

BY-LAWS
OF
THE PEACHTREE CITY AIRPORT AUTHORITY

Pursuant to the enabling legislation approved by the Georgia General Assembly as of March 28, 1984, creating the Peachtree City Airport Authority (“the Authority”), the Authority is a body corporate and politic which is deemed to be a political subdivision of the State of Georgia and a public corporation which is composed of five (5) members (“the Members”). The following are the By-Laws of the Authority adopted and approved by the Members as of the _____, day of _____, 202____.

ARTICLE ONE
PURPOSE

1.1 Purpose of the Authority. The Authority reaffirms the general purpose of the Authority is that of acquiring, constructing, equipping, maintaining, improving, and operating the Atlanta Regional Airport located in Peachtree City, Georgia, and its landing fields for the use of aircraft, including any related buildings and usual and related facilities appertaining to such undertakings and extensions and improvements of such facilities, acquiring the necessary property therefor, both real and personal, and to lease or sell any of such facilities including real property and to do any and all things deemed by the Members necessary, convenient, or desirable for and incident to the efficient and proper development and operation of such undertakings.

1.2 Purpose of the By-Laws. The purpose of the By-laws is to provide structure for the political operation of the Authority by its Members to allow them to achieve the Purpose of the Authority.

ARTICLE TWO
MEMBERS’ MEETINGS

2.1 Time and Place. All meetings of the Members of the Authority shall be held at 7 Falcon Drive, Peachtree City, Georgia, or at such place as may be fixed from time to time by the Members.

2.2 Regular Meetings. The Members shall meet at such times as may be necessary to transact the business before the Authority, but not less than quarterly.

2.3 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by the Chair of the Authority, and shall be called by the Chair of the Authority when so directed by a majority of the Members, or at the request in writing of any two or more Members which request shall state the purpose or purposes of the proposed meeting.

2.4 Notice. Except as otherwise required by statute or waived by a Member, written notice of each meeting of the Members, whether regular or special, shall be served either personally, by mail, or by electronic mail (e-mail) upon each Member of record. If mailed or e-mailed, such notice shall be directed to a Member at his or her address last shown on the records of the Authority. Notice of any special meeting of Members shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Members shall not be required to be given to any Member who, in person or by his or her attorney thereunto authorized, either before or after such meeting, shall waive such notice. Attendance of a Member at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, except when a Member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business. Notice of any adjourned meeting need not be given otherwise than by announcement at the meeting at which the adjournment is taken.

2.5 Quorum.

(a) Sixty percent (60%) of the Members entitled to vote, present in person, shall be requisite and shall constitute a quorum at all meetings of the Members for any business may be transacted, except as otherwise provided by law or by these By-Laws.

(b) If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat shall have power to (a) hear reports from any of the Authority Members present, the Airport Manager, the Assistant Airport Manager, or any other agent of the Authority, or (b) adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of voting Members shall be present. At such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meetings as originally called.

(c) The Authority shall not be able to vote on any issue raised at a meeting at which a quorum is not present and any such vote taken at such a meeting shall be void and have no legal force or effect and shall not bind the Authority

ARTICLE THREE MEMBERS

3.1 Powers. The property and business of the Authority shall be managed by its Members. In addition to the powers and authority by these By-Laws expressly conferred upon them, the Members may exercise all such powers of the Authority and do all such lawful acts and things as are not prohibited by law or by these By-Laws.

3.2 Number of Members. The Authority shall be composed of five (5) Members appointed by the mayor and council of Peachtree City. Each Member shall hold

office for five (5) years and until a qualified successor shall be appointed, or until his or her earlier death, resignation, incapacity to serve or removal. Members may be removed from office by the city council of Peachtree City only for **gross** misconduct or in the event they move their residence from Peachtree City.

3.3 Vacancies. If any vacancy shall occur among the Members by reason of death, resignation, incapacity to serve, or otherwise, such Member shall be replaced by the Alternate Member selected by the Peachtree City Council. In the event there is no Alternative Member, the remaining Members shall continue to act, and any further such such vacancies may be filled by a vote of the majority of the Members then in office, though less than a quorum, and, if not theretofore filled by action of the Members, may be filled by the Members at any meeting held during the existence of such vacancy. Any Member selected by the other Members shall serve only until the Peachtree City Council appoints a successor Member.

