



MARCH 21, 2016

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
7:30 PM

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 03/07/2016)
 - B. Alcoholic Beverage License Applications
- V. INFORMATIONAL PRESENTATION
 - A. Fulton County Schools: Capital Plan 2022
- VI. PROJECT UPDATES
 - A. Convention Center
 - B. City Center
- VII. PUBLIC HEARING
- VIII. OLD BUSINESS
 - A. Ordinance Amendment: Chapter 3 Of The Code Of The City Of Alpharetta **(Second Reading)**
An ordinance of the Mayor and Council of the City of Alpharetta, Georgia to amend Chapter 3 (Alcoholic Beverages) of the Code of the City Of Alpharetta, Georgia to delete, modify, and add provisions pertaining to the regulation and licensing of brewpubs and related provisions governing the sale of alcoholic beverages by the package, including growlers; to provide for an effective date; and for other purposes.
- IX. NEW BUSINESS
 - A. CCTV Stormwater Pipe Camera
 - B. Alpharetta Bike Share Program
 - C. Resolution: Time Of Regular Meetings And Public Hearings Of City Council
A resolution of the Mayor and Council of the City of Alpharetta, Georgia establishing the time of regular meetings and public hearings of the City Council.
 - D. Ordinance Amending Chapter 2, Section 2.3 Of The City Code **(First Reading)**
An ordinance amending Chapter 2, Section 2.3 of the Code of the City of Alpharetta, Georgia pertaining to procedures for the adoption of ordinances; to provide for and effective date; to repeal conflicting laws; and for other purposes.
 - E. Ordinance Amending Chapter 12, Article VI of the City Code **(First Reading)**
An ordinance amending Chapter 12, Article VI of the Code of the City of Alpharetta (Massage Establishments and Spas) to delete, modify and add provisions pertaining to the regulation of such businesses, and for other purposes.

X. PUBLIC COMMENT

XI. WORKSHOP

A. Pedestrian Improvements At SR9 / SR120 Intersection

B. Discussion Of Potential Sites Within Wills Park For Siting Of Old Log Cabin

XII. REPORTS

XIII. ADJOURNMENT TO EXECUTIVE SESSION



STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 03/07/2016)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Council Meeting Minutes - 03-07-2016



OFFICIAL MINUTES OF
COUNCIL MEETING ON
MARCH 07, 2016

CITY HALL - 2 PARK PLAZA
7:30 PM

Official Minutes

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the tapes recorded at said meeting are a matter of public record and are available to be heard at the City of Alpharetta's Clerk's office during normal business hours.

I. CALL TO ORDER

- Mayor David Belle Isle called the meeting to order at 7:31 PM

II. ROLL CALL

- Council Members Present
 - David Belle Isle (Mayor)
 - Chris Owens (Mayor Pro Tem)
 - Jason Binder
 - Mike Kennedy
 - Dan Merkel
 - Donald Mitchell
- Council Members Absent
 - Jim Gilvin
- Staff Present
 - Bob Regus, City Administrator
 - James Drinkard, Assistant City Administrator
 - Sam Thomas, City Attorney
 - Randy Bundy, Director of Information Technology
 - Kathi Cook, Director of Community Development
 - Gary George, Director of Public Safety
 - Tom Harris, Director of Finance
 - Pete Sewczwicz, Director of Public Works
 - Lyn Kennedy, Deputy City Clerk

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS AND PROCLAMATIONS

- Mayor Belle Isle presented a proclamation declaring March 2016 "March For Meals Awareness Month"
- Mayor Belle Isle presented a proclamation recognizing April 29, 2016 as Arbor Day in the City of Alpharetta

V. CONSENT AGENDA

- ❖ Council Member Owens offered a motion to approve the Consent Agenda
 - The motion received a second from Council Member Kennedy
 - The motion was approved by unanimous vote (6-0-0)

VI. PROJECT UPDATES

A. Conference Center

- Naming of conference center meeting rooms
 - Bob Regus, City Administrator, provided an overview of the process by which a list of recommended room names was established
 - It was determined that it would be most appropriate to name the rooms after local families important in Alpharetta's history
 - The suggested names are Skelton, Teasley, Hagood, Goswick, Wills, Brady, Rainwater, Trammell, and DeVore
- ❖ Council Member Owens offered a motion to accept the recommended names as presented
 - The motion received a second from Council Member Kennedy
 - The motion was approved by unanimous vote (6-0-0)

B. City Center – Private Development

- A workshop was held on March 2nd with Cherri Morris regarding the retail and restaurant components of the project
- Representatives of MidCity Real Estate Partners will be coming before City Council on April 18th to provide a detailed update

C. City Center – Public Development

- Work on the bandstand is progressing, and the main support beams are now vertical

VII. OLD BUSINESS

A. V-16-06: Home 2 Suites

- ❖ Council Member Kennedy offered a motion to remove the item from the table
 - The motion received a second from Council Member Mitchell
 - The motion passed by unanimous vote (6-0-0)
- Kathi Cook, Director of Community Development, came forward to introduce the item
 - The item was previously heard on February 22, 2016 and was tabled by City Council
 - General overview

- The subject site is located just east of Hwy. 400 at the corner of Webb Bridge and Morris Parkway.
- The applicant is requesting a variance to section 3.2.5 of the Unified Development Code in order to allow a retaining wall structure to encroach into the front, side and rear setbacks and a variance to reduce the required parking from 112 spaces to 100
- The property's existing topography is extremely steep and has significant grade changes throughout
- The applicant is proposing to build a 107 room Home2Suites extended stay hotel which is a permitted use within the Preston Ridge Master Plan
- Recommendation
 - The recommendation is to approve V-16-06: Home 2 Suites subject to six conditions
 1. All portions of the retaining wall seen from the public right-of-way shall be faced with a masonry material with a stone appearance and shall be compatible with the materials used for the primary structure. Material to be approved by Staff.
 2. Guardrail shall be decorative black metal with final approval by Staff.
 3. A 10' ornamental heavy landscape strip with street trees and decorative pedestrian lighting shall be provided along Morris Road. Lighting to be maintained by the development.
 4. Applicant shall install sidewalk along Morris Road and extend the connection to Webb Bridge Road. Impact fee credits shall be permitted for offsite sidewalk construction. Additional street trees and/or landscaping shall be required were wall is visible along Webb Bridge Road.
 5. Building shall be brick with traditional architecture similar to the attached Example A with final approval by Staff.
 6. Retaining wall shall be tiered, with a minimum 5' prepared planting bed space to reduce the impact of the large wall adjacent to the public right-of-way. Landscaping to be approved by Staff.
- Steve Rowe of AEC Engineering came forward in representation of the applicant
- Public comment was invited
 - No member of the public came forward to speak
- ❖ Council Member Kennedy offered a motion to approve V-16-06: Home 2 Suites, subject to the following conditions
 1. All portions of the retaining wall visible from the public right-of-way shall be faced with a masonry material with a stone appearance and shall be compatible with the materials used for the primary structure. Material to be approved by Staff.
 2. Guardrail shall be decorative black metal with final approval by Staff.
 3. A 10' ornamental heavy landscape strip with street trees and decorative pedestrian lighting shall be provided along Morris Road and Webb Bridge Road. Lighting to be maintained by the development.
 4. Applicant shall install sidewalk along Morris Road and Webb Bridge Road. Impact fee credits shall be permitted for offsite sidewalk constructed on Webb Bridge Road.

Additional street trees and/or landscaping shall be required where wall is visible along Webb Bridge Road.

5. Building shall be brick with traditional architecture similar to the attached Example A with final approval by Staff.
 6. Retaining wall shall be tiered, with a minimum 5' prepared planting bed space to reduce the impact of the large wall adjacent to the public right-of-way. Landscaping to be approved by Staff.
 7. Site shall be developed substantially similar to site plan submitted by AEC and dated 02-29-2016 incorporating tree save area at the corner of Webb Bridge Road and Morris Road.
 8. Detention pond shall be heavily screened from roadway with plan to be approved by Staff. Pond shall be shifted east in order to limit disturbance within the critical root zone of the 40-inch White Oak.
- The motion received a second from Council Member Owens
 - The motion passed 5-1-0 (Mayor Belle Isle in opposition)

B. Fiscal Year 2016 Mid-Year Budget Amendment: Second Reading

- Tom Harris, Director of Finance, came forward to introduce the item
 - The purpose of the ordinance is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g. during the first seven months of the fiscal year) or are planned to occur before fiscal year-end
 - Mr. Harris provided an overview of specific initiatives addressed by the amendment
- Sam Thomas, City Attorney, read the ordinance aloud into the record
- Public comment was invited
 - No member of the public came forward to speak
- ❖ Council Member Mitchell offered a motion to adopt an ordinance of the Mayor and Council of the City of Alpharetta, Georgia, to adopt the mid-year Fiscal 2016 Budget for certain funds of the City of Alpharetta, Georgia appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditure to exceed actual funding available
 - The motion was seconded by Councilmember Owens
 - The motion passed by unanimous vote (6-0-0)

VIII. NEW BUSINESS

A. Hewlett Packard Network Equipment

- Randy Bundy, Director of Information Technology, came forward to present the item
 - As approved in the FY 2016 capital budget, this project provides for the replacement and updating of network equipment
 - This equipment is scheduled to be replaced every 5 – 6 years (normal maintenance life) in order to provide for both reliable and efficient service

- The network switches being purchased are Layer 2 (edge/perimeter switches) for the City's data network
- Edge Solutions, an Alpharetta-based company, was the low bid from 7 qualifying bids submitted
 - Bids ranged from \$137,330 to \$222,875
- Public comment was invited
 - No member of the public came forward to speak
- ❖ Council Member Merkel offered a motion to award Edge Solutions as the vendor to provide for the purchase of Hewlett Packard (HP) network equipment in the amount of \$137,330.00, and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Kennedy
 - The motion passed by unanimous vote (6-0-0)

B. Burnett Way Storm Pipe Repairs

- Pete Sewczwicz, Director of Public Works, came forward to present the item
 - Through the City's stormwater inspections, it has been determined that approximately 675' of pipe along Burnett Way is in need of repair
 - The life expectancy for corrugated metal pipes (CMP) is approximately 25 years
 - This run of pipe runs through the front yards of residents residing at 140, 150, 160, 170 and 180 Burnett Way
 - To minimize the impacts, the majority of the pipe will be relined using the Cured-in-Place method
 - One 44' section located at 140 and a 106' section located in the City's right-of-way will have to be completely replaced due to the current condition of the pipe
 - Replacement will be with reinforced concrete pipe (RCP)
 - Other work entails replacing several drainage boxes located in the front yards of the residents
- Public comment was invited
 - No member of the public came forward to speak
- ❖ Council Member Owens offered a motion to award Bid No. 16-009 to Tople Construction & Engineering, Inc. in the amount of \$246,979.00 for the Burnett Way Storm Pipe Repairs Project and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Kennedy
 - The motion passed by unanimous vote (6-0-0)

C. Professional Design Services Contract: Public Safety Headquarters Expansion

- Pete Sewczwicz, Director of Public Works, came forward to present the item
 - The existing Public Safety Headquarters (PS HQ) was completed and started servicing the citizens of Alpharetta in 2000
 - When PS HQ was designed, the City's Police and Fire functions were separate departments

- Public Safety staffing in 2000 was as follows
 - Police Department - 60 police officers and 10 communication officers (the 911 facility was operating from the second floor of the jail facility).
 - Fire Department - 80 firefighters stationed over the 5 stations in the City, in addition to several individuals working out of the Fire Administration Building (currently where the Alpharetta Technology Commission resides).
- The Department of Public Safety (combining Fire and Police) was implemented in July 2006
 - Combining administrative functions enabled the Department to place more individuals on the street to serve the citizens of Alpharetta
 - All of the necessary administrative functions for the newly created Department were relocated to Public Safety HQ
 - Additionally, the Department moved the 911 functions from the second floor of the jail facility to the existing location to make room for additional office space
- Current Public Safety staffing is as follows
 - Police function - 110 police officers and 25 communication officers. Also added to the building are 25 reserve officers, 17 CAPS officers, and 18 police explorers.
 - Fire function - 99 fire positions over 6 stations including staff in current Public Safety Building
- Public Safety HQ is 23,200 sq. ft. in size, and due to the increased number of personnel working out of the office, space is significantly constrained
- Other work entails replacing several drainage boxes located in the front yards of the residents
- The Department contracted with Pieper, O'Brien, and Herr Architects (POH Architects), an Alpharetta-based firm, to conduct a needs assessment to determine viable solutions to the space needs
 - Architects are the architects of record for the current PS HQ and have an understanding of the area where the expansion is to take place
 - The study indicated the building is approximately 4,500 to 8,000 square feet undersized
 - Based on the needs assessment findings, City staff has been working with POH Architects to develop a detailed scope of work for professional services to design the expansion
- Based on POH Architects' knowledge of the facility and the current needs of the Department, City staff requests that they be considered Single Source for this procurement
 - POH Architects provided the City a proposal for the necessary design services in the amount of \$298,750
 - This fee includes design services focusing on architecture, interior, mechanical, electrical, structural, fire protection, security, audio visual, fixture, and furniture coordination. In addition, the firm will perform bi-weekly site visits during construction and respond to all necessary inquiries from the contractor
- Several services associated with a building expansion will be handled by the City
 - These services included hiring a civil engineer to perform site develop services, geo-technical firm to perform a soil analysis where the proposed footing will be installed, and landscape architecture services associated with obtaining a land disturbance permit

- The total dollar amount of these services has not been finalized, but a conservative range is \$20,000 to \$30,000
- The Director of Public Works, Pete Sewczwicz, will lead the project and utilize Scott Campbell, Construction Manager, as a field resource when construction begins
- Once a notice to proceed has been issued, the design of the expansion is anticipated to take approximately 6 months
- Public comment was invited
 - No member of the public came forward to speak
- ❖ Council Member Owens offered a motion to award a Design Services Contract to Piper, O'Brien, Herr Architects in the amount of \$298,750.00 for the design of the Public Safety Headquarters Expansion Project and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Kennedy
 - The motion passed by unanimous vote (6-0-0)

D. Ordinance Amendment: Chapter 3 Of The Alpharetta City Code

- Sam Thomas, City Attorney, introduced an ordinance amending Chapter 3 of the City Code so as to delete, modify and add certain provisions regulating the sale of alcoholic beverages by brewpubs
- The City was approached by two brewpub businesses that are located in Alpharetta and that would like to have the ability to sell "growlers"
- Changes have taken place in Georgia law that opens the door to such sales under certain conditions and limitations
 - Mr. Thomas provided an overview of the changes and discussions that have been held with State Officials to gain clarification on certain aspects
- In order to enable brewpubs to have this ability in Alpharetta, amendments to Chapter 3 of the City Code are required
- Mr. Thomas read the ordinance aloud into the record
- Public comment was invited
 - No member of the public came forward to speak
- ❖ Council Member Owens offered a motion to approve the first reading of an ordinance of the Mayor and Council of the City of Alpharetta, Georgia to amend Chapter 3 (Alcoholic Beverages) of the Code of the City Of Alpharetta, Georgia to delete, modify, and add provisions pertaining to the regulation and licensing of brewpubs and related provisions governing the sale of alcoholic beverages by the package, including growlers; to provide for an effective date; and for other purposes
 - The motion received a second from Council Member Kennedy
 - The motion passed by unanimous vote (6-0-0)

IX. PUBLIC COMMENT

- None

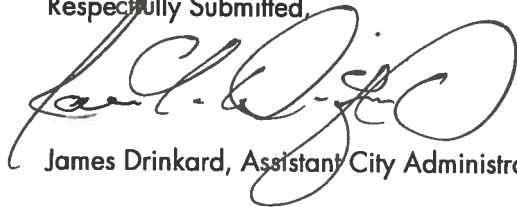
X. REPORTS

- None

XI. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Kennedy offered a motion to enter Executive Session for the purpose of discussing matters related to real estate and personnel
 - The motion received a second from Council Member Mitchell
 - The motion was passed by unanimous vote (6-0-0)
- ❖ With no further business to be discussed or items to be heard, Mayor Belle Isle adjourned the meeting at 8:37 PM

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "James Drinkard", written over a horizontal line.

James Drinkard, Assistant City Administrator



STAFF REPORT

Submitting Department: City Clerk
Submitted By: Lyn Kennedy, Assistant City Clerk
Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

II. RECOMMENDATION:

Staff recommends approval of the referenced Alcohol Beverage Permits.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO ANTICIPATED DIRECT
FISCAL IMPACTS RELATED TO THE APPROVAL OF THE SUBJECT
APPLICATIONS.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

On March 17, 2016 public hearings were conducted regarding the following Alcohol License Applications.

PH-16-AB-07

Chow Baby Alpharetta, LLC

d/b/a Chow Baby

Consumption On Premises: Liquor / Beer / Wine / Sunday Sales

PH-16-AB-08

MEW, LLC

Humble Pie Pizza Company

Consumption On Premises: Beer / Wine / Sunday Sales

PH-16-AB-09

BP Alpharetta, Inc.

d/b/a BP Food Mart

Package Sales: Beer / Wine / Sunday Sales

No member of the public came forward to speak for or against the applications.

Prior to the public hearings, Staff conducted the required background checks and reviews and found no issues or circumstances in conflict with the ordinance as defined in the City Code. As such, Staff recommends that the applications be approved.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alcohol License Applications - 03-21-2016



*CITY OF ALPHARETTA
PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE*

*DATE: MARCH 17, 2016
TIME: 3:00 P.M.
LOCATION: CITY HALL - COUNCIL CHAMBERS*

AGENDA

I. Call to order

II. License Applications:

*A. PH-16-AB-07 Chow Baby Alpharetta, LLC
d/b/a Chow Baby
58 Canton Street
Alpharetta, Ga. 30009*

*Consumption on Premises
Liquor, Beer & Wine, Sunday Sales*

*Owner: Chow Baby Alpharetta, LLC
Registered Agent: William Simms*

*B. PH-16-AB-08 MEW, LLC
d/b/a Humble Pie Pizza Company
869 North Main Street
Alpharetta, Ga. 30009*

*Consumption on Premises
Beer & Wine - Sunday Sales*

*Owner : MEW, LLC
Registered Agent Kristine Woodliff*

C. PH-16-AB-09

*B.P. Alpharetta, Inc.
d/b/a B.P. Food Mart
11425 Haynes Bridge Rd.
Alpharetta, Ga. 30009*

*Package Store
Beer & Wine- Sunday Sales*

*Owner: B.P. Alpharetta, Inc
Registered Agent: Meeta Khiani*

III. *Adjournment*



STAFF REPORT

Submitting Department: Administration
Submitted By: James Drinkard, Assistant City Administrator
Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: FULTON COUNTY SCHOOLS: CAPITAL PLAN 2022

II. RECOMMENDATION:

There is no action affiliated with this item.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: THIS ITEM IS BEING PRESENTED FOR
INFORMATIONAL PURPOSES ONLY. THERE ARE NO DIRECT FISCAL
IMPACTS TO THE CITY OF ALPHARETTA.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

Patrick Burke, Deputy Superintendent of Operations for Fulton County Schools, will discuss the system's Capital Plan 2022 and a related May ballot initiative to extend the current one-penny E-SPLOST.

V. ALTERNATIVES:

VI. ATTACHMENTS:



STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: CONVENTION CENTER

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: CITY CENTER

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



STAFF REPORT

Submitting Department: Legal
Submitted By: Sam Thomas, City Attorney
Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: ORDINANCE AMENDMENT: CHAPTER 3 OF THE CODE OF THE CITY OF ALPHARETTA *(SECOND READING)*
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 3 (ALCOHOLIC BEVERAGES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA TO DELETE, MODIFY, AND ADD PROVISIONS PERTAINING TO THE REGULATION AND LICENSING OF BREWPUBS AND RELATED PROVISIONS GOVERNING THE SALE OF ALCOHOLIC BEVERAGES BY THE PACKAGE, INCLUDING GROWLERS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

II. RECOMMENDATION:

Approve the second reading of an ordinance of the Mayor and Council of the City of Alpharetta, Georgia to amend Chapter 3 (Alcoholic Beverages) of the Code of the City Of Alpharetta, Georgia to delete, modify, and add provisions pertaining to the regulation and licensing of brewpubs and related provisions governing the sale of alcoholic beverages by the package, including growlers; to provide for an effective date; and for other purposes.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: THERE RAE NO ANTICIPATED FISCAL
IMPACTS RELATED TO THE ADOPTION OF THE RECOMMENDED
ORDINANCE AMENDMENT.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City Attorney will present for consideration an ordinance amending Chapter 3 of the City Code so as to allow for certain package sales by brewpubs located within the City of Alpharetta.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Recommended Ordinance Amendment

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 3 (ALCOHOLIC BEVERAGES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA TO DELETE, MODIFY AND ADD PROVISIONS PERTAINING TO THE REGULATION AND LICENSING OF BREWPUBS AND RELATED PROVISIONS GOVERNING THE SALE OF ALCOHOLIC BEVERAGES BY THE PACKAGE, INCLUDING GROWLERS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, Chapter 3 (Alcoholic Beverages) of The Code of the City of Alpharetta, Georgia provides regulations governing the sale of alcoholic beverages within the City; and

WHEREAS, the Mayor and Council of the City of Alpharetta ("City Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta; and

WHEREAS, the City Council has determined that it is appropriate from time to time to modify alcoholic beverage regulations to comport with current conditions; and

WHEREAS, the City Council desires to amend Chapter 3 (Alcoholic Beverages) of The Code of the City of Alpharetta, Georgia in order to delete, modify and add certain provisions regulating the sale of alcoholic beverages by brewpubs;

NOW, THEREFORE, The Council of the City of Alpharetta hereby ordains, as follows:

Section 1: Section 3-1 of The Code of the City of Alpharetta, Georgia (the "Code") is hereby amended by adding the following terms and definitions in their appropriate alphabetical order:

"*Brewpub*: Any eating establishment in which malt beverages are manufactured, subject to the barrel production limitation prescribed in Section 3-90. In calculating the total annual gross food and beverage sales for any such establishment for the purpose of determining whether the establishment constitutes an 'eating establishment' as defined herein, barrels of malt beverages sold to licensed wholesale dealers, as authorized pursuant to subparagraph (4) of paragraph (b) of Section 3-90, or to the public for consumption off the premises in accordance with

subparagraphs (1) and (4) of paragraph (b), paragraph (c) and paragraph (d) of Section 3-90, shall not be used."

