



CITY OF MORROW, GEORGIA

June 26, 2012

Regular Meeting

7:30 pm

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 June 12, 2012 Regular and Work Session Minutes.
2. Approval of an Agreement for Maintenance of Roadway Lighting System between the City of Morrow and Georgia Power Company on the following Roadways or Roadway segments: Interchange and Access Road Lighting at Exit 233 on I-75 at Highway 45. Agreement includes Interstate High Mast Lighting, Ramp Lighting, Wall Pack Lighting under the Hwy54 Bridge, and Special Pedestrian Lights along sidewalks on the bridges. This agreement also covers lighting on Meadowbrook Road under I-75.

4. **PUBLIC HEARING on Annual Budget for Fiscal Year 2013**

An Ordinance entitled an Ordinance to amend the Code of Ordinances of the City of Morrow, Georgia, as it pertains to the recommendation, approval, and adoption of an Annual Budget for the Fiscal Year 2013, beginning July 1, 2012 and ending June 30 2013; to allocate Revenues and Expenditures for that period for the operation and enhancement of the various services delivered by the City to its citizens; for the health and well-being of the residents and businesses of the City of Morrow; and for other purposes. *(Presented by Jeff Eady, City Manager)*

5. **REPORTS AND PRESENTATIONS:**

1. Presentation of the “Life Saving Award” to Officer Marco Sutton with the Morrow Police Department. *(Presented by Police Chief Chris Leighty)*

2. Presentation of “The Most Beautiful Yard” contest winners
(PowerPoint by Jeff Eady)

1st place – 1834 Central Park Loop
2nd place – 1107 Skylark Drive
3rd place – 6024 Foxcroft Place

3. Financial Update *(Presented by Dan Defnall)*

6. **FIRST PRESENTATION:** None at this time

7. **OLD BUSINESS:**

1. An Ordinance entitled an Ordinance to amend the Code of Ordinances of the City of Morrow, Georgia, as it pertains to the recommendation, approval, and adoption of an Annual Budget for the Fiscal Year 2013, beginning July 1, 2012 and ending June 30 2013; to allocate Revenues and Expenditures for that period for the operation and enhancement of the various services delivered by the City to its citizens; for the health and well-being of the residents and businesses of the City of Morrow; and for other purposes. *(Presented by Jeff Eady, City Manager)*

8. **NEW BUSINESS:**

1. Approval by the Mayor and Council on the selection of Critical Power Solutions for the City’s Generator Bid and approval to enter into contract negotiations. The total price is \$35,900.40. *(Presented by Public Works Director Anou Sothsavath)*

2. Approval by the Council for the Mayor to execute the contract documents with Pond & Company for the design of the Jester’s Creek Phase III project.
(Presented by Sylvia Redic, Grants Administrator)

3. Approval of an Attorney-Client Engagement Agreement between Fincher Denmark & Williams, LLC and the City of Morrow in connection with discussions and negotiations with Clayton County, GA regarding the Service Delivery Act and Joint Sales and Use Tax. *(Presented by Jeff Eady, City Manager)*

4. Approval of a Resolution of the City of Morrow to Reinstate the City of Morrow’s 401(a) Money Purchase Plan with Nationwide Retirement Solutions; To Authorize the Mayor to Execute the Plan Documents; To provide an Effective Date; and for other purposes. *(Presented by Dan Defnall, Finance Officer)*

5. Approval of an Audit Engagement Letter with Mauldin & Jenkins for the FY 2012 Annual Audit. *(Presented by Dan Defnall, Finance Officer)*

6. Approval of a Resolution to authorize investment in the Local Government Investment Pool. *(Presented by Dan Defnall, Finance Officer)*

9. **GENERAL COMMENTS:**

Citizens-
City Manager-
Mayor and Council –

10. **ADJOURNMENT:**

Agreement for Maintenance of Roadway Lighting Systems

This **Agreement for Maintenance of Roadway Lighting Systems** (the “**Agreement**”) is made by **The City of Morrow** (“**customer**”) and **Georgia Power Company** (“**GPC**”), and, subject to the requirements of “*Effective Date*” below, is effective as of the date on which this Agreement is fully executed by both Parties as indicated on the signature page. Customer and GPC are referenced collectively as “**Parties**” and individually as “**Party.**”

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

- Customer operates roadway lighting on certain interstate and limited access state highways within Customer’s jurisdictional limits and Customer’s streets and roadways (the “**Roadway Lighting**”); and
- Customer desires that GPC provide the materials and services necessary for maintenance of the Roadway Lighting; and
- GPC desires to assist Customer and is willing to perform the maintenance work for the Roadway Lighting.

