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**October 8, 2013** **CITY OF MORROW, GEORGIA** **Regular Meeting** **7:30 pm**

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

1. **ROLL CALL**

2. **APPROVAL OF MEETING AGENDA:**

To add or remove items from the Agenda:

3. **CONSENT AGENDA:**

1. Approval of the September 24, 2013 Regular Meeting Minutes.
2. Approval of Greg Hecht, PC invoice #5836 dated September 5, 2013 in the amount of \$3,491.77 for August, 2013.
3. Approval of Sumner/Meeker, LLC (Laurel Henderson) invoice dated August 30, 2013 in the amount of \$\$4,166.80 for period July 17, 2013 through August 21, 2013.
4. Approval of FDWM Legal Statement dated August 20, 2013 in the amount of \$5,497.28 for services rendered regarding L.O.S.T. and SDS Agreement Matters.

4. **REPORTS AND PRESENTATIONS:**

1. 1. Presentation of the 19th Consecutive Finance Award for Financial Reporting Achievement for the City of Morrow to Dan Defnall, Finance Officer and to Juanita Davis, Accountant, Hanh Kim, Accounting Clerk, and Van Tran, Accounting Clerk *(Presented by Jeff Eady, City Manager)*
2. Neighborhood Watch Announcement – Presented by Police Chief Leighty
3. Financial Update – Dan Defnall

5. **FIRST PRESENTATION:** none at this time

6. **PUBLIC COMMENT – AGENDA ITEMS:**

*Public comment during this part of the meeting is limited only to discussion of items which will appear on tonight's Agenda for action or vote by the Mayor and Council. Please fill out a comment card on any agenda item(s) you wish to make comment and turn it into the City Clerk as you come up to speak. Comment cards and pens are available at the back of the Council Chambers for your use.*

7. **OLD BUSINESS:** None

8. **NEW BUSINESS:**

1. Approval a Resolution to Amend the Personnel Rules and Regulations of the City of Morrow with regards to conditions of Employment, (Sections 6.01 – Sick Pay and 6.07 – Family and Medical Leave Act); To repeal conflicting provisions; To establish an Effective Date; and for other purposes.  
*(Presented by Becky Zebe, HR Manager)*
2. Approval of an Agreement with GMA IT in a Box to provide IT services to 2 users and full Website services to the City of Morrow.  
*(Presented by Jeff Eady, City Manager)*
3. Approval of a Grant Application with the Georgia Department of Transportation for Local Maintenance & Improvement for Fiscal Year 2014.  
*(Presented by Jeff Eady, City Manager)*
4. Approval of a Resolution to adopt the Five Year 2014-2018 Short Term Work Program. *(Presented by Brecca Johnson, Sr. Planner)*

9. **GENERAL COMMENTS:**

*General comments are for any items or submit that did not appear on tonight's agenda. Please fill out a comment card on any general items(s) you wish to make comment and turn it into the City Clerk as you come up to speak. Comment cards and pens are available at the back of the Council Chambers for your use.*

10. **ADJOURNMENT:**

**A RESOLUTION OF THE CITY OF MORROW TO AMEND THE PERSONNEL RULES AND REGULATIONS OF THE CITY OF MORROW WITH REGARDS TO CONDITIONS OF EMPLOYMENT; TO REPEAL CONFLICTING PROVISIONS; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Morrow amended the Personnel Rules and Regulations by Resolution and made effective June 25, 2013, which contains provisions regulating the conditions of employment, and

**WHEREAS**, the Mayor and Council believes that it is necessary and desirable to amend the existing provisions contained in the following Policies of the Personnel Rules and Regulations:

1. **Policy 6.01 – Sick Pay**

**Section VI. PROCEDURE:**

C. Employees may not use sick pay at their own discretion. Sick pay generally can only be used when an eligible employee is unable to perform his/her job due to his/her own illness or sickness. It may also be used for employee Doctor or Dentist appointments. An employee is required to substitute, in this order until exhausted, accrued vacation and accrued sick pay, for unpaid Family and Medical leave associated with the birth of a child, adoption, or placement of a child; or leave associated with care of a family member, in accordance with Policy 6.07.

2. **Policy 6.07 – Family and Medical Leave**

**Section II. Procedure:  
Leave Requirement**

E. Substitution of paid leave:

1. Family Leave and Medical Leave Associated with the Care of a Seriously-Ill Family Member - The City requires all employees who take leave under this policy, to substitute, in this order until exhausted, their accrued paid vacation leave, and/or sick leave for leave associated with the birth, adoption or placement of a child or leave associated with the care of a family member for all or part of the 12-week period of such leave.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Morrow, Georgia that these amendments to the Personnel Rules and Regulations shall be in full force and effect November 1, 2013

**SO RESOLVED** this 8<sup>th</sup> day of October, 2013.

Attest:

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JB Burke, Mayor

\_\_\_\_\_  
Evyonne Browning, City Clerk  
(Seal)

## City of Morrow

### PERSONNEL RULES AND REGULATIONS

Subject: Sick Pay  
Policy No.: 6.01  
Page One of Two  
Effective Date: Revision effective July 1, 2013

**V. POLICY:** The City expects each employee to perform his job as scheduled. However, the City also recognizes that employees may be required to be absent for their own legitimate medical reasons. In recognition, the City provides eligible employees payment for absences due to medical reasons in certain circumstances.

**VI. PROCEDURE:**

**A.** Eligible full-time employees receive sick pay credit at the rate of twelve days (one day equals eight hours) per year and sick pay accrues from the date of employment on a pro-rata basis per pay period. Eligible employees working a twenty-four/forty-eight (24/48) shift receive an increased amount of sick pay credit in proportion to the number of hours worked annually (2756) and eligible employees working 85.5 hours bi-weekly will receive an increased amount of sick pay in proportion to the number of hours worked annually (2223) as compared to the number of hours worked annually in a normal 40 hour work shift (2080).

