

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF JONESBORO
&
THE JONESBORO MAIN STREET ADVISORY BOARD
Regular Meeting
170 SOUTH MAIN STREET
April 6, 2017 – 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 Administrator's Office via telephone (770-478-3800) or email at rclark@jonesboroga.com should you need assistance.

Agenda

- I. CALL TO ORDER - CHAIRMAN JOEL AVILES**
- II. ADOPTION OF AGENDA**
- III. ADOPTION OF MINUTES**
 - 1. Consideration of the Minutes of the March 2, 2017 Regular Meeting.
- IV. ADOPTION OF FINANCIAL STATEMENTS**
 - 1. Consider approval of financial statements for the three-month period ended March 31, 2017.
- V. AGENDA ITEMS**
 - 1. Consideration of the Jonesboro Main Street Membership Program.
 - 2. Consideration of Downtown Façade Grant Program.
 - 3. Consideration of Event Management Agreement by and between Teri Williamson and the Jonesboro Main Street Advisory Board for coordination of the Downtown Street Festival's art component.
 - 4. Discussion regarding parking time limits and other alternatives on South Main Street adjacent to existing businesses
- VI. EXECUTIVE DIRECTOR'S REPORT**
- VII. BOARD OF DIRECTOR'S COMMENTS**
- VIII. ADJOURNMENT**

**CITY OF JONESBORO
REGULAR MEETING
170 SOUTH MAIN STREET
March 2, 2017 – 6:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Regular Meeting on Thursday, March 2, 2017. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Joy B. Day	Board of Directors, Ex-Officio	Present	
Joel Aviles	Chairman	Present	
Helen Meadows	Board of Directors	Present	
Harry Osborne	Board of Directors	Absent	
Juli Segner	Board of Directors	Present	
Allen Roark	Board of Directors	Present	
Karen Sullivan	Board of Directors	Present	
Ricky Clark	Executive Director	Present	
Cable Glenn-Brooks	Executive Assistant	Present	

II. ADOPTION OF AGENDA

1. Motion to Amend the agenda to add the following items:

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Juli Segner, Board of Directors
SECONDER: Joy B. Day, Board of Directors, Ex-Officio
AYES: Day, Aviles, Meadows, Osborne, Segner, Roark, Sullivan

3. Consideration of the financial reports for the two month period ended February 28, 2017.

4. Consideration for the Executive Director to attend Georgia National Main Street conference.

2. Motion to Adopt the Agenda with amendments as aforesated

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Harry Osborne, Board of Directors
SECONDER: Allen Roark, Board of Directors
AYES: Day, Aviles, Meadows, Osborne, Segner, Roark, Sullivan

III. ADOPTION OF MINUTES

Consideration of the Minutes of the February 2, 2017 Regular Meeting

1. Consideration of the Minutes of the February 2, 2017 Regular Meeting.

Minutes Acceptance: Minutes of Mar 2, 2017 6:00 PM (ADOPTION OF MINUTES)

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Joel Aviles, Chairman
SECONDER: Helen Meadows, Board of Directors
AYES: Day, Aviles, Meadows, Osborne, Segner, Roark, Sullivan

IV. AGENDA ITEMS

1. Consideration of 2017 Main Street Calendar of Events as presented by the Promotions Committee Chair Jule Segner.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Allen Roark, Board of Directors
SECONDER: Helen Meadows, Board of Directors
AYES: Day, Aviles, Meadows, Osborne, Segner, Roark, Sullivan

2. Consideration to merge Promotions Committee & Organization Committee.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Juli Segner, Board of Directors
SECONDER: Karen Sullivan, Board of Directors
AYES: Day, Aviles, Meadows, Osborne, Segner, Roark, Sullivan

3. Consideration of the Financial Reports for the past two months ending Feb 28, 2017

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Allen Roark, Board of Directors
SECONDER: Helen Meadows, Board of Directors
AYES: Day, Aviles, Meadows, Segner, Roark, Sullivan

Ricky reported the current financial expenditures;

Mr. Allen Roark traveled to Athens for DDA
mandated training - \$361.63

Ms. Sullivan will travel to Lake Lanier for GMA
training - \$255

Retreat breakfast from Truett's Grill - \$213.93

4. Consideration for Exec Direct to Attend Ga. Ntional Main Street Conference

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen Sullivan, Board of Directors
SECONDER: Joel Aviles, Chairman
AYES: Day, Aviles, Meadows, Osborne, Segner, Roark, Sullivan

V. EXECUTIVE DIRECTOR'S REPORT

VI. BOARD OF DIRECTOR'S COMMENTS

Ricky Clark - Introduced Cable Brooks, Executive Assistant, to the committee members.

