



come to tomorrow
MORROW, GEORGIA

Regular Council Meeting

June 28, 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

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be viewed by
others**



come to morrow

MORROW, GEORGIA

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

June 28, 2016

Work Session

6:30 pm

Executive Session

To discuss personnel matters

General Discussions

1. DMO
2. Budget

Discussion of Business Item on the Agenda

OLD BUSINESS:

1. Second Reading of Ordinance 2016-05 FY-17 City Budget

An ordinance entitled 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 2016-2017, beginning July 1, 2016 and ending June 30, 2017 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.

Attorney Invoices for Review

1. Attorney Invoice - Fincher Denmark & Minnifield invoice # 3058 dated June 10, 2016 in the amount of \$8,031.91 for period May 1, 2016- May 31, 2016



CITY OF MORROW

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CCCVB Agreement

**DESTINATION MARKETING SERVICES AGREEMENT
BETWEEN CITY OF MORROW, GEORGIA AND
CLAYTON COUNTY CONVENTION AND VISITORS BUREAU**

This Agreement (“Agreement”) is made and entered into as of the ___ day of _____, 2016 (“Commencement Date”) by and between the CITY OF MORROW, a Georgia municipal corporation (the “City”) and CLAYTON COUNTY CONVENTION AND VISITORS BUREAU, INC., a non-profit corporation created under the laws of the State of Georgia (the “CCCVB”). The City and the CCCVB are sometimes referred to in this Agreement individually as a “Party” or jointly as “Parties.”

WHEREAS, the Georgia General Assembly adopted legislation permitting municipalities and counties to increase the rate of the excise tax on the charge for the furnishing of value to the public of hotel and motel rooms (the “Transient Lodging Tax”) to eight percent (8%) with the approval of the General Assembly; and

WHEREAS, the Georgia General Assembly adopted local legislation authorizing the Transient Lodging Tax within the City of Morrow to be increased from six percent (6%) to eight percent (8%) through passage of Ga. L. 2010, 4143; and

WHEREAS, on December 29, 2009, the City Council enacted Ord. No. 2009-15, increasing the Transient Lodging Tax imposed by the City from six percent (6%) to eight percent (8%) in accordance with Ga. L. 2010, 4143; and

WHEREAS, O.C.G.A. § 48-13-51(b)(5)(A) provides that a certain percentage of the proceeds of the excise tax on hotels are to be allocated toward promoting tourism, conventions, and trade shows by the Destination Marketing Organization designated by the City; and

WHEREAS, the City wishes to engage in marketing efforts to promote the City, and desires to utilize the Destination Marketing Services of the CCCVB on a temporary basis until the City enters a permanent arrangement with a Destination Marketing Organization; and

WHEREAS, the CCCVB is an entity qualified to render Destination Marketing Services with which the City can engage; and

WHEREAS, the CCCVB desires to render Destination Marketing Services to the City on a temporary basis to assist the City with its media marketing efforts.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

- a. **Destination Marketing Organization.** A private sector nonprofit organization or other private entity which is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986 that is supported by the tax under this article, government budget allocations, private membership, or any combination thereof and the primary responsibilities of which are to encourage travelers to visit their destinations, encourage meetings and expositions in the area, and provide visitor assistance and support as needed. The definition provided in O.C.G.A. § 48-13-50.2(1) shall control should the definition in this Agreement differ.
- b. **Destination Marketing Services.** Services provided by a Destination Marketing Organization, which include but are not limited to encouraging travelers to visit their destinations, encouraging meetings and expositions in their destinations, providing visitor assistance and support as needed, and performing any other similar tasks associated with “promoting tourism, conventions and trade shows” as that phrase is defined in O.C.G.A. §48-13-50.2(4).
- c. **Hard Costs.** Initial billboard costs, site location rental, printing of rack cards or other display items, and any other similar costs.

