



**CITY OF JONESBORO  
Work Session  
170 SOUTH MAIN STREET  
June 5, 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 Clerk's Office via telephone (770-478-3800) or email at [rclark@jonesboroga.com](mailto:rclark@jonesboroga.com) should you need assistance.

**Agenda**

- I. **CALL TO ORDER - MAYOR JOY B. DAY**
- II. **ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. **ADOPTION OF AGENDA**
- IV. **INVOCATION**
- V. **WORK SESSION**
  - A. Discussion regarding Conditional Use Permit No. 17CU-006 at 124 South Main Street, Suite 1J as requested by Phyllis Strickland, to allow on premise tutoring services.
  - B. Discussion regarding Application #17ALC-004 requesting consumption on premises of distilled spirits, beer & wine for the "Tylexine Cuisine" restaurant located at 8558 Tara Blvd by Talloh Gontee.
  - C. Discussion regarding a zoning appeal as filed by Towya Roberts of Plait to house a beauty salon at 217 N. Main Street.
  - D. Discussion regarding approval of Intergovernmental Agreement between the Clayton County Board of Elections & Registration and the City of Jonesboro to allow usage of election equipment to conduct the 2017 Municipal Election.
  - E. Discussion regarding bid received from Duncan's Landscaping & Maintenance Company for the purchase of 75 7-Gallon Ruby Lorapetiam plants for Lee Street Park.
  - F. Discussion regarding Ordinance #2017-08 to amend the Charter of the City of Jonesboro to amend Sections 3.10 and 3.17 of Article III ("Administrative Affairs") & to amend Sections 2-91, 2-1, 2-292, 32-3, and 32-4 of the Code of Ordinances of the City of Jonesboro.

- G. Discussion regarding a proposal submitted by Terracon for the purpose of conducting a Phase I Environmental Site Assessment for property located at 108 Broad Street.
- H. Discussion regarding a parking solution for North Main Street between West Mill Street and Church Street.

**VI. OTHER BUSINESS**

- A. Council to consider, lifting from table, Jonesboro Youth City Government as requested by Councilman Alfred Dixon.
- B. Executive Session regarding personnel and the acquisition of real estate.

**VII. ADJOURNMENT**



## CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #  
**WORK SESSION –**

5.A

COUNCIL MEETING DATE  
June 5, 2017

Requesting Agency (Initiator) Office of the City Manager	Sponsor(s)
<p><b>Requested Action</b> <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to consider Conditional Use Permit No. 17CU-006 at 124 South Main Street, Suite 1J as requested by Phyllis Strickland, to allow on premise tutoring services.</p>	
<p><b>Requirement for Board Action</b> <i>(Cite specific Council policy, statute or code requirement)</i> Article VI of the Code of Ordinances</p>	
<p><b>Is this Item Goal Related?</b> <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> No</p>	
Summary & Background	<p><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> <p>An application has been submitted for a Conditional Use permit for Tutoring/Educational Services to be rendered at 124 South Main Street, Suite 1J. This unit is part of a Planned Development attached to a row of structures made up of 13 adjoining buildings.</p>

### **Site Specifications**

There are 12 parking spaces directly in front of the buildings, 45 parking spaces across Main Street and 21 parking spaces behind the building on Broad Street. The building has two floors of which 13 floors are on the bottom coupled with 2 bathrooms, a breakroom and a conference room. The unit is approximately 144 sq ft with a 3 ½ ft. wide x 94 feet hallway.

The applicant, Quiz Kids, has been approved for the same type business on McDonough Street; however due to the closing of the facility, the company was forced to find a new home.

According to the City's 2025 Future Land Use Map, the site is identified as "Office/Residential". Office/Residential allows for a mixture of office and residential uses in such a way as to foster a live-work environment. Professional offices (architecture, interior design, finance, real estate) may locate at ground level with residential condominium or apartment units above.

### **Facts**

1. This property is currently home to several administrative offices. The office spaces are subdivided into several different suites.
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 Permit requires that the business must be located on a street having a classification of collector or greater. **Requirement met.**
3. Section 86-198 establishes the conditions required for this NAICS 6116.

Fiscal Impact	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>
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### **FOLLOW-UP APPROVAL ACTION (City Clerk)**

Typed Name and Title Ricky Clark, City Manager	Date June, 5, 2017	
Signature	City Clerk's Office	

**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**



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

Date of Application:

5/15/17

### Property Owner Authorization

I (We) David Ige the  
 owner(s) of the following property located at: 124 South Main *Suite 15*  
St, Jonesboro, GA 30236

Tax Parcel Number: 13241D0010 Size of Property: 2730 sq. ft

Located in Zoning District H1 do hereby request permission for a  
 conditional use for the above described property under the Zoning Ordinance zoned for  
 the following purposes:

Tutoring Service

## Property Owner Information

Name: David IgeMailing Address: 124 South Main St Suite 2MCity: Jonesboro State: GA Zip: 30236Phone: (Day) 404-725-3008 (Evening) 404-725-3008

## Applicant's Information

(If Different from Owner's Information)

Name: Phyllis StricklandMailing Address: 8456 Waverly DriveCity: Jonesboro State: GA Zip: 30236Phone: (Day) (404) 953-2747 (Evening) (404) 953-2747

## Jonesboro Property Information

Existing Uses and Structures: Commercial Office BuildingProperty address: 124 South Main Street JonesboroSurrounding Uses and Structures: (See Official Zoning Map): Commercial

Surrounding Zoning:

North: H1 South: H1 East: H1 West: H1Details of Proposed Use: Tutoring ServicePublic Utilities: YesAccess, Traffic and Parking: Yes

Special Physical Characteristics: \_\_\_\_\_

Pursuant to Sec. 86-244 of the Jonesboro Code of Ordinances, a site plan shall accompany an application proposing the rezoning of property to one of the zoning districts contained in article V that is initiated by an owner of property or his agent.

#### SITE PLAN INFORMATION INCLUDING:

1. Name, address and phone number of property owner.
2. Name, address and phone number of the applicant (if different from the owner).
3. Nature of proposed uses, including a statistical summary of development indicators such as density, nonresidential floor area, maximum building heights, number of lots or dwelling units and minimum unit sizes, as appropriate.
4. A graphic indication of the architectural style, building materials and elevations anticipated.
5. Date of survey and source of datum, as appropriate.
6. Date of site plan and revision dates, as appropriate.
7. North arrow and scale, not to exceed one inch equals 50 feet.
8. Location (district and land lot) and size of the property in acres (or square feet if below one acre).
9. Location sketch of the property in relation to the surrounding area with regard to 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 one inch equals 2,000 feet. U.S. Geological Survey maps may be used as a reference guide for the location sketch.
10. Proposed zoning classification of the property and zoning of all adjacent properties.
11. 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.
12. Location and right-of-way width of all proposed streets.
13. Indication of domestic water supply source.
14. Indication of sanitary sewer service.
15. Approximate location of proposed storm water drainage and detention facilities.
16. Any existing or proposed easements.
17. Location of all improvements, public areas or community facilities proposed for dedication to public use.
18. Proposed lot lines and minimum front, side and rear building setbacks for each lot.
19. Approximate footprint and location of all existing and proposed buildings and structures on and adjacent to the site.
20. All existing and proposed access, driveways, parking and loading areas on or adjacent to the site.
21. Proposed solid waste disposal facilities and outdoor storage areas.
22. Proposed buffers and greenspace.
23. 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.

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

Date: 5-2-17

Signed: 

Notary: Daniel L. Copeland



FOR OFFICE USE ONLY:		
Date Received:	/ /20	
Received By:		
Fee/Amount Enclosed:	\$	
Public Notice Signed/Posted (Date):		
Legal Ad Submitted (Date):		
Legal Ad Published (Date):		
Date Approved:	/ /20	
Date Denied:	/ /20	
Permit Issued:	/ /20	
Comments:	<hr/> <hr/> <hr/> <hr/>	

## PROPERTY OWNER'S AUTHORIZATION

The undersigned below, or as attached, is the owner of the property which is subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an amendment to the property.

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Clayton County, Georgia.

I hereby depose and say that all above statements and attached statements and/or exhibits submitted are true and correct, to the best of knowledge and belief.

## PROPERTY OWNER:

David Ige  
PRINT NAME

David Ige  
SIGNATURE/DATE

5-2-17

## APPLICANT:

Phyllis Strickland  
PRINT NAME

Phyllis Strickland  
SIGNATURE/DATE

## NOTARY:

David Copeland  
SIGNATURE/DATE

## SEAL





## CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

5.B

COUNCIL MEETING DATE

June 5, 2017

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Discussion regarding Application #17ALC-004 requesting for consumption on premises of distilled spirits, beer & wine for the "Tylexine Cuisine" restaurant located at 8558 Tara Blvd by Talloh Gontee.

