



March 26, 2013

CITY OF MORROW, GEORGIA
Regular Meeting

7:30 pm

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

1. **ROLL CALL**

2. **APPROVAL OF MEETING AGENDA:**

3. **CONSENT AGENDA:**

1. Approval of the March 12, 2013 Regular Council Meeting Minutes.

4. **REPORTS AND PRESENTATIONS:**

1. Presentation of awards for the Morrow Police Departments State Certification by former Georgia Association of Chiefs of Police President, Chief Lou Dekmar to Police Chief Leighty and Captain Callaway.
2. Financial Update *(Presented by Dan Defnall)*

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

6. **PUBLIC COMMENT – AGENDA ITEMS:**

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

7. **NEW BUSINESS:**

1. Approval of a Resolution Providing Contracting Authority to Morrow Center Manager and Assistant Manager for Morrow Center Events and related activities.
(Presented by Jeff Eady, City Manager)
2. Approval of a Morrow Center Alcohol Policy.
(Presented by Jeff Eady, City Manager)

3. Approval of the Morrow Center Policies and Procedures.
(Presented by Jeff Eady, City Manager)
4. Approval of a Letter of Intent (LOI) from Ant Savings regarding the Chevron site property located at 6459 Jonesboro Road, Morrow, GA (Parcel ID: 12114C A006 and 12114C A001). *(Presented by Greg Hecht, City Attorney)*
5. Approval of a Resolution to Adopt a Moratorium on the acceptance of all Applications for Land Use Amendments and/or the Rezoning of Parcels of Land or Buildings, for Existing or Proposed Properties, as well as all Applications for Building Permits, Land Disturbance Permits, and Certificates of Occupancy for Use of Existing or Proposed Properties as Assemblies and/or Institutions within the General Business (“BG”) Zoning District of the City of Morrow, To be in effect from Enactment of this Resolution, through and including August 24, 2013; to Adopt an Effective Date of this Resolution; and for other purpose. *(Presented by Greg Hecht, City Attorney)*

8. **OLD BUSINESS:** None

9. **GENERAL COMMENTS:**

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

Citizens-
City Manager-
Mayor and Council –

10. **ADJOURNMENT:**

**A RESOLUTION OF THE GOVERNING AUTHORITY OF THE CITY OF MORROW,
GEORGIA TO AUTHORIZE THE MORROW CENTER MANAGER AND
ASSISTANT MANAGER TO ENTER INTO CONTRACTS**

WHEREAS, the City of Morrow enters into contracts with outside businesses and individuals to host events at the Morrow Center;

WHEREAS, The City Charter §1.12(b)(16) permits the City to create departments and confer upon the departments the necessary and appropriate authority for carrying out the powers so conferred;

WHEREAS, it is proper and desirable for the City to delegate signing authority on its behalf to the Morrow Center Manager and Assistant Manager to enter into contracts for events where the contract is not one that is required to be in writing but may be in writing;

NOW, THEREFORE, IN DULY CALLED AND CONSTITUTED MEETING ASSEMBLED, BE IT RESOLVED by the governing authority of the City of Morrow and it is hereby resolved by authority of the same, as follows:

Section 1. Signing Authority. The Morrow Center Manager and Morrow Center Assistant Manager are hereby authorized to enter into agreements and sign contracts on behalf of the City of Morrow in relation to events to be held at the Morrow Center, including but not limited to catered events, weddings, client contracts, supplier contracts, and related contracts to the operation and client events at the Morrow Center. Despite the aforesaid, the Manager and Assistant Manager are not authorized to enter into any contracts that are required to be in writing by O.C.G.A. § 13-5-30, the Statute of Frauds, O.C.G.A. § 11-1-206, O.C.G.A. § 11-2-201, or any other provision of the Uniform Commercial Code. The Manager and Assistant Manager are not authorized to enter into any agreement which is not to be performed within one year from the making of the agreement.

