



MAYOR AND CITY COUNCIL MEMBERS

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

June 22, 2021

Work Session Agenda

6:30pm

1. Day of the Dead - Antonio from Danceando Production
2. Review of Meeting Agenda
 1. Minutes May 11, 2021
 2. Minutes June 8, 2021
 3. Swearing in of Chief Renan Lopez de Azua
 4. Approval of Bounce It Out Contracts for 2,445.00 and 7,995.18
 5. Approval of Staff Recommendation for Lowes scope of work
 6. Approval of Staff Recommendation for Morrow Roof installation on Red House at the District in the amount of 14,325
 7. Approval of the FY21 Morrow Convention and Tourism Association Budget
 8. Ordinance 2021-08-Budget FY22
 9. Ordinance 2021-09-Ambulance Billing
3. Lake Harbin curb/gutter/sidewalk/storm water project estimate of work adjustment-
4. Napier House Updates-
5. Logo for the District-
6. New Business Updates-
7. Billboard Updates-
8. Community Garden Updates-

9. Vanquished/Red House updates-

10. Welcome Sign Updates-

11. Event Updates

Kings of the South

Movie Nights ~ July 16th and 23rd

Community Garden Ribbon Cutting ~ July 17

Freedom fest ~ June 26 ~ 4:30 to 9:30

Wind Down Wednesday ~ End of Summer ~ September 22/final
food truck

Oktoberfest ~ September 18-19

Hippie fest ~ a celebration of Peace ~ October 2

12. Open enrollment updates-

13. Millirons Celebration of Life reminder-

14. SPLOST Manager Discussion-pending-

15. URA –

a. Debt

b. Gross Revenue from each property (per year - last 10 years)

c. Land sales – specific properties

City Authorization?

Date of sale

Revenue from sales allocated where?

16. OTM Property

d. Easements and property- Update

e. Repair Estimates- Update

f. Rebranding - The District

17. Reynolds Road Property- Discussion

a. Plan? Design? Budget

18. Property Planning-

- a. Conference Center Dark Space
Plan
Budget Estimate
Timeline -

19. Bond Refinancing — Pending

20. Meadowbrook Corner property

- a. Long Term Redevelopment Pla

21. Morrow Station Property – Pend

22. Board Appointments — Update

- A. Morrow Housing Authority (MHA)

Exhibit A - Economic Development: Projects and Initiatives

Exhibit B - Public Works: Projects and Initiatives

Exhibit A

Planning and Economic Development

Projects and Initiatives

1. MTCA – Ongoing meeting date first Tuesday of the month at 5:30 - working to get ads for
welcome signs 12 ads 20 pending graphics
dog park 7 Printed 10 Pending for print
2. URA - URA tours and training-toured Woodstock Center in Marietta-
Will tour Duluth, Alpharetta, and Chamblee next
3. The District- Discussions with restaurants, shops, and retail - potential restaurants
submitting LOIs
LOIs from Red House Green House White House
and 3 Boutiques-Little White House touring Splat Room
Yellow House-Sip and Paint
4. Tea Room-Chess restaurant- working on plans
5. College Property - labeled Strada - designed approved, ready for the next step
6. Reynolds Road Property- ready to move forward with preliminary work and design plans
Garden Finished, Ribbon Cutting soon
7. Dark Space - structural engineering started - electrical in process
Draft was done
8. Tracking
What businesses do we want?
Residential \$275k-\$350k
Commercial Bakery- Brewery- Tom Dick and Hank BBQ - Highland Bakery
Who is looking?
Residential Chris Signh - AG Builders - Hospitality Financial Group- DJR Construction
Commercial Broker Dionnie- Big Mike Taco- Broker Chris Singh - Elfs Bakery
9. City Marketing/Communication - Completed restaurants, hotels, pending completed list for things to do and
business.
10. City Billboard @ I-75 –
Lamar Pending GDOT Permit question
GA Outdoors Morrow Municipal Marketing Sign-met with GA Outdoors and Sylvia
Clear Channels Stated there were too many trees on skylark. Wants city to take down prior to
moving forward
11. City Digital Board Marketing Plan
12. Blue business interstate signs update
13. Events - Facebook and Instagram - both platforms up and running
14. Spring Business and Residential Newsletter - mailed
Articles for Summer newsletter
home safety - crimes of opportunity
events
any recommendations from Council?
15. Welcome Center Public private Partnership - survey of property being completed

