



SAVOR THE WORLD

**CITY OF MORROW, GEORGIA**  
**MAYOR AND CITY COUNCIL MEMBERS**

**Mayor John J. Lampl II**  
**Mayor Pro Tem Van Tran**  
**Councilwoman Dorothy Dean**  
**Councilwoman Renee S. Knight**  
**Councilman Khoa Vuong**

**Regular Meeting**

**February 11, 2020**

**Agenda**

**7:30 pm**

---

<b>CALL TO ORDER:</b>	Mayor John J. Lampl II
<b>PLEDGE OF ALLEGIANCE:</b>	All
<b>MOMENT OF SILENCE:</b>	Mayor John J. Lampl II

**1. CONSENT AGENDA:**

1. Approval of January 28, 2020 Regular Meeting Minutes
2. Approval of January 28, 2020 Work Session Minutes
3. Approval of Attorney Invoices #474911152019 and #3901102020

**2. MEETING AGENDA:**

1. Approval of February 11, 2020 Meeting Agenda

**3. ORDINANCE AND RESOLUTIONS:**

1. Third reading and approval of Ordinance 2020-01, Employment of Relatives Policy.
2. Resolution 2020-02 Line of Sight on I-75.

4. Approval to execute the Letter of Intent for the purchase of 5854 Jonesboro RD - Nguyen Property and to make the earnest payment of \$10,000, an amount anticipated to be reimbursed by the Downtown Development Authority of the Urban Redevelopment Agency.

5. Authorization for Mayor Lampl to execute an agreement between the City of Morrow and PNC Bank, National Association for the placement of a weather siren at 1585 Southlake Parkway.

# MORROW

SAVOR THE WORLD

6. Authorization for Mayor Lampl to execute an agreement between the City of Morrow and Georgia Power for Electric Transportation Technologies Sub-Metering.
7. **GENERAL COMMENTS:**
  - A. City Manager
  - B. Citizens - Public
  - C. City Council
  - D. Mayor
8. **Notice: City Council Work Sessions are held in the Board Room.** The meeting is open to the public and any interested party is encouraged to attend. Work Sessions start at 6:30PM and operate until the normal council meeting starts at 7:30PM. They will **CONTINUE AFTER** the regular council meeting and will last as long as required to conduct business of the city.
9. **ADJOURNMENT:**



SAVOR THE WORLD

**CITY OF MORROW, GEORGIA**  
**MAYOR AND CITY COUNCIL MEMBERS**

**Mayor John J. Lampl II**  
**Mayor Pro Tem Van Tran**  
**Councilwoman Dorothy Dean**  
**Councilwoman Renee S. Knight**  
**Councilman Khoa Vuong**

**JANUARY 28, 2020 REGULAR MEETING MINUTES**

---

**Mayor John J. Lampl II** called the Regular Council Meeting of the Morrow City Council to order at 7:30 pm on January 28, 2020. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Rd, Morrow, GA 30260.

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

**CONSENT AGENDA:**

**Mayor Lampl** called for a motion to approve the consent agenda.

1. Approval of January 14, 2020 Regular Meeting Minutes
2. Approval of January 14, 2020 Work Session Minutes

**MOTION AND VOTE:** **Councilwoman Dean** made the motion to approve the consent agenda, motion seconded by **Councilwoman Knight**. **Mayor Lampl** called for a vote. The motion passed unanimously.

**MEETING AGENDA:**

**Mayor Lampl** called for a motion to approve the meeting agenda.

1. Approval of January 28, 2020 Meeting Agenda

**MOTION AND VOTE:** **Councilwoman Dean** made the motion to approve the meeting agenda, motion seconded by **Councilwoman Knight**. **Mayor Lampl** called for a vote. The motion passed unanimously.

# MORROW

SAVOR THE WORLD

## AWARDS AND RECOGNITION:

### 1. Years of Service

- **Ramel Spruill**, Firefighter AEMT, 5 years of service  
*(Presented by Roger Swint, Fire Chief)*

## PUBLIC HEARING FOR GOODWILL INDUSTRIES CONDITIONAL USE APPLICATION:

**Mayor Lampl** opened the public hearing for comments the regarding the conditional use application submitted by Goodwill Industries at 1905-C Mt. Zion Rd. No comments were made. **Mayor Lampl** closed the public hearing.

## CLAYTON COUNTY INTERGOVERNMENTAL AGREEMENTS FOR THE LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG):

**Mayor Lampl** called for a motion to authorize the execution of the Clayton County Intergovernmental Agreements for the Local Maintenance & Improvement Grant (LMIG).

**MOTION AND VOTE:** **Councilwoman Knight** made the motion to authorize **Mayor Lampl** to execute the Municipality Service Delivery Arrangement Work Authorization between the City of Morrow and the Clayton County Transportation Department for the Local Maintenance & Improvement Grant (LMIG) agreements and to tailor the agreements as needed, not exceed a \$160,258.00 financial obligation. Motion seconded by **Mayor Pro Tem Tran**. **Mayor Lampl** called for a vote. The motion passed unanimously.