3.5 Compensation. Members of the Authority shall serve without pay or other compensation except that they shall be reimbursed for actual expenses incurred in the performance of their duties.

ARTICLE FOUR OFFICERS

4.1 Elections of Officers. The Members at their first meeting of a calendar year after any new Member is appointed to the Authority shall elect the following officers: a Chair, a Vice-Chair, and a Secretary-Treasurer. The Members at any time and from time to time may appoint such other officers as they shall deem necessary and shall exercise such powers and perform such duties as shall be determined from time to time by the Members.

4.2 Officeholders. Any person may hold any two or more offices **except the Chair and Vice Chair shall be different persons.** Each Officer must be a Member of the Authority.

4.3 Vacancies. Each officer of the Authority shall hold office until his or her successor is chosen or until his or her earlier resignation, death or removal, or the termination of his **or her appointment to the Authority ends.** Any officer may be removed by the Members whenever in their judgment the best interests of the Authority will be served thereby.

4.4 Chair. The Chair of the Authority shall have the authority over general and active management of the business of the Authority and shall see that all orders and resolutions of the Members are carried into effect. He or she shall be ex officio a Member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chair shall call meetings of the Members to order and shall act as chair of such meetings.

4.5 Vice-Chair. The Vice-Chair shall perform such duties as are generally performed by vice-presidents. The Vice-Chair shall perform such other duties and exercise such other powers as the Chair **whenever the Chair is unavailable for any reason**, or the Members shall request or delegate.

4.6 Secretary-Treasurer.

(a) The Secretary-Treasurer shall be responsible for recording, **or cause to be recorded**, all votes and the minutes of all proceedings of the Authority in the books and records of the Authority to be kept for that purpose. He or she shall give, or cause to be given, any notice required to be given of any meetings of the Members, and shall perform such other duties as may be prescribed by the Chair, under whose supervision he or she shall be.

(b) The Secretary-Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Authority, and shall deposit, or cause to be deposited, in the name of the Authority, all monies or other valuable effects, in such banks, trust companies or other depositories as shall, from time to time, be selected by the Members; he or she shall render to the Chair and to the Members, whenever requested, an account of the financial condition of the Authority, and in general, he or she shall perform all the duties incident to the office of a Treasurer of a Authority, and such other duties as may be assigned to him or her by the Chair or the Members.

(c) The Secretary-Treasurer shall be entitled to delegate the reporting responsibilities set out herein to the Airport Manager, the Assistant Airport Manager, or any other responsible individual.

4.7 Absence of Officer. In case of the absence of any officer of the Authority, or for any other reason that the Members may deem sufficient, the Members may delegate, for the time being, any or all of the powers or duties of such officer to any officer or to any member.

ARTICLE FIVE
COMMITTEES

5.1 The Members shall appoint at the first meeting of each Calendar Year a Chair and one additional Member to serve on two Standing Committees: the Audit and Finance Committee and the Governance Committee.

5.2 The Members, by resolution adopted by a majority of the Authority, may designate one or more additional committees, each committee to consist of two or fewer of the Members of the Authority, which shall have and may exercise such purpose and powers as may be determined from time to time by the Members.

5.3 The Members, by resolution adopted by a majority of the Authority, shall prepare a Committee Charter for each Standing Committee and each designated committee.

ARTICLE SIX
MISCELLANEOUS

6.1 Books and Records. All accounts and books of the Authority shall be open to the inspection of Members and the public, except such as may be prohibited by law. The Members shall have power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts and books which by law or by determination of the members shall be open to inspection, and the Members' rights in this respect are and shall be restricted and limited accordingly.

6.2 Fiscal Year. The fiscal year of the Authority shall be fixed from time to time by resolution of the Members.

6.3 Seal. The corporate seal of the Authority, if any, shall be in such form as the Members may from time to time determine.

