come to morrow
MORROW, GEORGIA

CITY OF MORROW

1

Work Session

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CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor JB Burke
Mayor Pro Tem Hang Tran
Councilwoman Jeanell Bridges
Councilman Larry Ferguson
Councilman Christopher Mills

January 12, 2016 **Work Session** **5:30 pm**

General Discussions

1. Police and Fire Chief Positions (Policy 9.02 & 9.03)

2. Morrow Council Retreat

3. E-911

4. Morrow Center - outside user retreat

5. Lunar New Year Event

6. Public Works Discussion
   Interstate Lights
   Marquee digital signs

7. Additional Work Sessions

8. Art Projects with Clayton State

9. Clayton County Municipal Association

10. Billboard Agreement

11. Appointing a fill-in for City Manager January 30 - February 6

12. LMIG (Local Maintenance and Improvement Grant)

13. Volunteer Day with Clayton State on 18th

14. Morrow Center
    - Fee Schedule
    - Incentive Plan
    - Booking Guidelines
    - HVAC

15. Olde Town Morrow

16. Public Comments during Council Meetings

17. Attorney Invoices-
    1. Lewis Brisbois Bisgaard & Smith invoice # 1581114 dated November 30, 2015 in the amount of $2,773.00 for period of October 1, 2015- October 30, 2015
    2. Lewis Brisbois Bisgaard & Smith invoice # 1590826 dated December 21, 2015 in the amount of $2,218.28 for period of October 21, 2015- November 24, 2015
    3. Lewis Brisbois Bisgaard & Smith invoice # 1590827 dated December 21, 2015 in the amount of $544.00 for period of November 3, 2015- November 10, 2015
    4. Fincher Denmark & Minnifield invoice # 2848 dated December 9, 2015 in the amount of $6,758.91.00 for period of October 13, 2015- November 30, 2015

Discussion of Business Items on the Agenda

8. <u>NEW BUSINESS:</u>

1. First Reading of Ordinance 2016-01

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

(Mayor & Council members please note that a copy of the Comprehensive Annual Fiscal Report prepared by Emory McHugh will be included with your Agenda Packet)

9. <u>OLD BUSINESS:</u>

1. **Approval of the Probation Contract**
   (Presented by Administration Support Director Essie West)

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Police & Fire Policy

City of Morrow

PERSONNEL RULES AND REGULATIONS

Subject: Advancement Possibilities
Policy No.: 9.02
Page One of One

Effective Date: Revision effective November 23, 2010

I. POLICY: The opportunity to advance to more responsible and higher positions will be available to every City service employee. In fact, potential for advancement is one of the important factors in selecting prospective employees. The City will attempt to promote from within; however, the City reserves the right to fill positions from the outside.

II. PROCEDURE:

A. The City will place the most qualified personnel in job openings pursuant to Policy No. 9.03.

B. It is the individual employee's responsibility to prepare for advancement opportunities. The management team will do its part to assist employees seeking advancement.

C. Job openings above entry level will be posted on appropriate bulletin boards and on the City website.

D. Applications for all promotions are to be obtained on the City website must be returned prior to the deadline for applications.

E. Promotional testing may be required for certain positions prior to advancement as deemed appropriate by the Department Manager and City Manager. All new tests should be reviewed by Human Resources for legal compliance.

City of Morrow

PERSONNEL RULES AND REGULATIONS

Subject: Job Transfers and Promotions
Policy No.: 9.03
Page One of Two

Effective Date: Revision effective November 23, 2010

I. POLICY: It is the City's policy to provide for promotion and/or transfer of qualified employees whenever possible. The City reserves the right to consider employees and non-employees for any and all positions and to fill openings with the most qualified non-employees. All promotions or transfers are subject to interviews and approval by the City Manager.

II. PROCEDURE:

A. The Department Head will select the best qualified person to fill the position based on qualifications and merit. The following factors, as documented by the appropriate records may be considered:

1. Demonstrated ability - as shown by the persons past and present jobs;

2. Demonstrated cooperation - the person's cooperative abilities and attitude;

3. Demonstrated initiative considered as shown to be present by specific examples;

4. Demonstrated reliability as documented by attendance and other records;

5. Training - previous training or other specific qualifications for the requested position;

6. Promotional training or certification - training or test results bearing on jobs;

B. Any employee who refuses an offer for promotion or transfer will submit the refusal in writing.

C. After a promotion or transfer has occurred, the probationary status and eligibility of an employee to return to their previous jobs will be as provided for in Policy No. 2.02 of these policies.

City of Morrow

MORROW FIRE DEPARTMENT - POLICY

Policy No.: 1039

Subject: Job Description for Fire Chief

JOB TITLE: Fire Chief

DEFINITION:

Position is located in the Fire Department which provides protective services to prevent and/or limit the loss of life and property due to fire or hazardous materials, and to rescue victims in other emergency situations. Position involves acting as the executive officer of the department and reporting directly to the City Manager.

FUNCTIONS OF THE JOB/WORK PERFORMED:

Formulates Department policies and sees that rules and regulations and all general special orders are understood and enforced.

Directs, supervises and plans for entire Department and its personnel.

Regulates his office, so when he is absent, the Department can be run under the command of the Assistant Fire Chief or Acting Fire Chief.

Controls expenditure of departmental appropriations and prepares budget estimates.

Supervises and participates in training of members of the fire fighting force in fire fighting methods, procedures and duties, particularly at the administrative and supervisory levels.

Receives and disposes of complaints.

Attends meetings and public gatherings to explain the activities and functions of the Fire Department, and to establish favorable public relations.

Appears before the City Council to explain departmental plans, requests, and activities as directed.

Develops departmental personnel rules.

Disciplines members of the department.

Prepares written evaluations of performance of subordinates.

Other duties assigned as necessary.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND QUALIFICATIONS:

Knowledge of:

Principles and accepted practices and procedures of Fire Department administration, management, organization and operation as applied to the various departmental programs and activities.

Modern methods of fire suppression and prevention.

Rescue and emergency medical services first responder procedures and techniques.

All Fire Department tools, equipment and apparatus and skill in their operation and maintenance.

Geography of the emergency response area with specific emphasis on locations of principal buildings, complexes and population centers, street numbering systems, hydrant locations and access roads to determine quickest and safest routes and most effective placement of equipment and apparatus.

Fire and hazardous materials pre-plans relating to specific buildings and special hazards.

Basic mathematics, mechanics and hydraulics.

Hazards encountered in firefighting, hazardous materials containment, rescue operations, and skills in identifying and coping with these hazards.

Capabilities and limitations of personnel assigned.

Applicable federal, state and city codes and ordinances.

Policies, procedures and guidelines of the City of Morrow and the Morrow Fire Department.

Skill in:

Commanding the respect of subordinate officers and directing work under emergency conditions.

Directing, supervising and motivating personnel and in communicating with others in highly stressful situations.

Working effectively in physically demanding and psychologically stressful situations.

Effective written and verbal communications.

Contacts with co-workers involve a high degree of teamwork requiring close interaction for extended periods of time. Contacts also include the general public in both emergency and non-emergency situations.

Establishing and maintaining effective working relations with other city officials and the public.

Preparing and supervising clear, accurate and comprehensive reports.

Instructing others in the use of all Fire Department tools, equipment, apparatus, the development of supervisory skills and related topics.

Understanding the policy, procedures and guidelines of the City of Morrow and the Morrow Fire Department.

Abilities in:

Work involving frequent lifting of heavy objects, bending, crouching, standing, climbing/ working from tall ladders, and operating equipment requiring a high degree of dexterity.

Work involving Emergency Medical Services Care

Qualifications:

Bachelor degree required

Georgia Drivers License

Basic Firefighter Certification with the State of Georgia Firefighter Minimum Standards and Training Certifications

American Heart Association Basic Life Support Course C

Working knowledge in Emergency Medical Services

Five (5) years in a supervisory position

Master degree preferred

CFO or EFO preferred

Any equivalent combination of education, training, certification, and/or experience which provides the requisite knowledge, skills, and abilities for this job may be considered.

7-09

City of Morrow

Geared for Quality Growth

JOB TITLE: **Police Chief**
DEPARTMENT: Police Department
DEFINITION: Exempt

Position is located in the Police Department which protects life and property. Preserves the peace, prevents crime, detects and arrests violators of the law, and enforces all federal, state and local laws and ordinances coming under the Department's jurisdiction. Position involves acting as the executive officer of the Department.

FUNCTIONS OF THE JOB/WORK PERFORMED:

Formulates Department policies and sees that rules and regulations and all general and special orders are understood and enforced.

Directs, supervises and plans for entire Department and its personnel.

Regulates his office, so when he is absent, the Department can be run under the command of the appointed ranking officer.

Controls expenditure of departmental appropriations and prepares budget estimates.

Supervises and participates in training of members of the police force in police methods, procedures and duties, particularly at the administrative and supervisory levels.

Receives and disposes of complaints.

Attends meetings and public gatherings to explain the activities and functions of the police department, and to establish favorable public relations.

Appears before the City Council to explain departmental plans, requests, and activities as directed.

Develops departmental personnel rules. Disciplines members of the Department.

Prepares written evaluations of performance of subordinates.

Performs other related duties as assigned, necessary or required.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND QUALIFICATIONS:

Knowledge of:

Modern methods of municipal police administration.

Principle and accepted practices and procedures of police science, administration, organization and operation as applied to the various departmental programs and activities.

Use of police records and their application to the solution of police problems.

Geography of the emergency response area with specific emphasis on locations of principal buildings, complexes and population centers, street numbering systems, and access roads to determine quickest and safest routes to a location.

Capabilities and limitations of personnel assigned.

Capable of qualifying with issued firearms.

Applicable federal, state and city codes and ordnances

Skills in/Ability to:

Commanding the respect of subordinate officers and directing work under emergency conditions.

Directing, supervising and motivating personnel and in communicating with others in highly stressful situations.

Working effectively in physically demanding and psychologically stressful situations.

Effective written and verbal communication.

Contacts with co-workers involving a high degree of teamwork requiring close interaction for extended periods of time. Contacts also include the general public in both emergency and non-emergency situations.

Establishing and maintaining effective working relations with other city officials and the public.

Preparing and supervising clear, accurate and comprehensive reports.

Instructing others in the use of all Police Department tools, equipments, apparatus, the development of supervisory skills and related topics.

Being well versed in the policy, procedures and guidelines of the City of Morrow and the Morrow Police Department.

Physical, mental, and emotional conditions same as required for a sworn police officer of Georgia.

Minimum Qualifications:

Bachelors Degree with major course work in police science, police administration law enforcement, management, or related disciplines. Masters degree preferred.

Graduate of nationally recognized law enforcement training program (FBINA, SPI, Command College. etc)

Twelve (12) years in police service and Eight (8) years of progressive supervisory experience

Completion of police training and education as required by Georgia Law and a Georgia Drivers License.

Any equivalent combination of education, training, certification, and/or experience which provides the requisite knowledge, skills, and abilities for this job may be considered.

Successful completion of all backgrounds.

