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January 26, 2010

**CITY OF MORROW, GEORGIA**  
**Regular Meeting**

7:30 pm

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

1. **APPROVAL OF MEETING AGENDA:**

(Agenda Item 10-01-74)

To add or remove items from the Agenda:

2. **CONSENT AGENDA:**

(Agenda Item 10-01-75)

1. Approval of the January 12, 2010 Regular Meeting Minutes.

(Agenda Item 10-01-76)

2. Approval of the Policies and Procedures for the Morrow Center.

(Agenda Item 10-01-77)

3. Approval of the Preferred Catering Contract to be used for the Morrow Center.

(Agenda Item 10-01-78)

4. Approval of the Preferred Caterer's Criteria to be used for the Morrow Center.

(Agenda Item 10-01-79)

5. Approval of the Fee Schedule to be used for the Morrow Center.

(Agenda Item 10-01-80)

6. Approval of the Preferred Caterers Invitation to be used for the Morrow Center.

(Agenda Item 10-01-81)

7. Appointment of Councilman Huie to the Clayton County Municipal Association for 2010.

(Agenda Item 10-01-82)

8. Approval of a Proclamation honoring Jean Peacock for her service to the Morrow United Methodist Church for 38 years which will be presented by her church family on January 31, 2010 at the Morrow UMC.

3. **REPORTS AND PRESENTATIONS: (none at this time)**

4. **PUBLIC HEARING**

**(Agenda Item 10-01-83)**

1. The First Baptist Church of Morrow requested a subdivision and variance for the property located at 1647 Harbin Road, variance to the Zoning Code Appendix A, Section 917 Public Institutional. *(Presented by Sylvia Redic)*

**(Agenda Item 10-01-84)**

2. Request for rezoning for SFS Enterprises, Inc. for 6309 Jonesboro Road (BP Fuel). The request addresses the rezoning of the parcel from Mixed Use to General Business. *(Presented by Sylvia Redic)*

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

5. **OLD BUSINESS:** None at this time

6. **NEW BUSINESS:**

**(Agenda Item 10-01-83)**

1. Approval of the variance for the First Baptist Church of Morrow located at 1647 Lake Harbin Road. *(Presented by Sylvia Redic)*

**(Agenda Item 10-01-84)**

2. Approval of rezoning for 6309 Jonesboro Road (BP Fuel) from Mixed Use to General Business with conditions. *(Presented by Sylvia Redic)*

**(Agenda Item 10-01-85)**

3. Approval of a Resolution to adopt the City of Morrow's 2009 Comprehensive Plan and Short Term Work Program Partial Updates. *(Presented by Sylvia Redic)*

7. **COMMENTS:**

Citizens-  
City Manager-  
Mayor and Council –

8. **ADJOURNMENT:**

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

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**CITY COUNCIL AGENDA ITEM**

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**TO:** City Council

**DATE:** January 22, 2010

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of the Policies and Procedures for the Morrow Center.**

**MEETING DATE:** Tuesday, January 26, 2010

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*Supporting Documentation – see attached*

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

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

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

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

**PLACED ON AGENDA FOR: APPROVAL**

**REMARKS:**



## Policies & Procedures:

Please read the following policies and procedures carefully. If you have any questions, please call the Morrow Center.

The rental period includes setup and cleanup time. After this, you will be charged a late fee as specified in the Fee Schedule. Note that we will not leave the facilities unlocked or give out keys. Please check the Fee Schedule to determine your available check-in and checkout times.

### **Activities**

The Center may be used for meetings, conferences, banquets, training, parties and similar uses that are consistent with the finish quality of the Center. No use shall be made of the Center that would constitute a violation of federal, state or local law or ordinance. Morrow Center reserves the right, in its sole discretion, to determine whether proposed uses of the Morrow Center fall within its allowed activities.

### **Alcoholic Beverages**

Alcohol beverage service is provided exclusively by Morrow Center or its authorized provider. All state and local alcoholic beverage laws and ordinances must be followed while on the premises. No person under the age of 21 will be served alcohol under any circumstances. Neither Licensee nor its Caterer is permitted to bring alcohol onto Center property. Alcohol-only events will not be permitted at the Center. Rental events may not use donated alcohol in the Center.

### **Animals**

With the exception of service animals, animals are prohibited in the Center.

### **Audio/Visual**

Licensees holding events requiring audio/visual set-up may utilize the Center's A/V or an outside company if confirmed with the Center at least 14 days in advance.

### **Balloons**

No helium balloons or other inflatable items that could rise to the ceiling are allowed in the Center without prior approval.

### **Banners/Hanging Items**

Event-related banners may be hung only with prior approval from the Morrow Center and only by Morrow Center personnel, under the supervision of Event staff. Banners that cannot be hung safely and without causing damage to the Center will not be approved.

### **Billing**

Full payment is due on rental space at least 90 days prior to the event. Any other charges incurred during the event will be billed to the Licensee. Payment will be due within 30 days of the invoice date. Checks shall be made payable to the City of Morrow.

### **Cancellation**

Cancellation of the event less than 90 days before the contracted date will result in a forfeiture of any deposit monies. Events booked into the Center within 90 days of the event date are not eligible for any refund of the deposit on cancellation.

In the event the Center becomes unavailable as a result of fire, flood or other condition beyond control of the Morrow Center or the City of Morrow, the Center shall notify the Renter as soon as practicable and shall keep the Renter advised as to the feasibility of utilizing the contracted space for the date reserved. Should there be any uncertainty as to availability of the Center for the contracted dates, the Renter may request and receive withdrawal of its deposit in full. In the event the Center cannot be made available on the contracted date as the result of fire, flood or other condition beyond control of the Morrow Center or the City of Morrow, liability of the Center and the City shall be limited to refund of all deposits and payments made to the Center or City to date. Neither the City nor the Center shall be liable in such event for any consequential damages sought by caterers, musicians, other vendors or other persons or entities operating independently of the City.

### **Catering**

The Center maintains a list of Preferred Caterers. Events including 50 or more participants are required to utilize a caterer from the list of Preferred Caterers. Events involving fewer than 50 participants may provide food and non-alcoholic beverages through means other than Preferred Caterers, provided the person assuming responsibility for food and non-alcoholic beverage provision reviews all Center policies regarding catering and signs an acknowledgment that they will abide by all Center policies and procedures governing their operations.

### **Children**

Children are not allowed to be unattended in the Center. Adult supervision is required for all children at all times.

### **Check-In**

Renters/caterers have the use of the Center during the stated time depending on the rental package on the day of the function, beginning at check-in time. Check-in time begins as specified on your contract. \*Please make note of your rental package for the earliest time you may check-in. The check-in time is set at the Event Information meeting (approximately one week before the event). Once the check-in time has been established at this meeting, it may not change. The building will not be open before your check-in time.

### **Decorations**

Items such as glitter, confetti, streamers, and helium balloons are not allowed in the Center. Should clean-up of these or similar items be necessary, a fee equal to the amount of the clean-up, repair, or replacement, but in no event less than \$250 will be added to the final bill. Fee will be determined by the on-site event staff.

The use of candles (only votive candles in a hurricane lamp and floating candles may be approved) requires preapproval. Approval is given on a case-by-case basis from the Center representative Manager. No open-flame candles will be approved. The use of tape, wire, staples, tacks, glue, and similar items is prohibited. Absolutely no items may be attached to the Morrow Center without the Director's approval.

### **Deposit**

A security deposit is due within fourteen (14) days of contract completion and is required to reserve the space. The entire deposit will be forfeited if the rental contract is cancelled less than 90 days prior to the event. Cancellation requires a written confirmation from the renter. The premises will be used only for the purposes specified in the contract and no other purposes. The contract may not in whole or in part be assigned, transferred, or sublet by the renter. Any group, club, or individual who contracts to use the premises is responsible for damage to furnishings, equipment, land, landscaping, persons, property, and/or the structure incurred during its use.

### **Furnishings**

The Morrow Center offers its premises and furnishings for you and your guests' relaxation. Renter will be responsible for damage to furnishings that occurs during the event or during set up and take down as a result of the actions of Renter, its guests and agents.

**Kitchen**

The kitchen is stocked with a warming oven, commercial size refrigerator and freezer, ice machine, microwave, dishwasher and large sinks and walk-in cooler.

Cooking is NOT allowed on site. The Morrow Center kitchen is used for warming and chilling foods only.

Deep fat fryers and portable stove tops are not allowed.

All food and non-alcoholic beverage must be removed at the end of the event.

**Late Fees**

Late Fee charges occur when a renter stays past the specified rental period. These hourly fees are not prorated.

**\$200 for each additional hour (there is no splitting of hours).**

**Staff Assistance**

On-site Center Associates are present throughout your event. Please do not hesitate to contact them with any questions/problems. The Associates will be in charge of the Center during your rental and will enforce the policies and procedures, as stated in the contract.

