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**CITY OF MORROW, GEORGIA**

**September 25, 2012**

**Regular Meeting**

**7:30 pm**

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

1. **ROLL CALL**

2. **APPROVAL OF MEETING AGENDA:**

To add or remove items from the Agenda:

3. **CONSENT AGENDA:**

1. Approval of the September 11, 2012 Regular and Work Session Minutes.

4. **REPORTS AND PRESENTATIONS:**

1. Presentation of a 25 year service pin to Fire Lieutenant Paul Bonner.  
*(Presented by Fire Chief Mark Herendeen)*

2. Financial Update *(Presented by Dan Defnall)*

5. **PUBLIC HEARING**

1. Public Hearing on a Variance Request by Windrose Southlake Properties, LLC to allow an existing chain link fence to remain on the property located at 6635-6651 Lake Drive, Morrow, GA. 30260.  
*(Presented by Brecca Johnson, Senior Planner)*

6. **FIRST PRESENTATION:** None

7. **OLD BUSINESS:** None

8. **NEW BUSINESS:**

1. Approval of a Contract between the City of Morrow and Leisure Lines, Inc. for the purchase and installation all materials on the Milton Daniel Walking Trail project in the amount of \$73,924.68. The project is funded through the Department of Natural Resources and administered through the Land and Water Conservation Fund (LWCF) Program.

*(Presented by Grant Administrator Sylvia Redic)*

2. Approval of a Contract between the City of Morrow and Hasley Recreation and Design, Inc. for the purchase and installation of the Hammack Park Playground project in the amount of \$74,895.00. The project is funded through the Community Development Block Grant (CDBF) and administered through the Clayton County Housing and Community Development Program.

*(Presented by Grant Administrator Sylvia Redic)*

9. **GENERAL COMMENTS:**

Citizens-  
City Manager-  
Mayor and Council –

10. **ADJOURNMENT:**



come to morrow

## City Council Meeting-Executive Summary

1500 Morrow Rd. Morrow, GA 30260 678.902.0870 (T) 770.960.3002 (F)

**Meeting Date:**

September 25, 2012

**Department:**

Planning+ Economic Development

**Action Type:**

Action Requested by City Council

For Informational Purposes Only

**Attachments/Exhibits for this Item:**

1. Staff Report
2. Site Photos
3. Survey Plat/Site Plan (2)
4. Photos of Proposed Fence Materials
5. Letter of Ownership & Intent
6. Letters from Existing Tenants (4)

**Presenter:** Brecca R. Johnson, Senior Planner

**Agenda Item/Request:**

- **Applicant:** Windrose Southlake Properties, LLC/ HealthCare REIT, Inc.
- **Address:** 6635-6651 Lake Drive (Southlake Medical Center)
- **Variance Request:** To allow an existing chain link fence to remain installed within a General Business (BG) zoning district, which is currently prohibited by the fence

**Summary Points: During & After the Planning+Zoning Board Meeting**

- During the Hearing:**
- The applicant displayed several photos of other chain link fences. P+ED staff confirmed that only one of the photos is of a fence within the City (Georgia DOT temporary fence used during the construction of I-75/Jonesboro Road interchange).
  - Based on the applicant's and tenants' letters, there was a clear consensus that installing the chain link fence provided them safety and would combat the criminal activity in the area
  - However, P+ED Staff addressed the issue that the chain link fence provides only a perception of safety and wanted to assist them in how to solve the issue of criminal activity
  - P+ED Staff provided the applicant with Police Chief Leighty's contact information
- After the Hearing:**
- On August 29, 2012, Police Chief Leighty met on-site with the tenants to address their specific concerns of safety on the property.
  - On September 6, 2012, the applicant met with Mayor Burke, City Manager Jeff Eady, and Chief Leighty to further discuss safety issues and their variance request.
  - A Security Assessment will be performed by the Morrow Police Department on Thursday, September 20, 2012 at 11:30 a.m.

**Additional Comments/Recommendation:**

- Planning+Zoning Board recommended **DENIAL** of this request on August 21, 2012.
- Planning Staff recommended **DENIAL** of the request based on the fact that the request did not meet any conditions for variance requirements, under Section 703(1)(A).
  - Fences are allowed in commercial zoning districts, but they must be made of masonry, wrought iron, or cast aluminum materials, **not** chain link.

## Fence Variance Request- Staff Evaluation

**Applicant:** Windrose Southlake Properties, LLC/ HealthCare REIT, Inc.  
 c/o Tawana Massey  
 755 Mt. Vernon Highway, Suite 360  
 Atlanta, GA 30328  
 (404) 847-9276

**Property Address:** 6635-6651 Lake Drive (Southlake Medical Center)  
 Morrow, GA 30260

**Zoning Classification:** BG (General Business) District

**Proposed Request:** **Variance from Section 703(1)(A)**  
 To allow an existing chain link fence to remain installed within a BG zoning district, which is currently prohibited by the fence code

**P+Z Board Meeting:** August 21, 2012  
**City Council Meeting:** September 25, 2012

**Zoning History:** The subject property is zoned General Business (BG), according to the City of Morrow Official Zoning Map. Table 1.0 identifies the current zoning and existing land use of adjacent properties.

**Table 1.0 Current Zoning and Existing Land Use**

Current Zoning	Existing Land Use
North- General Business (BG )	Vacant/Undeveloped
South - General Business (BG )	Vacant/Pond-Abutting Mt. Zion Road
Northeast- General Business (BG )	Southlake Mall (Sears)
Southeast –General Business (BG)	Village at Southlake- Abutting Lake Drive
West- General Business (BG )	Vacant/Undeveloped



**come to morrow**  
**Planning + Economic Development Department**  
1500 Morrow Rd. Morrow, GA 30260 678.902.0870 (T) 770.960.3002 (F)

**Executive Summary of this Request:**

The applicant is requesting that a recently installed chain link fence be allowed to remain along the side and rear property lines with vinyl slats added to the fence for screening purposes (see Photos of Proposed Fence Materials). As depicted on the site plan, 120 feet or so of pre-existing chain link fencing has been along the west property line for a number of years (grandfathered). However, the new chain link fence, which was installed in May 2012, was done so without a permit submittal to the P+ED Department and is currently out of compliance with the City Zoning Code.