2. Responsibilities and Obligations

a. The CCCVB

- i. Billboards. The CCCVB shall utilize the services of any billboard company, which includes but is not limited to negotiating applicable contract(s), to procure billboard site locations. The City Council must approve the design, content and locations of such billboards and the terms of any such contract.
- ii. Rack Cards. Should the City choose to purchase rack cards, the CCCVB shall utilize the services of any printing company, which includes but is not limited to negotiating applicable contract(s), for the production of rack cards. The City Council must approve the design and content of the rack cards and the terms of any such contract.
- iii. Social and other Media. The CCCVB shall post and monitor any information provided to it by the City concerning City-related events to the following media through any CCCVB accounts: Facebook, Twitter, Instagram, CCCVB’s Website and monthly E-Newsletter, newspaper ads in Clayton County News Daily (only if specifically requested by the City), Explore Georgia, and, in the CCCVB’s opinion, other pertinent websites of Clayton County and the State of Georgia.
- iv. Administration and Management.
 - (a) Invoices for services performed and goods purchased under the terms of this Agreement shall be submitted to the CCCVB by vendors and paid by the CCCVB.
 - (b) Past-due or current invoices and/or expenses incurred under the previous contract with the Morrow Business and Tourism Association (“MBTA”) and remuneration due to vendors under prior contracts with the MBTA shall be submitted to and

paid by the CCCVB. Such invoices or expenses may include invoices and expenses generated by Christmas in the Park, Freedomfest and other items listed in Exhibit B.

- (c) The CCCVB shall pay all invoices and/or expenses with funds submitted to it by the City.
- (d) The CCCVB shall meet with the City's staff and City Council representatives as needed and shall report to the City as requested.
- (e) The CCCVB shall not plan or perform any events. All events desired by the City will be planned, staffed, and performed by the City or contractors.

b. The City

- i. The City shall pay the CCCVB no more than ten thousand dollars (\$10,000.00) annually for the services provided hereunder, excluding Hard Costs and reimbursement of invoices and expenses. Payment shall be made to the CCCVB in the amount of two-thousand five hundred dollars (\$2,500.00) quarterly, with the first payment due within seven (7) days from execution of this Agreement.
- ii. The City shall pay Hard Costs to the CCCVB.
- iii. The City shall reimburse the CCCVB for its payment of invoices for services performed and goods purchased under the terms of this Agreement.
- iv. The City shall reimburse the CCCVB for its payment of current and/or past due invoices and/or expenses incurred under the previous contract with the MBTA and remuneration due to vendors under prior contracts with the MBTA. Such invoices or expenses may include invoices and expenses generated by Christmas in the Park, Freedomfest, and other events identified by the Council.

3. Term and Termination

- a. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall commence on its Commencement Date and shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed following the process outlined in subsection a below.
- b. The City shall determine no earlier than forty-five (45) days prior to the end of the calendar year in which the Agreement was executed whether or not the Agreement shall be renewed for the following calendar year. Such determination shall be made at the sole discretion of the City and may depend on factors such as budgeted funding for the following calendar year, performance of the CCCVB under the Agreement during the current calendar year, or any other such factors the City may choose to consider. The City shall notify the CCCVB in writing of its decision to renew or not renew this Agreement no less than thirty (30) calendar days before the end of the current calendar year.

- c. Notwithstanding anything contained in subsection b above, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under the Agreement.
- d. This Agreement does not create a debt of the City for the payment of any sum beyond the calendar year of execution or, in the event of renewal, beyond each calendar year of renewal.
- e. Upon sixty (60) days' written notice to the CCCVB, the City may terminate this Agreement, without cause, at any time.

4. Indemnification and Limitation of Liability

Any contractual obligation entered into or assumed by the CCCVB shall be the sole responsibility of the CCCVB, and the CCCVB covenants and agrees, to the extent permitted by law, to indemnify and hold the City harmless from any and all claims or causes of action arising out of such contractual obligations. Further, except to the extent that liabilities arise from the City or its employees, agents, or contractors' negligence or misconduct, the CCCVB agrees, to the maximum extent permitted by law, to indemnify, defend and protect the City and its officers, directors, agents and employees from and against and hold the City and its officers, directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to this Agreement.

5. Designated Representatives

Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purposes) for the administration of this Agreement:

The CCCVB:

Frenda Turner
127 North Main Street
Jonesboro, GA 30236

The City:

City Manager
City of Morrow
1500 Morrow Road
Morrow, GA 30260

6. Notices

Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth in Paragraph 5 shall be the addresses used for notice purposes unless prior written notice of a change of address is given.