Karen Sullivan - Suggested that we invite business owners to the next meeting as well as

Minutes Acceptance: Minutes of Mar 2, 2017 6:00 PM (ADOPTION OF MINUTES)

displaying the Jonesboro Blueprint posters at each event

VII. ADJOURNMENT

1. Motion to Adjourn

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Karen Sullivan, Board of Directors
SECONDER:	Joel Aviles, Chairman
AYES:	Day, Aviles, Meadows, Osborne, Segner, Roark, Sullivan

JOY B. DAY – MAYOR

RICKY L. CLARK, JR. – CITY ADMINISTRATOR

Minutes Acceptance: Minutes of Mar 2, 2017 6:00 PM (ADOPTION OF MINUTES)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.1

COUNCIL MEETING DATE
April 6, 2017

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

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

Consideration of the Jonesboro Main Street Membership Program.

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.)

As part our efforts to help grow our organization, the Main Street Promotions/Organization Committee is recommending approval of our first Membership program. This program will assist us in obtaining a financial mechanism to deploy some of our upcoming programs such as the façade grant program, which will be described later & our sign enhancement program.

When you become a member of the Jonesboro Main Street program, our local businesses and/or organizations benefit in many ways. Some of the benefits are specific and tangible, like those described in the attached brochure. Other less obvious benefits derive from support of the local economic community and those working to enhance it.

Main Street Membership Levels:

Booster of Main Street \$25

Neighbor of Main Street \$50

Non-Main Street Membership Levels

Select Business based on number of employees \$75 - \$250

Select Community based on number of employee \$25 - \$75

Non-Main Street Membership Levels: \$50 surcharge

All levels will include: Main Street T-shirt, Discount Cards, Invitation to Annual Membership Gala. Rates will remain the same for Charter Members after the first year. See attached template for details. Those wishing to obtain the charter membership status, must do so before August 1, 2017. After such time, rates will increase by \$50. Membership each year will expire December 31st.

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.)

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FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky Clark, City
Administrator

Date


April, 6, 2017

Signature

City Clerk's Office

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

Approval

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # 5.2
		COUNCIL MEETING DATE April 6, 2017
Requesting Agency (Initiator) Office of the City Administrator	Sponsor(s)	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Consideration of Downtown Façade Grant Program.		
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i>		
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Beautification		
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> <p>The purpose of this program is to stimulate downtown revitalization and development, and tourism in Jonesboro. Program funds are an incentive for current owners and Potential buyers of vacant and occupied buildings to restore, renovate, and repair the exteriors of their buildings.</p> <p>The City of Jonesboro Downtown Development Authority (DDA) Façade Match will provide a 50/50 investment match ratio up to a maximum of \$1,500 per property, as a reimbursement once pre-approved project(s) are completed and inspected. All projects must be completed within six months of the date of the DDA approval letter.</p> <p>The program will be open to all private businesses within the DDA boundaries. Once available funds are pledged, no more applications will be accepted. The City of Jonesboro DDA will review the program each year to determine if sufficient funding is available to continue accepting grant applications.</p>		
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>		
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> •		
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval		

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Ricky Clark, City Administrator	Date April, 6, 2017	
Signature	City Clerk's Office	



DOWNTOWN FACADE GRANT PROGRAM

PURPOSE & DESCRIPTION

The purpose of this program is to stimulate downtown revitalization and development, and tourism in Jonesboro. Program funds are an incentive for current owners and Potential buyers of vacant and occupied buildings to restore, renovate, and repair the exteriors of their buildings.

The City of Jonesboro Downtown Development Authority (DDA) Façade Match will provide a 50/50 investment match ratio up to a maximum of \$1,500 per property, reimbursement once pre-approved project(s) are completed and inspected. All projects must be completed within six months of the date of the DDA approval letter.

ELIGIBILITY

The program will be open to all private businesses within the DDA boundaries. Once available funds are pledged, no more applications will be accepted. The City of Jonesboro DDA will review the program each year to determine if sufficient funding is available to continue accepting grant applications.

EXAMPLES OF PROJECTS

- Building façade improvements: paint, brick, wood awnings/canopies, lighting, doors, windows, and other repairs.
- Other restorations/renovations, which meet HPC approval and the goals of revitalization, will be considered.

