



come to tomorrow
MORROW, GEORGIA

Regular Council Meeting

September 27, 2016

Public Package

CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL

Mayor Jeffrey DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

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**Please return to
be viewed by
others**



CITY OF MORROW

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Work Session Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor Jeffrey A. DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

September 27, 2016

Work Session

6:30 pm

General Discussions

1. SPLOST Project List
2. QS/1- Software Upgrades
3. LED Lighting Updates

Attorney Invoices for Review

1. Attorney Invoice- Fincher Denmark & Minnifield invoice 3179 dated September 13, 2016, in the amount of \$5,430.84 for period August 1, 2016- August 30, 2016
2. Attorney Invoice- Fincher Denmark & Minnifield FAA invoice 3174 dated September 13, 2016 in the amount of \$1,936.87 for period August 1, 2016- August 31, 2016
3. Attorney Invoice- Fincher Denmark & Minnifield FAA invoice 3158 dated August 15, 2016 in the amount of \$1,154.92 for period July 1, 2016 -July 31, 2016



CITY OF MORROW

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SPLOST Project List

City of Morrow
 2014 SPLOST
 2016 CAPITAL PROJECTS LIST

COMMUNICATION/RMS:

Original Estimate	Expenditures to Date	Remaining Balance	Proposed Project List
2,201,126			
	radios PD	126,135.76	
	radios Fire	184,806.18	
	radios Public Works	15,872.50	
	Alert System for Fire Depart	50,000.00	
		376,814.44	
		1,874,311.56	
			New Projects
			Financial Software
			Community Improvements
			brick pavers
			sign replacement
			neighborhood markers
			fence around pond
			152,000
			Balance After Projects
		1,722,311.56	

RESURFACING/RD:

Original Estimate	Expenditures to Date	Remaining Balance	Proposed Project List
1,559,694			
	LMIG Match	58,895.89	
		1,500,798.11	
			Tie-in to Underpass
			Curb/Drainage & Roadway
			Huie
			Meadowbrook
			Lake Harbin
			Mt. Zion Median Landscaping
			I75 Interchange Landscaping
			LMIG Match
			Signal Upgrades
			Mt. Zion Resurfacing
			170,000
			Balance After Projects
		-207,826.89	

FACILITIES :

Original Estimate	Expenditures to Date	Remaining Balance	Proposed Project List
1,114,067			
	Roof PD	121,270.25	
	Roof PW	34,186.00	
		155,456.25	
		958,610.75	
			HVAC - CH, PD, FD
			Community Room
			Marquee Sign
			Remodel Admin Offices FD
			Upgrades to PD
			Chairs for CR and BR
			Remodal FD kitchen
			Restrooms at Daniel Park
			Benches and Posts
			City Hall Court Room
			550,000
			Balance After Projects
		408,610.75	

VEHICLES:

Original Estimate	Expenditures to Date	Remaining Balance	Proposed Project List
1,600,250.00			
		1,600,250.00	
			(already approved) Medic 1
			Medic 2
			Quint
			Patrol Cars X 4
			All Terrain Vehicle for Path
			Utility Vehicle
			Code Enforcement
			City Manager Vehicle
			1,559,000
			Balance After Projects
		41,250.00	

EQUIPMENT:

Original Estimate	Expenditures to Date	Remaining Balance	Proposed Project List
249,821.00			
	Firewal Server	8,210.55	
		241,610.45	
			Body Cameras X 30
			Camera Storage
			License Plate Readers X 2
			AV upgrades CR
			AV upgrades Tourist Center
			Infrared Camera (FLIR)
			Speed Trailer
			Tasers X 20
			Patrol Laptops PD X 20
			212,500
			Balance After Projects
		29,110.45	

2,201,283 positive balances from project categories
207,827 negative balance from categories
1,993,456 balance for future capital projects



CITY OF MORROW

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QS/1 Software Upgrades



QS/1 Data Systems
(864)253-8650
1-800-235-0762
FAX (864) 253-8692

p.o. box 6052
spartanburg, s.c. 29304

**City Of Morrow
1500 Morrow Rd
Morrow, GA 30260**

Agreement to purchase internet payments, centralized collections,
payroll and municipal tax
for
City Hall

*By: Jim Carroll
QS/1 Data Systems
August 26, 2016*

City Of Morrow
QS/1 Data Systems
08/26/2016

Description of Agreement for Software and Services

Agreement to purchase: INTERNET and IVR PAYMENTS
 CENTRALIZED COLLECTION
 PAYROLL

MUNICIPAL TAX COLLECTIONS

Agreement to purchase: INTERNET PAYMENTS FOR UTILITY BILLING
 CENTRALIZED COLLECTION

Details for Internet Payment Credit Card Transaction Fees

Agreement to purchase: INTERNET PROCESSING for Utility Payments as set forth in the Exhibit "A" below. This is an agreement to provide the participating Client with a system to upload unpaid utility data to a website furnished by QS/1. At which time payments can be processed and a payment file returned to the customer via the Internet. Utility bills can be paid over the Internet by using a credit/debit or ATM card. Credits cards that can be accepted are Visa, Master Card, and Discover. The Service Fee for utility Internet payment is as follows:

Option A (convenience fee paid by utility customer)

In this option, the Convenience Fee is added to the bill amount and paid by the utility customer at the time of the online transaction.

Total Amount of Bill x .0295 (2.95%)

This fee of 2.95% covers the transaction fees as assessed by the Credit Card Companies as well as all expenses that QS/1 incurs in the hand off and processing of data and the direct interface that allows near-real-time posting of payments to customer accounts in the Utility Billing Software Module.

Option B (transaction fee paid by Utility)

In this model, the participating city/county/utility entity (hereafter, Utility) will enroll as merchants directly with QS/1's credit card service providers (e.g. Global Payments) under the utility billing programs of Visa and MasterCard. Global will contact the Utility and set a per transaction processing fee for each credit card transaction. This obligation will be directly between the Utility and the service provider. QS/1's participation in the service will be to provide necessary hardware, systems, and infrastructure, to carry and route electronic transaction information, and to provide record creation, maintenance and reporting. For its participation, QS/1 will charge the Utility a separate per-transaction fee of \$.25 which is independent of the transaction method (e.g. telephone, Internet, point-of-sale). The Utility will therefore realize total fees of the per transaction fee from Global plus a \$.25 assessment (included in the rate table below) by QS/1 for each credit card transaction.

Current Utility Program Processing Fees*

Average Ticket	Utility Program (includes QS/1 processing)
\$40	\$1.30
\$45	\$1.31
\$50	\$1.33
\$60	\$1.37
\$70	\$1.40
\$80	\$1.43
\$90	\$1.47
\$100	\$1.50
\$120	\$1.57

\$140	\$1.64
\$160	\$1.71
\$180	\$1.78
\$200	\$1.85

*All transaction fees presented here are good faith estimates. Monthly statement fees and annual service fees may apply. Business and/or reward card surcharges may apply. A separate contract will be created between the Utility (as the merchant) and the credit card service company.

Over the Counter Credit Card Transactions

Currently, Global Payments charges up to 2.95% for over-the-counter credit card payments, and this rate is based on the type of credit card being used for the purchase. The credit cards that are covered are VISA, MasterCard and Discover. QS/1 is proposing to the Client an integrated Credit Card solution for over-the-counter utility payments, which will allow the customer to swipe their credit card, transmit the credit card information to Global and mark the record paid inside of the QS/1 Centralized Collection System.

There will be a separate contract for the printing of tax notices.

City Of Morrow
QS/1 Data Systems
08/26/2016

PROPOSAL FOR CITY OF MORROW

PREPARED BY: JIM CARROLL

CITY OF MORROW
 1500 MORROW RD
 MORROW, GA 30260

E X H I B I T A

 SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MTHLY
1	F0033	INTERNET PAYMENTS FOR UTILITY BILLING	\$3,795.00	\$3,795.00	\$53.76
1	F0010-3	CENTRALIZED COLLECTION	\$3,795.00	\$3,795.00	\$53.76
1	F0003	PAYROLL	\$5,995.00	\$5,995.00	\$84.93
1	F0012	MUNICIPAL TAX COLLECTIONS	\$5,495.00	\$5,495.00	\$77.85
TOTAL SOFTWARE COST.....				\$19,080.00	\$270.30
TOTAL SOFTWARE COST.....				\$19,080.00	\$270.30

City Of Morrow
QS/1 Data Systems
08/26/2016

Terms of Contract

Software prices in this quote are valid for a period of 30 days.

Invoicing

Invoices for this order will be issued according to the *Initial Payment Terms* shown below. Maintenance invoices will be issued separately. These invoices are due and payable upon receipt. **Your account must be paid 15 days from the billing date.** Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Investment Totals

Total Initial Investment Base	\$19,080.00
Sales Tax of 0% based on \$19,080.00	\$0.00
Freight	\$0.00

Total Initial Investment **\$19,080.00**

Initial Payment Terms

Final Payment: All unpaid balance (<i>due upon start of training per software application</i>)	\$19,080.00
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Maintenance Schedule for First Year¹

Software: 9 months @ \$270.30 per month	\$2,432.70
Total Maintenance	\$2,432.70

¹ Maintenance charges are in addition to investment amounts. See the section entitled *Maintenance* in this document for more information.

City Of Morrow
QS/1 Data Systems
08/26/2016

Maintenance

II. Software Maintenance:

Software Maintenance is **required** and is payable 90 (ninety) days after installation and the beginning of training.

Software Licensing

The parties acknowledge and agree that all software-licensing issues for software not produced by QS/1 Data Systems are between client and software manufacturer, and QS/1 Data Systems is not acting as an agent for any such manufacturers. Client acknowledges that it is their responsibility to know how many licenses are needed for their business and to purchase the legal amount. Client understands and agrees that QS/1 Data Systems cannot be held liable in any way for performing work on a client computer that has illegally pirated software. QS/1 Data Systems will assist client in determining licensing requirements but any and all such efforts not included in this agreement will be considered in addition to the services herein and will be invoiced separately.

Conversion of Data

This proposal **DOES NOT INCLUDE** any conversion of data. Should conversion of data be required, it is the **sole responsibility of the customer** to obtain file layouts, reports, and data samples from the current vendor and submit them to QS/1 Data Systems. Then a separate contract will be issued for the conversion of the data.

City Of Morrow
 QS/1 Data Systems
 08/26/2016

Training

QS/1 Data Systems takes pride in the proper training of your employees so they may effectively utilize the system. Training will be scheduled by an QS/1 Data Systems representative with the designated person from your staff. This Training will take place with a QS/1 Data Systems representative either at the customer site or remotely via the internet. This proposal includes training for each software system purchased in accordance with the schedule that follows.

