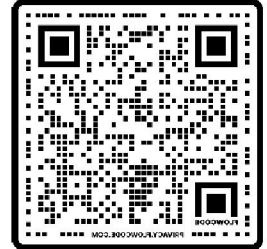




**CITY COUNCIL OF PEACHTREE CITY
REGULAR MEETING AGENDA
DECEMBER 15, 2022
6:30 p.m.**

**Peachtree City
Mayor & City Council**
Kim Learnard, Mayor
Phil Prebor, Post 1
Mike King, Post 2
Clint Holland, Post 3
Frank Destadio, Post 4

SCAN FOR AGENDA PACKET



- I. Call to Order
- II. Pledge of Allegiance
- III. Moment of Silence
- IV. Oath of Office Councilmember Post 3
- V. Election and Oath of Office for Mayor Pro-Tem
- VI. Announcements, Awards, Special Recognition
- VII. Public Comment
- VIII. Agenda Changes
- IX. Minutes
 - December 1, 2022, Regular Meeting Minutes
 - December 1, 2022, Executive Session Minutes
- X. Consent Agenda
 - 1. Renewal of Insurance Brokerage Services
 - 2. Resolution #12152022-CA2 Indemnification of Public Officials
 - 3. Appointment of Public Facilities Authority Board Members
 - 4. FY2023 Budget Amendments – Police Software/Hardware Expansion
 - 5. FY2023 Budget Amendment – Hotel Motel Tax
 - 6. FY2023 Budget Amendment- Hockey Association Donation
 - 7. FY2023 Budget Amendment- BMX LED Light Upgrades
 - 8. Award the 506 Rose Down Trace N Drainage Improvements
 - 9. Award Tree Trimming and Removal Services to Total Outdoors
 - 10. Authorize the Adjustment of Work Hours and Pay Period for Fire Dept. Shift Employees
- XI. Old Agenda Items
- XII. New Agenda Items
 - 12-22-03 Consider GMP proposal from Kiewit – SR54 and Lake Peachtree Path Bridge Replacement (Borkowski)
 - 12-22-04 Consider Findings of Hearing Officer in Ethics Complaint
- XIII. Council/Staff Topics
 - 1. Consider Roadway Sign Design Alternatives – 54/74 DLT Project (Borkowski)
 - 2. Rezoning of properties at or near the intersection of Hwy 74 S and Crosstown Drive from Industrial to Commercial to align zoning with current uses (Cailloux)
- XIV. Executive Session
- XV. Adjourn

City Council of Peachtree City
Meeting Minutes
Thursday, December 1, 2022
6:30 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, December 1, 2022. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Frank Destadio, Mike King, and Phil Prebor.

Announcements, Awards, Special Recognition

None

Public Comment

Suzanne Brown stated that after three days of early voting, a total of 5,222 Peachtree City residents had voted in the Senate runoff, but only 3,027 of them cast a vote in the City Council runoff. That equaled 55.8% voting in both elections, but 44.2% did not vote in the municipal election. She noted that lines were long for the Senate runoff voting, and many people left rather than wait in another line to vote in the municipal runoff. She said anyone who walked away could return to vote on Friday at any of the early voting locations. They could also vote on election day, December 6, and should tell a poll worker they needed to vote only in the Peachtree City runoff, so they could bypass the line for Senate voting. She noted that Tyrone's location did not seem to have long lines for Peachtree City voters.

Keith Larson asked Council to direct staff to initiate a citizen advisory group to review the Master Path Plan as recommended in the Comprehensive Plan. He stated there were gaps in the April 2022 update that was published without City Council approval. For example, there was no pedestrian access or parking at the Somerby Woods Park and no path connectivity, which hindered maintenance, police and emergency response. He said this could be resolved with a 700-foot path extension from the crossing on Rockaway Road to the City easement to the park. He mentioned that two path projects were cancelled—Prime Point and Willowbend, because they duplicated adjacent low-speed roads. But, Larson pointed out, the speed limit on those roads were 30 mph, which he did not think most people considered that safe for walking. Longboat and two neighborhoods under construction, Mill Pond and Towson Woods, were not included. He said no site was identified for the SR 54 tunnel crossing needed to support the new Booth Middle School, and he felt they should know the location by now. This project was in the 2023 Special Purpose Local Option Sales Tax (SPLOST) list, and voters should know more about it, he concluded.

Agenda Changes

None

Minutes

November 17, 2022, Regular Meeting Minutes

King moved to approve the November 17 Regular Meeting Minutes. Prebor seconded. Motion carried unanimously.

Consent Agenda

1. Grinding and Removal Service Contract Award

Destadio moved to accept Consent Agenda item 1. King seconded. Motion carried unanimously.

Old Agenda items

None

New Agenda items

12-22-01 Police Vehicle Purchase

Police Chief Janet Moon asked that Council approve the purchase of nine replacement vehicles from Wade Ford. Wade Ford held the State Contract pricing of the 2023 Ford Explorer units. The \$400,000 cost was approved in the current budget.

They were fortunate the vehicles were available, King observed, and Moon said it had been an undertaking. Destadio said he understood they had gone through a great deal of effort to find these and get them purchased, based on what he read in the meeting packet. Moon credited her staff and the Purchasing Department, saying they had thought they might have to accept some vehicles they really did not want the specifications on, but the deal with Wade Ford came through.

Destadio asked about a sentence in Moon's report that he understood to say they were looking for vehicles with less than 125,000 miles. Was that what they typically did? Moon said the 125,000 miles referred to when they rotated the current vehicles out of service and replaced them with new ones.

Prebor moved to approve New Agenda item 12-22-01, Police Vehicle Purchase from Wade Ford for the amount of \$400,000. Destadio seconded. Motion carried unanimously.

12-22-02 Consider Intergovernmental Agreement – 2023 SPLOST

The memo in the packet contained a thorough explanation of the process for developing the SPLOST project list Peachtree City had provided to Fayette County, Interim City Manager Justin Strickland remarked, noting that a citizen advisory group met for much of this year to evaluate potential projects, and Council had approved their submitted list in September with few changes.

Tonight, Council would vote on entering an intergovernmental agreement (IGA) with Fayette County to hold the SPLOST election to include this list of 40 projects. The total collections countywide was projected at \$210 million, and Peachtree City would receive an estimated \$67.4 million, which was the amount budgeted in the project list. Collections would begin in July 2023, if voters approved the referendum.

City Attorney Ted Meeker had reviewed the IGA and said it met all legal requirements, with Strickland adding that he was pretty sure it was almost identical to the 2017 SPLOST IGA, with the numbers changed to represent the new figures.

Destadio noted that the date of the election was left blank in several places. City Clerk Yasmin Julio explained it was projected to be March 21, but the County would first have to call for a special election. Meeker added that the dates for a special election were set by statute. Strickland remarked that the date of the collections was left blank as well, but it would begin in July because the current SPLOST ended in 2023.

King moved to approve New Agenda item 12-22-02, Consider Intergovernmental Agreement – 2023 SPLOST. Prebor seconded. Motion carried unanimously.

