



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

March 23, 2015 **Agenda** **7:30 pm**

CALL TO ORDER: Mayor Burke
PLEDGE OF ALLEGIANCE: All
INVOCATION: Mayor Burke

1. ROLL CALL:

2. CONSENT AGENDA:

- 1. Approval of March 10, 2015 Regular Meeting Minutes**
- 2. Approval of March 16, 2015 Special Called Meeting Minutes**
- 3. Approval of March 16, 2015 Executive Session Minutes**

3. MEETING AGENDA:

- 1. Approval of March 23, 2015 Meeting Agenda.**

4. REPORTS AND PRESENTATIONS:

- 1. Mayor Pro Tem Hang Tran to receive a recognition Resolution from State Senate as a first Asian American Woman Elected Official in the State of Georgia and a first Asian American Elected in Municipal Level.**

Presented by Interim City Manager Sylvia Redic

5. PUBLIC COMMENT ON AGENDA ITEMS:

Public Comments on Agenda Items are limited 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.



6. **NEW BUSINESS:**

1. A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW, GEORGIA TO ADOPT A JOINT URBAN REDEVELOPMENT PLAN IN COOPERATION WITH THE CITY OF FOREST PARK, GEORGIA, AND THE CITY OF LAKE CITY, GEORGIA, WHICH JOINT URBAN REDEVELOPMENT PLAN ESTABLISHES A COMMON GOAL OF FIGHTING ECONOMIC DECLINE, COMBATING BLIGHT, AND PROMOTING REGIONAL DEVELOPMENT THAT IS SHARED BY THESE THREE CITIES; TO ADOPT AN INTERGOVERNMENTAL AGREEMENT EXPRESSING INTENT TO UPHOLD THIS JOINT URBAN REDEVELOPMENT PLAN; AND FOR ALL OTHER PURPOSES NECESSARY TO ACCOMPLISH THIS TRANSACTION AND EFFECTUATE THIS INTENT.

2. Tri-Cities Intergovernment Agreement

7. **GENERAL COMMENTS:**

General Comments are any comments 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.

8. **ADJOURNMENT:**

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW, GEORGIA TO ADOPT A JOINT URBAN REDEVELOPMENT PLAN IN COOPERATION WITH THE CITY OF FOREST PARK, GEORGIA, AND THE CITY OF LAKE CITY, GEORGIA, WHICH JOINT URBAN REDEVELOPMENT PLAN ESTABLISHES A COMMON GOAL OF FIGHTING ECONOMIC DECLINE, COMBATING BLIGHT, AND PROMOTING REGIONAL DEVELOPMENT THAT IS SHARED BY THESE THREE CITIES; TO ADOPT AN INTERGOVERNMENTAL AGREEMENT EXPRESSING INTENT TO UPHOLD THIS JOINT URBAN REDEVELOPMENT PLAN; AND FOR ALL OTHER PURPOSES NECESSARY TO ACCOMPLISH THIS TRANSACTION AND EFFECTUATE THIS INTENT.

WHEREAS, the City of Morrow, Georgia (“Morrow”) desires to redevelop certain blighted areas within its geographic limits and has activated its urban redevelopment agency to carry out this purpose; and

WHEREAS, Morrow recognizes that the City of Forest Park, Georgia (“Forest Park”), and the City of Lake City, Georgia (“Lake City”), share many of Morrow’s economic concerns and similarities, as well as a common interest in redeveloping slum areas within each city’s geographic limits; and

WHEREAS, Morrow desires to work jointly with Forest Park and Lake City so that the three cities may achieve cohesive, unified, and long-lasting urban redevelopment; and

WHEREAS, in furtherance of this goal, Morrow, Forest Park, and Lake City have participated in the development of a joint urban redevelopment plan entitled the “Tri-Cities Urban Redevelopment Plan” (the “Tri-Cities Plan”) with the Carl Vinson Institute of Government at the University of Georgia (a copy of which Tri-Cities Plan is attached hereto as Exhibit A and incorporated herein by reference); and

WHEREAS, pursuant to Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the “Urban Redevelopment Law,” as amended (the “Urban Redevelopment Law”), the City Council of Morrow held a public hearing on _____ on the proposed Tri-Cities Plan, a copy of which is on file with Morrow; and

WHEREAS, public notice of such public hearing was published in the Clayton News Daily, a newspaper having a general circulation in the area of operation of Morrow, on _____, 2015, and proof of such publication is on file with Morrow; and

WHEREAS, no families will be displaced from the urban redevelopment area described in the Tri-Cities Plan, and therefore no method for relocation of such families need be provided; and

