

City Council of Peachtree City
Agenda
February 4, 2010
7:00 p.m.

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Announcements, Awards, Special Recognition**
Recognize Junior Police Academy Graduates
- IV. **Citizen Comment**
Any member of the public may comment on any issue or item not included on tonight's agenda. Speakers must sign in with the Recording Secretary prior to 7:00 p.m. Time limit is two (2) minutes.
- V. **Agenda Changes**
- VI. **Minutes**
January 21, 2010, Regular Meeting Minutes
January 21, 2010, Executive Session Minutes
- VII. **Monthly Reports**
- VIII. **Consent Agenda**
 - 1. **Consider Sanitation Franchise - Integrated Recycling/Waste Solutions**
Standard non-exclusive franchise agreement for new curbside residential solid waste contractor
 - 2. **Consider Budget Adjustment – FY 2010**
Amendments to SPLOST Fund to 1) account for Georgia DOT LARP revenues for 2010 paving projects; 2) account for expenditures budgeted in FY 2010, but actually expended in FY 2009; and 3) account for additional interest earnings in the fund
 - 3. **Consider Appointment to PCTA Board of Directors – Kim Westwood**
PCTA Alternate Kim Westwood to be appointed to fill open seat due to a resignation
 - 4. **Consider Appointment to DAPC – Donna O'Kelly**
DAPC Alternate Donna O'Kelly to be appointed to fill open seat due to a resignation
- IX. **Old Agenda Items**
- X. **New Agenda Items**
 - 02-10-01 **Consider Agreement with South Side Cycling Club**
Agreement with newly-organized club for use of 22-acre undeveloped plot next to the Baseball Soccer Complex where the club plans to improve and maintain an existing mountain biking path
 - 02-10-02 **Consider Agreements with Youth Associations**
Annual agreements with youth sports associations to conduct programs and use City facilities
 - 02-10-03 **Consider Amendment to Amphitheater Fee Schedule**
Staff to present a reduced fee schedule for rental of The Frederick Brown, Jr. Amphitheater for private and public schools in Fayette County
 - 02-10-04 **Discuss Code Enforcement Fee Schedule**
At the direction of Council, staff to present comparisons from Class B city jurisdictions regarding the fees assessed for various types of Code Enforcement violations
 - 02-10-05 **Consider Tree Removal Permit Fee Schedule**
At the direction of Council, staff to present an analysis of potential fee increases for tree removal permits on residential property
- XI. **Council/Staff Topics**
 - Presentation of the GPS Web-Map**
 - Presentation of GovQA Web-based Software**
 - Standardization of Format for Bylaws of Commissions & Authorities**
- XII. **Executive Session**

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

City Council of Peachtree City
Minutes of Meeting
January 21, 2010

The City Council of Peachtree City met Thursday, January 21, 2010, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:00 p.m. Council Members present: Vanessa Fleisch, Kim Learnard, and Doug Sturbaum. Erik Imker was unable to attend.

Announcements, Awards, Special Recognition

Mayor Haddix proclaimed the week of January 25-31 as Kiwanis Week in Peachtree City. Haddix swore in newly-hired Police Officers Ken Foster and Bryan Andrews. Police Lieutenant John Jenkins was recognized for 20 years of service.

Public Comment

Beth Pullias of the Peachtree City Civic Association (PTCCA) updated Council on the organization. Pullias said that she had been elected as president of the PTCCA, and they were currently working on a position paper on telecommunications towers and the zoning issues regarding them.

Agenda Changes

There were none.

Minutes

Sturbaum moved to approve the January 7, 2010, regular meeting minutes and the January 7, 2010, executive session meeting minutes. Fleisch seconded. The motion carried unanimously.

Haddix clarified that comments from the public would be accepted during the meetings on agenda items, but there must be structure. In the past, the comments had gotten out of control, and citizens had debated citizens, Council, and staff. The point of a Council meeting was to provide information to Council to help them make decisions. All comments and questions should be directed to the chair, otherwise the process broke down. Public comments would be allowed within that structure.

Sturbaum moved to approve the Consent Agenda. Learnard seconded. City Attorney Ted Meeker pointed out that the Mayor had not yet called the Consent Agenda. Sturbaum withdrew his motion, and Learnard withdrew her second.

Consent Agenda

1. Consider Alcohol License – NEW – Hilton Garden Inn
2. Consider Request to Surplus Obsolete Technology Equipment

Sturbaum moved to approve Consent Agenda items 1 and 2. Learnard seconded. The motion carried unanimously.

Old Agenda Items

- 11-09-CA1 Consider Agreement with Technical College System of Georgia (formerly Griffin Tech) for Use of City Facility for English as a Second Language (ESL) and General Education Diploma (GED) Classes**

Leisure Services Director Randy Gaddo addressed Council, noting that the original agreement to use space in the Amphitheater Ticket Office building for classes had been approved on November 5, 2009. As the agreement made its way through the state system, the officials asked if their standard agreement could be used. The City Attorney and staff had reviewed the agreement. The terms were the same. The format of the agreement was changed, and references to Griffin Tech had changed to reflect the school's new name. Gaddo added that there had been an error in the square footage in the agreement (1,854 square feet was changed to 1,584 square feet) that had also been corrected. Gaddo asked Council to approve the re-formatted agreement and authorize the Mayor to sign the agreement.

Fleisch moved to approve the lease with the Technical College System of Georgia with the correction noted on the square footage and to authorize the Mayor to sign said agreement. Sturbaum seconded. The motion carried unanimously.

New Agenda Items

01-10-07 Consider Options for Hotel/Motel Tax

(A copy of the PowerPoint presentation is included in the meeting file.) City Manager Bernard McMullen went over the recent changes in legislation regarding how hotel/motel taxes could be used in the state. The changes included simplifying the law, as well as an increase in the maximum amount that could be collected (6% to 8%) and how the hotel/motel revenue could be used by local governments.

McMullen noted that the City currently collected 6% (an estimated \$768,162 per year) from the local hotels and motels. McMullen went over the existing hotel/motel tax distribution in the 2010 budget, saying that 2% (\$256,054) went into the City's General Fund per the former legislation. The remaining 4% (\$512,108) had to be contracted with an outside agency to expend the funds. There were various options in state law, and the City contracted with the Peachtree City Tourism Association (PCTA), a qualified 501(c)(6). The PCTA disbursed 0.8 % (\$102,422), or 20% of the total given to them, to the Peachtree City Airport Authority (PCAA) and used the remaining 3.2% (\$409,686), or 80%) for its operations, which included the enhancement of tourism in the City.

McMullen showed how the 6% could be distributed in the FY 2010 budget under the new legislation. Three percent (\$384,081) could now be used for the City's General Fund. He split the remaining 3% into 2% (\$256,054) and 1% (\$128,027). Of the 3%, 2.5% (2% plus 0.5% of the 1%, \$320,068) would go directly to the PCTA, and 0.5% (\$64,014) would be distributed to the PCAA, with the remaining 2% (\$256,054) used for PCTA operations. The remaining 0.5% of the 1% (\$64,014) would be used for tourism product and development, which, as defined by the Georgia Municipal Association (GMA), included sports arenas, visitor information or welcome centers, way-finding signage, museums, parks and trails, and performing arts centers. McMullen explained that, under the new legislation, the City would have to contract out 2.5% of the 6% to a qualified marketing firm, which would be the PCTA.

If Council increased the hotel/motel tax to 7%, the City should receive an estimated \$896,189. The General Fund would receive \$384,081 (3%). Of the remaining 4%, \$128,027 (1%) would be used for tourism product and development, and \$384,081 (3%) would be distributed to the PCTA, with \$307,265 (2.4%) reserved for PCTA operations and \$76,816 (0.6%) earmarked for the PCAA.

If Council increased the hotel/motel tax to 8% (\$1,024,216), the General Fund would receive \$384,081 (3%). The remaining 5% would be divided into a 2% distribution (\$256,054) and a 3% distribution (\$284,081), with 1.5% (\$192,040) earmarked for tourism product and development, and the remaining 1.5% being added to the 2% distribution that would go to the PCTA (3.5%, \$448,095). The PCTA distribution would include 0.7% (\$89,619) for the PCAA and 2.8% (\$358,476) for PTCA operations.

McMullen clarified that the existing 6% hotel/motel tax distribution included \$256,054 designated for the General Fund: \$512,108 for tourism, conventions, and trade show promotion (including the funds for the PCAA); and nothing for tourism product and development. Under the new law at the 6% rate, the General Fund would receive \$384,081; \$320,068 would go to tourism, conventions, and trade show promotion; and \$64,014 would be used for tourism product and development. The City

could manage the funds for tourism product and development, but would have to account for how it was spent.

If an increase in the hotel/motel tax to 7% were approved, the General Fund would receive \$384,081; \$384,081 would be distributed to tourism, conventions, and trade show promotion; and tourism product and development would receive \$128,027. An increase to 8% would bring \$384,081 to the City's General Fund; \$448,095 to tourism, conventions, and trade show promotions; and \$192,040 to tourism product and development.

McMullen said that the next step was to meet with the hotels and conference centers to get their input on projects that would enhance visitors coming to the City, or determine other opportunities to attract people to stay longer. Any recommendation to Council to increase in the rate would be based on those projects. If Council wanted to increase the hotel/motel tax, then a resolution would be presented for Council approval that would be sent to the state legislature for approval as local legislation. After the legislation was signed by the Governor, then the tax would increase two months later.

Haddix stressed that Council would only be voting that evening on whether or not to talk to the hotels and look at enhancing the ability to promote the City.

Sturbaum felt it was a good idea for staff to at look at the issue with the hotels and the PCTA to see what could be done to tout the City's wares.

Learnard asked what the time frame was. McMullen said that, for this calendar year, the local legislation had to go to the County's legislative delegation and was tied to the crossover date. The legislation had to start in the House. The session had already started, and the legislature only had 40 business days.

Sturbaum moved to approve staff to look at the options for the hotel/motel tax. Learnard seconded. The motion carried unanimously.

01-10-08 Consider Lease Agreement with Dog Park Association

Haddix noted there was a modified agreement on the dais, as well as an e-mail from a citizen with a response from Steve Brown. Gaddo said the Dog Park Association had been the caretaker of the Dog Park for many years as a volunteer 501(c)(3) non-profit organization. They had done a commendable job of taking care of the park and raising money for capital improvements. The Dog Park Association board had asked to be appointed as the City's agent for the management and operation of the Dog Park, with the exception of routine trash collection and disposal, which would be done by the Parks and Recreation crew. The City would be responsible for utilities, which was mainly water. If Council approved the agreement, the Association would remit all out-of-County fees to help offset water and trash collection costs. As the agent for the Dog Park, the Association, in consultation with the City, would also determine fees, memberships, and other charges associated with operation of the park, as well as establishing and enforcing rules and regulations. The fees would be established based on the cost of maintaining and improving the facility. The agreement required close coordination between the Recreation Department and the Dog Park Association. Any proposed capital improvements would funnel through the Recreation Department to Council for final approval in most cases. Gaddo said the Recreation Commission considered the proposed agreement at a special called meeting held January 12 and recommended approval. A Recreation Commissioner would also be appointed as a liaison to the Dog Park Association and would make regular reports to the Recreation Commission.

Gaddo noted there had been one change to the agreement. The following wording had been added to Section 2.1 Operations – *The Manager will provide up to three weeks of access time, during normal hours of operation, to the general public for no charge on a schedule selected by the Manager. This schedule will be provided in advance to the City's Department of Recreation and a press release will be forwarded to the City for distribution announcing the access prior to the selected periods of time.*

Steve Brown, president of the Dog Park Association, addressed Council, saying that the Association had approached the Recreation Commission with what they wanted to do and had answered all the questions. He continued that user fees for City facilities were not new, and several venues had them, including Kedron Fieldhouse, the Tennis Center, and the Amphitheater. The proposed agreement resembled the agreement for the Tennis Center operation very closely. Brown said the Dog Park was unlike anything else in the City, and it was used continuously by animals and people. The rules were posted at the park, and the park required a lot of attention, daily maintenance and upkeep, and required more face-to-face interaction with the users than other venues in the City. The American Kennel Club recommended user fees to help generate revenue, and charging fees was a method routinely used across the country.

Brown continued that the Dog Park had never been a line item in the City budget. The City had provided the land and an initial \$5,000 for the park. The previous Association board had done yeoman's work and burned out. The proposed agreement was tailored to meet the needs of the Dog Park. With the reduction of the Recreation maintenance staff, the Association had been doing a lot of the work themselves. If the City wanted to take over and do the maintenance on the park, there was no one to do that. The City had mandated that the Association provide liability insurance, and they supported that requirement. He said out-of-County users had not been allowed at the park in the beginning, but they had come anyway. The Association's constitution and by-laws had changed to include the out-of-County users. Approximately 40% of the membership was from outside the County, and they paid a higher membership fee in lieu of taxes.

Brown said there was criticism that the Association was trying to do something different. Brown noted that he had been part of the 2002 discussion on the park while serving as mayor. Brown read the following comments from Council Member Annie McMenamin from the June 6, 2002, City Council minutes: *She said she did not have a problem with donating the land for a dog park, but she was stunned at the cost of the fencing, running the water lines, the total amount, and then taking the money from Council Contingency. After some research, McMenamin said it became clear that the users provided most dog parks. In many cases, the community provided the land, but the users provided the maintenance and the infrastructure.* Brown said that the ongoing costs had been part of the first discussions on the Dog Park. He added that Carol Fritz, a former Council Member who spoke at the June 6, 2002, meeting, had noted that she and then-City Manager Jim Basinger had researched the issue when she was on Council and found that users supported most dog parks, not the cities. The Association was continuing what the park had been built on. It had always been user driven.

Brown then answered criticisms regarding costs in an e-mail that he had received. (Brown provided a copy of the e-mail, which is included in the meeting file.) The criticism was that the website could be done by the members, and Brown said the website worked very well, but no one on the board had the expertise. Another item was to get rid of the post office box and use the treasurer's home as the mailing address. Brown said there could be issues if the treasurer left or the office changed hands. It would not be a wise business decision. The poop bags featured the logo of the company that made the bags, not the Dog Park Association's logo. Another criticism was to have scout troops help with

the maintenance. Brown said volunteers from many organizations helped with maintenance, but adults were needed on occasions when a bobcat had to be used.

Learnard, Council's liaison to the Recreation Commission, clarified that, if Council approved the agreement, she would have to pay \$1 per visit or pay the annual membership to use the park. Brown said yes. The annual membership rates were \$35/family, with out-of-County members paying \$45/family. Learnard asked if the fees would allow the park to be self-sustaining. Brown said they would, and that the out-of-County fees would be used to offset the City's costs for water, garbage pick-up, and anything else.

Caren Russell commended the Dog Park Association for their work, but felt they had lost sight of what the park was for. She said it was a safe area for people to interact with their dogs off the leash. The agreement would operate the park more as an organized activity. The park was meant to be public and free. She noted that the original maintenance cost had been listed at \$3,200 on the Association's website, and it was now \$12,278, including \$2,500 for the website fees. The \$7,000 in memberships and donations should cover the \$3,200. Now, people had to either have a membership or pay the \$1 fee, which was a tax. Free access would be limited to select days. Russell noted that the list included \$26,000 in improvements to the park, while other areas of the City were trying to maintain during the economic times. The only way to do that was to make membership mandatory. She suggested a simpler agreement, adding that a lockbox could be placed at the park with a sign that said donations were welcome, or there could be envelopes people could pick up to mail donations. Another way to raise funds would be to have an organized event/activity every three months with an entry fee. If public access was to be limited, then the City could charge the Dog Park Association a rental fee to use the park.

Brown clarified that there was an asterisk next to the \$12,278 budget on the website. The budget for the website was \$2,500, but a member had donated his professional services, so only \$60 was paid for the website. There was no money in the emergency reserve account. They had a barter system with Xelk for the signage. They had a barter agreement with Jones Tree Service for rental equipment, and they got \$3,000 of heavy equipment use for no charge. They had been very successful in bartering services for fees. The Adopt-a-Fence program was \$100 each. A placard was adhered to the fence with the family's name and dog's name. The Adopt-a-Fence money was set aside for expansion. In December, the Adopt-a-Fence program set a record for the number of signs sold. He added that there was also a huge drainage problem at the Dog Park that would cost quite a bit of money to fix. Russell asked why a user fee was required if there was plenty of money for the expansion.

Learnard said there were clearly two worlds of thought on the issue. She suggested trying the agreement for a year, then re-visiting it. Enforcement would be tricky if a fee was mandatory to use the park. The maintenance was also labor intensive. She liked the idea of having free days, but was interested in trying the user fees for a year.

