



Recreation Advisory Group

Erin McDowell - Chair, Rohit Nanda - Vice-Chair, Michael Polacek, Tommy Johns
Michael Pappas, Stacey Clarke, Harold Layton

Meeting Agenda

September 8, 2025 | 8:00 AM
Community Room, 153 Willowbend Road

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements**
4. **Presentations**
5. **Public Comment**
6. **Agenda Changes**
 - A. Move Public Comment to the Pickleball Discussion before a vote is taken on design.
7. **Minutes**
 - A. August 11, 2025 Recreation Advisory Group meeting minutes
8. **Old Agenda Items**
9. **New Agenda Items**
 - A. Battery Way Park Conceptual Drawings (Harold Layton)
 - B. Meade Pickleball Design discussion (Scott George)
 - C. Discussion of Fayette Hockey Club as an Association (Harold Layton)
10. **Public Hearings**
11. **Member/Staff Topics**
12. **Adjourn**

It is the policy of the City of Peachtree City that all city-sponsored public meetings and events are accessible to people with disabilities and are in compliance with Title VI of the Civil Rights Act of 1964. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA or need assistance per Title VI, please contact the City's Title VI and ADA Coordinator, Dr. Teaa Allston-Bing at (770) 632-4276 or e-mail tallston-bing@peachtree-city.org at least three (3) business days before the scheduled meeting or event to request an accommodation.

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

This meeting will be held in the community room.

Recreation Advisory Group

August 11, 2025

Meeting Minutes

Chairwoman Erin McDowell called the meeting of the Recreation Advisory Group to order at 8:08 a.m. In attendance were Mike Pappas, Stacey Clarke, Tommy Johnson, Rohit Nanda, and Michael Polacek. Assistant City Manager Chris Hobby was also in attendance.

Johnson made a motion to approve the minutes from the June 9, 2025 meeting. Pappas seconded. Motion carried unanimously.

Hobby informed the group that after they met last, the bid packages came in very high for the pickleball courts to be located at the compost site. Council decided to use one of the adult softball fields which will meet the optimum distance requirement of 500' to the nearest residence. The bid was awarded to Tarkett Sports. There will be 18 courts with all amenities nearby. The concrete has a 50-year warranty, Hobby continued, and is backed by an insurance company. Polacek asked if there will be a buffer and was told that there would be. Nanda mentioned that the Master Plan called for there to be 30 courts, while Johnson's concern was residents of Senoia coming to use the courts, which is currently happening at the Braelinn courts.

Pappas made a motion to table the discussion about the Fayette Hockey Club Association. Clarke seconded. Motion carried unanimously.

Hobby then brought up the issue of large groups of people playing, what appears to be organized games, on the fields without permits. At times, the soccer fields at Glenloch have up to 150 people with goals, referees, jerseys, etc. He looked at other municipalities and how they handled it. Most do not require permits, although in Alpharetta, groups of 25 or more people are prohibited. Pappas spoke up and said that he is not aware of the need for a permit. Someone else mentioned that tennis lessons are being taught at Glenloch, with the instructor being paid. Hobby replied that there is a requirement to carry a million dollar

insurance policy in order to rent our facilities. Johnson asked if it was possible to reach out to Alpharetta and Brookhaven to see their best practices and was told that could be done. Clarke finished this topic by saying that we need to have better signage.

The Chair then opened the meeting up to public comments. Eric Nettleton, a resident of The Gates subdivision is concerned about the potential for the persistent percussion of the ball hitting the Racquet at the pickleball courts. He requested that the residents be a part of the design for the courts. Hussein Rawji spoke up about the use of the soccer fields. He said that, although it looks organized, it is just a get-together of whoever can make it, with it being a great way to meet the neighbors. John Reilly asked that, with public access to the new courts, how would we collect fees from out-of-county users? And finally, Mike Rives reiterated what Mr. Rawji said about the games not being organized.

With no more business to come before the group Clarke made a motion to adjourn the meeting. Pappas seconded. Motion carried unanimously.

The meeting adjourned at 8:45 a.m.

Stacey Collins, Deputy City Clerk

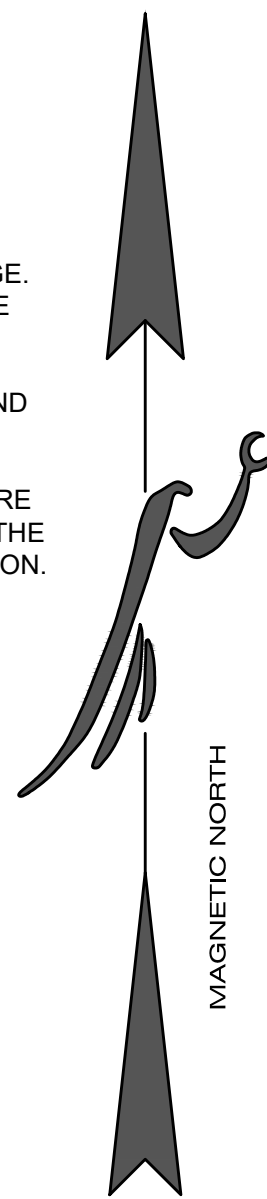
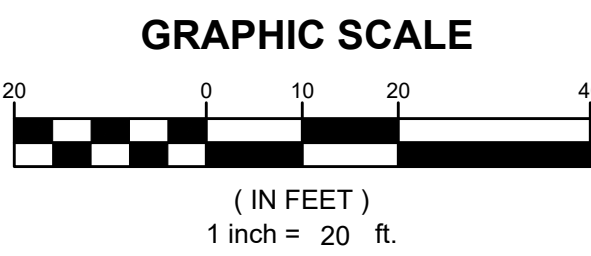
Eric McDowell, Chairwoman