Motor Vehicle Report which meets City guidelines.

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E-911

E911 Operations Costs

Software/Hardware	Initial Cost	1st Year	2nd Year	3 Year	4 Year	5 Year
Computer Aided Dispatch Software/site license	153,322	included	4,879	5,025	5,025	5,025
911 PSAP Call Handling Equipment Software/2 co	130,000	32,472	32,472	32,472	32,472	32,472
911 Eventide Recorder/one time purchase	30,000	included				
911 Computers Hardware/replacement			6,000			
EMD Certfication/every three years				5,000		
E911 Software/Hardware	**313,322**	**32,472**	**43,351**	**42,497**	**37,497**	**37,497**

Radio Equipment	Initial Cost	1st Year	2nd Year	3 Year	4 Year	5 Year
P25 Radio Console System	342,695					
System Integration	217,069					
Training Costs	28,420					
	588,184					
Discount if sign prior to March 15, 2016	73,184					
E911 Equipment Totals	**515,000**					

Equipment Maintenance	Initial Cost	1st Year	2nd Year	3 Year	4 Year	5 Year
Consoles (2)		included	8,548	8,976	9,424	9,896
Portable Radios (63)		included	2,320	2,390	2,462	2,536
Mobile Radios		included	294	303	312	322
Control Stations		included	442	455	469	483
E911 Maintenance Totals			**11,604**	**12,124**	**12,667**	**13,237**

TOTAL Salaries and Benefits	**307,000**	**307,000**	**307,000**	**307,000**	**307,000**	**307,000**

5 YEAR TOTALS	**$1,135,322**	**$339,472**	**$361,955**	**$361,621**	**$357,164**	**$357,734**

Will the County agree to allow Morrow to use the County Cell Tower system?

It is not cell towers but radio towers that we will use. Closest one is on Victory Drive in Lake City.

Can we use the towers free of charge?

To connect there is a Motorola charge that someone has to pay, we will pay for ours and those costs are built into the quote for radio console system. Included on the most current spreadsheet (dated 12.29.2015).

This sounds like a legal matter to me. Would you consult Steve and get his opinion?

See detailed explanation below

Would you (and your staff) submit a comprehensive spreadsheet to Mayor & Council for E911 operations cost for next 5 years?

Included above

Would you (and your staff) provide a itemized list of required equipment to be purchased and the cost of installation, warranties and training?

Included above

Our outlined approach to E911 is through Radio Frequency (RF). This is different from microwave, T1, or Fiber Optics. It has the one time connection charge (built into the quote from Motorola, now included on the spreadsheet) but it has no reoccurring charge.

As I mentioned in an earlier email, the reoccurring charge could change if the BOC voted so, though it does seem contrary to the SDS. When I spoke with Steve on the matter all he could say definitively was that the language of the SDS isn't clear on the point of connectivity charges. I can report that the county staff's opinion is that there is no charge.

Moving forward with RF, it is important to note that certain functions will not be available to us. 1. Radio ID, when a radio is in use, there is no way to identify the user. 2. Priority dispatch - the dispatcher can't override radio traffic.

Please understand **we do not have these functions now and never have**. **We are not losing any functions** but if we go with RF versus microwave, T1, or fiber optics we do not have the opportunity to add them right away. This is a more cost effective approach. I met with Chief Harry, Anou, and Tatroe this morning and they are all confident in saying that even without the premier functions of priority dispatch and radio ID, the new digital radios we will be using are over and above anything we have had before on the VHF system. RF with digital is still considered state of the art, it just is not able to maximize the functions of one of the other approaches (T1, Microwave, Fiber Optic). The good news is that those can be added later should we choose. The 5 year numbers on the spread sheet are for the Radio Frequency approach.

I want to give you the few details I have about microwave, T1, and fiber optics.

1. Microwave - this approach would require erecting a tower, that is a one- time large expense but this would have no reoccurring fee/charge.
2. T1 - The T1 lines already exist but we would have to connect. This is both an initial cost and a monthly fee option.
3. Fiber Optics - this is an initial fee and a reoccurring maintenance fee with the county.

My team does not have specific numbers for these three approaches, or options, but I can report with certainty that either of these options will be more expensive than the RF approach. As we get numbers on these, we will share with Mayor and Council.

Number of Days	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	M	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**
Day Watch	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Operator 1	X			#	#	#	X	X			#	#	#	X	X			#	#
Operator 2		X	X	#	#	#			X	X	#	#	#			X	X	#	#
Total On Duty	1	1	1	2	2	2	1	1	1	1	2	2	2	1	1	1	1	2	2
Evening Watch	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**
Operator 3	X			#	#	#	X	X			#	#	#	X	X			#	#
Operator 4		X	X	#	#	#			X	X	#	#	#			X	X	#	#
Total On Duty	1	1	1	2	2	2	1	1	1	1	2	2	2	1	1	1	1	2	2
Morning Watch																			
	M	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**
Operator 5	X			#	#	#	X	X			#	#	#	X	X			#	#
Operator 6		X	X	#	#	#			X	X	#	#	#			X	X	#	#
Total on Duty	**1**	**1**	1	2	2	2	1	1	1	1	2	2	2	1	1	1	1	2	2

Day 0600-1400
Eve. 1400-2200
Morning 2200-0600

Daily Staff Hours:	24	24	24	48	48	48	24	24	24	24	48	48	48	24	24	24	24	48	48

MISSING:

The total of staff per shift do not appear to add up numerically.

For instance Column E states 2 people on shift at row 8. However there are no X marks to show staff on duty at that time. Am I missing something?

This looks like 8 hour shifts. That's fine. However it appears Operator 1 only works 40 hours in a span of 20 Days (counting X as a day worked).

I added # marks to show what may be intended (?) as a two person shift.

This would give each operator a 40 hour week.

This staffing format would give 2 operators on Th, F and Saturday. Perhaps the busiest & riskest times for Fire, Police & Medical calls?

Typical Hours worked Per Week:	##
Per Year:	12,480

Reported Labor & Benefit Cost:	307,000
Houly Cost per person w/benefits	$25

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Lunar New Year Event

DESTINATION MARKETING SERVICES AGREEMENT BETWEEN CITY OF MORROW, GEORGIA AND CLAYTON COUNTY CONVENTION AND VISITORS BUREAU

This Agreement (the "Agreement") is made and entered into as of _____, 2016 by and between the CITY OF MORROW, a Georgia municipal corporation ("City") and CLAYTON COUNTY CONVENTION AND VISITORS BUREAU, INC., a non-profit corporation created under the laws of the State of Georgia (the "CCCVB"). City and CCCVB are sometimes referred to in this Agreement individually as a "Party" or jointly as "Parties".

WHEREAS, the Georgia General Assembly adopted legislation enabling municipalities and counties to increase such tax to eight percent (8%) with the approval of the General Assembly;

WHEREAS, the Georgia General Assembly adopted local legislation authorizing the Transient Lodging Tax to be increased within the City of Morrow from six percent (6%) to eight percent (8%) through passage of Ga. L. 2010, 4143;

WHEREAS, on December 29, 2009, the City Council enacted Ord. No. 2009-15, increasing the Transient Lodging Tax imposed by the City from six percent (6%) to eight percent (8%) in accordance with Ga. L. 2010, 4143;

WHEREAS, O.C.G.A. § 48-13-51(b)(5)(A) provides that a certain percentage of the proceeds of the excise tax on hotels are to be allocated toward promoting tourism, conventions, and trade shows by the destination marketing organization designated by the City of Morrow;

WHEREAS, City will be hosting its first annual Lunar New Year Celebration on February 8, 2016, and desires destination marketing services by CCCVB on a temporary basis until the City enters a more permanent arrangement with a destination marketing organization;

WHEREAS, CCCVB is an entity qualified to render destination marketing services with which the City can engage; and

WHEREAS, CCCVB desires to render temporary destination marketing services for City's first annual Lunar New Year Celebration.

Now THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby agreed to by the Parties, the Parties hereto agree as follows:

1. **Responsibilities and Obligations.**

   a. **<u>City</u>**

      i. City shall transfer to CCCVB the amount of Ten Thousand Dollars ($10,000) ("Funds") representing a portion of the proceeds of the excise tax on hotels

and motels as required under O.C.G.A. § 48-13-51(b)(5)(A);

ii. City shall submit to CCCVB approved invoices for payment; and

iii. City shall pay CCCVB an amount of $_1000_ for its services in making payments and marketing the Lunar New Year Celebration event on behalf of the City.

b. CCCVB

i. CCCVB shall use a portion of the Funds to pay the invoices submitted from the City;

ii. CCCVB shall do its best to market and promote the Lunar New Year Celebration event on behalf of the City;

iii. CCCVB shall remit any Funds remaining to City; and

iv. CCCVB's services shall be limited to making payments on the invoices, and promote and market the Lunar New Year Celebration event on behalf of the City.

2. Term and Termination

The term of this Agreement shall commence on the date hereinabove, and shall terminate absolutely and without further obligation on the part of either Party on May 1, 2016, or at the conclusion of the Lunar New Year event, whichever is later.

3. Indemnification and Limitation of Liability

Any contractual obligation entered into or assumed by CCCVB shall be the sole responsibility of CCCVB, and CCCVB covenants and agrees, to the extent permitted by law, to indemnify and hold the City harmless from any and all claims or causes of action arising out of such contractual obligations. Further, except to the extent that liabilities arise from City or its employees, agents, or contractors' negligence or misconduct, CCCVB agrees, to the extent permitted by law, to indemnify, defend and protect City and its officers, directors, agents and employees from and against and hold City and its officers, directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to this Agreement.

4. Designated Representatives and Notices

Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purposes) for the administration of this Agreement:

CCCVB: Frenda Turner
127 North Main Street
Jonesboro, GA 30236

City: City Manager
City of Morrow
1500 Morrow Road
Morrow, GA 30260

Notices. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth above shall be the addresses used for notice purposes unless written notice of a change of address is given.