Public Hearings

None

Council/Staff Topics

1. Financial Update

Financial Services Director Paul Salvatore explained that the auditors would come in January, but there was enough financial information now to present the annual year-end update. The last fiscal year ended September 30, and Salvatore wanted to review how they actually did versus what was projected when they formulated the 2023 budget in June. They would see if they met expectations and if any adjustments would be needed. Was there sufficient funding for the cost of living increase (COLA) budgeted for this year? What unbudgeted projects might they have funding available for? Salvatore said he also wanted to report on SPLOST collections and some other funds.

He explained how they budgeted conservatively in fiscal year (FY) 2022 because the country was still in a period of economic recovery. Revenues came in higher than predicted, but there were still personnel issues. There had been some improvements in the supply chain and inflation impacts. Over all, he stated, the results were not as severe as anticipated, and they could move ahead with guarded optimism. Ongoing impacts could include rising interest rates and slowdown in economic growth.

A chart showed that revenues collected were 4.3% over predictions. The biggest category was taxes, which included property taxes, Local Option Sales Tax (LOST), franchise tax, and insurance premium tax. Rising interest rates was a double-edged sword. While it would cost more to borrow money, Salvatore noted that investment income was greatly increased and should be back in the six digits. Hotel/motel tax was also up, and he said there would probably be a budget adjustment before Council to give the Convention and Visitors Bureau (CVB) some breathing room. Salvatore pointed out that the 4.3% overage came to about \$1.8 million.

A similar chart showed that expenses came in 3.1% to the good versus the projection in June. Departmental operating expenses was the biggest category and was a good illustration of the supply chain issues. About \$1.12 million less was spent than projected, but \$1 million was carryover appropriations, which were things that were budgeted, but not purchased, and had to be carried over into this fiscal year.

Destadio asked if the \$400,000 just approved for police vehicles affected that? Salvatore said it would not; they were budgeted for this fiscal year, and this was a recap of FY 2022. He spotted an error on his chart, saying it should read "Unaudited FY 2022," not 2021. They had previously ordered four vehicles, and at this meeting had added nine, Salvatore continued, but the question was if they would get them all by year's end.

Some contingency money rolled over, but they underestimated how much they would spend for capital because they had to pull money out of reserves for phase 1 of the Stagecoach Road project. Still, the projections came within a fraction of a percent of the actual expenditures.

In summary, the City was about \$1.8 million to the good on revenue, about \$1.3 million to the good on expenses. They had anticipated using about \$100,000 of cash reserves, but still increased the cash

reserve fund by about \$3 million. There were some commitments against the favorable variance in the fund balance. In addition to the almost \$1 million in carryover appropriations, several projects had been approved since October 1 to bring the surplus down to around \$2 million.

At the start of the last fiscal year, the fund balance was about \$25.5 million; with the additional \$3 million, it was almost \$28.6 million. They had budgeted to use about \$571,000 to balance the 2023 budget; they had the \$1 million in carryover and spent about \$500,000 in inventories and pre-paid, plus the expenditure since October 1, leaving uncommitted reserves of about \$26 million, which was 54% based on the current expenditure budget of about \$48.255 million.

Upcoming financial matters included how to deal with the persistent vacancies in Public Safety, including ways to compete for labor with neighboring jurisdictions. They were waiting for the new City Manager to discuss some of those things, Salvatore reported, adding that the Police were now losing people to Coweta County. Unfunded building projects would come up during the year. Other upcoming issues were renewal of the SPLOST, spend-down of the American Rescue Plan Act (ARPA) funds, and rising interest rates.

A snapshot of the unfilled positions showed 10 vacancies in the Police Department, with another three or four coming up for retirement in the next few months. There were four firefighter positions vacant. They had filled one of the geographic information systems (GIS) positions, but it was with an internal candidate, leaving a vacancy in Stormwater. Personnel shortages had been a problem over the last few years and contributed to the surplus at year-end, Salvatore stated, adding this was a bad way to get a surplus.

He listed potential projects, with four being particular projects, and the final being citywide building maintenance projects. Department heads had been asked to submit projects, and there was a big list. In the past, capital projects had been funded through facilities bonds; two were back-to-back for \$3 million each. One had been paid off, and debt service on it had been about \$350,000 a year. They took the \$350,000 and put it in as cash that was to be spent on capital projects. But sometimes the projects cost more than that. While they did what they could, the list was growing. This was another thing that was waiting on the new City Manager. Salvatore said they would evaluate other funding sources, noting they still had some facilities bond money left to spend. Last year, there was impact fee money. There were some reserves, but they had to be careful about what they did with those because they did not know what would happen with the SPLOST in March.

Prebor said he did not want to repeat the situation of several years ago, when the City was run down and had to borrow a lot of money because things had not been maintained. Strickland said he had a massive spreadsheet of projects they needed to prioritize and would discuss with the new City Manager.

Were many of those potential projects not included in the SPLOST? Destadio inquired. He hoped they would be covered by SPLOST, but he agreed with Prebor. Salvatore said he had a five-year model that was based on the premise that the SPLOST did not pass. SPLOST could not be used for general maintenance, correct? Prebor asked. That was true, Strickland stated, but some of the projects on existing structures were renovations, and therefore could be considered capital projects.

The 2017 SPLOST was originally expected to generate about \$45.5 million for Peachtree City, about 32% of the total collected countywide, Salvatore stated. Through this point in time, they had expected to have collected about \$39.5 million, but had actually collected about \$49.15 million, making the current surplus about \$9.6 million, or 24%. They still had several months to collect, so Salvatore said the expectation was to have about \$11 million for Tier 2 projects. The total collected would be approximately \$56.5 million as opposed to the original estimate of \$45.5 million.

The original estimate for Tier 2 projects in the 2017 SPLOST was about \$6.5 million. In today's dollars, that would be a little more than \$8 million. At the end of June, the collection would be a little more than \$11 million, so, when adjusted for inflation, the surplus left for Tier 2 projects would be about \$3 million to be used for additional paving.

Prebor said he believed City Engineer Dave Borkowski had promised an evaluation of the road conditions soon. Public Works Supervisor Jonathan Miller said Infrastructure Management Services (IMS) had collected all the data and were evaluating it. The report on pavement condition should be ready around the first of the year. Prebor said they would know how to proceed on paving after they got that report, and Strickland noted that it informed everything they did.

Destadio wanted to confirm that the IGA stated that any leftover money would stay with the City, not go back to the County. Salvatore said it would be used for Tier 2, with Strickland adding it could also cover overages on Tier 1 projects. A lot of the projects would be over the estimate because the costs were estimated six years ago, he pointed out. What happened at the end of six years? Destadio asked, and Strickland replied that the City would keep it for completion of Tier 1 projects in progress and any Tier 2 projects. Prebor recalled that they set it up so they would have plenty of projects, but if there was money left over, the County would use it pay debts, which was all of their debt, after all.

Destadio said the IGA was an interesting document and asked Meeker if he wrote it? Meeker said County Attorney Dennis Davenport did.