<i>Software.....</i>	<i>On-site Days.....</i>	<i>Remote Hours</i>
<i>INTERNET PAYMENTS FOR UTILITY BILLING.....</i>	<i>2</i>	
<i>CENTRALIZED COLLECTION.....</i>	<i>0</i>	<i>4</i>
<i>PAYROLL.....</i>	<i>0</i>	<i>10</i>
<i>MUNICIPAL TAX COLLECTIONS.....</i>	<i>6</i>	
<i>Total.....</i>	<i>0</i>	<i>22</i>

IMPORTANT

- If training exceeds the number of visits specified above, a charge per visit for training will apply.
- It is the responsibility of the customer to have the employee or employees available to be trained at the scheduled training sessions. Cancellation of a scheduled training session requires a minimum of 24 hours advance notice. **Failure to notify QS/1 Data Systems of a training cancellation in a timely manner will result in the forfeiture of the allotted training visit(s).**

City Of Morrow
QS/1 Data Systems
08/26/2016

Governing Law and Jurisdiction

This agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this agreement shall be South Carolina.

No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Express Warranties, Disclaimers and Damage Limits

- (a) Limited Express Warranty. QS/1 Data Systems warrants that it will supply the hardware described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.
- (b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (c) Right to Damages Limited. Under no circumstances will QS/1 Data Systems be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by the representatives of both parties with actual authority to bind the parties.

Terms

Payment is due 15 days from billing date.. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

**City Of Morrow
QS/1 Data Systems
08/26/2016**

Signatures and Initials

Please have the appropriate, authorized person sign one copy of this contract and return it to QS/1 Data Systems. Signing this contract indicates that your agency agrees to abide by the statements and terms described in this document.

Initials

Software Maintenance

Bill us:

Quarterly

Annually

Training

I understand and agree with the Training Schedule set out in this contract under Training.

Software

I understand that the software is sold "as is" unless noted previously under Special Notifications

**JM Smith Corporation
d/b/a QS/1 Data Systems**

City Of Morrow

By: _____

By: _____

Jim Carroll

Title: Sales Representative

Title: _____

Date: _____

Date: _____

**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG**

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") is made this 26th day of August, 2016, between J M Smith Corporation d/b/a QS/1 Data Systems, (hereinafter referred to interchangeably as "Licensor" and QS/1 Data Systems) and City Of Morrow (hereinafter Licensee").

1. RECITALS

J M SMITH CORPORATION, d/b/a QS/1 Data Systems, a South Carolina Corporation, is the licensor of the QS/1 software INTERNET PAYMENTS FOR UTILITY BILLING, CENTRALIZED COLLECTION, PAYROLL, MUNICIPAL TAX COLLECTIONS (hereinafter referred to as the "System"), to be used on the computer equipment as set forth on Exhibit A or such other computer or computers as Licensor may approve in writing.

2. LICENSE

1.1 **Grant of License.** Licensor grants to Licensee, pursuant to the following terms and conditions, a perpetual non-exclusive, non-transferable license to use Licensor's software and the software user's manual (hereinafter collectively "Software").

1.2 **Use of Software by Licensee.** The License granted under this Agreement authorizes Licensee to use the Software in machine readable form on a single central processing unit (hereafter "CPU"). Licensee may temporarily transfer the software to backup equipment if the CPU is inoperative and Licensee gives Licensor advance notification of such transfer. The Software shall be used only for Licensee's own business and Licensee shall not permit any parent, subsidiaries, affiliated entities or third parties to use the Software.

3. CONSIDERATION.

In consideration of the forgoing license, Licensee shall pay Licensor the sum set forth on Exhibit A. Any equipment to be provided by Licensor shall be furnished in accordance with the schedule set forth on Exhibit A.

4. COPIES.

Licensee shall not copy or duplicate in whole or in part the Software provided under this agreement in computer code form. Licensee may, solely to enable it to use Software, make two archival copies of the Software. Licensee shall have no other right to copy or print, in whole or in part, the Software or the Procedure Manual without the prior approval of the Licensor. All copies made by Licensee are the exclusive property of Licensor.

5. SOFTWARE OWNERSHIP.

4.1 **Licensor's Representation.** Licensor represents that it is the owner of the Software and all portions thereof.

4.2 **Modifications.** Only Licensor shall have the right to modify, maintain, enhance or otherwise alter the Software.

4.3 **Transfer.** Under no circumstances shall Licensee transfer in any manner, in whole or in part, the Software or any copy thereof, without Licensor's prior written consent.

6. TITLE TO SOFTWARE AND CONFIDENTIALITY.

The Software is proprietary to Licensor and title to it remains with Licensor. All applicable rights to trade secrets or any modifications or enhancements made by Licensor or at Licensee's request shall remain with Licensor. Licensee shall not sell, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee agrees to secure and protect the Software in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees, agents or consultants who are permitted access to the Software to satisfy Licensee's obligations hereunder.

7. PATENT AND COPYRIGHT INDEMNIFICATION.

Licensee is neither authorized nor obligated to defend any action brought against the Licensee to the extent that it is based on a claim that the Software used within the scope of the license granted hereunder, infringes a copyright in the United States or a United States patent. Licensor, at its own expense, will defend any action brought against Licensee to the extent it is based on a claim that the Software used within the scope of this agreement infringes any patent, copyright, license, trade secret or any other proprietary right, provided that the Licensor is immediately notified in writing of such a claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval. Licensor shall have no liability for any claim under this section if a claim for patent, copyright, license or trade secret infringement is based on the use of a superseded or altered version of the Software, if such infringement would have been avoided by the use of the latest unaltered version of the Software available as an update.

8. DELIVERY AND ACCEPTANCE.

Licensor shall deliver the Software at the location designated in Exhibit A. Licensee shall be deemed to have accepted the Software as of the date of the first training session unless another date is specified in Exhibit A.

9. HARDWARE REQUIREMENTS.

Because of compatibility requirements, Licensee agrees that it will use the system only in conjunction with the computer equipment as set forth on the current Exhibit A or such other computer or computers as Licensor may approve in writing.

10. WARRANTY.

10.1 **Scope.** Licensor warrants that for ninety (90) days after acceptance, the Software will conform to the Software specifications set forth in the QS/1 Data Systems System Procedure Manual including, but not limited to, operating performance and compatibility. During the warranty period, Licensor will use its best efforts to correct defects which substantially affect system performance and shall without additional charge, correct system errors, and issue corrected releases to Licensee. After the expiration of the warranty period, Licensor shall provide maintenance for Software if Licensee subscribes to software maintenance service.

10.2 **Warranty Limitation.** **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE DELIVERY, USE AND PERFORMANCE OF THE SOFTWARE.**

10.3 **Liability Limitation.** Licensor shall have no liability with respect to its obligations under the Agreement for consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. Licensor's sole liability, including liability arising out of contract, negligence, and strict liability in tort, shall not exceed any amounts paid by Licensee for the Software.

11. RESPONSIBILITIES OF LICENSE.

11.1 **Use by Licensee.** Licensor has no control over the conditions under which Licensee makes use of the Software and Licensor does not and cannot warrant the results obtained by such use. The Licensee shall be exclusively responsible for the supervision, management and control of its use of the Software, including but not limited to: audit controls and operating methods; establishing adequate backup plans; and implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.

11.2 **Responsibility for Accuracy of Information.** Licensee shall remain solely responsible for the accuracy of information obtained from the use of the Software and the use of such information, even if any inaccuracy is due to Software errors or malfunctions. Specifically, and without limitation, Licensee shall remain solely responsible for procedures performed or information provided

to third parties and shall indemnify and hold Licensor harmless from any claim arising there from.

12. TAXES.

Licensee shall, in addition to the other amounts payable under the Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, unless exempt per a tax exempt status.

13. ASSIGNMENT.

The license granted hereby shall terminate automatically upon the sale or transfer by Licensee of all or substantially all of its assets or upon a sale or transfer of a controlling interest (deemed to be 50% or more of the beneficial ownership of Licensee) in Licensee without the prior written consent of Licensor which consent will not be unreasonably withheld.

14. TERMINATION.

Licensor shall have the right to terminate this Agreement and the license granted herein:

- (a) Upon ten (10) days written notice in the event the Licensee, its officers, agents, or employees violate any provision of the Agreement; or
- (b) In the event Licensee (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute,
- (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or (iv) has wound up or liquidated voluntarily or otherwise.

In event of termination by reason of Licensee's failure to comply with any part of the Agreement, or upon any act which shall give rise to Licensor's right to terminate, Licensor shall have the right at any time to terminate the license and take immediate possession of the Software and all copies wherever located, without demand or notice. Within thirty (30) days after termination of the license, Licensee will return to Licensor the Software in the form provided by Licensor or as modified or, upon request by Licensor, destroy the Software and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality of the Software.

15. MISCELLANEOUS.

15.1 **Complete Agreement.** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. The parties further agree that this Agreement, including Exhibit A is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

15.2 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

(a) To Licensor: QS/1 Data Systems
 Post Office Box 1412
 Spartanburg, SC 29304

(b) To Licensee: City Of Morrow
 1500 Morrow Rd
 Morrow, GA 30260

15.3 **Governing Law and Jurisdiction.** The Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

15.4 **Statute of Limitations.** No action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action has risen.

15.5 **Waiver.** The waiver or failure of Licensor to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

15.6 **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any application statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

15.7 **Headings.** The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

WITNESSES SIGNATURES:

Licensor

By _____

By _____

As to Licensor

WITNESSES SIGNATURES:

Licensee

By _____

By _____

As to Licensee

LICENSOR: J M SMITH CORPORATION

d/b/a QS/1 Data Systems

By: _____

Jim Carroll

Title: _____

Sales Representative

LICENSEE: City Of Morrow

Anou Sothsavath ()

Title: _____

By: _____



CITY OF MORROW

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Meeting Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor Jeffrey A. DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

Regular Meeting

September 27, 2016

Agenda

7:30 pm

CALL TO ORDER: Mayor Jeffrey A. DeTar
PLEDGE OF ALLEGIANCE: All
MOMENT OF SILENCE: Mayor Jeffrey A. DeTar

1. ROLL CALL:

2. CONSENT AGENDA:

1. Approval of September 13, 2016, Regular Meeting Minutes
2. Approval of September 13, 2016, Work Session Minutes
3. Approval of September 13, 2016, Executive Session Minutes

3. MEETING AGENDA:

1. Approval of September 27, 2016 Meeting Agenda

4. PRESENTATIONS:

1. Planning and Zoning Board Meeting Recap
(Presented by Zoning Administrator Marti Tracy)

5. APPOINTMENTS:

1. Appointment of Essie West as Administrative Officer during absence of the City Manager

6. PUBLIC COMMENTS ON AGENDA ITEM:

Public Comments on Agenda Items are limited to only the discussion of new business items on tonight's Agenda. Please fill out a comment card and turn it into the City Clerk if you wish to



make a comment.

