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SPECIAL CALLED COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member
James Lowe – Post 2, Council Member
Alex Wright – Post 3, Council Member

Jeanne Aulbach – Post 4, Council Member
Lorri Christopher – Post 5, Council Member
Weare Gratwick – Post 6, Council Member

November 8, 2012

COUNCIL AGENDA

7:30 PM

Hilton Atlanta, NE,

5993 Peachtree Industrial Blvd, Peachtree Corners 30092

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) MAYOR'S OPENING REMARKS

E) MINUTES Consideration of October 30, 2012 Special Called Meeting Minutes

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA-No Items

I) REPORTS AND PRESENTATIONS

D. Wheeler »Update on Community Development Planning Issues

J) OLD BUSINESS

1. O2012-10-66 SECOND READ and Consideration to Approve an Amendment to Chapter 18: BUSINESS in the Code of Ordinances for the City of Peachtree Corners

AN ORDINANCE TO AMEND CHAPTER 18, BUSINESSES, TO PROVIDE FOR TAXATION ON FINANCIAL INSTITUTIONS; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

2. R2012-10-25 Consideration of Resolution Authorizing the Mayor to Sign Intergovernmental Agreement with Gwinnett County Regarding the Energy Excise Tax (Tabled from 10/30 Mtg.)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA, APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY, GWINNETT COUNTY AND OTHER CERTAIN MUNICIPALITIES OF GWINNETT COUNTY CONCERNING AN ENERGY EXCISE TAX ENACTED PURSUANT TO ARTICLE 6 OF CHAPTER 13 OF TITLE 48 OF THE O.C.G.A.; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES

K) NEW BUSINESS

1. **R2012-11-30** **Review and Consideration of Resolution Adopting the City of Peachtree Corners Personnel Policy**
A RESOLUTION TO ADOPT AND APPROVE THE PERSONNEL POLICIES AND PROCEDURES MANUAL FOR THE CITY OF PEACHTREE CORNERS
2. **ACTION ITEM** **Review and Consideration to Approve the Award for Information Technology Services for the City of Peachtree Corners, Georgia**
3. **R2012-11-31** **Consideration of Resolution Appointing the City Clerk for the City of Peachtree Corners, Georgia**
A RESOLUTION APPOINTING CITY CLERK FOR THE CITY OF PEACHTREE CORNERS, GEORGIA
4. **O2012-11-67** **FIRST READ and Consideration to Approve Ordinance Adopting by Reference the International Property Maintenance Code for the City of Peachtree Corners, Georgia**
AN ORDINANCE TO ADOPT THE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND AMENDMENTS THERETO, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARD FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF PEACHTREE CORNERS, GEORGIA; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AND FOR OTHER PURPOSES

L) OTHER BUSINESS

M) EXECUTIVE SESSION

N) ADJOURNMENT

CITY OF PEACHTREE CORNERS
SPECIAL CALLED COUNCIL MEETING
October 30, 2012 @ 7:30pm

The Mayor and Council of the City of Peachtree Corners held a Special Called Council Meeting on Tuesday, October, 30, 2012 at 7:30pm and it was held at the Robert Fowler YMCA, located at 5600 West Jones Bridge Road, in Peachtree Corners, GA 30092. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd - Post 1
Council Member	James Lowe - Post 2
Council Member	Alex Wright - Post 3 -- Delayed
Council Member	Jeanne Aulbach - Post 4
Council Member	Lorri Christopher - Post 5
Council Member	Weare Gratwick - Post 6
City Attorney	Bill Riley
City Manager	Julian Jackson
Acting City Clerk	Joan Jones

PLEDGE OF ALLEGIANCE: Mayor Mason led the Pledge of Allegiance.

OPENING COMMENTS: Mayor Mason thanked everyone for attending. He offered condolences to City Manager Jackson on the death of his stepfather.

MINUTES: Mayor Mason called for a motion to consider the October 16, 2012 Council Meeting Minutes. Council Member Aulbach motioned, seconded by Council Member Christopher to approve the minutes as presented. There being no further discussion, the motion carried unanimously.

PUBLIC COMMENT: No public comments made.

AGENDA CONSIDERATION: Mayor Mason requested council to consider amending tonight's agenda by tabling New Business Item L2-regarding the Energy Excise Tax pending further review. Council Sadd motioned, seconded by Council Member Lowe to approve tonight's agenda with the amendment to table Item L2 (Resolution for Energy Excise Tax) for further review. There was discussion on the time frame as to when the council needs to take action on this resolution (which will be at the next meeting). There being no further discussion, the motion carried and the agenda was approved as amended.

CONSENT AGENDA: No Consent Agenda Items

REPORTS and PRESENTATIONS: Community Development Director Diana Wheeler provided her report on **staff activities** during October 22nd through October 26th which included a breakdown of permits issued by the County (included with packet). Director Wheeler also provided an overview of the **Property Maintenance Code** which she hopes council will consider adopting as soon as feasible. This code provides for guidelines and restrictions the Peachtree Code Enforcement Officer can use when working with citizens and businesses. Ms. Wheeler explained this is what Gwinnett County is currently enforcing. She asked council to review this code and provide her feedback for any changes or concerns. There was a brief review of the tree section (311). This will be on the upcoming agenda as an ordinance for a First Read.

City Manager Jackson reported the employee benefit information is included in the packets and council has been briefed on the proposals.

OLD BUSINESS: No Old Business

NEW BUSINESS:

AMENDMENT TO CHAPTER 18: BUSINESSES: The First Read of Ordinance 2012-10-66 to Amend Chapter 18: Businesses, to provide for taxation on Financial Institutions, to provide for Codification, to provide for Severability, to provide an Effective Date and for Other Purposes was held. Attorney Riley explained this is just a First Read and a presentation will be given prior to adoption at the next meeting. **(FIRST READ)**

APPOINTMENT TO GWINNETT VILLAGE CID BOARD: Mayor Mason recommended and nominated Council Member Phil Sadd as the City of Peachtree Corners' appointee and representative to the Gwinnett Village Community Improvement District Board. Council Member Lowe motioned, seconded by Council Member Christopher to approve the Resolution appointing Phil Sadd to the Gwinnett Village CID Board. There was brief discussion on the scribe's error within the resolution. Attorney Riley explained the resolution can be passed as the error will be corrected prior to signature. There being no further discussion, the motion carried unanimously. **(RESOLUTION 2012-10-26)**

WORKERS COMPENSATION: City Manager Jackson reviewed this resolution which provides for membership in the Georgia Municipal Association Worker's Compensation Self-Insurance Fund. The 2013 annual premium is \$2,163.00 and covers city employees, Mayor and Council. There being no discussion, Council Member Aulbach motioned, seconded by Council Member Christopher to approve resolution authorizing membership in the GMA Workers Comp. Self-Insurance Fund. City Manager Jackson clarified there is no coverage for Police/Fire. The motion carried unanimously. **(RESOLUTION 2012-10-27)**

DEFERRED COMPENSTATION PLAN: City Manager Jackson explained this resolution approves and authorizes the 457B plan which allows employees to contribute to their retirement; he noted this is also available to Mayor and Council. Council Member Lowe motioned, seconded by Council Member Gratwick to approve this resolution for participation in the GMA Deferred Compensation Plan. There being no further discussion, the motion carried unanimously. **(RESOLUTION 2012-10-28)**

DEFINED CONTRIBUTION PLAN: City Manager Jackson explained this resolution approves and authorizes the 401(a) plan which provides for the city portion of the retirement contribution for the employees. Council Member Aulbach motioned, seconded by Council Member Gratwick to approve this resolution for participation in the GMA Defined Contribution Plan. There being no further discussion, the motion carried unanimously. **(RESOLUTION 2012-10-29)**

GMEBS PROGRAM: City Manager Jackson explained this is the Georgia Municipal Employee Benefits System which provides employee benefits for Health and Dental Insurance. Council Member Gratwick motioned, seconded by Council Member Christopher approve this Action Item for employee benefits with GMEBS. There being no further discussion, the motion carried unanimously. **(ACTION ITEM)**

SERVICE NOTIFICATION TO GWINNETT COUNTY: Attorney Riley reviewed the portion of the Intergovernmental Agreement with Gwinnett County which requires a 60 day notification for any services the city will be taking on beginning January 1, 2013. He explained the city will be taking over the Alcohol and Business Licensing in order to receive the revenue, he will provide a written notification to Gwinnett

County tomorrow in order to comply with the IGA. Council Member Christopher motioned, seconded by Council Member Aulbach to approve the notification to Gwinnett County that the city will take over certain services. There being no further discussion, the motion carried unanimously. **(ACTION ITEM)**

RFP for COMPREHENSIVE PLAN: Council Member Lowe motioned, seconded by Council Member Gratwick to approve the presented Request for Proposal for the 2033 Peachtree Corners Comprehensive Plan. During discussion, Community Development Director Wheeler confirmed there were no changes to the proposed RFP when asked by Council Member Lowe. There being no further discussion, the motion carried unanimously. **(ACTION ITEM)**

Council Member Wright arrived.

PURCHASE OF TELEPHONE SYSTEM: City Manager Jackson reviewed the three quotations he received for a telephone system and recommended council approve CDW-G's quote of \$7,273 which will give the city 23 lines to work with. There being no further discussion, Council Member Christopher motioned, seconded by Council Member Aulbach to approve the purchase of a telephone system from CDW-G as recommended by the City Manager. The motion carried unanimously. **(ACTION ITEM)**

OTHER BUSINESS: Mayor Mason asked Council to consider rescheduling the November 6th meeting to November 8th due to the elections and as City Manager Jackson will not be available. There was council consensus to move the meeting date to November 8th.

