



CITY OF JONESBORO
Regular Meeting
170 SOUTH MAIN STREET
June 13, 2016 – 6:00 PM

NOTE: As set forth in the Americans with Disabilities Act of 1990, the City of Jonesboro will assist citizens with special needs given proper notice to participate in any open meetings of the City of Jonesboro. Please contact the City Clerk's Office via telephone (770-478-3800) or email at rclark@jonesboroga.com should you need assistance.

Agenda

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. ADOPTION OF AGENDA**
- IV. INVOCATION**
- V. PLEDGE OF ALLEGIANCE**
- VI. PRESENTATIONS - NONE**
- VII. PUBLIC HEARING**
 - A. Public Hearing regarding a map amendment to the Official Jonesboro Zoning Map for rezoning of .852 acres of property located along Stockbridge Road from H-1 to H-2.
 - B. Public Hearing regarding Conditional Use Permit No. 16CU-005 at 231 Stockbridge Road as requested by Breaking Down Barriers Ministry to allow for a "Place of Worship."
 - C. Public Hearing regarding Application #ALC-002, a request for a Retail Package Dealer license to sell beer and wine beverages for property located at 226 N. Main Street by AK Sairose, Inc dba- Exxon Onestop Gas & Grocery.
- VIII. PUBLIC COMMENT**
- IX. CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS**
 - A. City Council - Work Session - Jun 6, 2016 6:00 PM
 - B. City Council - Special Called Meeting - May 31, 2016 1:00 PM

X. CONSENT AGENDA

- A. Discussion regarding Intergovernmental Agreement for the provision of election services between Clayton County & the City of Jonesboro to conduct a Special Election on November 8, 2016.
- B. Discussion regarding Resolution #2016-09 to reappoint Therese Guidry to the Housing Authority of the City of Jonesboro, for a term to expire June 13, 2017.

XI. OLD BUSINESS

- A. Discussion regarding awarding RFP#16-003 to TSW in the amount of \$100,000.00 for the purpose of completing a Livable Centers Initiative Major Update and to authorize the Mayor to execute all necessary contracts.
- B. Discussion regarding approval to trade in two vehicles, plus an additional \$12,000 of seized funds to purchase a used replacement vehicle for the Narcotics Officer.
- C. Discussion regarding Application #ALC-002, a request for a *Retail Package Dealer* license to sell beer and wine beverages for property located at 226 N. Main Street by AK Sairose, Inc dba-Exxon Onestop Gas & Grocery.
- D. Discussion regarding a map amendment to the Official Jonesboro Zoning Map for rezoning of .852 acres of property located along Stockbridge Road from H-1 to H-2.
- E. Discussion regarding Conditional Use Permit No. 16CU-005 at 231 Stockbridge Road as requested by Breaking Down Barriers Ministry to allow for a "Place of Worship."

XII. NEW BUSINESS

XIII. REPORT/ANNOUNCEMENTS

XIV. REPORT OF COUNCILMEMBERS

XV. OTHER BUSINESS

City Administrator requests an Executive Session to discuss pending litigation and personnel related matters.

XVI. ADJOURNMENT

**CITY OF JONESBORO
WORK SESSION
170 SOUTH MAIN STREET
June 6, 2016 – 6:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Work Session on Monday, June 6, 2016. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

I. CALL TO ORDER - MAYOR JOY B. DAY

Attendee Name	Title	Status	Arrived
Joy B. Day	Mayor	Present	
Jack Bruce	Councilmember	Present	
Pat Sebo	Councilmember	Present	
Billy Powell	Councilmember	Present	
Larry Boak	Councilmember	Present	
Ed Wise	Councilmember	Present	
Ricky Clark	City Administrator	Present	
Franklin Allen	Chief of Police	Present	
Pat Daniel	Assistant City Clerk	Present	

II. ROLL CALL - RICKY L. CLARK, JR., CITY CLERK

III. INVOCATION

IV. WORK SESSION

- A. Discussion regarding awarding RFP#16-003 to TSW in the amount of \$100,000.00 for the purpose of completing a Livable Centers Initiative Major Update and to authorize the Mayor to execute all necessary contracts.

City Administrator Ricky Clark advised Council that additional changes would be made regarding insurance requirements. This item will be placed on the June 13, 2016 for additional discussion.

- B. Discussion regarding approval to trade in two vehicles, plus an additional \$12,000 of seized funds to purchase a used replacement vehicle for the Narcotics Officer.

RESULT:	CONSENT AGENDA ITEM	Next: 6/13/2016 6:00 PM
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- C. Discussion regarding a map amendment to the Official Jonesboro Zoning Map for rezoning of .852 acres of property located along Stockbridge Road from H-1 to H-2.

Public Hearing scheduled for June 13, 2016 at 6:00 p.m.

- D. Discussion regarding Conditional Use Permit No. 16CU-005 at 231 Stockbridge Road as requested by Breaking Down Barriers Ministry to allow for a "Place of Worship."

Public Hearing scheduled for June 13, 2016 at 6:00 p.m.

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

- E. Discussion regarding Application #ALC-002, a request for a *Retail Package Dealer* license to sell beer and wine beverages for property located at 226 N. Main Street by AK Sairose, Inc dba- Exxon Onestop Gas & Grocery.

Public Hearing scheduled for June 13, 2016 at 6:00 p.m.

- F. Discussion regarding Intergovernmental Agreement for the provision of election services between Clayton County & the City of Jonesboro to conduct a Special Election on November 8, 2016.

RESULT:	CONSENT AGENDA ITEM	Next: 6/13/2016 6:00 PM
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- G. Discussion regarding Resolution #2016-09 to reappoint Therese Guidry to the Housing Authority of the City of Jonesboro, for a term to expire June 13, 2017.

RESULT:	CONSENT AGENDA ITEM	Next: 6/13/2016 6:00 PM
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V. OTHER BUSINESS

VI. ADJOURNMENT

- A. Motion to Adjourn at 6:25 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joy B. Day, Jack Bruce
SECONDER:	Billy Powell, Councilmember
AYES:	Day, Bruce, Sebo, Powell, Boak, Wise

JOY B. DAY – MAYOR

RICKY L. CLARK, JR. – CITY ADMINISTRATOR

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.A

- A

COUNCIL MEETING DATE

June 6, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding awarding RFP#16-003 to TSW in the amount of \$100,000.00 for the purpose of completing a Livable Centers Initiative Major Update and to authorize the Mayor to execute all necessary contracts.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes Economic Development

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Recently staff released an RFP seeking a consultant to lead the LCI Major Update Study. The City seeks to update our existing LCI study by reassessing the feasibility and sustainability of land uses and development recommended in the original plan for the historic downtown district. The area of focus for this LCI includes the following focus areas:

- **Historic Downtown District** – This is the downtown district which includes residential, office and retail land uses. The downtown district includes commercial vacancies as well as opportunities for residential redevelopment. Further, the downtown district lends itself to being a site for future commuter rail/rapid transit plans.

Upon releasing the RFP, the City received bids from the following firms: Sizemore Group, Amec Foster & Wheeler, TSW, Lord Aeck & Sargent & the Collaborative Group. To ensure that the bid process was fair and comprehensive, City Administrator Ricky Clark & Mayor Joy Day were joined by Clayton County Economic Development Director Courtney Pogue & Kirby Glaze of Public-Private Partnership Management, Inc. Each proposal was evaluated based upon six (6) different criteria: Understanding & Approach, Experience, Consultant's staff qualifications, demonstrated ability, past performances & cost. Being that the total scores compiled by each of the reviewers were so close, we narrowed our consultants down to our top three. Each of the final three companies were interviewed by the Review Committee. After interviews, TSW was chosen as our top choice.

TSW has completed more than 25 studies and is closely familiar with the process and requirements. TSW will be collaborating with other firms such as Arnett Muldrow & Associates to perform a market analysis & also Keck & Wood whose firm specializes in transportation planning and civil engineering. Upon approval on the contract by Mayor & Council, TSW will begin consulting with the City staff to finalize our plan of action and execution.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky Clark, City Administrator

Date

June, 6, 2016

06/06/16

City Council

Signature

City Clerk's Office

Task 1: Existing Plan Assessment - \$12,640

Task 2: Marketing Analysis - \$14,850

Task 3: Public Input - \$21,800

Task 4: Concept Plan - \$15,840

Task 5: Deliverables - \$ 2,500

Total Project - \$100,000 ARC will fund 80% or \$80,000 the City is responsible for 20% match or \$20,000

City Funding Source: 52.1230 (Planning/Development/Engineering) FY' 16 Budget - \$50,000

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Professional Planning Services Contract 060116
- TSW Team Interview - Jonesboro LCI for email

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

PROFESSIONAL PLANNING SERVICES AGREEMENT

between

CITY OF JONESBORO, GEORGIA

and

TUNNELL, SPANGLER & ASSOCIATES, INC. D/B/A TSW

THIS PROFESSIONAL PLANNING SERVICES AGREEMENT ("Agreement"), made and entered into on this the ____ day of _____, _____ ("Effective Date"), by and between the **CITY OF JONESBORO, GEORGIA**, a municipal corporation under the laws of the State of Georgia ("Owner") and **Tunnell, Spangler & Associates, Inc., d/b/a TSW**, a corporation existing under the laws of the State of Georgia ("Consultant").

WITNESSETH:

WHEREAS, **Owner** desires to engage a qualified and experienced planning/engineering consultant to furnish professional services for a project known as the 10 Year Update for the Jonesboro Town Center Livable Centers Initiative ("Project"); and

WHEREAS, **Consultant** has represented to **Owner** that it is qualified and experienced to perform the services described herein, and has available the personnel and facilities necessary to accomplish the work within the required time;

WHEREAS, the Atlanta Regional Commission ("ARC") is the regional planning and intergovernmental coordination agency for ten (10) counties whose jurisdictional region includes the areas within the municipal limits of **Owner**. **Owner** and **Consultant** acknowledge that, as the Project is to be located within this jurisdictional region, it is subject to certain requirements of the ARC.

WHEREAS, **Owner** and **Consultant** further acknowledge that the Project is subject to certain requirements of federal law, including but not limited to regulations of the U.S. Department of Transportation, as well as certain requirements of state law, including but not limited to regulations of the Georgia Department of Transportation.

NOW, THEREFORE, **Owner** and **Consultant** agree as follows:

I. DESCRIPTION OF PROJECT: **Owner** and **Consultant** agree that the Project is as described in **Exhibit A**, which is attached to and incorporated herein by reference, and entitled the "**City of Jonesboro LCI Major Update: Project Approach.**" **Owner** and **Consultant** recognize that, during the course of performing the services under this Agreement, the Project may need to be reduced, expanded, or otherwise modified.

II. SCOPE OF CONSULTING SERVICES: **Consultant** agrees to perform those services described in Task Orders issued as amendments to this Agreement. Unless modified in writing by both parties, the duties of **Consultant** shall not be construed to exceed those services specifically set forth herein.

- A. Scope of Consulting Services - **Consultant** agrees to perform those tasks described in **Exhibit A (“Work”)**.
- B. Change of Scope of Consulting Services - **Owner** may, at any time during the term of this Agreement, make changes to scope of the consulting services provided under this Agreement and its technical provisions. If any such change causes any increase or decrease in **Consultant's** cost of performing any part of its obligations under this Agreement, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written amendment of such adjustment shall be made. Any claim by **Consultant** for an equitable adjustment shall be made in writing and delivered to **Owner** prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from **Owner**. Nothing in this subparagraph shall excuse **Consultant** from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes.

III. Contract Time:

- A. **Contract Term.** This Agreement shall terminate automatically upon completion of the Work to be performed by Consultant or issuance of the final payment owed to Consultant, whichever is later.
- B. **Time and Liquidated Damages**
 - 1. Consultant shall commence the Work under this Agreement on a date established by addendum to this Agreement (“Commencement Date”). Consultant shall complete the Work within the time frame listed in the addendum to this Agreement (“Completion Date”). The number of consecutive days from the Commencement Date, through the Completion Date, shall constitute the “Contract Time.”
 - 2. Consultant shall pay Owner the sum of one hundred dollars (\$100.00) per day for each and every business day of unexcused delay in completing the Work beyond the Completion Date. Any sums due and payable hereunder by Consultant shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. When Owner reasonably believes that completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Consultant an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Consultant overcomes the delay in payment, Owner shall promptly release to Consultant those funds withheld, but no longer applicable, as liquidated damages.

- C. Notwithstanding Paragraph III(A) above or any other provision in this Agreement, **Owner** shall have the unilateral right to terminate this Agreement at any point during any term of this Agreement, without cause, by providing thirty (30) days written notice to **Consultant** of its desire to terminate.

IV. SCOPE OF OWNER SUPPORT: **Owner** agrees to provide the following:

- A. All criteria and full information as to **Owner's** requirements for the Project.
- B. Available information and data pertinent to the Project.
- C. Timely reviews of work products.
- D. **Owner** shall appoint an **Owner's** representative with respect to work to be performed under this Agreement. Said **Owner's** representative shall have complete authority to transmit instructions, receive information, and interpret and define **Owner's** policies. **Consultant** shall be entitled to rely on representations made by said **Owner's** representative unless otherwise directed in writing by **Owner**.

V. AUTHORIZATION AND PROGRESS: Upon execution of an addendum to this Agreement, described in Exhibit C, which is attached hereto and incorporated herein by reference, including but not limited to such provisions as the Contract Time, project schedule, interim milestones and work product submittal dates, **Owner** grants **Consultant** specific authorization to proceed with the Work described in **Exhibit A. COMPENSATION:** Compensation for services provided under Article II shall be as set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference.

VI. RESPONSIBILITY OF CONSULTANT:

- A. Professional Services: **Consultant** is employed to render a professional service only, and any payments made to **Consultant** are compensation solely for such services rendered and recommendations made in carrying out the Work. **Consultant** shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. **Consultant** shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. No review of **Consultant's** professional work product, including, but not limited to any plans and specifications, by any of **Owner's** employees or agents shall relieve **Consultant** of any responsibility with respect to such professional work product.

VII. INDEMNIFICATION:

- A. To the fullest extent permitted by Laws and Regulations, **Consultant** shall indemnify and hold harmless **Owner**, and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and

damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the **Consultant's** performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of **Consultant**, any subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against **Owner** or any of its elected officials, officers, directors, partners, employees, or agents by any employee (or the survivor or personal representative of such employee) of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Article VIII shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for **Consultant** or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

VIII. INSURANCE: Prior to the start of the Work, **Consultant** shall procure and maintain in force for the Contract Time, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, Professional Liability Insurance and Excess/Umbrella Liability Insurance. **Owner** shall be named as additional insured in each of these policies except Workers' Compensation Insurance and Professional Liability Insurance. All policies must be placed with a carrier rated not less than A-VIII by A. M. Best..

A. Minimum Limits of Insurance

- 1. **Commercial General Liability** with a combined Bodily Injury and Property Damage coverage limit of not less than \$1,000,000 per occurrence and \$1,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, owner named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.
- 2. **Commercial Automobile Liability** insurance covering the use of all owned, non-owned and hired vehicles with a combined Bodily Injury and

Property Damage limit of \$1,000,000. Carrier waives right of subrogation against certificate holder.

3. **Workers' Compensation and Employer's Liability insurance** with limit of the minimum required by Labor Code, State of Georgia. Carrier waives right of subrogation against certificate holder.
 4. **Consultant** shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of **Consultant**. Such coverage shall be maintained for the duration of the services provided hereunder, and **Consultant** shall provide **Owner** with additional certificates of insurance to evidence such coverage throughout said period.
 5. **Excess/Umbrella Liability** insurance limit of not less than \$1,000,000 general aggregate, \$1,000,000 occurrence. Such policy must be in excess of policy limits of the primary coverage for general liability, automobile liability and employer's liability.
- B. **Deductibles and Self-Insured Retentions** – Any deductibles or self-insured retentions must be declared to **Owner** and accepted by **Owner**. At **Owner's** option, **Consultant** shall demonstrate financial capability for payment of such deductibles or self-insured retentions by submitting a financial statement.
- C. **Insurance Certificates** – An insurance certificate must be furnished by **Consultant** to **Owner**. Endorsements showing additional insured where applicable, and waiver of subrogation must be provided. Each insurance certificate, except for the certificate for Professional Liability Insurance, where applicable, must be endorsed with the following affirmative statement: *"Coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice, return receipt requested, has been given to Owner and to each other additional insured to whom a certificate of insurance has been issued."* Written notice for cancellation due to non-payment of premium will be within 10 days.

IX. SUBCONTRACTS: **Consultant** shall be entitled, to the extent determined appropriate by **Consultant**, to subcontract any portion of the Work to be performed under this Agreement. **Consultant** shall be responsible for all work products and actions of all subcontractors. Before employing or retaining any such subcontractor, **Consultant** shall inform **Owner** in writing of its decision to employ or otherwise retain any subcontractor and shall obtain **Owner's** written approval of such decision. Subcontractors must comply with the same insurance requirements as the **Consultant**. The ARC must approve, in writing, the selection of any subcontractor prior to the employment or retention of such subcontractor.

X. SUSPENSION OF WORK: **Owner** may suspend, in writing, all or a portion of the Work. **Consultant** may request that the Work be suspended by notifying **Owner**, in writing, of circumstances that are interfering with the normal progress of work. **Consultant** may suspend

work on Project in the event **Owner** does not pay any invoice when due. The time for completion of the work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the terms of this Agreement are subject to re-negotiation, and both parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XII.

XI. TERMINATION OF WORK: **Owner** may terminate all or a portion of the Work covered by this Agreement for its convenience at any time. **Owner** or **Consultant** may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing 15 days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, **Consultant** shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or unfinished documents, maps, studies, work papers and reports prepared by **Consultant** under this Agreement shall be the sole property of **Owner**. The time spent on such additional work shall not exceed 5 percent of the time expended on Project prior to the effective date of termination. **Consultant** shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.

XII. CONFLICT OF INTEREST:

- A. **Consultant** certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of **Owner**, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of **Consultant** or its subcontractors and that no person associated with **Consultant** or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
- B. Should **Consultant** become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, **Consultant** shall immediately notify **Owner**. If **Owner** determines that a conflict of interest exists, **Owner** may require that **Consultant** take action to remedy the conflict of interest or terminate the Agreement without liability. **Owner** shall have the right to recover any fees paid for services rendered by **Consultant** which were performed while a conflict of interest existed if **Consultant** had knowledge of the conflict of interest and did not notify **Owner** within one week of becoming aware of the existence of the conflict of interest.
- C. **Consultant** warrants that **Consultant** and **Consultant's** subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for **Consultant** or its subcontractor(s) to solicit or secure this Agreement and that **Consultant** and **Consultant's** subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for **Consultant** or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or

resulting from the award of this Agreement. For any breach or violation of this provision, **Owner** shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

- D. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

XIII. OWNERSHIP OF DOCUMENTS: Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of **Owner**. **Consultant** may retain reproducible copies of such documents. **Owner** hereby releases **Consultant** from all damages, claims, and losses arising out of any use of such original documents by **Owner** other than for information and reference in connection with the use, operating and occupancy of the Project by **Owner** and others. **Owner** further agrees that **Owner** will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by **Owner** or a wholesale customer of **Owner**. Nothing stated herein shall prevent **Consultant** from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of **Owner** is disclosed to such other client or any other party.

Consultant agrees that any electronic documents provided to the **Consultant** by the **Owner** for the **Consultant's** use on the Project belong to and remain the property of the **Owner**. The **Consultant** will not disseminate any such documents to third parties without the **Owner's** written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The **Owner** takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the **Consultant** is implied.

XIV. CONSULTANT TO COOPERATE: If **Owner** undertakes or awards other contracts for additional related work, **Consultant** shall fully cooperate with such other consultants or other independent contractors of **Owner** and the **Owner's** employees, and carefully fit its own work to such additional work as may be directed by **Owner**. **Consultant** shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of **Owner** or any employee of **Owner**.

XV. FEDERAL LAW REQUIREMENTS: In addition to the provisions in the Article X, **Consultant** agrees to use competitive procedures and to follow the applicable Federal regulations in 2 C.F.R. Part 200.318 through 200.326 in employing or retaining any subcontractor to perform Work under this Agreement. **Consultant** also agrees to comply with the applicable provisions in 2 C.F.R. Part 200.318 through 200.326 as to accounting and financial requirements, records maintenance and administration of contracts. **Consultant** further agrees to comply with the Disadvantaged Business Enterprise requirements contained in 49 C.F.R. Part 26.

XVI. ARC REQUIREMENTS: Owner and Consultant acknowledge that the obligations and duties of this Agreement are subject to the terms of any agreement between Owner and ARC concerning the Project. The term of this Agreement shall not commence prior to the execution of any such agreement between Owner and ARC and the obligations and duties under this Agreement shall be completed before the expiration of any such agreement. Any financial amounts owed or otherwise due pursuant to this Agreement shall not exceed the amount of financial funding contained in the agreement between Owner and ARC concerning the Project.

XVII. PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM:

Consultant shall participate in the federal work authorization program throughout the contact period, as provided in OCGA 13-10-91. Consultant shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the Subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. Such forms are attached hereto and incorporated herein as Exhibit D.

XVIII. AUDITS AND INSPECTORS: At any time during normal business hours and as often as **Owner** may deem necessary, the **Consultant** shall make available to **Owner** and/or representatives of **Owner's** Department of Internal Audit for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **Owner** and/or representatives of its Department of Internal Audit to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. **Owner's** right to audit and inspect **Consultant's** records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by **Owner** or any reviewing agencies, and **Consultant** agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

XIX. INDEPENDENT CONTRACTOR: **Consultant** shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **Consultant** or any of its employees to be the agent, employee, or representative of **Owner**, except that the Scope of Consulting Services described in **Exhibit B** may include having employees of **Consultant** serve as a representative of **Owner** during the Project.

XX. ASSIGNMENT: This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by **Owner** or **Consultant** without prior written consent of the other.

XXI. INTEGRATION: This Agreement represents the entire understanding of **Owner** and **Consultant** as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

XXII. JURISDICTION: This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXIII. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

Owner

City of Jonesboro

124 North Avenue

Jonesboro, GA 30236

Consultant

TSW

1389 Peachtree Street, NE; Suite 200

Atlanta, Ga. 30309

XXIV. CAPTIONS: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

XXV. REFERENCES: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

XXVI. LEGAL PROCEEDINGS: In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

XXVII. INTERPRETATION: Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

XXVIII. EXHIBITS: The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

XXIX. TIME OF ESSENCE: Time is of the essence of this Agreement.

{Remainder of this Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

Owner:

Consultant:

City of Jonesboro
Professional Services

10

DRAFT Contract Agreement
May 23, 2016

City of Jonesboro

Tunnell, Spangler & Associates, Inc., d/b/a
TSW

By (Typed Name)

T. William Tunnell

By (Typed Name)

Title

Chief Executive Officer

Title

Signature

Signature

[SEAL]

[SEAL]

Attest:

Attest:

XXXXXX

City Clerk

Witness

Witness

Address for Giving Notice:

City of Jonesboro

124 North Avenue

Jonesboro, Georgia 30236

Address for Giving Notice:

TSW

1389 Peachtree St NE, Suite 200

Atlanta, GA 30309

Approved as to form

XXXXXX

City of Jonesboro

Attorney

(Attach evidence of authority to sign and
resolution or other documents
authorizing execution of Agreement)

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

LIST OF EXHIBITS

Exhibit A	City of Jonesboro LCI Major Update: Project Approach
Exhibit B	Compensation
Exhibit C	Addendum
Exhibit D	Contractor's and Subcontractor's Affidavits

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

EXHIBIT A
CITY OF JONESBORO LCI MAJOR UPDATE: PROJECT APPROACH

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

EXHIBIT B COMPENSATION

I. LUMP SUM COMPENSATION

Services provided under **Exhibit A** for all described tasks shall be compensated on a lump sum basis. The total compensation ceiling, for completion of services described in **Exhibit A**, shall be One hundred thousand dollars (\$100,000.00). This price may only be modified under separate agreement.

Invoices shall be submitted monthly for the work completed during the previous billing period.

Owner shall not be obligated to reimburse Consultant for costs incurred above the compensation ceiling unless Owner agrees in writing to do so.

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

**EXHIBIT C
ADDENDUM**

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

EXHIBIT D

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Jonesboro, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Jonesboro, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Jonesboro at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

Tunnell, Spangler & Associates, Inc.

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Utility Service Co., Inc., on behalf of the City of Jonesboro, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

Tunnell, Spangler & Associates, Inc.

By: _____
Printed Name of Authorized Officer or Agent
Its: _____
Title of Authorized Officer or Agent of Contractor

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public
My Commission Expires:

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)



LCI STUDY: MAJOR UPDATE

TSW | ARNETT MULDROW & ASSOCIATES | KECK & WOOD

TEAM INTRODUCTION

TEAM OVERVIEW



Atlanta-based full service planning, architecture, and landscape architecture firm focusing on sustainable community planning and design.



Arnett Muldrow & Associates

Economic and market analysis firm created to help communities rebuild their downtowns, reinvigorate their neighborhoods, and create economic development opportunities.



Keck & Wood, Inc.

Engineering consulting firm committed to improving the quality of life in the communities they serve through ethical and dedicated service.



SIMILAR EXPERIENCE

SIMILAR EXPERIENCE

OVERALL LCI EXPERIENCE

- Avondale Estates Downtown Master Plan
- Bankhead MARTA Station LCI
- Bells Ferry LCI Community Design Guidelines
- Buford Town Center LCI
- Buford Town Center LCI 10-Year Update
- Buford Town Center LCI streetscape projects
- Canton River Mill LCI
- Clarkston 10-Year LCI Study Update
- Covington Highway 278 Corridor LCI
- Covington Highway 278 Corridor LCI streetscape
- Decatur 10-Year LCI Update
- Delk Road TOD LCI
- **Doraville Downtown Master Plan LCI**
- Doraville Downtown Master Plan LCI streetscape
- Douglasville 10-Year LCI Update
- Griffin North Hill Street LCI
- Griffin Town Center LCI
- HE Holmes MARTA Station LCI
- Hampton Town Center LCI
- Hapeville Main Street Town Center LCI
- Hudson Bridge-Jonesboro Roads LCI
- Kensington TOD LCI
- Lakewood LCI
- **Loganville Town Center LCI**
- **Monroe Town Center LCI**
- Moreland Avenue Corridor
- Park Place Multimodal Mixed-Use Center LCI
- Ponce de Leon Corridor
- South Downtown Transit Station Enhancements LCI
- Stockbridge 10-Year LCI Study Update
- **Union City Town Center LCI**
- Vine City/Washington Park LCI
- West Lake MARTA Station Area LCI
- **Winder Town Center LCI**

~Over **\$21 Million** Leveraged in LCI Implementation Funding~

SIMILAR EXPERIENCE

WOODSTOCK DOWNTOWN

- Successful integration of mixed-use development into a historic town center
- Form-based code
- Community workshops
- Private development master plan
- Streetscape improvements



Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF

SIMILAR EXPERIENCE

WOODSTOCK DOWNTOWN



Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF

SIMILAR EXPERIENCE

DOWNTOWN LAWRENCEVILLE REVITALIZATION

- Master Plan for downtown redevelopment
- Code to support mixed-use development
- Jackson Street Master Plan focuses on civic core and includes new Lawrenceville Lawn
- Community workshops
- Private development master plan (Cornerstone on the Square)



SIMILAR EXPERIENCE

DOWNTOWN LAWRENCEVILLE REVITALIZATION



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SIMILAR EXPERIENCE

SUWANEE DOWNTOWN MASTER PLAN UPDATE

- Comprehensive Master Plan for downtown area of progressive suburban city
- Detailed plans for catalytic sites
- Extensive community engagement process
- Worked with developers to ensure realistic solutions



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SIMILAR EXPERIENCE

SUWANEE DOWNTOWN MASTER PLAN UPDATE



Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF



OUR APPROACH

PROJECT INFORMATION

OUR APPROACH

- > Existing Plan Assessment
- > Market Analysis
- > Public Input
- > Updated Concept Plan
- > Prepare Deliverables
- > GETTING IT BUILT!