Section 2: Subparagraphs (1) and (2) of paragraph (b) of Section 3-29 of the Code is hereby amended by deleting same in their entirety and inserting in lieu thereof the following:

- "(1) A licensee has failed to open for business within six (6) months after approval of the license; provided, however, prior to the expiration of such period, the City Clerk may extend the time in which a licensee is required to open for business by up to six (6) months upon the timely receipt of a written request from a licensee for such an extension.
- (2) After opening for business, a licensee has ceased to operate the business for a period of three (3) consecutive months."

Section 3: Section 3-42 of the Code is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

"Sec. 3-42. Consumption sales only.

- (a) Except as otherwise expressly provided in this chapter, persons holding a license to sell alcoholic beverages for consumption on the premises shall not hold a license for the sale of alcoholic beverages by the package except in supermarkets and brewpubs, as defined in Sec. 3-1; provided, however, no such license shall include the sale of distilled spirits by the package.
- (b) Further, eating establishments, as defined in Sec. 3-1, may sell wine by the package for off-premises consumption, provided that no more than ten percent (10%) of the interior floor area of the establishment is devoted to the display of package wine and no more than ten percent (10%) of the establishment's revenues derived from the sale of alcoholic beverages is derived from package wine sales. Notwithstanding the foregoing, the sales of wine by the package for off-premises consumption shall not be used in calculating the total annual gross food and beverage sales for the

establishment for the purpose of determining whether the establishment constitutes an eating establishment as set forth in Sec. 3-1."

Section 4: Section 3-70 of the Code is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

"Sec. 3-70. Type of retail establishment.

No packaged beer, malt beverage or wine shall be sold at retail except in the following types of retail establishments, subject to such establishments holding a license to sell beer, malt beverages or wine (as applicable) by the package:

- (1) Establishments which meet the same requirements applicable to establishments where distilled spirits may be sold (section 3-60);
- (2) Establishments maintaining eighty (80) percent of the floor space and storage area in a manner which is devoted principally to the retail sale of other products and located in zoning districts in which these establishments are permitted as a conforming use or in districts where existing establishments exists as a non-conforming use;
- (3) Supermarkets, as defined in Sec. 3-1;
- (4) Establishments which are duly licensed by the city to operate as a brewpub; or
- (5) Eating establishments licensed to sell alcoholic beverages for consumption on the premises which sell wine by the package in accordance with the provisions set forth in Sec. 3-42(b); provided, however, package sales shall be limited to wine only.

Section 5: Paragraph (a) of Section 3-74 of the Code is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

- "(a) The sale of growlers in compliance with this article is authorized for those certain types of establishments designated in subsections (1), (3) and (4) of Section 3-70, which are licensed to sell malt beverages, but not distilled spirits, by the package. The filling of growlers with malt beverage drawn from a tap on a barrel, cask, tank, or keg on the premises

shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this chapter. The term "growler" means a container made of a material customary to the industry provided that the container is capable of being sealed with a tamper-proof cap, top or other seal for the purpose of complying with open container laws, and further provided that the container does not exceed sixty-eight (68) ounces and is filled by a licensee or employee of the licensed establishment with malt beverage drawn from a barrel, cask, tank, or keg. Growlers may only be filled from barrels, casks, tanks, or kegs procured by the licensee from a person who is licensed or authorized to do business as a wholesaler under this chapter. Notwithstanding any other provision of this chapter to the contrary, in the case of a brewpub holding a license to sell malt beverages by the package, growlers may be filled from barrels, casks, tanks, or kegs of malt beverages manufactured on the licensed premises, subject to the barrel production limitation prescribed in Sec. 3-90. Only professionally sanitized and sealed growlers may be filled and made available for retail sale. Each growler must be securely sealed and removed from the premises in its original sealed condition. Except as authorized in accordance with an ancillary tasting permit as hereinafter provided, consumption on the premises is strictly prohibited; however, this prohibition shall not apply with respect to sales pursuant to a license for consumption on the premises, provided that no filled growlers may be consumed on the premises."

Section 6: Section 3-90 of the Code is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

"Sec. 3-90. Exception for brewpubs.

A limited exception to the provisions of this chapter which implement and enforce the three-tier system for the manufacture, distribution and sale of malt beverages established under state law shall exist for owners and operators of brewpubs, subject to the following terms and conditions:

- (a) No individual or person shall be permitted to own or operate a brewpub without first obtaining a proper brewpub license from the council pursuant to the procedures set forth in Article I of this chapter, and each brewpub licensee shall comply with all other applicable state and local license requirements;
- (b) A brewpub license authorizes the holder of such license to:
 - (1) Manufacture on the licensed premises not more than 10,000 barrels of malt beverages in a calendar year solely for retail sale;
 - (2) Operate an eating establishment that shall be the sole retail outlet for such malt beverages;
 - (3) Operate an eating establishment that may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, including wine, distilled spirits, and malt beverages, provided that such alcoholic beverages are purchased from a licensed wholesaler; and, provided, further, that in addition to draft beer manufactured on the premises, each brewpub licensee shall offer for sale commercially available canned or bottled malt beverages from licensed wholesalers; and
 - (4) Notwithstanding any other provision of this paragraph, sell up to a maximum of 5,000 barrels annually of such malt beverages to licensed wholesale dealers. Under no circumstances shall such malt beverages be sold by a brewpub licensee to any person holding a retail consumption dealer's license or a retailer's license for the purpose of resale;
- (c) Possession of a brewpub license shall not prevent the holder of such license from obtaining a license for the sale of alcoholic beverages by the package, excluding distilled spirits, for the same premises;
- (d) A brewpub license does not authorize the holder of such license to sell alcoholic beverages by the package for consumption off the premises; and

(e) A brewpub licensee shall:

- (1) Pay all state and local license fees and excise taxes applicable to individuals or persons licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
- (2) Measure malt beverages manufactured on the premises and otherwise comply with applicable rules and regulations respecting excise and enforcement tax determination of such malt beverages as required by state and local law."

Section 7: It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of The Code of the City of Alpharetta, Georgia, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

Section 8: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 10: This Ordinance shall become effective immediately upon adoption.

SO ORDAINED this _____ day of _____, 2016.

CITY OF ALPHARETTA, GEORGIA

ORDINANCE NO. _____

By: _____
David C. Belle Isle, Mayor

COUNCIL MEMBERS

(SEAL)

Attest:

City Clerk

First Reading _____

Second Reading _____

Adopted _____



STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet, Senior Engineer
Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: CCTV STORMWATER PIPE CAMERA

II. RECOMMENDATION:

Please award RFP No. 16-107 to Optical Robotics LLC in the amount of \$77,961.00 for the purchase of a Closed Circuit Television (CCTV) pipeline inspection camera, computer, software, training, and associated installation and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$ 77,961.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
CCTV Pipeline Inspection Camera/EPA Grant (34041100-542100-G1602)	\$52,910.00
Storm/Drainage Repair and Maintenance (30141100-541430-C1216)	\$25,051.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
EPA Grant (34041100-331310-G1602)	\$29,100.00
-	\$0.00

IV. REPORT IN BRIEF:

The award for this proposal is for the purchase of a pipeline inspection camera to perform necessary video inspections of underground storm sewer pipeline throughout the City. In July of 2015 the City was awarded a grant from the Environmental Protection Agency (EPA) in the amount of \$29,100 for field inspections of stormwater pipes using a robotic camera and other accessories to identify potential hazardous conditions. Along with equipment the proposal includes the necessary training of staff to properly utilize the equipment and retro-fitting the City's existing 10'x7' enclosed trailer currently housing the old pipeline inspection equipment.

In 2005 the City purchased pipeline video inspection recording equipment and software. Since 2005 much advancement in technology has been made in the pipeline video inspection market. Currently the old system has no way of providing digital videos to upload, and reports generated are very generic and lacking needed details.

The City has spent significant time and funding mapping the storm sewer infrastructure to identify City maintained storm infrastructure. Having this data better serves the Public Works department in identifying capital improvement projects, maintenance responsibility, and maintaining compliance with the City's Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit. With the new camera and software we can integrate our current stormwater structure and conveyance database into the software provided, allowing the user to accurately add appropriate attribute information regarding the pipe being inspected.

Due to the age and miles on the current camera system, some pipes are not accessible or impassable due to debris or other defects in the pipe completely stopping any video inspection from moving forward. The new camera will be steerable and have significantly more power allowing more mobility to move around and over

objects within the pipe.

The Department of Public Works, with guidance from the Finance Department, prepared a Request for Proposal (RFP) and advertised in January 2016. On February 11, 2016, the City received proposals from a total of four companies. The four companies were evaluated on the following criterion using a scale of 0-5; 5 being the highest available for any criteria.

1. Technical Specifications
2. Ease of service and Maintenance
3. Cost Proposal
4. Product Demonstration

After each criterion was scored a final score was given to each company. Below is the final score based on the criteria set forth in the (RFP) from highest ranked to lowest.

Optical Robotics, LLC.	4.12
Adams Equipment Co., Inc.	4.01
Environmental Products of Georgia	3.70
Municipal Equipment Sales	3.68

Optical Robotics, LLC's camera had the best all-around capabilities of any camera demonstrated. The camera easily moved through the pipeline and over debris. The software for reporting provided a very detailed report that was user friendly and capable of being integrated into an ArcGIS platform. Optical Robotics can perform repairs to the camera at their Smyrna shop decreasing down time and allowing for quick service. Thus the evaluation panel recommends that Optical Robotics, LLC. (DBA Cobra Technologies) be awarded (RFP) 16-107 for the purchase of pipeline video inspection equipment and software.

Once a purchase order has been issued for the equipment, Optical Robotics, LLC will pick up the current trailer within seven days. After receiving the unit Optical Robotics will remove the existing CCTV inspection equipment and install the new equipment. Optical Robotics will have the new equipment installed and delivered no longer than three weeks later.

V. ALTERNATIVES:

VI. ATTACHMENTS:

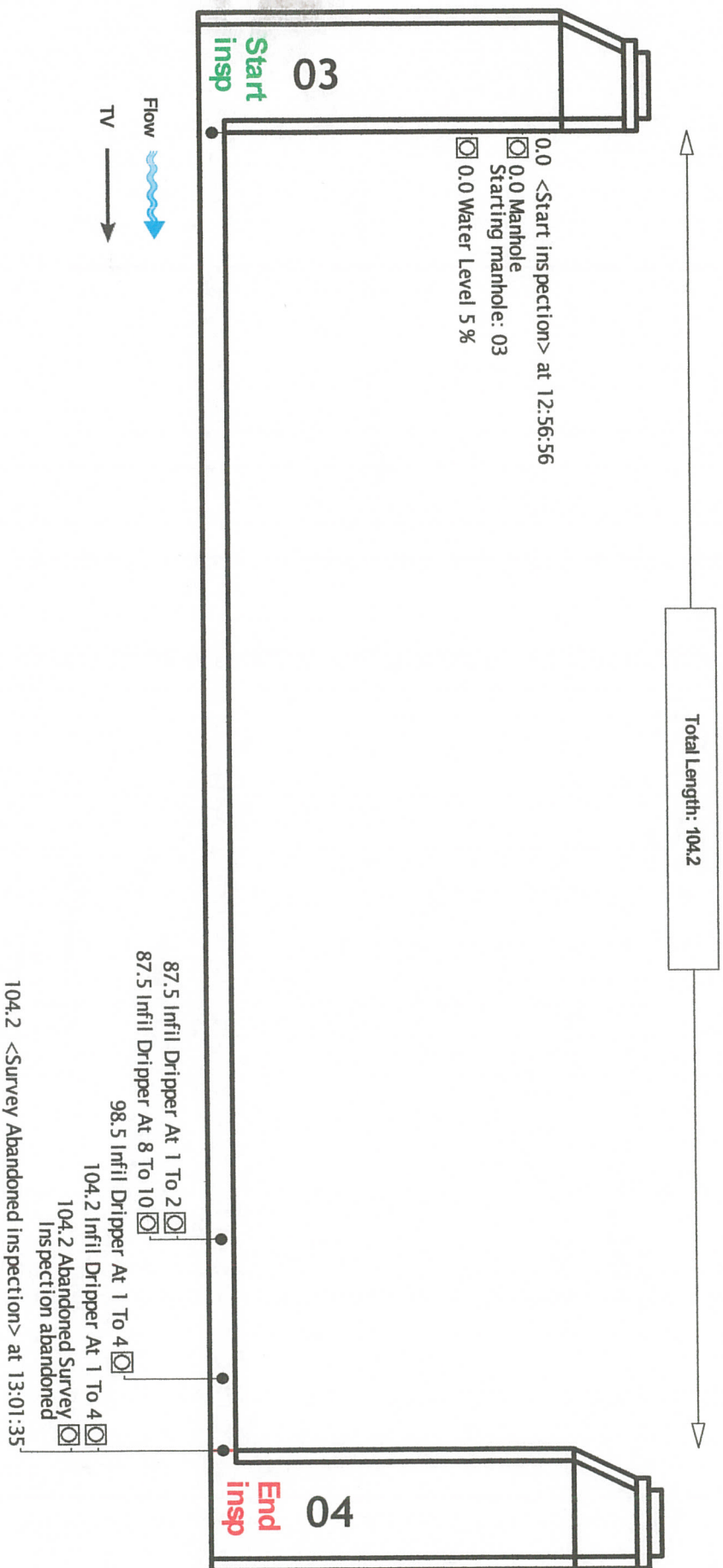
Picture of Optical Robotics proposed camera / crawler unit to be purchased, Sample pipeline inspection report from product demonstration



Cross Section Report

MH 03 to 04
Downstream Inspection

PSR				Street		City		Date		Time		Weather	
Test Cobra 2				525 Taylor Rd		Lynchburg		02/10/2016		12:56:56			
Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status	Additional Info	Purpose	Sheet	Video Name			
72		Circular	RCP	104.2		Survey A...			1	Test Cobra 2_58_02_10_2016.mpg			



- ☒ = image attached
- ☒ = video attached
- ☒ = uninspected portion

Plan View Report

MH 02 to 03

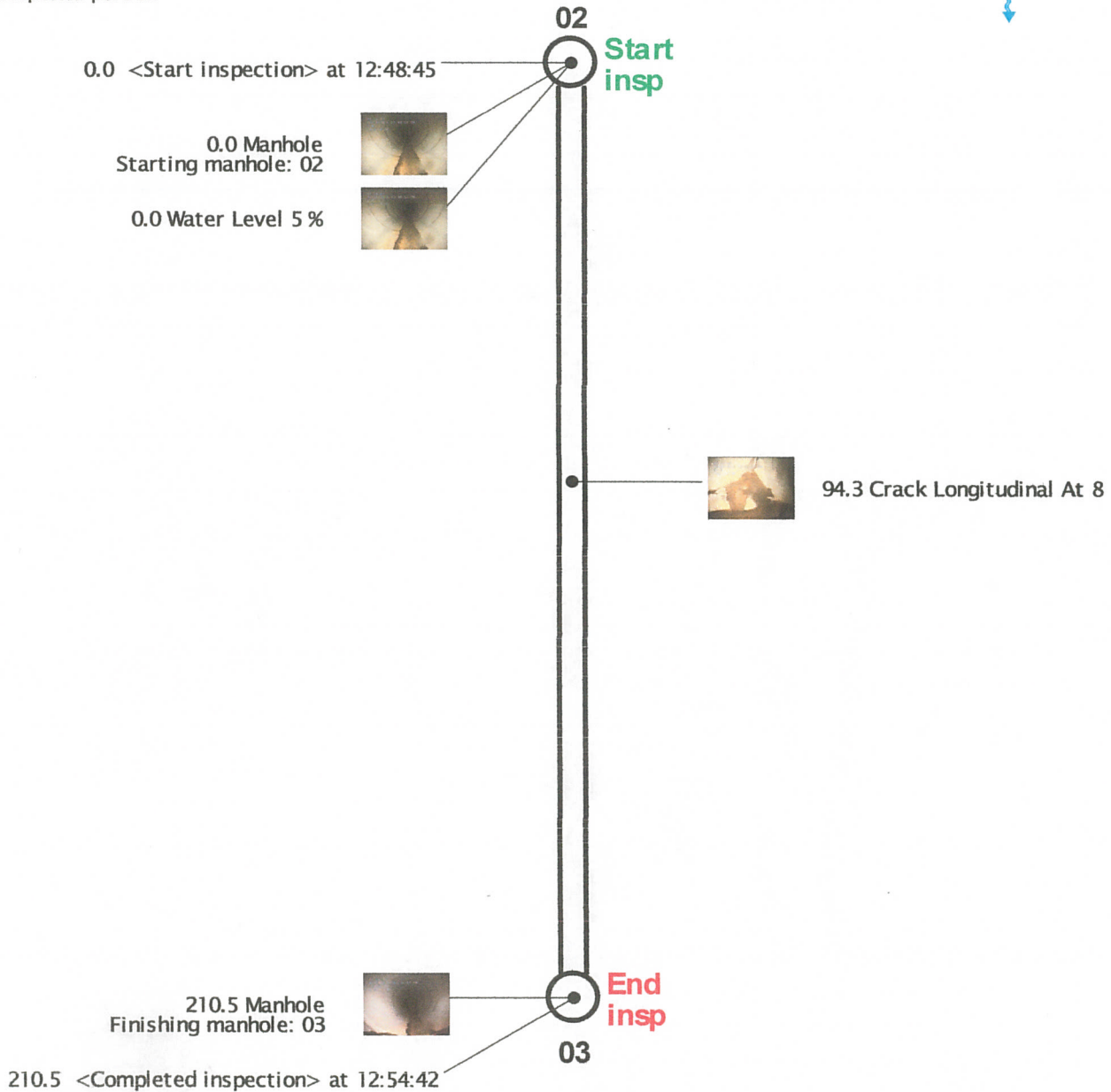
Downstream Inspection

PSR Test Cobra 1			Street 525 Taylor Rd			City Lynchburg			
Date	Time	Weather	Ht/Dia	Width	Shape	Material	Length Surveyed	Total Length	Status
02/10/2016	12:48:45		72		Circular	RCP	210.5		Completed
Video Name			Additional Info			Purpose		Sheet	
Test Cobra 1_57_02_10_2016.mpg			☒					1	

- ☒ = video attached
 ☒ = uninspected portion

Flow

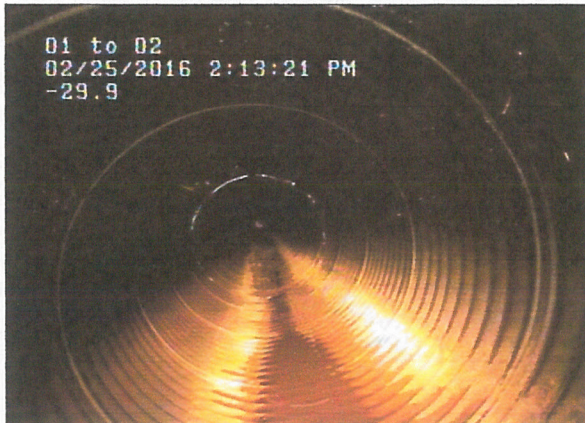
 TV

Images Report

MH 01 to 02

PSR 2331			Street 1790 Hembree Rd			City Alphretta			
Date 02/25/2016	Time 14:03:38	Weather	Ht/Dia 24	Width	Shape Circular	Material Corr...	Length Surveyed 0.0	Total Length	Status Survey A...
Video Name 2331_86_02_25_2016.mpg					Additional Info		Purpose	Sheet 2	



Distance	Counter	Code
0.0	247	MWL

Water Level

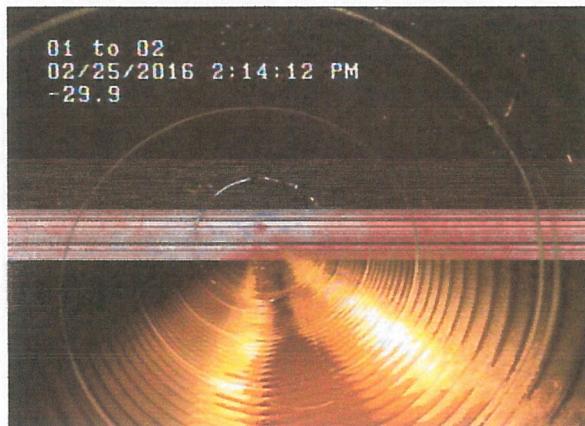
2331_86006.jpg



Distance	Counter	Code
0.0	255	CM

Crack Multiple

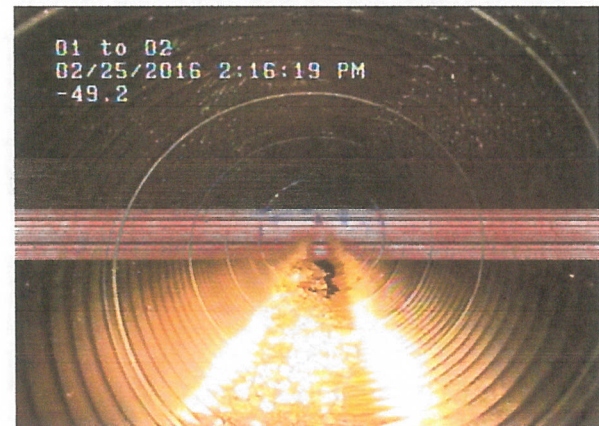
2331_86007.jpg



Distance	Counter	Code
0.0	285	D

Deformed

2331_86008.jpg



Distance	Counter	Code
0.0	407	DSF

Deposits Settled Fine

2331_86009.jpg



STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By:

Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: ALPHARETTA BIKE SHARE PROGRAM

II. RECOMMENDATION:

Please award the contract for the Alpharetta Bike Share program to Zagster in the amount of \$21,840.00 (three locations) and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST: \$21,840.00 (\$6,000 STARTUP COSTS;
\$15,840 ANNUALIZED OPERATING COSTS)

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Bike Share Program - Operations (10061100-523860)	\$15,840.00
Bike Share Program - Equipment (10061100-542100)	\$6,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

Bike sharing is an innovative transportation program, ideal for short distance point-to-point trips providing users the ability to pick up a bicycle at any self-serve bike-station and return it to any other bike station located within the system's service area. Bike share programs have documented health benefits (e.g. exercise) as well as environmental benefits when implemented as a transportation alternative.

