



CITY OF JONESBORO
Regular Meeting
170 SOUTH MAIN STREET
February 12, 2018 – 6:00 PM

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

Agenda

- I. CALL TO ORDER - MAYOR PRO TEM PAT SEBO**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- V. ADOPTION OF AGENDA**
- VI. PRESENTATIONS**
- VII. PUBLIC HEARING - NONE**
- VIII. PUBLIC COMMENT (PLEASE LIMIT COMMENTS TO THREE (3) MINUTES)**
- IX. MINUTES**
 - 1. Consideration of the Minutes of the December 11, 2017 Regular Meeting.
 - 2. Consideration of the Minutes of the January 8, 2018 Regular Meeting.
 - 3. Consideration of the Minutes of the February 5, 2018 Work Session.
- X. CONSENT AGENDA - NONE**
- XI. OLD BUSINESS**
 - 1. Council to consider approval of architectural drawings for proposed storage building to be located at Lee Street Park.
- XII. NEW BUSINESS**

1. Council to consider approval of Agency Application & Participation Agreement between the Jonesboro Police Department and the Georgia Association of Chiefs of Police.
2. Council to consider approval of agreement with Public-Private Partnership Project Management and the City of Jonesboro to perform consulting services necessary for the Broad Street revitalization project.

XIII. OTHER BUSINESS

1. Executive Session for the purpose of discussing the conveyance of real estate.
2. Consider any action(s) if necessary based on decision(s) made in the Executive Session

XIV. ADJOURNMENT

**CITY OF JONESBORO
REGULAR MEETING
170 SOUTH MAIN STREET
December 11, 2017 – 6:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Regular Meeting on Monday, December 11, 2017. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

AGENDA

- I. CALL TO ORDER - MAYOR JOY B. DAY**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**

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

- III. INVOCATION - LED BY WILLIAM WELLS**
- IV. PLEDGE OF ALLEGIANCE**
- V. ADOPTION OF AGENDA**

- 1. Motion to adopt agenda with following amendment:

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

- 1. **FY' 17 Budget Amendment #17-02 to be moved under Old Business.**

VI. PRESENTATIONS –

At this time Mayor Day presented Councilman Jack Bruce with a plaque thanking him for his service to the City of Jonesboro.

- VII. PUBLIC COMMENT (PLEASE LIMIT COMMENTS TO THREE (3) MINUTES)**
- VIII. MINUTES**

Minutes Acceptance: Minutes of Dec 11, 2017 6:00 PM (MINUTES)

1. Consideration of the Minutes of the November 13, 2017 Regular Meeting.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Pat Sebo, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Bruce, Dixon, Powell, Sebo, Wise

2. Consideration of the Minutes of the November 20, 2017 Special Called Meeting.

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

3. Consideration of the Minutes of the December 4, 2017 Work Session.

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

IX. CONSENT AGENDA

1. Motion to approve Consent Agenda.

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

2. Council to consider Resolution No. 2017- 10 authorizing the submission of a Community Development Block Grant Application for the Broad Street Plaza project.
3. Council to consider regarding approval of the FY' 18 Holiday Calendar.
4. Council to consider Resolution participation in the Georgia Fund 1 Investment Pool Account.
5. Council to consider cost-sharing for Main Street Banners with the Downtown Development Authority.
6. Council to consider changing the January 2, 2018 Worksession to be held in conjunction with the Regular Meeting on January 8, 2017.
7. Council to consider planning proposal for additional services on Broad Street from TSW & Moore Bass Consulting.

X. OLD BUSINESS

1. Council to consider FY' 17 Budget Amendment #17-02.

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

XI. NEW BUSINESS

1. Council to consider awarding RFP for Broad Street Demolition.

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

XII. OTHER BUSINESS

XIII. ADJOURNMENT

1. Motion to adjourn.

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

JOY B. DAY – MAYOR

RICKY L. CLARK, JR. – CITY MANAGER/CLERK

Minutes Acceptance: Minutes of Dec 11, 2017 6:00 PM (MINUTES)

**CITY OF JONESBORO
REGULAR MEETING
170 SOUTH MAIN STREET
January 8, 2018 – 6:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Regular Meeting on Monday, January 8, 2018. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

**CITY OF JONESBORO
REGULAR MEETING
170 SOUTH MAIN STREET
January 8, 2018 – 6:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Regular Meeting on Monday, January 8, 2018. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

- I. CALL TO ORDER - MAYOR JOY B. DAY**
- II. ADMINISTRATION OF OATH OF OFFICE - MAYOR JOY B. DAY**
 - 1. Councilman Bobby Lester - term to expire December 31, 2021
 - 2. Councilman Billy Powell - term to expire December 31, 2021
 - 3. Councilwoman Patricia Sebo - term to expire December 31, 2021
- III. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**

Attendee Name	Title	Status	Arrived
Joy B. Day	Mayor	Present	
Larry Boak	Councilmember	Present	
Alfred Dixon	Councilmember	Present	
Billy Powell	Councilmember	Present	
Pat Sebo	Councilmember	Present	
Ed Wise	Councilmember	Present	
Bobby Lester	Councilmember	Present	
Ricky L. Clark	City Manager	Present	
Pat Daniel	Assistant City Clerk	Present	
Franklin Allen	Chief of Police	Present	
Joe Nettleton	Public Works Director	Present	
Cable Glenn-Brooks	Executive Assistant	Present	

- IV. INVOCATION - (MOMENT OF SILENCE)**
- V. PLEDGE OF ALLEGIANCE**

Minutes Acceptance: Minutes of Jan 8, 2018 6:00 PM (MINUTES)

VI. ADOPTION OF AGENDA

1. Motion to approve agenda with the following amendments:

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

1. Council to consider approval of Resolution 2018-01 requesting the introduction and passage of local legislation providing for the revision of the corporate city limits of the City of Jonesboro.
2. Council to remove from the agenda, Executive Session.