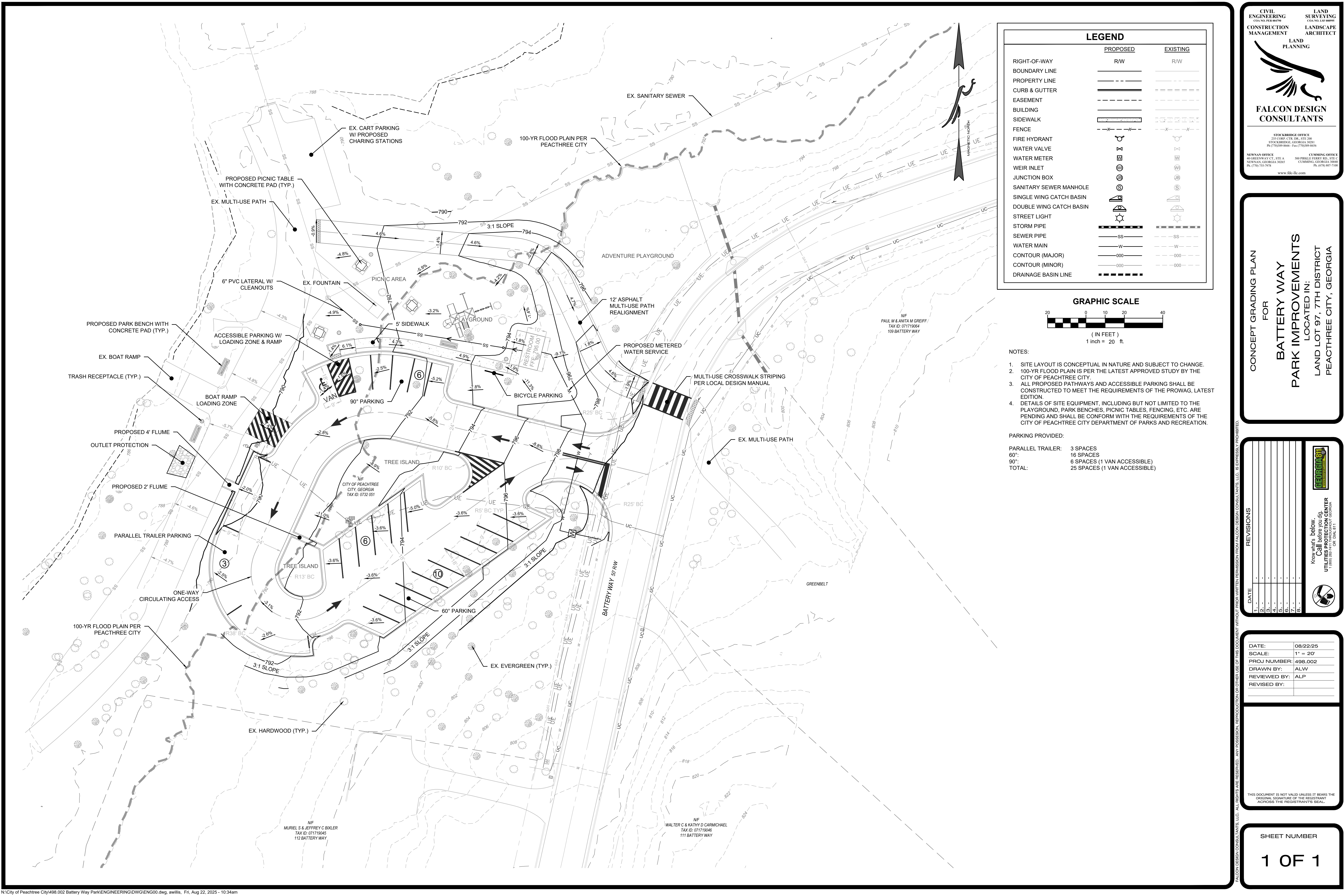


- NOTES:
1. SITE LAYOUT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
 2. 100-YR FLOOD PLAIN IS PER THE LATEST APPROVED STUDY BY THE CITY OF PEACHTREE CITY.
 3. ALL PROPOSED PATHWAYS AND ACCESSIBLE PARKING SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE PROWAG AND ADA MANUALS, LATEST EDITIONS.
 4. DETAILS OF SITE EQUIPMENT, INCLUDING BUT NOT LIMITED TO PLAYGROUNDS, PARK BENCHES, PICNIC TABLES, FENCING, ETC. ARE PENDING AND SHALL BE CONFORM WITH THE REQUIREMENTS OF THE CITY OF PEACHTREE CITY DEPARTMENT OF PARKS AND RECREATION.

PARKING PROVIDED:

PARALLEL TRAILER:	3 SPACES
60":	16 SPACES
90":	13 SPACES (2 ADA, 1 VAN ACCESSIBLE)
TOTAL:	32 SPACES (2 ADA, 1 VAN ACCESSIBLE)





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CONCEPT GRADING PLAN
FOR
**BATTERY WAY
PARK IMPROVEMENTS**
LOCATED IN:
LAND LOT 97, 7TH DISTRICT
PEACHTREE CITY, GEORGIA