The five-year model showed the adopted budget for the last fiscal year, where they had counted on using \$550,000 of the cash reserves, Salvatore reported. However, the unaudited actual budget showed that the cash reserves increased by \$3 million with an estimated ending fund balance of 54%. Another column showed what they had adopted for this year, with \$571,000 of the reserves mentioned to balance the budget, but they probably would not spend that much of the fund balance. He cautioned that it was very early in the fiscal year, so this would have to be revisited.

What happened with the SPLOST was the key point in looking into 2024. If the SPLOST passed, .8 mills in taxes would go away, and the money allocated towards paving would go down considerably. Based on what they saw with the surplus, if the SPLOST did not pass, they might be able to stretch the Tier 2 money out another year and push the millage rate increase back to FY 2025. By then, the County might have come back with another SPLOST. They hoped the SPLOST would pass, but had to plan as though it would not, Salvatore remarked.

He reviewed the questions they asked at the beginning. They did meet expectations, so no corrective action was necessary. There would be sufficient funding for the COLA to begin December 8. They had reserves, including bond funds and ARPA money, to use for unbudgeted projects. Staff should proceed

cautiously until after the SPLOST vote in March. He again noted that 2017 SPLOST receipts were coming in ahead of projections for Tier 2 projects.

Learnard asked about the grant match for a library elevator listed as a potential project. Strickland said they had to apply for the grant first and, in order to apply, had to verify that the City would match the grant money. Destadio asked about the cost, and Strickland said it would be \$93,000 for the City, so the total cost would be twice that.

There were no further questions, and King noted they were in a lot better shape than a few years ago and in better shape than many other cities. Destadio told Salvatore he always gave a great presentation.

Council/Staff Topics

Prebor said he was at Oak Grove Elementary when he observed a fantastic kindergarten teacher. He wondered if the City's communications department could get together with the school system's communications department and put together some things to show what great schools Peachtree City had. Julio said they did post this information on the City's website, social media, or through the newsletter. However, they had to share things with the school system that were relevant to students throughout the County, not just Peachtree City. Julio said they pulled things from the school system all the time about Peachtree City students, teachers, and schools.

Prebor said he was just looking for ways to promote Peachtree City and its schools. Strickland said they often ran things from the school system, just when the school system borrowed their content, it would need to apply to the County as a whole.

Learnard reminded everyone that Hometown Holiday would start at 5 p.m. on Saturday at Drake Field, with the tree lighting at 7 p.m. Santa would be at the Paschal Fire Station from 10 a.m. to 1 p.m. for a food and toy drive.

King moved to convene in executive session at 7:15 p.m. for threatened or pending litigation, sale, acquisition or lease or real estate, and personnel. Prebor seconded. Motion carried unanimously.

King moved to reconvene in regular session at 7:41 p.m. Prebor seconded. Motion carried unanimously.

There being no further business, King moved to adjourn the meeting. Destadio seconded. Motion carried unanimously.

The meeting adjourned at 7:41 p.m.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Justin Strickland, Interim City Manager 
Paul Salvatore, Financial Services Director 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: November 18, 2022

SUBJECT: Renewal of Insurance Brokerage Services
December 15, 2022, City Council Meeting

Recommendation

Approve the Brokerage Service Agreement with McGriff Insurance Service, Inc., for calendar year 2023 for the amount not to exceed \$47,500.

Discussion

McGriff Insurance Service, Inc., has proven to be a tremendous asset to the City in monitoring and evaluating the various insurance and wellness benefits that we offer to our employees. The professional services that McGriff Insurance Service, Inc., has offered to the City include:

- Thorough monthly analysis reports provided by McGriff enable staff to track our actual vs. budgeted expenses to consider mid-course corrections if appropriate.
- The semi-annual and annual plan reviews that McGriff presents to staff and the level of detail and expertise that they provide to discover behind-the-scenes strategies to assist in keeping the cost of health care and benefits at an affordable level in this economy are extremely comprehensive and full of insight.
- The annual negotiations with the insurance providers have resulted in below-market increases to the City.
- The information, knowledge, and expertise that the McGriff staff provides regarding changes to legislation that impact health care and benefits are very comprehensive and timely.
- The level of customer service that McGriff offers is outstanding, not only to HR and Financial Services staff, but also to employees directly when a claim has to be taken to their level for resolution. The McGriff staff is truly an advocate for the City of Peachtree City.
- The level of professionalism that the McGriff Graphics Department provides to us is exceptional.

Staff believes that McGriff is a proven partner in Peachtree City's professional services line-up. Therefore, staff is requesting that the previous agreement be extended for one (1) additional year. (See attached 2023 Brokerage Service Agreement.) McGriff has agreed to lock in their annual fees at the same rate of \$47,500. FYI, McGriff has maintained their annual fees at the same rate since our partnership began with them in 2008. They have been a true partner with Peachtree City during the years.

Budget Impact

There will be no additional budget impact from this renewal.



Brokerage Service Agreement

THIS BROKERAGE SERVICE AGREEMENT (this “Agreement”) is between **MCGRIFF INSURANCE SERVICE, INC.** (“McGriff”) and **THE CITY OF PEACHTREE CITY, GEORGIA** (the “Client”).

The Client and MCGRIFF agree as follows:

1. Client appoints MCGRIFF as the Client’s insurance broker of record in order to solicit, negotiate and service insurance policies for the Client for the coverages described on Exhibit A hereto (Insurance Placement). Client also desires for MCGRIFF to provide the employee benefits consulting services described on Exhibit B hereto (Employee Benefits Consulting Services). Both Exhibit A and B are attached to and made a part of this Agreement.
2. The Client will provide MCGRIFF with all information necessary to enable MCGRIFF to provide Insurance Placement and Employee Benefits Consulting Services.
3. MCGRIFF agrees to perform the services described in this Agreement in a professional and timely manner.
4. The parties agree and understand the Client is not under any legal or other obligation to purchase any insurance product through MCGRIFF in its capacity as either a producer or consultant, and that the purchase of any insurance product or employee benefits consulting services is purely voluntary by the Client.
5. Remuneration:
 - A. The Client will pay MCGRIFF a fee in the amount of \$47,500.00 (the “Fee”) for Insurance Placement and Employee Benefits Consulting Services. The Fee may be refundable, in whole or in part, in accordance with Section 10 of this Agreement.
 - B. The Fee will be payable upon receipt of an invoice by the Client.
 - C. If MCGRIFF receives commission (including Tier II commissions) from one or more insurance companies and/or intermediaries for the placement of insurance policies for the coverages described on Exhibit A (a “Commission”), the Fee will be reduced by the amount of such Commission. Final adjustments to the Fee amount will be made by MCGRIFF after the determination and receipt by MCGRIFF of all Commissions, net of any adjustments pursuant to any audit, endorsement, accounting reconciliation or other applicable business process.

D. The Client acknowledges that:

- i. receipt of such Commission constitutes remuneration of MCGRIFF for placement of the applicable insurance policies;
- ii. the remaining Fee does not include remuneration of MCGRIFF for placement of the insurance policies for which MCGRIFF receives Commission; and
- iii. the remaining Fee is separate from and in addition to any such Commission.

E. With respect to Insurance Placements and/or Employee Benefits Consulting Services undertaken on behalf of the Client that are not contemplated by this Agreement, MCGRIFF may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements. MCGRIFF will make information regarding such Agreements and compensation available to the Client upon request.

