AGENDA

City of Carrollton Mayor and Council Meeting

June 06, 2016

6:00 p.m.

Public Safety Complex, Court/Council Chambers, 115 West Center Street, Carrollton, Georgia

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

IV. CITIZEN COMMENTS
(Please state your name and address for the record and limit comments to three minutes.)

V. MINUTES (May 2, 2016) 1-4

VI. APPROVAL OF AGENDA ITEMS FOR CONSIDERATION

1. **Proclamation: Carrollton High School Student Ambassadors 5**
2. **Resolution 12-2016: Alcoholic Beverage Ordinance Amendment 6-16**
3. **Resolution 13-2016: FY 2015-2016 Budget Amendment 17-28**
4. **Resolution 14-2016: Charitable Donations 29-31**
5. **Bleakley Multi-Family Housing Report**
6. **Adoption of Utility Rates and Fees 32-34**
7. **Public Hearing: FY 2016-2017 Budget 35**
8. **2016 Hazard Mitigation Plan 36-38**
9. **Zagster Bike Share Program 39-49**

VII. MAYOR AND COUNCIL ANNOUNCEMENTS

VIII. CITY MANAGER ANNOUNCEMENTS

IX. ADJOURN

The Agenda for each Mayor and Council Meetings is available for review in the City Manager's Office, 315 Bradley Street, Carrollton, Georgia and the City's website, www.carrollton-ga.gov five (5) business days prior to a Mayor and Council Meeting. A summary of Agenda items acted upon is available within 48 hours of the meeting at the address and website listed above. Minutes to any previous meeting (once adopted) are available upon request at or the City's website, www.carrollton-ga.gov. The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at a meeting, the City will try to accommodate you in every reasonable manner. Please call (770) 830-2000 from 8:30 a.m. to 5:00 p.m. Monday through Friday at least 48 hours prior to the meeting.

MINUTES

City of Carrollton Mayor and Council Meeting

May 2, 2016

6:00 p.m.

Public Safety Complex, Court/Council Chambers, 115 West Center Street, Carrollton, Georgia

I. CALL TO ORDER

The Mayor and Council met in a regular session on Monday, May 02, 2016, in the Public Safety Complex, Court/Council Chambers, 115 West Center Street, Carrollton, Georgia. Mayor Hollingsworth called the meeting to order at 6:00 p.m. Members present: Mayor Walt Hollingsworth, Councilmember Gerald Byrd, Councilmember Met Lane, and Councilmember Rory Wojcik. Members absent: Councilmember Jim Watters.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Hollingsworth.

III. INVOCATION

The invocation was led by Pastor Frederick Ricks.

IV. CITIZEN COMMENTS

James Gross, owner of La Trattoria Restaurant in downtown Carrollton and a resident at North Lakeshore Drive, expressed concerns regarding traffic issues in downtown Carrollton. Mr. Gross stated that traffic moves way too fast in the area and it isn't safe. Mr. Gross advised that he will be in attendance at a Merchants Meeting on May 10th to discuss the traffic situation on Adamson Square. Mr. Gross also suggested a meeting with the Main Street Board to get a consensus regarding the traffic issues. Mr. Gross suggested that the Mayor and Council take into consideration a five-year plan addressing downtown traffic. Councilmember Byrd agreed that something needs to be done regarding the traffic problem and stated that he would like a copy of the report from Mr. Gross regarding the upcoming Merchants Meeting.

V. MINUTES (April 11, 2016)

Motion by Councilmember Byrd, seconded by Councilmember Wojcik to approve the minutes of the April 11, 2016 meeting. (Motion passed 4-0, Councilmember Watters absent).

VI. APPROVAL OF AGENDA ITEMS FOR CONSIDERATION

Motion by Councilmember Lane, seconded by Councilmember Wojcik to approve the agenda as presented. (Motion passed 4-0, Councilmember Watters absent).

1. Proclamation: Dr. Price Michael

A proclamation was read and a key to the City was presented to Dr. Price Michael in honor of his accomplishments and leadership to the University of West Georgia and the City of Carrollton.

2. Water Tank Tower Lease

City Manager Grizzard presented to the Mayor and Council for their consideration a request to move forward with the approval of the Water Tower Lease Agreement between the City of Carrollton and Verizon Wireless for the water tower located at Brumbelow Road. City Manager Grizzard advised that the lease of the water tank tower brings in revenue of approximately $50,000 annually.

Motion by Councilmember Byrd, seconded by Councilmember Wojcik to approve the Water Tank Tower Lease Agreement between the City of Carrollton and Verizon Wireless for the water tank tower located at Brumbelow Road and authorize the City Manager to negotiate any minor variation. (Motion passed 4-0, Councilmember Watters absent).

3. Birkdale Blvd. Traffic Calming Measures

City Manager Grizzard advised that sealed bids were received for the Birkdale Blvd. Resurfacing and Traffic Calming Project as follows:

Baldwin Paving -	$369,139.45, Proposal Rating – 10.00
McIntosh Specialty Services -	$412,243.36, Proposal Rating – 9.60

City Manager Grizzard advised that the project is funded out of the Streets and Sanitation Fund and is budgeted as a part of the current fiscal year's paving project budget.

City Manager Grizzard stated that it is staff's recommendation to award this project to Baldwin Paving in the amount of $369,139.45.

Motion by Councilmember Lane, seconded by Councilmember Byrd to enter into a contract with Baldwin Paving in the amount of $369,139.45 for completion of the Birkdale Blvd. traffic calming measures. (Motion passed 4-0, Councilmember Watters absent).

4. Alcohol Ordinance Discussion

City Manager Grizzard addressed the Mayor and Council on a need to amend City's current Alcoholic Beverage Ordinance. City Manager Grizzard mentioned the possibility of a microbrewery opening in Carrollton. City Manager Grizzard stated that there was some language which needs to be included in the Alcoholic Beverage Ordinance regarding microbreweries and brew pubs. City Manager Grizzard stated that another matter which needs to be addressed is the issue of brown-bagging alcoholic beverages downtown and whether or not we want to allow it.

Erica Studdard who is working with staff to draft an ordinance to allow for microbreweries stated that brown bagging occurs downtown despite the current prohibition. City Attorney Chuck Conerly stated that brown-bagging is a violation of the City's open container ordinance. City Attorney Conerly advised that a decision needs to be made as to whether or not we want to allow it.

Councilmember Wojcik stated that he loves the idea of a brew pub. Councilmember Wojcik also said that he would like to hear the opinions from individuals other than the merchants. Councilmember Wojcik advised that he posted a poll on his social media page regarding the issue of brown-bagging alcoholic beverages and a majority of the responders did not know that brown-bagging isn't allowed downtown. Councilmember Wojcik stated that he would like to see the ordinance changed.

Councilmember Byrd stated that he has observed several events at the AMP and has never witnessed any violence and that the patrons are always very well behaved. He stated that he has not seen one single incident where open containers resulted in a brawl or fight.

At this time, Councilmember Lane made a motion to suspend the rules to allow for public comments on the matter and the motion was seconded by Councilmember Wojcik. (Motion passed 4-0, Councilmember Watters absent.

Mr. Greg Smith spoke on behalf of the new microbrewery business that he wants to open, Printers Ale Manufacturing Company, which will manufacture beer. Mr. Smith stated that the building will include a tasting room and staff will be available to provide tours of the facility. Mr. Smith stated that the business would be a brewery only and not a restaurant.

