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October 13, 2009

**CITY OF MORROW, GEORGIA  
Regular Meeting**

7:30 pm

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**CALL TO ORDER:** Mayor Millirons or Mayor Pro Tem Slaton  
**PLEDGE OF ALLEGIANCE:** All  
**INVOCATION:**

1. **APPROVAL OF MEETING AGENDA:**

(Agenda Item 09-10-31)

To add or remove items from the Agenda.

2. **CONSENT AGENDA:**

(Agenda Item 09-10-32)

1. Approval of Minutes for the September 23, 2009 Work Session and the September 23, 2009 Regular Meeting.

(Agenda Item 09-10-33)

2. Authorization for the Morrow Downtown Development Authority to declare the sign "Wings Factory" located at 6221 Jonesboro Road as surplus property and to further authorize Director John Lampl or his designee to remove and offer this item for sale.

(Agenda Item 09-10-34)

3. Authorization for the Mayor or Mayor Pro Tem in his absence to sign and enter into an Agreement between the City and the Housing Authority giving them exclusive right to exercise public housing powers or provide public housing services pursuant to the Housing Assistance Payment Program.

3. **PUBLIC HEARING:**

Annexation of Property Located in Land Lot 144B of the 13<sup>th</sup> District of Clayton County

(Agenda Item 09-10-35)

1. Approval of an Ordinance to annex property located in Land Lot 144 of the 13<sup>th</sup> District of Clayton County, Georgia and more particularly described as Block A, Lot 005 into the City of Morrow, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated; to designate the zoning to be attached to said property; to provide for an effective date; and for other purposes.

4. **REPORTS AND PRESENTATIONS:**

Presentation of 5 year service pin to Finance Officer Dan Defnall.  
*(To be presented by Mayor or Mayor Pro Tem)*

5. **FIRST PRESENTATION:**

**(Agenda Item 09-10-35)**

1. Approval of an Ordinance to annex property located in Land Lot 144 of the 13<sup>th</sup> District of Clayton County, Georgia and more particularly described as Block A, Lot 005 into the City of Morrow, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated; to designate the zoning to be attached to said property; to provide for an effective date; and for other purposes.

6. **OLD BUSINESS:**

**(Agenda Item 09-09-28)**

1. Approval of Ordinance 2009-13 of the City of Morrow to Repeal Certain Offenses Established by prior Ordinance; To Repeal Conflicting Ordinances; and for other purposes. (This is a 2<sup>nd</sup> reading)

**(Agenda Item 09-09-15)**

2. Approval of Ordinance 2009-12 to Amend the Alcoholic Beverage Ordinance for the City of Morrow, Georgia, as amended, to provide for Regulations in the Olde Town Morrow District; to Repeal Conflicting Provisions; and for other purposes. (This is a 2<sup>nd</sup> reading)

7. **NEW BUSINESS:**

**None at this time**

8. **COMMENTS:**

Citizens-  
City Manager-  
Mayor and Council –

9. **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:** October 6, 2009

**FROM:** City Manager

**AGENDA ITEM:**

**Authorization for the Morrow Downtown Development Authority to declare the sign "Wings Factory" located at 6221 Jonesboro Road as surplus property and to further authorize Director John Lampl or his designee to remove and offer this item for sale.**

**MEETING DATE:** Tuesday, October 13, 2009

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*Supporting Documentation – see attached*

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

**CITY ATTORNEY APPROVAL REQUIRED:**  YES  NO

**CITY ATTORNEY REVIEW REQUIRED:**  YES  NO

**APPROVAL BY CITY ATTORNEY**  APPROVED  NOT APPROVED

**PLACED ON AGENDA FOR:** Approval

**REMARKS:**



To: Mayor Millirons and City Council Members

From: Morrow Downtown Development Authority  
John Lampl, Director of Economic Development

Date: October 13, 2009

Subject: **Surplus of “Wings Factory” Sign at 6221 Jonesboro Road, Morrow, GA 30260**

The Morrow Downtown Development Authority requests permission to declare the following item below as surplus property. Furthermore, to authorize Director John Lampl, or his designate representative, to remove and offer for sale the “Wings Factory” sign located at 6221 Jonesboro Road, Morrow, GA 30260.