16. Food Truck Fun Days - Food Truck fund days Thursdays starting April 29

17. City Events

Easter Egg Hunt - City Hall - complete
Juneteenth-complete
Job Fair-posters in ground, stakes in ground
Freedom fest-flyers passed out, posters passed out, shared on face book and instagram
Movie Night-License for both have been ordered
Garden Ribbon Cutting-planning
Dog Days
Safe Halloween
Veterans' Day

18. The District Events

Cinco De Mayo - May 2-complete
NightMarket-2nd meeting
Day of the Dead
Lunar New Year Planning - started-plans will come out in July
Christmas in the Park

19. Business Pursuing

Orange Fitness
Brazilian Bakery
Korean BBQ
Remix
Seafood
Highland Bakery
Tom Dick & Hank BBQ
Elfs Cakery
The King Donut & Coffee

Exhibit B

Public Works Projects and Initiatives

1. A city-wide inventory of how many signs need to be replaced (street signs, park signs, directional signs, traffic control signs, etc.). The inventory should be in writing and inventoried by street or neighborhood. – 20 white poles have been delivered 60 more expected by the end of July. Marking the metal poles targeted for replacement.
2. A city-wide inventory of how many white poles need to be ordered. The inventory should be in writing and inventoried by street or neighborhood.
3. The installation of all signs and poles identified in the city-wide inventory. Installation pending, waiting on delivery of all poles.
4. Completion of the Lake Harbin Sidewalk Project – on the work session for discussion – cost adjustment issues and utility relocation
5. Completion of all work by AKA trees. - pending
6. Completion of all repairs to fountain at The District. - pending
7. Three quotes for the electricity and exterior light restoration in The District (non-GA Power lights). – only one quote
8. All GA Power lights restored at The District. – in progress
9. All lights restored at the Welcome Center.
10. Three cost proposals for the civil engineering, environmental, and survey work at the Strada with staff recommendation to Council. – not published yet – need to develop scope of work, not something that can be done in-house
11. Three cost proposals for doors, windows, and exterior paint at the Napier House with recommendation to Council. – one cost proposal
12. The deck removed at The District and at least three bids for the replacement of the boardwalk — deck and super structure — general contractor required. – deck removed, working on three quotes
13. Plan and cost proposals for Park Improvements at Milton Daniel Park (to include new pavilion, swing bank, grills, playground extension) — use the existing design from J.I.G. - pending
14. Meeting with Northridge to discuss dumpster pad — design of dumpster pad. – reached out to Northridge 6.16.2021 to plan a meeting
15. Neighborhood dumpster day — costs, schedule, marketing materials all in line. – spoke with wastepro – they can't schedule such an event – not enough capacity
16. Juneteenth support, Freedom fest support, Food Truck fun day's support. – in progress
17. Staff recommendation for Council for four scopes of work produced by Lowe. -
18. Hire two qualified employees — one to replace Adam Webb, one to start for Jack's replacement when he retires in a year. – one offer letter went out 6.17.2021
19. The District bathroom restoration complete. – in progress

20. Grout and brick repair in The District complete. - complete
21. Tenants from house on Meadowbrook and 5900 Reynolds Rd vacated. – August 1
22. All issues with Morrow Center HVAC resolved. – ongoing – filters replaced except two
23. Completion of all park improvements and repairs that were approved by Council. – not started
24. Completion of the site survey, and property issues resolved for placement of the dumpster at Northridge. – not started
25. Continental stop sign underway - needs to be marked, citizens surveyed, and a resolution passed - this will involve the police Chief. – will work with new chief
26. Structural engineer assessment at the Napier house (to be approved by Council before completion). – waiting on three quotes
27. Sprinklers installed at the Napier house (to be approved by Council before completion). – not started
28. Installation of new lights at the dog park. - pending
29. Concept for sound system in the Dark Space. – not started
30. Concept for the grease trap in the dark space. – only preliminary discussions with CCWA
31. Connection of pedestrian path under power lines - in progress
32. Dog Park Improvements. – not started
33. LMIG grant managed, streets identified for next year. – not started
34. Concept design for the Aviation sign refacing and installation plan. – not started
35. Beautification landscaping along the cleared path - cherry trees, azaleas, pretty flowering plants and bushes. – not started
36. New sand at Skylark Park and other improvements needed. – not started
37. Energy Assessment for City buildings (contact GA Power).
38. Christmas Decoration Plan - number of poles on what corridor, placement for new lights, placement for older lights, develop phases with costs, new tree? – decorations ordered
39. All lighting deficiencies in city parks. – Gerald is working to assess and resolve
40. A city-wide plan for installing new lights. – not started
41. Inventory of storage and contents in written format. – not started
42. Additional path clean-up beyond the phase identified in the Lowes scope of work. – not started