7. Miscellaneous

- a. **Assignment.** The CCCVB may not assign this Agreement, in whole or in part, without the prior written consent of the City. The City may assign this Agreement, in whole or in part, without the prior consent of the CCCVB; however, the City shall provide the CCCVB with prior written notice of any such assignment.
- 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.** The CCCVB 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. Any and 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 on the basis of improper venue or forum non conveniens.
- g. **Counterparts and Facsimile 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 facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile 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 facsimile.

- h. **Additional Documents.** The Parties agree to execute and to deliver to each other any and 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.
- i. **Negotiated Transaction.** The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.
- j. **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.
- k. **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.
- l. **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.
- m. **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.
- n. **Further Assurances.** All of the Parties to this Agreement agree to perform any and 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.

[SIGNATURES CONTAINED ON NEXT TWO PAGES]

CITY OF MORROW

By: _____

Name:

Title:

ATTESTED TO:

By: _____

Name:

Title: City Clerk

[Seal]

CLAYTON COUNTY CONVENTION AND
VISITORS BUREAU, INC

By: _____

Name:

Title:

ATTESTED TO:

By: _____

Name:

Title:

[Seal]



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

June 28, 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 June 14, 2016, Regular Meeting Minutes
2. Approval of June 14, 2016, Work Session Minutes
3. Approval of June 14, 2016, Executive Session Minutes
4. Approval of June 11, 2016, Budget Meeting Minutes

3. MEETING AGENDA:

1. Approval of June 28, 2016 Meeting Agenda

4. SWEARING IN CEREMONY:

1. Morrow Police Chief- James P. Callaway
2. Morrow Fire Marshal- Carl DeMarco

(Presented by Mayor Jeffrey A. DeTar)

5. AWARDS & RECOGNITIONS:

1. Deborah Hunter- 20 years of Service in E911
2. Zakiyyah Singleton- 10 years of Service in E911

(Presented by Battalion Chief Elton Poss)

The meeting will be held in the Council Chambers of the Morrow Municipal Complex

1500 Morrow Road. Morrow, GA 30260



6. PRESENTATIONS:

1. Beautiful Yard Contest

-*Most Enchanted Yard*- 6370 Harbin Woods Drive

-*Most Serene Yard*- 6216 Continental Circle

- *Most Creative Yard*- 6079 Foxcroft Court

-*Most Beautiful Yard*- 6130 Phillips Dr

(Presented by Cathy Turner, Master Gardener & Marti Tracy, Staff)

7. APPOINTMENTS:

1. Planning & Zoning Board

-Wayne Collins

- Gilda Hutchenson

8. 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.

9. OLD BUSINESS:

1. Second Reading of Ordinance 2016-05 FY-17 City Budget

An ordinance entitled 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 2016-2017, beginning July 1, 2016 and ending June 30, 2017 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.

10. 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.

11. ADJOURNMENT:



CITY OF MORROW

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Previous Meeting Minutes



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

June 14, 2016

Minutes

7:35 pm

Mayor Jeffrey A. DeTar called the Meeting to order at 7:35 pm on June 14, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Rd, Morrow, GA 30260.

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

ROLL CALL:

Mayor Jeffrey DeTar asked substitute **City Clerk Marti Tracy** to call the roll. Those present were **Mayor Jeffrey DeTar, Mayor Pro Tem Jeanell Bridges, Councilwoman Hang Tran, Councilman Larry Ferguson** and **Councilman Christopher Mills**. A quorum was present.

CONSENT AGENDA:

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

MOTION AND VOTE: **Councilman Larry Ferguson** made the motion to approve; seconded by **Mayor Pro Tem Jeanell Bridges**. There was no discussion. The motion passed unanimously.

MEETING AGENDA:

Mayor Jeffrey DeTar called for a motion to approve the Meeting Agenda.

MOTION AND VOTE: **Mayor Pro Tem Jeanell Bridges** made the motion to approve; seconded by **Councilman Larry Ferguson**. There was no discussion. The motion passed unanimously.