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

Sec. 6-36. - License Required to Sell Alcoholic Beverages.

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

No

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 applicant, Talloh King Gontee is applying for a new consumption on premises of distilled spirits and beer/wine for the "Tylexine Cusine" restaurant located at 8558 Tara Blvd.

### **Background:**

1. This location currently has an occupational tax license to operate an events facility.
2. Applicant is requesting to dispense distilled spirits, beer & wine.
3. The subject restaurant is located within a heavy-trafficked commercial area. Surrounding zoning, general plan land use designations and existing uses are denoted as a C-2 highway commercial district.
4. Purpose. The C-2 highway commercial district is established to accommodate intense retail and service commercial uses along Jonesboro's arterial highways. A broad range of such uses anticipates traffic from surrounding areas traveling through the city and affords a broad segment of the business community access to the large customer volumes associated with such locations. The automobile is the principal means of transit for shoppers in this district, and convenient on-premises parking is a primary concern. Given the value of arterial locations intended to capture heavy retail traffic, such industrial uses as manufacturing, distribution and processing are prohibited in order to reserve high visibility and enhanced access locations for highway commercial uses.

### **Facts & Issues:**

1. Ricky Clark, City Manager has reviewed the application packet. All requirements, per Chapter 6- Alcoholic Beverages, were met.
2. The annual license fee will be \$4,500.00
3. The Jonesboro Chief of Police has conducted a computerized criminal history records check for the applicant and recommends approval based upon the background information received.
4. As required by Section 6-39, the applicant has submitted the required land survey. Per Section 6-39, for those establishments selling malt beverages and/or wine but no distilled spirits, a distance of no less than 100 yards from any school, church or education building is required. The survey presented shows that the nearest church (Shiloh Baptist Church) is 107 yards away, nearest school (Lee Street) 1003 yards away.

### **FOLLOW-UP APPROVAL ACTION (City Clerk)**

Typed Name and Title

Ricky Clark, City Manager

Date

June, 5, 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.B**

Annual License Fee - \$4,500.00

Application Cost - \$5,185.00

**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**



# CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #  
**WORK SESSION –**

5.C

COUNCIL MEETING DATE  
June 5, 2017

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Discussion regarding zoning appeal as filed by Towy Roberts of Plait to house a beauty salon at 217 N. Main Street.

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

Article XI of the Zoning Code (Appeals and Variances)

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.)*

## History:

The applicant is seeking to occupy the property located at 217 N. Main Street. The subject property was previously used as Beauty Salon. Very recently the applicant applied for zoning verification to house a salon and also a retail component for natural hair products. At the February 13, 2017 Regular Meeting, our Mayor & Council voted to remove barber & beauty salons from both the H-1 & H-2 Districts. Due to that code amendment, our "Table of Uses" does not allow for this particular use in the H1 District. Upon meeting with the applicant, I advised them that the grandfathering "non-conformance" clause was not applicable in this case as the previous business had vacated the premises over 6 months ago.

## **Table 1a**

NAICS Code	USES	R-2	R-4	R-C	R-A	RM	H-1	H-2	O&I	MX	C-1	C-2	M-1	Code Section
812112	Beauty Salons	N	N	N	N	N	N	N	N	P	P	P	N	

(a)

*Purpose of district.* The purpose of the H-1 historic district is to provide for retail and residential uses that benefit from close proximity to each other and that will generate pedestrian activity in the city's traditional downtown core. Development and redevelopment in this district is intended to preserve and enhance the historic character of the area while promoting the goals of the Livable Centers Initiative Study.

(b)

*Delineation of historic district.* The historic district is delineated and duly designated on the official zoning map of the city. Areas located within the historic district must comply with the requirements of this section.

Based upon our Code, an applicant can appeal my decision under Article XI of the Zoning Code (Appeals and variances). This would not be considered a variance because 86-344(6) provides that "[n]o variance may permit a use of land, buildings or structures not permitted by right in the district involved." Since his appeal would be of a use of land that is nonpermitted, a variance would not be allowed. The applicant is required to go through an appeal hearing before mayor & council as set forth in Article XI, Section 86-344:

## **FOLLOW-UP APPROVAL ACTION (City Clerk)**

Typed Name and Title

Ricky Clark, City Manager

Date

June, 5, 2017

Signature

City Clerk's Office

**Sec. 86-344. - Procedures.**

Applications for a public hearing and decision on variances and administrative appeals shall be filed with the city clerk on forms provided by the city a minimum of 30 days prior to the hearing at which such applications will be heard. Each application shall contain such information as the city clerk may require sufficient to enable mayor and council to render a decision. No submitted application may be amended following public notice of the application; however, mayor and council may allow such application to be amended during the public hearing.

An appeal to mayor and council may be brought by any person having a substantial interest in any decision of the code enforcement officer or by any officer, department, board or agency of the city affected by any decision of the code enforcement officer pursuant to enforcement of this chapter. Such appeal shall be filed within ten business days following notice of the decision being appealed by filing a written notice of appeal with the code enforcement officer and specifying the grounds, thereof. The code enforcement officer shall forthwith transmit to the secretary of the mayor and council all the documents related to the decision being appealed.

**Staff Recommendation's:**

- DENIAL

**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)**Denial**

## Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on June 12, 2017 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a zoning appeal for property located at 217 N. Main Street Jonesboro, Georgia 30236 for the purpose of operating a Beauty Salon.

Applicant – Towya Roberts

Ricky L. Clark, Jr., CMC  
Zoning Administrator

Publish 05/24 and 05/31



## MEMORANDUM

**To:** Towya Roberts  
10041 Walden Drive  
Jonesboro, Georgia 30236

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

**Date:** May 16, 2017

**Re:** Notification of Request for a Zoning Appeal – **217 N. Main Street**

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Ms. Roberts,

This letter is to serve as notification that the City of Jonesboro has accepted your request to file a zoning appeal for the property located at 124 N. Main Street.

A Public Hearing has been scheduled for Monday, June 12, 2017 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 5, 2017. Your presence is **strongly recommended**.

Both meetings 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 Manager



**CITY OF JONESBORO**  
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 Fax: (770) 478-3775  
[www.jonesboroga.com](http://www.jonesboroga.com)

## ZONING APPEAL

### PROCEDURE:

Date: 5/2/2017

**Sec. 86-344** An appeal to mayor and council may be brought by any person having a substantial interest in a decision of the code enforcement officer or by any officer, department, board or agency of the city affected by a decision of the code enforcement officer pursuant to enforcement of this chapter. Such appeal shall be filed within ten business days following notice of the decision being appealed by filing a written notice of appeal with the code enforcement officer and specifying the grounds, thereof. The code enforcement officer shall forthwith transmit to the secretary of the mayor and council all the documents related to the decision being appealed

### Applicant's Information

Name of Applicant: Tonya Roberts  
 Name of Business: Plait  
 Property's Address: 217 N. Main Street  
 Email Address: tonyayaroberts@gmail.com  
 Phone: (Day): 678-933-9449 (Evening): 404-980-8303

### Owner Information

Property Owner (Please Print): Jack Branen  
 Address: 258 S. Main Street Ste. G City, State, Zip Jonesboro, GA 30236  
 Email Address: dj6534@att.net  
 Phone: (Day): 770-477-1646 (Evening): 770-477-1646

### Property Information

Address: 217 N. Main Street City, State, Zip Jonesboro, GA 30236  
 Current Use: Vacant/Former Salon Current Zoning: Historic

Legal Description of Property (Please provide as an attachment)

## Requirements

Please complete all attached forms, which must be typed or legibly printed; signatures must be in Blue Ink. The applicant or his agent must submit the ORIGINAL, SIGNED form to the Zonin Administrator located at City Hall, 124 North Avenue Jonesboro, Georgia.

Plans may or may not be appropriate to an appeal of a decision by a City official. If plans are appropriate, an accurate plan of the property drawn to a maximum scale of 1 inch = 50 feet must be submitted with the application. The plan must show the boundaries of the property, a North arrow location and size of the property and the location, size height and use of all existing and proposed buildings, yards, driveways and parking areas. Such plans shall also identify the current use of each adjoining property. Please submit a signed, typed or legible printed original application and 7 copies along with 7 sets of plans.

Please explain the specific decision being appealed below. State the jurisdiction for the decision to begin overturned, citing any ordinance language or other information that supports your position. Attach additional pages as necessary. Please describe the expected outcome of the appeal.