43. Repairs/replacement of pedestrian crossing fixtures completed. – not started
44. Clock in Milton Daniel Park repaired. – one proposals – electricity \$8,000 electricity plus refurbish - \$27,000
45. Brick pavers into neighborhoods repainted. – not started
46. Tea Room, upstairs adjacent to the Morrow Center. - Electrical (400 amp service), HVAC, grease trap, gas line - auto cad files.
– in progress

EVENT SERVICES AGREEMENT

This Event Services Agreement (the "Agreement") is made and entered by and between the **CITY OF MORROW, GEORGIA** (the "City"), a municipal corporation duly organized by and existing under the laws of the State of Georgia, and the **LATIN AMERICAN CHAMBER OF COMMERCE OF GEORGIA, INC.** ("DMO"), a corporation existing under the laws of the State of Georgia. The City and DMO may be referred to herein individually as a "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, the City intends to hold a cultural festival (the "Event") on October 24, 2021 and desires to engage a qualified and experienced professional to provide entertainment, food, and cultural experience services for the Event;

WHEREAS, DMO has represented to the City that it is qualified and experienced to perform the professional services described herein and has available the personnel and facilities necessary to accomplish said services within the time period(s) stated herein; and

WHEREAS, DMO is a corporation registered under Section 501(c)(6) of the Internal Revenue Code, and otherwise authorized to expend hotel motel fund as a Destination Marketing Organization for the promotion of tourism, conventions, and trade shows under O.C.G.A. § 48- 13-51(b), the authorizing statute by which the City collects its current hotel-motel taxes; and

WHEREAS, the City, in reliance upon said representations, desires to employ DMO to perform said services on the term and condition set forth herein and, in turn, DMO desires to obtain such employment.

NOW, THEREFORE, in consideration of the mutual covenant, promise and obligations set forth below and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

1. Scope of Services:

- (a) Scope of Services and Fees. DMO shall provide to the City the professional services for the Day of the Dead Festival. ("Event"). The City wishes to enter into this Agreement with DMO for the purpose of expending Hotel Motel Tax funds to procure a vendor who will promote and manage the event for the City. These services to be performed by DMO shall be limited in scope and shall only include the following:
 - i. The search and procurement of a vendor who shall perform all services necessary for promotion, advertisement, staging, and management of the Event. DMO shall secure a vendor that shall be responsible for all volunteer and the contractor's staff. DMO shall select the vendor based on the quality and content of vendor's traditional Latin-inspired food, drink (including traditional alcoholic beverages), decor, music, and activities. These activities may include, but are not limited to the following:

Music, Musicians, Performer, Photobooth, Recreation and Crafts for children, Marble games, Lottery, and Pintacaritas. It is the intention of the City that DMO shall choose a vendor that will organize a high-quality event that promotes and holds the Event in a culturally sensitive and respectful manner, while also showcasing all the City has to offer visitors to Morrow ("Services").

- ii. DMO shall be responsible for negotiating a separate, written agreement for the vendor's services. DMO shall then present such separate, written agreement to the City Manager for final review and approval no later than thirty (30) calendar days prior to the Event. DMO's failure to do so shall be considered a material breach of this Agreement under the terms herein. DMO acknowledges that the City Manager must approve the written agreement before it is effectuated between the DMO and vendor.
- iii. The Parties to this Agreement acknowledge that the services of any vendor procured by DMO are separate from the Services provided by DMO under this Agreement.