7. OLD BUSINESS (Actionable Items):

1. Budget Adjustments

Second Reading of Ordinance 2016-06

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2015-2016 FOR THE CITY OF MORROW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

(Presented by Emory McHugh, Finance Director)

2. Flood Plain Ordinance Amendment

Second Reading of Ordinance 2016-07- Floodplain

AN ORDINANCE TO AMEND CHAPTER 4 (“FLOOD DAMAGE PREVENTION”) IN TITLE 8 (“PLANNING AND DEVELOPMENT”) OF THE CODE OF ORDINANCES, CITY OF MORROW, GEORGIA, BY REPEALING THE CURRENT LANGUAGE IN SAID CHAPTER IN ITS ENTIRETY AND ENACTING NEW REGULATIONS IN LIEU THEREOF; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES

(Presented by Zoning Administrator Marti Tracy)

8. GENERAL COMMENTS:

General Comments are any comment that you want to make during Council Meeting. Please fill out a comment card and turn it into the City Clerk if you wish to make a comment.

9. ADJOURNMENT:



CITY OF MORROW

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Previous Meeting Minutes



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCILMEMBERS

Mayor Jeffrey DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

Regular Meeting

September 13, 2016

Minutes

7:32 pm

Mayor Jeffrey DeTar called the Regular Council Meeting of the Morrow City Council to order at 7:32pm on September 13, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

Mayor Jeffrey DeTar asked everyone to stand for the Pledge of Allegiance followed by a moment of silent reflection.

ROLL CALL:

Mayor Jeffrey DeTar asked **City Clerk Yasmin Julio** to call the roll.

City Clerk Yasmin Julio called the roll and those present were **Mayor Jeffrey DeTar, Mayor Pro Tem Jeanell Bridges, Councilman Christopher Mills, Councilman Larry Ferguson, and Councilwoman Hang Tran**. She stated there was a quorum present.

CONSENT AGENDA:

Mayor Jeffrey DeTar called for a motion to approve the consent agenda.

1. Approval of August 23, 2016, Regular Meeting Minutes
2. Approval of August 23, 2016, Work Session Minutes
3. Approval of September 1, 2016, Special Called Meeting Minutes (Council Retreat)
4. Approval of Attorney Invoice Fincher Denmark & Minnifield invoice # 3148 dated August 11, 2016 in the amount of \$4,187.17 for period July 1, 2016- July 31, 2016

MOTION AND VOTE: **Councilman Larry Ferguson** made the motion to approve the consent agenda, seconded by **Mayor Pro Tem Jeanell Bridges**. The motion passed unanimously, 4-0.

MEETING AGENDA:



Mayor Jeffrey DeTar called for a motion to approve September 13, 2016 Meeting Agenda.

MOTION AND VOTE: **Mayor Pro Tem Jeanell Bridges** made the motion to approve the meeting agenda with two amendments as stated by **Attorney Steve Fincher** add under New Business, #3 Consider tendering RFB for SPLOST purchase for police vehicles and #4 consider resolution 2016-04 authorizing an amendment to the FAA action plan, seconded by **Councilman Larry Ferguson**. The motion passed unanimously, 4-0.

AWARDS & RECOGNITION:

1. Top Gun Award
 - Sgt. Bradley Smith
2. Trophy Round
 - Sgt. Richard Thrasher

(Presented by Police Chief James Callaway)

PUBLIC COMMENTS ON AGENDA ITEMS:

No comments were made

OLD BUSINESS:

1. Path System Phase III- Pond & Co

Mayor Jeffrey DeTar called for a motion to approve this item.

MOTION AND VOTE: **Mayor Pro Tem Jeanell Bridges** made the motion to approve the path system plan contingent that if the spurs are removed from the design the associated costs will also be removed, seconded by **Councilman Christopher Mills**. The motion passed unanimously, 4-0.

2. CIVENTUM Proposal

Mayor Jeffrey DeTar called for a motion to approve this item.

MOTION AND VOTE: **Mayor Pro Tem Jeanell Bridges** made the motion to approve the hiring of Civentum as a specialized DMO and to authorize the Mayor to negotiate a reasonable agreement/contract and Mayor Pro tem should the Mayor be absent in regards to the term of the agreement seconded by **Councilman Larry Ferguson**. The motion passed 3-2, **Mayor Pro Tem Jeanell Bridges, Councilman Christopher Mills, and Mayor Jeffrey DeTar** voted in favor of the motion. **Councilman Larry Ferguson and Councilwoman Hang Tran** opposed.



3. Digital Marquee

Mayor Jeffrey DeTar called for a motion to approve this item.

MOTION AND VOTE: **Councilman Larry Ferguson** made the motion to approve the recommendation made by Public Works director **Anou Sothsavath** and hire Clayton Signs for the digital marquee, seconded by **Mayor Pro Tem Jeanell Bridges**. The motion passed 3-1, **Mayor Pro Tem Jeanell Bridges, Councilman Christopher Mills, and Councilman Larry Ferguson** voted in favor of the motion. **Councilwoman Hang Tran** opposed.

4. Budget Adjustments

First Reading of Ordinance 2016-06

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2015-2016 FOR THE CITY OF MORROW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

(Presented by Emory McHugh, Finance Director)

Mayor Jeffrey DeTar stated that this was the first reading and no action will be taken on this item at this time.

NEW BUSINESS:

1. Surplus Property

(Presented by Anou Sothsavath, Public Works Director, James Callaway Police Chief & Elton Poss, Battalion Chief)

Mayor Jeffrey DeTar called for a motion to approve this item.

MOTION AND VOTE: **Councilman Larry Ferguson** made the motion to approve the surplus properties presented by **Public Works director Anou Sothsavath** and **Battalion Chief Elton Poss** without approving the surplus property presented by **Police Chief James Callaway**, seconded by **Councilwoman Hang Tran**. The motion failed, 1-3, with **Councilman Larry Ferguson** in favor of the motion and **Councilwoman Hang Tran, Mayor Pro Tem Jeanell Bridges and Councilman Christopher Mills** opposing .

Mayor Jeffrey DeTar called for another motion to approve this item.



MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made the motion to approve the surplus properties presented by all three departments, seconded by **Councilman Larry Ferguson**. The motion passed unanimously, 4-0.

2. RFP Retail Development Services - Retail Strategies

Mayor Jeffrey DeTar called for a motion to approve this item.

MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made the motion to accept the RFP BY Retail Strategies as presented, seconded by **Councilman Christopher Mills**. The motion passed 3-2, **Mayor Pro Tem Jeanell Bridges, Councilman Christopher Mills, and Mayor Jeffrey DeTar** voted in favor of the motion. **Councilman Larry Ferguson and Councilwoman Hang Tran** opposed.

3. Consider tendering RFB for SPLOST purchase for police vehicles

Mayor Jeffrey DeTar called for a motion to approve this item.

MOTION AND VOTE: Councilman Christopher Mills made the motion to approve this item, seconded by **Mayor Pro Tem Jeanell Bridges**. The motion passed unanimously, 4-0.

4. Consider resolution 2016-04 authorizing an amendment to the FAA action plan

Mayor Jeffrey DeTar called for a motion to approve this item.

MOTION AND VOTE: Councilman Larry Ferguson made the motion to approve this item, seconded by **Councilman Christopher Mills**. The motion passed unanimously, 4-0.

ORDINANCES/RESOLUTIONS:

1. First Reading of Ordinance 2016-07- Floodplain

AN ORDINANCE TO AMEND CHAPTER 4 (“FLOOD DAMAGE PREVENTION”) IN TITLE 8 (“PLANNING AND DEVELOPMENT”) OF THE CODE OF ORDINANCES, CITY OF MORROW, GEORGIA, BY REPEALING THE CURRENT LANGUAGE IN SAID CHAPTER IN ITS ENTIRETY AND ENACTING NEW REGULATIONS IN LIEU THEREOF; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

(Presented by Marti Tracy, Zoning Administrator)

Zoning Administrator Marti Tracy informed Council that this ordinance revision was basically a compliance issue requested by the environmental protection agency and it is



just the updating of verbiage of our current ordinance pertaining to floodplains.

Mayor Jeffrey DeTar stated that this was the first reading and no action will be taken on this item at this time.

GENERAL COMMENTS:

Citizen Comments:

**Wayne Collins
Dorothy Dean
Cherie Crisp**

Staff Comments:

City Manager Sylvia Redic

Council members Comments:

**Councilwoman Hang Tran
Councilman Christopher Mills
Councilman Larry Ferguson
Mayor Pro Tem Jeanell Bridges
Mayor Jeffrey DeTar**

ADJOURNMENT:

Mayor Jeffrey DeTar called for a motion to adjourn the September 13, 2016 Regular Council Meeting.

MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made a motion, seconded by **Councilman Larry Ferguson**. The motion passed unanimously, 4-0.

The Regular Council Meeting was adjourned at 9:15pm.

Approved this 27th day of September, 2016.

Attest

Yasmin Julio, City Clerk

CITY OF MORROW, GEORGIA

Jeffrey A. DeTar, Mayor

Seal



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor Jeffrey A. DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

September 13, 2016

Work Session Minutes

5:32 pm

Mayor Jeffrey DeTar called the Work Session to order at 5:32pm on September 13, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

Those present were **Mayor Jeffrey DeTar, Mayor Pro Tem Jeanell Bridges, Councilman Larry Ferguson, and Councilman Christopher Mills. Councilwoman Hang Tran** joined the meeting at 5:55pm.