**B.** An employee who will be absent must report to his supervisor before his scheduled reporting time on the day of the absence to receive sick pay and will be expected to keep the supervisor or Department Head informed of his progress on a daily basis. Approval to report absences on a less frequent schedule may be granted by Department Management.

**C.** Employees may not use sick pay at their own discretion. Sick pay generally can only be used when an eligible employee is unable to perform his/her job due to his/her own illness or sickness. It may also be used for employee Doctor or Dentist appointments. An employee is required to substitute, **in this order until exhausted, accrued vacation and** accrued sick pay, for unpaid Family and Medical leave associated with the birth of a child, adoption, or placement of a child; or leave associated with care of a family member, in accordance with Policy 6.07.

**D.** The national average for employees using sick leave is a total of six days per year or three separate incidences of sick leave per year. Absenteeism due to illness or sickness in excess of the national average will be investigated by department heads who feel an employee is abusing the sick pay privilege and, pending the outcome of the investigation, deny sick pay to the affected employee. Also, the department head may require the employee to:

- 1.** Provide medical documentation indicating the employee was unable to work, from a licensed medical professional.
  - 2.** When the City learns through any such consent form that an employee is being treated for any condition or disorder that may constitute a hazard to the City, its employees, citizens of Morrow, or the public at large, the information thus obtained may be used by the City as a basis for a management referral to the Employee Assistance Program or as the basis for treating a voluntary referral as a management referral pursuant to Policy No. 6.11, the Employee Assistance Program.
  - 3.** Obtain a doctor's excuse for any absence due to sickness, but sick pay may still be denied pending the outcome of the department head investigation.
- E.** Employees who are absent due to on-the-job injuries may elect to receive sick pay for which they are eligible under this policy or benefits provided under Workers' Compensation, or may use Sick Pay, to the extent it is accrued, to supplement Workers' Compensation payments up to, but not above, their normal weekly salary excluding overtime.
- F.** Employees who are separated from City employment will not receive payment for accumulated sick pay.
- G.** Employees who use less than twenty-four (24) hours of sick leave (40 hours per week) or thirty (30) hours of sick leave (24/48 shift) in a calendar year may receive additional vacation as provided in Policy No. 6.02
- H.** Eligible employees may carryover up to 480 hours of sick time between calendar years. Fire shift employees (24/48 shift) may carryover 636 hours between calendar years. Police Shift employees may carryover 513 hours between calendar years.

## City of Morrow

### PERSONNEL RULES AND REGULATIONS

Subject: Family and Medical Leave  
Policy: 6.07  
Page One of Ten

Effective Date: Revision effective November 23, 2010

- I. POLICY:** The Family and Medical Leave Act of 1993 was enacted by Congress to provide family and temporary medical leave under certain circumstances. It is the policy of the City of Morrow to comply with the letter of this law in every respect. Each employee is responsible for adherence to all aspects of this policy. The City of Morrow recognizes that it is important for the development of children and the family unit that fathers and mothers be able to participate in early child bonding and the care of family members who have serious health conditions. This policy is implemented to entitle eligible employees to take reasonable leave for medical reasons, for the birth or adoption of a child, and for the care of a child, spouse, or parent who has a serious health condition. The City of Morrow administers FMLA on a calendar year basis. This policy will be administered by the City Manager through the Human Resources Manager.

**II. PROCEDURE:**

#### DEFINITIONS

A. Eligible employee:

The term “eligible employee” means an employee who has been employed by the City of Morrow:

1. for at least 12 months; and
2. for at least 1,250 hours of service during the previous 12-month period.

B. Employment benefits:

The term “employment benefits” means all benefits provided or made available to employees by the City, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions.

C. Health care provider:

The term “health care provider” means a doctor of medicine or osteopathy or other practitioner as allowed by law who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices.

D. Parent:

The term “parent” means the biological parent of an employee or an individual who stood in *loco parentis* to an employee when the employee was a child.

E. Reduced leave schedule:

The term “reduced leave schedule” means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

F. Serious health condition:

The term “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient care in a hospital, hospice, or residential medical care facility; or
2. Continuing treatment by a health care provider.

G. Child:

The term “child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*, who is:

1. Under 18 years of age; or
2. 18 years of age or older and incapable of self-care because of a mental or physical disability.

H. Spouse:

The term “spouse” means a husband or wife, as defined by law.

## LEAVE REQUIREMENT

A. In General:

1. An eligible employee shall be entitled to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following purposes.

- (a) The birth, adoption or placement for foster care of a child;
- (b) The care of a child, spouse or parent with a serious health condition; or
- (c) The employee’s own serious health condition.

(d) Any qualifying military exigency. Additional time is allowed for this reason. All time frames allowed by law are observed by the City of Morrow.

B. Leave Taken Intermittently or on a Reduced Leave Schedule:

1. In General - Leave shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the City Manager agree otherwise. However, leave may be taken intermittently or on a reduced leave schedule when medically necessary. If an employee takes intermittent leave or leave on a reduced leave schedule, only the amount of leave actually taken may be counted toward the 12 weeks of family and medical leave to which the employee is entitled each year.

2. Discretionary Reduced Leave Schedule - If an employee requests intermittent leave, or leave on a reduced leave schedule, that is foreseeable based on planned medical treatment, but is not medically necessary, it is then in the sole discretion of the City whether or not to grant such leave. If the discretionary reduced leave is granted, the City may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that:

- (a) Has equivalent pay and benefits; and
- (b) Better accommodates recurring periods of leave than the regular employment position of the employee.

C. Extension of Leave:

Upon the recommendation of the employee's health care provider or a City-approved health care provider, the City Manager, at his sole discretion, may approve an extension of an approved medical level associated with the serious health condition of an employee. The extension must be requested ten (10) days prior to the expiration of the approved medical leave except in emergency situations.

D. Unpaid Leave Permitted:

Except as otherwise provided, leave granted under this policy shall consist of unpaid leave.

