



come to tomorrow
MORROW, GEORGIA

Regular Council Meeting

December 13, 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**

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CITY OF MORROW

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Work Session Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

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

December 13, 2016

Work Session

5:30 pm

Executive Session

To discuss legal and real estate matters

General Discussions

1. Lobbyist Proposal
2. Upcoming Board Appointments
 - DDA 4 Year Terms (terms set by Resolution 2011-09) - 7 members:
 - 1) Jim Duckworth
 - 2) Open seat: unoccupied
 - 3) Mayor Pro Tem Jeanell Bridges
 - URA (Three Year terms set by Resolution 2009-02):
 - 1) Dorothy Dean
 - 2) Bert Watkins
 - Morrow Housing Authority - 5 Year Terms Resolution 2016-01:
 - 1) Myron Maxey
3. State required amendments to Erosion and Sedimentation Control Ordinance
 - Final draft deadline from Fincher's office December 12, 2016
4. Monthly Financial Reports
5. 2017 Upcoming Decisions/Votes

Discussion of Agenda Items



1. Meeting Agenda Items

a. New Business Item

- Approval of City Manager's recommendation for RFP selection for Patrol Cars.
- Common area maintenance fee lawsuit litigation resolution and related Olde Town Morrow Issues
- Approval to authorize Mayor Jeffrey DeTar to execute agreement with Civentum

b. Ordinances/Resolutions

- Second Reading of Ordinance 2016-09 Meeting Cancellation
- Resolution 2016-05 Millage Rate
- First Reading of Ordinance 2017-01 Acting Judge



CITY OF MORROW

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FAA Lobbyist Proposal

AGREEMENT

BETWEEN

PIEDMONT PUBLIC AFFAIRS

AND

CLAYTON COUNTY ENTITIES

THIS AGREEMENT is made and entered into by and between **PIEDMONT PUBLIC AFFAIRS, LLC** hereinafter “**CONSULTANT**”, P.O. Box 1647, LaGrange, Georgia 30241, and **CLAYTON COUNTY ENTITIES**, a coalition of Clayton County Public Schools, Clayton County government School Board, Cities of College Park, Forest Park, Morrow, Lake City, Jonesboro, Riverdale, and Lovejoy hereinafter, “**CLAYTON COUNTY ENTITIES or CCE**”, Georgia.

It is hereby agreed between the parties:

1. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

The responsibility of the Consultant shall be to render intergovernmental relations services relative to the elimination and/or mitigation of the loss of the local sales taxes currently being collected on aviation fuel sales transactions in Clayton County issues before governmental entities in the State of Georgia, ~~and~~ US Congress, City of Atlanta, stakeholder airlinesmen and Federal agencies with the Consultant specifically monitoring and seeking to address the aviation fuel tax in any way favorable to the CCE.

- Establish and maintain contact, within the bounds allowable under applicable state law, with the Georgia Office of Governor, the Georgia General Assembly, the Georgia Environmental Facilities Authority, the Georgia Department of Community Affairs, the Georgia Department of Natural Resources, the Georgia Department of Revenue and other state agencies of jurisdiction Related to municipal government issues in Georgia.
- Actively monitor any and all regulatory issues and legislation before state agencies and the Georgia General Assembly as prescribed that could reduce or eliminate the local sales taxation of the aviation fuel commodity;
- Increase CCE’s identity among key state decision makers and stakeholders;
- Perform such other tasks as Clayton County Entities may, from time to time, assign;
- Provide Clayton County Entities with timely reports during active times of the Georgia General Assembly and on a daily basis forward relevant newspaper articles, analyses and important government announcements.

II. TERM

This agreement shall be effective as of ~~December~~~~November~~ 1, 2016 and shall continue until ~~June~~~~October~~ 30,2017, unless extended by the parties.

III. COMPENSATION

Clayton County Entities agrees to pay the Consultant ~~Four~~~~Five~~ Thousand (\$~~4~~~~5~~,000.00) Dollars per month.

The Consultant will send an invoice on the first of each month and payment is due by the end of each month. Clayton County Entities shall reimburse Consultant for reasonable and necessary expenses.

Reasonable and necessary shall not include hotel expenses within 150-mile radius of Consultant's home or gratuities in excess of fifteen percent (15%) of the total bill. Prior to reimbursement,

Consultant shall provide Clayton County Entities an itemization of said expenses and copies of all receipts.

IV. STATUS OF THE CONSULTANT

The consultant is an independent contractor performing professional services for the City of Clayton County Entities. Services shall be limited to rendering professional governmental relations services.

The consultant agrees not to purport to bind Clayton County Entities to any obligation not assumed herein by Clayton County Entities unless the Consultant has express written authority to do so, and then only within the strict limitations of that authority.

V. NOTICE

All notices, designations, consent, offers, acceptances or any other communication provided herein required to be in writing shall be given by registered, certified mail, return receipt requested, addressed to the parties as shown below:

Consultant: Piedmont Public Affairs, LLC
Attention, Dan Lee
P.O. Box 1647
LaGrange, Georgia 30241

Clayton County Entities:
c/o Mr. Steve Fincher

VI. LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia as to interpretation. Construction and performance, and jurisdiction shall lie with the courts of Fulton County Georgia.

VII. AMENDMENTS

This agreement may be amended, changed or modified only by written agreement executed by the parties hereto. No waiver of any provision of the Agreement shall be valid unless in writing and signed by the party charged.

VIII. CONFIDENTIALITY

Any information given to or developed by the Consultant in the performance of this Agreement shall be kept in confidence and shall not be made available to any individual or organization by the Consultant without the written approval of Clayton County Entities.

IX. ASSIGNMENT

The Consultant shall not assign or transfer any interest in this Agreement without the prior written approval of Clayton County Entities.

X. INVALIDITY AND SEVERABILITY

In the event that any provision of the Agreement shall be held to be invalid, such provision shall be null and void, and the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.

XI. COUNTERPARTS

This agreement may be executed and delivered by exchange of the facsimile copies showing the signatures of you and us. Those signatures need not be affixed to the same copy. Facsimile copies showing the signatures of you and us will constitute originally signed copies of the agreement requiring no further execution.

XII. THIRD PARTY RIGHTS

The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person.

XIII. SCOPE OF AGREEMENT

This Agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter thereto. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Agreement.

Time is of the essence in the performance of all the parties' obligations and duties under this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their

authorized representatives to execute this Agreement as of the date first above written.

PIEDMONT PUBLIC AFFAIRS, LLC

BY: _____
DAN LEE

CLAYTON COUNTY ENTITIES

BY: _____

PIEDMENT PUBLIC AFFAIRS, LLC

Contact Information

Dan Lee (404)964-8970 lee@piedmontpa.com

Yasmin Julio

From: Sylvia Redic
Sent: Tuesday, December 06, 2016 2:29 PM
To: Yasmin Julio
Subject: FW: Lobbyist Proposal for Services
Attachments: PIEDMONT PROPOSED AGREEMENT.docx

CITY OF MORROW ♦ CITY HALL
1500 MORROW ROAD ♦ MORROW, GA 30260



come to morrow
 MORROW, GEORGIA

Sylvia A. Redic, GPC
 City Manager
 (O)678.902.0937
 (F)770.960.3002

Email: sylviaredic@cityofmorrow.com

Website: www.cityofmorrow.com

From: Marshal Mitchell [<mailto:mmitchell@fdmlaw.onmicrosoft.com>]
Sent: Tuesday, December 6, 2016 12:14 PM
To: Al Wiggins (AWiggins@forestparkga.org); Sylvia Redic; Ricky Clark (rclark@jonesboroga.com); Eddie Robinson (erobinson@lakecityga.net); Terrence Moore (tmoore@collegeparkga.com)
Cc: 'S. Fincher'; jhancock@fmglaw.com; 'L'Erin Barnes' (lerin@lfbarneslaw.com); john O'Neal (joneal@fdmlegal.com)
Subject: FW: Lobbyist Proposal for Services

All

Last night CCPS approved an agreement for the lobbyist services committing \$2,000 per month for 4 months during the legislative session.