Council Member Gratwick reminded council and audience that Friday Night is the Taste of Norcross and invited everyone to attend.

EXECUTIVE SESSION: No Executive Session held.

ADJOURNMENT: There being no further business, Council Member Christopher motioned, seconded by Council Member Gratwick to adjourn the meeting. There being no further discussion, the motion carried unanimously and the meeting was adjourned.

Approved,

Attest:

Mike Mason, Mayor

Joan C. Jones, Acting City Clerk



Memo

TO: Mayor and Council
CC: Julian Jackson, City Manager
FROM: Diana Wheeler, Community Development Director
SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the week of 10/29/12 – 11/2/12.

- A. Meetings with:
 - 1. A property owner to discuss signs for his property on Buford Highway.
 - 2. Contractor doing interior work on city hall space.
 - 3. Candidates for City Clerk position.
- B. Prepared Development Services RFP responses for website posting.
- C. Issued 2033 Comprehensive Plan RFP.
- D. Prepared staff reports, materials, and packets for next Planning Commission meeting.
- E. Responded to phone calls and e-mails from residents, business people, and others.

Gwinnett County Activity Report

- A. 10 building permits were issued.
- B. no development permits were issued.
- C. no development plans were submitted.



GWINNETT COUNTY

DEPARTMENT OF PLANNING AND DEVELOPMENT
 ONE JUSTICE SQUARE
 446 West Crogan Street, Lawrenceville, Georgia 30046
 Phone: 678.518.6020 Fax: 678.518.6028
 678.518.6277 24 Hour Inspection Requests
 www.gwinnettcountry.com

PERMITS ISSUED BETWEEN 10/22/2012 AND 10/26/2012 FOR THE CITY OF PEACHTREE CORNERS

CASE NUMBER	BLD2012-08154	PARCEL #	6271 052	ISSUED ON	10/26/2012	PROJECT:	NORTHWOODS BLDG 12 - GOLDEN LIVING HUB
CENSUS TRACT:	437 Alterations (Non-Res), Interior Finish	CONTRACTOR:	INTEGRA CONSTRUCTION INC	ZONING DISTRICT:	M1	NO. OF UNITS:	
LOT:	050423		185 ALLEN ROAD	ESTIMATED COST:	\$500,000.00	HEATED AREA:	10891
BLOCK:			STE 100			UNHEATED AREA:	
SUBDIVISION:			678.702.5889	TENANT:	GOLDEN LIVING HUB	Sewer/Septic:	Sewer
ST ADDRESS, CITY:	3100 NORTHWOODS PL, NORCROSS	USE:	Commercial Zoning C1,C2,C3	Payment Received:	\$2850.00		
COMM/RES:	Commercial	TYPE OF WORK:	Interior Finish				
WORK DESC:	INTERIOR FINISH PERMIT, SUITE F, GOLDEN LIVING HUB						
CASE NUMBER	BLD2012-09053	PARCEL #	6253 097	ISSUED ON	10/22/2012	PROJECT:	PEACHTREE CORNERS BUSINESS PARK, BROOK FURNITURE RENTAL
CENSUS TRACT:	0/S Fire Repair, Sign, Above Ground Pool, Mech	CONTRACTOR:	MCGEE'S STORAGE HANDLING	ZONING DISTRICT:	M1	NO. OF UNITS:	
LOT:	050306		300 PIEDMONT CT	ESTIMATED COST:	\$8,500.00	HEATED AREA:	42919
BLOCK:			DORAVILLE, GA 30340			UNHEATED AREA:	
SUBDIVISION:	undefined		770.458.4346	TENANT:	BROOK FURNITURE RENTAL	Sewer/Septic:	Sewer
ST ADDRESS, CITY:	6580 Jimmy Carter Blvd. Suite-A, Norcross	USE:	Commercial Manufacturing	Payment Received:	\$292.50		
COMM/RES:	Commercial	TYPE OF WORK:	Racking & Shelving Conveyor Permit				
WORK DESC:	RACKING PERMIT, SUITE A, BROOK FURNITURE RENTAL						
CASE NUMBER	BLD2012-09905	PARCEL #	6304 311	ISSUED ON	10/25/2012	PROJECT:	5TH 3RD BANK
CENSUS TRACT:	0/S Fire Repair, Sign, Above Ground Pool, Mech	CONTRACTOR:	SIGN ART	ZONING DISTRICT:	OI	NO. OF UNITS:	
LOT:	050310		6225 OLD CONCORD ROAD	ESTIMATED COST:	\$2,500.00	HEATED AREA:	
BLOCK:			CHARLOTTE, NC 28213			UNHEATED AREA:	
SUBDIVISION:	undefined		704.597.9801	TENANT:	FIFTH THIRD BANK	Sewer/Septic:	
ST ADDRESS, CITY:	3670 HOLCOMB BRIDGE RD, NORCROSS	USE:	Sign	Payment Received:	\$30.00		
COMM/RES:	Commercial	TYPE OF WORK:	Complete Building Permit				
WORK DESC:	GROUND SIGN FOR FIFTH THIRD BANK, 24.8 SQ. FT., 8.6 FT HEIGHT, 7.08 FT. WIDTH, 1.44 FT. DEPTH, 5 FT. SETBACK FROM ROW.						

CASE NUMBER	BLD2012-10049	PARCEL # 6253 097	ISSUED ON 10/22/2012	PROJECT: ACCENT DECOR
	0/S Fire Repair, Sign, Above Ground Pool, Mech		CONTRACTOR: MCGEE'S STORAGE HANDLING	ZONING DISTRICT: M1
CENSUS TRACT:	050306		300 PIEDMONT CT	NO. OF UNITS:
LOT:				ESTIMATED COST: \$6,000.00
BLOCK:			DORAVILLE, GA 30340	HEATED AREA:
SUBDIVISION:	undefined		770.458.4346	UNHEATED AREA:
ST ADDRESS, CITY:	6550 JIMMY CARTER BLVD, NORCROSS		TENANT: ACCENT DECOR	Sewer/Septic: Sewer
COMM/RES:	Commercial		USE: Commercial Manufacturing	Payment Received: \$180.00
			TYPE OF WORK: Racking & Shelving Conveyor Permit	
WORK DESC:	RACKING PERMIT			
CASE NUMBER	BLD2012-10093	PARCEL # 6276 005	ISSUED ON 10/23/2012	PROJECT: GATEWAY VILLAGE, PEACHTREE C.K.D.
	437 Alterations (Non-Res), Interior Finish		CONTRACTOR: MIMMS ENTERPRISES INC	ZONING DISTRICT: C2
CENSUS TRACT:	050304		780 OLD ROSWELL PLACE STE 100	NO. OF UNITS:
LOT:				ESTIMATED COST: \$2,500.00
BLOCK:			ROSWELL, GA 30076	HEATED AREA: 1534
SUBDIVISION:	undefined		770.518.2200	UNHEATED AREA:
ST ADDRESS, CITY:	6889 PEACHTREE IND BLVD STE M, NORCROSS		TENANT: PEACHTREE C.K.D.	Sewer/Septic: Sewer
COMM/RES:	Commercial		USE: Commercial Zoning C1,C2,C3	Payment Received: \$480.00
			TYPE OF WORK: Interior Finish	
WORK DESC:	INTERIOR FINISH, CONVERSION FROM MERCANTILE TO ASSEMBLY, PEACHTREE C.K.D., SUITE M			
CASE NUMBER	BLD2012-10177	PARCEL # 6318 245	ISSUED ON 10/23/2012	PROJECT: WELLINGTON LAKE, 311A
	0/S Fire Repair, Sign, Above Ground Pool, Mech		CONTRACTOR: DIVERSE PLUMBING & MECHANICAL	ZONING DISTRICT: R100
CENSUS TRACT:	050308		139 VILLAGE TRACE	NO. OF UNITS:
LOT:	311			ESTIMATED COST: \$500.00
BLOCK:	A		WOODSTOCK, GA 30188	HEATED AREA:
SUBDIVISION:	WELLINGTON LAKE		678.907.8199	UNHEATED AREA:
ST ADDRESS, CITY:	4032 NOBLEMAN PT, DULUTH		TENANT:	Sewer/Septic:
COMM/RES:	Residential		USE: Single Family Detached Dwelling	Payment Received: \$30.00
			TYPE OF WORK: Plumbing Only	
WORK DESC:	PLUMBING ONLY, REPLACE WATER HEATER			