The Alpharetta Bike Share program will provide residents and visitors a bike-friendly transportation alternative. Bike "docking" stations will be located in designated areas in the City for people to access. Initial locations will be along the Big Creek Greenway (3 locations total).

- One time fees include the installation of bike stations at each location which has spaces for 8 adjustable bicycles. The cost per station is \$2,000 (\$6,000 total for the three stations).
- Recurring fees are comprised of monthly maintenance charges of \$110 per bicycle which totals \$15,840 annually (4 bicycles per location * 3 locations * \$110 monthly maintenance charge * 12 months). This fee is paid annually in advance.

Bicycles will be rented by accessing Zagster's website or mobile app. Fee schedule will be determined by the City. Typically, bicycles are provided at no charge for the first few hours and rented at a fee for anything in excess of the waived hours. Zagster will be responsible for collecting program fees and remitting to the City a percentage (generally 80% to 90%) of the net revenues monthly. Should the program meet City goals, additional bicycle stations could be added at the base rates set forth above.

Zagster is a leader in the bike sharing industry with numerous cities (e.g. Cleveland OH, Huntingburg IN, Hastings MN, Smyrna GA, etc.), universities (Yale University, Duke University, Cal State, etc.), and corporate campuses (Samsung, General Motors, Quicken Loans, etc.) as customers. As provided under the City's Procurement Policy, the City is leveraging the City of Smyrna's (GA) competitive selection of Zagster (Request for Information 15-I issued in June 2015). Zagster is extending the same terms of the competitively procured Smyrna GA contract to Alpharetta.

Staff has contacted references that attest to Zagster's enthusiasm and competency as a provider of bike share services and has found their technology to be intuitive and user friendly.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Contract, Zagster Info and Smyrna GA RFI backup



Zagster, Inc
24 Thorndike Street
Cambridge, Massachusetts 02141
United States
844-ZAGSTER

ORDER for City of Alpharetta GA
Order: SO-0000627
Date: 3/10/2016
Prepared by: Chad Jacobs

Order

Company Information

Bill To:

City of Alpharetta GA
City Hall 2 Park Plaza (2nd Floor)
Alpharetta, Georgia 30009
United States

Billing Contact: Shawn Mitchell

Billing Email: smitchell@alpharetta.ga.us

Billing Phone: (678) 297-6016

Payment Terms

Payment Terms: Net 30 Days

Product & One Time Fee Lines

Product & One Time Fee	Quantity	Unit Price	Total
Zagster Standard Adult Bike	12.00	\$0.00	\$0.00
Bike Parking Space (included with Bike)	12.00	\$0.00	\$0.00
Location Implementation/Setup Fee	3.00	\$2,000.00	\$6,000.00
Extra Bike Parking Space	12.00	\$0.00	\$0.00

Service Lines

Service	Date Start - Date End	Quantity	Term	Unit Price	Total
Zagster Service Fee per Bike	5/1/2016 - 4/30/2017	12.00	12 Mon	\$110.00/Mon	\$15,840.00

Products and Services Total: \$21,840.00

Net Amount: \$21,840.00

Total Applied Payments: \$0.00

Balance Due Amount: \$21,840.00

Additional Terms

Location Implementation/Setup Fee

Company will pay to Zagster non-refundable one-time fees in the amounts described below to set-up and install the Zagster Bicycles at the locations set forth in the Launch Notification Form (the "Locations") and for such other materials as may be mutually agreed to by the parties and set forth in the description below. The Company will pay the one-time fees to Zagster on or before the Launch Date.

Company Name: City of Alpharetta GA

Zagster, Inc

Signature

David Belle Isle

Name (Please Print)

Mayor

Title

Date

Signature

Timothy Ericson

Name (Please Print)

CEO

Title

Date

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City of Alpharetta, GA

Approved as to Content:

Mike Perry, Director of Recreation and Parks

Approved as to form:

Scott T. Hastey, Esq., City Attorney



ATTACHMENT 1
TO
ZAGSTER, INC. ORDER FORM

Master Services Agreement

This term (the "Term") of this Master Services Agreement shall be as set forth in the Order Form between the parties dated as of the Effective Date (the "Order Form").

Schedule A

Zagster Services and Fees

1. **Description of Zagster Service.** During the term of this Agreement, Zagster will provide to Company the following (collectively, the "Zagster Service");
 - a. The Zagster Bicycles set forth in Section 5 below and the right for Users to access and use the Zagster Bicycles as described in Section 9 below.
 - b. A Site Survey to determine the Locations and Launch Date.
 - c. A license to use Zagster's proprietary bicycle rental management software (the "Zagster Software") and accompanying user information (the "Documentation") pursuant to Section 7 below.
 - d. Routine maintenance on the Zagster Bicycles to address usual and customary wear and tear maintenance on the Zagster bicycles as described in more detail in Section 8 below. Company acknowledges that routine maintenance does not cover abuse, theft, vandalism, accident and/or similar issues while the bicycles are not in use by Users unless Company has elected to include such coverage and has paid the applicable fees set forth in Section 5 below.
 - e. Automated locks and bicycle racks to be used with the Zagster Bicycles, subject to payment of the one time fee described in Section 4 below.
 - f. The Zagster marketing materials
 - g. Zagster customer services for Users as they are generally commercially available from time to time.
2. **Term of Agreement; Exclusivity.** The initial term of this Agreement will commence on the date as set in the Order Form and, unless terminated earlier in accordance herewith, will continue for a period of 12 months from the Launch Date. This Agreement will automatically renew for successive 12 month periods unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the then current term. During the term of this Agreement, Company agrees that Zagster shall be the only bicycle sharing and/or bicycle rental service promoted and used by Company. Unless otherwise mutually by the parties in writing, Zagster will not increase the fees payable hereunder for any renewal term.
3. **Launch Date; Site Survey.** Company acknowledges and agrees that Zagster may perform a survey of the site where Company desires that the Zagster Bicycles be installed. Zagster will perform this survey promptly after the Effective Date and the parties will mutually agree on the location of installation and the date the Zagster Service will be launched at that location. For purposes hereof, the "Launch Date" means the date on which the Zagster Service is fully implemented for Company at the first launch Location. The launch of the Zagster Service on the Launch Date is subject to both Zagster and the Company fulfilling all of their obligations under this Agreement which are required to be fulfilled to enable Zagster to launch the Zagster Service, including without limitation payment of the one-time fee set forth in Section 4 below. Promptly after the Launch Date, Zagster will provide Company with a Launch Notification Form, in the form set forth at <http://www.zagster.com/LaunchNotificationForm> (password: B1k3s), which will inform Company of the mutually agreed to initial installation Location and the Launch Date. Additional Locations or Bikes may be added from time to time by mutual written agreement of the parties using the Additional Location Form set forth at <http://www.zagster.com/AddLocationForm> (password: B1k3s).

[Remainder of page intentionally left blank]

4. **One Time Fees.** Company will pay to Zagster non-refundable onetime fees in the amounts described in the Order Form to setup and install the Zagster Bicycles at the locations set forth in the Launch Notification Form (the "Locations") and for such other materials as may be mutually agreed to by the parties and set forth in the Order Form. The Company will pay the one-time fees to Zagster on or before the Launch Date.
5. **Recurring Fees and Number of Zagster Bicycles.** During the Term, Zagster will provide the number of bicycles ("Zagster Bicycles") at the Locations set forth in the Launch Notification Form as set forth in the Order Form. The number of Zagster Bicycles may be increased, with a corresponding increase in the Recurring Fees to be paid by Company, by mutual written agreement of the parties pursuant to the form set forth at <http://www.zagster.com/AddLocationForm> (password: B1k3s).

Recurring Fees Payment Terms: Payment terms are described in the Order Form.

6. **Marketing.** Zagster will provide to Company (a) a Zagster Account Manager and (b) the Zagster Marketing Materials to promote Zagster's bike sharing program. In addition, Zagster will provide the Company with Zagster's standard signage (the "Zagster Signage") at or adjacent to all Zagster locations at the locations set forth in the table above (the "Locations"). The Zagster Signage will be substantially similar to that described at www.zagster.com/signage (password: B1k3s). Prior to the Launch Date, Zagster will also provide the Company's marketing contact with training on the Zagster Service and the use of the Zagster Software. This training may be provided on site or online at Zagster's discretion.
7. **License Grant.** Subject to the terms and conditions of this Agreement and payment of the fees described herein, Zagster hereby grants Company a nonexclusive, nontransferable license in the United States for the term of this Agreement to access and use the Zagster Software as hosted by Zagster and the related Documentation solely for Company's management of the Zagster Bicycles at the Locations. Company may not redistribute or permit third parties to access or use the Zagster Software. Company agrees to maintain the security and confidentiality of the user names and passwords provided by Zagster to the Company in connection with Company's use of the Zagster Software. Except for the rights granted to Company in this Section, all right, title and interest in and to the Zagster Software and the Documentation, including without limitation all intellectual property embodied therein, shall remain exclusively in Zagster. The license granted hereunder includes no rights in or to the source code versions of the Zagster Software or to the object code version of the Zagster Software, other than to the object code version as hosted by Zagster. Neither Company nor its employees shall attempt to reproduce, copy, disassemble, alter, decompile or otherwise reverse engineer or modify or create derivative works of the Zagster Software in any way. Neither Company nor its employees shall make access to the Zagster Software available to others in connection with a service bureau, application service provider, or similar business, nor permit anyone else to do so.
8. **Maintenance Services.** Zagster will provide the following maintenance services (the costs of which will be included in the Recurring Fees as outlined in Section 5 above) with respect to the Zagster Bicycles (the "Maintenance Services"):
 - a. Zagster maintenance personnel will visit each of the Locations on a regular basis to inspect the Zagster Bicycles and perform the following maintenance services on the Zagster Bicycles: (i) replace worn tires, (ii) replace worn drive train components, (iii) clean and lube drive train components, and (iv) general cleaning.
 - b. Zagster will, at Zagster's option, either replace or fully refurbish the Zagster Bicycles as reasonably necessary, but no less frequently than every two years from the Launch Date.
9. **Zagster Membership**
 - a. Generally. Each person that has been authenticated by Zagster and is a Zagster member in good standing shall be eligible to use the Zagster Bicycles (a "User") at the usage rates set forth at www.zagster.com and subject to Zagster then current policies and procedures, including without limitation the terms and conditions of Zagster's member agreement. To become a Zagster member, a person shall complete Zagster's membership application and, if approved for membership by Zagster, shall enter into Zagster's member agreement in the form set forth at www.zagster.com. Zagster may revise the membership application and member agreement, as well as membership fees, from time to time at its sole discretion. Zagster owns all right, title and interest in and to any and all information and data submitted to Zagster by Users and prospective users. Company will have the right to set the usage fees charged to Users for use of the Zagster Bicycles and Zagster will publish such rates to Users. Notwithstanding the foregoing, if Company is a hotel, Zagster agrees that Company's guests may use the Zagster Bicycles as Users without becoming a Zagster member provided that Company requires the User to sign Zagster's standard liability waiver in the form provided by Zagster to Company from time to time (the "Waiver") and Company shall retain the originally signed Waivers for a period of at least six (6) years from the date of each use by a User.
 - b. **Payment of Membership and Usage Fees.** Users shall be responsible for paying, via credit card, Zagster's annual membership fee, usage fees, and such additional fees and charges as set forth at www.Zagster.com, as adjusted from time to time in Zagster's sole discretion. All fees paid by Users will be processed by Zagster's third party credit card processor and Zagster will not receive, process, retain or maintain any credit card data. Zagster will share a portion of the usage fees actually collected from Users that use the Zagster Bicycles at the Locations with Company less usage fees which Zagster credits or reimburses the User (the "Net Usage Fees"). Within thirty (30) days from

the end of each calendar quarter during the Term, Zagster will remit to Company 93% of the Net Usage Fees and a report summarizing the calculation of Net Usage Fees. Zagster may offset against the Net Usage Fees any and all other amounts, fees, or charges due from Company to Zagster hereunder.

[Remainder of page intentionally left blank]

Schedule B

Company Obligations

1. **Generally.** During the term of the Agreement, Company will:

- (a) Permit Zagster personnel to access each Location, at mutually agreed dates and times, to perform a site survey, take pictures of the Location, and otherwise review and inspect the Location with Company personnel to determine a mutually agreed to area at each Location to install the Zagster Signage, Zagster Bicycles and Zagster bicycle racks.
- (b) Provide the required square footage in a mutually agreed to area at each Location to enable Zagster to install the Zagster bicycle racks and Zagster Bicycles and provide the necessary additional space for any mutually agreed to increase in the number of Zagster Bicycles. In addition, Company agrees to receive shipments of the Zagster Bicycles and related materials and will store the Zagster Bicycles and related materials in a secure location until Zagster personnel arrive to install same. Company shall permit Zagster to dispose of shipping materials at the Locations and provide access to Company's trash facilities in connection with same.
- (c) Permit Zagster personnel to access each Location, at a mutually agreed to date and time, to setup and install the Zagster Bicycles and Zagster Signage at the Locations, including installation of appropriate bicycle racks to be provided by Zagster, and to take pictures of the Zagster Bicycles as installed at each Location. Only upon its prior written authorization (which shall not be unreasonably withheld) will Company agree to allow Zagster to use the pictures for marketing Zagster Services.
- (d) Permit Zagster personnel to access the Locations during normal business hours MondayFriday, or as may be otherwise required, to provide Maintenance Services. Company will provide Zagster with an appropriate number of parking passes to be provided to Zagster personnel to enable Zagster personnel to access the Locations without charge.
- (e) Keep all Locations where Zagster Bikes are stored clean and debris-free and comply with Zagster's then standard requirements for the Zagster Service set forth at www.Zagster.com/LocationRequirements (password: B1k3s).

2. **Marketing.**

- (a) *Information.* Following the Effective Date, Company will provide to Zagster the information and materials required to implement the Zagster Service at the Company's Locations.
- (b) *Marketing Contact.* Company will assign and maintain an appropriate Company contact who will (i) have responsibility for all interactions with Zagster regarding matters covered by this Agreement, (ii) be reasonably accessible to Zagster during normal business hours, and (iii) use the Zagster Marketing Materials to promote the availability of Zagster Bicycles and/or work with Zagster to create relevant materials. Company acknowledges and agrees that the success of the program will depend on the level of marketing support provided by the Company. The marketing contact will be responsible for training Company's employees with respect to the Zagster Service and the Zagster Software
- (c) *Marketing Obligations.* Company's marketing contact will coordinate marketing opportunities with Zagster and will assist Zagster in marketing the Zagster Service to Users and prospective users. The Company may use the Marketing Materials for the sole purpose of marketing the Zagster Service to Users and prospective users. Further, if Company desires to create custom email communications or other marketing materials, Company may do so subject to Zagster's prior review and approval, which will not be unreasonably withheld or delayed. Zagster may provide any approvals required under this section via email. Zagster shall not distribute or publish any Marketing Materials contemplated under this Agreement, or otherwise make any public statements in any social forum or medium relating to this Agreement or referencing this arrangement with the Company without the prior written consent of the Company (which shall not be unreasonably withheld).
- (d) *Zagster Marketing Rights.* Company, at its sole discretion, will provide Zagster with a list of Company's prospective users of the Zagster Bicycles, which list shall include name, email address, and other mutually agreed to information (the "Marketing List"). Company hereby agrees that Zagster may use such Marketing List to send marketing information and materials about Zagster and the Zagster Bicycles available at the Locations, provided, that Zagster receives prior written approval of the proposed marketing information from Company (which shall not be unreasonably withheld) and that Zagster provides the recipients with the ability to optout of receiving future communications.

3. Zagster Bicycles.

- (a) Company will use reasonable efforts to report any maintenance issues relating to Zagster Bikes or the Zagster Bike Racks or facility on Company premises. Such reasonable efforts by the Company will be construed only to mean a general visual inspection to look for flat tires, obvious and material cosmetic defects to the bicycles and/or racks, and graffiti. Zagster will respond to all maintenance issues reported by Company as soon as commercially practicable.
- (b) At Zagster's request, unless Company has elected Damage Coverage, Company shall reimburse Zagster for the costs, including costs of labor, to replace and/or repair Zagster Bicycles (only if it is apparent that such Bicycles are vandalized, stolen or damaged while not in use by a User but not for normal or expected wear and tear due to routine usage nor for damage, vandalism, or Zagster Bicycles stolen while in use by a user), Zagster automated locks, and/or Zagster bicycle racks that have been vandalized, stolen, and/or damaged by accident or misuse or abuse. Zagster shall invoice Company for such costs on a regular basis and shall accompany the invoice with supporting documentation. Company shall pay such invoices within thirty (30) days of receipt.
- (c) Company will use its commercially reasonable best efforts to promptly remove all nonZagster bicycles from the Zagster bicycle racks at the Locations.

[Remainder of page intentionally left blank]

Schedule C

Terms and Conditions

1. **Services; Relationship of the Parties.** Subject to the terms and conditions of this Agreement, Zagster will provide the Zagster Service set forth in Schedule A and Company will perform the obligations set forth on Schedule B. The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person.
2. **Payment Terms.** Other than the One Time Fees, which shall be due and payable in accordance with Schedule A, all fees payable hereunder are due within 30 days from the date of Zagster's invoice. If Company fails to pay an invoice in a timely manner, Zagster will give Company written notice. If Company fails to make payment within 10 business days of Zagster's notice, then (a) Zagster will have the right to enter Company's property after Zagster notifies Company of its intention to remove its equipment during normal business hours and remove the Zagster Bicycles and Zagster bicycle racks, signage and any other Zagster materials, and Company will be liable for all fees, costs, and expenses actually incurred by Zagster in connection with such removal, and (b) interest will accrue on all amounts due from the original date due to the date paid, at the lesser of 12% per year or the highest rate permitted by applicable law. Company will pay all taxes or other governmental charges (including import duties) levied in connection with the Services.
3. **Insurance.** During the term of this Agreement, Zagster will maintain appropriate business and liability insurance protection covering its activities hereunder.
4. **Publicity.** Zagster may release a press release announcing the parties' relationship hereunder with the prior consent of Company, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval. Company must first expressly approve in writing any and all proposed uses of the Company's name, logos, trademarks and service marks (i) to, create marketing and advertising materials for Company to use to promote the Service to its employees and (ii) on Zagster's customer list which will be displayed on Zagster's website and in other publications. Each party consenting to use of its Marks hereunder shall remain the sole and exclusive owner of all right, title and interest in and to its Marks and the goodwill associated therewith. Upon termination of this Agreement, such use of the other party's Marks shall immediately cease.
5. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZAGSTER MAKES NO WARRANTIES WITH RESPECT TO THE ZAGSTER SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. NO WARRANTY IS MADE THAT THE ZAGSTER SERVICE WILL MEET COMPANY'S REQUIREMENTS.
6. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO COMPANY'S PAYMENT OBLIGATIONS AND EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY'S LIABILITY HEREUNDER WILL EXCEED THE FEES PAID AND PAYABLE FOR THE ZAGSTER SERVICE THAT IS THE SUBJECT OF THE CLAIM. COMPANY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK THAT IS REFLECTED IN THE FEES PAID BY COMPANY. THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
7. **Confidentiality; Suggestions.** Each party acknowledges that during the term of this Agreement the other party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Zagster acknowledges that Company's prospective user lists (if applicable) are proprietary to Company and Zagster will not use them, other than to provide Zagster Service hereunder, without Company's permission. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as Company hereunder. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 7 and that in the event of any such failure, such party will not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving party's obligations and to seek immediate injunctive relief with respect thereto.

Company may, from time to time, provide suggestions, techniques, knowhow, comments, feedback or other input to Zagster with respect to the Zagster Service (collectively, "Suggestions"). Both parties agree that each Suggestion is and shall be given entirely voluntarily. Each Suggestion, even if designated as confidential by Company shall not, absent a signed, written agreement with Zagster, create an obligation of confidentiality for Zagster. Company agrees that it shall not give any Suggestion that is subject to license terms or restrictions that seek to require any Zagster technology, service, product or documentation incorporating or derived from such Suggestion, or any Zagster intellectual property, to be licensed or otherwise shared with Company or any third party. Furthermore, Company hereby assigns all right, title and interest in and to Suggestions to Zagster including without limitation all intellectual property rights therein, and will take any and all actions reasonably requested by Zagster to effect such assignment.