APPLICATION PROCESS

Applications will be coordinated by Mainstreet/DDA Executive Director. The DDA Board will review each application for final approval. The full process includes:

- The completed application
- Proof of certificate of appropriateness from historic preservation commission
- Code enforcement work permits (if applicable)
- On site restoration work
- Review/audit of finished work
- Provide copies of paid receipts to DDA within 30 days of completion
- Reimbursement of 50% for project expenses up to a maximum of \$1,500

APPLICATION FOR FACADE GRANT

NAME: _____

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

ADDRESS OF PROJECT: _____

TELEPHONE NUMBERS: _____

EMAIL: _____

Please attach a brief description of proposed work. (Note: to receive payment, project must be completed as described)

ESTIMATED COST: _____

GRANT MONEY APPLYING FOR: _____

ESTIMATED START DATE: _____

ESTIMATED COMPLETION DATE: _____

I understand that the incentive match must be used for the project described in this application and that the project must be fully completed before the payment will be considered.

SIGNATURE: _____ DATE: _____

City of Jonesboro DDA
124 North Avenue
Jonesboro, GA 30236
(770) 478-3800
rclark@jonesboroga.com
www.jonesboroga.com

CHECKLIST

- Application is complete
- Project Description is attached
- Budget summary/cost estimate is attached
- Letter of consent from property owner (if leasing)
- Architectural sketch of proposed (if necessary)
- Photograph of building with existing conditions
- Paint and awning samples (if applicable)
- City permits applied for (if applicable)
- Historic Preservation Commission approval



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.3

COUNCIL MEETING DATE
April 6, 2017

Requesting Agency (Initiator)

Office of the City Administrator

Sponsor(s)

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

Consideration of Event Management Agreement by an between Teri Williamson and the Jonesboro Main Street Advisory Board for coordination of the Downtown Street Festival's art component.

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.)

As you know, the signature event of the Main Street Advisory Board will be our Downtown Street Festival. After meeting with the Promotions Committee, we are expanding our festival to also include an arts component. We have been approached by Teri Williamson the former art gallery manager for Arts Clayton regarding her assisting us in preparing/attracting different artists to the event.

Teri's responsibilities as Event Manager will be as follows:

Artists

Goal 20 quality artists

Provide artists with guide lines/ contract

- Artist entry fee \$75 per tent
- Artists sharing a (2) - \$120

Manage Artists

- Answer questions pertaining to the festival
- Be on site during set-up & break-down of the artists tents September 2

Sponsors

- Make an effort to develop a system to award artists for participation based on quality of art and presentation of their art work.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky Clark, City
Administrator

Date

April, 6, 2017

Signature

City Clerk's Office

Fiscal Impact*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)***5.3**

\$25 per hour – not to exceed 20 hours.

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

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

Approval

EVENT MANAGEMENT AGREEMENT

This Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2017, by and between _____ (the “Event Manager”), _____ and The Jonesboro Main Street Advisory Board (the “Advisory Board”).

ACKNOWLEDGEMENTS

- **WHEREAS**, the Advisory Board shall engage the Event Manager as an independent contractor, and not as an employee, to perform certain services for the Advisory Board in connection with the City of Jonesboro Main Street Advisory Board Downtown Street Festival (“Street Festival”) to be held on September 2, 2017
- **NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Event Manager and the Advisory Board do hereby agree as follows:

AGREEMENTS

1. The Advisory Board does hereby grant to Event Manager a limited non-exclusive license to use the Downtown Street Festival name and accompany logo service marks (the “License Marks”) solely in connection with the promotion and management of the Downtown Street Festival., provided Event Manager complies with the terms and conditions contained in this Agreement. Event Manager will present to the Executive Director for his approval, prior to printing, distribution, publication, display, or use, any and all promotional materials and scrips of all statements, oral or written, to be made by Event Manager, which use or refer to said Licensed Marks. Such materials or statements must be of a high quality, consistent with the outstanding image of the Street Festival.
2. The Event Manager shall not use the logos or any other promotional items for any event or purpose other than the Street Festival related events.
3. The authority of the Event Manager to use the License Marks commences upon the effective date of this Agreement and terminates upon the expiration of the term of this Agreement or upon termination of this Agreement, whichever shall occur first.
4. **Services**- Event Manager’s primary responsibility shall be to plan, direct and implement, all art vendors/services in accordance with the Street Festival’s directions, policies and procedures. In addition Event Manager shall be on site to assist during set-up and breakdown of the artist tents. The Event Manager shall also assist in attracting sponsors for the Street Festival. Event Manager shall have no authority to, and shall not, (i) make any statement on behalf of the Advisory Board, or (ii) bind or otherwise obligate the Advisory Board to any contract at any time. The Event Manager shall access a \$75.00 artist entry fee per tent. Artist sharing a tent shall be assessed \$120.00. All fees shall be made payable and directed to the Jonesboro Downtown Development Authority.