2. Term, Commencement and Cancellation:

- (a) Effective Date. This Agreement shall be effective the date upon which the last Party signs the Agreement as such date is indicated in the signature of the representative of each Party signing the Agreement ("Effective Date").
- (b) Term of Agreement. The Agreement shall commence on the Effective Date and terminate absolutely upon the completion by DMO of all Services; or (2) the completion of the Event.
- (c) Event Cancellation and Rescheduling: If the Event needs to be cancelled and rescheduled for any reason, by any of the interested parties, it must be by mutual agreement, with a minimum notice of 30 days before the Event. The deposit for the Event, in the case of having received it, will be used for the rescheduled Event date or for a future event agreed by both parties. In case of the Event being canceled with less than 30 days, any cost for changing the Event date will be deducted from the deposit received.
- (d) Termination for Convenience. Notwithstanding subparagraphs (a) or (b) or any other provision to the contrary herein, the City shall have the unilateral right to terminate the Agreement at any point during any term of the Agreement, solely at its discretion and without cause, by providing written notice to DMO of its desire to terminate.

3. Compensation: The City shall remit to DMO the amount of two thousand and five hundred dollars (\$2,500.00) as compensation for performance of the services aforementioned and described in Section 1 above.

Additionally, City agrees that it shall either pay directly, or reimburse DMO at DMO's election, for all costs associated with the final, City-approved, agreement for vendor services.

4. **Assignment and Subcontracting:** Notwithstanding any other provision to the contrary herein, DMO shall not assign the Agreement (or any portion thereof) without the prior express written consent of the City. The City shall approve the vendor or subcontractors selected by DMO and the vendor or subcontractors' price for Services. No assignment or subcontract by DMO, including any assignment or subcontract to which the City consents, shall in any way relieve DMO from complete and punctual performance of its obligation under the Agreement.

5. **Responsibility of DMO:** DMO acknowledges that the City is employing it to professionally render the services provided under Services only and that any payment(s) made to it by the City under the Agreement are compensation solely for such service. DMO agrees to follow the applicable standard of professional care in performing the services provided under Services. DMO agrees to perform the service provided under Service in accordance with generally accepted standards and practices customarily utilized by competent event planning agencies in effect at the time such services are rendered. No review of DMO's professional work product provided pursuant to the Agreement, including (but not limited to) any plans and specifications, by any employee or agent of the City shall relieve DMO of any responsibility with respect to such professional work product.

6. **Risk Management Requirements:** DMO warrants that DMO and any vendor procured by DMO and contracted by DMO shall abide by the City's applicable Risk Management Requirements, which are attached hereto as Exhibit A.

7. **Indemnification:**
 - (a) To the fullest extent permitted by law, DMO shall indemnify and hold harmless the City (including its elected officials, officers, directors, employees and agents) from and against all claims, costs, losses and damages arising out of or relating to DMO's performance of the services provided under Services, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the work itself) but only to the extent caused by any negligent or intentional act or omission of DMO, any employee or agent of DMO, or any vendor or subcontractor of DMO.

 - (b) In any and all claims against the City (including any and all claim against its elected officials, officers, directors, employee and agents) by any employee (or the survivor or personal representative of such employee) of DMO, any vendor or subcontractor of DMO or any individual or entity directly or indirectly employed by DMO or such vendor or subcontractor to perform any of the services provided under Services, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph of Paragraph 7 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for DMO, any vendor or subcontractor of DMO or any individual or entity directly or indirectly employed by DMO or such vendor or subcontractor under workers' compensation acts, disability benefits act or other employee benefits acts.

DMO further warrants that it will, a part of any separate, written agreement with DMO's procured vendor, include a provision identical to the Sections 6 (a) and (b) above wherein the vendor shall likewise indemnify and hold harmless in the City under the same terms aforementioned.