8. Termination.

- a. Company shall have a onetime right to terminate this Agreement, with such termination to be effective on the 60th day following the Effective Date, by providing written notice to Zagster at least ten (10) days prior to such 60th day. If Company does not exercise the foregoing right in accordance with the foregoing sentence, Company will have no further right to terminate this Agreement other than in accordance with Section 8(b) below. Should Company exercise its right to terminate the Agreement by the 60th day following the Effective Date, Company shall be liable only for the One Time Fees and for the Recurring Fees for the number of months Company has subscribed to the Zagster Service (plus any number of days beyond the last full month the Agreement is in effect on a prorated basis).
- b. If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach from the other party, then the other party may terminate this Agreement effective as of the end of that period. The commitment of an act of bankruptcy (such as a giving general assignment for the benefit of creditors) or the filing of a bankruptcy petition will be deemed a breach if not vacated within thirty (30) days of filing. It is recognized that some breaches are not capable of cure, such as a cessation of business. With respect to any such incurable breach by a party, if it remains possible to give notice, then upon such written notice by the other party this Agreement will be deemed terminated. If it is not possible then this Agreement will be deemed to terminate automatically upon such breach. In addition, if Company has entered into this Agreement in its capacity as a multi-family property owner or management company, Company may terminate this Agreement with written notice to Zagster terminating this Agreement within 30 days of the consummation of a change of control of Company which results in the assignment of this Agreement to Company's successor.
- c. No termination for cause will be deemed a waiver of any claim for damages by the terminating party.
- d. Upon the termination of this Agreement, each party will promptly destroy or, on the other party's request, return all of the other party's Confidential Information, including all copies thereof. The payment and fee provisions of Schedule A shall survive any termination or expiration of this Agreement with respect to any unpaid fees due and owing hereunder. Sections 5, 6, 7, 8, and 9 of this Schedule C shall survive any termination or expiration of this Agreement.

9. **Miscellaneous.** Each party represents and warrants to the other that it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement. This Agreement, including all of the Schedules hereto, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document will not modify or add to the terms of this Agreement unless mutually agreed in writing by the parties. This Agreement may be amended only by a written agreement between the parties. If one party fails to enforce any provision of this Agreement, such party will not be precluded from enforcing the same provision at another time. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of the other party; provided, however, either party will have the right to assign this Agreement to its successor in the event of a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Agreement relates. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement will remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of laws provisions thereof. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Cobb County, Georgia and consent to the exclusive jurisdiction of such courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other party. The paragraph headings contained in this Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Agreement. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not be limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility out failures, industrywide shortages of labor or material, or natural disasters.

10. **Indemnification.** Notwithstanding any limitations on liability that have been previously stated, Zagster agrees to defend, indemnify and hold harmless Company, Company's affiliates, its officers, directors, shareholders, members, employees or agents from any and all third party claims asserted against Company by a third party ("Third Party Claims") alleging (i) the gross negligence or willful misconduct of Zagster or its employees in the performance of the services hereunder (ii) infringement by the Zagster Software or Zagster trademarks of the third party's intellectual property rights; and Zagster shall pay all damages awarded by a court of

competent jurisdiction or agreed to in settlement with respect to such Third Party Claims; provided, that (i) Company shall provide Zagster with written notice promptly upon learning of any Third Party Claims or complaints that may reasonably result in the indemnification of Company, provided, however, that failure by Company to provide notice to Zagster shall not relieve Zagster of its obligations under this Section unless such failure prejudices Zagster's defense or settlement of the Third Party Claim; (ii) Company will permit Zagster to control the defense and settlement of the Third Party Claim, provided Zagster may not settle the Third Party Claim in a manner adverse to Company or which would impose liability on Company without Company's prior written consent (which will not be unreasonably withheld or delayed); and (iii) Company will provide Zagster with assistance in the defense and settlement of the Third Party Claim at Zagster's expense. Company may (at its own cost) engage its own counsel to participate in the defense and settlement of the Third Party Claim.



BIKE SHARE FOR CITY OF ALPHARETTA, GA

WHO/WHAT/WHEN/WHERE/WHY/HOW

WHO

Zagster is a leader in the booming bike sharing industry. With innovative technology, backing from leading transportation investors, and great customers like Huntingburg, IN, Hastings, MN, Cleveland, OH, Easton Town Center, General Motors, Samsung, Workday, Quicken Loans, Santa Clara University, Cal State, Duke University, Yale University, Princeton University, The Irvine Company, Kayne Anderson, The Bozzuto Group, The Bainbridge Companies, Related Management, Four Seasons Hotels, (and more!), Zagster is well-positioned to lead bike sharing into its next era.

WHAT

Zagster provides full-service, turnkey, innovative bike sharing systems. Customers enjoy the many benefits of bike sharing, without having to manage the operational headaches.

Included Services		
Hardware	Software	Operations
Bikes	Zagster iOS App	Complete Maintenance
Docks	Zagster Android App	Repairs and Replacements
Lockboxes	Text Reservation Support	24x7 Rider Phone Support
Locks	Custom Website	\$2M General Liability Policy
Custom Branding	Real-Time Data	Marketing Assistance
Custom Signage	Administrative Dashboard	Dedicated Account Management

WHEN

Up and running in as little as two weeks from when you sign on with Zagster. Seriously!

WHERE

Anywhere in the country, at locations in your community or property. As many as you want.

WHY

We understand that The City of Alpharetta is considering offering bike sharing in their community. Bike sharing is a key transportation tool, marked by a shift in the industry, for the world's leading communities and cities, and can support The City of Alpharetta's initiatives at a fraction of the cost of alternatives. To be successful for The City of Alpharetta, the solution must be:

- Automated, to provide a standardized, high-quality, cutting-edge experience
- Scalable, to easily grow when and where it's successful and be easily supported through sponsorship
- Sustainable, and marketed to promote ridership
- Safe and reliable at all times
- Fully supported by a vendor with experience managing programs for leading properties.

Zagster is uniquely suited to be a key transportation partner to The City of Alpharetta. We look forward to a long, successful partnership.

Timothy Ericson, CEO and Co-Founder



HOW

How do people join?

Custom website



LOCATIONSPRICINGHOW IT WORKSFAQSJOINLOGIN



Bike Share

at Yale University

Join and ride with our app. GET IT FOR  IPHONE &  ANDROID

Locations



Pricing

MEMBERSHIP FEE

\$30 billed annually

Rides shorter than 4 hours are FREE

then pay \$3/hour up to \$24/ride

You will be charged an additional \$30 late fee for keeping a bike over 24 hours.

JOIN

How It Works



1. BORROW

Enter your bike's number into the app and tap "START RIDE". You'll get a code to open and close the lockbox.



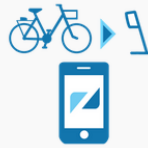
2. UNLOCK

Use the key from inside the lockbox to operate the U-lock that attaches the bike to its station. Close the lockbox before you ride.



3. RIDE

Have fun and stay safe! Use the U-lock to keep the bike secure if you make stops along the way. Your lockbox code will continue to work during your ride.



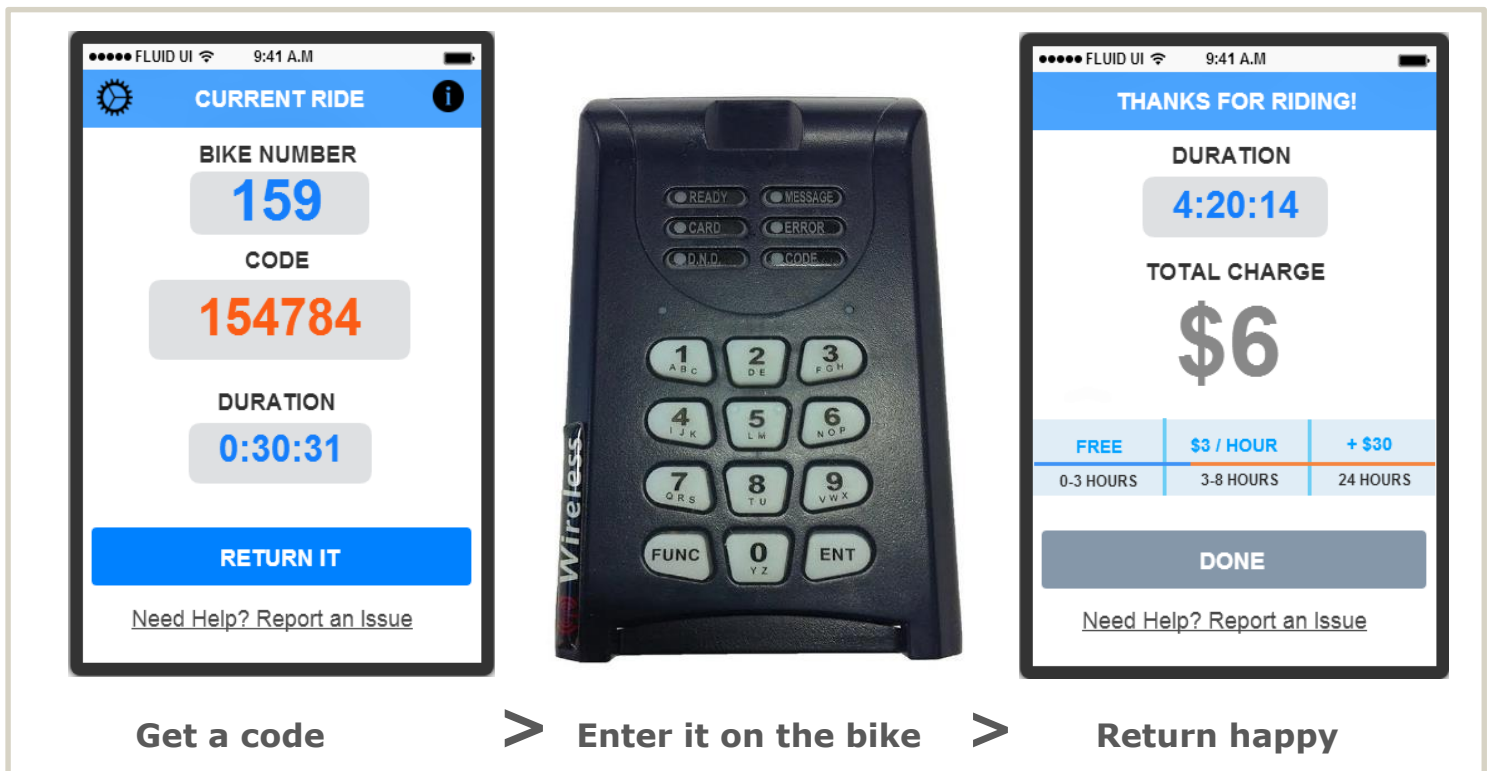
4. RETURN

When you're done, lock the bike back to a Yale Zagster station and close the lockbox. Then go to the app and tap "END RIDE".

You can also borrow bikes using SMS text messages. [Check out our Support page for more info.](#)

How do people ride?

Zagster Apps



No Smartphone?

Verizon 3G 2:35 PM 63% battery

< Messages (1) Zagster Contact

Start 155

Access Code: 2275334

On the lockbox, press 'ENT' button, enter code, then press 'ENT'.

Reply 'end' to finish your rental.

Bike: 155
Due by: [11/12/13 02:35PM](#)
Bike problems? Reply with 'issue'.

Reach us at 202.99.WF7AG

Text Message Send

No Problem

Verizon 3G 3:53 PM 40% battery mobile.zagster.com

+ Get Bike Zagster Logout

Current Rental

Access Code: 2714543
Bike #: 124
Bike is due at: 11/12/13 3:52PM

Bike needs maintenance?

End Rental

How do you know you're successful?

Zagster Dash

Reporting Tools

Reports

- Rental Report

Filters

☒ Bike # 131
 ☐ First Name
 ☐ Last Name
 ☐ Phone
 ☐ Email
- User Report

Statistics

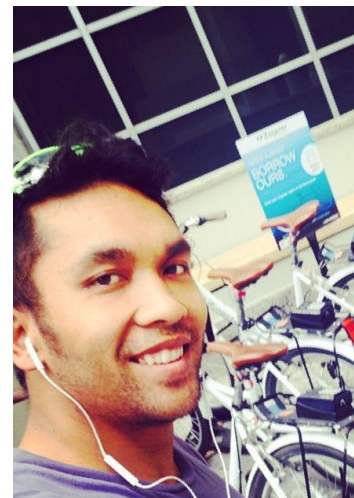
- User Count
- Rental Count
- Network Totals

Date From 10/25/2013
 To 11/12/2013

Base Network Stats		Total Users : 561	Total rentals : 5205	Weekday rentals : 3899	Weekend rentals : 1306	Average Rentals	Last 10 days
		Avg rentals per day : 25.27		Per weekend day : 22.19		New users : 9	
		Per weekday : 26.50				Rentals : 374	
						Average rentals : 37.00	
Name	Bike #	RentalStart	RentalEnd	Duration			
Karl Bag	131	Sterling Memorial Library	11/11/2013 5:50 PM	11/11/2013 6:00 PM	10 minutes		
Karl Bag	131	Sterling Memorial Library	11/11/2013 10:16 AM	11/11/2013 12:42 PM	2 hours, 26 minutes		
Ray Young	131	Sterling Memorial Library	11/7/2013 2:41 PM	11/7/2013 6:06 PM	3 hours, 24 minutes		
Ulysses Isidro	131	Sterling Memorial Library	10/31/2013 12:57 PM	10/31/2013 1:04 PM	6 minutes		
Chris Jajaga	131	Sterling Memorial Library	10/30/2013 2:14 PM	10/30/2013 3:51 PM	1 hours, 36 minutes		
Chris Jajaga	131	Sterling Memorial Library	10/29/2013 7:29 PM	10/29/2013 9:31 PM	2 hours, 2 minutes		
Marco Gonzalez	131	Sterling Memorial Library	10/29/2013 3:35 PM	10/29/2013 5:49 PM	2 hours, 14 minutes		
Marco Gonzalez	131	Sterling Memorial Library	10/29/2013 11:25 AM	10/29/2013 2:16 PM	2 hours, 51 minutes		
James Landefeld	131	Sterling Memorial Library	10/28/2013 9:58 AM	10/28/2013 11:28 AM	1 hours, 29 minutes		
Matthew Kutsch	131	Sterling Memorial Library	10/28/2013 9:25 AM	10/28/2013 9:25 AM			

Help Function

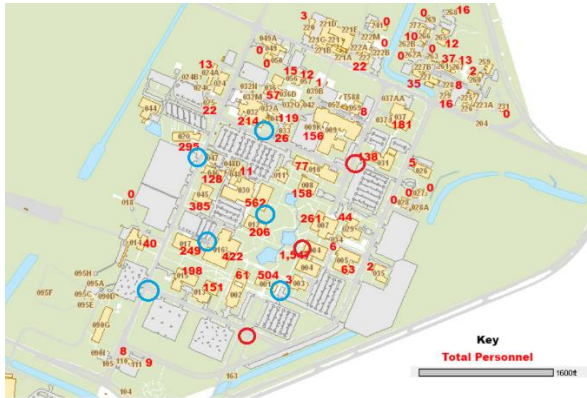
...And Smiling Faces



#zagster

How do you prepare for this?

Work with us to...

Pick your locations	
Choose rider pricing (you keep the revenue, minus 7% processing)	Rides shorter than 4 hours are FREE then pay \$3/hour up to \$24/ride
Choose a logo	 
Choose a website image	
Choose who is eligible	Public; or use email domains like @yourteam.com
Set additional parameters	Zagster can embed safety videos or custom text into our standard member sign-up workflow
And pick a start date	At least two weeks from signing on with Zagster

City of Smyrna, GA
Competitive Process Backup



Zagster, Inc
24 Thorndike Street Suite 2
Cambridge, MA 02141
Phone: 844-ZAGSTER

ORDER for City of Smyrna, GA
Order: SO-150602-0000171
Date: 6/2/2015
Prepared by: Bradley Ericson

Order

Address Information

Bill To:
City of Smyrna, GA
2800 King Street
Smyrna, GA 30080

Ship To:
City of Smyrna, GA
2800 King Street
Smyrna, GA 30080

Account Name: City of Smyrna, GA
Billing Contact: Penny Murphy
Billing Email: pmurphy@smyrnaga.gov

Billing Phone: (678) 631-5337

Terms and Conditions

Payment Method: Invoice
Payment Terms: Net 30 Days

Delivery Terms: FOB Source
Billing Method: Email

Remittance Information

Remit To:
Zagster, Inc
24 Thorndike Street, Suite 2
Cambridge, MA 02141
US

Please reference order number SO-150602-0000171 with your payment.

Product Lines

Product	Date Available	Quantity	Sales Price	Amount
Bike Parking Space (included with Bike)	6/2/2015	16.00 Each	\$0.00	\$0.00
Extra Bike Parking Space	6/2/2015	8.00 Each	\$0.00	\$0.00
Location Implementation/Setup Fee	6/2/2015	4.00 Each	\$2,000.00	\$8,000.00
Zagster Standard Adult Bike	6/2/2015	16.00 Each	\$0.00	\$0.00

Service Lines

Service	Date Start - Date End	Quantity	Term	Sales Price	Amount
Zagster Annual Service Fee per Bike	7/20/2015 - 7/19/2016	16.00	12 Mon	\$110.00/Mon	\$21,120.00
Monthly Theft Coverage per Bike	7/20/2015 - 7/19/2016	16.00	12 Mon	\$20.00/Mon	\$3,840.00

Products and Services Total: \$32,960.00
Net Amount: \$32,960.00
Total Applied Payments: \$0.00
Balance Due Amount: \$32,960.00

+ The unit price shown above has been rounded to two decimal places for display purposes.

Specific Terms

During the Term, Company shall receive the following:

1. The Zagster Bicycles set forth above and the right for Users to access and use the Zagster Bicycles.
2. A Site Survey to determine the Locations and Launch Date.
A license to use Zagster's proprietary bicycle rental management software (the "Zagster Software") and accompanying user information (the "Documentation").
3. Routine maintenance on the Zagster Bicycles to address usual and customary wear and tear maintenance on the Zagster bicycles as described in more detail in the Master Services Agreement. Company acknowledges that routine maintenance does not cover abuse, theft, vandalism, accident and/or similar issues while the bicycles are not in use by Users unless Company has elected to include such coverage and has paid the applicable fees as set forth in the Order Form above, if applicable.
4. Automated locks and bicycle racks to be used with the Zagster Bicycles, subject to payment of the one time fee described in the Order Form above.
5. The Zagster marketing materials described in the Master Services Agreement (the "Zagster Marketing Materials").
6. Zagster customer services for Users as they are generally commercially available from time to time.

This Order Form and the Master Services Agreement set forth below together constitute the legally binding agreement (the "Agreement") between the parties and supersede and replace any prior or contemporaneous agreements, understandings or arrangements between the parties, unless otherwise mutually agreed by the parties in a separate written agreement.

Additional Terms

Location Implementation/Setup Fee

Company will pay to Zagster non-refundable one-time fees in the amounts described below to set-up and install the Zagster Bicycles at the locations set forth in the Launch Notification Form (the "Locations") and for such other materials as may be mutually agreed to by the parties and set forth in the description below. The Company will pay the one-time fees to Zagster on or before the Launch Date.

Customer: City of Smyrna, GA

Signature

Name

Title

Date


A. Max Bacon
Mayor
6/22/2015

All rights reserved. Copyright Zagster, Inc



ATTACHMENT 1
TO
ZAGSTER, INC. ORDER FORM

Master Services Agreement

This term (the "Term") of this Master Services Agreement shall be as set forth in the Order Form between the parties dated as of the Effective Date (the "Order Form").

Schedule A

Zagster Services and Fees

1. **Description of Zagster Service.** During the term of this Agreement, Zagster will provide to Company the following (collectively, the "Zagster Service"):
 - a. The Zagster Bicycles set forth in Section 5 below and the right for Users to access and use the Zagster Bicycles as described in Section 9 below.
 - b. A Site Survey to determine the Locations and Launch Date.
 - c. A license to use Zagster's proprietary bicycle rental management software (the "Zagster Software") and accompanying user information (the "Documentation") pursuant to Section 7 below.
 - d. Routine maintenance on the Zagster Bicycles to address usual and customary wear and tear maintenance on the Zagster bicycles as described in more detail in Section 8 below. Company acknowledges that routine maintenance does not cover abuse, theft, vandalism, accident and/or similar issues while the bicycles are not in use by Users unless Company has elected to include such coverage and has paid the applicable fees set forth in Section 5 below.
 - e. Automated locks and bicycle racks to be used with the Zagster Bicycles, subject to payment of the one time fee described in Section 4 below.
 - f. The Zagster marketing materials described at <http://www.zagster.com/marketingmaterials> (the "Zagster Marketing Materials") which may be accessed by using the password "B1k3s".
 - g. Zagster customer services for Users as they are generally commercially available from time to time.
2. **Term of Agreement; Exclusivity.** The initial term of this Agreement will commence on the date as set in the Order Form and, unless terminated earlier in accordance herewith, will continue for a period of 12 months from the Launch Date. This Agreement will automatically renew for successive 12 month periods unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the then current term. During the term of this Agreement, Company agrees that Zagster shall be the only bicycle sharing and/or bicycle rental service promoted and used by Company. Unless otherwise mutually by the parties in writing, Zagster will not increase the fees payable hereunder for any renewal term.
3. **Launch Date; Site Survey.** Company acknowledges and agrees that Zagster may perform a survey of the site where Company desires that the Zagster Bicycles be installed. Zagster will perform this survey promptly after the Effective Date and the parties will mutually agree on the location of installation and the date the Zagster Service will be launched at that location. For purposes hereof, the "Launch Date" means the date on which the Zagster Service is fully implemented for Company at the first launch Location. The launch of the Zagster Service on the Launch Date is subject to both Zagster and the Company fulfilling all of their obligations under this Agreement which are required to be fulfilled to enable Zagster to launch the Zagster Service, including without limitation payment of the one-time fee set forth in Section 4 below. Promptly after the Launch Date, Zagster will provide Company with a Launch Notification Form, in the form set forth at <http://www.zagster.com/LaunchNotificationForm> (password: B1k3s), which will inform Company of the mutually agreed to initial installation Location and the Launch Date. Additional Locations or Bikes may be added from time to time by mutual written agreement of the parties using the Additional Location Form set forth at <http://www.zagster.com/AddLocationForm> (password: B1k3s).

