



**CITY OF JONESBORO**  
**Regular Meeting**  
**170 SOUTH MAIN STREET**  
**May 14, 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@jonesboroqa.com](mailto:rclark@jonesboroqa.com) should you need assistance.

**Agenda**

- I. CALL TO ORDER - MAYOR JOY B. DAY**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- V. ADOPTION OF AGENDA**
- VI. PRESENTATIONS**
  1. Presentation regarding an update on the Broad Street project.
  2. Presentation from DCA designating the City of Jonesboro as a Classic Main Street Program.
  3. Presentation of newly hired City of Jonesboro Police Officers.
- VII. PUBLIC HEARING**
  1. Public Hearing regarding Conditional Use Permit No. 18CU-001 at 163 North Avenue as requested by Watkins Funeral Home to allow for a "Place of Worship."
  2. Public Hearing regarding Zoning Appeal as filed at 192 S. Main Street for the erection of a Second Chance Home.
- VIII. PUBLIC COMMENT (PLEASE LIMIT COMMENTS TO THREE (3) MINUTES)**
- IX. MINUTES**
  1. Consideration of the Minutes of the April 9, 2018 Regular Meeting.

## 2. Consideration of the Minutes of the May 7, 2018 Work Session.

### X. CONSENT AGENDA

1. Council to consider Resolution #2018-06 providing for the regulation of retail package sales of distilled spirits in the City upon filing of proper petition and passage of referendum as required by law.
2. Council to consider repair work necessary for the house located at 175 Cloud Street, replacement of the HVAC unit and to establish the rental rate for the property.
3. Council to consider awarding RFP#18-001 to TSW in the amount of \$95,500.00 for the purpose of completing a Livable Centers Initiative Supplemental Update and to authorize the Mayor to execute all necessary contracts.
4. Council to consider an agreement by and between the City of Jonesboro and the Clayton County Convention and Visitors Bureau for destination marketing services.
5. Council to consider a Minor Subdivision application #18SUB001 as submitted by Jonesboro First Baptist Church (property owner) & Patricia G. Sebo (applicant).
6. Council to consider an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) supplement grant study for the approved Jonesboro LCI area; and to consider accepting the \$76,400 LCI grant and approving a \$19,100 local funding match from the FY' 18 Budget; and to consider authorizing the Mayor to execute all necessary contract documents for this project.
7. Council to consider call for a 2018 Special Election.

### XI. OLD BUSINESS

1. Council to consider Conditional Use Permit No. 18CU-001 at 163 North Avenue as requested by Watkins Funeral Home to allow for a "Place of Worship."
2. Council to consider a Zoning Appeal at 192 S. Main Street for the erection of a second chance home.
3. Council to consider the following Resolutions & Orders of Condemnor:  
**Resolution 2018-07-** The entire portion of the property parcel described by and located at the following physical address: 0 Burnett Street, Jonesboro, GA, 30236  
**Resolution 2018-08-** The entire portion of the property parcel described by and located at the following physical address: 101 Burnett Street, Jonesboro, GA, 30236  
**Resolution 2018-09-** The entire portion of the property parcel described by and located at the following physical address: 158 Smith Street, Jonesboro, GA, 30236  
**Resolution 2018-10-** The entire portion of the property parcel described by and located at the following physical address: 144 Smith Street, Jonesboro, GA, 30236  
**Resolution 2018-11** – The entire portion of the property parcel described by and located at the following physical address: 154 and 156 Smith Street, Jonesboro, GA, 30236  
**Resolution 2018-12** – The entire portion of the property parcel described by and located at the following physical address: 152 Smith Street, Jonesboro, GA, 30236

### XII. NEW BUSINESS

### 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  
April 9, 2018 – 6:00 PM**

**MINUTES**

The City of Jonesboro Mayor & Council held their Regular Meeting on Monday, April 9, 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
Larry Boak	Councilmember	Present	
Alfred Dixon	Councilmember	Present	
Bobby Lester	Councilmember	Present	
Billy Powell	Councilmember	Present	
Pat Sebo	Councilmember	Present	
Ed Wise	Councilmember	Present	
Joy B. Day	Mayor	Present	
Ricky L. Clark	City Manager	Present	
Pat Daniel	Assistant City Clerk	Present	
Franklin Allen	Chief of Police	Present	
Joe Nettleton	Public Works Director	Absent	
Cable Glenn-Brooks	Executive Assistant	Present	

**III. INVOCATION - REV. ARCHIE LINNEAR, SHILOH BAPTIST CHURCH**

**IV. PLEDGE OF ALLEGIANCE**

**V. ADOPTION OF AGENDA**

1. Motion to amend the agenda as follows:

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

- Add under New Business, Consideration of an agreement for advertising in the Focus Atlanta Magazine in the amount of \$5,000.00
  - Delete from agenda the following Minutes: March 14, 2017 Special Called Meeting and the April 3, 2017 Work Session.
  - Remove Consent Agenda Item #2, Council to consider appointments of Anne Wise and Ricky Clark to the Clayton County Land Bank Authority, to Item #2 under Old Business.
2. Motion to adopt the agenda,

Minutes Acceptance: Minutes of Apr 9, 2018 6:00 PM (MINUTES)



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

- VI. PRESENTATIONS - NONE
- VII. PUBLIC HEARING - NONE
- VIII. PUBLIC COMMENT (PLEASE LIMIT COMMENTS TO THREE (3) MINUTES)
- IX. MINUTES

1. Consideration of the Minutes of the March 12, 2018 Regular Meeting.

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

#### X. CONSENT AGENDA

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

1. Council to consider Memorandum of Understanding by and between the City of Jonesboro and Clayton County to establish the parameters for the collaboration of the City and County on the Jonesboro 2018 Summer Concert Series.
2. Council to consider replacement of Air Conditioning Unit for City Hall.
3. Council to consider Resolution #2018-04 recognizing Georgia Cities Week.
4. Council to consider purchase of new firewall system for the City server.

#### XI. OLD BUSINESS

1. Council to consider use of Lee Street Park by Councilman Alfred Dixon for an event to be held on Saturday, April 21, 2018.

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

2. Council to consider appointments of Anne Wise and Ricky Clark to the Clayton County Land Bank Authority.

Minutes Acceptance: Minutes of Apr 9, 2018 6:00 PM (MINUTES)

**RESULT: APPROVED [5 TO 0]**  
**MOVER:** Billy Powell, Councilmember  
**SECONDER:** Pat Sebo, Councilmember  
**AYES:** Boak, Dixon, Lester, Powell, Sebo  
**ABSTAIN:** Wise

## XII. NEW BUSINESS

1. Council to consider renewal of Property, Casualty & Loss insurance with OneBeacon, effective April 2018.

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

Approval to include \$5,000 Cyber Protection Policy.

2. Council to consider low bid for replacement of the Massengale Roof in the amount of \$2,500 as submitted by DL Masonry LLC.

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

3. Council to consider approval of 2018 Georgia's Downtown Classic Main Street Memorandum of Understanding and the 2018 National Main Street Center's Affiliate sublicensing agreement.

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

4. Council to consider appointment of Roger Swint & Keisha Wright-Hill to the Jonesboro Housing Authority.

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

5. Council to consider Intergovernmental Agreement by and between the City of Jonesboro and the Downtown Development Authority for the purpose of developing the Firehouse Museum.

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

6. Council to consider Resolution #2018-05 regarding operations at the Firehouse Museum.

Minutes Acceptance: Minutes of Apr 9, 2018 6:00 PM (MINUTES)

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

7. Consideration of advertisement in the Focus Atlanta Magazine in the amount of \$5,000.00.

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

### XIII. OTHER BUSINESS

1. Executive Session for the purpose of discussing the conveyance of real estate.

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

2. Motion to adjourn Executive Session and reconvene Regular Meeting.

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

### XIV. REPORT FROM COUNCILMEMBERS

**Councilman Boak** - Mr. Boak advised that the shrubbery on North Avenue nearest our Mural needs to be cut. Mr. Clark advised that he would have the Public Works Department look into it the next day.

**Councilman Lester** - None

**Councilman Wise** - None

**Councilman Powell** - Mr. Powell requested an update to the water lines on South Avenue. Mr. Clark advised that the Clayton County Water Authority is working on replacing the water lines due to them being extremely old. In addition to the replacement of the water lines, the Water Authority will also repave the road.

**Dixon** - Mr. Dixon encouraged everyone to attend his first Family Matters Event to be held on Saturday, April 21, 2018.

**Sebo** - Councilwoman Sebo reminded everyone of the upcoming Georgia Cities Week events and encouraged all to attend.

### XV. ADJOURNMENT

1. Motion to adjourn

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

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JOY B. DAY – MAYOR

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RICKY L. CLARK, JR. – CITY MANAGER

Minutes Acceptance: Minutes of Apr 9, 2018 6:00 PM (MINUTES)

**CITY OF JONESBORO  
WORK SESSION  
170 SOUTH MAIN STREET  
May 7, 2018 – 6:00 PM**

**MINUTES**

The City of Jonesboro Mayor & Council held their Work Session on Monday, May 7, 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 PRO TEM PAT SEBO**

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

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

**III. INVOCATION - AT THIS TIME COUNCILWOMAN SEBO LED A MOMENT OF SILENCE.**

**IV. ADOPTION OF AGENDA**

1. Motion to amend the agenda with the following items

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

Discussion regarding an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) supplement grant study for the approved Jonesboro LCI area; and to consider accepting the \$76,400 LCI grant and approving a \$19,100 local funding match from the FY' 18 Budget; and to consider authorizing the Mayor to execute all necessary contract documents for this project.

2. Motion to adopt the agenda.

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

**V. WORK SESSION**

1. Discussion regarding call for a 2018 Special Election.

Minutes Acceptance: Minutes of May 7, 2018 6:00 PM (MINUTES)

**RESULT: CONSENT AGENDA ITEM****Next: 5/14/2018 6:00 PM**

2. Discussion regarding repair work necessary for the house located at 175 Cloud Street, replacement of the HVAC unit and to establish the rental rate for the property.

**RESULT: CONSENT AGENDA ITEM****Next: 5/14/2018 6:00 PM**

3. Discussion regarding an agreement by and between the City of Jonesboro and the Clayton County Convention and Visitors Bureau for destination marketing services.

**RESULT: CONSENT AGENDA ITEM****Next: 5/14/2018 6:00 PM**

4. Discussion regarding Resolution #2018-06 providing for the regulation of retail package sales of distilled spirits in the City upon filing of proper petition and passage of referendum as required by law.

**RESULT: CONSENT AGENDA ITEM****Next: 5/14/2018 6:00 PM**

5. Discussion regarding awarding RFP#18-001 to TSW in the amount of \$95,500.00 for the purpose of completing a Livable Centers Initiative Supplemental Update and to authorize the Mayor to execute all necessary contracts.

**RESULT: CONSENT AGENDA ITEM****Next: 5/14/2018 6:00 PM**

6. Discussion regarding Zoning Appeal at 192 S. Main Street for the erection of a second chance home.

**RESULT: OLD BUSINESS****Next: 5/14/2018 6:00 PM**

7. Discussion regarding Conditional Use Permit No. 18CU-001 at 163 North Avenue as requested by Watkins Funeral Home to allow for a "Place of Worship."

**RESULT: OLD BUSINESS****Next: 5/14/2018 6:00 PM**

8. Discussion regarding Minor Subdivision application #18SUB001 as submitted by Jonesboro First Baptist Church (property owner) & Patricia G. Sebo (applicant).

**RESULT: CONSENT AGENDA ITEM****Next: 5/14/2018 6:00 PM**

9. Discussion regarding the following Resolutions & Orders of Condemnor:

**Resolution 2018-07-** The entire portion of the property parcel described by and located at the following physical address: 0 Burnett Street, Jonesboro, GA, 30236

**Resolution 2018-08-** The entire portion of the property parcel described by and located at the following physical address: 101 Burnett Street, Jonesboro, GA, 30236

**Resolution 2018-09-** The entire portion of the property parcel described by and located at the following physical address: 158 Smith Street, Jonesboro, GA, 30236

**Resolution 2018-10-** The entire portion of the property parcel described by and located at the following physical address: 144 Smith Street, Jonesboro, GA, 30236

**Resolution 2018-11** – The entire portion of the property parcel described by and located at the following physical address: 154 and 156 Smith Street, Jonesboro, GA, 30236

Minutes Acceptance: Minutes of May 7, 2018 6:00 PM (MINUTES)

**Resolution 2018-12** – The entire portion of the property parcel described by and located at the following physical address: 152 Smith Street, Jonesboro, GA, 30236

**RESULT: OLD BUSINESS**

**Next: 5/14/2018 6:00 PM**

10. Discussion regarding an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) supplement grant study for the approved Jonesboro LCI area; and to consider accepting the \$76,400 LCI grant and approving a \$19,100 local funding match from the FY' 18 Budget; and to consider authorizing the Mayor to execute all necessary contract documents for this project.

**RESULT: CONSENT AGENDA ITEM**

**Next: 5/14/2018 6:00 PM**

## VI. OTHER BUSINESS

A. Executive Session for the purpose of discussing personnel and real estate related matters.

1. Motion to enter into Executive Session for the purpose of discussing personnel and real estate related matters

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Ed Wise, Councilmember

**SECONDER:** Bobby Lester, Councilmember

**AYES:** Boak, Dixon, Lester, Powell, Sebo, Wise

2. Motion to adjourn Executive Session at 7:00 p.m.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Billy Powell, Councilmember

**SECONDER:** Alfred Dixon, Councilmember

**AYES:** Boak, Dixon, Lester, Powell, Sebo, Wise

## VII. ADJOURNMENT

1. Motion to adjourn.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Billy Powell, Councilmember

**SECONDER:** Alfred Dixon, Councilmember

**AYES:** Boak, Dixon, Lester, Powell, Sebo, Wise

JOY B. DAY – MAYOR

RICKY L. CLARK, JR. – CITY MANAGER

Minutes Acceptance: Minutes of May 7, 2018 6:00 PM (MINUTES)



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

**Agenda Item #**

**10.1**

**CONSENT AGENDA – 1**

**COUNCIL MEETING DATE**  
May 14, 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 Resolution #2018-06 providing for the regulation of retail package sales of distilled spirits in the City upon filing of proper petition and passage of referendum as required by law.

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

O.C.G.A. Title 3, Chapter 4

**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.)*

Over the past few years, there have been several attempts to petition that a Liquor Store be allowed in the city limits of Jonesboro. In accordance with O.C.G.A. 3-4-41, in order for the City of Jonesboro to grant licenses for package sales of liquor in the City, a Referendum election must be held after submittal of a validated petition requesting same. The written petition must contain at least 35 percent of the registered and qualified voters of the City and the petition must be filed with the City's Election Superintendent. In order to validate, it is the Elections Superintendent that "determines whether each signature on the petition is the name of a registered and qualified voter." Upon certification of the Petition, a call for the Referendum Election will be held at the next scheduled general or special election.

To ensure that our regulations are structured prior to any acceptance of another petition, staff recommends the following regulations:

- The establishment intending to sell distilled spirits at retail by the package must be a free-standing building that is a minimum 10,000 square feet, is new, but in any case, not older than 20 years old since original construction and must be located in the C-2 Highway Commercial District, requiring a Conditional Use Permit.
- Based upon the size of our city, staff is recommending that the establishment only be allowed in commercial corridors along Tara Boulevard.
- The retail package distilled spirits license shall be limited by population of the City according to the most recent decennial census, with one (1) such establishment allowed in the City for each 2,400 residents.

At current, to our knowledge, there are no petitions pending; however, staff wishes to have everything in place prior to another submittal. An amendment to our zoning regulations will be forthcoming.

**Fiscal Impact**

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

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

May, 14, 2018

**05/07/18**  
**ITEM**

**City Council**  
**Next: 05/14/18**

**CONSENT AGENDA**

**Signature**

**City Clerk's Office**



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

10.1

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

**Approval**

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

**WHEREAS**, the Mayor and City Council are charged with preserving the health, safety and welfare of the citizens of  
the City; and

**WHEREAS**, the current alcoholic beverages regulations of the City do not authorize package sales of distilled  
spirits in the City and the same is also not authorized in Clayton County; and

**WHEREAS**, the Mayor and City Council believe in the encouragement of economic development in the City and  
the positioning of the City of Jonesboro as a genuine retail destination for visitors and residents; and

**WHEREAS**, authorizing retail package sales of distilled spirits in the City will contribute to said development and  
allow for vibrant business activity and tourism; and

**WHEREAS**, in order to authorize and regulate the retail package sales of distilled spirits in the City, a Petition  
must be filed with the City’s election superintendent calling for a Referendum for same in the City and containing the  
signatures of at least 35% of the registered and qualified voters of the municipality based on the list of those voters  
registered and qualified to vote in the general election immediately preceding the submission of a completed Petition and  
those signing the Petition must also be qualified and registered to vote in the following Referendum election; and

**WHEREAS**, upon certification that the Petition is complete in accordance with provisions of Title 3, Chapter 4 of  
the O.C.G.A., the City’s election superintendent would issue a call for the Referendum election to be held at the next  
available scheduled general or special election.

**THEREFORE, BE IT HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF JONESBORO,  
GEORGIA**, and by the authority thereof:

to retail package sales of distilled spirits, be filed with the City and is then approved by a majority of the qualified and registered voters in a subsequent Referendum, the Mayor and City Council intend to adopt regulations providing for retail package sales of distilled spirits in the City and regulating same.

**Section 2.** That the Mayor and City Council intend to structure the regulations for retail package sales of distilled spirits as follows:

- The establishment intending to sell distilled spirits at retail by the package must be a free-standing building that is a minimum 10,000 square feet, is new, but in any case, not older than 20 years old since original construction and must be located in the C-2 Highway Commercial District zoning district, requiring a conditional use permit.
- The Mayor and City Council intend that said retail establishments be located in commercial corridors along Tara Boulevard.
- The retail package distilled spirits license shall be limited by population of the City according to the most recent decennial census, with one (1) such establishment allowed in the City for each 2,400 residents.
- Such additional regulations as would safeguard the health, safety and welfare of the citizens of the City.

**Section 3.** The Mayor and City Council hereby direct the City's Election Superintendent to issue a call for said Referendum as soon as a complete Petition is certified by the Elections Superintendent and do all that is required by Title 3, Chapter 4 of the O.C.G.A. to place the question on the next available general election ballot.

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

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF JONESBORO, GEORGIA


\_\_\_\_\_  
JOY B. DAY  
MAYOR

ATTEST:

\_\_\_\_\_  
(THE SEAL OF THE CITY OF  
JONESBORO, GEORGIA)  
RICKY CLARK  
CITY MANAGER/CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

	<b>CITY OF JONESBORO, GEORGIA COUNCIL</b> <b>Agenda Item Summary</b>		<b>Agenda Item #</b> <span style="background-color: #cccccc; padding: 2px 5px;"><b>10.2</b></span>
			<b>CONSENT AGENDA – 2</b>
<b>COUNCIL MEETING DATE</b> May 14, 2018			
<b>Requesting Agency (Initiator)</b> Office of the City Manager		<b>Sponsor(s)</b>	
<b>Requested Action</b> <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to consider repair work necessary for the house located at 175 Cloud Street, replacement of the HVAC unit and to establish the rental rate for the property.			
<b>Requirement for Board Action</b> <i>(Cite specific Council policy, statute or code requirement)</i>			
<b>Is this Item Goal Related?</b> <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> <b>Yes</b> <span style="margin-left: 50px;"><b>Community Planning, Neighborhood and Business Revitalization</b></span>			
<div style="display: flex; justify-content: space-between;"> <div> <b>Summary &amp; Background</b> </div> <div style="font-size: small;"> <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> </div> </div> <p>In conjunction with the purchase of the property located next door to the Police Department, the City also acquired the property located at 175 Cloud Street. The purchase of these aforementioned properties was an attempt for the City to rid blight along some of its corridors. Since that time, one of the houses has been demolished and the other still remains.</p> <p>The property has sat vacant for roughly two years and the city has been responsible for maintaining the grounds. Due to the growing demand for housing in the City, we wish to get the house in a livable condition. At current, we have had an electrician inspect the property and make necessary repairs. Further, the house has been inspected for any/all asbestos. In addition, an HVAC specialist has also inspected the property. Based upon the HVAC inspection, the unit is in complete disrepair.</p> <p>Staff is requesting that Mayor &amp; Council approved replacing the unit. Based upon a cost estimate from Timco, the cost is roughly \$3800.00. Upon such time that all necessary repair work is complete, it is our intent to allow occupancy in the home and to establish a rental rate of \$800 per month which is comparable with area rentals based upon the size of the house and lot.</p>			
<div style="display: flex; justify-content: space-between;"> <div> <b>Fiscal Impact</b> </div> <div style="font-size: small;"> <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> </div> </div>			
<b>Exhibits Attached</b> <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>  •			
<b>Staff Recommendation</b> <i>(Type Name, Title, Agency and Phone)</i> <b>Approval</b>			

<b>FOLLOW-UP APPROVAL ACTION (City Clerk)</b>			
<b>Typed Name and Title</b> Ricky L. Clark, City Manager	<b>Date</b> May, 14, 2018	<b>05/07/18</b> <b>ITEM</b>	<b>City Council</b> <b>CONSENT AGENDA</b> <b>Next: 05/14/18</b>
<b>Signature</b>	<b>City Clerk's Office</b>		



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

**Agenda Item #**

**10.3**

**CONSENT AGENDA – 3**

**COUNCIL MEETING DATE**  
May 14, 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 awarding RFP#18-001 to TSW in the amount of \$95,500.00 for the purpose of completing a Livable Centers Initiative Supplemental Update and to authorize the Mayor to execute all necessary contracts.