Sturbaum asked Brown how the out-of-County fees were set. Brown said they tried to come up with an estimate on the number of people coming to the park and the expenses, and that was the best guess. After a year, they would have a better idea of how the memberships and fees were working, and they would adjust the fees accordingly. It was a best guess estimate.

Fleisch said that, after a year, she wanted to look at the City charging the Association a rental fee. She had asked that the agreement include wording about the condition of the property if the Association ever dissolved. She was also interested in trying the user fees for one year. Brown said

that, since the new board took over in April, the park was in much better condition. He reiterated that the only expense the City had incurred was the initial \$5,000 to get started and the land.

Haddix said that, after three years of budgeting, he had learned nothing was free, but they would not know how it would work until they tried it. He agreed that a year's trial was a good idea.

Learnard moved to adopt the lease agreement with the Dog Park Association and authorize the Mayor to sign. Fleisch seconded. Learned asked Meeker if a time should be clarified. Meeker noted the agreement expired December 31, and the parties, by mutual agreement, could extend or cancel the agreement, provided that was done by the end of November. The motion carried unanimously.

01-10-09 Consider Funding of Council Pay Raises

On August 16, 2007, the Council approved a pay increase for the Mayor and Council to \$18,000 and \$12,000 respectively effective January 1, 2010. The raises were not funded in the FY 2010 budget. Sturbaum stated that, in light of the current revenue situation, the funding of the pay raises should be postponed. Sturbaum moved to continue the funding of the Council pay raise indefinitely. Fleisch seconded. The motion carried unanimously.

01-10-10 Consider Salary Adjustment for Employees

Sturbaum said they also needed to continue to look at the revenue numbers for the Cost of Living Allowance (COLA) for the employees. Haddix said this was near and dear to him but he understood the current economy. Sturbaum moved to continue the salary adjustment for employees indefinitely. Fleisch seconded. The motion carried unanimously.

01-10-11 Consider Amendment to Smokefree Air Act – Inclusion of E-cigarettes

Public Information Officer/City Clerk Betsy Tyler addressed Council, saying that Council had asked staff to add e-cigarettes to the Smokefree Air Act. After speaking with the City Attorney, e-cigarettes had been included in the definition of "smoking" and "cigarette." The definitions were taken from the Master Tobacco Settlement Agreement in state code. Meeker added that the proposed amendment provided the same restrictions on e-cigarettes as those already in place for regular cigarettes. Tyler pointed out that there was a 90-day effective date in the ordinance to give staff time to notify businesses of the change.

Haddix asked if anyone from the public had anything to add. No one spoke.

Sturbaum said he had asked staff to take a look at this issue. Other governments had already moved on it. There had also been a ruling in the Washington, D.C., district court that the Food and Drug Administration (FDA) overstepped its authority by banning e-cigarettes, but the devices could be regulated under the Family Smoking Prevention and Tobacco Control Act. The FDA still had the authority to regulate e-cigarettes as a tobacco product. He felt it would be good to add them to the City's ordinance. It was similar to alcohol-free beer, which was still governed as an alcoholic beverage.

Fleisch said that, in her opinion, the Smokefree Air Ordinance was designed to protect people from second-hand smoke. E-cigarettes emitted water vapor and were too new. The case law was limited. If the FDA decided to regulate them as a tobacco product, she did not want to preemptively take away anyone's rights.

Haddix said he had also researched the issue, and toxins had been found in the water vapor. He did not see how the toxins that went into the "smoker's" mouth were not also going into the air. He felt including e-cigarettes in the ordinance was a good step.

Sturbaum moved to approve the amendment to the Smokefree Air Act to include e-cigarettes. Learnard seconded. The motion carried 3-1 (Fleisch).

01-10-12 Consider Reduced Amphitheater Rental Fees for High School Event

Amphitheater Manager Nancy Price asked Council to consider reducing the rental fee to \$150 for a Starr's Mill High School Band Boosters fundraiser on April 24. She continued that the Band Boosters would cover the costs of cleaning, certificate of liability, and staff for the event. The normal non-profit rental rate was \$1,500.

Fleisch said her only concern was that there needed to be a fee schedule for schools, and there needed to be a definition of schools. Price agreed, noting that such a schedule was in place in Fayetteville for the Villages Amphitheater, and it was a good tool to reach out to the community and use the venue when it was not normally in use.

Learnard reiterated that the City should put together a policy to be consistent in how the requests from schools were handled across the board. Haddix agreed. He said he had no problem with reducing the fee as long as there was background research done for the future. Learnard said, as long as the costs were covered, she was glad to see the Amphitheater used for such events because it brought people to the venue. Sturbaum added that it would be good for both the school and the community.

Learnard move to approve the reduced rental fee agreement for the Amphitheater by the Starr's Mill Band Boosters for the annual Night of Starrs fundraiser. Sturbaum seconded. The motion carried unanimously.

01-10-13 Consider Amendments to Finance Ordinance

Financial Services Director Paul Salvatore said the changes to the ordinance would allow some flexibility in the Purchasing Ordinance. Currently, a department head or chief had to put in a requisition that was approved by himself and the City Manager to spend even \$10. They could only spend their petty cash without further approval. Staff surveyed other cities and found the system was antiquated. Most allowed director-level approval up to either a \$500 or \$1,000 limit. There would still be budget-checking involved. If an expenditure was not in the budget, it would be kicked out. Most of the other proposed changes were updates and housekeeping in nature.

Sturbaum noted that he did purchasing for a living and said this was standard procedure because it reduced soft costs in transaction processing. It reduced the internal costs of the purchase, helped speed it along, and \$500 was a non-capital expenditure. With the budgetary checks and balances, it would be kicked back if the purchase was over budget.

Sturbaum moved to approve the amendments to the Finance Ordinance as stated by staff. Learnard seconded. The motion carried unanimously.

01-10-14 Consider Memorandum of Understanding – Fayetteville Police Department

A Memorandum of Understanding (MOU) between the City's and Fayetteville's Police Departments had been in place since late 2007 regarding the Special Response Teams (SRT) to share resources

and train together. The revision to the MOU was for a more combined effort to share existing resources, personnel, and to unify the command of the teams under one command.

Sturbaum moved to approve the MOU with the Fayetteville Police Department. Fleisch seconded. The motion carried unanimously.

01-10-15 Consider Lake Peachtree Multi-Use Path Bridge Expansion

City Engineer Dave Borkowski said the expansion was a Special Purpose Local Option Sales Tax (SPLOST) project to replace the existing bridge over the lake. The seven-foot wide bridge spanned 160 feet and was at least 19 years old. The path segment was heavily used. It was not currently wide enough for two carts to pass and was almost too narrow to allow a cart to pass pedestrians or bicycles. Borkowski said the engineering firm of Neel-Shaffer was hired to perform the design and prepare a concept report outlining the advantages and disadvantages of replacing the bridge. Included in the expansion would be widening the path from Lake Peachtree to City Hall.

Borkowski continued that the engineering firm found the existing foundation was in good condition and the most significant repair needs were to replace the railings to a cart-resistant type and to repair the spalling concrete in the substructure. Three options had been presented, and Borkowski said that staff recommended Option 3.

Option 1 was a prefab steel through truss with an estimated cost of \$650,000. Borkowski said the major advantage of this option was there would be no new construction in creek/lake. The major disadvantages were that the bridge would obstruct the view of Lake Peachtree and the higher cost due to the length of the span.

Option 2 included dual pre-stressed concrete bridges at an estimated cost of \$600,000. The major advantage to Option 2 was that the existing path could stay in service during the majority of the construction and only close for safety issues. The major disadvantage was the significant widening into the lake and the need for retaining walls.

Option 3 was to widen the existing structure at an estimated cost of \$470,000. The major advantages included maintaining the view of the lake, minimizing the disturbance in the lake, and lower overall cost. The major disadvantage was that the existing path would need to be closed for two to four weeks, and the detour would be approximately 3.3 miles.

Borkowski said staff believed the advantages to Option 3 outweighed the disadvantage of the required. The project was budgeted for \$851,700 in SPLOST funds, and \$76,246 had been encumbered for the design. The estimated construction/design cost for Option 3 was \$470,000, with a total project cost of \$526,246. The potential savings of \$305,454 could be used to widen the path to City Hall and expended on other eligible SPLOST projects.

Steve Brown asked if the bridge abutments for Option 1 could be lowered to help with the view of the lake and still have the best bridge. Borkowski said, if the bridge were lowered, then there wouldn't be enough headroom for the path that went underneath. Additionally, if the trusses were lowered, they would have to adjust the grade 5% on either side to meet the Americans with Disabilities Act (ADA) requirements.

Beth Pullias asked if it would be possible to complete the construction before school was out since the path segment was heavily used during the summer, as well as by people going to the

Amphitheater. Borkowski said they would have to coordinate with Recreation to find a good time to do it.

Robert Brown said he read the Neel-Schaffer analysis, and they had done a good job. Option 3 obviously saved money, even with the bridge out of service. The impact would be lessened if it was done before school was out.

Mary Giles said she supported Option 3, saying she could live with closing the path. Her concern was whether the existing supports would continue to be in good shape after the expansion or if they would become a maintenance issue in five to 10 years. Borkowski said he had not specifically asked that question of Neel-Schaffer, but the supports should be good for at least another 19 years since there were no problems with the piles. He would clarify that concern with the engineers.

Fleisch asked about the engineering company's reputation. Borkowski said the City was using the company for another project. They had been selected through the Request for Proposal (RFP) process. The company was very knowledgeable about bridges, and he was confident of their recommendations.

Sturbaum asked if there was a difference in the longevity between Option 3 and Option 1. They might be saving money upfront, but he wanted to ensure they would not be spending it later. Borkowski said he could clarify with the engineers on the life of the piles versus using steel option with no piles.

Learnard asked if pre-cast concrete was preferred over poured concrete. Borkowski said it was basically a cost issue, and staff recommended the pre-cast concrete because it would shorten the time the bridge was out of service.

Sturbaum asked if the construction could be done on the weekends to shorten the time. Borkowski said that could be put into the contract.

Haddix asked if the pre-cast concrete would be pre-stressed. Borkowski said if it was pre-cast, then he imagined it would be pre-stressed, but he would confirm with the engineers.

Sturbaum said he supported Option 3 and asked staff to verify the longevity of the existing supports and whether construction could be done on the weekends. Sturbaum moved to approve the expansion of the Lake Peachtree multi-use path bridge with Option 3 as recommended by staff. Learnard seconded. The motion carried unanimously.

Council/Staff Topics

Animal Control Ordinance – Review Ordinance, Comparison with Other Jurisdictions, Statistics

Tyler recounted that, on November 5, 2009, resident Daniel Brown had asked Council to consider a ban on pit bulls or enacting additional legislation specific to the breed. The request included the following recommendations if a full ban was not enacted – dogs muzzled when on public streets/paths, limit of one pit bull, mandatory liability insurance, mandatory proof of vaccinations, and a definition that included Staffordshire Bull Terrier, American Staffordshire Terrier, or American Pit Bull Terrier breed of dog or any mix of those breeds. Staff had been directed to bring back more information in 90 days on whether a ban/restriction was legal and/or effective and local statistics.

Tyler's presentation (a copy of the PowerPoint presentation is included in the meeting file) included statistics from an American Veterinary Medical Association (AVMA) study and the American Society for Prevention of Cruelty to Animals (ASPCA) that showed that unneutered male dogs were 2.6 times more likely to bite, and chained/tethered dogs were 2.8 times more likely to bite. According to 2006 statistics, the dogs involved in 97% of fatal dog attacks were not spayed/neutered, 78% were guard/image dogs vs. pets, and 84% were maintained by reckless owners or the dogs were abused/neglected. Tyler continued that the concerns about the effectiveness of breed specific legislation included "bad" owners who switched breeds, causing different "bad" breeds. The dogs would go into hiding; the people would keep the banned breeds, but would not properly care for them. Good owners and dogs would be punished, creating the hardship of what to do with the banned dog. A breed-specific ban would also create a false sense of security, with the focus turning to the banned breed versus overall leash laws, spay/neuter laws, and other regulations.

Tyler continued that 121 animal bites (85 from dogs, 32, from cats, and 4 from other animals such as foxes and bats) were reported in 2009 in Fayette County. According to the Peachtree City Police Department records, there were eight dog bites in 2009. According to the breakdown of dog bites per breed for 2009 in the County, mixed breeds had the most bites recorded at 11, Labrador Retrievers were next with nine, and Pit Bulls ranked third with six bites.

Tyler continued that, according to City ordinance, the owners of vicious animals could not allow them to run loose, must have them on a six-foot or less leash, must muzzle them when off property, and must have a fenced in area in the yard if the animal was kept outside. No tethering was allowed. The penalties for violation of the ordinance included a fine up to \$1,000 and/or up to 180 days in jail.

Tyler compared the City's "leash law" [Sec. 14-34(a)] to the County's [Sec. 4-31(a)], noting that the only difference was that the County's ordinance did not include voice command. Enforcement of the City's animal control ordinances was vested with the Fayette County Animal Shelter and the City's Police Department. Tyler said Code Enforcement was somewhat involved, usually when there was an issue with the number of animals allowed in a zoning district. She added that the County was concerned with the voice command option in the City's ordinance, as it complicated their ability to enforce the City's "leash law." The Animal Shelter dealt with "leash law" violations, cruelty to animal issues, and vicious animal cases. Any additional enforcement powers would have to be adopted at the County level.

Tyler continued that there was no animal registration required with the City or County currently, there was no consistent reporting mechanism for bites, and there would be issues with mixed breed identification. The staff recommendation was to work with the County to enhance the "vicious" or "dangerous dog" process/ordinance, consider eliminating the "voice command" option from the "leash law," and to regulate the unattended tethering of dogs.

Brown said that unneutered dogs were definitely an issue, noting that most dogs that had to be pulled apart at the Dog Park were large breed unneutered males. In most cases, the owners encouraged bad behavior or did not correct the behavior. The issue was with bad owners.

Andy Jurchenko asked the impetus for the citizen request. Police Chief H.C. Clark said the man had been attacked by Pit Bulls the year before. The dogs were put down, and it had been an owner issue. The dogs ran loose all the time.

Sturbaum said there were a lot of concerns about the ordinance being breed specific. He agreed with the staff recommendation to look at "dangerous dogs" and "voice command."

Learnard agreed that they needed to look at "voice command" and questioned whether people really had voice control over dogs. Haddix said he had been attacked in his own yard by a dog under "voice command." He had problems with the "leash law" in general, including cats. When incidents occurred, Animal Control usually said they had to see the incident happen.

Jurchenko asked whether the current law could have handled the situation just mentioned. It seemed arbitrary to add more laws. Meeker said the laws could always be tightened, and the incident could have been handled under the current law. They wanted to tighten any loopholes. Jurchenko said loopholes were things not considered when laws were passed. This appeared to be a defect in the system versus a defect of the law. Meeker noted they were not privy to all the facts as to why the matter had not gone forward.

Learnard recounted a situation she dealt with of a neighbor's pit bull continuously coming into her yard. She had kept a log and called the Police. The dog owner was eventually ticketed. She said a mechanism that worked well was already in place. The City needed to do what it could to help the Police and get serious about enforcement.

Susan Schultz said it would be good to tighten the "dangerous dog" legislation. Citizens and the Police should be more empowered to do something.

Fleisch said she was concerned about "voice command" and the differences between the City and County ordinances, as well as the fees and penalties since the ordinance was written in 1980.

Sturbaum asked Brown to circulate the statistics around the Dog Park. Brown said some people bred their dogs, so neutering should not be mandatory. More input was needed on "voice command," since there was no demonstration of competency required by the ordinance. He suggested that the County set up a course to demonstrate whether dogs were under "voice command" or not, then the owners could be certified or permitted. Learnard said that "voice command" could not necessarily be demonstrated in a controlled environment.

Haddix agreed that bad owners were the problem, but the ordinance should be enhanced. Clark said "voice command" was unenforceable for the Police. Staff would bring something back to Council.

Sturbaum moved to convene in executive session for real estate and threatened or pending litigation at 9:10 p.m. Learnard seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 10:22 p.m. Learnard seconded. The motion carried unanimously.

Sturbaum moved to accept property from the DAPC located in the industrial park that the National Weather Service had an antenna on. Learnard seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Learnard seconded the motion. The motion carried unanimously. The meeting adjourned at 10:23 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

City Council of Peachtree City
EXECUTIVE SESSION
Minutes of Meeting
January 21, 2010

Mayor Don Haddix called the executive session to order immediately following the regular meeting on Thursday, January 21, 2010. Council Members present were: Vanessa Fleisch, Kim Learnard, and Doug Sturbaum. City Manager Bernard McMullen and City Attorney Ted Meeker were also present.