City Attorney Conerly explained that a microbrewery is a beer manufacturing and distribution facility and a brew pub is a restaurant which also manufactures beer on site.

Mr. James Gross, the owner of La Trattoria Restaurant in downtown Carrollton stated that he isn't against brown-bagging. Mr. Gross stated that he has had some of his customers request to bring in their own bottle of specialty wine and that it is prohibited to do so in the City's current Alcoholic Beverage Ordinance. Mr. Gross stated that he would like for the proposed ordinance to allow patrons to bring their special wines into restaurants.

City Attorney Conerly explained the current ordinance in detail and stated that the idea is to clean up the current Alcoholic Beverage Ordinance as much as possible in order to eliminate confusion.

There being no additional public comments, Mayor Hollingsworth announced that he would be going back to discuss the regular agenda items.

5. Appointment: Board of Development Appeals (1)

Motion by Councilmember Met Lane, seconded by Councilmember Gerald Byrd to reappoint Queentine Vallair to a new term on the Board of Development Appeals (new term expires April 1, 2019). (Motion passed 4-0, Councilmember Watters absent).

6. Appointment: Historic Preservation (2)

Motion by Councilmember Wojcik, seconded by Councilmember Byrd to reappoint Alison Tanner and Jacqueline Dost to new terms on the Historic Preservation Commission (new term expires May 1, 2019). (Motion passed 4-0, Councilmember Watters absent).

VII. MAYOR AND COUNCIL ANNOUNCEMENTS

Councilmember Byrd thanked City Staff for their work at Bristol Lakes. In addition, Councilmember Byrd expressed concerns regarding the traffic situation at Thomas Homes. Councilmember Byrd also stated that he would like to review the redlined draft of the proposed Alcoholic Beverage Ordinance. Councilmember Byrd also stated that he wants an employee climate survey presented to employees. In addition, Councilmember Byrd stated that he wants staff to look into the possibility of a hands-free cellular phone ordinance.

Councilmember Lane thanked those in attendance at the meeting for speaking out about issues of concern.

Mayor Hollingsworth expressed appreciation to the Recreation Department for hosting the recent State Gymnastics Meet. Mayor Hollingsworth also thanked the Fire Department and noted that he has received praises for the Fire Department regarding the recent apartment fire at Governors Court Apartments. Mayor Hollingsworth also thanked the EMS, Police, and Fire Department for their participation in the Narcan event, noting that staff members are now certified and departments will soon be equipped to handle drug overdose situations should the need arise. In addition, Mayor Hollingsworth also expressed appreciation to Tommy Holland for the work on Hays Mill Road. Mayor Hollingsworth also stated that he attended a great meeting with City Manager Grizzard and City Engineer Tommy Holland regarding traffic issues at Oak Mountain.

VIII. CITY MANAGER ANNOUNCEMENTS

City Manager Grizzard stated how well employees address public concerns. City Manager Grizzard also thanked Mayor Hollingsworth for all that he does.

Councilmember Lane also thanked Mayor Hollingsworth for the time he takes in the interest of the City.

IX. ADJOURN

There being no additional business to discuss, the meeting was adjourned at 7:10 p.m.

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Office of the Mayor

Carrollton, Georgia

Proclamation

2016

Carrollton High School Student Ambassadors

WHEREAS, it is with great pleasure and tremendous pride that the Mayor and City Council of the City of Carrollton express our sincere congratulations to the 2016 Carrollton High School Student Ambassadors; and

WHEREAS, the Student Ambassadors Program has been a great success because of the hard work and dedication of students and great faculty members who have devoted their time and efforts into making their community stronger and encouraging civic participation by conducting voter registration drives and opinion polls at their school; and

WHEREAS, the Carrollton High School Student Ambassadors have volunteered their time and service to the Carroll County Soup Kitchen, the Kiwanis Pancake Breakfast, First United Methodist Church Youth Group, Whitesburg Baptist Church, Our Lady of Perpetual Help Catholic Church Youth Group, and partnered with the local Special Olympics to help athletes train for State Olympic competition; and

WHEREAS, the Student Ambassadors also initiated a service project focused on educating their peers on the effects of alcohol and the dangers of drinking and driving and took great pride in the project in an effort to end drinking and driving in their community; and

THEREFORE, the Mayor and Council are pleased to publicly recognize the following members of the **2016 Carrollton High School Student Ambassadors:**

Hannah Brooks
Kirby Criswell
Thomas Culwell
Holley Dalton
Jill Fazio
Tim Green
Max Schoenfeld
Leigh Anne Turner
Anthony Zheng

for their fine efforts and present this proclamation to each as an expression of the affection and admiration from the Mayor and Council and all of our citizens.

This 6th day of June, 2016

Walt Hollingsworth, Mayor
City of Carrollton

315 Bradley Street
Carrollton, Georgia 30117
City Hall: (770) 830-2000

P.O. Box 1949
Carrollton, Georgia 30112
Fax: (770) 830-2026

Office of the City Manager

MEMORANDUM

TO: Mayor and City Council

FROM: Tim Grizzard, P.E., City Manager

RE: Resolution 12-2016 Alcohol Ordinance Amendment

DATE: May 27, 2016

Attached for your consideration is Resolution 12-2016 to amend Chapter 6 of the Alcohol Ordinance for the following purposes:

1. To define, allow, and regulate breweries and brewpups.
2. To allow and regulate the sale of alcoholic beverages by the drink at The Amp.
3. To allow for "brownbagging" at certain events at The Amp.
4. To allow for "brownbagging" of wine and malt beverages at establishments licensed to sell alcohol for consumption on the premises.

Please contact me with any questions or comments you may have.

RESOLUTION 12-2016

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CARROLLTON, STATE OF GEORGIA, TO AMEND CHAPTER 6 ("ALCOHOLIC BEVERAGES"), TO: DEFINE, ALLOW FOR, AND REGULATE BREWERIES AND BREWPUBS; TO ALLOW FOR AND REGULATE THE SALE OF ALCOHOLIC BEVERAGES BY THE DRINK AT THE CITY'S DOWNTOWN AMPHITHEATER; TO ALLOW FOR "BROWNBAGGING" AT CERTAIN EVENTS AT THE DOWNTOWN AMPHITHEATER; AND TO ALLOW FOR "BROWNBAGGING" OF WINE AND MALT BEVERAGES AT THOSE ESTABLISHMENTS LICENSED TO SELL ALCOHOL FOR CONSUMPTION ON THE PREMISES

WHEREAS, Chapter 6 ("Alcoholic Beverages") of the Code of Ordinances, City of Carrollton, Georgia regulates the purchase, sell, consumption, and possession of alcoholic beverages within the City of Carrollton; and

WHEREAS, the City has been approached by at least two businesses desiring, in one instance, to establish a brewery in Carrollton and, in the other instance, to establish a brewpub in Carrollton; and

WHEREAS, Chapter 6 ("Alcoholic Beverages") of the Code of Ordinances, City of Carrollton, Georgia does not currently address breweries or brewpubs; and

WHEREAS, the Mayor and City Council find it in the public interest to amend Chapter 6 ("Alcoholic Beverages") of the Code of Ordinances, City of Carrollton, Georgia to define, allow for, and regulate breweries and brewpubs; and

WHEREAS, the City's downtown amphitheater has been a tremendous addition to the City's central business district, having hosted many concerts and other special events; and

WHEREAS, many attendees wish to consume alcoholic beverages while attending concerts and other special events at the City's downtown amphitheater; and

WHEREAS, the Mayor and City Council find it in the public interest to amend Chapter 6 ("Alcoholic Beverages") of the Code of Ordinances, City of Carrollton, Georgia to clarify the circumstances under which alcoholic beverages may be purchased, sold, consumed, and possessed at the City's downtown amphitheater; and

WHEREAS, the City has been approached by several businesses holding licenses for the consumption of alcoholic beverages on the premises about allowing customers to bring in wine or malt beverages from other places and consume them on the licensed premises (commonly referred to as "brownbagging"); and

WHEREAS, the Mayor and City Council find it in the public interest to allow for brownbagging at businesses already holding licenses for the consumption of alcoholic beverages on the premises.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of Carrollton do hereby amend Chapter 6 ("Alcoholic Beverages") of the Code of Ordinances, City of Carrollton, Georgia as shown on Exhibit "A" attached hereto.