1 Wings Factory Sign



Respectfully,

A handwritten signature in black ink, appearing to read 'John Lampl'.

John Lampl  
Director of Economic Development

**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:** October 6, 2009

**FROM:** City Manager

**AGENDA ITEM:**

**Authorization for the Mayor or Mayor Pro Tem in his absence to sign and enter into an Agreement between the City and the Housing Authority giving them exclusive right to exercise public housing powers or provide public housing services pursuant to the Housing Assistance Payment Program.**

**MEETING DATE:** Tuesday, October 13, 2009

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*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:** **Approval**

**REMARKS:**

STATE OF GEORGIA  
COUNTY OF CLAYTON  
CITY OF MORROW

AGREEMENT

THIS AGREEMENT made and entered into this 13 day of October, 2009, by and between the CITY OF MORROW, GEORGIA, a political subdivision of the State of Georgia, (hereinafter "City"), and the MORROW HOUSING AUTHORITY, INC., a body politic created under the laws of the State of Georgia, (hereinafter "Authority").

WITNESSETH

WHEREAS, the Authority was established by Resolution 2008-06 on September 9, 2008 with the effective date of January 01, 2009 for the purpose of exercising within the City of Morrow, Georgia all powers and authorities provided under the Housing Authorities Law authorized by Georgia Law; and

WHEREAS, in order for the Authority to effectively administer all Section 8 Housing participants in the City of Morrow, Georgia, it is necessary for the City to enter into an Agreement with Authority granting to such Authority the exclusive authority for such administration; and

THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, together with the mutual benefits flowing from one to the other, the parties agree as follows:

1.

City hereby confers and grants to Authority the exclusive right to exercise public housing powers or provide public housing services pursuant to provisions of the Housing Assistance Payment Program under Section 8 of 42 U.S.C.A. § 1437(f) within the territorial jurisdiction of the City of Morrow, Georgia.

2.

The term of this Agreement shall commence on the date of execution hereof by the respective parties, and shall terminate on December 31, 2010; provided, however, this Agreement shall automatically renew on an annual basis from year to year under the same terms and provisions contained herein, unless a written notice is received thirty (30) days prior to the expiration of the Agreement indicating a party's desire not to renew, and provided further the timing of the notice under this section does not impair the ability of either party to the Agreement from further terminating the Agreement at any time pursuant to section 3. The automatic renewals under this paragraph are limited to no more than five (5) annual renewals following the initial term of the Agreement

3.

Termination of this Agreement, with or without cause, may be effectuated by either party hereto upon a tender of a written notice indicating one's intention to terminate. The effective date of termination of this Agreement in such event shall be thirty (30) days from the date said notice is received, provided however, the parties may mutually agree in writing to restrict or extend the date of termination to another date certain.

4.

This Agreement is offered solely as an aid to Authority in the exercise of public housing powers or provision of public housing services pursuant to Section 8 of the Housing Assistance Payment Program, 42 U.S.C.A. § 1437(f), and does not create any relationship or obligation, direct or indirect, relative to the parties hereto. In the event of any claim for loss or damages relative to Authority's performance, or the lack of performance, in the exercise of public housing powers or provision of public housing services, City shall not be liable to any person, corporation or other entity for such loss or damage in any amount. Further, Authority agrees to release, indemnify, defend and hold harmless City, its agents and employees from any and all loss, claims, demands, suits or other action, or any liability whatsoever, suffered, made, instituted or asserted by any party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property as it relates to Authority's performance, or lack of performance, under the authority granted hereunder.

5.