General Discussions of Items

1. CCMA Christmas Party

- **City Manager Sylvia Redic asked Mayor and Council for direction on cuisine and entertainment for Christmas party.**
- **Mayor Jeffrey DeTar requested that food not be barbecue however was okay with Olive Garden**
- **Councilman Ferguson recommended traditional holiday cuisine and mentioned that CSU has a choir that should be looked into for entertainment**
- **Consensus by Council made that Sylvia be placed in charge to come up with suggestions**

2. Approval of SPLOST Purchase: Patrol Cars

- **Police Chief James Callaway requested approval from Council to place RFB out for four police interceptors SUV which will be purchased with SPLOST funding.**
- **Chief Callaway also advised that the four new police cars if purchased will replace 2 patrol cars that were totaled out and two vehicles that are aging out**

3. Report from Zoning Administrator pertaining to a Conditional Use Application

- **Zoning Administrator Marti Tracy informed Council about a conditional use application which had been received by the Planning & Economic development office by property owner Larry Holtzman pertaining to 1830 Mt. Zion Rd**



- Ms. Tracy also provided Council with a timeline on when they should anticipate seeing the conditional use before them for approval

4. Police & Fire Standard Operating Procedures

- City Manager Sylvia Redic advised that the approval of both the SOP was an accountability tool.
- City Manager Sylvia Redic and Police Chief Callaway advised that the current SOP in its entirety has not been approved by Mayor and Council even though it has been in practice for the last 3 years. It was last approved during the time that Chief Baker served as Police Chief but has had several updates that have not been approved by Mayor and Council.
- City Manager Sylvia Redic mentioned that the current Fire SOP has never been approved by Mayor and Council
- Consensus made from Mayor and Council that Chief Callaway create a summary of those police he would liked changed and provide it to the Council

5. Monthly Financial Reports

- Councilman Larry Ferguson requested a separate individual report showing Profit and Loss just for the Morrow Center, Finance Director Emory McHugh mentioned it would be difficult to show Profit and Loss within certain circumstances however the current reports does break down the Morrow center budgeted amounts and how much have been expenses spent or revenue generated to date

Councilman Larry Ferguson requested that the SPLOST List be placed on the next work session for discussion, consensus by Council who agreed the list needed to be revisited.

EXECUTIVE SESSION:

Mayor Jeffrey DeTar called for a motion to recess the **September 13, 2016 Work Session** and convene into **Executive Session** to discuss legal matters.

MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made the motion, seconded by Councilman Larry Ferguson, the motion passed unanimously, 4-0.

The Executive Session began at 6:27pm

Mayor Jeffrey DeTar called for a motion to reconvene the **September 13, 2016 Work Session** and adjourn the **Executive Session**.

MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made the motion, seconded by Councilman Larry Ferguson, the motion passed unanimously, 4-0.



The Executive Session ended at 6.53pm.

The Work Session ended at 7:13pm.

Approved this 27th day of September, 2016.

Attest

CITY OF MORROW, GEORGIA

Yasmin Julio, City Clerk

Jeffrey A. DeTar, Mayor



CITY OF MORROW

6

Planning & Zoning Board Meeting Minutes

CITY OF MORROW
Planning & Zoning Board Meeting
1500 Morrow Road - Morrow, GA 30260

September 20, 2016

Minutes

6:30 pm

CALL TO ORDER: Vice Chair Joyce Bean
PLEDGE OF ALLEGIANCE: All
MOMENT OF SILENCE: Vice Chair Joyce Bean

1. ROLL CALL

Vice Chair	Joyce Bean
Member *	Tamara Patridge (<i>Excused Absence</i>)
Member	Aaron Mauldin
Member	Gilda Hutcheson
Member	Wayne Collins
Secretary	Marti Tracy, Secretary

2. APPROVAL OF MEETING AGENDA:

Vice Chair Joyce Bean called for a motion to approve the meeting agenda.

MOTION AND VOTE: Wayne Collins made a motion to approve the agenda, seconded by Gilda Hutcheson. The motion passed unanimously.

3. CONSENT AGENDA:

Approval of August 16, 2016 Meeting Minutes.

Vice Chair Joyce Bean called for a motion to approve the Consent Agenda

MOTION AND VOTE: Gilda Hutcheson made a motion to approve the Consent Agenda, seconded by Aaron. The motion passed unanimously.

4. New Business:

Discussion of the upcoming Conditional Use hearing regarding property located at 1830 Mount Zion Road. Use of property would be for automotive paint & body work. Aaron Mauldin expressed concern about fumes, smell, exhaust, etc. Joyce Bean noted that the wooden ramp may need replacing due to ADA requirements and condition. Gilda Hutcheson mentioned the need to surface and stripe the existing parking area. P&Z public hearing will be held October 18th.

5. General Discussion:

1. City Manager Sylvia Redic presented information about Civentum & Retail Strategies focusing on the positive economic development impact expected
2. Board Secretary Marti Tracy provided an update of permits issued since August meeting, completed projects included AMC Theatre, Cycle Gear &

Boba Theory; City Manager Sylvia Redic gave an update on enforcement activity at Days Inn

3. Decision made to nominate & vote at October meeting to elect new board chair and vice chair

4. Vice Chair Joyce Bean called for a motion to amend the agenda to include a vote regarding the addition of a work session to the October meeting.

MOTION AND VOTE: Gilda Hutcheson made a motion to amend the Agenda, seconded by Wayne Collins. The motion passed unanimously.

Vice Chair Joyce Bean called for a motion to add a work session to the October meeting.

MOTION AND VOTE: Gilda Hutcheson made a motion to approve the addition of a work session to October's meeting, seconded by Wayne Collins. The motion passed unanimously.

5. **PUBLIC COMMENTS**

Jeff Detar

6. **Board Comments**

Joyce Bean
Aaron Mauldin
Gilda Hutcheson
Wayne Collins

7. **ADJOURNMENT**

Vice Chair Joyce Bean called for a motion to adjourn the meeting.

MOTION AND VOTE: Wayne Collins made a motion to adjourn the meeting, seconded by Gilda Hutcheson, the motion passed unanimously. The meeting was adjourned at 7:13 PM.

Approved this 18th day of October 2016.

Attest:

Chairperson

Secretary



CITY OF MORROW

7

Budget Adjustment Ordinance 2016-06

**CITY OF MORROW
STATE OF GEORGIA**

ORDINANCE NO. 2016-06

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2015-2016 FOR THE CITY OF MORROW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Morrow, Georgia (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City;

WHEREAS, the governing authority of the City are the Mayor and Council thereof;

WHEREAS, the City has adopted its original operating budget for fiscal year 2015-2016;

WHEREAS, Article VI, Section 6.28 of the City’s Charter provides that all changes in the appropriations contained in the current operating budget shall be made by ordinance; and

WHEREAS, the City Council wishes to amend the fiscal year 2015-2016 budget with the budget amendment marked accordingly and attached hereto.

THEREFORE, BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW:

SECTION 1. Adoption by Reference. The document attached hereto as Exhibit “A” is incorporated herein by reference and is hereby adopted as an amendment to the Budget for Fiscal Year 2015-2016 for the City of Morrow, Georgia.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Morrow.

SECTION 3. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Codification and Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were upon their enactment believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ordinance.

(c) In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that to the greatest extent allowed by law all remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 6. Repeal of Conflicting Provisions. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. Effective Date. This Ordinance shall become effective immediately upon its adoption unless otherwise stated herein.

ORDAINED this ____ day of _____, 2016.

CITY OF MORROW, GEORGIA

JEFFREY A. DETAR, Mayor

ATTEST:

YASMIN JULIO, City Clerk

(SEAL)

APPROVED AS TO FORM:

STEVEN FINCHER, City Attorney

EXHIBIT "A"

CITY OF MORROW, GEORGIA
GENERAL FUND
PROPOSED BUDGET ADJUSTMENTS
FISCAL YEAR ENDED JUNE 30, 2016

	ORIGINAL BUDGET AMOUNT	ADJUSTMENT BEING PROPOSED		PROPOSED ADJUSTED BUDGET	FY 2016 BUDGET IMPACT
		INCREASE	DECREASE		
		CR	DR		
<u>ADJUSTMENT No. 1: Reclassify Debt Service Appropriation</u>					
EXPENDITURES / APPROPRIATIONS:					
100 700 01565 00058 581300 Principal On Other Debt	\$ 452,000	\$ -	\$ (452,000)	\$ -	
100 100 01595 00057 571050 Urban Redevelop Agency	-	452,000	-	452,000	
Totals	<u>\$ 452,000</u>	<u>\$ 452,000</u>	<u>\$ (452,000)</u>	<u>\$ 452,000</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>					<u>\$ -</u>

ADJUSTMENT No. 2: Compliance with DCA Uniform Chart of Accounts

EXPENDITURES / APPROPRIATIONS:

100 100 01310 00051 511100 Full-Time Salaries	\$ 205,109	\$ -	\$ (64,709)	\$ 140,400	
100 100 01310 00051 512100 Disability Insurance	120	-	(60)	60	
100 100 01310 00051 512110 Health Insurance	16,811	-	(4,730)	12,081	
100 100 01310 00051 512120 Dental Insurance	2,160	-	(360)	1,800	
100 100 01310 00051 512300 Medicare	2,974	-	(938)	2,036	
100 100 01310 00051 512400 Retirement Contributions	15,471	-	(2,741)	12,730	
100 100 01310 00051 512700 Workers' Compensation	841	-	(245)	596	
100 100 01510 00051 512400 Retirement Contributions	27,086	-	(8,717)	18,369	
100 200 02650 00051 511100 Full-Time Salaries	116,871	-	(49,871)	67,000	
100 200 02650 00051 512100 Disability Insurance	180	-	(120)	60	
100 200 02650 00051 512110 Health Insurance	9,356	-	(9,356)	-	
100 200 02650 00051 512120 Dental Insurance	1,080	-	(720)	360	
100 200 02650 00051 512130 Life Insurance	252	-	(168)	84	
100 200 02650 00051 512300 Medicare	3,620	-	(1,550)	2,070	
100 200 02650 00051 512700 Workers' Compensation	1,049	-	(749)	300	
100 100 01500 00051 511100 Full-Time Salaries	-	114,080	-	114,080	
100 100 01500 00051 511300 Overtime	-	500	-	500	
100 100 01500 00051 512100 Disability Insurance	-	180	-	180	
100 100 01500 00051 512110 Health Insurance	-	14,086	-	14,086	
100 100 01500 00051 512120 Dental Insurance	-	1,080	-	1,080	
100 100 01500 00051 512130 Life Insurance	-	168	-	168	
100 100 01500 00051 512300 Medicare	-	2,488	-	2,488	
100 100 01500 00051 512400 Retirement Contributions	-	11,458	-	11,458	
100 100 01500 00051 512700 Workers' Compensation	-	994	-	994	
Totals	<u>\$ 402,980</u>	<u>\$ 145,034</u>	<u>\$ (145,034)</u>	<u>\$ 402,980</u>	

Net Change - Appropriation of Prior Year Fund Balance

\$ -

ADJUSTMENT No. 3: Recognition of Private Grant for Fire Department

REVENUES / FUNDING SOURCES:

100 037 37100 03710 371000 Private Source Grants	<u>\$ -</u>	<u>\$ 5,271</u>	<u>\$ -</u>	<u>\$ 5,271</u>	
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EXPENDITURES / APPROPRIATIONS:

100 300 03500 00054 542100 Machinery & Equipment	<u>\$ -</u>	<u>\$ 5,713</u>	<u>\$ -</u>	<u>\$ 5,713</u>	
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Net Change - Appropriation of Prior Year Fund Balance