According to the Zoning Code, chain link fencing and other fence materials consisting of bars, poles or tubing is expressly prohibited within the BG zoning district. Section 703(A) states that masonry, wrought iron, or cast aluminum fences are allowed to be installed in the BG zoning district, along with a landscape plan.

According to the applicant, suspicious activity was an issue on the property before the chain link fence was installed. Morrow Police Department records confirm criminal activity prior to the installation of the fence. At this time, the applicant is requesting a variance to keep the chain link fence installed and proposes to install vinyl slats to the existing fence, which would provide added screening.

Adjacent properties consist of vacant, wooded floodplain to the north, west and south, with Southlake Mall to the northeast, and Village at Southlake plaza to the southeast. Sidewalks are currently in place along Mt. Zion Road, south of the property, but there are no sidewalks along Lake Drive or Southlake Circle, in which the property has road access. This could prompt pedestrian travel along the property to access Southlake Medical Center or Southlake Mall.

**Ordinances, Codes affected by this Request:**

- *Article VII: Exemptions, Modifications and Encroachments, Section 703(1)(A) Fences and Hedges, general rules*
- *Article XIV: Appeals, Section 1403 Powers and Duties*

**Criteria Point 1:** *Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures, or buildings in the same district.*

Based on a site tour of the property, Planning Staff has found that there are no special conditions or circumstances that exist which are peculiar to the land or building, which would give merit to this variance request.

**Criteria Point 2:** *Literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.*

Granting this variance would not deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance. Section 703(1)(A) prohibits chain link fencing, but allows for masonry, wrought iron, or cast iron aluminum fences in the BG zoning district.

**Criteria Point 3: *Special conditions and circumstances do not result from the actions of the applicant.***

The special conditions and circumstances that prompted the variance are the result of the actions of the applicant. At this time, the subject property is out of compliance with the City Code requirements for fencing prohibited by the Code and currently does not have a permit for the recently installed fence.

**Criteria Point 4: *Granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or building in the same district.***

Granting the proposed variance would confer on the applicant significant privileges which are denied to other lands, structures, or buildings in the same district. Any property owner and/or business owner can request a variance from the Morrow Planning+Zoning Board and City Council.

**Criteria Point 5: *Granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.***

The request does not constitute the minimum variance necessary to allow the chain link fencing on the property. The minimum requirement for fencing materials is masonry, wrought iron or cast aluminum within the BG zoning district.

**Criteria Point 6: *Granting the variance will be in harmony with the general purpose and intent of this ordinance, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.***

Granting this variance will not be in harmony with the general purpose and intent of this ordinance and could be injurious to the neighborhood or detrimental to the public welfare, in regards to aesthetics. If the request is granted, it could set a precedent which may spur an increase in similar variance requests.

**Staff Recommendation:**

Planning Staff recommends **DENIAL** of the applicant's request based on the fact that the request did not meet any conditions for variance requirements, under Section 703(1)(A). Fences are allowed in commercial zoning districts, but they must be made of masonry, wrought iron, or cast aluminum materials, not chain link.

**Attachments:**

- Site Photos for this Request
- Survey Plat/Site Plan (2)
- Photos of Proposed Fence Materials
- Letter of Ownership and Intent
- Letters from Existing Tenants (4)



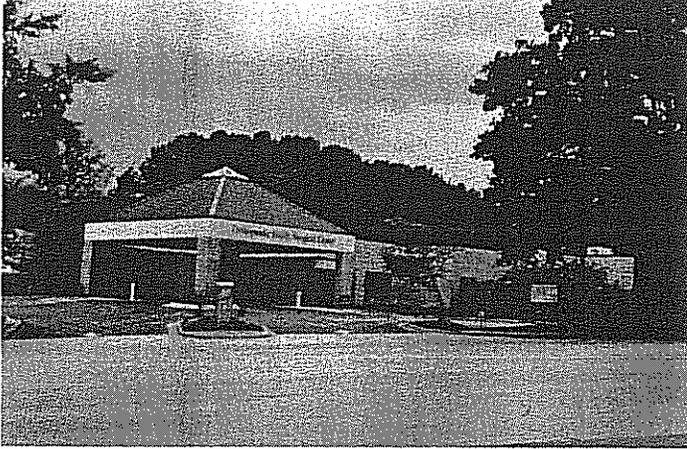
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Planning + Economic Development Department

1500 Morrow Rd. Morrow, GA 30260 578.902.0870 (T) 770.960.3002 (F)

Site Photos for this Request (1 of 2):

Subject Property from Lake Drive



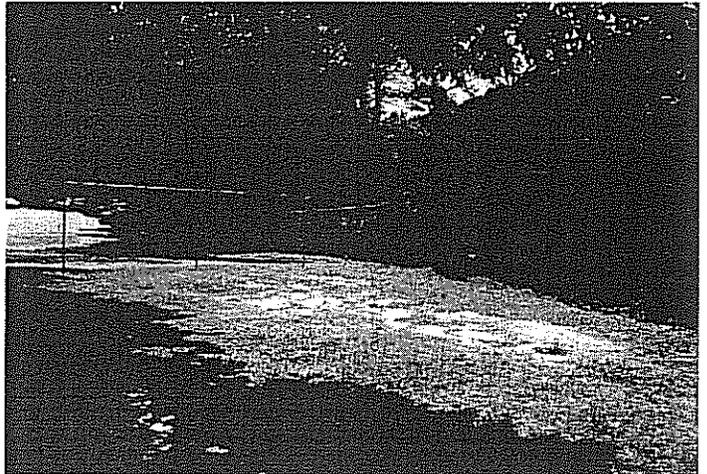
Recently Installed Chain Link Fence (South)