5. Miscellaneous

a. Assignment. This Agreement may not be assigned by or transferred by CCCVB, in whole or in part, without the prior written consent of the City.

b. Headings. The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

c. No Joint Venture. CCCVB shall perform its duties herein as an independent contractor. Notwithstanding anything contained herein to the contrary, nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties, except as principal and independent contractor agent.

d. Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

e. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

f. Governing Law, Forum and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Georgia with the courts of that State having jurisdiction to resolve all disputes which may arise under or which relate to this Agreement. Any and all claims or actions arising out of or relating to this Agreement

shall be filed in and heard by any court of competent jurisdiction to hear such suits located in Atlanta, Georgia, and each Party hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including, without limitation, objections on the basis of improper venue or forum non conveniens.

g. Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

h. Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

i. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.

j. Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.

k. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.

l. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.

m. Modification. This Agreement shall not be modified, amended, or changed except in a writing signed by each of the Parties affected by such modification, amendment or change.

n. Further Assurances. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

CITY OF MORROW

By: _____

_____
[Printed Name and Title]

ATTESTED TO:

By:_____
Clerk
[Seal]

DESTINATION MARKETING ORGANIZATION

By: _____

_____
[Printed Name and Title]

ATTESTED TO:

By: _____
[Seal]

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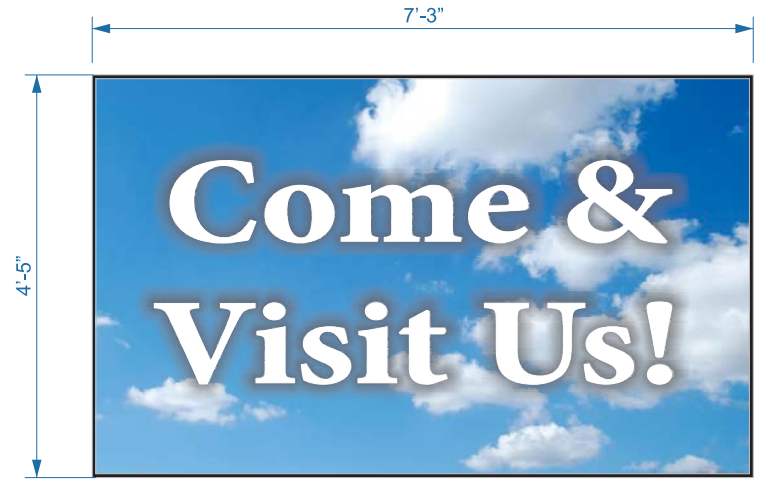
Public Works Discussions



Detail a (2) Single Faced 19mm LED Full Color Messsage Center

Scale: 3/4" = 1'

EXISTING

PROPOSED

CLAYTON Signs 50 YEARS SINCE 1965

5198 North Lake Drive
Lake City, GA 30260
404-361-3800
fax 404-361-7038
www.claytonsigns.com

DATE - **05-06-15**

SIGN TYPE
ELECTRONIC MESSAGE CENTER

PROJECT NAME
City of Morrow
EMC

CLIENT INFORMATION
Anou Sothsavath
anou@cityofmorrow.com

REVISIONS:
DATE _____
DATE _____

DESIGNER BRANDON GUEST
ACCOUNT REP. BRANDON GUEST
Scale: AS NOTED
DRAWING FILE NAME

ALL ELECTRICAL SIGNS ARE
120 VOLTS
UNLESS OTHERWISE INDICATED

THIS DRAWING IS AN ORIGINAL, UNPUBLISHED DESIGN CREATED BY CLAYTON SIGNS, INC. IT IS NOT TO BE REPRODUCED, CHANGED, OR EXHIBITED TO ANYONE OUTSIDE OF YOUR COMPANY IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION FROM THE OWNER OF CLAYTON SIGNS, INC. ANY SUCH ACTIONS MAY BE SUBJECT TO LEGAL ACTION IN A COURT OF LAW.

© 2005 ALL RIGHTS RESERVED

Drawing
1

5198 North Lake Drive
Lake City, Georgia 30260

(404) 361-3800 Local
(866) 579-1330 Toll Free
(404) 361-7038 Fax

PROPOSAL

Proposal #: 16107

Proposal Date: 12/08/15
Customer #: 7521
Page: 1 of 4

CLAYTON SIGNS, INC. (Proposal w/Deposit Invoice)

SOLD TO:	JOB LOCATION:
MORROW-CITY 1500 MORROW ROAD MORROW GA 30260	Morrow-city 1500 Morrow road Morrow GA 30260 REQUESTED BY: Anou Sothsavath

CLAYTON SIGNS, INC. (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

1	QUOTE #25169 4'-5" X 7'-3" full color 19MM twin pack electronic message center with RWF high speed long distance modem.	$28,237.18	$28,237.18
1	QUOTE #25170 Install EMC on existing bell tower.	$1,400.00	$1,400.00
		SUB TOTAL:	**$29,637.18**
		ESTIMATED SALES TAXES:	**$0.00**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: $29,637.18

TERMS: 50.0% DOWN AT CONTRACT SIGNING, BALANCE UPON COMPLETION
(INTEREST OF 0.1% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. PERMITTING – THE SELLER AGREES TO APPLY FOR THE NECESSARY CITY OR COUNTY PERMITS FOR THE INSTALLATION OF THE ABOVE DESCRIBED SIGN/SIGNS, BUT THE PURCHASER ASSUMES THE RESPONSIBILITY OF SECURING SAID PERMITS FOR SAME AND IF SECURING ANY NECESSARY PRIVATE PERMITS. IT IS FURTHER UNDERSTOOD THAT THE SELLER IS NOT RESPONSIBLE FOR THE DELAYS DUE TO SECURING CITY PERMITS.

2. IN CASE OF DISCREPANCY BETWEEN THE CONTRACT AND THE SKETCH DESCRIBED HEREIN THE SPECIFICATIONS OF THIS CONTRACT SHALL PREVAIL. IT IS EXPRESSLY AGREED THAT THE SELLER IS NOT BOUND BY ANY STIPULATIONS, REPRESENTATIONS OR AGREEMENTS NOT EMBODIED IN THIS CONTRACT.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

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Lake City, Georgia 30260

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PROPOSAL

Proposal #: 16107

Proposal Date: 12/08/15
Customer #: 7521
Page: 2 of 4

3. IT IS AGREED THAT THE SELLER SHALL NOT BE HELD LIABLE FOR LOSS OR DAMAGE ON ACCOUNT OF DELAYS DUE TO STRIKES, FIRES, GOVERNMENTAL OR MUNICIPAL LAWS, RULES OR REGULATIONS OR ACTS OF PROVIDENENCE, NOR FOR LIABILITY TO SECURE SPECIFIED MATERIAL, OR TO MAINTAIN SAID DISPLAYS OR ANY PART THEREOF BY REASON OF ANY LEGISLATION HERETOFORE OR HEREAFTER ENACTED BY THE FEDERAL GOVERNMENT OR ANY STATE OR MUNICIPAL GOVERNMENT, OR ANY RULES OR REGULATIONS MADE BY ANY DEPARTMENT OF THE FEDERAL, STATE OR MUNICIPAL GOVERNMENT, OR OTHER CAUSE. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS OF ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED.

4. IT IS EXPRESSLY AGREED THAT THE SELLER IS NOT BOUND BY STIPULATION, REPRESENTATIONS OR AGREEMENTS NOT EMBODIED IN THIS CONTRACT. IT IS EXPRESSLY AGREED THAT THE SELLER IS NOT RESPONSIBLE FOR DELAYS DUE TO WEATHER, AVAILABILITY OF MATERIALS OR SHIPPING.

5. PAYMENT – UPON COMPLETION OF THE ABOVE WORK HEREBY PROMISED TO PAY TO CLAYTON SIGNS, INC. THE AGGREGATE SUM INDICATED IN THIS CONTRACT AS THE TOTAL PLUS ANY PERMIT FEES. PERMIT FEES WILL BE CHARGED AT A RATE OF COST OF THE PERMIT PLUS A FEE OF $60.00 PER HOUR STAFF TIME TO SECURE THE PERMIT.

6. COLLECTIONS - AND SHOULD IT BECOME NECESSARY TO PLACE THIS CONTRACT WITH AN ATTORNEY FOR COLLECTION, SUIT OR OTHER LEGAL ACTION. I/WE HEREBY AGREE TO PAY ALL COSTS OF COLLECTIONS, SUITS OR OTHER LEGAL ACTION INCLUDING ATTORNEY'S FEES OF 15%. INTEREST SHALL BE CHARGED AT 1 ½% PER MONTH ON UNPAID BALANCE. IT IS EXPRESSLY AGREED THAT THE SAID/SIGNS SHALL REMAIN UNDER THE OWNERSHIP AND CONTROL OF THE SELLER UNTIL FULL AMOUNT OF CONTRACT IS PAID TO SELLER, AND IT IS FURTHER AGREED THAT IF PURCHASER FAILS TO RESOLVE DEBT AS PRESCRIBED, ANY LOSS THAT SELLER MAY INCUR WILL BECOME A LIABILITY PAYABLE BY PURCHASER.

7. WARRANTY – SELLER WARRANTS ALL PRODUCTS AGAINST DEFECTIVE WORKMANSHIP AND MATERIALS FOR ONE (1) YEAR FROM THE DATE OF SHIPMENT OR INSTALLATION, IF INSTALLATION IS EFFECTED BY SELLER. SOME COMPONENTS MAY BE COVERED PAST ONE YEAR BY A MANUFACTURER'S WARRANTY. REPLACEMENT AND/OR SERVICING OF ALL SIGN COMPONENTS WILL BE COVERED FOR ONE (1) YEAR, AFTER ONE (1) YEAR, NORMAL REPAIR OR REPLACEMENT SERVICE CALLS ARE CHARGED AT ITS CURRENT HOURLY RATE.

8. SALES TAX – ALL APPLICABLE TAXES PAYABLE UNDER THE LAWS OF THE STATE INTO WHICH THE PROPERTY IS TO BE DELIVERED OR INSTALLED AND MENTIONED HEREIN SHALL BE ADDED TO THE PRICE QUOTE, UNLESS SUCH TAX IS PAID DIRECTLY BY PURCHASER OR SHOWN TO BE INCLUDED IN SAID QUOTE. PURCHASER SHALL BE RESPONSIBLE FOR ALL SALES TAXES DUE, INCLUDING ANY CHANGES IN TAX RATE AT THE TIME OF INVOICING.

9. ELECTRICAL – ALL LIGHTED SIGNS ARE CONFIGURED TO USE 120 VOLT SERVICE. ALL NECESSARY ELECTRICAL WIRING WILL BE THE RESPONSIBILTY OF THE PURCHASER, PER THE SPECS SHOWN IN THE DRAWINGS, UNLESS NOTED IN ABOVE CONTRACT. ANY DISCONNECTION OF EXISTING ELECTRICAL WIRING MUST BE PERFORMED PRIOR TO THE PROJECTED INSTALLATION DATE BY SELLER. SELLER WILL PROVIDE PRIMARY ELECTRICAL LEAD (USUALLY REFERRED TO AS A WHIP) FOR PURCHASER'S ELECTRICIAN TO CONNECT TO THAT IS NOT TO EXCEED 6 FEET IN LENGTH.

   PURCHASER RECOMMENDS THAT ALL ELECTRICAL SIGNAGE BE WIRED ON A DEDICATED CIRCUIT AND NOT WIRED INTO CIRCUIT WITH OTHER ELECTRICAL PRODUCTS. SELLER IS NOT RESPONSIBLE FOR DAMAGE MADE TO THE SIGN OR COMPONENTS OF THE SIGN, BECAUSE OF IMPROPER VOLTAGE CONNECTED TO THE SIGN.

10. CLAYTON SIGNS, INC. IS RELEASED FROM LIABILITY FOR ANY DAMAGE TO EXISTING LANDSCAPE PLANTINGS DURING PERFORMANCE OF INSTALLATION OR SERVICE WORK UNLESS DETAILED IN THIS PROPOSAL. ADDITIONAL CHARGES MAY BE INCURRED IF REMOVAL OR REPLACEMENT OF SAID PLANTINGS IS REQUIRED BY THE SELLER'S CREW MEMBERS WHEN NOT PROVIDED FOR IN THE ABOVE PROPOSAL.