[Remainder of page intentionally left blank]

4. **One Time Fees.** Company will pay to Zagster non-refundable onetime fees in the amounts described in the Order Form to setup and install the Zagster Bicycles at the locations set forth in the Launch Notification Form (the "Locations") and for such other materials as may be mutually agreed to by the parties and set forth in the Order Form. The Company will pay the one-time fees to Zagster on or before the Launch Date.
5. **Recurring Fees and Number of Zagster Bicycles.** During the Term, Zagster will provide the number of bicycles ("Zagster Bicycles") at the Locations set forth in the Launch Notification Form as set forth in the Order Form. The number of Zagster Bicycles may be increased, with a corresponding increase in the Recurring Fees to be paid by Company, by mutual written agreement of the parties pursuant to the form set forth at <http://www.zagster.com/AddLocationForm> (password: B1k3s).

Recurring Fees Payment Terms: Payment terms are described in the Order Form.

6. **Marketing.** Zagster will provide to Company (a) a Zagster Account Manager and (b) the Zagster Marketing Materials to promote Zagster's bike sharing program. In addition, Zagster will provide the Company with Zagster's standard signage (the "Zagster Signage") at or adjacent to all Zagster locations at the locations set forth in the table above (the "Locations"). The Zagster Signage will be substantially similar to that described at www.zagster.com/signage (password: B1k3s). Prior to the Launch Date, Zagster will also provide the Company's marketing contact with training on the Zagster Service and the use of the Zagster Software. This training may be provided on site or online at Zagster's discretion.
7. **License Grant.** Subject to the terms and conditions of this Agreement and payment of the fees described herein, Zagster hereby grants Company a nonexclusive, nontransferable license in the United States for the term of this Agreement to access and use the Zagster Software as hosted by Zagster and the related Documentation solely for Company's management of the Zagster Bicycles at the Locations. Company may not redistribute or permit third parties to access or use the Zagster Software. Company agrees to maintain the security and confidentiality of the user names and passwords provided by Zagster to the Company in connection with Company's use of the Zagster Software. Except for the rights granted to Company in this Section, all right, title and interest in and to the Zagster Software and the Documentation, including without limitation all intellectual property embodied therein, shall remain exclusively in Zagster. The license granted hereunder includes no rights in or to the source code versions of the Zagster Software or to the object code version of the Zagster Software, other than to the object code version as hosted by Zagster. Neither Company nor its employees shall attempt to reproduce, copy, disassemble, alter, decompile or otherwise reverse engineer or modify or create derivative works of the Zagster Software in any way. Neither Company nor its employees shall make access to the Zagster Software available to others in connection with a service bureau, application service provider, or similar business, nor permit anyone else to do so.
8. **Maintenance Services.** Zagster will provide the following maintenance services (the costs of which will be included in the Recurring Fees as outlined in Section 5 above) with respect to the Zagster Bicycles (the "Maintenance Services"):
 - a. Zagster maintenance personnel will visit each of the Locations on a regular basis to inspect the Zagster Bicycles and perform the following maintenance services on the Zagster Bicycles: (i) replace worn tires, (ii) replace worn drive train components, (iii) clean and lube drive train components, and (iv) general cleaning.
 - b. Zagster will, at Zagster's option, either replace or fully refurbish the Zagster Bicycles as reasonably necessary, but no less frequently than every two years from the Launch Date.
9. **Zagster Membership**
 - a. Generally, Each person that has been authenticated by Zagster and is a Zagster member in good standing shall be eligible to use the Zagster Bicycles (a "User") at the usage rates set forth at www.zagster.com and subject to Zagster then current policies and procedures, including without limitation the terms and conditions of Zagster's member agreement. To become a Zagster member, a person shall complete Zagster's membership application and, if approved for membership by Zagster, shall enter into Zagster's member agreement in the form set forth at www.zagster.com. Zagster may revise the membership application and member agreement, as well as membership fees, from time to time at its sole discretion. Zagster owns all right, title and interest in and to any and all information and data submitted to Zagster by Users and prospective users. Company will have the right to set the usage fees charged to Users for use of the Zagster Bicycles and Zagster will publish such rates to Users. Notwithstanding the foregoing, if Company is a hotel, Zagster agrees that Company's guests may use the Zagster Bicycles as Users without becoming a Zagster member provided that Company requires the User to sign Zagster's standard liability waiver in the form provided by Zagster to Company from time to time (the "Waiver") and Company shall retain the originally signed Waivers for a period of at least six (6) years from the date of each use by a User.
 - b. **Payment of Membership and Usage Fees.** Users shall be responsible for paying, via credit card, Zagster's annual membership fee, usage fees, and such additional fees and charges as set forth at www.Zagster.com, as adjusted from time to time in Zagster's sole discretion. All fees paid by Users will be processed by Zagster's third party credit card processor and Zagster will not receive, process, retain or maintain any credit card data. Zagster will share a portion of the usage fees actually collected from Users that use the Zagster Bicycles at the Locations with Company less usage fees which Zagster credits or reimburses the User (the "Net Usage Fees"). Within thirty (30) days from

the end of each calendar quarter during the Term, Zagster will remit to Company 93% of the Net Usage Fees and a report summarizing the calculation of Net Usage Fees. Zagster may offset against the Net Usage Fees any and all other amounts, fees, or charges due from Company to Zagster hereunder.

[Remainder of page intentionally left blank]

Schedule B

Company Obligations

1. **Generally.** During the term of the Agreement, Company will:

- (a) Permit Zagster personnel to access each Location, at mutually agreed dates and times, to perform a site survey, take pictures of the Location, and otherwise review and inspect the Location with Company personnel to determine a mutually agreed to area at each Location to install the Zagster Signage, Zagster Bicycles and Zagster bicycle racks.
- (b) Provide the required square footage in a mutually agreed to area at each Location to enable Zagster to install the Zagster bicycle racks and Zagster Bicycles and provide the necessary additional space for any mutually agreed to increase in the number of Zagster Bicycles. In addition, Company agrees to receive shipments of the Zagster Bicycles and related materials and will store the Zagster Bicycles and related materials in a secure location until Zagster personnel arrive to install same. Company shall permit Zagster to dispose of shipping materials at the Locations and provide access to Company's trash facilities in connection with same.
- (c) Permit Zagster personnel to access each Location, at a mutually agreed to date and time, to setup and install the Zagster Bicycles and Zagster Signage at the Locations, including installation of appropriate bicycle racks to be provided by Zagster, and to take pictures of the Zagster Bicycles as installed at each Location. Only upon its prior written authorization (which shall not be unreasonably withheld) will Company agree to allow Zagster to use the pictures for marketing Zagster Services.
- (d) Permit Zagster personnel to access the Locations during normal business hours Monday-Friday, or as may be otherwise required, to provide Maintenance Services. Company will provide Zagster with an appropriate number of parking passes to be provided to Zagster personnel to enable Zagster personnel to access the Locations without charge.
- (e) Keep all Locations where Zagster Bikes are stored clean and debris-free and comply with Zagster's then standard requirements for the Zagster Service set forth at www.Zagster.com/LocationRequirements (password: B1k3s).

2. **Marketing.**

- (a) *Information.* Following the Effective Date, Company will provide to Zagster the information and materials required to implement the Zagster Service at the Company's Locations.
- (b) *Marketing Contact.* Company will assign and maintain an appropriate Company contact who will (i) have responsibility for all interactions with Zagster regarding matters covered by this Agreement, (ii) be reasonably accessible to Zagster during normal business hours, and (iii) use the Zagster Marketing Materials to promote the availability of Zagster Bicycles and/or work with Zagster to create relevant materials. Company acknowledges and agrees that the success of the program will depend on the level of marketing support provided by the Company. The marketing contact will be responsible for training Company's employees with respect to the Zagster Service and the Zagster Software.
- (c) *Marketing Obligations.* Company's marketing contact will coordinate marketing opportunities with Zagster and will assist Zagster in marketing the Zagster Service to Users and prospective users. The Company may use the Marketing Materials for the sole purpose of marketing the Zagster Service to Users and prospective users. Further, if Company desires to create custom email communications or other marketing materials, Company may do so subject to Zagster's prior review and approval, which will not be unreasonably withheld or delayed. Zagster may provide any approvals required under this section via email. Zagster shall not distribute or publish any Marketing Materials contemplated under this Agreement, or otherwise make any public statements in any social forum or medium relating to this Agreement or referencing this arrangement with the Company without the prior written consent of the Company (which shall not be unreasonably withheld).
- (d) *Zagster Marketing Rights.* Company, at its sole discretion, will provide Zagster with a list of Company's prospective users of the Zagster Bicycles, which list shall include name, email address, and other mutually agreed to information (the "Marketing List"). Company hereby agrees that Zagster may use such Marketing List to send marketing information and materials about Zagster and the Zagster Bicycles available at the Locations, provided, that Zagster receives prior written approval of the proposed marketing information from Company (which shall not be unreasonably withheld) and that Zagster provides the recipients with the ability to optout of receiving future communications.

3. Zagster Bicycles.

- (a) Company will use reasonable efforts to report any maintenance issues relating to Zagster Bikes or the Zagster Bike Racks or facility on Company premises. Such reasonable efforts by the Company will be construed only to mean a general visual inspection to look for flat tires, obvious and material cosmetic defects to the bicycles and/or racks, and graffiti. Zagster will respond to all maintenance issues reported by Company as soon as commercially practicable.
- (b) At Zagster's request, unless Company has elected Damage Coverage, Company shall reimburse Zagster for the costs, including costs of labor, to replace and/or repair Zagster Bicycles (only if it is apparent that such Bicycles are vandalized, stolen or damaged while not in use by a User but not for normal or expected wear and tear due to routine usage nor for damage, vandalism, or Zagster Bicycles stolen while in use by a user), Zagster automated locks, and/or Zagster bicycle racks that have been vandalized, stolen, and/or damaged by accident or misuse or abuse. Zagster shall invoice Company for such costs on a regular basis and shall accompany the invoice with supporting documentation. Company shall pay such invoices within thirty (30) days of receipt.
- (c) Company will use its commercially reasonable best efforts to promptly remove all nonZagster bicycles from the Zagster bicycle racks at the Locations.

[Remainder of page intentionally left blank]

Schedule C

Terms and Conditions

1. **Services; Relationship of the Parties.** Subject to the terms and conditions of this Agreement, Zagster will provide the Zagster Service set forth in Schedule A and Company will perform the obligations set forth on Schedule B. The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person.
2. **Payment Terms.** Other than the One Time Fees, which shall be due and payable in accordance with Schedule A, all fees payable hereunder are due within 30 days from the date of Zagster's invoice. If Company fails to pay an invoice in a timely manner, Zagster will give Company written notice. If Company fails to make payment within 10 business days of Zagster's notice, then (a) Zagster will have the right to enter Company's property after Zagster notifies Company of its intention to remove its equipment during normal business hours and remove the Zagster Bicycles and Zagster bicycle racks, signage and any other Zagster materials, and Company will be liable for all fees, costs, and expenses actually incurred by Zagster in connection with such removal, and (b) interest will accrue on all amounts due from the original date due to the date paid, at the lesser of 12% per year or the highest rate permitted by applicable law. Company will pay all taxes or other governmental charges (including import duties) levied in connection with the Services.
3. **Insurance.** During the term of this Agreement, Zagster will maintain appropriate business and liability insurance protection covering its activities hereunder.
4. **Publicity.** Zagster may release a press release announcing the parties' relationship hereunder with the prior consent of Company, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval. Company must first expressly approve in writing any and all proposed uses of the Company's name, logos, trademarks and service marks (i) to, create marketing and advertising materials for Company to use to promote the Service to its employees and (ii) on Zagster's customer list which will be displayed on Zagster's website and in other publications. Each party consenting to use of its Marks hereunder shall remain the sole and exclusive owner of all right, title and interest in and to its Marks and the goodwill associated therewith. Upon termination of this Agreement, such use of the other party's Marks shall immediately cease.
5. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZAGSTER MAKES NO WARRANTIES WITH RESPECT TO THE ZAGSTER SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. NO WARRANTY IS MADE THAT THE ZAGSTER SERVICE WILL MEET COMPANY'S REQUIREMENTS.
6. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO COMPANY'S PAYMENT OBLIGATIONS AND EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY'S LIABILITY HEREUNDER WILL EXCEED THE FEES PAID AND PAYABLE FOR THE ZAGSTER SERVICE THAT IS THE SUBJECT OF THE CLAIM. COMPANY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK THAT IS REFLECTED IN THE FEES PAID BY COMPANY. THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
7. **Confidentiality; Suggestions.** Each party acknowledges that during the term of this Agreement the other party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Zagster acknowledges that Company's prospective user lists (if applicable) are proprietary to Company and Zagster will not use them, other than to provide Zagster Service hereunder, without Company's permission. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as Company hereunder. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 7 and that in the event of any such failure, such party will not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving party's obligations and to seek immediate injunctive relief with respect thereto.

Company may, from time to time, provide suggestions, techniques, knowhow, comments, feedback or other input to Zagster with respect to the Zagster Service (collectively, "Suggestions"). Both parties agree that each Suggestion is and shall be given entirely voluntarily. Each Suggestion, even if designated as confidential by Company shall not, absent a signed, written agreement with Zagster, create an obligation of confidentiality for Zagster. Company agrees that it shall not give any Suggestion that is subject to license terms or restrictions that seek to require any Zagster technology, service, product or documentation incorporating or derived from such Suggestion, or any Zagster intellectual property, to be licensed or otherwise shared with Company or any third party. Furthermore, Company hereby assigns all right, title and interest in and to Suggestions to Zagster including without limitation all intellectual property rights therein, and will take any and all actions reasonably requested by Zagster to effect such assignment.

8. Termination.

- a. Company shall have a onetime right to terminate this Agreement, with such termination to be effective on the 60th day following the Effective Date, by providing written notice to Zagster at least ten (10) days prior to such 60th day. If Company does not exercise the foregoing right in accordance with the foregoing sentence, Company will have no further right to terminate this Agreement other than in accordance with Section 8(b) below. Should Company exercise its right to terminate the Agreement by the 60th day following the Effective Date, Company shall be liable only for the One Time Fees and for the Recurring Fees for the number of months Company has subscribed to the Zagster Service (plus any number of days beyond the last full month the Agreement is in effect on a prorated basis).
 - b. If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach from the other party, then the other party may terminate this Agreement effective as of the end of that period. The commitment of an act of bankruptcy (such as a giving general assignment for the benefit of creditors) or the filing of a bankruptcy petition will be deemed a breach if not vacated within thirty (30) days of filing. It is recognized that some breaches are not capable of cure, such as a cessation of business. With respect to any such incurable breach by a party, if it remains possible to give notice, then upon such written notice by the other party this Agreement will be deemed terminated. If it is not possible then this Agreement will be deemed to terminate automatically upon such breach. In addition, if Company has entered into this Agreement in its capacity as a multi-family property owner or management company, Company may terminate this Agreement with written notice to Zagster terminating this Agreement within 30 days of the consummation of a change of control of Company which results in the assignment of this Agreement to Company's successor.
 - c. No termination for cause will be deemed a waiver of any claim for damages by the terminating party.
 - d. Upon the termination of this Agreement, each party will promptly destroy or, on the other party's request, return all of the other party's Confidential Information, including all copies thereof. The payment and fee provisions of Schedule A shall survive any termination or expiration of this Agreement with respect to any unpaid fees due and owing hereunder. Sections 5, 6, 7, 8, and 9 of this Schedule C shall survive any termination or expiration of this Agreement.
- 9. Miscellaneous.** Each party represents and warrants to the other that it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement. This Agreement, including all of the Schedules hereto, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document will not modify or add to the terms of this Agreement unless mutually agreed in writing by the parties. This Agreement may be amended only by a written agreement between the parties. If one party fails to enforce any provision of this Agreement, such party will not be precluded from enforcing the same provision at another time. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of the other party; provided, however, either party will have the right to assign this Agreement to its successor in the event of a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Agreement relates. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement will remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of laws provisions thereof. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Cobb County, Georgia and consent to the exclusive jurisdiction of such courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other party. The paragraph headings contained in this Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Agreement. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not be limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility out failures, industry wide shortages of labor or material, or natural disasters.
- 10. Indemnification.** Notwithstanding any limitations on liability that have been previously stated, Zagster agrees to defend, indemnify and hold harmless Company, Company's affiliates, its officers, directors, shareholders, members, employees or agents from any and all third party claims asserted against Company by a third party ("Third Party Claims") alleging (i) the gross negligence or willful misconduct of Zagster or its employees in the performance of the services hereunder (ii) infringement by the Zagster Software or Zagster trademarks of the third party's intellectual property rights; and Zagster shall pay all damages awarded by a court of

competent jurisdiction or agreed to in settlement with respect to such Third Party Claims; provided, that (i) Company shall provide Zagster with written notice promptly upon learning of any Third Party Claims or complaints that may reasonably result in the indemnification of Company, provided, however, that failure by Company to provide notice to Zagster shall not relieve Zagster of its obligations under this Section unless such failure prejudices Zagster's defense or settlement of the Third Party Claim; (ii) Company will permit Zagster to control the defense and settlement of the Third Party Claim, provided Zagster may not settle the Third Party Claim in a manner adverse to Company or which would impose liability on Company without Company's prior written consent (which will not be unreasonably withheld or delayed); and (iii) Company will provide Zagster with assistance in the defense and settlement of the Third Party Claim at Zagster's expense. Company may (at its own cost) engage its own counsel to participate in the defense and settlement of the Third Party Claim.

CITY OF SMYRNA
PURCHASING DEPARTMENT
2800 KING STREET
SMYRNA, GEORGIA 30080
678-631-5337

TO: Steve Ciaccio, Director, Parks & Recreation
Tammi Saddler Jones, Assistant City Administrator

FROM: Penny Murphy, Purchasing Manager

DATE: June 3, 2015

SUBJECT: Recommendation – RFI 15-I Bike Share Program Information

The City of Smyrna requested information from nine organizations that provide Bike Share programs for private and public sector entities throughout the USA and other countries. This information was gathered to determine which company might be the best fit for a Bike Share program in Smyrna.

The companies were asked specific questions about how their programs operate and were asked to provide a “ball park” financial scenario based upon the program proposed by Smyrna in the RFI. Based on comparison of the three responses received, it is evident that Zagster is the company offering a program that fits the City’s proposed program and requiring less financial and human capital commitment.

A comparison table of the responses is attached to this recommendation. This shows the types of programs offered and an approximation of startup costs to the City. Zagster is the only respondent who will own and maintain the bicycles, provide a website (software) and replace the bicycles every three years at a minimum. This program offers the lowest cost and risk to the City.

It is the recommendation of the Purchasing Department that the City negotiate a contract with Zagster, Inc. for the proposed Bike Share program of 16 bikes at four stations. The Master Services Agreement and Order provided will be reviewed by the City Attorney’s office.

Please prepare any necessary paperwork to present to Mayor and Council for approval. We will then prepare a Purchase Requisition and complete contract work/purchase order for any upfront costs associated with the services to launch the Bike Share program in the City.

BikeShare Programs
Comparisons from Request for Information Submissions

From the information received from three Bike Share supplier/partners, it appears Zagster is the best fit for Smyrna's program. It requires less startup funds, is scalable with total web and mobile interfaces and website. Zagster provides ongoing maintenance with trained mechanics and replaces the bikes every three years. Zagster rebalances the fleet weekly. The City should not need any human capital to make this program successful.

