



come to tomorrow
MORROW, GEORGIA

Regular Council Meeting

October 11, 2016

Public Package

CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL

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

**Please return to
be viewed by
others**

1. Work Session Agenda [Pg. 1-2](#)
2. Ord. 2016-08 Meeting Time [Pg. 3-6](#)
3. SPLOST Project List [Pg. 7-13](#)
4. Monthly Financial Rpts [Pg. 14-18](#)
5. Meeting Agenda [Pg.19-21](#)
6. Previous Mtg. Minutes [Pg.22-29](#)
7. Proclamation Morrow CAN [Pg.30-31](#)
8. QS/1 Software Upgrades [Pg.32-43](#)
9. SPLOST Purchase [Pg.44-46](#)
10. Baker Audio Visual [Pg.47-53](#)



come to morrow

MORROW, GEORGIA

CITY OF MORROW

1

Work Session Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

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

October 11, 2016

Work Session

5:30 pm

General Discussions

1. Enterprise Zone
2. Standard Operation Procedures (SOP)
3. Ordinance 2016-08- Meeting Times
4. Reynolds Road House
5. Community Garden Relocation
6. SPLOST Project List
7. Monthly Financial Reports



CITY OF MORROW

2

Ordinance 2016-08

Meeting Times

Formatted: Numbering: Continuous

1
2 CITY OF MORROW
3 STATE OF GEORGIA
4

5 ORDINANCE ~~2016-08~~
6 CITY OF MORROW, GEORGIA

7 PREAMBLE AND FINDINGS

8 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MORROW, GEORGIA;
9 TO AMEND TITLE 2, GENERAL GOVERNMENT, CHAPTER 1, GOVERNING BODY, SECTION 2-1-1,
10 REGULAR MEETINGS, SPECIAL MEETINGS TO ALLOW FOR ADDITIONAL MEETING TIMES FOR
11 THE COUNCIL TO CONDUCT OFFICIAL BUSINESS; TO PROVIDE FOR CODIFICATION; TO
12 PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN
13 ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED
14 BY LAW.

15 WHEREAS, the governing authority of the City of Morrow, Georgia (the "City") are the
16 Mayor and Council thereof; and

17 WHEREAS, the City has determined that to serve the needs of the community certain
18 amendments are needed in the Governing Body Ordinance; and

19 WHEREAS, the City has determined that such amendments to the Governing Body
20 Ordinance will provide additional meeting times for the Mayor and Council to conduct official
21 business;

22 WHEREAS, these amendments are necessary to further accommodate the Mayor and
23 Council in carrying out the business of the citizens of the City of Morrow; and

24 NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF
25 THE CITY OF MORROW, GEORGIA:

26 Section One.

27 That Section 2-1-1 of Chapter 1, Title 2 of the Code of Ordinances of the City of Morrow,
28 Georgia is hereby amended to read as follows:

29 "Sec. 2-1-1. Regular meetings; special meetings.

- 30 (a) Regular meetings of the mayor and council shall be held at the Morrow Municipal
31 Complex on the second and fourth Tuesday of each month at 7:30 p.m. ~~Work~~
32 ~~sessions shall begin at 6:30 p.m. preceding the regular meetings, except on the~~
33 ~~second Tuesday of each month when the work session may begin at 5:30~~
34 ~~p.m. Work Sessions shall begin at 6:00p.m. preceding the regular meetings.~~
35

- 36 (b) *Where the day for a regular meeting falls upon a day which is a legal holiday in this*
 37 *state, the meeting may be held upon a day and at an hour to be designated by the*
 38 *mayor at least four days before the legal holiday, at which meeting all matters shall*
 39 *be taken up which might have come before the meeting as regularly set.*
- 40
- 41 (c) *Special meetings of the mayor and council may be held on call as provided in the*
 42 *city charter.*
- 43
- 44 (d) *Only business stated in the call may be transacted at a special meeting.*
- 45
- 46 (e) *Notice of any special meeting may be waived by a council member in writing*
 47 *before or after a special meeting, and attendance at the meeting shall also*
 48 *constitute a waiver of notice on any business transacted in the council member's*
 49 *presence.*
- 50
- 51 (f) *Any meeting of the mayor and council may be continued or adjourned from day to*
 52 *day, or for more than one day, but no adjournment shall be for a longer period than*
 53 *until the next regular meeting thereafter."*
 54

55 **Section Two.**

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

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

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

74 **Section Three.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
 75 repealed.

76 **Section Four.** The effective date of this Ordinance shall be the date of adoption unless otherwise
 77 stated herein.

