

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

April 27, 2021

Work Session Agenda

6:30

1. Review of Meeting Agenda

1. Minutes March 23, 2021
2. Service Pin Presentation
3. Flexible Spending Plan - WEX Health
4. Compensation Study - Archer \$13,500
5. Public Restroom Restoration - All His \$10,500
6. Westwood Way Path Connection - M-Construction \$128,175
7. Street Light Agreement - 19 lights - GA Power \$298.94 monthly
8. Johnson Controls Roof Repairs - \$6,234.72
9. Pcard Agreement - Chase Bank
10. Dark Space - Indent Electric \$33,074
11. Dr. Augustine compensation increase \$12,000 annually
12. Ordinance 2021-06 Attorney Powers and Duties
13. Ordinance 2021-05 - Mixed Use Moratorium
14. Ordinance 2021-02 - Multi Family Moratorium
15. Ordinance 2021-Purchasing Card Policy

3. Retirement Plan Discussion - follow up

4. New Business List

5. Grant Writing Services

2. Charter Amendment - Planning and Board Chair Selection - pending

6. URA –

- a. Debt
- b. Gross Revenue from each property (per year - last 10 years)
- c. Land sales – specific properties
 - City Authorization?
 - Date of sale
 - Revenue from sales allocated where?

13. OTM Property

- d. Easements and property- Update
- e. Repair Estimates- Update
- f. Rebranding - The District

14. Reynolds Road Property- Discussion

a. Plan? Design? Budget

15. Property Planning-

a. Conference Center Dark Space

Plan

Budget Estimate

Timeline -

16. Bond Refinancing — Pending

17. Meadowbrook Corner property a.

Long Term Redevelopment Plan

18. Morrow Station Property – Pending

19. Board Appointments — Update

A. Morrow Housing Authority (MHA)

Exhibit A - Economic Development: Projects and Initiatives

Exhibit B - Public Works: Projects and Initiatives

Exhibit A

Planning and Economic Development Projects and Initiatives

1. MTCA – Ongoing meeting date first Tuesday of the month at 5:30 - working to get ads for welcome sign and newsletters
2. URA - training for URA working on additional tours and training
3. The District Discussions with restaurants, shops, and retail - potential restaurants submitting LOIs
5. College Property - labeled Strada - on agenda
6. Reynolds Road Property
 - Layout
 - Plan
7. Dark Space - structural engineering started - electrical on the agenda
8. Tracking
 - What businesses do we want?
 - Residential
 - Commercial
 - Who is looking?
 - Residential
 - Commercial
9. City Marketing/Communication - App released
10. City Billboard @ Southlake – contactin new companies
 - Geotechnical
 - Zoning
 - City Contract/Permit
 - Construction timeline
11. City Digital Board Marketing Plan
12. Blue business interstate signs update
13. Events - Facebook and Instagram - both platforms up and running
14. Spring Business and Residential Newsletter - mailed
 - Articles for Summer newsletter
 - home safety - crimes of opportunity
 - events
 - any recommendations from Council?
16. Welcome Center Public private Partnership - survey of property being completed
17. Food Truck Fun Days - Food Truck fund days Thursdays starting April 29
18. City Events
 - Easter Egg Hunt - City Hall - complete
 - Juneteenth
 - Freedomfest
 - Safe Halloween

Neighborhood Cookouts
Dog Days - Dog Park

19. The District Events

Cinco De Mayo - May 2

Night Market

Day of the Dead

Lunar New Year Planning - started

Christmas in the Park

Exhibit B

Public Works Projects and Initiatives

1. Jester's Creek Phase II
2. Jester's Creek Phase III
Construction resumed
3. Path system plan for East Side?
Meadowbrook Park area
Street Lighting Update
4. City Parks Evaluation Results-
pending
5. Lake Harbin Sidewalk project – Council approved increase
surveys began 4.7.2021
6. Pedestrian Path Connection-Under Power lines
on agenda
7. Dark Space -
structural and electrical underway
8. Vegetation Management
Underway -
AKA has started clearing
9. Replace City Street/traffic signs update -
white poles not delivered
10. Existing Building Review
Energy Management
System performance
Capital age and projections
Christmas 2021 Decorations-
11. Supervisor Update - start date May 3
12. SPLOST Foreman - pending
13. Scopes of work out for proposals for:
Morrow Rd Medians
Murphy Drive
Path Connection at 5900 Reynolds Rd
Path Clearing
Bathroom restoration at The District



MEMORANDUM

To: Mayor John Lampl and the City Council
From: Chris Pike, Finance Director
Date: April 23, 2021
Subject: **Follow Up to Retirement Plan Design**

At the April 13 Council Meeting, I was directed to reach out to get feedback from staff on their thoughts. Following that direction, I reached out to all department directors and the City Manager for names to consult regarding the plan design and specifically to address whether the thought was one plan or the other would be advantageous for recruiting and retention. I met with 5 public safety employees and three civilian staff. All tenures with the city were represented and ranged from under a year to over 20.