Zagster	B-cycle	CycleHop/Social Bicycles
Pricing not considered. This was not a bid but asked for ballpark for comparable program. Considerably less upfront capital. Proposed \$52,240 for two year term total, which includes \$110 per month per bike (add \$25 for insurance per bike)	Pricing not considered. This was not a bid but asked for ballpark for comparable program. Proposed \$102K as upfront capital; annual web based enterprise software fee \$125.00 per dock. Initial program for 204 docks or \$25,500 annual and \$30.00 monthly charge per station to third party connectivity provider (4 stations = \$120 per month).	Pricing not considered. This was not a bid but asked for ballpark for comparable program. Proposed \$1500 per month per station with 10 bikes per station. (@ 4 stations = \$6,000 per month or \$72K annual cost) (more bikes per station that we requested) Suggested a Stop & Shop location (2 racks, no bikes) for \$100 per month per location. Minimum term 36 months; 3 months upfront payment required Implementation fee: \$10,000 which includes branding and website
Owens the bikes, racks and programs; leasing scenario; replaces bikes every 3 years.	City would own bikes, racks, cards, etc. but must run program. B-cycle provides proprietary bike sharing software including digital platform with customizable community website; back-end operations management & reporting of website; self-	System branding is unique to City; operates under many brand names. A-Z program including planning, equipment, operations. Regional presence with contract with City of Atlanta;

	service bike rental at Kiosks for short term rentals; dock based for members with B-cards; no kiosk. Offers virtual kiosks for events; mobile applications. MF-RFID technology at kiosks.	customers could use both systems with same membership card. Provides planning, funding, equipment selection, implementation, operations, marketing, sponsorship sales, and regional expansion.
Annual Membership fee of \$20-\$30 per customer recommended for City with memberships created via website or mobile apps; no kiosks	BCycle's proprietary software allows flexible pricing structures the City could adjust. System reciprocity so members can use other Bike Share programs in other locales.	Did not include membership info. But did mention membership reciprocity for regional programs.
Contract in place by June 19 th to launch program in Mid-July	Timeline indicated a late autumn launch (five months planning and implementation)	Implementation of 90 days indicated for a system the size of the City's
Proposal states: "If membership, usage and late fees are applied to your program, Zagster will provide reports of fees collected, and remitted 93% of all revenue back to the City on a quarterly basis" Does this mean the City gets some of the revenue? ANSWER: Yes. If the City elects to charge for annual memberships, for usage overage or late fees, then we would receive 93% of the funds collected by Zagster. The 7% is an administrative fee for handling.	City would run the program. Revenue goes to City but must recoup initial investment and annual investments to realize actual revenue. Suggests local nonprofit to manage the program and outsourcing the customer operational call center minimizing the number of people hired to manage the program.	Needs an operator; sells sponsorships to offset operator costs. City of Atlanta created a position to run their program. Unclear about any revenue sharing and who gets the fees.
Assists with site selection and implementation. Sites need power source for geofencing of bikes.	Also assists with site selections. Site stations can be solar, AC or battery operated; double lock systems; three station types of bolted or heavier non bolted bases.	Assists with site selection and sponsorship sales, along with other services at start up. No electricity needed.
Co-branded, customizable site and mobile experience. Co-branded elements include website URL (Zagster.com/Smyrna), City's logo, panoramic banner, intro	Stations may be customized using decals on kiosk and ad/map module. Bikes are Trek made and adjustable for persons 5' to 6'2" tall. Several locations	Provides: Smart Bikes, docking points, base plates, info panels, kiosk, helmet dispensing kiosk; user and

video, location maps, real time pricing, site FAQs and email branding. Use Fuji Breezer Uptown 26" bikes. 7 gears Provides website with helmet partner to purchase.	on bikes for advertising, sponsorships, etc.	administration web/mobile applications. Kiosks are optional. Uses Dutch-frame bikes; 3 or 8 speed; Shimano Nexus.
Kryptonite locking hardware, Integrated lock holster to prevent lock loss Tracks bikes using mobile app and geofence technology. Tracks the start and end of each trip with cellular location services which can be turned off by user. Geofence surrounds each docking station and sends back info on number of bikes at each station.	Built-in Kryptonite cable lock and theft deterrent hardware	Smart Bikes with built in RFID/GPS and locking mechanism in the bikes. Can be locked to any bike stand. Can be tracked anywhere they are docked.
Rebalances bike units weekly, if necessary. Performs all maintenance including preventive and reactive, using trained local bike maintenance professionals. (ZCM team) They are dispatched by home office with internal mobile communications. Free replacement parts.	One year parts and service warranty on station equipment; one year parts warranty on bike parts; five year warranty on bike frame. Recommends replacing every 10 years (useful life).	Unsure about warranty on hardware. Or maintenance.
Provides bike distribution and rebalancing		Bikes are totally trackable and that can be used for rebalancing.
Customer Service support and Customer Feedback on local level.	Works with operators on Tier 1 station troubleshooting, elevate service requests and answer any questions a customer may have regarding a B-Station; answers software questions a user or operator may have and can provide additional training.	
Freestanding stations can be easier to relocate. Virtual stations.	Stations can be easily added/removed and entire stations can be easily relocated without the need of cranes or mechanical equipment.	Can be free standing or bolted.



**THE CITY OF SMYRNA
2800 KING STREET
SMYRNA, GEORGIA 30080**

**REQUEST FOR INFORMATION
RFI 15-1 FOR
BIKE/SHARE PROGRAMS**

The City of Smyrna is seeking to identify qualified, established Bike/Share companies for a new public bike program in the City. This Bike/Share Program will initially consist of four (4) Bike Stations with four (4) bicycles each station at select locations around the City. The City will determine the Station locations. If successful, the City plans to expand the program.

All Respondents must address, at a minimum, the following requirements as they pertain to the Company's current operations and scope of services, along with all City General and Special Requirements included in this RFI:

- Provide a Turn Key Operation – Include Average Implementation Time Frame & an Average Approximate Unit Cost for a comparable Program
- Bike Station Installation and Physical Requirements – Company and City Obligations; Descriptions and Photos
- Station Physical Requirements – Company and City Obligations
- Bicycle Design and Hardware – Manufacturer and Components, Descriptions and Photos
- Bicycle Security - Theft and Vandalism Prevention Methods
- Bicycle and Station Maintenance Services
- Repair/ Damage Coverage for Bicycles
- Ability to Lock Down the System for Time and Usage Parameters– Describe Methodology
- Responsibility for Redistributing Bicycles among Stations
- Invoicing and Payment Terms for City
- Program Reporting and Data Collection Methods
- Customer Interface and Charging Methods
- Describe Registration Process Where Applied
- Public Relations and Program Launch support; Plan for Educating Users
- Website/Application Interface with City's Website
- Relationship with Helmet Provider if needed

Please submit your electronic responses to this Request for Information by Thursday, May 14, 2015, at 3 p.m. EDT to pmurphy@smyrnaga.gov.

QUESTIONS: Email questions or inquires shall be submitted to pmurphy@smyrnaga.gov no later than 3 p.m. Monday, May 11th. All questions and answers will be sent to all participants. After the RFI package has been sent out, no contact will be permitted between participants and any other City staff members or elected officials except the Purchasing Manager. The Purchasing Department office hours are 9:00 a.m. to 5:00 p.m. EDT, Monday through Friday. The phone number is 678-631-5337.

Thank you.

Penny Murphy

Penny Murphy, C.P.M.
Purchasing Manager

GENERAL INSTRUCTIONS

1. All RFI proposals must be delivered via email to the City of Smyrna Purchasing Division, 2800 King Street, Smyrna, Georgia 30080, no later than the time and date indicated in the Request for RFI. Any proposal received after that time will not be considered. Sending a hard copy along with the electronic submission is acceptable.
2. All proposals submitted shall be all inclusive.
3. The City of Smyrna is a tax exempt Municipal Corporation. No sales tax will be charged on any products or services. Any sales tax paid on materials for the project shall be incorporated into the price of materials for the project. Our FEI number is 58-6000664.
4. The City of Smyrna reserves the right to waive any and all technicalities, formalities or irregularities. The City may also accept or reject any or all proposals, and select a Company in the best interest of the City. The City may reject the proposal of any vendor that has previously failed to perform properly or complete on time, contracts of a similar nature. Proposals by a vendor that, in the sole opinion and discretion of the City of Smyrna, is not in the position to handle the project may also be rejected.
5. All respondents shall provide appropriate proof of a current and valid occupational license issued by an agency from within the State of Georgia or in the contiguous United States. Any bidder owing fees, taxes or other monies to the City of Smyrna will be automatically disqualified.
6. If a company chooses to not submit a RFI proposal, it is requested that written notice be submitted stating the reason for lack of participation. For our purposes, it is important that we know why you chose to not submit.

SPECIAL INSTRUCTIONS

1. **Scope Reduction Clause**

The City of Smyrna (the "City") reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive Company's Pricing Proposal is higher or lower than our budgeted amount for the project. The City of Smyrna, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction clause will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

2. **Additional Work**

The City of Smyrna reserves the right to add to the contract any future work, with the agreement of the Company, at prices offered in this Proposal. This option will be enacted during the contract or within twelve months of the end of the contract, if in the best interest of the City, and with agreement of the Company ("Company").

3. **Performance Bond**

Prior to beginning installation work, the successful Company **may be required** to furnish a corporate surety bond as security for any installation work. Said surety bond shall be in the amount of one hundred percent (100%) of the total amount of the Project for the equipment and successful installation.

The Company shall pay the premium for the performance bond. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

When the amount of the performance bond required under this article does not exceed \$500,000.00, the City may, in its sole discretion, accept an irrevocable letter of credit by a bank or savings and loan association in the amount of (the total bid amount) and in lieu of the bond otherwise required under this article.

No Bid Bond is Required for this Project.

4. **Insurance Requirements**

All Proposals submitted must be accompanied by a Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include worker's compensation. Upon Contract Award, Company shall present a Certificate naming the City of Smyrna as Additional Insured. Company shall be responsible for all injuries or damages of any kind to persons or property resulting from this work. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence.
- b. Commercial Excess Umbrella for liability for bodily injury and/or property damage and in excess over other coverage in an amount of at least \$2,000,000 combined single limit.

- c. Worker's Compensation and Employers Liability – Statutory coverage at a minimum of \$100,000 per accident.
- d. Automobile Public Liability and Property Damage with limits of \$1,000,000 per person in any one claim and subject to that limit for each person; \$1,000,000 for two or more persons in any one accident for bodily injury liability and \$1,000,000 for property damage liability on the comprehensive form covering all owned, non-owned and hired vehicles used in conjunction with the contract.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

5. Indemnification

Company shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, subCompanies and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Company. The City may review any disputes and the City's decision shall be final.

6. Georgia Security and Immigration Compliance

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91) and further updated in House Bill 87 and Senate Bill 160, all Contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to Contractors and subContractors stating affirmatively that the Contractor and any subContractors are registered and participating in a federal work authorization program (e-Verify). All applicable affidavits will be provided to Company which is selected for the Program and must be signed and returned prior to the signing of an Agreement with the City. An individual, or company with no employees, must complete the SAVE documentation and include a copy of a principal's drivers' license or passport to verify U.S. citizenship.

7. Personnel

Company shall only hire and employ individuals performing services hereunder with suitable training, experience and skills to perform the services and the position to which such individual is assigned. Company shall, at its expense, conduct (or cause to be conducted), in compliance with all applicable laws, the following checks on each individual performing services hereunder:

- a. a background check, including the: (i) name and all names used in the previous seven years, (ii) date of birth, (iii) city, state, and country of birth, and (iv) passport number (if one is held) and issuing country, issue date and expiration date;
- b. criminal checks; and
- c. drug testing

At the City's request, and to the extent permitted by law, Company shall provide copies of such checks with respect to any individual performing services hereunder, and the City shall comply with the law with respect to the use, retention, disposal and confidentiality of such information.

With respect to any individual performing services hereunder that the City believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Company by the City from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the City's employees or property or (d) not adequately complying with the terms of the service contract, Company shall, upon the City's request, as soon as reasonably practicable: (i) if applicable, terminate such individual's access to City property, and (ii) remove such individual of his or her responsibility of providing services to the City.

8. Ordinances and Regulations

Selected Company must comply with all pertinent federal, state and local ordinances and regulations. Company shall adhere to all applicable City of Smyrna ordinances pertaining to the work performed as found at <http://www.smyrnacity.com/> under Government / City Ordinances where services per this contract are provided unless stated in the specifications.

RFI 15-I

VENDOR QUESTIONNAIRE

Questionnaire must be completed by ALL Vendors and returned with proposal response. Any additional pages provided should be clearly labeled RFI 15-I.

General Requirements

The purpose of this RFI proposal is to demonstrate the capabilities and capacity of the company to undertake this Bike/Share Program for the City of Smyrna. **In addition to the following, all Requirements listed on the first page of this RFI should be addressed or explained if not applicable.**

1. The proposer should state the size of the company, the location of the office from which the work on this project is to be performed, the number and nature of the professional staff to be employed or available for this project on a full-time basis and the number and nature of the staff to be employed on a part-time basis.

How long have you been in business?

Has your company done business under any other name? If yes, please list the name(s) and dates of operation:

2. Rationale for Selection. Please explain in detail what value your company would bring to the City, include in-house, outside, in tandem services, success stories, and other considerations. Please do not repeat the information provided above. Instead, use this opportunity to share the unique qualities, experience, approach, background or other characteristics of your company that make it the best choice for the City, including special services your company provides that others do not, particular insights that will enhance your company's ability to serve the City, special technologies offered by your company or other characteristics of your company that make you the City's best choice for its Bike/Share Program.
-
-

3. Legal, Regulatory and Ethics Actions. Provide a summary of any litigation, arbitration and regulatory proceedings, pending, adjudicated or settled that your company has been subject to within the last three years involving services your company provided
-
-

4. Expertise and Experience

Please provide narrative on the following:

- a. The company's past experience and performance on comparable Programs.
- b. The company's professional personnel to be assigned to the Program and the company's management support personnel to be available for technical and other required consultation.
- c. The company's history of performing work within a specified schedule.
- d. Demonstrated success of the company through information provided by references.
- e. The company's history of performing work within a specified budget.
- f. A copy of the company's most recent financial report or 10K report, if available.

5. Project Approach

- a. Project Methodology
- b. Approach to solving potential problems and daily operations
- c. Sample Implementation Plan and Time Line
- d. Sample Pricing for Projects of Similar Scope and Size

City of Smyrna RFI 15-I

REFERENCE SHEET

References must be provided by ALL responding Vendors using the form below. It is the vendor's responsibility to provide **COMPLETE** and **ACCURATE** reference information on the form below, **INCLUDING FAX NUMBERS AND EMAIL ADDRESSES**.

1. _____ Project: _____
Company/Agency

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

2. _____ Project: _____
Company/Agency

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

3. _____ Project: _____
Company/Agency

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

"NO RESPONSE" REPLY FORM

City of Smyrna

RFI 15-I

If you do not wish to respond to this Request for RFI, please complete this form and email/fax it to: pmurphy@smyrnaga.gov or Penny Murphy, City of Smyrna Purchasing Department, 2800 King Street, Smyrna, GA 30080 at fax 770-431-2814.

I do not wish to submit a response to this Request.

Company

Representative / Title

You are invited to list reasons for your decision not to respond: _____



STAFF REPORT

Submitting Department: Council
Submitted By: Sam Thomas, City Attorney
Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: RESOLUTION: TIME OF REGULAR MEETINGS AND PUBLIC HEARINGS OF CITY COUNCIL

*A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA
ESTABLISHING THE TIME OF REGULAR MEETINGS AND PUBLIC HEARINGS OF THE CITY COUNCIL.*

II. RECOMMENDATION:

Please adopt a resolution, as read into the record by the City Attorney, establishing the starting time of regular meetings and public hearings of the City Council as 6:30 PM and making such time effective beginning with the regular City Council Meeting of April 04, 2016.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO FISCAL IMPACTS
ASSOCIATED WITH ADOPTION OF THIS RESOLUTION.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Resolution Establishing Time Of City Council Meetings

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF ALPHARETTA, GEORGIA ESTABLISHING THE TIME OF
REGULAR MEETINGS AND PUBLIC HEARINGS OF THE CITY COUNCIL**

WHEREAS, the Code of the City of Alpharetta, Georgia (the "Code") provides that regular meetings of the City Council and regular City Council public hearings shall be held at the hour of 7:30 P.M., or such other time as the Council may designate from time to time by resolution; and

WHEREAS, by this Resolution, the Mayor and Council intend to designate a different hour for regular meetings of the City Council and regular City Council public hearings as permitted by the Code;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, beginning with the regular City Council meeting of April 4, 2016 and continuing until this Resolution is revised or repealed, the regular meetings of the City Council and regular City Council public hearings shall be held at the hour of 6:30 P.M.; and it is

FURTHER RESOLVED, that nothing in this Resolution shall prohibit the City Council from calling and conducting special meetings on other dates and times as provided in the City Charter; and it is

FURTHER RESOLVED, that this Resolution shall be effective upon adoption, but shall only apply to meetings occurring on or after April 4, 2016; and it is

FURTHER RESOLVED, that all Resolutions in conflict with this Resolution are repealed to the extent of the conflict.

SO RESOLVED, this _____ day of March, 2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE OF
RESOLUTION ESTABLISHING TIME OF MEETINGS/HEARINGS]

COUNCILMEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

Dan Merkel

Donald Mitchell

Chris Owens

(SEAL)

Attest:

City Clerk

2047784



STAFF REPORT

Submitting Department: Administration
Submitted By: Sam Thomas, City Attorney
Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: ORDINANCE AMENDING CHAPTER 2, SECTION 2.3 OF THE CITY CODE (FIRST READING)

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2.3 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA PERTAINING TO PROCEDURES FOR THE ADOPTION OF ORDINANCES; TO PROVIDE FOR AND EFFECTIVE DATE; TO REPEAL CONFLICTING LAWS; AND FOR OTHER PURPOSES.

II. RECOMMENDATION:

Approve the first reading of an ordinance, as presented by the City Attorney, amending Chapter 2, Section 2.3 of the Code of the City of Alpharetta.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO FISCAL
IMPACTS ASSOCIATED WITH THIS ITEM.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

The City Attorney will present for consideration an ordinance amending the City Code for the purpose of removing the current requirement that the City Attorney read aloud into the record the full text of an ordinance prior to its adoption. Rather, the City Attorney would simply read into the record the title of the ordinance; provided, however, that upon the request of the mayor or any councilmember such ordinance shall be read in its entirety.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Proposed Ordinance

AN ORDINANCE TO AMEND CHAPTER 2, SECTION 2.3 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA PERTAINING TO PROCEDURES FOR THE ADOPTION OF ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING LAWS; AND FOR OTHER PURPOSES

WHEREAS, the Council of the City of Alpharetta desires to amend the Chapter 2, Section 2.3 of the Code of the City of Alpharetta in order to establish procedures for adopting ordinances;

NOW, THEREFORE, the Council of the City of Alpharetta ordains:

Section 1 of Amendment. Chapter 2, Section 2.3 of the Code is hereby amended by deleting Section 2.23 in its entirety and substituting in lieu thereof the following:

"Section 2.23. Ordinance form; procedure

(a) Every proposed ordinance shall be in writing. No ordinance shall contain a subject which is not expressed in its title.

(b) An ordinance may be introduced by the mayor or any councilmember and the title thereof read by the City Attorney at a regular or special meeting of the city council; provided, however, that upon the request of the mayor or any councilmember such ordinance shall be read in its entirety. Ordinances shall be considered and adopted or rejected by simple majority vote of those present and voting; provided, however, an ordinance shall not be adopted the same day it is introduced, except for emergency ordinances as provided in the Charter. Prior to introduction of any ordinance, the clerk shall distribute a copy to the mayor and to each councilmember, file a reasonable number of copies in the office of the clerk and at such other public places as the city council may designate, and post upon the City's website."

Section 2 of Amendment. This Ordinance shall become effective immediately upon adoption. Any and all ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED this _____ day of _____,
2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

Dan Merkel

Donald Mitchell

(SEAL)

Attest: _____
Chris Owens

Lyn Kennedy, Asst., City Clerk

First Reading: _____

Second Reading: _____

Adopted: _____



STAFF REPORT

Submitting Department: Public Safety
Submitted By: Tom Patton, Police Captain
Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: ORDINANCE AMENDING CHAPTER 12, ARTICLE VI OF THE CITY CODE (FIRST READING)

AN ORDINANCE AMENDING CHAPTER 12, ARTICLE VI OF THE CODE OF THE CITY OF ALPHARETTA (MASSAGE ESTABLISHMENTS AND SPAS) TO DELETE, MODIFY AND ADD PROVISIONS PERTAINING TO THE REGULATION OF SUCH BUSINESSES, AND FOR OTHER PURPOSES.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

An amendment to Chapter 12 of the City Code, amending Article VI (Massage Establishments and Spas) to delete, modify and add provisions pertaining to the regulation of such businesses, and for other purposes.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Proposed Ordinance

**AN ORDINANCE AMENDING CHAPTER 12, ARTICLE VI OF THE CODE OF THE
CITY OF ALPHARETTA RELATING TO MASSAGE AND SPA ESTABLISHMENTS;
AND FOR OTHER PURPOSES**

WHEREAS, the City of Alpharetta ("City") has heretofore adopted regulations governing Massage and Spa Establishments, codified as Chapter 12, Article VI, Sec. 12-161 through Sec. 12-173 of The Code of the City of Alpharetta, Georgia; and

WHEREAS, the Mayor and City Council have determined that it is appropriate to amend those regulations to improve the City's regulatory and enforcement capabilities and to maintain consistency with the Georgia Massage Therapy Practice Act;

NOW, THEREFORE, the Council of the City of Alpharetta hereby ordains, as follows:

Section 1: The Code of the City of Alpharetta, Georgia is hereby amended by deleting Article VI ("Massage and Spa Establishments") of Chapter 12 in its entirety and inserting in lieu thereof a new Article VI to read as set forth in Exhibit "A", attached hereto and incorporated herein by this reference; and

Section 2: In the event that any section, subsection, or provision of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect as if such portion so declared or adjudged unconstitutional were not originally part of this Ordinance, even if the surviving parts of this Ordinance result in greater restrictions after any unconstitutional or invalid provisions are stricken; and

Section 3: This Ordinance shall be effective immediately upon its adoption by the City Council and incorporated into The Code of the City of Alpharetta, Georgia. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this _____ day of _____, 2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David C. Belle Isle, Mayor

COUNCIL MEMBERS

(SEAL)
Attest:

City Clerk

First Reading _____
Second Reading _____

Adopted _____

EXHIBIT "A"

ARTICLE VI. MESSAGE AND SPA ESTABLISHMENTS

Sec. 12-161. - Purpose.
Sec. 12-162. - Definitions.
Sec. 12-163. - Penalties.
Sec. 12-164. - Scope of regulations.
Sec. 12-165. - License required; application.
Sec. 12-166. - Regulatory fee; expiration.
Sec. 12-167. - Work permits required.
Sec. 12-168. - General operating provisions.
Sec. 12-169. - Inspection
Sec. 12-170. - Revocation of license or work permit
Sec. 12-171. - Hearing; license denial, revocation; appeal
Sec. 12-172. - Location; development standards.
Sec. 12-173. - Severability
Sec. 12-174. - Remedies
Secs. 12-175—12-184. - Reserved.