Recently Installed Fence-View toward Mt. Zion Road



View to the West- Vacant, wooded flood plain



**Site Photos for this Request (2 of 2):**

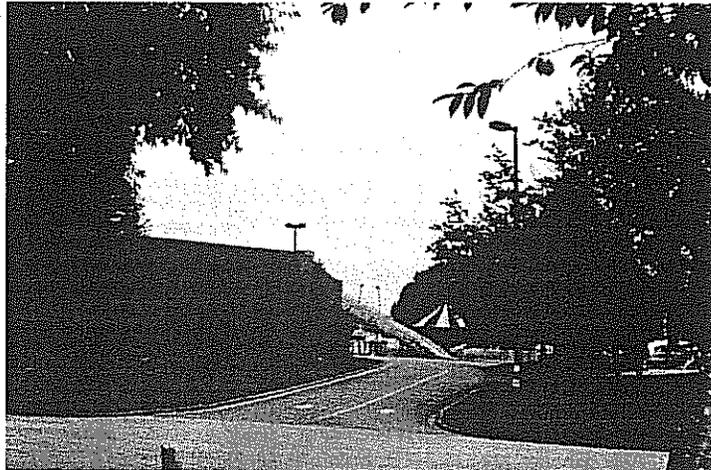
**Pre-Existing Fencing- Rear of Property, w/ Landscaping**



**View to the Northeast, Southlake Mall (Sears)**

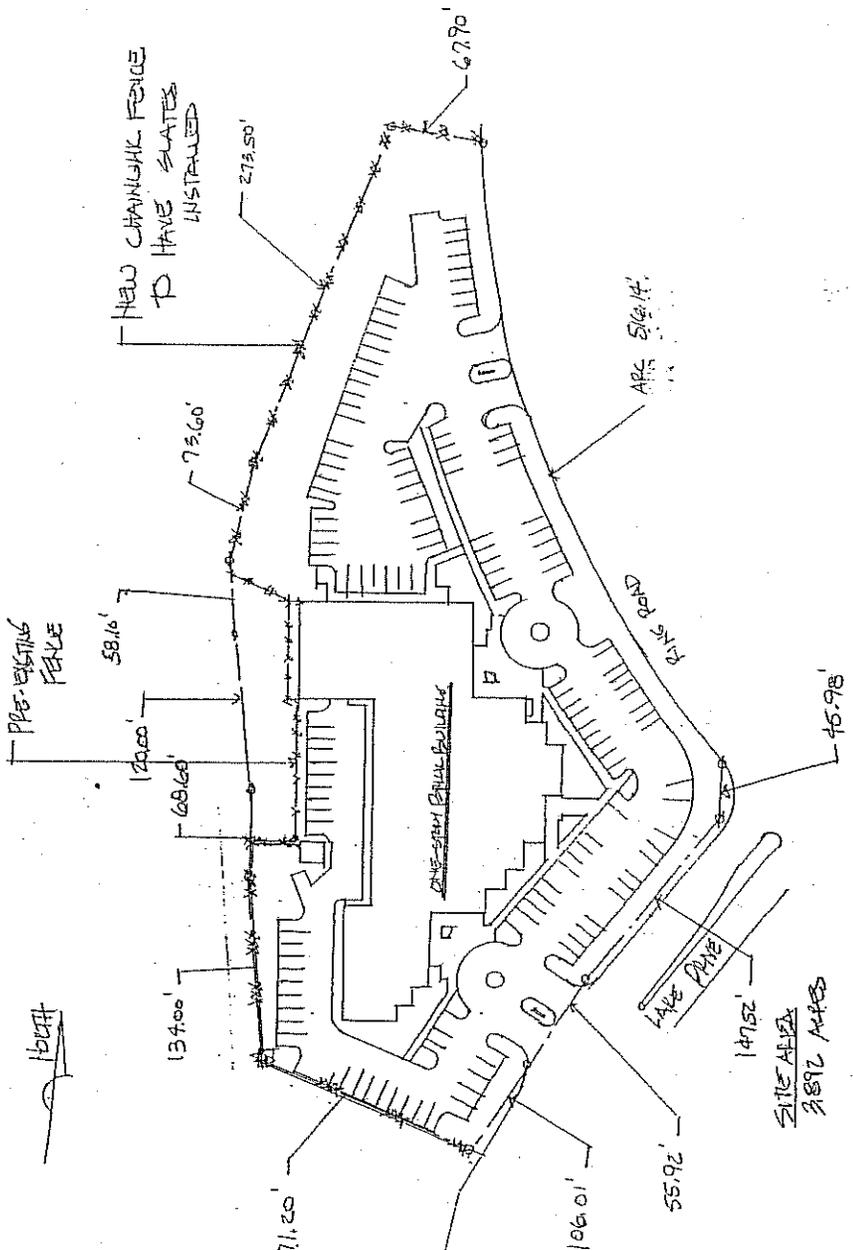


**View to the Southeast, Village at Southlake**





My work performance is held in strict confidence. I am not to be held responsible for any work done by others. I am not to be held responsible for any work done by others.