VII. ANNUAL APPOINTMENTS

1. Council to consider appointment of Mayor Pro-Tem for 2018.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ed Wise, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

Nomination made by Councilman Ed Wise to appoint Pat Sebo as Mayor Pro-Tem 2018.

2. Council to consider reappointment of City Manager - Ricky L. Clark, Jr.

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

3. Council to consider reappointment of Police Chief - Franklin Allen

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Lester, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

4. Council to consider reappointment of Public Works Director - Joe Nettleton

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Billy Powell, Councilmember
SECONDER:	Bobby Lester, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

5. Council to consider reappointment of City Attorney - Steve Fincher

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

6. Council to consider reappointment of Municipal Court Judge - Keith Wood

Minutes Acceptance: Minutes of Jan 8, 2018 6:00 PM (MINUTES)

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

7. Council to consider reappointment of Municipal Court Solicitor - Jerry Patrick

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

8. Council to consider reappointment of the following Urban Redevelopment Agency Board Members for a term to expire January 1, 2019: Joy B. Day (Chairman), Jule Segner (Vice Chairman), Pat Sebo (Board Member), Helen Meadows (Board Member), Ed Wise (Board Member), Ricky L. Clark, Jr., (Secretary).

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

9. Council to consider appointment of the following Accident Review Committee Members for a term to expire January 1, 2019: Joy B. Day (Chairman), Ricky L. Clark, Jr. (City Manager), Joe Nettleton (Public Works Director), Phillip Perry (Accident Reconstructivist), Mayor's Appointee.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ed Wise, Councilmember
SECONDER:	Bobby Lester, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

10. Council to consider reappointments to the City of Jonesboro Ethics Commission for a term to expire January 1, 2021. (Pursuant to Section 2-255 of the Jonesboro Code of Ordinances). Members - Jule Segner & B.J. Burrell

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pat Sebo, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

11. Council to consider reappointment of Arlene Charles to the Jonesboro Historic Preservation Commission for a term to expire January 1, 2019

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

12. Council to consider reappointment of Betsy Wester to the Jonesboro Historic Preservation Commission for a term to expire January 1, 2020 (Three Year Term).

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

VIII. PRESENTATIONS - NONE

IX. PUBLIC COMMENT (PLEASE LIMIT COMMENTS TO THREE (3) MINUTES) - NONE

X. MINUTES

XI. PUBLIC HEARING

1. Public Hearing regarding the adoption of the Official Zoning Map for the City of Jonesboro.

RESULT:	CLOSED
<i>At this time, Mayor Day opened the Public Hearing. As none were present to speak, the Public Hearing was duly adjourned.</i>	

2. Public Hearing regarding Ordinance 2018-001B to amend the Code of Ordinances, City of Jonesboro by amending Section 86-204 (Table of Uses Allowed by Zoning District) in Article VI (Conditional Uses) of Chapter 86.

RESULT:	CLOSED
<i>At this time, Mayor Day opened the Public Hearing. As none were present to speak, the Public Hearing was duly adjourned.</i>	

3. Public Hearing regarding Ordinance #2018-003 to adopt a new Telecommunications Towers and Antennas Ordinance.

RESULT:	CLOSED
<i>At this time, Mayor Day opened the Public Hearing. As none were present to speak, the Public Hearing was duly adjourned.</i>	

XII. CONSENT AGENDA - NONE

XIII. OLD BUSINESS - NONE

XIV. NEW BUSINESS

1. Council to consider approval of proposal to abate asbestos at 112 Broad Street.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ed Wise, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

2. Council to consider approval of SESAC Music Performance License.

Minutes Acceptance: Minutes of Jan 8, 2018 6:00 PM (MINUTES)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pat Sebo, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

3. Council to consider the adoption of the Official Zoning Map, as required by Section 86-74 of the Jonesboro Code of Ordinances.

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

4. Council to consider Ordinance #2018-001A to amend the Code of Ordinances, City of Jonesboro, by amending Article III (Reserved) of Chapter 18 (Businesses) therein to include a new Article III (Miscellaneous Businesses) and Division 1 (Hookah Lounges and Smoking Bars).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pat Sebo, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

5. Council to consider approval of Ordinance 2018-001B to amend the Code of Ordinances, City of Jonesboro by amending Section 86-204 (Table of Uses Allowed by Zoning District) in Article VI (Conditional Uses) of Chapter 86 (Zoning).

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Ed Wise, Councilmember
SECONDER:	Pat Sebo, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

Amendment - Conditional Use only in C2 District.

6. Council to consider Ordinance #2018-02 to amend the Code of Ordinances, City of Jonesboro, Georgia by adding Article II ("Utility Accommodation Policy") to Chapter 58 ("Streets, Sidewalks and Other Public Places") to administer and regulate the public rights-of-way in the public interest.

RESULT:	ADOPT [UNANIMOUS]
MOVER:	Alfred Dixon, Councilmember
SECONDER:	Ed Wise, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

7. Council to consider Ordinance #2018-03 amending the Code of Ordinances of the City of Jonesboro to repeal in its entirety Chapter 70 "Telecommunication Towers and Antennas" and to enact new regulations in lieu thereof.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Pat Sebo, Councilmember
SECONDER:	Billy Powell, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

8. Council to consider Ordinance #2018-004 to amend the Code of Ordinances, City of Jonesboro by revising Chapter 34 ("Environment") Article II ("Soil Erosion, Sedimentation and Pollution Control") to provide for amendments as required by the State of Georgia.