There was an error in the e-mail below in that Clayton County will consider the matter at tonight's meeting. Lovejoy and Riverdale have approved the arrangement.

The breakdown of cost is presented below. **PLEASE ADVISE ME IF YOUR CITY WILL PARTICIPATE IN THE FUNDING. THIS AMOUNT WOULD BE PART OF YOUR REGULAR MONTHLY INVOICE.**

Thank you!

From: Marshal Mitchell
Sent: Sunday, November 20, 2016 12:27 PM
To: Al Wiggins (AWiggins@forestparkga.org); Sylvia Redic (sylviaredic@cityofmorrow.com); Ricky Clark (rclark@jonesboroga.com); Eddie Robinson (erobinson@lakecityga.net); Terrence Moore (tmoore@collegeparkga.com)
Cc: Steve Fincher (sfincher@fdmlegal.com); 'Jack Hancock'; 'L'Erin Barnes' (lerin@lfbarneslaw.com); john O'Neal (joneal@fdmlegal.com)
Subject: Lobbyist Proposal for Services

Dan Lee, the lobbyist engaged by College Park, has proposed to assist CCE during this session of General Assembly (see proposal attached).

Our thoughts are that Dan could be helpful and we are going to need lots of help.

Please review agreement draft and let us know if you would be Ok with sharing cost. The cost numbers are stated below.

Clayton County, Lovejoy and Riverdale have already agreed to share.

I recommend that we approve.

Thanks.

66.59%	\$2,000.00	\$1,331.80	Clayton County
11.28%	\$2,000.00	\$225.60	Forest Park
8.75%	\$2,000.00	\$175.00	Riverdale
3.77%	\$2,000.00	\$75.40	Morrow
3.34%	\$2,000.00	\$66.80	Lovejoy
2.96%	\$2,000.00	\$59.20	Jonesboro
2.25%	\$2,000.00	\$45.00	Lake City
1.06%	\$2,000.00	\$21.20	College Park



CITY OF MORROW

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Monthly Financial Reports

CITY OF MORROW, GEORGIA
SUMMARY OF BUDGET TO ACTUALS
PERIOD ENDED NOVEMBER 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	\$ 30,808.30	\$ (2,357,809.70)	1.29%
Franchise Taxes	678,081.00	22,379.59	(655,701.41)	3.30%
General Sales and Use Taxes	1,959,225.00	661,856.10	(1,297,368.90)	33.78%
Alcoholic Beverage Taxes	118,772.00	41,171.94	(77,600.06)	34.66%
Business Taxes	1,272,605.00	476,465.52	(796,139.48)	37.44%
Licenses and Permits	241,353.00	55,649.14	(185,703.86)	23.06%
Intergovernmental Revenues	53,530.00	50,175.53	(3,354.47)	93.73%
Charges for Services	270,080.00	70,382.79	(199,697.21)	26.06%
Fines and Forfeitures	1,193,760.00	354,122.80	(839,637.20)	29.66%
Investment Income	4,103.00	4,847.48	744.48	118.14%
Miscellaneous Revenue	33,304.00	10,284.18	(23,019.82)	30.88%
Other Financing Sources	532,733.00	179,141.64	(353,591.36)	33.63%
Total Budgeted Revenues	<u>\$ 8,746,164.00</u>	<u>\$ 1,957,285.01</u>	<u>\$ (6,788,878.99)</u>	<u>22.38%</u>
 <u>APPROPRIATIONS</u>				
Mayor and Council	\$ 349,016.00	\$ 27,782.11	\$ 321,233.89	7.96%
City Clerk	74,778.00	26,265.88	48,512.12	35.13%
City Manager	170,883.00	58,226.01	112,656.99	34.07%
General Administration	91,965.00	34,373.35	57,591.65	37.38%
Finance	260,665.00	96,778.07	163,886.93	37.13%
Law	180,000.00	22,661.94	157,338.06	12.59%
Information Technology	91,228.00	31,432.71	59,795.29	34.46%
General Buildings	103,463.00	23,421.29	80,041.71	22.64%
Municipal Court	433,633.00	111,112.95	322,520.05	25.62%
Police	2,388,835.00	842,275.13	1,546,559.87	35.26%
Fire	2,322,940.00	916,018.95	1,406,921.05	39.43%
E-911 Communications	100,000.00	-	100,000.00	0.00%
Capital Outlay (2014 SPLOST)	-	-	-	N/A
Public Works	1,089,753.00	367,283.65	722,469.35	33.70%
Planning and Zoning	120,749.00	33,528.05	87,220.95	27.77%
Economic Development	532,987.00	55,872.05	477,114.95	10.48%
Tourism	52,671.00	18,625.35	34,045.65	35.36%
Debt Service	315,664.00	98,703.08	216,960.92	31.27%
Other Financing Uses	136,383.00	91,235.00	45,148.00	66.90%
Total Budgeted Appropriations	<u>\$ 8,815,613.00</u>	<u>\$ 2,855,595.57</u>	<u>\$ 5,960,017.43</u>	<u>32.39%</u>
 <i>Salaries and Benefits to be distributed:</i>				
<i>Morrow Conference Center</i>	-	1,950.46	(1,950.46)	N/A

CITY OF MORROW, GEORGIA
SUMMARY OF BUDGET TO ACTUALS
PERIOD ENDED NOVEMBER 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	\$ 43,001.03	\$ (4,571.97)	90.39%
Other Financing Sources	<u>104,269.00</u>	<u>91,235.00</u>	<u>(13,034.00)</u>	<u>87.50%</u>
Total Budgeted Revenues	<u>\$ 151,842.00</u>	<u>\$ 134,236.03</u>	<u>\$ (17,605.97)</u>	<u>88.41%</u>
 <u>APPROPRIATIONS</u>				
E-911 Communications	<u>\$ 151,842.00</u>	<u>\$ 127,992.25</u>	<u>\$ 23,849.75</u>	<u>84.29%</u>
 <i>HOTEL TAX SPECIAL REVENUE FUND</i>				
<u>REVENUES</u>				
Selective Sales and Use Tax	<u>\$ 925,000.00</u>	<u>\$ 367,024.96</u>	<u>\$ (557,975.04)</u>	<u>39.68%</u>
 <u>APPROPRIATIONS</u>				
Tourism	\$ 954,688.00	\$ -	\$ 954,688.00	0.00%
Other Financing Uses	<u>520,312.00</u>	<u>206,451.54</u>	<u>313,860.46</u>	<u>39.68%</u>
Total Budgeted Appropriations	<u>\$ 1,475,000.00</u>	<u>\$ 206,451.54</u>	<u>\$ 1,268,548.46</u>	<u>14.00%</u>
 <i>RENTAL VEHICLE EXCISE TAX SR FUND</i>				
<u>REVENUES</u>				
Selective Sales and Use Tax	<u>\$ 41,500.00</u>	<u>\$ 14,130.03</u>	<u>\$ (27,369.97)</u>	<u>34.05%</u>
 <u>APPROPRIATIONS</u>				
Other Financing Uses	<u>\$ 41,500.00</u>	<u>\$ 14,130.03</u>	<u>\$ 27,369.97</u>	<u>34.05%</u>
 <i>PRODUCT DEVELOPMENT SR FUND</i>				
<u>REVENUES</u>				
Other Financing Sources	<u>\$ 173,437.00</u>	<u>\$ 68,817.18</u>	<u>\$ (104,619.82)</u>	<u>39.68%</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 NOVEMBER 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	\$ 389,301.46	\$ (616,384.54)	38.71%
<u>APPROPRIATIONS</u>				
Sanitation	\$ 896,328.00	\$ 245,414.68	\$ 650,913.32	27.38%
Other Financing Uses	109,358.00	25,000.00	84,358.00	22.86%
Total Budgeted Appropriations	<u>\$ 1,005,686.00</u>	<u>\$ 270,414.68</u>	<u>\$ 735,271.32</u>	<u>26.89%</u>
<i>MORROW CENTER ENTERPRISE FUND</i>				
<u>REVENUES</u>				
Charges for Services	\$ 209,000.00	\$ 73,216.89	\$ (135,783.11)	35.03%
Miscellaneous Revenue	5,000.00	247.91	(4,752.09)	4.96%
Other Financing Sources	32,114.00	-	(32,114.00)	0.00%
Total Budgeted Revenues	<u>\$ 246,114.00</u>	<u>\$ 73,464.80</u>	<u>\$ (172,649.20)</u>	<u>29.85%</u>
<u>APPROPRIATIONS</u>				
Morrow Center	<u>\$ 246,114.00</u>	<u>\$ 81,498.63</u>	<u>\$ 164,615.37</u>	<u>33.11%</u>