    ROUGH GRADE OF +/- 2" AND COMPACTION OF 2,000 PSI MINIMUM ARE TO BE PROVIDED BY OTHERS WHERE APPLICABLE BEFORE INSTALLATION OF SIGNS. DIRT REMOVED FOR FOOTINGS WILL BE SPREAD AROUND SIGN WHERE APPLIABLE. REMOVAL OF DIRT FROM SITE IS NOT INCLUDED IN THE COST OF THIS PROPOSAL.

    FREE AND CLEAR ACCESS TO INSTALLATION SITE WITH LIFTS AND INSTALLATION EQUIPMENT MUST BE AVAILABLE. SELLER ASSUMES AN 80' CRANE IS ADEQUATE TO REACH APPLICABE SITE WITH ADEQUATE LIFTING ABILITY.
    QUOTED INSTALLATION CHARGES SUBJECT TO CHANGE DUE TO UNFORESEEABLE ROCK, LEDGE, WATER OR FOUNDATION CONDITIONS, AS WELL AS ERRORS IN BRICK OR MASONRY WORK FABRICATED OR SUBCONTRACTED BY CUSTOMER WITHOUT SUPERVISION BY SELLER, ENCOUNTERED UPON INSTALLATION. AN ADDITIONAL COST BASED ON OUR LABOR, PLUS 100% OF SUBCONTRACT LABOR AND MATERIALS WILL BE ADDED TO THE ABOVE SHOWN PRICING.

    SELLER ASSUMES THAT ALL SIGNAGE WILL BE PROTECTED FROM OTHER CONTRACTOR TRADES AFTER INSTALLATION. SELLER IS NOT RESPONSIBLE FOR COST OF REPAIRS DUE TO DAMAGE BY OTHERS.

11. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.

    IT IS AGREED THAT THIS CONTRACT SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF GEORGIA.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

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Lake City, Georgia 30260

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(866) 579-1330 Toll Free
(404) 361-7038 Fax

PROPOSAL

Proposal #: 16107

Proposal Date: 12/08/15
Customer #: 7521
Page: 3 of 4

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.
THIS CONTRACT IS VALID FOR 30 FROM THE DATE SUBMITTED.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____ DATE: _____

ACCEPTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

5198 North Lake Drive
Lake City, Georgia 30260

(404) 361-3800 Local
(866) 579-1330 Toll Free
(404) 361-7038 Fax

DEPOSIT INVOICE

Invoice #: DP16107

Inv Date: 12/08/15
Customer #: 7521
Page: 4 of 4

SOLD TO:	JOB LOCATION:
MORROW-CITY 1500 MORROW ROAD MORROW GA 30260	Morrow-city 1500 Morrow road Morrow GA 30260 REQUESTED BY: Anou Sothsavath

ORDERED BY	PO NUMBER	SALESPERSON	PAYMENT TERMS
Anou Sothsavath		Brandon Guest	DEPOSIT DUE UPON CONTRACT ACCEPTANCE

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #25169 4'-5" X 7'-3" full color 19MM twin pack electronic message center with RWF high speed long distance modem.	$28,237.18	$28,237.18
1	QUOTE #25170 Install EMC on existing bell tower.	$1,400.00	$1,400.00

		S U B T O T A L	$29,637.18
	ESTIMATED SALES TAXES		$0.00
	TOTAL PROPOSAL AMOUNT ***** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION *****		$29,637.18

PLEASE PAY THIS DEPOSIT AMOUNT:	**$14,818.59**

Georgia Power Company

2294 Skelton Road
Gainesville, Georgia 30504
(770) 535-6405 fax (770) 535-6427

INVOICE

Customer

Customer	City of Morrow, Georgia
Address	1500 Morrow Rd.
City	Morrow State GA 30260
PHONE	(770) 961-4002

Date	12/8/2015
Order No.	MLMUG 65842
Rep	Gene Edwards
FOB	Upon Receipt

Qty	Description	Unit Price	TOTAL
	I-75 and Hwy. 54 Interchange		
1	**South Bound Side of Interchange:** Replace approximately 2875ft. of conductor in existing conduit. Replace 60amp Lighting Contactor at the service point at the top of the ramp. Weld High Mast Doors and Pour 7 concrete protectors on top of Electrical Junction Boxes.	$32,350.00	$32,350.00
1	**North Bound Side of Interchange:** Replace approximately 4360ft. of conductor in Replace approximately 4360ft. of conductor in existing conduit. Replace 60amp Lighting Contactor at the service point at the top of the ramp. Weld High Mast Doors and Pour 9 concrete protectors on top of Electrical Junction Boxes.	$41,600.00	$41,600.00

SubTotal	$73,950.00
Shipping & Handling	$0.00
PD	
Tax	
TOTAL	$73,950.00

Payment Details

- ○ Cash
- ◉ Check

Office Use Only

Make checks payable to: ***Georgia Power Company***

Questions - Please contact Gene Edwards @ (770) 535-6405

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MORROW, GEORGIA

CITY OF MORROW

6

Art Project with Clayton State

City of Morrow and Clayton State University Mural Program: The Process

Completed application, with required exhibits/drawings, must be received by the Clayton State University Activities Office no later than 4:00 pm on the final day of Summer Quarter Classes. Clayton State University will review all drawings and submit completed packets to Morrow City Hall, to be reviewed during following City Council meeting.

The City of Morrow will make selection and artist(s) advised as to the status of their application no later than June 17, 2016.

Artist signs the Mural Agreement (sample attached) by July 1, 2016.

Mural site is prepared by the City of Morrow within 14 days of agreement, City of Morrow provides Artist materials and Artist may begin work. Murals must be complete no later than June 31, 2016, unless otherwise specified in the Agreement.

Materials supplies to the Artist at no cost:

1) Paints – Black, white, primary & green. Paints will be supplied in one-quart containers. Additional paint will be provided as needed by Artist. Clayton State University and/or the City of Morrow maybe able to provide additional colors at Artist's expense.
2) Brushes (# & size as specified by the Artist)
3) Drop cloths (must be returned to the City of Morrow Public Works Department at completion of project)
4) Chalk Artist may supplement materials, subject to approval by the Clayton State University and City of Morrow, at the cost of the artist.

Location(s):
Designated by City Manager and Public Works Department

City of Morrow and Clayton State University Mural Program: Application

Name:_____
Date of Application:_____
Student ID:_____
Clayton State University Affiliation:_____
Exp. Year Grad._____

Artist(s) Statement: How does this work support, enhance or otherwise enrich the City of Morrow and Clayton State University Community?

_____
_____
_____
_____
_____
_____
_____

Please attach one or more pages of mural drawing examples and list of needed supplies.

City of Morrow and Clayton State University Mural Program: Agreement

1) This agreement is made between _____"Artist" and the City of Morrow.
2) Artist agrees to abide by the City of Morrow and Clayton State University Mural Program policy and the general principles as set forth therein.
3) Artist agrees that the mural will not substantively differ from the rendering submitted with the approved application for this program.
4) City of Morrow will provide Artist the prepared mural tunnel location no less than 14 days from _____. The site will be prepared at no cost to the artist. Preparation will include painting over or removal of pre-existing murals, surface repair if necessary and priming of surface.
5) Artist agrees to complete the mural no later than July 31, 2016.
6) If Artist will be unable to complete the work by the July 31, 2016 Artist agrees to request an extension in writing to the City of Morrow and Clayton State University Activities Office no later than July 15, 2016.
7) The City of Morrow may, at its sole discretion, remove and/or over-paint murals that are abandoned or otherwise unfinished by August 1, 2016 or such date agreed upon (see #6 above).
8) Artist agrees to be principle artist for the mural and be present whenever the mural being actively painted.
9) City of Morrow will provide Artist with all materials (list attached) to ensure materials meet with City of Morrow regulations. Artist may supplement City of Morrow provided materials at their own cost, however City of Morrow must approve in writing any additional materials to ensure such materials meet City of Morrow regulations. All containers, tools, and unused or remaining paint, supplied by Clayton State University or the City of Morrow must be returned to City of Morrow public works department at completion of mural.
10) Artist agrees to maintain a safe and clean work area throughout the painting process and is responsible for cleaning and storage of paints, containers, and tools in a safe & appropriate manner.
11) Artist agrees that the City of Morrow and/or Clayton State University has the right to use the images of any City of Morrow mural for official promotion and publication, including websites with no monetary obligation.

12) The parties agree that artist is not an employee of the City of Morrow. Accordingly, neither Artist nor Artist's employees or agents are covered by or entitled to benefits under the City's workers' compensation or unemployment insurance.

13) Artist agrees that the City of Morrow shall not be responsible for any injuries or loss sustained while completing the project described herein. Artist agrees to indemnify and hold harmless the City of Morrow from any claims or causes of action.

City of Morrow and Clayton State University Mural Program Policy

12/2015

Policy

Murals may be painted within the boundaries of City of Morrow in locations identified by the City of Morrow. All murals must be in accordance with the principles and authorizations described in more detail below. As public art, murals may be held to a different standard than other art, including standards that apply to the public representation of the City of Morrow, Clayton State University to students, their families, and other visitors.

General Principles

1. City of Morrow and Clayton State University supports murals as an essential expression of our community and as an enhancement to the academic and artistic environment of the Clayton State University.
2. Artist must be a student of Clayton State University or Affiliate.
3. All approved murals shall be in accordance with building, fire, and safety codes.
4. Murals may not violate any section of the Clayton State University Student Policies Handbook, nor may they in any way encourage students to violate any sections of the Student Policy Handbook.
5. No mural containing messages with malicious intent toward any individual or group will be permitted.
6. No copyrighted material may be recreated without written permission from the author.
7. Murals found in violation of any of the "General Principles" may be painted over and / or removed at the sole discretion of the Clayton State University and/or the City of Morrow. Costs for such removal may be charged to the artist(s) responsible and the artist(s) may

be banned from future participation in the City of Morrow and Clayton State University Mural Program.

Approvals and Review Process

1) The City of Morrow and Clayton State University must approve mural applications including scaled color rendering.
2) The General Principles as outlined in this policy will guide the City of Morrow's selection. The City of Morrow must also consider aesthetic elements including color, form, and location in its decision.
3) The City of Morrow's decision will be considered "final".

Timeline

Applications are accepted annually during Summer Quarter. Accepted Mural proposals must be complete by July 31, 2016.

Location of Mural(s)

1. Locations for murals will be limited to the pre-designated locations in the tunnel. The City of Morrow public works department and City Manager will designate the mural location(s).
2. Any mural painting outside of these designated locations, including plants, sidewalks, light fixtures or any surface other than the assigned mural space shall be removed and the individuals responsible shall be charged for the removal.
3. No mural painting is allowed inside student private space, i.e. student bedrooms, or student apartments

Duration & Use

1. Murals are not considered permanent and the City of Morrow reserves the right to paint over and/or remove installed murals at its discretion.
2. As a general rule, murals will be painted over / remove after a period of one (1) year, allowing for the location to be reused by other artists. The mural locations will be made available for new murals on an annual basis.