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

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

**Yes**                      **Economic Development**

**Summary & Background**

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

Recently staff released an RFP seeking a consultant to lead the LCI Supplemental Study. The City of Jonesboro completed our original LCI study for the Jonesboro Town Center in 2000. This supplemental study seeks to enhance the connectivity and create mobility options for the revitalization of the central downtown district. Additionally, it is the intent of the city to strengthen the economic sustainability of our downtown.

Through the scope of work outlined below the city will seek to maximize its opportunity for mixed-use and quality infill development to improve linkages and access to both active and passive recreational amenities within walking distance of downtown; and improve street, sidewalk and path connectivity.

The work to be accomplished under this contract is divided into the following tasks:

**Task 1 – Trail Master Plan:**

The city will conduct develop a Prepare a Concept Layout and draft GDOT Concept Report for the Multi-Use trail connecting Fayetteville Road, Smith Street, Lee Street, and Mill Street connecting the MARTA bus stops and the GRTA Park and Ride with Broad Street and Main Street. The draft GDOT Concept Report for the project based on the existing conditions, technical analysis, and public involvement. Specific elements shall include:

- Review of existing plans and trails and connection points covering the area
- Review road crossings, driveway locations, connections to destinations such as schools, parks, shopping opportunities, and crash data at relevant locations.
- Identify physical constraints such as topography, lack of right-of-way, impacts to potentially historic properties, environmental features and locations of utilities.
- Preferred and alternative alignments and typical sections for each segment of the multi-use trail
- Concept location for potential storm water management features
- Summary of public involvement
- A Preferred and alternative typical section

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

May, 14, 2018

**05/07/18**  
**ITEM**

**City Council**  
**Next: 05/14/18**

**CONSENT AGENDA**

**Signature**

**City Clerk's Office**

### **Task 2 – Downtown Core Master Plan:**

The city will develop a municipal complex master TOD master plan based upon the current space analysis study incorporating mixed income housing and small business incubator space. Specific elements shall include:

- Placement of buildings, heights and transition to surrounding sites
- Schematic Design and Programming for the Municipal Complex to include a space needs assessment of both Administration (City Hall) and Police Department functions.
- Mixture of uses, with number of dwelling units and square feet of non-residential uses. Housing recommendations should seek to provide a variety of dwelling options by type of unit and price for purchase/rent.
- Parking (for vehicles and bikes) including recommendations for overall parking needs for the proposed uses and transit riders.
- A detailed circulation plan including street locations and typical cross-sections identifying vehicular, bicycle, and pedestrian connections adjacent to the downtown core and connectivity to surrounding development sites.
- Other needed physical and/or reconfigured infrastructure to support the desired redevelopment node concept plan.

### **Task 3– Public Involvement:**

- The City and its consultant will conduct an outreach process that promotes the involvement of all stakeholders in the study area. In addition to local residents, businesses, and property owners, key stakeholders in this process should also include ARC, GDOT, GRTA, and MARTA
- A project Advisory Group of major stakeholders will meet throughout the study process. Project information shall be uploaded to the City’s website to provide basic project information to the public along with project materials and meeting summaries.
- The City will schedule at least two public engagement opportunities and a presentation to the City Council.
- The project’s ARC project manager must be notified of all meetings taking place.
- The Project consultant shall document all stakeholder and public meetings, and demonstration project through meeting summaries and photography (in particular the demonstration project).

### **Task 4 –Conceptual Plan and Draft Concept Report:**

Prepare a Concept Layout, typical sections and a draft GDOT Concept Report for multi-use trail project based on the technical analysis. Specific elements are as follows:

- Preparation of draft GDOT Concept Report, which includes analysis of potential environmental impacts, ROW, utility and cost estimates.
- Preferred and alternative typical sections

### **Task 5 – Prepare Project Deliverables**

The following shall be developed and submitted to ARC in the format indicated below:

- Deliverables:
  - Summary document describing the study area and study goals;
  - Description of the process utilized to analyze the data; and
- Study conclusions and recommendations.
  - Preferred and alternative typical sections

- Complete GDOT Concept Report Form
- Development of a Core Master Plan.

Upon releasing the RFP, the City received bids from the following firms: Sizemore Group, & TSW. To ensure that the bid process was fair and comprehensive, City Manager Ricky Clark & Mayor Joy Day were joined by Clayton County Chamber of Commerce Director Jeremy Stratton & Kirby Glaze of Public-Private Partnership Management, Inc. Each proposal was evaluated based upon six (6) different criteria: Understanding & Approach, Experience, Consultant's staff qualifications, demonstrated ability, past performances & cost. Staff is recommending that we engage TSW to assist with completion of our supplemental update. TSW has worked with us with our Blueprint Jonesboro plan and also most recently the Broad Street Plan. Upon approval on the contract by Mayor & Council, TSW will begin consulting with the City to finalize our plan of action and execution.

**Fiscal Impact**

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

Task 1 – Trail Master Plan	\$23,000
Task 2 – Downtown Core Master Plan	\$30,000
Task 3 – Public Involvement	\$15,000
Task 3 – Concept Plan and Concept Report	\$25,000
Task 4 – Prepare Deliverables	\$2,500
<b>Total Cost</b>	<b>\$95,500</b>
ARC Share (80%)	\$76,400
Local Share (20%)	\$19,100

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

- Professional Planning Services Contract 050418
- 2018 RFP - LCI
- Jonesboro Downtown Core Area
- LCI awardees FINAL (005)

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



**PROFESSIONAL PLANNING SERVICES AGREEMENT**

between

**CITY OF JONESBORO, GEORGIA**

and

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

**III. Contract Time:**

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

shall have the unilateral right to terminate this Agreement at any point during any term of this Agreement, without cause, by providing thirty (30) days written notice to **Consultant** of its desire to terminate.

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

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

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

**VI. RESPONSIBILITY OF CONSULTANT:**

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

**VII. INDEMNIFICATION:**

- A. To the fullest extent permitted by Laws and Regulations, **Consultant** shall indemnify and hold harmless **Owner**, and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to the **Consultant's** performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of **Consultant**, any subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

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

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

**A. Minimum Limits of Insurance**

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

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

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

**X. SUSPENSION OF WORK:** **Owner** may suspend, in writing, all or a portion of the Work. **Consultant** may request that the Work be suspended by notifying **Owner**, in writing, of circumstances that are interfering with the normal progress of work. **Consultant** may suspend work on Project in the event **Owner** does not pay any invoice when due. The time for completion of the work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the terms of this Agreement are subject to re-negotiation,

and both parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XII.

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

**XII. CONFLICT OF INTEREST:**

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



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

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

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

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

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

**XVI. ARC REQUIREMENTS:** **Owner** and **Consultant** acknowledge that the obligations and duties of this Agreement are subject to the terms of any agreement between **Owner** and **ARC** concerning the Project. The term of this Agreement shall not commence prior to the execution of any such agreement between **Owner** and **ARC** and the obligations and duties under this Agreement shall be completed before the expiration of any such agreement. Any financial

amounts owed or otherwise due pursuant to this Agreement shall not exceed the amount of financial funding contained in the agreement between Owner and ARC concerning the Project.

#### **XVII. PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM:**

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

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

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

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

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



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

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

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

**Owner**

City of Jonesboro

124 North Avenue

Jonesboro, GA 30236

**Consultant**

TSW

1389 Peachtree Street, NE; Suite 200

Atlanta, Ga. 30309

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

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

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

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

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

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

{Remainder of this Page Intentionally Left Blank}

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

**Owner:**

City of Jonesboro

\_\_\_\_\_  
By (Typed Name)

\_\_\_\_\_  
Title

**Consultant:**

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

T. William Tunnell

\_\_\_\_\_  
By (Typed Name)

Chief Executive Officer

\_\_\_\_\_  
Title

Attachment: Professional Planning Services Contract 050418 (1249 : LCI - (Town Center) TSW)

\_\_\_\_\_  
Signature

[SEAL]

Attest:

\_\_\_\_\_  
XXXXXX

City Clerk

\_\_\_\_\_  
Witness

Address for Giving Notice:

City of Jonesboro

124 North Avenue

Jonesboro, Georgia 30236

Approved as to form

\_\_\_\_\_  
XXXXXX

City of Jonesboro

Attorney

\_\_\_\_\_  
Signature

[SEAL]

Attest:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

Address for Giving Notice:

TSW

1389 Peachtree St NE, Suite 200

Atlanta, GA 30309

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

Attachment: Professional Planning Services Contract 050418 (1249 : LCI - (Town Center) TSW)

## LIST OF EXHIBITS

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

Attachment: Professional Planning Services Contract 050418 (1249 : LCI - (Town Center) TSW)

**EXHIBIT A**  
**CITY OF JONESBORO LCI SUPPLEMENTAL UPDATE: TRAIL MASTER PLAN &  
TOWN CENTER CONCEPT**

Attachment: Professional Planning Services Contract 050418 (1249 : LCI - (Town Center) TSW)

## EXHIBIT B COMPENSATION

### I. LUMP SUM COMPENSATION

Services provided under **Exhibit A** for all described tasks shall be compensated on a lump sum basis. The total compensation ceiling, for completion of services described in **Exhibit A**, shall be \_\_\_\_\_ One hundred thousand dollars (\$95,500.00). This price may only be modified under separate agreement.

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

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

Attachment: Professional Planning Services Contract 050418 (1249 : LCI - (Town Center) TSW)

**EXHIBIT C  
ADDENDUM**

Attachment: Professional Planning Services Contract 050418 (1249 : LCI - (Town Center) TSW)

**EXHIBIT D****CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

---

EEV/Basic Pilot Program\* User Identification Number

**Tunnell, Spangler & Associates, Inc.**

Attachment: Professional Planning Services Contract 050418 (1249 : LCI - (Town Center) TSW)



## SUBCONTRACTOR AFFIDAVIT

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

**Tunnell, Spangler & Associates, Inc.**

By: \_\_\_\_\_

Printed Name of Authorized Officer or Agent

Its: \_\_\_\_\_

Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

Attachment: Professional Planning Services Contract 050418 (1249 : LCI - (Town Center) TSW)

CITY OF JONESBORO  
Requests for Proposal  
Livable Centers Initiative Supplemental Study



Consultant Proposals will be received at the City of Jonesboro, City Manager's Office, 124 North Avenue, Jonesboro, GA 30236, no later than 12 p.m. EDT, April 6, 2018. This RFP will be advertised via email, the Clayton News Daily and posted to the City's website [www.jonesboroga.com](http://www.jonesboroga.com). All interested parties must comply with and provide proof of all local, county & state licensing requirements.

The City of Jonesboro reserves the right to accept or reject any or all Submittals and award in the best interest of the City.

All submittals will be reviewed by the Review Committee and a recommendation of Consultant Selection will be made to the City Council. The guidelines for your proposal are included in the following pages.

March 22, 2018

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## I. General Instructions

1. All submittals must be delivered to the City of Jonesboro, City Manager, 124 North Avenue, Jonesboro, GA 30236, no later than the time and date indicated in the Request for Proposals. Any submittals received after that time will not be considered for award.
2. The City of Jonesboro reserves the right to waive all technicalities, formalities or irregularities. The City may reject the Submittals of any Consultants that have previously failed to perform properly or complete on time, contracts of a similar nature. Submittals by a Consultant that, in the sole opinion and discretion of the City of Jonesboro, is not in the position to fulfill the contract may also be rejected.
3. All Consultants shall provide appropriate proof of a current and valid occupational license issued by an agency from within the State of Georgia or one of the contiguous United States.
4. Project funding has been provided through a federal grant from the Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI) Supplemental Study program. The City of Jonesboro is providing the required local matching funds for the ARC Grant. The committed budget for all six elements of the project's scope of work is \$91,680. The project must be complete no later than June 30, 2018; however, earlier completion is desirable.

## II. Introduction

The City of Jonesboro is the county seat for Clayton County and is a member of the ten-county Atlanta Regional Commission. The City is located approximately fifteen miles south of Atlanta and approximately twelve miles from Hartsville-Jackson Atlanta International Airport. Jonesboro encompasses approximately 1728 acres (approximately 2.7 square miles). The City's population of 4,724 as reported by the 2010 U.S. Census, ranks it fifth amongst Clayton County seven municipalities. The City has completed numerous planning studies including its 2002 LCI Plan, adoption of its Comprehensive Plan and a major LCI Update in 2016. The City is now preparing to take a key catalytic action to advance the redevelopment and implementation of the LCI Study through undertaking implementation actions directed by a "Jonesboro Downtown Core Master Plan and Trail Concept Study". The area of focus for this LCI includes the following focus areas, as shown in the attached map, Appendix A.

## III. Scope of Work

See Appendix B for the complete scope of work. The scope of work will involve five major tasks:

- Task 1 – Downtown Core Master Plan
- Task 2 – Trail Master Plan
- Task 3 – Public Involvement
- Task 4 – Conceptual Plan and Draft Concept Report
- Task 5 - Prepare Project Deliverables

The consultant shall furnish all labor, materials and services required to conduct a complete Livable Centers Initiative (LCI) study as specified in Appendix B. The selected firm must show that it can conduct the study and deliver its results and recommendations, including the list of deliverables on or before February 1, 2019.

The final product shall include:

- One printed copy of all of the above as a combined final report. Summary document and Concept Report in 8.5"x11", and Concept Layout and Typical Sections in 11"x17".
- One single combine PDF file of the final report document
- Electronic editable original documents for each report element, such as MS Word documents of Concept Report and summary documents, GIS shape files, InDesign files, Excel/CAD or other files

#### **v. Schedule**

- Consultant Selected- 04/20/2018
- Executed Consultant Contract & Study Commences- 5/14/18
- Study Complete- 2/1/19
- Study Adopted by Mayor and Council -3/11/19
- Final Invoice and Study Documents- 4/08/19

#### **VI. Proposal Response Guidelines**

Six (6) copies of the written proposal, limited to a maximum of 20 pages, shall be submitted to the City of Jonesboro, 124 North Avenue, Jonesboro, GA 30236 Re: RFP-LCI no later than 12:00 pm local time, on April 6, 2018. The City cannot be responsible for the lack of receipt of proposals by the date and time specified. Proposals shall include the following information:

1. Title Page - List the RFP subject, the name of the firm, address, telephone number, name of contact person and the date.
2. Letter of Transmittal - Make a positive commitment to perform the required work within the time frame. Also, give the name(s) of the person(s) who will be authorized to represent the firm, their title, and telephone number.
3. Qualifications
  - a. Name, address and telephone number of the firm's owners, and full information about the corporate structure of the submitting firm.
  - b. Location of the firm's primary place of business for legal purposes and any subsidiary offices, years of business, and types of services offered.
  - c. Names and qualifications of personnel to be assigned to the project.
  - d. Description of similar project experience and the names, addresses, and telephone number of owners for all projects described (references will be checked).
  - e. Curriculum vitae of principal associates and key personnel proposed to have primary responsibility for the project.
  - f. Current and projected workload, including a list of all projects contracted for or anticipated.

- g. Indicate your understanding of the scope of work by describing your firm's approach, including specific illustrations of the procedures to be followed.
  - h. Tell us about your firm's experience, background, staff capabilities, and examples of work, where your work will actually take place and why the City should hire your firm.
4. Project History and References
    - a. Provide complete project history for minimum of four (4) similar projects
  5. Proposed contract fees shall be submitted containing a schedule of the estimated man-hours required and are to be broken down by type of personnel to be used for the proposed services.
    - a. Breakdowns are to be shown separately for each item listed under "Scope of Work". Overhead factors and other multipliers shall be identified.
    - b. The consultant shall be responsible for all required resources to include but not limited to computers, surveys, outside consultants, etc.
    - c. While cost will not be the sole determining factor, cost will be considered.
    - d. A list, with exact case name, number and court of all lawsuits in which the consultant or affiliated firm is, or has been involved in, over the last ten (10) years, as well as a list of all settlements or arbitrations in which the firm was involved during the same period.
  6. Any additional information that will allow the City to accurately evaluate the firm's capability.

## VII. Evaluation Procedure

The City of Jonesboro will review and evaluate proposals based on the following factors:

- a. Qualifications of the firm to perform the required services, the key personnel to be assigned to perform the services, and the results oriented track record of the firm.
- b. Prior experience of the firm in completing work of this nature.
- c. The firm's understanding the City of Jonesboro's professional service needs, the firm's ability to meet those needs in a cost-effective manner, and the consultants proposed approach to meeting the City's needs.
- d. The firm's familiarity with City of Jonesboro and its capability to meet the City's needs in a responsible and timely manner.
- e. The overall structure, content, and quality of the proposal.
- f. The cost of completing the project.

The evaluation scoring system is outlined below.

- a. Consultant's understanding and approach to the City's required tasks and needs as demonstrated in the Consultant's response to the scope of services. (25 points)
- b. Consultant's experience with similar projects comparable in type, size, and complexity. (20 points)
- c. Qualifications of the Consultant's staff assigned to perform the work with this project. (20 points)
- d. Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules. (15 points)

- e. Consultant's past performance on projects with the City. (15 points)
- f. Cost to complete project. (5 points)

### **VIII. Award of Contract**

A Selection Committee will review all proposals submitted pursuant to this RFP. The Selection Committee will score all firms on the information submitted and will compile a ranking of those firms. After all ratings are completed, the Committee will provide the rankings with its Recommendation for Award to the City Council, which will make the final decision as to contract award.

### **IX Additional Information**

#### **A. Questions:**

There will be no pre-proposal conference. All questions or request for additional information must reference RFP 16-002 Livable Centers Initiative Major Plan update and must be submitted by email or in person before 12 noon, March 29, 2018 to: [rclark@jonesboroga.com](mailto:rclark@jonesboroga.com)

All questions and answers will be posted as Addendums to the RFP on the web site noted above. After the RFP is issued, no contact will be permitted with any other City staff members or elected officials, except through the City Manager and/or Mayor . The phone number for the City Manager is 770-478-3800.

#### **B. Addenda**

Addenda may be issued in response to changes in the RFP. Addenda must be acknowledged by signing and returning the Addendum Form to be included in the Proposal. Failure to properly acknowledge any Addendum may result in a declaration of non-responsiveness by the City. All Addendums issued for this project may be found on the city's web the website noted above.

#### **C. Right to Cancel or Change RFP**

The City reserves the right to cancel any and all RFPs where it is determined to be in the best interest of the City to do so. The City reserves the right to increase, reduce, add or delete any item in this RFP as deemed necessary.

#### **D. Expenses of Preparing Responses to this RFP**

The City accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

#### **E. Georgia Security and Immigration Compliance**

In compliance with the Georgia Security and Immigration Compliance Act of 2006 (Act 457), Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91), all CONSULTANTS must comply with the above mentioned State of Georgia regulations by completing the provided

affidavits relative to CONSULTANT and Sub CONSULTANT stating affirmatively that the CONSULTANT and any Sub CONSULTANTS are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP and must be signed and provided with the submittal.