## CONDITIONAL USE APPLICATION SUBMITTED BY GOODWILL INDUSTRIES, 1905-C MT. ZION RD:

Goodwill Industries has submitted a Conditional Use Application requesting approval for a thrift store business located at 1905-c Mount Zion Road. The property is zoned General Business (BG). Staff recommendation to Mayor and Council is to approve the application.

### Presentation:

**Martha Tracy**, Planning and Zoning

**Sharon Chapman**, Director of Property Management, US Properties

**Erin Kosek**, Regional Property Manager, US Properties Group

**Bonnie Corales**, Attorney

# MORROW

SAVOR THE WORLD

**City Council Comments:**

**Councilwoman Dean**

**Mayor Lampl**

**Councilwoman Knight**

**Public Comments:**

**Resident Jeanell Bridges**

**Mayor Lampl** called for a motion to approve the conditional use application submitted by Goodwill Industries.

**MOTION AND VOTE:** **Councilwoman Knight** made the motion to approve the recommendation from Planning and Zoning for Goodwill Industries at 1905-C Mt. Zion Rd, with the conditions; location will be developed and maintained at the Goodwill Industries Retail Store, exterior bins or trailers are prohibited, all activity related to recycling, sanitation and debris removal will be located at the rear of the location, deliveries transported by heavy vehicles will be made in the designated loading/unloading dock area, recommendation for conditional use approval will include only the tenant space identified by the postal designation of 1905-C Mt. Zion Rd., motion seconded by **Mayor Pro Tem Tran**. **Mayor Lampl** called for a vote. The motion passed unanimously.

**APPROVAL OF RESOLUTION 2020-01 AND EXHIBIT A, SPECIAL PURPOSE LOCAL OPTION SALES TAX PROJECT LIST (SPLOST) AND INTERGOVERNMENTAL AGREEMENT**

**Mayor Lampl** called for a motion to approve Resolution 2020-01 and Exhibit A, Special Purpose Local Option Sales Tax Project List and for the Mayor to execute the Intergovernmental Agreement between Morrow and Clayton County.

**MOTION AND VOTE:** **Councilwoman Knight** made the motion to approve Resolution 2020-01, Special Purpose Local Option Sales Tax List and Exhibit A, with Morrow's project list and to authorize Mayor Lampl to execute the Intergovernmental Agreement with Clayton County and any other relevant documents, motion seconded by **Councilman Vuong**. **Mayor Lampl** called for a vote. The motion passed unanimously.

**ORDINANCE AND RESOLUTIONS:**

**Mayor Lampl** introduced the second reading of Ordinance 2020-01, Employment of Relatives. **Mayor Lampl** opened the floor was opened to public comments. There were no comments.

# MORROW

SAVOR THE WORLD

**GENERAL COMMENTS:**

City Manager Redic  
Councilwoman Dean  
Mayor Lampl

**ADJOURNMENT:**

Mayor Lampl called for a motion to adjourn the January 28, 2020 Regular Meeting and to complete the Council work session agenda.

**MOTION AND VOTE:** Councilwoman Knight made the motion to adjourn the January 28, 2020 meeting and to continue the Council work session in the board room, motion seconded by Councilwoman Dean. Mayor Lampl called for a vote. The motion passed unanimously.

Mayor Lampl adjourned the January 28, 2020 Regular Meeting at 7:50pm.

Approved this 11th day of February, 2020.

Attest

CITY OF MORROW, GEORGIA

---

Andrea Yates, City Clerk

---

John Lampl, Mayor



SAVOR THE WORLD

**CITY OF MORROW, GEORGIA**  
**MAYOR AND CITY COUNCIL MEMBERS**

**Mayor John J. Lampl II**  
**Mayor Pro Tem Van Tran**  
**Councilwoman Dorothy Dean**  
**Councilwoman Renee S. Knight**  
**Councilman Khoa Vuong**

**JANUARY 28, 2020 WORK SESSION MINUTES**

---

**Mayor John J. Lampl II** called the Work Session to order at 6:30 pm on January 28, 2020. The meeting took place in the Board Room of the Morrow Municipal Complex located at: 1500 Morrow Rd, Morrow, GA 30260.

Those present were **Mayor John Lampl, Mayor Pro Tem Van Tran, Councilwoman Dorothy Dean, Councilwoman Renee Knight, and Councilman Khoa Vuong.**

**Discussion Items:**

1. FY(Fiscal Year) 2019 Budget

The FY 2019 completed budget will be reviewed over the next few work sessions in preparation for the coming budget cycle.

2. 2020 SPLOST Referendum and Intergovernmental Agreement.

The need to pass the city's SPLOST project list is imminent according to the County's time line. The project list and the authorization for Mayor Lampl to execute agreements and all documents were both approved during the regular meeting.

# MORROW

SAVOR THE WORLD

### 3. Street Lighting – Update

Sylvia Redic met with Georgia Power to discuss the extensive need to fix and replace and install lights throughout the city. Georgia Power is going to work to get the city a map, and the put together cost proposals for installing new lights in dark spots throughout the city.

### 4. Local Maintenance and Improvement Grant

Agreements with Clayton County Department of Transportation need to be executed to get our projects in the queue. During the meeting the Council authorized Mayor Lampl to tailor the agreements as need not to exceed a financial obligation of \$160,258.00.