CASE NUMBER	BLD2012-10185	PARCEL # 6258 029	ISSUED ON 10/24/2012	PROJECT: HOUSE DEMOLITION
	645 Demolition - Residential (1 unit)		CONTRACTOR: PRIORITY CONT & CONST	ZONING DISTRICT: M1
CENSUS TRACT:	050309		P O BOX 942161	NO. OF UNITS:
LOT:				ESTIMATED COST: \$4,100.00
BLOCK:			ATLANTA, GA 30430	HEATED AREA:
SUBDIVISION:			678.482.3998	UNHEATED AREA:
ST ADDRESS, CITY:	4729 BUFORD HWY, NORCROSS		TENANT: HOUSE DEMOLITION	Sewer/Septic: Septic
COMM/RES:	Commercial		USE: Single Family Detached Dwelling	Payment Received: \$80.00
			TYPE OF WORK: Demolition	
WORK DESC:	DEMOLITION PERMIT, COMPLETE HOUSE DEMOLITION,			
CASE NUMBER	BLD2012-10210	PARCEL # 6304 015	ISSUED ON 10/25/2012	PROJECT: LIFE TIME TENNIS ATLANTA
	0/S Fire Repair, Sign, Above Ground Pool, Mech		CONTRACTOR: PFISTS INC	ZONING DISTRICT: C2
CENSUS TRACT:	505.17		4005 BANKHEAD HWY	NO. OF UNITS:
LOT:				ESTIMATED COST: \$8,000.00
BLOCK:			DOUGLASVILLE, GA 30134	HEATED AREA:
SUBDIVISION:			770.942.4527	UNHEATED AREA:
ST ADDRESS, CITY:	6350 COURTSIDE DR, NORCROSS		TENANT: LIFE TIME TENNIS ATLANTA	Sewer/Septic: Sewer
COMM/RES:	Commercial		USE: Commercial Zoning C1,C2,C3	Payment Received: \$48.00
			TYPE OF WORK: Plumbing Only	
WORK DESC:	PLUMBING ONLY, LIFE TIME TENNIS ATLANTA, UP GRADE 1500 GAL GREASE TRAP			
CASE NUMBER	BLD2012-10287	PARCEL # 6271 324	ISSUED ON 10/26/2012	PROJECT: CUBE SMART
	0/S Fire Repair, Sign, Above Ground Pool, Mech		CONTRACTOR: CUBE SMART	ZONING DISTRICT: M1
CENSUS TRACT:	050309		5180 PEACHTREE	NO. OF UNITS:
LOT:			TENANT CHANGE	ESTIMATED COST: \$0.00
BLOCK:			NORCROSS, GA 30067	HEATED AREA: 56838
SUBDIVISION:	undefined		404.388.8511	UNHEATED AREA:
ST ADDRESS, CITY:	5180 PEACHTREE INDUSTRIAL BLVD, NORCROSS		TENANT: CUBE SMART	Sewer/Septic: Sewer
COMM/RES:	Commercial		USE: Commercial Manufacturing	Payment Received: \$180.00
			TYPE OF WORK: Tenant Change	
WORK DESC:	TENANT CHANGE,CUBE SMART SELF STORAGE FACILITY			

CASE NUMBER	BLD2012-10297	PARCEL #	6301 126	ISSUED ON	10/26/2012	PROJECT:	PEACHTREE MEMORIAL PARK
	0/S Fire Repair, Sign, Above Ground Pool, Mech			CONTRACTOR:	JOHN WATTS CONSTRUC	ZONING DISTRICT:	undefined
CENSUS TRACT:	503.06				1961 CALVIN DR	NO. OF UNITS:	
LOT:						ESTIMATED COST:	\$2,400.00
BLOCK:					DULUTH, GA 30097	HEATED AREA:	
SUBDIVISION:	undefined				770-476-4301	UNHEATED AREA:	
ST ADDRESS, CITY:	5051 PEACHTREE INDUSTRIAL BLVD, PEACHTREE CORNERS			TENANT:	PEACHTREE MEMORIAL PARK	Sewer/Septic:	
COMM/RES:	Commercial			USE:	Commercial Other	Payment Received:	\$30.00
				TYPE OF WORK:	Electrical Only		
WORK DESC:	ELECTRICAL ONLY TO INSTALL SERVICE AND DEVICES IN STORAGE BUILDING						
TOTAL PERMITS ISSUED: 10							

**AN ORDINANCE TO AMEND CHAPTER 18, BUSINESSES, TO PROVIDE FOR
TAXATION ON FINANCIAL INSTITUTIONS; TO PROVIDE FOR CODIFICATION;
TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES**

WHEREAS, the Mayor and City Council is the duly constituted governing authority for the City of Peachtree Corners; and

WHEREAS, regulations and policies pertaining to certain fees and taxes are outlined in the Charter of the City of Peachtree Corners, Georgia, specifically the authority to collect licensing fees and occupation taxes; and

WHEREAS, pursuant to Title 48, Chapter 6 of the O.C.G.A., the City of Peachtree Corners, Georgia, is authorized to levy certain taxes on financial institutions as described in the below Ordinance.

NOW, THEREFORE, the Mayor and Council of the City of Peachtree Corners hereby ordains that Chapter 18 of the Code of the City of Peachtree Corners, Georgia is hereby amended, by addition of Article XVII (Financial Institutions) to read as follows:

ARTICLE XVII. FINANCIAL INSTITUTIONS

Sec. 18-426. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bank means any financial institution chartered under the laws of any state or under the laws of the United States which is authorized to receive deposits in this state and which has a corporate structure authorizing the issuance of capital stock.

Depository financial institution means a bank or a savings and loan association.

Gross receipts means gross receipts as defined in O.C.G.A. § 48-6-93.

Savings and loan association means any financial institution, other than a credit union, chartered under the laws of any state or under the laws of the United States which is authorized to receive deposits in this state and which has a mutual corporate form.

Sec. 18-427. Tax levied; rate.

In accordance with O.C.G.A. § 48-6-93, there is hereby levied an annual business license tax upon all depository financial institutions located within the City at a rate of 0.25 percent of the gross receipts of said depository financial institutions.

Sec. 18-427. Minimum Business License Tax.

The minimum annual amount of business license tax due from any depository financial institution pursuant to O.C.G.A. § 48-6-93(a) shall be \$1,000.00.

Sec. 18-428. Filing of Return.

Pursuant to O.C.G.A. § 48-6-93(a), each depository financial institution subject to the tax levied by this Article shall file a return of the gross receipts with the City tax collector's office on or before March 1 of the year following the year in which such gross receipts are measured. Said return shall be in the manner and the form prescribed by the Commissioner of the Department of Revenue of the State of Georgia, based on the allocation method set forth in O.C.G.A. § 48-6-93(d). The return shall provide the information necessary to determine the portion of the taxpayer's state gross receipts to be allocated to each taxing jurisdiction in which such institution has an office. The City tax collector's office shall assess and collect the tax levied pursuant to this Article based upon the information provided in said return.

Sec. 18-429. Due Date of Taxes.

Taxes levied pursuant to this Article shall be paid to the tax collector at the time of filing the return.

Sec. 18-430. Administrative Provisions.

The City Manager or designee is hereby authorized and directed to forward a copy of this Article to each depository financial institution located in the City and to the home office of each such depository financial institution that does business in the City, if located outside the City.

Sec. 18-431. Relation of Tax to Other Business Licenses.

The tax imposed by this Article shall be in lieu of any other business license upon depository financial institutions.

Secs. 18-432 – 18-450. Reserved.

SO ORDAINED AND EFFECTIVE, this the 8th of November, 2012.

APPROVED:

Mike Mason, Mayor

ATTEST:

Approved as to Content and Form

Joan C. Jones, Acting City Clerk

William F. Riley, Jr., City Attorney

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA, APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY, GWINNETT COUNTY AND OTHER CERTAIN MUNICIPALITIES OF GWINNETT COUNTY CONCERNING AN ENERGY EXCISE TAX ENACTED PURSUANT TO ARTICLE 6 OF CHAPTER 13 OF TITLE 48 OF THE O.C.G.A.; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, the County is authorized pursuant to Article 6 of Chapter 13 of Title 48 of O.C.G.A. (the “Energy Excise Tax Act”) to levy and collect an excise tax on the sale or use of energy (“Energy Excise Tax”) when such sale or use would have constituted a taxable event for purposes of the sales and use tax under Article 1 of Chapter 8 of Title 48 of the O.C.G.A., but for the exemption in O.C.G.A. Section 48-8-3.2; and

WHEREAS, pursuant to O.C.G.A. Section 48-13-113, the County and the Municipalities of Gwinnett County have met together and conferred to discuss whether or not the Energy Excise Tax should be levied within the special district within Gwinnett County; and

WHEREAS, pursuant to O.C.G.A. Section 48-13-114, the County and the Participating Municipalities have determined that an Energy Excise Tax should be levied; and

WHEREAS, the City will, to the best of its ability, utilize the funds to support economic development of the City, including its economic infrastructure and businesses, as authorized by law; and

WHEREAS, O.C.G.A. Section 48-13-114(a)(1) requires the County and the Participating Municipalities within the County to execute an intergovernmental agreement which provides for the distribution of proceeds in accordance with O.C.G.A. Section 48-13-114(c) prior to the adoption of an ordinance by the County levying and imposing the Energy Excise Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA as follows:

SECTION 1

That the attached Intergovernmental Agreement addressing the imposition, levy, collection, administration, allocation, and distribution of proceeds of the Energy Excise Tax between Gwinnett County and the City of Peachtree Corners, the City of Auburn, City of Berkely Lake, City of Braselton, City of Buford, City of Dacula, City of Duluth, City of Grayson, City of Lawrenceville, City of Lilburn, City of Loganville, City of

Norcross, City of Rest Haven, City of Snellville, City of Sugar Hill, and the City of Suwanee, is hereby approved and authorized.

SECTION 2

That the Mayor is authorized to execute such intergovernmental agreement on behalf of such city council and affix the seal of the city thereto.

SECTION 3

That all resolutions or parts of resolutions, in conflict herewith are repealed.

SO RESOLVED AND EFFECTIVE, this 8th day of November, 2012.