Minutes Acceptance: Minutes of Jan 8, 2018 6:00 PM (MINUTES)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Billy Powell, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

9. Council to consider Resolution #2018-001 requesting the introduction and passage of local legislation providing for the revision of the corporate city limits of Jonesboro.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pat Sebo, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

XV. OTHER BUSINESS

XVI. ADJOURNMENT

1. Motion to adjourn at 6:38 p.m.

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

Mayor Joy Day

Ricky L. Clark, Jr., City Manager

Minutes Acceptance: Minutes of Jan 8, 2018 6:00 PM (MINUTES)

**CITY OF JONESBORO
WORK SESSION
170 SOUTH MAIN STREET
February 5, 2018 – 6:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Work Session on Monday, February 5, 2018. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

I. CALL TO ORDER - MAYOR JOY B. DAY

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

Attendee Name	Title	Status	Arrived
Joy B. Day	Mayor	Present	
Larry Boak	Councilmember	Present	
Alfred Dixon	Councilmember	Present	
Billy Powell	Councilmember	Present	
Pat Sebo	Councilmember	Present	
Ed Wise	Councilmember	Remote	
Bobby Lester	Councilmember	Present	
Ricky L. Clark	City Manager	Present	
Franklin Allen	Chief of Police	Present	
Joe Nettleton	Public Works Director	Present	
Pat Daniel	Assistant City Clerk	Present	

III. INVOCATION - LED BY MR. WILLIAM WELLS

IV. WORK SESSION

- A. Discussion regarding architectural drawings of new storage building to be located at Lee Street Park.

RESULT:

**NO ACTION TAKEN
Next: 2/12/2018 6:00 PM**

V. OTHER BUSINESS

Minutes Acceptance: Minutes of Feb 5, 2018 6:00 PM (MINUTES)

- A. Executive Session for the purpose of discussing Real Estate, Personnel Related Matters & Pending or Potential Litigation.

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

- B. Motion to adjourn Executive Session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pat Sebo, Councilmember
SECONDER:	Alfred Dixon, Councilmember
AYES:	Boak, Dixon, Powell, Sebo, Wise, Lester

- C. Motion to approve Resolution #2018-002 authorizing the Mayor & City Manager to begin negotiations to lease the Firehouse Museum. Such lease shall be presented to Mayor & Council for approval.

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

VI. ADJOURNMENT

- A. Motion to adjourn.

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

JOY B. DAY – MAYOR
ADMINISTRATOR

RICKY L. CLARK, JR. – CITY

Minutes Acceptance: Minutes of Feb 5, 2018 6:00 PM (MINUTES)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

11.1

- 1

COUNCIL MEETING DATE
February 12, 2018

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Council to consider approval of architectural drawings for proposed storage building to be located at Lee Street Park.

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

FY' 18 Budget

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.)

During FY' 18 Budget deliberations, it was requested to bring forth information/quotes regarding the erection of a storage facility on the premise of Lee Street Park. In order to move forward with Construction Documents, architectural drawings must be provided.

The local architect of the Park, Joel Aviles, has prepared a quote in the amount of \$5500.00 for the drawings.

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.)

- 17080-Lee Street Park Storage Bldg Proposal

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

Discussion

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

February, 12, 2018

02/05/18

City Council

NO ACTION TAKEN

Signature

City Clerk's Office



Date: January 4, 2018
 To: Joe Nettleton – Public Works Director
 City of Jonesboro, Georgia
 Re: **Architect's Scope of Services Agreement**
 Project: New Storage Building to be located at Lee Street Park

Article I. Scope of Services:

1. Provide design and architectural drawings for the construction of a new storage building at Lee Street Park. Such storage is 26x26 or 676 gross square feet (576 net square feet) and is to match existing structures in form and materials.
2. Architectural, Structural, Mechanical and Electrical Drawings provided are as follow, but not limited to:
 - a. Floor Plans and Elevations for construction, permitting and pricing.
 - b. Walls, Doors, and Window schedules.
 - c. Exterior Wall Sections.
 - d. Construction Details.
 - e. Foundation Plans.
 - f. Structural Framing Plans.
 - g. Electrical Layout showing power outlets, lights, and light switches and specifications to match existing.
 - h. Space Heater Locations and louvers to match existing structures.
 - i. Construction Specifications to match existing structures.
 - j. Construction Administration and Job Site Inspections.
3. Site Plan
 - a. A site plan showing location of proposed storage building within Lee Street Park and any sidewalk improvements.
4. Printing:
 - a. One original printed drawings with an electronic file, in PDF format, are included under the scope of services.

January 04, 2018

Article II. Excluded Services:

1. Additional print copies beyond original set. Printing expenses, when approved by client, shall be billed at architect's cost plus 10%. In house printing shall be billed at \$1.75 per 36x24 size sheets. No In-house printing in addition to original set shall be printed without client's prior approval.
2. Submittal Plan Review Fees by Authorities Having Jurisdiction (AHJ), Permit Fees, or any other fees charged by AHJ in relation to this project.
3. General Contractor shall process required building permits for construction.
4. Owner approved third-party fees in direct relation to the project.

Article III. Payments and Compensation:

1. The architect's compensation for the above services is: **\$5,500 (which includes \$3,000 for Construction Drawings and \$2,500 for Construction Administration and Inspections).**
2. Compensation shall be scheduled in the following phases:
 - a. Completion of Construction Drawings Phase: **\$3,000**
 - b. Completion of Construction Administration Phase: **\$2,500**
3. Payments are due and payable upon receipt of the Architect's monthly invoice or upon completion of drawing phases as described above. Amounts unpaid (30) days after the invoice date shall bear interest from the date payment is due at the rate of (1.5%) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

Article IV. Signatures:

1. The signature below authorizes Joel Aviles Architects, LLC to provide services as described under Article 1 - Scope of Services.

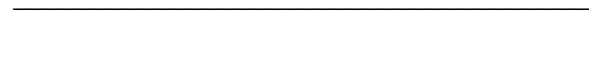
Joel Aviles Architects, LLC.



Joel Aviles, AIA, NCARB

January 04, 2018

Accepted By:



Client

Date



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

12.1

- 1

COUNCIL MEETING DATE
February 12, 2018

Requesting Agency (Initiator)

Police

Sponsor(s)

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

Council to consider approval of Agency Application & Participation Agreement between the Jonesboro Police Department and the Georgia Association of Chiefs of Police.