\$ 442

CITY OF MORROW, GEORGIA
GENERAL FUND
PROPOSED BUDGET ADJUSTMENTS
FISCAL YEAR ENDED JUNE 30, 2016

						ORIGINAL BUDGET	ADJUSTMENT BEING PROPOSED		PROPOSED ADJUSTED	FY 2016 BUDGET
						AMOUNT	INCREASE	DECREASE	BUDGET	IMPACT
<u>ADJUSTMENT No. 4: True Up of Debt Service Expenditures for Bonds and Capital Leases</u>										
EXPENDITURES / APPROPRIATIONS:										
100	700	01565	00058	581100	Principal on Bonds	\$ 75,000	\$ 5,358	\$ -	\$ 80,358	
100	700	01565	00058	582100	Interest On Bonds	30,000	-	(2,374)	27,626	
100	700	01565	00058	581200	Principal on Capital Leases	114,233	75,752	-	189,985	
100	700	01565	00058	582200	Interest on Capital Leases	-	17,695	-	17,695	
100	700	01565	00058	582300	Interest on Other Debt	14,294	-	(14,294)	-	
Totals						<u>\$ 233,527</u>	<u>\$ 98,805</u>	<u>\$ (16,668)</u>	<u>\$ 315,664</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ 82,137</u>

ADJUSTMENT No. 5: Compliance with DCA Chart of Accounts

EXPENDITURES / APPROPRIATIONS:

100	100	01310	00053	531105	Office Supplies	\$ 3,000	\$ -	\$ (2,000)	\$ 1,000	
100	100	01310	00052	523400	Printing and Binding	-	500	-	500	
100	100	01310	00052	523500	Travel	6,200	-	(1,500)	4,700	
100	100	01310	00052	523600	Dues and Subscriptions	6,000	-	(1,000)	5,000	
100	100	01500	00053	531105	Office Supplies	-	7,000	-	7,000	
100	100	01500	00052	523400	Printing and Binding	4,000	-	(500)	3,500	
100	100	01500	00052	524000	Postage & Shipping	-	7,500	-	7,500	
100	100	01500	00052	523500	Travel	-	1,500	-	1,500	
100	100	01500	00052	523600	Dues and Subscriptions	-	1,000	-	1,000	
100	100	01510	00052	524000	Postage & Shipping	5,000	-	(5,000)	-	
100	200	02650	00053	531105	Office Supplies	8,880	-	(5,000)	3,880	
100	200	02650	00052	524000	Postage & Shipping	3,500	-	(2,500)	1,000	
Totals						<u>\$ 36,580</u>	<u>\$ 17,500</u>	<u>\$ (17,500)</u>	<u>\$ 36,580</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ -</u>

ADJUSTMENT No. 6: Early Voting Period for Municipal Election

EXPENDITURES / APPROPRIATIONS:

100	100	01400	00052	523700	Education & Training	\$ 400	\$ -	\$ (400)	\$ -	
100	100	01400	00052	523860	Salaries - Contract Labor	1,500	4,630	-	6,130	
100	100	01400	00052	523900	Miscellaneous	1,800	-	(1,800)	-	
Totals						<u>\$ 3,700</u>	<u>\$ 4,630</u>	<u>\$ (2,200)</u>	<u>\$ 6,130</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ 2,430</u>

ADJUSTMENT No. 7: Staffing of Morrow Tourist Center

EXPENDITURES / APPROPRIATIONS:

100	100	01500	00051	511200	Part-Time Salaries	\$ -	\$ 32,000	\$ -	\$ 32,000	
100	100	01500	00051	512200	Social Security (FICA)	-	1,985	-	1,985	
100	100	01500	00051	512300	Medicare	-	465	-	465	
Totals						<u>\$ -</u>	<u>\$ 34,450</u>	<u>\$ -</u>	<u>\$ 34,450</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ 34,450</u>

CITY OF MORROW, GEORGIA
GENERAL FUND
PROPOSED BUDGET ADJUSTMENTS
FISCAL YEAR ENDED JUNE 30, 2016

						ORIGINAL BUDGET	ADJUSTMENT BEING PROPOSED		PROPOSED ADJUSTED	FY 2016 BUDGET
						AMOUNT	INCREASE	DECREASE	BUDGET	IMPACT
<u>ADJUSTMENT No. 8: Unemployment Costs Associated with Reduction in Force Initiative</u>										
EXPENDITURES / APPROPRIATIONS:										
100	100	01500	00051	512600	Unemployment Insurance	\$ -	\$ 25,000	\$ -	\$ 25,000	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ 25,000</u>
<u>ADJUSTMENT No. 9: Budgetary Impact of Interim Status Resulting from Resignation</u>										
EXPENDITURES / APPROPRIATIONS:										
100	100	07400	00051	511100	Full-Time Salaries	\$ 34,362	\$ 7,238	\$ -	\$ 41,600	
100	100	07400	00051	511300	Overtime	-	1,000	-	1,000	
100	100	07400	00051	512300	Medicare	513	120	-	633	
100	100	07400	00051	512400	Retirement Contributions	3,536	824	-	4,360	
Totals						<u>\$ 38,411</u>	<u>\$ 9,182</u>	<u>\$ -</u>	<u>\$ 47,593</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ 9,182</u>
<u>ADJUSTMENT No. 10: Administrative Staffing Costs for Economic Development Efforts</u>										
EXPENDITURES / APPROPRIATIONS:										
100	100	07500	00051	511100	Full-Time Salaries	\$ -	\$ 24,100	\$ -	\$ 24,100	
100	100	07500	00051	512100	Disability Insurance	-	66	-	66	
100	100	07500	00051	512130	Life Insurance	-	110	-	110	
100	100	07500	00051	512300	Medicare	-	410	-	410	
100	100	07500	00051	512700	Workers' Compensation	-	3,971	-	3,971	
100	100	07500	00051	512920	Employee Betterment	-	43	-	43	
100	100	01595	00057	571000	Downtown Develop Auth	35,000	-	(28,700)	6,300	
Totals						<u>\$ 35,000</u>	<u>\$ 28,700</u>	<u>\$ (28,700)</u>	<u>\$ 35,000</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ -</u>
<u>ADJUSTMENT No. 11: Replacement of Broken Fitness Equipment</u>										
EXPENDITURES / APPROPRIATIONS:										
100	300	03500	00054	542100	Machinery & Equipment	\$ -	\$ 9,990	\$ -	\$ 9,990	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ 9,990</u>
<u>ADJUSTMENT No. 12: Unbudgeted Refreshment Expenditures</u>										
EXPENDITURES / APPROPRIATIONS:										
100	100	01310	00053	531300	Food	\$ -	\$ 5,000	\$ -	\$ 5,000	
100	100	01500	00053	531300	Food	-	2,000	-	2,000	
Totals						<u>\$ -</u>	<u>\$ 7,000</u>	<u>\$ -</u>	<u>\$ 7,000</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ 7,000</u>
<u>ADJUSTMENT No. 13: Higher Than Anticipated Building Activity</u>										
EXPENDITURES / APPROPRIATIONS:										
100	100	07400	00052	521200	Professional Services	\$ -	\$ 5,000	\$ -	\$ 5,000	
100	100	07400	00052	521220	Inspector's Fees	50,000	30,000	-	80,000	
Totals						<u>\$ 50,000</u>	<u>\$ 35,000</u>	<u>\$ -</u>	<u>\$ 85,000</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>										<u>\$ 35,000</u>

CITY OF MORROW, GEORGIA
 GENERAL FUND
 PROPOSED BUDGET ADJUSTMENTS
 FISCAL YEAR ENDED JUNE 30, 2016

	ORIGINAL BUDGET AMOUNT	ADJUSTMENT BEING PROPOSED		PROPOSED ADJUSTED BUDGET	FY 2016 BUDGET IMPACT
		INCREASE	DECREASE		
<u>ADJUSTMENT No. 14: True Up of Health Insurance Costs</u>					
EXPENDITURES / APPROPRIATIONS:					
100 100 01510 00051 512110 Health Insurance	\$ 31,791	\$ -	\$ (12,959)	\$ 18,832	
100 300 03210 00051 512110 Health Insurance	183,200	-	(49,347)	133,853	
100 300 03500 00051 512110 Health Insurance	166,347	-	(44,364)	121,983	
Totals	<u>\$ 381,338</u>	<u>\$ -</u>	<u>\$ (106,670)</u>	<u>\$ 274,668</u>	
<i>Net Change - Offset Against Appropriation of Prior Year Fund Balance</i>					<u>\$ (106,670)</u>
<u>ADJUSTMENT No. 15: True Up of General Insurance Costs</u>					
EXPENDITURES / APPROPRIATIONS:					
100 100 01310 00052 523100 Insurance - General	\$ 166,405	\$ -	\$ (40,000)	\$ 126,405	
100 300 03210 00052 523100 Insurance - General	227,271	-	(50,000)	177,271	
100 300 03500 00052 523100 Insurance - General	88,266	-	(28,961)	59,305	
100 400 04100 00052 523100 Insurance - General	74,052	-	(20,000)	54,052	
Totals	<u>\$ 555,994</u>	<u>\$ -</u>	<u>\$ (138,961)</u>	<u>\$ 417,033</u>	
<i>Net Change - Offset Against Appropriation of Prior Year Fund Balance</i>					<u>\$ (138,961)</u>
<u>ADJUSTMENT No. 16: Higher than Anticipated Legal Fees</u>					
EXPENDITURES / APPROPRIATIONS:					
100 100 01500 00052 521210 City Attorney Fees	<u>\$ 125,000</u>	<u>\$ 40,000</u>	<u>\$ -</u>	<u>\$ 165,000</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>					<u>\$ 40,000</u>
<u>ADJUSTMENT No. 17: Unbudgeted Tourism Expenses not Paid by DMO</u>					
EXPENDITURES / APPROPRIATIONS:					
100 100 01500 00057 571075 Tourism Center Expenses	<u>\$ -</u>	<u>\$ 40,000</u>	<u>\$ -</u>	<u>\$ 40,000</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>					<u>\$ 40,000</u>
<u>ADJUSTMENT No. 18: To Fund Tourism with unused Economic Devel Funds</u>					
EXPENDITURES / APPROPRIATIONS:					
100 100 07500 00052 521200 Professional Services	<u>\$ 40,000</u>	<u>\$ -</u>	<u>\$ (40,000)</u>	<u>\$ -</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>					<u>\$ (40,000)</u>
<u>ADJUSTMENT No. 19: To Fund Tourism with Savings from E-911</u>					
EXPENDITURES / APPROPRIATIONS:					
100 100 01595 00055 551000 Contribution to E-911 Fund	<u>\$ 504,938</u>	<u>\$ -</u>	<u>\$ (30,000)</u>	<u>\$ 474,938</u>	
<i>Net Change - Appropriation of Prior Year Fund Balance</i>					<u>\$ (30,000)</u>
Net Total Budget Adjustments					<u>\$ (30,000)</u>