CITY OF MORROW, GEORGIA
DETAIL OF CASH AND CASH LIKE ACCOUNTS BY FUND
AS OF NOVEMBER 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	\$ 1,648,876.52	\$ 420,210.82	\$ 13,322.80	\$ 782,683.09	\$ 288,815.89	\$ -	\$ -	\$ -	\$ 143,843.92
111118 RBC Sanitation Deposits	3,322.17	-	-	-	-	-	-	-	3,322.17
111124 Regions Bank - SPLOST 2008	740,700.45	-	-	-	-	-	740,700.45	-	-
111126 Regions Bank - SPLOST 2014	1,143,587.82	-	-	-	-	-	-	1,143,587.82	-
INVESTMENTS:									
111305 Local Government Invest Pool	2,231,522.53	2,231,522.53	-	-	-	-	-	-	-
INTERFUND CASH BALANCES									
121900 Due To / From	-	57,576.49	(7,079.02)	-	-	-	116.82	(49,147.32)	(1,466.97)
	<u>\$ 5,768,009.49</u>	<u>\$ 2,709,309.84</u>	<u>\$ 6,243.78</u>	<u>\$ 782,683.09</u>	<u>\$ 288,815.89</u>	<u>\$ -</u>	<u>\$ 740,817.27</u>	<u>\$ 1,094,440.50</u>	<u>\$ 145,699.12</u>



CITY OF MORROW

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2017 Upcoming Decisions/Votes

Upcoming Decisions/Votes

Judge Appointment

Associate Judge

Mayor Pro Tem

CCMA Liaison

Elections Superintendent

Qualifying Fees

RFP Sanitation

RFP Audit

Enterprise Zone

Extended Stay Ordinance

Fireworks Ordinance

Zoning/Sign Ordinance (in the coming months)

Strategic Plan for Mayor and Council



CITY OF MORROW

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Meeting Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

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

Regular Meeting

December 13, 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 November 22, 2016, Regular Meeting Minutes
2. Approval of November 22, 2016, Work Session Minutes
3. Approval of November 22, 2016, Executive Session Minutes
4. Approval of Attorney Invoice Fincher Denmark & Minnifield FAA invoice# 3221-3225 dated October 31 and November 2, 2016, in the amount of \$2698.71 for the period of September to October 2016.
5. Approval of Attorney Invoice Fincher Denmark & Minnifield invoice #3247 dates November 14, 2016, in the amount of \$13,787.04 for the period of October 3- October 31, 2016.

3. MEETING AGENDA:

1. Approval of December 13, 2016 Meeting Agenda

4. 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.

5. SWEARING IN CEREMONY:

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



1. Fire Chief- Roger Swint

6. PRESENTATIONS:

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

7. NEW BUSINESS (Actionable Items):

1. Approval of City Manager's recommendation for RFP selection for Patrol Cars
2. Common area maintenance fee lawsuit litigation resolution and related Olde Town Morrow Issues
3. Approval to authorize Mayor Jeffrey DeTar to execute agreement with Civentum

8. ORDINANCES & RESOLUTIONS:

1. Second Reading of Ordinance 2016-09 Meeting Cancellations

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA; TO AMEND TITLE 2, CHAPTER 1, SECTION 2-1-1; TO PROVIDE FOR RULES GOVERNING THE CANCELLATION OF REGULAR AND SPECIAL MEETINGS; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Presented by Steve Fincher, City Attorney)

2. Resolution 2016-05 Millage Rate

A RESOLUTION TO SET AND DECLARE THE TAX MILLAGE RATE IN THE CITY OF MORROW, GEORGIA FOR CALENDAR YEAR 2016 AND SETTING FORTH CERTAIN INFORMATION REGARDING ROLLED BACK RATES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

(Presented by Steve Fincher, City Attorney)

3. First Reading of Ordinance 2017-01 Acting Judge

AN ORDINANCE TO AMEND CHAPTER 4 ("MUNICIPAL COURT") OF TITLE 2 ("GENERAL GOVERNMENT") OF THE CODE OF ORDINANCES, CITY OF MORROW, GEORGIA, BY AMENDING SECTION 2-4-15 ("ACTING JUDGE") AND ADDING A NEW SECTION 2-4-15.1; 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 Steve Fincher, City Attorney)

9. 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.

10. ADJOURNMENT:



CITY OF MORROW

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Previous Meeting Minutes



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCILMEMBERS

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

Regular Meeting

November 22, 2016

Minutes

7:48 pm

Mayor Jeffrey DeTar called the Regular Council Meeting of the Morrow City Council to order at 7:48pm on November 22, 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, Councilwoman Hang Tran and Councilman Larry Ferguson**. She stated there was a quorum present.

CONSENT AGENDA:

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

1. Approval of November 8, 2016, Regular Meeting Minutes
2. Approval of November 8, 2016, Work Session Minutes
3. Approval of November 8, 2016, Executive Session Minutes

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

MEETING AGENDA:



Mayor Jeffrey DeTar called for a motion to approve the **November 8, 2016 Meeting Agenda** with the following amendments; the removal of item #9 Executive Session and the addition of Appointment of Fire Chief.

MOTION AND VOTE: Councilman Larry Ferguson made the motion to approve the meeting agenda with the recommended additions seconded by **Councilman Christopher Mills**. The motion passed unanimously, 4-0.

PUBLIC COMMENTS ON AGENDA ITEMS:

There were no public comments.

PRESENTATIONS:

1. Clayton County Library Systems
(Brian Hart, Morrow Branch)
2. Georgia Vietnamese American Chamber of Commerce
(Baoky Vu, Executive Director & Glenn Ziesenitz, Creative Director, GVACC)

MOTION AND VOTE: Councilman Jeanell Bridges made the motion to amend the meeting agenda to approve the Georgia Vietnamese American Chamber of Commerce (GVACC) as the Destination Marketing Organization (DMO) seconded by **Councilman Christopher Mills**. The motion passed unanimously, 4-0.

NEW BUSINESS (Actionable Items):

1. Approval of the FY-2017 Local Maintenance & Improvement Grant (LMIG) application for the roadway of Mt. Zion Rd and authorize Mayor Jeffrey DeTar to execute application and upcoming SPLOST expenditure.
(Presented by Public Works Director Anou Sothsavath)

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

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

2. Approval of Billing Services Agreement with EMS Management & Consultants, Inc, pertaining to the medical billing and collection services to medical transport providers and authorization for Mayor Jeffrey DeTar to execute the agreement.
(Presented by Battalion Fire Chief Elton Poss)



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

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

3. Approval for staff to submit Fire Act Grant Application
(Presented by Battalion Fire Chief Elton Poss)

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

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

4. Appointment of Fire Chief

City Manager Sylvia Redic stated that her nomination for Fire Chief was **Roger Swint**.