WHEREAS, Morrow has also prepared and adopted a general plan for the physical development of the City of Morrow, Georgia as a whole (giving due regard to the environs and metropolitan surroundings) (the “General Plan”) pursuant to the Urban Redevelopment Law; and

WHEREAS, the Tri-Cities Plan conforms to the General Plan of Morrow; and

WHEREAS, the Tri-Cities Plan will afford maximum opportunity, consistent with the sound needs of Morrow as a whole, for the rehabilitation or redevelopment of the urban redevelopment area described in the Tri-Cities Plan by private enterprise; and

WHEREAS, the Tri-Cities Plan is consistent with previous urban redevelopment plan(s) adopted by Morrow and effectuated by Morrow’s urban redevelopment agency; and

WHEREAS, the Tri-Cities Plan constitutes an appropriate part of Morrow’s workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slums, to encourage needed urban rehabilitation, and to provide for the redevelopment of slum areas, all as set forth in the Urban Redevelopment Law; and

WHEREAS, after careful study and investigation, Morrow desires to adopt and approve the Tri-Cities Plan; and

WHEREAS, Morrow also participated in the development of an intergovernmental agreement (the “Tri-Cities Intergovernmental Agreement”) with Forest Park and Lake City pursuant to which agreement the three cities agree in good faith to adopt, follow, and execute the Tri-Cities Plan within their respective urban redevelopment areas (a copy of which Tri-Cities Intergovernmental Agreement is attached hereto as Exhibit B and incorporated herein by reference); and

WHEREAS, after careful consideration, Morrow desires to adopt and approve the Tri-Cities Intergovernmental Agreement as well;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morrow, Georgia that all statements, findings, and recitations set forth in the above and foregoing preambles are hereby determined and declared to be true and correct.

BE IT FURTHER RESOLVED that the Tri-Cities Plan and the urban redevelopment project set forth therein are hereby approved.

BE IT FURTHER RESOLVED that the Tri-Cities Intergovernmental Agreement and the intent expressed therein are hereby approved.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its adoption by the City Council of the City.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this _____ day of _____ 2015.

CITY OF MORROW, GEORGIA

(SEAL)

By: _____

Mayor

Attest:

City Clerk

CITY CLERK'S CERTIFICATE

I, _____, the duly appointed, qualified, and acting City Clerk of the City of Morrow, Georgia (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on _____, 2015 by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of ____ Yea and ____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this _____ day of _____ 2015.

(SEAL)

City Clerk, City of Morrow, Georgia

EXHIBIT A
[SEE ATTACHED]

EXHIBIT B
[SEE ATTACHED]

TRI-CITIES INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into this ___ day of _____, 2015, by and between the City of Forest Park, Georgia, the Urban Redevelopment Agency of the City of Forest Park, Georgia (hereinafter referred to collectively as “Forest Park”) the City of Lake City, Georgia, the Urban Redevelopment Agency of the City of Lake City, Georgia (hereinafter referred to collectively as “Lake City”), the City of Morrow, Georgia, and the Urban Redevelopment Agency of the City of Morrow, Georgia (hereinafter referred to collectively as “Morrow”) (Forest Park, Lake City, and Morrow are sometimes referred to herein as the “Parties”).

W I T N E S S E T H:

WHEREAS, Forest Park currently has in place an urban redevelopment plan covering the urban redevelopment area located within the City of Forest Park, Georgia, which urban redevelopment area is more particularly described in the map attached hereto as Exhibit A;

WHEREAS, Lake City currently has in place an urban redevelopment plan covering the urban redevelopment area located within the City of Lake City, Georgia, which urban redevelopment area is more particularly described in the map attached hereto as Exhibit B;

WHEREAS, Morrow currently has in place an urban redevelopment plan covering the urban redevelopment area located within the City of Morrow, Georgia, which urban redevelopment area is more particularly described in the map attached hereto as Exhibit C;

WHEREAS, the Parties each desire to undertake any such actions permissible under Georgia’s Urban Redevelopment Law, codified at O.C.G.A. § 36-61-1 *et seq.* (the “Urban Redevelopment Law”) which would be in the public interest or necessary or desirable to assist in preventing the development or spread of future slums and blight or to otherwise carry out the purposes of the Urban Redevelopment Law;

WHEREAS, the Parties recognize that due to their geographic proximity and demographic, social, and economic similarity, and due to their common goal of urban redevelopment, it is in their best interest, and in the best interest of the public, to develop a joint redevelopment plan to serve as a guideline for cohesive redevelopment of their respective urban redevelopment areas;