ADOPTED this 6th day of June, 2016.

MAYOR AND CITY COUNCIL OF CARROLLTON

Mayor, City of Carrollton	Clerk, City of Carrollton

Exhibit "A"

Chapter 6

ALCOHOLIC BEVERAGES

ARTICLE I. IN GENERAL

Sec. 6-1. Findings and public purpose.

. . .

(c) Consistent with the previous actions of the mayor and city council limiting malt beverage and wine sales by the drink for consumption on the premises ancillary to the primary business of serving food prepared on the premises, it is also the finding, intent and policy of the mayor and city council that the issuance of any alcoholic beverage license for consumption on the premises under this chapter shall be strictly limited to bona fide eating establishments ~~only~~ – which shall be either restaurants, supper clubs, private clubs, or alcoholic beverage caterers – or breweries as defined in this chapter and which meet all applicable requirements of the same.

. . .

(e) It is expressly not the intent of the mayor and city council to permit the sale of alcoholic beverages for consumption on the premises in nightclubs, bars, pubs, dancehalls, pool halls, gamerooms or any other establishment not qualifying as a bona fide eating establishment – either as a restaurant, supper club, private club, or alcoholic beverage caterer – or brewery as defined in this chapter.

. . .

Sec. 6-2. Purposes.

(a) The purposes of this chapter shall include, without necessarily being limited to, the following:

. . .

(3) Insuring that any licenses issued for the consumption of alcoholic beverages on the premises are issued only to a legitimate restaurant, supper club, private club, ~~or~~ alcoholic beverage caterer, or brewery;

. . .

Sec. 6-3. Definitions.

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

. . .

Brewpub means a restaurant in which beer or malt beverages are manufactured or brewed, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36 for retail consumption on the premises and solely in draft form. Brewpubs shall be licensed as restaurants as set forth in this ordinance.

Brewery means a manufacturer or producer of malt beverages for wholesale off the premises but does not include a brewpub as that term is defined in this section.

. . .

Malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, ~~containing not more than six percent alcohol by volume~~ and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

. . .

Sec. 6-6. Regulation of open consumption in public; possession of open containers.

. . .

(h) *Downtown amphitheater.* Notwithstanding any other provision in this chapter to the contrary, a licensee for the sale of alcoholic beverages by the drink or for the consumption of alcoholic beverages on the licensee's premises located within the central business district of the city (i.e., that portion of the city zoned C-1 and generally described as Adamson Square and surrounding areas) may apply for a special event permit to sell and serve alcoholic beverages by the drink for events open to the general public at the city's downtown amphitheater. The sale and service of alcoholic beverages pursuant to any such special event permit shall be strictly limited to those portions of the amphitheater and surrounding properties designated by the city manager or his designee. The sale and service of alcoholic beverages pursuant to any such special event permit shall be from a fixed location and shall be from a bar or countertop of at least the following dimensions: ten feet in length, three and one-half feet in height, and two feet in depth. Any such licensee shall make written application to the city manager or his designee for a special event permit on forms provided by the city. Failure to furnish any requested data shall automatically serve to dismiss the application. Any untrue or misleading information contained in, or material statement omitted from, an application for a special event permit shall be cause for denial or revocation thereof. The city manager or his designee, in their discretion, shall have the right to deny or impose conditions on any such special event permit. All applications for a special event permit must be submitted to the city manager or his designee at least 30 days prior to the date of the event, unless waived by the city manager or his designee. The fee for such special event permit shall be $150.00.

. . .

ARTICLE II. LICENSING

Sec. 6-26. Required, classifications, fee, duration.

. . .

(b) *Classification, fee.* Classes of licenses issued under this chapter, activities permitted and regulated thereunder, and the annual license fees, shall be as follows:

. . .

(4) *Brewery license:* $1,000.00.

. . .

(e) *Application fees.* Each application for a license under this chapter shall be accompanied by a nonrefundable application fee in the following amount:

. . .

(17) *Brewery,* $500.00.

. . .

(g) *Issuance restrictions.* The following restrictions shall apply to persons seeking a license under this chapter:

(1) No person shall hold a license to operate as a retail consumption dealer or retail dealer who also has an interest in a license to operate as a wholesale dealer or as a brewery; and

. . .

Sec. 6-27. Procedure for issuance.

(a) A license issued to an individual under this article shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages (wholesaler or brewery) shall be issued in the name of the corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be the named licensee.

. . .

(c) In the case of a corporation having as its principal business the sale of alcoholic beverages (wholesaler or brewery), the majority stockholder and each principal officer of the corporation shall join as applicants for the license; and each such person must meet the qualifications of an individual licensee, as provided in section 6-28.

. . .

Sec. 6-28. Qualifications.

. . .

(f) No license for the sale of alcoholic beverages by the drink for consumption on the premises shall be issued to any applicant who does not meet the requirements of a private club, restaurant, supper club, ~~or~~ alcoholic beverage caterer, or brewery.

. . .

ARTICLE III. LOCATION AND ZONING

Sec. 6-56. Zoning restriction.

(a) No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the city manager, located under the planning and zoning ordinance of the city in a C-1, C-2, C-3, M-1, M-2, H-S, or O-I zoning district subject to the specific limitations of the respective districts.

(b) No retail license for the sale of distilled spirits by the package shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the city manager, located under the planning and zoning ordinance of the city in a C-2, M-1, and M-2 zoning district subject to the specific limitations of the respective districts.

(c) No license shall be granted under this chapter for a brewery unless the premises to be licensed are, at the time the application is approved by the city manager, located under the planning and zoning ordinance of the city in an M-1 or M-2 zoning district subject to the specific limitations of the respective districts.

(d) Limitations related to locations in residential zoning districts shall not apply to golf course clubhouse facilities otherwise meeting all applicable provisions of this article subject to the limitations of the respective districts.

(~~b~~e) The number of the licenses already granted for similar businesses within the city limits and in the trading area of the place for which a license is sought shall be considered a factor in issuing licenses.

Sec. 6-57. Proximity restrictions.

(a) No premises shall be licensed under this chapter whose location is within the following distances:

(1) Any wine or malt beverages, whether packaged or for consumption on the premises (including breweries), within 300 feet of any church building, school building, school grounds, or college campus.

. . .

(3) Any wine, malt beverages, or distilled spirits, whether packaged or for consumption on the premises (including breweries), within 300 feet of an alcoholic treatment center owned and operated by the state, county, or the city.

. . .

Sec. 6-58. Sale, service in public places.