78

79

80

81

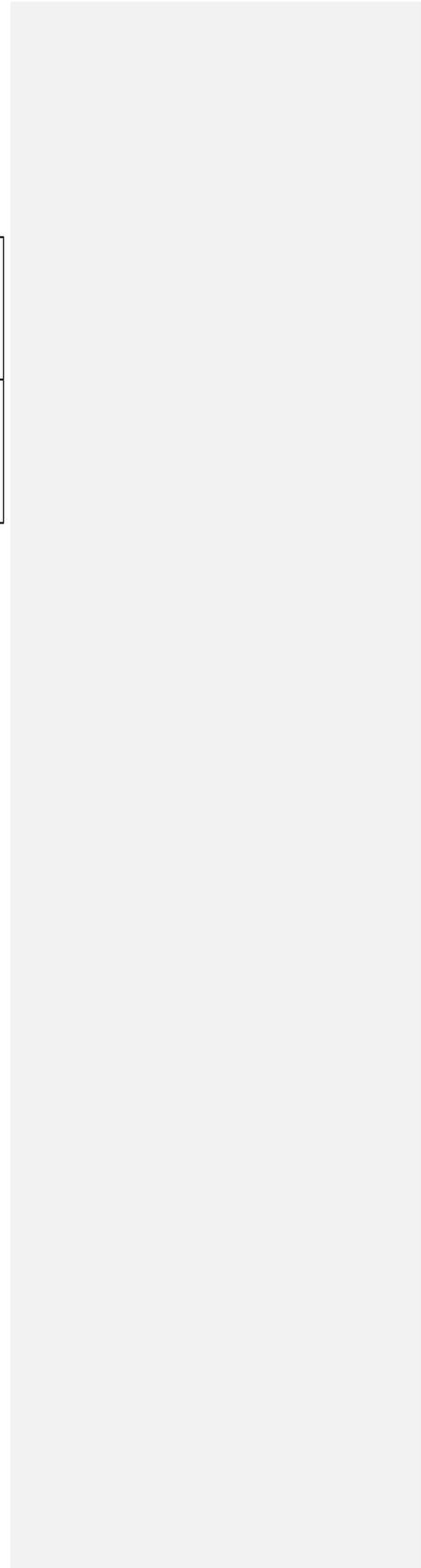
82

83

84
85 | **ORDAINED** this _____ day of _____, 20164.
86

	CITY OF MORROW, GEORGIA <u>Jeffrey A. DeTar</u> , Mayor
ATTEST: <u>Yasmin Julio</u> , City Clerk	AGREED AS TO FORM: <u>Steven M. Fincher</u> , City Attorney

87
88
89
90





CITY OF MORROW

3

SPLOST Project List

City of Morrow
 2014 SPLOST
 2016 CAPITAL PROJECTS LIST

RESURFACING/RD:

Original Est.	Expenditures to Date	Remaining Bal.	Proposed Project List
1,559,694			
	LMIG Match	58,895.89	
		1,500,798.11	
			Tie-in to Underpass 150,000
			Curb/Drainage & Roadway
			Huie 100,000
			Meadowbrook 75,000
			Lake Harbin 400,000
			Mt. Zion Median Lands 75,000
			I75 Interchange Landsc: 300,000
			LMIG Match 33,625
			Signal Upgrades 300,000
			Mt. Zion Resurfacing 275,000
			Balance After Projects 1,708,625
			-207,826.89

City of Morrow
 2014 SPLOST
 2016 CAPITAL PROJECTS LIST

VEHICLES:

Original Est.	Expenditures to Date	Remaining Bal.	Proposed Project List
1,600,250.00			
		1,600,250.00	
		(already approved	Medic I 160,000
			Medic 2 160,000
			Quint 1,000,000
			Patrol Cars X 4 150,000
			All Terrain Vehicle for P: 20,000
			Utility Vehicle 24,000
			Code Enforcement 20,000
			City Manager Vehicle 25,000
			1,559,000
		Balance After Projects	
		41,250.00	

City of Morrow
 2014 SPLOST
 2016 CAPITAL PROJECTS LIST
EQUIPMENT:

Original Est.	Expenditures to Date	Remaining Bal.	Proposed Project List
249,821.00			
	Firewal Server	8,210.55	
		241,610.45	
			Body Cameras X 30 25,000
			Camera Storage 80,000
			License Plate Readers X 2 50,000
			AV upgrades CR
			AV upgrades Tourist Center
			Infrared Camera (FLIR) 3,500
			Speed Trailer 20,000
			Tasers X 20 24,000
			Patrol Laptops PD X 20 10,000
			212,500
		Balance After Projects	
		29,110.45	

City of Morrow
2014 SPLOST
2016 CAPITAL PROJECTS LIST

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



CITY OF MORROW

4

Monthly Financial Reports

CITY OF MORROW, GEORGIA
DETAIL OF CASH AND CASH LIKE ACCOUNTS BY FUND
AS OF SEPTEMBER 30, 2016

	<u>TOTAL</u>	<u>GENERAL FUND</u>	<u>SPECIAL REVENUE FUND</u>				<u>CAPITAL PROJECTS</u>		<u>SANITATION</u>
			<u>E-911</u>	<u>HOTEL MOTEL</u>	<u>PRODUCT DEVELOP</u>	<u>RENTAL CAR EXCISE</u>	<u>2008 SPLOST</u>	<u>2014 SPLOST</u>	
CASH IN BANK:									
111110 PNC Bank - Operating Acct	\$ 1,116,684.79	\$ 67,118.66	\$ 16,944.55	\$ 702,715.64	\$ 254,544.12	\$ -	\$ -	\$ -	\$ 75,361.82
111118 RBC Sanitation Deposits	3,322.17	-	-	-	-	-	-	-	3,322.17
111124 Regions Bank - SPLOST 2008	740,780.82	-	-	-	-	-	740,780.82	-	-
111126 Regions Bank - SPLOST 2014	1,143,587.82	-	-	-	-	-	-	1,143,587.82	-
INVESTMENTS:									
111305 Local Government Invest Pool	2,746,338.93	2,746,338.93	-	-	-	-	-	-	-
INTERFUND CASH BALANCES									
121900 Due To / From	-	19,217.61	-	-	-	-	18.11	(19,235.72)	-
	<u>\$ 5,750,714.53</u>	<u>\$ 2,832,675.20</u>	<u>\$ 16,944.55</u>	<u>\$ 702,715.64</u>	<u>\$ 254,544.12</u>	<u>\$ -</u>	<u>\$ 740,798.93</u>	<u>\$ 1,124,352.10</u>	<u>\$ 78,683.99</u>