8. **Waiver of Breach:** The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.
9. **Disputes:** Pending resolution of any dispute hereunder, DMO shall proceed diligently with the performance of work in accordance with the City's direction.
10. **Notices:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to DMO or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

City Manager
Morrow City Hall
1500 Morrow Road
Morrow, Georgia 30260

If to DMO:

Latin American Chamber of Commerce
Attn: Alejandro Coss, President and CEO
4120 Presidential Parkway, Suite 200
Atlanta, Georgia 30340

11. **Integration:** The Agreement (including any and all exhibits hereto) represents the entire understanding and agreement between the City and DMO as to those matters contained herein. No prior oral or written understanding between the Parties shall be of any force or effect with respect to those matters contained herein. The Agreement may not be modified or altered except in a writing signed by both Parties.
12. **Captions:** All captions, headings, paragraph number and subparagraph numbers are solely for the purpose of facilitating reference to the Agreement and shall not supplement, limit or otherwise vary the text of the Agreement in any respect.
13. **References:** All references in the Agreement to Paragraphs shall be deemed to refer to the appropriate Paragraph of the Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural and use of the plural shall include the singular, all as the context of the Agreement requires. Unless otherwise specified in the Agreement, the terms "herein," "hereof," "hereunder" and other terms of similar import, shall be deemed to refer to the Agreement as a whole, and not to any particular Paragraph hereof.

- 14. Severability:** If any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- 15. Interpretation:** The Parties acknowledge that each of them (including legal counsel, to the extent each may have employed such counsel in the preparation of the Agreement) have participated fully in the review and the revision of the Agreement prior to its execution. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting any word, phrase, sentence, paragraph, subparagraph, or article in the Agreement. The language in the Agreement shall be interpreted as to its fair meaning and not strictly for or against any party hereto.
- 16. Exhibits:** The exhibits referred to in and attached to the Agreement are incorporated herein in full by reference.
- 17. Governing Law and Consent to Jurisdiction:** The Agreement is made and entered into in the State of Georgia and the Agreement and the right and obligations of the Parties shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any dispute arising from this Agreement shall be in the Superior Court of Clayton County, Georgia.
- 18. Execution in Counterparts:** The Agreement may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes, and all of such counterpart copies shall together constitute one and the same agreement. This Agreement, however, shall not be binding until and unless each of the Parties has executed a counterpart and delivered a copy of it to the other. The delivery of the executed copy of the Agreement by e-mail or other means of electronic communication will be deemed to be as effective a delivery of an original signature page.


[SIGNATURES LOCATED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the

date(s) and year written below.

LATIN AMERICAN CHAMBER OF COMMERCE OF GEORGIA

By:



Name: Alejandro Coss

Title: President and CEO

Date: June 4, 2021

CITY OF MORROW, GEORGIA

By:

Name:

Title:

Date:

:

By:

Name:

Title:

Date:

EXHIBIT A
RISKMANAGEMENT REQUIREMENTS

_____ (the "Contractor") will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poor Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation - Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability - Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Morrow, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation - Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability - Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Morrow, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

June 14, 2021

**City of Morrow
The District
1065 Olde Town Morrow Rd
Morrow, GA 30260**

Scope of Work for the Structural Assessment and Analysis, Plan Design, Construction Plans, Bid Support, and Construction Administration Services for the Napier House.

The City of Morrow requests quotes for work associated with the Napier House (The big two story white house with a porch, balcony, and columns located at 1065 Olde Town Morrow Rd), being transitioned into a “White Box” design with no changes in the current layout except for the addition of a kitchen. For the purposes of your assessment and analysis, the intended use will be an assembly occupancy. The City is requesting that your firm, partners, affiliates, or associates provide a comprehensive proposal for the entire process.

This scope of work will need to be executed by a team of professionals whom are lead by an architect. The deliverables will include structural assessment, electrical design, HVAC design, and the design of a kitchen built from the back of the house and extended onto the elevated platform (back deck). The architect shall produce a set of STAMPED building plans or construction, including AutoCAD files. The architect will also provide specifications for the project and should include bid support services as well as construction administration services.

Assessment& Analysis

Proposed bids shall include services for a full assessment of the entire structure that outlines the “as-is” structural integrity and creates the platform and information necessary for design professionals to create plans for construction, to include the appropriate sprinkler plans. If the structural assessment and plan design requires any demolition, the areas will be identified by the chosen company, but all demolition will be the responsibility of the city.