(a) *Prohibition.* Except as provided in section 6-6(h), section 6-40, and subsection (b) of this section, it shall be unlawful for any person to sell or serve any alcoholic beverages in a street, alley, or parking lot commonly used by the public or in any other public place or on public property. Private parties and organizations may apply for a special alcoholic beverage event permit from the city manager of the city or his designee to serve (not sell) alcoholic beverages on any city-owned property.

. . .

(d) *Issuance of the special alcoholic beverage event permit.* A special alcoholic beverage event permit may be applied for and conditionally approved by the city manager or his designee prior to the execution of a rental agreement/deposit for the event ~~with the city parks, recreation, and cultural arts department for use of the Carrollton Cultural Arts Center or the Old City Gym~~. However, final approval of the permit shall not be granted until a copy of the executed agreement is provided. If a special alcoholic beverage event permit is granted by the city manager of his designee, it shall be good only for the specified event set forth in the application, not to exceed three days in duration.

. . .

(j) *All provisions of city parks, recreation, and cultural arts rental agreement, rules and regulations applicable.* The issuance of a special alcoholic beverage event permit is in addition to all the provisions of the city parks, recreation, and cultural arts rental agreement and rules and regulations ~~for the Carrollton Cultural Arts Center or the Old City Gym~~ and does not relieve the recipient for compliance with same.

. . .

Sec. 6-89. Containers, storage, illumination.

(a) Except in the case of breweries and brewpubs, ~~A~~alcoholic beverages shall be delivered to and received at licensed premises only in the original container and only in a conveyance owned and operated by a licensed wholesale dealer (or a licensed common carrier acting for a wholesaler). Except as otherwise provided in this chapter, alcoholic beverages shall be sold at retail only on the licensed premises.

(b) Except as otherwise provided in this chapter, a retail licensee shall store alcoholic beverages only on the licensed premises and at no other place. All stock shall be available at all times for inspection by any authorized agent of the city. Except in the case of breweries and brewpubs, ~~A~~any

alcoholic beverages found in any retail licensee's stock which were not received from a wholesaler licensed to make deliveries in the city shall be subject to immediate confiscation.

. . .

ARTICLE VII. CONSUMPTION ON THE PREMISES

Sec. 6-156. Eligibility for license—Restricted.

Any type consumption on the premises license may be granted only to a restaurant, as defined under section 6-157; a supper club as defined under section 6-158; ~~and~~ a private club, as defined under section 6-159; a golf course clubhouse facility as defined in sections 6-159.5 and 6-159.6; ~~and~~ an alcoholic beverage caterer as defined in section 6-159.7; and a brewery as defined in section 6-159.8.

. . .

Sec. 6-159.5. Same—Golf course clubhouse facility—Restaurant.

In order to be eligible for a pouring or limited pouring license, a golf course clubhouse facility—restaurant must:

. . .

6. Have at least 50 percent of its total sales compr~~om~~ised of the sale of food prepared on the premises and nonalcoholic beverages consumed on the premises; and for this purpose, if a restaurant makes a minimum charge, cover charge, or admission charge, or any other non-food or non-alcoholic beverage charge, the amount so charged shall not be counted in computing total sales and shall not be counted as a food or beverage sale;

. . .

Sec. 6-159.8. Same—Brewery.

(a) Breweries must comply with all applicable city, state and federal license requirements.

(b) Breweries must pay all applicable state, city and county taxes.

(c) Breweries may offer free tastings of malt beverages produced or manufactured on-site and educational and promotional tours during normal business hours in accordance with state law.

. . .

Sec. 6-167. Removal of beverages prohibited

(a) Except as provided in subsections (d), ~~and~~ (e), and (f) below, all alcoholic beverages sold by consumption on the premises licensees shall be consumed only on the licensed premises. It shall be unlawful

for any person to remove from the licensed premises any alcoholic beverages sold for consumption on the premises. Each licensee shall be responsible for ensuring that no person so removes any alcoholic beverages from the premises in any type of container.

. . .

(c) Except as provided in subsections (d), ~~and~~ (e), and (f) below, it shall be unlawful for any person to drink or have in his possession an open container of any alcoholic beverage:

(1) On any public street, sidewalk, park or other public place within the city, or upon or within any motor vehicle on the streets, sidewalks, parks and public places of the city; or

(2) While on private property, open to public view, without the express permission of the owner, agent or person in lawful possession thereof.

. . .

(f) For events for which special event permits have been obtained and that are open to the general public at the city's downtown amphitheater, attendees may have in their possession no more than seventy-two ounces of malt beverages and/or fifty ounces of wine not otherwise purchased pursuant to subsection (e) above. Any such malt beverages and/or wine may be consumed on the amphitheater premises only. No glass containers shall be allowed, and coolers shall be limited to no more than twenty-four inches along any dimension. Any such coolers must remain in possession of an adult at all times. All empty containers shall be removed and/or properly disposed of by the person consuming its contents. These provisions notwithstanding, a special event permitee may elect not to allow attendees to have in their possession malt beverages and/or wine not otherwise purchased pursuant to subsection (e) above.

. . .

Sec. 6-169. - Brown bag establishments prohibited; exception.

Brown bag establishments as defined in this chapter shall be prohibited within the city. However, any licensee for consumption of alcoholic beverages on the premises may allow customers to bring with them and consume on the licensed premises malt beverages and/or wine purchased from another location.

315 Bradley Street
Carrollton, Georgia 30117

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The City Of Carrollton Georgia
Live · Learn · Work · Play
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Carrollton, Georgia 30112

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Office of the City Manager

To: Tim Grizzard, City Manager

From: Jim Triplett, Finance Officer

Date: May 19, 2016

Re: FY 2016 Budget Amendments

Attached are the recommended budget amendments for the FY 2015-2016 budget. The eight (8) amendments are for the City's General Fund and Sanitation Fund. Each amendment contains the recommended amount along with a brief explanation.

Also attached is Resolution 13-2016 as required by state law when a Governing Body is amending its budget.

Please place on the agenda for the June 6, 2016 City Council Meeting.

RESOLUTION 13-2016

A RESOLUTION OF MAYOR AND COUNCIL OF THE CITY OF CARROLLTON, STATE OF GEORGIA ADOPTING AN AMENDMENT TO THE FISCAL YEAR 2015-2016 ANNUAL OPERATING BUDGET AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Carrollton, Georgia adopted the FY 2015-2016 budget in July, 2015, which specified expected revenues and expenditures for the City; and

WHEREAS, it is necessary to amend the budget for the City to cover increased expenditures for the following Line Items/Amounts:

01-5-101-52.3500	Mayor & Council	Training & Travel	$ 10,000
01-5-124-51.1100	Main Street	Salaries	$ 8,000
01-5-124-52.3300	Main Street	Advertising	$ 6,000
01-5-124-53.1130	Main Street	Event Expense	$ 15,000
01-5-210-52.1200	Legal	Legal Fees	$ 50,000
01-5-625-53.1100	Recreation–Programs	Operating Supplies	$100,000
01-5-626-53.1100	Recreation–Arts	Operating Supplies	$ 15,000
01-5-623-52.2240	Recreation–Parks	Repair/Maintenance Grounds	$ 25,000
01-5-128-51.2500	Human Resources	Tuition Reimbursement	$ 8,000
01-5-308-54.2200	Police	Motor Vehicles	$ 10,000
01-5-308-54.2500	Police	Other Non-Motorized EQ	$ 10,000
03-5-401-52.3910	Sanitation	Landfill Fees	$100,000
			$357,000

WHEREAS, it is necessary to amend the budget for the City to cover increased revenues for the following Line Items/Amounts:

01-31.1315	General Fund	Title Ad-Valorem Tax	$ 10,000
01-31.1315	General Fund	Title Ad-Valorem Tax	$ 29,000
01-31.1315	General Fund	Title Ad-Valorem Tax	$ 50,000
01-31.1315	General Fund	Title Ad-Valorem Tax	$ 12,500
01-34.7560	General Fund	Leisure Program Revenue	$100,000
01-31.1315	General Fund	Title Ad-Valorem Tax	$ 15,000
01-31.1315	General Fund	Title Ad-Valorem Tax	$ 8,000
01-33.1000	General Fund	Grant Revenue	$ 10,000
01-39.2100	General Fund	Sale of Fixed Assets	$ 6,000
01-38.3000	General Fund	Insurance Reimbursement	$ 4,000
01-31.6200	General Fund	Insurance Premium Tax	$ 12,500
03-34.4100	Sanitation Fund	Garbage Revenue	$100,000
			$357,000

WHEREAS, the City's Finance Department will be moving existing funds from one line item to another, and the City's General Fund and Sanitation Fund will cover the funds being requested for the City; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Carrollton, Georgia that the recitals above are true and correct and are incorporated herein, and that this resolution providing for said budget amendments become effective immediately upon adoption.

ADOPTED this 6th day of June, 2016.

MAYOR AND CITY COUNCIL OF CARROLLTON

_____	_____
Mayor, City of Carrollton	Clerk, City of Carrollton

City of Carrollton, GA
Major Budget Amendment

Name of Department Mayor & Council

Budget Amendment Number FY 16-01 Date 06/06/2016

Account Number	Account Title	Debit Amount	Credit Amount
01-5-101-52.3500	Training and Travel	$ 10,000	$
01-31.1315	Title Ad-Valorem Tax	$	$ 10,000
		$	$
		$	$
		$	$
		$	$
Total Amount of Transfers		$ 10,000	$ 10,000

Explanation of Budget Transfer Request To fund unbudgeted training and travel expenditures for new City Council members.

Signature of Department Head _____ Date _____

City Manager Approval _____ **Date** _____

Approved by City Council at the Meeting Date of: _____

Entered by Finance: _____ **Date** _____

City of Carrollton, GA
Major Budget Amendment

Name of Department Main Street - Recreation

Budget Amendment Number FY 16-02 Date 06/06/2016

Account Number	Account Title	Debit Amount	Credit Amount
01-5-124-51.1100	Salaries	$ 8,000	$
01-5-124-52.3300	Advertising	$ 6,000	$
01-5-124-53.1130	Event Expense	$ 15,000	$
01-31.1315	Title Ad-Valorem Tax	$	$ 29,000
		$	$
		$	$
Total Amount of Transfers		$ 29,000	$ 29,000

Explanation of Budget Transfer Request To fund unbudgeted expenditures associated with Main Street consolidation into the City's general fund.

Signature of Department Head _____ Date _____

City Manager Approval _____ **Date** _____

Approved by City Council at the Meeting Date of: _____

Entered by Finance: _____ **Date** _____

City of Carrollton, GA
Major Budget Amendment

Name of Department Legal

Budget Amendment Number FY 16-03 Date 06/06/2016

Account Number	Account Title	Debit Amount	Credit Amount
01-5-210-52.1200	Legal Fees	$ 50,000	$
01-31.1315	Title Ad-Valorem Tax	$	$ 50,000
		$	$
		$	$
		$	$
		$	$
Total Amount of Transfers		$ 50,000	$ 50,000

Explanation of Budget Transfer Request To fund unbudgeted legal expenditures.

Signature of Department Head _____ Date _____

City Manager Approval _____ **Date** _____

Approved by City Council at the Meeting Date of: _____

Entered by Finance: _____ **Date** _____

City of Carrollton, GA
Major Budget Amendment

Name of Department Recreation – Programs

Budget Amendment Number FY 16-04 Date 06/06/2016

Account Number	Account Title	Debit Amount	Credit Amount
01-5-625-53.1100	Operating Supplies	$ 100,000	$
01-34.7560	Leisure Program Revenue	$	$ 100,000
		$	$
		$	$
		$	$
		$	$
Total Amount of Transfers		$ 100,000	$ 100,000

Explanation of Budget Transfer Request To fund unbudgeted expenditures associated with higher than anticipated utilization of program services.

Signature of Department Head _____ Date _____

City Manager Approval _____ **Date** _____

Approved by City Council at the Meeting Date of: _____

Entered by Finance: _____ **Date** _____

City of Carrollton, GA
Major Budget Amendment

Name of Department Recreation – Arts

Budget Amendment Number FY 16-05 Date 06/06/2016

Account Number	Account Title	Debit Amount	Credit Amount
01-5-626-53.1100	Operating Supplies	$ 15,000	$
01-31.1315	Title Ad-Valorem Tax	$	$ 15,000
		$	$
		$	$
		$	$
		$	$
Total Amount of Transfers		$ 15,000	$ 15,000

Explanation of Budget Transfer Request To fund unbudgeted expenditures associated with higher than anticipated utilization of arts services.

Signature of Department Head _____ Date _____

City Manager Approval _____ **Date** _____

Approved by City Council at the Meeting Date of: _____

Entered by Finance: _____ **Date** _____

City of Carrollton, GA
Major Budget Amendment

Name of Department Sanitation

Budget Amendment Number FY 16-06 Date 06/06/2016

Account Number	Account Title	Debit Amount	Credit Amount
03-5-401-52.3910	Landfill Fees	$ 100,000	$
03-34.4100	Garbage Revenue	$	$ 100,000
		$	$
		$	$
		$	$
		$	$
Total Amount of Transfers		$ 100,000	$ 100,000

Explanation of Budget Transfer Request To fund unbudgeted landfill expenditures associated with higher than anticipated garbage revenue.

Signature of Department Head _____ Date _____

City Manager Approval _____ **Date** _____

Approved by City Council at the Meeting Date of: _____

Entered by Finance: _____ **Date** _____

City of Carrollton, GA
Major Budget Amendment

Name of Department Human Resources

Budget Amendment Number FY 16-07 Date 06/06/2016

Account Number	Account Title	Debit Amount	Credit Amount
01-5-128-51.2500	Tuition Reimbursement	$ 8,000	$
01-31.1315	Title Ad-Valorem Tax	$	$ 8,000
		$	$
		$	$
		$	$
		$	$
Total Amount of Transfers		$ 8,000	$ 8,000

Explanation of Budget Transfer Request To fund unbudgeted tuition reimbursement expenditures.

Signature of Department Head _____ Date _____

City Manager Approval _____ **Date** _____

Approved by City Council at the Meeting Date of: _____

Entered by Finance: _____ **Date** _____

City of Carrollton, GA
Major Budget Amendment

Name of Department Police

Budget Amendment Number FY 16-08 Date 06/06/2016

Account Number	Account Title	Debit Amount	Credit Amount
01-5-308-54.2200	Motor Vehicles	$ 10,000	$
01-5-308-54.2500	Other Non-Motorized EQ	$ 10,000	$
01-33.1000	Grant Revenue	$	$10,000
01-39.2100	Sale of Fixed Assets	$	$6,000
01-38.3000	Insurance Reimbursement	$	$4,000
		$	$
	Total Amount of Transfers	$ 20,000	$ 20,000

Explanation of Budget Transfer Request To fund unbudgeted expenditures from grant revenues, sale of fixed assets, and insurance claim reimbursements.