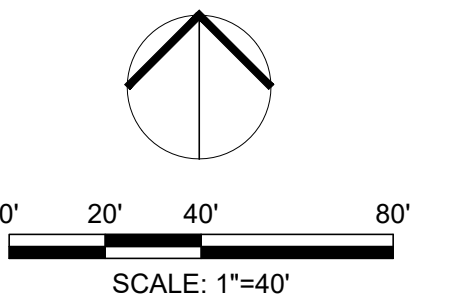
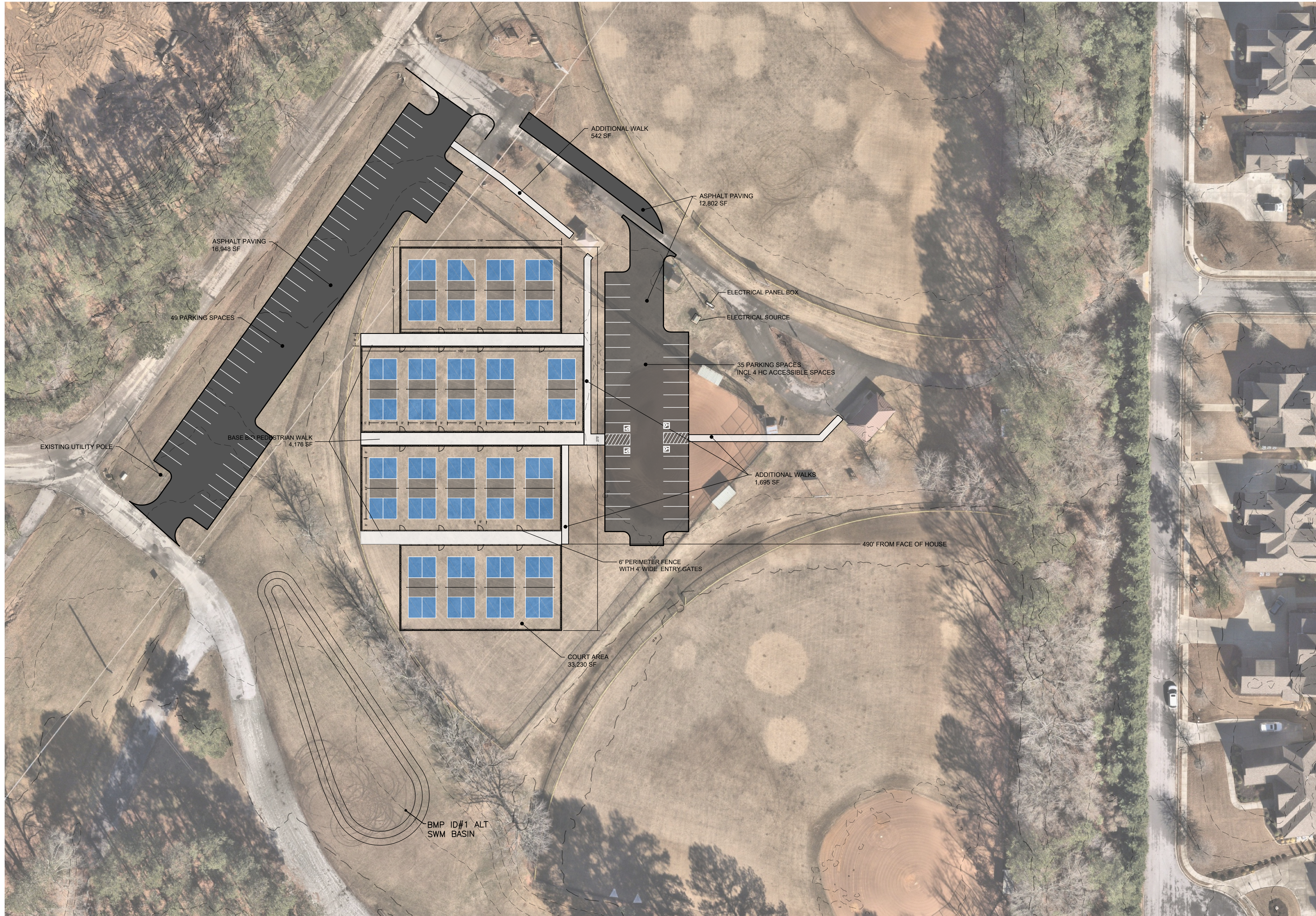
REVISIONS	
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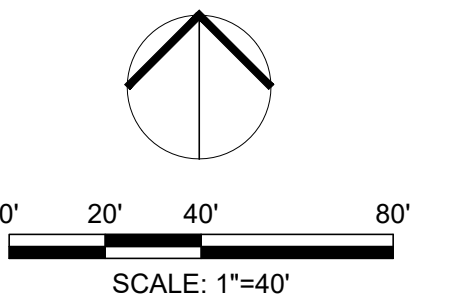
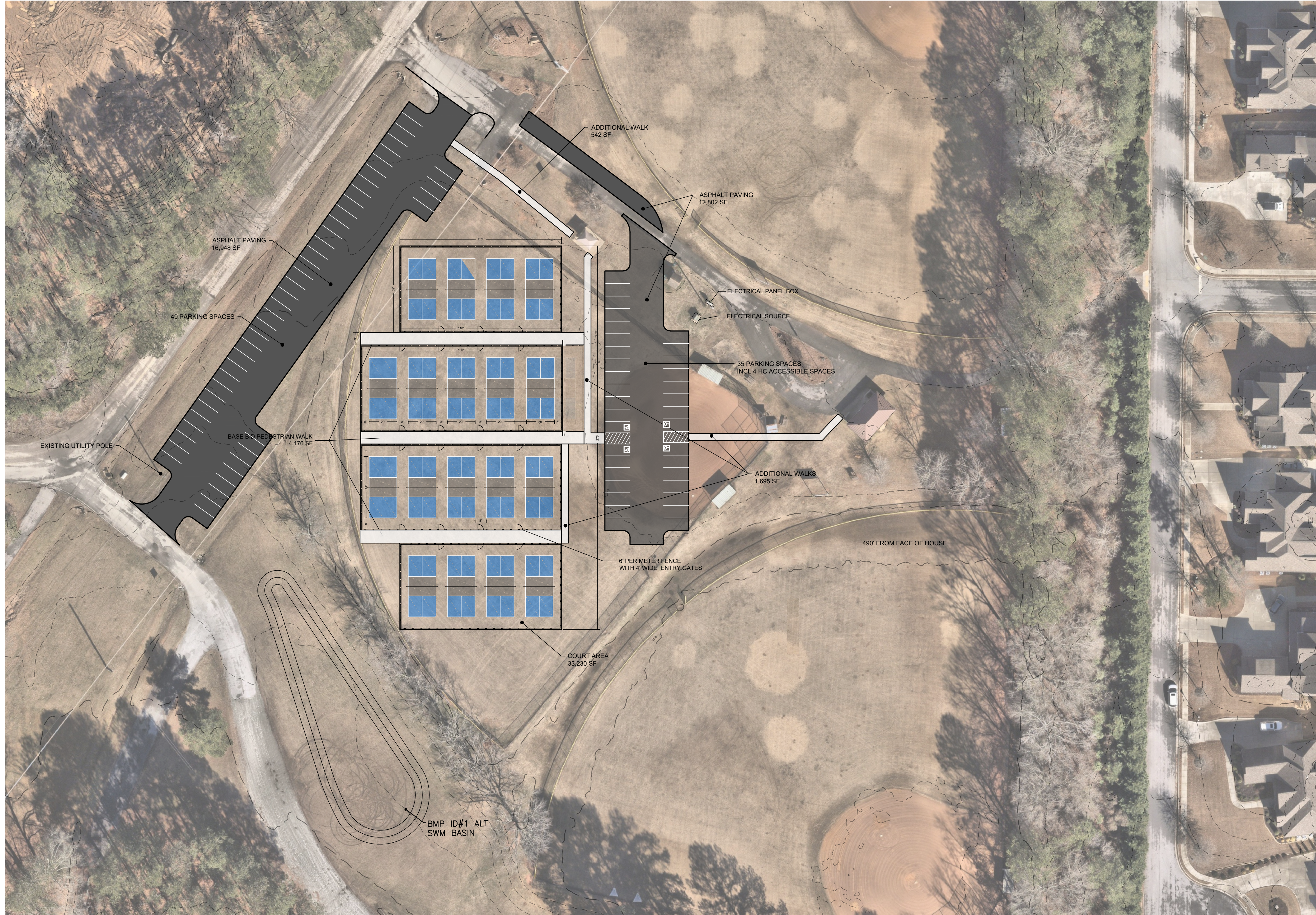