217 N. Main was previously used as a beauty salon since 1984. The previous tenant of 217 N. Main closed their business in September 2016.

We were told by Cable that the city wish to maintain the look and feel of the historic area. After our meeting with Ricky Clark, we learned that the city felt like beauty salons have not been viable businesses in the past. We were told they are in business one or two years and gone the next.

We are certain our business will only add to the historic look and feel of the city, as the two buildings on the side of 217 N. Main has been vacant for approximately 15 years.

We ask for reconsideration in this matter, Ricky Clark did say he could approve 80% of what we offer in our business.

## APPLICANT AFFIDAVIT

Personally appeared before me Tonya Roberts who on oath deposes and says that the above is true to the best of his/her knowledge and belief:

Carla R. Reid  
Notary Public

May 2, 2017  
Date

Carla R Reid  
NOTARY PUBLIC  
Fayette County, GEORGIA

Tonya Roberts  
Signature of Applicant

Tonya Roberts  
Print Name

217 N. Main Street  
Address

Jonesboro, GA 30236  
City, State, Zip

## OWNERS AFFIDAVIT

Personally appeared before me Jack Branen who on oath agrees with the above request and states that the information is true to the best of his/her knowledge and belief.

Carla Reid  
Notary Public

May 2, 2017  
Date

Zoning Administrator

Date

Jack Branen  
Signature of Owner

Jack Branen  
Print Name

258 S. Main Street ST B  
Address

Jonesboro, GA 30236  
City, State, Zip



**CITY OF JONESBORO**  
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## 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: Ameicia Williams Tonya Roberts  
 Name of Business: Plait  
 Property's Address: 217 N. Main Street  
 Email Address: ahkuaconsulting@gmail.com  
 Phone: (Day): 678.933.9449 (Evening): 4.4687613

### Property Information

Current Use of Property: Natural Hair/Skin Care Salons Vacant

Proposed Use of Property (Please provide in great detail the intended use of the property):  
This property will be used as a salon that caters to ~~non organic~~ using natural products for the hair skin and nails as well as ~~non~~ salon products

Applicant's Signature

Date 4/3/2017

### FOR OFFICE USE ONLY:

Current Zoning: H-1

NAICS Code: 812112

Required Zoning: MX C-1 or C-2

Conditional Use Needed? Yes or No

Comments

APPROVED

DENIED

Zoning Official Signature

Date 04/05/17



## CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #  
**WORK SESSION –**

5.D

COUNCIL MEETING DATE  
June 5, 2017

Requesting Agency (Initiator)  
Office of the City Manager

Sponsor(s)

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

Discussion regarding approval of Intergovernmental Agreement between the County Board of Elections & Registration and the City of Jonesboro to allow usage of election equipment to conduct the 2017 Municipal Election.

**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.)*

The purpose of this agreement is for the County Elections Department to provide the City of Jonesboro with equipment to conduct its Municipal Election with the State owned equipment, on loan from the Clayton County Board of Elections. In order to facilitate the City of Jonesboro's election process, the parties must agree as follows:

The County Election Superintendent shall supply equipment to the City of Jonesboro for the Special Election & Municipal Election:

The County Election Superintendent shall supply to the City of Jonesboro the following:

(6) Direct Record Electronic Units

(6) Memory Cards

(4) Encoders

(30) Voter Access Cards

(2) Supervisor Cards

(1) VWD Kit

There is no cost associated with this IGA. In addition the agreement, a change of precinct notice will be issued to all city residents advising them of the change of locations back to the Firehouse Museum.

This agreement is in advance of our 2017 Municipal Election.

**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.)*

### FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title  
Ricky Clark, City Manager

Date  
June, 5, 2017

Signature

City Clerk's Office

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5.D

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

**Approval**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**INTERGOVERNMENTAL AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the Clayton County Board of Elections and Registration (“Board”), the Clayton County Board of Commissioners (“County”), a political subdivision of the State of Georgia, and the City of Jonesboro (“Jonesboro”), a municipal corporation lying wholly or partially within the County and a political subdivision of the State of Georgia.

WHEREAS, Jonesboro is permitted to conduct municipal elections; and

WHEREAS, Jonesboro has appointed Ricky L. Clark, Jr. as its Election Superintendent; and

WHEREAS, Jonesboro does not own any election equipment; and

WHEREAS, the Constitution of the State of Georgia provides that governments and public agencies may contract with one another to provide services, facilities, or equipment pursuant to Article IX, Section 3, Paragraph I (a) and (b); and

WHEREAS, the Clayton County Board of Elections and Registration is the custodian of certain State owned election equipment that can be loaned to the various municipalities in Clayton County to conduct elections; and

WHEREAS, the purpose of this agreement is to provide the City of Jonesboro with equipment to conduct its municipal election with the State owned equipment, on loan from the Clayton County Board of Elections and Registration;

**NOW THEREFORE**, in consideration of the promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board, County and Jonesboro agree as follows.

**Article 1 – Board and County Responsibilities**

- (1) The Board through the County Election Superintendent shall supply the following equipment to Jonesboro for its municipal election:
  - a. 6 - Direct Record Electronic Units;
  - b. 6 - Memory Cards;
  - c. 4 - Encoders;
  - d. 30 - Voter Access cards;
  - e. 2 - Supervisor cards;
  - f. 1 - VWD Kit;
  - g. 1 - Screwdriver to change batteries in Encoders;
  - h. All other peripherals associated with the Direct Recording Electronic voting System.

- (2) The Board through the County Election Superintendent shall supply to the City of Jonesboro one Direct Record Electronic unit and all equipment needed to be used as a demonstrator unit.
- (3) The Board through the County Election Superintendent shall designate a date, time and place for the City of Jonesboro to pick up and return the voting units.
- (4) The Board through the County Election Superintendent shall maintain a record of the election equipment borrowed by Jonesboro in a form similar the document attached as Exhibit A.
- (5) The Board through the County Election Superintendent shall provide Jonesboro the “Chain of Custody” form to document handling of the election equipment, form attached as Exhibit B.

### **Article 2 – Jonesboro Responsibilities**

The City of Jonesboro shall be responsible for the following:

- (1) Providing programming services, including conducting the logic and accuracy testing for the election equipment, either directly or through a third party.
- (2) Hiring and training of Jonesboro Election Superintendent, Deputy Registrars, Poll Manager, Assistant Poll Managers and Poll Clerks.
- (3) The Jonesboro Election Superintendent shall be responsible for training the Poll Manager, Assistant Poll Managers and Poll Clerks.
- (4) The Jonesboro Election Superintendent and election staff shall attend the State mandated training prior to the Election.
- (5) Completing, maintaining and filing the “Chain of Custody” form, attached as Exhibit B.
- (6) Administering, maintaining and filing the “Oath of Custodians and Deputy Custodians of DRE Units” for all Jonesboro election staff and any third party conducting logic and accuracy testing for the election equipment, attached as Exhibit C.
- (7) Providing technical support the day of the election.
- (8) Picking up and returning all election equipment.
- (9) Printing of the Absentee Ballots.

### **Article 3 – No Assignment**

This agreement may not be assigned by either party without written agreement signed by both parties. This agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.

### **Article 4 – Notice**

Any notices or communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, return receipt requested and addressed as follows:

County: Clayton County Staff Attorney's Office  
112 Smith Street  
Jonesboro, Georgia 30236

Board: Ms. Shauna Dozier, Director of Elections and Registration  
Jonesboro Historical Courthouse, Main Floor  
121 South McDonough Street  
Jonesboro, Georgia 30236

Jonesboro: Ricky L. Clark, Jr., Elections Superintendent  
City of Jonesboro  
124 North Avenue  
Jonesboro, Georgia 30236

### **Article 4 – Captions**

The captions used in this Agreement are inserted for convenience only and shall not constitute a part of the agreement.

### **Article 5 – Waiver**

No waiver by either party of any default by the other party, in the performance of any provision of this agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.

### **Article 6 – Applicable Law**

This agreement shall be governed and construed in accordance with the laws of the State of Georgia.

### **Article 7 – Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

### **Article 8 – Costs**

There is no charge to the City of Jonesboro for the use of the State owned election equipment. The City of Jonesboro is responsible for any damage to the voting units and peripherals in its possession that is not covered under the State of Georgia's warranty.

#### **Article 9 – Term of Agreement**

This agreement shall be effective from the date of approval and execution by all parties through December 31st, 2017. This agreement shall terminate absolutely and without further obligation on the part of either party upon expiration of this period.