Section 2. Repealing Clause. All resolutions or parts thereof of the City of Morrow in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 3. Effective Date. This resolution shall be effective immediately upon its adoption.

Approved this 26th day of March, 2013 by the City Council of the City of Morrow.

J B Burke, Mayor

Attest:

Evyonne Browning, City Clerk

(Seal)

MORROW CENTER ALCOHOL POLICY

Morrow Center does not sell alcohol and will not provide any alcoholic beverages at the Morrow Center. However, the host of an event at the Morrow Center may be permitted to provide his/her own alcohol to guests at the event if without charge or form of exchange, subject to the following conditions and restrictions.

Any and all events at Morrow Center for which alcoholic beverages are provided must be private and free of charge to its guests, and all alcohol served at the event must be free of charge. No host may serve or provide alcohol for more than one event at the Morrow Center in a twelve (12) month period. All alcohol supplied for the event must be brought to the Morrow Center by the host in unopened sealed containers and no consumption of alcohol or possession of an opened container of alcohol shall be permitted outside the Morrow Center premises. Alcohol service and any consumption of alcohol at the Morrow Center shall be restricted to between the hours of 12:30pm and 12:00am Monday through Saturday, and 12:30pm and 11:30pm on Sundays. The host for the event must be present during the entire event.

Alcohol may only be served, distributed, and/or dispensed to guests by a fully licensed bartender, hired by the host, and possessing and displaying an active valid pouring permit issued by the City of Morrow. At least one fully licensed bartender must be hired by the host in accordance with this policy for every bar used or provided for by the host. All licensed bartenders must be over the age of 21 years and approved by the Morrow Center. Morrow Center has pre-approved the use of any bartender supplied by Extreme Staffing and Production, Inc., located at 1914 Cooper Landing Dr., Atlanta, Georgia 30080. Neither the City of Morrow, the Morrow Center, or any official, employee, or agent of the City of Morrow or Morrow Center, shall be responsible in any manner for supervising, paying, directing or controlling of the method or manner in which the licensed bartender performs his or her services for any event at the Morrow Center. All contracts for a licensed bartender or bartending service for the host event shall be exclusively between the host and the bartender and/or bartending service.

Bar equipment will be provided to the host from the Morrow Center for an additional Bar Equipment Fee. The Bar Equipment Fee includes rental of one Morrow City Police Officer for 4 hours (from the beginning of the serving of alcohol to the end of the event), as well as mixers, garnishes, bar equipment, ice and disposable cups/napkins. One Bar Equipment Fee will be charged for every 100 adult guests at the event. Bartenders are not provided for by the Morrow Center (see above).

Only the host may bring alcohol to and from the event, which must be in unopened sealed containers. At the end of the event, all alcohol must be properly disposed of from open containers before leaving the Morrow Center premises and all unopened sealed containers must be removed from the Morrow Center by the host immediately following the event.

Anyone handling, serving, possessing, and/or consuming alcohol at the Morrow Center, must do so in accordance with all Federal, State and local laws and regulations, in addition to the provisions of this policy. Under no circumstance shall any person(s) at the Morrow Center be served with, possess, or consume any alcoholic beverage unless the person's legal drinking age is verified by the licensed bartender through a valid driver's license or other identification issued by the State of Georgia showing the person(s) to be over the age of 21 years. Under no circumstance shall any noticeably intoxicated person(s) at the Morrow Center be served with, possess, or consume any alcoholic beverage. The host maintains the responsibility to ensure this does not happen.