Signature of Department Head _____ Date _____

City Manager Approval _____ **Date** _____

Approved by City Council at the Meeting Date of: _____

Entered by Finance: _____ **Date** _____

315 Bradley Street
Carrollton, Georgia 30117

City Hall (770) 830-2000

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Office of the City Manager

City of Carrollton, GA
Major Budget Amendment

Name of Department Recreation - Parks

Budget Amendment Number FY 16-09 Date 06/06/2016

Account Number	Account Title	Debit Amount	Credit Amount
01-5-623-52.2240	Repair/Mntce Grounds	$ 25,000.00	
01-31.1315	Title Ad-Valorem Tax		$ 12,500.00
			$ 12,500.00
	Total Amount of Transfers	$ 25,000.00	$ 25,000.00

Explanation of Budget Transfer Request

To fund unbudgeted expenditures associated with the removal of trees on the Greenbelt.

Signature of Department Head _____ Date _____

City Manager Approval _____ Date _____

Approved by City Council at the Meeting Date of: _____

Entered by Finance: _____ Date _____

315 Bradley Street
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Fax: (770) 830-2026

Office of the City Manager

MEMORANDUM

TO: Mayor and City Council

FROM: Tim Grizzard, P.E., City Manager

RE: Resolution 14-2016 Charitable Donations

DATE: May 27, 2016

Attached for your consideration is Resolution 14-2016 to provide policies and procedures relating to financial assistance to civic organization, charities, non-profit groups, and other similar entities to ensure that any support given by the City complies with applicable law and is feasible given budgetary and other considerations.

Please contact me with any questions or comments you may have.

RESOLUTION 14-2016

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CARROLLTON, STATE OF GEORGIA, TO PROVIDE POLICIES AND PROCEDURES RELATING TO FINANCIAL ASSISTANCE TO CIVIC ORGANIZATIONS, CHARITIES, NON-PROFIT GROUPS, AND OTHER SIMILAR ENTITIES TO ENSURE THAT ANY SUCH ASSISTANCE COMPORTS WITH APPLICABLE LAW AND IS FEASIBLE GIVEN BUDGETARY AND OTHER CONSIDERATIONS

WHEREAS, civic organizations, charities, non-profit groups, and other similar entities often approach the City of Carrollton, Georgia ("City") about assisting them financially; and

WHEREAS, such entities often provide invaluable services to the City and its residents; and

WHEREAS, the Mayor and City Council of Carrollton find it in the public interest to support such entities within the constraints provided by law and as budgetary and other considerations allow; and

WHEREAS, the "Gratuities Clause" of the Georgia Constitution provides one such constraint, in that it provides "the General Assembly shall not have the power to grant any donation or gratuity . . . ;"

WHEREAS, the Georgia Supreme Court has determined the Gratuities Clause applies to municipalities; and

WHEREAS, the Georgia Supreme Court has also determined that the Gratuities Clause of the Georgia Constitution does not prohibit municipalities from providing financial assistance to civic organizations, charities, non-profit groups, and other similar entities when either (i) there is bargained for consideration for the financial assistance given, or (ii) the municipality is receiving a substantial benefit in return for the financial assistance; and

WHEREAS, the Mayor and City Council of Carrollton wish to adopt policies and procedures for providing financial assistance to civic organizations, charities, non-profit groups, and other similar entities to ensure that any such assistance comports with applicable law and is feasible given budgetary and other considerations.

NOW, THEREFORE BE IT RESOLVED, as follows:

1. Consistent with Georgia law, the City of Carrollton shall not make any purely charitable donation, contribution, or gratuity.

2. Civic organizations, charities, non-profit groups, and other similar entities seeking financial assistance from the City shall make application therefor to the City – on such forms to be prepared by the City Manager or his designee – and shall provide such information as requested by the City Manager or his designee.

3. Any such applications must be submitted on an annual basis and no later than December 31 in the year preceding the year for which assistance is requested.

4. In order to receive funding, the applicants must specifically identify (i) the bargained for consideration for the financial assistance given, or (ii) the substantial benefit received by the City in return for the financial assistance.

5. The Mayor and City Council, at their discretion, may appoint a committee consisting of no less than three and no more than five residents of the City of Carrollton to review and make a recommendation to the Mayor and City Council as to any such requests for financial assistance.

6. As part of its regular budgetary process, the City will make decisions on an annual basis as to who receives financial assistance from the City and in what amount.

ADOPTED this 6th day of June, 2016.

MAYOR AND CITY COUNCIL OF CARROLLTON

_____	_____
Mayor, City of Carrollton	Clerk, City of Carrollton

315 Bradley Street
Carrollton, Georgia 30117
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Carrollton, Georgia 30112
Fax: (770) 830-2026

Office of the Mayor and Council

MEMORANDUM

TO: Mayor and City Council

FROM: Tim Grizzard, P.E., City Manager

RE: Adoption of Utility Rates and Fees

DATE: May 27, 2016

Attached for your consideration are the proposed utility rates and fees. Upon adoption of these rates and fees, the scheduled effective date is July 1, 2016.

Please contact me with any questions or comments you may have.

CITY OF CARROLLTON
WATER/SEWER/GARBAGE RATES & FEES
FY 2016-2017

Water Rates (per 100 c.f. unit)

Minimum use base rate – 3 units = **$ 14.94** Senior **$11.54**
All use over 3 units = **$ 3.67**

- Outside City limits rate applies at 1.20 times the above rate
- Summer surcharge (June – September) of 25% for all sprinkler/irrigation only meter connections
- M & E fee for customers outside City limits = **$6.25** per month
- $2.10 per unit surcharge over the water allotment and on all irrigation.

Industrial Rate:

$ 3.15 per unit except for industries that use over 500,000 gallons per day monthly average.

II. **Water Tap Fees**

$1,900 per ERU, $730 per bedroom for multifamily and $730 per bed for student housing.

All other fees at **$1,900** per ERU based on the meter size using the AWWA standard

III. **Sewer Rates**

Minimum base rate (includes 3 units) = **$ 4.02** except for industries that use over 500,000 gallons per day monthly average.

All use over 3 units = **$ 3.47** per unit except for industries that use over 500,000gallons per day monthly average

IV. **Sewer Tap Fees**

$6,100 per Equivalent Residential Unit (ERU)

Multi-family = **$2,350** per bedroom for apartments and $2,350 per bed for student housing

All other fees = **$6,100** per ERU (based on the meter size using the AWWA standard)

Rental Apartments choosing to convert to fee simple condominiums or fee simple town homes are required to meet the following: All fire protection shall be upgraded to meet the requirements of fee simple construction. All units shall be individually metered for water. All units shall have individual sanitary sewer laterals that tie to a common sanitary sewer collector line that meets public standards. All individual meters shall be fed from a common water main that meets public standards. All upgrades to the system will be at the sole cost of the owner/developer.

For Multi-Family, the number of units shall be calculated one of two ways: For apartments with three (3) or fewer bedrooms per kitchen – one (1) unit per kitchen. For situations where there are more than three (3) bedrooms per kitchen – one (1) unite per three (3) beds.