#### **Article 10 – Entire Agreement**

This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless both parties have agreed to the modification in writing.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first above written.

[signatures on the following page]

**CLAYTON COUNTY, GEORGIA**

Attest:

---

Sandra T. Davis, Clerk  
Board of Commissioners

(SEAL)

---

Jeffrey E. Turner, Chairman  
Board of Commissioners

**CLAYTON COUNTY BOARD OF  
ELECTIONS AND REGISTRATION**

Attest:

---

Allison Ruotolo, Clerk

(SEAL)

---

Dorothy Foster Hall, Chair

**CITY OF JONESBORO, GEORGIA**

Attest:

---

Ricky L. Clark, Jr., Clerk

(SEAL)

---

Joy Brantley Day, Mayor

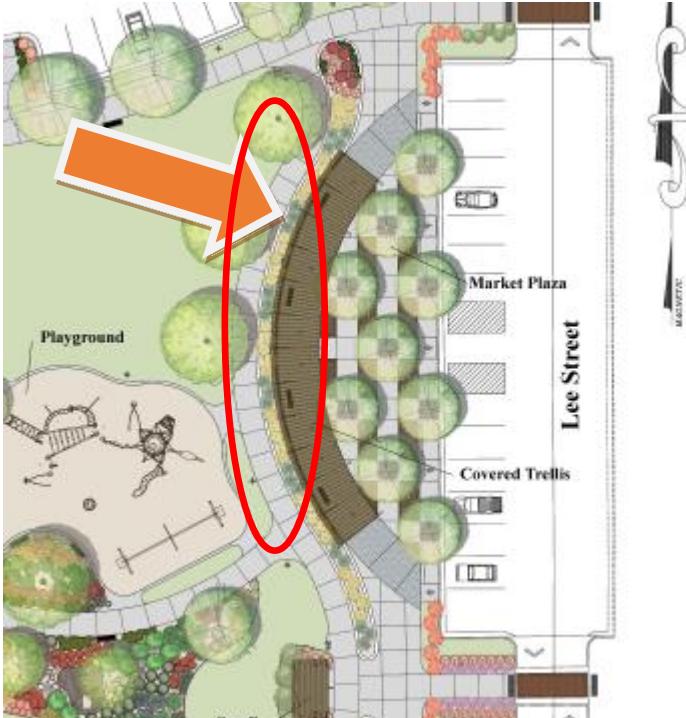


# CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #  
**WORK SESSION –**

5.E

COUNCIL MEETING DATE  
June 5, 2017

Requesting Agency (Initiator) Office of the City Manager	Sponsor(s)
<b>Requested Action</b> (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.) Discussion regarding bid received from Duncan's Landscaping & Maintenance Company for the purchase of 75 7-Gallon Ruby Lorapetiam plants for Lee Street Park.	
<b>Requirement for Board Action</b> (Cite specific Council policy, statute or code requirement) Code of Ordinances Sec 2-157	
<b>Is this Item Goal Related?</b> (If yes, describe how this action meets the specific Board Focus Area or Goal) Yes <b>Beautification</b>	
<b>Summary &amp; Background</b> <small>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</small>	Over the past several months, we have witnessed and inordinate amount of park attendees intruding on landscaped areas at Lee Street Park. The area immediately behind the wooden trellises, there is a landscaping bed that separates the trellis from the and the sidewalk. This area has been subjected to a constant flow of park-goers jumping off the wall to get to the sidewalk or persons simply walking through the landscape bed (See Below).
	
After a field meeting with Mayor Day, Public Works Director Joe Nettleton & City Manager Ricky Clark, it was decided that perhaps the best solution was to add large plantings so that the area wouldn't be as easy to cut through. In addition, it is also suggested that we erect some form of gate/fence alongside the back of the concrete wall, in the near future.	
Joe Nettleton has contacted Duncan's Landscaping & Maintenance, Inc to obtain a bid for 75- Ruby Lorapetiam shrubs to	

## FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky Clark, City Manager	Date June, 5, 2017	
Signature	City Clerk's Office	

match those already in the park. If approved, the total cost will be \$4,998.75.

5.E



**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**



## Duncan's Landscaping & Maintenance, Inc.

9280 Turner Road  
Jonesboro, GA 30236

\*Celebrating 50 Years! 1967-2017\* 770-478-0098 phone, 770-603-1898 fax

Phone # 7704780098 contact [www.duncanslandscaping.com](http://www.duncanslandscaping.com)  
Fax # 770-603-1898 [www.duncanslandscaping.com](mailto:contact@duncanslandscaping.com)

DATE PROPOSAL #

5/31/2017 21204

City of Jonesboro  
124 North Ave  
Jonesboro, GA 30236  
Joe Nettleton  
Joy Day Mayor

### PROPOSAL

QTY	DESCRIPTION	COST
1	<p>Plantings</p> <p>75-Ruby Lorapetiam 7-Gallon Move any good grasses and replant Plant saver packs to help get plants established (as discussed)</p> <p>Please let us know if you have any questions</p> <p>*50% deposit required to start job</p> <p>We thank you!</p> <p>Quote good thru 6-25-2017</p> <p>ATTENTION JOE NETTLETON Sales Tax</p>	<p>4,998.75</p> <p>0.00</p>

IF PROPOSAL IS ACCEPTABLE PLEASE SIGN AND FAX BACK TO  
770-603-1898. FOR ANY QUESTIONS CALL 770-478-0098. THANK  
YOU FOR CONSIDERING DUNCAN'S!

TOTAL \$4,998.75

SIGNATURE



## CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #  
**WORK SESSION –**

5.F

COUNCIL MEETING DATE  
June 5, 2017

Requesting Agency (Initiator)  
Office of the City Manager

Sponsor(s)

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

Discussion regarding Ordinance #2017-08 to amend the Charter of the City of Jonesboro to amend Sections 3.10 and 3.17 of Article III ("Administrative Affairs") & to amend Sections 2-91, 2-1, 2-292, 32-3, and 32-4 of the Code of Ordinances of the City of Jonesboro.

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

This Ordinance Has Been Advertised Once Per Week for Three (3) Weeks Within Sixty (60) Days Preceding the Final Adoption of This Ordinance, in Accordance with Section 36-35-3(B)(1) of the Official Code of Georgia

**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.)*

**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)*

**Mayor & Council**

### FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky Clark, City Manager	Date June, 5, 2017
Signature	City Clerk's Office

**STATE OF GEORGIA****CITY OF JONESBORO****ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF JONESBORO, GEORGIA BY AMENDING SECTIONS 3.10 AND 3.17 OF ARTICLE III (“ADMINISTRATIVE AFFAIRS”); TO AMEND SECTIONS 2-91, 2-1, 2-292, 32-3, AND 32-4 OF THE CODE OF ORDINANCES, CITY OF JONESBORO, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

**WHEREAS**, the City deems it in the best interest of the City to establish the office of City Manager and to assign to such office the duties specified in this ordinance; and

**WHEREAS**, the City desires to amend its Charter by home rule ordinance; and

**WHEREAS**, a synopsis of this Ordinance has been advertised once per week for three (3) weeks within sixty (60) days preceding the final adoption of this Ordinance, in accordance with Section 36-35-3(b)(1) of the Official Code of Georgia; and

**WHEREAS**, a synopsis of the Ordinance was advertised in the Clayton News Daily on May 17, 2017; May 24, 2017; and May 31, 2017.

**WHEREAS**, the notice of the adoption of this Ordinance provided that a copy of the proposed ordinance was available for inspection in the Office of the Jonesboro City Clerk and the Office of the Clayton County Superior Court Clerk, in accordance with Section 36-35-3(b)(1) of the Official Code of Georgia, and a copy of the proposed ordinance was placed in said locations; and

**WHEREAS**, this Ordinance has been considered at two (2) consecutive public meetings, no less than **5.F**

seven (7) and no more than sixty (60) days apart, in accordance with Section 36-35-3(b)(1) of the Official Code of Georgia; and

**WHEREAS**, this Ordinance was considered at public meetings held on June 5, 2017 and June 12, 2017; and

**WHEREAS**, the amendments contained herein would benefit the health, safety, morals, and welfare of the citizens of the City of Jonesboro.