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

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

Yes

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.)

Certification is a progressive and time-proven way of helping law enforcement agencies calculate and improve their overall performances. The foundation of certification lies in the promulgation of standards containing a clear statement of professional objectives. Participating agencies conduct a thorough self-analysis to determine how existing operations can be adapted to meet these objectives. When the procedures are in place, a team of trained assessors verifies that applicable standards have been successfully implemented. The process culminates with a decision by a joint executive committee that the agency has met the requirements for certification.

Certification status represents a significant professional achievement. Certification acknowledges policies and procedures that are conceptually sound and operationally effective.

In recent years, the Police Department has hired an "Accreditation Manager" and now is ready to begin the official process of application.

The benefits of certification include:

- Confirmation that agency practices are consistent with progressive professional standards
- Greater operational and administrative effectiveness
- Enhanced understanding of agency policies and practices
- Greater public confidence in the agency
- Recognition in the field of outstanding achievement
- Reduced liability potential
- Greater governmental and community support

Fiscal Impact

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

\$375

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

February 12, 2018

Signature

City Clerk's Office

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

- Agency Application and Participation Agreement - Certification

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

Approval

STATE OF GEORGIA LAW ENFORCEMENT CERTIFICATION PROGRAM

(REVISED DECEMBER, 2014)

AGENCY APPLICATION & PARTICIPATION AGREEMENT

The Agency Application and Participation Agreement (hereinafter the "Agreement") is entered into between the: **JONESBORO POLICE DEPARTMENT**

(hereinafter referred to as the "Agency") and the Georgia Association of Chiefs of Police (hereinafter referred to as the "Association").

I. APPLICATION

The Jonesboro Police Department ("Agency") hereby applies to participate in the State of Georgia Law Enforcement Certification Program (GLECP) and affirms that it is committed to earning certification in accordance with the requirements set forth by the Association. The Agency and the Association agree to the provisions and terms set forth in this Agency Application and Participation Agreement, and to be bound by them in the execution of the Agreement.

A. AGENCY

Name of Law Enforcement Agency:

Jonesboro Police Department

Address:

170 South Main Street Jonesboro, Georgia 30236

Telephone: (770) 478-7407 FAX: (678) 479-1827

County: Clayton

Number of Authorized Full-time Sworn Personnel: 29

Number of Authorized Full-time Civilian Personnel: 7

Number of Authorized Part-time Sworn Personnel: 9

Number of Authorized Part-time Civilian Personnel: 0

Service Area Population: 4729 Square Miles: 2.63

Agency Chief Executive Officer: W. Franklin Allen, Chief

Certification Contact Person: Laurie Littlejohn

Telephone: (770) 478-7407 FAX: (678) 479-1827

Email: llittlejohn@jonesboroga.com

All correspondence should be sent to the agency at: (if different from above)

B. ASSOCIATION

The official address of the Association for all matters relating to the Certification Program is:

Mark Bender
 Director of the State of Georgia Law Enforcement
 Agency Certification Program
 Georgia Association of Chiefs of Police
 3500 Duluth Park Lane
 Suite 700
 Duluth, Georgia 30096
 Telephone: 770-495-9650
 E-mail: certification@gachiefs.com

II. PARTICIPATION AGREEMENT

The Agency and Association agree as follows:

A. PURPOSE AND LIMITATIONS OF THIS AGREEMENT

1. The purpose of this Agreement is to establish the terms of the relationship between the Agency and the Association and to establish their mutual responsibilities in the certification process.
2. It is understood that the Agency is not legally bound to participate in the Certification Program and that any responsibilities or expenses

incurred by the Agency pursuant to this Agreement have been assumed voluntarily.

3. It is further understood that the Agency participation in the Certification Program is contingent upon the continued approval of the chief executive officer of the Agency and the governing body.

B. AGENCY RESPONSIBILITIES

The Agency agrees to:

1. Provide all information requested by the Association in good faith and to the best of the Agency's knowledge and honest judgment. Such information should include documents, files, records, and other data required by the Association insofar as they may be provided in accordance with the laws and regulations of the State of Georgia and of the municipality/county of which the agency is a part.
2. Cooperate fully with the Association assessors during the on-site verification of the Agency's compliance with program standards. The agency further agrees to provide all necessary files, records, and facilities requested by the assessors.
3. Pay the Association a non-refundable application fee of \$375.00. The application expires three (3) years from the date of execution. The application fee is waived upon agency recertification.
4. Pay for the costs of assessors' travel, including gas, lodging, and parking, and \$75.00 per diem for the Team Leader and \$50.00 per diem for the assessor to cover meals and incidentals during the on-site evaluation. The per diem should be available to the assessment team upon their arrival at the agency.
5. If an agency is awarded a conditional certification by the Joint Review Committee (JRC) and a re-visit is necessary to insure compliance with any standard(s) found not in compliance during the initial on-site, the agency shall be responsible for a fifty dollar (\$50) per diem fee for the assessor conducting the re-visit.
6. Once certified, pay the Association an annual fee of \$375.00 during the entire certification period. This fee must be paid within sixty (60) days of the invoice due date of April 1st each year. (See "F. PENALTIES")
7. Agency will provide a minimum of one State Certified Assessor.

8. In order to maintain the integrity of the GLECP, the Association retains the right to conduct a follow-up inspection of an agency's certification files at any time during the contract period (36 months) after the agency is awarded certification. This inspection shall be done by the Director of the GLECP, or his/her designee. The purpose of this inspection is to insure that the certified agency is maintaining certification files on a timely and consistent basis. This inspection in no way constitutes any type of mock assessment nor is the agency responsible for any expenses. If, in the opinion of the person conducting the inspection, the files are found to be inadequate or insufficient, a letter to the CEO will be sent from the Association to inform the CEO of potential problems with the certification files. The purpose of this inspection is to help agencies with difficult standards and to maintain a level of performance needed to retain future certification.