**City of Jonesboro, Georgia**

**CONSULTANT AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned CONSULTANT verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Jonesboro has registered with and is participating in a federal work authorization program. As of the effective date of § 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603) ; in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

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

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Office or Agent

Subscribed and sworn before me on this, the \_\_\_\_\_

day of \_\_\_\_\_, 2016

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**City of Jonesboro, Georgia**

**SUB CONSULTANT AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned CONSULTANT verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Jonesboro has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603) ; in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent of Sub Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Office or Agent of Sub Consultant

Subscribed and sworn before me on this, the \_\_\_\_\_  
day of \_\_\_\_\_, 2016

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Attachment: 2018 RFP - LCI (1249 : LCI - (Town Center) TSW)

2017 Jonesboro  
Blueprint  
Downtown Core  
Concept Plan



Attachment: 2018 RFP - LCI (1249 : LCI - (Town Center) TSW)

## Appendix B

### Scope of Work

**I. General:** The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) sub-element:

802 CAS - Livable Centers Initiative Investment Policy Studies (LCI)

**II. Area covered:** All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects within the City of Jonesboro. The study area may extend beyond these limits if needed for logical termini purposes.

**III. Goal:** Portions of the Atlanta Metropolitan Transportation Planning Area are in maintenance for both ozone and PM2.5 standards under the Clean Air Act under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program.

### **IV. Work Tasks:**

The City of Jonesboro completed their original LCI study for the Jonesboro Town Center in 2000. This supplemental study seeks to enhance the connectivity and create mobility options for the revitalization of the central downtown district. Additionally, it is the intent of the city to strengthen the economic sustainability of its downtown. Through the scope of work outlined below the city will seek to maximize its opportunity for mixed-use and quality infill development to improve linkages and access to both active and passive recreational amenities within walking distance of downtown; and improve street, sidewalk and path connectivity.

The work to be accomplished under this contract is divided into the following tasks:

#### **Task 1 – Trail Master Plan:**

The city will conduct develop a Prepare a Concept Layout and draft GDOT Concept Report for the Multi-Use trail connecting Fayetteville Road, Smith Street, Lee Street, and Mill Street connecting the MARTA bus stops and the GRTA Park and Ride with Broad Street and Main Street. The draft GDOT Concept Report for the project based on the existing conditions, technical analysis, and public involvement. Specific elements shall include:

- Review of existing plans and trails and connection points covering the area
- Review road crossings, driveway locations, connections to destinations such as schools, parks, shopping opportunities, and crash data at relevant locations.

- Identify physical constraints such as topography, lack of right-of-way, impacts to potentially historic properties, environmental features and locations of utilities.
- Preferred and alternative alignments and typical sections for each segment of the multi-use trail
- Concept location for potential storm water management features
- Summary of public involvement
- A Preferred and alternative typical section

#### **Task 2 – Downtown Core Master Plan:**

The city will develop a municipal complex master TOD master plan based upon the current space analysis study incorporating mixed income housing and small business incubator space. Specific elements shall include:

- Placement of buildings, heights and transition to surrounding sites.
- Mixture of uses, with number of dwelling units and square feet of non-residential uses. Housing recommendations should seek to provide a variety of dwelling options by type of unit and price for purchase/rent.
- Parking (for vehicles and bikes) including recommendations for overall parking needs for the proposed uses and transit riders.
- A detailed circulation plan including street locations and typical cross-sections identifying vehicular, bicycle, and pedestrian connections adjacent to the downtown core and connectivity to surrounding development sites.
- Other needed physical and/or reconfigured infrastructure to support the desired redevelopment node concept plan.

#### **Task 3– Public Involvement:**

- The City and its consultant will conduct an outreach process that promotes the involvement of all stakeholders in the study area. In addition to local residents, businesses, and property owners, key stakeholders in this process should also include ARC, GDOT, GRTA, and MARTA
- A project Advisory Group of major stakeholders will meet throughout the study process. Project information shall be uploaded to the City’s website to provide basic project information to the public along with project materials and meeting summaries.
- The City will schedule at least two public engagement opportunities and a presentation to the City Council.
- The project’s ARC project manager must be notified of all meetings taking place.
- The Project consultant shall document all stakeholder and public meetings, and demonstration project through meeting summaries and photography (in particular the demonstration project).

#### **Task 4 –Conceptual Plan and Draft Concept Report:**

Prepare a Concept Layout, typical sections and a draft GDOT Concept Report for multi-use trail project based on the technical analysis. Specific elements are as follows:

- Preparation of draft GDOT Concept Report, which includes analysis of potential environmental impacts, ROW, utility and cost estimates.
- Preferred and alternative typical sections

#### **Task 5 – Prepare Project Deliverables**

The following shall be developed and submitted to ARC in the format indicated below:

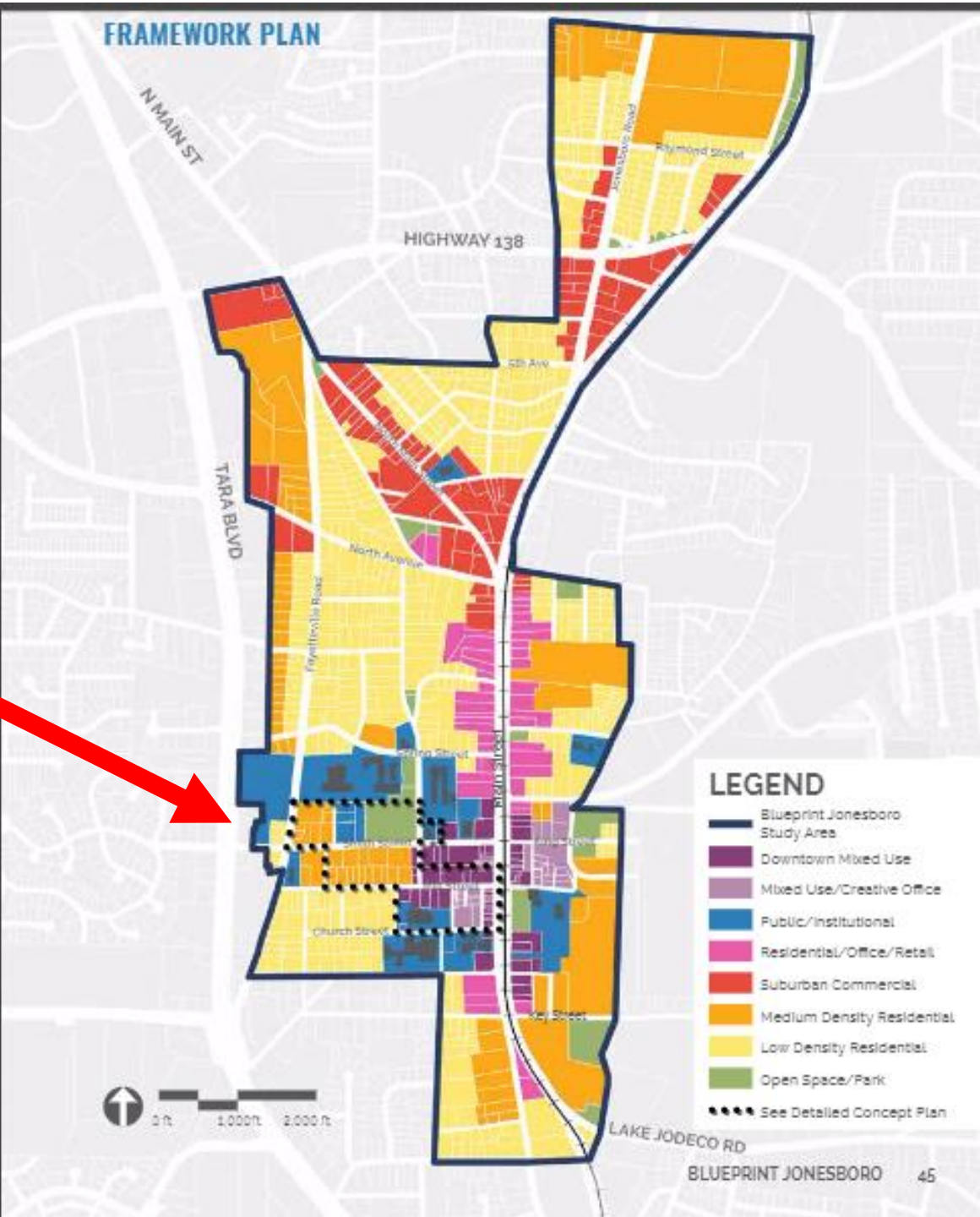
- Deliverables:
  - Summary document describing the study area and study goals;
  - Description of the process utilized to analyze the data; and
- Study conclusions and recommendations.
  - Preferred and alternative typical sections
  - Complete GDOT Concept Report Form
  - Development of a Core Master Plan.

Two (2) printed copies of the summary document shall be provided to ARC, along with an electronic file (on CD) of the summary document with supporting graphics and GIS files.

- Format:
  - One printed copy of all of the above as a combined final report. Summary document and Concept Report in 8.5"x11", and Concept Layout and Typical Sections in 11"x17".
  - Once single combine PDF file of the final report document
  - Electronic editable original documents for each report element, such as MS Word documents of Concept Report and summary documents, GIS shape files, InDesign files, Excel/CAD or other files.



2017 Jonesboro  
Blueprint  
Framework Plan  
showing Downtown  
Core Area



# 2017 Jonesboro Blueprint Downtown Core Concept Plan







ATLANTA REGIONAL COMMISSION  
regional impact + local relevance

**FOR RELEASE FEBRUARY 15, 2018**

**Contact:**

**Jim Jaquish**

**(470) 378-1511**

**Cell: (404) 323-5634**

[jjaquish@atlantaregional.org](mailto:jjaquish@atlantaregional.org)

## **ARC's Livable Centers Initiative Awards Grants to 11 Local Communities**

(ATLANTA – February 15, 2018) - The Atlanta Regional Commission (ARC) has awarded \$742,400 in Livable Centers Initiative (LCI) study grants to 11 metro Atlanta communities.

The grants will help recipients develop plans and policies that create more vibrant, walkable, and connected places. Once the studies are complete, these communities will become eligible to receive funding for transportation projects such as sidewalks and intersection improvements, to help implement their visions.

“The LCI program has improved livability and access to jobs and services across metro Atlanta, while also encouraging more healthy lifestyles” said Kerry Armstrong, ARC chair. “In short, it has helped transform communities across the region.”

The 11 LCI planning grants awarded this year include two major updates to plans already underway, and nine supplemental grants to help continue and/or expand existing studies.

The 2018 LCI study grant recipients are:

### **City of Atlanta**

*Grant Amount: \$120,000*

Building on the success of other plans for the West End area, including the 2001 LCI study, as well as the recently opened Westside Beltline Trail, the West End LCI Major Plan update will result in a vision and action plan for the West End LCI study area. The update will help the city assess the strengths and needs of this growing neighborhood.

**Contact: Charletta Wilson Jacks, 404-330-6145, [cjacks@atlantaga.gov](mailto:cjacks@atlantaga.gov)**

### **City of Avondale Estates**

*Grant Amount: \$40,000*

Avondale Estates will determine the feasibility of creating a four-leg roundabout at the intersection of Laredo Drive and North Clarendon. The project would ease traffic congestion while improving pedestrian safety.

**Contact: Keri Stevens, 404-294-5400, [kstevens@avondaleestates.org](mailto:kstevens@avondaleestates.org)**

### **Central Atlanta Progress**

*Grant Amount: \$50,000*

Central Atlanta Progress hopes to reduce congestion while improving safety and air quality by reducing the number of single-occupant vehicle trips within the downtown area. They hope to accomplish this through a program that is attainable, enforceable, business-sensitive, and outcomes-based.

**Contact: Audrey Leous, 404-658-5911, [aleous@atlantadowntown.com](mailto:aleous@atlantadowntown.com)**

### **City of Chamblee**

*Grant Amount: \$80,000*

The city of Chamblee will design phase 3 of the extension of the Chamblee Rail Trail. This will extend the trail to Ingersoll Rand Drive. It will also provide an analysis of the trail's interaction with the planned Peachtree Road Streetscape project, and the ongoing Town Center Master Plan process.

**Contact: Taylor Baxter, 770-986-5024, [tbaxter@chambleega.gov](mailto:tbaxter@chambleega.gov)**

### **City of Douglasville**

*Grant Amount: \$40,000*

The City of Douglasville is studying a new corridor plan for SR 92 in its downtown. The relocation of the artery to a new bypass enables the city to reimagine the way in which old SR 92 enters Douglasville's downtown.

**Contact: Michelle Wright, 678-409-1858, [wrightm@douglasvillega.gov](mailto:wrightm@douglasvillega.gov)**

### **Gateway85 Gwinnett CID**

*Grant Amount: \$30,000*

Working with Gwinnett County, The Gateway85 Gwinnett Community Improvement District is studying the possibility of creating a greenway trail along Beaver Ruin Creek to enhance the connectivity and quality of life in the area.

**Contact: Matt Gore, 770-449-6542 ex 101, [matt@gwinnettvilleage.com](mailto:matt@gwinnettvilleage.com)**

### **City of Hapeville**

*Grant Amount: \$70,000*

Hapeville is studying the feasibility of a roundabout at the intersection of Virginia Ave, "Little" Virginia Ave, Doug Davis, Clay Place, and Hamilton Ave. It will also develop a plan for better signage along the corridor, consistent with the ongoing work of the Aerotropolis Atlanta Community Improvement District.

**Contact: Lynn M. Patterson, 404-205-0123, [lpatterson@bcstudio.com](mailto:lpatterson@bcstudio.com)**

### **City of Jonesboro**

*Grant Amount: \$76,400*

The city of Jonesboro will develop master plans for trails and for its downtown core, including a new municipal complex and civic spaces. The trails plan will connect existing MARTA and Xpress bus stops with the downtown core area.

**Contact: Ricky Clark, 770-478-3800, [rclark@jonesboroga.com](mailto:rclark@jonesboroga.com)**

### **Livable Buckhead**

*Grant Amount: \$96,000*

Currently, 98% of Buckhead's workforce commutes from outside the community. This project will develop a comprehensive strategy and action plan to diversify the housing supply, allowing more

Buckhead workers to live in the community. It will also help ease traffic congestion.

**Contact: Denise Starling, 404-842-2682, [denise@livablebuckhead.org](mailto:denise@livablebuckhead.org)**

### **City of Marietta**

*Grant Amount: \$100,000*

Marietta will examine redevelopment opportunities for housing and commercial development throughout the study area and assess the impact of developments that have taken place since the original LCI plan was developed in 2001. Impacts to the local economy and to existing planned infrastructure will also be examined, as well as opportunities to improve sidewalk connectivity and other transportation networks.

**Contact: Courtney Verdier, 770-794-5717, [cverdier@mariettaga.gov](mailto:cverdier@mariettaga.gov)**

### **Town Center CID/City of Kennesaw**

*Grant Amount: \$40,000*

A product of the recent comprehensive plan update conducted by ARC and the city of Kennesaw, this study will look at pedestrian connections that will get people on the Noonday Creek Trail safely across Cobb Parkway (US 41). This will improve residents' connections to Town Center Mall, other amenities, and Kennesaw Mountain National Battlefield Park.

**Contact: Darryl Simmons, City of Kennesaw, 770-590-8268, [dsimmons@kennesaw-ga.gov](mailto:dsimmons@kennesaw-ga.gov); Alisha Smith, TCCID, 678-350-5061 ex 2, [alisha@towncentercid.com](mailto:alisha@towncentercid.com)**

ARC has awarded more than \$216 million in LCI grants to 119 communities in the past 18 years. LCI communities cover less than 4% of the region's land area, but in recent years these areas are home to 7% of metro Atlanta's residential development, 29% of commercial development and 69% of office development.

The LCI program is funded with federal transportation dollars. The grants cover 80% of the cost of each study or transportation project, with the recipient making at least a 20% match. Recipients were selected by ARC along with a diverse committee of partner organizations and planning professionals from around the region.

"For 18 years, the LCI program has seen success after success, helping communities across metro Atlanta re-imagine what they would like to be, and then helping to achieve their goals," said Doug Hooker, ARC executive director. "From Atlanta's West Side, to smaller town centers like Chamblee and Jonesboro, we are seeing increased mobility, revitalized neighborhoods, and greater livability."

To learn more about the LCI program and the impact it has had on the Atlanta region, visit [atlantaregional.org/lci](http://atlantaregional.org/lci).



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

**Agenda Item #**

**10.4**

**CONSENT AGENDA – 4**

**COUNCIL MEETING DATE**  
May 14, 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 an agreement by and between the City of Jonesboro and the Clayton County Convention and Visitors Bureau for destination marketing services.

**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 City's current Code of Ordinances authorizes an 8% (or 8 pennies) tax on all hotel-motel room rentals in the city, authorized under the provisions of OCGA § 48-13-51(b). Currently, the City also evenly splits the pennies allocated for TCT between two DMOs: 1½ penny to the Clayton County Visitor's Bureau ("CCVB"), and 1½ penny to Historical Jonesboro Clayton County, INC (Historical Jonesboro). CCVB has been serving as the DMO for the City since the HMT legislation was approved. CCVB is documented as being a 501(c)(6) non-profit corporation, serving as the DMO for other municipalities as well. In short, the City's agreement with CCVB for use of HMT funds for TCT is perfectly proper.

The City's agreement with Historical Jonesboro, however, could lead to legal issues and/or challenges as we have found that Historical Jonesboro is not registered as a 501(c)(6) organization, but instead is registered with the IRS as a 501(c)(3). Unfortunately, the 501(c)(3) designation is insufficient for purposes of DMO eligibility under OCGA § 48-13-51. As such, Historical Jonesboro is not eligible to act as a DMO for the City.

That solution would call for the City to renegotiate its agreement with CCVB, and to make CCVB the sole DMO for the City's HMT funds. The new contract would also require CCVB to spend the same amount of TCT funds on Historical Jonesboro that Historical Jonesboro received under the City's old formula. Finally, the City's agreement with Historical Jonesboro would end, but Historical Jonesboro would still receive the same benefit it received before. By directly contracting with CCVB and requiring them to spend a specified amount on Historical Jonesboro, the City can guarantee that Historical Jonesboro is still properly advertised and promoted, while coming into compliance with State law.

**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.)*

- Destination Marketing Services Agreement (w edits 2) JTO Edits 3

**Staff Recommendation**

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

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

May, 14, 2018

**05/07/18**  
**ITEM**

**City Council**  
**Next: 05/14/18**

**CONSENT AGENDA**

**Signature**

**City Clerk's Office**



## ATTACHMENT “A”

**DESTINATION MARKETING SERVICES AGREEMENT**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF JONESBORO (hereinafter “City”), a Georgia municipal corporation and THE CLAYTON COUNTY CONVENTION AND VISITORS BUREAU a destination marketing organization pursuant to Chapter 13 of Title 48 of the Official Code of Georgia Annotated, and a corporation created under the laws of the State of Georgia, and is qualified as a non-profit corporation under Section 501(c)(6) of the United States Internal Revenue Code (hereinafter "Organization" or “DMO”). The City and Organization are sometimes referred to in this Agreement individually as a “Party” or jointly as “Parties”.

**WHEREAS**, O.C.G.A. Section 48-13-51(a) authorizes municipalities to impose, levy, and collect an excise tax upon the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the municipality for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value;

**WHEREAS**, Article 6, Section 66-172 of the Code of Ordinances, City of Jonesboro provides for the imposition of an excise tax of eight percent (8%) on hotels and motels within the city of Jonesboro;

**WHEREAS**, City desires to enter this Agreement with Organization to provide destination marketing services for City;

**WHEREAS**, Organization is willing to provide the destination marketing services in an effort to promote tourism, conventions, and trade shows to the City and the Historic District;

**WHEREAS**, the City will supply the Organization with the aforementioned hotel-motel taxes levied through-out the City and the Organization may be supported in part by private sector contributions;

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby agreed to by the Parties, the Parties hereto agree as follows:

## TERMS

### 1. Responsibilities and Obligations.

#### a. City

- i. City transfer the proceeds of the aforementioned hotel motel excise tax to the Organization on a monthly basis ("Funds").
- ii. Said payments shall be made by the tenth (10<sup>th</sup>) day of each month for the tax proceeds received in the previous month.