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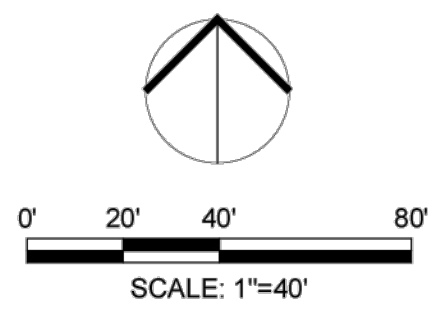
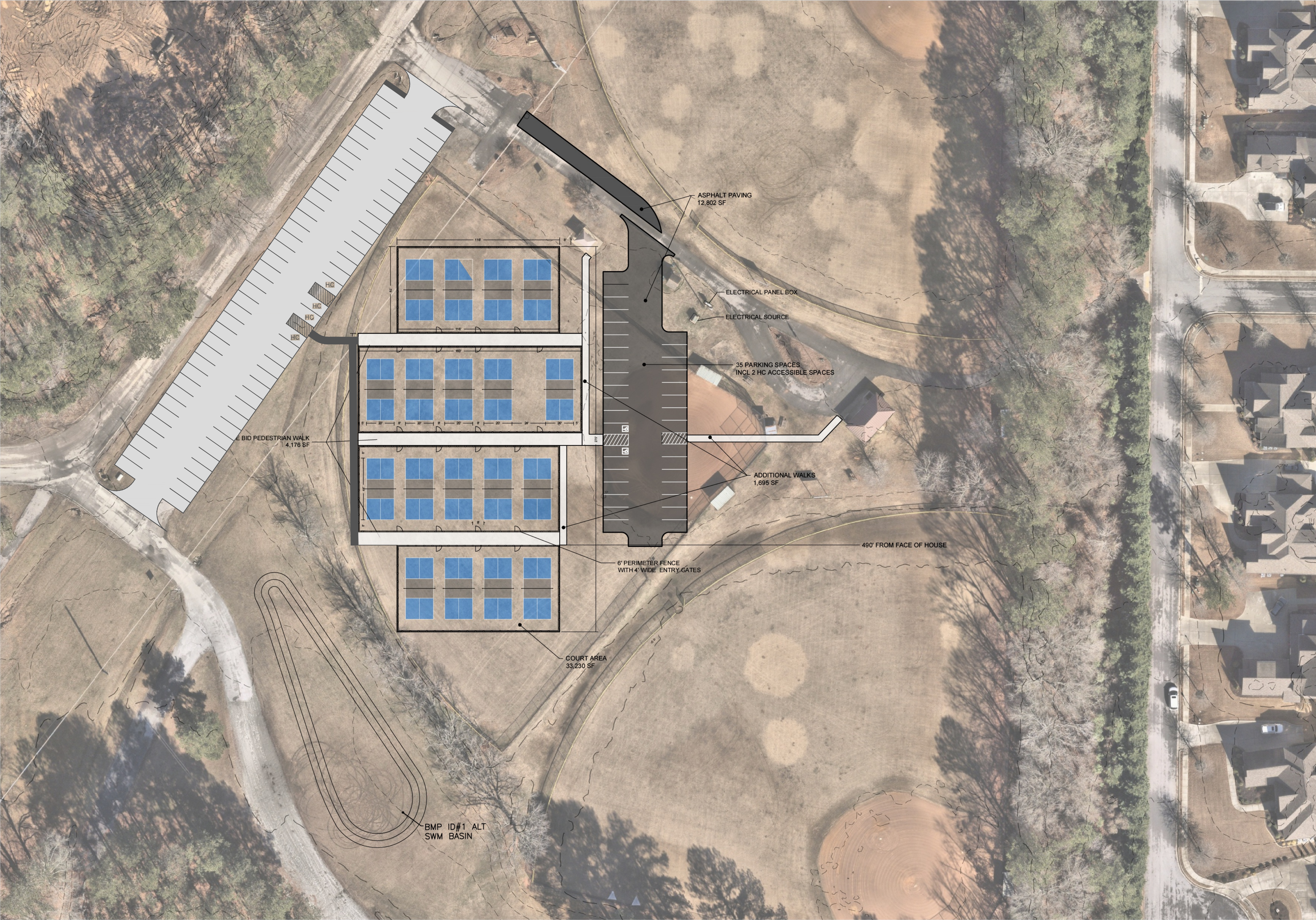
DATE:	08/22/25
SCALE:	1" = 20'
PROJ NUMBER:	498.002
DRAWN BY:	ALW
REVIEWED BY:	ALP
REVISED BY:	