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

**Section One.** Subsections (b), (c), (f), and (g) of Section 3.10 of Article III (“Administrative Affairs”) of the Charter of the City of Jonesboro, Georgia is hereby amended by deleting the existing text and inserting the following text in lieu thereof, to read and to be codified as follows:

“(b) The mayor is hereby authorized and empowered to nominate for appointment and the City Council is hereby authorized and empowered to confirm the mayor's appointment annually, and for the term of one year, unless sooner discharged or as otherwise provided by Georgia statute setting another term, directors of city departments, with the exception of the city manager, and the following officers, who may or may not serve as directors of city departments: a chief of police and police officers, a building inspector, a code enforcement officer, a municipal court judge, a solicitor, and other officers that the city creates by ordinance.”

“(c) Directors of departments, with the exception of the city manager, are also officers. Each director shall, subject to the direction and supervision of the city manager, be responsible for the administration and direction of the affairs and operations of his department.”

“(f) Except as otherwise provided by law, all officers shall accept such offices subject to being suspended or dismissed therefrom at the will of the city manager, the mayor, or the city council, regardless of the amount of time, if any, remaining on his term of office. Except as otherwise provided by law, officers shall be suspended or dismissed by either the mayor or a majority vote of the city council, without cause, and without rights to an appeal.”

“(g) Other employees shall be hired and removed by their supervisors. Such removals are subject to appeal to the mayor or the city manager. The grounds for such appeals are limited to factual errors, removal due to personal or political reasons, and unlawful discrimination prohibited by state and federal law. The mayor's or the city manager's decision on such appeals is subject to review by a writ of certiorari in the Superior Court of Clayton County.”

**Section Two.** Reserved Section 3.17 of Article III (“Administrative Affairs”) of the Charter of the City of Jonesboro, Georgia is hereby amended by deleting the existing text and inserting the following text in lieu thereof, to read and to be codified as follows:

“Sec. 3.17. – City manager; appointment; compensation; duties.

(a) The mayor shall nominate with the confirmation of the City Council a city manager. The city manager shall be appointed solely on the basis of his/her executive and administrative qualifications. 5.F

(b) The City Council shall have the authority to contract with the city manager to serve for a definite period of time, and shall fix his/her compensation and benefits.

(c) In the event the City Council determines that the city will exercise its authority to contract for the services of a city manager as authorized above, no such contract shall be executed within forty-five (45) days prior to a city general election of any year in which the city holds a general election for purposes of electing a mayor or councilpersons.

(d) The city manager shall be suspended or dismissed by either the mayor or a majority vote of the city council, without cause, and without rights to an appeal.

(e) The city manager shall be the chief administrative officer of the city, and he/she shall serve as the director of the Administration Department. He/she shall be responsible to the City Council for the administration of all city affairs placed in his/her charge by or under this charter and ordinances of the city. He/she shall have the following powers and duties:

- (1) He/she shall recommend for nomination by the mayor appointment of officers and directors of departments. Except as otherwise provided by law or ordinances of the city, he/she shall suspend or remove officers and directors of departments. He/she may authorize any director of a department to exercise these powers with respect to subordinates in that officer's department.
- (2) He/she shall supervise the administration of all departments of the city, except as otherwise provided by this charter or by law.
- (3) He/she shall attend all city council meetings and shall have the right to take part in discussion but he/she may not vote.
- (4) He/she shall see that all laws, provisions of this charter, and acts of the City Council, subject to enforcement by him/her or by officers subject to his/her direction and supervisions, are faithfully executed.
- (5) He/she shall prepare with the Mayor and submit all annual operating budgets to the City Council.
- (6) He/she shall submit to the City Council and make available to the public a complete report on the finances and administrative activities of the city at the end of each fiscal year.
- (7) He/she shall make such other reports as the City Council may require concerning the operations of the city departments, offices and agencies subject to his/her direction and supervision.
- (8) He/she shall keep the City Council fully advised as to the financial condition and future needs of the city and make such recommendations to the city council concerning the affairs of the city as he deems desirable.
- (9) In the absence of another appointee, he/she shall serve as the purchasing agent for the city.
- (10) He/she shall perform such other duties as are specified in this charter or as may be required by the City Council.”

**Section Three.** Section 2-91 (“Departments established”) of Article III (“Officers and Employees”) of Chapter 2 (“Administration”) of the Code of Ordinances, City of Jonesboro, Georgia is hereby amended by deleting the existing text and inserting the following text in lieu thereof, to read and to be codified as follows:

- (a) “The following departments are established in the city:
  - (1) Administration.
  - (2) Police.

(3) Public works.

(4) Reserved.

(b) The directors of departments shall be answerable to the city manager.”

**Section Four.** Subsections (c), (d), and (e) of Section 2-1 (“Records management”) of Article I (“In

General”) of Chapter 2 (“Administration”) of the Code of Ordinances, City of Jonesboro, Georgia is hereby amended by deleting the existing text and inserting the following text in lieu thereof, to read and to be codified as follows:

- (c) “Open records officer designated. The city manager is hereby designated as the city's open records officer with respect to all Open Records Act requests submitted to the city.”
- (d) “Requests for records. All Open Records Act requests to the city shall be made to the city manager. All written requests for records shall be submitted to the city manager's official city-provided e-mail or fax number. Records requests may alternatively be submitted to the city manager electronically through the city's website; as such service may be made available by the city from time to time.”
- (e) “City manager exclusive open records officer. The city manager may assign one or more city employee to assist him/her with responding to record requests under this section. Under no circumstance, however, shall the assignment of such employee exempt a requester from the requirement under this section to submit all records requests to the city manager as set forth herein.”

**Section Five.** Section 2-292 (“Membership, terms and quorum”) of Division I (“Beautification Commission”) of Article VIII (“Boards, Commissions, and Authorities”) of Chapter 2 (“Administration”) of the Code of Ordinances, City of Jonesboro, Georgia is hereby amended by deleting the existing text and inserting the following text in lieu thereof, to read and to be codified as follows:

“There shall be seven members of the beautification commission. The city council shall appoint by resolution members of the beautification commission. The following standards are applicable:

- (1) Each member shall be a taxpayer residing in the city or an owner or operator of a business located within the county.
- (2) The city's code enforcement officer shall also be a member.
- (3) After service of their initial terms, as set forth by resolution, members shall serve terms of four years until their successors are appointed and sworn.
- (4) A majority of active members shall constitute a quorum.

On an advisory level, the city manager and/or mayor shall serve as liaison to the city council and shall provide reports, recommendations, and information to the beautification commission, as necessary.

Members of the beautification commission shall receive no compensation for the performance of their duties.”

(“Enterprise Zone”) of the Code of Ordinances, City of Jonesboro, Georgia is hereby amended by deleting the existing text and inserting the following text in lieu thereof, to read and to be codified as follows:

“There is hereby created and established a geographic area known as the Jonesboro Enterprise Zone as herein described in Exhibit A, a copy of which is hereby incorporated by reference, in compliance with O.C.G.A. § 36-88-1, et seq. Exhibit A is maintained in the office of the city manager and is available for inspection during normal business hours. Based on findings of fact in section 32-2 above, the enterprise zone meets the following qualifications of the Enterprise Zone Act: pervasive property, general distress, and general blight.”

**Section Seven.** Subsection (b) of Section 32-4 (“Administration”) of Chapter 32 (“Enterprise Zone”) of the Code of Ordinances, City of Jonesboro, Georgia is hereby amended by deleting the existing text and inserting the following text in lieu thereof, to read and to be codified as follows:

“(b) The city designates its city manager or his or her designee as the liaison for its communication with the Georgia Department of Community Affairs, the Georgia Department of Industry, Trade, and Tourism, the business community, and all others to oversee enterprise zone activities and administration.”

**Section Eight.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section Nine.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

**Section Ten.** (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.

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 intent 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 Eleven.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section Twelve.** The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

**[SIGNATURES CONTINUED ON NEXT PAGE]**

**ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF JONESBORO, GEORGIA**

---

**JOY DAY, Mayor**

**ATTEST:**

---

**RICKY L. CLARK, JR.**, City Administrator

(Seal)

**APPROVED BY:**

---

**CITY ATTORNEY**



**CITY OF JONESBORO, GEORGIA COUNCIL**  
**Agenda Item Summary**

## Agenda Item #

### WORK SESSION –

5.G

### Requesting Agency (Initiator)

**Sponsor(s)**

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

Discussion regarding a proposal submitted by Terracon for the purpose of conducting a Phase I Environmental Site Assessment for property located at 108 Broad Street.

**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)

## 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.)

As per Council's request, a contract has been signed for the purpose of purchasing the site located at 108 Broad Street with a 30 day due diligence clause. While under contract, to ensure that we have an accurate accounting of any potential or existing environmental contamination liabilities, staff is requesting approval of a Phase 1 Environmental Site Assessment.