A City of Morrow police officer must be present at every alcohol supplied event at the Morrow Center. Morrow Center will arrange for the presence of the police officer at each alcohol supplied event, but in no manner undertakes, and hereby disclaims any responsibility for ensuring the safety of event guests or

compliance with Federal, State, or local laws and regulations, or this policy. The host assumes all risks, responsibilities and liabilities for the actions and omissions of its guests, independent contractors, bartenders, and other agents and employees on or off of the Morrow Center property, regardless of the presence of any police officer, security guard or Morrow Center staff at the event, and indemnifies, holds harmless, and waives any and all liabilities against the Morrow Center and the City of Morrow, Georgia and its officials, employees, agents, contractors, and assigns, in relation to any and all claims, damages and injuries of any kind, including injuries to persons or property, arising from or relating to the host event at the Morrow Center.

The Morrow Center reserves the right to remove any person, including but not limited to any host, guest, or bartender, who violates any Federal, State, or local law or ordinance, and/or any provision of this policy. Additionally, any evidence of underage drinking at any event located at the Morrow Center will result in an immediate shut down of the event and forfeiture by the host of any and all costs, expenses, fees or deposits paid by the host for the event. Without assuming any risk, responsibility, or liability, Morrow Center shall be permitted to take any and all action it deems necessary to maintain the reputation and the integrity of its facility and for the safety and welfare of the guests and employees at the Morrow Center without liability and harmless of legal action.

The undersigned host hereby acknowledges that he/she has reviewed this Alcohol Policy and understands all provisions herein. In consideration for permission to provide alcohol at the Morrow Center, the undersigned host agrees to ensure compliance with these policies by all persons attending the host event at the Morrow Center, and hereby indemnifies and holds harmless the Morrow Center, the City of Morrow, Georgia, and all of their officers, employees, agents, independent contractors and assigns, from any and all claims, injuries, and/or damages, including but not limited to injury to persons or property, causes of action, expenses, fines, attorneys' fees and liabilities of any and all kinds, arising from, relating to, and/or caused by or alleged to have been caused by any person(s) handling, serving, providing, and/or consuming any alcohol at the host event on the Morrow Center premises or in association with the host event at the Morrow Center.

IN WITNESS WHEREOF, the undersigned host agrees to and executes this policy and liability indemnification, this ____ day of _____, 2013.

_____ **(HOST)**

By (Print) _____

WITNESS

Date: _____



Policies & Procedures:

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

The rental period set forth in your rental agreement contract 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.

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 (hereinafter also referred to as the "Renter" or "Host") is responsible for damage to furnishings, equipment, land, landscaping, persons, property, and/or the structure incurred during its use.

Activities

The Center may be used for meetings, conferences, banquets, training, parties and similar uses that are consistent with the 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. The 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

Morrow Center does not sell alcohol and will not provide any alcoholic beverages at the Morrow Center. However, the host of an event at the Morrow Center may be permitted to provide his/her own alcohol to guests at an event if without charge or form of exchange, subject to the terms and conditions of the Morrow Center Alcohol Policy, which will be provided separately from this document, and compliance with all Federal, State and local laws and regulations. Bar equipment will be provided exclusively by the Morrow Center at an additional Bar Equipment Fee. (See Morrow Center Alcohol Policy).

Animals

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

Audio/Visual

Renters holding events requiring audio/visual set-up may utilize the Center's A/V for an additional charge, or may choose to utilize an outside company, or their own equipment. Requests for equipment from the Morrow Center must be pre-arranged with the Morrow Center at least 30 days prior to the event and paid for in advance of the event. All outside companies must be licensed and show proof of insurance. Compatibility to the Center's equipment is not guaranteed.

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 written approval from the Morrow Center and only by Morrow Center personnel. Banners that cannot be hung safely and without causing damage to the Center will not be approved. Any outside Banners must be pre-approved by the Morrow Center at least 30 days in advance of the event, and placed/removed by Morrow Center personnel on the day of the event.

_____ Initials when read

BEO (Banquet Event Order)

The basis for your contract is your BEO which will be completed and incorporated into your contract based on your final confirmation and walk through (if required) with your Morrow Center personnel. The BEO will list all details of the event, including but not limited to the required tables, chairs, equipment, vendors and a final guest guarantee. This BEO must be returned signed and dated at least 7 days in advance to execute your event.