3. The City of Morrow and Clayton State University reserves the right to use the images of any Clayton State University mural for official promotion and publication, including websites with no monetary obligation.

Damage/Vandalism

Any costs associated with the repair of a mural as a result of damage or vandalism shall be the responsibility of the individual(s), if known. Otherwise, the cost shall be borne by the City of Morrow.

Supporting Documents

All work on murals is to be done in accordance to the procedures established by the City of Morrow and Clayton State University, included in the Application packet.

Contact

The City of Morrow public works department is responsible for the implementation of this policy.

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MORROW, GEORGIA

CITY OF MORROW

7

CCMA Proposed Dates

CLAYTON COUNTY MUNICIPAL ASSOCIATION

PROPOSED MEETING DATES

Thursday, February 18, 2016 at 6:30pm

Thursday, May 19, 2016 at 6:30pm

Thursday, August 18, 2016 at 6:30pm

Thursday, December 15, 2016 at 6:30pm

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CITY OF MORROW

8

Billboard Agreement

DESTINATION MARKETING SERVICES AGREEMENT BETWEEN CITY OF MORROW, GEORGIA AND CLAYTON COUNTY CONVENTION AND VISITORS BUREAU

This Agreement (the "Agreement") is made and entered into as of _____, 2015 ("Commencement Date") by and between the CITY OF MORROW, a Georgia municipal corporation ("City") and CLAYTON COUNTY CONVENTION AND VISITORS BUREAU, INC., a non-profit corporation created under the laws of the State of Georgia (the "CCCVB"). City and CCCVB are sometimes referred to in this Agreement individually as a "Party" or jointly as "Parties".

WHEREAS, the Georgia General Assembly adopted legislation enabling municipalities and counties to increase such tax to eight percent (8%) with the approval of the General Assembly;

WHEREAS, the Georgia General Assembly adopted local legislation authorizing the Transient Lodging Tax to be increased within the City of Morrow from six percent (6%) to eight percent (8%) through passage of Ga. L. 2010, 4143;

WHEREAS, on December 29, 2009, the City Council enacted Ord. No. 2009-15, increasing the Transient Lodging Tax imposed by the City from six percent (6%) to eight percent (8%) in accordance with Ga. L. 2010, 4143;

WHEREAS, O.C.G.A. § 48-13-51(b)(5)(A) provides that a certain percentage of the proceeds of the excise tax on hotels are to be allocated toward promoting tourism, conventions, and trade shows by the destination marketing organization designated by the City of Morrow;

WHEREAS, City wishes to engage in marketing efforts to promote the City, and desires destination marketing services by CCCVB on a temporary basis until the City enters a more permanent arrangement with a destination marketing organization;

WHEREAS, CCCVB is an entity qualified to render destination marketing services with which the City can engage; and

WHEREAS, CCCVB desires to render destination marketing services to City on a temporary basis to assist City with its media marketing efforts.

Now THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby agreed to by the Parties, the Parties hereto agree as follows:

1. **Responsibilities and Obligations.**

   a. **City**

i. City shall pay CCCVB no more than ten thousand dollars ($10,000.00) annually for the services provided hereunder, excluding Hard Costs and Funds.
ii. City shall pay CCCVB for billboard initial costs, site location rental, printing of rack cards or other display items, etc. (“Hard Costs”);
iii. City shall submit to CCCVB approved invoices for payment, which invoices shall represent current and/or past due expenses incurred for or by the following events or transactions: Christmas in the Park, technology upgrades at the Welcome Center, contracts by the former Morrow Business and Tourism Association (“MBTA”);
iv. City shall pay CCCVB sufficient funds (“Funds”) to reimburse CCCVB for the payment of submitted invoices.

b. CCCVB

i. Billboards

1. CCCVB shall negotiate any contract and work with any billboard company to procure a total of up to 5 billboard site locations. The Morrow City Council shall have the authority to approve the terms of any such contract as well as the design, content, and site locations of the billboards. LED at Jonesboro Road, LED Hapeville,

ii. Rack Cards

1. CCCVB shall negotiate any contract and work with any printing company for the production of rack cards. The Morrow City Manager shall have the authority to approve the terms of any such contract. Morrow City Council shall have the authority to approve the design and content of the rack cards.

iii. Social Media

1. CCCVB shall post and monitor, on a monthly basis, any information provided by the City concerning City-related events to the following media: Facebook, Twitter, CCCVB's Website, monthly E-Newsletter, Explore Georgia, and all other available State Websites. Describe timing – 3 times a week Twitter, Facebook Updates 3 times weekly, etc. Target audience of tourism traveling on Interstate 75 and within the Atlanta Airport. Use of Constant Contact.

iv. Administration and Management

1. CCCVB shall receive, verify and process payments for all invoices submitted from City;
2. CCCVB shall ensure that City's expectations are met;
3. CCCVB shall meet with City's staff as needed and shall report to City as requested;

v. Morrow Center Events

CCCVB shall rent the Morrow Center and host events to promote Morrow, Clayton County, and International Culture. The intent is to increase tourism by increasing use of hotels in Morrow and restaurants. Potentially drawing tourism from metro Atlanta and Southeast United States. Rental fee of Morrow Center shall be paid by

CCCVB and reimbursed with DMO funds. Fee shall include payment of police services and event staff to oversee facility.

Sample Events may include:
1. Georgia Municipal Association Event
2. Vietnamese Beauty Contest – Teen, Ms and Mrs.
3. Job Fairs – companies, Labor Unions (electrical), universities
4. Education – Teacher conferences, teachers from across Georgia
5. Retired Teacher conferences
6. Educational events, business seminars, education of social media
7. Toastmasters Contest, educational event
8. Atlanta Project Management Institute
9. Clayton State University
10. Film Industry – Seminars, screenings
11. Community Quality, Owning and taking care of a home
12. Grants
13. So International
14. Police Sensitivity – culture, training, reaction options, Leighty
15. Vietnamese New Year
16. Pillars Lunch
17. Tomato Sandwich
18. Georgia Farmers
19. African American Health Fair
20. Dynamic Public Speakers – business seminars
21. Water Authority – Presentation – Promotion
22. Vietnamese Choir Day – Various Church Choirs

vi. Media and Marketing Consultant

Provide plans to increase tourism in Morrow
Provide plans and products to increase use of Morrow Center
Develop relationship with Morrow Hotels
Develop mutually beneficial concepts, promotions with Morrow Hotels
Dedicated salespersons for Morrow Center

~~vii. Cultural Engagement~~
~~Interpret menus of local restaurants into Vietnamese and Spanish.~~
~~Market directly to local restaurants for their support.~~
~~For Vietnamese - Lime green paper with purple font – laminated.~~
~~Include photo of the food items.~~

2. Term and Termination

This Agreement shall comply with O.C.G.A. § 36-60-13. Accordingly, the term of this Agreement shall commence on the ("Commencement Date"), and shall terminate absolutely and without further obligation on the part of either Party twelve (12) calendar months therefrom, or thirty (30) days from the date which notice of termination for any or no cause was given in writing from one Party to the other.

Each of CCCVB's contracts with vendors or suppliers shall include language acknowledging the forgoing and the City's right to terminate this Agreement. Such contracts shall provide for (a) similar termination rights by the CCCVB and (b) the unilateral assignment of such contracts by CCCVB to the City or any successor entity designated by the City to pursuant O.C.G.A. § 48-13-51(b)(5)(A).

3. Indemnification and Limitation of Liability

Any contractual obligation entered into or assumed by CCCVB shall be the sole responsibility of CCCVB, and CCCVB covenants and agrees, to the extent permitted by law, to indemnify and hold the City harmless from any and all claims or causes of action arising out of such contractual obligations. Further, except to the extent that liabilities arise from City or its employees, agents, or contractors' negligence or misconduct, CCCVB agrees, to the extent permitted by law, to indemnify, defend and protect City and its officers, directors, agents and employees from and against and hold City and its officers, directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to this Agreement.

4. Designated Representatives and Notices

Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purposes) for the administration of this Agreement:

CCCVB: Frenda Turner
127 North Main Street
Jonesboro, GA 30236

City: City Manager
City of Morrow

1500 Morrow Road
Morrow, GA 30260

Notices. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth above shall be the addresses used for notice purposes unless written notice of a change of address is given.

5. Miscellaneous

a. Assignment. This Agreement may not be assigned by or transferred by CCCVB, in whole or in part, without the prior written consent of the City.

b. Headings. The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

c. No Joint Venture. CCCVB shall perform its duties herein as an independent contractor. Notwithstanding anything contained herein to the contrary, nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties, except as principal and independent contractor agent.

d. Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

e. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

f. Governing Law, Forum and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Georgia with the courts of that State having jurisdiction to resolve all disputes which may arise under or which relate to this Agreement. Any and all claims or actions arising out of or relating to this Agreement shall be filed in and heard by any court of competent jurisdiction to hear such suits located in Atlanta, Georgia, and each Party hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including, without limitation, objections on the basis of improper venue or forum non conveniens.

g. Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

h. Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

i. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.

j. Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.

k. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.

l. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.

m. Modification. This Agreement shall not be modified, amended, or changed except in a writing signed by each of the Parties affected by such modification, amendment or change.

n. Further Assurances. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

CITY OF MORROW

By: _____

_____

[Printed Name and Title]

ATTESTED TO:

By:_____

Clerk

[Seal]

DESTINATION MARKETING ORGANIZATION

By: _____

_____
[Printed Name and Title]

ATTESTED TO:

By: _____
[Seal]

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MORROW, GEORGIA

CITY OF MORROW

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Charter Section 2.28

Sec. 2.28. - Acting city manager.

By letter filed with the city clerk, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer to exercise the powers and perform the duties of city manager during the city manager's temporary absence or physical or mental disability. During such absence or disability, the city council may revoke such designation at any time and appoint another officer of the city to serve until the city manager shall return or the city manager's disability shall cease.

Sec. 2.29. - Powers and duties of the city manager.

The city manager shall be the chief administrative officer of the city. The city manager shall be responsible to the city council for the administration of all city affairs placed in the city manager's charge by or under this Charter. As the chief administrative officer, the city manager shall:

(1) Appoint and, when the city manager deems it necessary for the good of the city, suspend or remove all city employees and administrative officers the city manager appoints, except as otherwise provided by law or personnel ordinances adopted pursuant to this Charter. The city manager may authorize any administrative officer who is subject to the city manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;

(2) Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this Charter or by law;

(3) Attend all city council meetings except for closed meetings held for the purposes of deliberating on the appointment, discipline, or removal of the city manager, and have the right to take part in discussion but not vote;

(4) See that all laws, provisions of this Charter, and acts of the city council, subject to enforcement by the city manager or by officers subject to the city manager's direction and supervision, are faithfully executed;

(5) Prepare and submit the annual operating budget and capital budget to the city council;

(6) Submit to the city council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(7) Make such other reports as the city council may require concerning the operations of city departments, offices, and agencies subject to the city manager's direction and supervision;

(8) Keep the city council fully advised as to the financial condition and future needs of the city, and make such recommendations to the city council concerning the affairs of the city as the city manager deems desirable; and

(9) Perform other such duties as are specified in this Charter or as may be required by the city council.