KEY

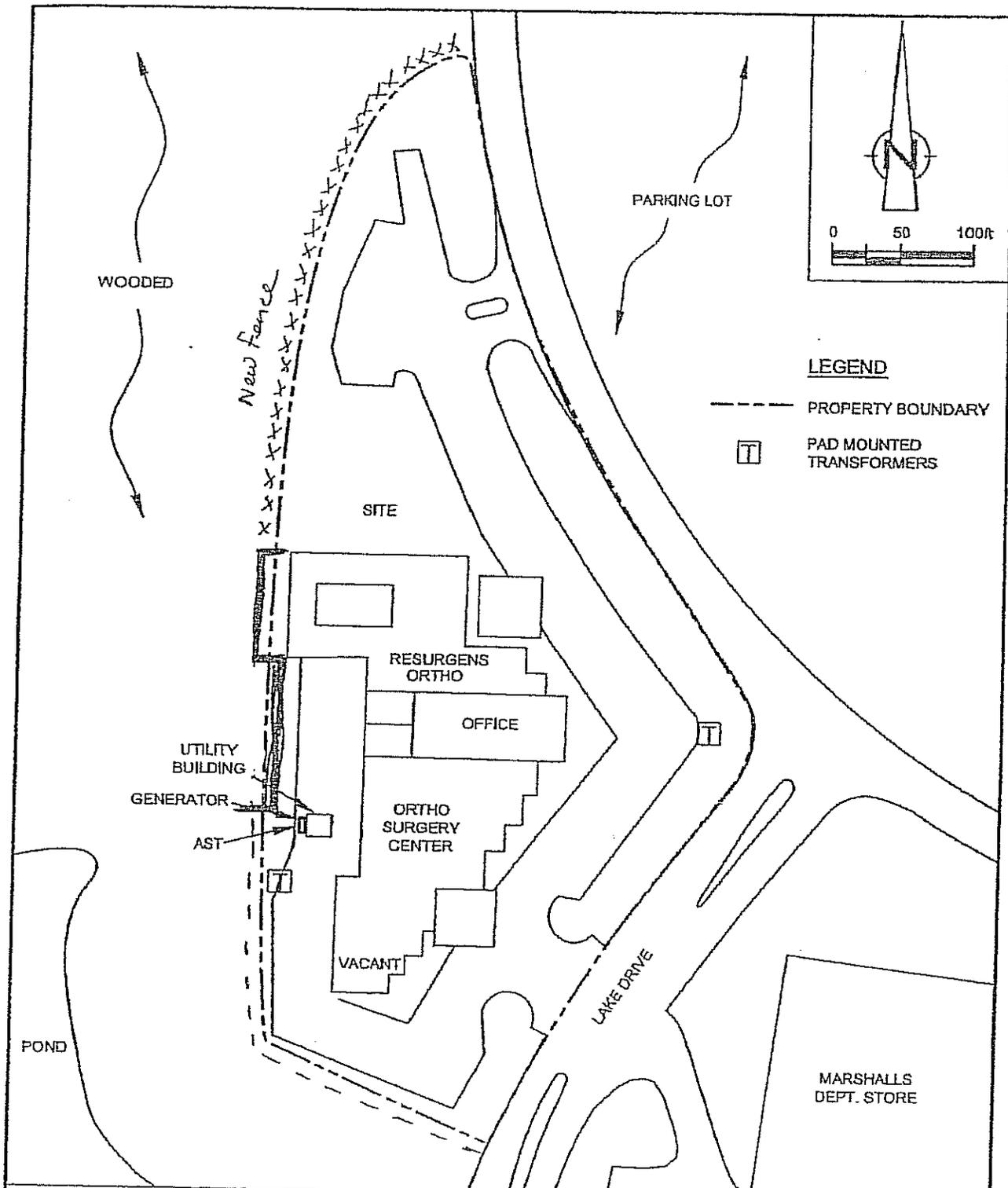
- X- PRE-EXISTING FENCE
- XX- NEW CHAINLINK FENCE TO HAVE SLATES ADDED
- XXX- PROPOSED NEW CHAINLINK FENCE WITH SLATES

SCALE: 1" = 60' @

NO.	DATE	REVISION	SHEET NO.
1	MAY 21, 2012		1 OF 1

**Gibbs Landscape Co.**  
 4055 Atlanta Rd., Suwanee, GA 30086  
 (770) 433-2781

PLANNING LAYOUT  
 SOUTH LAKE MEDICAL CENTER  
 6005 LAKE DRIVE  
 WOODBRIDGE



— Present fencing in place  
 - - - - - New Fencing

figure 2  
 SITE PLAN  
 PHASE I ESA  
 6635 LAKE DRIVE MORROW, GA

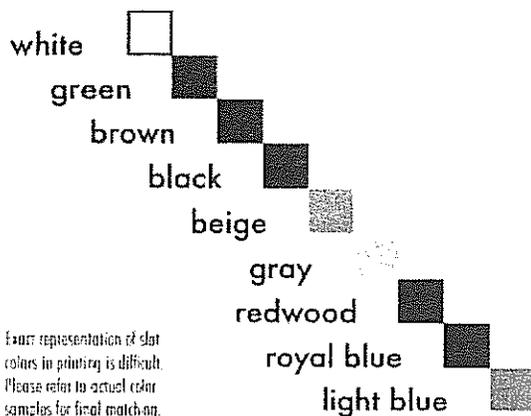


# BOTTOM LOCK

The Bottom-lock slat provides an economical and attractive way to enhance any chain link fence. Filtrona Extrusion is the largest manufacturer of Bottom Lock, which are marketed under the PDS® brand name. With over 25 years of experience extruding this product and an exclusive, patented, locking design, you can be assured of the highest standards in quality - from the raw materials used in manufacturing to the finished product in your fence.

- ❖ **DESIGN:** Bottom-Lock Slat are flat tubular in shape, with reinforced "legs" inside for extra durability. Our patented, locking channel provides a "snap-in" locking effect for security and to deter vandalism.
- ❖ **STANDARD HEIGHTS:** 4, 5, 6, 7, 8, 10 and 12 feet. Special heights available upon requests.
- ❖ **WIND LOAD AND PRIVACY FACTOR:** Approximately 75%.
- ❖ **SLAT LENGTH:** 3 1/2" shorter than overall height of fence.

Ask for details about the 25-year warranty.



\* Exact representation of slat colors in printing is difficult. Please refer to actual color samples for final matching.



## FENCE PRODUCTS

Filtrona Extrusion (East)  
P.O. Box 370  
Athol, MA 01331  
1.800.755.7528

Filtrona Extrusion (West)  
3110 70th Ave. E.  
Tacoma, WA 98424  
1.800.822.7528

[www.pdsfence.com](http://www.pdsfence.com)

Covered by one or more of the following patents:  
US Patent 4,725,044 / 5,165,664 / 5,234,197 / 4,995,591

patented products from  FILTRONA EXTRUSION

# FENCE PRODUCTS SPECIFICATIONS

## BOTTOM LOCK SIZE SPECS

SLAT TYPE	SLAT WIDTH	MESH SIZE	WIRE GAUGE	SLATS PER BAG	APPROX. COVERAGE PER BAG
BOTTOM LOCK 2"	1 1/2"	2"	9 OR 11	82	10 LINEAR FEET
BOTTOM LOCK 2 1/4"	1 1/4"	2 1/4"	11 1/2 OR 11	78	10 LINEAR FEET
BOTTOM LOCK 1 3/4"	1 1/4"	1 3/4" & 2"	6, 9 OR 11	97	10 LINEAR FEET

### MATERIALS

The Bottom Lock product is extruded from High Density Polyethylene (HDPE), color pigments and ultra violet (UV) inhibitors, specifically designed to retard the harmful effects of the sun and lengthen the life of the product.

### DURABILITY

PDS<sup>®</sup> HDPE Fence Products are resistant to: severe weather conditions, salt water, sand, road dirt, most acids, alcohol, alkaline, ammonia, petroleum distillates, and common environmental pollutants.