Any notice given pursuant to this Agreement shall be in writing and sent by certified mail to:

City: City of Morrow  
Attention of City Manager  
1500 Morrow Road  
Morrow, GA 30260

Authority: Morrow Housing Authority  
Attention of Director  
1115 Mt. Zion Road  
Morrow, GA 30260

Agreement between City and Authority or at such other address as the parties hereto may hereafter designate in writing to the other.

6.

This Agreement constitutes the sole and entire agreement between the parties and supersedes all prior discussions and agreements, whether oral or written, relating to the exercise of public housing powers or provision of public housing services pursuant to the Housing Assistance Payment Program under Section 8 of 42 U.S.C.A. § 1437f in the City of Morrow, Georgia. Any representation, inducement, promise or agreement, whether oral or written, between City and Authority which is not embodied herein shall be of no force and effect. This Agreement may only be amended by a written amendment duly approved and executed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, and their seals hereto attached respectively by their proper governing officers and officials thereunto duly authorized, on the day and year first above written.

CITY OF MORROW, GEORGIA

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

ATTEST:

\_\_\_\_\_  
Evyonne Browning, City Clerk

MORROW HOUSING AUTHORITY

\_\_\_\_\_  
Joyce Bean, Executive Director

ATTEST:

\_\_\_\_\_

**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:** October 6, 2009

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of an Ordinance to annex property located in Land Lot 144 of the 13<sup>th</sup> District of Clayton County, Georgia and more particularly described as Block A, Lot 005 into the City of Morrow, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated; to designate the zoning to be attached to said property; to provide for an effective date; and for other purposes.**

**MEETING DATE:** Tuesday, October 13, 2009 and October 27, 2009

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*Supporting Documentation – see attached*

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

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

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

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

**PLACED ON AGENDA FOR: Public Hearing and First Reading**

**REMARKS:**

**STATE OF GEORGIA  
COUNTY OF CLAYTON  
CITY OF MORROW**

**Ordinance No. 09-10-\_\_**

**AN ORDINANCE TO ANNEX PROPERTY LOCATED IN LAND LOT 144 OF THE 13<sup>TH</sup> DISTRICT OF CLAYTON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS BLOCK A, LOT 005 INTO THE CITY OF MORROW, GEORGIA, PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; TO DESIGNATE THE ZONING TO BE ATTACHED TO SAID PROPERTY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF MORROW:**

**SECTION 1.**

The area of land in Land Lot 144 of the 13<sup>th</sup> District of Clayton County, Georgia, and contiguous to the City of Morrow is identified as City of Morrow, Skylark Drive, and more particularly described as Block A, Lot 005 comprising 17.96 acres on Exhibit A, which is attached hereto and incorporated as part of this Ordinance, is hereby annexed into the City of Morrow and is made a part of said city.

**SECTION 2.**

The zoning attached to said Property annexed by this Ordinance and identified more particularly on Exhibit A hereto, is PRC (Parks/Recreation/Conservation District).

**SECTION 3.**

This Ordinance shall become effective upon adoption and preclearance by Justice Department approval and all municipal services shall be extended to the annexed area on that date.

**SECTION 4.**

The City Clerk of the City of Morrow is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing body of Clayton County (the county in which the annexed area is located), within thirty (30) days after the effective date of the annexation as set forth above in Section 1.

**SECTION 5.**

All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ by the Mayor and Council of the City of Morrow, Georgia.