Sec. 2.30. - Council's interference with administration.

Except for the purpose of inquiries and investigations under Section 2.15 of this Charter, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the city council nor its members shall give any orders to any such officer or employee, either publicly or privately.

Sec. 2.31. - Selection of mayor pro tempore.

By a majority vote of all its members, the city council shall elect a councilmember to serve as mayor pro tempore, and the mayor pro tempore shall serve at the pleasure of the city council. The mayor pro tempore shall continue to vote and otherwise participate as a councilmember.

Sec. 2.32. - Powers and duties of mayor.

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CITY OF MORROW

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Local Maintenance & Improvement Grant (LMIG)

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2016

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: January 26, 2016

Name of local government: City of Morrow
Address: 1500 Morrow Rd
Contact Person and Title: Anou Sothsavath
Contact Person's Phone Number: 678.902.0873
Contact Person's Fax Number: 770.960.3015
Contact Person's Email: anou@cityofmorrow.com

Is the Priority List attached? Yes

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Anou Sothsavath (Name), the Public Works Director (Title), on behalf of City of Morrow (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2016

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (current edition), Supplemental Specifications (current edition), and Special Provisions.

Local Government:

_____(Signature)

__Jeff Detar_____ (Print)
Mayor / Commission Chairperson
_____ (Date)

SEAL:

_____
E-Verify Number

Sworn to and subscribed before me,

This _____ day of__ _____, 20___.
In the presence of:

NOTARY PUBLIC
_____
My Commission Expires:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This _____ day of _____, 20___.

_____
Terry L Gable
Local Grants Administrator

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MORROW, GEORGIA

CITY OF MORROW

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Public Comment Resolution

STATE OF GEORGIA **RESOLUTION NO. 2015-03**

CITY OF MORROW

A RESOLUTION BY THE MAYOR AND CITY COUNCIL TO PROPERLY ATTEND TO ITS DUTIES, TO PROMOTE APPROPRIATE DECORUM FOR PUBLIC MEETINGS, AND TO PROVIDE FOR AN EQUAL OPPORTUNITY FOR ALL CITIZENS TO MAKE PUBLIC COMMENTS, RULES AND CONDUCTS MUST BE ADOPTED AND FOR OTHER PURPOSES

WHEREAS the Mayor and Council have determined that in order for it to properly attend to its duties, to promote appropriate decorum for public meetings, and to provide for an equal opportunity for all citizens to make public comments, rules of conduct must be adopted;

BE IT RESOLVED by the Mayor and Council of the City of Morrow, Georgia that the following rules shall be observed at all meetings of the Mayor and Council:

1. All persons desiring to speak shall complete the sign in form supplied by the Clerk and shall approach the podium when recognized to speak by the Mayor;

2. Each person so recognized shall direct his comments to the Mayor and Council and shall not address any other person in the Chamber;

3. Residents of the City of Morrow so recognized shall limit their comments to no more than three (3) minutes;

4. Nonresidents so recognized shall limit their comments to no more than one (1) minute;

5. Mayor and council may vote to allow more time for a speaker, depending upon the circumstances;

6. For regular business meetings, there shall be a total allotted time of thirty (30) minutes for all comments of citizens.

7. Personal attacks on any person are out of order and shall not be allowed by the Mayor. In the event of such an attack, the speaker shall forfeit any remaining time previously allotted to the speaker.

8. Printed literature, handouts, poster boards and other items intended to showcase a particular topic shall not be utilized as part of a presentation when delivering a speech.

9. The foregoing rules shall be enforced by the Chief of Police or his deputies upon direction by

the Mayor.

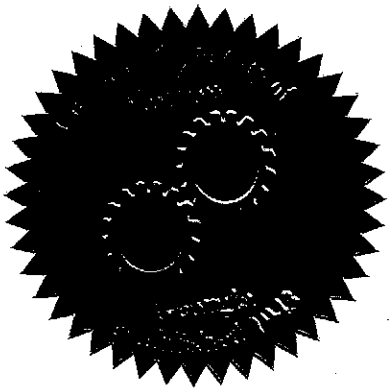
So Resolved the 14th day of March, 2015.

CITY OF MORROW, GEORGIA

J.B. BURKE, Mayor

ATTEST:

Viet Tran, City Clerk
SEAL



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MORROW, GEORGIA

CITY OF MORROW

13

Ordinance 2016-01

CITY OF MORROW
STATE OF GEORGIA

ORDINANCE NO. _____

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 final 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

_____

JEFF DETAR, Mayor

ATTEST:

_____

YASMIN JULIO, Interim City Clerk

(SEAL)

APPROVED AS TO FORM:

_____

STEVEN FINCHER, City Attorney

EXHIBIT "A"

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

							ORIGINAL BUDGET	PROJECTED ACTIVITY	INCR (DECR) NEEDED ADJUSTMENT
FUND 100 - GENERAL FUND									
1) To provide funding for electricity, phone, security and other expenses at Tourist Center no longer paid by MBTA									
EXPENDITURES									
100	100	01500	00057	571075	Tourism Center Expenses		$ -	$ 30,000	$ 30,000
2) To recognize Federal Grant Revenues and Project Expenditures (Personal Protective Equipment) for Fire Department									
REVENUES									
100	033	33100	03311	331110	Direct Federal Grant		$ -	$ 370,296	$ 370,296
EXPENDITURES									
100	300	03500	00051	511100	Full-Time Salaries		$ -	$ 30,254	$ 30,254
100	300	03500	00054	542100	Machinery and Equipment		-	340,042	340,042
							$ -	$ 370,296	$ 370,296

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MORROW, GEORGIA

CITY OF MORROW

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Probation Contract

STATE OF GEORGIA
CITY OF MORROW

CONTRACT FOR PROBATION SUPERVISION AND REHABILITATION SERVICES

THIS CONTRACT made and entered into this 12th day of January 2016, by and between the Municipal City of Morrow, Georgia (hereinafter referred to as the "City") and PROFESSIONAL PROBATION SERVICES, INC. (hereinafter referred to as "PPSI"), to be approved as to form by the Mayor and Council of the City of Morrow, Georgia (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Municipal Court of the City of Morrow (hereinafter referred to as the "Court"), authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the City, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the Court with the approval of the City; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE COURT

The Court shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

A. Comply with the standards and qualifications as set forth by the Board of Community Supervision and the Laws of the State of Georgia.

B. Operate under the conditions as agreed to by and between PPSI and the Court, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.

C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.

D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured area, in a secure file cabinet. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.

F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.

G. Provide counseling and supervision services for all persons ordered by the Court to participate in during the period of the Contract, which include but are not limited to, statistical reports and caseload data to assure that PPSI is providing program services and maintaining records reflective of good business practice.

H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice.

I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.

J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost.

K. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. Collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).

L. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.

M. Comply with all laws regarding confidentiality of offender records.

N. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand ($100,000.00) dollars as surety for the satisfactory performance of the Contract.

O. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.

P. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.

Q. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107.

R. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-107.

S. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107.

T. PPSI shall make a supervision assessment of each offender and determine the reporting schedule and frequency of contacts. Probation officers shall supervise no more than 250 probationers, and intensive probation officers shall supervise no more than 50 probationers.

U. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.

V. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.

W. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedure

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2016, and shall be for twelve (12) calendar months, ceasing on December 31, 2016. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed following the process outlined below.

This Agreement will automatically renew for an additional one (1) year term on January 1, 2017, provided that the City is allowed to prevent such automatic renewal by written notice to PPSI within thirty (30) days prior to the date of expiration.

Following December 31, 2017, this Agreement will automatically renew for an additional one (1) year term upon each anniversary date of this Contract under the same terms and conditions contained herein; provided that the City is allowed to prevent such renewal by written notice to PPSI within thirty (30) days prior the date of expiration, or unless otherwise terminated as hereinafter provided. Automatic renewal of this Agreement beyond December 31, 2017 is eligible for up to three (3) one (1) year terms, and shall not exceed three (3) one (1) year terms.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City, and the City shall owe no obligations to PPSI for fees or payment for services at the end of this Agreement's term, nor at the end of any renewal period of this Agreement.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the Court or the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event if it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

TERMINATION FOR CONVENIENCE

In the event the City determines that continuation of this Agreement is no longer convenient or otherwise beneficial to the City, the City shall be allowed to withdraw from this Agreement upon written notice to PPSI. Such notice shall be provided to PPSI at least thirty (30) days prior to the City withdrawing from this Agreement.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Morrow Municipal Court (hereinafter referred to as "Chief Judge") for resolution; provided, however, in the event either party disagrees with the decisions of the Chief Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Chief Judge, which shall specify the nature of the controversy, claim or dispute. The Chief Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Chief Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Chief Judge is the complaining party, the Presiding Judge of the Clayton County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the Court may, at its election and upon five (5) working days prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the Court may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The Court shall provide PPSI with a written receipt of those items over which the Court assumes exclusive control. PPSI agrees that in the event it disputes the Court's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or, seek as its remedy, monetary damages in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The Court's and/or City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- $ 100,000 each accident
	- $ 500,000 each occurrence
General Liability	- $1,000,000 each occurrence
Personal & Advertising Injury	- $1,000,000 each occurrence
Professional Liability	- $1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, the City shall not be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any act or omission of PPSI, its employees, agents or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the City, their officials, employees, agents or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages,

liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

PPSI and all employees of PPSI also agree to indemnify and hold harmless the City for any injuries or other tortuous acts sustained or committed on the City premises. PPSI employees or contractors are not to be considered employees or contractors of the City for purposes of coverage by Workers Compensation insurance.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the Court or City. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the Court: _____
_____
_____

As to PPSI: John C. Cox, President
Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the Court and PPSI.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

DATE OF EXECUTION:_____

MORROW MUNICIPAL COURT

_____
RONALD FREEMAN, CHIEF MUNICIPAL JUDGE

ATTEST:

_____

DATE OF EXECUTION: _____

PROFESSIONAL PROBATION SERVICES, INC.