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

MOTION AND VOTE: Councilman Larry Ferguson made the motion to confirm the City Manager's nomination of Fire Chief and approve the salary as discussed in executive session, seconded by **Mayor Pro Tem Jeanell Bridges** The motion passed unanimously, 4-0.

4. Appointment of Fire Chief

City Manager Sylvia Redic stated that her nomination for Fire Chief was **Roger Swint**.

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

MOTION AND VOTE: Councilman Larry Ferguson made the motion to confirm the City Manager's nomination of Fire Chief and approve the salary as discussed in executive session, seconded by **Mayor Pro Tem Jeanell Bridges** The motion passed unanimously, 4-0.

5. Approve Georgia Vietnamese American Chamber of Commerce (GVACC) as Destination Marketing Organization (DMO)

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

MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made the motion, seconded by **Councilman Christopher Mills. Mayor Pro Tem Jeanell Bridges** introduced a secondary motion to add "authorize Mayor to negotiate the contract with Georgia Vietnamese American Chamber of Commerce (GVACC).



The secondary motion passed, 3-1, **Mayor Pro Tem Jeanell Bridges, Councilman Christopher Mills** in favor of, **Councilman Larry Ferguson** in opposition and **Councilwoman Hang Tran** abstained. **City Clerk Yasmin Julio** restated the original motion with the new amendments Approval of GVACC as DMO and authorize Mayor to negotiate the contract with the GVACC. The motion passed, 3-1, **Mayor Pro Tem Jeanell Bridges, Councilman Christopher Mills** in favor of, **Councilman Larry Ferguson** in opposition and **Councilwoman Hang Tran** abstained.

ORDINANCES & RESOLUTIONS:

1. Second Reading of Ordinance 2016-08

AN ORDINANCE AMENDING TITLE 4, PUBLIC SAFETY, CHAPTER 1, LAW ENFORCEMENT, SECTION 4-1-2, OF THE CODE OF ORDINANCES OF THE CITY OF MORROW, TO UPDATE THE CITY'S PROCEDURE AS TO POLICE DEPARTMENT RULES AND REGULATIONS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

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

2. First Reading of Ordinance 2016-09

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA; TO AMEND TITLE 2, CHAPTER 1, SECTION 2-1-1; TO PROVIDE FOR RULES GOVERNING THE CANCELLATION OF REGULAR AND SPECIAL MEETINGS; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Presented by Winston Denmark, City Attorney)

Mayor Jeffrey DeTar advised that this was the first reading and no action would be taken at this time pertaining to this item.

GENERAL COMMENTS:

Citizen Comments:

Dorothy Dean

Staff Comments:

Sylvia Redic



Council members Comments:

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

ADJOURNMENT:

Mayor Jeffrey DeTar called for a motion to adjourn the **November 22, 2016 Regular Council Meeting.**

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

The Regular Council Meeting was adjourned at 9:05pm.

Approved this 13rd day of December, 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

November 22, 2016

Work Session Minutes

6:37 pm

Mayor Jeffrey DeTar called the Work Session to order at 6:37pm on November 22, 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, Councilwoman Hang Tran and Councilman Christopher Mills.**

General Discussions of Items

1. Millage Rate

- **Court Administrator Essie West stated that this will be on the next meeting as a resolution for a vote since Millage rates need to be approved by Mayor and Council annually**
- **Councilman Larry Ferguson requested information on whether tax revenues will increase asked to Emory to give his opinion.**

2. Fire Act Grant

- **Battalion Chief Elton Poss explained that this grant can help pay for a new aerial truck and other apparatuses**
- **This grant is anticipated to be awarded in April or May 2017, the grant match requires 5% but could be in excess depending on the price**
- **One condition of this grant requires for the current aerial truck to be destroyed**

3. GVACC

4. Holiday Schedule

- **The meeting following Christmas falls on December 27, 2016**

5. EMS Service

- **Councilwoman Hang Tran asked about the EMS service agreement**
- **Battalion Fire Chief Elton Poss notified Mayor and Council that he contacted several local Fire Departments with similar sizes as well as private companies, percentages charged ranged from 6.5%-9% depending on services offered**



2017 Upcoming Decisions/Votes

- **Councilwoman Larry Ferguson requested a schedule of upcoming board appointments**
- **City Manager Sylvia Redic stated that these items to be discussed at upcoming meeting in the next couple of months**

Attorney Invoice for Review

1. Attorney Invoice Fincher Denmark & Minnifield FAA invoice# 3221-3225 dated October 31 and November 2, 2016, in the amount of \$2698.71 for the period of September to October 2016.
2. Attorney Invoice Fincher Denmark & Minnifield invoice #3247 dates November 14, 2016, in the amount of \$13,787.04 for the period of October 3- October 31, 2016.

EXECUTIVE SESSION:

Mayor Jeffrey DeTar called for a motion to recess the **November 22, 2016 Work Session** and convene into **Executive Session** to discuss personnel matters.

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

The Executive Session began at 7:07pm

Mayor Jeffrey DeTar called for a motion to reconvene the **November 22, 2016 Work Session** and adjourn the **Executive Session**.

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

The Executive Session ended at 7:48pm.

Mayor Jeffrey DeTar stated that no action was taken in Executive Session.

The Work Session ended at 7:48pm.

Approved this 13rd day of December, 2016.

Attest

CITY OF MORROW, GEORGIA

Yasmin Julio, City Clerk

Jeffrey A. DeTar, Mayor



CITY OF MORROW

7

Planning & Zoning Board Meeting Minutes

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

November 15, 2016

6:30 pm

CALL TO ORDER: Chair Gilda Hutcheson
PLEDGE OF ALLEGIANCE: All
MOMENT OF SILENCE: Chair Gilda Hutcheson

1. ROLL CALL

Chair	Gilda Hutcheson
Vice Chair	Wayne Collins
Member	Joyce Bean
Member	Tamara Patridge
Member	Aaron Mauldin
Secretary	Marti Tracy

2. APPROVAL OF MEETING AGENDA:

Chair Gilda Hutcheson called for a motion to approve the meeting agenda.

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

3. CONSENT AGENDA:

Approval of October 18, 2016 Meeting Minutes.

Chair Gilda Hutcheson called for a motion to approve the Consent Agenda

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

4. General Discussion:

Topics of discussion included fireworks sales regulation, pending code changes, commercial activity within the city.

5. CITIZEN COMMENTS

Dorothy Dean

6. **BOARD COMMENTS**

Wayne Collins

7. **ADJOURNMENT**

Finding no further business to discuss, Chair Gilda Hutcheson adjourned the meeting at 7:03 PM.

Approved this 20th day of December 2016.

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Attest:

Chairperson

Secretary



CITY OF MORROW

8

Patrol Cars Recommendation



Memo

Date: 11.21.2016

From: The Office of the City Manager

To: Mayor and Council

Issue: Patrol Cars

This morning I met with Chief Callaway to discuss the purchase of patrol cars. On September 13, 2016, the Mayor and Council approved the RFB process for up to four Ford Explorers. As we work toward the acceptance of the bid, I wanted to meet with Chief Callaway to discuss our options.

The discussion included:

1. Ecoboost feature: This feature that adds more acceleration power to each vehicle may not be the most necessary feature for our city. This feature costs \$3,300 per car.
2. Replace cars for ranking officers: Perhaps we need to consider a different vehicle style for different ranks. Morrow is losing footing when competing with other agencies. Salaries are increasing in other agencies when ours cannot. As managers of both money and personnel we must consider ways to save money while considering ways to build in incentives to help combat high turnover. Plus, offering a slightly higher end product to Lieutenants will help motivate those who are trying to achieve the promotion and those working to keep the rank.
3. The SUV vs. the Sedan: The Police Chief believes that there is a benefit in purchasing the SUV's. First, with officers who work 12 hour shifts, maintaining a level of physical comfort is important and affects productivity. The SUV enables the officer to carry more gear and therefore, be prepared for a more responses types than the sedan.

