



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

1. **ROLL CALL**

2. **APPROVAL OF MEETING AGENDA:**

(Agenda Item 11-06-270)

To add or remove items from the Agenda

3. **CONSENT AGENDA:**

(Agenda Item 11-06-271)

1. Approval of the June 14, 2011 Regular & Joint Meeting Minutes

(Agenda Item 11-06-281)

2. Approval of the June 21, 2011 Special Called Meeting Minutes

(Agenda Item 11-06-282)

3. Approval of a revised Organizational Chart for the City of Morrow

4. **PRESENTATIONS:**

1. Presentation of 25 year pin to Tommy Bowden with the Morrow Fire Dept.
(Presented by Fire Chief Mark Herendeen)

2. Presentation of 5 year pin to James Weeks with the Morrow Fire Dept.
(Presented by Fire Chief Mark Herendeen)

3. Presentation of 5 year pin to James Callaway with the Morrow Police Dept.
(Presented by Police Chief Jeff Baker)

5. **PUBLIC HEARING on Annual Budget for Fiscal Year 2012**

(Agenda Item 11-06-268)

An Ordinance entitled an Ordinance to amend the Code of Ordinances of the City of Morrow, Georgia, as it pertains to the recommendation, approval, and adoption of an Annual Budget for the Fiscal Year 2012, beginning 1 July 2011 and ending 30 June 2012; to allocate Revenues and Expenditures for that period for the operation and enhancement of the various services delivered by the City to its citizens; for the health and well-being of the residents and businesses of the City of Morrow; and for other purposes.

(Presented by Jeff Eady, City Manager)

6. **FIRST PRESENTATION:** None at this time

7. **OLD BUSINESS:**

(Agenda Item 11-06-268)

1. An Ordinance entitled an Ordinance to amend the Code of Ordinances of the City of Morrow, Georgia, as it pertains to the recommendation, approval, and adoption of an Annual Budget for the Fiscal Year 2012, beginning 1 July 2011 and ending 30 June 2012; to allocate Revenues and Expenditures for that period for the operation and enhancement of the various services delivered by the City to its citizens; for the health and well-being of the residents and businesses of the City of Morrow; and for other purposes. *(Presented by Jeff Eady, City Manager)*

8. **NEW BUSINESS:**

(Agenda Item 11-06-283)

1. Approval for the Mayor or his designee to enter into a contract with the Urban Land Institute to sponsor a Technical Assistance Panel.
(Presented by Michael McLaughlin, Planning & Economic Dev. Director)

9. **EXECUTIVE SESSION** (To Discuss Legal and Personnel issues)