Approved:

Mike Mason, Mayor

ATTEST:

Joan Jones, Acting City Clerk

Seal

GWINNETT COUNTY, GEORGIA
ENERGY EXCISE TAX
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT FOR THE ALLOCATION AND DISTRIBUTION
OF PROCEEDS FROM THE ENERGY EXCISE TAX**

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the _____ day of _____, 20____, by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (the “County”), and the **CITY OF _____**, the **CITY OF _____**, and the **CITY OF _____**, municipal corporations of the State of Georgia, (the “Participating Municipalities”, individually and collectively).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the “Intergovernmental Contracts Clause”) authorizes the County and the Participating Municipalities to contract, for a period not exceeding 50 years; and

WHEREAS, the County is authorized pursuant to O.C.G.A. § 48-13-110 *et seq.*, (the “Energy Excise Tax Act”) to levy and collect an excise tax on the sale, use, storage, or consumption of energy (“Energy Excise Tax”) when such sale, use, storage, or consumption of energy would have constituted a taxable event for purposes of the sales and use tax under O.C.G.A. § 48-8-1 *et seq.*, but for the exemption in O.C.G.A. § 48-8-3.2; and

WHEREAS, pursuant to O.C.G.A. § 48-13-113, the County and the municipalities of the County have met together and conferred to discuss whether or not the Energy Excise Tax should be levied within the special district within Gwinnett County; and

WHEREAS, pursuant to O.C.G.A. § 48-13-114, the County and the Participating Municipalities have determined that an Energy Excise Tax should be levied; and

WHEREAS, O.C.G.A. § 48-13-114(a)(1) requires the County and the Participating Municipalities within the County execute an intergovernmental agreement which provides for the distribution of proceeds in accordance with

O.C.G.A. § 48-13-114(c) prior to the adoption of an ordinance by the County levying and imposing the Energy Excise Tax.

NOW, THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the benefits flowing to the parties hereto and to the citizens of each under this Agreement, and for good and valuable consideration the County and the Participating Municipalities consent and agree as follows:

**SECTION 1
REPRESENTATIONS & MUTUAL COVENANTS**

(A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; and

(iii) This Agreement is a valid, binding, and enforceable obligation of the County.

(B) Each Participating Municipality makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) Each Participating Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Participating Municipality is duly authorized to execute, deliver, and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Participating Municipality; and

(iv) Each Participating Municipality is located wholly or partially within the geographic boundaries of the special district created in the County.

(C) It is the intention of the County and each Participating Municipality to comply in all respects the provisions of the Energy Excise Tax Act and all provisions of this Agreement shall be construed in light of the provisions of the Energy Excise Tax Act.

(D) The County and each Participating Municipality agree to maintain thorough and accurate records concerning the receipt of proceeds under this Agreement.

**SECTION 2
CONDITIONS PRECEDENT**

(A) The obligations of the County and each Participating Municipality pursuant to this Agreement are conditioned upon the adoption of an ordinance by the County levying and imposing the Energy Excise Tax in accordance with the provisions of the Energy Excise Tax Act.

(B) This Agreement is further conditioned upon the collecting of Energy Excise Tax revenues by the County and the transferring of those revenues to the general fund of the County and the general fund of each Participating Municipality.

**SECTION 3
ADMINISTRATION AND COLLECTION COSTS**

In accordance with O.C.G.A. § 48-13-114(b), the proceeds of the Energy Excise Tax shall be allocated and distributed by the governing authority of the County at the end of each calendar month, and, of such proceeds, an amount equal to 1 percent of such proceeds collected by the county shall be paid into the general fund of the County to defray the costs of collection and administration.

**SECTION 4
ALLOCATION AND DISTRIBUTION OF REMAINDER PROCEEDS**

(A) In accordance with O.C.G.A. § 48-13-114 (b) and (c), the remainder of the proceeds following the subtraction of costs of collection and administration under Section 3 of this Agreement shall be allocated and distributed by the governing authority of the County pursuant to this Agreement as provided in this Section.

(B) Such remaining proceeds shall be allocated and distributed by the governing authority of the County within 30 days following the end of each calendar month to the general fund of the County and to the general fund of each Participating Municipality in accordance with the applicable provisions of O.C.G.A. § 48-13-114 (c)(1) or (2) as follows:

(1) If two local sales and use taxes are in effect in the special district, an amount equal to one-half of the proceeds shall be distributed to the County general fund and the general fund of each Participating Municipality located in the County according to the same proportionate share as specified under the distribution provisions of the first local sales and use tax and an amount equal to one-half of the proceeds of the excise tax shall be distributed to the County general fund and the general fund of each Participating Municipality located in such County according to the same proportionate share as specified under the distribution provisions of the second local sales and use tax; or

(2) If only one such local sales and use tax is in effect in the special district, then the proceeds of the excise tax shall be distributed to the County general fund and the general fund of each Participating Municipality located in the County according to the same proportionate share as specified under the distribution provisions of the local sales and use tax.

(C) Such remaining proceeds shall not be subject to any use or expenditure requirements provided for under the provisions of law of the local sales and use taxes which are now subject to exemption under O.C.G.A. § 48-8-3.2 and are authorized to be expended in the same manner as would have otherwise been required under such local sales and use tax provisions of law or to be expended for any lawful purpose.

SECTION 5 COUNTY ORDINANCE ADOPTION

In accordance with O.C.G.A. § 48-13-114 (a)(1), following the execution of this Agreement by the County and each Participating Municipality, the County agrees to adopt timely an ordinance levying the Energy Excise Tax pursuant to O.C.G.A. § 48-13-110 *et seq.*

SECTION 6 ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements between the County and the Participating Municipalities with respect to all matters relating to the imposition, levy,

collection, administration, allocation, and distribution of proceeds of the Energy Excise Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to such matters.

**SECTION 7
AMENDMENT OR MODIFICATION OF AGREEMENT**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Participating Municipalities.

**SECTION 8
GOVERNING LAW**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and laws of the State of Georgia.

**SECTION 9
SEVERABILITY**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

**SECTION 10
COMPLIANCE WITH LAW**

The County and each Participating Municipality shall comply with all applicable local, state, and federal statutes, ordinances, rules, and regulations.

**SECTION 11
NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**SECTION 12
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 13
EFFECTIVE DATE OF ENERGY EXCISE TAX**

The County and each Participating Municipality agree that the Energy Excise Tax shall become effective date on January 1, 2013.

**SECTION 14
MEDIATION**

The County and each Participating Municipality agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Participating Municipalities, acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

GWINNETT COUNTY, GEORGIA

BY: _____

Charlotte J. Nash, Chairman, Gwinnett County Board of Commissioners

ATTEST: _____

Clerk

seal

CITY OF AUBURN, GEORGIA

BY: _____

Linda Blechinger, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF BERKELEY LAKE, GEORGIA

BY: _____

Lois Salter, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF BRASELTON,, GEORGIA

BY: _____

Bill Orr, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF BUFORD, GEORGIA

BY: _____

Phillip Beard, Commission Chairman

(SEAL)

ATTEST: _____

Clerk

CITY OF DACULA, GEORGIA

BY: _____

Jimmy Wilbanks, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF DULUTH, GEORGIA

BY: _____

Nancy Harris, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF GRAYSON, GEORGIA

BY: _____

Jim Hinkle, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF LAWRENCEVILLE, GEORGIA

BY: _____

Judy Jordan Johnson, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF LILBURN, GEORGIA

BY: _____

Johnny Crist, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF LOGANVILLE, GEORGIA

BY: _____

Ray Nunley, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF NORCROSS, GEORGIA

BY: _____

Bucky Johnson, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF PEACHTREE CORNERS, GEORGIA

BY: _____

Mike Mason, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF REST HAVEN, GEORGIA

BY: _____

Kenneth Waycaster, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF SNELLVILLE, GEORGIA

BY: _____

Kelly Kautz, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF SUGAR HILL, GEORGIA

BY: _____

Gary Pirkle, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF SUWANEE, GEORGIA

BY: _____

Jimmy Burnette, Mayor

(SEAL)

ATTEST: _____

Clerk

A RESOLUTION TO ADOPT AND APPROVE THE PERSONNEL POLICIES AND PROCEDURES MANUAL FOR THE CITY OF PEACHTREE CORNERS

WHEREAS, it is prudent to establish sound personnel policies and procedures for the City;
and

WHEREAS, proper management of personnel contributes in an integral manner to the effective operation of the City and its officers and employees; and

WHEREAS, the City wishes to clearly delineate the guidelines that will be applied to the management of its employees, including employment policies, salaries, and relationships of various City Department employees; and

WHEREAS, the Personnel Policies and Procedures that have been presented address the major considerations associated with good management and employment practices of a local government.

NOW, THEREFORE, BE IT SO RESOLVED by the Mayor and Council of the City of Peachtree Corners, Georgia while in session on November 8, 2012, to take action as follows:

SECTION 1: That the Resolution for adoption of the Personnel Policies and Procedures Manual for the City of Peachtree Corners is hereby adopted and approved, said Policy attached hereto as if fully set forth herein; and

SECTION 2: That this Resolution and the Personnel Policies and Procedures shall be effective immediately upon its adoption.

SO RESOLVED AND EFFECTIVE, this the 8th day of November, 2012.

Approved:

Mike Mason, Mayor

Attest:

Joan C. Jones, Acting City Clerk

(Seal)

City of Peachtree Corners

Personnel Policies and Procedures

Adopted

_____, 2012

Table of Contents

Section 1 - Introduction	1
Section 2 - Appointments.....	1
Section 3 - Separations.....	1-3
Section 4 - Attendance and Leave	3-7
Section 5 - Nepotism.....	7-8
Section 6 - Equal Opportunity and Non-Discrimination.....	8
Section 7 - Travel	9-12
Section 8 - Political Activities.....	12
Section 9 - Policy Changes.....	12

Section 1. Introduction

A. Purpose. The purpose of this document is to provide employees with general information regarding the personnel guidelines the City of Peachtree Corners. NEITHER THIS DOCUMENT NOR ANY PROVISION HEREIN CONSTITUTES AN EMPLOYMENT CONTRACT NOR ANY OTHER TYPE OF CONTRACT. Due to the nature of the City of Peachtree Corners operations and variations necessary to accommodate individual situations, the guidelines set out in this document may not apply to every employee or in every situation. The City of Peachtree Corners reserves the right to rescind, modify or deviate from these or other guidelines, policies, practices or procedures relating to employment matters from time to time as they consider necessary in their sole discretion, either in individual or City-wide situations with or without notice. While all sections of this document pertain to all employees of the City of Peachtree Corners that have been appointed by the City Manager or by the Mayor and Council, Section 7 of this document also applies to the Mayor and Council of the City of Peachtree Corners.