5. **Term of Agreement:** The term of this Agreement shall be effective from the date first set forth above through, September 3, 2017.
6. **Fees:** As consideration for the services provided hereunder by Event Manager, the Street Festival shall pay Event Manager a fee of \$25.00 per hour, not to exceed 20 hours. The Advisory Board shall pay Fees as follows:
 - a. **Invoice 1:** 50% due upon signing of the contract
 - b. **Invoice 2:** 50% due no later than September 4, 2017.
 Event Manager shall submit invoice including hours spent and detailed activity logs.
7. **Representations and Warranties:** Event Manager represents and warrants that all services performed under this Agreement will be of professional quality conforming to generally accepted industry practices. Services performed by Event Manager which are determined by the Advisory Board to be of less than professional quality shall, at the Advisory Board's option, be corrected by Event Manager, at Event Manager's expense.
8. **Relationship of Parties:** The parties of this Agreement are not joint ventures, partners, agents, no representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement. The Vent Manager shall not act or represent or hold itself out as having authority to act as an agent of partner of the Advisory Board or in any way bind or commit the Advisory Board to any obligations, without the prior written consent of the Advisory Board.
9. **Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such party thereafter from enforcing such provision or any other provision of the Agreement. The rights and remedies granted to both parties herein are cumulative and the election of one shall not constitute a waiver of such party's rights to assert all other legal remedies available under the circumstances.
10. **Termination:** This agreement may be terminated (i) by either party upon breach by the other party of any of the materials provisions of this Agreement, which breach remains uncured for twenty (20) days from the date of receipt of written notice from the non-breaching party to the other party specifying such breach; (ii) immediately upon written notice by the Advisory Board if the Event Manager engages in unauthorized activities including, but not limited to, unauthorized uses of the Licensed Marks or breach of any of the provisions of this Agreement relating to confidentiality or activities which jeopardize the tax-exempt status of the Advisory Board and the Event Manager does not cure within five (5) days upon receiving notice (or without notice or cure period if incurable or the assets of the Advisory Board and the Event Manager does not cure within five (5) days upon receiving notice (or without notice or cure period if incurable or the assets of the Advisory Board are at risk); or (iii) by the mutual written agreement of the parties.

- 11. Indemnification:** Event Manager agrees to indemnify and hold the Advisory Board harmless from and against any and all costs, losses or expenses, including reasonable attorney's fees, that the Advisory Board may incur by reason of any third-party claim or suit arising out of or in connection with the Event Manager's failure to perform pursuant to this Agreement, as well as the negligence, gross negligence, or intentional misconduct of Event Manager, its employees, agents and representatives, contractors or subcontractors, including the employees and representatives of said contractors or subcontractors.
- 12. No Assignment:** No party hereto may assign or transfer its rights or obligations arising under this Agreement, without the prior written consent of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the parties.
- 13. Authority:** Each party hereto represents and warrants to the other that it has the authority to enter into this Agreement and that it is not a party to any other Agreement which prohibits it from entering into this Agreement or which renders any provision of this Agreement ineffective or unenforceable.
- 14. Governing Law and Forum:** This Agreement and any dispute arising under or relating to it directly or indirectly shall be governed and interpreted under Georgia State law, without giving effect to its conflict of law provisions.
- 15. Notice:** Any notice by either party to the other under this Agreement shall be in writing and shall be addressed as set forth below, provided, however, that if either party shall have designated a different address by written notice to the other, then such notice shall be provided to the last address so designated. In the event that either party changes its mailing address, phone number, or fax number, such party shall provide the other party a five (5) day advance written notice of such change.

If to the Advisory Board, notice shall be addressed to:

Ricky L. Clark, Jr., Executive Director
Jonesboro Main Street Advisory Board
124 North Avenue
Jonesboro, Georgia 30236

If to the Event Manager, notice shall be addressed to:

Entire Agreement: This Agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter

hereof, and there are no agreements, understandings, representations or warranties among the parties other than those set forth herein

[Event Manager]

Jonesboro Main Street Advisory Board

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____