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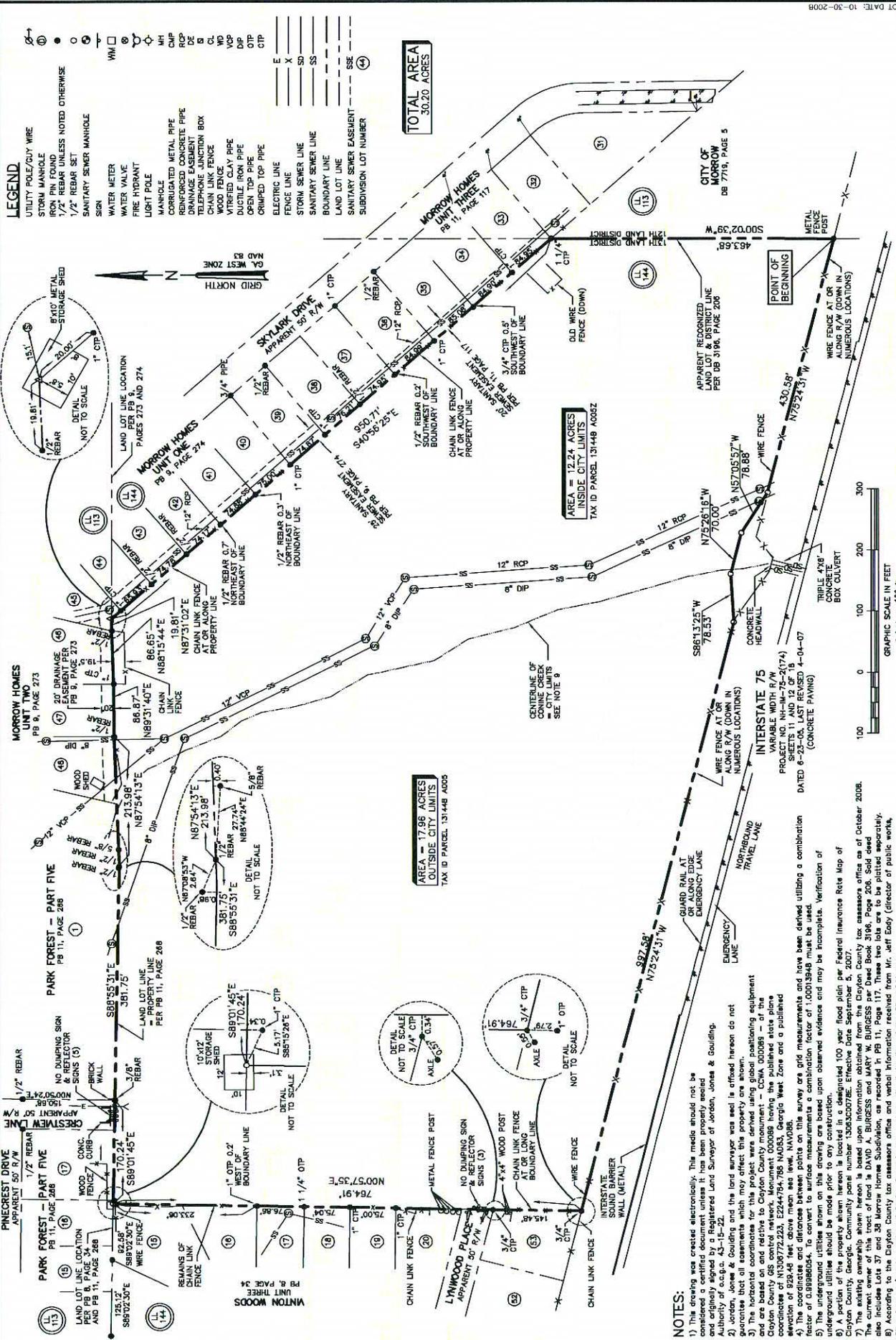
Jim Millirons, Mayor

Attest:

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Evyonne Browning, City Clerk

(Seal)

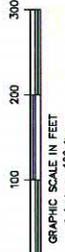


- LEGEND**
- UTILITY POLE/GUY WIRE
  - STORM MANHOLE
  - IRON PIN FOUND
  - 1/2" REBAR SET
  - 1/2" REBAR SET
  - SANITARY SEWER MANHOLE
  - SIGN
  - WATER VALVE
  - FIRE HYDRANT
  - LIGHT POLE
  - MANHOLE
  - CORROGATED METAL PIPE
  - DRAINAGE EASEMENT
  - TELEPHONE JUNCTION BOX
  - CHAIN LINK FENCE
  - WOOD FENCE
  - VITRIFIED CLAY PIPE
  - DUCTILE IRON PIPE
  - CONCRETE PIPE
  - CHUMPED TOP PIPE
  - ELECTRIC LINE
  - STORM SEWER LINE
  - SANITARY SEWER LINE
  - BOUNDARY LINE
  - LAND LOT LINE
  - SANITARY SEWER EASEMENT
  - SUBDIVISION LOT NUMBER