4. The best bid was submitted by Alan Vigil Ford at \$32,357 per unit for a Ford Explorer (SUV). That is \$29,351 per car plus \$3006 per car for outfitting (to include lights, lettering, etc.) The total bid for four Ford Explorers would be \$129,428.

As I explained to Chief Callaway, we must all contribute in relevant ways to accomplishing our bond payment schedule through 2025 and such contributions are likely to affect each department differently. For this reason, it is difficult to select a Ford Explorer as our standard replacement vehicle when the cost exceeds the cost of other less expensive vehicles that will not reduce our service levels. The Ford Interceptor, for example, could provide such a cost savings without a reduction in service. Further, it is difficult to justify such features as Ecoboost given the size of our city and the majority of our calls for service.

After discussion and evaluation I would like to recommend the following to the Mayor and Council:

I will ask for approval for the purchase of two Ford Explorers without the Ecoboost feature under the current bid from Alan Vigil and to publish a second RFB for two Ford Interceptors without the Ecoboost feature. The results will be:

1. Two Ford Interceptors without Ecoboost = \$29,057 per unit = \$58,114 for two
2. RFB for two sedans without Ecoboost – approximately \$26,006 per unit = \$52,012 for two
3. Total 110,126 vs. current bid total of 129,428 savings = \$19,302
4. Future car replacement should target sedans for patrol cars and SUV's for Lieutenants.

Because car prices will increase and different car styles and features will change dramatically over the next decade, it would be almost impossible to measure the absolute savings over the next 10 years. If, however, we use the present day estimates, styles, and features, we can see that if we plan to replace 30 cars over the next 10 years (three cars per year) and the sedan is approximately \$2,700 less than the SUV, the cost savings add up.

The chart below suggests the possible cost savings we could realize if we move forward purchasing sedans for patrol cars.

	sedan w/out Ecoboost	SUV w/out Ecoboost	SUV with Ecoboost
base price	23,000	26,051	29,351
outfitting	3,006	3,006	3,006
one car	26,006	29,057	32,357
three cars	78,018	87,171	97,071
over ten years	780,180	871,710	970,710
cost savings		91,530	190,530
<p>Based on current estimates and the proposed schedule of replacing 3 cars per year, if we buy sedans and not SUV's and eliminate the Ecoboost feature, we will cut costs over the next 10 years by \$190,530</p> <p>If 4 of the 30 cars to be purchased over the next 10 years are Lt. SUV's then the cost savings will be reduced by approximately \$12,204 equaling \$178,326</p>			



CITY OF MORROW

9

Proposed Civentum Agreement

Page 38

AGREEMENT BETWEEN CITY OF MORROW, GEORGIA AND CIVENTUM, INC., FOR
DESTINATION MARKETING SERVICES

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

WHEREAS, the parties desire to enter this Agreement for the CIVENTUM to provide the foregoing destination marketing services for the City's MORROW CENTER located at 1180 Southlake Circle, Ste 100, Morrow, Georgia and the unfinished expansion space hereby referred to as the Morrow Center;

WHEREAS, CIVENTUM is willing to provide the forgoing destination marketing services for the City's MORROW CENTER, and market, solicit, advertise, promote, sponsor and participate in conventions, sales meetings, trade shows, athletic or other exhibitions and competitions, consumer events, film activities and all other activities which will attract tourists and businesses to the City of Morrow, Georgia, MORROW CENTER;

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. Destination Sales and Marketing.

CIVENTUM shall provide functions, literature, advertising, staff, services, supplies, equipment and support for promoting the City of Morrow, Georgia MORROW CENTER as a destination for local, state, national and international conventions, meetings and events. CIVENTUM shall (a) develop, arrange for printing, and distribute literature and media (including electronic and Internet based media) necessary to promote the City of Morrow, MORROW CENTER and (b) identify and conduct activities and programs designed to promote the City of Morrow, MORROW CENTER. CIVENTUM shall coordinate its activities, as appropriate, with affiliated organizations. These activities shall be provided for in CIVENTUM's Plan as defined below and Exhibit B.

2. Administrative and Management Functions.

CIVENTUM shall provide day-to-day marketing activities for the MORROW CENTER as well as the development of the related expansion space including planning, purchase and acquisition of services, equipment, supplies and facilities necessary to fulfill the Plan for each of the areas outlined above. Daily operation management of finished spaces shall remain vested with the City of Morrow. Managing the acquisition and retention of a capable and competent staff, cultivation of community support and accounting for the budgeting of the Plan funds per accounting procedures established by the City shall be the responsibility of CIVENTUM. CIVENTUM may perform these functions through contractors and/or consultants. CIVENTUM shall not serve as the spokesperson for the Mayor and Council in regards to city related issues (staff, incidents, decisions) unless requested in writing

3. Business and Marketing Plan

CIVENTUM shall submit a Business and Marketing Plan (the "Business Plan") to the Mayor within 60 days of the execution of this contract, and thereafter an annual Business Plan by November 1 of each year, containing a detailed proposed budget and identification of activities with a statement of performance goals and standards for all activities contemplated pursuant to this Agreement. The Mayor and Council shall review and approve the Business Plan by January 1 of each year. Failure to comply with this requirement shall be a breach of this Agreement, and shall, upon written notice, warrant cancellation of the Agreement for cause. The City may provide to CIVENTUM in any given term a list of priorities for utilization of funds provided under the Transient Lodging Tax, and such priorities shall receive strong consideration when CIVENTUM prepares its Business Plan. This list shall be submitted to the CIVENTUM by August 1 of the current calendar year to allow CIVENTUM enough time to consider the city's priorities before the required November 1 submittal of the Business Plan. The Business Plan may not be modified without the written Consent of the Mayor and Council. However, CIVENTUM shall be responsible for its day-to-day operations, staffing, decisions and

implementation of the Business Plan. The Business Plan shall contain a detailed budget predicated upon revenue estimates approved by City. CIVENTUM shall notify the City in writing of any significant change made to the budget. CIVENTUM shall provide a quarterly written report to the City on the progress being made on the Business Plan and any deviation from the approved budget.

Each Business Plan should include the following activities:

- (a) Morrow Center Operational/Marketing/Sales Audit/Budget
- (b) A list of all pre-scheduled events scheduled for the year with a summary of how each event fosters hotel bookings, conventions, or trade shows;
- (c) Sales and Event Goals for the Morrow Center;
- (d) Production of promotional brochures and other tourism information designed to generate interest in the Morrow Center

4. City Funding for CIVENTUM Service

In consideration of the services provided hereunder, City hereby designates CIVENTUM as a City destination marketing organization. The City shall appropriate to CIVENTUM \$276,000, to be paid upon signature of the agreement as defined in Exhibit C. The appropriation provided for by this Section shall be segregated by CIVENTUM and shall be designated as the "Morrow Center Fund." Use of the Morrow Center Fund shall be restricted to only those uses identified in this Agreement.

If any of the portion of the Morrow Center Fund remains in existence at the end of 12 months, such unspent balance shall be carried over to CIVENTUM's Morrow Center Fund for the subsequent year, and shall not decrease the appropriation for the subsequent year.

5. Ownership of Assets

Ownership of buildings and real estate will not be affected by this Agreement. Ownership of consumable assets (i.e. office supplies, technical and office equipment, furniture and fixtures) shall vest in CIVENTUM who shall have discretion as to the purchase and sale thereof. Ownership of all intellectual property rights of whatever

nature, including any rights subsequently acquired by CIVENTUM, shall remain or be placed in the name of CIVENTUM. Ownership of publications, brochures, and other inventories of similar materials shall remain with CIVENTUM. However, production of said materials shall remain the responsibility of the CIVENTUM. Upon dissolution of CIVENTUM as an entity or upon termination of this Agreement, ownership and possession of office equipment, furniture and fixtures, copies of computer records, copies of financial records and intellectual property rights acquired by expenditure of the Morrow Center Fund shall be promptly transferred by CIVENTUM to City at cost.