_____
JOHN C. COX, PRESIDENT (SEAL)

ATTEST:

_____

APPROVED BY THE CITY OF MORROW

_____
JEFF DETAR, MAYOR

ATTEST:

Specifications for Services

Pay-Only Probation Supervision	**$0.00 –First Month, then $35.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.**
Basic Probation Supervision	**$35.00 per month**
Intensive Probation Supervision	**$45.00 per month with field visits**
Indigent Supervision	**$0.00** – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	**$35.00 per month**
Under the Influence Alcohol Course (for adults)	**$75.00**
Alcohol-Wise JV Course (for juveniles)	**$75.00**
Marijuana 101 Drug Education Course (for adults)	**$75.00**
Marijuana 101 JV Drug Education Course (for juveniles)	**$75.00**
STOPLifting Course (for adults)	**$75.00**
STOPLifting JV Course (for juveniles)	**$75.00**
Parent Alcohol and Drug Education Course (Parent-Wise)	**$0.00**
Electronic Monitoring	**Anklet Monitoring- RF with Curfew Enforcement and Voice Verification ($4.00 per day)** **Portable Alcohol Monitoring with GPS and Facial Recognition ($5.50 per day)** **Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing ($9.25 per day)** **Random Alcohol Monitoring ($8.00 per day)** **Active GPS Monitoring with Exclusionary Zone and Continuous Trans-dermal Alcohol Testing ($10.00 per day)**
On-Site, Multi-Panel Drug Screen	**$15.00**
Community Service Work Coordination	**No Cost**
Restitution Collection - Direct Disbursement to Victim	**No Cost**
Court and On-Line Access to the PPSI Offender Management Computer Program	**No Cost** **For 24/7 Internet Access to all Offender Data and Activity**
Transfer of Supervision	**No Cost to any of our more than 40 locations nationwide**
Domestic Violence Workshop	**No Cost referral to a Certified Treatment Provider**
Anger Control Workshop	**No Cost referral to a Certified Treatment Provider**
Youthful Offender Workshop	**No Cost referral to a Certified Treatment Provider**
Resume and Interview Skills Development with Job Placement Assistance	**No Cost**
Indemnification of the Court, and Naming the Court as an Additional Insured	**No Cost – Professional and General Liability**

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Meeting Agenda

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CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor JB Burke
Mayor Pro Tem Hang Tran
Councilwoman Jeanell Bridges
Councilman Larry Ferguson
Councilman Christopher Mills

Regular Meeting

January 12, 2016 **Agenda** **7:30 pm**

CALL TO ORDER: Mayor Pro Tem Hang Tran
PLEDGE OF ALLEGIANCE: All
MOMENT OF SILENCE: Mayor Pro Tem Hang Tran

1. ROLL CALL:

2. CONSENT AGENDA:

1. Approval of December 8, 2015 Regular Meeting Minutes
2. Approval of December 3, 2015 Special Called Meeting Minutes
3. Approval of Fincher Denmark & Minnifield invoice # 2818 dated November 11, 2015 in the amount of $10,680.00 for period of October 6, 2015- October 30, 2015

3. MEETING AGENDA:

1. Approval of January 12, 2016 Meeting Agenda.

4. SWEARING IN CEREMONY
(Presented by the Honorable Ronald Freeman)
1. Jeff DeTar
2. Jeanell Bridges
3. Larry Ferguson

5. ANNUAL APPOINTMENTS:

1. Mayor Pro Tem
2. Records Custodian
3. CCMA Liaison
4. Planning and Zoning

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1. Jack Bell
2. Aaron Mauldin

5. Associate Municipal Judge
1. Nailah Macfarlane

6. RESOLUTION:

1. Resolution 2016-01

A RESOLUTION OF THE GOVERNING AUTHORITY OF THE CITY OF MORROW, GEORGIA FOR THE APPOINTMENT OF COMMISSIONERS TO THE MORROW HOUSING AUTHORITY, INC., OF THE CITY OF MORROW, GEORGIA

(Presented by City Manager Sylvia Redic)

7. PRESENTATIONS:

1. **Proclamation:** from Morrow Mayor and Council to Myron Maxey for in recognition of his long standing business.
(Presented by: Mayor Jeff DeTar)

2. Property Tax Update
(Presented by: Administration Support Director, Essie West)

3. Financial Update
(Presented by: Accounting Manager Emory McHugh)

8. REWARDS AND RECOGNITIONS:

1.Interim Fire Chief Herb Jones- 10 years of service in Morrow Fire Department
(Presented by: City Manager Sylvia Redic)
2. Don Harry- 35 years of service in the Morrow Fire Department
3. G. Mosley- 15 years of service in the Morrow Fire Department
4. D. Reynolds- 15 years of service in the Morrow Fire Department
5. J. Hudgell- 10 years of service in the Morrow Fire Department
(Presented by: Interim Fire Chief Herb Jones)
6. Ernest Raper - 10 years of service in the Morrow Police Department
7. Amanda Young - 5 years of service in the Morrow Police Department
(Presented by: Interim Police Chief Greg Tatroe)

9. PUBLIC COMMENTS ON AGENDA ITEMS:

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.

10. NEW BUSINESS:

1. First Reading of Ordinance 2016-01

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 Accounting Manager Emory McHugh)

11. OLD BUSINESS:

1. **Approval of the Probation Contract**
   (Presented by Administration Support Director Essie West)

12. 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.

13. EXECUTIVE SESSION:

- To discuss personnel, real estate, and legal matters

14. ADJOURNMENT:

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Meeting Minutes

& Attorney Invoice

CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCILMEMBERS

Mayor JB Burke
Mayor Pro Tem Hang Tran
Councilwoman Jeanell Bridges
Councilman Larry Ferguson
Councilman Christopher Mills

Regular Meeting

December 8, 2015 **Minutes** **7:58 pm**

Mayor JB Burke called the Regular Council Meeting of the Morrow City Council to order at 7:58 pm on December 8, 2015. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

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

ROLL CALL:

Mayor JB Burke asked **Interim City Clerk Yasmin Julio** to call the roll.

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

CONSENT AGENDA:

Mayor JB Burke called for a motion to approve December 8, 2015 Consent Agenda.

MOTION AND VOTE: **Councilman Chris Mills made** the motion, seconded by **Councilman Larry Ferguson**. The motion passed unanimously.

MEETING AGENDA:

Mayor JB Burke called for a motion to amend December 8, 2015 Meeting Agenda to add 1 item into New Business section:

1. Approval of Authorization for L'Erin Barnes to work on mediation for MBTA.

MOTION AND VOTE: **Councilman Larry Ferguson** made a motion, seconded by **Councilwoman Jeanell Bridges**. The motion passed unanimously.

Mayor JB Burke called for a motion to amend December 8, 2015 Meeting Agenda add 1 item into New Business section:

2. Appointment by Mayor of two Council members to review Grievance documents of ex-employee L. Oglesby

MOTION AND VOTE: **Councilwoman Jeanell Bridges** a motion, seconded by **Councilman Chris Mills**. The motion passed unanimously.

Mayor JB Burke called for a motion to amend December 8, 2015 Meeting Agenda add 1 item into New Business section:

3. Approval of Resolution of the Mayor and Council of the City of Morrow, Georgia, authorizing the participation with Clayton County Government, Clayton County Public Schools and the Clayton County cities in preparation and submission of a compliance action plan to the Federal Aviation Administration ("FAA") in response to the FAA policy clarification for the use of Aviation Fuel Tax Revenue ("The FAA Policy") published in the Federal Register in November of 2014.

MOTION AND VOTE: **Councilman Chris Mills** made a motion, seconded by **Councilman Larry Ferguson**. The motion passed unanimously.

Mayor JB Burke called for a motion to amend December 8, 2015 Meeting Agenda add 1 item into New Business section:

4. Approval to Authorize attorneys Fincher, Denmark & Minnifield, LLC to file suit against Morrow Hospitality.

MOTION AND VOTE: **Councilwoman Jeanell Bridges** made a motion, seconded by **Councilman Larry Ferguson**. The motion passed unanimously.

Mayor JB Burke called for a motion to approve the December 8, 2015 Meeting Agenda with the 4 amendments.

MOTION AND VOTE: **Councilwoman Jeanell Bridges** made a motion, seconded by **Councilman Larry Ferguson**. The motion passed unanimously.

PUBLIC HEARING:

Mayor JB Burke asked **Interim City Clerk Yasmin Julio** read the item in this section.

Mayor JB Burke asked **Interim City Clerk** for comment on Agenda Item.

Interim City Clerk Yasmin Julio stated that there were no comments.

REPORTS AND PRESENTATION:

- Yule Log- Reynolds Nature Preserve
(Presented by City Manager Sylvia Redic)

City Manager Sylvia Redic advised the Mayor and Council that the annual Yule log at Reynolds Nature Preserve was coming up on Friday, December 11, 2015. She also shared a flyer of the upcoming event.

NEW BUSINESS:

Mayor JB Burke asked **Interim City Clerk Yasmin Julio** read the items in this section.

Interim City Clerk Yasmin Julio read the following item:

1. Request to Surplus Property
(Presented by Captain Jimmy Callaway)

Captain Jimmy Callaway explained that he would like authorization to place four (4) motor vehicles into surplus and sell on Gov Deals. The vehicles are all older model and are either inoperable or are a potential hazard to use. The vehicles include;

1. 2004 Dodge Intrepid
2. 2008 Dodge Charger
3. 1999 Ford Transport Van
4. 2002 Crown Victoria

Mayor JB Burke called for a motion to approve the Request for Surplus Property.

MOTION AND VOTE: **Councilman Larry Ferguson** made a motion, seconded by **Councilwoman Jeanell Bridges**. The motion passed unanimously.

Mayor JB Burke asked **Interim City Clerk Yasmin Julio** read the next item in this section.

Interim City Clerk Yasmin Julio read the following item:

2. Request to Donate Property
(Presented by Captain Jimmy Callaway)

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Captain Jimmy Callaway stated that he would like to request authorization to donate one (1) unused older model 2001 Ford Crown Victoria to the City of Molina, Georgia. The City of Molina is a small city that needs assistance in acquiring police vehicles since they do not have the funds. He mentioned that the Fair Market value of the vehicle is between $1500 to $2000.

Mayor JB Burke called for a motion to approve Request to Donate Property.

MOTION AND VOTE: **Councilwoman Jeanell Bridges** made a motion, seconded by Councilman Christopher Mills. The motion passed unanimously.

Mayor JB Burke asked **Interim City Clerk Yasmin Julio** read the next item in this section.

Interim City Clerk Yasmin Julio read the following item:

3. Staff Recommendation for Request for Bid Selection
(Presented by Captain Jeff Moss).

Captain Jeff Moss went into detail explaining that the bids received were for breathing apparatus. While all expenditures relating to this bid would be paid for by grant monies awarded, the selection of the bid came from the actual staff recommendation of the specific apparatuses.

Mayor JB Burke called for a motion to approve Staff Recommendation for Request for Bid Selection.

MOTION AND VOTE: Mayor Pro Tem Hang Tran made a motion, seconded by Councilman Christopher Mills. Mayor Pro Tem Hang Tran and Councilman Christopher Mills voted in favor of the motion; Councilman Larry Ferguson and Councilwoman Jeanell Bridges voted in opposition. Mayor JB Burke broke the tie with a favorable vote and the motion passed.

Mayor JB Burke asked **Interim City Clerk Yasmin Julio** read the next item in this section.

Interim City Clerk Yasmin Julio read the following item:

4. Approval of Budget Adjustment
(Presented by Accounting Manager Emory McHugh)

Accounting Manager Emory McHugh advised the council that the budget adjustments were to show a trail of different approvals that have occurred since the budget has passed. This adjustment would allow for the changes to be reflected on the budget for auditing purposes. He mentioned that another option would be to create notes throughout the budget so that auditors would be able to see the changes.