6. With respect to any insurance placement or employee benefits consulting services for which MCGRIFF's compensation is fee-based in whole or part, MCGRIFF will not execute or accept any monetary compensation pursuant to any (1) market service agreement, (2) placement service agreement, or (3) agreement providing for any bonus, override or contingency that would be received from any type of intermediary or insurance company. Further, MCGRIFF will instruct all insurance companies to exclude insurance policies from any contingency agreements, bonuses and overrides if MCGRIFF receives a fee for placement of such policies. This does not preclude MCGRIFF from accepting non-monetary awards, including trips and other prizes, which MCGRIFF believes are important for professional and business development.
7. MCGRIFF reserves the right to engage its related affiliates and subsidiaries in connection with the execution of Brokerage Services Agreements. Use of these business partners and service providers could result in the accrual of additional income to MCGRIFF-related subsidiaries and affiliates.
8. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of Georgia.
9. This Agreement commences on January 1, 2023 and ends on December 31, 2023. Either party may terminate this Agreement upon 30 days advance written notice to the other party.
10. Unless otherwise prohibited by law or regulation, should this Agreement be terminated by the Client in accordance with Section 9, the Fee will be deemed earned as follows:
 - i. 50% of the Fee deemed earned as of the Commencement Date;
 - ii. 75% of the Fee deemed earned five months after the Commencement Date;
 - iii. 100% of the Fee deemed earned nine months or greater after the Commencement Date.

IN WITNESS WHEREOF, the Client and MCGRIFF have executed this Agreement.

MCGRIFF INSURANCE SERVICES, INC.

CITY OF PEACHTREE CITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Manager's Initial: _____

EXHIBIT A

The Client has requested Insurance Placement for the following lines of coverage.

Medical Coverage

Stop Loss Coverage

Pharmacy Benefit Management Coverage

Dental Coverage

Life Coverage

Accidental Death & Dismemberment Coverage

Short Term Disability Coverage

Long Term Disability Coverage

Vision Coverage

EXHIBIT B

MCGRIFF will provide the following Employee Benefits Consulting Services for the Client:

- A. Strategic Benefit Planning.** Provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. Funding.** Provide counsel regarding program funding alternatives, including reviewing fee proposals and recommending budget rates, employee contribution rates, and COBRA rates.
- E. Vendor Selection.** Upon client request, MCGRIFF will prepare Request(s) for Proposal (RFP), analyze RFP's and prepare a summary report outlining responses. Vendors include, but are not limited to:
 - Voluntary Worksite Programs
 - Wellness and Disease Management Programs
 - Third Party Claims Administration
 - Utilization Review Programs
 - IRS Code Selection 125 Programs
 - Preferred Provider Network Plans
 - Online Enrollment Services
 - Communication Services
 - Health Savings Account Services
- F. Communication.** Assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.
- G. Compliance Tools & Legislative Information.** Provide informational materials on legislative developments impacting Employee Benefit Management plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, the Affordable Care Act and Section 125.

H. Meetings with Client and Vendors. Services will include attendance at and facilitation of the following meetings with Client and vendors to facilitate program management including day-to-day operations and planning program changes:

- Meet with Client semi-annually, or upon Client's request, to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Clients organization.
- Meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon MCGRIFF's fees for the next twelve month period.

I. Stewardship Report. Will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

J. Data Analysis. Provide Client with summary comparisons and work with Client and TPA to secure additional reports as needed for claims analysis.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Justin Strickland, Interim City Manager 

FROM: Yasmin Julio, City Clerk 

DATE: December 6, 2022

SUBJECT: Consider Annual Indemnification Resolution
December 15, 2022, City Council Agenda

Recommendation:

That Council adopt the attached resolution indemnifying City elected and appointed officials (except officials of authorities) and employees.

Discussion:

Each year, Council adopts a resolution indemnifying officials and employees and agreeing to defend and pay judgments rendered against them for acts or omissions performed or neglected to be performed by them in the course of their employment or association with the City. This indemnification does not apply to individuals who act outside of the scope of their duties or authority, or act oppressively, maliciously, corruptly, or without authority, nor does it apply to City authorities that function autonomously and have their own liability coverage.

Budget Impact:

Other than as outlined, legal representation for this type of claim is included under the umbrella of the City's Liability Insurance Policy.

Attachment

RESOLUTION # 12152022-CA2

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY
REGARDING POTENTIAL LIABILITY OF CITY ELECTED OFFICIALS,
APPOINTED OFFICIALS AND EMPLOYEES**

WHEREAS: The City of Peachtree City is a municipal corporation duly chartered and incorporated by the State of Georgia; and,

WHEREAS: As a result of certain decisions by State and Federal Courts, elected and appointed officials and employees of the City may be subject to suits seeking to hold these persons personally liable for damages; and,

WHEREAS: Elected and appointed officials, employees, and other individuals may be subject to formal complaints under the City Code of Ethics; and

WHEREAS: The City Council deems it to be in the best interest of the City to indemnify, defend, and protect City elected and appointed officials and employees from certain liability.

NOW, THEREFORE BE IT RESOLVED THAT:

The City of Peachtree City shall indemnify, defend and pay any and all judgments rendered against any City elected official or appointed official (with exception of officials of authorities) or employees for any and all suits brought against them for any acts or omissions performed or neglected to be performed by them in the course of their employment, or association with the City.

The City of Peachtree City shall provide legal counsel to any elected official, appointed official, employee, or other individual who is investigated under the City's Code of Ethics (with the exception of officials of authorities) for representation before the Hearing Officer, the investigation conducted by the Hearing Officer, and any action taken by Council. Such legal counsel shall be selected by the individual requesting representation and be reimbursed by the City at a rate not to exceed the approved hourly rate of the City Attorney plus 20%.

The indemnification shall not apply to those individuals who acted oppressively, maliciously, corruptly, or without authority of law as defined under O.C.G.A. §36-33-4.

The resolution shall remain in full force and effect until such time as it may be amended or repealed by a subsequent resolution of the City Council.

SO RESOLVED, in open session assembled pursuant to law, this 15th day of December, 2022.

Kim Learnard, Mayor

Philip E. Prebor, Post 1

Mike King, Post 2

Clint Holland, Post 3

Frank Destadio, Post 4

ATTEST: _____
Yasmin Julio, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Justin Strickland, Interim City Manager 

FROM: Yasmin Julio, City Clerk 

DATE: December 7, 2022

SUBJECT: Appointment of Public Facilities Authority Board Members
December 15, 2022 City Council Agenda

Recommendation:

That Council appoint Council Member Clint Holland to the Public Facilities Authority.

Discussion:

Since the resignation of Council Member Gretchen Caola in August of 2022, there has been a vacancy on the Public Facilities Authority Board. The enabling legislation states that "the authority shall consist of five members who shall be appointed by the Mayor and Council of the City of Peachtree City. City Council Members and the Mayor may be appointed as members of the authority". Therefore, it is recommended that Council Member Clint Holland be appointed to serve on the Peachtree City Public Facilities Authority.