E. Substitution of paid leave:

1. Family Leave and Medical Leave Associated with the Care of a Seriously-Ill Family Member - The City requires all employees who take leave under this policy, to substitute, **in this order until exhausted**, their accrued paid vacation leave, and/or sick leave for leave associated with the birth, adoption or placement of a child or leave associated with the care of a family member for all or part of the 12-week period of such leave.

2. Medical Leave for Employee's Serious Illness - The City requires all employees who take leave under this policy, to substitute their accrued paid vacation leave, sick leave and/or medical leave for leave associated with the serious health condition of the employee for all or part of the 12-week period of leave.

3. Nothing in this policy shall require the City to provide paid sick leave or paid medical leave in any situation in which it would not normally be provided.

F. Foreseeable Leave:

1. Request for Family Leave - Requirement of Notice - When birth, adoption or placement is foreseeable, employees must give the City Manager a minimum of 30 days' notice of their intent to take leave. If the birth, adoption or placement requires the leave to begin in less than 30 days, employees should give as much notice as possible.

2. Request for Medical Leave - Requirement of Notice and Duties of Employee - In cases of planned medical treatment in which the necessity for leave is foreseeable, the employee:

- (b) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the City department in which he/she works, subject to the approval of the health care provider of the employee or the health care provider of the child, spouse, or parent of
- (c) he employee, as appropriate; and
- (d) shall give the City Manager a minimum of 30 days' notice of their intent to take leave. If the date of the planned medical treatment requires the leave to begin in less than 30 days, employees should give as much notice as possible.

G. Spouses Employed by the City:

If spouses are both employed by the City and otherwise eligible, and wish to take leave to care for a newborn or placed child or to care for a sick parent, their aggregate unpaid leave is limited to 12 weeks. If the leave is requested because of the illness of a child or the spouse, each spouse is entitled to 12 weeks of unpaid leave.

**NOTICE**

The City will post and keep posted, in conspicuous places where notices to employees and applicants for employment are customarily posted, a notice, setting forth excerpts from, or summaries of, the pertinent provisions of this policy and the Family and Medical Leave Act.

**CERTIFICATION**

A. Request for Medical Leave Certification:

1. In General:

The City requires employees to provide certification in writing to the Human Resources Manager that the leave is medically necessary, when requesting leave for their own serious health condition or for purposes of caring for a seriously ill family member. The Certification of Physician or Practitioner Form should be completed by the health care provider of the employee or the health care provider of his/her spouse, child or parent. (Certification of Physician or Practitioner Form attached.)

2. Completion of Certification Form:

Whenever the completion of the Certification of Physician or Practitioner Form is required, the employee must submit to the Human Resources Manager a fully completed and signed form within 15 days after notifying the Human Resources Manager of his/her intention to take such leave. Failure to submit a complete certification form within the required time, may result in a delay or refusal in the granting of the requested leave.

3. Second Opinion:

The City may require and pay for an opinion by a second health care provider, designated or approved by the Human Resources Manager.

4. Resolution of Conflicting Opinions:

In the event of conflicting opinions, the City may pay a third and final provider (approved jointly by the Human Resources Manager and the employee) to offer a third and final opinion, which would be binding on the employee and the City.

B. Subsequent Recertification:

The Human Resources Manager may require that the eligible employee obtain subsequent recertification on a reasonable basis. If recertification is required, an employee must obtain from the Human Resources Manager additional copies of the Certification of Physician or Practitioner Form to be completed by the treating Health Care Provider.

C. Return to Work - Certification:

Prior to returning to work following a leave for an employee's own serious health condition, an employee must have his/her treating health care provider complete an additional Certification of Physician or Practitioner Form (Return to Work section), stating that the employee is fit for duty and able to return to work, and such form must be submitted to the Human Resources Manager. The City may deny restoration of employment until the certification is provided.

D. Explanation of Failure to Return to Work - Certification:

1. Issuance - When an employee claims that he/she is unable to return to work because of the continuation, recurrence, or onset of the serious health condition, the City requires that such claim be supported by a certification issued by the health care provider of the employee or by the health care provider of the child, spouse, or parent of the employee, as appropriate.

2. Copy - The employee shall provide, in a timely manner, an additional copy of the Certification of Physician or Practitioner Form to the City Manager. (See Return to Work section of form.)

## **EMPLOYMENT AND BENEFITS PROTECTION**

A. Restoration to Position:

1. In General - Except as otherwise provided, any eligible employee who takes a leave of 12 weeks or less within a 12-month period

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Policy No.: 6.07  
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is entitled to return to his/her former job or to an equivalent job with the same or substantially similar duties and responsibilities with equivalent benefits, pay and working conditions, as determined by the City Manager.

2. Voluntary Termination:

(A) If, at the expiration of the medical leave or extension, the employee does not return to work as scheduled, the employee shall be presumed to have voluntarily quit effective the last day of the medical leave unless an extended leave is approved by the City Manager.

(B) If an employee who is on medical leave is released by the doctor to return to work before the end of the approved leave time, that employee must return to work the next scheduled work day following such a release. If the employee fails to return to work at that time then it will be presumed that the employee has voluntarily quit effective the first day the employee was able to return to work.

3. No Loss of Benefits - The taking of leave under this policy shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

4. Accrual of Benefits - Except as otherwise provided, any employee who returns to work within 12 weeks, after taking leave under this policy, is entitled to an accrual of all regular benefits, including seniority, as if he/she had continued to work.

5. Merit Review - If a merit review comes due while an employee is on medical leave, no merit review will be completed until the employee returns to work.

6. Sick Pay and Vacation Pay - Employees on an unpaid medical leave do not accrue sick pay or vacation time nor will the employee be paid for a holiday if one occurs while they are on leave.

7. Length of Service - If an unpaid medical leave exceeds 12 weeks, the employee's length of service will be adjusted one month for each month on leave. Refer to Policy No. 6.08 for unpaid leaves.