TOTAL AREA  
30.20 ACRES

AREA = 12.24 ACRES  
INSIDE CITY LIMITS  
TAX ID PARCEL 131448 A0052

AREA = 17.96 ACRES  
OUTSIDE CITY LIMITS  
TAX ID PARCEL 131448 A0053



**NOTES:**

- 1) This drawing was created electronically. This media should not be considered a certified document unless it has been properly sealed and originally signed by a Registered Land Surveyor of Jordan, Jones & Goulding, Authority of O.C.G.C. 43-15-22.
- 2) Jordan, Jones & Goulding and the land surveyor was seal is affixed hereon do not guarantee that all easements which may affect the property are shown. Positioning equipment used was a Leica 5000 total station and a Leica 5000 total station.
- 3) The underpinned utilities shown on this drawing are based upon obtained evidence and may be incomplete. Verification of underground utilities should be made prior to any construction.
- 4) A portion of the property shown hereon is located in a designated 100 year flood plain per Federal Insurance Rate Map of Clayton County, Georgia. Community panel number 1309300078E. Effective Date September 5, 2007.
- 5) The existing ownership herein is based upon information obtained from the Clayton County tax assessors office as of October 2008. The current owner of this tract of land is DAVID A. BURDESS and MARY W. BURDESS per Deed Book 3184, Page 206. Said deed includes the City of Morrow Subdivision, and the City of Morrow. The City of Morrow is a separate political entity. The City of Morrow, this section of Conline Creek is the westerly city limits line of the City of Morrow.

BOUNDARY SURVEY  
LYING IN LAND LOT 144,  
13TH DISTRICT,  
CITY OF MORROW,  
CLAYTON COUNTY, GEORGIA

CHECKED: DC	DATE: 10-30-2008
DRAWN: DC	JOB NO. 2391-015
SCALE: 1" = 100'	
1 OF 1 SHEET	

SURVEY FOR  
**CITY OF MORROW**

NO.	DATE	COMMENTS

**JORDAN JONES & GOULDING**

46 Liberty Industrial Parkway  
McDonough, Georgia 30253  
Phone: (678) 432-7908  
Fax: (678) 432-7818

**CERTIFICATION**

THE FIELD DATA UPON WHICH THIS PLAN IS BASED WAS OBTAINED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND WAS ADJUSTED USING LEAST SQUARES METHOD. THIS MAP OR PLAN HAS BEEN CALCULATED FOR ONE FOOT IN 427.135 FEET. A LEICA 5000 TOTAL STATION WAS USED TO OBTAIN THE BEARING AND ANGLE AND MEASUREMENTS USED IN THE FIELD WORK FOR THIS SURVEY WAS PERFORMED FROM OCTOBER 9 TO OCTOBER 29, 2008.

**CITY OF MORROW**

1500 Morrow Road  
Morrow, GA 30260

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**CITY COUNCIL AGENDA ITEM**

---

**TO:** City Council

**DATE:** October 6, 2009

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of Ordinance 2009-13 of the City of Morrow to Repeal Certain Offenses established by prior Ordinance; To Repeal Conflicting Ordinances; and for other purposes. (2<sup>nd</sup> reading)**

**MEETING DATE:** Tuesday, October 13, 2009

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*Supporting Documentation – see attached*

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

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

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

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

*PLACED ON AGENDA FOR:* Approval

*REMARKS:*

**STATE OF GEORGIA  
CITY OF MORROW**

**ORDINANCE NO. 2009-13**

**AN ORDINANCE OF THE CITY OF MORROW TO REPEAL CERTAIN OFFENSES  
ESTABLISHED BY PRIOR ORDINANCE; TO REPEAL CONFLICTING  
ORDINANCES; AND FOR OTHER PURPOSES.**

**IT IS HEREBY ORDAINED** by the Governing Authority of the City of Morrow, Georgia, that:

**Section 1.** Section 11-1-24 of the Code of Ordinances of the City of Morrow, entitled “Resisting arrest,” is hereby repealed in its entirety.