### MAINTENANCE

Pressure cleaning of surface contaminants is quickly accomplished with plain water.

### WINDLOAD DISCLAIMER

Filtrona will not be responsible for fence damage resulting from wind load conditions due to insufficient structural support.

### HDPE TECHNICAL PROPERTIES

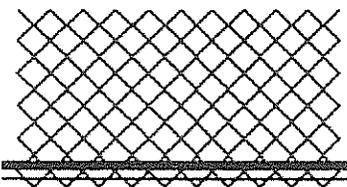
Property	Value
Melt Index	(.6) A low melt index indicates improved stress and crack resistance.
Density	(.957) Polyethylene ranges anywhere from .914 to .960 in density. A higher density yields maximum stiffness without becoming overly brittle.
Minimum Temp.	(-76° F) Polyethylene stays flexible even at this temperature extreme.
Maximum Temp.	(250° F) Polyethylene does not distort until reaching this temperature.
Tensile Strength	(3,700 psi) Material will not suffer distortion at lesser loads or impacts.

### LIMITED WARRANTY

Bottom Lock carries a 25-year, pro-rata warranty against breakage under normal conditions. Write Filtrona Extrusion for full warranty information.

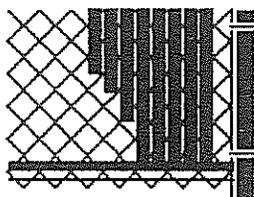
## INSTALLATION INSTRUCTIONS

### Step 1



Insert rail horizontally in first full diamond at bottom of fence with open side facing up.

### Step 2



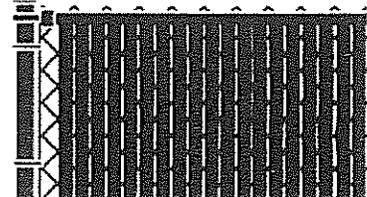
Insert vertical slats with beveled/notched end downward. Slat engages and interlocks with bottom rail.

### Step 3



Push the vertical slat into the horizontal channel to Lock-In Place.

### Complete



Enjoy a beautiful fence that was simple to install.

Contact your local fence professional for more information about our complete line of enhancement products.





**Pexco / PDS® FENCE PRODUCTS LIMITED WARRANTY**

This limited pro-rata warranty is extended only to the original consumer of PDS® Fence Slat products and is valid only with respect to consumers within the United States of America and Canada.

PDS® Fence Slats are manufactured from virgin high-density polyethylene and pigmented to protect them from rapid deterioration by the sun's ultraviolet rays. They are not affected by normal temperature variation 76° F – 160° F.

PDS® warrants on a pro rata basis the nine standard colors of P.D.S.® Fence Slat products for a period of twenty-five (25) years from the date of original purchase. Should the Fence Slats prove defective by reason of improper workmanship or material degradation, P.D.S.® will replace the Fence Slats for a proportionate charge based on the twenty-five year warranty period.

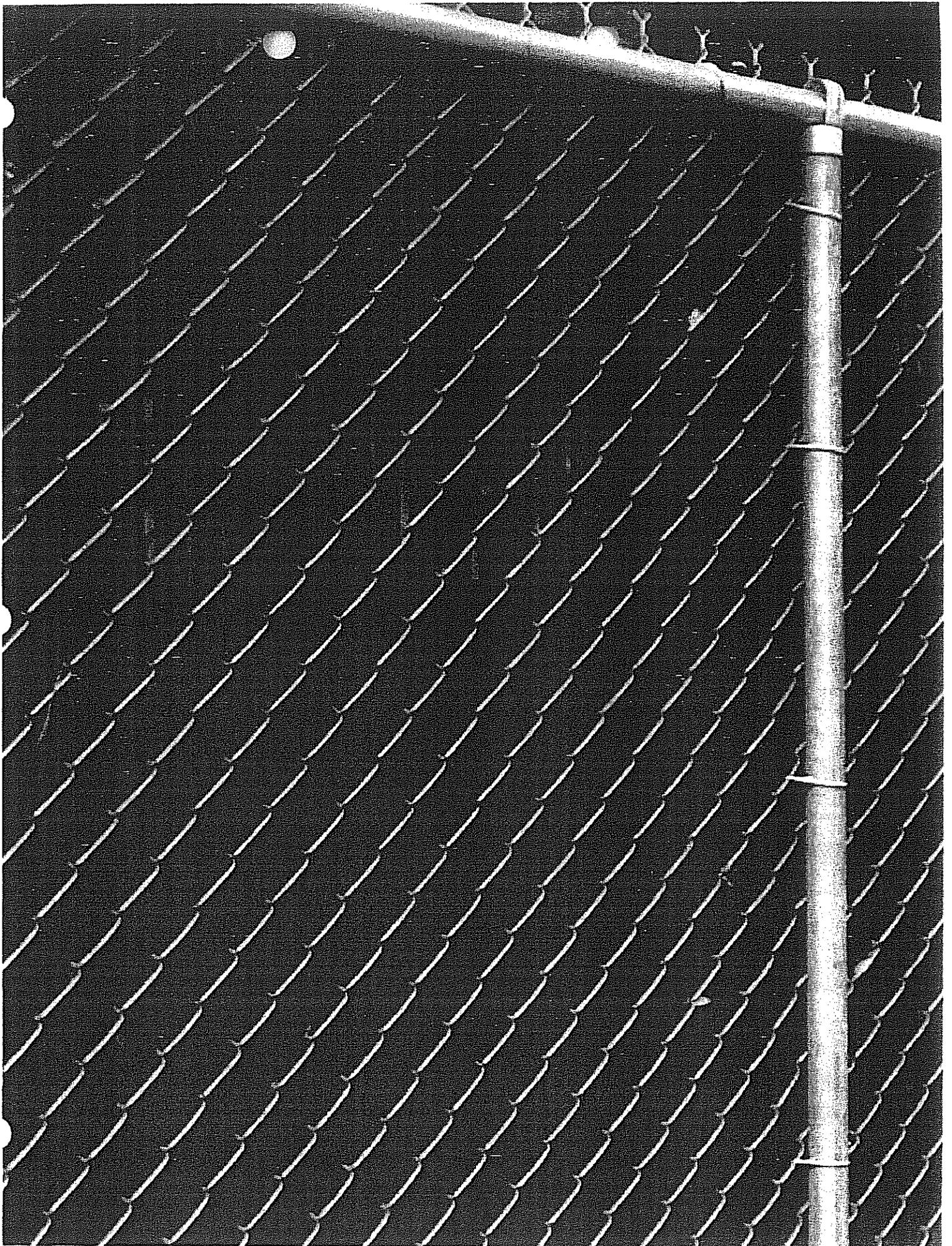
PDS® does not warranty and is not liable for any labor costs associated with the installation, removal or re-installation of our Fence Slat products.