#### b. Organization

- i. Organization shall develop a budget(s) and plan(s) for the marketing and promotion of the City and the Historic District for Tourism, Conventions, and Trade Shows (hereinafter "TCT"), including all marketing the activities described in this Agreement. In addition to the preliminary budget(s) and plan(s) submitted to the City at the time of the signing of this Agreement, Organization shall present to the City Mayor and Council a final budget and plan within ninety (90) days from the signing of this Agreement by the Parties;
- ii. Organization shall do its best to market and promote various events on behalf of the City, including but not limited to:
  - a. **Summer Concert Series**
  - b. **Jonesboro Main Street Activities**
  - c. **City of Jonesboro Events**
- iii. Organization shall budget portion of the Funds in the amount of no less than two and one half (2 ½) percent of the amount received from the City on a monthly basis to provide for the direct and exclusive TCT promotion for Historical Jonesboro Clayton County, Inc. (hereinafter "Historical Jonesboro"), including all events and facilities hosted and maintained by Historical Jonesboro.
  - A. Historic Jonesboro shall be responsible for making all initial orders and purchases for the marketing and promotional services and materials for TCT promotion.
  - B. Historic Jonesboro shall submit invoices from any vendors for such marketing and promotion materials and services to Organization for payment. Organization shall then make all payments of such invoices directly to the applicable vendors.
  - C. Historic Jonesboro is responsible for submitting any invoices to Organization within ten (10) days of receipt. Organization shall not be responsible for any invoice(s) that either solely or collectively exceed the amount of \$\_\_\_\_\_. (same as the amount above).
  - D. Funds described in this Section shall be limited to the promoting and marketing of the events and facilities hosted by Historical Jonesboro on behalf of the City.

## 2. Custom and Specific Services

In addition to the Responsibilities and Obligations outlined in Section 1(b) above, Organization further agrees to perform the following customized and specific services for the promotion of Tourism, Conventions, and Trade Shows for the City. Such custom and specific services shall include:

- a. **Events:** All events listed in Section 1(b)(iii), and additionally shall promote other future events that may be developed or organized by the City and mutually agreed upon by the parties during the course of this Agreement. Such additional events, if any, are to be named at a later date, with this Agreement subject to amendment to include such events, if necessary.



- b. **Sponsorship:** The Organization will provide marketing sponsorship support annually for a mutually agreed upon number of City of Jonesboro events described in Section 1(b)(iii), Section 2, and throughout this Agreement, and including, but not limited to Summer Concert Series, Downtown Street Festival, Georgia Cities Week. In order for the events to be eligible for sponsorship funding, they must meet two key criteria: 1) the events must be designed to bring visitors from outside the city (not geared towards residents/locals); and 2) the supporting funding must be used for marketing that particular event only. These events and budget allotted will be selected and mutually agreed by the Parties upon prior to the end of the first quarter of said contract. Once this sponsorship budget fund is depleted for the budget year, additional funding will not be available until the next fiscal year.
- c. **Branding, Marketing & Communications:** The Organization will initiate an effort in coordination with the City to Brand the City as a destination for visitors (Regionally, Nationally and Globally). The DMO will target and market the City in accordance with a well-developed branding, marketing and communications plan (Marketing & Communications Plan). The Marketing and Communications Plan shall include a list of potential target audiences, goals, key messages, as well as strategies, time frames/methods & means. The Marketing & Communication Plan should take into account any and all input from key stakeholders in the City, including local hoteliers and business owners operating within the City limits. Such coordination between the DMO, City, and local hotels and businesses will flow through the City Manager as the designated point of contact. Prior to the adoption of the Marketing and Communications Plan, the DMO shall meet with City Officials to discuss and approve the Marketing and Communications Plan as it relates to the City. The DMO shall make itself available, with reasonable notice, to appear and/or meet with City officials, hoteliers, and businesses owners to answer questions regarding the Marketing & Communication Plan if requested to do so by the City.

### 3. Performance Measurement:

The Organization's performance of this Agreement is subject to review by the City. Such performance shall be measured, evaluated, reviewed, and otherwise determined by evaluating the Smith Travel-STR Report and comparing the results provided to the City sales tax collection report to determine if hotel visits and sales tax receipts are increasing. An independent evaluation committee selected by the City will review and evaluate the progress of the DMO based on information from the STR & Hotel Tax Collection reports every 6 months.

### 4. Term and Termination

- a. The term of this Agreement shall commence on the above date for a one (1) year period (the "Initial Term") and this Agreement will automatically renew for an additional one year term at the end of the Initial Term unless either Party has given no less than ninety (90) days

prior written notice to the other Party that it does not wish to renew the Agreement for an additional one (1) year period, for no more than two consecutive renewal periods. Further, either party may terminate this Agreement for any reason, including its own convenience, by providing no less than ninety (90) days prior written notice to the other party of such termination.

b. Upon the non-renewal or termination of this Agreement, Organization shall refund to the City all unused Funds within possession of the Organization. As used in this Agreement, unused Funds shall include any Funds not already spent, or accounted for, but shall not include funds needed to pay for any contractual relationship that must be cancelled due to the termination or non-renewal of this Agreement, or otherwise due to Organization, but not yet collected by Organization.

## **5. Insurance**

In the event the Organization/DMO partners with the City for a specific event, Organization shall procure and maintain liability insurance naming the City as an additional insured in the amount of no less than ONE MILLION DOLLARS (\$1,000,000)

## **6. Indemnification and Limitation of Liability**

a. Any contractual obligation entered into or assumed in writing by Organization shall be the sole responsibility of Organization. Organization shall indemnify and hold the City harmless from any and all claims or causes of action arising out of the breach by Organization or any of its employees, agents or representatives of such contractual obligations, including wrongful criminal acts of Organization, or its employees, agents or representatives. Organization shall also indemnify and hold harmless the City for any injuries sustained on the City premises due to the intentional misconduct or gross negligence of Organization or any of its employees, agents or representatives. Finally, Organization employees are not to be considered employees or contractors of the City for purposes of coverage by Workers Compensation insurance. Notwithstanding anything herein to the contrary, Organization shall have no indemnification responsibility for damages covered by insurance.

b. Further, except to the extent that any liability, loss, cost, expense or obligation arise due to the City, or its employees, agents, or contractors' negligence or misconduct, or breach by the City of any of its obligations under or related to this Agreement, Organization shall indemnify, defend and hold harmless the City and its officers, directors, agents and employees from and against any and all liability, loss, cost, expense or obligation, including, without limitation, reasonable attorneys' fees, court costs and other expenses, including, without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons, or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to this Agreement.

c. In no event shall either Party or its respective members, employees, agents or assigns be liable for any indirect, incidental, special or consequential damages, including without limitation, lost profits, arising out of or relating to this Agreement even if given advance notice of the possibility of such damages.

d. The City shall hold defend, indemnify and hold harmless Organization and its officers, directors, employees and agents from and against any and all damages, claims for damage, judgments, costs and expenses (including reasonable attorneys' fees) that occur by reason of the City, or its employees, agents, or contractors' negligence or criminal misconduct.

## 7. Designated Representatives and Notices

Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purposes) for the administration of this Agreement:

**Organization:**

Clayton County Convention and Visitors Bureau  
104 N Main Street  
Jonesboro, Georgia 30236

*With a copy to:*

Freeman, Mathis & Gary, LLP  
c/o Legal Counsel  
667 Forest Parkway, Suite  
Forest Park, Georgia 30297

**City:**

City Manager  
City of Jonesboro  
124 North Avenue  
Jonesboro, Georgia 30236

*With a copy to:*

Fincher Denmark, LLC  
c/o City Attorney  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236

Notices. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth above shall be the addresses used for notice purposes unless written notice of a change of address is given.

## 8. Miscellaneous

- a. Assignment. This Agreement may not be assigned by or transferred by Organization, in whole or in part, without the prior written consent of the City which shall not be unreasonably withheld.
- b. Headings. The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.
- c. No Joint Venture. Organization shall perform its duties herein as an independent contractor. Notwithstanding anything contained herein to the contrary, nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties, except as principal and independent contractor agent.
- d. Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate, or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.
- e. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.
- f. Governing Law, Forum and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Georgia with the courts of that State having jurisdiction to resolve all disputes which may arise under, or which relate to this Agreement. Any and all claims or actions arising out of or relating to this Agreement shall be filed in and heard by any court of competent jurisdiction to hear such suits located in Georgia.
- g. Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.
- h. Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document, and to carry out the business transaction contemplated by this Agreement.

- i. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.
- j. Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.
- k. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.
- l. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.
- m. Modification. This Agreement shall not be modified, amended, or changed, except in a writing signed by each of the Parties affected by such modification, amendment or change.
- n. Further Assurances. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.

(SIGNATURES LOCATED ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

CITY OF JONESBORO

By:

Its:

\_\_\_\_\_  
[Printed Name and Title]

ATTESTED TO:

By: \_\_\_\_\_  
Clerk

[Seal]

DESTINATION MARKETING ORGANIZATION

By:

Its:

\_\_\_\_\_  
[Printed Name and Title]

ATTESTED TO:


By: \_\_\_\_\_

[Seal]

Attachment: Destination Marketing Services Agreement (w edits 2) JTO Edits 3 (1252 : Hotel Motel Tax - DMO)

DRAFT



	<b>CITY OF JONESBORO, GEORGIA COUNCIL</b> <b>Agenda Item Summary</b>		<b>Agenda Item #</b> <span style="background-color: #cccccc; padding: 2px 5px;"><b>10.5</b></span>
			<b>CONSENT AGENDA – 5</b>  <b>COUNCIL MEETING DATE</b> May 14, 2018
<b>Requesting Agency (Initiator)</b> Office of the City Manager		<b>Sponsor(s)</b>	
<b>Requested Action</b> <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to consider a Minor Subdivision application #18SUB001 as submitted by Jonesboro First Baptist Church (property owner) & Patricia G. Sebo (applicant).			
<b>Requirement for Board Action</b> <i>(Cite specific Council policy, statute or code requirement)</i>			
<b>Is this Item Goal Related?</b> <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> <b>Yes</b> <span style="margin-left: 50px;"><b>Community Planning, Neighborhood and Business Revitalization</b></span>			
<div style="display: flex; justify-content: space-between;"> <div> <b>Summary &amp; Background</b> </div> <div style="font-size: small;"> <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> </div> </div> <p>Pursuant to our Code of Ordinances, a request has been made to combine parcels located at 150 &amp; 154 College Street (Indicative of Lots 1&amp;2) on the attached survey. The property owner, First Baptist Church, has quit claimed the property to applicant, Pat Sebo who desires to expand/clarify the boundaries of the existing property. Staff has reviewed the request and find no detriment that the request poses to the area.</p> <p>The approval of the request will further require recordation of final plat.</p> <p>All applicable fees and deeds have been provided.</p>			
<div style="display: flex; justify-content: space-between;"> <div> <b>Fiscal Impact</b> </div> <div style="font-size: small;"> <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> </div> </div>			
<b>Exhibits Attached</b> <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> <ul style="list-style-type: none"> <li>Sebo - Subdivision Application - 18SUB001</li> <li>Sebo - Subdivision Application - 18SUB001</li> </ul>			
<b>Staff Recommendation</b> <i>(Type Name, Title, Agency and Phone)</i> <b>Approval</b>			

<b>FOLLOW-UP APPROVAL ACTION (City Clerk)</b>			
<b>Typed Name and Title</b> Ricky L. Clark, City Manager	<b>Date</b> May, 14, 2018	<b>05/07/18</b> <b>ITEM</b>	<b>City Council</b> <b>Next: 05/14/18</b>
<b>Signature</b>	<b>City Clerk's Office</b>		





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

## MINOR SUBDIVISION CONCEPT PLAN/FINAL PLAT APPLICATION

This application is required for subdivision of a parcel of land into four (4) property lots or less. All applications must be complete, signed, notarized and submitted in accordance with the adopted Zoning Ordinance. Incomplete applications will not be accepted.

**ADMINISTRATION FEE: \$250.00** (Non-Refundable). The City of Jonesboro will calculate and advise fees due.

Date Received:

05/04/2018

### Owner/ Applicant Information

<b>Property Owner Name:</b> Jonesboro First Baptist			<b>Applicant Name</b> Patricia G. Sebo		
<b>Property Owner Address:</b> 147 Church Street			<b>Applicant Address:</b> 175 Church Street		
<b>City</b> Jonesboro	<b>State</b> GA	<b>Zip</b> 30236	<b>City</b> Jonesboro	<b>State</b> GA	<b>Zip</b> 30236
<b>Telephone</b> 770-478-6710			<b>Telephone</b> 770-471-8386		
<b>Fax</b>			<b>Fax</b>		
<b>Email</b>			<b>Email</b> patricia.sebo@comcast.net		

### Property Information

<b>Project Name:</b> Sebo Expansion		<b>Legal Description:</b> Please attach a deed	
<b>Address:</b> 150 & 154 College Street Jonesboro, GA 30236			
<b>Parcel # (s)</b> 1 & 2	<b>Lot#:</b> 824	<b>Zoning:</b>	
<b>Acreage:</b> 0.0102 0.018	<b>Site Acreage:</b> Total 0.0120		

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

## Proposed Project Information

<b>Zoning Classification:</b>	<b>Any Applicable Variance:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No	<b>Any Applicable Conditions</b> <input type="radio"/> Yes <input checked="" type="radio"/> No	<b>Total Acreage:</b> 0.0120
<b>Any Applicable Zoning Overlay Districts:</b>			
<b>Total Number of lots Proposed:</b>		<b>Minimum Lot Setbacks</b>	
<b>Minimum Lot Size Proposed:</b>		<b>Amenity Area:</b>	

I HEREBY CERTIFY THAT THE SITE DESCRIBED HEREIN WILL BE CONSTRUCTED AND OR USED IN ACCORDANCE WITH ALL APPLICABLE ZONING ORDINANCES AND LAWS GOVERNING THE CITY OF JONESBORO, AND MUST BE RECORDED WITH FIFTEEN (15) DAYS OF APPROVAL.

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN ONE YEAR.

APPLICANT SIGNATURE: 

DATE: 5/4/18

## FOR OFFICE USE ONLY:

Date Received: 05 / 04 / 20 18

Fee Amount Enclosed: \$ 250.00

Date Approved: \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Date Denied \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

License Issued \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Comment:

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Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

## APPLICATION CHECKLIST

Requirement	Minor Subdivision ( <i>three lots or less</i> )
Pre-development review with staff	Required
Application form completed	Required
Letter of intent	
Number of copies of plat	3
Filing fee ( <i>current rates are on file with City Hall</i> )	Required
Description of type of water supply and sewerage system and utilities to be provided	Required
Data on existing conditions	
Hydrological or other engineering study	Per city manager
Subdivision entrance monument and landscaping elevation/plan (prepared by registered landscape architect)	Per city manager
Warranty deed for the dedication of streets and other public places	Required
Written approval from electric utility company regarding installation of service points and street lights	
As-built drawings of public improvements	
Subdivision improvement guarantee	
Title	Required
Plat Certificates	Required

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

### 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:

Jonesboro First Baptist

PRINT NAME

[Signature] 5/3/18

SIGNATURE/DATE

APPLICANT:

Patricia G. Sebo

PRINT NAME

[Signature] 5/3/18

SIGNATURE/DATE

NOTARY:

Pauline R. Hughes

SIGNATURE/DATE



Recording requested by: Patricia G. Sebo

Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: Patricia G. SeboName Patricia G. SeboAddress: 175 Church StreetAddress 175 Church StreetCity/State/Zip: Jonesboro, GA. 30236City/State/Zip Jonesboro GA. 30236Property Tax Parcel/Account Number: 13241C 0004

## Quitclaim Deed

This Quitclaim Deed is made on May 3, 2018, betweenWes Agnew, Grantor, of First Baptist Church, City of Jonesboro, State of Georgia,and Patricia G. Sebo, Grantee, of, City of Jonesboro, State of Georgia.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 150 College Street

, City of Jonesboro, State of Georgia.

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2018 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Quitclaim Deed Pg.1 (11-12)

Dated: 5/3/18 WA

[Signature]  
Signature of Grantor

WES AGNEW  
Name of Grantor

[Signature]  
Signature of Witness #1

Marcia Pundsack  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2

LORA L Roby  
Printed Name of Witness #2

State of Georgia County of Clayton  
On May 3, 2018, the Grantor, Wes Agnew,  
personally came before me and, being duly sworn, did state and prove that he/she is the person described  
in the above document and that he/she signed the above document in my presence.

[Signature]  
Notary Signature



Notary Public,

In and for the County of Clayton State of Georgia  
My commission expires: 5/20/18 Seal

Send all tax statements to Grantee.

Quitclaim Deed Pg.2 (11-12)

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)



FILED  
CLAYTON COUNTY, GA

2016 FEB 17 AM 11:44

JACQUILINE D. WILLS  
CLERK SUPERIOR COURT

3536

Clayton County, Georgia  
Real Estate Transfer Tax  
Paid \$ 0  
Date 2-17-2016  
JACQUILINE D. WILLS  
Clerk, Superior CourtRecording requested by: Patricia G. Sebo

Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: Patricia G. SeboName Patricia G. SeboAddress: 175 Church StreetAddress 175 Church StreetCity/State/Zip: Jonesboro, GA 30236City/State/Zip Jonesboro, GA 30236Property Tax Parcel/Account Number: 13241C C004

## Quitclaim Deed

This Quitclaim Deed is made on February 17, 2016, between  
Wes Agnew, Grantor, of First Baptist Church  
Jonesboro, City of Jonesboro, State of Georgia,  
 and Patricia G. Sebo, Grantee, of  
Jonesboro, City of Jonesboro, State of Georgia.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 154 College Street  
Jonesboro, City of Jonesboro, State of Georgia :

### Exhibit A

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2016 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Quitclaim Deed Pg.1 (11-12)

BK 10845PG037

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

Dated: 2/17/14

[Signature]  
Signature of Grantor

WES AGNEW  
Name of Grantor

[Signature]  
Signature of Witness #1

William C MAUROSS  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2

Marcia Pundsack  
Printed Name of Witness #2

State of Georgia County of CLAYTON  
On FEB 2/2014, the Grantor, WES Agnew,  
personally came before me and, being duly sworn, did state and prove that he/she is the person described  
in the above document and that he/she signed the above document in my presence.

[Signature]  
Notary Signature

Notary Public,

In and for the County of Clayton State of Georgia

My commission expires: 3/28/2014

Send all tax statements to Grantee.

Seal Damari R Acosta  
NOTARY PUBLIC  
Clayton County, GEORGIA  
My Comm. Expires  
3/28/2014

Quitclaim Deed Pg.2 (11-12)

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)



# Exhibit A

## SURVEY WRITTEN DESCRIPTION Out parcel#1

All that tract or parcel of land lying and being in Land Lot 241 of the 13th District, Clayton County, Georgia, and being more particularly described as follows:

Commencing at the existing intersection of the Easterly R/W of Stewart Ave. (40.0 ft. R/W used), and the Southerly R/W of Church Street (40.0 ft. R/W); Thence S 85°04'01" E a distance of 344.24' to a point; Thence S 04°24'00" W a distance of 155.38' to a point; Thence S 82°38'09" E a distance of 46.89' to a point, this point being The POINT OF BEGINNING (P.O.B.).

From THE POINT OF BEGINNING (P.O.B);  
Thence S 81°55'04'' E a distance of 25.83' to a point;  
Thence S 10°37'42'' W a distance of 18.30' to a point;  
Thence N 78°52'03'' W a distance of 24.57' to a point;  
Thence N 06°28'28'' E a distance of 16.98' to THE POINT OF BEGINNING

Containing 443.95 square feet or 0.0102 acres.  
Also granted all easements recorded or unrecorded

BK 10845 PG 039

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

## GENERAL NOTES

1. Together with all easements recorded and unrecorded.
2. Last date of field survey 03/14/2014
3. All linear distances shown on plat shall be horizontal.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,203 FEET, AND AN ANGULAR ERROR OF 3" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15,361 FEET.

EQUIPMENT USED GTS 220

## LEGENDS OF SYMBOLS

P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
ODTP	OPEN TOP PIPE
OIPF	IRON PIN FOUND
OIPS	IRON PIN SET 1/2" # REBAR W/ CAP
C/G	CURB AND GUTTER
P/L	PROPERTY LINE
R/W	RIGHT-OF-WAY
L.L.L.	LAND LOT LINE
CWF	CONCRETE MONUMENT FOUND
POL	POINT ON LINE
B.O.C.	BACK OF CURB
FNC	FENCE CORNER
EP	EDGE OF PAVEMENT
PC	PROPERTY CORNER
LP	LIGHT POLE
PP	POWER POLE
GW	GUY WIRE
JB	EXISTING JUNCTION BOX
WV	EXISTING WATER VALVE
PH	EXISTING FIRE HYDRANT
T.B.M.	TEMPORARY BENCH MARK
B.F.E.	BASE FLOOD ELEVATION
M.F.E.	MINIMUM FLOOD ELEVATION
HW	HEADWALL
SWCB	SINGLE WALL CATCH BASIN
DWCB	DOUBLE WALL CATCH BASIN
OS	OUTLET STRUCTURE (RISER)
DI	DROP INLET
WM	WATER METER
W	WATERLINE
SS	SANITARY SEWER LINE
OV	OVERHEAD POWERLINE
UFO	UNDERGROUND FIBER OPTICS
G	GASLINE
LS	LANDSCAPING
PKS (F)	PK NAIL SET (FOUND)
EX-WH	EXISTING SANITARY SEWER MANHOLE
SSMH	SANITARY SEWER MANHOLE
S.S.E.	SANITARY EASEMENT
C/O	CLEAN-OUT
FDC	FIRE DEPARTMENT CONNECTOR
C.L.F.	CHAIN LINK FENCE
D.E.	DRAINAGE EASEMENT
R.R.E.	RAIL ROAD EASEMENT
H	HEIGHT
UE	UNDERGROUND ELECTRIC
AC	AIRCONDITION UNITS

## FLOOD NOTES

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE DEPT. OF HUD THROUGH THE FEMA. IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD AREA.