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.



PEACHTREE PICKLEBALL COURTS COST LOG							
ATHLETIC FACILITIES	#	Unit	Cost Per	Y / N	Base Cost	Add Alternates	Design Option Selected
Base Scope							
(18) Pickleball Courts	30,720	SF	\$ 21.00	TRUE	\$ 645,120.00		\$ 645,120.00
Perimeter fencing w/Curb	1,520	LF	\$ 136.50	TRUE	\$ 207,480.00		\$ 207,480.00
Walkways	3,888	SF	\$ 14.00	TRUE	\$ 54,432.00		\$ 54,432.00
Sports Lighting for (18) Courts	1	LS	\$ 234,500.00	TRUE	\$ 234,500.00		\$ 234,500.00
Stormwater improvements	1	LS	\$ 20,000.00	TRUE	\$ 20,000.00		\$ 20,000.00
Sitework & Grading	1	LS	\$ 123,520.00	TRUE	\$ 123,520.00		\$ 123,520.00
Final Grade & Seeding	1	LS	\$ 15,000.00	TRUE	\$ 15,000.00		\$ 15,000.00
Base Scope Total							\$ 1,300,052.00
Design, Pre-con, Construction GC cost and DB fee							
Design fees	1	LS	\$ 65,000.00	TRUE	\$ 65,000.00		\$ 65,000.00
Pre-con fees	1	LS	\$ 8,000.00	TRUE	\$ 8,000.00		\$ 8,000.00
DB contruction phase	1	LS	\$ 79,720.00	TRUE	\$ 79,720.00		\$ 79,720.00
DB fee	5%	PCT	\$ 1,444,772.00	TRUE	\$ 72,238.60		\$ 72,238.60
Design/Build Total							\$ 224,958.60
Alternates							
Grading for Parking Lot Opt 1 73 parking spots North and West	1	LS	\$ 49,983.00	FALSE	\$ 49,983.00		\$ -
				FALSE			
(1) Championship Court replaces one regular court (additional PT, fencing, sidewalk)	1	LS	\$ 57,503.00	FALSE	\$ 57,503.00		\$ -
Re-use (2) Existing 10'x15' Bleachers	1	LS	\$ 1,000.00	FALSE	\$ 1,000.00		\$ -
New 15' long 5 row bleachers	2	EA	\$ 15,000.00	FALSE	\$ 30,000.00		\$ -
Championship court bleacher canopy	2	EA	\$ 29,700.00	FALSE	\$ 59,400.00		\$ -
10'x10' Canopies	14	QTY	\$ 15,000.00	FALSE	\$ 210,000.00		\$ -
Parking lot lights (North and West)	1	LS	\$ 94,212.50	FALSE	\$ 94,212.50		\$ -
Dividing fences (14 @52', 2604 sf of pt, additional sidewalk)	1	LS	\$ 130,000.00	FALSE	\$ 130,000.00		\$ -
Benches	10	QTY	\$ 800.00	FALSE	\$ 8,000.00		\$ -
Alternates Scope Total							\$ -
TOTAL PROJECT ESTIMATE							\$ 1,525,011
PROJECT BUDGET							\$ 1,300,000
(OVER) / UNDER							\$ (225,010.60)







City of Peachtree City
Recreation and Special Events
Department

**Athletic Associations
Organizational Requirements and
Facility Use Agreement**

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CITY OF PEACHTREE CITY RECREATION AND SPECIAL EVENTS DEPARTMENT

BACKGROUND:

The City of Peachtree City is fortunate to have volunteers who execute athletic 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. Athletic associations provide volunteer personnel and in some cases paid staff, to staff, organize, plan, and administer outstanding athletic programs. Together, this team ensures that wholesome, healthy and enjoyable recreation activities are available to literally thousands of youth and adults in the city. While the City Administration does not get closely involved with the structure, organization or administration of Association operations, the City must remain accountable and responsible to citizens for any actions taken on its behalf by any affiliate organization, including athletic 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.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as an Athletic Association (“Association”) and to operate on City of Peachtree City property, each Association must adhere to certain minimum legal and organizational requirements as follows:

1 - NON-PROFIT STATUS

Each Association must register with the Secretary of State’s office as a non-profit organization. Proof of current non-profit status, along with IRS determination as to current non-profit status, must be on file with the City of Peachtree City Recreation and Special Events Department (“Department”).

2 - BY-LAWS

Associations shall furnish a current copy of their by-laws with any and all amendments to the Recreation and Special Events Department with the signed Facility Use Agreement.

3 - ASSOCIATION OFFICERS / BOARD OF DIRECTORS

The Board of Directors (“Board”) shall be the governing body of each Association for the operation of the affairs of the Association as documented in the by-laws. The Association must furnish a list of all association officers / board members, mailing addresses, email addresses, telephone numbers (home and office) to the Recreation and Special Events Department prior to the beginning of the first playing season date.

In order to prevent possible conflict of interest, no 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 Recreation and Special Events Department, in its sole discretion, shall determine the individual's ability to represent the association.

4 - ASSOCIATION MEETINGS AND ANNUAL MEETING

The Association shall provide the Recreation and Special Events 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 Association shall provide copies of any newsletters or special correspondence to membership. Each Association shall also submit a Resolution of the Board of Directors which authorizes the Association to enter into this Agreement with the City.

FINANCIAL REQUIREMENTS

1 - FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. 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. Each Association shall provide the City with the following financial information annually prior to the beginning of their first playing season date:

- a. Yearly cash balance (beginning and closing)
- b. Receipts for previous years' capital improvements approved by the Recreation and Special Events Department. Capital Improvements shall be defined as any improvement over \$1,000
- c. Detailed participation report sub-divided into categories of Peachtree City residents(PTC), Fayette County residents(ROC) who do not live in city limits, and out of county(OOC) residents.
- d. Copy of the last completed year's Federal and State tax returns

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 city's 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.