CITY OF MORROW, GEORGIA
SUMMARY OF BUDGET TO ACTUALS
PERIOD ENDED SEPTEMBER 30, 2016

	<u>BUDGETED</u> <u>AMOUNT</u>	<u>ACTIVITY</u> <u>TO DATE</u>	<u>FAVORABLE</u> <u>(UNFAVOR)</u> <u>VARIANCE</u>	<u>PERCENT</u> <u>TO DATE</u>
GENERAL FUND				
<u>REVENUES</u>				
General Property Taxes	\$ 2,388,618.00	\$ 18,161.96	\$ (2,370,456.04)	0.76%
Franchise Taxes	678,081.00	10,092.58	(667,988.42)	1.49%
General Sales and Use Taxes	1,959,225.00	328,318.58	(1,630,906.42)	16.76%
Alcoholic Beverage Taxes	118,772.00	21,401.89	(97,370.11)	18.02%
Business Taxes	1,272,605.00	54,621.97	(1,217,983.03)	4.29%
Licenses and Permits	241,353.00	16,348.45	(225,004.55)	6.77%
Intergovernmental Revenues	53,530.00	50,175.53	(3,354.47)	93.73%
Charges for Services	270,080.00	32,429.28	(237,650.72)	12.01%
Fines and Forfeitures	1,193,760.00	182,968.18	(1,010,791.82)	15.33%
Investment Income	4,103.00	2,901.51	(1,201.49)	70.72%
Miscellaneous Revenue	33,304.00	7,133.18	(26,170.82)	21.42%
Other Financing Sources	532,733.00	101,145.24	(431,587.76)	18.99%
Total Budgeted Revenues	<u>\$ 8,746,164.00</u>	<u>\$ 825,698.35</u>	<u>\$ (7,920,465.65)</u>	<u>9.44%</u>
 <u>APPROPRIATIONS</u>				
Mayor and Council	\$ 349,016.00	\$ 17,204.25	\$ 331,811.75	4.93%
City Clerk	74,778.00	15,649.90	59,128.10	20.93%
City Manager	170,883.00	29,170.89	141,712.11	17.07%
General Administration	91,965.00	19,413.33	72,551.67	21.11%
Finance	260,665.00	41,392.66	219,272.34	15.88%
Law	180,000.00	4,347.17	175,652.83	2.42%
Information Technology	91,228.00	17,178.34	74,049.66	18.83%
General Buildings	103,463.00	13,562.08	89,900.92	13.11%
Municipal Court	433,633.00	54,560.63	379,072.37	12.58%
Police	2,388,835.00	475,419.28	1,913,415.72	19.90%
Fire	2,322,940.00	514,476.86	1,808,463.14	22.15%
E-911 Communications	100,000.00	-	100,000.00	0.00%
Capital Outlay (2014 SPLOST)	-	-	-	N/A
Public Works	1,089,753.00	207,279.71	882,473.29	19.02%
Planning and Zoning	120,749.00	20,104.89	100,644.11	16.65%
Economic Development	532,987.00	10,224.96	522,762.04	1.92%
Tourism	52,671.00	9,983.66	42,687.34	18.95%
Debt Service	315,664.00	32,839.75	282,824.25	10.40%
Other Financing Uses	136,383.00	78,201.00	58,182.00	57.34%
Total Budgeted Appropriations	<u>\$ 8,815,613.00</u>	<u>\$ 1,561,009.36</u>	<u>\$ 7,254,603.64</u>	<u>17.71%</u>

Salaries and Benefits to be distributed:

<i>Morrow Conference Center</i>	-	-	-	N/A
---------------------------------	---	---	---	-----

**CITY OF MORROW, GEORGIA
SUMMARY OF BUDGET TO ACTUALS
PERIOD ENDED SEPTEMBER 30, 2016**

	<u>BUDGETED AMOUNT</u>	<u>ACTIVITY TO DATE</u>	<u>FAVORABLE (UNFAVOR) VARIANCE</u>	<u>PERCENT TO DATE</u>
<i>E-911 SPECIAL REVENUE FUND</i>				
<u>REVENUES</u>				
Charges for Services	\$ 47,573.00	\$ 14,914.65	\$ (32,658.35)	31.35%
Other Financing Sources	<u>104,269.00</u>	<u>78,201.00</u>	<u>(26,068.00)</u>	<u>75.00%</u>
Total Budgeted Revenues	<u>\$ 151,842.00</u>	<u>\$ 93,115.65</u>	<u>\$ (58,726.35)</u>	<u>61.32%</u>
 <u>APPROPRIATIONS</u>				
E-911 Communications	<u>\$ 151,842.00</u>	<u>\$ 76,171.10</u>	<u>\$ 75,670.90</u>	<u>50.16%</u>
 <i>HOTEL TAX SPECIAL REVENUE FUND</i>				
<u>REVENUES</u>				
Selective Sales and Use Tax	<u>\$ 925,000.00</u>	<u>\$ 184,242.21</u>	<u>\$ (740,757.79)</u>	<u>19.92%</u>
 <u>APPROPRIATIONS</u>				
Tourism	\$ 954,688.00	\$ -	\$ 954,688.00	0.00%
Other Financing Uses	<u>520,312.00</u>	<u>103,636.24</u>	<u>416,675.76</u>	<u>19.92%</u>
Total Budgeted Appropriations	<u>\$ 1,475,000.00</u>	<u>\$ 103,636.24</u>	<u>\$ 1,371,363.76</u>	<u>7.03%</u>
 <i>RENTAL VEHICLE EXCISE TAX SR FUND</i>				
<u>REVENUES</u>				
Selective Sales and Use Tax	<u>\$ 41,500.00</u>	<u>\$ 7,054.41</u>	<u>\$ (34,445.59)</u>	<u>17.00%</u>
 <u>APPROPRIATIONS</u>				
Other Financing Uses	<u>\$ 41,500.00</u>	<u>\$ 7,054.41</u>	<u>\$ 34,445.59</u>	<u>17.00%</u>
 <i>PRODUCT DEVELOPMENT SR FUND</i>				
<u>REVENUES</u>				
Other Financing Sources	<u>\$ 173,437.00</u>	<u>\$ 34,545.41</u>	<u>\$ (138,891.59)</u>	<u>19.92%</u>
 <u>APPROPRIATIONS</u>				
Tourism	<u>\$ 348,437.00</u>	<u>\$ -</u>	<u>\$ 348,437.00</u>	<u>0.00%</u>