Meeker said that, during the creation of the Stormwater Utility, it had been discovered there was a parcel in the Industrial Park that had not been paying the stormwater fees. The property had passed from Peachtree City Holdings to the Development Authority, and there was confusion in the Tax Assessor's office as to who the owner was. The Development Authority had entered into a 50-year lease with the United States Government for the parcel to be used by the National Weather Service. To clear up the title issue and to make things cleaner for stormwater utility billing, the DAPC wanted to convey the parcel to the City, subject to the existing lease.

Sturbaum moved to reconvene in regular session at 10:22 p.m. Learnard seconded. The motion carried unanimously.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

2010 City Event Calendar

	<u>February</u>	<u>March</u>
	2/2 – Council Workshop, 6:30 2/4 – City Council Meeting, 7 pm 2/9 – CERT class begins 2/18 – City Council Meeting, 7 pm 2/20 – Book Fair, 10 am – 6 pm, Floy Farr Room, Library	3/2 – Council Workshop (Tentative), 6:30 3/4 – City Council Meeting, 7 pm 3/12 & 13 – City Council Retreat, 8:00 am – 5:00 pm, City Hall 3/13 – Buy Design Jewelry Show, 10 am – 5 pm, Kedron (new event) 3/18 – City Council Meeting, 7 pm
	<u>May</u>	<u>June</u>
4/1 – City Council Meeting, 7 pm 4/6 – Council Workshop (Tentative), 6:30 4/13 – PTC 101 begins 4/15 – City Council Meeting, 7 pm 4/24 – Spring Yard & Garden Show, Shakerag Knoll	5/1 – Touch a Truck 5/1&2 – Spring Cleanup 5/4 – Council Workshop (Tentative), 6:30 5/6 – City Council Meeting, 7 pm 5/20 – City Council Meeting, 7 pm 5/31 – Memorial Day (City Offices Closed)	6/1 – Council Workshop (Tentative), 6:30 6/3 – City Council Meeting, 7 pm 6/17 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/1 – City Council Meeting, 7 pm 7/4 – Independence Day (Sunday) – City Celebration Date TBA 7/5 – City Offices Closed for Independence Day 7/6 – Council Workshop (Tentative), 6:30 7/15 – City Council Meeting, 7 pm	8/3 – Council Workshop (Tentative), 6:30 8/5 – City Council Meeting, 7 pm 8/19 – City Council Meeting, 7 pm	9/2 – City Council Meeting, 7 pm 9/6 – Labor Day – City Offices Closed 9/7 – Council Workshop (Tentative), 6:30 9/16 – City Council Meeting, 7 pm
<u>October</u>	<u>November</u>	<u>December</u>
10/5 – Council Workshop (Tentative), 6:30 10/7 – City Council Meeting, 7 pm 10/21 – City Council Meeting, 7 pm 10/31 - Halloween	11/2 – Council Workshop (Tentative), 6:30 11/4 – City Council Meeting, 7 pm 11/18 – City Council Meeting, 7 pm 11/25 & 26 – Thanksgiving Holiday, City Offices Closed	12/2 – City Council Meeting, 7 pm 12/7 – Council Workshop (Tentative), 6:30 12/4 – Hometown Holiday @ The Fred 12/16 – City Council Meeting, 7 pm 12/23 & 24 – Christmas Holiday, City Offices Closed

Note: Items in **BOLD** are new additions

Updated 1/26/2010

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: December 2009

	<u>November-09</u>	<u>December-09</u>	<u>FY 2010 YTD</u>	<u>FY 2009 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	0	2	5	9
City Vehicle / Equipment Accidents	2	1	4	4
Employee Turnover Rate ***	0.00%	0.82%	1.23%	0.75%
Lawsuit Legal Fees	\$75.00	\$9,703.20	\$12,609.60	\$19,654.92

(December turnover due to 1 death of employee and 1 retirement.)

Municipal Court

Fines Collected	\$87,609.50	\$102,209.00	\$324,496.50	\$392,645.00
Online Transactions	82	96	373	460
Citations Closed	234	228	1,029	1,569
Community Svc Hrs for KPTCB	659	476	1,135	
People on Probation (3)	430	404	834	
Jail Fund Balance	-\$7,516.67	-\$2,330.96	\$84,059.15	\$149,786.09

** Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.*

*** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed*

Public Information

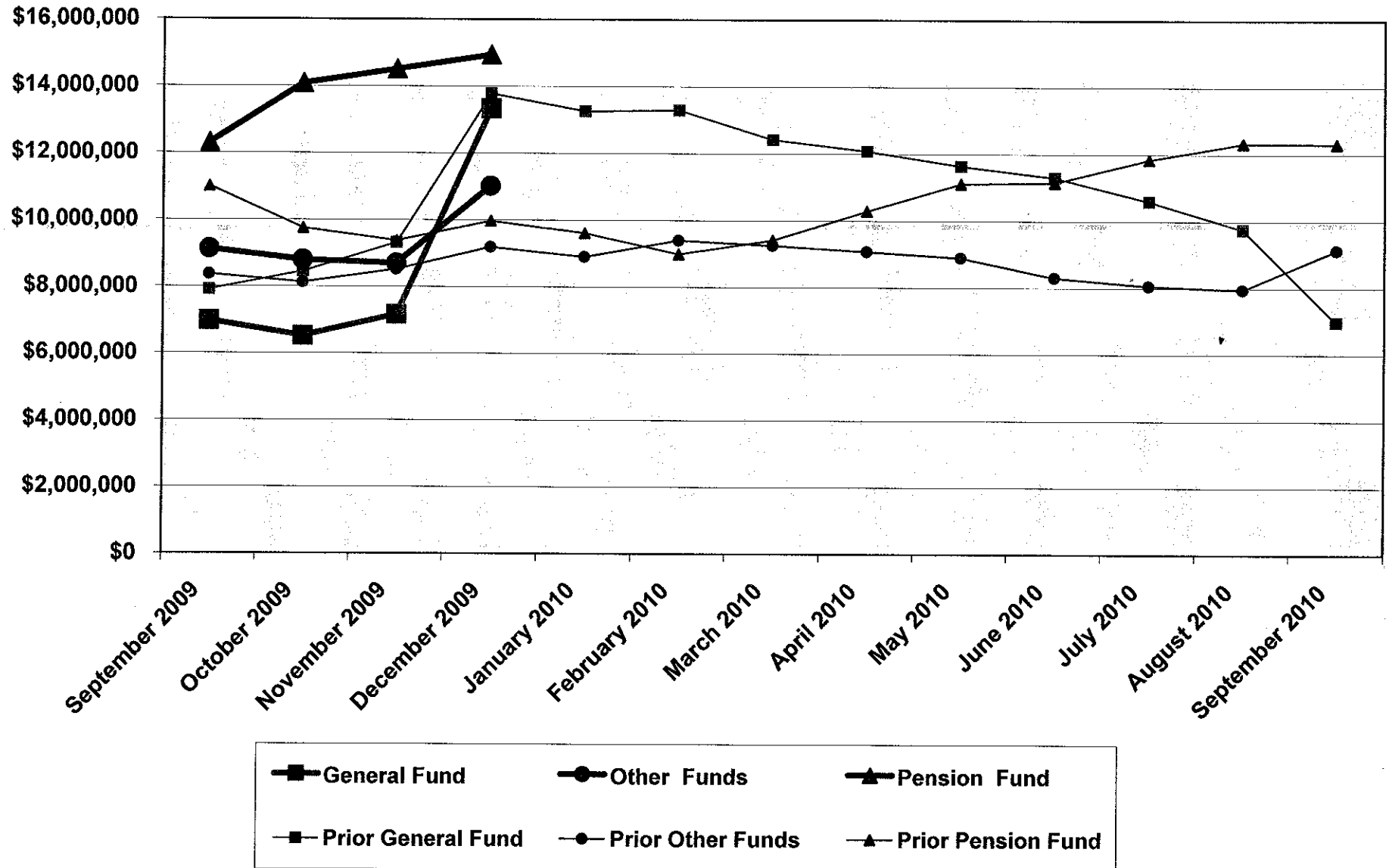
New Businesses Registered	15	26	60	48
Public Contacts, Questions & Complaints	137	136	439	225

This includes 1 complaint against Comcast Cable Company, 3 Sanitation Company complaints, and 2 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2010

	Nov-09	Dec-09	Fiscal Y-T-D 2010	Fiscal Y-T-D 2009
DEVELOPMENT PERMITS:	2	1	8	10
BUILDING PERMITS:				
Single Family Residential	2	0	10	4
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	93	64	245	97
Commercial/Industrial	11	10	33	30
TOTAL INSPECTIONS:	216	229	769	1,257
CERTIFICATE OF OCCUPANCY:				
Residential	7	4	15	19
Commercial	6	4	18	14
Multi-Family Residential	0	0	0	146
CODE ENFORCEMENT:				
Sign Violations	93	75	346	533
New Rehab	8	8	23	13
Rehab Inspections	12	4	59	26
Tree Removal Permits	75	40	198	168
Notice of Violations - Construction	0	0	0	6
Notice of Violations-Non-Construction	87	67	229	436
Stop Work Orders	2	3	7	8
Compliance Inspections	130	105	359	654
Founded Complaints	6	4	15	52
Unfounded Complaints	2	0	3	24
Assessments	144	66	494	5
Water Ban Violations	0	0	0	5
Citations	7	0	8	26
Architect Review Board Permit Approval	12	25	58	83
PERMIT FEES COLLECTED:	20,425	14,864	55,752	152,008
POPULATION:	36,750	36,758	36,758	36,643
Based on 2.09 persons per new completed dwelling unit				

CITY OF PEACHTREE CITY
FISCAL YEAR 2010 (with prior year comparison)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED DECEMBER 31, 2009**

PERCENTAGE OF BUDGET YEAR COMPLETED 25.0%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 10,033,147	\$ 8,610,231	\$ (1,422,916)	85.82%
Franchise Taxes	2,536,080	125,363	(2,410,717)	4.94%
Local Option Sales Tax	6,350,841	1,499,962	(4,850,879)	23.62%
Other Sales & Use Taxes	685,494	171,275	(514,219)	24.99%
Business Taxes	2,313,321	1,955,456	(357,865)	84.53%
Licenses & Permits	767,569	310,271	(457,298)	40.42%
Intergovernmental/Grants	434,801	48,000	(386,801)	11.04%
Charges for Services - Other	933,344	161,047	(772,297)	17.25%
EMS Billings	376,200	103,366	(272,834)	27.48%
Fines & Forfeitures	1,127,852	191,822	(936,030)	17.01%
Investment Income	198,513	12,184	(186,329)	6.14%
Other Revenue	15,234	35,023	19,789	229.90%
Other Financing Sources	306,054	105,914	(200,140)	34.61%
Total General Fund Revenues	\$ 26,078,450	\$ 13,329,914	\$ (12,748,536)	51.11%
Surplus Carryover	462,193	-	(462,193)	0.00%
Total General Fund	\$ 26,540,643	\$ 13,329,914	\$ (13,210,729)	50.22%

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 366,714	\$ 73,137	\$ 293,577	19.94%
Administrative Services	1,114,504	297,725	816,779	26.71%
Financial Services	1,074,015	270,889	803,126	25.22%
Police Services	6,482,919	1,576,349	4,906,570	24.32%
Fire/EMS Services	6,280,609	1,585,580	4,695,029	25.25%
Public Works	3,257,420	758,903	2,498,517	23.30%
Leisure Services	4,380,079	1,050,418	3,329,661	23.98%
Community Services	1,099,709	280,564	819,145	25.51%
Non-Divisional:				
Unemployment Insurance	35,640	-	35,640	0.00%
Council Contingency	50,000	-	50,000	0.00%
Non-Profit Organizations	28,130	23,130	5,000	82.23%
Transfer to Development Authority	35,000	35,000	-	100.00%
Development Authority Debt Service	140,109	116,332	23,777	83.03%
Transfers to Other Funds	2,383,281	486,956	1,896,325	20.43%
Liability Insurance	91,610	48,263	43,347	52.68%
Litigation Services	125,675	12,610	113,065	10.03%
General Administration/Miscellaneous	76,318	-	76,318	0.00%
Budgeted Savings	(481,089)	-	(481,089)	0.00%
Total General Fund	\$ 26,540,643	\$ 6,615,856	\$ 19,924,787	24.93%

HOTEL/MOTEL FUND REVENUES

Description	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 768,163	\$ 201,606	\$ (566,557)	26.25%

HOTEL/MOTEL TRANSFERS OUT

Type	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 256,054	\$ 67,202	\$ 188,852	26.25%
Transfer to Tourism Association	512,109	134,404	377,705	26.25%
Total Hotel/Motel Transfers Out	\$ 768,163	\$ 201,606	\$ 566,557	26.25%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF DECEMBER 31, 2009

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER DECEMBER 2009			
Description	Vendor	Award	Date
Video Cameras for new PD Cars	Coban Technologies	\$ 35,520.00	12/07/2009
Radios - new vehicles	Motorola	19,768.82	12/30/2009

PURCHASING REPORT FOR MONTH ENDED DECEMBER 31, 2009 AND DECEMBER 31, 2008		
Activity	Fiscal Year 2010	Fiscal Year 2009
Purchase Orders / Requisitions Processed	248	306
City Store Requisitions Processed	14	13
Sealed Bids Requested	0	0
Requests for Proposals	0	1
Bids Awarded	2	0
Requests for Proposals Awarded	0	0
Contracts Prepared	3	0
Electronic Auction	3	0
Fixed Assets Purchased	11	9

**CITY OF PEACHTREE CITY
DONATIONS RECEIVED
DECEMBER
2009**

POLICE

Suzanne Memmer	Toy Fund	\$25.00
Frank & Anne Morgan	Toy Fund	\$100.00
Virsat Inc-Line Creek Liquor	Toy Fund	\$100.00

AMPHITHEATER

Arts Clayton, Inc.	GAP Grant-Halloween Event	1,000.00
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GATHERING PLACE

Mr & Mrs Eric Griffiths	Exercise Machine	
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CITY HALL

Chapman	Historical Marker	2,000.00
Partner's Pizza	Historical Marker	500.00
Harris	Historical Marker	500.00

TOTAL MONTH OF DECEMBER 2009

\$4,225.00

City of Peachtree City
Information Technology Statistics
December 2009
(as of 1/26/2010)

Goals and Objectives Summary (Statistically-based):

Goal 1: Minimize down-time for all critical servers.

Objective 1: Ensure maximum 5% downtime annually (438 hours out of 8,760 available hours) for primary application, file and email servers

Reported hours of downtime in December 2009 – .25 hours (99.966% uptime, 0.034% downtime)

Reported hours of downtime in FY2010 – 0.25 hours (99.988% uptime, 0.012% downtime)

Reported hours of downtime in FY2009 – 21.67 hours (99.75% uptime, 0.25% downtime)

Goal 2: Improve first call resolution for technical support issues.

Objective 1: Ensure first call resolution 90% of the time within 1 hour for “emergency” issues, 4 hours for “important” issues, and 12 hours for “normal” issues.

NOTES – In December 2009, I.T. switched to a new tracking system that does not adjust for non working hours. The statistics now count from the time the call is entered into the system until it is closed. The System Administrator adjusts the time for off-hours to create the final duration of a call.