C. ASSOCIATION RESPONSIBILITIES

The Association agrees to:

1. Provide all publications, documents, forms, instructions, and assistance as necessary for the Agency to participate in the certification process.
2. Provide trained assessors to the Agency for the purposes of conducting an on-site assessment of Agency compliance with relevant standards.
3. Review and evaluate all information and findings obtained from the assessment and advise the Agency of the results thereof.
4. Provide formal certification and other necessary materials to the Agency in recognition of the certification status.
5. If certification is not granted, advise the Agency of the reason for denial and the necessary steps to gain certification.
6. Send the Agency an invoice for the annual fee once the Agency is certified.

D. LENGTH OF CERTIFICATION

Certification shall be for a period of 36 months. Agencies wishing to be recertified at the end of this term will be expected to follow a procedure similar to the initial certification process and to comply with all guidelines then in effect.

E. MAINTENANCE OF AGENCY CERTIFICATION STATUS

1. Upon Certification by the Association, the Agency shall maintain compliance with all certification standards.
2. The Agency agrees to submit an annual report attesting to its continued compliance with all applicable standards. The Agency will notify the Association in the event that it cannot maintain compliance with any of the required standard(s).

F. PENALTIES

Certified Agencies that fail to pay the annual fee within sixty (60) days of the due date of April 1st will be invoiced an additional penalty fee of twenty-five dollars (\$25.00). If the annual fee has not been paid within ninety (90) days of the due date of April 1st, the Agency's Certification may be suspended by the Joint Review Committee.

G. MISCELLANEOUS

1. This agreement shall take effect upon execution by authorized representatives of the Agency and the Association.
2. The Agency retains the right to terminate this Agreement for any reason by submitting written notice to the Association that the Agency intends to withdraw from the certification process. In this event, all fees and costs paid to the Association by the Agency during and in connection with the certification process are nonrefundable.
3. The Association retains the right to terminate this Agreement if it determines that the Agency is not acting in good faith to honor the terms of the Agreement. The Association will submit written notice to the Agency's Chief Executive Officer if it chooses to exercise this privilege.

4. This document contains the full agreement of both parties. The parties to this Agreement acknowledge that there are no provisions, terms, or obligations other than those set forth herein.
5. The Georgia Association of Chiefs of Police or its designee will act on behalf of and in the name of the Association in all matters pursuant to this Agreement.
6. All disputes relative to this Agreement or any other matters pertaining to certification will be resolved by the Association following a hearing in which Agency representatives may participate.
7. Unless otherwise terminated by the Association or the Agency, this Agreement shall terminate on the _____ day of _____, _____. (To be completed by the Association)

III. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year appearing opposite the respective signatures.

Georgia Association of Chiefs of Police:

Signature / Director of State Certification Date

Agency Chief Executive Officer:

Signature / Title Date

Governmental Body Chief Executive Officer:

Signature / Title Date



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

12.2

- 2

COUNCIL MEETING DATE
February 12, 2018

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Council to consider approval of agreement with Public-Private Partnership Project Management and the City of Jonesboro to perform consulting services necessary for the Broad Street revitalization project.

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

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

Yes

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.)

Staff is proposing that the Council enter into an agreement with Public-Private Partnership Project Management to assist in obtaining Historic Tax Credits, project management, etc. for the Firehouse Museum Project.

Phase I, Public-Private Partnership Project Management will work with the City and DDA to verify the building's eligibility for tax credits (both historic and potentially rural downtown), come up with a conceptual renovation plan (with the assistance of TSW) and refine the project budget. During that period the City would pay the Firm \$5,800 (\$1,000 retainer and \$1,600/month for 3 months), and any costs that might be associated with TSW's work not included in their current contract. At the end Public-Private Partnership Project Management will provide the City and DDA with an assessment of the proposed costs and revenues of the project, including projections for the cost to get to the point of financing. If the City and DDA wish to proceed, Public-Private Partnership Project Management will move to Phase 2, if not, the City pays the balance of 1.5% of the budget (estimated at \$3,200) and that ends the City's obligation.

Phase 2, Public-Private Partnership Project Management work with TSW (or such architect as the City and DDA prefer) and an historic preservation consultant (selected by the City/DDA) to prepare a set of plans for the renovations that can be utilized to both apply for the tax credits and to start the process of selecting a general contractor. During this period the City pays the firm \$7,200 (\$2,400/month for 3 months) and any fees due the architect and historic preservation consultant. If at the end of Phase 2, the City and DDA feel the costs and potential revenues are worthwhile Public-Private Partnership Project Management proceed to Phase 3; if not, the City pays the balance of the 2% of the budget (estimated to be an additional \$4,800) and the contract ceases.

During Phase 3, Public-Private Partnership Project Management will work with the architect and the historic preservation consultant to finalize the design in compliance with historic preservation guidelines, negotiate the construction contract with the general contractor selected by the City/DDA and negotiate the construction/permanent financing with a local lender. During such time the City would pay the firm \$7,200 (\$2,400/month for 3 months) and Public-Private Partnership Project Management is paid the balance of unpaid fees from the loan proceeds. So if the project proceeds to a loan closing the City' outstanding obligation would be \$20,200, plus whatever charges there are from the architect and historic

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

February, 12, 2018

Signature

City Clerk's Office

The anticipated structure is that the DDA would be the owner/developer of the project and the debt incurred to develop the project would be paid from rents collected from a private tenant. As with any real estate transaction there are inherent risks. Since the DDA does not have credit, it will be difficult for the DDA to borrow the money for the project without either i) a credit worthy tenant on board before the construction begins (often difficult to do); or ii) the backing of the City in the form of an Intergovernmental Agreement.