Billing

If there are any additional charges incurred during the event, they will be billed to the Renter. Payment will be due within 30 days of the invoice date. A late fee of 1.5% will incur for every 30 days past due. Checks shall be made payable to the Morrow Center.

Cancellation

All cancellations must be made in writing and received by the Morrow Center prior to the day of the initial event. The date of cancellation will be the date the written notice is received by the Morrow Center. If an event is cancelled by the Renter, Security Deposits and/or other payments to Morrow Center for the event will be refunded only under the following conditions:

- 1) 100% of the security deposit and/or other payments will be refunded if cancelled more than 9 months before the date of the initial event.
- 2) 50% of the security deposit and/or other payments will be refunded if cancelled less than 9 months but more than 6 months before the date of the initial event.
- 3) 0% of the security deposit will be refunded if cancelled less than 6 months before the date of the initial event.
- 4) The entire security deposit and all amounts paid to Morrow Center for an event will be forfeited and non-refundable for cancellations made less than 90 days prior to the event.

Catering

The Morrow Center maintains Catering Criteria to which all caterers must adhere. Events involving food for more than 50 or more participants are required to utilize this Catering Criteria. All events with 50 participants or more require the presence of a full service staff from the utilized caterer at the event. Events involving 49 or less participants may have the caterer drop off food without full service, provided the Renter assumes responsibility for food and non-alcoholic beverage provisions. Alcoholic beverages may not be sold at any event at the Morrow Center, or provided at any event except as specifically set forth in the Morrow Center Alcohol Policy.

Use of the Morrow Center's facilities for food or beverage service, including the kitchen, will incur a Catering Fee. This fee is currently \$250.00 for early events (up to 4:00pm) or \$500.00 for evening events (events from 5:00pm or later).

Catering Criteria

1. All caterers of an event at the Morrow Center must possess and provide proof of the minimum insurance requirements 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. All caterers of an event at the Morrow Center must possess a current Georgia Business License.
3. All caterers serving food at an event at the Morrow Center must possess and provide proof of a current Health Inspection Certificate and food permit.
4. Caterers shall abide by all Policies and Procedures of the Morrow Center, in addition to all Federal, State and local laws and regulations.
5. Caterers must provide their own service staff, equipment, kitchen staff, etc.
6. Renters must ensure that the Morrow Center receives all of the above information at least 30 days in advance of the event, which can be sent either by e-mail or fax to 678.489.5182.

Children

Children (17 in under) are not allowed to be unattended in the Morrow Center. Adult supervision is required for all children at all times.

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Check-In

Renters and caterers shall have use of the Center on the day of the function during the time stated in the rental package, beginning at check-in time. Check-in time begins as specified by the Rental Contract and/or B.E.O. *Please make note of your rental package for the earliest time you may check-in.

The check-in time is set approximately 14 days before the event. Once the check-in time has been established, it may not change. The building will not be available and/or open before the specified check-in time.

Communications

The Morrow Center provides complimentary a specific amount of wired/ wireless (Wi-Fi) and cable access for its users. There is no guarantee of service or data amounts and the Morrow Center is not liable for any damages that may occur from this use or inability to use these services.

Damages

The undersigned Renter shall defend, indemnify, and hold the City of Morrow and the Morrow Center harmless from all losses, costs and expenses, including attorneys' fees, arising out of any liability or claim of liability, for injury to persons, or damages to property claimed to have been sustained by reason of any act or omission of the Renter or any of its officers, agents, employees, guests, patrons, or invitees, and the Renter shall pay and be liable for any bodily injuries and damage to property of the City, or loss or theft of such property, done or caused by such persons.

Decorations

Items such as glitter, confetti, streamers, birdseed, natural floral petals (on floor) and helium balloons are not allowed in the Center. Should clean-up of these or similar items be necessary, a Cleaning 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.