All employees of the City of Peachtree Corners are employed for an indefinite term, and employment may be terminated, with or without cause, at any time, at the will of either the employee or the City of Peachtree Corners. This status can only be altered by a written contract of employment which is specific as to all material terms and is signed by the appropriate parties.

B. Administration. The City Manager will be the Personnel Administrator for the City of Peachtree Corners.

Section 2. Appointments

All employees of the City of Peachtree Corners shall be appointed by the City Manager or the Mayor and Council as provided by the city charter or by ordinance. These appointments shall be made solely on the basis of professional qualifications.

Section 3. Separations

A. Types of Separation. Separations and/or terminations from positions shall be designated as one of the following:

1. Resignation

Section 3. (continued)

2. Abandonment of job
3. Quitting
4. Inability to perform the essential functions of the position even with reasonable accommodation
5. Loss of a job requirement necessary to perform the essential functions of the position
6. Dismissal or discharge
7. Retirement
8. Death

B. Resignation. An employee shall submit to the City Manager written notice of resignation at least fourteen 14 days in advance of the date of resignation. Authorized time off for personal leave is not considered proper notice of resignation. Failure to comply with this rule shall be entered on the service record of the employee.

C. Abandonment of Job. An employee not on authorized leave of absence as defined in Section 4, and who fails to report to work for three (3) consecutive days may be terminated from the service of the City for job abandonment.

D. Quitting. An employee that fails to submit a written notice of resignation at least 14 days in advance of the date of resignation will be classified under quitting.

F. Inability to Perform. If an employee suffers from a physical or mental disability which prevents him or her from performing the essential functions of their current position, even with reasonable accommodation, the employee may be reassigned to a different position, if the employee is qualified for the re-assigned position and if such position is vacant or will be vacant within a reasonable amount of time. Such a reassignment will be made to a position equivalent to the one presently held in terms of pay or job status. If there are no accommodations that would enable the employee to remain in the current position and there are no positions soon to be vacant for which the employee is qualified, the employee may be reassigned to a lower graded position or be terminated due to inability to perform the job. In all such cases, the employee will cooperate with the City to determine the limitations imposed by the disability and to design accommodation for the essential functions of the job.

Section 3. (continued)

- G. **Loss of Job Requirements.** Any employee who is unable to perform the essential functions of his or her job adequately because of loss of a necessary license or other necessary requirement shall be separated by lay-off from employment in that position until such license or requirement is re-obtained. The license or requirement should be reacquired within a reasonable length of time that is determined as the time necessary to acquire said qualification at the next available opportunity by the City, or the employee will be dismissed.

- H. **Dismissals.** Dismissals are involuntary terminations initiated by the City.

- J. **Death.** Separation shall be effective as of the date of the death of the employee. All compensation, including personal leave pay, and funds set aside from payroll deductions due to such employee as of the effective date of separation shall be paid to the beneficiary of the employee, the surviving spouse of such employee, or to the estate of such employee, as may be determined by law or by the applicable executed documents in the personnel folder of such employee.

Section 4. Attendance and Leave

- A. **Hours of Work.** The established work week and the hours of work shall, insofar as practicable, be uniform within occupational groups and shall be determined in accordance with the needs of the City and the reasonable needs of the public who may be required to do business with the City. The work schedule shall be established by the Personnel Administrator.

- B. **Attendance.** The Personnel Administrator shall keep complete attendance and other records on each employee, including personal leave.

- C. **Holidays.** All employees shall be eligible for holiday leave for the following days and other days as designated by specific action of the Mayor and City Council:

New Year's Day	Veterans Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

- 1. Whenever a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that

Section 4. (continued)

year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.

2. Holidays which occur during personal leave shall not be charged against personal leave.

D. **Birthday.** All full-time employees with 10 or more years of service shall be eligible for a paid holiday on their birthday.

E. **Personal Leave.**

1. **General.** Vacations are for the purpose of rejuvenating both physical and mental faculties and all employees are urged to avail themselves of vacation periods.

2. **Eligibility.** All full-time employees shall be entitled to earn and accrue personal leave.

3. **Rate of Leave Accrual.** Full-time employees begin to accrue personal leave immediately upon employment. Personal leave shall be accrued at a rate of twelve hours (12) per month.

4. **Notice of Leave.** A request for personal leave shall be submitted to the City Manager. Personal leave may be taken only after approval by the City Manager.

5. **Maximum Allowable Accumulation.** Unused personal leave not exceeding 480 hours may be carried into the next calendar year.

6. **Payment for Unused Leave.** When an employee is separated from the service, such employee shall be paid for all unused personal leave at the last salary rate per hour prior to date of termination.

F. **Other Types of Leave.**

1. **Military Leave.**

- a. Any regular employee who leaves the city to join the military forces of the United States during time of war or other national emergency, or is

inducted by Selective Service, may, upon written request, prior to induction into the military, be placed on military leave without pay,

Section 4. (continued)

such leave to extend through a date 90 days after which such service terminates. Such employee shall be entitled to be restored to the vacated position, or a comparable position, provided the employee makes application to the Personnel Administrator within 90 days of the date of discharge under honorable conditions, and is physically and mentally capable of performing the essential functions of the position with or without reasonable accommodation.

- b.** The returning employee shall be entitled to any increases in salary (including cost-of-living increases) or any advancement in grade which would normally be accorded to the incumbent of the position, with the exception of any increases or advancement in grade which would normally be dependent on meritorious performance of the duties of the position.
 - c.** In the event a position vacated by a person entering the military service as stated above no longer exists at the time he or she qualifies to return to work, such person shall be entitled to be re-employed in another position of the same status provided such re-employment does not necessitate the laying off of another employee.
 - d.** Any regular employee who is a member of the National Guard or an organized military reserve of the United States will be allowed leave of absence with pay to attend training camps upon presentation of orders concerning such training for up to eighteen (18) days or in the event the Governor declares a State of emergency up to thirty (30) days in any one calendar year. Subsequently, employees may charge their accrued personal leave to time off for military duty.
 - e.** Employees on leave of absence for military service have the same rights with regard to continuation of benefits, including group health coverage, as do employees on "leave" as described in Section 4.
- 2. Funeral Leave.** In the event of death in an employee's immediate family, he or she will be granted paid leave up to three scheduled working days. The employee will receive his or her normal pay for any scheduled workday that occurs during this period.

Immediate family is defined as spouse, child or step-child, their spouses, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-

Section 4. (continued)

law, sister-in-law, grandparents, spouse's grandparents, grandchildren, or any relative who is domiciled in the employee's household.

3. Family and Medical Leave.

- a. Under the Family and Medical Leave Act of 1993, a full-time employee, with at least twelve (12) months of service and has worked a minimum of 1,250 hours during that twelve (12) month period, may have up to twelve (12) weeks of unpaid leave per rolling 12-month period under the following situations or conditions:
 1. Birth, adoption or foster care of a child;
 2. Care of a child after birth or adoption;
 3. Care of a seriously ill close-family member (spouse, child, parent, foster parent); or
 4. Care for the worker's own serious health condition.
- b. All employees eligible for leave under the FMLA will be required to provide the City with a written certification of the serious health condition. Employees must give the Personnel Administrator (PA) a completed Certification Form, a Department of Labor (DOL) Form—"Certification of Physician or Practitioner", within fifteen (15) days after the employee requests leave under the FMLA. The PA may require the employee to obtain a second or third medical opinion regarding the condition and treatment. The PA may require the employee to provide periodic progress reports regarding "leave status."
- c. During the twelve (12) week leave period under FMLA, the City will maintain the employee's current health benefits.
- d. Upon reinstatement of employment, the City will return the employee to the previous or an equivalent position at the same level of pay, benefits, and other terms of employment.
- e. The employee may elect to use their accrued personal leave during the twelve (12) week unpaid leave period.

- f. In the case of an employee's own serious health condition or to care for a family member who has a serious health condition, unpaid leave may be taken on an intermittent or reduced leave basis. Both the

Section 4. (continued)

employee and employer must agree to the intermittent leave schedule. The employee must make an effort to schedule intermittent leave so that the employee's absence has minimal effect on the day-to-day business of the City.

- g. The employee must give their best estimate of when they expect to return to work. Except for medical reasons, if an employee does not return to work after the twelve (12) week leave period, the employee may be held liable for any health premiums paid by the City during the leave period.

4. **Temporary Disabilities Covered by Worker's Compensation.** An employee who is temporarily disabled because of an injury or illness sustained directly in the performance of his or her work may be covered by the provisions of the State Workers' Compensation Act.

5. **Temporary Disabilities Not Covered by Workers' Compensation.** An employee who becomes temporarily disabled shall be eligible for leave under the terms and conditions of the Family & Medical Leave Act in Section 4. If necessary, further extension of leave (either with or without pay) must be specifically authorized by the Mayor and City Council, upon recommendation of the Personnel Administrator.

6. **Civil Leave.** An employee shall be given necessary time off without loss of pay, when performing jury duty, or when required by proper authority to be a witness in legal proceedings, provided such call to duty is reported in advance to the Personnel Administrator.