**ADJUSTMENT ALLOWANCE**

1 <sup>st</sup> Year	100%	14 <sup>th</sup> Year	48%
2 <sup>nd</sup> Year	96%	15 <sup>th</sup> Year	44%
3 <sup>rd</sup> Year	92%	16 <sup>th</sup> Year	40%
4 <sup>th</sup> Year	88%	17 <sup>th</sup> Year	36%
5 <sup>th</sup> Year	84%	18 <sup>th</sup> Year	32%
6 <sup>th</sup> Year	80%	19 <sup>th</sup> Year	28%
7 <sup>th</sup> Year	76%	20 <sup>th</sup> Year	24%
8 <sup>th</sup> Year	72%	21 <sup>st</sup> Year	20%
9 <sup>th</sup> Year	68%	22 <sup>nd</sup> Year	16%
10 <sup>th</sup> Year	64%	23 <sup>rd</sup> Year	12%
11 <sup>th</sup> Year	60%	24 <sup>th</sup> Year	8%
12 <sup>th</sup> Year	56%	25 <sup>th</sup> Year	4%
13 <sup>th</sup> Year	52%		

This Warranty Schedule is based on your Original Purchase Price or the Current Suggested Retail Price, whichever is higher at the time of replacement. The adjustment is for merchandise only and does not include any labor or reinstallation costs.

\* PDS® Fence is a registered trademark of Pexco LLC



June 11, 2012

City of Morrow  
Planning & Economic Development Department  
1500 Morrow Road  
Morrow, GA 30260

Dear Morrow City Council,

Windrose Southlake Medical Properties, LLC d/b/a HealthCare REIT, Inc. as owner is requesting a variance in the matter of the chain link fence installed at Southlake Medical Center located at 6635-6651 Lake Drive in Morrow, Georgia 30214.

The purpose of our request is to receive permission to keep the existing fence which was added on to the previously installed chain link fence attached to our building.

Our goal as building owners is to create a safe environment for our medical office tenants. In the past we have noticed a lot of suspicious activity in and around the wooded area of our medical center. People use our parking lot to access the woods which makes our tenants very uncomfortable. There have been multiple incidents involving criminal activity on our property as well as the retail centers within close proximity making employees feel unsafe. The new fence has deterred unwanted foot traffic and reduced suspicious activity on property. With the addition of the fence along with lighting and cameras added in the last two years, security is a much needed priority at this location.

We respectfully request this variance to keep the existing chain link fence and are willing to add a vinyl insert to make the fence more attractive. With your approval we would install the vinyl inserts immediately. I have attached the product specifications and a printed color selection for you to choose from.

Following this cover you will find letters from our tenants regarding the fence as well as the variance application for your review

Please feel free to contact my office if you have questions or need further information.

Thank you for your consideration.

Sincerely,



Tawana Massey

Associate Property Manager



# Orthopaedic South Surgical Center

6645 Lake Dr  
Morrow, GA 30260  
(678) 422-4280 Voice  
(678) 422-4287 Fax  
www.ortho-south.com

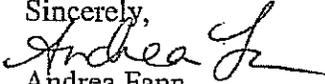
May 2, 2012

To Whom It May Concern,

Due to the criminal activity in our area, we requested additional security. We requested that security to include camera's (which were beneficial to City of Morrow police) & fence around the property.

Over the past few years, we have many patients & employees uncomfortable to come to our facility. We have shoplifters and other criminals run through our parking lot from the mall, prostitutes and pimps soliciting (I have had to throw away condoms found in our parking lot), and unauthorized vehicles and teens hanging out in our parking lot. We have been broken into three times in previous years. Our employee's and patient's cars have been broken into and vandalized. A young man ran into our waiting room after holding up another tenant at gun point and attempted car jacking (recently). City of Morrow has held an in-service with my employees, however, more needs to be done. I feel that the fence will serve as a deterrent and keep the kids from walking up from behind the building. Couple of weeks ago, 2 teens stashed bikes behind hour Chiller/Generator. Between the known gang activity in the area, shootings, burglary, car-jacking, rapes, prostitution, drugs and kidnappings, it is difficult to find and retain employees and patients. We have already requested additional patrols in the area and we are on the list for a car in our lot. We are considering relocating out of Clayton County due to the crime.

We request that a Variance to be approved to assist keeping our patients and employees safe.

Sincerely,  
  
Andrea Fann  
Administrator



**RESURGENS<sup>PC</sup>**  
**ORTHOPAEDICS**

May 10, 2012

Morrow City Council  
Healthcare Reit  
Attention: Tawana Massey

To Whom It May Concern:

Resurgens Orthopaedics has owned/ leased space in the South Lake Building since 2001. During this period of time when school is on recess, or has started back, the traffic behind the building and people coming out of the woods into our employee parking lot daily has greatly increased. Christmas time with the mall being in front of our building is no exception for our employees. On numerous occasions, people walk between cars and look into the building windows. There have been several break ins with staff cars all through the year and in broad daylight. Unsavory characters run through the parking lot, down thru the woods with the police chasing them. This has happened many times in eleven years of being a tenant in the building. Morrow police cruises the parking lot, but it does not stop the action of unsavory people.

Recently, a robber came into the building and changed clothes, leaving behind other people that are patients of the practice. As you are aware, the area has become dangerous in daylight as well as night time. Our surgery center has been vandalized twice. Our physicians and managers are extremely concerned for the safety of our staff. No one leaves the building without a partner and no one stays late at night to work any longer. I myself had an incident in December where a lady tried to come into the building thinking that she could possibly get in posing as a patient. My car was the only car in the lot at 6pm. We do not open our doors after 5-6pm any longer.