### 5. Street Sweeping

The most recent street sweeping was completed after we contacted the company to finish the remaining 38 unswept miles. We will be scheduling the next street sweeping and evaluating potential roads to add.

### 6. Code Enforcement

Dorothy Dean expressed concern about yard waste and its effects on the storm drains. As we work to recapture our curb appeal, we will call on Code Enforcement to help identify areas where yard waste is causing problems and if those problems are causing concerns with storm water drainage.

### 7. Speeding – (Residential) Traffic Control



# MORROW

SAVOR THE WORLD

Mayor Lampl explained to the Council that we were going to have a new focus on the neighborhood streets. We want our residents to see a noticeable presence in an effort to mitigate speeding. This is not a short-term solution, but a new approach moving forward.

## 8. Department Head Job Openings

The candidate search for these positions will remain open until February 5. Mayor Pro Tem Tran reminded us that the Finance Officer will need to have government experience.

## 9. Wood Chipper and Chipper Truck

Currently our Chipper Truck and Chipper are out of service. These are critical pieces for maintaining city property. Mayor Lampl asked to see some prices for the equipment.

## 10. Lunar New Year 2020

Lunar New Year is scheduled for January 25 and January 26 at the Morrow Center.

## 11. Clayton County Water Authority Water Tower/ Clayton State University

The Clayton County Water Authority recently approved moving forward with painting the water tower, a collaborative with Clayton State University.

**Mayor Lampl** recessed the Work Session at 7:24pm.

**Mayor Lampl** reconvened the Work Session at 8:15pm.



SAVOR THE WORLD

12. Tornado Siren Easement with Clayton County Public Schools

Fire Chief Roger Swint spoke with the Council about the placement of a siren tower on Morrow Elementary campus, which will require a survey. The Council's direction was to locate an alternate spot for the siren.

13. Board Appointments

- a. Planning and Zoning (P&Z)
- b. Downtown Development Authority (DDA)
- c. Morrow Housing Authority
- d. Urban Redevelopment Authority (URA)

Mayor Lampl reminded everyone that there are some board seats available and for all individuals who are interested in being reappointed (if your board term is up) or individuals with a new interest in being appointed, there is a form available that gives you an opportunity to share why you are interested in serving. Mayor Pro Tem asked the announcement to be added to the marquee.

14. City Attorney Appointment

Mayor and Council will be reviewing options for this appointment.

15. City Prosecutor Appointment

Mayor Lampl discussed a potential new strategy that could extend an opportunity for residents to come into compliance with codes before they are required to go before the judge.

16. Sanitation Contract



SAVOR THE WORLD

An RFB will be published for new sanitation service to address some of the concerns with the current service.

#### 17. Sanitation Billing

Mayor Lampl wanted to announce that the sanitation billing had resumed its quarterly cycle. Mayor Pro Tem Tran asked to put the billing schedule back on the website.

#### 18. Tax Billing

The Mayor and Council discussed. Tax bills will reflect the tax and the state regulated late fees only.

#### 19. Lee Street Closing

Mayor Lampl suggested that closing Lee Street was not the action he wanted to take to deal with the traffic flow at the Intersection of Lee Street and Lake Harbin. Councilwoman Dean asked if he had an alternate solution to address the concern. Mayor Lampl said he does have some plans that will have a wider more long-term impact.

#### 20. Tourist Center

Mayor Lampl asked about the Tourist Center. City Manager Sylvia Redic explained that the Center was targeted to repurpose as a shared work, gathering, neighborhood use space. The space would include a variety of seating options, a coffee kiosk, televisions, device charging stations, etc.

# MORROW

SAVOR THE WORLD

## 21. Pathway Repair Update

City Manager Sylvia Redic reported that the final walk through for the walk repair had just been completed and she was waiting for the results.

Mayor Lampl adjourned the work session at 10:00pm.

Approved this 11th day of February, 2020

Attest

CITY OF MORROW, GEORGIA

---

Andrea Yates, City Clerk

---

John J. Lampl II, Mayor

STATE OF GEORGIA  
COUNTY OF CLAYTON

ORDINANCE 2020-01

**AN ORDINANCE OF THE CITY OF MORROW, GEORGIA ESTABLISHING AN  
EMPLOYMENT OF RELATIVES POLICY FOR CITY EMPLOYEES; TO PROVIDE AN  
EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.**

WHEREAS, the City of Morrow recognizes the importance of an effective Personnel Management System, which includes Personnel Rules and Regulations; and

WHEREAS, such rules and regulations are in place to protect the city and employees from conflicts of interest with respect to employment; and

WHEREAS, the City is authorized to prescribe personnel regulations, pursuant to, among other things, Section 3.15 of the City's Charter; and

WHEREAS, the governing authority has determined that it is necessary to provide regulations for Employment of Relatives; and

WHEREAS, Exhibit A of this Ordinance will be added to the Personnel Rules and Regulations as Section 3.04.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Morrow, Georgia that section 3.04 Employment of Relatives of the Personnel Rules and Regulations shall now be established.

SO BE IT RESOLVED on the 11 day of February 2020.