7. **Maternity Leave.**

- a. Maternity leave is a period of approved absence related to pregnancy and confinement.
- b. The employee desiring maternity leave should report the pregnancy to the Personnel Administrator. Such notification shall include a written

statement from the attending physician specifying the approximate date of birth.

- c. An employee will be permitted to continue work, with reasonable accommodation, so long as the conditions of the pregnancy do not adversely impair work performance or health.

Section 5. Nepotism

It is hereby declared to be the policy of the City of Peachtree Corners that no member of the Mayor and Council, or the City Manager shall appoint or employ any person who is a member of the immediate or extended family of such employee to any position in the City if such appointment or employment would cause a relative of such employee to come under the direct supervision of such employee.

Under this nepotism policy, "relatives" are defined as spouse, mother, father, stepmother, stepfather, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, brother, brother-in-law, sister, sister-in-law, half-brother, half-sister, grandchild, grandparent, and grandparents of spouse.

Section 6. Equal Opportunity and Non-Discrimination

- A. Policy.** All applicants for positions and employees of the City shall be assured of fair and equitable treatment in all aspects of personnel administration, including training, promotion, and disciplinary action, without regard to political affiliation, race, color, national origin, sex, age, disability, or religious creed and with proper regard for their privacy and constitutional rights as citizens.

It is and shall continue to be the policy of the City that its employees and their work environment be free from all forms of sexual harassment and intimidation. Verbal and physical conduct of a sexual nature by an employee, supervisor, or manager, including sexual advances, requests for sexual favors or other conduct which tends to create an intimidating, hostile or offensive work environment, is strictly prohibited.

An employee who believes he/she is being subjected to sexual harassment by a co-worker, manager, supervisor or other individual (whether or not employed by the City), or who believes his/her employment is being adversely affected by such conduct, should report such incidents to his/her supervisor as soon as possible. A prompt and thorough investigation of his/her complaint will be conducted. If he/she is not satisfied with the conclusion or results of the investigation, he/she should present his/her complaint to the Personnel Administrator. If circumstances require, incidents of sexual harassment may be reported directly to the Mayor and Council.

Section 6. (continued)

It is also the City's policy to comply with all the relevant and applicable provisions of the Americans with Disabilities Act ("ADA"). The City will not discriminate against any qualified employee or job applicant with respect to any terms, privileges or conditions of employment because of a person's physical or mental disability. The City will also make reasonable accommodations whenever necessary for all employees or applicants with disabilities, provided that the individuals are otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations do not require significant difficulty or expense.

- B. **Publicity.** The Personnel Administrator shall see that information about job opportunities and the equal employment policies of the City is readily available to all citizens of the City and especially to all potential job applicants.
- C. **Affirmative Action Plan.** The Mayor and City Council may adopt an affirmative action plan to formulate actions to correct employment practices which have, or potentially could have, a negative impact upon minority groups or females.

Section 7. Travel

- A. **Policy.** It is the policy of the City of Peachtree Corners to provide uniformity and fairness to all city employees and Elected Officials, to conserve public funds, and to provide a level of comfort while traveling that allows business to be conducted in a dignified manner.

Family members may travel with employee and Elected Officials. However, additional lodging and mileage costs of family members are not reimbursable and will be considered a personal expense to the City Official. Spouse's meals that are included as a part of a registration fee will be an allowable expense.

Travel costs will be restricted to approved budgetary appropriations.

- B. **Definitions**

1. **Business Travel:** Travel for the purpose of conducting official City business.
2. **Professional/Educational Travel:** Travel for the purpose of attending meetings, conferences, and training programs for professional growth and development as well as for the mutual benefit of the City.

Section 7. (continued)

3. **Requesting Party:** Any individual who will be reimbursed for those costs incurred while conducting Business Travel and/or Professional/Educational Travel.
 4. **Authorizing Party:** An individual authorized to approve or disapprove all travel-related requests. This individual is assumed to be in a level of authority that enables them to evaluate the need, the cost, and the benefit of such travel.
- C. **Guidelines.** Decisions as to which travel is authorized begin with the budgetary process. Travel needs must be anticipated and submitted in the budget each year for approval by the City Council.

Prior to approving a travel request, the authorizing party is responsible for determining that a sufficient unexpended or unencumbered appropriation remains in the travel budget to reimburse all expected costs of the travel.

Requests for travel, travel advances, and actual expense reimbursement should be authorized as follows:

<u>Requesting Party</u>	<u>Authorizing Party</u>
Employees	City Manager
City Manager	Mayor
Mayor/City Council	Approved through budget Adoption

D. **Expense Reimbursement Policies**

The following reimbursement guidelines are intended to set forth maximum standards. Employees and officials of the City are expected to spend funds conservatively and to the best interest of City operations.

1. **Lodging** – Reimbursement for lodging is authorized when the individual’s travel requires overnight accommodations. Overnight accommodations must be approved by the proper authorizing party. Receipts are required for all lodging costs.

Lodging shall be in a standard hotel/motel consistent with other facilities available in the travel vicinity. Room rates should be obtained at “government rates” if possible.

Section 7. (continued)

Employees are responsible for obtaining a tax-exempt certificate from the City Manager to travel. This certificate is to be presented to the hotel/motel at the time of check-in.

(Note) Employees will not be reimbursed for taxes exempted by this certificate.

2. **Meals** – Employees and officials are entitled to reimbursement for meals based on a per diem for partial day trips or \$50 flat rate for multi-day trips. The \$50 per day is based on the following:

Breakfast	\$ 8.00 (including gratuity)
Lunch	\$ 12.00 (including gratuity)
Dinner	\$ 30.00 (including gratuity)

The above limits are expected maximums and should be sufficient in most areas traveled. Receipts are not required when requesting reimbursements at the per diem rates.

No reimbursements will be allowed for meals covered by a registration fee.

Should the cost of a meal exceed the per diem meal limit, it must be supported by a receipt. Occasionally meeting circumstances dictate presence at a meal exceeding allowable limits. If this occurs circumstances should be documented and the cost of the meal will be reimbursed if supported by receipts and approved.

3. **Business Meals** - Occasionally, officials are required to meet with persons of other governments and professional associations in which the exchange of information will prove to be beneficial to the City. When, in the opinion of the official that such an exchange has occurred, it may be deemed appropriate to pay for the cost of the meal as a guest of the City.

4. **Travel**

- a. **Air, Rail, and Bus Fares** - Receipts are required for reimbursements of these transportation costs. Transportation reservations shall be obtained at the most economical rate available. Ridesharing will be requested when more than one employee attends same conference/meeting/training.

Section 7. (continued)

b. Personal Vehicles - Use of a personal vehicle is allowed. The reimbursement rate for personal vehicle mileage is based on IRS per mile allowance as issued each year. This does not apply to daily mileage allowance of staff using personal vehicles in normal day to day business.

c. Rental Cars - A rental car may be used when it is determined that no other mode of transportation is as economical or practical (i.e. taxi, subway). Rentals shall be limited to "mid-size" autos with standard accessories unless special circumstances dictate a larger vehicle or more effective rate. Rentals shall be covered by appropriate insurance as required by applicable state laws.

Section 8. Political Activities

No employee appointed by the City Manager or the Mayor and Council shall engage in political activities at the work place or during business hours. No city employee shall hold an elective office in the city government, nor shall they solicit any contributions or assessments, or services, nor publicly endorse any candidate for any city elective office.

Section 9. Policy Changes

These policies shall reflect, adhere, and are superseded by any changes mandated by state or federal legislation.

**A RESOLUTION APPOINTING CITY CLERK FOR
THE CITY OF PEACHTREE CORNERS, GEORGIA**

WHEREAS: Pursuant to Article III, Section 3.13 of the City Charter, the Mayor and Council of the City of Peachtree Corners Creek shall appoint a City Clerk; and

WHEREAS: The City Clerk shall be the custodian of the Official Seal, maintain City Council records required by the City Charter, and perform other duties as required.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Peachtree Corners that _____ is hereby appointed as the City Clerk, effective this the 8th day of November, 2012.

Approved:

Mike Mason, Mayor

ATTEST:

Joan Jones, Acting City Clerk

(seal)

City of Peachtree Corners

Personnel Policies and Procedures

Adopted

_____, 2012

Table of Contents

Section 1 - Introduction	1
Section 2 - Appointments.....	1
Section 3 - Separations.....	1-3
Section 4 - Attendance and Leave	3-7
Section 5 - Nepotism.....	7-8
Section 6 - Equal Opportunity and Non-Discrimination.....	8
Section 7 - Travel	9-12
Section 8 - Political Activities.....	12
Section 9 - Policy Changes.....	12

Section 1. Introduction

A. Purpose. The purpose of this document is to provide employees with general information regarding the personnel guidelines the City of Peachtree Corners. NEITHER THIS DOCUMENT NOR ANY PROVISION HEREIN CONSTITUTES AN EMPLOYMENT CONTRACT NOR ANY OTHER TYPE OF CONTRACT. Due to the nature of the City of Peachtree Corners operations and variations necessary to accommodate individual situations, the guidelines set out in this document may not apply to every employee or in every situation. The City of Peachtree Corners reserves the right to rescind, modify or deviate from these or other guidelines, policies, practices or procedures relating to employment matters from time to time as they consider necessary in their sole discretion, either in individual or City-wide situations with or without notice. While all sections of this document pertain to all employees of the City of Peachtree Corners that have been appointed by the City Manager or by the Mayor and Council, Section 7 of this document also applies to the Mayor and Council of the City of Peachtree Corners.