**Music/Entertainment**

The band, disc jockey, or other entertainment will be required to notify Center staff in advance of their equipment type, electrical set-up, and requested delivery schedule. The Center will not provide equipment or any set-up of equipment for bands or DJs, such as microphones, electrical tape, and stages. It is the responsibility of the band or DJ to use floor protection approved by the Center under their equipment during load-in, performance, and load-out. All load-in and load-out must be through the Center loading dock. The Center reserves the right to prohibit any equipment needing more power than the standard electrical outlet provides or any equipment that the Center believes is inappropriate.

Where more than one function is ongoing at the Center at any one time, music and entertainment shall be offered in a manner that causes no interference with other users simultaneously using the Center. At no time shall noise from music or entertainment provided by Renter spill onto or be audible from outside the Center or within Southlake Mall.

**Overtime Policy**

An hourly charge of \$200.00 will be added to the final bill for every hour or portion thereof after the contracted end time of the event. (For example, a 5 P.M. move-in and 7 P.M. start time entails the event will conclude at 11pmt with a move out to end no later than 12 A.M.)

**Parking**

All parking must be in designated parking areas in the parking lot. Parking is completely free. All fire lanes must remain open.

**Photography/Videography**

A list of all event service vendors, including photographers and videographers, must be forwarded to the Morrow Center at least 14 days prior to the event.

**Posters/Signage**

Posters and signs are to be mounted on easels or other individual displays approved in advance by Center staff, and may not be affixed in any way to Morrow Center surfaces.

**Set Up**

The Morrow Center will set up the initial chairs and tables as specified in your contract. Any additional changes will incur an additional charge for day of the event set-ups. The Morrow Center has a variety of tables and chairs; any additional items can be rented from the Center for a nominal fee.

**Security**

**Misuse of the facility, unruly or illegal behavior, failure to observe posted signage, and/or the failure to obey any portion of the provisions contained in this document or your rental contract constitute a breach of contract** and may result in actions against the renter including, but not limited to, cancellation of the rental period, immediate dismissal/removal from the facility, forfeiture of a portion or all of the deposit or other funds already paid, additional fees or charges, and legal action.

Security is mandatory for events at which alcoholic beverages are provided. Renter will pay the fee of \$40 per officer per hour (one officer per 100 guests). The officer(s) will begin duty as soon as the event starts and will stay until check out is complete. The security fee is to be paid by the renter 14 days prior to the event, and failure to pay the fee by this deadline may result in the cancellation of your event.

### **Smoking**

The use of tobacco products is not allowed in any part of the Center. Ashtrays may be provided in outdoor rental spaces through prior arrangement with Morrow Center staff.

### **Tentative Holds**

A tentative hold may be placed by submitting a written request to the Center, indicating the date, time, nature of, and estimated attendance at the event. The hold must be confirmed with the deposit and signed Agreement no later than three months before the event date. If another party is interested in a tentative date, the current holder will have 2 full business days from contact to submit the deposit and signed Agreement; otherwise, the tentative hold will be released on the third business day.

### **Valet Parking**

This service can be provided by the Morrow Center for an additional fee. Please contact the Center for details.

### **Vendors**

Renter may use any rental company, florist, and/or entertainment. It is the responsibility of the renter to provide a copy of the contract with these hired vendors to ensure they are familiar with the Center rules. If damage is caused or rules are broken by the hired staff, the renter will be responsible, and charges will be deducted from the renter's deposit.

**\*We retain the right to hold your security deposit as a Damage & Cleaning deposit until the Center has been inspected by a Center representative. Your refund check will be mailed or Credit Card released within 5 business days of your event.**

I have read all of the "Policies & Procedures" (3 pages), and I have informed any agent working on my behalf of the "Policies & Procedures." By signing this and/or the rental contract, I am agreeing that I will honor each of the rules, and if I fail to do so, I understand that I will forfeit a portion or all of my deposit. If any or all of my deposit is withheld, the amount will be determined at the discretion of the Center Associates and Property Manager. Also, I understand that I am ultimately responsible for the actions of any agent working on my behalf, any guests invited on my behalf, and any other party in attendance of my event.

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Renter's Signature

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Date

**CITY OF MORROW**

1500 Morrow Road  
Morrow, GA 30260

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**CITY COUNCIL AGENDA ITEM**

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**TO:** City Council

**DATE:** January 22, 2010

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of the Preferred Catering Contract to be used for the Morrow Center**

**MEETING DATE:** Tuesday, January 26, 2010

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*Supporting Documentation – see attached*

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

**CITY ATTORNEY APPROVAL REQUIRED:**  YES  NO

**CITY ATTORNEY REVIEW REQUIRED:**  YES  NO

**APPROVAL BY CITY ATTORNEY**  APPROVED  NOT APPROVED

**PLACED ON AGENDA FOR: APPROVAL**

**REMARKS:**



## Morrow Center Preferred Catering Contract

**THIS AGREEMENT** made and entered into between the City of Morrow, Georgia [“the City”] on behalf of The Morrow Center [“the Center”], and the caterer signatory to this Agreement, acting by and through its duly authorized representative, and hereinafter referred to as “Caterer”.

### WITNESSETH

**WHEREAS**, it has been determined by the Center that high standards for food and service must be established and maintained in the Center.

**WHEREAS**, to insure the satisfactory performance of those standards, it has been further determined that only those caterers who enter into this Agreement shall be allowed to cater food for events in the Center.

**NOW, THEREFORE**, the City does hereby approve and authorize the Caterer to cater food for events in the Center subject to the following rights and conditions:

1. The term of this Agreement shall run from the date of execution of this Agreement through June 30, 2010 (city fiscal year end) unless earlier terminated by either Party pursuant to the terms of this Agreement. The Agreement shall continue from year to year, with a termination date of June 30 for additional one year periods, not to exceed a total of five (5) years, unless either party provides notice of intent to terminate no later than 30 days prior to the upcoming termination date. Either party may terminate this Agreement for good cause, provided written notice of termination is provided to the other party at least five (5) full working days before such termination. “Good cause” for this purpose of this Agreement shall include loss of qualifications under the Preferred Catering Criteria, any violation of service standards under this Agreement or applicable regulations pertaining to use of the Center or any failure to make full and timely payment of all sums due the City for events catered at the Center. Either party may terminate this Agreement without cause upon thirty (30) days’ written notice to the other party. In the event of termination by the City, no liability shall attach to the City for that decision, and the Caterer remains solely responsible to suppliers, employees and third parties for any financial obligations involving those persons or entities.

2. The Director of the Center shall maintain a list of Caterers who have entered into this Agreement and shall provide such list to all persons scheduling any event for which catering services may be needed, but shall not recommend any approved caterer over another similarly approved caterer. This list will be updated on a semi-annual basis. If a caterer is dropped from the list, for any reason, the Center reserves the right to wait until the next regularly scheduled update to reinstate the Caterer. The Center reserves the right to promote and provide its own food and beverage services as part of its sales package.

3. The Caterer, whether employed by a person scheduling an event in the Center or by the Center, shall pay to the Center a sum equal ten percent (10%) of the adjusted gross sales (gross sales less sales tax, equipment charges and gratuity) from the catering of any particular event. A copy of the Caterer’s invoice to the customer shall be furnished to the Center at the end of the event. If the copy of the invoice is not left at the Center after the event, the Caterer shall have three (3) business days in which to fax a copy of the invoice. (It is preferred a copy be made day of catering.) When caterers pay their fees, a copy of the customer’s invoice must be enclosed for audit purposes. If the Caterer does not remit the ten percent (10%) catering fee from a catered event within thirty (30) days after the event, the Caterer’s name will be removed from the Catering list.

4. The Caterer shall provide the City with a Certificate of Insurance at the time of applying for Preferred Caterer status. In the event the Caterer is accepted as Preferred Caterer by the City, the City shall be named as additional insured on said Certificate of Insurance, showing that such Caterer has in force the following insurance:

A. Comprehensive General Liability Insurance:

- 1) Bodily Injury - \$1,000,000.00 each occurrence;
- 2) Property Damage - \$1,000,000.00 each occurrence.

B. Products Liability Insurance:

- 1) Bodily Insurance - \$1,000,000.00 each occurrence;

2) Property Damage - \$1,000,000.00 each occurrence.



Such insurance requirement shall be maintained for the entire term of this Agreement. Notice of suspension and/or termination of insurance shall be grounds for termination of any Caterer as a preferred caterer.

5. The Caterer shall also provide the Center with copies of current Health Permits and Business Licenses. Health permits and business licenses shall be maintained for the entire duration of this Agreement. It is the Caterer's responsibility to send new copies of such permits and licenses as they are renewed.

6. In the event the Caterer is directly employed by the Center, fails to perform as agreed, and a substitute caterer is secured by the Center to fulfill the obligations of the Caterer, then in such event, the Caterer failing to perform under this Agreement shall be liable to the City for any additional expenses involved in securing a substitute caterer.

7. The Center shall be responsible for setting up and removal of tables and chairs and for the function and maintenance of kitchen equipment. It shall be the responsibility of the Caterer to clean the kitchen, kitchen floors, and kitchen equipment upon completion of the catering assignment, including but not limited to scrubbing all counter and table tops, stove, sink area and loading docks.