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF

PUBLIC INPUT

Participatory

Coordinated

Transparent

Creative Outreach

CREATIVE OUTREACH



- Public workshop
- Social Media
- Surveys
- Local Media
- Storefront Display
- T-shirts
- Get school children involved
- Photo Contest
- Booth at city event

UPDATED CONCEPT PLAN

Update goals, policies, and action strategies

Prepare a detailed development concept plan

Create Strategies to Attract Developers



IMPLEMENTATION PLAN

TIMELINE



#CANTONFORWARD // ACTION MATRIX				
PROJECT	START DATE	EST. COST	RESPONSIBLE PARTIES	FUNDING SOURCES
CONNECTIONS				
Main & North Streets two-way conversion	2021	\$3M	City	City, LCI
Ped/bike bridge over river and West Main Street sidewalk improvements	2019	\$3M	City	City, LCI, TAP, SPLOST, CDBG
Riverdale Circle two way conversion	2025	\$70,000	Private, City	Private
Hill Street, Hill Street Circle, & Academy Street sidewalk & streetscape improvements	2017	\$2.7M	Private, City	Private, City
Riverdale Circle & Middle Street sidewalk & streetscape improvements	2020	\$1.8M	Private, City	Private, City
West Marietta Street sidewalk extension	2023	\$140,000	City	City
Bicycle racks	2018	\$10,000	City	City
Bicycle marketing campaign	2018	\$2,000	City, DDA	City, DDA
Bicycle loop from River through Downtown	2027	\$1.5M	City	City
Future commuter rail service	TBD	TBD	TBD	TBD

ACTION MATRIX // FROM VISION TO REALITY

PRIORITY PROJECTS

DRAFT #CANTONFORWARD 5

5-year schedule of action

Prioritize Next Steps

Identify Funding & Financing

WHO IS JONESBORO?

WHAT COULD IT BE?

WHAT SHOULD IT BE?



MARKET ANALYSIS

Current Demographic & Market Conditions

Identify/Define Catalyst Project to kick-off redevelopment

Redevelopment Financing Options

WHAT DO WE HAVE TO DO TO GET THERE?

CITY OF HERNANDO

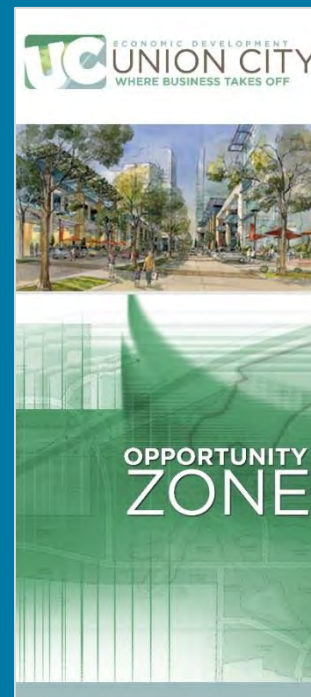
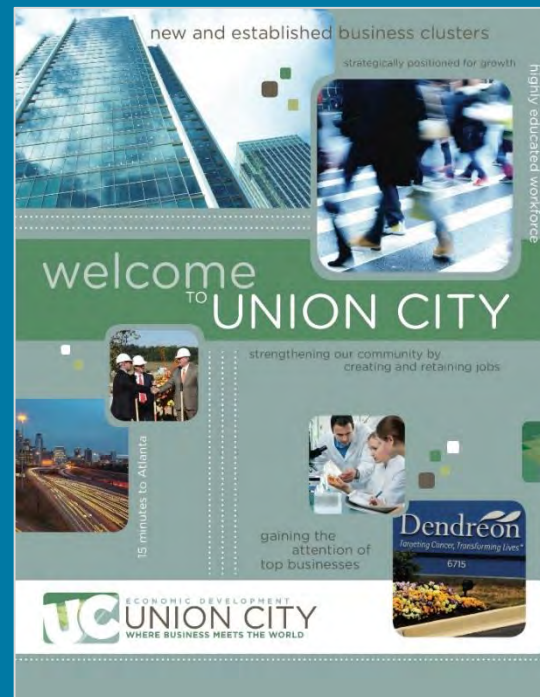
- Economic Potential
- Consumer/user based market analysis process





UNION CITY

- Economic Potential
- Catalyst Projects & Creative Energy





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FIRST IMPRESSIONS

STARTING THE CONVERSATION



FIRST IMPRESSIONS

STARTING THE CONVERSATION



FIRST IMPRESSIONS

STARTING THE CONVERSATION



FIRST IMPRESSIONS

PUBLIC ENHANCEMENTS



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FIRST IMPRESSIONS

PUBLIC ENHANCEMENTS



Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF

WHY THE TSW TEAM?



- o Meaningful Public Involvement
- o Award- Winning Plans
- o PROCESS TAILORED FOR JONESBORO
- o Focus on Implementation
- o Over 130 Completed Developments
- o Over \$21 Million leveraged in LCI Implementation funding



LCI STUDY: MAJOR UPDATE

TSW | ARNETT MULDROW & ASSOCIATES | KECK & WOOD



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.A

- B

COUNCIL MEETING DATE
June 6, 2016

Requesting Agency (Initiator)

Police

Sponsor(s)

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding approval to trade in two vehicles, plus an additional \$12,000 of seized funds to purchase a used replacement vehicle for the Narcotics Officer.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Current vehicle in use by the narcotics officer assigned to the Clayton County Narcotics Unit is a 2005 GMC Yukon with 200,000 + miles and in need of repair. City mechanic has stated the vehicle is in the latter stages of use and will eventually breakdown. The estimated cost of repair is beyond the value of the vehicle.

Chief Allen is requesting approval to trade in the 2005 GMC Yukon and another seized vehicle, a 2006 Mitsubishi Lancer that has been awarded to the City along with \$12,000.00 from seized funds in order to purchase a used vehicle to replace the Yukon for the narcotics officer.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

•

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date

June, 6, 2016

06/06/16
ITEM

City Council
Next: 06/13/16

CONSENT AGENDA

Signature

City Clerk's Office



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.A

- C

COUNCIL MEETING DATE
June 6, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding a map amendment to the Official Jonesboro Zoning Map for rezoning of .852 acres of property located along Stockbridge Road from H-1 to H-2.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Public Hearing

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Economic Development

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Re-zoning Assessment per Sec. 86-374. - Standards of review for Map Amendments:

- **Relationship to the established land use pattern.** Surrounding properties are as follows: Jonesboro's H-1 Historic District (east), Jonesboro's H-1 Historic District (south), Jonesboro's R-2 Single Family Residential (north), Jonesboro's R-2 Single Family Residential (west)
- **Compatibility with comprehensive plan; timing of development.** The property is vacant. According to the City's 2025 Future Land Use Map, the property is considered as "Office/Business" for the City's 20-year vision. The purpose and importance of the Future Land Use Map is to encourage compatible land uses for the next 20 years. According to that document, this request is not compatible to the Comprehensive Plan.
- **Suitability of the zoning proposal.** The proposed use for this property is a Childcare Center. The property is currently zoned as H-1 and the proposed use is not permitted.
- **Impact on public facilities and services; referrals to other agencies.** The City and/or County may not have immediate services in place for the site. Any additions of water and sewer utilities services will be at the responsibility of the property owner. Services of police and fire protection are currently available to the site.
- **Impact on public financial resources.** It is important to note that the upzoning will provide for additional uses.

In addition, should the Map Amendment be approved, Staff does not foresee any issues to the current maintenance plan of public utilities, schools, streets and other public services.
- **Availability of other land suitable for the proposed use.** N/A
- **Impact on neighborhood character.** Please see the attached comparison between H-1 and H-2.
- **Effect on adjacent property.** Staff does not foresee any physical effects to the adjacent properties. However, the proposed zoning classification is not compatible to the 20 Year City Vision.
- **Impact on surrounding property values.** Currently the property is vacant and land development would allow for a substantial advantage for the community and the surrounding area. The property contains two one-story brick buildings and have remained vacant for a number of years.
- **Circumstances peculiar to the context.** There are no conditions or trends that would affect the use and development of the property.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
June, 6, 2016

06/06/16 City Council

Signature

City Clerk's Office

- **Impact on the public interest**. N/A

9.A

Environmental impact. The property does not appear to have any issues with storm drainage, soil erosion and sedimentation, flooding, air quality, loss of natural areas and habitat and water quality and quantity. More details will be found at the time of development of the site.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Rezoning Application - 118 Stockbridge Road
- Zoning Map (118 Stockbridge)
- H1 vs. H2 Zoning Comparison

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

1#700 bkjohnson4@aol.com

APPLICATION FOR REZONING/CONDITIONAL USE
PERMIT
CITY OF JONESBORO

APPLICATION ATTACHMENTS

Rezoning From H1 to H2 and Acquire Conditional Use

The property is located at 118 Stockbridge Rd Jonesboro, Georgia 30236 and is currently zoned H1. The property contains two one-story brick buildings that have remained abandoned for roughly eight years. Prior to abandonment, the property was used as a dialysis center. We are applying to rezone the property from H1 to H2 and acquire a conditional use permit to allow for the operation of a pre-school/daycare facility. The zoning of adjacent properties are R4, R4/O&I, H1, and H1. The size of the lot is 37,113 ft² (.852 acres); a plat and legal description are attached hereto.

The proposed lease agreement for the property calls for substantial renovations to the property to repair and replace damage from vandalism and neglect. The expected renovations will replace stolen HVAC system, repair broken windows, and improve overall aesthetics while maintaining the historical integrity of the property.

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ATTACHMENT TO ZONING AMENDMENT APPLICATION

CITY OF JONESBORO
ZONING DISCLOSURE LAW COMPLIANCE

(RE: Title 36, Chapter 67A, Official Code of Georgia Annotated)

SECTION A: ZONING DISCLOSURE LAW REQUIREMENTS

1. Effective July 1, 1986, the Mayor or any member of the city council of the City of Jonesboro, including their spouse, mother, father, brother, sister, son or daughter must disclose, in writing, any property interest, or financial interest in any business which has property interest in any real property subject of a rezoning application.
2. Effective July 1, 1986, any applicant for rezoning must file within ten days of submittal of the application, a disclosure report if within two years immediately preceding the application, the applicant has made campaign contributions or gifts in which the aggregate campaign contributions or aggregate value of the gifts have a value of \$250.00 or more to the Mayor or any member of the city council of the City of Jonesboro.
3. Failure to comply with the Disclosure Requirement is considered a misdemeanor.

SECTION B: DISCLOSURE STATEMENTS

- I (a) Does the Mayor or any member of the City Council of the City of Jonesboro, including their spouse, mother, father, brother, sister, son or daughter have a property or financial interest in the property subject of the accompanying rezoning application? (RE: Section A 1)

Yes _____ No X

(b) If the answer to section B (a) above is yes, then state the name of said person and have said persons sign in the space below stating their relationship to the applicant.

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

1. (a) Based upon the statement in Section A 2 above and in Title 36, Chapter, 67A of the O.C.G.A. does the applicant meet the requirements for filing a Disclosure Report? Yes _____ No x
- (b) If a Disclosure Report is required, please provide the following information in the Disclosure Report for each campaign contribution and/or gift made:
- (1) The name of the official to whom the campaign contribution gift was made _____
- (2) The dollar amount and the date of contribution. _____
- (3) Enumeration and description of each gift having an aggregate value of \$250.00 or more. _____
- (c) Attach and sign additional sheets for the Disclosure Report necessary.

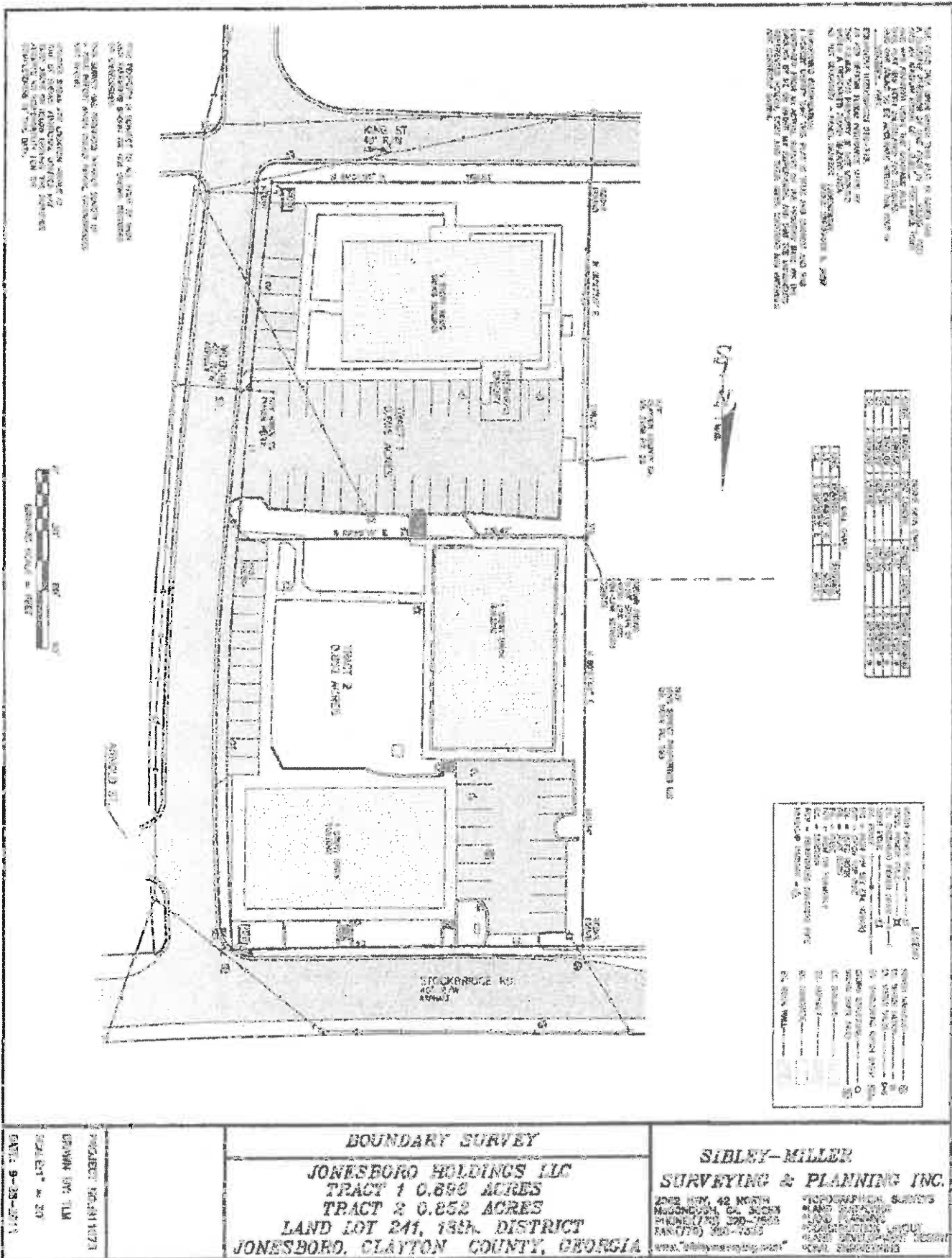
Cheryl B.
Applicant Signature

4-26-16
Date

Sworn to and subscribed before me this 26 day of April, 2016.

Vickie Whisenant
NOTARY PUBLIC





All that tract or parcel of land lying and being in Land Lot 241 of the 15th District of Clayton County, City of Jonesboro, Georgia and being more particularly described as follows:

Beginning at an iron pin located at the intersection of the West right of way margin of Wilburn Street (40 foot right of way) and the South right of way margin of Stockbridge Road (40 foot right of way); From said point of beginning, run thence south 00 degrees 38 minutes 08 seconds west along the westerly right of way margin of Wilburn Street a distance of 207.96 feet to an iron pin; run thence north 89 degrees 55 minutes 18 seconds west 176.47 feet to an iron pin; run thence north 00 degrees 27 minutes 50 seconds east 206.94 feet to an iron pin located on the south right of way margin of said Stockbridge Road; run thence north 4 degrees 40 minutes 43 seconds east along said right of way of Stockbridge Road a distance of 59.55 feet to a point; continuing along said right of way north 89 degrees 17 minutes 21 seconds east 110.89 feet to an iron pin and the Point of Beginning.

- _____ Man-made features adjacent to the property, including street right-of-ways and street names, city limits and other significant information such as bridges, water and sanitary sewer mains, storm drainage systems and other features, as appropriate.
- _____ The location and right-of-way width of all proposed streets.
- _____ Indicate domestic water supply source, sanitary sewer service and the approximate location of proposed storm water drainage and detention facilities.
- _____ Any existing or proposed easements.
- _____ Location of all improvements, public areas or community facilities proposed for dedication to public use.
- _____ Proposed lot lines and minimum front, side and rear building setbacks for each lot.
- _____ Approximate footprint and location of all existing and proposed buildings and structures on and adjacent to the site.
- _____ Proposed solid waste facilities and outdoor storage areas.
- _____ Proposed buffers and greenspace.
- _____ Proposed development schedule.

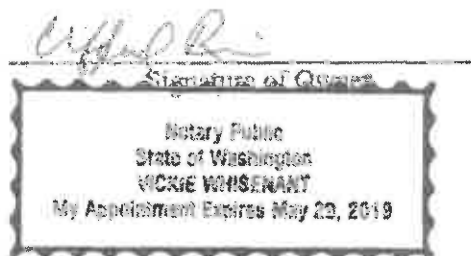
The City may require submission of additional information as may be useful in understanding the proposed use and development of the property.

EXPENSE FOR REZONING IS \$600 WHICH COVERS PLANNING REVIEW AND ADVERTISEMENT COST.

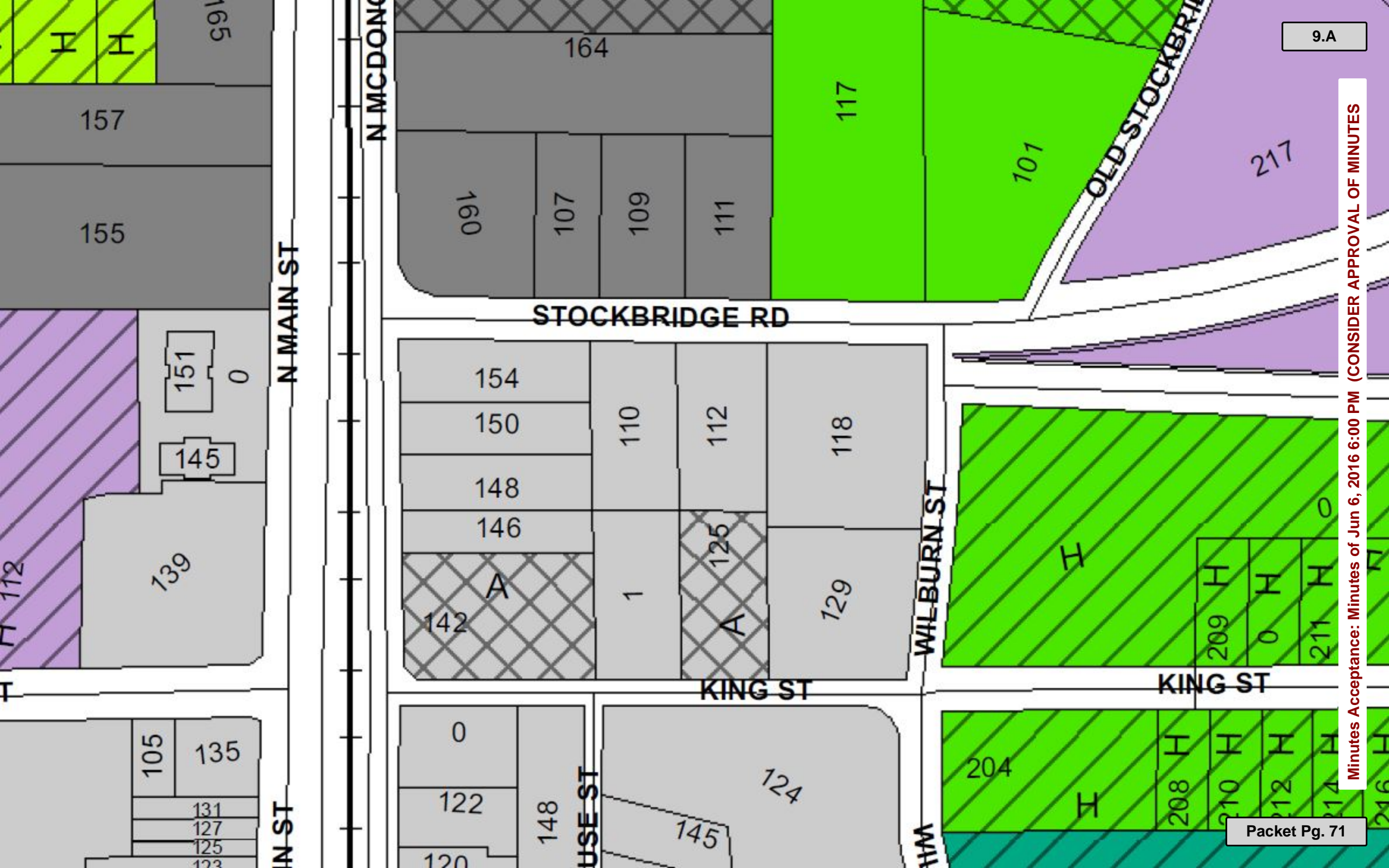

Notary Public

My commission expires:

5/29/2019



PUBLIC HEARINGS TO BE HELD AT: 170 SOUTH MAIN STREET
JONESBORO, GEORGIA 30236



Sec. 86-204. - Table of uses allowed by zoning district.

Use is permitted "by right" in the use district indicated = P
 Use is permitted as a conditional use (section indicated) = C
 Use is not permitted = N

NAICS Code	USES	H-1	H-2	Code Section
	Residential Uses			
	Single Family Detached Dwelling	N	P	
	Two-Family Dwelling (Duplex)	N	N	
	Single Family Attached (Townhouses and Condominiums)	C	C	Sec. 86-202
	Multifamily	N	N	
	Mixed Use Dwelling, including Lofts	C	C	Sec. 86-182
	Institutional Uses			
8139	Business, Professional, Labor, Political and Similar Organizations	N	P	
8132	Charitable Organization Offices	P	P	
62411	Child and Youth Services	P	P	
8131	Churches and Other Places of Worship	C	C	Sec. 86-183
8134	Civic and Social Organizations	C	C	Sec. 86-184
8134	Civic and Social Organizations, without Private Bar or Restaurant	C	C	Sec. 86-185

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624210	Community Food Services	N	N	
51412	Libraries and Archives	P	C	Sec. 86-128
624410	Nursery school (Child Day Care Services)	N	C	Sec. 86-122
624410	Family Day Care Home	N	N	Sec. 86-123
624120	Adult Day Care Home	N	N	Sec. 86-124
624120	Adult Day Care Center	N	C	Sec. 86-125
623110	Nursing Care Facilities	N	N	Sec. 86-129
62149	Other Outpatient Care Centers	N	N	
622110	General Medical and Surgical Hospitals	N	N	
6239	Other Residential Care Facilities Care, Personal Care Homes	N	N	Sec. 86-127
623990	Other Residential Care Facilities Care, Group Homes	N	N	Sec. 86-127
6113	Colleges, Universities and Professional Schools	N	C	Sec. 86-186
6111	Elementary and Secondary Schools	N	C	Sec. 86-187
6112	Junior Colleges	N	C	Sec. 86-188

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

6233	Retirement Community	N	C	Sec. 86-129
8133	Social Advocacy Organizations	P	P	
6241	Social Services Assistance, including Individual and Family Services	P	P	
	Arts, Entertainment and Recreation			
711410	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures	P	P	
71312	Amusement Arcades	P	N	Sec. 86-130
7115	Artist's Studios	P	P	
71399	Billiard and Pool Halls	P	N	Sec. 86-131
713950	Bowling Centers	N	N	
515	Broadcasting	C	C	Sec. 86-132
71399	Community Recreation Facility (non-profit) including YMCA, Senior Centers, and City Recreational Centers	P	C	Sec. 86-189
711120	Dance Companies, without theaters	P	P	
713940	Fitness and Recreational Sports Centers, Health Clubs	P	P	
71391	Golf Courses and Country Clubs	N	N	Sec. 86-190

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711510	Independent Artist, Writers, and Performers	P	P	
512131	Motion Picture Theaters (except Drive-Ins)	C	C	Sec. 86-133
512132	Motion Picture Theaters (Drive-Ins)	N	N	Sec. 86-134
712110	Museums	P	C	Sec. 86-191
711130	Musical Groups and Artist	P	C	Sec. 86-135
712190	Nature Parks and Other Similar Institutions	N	C	Sec. 86-136
71399	Neighborhood Recreation Centers, including Parks, Playgrounds, Tennis, Pools and Other Recreation Amenities, with or without Accessory Food and Beverage Sales (Private)	N	N	Sec. 86-192
71399	Parks, Playgrounds and Other Open Space Amenities, including Squares, Greens and Pocket Parks (private)	P	P	
7111	Performing Arts Theaters: Drama, Dance, Music	C	C	Sec. 86-193
51219	Postproduction Services and Other Motion Picture and Video Industries	P	C	Sec. 86-137
711320	Promoters of Performing Arts, Sports, and Similar Events without Facilities	P	P	
5122	Sound Recording Industries	P	C	Sec. 86-138

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711211	Stadiums, Coliseums, Arenas, Amphitheaters	N	N	Sec. 86-194
711110	Theater Companies and Dinner Theaters	C	C	Sec. 86-195
	Office Uses			
5412	Accounting, Tax Preparation, Bookkeeping, and Payroll Services	P	P	
926	Administration of Economic Programs	P	P	
924	Administration of Environmental Quality Programs	P	P	
925	Administration of Housing Programs, Urban Planning, and Community Development	P	P	
923	Administration of Human Resource Programs	P	P	
5418	Advertising and Related Services	P	P	
621999	All Other Miscellaneous Ambulatory Health Care Services	P	P	
621498	All Other Outpatient Care Centers	P	P	
5413	Architectural, Engineering, Land Planning, Surveying and Related Services	P	P	
5221	Banks, Credit Unions and Savings Institutions	P	P	Sec. 86-139
621991	Blood and Organ Banks	N	N	Sec. 86-140