REF: SURVEY PLAT BY ESTON PENDLEY DATED 01-28-97

## UTILITY NOTES

## NOTES:

1. INFORMATION REGARDING THE PRESENCE, SIZE, AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THE INFORMATION IS BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE SITE PLANS, AND PAINT PLACED BY UNDERGROUND SERVICES. "NO CERTIFICATION IS MADE AS TO THE ACCURACY"

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE BOARD RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



ANGEL M. MARRERO R.L.S. #2642  
Certified Design Professional # 4479

PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" MEANS TO DECLARE A PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.



<b>SOUTHSIDE</b>		#18 ATLANTA ST.	1
SURVEYING & PLANNING		MCDONOUGH, GA 30253	1
LSF000831		Phone: (770) 320-8009	
		Fax: (770) 320-8098	
SURVEY FOR			
<b>PATRICIA SEBO</b>			
CITY OF JONESBORO			
Land Lot 241		13TH District CLAYTON County, GA	
Drawn By: AMM		Scale: 1"=30'	
Dwg No: 2-140328A		Date: 03/18/14	

Recording requested by: Patricia G. Sebo

Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: Patricia G. SeboName Patricia G. SeboAddress: 175 Church StreetAddress 175 Church StreetCity/State/Zip: Jonesboro, GA 30236City/State/Zip Jonesboro, GA 30236Property Tax Parcel/Account Number: 13241C C004

## Quitclaim Deed

This Quitclaim Deed is made on May 3, 2018, betweenWes Agnew, Grantor, of First Baptist Church, City of Jonesboro, State of Georgia,and Patricia G. Sebo, Grantee, of, City of Jonesboro, State of Georgia.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 154 College Street

, City of Jonesboro, State of Georgia:

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2018 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Quitclaim Deed Pg.1 (11-12)

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

Dated: 5/3/18

[Signature]  
Signature of Grantor

WES Agnew  
Name of Grantor

[Signature]  
Signature of Witness #1

Marcia Pundsack  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2

Loea L Roby  
Printed Name of Witness #2

State of Georgia County of Clayton  
On May 3, 2018, the Grantor, Wes Agnew,  
personally came before me and, being duly sworn, did state and prove that he/she is the person described  
in the above document and that he/she signed the above document in my presence.

[Signature]  
Notary Signature

Notary Public,

In and for the County of Clayton State of Georgia  
My commission expires: 5-20-2018



Seal

Send all tax statements to Grantee.

Quitclaim Deed Pg.2 (11-12)

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)



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

## MINOR SUBDIVISION CONCEPT PLAN/FINAL PLAT APPLICATION

This application is required for subdivision of a parcel of land into four (4) property lots or less. All applications must be complete, signed, notarized and submitted in accordance with the adopted Zoning Ordinance. Incomplete applications will not be accepted.

**ADMINISTRATION FEE: \$250.00** (Non-Refundable). The City of Jonesboro will calculate and advise fees due.

Date Received:

05/04/2018

### Owner/ Applicant Information

<b>Property Owner Name:</b> Jonesboro First Baptist			<b>Applicant Name</b> Patricia G. Sebo		
<b>Property Owner Address:</b> 147 Church Street			<b>Applicant Address:</b> 175 Church Street		
<b>City</b> Jonesboro	<b>State</b> GA	<b>Zip</b> 30236	<b>City</b> Jonesboro	<b>State</b> GA	<b>Zip</b> 30236
<b>Telephone</b> 770-478-6710			<b>Telephone</b> 770-471-8386		
<b>Fax</b>			<b>Fax</b>		
<b>Email</b>			<b>Email</b> patricia.sebo@comcast.net		

### Property Information

<b>Project Name:</b> Sebo Expansion		<b>Legal Description:</b> Please attach a deed	
<b>Address:</b> 150 & 154 College Street Jonesboro, GA 30236			
<b>Parcel # (s)</b> 1 & 2	<b>Lot#:</b> 824	<b>Zoning:</b>	
<b>Acreage:</b> 0.0102 0.018	<b>Site Acreage:</b> Total 0.0120		

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

## Proposed Project Information

<b>Zoning Classification:</b>	<b>Any Applicable Variance:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No	<b>Any Applicable Conditions</b> <input type="radio"/> Yes <input checked="" type="radio"/> No	<b>Total Acreage:</b> 0.0120
<b>Any Applicable Zoning Overlay Districts:</b>			
<b>Total Number of lots Proposed:</b>		<b>Minimum Lot Setbacks</b>	
<b>Minimum Lot Size Proposed:</b>		<b>Amenity Area:</b>	

I HEREBY CERTIFY THAT THE SITE DESCRIBED HEREIN WILL BE CONSTRUCTED AND OR USED IN ACCORDANCE WITH ALL APPLICABLE ZONING ORDINANCES AND LAWS GOVERNING THE CITY OF JONESBORO, AND MUST BE RECORDED WITH FIFTEEN (15) DAYS OF APPROVAL.

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN ONE YEAR.

APPLICANT SIGNATURE: 

DATE: 5/4/18

## FOR OFFICE USE ONLY:

Date Received: 05/04/2018

Fee Amount Enclosed: \$ 250.00

Date Approved: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Date Denied \_\_\_\_/\_\_\_\_/20\_\_\_\_

License Issued \_\_\_\_/\_\_\_\_/20\_\_\_\_

Comment:

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Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)



## APPLICATION CHECKLIST

Requirement	Minor Subdivision <i>(three lots or less)</i>
Pre-development review with staff	Required
Application form completed	Required
Letter of intent	
Number of copies of plat	3
Filing fee <i>(current rates are on file with City Hall)</i>	Required
Description of type of water supply and sewerage system and utilities to be provided	Required
Data on existing conditions	
Hydrological or other engineering study	Per city manager
Subdivision entrance monument and landscaping elevation/plan (prepared by registered landscape architect)	Per city manager
Warranty deed for the dedication of streets and other public places	Required
Written approval from electric utility company regarding installation of service points and street lights	
As-built drawings of public improvements	
Subdivision improvement guarantee	
Title	Required
Plat Certificates	Required

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

### 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:

Jonesboro First Baptist

PRINT NAME

[Signature] 5/3/18

SIGNATURE/DATE

APPLICANT:

Patricia G. Sebo

PRINT NAME

[Signature] 5/3/18

SIGNATURE/DATE

NOTARY:

Pauline R. Hughes

SIGNATURE/DATE





Recording requested by: Patricia G. Sebo

Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: Patricia G. SeboName Patricia G. SeboAddress: 175 Church StreetAddress 175 Church StreetCity/State/Zip: Jonesboro, GA. 30236City/State/Zip Jonesboro GA. 30236Property Tax Parcel/Account Number: 13241C 0004

## Quitclaim Deed

This Quitclaim Deed is made on

May 3, 2018

, between

Wes Agnew

, Grantor, of

First Baptist Church

, City of

Jonesboro

, State of

Georgia

and

Patricia G. Sebo

, Grantee, of

, City of

Jonesboro

, State of

Georgia

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at

150 College Street

, City of

Jonesboro

, State of

Georgia

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2018 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Quitclaim Deed Pg.1 (11-12)

Dated: 5/3/18 WA

[Signature]  
Signature of Grantor

WES AGNEW  
Name of Grantor

[Signature]  
Signature of Witness #1

Marcia Pundsack  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2

LORA L Roby  
Printed Name of Witness #2

State of Georgia County of Clayton  
On May 3, 2018, the Grantor, Wes Agnew,  
personally came before me and, being duly sworn, did state and prove that he/she is the person described  
in the above document and that he/she signed the above document in my presence.

[Signature]  
Notary Signature



Notary Public,

In and for the County of Clayton State of Georgia  
My commission expires: 5/20/18 Seal

Send all tax statements to Grantee.

Quitclaim Deed Pg.2 (11-12)

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

FILED  
CLAYTON COUNTY, GA

2016 FEB 17 AM 11:44

JACQUILINE D. WILLS  
CLERK SUPERIOR COURT

3536

Clayton County, Georgia  
Real Estate Transfer Tax  
Paid \$ 0  
Date 2-17-2016  
JACQUILINE D. WILLS  
Clerk, Superior CourtRecording requested by: Patricia G. Sebo

Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: Patricia G. SeboName Patricia G. SeboAddress: 175 Church StreetAddress 175 Church StreetCity/State/Zip: Jonesboro, GA 30236City/State/Zip Jonesboro, GA 30236Property Tax Parcel/Account Number: 13241C C004

## Quitclaim Deed

This Quitclaim Deed is made on February 17, 2016, between  
Wes Agnew, Grantor, of First Baptist Church  
Jonesboro, City of Jonesboro, State of Georgia,  
 and Patricia G. Sebo, Grantee, of  
Jonesboro, City of Jonesboro, State of Georgia.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 154 College Street  
Jonesboro, City of Jonesboro, State of Georgia:

### Exhibit A

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2016 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Quitclaim Deed Pg.1 (11-12)

BK 10845PG037

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

Dated: 2/17/14

[Signature]  
Signature of Grantor

WES AGNEW  
Name of Grantor

[Signature]  
Signature of Witness #1

William C MAUROSS  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2

Marcia Pundsack  
Printed Name of Witness #2

State of Georgia County of CLAYTON  
On FEB 2/2014, the Grantor, WES Agnew,  
personally came before me and, being duly sworn, did state and prove that he/she is the person described  
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[Signature]  
Notary Signature

Notary Public,

In and for the County of Clayton State of Georgia

My commission expires: 3/28/2014

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NOTARY PUBLIC  
Clayton County, GEORGIA  
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Quitclaim Deed Pg.2 (11-12)

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# Exhibit A

## SURVEY WRITTEN DESCRIPTION Out parcel#1

All that tract or parcel of land lying and being in Land Lot 241 of the 13th District, Clayton County, Georgia, and being more particularly described as follows:

Commencing at the existing intersection of the Easterly R/W of Stewart Ave. (40.0 ft. R/W used), and the Southerly R/W of Church Street (40.0 ft. R/W); Thence S 85°04'01" E a distance of 344.24' to a point; Thence S 04°24'00" W a distance of 155.38' to a point; Thence S 82°38'09" E a distance of 46.89' to a point, this point being The POINT OF BEGINNING (P.O.B.).

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BK 10845 PG 039

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## GENERAL NOTES

1. Together with all easements recorded and unrecorded.
2. Last date of field survey 03/14/2014
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EQUIPMENT USED GTS 220

## LEGENDS OF SYMBOLS

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OIPF	IRON PIN FOUND
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REF: SURVEY PLAT BY ESTON PENDLEY DATED 01-28-97

## UTILITY NOTES

## NOTES:

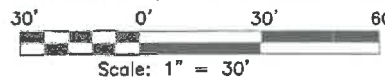
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Certified Design Professional # 4479

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LSF000831		Phone: (770) 320-8009	
		Fax: (770) 320-8098	
SURVEY FOR			
<b>PATRICIA SEBO</b>			
CITY OF JONESBORO			
Land Lot 241		13TH District CLAYTON County, GA	
Drawn By: AMM		Scale: 1"=30'	
Dwg No: 2-140328A		Date: 03/18/14	



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Quitclaim Deed Pg.1 (11-12)

Attachment: Sebo - Subdivision Application - 18SUB001 (1253 : Subdivision Application - Sebo 18SUB001)

Dated: \_\_\_\_\_

5/3/18

Signature of Grantor

[Signature]

Name of Grantor

WES AGNEW

Signature of Witness #1

Marcia Pundsack

Printed Name of Witness #1

Marcia Pundsack

Signature of Witness #2

Lora L Roby

Printed Name of Witness #2

Lora L Roby

State of

Georgia

County of

Clayton

On

May 3, 2018

, the Grantor,

Wes Agnew

personally came before me and, being duly sworn, did state and prove that he/she is the person described in the above document and that he/she signed the above document in my presence.

Notary Signature

Pauline R. Hughes

Notary Public,

In and for the County of

Clayton

State of

Georgia

My commission expires:

5-20-2018

Seal



Send all tax statements to Grantee.

Quitclaim Deed Pg.2 (11-12)





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

**Agenda Item #**

**10.6**

**CONSENT AGENDA – 6**

**COUNCIL MEETING DATE**

May 14, 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 an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) supplement grant study for the approved Jonesboro LCI area; and to consider accepting the \$76,400 LCI grant and approving a \$19,100 local funding match from the FY' 18 Budget; and to consider authorizing the Mayor to execute all necessary contract documents for this 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** **Economic Development**

**Summary & Background**

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

**NEED/IMPACT**

To consider entering into an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) supplemental grant study for the

On February 15, 2018, the Atlanta Regional Commission awarded \$76,400 to the City of Jonesboro for the Livable Centers Initiative Study Grant. The City of Jonesboro will develop master plans for trails and for its downtown core, including a new municipal complex and civic spaces. The trails plan will connect existing MARTA and Xpress bus stops with the downtown core area.

The work to be accomplished under this contract is divided into the following tasks:

**Task 1 – Trail Master Plan:**

The city will conduct develop a Prepare a Concept Layout and draft GDOT Concept Report for the Multi-Use trail connecting Fayetteville Road, Smith Street, Lee Street, and Mill Street connecting the MARTA bus stops and the GRTA Park and Ride with Broad Street and Main Street. The draft GDOT Concept Report for the project based on the existing conditions, technical analysis, and public involvement. Specific elements shall include:

- Review of existing plans and trails and connection points covering the area
- Review road crossings, driveway locations, connections to destinations such as schools, parks, shopping opportunities, and crash data at relevant locations.
- Identify physical constraints such as topography, lack of right-of-way, impacts to potentially historic properties, environmental features and locations of utilities.

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

May, 14, 2018

**05/07/18  
ITEM**

**City Council  
Next: 05/14/18**

**CONSENT AGENDA**

**Signature**

**City Clerk's Office**

- Preferred and alternative alignments and typical sections for each segment of the multi-use trail
- Concept location for potential storm water management features
- Summary of public involvement
- A Preferred and alternative typical section

### **Task 2 – Downtown Core Master Plan:**

The city will develop a municipal complex master TOD master plan based upon the current space analysis study incorporating mixed income housing and small business incubator space. Specific elements shall include:

- Placement of buildings, heights and transition to surrounding sites
- Schematic Design and Programming for the Municipal Complex to include a space needs assessment of both Administration (City Hall) and Police Department functions.
- Mixture of uses, with number of dwelling units and square feet of non-residential uses. Housing recommendations should seek to provide a variety of dwelling options by type of unit and price for purchase/rent.
- Parking (for vehicles and bikes) including recommendations for overall parking needs for the proposed uses and transit riders.
- A detailed circulation plan including street locations and typical cross-sections identifying vehicular, bicycle, and pedestrian connections adjacent to the downtown core and connectivity to surrounding development sites.
- Other needed physical and/or reconfigured infrastructure to support the desired redevelopment node concept plan.

### **Task 3– Public Involvement:**

- The City and its consultant will conduct an outreach process that promotes the involvement of all stakeholders in the study area. In addition to local residents, businesses, and property owners, key stakeholders in this process should also include ARC, GDOT, GRTA, and MARTA
- A project Advisory Group of major stakeholders will meet throughout the study process. Project information shall be uploaded to the City's website to provide basic project information to the public along with project materials and meeting summaries.
- The City will schedule at least two public engagement opportunities and a presentation to the City Council.
- The project's ARC project manager must be notified of all meetings taking place.
- The Project consultant shall document all stakeholder and public meetings, and demonstration project through meeting summaries and photography (in particular the demonstration project).

### **Task 4 –Conceptual Plan and Draft Concept Report:**

Prepare a Concept Layout, typical sections and a draft GDOT Concept Report for multi-use trail project based on the technical analysis. Specific elements are as follows:

- Preparation of draft GDOT Concept Report, which includes analysis of potential environmental impacts, ROW,

utility and cost estimates.

10.6

- Preferred and alternative typical sections

### Task 5 – Prepare Project Deliverables

The following shall be developed and submitted to ARC in the format indicated below:

- Deliverables:
  - Summary document describing the study area and study goals;
  - Description of the process utilized to analyze the data; and
- Study conclusions and recommendations.
  - Preferred and alternative typical sections
  - Complete GDOT Concept Report Form
  - Development of a Core Master Plan.

### **RECOMMENDATION(S)**

- Approve entering into an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) study; and
- Accept the \$76,400 grant and approve a \$19,100 local match from the FY' 18 Budget (Line Item #52.1230 – FY' 18 Budget Approved Amount - \$55,000.
- Authorize the Mayor to execute all necessary documents and contract pertaining to this project.

### **Fiscal Impact**

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

- 20% Local Match – Approved FY' 18 Budget (Line Item #52.1230)

### **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 #

10.7

- 7

COUNCIL MEETING DATE  
May 14, 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 call for a 2018 Special 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.)

Last year in conjunction with our 2017 Municipal Election, there was a referendum regarding the lowering of our Homestead Exemption. The language of the question was as follows:

Should the governing authority of the City of Jonesboro seek to lower the homestead exemption from all City of Jonesboro ad valorem taxes for municipal purposes over a period of five years to the amount of \$10,000 of the assessed value of the homestead for residents of that city.

After a prevailing vote of our citizens, we learned that the vote, due to wording in the legislation was non-binding. The reduction of the Homestead Exemption, pursuant to the legislation, would lower the threshold by 10,000 each year. At current there is a \$60,000 homestead exemption on all ad valorem taxes in the City of Jonesboro.

Our legislators were successful in getting an amended bill introduced in both the House and the Senate and it was approved. We are awaiting final signature of the Governor in which pursuant to state law must happen within 40 days of the close of the legislature.

In an attempt to begin preparation for a Special Election, we must issue the call and publish a notice. The Special Election will be held on November 6, 2018. Staff is recommending that we conduct the election at our normal precinct. Further, a budget amendment would be necessary as we did not budget for an Election in the FY' 18 Budget Cycle.

Below is a financial impact on the reduction of the homestead exemption to our residents:

*3.0 millage rate*

Homestead Exemption	Minus City Homestead	Taxable Value	Taxes Due
\$60,000	20,000-60,000	0	0
\$50,000	20,000-50,000	0	0
\$40,000	20,000-40,000	0	0
30,000	20,000-30,000	0	0
20,000	20,000-20,000	0	0
10,000	20,000-10,000	10,000	30.00

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

Typed Name and Title  
Ricky L. Clark, City Manager

Date  
May, 14, 2018

05/07/18  
ITEM

City Council  
Next: 05/14/18

CONSENT AGENDA

Signature

City Clerk's Office

--	--	--	--

<b>Fiscal Impact</b> <i>(Provide projected cost, revenue, budget impact and percent change, source of funds, and any other findings.)</i>
---

<b>Exhibits Attached</b> <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>  •
--

<b>Staff Recommendation</b> <i>(Type Name, Title, Agency and Phone)</i> <b>Approval</b>
--

<Insert body of Resolution>



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

**Agenda Item #**

**11.1**

**OLD BUSINESS – 1**

**COUNCIL MEETING DATE**  
May 14, 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 Conditional Use Permit No. 18CU-001 at 163 North Avenue as requested by Watkins Funeral Home to allow for a "Place of Worship."

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

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

**Economic Development**

**Summary & Background**

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

**PURPOSE:**

1. To consider a Conditional Use Permit to allow a "Churches and other Places of Worship" at property located at 163 North Avenue.

**HISTORY:**

1. The location has been home of Watkins Funeral Home for several years. According to the City's Zoning Map, this property is currently zoned Office and Institutional.