Budget Impact:

There is no impact on the budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, Interim City Manager 

FROM: Paul Salvatore, Director of Financial Services
Janet Moon, Chief of Police  

DATE: December 2, 2022

SUBJECT: FY 2023 Budget Amendments – Police Software/Hardware Expansion
December 15, 2022 City Council Consent Agenda

Recommendation:

Approve the attached budget amendment to allocate funding for the expansion of existing police software and hardware contract.

Discussion:

This budget amendment allows expansion of our existing contract with Flock Safety to assist in collecting information about traffic in the industrial district of the city.

Budget Impact:

The attached budget amendment will increase both the revenue and expenditure accounts in the General Fund by \$28,500.

Attachments: Budget Amendment.

kb: council reports/Budget Amendments FY23

CITY OF PEACHTREE CITY

BUDGET AMENDMENT	
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	NUMBER	23-13
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	DATE	12/15/2022
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[illegible]

NOW , THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2023 Budget Resolution to budget for expansion of existing police software and hardware.

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Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, Interim City Manager 

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

DATE: December 2, 2022

SUBJECT: FY2023 Budget Amendment – Hotel Motel Tax
December 15 *City Council Consent Agenda*

Recommendation:

Approve the attached budget amendment to the Hotel Motel Tax Fund, the Tourism Product Development Fund, and the General Fund.

Discussion:

At the December 1, City Council Meeting, staff presented a financial update to Council and mentioned that a budget amendment would be forthcoming in recognition of an increase of Hotel Motel tax revenue more than the original (conservative) budget estimate. The attached budget amendment reflects the increases to both revenue, and expenses in the City's funds that directly flow from Hotel Motel Tax. Staff believes this adjustment increase will still result in a fairly conservative revenue estimate for FY 2023, should there be any unforeseen economic downturn impacting tourism in the near future.

Budget Impact:

The proposed budget amendment will increase both revenues and expenditures in the Hotel Motel Tax Fund, the Tourism Product Development Fund, and the General Fund

Attachments
Budget Amendment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 23.12

DATE 12/15/2022

[illegible]

NOW , THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2023 Budget Resolution to allocate additional revenue from Hotel/Motel tax.

Entered

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, Interim City Manager *JS*

FROM: Paul Salvatore, Director of Financial Services *PS*
QB Quinn Bledsoe, Director, Recreation and Special Events

DATE: December 1, 2022

SUBJECT: Hockey Association Donation and FY 2023 Budget Amendment
December 15, 2022 City Council Consent Agenda

Recommendation:

Accept the Hockey Association donation of \$1,500 and approve the attached budget amendment to the fiscal year 2023 budget resolution.

Discussion:

The City received a donation commitment from the Hockey Association for \$1,500 toward the installation of WIFI at the Peachtree City Hockey Rink. The total cost of the installation will be \$4,500 with \$1,500 coming from the Hockey Association and the balance of \$3,000 from the Kedron operating budget.

Budget Impact:

The attached budget amendment will increase both the revenue and expenditure accounts in the General Fund by \$1,500.

Attachments: Budget Amendment.

kb: council reports/Budget Amendments FY23

CITY OF PEACHTREE CITY

BUDGET AMENDMENT	
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NUMBER 23-11

DATE 12/15/2022

[illegible]

NOW , THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2023 Budget Resolution to budget for donation from the Hockey Association.

Entered

Approved

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Justin Strickland, Interim City Manager *JS*

FROM: *QB* Quinn Bleasoe, Director, Recreation & Special Events
Paul Salvatore, Director of Financial Services *PS*

DATE: November 30, 2022

SUBJECT: Accept Donation from the BMX Parents Association and FY2023 Budget Amendment

December 15, 2022 City Council Consent Agenda

Recommendation

Accept the BMX Parents' Association donation of \$2,000 and approve the attached budget amendment to the fiscal year 2023 budget resolution.

Discussion

The City received a donation from the BMX Parents Association in the amount of \$2,000 to help upgrade to LED lights at the BMX track. Peachtree City BMX Track is a City amenity that is enjoyed year-round by many residents. The current light system is aging and does not provide enough visibility in the dark for riders to safely utilize the track. BMX is a unique sport that requires high speeds, sharp turns, and a close proximity to other participants. Having a well-lit track is essential in safely holding practices, clinics, races, and open ride times.

The total cost of the project is \$12,700.

Budget Impact

The attached budget amendment will increase both the revenue and expenditure in the Neighborhood Parks Fund by \$2,000.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT	
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NUMBER	23-10
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DATE	12/15/2022
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[illegible]

NOW , THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2023 Budget Resolution to budget for donation from the BMX Parents Association

		<i>Entered</i>	
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Approved _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Justin Strickland, Interim City Manager *JS*
Paul Salvatore, Financial Services Director
Angela Egan, Purchasing Agent *ae* *PS*

FROM: Mike Madison, Stormwater Manager *mm*

DATE: December 7, 2022

SUBJECT: 506 Rose Down Trace N Drainage Improvements
December 15, 2022 City Council Meeting Consent Agenda

Recommendation:

Award the 506 Rose Down Trace N Drainage Improvements project to RDJE, Inc. for their low bid amount of \$106,420.00

Discussion: The significant section of the existing storm drainage system located at 506 Rose Down Trace N has structurally failed and needs to be replaced. This project consists of excavating and replacing the failed segment of the corrugated metal pipe followed by structurally rehabilitating the entire pipe system via Cured In Place Pipe lining. Staff solicited bids from qualified contractors to perform the storm drainage replacement and structural rehabilitation work. The results of the bids are as follows:

RDJE, Inc.	\$106,420.00
GCU	\$116,888.00
Southeast Pipe	\$134,916.00
Crawford Grading & Pipeline	\$149,400.00

Budget Impact: Funds in the amount of \$106,420.00 is available in 521-4250-541947 Infrastructure.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Justin Strickland, Interim City Manager *JS*
Paul Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Financial Services Director *KB*
Angela Egan, Purchasing Agent *ae*

FROM: Jonathan Miller, Public Works Superintendent *JM*

DATE: December 8, 2022

SUBJECT: Total Outdoors for City Tree Trimming and Removal Services,
December 15, 2022 City Council Meeting Consent Agenda

Recommendation:

Rescind the bid award with Ricardo's Tree Service due to violating the scope of work and technical specification within the City's Invitation for Bids which states, "Any use of the compost site for disposal of debris from non-City jobs is forbidden." Award the City Tree Trimming and Removal Services to Total Outdoors for the remaining fiscal year 2023, with the option to renew for 2 additional years.

Discussion:

On Tuesday, November 1, City staff observed members of Ricardo's Tree Service disposing of a cut tree removed from private property (110 Bentwood Ct., Peachtree City). City staff documented measurements and collect pictures for documentation. The collected information was presented to the City Manager for review. The determination was made that the terms of the agreement were violated and due to misuse of city property, a meeting was held on December 8, 2022 to inform the contractor that the agreement will be terminated by the City.