**CITY OF MORROW, GEORGIA
SUMMARY OF BUDGET TO ACTUALS
PERIOD ENDED SEPTEMBER 30, 2016**

	<u>BUDGETED AMOUNT</u>	<u>ACTIVITY TO DATE</u>	<u>FAVORABLE (UNFAVOR) VARIANCE</u>	<u>PERCENT TO DATE</u>
<i>SANITATION ENTERPRISE FUND</i>				
<u>REVENUES</u>				
Charges for Services	\$ 1,005,686.00	\$ 134,954.89	\$ (870,731.11)	13.42%
<u>APPROPRIATIONS</u>				
Sanitation	\$ 896,328.00	\$ 83,009.73	\$ 813,318.27	9.26%
Other Financing Uses	109,358.00	25,000.00	84,358.00	22.86%
Total Budgeted Appropriations	<u>\$ 1,005,686.00</u>	<u>\$ 108,009.73</u>	<u>\$ 897,676.27</u>	<u>10.74%</u>
<i>MORROW CENTER ENTERPRISE FUND</i>				
<u>REVENUES</u>				
Charges for Services	\$ 209,000.00	\$ 50,881.56	\$ (158,118.44)	24.35%
Miscellaneous Revenue	5,000.00	22.00	(4,978.00)	0.44%
Other Financing Sources	32,114.00	-	(32,114.00)	0.00%
Total Budgeted Revenues	<u>\$ 246,114.00</u>	<u>\$ 50,903.56</u>	<u>\$ (195,210.44)</u>	<u>20.68%</u>
<u>APPROPRIATIONS</u>				
Morrow Center	<u>\$ 246,114.00</u>	<u>\$ 48,476.68</u>	<u>\$ 197,637.32</u>	<u>19.70%</u>



CITY OF MORROW

5

Meeting Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

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

Regular Meeting

October 11, 2016

Agenda

7:30 pm

CALL TO ORDER:

Mayor Jeffrey A. DeTar

PLEDGE OF ALLEGIANCE:

All

MOMENT OF SILENCE:

Mayor Jeffrey A. DeTar

1. ROLL CALL:

2. CONSENT AGENDA:

1. Approval of September 27, 2016, Regular Meeting Minutes
2. Approval of September 27, 2016, Work Session Minutes
3. Approval of September 27, 2016, Executive Session Minutes
4. Approval of October 8, 2016, Special Called Meeting Minutes
5. Approval of October 8, 2016, Executive Session Minutes
6. Approval of Attorney Invoice- Fincher Denmark & Minnifield invoice 3179 dated September 13, 2016, in the amount of \$5,430.84 for period August 1, 2016- August 30, 2016
7. Approval of Attorney Invoice- Fincher Denmark & Minnifield FAA invoice 3174 dated September 13, 2016 in the amount of \$1,936.87 for period August 1, 2016- August 31, 2016
8. Approval of Attorney Invoice- Fincher Denmark & Minnifield FAA invoice 3158 dated August 15, 2016 in the amount of \$1,154.92 for period July 1, 2016 -July 31, 2016

3. MEETING AGENDA:

1. Approval of October 11, 2016 Meeting Agenda

4. AWARDS AND RECOGNITION:

*The meeting will be held in the Council Chambers of the Morrow Municipal Complex
1500 Morrow Road. Morrow, GA 30260*



1. **Proclamation** from Mayor and Council to the Morrow Community Action Network (CAN) in recognition for their continued service in the community.

(Presented by: Mayor Jeffrey DeTar)

5. PUBLIC COMMENTS ON AGENDA ITEM:

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

6. NEW BUSINESS (Actionable Items):

1. Approval to authorize Mayor DeTar to execute a new agreement with QS1 to expand the scope of work of the current agreement. The expanded scope for this authorization shall not exceed a \$50,000 initial investment. Any proposal from QS1 that has an initial investment greater than \$50,000 must come back to the Council for approval

(Presented by Emory McHugh, Finance Director and Anou Sothsavath, Public Works Director)

2. Approval to send 6 month disconnect notice to Georgia Power to begin process of assessment for LED lighting

(Presented by Anou Sothsavath, Public Works Director)

3. Approval of SPLOST Expenditure- Base Radios

(Presented by Elton Poss, Battalion Chief)

4. Approval to authorize Mayor DeTar to execute 2 year renewal agreement with Baker Audio Visual for audio visual services at the Morrow Center

(Presented by Sylvia Redic, City Manager)

8. GENERAL COMMENTS:

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

9. ADJOURNMENT:



come to morrow

MORROW, GEORGIA

CITY OF MORROW

6

Previous Meeting Minutes



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCILMEMBERS

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

Regular Meeting

September 27, 2016

Minutes

7:41 pm

Mayor Jeffrey DeTar called the Regular Council Meeting of the Morrow City Council to order at 7:41pm on September 27, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

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

ROLL CALL:

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

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

CONSENT AGENDA:

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

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

MOTION AND VOTE: **Mayor Pro Tem Jeanell Bridges** made the motion to approve the consent agenda, seconded by **Councilman Larry Ferguson.** The motion passed unanimously, 3-0.