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5231	Brokerage for Securities, Commodities and Other Financial Investments	P	P	
5614	Business Support Services	P	P	
236220	Commercial and Institutional Building Construction	P	C	Sec. 86-141
5415	Computer Systems Design and Related Services	P	P	
23	Construction Contractors, Builders & Developers, office only	P	P	
23	Construction Contractors, Builders and Developers, with outdoor storage	N	N	Sec. 86-142
52229	Consumer Lending and Credit	P	P	
551	Corporate Management Offices	P	P	
5222	Credit Card Issuing and Sales Financing.	P	P	
522	Credit Intermediation and Related Activities, excluding pawn shops	P	P	
522390	Other Activities Related to Credit Intermediation	P	P	
561310	Employment Services	P	P	
9211	Executive, Legislative, and Other General Government Support	P	P	
5612	Facilities Support Services	P	P	

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52232	Financial Transactions Processing, Reserve, and Clearinghouse Activities	P	P	
621493	Freestanding Ambulatory Surgical and Emergency Centers	N	N	
525	Funds, Trust, and Other Financial Vehicles	P	P	
621491	HMO Medical Centers	P	P	
62161	Home Health Care Services	P	N	
5242	Insurance Agencies, Brokerages, and Other Insurance Related Activities	P	P	
5241	Insurance Carriers	P	P	
524	Insurance Carriers and Related Activities	P	P	
5414	Interior Design, Graphic Design & Specialized Design Services	P	P	
5239	Investment Advice and Portfolio Management	P	P	
9221	Justice, Public Order and Safety Activities	P	P	
621492	Kidney Dialysis Centers	P	P	
561730	Landscaping Services	N	N	
5411	Legal Services	P	P	
531120	Lessors of Nonresidential Building (except Minwarehouses)	P	P	

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9211	Executive, Legislative and other General Government Support	P	P	
551	Management of Companies and Enterprises	P	P	
5416	Management, Scientific, and Technical Consulting Services, including Executive Search and Management Consulting	P	P	
812199	Massage Therapy, Professional	P	P	
6215	Medical and Diagnostic Laboratories	P	P	
6212	Medical Offices of Dentists	P	P	
6213	Medical Offices of Health Specialists	P	P	
6214	Medical Outpatient Care Centers	P	P	
521	Monetary Authorities-Central Bank	P	P	
52231	Mortgage and Non-mortgage Loan Brokers	P	P	
928	National Security and International Affairs	P	P	
5111	Newspaper, Periodical, Book, and Database Publishers	P	P	
2362	Nonresidential Building Construction	P	P	
5611	Office Administrative Services	P	P	
53132	Offices of Real Estate Appraisers	P	P	

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5419	Other Professional, Scientific, and Technical Services	P	P	
531	Real Estate	P	P	
5312	Real Estate Agents and Brokers Offices	P	P	
5311	Real Estate Leasing Company	P	P	
53131	Real Estate Property Managers	P	P	
54171	Research and Development in the Physical, Engineering, and Life Sciences	P	P	
54172	Research and Development in the Social Sciences and Humanities	P	P	
5417	Scientific Research and Development Services	P	P	
523	Securities, Commodity Contract, and Other Financial Investments and Related Activities	P	P	
5112	Software Publishers	P	P	
927	Space Research and Technology	P	P	
561320	Temporary Help Services, Manpower Pools	N	N	Sec. 86-143
54194	Veterinary Services, including Animal Hospitals	N	N	Sec. 86-144
	Commercial Services			
5418	Advertising and Public Relations Services	P	P	

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811198	All Other Automotive Repair and Maintenance	N	N	
812990	All Other Personal Services	C	C	Sec. 86-145
721199	All Other Travel Accommodation	P	P	
62191	Ambulance Services	N	N	
811412	Appliance Repair and Maintenance	N	N	
561613	Armored Car Services	N	N	
811121	Automotive Body, Paint, Interior, and Maintenance	N	N	
811112	Automotive Exhaust System Repair	N	N	
811191	Automotive Glass Replacement Shops	N	N	
811191	Automotive Oil Change and Lubrication Shops	N	N	
811111	Automotive Repair, General, including engine repair and replacement	N	N	
811113	Automotive Transmission Repair	N	N	
812111	Barber Shops	P	P	
812112	Beauty Salons	P	P	
721191	Bed-and-Breakfast Inns	P	P	
6114	Business Schools and Computer and Management Training	C	C	Sec. 86-196

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56143	Business Service Centers, including Copy Shops and Mail Centers	P	P	
811192	Car Washes	N	N	
81222	Cemeteries and Crematories	N	N	Sec. 86-146
81231	Coin-Operated Laundries and Drycleaners, drop-off	P	N	
56144	Collection Agencies	P	P	
8113	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	N	N	
53241	Construction, Transportation, Mining, and Forestry Machinery and Equipment Rental and Leasing	N	N	
53221	Consumer Electronics and Appliances Rental	N	N	
5322	Consumer Goods Rental	N	N	
53229	Consumer Goods Rental, including furniture rental, party supply rentals, sporting goods rental	N	N	Sec. 86-147
561591	Convention Centers, Convention and Visitors Bureaus	P	P	
492	Couriers and Messenger Services	N	P	
561492	Court Reporting and Stenotype Services	P	P	
56145	Credit Bureaus	P	P	

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518	Internet Service Providers. Web Search Portals and Data Processing Services	P	P	
6244	Day Care Center and Group Day Care Home, Child	N	C	Sec. 86-122
6244	Family Day Care Home, Child (6 or fewer children in care)	N	C	Sec. 86-123
812191	Diet and Weight Reducing Centers	C	C	
4543	Direct Selling Establishments, including Fuel Dealers	N	N	Sec. 86-149
812320	Dry-cleaning and Laundry Services (except Coin-Operated)	C	C	Sec. 86-148
611	Educational Services	C	C	
8112	Electronic and Precision Equipment Repair and Maintenance	N	N	
4541	Electronic Shopping and Mail-Order Houses	P	P	
53222	Formal Wear and Costume Rental	P	P	
81221	Funeral Homes and Funeral Services	C	C	
5323	General Rental Centers	N	N	Sec. 86-150
8132	Grant-making and Giving Services	P	P	
811411	Home and Garden Equipment Repair and Maintenance	N	N	Sec. 86-151
6216	Home Health Care Services	P	P	

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72111	Hotels (except Casino Hotels) and Motels	P	P	
56161	Investigation and Security Services	P	P	
533	Lessors of Non-financial Intangible Assets (not copy-righted works)	P	P	
812331	Linen	N	N	
561622	Locksmiths	P	P	
54191	Marketing Research and Public Opinion Polling	P	P	
812990	Miscellaneous Personal Services, including bail bonding, dating services, shoe-shine services, wedding planning, fortunetelling and similar uses	N	N	Sec. 86-145
48841	Motor Vehicle Towing and Storage	N	N	Sec. 86-152
812113	Nail Salons	P	P	
51411	News Syndicates	P	P	
561	Office Administrative and Employment Services	P	P	
53242	Office Machinery and Equipment Rental and Leasing	N	N	
6212	Offices of Dentists	P	P	
6213	Offices of Other Health Practitioners	P	P	
6211	Offices of Physicians	P	P	

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812922	One-Hour Photo-finishing	P	P	
514191	On-Line Information Services	P	P	
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	N	N	
519	Other Information Services	P	P	
81219	Other Personal Care Services	N	N	
81293	Parking Lots and Garages, Commercial	P	N	
92215	Parole Offices and Probation Offices	N	N	
53211	Passenger Car Rental and Leasing	N	N	
8114	Personal & Household Goods Repair & Maintenance, including jewelry, garments, watches, musical instruments and bicycles	P	P	
81291	Pet Care, Grooming, Training, Pet Sitting and Boarding (except Veterinary Services)	N	C	Sec. 86-174
812921	Photo-finishing Laboratories (except One-Hour)	P	P	
54192	Photographic Services and Studios	P	P	
6115	Technical and Trade Schools	N	C	Sec. 86-197
541	Professional, Scientific and Technical Services	P	P	
813110	Religious Organizations	C	C	Sec. 86-183

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561491	Repossession Services	N	N	Sec. 86-153
81142	Re-upholstery and Furniture Repair	C	C	Sec. 86-154
721310	Rooming and Boarding Houses	N	N	
561612	Security Guards and Patrol Services	N	N	
561621	Security Systems Services (except Locksmiths)	P	P	
5617	Services to Buildings and Dwellings, (including pest control, janitorial services, landscape services, carpet and upholstery cleaning, pool maintenance, drain or gutter cleaning)	N	N	Sec. 86-155
81143	Shoe Repair	P	N	
5414	Specialized Design Services	P	P	
5619	Support Services, including packaging and labeling, convention and trade show organizers, inventory, traffic control, water conditioning, lumber grading and related services	N	N	
561422	Telemarketing Bureaus	P	P	
561421	Telephone Answering Services	P	P	
541380	Testing Laboratories	N	N	Sec. 86-156
54193	Translation and Interpretation Services	P	P	

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5615	Travel Agencies and Reservation Services	P	P	
53212	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	N	N	
4542	Vending Machine Operators	N	C	Sec. 86-157
53223	Video Tape and Disc Rental	P	N	Sec. 86-177
6116	Other Schools and Instruction	C	C	Sec. 86-198
6117	Educational Support Services	C	C	
6243	Vocational Rehabilitation Services	N	C	Sec. 86-158
	Retail Uses			
44311	Appliance, Television, and Other Electronics Stores	P	N	
45392	Art Dealers	P	P	
44131	Automotive Parts and Accessories Stores	N	N	
7224	Bars, Taverns and Other Drinking Places (Alcoholic Beverages)	P	P	Sec. 86-159
4453	Beer, Wine and Liquor Stores	N	N	
441222	Boat Dealers	N	N	Sec. 86-160
45121	Book Stores and News Dealers	P	P	

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444	Building Material and Garden Equipment and Supplies Dealers, excluding 444120	N	N	Sec. 86-161
44419	Building Material Dealers, Lumber Yards	N	N	Sec. 86-162
722212	Cafeterias	P	N	
44313	Camera and Photographic Supplies Stores	P	N	
44111	Car Dealers, New	N	N	
441110	Car Dealers, New or Used	N	N	Sec. 86-163
44112	Car Dealers, Used	N	N	Sec. 86-163
425120	Automobile Brokers—Office Only	N	N	86-163.1
72232	Caterers	P	P	
4481	Clothing Stores	P	C	Sec. 86-164
44312	Computer and Software Stores	C	C	Sec. 86-164
44512	Convenience Food Stores with fuel pumps	N	N	
44512	Convenience Food Stores without fuel pumps	P	N	Sec. 86-165
44612	Cosmetics, Beauty Supplies, and Perfume Stores	P	P	

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4521	Department Stores	C	C	Sec. 86-164
453998	Fireworks Shops (i.e. permanent location)	N	P	
4531	Florists	P	P	
72231	Food Service Contractors	P	P	
45431	Fuel Dealers	N	N	
442	Furniture and Home Furnishings Stores	C	C	Sec. 86-166
337	Furniture and Related Products Manufacturing	N	N	
4471	Gasoline Stations, Full Service	N	N	
45299	General Merchandise Stores	P	N	Sec. 86-167
45322	Gift, Novelty and Souvenir Stores	C	C	Sec. 86-168
44511	Grocery Stores and Supermarkets (except Specialty Food Stores and Convenience Food Stores)	P	N	Sec. 86-169
44413	Hardware Stores	P	N	
45112	Hobby, Toy and Game Stores	P	P	
44411	Home Centers	P	N	
4483	Jewelry, Luggage, and Leather Goods Stores	P	N	

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4442	Lawn and Garden Equipment and Supplies Stores	N	C	Sec. 86-170
72221	Limited Service Eating Places	P	C	
44619	Miscellaneous Health and Personal Care Stores, including Health Foods and Specialty Health Products.	P	P	
72233	Mobile Food Services	N	N	
441221	Motorcycle Dealers	N	N	
45114	Musical Instrument and Supplies Stores	P	P	
454	Non-store Retailers	P	P	
45321	Office Supplies and Stationery Stores	P	C	Sec. 86-171
44613	Optical Goods Stores	P	C	Sec. 86-172
447190	Other Gasoline Stations (includes Truck stop)	N	N	
4412	Other Motor Vehicles	N	N	
44412	Paint and Wallpaper Stores	P	P	
45391	Pet and Pet Supplies Stores	P	C	Sec. 86-173
44611	Pharmacies and Drug Stores	P	C	Sec. 86-175
45122	Prerecorded Tape, Compact Disc, and Record Stores	P	C	Sec. 86-176

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44121	Recreational Vehicle Dealers	N	N	
7221	Restaurants, Full-Service, Family Restaurants	P	P	
7221	Restaurants, Full-Service, Quality Restaurants	P	P	
722211	Restaurants, Limited-Service, including Fast Food and Take-Out, with drive-through windows.	N	N	
722211	Restaurants, Limited-Service, including Fast Food and Take-Out, without drive-through windows.	N	N	
45113	Sewing, Needlework, and Piece Goods Stores	P	P	
4482	Shoe Stores	P	N	
722213	Snack and Nonalcoholic Beverage Bars	P	P	
4452	Specialty Food Stores, including Meat, Fish, Fruit and Vegetable Markets, Candy Stores	P	P	
45111	Sporting Goods Stores	P	P	
44132	Tire Dealers	N	N	
484	Truck Transportation	N	N	
4533	Used Merchandise Stores	N	N	Sec. 86-178
45291	Warehouse Clubs and Superstores	N	N	

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	Manufacturing, Wholesaling and Warehousing			
3391	Medical Equipment and Supplies Manufacturing	N	N	
339999	All Other Miscellaneous Manufacturing	N	N	
321999	All Other Miscellaneous Wood Product Manufacturing	N	N	
3159	Apparel Accessories and Other Apparel Manufacturing	N	N	
315	Apparel Manufacturing	N	N	
3121	Beverage Manufacturing	N	N	
339994	Broom, Brush, and Mop Manufacturing	N	N	
3254	Chemical Manufacturing: Pharmaceuticals and Medicine	N	N	
236220	Commercial and Institutional Building Construction	N	N	
3333	Commercial and Service Industry Machinery Manufacturing	N	N	
3342	Communications Equipment Manufacturing	N	N	
334	Computer and Electronic Product Manufacturing	N	N	
3152	Cut and Sew Apparel Manufacturing	N	N	

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321912	Cut Stock, Re-sawing Lumber, and Planning	N	N	
33221	Cutlery and Hand-tool Manufacturing	N	N	
33993	Doll, Toy, and Game Manufacturing	N	N	
3353	Electrical Equipment Manufacturing	N	N	
3351	Electrical Lighting Equipment Manufacturing	N	N	
321213	Engineered Wood Member (except Truss) Manufacturing	N	N	
3162	Footwear Manufacturing	N	N	
337	Furniture and Related Product Manufacturing	N	N	
339991	Gasket, Packing, and Sealing Device Manufacturing	N	N	
812332	Industrial Launderers	N	N	
339913	Jewelers' Material and Lapidary Work Manufacturing	N	N	
237210	Land Subdivision	N	N	
334613	Magnetic and Optical Recording Media Manufacturing	N	N	
53113	Mini-warehouses and Self-Storage Units	N	N	
339	Miscellaneous Manufacturing (including toys, jewelry, medical equipment and supplies, sporting	N	N	

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	goods, office supplies, signs, home accessories and similar processing/assembly of products)			
512	Motion Picture and Sound Recording Industries	N	N	
51212	Motion Picture and Video Distribution	N	N	
51211	Motion Picture and Video Production	N	N	
339992	Musical Instrument Manufacturing	N	N	
3345	Navigational, Measuring, Electro-medical, and Control Instruments Manufacturing	N	N	
33994	Office Supplies Manufacturing (except paper)	N	N	
3169	Other Leather and Allied Product Manufacturing	N	N	
322	Paper Manufacturing, except Finished Stationery Products.	N	N	
32223	Paper Manufacturing: Finished Stationery Products	N	N	
51219	Postproduction Services and Other Motion Picture and Video Industries	P	P	
321992	Prefabricated Wood Building Manufacturing	N	N	
334612	Prerecorded Compact Disc (except Software), Tape, and Record Reproducing	N	N	

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323	Printing and Related Support Activities	P	P	
323	Printing and Related Support Activities	P	P	
2361	Residential Building Construction	N	N	
339950	Sign Manufacturing	N	N	
332994	Small Arms Manufacturing	N	N	
31211	Soft Drink and Ice Manufacturing	N	N	
5122	Sound Recording Industries and Studios	N	N	
238	Specialty Trade Contractors	N	N	
33992	Sporting and Athletic Goods Manufacturing	N	N	
321214	Truss Manufacturing	N	N	
493	Warehousing and Storage	N	N	
42	Wholesale Trade with Customer Showrooms	N	N	
42	Wholesale Trade, no Showrooms or Outdoor Storage	N	N	
32191	Wood Product Manufacturing: Millwork	N	N	
321911	Wood Window and Door Manufacturing	N	N	

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	Transportation Communications and Utilities			
5132	Cable Networks and Program Distribution	P	P	
485510	Charter Bus Industry	N	N	
492110	Couriers	N	N	
4885	Freight Transportation Arrangement	N	N	
48411	Freight Trucking, General, Local	N	N	
48412	Freight Trucking, General, Long-Distance	N	N	
4842	Freight Trucking, Specialized, including Household and Office Moving	N	N	Sec. 86-179
492210	Local Messengers and Local Delivery	N	N	
488991	Packing and Crating	N	N	Sec. 86-180
5151	Radio and Television Broadcasting	C	C	Sec. 86-199
516	Internet Publishing and Broadcasting	C	C	Sec. 86-200
517	Telecommunications	C	C	Sec. 86-201
4821	Rail Transportation Company Office	P	P	
487	Scenic and Sightseeing Transportation	P	P	

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485991	Special Needs Transportation	N	N	
4853	Taxi and Limousine Service	N	N	Sec. 86-181
485	Transit and Ground Passenger Transportation, except Taxi and Limousine Service	N	N	
	Agriculture, Forestry, Fishing and Hunting			
1114	Greenhouse, Plant Nursery, and Floriculture Production	N	N	

(Ord. No. 05-08, 8-15-05; Ord. No. 2006-05, § 1, 9-19-2006; Ord. No. 2015-10, § 3, 8-10-2015; [Ord. No. 2016-03, § 2, 2-8-2016](#))



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.A

- D

COUNCIL MEETING DATE
June 6, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding Conditional Use Permit No. 16CU-005 at 231 Stockbridge Road as requested by Breaking Down Barriers Ministry to allow for a "Place of Worship."

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

PURPOSE:

1. To consider a Conditional Use Permit to allow a "Churches and other Places of Worship" at property located at 231 Stockbridge Road by Breaking Down Barriers Ministry Atlanta.

HISTORY:

1. The location has been vacant for roughly two years. According to the City's 2025 Future Land Use Map identifies the property as "Office/Business". "Office/Business" includes more intensive office-oriented developments such as "office parks" and "business parks" that are directly accessible to the interstate highway system.
2. This property served as home to Mitchell's Appliance, Cut Creators, & Hands on Salon of Beauty.

FACTS & ISSUES:

1. Article VI of the Zoning Ordinance outlines the procedure for bringing a Conditional Use Permit application to the Mayor and Council.
2. The Conditional Use requires one acre with a 150 foot frontage to operate a daycare center, however, the site has 0.59 acres and 7120 sq. ft. Although the site lacks a full acre, Staff does not see where the request could cause detriment to the City's wellbeing and/or character.
3. The Conditional Use also requires that "Churches and other Places of Worship" site be located along a collector road or greater. The site is located along Stockbridge Road.
4. One space shall be provided for the larger of every four seats or for each 25 square feet of floor area available for chairs in the largest assembly room in the auditoriums or stadiums of schools and public buildings, places of worship or other locations of public assembly. Lodges and fraternal or social organizations shall provide one space for each 100 square feet of gross floor area.

The structure has a total of 7,120 square feet of sanitary and office space.

1 space/25 square feet = 240 parking spaces are needed to operate the proposed use.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
June, 6, 2016

06/06/16 City Council

Signature

City Clerk's Office

Fiscal Impact*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)***9.A****Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Breaking Down Barriers - CU005 Application

Staff Recommendation *(Type Name, Title, Agency and Phone)***Approval****Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)**



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

CONDITIONAL USE PERMIT APPLICATION

ATTACH ADDITIONAL PAGES IF NECESSARY. ALL ATTACHMENTS MUST BE NUMBERED. INDICATE THE PAGE NUMBER OF ATTACHMENT IN THE SPACES PROVIDED FOR EACH RELEVANT ANSWER.

ANY MISSTATEMENT OR CONCEALMENT OF FACT IN THIS APPLICATION SHALL BE GROUNDS FOR REVOCATION OF THE LICENSE ISSUED AND SHALL MAKE THE APPLICANT LIABLE TO PROSECUTION FOR PERJURY. PLEASE DO NOT LEAVE ANY AREAS UNANSWERED.

APPLICATION FEE: \$700.00 (Non-Refundable). The Sign Permit fee is an additional cost. The City of Jonesboro will calculate and advise fees due.

Date of Application: 5-2-16

Property Owner Authorization

I (We) Breaking Down Barriers Ministry the
 owner(s) of the following property located at: 231 Stockbridge Rd.
Jonesboro, GA. 30296

Tax Parcel Number: _____ Size of Property: _____

Located in Zoning District O & I do hereby request permission for a

conditional use for the above described property under the Zoning Ordinance zoned for
 the following purposes:

Ministry

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

_____ Date of site plan and revision dates, as appropriate.

_____ North arrow and scale, not to exceed one inch equals 50 feet.

The City may require submission of additional information as may be useful in understanding the proposed use and development of the property.

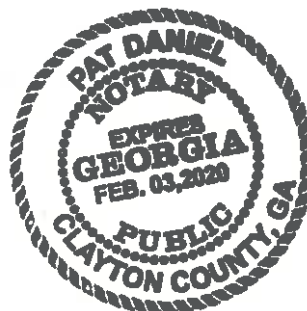
I HEREBY CERTIFY THAT THE ABOVE INFORMATION AND ALL ATTACHED INFORMATION IS TRUE AND CORRECT:

Date: 5-2-16

Signed: Rev. James W. Wether

Notary: Pat Daniel

SEAL



Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

rev Lwms@yahoo.co

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: Leverna Williams
 Name of Business: Breaking Down Barriers Ministry Atlanta
 Property's Address: 231 Stockbridge Rd. Jonesboro, Georgia
 Phone: (Day): 678-296-2358 (Evening): 678-296-2358

Property Information

Current Use of Property: Vacant
 Proposed Use of Property (Please provide in great detail the intended use of the property):
Church

Applicant's Signature

Date

12-21-15

FOR OFFICE USE ONLY:

Current Zoning: O-I

NAICS Code: _____

Required Zoning: O-I

Conditional Use Needed? ☒ Yes or ☐ No

☐ APPROVED

DENIED ☐

Comments:

Zoning Official Signature

Date

12/22/15

BREAKING DOWN BARRIERS MINISTRY ATLANTA

Proposed Site Plan
For: 231 Stockbridge Road Unit C
Jonesboro, Georgia 30239

Property Details:

MISCELLANEOUS	Home Size: 7,120 sq ft
Lot Size: 1 acres	Built in: 1999
Parcel Number: 12017C E003	County: Clayton
Subdivision: ADAMSONS WHITE LINE	
Census: 1	Tract: 40609
Lot: 3	Zoning: GB
Legal: BLK C LOT 3	

Lot Features

Lot Size Range: 1/2 to 1 Acre
Lot Size Source: Acreage Not Entered
Frontage: County/City Road, Pavement
Zoning: COMM
Water Features

Water Front Name: None

Structural Information

- **Construction:** Block, Brick, Steel/Metal
- **Roof:** Tar/Gravel
- **Disability Access:** Stepless Entry
- **Total Entrances/Exits:** 1 ech

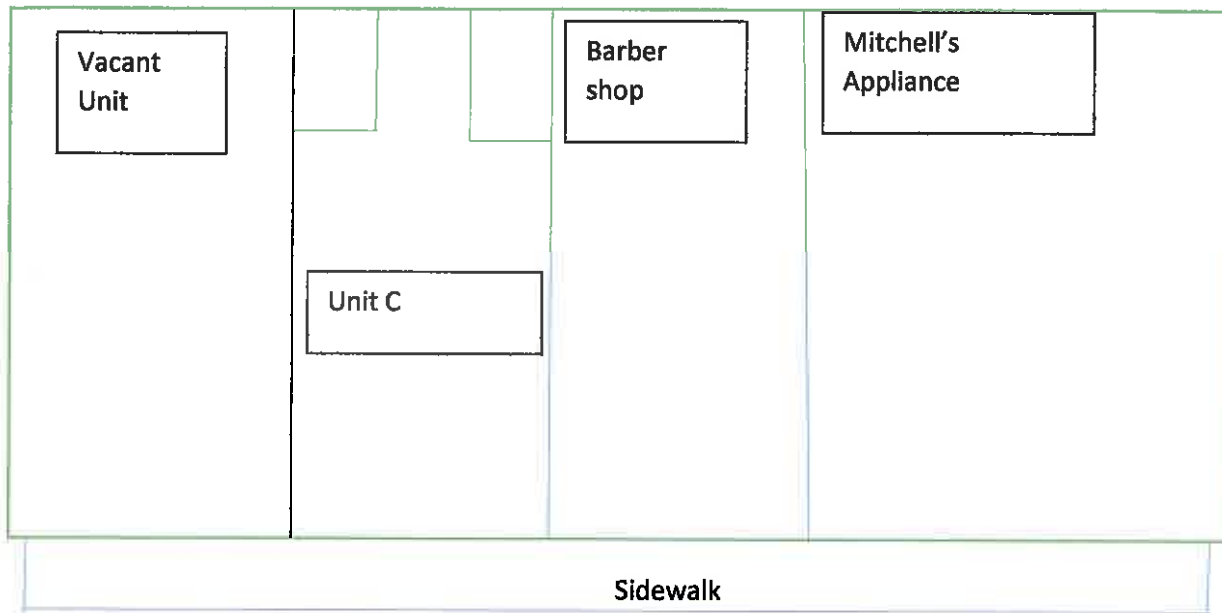
Heating & Cooling

Cooling Type: Central Air Conditioning
Heating Type: Central
Heating Fuel: Gas

Location Improvements:

- The overall physical structure of the location will not be altered in any way.
- A raised platform (with a minimum height of 6 inches and a maximum height of 12 inches) will be constructed inside the of Unit C to be used as a stage

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Rear of Building

Stockbridge Road



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.A

- E

COUNCIL MEETING DATE
June 6, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding Application #ALC-002, a request for a *Retail Package Dealer* license to sell beer and wine beverages for property located at 226 N. Main Street by AK Sairose, Inc dba- Exxon Onestop Gas & Grocery.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

City Ordinance - Chapter 6. Alcoholic Beverages

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

PURPOSE:

To request Mayor and Council's consideration for a request for a Retail Package Dealer license to sell beer and wine beverages for property located at 226 North Main Street Jonesboro, Georgia.