The Fire Code and the Fire Department's office strictly regulate the use of candles in an assembly area such as the Morrow Center. Any use of candles must receive approval from the Fire Department and meet all Fire Code requirements. 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 Morrow Center's representative personnel. 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 Morrow Center's written approval.

Direct Billing

Direct billing can be established for new commercial accounts following submittal of the initial deposit pending approval of the Renter's credit application. All direct billing accounts require an approved credit application at least 90 days prior to the event in order to confirm the event. Direct billing payments are due within 30 days of billing date. A 1.5% late fee will be assessed for every 30 days payment is late. Groups requesting state tax exemptions must submit a copy of their tax-exempt certificate 90 days prior to their scheduled function. Only payments made by the tax-exempt group are exempt from paying taxes. A Purchase order is required at least 14 days in advance.

Final Walk Through and Confirmation

All large events, including those involving use of the Ballroom, require a walk-through visit for final confirmation of the event. Your final confirmation will include all details for the Morrow Center to use in setting up the event. This visit should include any and all vendors that you have contracted with for your event. During this visit your Morrow Center personnel will confirm all of your previous details and create a floor plan from which the Center will set up your event. This visit is requested at least 14 days in advance.

Force Majeure

In the event the Center becomes unavailable as a result of fire, flood or other condition beyond the 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 as a result of any of the aforementioned conditions, the Renter may request and receive return 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 Morrow Center or City of Morrow to date for the event. Neither the City of Morrow nor the Morrow Center shall be liable in such event for any consequential damages sought by caterers, musicians, other vendors and/or other persons or entities operating independently of the City.

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Furnishings

The Morrow Center offers its premises and furnishings for you and your guests' relaxation. As the Renter, you will be responsible for damage to furnishings that occur during the event or during set up and take down as a result of the actions of Renter, its guests and/or agents. The rental fee of the meeting rooms or ballroom includes the original set up of tables and chairs. Any changeovers or requests to move the original set up of tables and chairs will incur additional charges at the rate in effect at the time of your event.

Kitchen

The kitchen is stocked with a warming oven, commercial size refrigerator and freezer, ice machine, microwave, dishwasher and large sinks and a walk-in cooler. The Morrow Center kitchen is used for warming and chilling foods only. Cooking is NOT allowed on site. Deep fat fryers and portable stove tops are not allowed. All food and beverages must be removed at the end of the event. Alcoholic beverages shall be removed in the manner provided for by the Morrow Center Alcohol Policy and Procedures. If the kitchen is not returned cleaned after the event, an additional Cleaning Fee will be assessed. (Minimum of \$250.00).

Late Fees

Hourly Late Fee charges will occur when a Renter stays past the specified rental period. These hourly fees are not prorated. Late Fees are different than an Overtime Rate, in that Overtime Rates must be requested and confirmed at least 30 days in advance of the event. Any event that continues past its confirmed hours, (based on the signed rental contract and/or Banquet Event Order B.E.O. sheet), without pre-established Overtime Rates, will be charged \$400 for each additional hour (no prorating of hours).

Misuse of Center

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, the Morrow Center Alcohol Policy, or your rental contract shall constitute a material breach of your rental contract and may result in adverse action taken against the Renter and/or its agents, employees, and guests, including, but not limited to, cancellation of the event, immediate dismissal/removal from the facility, forfeiture of a portion or all of the Security Deposit and/or other funds already paid for the event, additional fees or charges, and legal action.