8. The Caterer shall be responsible for kitchen clean up following a catered event. The kitchen floor shall be swept and mopped. Any area in the Center in which food has been served and consumed shall be swept clean. The Caterer shall also remove and place in the Center dumpster all trash, un-served leftover food portions and food scraps generated by the event that was catered. It is recommended that any un-served portions of leftover food are not taken home by the guests for later consumption. Improper storage, handling and transportation of food by the guests may result in contamination of the product and food borne illness could result. A fee sufficient to cover the actual cost of cleanup, but no less than Two Hundred Fifty Dollars and no/100 (\$250.00) will be assessed the Caterer if they fail to do so. All the above mentioned tasks shall be done in a timely manner and the Cater shall provide adequate staff to accomplish it. In the event the Caterer is performing a drop-off of food for an event of fifty (50) people or more, the Caterer will supply at least one (1) employee at the Center to clear all tables and empty all trash and food scraps that is generated by the event. The premises shall be inspected by a representative of the Center at the end of the Caterer's event. The Caterer shall furnish tablecloths for ALL serving and dining tables, and all tabletop items necessary to serve a meal function. These items include but are not limited to china, flatware, glassware, napkins, tablecloths, sugar, creamer, coffeepots, hollowware, salt and pepper shakers. The Center will not be responsible for any equipment, supplies or food that is left at the Center, whether rented or owned by the Caterer.

9. It is the Caterer's responsibility to notify the Director of the Center of the following information:

- A) Date and name of event and number of people the Caterer will be catering.
- B) The expected time that the Caterer needs to gain entry into the Center.

10. The Center grants the Caterer the exclusive right to sell food at any event for which the Caterer has been engaged; however, the Center may permit others to sell food and beverage at other events being held at the same time on the premises.

11. The Caterer shall comply with all standards, ordinances, laws and regulations that may regulate such service under this Agreement and shall secure all permits or licenses, which may be required. The Caterer shall comply with all applicable laws and regulations concerning employment and non-discrimination. The Caterer, its agents and employees, being a support group for the Center, shall practice good public relations while working at the Center. The Caterer shall be responsible for all conduct of its agents and employees during its service under this Agreement. The Caterer, its agents or employees, on the premises of the Center while providing catering services, will consume no alcoholic beverages.

12. The Caterer shall not make any improvements, additions or alterations to the premises of the Center without the written consent of the Director of the Center.

13. The Caterer will be liable to the Center for any damages caused to the kitchen equipment or any other property of The Center which is caused by the negligence of the Caterer, its agents or employees.

14. The Center, through the Director shall have the right at all times to inspect the food and food products provided in the Center and to reject any such products which he/she determines do not comply with the terms of this Agreement. The Director of the Center shall also have the right at all times to inspect all equipment, material, service, wares and utensils to



ascertain proper state of repair, adequate quantities and appropriate quality, whether these items are supplied by the Director of the Center or the Caterer.

15. The Caterer must properly and accurately record on a timely basis all transactions affecting results of operations for which the Caterer is responsible under this Agreement and upon proper notice shall permit any audit inspections as may be desired by the Center.

16. No signs, posters, lithographs, cards, banners, plaques, displays or other similar materials used for advertising purposes shall be installed, posted, located or maintained by the Caterer upon the premises, nor shall there be any solicitation on the premises.

17. This Agreement shall supersede any and all catering agreements previously made and entered between the Center and the Caterer. The Center also agrees and shall honor this Agreement if the representative of the Caterer, who is duly authorized to sign this Agreement, is no longer employed or associated with the caterer. In the event of a personnel change by the Caterer in the responsible person under this Agreement, the Caterer shall notify the Center within two (2) business days of such change and provide the new contact information for the Caterer. The Caterer recognizes the City is responsible for approving all Agreement with Preferred Caterers and shall not be placed on the Preferred Caterers' List until such approval is obtained.

18. All alcoholic beverages shall be provided solely by the Center or its designated provided under its liquor, wine and bar license.

19. The Caterer agrees to fully and completely and does hereby release, relieve, hold harmless and indemnify the City and the Center, and all of their officers, agents, servants and employees from and against any and all liability for personal injury, property damage or damage of any kind or nature sustained by any person, firm, corporation or other legal entity, that may occur as a result of Caterer's occupation and use of the Center. Said indemnify shall include the obligation to defend any and all suits, claims, and actions arising out of, or connected in any way with the use of the Center.



## Morrow Center Preferred Catering Contract

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
CITY OF MORROW

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

Notice to City to be provided to

Stephen Sullivan  
Director, Morrow Center  
1180 Southlake Circle, No. 100  
678-300-7282  
678-833-2581 (fax)  
ssullivan@cityofmorrow.com

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX

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E-MAIL

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

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**CITY COUNCIL AGENDA ITEM**

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**TO:** City Council

**DATE:** January 22, 2010

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of the Preferred Caterer's Criteria to be used for the Morrow Center**

**MEETING DATE:** Tuesday, January 26, 2010

---

*Supporting Documentation – see attached*

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

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

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

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

**PLACED ON AGENDA FOR: APPROVAL**

**REMARKS:**

## Morrow Center

### Preferred Caterer's Criteria

Caterers wishing to be included on the Morrow Center List of Preferred Caterers shall apply to the City of Morrow, completing an application form and all required accompanying documentation. The Morrow Center shall develop a List of Preferred Caterer's consisting of a total of five to seven caterers. The list shall be developed to include a range of styles and pricing options for the ultimate clients at the Morrow Center. Once selected as a Preferred Caterer, the Caterer shall conform with all Policies and Procedures of the Morrow Center and with its Contract as a Preferred Caterer.

The following are minimum qualifications that must be demonstrated by each Caterer seeking inclusion on the Preferred Caterer list:

1. Insurance minimum as stated below:

A. Comprehensive General Liability Insurance:

- 1) Bodily Injury - \$1,000,000.00 each occurrence;
- 2) Property Damage - \$1,000,000.00 each occurrence.

B. Products Liability Insurance:

- 1) Bodily Insurance - \$1,000,000.00 each occurrence;
- 2) Property Damage - \$1,000,000.00 each occurrence.

2. Current Business License.

3. Current Health inspection certificate and food permit (if applicable).

4. Caterer must provide breakfast, lunch and dinner/receptions for 300+ and all levels from Buffet, plated and reception styles. The quality of food and presentation must be comparable to the level of quality provided by the Morrow Center.

5. Caterer must maintain a website that includes general pricing information and offers illustrative examples of food offerings.

6. Caterers shall be located no more than a 40 mile radius from the Morrow Center to allow for timely deliveries to events.

7. Caterers shall abide by all Policies and Procedures of the Morrow Center including the Preferred Caterer's Contract.

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

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**CITY COUNCIL AGENDA ITEM**

---

**TO:** City Council

**DATE:** January 22, 2010

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of the Fee Schedule to be used for the Morrow Center.**

**MEETING DATE:** Tuesday, January 26, 2010

---

*Supporting Documentation – see attached*

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

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

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

**APPROVAL BY CITY ATTORNEY** () **APPROVED**      ( ) **NOT APPROVED**

**PLACED ON AGENDA FOR: APPROVAL**

**REMARKS:**



## Fee Schedule

<b>Ballroom Rental</b>	<b>Mon-Friday am</b>	<b>Mon-Thur. pm</b>	<b>Friday-Sun pm</b>	<b>Sat-Sun am</b>	<b>Saturday pm</b>
Full Ballroom -	\$1000	\$1250	\$1550	\$1550	\$2550
Ballroom I	\$750	\$950	N/A	N/A	N/A
Ballroom II	\$600	\$700	N/A	N/A	N/A
Ballroom I & II	\$850	\$1100	N/A	N/A	N/A
Ballroom III or IV	\$500	\$600	N/A	N/A	N/A

Time: Based on 8am-4:00pm or 5:00pm to 12:00am (from 1<sup>st</sup> arrival for set-up to last person leaving).  
Day/Night 10 hour maximum (within 8:00am to 12:00am) for 50%+ for the entire space listed above.

Up to 320 chairs and 32 60" round tables provided based on rental space. Other options available.  
Rehearsal - \$150 for 2 hours, subject to availability (no set-ups included).

<b>Meeting Rental</b>	<b>Monday-Friday am</b>	<b>Mon-Thur. pm</b>	<b>Friday-Sun pm</b>	<b>Sat-Sun am</b>	<b>Saturday pm</b>
Rather, Redd or Griffith Room	\$300	\$500	\$600	\$600	\$700
2 Meeting Rooms	\$500	\$650	\$750	\$750	\$850
3 Meeting Rooms	\$600	\$750	\$850	\$850	\$950

Time: Based on 8am-4:00pm or 5:00pm to 12:00am (from 1<sup>st</sup> arrival for set-up to last person leaving).  
Day/Night 10 hour maximum (within 8:00am to 12:00am) for 50%+ for the entire space listed above.