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.)*

- Consulting Agreement - Public Private Partnership

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

CONSULTING AGREEMENT

This Agreement is made as of February __, 2018, by and between the City of Jonesboro, Georgia (the Client) and Public-Private Partnership Project Management, Inc. (Consultant).

The parties hereto agree as follows:

1. Consulting Services. The Client hereby retains Consultant and Consultant hereby agrees to perform consulting services under the terms and conditions contained in this Agreement. This Agreement shall commence on the date hereof and shall remain in effect through the date of Closing, unless earlier terminated pursuant to the provisions hereof.

2. Extent of Consulting.

(A). Primary Services: It is understood and agreed that the primary services to be performed by Consultant hereunder shall be to provide such consulting and assistance as may be necessary to assist in facilitating the design, financing, development and construction of certain parcels and structures in downtown Jonesboro (more particularly described in Exhibit A hereto), along with such other site improvements or other improvement as are necessary to provide for the sale, leasing or operations of such, (the "Project") and the negotiations of such agreements between the Client and architects, engineers, contractors, lenders or other parties as may be necessary to effectuate the transaction. Such services shall include those described under Primary Services in the attachment hereto.

(B). Additional Services: In addition to the services described above the Consultant, shall provide such additional services as are set forth in the attached Schedule of Services.

3. Amount of Payment. Consultant shall be paid the sum of eight (8%) percent of the Total Project Budget ("Total Project Budget" shall mean those sums required to acquire, construct, develop, furnish, equip, and finance the Project). For the purposes of establishing the monthly payments set forth below the initial estimated Total Project Budget is six hundred thousand dollars (\$600,000.00); provided however, the fees shall be adjusted to reflect the actual budget as approved by the Client.

4. Manner of Payment.

- (a) Client shall pay to consultant a retainer in the amount of one thousand dollars (\$1,000.00) to be applied to the total fee set forth below.
- (b) For those services rendered during Phase I of the Consulting Services, the Consultant shall be paid a fee of one and one-half (1.5%) percent of the Total Project Budget, payable in equal monthly installments of one thousand nine hundred dollars (\$1,900.00) for a period not to exceed three (3) months and the balance upon Closing as provided in (f) below; or the Client's decision to terminate the Project as set forth herein.



- (c) For those services rendered during Phase II of the Consulting Services, the Consultant shall be paid a fee of two (2.0%) percent of the Total Project Budget, payable in equal monthly installments of two thousand eight hundred dollars (\$2,800.00) for a period not to exceed three (3) months and the balance upon Closing as provided in (f) below; or the Client's decision to terminate the Project as set forth herein.
- (d) For those services rendered during Phase III of the Consulting Services, the Consultant shall be paid a fee of two (2.0%) percent of the Total Project Budget, payable in equal. monthly installments of two thousand eight hundred dollars (\$2,800.00) for a period not to exceed three (3) months and the balance as provided in (f) below.
- (e) For those services rendered during Phase IV of the Consulting Services, the Consultant shall be paid a fee of two and one-half (2.5%) percent, payable as a part of all draws or other expenditures for the actual construction and development of the Project.
- (f) At the Closing of the Project (Closing being defined as the date upon which funding is made available for the acquisition, construction, furnishing, and equipping of the Project), the Client shall pay to the Consultant an amount equal to the total amount of payment as described in Paragraph 3 above, less any payments previously made pursuant to the provisions of subsections (a) through (d) above, and those payments made pursuant to the provisions of subsection (e) above.

5. Location of Services: Consultant's services hereunder shall be performed at the offices of the Consultant, the location of the Project, or at such locations to be designated by the Client.

6. Reimbursement: In each instance in which Consultant shall be required to perform services outside of the Atlanta metropolitan area or the location of the Project, Consultant shall be entitled to reasonable reimbursement for travel expenses, meals, and lodging upon delivery to the Client of receipts for same.

7. Independent Contractor Status. Consultant acknowledges that it is solely an independent contractor and consultant, is not an employee of the Client, and is not entitled to any employment rights or benefits from the Client. Because of Consultant's independent contractor status, no tax withholding shall be made from the payments contemplated by Section 3 hereof. Consultant agrees to indemnify the Client for any tax liabilities or penalties it may incur by reason of Consultant's performance hereunder. If Consultant shall be deemed to be an employee of the Client for any purpose, Consultant shall indemnify and hold the Client harmless from and against any and all liabilities, costs, and expenses that the Client may incur by reason thereof, including, but not limited to, attorneys' fees and penalties.

8. Confidentiality. Client recognizes and acknowledges that the Consultant, in the conduct of its business, generates and comes into possession of confidential information, including but not limited to information furnished by professional, construction contractors, lenders, etc. ("Other Parties") concerning their business affairs, finances, properties, methods of operation, and other information.

Client recognizes and acknowledges that the business of and goodwill toward the Consultant depend, in part, upon the Consultant keeping such services and information confidential, and that unauthorized disclosure of said information would irreparably damage the Consultant. All such information, including information concerning the Other Parties who submit proposals for the Project or services rendered by the Consultant to such clients, is hereinafter collectively referred to as Confidential Information.

9. Nondisclosure. Client agrees that, except as directed by the Consultant, Client shall not at any time, during or after the term of this Agreement, use or disclose any Confidential Information or any other information designated as confidential or proprietary by the Consultant to any person whatsoever, or, except as authorized in writing by the Consultant, permit any person whatsoever to examine and/or take copies of any reports or any documents.

10. Injunctive Relief. Client acknowledges that breach of its obligations under either 8 or 9 hereof will give rise to irreparable injury to the Consultant, which injury will be inadequately compensable in money damages. Accordingly, the Consultant may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Client further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Client's legitimate business interests and are reasonable in scope and content.

11. Copies. Client shall cause any copies or reproductions of the Confidential Information made by Client to bear the copyright or proprietary notices contained in the original or such legends as the Consultant may require.