PUBLIC COMMENTS:

There were no Public Comments on Agenda items

APPOINTMENTS:

City Manager Sylvia Redic presented her Police Chief nomination of City of Morrow **Police Captain Jimmy Callaway** to the Council for confirmation. **Mayor Jeffrey DeTar** requested a motion to confirm the nomination of **Captain Jimmy Callaway**.

MOTION AND VOTE: A motion was made by **Councilman Larry Ferguson** and seconded by **Councilman Christopher Mills**. A vote was taken. **Mayor Pro Tem Jeanell Bridges**, **Councilman Larry Ferguson** and **Councilman Christopher Mills** voted for, **Councilwoman Hang Tran** abstained. The motion passed.

NEW BUSINESS:

Mayor Jeffrey DeTar asked **substitute City Clerk Marti Tracy** to read the first item under New Business. The following was then read:

1. First Reading of Ordinance 2016-05 FY-17 City Budget

An ordinance entitled 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 2016-2017, beginning July 1, 2016 and ending June 30, 2017 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.

Mayor Jeffrey DeTar stated, because this was the first reading of the item, no further action was required at the time.

2. ASCAP Licensing Agreement

Mayor Jeffrey DeTar entertained a motion to approve the ASCAP Licensing Agreement.

MOTION AND VOTE: **Councilman Larry Ferguson** made the motion to approve; seconded by **Mayor Pro Tem Jeanell Bridges**. There was no discussion. The motion passed unanimously.



3. Intergovernmental Agreement for 700 MHZ Communication System

Battalion Chief Donald Harry provided a brief synopsis of the topic. **Mayor Jeffery DeTar** entertained a motion to approve the IGA.

MOTION AND VOTE: Mayor Pro Tem Jeanell Bridges made the motion to approve; seconded by **Councilman Christopher Mills**. The motion passed unanimously.

GENERAL COMMENTS:

Citizen Comments:

C.R. (Bob) Huie

JoAnne Allen

Dorothy Dean

Staff Comments:

City Manager Sylvia Redic

Council Comments:

Mayor Pro Tem Jeanell Bridges

Councilman Larry Ferguson

Councilwoman Hang Tran

Councilman Christopher Mills

Mayor Jeffrey A. DeTar

ADJOURNMENT:

Mayor Jeffrey DeTar entertained a motion to adjourn.

MOTION AND VOTE: Motion was made by **Councilman Larry Ferguson**; **Mayor Pro Tem Jeanell Bridges** seconded the motion. The motion passed unanimously.

The meeting was adjourned at 8:07 pm.

Approved this 28th day of June, 2016.

CITY OF MORROW, GEORGIA



Attest

Jeffrey A. DeTar, Mayor

Yasmin Julio, Interim City Clerk

Seal



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor JB Burke
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

Work Session

June 14, 2016

Minutes

5:30 pm

Mayor Jeffrey DeTar called the Work Session to order at 5:30 pm on June 14, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Rd, Morrow, GA 30260.

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

New Business:

1. **Intergovernmental Agreement for 700 MHz Communication System:** presented by Battalion Chief Donald Harry, regarding IGA with Clayton County to utilize radio towers compatible with purchased radios; questions from Mayor DeTar and Councilman Ferguson were answered to their satisfaction.

General Discussion:

1. **CCMA Upcoming Dates:** Mayor provided update regarding CCMA; included Christmas activities for December 14, 2016
2. **Olde Towne Morrow:** Battalion Chief Carl DeMarco presented information and accompanying Power Point regarding compliance issues of existing structures. Chief DeMarco responded to questions from Mayor Pro Tem Bridges and Councilman Ferguson.
3. **Aviation Fuel Tax Update:** Mayor DeTar introduced the topic. City Attorney Steve Fincher provided progress report and estimates of financial impact on Clayton County and municipalities within.
4. **Monthly Financial Report:** Accounting Manager Emory McHugh presented and answered questions from Councilman Ferguson and Councilwoman .



Approved to adjourn the Executive Session and the June 14, 2016 Work Session at 7:35pm.

Approved this 28th day of June, 2016.