City of Morrow, Georgia

\_\_\_\_\_  
John J. Lampl II

ATTEST:

\_\_\_\_\_  
Andrea Yates, City Clerk

City Seal

## City of Morrow

### PERSONNEL RULES AND REGULATIONS

Subject: Employment of Relatives  
Policy No.: 3.04  
Page One of Two  
Effective Date: Revision effective February 11, 2020

- I. **POLICY:** To protect the City and employees from conflicts of interest with respect to employment, except as may exist on the effective date of this policy, an employee's relative may not be employed in a position with the City.
- II. **PROCEDURE:**
  - A. A relative is defined as a person who is related to the employee as a spouse, grandparent, parent, child, aunt or uncle, sibling, niece or nephew and step-relatives in these same degrees of relationships.  
  
Non married individuals who are parents of the same child or children are considered relatives and may not be employed in a position with the City.  
  
In-laws which are defined as father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law and spouses of brother-in-law and sister-in-law shall be considered relatives under this policy.
  - B. An employee is defined as any individual employed either part-time or full-time as well as any member of the Mayor and Council or any member of a Board or Authority appointed by Mayor and Council. For the purpose of this policy (3.04) an employee is any individual paid under a 1099 status or any vendor contracted for professional services. For the purpose of this policy, volunteers are not considered employees.
  - C. When two employees of the City become related by marriage subsequent to their employment by the City, both employees may continue to be employed by the City as long as they are not employed in the same department within the City, and provided that one employee does not supervise the other employee directly or through the chain of command. In the event the two employees are employed in the same department, one of the employees may request a transfer

to another department within the City, if a position is available, for which said employee is qualified and subject to approval by the City Manager/Human Resources Manager. If no such position exists, then one of the employees shall resign from employment with the City within 30 days of the marriage. If neither employee agrees to be reassigned as outlined above, employment of both will be terminated.

- C. Elected officials who may have influence on City of Morrow operations or business, and their families, will not be considered for employment. Also, any individual who has a significant business relationship with the City and their immediate family members, will not be considered for employment.

**A RESOLUTION TO DEMONSTRATE MORROW'S COMMITMENT TO CREATING  
A LINE OF SIGHT ALONG I-75 NORTH BOUND AT EXIT 233 IN COLLABORATION  
WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION TO INCLUDE  
PRESERVING TREES ON PARCEL ID 12110A A001.**

**WHEREAS:** The City of Morrow (hereinafter "City") is governed by the Mayor and Council who hold legislative authority of the government of this city; and

**WHEREAS:** The Mayor and Council want to strengthen the opportunity for business development by creating a line of sight along I-75 South Bound from the end of sound barrier closest to Exit 233 along the Right of Way for an approximate distance of 4,366 feet; and

**WHEREAS:** To balance any ecological effects this project may have, the City will commit to holding in preservation the 40.1 wooded acres of Barton Memorial Park (Parcel Number 12110A A001); and

**WHEREAS:** Because the City understands the budget constraints facing the State of Georgia, the City is willing to take financial responsibility for the work required to complete this project.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Morrow, Georgia that the project named "Line of Sight along I-75 South Bound at Exit 233," will be the sole financial responsibility of the City and will be accompanied by a commitment to leave the wooded 40.1 acres of Barton Memorial Park (Parcel Number 12110A A001) undeveloped and under its canopy of trees.



City of Morrow  
Clayton County  
Resolution 2020-02

Be it resolved this 11<sup>th</sup> day of February 2020.

---

John J. Lampl II, Mayor

Attest:

---

Andrea Yates  
City Clerk

(Seal)

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License ") is entered into this \_\_\_\_ day of January, 2020 (the "Effective Date") by and between PNC BANK, NATIONAL ASSOCIATION, a national banking association ("Licensor"), and CITY OF MORROW, a Georgia municipal corporation ("Licensee").

### WITNESSETH:

WHEREAS, Licensor is the owner of the real property located at 1585 Southlake Parkway, Morrow, Georgia 30260 (the "Property"); and

WHEREAS, Licensor wishes to grant a non-exclusive license to Licensee to use a portion of the Property, as shown on Exhibit A attached hereto (the "Licensed Property") for the sole purpose of installing, repairing, replacing and maintaining Licensee's free-standing tornado warning siren as shown on Exhibit B attached hereto (the "Siren");

NOW, THEREFORE, for good and valuable consideration paid by Licensee to Licensor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Licensor and Licensee hereby agree as follows:

1. Licensed Property. Licensor hereby grants to Licensee and Licensee's employees, successors, contractors, subcontractors, agents and permitted assigns (collectively, the "Licensee Parties"), a non-exclusive license to use the Licensed Property for the sole purpose of installing, repairing, replacing and maintaining the Siren at Licensee's sole cost and expense upon the terms and conditions set forth in this License.

2. Term. The initial Term ("Initial Term") of the License shall be one (1) year commencing on the Effective Date. Upon the expiration of the Initial Term, this License shall automatically be renewed for consecutive renewal terms of one (1) year each (each a "Renewal Term") upon the same terms and conditions as herein provided. Either party shall have the right to terminate this License upon thirty (30) days' prior notice to the other party during the Initial Term or any Renewal Term.

3. License Fee. There shall be no fee to Licensee for use of the Licensed Property

4. Plans and Specifications. Licensee shall obtain Licensor's prior written approval with respect to all plans, specifications and installation schedules pertaining to the Siren.