A Phase 1 Environmental is an investigation of the subject property which must be conducted following ASTM standards which conform to the All Appropriate Inquiry standards, acceptable to the USEPA for provision of certain defenses against CERCLA liability. It covers an investigation of the current and past history and uses of the property in question. What was previously on the site? What could past usage have done? Did any usage contaminate the soil or groundwater underlying the site? Are any petroleum, hazardous materials or chemicals in use at the site, or have they been released to the air, soil or groundwater at or near the site?

Some of the areas of investigation include:

- A thorough review of historical records of the property, including historical aerial photographs, fire insurance mapping (maps, usually older, of most of the US showing what properties contained in the past, such as buildings, fuel tanks, etc.), and historical topographic mapping.
- A thorough review of readily available government environmental records of the property, such as for spills, releases to the environment, fuel tank registrations, hazardous material manifests, environmental records, etc.
- Interviews with current and past property occupants as might be obtainable, as well as others who might be able to shed light onto past or present uses of the property.
- A thorough site inspection, including all building interiors as well as all exterior property and grounds. This site inspection would include a visual inspection of the presence of features such as fuel or chemical storage tanks, the presence of stained soils, site activities, etc.

The site is approximately a 2,772 square-foot commercial building, constructed on or around 1945.

Staff is recommending approval of a proposal from Terracon in the amount of \$2,150.00. Terracon has worked with several municipalities around the state in assisting with the acquisition of real estate to ensure environmental are intact.

## **FOLLOW-UP APPROVAL ACTION (City Clerk)**

**Typed Name and Title**  
Ricky Clark, City Manager

Date

Section 1

Unit 11

**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**

May 17, 2017



Mr. Ricky L. Clark, Jr., CMC  
 City Administrator  
 City of Jonesboro, GA  
 124 North Avenue  
 Jonesboro, Georgia 30236

Telephone: 770.478.3800

RE: Proposal for a Phase I Environmental Site Assessment  
 108 Broad Street  
 Jonesboro, Clayton County, Georgia  
 Terracon Proposal No. P49177371

Dear Mr. Clark:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Jonesboro, GA (client) to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced site. Based on a review of the provided information and information obtained from the Clayton County Georgia Tax Assessor, we understand the site consists of a single parcel of land totaling approximately 0.07 acres (Clayton County Parcel No. 13241D B004) located at 108 Broad Street in Jonesboro, Clayton County, Georgia. Terracon further understands the site is developed with a single-story, approximate 2,772 square-foot commercial building reportedly constructed in 1945. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Scope of Services (see Section 2.0 of attached proposal)	Phase I ESA consistent with ASTM E1527-13 <ul style="list-style-type: none"> <li>▪ Chain of Title and Environmental Lien and Activity and Use Limitation (AUL) Search is not included in this fee</li> </ul>
Schedule (see Section 2.4 of attached proposal)	12 business days
Compensation (see Section 3.0 of attached proposal)	Lump Sum ESA fee: \$2,150 (see additional optional line-item fees in the attached detailed scope of services)

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services and User Questionnaire attached to this proposal to our Lawrenceville, Georgia office. Please provide site contact information with the signed agreement. The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

## Proposal for Phase I Environmental Site Assessment

108 Broad Street ■ Jonesboro, Georgia

May 17, 2017 ■ Terracon Proposal No. P49177371



We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

**Terracon Consultants, Inc.**



Jason B. Holloway  
Environmental Group Manager



Chet J. Kosmalski  
Environmental Group Manager

Attachments: ASTM E1527-13 User Questionnaire  
Detailed Scope of Services  
Agreement for Services

## ASTM E1527-13 USER QUESTIONNAIRE

Proposal No: P49177371

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the “Brownfields Amendments”), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that “all appropriate inquiry” is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.

Site Name/Address: 108 Broad Street, Jonesboro, Clayton County, Georgia

1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)?  No  Yes If yes, please explain.

2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)?  No  Yes If yes, please explain.

3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)?  No  Yes If yes, please explain.

4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)?  No  Yes

5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)?  No  Yes If yes, please explain.

6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)?  No  Yes If yes, please explain.

Please return this form with the signed and completed Agreement for Services.

## ASTM E1527-13 USER QUESTIONNAIRE

Proposal No: P49177371

## Request for Information and Documentation

In addition to the specific questions outlined above, the user is requested to provide the following information and documentation, as available. ASTM requires that this information, if available, be provided to the environmental professional prior to the site visit.

Item Supplied "X"	Not Applicable, Not Available or Not Known "X"	Item Requested (See Proposal)	Contacts/Comments or Indicate Attachment
		Point of Contact for Access	Name/Phone:
		Current Site Owner	Name/Phone:
		Current Facility Operator	Name/Phone:
		Contacts for Prior Owners	Name/Phone:
		Contacts for Prior Occupants	Name/Phone:
		Access Restrictions	
		Notification of Special Requirements Regarding Confidentiality	
		Legal Description and Diagram / Survey of Site	
		Chain of Title with Grantor/Grantee Summary (back to 1940 or first developed use)	
		Reasons for Conducting ESA	

Please return this form with the signed and completed Agreement for Services.

## ASTM E1527-13 USER QUESTIONNAIRE

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**Helpful Documents Checklist**

Pursuant to ASTM E1527-13 § 10.8, do you know whether any of the following documents exist related to the subject property and, if so, whether copies can and will be provided to the environmental professional? Check all that apply.

- Environmental site assessment reports
- Environmental compliance audit reports
- Geotechnical studies
- Reports regarding hydrogeologic conditions on the property or surrounding area
- Registrations for above or underground storage tanks
- Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
- Registrations for underground injection systems
- Environmental permits/plans, solid waste permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits, SPCC plans

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Name (Authorized Client Representative)

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Title

---

Signature

---

Date

Please return this form with the signed and completed Agreement for Services.

## DETAILED SCOPE OF SERVICES

### 1.0 PROJECT INFORMATION

Based on a review of the provided information and information obtained from the Clayton County Georgia Tax Assessor, we understand the site consists of a single parcel of land totaling approximately 0.07 acres (Clayton County Parcel No. 13241D B004) located at 108 Broad Street in Jonesboro, Clayton County, Georgia. Terracon further understands the site is developed with a single-story, approximate 2,772 square-foot commercial building reportedly constructed in 1945. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

### 2.0 SCOPE OF SERVICES

#### 2.1. Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

#### Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

#### Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps
- Aerial photographs (approximate 10 to 15 year intervals)
- City directories (approximate 5 year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information

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- Site title search information, if provided by client
- Environmental liens, if provided by client
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical reports, if provided by the client

Pursuant to ASTM E1527-13, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for environmental liens currently recorded against or relating to the site. If the client is unable to provide land title records or environmental lien information, an abstract firm may be contracted by Terracon to develop a chain of title from a review of land title records for an additional fee. Documentation of environmental liens, if recorded, will be provided with the chain of title. Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records. If a search of land title records for environmental lien and activity and use limitations (AULs) encumbering the site is not provided for review in a timely manner, Terracon may conclude that the absence of these records represents a data gap, which must be evaluated and documented in the final report.

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

### REC Definition

Recognized Environmental Conditions are defined by ASTM E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

### Regulatory Records Review

Consistent with ASTM E1527-13, outlined below are the following federal, state, and tribal databases, where applicable are typically reviewed for indications of RECs, and the approximate minimum search distance of the review from the nearest property boundary. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

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Governmental Records	Search Distance
Federal NPL Site List	1.0 mile
Federal NPL (Delisted) Site List	0.5 mile
Federal CERCLIS Site List	0.5 mile
Federal CERCLIS NFRAP Site List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS) TSD Facilities List	1.0 mile
Federal RCRA Non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Site and Adjoining
Federal Institutional Control/Engineering Control Registries	Site Only
Federal ERNS List	Site Only
State and Tribal-Equivalent NPL Site Lists	1.0 mile
State and Tribal-Equivalent CERCLIS Lists	0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking UST Lists	0.5 mile
State and Tribal Registered UST Lists	Site and Adjoining
State and Tribal Institutional Control/Engineering Control Registries	Site Only
State and Tribal VCP Site Lists	0.5 mile
State and Tribal Brownfield Site Lists	0.5 mile

Tribal databases will only be evaluated if the site is located in an area where a recognized tribe has jurisdiction for environmental affairs.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes up to two hours of regulatory agency file and/or records review. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

### Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

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- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public right-of-ways.

### **Report Preparation**

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services. Prior to final report issuance, the client may request paper copies at a charge of \$50.00 per report copy.