6. Records and Accounting

CIVENTUM shall maintain records and accounts that will allow City to assure a proper accounting for all funds paid for the performance of this Agreement. Within 72 hours of a written request by City, CIVENTUM shall make such records available for review by City. In addition, a Quarterly Report shall be prepared by CIVENTUM and shall be transmitted to the City within 30 days of the end of the quarter, which shall show, at a minimum, a balance sheet as of the last day of the quarter, a statement of revenues, expenses and changes in fund balance consolidated for the full quarter, check register and monthly bank reconciliations for the quarter, comparison of actual revenues and expenses to budget for the full quarter, and a brief statement concerning accomplishments as they relate to the Business Plan. The financial records will be maintained by CIVENTUM for at least three (3) years, or such longer period, as may be required by law or regulation after the expiration of this Agreement

7. Quality of Service

City shall have the right to require that any inappropriate practices be remedied or discontinued. Such rights by City shall extend to the following functions and operations of CIVENTUM:

a. Quality of Materials and Operations

All CIVENTUM's literature, brochures, materials, or related items shall be of high quality and shall not contain any indecent, obscene or defamatory material. No materials protected by copyright or other intellectual

property rights shall be produced, displayed or distributed without first acquiring the legal rights to do so

b. Quality of Representation.

CIVENTUM staff shall not participate in public or private meetings or communications that shed a negative light on the city, the Mayor and Council, or the city staff, nor shall any staff member of the CIVENTUM in public or in private, in either written or oral communications disparage any City practice or decision, any public official or city officer or employee. This is contrary to the primary functionality and will not be permitted by this agreement.

c. Quality of Equipment.

All permanent or temporary facilities, supplies, equipment, fixtures or similar services, materials or equipment purchased or used by CIVENTUM in furtherance of this Agreement shall be of good quality for service and intended use, and adequate for the function intended to be served. All permanently installed equipment and fixtures shall be of good quality and shall be fit for their intended use.

d. Equal Opportunity

CIVENTUM agrees that it will not discriminate against any employee or applicant for employment based on race, color, gender, sexual orientation, religion, ancestry or national origin and shall take such affirmative action including but not limited to hiring, promotion or demotion, recruitment, layoff or termination, salary and selection for training as is necessary to ensure that all employees and applicants are treated equally as to the aforementioned bases. CIVENTUM and its employees shall not, in the performance of this Agreement, discriminate against any customer, potential customer, patron or other person based on race, color, gender, sexual orientation, religion, ancestry, national origin or disability and shall provide services, facilities and other privilege to all such persons equally.

e. Entry Into Spaces

City reserves to itself and to the duly-authorized representatives of City and other appropriate governmental agencies the right to enter upon and inspect CIVENTUM's facilities and all equipment related to the performance of services hereunder upon 24-hour prior notice to CIVENTUM and during CIVENTUM's normal working hours for the purposes of enforcing applicable business and health regulations and enforcing the provisions of this Agreement, as long as the regular conduct of CIVENTUM's business is not disrupted.

8. Insurance

CIVENTUM shall procure and maintain liability insurance naming the City in an amount of no less than one million dollars (\$1,000,000) provided that when events are sponsored by the City and insurance coverage is provided by the City's insurer or inter-local agreement provider for that event, CIVENTUM shall be under no duty to purchase additional liability insurance for such event.

9. Indemnification and Limitation of Liability

Any contractual obligation entered or assumed by CIVENTUM shall be the sole responsibility of CIVENTUM, and CIVENTUM covenants and agrees to indemnify and hold the City harmless from all claims or causes of action arising out of such contractual obligations. CIVENTUM shall provide for itself a general liability policy covering risks of CIVENTUM's general operations unrelated to use or operation of the Morrow Center and shall indemnify the City and hold the City harmless from all claims or causes of action arising out of CIVENTUM's general operations unrelated to use or operation of the Morrow Center. With regard to the work to be performed by CIVENTUM, the City shall not be liable to CIVENTUM, or to anyone who may claim a right resulting from any relationship with CIVENTUM, for any act or omission of CIVENTUM, its employees, agents or participants in the performance of services agreed herein. In addition, CIVENTUM agrees to indemnify and hold harmless the City, its officials, officers, directors, employees, and agents, 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 CIVENTUM, including wrongful criminal acts of CIVENTUM, or CIVENTUM's employees, agents or representatives.

Further, the City is to be named as an additional named insured on CIVENTUM's liability insurance policies. CIVENTUM and all employees of CIVENTUM also agree to indemnify and hold harmless the City for any injuries or other tortuous acts sustained or committed on the City premises. CIVENTUM employees or contractors are not to be considered employees or contractors of the City for purposes of coverage by Workers Compensation insurance.

10. 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:

CIVENTUM: Executive Director, Civentum Inc

505 Pryor Street, SW

Atlanta, GA 30312

CITY: City Manager of 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, electronic delivery, or by overnight delivery carrier and shall be deemed to be delivered up receipt. The addresses set forth above shall be the addresses used for notice purposes unless written notice of a change of address is given.

11. Term and Termination

TERM: This Agreement shall comply with O.C.G.A. § 36-60-13. Accordingly, the term of this agreement shall commence on the date of this Agreement and shall terminate absolutely and without further obligation on the part the City, one year from which this Agreement is executed The term of this agreement is referred to herein as the "Term..

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 CIVENTUM. Such notice shall be provided to CIVENTUM according to the terms of Section 10 of this Agreement, and provided at least sixty (60) days prior to the City withdrawing from this Agreement.

Each of CIVENTUM's contracts with vendors or suppliers shall include language acknowledging the forgoing and the City's right to terminate this Agreement.

TERMINATION FOR CAUSE: This Agreement may be terminated for cause by either Party in the event of the material failure by either Party to comply with, or a material breach of, the terms of this Agreement.

Should either Party wish to terminate for cause, the terminating Party shall provide notice to the other Party pursuant to the terms of Section 10 of this agreement, and such notice shall be provided no later than thirty (30) days prior to the terminating Party's withdrawal from the Agreement. Said notice shall also set forth the effective date of such termination.

12. Organization

All activities of CIVENTUM shall be subject to all provisions of Georgia law with respect to open meetings and open records. The parties acknowledge that CIVENTUM is a separate and independent legal entity organized and established under the laws of the state of Georgia and is not an office, arm or agency of the City of Morrow. CIVENTUM shall not represent that it has the power or authority to contract to, bind or obligate the City to any 3rd party. The city will not reimburse CIVENTUM for any expenses that have not been previously agreed to in writing by the City Manager. The parties acknowledge that any contracts entered between CIVENTUM and any 3rd party shall not be an obligation of the City. No employee of CIVENTUM shall accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the city through the city.

13. Miscellaneous

- a. Assignment. This Agreement may not be assigned by or transferred by CIVENTUM, 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. CIVENTUM 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. 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 based on improper venue or forum

non-convenient.

- g. Counterparts and Electronic 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 electronic execution shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by electronic execution 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 electronic execution.
- h. Additional Payments: The parties agree that if the city designates additional funds for the Morrow Center Fund, the aforementioned additional funds will be made to CIVENTUM within 30 days and will be in addition to the annual agreement between parties
- i. Additional Documents. The Parties agree to execute and to deliver to each other 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.
- j. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.
- k. 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.
- l. 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.

k. 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.

l. 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.

m. Further Assurances. All the Parties to this Agreement agree to perform 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.