5. No Interference. Neither Licensee nor any of the Licensee Parties shall disrupt or interfere with the operations of Licensor and its employees, tenants, subtenants, licensees and invitees on the Property in connection with the exercise of Licensee's rights or obligations under this License.

6. Electrical System. Licensee, at Licensee's sole cost and expense, shall install a separate, dedicated power source for the Siren with Georgia Power and shall not have the right to connect the Siren to Licensor's electrical system.

7. Maintenance and Repairs. Licensee shall promptly repair any and all damage to the Licensed Property or the Property (including, without limitation, all landscaping) caused by Licensee or any of the Licensee Parties to the same condition existing immediately prior to the occurrence of such damage and shall maintain the Licensed Property in good condition and free of debris. Licensee shall keep the Siren in good working order and condition at all times during the term of this License. Licensee shall not store any equipment or facilities on the Licensed Property. Licensee shall have no right to store or maintain any materials, equipment or facilities on any portion of Licensor's property without the prior written consent of Licensor. Neither Licensee nor any of the Licensee Parties shall have the right to interfere with ingress to or egress from Licensor's property to any public road nor shall they have the right to use or eliminate any parking spaces on Licensor's property.

8. Licensor's Right of Entry. Licensor hereby reserves the right on behalf of itself, its employees and agents to enter the Licensed Property at any time.

9. Hazardous Materials. Licensee shall not, and shall cause all of the Licensee Parties not to, store, use, dispose of or release (either with or without negligence) any biologically or chemically active or other hazardous substances and materials on or about the Licensed Property.

10. Compliance with Laws; Permits; Licensee Negligence or Breach. Licensee shall comply with all federal, state and local laws, rules, regulations and requirements of all public authorities, including without limitation, the Americans with Disabilities Act, money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect (collectively, "Laws"), in connection with the exercise of all of Licensee's rights, and the performance of all of Licensee's obligations, under this License. Licensee shall be solely responsible for procuring and complying with all permits and approvals necessary to access and use the Licensed Property for the purposes permitted by this License. Licensee will be responsible for any damage or charges imposed for any violation of any Law, permit or approval and the defense thereof, whether occasioned by the neglect of Licensee or any of the Licensee Parties. Licensee will at all times be responsible for all claims, losses, costs, damages or expenses arising out of or from any accident or other occurrence on or about the Licensed Property and the defense thereof occasioned by any negligent act, omission, or willful misconduct of Licensee or the Licensee Parties causing injury to any person or property whosoever or whatsoever, and will be responsible for all losses, costs, damages and/or expenses and the defense thereof arising out of any failure of Licensee or any of the Licensee Parties in any respect to comply with and perform all the requirements and provisions of this License.

11. Condition of Licensed Property; Disclaimer. Licensee acknowledges that the Licensed Property shall be in "as-is, where-is" condition, without any representation

or warranty. Licensor hereby expressly disclaims any and all warranties, express or implied, relating in any way to the Licensed Property (including, without limitation, any warranty provided for under statutory or common law).

12. Insurance. During the term of this License, Licensee shall maintain in full force and effect the following forms of insurance: (1) workers compensation insurance with limits required by and as prescribed by applicable law; (2) general liability insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; and (3) automobile liability if any motor vehicles (owned, non-owned and hired) are used or to be used on or near the Licensed Property, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. General liability and automobile liability insurance can be met with any combination of primary or umbrella/excess insurance, shall name Licensee as an additional insured and shall contain a separation of insured (or "severability") clause. Prior to performing work on or otherwise accessing the Licensed Property, Licensee shall provide to Licensor a certificate(s) of insurance evidencing that Licensee is maintaining the insurance coverages required hereunder in full force and effect. All of Licensee's policies will provide coverage on a primary and noncontributory basis. All policies of Licensee shall contain a waiver of subrogation in favor of Licensor, where permitted by law. All insurance policies must meet one of the following minimum ratings: Moody's - A3; S&P - A-; Fitch - A-; or A.M. Best - A-. All insurance certificates shall provide for at least thirty (30) days' notice to Licensor of material changes or cancellation.

13. Indemnification. To the extent permitted by law, Licensee shall indemnify and hold harmless each of the Licensor, its directors, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, fines, penalties, judgments or amounts paid in settlement (or actions, suits or proceedings, or investigations in respect thereof) and expenses (including, without limitation, all reasonable fees of counsel with whom any Indemnified Party may consult and all expenses of litigation or preparation therefor) hereafter (collectively, "Losses") which any Indemnified Party may incur or which may be asserted against any Indemnified Party and which (i) are caused by Licensee's failure to perform as required by this License, (ii) arise out of or relate to the use of the Licensed Property by Licensee or any of the Licensee Parties or (iii) are caused by the negligence or intentional misconduct of Licensee or any of the Licensee Parties, including, without limitation, personal injury; provided, however, that the foregoing indemnity agreement shall not apply to Losses to the extent attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this paragraph shall survive the expiration or earlier termination of this License.

14. Release. Licensor shall not be liable for, and Licensee hereby releases Licensor from, any and all liability from, any injury or damage to any property or person occurring on or about the Licensed Property from any cause whatsoever. The use of the Licensed Property by Licensee and the Licensee Parties shall be at their sole risk and all personal property, including but not limited to equipment and machinery, placed or moved onto the Licensed Property shall be at the sole risk of Licensee or the owner

thereof, and Licensor shall not be liable for any theft or damage to such personal property.