Sec. 12-161. Purpose and legislative findings.

The Georgia General Assembly has declared that the practice of massage therapy is an activity affecting the public interest and involving the health, safety, and welfare of the public and that the practice of massage therapy by a person who is not licensed under the Georgia Massage Therapy Practice Act (O.C.G.A. §§ 43-24A-1, *et seq.*) is a public nuisance, harmful to the public health, safety, and welfare. The City Council agrees with those findings. Furthermore, the City Council finds that, for many massage establishments, the business in fact is sexual conduct or the intimation of sexual conduct, rather than lawful massage therapy. Such establishments offer massage services as a subterfuge for prostitution, masturbation for hire, and other paid sexual contact, which are harmful to the public health, safety, and welfare. There is difficulty and expense in conclusively distinguishing between such establishments and legitimate massage establishments, but one rational distinction is whether the establishment has a relationship with a corporate or franchising hierarchy, which would tend to safeguard against unlawful sexual activities on the massage establishment premises. It is a purpose of this article to impose licensing requirements to help prevent illegal massage, prostitution, and related sex crimes, yet without hindering legitimate massage establishments operating under a business structure with external oversight that serves that purpose. Pursuant to O.C.G.A. § 43-24A-22 (allowing local regulation of massage businesses and of persons not licensed by the state), it is the purpose of this article to regulate the operation of massage establishments and spa establishments, and to regulate employees of such establishments who are not licensed as massage therapists by the state, as an exercise of the city's police power in order to protect the health, safety and general welfare of the citizens of the city.

Sec. 12-162. Definitions.

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

Applicant means any person, firm, corporation, or other legal entity applying for a license to operate a massage establishment or spa establishment, as defined herein, or a person applying for a work permit, as provided for herein.

Employee means any person who performs any service on the premises of a massage establishment or spa establishment, on a full time, part time, or contract basis, regardless of whether the

person is denominated an employee, independent contractor, agent, apprentice, trainee, or otherwise. Employee does not include a person who is licensed or provisionally permitted pursuant to the Georgia Massage Therapy Practice Act (O.C.G.A. §§ 43-24a-1, *et seq.*), or a person exclusively on the premises for repair or maintenance of the premises or for the delivery of goods to the premises.

Hearing officer means the city administrator or his/her designee appointed to conduct hearings under this article.

Massage or *massage therapy* means the manipulation and/or treatment of soft tissues of the body, including but not limited to the use of effleurage, petrissage, pressure, friction, tapotement, kneading, vibration, range of motion stretches, a system of structured touch, pressure, movement, and holding to the soft tissue of the body, and any other soft tissue manipulation whether manual or by use of massage apparatus, and may include the use of water, oils, lotions, creams, lubricants, salt glows or scrubs, hydrotherapy, heliotherapy, hot packs, cold packs or other topical preparations. This term shall not include diagnosis, the prescribing of drugs or medicines, spinal or other joint manipulations, or any service or procedure when performed by a person who is licensed by the state to practice chiropractic, physical therapy, podiatry or medicine.

Masseur or *Masseuse* means any individual who, for any consideration whatsoever, engages in the practice of massage as herein defined.

Massage apparatus means any manual, mechanical, hydraulic, hydrokinetic, electric or electronic device or instrument or any device or instrument operated by manual, mechanical, hydraulic, hydrokinetic or electric power for the purpose of administering a massage.

Massage establishment means a commercial establishment where any person offers or engages in massage or massage therapy. This term shall not include hospitals or other professional health care establishments separately licensed as such by the state.

Premises means the real property, or portion thereof, upon which the massage establishment or spa establishment is located including, but not limited to, the establishment and the grounds, private walkways, and parking lots and/or parking garages under the ownership or control of the establishment.

Spa establishment means a commercial establishment that offers or engages in personal services that call for the patron to disrobe, such as body wraps, hydro mineral wraps, body polish, body wash, baths and hydro tub soak. This term shall not include hospitals or other professional health care establishments separately licensed as such by the state.

Specified criminal activity means any of the following specified crimes:

- (a) illegal gambling;
- (b) prostitution, keeping a place of prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, sodomy, aggravated sodomy, rape, child molestation, sexual assault, sexual battery, aggravated sexual assault, aggravated sexual battery, or public indecency;
- (c) obscenity, disseminating or displaying matter harmful to a minor, or use of child in sexual performance;
- (d) any offense related to any massage establishment or spa establishment or which is related to the regulatory purposes of this Article, including controlled substance offenses, tax violations, racketeering, crimes involving sex, crimes involving prostitution, or crimes involving obscenity;
- (e) any attempt, solicitation, or conspiracy to commit one of the foregoing offenses; or
- (f) any offense in another jurisdiction that, had the predicate act(s) been committed in Georgia, would have constituted any of the foregoing offenses.

Sec. 12-163. Penalties.

Any person violating any of the provisions of this article shall be punished as provided in section 1-8. Nothing in this section and no action taken hereunder shall be held to exclude such other civil, criminal, or administrative proceedings as may be authorized by other provisions of this Code or any of the laws in force in the City or to exempt anyone violating this code or any part of said laws from any penalty which may be incurred.

Sec. 12-164. Scope of regulations.

- (a) All licenses and work permits issued under this article shall constitute a mere privilege to operate or work at the establishment specified in the license or work permit during the term of the license or work permit only, and shall be subject to all terms and conditions imposed by the City of Alpharetta, Fulton County and the State of Georgia.
- (b) This article shall not be enforced against:
 - (1) Any natural person who is a physician, chiropractor, physical therapist, or similar professional licensed and regulated by or through the state while engaged in the practice of the profession for which the person is licensed by the state;
 - (2) Any hospital or other professional health care establishment, including a physician's, physical therapist's, or chiropractor's office, separately licensed as such by the state;
 - (3) Any natural person who is a massage therapist licensed by the state under the Georgia Massage Therapy Practice Act (O.C.G.A. §§ 43-24A-1, *et seq.*) while engaged in the practice of massage therapy as authorized and regulated under said Act; provided, however, the provisions of this article regulating massage establishments and spa establishments and the operation of such establishments shall be enforced against any such person to the extent such person owns or operates a massage establishment or spa establishment, unless otherwise expressly excepted herein; or
 - (4) Any other individual or entity expressly exempted from local legislation by the laws of the state.
- (c) Licenses and work permits issued before the adoption of this article shall continue in effect for their original terms, subject to the regulations provided herein, including the revocation provisions in Sec. 12-170 as amended.
- (d) All massage establishments, spa establishments, and their employees shall comply with this article upon its adoption, including those that hold a license or a work permit issued before the adoption of this article.
- (e) The Director of Public Safety may exempt a massage establishment or a spa establishment and its employees from the licensing requirements of sections 22-50, 22-51, and 22-52 for a specified calendar year. An exemption under this subsection expires on December 31 of the year for which it was granted. Upon the expiration of an exemption, the establishment and its employees are subject to all requirements of sections 22-50, 22-51, and 22-52. Any request for an exemption shall be submitted in writing to the Director of Public Safety and is automatically rejected unless the Director of Public Safety grants the exemption. An exemption, if granted by the Director of Public Safety, shall be in writing and shall be based upon evaluation of the request according to the following standards:
 - (1) Whether the establishment is part of a chain that operates in multiple locations under common ownership, franchise agreements, or a similar arrangement that involves centralized control or corporate supervision;
 - (2) Whether persons who provide services to customers at the establishment hold state licenses;
 - (3) The establishment's, its owners', and its managers' histories relative to compliance with massage establishment or spa establishment licensing requirements;

- (4) Whether the location used by the establishment has been free from association with unlawful activity for the last twelve (12) months; and
- (5) Whether the establishment is managed and operated by a person who has been continually licensed pursuant to the Georgia Massage Therapy Practice Act for at least seven (7) years.

Sec. 12-165. Massage/spa establishment license required; application.

- (a) *Massage/spa establishment license required.* It shall be unlawful for any person or legal entity to operate a massage establishment or a spa establishment in the city without a valid massage/spa establishment license. This license requirement is in addition to obtaining an occupation tax certificate pursuant to Chapter 8 pertaining to taxation. No more than twenty (20) massage/spa establishment licenses may be in effect at a time. The city shall not issue a massage/spa establishment license that would result in more than twenty (20) such establishments being licensed to operate simultaneously.
- (b) *Application.* An applicant for a massage/spa establishment license shall file in person at the Alpharetta Department of Public Safety, Records Division a completed application made on a form provided by the city. The application must be executed by the person primarily responsible for the operation of the establishment. If the applicant is a partnership, limited liability company, corporation, or other legal entity, the application must also be executed by an officer, member, partner or shareholder, as applicable. Signatures on the application shall be notarized. An application shall be considered complete when it contains the information and/or items required in this subsection (b), accompanied by the annual regulatory fee:
 - (1) The applicant's full legal name and any other names used by the applicant in the preceding five (5) years.
 - (2) A signed and sworn affidavit verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1. If the applicant is a partnership, limited liability company, corporation, or other legal entity, a signed and sworn affidavit verifying the lawful presence of each person that executes the application on behalf of the applicant.
 - (3) A signed and sworn affidavit attesting that the applicant either uses the federal work authorization program in accordance with federal regulations or that the applicant employs fewer than 11 people or otherwise does not fall within the requirements of O.C.G.A. § 36-60-6.
 - (4) Current business address and residential mailing address for the applicant.
 - (5) The business name, location, legal description, mailing address and phone number of the establishment.
 - (6) If the applicant is a sole proprietor, written proof of age, in the form of a driver's license or a picture identification document containing the applicant's date of birth issued by an agency of a state or of the federal government.
 - (7) If the applicant is not a sole proprietor, then the partnership, limited liability company, corporation, or other legal entity shall submit a complete list of the legal entity's:
 - a. Officers;
 - b. Directors;
 - c. Partners, members, or shareholders (natural persons) holding a ten percent or greater ownership interest in such legal entity, or if there is no shareholder (natural person) with at least a ten percent interest, the ten shareholders with the greatest ownership interest;
 - d. Employee or agent primarily responsible for operation of the massage or spa establishment; and

- e. Written proof of age, in the form of a driver's license or a picture identification document containing the applicant's date of birth issued by an agency of a state or of the federal government for each person listed in subparts a. through d. above.
- (8) A statement of whether the applicant or any person listed in response to subsection (b)(7) has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five (5) years (and at a time during which the person was so related to the establishment):
 - a. been declared by a court of law to be a nuisance; or
 - b. had its license to operate a massage establishment or a spa establishment revoked.
 - (9) A statement of whether the applicant or any person listed in response to subsection (b) (7) has within the previous five (5) years been arrested for, convicted of, or pleaded guilty or entered a plea of nolo contendere to a specified criminal activity as defined in this article, and if so, each specified criminal activity involved, including the date, place, and jurisdiction of each such arrest and/or conviction.
 - (10) A statement of whether the applicant or a person listed in response to subsection (b) (7) has in the previous twelve (12) months resided with someone who has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five (5) years (and at a time during which the person was so related to the establishment):
 - a. been declared by a court of law to be a nuisance; or
 - b. had its license to operate a massage establishment or a spa establishment revoked.
 - (11) If the applicant is a partnership, limited liability company, corporation or other legal entity required to be chartered under the laws of the state or authorized by the secretary of state to do business in the state, such corporation must be chartered under the laws of the state or authorized by the secretary of state to do business in the state and must submit copies of the certificate of organization or incorporation, as applicable, and articles of organization or incorporation, as applicable.
 - (12) A sworn and notarized statement of a registered agent who is a resident of Fulton County, Georgia and at least 18 years of age, required to be designated by a licensee to receive any process, notice or demand required or permitted by law or under this article to be served upon the applicant.
 - (13) A statement whether the applicant is the owner of the premises wherein the establishment will be operated or the holder of a lease thereon for the period to be covered by the license. If the applicant is a lease holder, a copy of the lease shall be submitted with the license application.
 - (14) A copy of a \$50,000 surety bond, issued by a company approved to issue surety bonds by the Georgia Insurance Commissioner, payable to the city upon the entry of an injunction by the Fulton County Superior Court against operation of the applicant's massage establishment or spa establishment due to unlawful operation of same while the applicant held a massage/spa establishment license under this article.

The information provided pursuant to this subsection (b) shall be supplemented in writing by certified mail, return receipt requested, to the Alpharetta Department of Public Safety, Records Division within ten (10) working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (c) The information provided by an applicant in connection with an application for a license under this article shall be maintained by the Alpharetta Department of Public Safety, Records Division on a confidential basis, and such information may be disclosed to the public only as required under governing law. Any information protected by the right to privacy as recognized by state or federal law shall be redacted prior to any required disclosure under the Georgia Open Records Act or other applicable law.

- (d) *Issuance of license.* Upon the filing of a completed massage/spa establishment license application, the city shall cause to be conducted a criminal background investigation of the applicant and shall transmit a summary of the investigation results to the Director of Public Safety or his or her designee. Within sixty (60) days of the filing of the application, the Director of Public Safety or his or her designee shall either issue a license to the applicant or issue a written notice of intent to deny the license to the applicant. The Director of Public Safety or his or her designee shall issue the license unless:
- (1) The applicant or a person listed in response to subsection (b) (7) is less than twenty-one (21) years of age.
 - (2) The applicant has failed to provide information required by this article for issuance of a license or has falsely answered a question or request for information on the application form.
 - (3) The applicant is neither the owner of the premises wherein the establishment will be operated, nor the holder of a lease thereon for the period to be covered by the license.
 - (4) The annual regulatory fee required by this article has not been paid.
 - (5) The establishment is not in compliance with the location requirements of this article or of any part of the Alpharetta City Code. This provision shall not be grounds to deny a license to a massage establishment or spa establishment that was, in all respects, lawfully operating at the premises prior to the adoption of the location requirements of this article and that has continued to lawfully operate at the premises.
 - (6) The city has revoked a massage/spa establishment license at the premises within the previous twelve (12) months.
 - (7) The applicant or a person listed in response to subsection (b)(7) has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five (5) years (and at a time during which the person was so related to the establishment):
 - a. been declared by a court of law to be a nuisance; or
 - b. had its license to operate a massage establishment or a spa establishment revoked.
 - (8) The applicant or a person listed in response to subsection (b)(7) has within the previous five (5) years been convicted of, or pleaded guilty or entered a plea of nolo contendere to, a specified criminal activity, as defined in this article.
 - (9) The establishment does not comply with all applicable building, health, and life safety codes, or the building to be occupied does not have a valid, current certificate of occupancy.
 - (10) The applicant or a person listed in response to subsection (b) (7) has in the previous twelve (12) months resided with someone who has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five (5) years (and at a time during which the person was so related to the establishment):
 - a. been declared by a court of law to be a nuisance; or
 - b. had its license to operate a massage establishment or a spa establishment revoked.
 - (11) The license, if issued, would result in more than twenty (20) massage/spa establishment licenses being in effect at the time.
 - (12) The applicant is a partnership, limited liability company, corporation or other legal entity that is required to be chartered under the laws of the state or authorized by the secretary of state to do business in the state, but is not so chartered or authorized.
- (e) A license, if issued, shall be issued in the name of the applicant. The license shall be posted in a conspicuous place at or near the entrance to the establishment so that it may be read at any time that the establishment is occupied by patrons or is open to the public.

- (f) Massage establishments and spa establishments shall post each employee's work permit issued by the city in a conspicuous place at or near the entrance to the establishment so that it may be read at any time that the establishment is occupied by patrons or is open to the public.

Sec. 12-166. Regulatory fee; expiration.

- (a) There shall be an annual regulatory fee, consisting of a nonrefundable investigative fee and a license fee, for each massage and spa establishment licensed within the city. The investigative and license fees shall be set by the Director of Public Safety. The full regulatory fee shall be paid with the license application and shall not be prorated under any circumstances. If the applicant withdraws the application or the license is denied, the applicant shall be refunded the full license fee paid. No refund shall be allowed once the license has been issued.
- (b) All licenses granted hereunder shall be for the calendar year and expire on December 31 of each year. Each subsequent application shall be treated as an initial application and the applicant shall be required to comply with all rules and regulations for the granting of licenses as if no previous license had been held. Existing licensees shall file applications by November 1 of each year for the following license year. Applications received after November 1 shall be subject to a ten percent late fee.
- (c) No license issued pursuant to this article shall be transferable. Upon Change of ownership, even if only in part, a new application will be completed and submitted along with all necessary fees.

Sec. 12-167. Employee work permits required.

- (a) *Massage/spa establishment work permit required.* It shall be unlawful for any person to be a masseur, masseuse or other employee of a massage establishment without a permit issued under the terms of this article. For the purposes of this section, the term "employee" includes an "independent contractor." No applicant for a massage/spa establishment work permit shall work at a massage establishment or a spa establishment in the city until the applicant receives, and the establishment posts, the employee's work permit as required by this article. A receipt issued by the city is not a valid massage/spa establishment work permit and does not authorize the person to work in a massage establishment or spa establishment.
- (b) *Application.* An applicant for a massage/spa establishment work permit shall file in person at the Alpharetta Department of Public Safety, Records Division a completed application made on a form provided by the city. The application must be signed and notarized. Applicants shall make themselves available for photographing. An application shall be considered complete when it contains the information and/or items required in this subsection (b), accompanied by the work permit fee:
 - (1) The applicant's full legal name and any other names used by the applicant in the preceding five (5) years.
 - (2) Current business address or another mailing address for the applicant.
 - (3) Written proof of age, in the form of a driver's license or a picture identification document containing the applicant's date of birth issued by an agency of a state or of the federal government.
 - (4) A signed and sworn affidavit verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1.
 - (5) The name and address of the massage establishment or spa establishment for which the applicant seeks to obtain the work permit.
 - (6) A statement of whether the applicant has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five (5) years (and at a time during which the person was so related to the establishment):

- a. been declared by a court of law to be a nuisance; or
 - b. had its license to operate a massage establishment or a spa establishment revoked.
- (7) A statement of whether the applicant has within the previous five (5) years been arrested for, convicted of, or pleaded guilty or entered a plea of nolo contendere to a specified criminal activity as defined in this article, and if so, each specified criminal activity involved, including the date, place, and jurisdiction of each such arrest and/or conviction.
- (8) A copy of the applicant's State of Georgia Massage Therapy License and proof of Continuing Education credit.

The information provided pursuant to this subsection (b) shall be supplemented in writing by certified mail, return receipt requested, to the Alpharetta Department of Public Safety, Records Division within ten (10) working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (c) The information provided by an applicant in connection with an application for a work permit under this article shall be maintained by the Alpharetta Department of Public Safety, Records Division on a confidential basis, and such information may be disclosed to the public only as required under governing law. Any information protected by the right to privacy as recognized by state or federal law shall be redacted prior to any required disclosure under the Georgia Open Records Act or other applicable law.
- (d) *Issuance of work permit.* Upon the filing of a completed massage/spa establishment work permit application, the city shall cause to be conducted a criminal background investigation of the applicant and shall transmit a summary of the investigation results to the Director of Public Safety or his or her designee. Within thirty (30) days of the filing of a completed massage/spa establishment work permit application, the Director of Public Safety or his or her designee shall either issue a work permit to the applicant or issue a written notice of intent to deny the work permit to the applicant. The Director of Public Safety or his or her designee shall issue the work permit unless:
- (1) The applicant is less than eighteen (18) years of age.
 - (2) The applicant has failed to provide information required by this article for issuance of a work permit or has falsely answered a question or request for information on the application form.
 - (3) The work permit fee required by this article has not been paid.
 - (4) The establishment for which the applicant seeks a work permit does not have a valid massage/spa establishment license from the city.
 - (5) The applicant has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five (5) years (and at a time during which the person was so related to the establishment):
 - a. been declared by a court of law to be a nuisance; or
 - b. had its license to operate a massage establishment or a spa establishment revoked.
 - (6) The applicant has within the previous five (5) years been convicted of, or pleaded guilty or entered a plea of nolo contendere to, a specified criminal activity, as defined in this article.
- (e) The work permit, if issued, will be valid for a period of one year from the date it is issued. Replacement and additional work permit(s) shall be issued upon payment of one-half of the fee charged for a work permit and will expire the same date as the then-current work permit. A massage establishment or spa establishment employee shall provide the employee's work permit to the establishment for which it was issued to be posted on the premises pursuant to this article.
- (f) The Director of Public Safety or his or her designee shall issue a written notice of intent to revoke an employee's work permit, following notice and hearing pursuant to this article, and demand its return if the employee has violated the provisions of this article, any state law or applicable local ordinance.

- (g) It shall be unlawful for an employee whose work permit has been revoked to refuse to return the work permit to the Alpharetta Department of Public Safety, Records Division or to alter, conceal, deface, or destroy the work permit.
- (h) The permit fee for a massage/spa establishment work permit shall be established by the Director of Public Safety.