Period	Total Number of Issues	Number of Issues Resolved in same month	%	Number of "Emergency" Issues	Number of "Emergency" Issues Resolved in 1 hour	%	Number of "Important" Issues	Number of "Important" Issues Resolved in 4 hours	%	Number of "Normal" Issues	Number of "Normal" Issues Resolved in 12 hours	%
December 2009	86	84	97.67%	2	2	100.00%	7	7	100.00%	77	58	75.32%
FY2010	219	208	94.98%	2	2	100.00%	7	7	100.00%	210	174	82.86%
FY2009	1309	1267	96.79%	1	0	0.00%	27	26	96.30%	1260	1141	90.6%

Website Statistics for www.peachtree-city.org – December 2009

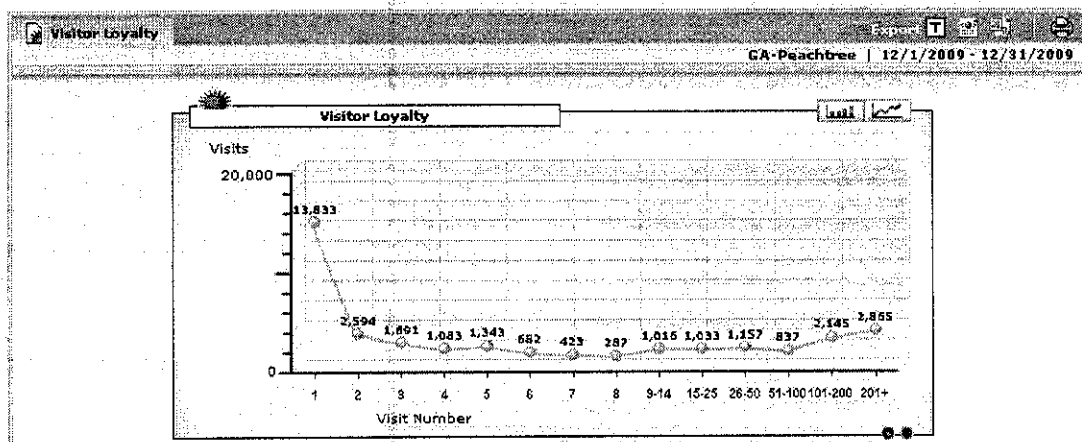
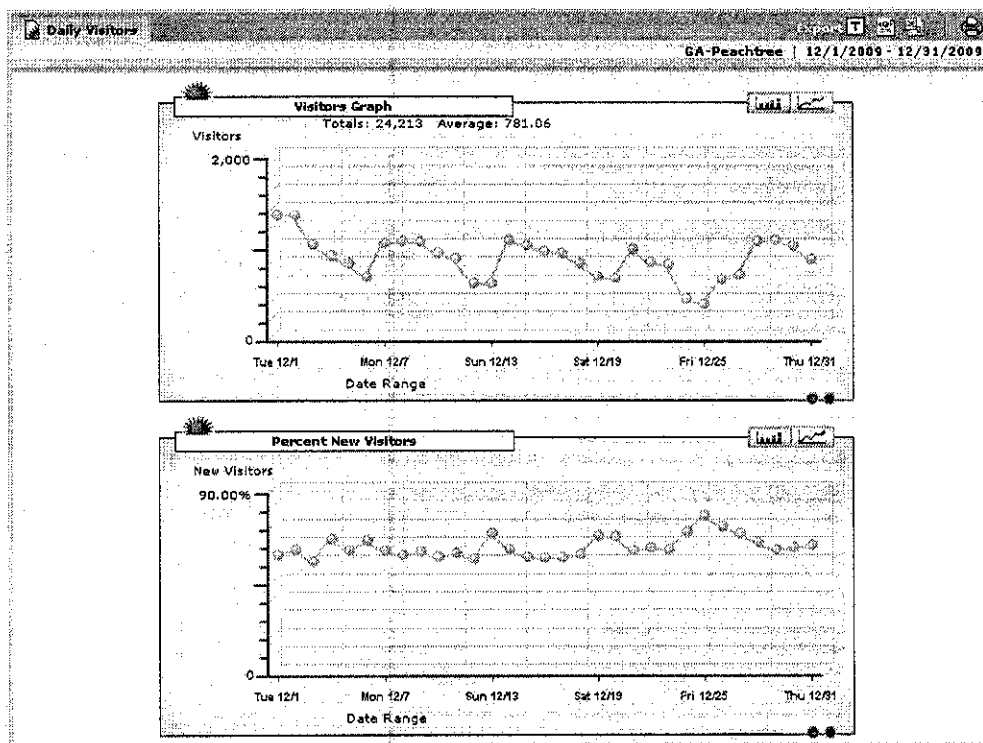
The City's web hosting provider changed statistic reporting systems to Google Urchin earlier this year, leading to incomplete data for the overall year. As the method used to track visitors and top pages has changed, showing YTD will not be accurate. We will continue to show monthly statistics until a full year has been tracked in Urchin to provide YTD trends.

Visits

A visit is defined as a series of actions that begins when a visitor views their first page from the server, and ends when the visitor leaves the site or remains idle beyond the idle-time limit. The default idle-time limit is thirty minutes.

Total Number of Website Visits in December 2009 – 30,989

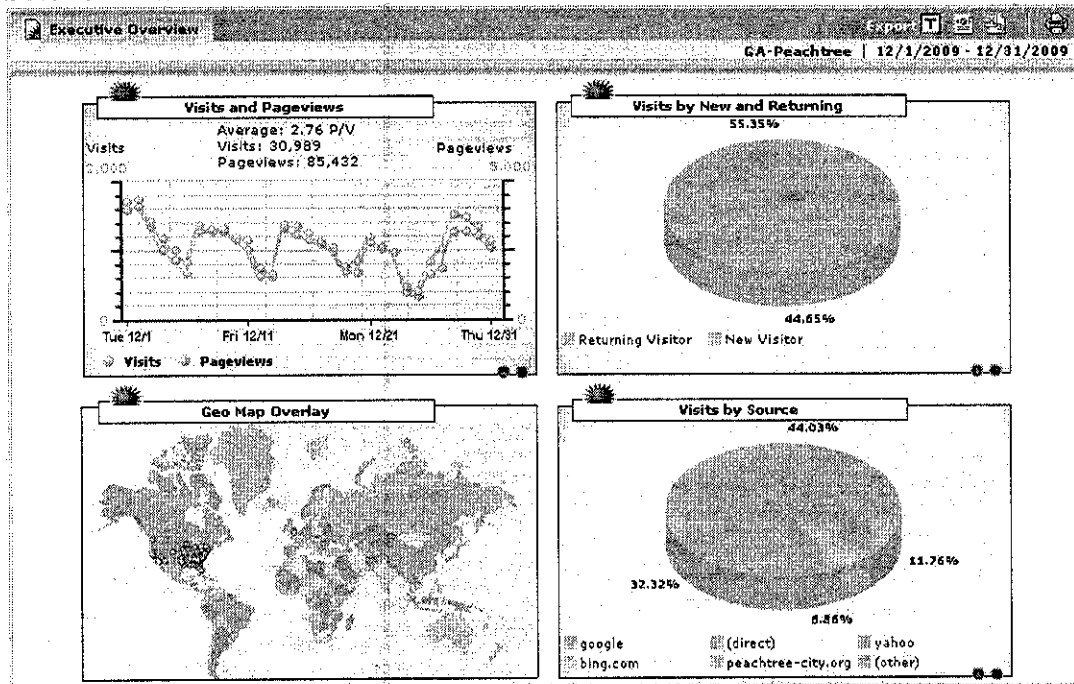
Unique Visitors – 18,229



Top Pages for December 2009:

	Page Titles	Visits	Pageviews	Avg Time	% Exit
1.	Peachtree City, GA - Official Website	20,691	42,089	00:01:00	32.57%
2.	Peachtree City, GA - Official Website - Online Resources	4,097	5,273	00:05:00	77.30%
3.	Peachtree City, GA - Official Website - Police	1,051	1,688	00:01:01	56.40%
4.	Peachtree City, GA - Official Website - Library	1,019	1,936	00:01:02	49.79%
5.	Peachtree City, GA - Official Website - Parks and Recreation	563	1,369	00:01:03	26.44%
6.	Peachtree City, GA - Official Website - Kedron Fieldhouse and Aquat	547	981	00:01:46	52.80%
7.	Peachtree City, GA - Official Website - Restaurants	510	909	00:01:41	53.14%
8.	Peachtree City, GA - Official Website - Paths & Golf Carts	460	1,599	00:01:00	26.58%
9.	Peachtree City, GA - Official Website - Street and Path Map	439	994	00:01:54	42.86%
10.	Peachtree City, GA - Official Website - Peachtree City Tennis Center	432	873	00:00:45	46.39%
Totals:		39,446	85,432	00:01:11	36.27%

December 2009 Executive Overview:



**PEACHTREE CITY FIRE/EMS DEPARTMENT
2010 MONTHLY REPORT**

	Nov. 09	Dec. 09	2010 FY-T-D	2009 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	1	2	4	8
Actual Business/Industrial Fires	1	1	2	4
Rescue/EMS Assist	165	157	488	425
Vehicle/Golfcart Accidents	14	12	45	71
False Alarms	25	17	83	64
¹ Other	30	25	71	91
Total Engine Response	236	214	693	663
 Dispatched Fire Calls	 58	 43	 162	 162
 Response Time Fire	 4:01	 5:21	 5:00	 4:57
RESCUE/EMS				
Trauma	29	24	88	111
Medical	145	140	430	394
Total # Patients	174	164	518	505
 Patients Transported	 98	 90	 297	 255
 Dispatched EMS Calls	 177	 167	 526	 504
 ² Total Medic Response	 206	 184	 595	 631
 Response Time EMS	 4:26	 4:25	 4:36	 4:31
 Dispatched Fire/EMS Total	 235	 210	 688	 666
EMS BILLING				
Patients Billed	96	90	294	253

¹Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

²Includes Fire Assist Responses

LEISURE SERVICES MONTHLY REPORT

Dec-09

<u>Activity Description</u>	<u>Unit</u>	<u>Dec 09</u>	<u>FY 2010 YTD</u>	<u>FY 2009 YTD</u>
Library				
Books Circulated	number	33,475	110,183	104,448
Internet Usage	visits	2,668	9,081	10,148
Computer Lab Use	hours	0*	0	23
<i>*Lab closed due to hour reductions</i>				
Recreation				
Class/Program Revenue	\$	\$2,507	\$12,261	\$7,902
Playing Field Preparations	hours	475	1,175	1,170
Building Maintenance	hours	378	1,273	1,264
Litter Removal	hours	220	845	848
Complaints answered	number	2	6	4
Amphitheater Rentals, commercial		0		0
Amphitheater Rentals, nonprofit*		*1	1	1

** Hudson Family Foundation concert - November 2009*

Kedron Revenue Update

	<u>Dec 09</u>	<u>FY 2010 YTD</u>	<u>FY 2009 YTD</u>
Classes/Programs	\$1,744.00	\$8,138.00	\$3,613.00
Pool Revenue	\$14,502.00	\$19,060.00	\$14,643.00
Rentals	\$160.00	\$720.00	\$600.00
Total	\$16,405.00	\$27,918.00	\$18,856.00
	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>	
	\$3,751.00	\$3,142.00	
	\$8,120.00	\$3,895.00	
	\$560.00	\$640.00	
	\$12,431.00	\$7,677.00	

The Recreation staff is also planning the following revenue-generating actions at Kedron: Bring to City Council in early 2010 new or revised fee rates for open gym, rentals and other selected fees; actively promote Kedron for specialized rentals and special events during low use times, to include in-house developed brochure and active promotion to target audiences; develop and promote sponsorship program that will include display areas in the facility.

PEACHTREE CITY POLICE DEPARTMENT

2009 MONTHLY REPORT

	NOVEMBER 2009	DECEMBER 2009	2009 Calendar Year to Date	2008 Calendar Year to Date
PART I CRIMES				
Criminal Homicide	0	0	0	1
Forcible Rape	0	0	4	2
Robbery	0	1	4	8
Aggravated Assault	2	1	11	7
Arson	0	0	0	1
Motor Vehicle Theft	9	6	88	88
Theft	41	39	514	470
Burglary	4	2	44	60
TOTAL PART I CRIMES	56	50	665	637
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	9	9	184	230
DUI – ADULT	8	9	168	212
DUI – UNDERAGE	1	0	16	18
MINOR IN POSSESSION OF ALCOHOL	3	11	96	80
DRUG ARRESTS:				
MARIJUANA	10	5	102	84
METHAMPHEDIMINE	0	0	3	1
COCAINE	0	0	3	6
OTHER (opium, heroin, etc)	0	0	1	6
ARRESTS				
PROPERTY CRIMES	17	19	215	171
PERSON CRIMES	7	6	95	77
CITY ORDINANCES	19	36	410	501
TRAFFIC OFFENSES	28	90	543	511
OTHER	23	36	407	424
*AVERAGE RESPONSE TIME	9.06	8.13	7.33	6.02
CALLS ANSWERED	4,556	4,760	59,399	63,722

* Per the report from Fayette County 911 Center, the times reflect an overall response of all units to a call for service and not necessarily the first on the scene. This does not accurately reflect a true response time.

TRAFFIC

CITATIONS ISSUED	351	739	6,296	6,865
WARNINGS	468	864	6,880	7,833
ACCIDENTS	102	105	1,057	1,183

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HUDDLESTON RD	8
HWY 54 / PLANTERRA WAY	4
HWY 54 / HWY 74	3
HWY 54 / WILLOWBEND ROAD	3
HWY 54 / NORTHLAKE	3

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	53
HWY 54 / PEACHTREE PARKWAY	32
HWY 54 / HUDDLESTON RD	30
HWY 54 / PLANTERRA	27
HWY 74 / ROCKAWAY ROAD	20

**PUBLIC SERVICES MONTHLY REPORT
DECEMBER 2009**

<u>Activity Description</u>	<u>Unit</u>	<u>December-09</u>	<u>FY2010 YTD</u>	<u>FY2009 YTD</u>
Street Patching	Hrs.	0	635	0
Street Crack Sealing	Hrs.	0	69	224
Street Crack Sealing	Mi.	0	0.05	1.08
Street General Miantenance	Hrs.	692	1,660	1,240
Storm Water Maintenance	Hrs.	378	1,133	1,881
Cart Path Paving	Ft.	0	2,035	1,378
Cart Path Prepped for Paving	Ft.	53	~~~	~~~
Cart Path Litter Removal	Hrs.	184	466	559
Cart Path Drainage Maintenance	Hrs.	82	560	494
Cart Path General Maintenance	Hrs.	495	1,801	1,390
Subdivision Sign Maintenance	Hrs.	17	46	73
Traffic Sign Maintenance	Hrs.	132	481	433
Vandalism Repairs	Hrs.	46	88	109
Vandalism Repairs	Dls.	\$826	\$2,274	\$2,172
Citizen Complaints Answered	Num.	93	272	189
Community Service	Hrs.	476	1,539	124
 <u>RECYCLING SITE</u>				
Manhours	Hrs.	52	156	548
 Participants:				
Recycling	Num.	668	2,502	873
Composting	Num.	704	2,473	2,858
Mulch Pick UP	Num.	11	22	57
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	66.5		

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Tourism Association

as of Dec 2009

Board name

Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
William Bexley 12/31/2010	11*	11	10	1	06/16/2009	91%
Kai Wolter 12/31/2010	11*	11	9	2	07/15/09 09/08/09	82%
David Ring Until no Longer Rec Comm Chairman	11*	11	8	3	03/25/09 05/27/09 8/12/09 09/08/09	73%
Stanley Phillips 12/31/2009	11*	11	11	0		100%
Eva Durham 08/06/2012	11*	11	9	2	02/25/09 06/16/09	82%
Veronica Ross 08/06/2012	11*	11	10	1	01/21/2009	91%
Mayor Harold Logsdon 12/31/2009	11*	9	6	4	4/15/09 7/15/09 9/8/09 11/18/09	67%
Joe Magennis Alternate	11*	4	4	0		100%

* October 2009 - No meeting

Staff/Attorney

Lauren Yawn	11*	11	11	11		100%
Jeremy Hogan	11*	11	10	1	06/17/2009	91%
Mary Camburn	11*	11	10	1	03/25/2009	91%
Caryl Sumner Black	11*	11	11	0		100%

COMMISSION/AUTHORITY ATTENDANCE RECORD

Planning Commission

Board name

December 2009

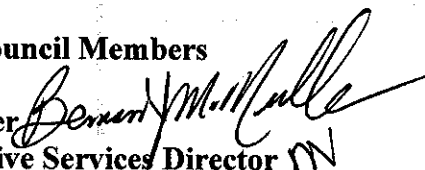
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples 10/01/2006	14	14	14	0		100%
Theo Scott 10/01/2004	14	14	14	0		100%
Larry Sussberg 10/01/2008	14	14	13	1	05/11/09	93%
Joe Frazar 10/17/2008	14	14	13	1	12/14/09	93%
Lynda Wojcik 02/23/2009	15	11	11	0		100%
Lisa Curtis 10/01/2009	15	3	1	2	11/09/09, 12/14/09	33%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Administrative Services Director 

FROM: Public Information Officer/City Clerk 

DATE: January 29, 2010

SUBJECT: Consider Residential Curbside Sanitation Franchise Agreement – Integrated Recycling/Waste Solutions
February 4, 2010, City Council Meeting

Recommendation:

That Council approve standard franchise agreement and addendum for Integrated Recycling/Waste Solutions pending confirmation of satisfactory insurance.

Discussion:

Attached is a copy of Integrated Recycling/Waste Solutions application to be included among the City's approved residential curbside sanitation companies. Council approved five other haulers under the same terms and conditions in 2009.

Following Integrated's initial submittal of the application, they were notified that they needed to increase their insurance levels, resulting in a change in insurance companies. They will provide proof of the required coverage next week, and staff will confirm they meet the criteria set forth in the agreement at the meeting on February 4.

Budget Impact:

This item should have no additional budget impact.