CITY OF MORROW

8

Flood Plain Ordinance Amendment Ordinance 2016-07

STATE OF GEORGIA

CITY OF MORROW

ORDINANCE NO. 2016-07

AN ORDINANCE TO AMEND CHAPTER 4 (“FLOOD DAMAGE PREVENTION”) IN TITLE 8 (“PLANNING AND DEVELOPMENT”) OF THE CODE OF ORDINANCES, CITY OF MORROW, GEORGIA, BY REPEALING THE CURRENT LANGUAGE IN SAID CHAPTER IN ITS ENTIRETY AND ENACTING NEW REGULATIONS IN LIEU THEREOF; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of Morrow, Georgia (hereinafter the “City”) is the Mayor and Council thereof; and

WHEREAS, the City has the power to adopt regulations promoting the health, safety, and general welfare of its inhabitants pursuant to the authority granted by the 1983 Constitution of the State Georgia, including but not limited to Article IX, Section II; the authority granted by the General Assembly of the State of Georgia, including but not limited to O.C.G.A. § 36-1-20(a); and the authority granted under the Charter of the City, including but not limited to Section 1.12(b)(11); and

WHEREAS, the governing authority of the City determines that regulating the floodplain and associated flood plain areas will provide for the health, safety, and welfare of the inhabitants of the City through minimizing the public and private losses due to flood conditions and flood hazard areas by regulating said areas;

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW, GEORGIA THAT:

Section One. Chapter 4 (“Flood Damage Prevention”) in Title 8 (“Planning and Development”) of the Code of Ordinances, City of Morrow, Georgia is hereby amended by striking, in its entirety, the provisions presently found in said Chapter and inserting in lieu thereof the text set forth in Exhibit “A”, which is attached hereto and made a part hereof by reference.

Section Two. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section Three. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Four. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or

unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Five. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Six. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2016.

CITY OF MORROW, GEORGIA

JEFFREY A. DETAR, Mayor

ATTEST:

Yasmin Julio, City Clerk

APPROVED BY:

Steven M. Fincher, City Attorney

EXHIBIT A

[See Attached]

Title 8 – PLANNING AND DEVELOPMENT
CHAPTER 4. – FLOOD DAMAGE PREVENTION

ARTICLE 1. – INTRODUCTION AND GENERAL PROVISIONS

Section 8-4-1 – Floodplain Management/Flood Damage Prevention; Findings of Fact.

It is hereby determined that:

- (a) The flood hazard areas of the City of Morrow are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (b) Flood hazard areas can serve important stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation and ecological purposes when permanently protected as undisturbed or minimally disturbed areas.
- (c) Effective floodplain management and flood hazard protection activities can: (1) Protect human life and health; (2) Minimize damage to private property; (3) Minimize damage to public facilities and infrastructure such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains; and (4) Minimize expenditure of public money for costly flood control projects associated with flooding and generally undertaken at the expense of the general public.
- (d) Article IX, Section II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Morrow, Georgia, does ordain this ordinance and establishes this set of floodplain management and flood hazard reduction provisions for the purpose of regulating the use of flood hazard areas. It is determined that the regulation of flood hazard areas and the prevention of flood damage are in the public interest and will minimize threats to public health and safety, as well as to private and public property.

Section 8-4-2 – Purpose and Intent

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare and to minimize public and private losses due to flood conditions in flood hazard areas, as well as to protect the beneficial uses of floodplain areas for water quality protection, streambank and stream corridor protection, wetlands preservation, and ecological and environmental protection by provisions designed to:

- (a) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

- (b) Restrict or prohibit uses which are dangerous to health, safety and property due to flooding or erosion hazards, or which increase flood heights, velocities, or erosion;
- (c) Control filling, grading, dredging, and other development which may increase flood damage or erosion;
- (d) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
- (e) Limit the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters; and
- (f) Protect the stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation, and ecological functions of natural floodplain areas.

Section 8-4-3 – Applicability.

This ordinance shall be applicable to all Areas of Special Flood Hazard within the jurisdiction of the City of Morrow.

Section 8-4-4 – Designation of Ordinance Administrator.

The City Manager or other authorized designee is hereby appointed to administer and implement the provisions of this ordinance.

Section 8-4-5 – Basis for Establishing Areas of Special Flood Hazard, Areas of Future-Conditions Flood Hazard and Associated Floodplain Characteristics – Flood Area Maps and Studies.

For the purposes of defining and determining “Areas of Special Flood Hazard,” “Areas of Future-conditions Flood Hazard,” “Areas of Shallow Flooding,” “Base Flood Elevations,” “Floodplains,” “Floodways,” “Future-conditions Flood Elevations,” “Future conditions ,” “Floodplains,” potential flood hazard or risk categories as shown on FIRM maps, and other terms used in this ordinance, the following documents and sources may be used for such purposes and are adopted by reference thereto:

- (1) The Flood Insurance Study (FIS), dated February 16, 1983 and September 5, 2007, with accompanying maps and other supporting data and any revision thereto. For those land areas acquired by the City through annexation, the current effective FIS and data for Clayton County and the City of Morrow are hereby adopted by reference.
- (2) Other studies, which may be relied upon for the establishment of the base flood elevation or delineation of the base or one-percent (100-year) floodplain and flood-prone areas, including:
 - (a) Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey or any other local, State or Federal agency applicable to the City of Morrow; and

- (b) Any base flood study conducted by a licensed professional engineer which has been prepared utilizing FEMA approved methodology and approved by the City of Morrow.
- (3) Other studies, which may be relied upon for the establishment of the future-conditions flood elevation or delineation of the future-conditions floodplain and flood-prone areas, including:
 - (a) Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey, or any other local, State or Federal agency applicable to the City of Morrow; and
 - (b) Any future-conditions flood study conducted by a licensed professional engineer which has been prepared utilizing FEMA approved methodology approved by the City of Morrow.
- (4) The repository for public inspection of the FIS, accompanying maps and other supporting data is located at the City of Morrow City Clerk's Office.

Section 8-4-6 – Compatibility with Other Regulations.

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, statute, easement, covenant, deed restriction or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Section 8-4-7 – Severability.

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

Section 8-4-8 – Warning and Disclaimer of Liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Morrow or any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

ARTICLE 2. – DEFINITIONS

Section 8-4-9- Definitions.

For purposes of this Chapter, certain words and terms used herein shall be defined and interpreted as follows; all other words or terms not defined shall have their customary dictionary definitions:

Addition means any walled and roofed expansion to the perimeter or height of a building.

Appeal means a request for a review of the Zoning Administrator's interpretation of any provision of this ordinance.

Area of Future-conditions Flood Hazard means the land area that would be inundated by the one-percent-annual-chance flood based on future-conditions hydrology (100-year future-conditions flood).

Area of Shallow Flooding means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard means the land area subject to a one percent or greater chance of flooding in any given year. This includes all floodplain and flood prone areas at or below the base flood elevation designated as Zones A, A1-30, A-99, AE, AO, AH, and AR on a community's Flood Insurance Rate Map (FIRM).

Accessory Structure or Facility means a structure which is on the same parcel of property as the principal structure and the use of which is incidental to the use of the primary structure.

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

Base Flood Elevation means the highest water surface elevation anticipated at any given location during the base flood.

Basement means any area of a building having its floor subgrade below ground level on all sides.

Building has the same meaning as *Structure*.

Development means any man-made change to improved or unimproved real estate including but not limited to buildings or other structures, mining, dredging, filling, clearing, grubbing, grading, paving, any other installation of impervious cover, excavation or drilling operations or storage of equipment or materials.

Elevated Building means a non-basement building which has its lowest elevated floor raised above the ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing Construction Any structure for which the "start of construction" commenced before 1973.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before 1973.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA means the Federal Emergency Management Agency.

Flood or *Flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters; or
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map or *FIRM* means an official map of a community, issued by FEMA, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

Flood Insurance Study or *FIS* means the official report by FEMA providing an examination, evaluation and determination of flood hazards and corresponding flood profiles and water surface elevations of the base flood.

Floodplain or *Flood-prone Area* means any land area susceptible to flooding.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway or *Regulatory Floodway* means the channel of a stream, river, or other watercourse and the adjacent areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Functionally Dependent Use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Future-conditions Flood means the flood having a one percent chance of being equaled or exceeded in any given year based on future-conditions hydrology. Also known as the 100-year future-conditions flood.

Future-conditions Flood Elevation means the highest water surface elevation anticipated at any given location during the future-conditions flood.

Future-conditions Floodplain means any land area susceptible to flooding by the future-conditions flood.

Future-conditions Hydrology means the flood discharges associated with projected land-use conditions based on a community's zoning maps, comprehensive land-use plans, and/or watershed study projections, and without consideration of projected future construction of stormwater management (flood detention) structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places by communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior, or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Lowest Floor means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when attached to the required utilities. The term includes any structure commonly referred to as a "mobile home" regardless of the date of manufacture. The term also includes parked trailers, travel trailers and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property. The term does not include a "recreational vehicle."

Mean Sea Level means the datum to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced. For purposes of this ordinance the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988.

New Construction means any structure (see definition) for which the “start of construction” commenced after 1973 and includes any subsequent improvements to the structure.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed after 1973.

Owner means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Permit means the permit issued by the City of Morrow to the applicant which is required prior to undertaking any development activity.

Recreational Vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Repetitive Loss means flood related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Site means the parcel of land being developed, or the portion thereof on which the development project is located.

Start of Construction includes substantial improvement, and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of the structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building (including a gas or liquid storage tank), that is principally above ground, or a manufactured home.

Subdivision means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. This term also includes Repetitive Loss.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement to a structure, taking place during a 10-year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the structure prior to the improvement. The market value of the building means (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include those improvements of a structure required to comply with existing state or local health, sanitary, or safety code specifications which are the minimum necessary to assure safe living conditions, which have been identified by the Code Enforcement Official. The term does also not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Substantially Improved Existing Manufactured Home Park or Subdivision means the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Variance means a grant of relief from the requirements of this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the requirements of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

ARTICLE 3. – PERMIT PROCEDURES AND REQUIREMENTS

Section 8-4-10 – Permit Procedures and Requirements.

No owner or developer shall perform any development activities on a site where an Area of Special Flood Hazard or Area of Future-conditions Flood Hazard is located without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically excluded by this ordinance, any landowner or developer desiring a permit for a development activity shall submit to the City of Morrow a permit application on a form provided by the City of Morrow for that purpose.