All employees of the City of Peachtree Corners are employed for an indefinite term, and employment may be terminated, with or without cause, at any time, at the will of either the employee or the City of Peachtree Corners. This status can only be altered by a written contract of employment which is specific as to all material terms and is signed by the appropriate parties.

B. Administration. The City Manager will be the Personnel Administrator for the City of Peachtree Corners.

Section 2. Appointments

All employees of the City of Peachtree Corners shall be appointed by the City Manager or the Mayor and Council as provided by the city charter or by ordinance. These appointments shall be made solely on the basis of professional qualifications.

Section 3. Separations

A. Types of Separation. Separations and/or terminations from positions shall be designated as one of the following:

1. Resignation

Section 3. (continued)

2. Abandonment of job
3. Quitting
4. Inability to perform the essential functions of the position even with reasonable accommodation
5. Loss of a job requirement necessary to perform the essential functions of the position
6. Dismissal or discharge
7. Retirement
8. Death

B. Resignation. An employee shall submit to the City Manager written notice of resignation at least fourteen 14 days in advance of the date of resignation. Authorized time off for personal leave is not considered proper notice of resignation. Failure to comply with this rule shall be entered on the service record of the employee.

C. Abandonment of Job. An employee not on authorized leave of absence as defined in Section 4, and who fails to report to work for three (3) consecutive days may be terminated from the service of the City for job abandonment.

D. Quitting. An employee that fails to submit a written notice of resignation at least 14 days in advance of the date of resignation will be classified under quitting.

F. Inability to Perform. If an employee suffers from a physical or mental disability which prevents him or her from performing the essential functions of their current position, even with reasonable accommodation, the employee may be reassigned to a different position, if the employee is qualified for the re-assigned position and if such position is vacant or will be vacant within a reasonable amount of time. Such a reassignment will be made to a position equivalent to the one presently held in terms of pay or job status. If there are no accommodations that would enable the employee to remain in the current position and there are no positions soon to be vacant for which the employee is qualified, the employee may be reassigned to a lower graded position or be terminated due to inability to perform the job. In all such cases, the employee will cooperate with the City to determine the limitations imposed by the disability and to design accommodation for the essential functions of the job.

Section 3. (continued)

- G. **Loss of Job Requirements.** Any employee who is unable to perform the essential functions of his or her job adequately because of loss of a necessary license or other necessary requirement shall be separated by lay-off from employment in that position until such license or requirement is re-obtained. The license or requirement should be reacquired within a reasonable length of time that is determined as the time necessary to acquire said qualification at the next available opportunity by the City, or the employee will be dismissed.
- H. **Dismissals.** Dismissals are involuntary terminations initiated by the City.
- J. **Death.** Separation shall be effective as of the date of the death of the employee. All compensation, including personal leave pay, and funds set aside from payroll deductions due to such employee as of the effective date of separation shall be paid to the beneficiary of the employee, the surviving spouse of such employee, or to the estate of such employee, as may be determined by law or by the applicable executed documents in the personnel folder of such employee.

Section 4. Attendance and Leave

- A. **Hours of Work.** The established work week and the hours of work shall, insofar as practicable, be uniform within occupational groups and shall be determined in accordance with the needs of the City and the reasonable needs of the public who may be required to do business with the City. The work schedule shall be established by the Personnel Administrator.
- B. **Attendance.** The Personnel Administrator shall keep complete attendance and other records on each employee, including personal leave.
- C. **Holidays.** All employees shall be eligible for holiday leave for the following days and other days as designated by specific action of the Mayor and City Council:

New Year's Day	Veterans Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

- 1. Whenever a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that

Section 4. (continued)

year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.

2. Holidays which occur during personal leave shall not be charged against personal leave.

D. **Birthday.** All full-time employees with 10 or more years of service shall be eligible for a paid holiday on their birthday.

E. **Personal Leave.**

1. **General.** Vacations are for the purpose of rejuvenating both physical and mental faculties and all employees are urged to avail themselves of vacation periods.

2. **Eligibility.** All full-time employees shall be entitled to earn and accrue personal leave.

3. **Rate of Leave Accrual.** Full-time employees begin to accrue personal leave immediately upon employment. Personal leave shall be accrued at a rate of twelve hours (12) per month.

4. **Notice of Leave.** A request for personal leave shall be submitted to the City Manager. Personal leave may be taken only after approval by the City Manager.

5. **Maximum Allowable Accumulation.** Unused personal leave not exceeding 480 hours may be carried into the next calendar year.

6. **Payment for Unused Leave.** When an employee is separated from the service, such employee shall be paid for all unused personal leave at the last salary rate per hour prior to date of termination.

F. **Other Types of Leave.**

1. **Military Leave.**

- a. Any regular employee who leaves the city to join the military forces of the United States during time of war or other national emergency, or is

inducted by Selective Service, may, upon written request, prior to induction into the military, be placed on military leave without pay,

Section 4. (continued)

such leave to extend through a date 90 days after which such service terminates. Such employee shall be entitled to be restored to the vacated position, or a comparable position, provided the employee makes application to the Personnel Administrator within 90 days of the date of discharge under honorable conditions, and is physically and mentally capable of performing the essential functions of the position with or without reasonable accommodation.

- b.** The returning employee shall be entitled to any increases in salary (including cost-of-living increases) or any advancement in grade which would normally be accorded to the incumbent of the position, with the exception of any increases or advancement in grade which would normally be dependent on meritorious performance of the duties of the position.
 - c.** In the event a position vacated by a person entering the military service as stated above no longer exists at the time he or she qualifies to return to work, such person shall be entitled to be re-employed in another position of the same status provided such re-employment does not necessitate the laying off of another employee.
 - d.** Any regular employee who is a member of the National Guard or an organized military reserve of the United States will be allowed leave of absence with pay to attend training camps upon presentation of orders concerning such training for up to eighteen (18) days or in the event the Governor declares a State of emergency up to thirty (30) days in any one calendar year. Subsequently, employees may charge their accrued personal leave to time off for military duty.
 - e.** Employees on leave of absence for military service have the same rights with regard to continuation of benefits, including group health coverage, as do employees on "leave" as described in Section 4.
- 2. Funeral Leave.** In the event of death in an employee's immediate family, he or she will be granted paid leave up to three scheduled working days. The employee will receive his or her normal pay for any scheduled workday that occurs during this period.

Immediate family is defined as spouse, child or step-child, their spouses, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-

Section 4. (continued)

law, sister-in-law, grandparents, spouse's grandparents, grandchildren, or any relative who is domiciled in the employee's household.

3. Family and Medical Leave.

- a. Under the Family and Medical Leave Act of 1993, a full-time employee, with at least twelve (12) months of service and has worked a minimum of 1,250 hours during that twelve (12) month period, may have up to twelve (12) weeks of unpaid leave per rolling 12-month period under the following situations or conditions:
 1. Birth, adoption or foster care of a child;
 2. Care of a child after birth or adoption;
 3. Care of a seriously ill close-family member (spouse, child, parent, foster parent); or
 4. Care for the worker's own serious health condition.
- b. All employees eligible for leave under the FMLA will be required to provide the City with a written certification of the serious health condition. Employees must give the Personnel Administrator (PA) a completed Certification Form, a Department of Labor (DOL) Form—"Certification of Physician or Practitioner", within fifteen (15) days after the employee requests leave under the FMLA. The PA may require the employee to obtain a second or third medical opinion regarding the condition and treatment. The PA may require the employee to provide periodic progress reports regarding "leave status."
- c. During the twelve (12) week leave period under FMLA, the City will maintain the employee's current health benefits.
- d. Upon reinstatement of employment, the City will return the employee to the previous or an equivalent position at the same level of pay, benefits, and other terms of employment.
- e. The employee may elect to use their accrued personal leave during the twelve (12) week unpaid leave period.

- f. In the case of an employee's own serious health condition or to care for a family member who has a serious health condition, unpaid leave may be taken on an intermittent or reduced leave basis. Both the

Section 4. (continued)

employee and employer must agree to the intermittent leave schedule. The employee must make an effort to schedule intermittent leave so that the employee's absence has minimal effect on the day-to-day business of the City.

- g. The employee must give their best estimate of when they expect to return to work. Except for medical reasons, if an employee does not return to work after the twelve (12) week leave period, the employee may be held liable for any health premiums paid by the City during the leave period.

4. **Temporary Disabilities Covered by Worker's Compensation.** An employee who is temporarily disabled because of an injury or illness sustained directly in the performance of his or her work may be covered by the provisions of the State Workers' Compensation Act.

5. **Temporary Disabilities Not Covered by Workers' Compensation.** An employee who becomes temporarily disabled shall be eligible for leave under the terms and conditions of the Family & Medical Leave Act in Section 4. If necessary, further extension of leave (either with or without pay) must be specifically authorized by the Mayor and City Council, upon recommendation of the Personnel Administrator.

6. **Civil Leave.** An employee shall be given necessary time off without loss of pay, when performing jury duty, or when required by proper authority to be a witness in legal proceedings, provided such call to duty is reported in advance to the Personnel Administrator.

7. **Maternity Leave.**

- a. Maternity leave is a period of approved absence related to pregnancy and confinement.
- b. The employee desiring maternity leave should report the pregnancy to the Personnel Administrator. Such notification shall include a written

statement from the attending physician specifying the approximate date of birth.

- c. An employee will be permitted to continue work, with reasonable accommodation, so long as the conditions of the pregnancy do not adversely impair work performance or health.