MEETING AGENDA:

Mayor Jeffrey DeTar called for a motion to approve September 27, 2016 Meeting Agenda.



MOTION AND VOTE: Councilman Larry Ferguson made the motion to approve the meeting agenda, seconded by Mayor Pro Tem Jeanell Bridges. The motion passed unanimously, 3-0.

PRESENTATIONS:

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

Zoning Administrator Marti Tracy advised Council that the Planning and Zoning Board currently has no vacancies with the seating of its newest member Wayne Collins. She also mentioned the opening of a new store called Cycle Gear off of Mt. Zion Rd. Finally she stated that next month the board anticipated electing a new Vice-Chair

APPOINTMENTS:

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

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

MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made the motion to approve the appointment of Essie West as Administrative Officer during absence of the City Manager, seconded by Councilman Larry Ferguson. The motion passed unanimously, 3-0.

PUBLIC COMMENTS ON AGENDA ITEMS:

No comments were made

OLD BUSINESS:

1. Budget Adjustments
Second Reading of Ordinance 2016-06

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

(Presented by Emory McHugh, Finance Director)

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



MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made the motion to approve this item, seconded by Councilman Larry Ferguson. The motion passed unanimously, 3-0.

2. Flood Plain Ordinance Amendment

Second Reading of Ordinance 2016-07- Floodplain

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

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

MOTION AND VOTE: Councilman Larry Ferguson made the motion to approve this item, seconded by Mayor Pro Tem Jeanell Bridges. The motion passed unanimously, 3-0.

GENERAL COMMENTS:

Citizen Comments:

Warren Gregory
State Representative Valencia Stovall
Dorothy Dean

Staff Comments:

Captain Jeff Moss
City Manager Sylvia Redic

Council members Comments:

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

ADJOURNMENT:

Mayor Jeffrey DeTar called for a motion to adjourn the September 27, 2016 Regular Council Meeting.



MOTION AND VOTE: Councilman Larry Ferguson made a motion, seconded by **Mayor Pro Tem Jeanell Bridges**. The motion passed unanimously, 3-0.

The Regular Council Meeting was adjourned at 8:11pm.

Approved this 11th day of October, 2016.

Attest

Yasmin Julio, City Clerk

CITY OF MORROW, GEORGIA

Jeffrey A. DeTar, Mayor

Seal



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

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

September 27, 2016

Work Session Minutes

6:34 pm

Mayor Jeffrey DeTar called the Work Session to order at 6:34pm on September 27, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

Those present were **Mayor Jeffrey DeTar, Mayor Pro Tem Jeanell Bridges, Councilman Larry Ferguson, and Councilman Christopher Mills. Councilwoman Hang Tran** had an excused absent.

General Discussions of Items

1. SPLOST Project List

- **Mayor informed Council that it was concluded that the city is responsible for paying Mt. Zion Rd within the city limits**
- **Councilman Ferguson questioned whether a fence could be installed around the pond if it is in a floodway**
- **City Manager mentioned the \$100k listed on the SPLOST list for software upgrades was a estimate based on previous quotes however current options would allow a drastic savings from what was estimated**

2. QS/1-Software Upgrades

- **Public Works Director Anou Sothsavath informed council that this new software will allow for online payment capabilities and optimize current procedures for taking payments**
- **Mayor Jeffrey DeTar questioned whether the company's software coding was proprietary, he directed staff to locate information pertaining to this matter**
- **City Manager Sylvia Redic mentioned that an RFB was not necessary since we will be expanding the current scope of what QS/1 currently offers**

3. LED Lighting Updates

- **Public Works Director Anou Sothsavath explained that these LED updates pertained solely to the Green fluted pedestrian lights on the main corridors. It would not include interstate lights or entrances to neighborhoods**



- **City Manager Sylvia Redic mentioned that the transition may not end up with a cost savings, she was informed by GA Power that it may result in an increase however a final amount will not be able to be established until the lights begin to burn**
- **Public Works Director Anou Sothsavath stated that in order for GA Power to complete an assessment the Council will have to send a 6 month disconnect notice, the assessment may take several months to complete**

4. Fire Chief Candidate Interviews

- **Consensus made that Council will conduct interviews on Saturday, October 8, 2016 meeting at 8:00am and the first interview beginning at 8:30am**

Attorney Invoices for Review

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

EXECUTIVE SESSION:

Mayor Jeffrey DeTar called for a motion to recess the **September 27, 2016 Work Session** and convene into **Executive Session** to discuss legal and personnel matters.

MOTION AND VOTE: Councilman Larry Ferguson made the motion, seconded by **Mayor Pro Tem Jeanell Bridges**, the motion passed unanimously, 3-0.

The Executive Session began at 7:06pm

Mayor Jeffrey DeTar called for a motion to reconvene the **September 27, 2016 Work Session** and adjourn the **Executive Session**.

MOTION AND VOTE: Councilman Larry Ferguson made the motion, seconded by **Councilman Christopher Mills**, the motion passed unanimously, 3-0.

The Executive Session ended at 7.41pm.

The Work Session ended at 7:41pm.



Approved this 11th day of October, 2016.