12. Return on Termination. Client shall, upon completion of the tasks assigned to Consultant, upon termination of Consultant's engagement hereunder, or upon demand, whichever is earliest, return to the Consultant any and all Confidential Information, or information or data related directly or indirectly thereto, including any copies or reproductions thereof, in Client's possession or control.

13. Work Product. The Consultant shall own all rights to any and all work product, processes, studies, flow charts, diagrams, devices and programs, inventions, original works of authorship, know-how, and other tangible or intangible material of any nature developed by Consultant or as a result of any of its services hereunder during the term hereof, whether or not performed during hours of service that would entitle Consultant to compensation hereunder, which either: (a) are performed at the request or direction of the Client or (b) augment or are used in conjunction with the Project. Client shall have no proprietary interest in any work product developed by Consultant during the course of Consultant's engagement hereunder, which work product is either performed at the request or direction of the Client or augments or is used in conjunction with the Project.

14. Compliance with Laws. Consultant agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes in the performance of its obligations under this Agreement. Consultant further agrees to hold harmless and indemnify the Client or the appropriate subsidiary or affiliate of the Client against any loss or damage, including reasonable

attorneys' fees, which may be sustained by reason of the failure of Consultant or its employee(s), agent(s), or subcontractor(s) to comply with any laws, ordinances, regulations, and codes.

15. Termination. The Client may terminate this Agreement forthwith and without further obligations hereunder any time prior to the delivery by Consultant of the deliverables specified for each Phase of this Agreement, subject only to payment of those fees specified for such Phase. Any such termination shall not affect any other rights to injunctive relief that the Consultant may have by reason of a breach of paragraph 7 or 8 hereunder. The Client may terminate this Agreement at any time prior to Closing, however, should the Client, within the period of twelve (12) months from the date of termination, enter into any Lease Agreement, Purchase and Sale Agreement, Finance Agreement or other agreement with any party with whom the Consultant has been in negotiation, for the acquisition, development, lease or financing of the Project, the Consultant will be deemed to have earned the full fee specified in paragraph 3 above for such Phase, and such shall become immediately due and payable.

16. Publicity. Consultant shall be allowed to use the name of the Client in sales or marketing publication or advertisement without the prior written consent of the Client.

17. Governing Law; Complete Agreement. This Agreement shall be governed by the laws of the State of Georgia. It constitutes the complete and conclusive agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement.

18. Severability. If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. Modification. This Agreement may only be changed in writing, executed on behalf of Consultant and the Client.

20. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail or registered or certified mail, postage prepaid, and properly addressed as follows:

To Consultant at: Public-Private Partnership Project Management, Inc.
205 Corporate Center Drive, Suite B
Stockbridge, GA 30281
And via fax to (770) 478-4555

To Client at: City of Jonesboro
124 North Avenue



Jonesboro, GA 30236
 Attention: City Manager
 And via fax to (770) 478-3775

or to such other address as the person to whom such notice is addressed shall have last designated by notice to the others.

21. **Subject Headings.** The headings in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

22. **Attorneys' Fees.** If any legal action or arbitration or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

23. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. As used herein, the term Client shall be deemed to refer to City of Harlem and any successor or assignee thereof.

This Agreement is executed as of the date first above written.

**PUBLIC-PRIVATE PARTNERSHIP
MANAGEMENT, INC.**

By: _____
 Kirby A. Glaze
 Its: President

CITY OF JONESBORO, GEORGIA

By: _____

 Its: _____

CONSULTING SERVICES

Phase I – Preliminary Project and Development Analysis

During this Phase, Consultant first shall assist in facilitating the development of a plan for presentation to the Client for the acquisition, design, development and/or management of the Project and assist in determining the concept of ownership and financing structure for the Project and the negotiations of such agreements between the Client and third parties which will include the general budget, schedule, design, preliminary scope of work and general assignment of project tasks, proposed ownership, financing structure and mechanisms, design and construction scheme and methodology, and the identification and retention of all necessary consultants, design professionals, project professionals and contractors needed for the successful completion and operation of the Project. Included therein shall be a determination as to the viability of utilizing the existing structures contained within the Project, the likelihood of qualification for historic tax credits and alternatives for development that would allow for construction and development to be performed in one or more stages.

Consultant will review and consult with the Client and Client's planners, architects, engineers, or other parties, regarding current and future plans for the Project, including any addition to the Project. Consultant shall recommend changes or alterations to any existing or proposed development plans as, in Consultant's opinion, are necessary to accommodate or improve the development of the Project, including assisting in the preparation, presentation, and adoption of the Master Plan currently being prepared by the Carl Vinson Institute of Government, such that said plan shall comply with the requirements of Georgia's Urban Redevelopment Law and constitute an Urban Redevelopment Plan for the City of Jonesboro thereunder.

Consultant shall meet with and negotiate with officials to determine available incentives, financings, or other economic assistance for the location and development of the Project and other components of the Project.

Consultant will regularly report to the Client and will keep the Client fully informed as to all aspects of these activities on the Project by providing a monthly report of activities, including a release suitable to provide the media.

Deliverables:

Consultant shall present a preliminary plan for the financing, development, design and construction of the Project to the Client within ninety (90) days of this Agreement.

Phase II – Schematic Design and Pricing

Upon the Client's approval, Consultant shall implement the preliminary plan, as modified or amended, based upon the Client's review and comment, including the negotiations with all appropriate officials, financing team, design, construction, and other project team members and proposals for Architects,



General Contractors and other Third Party Contractors, a proposed Project Budget including provisions for Consultant Fees and a suggested Project Schedule for the remainder of the Pre-Construction and Construction Phases, opening and operation of the Project. Consultant will regularly report to and consult with the Client and will keep the Client fully informed as to aspects of development, design, construction and operations of the Project.