Meter Size	Minimum Bill	Surcharge Allotment
5/8"	**$ 14.94**	10 units
1"	**$ 18.50**	25 units
1 ½"	**$ 23.80**	50 units
2"	**$ 30.43**	80 units
3"	**$ 45.92**	150 units
4"	**$ 68.04**	250 units
6"	**$123.34**	500 units
8"	**$189.69**	800 units

Large industrial customers who use more than 500,000 gallons of water per day shall be charged water/sewer rates as follows: **$2.06** per unit of water and **$3.30** per unit of sewer; for all usage over 750,000 gallons per day - **$1.61** per unit of water and **$2.84** per unit of sewer: for all usage over 1,000,000 gallons per day - **$1.61** per unit of water and **$2.26** per unit of sewer.

V. Garbage Fees

Residential -		**$ 12.36/per month**
Senior Citizen Rate -		**$ 10.30/per month**
Recycling Fee		**$ 1.55/per month**
Commercial:		
-2 yd. container	(3 day per week pickup)	**$160.00/per month**
	(4 day per week pickup)	**$210.00/per month**
	(5 day per week pickup)	**$260.00/per month**
-4 yd. container	(3 day per week pickup)	**$270.00/per month**
	(4 day per week pickup)	**$335.00/per month**
	(5 day per week pickup)	**$405.00/per month**
-8 yd. container	(3 day per week pickup)	**$305.00/per month**
	(4 day per week pickup)	**$395.00/per month**
	(5 day per week pickup)	**$490.00/per month**
	(6 day per week pickup)	**$600.00/per month**
Industrial (40 yd. Roll-off container)		**$150.00/per Load + Landfill tipping fees**
Apartments – commercial rate based on container size		
Business (roll off cart) -		**$ 36.00/per month**
Street-side leaf, limb, and brush service		**$ 2.00/per month**

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Office of the Mayor and Council

MEMORANDUM

TO: Mayor and City Council

FROM: Tim Grizzard, P.E., City Manager

RE: FY 2016-2017 Budget Public Hearing

DATE: May 27, 2016

The proposed FY 2016-2017 Budget for the City of Carrollton will be presented at your meeting on June 6 2016. This presentation will be for the purpose of conducting a public hearing on the proposed budget as required by Georgia State Law. Adoption of the proposed FY 2016-2017 Budget will be on the Agenda at your July 11, 2016 meeting.

Details of the individual fund budgets can be found in the budget document sent to you on May 30, 2016.

Thank you for your consideration of this budget. Please contact me with any questions or comments you may have.

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Office of the City Manager

MEMORANDUM

To: Mayor and City Council

From: Lynne Miller, City Planner LSM

Re: 2016 Hazard Mitigation Plan

Date: June 6, 2016

Attached are:

- Proposed Resolution to adopt the 2016 Carroll County Pre-Disaster Mitigation Plan, and
- Cover memo from Amy Goolsby of the Carroll County Emergency Management Office, who took the lead in developing the plan.

This is a joint plan of Carroll County and its seven municipalities, all of whom were involved in writing it.

The plan is updated every 5 years, and your resolution of approval is needed before we can receive any future assistance from the Georgia Emergency Management Agency (GEMA) or Federal Emergency Management Agency (FEMA) to help with emergencies.

This practical plan covers such hazards as flood, drought, severe thunderstorms, winter storms, and hazardous materials incidents. The entire plan, including the narrative and short term work plan for Carrollton, can be found on-line at http://www.carrollcountyga.com/DocumentCenter/View /157.

The plan can be amended between updates, if needed for a specific grant.

Please let me know if you have any questions.

Thank you.

Hazard Mitigation Plan

Amy Goolsby <agoolsby@carrollsheriff.com>

Fri 5/13/2016 9:25 AM

Inbox

To: Jimmy Bearden <jbearden@carrollton-ga.gov>; Lynne Miller <lmiller@carrollton-ga.gov>;

Importance: High

1 attachment (16 KB)

Joint Resolution for Hazard Mitigation Plan_City of Carrollton.docx;

Good morning,

The Hazard Mitigation Plan has been approved by FEMA, and the resolution will need to go onto the City's agenda for adoption.

Carroll County and its cities have assessed major hazards facing the area, including: Flooding, Tornadoes, Severe Thunderstorms, Tropical Cyclones, Winter Storms, Drought and Wildfires, Earthquakes, Pandemics, Technological (Hazardous Materials Incidents and Dam Failure) and All-Hazards. For each hazard, goals, objectives and action steps were developed to mitigate the effects of each hazard to life, property and the environment. Adoption of this plan is required to apply for federal funding.

We have had numerous meetings over the past 18 months that involved Carrollton staff, including Lynne Miller and Chief Bearden. Their input was invaluable to the planning process.

The plan is on our website - http://www.carrollcountyga.com/DocumentCenter/View/1527.

Attached is a copy of the resolution.

Please let us know if you have any questions.

Best wishes,
Amy

A RESOLUTION OF THE
CARROLLTON CITY COUNCIL
PURSUANT TO THE DISASTER MITIGATION ACT OF 2000
AUTHORIZING ADOPTION OF THE
CARROLL COUNTY PRE-DISASTER HAZARD MITIGATION PLAN

WHEREAS, Carroll County and its municipal governments are required to complete a Pre• Disaster Hazard Mitigation Plan by the Disaster Mitigation Act of 2000; and

WHEREAS, under the provisions of the Disaster Mitigation Act of 2000, local governments that complete Pre-Disaster Hazard Mitigation Plans will remain eligible for Federal mitigation funding; and

WHEREAS, Carroll County and its municipal governments have completed a Pre-Disaster Hazard Mitigation Plan that fulfills the Federal requirements of the Disaster Mitigation Act of 2000.

NOW THEREFORE LET IT BE RESOLVED THAT THE CARROLL COUNTY COMMISSION AND THE CITIES OF BOWDON, BREMEN, CARROLLTON, MOUNT ZION, ROOPVILLE, TEMPLE, VILLA RICA, AND WHITESBURG, EACH MEETING IN REGULAR SESSION, FORMALLY ADOPT THE CARROLL COUNTY MULTI-JURISDICTIONAL PRE-DISASTER HAZARD MITIGATION PLAN.

RESOLVED THIS _____ DAY OF _____, 2016 BY THE CARROLLTON CITY COUNCIL.

_____ _____

Mayor Date

_____ _____

Clerk Date

(Affix City Seal)

315 Bradley Street
Carrollton, Georgia 30117

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Fax (770) 830-2026

Office of the City Manager

To: The Mayor and Council

From: Timothy C. Grizzard, P.E., City Manager

Date: June 3, 2016

Subject: Zagster Bike Share Program

Tanner, the University of West Georgia, and Southwire have expressed interest in sponsoring a bike share program within the City. The proposed plan will not cost the City any funding; however, the City be the holder of the contract. The plan is for a 2-year lease agreement with Zagster, Inc. to provide 10 stations with five bikes each. The location of the stations has yet to be determined but will be heavily influenced by the sponsors. This program will allow people to rent a bike at one station and drop it at another. Maintenance and relocation of the bikes will be performed by Zagster.

Zagster requires that the contract be signed by June 17, 2016 to assure that we are able to secure the program by the fall of this year. The attached contract is incomplete and all of the sponsor commitments have yet to be confirmed. Those issues will be resolved in the near future and in a manner that protects the City.

We therefore ask that you authorize the City Manager to negotiate and sign a contract for this service. The City Attorney will be engaged to assure that the contract is properly structured.

ATTACHMENT 1

TO

ZAGSTER, INC. ORDER FORM

FOR

ORDER SO-0000969

Master Services Agreement SO-0000969

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.
    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. Zagster marketing materials (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 agreed 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, 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).