Staff received four bids in response to the invitation to bid for this service. Upon notification of award, the lowest bidder, Superior Tree Service advised staff they were backing out due to insurance requirements. The second lowest bidder, Ricardo's Tree Service has been terminated due to violating the scope of work and technical specification within the City's Invitation for Bids. The third lowest bidder, Total Outdoors, bid as follows,

Regular Hours	\$30.00
After Hours	\$45.00
Weekends	\$30.00
Holidays	\$60.00

Total Outdoors had the experience to meet the needs and requirements of Peachtree City. Total Outdoors was the tree contractor for the previous 3 years and the city was extremely satisfied with the work.

Budget Impact:

There are sufficient funds available in the Public Works Contractual Services (Account 100-4100-521245).

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Justin Strickland, Interim City Manager *JS*
Paul Salvatore, Director of Financial Services *PS*
Ellece Brown, Director of Human Resources and Risk Management *EB*

FROM: Clint Murphy, Fire Chief *CM*

DATE: November 29, 2022

SUBJECT: Fire Shift Employees' Work Hours and Pay Period
Consent Agenda, *City Council Meeting, December 15, 2022*

Recommendation:

Authorize the Fire Department and Human Resources to adjust the work hours and pay period to 106 hours/14 days for all Fire Shift employees effective Monday, 1/2/2023.

Discussion:

Currently Fire Shift employees work 212 hours/28 days per the Personnel Policy Manual. This payroll cycle was adopted to account for "Kelly Days" for the Fire Shift employees. However, the Fire Department has not used Kelly Days since 2019 due to low staffing levels. The change in the payroll cycle will meet the Fair Labor Standards Act guidelines and will reduce workload in determining overtime between two separate pay periods. This change not only helps with administration of the payroll but will also be a retention incentive for current employees. Due to the current 28-day cycle, employees do not receive consistent pay (for the same number of regular hours worked) from one payroll to the next. By changing the cycle to 14 days, it allows for a more leveled paycheck for the employee, and overtime is awarded in a timelier manner.

Budget Impact:

This adjustment would cause a small savings in overtime costs based on modeling from the previous year. A potential savings of \$300 per employee per year is based on an increase in the total number of payroll cycles from thirteen (13) to twenty-six (26). and any paid leave time taken off in a cycle would not accrue overtime hours. Therefore, there is up to a two times likelihood that there could be less overtime costs.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Justin Strickland, Interim City Manager *JS*
Paul Salvatore, Financial Services Director *PS*
Angela Egan, Purchasing Manager *ae*

FROM: David A. Borkowski, P.E., City Engineer *David A. Borkowski*

DATE: December 7, 2022

SUBJECT: GMP proposal from Kiewit – SR 54 and Lake Peachtree Path Bridge Replacement
December 15, 2022, City Council Meeting

Recommendation:

That City Council authorize the Interim City Manager to sign the Notice to Proceed (and other applicable documents) for the design and construction of the SR 54 and Lake Peachtree Path bridge to Kiewit for the Guaranteed Maximum Price of **\$1,996,693.00**, and approve attached Budget Amendment.

Discussion:

This is a current (2017) Special Local Option Sales Tax (SPLOST) project. This project was Bid out as part of a design-build venture and Kiewit was awarded the contract for this project and two other SPLOST projects.

As part of their contract, Kiewit is required to develop plans up through 60% design and present the City with a Guaranteed Maximum Price (GMP) for design and construction. Kiewit has completed the 60% design and calculated the GMP.

Staff has met with Kiewit and is satisfied with the 60% design. Staff and Kiewit will present the design and GMP to Council for approval at this meeting. If approved by Council, Staff will instruct Kiewit to proceed with final design, permitting and construction.

Budget Impact:

There are adequate funds available in the 2017 SPLOST account.

Attachments - Budget Amendment

CITY OF PEACHTREE CITY				
BUDGET AMENDMENT				
			NUMBER	23-
			DATE	12/15/2022
ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
321-0000-337100	SP17-TAX	FY 2017 SPLOST Taxes	1,600,000	
321-4220-541400	SP17-022	Repl. Bridge HW 54E/Lake PT	1,600,000	
NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2023 Budget Resolution to budget for increased collections and appropriation of funds in the 2017 SPLOST Fund.				
			Entered	
			Approved	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Justin Strickland, Interim City Manager 

FROM: Yasmin Julio, City Clerk 

DATE: December 7, 2022

SUBJECT: Consider Findings of Hearing Officer in Ethics Complaint
December 15, 2022, City Council Meeting

Recommendation:

That council take one of the following actions relative to the attached findings, as provided by Sec. 62-76 of Peachtree City's Ethics Ordinance:

1. Accept the findings and recommendations of the hearing officer;
2. Accept the findings of fact and reject the recommendation, instead substituting its own discipline; or
3. **(Requires supermajority vote)** Reject the findings and recommendations and either:
 - a) Dismiss the complaint; or
 - b) Conduct a hearing to determine alternate findings and recommendations.

Discussion:

On August 19, 2022, the City received an Ethics complaint against Mayor Kim Learnard. Pursuant to the City's Ethics Ordinance, the City Clerk (in the presence of the City Finance Director, the Chief Court Clerk and the Deputy City Clerk) randomly drew the name of C. Bradford Sears, Jr. of Newnan, Georgia as hearing officer from the pool of five eligible attorneys.

Mr. Sears' summary of the complaint, along with his findings and recommendation of dismissal, are attached.

Findings:

1. Complaint was not filed in accordance with the requirements of Section 62-73 (d) and (e)
2. Complaint is not justified

Recommendation: Dismissal

Budgetary Impact:

To date, the City has been invoiced \$1,726.16 for reimbursement for the Mayor's legal fees and \$3,641.75 for the hearing officer, for a total of \$5,367.91.

**SANDERS, HAUGEN, & SEARS, P.C.
ATTORNEYS AT LAW
11 PERRY STREET
P. O. BOX 1177
NEWNAN, GEORGIA 30264-1177
(770) 253-3880
FAX (770) 254-0093**

C. BRADFORD SEARS, JR.
E-MAIL: bsears@sandershaugen.com

WALTER D. SANDERS
(1909 - 1989)
WILLIS G. HAUGEN
(1929 - 2014)

September 29, 2022

VIA EMAILand UPS

yjulio@peachtree-city.org

Yasmin Julio, City Clerk/Administrative Coordinator
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

RE: Ethics Complaint filed by Suzanne Brown on August 19,
2022
Report of Hearing Officer

Dear Ms. Julio:

The undersigned was appointed Hearing Officer for purposes of the Complaint referenced above in compliance with the Peachtree City Code of Ethics Ordinance, Sec. 62-74, on August 22, 2022. Thereafter, the undersigned reviewed the following documents:

- A. The Complaint by Suzanne Brown dated August 19, 2022 with attachments
- B. The Response by Mayor Kim Learnard dated September 1, 2022 with attachments
- C. The Peachtree City Code of Ethics Ordinance

The Complaint was filed on August 19, 2022. The Response was filed on September 1, 2022. The Complaint appears to allege that now Mayor Kim Learnard, during her campaign for Mayor in 2021, did not disclose certain inkind contributions related to a "meet and greet" which was held at Partners II Pizza on two separate occasions during the campaign prior to her election in 2021 and prior to a hearing held on a rezoning application on June 16, 2022 and that she failed to file correct Campaign Disclosure Reports with the State reporting the inkind contributions. Further, the

Complaint appears to allege that Mayor Learnard failed to disclose prior to the rezoning hearing held on June 16, 2022 that she received a \$1,000 campaign contribution from Rising Star Ranch, LLC, whose registered agent is a local attorney, Richard Lindsey, who happened to be the same attorney who presented the rezoning application filed by Aberdeen Village Associates, Inc. of which members of the Royal family, owners of Partner's II Pizza, are officers before the Peachtree City Council on June 16, 2022. The campaign contribution from Rising Star Ranch, LLC, made in 2021, was reported in her Campaign Disclosure Reports filed with the State. The Complainant appears to allege that these contributions to Mayor Learnard's campaign, constitute a violation of Ordinance §62-72(4)(a) and (b) because they may have impermissibly influenced her vote on the rezoning application before the City Council. The Mayor voted in the affirmative on the rezoning application.