SANITATION FRANCHISE APPLICATION

(return with executed Franchise Agreement)

APPLICATION DATE: 1/19/10
Company Name: INTEGRATED RECYCLING SOLUTIONS
DBA (List all): INTEGRATED WASTE SOLUTIONS
CURRENT # of PTC Customers: 0
Manager/Owner: CEM DRAKE
Physical Address: 81 ALDER DR. NEWNAN GA 30263
Mailing Address: P.O. BOX 71895 NEWNAN GA 30263
Business Phone: 678-854-8169
Web Site: WWW.IKS WASTE.COM

Quarterly Residential Service Rate for:

\$ 15/wk ^{#45/MONTH + \$1 PTC FEE = \$46/Quarter} Weekly Garbage & Recycling (must be combined in base rate) - **FOR PUBLICATION**
ON CITY WEB SITE

\$ 1/616 Yard Debris (required service, additional charge permitted)
Frequency of Yard Debris Pickup WEEKLY

^{PTC}
LIST AS: (WEB PAGE)

INTEGRATED
RECYCLING / WASTE
SOLUTIONS

Other Services Available

☐ Twice Weekly Service

☐ Two carts

☒ Bulky Waste

☒ Back Door Service (disabled)

☒ Back Door Service (other)

☒ Other (describe) Roll off / RECYCLING

Contact Information:

Customer Service Phone Number: 678-854-8169

Customer Service Email: CUSTOMERSUPPORT@IKS WASTE.COM

City Representative Name: CEM DRAKE

Title: PRESIDENT

Email: CEM.DRAKE@IKS WASTE.COM

Daytime Phone Number: 678-854-8169

Cell Phone Number: 678-251-6668

Emergency Phone Number (nights/weekends): 678-251-6668

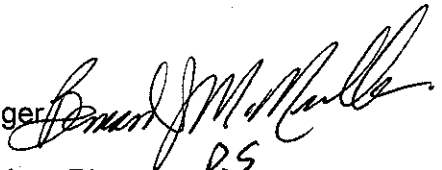
ATTACH: Insurance Certificate
Executed Agreement

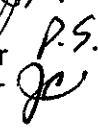
APPROVED BY COUNCIL: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

FROM: Paul J. Salvatore, Financial Services Director
Janet I. Camburn, Assistant Finance Director  P.S.

DATE: January 23, 2010

SUBJECT: Budget Amendments – Fiscal Year 2010

February 4, 2010 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2010 budget resolution.

Discussion:

Attached please find budget amendments 10-008 through 10-010 for fiscal year 2010 submitted for your approval. Budget amendment 10-008 increases both revenue and expenditures in the SPLOST Fund to recognize the Georgia DOT LARP revenue of \$116,000 expected to be received to off-set a portion of the costs of the 2010 paving contract. Budget amendment 10-009 reduces both revenue and expenditures in the SPLOST Fund to account for costs that were previously budgeted in fiscal year 2010 that were actually expended in fiscal year 2009. These costs totaling \$61,264 were the City's share associated with the Redwine Road resurfacing project completed by the County in late fiscal year 2009. Budget amendment 10-010 increases both revenue and expenditures in the amount of \$1,335 in the SPLOST Fund to account for additional interest earnings estimated in fiscal year 2010 not previously budgeted but accounted for in the November 2009 SPLOST Fund presentation to City Council.

Budget Impact:

The budget amendments increase both revenue and expenditures in the SPLOST Fund by a net amount of \$56,071.

If you have any questions please do not hesitate to contact either Paul Salvatore or Janet Camburn.

Thank you for your attention to this matter.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-008

DATE February 4, 2010

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
320-00-33-4313	xxx	GA DOT - LARP Revenue	116,000	
320-4110-52-3910	xxx	Street Resurfacing	116,000	

TOTAL \$ 232,000 \$ -

To amend the 2010 budget resolution to account for \$116,000 in expected LARP revenue to off-set the 2010 paving contract in the SPLOST Fund.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-009

DATE February 4, 2010

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
320-00-38-9025	xxx	Surplus Carryover		61,264
320-4110-52-3910	xxx	Street Resurfacing		61,264

TOTAL \$ - \$ 122,528

To amend the 2010 budget resolution to account for costs budgeted in FY 2010 in the SPLOST Fund but actually expended in FY 2009.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-010

DATE February 4, 2010

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
320-00-36-1010	xxx	Interest Earnings	1,335	
320-4110-54-0049	xxx	SPLOST Contingency	1,335	

TOTAL \$ 2,670 \$ -

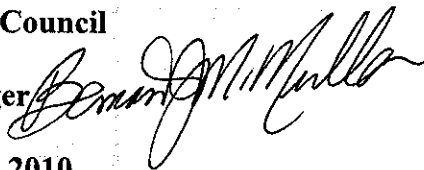
To amend the 2010 budget resolution to account for additional interest revenue anticipated in FY 2010 that was not previously budgeted.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: January 29, 2010
SUBJECT: Appoint Kim Westwood as Board Member, PTC Tourism Association
February 4, 2010 Council Agenda

Recommendation:

That Kim Westwood is appointed to the Board of Directors, Peachtree City Tourism Association (PCTA).

Discussion:

Ms. Westwood was appointed to the PCTA Board of Directors as an alternate in December 2009. The city was notified that Ms. Eva Durham had to resign from the PCTA Board of Directors due to new employment out of state. Ms. Westwood will fill the remainder of Ms. Durham's term which expires 8-6-2012.

Budget Impact:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: January 29, 2010
SUBJECT: Appoint Donna O'Kelly as Board Member, PTC Development Authority
February 4, 2010 Council Agenda

Recommendation:

That Donna O'Kelly is appointed to the Board of Directors, Peachtree City Development Authority.

Discussion:

Ms. O'Kelly was appointed to the PCTA Board of Directors as an alternate in September 2009. The city was notified that Mr. Thomas Hamall had to resign from the PCTA Board of Directors due to health issues. Ms. O'Kelly will fill the remainder of Mr. Hammall's term which expires 4/30/2010.

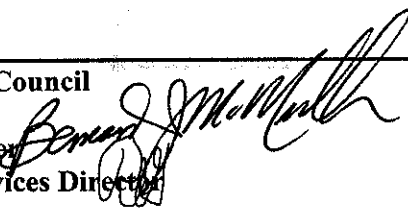
Budget Impact:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 
Leisure Services Director

DATE: January 28, 2010

SUBJECT: Consider Approval of Agreement with South Side Cycling Club
For City Council Meeting February 4, 2010

Recommendation:

That Council approves the attached agreement between the South Side Cycling Club and the City and authorizes the mayor to sign the agreement.

Discussion:

The South Side Cycling Club is a new organization formed to promote and advocate safety and road awareness for bicyclists and encourage various types of cycling. The club is also a prerequisite for becoming a Bike Friendly Community which is a goal the city has been working towards. Club members will engage in various community-oriented activities, to include planned path rides on the city's cart paths, road rides, safety classes for children, bike maintenance classes, skill sessions and others outlined in the agreement. This agreement is of the same format as agreements with youth sports associations and other special interest groups. This agreement has been reviewed by the City Attorney, city staff and the cycling club board. The agreement is for one year and will be reviewed and renewed next January.

The agreement specifies one area which the club may improve in order to offer a higher level of riding, especially mountain biking. This area is the 22-acre undeveloped plot adjacent to the Baseball Soccer Complex. The Club will improve and maintain an existing mountain path in that area.

The agreement was reviewed by the Recreation Commission at their January 25th meeting and they voted to forward a favorable recommendation to City Council. They approved the agreement as-is in order to enable the cycling club to proceed with operations, but did have comments that they would like considered prior to renewing the agreement next year. There is no provision in this agreement establishing a fenced account similar to youth sports associations, whereby a minimum \$5 per in-county resident and \$10 out of county fee be collected by the club and placed into a fenced account within the city budget that can only be used to improve the facilities they use. Recreation staff will work with the club during their inaugural year and determine if a fenced account is appropriate in this case. The Commission also asked that during the inaugural year the club not host any large formal events without close coordination with the Commission and the Recreation staff. The Recreation Department will assist the Club with signage and some site clearing at BSC.

Budget Impact: No anticipated negative budget impact. Minor expenses for signage.

Special Interest Facility Agreement between

South Side Cycling Club

and

The City of Peachtree City

BACKGROUND: The City of Peachtree City is fortunate to have volunteers who execute **special interest** programs on behalf of the City. In this unique partnership, the City provides manpower, budget and resources to construct and maintain quality facilities. **Special interest groups** provide volunteer personnel, and in some cases paid staff, to staff, organize, plan and administer outstanding **special interest** programs. Together, this team ensures that wholesome, healthy and enjoyable recreation activities are available to **the citizens** in the City. While the City Administration does not get closely involved with the structure, organization or administration of South Side Cycling Club (SSCC), (The Association) operations, the City Recreation Department must remain accountable and responsible to citizens for any actions taken on its behalf by any affiliate organization, including **special interest groups**. Since the City provides valuable assets that are funded by tax paying citizens and the city allows use of these assets to the Associations, Associations must be prepared to provide their services in consonance with existing City policies, ordinances and good business practices. **This agreement covers all programs, projects and activities of the association.**

GENERAL

1. The Association agrees to provide a **safe and enjoyable environment for citizens using bicycles on the City Multi Use Paths, Public Roads and Mountain Bike Trails** as a service for the City. The association is being formed to promote and advocate safety and road awareness for bicyclists and encourage and engage persons in the sport of any type of bicycling. The formation of the association is to provide members with one, single source of information about bicycling activities in the community. Some basic activities will be to organize planned path rides using the multi-path path system or road rides. Safety classes for children; maintenance classes for all riders; or how to ride in group classes will be scheduled. Skill sessions, time trials and bike swaps will be planned at mountain bike gatherings at BSC or other local mountain bike trails. In return for providing the **safe environment** and for fulfilling the other requirements of this Agreement, the City hereby waives all usual fees for **facility** usage, which are routinely charged to other non-affiliated organizations. Such fees may be levied, however, if it is determined **that the Association** is being used to subsidize individual income of paid or volunteer Association staff, or that events are outside of routine Association activities.

2. The term of this Agreement will begin February 5, 2010 and continue through December 31, 2010. A new agreement must be signed annually. Either party may terminate this agreement, provided written notice is given at least thirty (30) days in advance.
3. The City specifically agrees to authorize the association to use the mountain bike trails on a non-exclusive basis to **offer an enjoyable experience** at the following locations:

Baseball/Soccer Complex, Peachtree City, Georgia

Note: The Association may develop/ use other MTB trails in the future as approved by the City.

This agreement includes use of all support structures, unless otherwise specified:

4. The Association must provide annually, prior to the beginning of the year to the Recreation Department the current versions of:
 - a list of Board of Directors and/or Association Officers
 - a proposed budget for the upcoming year
 - a complete financial statement from the previous year
 - current set of by-laws, with amendments if applicable

- proof of liability insurance/certificate of insurance coverage: Association shall carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name City as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by City, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to City. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to City by Association at least annually or upon request by City.
5. The Association will provide the Recreation Department copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors or general membership within 30 days of each meeting. In addition, the City requests that the Association provide copies of any newsletters or special correspondence to membership.
6. The Association is empowered by the City to control the behavior of participants during their activities to the same extent the City is so empowered. The Association can eject an unruly or dangerous participant **from** the premises during their activities. Any

Association officer can exercise this authority. The Association, through these people, may contact the Police Department for assistance, if necessary.

SCHEDULES

7. The Association may coordinate their activities by other groups or entities approved by the Recreation Department if the Association has confirmed the use does not conflict with maintenance requirements, planned activities by the Recreation Department **and planned activities by other groups**. No other group, to whom a facility has been assigned, may charge a fee or allow another group to use the facility in their place for a special event. If payment is appropriate (as determined by the City Council on a case by case basis), the Recreation Department shall require payment from the requesting group or entity at the rates established by the City Council. The Recreation Department shall receive from such group or entity the payment of all deposits, all insurance information, all liability waivers required by the Recreation Department, and a completed users agreement before the group may use the facility .

8. **Inclement Weather** – The organization must adhere to the policies listed in the event of inclement weather.

- A. **Lightning and thunder** – All activity will be suspended following the first sound of thunder and/or sighting of lightening and *no cycling* will resume until 30 minutes has elapsed without a new sighting of lightning or audible thunder.
- B. **Severe weather watch** – Once a severe weather watch is announced, the organization will prepare to stop activity and secure the facilities. The organization officials will monitor the weather conditions to determine activities and safety of the facilities and its users.
- C. **Severe weather warning** – ***ALL CYCLING SHALL STOP!*** All participants must leave the facility in an orderly manner. The facility will be closed until there is notification that weather conditions have cleared enabling safe usage.
- D. **Extreme Heat/Cold** – In the event the National Weather Service issues an advisory regarding extreme heat or cold conditions, the organizations must alter and/or cancel program activities to ensure safety of the participants.

FACILITIES/SECURITY

9. The Association agrees to police all areas being used to ensure that trash and litter are cleaned up after use for one of their events. These areas include any support structures at a facility used by the Association. (Rest rooms, etc) A cleanup deposit of \$250 will be assessed at the beginning of each Association's season. If cleanup for each event is not done in a reasonable amount of time and the City is required to do the cleanup, then the cost to the City will be deducted from that deposit. It is the Association's responsibility to ensure that the cleanup deposit is restored to \$250 if deductions have been made. The assessment will be implemented only if there is repeated abuse. This deposit is traditionally carried over to the next year.

10. The Association should notify the Recreation Department of any damage, vandalism, needed repairs and/or safety issues at their respective **trail** as soon as possible, no later than the next working day. During the association's usage of A FACILITY, if damage is a result of Association members' negligence or failure to comply with accepted operational or security measures, the Association may be held responsible for reimbursing the city for all or part of repair costs.

11. The Association is responsible for monitoring any restroom facilities, including port-a-lets, during a **special event scheduled by the Association**. Hourly inspections are suggested to ensure that their members are not purposely or inadvertently causing damage to the facilities. Repairs to damage that can be specifically tracked to Association members will be deducted from the security deposit, and it will be the association's responsibility to restore the fund to \$250.

12. During the association's usage of A FACILITY, the Association must not allow any alcoholic beverages and/or illegal drugs to be consumed on City property or in City facilities.

13. The Association shall allow no vehicles in other-than designated parking areas. The City's police department may issue citations for illegally parked vehicles, or for reckless operation (speeding, etc.) of vehicles on City property

14. The Association shall not be allowed, other than routine maintenance, to alter, add, delete or improve ANY FACILITIES without prior written consent by the City Council. Such alterations, additions or improvements shall meet existing applicable City codes, and become and remain City property.

15. The Association will be required to complete a separate contract for every **special event hosted by the Association at a facility**. A clean-up deposit of \$250 will be required and will be refunded if trash and litter is placed in provided trashcans or dumpsters within 24 hours following the conclusion of the **special event** hosted by a **special interest group**.

16. The city's insurance covers only the city's buildings and fields.

FINANCIAL

17. **Financial Records:** Detailed financial records (monthly/annually) shall be maintained by the Association for inspection by the City, including Receipts and Disbursements, Beginning and Ending Cash Balances and Bank Reconciliation. Financial records, receipts and disbursements shall be maintained by the association.

18. **Audit:** The City reserves the right to conduct an internal audit (conducted by City staff) of the Association's financial records at any time. Audits can be conducted with no advance notice and the Association should be prepared to produce the requested information or documentation. The City will absorb the cost of conducting these internal audits. Moreover, if warranted by the City based on results of the internal audit, an independent audit (on the cash basis of accounting) by a Certified Public Accounting firm may be required. The Association will be responsible for the cost associated with this independent audit.

19. Association agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, or assignees, including attorney's fees and costs of litigation which arise, in whole or in part, from this Agreement. The duties set forth in this paragraph with respect to any claims or liability occurring or caused prior to any expiration or termination of this Agreement shall survive such expiration or termination.

Signed and agreed upon this date by:

Association President

Mayor

Date

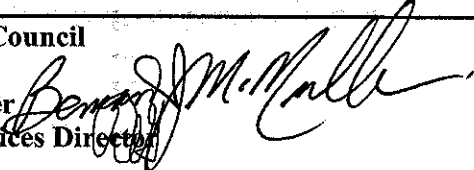
Date

Approved by the Recreation Commission January 25, 2010

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 
Leisure Services Director

DATE: January 28, 2010

SUBJECT: Consider Approval of Agreements with Youth Sports Associations
For City Council Meeting February 4, 2010

Recommendation:

That Council approves the attached agreements between the various Youth Sports Associations and the City and authorizes the mayor to sign the agreements.

Discussion:

The city's youth sports programs are operated by volunteer youth sports associations. Each year the City enters into agreements with the various organizations that use city facilities to conduct their programs. There are four variations of a standard agreement: a general format that covers most associations and one each for the three baseball associations, soccer and roller hockey that contains specific terms or conditions unique to that association. These agreements are reviewed and approved each year. The City Attorney has reviewed the agreements. The Recreation Commission reviewed the agreements and forwards a favorable recommendation for City Council to approve them.