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

1. **Roadway Lighting Definition.** In this Agreement, “**Roadway Lighting**” is generally defined as lighting facilities that provide illumination of the travel portion of those segments of the interstate and limited access state highways within Customer’s jurisdictional limits and Customer’s streets and roadways (collectively, the “**Roadways**”), as identified in “**Exhibit 1**” (attached and incorporated by this reference into this Agreement). Roadway Lighting includes lighting facilities on mainline, interchanges, and exit and entrance ramps, but does not include: (a) lighting facilities within enclosed structures along the mainline or ramps (classifiable as tunnels) that require continuous operation of lighting within said structures); or (b) lighting facilities for the illumination of signs and sign structures.

MAINTENANCE AND REPAIR WORK

2. **Maintenance Scope.** The maintenance work GPC will perform includes the routine maintenance of the Roadway Lighting and, when necessary due to damage, the repair of the Roadway Lighting. “**Routine Maintenance**” includes periodic inspection of the Roadway Lighting, replacement of lamps (based on expected lamp life) and replacement, as needed, of component parts (e.g., fuses, ballasts, relays and starter boards that may fail from time to time). “**Repair Work**” includes repair of physical damage to the median barrier walls or the Roadway Lighting resulting from vehicle crashes or from the action of any third party for whom GPC is not responsible and repair of damage to the Roadway Lighting due to acts of God. The Repair Work will be performed as expeditiously as possible after notification and repair authorization to GPC by Customer.
3. **Payment for Routine Maintenance.** For Routine Maintenance which GPC will perform periodically, Customer will pay GPC a set fee per light, for the mutually agreed number of lights and according to the frequency as set out in Exhibit 1. Upon receipt of an invoice from GPC, Customer will pay for the Routine Maintenance provided during the billing period.
4. **Payment for Repair Work.** For Repair Work, Customer will reimburse GPC for GPC’s cost of materials, supplies and labor and an additional 20% for GPC’s overhead and administrative costs. GPC will provide Customer with an invoice documenting its cost. Payment will be subject to Customer’s approval of the Repair Work, which will not be unreasonably withheld.

PERFORMANCE BY GPC

5. **Labor and Materials.** GPC will provide the labor and materials necessary to accomplish all services required for the Routine Maintenance and requested Repair Work (collectively, “**GPC’s Services**”). Customer agrees that GPC may use its own employees or may contract with one or more independent contractors to perform GPC’s Services.