Tables provided based on room set-ups (Board room /Classroom Style or 60" round tables).  
Chairs either Ergonomic or High End Banquet Chairs. Other options available.

### Confirmation

**A refundable security deposit of 50% of rental fee is required to reserve the facility.** This security deposit is fully refundable (based on final condition of Center at the end of your event). **The rental fee is separate from the security deposit and must be paid in advance of your actual event date.**

Cancellation must be submitted in writing to the Morrow Center.

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

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**CITY COUNCIL AGENDA ITEM**

---

**TO:** City Council

**DATE:** January 22, 2010

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of the Preferred Caterers Invitation to be used for the Morrow Center**

**MEETING DATE:** Tuesday, January 26, 2010

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*Supporting Documentation – see attached*

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

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

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

**APPROVAL BY CITY ATTORNEY** () **APPROVED** () **NOT APPROVED**

**PLACED ON AGENDA FOR: APPROVAL**

**REMARKS:**

# Preferred Caterers for the Morrow Center

The City of Morrow, Georgia is pleased to inform you that the Morrow Center will be opening in December, 2009. Conveniently located off of I-75 (exit 233), we are next to the Southlake Shopping Center. Our 28,000 sq ft facilities will be opening for Holiday, wedding, trade, corporate and social events. There are 3 meeting rooms that can seat up to 24/48 people in various seating configurations with full A/V capabilities (drop down screens, LCD TV / Projector, etc.). The full sized 4,700 sq ft ballroom can seat over 300 people in banquet style seating and up to 600 for receptions. The ballroom can be divided into 4 separate usable spaces. In addition, the pre-function area allows a host of options along with an optional food lounge area. A full catering kitchen will support the ballroom as well as a lounge area with built-in banquet station as well as break-out stations to service the meeting rooms.

Our catering kitchen will feature Walk in Cooler, Commercial dishwasher, 3 Auto Shams, Hot Line, Induction Buffet (in Lounge), Convection Oven, Roll Racks/Bun Pans, Coffee/Tea Stations, Gravity Ice Machine Station, Reach in Commercial Refrigerators and Freezer, etc. We will also provide high end banquet chairs, ergonomic meeting chairs, classroom, rectangular and round tables along with a business center.

The center is being built to IACC (International Association of Conference Centers) and Marriott standards keeping the facilities cutting edge and set to a higher standard in the industry.

The Morrow Center under the City of Morrow, Georgia is developing a Preferred Caterer's List for the convenience of clients planning events at the Morrow Center. Whether a small meeting, intimate reception or large banquet, the Center is seeking caterers who can provide quality services in varied price ranges. Our Preferred Caterers will be recommended to clients as industry leaders who have a good working relationship with the City and a demonstrated understanding of the Morrow Center's catering policies.

## **Benefits**

The Preferred Caterers will receive several benefits from their association with the Morrow Center. They will be:

- Recommended to Morrow Center clients as excellent service providers
- Listed in the Morrow Center rental and booking packages, which will be distributed by hard copy and online at MorrowCenter.com.
- Provided the above services at no cost

## **Application Process**

Application to the Preferred Caterer's List is a two-step process:

**Step A:** Please complete the enclosed Morrow Center Policy application forms 1-3 and return them, with enclosures, in the self-addressed envelope provided for your convenience.

☺ Signed catering agreement. (Form 1 of 3)

- ⌚ Copy of business and catering licenses, health department permits and inspection reports, where available, and copy of insurance certificate (Form 2 of 3)
- ⌚ List of bank and trade references (Form 3 of 3)

**Step B:** As the second step of the application process, please tour the facility prior to the opening to become familiar with the staff, equipment and operational policies. At that time you will be asked to provide a current menu. As contact information, prices and menu selections change, the caterer will be responsible for providing updated information to Morrow Center staff as soon as possible.

**Terms of Service for Preferred Caterers**

Businesses will remain on the Preferred Caterer's List until June 30, 2010 (City fiscal calendar). Morrow Center staff will review the caterers' performance at the end of each fiscal year in June and extend the term for an additional year for those who both served our clients well according to the Client's Evaluation of Preferred Caterers form and also respected the facility as described in the application policies and procedures below. Caterers wishing to have their names removed from the Preferred Caterers List should submit a request to do so in writing.

**Client Evaluation of Preferred Caterers**

Morrow Center clients will be asked to evaluate their caterer's services based on the factors listed on the "Evaluation of Preferred Caterers" form. These factors include quality of food preparation, professional attire, courtesy, adherence to clean up procedures, etc. Caterer's receiving three (3) overall unsatisfactory evaluations within a year's time will be informed in writing that they have been eliminated from the Preferred Caterer's List. The Center's staff will provide the caterer a copy of the written evaluation(s) upon request. A blank copy of the evaluation is enclosed for review. The Morrow Center will be a welcome asset to the City of Morrow and the surrounding areas of Clayton & Henry Counties. Please complete and return the enclosed application materials in the envelope provided for your convenience. Should you have questions or comments on the enclosed, do not hesitate to contact me.

Sincerely,

Stephen Sullivan  
Morrow Center Director  
1180 Southlake Circle  
Suite 100  
Morrow, Georgia 30260  
Phone (678)300-7282  
E-mail [ssullivan@cityofmorrow.com](mailto:ssullivan@cityofmorrow.com).

**CITY OF MORROW**

1500 Morrow Road  
Morrow, GA 30260

---

**CITY COUNCIL AGENDA ITEM**

---

**TO:** City Council

**DATE:** January 22, 2010

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of a Proclamation honoring Jean Peacock for her service to the Morrow United Methodist Church for 38 years which will be presented by her church family on January 31, 2010 at the Morrow UMC.**

**MEETING DATE:** Tuesday, January 26, 2010

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*Supporting Documentation – see attached*

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

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

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

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

**PLACED ON AGENDA FOR: APPROVAL**

**REMARKS:**

## *PROCLAMATION*

*WHEREAS*, Mrs. Jean Peacock began her 38 year legacy of administrative service in the City of Morrow by filling in as secretary for Pastor Emory Brackman at Morrow First United Methodist Church in 1972;

*WHEREAS*, Mrs. Jean Peacock has since served 10 Senior Pastors and helped to train each of them in “the ways and people of Morrow and Morrow First United Methodist Church;”

*WHEREAS*, Mrs. Jean Peacock was a Co-founder for the church’s library; was a Newspaper Correspondent for the Clayton Sun and wrote several articles for the Clayton News-Daily;

*WHEREAS*, Mrs. Jean Peacock has been honored on several occasions through the years by her church and community and was named “Christian Educator of the Year” by United First Methodist Church in 2004.

*WHEREAS*, Mrs. Jean Peacock has served her local community in numerous civic organizations and continues to be active in “Open Arms Outreach International,” which recognized her as Volunteer of the Year in 2008.

*NOW THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW* that January 31, 2010 is proclaimed as “*Jean Peacock Day*” in the City of Morrow.

Dated this 31<sup>st</sup> day of January, 2010.

---

Jim Millirons, Mayor  
City of Morrow, Ga.

## Jean Peacock Retires After 38 Years at Morrow First UMC

*Written by Diane Ide*

January 31, 2010 is Jean Peacock's final day in a 38 year legacy of administrative service to Morrow First UMC. In a day when it's rare to spend so many years with one employer, it's important to understand her roots which began with her attendance at Trinity Methodist Church in Atlanta. It was there where, according to the July 1953 Trinity Evangel, then teen Jean (Watson) was one of "eight of our very finest young people who have dedicated their lives to service to Christ through the church." As a result, the church sponsored her attendance at Young Harris from 1953-1955, and then at Emory University from 1955-1957.

Jean then married Jon Peacock and taught first grade at East Clayton Elementary until her children came along. She and Jon joined Morrow First in 1968 and she jumped right into teaching Sunday School, working with VBS, putting up the bulletin boards, and numerous other volunteer positions. It was in April 1972 when Pastor Emory Brackman enlisted Jean to fill in as secretary at Morrow that her Morrow legacy really begins. The church had recently moved to its current location and the office consisted of only an IBM Selectric typewriter, a mimeograph, a folding machine, a paper cutter and a pencil sharpener. She immediately set about organizing files and keeping records – trademark tasks for Jean! She can not only put her hands right on any document that's needed, it usually has one of her famous typewritten notes attached to it!



Jean Peacock 1972

Jean has served 10 senior pastors and an equal number of associates and while that kind of "boss turnover" could be challenging to most, she fondly recalls the qualities of each one that she's helped to "train in the ways and people" of Morrow First UMC. She recalls Rev. Sanford McDonald as "a saint in every respect;" the Rev. Jim Higgins, who was 34 when he came to lead Morrow First as "wise beyond his years" and says she cherishes the long-term relationship with others such as Rev. Bill Childs. She describes Rev. Dean Milford as "administratively-wise," attributing him with developing many of the church's policies and job descriptions and Rev. Bill Jackson as energetic and entertaining – often taking the staff to the Varsity in Atlanta.