## **2.2 Additional Services Beyond Base ESA**

At the direction of the client, additional services beyond the scope of the base Phase I ESA have not been included.

## **2.3 Additional Services Not Included**

Although not specifically required by ASTM E1527-13, the following services may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Radon Records Review
- Visual observations for asbestos and lead-based paint (LBP)
- Asbestos and/or LBP sampling
- Lead in Drinking Water Records Review
- Wetlands records review and/or delineation
- Threatened/Endangered Species Records Review
- Historic Properties/Archaeological Resources Review

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- ASTM E 2600-10 Vapor Encroachment Screen

At the client's request, Terracon can also provide proposals for facility engineering services including property condition assessments, roofing inspections, curtain wall evaluations, structural surveys and mechanical surveys.

## 2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report will be submitted within **10 business days** after receipt of your written notice to proceed, assuming site access can be obtained within three days after the notice to proceed.

In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services
- The completed ASTM E1527-13 User Questionnaire, supplied as an attachment to this proposal
- Right of entry to conduct the assessment, including access to building interiors
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist)
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.)
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site
- Information about environmental liens and AULs for the site, if any
- Specialized knowledge or experience that is material to RECs in connection with the site, if any
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties
- Land title records

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

## 2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of the City of Jonesboro, GA (client). Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$250.00 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

## 2.6 Scope and Report Limitations

The findings and conclusions presented in the final report will be based on the site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of

## Proposal for Phase I Environmental Site Assessment

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the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

### 3.0 COMPENSATION

Phase I ESA Services	Fee	Authorized by Client Yes / No
<b>Phase I ESA Services - Lump Sum - (includes items outlined in Section 2.1. Cost to contract an abstract firm to develop a chain of title with environmental lien and AUL search is not included in this fee.)</b>	\$2,150	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Optional Services (only if requested)</b>		
Chain of title with environmental lien and AUL search – fee is per land parcel and assumes the parcel is undivided	\$450	<input type="checkbox"/> Yes <input type="checkbox"/> No
Environmental lien and AUL search only - fee is per land parcel and assumes the parcel is undivided	\$150	<input type="checkbox"/> Yes <input type="checkbox"/> No

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Jonesboro ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant to Client on the Phase I Environmental Site Assessment, 108 Broad Street, Jonesboro, Clayton County, Georgia project ("Project"), as described in the Project Information section of Consultant's Proposal dated 05/17/2017 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but no exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined sing limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

**10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

**11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

**12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

**13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract document and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

**14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

**15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

**16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

**17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By:   
 Name/Title: **Jason B. Holloway / Senior Project Environmental Scientist**  
 Address: **2105 Newpoint PI Ste 600**  
**Lawrenceville, GA 30043-5557**  
 Phone: **(770) 623-0755** Fax: **(770) 623-9628**  
 Email: **Jason.Holloway@terracon.com**

Client: **City of Jonesboro**  
 By: \_\_\_\_\_  
 Name/Title: **Ricky L. Clark, Jr., CMC / City Administrator**  
 Address: **124 North Avenue**  
**Jonesboro, GA 30236**  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: **rclark@jonesboroga.com**



**CITY OF JONESBORO, GEORGIA COUNCIL**  
**Agenda Item Summary**

## Agenda Item #

5.H

**COUNCIL MEETING DATE**

June 5, 2017

### Requesting Agency (Initiator)

### Sponsor(s)

## Office of the City Manager

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

## Discussion regarding a parking solution for North Main Street between West Mill Street and Church Street.

**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)

## Transportation Infrastructure

## 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.)*

Over the past few years, parking situations on Main Street between West Mill Street and Church Street have continued to be problematic. Based upon complaints of business owners, parking in front of the businesses are taken up for long periods of the day by employees of the businesses; hence, patrons have to park on the other side of the street. In addition to the problematic parking issues, those visitors parking closer to Church Street have a dangerous time pulling out onto Main Street due to a limited sight distance.

Based upon the ever-growing need to revitalize the Central Business District, staff is recommending an elimination of all parallel parking spaces. After speaking with members of the DDA, it was recommended that parking be limited to 2 hours parking or some matrix of limited parking. Given the fact that personnel would have to be hired to enforce parking, we feel that from an economical standpoint, it's better to simply remove the parking all together.

Long range plans include extending the sidewalk to allow for potential curb-side seating for potential restaurant sites and also additional landscaping as an effort to soften the physical aesthetics of the corridor. (See example image below)

## **FOLLOW-UP APPROVAL ACTION (City Clerk)**

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**Typed Name and Title**

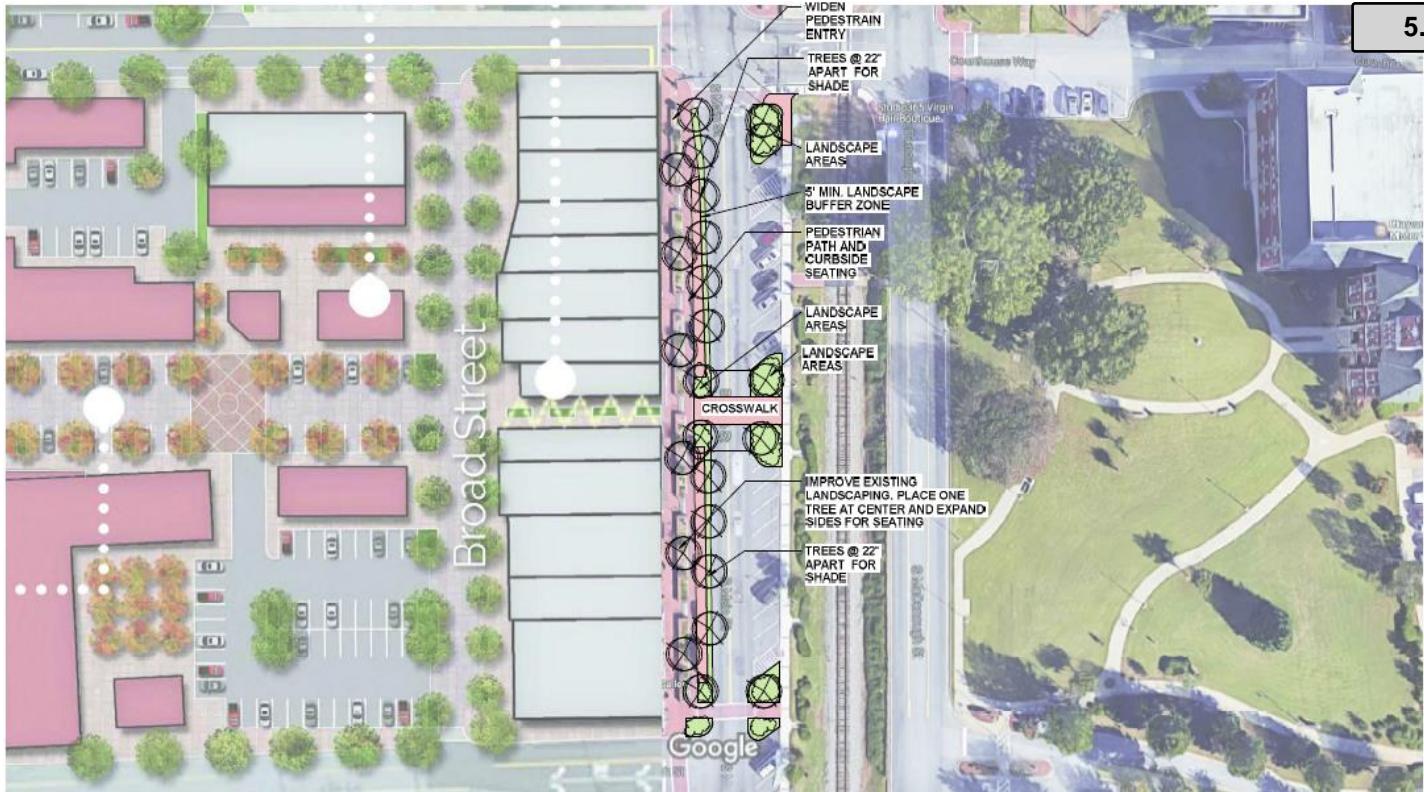
Typed Name and Title  
**Ricky Clark, City Manager**

Date

Date

**Signature**

## **City Clerk's Office**



Should Council approve the elimination of parking, staff proposes a meeting with the businesses to facilitate a question and answer session as to the reasoning behind the elimination of parking. Further, staff recommends a period of 30-60 days, with signage indicative of the forthcoming changes, prior to implementation.