6. **Permits.** GPC will obtain all permits, permissions and licenses necessary to perform GPC's Services. GPC will develop, implement and maintain all work-zone traffic control plans required by GDOT for working on the Roadways, as applicable. Customer will cooperate with GPC in securing, at GPC's expense, any necessary regulatory permit or approval and will provide assistance and information in its possession required by GPC, GDOT and any other person or authority concerning these permits or approvals. The failure by either Party to secure any required regulatory permit, approval or property right after reasonable effort will relieve GPC of its obligations under this Agreement.
7. **Cooperation.** The Parties will communicate regarding performance of this Agreement through the contact persons identified in Exhibit 1. The Parties agree to use their best efforts to coordinate and cooperate in connection with all activities under this Agreement.
8. **Compliance with Applicable Law.** In performing GPC's Services under this Agreement, GPC will comply with all applicable statutes, laws, rules, codes, ordinances, regulations, decisions, orders, decrees, policies, or common law of any federal, state, local, or other governmental body, authority, and including, without limitation: (a) any judicial or administrative interpretation; (b) any order, consent decree, or judgment; and (c) any other applicable permits, licenses, or other governmental proclamations, including, without limitation, all applicable rules, regulations, permits, standards, guidelines, guidance, and directives prescribed by the State of Georgia and all applicable local or municipal codes (collectively, "**Applicable Law**").
9. **Georgia Security, Immigration, and Compliance Act (Applicable Only if Customer is a Georgia Governmental Entity).** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is a condition of this Agreement and is mandatory. GPC's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be attested by execution of the contractor's affidavit attached as Exhibit "1" and made a part of this Agreement. GPC agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by execution of a subcontractor's affidavit in the form attached as Exhibit "2." The affidavit will become a part of the GPC/subcontractor agreement and GPC will maintain records of the affidavits for inspection by Customer.
10. **Compliance with Equal Employment Opportunity Laws.** GPC is an equal employment opportunity employer and will not discriminate against any employee or applicant on the basis of age, color, disability, gender, national origin, race, religion, sexual orientation, veteran status or any classification protected by federal, state or local law. GPC is also a federal contractor under an Areawide Public Utilities Contract with the General Services Administration of the United States Government and is committed to taking affirmative action to employ and advance in employment qualified women, minorities, disabled individuals, special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
11. **Insurance.** GPC will maintain in effect at all times during the term of this Agreement insurance covering workers' compensation, commercial general liability, and automobile liability in such amounts and with such deductible or self-insurance features as is consistent with GPC's customary practices. GPC will provide to Customer a self-insurance letter upon Customer's request. If GPC contracts with any independent contractor in connection with performance of GPC's obligations under this Agreement under "*Labor and Materials*" above, GPC will require that the independent contractor(s) maintain workers' compensation insurance as required by Applicable Law, commercial general liability insurance of at least \$2,000,000 per occurrence, automobile liability insurance of at least \$2,000,000 per occurrence and employer's liability insurance of at least \$1,000,000 per occurrence. GPC will also require that Customer be named as an additional insured on the contractor's commercial general, automobile and employer's liability policies.
12. **Property Damage and Risk of Loss.** As between GPC and Customer, GPC is responsible for all equipment and operating conditions at locations where GPC's Services are being performed. GPC will take all reasonable precautions and provide security, barriers or other devices as necessary to protect GPC's Services from damage. GPC will be responsible for the Services (including all materials and equipment) until the particular Maintenance Services or Repair Work, as the case may be, has been inspected by Customer (or its designee) and approved as complete.

13. Risk Allocation. As between Customer and GPC, GPC will assume liability for any damage, loss, demand, claim, suit, action, judgment, fine, cost for any injury (including death) to a person and for damage to property to the extent arising out of or resulting from any error or omission of GPC or any negligent act of GPC or its independent contractors (or any of their officers, employees, agents or representatives) in performing GPC's Services under this Agreement.

MISCELLANEOUS

14. Effective Date. The execution of this Agreement and performance of Customer's obligations under this Agreement have been duly authorized as required by Applicable Law and by Customer's rules, policies and procedures, and does not require the consent or approval of any person or entity other than those which have been obtained (evidence of which will be provided to GPC upon request). This Agreement will become effective as of the date it is fully executed on behalf of each Party ("**Effective Date**").

15. Term and Termination. The initial term of this Agreement, commencing on the Effective Date, is two years. At the end of the initial term, this Agreement will automatically renew for successive one-year terms until terminated by either Party. Two months prior to expiration of the initial or any subsequent term, the Parties may discuss modifications to the Agreement, including the rates for Routine Maintenance and for Repair Work for the upcoming term. Notwithstanding the above, the Parties each reserve the right to terminate this Agreement at any time for any reason or no reason upon 30 days' written notice to the other Party.

16. Governing Law and Jurisdiction. This Agreement will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related to this Agreement, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in the State of Georgia.

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

If to Customer:

Name
Title
Address
Address

With a Copy to:

Name
Title
Address
Address

If to GPC:

Manager, Contract Management
Georgia Power Company
Bin 10080
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308-3374

With a Copy to:

Georgia Power Company
Lighting Services Business Unit
Attn: Ken Leonard
1790 Montreal Cir.
Tucker, GA 30084

18. Interpretation. This Agreement will be interpreted in accordance with, and governed in all respects by, the laws of the State of Georgia. If any provision of this Agreement is ruled invalid or unenforceable, that invalidity or unenforceability will not affect the validity or enforceability of this Agreement as a whole. All captions in this Agreement are inserted for convenience only and are not to be used in interpreting this Agreement.