It is noted that the Complaint makes reference to 28 USCA & 455-Disqualification of Justice, Judge or Magistrate Court, in support of some of the allegations set out in the Complaint. 28USCA & 455 is not the applicable standard for determining whether or not a potential or actual conflict of interest exists in a zoning case in the State of Georgia. Notwithstanding any advice from the City Attorney to the City Council regarding their service in either a legislative capacity or quasi-judicial capacity on matters before them and on which they are required to take action, the standards to be used in zoning cases in determining whether or not a potential or actual conflict of interest exist are specifically set out in O.C.G.A. §36-67A-1 et seq and generally set out in the Peachtree City Code of Ordinances Chapter 62 Article III Code of Ethics, Sec. 62-71 et seq.

As required by Sec. 62-73 (d), the Complaint does not exactly specifically set out what the Complaint's allegations are with regard to the alleged violation(s) of O.C.G.A. §36-67A-1 et seq or the City's Code of Ethics which would constitute a conflict of interest as determined in either O.C.G.A. §36-67A-1 et seq or Sec. 62-72 (5) of the City's Code of Ethics which would necessitate Mayor Learnard's recusal on the vote in favor or against with regard to the rezoning application before the City Council on June 16, 2022 after she took office in January 2022.

However, it does appear that the Complaint attempts to allege campaign disclosure violations allege to have occurred both before and after Mayor Learnard was sworn into office in January 2022.

The Hearing Officer in complaints like the present one is charged with reviewing the relevant documents and conducting an investigation, and making a determination as to whether the Complaint is in conformity with Sec. 62-73, or whether the Complaint is unjustified, frivolous, or patently unfounded, or whether the Complaint demonstrates facts sufficient to invoke disciplinary jurisdiction. (See Sec. 62-75(b)(3).

Thereafter, the Hearing Officer is charged with making a written report to be transmitted to the Clerk, within 45 days of the filing of the Complaint, and within seven days of the completion of the investigation. (See Sec. 62-75(e)). The Complaint reveals on its face that it was filed on August 19, 2022, and therefore, this report is filed within 45 days of the filing of the Complaint. The investigation of the undersigned was completed on Tuesday, September 27, 2022, and this report is forwarded to the Clerk within seven days of that date. (See Sec. 62-75(e)) (On September 29, 2022).

The recommendation in this report is that the Complaint be dismissed on two grounds. The first is that Complaint was not filed in accordance with the requirements of Sec. 62-75 (b)(1) [See Secs. 62-73(d) and 62-73(e)] . The second, and independent ground, is that the Complaint is found to be unjustified and frivolous within the meaning of Sec. 62.75(b) (2).

NOTE: It is not necessary for the Hearing Officer in this case to address the issue of the propriety or inpropriety of any ramifications of the filing of an amended Campaign Disclosure with the State. A procedure for determining that issue exists, and it is apparent from Mayor Learnard's response that that process is being pursued contemporaneous with this decision on the Complaint under the Code of Ethics.

BASIS FOR RECOMMENDATIONS OF HEARING OFFICER

(a) The Complaint was not filed in accordance with the requirements of Sec. 6-73 (d) and (e).

Sec. 62-73(d) provides that each complaint shall state: (1) a separate count for each alleged violation; (2) the specific section of state law, the city charter, or this ethics article alleged to be violated for each count; (3) with specificity, the facts which are alleged to constitute the violation; and (4) the documentary evidence which the charging party possesses. The Complaint fails to meet these requirements. The Complaint consists of a general resertation discussion of alleged facts not relevant to a valid allegation (Complaint) against, Mayor Learnard, for a violation of the City's Code of Ethics. As stated above, it is difficult to determine what specific alleged violations were committed by Mayor Learnard and the presentation of facts and evidence actually supporting each specific violation.

It is noted that the Complainant states in the Complaint that:
"The specific reason Mayor Learnard needed to recuse herself is because:

-Kim Learnard was elected Mayor on November 3, 2021.

-She held two campaign events at Partner's II Pizza.

-Her campaign financial reports show no donation "in kind" from Partner's II Pizza, nor a payment for food and beverages served at the two events.

-Her campaign financial reports show a \$1,000.00 donation from Rising Star Ranch, LLC was received on December 1, 2022 [SIC], one day after the "run-off" election, so the results were known that she would be the Mayor beginning in January 2022.

-Richard P. Lindsay is the "agent" for Rising Star Ranch, LLC.

-Thus, Mayor Learnard received a \$1,000.00 donation from an LLC controlled by Richard P. Lindsay, who is also the legal counsel of James Royal in the rezoning request on June 16, 2022."

In addition, Sec. 62-73 (e) requires that complaints shall contain an oath that the facts set forth are true and correct to the best of the complainant's knowledge and shall be in substantially the form prescribed in the ordinance. The Complaint is not under oath and does not conform to the form required by the ordinance.

However, for the reasons set out herein, the unsworn statements and incorrect assumptions in support of Complainant's argument that Mayor Learnard should have recused herself from the vote on the rezoning application fail as a matter of fact and law to establish the existence of a potential or actual conflict of interest by Mayor Learnard in voting on the rezoning application filed by Aberdeen Village Associates, Inc.

(b) The Complaint is not justified.

Further, as stated above, although the allegations are not specific and are somewhat difficult to ascertain, it appears that the campaign events complained of in the Complaint all take place prior to Mayor Learnard becoming a "member" of the City Council. The references in the Complaint to Sec. 62- 72(4)(a), (b) and (c) are references to the conduct and actions on the part of its "members" subject to certain exceptions to outlined conduct and acts defined in the Ordinance. Pursuant to the definitions contained in Sec. 62-71, member is defined as follows: "*Member* shall include any member of the city council, staff and any appointee." The allegations contained in the Complaint seem to all be tied to alleged donations made to Mayor Learnard's campaign prior to Mayor Learnard winning the election and taking office. Accordingly, the ethics ordinance would not apply to Mayor Learnard's actions or inactions during the campaign.