HISTORY:

1. Currently, the property serves as a gas station that has been approved for beer/wine packaged sales.
2. Our records show that the site has served as home to Next Level Food Mart since before 2008.

FACTS & ISSUES:

1. The alcoholic beverage license application was submitted by A.K. Sairose, Inc DBA – Exxon Onestop Gas & Grocery.
2. City Administrator Ricky Clark has reviewed the application packet. All requirements, per Chapter 6 - Alcoholic Beverages, were met.
3. The Clayton County Sheriff's Department has conducted a computerized criminal history records check for the applicant and the results were found to be clear of any arrest within the State of Georgia (excludes a National record search).
4. There were no deficiencies found in Exxon's application. Based on all findings, the application was found to be sufficient and ready for Mayor and Council's consideration.

The annual license fee will be \$2,000.00

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

\$2,585.00 – License, Application & Fingerprinting

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky Clark, City
Administrator

Date

June, 6, 2016

06/06/16

City Council

Signature

City Clerk's Office

- 226 N Main Street- Alcohol Beverage License - Application Acceptance
- Legal Notice 226 North Main Street-June 2016
- Memo- 226 N Main Street- Alcohol Beverage License - Chief of Police Approval

9.A

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)



MEMORANDUM

To: AK Sairose, Inc
DBA Exxon Onestop Gas & Grocery
226 N. Main Street
Jonesboro, Georgia 30236

From: Ricky L. Clark, Jr.
124 North Avenue
Jonesboro, GA 30236

Date: May 12, 2016

Re: Notification of Request for an Alcohol Beverage License – Packaged Sales of Beer and Wine

To Whom It May Concern:

This letter is to serve as notification that the City of Jonesboro will consider your request to sale packaged beer and wine at property located at 226 North Main Street.

A Public Hearing has been scheduled for Monday, June 13, 2016 before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and Council will first discuss this item at their next Work Session on Monday, June 6, 2016. Your presence is strongly recommended.

The Public Hearing will be held at 6:00 p.m. in the Jonesboro Municipal Court Facility, 170 South Main Street, Jonesboro GA 30236.

Sincerely,

Ricky L. Clark, Jr.
City Administrator

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

Legal Notice

An application has been submitted to the City of Jonesboro Mayor and City Council for a Retail Package Dealer license to sell beer/wine at 226 N. Main Street. The legal business name is AK. Sairose, Inc. dba Exxon Onestop Gas & Grocery. Abdul Husein Ali Mohamed has requested to be the License Representative. The application will be granted or denied by Mayor and City Council at 6:00 p.m. on the thirteenth day of June, 2016. The required Public Hearing will also be held at that time.

Ricky L. Clark, Jr.
City Administrator

Publish 5/25 and 6/01

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)



MEMORANDUM

To: Chief Franklin Allen

From: Ricky L. Clark, Jr., City Administrator

Date: May 12, 2016

Re: Notification of Request for an Alcohol Beverage License – Packaged Sales of Beer & Wine

This letter is to serve as notification that the City of Jonesboro will consider a request for consumption on premises of beer and wine at property located at 226 N. Main Street.

Please conduct a background check on the individual listed below and recommend either approval or denial of the alcohol application based upon your findings:

Full Legal Name: Abdul Husein Ali Mohamed
Date of Birth: 10/10/1957
SSN# 252-93-8105
OLN: 057514987

A Public Hearing has been scheduled for Monday, June 13, 2016 before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and Council will first discuss this item at their next Work Session on Monday, June 6, 2016. Your assistance is greatly appreciated.

Ricky L. Clark, Jr.,
City Administrator

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CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.A

- F

COUNCIL MEETING DATE

June 6, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding Intergovernmental Agreement for the provision of election services between Clayton County & the City of Jonesboro to conduct a Special Election on November 8, 2016.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

O.C.G.A. 21-2-45; 21-2-70.1; 21-2-265

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Innovative Leadership

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Due to the recent passing of Councilman Norrington, the City of Jonesboro must conduct a Special Election to fill his unexpired term. Georgia Election Law reads as follows: In even-numbered years, any such special election shall only be held on the third Tuesday in March; provided, however, that in the event that a special election is to be held under this provision in a year in which a presidential preference primary is to be held, then any such special election shall be held on the date of and in conjunction with the presidential preference primary; the date of the general primary.

To that end, I have requested that the County conduct our election so that our voters are not having to visit separate polling places. On election day (November 8th), registered municipal voters would be allowed to vote on items they would normally vote on at their respective county precinct and will also vote for the councilmember to fill the unexpired term of Wallace Norrington. At least 35 days prior, I must publish notice of election and qualifying fees.

Staff and our Legal Team have worked with the Clayton County Elections Director to get the necessary contract complete for the purpose of their office conducting our election. Once the Council approves the contract it will then be routed to the Board of Elections & the Board of Commissioners, respectively, for approval.

We are still working to finalize the cost of the actual election that the County will charge.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

TBD

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky Clark, City Administrator

Date

June, 6, 2016

**06/06/16
ITEM**

**City Council
Next: 06/13/16**

CONSENT AGENDA

Signature

City Clerk's Office

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

9.A

- Jonesboro IGA - 2016 Special Election
- Estimate Jonesboro Special Budget v3 (003)

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES BETWEEN
CLAYTON COUNTY, GEORGIA and
THE CITY OF JONESBORO, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of June, 2016, between Clayton County, Georgia (the "**County**"), a political subdivision of the State of Georgia, and the City of JONESBORO, Georgia (the "**City**"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Clayton County Board of Elections and Registration ("**BER**") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BER, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

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ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit B. Requests must be made in conformance with O.C.G.A. § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Clayton County, Georgia and will terminate on December 31, 2017, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election under this agreement, the BER and/or the County Elections Director, or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors;

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- f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections (the "Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) If the City desires to review and verify the accuracy of the voter list(s) or City residents, it must do so not less than 90 days prior to Election Day;
- i) Providing the County with a detailed map showing the City's Municipal

Boundaries and Voting District Boundaries;

- j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- l) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

4.2 For City elections that are to be conducted contemporaneously with a countywide election, the City will share equally in the costs of conducting the election, plus a 10% administrative fee of the actual election and runoff costs based on the municipality's pro-rata share of the number of electors in the municipality versus the total number of electors in the County.

i) An estimate of the City's pro-rata share of the election and runoff costs based on the number of electors will be provided to the City and 75% of that amount is due to the County ninety (90) days prior to Election Day.

ii) Following the election and runoff, the actual costs of the election and runoff will be determined, as well as the City's pro-rata share of the actual costs.

iii) If based on the estimated election and runoff costs a refund is due to the City said refund will issue within ninety (90) days after the election and runoff election.

iv) If based on the estimated election and runoff costs the City owes the County an additional amount for the election and runoff, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 For City elections that are not conducted contemporaneously with a countywide election, the City will pay the actual cost of such election and runoff based on a budget prepared in accordance with the form attached hereto as Exhibit A.

i) The City will pay the County the sum determined in Exhibit A for the election and runoff to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election and runoff, the actual costs of the election and runoff will be determined.

iii) If based on the payment made in compliance with Exhibit A a refund is due to the City said refund will issue within ninety (90) days after the election and runoff election.

iv) If based on the payment made in compliance with Exhibit A the City owes the County an additional amount for the election and runoff, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 To the extent provided by law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, or as a result of equipment supplied or provided by the County, the County Board of Elections and Registration, and/or the County Elections Director in connection with any City Election held pursuant to this Agreement. To the extent provided by law, the City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, or as a result of equipment supplied or provided by the County, the County Board of Elections and Registration, and/or the County Elections Director in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to

the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Clayton County Elections and Registration and under the supervision of the Elections Director.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Elections and Registration Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 7 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Director or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Clayton County Elections and Registration
Elections Director
Jonesboro Historical Courthouse
Main Floor
121 South McDonough Street
Jonesboro, GA 30236

With a copy to: Clayton County Staff Attorney's Office
112 Smith Street
Jonesboro, GA 30236

City Administrator: 124 North Avenue
Jonesboro, Georgia 30236

With a copy to: City Attorney of Jonesboro

ARTICLE 10 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Clayton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 13 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 14 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

CLAYTON COUNTY BOARD OF COMMISSIONERS

BY: _____

Jeffrey E. Turner, Chairman

(seal)

ATTEST: _____

Sandra T. Davis, Clerk

CLAYTON COUNTY BOARD OF ELECTIONS & REGISTRATION

APPROVED AS TO SUBSTANCE:

BY: _____

Dorothy Foster Hall, Chairman

(seal)

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

ATTEST:

Shauna Dozier, Elections Director**CITY JONESBORO, GA**

BY:

City of Jonesboro, Authorized Official

(seal)

ATTEST:

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

CITY OF JONESBORO SPECIAL ELECTION - NOVEMBER 8, 2016			EXHIBIT "A"		Projected Cost	Projected Cost City of Jonesboro
SALARIES - OVERTIME						
Public Safety/Election Day					\$7,600.00	\$129.20
SALARIES - TEMPORARY						
Drivers, Poll Worker Instructors, Coordinators					\$11,290.00	\$191.76
RENTAL EQUIPMENT						
Trucks, Cell Phones						
TOTAL 1120 - RENTAL EQUIPMENT					\$2,000.00	\$34.000
HOURLY FEE PERSONNEL						
Poll Workers - Training Class Fee \$30						
58	Mgr(s)	\$225.25 plus \$25 training fee & \$16.00 manager mtg Total pay @ \$265.00	\$15,370.00			
173	Asst Mgr(s)	\$170.00 plus \$15 training fee & \$15.00 manager mtg Total pay @ \$200.00	\$34,600.00			
301	Clerk(s)	\$115.00 plus \$15 training fee Total pay @ \$130.00	\$39,130.00			
6 Advance Voting Sites						
1	Mgr @ \$11.00 for 21 days		\$2,310.00			
2	Asst Mgr(s) @ \$10.00 for 21 days		\$4,200.00			
6	Clks @ \$9.00 for 21 days		\$11,340.00			
5	Mgr @ \$11.00 for 7 days		\$3,850.00			
10	Asst Mgrs @ \$10.00 for 7 days		\$7,000.00			
30	Clks @ \$9.00 for 7 days		\$18,900.00			
20 Election Night Workers @ \$115.00			\$2,300.00			
TOTAL 1159 HOURLY FEE PERSONNEL					\$139,000.00	\$2,363.00
PROFESSIONAL SERVICES						
6	Coordinators - Election Day @ \$16.00 per hour			\$16,128.00		
TOTAL 1160 PROFESSIONAL SERVICES					\$16,128.00	\$274.18
FEES						
BRE Board Meeting Fees (\$50 * 5 BRE Members * 1 mtgs)						
TOTAL BOARD FEES					\$250.00	\$4.25
ADVERTISING						
Advertisement of legal notices				\$200.00		
TOTAL ADVERTISING					\$200.00	\$3.40
350-265-2660-1346 MILEAGE						
TOTAL 1346 MILEAGE				\$1,000.00	\$1,000.00	\$17.000
VEHICLE SUPPLIES						
Gasoline				\$1,000.00		
TOTAL 1452 VEHICLE SUPPLIES					\$1,000.00	\$17.000
POSTAGE						
Mailing of Absentee Ballots				\$1,256.78		
Letters to voters, candidates, poll workers				\$628.39		
Mailing of Precinct Cards				\$1,256.78		
TOTAL POSTAGE				\$3,141.95	\$3,141.95	\$3,141.95
PRINTING & BINDING						
Poll Worker Manuals				\$2,486.00		
TOTAL PRINTING & BINDING					\$2,486.00	\$42.26
PHOTOCOPIES						
Sample Ballots & Letter of Instructions				\$500.00		
TOTAL PHOTOCOPIES					\$500.00	\$8.50
OFFICE SUPPLIES						
Office Supplies, L&A Test Desks, Sample & Ballot Cards				\$1,000.00		
TOTAL OFFICE SUPPLIES					\$1,000.00	\$17.000
STOCKPAPER					\$200.00	\$3.40
Administrative Fee 10% Actual Cost @ 1.7%						\$624.69
TOTAL PROJECTED GENERAL ELECTION & SPECIAL ELECTION NOV 8, 2016					\$185,785.95	\$6,246.90
GRAND PROJECTED TOTAL COST CITY OF JONESBORO SPECIAL ELECTION						\$6,871.59

Number of Registered Voters as of May 1, 2016	160,584
Number of Registered Voters as of May 1, 2016 - City of Jonesboro	2,674
Percent of Registered Voters in City of Jonesboro as of May 1, 2016	1.70%

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

EXHIBIT B

As per the Agreement executed on _____, THE CITY OF JONESBORO
 hereby requests that Clayton County conduct its _____ Election
 on _____

The last day to register to vote in this election is _____.

This _____ day of _____, 2016

 Municipal Clerk (SEAL)

The Clayton County Board of Elections and Registration agrees to conduct the CITY OF JONESBORO
 Election on _____ and any runoff elections.

This _____ day of _____, 2016

 Elections Director (SEAL)
 Clayton County Board of Elections and Registration

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

CITY OF JONESBORO SPECIAL ELECTION - NOVEMBER 8, 2016		EXHIBIT "A"		Projected Cost	Projected Cost City of Jonesboro
SALARIES - OVERTIME					
Public Safety/Election Day					\$0.00
SALARIES - TEMPORARY					
Drivers, Poll Worker Instructors, Coordinators					\$0.00
RENTAL EQUIPMENT					
Trucks, Cell Phones					
TOTAL 1120 - RENTAL EQUIPMENT					\$0.000
HOURLY FEE PERSONNEL					
Poll Workers - Training Class Fee \$30					
58	Mgr(s) - \$225.25 plus \$25 training fee & \$15.00 manager mtg Total pay @ \$265.00				
173	Asst Mgr(s) - \$170.00 plus \$15 training fee & \$15.00 manager mtg Total pay @ \$200.00				
301	Clerk(s) - \$115.00 plus \$15 training fee Total pay @ \$130.00				
6 Advance Voting Sites					
1	Mgr @ \$11.00 for 21 days	\$2,310.00			
2	Asst Mgr(s) @ \$10.00 for 21 days	\$4,200.00			
6	Clks @ \$9.00 for 21 days	\$11,340.00			
5	Mgr @ \$11.00 for 7 days				
10	Asst Mgrs @ \$10.00 for 7 days				
30	Clks @ \$9.00 for 7 days				
20 Election Night Workers @ 115.00					
TOTAL 1159 HOURLY FEE PERSONNEL				\$17,850.00	\$303.42
PROFESSIONAL SERVICES					
6 Coordinators - Election Day @ 16.00 per hour					
TOTAL 1160 PROFESSIONAL SERVICES				\$0.00	\$0.00
FEES					
BRE Board Meeting Fees (\$50 *5 BRE Members * 1 mtgs)					
TOTAL BOARD FEES					\$0.00
ADVERTISING					
Advertisement of legal notices					
TOTAL ADVERTISING				\$0.00	\$0.00
350-265-2660-1346 MILEAGE					
TOTAL 1346 MILEAGE				\$0.00	\$0.00
VEHICLE SUPPLIES					
Gasoline					
TOTAL 1452 VEHICLE SUPPLIES				\$0.00	\$0.00
POSTAGE					
Mailing of Absentee Ballots @\$.47 per absentee ballot		\$1,256.78	\$1,256.78		
Letters to voters, candidates, poll workers					
Mailing of Precinct Cards @.33 per precinct card		\$882.42	\$882.42		
TOTAL POSTAGE			\$2,139.20	\$2,139.20	\$2,139.20
PRINTING & BINDING					
Poll Worker Manuals					\$0.00
TOTAL PRINTING & BINDING				\$0.00	
PHOTOCOPIES					
Sample Ballots & Letter of Instructions					
TOTAL PHOTOCOPIES				\$0.00	\$0.00
OFFICE SUPPLIES					
Office Supplies, L&A Test Desks, Sample & Ballot Cards					
TOTAL OFFICE SUPPLIES				\$0.00	\$0.00
STOCKPAPER					\$0.00
Administrative Fee 10% Actual Cost @ 1.7%					\$244.20
TOTAL PROJECTED GENERAL ELECTION & SPECIAL ELECTION NOV 8, 2016				\$19,989.20	\$2,442.60
GRAND PROJECTED TOTAL COST CITY OF JONESBORO SPECIAL ELECTION					\$2,686.90

Number of Registered Voters as of May 1, 2016	160,584
Number of Registered Voters as of May 1, 2016 - City of Jonesboro	2,674
Percent of Registered Voters in City of Jonesboro as of May 1, 2016	1.70%

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.A

- G

COUNCIL MEETING DATE
June 6, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Mayor Day

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding Resolution #2016-09 to reappoint Therese Guidry to the Housing Authority of the City of Jonesboro, for a term to expire June 13, 2017.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

January 18, 1859 Action Declaring the Need for an Housing Authority

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The Bylaws of the Authority, provides for five (5) members on the Board of Commissioners for the Authority, four (4) of whom shall be persons who have resided in Clayton County for a period of at least six (6) months, and one (1) person who is currently residing in housing provided by the Authority.

Executive Director Louise Kidd has recommended the appointment of the aforementioned appointees. Approval of this resolution ratifies action of the same.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- RES 2016-09- Jonesboro Housing Authority Appointments

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval of a One-Year Term to Expire June 13, 2016

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
June, 6, 2016

06/06/16
ITEM

City Council
Next: 06/13/16

CONSENT AGENDA

Signature

City Clerk's Office

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION NO. 2016- 09

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, GEORGIA, TO APPOINT & REAPPOINT MEMBERS TO THE BOARD OF COMMISSIONERS FOR THE HOUSING AUTHORITY OF THE CITY OF JONESBORO, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on or about January 18, 1959, the City Council for the City of Jonesboro, Georgia (“the City”) adopted a Resolution entitled “Resolution Declaring the Need for Housing Authority in the City of Jonesboro, Georgia,” which created and established the Housing Authority of the City of Jonesboro, Georgia (“the Authority”) to meet certain housing needs in the City; and

WHEREAS, the Bylaws of the Authority, provides for five (5) members on the Board of Commissioners for the Authority, four (4) of whom shall be persons who have resided in Clayton County for a period of at least six (6) months, and one (1) person who is currently residing in housing provided by the Authority.

WHEREAS, the respective terms of certain members on the Commission is approaching expiration and the Mayor & City Council of the City of Jonesboro wishes to ratify action to keep members terms current.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, GEORGIA, as follows.

Section 1. The following persons are hereby reappointment to serve as members of the Board of Commissioners for the Housing Authority of the City of Jonesboro, Georgia, and are appointed to serve the following terms or until their successors are duly appointed, at the pleasure of the Mayor and City Council:

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

1. Therese Guidry- [Housing Resident] one (1) year term - June 13, 2017

Section 2. Severability. If any section, paragraph, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, which such portions shall remain in full force and effect.

Section 3. Repealer. All Resolutions and parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Resolution shall be in full force and effect immediately upon and after its final passage.

SO RESOLVED this _____ day of _____, 2016.

CITY OF JONESBORO, GEORGIA

Joy Day, MAYOR

ATTEST:

(THE SEAL OF THE CITY OF
JONESBORO, GEORGIA)

Ricky L. Clark, Jr., City Clerk

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

**CERTIFICATION OF APPOINTMENT OF COMMISSIONER
OF THE HOUSING AUTHORITY OF THE CITY OF JONESBORO**

WHEREAS, The Housing Authority of the City of Jonesboro, Georgia has heretofore been duly organized pursuant to the Georgia Housing Authorities Law, as amended

NOW THEREFORE, pursuant to the Georgia Housing Authorities Law, as amended by virtue of my office as Mayor, I hereby reappoint Mrs. Therese Guidry to serve as Commissioner for an additional one year term ending on June 13, 2017.

IN WITNESS WHEREOF, I have hereunto signed by name as Mayor of the City of Jonesboro, Georgia and caused the official seal of the City of Jonesboro, affixed hereto
This 13th day of June, 2016

Joy B. Day, MAYOR
City of Jonesboro, Georgia

ATTEST:

Ricky L. Clark, Jr., City Clerk
City of Jonesboro

CERTIFICATE OF CITY CLERK

I hereby certify that the above and foregoing act is a true and correct copy of the Certificate of Appointment of Commissioner of the Housing Authority of the City of Jonesboro, Georgia, filed in the office of the City Clerk on the _____ day of _____, 2016.

Witness my hand and the official seal of the City of Jonesboro, Georgia this _____ day of _____, 2016.

Ricky L. Clark, Jr., City Clerk

(THE SEAL OF THE CITY OF
JONESBORO, GEORGIA)

Minutes Acceptance: Minutes of Jun 6, 2016 6:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

**CITY OF JONESBORO
SPECIAL CALLED MEETING
170 SOUTH MAIN STREET
May 31, 2016 – 1:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Special Called Meeting on Tuesday, May 31, 2016. The meeting was held at 1:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Joy B. Day	Mayor	Present	
Ricky Clark	Clerk	Present	
Jack Bruce	Councilmember	Present	
Pat Sebo	Councilmember	Present	
Billy Powell	Councilmember	Present	
Larry Boak	Councilmember	Present	
Ed Wise	Councilmember	Present	

II. NEW BUSINESS

1. Council to consider approval of Position Classification of Park Ranger (Part-Time).

RESULT: APPROVED [UNANIMOUS]
MOVER: Pat Sebo, Councilmember
SECONDER: Ed Wise, Councilmember
AYES: Bruce, Sebo, Powell, Boak, Wise

2. Council to consider approval of Ordinance #2016-07 regarding prohibition of tobacco in city owned or operated facilities.

RESULT: APPROVED [UNANIMOUS]
MOVER: Pat Sebo, Councilmember
SECONDER: Larry Boak, Councilmember
AYES: Bruce, Sebo, Powell, Boak, Wise

III. ALCOHOL BEVERAGE LICENSES

1. Council to consider approval of Application 16ALCSUB-001, as submitted by Savoy Bar and Grill, requesting an alcohol sub-permit for Lee Street Park on June 4, 2016.

RESULT: APPROVED [UNANIMOUS]
MOVER: Billy Powell, Councilmember
SECONDER: Ed Wise, Councilmember
AYES: Bruce, Sebo, Powell, Boak, Wise

IV. ADJOURNMENT

1. Motion to adjourn at 1:27 PM

Minutes Acceptance: Minutes of May 31, 2016 1:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

RESULT: APPROVED [UNANIMOUS]
MOVER: Billy Powell, Councilmember
SECONDER: Pat Sebo, Councilmember
AYES: Bruce, Sebo, Powell, Boak, Wise

JOY B. DAY – MAYOR

RICKY L. CLARK, JR. – CITY ADMINISTRATOR

Minutes Acceptance: Minutes of May 31, 2016 1:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

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COUNCIL MEETING DATE
May 31, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Council to consider approval of Position Classification of Park Ranger (Part-Time).

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes

Recreation, Entertainment and Leisure Opportunities, Safety, Health and Wellbeing

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Since Lee Street Park has been opened, we have received numerous complaints with regards to proper utilization of the park. In an effort to remedy this forthcoming problem and to have visual presence, staff is recommending that a position, entitled "Park Ranger" be approved. Some of the essential functions include identifying and investigating suspicious behaviors; ensuring compliance with park rules and regulations; providing an official presence to deter vandalism, unsafe behaviors or other activities which jeopardize the security of parks; working to resolve conflicts with patrons and stopping potentially dangerous and/or destructive behaviors; contacting the police when additional assistance is needed or a crime has been committed; providing assistance, directions and information to patrons; promoting park activities and services; and responding to complaints; reporting broken park equipment; maintaining aesthetic value of the park; reporting and/or repairing hazardous trail conditions. Enforce City ordinances and State Laws as applicable. Issue citations and summons as necessary. Be able to present cases and testify in Court as needed. Incumbent may perform additional related duties as required. This is a part-time position requiring the incumbent to work hours typically ranging from 12:00 p.m. to 9:00 p.m. weekdays and weekends.

To ensure that we solicit qualified personnel, the minimum qualifications of the position classification require you to have at least one year of experience and be a certified Georgia Peace Officer. To that end, we are seeking to hire two part-time qualified individuals that would rotate days & weekends. The Park Ranger will report directly to the Chief of Police & will be provided the motorized cart to patrol Lee Street Park and to also monitor activities at other parks, when necessary.

Should Mayor & Council approve the addition of this position, we are requesting that the pay be set at \$14.50 per hour, no more than 30 hours per week. This equates to roughly 120 hours per month, 1440 hours per year & a total salary of \$20,880.00. The Park Ranger would be required to wear a uniform (different from that of a police officer) and also report all activity. In addition to normal patrol, the Park Ranger would also serve as a liaison for park guests assisting them with information relative to park functions, helping to keep the park tidy and locking up the park.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

\$14.50 per hour
Part-Time
\$20,880.00 per year.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City Administrator

Date
May 31, 2016

05/31/16 City Council APPROVED

Signature

City Clerk's Office

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Job Description - Park Ranger

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

Minutes Acceptance: Minutes of May 31, 2016 1:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)

Council to consider approval of Position Classification of Park Ranger (Part-Time).

City of Jonesboro

JOB DESCRIPTION

POSITION: Park Ranger
 REPORTS TO: **CHIEF OF POLICE**
 OVERVIEW: The purpose of this position is to patrol all parks owned/operated by the City of Jonesboro and monitor park activities and patrons. Enforce City Ordinances and State Law as Necessary.

Salary: \$14.50 per hour / Part-Time

MINIMUM QUALIFICATIONS

High school diploma or GED; supplemented by one year of experience as a certified Georgia Peace Officer.; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Georgia Driver's license. Must be able to meet Georgia Peace Officer Standards and Training Council requirements. Must be able to obtain 20 hours of annual training and firearms requalification.

ESSENTIAL DUTIES

Some of the essential functions include identifying and investigating suspicious behaviors; ensuring compliance with park rules and regulations; providing an official presence to deter vandalism, unsafe behaviors or other activities which jeopardize the security of parks; working to resolve conflicts with patrons and stopping potentially dangerous and/or destructive behaviors; contacting the police when additional assistance is needed or a crime has been committed; providing assistance, directions and information to patrons; promoting park activities and services; and responding to complaints; reporting broken park equipment; maintaining aesthetic value of the park; reporting and/or repairing hazardous trail conditions. Enforce City ordinances and State Laws as applicable. Issue citations and summons as necessary. Be able to present cases and testify in Court as needed. Incumbent may perform additional related duties as required. This is a part-time position requiring the incumbent to work hours typically ranging from 12:00 p.m. to 9:00 p.m. weekdays and weekends. Attendance is an essential function of this position.