**Section 2.** Section 11-1-27 of the Code of Ordinances of the City of Morrow, entitled “Hindering an investigation” is hereby repealed in its entirety.

**Section 3.** The Police Department shall charge persons who are resisting arrest or who interfere with an officer or hinder his investigation under the appropriate sections of the Georgia Criminal Code, rather than City Ordinance.

**Section 4.** All ordinances, or parts of ordinances, in conflict with this Ordinance are hereby repealed.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
JIM MILLIRONS, MAYOR

ATTEST:

\_\_\_\_\_  
Evyonne Browning, City Clerk

**FIRST READING:**\_\_\_\_\_

**SECOND READING:**\_\_\_\_\_

(Seal)

**CITY OF MORROW**

1500 Morrow Road  
Morrow, GA 30260

---

**CITY COUNCIL AGENDA ITEM**

---

**TO:** City Council

**DATE:** October 6, 2009

**FROM:** City Manager

**AGENDA ITEM:**

**Approval of Ordinance 2009-12 to Amend the Alcoholic Beverage Ordinance for the City of Morrow, Georgia, as amended, to provide for Regulations in the Olde Town Morrow District; to Repeal Conflicting Provisions; and for other purposes. (This is a 2<sup>nd</sup> reading)**

**MEETING DATE:** Tuesday, October 13, 2009

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*Supporting Documentation – see attached*

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

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

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

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

**PLACED ON AGENDA FOR:** **Approval**

**REMARKS:**

**AN ORDINANCE TO AMEND THE ALCOHOLIC BEVERAGE ORDINANCE FOR THE CITY OF MORROW, GEORGIA, AS AMENDED, TO PROVIDE FOR REGULATIONS IN THE OLDE TOWN MORROW DISTRICT; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.**

**IT IS HEREBY ORDAINED** by the Governing Authority of the City of Morrow, Georgia:

**Section 1:** That Section 9-2-26(a)(7) of the Alcoholic Beverage Code of the City of Morrow, Georgia, as amended, be further amended by deleting the language of that paragraph in its entirety and inserting the following in lieu thereof:

“(7) 100 yards of any private residence, such distance to be measured as shown in paragraph (b) below; provided, however, this distance requirement shall not apply to any licensee located in the Olde Town Morrow District.”

**Section 2:** Section 9-2-28 of the Alcoholic Beverage Code, as amended, is hereby further amended by adding the words “or Olde Town Morrow District” to the end thereof.

**Section 3:** Section 9-2-29(1) of the Alcoholic Beverage Code, as amended, is hereby further amended by deleting the language of that paragraph in its entirety and inserting the following in lieu thereof:

“(1) Restaurant licenses for distilled spirits and/or malt beverages and wine, 50% alcoholic beverage to 50% food; provided that no food or beverage ratio is required to be maintained for restaurant licensees in the Olde Town Morrow District (other than on Sunday) so long as those restaurants have a kitchen which is staffed, equipped and supplied in order to provide to the public a menu of food which is cooked on the premises during those hours when the restaurant is open for business, nor does the 50% food/beverage ratio apply to the Morrow Conference Center.”