Sec. 12-168. General operating provisions.

- (a) Massage establishments and spa establishments shall keep on file, on the premises of the establishment, a list of all persons who perform any service on the premises of the establishment, their home addresses and home or mobile telephone numbers, their duties and services performed for the massage or spa establishment, whether such person has a massage/spa establishment work permit issued by the city, and whether such person has a license or provisional permit issued by the state pursuant to the Georgia Massage Therapy Practice Act. The holder of a massage/spa establishment license must also keep on file, on the premises of the establishment, a copy of the establishment's two most-recent license applications. A list of all employees, and most recent copies of their state license (if so licensed) and certifications shall be provided to the Department of Public Safety Records Division no later than January 15th of each year.
- (b) Massage establishments and spa establishments shall maintain correct and accurate records of each instance that a service is provided, the type of service provided, and the name of the person at the establishment who provided the service. The records shall be subject to inspection by the city manager, the chief of police, and their designees during those times when the establishment is occupied by patrons or is open to the public.
- (c) No massage establishment or spa establishment shall allow any person required to have any state mandated licenses, or a massage/spa establishment work permit pursuant to this article, to perform any service on the premises until such person has procured such license or work permit. Licensees and all managers and/or supervisors of any massage or spa establishment are required by this article to inspect and verify that each person who performs services on the premises who is required to have a valid state license or city work permit, has the required license or work permit on the establishment premises at all times, and failure to do so shall be a violation of this article.
- (d) Each massage establishment and spa establishment shall have an owner, manager or supervisor on the premises at all hours that the establishment is occupied by patrons or is open to the public. If during an inspection there is no owner, manager or supervisor on the premises, the establishment must cease operations and close until an owner, manager or supervisor is on the premises.
- (e) Records required to be maintained under this article shall be kept for a minimum of two years. Records shall be made available to the Director of Public Safety or his or her designee, during business hours, at the establishment's business location in the city.
- (f) All employees and other persons on the premises, with the exception of customers receiving a massage from a state licensed massage therapist, shall be completely clothed. For the purposes of this article, the term "completely clothed" means having on the upper portion of the body appropriate undergarments and either blouse or shirt which shall cover all the upper body save the arms and neck, and shall mean having on the lower body appropriate undergarments plus either pants or skirt, and said pants or skirt must cover from the waist down to a point at least two inches above the knee. All clothes worn in compliance with this article shall be entirely non-transparent.
- (g) No customer receiving a massage from a state licensed massage therapist shall expose his or her genitals, pubic area, anus, buttocks, or the female breast to another person on the premises of a massage establishment or spa establishment. This prohibition does not apply to the showing of the cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part.

- (h) No massage establishment or spa establishment shall be or remain open for business between the hours of 9:00 p.m. and 7:00 a.m. No person shall be or remain inside a massage establishment or spa establishment between the hours of 10:00 p.m. and 6:00 a.m. No massage establishment or spa establishment shall hold itself out as open at a time that the establishment is prohibited, under this subsection, from being open for business.
- (i) A readable sign shall be posted at the main entrance identifying the establishment. Signs shall comply with the sign requirements of this Code.
- (j) Minimum lighting shall be provided in accordance with the building code, as adopted by the city council, and at least one artificial light of not less than 40 watts (or equivalent illumination) shall be provided in each enclosed room or booth.
- (k) Ordinary beds or mattresses shall not be permitted in any massage establishment or spa establishment.
- (l) No massage establishment or spa establishment shall knowingly or recklessly allow any minor (*i.e.*, a person under the age of 18) to be or remain inside the massage establishment or spa establishment unless the minor is accompanied by his or her parent, legal guardian, or a person who is at least 21 years of age and has been entrusted with the minor by the minor's parent or legal guardian.
- (m) No person shall knowingly or recklessly touch, manipulate, fondle, or handle in any manner the sexual organs, genital area, or anus of any other person on the premises of a massage establishment or spa establishment.
- (n) Massage establishments and spa establishments shall post and maintain a copy of the human trafficking notice available on the Georgia Bureau of Investigation internet website (as per O.C.G.A. § 16-5-47) in each public restroom for the establishment and in another conspicuous location in clear view of the public and employees where similar notices are customarily posted.
- (o) It shall be unlawful to operate a massage establishment or spa establishment with storefront windows that have material and glazing applied or affixed that reduces light transmission through the windows to less than 32%, plus or minus 3 percent, or increase light reflectance to more than 20 percent.
- (p) Massage establishments, spa establishments, and their employees shall ensure that storefront windows are not blocked by curtains, blinds, posters, advertisements, or any other screening material.

Sec. 12-169. Inspection.

Massage establishments, spa establishments, and their employees shall permit the city manager, Director of Public Safety, and/or their designees or agents to inspect, from time to time on an occasional basis, any portion of the establishment premises where patrons are permitted, for the purpose of ensuring compliance with the regulations of this article, during those times when the establishment is occupied by any patron or is open to the public. This section shall be narrowly construed by the city to authorize reasonable inspections of the licensed premises pursuant to this article.

Sec. 12-170. Revocation of license or work permit.

- (a) *Revocation for specific violations.* The Director of Public Safety or designee shall issue a written notice of intent to revoke a massage/spa establishment license or a massage/spa establishment work permit, as applicable, if:

- (1) The licensee or work permit holder has failed to maintain the qualifications for holding a license or work permit;
 - (2) The licensee or work permit holder has recklessly given false information in the application for the license or the employee work permit or has failed to supplement the application information as required by section 12-165(b) or section 12-167(b) after a change of circumstances that rendered the information originally submitted false or incomplete;
 - (3) The licensee or work permit holder has failed to maintain correct and accurate records as required by this article;
 - (4) The licensee or work permit holder has engaged in or recklessly allowed possession, use, or sale of controlled substances on the premises of the establishment;
 - (5) The licensee or work permit holder has engaged in or recklessly allowed prostitution on the premises of the establishment;
 - (6) The licensee or work permit holder has engaged in or recklessly allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment;
 - (7) The licensee or work permit holder has knowingly or recklessly allowed a person under the age of twenty-one (21) years to consume alcohol on the premises of the establishment;
 - (8) The licensee or work permit holder has violated section 12-168(c);
 - (9) The licensee or work permit holder has knowingly or recklessly allowed any minor (*i.e.*, a person under the age of 18) to be or remain inside the massage establishment or spa establishment unless the minor is accompanied by his or her parent, legal guardian, or a person who is at least 21 years of age and has been entrusted with the minor by the minor's parent or legal guardian; or
 - (10) The licensee or work permit holder has recklessly allowed three (3) or more violations of this article within a twelve-month period.
- (b) When a notice of intent to revoke a license or employee work permit has been issued, the licensee, any person listed on the licensee's application, or the work permit holder, as the case may be, shall not apply for or be issued any new license or permit under Alpharetta City Code Chapter 3, Chapter 8, or Chapter 12, until such notice has been withdrawn or, if revocation has become effective, until two (2) years after the effective date of revocation.
- (c) When any person listed on a massage/spa establishment license application, any employee of the establishment, or any person who performs massage at the establishment, is arrested for unlawful sexual conduct of any kind alleged to have occurred at the massage establishment or spa establishment, no person listed on the establishment's license application and no employee of the establishment may apply for or be issued any new license or permit for that location under Alpharetta City Code Chapter 3, Chapter 8, or Chapter 12, until the arrestee is cleared or until ninety (90) days following the arrest have passed, whichever occurs sooner.

Sec. 12-171. Hearing; license denial, revocation; appeal.

- (a) When the Director of Public Safety or designee issues a written notice of intent to deny or revoke a license or employee work permit, the Director of Public Safety or designee shall immediately send such notice, which shall include the specific grounds under this article for such action, to the applicant or licensee/work permit holder (respondent) by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the Alpharetta Department of Public Safety, Records Division for the respondent. The notice shall also set forth the following: The respondent shall have ten (10) days after the delivery of the written notice to submit, at the office of the Director of Public Safety or designee, a written request for a hearing. If

the respondent does not request a hearing within said ten (10) days, the city manager's written notice shall become a final denial or revocation, as the case may be, on the thirtieth (30th) day after it is issued.

- (b) If the respondent does make a written request for a hearing within said ten (10) days, then the Director of Public Safety or his or her designee shall, within ten (10) days after the submission of the request, send a notice to the respondent indicating the date, time, and place of the hearing. The hearing shall be conducted not less than ten (10) days nor more than twenty (20) days after the date that the hearing notice is issued.
- (c) The city administrator or his designee shall serve as the hearing officer for any such appeal.
- (d) At the hearing, the respondent shall have the opportunity to present all relevant arguments and to be represented by counsel, present evidence and witnesses on his or her behalf, and cross-examine any of the city's witnesses. The respondent shall bear the burden of proving entitlement to the license. The hearing shall take no longer than one (1) day, unless extended at the request of the respondent to meet the requirements of due process and proper administration of justice. The hearing officer shall issue a final written decision, including specific reasons for the decision pursuant to this article, to the respondent within five (5) days after the hearing.
- (e) If the decision is to deny or revoke the license, the decision shall advise the respondent of the right to appeal such decision to a court of competent jurisdiction, and the decision shall not become effective until the thirtieth (30th) day after it is rendered. If the hearing officer's decision finds that no grounds exist for denial or revocation of the license, the hearing officer shall, contemporaneously with the issuance of the decision, order the Director of Public Safety to immediately withdraw the intent to deny or revoke the license and to notify the respondent in writing by certified mail of such action. If the respondent is not yet licensed, the Director of Public Safety shall contemporaneously therewith issue the license or work permit to the applicant.
- (f) If any court action challenging a licensing or work permitting decision is initiated, the city shall consent to expedited briefing and/or disposition of the action, shall comply with any expedited schedule set by the court, and shall facilitate prompt judicial review of the proceedings.

Sec. 12-172. - Location; development standards.

It shall be unlawful to establish a massage establishment or a spa establishment in the city, unless said establishment is at least 300 feet from Georgia Highways 9 or 120 and at least 300 feet from any parcel occupied by a house of worship, public or private elementary or secondary school, public park, state-licensed day care facility, any residence or within three hundred (300) feet of any parcel of land upon which another massage establishment or spa establishment is located. For the purpose of this subsection, measurements shall be made in a straight line in all directions without regard to intervening structures or objects, from the closest point on a boundary line of the massage establishment or spa establishment parcel to the closest point on the Georgia Highways 9 or 120 right-of-way or to the closest point on a boundary line of any parcel containing a house of worship, public or private elementary or secondary school, public park, or residence.

Sec. 12-173. - Severability.

It is hereby declared to be the intention of the mayor and city council that the sections, paragraphs, sentences, clauses and phrases of this enactment are severable, and if any phrase, clause, sentence, paragraph or section hereof shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this enactment, since the same would have been enacted by the mayor and city council without the incorporation herein of any such unconstitutional phrase, clause, sentence, paragraph or section.

Sec. 12-174. Remedies.

- (a) Any premises, building, dwelling, or other structure in which a massage establishment or spa establishment is operated or maintained in violation of this article is declared to be a public nuisance, harmful to the public health, safety, and welfare. The city's legal counsel may bring an action in the Superior Court of Fulton County to restrain, prohibit, and/or enjoin the use of such premises as a massage establishment or spa establishment in the Superior Court of Fulton County.
- (b) The operation of a massage establishment or spa establishment by a partnership, limited liability company, corporation, or other legal entity in violation of this article is declared to be a public nuisance, harmful to the public health, safety, and welfare. The city's legal counsel may bring an action in the Superior Court of Fulton County to restrain, prohibit, and/or enjoin such operation of a massage establishment or spa establishment.
- (c) The operation of a massage establishment by a person in violation of this article is declared to be a public nuisance, harmful to the public health, safety, and welfare. The city's legal counsel may bring an action in the Superior Court of Fulton County to restrain, prohibit, and/or enjoin such operation of a massage establishment or spa establishment.
- (d) It shall not be necessary, in order to obtain an injunction under this section, to allege or prove that there is no adequate remedy at law or to allege or prove any special injury.
- (e) If the court declares a massage establishment or spa establishment to be a nuisance, or if the court issues an injunction against a massage establishment or spa establishment pursuant to this article, the city shall be entitled, on motion, to recover its reasonable attorneys' fees and costs incurred in bringing the action.

Secs. 12-175—12-184 Reserved.



STAFF REPORT

Submitting Department: Public Works
Submitted By: Pete Sewczwicz, Public Works Director
Meeting Date: March 21, 2016

I. AGENDA ITEM TITLE: PEDESTRIAN IMPROVEMENTS AT SR9 / SR120 INTERSECTION

II. RECOMMENDATION:

Staff requests direction from City Council in light of GDOT's denial of proposed changes to State Route 120 at its intersection with State Route 9.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO FISCAL IMPACTS
ASSOCIATED WITH DISCUSSION OF THIS ITEM.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

City Staff was previously directed to identify and create concept designs for improvements to be made to the intersection of State Route 120 at its intersection with State Route 9 for the purpose of elevating pedestrian safety and providing for a "pedestrian safe haven" within the center median.

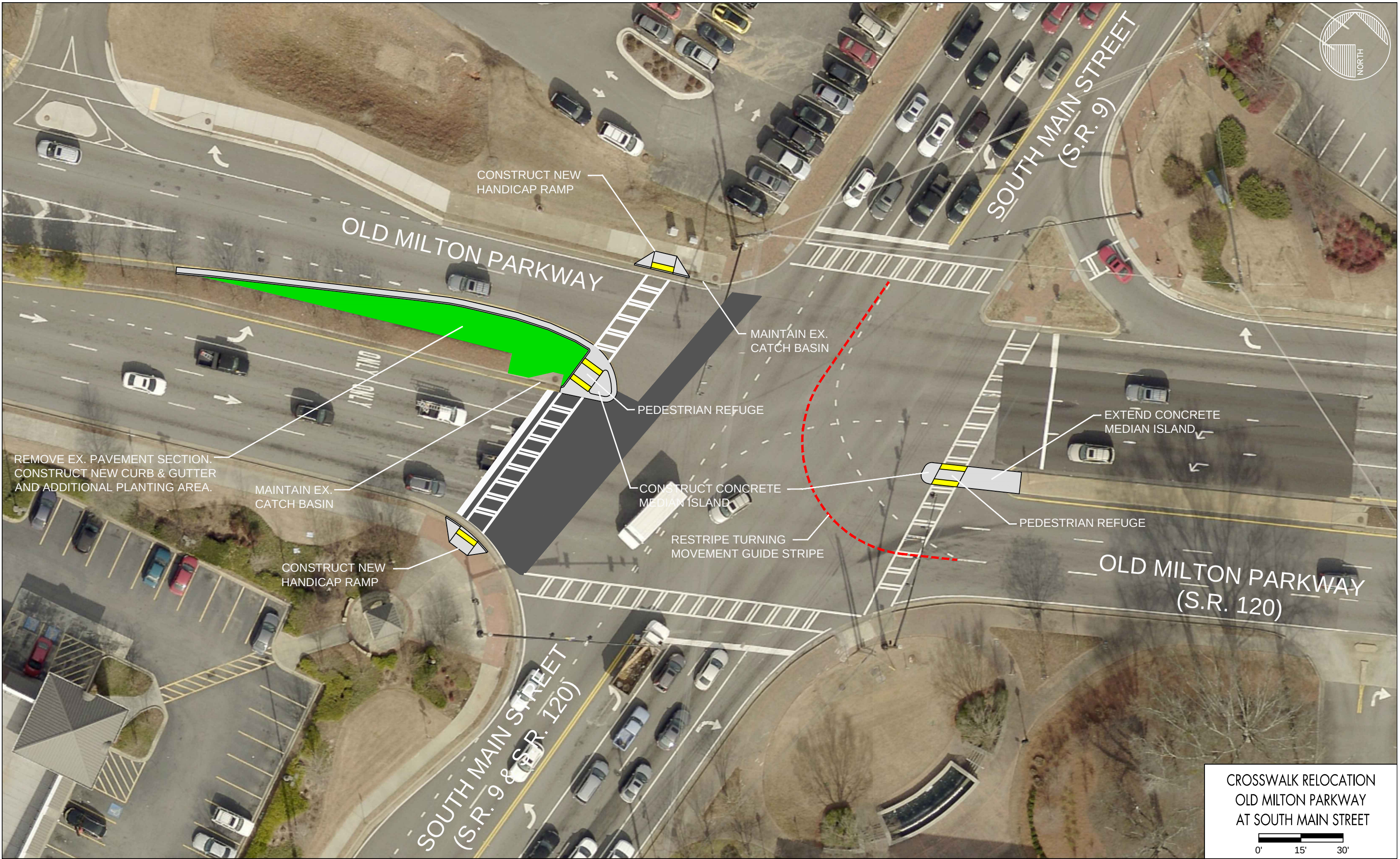
On March 14, the Georgia Department of Transportation (GDOT) has, via the District 7 Traffic Operations Manager, rejected the City's concept and has denied the City's proposal to make any changes to State Route 120 on the east side of its intersection with State Route 9. In its denial, GDOT indicates that the proposed changes would offer "no net benefit (operationally) to the pedestrian walk on the east side" of the intersection and that the proposal may have negative impacts on vehicular movement.

GDOT has indicated that the City may choose to affect improvements to the west side of the intersection, as "most of the changes occur on City property."

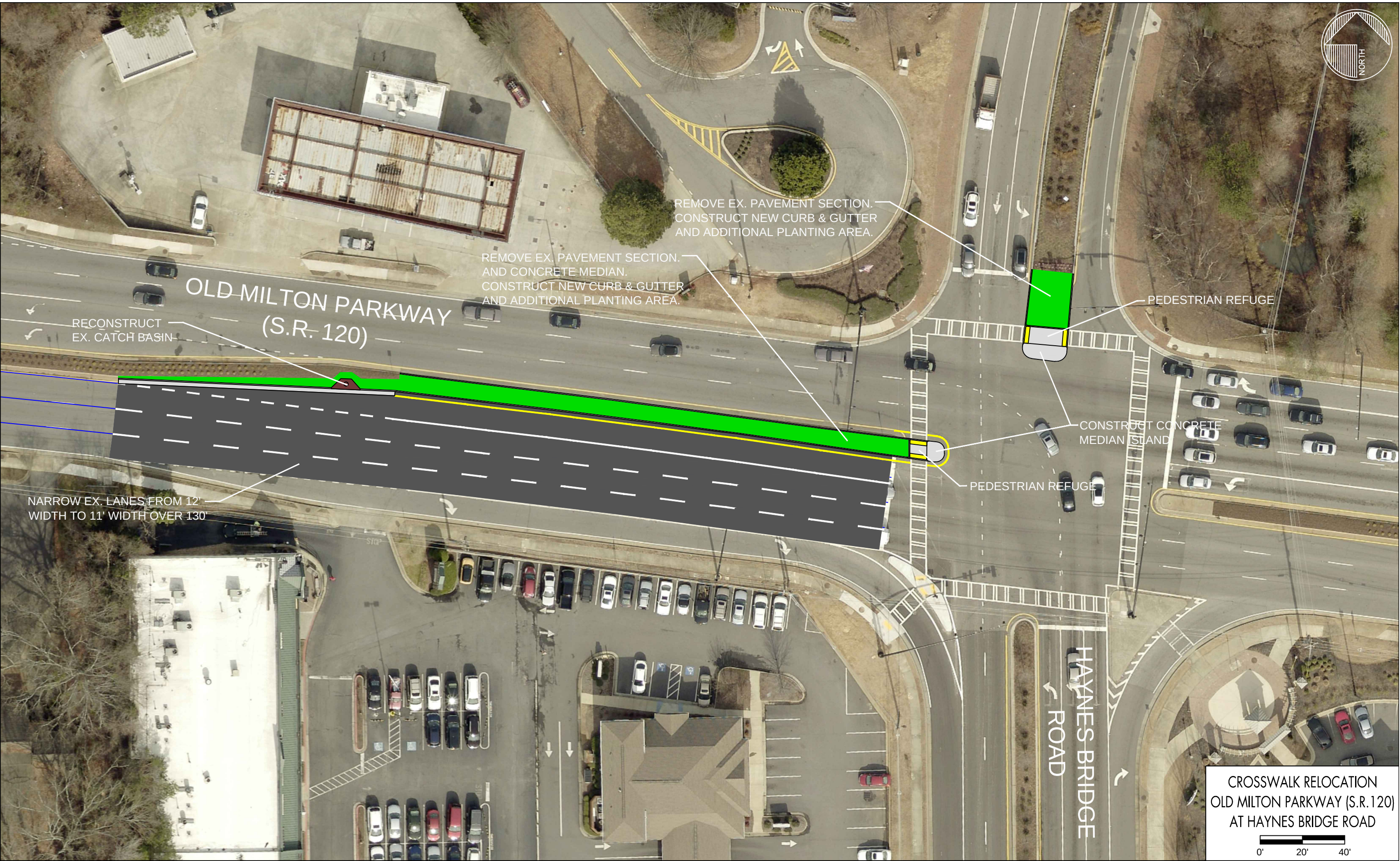
V. ALTERNATIVES:

VI. ATTACHMENTS:

Concept Design - Old Milton at SR9, Concept Design - Old Milton at Haynes Bridge Road



A horizontal bar divided into three equal segments of 10' each. The segments are colored white, black, and white from left to right. Below the bar, the labels 0', 15', and 30' are positioned at the start, middle, and end of the bar respectively.



CROSSWALK RELOCATION
OLD MILTON PARKWAY (S.R. 120)
AT HAYNES BRIDGE ROAD