Music/Entertainment

Any band, disc jockey, or other entertainment for an event 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 Morrow 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 Morrow 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 Rate

Renters may extend the time period originally allotted for an event by contracting in advance for an overtime rate of \$200.00 per hour for each hour or portion thereof beyond the original event time period. Upon request and approval of an Overtime Rate, an hourly charge of \$200.00 will be added to the final bill for every hour or portion thereof that an event continues beyond the original rental rate hours (see rental fees for details). For example, where an event is normally scheduled for the hours of 5:00pm to 12:00am, the Renter may add an additional hour past 12:00am to 1:00am for the overtime rate of \$200 in addition to the regular room rental fee. Overtime Rate hours must be confirmed 30 days in advance and shown on the Rental Contract or B.E.O. (See Late Fees for details). All service and consumption of alcohol must end at 12:00 am when alcohol is provided Mondays through Saturdays, and at 11:30 pm when alcohol is provided on Sundays.

Parking

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

_____ Initials when read

Payment

Events are confirmed only through full payment of the Security Deposit (unless direct billing has been pre-arranged and approved by the Morrow Center). Full payment is due on rental space at least 90 days prior to the event. Any other charges incurred, such as equipment rental, etc. must be paid in full within 30 days prior to the event. Payments can be made by credit card, (American Express, Discover, MasterCard & Visa), through a Credit Card Authorization Form or in person. Payments can also be made by cash, personal check, (30 or more days prior to the event), or Money Orders.

Posters/Signage

Posters and signs are to be mounted on easels or other individual displays approved in advance by Morrow Center personnel, and may not be affixed in any way to Morrow Center surfaces including leaning on wall surfaces. No items may be affixed to any wood surfaces at any time.

Set Up

The Morrow Center will set up the initial chairs, tables and equipment as specified in your B.E.O. and/or Rental Contract. Any additional changes will incur an additional charge for day of the event set-ups. The Morrow Center provides a specific number of tables and chairs for each room. Additional items can be rented from the Center for an additional fee.

Security

The Morrow Center is a city owned and operated venue of the City of Morrow. It is a facility requirement that off-duty City of Morrow Police Officers, (CMPO), provide all event security at the Morrow Center.

CMPO Personnel are mandatory for events at which alcoholic beverages are provided. Renters will pay the fee per officer, per hour, determined by the Morrow Center and stated in their B.E.O. and/or Rental Contract. The officer(s) will begin duty as soon as the event starts and will stay until check out is complete.

If, in the sole judgment of the Morrow Center, additional security is needed to maintain order due to the size or nature of your event, the Morrow Center will be happy to arranged additional CMPO personnel at an extra expense to the Renter for the event. This Security Fee is to be paid by the Renter 30 days prior to the event, and failure to pay the fee by this deadline may result in the cancellation of the event.

By entering or leaving the Morrow Center, all persons and/or vehicles consent to a physical search. All persons carrying briefcases, purses, packages or any other objects or items consent to inspection while on the premises.

Security Deposit

A deposit to secure space is required to confirm all events (unless direct billing has been approved). The Morrow Center reserves space up to one (1) year in advance. The security deposit varies based on the requested rental space, time and day. Please contact Morrow Center personnel for the actual security deposit amount required for your event. Cancellation of an event may result in the forfeiture of a return of all or a portion of the Security Deposit. (Please refer to the above Cancellation Policy for details). The Morrow Center retains the right to hold your Security Deposit as a Damage & Cleaning deposit until the Center has been inspected by Morrow Center personnel. If a refund is pending, the amount will be either sent by check, (to address listed with the Morrow Center), or a credit refund to your credit card account. Refunds are estimated to be made within 7-10 days following the event.

Shipping and Receiving

Packages will be accepted 24 hours prior to your event. The Morrow Center reserves the right to limit the amount of packages received and is not responsible for any damages/losses that may occur to these packages and/or any items delivered to the Morrow Center for an event. The Renter must ensure that all boxes are marked clearly and labeled as follows: Morrow Center, 1180 Southlake Circle, Suite 100, Morrow, GA 30260. Hold for (Contact Name) and Group Name-Arrival Date. Special arrangements must be made in advance for any shipments arriving more than 24 hours prior to your event. Return shipping for all items will be your responsibility. All Merchandise and items belonging to the Renter, its employees, and/or guests must be picked up within 24 hours of the completion of the event. The Morrow Center does not have forklifts or equipment to unload equipment from delivery trucks.