Design

The design shall incorporate the intended use of an assembly occupancy to floor loading as well as shoring up or reinforcing any discrepancies found in the analysis phase. The design shall also follow all building and life safety code requirements to construct or remodel the structure, roof, and foundational requirements as needed. NFPA 13 sprinklers plans required for this project and the development of full construction plans should be included in this proposal and should include include electrical, plumbing and HVAC. The design and construction plans should also consider the buildout of a kitchen, which is currently not included in the floor plan. The windows at the back of the house will be converted to doors that enter into the new kitchen. The kitchen will be built at an elevation which does not create a step down from the new doorways on the rear of the

building. The plans shall be submitted in hard copy and AutoCAD format. All required inspections and permits should be considered in the development of this proposal.

Bid Support Services

This proposal should include oversight for all steps of the bid process. (advertising, monitoring, question and answering, drafting addendums, and recommendations and selection process).

Construction Administration Services

This proposal should include services for administration support through the construction process to include any oversight, regular inspections, punch lists, and final documentation. As built drawings will be required at the completion of construction.

All quotes for this scope of work should be submitted to Sylvia Redic at sylviaredic@cityofmorrow.com. The deadline for this request for proposals is July 2, 2021.

MORROW
THE DISTRICT
@233
EST. 2021

NEW BUSINESSES

05/25/2021-06/16/2021:

ATLANTA PHILLY ITALIAN PASTA & SUBS
1510 SOUTHLAKE PKWY
MORROW, GA 30260

PICASSO'S SPLAT ROOM
6681 JONESBORO RD
MORROW, GA 30260

TONDA'S STYLE & BEAUTY SPA LLC
1607 LAKE HARBIN RD
MORROW, GA 30260

KING KONG MILK TEA & SMOOTHLY
1500 MT. ZION ROAD SUITE 107
MORROW, GA 30260



SUMMARY

The City of Morrow has a desire to support its businesses and organizations located within its boundaries by increasing awareness to I-75 motorists traveling through Clayton County.

Georgia Outdoor Advertising is proposing to construct digital signage on a parcel of land owned by Morrow. More specifically, I-75 frontage at parcel #13144B A005 a detailed site plan will be submitted as Exhibit A to proposed operating agreement. The proposed sign would be owned and operated by a newly formed entity Morrow Municipal Marketing, LLC.

The proposed sign will be a single pole-digital for all Southbound traffic, an overall height of 45-50' tall and facing size 14'x48' typical interstate size.

The City of Morrow would receive advertising as outlined in the attached operating agreement, as well as Morrow businesses and organizations would be able to lease advertising space from the digital sign. Furthermore, The City would receive 20% revenue share based on the attached operating agreement.

Under the proposed agreement, The City of Morrow would bear no expense in the development, construction or operation of this proposed sign. Under the operating agreement we would request cooperation with building permit, site clearing approval and utility easements for electrical. Also we will provide liability insurance for the operation and maintenance of the sign.

OPERATING AGREEMENT

This Operating Agreement has an effective date of July 1, 2021, and is entered by and between the City of Morrow, Georgia ("CITY") and Morrow Municipal Marketing, LLC ("MMM").

SECTION ONE: AGREEMENT; TERM

This Agreement provides for MMM to build, operate, and maintain a CITY marketing and sponsor sign on CITY-owned property. The location of the sign is shown in Exhibit A hereto. The sign shall include at least one electronic digital display and may include an electronic display on both sides at MMM's option. Additional signs may be added pursuant to Section Eleven below. MMM shall operate and maintain the sign as promotional and marketing sign for the CITY and its sponsors who enter sponsorship agreements to be entered by MMM as agent for the CITY. The sign shall be referred to as "the Sign" hereinafter. During the term of this Agreement, MMM shall be granted the right of ingress and egress to and from the Sign and the right to run above or below ground power to the Sign.

This Agreement shall extend for twenty-five years from the date the Sign is fully operational. If, after the conclusion of the term, the Parties have not negotiated an extension or renewal and CITY has not terminated with at least 90-day advance notice, this Agreement shall become year-to-year.