CIVENTUM

By: _____

[Printed Name & Title]

ATTESTED TO:

By: _____

CITY OF MORROW

By: _____

[Printed Name & Title]

ATTESTED TO:

By: _____

Exhibit B: Deliverables, Pro Forma Statement and Schedule of Payments

I. DELIVERABLES

A. Proposed Calendar of Promotional Events

1. Open House Launch Event: Would invite the public into the Center and introduce Civentum's vision for the Morrow Center. Architectural renderings of the repurposed Rose Garden Tea Room Flex Space and Future Expo Halls would be on display.
2. Hospitality Holiday Reception: Civentum would invite the local front-line employees and sales teams of the local hospitality industry to the center for a hospitality reception. The aim of this event would be to create word-of-mouth promotion for the center as a premier meeting space in South Metro Atlanta.
3. Saturday, January 28, 2017 - Lunar New Year: This would serve as a first annual signature event for the Morrow Center, to celebrate the Lunar New Year (A celebration observed in Chinese, Korean, Japanese, Vietnamese, Malaysian, Indonesian and Filipino cultures). This may be an opportunity to leverage the consulate and bi-national business association relationships developed by SEMCO Productions throughout Metro Atlanta. Of note is JapanFest at the Gwinnett Center, which now draws 15,000 attendees per year.

B. 90 Days Deliverables

1. 30 Day or Sooner Deliverables - Morrow Center
Operational/Marketing/Sales Audit
 - a) *Review Current and Potential Events*
 - b) *Audit Inventory and Determine Inventory Needed to Attract New Business*
 - c) *Review Rack Rates & Pricing Strategies*
 - d) *Guarantee Operations/Sales & Marketing are Strategically Aligned to Deliver Sales' Promises*
 - e) *Audit P&L to ensure Operations and Specialized DMO have not created duplicate expenditures*
 - f) *Explore Existing and Possible New Review Streams*
 - g) *Synchronization of CRM, Booking and Billing Procedures*
2. 45 Day or Sooner Deliverables
 - a) *Establish Sales and Event Goals for Remainder of Contract*
 - b) *Obtain Quotes for Rose Garden/Tea Room Buildout*
 - c) *Create Artists' Rendering of Tea Room Buildout*
3. 60 Day or Sooner Deliverables

a) *Form the Hospitality Council (DMO, Morrow Center GM, Authority Salesperson, Local Hotel Sales Managers, Spivey Hall Marketing Dept., Thunder Tower Marketing, etc.)*

b) *Create Max-out CAD plans and Sales Collateral*

c) *First Open House Event*

4. 90 Day or Sooner Deliverables

a) *Final Selection of Specialized DMO's Board of Directors*

C. On-Going Deliverables

1. Quarterly Hospitality Council Meetings.
2. Quarterly Economic Impact Reports published.
3. Marketing, Promoting & Leasing of Morrow Convention Authority spaces by Authority/DMO staff.
4. Pursuit of Specialized DMO initiatives

D. Sample List of Initiatives

1. Creation of new center signature events such as BiketoberFest (Harley Davidson Thunder Tower)
2. Exploration of Further Initiatives to Monetize the Center
3. Creation of exhibit hall space at the Morrow Center to develop conventions and consumer shows, such as a South Metro Atlanta Home Show with SEMCO Productions
4. Possible Creation of Junior Achievement Discovery Center within the Morrow Center
5. Build out of Upper Expo Hall for annual SEMCO Home Show (target date for 1st Annual Show, January 2018).
6. Creation of Flexible Space at Mall Entrances of Upper and Lower Expo Halls as Temporary "Lease-Back" retail spaces for temporary/seasonal stores within South Lake Mall.

II. PRO FORMA STATEMENT

Pro Forma Statement	
Civentum (dba) City of Morrow Specialized DMO	
Year 1	
Anticipated Annual Funds Alloted to the Specialized DMO	\$ 276,000.00
Less: Possible Capital Construction Projects (pending quotes)*	<u>\$ (78,000.00)</u>
	\$ (78,000.00)
Less: Proposed Civentum Operations	
Salaries	
Specialized DMO Executive Director (12 months)	\$ (65,000.00)
Morrow Center Sales Representative (9 months)**	\$ (33,750.00)
Morrow Center Administrative Intern (8 months or as needed)**	<u>\$ (8,000.00)</u>
	\$ (106,750.00)
Operational Expenses	
Advertising (Print and Mobilized Website Upgrades)	\$ (35,000.00)
Hospitality Council	\$ (3,000.00)
Office Supplies	<u>\$ (2,000.00)</u>
	\$ (40,000.00)
Promotional Events	
Initial Open House ***	\$ (5,000.00)
Morrow Hospitality Industry Holiday Reception ****	\$ (5,000.00)
Lunar New Years Rose Garden Tea Room Grand Opening ***	<u>\$ (5,000.00)</u>
	\$ (15,000.00)
Civentum Management Fee (Legal Council, R&D, PR/Communications Support, etc)	<u>\$ (36,000.00)</u>
	\$ (36,000.00)
	Surplus/(Deficite) \$ 250.00

Notes:

*According up to law 2/7 of DMO funds may be utilized for Capital Improvement Expenditures.

** Sales Representative's position would hired after 90 day deliverables have been completed by the Executive Director. Administrative Intern would be hired after Sales Representative and only on a needed basis. These funds may be also alternatively be used for expo hall/Rose Garden/Tea Room engineering consulting and architectural services, if their services are not consider "Capital Improvement Expenditures.

*** Civentum would pay the Center for all Operational Costs. Any revenues (entry fees, food, bar, etc.) collected beyond said costs would support capital expenditures for center development.

****Civentum would pay the Center for all Operational Costs. This event would not charge attendees as it is designed purely as a promotional event for local front-line/sales hospitality employees.

III. SCHEDULE OF PAYMENTS

Payment Schedule		
<u>Month</u>	<u>Description</u>	<u>Payment</u>
1	1/3 of Total Anticipated Annual Funds*	\$ 92,000.00
2	Monthly Payment	\$ 16,727.27
3	Monthly Payment	\$ 16,727.27
4	Monthly Payment	\$ 16,727.27
5	Monthly Payment	\$ 16,727.27
6	Monthly Payment	\$ 16,727.27
7	Monthly Payment	\$ 16,727.27
8	Monthly Payment	\$ 16,727.27
9	Monthly Payment	\$ 16,727.27
10	Monthly Payment	\$ 16,727.27
11	Monthly Payment	\$ 16,727.27
12	Monthly Payment	\$ 16,727.27
Total Payments:		\$ 276,000.00

NOTES: *The initial payment sum is recommended to accommodate the large capital and consulting expenditures that would occur on the front-end of the contracted period.



CITY OF MORROW

10

Ordinance 2016-09

Meeting Cancellations

**CITY OF MORROW
STATE OF GEORGIA**

ORDINANCE NO. 2016-09

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA; TO AMEND TITLE 2, CHAPTER 1, SECTION 2-1-1; TO PROVIDE FOR RULES GOVERNING THE CANCELLATION OF REGULAR AND SPECIAL MEETINGS; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; 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 determined that it is necessary to provide further clarity on the process by which council meetings may be cancelled; and

WHEREAS, an amendment is necessary to promote clarity, efficiency and harmony relating to the rules of the governing body.

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

SECTION 1. Section 2-1-1 of Chapter 1, Title 2 of the Code of Ordinances of the City of Morrow, Georgia is hereby amended by striking the existing text in its entirety and inserting the following text, in lieu thereof, to read as follows:

“Sec. 2-1-1. Regular meetings; special meetings.

- (a) Except as otherwise provided herein, regular meetings of the mayor and council shall be held at the Morrow Municipal Complex on the second and fourth Tuesday of each month at 7:30 p.m. Work sessions shall begin at 6:30 p.m. preceding the regular meetings, except on the second Tuesday of each month when the work session may begin at 5:30 p.m.