15. Default: Remedies. If Licensee fails to perform, fulfill or observe any agreement contained within this License to be performed, fulfilled or observed by Licensee, and such failure continues for fifteen (15) days, or immediately in situations involving (i) potential danger to the health or safety of persons in, on, or about the Licensed Property or Licensor's property or (ii) substantial deterioration of the Licensed Property, in each case after written notice to Licensee, Licensor may, at its election, cure such failure or breach on behalf of Licensee and/or terminate this License upon written notice to Licensee. Any amount which Licensor expends for such purpose including, but not limited to, reasonable attorneys' fees and costs, or which is otherwise due by Licensee, will be paid to Licensor within fifteen (15) days after delivery of an invoice to Licensee, together with interest at the lesser of (1) 12% per annum or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it becomes due to the date of payment in full. The waiver of any breach of any term or condition of this License does not waive any other breach of that term or condition or any other term or condition. This provision will survive the expiration or earlier termination of this License.

16. Assignment. Notwithstanding anything to the contrary contained in this License, the rights granted to Licensee herein are personal to the original Licensee and may be exercised only by such original Licensee and may not be assigned without the written consent of Licensor.

17. Authority. Each person executing this License on behalf of the respective party hereto, represents and warrants that such party is duly organized and validly existing, and that this License has been authorized by all necessary parties as being validly executed by an authorized officer of such party and is binding upon and enforceable against such party in accordance with the terms hereof.

18. Governing Law. This License shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia and shall inure to the benefit of the parties respective successors or assigns.

19. Notices. Any and all notices or demands required or permitted herein shall be in writing and either served personally, by nationally recognized overnight delivery service or by certified mail, return receipt requested, at the addresses provided below as the same may be changed from time to time by either party in accordance with the notice provisions of this Section 19.

If to Licensor:           PNC Bank, National Association  
                                  c/o Realty Services  
                                  The Tower at PNC Plaza  
                                  300 Fifth Avenue  
                                  22<sup>nd</sup> Floor  
                                  Pittsburgh, PA 15222

Attn: Transaction Manager

with a copy to: PNC Bank, National Association  
Legal Department  
1600 Market Street  
8<sup>th</sup> Floor  
Philadelphia, PA 19103  
Attn: Michael G. Balent, Chief Counsel-Realty Services

If to Licensee: City of Morrow  
1500 Morrow Road  
Morrow, GA 30260  
Attn: \_\_\_\_\_

20. Counterparts. This License may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument, provided all parties have signed an identical counterpart of this License.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be duly executed as of the day and year first above written.

LICENSOR:

**PNC BANK, NATIONAL ASSOCIATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE:

**CITY OF MORROW**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Depiction of Licensed Property





PNC Bank  
Morrow, GA

Legend  
PNC Bank

Proposed Siren Location

Google Earth

**EXHIBIT B**  
**Depiction of the Siren**



## Agreement for Electric Transportation Technologies Sub-Metering

This Agreement for Electric Transportation Technologies Sub-metering (the "Agreement") is made on this 11th day of February, 2020 (the "Effective Date") by and between Georgia Power Company, located at 241 Ralph McGill Boulevard, Atlanta, Georgia 30308 ("Georgia Power") and City of Morrow, with mailing address at 1500 Morrow Rd, Morrow, GA 30260 (the "Customer"). Georgia Power and the Customer may be referenced collectively as the "Parties" and individually as a "Party."

### THE PARTIES ACKNOWLEDGE THE FOLLOWING:

- Customer is a commercial or industrial business that owns and operates certain on-road or non-road electric transportation charging technology; and
- Customer desires that Georgia Power provide, install, and maintain additional non-billing metering equipment at the Customer's location; and
- Georgia Power desires to provide, install, and maintain the additional non-billing metering equipment and to provide certain additional electric transportation charging usage data to the Customer;

IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED HERE, THE NATURE, ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, THE PARTIES AGREE AS FOLLOWS:

1. Customer's Representations and Warranties. As a condition precedent to Georgia Power's obligations under this Agreement, the Customer represents and warrants both that: (i) it has the full right to permit Georgia Power to perform the Georgia Power Services (as defined in Section 4 below) at 6475 Jonesboro Rd, Morrow, GA 30260 (the "Premises") and, if applicable, has obtained express written authority and required permission from all Premises' owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the Georgia Power Services; and (ii) it owns and operates at least one of the electric transportation charging technologies listed in Exhibit A.
2. Access to the Premises. The Customer hereby grants to Georgia Power and any of its contractors, agents, or representatives the right and license to enter the Premises at any time to perform any of the Georgia Power Services or other contractual obligations, including the right to access the Premises with vehicles, equipment, or other tools, and to survey, or perform construction work, in order to: (i) install and connect the Equipment (as defined in Section 3 below) or provide or install any other related service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove Equipment; (iii) install additional equipment or devices on Equipment; or (iv) conduct any other activity reasonably related to the Georgia Power Services.
3. Installation and Maintenance of the Equipment. Georgia Power will install the non-billing metering equipment listed in Exhibit A (the "Equipment"). Subject to the other terms and conditions in this Agreement, Georgia Power will maintain Equipment and will bear the cost of routine maintenance for all Georgia Power-installed components. Any non-routine maintenance can be done at the Customer's written request and will be billed to the Customer at Georgia Power's then-current rates. The Customer must notify Georgia Power of any need for the Equipment to be repaired by contacting in writing Georgia Power as provided in Section 11 below. If the Equipment damage was caused by the Customer or a third party, the Customer will reimburse Georgia Power for the repair or replacement cost.
4. Georgia Power Services and Permits. Georgia Power will provide the labor and materials necessary to accomplish all services required for the installation and maintenance work described in Section 3 above (the "Georgia Power Services"). The Customer agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform the installation and maintenance work described. Georgia Power will obtain all permits, permissions and licenses necessary to perform the Georgia Power Services.
5. Electric Transportation Usage Analysis Report. Subject to the other terms and conditions of this Agreement, Georgia Power will provide the Customer with additional detailed electric transportation charging usage information (the "EV Usage Report"). The EV Usage Report will include: information on the total electrical consumption, hourly utilization, peak load, estimated mileage or time in service, recommendations for optimal fleet usage, and associated costs.
6. Customer Cooperation. The Parties will communicate regarding performance of this Agreement through the contact persons identified in Exhibit A. The Parties agree to use their best efforts to coordinate and cooperate in connection with all activities under this Agreement. More specifically, the Customer will cooperate with Georgia Power in securing, at Georgia Power's expense, any necessary regulatory permit or approval. The Customer will assist and information in its possession required by Georgia Power or any other person or authority concerning these permits or approvals. The failure by either Party to secure any required regulatory permit, approval or property right after reasonable effort will relieve Georgia Power of its obligations under this Agreement.

7. Disclaimer and Limitation of Liability. Georgia Power makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Georgia Power Services, the EV Usage Report, or the Equipment. The Customer acknowledges that, due to the unique characteristics of the Premises, and the Georgia Power Service may not follow industry guidelines. The Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or damage to the Equipment, or this Agreement, or arising from damage, hindrance, or delay involving Georgia Power Services, the Equipment, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent Georgia Power is liable under this Agreement, and to the extent allowed by applicable law, Georgia Power's liability is expressly limited to: (i) with respect to the Service purchased by the Customer, the annual amount paid by the Customer for Georgia Power Services; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed one thousand dollars (\$1,000.00). The Customer is solely responsible for safety of the Premises; the Customer agrees that Georgia Power has no obligation to ensure safety of the Premises and that Georgia Power has no liability for any personal injury, real or personal property damage or loss, or negative impact to the Customer or any third party that occurs at the Premises.

8. Georgia Security, Immigration, and Compliance Act. This Section 8 applies if the Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is a condition of this Agreement and is mandatory. Georgia Power's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be attested by execution of the contractor's affidavit attached as Exhibit B and made a part of this Agreement. Georgia Power agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, Georgia Power will secure from each subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by execution of a subcontractor's affidavit in the form attached as Exhibit C. The affidavit will become a part of the Georgia Power/subcontractor agreement and Georgia Power will maintain records of the affidavits for inspection by the Customer.

9. Term and Termination. The initial term of this Agreement, commencing on the Effective Date, is two (2) years. At the end of the initial term, this Agreement will automatically renew for successive one (1)-year terms until terminated by either Party. Notwithstanding the above, the Parties each reserve the right to terminate this Agreement at any time for any reason or no reason upon thirty (30) days' written notice to the other Party.

10. Relationship of Parties. Georgia Power is and will be an independent contractor to the Customer. Georgia Power will not be considered an agent, partner, joint venturer, employee or representative of the Customer. No affiliate of Georgia Power will have any liability whatsoever for any Party's performance, nonperformance or delay in performance under this Agreement.

11. Notice. All notices permitted or required by this Agreement will be in writing and will be deemed delivered upon (a) personal delivery; (b) the next occurring business day if deposited with a commercial overnight delivery service; or (c) the fourth (4<sup>th</sup>) business day after being deposited, postage prepaid, in the United States Mail, registered or certified, return receipt requested. Each Party will provide all notices to the other at the address(es) on the first page of this Agreement or to any other address that a Party designates by written notice under this provision.

12. Assignment; Effective of Assignment; Third Party Beneficiaries. No Party may assign any of its rights under this Agreement, except with the prior written consent of the other Party. The non-assigning Party shall not unreasonably withhold its consent. Notwithstanding the foregoing, Georgia Power may delegate some of its performance under this Agreement to a subcontractor. Except as set forth in Section 15 below, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the signatories.

13. Interpretation; Integration; and Severability. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. If any provision of this Agreement is ruled invalid or unenforceable, that invalidity or unenforceability will not affect the validity or enforceability of this Agreement as a whole. The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

14. Governing Law and Jurisdiction. This Agreement will be governed by and construed in all respects according to the laws of the State of Georgia. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement must bring the legal action or proceeding in the United States District Court for the Northern District of Georgia or in any court of the State of Georgia sitting in the city of Atlanta.