Attest

CITY OF MORROW, GEORGIA

Yasmin Julio, City Clerk

Jeffrey A. DeTar, Mayor



CITY OF MORROW

7

Proclamation

Morrow CAN

PROCLAMATION

MORROW Community Action Network *“Morrow CAN”*

- WHEREAS: The founders and organizers of the Morrow Community Action Network are passionate, enthusiastic, dedicated, service oriented citizens who are always willing to donate their time and energy to the benefit of the City of Morrow; and
- WHEREAS: The effort and inspiration of the Morrow Community Action Network have generated the productive project-specific groups Pathway Partners & Neighbors Helping Neighbors; and
- WHEREAS: MORROW CAN provides community service as well as fun and fellowship activities, such as Recreational BINGO and Seasonal Yard Sales, for our community’s enjoyment; and
- WHEREAS: The members of Morrow CAN have diligently taken their ideas beyond the drawing-board as they envision a stronger, more cohesive Morrow community; and
- WHEREAS: The Mayor and Council of the City of Morrow express sincere appreciation to the shining example of proactive citizenship that is the Morrow Community Action Network.

NOW, THEREFORE, I, Jeffrey A. DeTar, Mayor of the City of Morrow invite all citizens to recognize and support the members and activities of the MORROW COMMUNITY ACTION NETWORK.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Morrow to be affixed this 11th day of October, 2016.

Jeffrey A. DeTar, Mayor



CITY OF MORROW

8

QS/1 Agreement



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

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

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

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

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

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

Description of Agreement for Software and Services

Agreement to purchase: INTERNET and IVR PAYMENTS

CENTRALIZED COLLECTION

PAYROLL

MUNICIPAL TAX COLLECTIONS

Agreement to purchase: INTERNET PAYMENTS FOR UTILITY BILLING

CENTRALIZED COLLECTION

Details for Internet Payment Credit Card Transaction Fees

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

Option A (convenience fee paid by utility customer)

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

Total Amount of Bill x .0295 (2.95%)

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

Option B (transaction fee paid by Utility)

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

Current Utility Program Processing Fees*

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

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

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

Over the Counter Credit Card Transactions

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

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

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

PROPOSAL FOR CITY OF MORROW

PREPARED BY: JIM CARROLL

CITY OF MORROW
 1500 MORROW RD
 MORROW, GA 30260

E X H I B I T A

 SOFTWARE COSTS

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

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

Terms of Contract

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

Invoicing

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

Investment Totals

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

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

Initial Payment Terms

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

Maintenance Schedule for First Year¹

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

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

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

Maintenance

II. Software Maintenance:

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

Software Licensing

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

Conversion of Data

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

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

Training

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

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

IMPORTANT

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

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

Governing Law and Jurisdiction

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

No Third-Party Beneficiary

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

Express Warranties, Disclaimers and Damage Limits

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

Complete Agreement

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

Terms

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

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

Signatures and Initials

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

Initials

Software Maintenance

Bill us:

Quarterly

Annually

Training

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

Software

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

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

City Of Morrow

By: _____

By: _____

Jim Carroll

Title: Sales Representative

Title: _____

Date: _____

Date: _____

**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG**

SOFTWARE LICENSE AGREEMENT

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

1. RECITALS

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

2. LICENSE

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

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

3. CONSIDERATION.

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

4. COPIES.

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

5. SOFTWARE OWNERSHIP.

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

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

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

6. TITLE TO SOFTWARE AND CONFIDENTIALITY.

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

7. PATENT AND COPYRIGHT INDEMNIFICATION.

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

8. DELIVERY AND ACCEPTANCE.

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

9. HARDWARE REQUIREMENTS.

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

10. WARRANTY.

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

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

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

11. RESPONSIBILITIES OF LICENSE.

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

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

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

12. TAXES.

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

13. ASSIGNMENT.

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

14. TERMINATION.

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

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

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

15. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

WITNESSES SIGNATURES:

Licensor

By _____

By _____

As to Licensor

WITNESSES SIGNATURES:

Licensee

By _____

By _____

As to Licensee

LICENSOR: J M SMITH CORPORATION

d/b/a QS/1 Data Systems

By: _____

Jim Carroll

Title: _____

Sales Representative

LICENSEE: City Of Morrow

Anou Sothsavath ()

Title: _____

By: _____



CITY OF MORROW

9

SPLOST Expenditure

Base Radios



Statement of Work

City of Morrow fire department (COMFD) base radios with day/night mode

Diversified Electronics Inc. (DEI) has designed and proposed the installation and day/night mode function for two (2) new base radios at (COMFD) fire station thirty-one (31) and thirty-two (32).

COMFD responsibilities

- COMFD will be responsible for providing (DEI) a location for the new base radios.
- COMFD will be responsible for providing one (1) 15-20 AMP 110/120V AC circuit to within 6 feet of the new base radio location.
- COMFD will provide access as needed to complete the project in a timely manner.

DEI responsibilities

- DEI will install the new base radios at a customer supplied location.
- DEI will supply and install a new mag mount antenna in the ceiling above the new base radios.
- DEI will supply and install the day/night interface box and connect to the new base radios.
- DEI will connect the new base radio to the existing PA system.
- DEI will program Clayton County MCC 7500 consoles for Morrows talk groups and call alert functionality.
- The pricing above is based on all work being completed during normal business hours (8:00 am through 5:00 pm, excluding weekends and holidays). Thank you for the opportunity to provide you with this quote. Please contact me if you have any questions or need more information.



come to **morrow**
MORROW, GEORGIA

CITY OF MORROW

10

Baker Audio Visual



www.BakerAudioVisual.com

Celebrating 62 Years of Audio Visual Innovation

Service Consultant: David Privitera

Mobile: 678-215-8888

Email: david.privitera@bakeraudiovisual.com

The Morrow Center

1180 Southlake Cir. #100 Morrow, GA 30260

Leslie Farr-McPhan: 678-489-5161 Email: leslie@cityofmorrow.com

Thank you for your decision to choose Baker Audio Visual for all of your audio, visual, and technology needs. *For over 60 years*, Baker Audio Visual has been consistent at building a strong reputation for innovative technology, valued relationships, and world class customer support.