- (b) Where the day for a regular meeting falls upon a day which is a legal holiday in this state, the meeting may be held upon a day and at an hour to be designated by the mayor at least four days before the legal holiday, at which meeting all matters shall be taken up which might have come before the meeting as regularly set.
- (c) Special meetings of the mayor and council may be held on call as provided in the city charter.
- (d) Only business stated in the call may be transacted at a special meeting.
- (e) Notice of any special meeting may be waived by a council member in writing before or after a special meeting, and attendance at the meeting shall also constitute a waiver of notice on any business transacted in the council member's presence.
- (f) Any meeting of the mayor and council may be continued or adjourned from day to day, or for more than one day, but no adjournment shall be for a longer period than until the next regular meeting thereafter.
- (g) Except as otherwise provided in Paragraph (b), regular meetings may be cancelled or rescheduled at the request of the mayor or three members of the city council.
- (h) Mayor-initiated special meetings may only be cancelled by the mayor, and council-initiated special meetings may only be cancelled upon request by any three members of the city council, excluding the mayor.”

SECTION 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

SECTION 3. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

SECTION 4.

(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 5. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 6. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES ON FOLLOWING PAGE]

ORDAINED this 13th day of December, 2016.

CITY OF MORROW, GEORGIA

JEFFREY A. DETAR, Mayor

ATTEST:

YASMIN JULIO, City Clerk

(SEAL)

APPROVED AS TO FORM:

STEVEN FINCHER, City Attorney



CITY OF MORROW

11

Resolution 2016-05

Millage Rate

STATE OF GEORGIA

CITY OF MORROW

RESOLUTION NO. 2016-05

A RESOLUTION TO SET AND DECLARE THE TAX MILLAGE RATE IN THE CITY OF MORROW, GEORGIA FOR CALENDAR YEAR 2016 AND SETTING FORTH CERTAIN INFORMATION REGARDING ROLLED BACK RATES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Morrow, Georgia (“City”) is the Mayor and Council thereof; and

WHEREAS, it is necessary to set and declare the 2016 tax millage rate based on the 2016 Tax Digest and 5 Year History of Levy, which will be used to levy property taxes for the City of Morrow, Georgia;

BE IT RESOLVED by the governing body of the City of Morrow Georgia that for calendar year 2016 the gross millage for maintenance and operation is 17.015 mills, less the rollback for Local Option Sales Tax at 7.377 mills, leaving the net millage for maintenance and operation purposes to be set at 9.638 mills. The 2016 Tax Digest and 5 Year History of Levy is attached hereto and incorporated herein by reference as Appendix A.

SO RESOLVED this 13th day of December, 2016.

CITY OF MORROW, GEORGIA

Jeffrey A. DeTar, Mayor

SIGNATURES CONTINUED TO NEXT PAGE

ATTEST:

Yasmin Julio, City Clerk

APPROVED AS TO FORM BY:

Steven M. Fincher, City Attorney



CITY OF MORROW

12

Ordinance 2017-01

Acting Judge

1 **STATE OF GEORGIA**

2
3 **CITY OF MORROW**

4
5 **ORDINANCE NO. 2017-01**

6
7 AN ORDINANCE TO AMEND CHAPTER 4 (“MUNICIPAL COURT”) OF TITLE 2
8 (“GENERAL GOVERNMENT”) OF THE CODE OF ORDINANCES, CITY OF MORROW,
9 GEORGIA, BY AMENDING SECTION 2-4-15 (“ACTING JUDGE”) AND ADDING A NEW
10 SECTION 2-4-15.1; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING
11 ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE
12 DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

15 **WHEREAS**, House Bill 691 was passed by the State of Georgia in 2016; and

16 **WHEREAS**, House Bill 691 amends Article I of Chapter 32 of Title 36 of the Official
17 Code of Georgia; and

18 **WHEREAS**, Article I of said Title and Chapter regulates municipal courts—including
19 but not limited to the appointment and removal of municipal judges; and

20 **WHEREAS**, prior to the passage of House Bill 691, Section 36-32-2 of said Article,
21 Title and Chapter provided that municipal judges served at the pleasure of the municipality’s
22 governing authority; and

23 **WHEREAS**, House Bill 691 amends Section 36-32-2 of said Article, Title and Chapter
24 to provide that municipal court judges shall serve definite terms and are removable only for
25 cause; and

26 **WHEREAS**, the governing authority desires to amend its Code of Ordinances to comply
27 with state law; and

28 **WHEREAS**, the governing authority of the City determines that compliance with House
29 Bill 691 will provide for the health, safety, and welfare of the inhabitants of the City;

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

32 **Section One.** Section 2-4-15 (“Acting Judge”), of Chapter 4 (“Municipal Court”), of
33 Title 2 (“General Government”) of the Code of Ordinances, City of Morrow, Georgia is hereby
34 amended by deleting the existing text and inserting the following text, in lieu thereof, to read to
35 and to be codified as follows:

36 “Sec. 2-4-15. – Chief Judge.

- 37
- 38 (a) The mayor and council may appoint an individual to serve as chief judge to
39 preside over the city’s municipal court. The chief judge shall be responsible for
40 the general supervision of the municipal court and shall promulgate all rules
41 necessary for the supervision, conduct, and administration of the court.
 - 42 (b) Any individual appointed as a chief judge under this Code section shall possess
43 such qualifications as set forth in O.C.G.A. § 36-32-1.1 and shall receive
44 compensation in the amount of \$_____ to be paid _____.
 - 45 (c) The chief judge shall serve a term of no less than one year, which will be
46 established in a written agreement between the mayor and council and such judge.
 - 47 (d) Notwithstanding the duration of the term of the chief judge, he or she may be
48 removed from office. Such removal can occur only as provided in O.C.G.A. §
49 36-32-2.1.
 - 50 (e) Notwithstanding the duration of the term of the chief judge, unless the he or she is
51 removed from office, he or she shall serve until his or her successor is appointed.”

52 **Section Two.** Chapter 4 (“Municipal Court”), of Title 2 (“General Government”) of the
53 Code of Ordinances, City of Morrow, Georgia is hereby amended by adding a new section,
54 Section 2-4-15.1, to be entitled “Acting Judge”, to read to and to be codified as follows:

55

56 “Sec. 2-4-15.1. – Municipal Court Judge Pro Tem.

57 (a) The mayor and council may appoint a municipal court judge pro tem, who shall
58 be acting municipal court judge in the absence, disability or disqualification of the
59 chief municipal court judge. The acting municipal court judge shall have all the
60 powers and perform all the duties of the chief municipal court judge when
61 necessary.

62 (b) The municipal court judge pro tem shall possess such qualifications as set forth in
63 O.C.G.A. § 36-32-1.1 and shall receive compensation in the amount of \$_____ to
64 be paid _____.

65 (c) The municipal court judge pro tem shall serve a term of no less than one year,
66 which will be established in a written agreement between the mayor and council
67 and such judge.

68 (d) Notwithstanding the duration of the term of the municipal court judge pro tem, he
69 or she may be removed from office. Such removal can occur only as provided in
70 O.C.G.A. § 36-32-2.1.

71 (e) Notwithstanding the duration of the term of the municipal court judge pro tem,
72 unless the he or she is removed from office, he or she shall serve until his or her
73 successor is appointed.”

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

76 **Section Four.** This Ordinance shall be codified in a manner consistent with the laws of
77 the State of Georgia and the City.

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

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

86 Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase
87 of this Ordinance.

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

97 **Section Six.** All ordinances and parts of ordinances in conflict herewith are hereby
98 expressly repealed.

99 **Section Seven.** The effective date of this Ordinance shall be the date of adoption unless
100 otherwise stated herein.

101 **ORDAINED** this _____ day of _____, 2017.

102

103 **CITY OF MORROW, GEORGIA**

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Jeffrey A. DeTar, Mayor

SIGNATURES CONTINUED TO NEXT PAGE

112 **ATTEST:**

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117 _____
Yasmin Julio, City Clerk

118

119 **APPROVED BY:**

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124 _____
Steven M. Fincher, City Attorney