The fence that was placed around the property was a relief to many staff members. The addition of the fence shows the employees that the Landlord and the tenant are concerned about safety. The presence of Morrow police during the day is also comforting to 60 staff members that are on the premises at any given time of the day. Simple enough, people would have to jump over the fence to get into the parking lot and the fence will reduce foot traffic. We are asking for consideration to allow the Southlake Building/Healthcare Reit to continue with the fencing as is around the property. The addition of the fence is necessary in keeping staff, physicians and patients safe at this building.

Thank you.

  
Melody Abraham/Regional Director  
Resurgens Orthopaedics South Region  
678-422-4217

May 3, 2012

Dear Healthcare Reit Management,

Thank you for installing the fence around the property at 6651 Lake Drive, Morrow, GA 30206. After that scary day back in January with so much police activity going on with several branches of law enforcement and manhunt which included dogs and helicopters. We had to cancel several patients causing our business to lose revenue. The installation of the fence was a welcomed site to our patients which are elderly and their safety or their perceived safety is our number one concern, so once again we say thank you for taking care of your tenants.



*Tammie Bowie* | H.I.S. in Training  
AccuQuest Hearing Centers  
6651 Lake Drive | Morrow, GA 30260  
O: (770) 960-5520 | F: (770) 960-5625  
[tammie.bowie@accuquest.net](mailto:tammie.bowie@accuquest.net)



## CAPITOL ANESTHESIOLOGY, P.C.

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TO: City of Morrow  
FROM: Jan Kersey  
DATE: May 2, 2012

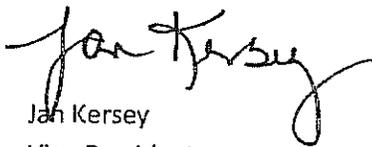
To Whom it May Concern:

Our business is located in the Southlake Medical Center at 6649 Lake Drive, Morrow, Ga. Recently Healthcare Reit, the management group of our building, put up a fence around the back perimeter of our building. It is my understanding that the City of Morrow is asking Healthcare Reit to remove the fence because it violates code.

Because the businesses located here are primarily medical, the staffs arrive to work very early in the morning when it is still dark. In the winter, many times it is dark before staff will leave the building. The fence provides extra security for much of the parking area.

For these security reasons, it is my sincere hope that some kind of resolution can be found that will allow the fence to remain.

Sincerely,

  
Jan Kersey  
Vice-President



## City of Morrow CONTRACT AGREEMENT

This agreement made and entered into this the **25<sup>th</sup> day of September, 2012**, by and between the City of Morrow, party of the first part (hereinafter called the City), and **Leisure Lines, Inc.**, party of the second part (hereinafter called the Contractor), who have been duly authorized to execute this agreement.

WITNESSETH:

WHEREAS, the City and the Contractor desire the purchase and installation of the **Milton Daniel Walking Trail** project, and the Contractor desires and agrees to furnish and deliver all the material and to do and perform all the work and labor for said purpose. **The project is funded through the Department of Natural Resources and administered through the Land and Water Conservation Fund (LWCF) Program.**

The project being more particularly described as follows:

**Leisure Lines, Inc. will execute all site preparation, which is the primary walking trail at Milton Daniel Park. After site preparation, the Contractor will surface the primary walking trail with Rainbow Turf Pour N Place recycled rubber in earth tone coloring. The surface is 1030 square feet and is 10' wide.**

Failure to perform the above-listed tasks, frequency of tasks, or general instructions will be considered cause for termination of this contract with ten (10) days notice to the Contractor.

NOW, THEREFORE, in consideration hereinafter fully set out, the parties agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans and specification prepared (or approved) by the City Manager or his authorized representative the originals of which are in file in the office of City Clerk, City of Morrow and which said specifications are hereby made a part of this agreement as fully as to the same effect as if the same had been set forth at length in the body of this Agreement.

(2) This Agreement is on a unit basis. It is understood that the quantities are approximate only and are subject either to increase or decrease and any increases or decreases are to be paid for at the contract price.

(3) The City hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of **\$73,924.68**.

(4) The City and Contractor agree that the financing of this project shall be as follows: **Contract sum of \$73,924.68 will be made in two payments, fifty percent due with order and balance due upon receipt and installation of materials.**

(5) The Contractor shall commence the work to be performed under this Agreement on a date specified in a written Notice to Proceed and shall substantially complete all work hereunder, except as otherwise provided in these documents for extension of the time limit, within **60 Calendar Days** Substantial completion is the time at which the project can be fully utilized for its intended purpose. Upon written notification to the Engineer that the project is substantially complete, a final site visit will be made and a punch list of deficient items will be generated. The Contractor will receive a written copy of the punch list, and must achieve final completion by correcting all punch list items within 30 days of receipt. Because of the difficulty of fixing damages suffered by the City on account of such default, damages are herein agreed upon as stated.

(6) The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the City. The decision of the City Engineer upon any question connected with the execution or fulfillment of this agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

(7) It is mutually agreed that the Contractor shall warranty all work done as a part of this contract agreement for a period of one year from the date of final acceptance by the City.

(8) The City of Morrow reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days written notice to the Contractor.

(9) Employees, aides, staff helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. The City of Morrow reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications should be deemed to obligate the City under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of the Agreement.

(10) Nothing contained in the Agreement shall create a contractual relationship with or cause of action of a third party against the City of Morrow.

(11) Contractor agrees to indemnify, save and hold harmless, and defend the City of Morrow, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of the Contractor's operation and provision of services, including but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by the City of Morrow.

(12) This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and insure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.

(13) Any notice or communications required or permitted hereunder shall be sufficiently given if sent Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor:                   **Claudia Mertl**  
                                                  **3500 Lost Valley Drive**  
                                                  **Lake Spivey, GA 30236**

As to City:                           **City of Morrow**  
                                                  **1500 Morrow Rd.**  
                                                  **Morrow, Ga. 30260**

Or such address as shall be furnished by such notice to the other parties.

(14) No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.