15. Entire Agreement; Modifications. This Agreement, including all documents attached or incorporated by reference, constitutes the entire understanding and agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all prior agreements, whether written or oral. No waiver, amendment, change, alteration or modification of this Agreement will be binding unless made in writing and signed by an authorized representative of each Party. The covenants expressed in this Agreement,

except as otherwise provided, accrue to the benefit of and will be binding upon the successors and permitted assigns of the Parties. This Agreement may be executed in any number of duplicate originals, each of which is an original, but all of which constitute the same document.

IN WITNESS WHEREOF, Georgia Power and the Customer have each caused this Agreement to be executed under Seal by its duly authorized representatives as of the Effective Date:

**“Georgia Power”:**  
Georgia Power Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**“Customer”:**  
City of Morrow

\_\_\_\_\_  
Signature

\_\_\_\_\_  
John J. Lampl III, Mayor

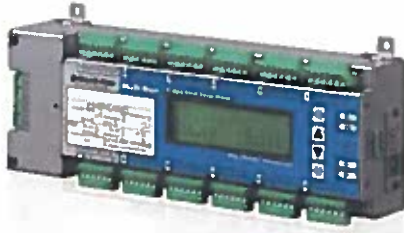
## Exhibit A

Acceptable EV Charging Technology: 50 kW DCFC Fast Charger. Efacec Model QC45

Equipment to be Installed:

We will be installing one of the following submetering options on site, ideally directly to an electrical panel rather than the EV Charging Equipment, based on the vehicles and the anticipated use on customer premise. Both of the submeters can have additional equipment that allows them to be adjusted to a number of different configurations.

### Multi-Mon



The Multi-Mon is a 3-phase, multi-channel, multi-function energy meter suitable for use in single-phase and multi-phase electrical networks.

### Meter highlights

- Multi-channel submetering - up to 36 single-phase or 18 two-phase or 12 three-phase submeters in a single device. Any combination of single-, two-, and three-phase consumers can be chosen up to a total of 36 current inputs.
- Automatic totalization energy from different sub-consumers

### Features

- Calibrated to meet Class 0.5S active energy and Class 1 reactive energy meter accuracy
- 3-phase/2-phase/single-phase meters (true RMS, volts, amps, power, power factor, neutral current)
- Ampere/Volt demand meter
- Time-of-Use, 4 energy/demand registers x 6 tariffs<sup>1</sup>, 4 seasons x 4 types of days, 8 tariff changes per day, easy programmable tariff schedule
- Import/export energy and power demands
- Automatic 120-day daily profile for import/export<sup>2</sup> energy and maximum demand readings (total and tariff registers) separate for each submeter
- Event recorder for logging internal diagnostic events and setpoint operations
- Data recorders, programmable periodical data logs separate for each submeter
- Embedded programmable controller (4 control setpoints, programmable thresholds and delays) separate for each submeter
- Easy to read 2-row x 16 characters LCD display with backlight (Multi-Mon only)
- 50/60 Hz operation
- Internal clock, keeping the clock running over one week without external power
- Highly Accurate Current Transformer with overvoltage protection diodes to avoid any damage while disconnecting the primary current sensor
- Standard RS-485 serial port
- Optional second communication port. Communication options available:
  - RS-232
  - RS-422/485
  - 56K Dial-up modem
  - Ethernet 10/100BaseT
- Modbus RTU and Modbus ASCII communication protocols
- Easy field upgrading device firmware through any communication port

**Class 1000 Meter**



- Direct-read 2 line alpha-numeric LCD display without multiplier displays cumulative kWh and "real-time" kW load.
- Available in MMU (Multiple Meter Unit) enclosures containing up to 24 meters in one compact enclosure.
- Revenue Grade Metering Accuracy.
- Patented 0-2 volt output split-core current sensors promote enhanced safety and accurate remote mounting of current sensors up to 2,000 feet from the meter without power interruption. (Optional solid-core current sensors available in 100 & 200 Amp.)
- Parallel up to three (3) sets of current sensors for cumulative reading.
- Current sensor installation diagnostics.
- Fixed pulse output.
- Non-volatile memory.
- Maintains reading in the event of power failure.
- Meter can be used in the following configurations:
  - - 1-Phase, 2 Wire
  - - 2-Phase, 3 Wire
  - For other configurations contact factory.
- Industrial grade JIC steel enclosure (standard) with padlocking hasp & mounting flanges for indoor installation. Knockouts 1 1/16" (3/4" cond.) bottom, 7/8" (1/2" cond.) top.
- Optional NEMA 4X polycarbonate enclosure with padlocking hasp & mounting flanges for indoor/outdoor installation (stand alone) with one 1 1/16" KO on bottom of enclosure.
- UL/CUL Listed.
- Certified by independent test lab to ANSI C12.20 national accuracy standards. (+/- 0.2% from 1% to 100% of rated load.)
- California CTEP approved for use with solid-core current sensors (by eric at lf). Listed by the California Energy Commission. Contact Factory for Specific Models.
- New York City approved, Con Edison approved for RSP program. [Click here to view Engineering Specifications for Class 1000 Meters](#)

Georgia Power Contract Person: Juan Johnson

Customer Contact Person: Brad Norman- [bnorman@southernco.com](mailto:bnorman@southernco.com) 404.909.9152