Jean receives plaque commemorating 30 years service to Morrow First UMC  
From Lay Leader Diane Cox and Rev. Bill Jackson in 2002

Some of her greatest contributions and fondest memories include co-founding the church's library, writing the skit for the church's 1970 centennial celebration, being a newspaper correspondent for the Clayton Sun and writing numerous articles for the Wesleyan Christian Advocate and Clayton News-Daily. She has been honored on several occasions throughout the years by multiple groups within the church and the community, including the church's Christian Educator of the Year award in 2004.

Says Jean, "what I value the most are the friendships with church volunteers and staff that I've formed over the years. I continue to hear from many of those who've moved on." Jean and Jon have two children, nine grandchildren, and one great-granddaughter. She has served the local community in numerous civic organizations in the past and continues to be active in Open Arms Outreach International, which recognized her as Volunteer of the Year in 2008.

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

---

**CITY COUNCIL AGENDA ITEM**

---

**TO:** City Council

**DATE:** January 22, 2010

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of the variance for the First Baptist Church of Morrow located at  
1647 Lake Harbin Road.**

**MEETING DATE:** Tuesday, January 26, 2010

---

*Supporting Documentation – see attached*

---

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

**CITY ATTORNEY APPROVAL REQUIRED:**       YES       NO

**CITY ATTORNEY REVIEW REQUIRED:**       YES       NO

**APPROVAL BY CITY ATTORNEY**       APPROVED       NOT APPROVED

**PLACED ON AGENDA FOR: PUBLIC HEARING AND APPROVAL**

**REMARKS:**

**Presented to the City of Morrow  
Planning and Zoning Board  
January 19, 2010**

**First Baptist Church of Morrow  
1647 Lake Harbin Road**

*The First Baptist Church of Morrow has requested a subdivision and variance of property located at **1647 at Harbin Road**, variance to the Zoning Code Appendix A, Section 917 Public Institutional.*

**Staff Recommendation:**

Subdivide 1647 Lake Harbin Road

Recommend the following Variances for 1647 Lake Harbin Road

**Five-foot variance on side yard**

The required side yard setback for Public Institutional is 25 feet. Once the property is subdivided, the setback on the east side of the building will only be 20 feet on the east side; therefore, a five-foot variance is requested.

**Twenty-three foot variance on lot width**

The required lot width for Public Institutional is 75 feet. Once the property is subdivided, the lot width will only be 52 feet. Therefore, a five-foot variance is requested.



First Baptist Church  
OF MORROW

1647 Lake Harbin Road  
Morrow, Georgia 30260  
www.fbcmorrow.org

Phone: 770.961.9270  
Facsimile: 770.961.7532  
fbcm@fbcmorrow.org

November 30, 2009 Reverend R. Thomas Quisenberry, Pastor

Ms Sylvia Redic  
Planning and Zoning Board  
City of Morrow  
1500 Morrow Road  
Morrow, GA 30260

Dear Ms. Redic:

This is a request for review and approval of subdivision of the property of the First Baptist Church of Morrow. It is not anticipated that any physical change will occur to the property affected as a direct result of this subdivision, or that the operations currently conducted on the property will change. The purpose of this request is simply to allow the Good Shepherd Clinic to take ownership of the building in which it currently operates on the property of the First Baptist Church. The agreement reached between the Church and the Clinic (separate legal entities) for this sale includes a provision that the Church shall have the irrevocable option to repurchase the property should the Clinic cease to use the property for the operation of a free health clinic.

Attached is a plat showing the property that would be sold to the Clinic, comprising the building known as "the Murphy House" and the grassy area immediately surrounding the house, an area of .235 acres. Also attached is a plat showing the Church property as it would exist after subdividing the lot for the Clinic area. The Church's property, minus the Clinic area, would be 6 acres. The agreement reached between the Church and the Clinic for this sale includes a provision that the Clinic shall have access to use a portion of the Church's parking lot for the parking of its workers and patients.

There would be no impact on existing streets or on the demand for water, sewer or gas lines as a result of the requested subdivision. This subdivision would not necessitate any new signage.

Please direct any questions regarding this request to the undersigned at 1985 Surrey Lane, Jonesboro, GA 30236, telephone 770-471-7155. Please provide any notice of hearing regarding this request to me and/or to the pastor of the Church, Thomas Quisenberry, at the address shown on the letterhead.

Thank you very much for your consideration of this request.

Sincerely,

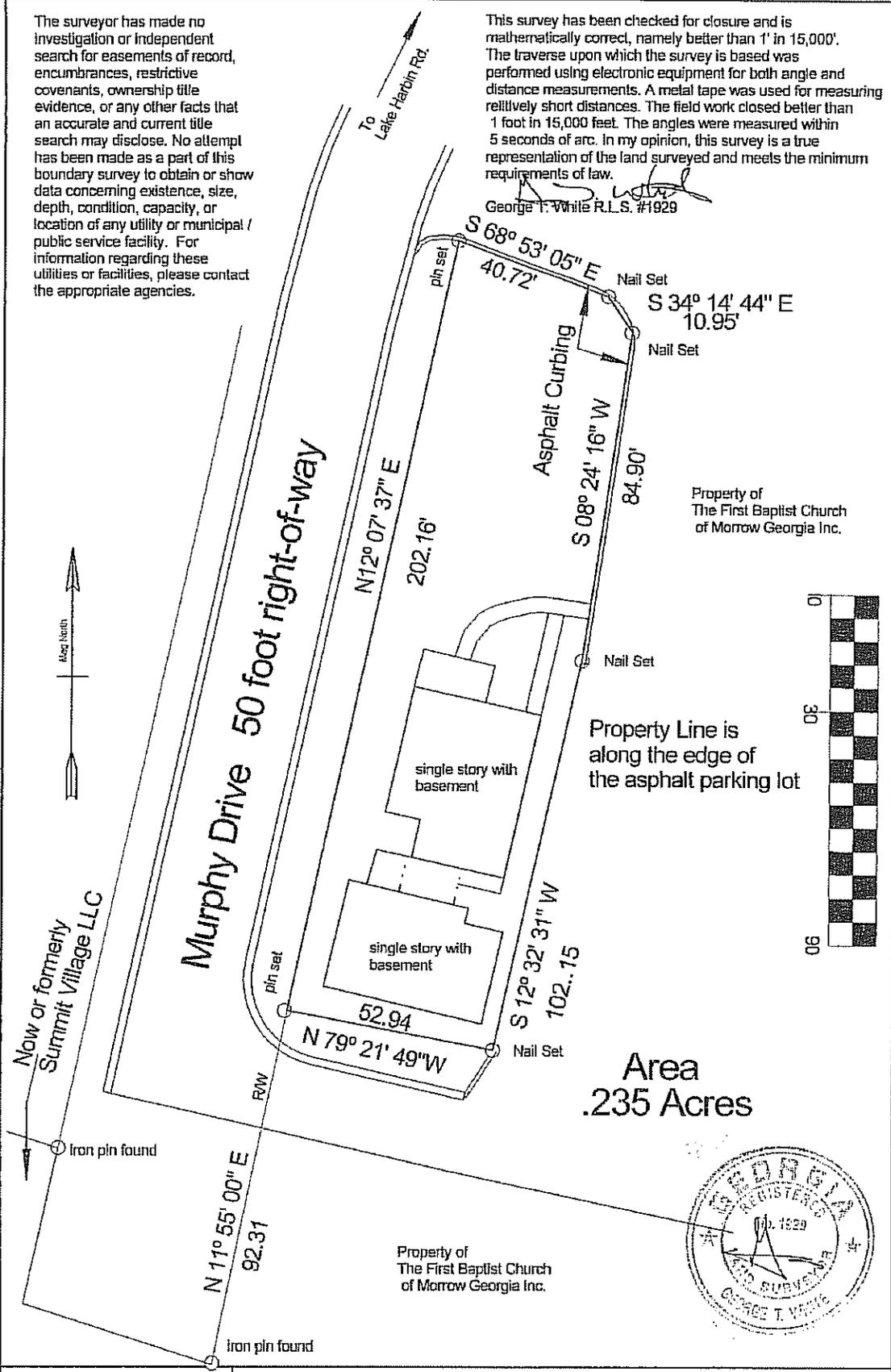
Thomas B. Hawkins

Embracing the World with Hope

The surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal / public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies.

This survey has been checked for closure and is mathematically correct, namely better than 1' in 15,000'. The traverse upon which the survey is based was performed using electronic equipment for both angle and distance measurements. A metal tape was used for measuring relatively short distances. The field work closed better than 1 foot in 15,000 feet. The angles were measured within 5 seconds of arc. In my opinion, this survey is a true representation of the land surveyed and meets the minimum requirements of law.

George T. White R.L.S. #1929

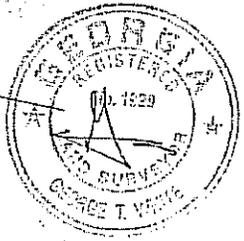


Property of The First Baptist Church of Morrow Georgia Inc.

Property Line is along the edge of the asphalt parking lot

Area .235 Acres

Property of The First Baptist Church of Morrow Georgia Inc.