19. Relationship of Parties. GPC is and will be an independent contractor to Customer. GPC will not be considered an agent, partner, joint venturer, employee or representative of Customer. No affiliate of GPC will have any liability whatsoever for any Party's performance, nonperformance or delay in performance under this Agreement. Nothing in this Agreement will be construed to create any duty, obligation or liability of GPC to any person or entity not a party to this Agreement. Customer will not assign or transfer any of its rights or interests in or obligations under this Agreement or any document executed in connection with this Agreement without the prior written consent of GPC.

20. Remedies and Damages. CUSTOMER WILL NOT BE ENTITLED TO PAYMENT, DAMAGES, MONIES, OR COMPENSATION FROM GPC OF ANY KIND WHATSOEVER FOR INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF CAPITAL COSTS, LOSS OF REPUTATION, OR PUNITIVE DAMAGES) ARISING FROM NONPERFORMANCE OF THIS AGREEMENT OR BECAUSE OF HINDRANCE OR DELAY FROM ANY CAUSE WHATSOEVER, WHETHER THE HINDRANCE OR DELAY IS REASONABLE OR UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, CONTEMPLATED OR NOT CONTEMPLATED, AVOIDABLE OR UNAVOIDABLE.

21. Entire Agreement; Modifications. This Agreement, including all documents attached or incorporated by reference, constitutes the entire understanding and agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all prior agreements, whether written or oral. No waiver, amendment, change, alteration or modification of this Agreement will be binding unless made in writing and signed by an authorized representative of each Party. The covenants expressed in this Agreement, except as otherwise provided, accrue to the benefit of and will be binding upon the successors and permitted assigns of the Parties. This Agreement may be executed in any number of duplicate originals, each of which is an original, but all of which constitute the same document.

IN WITNESS WHEREOF, Customer and GPC have caused this Agreement to be executed under Seal by their duly authorized representatives as of the date(s) shown:

CUSTOMER:

By: _____ (SEAL)

Name: _____

Title: _____

Attest:

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Name: _____

Title: _____

GEORGIA POWER COMPANY:

By: _____ (SEAL)

Name: _____

Title: _____

Attest:

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

Exhibit 1
to Agreement for Maintenance of Roadway Lighting Systems
between Georgia Power Company and City of Morrow

ROUTINE MAINTENANCE/ REPAIR WORK

1. ROADWAYS:

This Agreement relates to maintenance of Roadway Lighting on the following Roadways (or Roadway segments) of Customer: **Interchange and Access Road Lighting at Exit 233 on I-75 at Highway 54. Agreement includes Interstate High Mast lighting, Ramp Lighting, Wall Pack Lighting under Hwy 54 bridge, and Special Pedestrian Lights along sidewalks on the bridges. This Agreement will also cover Lighting on Meadowbrook Rd. under I-75.**

2. ROUTINE MAINTENANCE SCHEDULE:

Customer and GPC agree that GPC will perform Routine Maintenance on a semi-annual basis on the High Mast Interstate and Access Roads, and Monthly inspections on the Mongoose Ramp Lights, Special Pedestrian lights, and underpass lights on I-75 and on Meadowbrook Rd. under I-75.

3. FEE PER LIGHT:

The Parties agree that Customer will pay **\$5.00** per light, per month, on 222 High Mast Tower lights and **\$7.00** per light, per month, on 129 ramp lights, Pedestrian lights, and underpass lights at all locations. Total monthly cost is **\$2,013.00**.

4. NUMBER OF LIGHTS:

Customer and GPC agree that the total number of lights upon which GPC will perform Routine Maintenance is: **351** – Includes 222 - 400W high mast fixtures, 40 – 250W ramp fixtures, and 89 – 150W wall pack fixtures.

Total number of lights may change over time and will be added or subtracted by means of an addendum to this Exhibit.