SUPERVISORY CONTROLS

The work of this position is performed under the direct supervision of the Chief of Police. The position requires compliance with directives, policies and/or procedures, as identified for the City of Jonesboro and the Jonesboro Police Department.

SUPERVISION GIVEN

This position does not supervise any other positions

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert very moderate physical effort in light work, typically involving some combination of stooping, kneeling, crouching and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements: Some tasks require the ability to perceive and discriminate sounds, odor, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, or violence. Clayton County, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

To apply you may obtain an application from the City of Jonesboro City Hall located at 124 North Avenue Jonesboro, Georgia or contact the City Administrator at rclark@jonesboroga.com.

The City of Jonesboro is an Equal Opportunity Employer



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.B

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COUNCIL MEETING DATE
May 31, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Council to consider approval of Ordinance #2016-07 regarding prohibition of tobacco in city owned or operated facilities.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes Safety, Health and Wellbeing

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

In 2013, the Jonesboro Mayor & Council approved a prohibition of tobacco at all parks. Unfortunately, there was no actual legislation (code revision, policy) implemented. To formalize the Council's intent, staff has prepared an ordinance to be codified with the City of Jonesboro Code of Ordinances to ban the practice of utilizing tobacco products in City owned and/or operated facilities.

In promoting health and wellness and facilitating community problem solving, staff believes it is in the best interest of the City to formally adopt a Tobacco Free policy. State-wide, outdoor smoking ordinances are designed to be self-enforcing. When communities pass these types of policies, they do not intend for police officers to spend their time search for people smoking in public places. Rather, the expectation is that through education and signage, residents and park goers will become aware of the smoking restrictions and most individuals who smoke will obey the law. We believe that tobacco use in the proximity of children and adults engaging in or watching recreational activities at City-owned or operated facilities is detrimental to their health and can be offensive to those utilizing our parks.

Staff has been in communication with the Department of Public Health who has advised that they will assist with the purchase and erection of tobacco free signage, once the ordinance is adopted. In addition, the Department of Public Health will assist the City in making their official announcement of our "Tobacco-Free Initiative" at our June 4, 2016 Concert.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

N/A

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- ORD 2016-07 Tobacco-Free Policy

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
May, 31, 2016

05/31/16 City Council APPROVED

Signature

City Clerk's Office

Council to consider approval of Ordinance #2016-07 regarding prohibition of tobacco in city owned or operated facilities.

STATE OF GEORGIA

CITY OF JONESBORO

ORDINANCE NO. 2016-07

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF JONESBORO, GEORGIA, BY RENAMING CHAPTER 6 TO ALCOHOLIC BEVERAGES & TOBACCO PRODUCTS; TO ADD A NEW ARTICLE XI, TOBACCO, TO CHAPTER 6 AND A NEW SECTION, 6-219, TOBACCO USE PROHIBITED; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the duly elected governing authority of the City of Jonesboro, Georgia (the “City”) is the Mayor and Council thereof; and

WHEREAS, the City has the power to adopt regulations promoting the public health, safety, and general welfare of its citizenry pursuant to Article IX, Section II, Paragraph II of the 1983 Constitution of the State of Georgia; the Municipal Home Rule Act (O.C.G.A. § 36-35-1 *et seq.*); and Section 1.13(11) of the City’s Charter; and

WHEREAS, the City believes that tobacco use in the proximity of the children and adults engaging in or watching outdoor recreational activities at City-owned or operated facilities is detrimental to their health and can be offensive to those using such facilities; and

WHEREAS, the City has a unique opportunity to create and sustain an environment that supports a non-tobacco norm through a tobacco-free policy, rule enforcement, and adult-peer role modeling on City-owned outdoor recreational facilities and;

WHEREAS, the City believes parents, leaders, and officials involved in recreation are role models for youth and can have a positive effect on the lifestyle choices they make; and

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WHEREAS, the tobacco industry advertises at and sponsors recreational events to foster a connection between tobacco use and recreation; and

WHEREAS, cigarettes, once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses, diminish the beauty of the City's recreational facilities, and pose a risk to toddlers due to ingestion; and

WHEREAS, state law prohibits smoking in state and local governmental buildings in O.C.G.A. § 31-12A-3; and

WHEREAS, the City has determined that the prohibition of tobacco use at the City's recreational facilities serves to protect and positively impact the health, safety and welfare of the citizens of City of Jonesboro, Georgia.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF JONESBORO, GEORGIA, and by the authority thereof:

Section 1: The Code of Ordinances of the City of Jonesboro, Georgia is hereby amended by retitling Chapter 6 of the Code from Alcoholic Beverages to Alcoholic Beverages & Tobacco Products, by adding a new Article XI, Tobacco, to Chapter 6, and adding a new section 6-219, Tobacco use prohibited, which shall read and be codified as follows:

“Article XI: Tobacco

Sec. 6-219. – Tobacco use prohibited.

- (a) It shall be unlawful for any person to smoke or use tobacco products, including but not limited to, snuff and chewing tobacco, in all parks and all facilities located thereon, owned, leased and/or controlled by the city and operated under the jurisdiction of the city, and in all enclosed facilities, including building owned, leased, or operated by the State of Georgia, its agencies and authorities, and any political subdivision of the state, municipal corporation, or local board or authority created by general, local, or Special Act of the General Assembly or by ordinance or resolution of the governing body of a municipal corporation individually or jointly with other political subdivisions or municipalities of the state.
- (b) The City shall conspicuously post signs prohibiting smoking and use of tobacco

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products in all designated areas.

- (c) Any person found violating this policy may be subject to immediate ejection from the recreation facility.
- (d) Smoking in a park that has clearly been designated by a no smoking sign shall, in addition to a violation of this section, be a violation of O.C.G.A. 16-12-2, which prohibits smoking in designated public places.”

Section 2: All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 3: This Ordinance shall be codified in manner consistent with the laws of the State of Georgia and the City.

Section 4: (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intend of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional, or otherwise unenforceable any of the remaining phrases, clauses, sentences,

paragraphs, or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5: The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this _____ day of _____, 2016.

CITY OF JONESBORO, GEORGIA

JOY DAY, Mayor

ATTEST:

RICKY L. CLARK, JR., City Clerk

APPROVED AS TO FORM:

STEVE FINCHER, City Attorney

Minutes Acceptance: Minutes of May 31, 2016 1:00 PM (CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.B

- 1

COUNCIL MEETING DATE
May 31, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Council to consider approval of Application 16ALCSUB-001, as submitted by Savoy Bar and Grill, requesting an alcohol sub-permit for Lee Street Park on June 4, 2016.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Pursuant to Section 58-59, Alcohol Sub-Permits Must be Ratified by Mayor & Council

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes

Recreation, Entertainment and Leisure Opportunities

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Savoy Bar and Grill, located at 3753 Highway 138, Stockbridge, Georgia is requesting to be granted an Alcohol sub-permit license to be an alcohol vendor for the City of Jonesboro concert to be held on June 4, 2016. Pursuant to Section 58-59 of the Code of Ordinances of the City of Jonesboro. No alcohol may be served and/or sold at any outdoor event unless the host receives an alcohol sub-permit. Where the outdoor event occurs in a park, the only type of outdoor event eligible for an alcohol sub-permit is an outdoor festival. Alcohol is not permitted in parks absent a permitted outdoor festival alcohol sub-permit.

At current the applicant meets all requirements set forth for the sub-permit. The applicant currently holds a valid State of Georgia Alcohol License, Clayton County Caterers License & has passed the background check performed by the Jonesboro Police Department. In addition, the applicant has been cleared through our E-Verify system. Upon checking with the Clayton County Licensing Department, the applicant has not had any beer/wine/distilled spirits violations and recently was the vendor at the Clayton County International Beach.

Should Mayor & Council approve of the sub-permit, staff is requesting that the applicant be required to ensure that all id's are checked properly and that wristbands are used to distinguish those that can legally consume alcoholic beverages. Applicant will not be allowed to have any glass products or bottles. Further, Staff recommends that applicant vending space be separated from those serving/selling food. Finally, staff recommends that the applicant utilize proper signage to state that they are serving alcoholic beverages.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Cost of Sub-Permit License - \$350.00
Cost of Application Fee: \$50.00
Cost of Server License - \$35.00 each

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky Clark, City
Administrator

Date

May, 31, 2016

05/31/16

City Council

APPROVED

Signature

City Clerk's Office

•

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

10.A

- A

COUNCIL MEETING DATE
June 13, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding Intergovernmental Agreement for the provision of election services between Clayton County & the City of Jonesboro to conduct a Special Election on November 8, 2016.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

O.C.G.A. 21-2-45; 21-2-70.1; 21-2-265

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Innovative Leadership

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Due to the recent passing of Councilman Norrington, the City of Jonesboro must conduct a Special Election to fill his unexpired term. Georgia Election Law reads as follows: In even-numbered years, any such special election shall only be held on the third Tuesday in March; provided, however, that in the event that a special election is to be held under this provision in a year in which a presidential preference primary is to be held, then any such special election shall be held on the date of and in conjunction with the presidential preference primary; the date of the general primary.

To that end, I have requested that the County conduct our election so that our voters are not having to visit separate polling places. On election day (November 8th), registered municipal voters would be allowed to vote on items they would normally vote on at their respective county precinct and will also vote for the councilmember to fill the unexpired term of Wallace Norrington. At least 35 days prior, I must publish notice of election and qualifying fees.

Staff and our Legal Team have worked with the Clayton County Elections Director to get the necessary contract complete for the purpose of their office conducting our election. Once the Council approves the contract it will then be routed to the Board of Elections & the Board of Commissioners, respectively, for approval.

We are still working to finalize the cost of the actual election that the County will charge.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

TBD

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
June, 13, 2016

06/06/16
ITEM

City Council **CONSENT AGENDA**
Next: 06/13/16

Signature

City Clerk's Office

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

10.A

- IGA with City of Jonesboro (Elections)
- Estimate Jonesboro Special Budget v3 (003)

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES BETWEEN
CLAYTON COUNTY, GEORGIA and
THE CITY OF JONESBORO, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of June, 2016, between Clayton County, Georgia (the "**County**"), a political subdivision of the State of Georgia, and the City of JONESBORO, Georgia (the "**City**"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Clayton County Board of Elections and Registration ("**BER**") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BER, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit B. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

1.4 Any official election duty or obligation of the City's Supervisor of Elections which the County is assuming for purposes of this Agreement will become the sole responsibility and duty of the County upon the conclusion of the period of time in which candidates are required to qualify ("Qualifying Period").

ARTICLE 2 TERM OF AGREEMENT

2.1 This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Clayton County, Georgia and will terminate on December 31, 2017, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election under this agreement, the BER and/or the County Elections Director, or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors;
- f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections upon the conclusion of the Qualifying Period;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Prepare precinct cards, or in lieu of, letters to registered voters confirming their voting precincts and polling places for every election: primary, general, and any runoff elections. Drafts of such precinct cards or letters shall be provided to the City for review and approval as soon as available.
- k) Prepare absentee ballots for voters claiming absentee status. Drafts of such absentee ballots shall be provided to the City for review as soon as available.
- l) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections (the “**Calls**”) as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) If the City desires to review and verify the accuracy of the voter list(s) or City residents, it must do so not less than 90 days prior to Election Day;
- i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;
- j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- l) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

4.2 For City elections that are to be conducted contemporaneously with a countywide election, the City will share equally in the costs of conducting the election, plus a 10% administrative fee of the actual election and runoff costs based on the municipality's pro-rata share of the number of electors in the municipality versus the total number of electors in the County.

i) An estimate of the City's pro-rata share of the election and runoff costs based on the number of electors will be provided to the City and 75% of that amount is due to the County ninety (90) days prior to Election Day.

ii) Following the election and runoff, the actual costs of the election and runoff will be determined, as well as the City's pro-rata share of the actual costs.

iii) If based on the estimated election and runoff costs a refund is due to the City said refund will issue within ninety (90) days after the election and runoff election.

iv) If based on the estimated election and runoff costs the City owes the County an additional amount for the election and runoff, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

v) Following the election and runoff, the actual postage amount spent for absentee Ballots and other notices shall be calculated. The City shall be reimbursed for any advance postage amounts paid to the County that are in excess of the actual postage amount spent for absentee ballots and notices. Such refund will be calculated and delivered to the City within thirty (30) days from the deadline for absentee ballots to be returned.

4.3 For City elections that are not conducted contemporaneously with a countywide election, the City will pay the actual cost of such election and runoff based on a budget prepared in accordance with the form attached hereto as Exhibit A.

i) The City will pay the County the sum determined in Exhibit A for the election and runoff to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election and runoff, the actual costs of the election and runoff will be determined.

iii) If based on the payment made in compliance with Exhibit A a refund is due to the City said refund will issue within ninety (90) days after the election and runoff election.

iv) If based on the payment made in compliance with Exhibit A the City owes the County an additional amount for the election and runoff, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

vi) Following the election and runoff, the actual postage amount spent for absentee Ballots and other notices shall be calculated. The City shall be reimbursed for any advance postage amounts paid to the County that are in excess of the actual postage amount spent for absentee ballots and notices. Such refund will be calculated and delivered to the City within thirty (30) days from the deadline for absentee ballots to be returned.

v)

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

ARTICLE 5

LEGAL RESPONSIBILITIES

5.1 To the extent provided by law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, or as a result of equipment supplied or provided by the County, the County Board of Elections and Registration, and/or the County Elections Director in connection with any City Election held pursuant to this Agreement. To the extent provided by law, the City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, or as a result of equipment supplied or provided by the County, the County Board of Elections and Registration, and/or the County Elections Director in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6

EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Clayton County Elections and Registration and under the supervision of the Elections Director.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Elections and Registration Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 7 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Director or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Clayton County Elections and Registration
Elections Director
Jonesboro Historical Courthouse
Main Floor
121 South McDonough Street
Jonesboro, GA 30236

With a copy to: Clayton County Staff Attorney's Office
112 Smith Street
Jonesboro, GA 30236

City Administrator: 124 North Avenue
Jonesboro, Georgia 30236

With a copy to: City Attorney of Jonesboro

**ARTICLE 10
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 11
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Clayton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 13
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 14
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

**CLAYTON COUNTY
BOARD OF COMMISSIONERS**

BY: _____
Jeffrey E. Turner, Chairman

(seal)

ATTEST: _____
Sandra T. Davis, Clerk

**CLAYTON COUNTY
BOARD OF ELECTIONS & REGISTRATION**

APPROVED AS TO SUBSTANCE:

BY: _____
Dorothy Foster Hall, Chairman

(seal)

ATTEST: _____
Shauna Dozier, Elections Director

CITY JONESBORO, GA

BY: _____
City of Jonesboro, Authorized Official

(seal)

ATTEST: _____

EXHIBIT B

As per the Agreement executed on _____, THE CITY OF JONESBORO hereby requests that Clayton County conduct its _____ Election on _____

The last day to register to vote in this election is _____.

This _____ day of _____, 2016

(SEAL)
Municipal Clerk

The Clayton County Board of Elections and Registration agrees to conduct the CITY OF JONESBORO Election on _____ and any runoff elections.

This _____ d a y of _____, 2016

(SEAL)
Elections Director
Clayton County Board of Elections and Registration

CITY OF JONESBORO SPECIAL ELECTION - NOVEMBER 8, 2016		EXHIBIT "A"		Projected Cost	Projected Cost City of Jonesboro
SALARIES - OVERTIME					
Public Safety/Election Day					\$0.00
SALARIES - TEMPORARY					
Drivers, Poll Worker Instructors, Coordinators					\$0.00
RENTAL EQUIPMENT					
Trucks, Cell Phones					
TOTAL 1120 - RENTAL EQUIPMENT					\$0.000
HOURLY FEE PERSONNEL					
Poll Workers - Training Class Fee \$30					
58	Mgr(s) - \$225.25 plus \$25 training fee & \$15.00 manager mtg Total pay @ \$265.00				
173	Asst Mgr(s) - \$170.00 plus \$15 training fee & \$15.00 manager mtg Total pay @ \$200.00				
301	Clerk(s) - \$115.00 plus \$15 training fee Total pay @ \$130.00				
6 Advance Voting Sites					
1	Mgr @ \$11.00 for 21 days	\$2,310.00			
2	Asst Mgr(s) @ \$10.00 for 21 days	\$4,200.00			
6	Clks @ \$9.00 for 21 days	\$11,340.00			
5	Mgr @ \$11.00 for 7 days				
10	Asst Mgrs @ \$10.00 for 7 days				
30	Clks @ \$9.00 for 7 days				
20 Election Night Workers @ 115.00					
TOTAL 1159 HOURLY FEE PERSONNEL				\$17,850.00	\$303.42
PROFESSIONAL SERVICES					
6	Coordinators - Election Day @ 16.00 per hour				
TOTAL 1160 PROFESSIONAL SERVICES				\$0.00	\$0.00
FEES					
BRE Board Meeting Fees (\$50 *5 BRE Members * 1 mtgs)					
TOTAL BOARD FEES					\$0.00
ADVERTISING					
Advertisement of legal notices					
TOTAL ADVERTISING				\$0.00	\$0.00
350-265-2660-1346 MILEAGE					
TOTAL 1346 MILEAGE				\$0.00	\$0.00
VEHICLE SUPPLIES					
Gasoline					
TOTAL 1452 VEHICLE SUPPLIES				\$0.00	\$0.00
POSTAGE					
Mailing of Absentee Ballots @\$.47 per absentee ballot		\$1,256.78	\$1,256.78		
Letters to voters, candidates, poll workers					
Mailing of Precinct Cards @.33 per precinct card		\$882.42	\$882.42		
TOTAL POSTAGE			\$2,139.20	\$2,139.20	\$2,139.20
PRINTING & BINDING					
Poll Worker Manuals					\$0.00
TOTAL PRINTING & BINDING				\$0.00	
PHOTOCOPIES					
Sample Ballots & Letter of Instructions					
TOTAL PHOTOCOPIES				\$0.00	\$0.00
OFFICE SUPPLIES					
Office Supplies, L&A Test Desks, Sample & Ballot Cards					
TOTAL OFFICE SUPPLIES				\$0.00	\$0.00
STOCKPAPER					\$0.00
Administrative Fee 10% Actual Cost @ 1.7%					\$244.27
TOTAL PROJECTED GENERAL ELECTION & SPECIAL ELECTION NOV 8, 2016				\$19,989.20	\$2,442.67
GRAND PROJECTED TOTAL COST CITY OF JONESBORO SPECIAL ELECTION					\$2,686.97

Number of Registered Voters as of May 1, 2016	160,584
Number of Registered Voters as of May 1, 2016 - City of Jonesboro	2,674
Percent of Registered Voters in City of Jonesboro as of May 1, 2016	1.70%

Attachment: Estimate Jonesboro Special Budget v3 (003) (1048 : Special Election - Councilman Norrington)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

10.B

- B

COUNCIL MEETING DATE

June 13, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Mayor Day

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding Resolution #2016-09 to reappoint Therese Guidry to the Housing Authority of the City of Jonesboro, for a term to expire June 13, 2017.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

January 18, 1859 Action Declaring the Need for an Housing Authority

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes

Community Planning, Neighborhood and Business Revitalization

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The Bylaws of the Authority, provides for five (5) members on the Board of Commissioners for the Authority, four (4) of whom shall be persons who have resided in Clayton County for a period of at least six (6) months, and one (1) person who is currently residing in housing provided by the Authority.

Executive Director Louise Kidd has recommended the appointment of the aforementioned appointees. Approval of this resolution ratifies action of the same.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- RES 2016-09- Jonesboro Housing Authority Appointments

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval of a One-Year Term to Expire June 13, 2016

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky Clark, City
Administrator

Date

June, 13, 2016

**06/06/16
ITEM**

**City Council
Next: 06/13/16**

CONSENT AGENDA

Signature

City Clerk's Office

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION NO. 2016- 09

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, GEORGIA, TO APPOINT & REAPPOINT MEMBERS TO THE BOARD OF COMMISSIONERS FOR THE HOUSING AUTHORITY OF THE CITY OF JONESBORO, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on or about January 18, 1959, the City Council for the City of Jonesboro, Georgia (“the City”) adopted a Resolution entitled “Resolution Declaring the Need for Housing Authority in the City of Jonesboro, Georgia,” which created and established the Housing Authority of the City of Jonesboro, Georgia (“the Authority”) to meet certain housing needs in the City; and

WHEREAS, the Bylaws of the Authority, provides for five (5) members on the Board of Commissioners for the Authority, four (4) of whom shall be persons who have resided in Clayton County for a period of at least six (6) months, and one (1) person who is currently residing in housing provided by the Authority.

WHEREAS, the respective terms of certain members on the Commission is approaching expiration and the Mayor & City Council of the City of Jonesboro wishes to ratify action to keep members terms current.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, GEORGIA, as follows.

Section 1. The following persons are hereby reappointment to serve as members of the Board of Commissioners for the Housing Authority of the City of Jonesboro, Georgia, and are appointed to serve the following terms or until their successors are duly appointed, at the pleasure of the Mayor and City Council:

1. Therese Guidry- [Housing Resident] one (1) year term - June 13, 2017

Section 2. Severability. If any section, paragraph, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, which such portions shall remain in full force and effect.

Section 3. Repealer. All Resolutions and parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Resolution shall be in full force and effect immediately upon and after its final passage.

SO RESOLVED this _____ day of _____, 2016.

CITY OF JONESBORO, GEORGIA

Joy Day, MAYOR

ATTEST:

(THE SEAL OF THE CITY OF
JONESBORO, GEORGIA)

Ricky L. Clark, Jr., City Clerk

**CERTIFICATION OF APPOINTMENT OF COMMISSIONER
OF THE HOUSING AUTHORITY OF THE CITY OF JONESBORO**

WHEREAS, The Housing Authority of the City of Jonesboro, Georgia has heretofore been duly organized pursuant to the Georgia Housing Authorities Law, as amended

NOW THEREFORE, pursuant to the Georgia Housing Authorities Law, as amended by virtue of my office as Mayor, I hereby reappoint Mrs. Therese Guidry to serve as Commissioner for an additional one year term ending on June 13, 2017.

IN WITNESS WHEREOF, I have hereunto signed by name as Mayor of the City of Jonesboro, Georgia and caused the official seal of the City of Jonesboro, affixed hereto
This 13th day of June, 2016

Joy B. Day, MAYOR
City of Jonesboro, Georgia

ATTEST:

Ricky L. Clark, Jr., City Clerk
City of Jonesboro

CERTIFICATE OF CITY CLERK

I hereby certify that the above and foregoing act is a true and correct copy of the Certificate of Appointment of Commissioner of the Housing Authority of the City of Jonesboro, Georgia, filed in the office of the City Clerk on the _____ day of _____, 2016.

Witness my hand and the official seal of the City of Jonesboro, Georgia this _____ day of _____, 2016.

Ricky L. Clark, Jr., City Clerk

(THE SEAL OF THE CITY OF
JONESBORO, GEORGIA)

Attachment: RES 2016-09- Jonesboro Housing Authority Appointments (1052 : Housing Authority Board Appt - Louise Guidry)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

11.A

- A

COUNCIL MEETING DATE
June 13, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding awarding RFP#16-003 to TSW in the amount of \$100,000.00 for the purpose of completing a Livable Centers Initiative Major Update and to authorize the Mayor to execute all necessary contracts.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes **Economic Development**

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Recently staff released an RFP seeking a consultant to lead the LCI Major Update Study. The City seeks to update our existing LCI study by reassessing the feasibility and sustainability of land uses and development recommended in the original plan for the historic downtown district. The area of focus for this LCI includes the following focus areas:

- **Historic Downtown District** – This is the downtown district which includes residential, office and retail land uses. The downtown district includes commercial vacancies as well as opportunities for residential redevelopment. Further, the downtown district lends itself to being a site for future commuter rail/rapid transit plans.

Upon releasing the RFP, the City received bids from the following firms: Sizemore Group, Amec Foster & Wheeler, TSW, Lord Aeck & Sargent & the Collaborative Group. To ensure that the bid process was fair and comprehensive, City Administrator Ricky Clark & Mayor Joy Day were joined by Clayton County Economic Development Director Courtney Pogue & Kirby Glaze of Public-Private Partnership Management, Inc. Each proposal was evaluated based upon six (6) different criteria: Understanding & Approach, Experience, Consultant's staff qualifications, demonstrated ability, past performances & cost. Being that the total scores compiled by each of the reviewers were so close, we narrowed our consultants down to our top three. Each of the final three companies were interviewed by the Review Committee. After interviews, TSW was chosen as our top choice.

TSW has completed more than 25 studies and is closely familiar with the process and requirements. TSW will be collaborating with other firms such as Arnett Muldrow & Associates to perform a market analysis & also Keck & Wood whose firm specializes in transportation planning and civil engineering. Upon approval on the contract by Mayor & Council, TSW will begin consulting with the City staff to finalize our plan of action and execution.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
June, 13, 2016

06/06/16 City Council

Signature

City Clerk's Office

Task 1: Existing Plan Assessment - \$12,640

Task 2: Marketing Analysis - \$14,850

Task 3: Public Input - \$21,800

Task 4: Concept Plan - \$15,840

Task 5: Deliverables - \$ 2,500

Total Project - \$100,000 ARC will fund 80% or \$80,000 the City is responsible for 20% match or \$20,000

City Funding Source: 52.1230 (Planning/Development/Engineering) FY' 16 Budget - \$50,000

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Professional Planning Services Contract 060116
- TSW Team Interview - Jonesboro LCI for email

Staff Recommendation (Type Name, Title, Agency and Phone)

Approval

PROFESSIONAL PLANNING SERVICES AGREEMENT

between

CITY OF JONESBORO, GEORGIA

and

TUNNELL, SPANGLER & ASSOCIATES, INC. D/B/A TSW

THIS PROFESSIONAL PLANNING SERVICES AGREEMENT ("Agreement"), made and entered into on this the ____ day of _____, _____ ("Effective Date"), by and between the **CITY OF JONESBORO, GEORGIA**, a municipal corporation under the laws of the State of Georgia ("Owner") and **Tunnell, Spangler & Associates, Inc., d/b/a TSW**, a corporation existing under the laws of the State of Georgia ("Consultant").

WITNESSETH:

WHEREAS, **Owner** desires to engage a qualified and experienced planning/engineering consultant to furnish professional services for a project known as the 10 Year Update for the Jonesboro Town Center Livable Centers Initiative ("Project"); and

WHEREAS, **Consultant** has represented to **Owner** that it is qualified and experienced to perform the services described herein, and has available the personnel and facilities necessary to accomplish the work within the required time;

WHEREAS, the Atlanta Regional Commission ("ARC") is the regional planning and intergovernmental coordination agency for ten (10) counties whose jurisdictional region includes the areas within the municipal limits of **Owner**. **Owner** and **Consultant** acknowledge that, as the Project is to be located within this jurisdictional region, it is subject to certain requirements of the ARC.

WHEREAS, **Owner** and **Consultant** further acknowledge that the Project is subject to certain requirements of federal law, including but not limited to regulations of the U.S. Department of Transportation, as well as certain requirements of state law, including but not limited to regulations of the Georgia Department of Transportation.