CITY OF MORROW, GEORGIA

Attest

Jeffrey A. DeTar, Mayor

Yasmin Julio, Interim City Clerk

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

June 11, 2016**Budget Meeting Minutes****8:30am**

Mayor Jeffrey DeTar called the Budget Meeting to order at 8:30am on June 11, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

City Manager Sylvia Redic called the roll. Those present were **Mayor Jeffrey DeTar, Mayor Pro Tem Jeanell Bridges, Councilman Larry Ferguson, Councilman Christopher Mills and Councilwoman Hang Tran** were absent. **Mayor Jeffrey DeTar** announced that a quorum was not present.

DISCUSSION

1. IGA between Clayton County and the City of Morrow for use of the Countywide 700 MHZ Communications System.
(Presented by: Battalion Chief Donald Harry)
2. City Budget FY-17
(Presented by: City Manager Sylvia Redic & Accounting Manager Emory McHugh)

ADJOURNMENT

Mayor Jeffrey DeTar asked if there was any additional business, hearing none he adjourned the Budget meeting at 11:38am.

Approved this 28th day of June, 2016.

Attest

CITY OF MORROW, GEORGIA

Yasmin Julio, Interim City Clerk

Jeffrey A. DeTar, Mayor



CITY OF MORROW

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Oaths of Office

Morrow Police Department

6311-A Murphy Drive, Morrow, Georgia 30260

Jeffrey A. DeTar
Mayor

CITY OF MORROW, GEORGIA

OATH OF PUBLIC OFFICE



I, James P. Callaway, do solemnly swear (or affirm) that I will well and truly demean myself to the faithful discharge and performance of the office of Chief of Police to which I have been appointed, in accordance with the Charter and ordinances of the City of Morrow. I further swear that I am qualified to hold said office, and I do not hold any office of trust under the government of the United States, the State of Georgia, or any foreign state which by the laws of Georgia I am prohibited from holding. I am not the holder of any unaccounted for public monies due the City of Morrow and will support and defend the Constitution and laws of the United States and the State of Georgia.

"On my honor, I will never betray my badge, my integrity, my character, or the public trust. I will always have the courage to hold myself and others accountable for our actions. I will always uphold the constitution, my community, and the agency I serve."

So help me, God.

James P. Callaway

Date

Sworn to and subscribed before me,

This 28th day of June , 2016

Notary

ATTESTED TO:

My commission expired: __/__/__

Jeffrey A. DeTar
Mayor

Witness

6311-A Murphy Drive
Morrow, GA 30260

Phone:
(770) 961-4006

Fax:
(770) 960-3017

www.cityofmorrow.com



Oath of Office

"I, **Carl DeMarco**, do solemnly swear and affirm that I will faithfully and honestly discharge the duties of the office of Fire Marshal, of the City of Morrow, to best of my skill and knowledge, in accordance with its Charter and all applicable laws;

I do further swear that I am qualified to hold the office of Fire Marshal of the City of Morrow according to the Constitution and laws of Georgia and the Charter and Code of the City of Morrow. I do further swear that I will support the Codes of the City of Morrow and the Fire Codes of the State of Georgia; So help me God."

Carl DeMarco

Date

Sworn to and subscribed before me,

This 28th day of June , 2016

Notary

My commission expired: __/__/__

ATTESTED TO:

Jeffrey A. DeTar
Mayor

Witness



CITY OF MORROW

6

Ordinance 2016-05

FY 2016-2017 Budget

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND THE CODE OF ORDINANCE OF THE CITY OF MORROW, GEORGIA, AS IT PERTAINS TO THE RECOMMENDATION, APPROVAL, AND ADOPTION OF AN ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017, BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017 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 an 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, 2016.

Section II: Operating Budgets

The Operating Budgets for the City of Morrow, Georgia for Fiscal Year 2016-2017 (FY 2016-2017) shall be adopted as follows:

General Fund

Revenues:

| | |
|-----------------------|-------------|
| Taxes | \$6,417,301 |
| Licenses and Permits | 241,353 |
| Intergovernmental | 53,530 |
| Charges for Services | 270,080 |
| Fines and Forfeitures | 1,193,760 |
| Interest Income | 4,103 |
| Other Revenues | 33,304 |