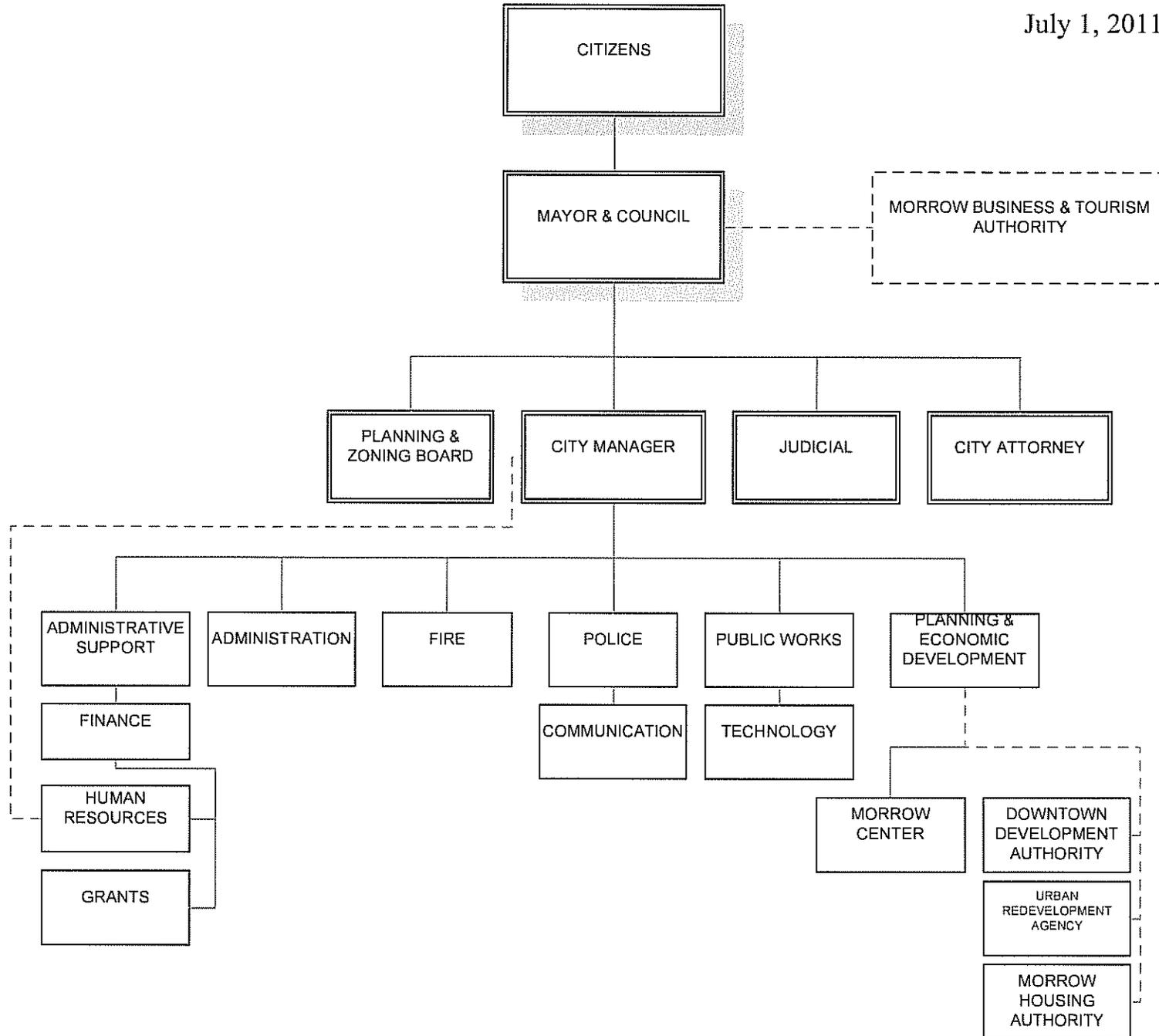
10. **GENERAL COMMENTS:**

Citizens-
City Manager-
Mayor and Council –

11. **ADJOURNMENT:**

CITY OF MORROW

July 1, 2011



AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA, AS IT PERTAINS TO THE RECOMMENDATION, APPROVAL, AND ADOPTION OF AN ANNUAL BUDGET FOR THE FISCAL YEAR 2012, BEGINNING 1 JULY 2011 AND ENDING 30 JUNE 2012; TO ALLOCATE REVENUES AND EXPENDITURES FOR THAT PERIOD FOR THE OPERATION AND ENHANCEMENT OF THE VARIOUS SERVICES DELIVERED BY THE CITY TO ITS CITIZENS; FOR THE HEALTH AND WELL-BEING OF THE RESIDENTS AND BUSINESSES OF THE CITY OF MORROW; AND FOR OTHER PURPOSES.

Section I: Adoption

Be it Ordained and enacted by the Mayor and Council of the City of Morrow, Georgia, that the following Annual Budget for the City is hereby adopted by said Mayor and Council and shall be in full force and effect on July 1, 2011.

Section II: Operating Budget

The Operating Budget for the City of Morrow, Georgia for Fiscal Year 2012 (FY 2012) shall be adopted as follows:

Revenues (Including Reserves):	\$ 14,548,045
Expenditures	\$ 14,548,045

Section III: Budget Administration

The Morrow City Manager is hereby authorized and directed to execute the approved Budget for Fiscal Year 2012 as funds become available, in compliance with the provisions of Ordinance 2010-16 dated February 9, 2010 (the City's Purchasing Policy).

Section IV: Repealer and Enactment

All ordinances or parts of ordinances in conflict herewith are hereby repealed and shall be of no further force or effect from the date of enactment of this Ordinance on this the 28th day of June 2011.

Section V: Enactment Date

This Ordinance is hereby enacted and shall be of full force and effect on July 1, 2011.

Jim Millirons, Mayor

ATTEST:

Evyonne Browning, City Clerk
(Seal)

FIRST READING: June 14, 2011
SECOND READING: June 28, 2011

Technical Assistance Panel Engagement Letter

The Atlanta District Council of the Urban Land Institute (ULI Atlanta) would like to thank The City of Morrow, Department of Planning and Economic Development (the “Sponsor”) for agreeing to sponsor a Technical Assistance Panel (TAP). This Engagement Letter (the “Agreement”) constitutes a binding contract by and between ULI Atlanta and the Sponsor entered into as of this _____th day of _____, 2011 (the “Effective Date”). As part of its purpose, ULI Atlanta provides advisory services in order to improve communities and promote responsible land use. The Sponsor wishes to obtain advice and recommendations from ULI Atlanta for the Southlake Parkway potential redevelopment area.