8. Return to Work - Certification - Prior to returning to work following a leave for an employee's own serious health condition, an

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employee must have his/her treating health care provider complete an additional Certification of Physician or Practitioner Form (Return to Work section), stating that the employee is fit for duty and able to return to work, and such form must be submitted to the Human Resources Manager. The City may deny restoration of employment until the certification is provided.

9. Periodic Reporting Requirements - The City requires employees on leave to report to their supervisor, at least, on a weekly basis on their status and intention of returning to work.

B. Exemption Concerning Certain Highly Compensated Employees:

1. Denial of Restoration - The City may deny restoration to any salaried eligible employee who is among the highest paid 10 percent of the employees if:

- (a) Such denial is necessary to prevent substantial and grievous economic injury to the operations of the City;
- (b) the City Manager notifies the employee of the City's intention to deny restoration on such basis as soon as the City Manager determines that such injury would occur; and
- (c) in any case in which the leave has commenced, the employee elects not to return to employment after receiving such notice from the City of its intention not to reinstate the employee.

C. Maintenance of Health Benefits:

1. Coverage - Except as provided in paragraph (2) below, during any period that an eligible employee takes leave under this policy, the City shall maintain coverage under its "group health plan" for the duration of such leave on the same terms as if the employee had continued to work. Arrangements will be made between the City and the employee, for the employee to pay his/her share of the health insurance premiums associated with dependent coverage, if any, while on leave. The employee's share of the health insurance premiums, for dependent coverage, will be the same amount as his/her contribution, if any, while working.

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2. Failure to return from leave - The City may recover the premium that it paid for maintaining coverage for the employee under the group health plan during any period of unpaid leave if:

- (a) the employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- (b) the employee fails to return to work for a reason other than:
  - (ii) the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave; or
  - (iii) other circumstances beyond the control of the employee.

3. Explanation of Failure to Return to Work - Certification  
To avoid having to reimburse the City for the premiums it paid for maintaining coverage for the employee during his/her leave, an employee must submit to the City Manager a completed Certification of Physician or Practitioner Form (Return to Work section) showing that the employee's failure to return to work upon expiration of leave was because of the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member.

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## **POLICY INTERPRETATION**

Any questions concerning interpretation or implementation of this policy should be forwarded to the Human Resources Manager for a response and for interpretation.

## **RECORD KEEPING**

### **A. In General**

The City will make, keep and preserve the following records for a period of not less than three (3) years, and shall make such records available, upon request, to the Department of Labor or others authorized by law to receive such information:

1. Basic payroll and employee identifying data;
2. The dates of leave taken by an employee under this policy;
3. If leave is taken in increments of less than one day, the hours of the leave taken;
4. Copies of employee notices of leave furnished to the City Manager, if in writing, and copies of all notices given to employees as required in this policy;
5. Insurance premium payments made during the leave by the City and any dependent premiums made by the employee;
6. Records of any dispute between the City and an employee regarding the employee's request for leave under this policy; and
7. Records and documents relating to medical certifications, recertifications or medical histories of employees or employees' family members, specifically, the Certification of the Physician or Practitioner Form(s).

### **B. Confidentiality of Records**

Items (1) through (6) above will be kept in the employee's personnel file. Documents contained in item (7) above, will be kept in separate files, and treated as confidential medical records, except that:

1. Supervisors and managers may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations;
2. First aid and safety personnel may be informed (when appropriate) if the employee's physical or medical condition might require emergency treatment; and
3. Government officials or others authorized by law investigating compliance with the Family and Medical Leave Act (or other pertinent law) shall be provided relevant information upon request.



# Master Agreement - City of Morrow, GA

**Prepared For**

evyonne Browning  
City of Morrow, GA

**Created By**

Dave Mims  
Sophicity  
770.670.6940  
dave.mims@sophicity.com  
<http://www.sophicity.com>

# Consulting Agreement

This AGREEMENT is entered into by and between Sophicity (“Sophicity”) and City of Morrow, GA (“Client”).

## STATEMENT OF FACTS

1. Sophicity is engaged in the business of providing technology services consisting of, but not limited to, system analysis, computer programming, or other such related software development and network infrastructure services; and
2. Client seeks to engage Sophicity to provide services as provided herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties enter into this Agreement.

1. **Services.** Sophicity is hereby engaged to provide to Client those services (the “Services”) described in one or more work requests (each a “Statement of Work”). Each Statement of Work shall describe the Services to be performed and other such terms and conditions approved by Sophicity and Client. Sophicity and Client agree that multiple Statements of Work may be executed and this Agreement shall govern each Statement of Work. Client acknowledges that Sophicity may engage one or more subcontractors to assist Sophicity in rendering the Services for each Statement of Work. Sophicity, its employees, agents, and subcontractors shall have access to Client’s premises and property during normal working hours for the purpose of performing the Services.
2. **Compensation.** Client shall pay compensation to Sophicity for the Services to be provided hereunder at the rate specified in each Statement of Work. Sophicity shall submit an invoice to Client on a monthly basis, which invoice shall be due and payable within ten (10) business days after the invoice date. A late charge of five percent (5 %) is payable on any invoice and/or portion of invoice past due. If invoice must be referred for collection, Client shall pay all costs of collection, including all attorney fees as allowable by law, and Services provided by Sophicity will terminate immediately. Interest on past due invoices shall accrue at one percent (1%) per month.

Except for reimbursable expenses as provided herein, Sophicity shall be responsible for all of its own costs and expenses. Client shall reimburse Sophicity only for such specific out-of-pocket expenses incurred by Sophicity in the discharge of its obligations under this Agreement as have been previously approved by Client.