NOW, THEREFORE, **Owner** and **Consultant** agree as follows:

I. DESCRIPTION OF PROJECT: **Owner** and **Consultant** agree that the Project is as described in **Exhibit A**, which is attached to and incorporated herein by reference, and entitled the "**City of Jonesboro LCI Major Update: Project Approach.**" **Owner** and **Consultant** recognize that, during the course of performing the services under this Agreement, the Project may need to be reduced, expanded, or otherwise modified.

II. SCOPE OF CONSULTING SERVICES: **Consultant** agrees to perform those services described in Task Orders issued as amendments to this Agreement. Unless modified in writing by both parties, the duties of **Consultant** shall not be construed to exceed those services specifically set forth herein.

- A. Scope of Consulting Services - **Consultant** agrees to perform those tasks described in **Exhibit A (“Work”)**.
- B. Change of Scope of Consulting Services - **Owner** may, at any time during the term of this Agreement, make changes to scope of the consulting services provided under this Agreement and its technical provisions. If any such change causes any increase or decrease in **Consultant's** cost of performing any part of its obligations under this Agreement, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written amendment of such adjustment shall be made. Any claim by **Consultant** for an equitable adjustment shall be made in writing and delivered to **Owner** prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from **Owner**. Nothing in this subparagraph shall excuse **Consultant** from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes.

III. Contract Time:

- A. **Contract Term.** This Agreement shall terminate automatically upon completion of the Work to be performed by Consultant or issuance of the final payment owed to Consultant, whichever is later.
- B. **Time and Liquidated Damages**
 - 1. Consultant shall commence the Work under this Agreement on a date established by addendum to this Agreement (“Commencement Date”). Consultant shall complete the Work within the time frame listed in the addendum to this Agreement (“Completion Date”). The number of consecutive days from the Commencement Date, through the Completion Date, shall constitute the “Contract Time.”
 - 2. Consultant shall pay Owner the sum of one hundred dollars (\$100.00) per day for each and every business day of unexcused delay in completing the Work beyond the Completion Date. Any sums due and payable hereunder by Consultant shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. When Owner reasonably believes that completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Consultant an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Consultant overcomes the delay in payment, Owner shall promptly release to Consultant those funds withheld, but no longer applicable, as liquidated damages.

- C. Notwithstanding Paragraph III(A) above or any other provision in this Agreement, **Owner** shall have the unilateral right to terminate this Agreement at any point during any term of this Agreement, without cause, by providing thirty (30) days written notice to **Consultant** of its desire to terminate.

IV. SCOPE OF OWNER SUPPORT: **Owner** agrees to provide the following:

- A. All criteria and full information as to **Owner's** requirements for the Project.
- B. Available information and data pertinent to the Project.
- C. Timely reviews of work products.
- D. **Owner** shall appoint an **Owner's** representative with respect to work to be performed under this Agreement. Said **Owner's** representative shall have complete authority to transmit instructions, receive information, and interpret and define **Owner's** policies. **Consultant** shall be entitled to rely on representations made by said **Owner's** representative unless otherwise directed in writing by **Owner**.

V. AUTHORIZATION AND PROGRESS: Upon execution of an addendum to this Agreement, described in Exhibit C, which is attached hereto and incorporated herein by reference, including but not limited to such provisions as the Contract Time, project schedule, interim milestones and work product submittal dates, **Owner** grants **Consultant** specific authorization to proceed with the Work described in **Exhibit A. COMPENSATION:** Compensation for services provided under Article II shall be as set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference.

VI. RESPONSIBILITY OF CONSULTANT:

- A. Professional Services: **Consultant** is employed to render a professional service only, and any payments made to **Consultant** are compensation solely for such services rendered and recommendations made in carrying out the Work. **Consultant** shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. **Consultant** shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time **Consultant's** Services are rendered. No review of **Consultant's** professional work product, including, but not limited to any plans and specifications, by any of **Owner's** employees or agents shall relieve **Consultant** of any responsibility with respect to such professional work product.

VII. INDEMNIFICATION:

- A. To the fullest extent permitted by Laws and Regulations, **Consultant** shall indemnify and hold harmless **Owner**, and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and

damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the **Consultant's** performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of **Consultant**, any subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against **Owner** or any of its elected officials, officers, directors, partners, employees, or agents by any employee (or the survivor or personal representative of such employee) of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Article VIII shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for **Consultant** or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

VIII. INSURANCE: Prior to the start of the Work, **Consultant** shall procure and maintain in force for the Contract Time, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, Professional Liability Insurance and Excess/Umbrella Liability Insurance. **Owner** shall be named as additional insured in each of these policies except Workers' Compensation Insurance and Professional Liability Insurance. All policies must be placed with a carrier rated not less than A-VIII by A. M. Best..

A. Minimum Limits of Insurance

- 1. **Commercial General Liability** with a combined Bodily Injury and Property Damage coverage limit of not less than \$1,000,000 per occurrence and \$1,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, owner named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.
- 2. **Commercial Automobile Liability** insurance covering the use of all owned, non-owned and hired vehicles with a combined Bodily Injury and

Property Damage limit of \$1,000,000. Carrier waives right of subrogation against certificate holder.

3. **Workers' Compensation and Employer's Liability insurance** with limit of the minimum required by Labor Code, State of Georgia. Carrier waives right of subrogation against certificate holder.
 4. **Consultant** shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of **Consultant**. Such coverage shall be maintained for the duration of the services provided hereunder, and **Consultant** shall provide **Owner** with additional certificates of insurance to evidence such coverage throughout said period.
 5. **Excess/Umbrella Liability** insurance limit of not less than \$1,000,000 general aggregate, \$1,000,000 occurrence. Such policy must be in excess of policy limits of the primary coverage for general liability, automobile liability and employer's liability.
- B. **Deductibles and Self-Insured Retentions** – Any deductibles or self-insured retentions must be declared to **Owner** and accepted by **Owner**. At **Owner's** option, **Consultant** shall demonstrate financial capability for payment of such deductibles or self-insured retentions by submitting a financial statement.
- C. **Insurance Certificates** – An insurance certificate must be furnished by **Consultant** to **Owner**. Endorsements showing additional insured where applicable, and waiver of subrogation must be provided. Each insurance certificate, except for the certificate for Professional Liability Insurance, where applicable, must be endorsed with the following affirmative statement: *"Coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice, return receipt requested, has been given to Owner and to each other additional insured to whom a certificate of insurance has been issued."* Written notice for cancellation due to non-payment of premium will be within 10 days.

IX. SUBCONTRACTS: **Consultant** shall be entitled, to the extent determined appropriate by **Consultant**, to subcontract any portion of the Work to be performed under this Agreement. **Consultant** shall be responsible for all work products and actions of all subcontractors. Before employing or retaining any such subcontractor, **Consultant** shall inform **Owner** in writing of its decision to employ or otherwise retain any subcontractor and shall obtain **Owner's** written approval of such decision. Subcontractors must comply with the same insurance requirements as the **Consultant**. The ARC must approve, in writing, the selection of any subcontractor prior to the employment or retention of such subcontractor.

X. SUSPENSION OF WORK: **Owner** may suspend, in writing, all or a portion of the Work. **Consultant** may request that the Work be suspended by notifying **Owner**, in writing, of circumstances that are interfering with the normal progress of work. **Consultant** may suspend

work on Project in the event **Owner** does not pay any invoice when due. The time for completion of the work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the terms of this Agreement are subject to re-negotiation, and both parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XII.

XI. TERMINATION OF WORK: **Owner** may terminate all or a portion of the Work covered by this Agreement for its convenience at any time. **Owner** or **Consultant** may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing 15 days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, **Consultant** shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or unfinished documents, maps, studies, work papers and reports prepared by **Consultant** under this Agreement shall be the sole property of **Owner**. The time spent on such additional work shall not exceed 5 percent of the time expended on Project prior to the effective date of termination. **Consultant** shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.

XII. CONFLICT OF INTEREST:

- A. **Consultant** certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of **Owner**, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of **Consultant** or its subcontractors and that no person associated with **Consultant** or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
- B. Should **Consultant** become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, **Consultant** shall immediately notify **Owner**. If **Owner** determines that a conflict of interest exists, **Owner** may require that **Consultant** take action to remedy the conflict of interest or terminate the Agreement without liability. **Owner** shall have the right to recover any fees paid for services rendered by **Consultant** which were performed while a conflict of interest existed if **Consultant** had knowledge of the conflict of interest and did not notify **Owner** within one week of becoming aware of the existence of the conflict of interest.
- C. **Consultant** warrants that **Consultant** and **Consultant's** subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for **Consultant** or its subcontractor(s) to solicit or secure this Agreement and that **Consultant** and **Consultant's** subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for **Consultant** or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or

resulting from the award of this Agreement. For any breach or violation of this provision, **Owner** shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

- D. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

XIII. OWNERSHIP OF DOCUMENTS: Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of **Owner**. **Consultant** may retain reproducible copies of such documents. **Owner** hereby releases **Consultant** from all damages, claims, and losses arising out of any use of such original documents by **Owner** other than for information and reference in connection with the use, operating and occupancy of the Project by **Owner** and others. **Owner** further agrees that **Owner** will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by **Owner** or a wholesale customer of **Owner**. Nothing stated herein shall prevent **Consultant** from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of **Owner** is disclosed to such other client or any other party.

Consultant agrees that any electronic documents provided to the **Consultant** by the **Owner** for the **Consultant's** use on the Project belong to and remain the property of the **Owner**. The **Consultant** will not disseminate any such documents to third parties without the **Owner's** written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The **Owner** takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the **Consultant** is implied.

XIV. CONSULTANT TO COOPERATE: If **Owner** undertakes or awards other contracts for additional related work, **Consultant** shall fully cooperate with such other consultants or other independent contractors of **Owner** and the **Owner's** employees, and carefully fit its own work to such additional work as may be directed by **Owner**. **Consultant** shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of **Owner** or any employee of **Owner**.

XV. FEDERAL LAW REQUIREMENTS: In addition to the provisions in the Article X, **Consultant** agrees to use competitive procedures and to follow the applicable Federal regulations in 2 C.F.R. Part 200.318 through 200.326 in employing or retaining any subcontractor to perform Work under this Agreement. **Consultant** also agrees to comply with the applicable provisions in 2 C.F.R. Part 200.318 through 200.326 as to accounting and financial requirements, records maintenance and administration of contracts. **Consultant** further agrees to comply with the Disadvantaged Business Enterprise requirements contained in 49 C.F.R. Part 26.

XVI. ARC REQUIREMENTS: Owner and Consultant acknowledge that the obligations and duties of this Agreement are subject to the terms of any agreement between Owner and ARC concerning the Project. The term of this Agreement shall not commence prior to the execution of any such agreement between Owner and ARC and the obligations and duties under this Agreement shall be completed before the expiration of any such agreement. Any financial amounts owed or otherwise due pursuant to this Agreement shall not exceed the amount of financial funding contained in the agreement between Owner and ARC concerning the Project.

XVII. PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM:

Consultant shall participate in the federal work authorization program throughout the contact period, as provided in OCGA 13-10-91. Consultant shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the Subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. Such forms are attached hereto and incorporated herein as Exhibit D.

XVIII. AUDITS AND INSPECTORS: At any time during normal business hours and as often as **Owner** may deem necessary, the **Consultant** shall make available to **Owner** and/or representatives of **Owner's** Department of Internal Audit for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **Owner** and/or representatives of its Department of Internal Audit to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. **Owner's** right to audit and inspect **Consultant's** records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by **Owner** or any reviewing agencies, and **Consultant** agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

XIX. INDEPENDENT CONTRACTOR: **Consultant** shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **Consultant** or any of its employees to be the agent, employee, or representative of **Owner**, except that the Scope of Consulting Services described in **Exhibit B** may include having employees of **Consultant** serve as a representative of **Owner** during the Project.

XX. ASSIGNMENT: This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by **Owner** or **Consultant** without prior written consent of the other.

XXI. INTEGRATION: This Agreement represents the entire understanding of **Owner** and **Consultant** as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

XXII. JURISDICTION: This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXIII. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

Owner

City of Jonesboro

124 North Avenue

Jonesboro, GA 30236

Consultant

TSW

1389 Peachtree Street, NE; Suite 200

Atlanta, Ga. 30309

XXIV. CAPTIONS: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

XXV. REFERENCES: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

XXVI. LEGAL PROCEEDINGS: In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

XXVII. INTERPRETATION: Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

XXVIII. EXHIBITS: The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

XXIX. TIME OF ESSENCE: Time is of the essence of this Agreement.

{Remainder of this Page Intentionally Left Blank}

Attachment: Professional Planning Services Contract 060116 (1047 : Lci)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

Owner:

Consultant:

City of Jonesboro
Professional Services

10

DRAFT Contract Agreement
May 23, 2016

City of Jonesboro

Tunnell, Spangler & Associates, Inc., d/b/a
TSW

By (Typed Name)

T. William Tunnell
By (Typed Name)

Title

Chief Executive Officer
Title

Signature

Signature

[SEAL]

[SEAL]

Attest:

Attest:

XXXXXX

City Clerk

Witness

Witness

Address for Giving Notice:

Address for Giving Notice:

City of Jonesboro

TSW

124 North Avenue

1389 Peachtree St NE, Suite 200

Jonesboro, Georgia 30236

Atlanta, GA 30309

Approved as to form

XXXXXX

City of Jonesboro
Attorney

(Attach evidence of authority to sign and
resolution or other documents
authorizing execution of Agreement)

Attachment: Professional Planning Services Contract 060116 (1047 : Lci)

LIST OF EXHIBITS

Exhibit A	City of Jonesboro LCI Major Update: Project Approach
Exhibit B	Compensation
Exhibit C	Addendum
Exhibit D	Contractor's and Subcontractor's Affidavits

Attachment: Professional Planning Services Contract 060116 (1047 : Lci)

EXHIBIT A
CITY OF JONESBORO LCI MAJOR UPDATE: PROJECT APPROACH

Attachment: Professional Planning Services Contract 060116 (1047 : Lci)

EXHIBIT B COMPENSATION

I. LUMP SUM COMPENSATION

Services provided under **Exhibit A** for all described tasks shall be compensated on a lump sum basis. The total compensation ceiling, for completion of services described in **Exhibit A**, shall be One hundred thousand dollars (\$100,000.00). This price may only be modified under separate agreement.

Invoices shall be submitted monthly for the work completed during the previous billing period.

Owner shall not be obligated to reimburse Consultant for costs incurred above the compensation ceiling unless Owner agrees in writing to do so.

Attachment: Professional Planning Services Contract 060116 (1047 : Lci)

**EXHIBIT C
ADDENDUM**

Attachment: Professional Planning Services Contract 060116 (1047 : Lci)

EXHIBIT D

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Jonesboro, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Jonesboro, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Jonesboro at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

Tunnell, Spangler & Associates, Inc.

Attachment: Professional Planning Services Contract 060116 (1047 : Lci)

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Utility Service Co., Inc., on behalf of the City of Jonesboro, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

Tunnell, Spangler & Associates, Inc.

By: _____
Printed Name of Authorized Officer or Agent
Its: _____
Title of Authorized Officer or Agent of Contractor

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public
My Commission Expires:

Attachment: Professional Planning Services Contract 060116 (1047 : Lci)



LCI STUDY: MAJOR UPDATE

TSW | ARNETT MULDROW & ASSOCIATES | KECK & WOOD

TEAM INTRODUCTION

TEAM OVERVIEW



Atlanta-based full service planning, architecture, and landscape architecture firm focusing on sustainable community planning and design.



Arnett Muldrow & Associates

Economic and market analysis firm created to help communities rebuild their downtowns, reinvigorate their neighborhoods, and create economic development opportunities.



Keck & Wood, Inc.

Engineering consulting firm committed to improving the quality of life in the communities they serve through ethical and dedicated service.



SIMILAR EXPERIENCE

SIMILAR EXPERIENCE

OVERALL LCI EXPERIENCE

- Avondale Estates Downtown Master Plan
- Bankhead MARTA Station LCI
- Bells Ferry LCI Community Design Guidelines
- Buford Town Center LCI
- Buford Town Center LCI 10-Year Update
- Buford Town Center LCI streetscape projects
- Canton River Mill LCI
- Clarkston 10-Year LCI Study Update
- Covington Highway 278 Corridor LCI
- Covington Highway 278 Corridor LCI streetscape
- Decatur 10-Year LCI Update
- Delk Road TOD LCI
- **Doraville Downtown Master Plan LCI**
- Doraville Downtown Master Plan LCI streetscape
- Douglasville 10-Year LCI Update
- Griffin North Hill Street LCI
- Griffin Town Center LCI
- HE Holmes MARTA Station LCI
- Hampton Town Center LCI
- Hapeville Main Street Town Center LCI
- Hudson Bridge-Jonesboro Roads LCI
- Kensington TOD LCI
- Lakewood LCI
- **Loganville Town Center LCI**
- **Monroe Town Center LCI**
- Moreland Avenue Corridor
- Park Place Multimodal Mixed-Use Center LCI
- Ponce de Leon Corridor
- South Downtown Transit Station Enhancements LCI
- Stockbridge 10-Year LCI Study Update
- **Union City Town Center LCI**
- Vine City/Washington Park LCI
- West Lake MARTA Station Area LCI
- **Winder Town Center LCI**

~Over **\$21 Million** Leveraged in LCI Implementation Funding~

SIMILAR EXPERIENCE

WOODSTOCK DOWNTOWN

- Successful integration of mixed-use development into a historic town center
- Form-based code
- Community workshops
- Private development master plan
- Streetscape improvements



SIMILAR EXPERIENCE

WOODSTOCK DOWNTOWN



SIMILAR EXPERIENCE

DOWNTOWN LAWRENCEVILLE REVITALIZATION

- Master Plan for downtown redevelopment
- Code to support mixed-use development
- Jackson Street Master Plan focuses on civic core and includes new Lawrenceville Lawn
- Community workshops
- Private development master plan (Cornerstone on the Square)



SIMILAR EXPERIENCE

DOWNTOWN LAWRENCEVILLE REVITALIZATION



















Attachment: TSW Team Interview - Jonesboro LCI for email (1047 : Lci)

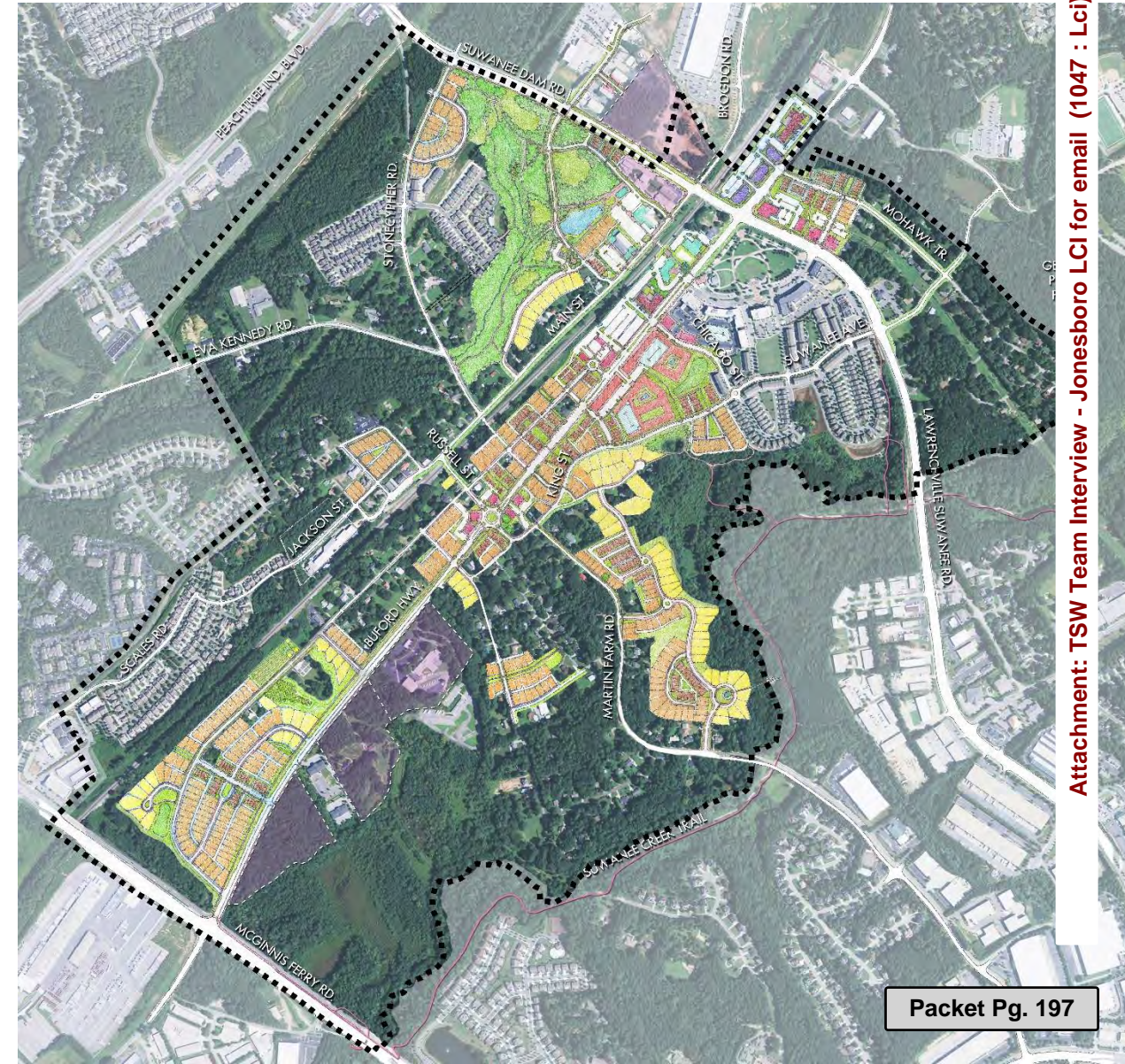




SIMILAR EXPERIENCE

SUWANEE DOWNTOWN MASTER PLAN UPDATE

- Comprehensive Master Plan for downtown area of progressive suburban city
- Detailed plans for catalytic sites
- Extensive community engagement process
- Worked with developers to ensure realistic solutions



SIMILAR EXPERIENCE

SUWANEE DOWNTOWN MASTER PLAN UPDATE





OUR APPROACH

PROJECT INFORMATION

OUR APPROACH

- > Existing Plan Assessment
- > Market Analysis
- > Public Input
- > Updated Concept Plan
- > Prepare Deliverables
- > GETTING IT BUILT!

PUBLIC INPUT

Participatory

Coordinated

Transparent

Creative Outreach

CREATIVE OUTREACH



- Public workshop
- Social Media
- Surveys
- Local Media
- Storefront Display
- T-shirts
- Get school children involved
- Photo Contest
- Booth at city event

UPDATED CONCEPT PLAN

Update goals, policies, and action strategies

Prepare a detailed development concept plan

Create Strategies to Attract Developers



IMPLEMENTATION PLAN

5-year schedule of action

Prioritize Next Steps

Identify Funding & Financing

Funding for some transportation improvements may be available through competitive grants from the Livable Centers Initiative, with a local government contribution of 20% of the cost.

TIMELINE

The timeline to the right and on the following page provides an estimate for which projects can be expected to be implemented in each year.

Photo: Implementation will require both public and private investment and cooperation.



#CANTONFORWARD // ACTION MATRIX

PROJECT	START DATE	EST. COST	RESPONSIBLE PARTIES	FUNDING SOURCES
CONNECTIONS				
Main & North Streets two-way conversion	2021	\$3M	City	City, LCI
Ped./bike bridge over river and West Main Street sidewalk improvements	2019	\$3M	City	City, LCI, T/P, SPLOST, CDBG
Riverdale Circle two-way conversion	2025	\$70,000	Private, City	Private
Hill Street, Hill Street Circle, & Academy Street sidewalk & streetscape improvements	2017	\$2.2M	Private, City	Private, City
Riverdale Circle & Middle Street sidewalk & streetscape improvements	2020	\$1.8M	Private, City	Private, City
West Marietta Street sidewalk extension	2023	\$140,000	City	City
Bicycle racks	2018	\$10,000	City	City
Bicycle marketing campaign	2018	\$5,000	City, DDA	City, DDA
Bicycle loop from River through Downtown	2027	\$1.5M	City	City
Future commuter rail service	TBD	TBD	TBD	TBD

ACTION MATRIX // FROM VISION TO REALITY

The projects on the following page are described in more detail above, but are provided here for quick reference, along with rough cost estimates and other information.

PRIORITY PROJECTS

The timeline above shows a rough initial implementation schedule. The following projects are the highest priority and should be implemented first:

- Main Street & North Streets two-way conversion
- New riverfront park
- Adopt Historic District guidelines
- River Mill adaptive reuse/redevelopment
- Redevelopment near Canton Elementary School
- Jones Building reuse

MARKET ANALYSIS

WHO IS JONESBORO?

WHAT COULD IT BE?

WHAT SHOULD IT BE?