Section 5. Nepotism

It is hereby declared to be the policy of the City of Peachtree Corners that no member of the Mayor and Council, or the City Manager shall appoint or employ any person who is a member of the immediate or extended family of such employee to any position in the City if such appointment or employment would cause a relative of such employee to come under the direct supervision of such employee.

Under this nepotism policy, "relatives" are defined as spouse, mother, father, stepmother, stepfather, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, brother, brother-in-law, sister, sister-in-law, half-brother, half-sister, grandchild, grandparent, and grandparents of spouse.

Section 6. Equal Opportunity and Non-Discrimination

- A. Policy.** All applicants for positions and employees of the City shall be assured of fair and equitable treatment in all aspects of personnel administration, including training, promotion, and disciplinary action, without regard to political affiliation, race, color, national origin, sex, age, disability, or religious creed and with proper regard for their privacy and constitutional rights as citizens.

It is and shall continue to be the policy of the City that its employees and their work environment be free from all forms of sexual harassment and intimidation. Verbal and physical conduct of a sexual nature by an employee, supervisor, or manager, including sexual advances, requests for sexual favors or other conduct which tends to create an intimidating, hostile or offensive work environment, is strictly prohibited.

An employee who believes he/she is being subjected to sexual harassment by a co-worker, manager, supervisor or other individual (whether or not employed by the City), or who believes his/her employment is being adversely affected by such conduct, should report such incidents to his/her supervisor as soon as possible. A prompt and thorough investigation of his/her complaint will be conducted. If he/she is not satisfied with the conclusion or results of the investigation, he/she should present his/her complaint to the Personnel Administrator. If circumstances require, incidents of sexual harassment may be reported directly to the Mayor and Council.

Section 6. (continued)

It is also the City's policy to comply with all the relevant and applicable provisions of the Americans with Disabilities Act ("ADA"). The City will not discriminate against any qualified employee or job applicant with respect to any terms, privileges or conditions of employment because of a person's physical or mental disability. The City will also make reasonable accommodations whenever necessary for all employees or applicants with disabilities, provided that the individuals are otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations do not require significant difficulty or expense.

- B. **Publicity.** The Personnel Administrator shall see that information about job opportunities and the equal employment policies of the City is readily available to all citizens of the City and especially to all potential job applicants.
- C. **Affirmative Action Plan.** The Mayor and City Council may adopt an affirmative action plan to formulate actions to correct employment practices which have, or potentially could have, a negative impact upon minority groups or females.

Section 7. Travel

- A. **Policy.** It is the policy of the City of Peachtree Corners to provide uniformity and fairness to all city employees and Elected Officials, to conserve public funds, and to provide a level of comfort while traveling that allows business to be conducted in a dignified manner.

Family members may travel with employee and Elected Officials. However, additional lodging and mileage costs of family members are not reimbursable and will be considered a personal expense to the City Official. Spouse's meals that are included as a part of a registration fee will be an allowable expense.

Travel costs will be restricted to approved budgetary appropriations.

- B. **Definitions**

1. **Business Travel:** Travel for the purpose of conducting official City business.
2. **Professional/Educational Travel:** Travel for the purpose of attending meetings, conferences, and training programs for professional growth and development as well as for the mutual benefit of the City.

Section 7. (continued)

3. **Requesting Party:** Any individual who will be reimbursed for those costs incurred while conducting Business Travel and/or Professional/Educational Travel.
 4. **Authorizing Party:** An individual authorized to approve or disapprove all travel-related requests. This individual is assumed to be in a level of authority that enables them to evaluate the need, the cost, and the benefit of such travel.
- C. **Guidelines.** Decisions as to which travel is authorized begin with the budgetary process. Travel needs must be anticipated and submitted in the budget each year for approval by the City Council.

Prior to approving a travel request, the authorizing party is responsible for determining that a sufficient unexpended or unencumbered appropriation remains in the travel budget to reimburse all expected costs of the travel.

Requests for travel, travel advances, and actual expense reimbursement should be authorized as follows:

<u>Requesting Party</u>	<u>Authorizing Party</u>
Employees	City Manager
City Manager	Mayor
Mayor/City Council	Approved through budget Adoption

D. **Expense Reimbursement Policies**

The following reimbursement guidelines are intended to set forth maximum standards. Employees and officials of the City are expected to spend funds conservatively and to the best interest of City operations.

1. **Lodging** – Reimbursement for lodging is authorized when the individual’s travel requires overnight accommodations. Overnight accommodations must be approved by the proper authorizing party. Receipts are required for all lodging costs.

Lodging shall be in a standard hotel/motel consistent with other facilities available in the travel vicinity. Room rates should be obtained at “government rates” if possible.

Section 7. (continued)

Employees are responsible for obtaining a tax-exempt certificate from the City Manager to travel. This certificate is to be presented to the hotel/motel at the time of check-in.

(Note) Employees will not be reimbursed for taxes exempted by this certificate.

2. **Meals** – Employees and officials are entitled to reimbursement for meals based on a per diem for partial day trips or \$50 flat rate for multi-day trips. The \$50 per day is based on the following:

Breakfast	\$ 8.00 (including gratuity)
Lunch	\$ 12.00 (including gratuity)
Dinner	\$ 30.00 (including gratuity)

The above limits are expected maximums and should be sufficient in most areas traveled. Receipts are not required when requesting reimbursements at the per diem rates.

No reimbursements will be allowed for meals covered by a registration fee.

Should the cost of a meal exceed the per diem meal limit, it must be supported by a receipt. Occasionally meeting circumstances dictate presence at a meal exceeding allowable limits. If this occurs circumstances should be documented and the cost of the meal will be reimbursed if supported by receipts and approved.

3. **Business Meals** - Occasionally, officials are required to meet with persons of other governments and professional associations in which the exchange of information will prove to be beneficial to the City. When, in the opinion of the official that such an exchange has occurred, it may be deemed appropriate to pay for the cost of the meal as a guest of the City.

4. **Travel**

- a. **Air, Rail, and Bus Fares** - Receipts are required for reimbursements of these transportation costs. Transportation reservations shall be obtained at the most economical rate available. Ridesharing will be requested when more than one employee attends same conference/meeting/training.

Section 7. (continued)

b. Personal Vehicles - Use of a personal vehicle is allowed. The reimbursement rate for personal vehicle mileage is based on IRS per mile allowance as issued each year. This does not apply to daily mileage allowance of staff using personal vehicles in normal day to day business.

c. Rental Cars - A rental car may be used when it is determined that no other mode of transportation is as economical or practical (i.e. taxi, subway). Rentals shall be limited to "mid-size" autos with standard accessories unless special circumstances dictate a larger vehicle or more effective rate. Rentals shall be covered by appropriate insurance as required by applicable state laws.

Section 8. Political Activities

No employee appointed by the City Manager or the Mayor and Council shall engage in political activities at the work place or during business hours. No city employee shall hold an elective office in the city government, nor shall they solicit any contributions or assessments, or services, nor publicly endorse any candidate for any city elective office.

Section 9. Policy Changes

These policies shall reflect, adhere, and are superseded by any changes mandated by state or federal legislation.

AN ORDINANCE TO ADOPT THE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND AMENDMENTS THERETO, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARD FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF PEACHTREE CORNERS, GEORGIA; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Peachtree Corners are charged with preserving the health, safety and welfare of the citizens of the City; and

WHEREAS, the adoption of the International Property Maintenance Code (“IPMC”) helps to ensure the safety of property, buildings and structures in the City; and

WHEREAS, the adoption of the IPMC is recommended by the State of Georgia as one of the required international codes for a qualified municipality; and

WHEREAS, the State has adopted the 2006 edition of the IPMC, as amended, as its latest version and the City thus hereby desires to adopt the 2006 Edition in order to stay current with state adoptions and provide best for the health, safety and welfare of the citizens of the City.

THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS HEREBY ORDAIN AS FOLLOWS:

Section 1

Adoption of the 2006 International Property Maintenance Code, as amended:

That a certain document, three (3) copies of which are on file in the City of Peachtree Corners, one (1) at the office of the City Clerk, and two (2) at the office of the Community Development Department, being marked and designated as the International Property Maintenance Code, 2006 edition, as published by the International Code Council, and as amended by the State of Georgia in its January 1, 2009, Georgia State Amendments to the International Property Maintenance Code, be hereby adopted as the Property Maintenance Code of the City of Peachtree Corners, Georgia, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the offices stated above are hereby referred to, adopted and made part of as if fully set out in this ordinance with the additions, insertions, deletions and changes prescribed in Section 2 of this ordinance.

Section 2. Revisions.

The following sections of the 2006 International Property Maintenance Code, as amended, are hereby revised:

Section 101.1. Insert "*City of Peachtree Corners.*"

Section 103.1. Change "Department of Property Maintenance Inspection" to "Community Development Department" and the "Code Official" shall be designated as "Community Development Director or designee."

Section 103.5. Delete section and insert "*Fees shall be as determined by the City and appropriately posted.*"

Section 106.2. Add sentence: "*A citation without prior notice of violation may be served upon owner of property where a notice of any violation had previously been served within a 24-month period prior to the new violation.*"

Section 106.4. Add sentence: "*Penalties assessed for each violation shall be either a fine of up to \$1,000 or a term of incarceration of up to 6 months, or both.*"

Section 111.5 to 111.8. Delete all sections inclusive.

Section 302.4. Insert "*12 inches*".

Section 602.3. Insert "*October 1st and April 1st.*"

SO ORDAINED AND EFFECTIVE, this ___ day of _____, 2012.

Approved:

Mike Mason, Mayor

ATTEST:

Joan Jones, Acting City Clerk

(SEAL)

APPROVED AS TO FORM:

William F. Riley, City Attorney