6.4 Audits and Financial Reporting. After the end of each Fiscal Year, the Authority shall engage a licensed AICPA firm to prepare independent Audit Report of the books and records of the Authority. A copy of the Audit Report shall be delivered to the Members after completion but not later than four (4) months after the close of each fiscal year.

At each regular Meeting of the Authority, Airport Manager shall provide a summary of year to date and monthly cash flow to the Members. At any time, a Member may request a copy of the most recent unaudited month-ending balance sheet, profit and loss statement and statement of cash flows and such statements shall be promptly provided by the Airport Manager.

6.5 Indemnification.

(a) Under the circumstances prescribed in paragraphs (c) and (d) of this section, the Authority shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than any action by or in the right of the Authority) by reason of the fact that he or she is or was a Member, officer, employee or agent of the Authority, or is or was serving at the request of the Authority as an officer, employee or agent of another Authority, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he or she acted in a manner he or she reasonably believed to be in or not opposed to the best interests of the Authority, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a

presumption that the person did not act in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Authority, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) Under the circumstances prescribed in paragraphs (c) and (d) of this section, the Authority shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Authority to procure a judgment in its favor by reason of the fact he is or was a Member, officer, employee or agent of the Authority, or is or was serving at the request of the Authority as a Member, officer, employee or agent of another Authority, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Authority; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Authority, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which the court shall deem proper.

(c) To the extent that a Member of the Authority has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) and (b) of this section, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually reasonably incurred by him or her in connection therewith.

(d) Except as provided in paragraph (c) of this section and except as may be ordered by a court, any indemnification under paragraphs (a) and (b) of this section shall be made by Authority only as authorized in the specific case upon a determination that indemnification of the Member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made (1) by the Members by a majority vote of a quorum consisting of Members who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Members so directs, by the firm of independent legal counsel then employed by the Authority, in a written opinion.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Authority in advance of the final disposition of such action, suit or proceeding as authorized by the Members in the specific case upon receipt of an undertaking by or on behalf of the Member, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Authority as authorized in this section.

(f) The indemnification provided by this section shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled and shall inure to the benefit of the heirs, executors or administrators of such persons.

(g) The Authority may purchase and maintain insurance on behalf of any person who is or was a Member, officer, employee or agent of the Authority, or is or was serving at the request of the Authority as a Member, officer, employee or agent of another Authority, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Authority would have the power to indemnify him against such liability under the provisions of this section.

(h) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Authority, the Authority shall, not later than the next meeting of the Members, unless such meeting is held within three months from the date of such payment, send by first class mail to its Members of record at the time, a statement specifying the person paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

6.7 Reimbursement from Members. Any payments made to a Member of the Authority such as reimbursement of expense incurred by him or her, which shall be disallowed in whole or in part as ordinary, reasonable, and necessary expense by the auditor, or determined by the Internal Revenue Service to be attributable as Gross Income to a Member, shall be reimbursed by such Member to the Authority to the full extent of such disallowance or classification as Gross Income. It shall be the duty of the Members to enforce payment of each such amount disallowed.

ARTICLE SEVEN NOTICES; WAIVERS OF NOTICE

7.1 Notice. Except as otherwise specifically provided in these By-Laws, whenever under the provisions of these By-Laws notice is required to be given to any Member, it shall not be construed to mean personal notice but such notice may be given either by personal notice, by mail by depositing the same in a postpaid sealed envelope, addressed to such Member, at such address as appears on the books of the Authority, or by electronic mail addressed to such Member at such address as appears on the books of the Authority.

7.2 Waiver of Notice. When any notice is required to be given by law or by these By-Laws, a waiver thereof by the person or persons entitled to said notice given before or after the time stated therein, in writing, which shall include a waiver given by electronic mail, shall be deemed equivalent thereto. No notice of any meeting need be given to any person who shall attend such meeting.

ARTICLE EIGHT
AMENDMENTS

8.1 Amendment. The By-Laws of the Authority may be altered or amended and new By-Laws may be adopted by the Members at any regular or special meeting of the Members; provided, however, that, if such action is to be taken at a meeting of the Members, notice of the general nature of the proposed change in the By-Laws shall have been given in the notice of meeting.

(END OF BY-LAWS)