George T. White R.L.S. S  
5439 Wahsega Way  
Lake City, GA 30260  
(404) 361-9316  
KN4NG@comcast.net

## Survey For The First Baptist Church of Morrow, GA Inc.

Plat Date  
Sept. 17th  
2009

Survey Date  
Sept. 16,  
2009

Located in Land Lot 114 of the 12th District  
of Clayton County, GA

Scale 1"=30'

### Written Description

All of that tract or parcel of land lying and being in Land Lot 114 of the 12<sup>th</sup> District of Clayton County, Ga and being more particularly described as follows:

To arrive at the True Point of Beginning, Commence at an iron pin found marking the Southwesterly property corner of The First Baptist Church of Morrow, Georgia Inc., said iron pin is also on the southeasterly right-of-way of Murphy Drive as described in Deed Book 1689 Page 99,

THENCE along said right-of-way, N 11° 55' E a distance of 92.31' to an iron pin set and the True Point of Beginning;

THENCE from said Point of Beginning along said right-of-way of Murphy Drive, N 12° 07' 37" E, a distance of 202.16' to an iron pin set;

THENCE leaving the right-of-way of Murphy Drive and along the back of an asphalt curb, S 68° 53' 05" E a distance of 40.72' to a nail set;

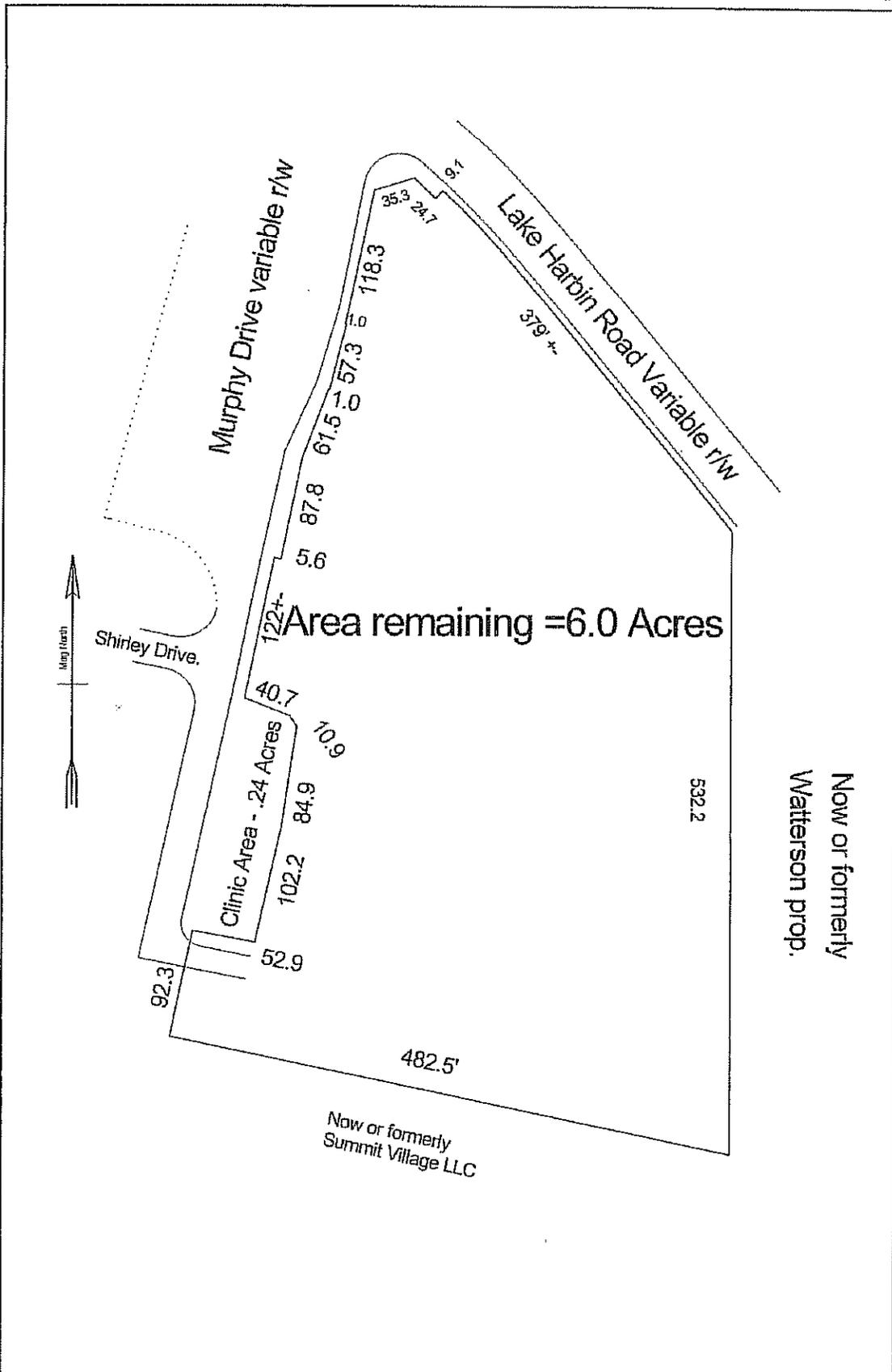
THENCE S34° 14' 44" E a distance of 10.95' to a nail set;

THENCE along the back of an asphalt curb S 08° 24' 16" W a distance of 84.90' to a nail set;

THENCE along the edge of an asphalt parking lot, S 12° 32' 31" W a distance of 102.15' to a nail set;

THENCE N 79° 21' 49" W a distance of 52.94' to The True Point Of Beginning;

Said Tract contains .235 Acres



Now or formerly  
Watterson prop.

George T. White R.L. S  
5439 Wahsega Way  
Lake City, GA 30260  
(404) 361-9316  
KN4NG@comcast.net

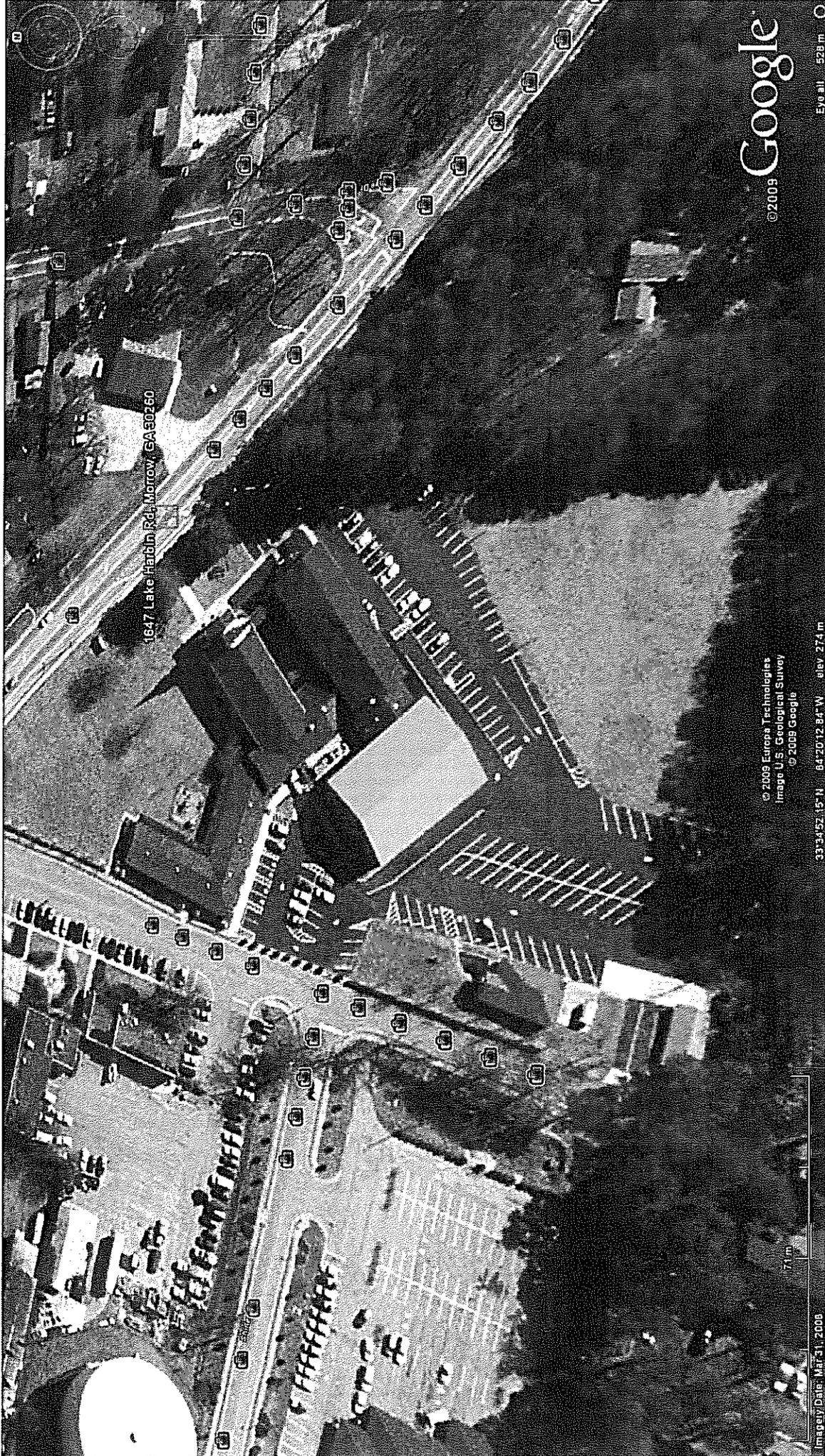
Composite Drawing For  
The First Baptist Church of Morrow, GA Inc.