Mayor JB Burke called for a motion to table the Approval of the Budget Adjustment.

MOTION AND VOTE: **Mayor Pro Tem Hang Tran** made a motion to table this item, seconded by **Councilman Christopher Mills**. The motion passed unanimously.

Mayor JB Burke read the next item in this section:

5. Approval of the Probation Contract
(Presented by Administration Support Director Essie West)
Administration Support Director Essie West reported that this would allow a change from the existing month to month contract with our current probation providers to an annual contract. She also made note that the month to month contract was established to verify the best deal out there, in her opinion the best deal was with our current providers.

Mayor JB Burke called for a motion of Approval of the Probation Contract.

Councilman Larry Ferguson made a motion, seconded by **Councilwoman Jeanell Bridges**. The motion passed unanimously.

Mayor JB Burke asked **Interim City Clerk Yasmin Julio** read the next item in this section.

Interim City Clerk Yasmin Julio read the following item:

6. Approval of the Public Art Agreement with Clayton State University
(Presented by City Manager Sylvia Redic)

City Manager Sylvia Redic stated that this agreement would allow for selection process of art from Clayton State University students to paint murals on City owned property, however there would need to be some date changes made to the agreement.

Mayor JB Burke called for a motion to table the Approval of the Public Art Agreement with Clayton State University.

MOTION AND VOTE: **Councilwoman Jeanell Bridges** made a motion to table this item, seconded by **Councilman Christopher Mills**. The motion passed unanimously.

Mayor JB Burke read the next item in this section:

7. Approval of Authorization for L'Erin Barnes to work on mediation for MBTA.

Mayor JB Burke called for a motion of Approval of Authorization for L'Erin Barnes to work on mediation for MBTA.

Councilwoman Jeanell Bridges made the motion, seconded by **Councilman Chris Mills**. The motion passed unanimously.

Mayor JB Burke read the next item in this section:

8. Appointment by Mayor of two Council members to review Grievance documents of ex-employee L. Oglesby

Mayor JB Burke appointed **Councilman Larry Ferguson** and **Councilwoman Jeanell Bridges** to review grievance documents of ex-employee L. Oglesby.

Councilwoman Jeanell Bridges made the motion, seconded by **Councilman Chris Mills**. The motion passed unanimously.

Mayor JB Burke asked **Attorney Steven Fincher** to read the next item in this section:

9. Approval of Resolution of the Mayor and Council of the City of Morrow, Georgia, authorizing the participation with Clayton County Government, Clayton County Public Schools and the Clayton County cities in preparation and submission of a compliance action plan to the Federal Aviation Administration ("FAA") in response to the FAA policy clarification for the use of Aviation Fuel Tax Revenue ("The FAA Policy") published in the Federal Register in November of 2014.

Mayor JB Burke called for a motion of Approval of the Resolution.

Councilman Larry Ferguson made the motion, seconded by **Mayor Pro Tem Hang Tran**. The motion passed unanimously.

Mayor JB Burke read the next item in this section:

10. Approval to Authorize attorneys Fincher, Denmark & Minnifield, LLC to file suit against Morrow Hospitality.

Mayor JB Burke called for a motion of Approval to Authorize attorneys Fincher, Denmark & Minnifield, LLC to file suit against Morrow Hospitality.

Councilwoman Jeanell Bridges made the motion, seconded by **Councilman Larry Ferguson**. The motion passed unanimously.

GENERAL COMMENTS:

Mayor JB Burke asked **Citizens** and **Council members** for comments.

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Non-Citizen Comments:

Cheryl Fincher- Clayton Eye Center

Citizens Comments:

Cherie Crisp

Staff Comments:

City Manager Sylvia Redic

Council members Comments:

Councilman Larry Ferguson
Councilwoman Jeanell Bridges
Councilman Christopher Mills
Mayor Pro Tem Hang Tran
Mayor JB Burke

ADJOURNMENT:

Mayor JB Burke called for a motion to adjourn the December 8, 2015 Regular Council Meeting.

MOTION AND VOTE: **Councilman Larry Ferguson** made a motion, seconded by **Councilwoman Jeanell Bridges**. The motion passed unanimously.

The Regular Council Meeting was adjourned at 08:50 pm.

Approved this 12th day of January, 2016.

CITY OF MORROW, GEORGIA

Attest

_____
Jeff DeTar, Mayor

_____
Yasmin Julio, Interim City Clerk
Seal

CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCILMEMBERS

Mayor JB Burke
Mayor Pro Tem Hang Tran
Councilwoman Jeanell Bridges
Councilman Larry Ferguson
Councilman Christopher Mills

Special Called Meeting

December 3, 2015 **Minutes** **6:00 pm**

Mayor Pro Tem Hang Tran called the Special Called Council Meeting of the Morrow City Council to order at 6:00 pm on December 3, 2015. The meeting took place in the Community Room of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA 30260.

Mayor Pro Tem Hang Tran asked everyone to stand for the Pledge of Allegiance followed by a moment of silent reflection.

ROLL CALL:

Mayor Pro Tem Hang Tran called the roll and those present were **Councilwoman Jeanell Bridges, and Councilman Larry Ferguson. Councilman Christopher Mills** had an excused absences. **Mayor JB Burke** was absent. **Mayor Pro Tem Hang Tran** stated there was a quorum present.

MEETING AGENDA:

Mayor Pro Tem Hang Tran called for a motion to approve December 3, 2015 Special Called Meeting Agenda.

MOTION AND VOTE: **Councilman Larry Ferguson** made a motion, seconded by **Councilwoman Jeanell Bridges**. The motion passed unanimously.

ORIENTATION:

Mayor Pro Tem Hang Tran lead in the Orientation for Mayor Elect Jeff DeTar followed by documentation presented by **City Manager Sylvia Redic.**

PUBLIC COMMENTS:

Mayor Pro Tem Hang Tran asked **Citizens** and **Council members** for comments.

Citizens Comments:

Dorothy Dean
Vickie Jennings
Cherie Crisp

ADJOURNMENT:

Mayor Pro Tem Hang Tran called for a motion to adjourn the December 3, 2015 Special Called Meeting.

MOTION AND VOTE: **Councilman Larry Ferguson** made a motion, seconded by **Councilwoman Jeanell Bridges**. The motion passed unanimously.

The Regular Council Meeting was adjourned at 7:04 pm.

Approved this 12th day of January, 2016.

CITY OF MORROW, GEORGIA

Attest

_____
Hang Tran, Mayor Pro Tem

_____
Yasmin Julio, Interim City Clerk
Seal

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Resolution 2016-01

STATE OF GEORGIA
COUNTY OF CLAYTON **RESOLUTION NO. 2016-01**
CITY OF MORROW

A RESOLUTION OF THE GOVERNING AUTHORITY OF THE CITY OF MORROW, GEORGIA FOR THE APPOINTMENT OF COMMISSIONERS TO THE MORROW HOUSING AUTHORITY, INC., OF THE CITY OF MORROW, GEORGIA

WHEREAS, the Morrow Housing Authority, Inc.,of the City of Morrow, Georgia (hereinafter the "Authority") was activated ON September 9, 2008, by Resolution 2008-06;

WHEREAS, the Authority was created with express powers and duties as set forth in Chapter 3 of Title 8, Official Code of Georgia Annotated;

WHEREAS, Chapter 3 of Title 8, Part 3, Official Code of Georgia Annotated, provides for the appointment, qualifications and tenure of commissioners; authority of commissioners; delegation of powers or duties of commissioners; and other regulations governing the Authority;

WHEREAS, the Mayor of the City of Morrow, Georgia, shall appoint five persons as commissioners of the Authority;

WHEREAS, the board of commissioners shall be designated to serve for terms of office of one, two, three, four, and five years, respectively, from the date of their appointment; but thereafter shall be appointed for a term of office of five years, except that all vacancies shall be filled for the unexpired term;

WHEREAS, in addition to the five persons appointed as commissioners of the Authority, one or two additional commissioners of whom at least one is directly assisted by the public housing authority and who shall be known as a resident commissioner with the appointments for initial and subsequent terms of office of one year and shall have full voting rights; and

WHEREAS, the Mayor shall appoint and employ a secretary (who shall be the Executive Director) to assist with the duties of the Authority through as directed by the Board.

NOW, THEREFORE, IN DULY CALLED AND CONSTITUTED MEETING ASSEMBLED, BE IT RESOLVED by the governing authority of the City of Morrow and it is hereby resolved by authority of the same, as follows:

Section 1. Appointment. That the commissioners, chairperson, resident commissioner(s), and the secretary of the Morrow Housing Authority, Inc. are hereby appointed and their respective terms are:

Myron Maxey (Chairperson) One year, ending _____

Pete McQueen	Two years, ending _____
Terry Mobley	Three years, ending _____
Jim Duckworth	Four years, ending _____
Bob Huie	Five years, ending _____
Resident Commissioner (to be appointed at a later date)	One year, ending _____

Section 2. Term. Each commissioner for the Authority shall be designated to serve for terms of office as specified above; thereafter, each commissioner position shall be appointed for a full five-year term;

Section 3. Repealing Clause. All resolutions or parts thereof of the City of Morrow in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 3. Effective Date. This resolution shall be effective immediately upon its adoption.

Approved this 12th day of January, 2015 by the City Council of the City of Morrow.

_____
Jeff DeTar Mayor

Attest:

_____
Yasmin Julio, Interim City Clerk

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Proclamation for

Myron Maxey

PROCLAMATION

HONORING MYRON MAXEY AND THE MAXEY INSURANCE AGENCY

WHEREAS: The Maxey Insurance Agency is known to be one of longest running business in the City of Morrow. Mr. Myron Maxey he has been selling insurance in Morrow since 1964 and established Maxey Insurance in 1969; and

WHEREAS: Maxey Insurance continues to provide service to loyal customers from all over the metro Atlanta area and proves that a business strong in values, customers service, and leadership can stand the test of time; and

WHEREAS: Myron Maxey served as Morrow's Mayor from and is currently serving as the Chair of both the Downtown Development Authority and the Morrow Housing Authority; and

WHEREAS: Mr. Maxey called Morrow home for more than 20 years and he still attends Morrow First Baptist Church. This city will always be very dear to him and he will always be very dear to this city; and

WHEREAS: Myron Maxey is a true gentleman, a United States Army Veteran, a man warm with Southern charm, integrity, and the kind of intelligence that blends knowledge with humor and compassion; he is a man among men.

WHEREAS: The City of Morrow is committed to ensuring that the Maxey Insurance Agency is proud to call Morrow home for many years to come. Morrow recognizes and appreciates the contributions of such longtime partners in this community.

NOW, THEREFORE, I, JEFF DETAR, Mayor of the City of Morrow invite all our citizens and staff to recognize and appreciate Maxey Insurance Agency for 47 years of doing business in Morrow.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Morrow to be affixed this 12th day of January, 2016.

_____

Jeff DeTar, Mayor