[Remainder of page intentionally left blank]

4. **One Time Fees.** Company will pay to Zagster non-refundable one-time fees in the amounts described in the Order Form 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 Order Form. The Company will pay the one-time fees to Zagster on or before the Launch Date. Provided, Zagster understands and agrees that future locations may be on the property of third parties not controlled by Company. Company will attempt to collect the fees required hereunder for such future locations and remit such fees to Zagster. However, Zagster agrees that Company shall not be responsible or liable for the payment of any fees associated with future locations on the property of third parties. In the event any third party fails to pay the fees required hereunder, Company will notify Zagster of such failure to pay and Zagster's sole remedy shall be to decline to install the Zagster Bicycles or provide any other Zagster Service with respect to such third party (or to remove the Zagster Bicycles and terminate the Zagster Services with respect to such third party if the Zagster Bicycles and Zagster Services have previously been provided). Accordingly, Company acknowledges and agrees that Zagster will not launch such future locations unless and until Zagster has been paid in full for the applicable fees for such future locations.

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. Recurring Fee payment terms are described in the Order Form. Provided, Zagster understands and agrees that future locations may be on the property of third parties not controlled by Company. Company will attempt to collect the fees required hereunder for such future locations and remit such fees to Zagster. However, Zagster agrees that Company shall not be responsible or liable for the payment of any fees associated with future locations on the property of third parties. In the event any third party fails to pay the fees required hereunder, Company will notify Zagster of such failure to pay and Zagster's sole remedy shall be to decline to install the Zagster Bicycles or to provide any other Zagster Service with respect to such third party (or to remove the Zagster Bicycles and terminate the Zagster Services with respect to such third party if the Zagster Bicycles and Zagster Services have previously been provided). Accordingly, Company acknowledges and agrees that Zagster will not launch such future locations unless and until Zagster has been paid in full for the applicable fees for such future locations.

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"). 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 non-exclusive, non-transferable 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, (iv) general cleaning; and (v) any other repair needed to make the bicycles usable
    b. Zagster will, at Zagster' s sole option, either replace or fully refurbish the Zagster Bicycles as reasonably necessary, but no less frequently than every three years from the Launch Date.
    c. City will not be responsible for any maintenance or repair.

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 set-up 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 in substantially similar condition to the condition as of the Launch Date, and comply with Zagster' s then standard requirements for the Zagster Service.

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, e-mail 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 opt out 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.

Company shall have no obligation to reimburse Zagster for the costs, including costs of labor, to replace and/or repair Zagster Bicycles, Zagster automated locks or Zagster bicycle racks (regardless of whether or not such items are vandalized, stolen, or damaged wile in use by a User or while not in use by a User or are impacted by normal or expected wear and tear due to routine usage) unless caused by Company's gross negligence or intentional misconduct.

b) Company will use its commercially reasonable best efforts to promptly remove all non--Zagster 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.** No later than seven (7) days following execution of this Agreement, but in any event prior to Zagster provding any products or services pursuant to this Agreement, Zagster shall obtain, and maintain in full force and effect at all times during the term of this Agreement, insurance coverage as follows:

   For purposes of this Paragraph 3, the term "City" (wherever it may appear) is defined to mean the City of Carrollton itself, its Commission, employees, volunteers, representatives, and agents. The term "Other Party" (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors. The "Other Party" shall procure and maintain the following described insurance on policies and with insurers with AM Best ratings of no less than A. Except for Workers' Compensation, the "Other Party's" insurance policies shall be endorsed to name the City of Carrollton as additional insured. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change:.

   Commercial General Liability; This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the" Other Party" and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the" Other Party's" employees or damage to property of the "City" or others arising out of any act or omission of the "Other Party" or its agents, employees, or Subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the "Other Party" under the article entitled "Indemnification." The liability limits shall not be less than:

   i. Bodily Injury and Property Damage: $1,000,000 Single Limit Each Occurrence

   Business Automobile Liability: This insurance is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use. The liability limits shall not be less than:

   ii. Bodily Injury and Property Damage: $1,000,000 Single Limit Each Occurrence.

   Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of $100,000 each accident, $500,000 disease policy limits, $100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Workers' Compensation coverage, as defined in Florida Statute 440, the "Other Party" will provide a copy of their State Workers' Compensation exemption. All subcontractors shall be required to maintain Workers' Compensation. The "Other Party" shall also purchase any other coverage required by law for the benefit of employees.

   Umbrella Liability: This insurance shall protect the"Other Party" and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the general and auto liability.

   iii. The liability limits shall not be less than: $1,000,000 Combined Single Limit Each Occurrence

   Cyber & Privacy Protection Liability: This insurance shall be a "claims made" type policy written in comprehensive form and shall protect the"Other Party" and the additional insured against claims arising from anyone's acts, errors, or omissions including but not limited to outsourcers or vendors and any electronic or non electronic security events whatsoever for:

iv. Your actual or alleged breach of any confidence, or violation or infringement of any rights to privacy or other legal protections for personal information, including but not limited to breach of a person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's private information, or misappropriation of a person's picture or name for commercial gain.

v. Your breach of duty to: protect the security and confidentiality of customer records, and information; protect against any anticipated threats or hazards to the security or integrity of such records; protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer; protect any personally identifiable information or other private or confidential information.

vi. The retroactive date of this "claims made" policy must be earlier than or equal to the start date of this agreement.

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' 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 NON-INFRINGEMENT. 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, know-how, 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 one-time 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 pro-rated 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 State of Florida 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 Gainesville, Alachua County, Florida, 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.

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

ORDER for Carrollton Greenbelt, GA
Order: SO-0000969
Date: 6/3/2016
Prepared by: Chad Jacobs

Order

Company Information

Bill To:
Carrollton Greenbelt, GA
315 Bradley Street
Carrollton, Georgia 30117
United States

Billing Contact: Tim Grizzard
Billing Email: tgrizzard@carrollton-ga.gov
Billing Phone: (770) 597-3711

Payment Terms

Payment Terms: Net 30 Days

Product & One Time Fee Lines

Product & One Time Fee	Quantity	Unit Price	Total
Bike Parking Space (included with Bike)	50.00	$0.00	$0.00
Extra Bike Parking Space	50.00	$0.00	$0.00
Zagster Standard Adult Bike	50.00	$0.00	$0.00
Location Implementation/Setup Fee	10.00	$0.00	$0.00

Service Lines

Service	Date Start - Date End	Quantity	Term	Unit Price	Total
Service Fee per Bike - Annual	8/18/2016 - 8/17/2018	50.00	2 Yr	$1,620.00/Yr	$162,000.00

Products and Services Total:	$162,000.00
Net Amount:	$162,000.00
Total Applied Payments:	$0.00
Balance Due Amount:	**$162,000.00**

Additional Terms

Location Implementation/Setup Fee
Company will pay to Zagster the nonrefundable product and one time fees in the amounts, if any, described above, within 30 days of the Order Date.

Service Fee per Bike - Annual
Company will pay to Zagster the nonrefundable recurring fees (the “Service Lines Fees”) set forth above 30 days prior to estimated start date ("Date Start") set forth above. Service Lines Fees are due annually, up front and in advance. Zagster will not launch the bike share program until the Service Lines Fees are paid.

Company Name: Carrollton Greenbelt, GA	**Zagster, Inc**
_____	_____
Signature	Signature
_____	_____
Name (Please Print)	Name (Please Print)
_____	_____
Title	Title
_____	_____
Date	Date

All rights reserved. Copyright Zagster, Inc