Mayor Learnard's response with regard to the Partner's II Pizza inkind contribution acknowledges that on two separate occasions, once during the campaign and once during the run-off campaign, Mayor Learnard, then candidate Learnard, held two "meet and greets" at Partners II Pizza, which is owned by the Royal family. One event was held on October 5, 2021 and the other on November 20, 2021. The response states that the events were common knowledge evidenced by photographs of the events which were placed on Mayor Learnard's political Facebook page. It is showing that Partner II Pizza does not charge any fee for the use of its dining rooms for political gatherings, class reunions, athletic team parties, literary events and other similar gatherings. Enclosed with the response was correspondence from Marilyn Royal, Co-Owner of Partners II Pizza, confirming this fact. Enclosed with the response was an email exchange between Mayor Learnard and Ms. Royal which shows that at the October 5 event, four (4) large pizzas were provided at no charge to Mayor Learnard for a total of \$54.00. There was a receipt attached to Ms. Royal's email showing that the pizzas that were provided at no charge to Mayor Learnard at the November 20 event totaled \$61.40. Those who attended the meet and greet purchased their own beverages.

As stated hereinabove the Legislature has specifically enacted legislation that addresses campaign contributions in the context of rezoning application. Pursuant to O.C.G.A. §36-67A-3, applicants for rezoning, as well as and opponents to that rezoning, must disclose campaign contributions aggregating \$250.00 or more made within the two-year period preceding the rezoning application. This statute does not prohibit any elected official from voting on such a matter when the donation threshold has been met, rather it simply sets forth the disclosure requirements. Assuming that the two to four pizzas which were donated at each of the two meet and greets were donated by Partners II Pizza or a member of the Royal family and not by others, as opposed to one or more persons, their total value would fall well below the \$250.00 threshold set forth by the Legislature.

With regard to the campaign contribution from Rising Star Ranch, LLC and the fact that Richard Lindsey, the rezoning applicant's attorney, who is listed as the registered agent for Rising Star Ranch, LLC, the undersigned has confirmed with Mr. Lindsey that he was the organizer and is now only the registered agent for Rising Star Ranch, LLC and he has no financial interest in Rising Star Ranch, LLC or control of the management of Rising Star Ranch, LLC nor in the applicant, Aberdeen Village Associates, Inc. for the rezoning.

The Secretary of State's website shows that while members of the Royal family are officers of Aberdeen Village Associates, Inc., the original incorporator was Roy Huff, Jr. and the current registered agent for the corporation is Dale Geeslin, an accountant. The undersigned has likewise been shown as the incorporator and organizer of numerous corporations and limited liability companies over the past 40 plus years and continues to serve as registered agent for many of these entities, only a very small number of which the undersigned has any financial interest or control over the entities' management.

The Complainant provides no evidence that Mayor Learnard's acceptance of any of these campaign contributions was conditioned on any promise, express or implied, for a favorable discretionary vote by her on any future action which she may be required to vote on involving the Royal family.

Generally all candidates running for office raises money in form of campaign contributions. It would be impractical to suggest that an elected official must recuse themselves from every vote involving a person or entity in a matter before them as the elected official simply because a legal campaign contribution was involved..

Sec. 62-72(4)(c) sets out certain exceptions to the prohibitions contained in subsections (a) and (b) discussed above. It provides:

- c. The above prohibitions shall not apply in the case of:
1. Occasional nonpecuniary gift of insignificant trinkets or gifts such as a calendar, memento or pen received in the normal course of business with a value of less than \$100.00 and admission to and or consumption of food and beverages at a breakfast, lunch, dinner, function or event;
 2. Award publicly presented in recognition of public service;
 3. Transaction authorized by and performed in accordance with O.C.G.A> §16-10-6 as now or hereafter amended.
 4. A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction;
 5. Campaign contributions made and reported in accordance with Georgia laws; or
 6. Any gift, loan, favor, promise or thing of value from a family member.

In Mayor Learnard's response, it is shown that there was no charge for the use of the dining room at Partners II Pizza. So the inkind donation from Partners II (or others) would be limited to the cost of the pizzas. Sec 62-72 (4)(c) provides two exceptions which are applicable here. As stated in Mayor Learnard's response, Subsection (c) (1) would apply in that the pizza donation would amount to the consumption of food and beverage at an event. Subsection (c)(5) exempts campaign contributions made and reported in accordance with Georgia laws. As stated, the donation of pizzas would not constitute a contribution of over \$100.00 at each of the events combined in the reporting year which Mayor Learnard now acknowledges that the combined donation would have exceeded \$100.00. Donations of under \$100.00 are not required to be disclosed pursuant to State Disclosure Requirements. In her response, Mayor Learnard states that she will amend her disclosure report once she is able to determine if the pizzas were donated by Partners II Pizza, Ms. Royal or others. It is a possibility from a reading of Mayor Learnard's response, that the pizzas were

purchased by two different individuals or entities and therefore an amendment to Mayor Learnard's Campaign Disclosure Reports may not be necessary.

To assign any validity to the allegation in the Complaint that a failure to include two separate contributions of inkind donations of pizza at the two separate campaign events totaling just over \$100.00 would be a stretch to indicate that a conflict of interest was created to require Mayor Learnard to recuse herself from voting on the rezoning application after she was sworn in as Mayor. As pointed out hereinabove, the inkind contributions totaling just over \$100.00 is and was not required to be disclosed prior to the hearing on the rezoning application on June 16, 2022 as the value of total donations were less than \$250.00 pursuant to O.C.G.A. §36-67A-1. It is clear from Mayor Learnard's response that there was no intent by the Mayor in this case to violate the State Rules with regard to the filing of reports. The Complainant herself concedes that the Mayor filed reports in her Mayoral Campaign. The Mayor's explanation for the failure to list the inkind contributions of pizzas at two campaign events is a logical one. It would not be illogical for the Mayor or any other candidate similarly situated to assume that the requirement to total and list two similar inkind contributions totaling slightly over \$100.00 during the campaign period is reasonable under the circumstances. Sec. 62-74(c) places the burden of proof on the complaining party to establish the violation under the Code of Ethics by "clear and convincing evidence." The Complaint provides no clear and convincing evidence of any intent on the part of Mayor Learnard to circumvent the Campaign Finance Reporting laws. On the contrary, the evidence shows that Mayor Learnard was filed in her Campaign Disclosure Reports as she understood the requirements to be.

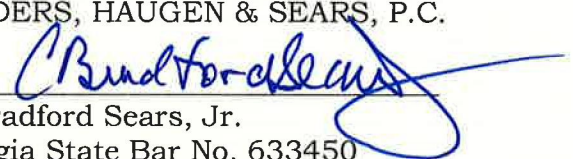
CONCLUSION

Based on the foregoing and an analysis of the controlling provisions of the Code of Ethics for Peachtree City, the determination of the undersigned is that this Complaint was not filed in conformity with the requirements of Sec. 62-75 (b)(1) [See Sec. 62-73(d) and (e)] and that the Complaint is unjustified pursuant to Sec. 62-75 (b)(2). For these reasons, the Complaint should be dismissed.

Respectfully submitted this 29th day of September, 2022.

Sincerely,

SANDERS, HAUGEN & SEARS, P.C.

By: 

C. Bradford Sears, Jr.

Georgia State Bar No. 633450

CBSjr/ph