3. **Other Engagements.** Client agrees that during the term hereof, Sophicity shall not be prohibited from rendering services to any other individual or entity; provided, however, that such additional duties or services do not adversely affect Sophicity’s ability to perform all duties and obligations owed to Client pursuant hereto.
4. **Term.** This Agreement shall commence on October 9th, and shall terminate absolutely and without further obligation on the part of the Client at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which it may be renewed. The Agreement term renews automatically for successive one (1) year terms unless thirty (30) days written notice of termination is provided by either Client or Sophicity prior to the close of the calendar year. The total obligation of the Client for the calendar year of execution and in each calendar year renewal term, if renewed, shall be determined by the services utilized by Client as the purchaser of such services pursuant to any Statement of Work signed by both Client and Sophicity. The Agreement shall obligate the Client only for those sums payable during the calendar year of execution or for those sums payable in the individual calendar year renewal term.
5. **Confidentiality.** Sophicity agrees to maintain as confidential all Confidential Information (as hereinafter defined) made available to Sophicity by Client in connection with the rendering of Services hereunder. Confidential Information shall mean information furnished by Client of a confidential nature, which is identified in writing to be confidential. Confidential Information does not include information which is: (a)

known to Sophicity prior to disclosure by Client; (b) in the public domain through no wrongful act of Sophicity; or (c) independently acquired by Sophicity from a third party with the right to disclose such information. Sophicity shall use substantially similar means to protect the Confidential Information as Sophicity uses in protecting its own trade secrets and proprietary information. Prior to disclosure of Confidential Information to any of its employees or other authorized persons, Sophicity shall obtain an appropriate signed confidentiality agreement from all such persons. Upon termination of this Agreement, Sophicity shall deliver and turn over to Client any and all Confidential Information, which has come into its possession. The confidentiality requirement shall expire one year from the date of termination.

Sophicity and Client will honor the confidentiality of material provided by either party to the extent those materials are not subject to the disclosure requirements of the Georgia Open Records Act (O.C.G.A. section 50-18-70 et. seq.).

6. **Relationship.** The parties acknowledge that Sophicity shall perform the Services hereunder as an independent contractor and nothing contained herein shall be deemed to create any joint venture, partnership, or agency or employee relationship between the parties hereto, nor shall either party have the right, power, or authority whether express or implied, to incur any liability on behalf of the other party. The parties further acknowledge that Client will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to Sophicity, its agents, employees, or subcontractors, including, without limitation, insurance benefits or pension benefits. Further, Sophicity acknowledges that Client is not responsible to collect or withhold federal, state, or local taxes, including income taxes and social security taxes, and that any and all such taxes imposed as a result of this Agreement shall be paid by Sophicity.
7. **Limitation of Liability.** In no event will Sophicity be liable to Client for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if a Sophicity representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in the State of Georgia. Sophicity's aggregate liability shall be limited to the amount paid for contracted services during the calendar year of execution or for those amounts paid for contracted services in the individual calendar year renewal term. Any and all disputes and disagreements between the parties arising out of this agreement or any prior agreement between them (save and except Sophicity's rights to enforce the payment obligations of the client in the event of default through judicial or other process) shall be decided by arbitration and in accordance with the procedural rules of the American Arbitration Association as presently published and existing. The parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall be a condition precedent to any other court proceeding and shall take place at a location mutually agreed to by the parties. The prevailing party shall be entitled to attorney fees, expenses, and any other damages as allowable by law. Notwithstanding the applicability of any other law which may be applicable to any other provision of this agreement, the Federal Arbitration Act, 9 U.S.C. Section 1 ff., shall control the construction, interpretation, and application of this paragraph.
8. **Georgia Security and Immigration Compliance Act.** Sophicity attests compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Exhibit A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of the contract. Sophicity agrees that, in the event Sophicity employs or contracts with any subcontractor(s) in connection with the covered contract, Sophicity will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the Client at any time. Such subcontractor affidavit shall be made a part of the contractor/subcontractor agreement.
9. **Notice.** Any notice to be provided hereunder shall be delivered by certified mail, return receipt requested, or by reputable overnight courier to the following addresses:

Sophicity

13010 Morris Rd, Bldg 2 Suite 100  
Alpharetta, GA 30004

City of Morrow, GA  
1500 Morrow Rd  
Morrow, GA 30260

10. **Agreement.** The Agreement and the Statement(s) of Work embody the complete agreement of the parties and supersedes any other agreements, written or oral, between the parties. No amendment or modification of this Agreement shall be valid or binding upon Client or Sophicity unless made in writing and signed by the parties. In the event of an express conflict between the terms of this Agreement and the terms of a Statement of Work, the terms of such Statement of Work shall govern the rights and obligations of the parties to the extent of the conflict.
11. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
12. **Non-waiver.** The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
13. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.
14. **Binding.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors, and assigns. Neither party may assign without prior written consent of the other party. No third party beneficiaries.
15. **Captions.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any Clause or provision hereof.

# Exhibit A

## CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Morrow, GA has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Morrow, GA, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Morrow, GA at the time the subcontractor(s) is retained to perform such service.

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

319383 \_\_\_\_\_

EEV / User Identification Number

\_\_\_\_\_

BY: Authorized Officer or Agent

CEO \_\_\_\_\_

Title of Authorized Officer or Agent of Contractor

Dave Mims \_\_\_\_\_

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

## Exhibit B

### Systematic Alien Verification for Entitlements (SAVE) Program

By executing this affidavit under oath, as an applicant for a(n) contract [type of public benefit], as referenced in O.C.G.A 50-36-1, from City of Morrow, GA [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1)  I am a United States citizen.
- 2)  I am a legal permanent resident of the United States.
- 3)  I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. 50-36-1(e)(1), with the affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: passport.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

Dave Mims  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## Signatures

Signed by:

\_\_\_\_\_  
Sophicity / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Morrow, GA / Title

\_\_\_\_\_  
Date

# SOW - IT in a Box - City of Morrow, GA

**Prepared For**

evyonne Browning  
City of Morrow, GA

**Created By**

Dave Mims  
Sophicity  
770.670.6940  
dave.mims@sophicity.com  
<http://www.sophicity.com>

## Statement of Work

This Statement of Work ("SOW") is pursuant to the terms and conditions of the Consulting Agreement made and entered into between City of Morrow, GA ("Client") and Sophicity ("Sophicity").

Sophicity is prepared to commence work on this SOW once Client executes a Consulting Agreement and signs this document. This SOW is valid for thirty (30) days from October 9th.

### Vision

City of Morrow, GA desires technology services spanning website hosting, data backup and offsite data storage, email hosting, document management, vendor management, server, desktop, and mobile management, helpdesk and support. Sophicity will meet these needs with its IT in a Box products and services as outlined below.

### Sophicity Responsibilities & Scope

The services will start with a kick-off meeting with Sophicity, Client Project Managers and Client Executive Sponsor. At this meeting, the following items will be reviewed and agreed upon. Decisions will be documented by Sophicity.

- Review of this SOW to ensure that all participants are working towards the same goal.
- Revise the Vision and Scope of the services, if necessary. Any revisions of Vision or Scope will require signature from Sophicity and Client, before proceeding.
- Roles and responsibilities will be defined and assigned.
- Document Risk Analysis if necessary.
- Timelines and/or Plans will be reviewed and revised if necessary.

### Website

Sophicity will provide client a hosted license of Sophicity's Tribune Website Content Manager ("TRIBUNE") on which Sophicity will host one client website. TRIBUNE website hosting includes, but not limited to:

- Website Hosting
- Domain Name System (DNS) Management
- Website Backups
- Server Maintenance
- Software upgrades
- Website content management where Sophicity will add, update, and delete website content and pages per Client's direction on Client's behalf
- User support
- Up to 2GB of data storage
- Basic website branding consisting of Sophicity standard website template or porting existing client website design.

Sophicity retains ownership of TRIBUNE. Sophicity retains all rights not expressly granted to Client in this TRIBUNE hosted license. Client may not reverse engineer, decompile, or disassemble the TRIBUNE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Sophicity hereby grants to Client, and Client accepts, a non-exclusive, non-transferable license to use TRIBUNE. Sophicity will host and grant Client access and use of ONE HOSTED SITE license for all content authors who are part of an entire single collective entity, organization, enterprise, or corporation to all versions of the particular product released. UNDER NO CIRCUMSTANCES MAY THE SOURCE CODE BE USED AS THE BASIS FOR CREATING A PRODUCT THAT CONTAINS THE SAME, OR SUBSTANTIALLY THE SAME, FUNCTIONALITY AS ANY SOPHICITY PRODUCT. In no case shall Client rent, lease, lend, redistribute nor re-license TRIBUNE or any related source code to a 3rd party individual or entity, except as outlined above. In no case shall Client grant further redistribution rights for TRIBUNE to the end-users of Client solution.

Copyright. All title and copyrights in and to TRIBUNE (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into TRIBUNE), the accompanying printed materials, and any copies of TRIBUNE are owned by Sophicity. TRIBUNE is protected by U.S. copyright laws and international treaty provisions. Therefore, Client must treat TRIBUNE like any other copyrighted material.

Client retains ownership of the client supplied website content consisting of text, documents, pictures, videos and the like.

## Data Backup and Offsite Storage

1. Onsite Data Backup:
  1. Onsite hardware for onsite data storage. Hardware remains the property of Sophicity.
  2. Software and licensing to facilitate onsite backups of selected servers and/or workstations.
  3. Day-to-day data restoration.
  4. Full management of the software and hardware solution.
2. Offsite Storage:
  1. Secure Remote (Offsite) Storage provided.
  2. Software and licensing to facilitate offsite backups of selected servers and/or workstations.
  3. Data restoration from the offsite location when necessary.
  4. Full management of the software.
3. Routine retrieval testing - Recovery is tested on a quarterly basis.
4. Ownership of the Data - The backup data being stored onsite and/or at the offsite Data Center remains the sole property of the Client. If the Client chooses to terminate services, Sophicity will assist the Client in the orderly termination of services. This could involve copying the backup image(s) to external media. Client agrees to pay Sophicity the fees of rendering such assistance.
5. Excluded Services - Service rendered under this Agreement does not include:
  1. Hardware replacement cost and the cost associated with hardware replacement falls outside this agreement.
  2. Local data may reside on Client's desktop and laptop machines or any other server or workstation that is not selected for the services. This agreement encompasses only Windows 2000 and greater servers and workstations selected for the services.

## Email and Document Management

Full User includes: Exchange online for email, Exchange online for calendaring, SharePoint online for documents, Lync online for meetings/messaging, Forefront online for antivirus, Forefront online for antispyware, Microsoft Outlook, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, Microsoft InfoPath,

Microsoft Publisher, Microsoft OneNote, Outlook Web Access, Office Web Apps, and ActiveSync rich mobile experience.

Email-only User includes: Exchange online for email, Exchange online for calendaring, Outlook Web Access, and ActiveSync rich mobile experience. Email-only Users will be limited to only email related support when they make a helpdesk request.

## Server, Desktop, and Mobile Management

Server, Desktop, and Mobile Management includes: 24x7 Preventative Maintenance, 24x7 Monitoring, Alerting, Issue Identification and Escalation, SMART Hard Drive Checks, Event ID Monitoring, Performance Monitoring, Secured Socket Layer (SSL) Based Remote Access, Patch Management, Antivirus (Desktop & Server), Antivirus Management, Antivirus Installation Check, Antivirus Definition Monitoring, Internet Content Filtering (Desktop), Antispyware Scans (Desktop), Asset & Inventory Scans, Mobile Device (Phones & Tablets) Support, System Profile Reporting, Antivirus Monitoring Reporting, Asset Change Reporting, Microsoft Patch Reporting, and Executive Reporting.

## Helpdesk

Helpdesk includes: Vendor Management, Helpdesk Support, Remote and Scheduled Onsite Support, Remote and Scheduled Onsite Issue Resolution, Microsoft Certified Engineers, Mon – Fri 6a – 11p, and Sat – Sun 9a – 5p.

An active vendor support agreement is required. Support does not include custom developed software. If client does not have valid software licenses, media, and an active vendor support agreement in place, Sophicity will not provide support for the software.

Does not include project work. Project work is out of scope and is defined as any new technology addition to the managed environment after the date that the contract has been signed. This includes but is not limited to, new software installs, software version upgrades, system implementations and conversions, system re-implementations, hardware installations, server installations, desktop installations, and laptop installations. An asset report of software and hardware covered under the agreement will be generated at the beginning of the engagement and referenced for work to be provided as support. Hardware and software, and software versions, not on this list will be considered new and will be engaged as a project under the out of scope work rates identified below. Client must approve the estimated project charges before any additional work is performed.

## Telework

Telework includes: 24x7 Remote Desktop Access and 24x7 Remote Server Access.

## Client Responsibilities

The success of these services depends on the commitment of the Client. Lack of participation could impact success and scope. Below are the responsibilities of the Client.

### *Client Project Manager*

- Make available appropriate Client personnel as needed to fulfill the services.
- Interface between Sophicity and Client departments.
- Work to resolve Scope issues with Sophicity Project Manager.
- Work with Sophicity Project Manager during escalations.
- Work with Sophicity Project Manager to manage constraints.

- Review Sophicity Invoices and Billing Procedures.

### ***Other Client Responsibilities***

The successful delivery of this SOW requires that the client provide the following at the specified times during the services. If the client is not able to provide these items at the specified time, client agrees that this may have an impact on the price and/or the completion estimate of this SOW. The client will:

- Sign off on Deliverables provided by Sophicity as they relate to this SOW. This sign-off should be initialed and dated by the client project manager or project sponsor, as appropriate.
- Provide a person with the authority to make decisions and to ensure that the required client personnel are available for meetings and assigned tasks. This includes the client team members as well as any other personnel that have been identified as having knowledge of key data or business processes.
- Provide desk or office space and adequate and safe access to Client facilities. At times, external access may be necessary to Sophicity e-mail or the internet for purposes of obtaining relevant data and communications. This can be provided via a dial-up or LAN connection to the internet.
- Provide all hardware and software needed for these services, unless otherwise specified herein.
- Insure that sufficient software licenses are available to meet the software publisher's legal requirements and all hardware and network platforms on which any applications are to operate comply with or surpass the software publisher's minimum hardware and network requirements.
- Be responsible for all daily production operations with respect to the normal operation of client systems. This includes integrity of the data, operating environment, programs, and storage and retrieval mechanisms.
- Be responsible for providing required information, data, test data and documentation to facilitate the team's performance of the work.
- Exhibit a willingness to ask questions and volunteer suggestions as they relate to the services.

### ***Recommended Client Project Staffing***

Below is a list of the team members that Sophicity expects Client to have in place during the services. Note that personnel can support multiple responsibilities.

- Project Sponsor - Project Manager
- Functional Leaders - Technical Staff

## **Deliverables Process**

Each Sophicity deliverable will be reviewed and accepted or declined/rejected by Client within five (5) business days of receipt. Client Project Manager will accept deliverable by signing off on it or will reject it by providing Sophicity Project Manager with the list of revisions. If no response is provided to Sophicity within five (5) business days the deliverable will be considered accepted.

Any conflict in a deliverable will be addressed through the change request process defined in this SOW.

## **Change Request Process**

Should either Client or Sophicity desire to change the terms of this SOW, the following will occur:

- Sophicity will document the request in writing via a Change Request Form.
- An authorized representative from the Client and Sophicity will negotiate the impact of the requested change on the work to be performed under this SOW.

- The Change Request Form, outlining the terms of the change, will be added as an addendum to this SOW, and the change will take effect upon signature of the amendment by both the Client and Sophicity.

## Pricing

The table below outlines the fees per the responsibilities detailed above.

Subscriptions			
Name/Description	Price	Qty	Subtotal
ITinaBox-02	\$399.00 / Month	1	<b>\$399.00 / Month</b>
IT in a Box - Supporting up to 2 Full Users, managing up to 0 Servers, and backing-up up to 2 workstations			
Subtotal:			<b>\$399.00 / Month</b>

**Total cost: \$399.00 / Month**

If the number of users or servers across the plans and options increases or decreases, the monthly fee will adjust accordingly.

Fees will adjust annually each January 1st in accordance with the Bureau of Labor Statistics of the U.S. Department of Labor for the change in *Consumer Price Index All Urban Consumers* (CPI-U) or by 3%, whichever is higher. Additional info on the consumer price index can be found at <http://www.bls.gov/cpi/>.

Fees are billed in advance on a monthly basis and are not prorated.

## Out of Scope Work

For project work or out of scope work requests, Sophicity will provide consulting resources consisting of Sophicity staff or client approved Sophicity Certified Engineers at the following rates of \$412 per half-day (4 hour block) or \$721 per full-day (8 hour block).

## Credit Card Payment

For fees in the amount of \$3,250 or less, credit card payment is required. Client credit card will be charged on the 1st of every month and a paid receipt will be emailed to Client. "Sophicity" will appear on Client's credit card statement each month.

Type: \_\_\_\_\_  
(Visa, MasterCard, Discover, AMEX)

Name: \_\_\_\_\_  
(As it appears on credit card)

Company name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_, State \_\_\_\_ ZIP \_\_\_\_\_

Credit Card #: \_\_\_\_\_

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

Card Holder Signature \_\_\_\_\_

## Terms and Conditions

**Limitations of Technology:** The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that Sophicity may be unable to monitor, manage, or patch. Sophicity agrees to inform the Client when such situation exists. The Client agrees to correct situation if applicable, and to hold Sophicity harmless in any case.

Because there are risks associated with applying and failing to apply patches, Sophicity constantly reviews and updates our best practices based on the relative threats to patch delivery timing. Every effort is made to balance the reduction of vulnerabilities with the slight destabilization risk associated with applying new patches to otherwise stable systems.

Patch definitions and antivirus definitions are distributed by their respective software vendors, and as such, Sophicity has no direct control over the effectiveness or lack thereof of the software being applied. Sophicity shall not be held responsible for interruptions in service due to patches released by software vendors.

**Loaned/Rented Equipment:** The Client agrees that any equipment or software licenses utilized by Sophicity, in the execution of this or any service that is not explicitly purchased by the Client shall remain the property of Sophicity, and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of Sophicity upon termination of this agreement.

**Equipment & Facilities:** The Client agrees that Sophicity may utilize certain items of the Client's equipment and may gain access to certain Client facilities. The Client retains title and ownership in all of Client's equipment owned by Client and utilized by Sophicity, and must grant authority for Sophicity to access Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that Sophicity may be unable to perform their duties adequately and if such a situation should exist, Sophicity will be held harmless.

**Travel Expenses:** The following travel expenses from Sophicity's offices will be billed to Client:

- Mileage at the IRS approved rate.
- Economical and non-refundable (if available) round trip air fare.
- Air fare change fees, if approved by client.
- Actual out of pocket travel expenses incurred (including reasonable hotel, car rental and meals).
- If an assignment is cancelled: expended travel time, travel expenses, and/or all non-refundable travel expenses will be charged to the Client.

## Signatures

Signed by:

\_\_\_\_\_  
Sophicity / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Morrow, GA / Title

\_\_\_\_\_  
Date



# come to morrow

MORROW, GEORGIA

---

October 1, 2013

Mr. David Huff  
LMIG  
Georgia Department of Transportation  
One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, GA 30308

## **Local Maintenance & Improvement Grant Program 2014**

Dear Mr. Huff:

The City of Morrow appreciates the opportunity to submit this Fiscal Year 2014 application for LMIG. The project list for FY 2013 and FY 2014 reflect the same projects. The City of Morrow intends to roll the funds from both awards into one lump sum and then begin project implementation. As noted on our project report, the funds for FY 2013 and FY 2014 are scheduled for projects in calendar year 2014 with an expected timeline of six months per project.

Enclosed you will find both the application and the Project Report. Should you need additional information, please contact me at 678-902-0889 or via email at [sylviaredic@cityofmorrow.com](mailto:sylviaredic@cityofmorrow.com).

Sincerely,

Sylvia A. Redic, GPC  
Grants Administrator

**GEORGIA DEPARTMENT OF TRANSPORTATION  
LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2014  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

All Applications must be submitted by the Local Governing Official to the Georgia Department of Transportation, Office of Local Grants, 600 West Peachtree Street NW, Atlanta, Georgia 30308.

**LOCAL GOVERNMENT INFORMATION**

Date of Application: \_\_\_\_\_

Name of local government: City of Morrow

Address: 1500 Morrow Rd. Morrow GA 30260

Contact Person and Title: Sylvia Redic, GPC - Grants Administrator

Contact Person's Phone Number: 404-317-1776

Contact Person's Fax Number: 770-961-3002

Contact Person's Email: sylvia.redic@cityofmorrow.com

Is the Priority List attached?  Yes  No

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, JB Burke (Name), the Mayor (Title), on behalf of City of Morrow (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-1 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION  
LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2014

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made.

Local Government:

501 3652 - PRC  
E-Verify Number

\_\_\_\_\_  
(Signature)

JB Burke  
(Print)

Mayor / Commission Chairperson

\_\_\_\_\_  
(Date)

SEAL:

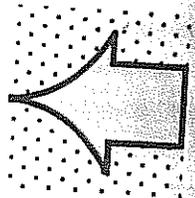
Sworn to and subscribed before me,

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

In the presence of:

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is \_\_\_\_\_ Such allocation must be spent on any or all of those projects listed in the Project List.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Terry L Gable  
Local Grants Administrator

2014 LMIG PROJECT REPORT

COUNTY / CITY Clayton / Morrow

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Clearbrook Dr.	Morrow Rd.	Dead End	.20	resurfacing	17,000	2014 timeline 6 months
Brookview Dr.	Morrow Rd.	Dead End	.14	resurfacing	11,900	2014 timeline 6 months
Phillips Dr.	Morrow Rd.	North City Limit	.60	resurfacing	51,000	2014 timeline 6 months
Mt. Zion Rd.	City Limit	City Limit	2.01	resurfacing	340,000	2014 timeline 6 months
Southlake Parkway	South City Limit	Hwy 54	1.02	resurfacing	85,000	2014 timeline 6 months

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MORROW TO  
ADOPT THE FIVE YEAR 2014-2018 SHORT TERM WORK PROGRAM**

**WHEREAS:** The 1989 Georgia General Assembly enacted House Bill 215, the Georgia Planning Act, requiring all local Governments to prepare a Comprehensive Plan in accordance with the Minimum Planning Standards and Procedures promulgated by the Georgia Department of Community Affairs; and

**WHEREAS:** The 20 Year Comprehensive Plan Partial Update for 2009 for the City of Morrow was adopted January 26, 2010 via Resolution 2010-01-03 and was prepared in accordance with the Minimum Planning Standards and Procedures; and

**WHEREAS:** The City of Morrow has completed its 2014-2018 Short Term Work Program in lieu of a full Comprehensive Plan Update; and

**WHEREAS:** A public hearing was held on August 13, 2013 during a regular Council Meeting and the Council voted to transmit the document to the Atlanta Regional Commission and Department of Community Affairs at the August 27, 2013 Council Meeting; and

**WHEREAS:** The Atlanta Regional Commission and Georgia Department of Community Affairs determined in its regional review that the 2014-2018 Short Term Work Program is compliant with local planning standards; and

**BE IT THEREFORE RESOLVED** that the City of Morrow certifies that the minimum public participation and other procedural requirements have been met in preparing the Short Term Work Program for 2014-2018; and

**BE IT FURTHER RESOLVED** that the City of Morrow hereby adopts the 2014-2018 Short Term Work Program.

**BE IT FURTHER RESOVLED** that this Resolution will become effective upon its adoption.

**SO RESOLVED, this 8<sup>th</sup> day of October, 2013.**

---

JB Burke, Mayor

Attest:

---

Evyonne Browning, City Clerk (Seal)