Develop an implementation plan for the recently completed LCI Study for the defined study area south of the I-75 Interchange, including Southlake Mall and its surrounding areas, that recommends redeveloping the Southlake Festival Plaza into a Transit Oriented Development (TOD) mixed-use district. The intent is to transition this area from heavily retail oriented district to a mixed-use district that addresses the changing demographics, the regional retail competition and capture the emerging opportunities.

Pursuant to this Agreement, ULI Atlanta agrees to perform the following scope of work:

- I. Pre-Panel (4-8 weeks)
 - Work with Sponsor to define expectations, shape questions, and prepare for panel
 - Work with Sponsor to develop the agenda for the panel
 - Identify expertise needed to complete assignment and appropriately staff the panel
- II. On-Site (1 day)
 - Assist Sponsor with any agreed-upon site tour and other on-site logistics.
 - Work with moderator to identify and discuss issues and engage any invited stakeholders
 - Take notes on panel deliberations and help prepare presentation to sponsors
- III. Post Panel (6-8 weeks)
 - Write panel report, obtaining input from panel and Sponsor representatives
 - Within 8 weeks of completion of the TAP, a final report will be provided to the sponsor in electronic format (PDF file) and 10 hard copies to follow.
- IV. Report Contents
 - Developer’s perspective on the market and the LCI Study recommendations
 - Maps of the parcels or sites with the highest potential catalyst redevelopment and land assembly/acquisition strategies.
 - Specific recommendations for a program that the market can support and is financially feasible
 - Recommendations for the public and/or private partnership components required to implement; such as land acquisition, infrastructure, zoning, joint partnership, incentives, financing, organizational structure and others.

- Recommendations for public realm components and infrastructure required and financing strategies.
- Develop a set of specific action steps for the city to take to implement and a package to present to potential developers.
- Recommended steps to approach and market the project and vision to development community
- A Communication strategy to educate the city leaders and staff on the efforts involved in realizing such projects.
- Some case study examples of other successful projects and sharing experience of other communities in similar efforts and lessons learned

The Sponsor agrees to provide the following at its expense:

- Reserve meeting space for the panel for the on-site day (TBD) The space should be large enough to accommodate the estimated number of attendees, including eight to ten panelists, a moderator(s), sponsor and four to six ULI/TAP representatives, stakeholders and others, as well provide space for break-out sessions.
- Lead the coordination of the sponsor briefing. This includes identifying, inviting and confirming key participants, as well as preparing them for the event.
- Provide transportation for any site tours to accommodate up to 12 people, including panelists/moderator(s), ULI Atlanta/TAP representatives as well as Sponsor representatives, tour guides and any stakeholders.
- Provide continental breakfast and coffee, refreshments and lunch for the panelists and moderator.
- Compile briefing materials and send to ULI Atlanta at least two weeks prior to the panel.
- Review draft report for accuracy and provide comments in a timely manner (no more than two weeks from receiving draft) so as not to delay its publication.

Fee for Services:

- In return for the advice and recommendations described herein, ULI Atlanta charges a fee of \$7,500.00 to cover the administrative costs of the assignment and to support its scientific and educational programs. A pre-payment of \$2,500.00 is due and payable upon execution of this engagement letter and the balance is due and payable upon receipt of the final report. An invoice for payment will be submitted with the final report.

The Sponsor may make such use of the report as they may deem desirable. It is further understood that ULI Atlanta may make such use of the report prepared of the panel's findings and recommendations as it may deem desirable, and the Sponsor herewith specifically agrees that ULI Atlanta may publish and disseminate such report or any part thereof in conjunction with its research and educational programs.

ULI Atlanta shall not be responsible for damages of any kind arising from the performance of services under this agreement, unless such damages arise from gross neglect on the part of ULI Atlanta. The parties agree that ULI Atlanta's aggregate liability for damages of any nature shall be limited to the amount of the fee under this agreement. The terms of this paragraph shall survive the expiration or termination of this Agreement.

Each party represents to the other that it has the legal power, right and authority to enter into this Agreement

and to consummate the transactions contemplated hereby.

Sponsor and ULI Atlanta hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

This Agreement shall not create a partnership or joint venture relationship between the Sponsor and ULI Atlanta.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written hereinabove.

The City of Morrow

ULI ATLANTA:

Name/Title

Jeff Dufresne
Executive Director

Signature

Date

Date