Budget Impact: No negative budget impact.

General

Youth Sports Association Facility Agreement between

(Association Name)

And The City of Peachtree City- February, 2010

BACKGROUND: The City of Peachtree City is fortunate to have volunteers who execute youth sports programs on behalf of the City. In this unique partnership, the City provides manpower, budget, and resources to construct and maintain quality sports fields and facilities. Youth sports associations provide volunteer personnel, and in some cases paid staff, to staff, organize, plan and administer outstanding youth sports programs. Together, this team ensures that wholesome, healthy and enjoyable recreation activities are available to literally thousands of youth in the City. While the City Administration does not get closely involved with the structure, organization or administration of Association operations, the City Recreation Department must remain accountable and responsible to citizens for any actions taken on its behalf by any affiliate organization, including youth sports associations. Since the city provides valuable assets to the Associations, Associations must be prepared to provide their services in consonance with existing City policies, ordinances and good business practices.

GENERAL:

1. The Association agrees to provide a Recreational youth sports program as a service for the City. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the City grants facility or field usage at the appropriate parks.
2. The term of this Agreement will begin on January 1, 2010 and shall terminate on December 31st, 2010; provided, however, that this Agreement will automatically renew for a term of January 1 to December 31 of each succeeding year unless written notice is given by either party of its intention to not renew this agreement at least sixty days prior to the expiration of the then current term. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party.
3. The City agrees to authorize the _____
(Association Name)
to use the field(s) and facilities on a non-exclusive basis to conduct a recreational program at the following locations:

For purposes of this agreement, a recreational program is designed as a program where all children who register under existing association guidelines will be able to play on a team that matches their age and ability. This agreement also covers other Georgia State

sponsored youth sports, such as traveling teams, All Star teams. As such, these programs fall under the same policies of this agreement.

4. The Association must provide annually, prior to the beginning of their first (or only) playing season, to the Recreation Department the current versions of:

- a list of Board of Directors and/or Association Officers
- a current roster of participants, to show how many youth participate, and where they reside (individual city or out of county)
- a proposed budget for the upcoming year
- a complete financial statement from the previous year
- current set of by-laws, with amendments if applicable

- proof of liability insurance/certificate of insurance coverage: Association shall carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name City as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VT" or better (or otherwise approved by City, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to City. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to City by Association at least annually or upon request by City.

5. In order to prevent possible conflict of interest, no youth athletic association officer or board member may be employed or otherwise involved with any commercial enterprise that specializes in the type of sport or activity that the association provides (i.e. hosting tournaments whether as part of or not part of a part of the association's regular season.) Should there be any question as to the eligibility of a potential officer or board member, the Parks and Recreation Department must be contacted and involved in the final decision.

6. Each Association is responsible for the appropriate certification of coaches in accordance with the rules and requirements of their governing organizations. Records of certification may be requested by the Recreation Department, but are not a requirement at this time.

7. The Association will provide the Recreation Department copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors or general membership within 30 days of each meeting. In addition, the City requests that the Association provide copies of any newsletters or special correspondence to membership.

8. The Recreation Department (Recreation Administrator) will hold periodic Sports Council meetings, attended by presidents and/or designated representatives of every association. This is a forum to discuss common issues, coordinate schedules, and otherwise engage in useful communication with the Recreation Department and other

associations. The Association president understands that it is his/her responsibility and obligation to attend these meetings, held at the Recreation Department, or to appoint a representative who can speak for the association.

9. The Association, through its agents, shall have the authority to seek the removal of participants or spectators who become unruly or disruptive as determined by the Association or its agents. In such event, the Association shall first attempt to have such person removed, and, if such attempt is unsuccessful, shall immediately contact the Peachtree City Police Department for assistance.

SCHEDULES

10. The city has the authority to reserve the fields/facility for city events provided adequate notification has been made to the field/activity users.

11. **Inclement Weather** – All organizations must adhere to the policies listed in the event of inclement weather.

- A. **Lightning and thunder** – All play will be suspended following the first sound of thunder and/or sighting of lightening and *no play* will resume until 30 minutes has elapsed without a new sighting of lightning or audible thunder.
- B. **Severe weather watch** – Once a severe weather watch is announced, the organization will prepare to stop play and secure the facilities. The organization officials will monitor the weather conditions and contact their athletic coordinator to determine playability and safety of the facilities and its users.
- C. **Severe weather warning** – ***ALL PLAY SHALL STOP!*** All players, spectators, coaches, and league officials must leave the facility in an orderly manner. The facility will be closed until there is notification that weather conditions have cleared enabling safe usage.
- D. **Extreme Heat/Cold** – In the event the National Weather Service issues an advisory regarding extreme heat or cold conditions, the organizations must alter and/or cancel program activities to ensure safety of the participants.

12. The Association agrees to provide the Recreation Department with a written general schedule of games and practice times **prior to** the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum fields/facility, dates and times. The Association will also provide updates or changes to the original schedule. It is understood by both parties that this schedule can be of a general nature with blocks of time required for games and practices. The Recreation Department must review the schedule (which must include all times needed for games, practices and field maintenance) before the Association can use the fields. Once the Recreation Department has approved the schedule, the Association shall have exclusive use of the fields for all times listed on the approved schedule.

13. The Association may schedule the use of the fields by other groups or entities approved by the Recreation Department if the Association has confirmed the use does not conflict with maintenance requirements or planned activities by the Recreation Department. No other group, to whom a field has been assigned, may charge a fee or allow another group to use the field(s) in their place. If payment is appropriate (as determined by the Recreation Staff on a case by case basis), the Recreation Department shall require payment from the requesting group or entity at the rates established by the City Council. The Recreation Department shall receive from such group or entity the payment of all deposits, all insurance information, all liability waivers required by the Recreation Commission, and a completed users agreement before the group may use the field. Any group that has an outstanding balance with the City for prior field rental shall not be allowed to use the field until all monies owed have been paid to the City.

FACILITIES/SECURITY

14. The Association agrees to police all areas being used to ensure that trash and litter are cleaned up after use. These areas include any support structures at a facility used by the Association. A cleanup deposit of \$250 will be assessed at the beginning of each Association's season. If cleanup for each event is not done in a reasonable amount of time and the City is required to do the cleanup, then the cost to the City will be deducted from that deposit. It is the Association's responsibility to ensure that the cleanup deposit is restored to \$250 if deductions have been made. The assessment will be implemented only if there is repeated abuse. This deposit is traditionally carried over to the next year.

15. The Association should notify the Recreation Department of any damage, vandalism, needed repairs and/or safety issues at their respective parks as soon as possible, not later than the next working day. If damage is a result of Association members' negligence or failure to comply with accepted operational or security measures, the Association may be held responsible for reimbursing the city for all or part of repair costs.

16. The Association is responsible for monitoring the restrooms during their use of the facility. Hourly inspections are suggested to ensure that their members are not purposely or inadvertently causing damage to the facilities. Repairs to damage that can be specifically tracked to Association members will be deducted from the security deposit, and it will be the association's responsibility to restore the fund to \$250. The Association is also responsible for locking restrooms at the conclusion of their session. Restrooms are only available for association's usage.

17. The Association must not allow any alcoholic beverages and/or illegal drugs to be consumed on City property or in City facilities during the times they are using the specific facilities.

18. During the Association's usage of the facility, the Association shall allow no vehicles in other-than designated parking areas, including concession buildings and office areas, unless specifically authorized by the Recreation Department. The City's police

department may issue citations for illegally parked vehicles, or for reckless operation (speeding, etc.) of vehicles on City property.

19. The Associations will be responsible for lining their fields for play. Supplies (i.e. line marker and marble dust) are provided by the City, via the Recreation Department, for association use only during their regular season and post-season tournaments. In such cases, associations do not have the authority to allow other organizations to use the supplies, or to use the supplies as barter for in-kind trade.

20. The Association is responsible for turning off all applicable lights (field and facility) at the conclusion of each night's activities, and locking any designated gates or doors. A monetary penalty may be assessed against the association for lights left on unnecessarily, or for damage caused by doors or gates not being properly secured. There is a constant and significant expense associated with field lighting that requires constant management by the Association. If energy management initiatives are not aggressively pursued by the Associations, then the Associations may be responsible for funding the field lighting costs.

21. The Association shall not be allowed to alter, add, delete or improve the facilities without prior written consent by the Recreation Department. Such alterations, additions or improvements shall meet existing applicable City codes, and become and remain City property. Capital improvements must be approved by City Council.

22. No association can bid to host an out of city invitational tournament or camp without the city's prior approval/permission. The rental fees, established by Mayor and Council, will be assessed for tournaments held "above and beyond the regular season."

23. For any tournaments or other activities outside routine recreational activities (i.e. Opening Day Events) where large amounts of trash are expected, Associations should rent adequately sized dumpsters for the duration of the activity, and ensure that trash bags are deposited in the dumpster(s). Dumpsters should be removed from the site the last day of or the day after the tournament or activity.

24. The Association will be required to complete a separate contract for every tournament, camp or clinic hosted above and beyond the regular season.

25. Associations that want to serve food items should be inspected by the Fayette County Health Department. It will be the responsibility of the association to contact the County Health Department to explain the level of food service the association will be using. It is also the association's responsibility to provide the city with documentation, from the Health Department, as to the permit issued.

26. The city has a formal agreement with the Atlanta Coca-Cola Bottling Company to furnish scoreboards and coolers to all youth associations. This agreement includes purchase and installation of the scoreboards as well as yearly upkeep and any repair work needed throughout the year. All this is free to the city and the association. Per the agreement, all products are **required** to be purchased "...directly from the Atlanta Coca-

Cola Bottling Company at wholesale prices to be exclusively at the Facility, including all concession stands, coolers and vending machines. No competitive products shall be made available...." If the association chooses not to purchase their coke products from the correct vendor, the Atlanta Coca Cola Bottling Company will come take their scoreboards and coolers. Then it will be the responsibility of the association, and not the city, to furnish their own scoreboards and coolers.

27. The Association is encouraged to hire a parks maintenance employee to assist with the trash pick-up and restroom checks during a large event (i.e. tournament, Opening Day Event or for large regular season events. The employee should be contracted by the Association at a rate of \$25.00 per hour. Payment would need to be made directly to the employee but scheduling would be coordinated through the Recreation Department.

28. The City and the Association acknowledge that a comprehensive field maintenance Program is required to preserve the life of the fields, reduce long-term capital expenditures and ensure safe playing conditions. The City provides certain services in accordance with the available budget and human resources. In turn, the Association will supplement this maintenance effort either with materials, funding or other available resources at their disposal. Within forty-five (45) days prior to the signing of the 2010 agreement, key representatives of the Association and the City will meet to develop a joint maintenance program outlining frequencies, services and which party will perform these functions. The City and the Association will coordinate to ensure compliance with the program. An addendum will be added to each agreement documenting a joint maintenance program.

29. The city's insurance covers only the city's buildings and fields. It is the responsibility of the Association to insure any contents stored in its concession stands, office and storage building.

30. The association will continue to be required to have a background check process in place for all coaches and assistant coaches involved with the association. Associations shall not engage coaches or staff who have questionable background checks.

31. Associations may utilize meeting rooms at the Gathering Place and the Kedron Fieldhouse and Aquatic Center for annual meetings, registrations and drafts as long as the spaces are available for the requested times/dates. Should an individual team desire to host a separate event (such as a team party) at one of these facilities, the rental fees will be applied.

FINANCIAL

32. Financial Records: Detailed financial records (monthly/annually) shall be maintained by the Association for inspection by the City, including Receipts and Disbursements, Beginning and Ending Cash Balances and Bank Reconciliation. Financial records, receipts, and disbursements shall be maintained by the Association.

33. Audit: The City reserves the right to conduct an internal audit (conducted by City staff) of the Association's financial records at any time. Audits can be conducted with no advance notice and the Association should be prepared to produce the requested information or documentation. The City will absorb the cost of conducting these internal audits. Moreover, if warranted by the City based on results of the internal audit, an independent audit (on the cash basis of accounting) by a Certified Public Accounting firm may be required. The Association will be responsible for the cost associated with this independent audit.

34. The association will create and maintain a field maintenance line item, in their budget, to be funded in accordance with stipulations in the addendum to their agreement.

35. For associations sharing facilities, following the conclusion of a season, the entire concession stand and storage area will be cleared for the next association's season. Should an association choose to sell another association remaining concession products, this transaction needs to take place prior to the beginning of the next association's season.

36. As soon as possible, but prior to the conclusion of the season, the association must submit back-up documentation (based on registration numbers) to support the per season/per player facility maintenance fee assessed to each association. These funds will be placed in a city account that is a fenced account and can only be used for operation & maintenance to the facility for that sport. The association can make additional deposits to this account if they so choose. Funds can be accumulated, but must be spent, wholly or partially, in a three (3) year period from the time monies are deposited, unless extended by mutual agreement of both the association's governing body and the director of leisure services or the recreation commission. There is no limit to how much can be spent on a project, so long as it is a permanent improvement to the appropriate facility. The city and the association must agree upon expenditures from their special account.

37. Association agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, or assignees, including attorney's fees and costs of litigation which arise, in whole or in part, from this Agreement. The duties set forth in this paragraph with respect to any claims or liability occurring or caused prior to any expiration or termination of this Agreement shall survive such expiration or termination.

Signed and agreed upon this date by:

Youth Association President

Mayor

Date

Date

Approved by Recreation Commission

Baseball

Youth Sports Association Facility Agreement between

(Association Name)

And The City of Peachtree City- February, 2010

BACKGROUND: The City of Peachtree City is fortunate to have volunteers who execute youth sports programs on behalf of the City. In this unique partnership, the City provides manpower, budget, and resources to construct and maintain quality sports fields and facilities. Youth sports associations provide volunteer personnel, and in some cases paid staff, to staff, organize, plan and administer outstanding youth sports programs. Together, this team ensures that wholesome, healthy and enjoyable recreation activities are available to literally thousands of youth in the City. While the City Administration does not get closely involved with the structure, organization or administration of Association operations, the City Recreation Department must remain accountable and responsible to citizens for any actions taken on its behalf by any affiliate organization, including youth sports associations. Since the city provides valuable assets to the Associations, Associations must be prepared to provide their services in consonance with existing City policies, ordinances and good business practices.

GENERAL:

1. The Association agrees to provide a recreational youth sports program as a service for the City. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the City grants facility or field usage at the appropriate parks.
2. The term of this Agreement will begin on February 5, 2010 and shall terminate on December 31st, 2010; provided, however, that this Agreement will automatically renew for a term of January 1 to December 31 of each succeeding year unless written notice is given by either party of its intention to not renew this agreement at least sixty days prior to the expiration of the then current term. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party.
3. The City agrees to authorize the _____
(Association Name)
to use the field(s) and facilities on a non-exclusive basis to conduct a recreational program at the following locations:

This agreement includes use of all support structures, unless otherwise specified

For purposes of this agreement, a recreational program is designed as a program where all children who register under existing association guidelines will be able to play on a team that matches their age and ability. This agreement also covers other Georgia State sponsored youth sports, such as traveling teams, All Star teams. As such, these programs fall under the same policies of this agreement.

4. The Association must provide annually, prior to the beginning of their first (or only) playing season, to the Recreation Department the current versions of:
 - a list of Board of Directors and/or Association Officers
 - a current roster of participants, to show how many youth participate, and where they reside (individual city or out of county)
 - a proposed budget for the upcoming year
 - a complete financial statement from the previous year
 - current set of by-laws, with amendments if applicable

- proof of liability insurance/certificate of insurance coverage: Association shall carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name City as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by City, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to City. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to City by Association at least annually or upon request by City.
5. In order to prevent possible conflict of interest, no youth athletic association officer or board member may be employed or otherwise involved with any commercial enterprise that specializes in the type of sport or activity that the association provides (i.e. hosting tournaments whether as part of or not part of a part of the association's regular season.) Should there be any question as to the eligibility of a potential officer or board member, the Parks and Recreation Department must be contacted and involved in the final decision.
6. Each Association is responsible for the appropriate certification of coaches in accordance with the rules and requirements of their governing organizations. Records of certification may be requested by the Recreation Department, but are not a requirement at this time.
7. The Association will provide the Recreation Department copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors or general membership within 30 days of each meeting. In addition, the City requests that the Association provide copies of any newsletters or special correspondence to membership.
8. The Recreation Department (Recreation Administrator) will hold periodic Sports Council meetings, attended by presidents and/or designated representatives of every association. This is a forum to discuss common issues, coordinate schedules, and otherwise engage in useful communication with the Recreation Department and other associations. The Association president understands that it is his/her responsibility and obligation to attend these meetings, held at the Recreation Department, or to appoint a representative who can speak for the association.
9. The Association, through its agents, shall have the authority to seek the removal of participants or spectators who become unruly or disruptive as determined by the Association or its agents. In such event, the Association shall first attempt to have such person removed,

and, if such attempt is unsuccessful, shall immediately contact the Peachtree City Police Department for assistance.