Other Financing Sources:

| | |
|------------------------|----------------|
| Sale of Fixed Assets | 35,000 |
| Operating Transfers In | <u>497,733</u> |

| | |
|---|--------------------|
| Total Revenues and Other Financing Sources | <u>\$8,746,164</u> |
|---|--------------------|

| | |
|--|--------------------|
| Expenditures: | |
| Mayor and Council | \$349,016 |
| City Clerk | 74,778 |
| City Manager | 170,883 |
| General Administration | 91,965 |
| Financial Administration | 260,665 |
| Law | 180,000 |
| Information Technology | 91,228 |
| General Buildings | 103,463 |
| Municipal Court | 433,633 |
| Police Department | 2,361,651 |
| Fire Department | 2,247,705 |
| Public Works | 1,049,243 |
| Planning and Zoning | 120,749 |
| Economic Development | 532,987 |
| Tourism | 52,671 |
| Capital Leases | 315,664 |
| Other Financing Uses: | |
| Operating Transfers Out | 87,749 |
| Additions to Fund Balance | <u>222,114</u> |
| | |
| Total Expenditures, Other Financing Uses, and Additions to Fund Balance | <u>\$8,746,164</u> |

Confiscated Assets Special Revenue Fund

| | |
|-----------------------|-----------------|
| Revenues: | |
| Fines and Forfeitures | <u>\$50,000</u> |
| | |
| Expenditures: | |
| Police | <u>\$50,000</u> |

E-911 Communications Special Revenue Fund

| | |
|--------------------------|-----------------|
| Revenues: | |
| Charges for Services | \$23,787 |
| Other Financing Sources: | |
| Operating Transfers In | <u>52,134</u> |
| Total Funding Sources | <u>\$75,921</u> |
| Expenditures: | |
| E-911 Communications | <u>\$75,921</u> |

Hotel Motel Tax Special Revenue Fund

| | |
|---------------------------|--------------------|
| Revenues: | |
| Taxes | \$925,000 |
| Appropriated Fund Balance | <u>550,000</u> |
| Total Funding Sources | <u>\$1,475,000</u> |
| Expenditures: | |
| Tourism | \$954,688 |
| Other Financing Uses: | |
| Operating Transfers Out | <u>520,312</u> |
| Total Appropriations | <u>\$1,475,000</u> |

Product Development Special Revenue Fund

| | |
|---------------------------|------------------|
| Other Financing Sources: | |
| Operating Transfers In | 173,437 |
| Appropriated Fund Balance | <u>175,000</u> |
| Total Funding Sources | <u>\$348,437</u> |
| Expenditures: | |
| Tourism | <u>\$348,437</u> |

Rental Vehicle Excise Tax Special Revenue Fund

| | |
|-------------------------|-----------------|
| Revenues: | |
| Taxes | <u>\$41,500</u> |
| Other Financing Uses: | |
| Operating Transfers Out | <u>\$41,500</u> |

Sanitation Enterprise Fund

| | |
|-------------------------|--------------------|
| Revenues: | |
| Charges for Services | <u>\$1,005,686</u> |
| Expenditures: | |
| Sanitation | \$896,310 |
| Other Financing Uses: | |
| Operating Transfers Out | <u>109,358</u> |
| Total Appropriations | <u>\$1,005,686</u> |

Morrow Conference Center Enterprise Fund

| | |
|--------------------------|------------------|
| Revenues: | |
| Charges for Services | \$214,000 |
| Other Financing Sources: | |
| Operating Transfers In | <u>32,114</u> |
| Total Funding Sources | <u>\$246,114</u> |
| Expenditures: | |
| Morrow Conference Center | <u>\$246,114</u> |

Section III: Budget Administration

The Morrow City Manager is hereby authorized and directed to execute the approved Operating Budgets for Fiscal Year 2016-2017 as funds become available, in compliance with the provisions of Ordinance 2011-16 dated February 9, 2010 (The City 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 2016.

Section V: Enactment Date

This Ordinance is hereby enacted and shall be of full force and effect on July 1, 2016.

SO ORDAINED THIS 28th DAY OF JUNE, 2016, BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW.

Jeffrey A. DeTar, Mayor

Attest:

Yasmin Julio, Interim City Clerk

(Seal)

- First reading on June 14, 2016
- Second reading and adopted on June 28, 2016