**Section 4:** Section 9-2-30(b) of the Alcoholic Beverage Code, as amended, is further amended by deleting the language of subsection (b) in its entirety and inserting following in lieu thereof:

“(b) The fee for any licensee obtaining an initial license for less than a full license year shall be prorated on a quarterly basis. Annual licenses in excess of \$3,000.00 may be paid in quarterly installments provided each installment is received prior to the commencement of the quarter for which said license fee is due. Failure to make a scheduled quarterly payment by its due date shall result in the remainder of the license fee for that calendar year being due and payable in its entirety. Except as otherwise provided in this subsection, neither proration nor refund shall be made of license fees for licenses issued by the City.”

**Section 5:** Section 9-2-30(e) of the Alcoholic Beverage Code, as amended, is further amended by deleting the language of that subsection in its entirety and inserting the following in lieu thereof:

“(e) All license fees shall be paid by January 1<sup>st</sup> of each year or within 10 days of the granting of an application for a license, except for those fees in excess of \$3,000.00 for which installment payments are permitted as provided in subsection (b). Any person failing to pay the license fee for an alcoholic beverage license on or before January 1<sup>st</sup> or before the first of each calendar quarter in the event of installment payments shall be subject to a delinquent penalty of \$25.00. General business taxes for each business regulated by this Chapter shall also be due and payable in addition to any license fees in accordance with the City Business Tax Ordinance.”

**Section 6:** Section 9-2-41 of the Alcoholic Beverage Code, as amended, is further amended by deleting the language of that Section in its entirety and inserting the following in lieu thereof:

“(a) No retail consumption dealer located outside the Olde Town Morrow District and/or the Morrow Conference Center shall sell, give away or otherwise dispense alcoholic beverages by the drink between the hours of 1:55 a.m. Sunday and 12:30 p.m. Sunday and between 11:30 p.m. Sunday and 9:00 a.m. Monday and between the hours of 2:00 a.m. and 9:00 a.m. on other days, nor permit their places of business to be open for the sale of alcoholic beverages on Christmas Day or any other day prohibited by federal or state law.

“(b) No retail consumption dealer in the Olde Town Morrow District and/or the Morrow Conference Center shall sell, give away or otherwise dispense alcoholic beverages by the drink between the hours of 1:55 a.m. Sunday and 12:30 p.m. Sunday and between the hours of 11:30 p.m. Sunday and 9:00 a.m. Monday and between the hours of 2:00 a.m. and 9:00 a.m. on other days, nor permit their places of business to be open for the sale of alcoholic beverages on Christmas Day and any other day prohibited by federal or state law.

“(c) In all restaurants meeting the standards of section 9-2-2, the sale of alcohol is permitted on Sundays between the hours of 12:30 p.m. and 12:00 midnight where such establishment derives at least 50% of its total annual gross food and beverage sales from the sale of prepared meals or food.

“(d) The sale of alcoholic beverages on election days is specifically permitted in the City.”

**Section 7:** Section 9-2-49 of the Alcoholic Beverage Code, as amended, is hereby further amended by deleting the language of that Section in its entirety and inserting the following in lieu thereof:

“It shall be made unlawful for any sale to be made outside of the building, premises or place of business licensed for sale or for any patron of such businesses to carry alcoholic beverages outside the licensed premises except as specifically permitted

herein. Consumption-on-premise licensees located within the Olde Town Morrow District shall be permitted to make sales of alcoholic beverages which may be carried within the boundaries of the District, but which may not be carried outside the boundaries of that District or carried into any motor vehicle. Such licensees within the Olde Town Morrow District are further permitted to make sales of alcoholic beverages on the porches or patio areas of their respective premises at any time in which alcohol sales may be lawfully made.”