(15) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

(16) If any provisions of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

Executed on behalf of  
City of Morrow

the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Recommended: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Witness for City:  
\_\_\_\_\_  
City Clerk

Executed on behalf of  
CONTRACTOR

the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Witness for Contractor:  
\_\_\_\_\_

END OF SECTION



## City of Morrow CONTRACT AGREEMENT

This agreement made and entered into this the **25<sup>th</sup> day of September , 2012**, by and between the City of Morrow, party of the first part (hereinafter called the City), and **Hasley Recreation and Design, Inc.**, party of the second part (hereinafter called the Contractor), who have been duly authorized to execute this agreement.

WITNESSETH:

WHEREAS, the City and the Contractor desire the purchase and installation of the **Hammack Park Playground** project, and the Contractor desires and agrees to furnish and deliver all the material and to do and perform all the work and labor for said purpose. **The project is funded through the Community Development Block Grant (CDBG) and administered through Clayton County Housing and Community Development Program.**

The project being more particularly described as follows:

**Hasley Recreation and Design, Inc will purchase the playground equipment itemized in Appendix A. The contract includes the playground equipment and installation. The site preparation will be performed by the City and at the City's expense.**

Failure to perform the above-listed tasks, frequency of tasks, or general instructions will be considered cause for termination of this contract with ten (10) days notice to the Contractor.

NOW, THEREFORE, in consideration hereinafter fully set out, the parties agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans and specification prepared (or approved) by the City Manager or his authorized representative the originals of which are in file in the office of City Clerk, City of Morrow and which said specifications are hereby made a part of this agreement as fully as to the same effect as if the same had been set forth at length in the body of this Agreement.

(2) This Agreement is on a unit basis. It is understood that the quantities are approximate only and are subject either to increase or decrease and any increases or decreases are to be paid for at the contract price.

(3) The City hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of **\$74,895.00**

(4) The City and Contractor agree that the financing of this project shall be as follows: **PAYMENT WILL BE MADE AS INVOICED.**

(5) The Contractor shall commence the work to be performed under this Agreement on a date specified in a written Notice to Proceed and shall substantially complete all work hereunder, except as otherwise provided in these documents for extension of the time limit, within **60 Calendar Days** Substantial completion is the time at which the project can be fully utilized for its intended purpose. Upon written notification to the Engineer that the project is substantially complete, a final site visit will be made and a punch list of deficient items will be generated. The Contractor will receive a written copy of the punch list, and must achieve final completion by correcting all punch list items within 30 days of receipt. Because of the difficulty of fixing damages suffered by the City on account of such default, damages are herein agreed upon as stated.

(6) The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to

the entire satisfaction of the City. The decision of the City Engineer upon any question connected with the execution or fulfillment of this agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

(7) It is mutually agreed that the Contractor shall warranty all work done as a part of this contract agreement for a period of one year from the date of final acceptance by the City.

(8) The City of Morrow reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days written notice to the Contractor.

(9) Employees, aides, staff helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. The City of Morrow reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications should be deemed to obligate the City under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of the Agreement.

(10) Nothing contained in the Agreement shall create a contractual relationship with or cause of action of a third party against the City of Morrow.

(11) Contractor agrees to indemnify, save and hold harmless, and defend the City of Morrow, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of the Contractor's operation and provision of services, including but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by the City of Morrow.

(12) This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and insure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.

(13) Any notice or communications required or permitted hereunder shall be sufficiently given if sent Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor:           **Eric Hasley**  
                                          **P.O. Box 936**  
                                          **Greensboro, GA 30642**

As to City:                    **City of Morrow**  
                                          **1500 Morrow Rd.**  
                                          **Morrow, Ga. 30260**

Or such address as shall be furnished by such notice to the other parties.

(14) No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.

(15) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

(16) If any provisions of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

Executed on behalf of  
City of Morrow

the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Recommended: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Witness for City:  
\_\_\_\_\_  
City Clerk

Executed on behalf of  
CONTRACTOR

the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Witness for Contractor:  
\_\_\_\_\_

END OF SECTION

**HASLEY RECREATION AND DESIGN, INC.**

**P.O. BOX 936, GREENSBORO, GEORGIA 30642**  
**1-800-685-2063 FACSIMILE: 1-706-453-7927**  
**WWW.HASLEY-RECREATION.COM**

Date: 9/5/2012  
 Quote # Option 2  
 Expiration Date: 10/4/2012

City of Morrow  
 1500 Morrow Road  
 Morrow, Georgia 30260

Site To Hammrack Park  
 Morrow, GA 30260

Salesperson	Manufacturer	Lead Time	Payment Terms	Colors
Eric Hasley	Rocks and Ropes/Miracle/Urban scape/Zeager		Net 30	TBD-Only Standard Colors included

Qty	Item #	Description	Unit Price	Discount	Line Total
1	Rocks and Ropes	Custom Rocks and Ropes Course with freight Including: (8) Medium Hop Rocks (1) Stump Rock (1) Kid Rock (5) Small Hop Rock (2) Large Hop Rock (2) Rubber Hop Rocks (1) Angle Log (1) Ground Log (1) Forked Log (1) Lizard Log (1) Pirate Rock (1) Uneven Rope Bridge	\$39,507.75		\$39,507.75
1	Installation	Installation of above referenced Rocks and Ropes Course Adult Fitness Course with Freight including (1) Sit Up (1) Chin Up	\$8,300.00		\$8,300.00
1	Miracle	(1) Dip Station (1) Push Up (1) Hyper Extension Bench Signs Border Timbers "S" Tube Slide	\$13,236.92		\$13,236.92
1	Installation	Installation of Above Listed Miracle Recreation products	\$2,675.00		\$2,675.00
1	Zeager	Woodcarpet Mulch including freight and spreading of mulch Urbanscape Passive Site Furniture with freight including	\$6,791.33		\$6,791.33
1	Urbanscape	(3) W1113C Winchester 6' Bench with back with arms-slat (2) TG3D33I Trash Receptacle with liner and dome lid-slat	\$3,634.00		\$3,634.00
1	Installation	Installation of the above referenced Urbanscape passive site furniture	\$750.00		\$750.00

<b>Subtotal</b>	\$74,895.00
<b>Freight</b>	Included Above
<b>Sales Tax</b>	N/A
<b>Installation</b>	Please see above
<b>Total</b>	\$74,895.00