To my surprise, there was a consensus on the group's opinion. It was helpful for sure. Some overall thoughts from the group were:

- For vested employees, it's probably not likely that many would switch from the DB to DC, but they did like the option to make that choice. They asked a window of 60 days be giving to make the decision to port over so they have time to weigh options and get input.
- For current public safety employees in the "Rule of 85", it's unlikely they switch whether they are vested or not. The prospect to retire at 55 is a considerable advantage of staying in the DB plan regardless of tenure.
- For employees not vested, they would likely make the switch to the DC plan and find it a better option. Furthermore, if they were considering employment today, the DC plan would be their preference. (If we still maintained the "Rule of 85", public safety would prefer the DB option even as a new hire.)
- Given that most employees only focus on base salary, for recruitment and retention, the City needs to do a better job demonstrating total compensation. Benefits offered are important for both recruitment and retention but we (employees) focus on salary to our own demise.

City of Morrow



- Our retirement plan needs to come with better options and advisory services than what we are getting now through GMA for the main retirement, 401 (inactive) plan and the 457 plan. They would also like to see more retirement options than currently available; especially if we move to DC plan.
- Having a "Social Security Replacement" option like the DC plan without the long 10-year vesting would be attractive for recruiting.
- Fire staff are more likely to stay with one agency versus Police and civilian staff that are more mobile these days.

The group was appreciative of Council's desire to hear from them and get their input. I believe their feedback is a good indication to continue pursuing this option.



New Business List

03/18/2021-04/16/2021:

THOUROUGH CLEAN, INC
1400 SOUTHLAKE MALL
(CHIME SOLUTION JANITORIAL)

PEOPLE HELP EXCHANGE INC
1115 MT. ZION RD.
MORROW, GA 30260

Amanda Day
Grant Consulting Services

Independent Contractor Agreement

This agreement is made between:

Amanda Day, GPC ("Consultant")
400 Sunflower Ridge
Canton, GA 30115

The City of Morrow ("Client")
1500 Morrow Road
Morrow, GA 30260

THIS CONTRACT FOR SERVICES is made and entered into on the ___ day of _____ 2021, by and between the Pegasus Foundation (Client) and Amanda Day, GPC (Consultant).

Consultation Services. The Consultant will provide the Client services as outlined in the attached Statement of Work (SOW). The Consultant will assist the Client as an independent contractor on the terms and conditions set forth in this agreement and the included SOW (Exhibit A).

Terms of Agreement. This agreement will begin upon the date of execution/signature and will end within 6 months of that date unless terminated. The Consultant Agreement serves as a general agreement for the performance of services specified within the SOW and any/all addendums/exhibits thereof as mutually executed by the Client and Consultant. Either party may cancel this agreement on thirty (30) days' written notice to the other party.

Time Devoted by Consultant. The Consultant has a "can do" attitude. However, to ensure services are appropriate to the Client's needs and their expectations, the work/time dedicated by the Consultant will be defined within the SOW. The SOW is based upon the specific tasks to be completed and as discussed or previously presented to the Client.

The Consultant will not exceed specific time/monetary commitments without the express written consent of the Client. The Consultant will present evidence of time commitments achieved with each invoice along with any agreed-upon deliverables.

Responsibilities of the Client. To be successful in working with the Consultant, the Client must accept responsibility for certain tasks. At a minimum, the Client shall:

- Provide one person to be the key contact to whom the Consultant reports (Client Liaison).
- Provide in an accessible and timely fashion the availability to information in connection with the performance of services, including but not limited to the organization's current organizational documents (such as planning documents and relevant budget information), information for proposal development, and access to organizational and programmatic subject matter experts.
- Meet all mutually agreed upon deadlines in the course of developing grant proposals and programmatic reports, including but not limited to obtaining approvals by your governing body (when necessary).
- Acquire and provide final approval of budget figures.
- Secure any required institutional commitments.
- Provide printing (if required) for all materials produced by the Consultant in connection with the performance of their services to the Client.

- Obtain letters of support/commitment as required by the funding source and submit those letters to the Consultant by mutually agreed upon deadlines.
- Obtain signatures for any proposal forms, letters, or other documents as required.

Note: Time shall be of the essence in the Client's duty to respond to Consultant's request for information or provision of documents. Failure to provide information or documentation by the date set by the Consultant may impede the progress of the services.

Work Style, Location. The Consultant will perform most services remotely. This may include the use of electronic mail and telephone communications; electronic meeting platforms may also be used. Face-to-face meetings will be conducted as deemed appropriate by both the Consultant and the Client; expense incurred by the Consultant in accordance with such meetings will be reimbursed at cost to the Consultant through the invoicing process.

Expenses and Charges. The Consultant may not incur or bill expenses in conjunction with the performance of services unless otherwise noted herein this contract and approved statements of work. Exceptions include but are not limited to postage or express delivery of documents during proposal development or submission, pre-approved travel by the client, or other pre-approved customary and reasonable expense.