SCHEDULES

10. The city has the authority to reserve the fields/facility for city events provided adequate notification has been made to the field/activity users.

11. ***Inclement Weather*** – All organizations must adhere to the policies listed in the event of inclement weather.

- A. **Lightning and thunder** – All play will be suspended following the first sound of thunder and/or sighting of lightening and *no play* will resume until 30 minutes has elapsed without a new sighting of lightning or audible thunder.
- B. **Severe weather watch** – Once a severe weather watch is announced, the organization will prepare to stop play and secure the facilities. The organization officials will monitor the weather conditions and contact their athletic coordinator to determine playability and safety of the facilities and its users.
- C. **Severe weather warning** – ***ALL PLAY SHALL STOP!*** All players, spectators, coaches, and league officials must leave the facility in an orderly manner. The facility will be closed until there is notification that weather conditions have cleared enabling safe usage.
- D. **Extreme Heat/Cold** – In the event the National Weather Service issues an advisory regarding extreme heat or cold conditions, the organizations must alter and/or cancel program activities to ensure safety of the participants.

12. The Association agrees to provide the Recreation Department with a written general schedule of games and practice times **prior to** the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum fields/facility, dates and times. The Association will also provide updates or changes to the original schedule. It is understood by both parties that this schedule can be of a general nature with blocks of time required for games and practices. The Recreation Department must review the schedule (which must include all times needed for games, practices and field maintenance) before the Association can use the fields. Once the Recreation Department has approved the schedule, the Association shall have exclusive use of the fields for all times listed on the approved schedule.

13. The Association may schedule the use of the fields by other groups or entities approved by the Recreation Department if the Association has confirmed the use does not conflict with maintenance requirements or planned activities by the Recreation Department. No other group, to whom a field has been assigned, may charge a fee or allow another group to use the field(s) in their place. If payment is appropriate (as determined by the Recreation Staff on a case by case basis), the Recreation Department shall require payment from the requesting group or entity at the rates established by the City Council. The Recreation Department shall receive from such group or entity the payment of all deposits, all insurance information, all liability waivers required by the Recreation Commission, and a completed users agreement before the group may use the field. Any group that has an outstanding balance with the City for prior field rental shall not be allowed to use the field until all monies owed have been paid to the City.

FACILITIES/SECURITY

14. The Association agrees to police all areas being used to ensure that trash and litter are cleaned up after use. These areas include any support structures at a facility used by the Association. A cleanup deposit of \$250 will be assessed at the beginning of each Association's season. If cleanup for each event is not done in a reasonable amount of time and the City is required to do the cleanup, then the cost to the City will be deducted from that deposit. It is the Association's responsibility to ensure that the cleanup deposit is restored to \$250 if deductions have been made. The assessment will be implemented only if there is repeated abuse. This deposit is traditionally carried over to the next year.

15. The Association should notify the Recreation Department of any damage, vandalism, needed repairs and/or safety issues at their respective parks as soon as possible, not later than the next working day. If damage is a result of Association members' negligence or failure to comply with accepted operational or security measures, the Association may be held responsible for reimbursing the city for all or part of repair costs.

16. The Association is responsible for monitoring the restrooms during their use of the facility. Hourly inspections are suggested to ensure that their members are not purposely or inadvertently causing damage to the facilities. Repairs to damage that can be specifically tracked to Association members will be deducted from the security deposit, and it will be the association's responsibility to restore the fund to \$250. The Association is also responsible for locking restrooms at the conclusion of their session. Restrooms are only available for association's usage.

17. The Association must not allow any alcoholic beverages and/or illegal drugs to be consumed on City property or in City facilities during the times they are using the specific facilities.

18. During the Association's usage of the facility, the Association shall allow no vehicles in other-than designated parking areas, including concession buildings and office areas, unless specifically authorized by the Recreation Department. The City's police department may issue citations for illegally parked vehicles, or for reckless operation (speeding, etc.) of vehicles on City property.

19. The Association will be responsible for lining their fields for play. Supplies (i.e. line marker and marble dust) are provided by the City, via the Recreation Department, for association use only during their regular season and post-season tournaments. In such cases, associations do not have the authority to allow other organizations to use the supplies, or to use the supplies as barter for in-kind trade.

20. The Association is responsible for turning off all applicable lights (field and facility) at the conclusion of each night's activities, and locking any designated gates or doors. A monetary penalty may be assessed against the association for lights left on unnecessarily, or for damage caused by doors or gates not being properly secured. There is a constant and significant expense associated with field lighting that requires constant management by the

Association. If energy management initiatives are not aggressively pursued by the Associations, then the Associations may be responsible for funding the field lighting costs.

21. The Association shall not be allowed to alter, add, delete or improve the facilities without prior written consent by the Recreation Department. Such alterations, additions or improvements shall meet existing applicable City codes, and become and remain City property. Capital improvements must be approved by City Council.

22. No association can bid to host an out of city invitational tournament or camp without the city's prior approval/permission. The rental fees, established by Mayor and Council, will be assessed for tournaments held "above and beyond the regular season."

23. For any tournaments or other activities outside routine recreational activities (i.e. Opening Day Events) where large amounts of trash are expected, Associations should rent adequately sized dumpsters for the duration of the activity, and ensure that trash bags are deposited in the dumpster(s). Dumpsters should be removed from the site the last day of or the day after the tournament or activity.

24. The Association will be required to complete a separate contract for every tournament, camp or clinic hosted above and beyond the regular season.

25. Associations that want to serve food items should be inspected by the Fayette County Health Department. It will be the responsibility of the association to contact the County Health Department to explain the level of food service the association will be using. It is also the association's responsibility to provide the city with documentation, from the Health Department, as to the permit issued.

26. The city has a formal agreement with the Atlanta Coca-Cola Bottling Company to furnish scoreboards and coolers to all youth associations. This agreement includes purchase and installation of the scoreboards as well as yearly upkeep and any repair work needed throughout the year. All this is free to the city and the association. Per the agreement, all products are required to be purchased "...directly from the Atlanta Coca-Cola Bottling Company at wholesale prices to be exclusively at the Facility, including all concession stands, coolers and vending machines. No competitive products shall be made available...." If the association chooses not to purchase their coke products from the correct vendor, the Atlanta Coca Cola Bottling Company will come take their scoreboards and coolers. Then it will be the responsibility of the association, and not the city, to furnish their own scoreboards and coolers.

27. The Association is encouraged to hire a parks maintenance employee to assist with the trash pick-up and restroom checks during a large event (i.e. tournament, Opening Day Event or for large regular season events. The employee should be contracted by the Association at a rate of \$25.00 per hour. Payment would need to be made directly to the employee but scheduling would be coordinated through the Recreation Department.

28. The City and the Association acknowledge that a comprehensive field maintenance program is required to preserve the life of the fields, reduce long-term capital expenditures and ensure safe playing conditions. The City provides certain services in accordance with the available budget and human resources. In turn, the Association will supplement this

maintenance effort either with materials, funding or other available resources at their disposal. Within forty-five (45) days prior to the signing of the 2010 agreement, key representatives of the Association and the City will meet to develop a joint maintenance program outlining frequencies, services and which party will perform these functions. The City and the Association will coordinate to ensure compliance with the program. An addendum will be added to each agreement documenting a joint maintenance program.

29. The city's insurance covers only the city's buildings and fields. It is the responsibility of the Association to insure any contents stored in its concession stands, office and storage building.

30. The association will continue to be required to have a background check process in place for all coaches and assistant coaches involved with the association. Associations shall not engage coaches or staff who have questionable background checks.

31. Associations may utilize meeting rooms at the Gathering Place and the Kedron Fieldhouse and Aquatic Center for annual meetings, registrations and drafts as long as the spaces are available for the requested times/dates. Should an individual team desire to host a separate event (such as a team party) at one of these facilities, the rental fees will be applied.

FINANCIAL

32. **Financial Records:** Detailed financial records (monthly/annually) shall be maintained by the Association for inspection by the City, including Receipts and Disbursements, Beginning and Ending Cash Balances and Bank Reconciliation. Financial records, receipts, and disbursements shall be maintained by the Association.

33. **Audit:** The City reserves the right to conduct an internal audit (conducted by City staff) of the Association's financial records at any time. Audits can be conducted with no advance notice and the Association should be prepared to produce the requested information or documentation. The City will absorb the cost of conducting these internal audits. Moreover, if warranted by the City based on results of the internal audit, an independent audit (on the cash basis of accounting) by a Certified Public Accounting firm may be required. The Association will be responsible for the cost associated with this independent audit.

34. The association will create and maintain a field maintenance line item, in their budget, to be funded in accordance with stipulations in the addendum to their agreement.

35. For associations sharing facilities, following the conclusion of a season, the entire concession stand and storage area will be cleared for the next association's season. Should an association choose to sell another association remaining concession products, this transaction needs to take place prior to the beginning of the next association's season.

36. As soon as possible, but prior to the conclusion of the season, the association must submit back-up documentation (based on registration numbers) to support the per season/per player

facility maintenance fee assessed to each association. These funds will be placed in a city account that is a fenced account and can only be used for operation & maintenance to the facility for that sport. The association can make additional deposits to this account if they so choose. Funds can be accumulated, but must be spent, wholly or partially, in a three (3) year period from the time monies are deposited, unless extended by mutual agreement of both the association's governing body and the director of leisure services or the recreation commission. There is no limit to how much can be spent on a project, so long as it is a permanent improvement to the appropriate facility. The city and the association must agree upon expenditures from their special account.

37. The Little League Association will be the sole operator of the baseball concession stands located at BSC and Braelinn where any city-supported, or non-city supported, youth baseball association is using the fields for practice, games or tournaments. In the event of a non-city supported tournament being held, the concession split will be allocated as negotiated by the Little League Association and the tournament director.

38. Association agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, or assignees, including attorney's fees and costs of litigation which arise, in whole or in part, from this Agreement. The duties set forth in this paragraph with respect to any claims or liability occurring or caused prior to any expiration or termination of this Agreement shall survive such expiration or termination.

Signed and agreed upon this date by:

Youth Association President

Mayor

Date

Date

Approved by Recreation Commission January 25, 2010



Youth Sports Association Facility Agreement between
Peachtree City Youth Soccer Association
and

The City of Peachtree City- February, 2010

BACKGROUND: The City of Peachtree City is fortunate to have volunteers who execute youth sports programs on behalf of the City. In this unique partnership, the City provides manpower, budget, and resources to construct and maintain quality sports fields and facilities. Youth sports associations provide volunteer personnel, and in some cases paid staff, to staff, organize, plan and administer outstanding youth sports programs. Together, this team ensures that wholesome, healthy and enjoyable recreation activities are available to literally thousands of youth in the City. While the City Administration does not get closely involved with the structure, organization or administration of Association operations, the City Recreation Department must remain accountable and responsible to citizens for any actions taken on its behalf by any affiliate organization, including youth sports associations. Since the city provides valuable assets to the Associations, Associations must be prepared to provide their services in consonance with existing City policies, ordinances and good business practices.

GENERAL:

1. The Association agrees to provide a ***SELECT and RECREATIONAL*** youth sports programs as a service for the City. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the City grants facility or field usage at the appropriate parks.
2. The term of this Agreement will begin on February 5, 2010 and shall terminate on December 31st, 2010; provided, however, that this Agreement will automatically renew for a term of January 1 to December 31 of each succeeding year unless written notice is given by either party of its intention to not renew this agreement at least sixty days prior to the expiration of the then current term. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party.
3. The City agrees to authorize the Peachtree City Youth Soccer Association to use the field(s) and facilities on a non-exclusive basis to conduct a ***SELECT and RECREATION*** program at the following locations:

This agreement includes use of all support structures, unless otherwise specified:

-
4. The Association must provide annually, prior to the beginning of their first (or only) playing season, to the Recreation Department the current versions of:
- a list of Board of Directors and/or Association Officers
 - a current roster of participants, to show how many youth participate, and where they reside (individual city or out of county)
 - a proposed budget for the upcoming year
 - a complete financial statement from the previous year
 - current set of by-laws, with amendments if applicable
- proof of liability insurance/certificate of insurance coverage: Association shall carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name City as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by City, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to City. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to City by Association at least annually or upon request by City.
5. In order to prevent possible conflict of interest, no youth athletic association officer or board member may be employed or otherwise involved with any commercial enterprise that specializes in the type of sport or activity that the association provides (i.e. hosting tournaments whether as part of or not part of a part of the association's regular season.) Should there be any question as to the eligibility of a potential officer or board member, the Parks and Recreation Department must be contacted and involved in the final decision.
6. Each Association is responsible for the appropriate certification of coaches in accordance with the rules and requirements of their governing organizations. Records of certification may be requested by the Recreation Department, but are not a requirement at this time.
7. The Association will provide the Recreation Department copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors or general membership within 30 days of each meeting. In addition, the City requests that the Association provide copies of any newsletters or special correspondence to membership.
8. The Recreation Department (Recreation Administrator) will hold periodic Sports Council meetings, attended by presidents and/or designated representatives of every association. This is a forum to discuss common issues, coordinate schedules, and otherwise engage in useful communication with the Recreation Department and other

associations. The Association president understands that it is his/her responsibility and obligation to attend these meetings, held at the Recreation Department, or to appoint a representative who can speak for the association.

9. The Association, through its agents, shall have the authority to seek the removal of participants or spectators who become unruly or disruptive as determined by the Association or its agents. In such event, the Association shall first attempt to have such person removed, and, if such attempt is unsuccessful, shall immediately contact the Peachtree City Police Department for assistance.

SCHEDULES

10. **The city has the authority to reserve the fields/facility for city events provided adequate notification has been made to the field/activity users.**

11. **Inclement Weather** – All organizations must adhere to the policies listed in the event of inclement weather.

- A. **Lightning and thunder** – All play will be suspended following the first sound of thunder and/or sighting of lightening and *no play* will resume until 30 minutes has elapsed without a new sighting of lightning or audible thunder.
- B. **Severe weather watch** – Once a severe weather watch is announced, the organization will prepare to stop play and secure the facilities. The organization officials will monitor the weather conditions and contact their athletic coordinator to determine playability and safety of the facilities and its users.
- C. **Severe weather warning** – ***ALL PLAY SHALL STOP!*** All players, spectators, coaches, and league officials must leave the facility in an orderly manner. The facility will be closed until there is notification that weather conditions have cleared enabling safe usage.
- D. **Extreme Heat/Cold** – In the event the National Weather Service issues an advisory regarding extreme heat or cold conditions, the organizations must alter and/or cancel program activities to ensure safety of the participants.

12. The Association agrees to provide the Recreation Department with a written general schedule of games and practice times **prior to** the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum, fields/facility, dates and times. The Association will also provide updates or changes to the original schedule. It is understood by both parties that this schedule can be of a general nature with blocks of time required for games and practices. The Recreation Department must review the schedule (which must include all times needed for games, practices and field maintenance) before the Association can use the fields. Once the Recreation Department has approved the schedule, the Association shall have exclusive use of the fields for all times listed on the approved schedule.

13. The Association may schedule the use of the fields by other groups or entities approved by the Recreation Department if the Association has confirmed the use does not conflict with maintenance requirements or planned activities by the Recreation Department. No other group, to whom a field has been assigned, may charge a fee or allow another group to use the field(s) in their place. If payment is appropriate (as determined by the Recreation Staff on a case by case basis), the Recreation Department shall require payment from the requesting group or entity at the rates established by the City Council. The Recreation Department shall receive from such group or entity the payment of all deposits, all insurance information, all liability waivers required by the Recreation Commission, and a completed users agreement before the group may use the field. Any group that has an outstanding balance with the City for prior field rental shall not be allowed to use the field until all monies owed have been paid to the City.

FACILITIES/SECURITY

14. The Association agrees to police all areas being used to ensure that trash and litter are cleaned up after use. These areas include any support structures at a facility used by the Association. A cleanup deposit of \$250 will be assessed at the beginning of each Association's season. If cleanup for each event is not done in a reasonable amount of time and the City is required to do the cleanup, then the cost to the City will be deducted from that deposit. It is the Association's responsibility to ensure that the cleanup deposit is restored to \$250 if deductions have been made. The assessment will be implemented only if there is repeated abuse. This deposit is traditionally carried over to the next year.

15. The Association should notify the Recreation Department of any damage, vandalism, needed repairs and/or safety issues at their respective parks as soon as possible, not later than the next working day. If damage is a result of Association members' negligence or failure to comply with accepted operational or security measures, the Association may be held responsible for reimbursing the city for all or part of repair costs.