SECTION TWO: RENT

MMM shall be the manager of the Sign and pay CITY a monthly payment in the amount of 20% of net Sign revenue. Such payments will be made on or before the 15th day of the following calendar month. Net revenue is the total Sign revenue actually received in a given calendar month minus all legitimate costs, to include but not be limited to (i) maintenance; (ii) telecommunications connectivity; (iii) creative work by digital designers; (iv) content management for digital copy scheduling; (v) internal and external sales commissions, not to exceed 20%; (vi) travel for meetings requested by CITY; (vii) warranty costs; (viii) insurance; (ix) permits and fees; (x) taxes; (xi) power; and (xii) capital cost recoupment as set out in Section Seven below. All costs must be direct and documented. MMM shall make its books and records available to CITY with ten days advance notice.

SECTION THREE: MESSAGING AND RESTRICTIONS; USE BY CITY

No adult content, tobacco products, political, ideological, or religious messages shall be shown or promoted, unless the CITY provides advance approval.

The Parties agree that MMM shall be permitted to make the Sign available to any governmental law enforcement agency for emergency messaging (such as Amber Alerts, disaster information) without approval of CITY. MMM agrees that the CITY's police department may use the Sign for emergency messaging by contacting MMM. MMM shall add emergency messages for the CITY police to the advertising rotation on the Sign promptly and shall leave such copy in the rotation for 48 hours of such lesser time requested by the CITY police.

The CITY shall be permitted to promote itself and its events on one spot in the ad rotation on any LED display posted on the Sign. It may also use other spots when

and only if such space is not utilized by MMM. At least one spot in the rotation on each LED display of the Sign may be used to promote the Sign itself and shall be considered occupied for purposes of this paragraph. This provision for CITY use shall not apply to any non-CITY use, which should be encouraged to become paying advertisers/sponsors for the mutual benefit of the Parties.

CITY agrees not to authorize any competitive advertising/sponsor sign to be managed or operated by any third party on property it owns or controls without first offering MMM the opportunity.

SECTION FOUR: VISIBILITY; ACCESS

CITY agrees not to erect or construct any signs, buildings, structures, signs, or blockages of any kind or plant vegetation which will obstruct the Sign to motorists or obstruct ingress or egress to the sign. CITY agrees to assist MMM in dealing with governmental entities or private landowners in any efforts to clear vegetation that obscures the view of the Sign from nearby roadways. In the event that trees or vegetation grow to visually obscure or obstruct access to the sign, MMM is authorized to trim or remove such new growth as a maintenance expense.

SECTION FIVE: REPAIRS AND MAINTENANCE

MMM shall at all times during the term of this Agreement keep the Sign in good repair and shall maintain it in a clean and attractive condition.

SECTION SIX: INSURANCE

If the Sign is not covered by standard CITY insurance, MMM agrees to obtain, and keep in full force and effect at all times during the term of this Agreement, a policy of liability insurance for the protection of CITY and MMM against liability arising out of the Sign. The liability limits of the policy shall be a general liability insurance policy in the amount of at least \$1,000,000.00.

SECTION SEVEN: OWNERSHIP OF SIGN AND IMPROVEMENTS

The documented costs of MMM to permit, design, fabricate, and construct the Sign shall be repaid in the following manner: beginning six months after the Sign starts operating, repayments of all such documented costs shall begin as if amortized over a 10-year period at an interest rate of Prime plus 4% (with rate adjusted in January of each year); this payment shall be made along with operating costs listed in Section Two above, and before any split of net revenues by the Parties; interest shall begin to accrue when each expense is actually paid by MMM. Any large capital costs that cannot be handled as maintenance items, such as adding a second LED display, replacing an LED display, or rebuilding or relocating the Sign, shall be paid by MMM and repaid in the same manner. This Agreement shall be extended as necessary to allow such repayments to be concluded.

SECTION EIGHT: TERMINATION

A. By CITY. If MMM defaults in the payment of rent, or breaches any other substantive condition of this Agreement, CITY may, after written notice and 30-day opportunity to cure, declare this Agreement terminated by giving written notice. Alternatively, CITY may pursue other legal options upon breach.

B. By MMM. If CITY breaches any substantive condition of this Agreement, after written notice and 30-day opportunity to cure, MMM must first try to cure the default with the ability to deduct the cost of the cure from the rental payments. If this cannot be done in a practical manner, then MMM may declare this Agreement terminated by giving written notice and may remove the Sign and all related equipment. Alternatively, MMM may pursue other legal options upon breach.