Compensation. Compensation will be set out in the SOW based on either an hourly rate for the actual time worked, retainer basis for ongoing consultation, or estimated project fee. Estimates based on past experience will be given to the Client prior to the development of the Statement of Work and will be included therein. The fee schedule presented in the SOW is based on the type of work to be undertaken. For general consulting and development, the Consultant will submit an itemized statement setting forth the time spent, and services rendered as well as agreed-upon deliverables (reports, products). Invoices shall be paid within 30 days of receipt. A project-based fee, used for larger projects, will be payable in two installments: the first 50% of the fee will be invoiced upon agreement to proceed with the project and payable prior to submission of the proposal, and the second installment (remaining 50%) will be invoiced upon submission of the proposal or completion of the project development. Both installments will be invoiced separately to the Client.

Independent Consultant. The parties understand and agree that the Consultant shall at all times be considered an independent contractor rather than an agent, employee or officer of the Client. The Consultant shall not hold herself out to the public as such. The Consultant shall not be subject to the provisions of any rules applicable to employees of the Client, and the Consultant shall make no false or misleading representations with respect to the Client. The parties agree that the payments from the Client to the Consultant 1) constitute ordinary income to the Consultant, 2) are to be treated as ordinary and necessary business expenses by the Client, and 3) do not constitute wages for purposes of the Federal Income Contributions Act (FICA) but constitute earnings.

Confidentiality. The consultant's work may involve access to sensitive information. As such the Consultant agrees not to transfer or disclose any of the Client's proprietary information to any other company, organization, or association, unless given explicit permission in writing to share specific information with other company, organization or association. The Consultant's obligation under the terms of this paragraph will survive the termination of this Agreement.

Disclosure of Ideas. The Consultant may use or disclose information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) 1) previously known to them, 2) independently

developed by them, 3) acquired by them from a third party which is not, to their knowledge, under an obligation to the Client not to disclose such information, or 4) which is or becomes publicly available through no breach of the Contract.

Ownership of Documents and Materials. All material prepared for the Client by the Consultant pursuant to this Agreement shall belong exclusively to the Client. The Consultant shall however, be entitled to retain work papers and any other materials developed hereunder that are not defined as Deliverables. Except as provided in this section, use of the Deliverables by the Consultant is prohibited. This contract shall not, however, preclude the Consultant from developing other original documents for themselves, or for others, which are based upon ideas, concepts, know how, and techniques used in the course of providing services to the Client (provided they contain no specific identifiable elements unique to the Client or its operations) irrespective of their similarity to the Deliverables provided to the Client through this contract.

Successors and Assignees. This Contract and all its terms, covenants, and conditions shall be binding, insure to the benefit of and be enforceable by the parties hereto and their respective successors and assignees.

Governing Law. This Contract shall be construed in accordance with and governed by Georgia Law, and suit if any, must be brought in the State of Georgia.

Waivers and Amendments. This Contract may be amended, suspended, cancelled, renewed, or extended, and its terms or covenants may be waived only by a written instrument executed by the parties hereto. The failure of any party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. The parties reserve the right, by mutual written consent, to amend, modify, supersede, and/or cancel this Contract, or to waive the terms or conditions hereof, without the consent of any other person (natural or otherwise) not a party to this Contract.

IN WITNESSES THEREOF, the Consultant and the Client have executed this Contract for services as of the date and year first written above.

The City of Morrow
John Lampl, Mayor
1500 Morrow Road
Morrow, GA 30260
770.961.4000
johnlampl@cityofmorrow.com

Amanda Day
Amanda Day, GPC
706 Mill Creek Cove
Canton, GA 30115
404.819.0996
amandadaygpc@gmail.com

Signature

Signature

Date

Date

The Consultant will provide the services and deliverables as determined with the Client and outlined below. Work provided will be based on either **actual hours** or **project fee structure** established by an estimated number of hours for the project. The Client, by signing contract above, agrees to both the terms below and the incorporated Consultant Agreement.

Work to be completed	Completion date	Fee not to exceed*
<p>Grant Prospect Research & Writing Services</p> <ul style="list-style-type: none"> • Determine funding needs. • Provide detail of 10 or more specific funders that most closely align to the Client’s funding needs. • Prioritize actions based on needs, availability, existing relationships, etc. • Develop and submit funding applications with approval from city. 	As needed	\$75/hour

The City of Morrow
 John Lampl, Mayor
 1500 Morrow Road
 Morrow, GA 30260
 770.961.4000
 johnlampl@cityofmorrow.com

Amanda Day
 Amanda Day, GPC
 706 Mill Creek Cove
 Canton, GA 30115
 404.819.0996
 amandadaygpc@gmail.com

 Signature

 Signature

 Date

 Date

*The estimated fees for services (based on \$75/hour) indicated will not exceed the amounts listed without approval of the Client for additional hours of service to be performed. All invoices are presented based on the actual number of hours worked unless otherwise stated.