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December 8, 2009

**CITY OF MORROW, GEORGIA  
Regular Meeting**

**7:30 pm**

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**CALL TO ORDER:** Mayor Millirons  
**PLEDGE OF ALLEGIANCE:** All  
**INVOCATION:** Mayor Millirons  
**ROLL CALL** City Clerk, Evyonne Browning

1. **APPROVAL OF MEETING AGENDA:**

(Agenda Item 09-12-50)

To add or remove items from the Agenda:

2. **CONSENT AGENDA:**

(Agenda Item 09-12-51)

1. Approval of the November 9, 2009 Regular Meeting Minutes.

(Agenda Item 09-12-52)

2. Approval of the November 19, 2009 Special Called Meeting Minutes.

(Agenda Item 09-12-53)

3. Approval of the November 23, 2009 Regular Meeting Minutes.

(Agenda Item 09-12-54)

4. Approval of the November 23, 2009 Work Session Minutes.

(Agenda Item 09-12-55)

5. Appointment of Rebecca Zebe as the Pension Committee Secretary with the Georgia Municipal Association Benefit System for Employees.

3. **REPORTS AND PRESENTATIONS:**

4. **FIRST PRESENTATION:**

None at this time

5. **OLD BUSINESS:**

None at this time

6. **NEW BUSINESS:**

(Agenda Item 09-11-46)

1. Approval of an Intergovernmental Contract between the City of Morrow and Morrow Downtown Development Authority for Leased Employees.

*(Presented by Jeff Eady, City Manager)*

(Agenda Item 09-11-57)

2. Approval of a Resolution of the City of Morrow Ratifying and Approving Contracts with Georgia Development Partners, LLC and Batson-Cook.

*(Presented by Jeff Eady, City Manager)*

7. **COMMENTS:**

Citizens-  
City Manager-  
Mayor and Council –

8. **ADJOURNMENT:**

**CITY OF MORROW**  
1500 Morrow Road  
Morrow, GA 30260

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**CITY COUNCIL AGENDA ITEM**

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**TO:** City Council

**DATE:** December 2, 2009

**FROM:** City Manager

**AGENDA ITEM:**

**Appointment of Rebecca Zebe as the Pension Committee Secretary with the Georgia Municipal Association Benefit System for Employees.**

**MEETING DATE:** Tuesday, December 8, 2009

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*Supporting Documentation – see attached*

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**APPROVAL BY CITY MANAGER:**  **APPROVED**       **NOT APPROVED**

**CITY ATTORNEY APPROVAL REQUIRED:**       **YES**       **NO**

**CITY ATTORNEY REVIEW REQUIRED:**       **YES**       **NO**

**APPROVAL BY CITY ATTORNEY**       **APPROVED**       **NOT APPROVED**

**PLACED ON AGENDA FOR: APPROVAL AND ADOPTION**

**REMARKS:**



Georgia Municipal Employees Benefit System (GMEBS)  
The Burgess Building

201 Pryor Street, SW, Atlanta, GA 30303-3606 \* Phone (404) 688-0472 \* Fax (678-686-6289 \* Toll Free 1-888-488-4462 \* [gmanet.com](http://gmanet.com)

**Appointment of Pension Committee Secretary**

In accordance with the Georgia Municipal Employees Benefit System master defined benefit retirement plan, which was adopted by (Member/Employer) CITY OF MORROW, the Pension Committee of said member/employer has met in a duly assembled meeting and has designated Rebecca Zebe as Secretary of the Pension Committee.

Print Name

The Pension Committee Secretary shall have full authority to represent the Pension Committee in all communications with the Georgia Municipal Employees Benefit System and the employees of the Member/employer.