**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)*

**Discussion**



# CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

6.A

COUNCIL MEETING DATE

June 5, 2017

Requesting Agency (Initiator)

City Council

Sponsor(s)

Mr. Dixon

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

Council to consider, lifting from table, Jonesboro Youth City Government as requested by Councilman Alfred Dixon.

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.)*

Councilman Dixon has requested that this item be discussed amongst Mayor & Council. Councilman Dixon is proposing the establishment of a Jonesboro Youth City Government to provide an opportunity for the youth of the City to acquire a greater knowledge of and appreciation for the American political system through active participation in that system.

Councilman Dixon to provide additional details.

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)*

Discussion

## FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky Clark, City Manager	Date June, 5, 2017	05/01/17      City Council      OLD BUSINESS Next: 05/08/17
Signature	City Clerk's Office	05/08/17      City Council      TABLED Next: 06/05/17
		Packet Pg. 56



## JONESBORO YOUTH CITY GOVERNMENT

### CHARTER

#### PURPOSES:

1. To provide an opportunity for the youth of the City Of Jonesboro to acquire a greater knowledge of and appreciation for the American political system through active participation in that system.
2. To help the Mayor and City Council to solve the problems and accomplish the goals of this community by working directly with the representatives of the youth.
3. To serve the youth of the City of Jonesboro by:
  - A. Informing the Jonesboro Municipal government of the needs and wishes of the youth.
  - B. Planning and implementing social, educational, cultural and recreational activities for youth.
  - C. Working with the Mayor, City Council, City Department Heads, schools, Chamber of Commerce, civic clubs and service organizations to provide service and leadership opportunities for the youth of the City.
  - D. To instill a feeling of positive self worth and esteem. To teach respect for the rights and property of others. To promote community pride and to eliminate potential negative influences among our future community leaders.

JONESBORO YOUTH CITY GOVERNMENT (JYCG)

May consist of a Youth Mayor, five or seven Youth City Council (YCC) members, Recorder, Treasurer, Parliamentarian Historian and committee chairs as required who are selected by the JYCG advisors and a selection committee and approved by the Youth City Council and the Mayor of the City of Jonesboro and advisors(s) (positions may be held by Council members when there is not enough youth to fill all positions).

#### DUTIES AND RESPONSIBILITIES OF THE YOUTH CITY COUNCIL

1. To meet once a month to conduct business or as required.
2. To develop and adopt, by majority vote, a Youth City Government Charter.
3. To modify this Charter as needed by a majority vote.
4. To present to the Mayor and City Council this Charter and all amendments for their approval.
5. To select one of its members to act as temporary Youth Council Mayor (Mayor Pro-Temp) when the Youth Mayor is absent
6. To appoint Committee chairman and members to designated committees.
7. To appoint a Youth City recorder, with the responsibility of attending all meetings and taking minutes of said meetings.
8. To appoint a Treasurer, with the responsibility to track and report financial matters to Jonesboro Youth City Government.
9. To appoint a Parliamentarian, with the responsibility to keep the Charter up to date and educate the Council about parliamentary procedure.
10. To appoint a Historian with the responsibility to update the JYCG scrapbook and to act as Deputy Recorder.
11. To pass motions and resolutions as necessary by a majority vote. A majority vote is one vote more than one half the voting members who are present.
12. To carry out the purposes of the Jonesboro Youth City Government as outlined in this Charter.

13. To plan activities for the youth of the community, coordinating all such activities with The City of Jonesboro Mayor and and the Youth City Government Advisors.

## COMMITTEES

The Jonesboro Youth City Government may have five permanent committees to assist the Council in carrying out their plans, goals and projects. Each committee shall have a chair and as many members as deemed necessary by the chair and the Youth City Council. The members of the committees are to be appointed by the Youth City Council with the approval of the Youth Mayor, Youth City Council, and Youth advisor(s). Committee membership shall be for one (1) year period (committees may be combined as needed). Permanent committees shall be named as follows:

1. Committee for Service Projects
2. Committees for Special Events (Including Jonesboro Days, Downtown Street Festival, City Of Jonesboro Scarecrow Contest, Clayton County Field Day and Clayton County Special Olympics)
3. Committee for Public and Media Relations
4. Committee for Fund Raising
5. Committee for Education/Training

## SELECTION PROCESS FOR YOUTH CITY GOVERNMENT

1. Submit application and supporting documentation to the City of Jonesboro.
2. Applications are reviewed by JYCG advisors. A review committee may be appointed to aid in the review/recommendation process.
3. Recommendations are presented to the City of Jonesboro Mayor and advisors for approval.
4. Applications for the position of Council member will be solicited and accepted between May 1 and May 31.

5. All other positions shall be chosen by the Youth Council members by July 15.

#### QUALIFICATIONS TO SERVE ON JONESBORO YOUTH CITY GOVERNMENT

1. Must be a resident of the City Of Jonesboro; Inside The City Limits
2. Must attend a Clayton County Public School, Private Institution, or home school.
3. Must be between the ages of 6th grade to 12th grade while serving on the JYCG and between the ages of 9th and 12th grade to serve as council member or youth mayor. The Council and Youth Mayor must maintain passing grades a 2.5 Grade Point Average. All Jonesboro youth are encourage to participate as committee chairs or as committee members.
4. Must maintain good citizenship.
5. Must demonstrate community interest and a willingness to serve the youth and community of Jonesboro.

#### REQUIREMENTS TO REMAIN ON THE JONESBORO YOUTH CITY GOVERNMENT

1. Recorder, Parliamentarian, Historian and Treasurer must attend a minimum of 80% of all JYCG meetings.
2. Committee Chairs and Committee members must attend a minimum of 80% of all Committee meetings and Youth Council meetings at which their committee has business before the Council.
3. Committee Chairs must report to the Youth Council at least one a month.
4. Must fulfill the responsibilities of the office held.
5. Must set a good example for the youth of the community.

NOTE: JYCG members can be removed from office upon violation of one or more of the above criteria and by a majority vote of the JYCC or may be placed on probation for a period recommended by the Youth Mayor and approved by the Youth Council. Individuals removed from JYCC have 10 days in which to submit a written appeal. The JYCC has 10 days to review the appeal and provide a response. The decision of the JYCC is final.

## LIMITATIONS ON THE JONESBORO YOUTH CITY COUNCIL AUTHORITY

1. The Jonesboro Youth City Council must have a quorum in order to conduct business. A quorum is one more than half.
2. The Charter and all amendments to the Charter are to be approved by the Youth Council with concurrence by the City of Jonesboro Mayor and City Council.
3. The agendas of all Jonesboro Youth City Government meetings are to be posted publicly at least 24 hours in advance of each meeting.
4. All activities are to be coordinated with the Jonesboro Youth City Government Advisor and the City of Jonesboro Mayor.

## TERMS

1. Terms of the Youth Mayor/Council, Committee Chairs and members will be concurrent with the school year. (Actual term being from September 1 to August 31st.)
2. If a Youth City Government member has previously been removed for cause, they may apply the next year. If chosen as a member they will be placed on an automatic probation period of 90 days.
3. The Youth Mayor will be chosen from the position of Youth City Council member by the currently serving Youth City Council members, by a majority vote. (In case of a tie, the JYCG advisor will vote.) Qualifications to be JYCG Mayor are:
  - 1) Served on the JYCG for one year,
  - 2) Meet the qualifications for service on the JYCG
  - 3) Maintain requirements to remain on the JYCG.

## VACANCIES

Any vacancy on the JYCG, either by removal or by resignation, shall be filled by nomination of the Youth Mayor with the advice and consent of the Youth City Council.

## SWEARING IN

Swearing in of the newly elected officers shall take place in September or in the case of replacement members the first City Council meeting after appointment.

## JONESBORO YOUTH CITY GOVERNMENT ADVISOR

The Jonesboro Youth City Government shall have at least 2(two) advisors. Must be at least 21(twenty-one) years old The advisor will attend Youth City Government meetings and become involved, in the advisory role only, in all Youth City Government activities. The advisor shall be a resident of Clayton County, Georgia with approval from the City of Jonesboro Mayor and Council.

## JONESBORO YOUTH CITY GOVERNMENT MEETING DATES AND TIME

The JYCG will meet every third Saturday 9:00 a.m.  
at Jonesboro City Hall located at 124 North Ave. Jonesboro, Ga 30236

THE CITY OF JONESBORO, GEORGIA  
124 North Ave.  
Jonesboro, Georgia 30236  
E-Mail: [adixon@jonesboroga.com](mailto:adixon@jonesboroga.com)  
Phone:678.622.6503  
Hours: 8:00 AM - 5:00 PM