2 - ASSOCIATION OPERATING BUDGET

Each Association must prepare and present a formal line item budget to the Recreation and Special Events Department for review thirty (30) days prior to the start of the

Association's fiscal year. It is understood that minor changes may need to occur during the year. Changes or modifications made throughout the year shall be communicated to the Recreation and Special Events Department. The submitted budget must detail revenues offsetting expenditures for the fiscal year. As a minimum, the detailed line items shall include expenses for personnel (salaries, benefits, taxes, etc), supplies, maintenance, uniforms, equipment, insurance, and capital improvement requests.

3 - INSURANCE COVERAGE

Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all Association participants with minimum limits for personal injury of \$1,000,000 per occurrence and \$2,000,000 per occurrence in the aggregate. Such general liability insurance policy described above shall:

- a. Name City as an additional insured(s);
- b. 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 the City, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and
- c. Provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to the City.

Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to the City by the Association at least annually or upon request by the City and a copy maintained on file by the City. The certificate shall be issued to:

**City of Peachtree City, Recreation and Special Events Department
151 Willowbend Rd.
Peachtree City, Georgia 30269**

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 concession stands, office, storage building, or any other materials retained by the Association on City property.

4 - PARTICIPATION REPORTS

All Associations are required to submit a roster of participants to show how many members participate and where they reside (PTC, ROC, or OOC) to the Recreation and Special Events Department prior to the beginning of their first playing season date. The roster shall be provided in an electronic format (i.e., Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs without prior consent of the Association, provided, however, that the City may distribute such report if requested to do so under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

NOTE: *It is imperative that participation information be sent to the Department as soon*

as possible in order for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

Within two weeks after 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.

FACILITY USE RESTRICTIONS

1 - FACILITY USE RESTRICTIONS

Each Association is organized to provide athletic participation, which may include player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season league tournaments. All facility use shall be coordinated with the Recreation and Special Events Department using whatever methods are agreed to by the parties to insure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the Association's own program along with participants in the Association's own program are allowed but require coordination with and written consent of the Recreation and Special Events Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

2 - HOURS OF OPERATION

City facilities open as early as 7:00 am and close no later than 11:00 pm. Associations are not allowed to conduct a program prior to 7:00 am and after 11:00 pm unless written approval has been given by the Department.

3 - MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways and parking lots. During the Association's usage of the facility, the Association shall allow no vehicles in areas 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 to vehicles on City property for infringements (ie. For illegally parked vehicles, reckless operation, speeding, etc.).

4 - ALCOHOLIC BEVERAGES

It is unlawful to sell or consume alcoholic beverages on park property. 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.

5 - TOBACCO USE

It is unlawful to use any and all tobacco products on any of the facilities.

6 - NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

7 - CLOSING OF FACILITIES

The Department may close to the public any portion of a park or facility for maintenance or repair purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

8- PERMANENT ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc. The City reserves the right to seek sponsors to help offset the expenses of maintaining the facilities or to create a revenue stream to assist the City in funding capital projects benefitting the facilities.

9- TEMPORARY ADVERTISING

In the event the association desires to utilize temporary advertising banners for tournaments or regular season play, the association must obtain written approval from the Recreation and Special Events Director prior to use of temporary signage. Approval shall be based upon compliance with the City's sign ordinance.

REQUIREMENTS OF ASSOCIATIONS

1 - FACILITY USE AGREEMENT

Any Association operating on City property must sign a "Facility Use Agreement" with the City prior to the start of the calendar year. The agreement is issued on an annual basis, and specifically identifies the facilities to be used by the Association and the terms of that use. Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at any time without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority. Facilities not in use will be considered for re-allocation as determined by the Recreation and Special Events Department.

2 - SELECTION OF COACHES

Associations are responsible to select qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches.

3 - BACKGROUND CHECK VOLUNTEERS

All Association board members and any individual who wants to serve as a coach or assistant coach or as a volunteer shall go through a background check once per calendar year. At a minimum, the background check shall include a national Criminal History Search and National Sex Offender Search. An Association representative shall be designated to collect documentation including a picture ID, completed background reports, and completed master list (Attachment F) forms and shall submit them to the City Human Resources Department for review at least one month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be reviewed. Any problematic criminal history background check where the City deems an individual does not meet City standards for criminal history background check will not be allowed to participate in the program. Individuals who refuse to provide information necessary to complete the criminal history background check shall not be allowed to participate in the program. **It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks.**

4 - BACKGROUND CHECK OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials, to include but not limited to, referees, umpires, starters, timers...) who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association. The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

5 - DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status and disability. Associations must comply with the Americans with Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public if so requested, unless participation would create a risk to any participant.

6 - SAFETY / ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner.

- a. All fields, equipment and other facilities should be inspected before each use and Associations are required to provide safe sports equipment for participants.
- b. When minors are participating in the Association's program, Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program.
- c. League officials are responsible for adhering to the following policies in the case of inclement weather:

- **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.
 - **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.
 - **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.
 - **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.
- d. The Association is responsible for filing an accident/incident report (Attachment B) to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident. (Any and all accidents/ incidents must be reported!)

7 - FACILITY SECURITY

Spectators, parents, coaches, or officials of an Association must display appropriate conduct while operating activities on City facilities. 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 by contacting the Peachtree City Police Department for assistance.

An Association representative shall be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured.

The Association is responsible for turning off all applicable lights (field and facility) at the conclusion of each night's activities. 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.