No permit will be approved for any development activities that do not meet the requirements, restrictions and criteria of this ordinance.

Section 8-4-11 – Floodplain Management Plan Requirements.

An application for a development project with any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard located on the site shall include a floodplain management / flood damage prevention plan. This plan shall include the following items:

- (1) Site plan drawn to scale, which includes but is not limited to:
 - (a) Existing and proposed elevations of the area in question and the nature, location and dimensions of existing and/or proposed structures, earthen fill placement, amount and location of excavation material, and storage of materials or equipment;
 - (b) For all proposed structures, spot ground elevations at building corners and 20 foot or smaller intervals along the foundation footprint, or one foot contour elevations throughout the building site.
 - (c) Proposed locations of water supply, sanitary sewer, and utilities;
 - (d) Proposed locations of drainage and stormwater management facilities;
 - (e) Proposed grading plan;
 - (f) Base flood elevations and future-conditions flood elevations;
 - (g) Boundaries of the base flood floodplain and future-conditions floodplain;
 - (h) If applicable, the location of the floodway; and
 - (i) Certification of the above by a licensed professional engineer or surveyor.
- (2) Building and foundation design detail, including but not limited to:
 - (a) Elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all proposed structures;
 - (b) Elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
 - (c) Certification that any proposed non-residential floodproofed structure meets the criteria in Section 8-4-21(2);
 - (d) For enclosures below the base flood elevation, location and total net area of flood openings as required in Section 8-4-20(5); and
 - (e) Design plans certified by a licensed professional engineer or architect for all proposed structure(s).
- (3) Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development;
- (4) Hard copies and digital files of computer models, if any, copies of work maps, comparison of pre- and post-development conditions base flood elevations, future-conditions flood elevations, flood protection elevations, Special Flood Hazard Areas and regulatory floodways, flood profiles and all other computations and other information similar to that presented in the FIS;
- (5) Copies of all applicable State and Federal permits necessary for proposed development, including but not limited to permits required by Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334; and

- (6) All appropriate certifications required under this ordinance. The approved floodplain management / flood damage prevention plan shall contain certification by the applicant that all development activities will be done according to the plan or previously approved revisions. Any and all development permits and/or use and occupancy certificates or permits may be revoked at any time if the construction and development activities are not in strict accordance with approved plans.

Section 8-4-12 – Construction Stage Submittal Requirements.

For all new construction and substantial improvements on sites with a floodplain management / flood damage prevention plan, the permit holder shall provide to the Zoning Administrator a certified as-built Elevation Certificate or Floodproofing Certificate for non-residential construction including the lowest floor elevation or floodproofing level immediately after the lowest floor or floodproofing is completed. A final Elevation Certificate shall be provided after completion of construction including final grading of the site. Any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. When floodproofing is utilized for nonresidential structures, said certification shall be prepared by or under the direct supervision of a licensed professional engineer or architect and certified by same using the FEMA Floodproofing Certificate. This certification shall also include the design and operation/maintenance plan to assure continued viability of the floodproofing measures.

Any work undertaken prior to approval of these certifications shall be at the permit holder's risk. The Zoning Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed.

Failure to submit certification or failure to make the corrections required hereby shall be cause to issue a stop work order for the project.

Section 8-4-13 – Duties and Responsibilities of the Administrator.

Duties of the Zoning Administrator shall include, but shall not be limited to:

- (1) Review all development applications and permits to assure that the requirements of this ordinance have been satisfied and to determine whether proposed building sites will be reasonably safe from flooding;
- (2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but not limited to Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334;
- (3) When Base Flood Elevation data or floodway data have not been provided, then the Zoning Administrator shall require the applicant to obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, state or other sources in order to meet the provisions in Articles 4 and 5 of this Chapter;
- (4) Review and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all new and substantially improved structures;

- (5) Review and record the actual elevation, in relation to mean sea level to which any substantially improved structures have been floodproofed;
- (6) When floodproofing is utilized for a non-residential structure, the Zoning Administrator or designee shall review the design and operation/maintenance plan and obtain certification from a licensed professional engineer or architect;
- (7) Notify affected adjacent communities and the Georgia Department of Natural Resources (GA DNR) prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
- (8) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions) the Zoning Administrator or designee shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this ordinance. Where floodplain elevations have been defined, the floodplain shall be determined based on flood elevations rather than the area graphically delineated on the floodplain maps;
- (9) All records pertaining to the provisions of this ordinance shall be maintained in the office of the City Clerk and shall be open for public inspection;
- (10) Coordinate all FIRM revisions with the GA DNR and FEMA; and
- (11) Review variance applications and make recommendations to the Planning and Zoning Board and Mayor and Council.

ARTICLE 4. – STANDARDS FOR DEVELOPMENT

Section 8-4-14 – Definition of Floodplain Boundaries.

- (1) Studied “A” zones, as identified in the FIS, shall be used to establish base flood elevations whenever available.
- (2) For all streams with a drainage area of 100 acres or greater, the future-conditions flood elevations shall be provided by the City of Morrow. If future-conditions elevation data is not available from the City of Morrow, then it shall be determined by a licensed professional engineer using a method approved by FEMA and the City of Morrow.

Section 8-4-15 – Definition of Floodway Boundaries.

The width of a floodway shall be determined from the FIS or FEMA approved flood study. For all streams with a drainage area of 100 acres or greater, the regulatory floodway shall be provided by the City of Morrow. If floodway data is not available from the City of Morrow, it shall be determined by a licensed professional engineer using a method approved by FEMA and the City of Morrow.

Section 8-4-16 – General Standards.

- (1) No development shall be allowed within any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard that could result in any of the following:
 - (a) Raising the base flood elevation or future-conditions flood elevation equal to or more than 0.01 foot;
 - (b) Reducing the base flood or future-conditions flood storage capacity;

- (c) Changing the flow characteristics as to the depth and velocity of the waters of the base flood or future-conditions flood as they pass both the upstream and the downstream boundaries of the development area; or
 - (d) Creating hazardous or erosion-producing velocities, or resulting in excessive sedimentation.
- (2) Any development within any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard allowed under Section 8-4-16(1) shall also meet the following conditions:
- (a) Compensation for storage capacity shall occur between the average ground water table elevation and the base flood elevation for the base flood, and between the average ground water table elevation and the future-condition flood elevation for the future-conditions flood, and lie either within the boundaries of ownership of the property being developed and shall be within the immediate vicinity of the location of the encroachment. Acceptable means of providing required compensation include lowering of natural ground elevations within the floodplain, or lowering of adjoining land areas to create additional floodplain storage. In no case shall any required compensation be provided via bottom storage or by excavating below the elevation of the natural (pre-development) stream channel unless such excavation results from the widening or relocation of the stream channel;
 - (b) Cut areas shall be stabilized and graded to a slope of no less than 2.0 percent;
 - (c) Effective transitions shall be provided such that flow velocities occurring on both upstream and downstream properties are not increased or decreased;
 - (d) Verification of no-rise conditions (less than 0.01 foot), flood storage volumes, and flow characteristics shall be provided via a step-backwater analysis meeting the requirements of Section 8-4-17;
 - (e) Public utilities and facilities, such as water, sanitary sewer, gas, and electrical systems, shall be located and constructed to minimize or eliminate infiltration or contamination from flood waters; and
 - (f) Any significant physical changes to the base flood floodplain shall be submitted as a Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. The CLOMR submittal shall be subject to approval by the City of Morrow using the FEMA Community Concurrence forms before forwarding the submittal package to FEMA for final approval. The responsibility for forwarding the CLOMR to FEMA and for obtaining the CLOMR approval shall be the responsibility of the applicant. Within six months of the completion of development, the applicant shall submit as-built surveys and plans for a final Letter of Map Revision (LOMR).

Section 8-4-17 – Engineering Study Requirements for Floodplain Encroachments.

An engineering study is required, as appropriate to the proposed development activities on the site, whenever a development proposes to disturb any land within the future-conditions floodplain, except for a residential single-lot development on streams without established base flood elevations and floodways. This study shall be prepared by a licensed professional engineer and made a part of the application for a permit. This information shall be submitted to and approved by the City of Morrow prior to the approval of any permit which would authorize the disturbance of land located within the future-conditions floodplain. Such study shall include:

- (1) Description of the extent to which any watercourse or floodplain will be altered or relocated as a result of the proposed development;
- (2) Step-backwater analysis, using a FEMA-approved methodology approved by the City of Morrow. Cross-sections (which may be supplemented by the applicant) and flow information will be obtained whenever available. Computations will be shown duplicating FIS results and will then be rerun with the proposed modifications to determine the new base flood profiles, and future-conditions flood profiles;
- (3) Floodplain storage calculations based on cross-sections (at least one every 100 feet) showing existing and proposed floodplain conditions to show that base flood floodplain and future-conditions floodplain storage capacity would not be diminished by the development;
- (4) The study shall include a preliminary plat, grading plan, or site plan, as appropriate, which shall clearly define all future-conditions floodplain encroachments.

Section 8-4-18 – Floodway Encroachments.

Located within Areas of Special Flood Hazard are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity flood waters, debris or erosion potential. In addition, floodways must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway, except for activities specifically allowed in (2) below.
- (2) Encroachments for bridges, culverts, roadways and utilities within the regulatory floodway may be permitted provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment will not result in any increase to the pre-project base flood elevations, floodway elevations, or floodway widths during the base flood discharge. A licensed professional engineer must provide supporting technical data and certification thereof; and
- (3) If the applicant proposes to revise the floodway boundaries, no permit authorizing the encroachment into or an alteration of the floodway shall be issued by the City of Morrow until an affirmative Conditional Letter of Map Revision (CLOMR) is issued by FEMA or a no-rise certification is approved by the City of Morrow.

Section 8-4-19 – Maintenance Requirements.

The property owner shall be responsible for continuing maintenance as may be needed within an altered or relocated portion of a floodplain on the property so that the flood-carrying or flood storage capacity is maintained. The City of Morrow may direct the property owner (at no cost to the City of Morrow) to restore the flood-carrying or flood storage capacity of the floodplain if the owner has not performed maintenance as required by the approved floodplain management plan on file with the City of Morrow.