**FACTS & ISSUES:**

1. Article VI of the Zoning Ordinance outlines the procedure for bringing a Conditional Use Permit application to the Mayor and Council.
2. The Conditional Use requires one acre with a minimum of 150 foot frontage to operate a place of assembly. The site sits on approximately 1.9 acres
3. The Conditional Use also requires that "Churches and other Places of Worship" site be located along a collector road or greater. The site is located along Fayetteville road.
4. One space shall be provided for the larger of every four seats or for each 25 square feet of floor area available for chairs in the largest assembly room in the auditoriums or stadiums of schools and public buildings, places of worship or other locations of public assembly.

**CONDITIONS:**

1. Operator of Church much register with the City
2. Building in which church will be housed must have separate CO issued.

**Fiscal Impact**

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

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

May, 14, 2018

**05/07/18**

**City Council OLD BUSINESS**

**Next: 05/14/18**

**Signature**

**City Clerk's Office**

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

- Clayton News April 25 2018 Page 3A
- Public Hearing Posting

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

**Approval**



# CCPS to begin giving laptops to students in schools

By **HEATHER MIDDLETON**  
hmiddleton@news-daily.com

JONESBORO — Clayton County Public Schools is looking to expand its teaching and learning possibilities through technology.

Superintendent Morcease Beasley announced during the board's April meeting the district will begin a pilot program called Extending Learning Beyond the Classroom. The program will issue Chromebook laptops to CCPS students, which district officials said will be "another tool available to students and teachers" to help achieve instructional goals.

"Research continues to

indicate that consistent, intentional incorporation of technology in to the instruction process leads to improved learning outcomes," according to the program's FAQ.

The program will be phased in starting in the 2018-19 school year at Harper Elementary, Brown Elementary, Babb Middle School and North Clayton High School. A total of 991 students in third, sixth and ninth grades will be issued the laptops. The estimated cost is \$1,029,141 and will be paid for using SPLOST V funds.

The number of students and schools issued the computers will increase each school year.

Phase 2 will begin in the 2019-2020 school year. An additional 12 schools comprising of 4,329 third, sixth and ninth-grade students will become part of the program. The schools are:

- Arnold Elementary
- Northcutt Elementary
- Lee Street Elementary
- Tara Elementary
- Roberts Middle
- North Clayton Middle
- Jonesboro Middle
- Adamson Middle
- Forest Park High
- Mundy's Mill High
- Jonesboro High
- Morrow High

Phase 3 is set to start in the 2020-21 school year adding an additional 15 schools and an 9,000 more students in third, fourth,

sixth, seventh, ninth and 10th grades. Students in the following schools will receive laptops:

- Marshall Elementary
- Edmonds Elementary
- Callaway Elementary
- Anderson Elementary
- McGarran Elementary
- Haynie Elementary
- Church Street Elementary

tary

- Fountain Elementary
- Mount Zion Elementary
- Hawthorne Elementary
- Riverdale High
- Kemp Elementary
- Forest Park Middle
- Lovejoy Middle
- Morrow Middle

Phase 4 will begin in 2021-22 with an additional 29 schools and 23,683

students in grades three through 12 in the following schools:

- Drew High
- Kendrick Middle
- Pointe South Elementary
- Riverdale Elementary and Middle
- Unidos Elementary
- West Clayton Elementary
- Morrow Elementary
- Stiwell School of the Arts

- Rex Mill Middle
- Eddie White Elementary and Middle
- Kilpatrick Elementary
- Lake City Elementary
- Elite Scholars Academy
- Jackson Elementary
- Lovejoy High
- Mundy's Mill Middle

- Pointe South Middle
- East Clayton Elementary
- Huie Elementary
- River's Edge Elementary
- Suder Elementary
- Swint Elementary
- Mount Zion High School
- Sequoyah Middle
- King Elementary
- Lakeridge Elementary
- Oliver Elementary
- Smith Elementary

The total cost to implement the program is million. Phases 2-4 depends on the pass a SPLOST VI referendum as well as project suability.

SPLOST V collection ends on Dec. 31, 20

## School district will host parapro job fair

FROM STAFF REPORTS

JONESBORO — Clayton County Public Schools is hosting a Paraprofessional Job Fair April 27.

The fair will be held from 9 a.m. to 1 p.m. at the S. Truett Cathy Professional Learning Center, 1087 Battlecreek Road in Jonesboro.

Those seeking employment must bring a resume as on-site interviews will be conducted. Requirements include having a minimum of 60 semester/90 quarter hours from an accredited college or university or an associate degree or higher.

To complete an online application, visit [www.clayton.k12.ga.us](http://www.clayton.k12.ga.us).

[www.news-daily.com](http://www.news-daily.com)

### CLAYTON COUNTY BOARD OF COMMISSIONERS PUBLIC NOTICE BUDGET HEARING

The Clayton County Board of Commissioners will hold a Budget Hearing on Tuesday, May 15, 2018, at 6:00 p.m. for all interested citizens of Clayton County. The meeting will be held in the Commissioners' Board Room, 112 Smith Street, Jonesboro, Georgia. The proposed FY 2019 budget will be presented.

The proposed budget may be examined weekdays beginning May 8th, 2018 at the Forest Park Library, 4812 West Street Forest Park, Georgia, Jonesboro Library, 124 Smith Street, Jonesboro, Georgia, at the Headquarters Library, 856 Battlecreek Road, Jonesboro, Georgia, at the Lovejoy Library, 1721 McDonough Road, Hampton, Georgia, at the Morrow Library, 6225 Maddox Rd, Morrow, Georgia and at the Riverdale Library, 420 Valley Hill Road SW, Jonesboro, Georgia during regular library hours. The proposed budget may also be viewed online at [www.claytoncountyga.gov](http://www.claytoncountyga.gov) under the Finance Department. All interested citizens will have the opportunity to give written and oral comments. Citizens are encouraged to attend and comment.

## Sorority holds Scholarship Cotillion Ball

FROM STAFF REPORTS

MORROW — The Southern Crescent Pearls Foundation Inc., an affiliate of Alpha Kappa Alpha Sorority Inc., Psi Alpha Omega Chapter, hosted its 2018 Scholarship Cotillion Ball, Revealing the Excellence Within, at Clayton State University. In preparation of the event, 10 debutantes participated in community service projects, college tours, cultural, etiquette and leadership workshops and along with their escorts, received many hours of mentoring, dance preparation and coaching.

This event provided more



**Debutantes (not in order) Amaya Baker, Kennedy Cleveland, Naima Cooper, TeYanna Curry-Scott, Destinee Footman, Alexis Merrell, Keona Moore, Alexandria Neal, Paige Screen and Megan Young are shown with their escorts at the Scholarship Cotillion Ball, Revealing the Excellence Within, sponsored by The Southern Crescent Pearls Foundation Inc., an affiliate of Alpha Kappa Alpha Sorority Inc., Psi Alpha Omega Chapter. (Special Photo)**

than \$32,000.00 in scholarships and awards. Scholarships included \$4,900 from the Southern Crescent Pearls Foundation and \$14,600.00 from the Psi Alpha Omega

Chapter, awarded to high school seniors residing in or attending school in the service areas of Clayton and Henry counties. The 10 debutantes were awarded an

additional \$13,100 for their fundraising efforts.

The debutantes are students, athletes and preneurs who have been accepted at the colleges choice. They are Amaya Baker, Kennedy Cleveland, Naima Cooper, TeYanna Curry-Scott, Destinee Footman, Alexis Merrell, Moore, Alexandria Neal, Paige Screen and Megan Young.

The night culminated with the crowning of Young as Miss South Crescent Pearls 2018 runners-up are Destinee Footman (first runner and TeYanna Curry-Scott (second runner up).

## Clayton State announces graduation speaker line

FROM STAFF REPORTS

MORROW — Hundreds of students graduating in May will hear inspiring words from individuals in medicine, education and the energy sector as part of Clayton State University's spring 2018 commencement exercises.

College of Arts & Sciences students attending the 9 a.m. ceremony on Saturday, May 5, will hear

from Dr. Branko Skovrlj, a board-registered neurological surgeon with North Jersey Spine Group. Skovrlj is an alumnus of Clayton State and a former student-athlete on the men's basketball team.

He is a major contributor to the field of spine surgery, having presented more than 170 research works at numerous national and international spine society meetings and has authored over 60

peer-reviewed publications.

At noon, graduating seniors from the College of Business, College of Health, and College of Information and Mathematical Sciences will receive the commencement address from Lisa Smith, regional director for Georgia Power's Metro South Region.

Smith leads company operations that serve more than 265,000 customers in south metro Atlanta. She was named among The Atlanta Business League's Top 100 Black Women of Influence in 2016 and was recognized as one of 2016's Women Worth Watching by Profiles in Diversity Journal. In March, Smith was named Clayton County Chamber of Commerce's 2018 Business Woman of the Year.

Robert Vaughn Jr., professor of English and dean of the School of Graduate

Studies at Clayton State University, will speak graduate students on May 4, during the commencement and hood ceremony.

Vaughn oversees programming and admission for the School of Graduate Studies, providing leadership and vision for the Clayton State's eight master's degree programs. He has also been featured more than a dozen jobs and periodicals, published works focused on social literature.

The university has selected two student speakers to share their Clayton experience during the ceremonies. Antwan Rzaguliyev, a legal studies major, and Moron Moors, a health and management major, will speak during commencement.

## LEGAL NOTICE

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on May 14, 2018 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, Georgia, to consider a Conditional Use for the purpose of a Place of Assembly/Church, for property located at 163 North Avenue, Jonesboro, Georgia 30236.

Applicant – Anthony L. Watkins

Ricky L. Clark, Jr.  
City Manager

546384-1

## LEGAL NOTICE

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on May 14, 2018 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street Jonesboro, GA, to consider a zoning appeal for property located at 192 South Main Street Jonesboro, Georgia 30236. The proposed use is to erect a Second Chance Home.

Applicant – Dawn Murray

Ricky L. Clark, Jr., CMC  
Zoning Administrator

546376-1

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Clayton County Board of Education  
Public Hearings on the FY2019 Budget

Monday, May 14, 2018 – 6:00 p.m.\*  
Monday, May 21, 2018 – 6:00 p.m.\*

Board Room - Administration Complex  
1058 Fifth Avenue  
Jonesboro, GA

\* - These dates are pending adoption of the Tentative FY2019 Budget by the Clayton County Board of Education on May 7, 2018. If adopted the Tentative FY2019 Budget will be posted for public review on the district's website, [www.clayton.k12.ga.us](http://www.clayton.k12.ga.us).



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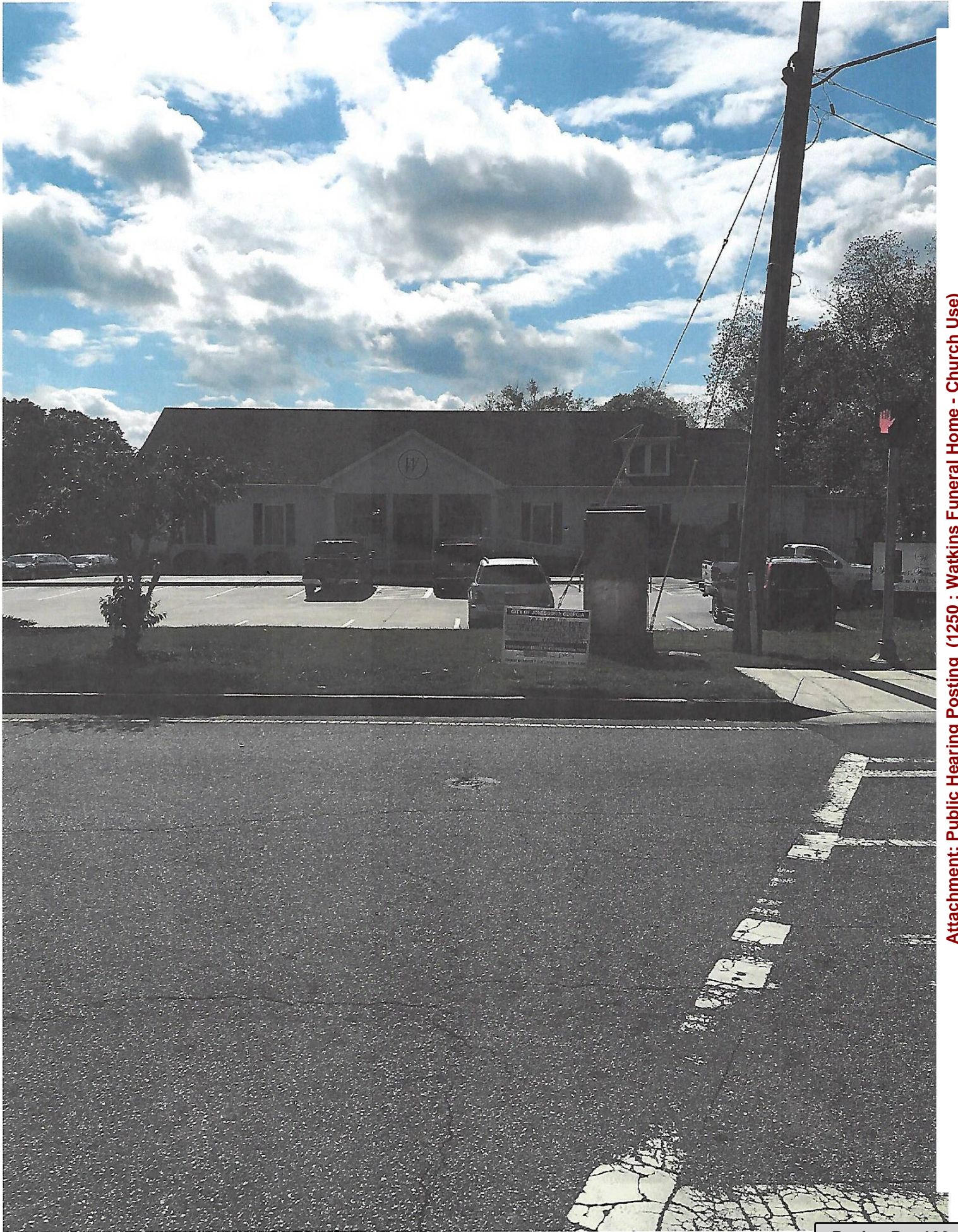


\*Individual plan. Product not available in MN, MT, NH, NM, RI, VT, WA. Acceptance guaranteed for one insurance policy/certificate of this type. Contact us for complete details about this insurance selection. This specific offer is not available in CO, NY, call 1-800-969-9100 for more information. ©2018 Physicians Mutual Insurance Company (P150) (GA: P150GA, NY: P150NY, OK: P150OK, TN: P150TN). 6096E-0917

Packet Pg. 101

Attachment: Clayton News April 25 2018 Page 3A (1250 : Watkins Funeral Home - Church Use)





Attachment: Public Hearing Posting (1250 : Watkins Funeral Home - Church Use)





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

**Agenda Item #**

**11.2**

**OLD BUSINESS – 2**

**COUNCIL MEETING DATE**  
May 14, 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 a Zoning Appeal at 192 S. Main Street for the erection of a second chance home.

**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 Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

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

The attached zoning appeal is with regards to a request from House of Dawn to erect a 5 bedroom home at 182 South Main Street. The applicant is proposing to congregate young mothers and their children. There will be no more than 5 moms living on site. At current the applicant owns all of the land that the home will sit on.

House of Dawn (HOD) is a non-profit social service agency providing residential and supportive services to pregnant and parenting young mothers and their children.

**Goals and Objectives**

- \* Reduce Homelessness
- \*To provide safe and stable housing for young mothers and their children
- \*Assist young mothers in achieving their educational objectives
- \*Assist young mothers in acquiring the job skills needed to prosper in the workforce
- \*Reduce the rate of subsequent pregnancies
- \*Increase economic resources
- \*Increase parenting skills and bonds between mother and child
- \*Increase Self-esteem

The home is located within our H-2 zoning district and the proposed use is not allowed. Staff does not see where the erection of this building will pose any detriment to the area. Further, if approved, the zoning of this property will not change.

**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.)*

- House of Dawn Drawings 04-30-2018 (2) (002)
- Clayton News Daily Affidavit

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

May, 14, 2018

**05/07/18**

**City Council OLD BUSINESS**

**Next: 05/14/18**

**Signature**

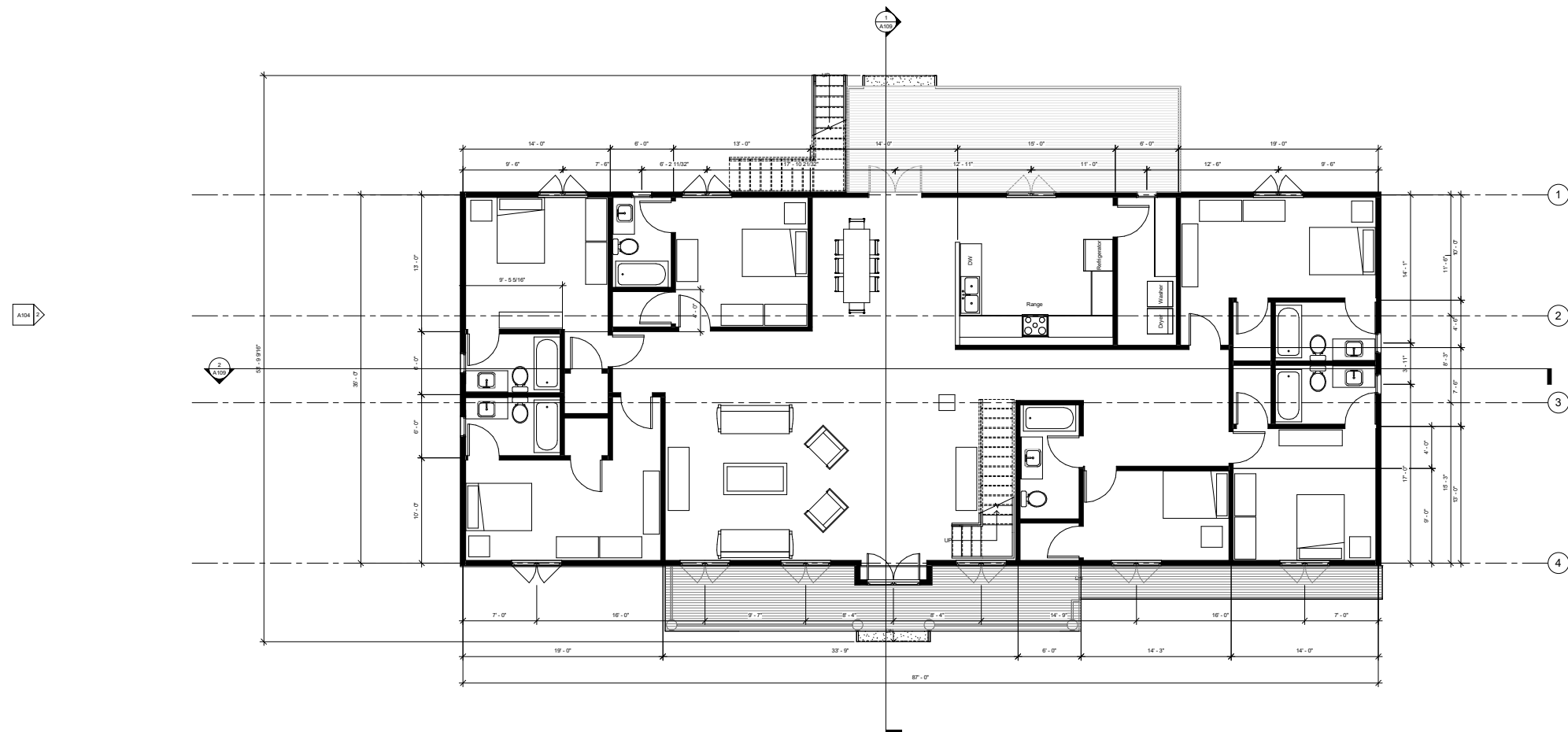
**City Clerk's Office**

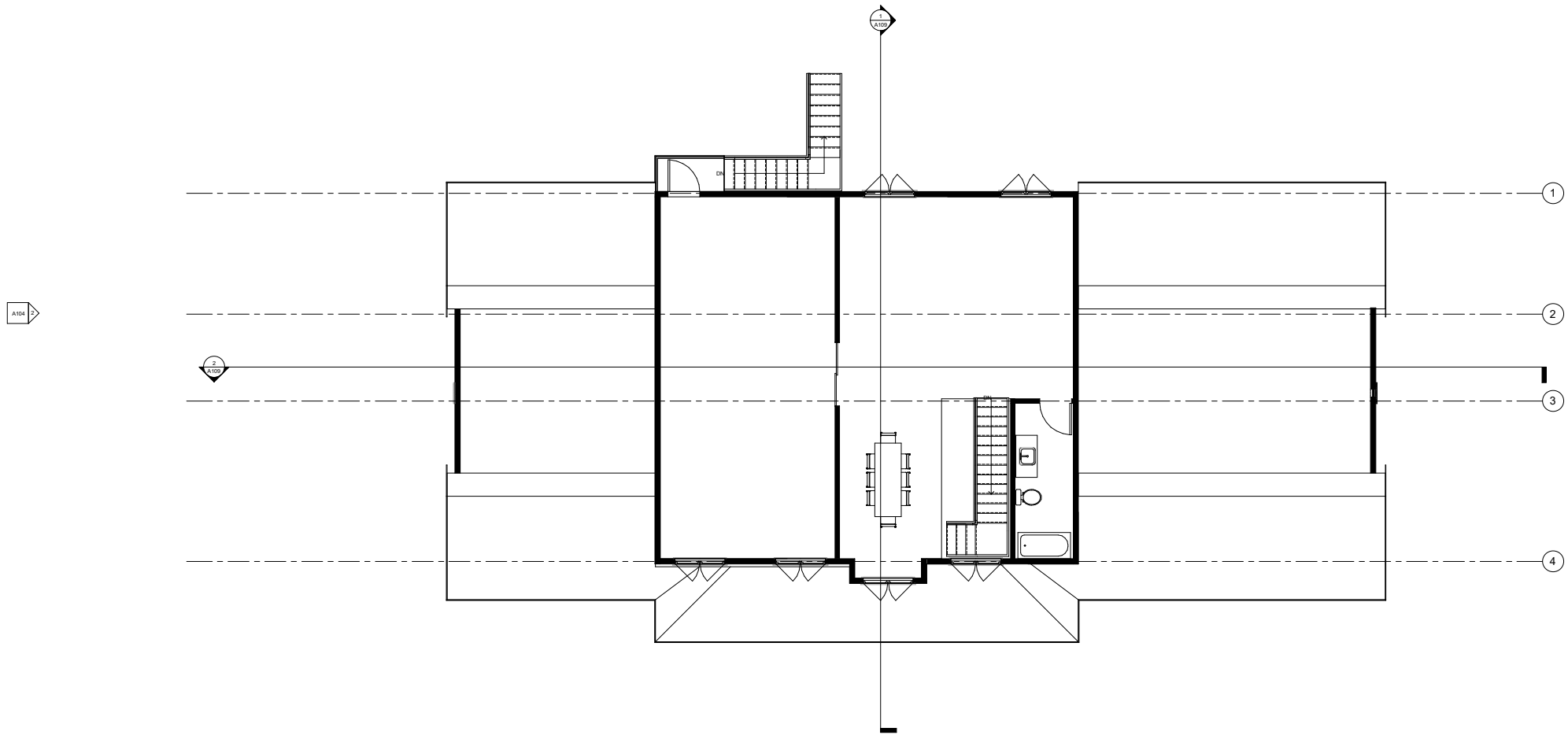
- House of Dawn - Zoning Appeal Application

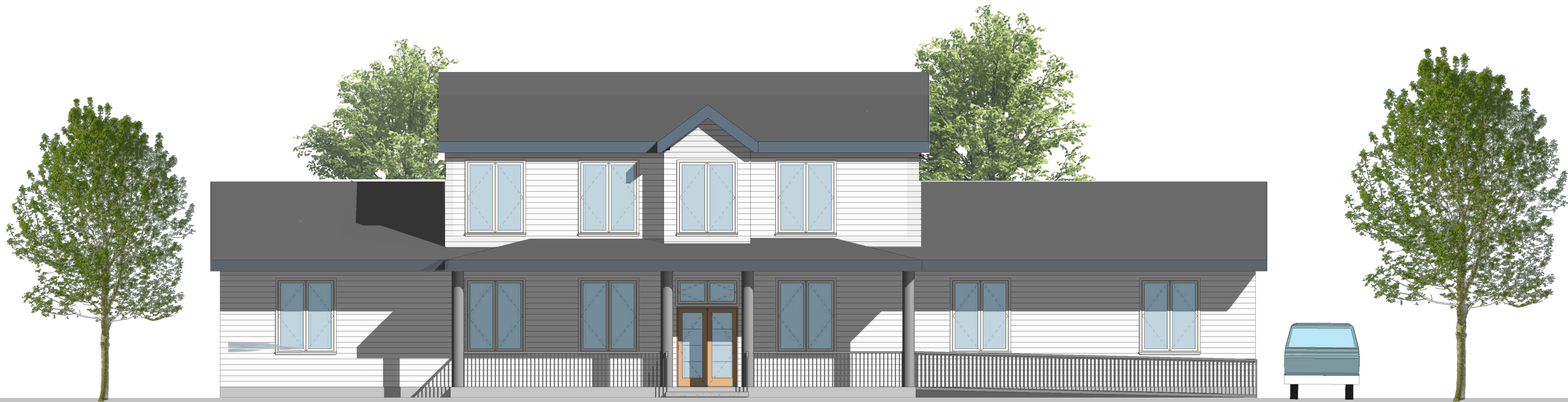
11.2

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

**Approval**



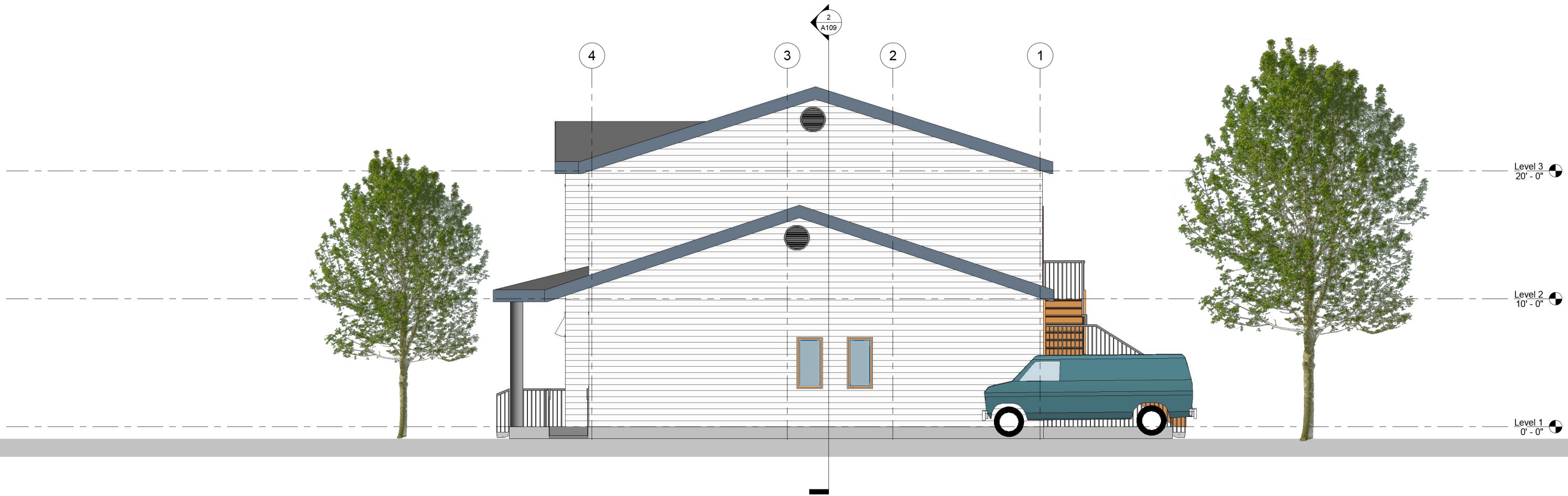
















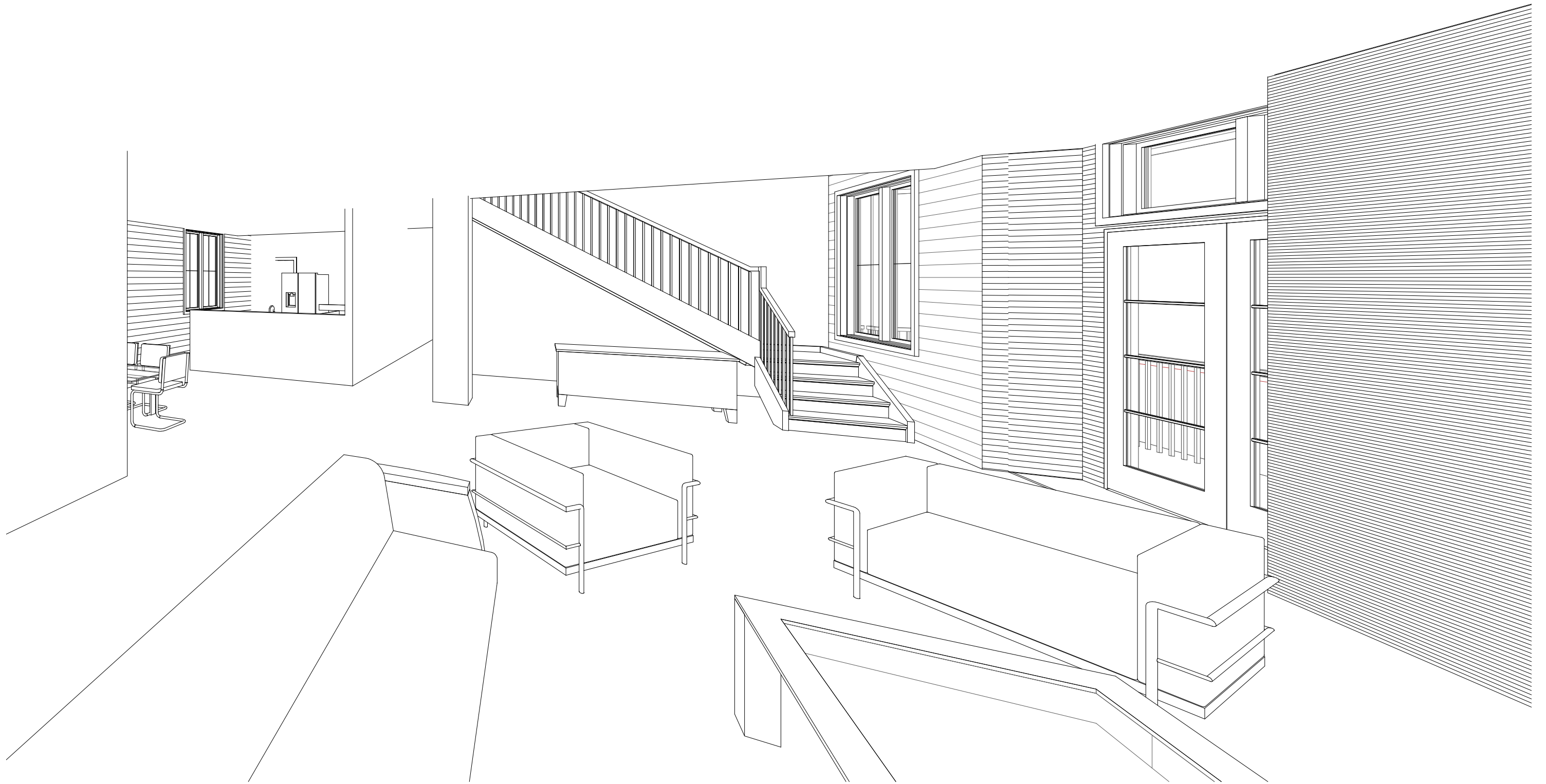












## PUBLISHER'S AFFIDAVIT

Attach Copy of Advertisement

### LEGAL NOTICE

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on May 14, 2018 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street Jonesboro, GA, to consider a zoning appeal for property located at 192 South Main Street, Jonesboro, Georgia 30236. The proposed use is to erect a Second Chance Home.

Applicant – Dawn Murray


Ricky L. Clark, Jr., CMC  
Zoning Administrator

State of Georgia  
County of Clayton



Personally appeared before the undersigned, **Donna Goodson**, who after being first duly sworn states that she is the **Circulation Manager for the Clayton News**, official legal organ of **Clayton County, Georgia**, and that upon her own personal knowledge knows that the advertisement, a true copy of which is hereto annexed, was published in said newspaper of general circulation on the following dates:

Run Dates: April 18, 25 - 2018

Newspaper Ad # 543716

  
Donna Goodson, Affiant

Sworn to and subscribed before me this the 25<sup>th</sup> day of April, 2018.

Signed,   
Rita M. Camp, Notary Public  
My commission expires November 23, 2020  


Attachment: Clayton News Daily Affidavit (1251 : Zoning Appeal - House of Dawn)

## PUBLISHER'S AFFIDAVIT

Attach Copy of Advertisement

### PUBLIC NOTICE

On May 14, 2017 at 6:00 PM in the Mayor and Council of the City of Jonesboro shall meet in Council Chambers located at 170 South Main Street, Jonesboro, GA 30236, and shall hold a hearing in which a resolution approving the exercise of eminent domain is to be considered, to condemn the properties located at the following physical addresses: 144 Smith Street, Jonesboro, GA, 30236; 152 Smith Street, Smith Street, Jonesboro, GA, 30236; 154 Smith Street, Jonesboro, GA, 30236; 156 Smith Street, Jonesboro, GA, 30236; 158 Smith Street, Jonesboro, GA, 30236; 101 Burnett Street, Jonesboro, GA, 30236; and 0 Burnett Street, Jonesboro, GA, 30236 (vacant lot). This notice is provided pursuant to, and in accordance with, O.C.G.A. § 22-1-10(a)(1), and anyone wishing to be heard regarding this proposed resolution must attend the aforementioned meeting at the aforementioned appointed time and place.

Ricky L. Clark, Jr.  
City Manager

State of Georgia  
County of Clayton

Personally appeared before the undersigned **Donna Goodson**, who after being first duly sworn states that she is the **Circulation Manager for the Clayton News**, official legal organ of **Clayton County, Georgia**, and that upon her own personal knowledge knows that the advertisement, a true copy of which is hereto annexed, was published in said newspaper of general circulation on the following dates:

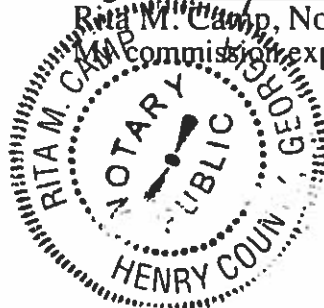
Run Dates: April 18, 25-2018

Newspaper Ad # 543763

Donna Goodson  
Donna Goodson, Affiant

Sworn to and subscribed before me this the 25<sup>th</sup> day of April, 2018.

Signed Rita M. Camp  
Rita M. Camp, Notary Public  
My commission expires November 23, 2020



Attachment: Clayton News Daily Affidavit (1251 : Zoning Appeal - House of Dawn)



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

## ZONING APPEAL

### PROCEDURE:

Date: March 1, 2018

**Sec. 86-344** 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

### Applicant's Information

Name of Applicant: Jon W. Jordan  
 Name of Business: House of Dawn, Inc.  
 Property's Address: 192 S. Main Street, Jonesboro, GA 30237  
 Email Address: jon@hmhwlaw.com  
 Phone: (Day): (404) 348-4881 (Evening): (404) 348-4881

### Owner Information

Property Owner (Please Print): House of Dawn, Inc. (Ms. Dawn Murray)  
 Address: c/o Jon W. Jordan, Esq.  
Hecht Walker, P.C.  
205 Corporate Center Dr., Suite B  
Stockbridge, GA 30281  
 Email Address: houseofdawn1@bellsouth.net  
 Phone: (Day): (770) 477-2385 (Evening): (678) 508-5254

### Property Information

Attachment: House of Dawn - Zoning Appeal Application (1251 : Zoning Appeal - House of Dawn)



Address: 192 S. Main Street, Jonesboro, GA 30237

Current Use: Unimproved Vacant Lot      Current Zoning: Residential Historical

Legal Description of Property (Please provide as an attachment) Please see attached

## 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 Zoning 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 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.

Applicant appeals to the City of Jonesboro for the rezoning of its property so as to permit the property's use as a group home transitional residence for young single mothers, and their infant children.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

10781  
00211

FILED  
CLAYTON COUNTY, GA  
2015 OCT 12 AM 8:41  
JACQUILINE D. WILLS  
CLERK SUPERIOR COURT  
523251

McMichael & Gray, PC  
2055 North Brown Road  
Suite 250  
Lawrenceville, GA 30043

PREPARED BY AND RETURN TO:  
McMICHAEL & GRAY, PC  
825 FAIRWAYS CT SUITE 100  
STOCKBRIDGE GA 30281  
File # STO-150215-PUR

Clayton County, Georgia  
Real Estate Transfer Tax  
Paid \$ 460.00  
Date 10-12-2015  
JACQUILINE D. WILLS  
Clerk, Superior Court

STATE OF GEORGIA

COUNTY OF CLAYTON

**LIMITED WARRANTY DEED**

THIS INDENTURE (this "Deed") is made October 1<sup>st</sup>, 2015 by Robert E. McMullen, Sheri McMullen Kelly and Karen McMullen Geraci, individual residents of the State of Georgia, collectively as "Grantor", to House of Dawn, Inc., a Georgia nonprofit corporation, as "Grantee" ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

**WITNESSETH**

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property:

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Clayton County, Georgia, as more particularly described on Exhibit A attached to this Deed and incorporated by this reference.

TOGETHER WITH all permits, privileges, rights, members, easements, and appurtenances thereto; all improvements, trees, timber and other crops and plants located thereon; and all plans and studies relating thereto (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular rights, the members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to

BK10781PG211

(14)

Attachment: House of Dawn - Zoning Appeal Application (1251 : Zoning Appeal - House of Dawn)

10781  
00212

the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to easements, covenants and restrictions of record as of the date of this Deed (the "Permitted Title Exceptions").

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Title Exceptions.

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed as of the date first above written.

Signed, sealed and delivered in  
the presence of:

GRANTOR:

[Signature]  
Unofficial Witness

Robert E. McMullen (SEAL)  
Robert E. McMullen

[Signature]  
Notary Public

Karen McMullen Geraci (SEAL)  
Karen McMullen Geraci

My Commission Expires: 11-2-2018

(NOTARY SEAL)

[Signature] (SEAL)  
Sheri McMullen Kelly



RK 10781PG212

- 2 -

Attachment: House of Dawn - Zoning Appeal Application (1251 : Zoning Appeal - House of Dawn)

10781  
00213**EXHIBIT A****Legal Description**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 241 of the 5th District of Clayton County, Georgia, being more particularly described as follows:

Beginning at a point on the west side of South Main Street (Old U.S. 41) a distance of 200 feet more or less, north of the northwest corner of South Main Street and Chestnut Street, said point being at the northeast corner of property owned by Lucile Land; thence running northerly along the westerly side of South Main Street 300 feet more or less to the Southeast corner of property formerly owned by B.J. Turner; thence running west along the south line of the said Turner property 400 feet more or less to the southeast corner of the Ware Hutcheson property; thence running south 300 feet more or less to the northeast corner of property now or formerly owned by Arthur C. Mitchell, thence running east along the north line of Lucile Land property 400 feet more or less to South Main Street and point of beginning.

BK 10781 PG 213

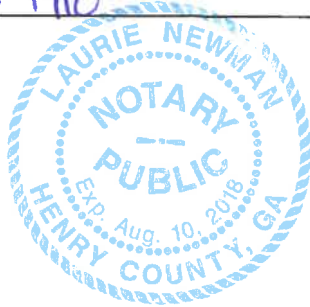
Attachment: House of Dawn - Zoning Appeal Application (1251 : Zoning Appeal - House of Dawn)

### APPLICANT AFFIDAVIT

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

Laurie Newman  
Notary Public

3/14/18  
Date



[Signature]  
Signature of Applicant

JON W. JORDAN  
Print Name

Hecht Walker, P.C.  
205 Corporate Center Dr., Suite B  
Address

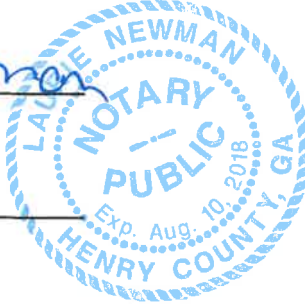
Stockbridge, GA 30281  
City, State, Zip

### OWNERS AFFIDAVIT

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

Laurie Newman  
Notary Public

3/16/18  
Date



[Signature]  
Zoning Administrator

03-19-18  
Date

Dawn L. Murray  
Signature of Owner

Dawn L. Murray  
Print Name

192 S. Main St.  
Address

Jonesboro, GA 30236  
City, State, Zip

Attachment: House of Dawn - Zoning Appeal Application (1251 : Zoning Appeal - House of Dawn)



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

Agenda Item #

11.3

**OLD BUSINESS – 3**

COUNCIL MEETING DATE

May 14, 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 the following Resolutions & Orders of Condemnor:

- **Resolution 2018-07-** The entire portion of the property parcel described by and located at the following physical address: 0 Burnett Street, Jonesboro, GA, 30236
- **Resolution 2018-08-** The entire portion of the property parcel described by and located at the following physical address: 101 Burnett Street, Jonesboro, GA, 30236
- **Resolution 2018-09-** The entire portion of the property parcel described by and located at the following physical address: 158 Smith Street, Jonesboro, GA, 30236
- **Resolution 2018-10-** The entire portion of the property parcel described by and located at the following physical address: 144 Smith Street, Jonesboro, GA, 30236
- **Resolution 2018-11** – The entire portion of the property parcel described by and located at the following physical address: 154 and 156 Smith Street, Jonesboro, GA, 30236
- **Resolution 2018-12** – The entire portion of the property parcel described by and located at the following physical address: 152 Smith Street, Jonesboro, GA, 30236

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

Title 22 of the Official Code of Georgia Annotated

**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.)

Since September of last year, staff has worked to acquire property necessary for a Municipal Complex Expansion. The City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City. This plan falls in line with the economic revitalization plan articulated by and through "Blueprint Jonesboro." In order to construct the building or buildings and other related construction projects necessary for the City's public administration and the public use of the same, it is necessary that certain easements and other rights

Based upon the space anticipated for the expansion project, eleven (11) properties were necessary for the first phase. Those properties are as follows:

13241A A002  
13241A A002A  
13241A A003  
13241A A004  
13241A A006  
13241A A007  
13241A A009  
13241A A010  
13241A A011  
13241A A012  
13241A A013

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

Typed Name and Title

Ricky L. Clark, City Manager

Date

May, 14, 2018

**05/07/18**

**City Council**

**OLD BUSINESS**

**Next: 05/14/18**

Signature

City Clerk's Office

Subsequent to action by the City Council last year to hire a Certified Real Estate Appraiser, all property owners were notified of the City's intended project based on the ownerships identified on the tax rolls in a letter date September 22, 2017. A few of the property owners responded and others were issued multiple communications in order to engage them in a personal conversation or meeting.

In addition, on November 4, 2017 all property owners were notified that the City was retaining the services of a Certified Real Estate Appraiser to value their property. In that communication, the owners were advised that the Appraiser would contact them and offer each an opportunity to inspect their property. To date, the City has negotiated settlements and closed on two of the above properties.

Based upon the project and public use necessary, a Special Master condemnation process is necessary. Prior to beginning the Special Master Process, the attached Resolution and Order authorizing condemnation of the properties must be approved. Petitions have been drafted, notices have been placed, and service has been attempted on all property owners.

Once the notice provisions have been complied with and the City votes and passes a resolution authorizing condemnation of the properties, the City will then file a petition with the Superior Court. After that, a judge must appoint a special master in a hearing, which must take place no more than 30 days from the date the City's petition is filed. The special master will be appointed, and the special master will hold a hearing no more than 60 days after the Special Master is appointed. The Special Master will be a local attorney, competent and with good standing. There can be no continuances, except for "good cause" and even then, only for five days from the date of the original hearing, so the process moves quickly.

**Fiscal Impact**

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

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

- RES 2018-07 - Jonesboro Condemnation Resolution and Order 0 Burnett Street
- RES 2018-08 - Jonesboro Condemnation Resolution and Order 101 Burnett Street
- RES 2018-09 - Jonesboro Condemnation Resolution and Order 158 Smith Street
- RES 2018-10 - Jonesboro Condemnation Resolution and Order 144 Smith Street
- RES 2018-11 - Jonesboro Condemnation Resolution and Order 154 & 156 Smith Street
- RES 2018-12 - Jonesboro Condemnation Resolution and Order 152 Smith Street
- Legal Tear Sheet
- Affidavit of Eminent Domain in Newspaper - 042518

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

**Approval**

**RESOLUTION AND ORDER OF CONDEMNOR**

**RESOLUTION # 2018-07**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia (“City”), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City’s public administration and services, and further described in Exhibit A hereto attached;; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City’s public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:	The entire portion of the property parcel described by and located at the following physical address: 0 Burnett Street, Jonesboro, GA, 30236
Owners:	Smith & Evans



**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the

**11.3**

property, right of way, easements, and access rights, if any, as described in annexes

to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**RESOLUTION AND ORDER OF CONDEMNOR**

**RESOLUTION # 2018-08**

("City"), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City's public administration and services, and further described in Exhibit A hereto attached;; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City's public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:	The entire portion of the property parcel described by and located at the following physical address: 101 Burnett Street, Jonesboro, GA, 30236
-----------------------	--

Owners:	Estell Stovall
---------	----------------

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest

**11.3**

lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**RESOLUTION AND ORDER OF CONDEMNOR**

**RESOLUTION # 2018-09**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia ("City"), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City's public administration and services, and further described in Exhibit A hereto attached;; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City's public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:	The entire portion of the property parcel described by and located at the following physical address: 158 Smith Street, Jonesboro, GA, 30236
Owners:	Charlie Souder

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**RESOLUTION AND ORDER OF CONDEMNOR**

**RESOLUTION # 2018-10**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia (“City”), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City’s public administration and services, and further described in Exhibit A hereto attached;; and

necessary for the City's public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:	The entire portion of the property parcel described by and located at the following physical address: 144 Smith Street, Jonesboro, GA, 30236
Owners:	Bethel Baptist Ministries, Inc. C/O Richard White, Pastor

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

---

**MAYOR****ATTEST:**

---

**CITY MANAGER****APPROVED AS TO FORM:**

---

**CITY ATTORNEY****RESOLUTION AND ORDER OF CONDEMNOR****RESOLUTION # 2018-11**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia (“City”), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City’s public administration and services, and further described in Exhibit A hereto attached; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City’s public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Properties Description:                      The entire portion of the properties and parcels described by and located at the following physical addresses: 154 and 156 Smith Street, Jonesboro, GA, 30236

Owners:    Leslie Guadalupe Torres

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**



**APPROVED AS TO FORM:**

---

**CITY ATTORNEY**

**RESOLUTION AND ORDER OF CONDEMNOR**

**RESOLUTION # 2018-12**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia (“City”), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City’s public administration and services, and further described in Exhibit A hereto attached; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City’s public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:

The entire portion of the property parcel herein described by and located at the following physical address: 152 Smith Street, Jonesboro, GA, 30236

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

ATTEST:

\_\_\_\_\_  
**CITY MANAGER**

APPROVED AS TO FORM:

\_\_\_\_\_  
**CITY ATTORNEY**

**RESOLUTION AND ORDER OF CONDEMNOR**

**RESOLUTION # 2018-07**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia ("City"), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City's public administration and services, and further described in Exhibit A hereto attached;; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City's public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:	The entire portion of the property parcel described by and located at the following physical address: 0 Burnett Street, Jonesboro, GA, 30236
Owners:	Smith & Evans

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**RESOLUTION AND ORDER OF CONDEMNOR**

**RESOLUTION # 2018-08**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia (“City”), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City’s public administration and services, and further described in Exhibit A hereto attached;; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City’s public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:	The entire portion of the property parcel described by and located at the following physical address: 101 Burnett Street, Jonesboro, GA, 30236
-----------------------	---

Owners:	Estell Stovall
---------	----------------

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



**RESOLUTION AND ORDER OF CONDEMNOR**

**RESOLUTION # 2018-09**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia ("City"), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City's public administration and services, and further described in Exhibit A hereto attached;; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City's public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:	The entire portion of the property parcel described by and located at the following physical address: 158 Smith Street, Jonesboro, GA, 30236
-----------------------	---

Owners:	Charlie Souder
---------	----------------

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**RESOLUTION AND ORDER OF CONDEMNOR**

**RESOLUTION # 2018-10**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia ("City"), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

**WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City's public administration and services, and further described in Exhibit A hereto attached;; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City's public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:	The entire portion of the property parcel described by and located at the following physical address: 144 Smith Street, Jonesboro, GA, 30236
-----------------------	---

Owners:	Bethel Baptist Ministries, Inc. C/O Richard White, Pastor
---------	--

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

## **RESOLUTION AND ORDER OF CONDEMNOR**

### **RESOLUTION # 2018-11**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia ("City"), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

#### **WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City's public administration and services, and further described in Exhibit A hereto attached; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City's public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Properties Description:

The entire portion of the properties and parcels described by and located at the following physical addresses: 154 and 156 Smith Street, Jonesboro, GA, 30236

Owners:

Leslie Guadalupe Torres

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY MANAGER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



## **RESOLUTION AND ORDER OF CONDEMNOR**

### **RESOLUTION # 2018-12**

The City of Jonesboro, of Clayton County, Georgia, a political subdivision of the State of Georgia ("City"), by and through the Mayor and Council, having duly considered all circumstances and consequences relative to the acquisition of certain properties, easements, and access rights for transportation and other public purposes, hereby issues the following Order:

#### **WITNESSETH**

**WHEREAS**, the City has laid out and determined to construct a certain building or buildings for public use, namely for the use of public administration for the City, within the City limits, such building or buildings being necessary to for the operation the City's public administration and services, and further described in Exhibit A hereto attached; and

**WHEREAS**, in order to construction the building or buildings and other related construction projects necessary for the City's public administration and the public use of the same, it is necessary that certain easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel(s) of property, right of way, and any other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes being by reference made a part of this order, are essential for the construction of said project:

Property Description:

The entire portion of the property parcel herein described by and located at the following physical address: 152 Smith Street, Jonesboro, GA, 30236

Owners:

Annette Alexander

**NOW THEREFORE**, the City finds that the circumstances are such that it is necessary that the property, right of way, easements, and access rights, if any, as described in annexes to this order attached hereto as Attachment 1 be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated; and

**IT IS RESOLVED AND ORDERED** that the City proceed to acquire the title, estate, or interest in the lands herein described in annexes to this Order by condemnation under the said O.C.G.A. provisions, and the City Attorney is authorized and directed to file and proceed with any and all necessary condemnation proceedings prescribed by Georgia law to acquire said title, estate, or interest in said lands.

Done at the open regular session of the City of Jonesboro Mayor and Georgia in Jonesboro, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**MAYOR**

ATTEST:

\_\_\_\_\_  
**CITY MANAGER**

APPROVED AS TO FORM:

\_\_\_\_\_  
**CITY ATTORNEY**





Whether you  
walk, run, play  
sports, or play with  
your grandkids, aches,  
pains and injuries can  
take their toll.

Go to Emory at Spivey Station.

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Jonesboro, GA 30236  
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• Elbow pain

• Knee pain

• Sports injuries
- Hip pain

• Ankle and foot pain

• Physical therapy

• Pediatric orthopaedics

• Gastroenterology



Official Healthcare Provider  
of the Atlanta Braves

Learn more at [emoryhealthcare.org/spiveystation](http://emoryhealthcare.org/spiveystation).



WEATHER WATCH

TODAY

10%

71

52

THURSDAY

90%

66

50

FRIDAY

20%

71

50

SATURDAY

10%

73

50

SUNDAY

10%

73

50

SOLUNAR TABLES

The solunar tables for lakes are based on studies that show fish and game are more active at certain times during the lunar period.

MAJOR

10:11 a.m.-12:11 p.m.

10:36 p.m.-12:36 a.m.

MINOR

4:27-5:27 a.m.

3:58-4:58 p.m.

POLLEN COUNTS

Trees: High

Weeds: None

Grass: None

LAKE LEVELS

Lake	Full	Yesterday	Lake	Full	Ye	ay
Allatoona.....	(840.0)	841.17	Lanier .....	(1071.0)	..	'1.35
Blackshear .....	(237.0)	236.95	Nottely .....	(1779.0)	..	'1.02
Blue Ridge .....	(1690.0)	1683.59	Oconee .....	(435.0)	..	5.10
Burton .....	(1865.0)	1865.18	Seminole.....	(77.5)	..	'7.30
Carters .....	(1072.0)	1075.82	Sinclair .....	(339.8)	..	9.20
Chatuge .....	(1927.0)	1923.34	Thurmond .....	(330.0)	..	8.35
Harding .....	(521.0)	520.55	Tugalo.....	(891.5)	..	9.27
Hartwell.....	(660.0)	660.62	Walter F. George .	(188.0)	..	8.22
Jackson.....	(530.0)	529.25	West Point.....	(635.0)	..	3.23

LOTTERY

Tuesday

Cash 3 Midday: 5-7-2

Cash 4 Midday: 3-5-7-0

Ga. 5 Midday: 7-1-6-5-5

Monday

Cash 3 Midday: 0-0-9

Cash 3 Evening: 1-1-6

Cash 3 Night: 1-7-5

Cash 4 Midday: 6-7-2-8

Cash 4 Evening: 5-7-7-0

Cash 4 Night: 3-8-3-5

Ga. 5 Midday: 0-6-2-7-2

Ga. 5 Evening: 2-2-4-8-1

Fantasy 5: 21-25-26-31-37

TODAY IN HISTORY

TODAY'S HISTORY:

In 1859, British, French and German engineers began construction on the Suez Canal in Egypt.

In 1898, the United States declared war on Spain.

In 1945, U.S. and Soviet troops met at the Elbe River in Germany, signaling the defeat of German defenses.

In 1953, Francis Crick and James D. Watson published an article describing the double helix structure of DNA.

In 2011, a four-day tor-

nado outbreak in the ern United States be producing 358 confir tornadoes and killing than 300 people.

TODAY'S FACT:

New York became th state to begin requiri tomobile license plat

TODAY'S MOON:

tween first quarter m (April 22) and full mc (April 29).

TODAY'S QUOTE

obscure we see ever

The completely obvic seems, takes longer.

— Edward R. Murrov

READER'S GUIDE

Clayton News

OFFICIAL LEGAL ORGAN OF CLAYTON COUNTY

news-daily.com

Phone — 770-478-5753

months; or \$46 for one year.

WHO TO CALL

The Clayton News encour- ages your input. Here are some guidelines to help you communicate with us.

OFFICE HOURS:

We are located at 148 Courthouse St., Jonesboro, GA 30236. Office hours are Monday through Friday, from 10 a.m. to 5 p.m. Between 1 and 2 p.m. the office will be closed for lunch.

SUBSCRIPTION RATES:

Subscriptions are \$12 for three months; \$23 for six

TO PLACE AN AD:

Contact Sandra Thomas at 678-758-0205 or email sthomas@myjpa.com. Classified: Classified ads can be placed on the newspaper's website, www.news-daily.com, or during business hours by calling 770-236-9988.

LEGAL NOTICES:

To place a legal notice in the newspaper call 770-478-5753, fax 770-339-5869 or email legals@news-daily.com.

OBITUARIES:

Call 963-9205, ext. 1155 a fax to 770-339-58 email obits@news-d com.

DELIVERY PROBL

Customers who ha questions about ne per delivery or subs tions may contact S scriber Services at 339-5845.

Clayton News (USPS 116860) is published on Wednesdays by S Community Newspap Inc., 148 Courthouse Jonesboro, GA 30236 Periodical postage pa Jonesboro, GA 30236 POSTMASTER: Send dress changes to Clay News, P.O. Box 128, I renceville, GA 30046.

Focus on progressing relationships

DEAR AMY:

My two daughters have never gotten along. They are half-sisters. The older one spent half the time with her father and half with me.

I wasn't stable while they were growing up, but have worked hard to rectify that (no drugs, alcohol, etc. I am bipolar).

The older one will not speak to me, only text, which I am thankful for, but nothing she does is my business, and she always talks to me like I'm an idiot.

I always seem to go back for more because I love her and my grand-daughter. The younger

Ask Amy

Amy Dickinson

daughter is an angel. We talk every day, and I am more involved with her children.

Over Easter, I suggested a get-together; the older wouldn't let me know, so I spent the week worrying that she wouldn't come. If we wish to see her and

the family, we must them, which is hard do since my husband now in a wheelchair

How do I get past this affect me each ery birthday and hol

DEAR UPSET:

"angel" daughter ran a mention. Your old daughter takes up al your space. You sho to recalibrate this ba ance. Anchor your p and positive emotio the reliable daughte assume that your otl daughter will not pa pate in your relation in the same way. Ne the time to take care yourself.

PUBLIC NOTICE

On May 14, 2017 at 6:00 PM

in the Mayor and Council of the Ci

Jonesboro shall meet in Council Chambers located at 170 Sc

Main Street, Jonesboro, GA 30236, and shall hold a hea

in which a resolution approving the exercise of emir

domain is to be considered, to condemn the properties loca

at the following physical addresses: 144 Smith Street, Jonesb

GA, 30236; 152 Smith Street, Smith Street, Jonesb

GA, 30236; 154 Smith Street, Jonesboro, GA, 30236; 156 S

Street, Jonesboro, GA, 30236; 158 Smith Street, Jonesb

GA, 30236; 101 Burnett Street, Jonesboro, GA, 30

and 0 Burnett Street, Jonesboro, GA, 30236 (vacant

This notice is provided pursuant to, and in accordance v

O.C.G.A. § 22-1-10(a)(1), and anyone wishing to be h

regarding this proposed resolution must attend the aforementc

meeting at the aforementioned appointed time and place.

Ricky L. Clark, Jr.

City Manager

Packet Pg. 147



## PUBLISHER'S AFFIDAVIT

Attach Copy of Advertisement

### LEGAL NOTICE

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on May 14, 2018 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street Jonesboro, GA, to consider a zoning appeal for property located at 192 South Main Street, Jonesboro, Georgia 30236. The proposed use is to erect a Second Chance Home.

Applicant – Dawn Murray


Ricky L. Clark, Jr., CMC  
Zoning Administrator

State of Georgia  
County of Clayton



Personally appeared before the undersigned, **Donna Goodson**, who after being first duly sworn states that she is the **Circulation Manager for the Clayton News**, official legal organ of **Clayton County, Georgia**, and that upon her own personal knowledge knows that the advertisement, a true copy of which is hereto annexed, was published in said newspaper of general circulation on the following dates:

Run Dates: April 18, 25 - 2018

Newspaper Ad # 543716

  
Donna Goodson, Affiant

Sworn to and subscribed before me this the 25<sup>th</sup> day of April, 2018.

Signed,   
Rita M. Camp, Notary Public  
My commission expires November 23, 2020  


## PUBLISHER'S AFFIDAVIT

Attach Copy of Advertisement

### PUBLIC NOTICE

On May 14, 2017 at 6:00 PM in the Mayor and Council of the City of Jonesboro shall meet in Council Chambers located at 170 South Main Street, Jonesboro, GA 30236, and shall hold a hearing in which a resolution approving the exercise of eminent domain is to be considered, to condemn the properties located at the following physical addresses: 144 Smith Street, Jonesboro, GA, 30236; 152 Smith Street, Smith Street, Jonesboro, GA, 30236; 154 Smith Street, Jonesboro, GA, 30236; 156 Smith Street, Jonesboro, GA, 30236; 158 Smith Street, Jonesboro, GA, 30236; 101 Burnett Street, Jonesboro, GA, 30236; and 0 Burnett Street, Jonesboro, GA, 30236 (vacant lot). This notice is provided pursuant to, and in accordance with, O.C.G.A. § 22-1-10(a)(1), and anyone wishing to be heard regarding this proposed resolution must attend the aforementioned meeting at the aforementioned appointed time and place.


Ricky L. Clark, Jr.  
City Manager

State of Georgia  
County of Clayton

Personally appeared before the undersigned **Donna Goodson**, who after being first duly sworn states that she is the **Circulation Manager for the Clayton News**, official legal organ of **Clayton County, Georgia**, and that upon her own personal knowledge knows that the advertisement, a true copy of which is hereto annexed, was published in said newspaper of general circulation on the following dates:

Run Dates: April 18, 25-2018

Newspaper Ad # 543763

  
Donna Goodson, Affiant

Sworn to and subscribed before me this the 25<sup>th</sup> day of April, 2018.

Signed Rita M. Camp  
Rita M. Camp, Notary Public  
My commission expires November 23, 2020