16. The Association is responsible for monitoring the restrooms during their use of the facility. Hourly inspections are suggested to ensure that their members are not purposely or inadvertently causing damage to the facilities. Repairs to damage that can be specifically tracked to Association members will be deducted from the security deposit, and it will be the association's responsibility to restore the fund to \$250. The Association is also responsible for locking restrooms at the conclusion of their session. Restrooms are only available for association's usage.

17. The Association must not allow any alcoholic beverages and/or illegal drugs to be consumed on City property or in City facilities during the times they are using the specific facilities.

18. During the Association's usage of the facility, the Association shall allow no vehicles in other-than designated parking areas, including concession buildings and office areas, unless specifically authorized by the Recreation Department. The City's police

department may issue citations for illegally parked vehicles, or for reckless operation (speeding, etc.) of vehicles on City property.

19. The Associations will be responsible for lining their fields for play. Supplies (i.e. line marker and marble dust) are provided by the City, via the Recreation Department, for association use only during their regular season and post-season tournaments. In such cases, associations do not have the authority to allow other organizations to use the supplies, or to use the supplies as barter for in-kind trade.

20. The Association is responsible for turning off all applicable lights (field and facility) at the conclusion of each night's activities, and locking any designated gates or doors. A monetary penalty may be assessed against the association for lights left on unnecessarily, or for damage caused by doors or gates not being properly secured. There is a constant and significant expense associated with field lighting that requires constant management by the Association. If energy management initiatives are not aggressively pursued by the Associations, then the Associations may be responsible for funding the field lighting costs.

21. The Association shall not be allowed to alter, add, delete or improve the facilities without prior written consent by the Recreation Department. Such alterations, additions or improvements shall meet existing applicable City codes, and become and remain City property. Capital improvements must be approved by City Council.

22. No association can bid to host an out of city invitational tournament or camp without the city's prior approval/permission. The rental fees, established by Mayor and Council, will be assessed for tournaments held "above and beyond the regular season."

23. For any tournaments or other activities outside routine recreational activities (i.e. Opening Day Events) where large amounts of trash are expected, Associations should rent adequately sized dumpsters for the duration of the activity, and ensure that trash bags are deposited in the dumpster(s). Dumpsters should be removed from the site the last day of or the day after the tournament or activity.

24. The Association will be required to complete a separate contract for every tournament, camp or clinic hosted above and beyond the regular season.

25. Associations that want to serve food items should be inspected by the Fayette County Health Department. It will be the responsibility of the association to contact the County Health Department to explain the level of food service the association will be using. It is also the association's responsibility to provide the city with documentation, from the Health Department, as to the permit issued.

26. The city has a formal agreement with the Atlanta Coca-Cola Bottling Company to furnish scoreboards and coolers to all youth associations. This agreement includes purchase and installation of the scoreboards as well as yearly upkeep and any repair work needed throughout the year. All this is free to the city and the association. Per the

agreement, all products are **required** to be purchased "...directly from the Atlanta Coca-Cola Bottling Company at wholesale prices to be exclusively at the Facility, including all concession stands, coolers and vending machines. No competitive products shall be made available...." If the association chooses not to purchase their coke products from the correct vendor, the Atlanta Coca Cola Bottling Company will come take their scoreboards and coolers. Then it will be the responsibility of the association, and not the city, to furnish their own scoreboards and coolers.

27. The Association is encouraged to hire a parks maintenance employee to assist with the trash pick-up and restroom checks during a large event (i.e. tournament, Opening Day Event or for large regular season events. The employee should be contracted by the Association at a rate of \$25.00 per hour. Payment would need to be made directly to the employee but scheduling would be coordinated through the Recreation Department.

28. The City and the Association acknowledge that a comprehensive field maintenance program is required to preserve the life of the fields, reduce long-term capital expenditures and ensure safe playing conditions. The City provides certain services in accordance with the available budget and human resources. In turn, the Association will supplement this maintenance effort either with materials, funding or other available resources at their disposal. Within forty-five (45) days prior to the signing of the 2010 agreement, key representatives of the Association and the City will meet to develop a joint maintenance program outlining frequencies, services and which party will perform these functions. The City and the Association will coordinate to ensure compliance with the program. An addendum will be added to each agreement documenting a joint maintenance program.

29. The city's insurance covers only the city's buildings and fields. It is the responsibility of the Association to insure any contents stored in its concession stands, office and storage building.

30. The association will continue to be required to have a background check process in place for all coaches and assistant coaches involved with the association. Associations shall not engage coaches or staff who have questionable background checks.

31. Associations may utilize meeting rooms at the Gathering Place and the Kedron Fieldhouse and Aquatic Center for annual meetings, registrations and drafts as long as the spaces are available for the requested times/dates. Should an individual team desire to host a separate event (such as a team party) at one of these facilities, the rental fees will be applied.

FINANCIAL

32. **Financial Records:** Detailed financial records (monthly/annually) shall be maintained by the Association for inspection by the City, including Receipts and Disbursements, Beginning and Ending Cash Balances and Bank Reconciliation. Financial records, receipts, and disbursements shall be maintained by the Association.

33. Audit: The City reserves the right to conduct an internal audit (conducted by City staff) of the Association's financial records at any time. Audits can be conducted with no advance notice and the Association should be prepared to produce the requested information or documentation. The City will absorb the cost of conducting these internal audits. Moreover, if warranted by the City based on results of the internal audit, an independent audit (on the cash basis of accounting) by a Certified Public Accounting firm may be required. The Association will be responsible for the cost associated with this independent audit.

34. The association will create and maintain a field maintenance line item, in their budget, to be funded in accordance with stipulations in the addendum to their agreement.

35. As soon as possible, but prior to the conclusion of the season, the association must submit back-up documentation (based on registration numbers) to support the per season/per player facility maintenance fee assessed to each association. These funds will be placed in a city account that is a fenced account and can only be used for operation & maintenance to the facility for that sport. The association can make additional deposits to this account if they so choose. Funds can be accumulated, but must be spent, wholly or partially, in a three (3) year period from the time monies are deposited, unless extended by mutual agreement of both the association's governing body and the director of leisure services or the recreation commission. There is no limit to how much can be spent on a project, so long as it is a permanent improvement to the appropriate facility. The city and the association must agree upon expenditures from their special account.

36. Association agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, or assignees, including attorney's fees and costs of litigation which arise, in whole or in part, from this Agreement. The duties set forth in this paragraph with respect to any claims or liability occurring or caused prior to any expiration or termination of this Agreement shall survive such expiration or termination.

Signed and agreed upon this date by:

Youth Association President

Mayor

Date

Date

Approved by Recreation Commission January 5, 2010

Youth Sports Association Facility Agreement between Peachtree City Hockey Association

And The City of Peachtree City- February, 2010

BACKGROUND: The City of Peachtree City is fortunate to have volunteers who execute youth sports programs on behalf of the City. In this unique partnership, the City provides manpower, budget, and resources to construct and maintain quality sports fields and facilities. Youth sports associations provide volunteer personnel, and in some cases paid staff, to staff, organize, plan and administer outstanding youth sports programs. Together, this team ensures that wholesome, healthy and enjoyable recreation activities are available to literally thousands of youth in the City. While the City Administration does not get closely involved with the structure, organization or administration of Association operations, the City Recreation Department must remain accountable and responsible to citizens for any actions taken on its behalf by any affiliate organization, including youth sports associations. Since the city provides valuable assets to the Associations, Associations must be prepared to provide their services in consonance with existing City policies, ordinances and good business practices.

GENERAL:

1. The Association agrees to provide a RECREATIONAL youth sports program as a service for the City. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the City grants facility or field usage at the appropriate parks.
2. The term of this Agreement will begin on February 5, 2010 and shall terminate on December 31st, 2010; provided, however, that this Agreement will automatically renew for a term of January 1 to December 31 of each succeeding year unless written notice is given by either party of its intention to not renew this agreement at least sixty days prior to the expiration of the then current term. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party.
3. The City agrees to authorize the _____
(Association Name)
to use the field(s) and facilities on a non-exclusive basis to conduct a recreational program at the following locations:

For purposes of this agreement, a recreational program is designed as a program where all children who register under existing association guidelines will be able to play on a team that matches their age and ability. This agreement also covers other Georgia State sponsored youth sports, such as traveling teams, All Star teams. As such, these programs fall under the same policies of this agreement.

4. The Association must provide annually, prior to the beginning of their first (or only) playing season, to the Recreation Department the current versions of:

- a list of Board of Directors and/or Association Officers
- a current roster of participants, to show how many youth participate, and where they reside (individual city or out of county)
- a proposed budget for the upcoming year
- a complete financial statement from the previous year
- current set of by-laws, with amendments if applicable

- proof of liability insurance/certificate of insurance coverage: Association shall carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name City as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by City, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to City. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to City by Association at least annually or upon request by City.

5. In order to prevent possible conflict of interest, no youth athletic association officer or board member may be employed or otherwise involved with any commercial enterprise that specializes in the type of sport or activity that the association provides (i.e. hosting tournaments whether as part of or not part of a part of the association's regular season.) Should there be any question as to the eligibility of a potential officer or board member, the Parks and Recreation Department must be contacted and involved in the final decision.

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FINANCIAL

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34. The association will create and maintain a field maintenance line item, in their budget, to be funded in accordance with stipulations in the addendum to their agreement.

35. For associations sharing facilities, following the conclusion of a season, the entire concession stand and storage area will be cleared for the next association's season. Should an association choose to sell another association remaining concession products, this transaction needs to take place prior to the beginning of the next association's season.

36. As soon as possible, but prior to the conclusion of the season, the association must submit back-up documentation (based on registration numbers) to support the per season/per player facility maintenance

fee assessed to each association. These funds will be placed in a city account that is a fenced account and can only be used for operation & maintenance to the facility for that sport. The association can make additional deposits to this account if they so choose. Funds can be accumulated, but must be spent, wholly or partially, in a three (3) year period from the time monies are deposited, unless extended by mutual agreement of both the association's governing body and the director of leisure services or the recreation commission. There is no limit to how much can be spent on a project, so long as it is a permanent improvement to the appropriate facility. The city and the association must agree upon expenditures from their special account.

37. Association agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, or assignees, including attorney's fees and costs of litigation which arise, in whole or in part, from this Agreement. The duties set forth in this paragraph with respect to any claims or liability occurring or caused prior to any expiration or termination of this Agreement shall survive such expiration or termination.

38. The Association will operate and staff the concession stand for any association using the multi-purpose rink. Split of profits will be at 30% (hockey association) and 70% (other Association) less profits and wages (minimum 3 hours @ rate of \$5/hr.)

39. The Peachtree City Hockey Association has agreed to not participate in the city's scoreboard program. The Association will be responsible for maintaining/ servicing their own scoreboard.

Signed and agreed upon this date by:

Youth Association President

Mayor

Date

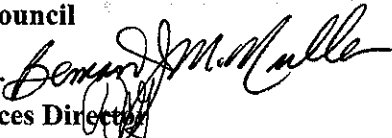
Date

Approved by Recreation Commission January 25, 2010

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 
Leisure Services Director

DATE: January 28, 2010

SUBJECT: Consider Approval of School Rental Fees for Fredrick Brown Amphitheater
For City Council Meeting February 4, 2010

Recommendation:

That Council approves the proposed rental fee for all public and private Fayette County schools, per attached recommendation from the Amphitheater Manager.

Discussion:

At the January 21st meeting, City Council approved a special fee request for Starrs Mill's annual Night of Starrs fundraiser event. Staff informed Council at that time that we would be back with a proposed fee rate for all Fayette County schools. This proposed fee supports our intent to make the Fred a community resource that offers opportunities for our youth in arts programs to perform in an outdoor amphitheater venue. It also provides a fundraising opportunity for school groups. At the same time, it benefits the Fred because it brings people to the venue who might otherwise not have gained exposure to it. In addition to this modest rental fee, school groups would be funding cleanup, staffing, production lighting and sound and security as needed, so there would be no additional funding burden on the city.

The fee structure is divided into two categories, the first featuring students as performers with no cover charge at the gate, the second bringing in featured contracted artists on a fee basis.

Budget Impact: Positive impact on the budget in additional rental revenue.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Randy Gaddo
Sherry McHugh

FROM: Amphitheater Manager

DATE: January 26, 2010

SUBJECT: Consideration of school rental fees for The Fred

Staff requests that council consider approving the following special pricing structure for use of the Frederick Brown Jr. Amphitheater for all public and private Fayette County Schools.

There is no perceived budget impact, although it is anticipated that it would most likely have a positive impact, as this revised rental fee structure would actually encourage usage of the facility during non-peak usage times. Additionally, the venue would be exposed to a more diverse group of individuals, which would hopefully encourage increased attendance at other scheduled events throughout the year.

- 1) School Event (Featuring students, with no charge at gate).
 - \$150.00 rental fee for facility
 - \$250.00 Clean up paid to cleaning contractor (this is the community event charge as indicated in his contract)
 - \$25 per hour for 1 on-site staff person
 - Certificate of liability insurance as outlined in the rental contract
 - Security-determined by police

- 2) School sponsored event (Fundraiser featuring regional or national contracted talent-ticketed event)
 - \$150.00 rental fee for facility + 20% of net profits from ticket sales
 - \$650.00 cleaning fee paid to cleaning contractor
 - Staffing costs as outlined in standard rental contract
 - Certificate of liability insurance as outlined in the rental contract
 - Security-determined by police

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: Interim Community Development Director

DATE: January 29, 2010

SUBJECT: Discussion of establishing a standard fine schedule for Code Enforcement violations
February 4, 2010 City Council meeting

Background

At the request of City Council, Staff has solicited documentation from other jurisdictions to determine how they assess fines for various code enforcement offenses. The fines currently assessed by the city are determined solely by the court, with a maximum fine of \$1,000 depending on the violation.

What we have found is there are several jurisdictions that have established standard fines for various offenses and then allow the defendant to pay a cash bond in lieu of appearing in court. This is beneficial to the defendant, as they can pay the fine before their scheduled court date and then not have to appear in court on their scheduled court date. It is also beneficial to city staff as they would not have to appear in court as well if the fines are paid in advance. It should be noted there are offenses that would still require the applicant to appear in court, and those would be notated on the citation.

Staff is requesting guidance from City Council as to whether or not they would like us to pursue establishing such a fine system. We would work closely with the Court Clerk's office, the City Solicitor and the Judge to establish and then present the fine schedule to Council for adoption.

Staff is finalizing an analysis of fines established by other jurisdictions for various offenses and will forward this to you prior to next week's meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: Interim Community Development Director

DATE: January 29, 2010

SUBJECT: Consider adoption of tree removal permit application fee for residential property
February 4, 2010 City Council meeting

Recommendation

That Council adopt a \$25 permit application fee for tree removal permit applications on residential property, and authorize Staff to amend the city's Fee Schedule accordingly.

Background

At the request of City Council, Staff has reviewed our current process for review and approval of tree removal permit applications on residential property. Our current procedures were adopted on December 2, 2004 as a part of a comprehensive update to the Vegetation Protection and Landscape Ordinance. Prior to presenting the proposed modifications to City Council, Staff spent a considerable amount of time working with the Planning Commission and a citizen advisory committee to update the entire ordinance.

One of the recommendations from staff and the advisory committee was the adoption of a \$25.00 application fee for tree removal permits on residential property. The purpose of the application fee was to offset costs associated with reviewing and processing the application, visiting each site, and speaking with homeowners. When this recommendation was reviewed by City Council, they opted to delete the application fee proposal from the ordinance.

The city historically has required a permit to remove trees on residential property, but has never assessed any type of fee. Anytime a homeowner desires to remove a tree on residential property, they must first submit a permit application and identify the trees they desire to remove. Once the application is submitted, the trees are inspected by the City Planner/ City Landscape Architect or a Municipal Code Officer. If the trees are approved for removal, the homeowner is notified and they coordinate with their tree removal company.

Staff's position is the fee should apply to all tree removal permit applications, whether or not the trees are being removed by the property owner or their tree removal company.

Consider adoption of tree removal permit application fee

January 29, 2010

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Budget impacts

The adoption of the fee as recommended will assist in offsetting administrative costs associated with review, processing and approval of tree removal permit applications. Had the permit application fee been adopted in 2004 as proposed, the city would have collected the following fees to assist in offsetting staff and administrative costs:

Year	Permits issued	Trees removed	Permit fee potential
FY04	549	4,724	\$13,725.00
FY05	1,018	6,583	\$25,450.00
FY06	1,069	7,202	\$26,725.00
FY07	1,256	7,834	\$31,400.00
FY08	1,072	6,330	\$26,800.00
FY09	930	5,151	\$23,250.00
FY10 (to date)	252	1,234	\$6,300.00
	6,146	39,058	\$153,650.00