Plat Date  
November 6  
2009

Survey Date  
no field work  
performed

Located in Land Lot 114 of the 12th District  
of Clayton County, GA

Scale 1"=100'



1647 Lake Harbin Rd, Morrow, GA 30260

...ELECTRONIC...

© 2009 Google

© 2009 Europa Technologies  
Image U.S. Geological Survey  
© 2009 Google

33°34'52.15"N 84°20'12.84"W · elev. 274 m

Image Date: Mar 31, 2008

7.1 m

Eye alt. 526 m

H-31690

**WARRANTY DEED WITH  
REVERSIONARY INTEREST**

Draw Deed Only - No title Examination

STATE OF GEORGIA

LAW OFFICES

HODGES, MCEACHERN & KING

177 North Main Street

Jonesboro, Georgia 30236

(770)473-0072

COUNTY OF CLAYTON

THIS INDENTURE is made this \_\_\_\_ day of \_\_\_\_\_ 2009 between the **FIRST BAPTIST CHURCH OF MORROW, GEORGIA, INC.**, as party or parties of the first part (hereinafter called "Grantor"), and **GOOD SHEPHERD CLINIC, INC.**, which clinic directors are currently Bert Watkins (CEO), L.C. Thomas (CFO), and Mike Mead (Secretary) as party or parties of the second part (hereinafter called "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns, where the context requires or permits).

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE DOLLARS (\$1.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee.

SEE EXHIBIT "A" ATTACHED HERewith AND MADE A PART HEREOF

Pursuant to an Agreement reached by, between and among the Ad Hoc Deacon Clinic committee, as adopted by the grantor church in conference and its respective Deacons, hereinafter set forth, and the Good Shepherd Clinic Directors on May 13, 2009, it is agreed for the consideration of one dollar and no cents (\$1.00) in hand paid, grantor conveys to grantee the property described on Exhibit A Written Description, attached hereto and made a part hereof, pursuant to the following terms and conditions.

A. If the grantee should decide to no longer utilize these premises for its operations, the grantor shall have the irrevocable option to repurchase the property from the grantee for the sum of One dollar (\$1.00).

B. The grantee shall have access to use a portion of the church's parking lot for the parking of its workers and patients, and to minimize conflicts in the need for parking, the grantee agrees not to schedule activities on the Exhibit A property on Wednesday evenings or Sundays.

C. The grantee will assume and honor the church's agreement under which the Cross Keys Counseling Center utilizes a portion of the downstairs of the Murphy House located on caption property to provide counseling services.

D. The grantee will research what is required and will take action to disconnect the Murphy House property from the utility lines and meters which currently serve both the grantor's and Exhibit A property. (Currently, the Murphy House located on the Exhibit A property is served by both a gas line and a water line that are connected to meters that also serve grantor's other real property.)

E. Grantee shall maintain hazard insurance and umbrella liability policy of at least \$1,000,000 and indemnify and hold harmless grantor for injuries or damages caused by or to any guests, invitees, visitors, associated even remotely with grantee's activities on caption property.

Caption property cannot otherwise be conveyed, encumbered or secured without grantor's express written consent.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever, IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed this Deed the day and year first above written.

The First Baptist Church  
of Morrow, Georgia, Inc.

\_\_\_\_\_(SEAL)  
\_\_\_\_\_, Trustee

Signed, sealed, delivered and  
notarized on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2009, in the  
presence of

\_\_\_\_\_(SEAL)  
\_\_\_\_\_, Trustee

\_\_\_\_\_(SEAL)  
\_\_\_\_\_, Trustee

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public, State of Georgia  
My Commission expires: \_\_\_\_\_

Good Shepherd Clinic, Inc.

\_\_\_\_\_(SEAL)  
Bert Watkins, CEO

Signed, sealed, delivered and  
notarized on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2009, in the  
presence of

\_\_\_\_\_(SEAL)  
L.C. Thomas, CFO

\_\_\_\_\_(SEAL)  
Mike Mead, Secretary

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public, State of Georgia  
My Commission expires: \_\_\_\_\_

EXHIBIT A

Written Description

All of that tract or parcel of land lying and being in Land Lot 114 of the 12<sup>th</sup> District of Clayton County, Ga and being more particularly described as follows:

To arrive at the True Point of Beginning, Commence at an iron pin found marking the Southwesterly property corner of The First Baptist Church of Morrow, Georgia Inc., said iron pin is also on the southeasterly right-of-way of Murphy Drive as described in Deed Book 1689 Page 99,

THENCE along said right-of-way, N 11° 55' E a distance of 92.31' to an iron pin set and the True Point of Beginning;

THENCE from said Point of Beginning along said right-of-way of Murphy Drive, N 12° 07' 37" E, a distance of 202.16' to an iron pin set;

THENCE leaving the right-of-way of Murphy Drive and along the back of an asphalt curb, S 68° 53' 05" E a distance of 40.72' to a nail set;

THENCE S34° 14' 44" E a distance of 10.95' to a nail set;

THENCE along the back of an asphalt curb S 08° 24' 16" W a distance of 84.90' to a nail set;

THENCE along the edge of an asphalt parking lot, S 12° 32' 31" W a distance of 102.15' to a nail set;

THENCE N 79° 21' 49" W a distance of 52.94' to The True Point Of Beginning;

Said Tract contains .235 Acres

Being improved property per survey for the First Baptist Church of Morrow, Georgia, Inc. by George T. White, RLS# 1929, dated September 17, 2009.

**PLANNING AND ZONING BOARD**

**Minutes**

**January 19, 2010**

**PRESENT:** Shirley Watterson Chairperson  
Buck Shirley, Vice Chairman  
John Maner, Secretary  
Clyde Jeffreys, Member  
Tamara Patridge, Member

The regular meeting of the Planning and Zoning Board was held Tuesday, November 17, 2009 in the Council Chambers of the Morrow Municipal Complex, 1500 Morrow Road, Morrow, Georgia 30260. Chairperson Watterson called the meeting to order at 7:30 p.m.

Pledge of Allegiance – All  
Invocation – Secretary John Maner

**Approval of Minutes:** November 17, 2009

Chairperson Watterson presented the minutes and called for questions or corrections from the members, there being none the minutes were approved as presented.

**Public Hearing:** The First Baptist Church of Morrow requested a subdivision and variance for the property located at 1647 Harbin Road, variance to the Zoning Code Appendix A, Section 917 Public Institutional, presented by Tom Hawkins.

Vice Chairman Buck Shirley asked for permission to abstain from the discussion and decision as he is a member and Deacon of the First Baptist Church of Morrow, permission was granted.

Tom Hawkins explained that the subdivision was to ensure the Good Shepherd Clinic could receive grant funding. He went on to explain that the clinic had been serving the community for 10 years and that should the clinic cease operations, the church would buy it back for one dollar.

**Item 1:** **Approval of subdivision for 1647 Lake Harbin Road:**  
Chairperson Watterson called for a motion to approve the subdivision of 1647 Lake Harbin Road conditional upon applicant securing the necessary variance for use of the property as proposed. Secretary John Maner made the motion to approve, seconded by Member Tamara Patridge, the motion passed unanimously.

**Item 2:**                    **Recommendation on variance for 1647 Lake Harbin Road:**  
Chairperson Watterson called for a motion to recommend the variances of 5 feet to the side yard and 23 feet to the lot width for the property located at 1647 Lake Harbin Road.

Secretary John Maner made the motion to approve, seconded by Member Clyde Jeffreys, the motion passed unanimously.

**Public Hearing:** Request for rezoning for SFS Enterprises, Inc. for 6309 Jonesboro Road (BP Fuel). The request addresses the rezoning of the parcel from Mixed Use to General Business, presentation by Jason Brown and Chuck Spinks.

The presenters and the Planning and Zoning Board discussed the size of the parcel and how it restricted the uses for the land, they addressed concerns about the traffic flow onto Morrow Road.

Jason Brown suggested that the size of the parcel and the elevations between this corner lot and the neighboring lots restriction options insofar as additional drives in and out of the station.

The Planning and Zoning Board asked for engineered drawings instead of a concept plan and Mr. Spinks explained that the owner had stated that he could not invest in drawings unless he knew that the rezoning would be approved, as it was an expensive process.

Mr. Spinks and Mr. Brown pointed out that while the rezoning was to General Business that they had made plans to adhere to the Mixed Use architectural standards so that if the entire area surrounding the gas station remained Mixed Use, the gas station would maintain continuity.