CITY OF HERNANDO

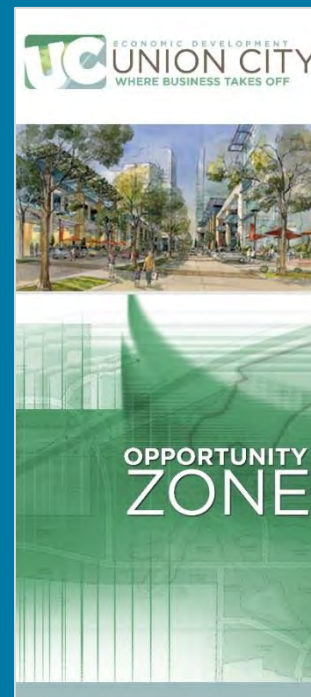
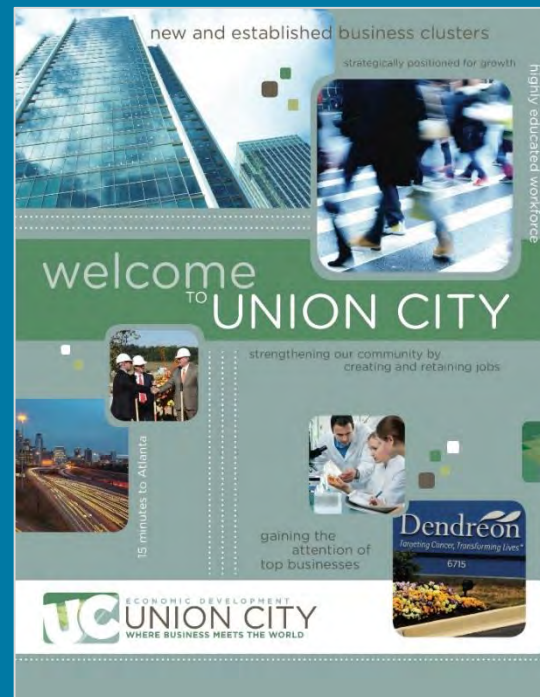
- Economic Potential
- Consumer/user based market analysis process





UNION CITY

- Economic Potential
- Catalyst Projects & Creative Energy





FIRST IMPRESSIONS

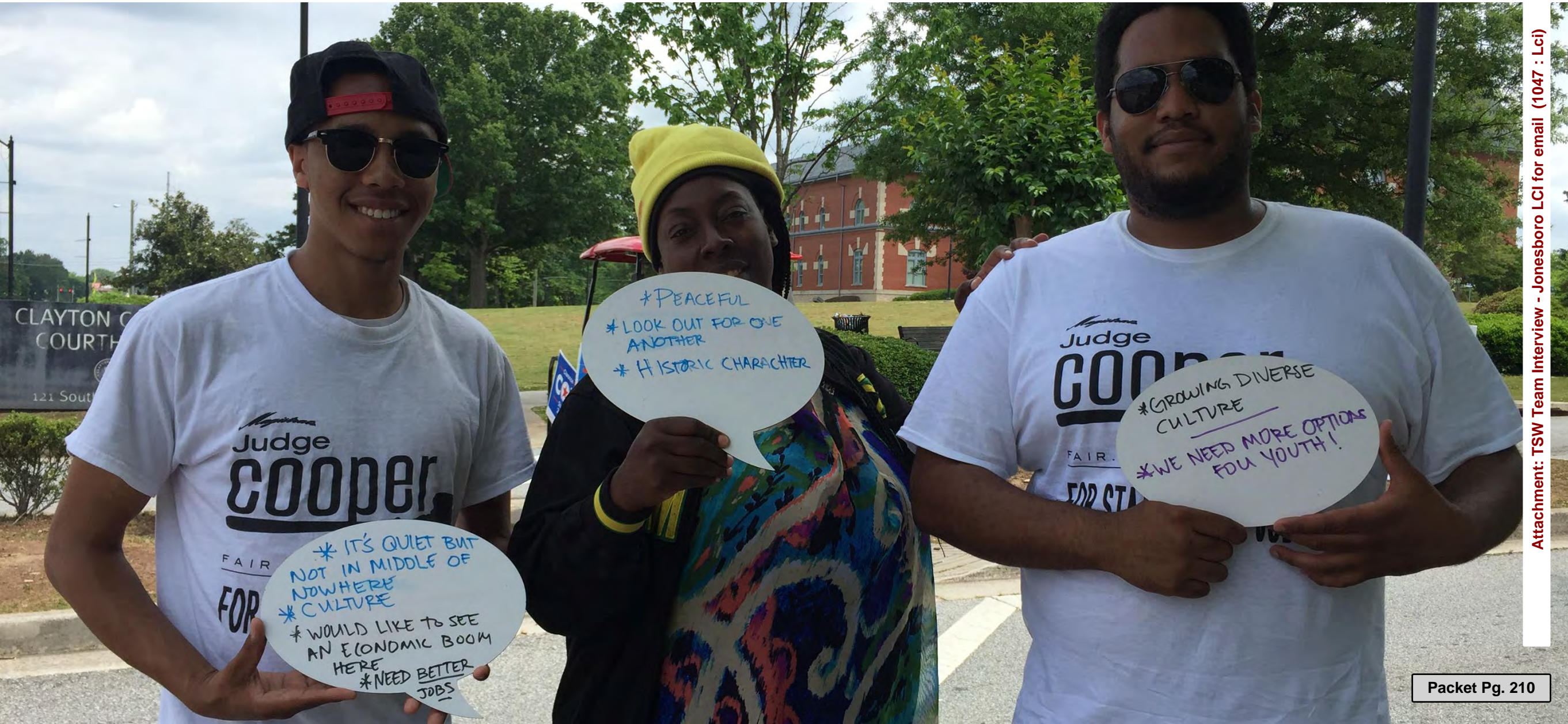
FIRST IMPRESSIONS

STARTING THE CONVERSATION



FIRST IMPRESSIONS

STARTING THE CONVERSATION



FIRST IMPRESSIONS

STARTING THE CONVERSATION



FIRST IMPRESSIONS

PUBLIC ENHANCEMENTS



FIRST IMPRESSIONS
PUBLIC ENHANCEMENTS



Attachment: TSW Team Interview - Jonesboro LCI for email (1047 : Lci)

WHY THE TSW TEAM?



- o Meaningful Public Involvement
- o Award- Winning Plans
- o PROCESS TAILORED FOR JONESBORO
- o Focus on Implementation
- o Over 130 Completed Developments
- o Over \$21 Million leveraged in LCI Implementation funding



LCI STUDY: MAJOR UPDATE

TSW | ARNETT MULDROW & ASSOCIATES | KECK & WOOD



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

11.B

- B

COUNCIL MEETING DATE
June 13, 2016

Requesting Agency (Initiator)

Police

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding approval to trade in two vehicles, plus an additional \$12,000 of seized funds to purchase a used replacement vehicle for the Narcotics Officer.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Current vehicle in use by the narcotics officer assigned to the Clayton County Narcotics Unit is a 2005 GMC Yukon with 200,000 + miles and in need of repair. City mechanic has stated the vehicle is in the latter stages of use and will eventually breakdown. The estimated cost of repair is beyond the value of the vehicle.

Chief Allen is requesting approval to trade in the 2005 GMC Yukon and another seized vehicle, a 2006 Mitsubishi Lancer that has been awarded to the City along with \$12,000.00 from seized funds in order to purchase a used vehicle to replace the Yukon for the narcotics officer.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

•

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
June, 13, 2016

06/06/16
ITEM

City Council
Next: 06/13/16

CONSENT AGENDA

Signature

City Clerk's Office



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

11.C

PUBLIC HEARING – C

COUNCIL MEETING DATE
June 13, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding Application #ALC-002, a request for a *Retail Package Dealer* license to sell beer and wine beverages for property located at 226 N. Main Street by AK Sairose, Inc dba- Exxon Onestop Gas & Grocery.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

City Ordinance - Chapter 6. Alcoholic Beverages

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

PURPOSE:

To request Mayor and Council's consideration for a request for a Retail Package Dealer license to sell beer and wine beverages for property located at 226 North Main Street Jonesboro, Georgia.

HISTORY:

1. Currently, the property serves as a gas station that has been approved for beer/wine packaged sales.
2. Our records show that the site has served as home to Next Level Food Mart since before 2008.

FACTS & ISSUES:

1. The alcoholic beverage license application was submitted by A.K. Sairose, Inc DBA – Exxon Onestop Gas & Grocery.
2. City Administrator Ricky Clark has reviewed the application packet. All requirements, per Chapter 6 - Alcoholic Beverages, were met.
3. The Clayton County Sheriff's Department has conducted a computerized criminal history records check for the applicant and the results were found to be clear of any arrest within the State of Georgia (excludes a National record search).
4. There were no deficiencies found in Exxon's application. Based on all findings, the application was found to be sufficient and ready for Mayor and Council's consideration.

The annual license fee will be \$2,000.00

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

\$2,585.00 – License, Application & Fingerprinting

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
June, 13, 2016

06/06/16 City Council

Signature

City Clerk's Office

- 226 N Main Street- Alcohol Beverage License - Application Acceptance

11.C

- Legal Notice 226 North Main Street-June 2016

- Memo- 226 N Main Street- Alcohol Beverage License - Chief of Police Approval

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval



MEMORANDUM

To: AK Sairose, Inc
DBA Exxon Onestop Gas & Grocery
226 N. Main Street
Jonesboro, Georgia 30236

From: Ricky L. Clark, Jr.
124 North Avenue
Jonesboro, GA 30236

Date: May 12, 2016

Re: Notification of Request for an Alcohol Beverage License – Packaged Sales of Beer and Wine

To Whom It May Concern:

This letter is to serve as notification that the City of Jonesboro will consider your request to sale packaged beer and wine at property located at 226 North Main Street.

A Public Hearing has been scheduled for Monday, June 13, 2016 before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and Council will first discuss this item at their next Work Session on Monday, June 6, 2016. Your presence is strongly recommended.

The Public Hearing will be held at 6:00 p.m. in the Jonesboro Municipal Court Facility, 170 South Main Street, Jonesboro GA 30236.

Sincerely,

Ricky L. Clark, Jr.
City Administrator

Legal Notice

An application has been submitted to the City of Jonesboro Mayor and City Council for a Retail Package Dealer license to sell beer/wine at 226 N. Main Street. The legal business name is AK. Sairose, Inc. dba Exxon Onestop Gas & Grocery. Abdul Husein Ali Mohamed has requested to be the License Representative. The application will be granted or denied by Mayor and City Council at 6:00 p.m. on the thirteenth day of June, 2016. The required Public Hearing will also be held at that time.

Ricky L. Clark, Jr.
City Administrator

Publish 5/25 and 6/01

Attachment: Legal Notice 226 North Main Street-June 2016 (1049 : Alcohol Beverage - Exxon Onestop)



MEMORANDUM

To: Chief Franklin Allen

From: Ricky L. Clark, Jr., City Administrator

Date: May 12, 2016

Re: Notification of Request for an Alcohol Beverage License – Packaged Sales of Beer & Wine

This letter is to serve as notification that the City of Jonesboro will consider a request for consumption on premises of beer and wine at property located at 226 N. Main Street.

Please conduct a background check on the individual listed below and recommend either approval or denial of the alcohol application based upon your findings:

Full Legal Name: Abdul Husein Ali Mohamed
Date of Birth: 10/10/1957
SSN# 252-93-8105
OLN: 057514987

A Public Hearing has been scheduled for Monday, June 13, 2016 before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and Council will first discuss this item at their next Work Session on Monday, June 6, 2016. Your assistance is greatly appreciated.

Ricky L. Clark, Jr.,
City Administrator



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

11.D

PUBLIC HEARING – D

COUNCIL MEETING DATE

June 13, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding a map amendment to the Official Jonesboro Zoning Map for rezoning of .852 acres of property located along Stockbridge Road from H-1 to H-2.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Public Hearing

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Economic Development

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Re-zoning Assessment per Sec. 86-374. - Standards of review for Map Amendments:

- **Relationship to the established land use pattern.** Surrounding properties are as follows: Jonesboro's H-1 Historic District (east), Jonesboro's H-1 Historic District (south), Jonesboro's R-2 Single Family Residential (north), Jonesboro's R-2 Single Family Residential (west)
- **Compatibility with comprehensive plan; timing of development.** The property is vacant. According to the City's 2025 Future Land Use Map, the property is considered as "Office/Business" for the City's 20-year vision. The purpose and importance of the Future Land Use Map is to encourage compatible land uses for the next 20 years. According to that document, this request is not compatible to the Comprehensive Plan.
- **Suitability of the zoning proposal.** The proposed use for this property is a Childcare Center. The property is currently zoned as H-1 and the proposed use is not permitted.
- **Impact on public facilities and services; referrals to other agencies.** The City and/or County may not have immediate services in place for the site. Any additions of water and sewer utilities services will be at the responsibility of the property owner. Services of police and fire protection are currently available to the site.
- **Impact on public financial resources.** It is important to note that the upzoning will provide for additional uses.

In addition, should the Map Amendment be approved, Staff does not foresee any issues to the current maintenance plan of public utilities, schools, streets and other public services.
- **Availability of other land suitable for the proposed use.** N/A
- **Impact on neighborhood character.** Please see the attached comparison between H-1 and H-2.
- **Effect on adjacent property.** Staff does not foresee any physical effects to the adjacent properties. However, the proposed zoning classification is not compatible to the 20 Year City Vision.
- **Impact on surrounding property values.** Currently the property is vacant and land development would allow for a substantial advantage for the community and the surrounding area. The property contains two one-story brick buildings and have remained vacant for a number of years.
- **Circumstances peculiar to the context.** There are no conditions or trends that would affect the use and development of the property.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
June, 13, 2016

06/06/16 City Council

Signature

City Clerk's Office

- **Impact on the public interest**. N/A

Environmental impact. The property does not appear to have any issues with storm drainage, soil erosion and sedimentation, flooding, air quality, loss of natural areas and habitat and water quality and quantity. More details will be found at the time of development of the site.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Rezoning Application - 118 Stockbridge Road
- Zoning Map (118 Stockbridge)
- H1 vs. H2 Zoning Comparison

Staff Recommendation *(Type Name, Title, Agency and Phone)***Approval**

\$700

bkjohnson4@aol.com

APPLICATION FOR REZONING/CONDITIONAL USE
PERMIT
CITY OF JONESBORO

APPLICATION ATTACHMENTS

Rezoning From H1 to H2 and Acquire Conditional Use

The property is located at 118 Stockbridge Rd Jonesboro, Georgia 30236 and is currently zoned H1. The property contains two one-story brick buildings that have remained abandoned for roughly eight years. Prior to abandonment, the property was used as a dialysis center. We are applying to rezone the property from H1 to H2 and acquire a conditional use permit to allow for the operation of a pre-school/daycare facility. The zoning of adjacent properties are R4, R4/O&I, H1, and H1. The size of the lot is 37,113 ft² (.852 acres); a plat and legal description are attached hereto.

The proposed lease agreement for the property calls for substantial renovations to the property to repair and replace damage from vandalism and neglect. The expected renovations will replace stolen HVAC system, repair broken windows, and improve overall aesthetics while maintaining the historical integrity of the property.

ATTACHMENT TO ZONING AMENDMENT APPLICATION

CITY OF JONESBORO
ZONING DISCLOSURE LAW COMPLIANCE

(RE: Title 36, Chapter 67A, Official Code of Georgia Annotated)

SECTION A: ZONING DISCLOSURE LAW REQUIREMENTS

1. Effective July 1, 1986, the Mayor or any member of the city council of the City of Jonesboro, including their spouse, mother, father, brother, sister, son or daughter must disclose, in writing, any property interest, or financial interest in any business which has property interest in any real property subject of a rezoning application.
2. Effective July 1, 1986, any applicant for rezoning must file within ten days of submittal of the application, a disclosure report if within two years immediately preceding the application, the applicant has made campaign contributions or gifts in which the aggregate campaign contributions or aggregate value of the gifts have a value of \$250.00 or more to the Mayor or any member of the city council of the City of Jonesboro.
3. Failure to comply with the Disclosure Requirement is considered a misdemeanor.

SECTION B: DISCLOSURE STATEMENTS

- I (a) Does the Mayor or any member of the City Council of the City of Jonesboro, including their spouse, mother, father, brother, sister, son or daughter have a property or financial interest in the property subject of the accompanying rezoning application? (RE: Section A 1)

Yes _____ No X

(b) If the answer to section B (a) above is yes, then state the name of said person and have said persons sign in the space below stating their relationship to the applicant.

1. (a) Based upon the statement in Section A 2 above and in Title 36, Chapter, 67A of the O.C.G.A. does the applicant meet the requirements for filing a Disclosure Report? Yes _____ No x
- (b) If a Disclosure Report is required, please provide the following information in the Disclosure Report for each campaign contribution and/or gift made:
- (1) The name of the official to whom the campaign contribution gift was made _____
- (2) The dollar amount and the date of contribution. _____
- (3) Enumeration and description of each gift having an aggregate value of \$250.00 or more. _____
- (c) Attach and sign additional sheets for the Disclosure Report necessary.

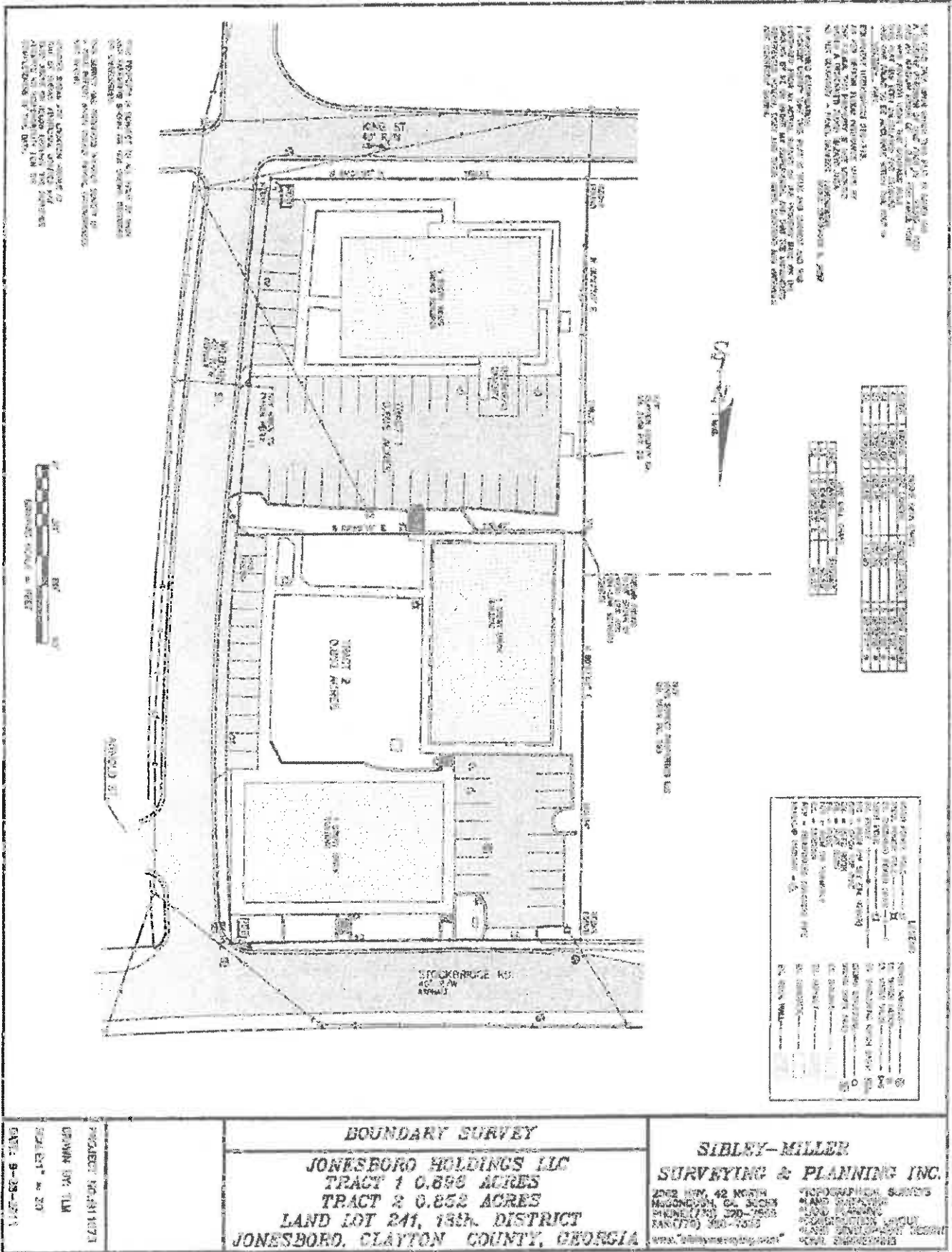
Cheryl B.
Applicant Signature
* Cheryl B.

4-26-16
Date

Sworn to and subscribed before me this 26 day of April, 2016.

Vickie Whisenant
NOTARY PUBLIC





All that tract or parcel of land lying and being in Land Lot 241 of the 15th District of Clayton County, City of Jonesboro, Georgia and being more particularly described as follows:

Beginning at an iron pin located at the intersection of the West right of way margin of Wilburn Street (40 foot right of way) and the South right of way margin of Stockbridge Road (40 foot right of way); From said point of beginning, run thence south 00 degrees 38 minutes 08 seconds west along the westerly right of way margin of Wilburn Street a distance of 207.96 feet to an iron pin; run thence north 89 degrees 55 minutes 18 seconds west 176.47 feet to an iron pin; run thence north 00 degrees 27 minutes 50 seconds east 206.94 feet to an iron pin located on the south right of way margin of said Stockbridge Road; run thence north 4 degrees 40 minutes 43 seconds east along said right of way of Stockbridge Road a distance of 59.55 feet to a point; continuing along said right of way north 89 degrees 17 minutes 21 seconds east 110.89 feet to an iron pin and the Point of Beginning.

Date: 9-26-16

Property Owner: Jonestown Holdings LLC

Owner's Address: 4723 Bellwood Dr NE Olympia WA 98506
Street City State Zip

Telephone Number: (360) 280-3183
Home Cell Work

Location of Site: 13th 241 Size of Property 37,113 ft²
District Land Lot (square feet below one acre)

Existing Zoning: H1

- _____ Nature of Proposed Uses: (include a statistical summary of development indicators such as density, nonresidential floor area, maximum building heights, number of lots or dwelling units and minimum unit size)
- _____ A graphic indication of the architectural style, building materials and elevations anticipated.
- _____ Date of survey and source of datum, as appropriate.
- _____ Date of site plan and revision dates, as appropriate.
- _____ North arrow and scale, not to exceed one inch equals 50 feet.
- _____ A location sketch of the property in relation to the surrounding area with regard to the landmarks such as arterial streets or railroads. Sketches shall be at a scale sufficient to clearly indicate the location of the property, but not greater than 1 inch equals 2,000 feet. (U.S. Geological Survey maps may be used as a reference guide for the location sketch.)
- _____ A proposed zoning classifications of the property and zoning of all adjacent properties.

- _____ Man-made features adjacent to the property, including street right-of-ways and street names, city limits and other significant information such as bridges, water and sanitary sewer mains, storm drainage systems and other features, as appropriate.
- _____ The location and right-of-way width of all proposed streets.
- _____ Indicate domestic water supply source, sanitary sewer service and the approximate location of proposed storm water drainage and detention facilities.
- _____ Any existing or proposed easements.
- _____ Location of all improvements, public areas or community facilities proposed for dedication to public use.
- _____ Proposed lot lines and minimum front, side and rear building setbacks for each lot.
- _____ Approximate footprint and location of all existing and proposed buildings and structures on and adjacent to the site.
- _____ Proposed solid waste facilities and outdoor storage areas.
- _____ Proposed buffers and greenspace.
- _____ Proposed development schedule.

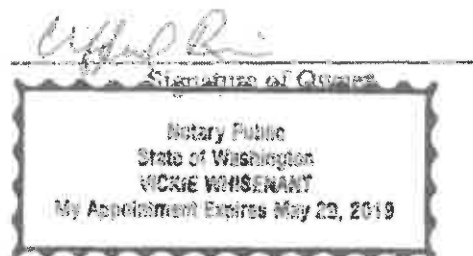
The City may require submission of additional information as may be useful in understanding the proposed use and development of the property.

EXPENSE FOR REZONING IS \$600 WHICH COVERS PLANNING REVIEW AND ADVERTISEMENT COST.

Vickie Whisenant
Notary Public

My commission expires:

5/29/2019



PUBLIC HEARINGS TO BE HELD AT: 170 SOUTH MAIN STREET
JONESBORO, GEORGIA 30236

Sec. 86-204. - Table of uses allowed by zoning district.

Use is permitted "by right" in the use district indicated = P
 Use is permitted as a conditional use (section indicated) = C
 Use is not permitted = N

NAICS Code	USES	H-1	H-2	Code Section
	Residential Uses			
	Single Family Detached Dwelling	N	P	
	Two-Family Dwelling (Duplex)	N	N	
	Single Family Attached (Townhouses and Condominiums)	C	C	Sec. 86-202
	Multifamily	N	N	
	Mixed Use Dwelling, including Lofts	C	C	Sec. 86-182
	Institutional Uses			
8139	Business, Professional, Labor, Political and Similar Organizations	N	P	
8132	Charitable Organization Offices	P	P	
62411	Child and Youth Services	P	P	
8131	Churches and Other Places of Worship	C	C	Sec. 86-183
8134	Civic and Social Organizations	C	C	Sec. 86-184
8134	Civic and Social Organizations, without Private Bar or Restaurant	C	C	Sec. 86-185

624210	Community Food Services	N	N	
51412	Libraries and Archives	P	C	Sec. 86-128
624410	Nursery school (Child Day Care Services)	N	C	Sec. 86-122
624410	Family Day Care Home	N	N	Sec. 86-123
624120	Adult Day Care Home	N	N	Sec. 86-124
624120	Adult Day Care Center	N	C	Sec. 86-125
623110	Nursing Care Facilities	N	N	Sec. 86-129
62149	Other Outpatient Care Centers	N	N	
622110	General Medical and Surgical Hospitals	N	N	
6239	Other Residential Care Facilities Care, Personal Care Homes	N	N	Sec. 86-127
623990	Other Residential Care Facilities Care, Group Homes	N	N	Sec. 86-127
6113	Colleges, Universities and Professional Schools	N	C	Sec. 86-186
6111	Elementary and Secondary Schools	N	C	Sec. 86-187
6112	Junior Colleges	N	C	Sec. 86-188

6233	Retirement Community	N	C	Sec. 86-129
8133	Social Advocacy Organizations	P	P	
6241	Social Services Assistance, including Individual and Family Services	P	P	
	Arts, Entertainment and Recreation			
711410	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures	P	P	
71312	Amusement Arcades	P	N	Sec. 86-130
7115	Artist's Studios	P	P	
71399	Billiard and Pool Halls	P	N	Sec. 86-131
713950	Bowling Centers	N	N	
515	Broadcasting	C	C	Sec. 86-132
71399	Community Recreation Facility (non-profit) including YMCA, Senior Centers, and City Recreational Centers	P	C	Sec. 86-189
711120	Dance Companies, without theaters	P	P	
713940	Fitness and Recreational Sports Centers, Health Clubs	P	P	
71391	Golf Courses and Country Clubs	N	N	Sec. 86-190

711510	Independent Artist, Writers, and Performers	P	P	
512131	Motion Picture Theaters (except Drive-Ins)	C	C	Sec. 86-133
512132	Motion Picture Theaters (Drive-Ins)	N	N	Sec. 86-134
712110	Museums	P	C	Sec. 86-191
711130	Musical Groups and Artist	P	C	Sec. 86-135
712190	Nature Parks and Other Similar Institutions	N	C	Sec. 86-136
71399	Neighborhood Recreation Centers, including Parks, Playgrounds, Tennis, Pools and Other Recreation Amenities, with or without Accessory Food and Beverage Sales (Private)	N	N	Sec. 86-192
71399	Parks, Playgrounds and Other Open Space Amenities, including Squares, Greens and Pocket Parks (private)	P	P	
7111	Performing Arts Theaters: Drama, Dance, Music	C	C	Sec. 86-193
51219	Postproduction Services and Other Motion Picture and Video Industries	P	C	Sec. 86-137
711320	Promoters of Performing Arts, Sports, and Similar Events without Facilities	P	P	
5122	Sound Recording Industries	P	C	Sec. 86-138

711211	Stadiums, Coliseums, Arenas, Amphitheaters	N	N	Sec. 86- 194
711110	Theater Companies and Dinner Theaters	C	C	Sec. 86- 195
	Office Uses			
5412	Accounting, Tax Preparation, Bookkeeping, and Payroll Services	P	P	
926	Administration of Economic Programs	P	P	
924	Administration of Environmental Quality Programs	P	P	
925	Administration of Housing Programs, Urban Planning, and Community Development	P	P	
923	Administration of Human Resource Programs	P	P	
5418	Advertising and Related Services	P	P	
621999	All Other Miscellaneous Ambulatory Health Care Services	P	P	
621498	All Other Outpatient Care Centers	P	P	
5413	Architectural, Engineering, Land Planning, Surveying and Related Services	P	P	
5221	Banks, Credit Unions and Savings Institutions	P	P	Sec. 86- 139
621991	Blood and Organ Banks	N	N	Sec. 86- 140