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Smoking

The use of tobacco products is not allowed in any part of the Morrow Center. Smoking is allowed only outside of West Entrance and no other location.

Staff Assistance

Morrow Center personnel are present throughout your event. Please do not hesitate to contact them with any questions/ problems.

Valet Parking

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

Vendors

Renters may use any rental company, florist, photographer/ videographer and/or entertainment. All outside companies must be licensed and show proof of insurance. It is the responsibility of the Renter to provide a copy of the B.E.O., the Rental Contract, these Policies and Procedures, and the Morrow Center Alcohol Policy (where applicable) to these hired vendors and ensure they are familiar with all rules and regulations of the event and the Morrow Center. 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 Security Deposit and/or invoiced to the Renter

I have read all of the "Policies & Procedures" (6 pages), and I have informed any and all agents and independent contractors 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 Morrow Center Associates and Property Manager. Also, I understand that I am ultimately responsible for the actions of any agents and independent contractors working on my behalf, any guests invited on my behalf, and any other party in attendance of my event.

Renter's Signature

Date

A RESOLUTION TO ADOPT A MORATORIUM ON THE ACCEPTANCE OF ALL APPLICATIONS FOR LAND USE AMENDMENTS AND/OR THE REZONING OF PARCELS OF LAND OR BUILDINGS, FOR EXISTING OR PROPOSED PROPERTIES WITHIN THE GENERAL BUSINESS (“BG”) ZONING DISTRICT OF THE CITY OF MORROW, AS WELL AS ALL APPLICATIONS FOR BUILDING PERMITS, LAND DISTURBANCE PERMITS, AND CERTIFICATES OF OCCUPANCY FOR USE OF EXISTING OR PROPOSED PROPERTIES AS ASSEMBLIES AND/OR INSTITUTIONS WITHIN THE GENERAL BUSINESS (“BG”) ZONING DISTRICT OF THE CITY OF MORROW, TO BE IN EFFECT FROM ENACTMENT OF THIS RESOLUTION, THROUGH AND INCLUDING AUGUST 24, 2013; TO ADOPT AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Morrow is presently undertaking a comprehensive review of the 1986 Zoning Ordinance of the City of Morrow, Georgia in order to revise the zoning ordinance in a manner that will promote the health, safety, and general welfare of the public.

WHEREAS, the City of Morrow has requested an audit of the City’s commercial districts from the Atlanta Regional Commission, to assist with its comprehensive review of the zoning ordinance.

WHEREAS, the Atlanta Regional Commission has recently concluded its audit of the City’s Commercial districts, and has issued a detailed report and recommendation of potential changes that best align commercial zoning with the City’s future land use plans.

WHEREAS, one of the City’s goals in revising its zoning ordinance is to promote and encourage more retail and other commercial uses in the Southlake Mall area.

WHEREAS, the Atlanta Regional Commission has recommended a new overlay zoning district for Southlake Mall and the surrounding areas as part of the City’s zoning ordinance revisions.

WHEREAS, the City of Morrow is in the process of further review and study of the Atlanta Regional Commissioner’s recommendations for the Southlake Mall area to assist with its comprehensive revisions of the City’s current zoning ordinance.

WHEREAS, the moratorium provided for herein would preserve the status quo as to existing or proposed properties in the Southlake Mall area until the City has completed its comprehensive zoning review, and will better enable the City of Morrow to revise its zoning ordinance in accordance with its goals and the Atlanta Regional Commissioners recommendations.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORROW, GEORGIA, AND IT IS HEREBY RESOLVED

Section 1. Findings of Fact

The City Council of the City of Morrow, Georgia has made and hereby adopts the following findings of fact as the basis for the enactment of this moratorium:

- (a) The Atlanta Regional Commission and the Morrow City Council agree that Southlake Mall, along with the Southlake Mall area, is one of the City’s greatest assets.
- (b) The Southlake Mall area is currently within the City’s General Business (“BG”) Zoning District.
- (c) Promoting and encouraging more retail and commercial use and development in and around Southlake Mall will generate additional tax revenues for the City of Morrow and further the general welfare of the public.
- (d) A moratorium on rezoning and land use amendment applications, as well as applications for building permits, land disturbance permits and certificates of occupancy for proposed assembly and institutional use in the General Business (“BG”) Zoning District is

necessary as an emergency action to maintain the status quo while the City Council completes its study and review of the Atlanta Regional Commission's comprehensive rezoning recommendations before enacting comprehensive revisions to its zoning ordinance.

(e) This moratorium is a temporary emergency measure to assist the City Council with the future exercise of its zoning power in amending the 1986 Zoning Ordinance, and is not a "final legislative action" or a "zoning decision" subject to the provisions of the Zoning Procedures Law.

(f) This moratorium reflects a temporary change in policies relating to the acceptance of applications for rezoning, land use amendments, building permits, land disturbance permits, and certificates of occupancy in the General Business ("BG") Zoning District, and is in furtherance of a legitimate governmental interest to protect the health, safety, and general welfare of the citizens of the City of Morrow.

Section 2. Moratorium.

There is hereby adopted by the City Council for the City of Morrow, Georgia, a temporary moratorium on the acceptance by City of Morrow staff of (1) all new applications filed after the date of the enactment of this moratorium for land use amendments and/or the rezoning of parcels of land or buildings in existing or proposed properties within the General Business ("BG") Zoning District of the City of Morrow; and (2) all new applications filed after the date of the enactment of this moratorium for building permits, land disturbance permits, and certificates of occupancy for use of existing or proposed properties as an assembly or institution within the General Business ("BG") Zoning District of the City of Morrow. This moratorium shall not apply to permit applications filed with the City of Morrow prior to the date of the enactment of this moratorium, or permit applications filed based upon site plans that have

received preliminary or final approval by the City of Morrow as of the date of the enactment of this moratorium.

Section 3. Duration.

This moratorium shall commence on the date of its enactment by the adoption of this Resolution and remain in effect through and including August 24, 2013, or until such time as the City Council adopts its comprehensive revisions to the 1986 Zoning Ordinance of the City of Morrow, Georgia.

Section 4. Vested Rights.

This moratorium shall not apply to any landowners within the General Business (“BG”) Zoning District who have acquired vested property rights for the issuance of any building permit, land disturbance permit, and/or certificate of occupancy. Where a landowner believes a vesting of rights has occurred so as to exempt his/her property from this moratorium, the landowner may file a written request for such an exemption, with documents and other evidence submitted therewith substantiating the landowner’s vested rights to the issuance of the above-referenced permits, including but not limited evidence of a substantial change in position by expenditures and reliance on the probability of the issuance of the requested permit(s). The Planning and Economic Development Department will review and consider the landowner’s exemption request and may approve or deny such an exemption based upon its determination of the vesting of the landowner’s rights. Upon denial of a vested rights exemption request, the City Council will review the landowner’s request, as well as any additional facts or evidence presented by the landowner to substantiate his/her vested rights at the next regularly scheduled City Council public meeting that is scheduled at least (10) days following the exemption denial by the Planning and Economic Development Department. If the landowner is dissatisfied with the City

Council's decision regarding his/her exemption request, the landowner may file a *de novo* appeal to the Superior Court of Clayton County, Georgia.

WHEREAS, this Resolution shall be effective as of the date of its approval by the City Council for the City of Morrow, Georgia, as evidenced by the signature of the Mayor for the City of Morrow, Georgia.

SO RESOLVED, this 26th day of March, 2013.

J B Burke, Mayor

Attest:

Evyonne Browning, City Clerk

(Seal)