Sincerely,

Pension Committee of

CITY OF MORROW

Print Name of Member/Employer

By:

\_\_\_\_\_  
Signature of Chairperson

\_\_\_\_\_  
Print Name of Chairperson

Date \_\_\_\_\_



**GEORGIA  
MUNICIPAL  
ASSOCIATION**

Georgia Municipal Employees Benefit System (GMEBS)  
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**Appointment of Pension Committee Secretary**

In accordance with the Georgia Municipal Employees Benefit System master defined benefit retirement plan, which was adopted by (Member/Employer) CITY OF MORROW, the Pension Committee of said member/employer has met in a duly assembled meeting and has designated REBECCA ZEBE as Secretary of the Pension Committee.

Print Name

The Pension Committee Secretary shall have full authority to represent the Pension Committee in all communications with the Georgia Municipal Employees Benefit System and the employees of the Member/employer.

Sincerely,

Pension Committee of

CITY OF MORROW

Print Name of Member/Employer

By:

\_\_\_\_\_  
Signature of Chairperson

\_\_\_\_\_  
Print Name of Chairperson

Date \_\_\_\_\_

**CITY OF MORROW**  
1500 Morrow Road  
Morrow, GA 30260

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**CITY COUNCIL AGENDA ITEM**

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**TO:** City Council

**DATE:** December 2, 2009

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of an Intergovernmental Contract between the City of Morrow and Morrow Downtown Development Authority for Leased Employees.**

**MEETING DATE:** Tuesday, December 8, 2009

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*Supporting Documentation – see attached*

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**APPROVAL BY CITY MANAGER:**  **APPROVED**  **NOT APPROVED**

**CITY ATTORNEY APPROVAL REQUIRED:**  **YES**  **NO**

**CITY ATTORNEY REVIEW REQUIRED:**  **YES**  **NO**

**APPROVAL BY CITY ATTORNEY**  **APPROVED**  **NOT APPROVED**

**PLACED ON AGENDA FOR: APPROVAL AND ADOPTION**

**REMARKS:**

STATE OF GEORGIA  
CITY OF MORROW

**INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF  
MORROW AND MORROW DOWNTOWN  
DEVELOPMENT AUTHORITY FOR LEASED EMPLOYEES**

COME NOW the Parties to this Agreement, the City of Morrow, Georgia (“City”), a municipal corporation organized under the laws of the State of Georgia and the Morrow Downtown Development Authority (“DDA”) created by resolution of the Mayor and Council of the City pursuant to O.C.G.A. § 36-42-1, et seq., who enter into this Agreement for the leasing of certain employees to the DDA; and for other purposes. The City and DDA are each a “Party” to this Agreement and may be collectively referred to as “Parties.”

The Parties to this Agreement agree to the following terms:

**Section 1.** The City agrees to provide administrative services and to lease employees to DDA (“Leased Employees”) to assist in the carrying out of DDA’s duties and obligations. Leased Employees provided by the City shall include the following:

1. Main Street Coordinator
2. Receptionist/Front Desk Services Clerk
3. Maintenance Manager
4. Construction Manager

The City and DDA may agree from time to time to provide additional positions as Leased Employees to DDA or to alter the number or titles of positions, provided any such changes shall be made as provided in Section 17 of this Agreement. In addition to the employees designated as Leased Employees under this Agreement, DDA shall receive the services of the City’s Economic Development Director and the Administrative Assistant to the Economic Development Director at no charge to DDA. The City’s Economic Development Director shall be charged with supervising all Leased Employees under this Agreement.

**Section 2.** The Board of Directors of DDA retains the right to accept or reject the services of any offered Leased Employee. At any time that DDA is dissatisfied with the performance of a Leased Employee, it may provide notice to the City Manager of the unsuitability of the employee and the City agrees, upon receipt of such notice, to remove such employee from DDA’s facility and from work for DDA. The City reserves the right to terminate its employment of any Leased Employee at any time. No property rights in

employment are created by this Agreement for any Leased Employees and all Leased Employees remain subject to employment at will.

**Section 3.** For each position to be filled with a Leased Employee, DDA shall establish a written job description, including qualifications, education and experience requirements, representative duties, and necessary skills and knowledge. Such job descriptions are subject to review and revision by the City to correspond with City personnel practices.