**Section 8:** Section 9-2-2 of the Alcoholic Beverage Code, as amended, is further amended by adding a definition of the Olde Town Morrow District which shall read as follows:

“(21) Olde Town Morrow District. All that land or portion of land located in Land Lot 144 of the 13<sup>th</sup> District, Clayton County, Georgia, consisting of 16.210 acres and more specifically described as follows:

To arrive at the Point of Beginning, begin at a point at the intersection of the Northern right-of-way of Mt. Zion Road (formerly known as Morrow Industrial Boulevard (100’ r/w) and the Western right-of-way of Lake Drive (80’ r/w), thence North 84 degrees 06 minutes 30 seconds West for a distance of 681.60 feet along the northern right-of-way of Mt. Zion Road to a point, thence North 09 degrees 46 minutes East for a distance of 642.70 feet to a point, thence South 37 degrees 29 minutes 30 seconds East for a distance of 178.20 feet to a point, thence North 16 degrees 50 minutes 30 seconds East for a distance of 126.50 feet to a point, thence North 78 degrees 49 minutes East for a distance of 46.70 feet to a point, thence North 14 degrees 13 minutes East for a distance of 352.10 feet to a 1/2” rebar (set), at the Southeast corner of Lot 15, Block “E” of Imperial Estates, Unit 1 as recorded in Plat Book 7, Page 44 of the Clayton County records and the Point of Beginning;

THENCE North 00 degrees 29 minutes 57 seconds East for a distance of 1174.87 feet along the Eastern lot lines of Lots 15, 16, 17, and 18 of Imperial Estates, Unit 1 and Lots 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of Forest Manor South, Unit IV as recorded in Plat Book 9, Page 239 of the Clayton County records to a 1/2” rebar (found);

THENCE North 01 degrees 30 minutes 19 seconds West for a distance of 460.33 feet along the Eastern line of Lot 12, Block “J”, the Eastern right-of-way limits of Boca Raton Drive (50’ r/w) and the Eastern line of Lot 37, Block ”M” of Yorktown, Unit 5 as recorded in Plat Book 9, Page 63 of the Clayton County records to a 1/2” rebar (found) on the Southern right-of-way of Interstate 75 (r/w varies);

THENCE South 77 degrees 30 minutes 00 seconds East for a distance of 994.41 feet along the southern right-of-way of Interstate 75 to a 1/2” rebar (found), said point also being the Northwest corner of the Property now or formerly owned by Southlake Mall, L.L.C.;

THENCE South 26 degrees 00 minutes 00 seconds West for a distance of 428.70 feet along the Western line of the property now or formerly owned by Southlake Mall, L.L.C. as recorded in Deed Book 3803, Page 24 of the Clayton County records to a 1/2” rebar (set);

THENCE along a curve to the left having a radius of 1636.23 feet and an arc length of 258.41 feet, being subtended by a chord of South 55 degrees 51 minutes 50 seconds West

for a distance of 258.14 feet along the Northern line of the Southlake Mall, L.L.C. property to a ½” rebar (set);

THENCE North 41 degrees 15 minutes 00 seconds West for a distance of 146.44 feet to a ½” rebar (set);

THENCE South 48 degrees 45 minutes 00 seconds West for a distance of 100.00 feet to a ½” rebar (set);

THENCE South 41 degrees 15 minutes 00 seconds East for a distance of 144.98 feet to a ½” rebar (set);

THENCE along a curve to the left having a radius of 1636.23 feet and an arc length of 974.30 feet, being subtended by a chord of south 30 degrees 46 minutes 43 seconds West for a distance of 959.97 feet along the Northern line of the property now or formerly owned by Southlake Mall, L.L.C. to a ½” rebar (set), said point also being the southeast corner of Lot 15, Block “E” of Imperial Estates, Unit 1 as recorded in Plat Book 7, Page 44 of the Clayton County records.

**Section 9:** All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

**Section 10:** Should any word, phrase, sentence or paragraph of this Ordinance be determined to be invalid by judgment of a court of competent jurisdiction, such invalidity shall not affect the remaining words, clauses, phrases, sentences and paragraphs of this Ordinance, which shall remain in full effect.

**SO ORDAINED** this 23<sup>rd</sup> day of September, 2009.

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

**FIRST READING:** \_\_\_\_\_  
**SECOND READING:** \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Evyonne Browning, City Clerk

(Seal)