Please review the following summary of the Managed Service Commitment for **City of Morrow - The Morrow Center**, located at **1180 Southlake Cir. #100 Morrow, GA 30260**, a preventative maintenance and labor offering from Baker Audio Visual to provide long-term maintenance and support for the efficiency and performance of your system(s).

Annual Pricing, Year 1 >>> **\$ 12,376.39**

2-Year Term, RENEWAL

Annual Pricing, Year 2 >>> **\$ 12,811.44**

SUMMARY OF SERVICES

Two (2) On-site Preventative Maintenance Visits

- A Baker Customer Support Engineer (CSE) will perform Preventative Maintenance on your equipment Two (2) times per year
- Visits are scheduled quarterly OR at your request based on privately scheduled events

Priority Response

- Your service requests will be given priority response in our service call center over clients that do not have service agreements
- A Baker CSE will return your call *by telephone* within three (3) hours of notification during normal business hours

48-Hour On-site Normal Response

- The Baker service coordinator will schedule a service call if the CSE is unable to troubleshoot the service issue over the phone
- A Baker CSE will be on-site during normal business hours within forty-eight (48) hours of your notification for non-emergency calls

24-Hour On-site EMERGENCY Response

- A Baker CSE will be on-site during normal business hours within twenty-four (24) hours of your notification for Emergency service calls

Unlimited Service Calls

- All labor hours for service calls incurred by a Baker CSE during normal business hours shall be covered as part of this service agreement

Training and On-site Support

- Five (5) hours of training has been included in this agreement for technical staff and non-admin personnel
- Ten (10) hours of on-site support will be provided by a CSE for critical meetings or special events

Miscellaneous Parts Allowance - \$1,500.00

- Pre-determined allowance for miscellaneous parts, such as projector lamps, filters, wall plates, patch cables, signal interfaces, etc.

Discounts on Consumable Items and Repair Parts - 10% Accommodation

- As a valued Baker client, you will receive a 10% discount for any future consumable items, repairs, and repair parts

Unlimited Telephone Support

- You will receive unlimited telephone support to diagnose and / or troubleshoot any service and operation related issues

***** PLEASE SEE THE ATTACHED DETAILS FOR FURTHER CLARIFICATION ON YOUR COVERAGE *****



Service Amendment One
City of Morrow – The Morrow Center
 (Support Amendment, REVISED 9/12/2016)

This Amendment One (**herein "Amendment"**) to the Service Agreements dated 9/1/2014 through 8/31/2016 is made by and between **Baker Interactive Services, LLC d/b/a Baker Audio Visual**, a Georgia Corporation, with principal offices at 2195 North Norcross Tucker Road, Norcross, Georgia 30071 (**herein "BAKER"**) and **City of Morrow – The Morrow Center (herein "CUSTOMER")**, located at **1180 Southlake Circle #100 – Morrow, GA 30260**. In consideration of the mutual agreements herein contained, BAKER agrees to provide the following services described for the equipment and components that CUSTOMER has purchased (**herein "SYSTEM"**) for the term of this agreement, with reference to the following facts:

1. CUSTOMER and BAKER are parties to the Service Agreements, expiring 8/31/2016 ("Agreements"), which specifies that BAKER provide A/V maintenance services to City of Morrow – The Morrow Center.

1180 Southlake Circle #100
 Morrow, GA 30260

2. **Amendments** – CUSTOMER and BAKER desire to amend the terms of the Agreements as set forth below.
 - a. Definition of Terms – All capitalized terms used in this Amendment, but not specifically defined, will have the same meaning as they do under the Agreements.
 - b. Conflicts: Remaining Provisions – If there is any conflict between the provisions of this Amendment and the provisions of the Agreements, including any previous Amendments to the Agreements, the provisions of this Amendment One will control. Except as amended by this Amendment, all of the terms and conditions of the Agreement, including any previous Amendments to the Agreement, will remain in full force and effect.
 - c. Section 2i: Hardware – By this Amendment, BAKER shall invoice CUSTOMER for any equipment rental or contract services, such as the need for heavy equipment, boom lifts, and / or rigging devices required for access to repair or replace hardware. All costs shall be billed to CUSTOMER at a mutually agreed upon price at the time of service.
3. **Section 5: Term** – The term of this Amendment shall be for a period of **2-Years**. The active dates of this Amendment will commence 9/1/2016 through 8/31/2018.
4. **Pricing and Rates** – The CUSTOMER agrees to pay BAKER for the term of this Amendment:

<u>Description of Services</u>	<u>Rate</u>
1. Maintenance Agreement*, Year 1, 9/1/2016 through 8/31/2017	\$ 12,376.39
2. Maintenance Agreement*, Year 2, 9/1/2017 through 8/31/2018	\$ 12,811.44

**See Schedule A for more details.*



Service Amendment One
City of Morrow – The Morrow Center
 (Support Amendment, REVISED 9/12/2016)

OUT OF SCOPE AND TIME AND MATERIALS RATES

Baker Audio Visual: Time & Materials Service Rates			
ALL TIMES ARE BASED ON EASTERN STANDARD TIME MONDAY - FRIDAY (Excluding holidays observed by either BAKER and CUSTOMER)			
Standard Hours	\$125.00 / Hour	8:00 A.M. TO 5:00 P.M.	To be considered Normal Business Hours, (covered under this Agreement)
Overtime Hours	\$185.00 / Hour	5:00 P.M. TO MIDNIGHT	On-Site Support, 2-Hour Minimum
Premium Hours	\$225.00 / Hour	MIDNIGHT TO 8:00 A.M.	On-Site Support, 2-hour Minimum
Weekend / Holidays	\$250.00 / Hour	5:00 P.M. TO 8:00 A.M.	On-Site Support, 2-Hour Minimum

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreements as of the day and year specified above, and signed by their duly authorized representatives.