**Section 4.** While assigned to DDA, Leased Employees shall conform to hours of work and attendance requirements as established by DDA's Board. Leased Employees shall continue to accrue personal leave, retirement, and other benefits in the same manner as other City employees.

**Section 5.** The Board of Directors of DDA shall establish compensation levels for available positions for Leased Employees and the City shall endeavor to fill those positions with Leased Employees at the compensation rates established by DDA. Provided that, so long as the City provides supplemental assistance in covering the salaries and benefits of Leased Employees, the City has the right to reject compensation levels for those Leased Employees which exceed a reasonable rate for the work to be performed.

**Section 6.** It is the intention of the Parties to this Agreement that, over time, DDA shall become a self-sustaining agency. The Parties recognize, however, that at the time of execution of this Agreement several projects being undertaken by DDA are not yet fully operational. Accordingly, the City will pay the salaries, benefits and associated personnel costs of Leased Employees in a transitional manner until DDA is anticipated to generate revenue sufficient to cover their cost. The schedule of payments to be contributed by the City to the salaries and benefits of Leased Employees is as follows:

1. Year One: 100%
2. Year Two: 90%
3. Year Three: 80%
4. Year Four: 70%
5. Year Five: 60%
6. Year Six: 50%
7. Year Seven: 25%
8. Year Eight and following: 0%

**Section 7.** That portion of salaries and benefits not paid for by the City under the preceding paragraph shall be the liability and responsibility of DDA, and DDA shall reimburse the City for all such actual salary and benefit expenses in accordance with the approved schedule.

**Section 8.** To the extent that the passage of time and budget of DDA establish that the schedule provided in Section 6 is unworkable, then the City and DDA agree to negotiate a revised schedule, keeping in mind the ultimate goal of DDA to become self-sustaining.

**Section 9.** DDA shall provide formal, written input to the City for all Leased Employees with respect to performance of those Leased Employees on at least an annual basis, coordinated with the timing of performing personnel evaluations for other City employees. Upon request, DDA shall provide to the City more frequent input with respect to the performance of any or all Leased Employees.

**Section 10.** While operating as Leased Employees, all Leased Employees shall be subject to the direct supervision of the City's Economic Development Director. DDA agrees to follow the personnel policies in effect in the City of Morrow. Should disciplinary action be necessary toward any Leased Employee, DDA shall refer the matter to the City's Human Resources Director for appropriate action. Such referrals shall be made through the City Manager.

**Section 11.** Time is of the essence in this Agreement.

**Section 12.** Leased Employees shall be paid through the City's payroll service as other City Employees. Time sheets for the Leased Employees, submitted and certified by the Economic Development Director, shall be submitted to the City in accordance with the City's payroll deadline.

**Section 13.** As Leased Employees, the City shall continue to provide workers' compensation coverage to Leased Employees in the same manner as other City employees. The City shall also provide health insurance and retirement plan participation to Leased Employees in the same manner as other City Employees. The City shall also provide general liability insurance coverage to the Leased Employees in the same manner as other City Employees. DDA assumes full responsibility for supervising the Leased Employees and DDA shall indemnify and hold harmless the City, its officers, and employees for any and all liability and costs, including attorneys' fees, and against any claims of whatever nature arising from the acts of the Leased Employees while assigned to DDA.

**Section 14.** The effective date of this Agreement shall be December 1, 2009. The initial term of this Agreement shall be for 10 years unless earlier terminated by the Parties as provided herein. This Agreement shall be automatically renewable for successive one year terms unless either party provides written notice of its intention not to renew prior to 60 days of the expiration date.

**Section 15.** This Agreement may be terminated by either Party by giving the other Party 90 days written notice in advance of the date of termination.

**Section 16.** Neither DDA nor the City may assign, in whole or in part, its interest, rights, duties or obligations under this Agreement without the prior written consent of the other Party.

**Section 17.** The terms and conditions contained in this Agreement constitute the entire agreement and understanding of the Parties. This Agreement supersedes and replaces any existing contracts or agreements for personnel services between the Parties. Any changes, amendments, conditions or modifications to this Agreement must be in writing and accepted by both Parties.