5. CONTACT PERSONS:

Communication between the Parties regarding performance of Routine Maintenance and Repair Work under this Agreement will be directed between the following Contact Persons:

GPC Contact:

Ken Leonard
Operations Manager
Georgia Power Company
1790 Montreal Cir.
Tucker, GA 30084
Phone: 770-621-2403
Fax: 770-621-2457

Customer Contact:

Name
Title
City/County Name
Address
Address
Phone: _____
Fax: _____

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA, AS IT PERTAINS TO THE RECOMMENDATION, APPROVAL, AND ADOPTION OF AN ANNUAL BUDGET FOR THE FISCAL YEAR 2012-2013, BEGINNING JULY 1, 2012 AND ENDING JUNE 30, 2013; TO ALLOCATE REVENUES AND EXPENDITURES FOR THAT PERIOD FOR THE OPERATION AND ENHANCEMENT OF THE VARIOUS SERVICES DELIVERED BY THE CITY TO ITS CITIZENS; FOR THE HEALTH AND WELL-BEING OF THE RESIDENTS AND BUSINESSES OF THE CITY OF MORROW; AND FOR OTHER PURPOSES.

Section I: Adoption

Be it Ordained and enacted by the Mayor and Council of the City of Morrow, Georgia, that the following Annual Budget for the City is hereby adopted by said Mayor and Council and shall be in full force and effect on July 1, 2012.

Section II: Operating Budget

The Operating Budget for the City of Morrow, Georgia for Fiscal Year 2012-2013 (FY 2012-2013) shall be adopted as follows:

| | |
|--------------------------------|---------------|
| Revenues (Including Reserves): | \$ 14,448,933 |
| Expenditures | \$ 14,448,933 |

Section III: Budget Administration

The Morrow City Manager is hereby authorized and directed to execute the approved Budget for Fiscal Year 2012-2013 as funds become available, in compliance with the provisions of Ordinance 2010-16 dated February 9, 2010 (the City's Purchasing Policy).

Section IV: Repealer and Enactment

All ordinances or parts of ordinances in conflict herewith are hereby repealed and shall be of no further force or effect from the date of enactment of this Ordinance on this the 26th day of June 2012.

Section V: Enactment Date

This Ordinance is hereby enacted and shall be of full force and effect on July 1, 2012.

JB Burke, Mayor

ATTEST:

Evyonne Browning, City Clerk
(Seal)

FIRST READING: June 12, 2011
SECOND READING: June 26, 2011

Employee Contact Form

X Favorable

Date: 05/21/2012

 Unfavorable

Employee: Officer Marco Sutton

Employee Number: 921

Detail of Incident: On 5/2/2012, at approximately 2:10 P.M., you were eating at 1000 Southlake Mall in the food court when you were advised of a female choking on her food. At that time you left your food on the table and went to check on the female where you found her to be conscious but choking on food. You immediately assessed the situation and found that the female could breathe and was trying to dislodge the food on her own. A few seconds later the female took a sip of her drink and became unable to breathe. At that time you went into action and started to perform the Heimlich maneuver on the female. After several thrusts you were able to dislodge a piece of food from the female's throat and it fell on the table. The female was later checked out by Morrow EMS and refused medical treatment.

Choking is a serious medical emergency and results in thousands of deaths every year in the United States. Immediate action and proper training during these types of situations are necessary to save lives. You are to be commended for taking immediate action that resulted in saving the female's life.

Supervisor's Recommendation: It is recommended that Officer Sutton receive the Life Saving Award.

Supervisor's Signature:

Bel [Signature] 5/21/12

Date:

5/21/12

Employee's Signature:

[Signature]

Date:

5/21/12

Division Commander's Review

[Signature] TATTOO # 902

Division Commander's Signature:

[Signature] #902

Date:

5.21.12

Disposition:

RECOMMENDED FOR LIFE SAVING AWARD!
[Signature]

Chief of Police:

Christof A. B

Date:

05/22/12

Disposition:

Approved for lifesaving award



COVER MEMO

To: Mayor and Council

From: Anou Sothsavath, Director
Public Works

Re: Recommendation for Morrow Generator Bid

Date: June 20, 2012

Issue: The Public Works Department seeks approval for the selection of Critical Power Solutions for the Morrow Generator Bid and approval to enter into contract negotiations. The total price \$35,900.40

Recommendation: Staff recommends approval of this vendor and requests approval to enter into contract negotiations. If you have any questions, please contact Anou Sothsavath at 770-968-5497.