SECTION NINE: EFFECT OF CONDEMNATION

If the area of the Sign is taken or threatened to be taken by eminent domain, the Sign shall be relocated with all costs of such relocation borne by the entity with powers of eminent domain or, failing that, by MMM in accordance with Section Seven above. If the Sign cannot be relocated, then each Party shall be entitled to pursue a condemnation award commensurate to its losses. CITY shall not be entitled to terminate this Agreement in any manner that would reduce MMM's condemnation award.

SECTION TEN: ASSIGNMENT AND SUBLETTING

MMM may assign all or part of its interest under this Agreement but any assignee must agree to assume all liabilities and obligations under this Agreement. MMM may sublet or subcontract the operations of the sign so long as it continues to be obligated to fulfill its liabilities and obligations under this Agreement.

SECTION ELEVEN: MULTIPLE SIGNS

It is the Parties' intent that at least one Sign shall be developed pursuant to this Agreement at the site shown in Exhibit A. If MMM or any of its affiliates under common ownership are able to obtain permission to install one or more state-permitted outdoor advertising signs ("Advertising Signs") on the parcel of property where the Sign is located, then they shall be allowed to install the additional state-permitted Advertising Signs. CITY agrees to provide all reasonable assistance in the approvals, permitting, and installation of each such sign. Rather than calculating the CITY's payment in accordance with Section Two above, the CITY shall be paid 15% of all gross revenues on or before the 15th of each month, based on all receipts during the prior calendar month. The CITY shall have no rights to utilize the Advertising Signs, unless it enters an advertising contract agreeable to MMM or its affiliate.

SECTION TWELVE: NOTICES

Except where specifically excepted herein, any notice required hereunder shall be delivered by overnight mail or delivery service, or by certified mail postage prepaid, with copy sent via email. Notice shall be deemed sufficient when delivered. Any changes in address shall be effective when communicated in writing by the Party whose address is changing.

SECTION THIRTEEN: COMPLIANCE WITH LAWS

Each party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this program. Both parties promise to not discriminate on the basis of race, color, creed, age, sex, national

origin, religion, height, weight, marital status, sexual orientation, gender identity/ expression, or disability.

WHEREFORE, intending to be legally bound hereby, the Parties hereto have set their hand and seal with effect on the date first set forth above.

For MMM

By: _____

Print Name: _____

Title: _____

Date: _____

For CITY

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Site of Sign

RIBBON CUTTING CEREMONY FOR

COMMUNITY

garden of

MORROW

JULY 17, 2021 | 11PM - 2PM

**join us as we celebrate the
garden's new home**

Plant here and Grow

5900 REYNOLDS RD.

2021 Morrow Signature Events Schedule

Lunar New Year Festival	February 6, 2021
Mardi Gras	Coming 2022
Black History Month Celebration	February 2021
St. Patrick's Day Festival	March 17, 2021
Food Truck Fundays	April 29, 2021 (1 st & 3 rd Thursday of every month through September)
Cinco de Mayo	May 2, 2021
Keys to the City Car Show	May 8, 2021
Juneteenth	June 12, 2021
Job Fair	June 18, 2021
FreedomFest	June 26, 2021
Move Night	July 16 & 23 2021
Community Garden ribbon cutting	July 17, 2021
Dog Days	August 6, 2021
Community Yard Sale	August 14, 2021
October Fest	September 18 & 19, 2021
Day of the Dead	October 24, 2021
Safe Halloween	October 31, 2021
Veteran's Day	November 11, 2021
Christmas in the Park	December 3, 2021

You're Invited!

To the Celebration of Life of Retired Major James H. Millirons, Sr. (Jim)

and former Mayor of City of Morrow

Saturday, July 31, 2021 from 5 pm to 9 pm (drop-ins welcome)

**The Morrow Center
1180 Southlake Circle
Morrow, GA 30260**

**Food and fellowship, fond memories and stories
to be shared!**

Please **RSVP: Janice via call, text, or email: (706)
851-6772**

beacchpeach2424@aol.com