**Item 1:**                    **Recommendation on Rezoning for 6309 Jonesboro Road:**

Chairperson Watterson called for a motion to recommend the rezoning for 6309 Jonesboro Road. Vice Chairman Buck Shirley made a motion to deny the rezoning. There was no second. Secretary John Maner then made a motion to approve the rezoning with staff recommended conditions.

1. All exterior design must comply with the Mixed Use

Zoning requirements (Section 915) and be approved through an architectural review.

2. Fence shall be built on the property and shall be made using wrought iron and in compliance with the Mixed Use Zoning requirements (Section 915).
3. Sidewalks must be built in compliance with BG zoning 5 feet in width and a 2-foot grass strip.
4. All other General Business requirements must be in compliance including parking space size and setbacks.

Member Jeffreys seconded the motion. The motion passed with three votes and one dissent from Vice Chairman Buck Shirley.

**Adjourn:**

Chairperson Watterson called for a motion to adjourn the meeting. Member Tamara Patridge made the motion to adjourn, seconded by Secretary Maner. The motion passed unanimously.

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

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**CITY COUNCIL AGENDA ITEM**

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**TO:** City Council

**DATE:** January 22, 2010

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of rezoning for 6309 Jonesboro Road (BP Fuel) from Mixed Use to  
General Business with conditions**

**MEETING DATE:** Tuesday, January 26, 2010

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*Supporting Documentation – see attached*

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

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

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

**APPROVAL BY CITY ATTORNEY** () **APPROVED** () **NOT APPROVED**

**PLACED ON AGENDA FOR: PUBLIC HEARING AND APPROVAL**

**REMARKS:**

**Presented to the City of Morrow  
Planning and Zoning Board  
January 19, 2010**

**SFS Enterprises, Inc. (BP Fuel)  
6309 Jonesboro Road**

*Request for rezoning for SFS Enterprises, Inc. for 6309 Jonesboro Road (BP Fuel). The request addresses the rezoning of the parcel from Mixed Use to General Business.*

The staff notes that the parcel's size cannot practically accommodate the Mixed Use Zoning requirements. There is no market for two uses on a parcel that size and therefore, the Mixed Use Zoning is unrealistic. Because redevelopment of a gas station is inherently problematic, the land use will likely continue as a gas station and Mixed Use Zoning may not be necessary for such a land use.

**Staff Recommendation:**

Recommend the Rezoning of 6309 Jonesboro Road with the following conditions:

**Building materials must comply with those set forth in the Mixed Use Zoning ordinance. (Section 915)**

1. In the BG or General Business Zoning, there are no requirements laid out for building materials. In order to ensure that the new gas station is a high quality addition that not stop interrupt the continuity of the future Mixed Use developments, the staff recommends the approval from the City Manager of all architectural design of the structure and it should comply with the requirements set for the in the Mixed Use Zoning code (Section 915).
2. A fence shall be constructed around the property and said fence shall be made with wrought iron and comply with the Mixed Use Zoning code (Section 915).
3. Sidewalks must comply with BG zoning (Section 8-6-15) which requires five-foot sidewalks and a two-foot grass strip.
4. All other General Business requirements must be in compliance including parking space size and setbacks.



## **PLANNING AND ZONING BOARD**

### **Minutes**

**January 19, 2010**

**PRESENT:** Shirley Watterson Chairperson  
Buck Shirley, Vice Chairman  
John Maner, Secretary  
Clyde Jeffreys, Member  
Tamara Patridge, Member

The regular meeting of the Planning and Zoning Board was held Tuesday, November 17, 2009 in the Council Chambers of the Morrow Municipal Complex, 1500 Morrow Road, Morrow, Georgia 30260. Chairperson Watterson called the meeting to order at 7:30 p.m.

Pledge of Allegiance – All  
Invocation – Secretary John Maner

**Approval of Minutes:** November 17, 2009

Chairperson Watterson presented the minutes and called for questions or corrections from the members, there being none the minutes were approved as presented.

**Public Hearing:** The First Baptist Church of Morrow requested a subdivision and variance for the property located at 1647 Harbin Road, variance to the Zoning Code Appendix A, Section 917 Public Institutional, presented by Tom Hawkins.

Vice Chairman Buck Shirley asked for permission to abstain from the discussion and decision as he is a member and Deacon of the First Baptist Church of Morrow, permission was granted.

Tom Hawkins explained that the subdivision was to ensure the Good Shepherd Clinic could receive grant funding. He went on to explain that the clinic had been serving the community for 10 years and that should the clinic cease operations, the church would buy it back for one dollar.

**Item 1:** **Approval of subdivision for 1647 Lake Harbin Road:**  
Chairperson Watterson called for a motion to approve the subdivision of 1647 Lake Harbin Road conditional upon applicant securing the necessary variance for use of the property as proposed. Secretary John Maner made the motion to approve, seconded by Member Tamara Patridge, the motion passed unanimously.

**Item 2:**                    **Recommendation on variance for 1647 Lake Harbin Road:**  
Chairperson Watterson called for a motion to recommend the variances of 5 feet to the side yard and 23 feet to the lot width for the property located at 1647 Lake Harbin Road.

Secretary John Maner made the motion to approve, seconded by Member Clyde Jeffreys, the motion passed unanimously.

**Public Hearing:**    Request for rezoning for SFS Enterprises, Inc. for 6309 Jonesboro Road (BP Fuel). The request addresses the rezoning of the parcel from Mixed Use to General Business, presentation by Jason Brown and Chuck Spinks.

The presenters and the Planning and Zoning Board discussed the size of the parcel and how it restricted the uses for the land, they addressed concerns about the traffic flow onto Morrow Road.

Jason Brown suggested that the size of the parcel and the elevations between this corner lot and the neighboring lots restriction options insofar as additional drives in and out of the station.

The Planning and Zoning Board asked for engineered drawings instead of a concept plan and Mr. Spinks explained that the owner had stated that he could not invest in drawings unless he knew that the rezoning would be approved, as it was an expensive process.

Mr. Spinks and Mr. Brown pointed out that while the rezoning was to General Business that they had made plans to adhere to the Mixed Use architectural standards so that if the entire area surrounding the gas station remained Mixed Use, the gas station would maintain continuity.

**Item 1:**                    **Recommendation on Rezoning for 6309 Jonesboro Road:**

Chairperson Watterson called for a motion to recommend the rezoning for 6309 Jonesboro Road. Vice Chairman Buck Shirley made a motion to deny the rezoning. There was no second. Secretary John Maner then made a motion to approve the rezoning with staff recommended conditions.

1. All exterior design must comply with the Mixed Use

Zoning requirements (Section 915) and be approved through an architectural review.

2. Fence shall be built on the property and shall be made using wrought iron and in compliance with the Mixed Use Zoning requirements (Section 915).
3. Sidewalks must be built in compliance with BG zoning 5 feet in width and a 2-foot grass strip.
4. All other General Business requirements must be in compliance including parking space size and setbacks.

Member Jeffreys seconded the motion. The motion passed with three votes and one dissent from Vice Chairman Buck Shirley.

**Adjourn:**

Chairperson Watterson called for a motion to adjourn the meeting. Member Tamara Patridge made the motion to adjourn, seconded by Secretary Maner. The motion passed unanimously.

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

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**CITY COUNCIL AGENDA ITEM**

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**TO:** City Council

**DATE:** January 22, 2010

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of a Resolution to adopt the City of Morrow's 2009 Comprehensive Plan and Short Term Work Program Partial Updates.**

**MEETING DATE:** Tuesday, January 26, 2010

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*Supporting Documentation – see attached*

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

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

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

*APPROVAL BY CITY ATTORNEY ( ) APPROVED ( ) NOT APPROVED*

*PLACED ON AGENDA FOR: APPROVAL*

*REMARKS:*

STATE OF GEORGIA  
COUNTY OF CLAYTON

RESOLUTION NO. 2010-

**RESOLUTION TO ADOPT THE CITY OF MORROW'S 2009 COMPREHENSIVE  
PLAN AND SHORT TERM WORK PROGRAM PARTIAL UPDATES**

**WHEREAS:** the City of Morrow has prepared the partial updates to the Comprehensive Plan and Short Term Work Program; and

**WHEREAS:** The updates were prepared in accordance with the Georgia Department of Community Affairs (DCA) Minimum Planning Standards and were approved by both the Atlanta Regional Commission and the DCA; and

**WHEREAS:** The Mayor and Council of the City of Morrow will adopt these partial updates as a policy guide to generate local pride and enthusiasm about the future of the community, engage the interest of citizens in implementing the plan, and to provide a guide for everyday decision making.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MORROW: The Partial Updates for the City of Morrow Comprehensive Plan and Short Term Work Program as approved by the Atlanta Regional Commission and the Department of Community Affairs are officially adopted and put in place to guide decision making by local officials and community leaders.**

**SO RESOLVED** in a lawfully convened open session this 26th day of January 2010.

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

Attest:

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