WHEREAS, with the aid of the Carl Vinson Institute of Government at the University of Georgia, the Parties have developed this plan in the form of the “Tri-Cities Urban Redevelopment Plan” (hereinafter, the “Tri-Cities Plan”), a copy of which plan is attached hereto as Exhibit D;

WHEREAS, the Parties agree the Tri-Cities Plan is intended to serve as a statement of joint effort, good faith, and common intent for the redevelopment of the Parties’ urban redevelopment areas, yet is not intended to replace or supersede each Party’s respective urban redevelopment plan (where applicable);

WHEREAS, while the Parties each intend to work towards the common goals set forth in the Tri-Cities Plan, the Parties shall remain individually and solely responsible for furtherance of their respective urban redevelopment plans within their respective urban redevelopment areas;

WHEREAS, while the Parties intend to uphold the Tri-Cities Plan to the best of their respective abilities, none of the Parties shall be affirmatively obligated to adhere to the Tri-Cities Plan or to obtain the approval or input of the other Parties when implementing their respective urban redevelopment plans; and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Adoption of Tri-Cities Urban Redevelopment Plan.

(a) The Parties acknowledge and agree that they each support achievement of the desired results expressed within the Tri-Cities Plan, accept the research upon which the Tri-Cities Plan was developed, and adopt the Tri-Cities Plan in good faith with the shared goal of jointly following said Tri-Cities Plan when exercising the powers granted to them pursuant to the Urban Redevelopment Law.

(b) The Parties acknowledge and agree that each Party shall bear sole responsibility for implementation of the Tri-Cities Plan within its own urban redevelopment area located within its particular geographic limits, and no Party shall be required or obligated to obtain the approval or opinion of any other Party before acting pursuant to the Tri-Cities Plan within its own geographic limits.

(c) The Parties also acknowledge and agree that the Tri-Cities Plan is intended as a framework by which they may accomplish common goals beneficial to each Party's respective urban redevelopment area so that urban redevelopment may be achieved uniformly, efficiently, and cohesively throughout the Parties' urban redevelopment areas.

(d) The Parties further acknowledge and agree that each Party shall maintain sole responsibility for implementation of its individual urban redevelopment plan within its respective urban redevelopment area, and no Party shall be required or obligated to obtain the approval or opinion of any other Party before acting pursuant to its own urban redevelopment plan.

2. Term.

(a) The term of this Agreement shall commence on the date of this Agreement and shall terminate absolutely and without further obligation on the day before the fiftieth (50) anniversary of this Agreement's execution.

(b) Any Party may withdraw its adherence to this Agreement at any time upon thirty (30) days written notice to the other Parties hereto, and at such time when two or more of the

Parties have thusly terminated their participation in this Agreement, the Agreement shall automatically terminate and be of no further force or effect.

3. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(b) Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties intending to be legally bond hereby, have executed this Agreement as of the date first above written.

CITY OF FOREST PARK, GEORGIA

Mayor

ATTEST:

AGREED AS TO FORM:

City Clerk

City Attorney

Signed, sealed, and delivered
in the presence of:

URBAN REDEVELOPMENT AGENCY OF THE CITY
OF FOREST PARK, GEORGIA

WITNESS

By: _____

Title: Chair

NOTARY PUBLIC

My commission expires: _____

(NOTARY SEAL)

ATTEST:

Title: _____

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

(SIGNATURES CONTINUED FROM FOLLOWING PAGE)

CITY OF LAKE CITY, GEORGIA

Mayor

ATTEST:

AGREED AS TO FORM:

City Clerk

City Attorney

Signed, sealed, and delivered
in the presence of:

URBAN REDEVELOPMENT AGENCY OF THE
CITY OF LAKE CITY, GEORGIA

WITNESS

By: _____
Title: Chair

NOTARY PUBLIC
My commission expires: _____

ATTEST:

(NOTARY SEAL)

Title: _____

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

(SIGNATURES CONTINUED FROM FOLLOWING PAGE)

CITY OF MORROW, GEORGIA

Mayor

ATTEST:

AGREED AS TO FORM:

City Clerk

City Attorney

Signed, sealed, and delivered
in the presence of:

URBAN REDEVELOPMENT AGENCY OF THE
CITY OF MORROW, GEORGIA

WITNESS

By: _____

Title: Chair

NOTARY PUBLIC

My commission expires: _____

(NOTARY SEAL)

ATTEST:

Title: _____

EXHIBIT A

[SEE ATTACHED MAP]

EXHIBIT B

[SEE ATTACHED MAP]

EXHIBIT C

[SEE ATTACHED MAP]

EXHIBIT D

[SEE ATTACHED PLAN]