8 - PROGRAM FACILITY SCHEDULES

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

- a. Associations are required to submit to the Recreation and Special Events Director a written general schedule of games and practice times at least thirty (30) days 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 and Special Events 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 and Special Events Department has approved the schedule, the Association shall have exclusive use of the fields for all times listed on the approved schedule. Facility use outside the scope of the schedule must be requested through the Department and is not guaranteed. Any changes to the schedules which are necessitated by weather must be submitted to the Department for approval.
- b. The Association may schedule the use of the fields by other City-approved associations if the Association has confirmed the use does not conflict with maintenance requirements or planned activities by the Recreation and Special Events 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 without prior approval of the Recreation and Special Events Director. If payment is appropriate (as determined by the Recreation and Special Events Staff on a case-by-case basis), the City shall require payment from the requesting group or entity at the rates established by the City Council. The Recreation and Special Events Department shall receive from such group or entity the payments of all deposits, all insurance information, all liability waivers required by the City, 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.
- c. 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 City Council, will be assessed for tournaments held "above and beyond the regular season." This will include any tournaments or camps which are scheduled for the normal usage time of the Association, or during previously approved times for league games or practices of the Association. No teams, other than teams which are a part of the Association, shall be permitted to play or practice during such designated times.
- d. The Association will be required to complete a separate contract to receive a City of Peachtree City Special Events Permit for every tournament, camp or clinic hosted

above and beyond the regular season, and in which teams or players that are not a part of the Association participate.

9 - FACILITY MAINTENANCE / UPKEEP

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 to include the following responsibilities:

Association Responsibilities

- a. **Litter control** - It is unlawful to litter. Each Association is responsible for ensuring that all parks (fields, parking lots, walkways, restrooms, dugouts, bleachers, concession areas, etc.) are kept clean and litter free after the conclusion of a scheduled program. The Association agrees to police all areas being used to ensure that trash and litter are cleaned up after use and placed in proper receptacles. These areas include any support structures at a facility used by the Association. A security 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 security 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.
- b. **Restrooms** -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 security deposit 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.
- c. **Damage** - The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation. Association representatives are responsible to report any and all suspicious activity occurring on City property to the City of Peachtree City Police Department.
- d. **Maintenance Reporting** - The Association shall notify the Recreation and Special Events 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.

- e. **Field/Facility Preparation** - Association will be responsible for preparing their fields/facilities for use prior to start of activities (i.e., lining their fields for play, setting up track and field courses, wrestling mats, etc.) unless otherwise specified in a specific addendum to the agreement.
- f. **Capital Improvements** - The Association shall not be allowed to alter, add, delete or improve the facilities without prior written consent by the City. Such alterations, additions or improvements shall meet existing applicable City codes and become and remain City property. Any such improvements that are approved by the City shall be the sole financial obligation of the Association, such obligation to include the costs of installing and maintaining the improvements. City reserves the right to remove any such improvements made by the Association at the City's sole discretion. Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the City no later than June 1st each year to be considered in the City's budget process. Capital improvements must be approved by City Council.

City Responsibilities

- a. **Locks and Keys** - The City will supply locks for all required facilities and structures. Keys and/or combinations will be distributed to the Association as per Department policy. Keys to all required facilities will be distributed to the President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the agreement. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify the Associations of any changes will supply new keys/combinations as needed. There will be a \$50 charge per key for lost or stolen keys.
- b. **Maintenance**- The City shall be responsible for mowing the grass, fertilization, landscaping, moving bleachers, general maintenance of structures, etc., unless otherwise specified in a specific addendum to the agreement.
- c. **Capital improvements**- The City formally evaluates the condition of all park facilities and amenities. During these inspections, city staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc. During the City budget process, city staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the city

council for review during the budget process. The city council shall prioritize the list of projects and may add or delete any projects recommended by staff in its sole discretion.

10 - CONCESSIONS

Associations that want to serve food items must comply with Fayette County Health Department regulations for concessions operations.

- 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.
- Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.
- Concession facilities must be cleaned after each use. 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.

11 - TERM

This Agreement shall become effective upon the date it is approved and signed by both parties and shall continue in effect until December 31, 2022 ; provided, however, that this Agreement shall automatically renew for additional terms of one (1) year each, from January 1 through and including December 31 of each succeeding year, unless either party gives written notice to the other party of its intention to not renew this Agreement, which notice must be given not less than thirty (30) days prior to the expiration of the then-current term of this Agreement. In addition, the City reserves the right to terminate this Agreement at any time by providing thirty (30) days written notice to the Association.

Attachment B - Accident/Incident Report Form

**City of Peachtree City
Accident/Incident Report Form**

Date of accident/incident _____ Time of accident/incident _____

Facility where accident/incident occurred _____

Specific location of accident/incident within the facility _____

Number of person's involved _____

Police notified (Circle) Yes or NO

EMS notified (Circle) Yes or NO

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	Under the age of 18
	Day: Evening:	
	Day: Evening	
	Day: Evening:	

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options _____ ?

Did the injured party waive treatment ____ Y ____ N?

**Photos of accident/incident site taken ____ Y ____ N

Person completing form _____
(Print name) Signature Date

Person completing form _____
Day phone Evening phone

**Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident

Attachment C – Association Officers

Athletic Association Officers

Listed below are our officers (Chief Executive listed first) their title, number of prior years as an officer, and contact information

Name		Title	-	-
Phone	Cell Phone:			
e-mail:				

Name		Title	-	-
Phone	Cell Phone:			
e-mail:				

Name		Title	-	-
Phone	Cell Phone:			
e-mail:				

Name		Title	-	-
Phone	Cell Phone:			
e-mail:				

Name		Title	-	-
Phone	Cell Phone:			
e-mail:				

Attachment C –
Association Officers
Continued

Name	Title
Phone	Cell Phone:
e-mail:	

Name	Title
Phone	Cell Phone:
e-mail:	

Name	Title
Phone	Cell Phone:
e-mail:	

Name	Title
Phone	Cell Phone:
e-mail:	

Copy as necessary to indicate all
officers

Attachment D – Financial Process Form

We understand since our funds are either contributions or member dues for recreational activity, we have a high duty to handle money properly. These are some basic processes we comply with to insure we meet our fiduciary responsibility. Check all that apply and fill in blanks:

- _____ Number of persons who are authorized to sign checks on our account.
- _____ We use duplicate checks (carbon copy) to retain an exact image of each check written.
- _____ The person who can write a check MAY NOT authorize the disbursement, the authorization must come from another person with disbursement authority.
- _____ The persons who may authorize disbursements are: _____

- _____ Checks are copied before deposit.
- _____ Deposits are promptly copied to officers
- _____ Bank statements are promptly circulated to officers
- _____ We have assigned _____ the duty of carefully reviewing bank statements and financial reports as a cross-check of the treasurer. We understand personal trust is irrelevant, this is a control procedure.
- _____ Financial reports are circulated to the officers:
 - _____ Monthly
 - _____ Budget comparison to actual
 - _____ Bank transactions, begin and ending balance
 - _____ all financial reports are retained by the treasurer for the years financial report.