ARTICLE 5. – PROVISIONS FOR FLOOD DAMAGE PREVENTION**Section 8-4-20 – General Standards.**

In all Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard the following provisions apply:

- (1) New construction and substantial improvements of structures (residential or nonresidential), including manufactured homes, shall not be allowed within the limits of the future-conditions floodplain, unless all requirements of Section 8-4-16, Section 8-4-17, and Section 8-4-18 have been met;
- (2) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (5) Elevated Buildings - All new construction and substantial improvements that include any fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - (a) Designs for complying with this requirement must either be certified by a licensed professional engineer or architect to meet or exceed the following minimum criteria:
 - i. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - ii. The bottom of all openings shall be no higher than one foot above grade; and
 - iii. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
 - (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished and flood resistant enclosure shall solely be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
 - (c) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
- (6) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher, so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (7) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces;
- (8) All proposed development shall include adequate drainage and stormwater management facilities per the requirements of the City of Morrow to reduce exposure to flood hazards;
- (9) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

- (10) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (11) On-site waste disposal systems shall be located and constructed to avoid impairment to, or contamination from, such systems during flooding;
- (12) Other public utilities such as gas and electric systems shall be located and constructed to avoid impairment to them, or public safety hazards from them, during flooding;
- (13) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced;
- (14) If the proposed development is located in multiple flood zones, or multiple base flood elevations cross the proposed site, the higher or more restrictive base flood elevation or future condition elevation and development standards shall take precedence;
- (15) When only a portion of a proposed structure is located within a flood zone or the future conditions floodplain, the entire structure shall meet the requirements of this ordinance; and
- (16) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall be reasonably safe from flooding:
 - (a) All such proposals shall be consistent with the need to minimize flood damage within the flood-prone area;
 - (b) All public utilities and facilities, such as sewer, gas, electrical, and water systems shall be located and constructed to minimize or eliminate flood damage; and
 - (c) Adequate drainage shall be provided to reduce exposure to flood hazards.

Section 8-4-21 – Building Standards for Structures and Buildings Within the Future-Conditions Floodplain

In addition to the requirements in Section 8-4-20, the following provisions shall apply:

- (1) Residential Buildings
 - (a) New Construction. New construction of principal residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of Section 8-4-16, Section 8-4-17, and Section 8-4-18 have been met. If all of the requirements of Section 8-4-16, Section 8-4-17, and Section 8-4-18, all new construction shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 8-4-20(5)(a).
 - (b) Substantial Improvements. Substantial improvement of any principal residential structure shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 8-4-20(5)(a).
- (2) Non-Residential Buildings
 - (a) New Construction. New construction of principal non-residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of

Section 8-4-16, Section 8-4-17, and Section 8-4-18 have been met. If all of the requirements of Section 8-4-16, Section 8-4-17, and Section 8-4-18 have been met, all new construction shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 8-4-20(5)(a). New construction that has met all of the requirements of Section 8-4-16, Section 8-4-17, and Section 8-4-18 may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the City Manager or his or her designee using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.

- (b) Substantial Improvements. Substantial improvement of any principal nonresidential structure located in A1- 30, AE, or AH zones, may be authorized by the Public Works Director or designee to be elevated or floodproofed. Substantial improvements shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 8-4-20(5)(a). Substantial improvements may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Public Works Director using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.
- (3) Accessory Structures and Facilities. Accessory structures and facilities (i.e., barns, sheds, gazebos, detached garages, recreational facilities and other similar non-habitable structures and facilities) which meet the requirements of Section 8-4-16, Section 8-4-17, and Section 8-4-18 and are permitted to be located within the limits of the future-conditions floodplain shall be constructed of flood-resistant materials and designed to provide adequate flood openings in accordance with Section 8-4-20(5)(a) and be anchored to prevent flotation, collapse and lateral movement of the structure.
- (4) Standards for Recreational Vehicles. All recreational vehicles placed on sites must either:
- (a) Be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its

- wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
- (b) Meet all the requirements for Residential Buildings—Substantial Improvements (Section 8-4-21(1)(b)), including the anchoring and elevation requirements.
- (5) Standards for Manufactured Homes.
- (a) New manufactured homes shall not be allowed to be placed within the limits of the future-conditions floodplain unless all requirements of Section 8-4-16, Section 8-4-17, and Section 8-4-18 have been met. If all of the requirements of Section 8-4-16, Section 8-4-17, and Section 8-4-18 have been met, all new construction and substantial improvement shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 8-4-20(5)(a).
- (b) Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision shall be elevated so that either:
- i. The lowest floor of the manufactured home is elevated no lower than three (3) feet above the level of the base flood elevation, or one (1) foot above the future-conditions flood elevation, whichever is higher; or
 - ii. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
- (c) All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement in accordance with the standards of Section 8-4-20(7).

Section 8-4-22 – Building Standards for Structures and Buildings Authorized Adjacent to the Future-Conditions Floodplain

For purposes of this ordinance, the term “adjacent to the future-conditions floodplain” include all structures and buildings on a property that contains (partially or entirely) an Area of Special Flood Hazard and all structures and buildings on a property that shares a common property line with another parcel that contains (partially or entirely) an Area of Special Flood Hazard. Structures and buildings adjacent to the future-conditions floodplain shall meet the following requirements:

- (1) Residential Buildings – For new construction and substantial improvement of any principal residential building or manufactured home, the elevation of the lowest floor, including basement and access to the building, shall be at least three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with the standards in Section 8-4-20(5)(a).
- (2) Non-Residential Buildings – For new construction and substantial improvement of any principal non-residential building, the elevation of the lowest floor, including basement and access to the building, shall be at least one (1) foot above the level of the base flood

elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 8-4-20(5)(a). Non-residential buildings may be floodproofed in lieu of elevation.

Section 8-4-23 - Building Standards for Residential Single-Lot Developments on Streams Without Established Base Flood Elevations and Floodway (A-Zones)

For a residential single-lot development not part of a subdivision that has Areas of Special Flood Hazard, where streams exist but no base flood data have been provided (A-Zones), the Public Works Director shall review and reasonably utilize any available scientific or historic flood elevation data, base flood elevation and floodway data, or future-conditions flood elevation data available from a Federal, State, local or other source, in order to administer the provisions and standards of this ordinance.

If data are not available from any of these sources, the following provisions shall apply:

- (1) No encroachments, including structures or fill material, shall be located within an area equal to twice the width of the stream or fifty (50) feet from the top of the bank of the stream, whichever is greater.
- (2) In special flood hazard areas without base flood or future-conditions flood elevation data, new construction and substantial improvements shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided for flood prone enclosures in accordance with Section 8-4-20(5)(a).

Section 8-4-24 - Building Standards for Areas of Shallow Flooding (AO-Zones)

Areas of Special Flood Hazard may include designated "AO" shallow flooding areas. These areas have base flood depths of one (1) to three (3) feet above ground, with no clearly defined channel. In these areas the following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the flood depth number in feet specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided in accordance with standards of Section 8-4-20(5)(a);
- (2) New construction and substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus one (1) foot above the highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in

accordance with accepted standards of practice, and shall provide such certification to the Public Works Director using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan; and

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

Section 8-4-25 – Standards for Subdivisions of Land

- (1) All subdivision proposals shall identify the Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard therein and provide base flood elevation data and future-conditions flood elevation data;
- (2) All residential lots in a subdivision proposal shall have sufficient buildable area outside of the future-conditions floodplain such that encroachments into the future-conditions floodplain for residential structures will not be required; and
- (3) All subdivision plans will provide the elevations of proposed structures in accordance with Section 8-4-11(2).

ARTICLE 6. – VARIANCE PROCEDURES

Section 8-4-26 - Variance Procedures

The following variance and appeals procedures shall apply to an applicant who has been denied a permit for a development activity, or to an owner or developer who has not applied for a permit because it is clear that the proposed development activity would be inconsistent with the provisions of this ordinance.

- (1) Requests for variances from the requirements of this ordinance shall be submitted to the Planning and Zoning Board of the City of Morrow. All such requests shall be heard and decided in accordance with procedures to be published in writing by the Planning and Zoning Board. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
- (2) Any person aggrieved by the decision of the Planning and Zoning Board may appeal such decision by certiorari to Superior Court, as provided in Section 5-4-1 of the Official Code of Georgia Annotated.
- (3) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance issued shall be the minimum necessary to preserve the historic character and design of the structure.
- (4) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Section are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (6) In reviewing such requests, the Planning and Zoning Board shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.
- (7) Conditions for Variances:

- (a) A variance shall be issued only when there is:
 - (1) a finding of good and sufficient cause;
 - (2) a determination that failure to grant the variance would result in exceptional hardship; and
 - (3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.
- (b) The provisions of this ordinance are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (c) Any person to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance resulting from the lowest floor elevation being placed below the base flood elevation will be commensurate with the increased risk to life and property, and that such costs may be as high as \$25 for each \$100 of insurance coverage provided.
- (d) The City Clerk shall maintain the records of all variance actions, both granted and denied, and report them to the Georgia Department of Natural Resources and the Federal Emergency Management Agency upon request.
- (8) Any person requesting a variance shall, from the time of the request until the time the request is acted upon, submit such information and documentation as the Planning and Zoning Board shall deem necessary for the consideration of the request.
- (9) Upon consideration of the factors listed above and the purposes of this ordinance, the Planning and Zoning Board may attach such conditions to the granting of variances as they deem necessary or appropriate, consistent with the purposes of this ordinance.
- (10) Variances shall not be issued “after the fact.”

ARTICLE 7. – VIOLATIONS, ENFORCEMENT AND PENALTIES

Section 8-4-27 – Violations, Enforcement and Penalties

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

Section 8-4-28 – Notice of Violation

If the City of Morrow determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefore, the notice of violation shall be served on the owner of the responsible party in charge of the activity being conducted on the site. The notice of violation shall contain:

- (1) The name and address of the owner or the applicant or the responsible person;
- (2) The address or other description of the site upon which the violation is occurring;
- (3) A statement specifying the nature of the violation;
- (4) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;
- (5) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
- (6) A statement that the determination of violation may be appealed to the Mayor and Council by filing a written notice of appeal with the City Clerk within thirty (30) days after the notice of violation.

Any person aggrieved by the decision of the Mayor and Council may appeal such decision by certiorari to Superior Court, as provided in Section 5-4-1 of the Official Code of Georgia Annotated.

Section 8-4-29 - Penalties

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Morrow shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten (10) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Morrow may take any one or more of the following actions or impose any one or more of the following penalties.

- (1) Stop Work Order -The City of Morrow may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible party to take the necessary remedial measures to cure such violation or violations.

- (2) Withhold Certificate of Occupancy -The City of Morrow may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (3) Suspension, Revocation or Modification of Permit – The City of Morrow may suspend, revoke or modify the permit authorizing the development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the City of Morrow may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (4) Civil Penalties - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the City of Morrow shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the City of Morrow has taken one or more of the actions described above, the City of Morrow may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
- (5) Criminal Penalties - For intentional and flagrant violations of this ordinance, the City of Morrow may issue a citation to the applicant or other responsible person, requiring such person to appear in municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.