**Section 18.** In addition to the Leased Employees identified under this Agreement who are installed on properties owned and administered by DDA on an indefinite basis, the City may also, from time to time, loan temporary employees to DDA at no expense to DDA to perform certain functions required by DDA on a short-term basis. The discretion as to the availability of employees to lend on a temporary basis remains with the City Manager, and the City has no obligation to provide employees if doing so would render it unable to perform its City functions. All requests for the loan of temporary employees under this paragraph shall be made by DDA to the City Manager and shall include the scope of work to be performed and the estimated length of time for which an employee's services are needed. During the term of such loans, the loaned employees shall be subject to direction by DDA staff upon report to DDA following temporary assignment and continuing only so long as the temporary assignment continues. Direction by DDA ceases immediately of all loaned employees when the temporary assignment ceases, as well as during any periods the loaned employee must return to City service.

**Section 19.** No Leased Employees or other employees temporarily loaned to DDA by the City shall give direction, commands or orders to City employees on behalf of DDA. All communications between Leased Employees and other employees concerning DDA matters and employees of the City shall be through the City Manager.

**Section 20. Miscellaneous Legal Provisions.**

- (a) The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of this Agreement.
- (b) Every provision of this Agreement is intended to be severable. If any term or provision hereof is determined to be invalid by a court of competent jurisdiction, it is the intent of the Parties hereto that such invalidation shall not affect the remaining portions of this Agreement which shall remain of full force and effect.

- (c) The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the Parties under this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.
- (d) In the event of any action or proceeding brought by either Party against another Party under this Agreement, the prevailing Party shall be entitled to recover its attorneys fees and costs in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees.
- (e) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- (f) No waiver of any breach by either Party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- (g) No presumption shall be made for or against either Party based on the drafting of this Agreement.

The Parties have hereunto set their hands and affixed their seals this \_\_\_ day of \_\_\_\_\_, 2009.

City of Morrow  
 By: \_\_\_\_\_  
 Mayor

Morrow Downtown Development Authority  
 By: \_\_\_\_\_  
 Chairman

This \_\_\_ day of \_\_\_\_\_, 2009.

This \_\_\_ day of \_\_\_\_\_, 2009.

Attest:

Attest:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Secretary

**CITY OF MORROW**  
1500 Morrow Road  
Morrow, GA 30260

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**CITY COUNCIL AGENDA ITEM**

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**TO:** City Council

**DATE:** December 2, 2009

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of a Resolution of the City of Morrow Ratifying and Approving  
Contracts with Georgia Development Partners, LLC and Batson-Cook  
Company**

**MEETING DATE:** Tuesday, December 8, 2009

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*Supporting Documentation – see attached*

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**APPROVAL BY CITY MANAGER:**  APPROVED  NOT APPROVED

**CITY ATTORNEY APPROVAL REQUIRED:**  YES  NO

**CITY ATTORNEY REVIEW REQUIRED:**  YES  NO

**APPROVAL BY CITY ATTORNEY**  APPROVED  NOT APPROVED

**PLACED ON AGENDA FOR: APPROVAL AND ADOPTION**

**REMARKS:**

**A RESOLUTION OF THE CITY OF MORROW**  
**RATIFYING AND APPROVING CONTRACTS WITH**  
**GEORGIA DEVELOPMENT PARTNERS, LLC**  
**AND BATSON-COOK COMPANY**

**WHEREAS**, the City of Morrow (the “City”) has entered into certain contracts and change orders thereto with Georgia Development Partners, LLC (“GDP”) and Batson-Cook Company (“Batson-Cook”); and

**WHEREAS**, GDP and Batson-Cook have company practices of obtaining formal resolutions from their government clients approving contracts entered into with same; and

**WHEREAS**, GDP and Batson-Cook have requested a formal resolution from the City ratifying and approving all contracts entered into by them with the City, including any change orders, additions or amendments thereto; and

**IT IS FURTHER RESOLVED** that the Resolution No. 2009-08 which was adopted by the City Council on June 9, 2009 is hereby repealed.