5231	Brokerage for Securities, Commodities and Other Financial Investments	P	P	
5614	Business Support Services	P	P	
236220	Commercial and Institutional Building Construction	P	C	Sec. 86- 141
5415	Computer Systems Design and Related Services	P	P	
23	Construction Contractors, Builders & Developers, office only	P	P	
23	Construction Contractors, Builders and Developers, with outdoor storage	N	N	Sec. 86- 142
52229	Consumer Lending and Credit	P	P	
551	Corporate Management Offices	P	P	
5222	Credit Card Issuing and Sales Financing.	P	P	
522	Credit Intermediation and Related Activities, excluding pawn shops	P	P	
522390	Other Activities Related to Credit Intermediation	P	P	
561310	Employment Services	P	P	
9211	Executive, Legislative, and Other General Government Support	P	P	
5612	Facilities Support Services	P	P	

52232	Financial Transactions Processing, Reserve, and Clearinghouse Activities	P	P	
621493	Freestanding Ambulatory Surgical and Emergency Centers	N	N	
525	Funds, Trust, and Other Financial Vehicles	P	P	
621491	HMO Medical Centers	P	P	
62161	Home Health Care Services	P	N	
5242	Insurance Agencies, Brokerages, and Other Insurance Related Activities	P	P	
5241	Insurance Carriers	P	P	
524	Insurance Carriers and Related Activities	P	P	
5414	Interior Design, Graphic Design & Specialized Design Services	P	P	
5239	Investment Advice and Portfolio Management	P	P	
9221	Justice, Public Order and Safety Activities	P	P	
621492	Kidney Dialysis Centers	P	P	
561730	Landscaping Services	N	N	
5411	Legal Services	P	P	
531120	Lessors of Nonresidential Building (except Minwarehouses)	P	P	

9211	Executive, Legislative and other General Government Support	P	P	
551	Management of Companies and Enterprises	P	P	
5416	Management, Scientific, and Technical Consulting Services, including Executive Search and Management Consulting	P	P	
812199	Massage Therapy, Professional	P	P	
6215	Medical and Diagnostic Laboratories	P	P	
6212	Medical Offices of Dentists	P	P	
6213	Medical Offices of Health Specialists	P	P	
6214	Medical Outpatient Care Centers	P	P	
521	Monetary Authorities-Central Bank	P	P	
52231	Mortgage and Non-mortgage Loan Brokers	P	P	
928	National Security and International Affairs	P	P	
5111	Newspaper, Periodical, Book, and Database Publishers	P	P	
2362	Nonresidential Building Construction	P	P	
5611	Office Administrative Services	P	P	
53132	Offices of Real Estate Appraisers	P	P	

5419	Other Professional, Scientific, and Technical Services	P	P	
531	Real Estate	P	P	
5312	Real Estate Agents and Brokers Offices	P	P	
5311	Real Estate Leasing Company	P	P	
53131	Real Estate Property Managers	P	P	
54171	Research and Development in the Physical, Engineering, and Life Sciences	P	P	
54172	Research and Development in the Social Sciences and Humanities	P	P	
5417	Scientific Research and Development Services	P	P	
523	Securities, Commodity Contract, and Other Financial Investments and Related Activities	P	P	
5112	Software Publishers	P	P	
927	Space Research and Technology	P	P	
561320	Temporary Help Services, Manpower Pools	N	N	Sec. 86-143
54194	Veterinary Services, including Animal Hospitals	N	N	Sec. 86-144
	Commercial Services			
5418	Advertising and Public Relations Services	P	P	

811198	All Other Automotive Repair and Maintenance	N	N	
812990	All Other Personal Services	C	C	Sec. 86-145
721199	All Other Travel Accommodation	P	P	
62191	Ambulance Services	N	N	
811412	Appliance Repair and Maintenance	N	N	
561613	Armored Car Services	N	N	
811121	Automotive Body, Paint, Interior, and Maintenance	N	N	
811112	Automotive Exhaust System Repair	N	N	
811191	Automotive Glass Replacement Shops	N	N	
811191	Automotive Oil Change and Lubrication Shops	N	N	
811111	Automotive Repair, General, including engine repair and replacement	N	N	
811113	Automotive Transmission Repair	N	N	
812111	Barber Shops	P	P	
812112	Beauty Salons	P	P	
721191	Bed-and-Breakfast Inns	P	P	
6114	Business Schools and Computer and Management Training	C	C	Sec. 86-196

56143	Business Service Centers, including Copy Shops and Mail Centers	P	P	
811192	Car Washes	N	N	
81222	Cemeteries and Crematories	N	N	Sec. 86-146
81231	Coin-Operated Laundries and Drycleaners, drop-off	P	N	
56144	Collection Agencies	P	P	
8113	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	N	N	
53241	Construction, Transportation, Mining, and Forestry Machinery and Equipment Rental and Leasing	N	N	
53221	Consumer Electronics and Appliances Rental	N	N	
5322	Consumer Goods Rental	N	N	
53229	Consumer Goods Rental, including furniture rental, party supply rentals, sporting goods rental	N	N	Sec. 86-147
561591	Convention Centers, Convention and Visitors Bureaus	P	P	
492	Couriers and Messenger Services	N	P	
561492	Court Reporting and Stenotype Services	P	P	
56145	Credit Bureaus	P	P	

518	Internet Service Providers. Web Search Portals and Data Processing Services	P	P	
6244	Day Care Center and Group Day Care Home, Child	N	C	Sec. 86-122
6244	Family Day Care Home, Child (6 or fewer children in care)	N	C	Sec. 86-123
812191	Diet and Weight Reducing Centers	C	C	
4543	Direct Selling Establishments, including Fuel Dealers	N	N	Sec. 86-149
812320	Dry-cleaning and Laundry Services (except Coin-Operated)	C	C	Sec. 86-148
611	Educational Services	C	C	
8112	Electronic and Precision Equipment Repair and Maintenance	N	N	
4541	Electronic Shopping and Mail-Order Houses	P	P	
53222	Formal Wear and Costume Rental	P	P	
81221	Funeral Homes and Funeral Services	C	C	
5323	General Rental Centers	N	N	Sec. 86-150
8132	Grant-making and Giving Services	P	P	
811411	Home and Garden Equipment Repair and Maintenance	N	N	Sec. 86-151
6216	Home Health Care Services	P	P	

72111	Hotels (except Casino Hotels) and Motels	P	P	
56161	Investigation and Security Services	P	P	
533	Lessors of Non-financial Intangible Assets (not copy-righted works)	P	P	
812331	Linen	N	N	
561622	Locksmiths	P	P	
54191	Marketing Research and Public Opinion Polling	P	P	
812990	Miscellaneous Personal Services, including bail bonding, dating services, shoe-shine services, wedding planning, fortunetelling and similar uses	N	N	Sec. 86-145
48841	Motor Vehicle Towing and Storage	N	N	Sec. 86-152
812113	Nail Salons	P	P	
51411	News Syndicates	P	P	
561	Office Administrative and Employment Services	P	P	
53242	Office Machinery and Equipment Rental and Leasing	N	N	
6212	Offices of Dentists	P	P	
6213	Offices of Other Health Practitioners	P	P	
6211	Offices of Physicians	P	P	

812922	One-Hour Photo-finishing	P	P	
514191	On-Line Information Services	P	P	
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	N	N	
519	Other Information Services	P	P	
81219	Other Personal Care Services	N	N	
81293	Parking Lots and Garages, Commercial	P	N	
92215	Parole Offices and Probation Offices	N	N	
53211	Passenger Car Rental and Leasing	N	N	
8114	Personal & Household Goods Repair & Maintenance, including jewelry, garments, watches, musical instruments and bicycles	P	P	
81291	Pet Care, Grooming, Training, Pet Sitting and Boarding (except Veterinary Services)	N	C	Sec. 86-174
812921	Photo-finishing Laboratories (except One-Hour)	P	P	
54192	Photographic Services and Studios	P	P	
6115	Technical and Trade Schools	N	C	Sec. 86-197
541	Professional, Scientific and Technical Services	P	P	
813110	Religious Organizations	C	C	Sec. 86-183

561491	Repossession Services	N	N	Sec. 86-153
81142	Re-upholstery and Furniture Repair	C	C	Sec. 86-154
721310	Rooming and Boarding Houses	N	N	
561612	Security Guards and Patrol Services	N	N	
561621	Security Systems Services (except Locksmiths)	P	P	
5617	Services to Buildings and Dwellings, (including pest control, janitorial services, landscape services, carpet and upholstery cleaning, pool maintenance, drain or gutter cleaning)	N	N	Sec. 86-155
81143	Shoe Repair	P	N	
5414	Specialized Design Services	P	P	
5619	Support Services, including packaging and labeling, convention and trade show organizers, inventory, traffic control, water conditioning, lumber grading and related services	N	N	
561422	Telemarketing Bureaus	P	P	
561421	Telephone Answering Services	P	P	
541380	Testing Laboratories	N	N	Sec. 86-156
54193	Translation and Interpretation Services	P	P	

5615	Travel Agencies and Reservation Services	P	P	
53212	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	N	N	
4542	Vending Machine Operators	N	C	Sec. 86-157
53223	Video Tape and Disc Rental	P	N	Sec. 86-177
6116	Other Schools and Instruction	C	C	Sec. 86-198
6117	Educational Support Services	C	C	
6243	Vocational Rehabilitation Services	N	C	Sec. 86-158
	Retail Uses			
44311	Appliance, Television, and Other Electronics Stores	P	N	
45392	Art Dealers	P	P	
44131	Automotive Parts and Accessories Stores	N	N	
7224	Bars, Taverns and Other Drinking Places (Alcoholic Beverages)	P	P	Sec. 86-159
4453	Beer, Wine and Liquor Stores	N	N	
441222	Boat Dealers	N	N	Sec. 86-160
45121	Book Stores and News Dealers	P	P	

444	Building Material and Garden Equipment and Supplies Dealers, excluding 444120	N	N	Sec. 86-161
44419	Building Material Dealers, Lumber Yards	N	N	Sec. 86-162
722212	Cafeterias	P	N	
44313	Camera and Photographic Supplies Stores	P	N	
44111	Car Dealers, New	N	N	
441110	Car Dealers, New or Used	N	N	Sec. 86-163
44112	Car Dealers, Used	N	N	Sec. 86-163
425120	Automobile Brokers—Office Only	N	N	86-163.1
72232	Caterers	P	P	
4481	Clothing Stores	P	C	Sec. 86-164
44312	Computer and Software Stores	C	C	Sec. 86-164
44512	Convenience Food Stores with fuel pumps	N	N	
44512	Convenience Food Stores without fuel pumps	P	N	Sec. 86-165
44612	Cosmetics, Beauty Supplies, and Perfume Stores	P	P	

4521	Department Stores	C	C	Sec. 86-164
453998	Fireworks Shops (i.e. permanent location)	N	P	
4531	Florists	P	P	
72231	Food Service Contractors	P	P	
45431	Fuel Dealers	N	N	
442	Furniture and Home Furnishings Stores	C	C	Sec. 86-166
337	Furniture and Related Products Manufacturing	N	N	
4471	Gasoline Stations, Full Service	N	N	
45299	General Merchandise Stores	P	N	Sec. 86-167
45322	Gift, Novelty and Souvenir Stores	C	C	Sec. 86-168
44511	Grocery Stores and Supermarkets (except Specialty Food Stores and Convenience Food Stores)	P	N	Sec. 86-169
44413	Hardware Stores	P	N	
45112	Hobby, Toy and Game Stores	P	P	
44411	Home Centers	P	N	
4483	Jewelry, Luggage, and Leather Goods Stores	P	N	

4442	Lawn and Garden Equipment and Supplies Stores	N	C	Sec. 86-170
72221	Limited Service Eating Places	P	C	
44619	Miscellaneous Health and Personal Care Stores, including Health Foods and Specialty Health Products.	P	P	
72233	Mobile Food Services	N	N	
441221	Motorcycle Dealers	N	N	
45114	Musical Instrument and Supplies Stores	P	P	
454	Non-store Retailers	P	P	
45321	Office Supplies and Stationery Stores	P	C	Sec. 86-171
44613	Optical Goods Stores	P	C	Sec. 86-172
447190	Other Gasoline Stations (includes Truck stop)	N	N	
4412	Other Motor Vehicles	N	N	
44412	Paint and Wallpaper Stores	P	P	
45391	Pet and Pet Supplies Stores	P	C	Sec. 86-173
44611	Pharmacies and Drug Stores	P	C	Sec. 86-175
45122	Prerecorded Tape, Compact Disc, and Record Stores	P	C	Sec. 86-176

44121	Recreational Vehicle Dealers	N	N	
7221	Restaurants, Full-Service, Family Restaurants	P	P	
7221	Restaurants, Full-Service, Quality Restaurants	P	P	
722211	Restaurants, Limited-Service, including Fast Food and Take-Out, with drive-through windows.	N	N	
722211	Restaurants, Limited-Service, including Fast Food and Take-Out, without drive-through windows.	N	N	
45113	Sewing, Needlework, and Piece Goods Stores	P	P	
4482	Shoe Stores	P	N	
722213	Snack and Nonalcoholic Beverage Bars	P	P	
4452	Specialty Food Stores, including Meat, Fish, Fruit and Vegetable Markets, Candy Stores	P	P	
45111	Sporting Goods Stores	P	P	
44132	Tire Dealers	N	N	
484	Truck Transportation	N	N	
4533	Used Merchandise Stores	N	N	Sec. 86-178
45291	Warehouse Clubs and Superstores	N	N	

	Manufacturing, Wholesaling and Warehousing			
3391	Medical Equipment and Supplies Manufacturing	N	N	
339999	All Other Miscellaneous Manufacturing	N	N	
321999	All Other Miscellaneous Wood Product Manufacturing	N	N	
3159	Apparel Accessories and Other Apparel Manufacturing	N	N	
315	Apparel Manufacturing	N	N	
3121	Beverage Manufacturing	N	N	
339994	Broom, Brush, and Mop Manufacturing	N	N	
3254	Chemical Manufacturing: Pharmaceuticals and Medicine	N	N	
236220	Commercial and Institutional Building Construction	N	N	
3333	Commercial and Service Industry Machinery Manufacturing	N	N	
3342	Communications Equipment Manufacturing	N	N	
334	Computer and Electronic Product Manufacturing	N	N	
3152	Cut and Sew Apparel Manufacturing	N	N	

321912	Cut Stock, Re-sawing Lumber, and Planning	N	N	
33221	Cutlery and Hand-tool Manufacturing	N	N	
33993	Doll, Toy, and Game Manufacturing	N	N	
3353	Electrical Equipment Manufacturing	N	N	
3351	Electrical Lighting Equipment Manufacturing	N	N	
321213	Engineered Wood Member (except Truss) Manufacturing	N	N	
3162	Footwear Manufacturing	N	N	
337	Furniture and Related Product Manufacturing	N	N	
339991	Gasket, Packing, and Sealing Device Manufacturing	N	N	
812332	Industrial Launderers	N	N	
339913	Jewelers' Material and Lapidary Work Manufacturing	N	N	
237210	Land Subdivision	N	N	
334613	Magnetic and Optical Recording Media Manufacturing	N	N	
53113	Mini-warehouses and Self-Storage Units	N	N	
339	Miscellaneous Manufacturing (including toys, jewelry, medical equipment and supplies, sporting	N	N	

	goods, office supplies, signs, home accessories and similar processing/assembly of products)			
512	Motion Picture and Sound Recording Industries	N	N	
51212	Motion Picture and Video Distribution	N	N	
51211	Motion Picture and Video Production	N	N	
33992	Musical Instrument Manufacturing	N	N	
3345	Navigational, Measuring, Electro-medical, and Control Instruments Manufacturing	N	N	
33994	Office Supplies Manufacturing (except paper)	N	N	
3169	Other Leather and Allied Product Manufacturing	N	N	
322	Paper Manufacturing, except Finished Stationery Products.	N	N	
32223	Paper Manufacturing: Finished Stationery Products	N	N	
51219	Postproduction Services and Other Motion Picture and Video Industries	P	P	
321992	Prefabricated Wood Building Manufacturing	N	N	
334612	Prerecorded Compact Disc (except Software), Tape, and Record Reproducing	N	N	

323	Printing and Related Support Activities	P	P	
323	Printing and Related Support Activities	P	P	
2361	Residential Building Construction	N	N	
339950	Sign Manufacturing	N	N	
332994	Small Arms Manufacturing	N	N	
31211	Soft Drink and Ice Manufacturing	N	N	
5122	Sound Recording Industries and Studios	N	N	
238	Specialty Trade Contractors	N	N	
33992	Sporting and Athletic Goods Manufacturing	N	N	
321214	Truss Manufacturing	N	N	
493	Warehousing and Storage	N	N	
42	Wholesale Trade with Customer Showrooms	N	N	
42	Wholesale Trade, no Showrooms or Outdoor Storage	N	N	
32191	Wood Product Manufacturing: Millwork	N	N	
321911	Wood Window and Door Manufacturing	N	N	

	Transportation Communications and Utilities			
5132	Cable Networks and Program Distribution	P	P	
485510	Charter Bus Industry	N	N	
492110	Couriers	N	N	
4885	Freight Transportation Arrangement	N	N	
48411	Freight Trucking, General, Local	N	N	
48412	Freight Trucking, General, Long-Distance	N	N	
4842	Freight Trucking, Specialized, including Household and Office Moving	N	N	Sec. 86-179
492210	Local Messengers and Local Delivery	N	N	
488991	Packing and Crating	N	N	Sec. 86-180
5151	Radio and Television Broadcasting	C	C	Sec. 86-199
516	Internet Publishing and Broadcasting	C	C	Sec. 86-200
517	Telecommunications	C	C	Sec. 86-201
4821	Rail Transportation Company Office	P	P	
487	Scenic and Sightseeing Transportation	P	P	

485991	Special Needs Transportation	N	N	
4853	Taxi and Limousine Service	N	N	Sec. 86-181
485	Transit and Ground Passenger Transportation, except Taxi and Limousine Service	N	N	
	Agriculture, Forestry, Fishing and Hunting			
1114	Greenhouse, Plant Nursery, and Floriculture Production	N	N	

(Ord. No. 05-08, 8-15-05; Ord. No. 2006-05, § 1, 9-19-2006; Ord. No. 2015-10, § 3, 8-10-2015; [Ord. No. 2016-03, § 2, 2-8-2016](#))



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

11.E

PUBLIC HEARING – E

COUNCIL MEETING DATE

June 13, 2016

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding Conditional Use Permit No. 16CU-005 at 231 Stockbridge Road as requested by Breaking Down Barriers Ministry to allow for a "Place of Worship."

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

PURPOSE:

1. To consider a Conditional Use Permit to allow a "Churches and other Places of Worship" at property located at 231 Stockbridge Road by Breaking Down Barriers Ministry Atlanta.

HISTORY:

1. The location has been vacant for roughly two years. According to the City's 2025 Future Land Use Map identifies the property as "Office/Business". "Office/Business" includes more intensive office-oriented developments such as "office parks" and "business parks" that are directly accessible to the interstate highway system.
2. This property served as home to Mitchell's Appliance, Cut Creators, & Hands on Salon of Beauty.

FACTS & ISSUES:

1. Article VI of the Zoning Ordinance outlines the procedure for bringing a Conditional Use Permit application to the Mayor and Council.
2. The Conditional Use requires one acre with a 150 foot frontage to operate a daycare center, however, the site has 0.59 acres and 7120 sq. ft. Although the site lacks a full acre, Staff does not see where the request could cause detriment to the City's wellbeing and/or character.
3. The Conditional Use also requires that "Churches and other Places of Worship" site be located along a collector road or greater. The site is located along Stockbridge Road.
4. One space shall be provided for the larger of every four seats or for each 25 square feet of floor area available for chairs in the largest assembly room in the auditoriums or stadiums of schools and public buildings, places of worship or other locations of public assembly. Lodges and fraternal or social organizations shall provide one space for each 100 square feet of gross floor area.

The structure has a total of 7,120 square feet of sanitary and office space.

1 space/25 square feet = 240 parking spaces are needed to operate the proposed use.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title
Ricky Clark, City
Administrator

Date
June, 13, 2016

06/06/16 City Council

Signature

City Clerk's Office

Fiscal Impact*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)***11.E****Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Breaking Down Barriers - CU005 Application

Staff Recommendation *(Type Name, Title, Agency and Phone)***Approval**



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
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 Fax: (770) 478-3775
 www.jonesboroga.com

CONDITIONAL USE PERMIT APPLICATION

ATTACH ADDITIONAL PAGES IF NECESSARY. ALL ATTACHMENTS MUST BE NUMBERED. INDICATE THE PAGE NUMBER OF ATTACHMENT IN THE SPACES PROVIDED FOR EACH RELEVANT ANSWER.

ANY MISSTATEMENT OR CONCEALMENT OF FACT IN THIS APPLICATION SHALL BE GROUNDS FOR REVOCATION OF THE LICENSE ISSUED AND SHALL MAKE THE APPLICANT LIABLE TO PROSECUTION FOR PERJURY. PLEASE DO NOT LEAVE ANY AREAS UNANSWERED.

APPLICATION FEE: \$700.00 (Non-Refundable). The Sign Permit fee is an additional cost. The City of Jonesboro will calculate and advise fees due.

Date of Application: 5-2-16

Property Owner Authorization

I (We) Breaking Down Barriers Ministry the
 owner(s) of the following property located at: 231 Stockbridge Rd.
Jonesboro, GA. 30296

Tax Parcel Number: _____ Size of Property: _____

Located in Zoning District O & I do hereby request permission for a

conditional use for the above described property under the Zoning Ordinance zoned for
 the following purposes:

Ministry

Attachment: Breaking Down Barriers - CU005 Application (1050 : Breaking Down Barriers Ministry Atlanta)

_____ Date of site plan and revision dates, as appropriate.

_____ North arrow and scale, not to exceed one inch equals 50 feet.

The City may require submission of additional information as may be useful in understanding the proposed use and development of the property.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION AND ALL ATTACHED INFORMATION IS TRUE AND CORRECT:

Date: 5-2-16

Signed: Rev. James W. Wether

Notary: Pat Daniel

SEAL



Attachment: Breaking Down Barriers - CU005 Application (1050 : Breaking Down Barriers Ministry Atlanta)



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

rev Lwms@yahoo.co

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: Leverna Williams
 Name of Business: Breaking Down Barriers Ministry Atlanta
 Property's Address: 231 Stockbridge Rd. Jonesboro, Georgia
 Phone: (Day): 678-296-2358 (Evening): 678-296-2358

Property Information

Current Use of Property: Vacant
 Proposed Use of Property (Please provide in great detail the intended use of the property):
Church

Applicant's Signature

Date

12-21-15

FOR OFFICE USE ONLY:

Current Zoning: O-I

NAICS Code: _____

Required Zoning: O-I

Conditional Use Needed? ☒ Yes or ☐ No

☐ APPROVED

DENIED ☐

Comments:

Zoning Official Signature

Date

12/22/15

BREAKING DOWN BARRIERS MINISTRY ATLANTA

Proposed Site Plan
For: 231 Stockbridge Road Unit C
Jonesboro, Georgia 30239

Property Details:

MISCELLANEOUS	Home Size: 7,120 sq ft
Lot Size: 1 acres	Built in: 1999
Parcel Number: 12017C E003	County: Clayton
Subdivision: ADAMSONS WHITE LINE	
Census: 1	Tract: 40609
Lot: 3	Zoning: GB
Legal: BLK C LOT 3	

Lot Features

Lot Size Range: 1/2 to 1 Acre
Lot Size Source: Acreage Not Entered
Frontage: County/City Road, Pavement
Zoning: COMM
Water Features

Water Front Name: None

Structural Information

- **Construction:** Block, Brick, Steel/Metal
- **Roof:** Tar/Gravel
- **Disability Access:** Stepless Entry
- **Total Entrances/Exits:** 1 ech

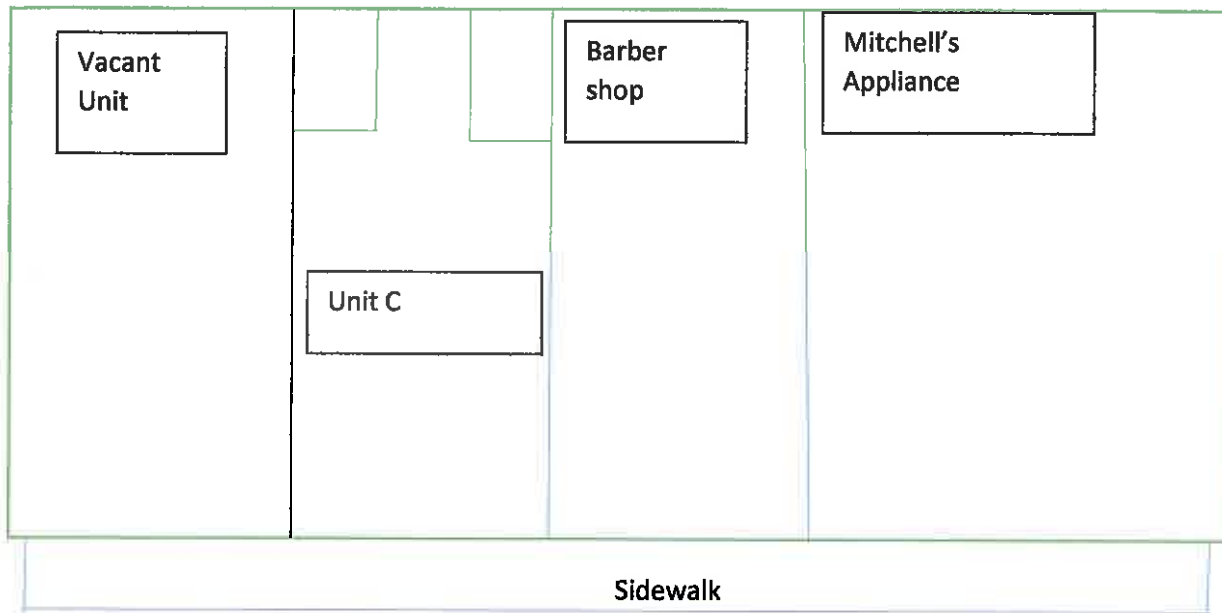
Heating & Cooling

Cooling Type: Central Air Conditioning
Heating Type: Central
Heating Fuel: Gas

Location Improvements:

- The overall physical structure of the location will not be altered in any way.
- A raised platform (with a minimum height of 6 inches and a maximum height of 12 inches) will be constructed inside the of Unit C to be used as a stage

Rear of Building



Stockbridge Road