CITY OF MORROW – THE MORROW CENTER

BAKER AUDIO VISUAL

By: _____

By: _____

Name: _____

Name: Jenny Thompson

Title: _____

Title: Treasurer

Date: _____

Date: _____



Service Amendment One
City of Morrow – The Morrow Center
 (Support Amendment, REVISED 9/12/2016)

SCHEDULE A, Year-1

CUSTOMER agrees to pay BAKER the fixed amount(s) set forth below, and/or the hourly rates set forth below for each unit of services rendered by BAKER during the term of this agreement.

Pricing and Rates Year 1: 9 / 1 / 2016 through 8 / 31 / 2017

Description of Services	Annual Rate
1. Preventative Maintenance	\$ 5,989.50
2. Unlimited Service Calls	\$ 2,041.88
3. Training (5 hours) and On-site Support (10 hours)	\$ 2,041.88
4. Miscellaneous Parts Allowance	\$ 1,500.00
5. Engineering and Project Management	\$ 803.14
6. TOTAL ANNUAL SERVICE, Year 1	\$ 12,376.39

Other Pricing

Discount: 10% off MSRP on consumable goods (example – lamps, cables, wall plates)

Pricing and Rates Year 2: 9 / 1 / 2017 through 8 / 31 / 2018

Description of Services	Annual Rate
7. Preventative Maintenance	\$ 6,229.08
8. Unlimited Service Calls	\$ 2,123.55
9. Training (5 hours) and On-site Support (10 hours)	\$ 2,123.55
10. Miscellaneous Parts Allowance	\$ 1,500.00
11. Engineering and Project Management	\$ 835.26
12. TOTAL ANNUAL SERVICE, Year 2	\$ 12,811.44

Other Pricing

Discount: 10% off MSRP on consumable goods (example – lamps, cables, wall plates)



Service Amendment One
City of Morrow – The Morrow Center
 (Support Amendment, REVISED 9/12/2016)

COVERED EQUIPMENT

Qty.	Unit	Model Number	Manufacturer	Description
15	ea	INBOX X2	Atterotech	POE Cobranet Interface
1	ea	SP920P	BenQ	6000 Lumen XGA Video Projector
2	ea	AudiaFlexCM	Biamp	Digital Signal Processor w/ Cobranet
11	ea	IP2	Biamp	Two Channel Mic/Line Input Card
13	ea	OP2E	Biamp	Two Channel Mic/Line Output Card
7	ea	TPS-4LW	Crestron	3.6" Wall Mount Touch Panel, White
1	ea	C2N-CBD	Crestron	Keypad
7	ea	CNTBLOCK	Crestron	Cresnet Distribution Block
1	ea	AV2	Crestron	Professional Control System
1	ea	C2ENET-2	Crestron	2 Port Ethernet Card
1	ea	C2N-SPWS300	Crestron	300W Cresnet Power Supply
1	ea	TPMC-8LW	Crestron	8" Wall Mount Touch Panel, White
1	ea	DM-MD16x16	Crestron	Digital Media Switcher
1	ea	CNPWS-75	Crestron	75W Cresnet Power Supply
2	ea	DMCO-2222	Crestron	8 DM CAT 2/4 HDMI Output Card
4	ea	DM-RMC-100	Crestron	DM Receiver
12	ea	DM-RX-1G	Crestron	DM Receiver
15	ea	DM-TX-1G	Crestron	DM Transmitter
15	ea	DMC-CAT-DSP	Crestron	DM Input Card
1	ea	DMC-HD-DSP	Crestron	HDMI Input Card w/DSP For DM Switcher
1	ea	ST-IO	Crestron	Relay Box
1	ea	DL3B-9.5	Display Devices	Projector Lift
1	ea	EBR	Display Devices	Emergency Brake Release
1	ea	111335	Draper	220" Motorized Projection Screen
1	ea	218195	Draper	133" Cinefold Screen
1	ea	V11H286920	Epson	ProG 5350NL
1	ea	V12H004S03	Epson	Standard lens
18	ea	60-804-01	Extron	ASA 141 Passive Audio Combiner
2	ea	C10:8X	Lab Gruppen	8 Channel Amplifier
2	ea	C20:8X	Lab Gruppen	8 Channel Amplifier
2	ea	GS724TP	Netgear	24 Port POE Network Switch



Service Amendment One
City of Morrow – The Morrow Center
 (Support Amendment, REVISED 9/12/2016)

3	ea	LC52E77UN	Sharp	52" LCD Display
2	ea	PG1288/PG185	Shure	Dual Channel Combo Wireless Mic System
8	ea	SM58-CN	Shure	Dynamic Handheld Microphone w/ Cable
2	ea	SM57-LC	Shure	Dynamic Handheld Microphone
2	ea	MX410/S	Shure	Gooseneck Mic
2	ea	MX400DP	Shure	Desktop Base
1	ea	BDP-S5000	Sony	Blu Ray Player
2	ea	SX1120RT	SurgeX	Power Conditioner
2	ea	ICE20C	SurgeX	Power Conditioner
10	ea	8001 4530	Tannoy	CMS601 DCBM, 6" Ceiling Speaker
20	ea	80014230	Tannoy	CVS4, 4" Ceiling Speaker
24	ea	8001 3421	Tannoy	CMS12 TDC-8, 12" Ceiling Speaker
4	ea	1T-VS-658	TV-ONE	Cross Converter