Consultant shall coordinate with the Client on the availability and applicability of various grants, tax incentives, public funding, or other economic incentives that may be included as part of the overall financing package for the Project. The source of such may be from either public or private sources and available from a variety of entities, i.e. federal, state, regional or local. In addition, such may also include low interest loans. Consultant shall assist in the preparation and submittal of applications for any and all funding sources, provided however, Consultant does not provide direct grant writing services, with the exception that Consultant will assist in the preparation and submission of applications for the Department of Community Affairs Community Redevelopment Program. Consultant cannot guarantee the approval of incentive funds. Consultant's fees do not include fees for the placement or marketing of any tax credits that may be a source of funds for the Project.

Consultant shall use its best good faith efforts to conduct negotiations on behalf of the Client with such parties as Consultant and the Client may determine are reasonably necessary to obtain an appropriate Plan of Finance on such terms as Consultant reasonably believes can provide adequate Project Financing and which contemplates the development of the Project in accordance with the approvals of the Client. The preceding sentence, however, shall not diminish or impair the rights of the Client to approve the terms of any such Plan of Finance. The financing duties shall include, but not be limited to, the negotiation of a Project Budget on terms acceptable to the Client and that Client reasonably believes will be accepted by the parties who or which underwrite the terms of any applicable Financing.

Deliverables:

Consultant shall work with the Project Architect to complete a schedule of values, schematic design and specifications, outlining the initial size, scope and level of finish anticipated for the project which will be used as part of the Request for Qualification/Price Proposal Process utilized to identify a Preferred Contractor for the project and establish a guaranteed fixed price contract amount within the Client's budget constraints. Consultant shall prepare for publication all Requests for Qualifications and Requests for Proposal in compliance with local and state requirements for procurement of construction services. Consultant shall assist the Client in developing an objective system of review and scoring of all responses and preparation of recommendations to the Client.

Consultant shall prepare and present a proposed Project Budget for the financing, development, design and construction of the Project, to the Client within ninety (90) days of authorization to proceed with Phase II of this Agreement.

Phase III – Final Design and Financing

Upon Approval of all of the elements of the Project by the Client, Consultant will proceed to assist the Client in obtaining and to close the Financing, enter into contracts with the General Contractors and Third Party Contractors, which have not been previously executed, finalize each Project Budget and Time Schedule, all in accordance with the plans previously approved by the Client with respect to the Project, subject to the failure or nonperformance of any third party. Consultant shall work with the Project Architect and the Contractor selected by the Client to finalize all design and construction documents and in negotiating a Guaranteed Fixed Price contract with the Contractor.

Consultant shall negotiate such agreements with providers of design and project professional services (i.e. legal, architectural, engineering, etc.) feasibility study, financial, and other professional and quasi-professional services as Consultant reasonably determines are necessary for the development of the Project, subject to the consent and approval of the Client.

Consultant will monitor the work and work product of any Professionals engaged to perform due diligence and other activities with respect to the Project including, but not limited to the review of title and survey matters, environmental compliance, zoning and land use compatibility, soil compacting and utility availability; provided that Consultant shall not be responsible for any error, act or omission of the work or work product of any Professional or Third Party Contractor, and Consultant shall not be required to provide any warranties or representations with respect to the condition of any Land or the work product of any Professional or Third Party Contractors.

Deliverables:

An acceptable Guaranteed Fixed Price contract for the construction of the Project along with all other necessary agreements for the development of such. Closing on the funding sources for the financing of the project upon terms and conditions acceptable to the Client.

Phase IV – Project Construction and Wrap-up

Consultant will monitor the progress of the construction of the Project, which will include the following:

- (a) Consultant will coordinate and monitor the performance of all work done by the General Contractor, the Professionals and Third Party Contractors, and if Consultant becomes aware that the General Contractor or any such Professional or Third Party Contractor is materially not in compliance with the terms and conditions of the applicable Construction Contract (or its Third Party Contract, as the case may be) Consultant shall provide the Client with a Notice of such material noncompliance and the nature thereof and of Consultant's recommendations with respect thereto.
- (b) Consultant will review all applications for payment with respect to services or materials furnished to the Project ("Applications for Payment") and Invoices, as the case may be,

submitted in connection with the Project and to be paid from the proceeds of any applicable Financing, including those submitted by the General Contractor(s), any Professional, or any other Third Party Contractor. If any such Application for Payment or Invoice is not (in Consultant's reasonable judgment) in compliance with the applicable Construction Contract, Third Party Contract, Financing Documents, Financing Agreement or Project Budget, then consultant will provide a Notice of such non-compliance to the Client setting forth consultant recommendations with respect thereto and requesting specific action for the Client and or any Financing Entities' approval.

- (c) Consultant will recommend courses of action by Notice to the Client and any Financing Entity, with respect to Liens and, subject to the applicable Project Budget, negotiate or cause the applicable General Contractor to negotiate, final settlements with all Third Party Contractors, as the case may be, or to the extent provided in such Project Budget, post other security for such Liens.
- (d) Consultant will recommend by Notice to the Client such action as Consultant may determine is reasonable to enforce or cause to be enforced all warranties and guaranties of the Prospect or any General Contractor or any Third Party Contractor to correct any defects of which Consultant is aware in the construction of the Project or in the installation or operation of any equipment or fixtures therein.
- (e) Consultant will, consistent with the Operating Standard, monitor the activities of the General Contractor or any Third Party Contractor, if any, in charge of the security program for the Project during the Construction Phase.
- (f) Consultant will prepare periodic Status Reports.

Consultant will review all request for changes or modifications to the Specifications, the Construction Contracts or any Third Party Contract (individually, a "Change Order" and collectively, "Change Orders") and make recommendations by Notice to the Client and, to the extent required under any Financing Agreement, to the applicable Financing Entities with respect to each such Change Order.

Consultant shall monitor the activities of the General Contractor(s), Professionals and Third Party Contractors, after the expiration of the Construction Phase for any Project, in the same manner as consultant monitored such activities during the Construction Phase, until the completion of each such contract, including such requirements as are a part of any economic incentive funding provided to the Project.