COVER MEMO

To: Mayor and Council

From: Sylvia Redic, Grants Administrator

Re: Authorization for City to enter into a Contract with Pond & Company for the design of Jester's Creek Phase III.

Date: June 20, 2012

Issue: Approval for Mayor Burke to execute the contract documents with Pond & Company for the design of the Jester's Creek Phase III project. Contract documents accompany this memo.

Recommendation: Staff recommends approval of this contract. If you have any questions, please contact Sylvia Redic at 770-961-4002



COVER MEMO

To: Mayor and Council

From: Dan Defnall, Finance Officer

Re: Reinstatement of the City of Morrow Money Purchase Plan

Date: June 20, 2012

Issue: Approval of a Resolution for the Mayor to execute the plan documents to reinstate the City of Morrow Money Purchase Plan Nationwide 401a plan effective 7/1/2012.

Recommendation: Staff recommends approval of this Resolution to reinstate the 401(a) plan for the employees of the City of Morrow. If you have any questions, please contact Dan Defnall at 770.367.4580

STATE OF GEORGIA
COUNTY OF CLAYTON

RESOLUTION NO. 2012-06-47

A RESOLUTION OF THE CITY OF MORROW TO REINSTATE THE CITY OF MORROW'S 401 (a) MONEY PURCHASE PLAN WITH NATIONWIDE RETIREMENT SOLUTIONS; TO AUTHORIZE THE MAYOR TO EXECUTE THE PLAN DOCUMENTS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Morrow recognizes that the reinstatement of a money purchase plan benefits employees by providing funds retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the City of Morrow has negotiated a reinstatement of its 401(a) Money Purchase Plan with Nationwide Retirement Solutions; and

WHEREAS, the City of Morrow desires that its 401(a) Money Purchase Plan be administered by Nationwide Retirement Solutions; and

WHEREAS, the City Council authorizes the Mayor to execute the plan documents required to reinstate the 401(a) Money Purchase Plan.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW:

Section 1: The Mayor and City Council hereby reinstates its 401(a) Money Purchase Plan with Nationwide Retirement Solutions pursuant to the specific provisions of the adoption agreement (executed copy attached hereto).

Section 2: The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

Section 3: The Finance Director shall be the coordinator for the Plan; shall receive reports, notices, etc., from Nationwide Retirement Solutions and may delegate any administrative duties relating to the Plan to appropriate departments; and

Section 4: The City Council hereby authorized the Mayor to execute all necessary agreements with Nationwide Retirement Solutions incidental to the administration of the Plan.

Section 5: The effective date of the Plan's reinstatement shall be July 1, 2012.

SO BE IT RESOLVED this 26th day of June, 2012.

JB Burke, Mayor

Attest:

Evyonne Browning, City Clerk

(Seal)



COVER MEMO

To: Mayor and Council

From: Dan Defnall, Finance Officer

Re: Approval of Audit Engagement Letter with Mauldin & Jenkins for the FY 2012 Annual Audit

Date: June 20, 2012

Issue: Approval of Council for the Mayor to sign the attached Audit Engagement Letter for the Annual Audit for the Year Ending June 30, 2012. Audit fees will be \$37,000 (\$31,500 for the basic audit, plus \$5,500 for the single audit required under OMB Circular A-133). This item is included in the proposed budget for FY2013.

Recommendation: Staff recommends approval of the Audit Engagement Letter with Mauldin & Jenkins. If you have any questions, please contact Dan Defnall at 770.367.4580



COVER MEMO

To: Mayor and Council

From: Dan Defnall, Finance Officer

Re: Approval of a Resolution to authorize investment in the Local Government Investment Pool.

Date: June 20, 2012

Issue: A Resolution to Authorize Investment in the Local Government Investment Pool. This resolution document is being updated to reflect the change in the City's bank account information tied to the Local Government Investment Pool due to the merger of RBC Bank into PNC Bank.