Attachment E-Insurance Forms

We understand, since we use city facilities, the city has an interest in details of our liability insurance coverage.

Insurance carrier _____

Policy# _____

Coverage Period _____

Coverage amount _____

Deductible _____

Nature of Coverage _____

Covered Parties _____

_____ City of Peachtree City is named as additional insured on the Certificate of Insurance

_____ We understand we must take care in changing team names from season to season if an annual policy was purchased for a set of named teams.

_____ Copy of Certificate of Insurance is attached

Attachment F – Background Checks Forms

We understand, since we use city facilities, the city has an interest in our proper completion of background checks on all coaches, assistant coaches, and other volunteers BEFORE they are with the participants.

_____ Our Background checks must be completed annually

_____ Our Background check records must be available for review by the city upon request.

The person responsible in our association for background checks is:

Name		Title	
Phone		Cell Phone:	
e-mail:			

Attachment F- Background Master List

The following individuals have been cleared by background checks for this season:

Coaches/Asst. Coaches

Other Volunteers on field with participants

[illegible]

Copy as necessary to indicate all who have been cleared.

ASSOCIATION CHECKLIST

Association _____ Sport Season Year _____

<u>DESCRIPTION</u>	<u>DUE*</u>	<u>DONE</u>
Proof of Non-profit status submitted to PCRPD	On file each year	_____
Articles of Incorporation	With annual facility use agreement	_____
Current Association by-laws to City	With annual facility use agreement	_____
Board Resolution Authorization to Agreement	With annual facility use agreement	_____
List of elected officers to City (Attachment C)	With annual facility use agreement	_____
Annual membership meeting minutes	With annual facility use agreement	_____
Security Deposit	With annual facility use agreement	_____
Operating Budget to City	Before start of Season	_____
Financial Process Form (Attachment D)	Before start of Season	_____
Financial Reports as required	Before start of Season	_____
1. Yearly cash balance (beginning and closing)		_____
2. Receipts for previous years capital improvements approved by the Recreation and Special Events Department.		_____
3. Detailed participation report (PTC, ROC, OOC)		_____
4. Copy of the last completed year's Federal and State tax returns		_____
Certificate of Insurance (Attachment E)	Before start of Season	_____
Signed Facility Use Agreement	Before start of Season	_____
Background Check Forms (Attachment F)	Before start of Season	_____
Master Schedule of tryouts, practices, games	1 month before season	_____
List of key holders	update as necessary	_____

**Due Dates for Association will be discussed and agreed upon with each Association Commission/President during the contract review process. Due Dates will vary per Association, based on fiscal year.*

**ATHLETIC ASSOCIATION
ORGANIZATIONAL AND FACILITY USE AGREEMENT**

This agreement made this _____ day of _____, 20____, by the City of Peachtree City ("City") and _____ a non-profit organization called the _____ Association. (legal association name)

Witnesseth:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide an athletic program (organized play) as a service for the City in accordance with all policies and procedures for athletic associations operating on City property previously set forth, (including the Athletic Association Organizational and Facility Use Requirements) and attached in this agreement. The Facility Use Agreement applies only to organized play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first-come, first-serve basis, or may be rented by the Department to outside groups as deemed appropriate.
2. The term of this agreement will begin _____ and continue through _____. A new agreement must be signed on an annual basis. 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 use of fields and facilities on a non-exclusive basis to conduct a recreational program at the following locations: _____. The agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved play as outlined in the Master Schedule unless otherwise specified.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have, and shall not be a waiver of any subsequent breach of terms or conditions.

7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.
8. It is agreed and understood that the Association shall indemnify and hold the City, its agents, and employees 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 with any claims or liability occurring or caused prior to any expiration or termination of this agreement shall survive such expiration or termination.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers or employees.
12. For the purpose of this agreement, any notices required to be sent to the parties shall be mailed to the following respective addresses.

ASSOCIATION NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE: _____
WEBSITE: _____
EMAIL: _____

CITY:
City of Peachtree City Recreation and Special Events Department
Attn: Recreation and Special Events Director
202 Fieldhouse Drive
Peachtree City, GA 30269
www.peachtree-city.org

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.

14. The City has designated the Recreation and Special Events Director for the City as its contact person, coordinator and liaison person with the Association in the execution of the terms of this agreement.
15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this Agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City. Any fee changes shall be implemented in advance of a new season, but not during a season.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of the City. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect to the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the State of Georgia. The Association agrees to comply with those laws. To the extent that the Association is uncertain or needs assistance as to proper compliance with such laws, the City shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Peachtree City when requested for review or audit.
22. The City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of the City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform, and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the

Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party.

I hereby acknowledge and understand that the Association which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Organizational/Facility Use Agreement. I understand the signing of the Organizational/Facility Use Agreement indicates the Association's assumption of the financial responsibility for the program as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. I further understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

By: _____
Association Representative Signature

By: _____
Kim Learnard, Mayor
City of Peachtree City

Name _____
(Typed or Printed)
Title _____
Date _____

APPROVED AS TO FORM:
City Attorney _____
Date _____

Agreement Addendums: _____
(Legal Association Name)

Original Agreement Date:

This agreement made this _____ day of _____, 20____, by the City of
Peachtree City (“City”) and _____ a non-profit organization called the
_____ Association.
(Legal Association Name)

By: _____
Association Representative Signature

By: _____
Kim Learnard, Mayor
City of Peachtree City

Name _____
(Typed or Printed)
Title _____
Date _____

APPROVED AS TO FORM:
City Attorney _____
Date _____