**NOW, THEREFORE**, it is hereby ordained and resolved by the City as follows:

The City hereby ratifies and approves the following contracts, including any change orders, additions or amendments thereto: (1) contract between the City and GDP entered into on or about April 15, 2008 for the project known as Olde Towne Morrow Sitework and Infrastructure; (2) contract between the City and Batson-Cook entered into on or about October 9, 2008 for the project known as City of Morrow Conference Center at Southlake Mall; (3) contract between City and GDP entered into on or about January 29, 2008 for the project known as Jesters Creek Pedestrian Pathway System Phase 1; (4) contract between the City and GDP, Batson-Cook and Piedmont Paving, Inc. entered into on or about July 30, 2007 for the project known as Morrow Station LCI; and (5) contact between the City and GDP entered into on or about November 19, 2007 for the project known as Olde Morrow Roadway.

**SO RESOLVED** in a lawfully convened open session this 8th day of December, 2009.

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Jim Millirons, Mayor

Attest:

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Evyonne Browning, City Clerk  
(Seal)

State of Georgia  
County of Clayton  
City of Morrow

**RESOLUTION 2009.08 OF THE CITY OF MORROW  
RATIFYING AND APPROVING CONTRACTS WITH  
GEORGIA DEVELOPMENT PARTNERS, LLC AND BATSON-COOK COMPANY  
AND AUTHORIZING CITY MANAGER TO EXECUTE FURTHER CONTRACTS AND  
CHANGE ORDERS**

WHEREAS, the City of Morrow (the "City") has entered into certain contracts and change orders thereto with Georgia Development Partners, LLC ("GDP") and Batson-Cook Company ("Batson-Cook"); and

WHEREAS, GDP and Batson-Cook have company practices of obtaining formal resolutions from their government clients approving contracts entered into with same; and

WHEREAS, GDP and Batson-Cook have requested a formal resolution from the City ratifying and approving all contracts entered into by them with the City, including any change orders, additions or amendments thereto; and

WHEREAS, the Mayor and Council find that authorizing the City Manager to execute all further contracts, contract amendments and change orders for ongoing projects with GDP and Batson-Cook will be in the best interests of moving said projects forward to completion in the most expeditious manner;

NOW, THEREFORE, it is hereby ordained and resolved by the City as follows:

1.

The City hereby ratifies and approves the following contracts, including any change orders, additions or amendments thereto: (1) contract between the City and GDP entered into on or about April 15, 2008 for the project known as Olde Towne Morrow Sitework and Infrastructure; (2) contract between the City and Batson-Cook entered into on or about October 9, 2008 for the project known as City of Morrow Conference Center at Southlake Mall; (3) contract between City and GDP entered into on or about January 29, 2008 for the project known as Jesters Creek Pedestrian Pathway System Phase 1; (4) contract between the City and GDP, Batson-Cook and Piedmont Paving, Inc. entered into on or about July 30, 2007 for the project known as Morrow Station LCI; and (5) contract between the City and GDP entered into on or about November 19, 2007 for the project known as Olde Morrow Roadway.

2.

The City Manager is hereby authorized to approve, enter into and execute any further contracts, contract amendments and change orders with GDP and Batson-Cook for ongoing

State of Georgia  
County of Clayton  
City of Morrow  
projects and planned projects.

SO RESOLVED in lawfully convened open session this 9<sup>th</sup> day of June, 2009.

**CITY OF MORROW, GEORGIA**

\_\_\_\_\_  
Jim Millirons, Mayor

\_\_\_\_\_  
Councilman Virlyn Slaton

\_\_\_\_\_  
Councilman Charles Sorrow

\_\_\_\_\_  
Councilman Mason Barfield

\_\_\_\_\_  
Councilman Bob Huie

Attest: \_\_\_\_\_  
City Clerk