Recommendation: Staff recommends approval of the Resolution for investment in the Local Government Investment Pool. If you have any questions, please contact Dan Defnall at 770.367.4580

RESOLUTION TO AUTHORIZE INVESTMENT

WHEREAS, Ga. Code Ann. §§36-83-1 to 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool, and
WHEREAS, from time to time it may be advantageous to the City of Morrow, GA

City of Morrow, GA to deposit funds available for
(Name of Local Government, Political Subdivision or State Agency)
investment in Georgia Fund I (hereinafter referred to as the local government investment pool) as it may deem appropriate; and

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by Ga. Code Ann. §36-83-8 under the direction of the State Depository Board, considering first the probable safety of capital and then the probable income to be derived; and WHEREAS, such deposits must first be duly authorized by the governing body of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the Treasurer of the Office of the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and

WHEREAS, Ga. Code Ann. §36-83-8 requires a statement of the approximate cash flow requirements of the participating government pertaining to the funds to accompany the authorization to invest such funds at the time such deposits are duly authorized;

NOW, THEREFORE BE IT RESOLVED by the Council
(Board, Council or other Governing Body)
that funds of the City of Morrow, GA may be deposited from time to time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool.
(Local Government, Political Subdivision, or State Agency)

BE IT FURTHER RESOLVED THAT:

- 1. Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of such government or other authorized entity (if a listed individual is employed by an entity other than the depositor, indicate employer):

Daniel W. Defnail, FINANCE OFFICER 770 961 - 4002
Name, Title, (Employer, if applicable) (Area Code) Phone Number
Email: ddefnail @ city of morrow.com

Jeffrey A. Eady, City Manager 770 961 - 4002
Email: jeady @ city of morrow.com

Email: _____

Email: _____

Email: _____

All withdrawals from the local government investment pool shall be wired to the following participant's demand deposit account: *(Many banks have separate instructions for wires and ACH deposits. Please verify both sets of instructions with your bank and provide them below. This will ensure accurate delivery of your funds to the designated bank account).*

(For ACH) PNC BANK CITY OF MORROW
(Local Bank Name) (Account Title)
054000030 5325542337 MORROW, GA
(ABA Number) (Account Number) (City, State)

(For WIRE) PNC BANK CITY OF MORROW
(Local Bank Name) (Account Title)
054000053 5325542337 MORROW, GA
(ABA Number) (Account Number) (City, State)

(If applicable) Our local bank prefers to receive credit for wire transfers at the following **Correspondent Bank**:

(Bank Name) (City) (ABA Number) (Account Number)

Additional Bank Account (if applicable):

(For ACH) _____
(Local Bank Name) (Account Title)

(ABA Number) (Account Number) (City, State)

(For WIRE) _____
(Local Bank Name) (Account Title)

(ABA Number) (Account Number) (City, State)

Correspondent Bank (if applicable):

(Bank Name) (City) (ABA Number) (Account Number)

3. The local government investment pool shall mail the monthly statements of account to:

DAN DEFNALL

(Attention)
1500 MORROW RD

(Address)

MORROW, GA (Address) 30260

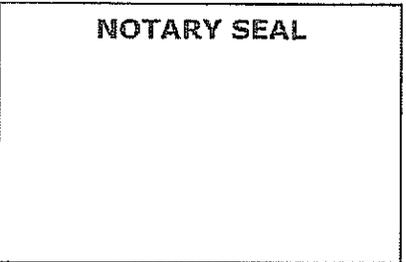
(City, State & Zip)

4. Changes in the above authorization shall be made by cancellation or replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received by the Office of the State Treasurer, the above authorized individuals, local government demand account instructions and statement mailing address(es) shall remain in full force and effect.

5. The following schedule represents the period in which existing balances are currently expected to remain invested in the local government investment pool:

- 25 % 30 days or less;
- 50 % more than 30 days but less than 90 days;
- 25 % 90 days or longer.
- 100 %

Entered at MORROW, Georgia this _____ day of _____ 20__.



(Signature of Head of Governing Authority)

(Please Print or Type - Head of Governing Authority)

(Title)

Sworn to and subscribed before me this _____ day of _____ 20__.

(Notary Public)

Please complete and return an original copy to: