



**CITY OF JONESBORO
Regular Meeting
170 SOUTH MAIN STREET
June 11, 2018 – 6:00 PM**

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

Agenda

- I. CALL TO ORDER - MAYOR JOY B. DAY**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. INVOCATION - LED BY WES AGNEW, FIRST BAPTIST CHURCH OF JONESBORO**
- IV. PLEDGE OF ALLEGIANCE**
- V. ADOPTION OF AGENDA**
- 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 22, 2018 Special Called Meeting.
 2. Consideration of the Minutes of the May 14, 2018 Regular Meeting.
 3. Consideration of the Minutes of the May 30, 2018 Special Called Meeting.
- X. CONSENT AGENDA - NONE**
- XI. OLD BUSINESS - NONE**
- XII. NEW BUSINESS**
 1. Council to consider Intergovernmental Agreement between the City of Jonesboro and the Downtown Development Authority of the City of Jonesboro and approval of lease agreement.

2. Council to consider approval of amendment to the City of Jonesboro Position Classification & Pay Plan to create the position of City Historian.
3. Council to consider purchase of two (2) 42" by 42" round city limit signs mounted on 6x6 post in the amount of \$1,950 each.
4. Council to consider approval of Intergovernmental Agreement between the County Board of Elections & Registration and the City of Jonesboro to allow usage of election equipment to conduct the 2018 Municipal Election.
5. Council to confirm appointees to the LCI 2018 Advisory Group.

XIII. OTHER BUSINESS

1. Executive Session for the purpose of discussing pending or potential litigation, the conveyance of real estate & personnel related matters
2. Consider any action(s) if necessary based on decision(s) made in the Executive Session

XIV. ADJOURNMENT

**CITY OF JONESBORO
SPECIAL CALLED MEETING
170 SOUTH MAIN STREET
March 22, 2018 – 1:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Special Called Meeting on Thursday, March 22, 2018. The meeting was held at 1:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

I. CALL TO ORDER - MAYOR JOY B. DAY

Attendee Name	Title	Status	Arrived
Larry Boak	Councilmember	Present	
Alfred Dixon	Councilmember	Present	
Bobby Lester	Councilmember	Absent	
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	Absent	
Franklin Allen	Chief of Police	Absent	
Joe Nettleton	Public Works Director	Present	
Cable Glenn-Brooks	Executive Assistant	Present	

II. ADOPTION OF AGENDA

1. Motion to amend the agenda to include the following items

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

1. Council to consider an emergency item to remove three additional trees by Pro Tree in the amount of \$6,500.00

III. AGENDA ITEMS

1. Discussion regarding the Memorandum of Understanding by and between the Downtown Development Authority of the City of Jonesboro and Good Food & Company LLC.

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

Majority consensus to move forward with Option 1, Lease Purchase agreement for Firehouse Museum.

2. Council to consider an emergency item to remove three additional trees by Pro Tree in the amount of \$6,500.00

RESULT: APPROVED [UNANIMOUS]

MOVER: Ed Wise, Councilmember

SECONDER:

Billy Powell, Councilmember

AYES: Boak, Dixon, Powell, Sebo, Wise

IV. ADJOURNMENT

1. Motion to adjourn

RESULT: APPROVED [UNANIMOUS]

MOVER: Pat Sebo, Councilmember

SECONDER: Ed Wise, Councilmember

AYES: Boak, Dixon, Powell, Sebo, Wise

JOY B. DAY – MAYOR

RICKY L. CLARK, JR. – CITY MANAGER

**CITY OF JONESBORO
REGULAR MEETING
170 SOUTH MAIN STREET
May 14, 2018 – 6:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Regular Meeting on Monday, May 14, 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	Remote	
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	Present	
Cable Glenn-Brooks	Executive Assistant	Present	

III. INVOCATION - CHAPLIN SAM WALDRIP, CITY OF JONESBORO POLICE DEPARTMENT

IV. PLEDGE OF ALLEGIANCE

V. ADOPTION OF AGENDA

1. Motion to amend the agenda to include the following:

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

Add under New Business, Ordinance 2018-006 allowing temporary licenses for Business Occupation and the sale of alcohol to be issued to businesses previously so licensed with Clayton County and now residing within the city limits of Jonesboro due to annexation.

2. Motion to adopt the agenda

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

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.

At this time, representatives from the Department of Community Affairs were present to officially designate the City of Jonesboro as a Classic Main Street Program.

3. Presentation of newly hired City of Jonesboro Police Officers.

At this time, City Manager Ricky Clark introduced the following new officers:

Todd Hendrix, Jonesboro Police Officer
Carey Steele, Jonesboro Park Ranger

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."

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

2. Public Hearing regarding Zoning Appeal as filed at 192 S. Main Street for the erection of a Second Chance Home.

RESULT:	CLOSED
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At this time, Mayor Day opened the Public Hearing. Sheila Taylor, Yung Tim & Barbara Casey-Lane all spoke in favor of the zoning appeal to allow the erection of a second chance home.

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

At this time, the following spoke under Public Comment:

- Penny Fauscett - 120 South Avenue (Sewer line along South Avenue)
- Daniel Fagan - Hampton, Georgia

IX. MINUTES

1. Consideration of the Minutes of the April 9, 2018 Regular Meeting.

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

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

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

X. CONSENT AGENDA

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

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."

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

2. Council to consider a Zoning Appeal at 192 S. Main Street for the erection of a second chance home.

RESULT: APPROVED [UNANIMOUS]

MOVER: Pat Sebo, Councilmember

SECONDER:

Ed Wise, Councilmember

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

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

RESULT: APPROVED [UNANIMOUS]

MOVER: Pat Sebo, Councilmember

SECONDER:

Ed Wise, Councilmember

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

XII. NEW BUSINESS

1. Council to consider Ordinance #2018-006 allowing temporary licenses for business occupation and the sale of alcohol to be issued to businesses previously so licensed with Clayton County and now residing within the City limits due to annexation.

RESULT: APPROVED [UNANIMOUS]

MOVER: Ed Wise, Councilmember

SECONDER:

Bobby Lester, 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: Pat Sebo, Councilmember

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

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

RESULT: APPROVED [UNANIMOUS]

MOVER: Bobby Lester, Councilmember

SECONDER: Ed Wise, Councilmember

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

3. Consider any action(s) if necessary based on decision(s) made in the Executive Session

XIV. ADJOURNMENT

1. Motion to adjourn

RESULT: APPROVED [UNANIMOUS]

MOVER: Pat Sebo, Councilmember

SECONDER: Ed Wise, Councilmember

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

JOY B. DAY – MAYOR

RICKY L. CLARK, JR. – CITY MANAGER

**CITY OF JONESBORO
SPECIAL CALLED MEETING
170 SOUTH MAIN STREET
May 30, 2018 – 6:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Special Called Meeting on Wednesday, May 30, 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	Present	
Cable Glenn-Brooks	Executive Assistant	Present	

III. ADOPTION OF AGENDA

1. Motion to adopt agenda with the following amendments:

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

- Council to consider amendment to Pay Classification Plan to provide for an additional Police Officer.
- Council to consider amendment to the Urban Amendment Cooperation Agreement between Clayton County and the City of Jonesboro for joint participation in the Community Development Block Grant Program, Home Investment Partnerships (HOME) Program and the Emergency Solutions Grant (ESG) Program.

IV. AGENDA ITEMS

1. Council to consider adoption of the Official Zoning Map of the City of Jonesboro with the following amendments:

7941	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	A001)
7955	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	A010)
7965	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	A006)
7977	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	A009)
0	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	A012)
8029	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	A005)
8053	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	A007)
8113	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	A001)
8127	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	A002)
825	HIGHWAY	138	-	from	GB	to	C2	(Parcel	ID	-	13210D	B001)
0	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13210D	B007)
8050	TARA	BLVD	-	from	RM	to	RM	(Parcel	ID	-	13210D	B006)
8092	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13239B	B006)
8100	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13239B	B004)
8122	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13239B	B001)
8293	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13239D	B002)
8295	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13239D	B008)
8311	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13239D	B006)
8337	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13239D	B001)
0	VETERANS	PKWY	-	from	GB	to	C2	(Parcel	ID	-	13239D	B027)
714	VETERANS	PKWY	-	from	GB	to	C2	(Parcel	ID	-	13239D	B023)
8405	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13242B	A018)
8415	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13242B	A017)
8425	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13242B	A021)
8465	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13242B	A020)
8483	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13242B	A019)
8501	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13242B	A015)
8633	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13242D	A012)
8639	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13242D	A001)
8687	TARA	BLVD	-	from	GB	to	C2	(Parcel	ID	-	13242D	A011)
8725	TARA	BLVD	-	from	MX	to	MX	(Parcel	ID	-	05242B	D011)
8733	TARA	BLVD	-	from	MX	to	MX	(Parcel	ID	-	05242B	D005)
8777	TARA	BLVD	-	from	MX	to	MX	(Parcel	ID	-	05242B	D008)
8765	TARA	BLVD	-	from	MX	to	MX	(Parcel	ID	-	05242B	C003)
8787	TARA	BLVD	-	from	MX	to	MX	(Parcel	ID	-	05242B	C005)
0	POSTON	RD	-	from	MX	to	MX	(Parcel	ID	-	05239	240017)
0	TARA	BLVD	-	from	MX	to	MX	(Parcel	ID	-	05239	240001A)
0	TARA	BLVD	-	from	MX	to	MX	(Parcel	ID	-	05239	240001)

0 TARA BLVD – from MX to MX (Parcel ID – 05239 033002)

RESULT: APPROVED [UNANIMOUS]

MOVER: Ed Wise, Councilmember

SECONDER: Billy Powell, Councilmember

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

At this time a Public Hearing was held regarding each Parcel. As none were present to speak, the Public Hearing was duly adjourned by Mayor Day.

2. Council to consider amendment to the Urban Amendment Cooperation Agreement between Clayton County and the City of Jonesboro for joint participation in the Community Development Block Grant Program, Home Investment Partnerships (HOME) Program and the Emergency Solutions Grant (ESG) Program.

RESULT: APPROVED [UNANIMOUS]

MOVER: Pat Sebo, Councilmember

SECONDER: Billy Powell, Councilmember

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

3. Council to consider amendment to Pay Classification Plan to provide for an additional Police Officer.

RESULT: APPROVED [UNANIMOUS]

MOVER: Pat Sebo, Councilmember

SECONDER: Bobby Lester, Councilmember

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

V. ADJOURNMENT

1. Motion to adjourn.

RESULT: APPROVED [UNANIMOUS]

MOVER: Ed Wise, Councilmember

SECONDER: Billy Powell, Councilmember

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

JOY B. DAY – MAYOR

RICKY L. CLARK, JR. – CITY MANAGER



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

- 1

12.1

COUNCIL MEETING DATE

June 11, 2018

Requesting Agency (Initiator) Office of the City Manager	Sponsor(s)
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to consider Intergovernmental Agreement between the City of Jonesboro and the Downtown Development Authority of the City of Jonesboro and approval of lease agreement.	
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i>	
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Economic Development	

Jonesboro Firehouse Development Project

Intergovernmental Agreement between City and DDA – the City and the DDA have entered into a prior Intergovernmental Agreement (IGA) providing that the DDA would complete and provide a Master Plan for the development of the old Jonesboro firehouse. The plan having been prepared and approved by the City, the City and DDA now enter into a new IGA to provide for the sale of the building to the DDA and the sale to be financed by the City. The building is valued by the tax assessor's office at \$266,500, so the agreement allows the City to loan the DDA up to \$300,000 for the purchase. Once the property has been renovated and the lease with the tenant starts the lease payments will pay off the loan over 15 years at 1% interest. The reduced interest is an incentive to the tenant to locate in the building.

Development Agreement between the DDA and Good Food & Friends, LLC (tenant) – the DDA and Good Food & Friends, LLC have agreed upon a budget for the renovations of the building and a rent structure that will pay the costs of such. Based on this agreement the DDA can move forward with selecting a contractor to perform the work and begin the process of securing the financing and other funding for the project. This agreement does not specifically require the City approval, but is evidence that the DDA and tenant have reached an agreement

Broad Street Project Abstract

As the first piece of the connection between Jonesboro's Main Street and Lee Street Park, as described on the preceding pages, the Broad Street project will stimulate new activity in the downtown core and serve as a linchpin in the revitalization of the entire block between Broad Street and Riley Way.

Primary objectives include:

1. Re-establish Broad Street's original identity as a day- and night-time destination offering dining and entertainment at the rear of the commercial buildings along Main Street.
2. Create the first phase of a “greenway” walking route connecting the downtown core to Lee Street Park. This mid-block route includes re-opening the narrow “paseo” walkway between Main Street and Broad Street.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date June, 11, 2018	
Signature	City Clerk's Office	

3. Reconfigure the Mill Street and Church Street frontages of the block with enhanced sidewalks, lighting, and on street parking. This work will include the addition of a sidewalk between Broad and Main along the south side of Mill Street.

4. Re-purpose the existing Fire Station building on Mill Street to attract a restaurant and/or brewery operation as a new food and beverage anchor for downtown.

5. Provide a multi-purpose event venue, associated with the Fire Station re-use described above, to activate the development. It will highlight a new, intimately-scaled green space/garden setting and include a pavilion and public restrooms.

The vision for this project is to reinforce downtown Jonesboro with the addition of a purposeful outdoor civic space that can serve as a “destination”, similar to those created in recent years for other revitalized cities in the Atlanta region.

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.)

- DDA-City IGA for loan (004)
- JONESBORO - FIRE STATION Development Agreement DRAFT 180606 (003)
- Broad Street Project Update (1)
- Flow Chart (Firehouse Project)

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF JONESBORO AND THE DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF JONESBORO

This Intergovernmental Agreement (the “Agreement” or the “Conveyance IGA”) is made and entered into this _____ day of _____, 2018 by and between the City of Jonesboro, a political subdivision of the State of Georgia, (hereinafter referred to as “City”) and the Downtown Development Authority of Jonesboro, Georgia (hereinafter referred to as “DDA”).

W I T N E S S E T H:

WHEREAS, the City is a political subdivision of the State of Georgia and the DDA is a public body corporate and politic created pursuant to the provisions of O.C.G.A. § 36-42-1, et seq.; and,

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and DDA are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these entities are authorized to undertake; and,

WHEREAS, pursuant to Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the DDA is authorized to further activities to promote public purposes to develop trade, commerce, industry, and employment opportunities within the City of Jonesboro; and,

WHEREAS, pursuant to O.C.G.A. § 48-5-350, the City is authorized to levy and collect municipal taxes upon all taxable property within the limits of the municipality to provide for financial assistance to its development authority for the purpose of developing trade, commerce, industry, and employment opportunities; and,

WHEREAS, the DDA is authorized pursuant to O.C.G.A., §36-42-8(a) (8) to make application directly or indirectly to any municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of

the DDA's public purposes and to accept and use the same upon such terms and conditions as are prescribed by such municipal government or agency or other source;

WHEREAS, the City owns and controls the real property and improvements thereon located at 103 West Mill Street, Jonesboro, Georgia 30236, Jonesboro, Tax Parcel 13241D B005 (the "Property"); and

WHEREAS, the City and the DDA have entered into an Intergovernmental Agreement for the creation of a plan for the redevelopment of the Properties (the "Project") for the purpose of promoting trade, commerce, industry, and employment opportunities in the downtown development area of the City of Jonesboro;; and

WHEREAS, the City has approved the plan for the redevelopment of the Project; and

WHEREAS, the redevelopment of the Project in the City of Jonesboro will create new employment opportunities within the downtown area of the City of Jonesboro; and

WHEREAS, the redevelopment of the Project in the City of Jonesboro will serve to rehabilitate an underperforming asset within the downtown area of the City of Jonesboro; and

WHEREAS, the redevelopment of the Project in the City of Jonesboro will help to replace lost revenues to the City of Jonesboro; and

WHEREAS, the redevelopment of the Project in the City of Jonesboro will provide for the preservation of a structure in the City of Jonesboro; and

WHEREAS, the redevelopment of the Project in the City of Jonesboro will bring increased visitors and tourism to the City of Jonesboro; and

WHEREAS, the City intends to transfer title to the Properties to the DDA, or its wholly owned subsidiary the (name of the wholly owned subsidiary of the DDA). (collectively referred to hereinafter as the "DDA") for the purpose of pursuing the Project; and

WHEREAS, the DDA intends to seek financing from local lenders, the Department of Community Affairs, the Georgia Cities Foundation and private investors for the purpose of pursuing the Project; and

WHEREAS, pursuant to O.C.G.A., §36-42-8(a) (8), the DDA desires to apply to the City for assistance in financing for the purpose the redevelopment of the Project to the City of Jonesboro; and

WHEREAS, the City desires to provide assistance in financing to the DDA for the purpose of the redevelopment of the Project to the City of Jonesboro, subject to the terms and conditions set forth hereinbelow; and

WHEREAS, in furtherance of the aforesaid public purposes, the City and the DDA intend for the Property to be owned by the DDA, subject to a promissory note and deed to secure debt to the City and subject to the other terms and conditions set forth hereinbelow; and

WHEREAS the City and DDA have agreed that the public purposes hereinabove described will be more efficiently and more economically achieved if assistance in financing of the redevelopment of the Project is available by the City to the DDA as hereinafter provided

NOW THEREFORE, pursuant to O.C.G.A. § 48-5-350, and in consideration of the mutual promises, covenants and undertaking set forth herein, and detailed in the aforesaid recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and the DDA do agree as follows:

1.

The City hereby authorizes a loan in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) to the DDA subject to the terms and conditions set forth in the Promissory Note and Deed to Secure Debt described below.

2.

The DDA hereby authorizes the Chairman of the DDA to execute the promissory note (the "Promissory Note") in substantially the same form as Attachment "1" and the deed to secure debt (the "Deed to Secure Debt") in substantially the same form as Attachment "2" on behalf of the DDA.

3.

The terms of the Promissory Note and the Deed to Secure Debt provide generally as follows:

1. The DDA has attached hereto, for City approval, a budget for the project setting forth proposed sources and uses of funds for the redevelopment of the Project;
2. The DDA will execute a Promissory Note in favor of the City to pay one percent (1%) annual interest on the loan, amortized over a period of fifteen (15) years; as set forth in the terms of the Promissory Note attached hereto as Attachment 1;
3. No principal and interest payments will accrue or be due and payable until construction is completed and the tenant takes possession;
4. Repayment of said the loan shall be secured by a Deed to Secure Debt, as set forth in Attachment 2 hereto, on the Property.
5. Said Deed to Secure Debt and Promissory Note may be subordinated to such other financing as the DDA may secure for the purpose of redeveloping the Project;
6. Any sale of the Property by the DDA, except the sale or transfer of the Property to the (name of the wholly owned subsidiary of the DDA) must be approved by the City;

4.

The City hereby agrees, pursuant to the provisions of O.C.G.A. § 48-5-350, to appropriate each year an amount equal to the debt service as set forth in the above referenced budget, provided however such amount shall not exceed three mills per dollar upon the assessed value of the taxable property within the City.

5.

The DDA hereby agrees that all net operating revenues from the Project, "net operating revenues" being defined as all sums generated by the operations of the Project, from any source, less those expenses reasonably required for the operations of the Project, shall be transferred to the City unless otherwise specifically authorized by the City.

6.

This Agreement shall be for a term equal to the term of the longest amortization of such financing as is set forth in the budget, provided further that the term of this Agreement shall not extend beyond fifty (50) years as provided for in Article IX, Section III, Paragraph I of the

Constitution of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts each to be considered as an original by their authorized representative, on the day and date hereinabove written.

CITY OF JONESBORO

By: _____

Its: Mayor

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF JONESBORO, GEORGIA**

By: _____

Its: Chairman

**ATTACHMENT “1”
DRAFT FORM OF
PROMISSORY NOTE**

PROMISSORY NOTE

\$_00,000.00

_____, 2018

Jonesboro, Georgia

FOR VALUE RECEIVED, the undersigned DOWNTOWN DEVELOPMENT AUTHORITY OF JONESBORO, GEORGIA (hereinafter "DDA") of 124 North Avenue, Jonesboro, Georgia 30236, hereby promises to pay to the order of CITY OF JONESBORO, GEORGIA, a political subdivision of the State of Georgia (hereinafter "City"), at 124 North Avenue, Jonesboro, Georgia 30236, or at such other place as City may from time to time hereafter direct in writing, in legal tender of the United States of America, the principal sum of ____ Hundred Thousand and 00/100 Dollars (\$_00,000.00), together with interest on the unpaid principal balance from time to time outstanding hereunder as hereinafter set forth.

Beginning one year from the date set forth above, and accruing monthly thereafter, Interest shall accrue at a rate of one percent (1.00) per annum, with interest payments only for the first twelve months following the first anniversary of the loan ("Anniversary Date"). Thereafter, beginning with first day of the thirteenth month following the Anniversary Date, the DDA shall make one hundred eighty (180) equal monthly payments in the amount of ____/100's Dollars (\$____).

Notwithstanding the schedule of payments referenced above, the Note shall become due and payable upon the sale of all or any part of the collateral securing this Note. At which time all principal and interest accrued at the time thereof shall be due and payable.

This Note may be amended, modified, supplemented and/or renewed from time to time as agreed upon by the parties.

DDA and City hereby acknowledge that all terms and provisions as set forth in that certain Intergovernmental Agreement ("IGA") are incorporated herein by reference thereto, a true and correct copy of which is attached hereto as Exhibit "A".

Any principal of, and to the extent permitted by applicable law, any interest on this Note, and any other sum payable hereunder, which is not paid when due shall bear interest, from the date due and payable until paid, payable on demand, upon any default or on sale, at the rate of one percent (1.00) per annum.

This Note shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Georgia.

This Note may be prepaid in whole or in part at any time or times without penalty.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, City shall be entitled to collect attorneys' fees in an amount equal to fifteen per cent (15) of the principal and interest, and all costs of collection.

The occurrence of anyone or more of the following shall constitutes an event of default ("Event of Default") hereunder: (a) DDA fails to make any payment when due under this Note; (b) DDA fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation,

covenant or condition contained in any other agreement between City and DDA; (c) DDA or any Grantor of security for this Note, defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or person that may materially affect any of DDA's property or DDA's ability to repay this Note or perform DDA's obligations under this Note or any of the related documents; (d) Any warranty; representation or statement made or furnished to City by DDA or on DDA's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; (e) The dissolution or termination of DDA's existence as a going business, the insolvency of DDA, the appointment of a receiver for any part of DDA's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against DDA; (f) Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of DDA or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of DDA's accounts, including deposit accounts, with City. However, this Event of Default shall not apply if there is a good faith dispute by DDA as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if DDA gives City written notice of the creditor or forfeiture proceeding and deposits with City monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by City, in its sole discretion, as being an adequate reserve or bond for the dispute; (g) Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note; (h) A material adverse change occurs in DDA's financial condition, or City believes the Project of payment or performance of this Note is impaired; or (i) City in good faith believes itself insecure.

Upon the occurrence of anyone or more of the foregoing Events of Default, City shall give notice to DDA, prior to acceleration, a date, not less than 90 days from the date the notice is given to DDA of the action required to cure said default. The failure to cure the default on or before the date specified in the notice may result in the acceleration of the entire unpaid principal balance hereof, together with all accrued but unpaid interest, and without any further notice to or demand upon DDA of any kind, all of which notice and demand DDA hereby expressly waive, become immediately due and payable. Should this Note, or any part of the indebtedness evidenced hereby, be collected by or through an attorney-at-law, City shall be entitled to collect reasonable attorney's fees and all other reasonable costs and expenses of collection from DDA and/or any guarantor or surety hereof.

TIME IS OF THE ESSENCE OF THIS NOTE. DDA HEREBY WAIVES PRESENTMENT FOR PAYMENT, DEMAND FOR PAYMENT, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR AND NOTICE OF NON-PAYMENT HEREOF.

In no event, whether by acceleration of the maturity of the indebtedness evidenced by this Note or otherwise, shall the amount of interest due or payable hereunder exceed the maximum rate of interest that may be paid by DDA under applicable law; and, in the event of any such payment inadvertently paid by DDA or inadvertently received by City, such excess sum shall be, at DDNs option, returned to DDA forthwith or credited as a payment of principal, but shall not be applied to the payments of interest. It is the intent hereof that DDA not pay or contract to pay, and City not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by DDA under applicable law. Wherever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Note shall be prohibited or invalid under applicable law. Such provision shall

be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Note. No delay or failure on the part of City in the exercise of any right or remedy hereunder or under the Security Deed or any other agreement with DDA shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by City of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. City, at its option, may enforce its rights against any collateral securing this Note or against any guarantor of or surety for this Note without enforcing its rights against DDA or any other property or indebtedness due or to become due to DDA. DDA agrees that City shall have no responsibility for the protection or preservation of the value of, and may at any time release, any collateral securing this Note.

IN WITNESS WHEREOF, DDA has hereunto set its hand and affixed its seal, the day and year first above written.

DOWNTOWN DEVELOPMENT AUTHORITY OF
JONESBORO

By: _____
_____, Chairman

**ATTACHMENT “2”
DRAFT FORM OF
DEED TO SECURE DEBT**

STATE OF GEORGIA, County of Clayton,

THIS INDENTURE, Made the _____ day of _____, in the year two thousand eighteen, between

THE DOWNTOWN DEVELOPMENT AUTHORITY OF JONESBORO

of the County of Clayton, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

THE CITY OF JONESBORO

whose address is 124 North Avenue, Jonesboro, Georgia 30236, as party of the second part, hereinafter called Grantee:

WITNESSETH: That Grantor, for and in consideration of the sum of ____ Hundred Thousand and no/100 (\$_.00,000.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its successors and assigns, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Grantor shall not, without the prior written consent of the Grantee, voluntarily or by operation of law, sell, transfer, convey or assign all or any part of the legal or equitable title to the premises, or any part of, or interest in, the premises, or any of the personality located thereon or used or intended to be used in connection therewith, and any such sale, transfer, conveyance, or assignment, without the prior written consent of the Grantee, shall constitute a default under the terms of this Deed to Secure Debt.

Grantor shall not, without the prior written consent of the Grantee, transfer, convey or assign the premises, or any part of, or interest in, the premises as security for an indebtedness other than for the indebtedness secured hereby, and any such transfer, conveyance or assignment, without the prior written consent of the Grantee, shall constitute a default under the terms of this Deed to Secure Debt.

TO HAVE AND TO HOLD the said bargained premises with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, its successors and assigns, in fee simple; and Grantor, will warrant and forever defend the right and title to the above described property unto the said Grantee, its successors and assigns against the claims of all persons whomsoever, except as may be otherwise expressly stated herein.

This conveyance is made under the provisions of Title 44, Chapter 14, Article 3 of the Official Code of Georgia, and upon payment of the debt hereby secured this security deed shall be cancelled and surrendered pursuant thereto, the debt hereby secured being one note of even date herewith in the amount of \$300,000.00. Said note having a final payment date of November __, 2032.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

As further security for the debt herein described, Grantor hereby sells, assigns, sets over and transfers to the Grantee all of the rent which shall hereafter become due or be paid for the use of the above described property, reserving only the right to the Grantor to collect said rents so long as there is no default in the obligations of the Grantor under this deed or in payment of the debt hereby secured. In the event of such default in said debt or any part thereof, principal or interest, or in the performance of any obligation of the Grantor under this deed, Grantee may enter upon said premises and collect the rents therefrom and the Grantee is hereby constituted and appointed as Grantor's agent and attorney in fact to collect such rents by any appropriate proceedings, and Grantee is authorized to pay a rental or real estate agent five percent (5%) commission for collecting such rents. The net amount of rent so collected shall be applied towards the debt hereby secured.

And the said Grantor hereby covenants, for so long as said indebtedness, or any part thereof, shall remain unpaid, to keep said premises in as good condition as they now are; to pay all taxes and assessments that may be liens upon said premises, as they become due; and to keep the improvements on said premises insured in company or companies acceptable to said Grantee against loss or damage by fire or lightning in the sum of at least adequate Dollars, with loss, if any, payable to said Grantee, and shall deliver the policies of insurance to the said Grantee; and that any tax, assessment, or premium of insurance, not paid when due by the Grantor, may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of eight per centum per annum, and shall, with interest, be covered by the security of this deed. And should the said Grantee receive any money for damages covered by insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either wholly or in part, to the said Grantor to enable said Grantor to repair or replace improvements, or for any other purpose, without affecting the lien of this deed for the full amount secured hereby before such damage or such payment took place.

Time being of the essence of this contract, the Grantee shall have the right to accelerate the maturity of the debt hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note hereby secured, or upon failure of Grantor to perform any obligation or make any payment required of Grantor by the terms of this deed.

And Grantor further covenants and agrees that the possession of said premises, during the

existence of said indebtedness, by Grantor, or any persons claiming under Grantor, shall be that of tenant under Grantee, or assigns, during the due performance of all of the obligations aforesaid, and that in case of a sale under the power as hereinafter provided or by foreclosure by process of law, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

In the event of default in the indebtedness hereby secured either in due course or by acceleration as herein provided, or in the event of default in the performance of any of the obligations required of the Grantor by the terms of this deed, the Grantee shall be entitled to have a receiver appointed for the property herein described, in connection with or as a part of any proceeding to foreclose this deed or to enforce any of its terms or the collection of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoints the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee and assigns, the following irrevocable power of attorney: To sell the said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee and assigns, the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee, or assigns, shall be binding and conclusive upon Grantor, and the heirs, executors, administrators and assigns of Grantor, and that the conveyance to be made by Grantee or assigns, shall be effectual to bar all equity of redemption of Grantor, or the successors in interest of Grantor, in and to said premises, and Grantee or assigns, shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with eight per centum per annum thereon from date of payment, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

This deed and the note or notes hereby secured shall be deemed and construed to be contracts executed and to be performed in Georgia.

This deed is executed as a first encumbrance upon the above described premises and for the purpose of securing the items herein described; and if any of the money so advanced by the Grantee and secured hereby is used to pay and/or cancel any encumbrances upon the above described premises, it is agreed that the holder of this deed and of the indebtedness hereby secured shall be subrogated to all the right, title and lien held by the encumbrancers under the said encumbrances so paid off and/or cancelled.

IN WITNESS HEREOF, Grantor has hereto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of:

Witness _____ (SEAL)

Notary Public, Clayton County, Ga. _____ (SEAL)

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into this _____ day of June, 2018 between the Downtown Development Authority of Jonesboro (said Party hereinafter referred to as the "Authority" or "Landlord") and Good Food and Company, LLC (said Party hereinafter referred to as the "Company" or "Tenant"):

WITNESSETH:

WHEREAS, the Authority and Company have previously entered into a Memorandum of Understanding dated _____ regarding the Authority's renovation and construction of improvements (the "Project") located on certain real property located at 103 W. Mill Street with a parcel identification number of 1324 1D B005 (the "Property") which the Authority intends to lease to the Company pursuant to a lease/purchase agreement. A true and correct copy of the Memorandum of Understanding is attached hereto as Exhibit "A"; and,

WHEREAS, in conjunction with the Memorandum of Understanding, the Authority has also previously engaged the services of an architect to develop design documents for the Project. A copy of conceptual drawings prepared by the architect are attached hereto as Exhibit "B" (the "Plans"); and,

WHEREAS, pursuant to the Memorandum of Understanding, the Parties have prepared a preliminary development budget, a copy of which is attached hereto as Exhibit "C" (the "Budget"); and,

WHEREAS, the Parties desire that the Authority proceed with the identification and selection of a preferred contractor to complete the work provided for in the Plans and Budget in accordance with the Georgia Local Government Public Works Construction Law; and,

WHEREAS, the Parties desire that the Authority take such steps and engage such professionals as required and contemplated by the Budget to ensure that the building and work thereon are eligible for any possible State and Federal grants and/or tax credits; and,

WHEREAS, the Parties desire that upon selection of a preferred contractor, the Authority authorize the architect to proceed with final construction drawings.

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits to be derived by each party from this Agreement, the both Parties hereto agree as follows:

1.

That the Authority shall proceed with such public notice of the Project as is required by the Georgia Local Government Public Works Construction Law, in the form of a Request for Qualifications and Request for Proposals to interested general contractors.

2.

That upon the Authority's receipt of responses to such Request for Qualifications, the Company shall participate in the review and scoring of said responses.

3.

That upon the Authority's receipt of responses to such Request for Proposals, the Company shall participate in the review and analysis of said responses and shall participate in the selection of a Preferred Contractor for the Project.

4.

Upon the selection of a Preferred Contractor, the Authority and Company shall jointly work to establish and accept a pricing proposal that is consistent with the Budget, or is otherwise acceptable to the Parties. The Parties shall memorialize their acceptance of the pricing proposal in a written document signed by the Parties.

5.

Upon the Parties' acceptance of the pricing proposal contemplated by Paragraph 4 of this Development Agreement, the Parties shall update the Budget to be consistent with the pricing proposal which the Parties accepted, and the Authority shall release the architect to complete construction drawings for a Guaranteed Fixed Price Construction Contract with the Preferred Contractor.

6.

Upon the Parties' acceptance of the pricing proposal contemplated by Paragraph 4 of this Development Agreement, the Authority shall commence negotiations with a lender for a development loan and permanent loan sufficient to finance the costs of development of the Project, at such terms as are consistent with the updated Budget for the Project. The Authority shall not enter into any commitment or loan agreement for such financing for the Project without the prior written consent of the Company.

7.

Upon the Parties' acceptance of the pricing proposal contemplated by Paragraph 4 of this Development Agreement, the Authority shall commence the application process for such other funding sources for subordinate low interest loans for which the Project may be eligible. The Authority shall not enter into any commitment or loan agreement for such financing for the Project without the prior written consent of the Company, such consent not to be unreasonably delayed, denied, or conditioned.

8.

Upon completion of the construction drawings and all necessary plans and specifications for the construction of the Project, the Authority shall proceed to negotiate a Guaranteed Fixed Price Construction Contract with the Preferred Contractor for construction of the Project (the "Fixed Price Contract"). The Authority shall not enter into any Fixed Price Contract for the Project without the prior written consent of the Company, such consent not to be unreasonably delayed, denied, or conditioned.

9.

Prior to entering into such Fixed Price Contract, the Authority and the Company shall enter into a lease/purchase agreement providing for the Company's lease/purchase of the Property from the Authority, or a single asset entity of the Authority. The Parties agree that the lease/purchase agreement shall contain the following terms and conditions:

- a. A lease term of not less than fifteen (15) years, commencing on the date of the issuance of the Certificate of Occupancy.
- b. Provisions requiring the Company to pay the difference, if any, between the actual cost of construction of the Project and the agreed upon Fixed Price Contract if such difference arises from any change or alteration by the Company of the scope of work as set forth in the Plans, as finally approved by the Parties for construction.
- c. Provisions requiring the Authority to pay for any costs in excess of the Fixed Price Contractarising from any expenditure in excess of the amount specified in the Fixed Price Contract, not authorized by the Company.
- d. Provisions requiring the Company to issue monthly rent payments to the Authority on or before the first (1st) day of each month in an amount as are necessary to amortize the outstanding indebtedness incurred for the development of the Project over a period of fifteen years, or as otherwise agreed to in writing by the Parties.
- e. Provisions requiring the Company to pay for the costs of all electric, water, sewer, stormwater, telecommunications and any other utilities serving the Property.
- f. Provisions requiring the Company to maintain casualty insurance on the Property and its improvements, in an amount not less than the full replacement value, as well as Company's personal property and contents and to provide general public liability insurance naming Landlord as an additional insured.
- g. Provisions requiring the Company to maintain the structural elements of the building including, but not limited to, the roof, exterior walls and foundation and to maintain all other components of the building including, but not limited to, heating and air units.

and plate glass windows. All warranties for new equipment shall inure to the Company's benefit.

- h. Provisions that the Company may not assign the lease/purchase agreement or sublet the premises without Authority's prior written consent which consent shall not be unreasonably withheld.
- i. Provisions that the Company be responsible for ad valorem property taxes (if any) legally levied against the Property and/or Project.
- j. An Option on behalf of the Company to purchase the Property, at any time after a period of five (5) years of the commencement of the lease/purchase agreement, for an amount equal to that necessary to fully retire all existing indebtedness, and the cost of transfer (including all costs and fees to close on the transaction).
- k. A provision under which the Tenant indemnifies Landlord and its predecessor in title against all claims, suits and liabilities arising from Tenant's occupation, possession or use of the Property, regardless whether such claims, suits and liabilities are initiated by Landlord or a third party.
- l. Such other terms or conditions as may be required by the Authority's lenders and approved and agreed by the Company.

Therefore, the parties hereto set their hand and seal this ____ day of June, 2018.

Downtown Development Authority of
Jonesboro

By: _____
Chairman

Good Food and Company, LLC

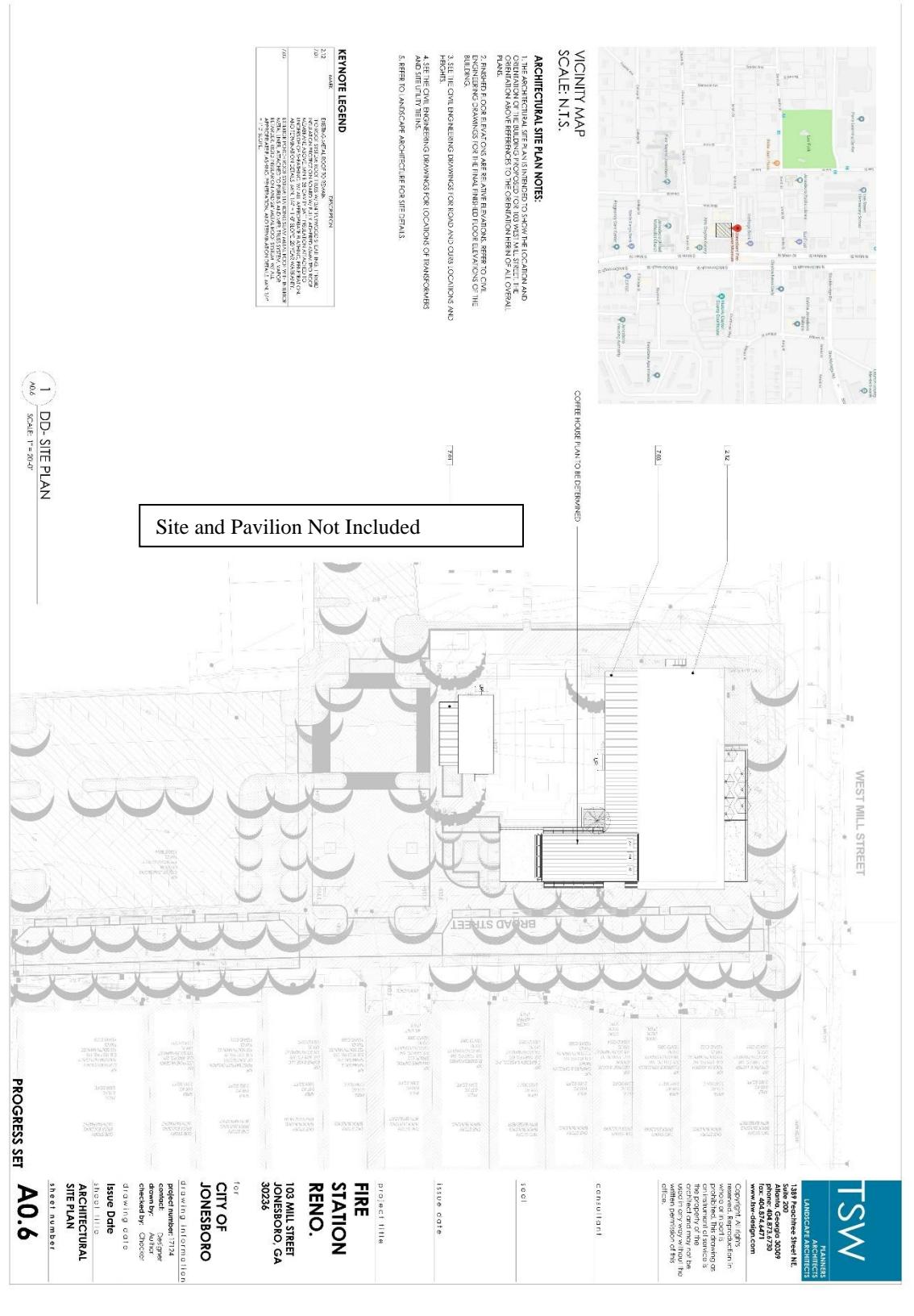
By: _____
Title: _____

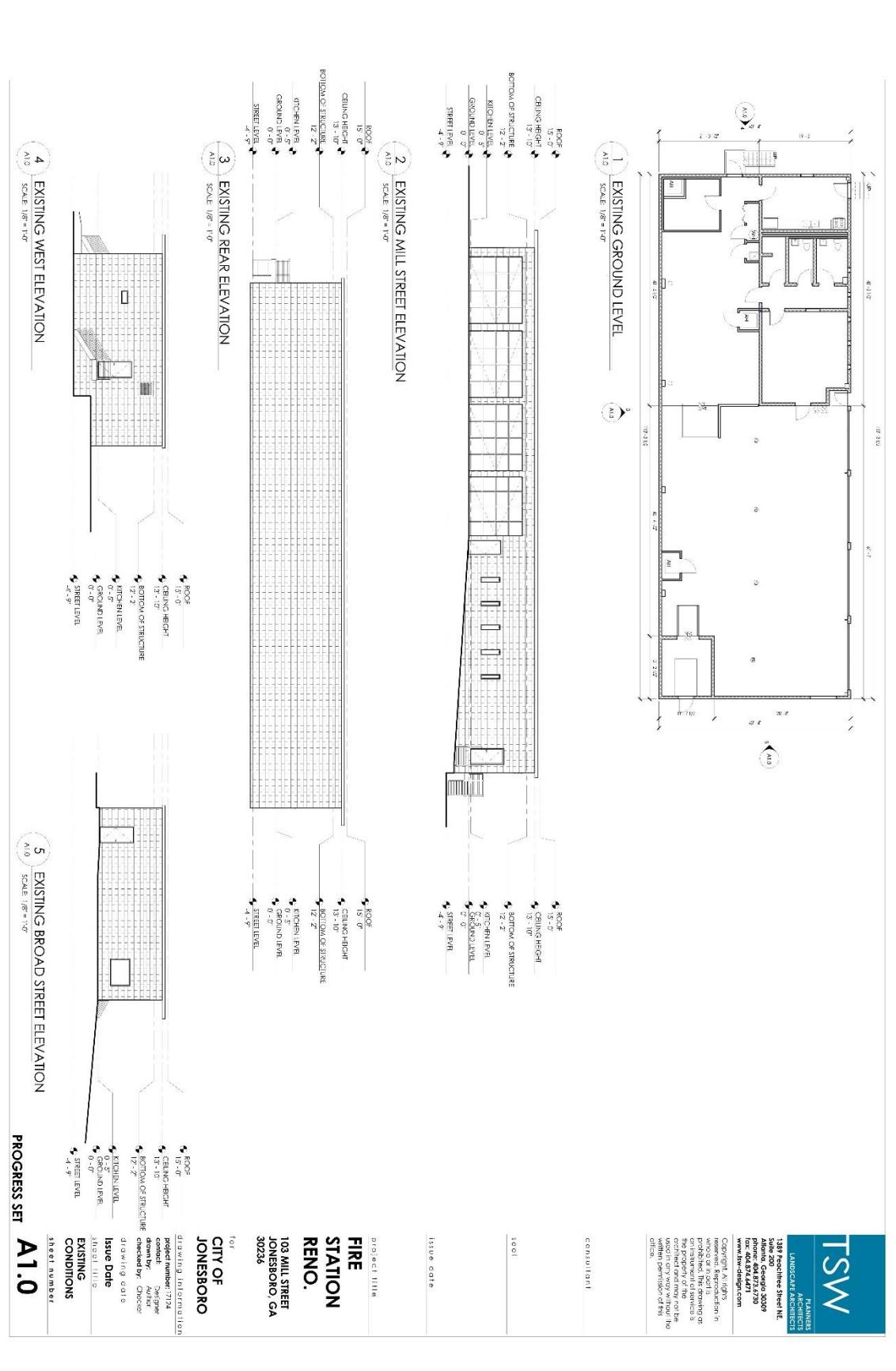
EXHIBIT A

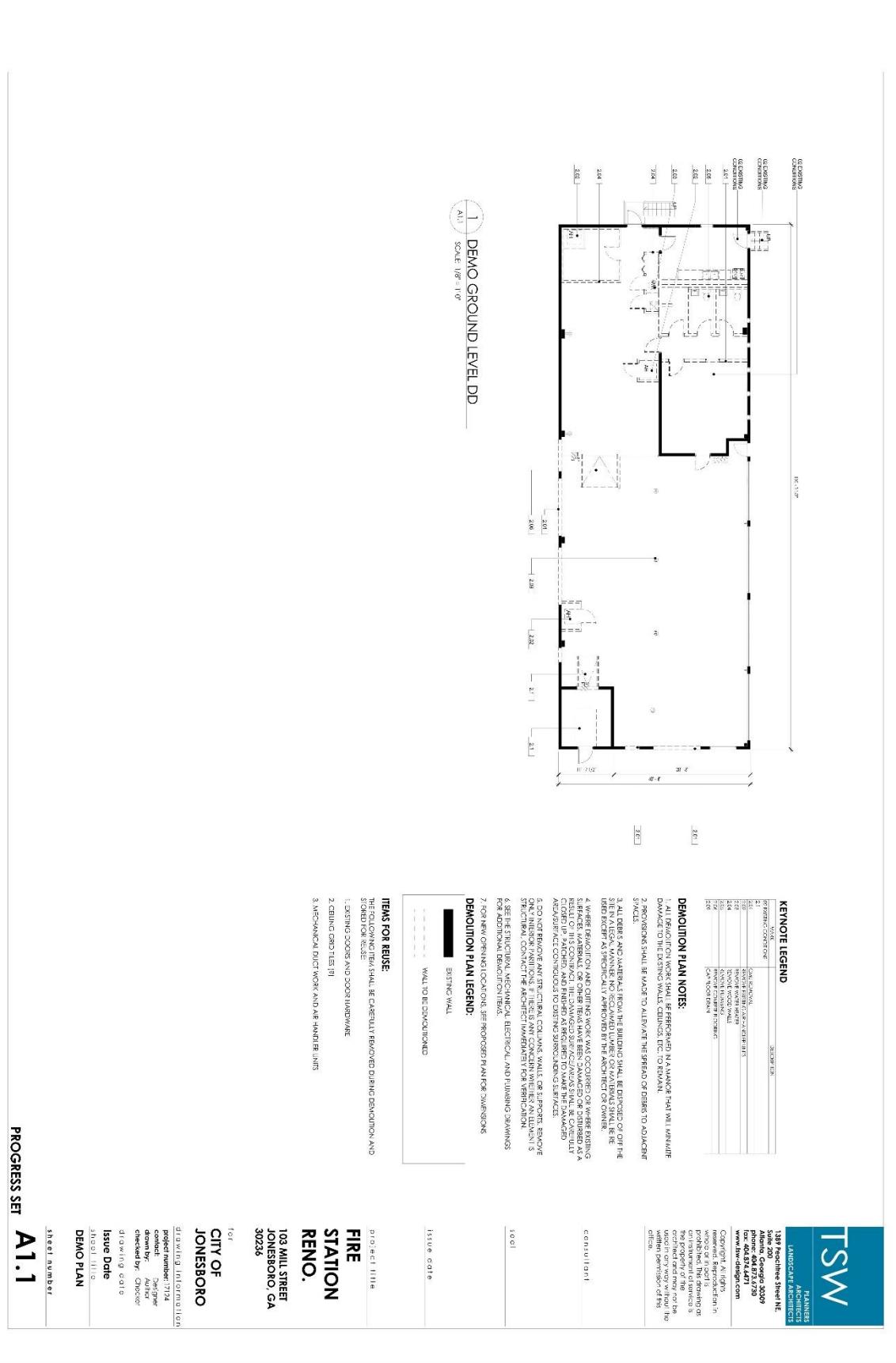
SEE ATTACHED MEMORANDUM OF UNDERSTANDING

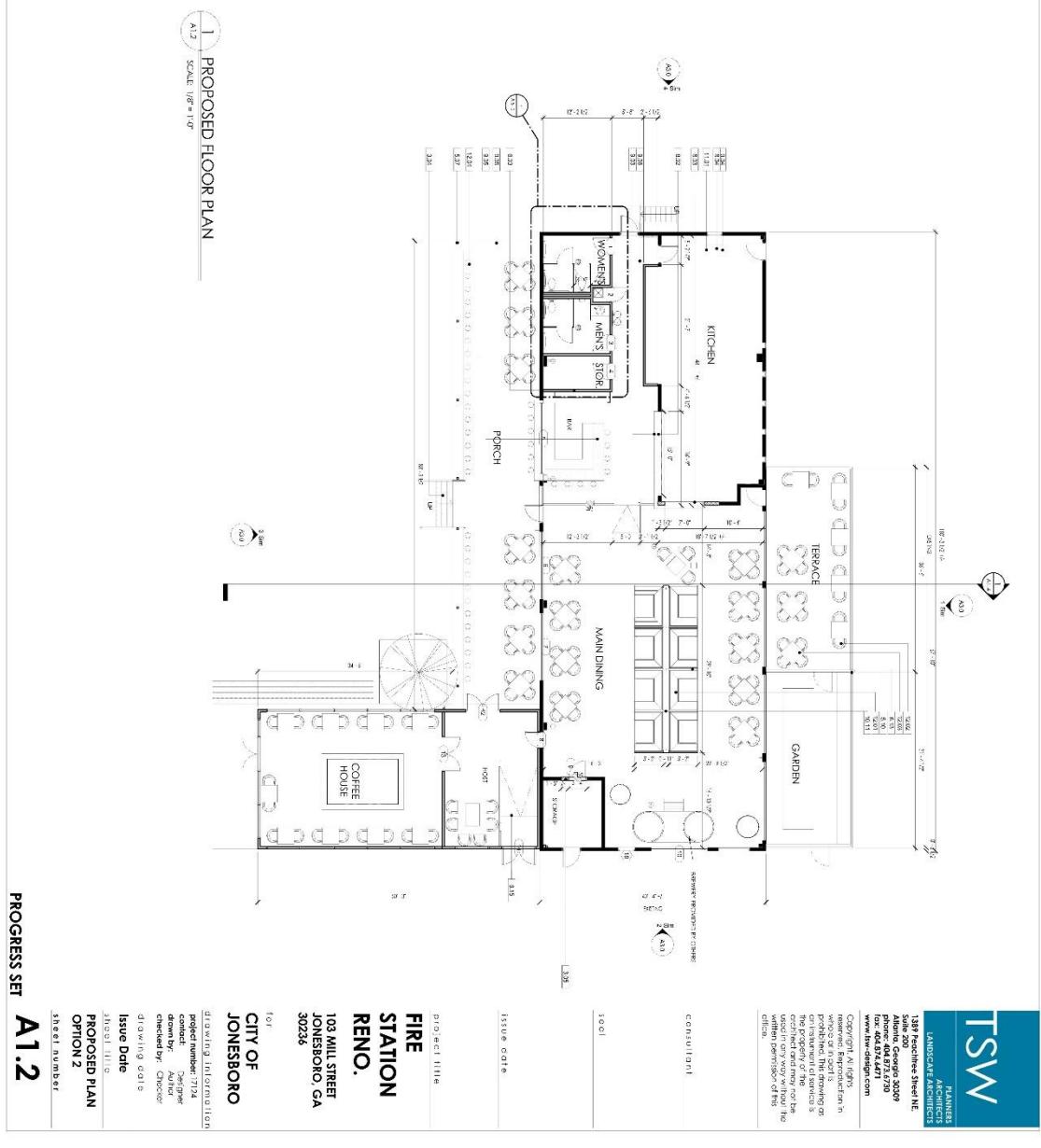
EXHIBIT B

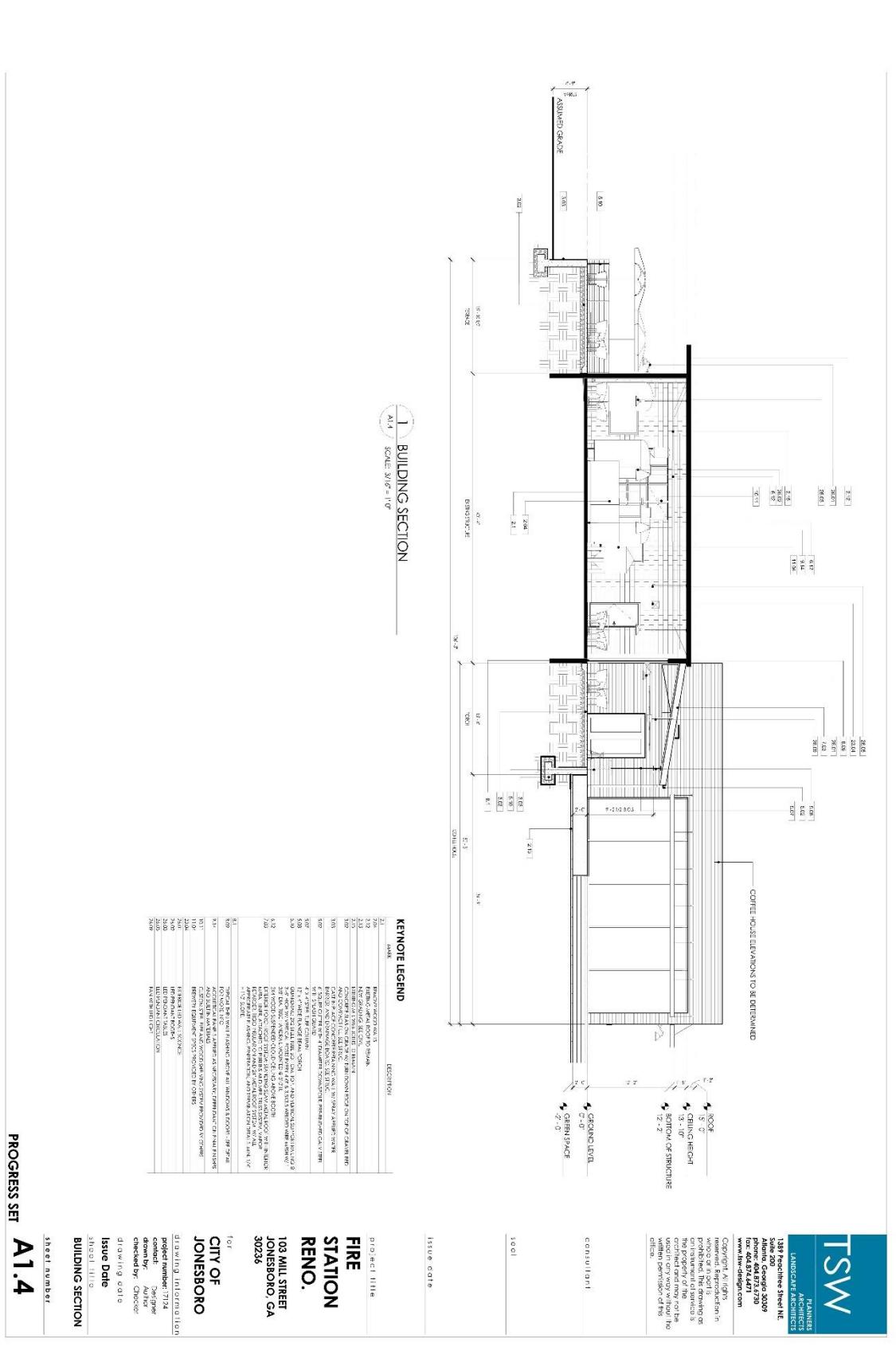
SEE ATTACHED CONCEPTUAL DRAWINGS



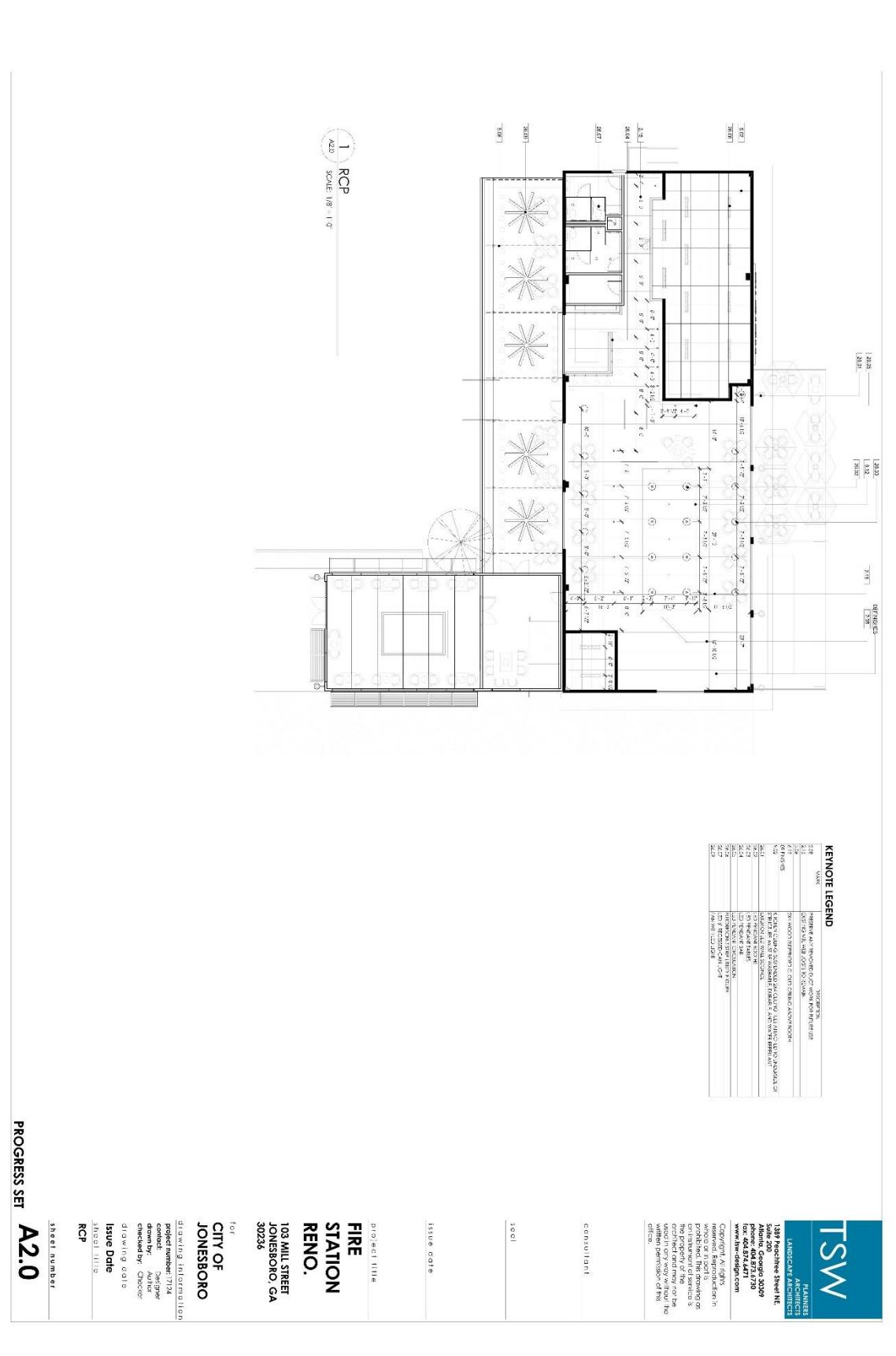








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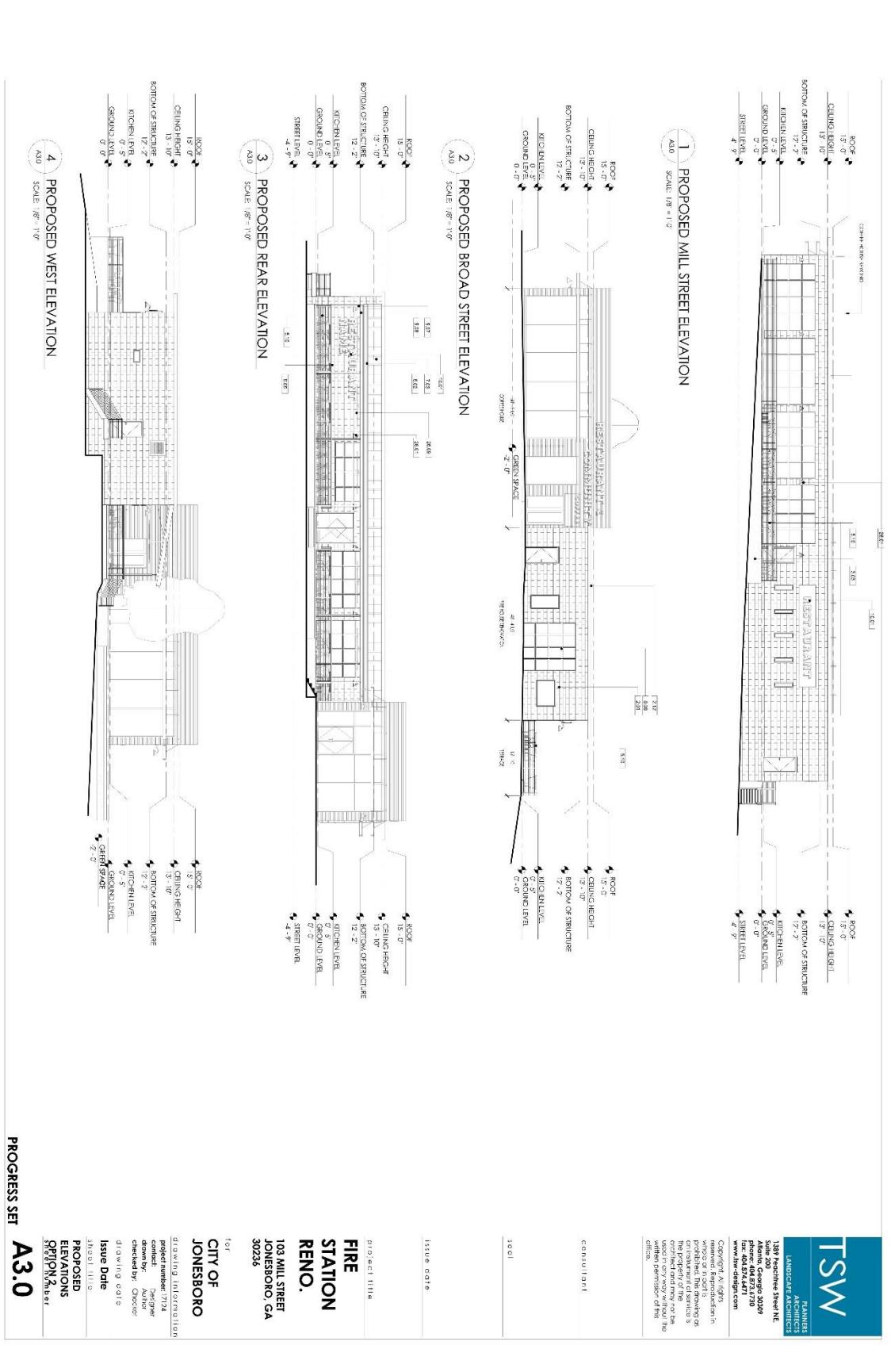


EXHIBIT C

SEE ATTACHED BUDGET CONSISTING OF TWO PAGES.

Jonesboro Fire Station Project (Conceptual)



6/4/2018

Source and Use

Firehouse

SOURCES

SPLIST (2020)	
SPLIST (2018-2019)	
CDBG	
Clayton Co Water Authority	
Construction/Perm Loan	698,412
Rehab Credit Equity	82,500
Investor Credit Equity	68,750
GCF Loan	250,000
DDRFLF	250,000
City Loan	266,500
Prospect Equity	100,000

TOTAL SOURCES

1,716,162

USES/DEVELOPMENT COSTS

Acquisition

Building Acquisition	266,500
Closing Costs	0
Taxes	0

Hard Costs

Base Construction	747,328
Demolition (Included)	0
Asbestos Remediation (TBD)	0
Addition	323,438
Impact Fees & Permits	0
Site Improvements(not inc. in Base Const.)	0
Pre-Development Costs	
Site/Building Amenities	
Construction Review&Inspections	0
Contingency	53,538
Kitchen Equipment Allowance	100,000

Soft Costs

Predvelopment Expenses	
Marketing Materials	0
Construction Period Interest	0
Construction Management Fee	0
Architecture & Engineer	59,786
Phase I & Phase 2 Environmental	4,840
Termite Treatment	7,500

Tax Credit Entitlements Consultant:

Part 1 and Part A Certification	
Part 2 Certification	
Part 3 and Part B Certification	

National Park Service Fees by Owner

Legal

Legal-Closing	
Legal-Local Partnership Expenses	

Syndication

Tax Credit Due Diligence and Closing Expenses:	
After Rehab CPA Cost Certification	
Investor Closing Expenses (Miscellaneous)	
Historic Tax Credit Syndication Consultant Fee (Deducted from credits)	
Tax Credit 2011 Pref Payment* (N/A)	
Tax Credit Exit Payment (N/A)	
Underwriting Fees*** (N/A)	

General and Administration

Miscellaneous Fees	3,000
Appraisal	8,000
Loan Origination Fee	15,000
Title Insurance	
Lender Attorney Fees	7,500
Lease Up Carrying Costs @ 6 mos.	
Grant Administration Fee	
Grant Application Fee	
Market Study	
Building Insurance	
Property Tax	
Survey	
Development Fee	119,732

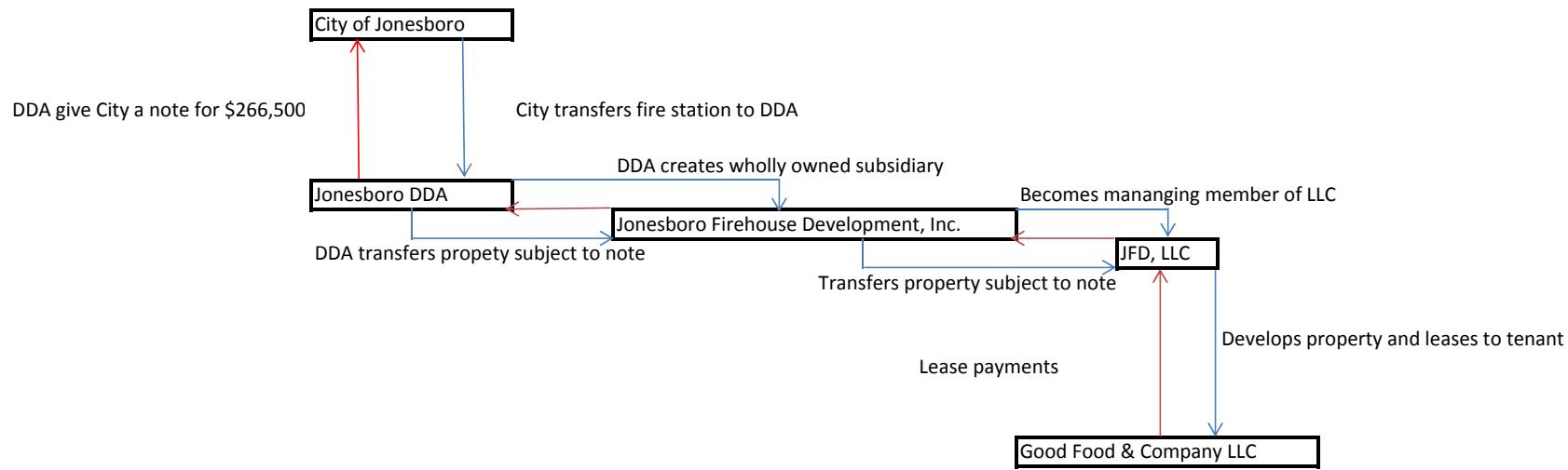
Total Development Costs

1,716,162

Total Uses

1,716,162

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H
I
B
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T
C





CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

- 2

COUNCIL MEETING DATE

June 11, 2018

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date June, 11, 2018	
Signature	City Clerk's Office	

- RES 2018-13 - Position Schedule Amendment -City Historian
- FY' 18 Pay Scale 032518 (amended)
- City Historian Job Description - 061118

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

Approval

RESOLUTION #2018-13**A RESOLUTION OF THE CITY OF JONESBORO MAYOR & COUNCIL CREATING THE POSITION OF CITY HISTORIAN AND DELETING THE POSITION OF FIREHOUSE MUSEUM CLERK**

WHEREAS, pursuant to the City of Jonesboro Pay Classification & Pay Plan (Resolution #2015-18pc), the City Council approves the schedule of authorized positions for all permanent positions in every City department; and

WHEREAS, the City of Jonesboro Mayor & Council, seek to conserve, promote, document and share Jonesboro's diverse cultural heritage within historical and contemporary contexts; and

WHEREAS, the City of Jonesboro Mayor & Council, in an effort to revitalize the downtown core, have transferred operations/personnel at the Jonesboro Firehouse Museum; and

WHEREAS, duties and responsibilities for positions within the Departments throughout the City change and evolve over time and to ensure that necessary services can be provided effectively and efficiently within the City of Jonesboro, respective City leaders request that the new positions be established and added to the exiting Pay Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR & CITY COUNCIL OF THE CITY OF JONESBORO, GEORIGA, AS FOLLOWS:

SECTION 1: The position listed below is hereby created, and

SECTION 2: The compensation plan is hereby revised as follows:

Job Title	Grade	Salary (Min/Max)
<i>Delete-</i> Firehouse Museum Clerk	2	\$22,506 - \$28,543
<i>Add-</i> City Historian	2	\$22,506 - \$28,543

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 11th day of June, 2018.

CITY OF JONESBORO, GEORGIA

Joy Day, MAYOR

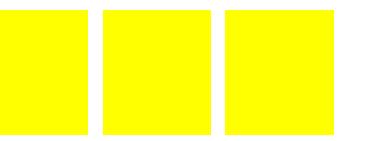
ATTEST:

(THE SEAL OF THE CITY OF
JONESBORO, GEORGIA)

Ricky L. Clark, Jr., CITY MANAGER/CLERK

GRADE	POSITION	HOURLY/ANNUAL MIN / MAX	HIRING RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	GRADE
1	Records Clerk General Laborer I Seasonal Worker	\$10.50 - \$12.32 \$21,840 - \$27,698	25,085 12.06	25,584 12.30	26,104 12.55	26,624 12.80	27,144 13.05	27,706 13.32	28,246 13.58	28,808 13.85	29,390 14.13	29,973 14.41	30,576 14.70	31,200 15.00	31,803 15.29	32,448 15.60	33,092 15.91	33,758 16.23	1
2	Records Clerk II Firehouse Museum Clerk (PT)	\$10.82 - \$13.72 \$22,506 - \$28,543	25,355 12.19	25,854 12.43	26,374 12.68	26,915 12.94	27,435 13.19	27,435 13.46	28,558 13.73	29,120 14.00	29,702 14.28	30,306 14.57	30,909 14.86	31,533 15.16	32,157 15.46	32,802 15.77	33,446 16.08	34,133 16.41	2
3	Administrative Clerk (City Hall) PART TIME POSITION (1560 hrs per year)	\$14.00 - \$17.76 \$29,120 - \$36,931	19,578 12.55	19,970 12.80	21,972 13.06	22,409 13.32	22,846 13.58	23,314 13.86	23,781 14.13	24,249 14.42	24,731 14.70	25,229 15.00	25,742 15.30	26,254 15.60	26,782 15.92	33,758 16.23	34,445 16.56	35,131 16.89	3
4	Assistant Court Clerk 29 hrs per week PART TIME POSITION (1508 hrs per year)	\$14.00 - \$17.76 \$29,120 - \$36,931	21,112 14.00	21,534 14.28	21,972 14.57	22,409 14.86	22,846 15.15	23,314 15.46	23,781 15.77	24,249 16.08	24,731 16.40	25,229 16.73	25,742 17.07	26,254 17.41	26,782 17.76	25,229 18.11	25,742 18.47	26,254 18.84	4
5	Administrative Assistant I	\$14.34 - \$18.18 \$29,820 - \$37,819	29,827 14.34	30,430 14.63	31,034 14.92	31,658 15.22	32,282 15.52	32,926 15.83	33,592 16.15	34,258 16.47	34,944 16.80	35,651 17.14	36,358 17.48	37,086 17.83	37,835 18.19	38,584 18.55	39,354 18.92	40,144 19.30	5
6	Park Ranger	\$14.50 - \$18.39 \$30,160 - \$38,584	30,160 14.50	30,763 14.79	31,387 15.09	32,011 15.39	32,656 15.70	33,301 16.01	33,966 16.33	34,653 16.66	35,339 16.99	36,046 17.33	36,774 17.68	37,835 18.03	38,584 18.39	36,046 18.76	36,774 19.13	37,835 19.52	6
7	General Laborer II	\$14.63 - \$18.55 \$30,422 - \$38,582	30,430 14.63	31,034 14.92	31,658 15.22	32,302 15.53	32,947 15.84	33,592 16.15	34,278 16.48	34,965 16.81	35,651 17.14	36,358 17.48	37,086 17.83	37,835 18.19	38,584 18.55	39,374 18.93	40,144 19.30	40,955 19.69	7
8	Executive Assistant Intake Officer	\$15.10 - \$19.15 \$31,408 - \$39,833	31,408 15.10	32,032 15.40	32,677 15.71	33,322 16.02	33,987 16.34	34,674 16.67	35,381 17.01	36,088 17.35	36,795 17.69	37,544 18.05	38,293 18.41	39,042 18.77	39,832 19.15	406,224 19.53	41,434 19.92	42,266 20.32	8
9	Probation Officer	\$15.45 - \$20.06 \$32,900 - \$41,725	32,136 15.45	32,781 15.76	33,426 16.07	34,112 16.40	34,778 16.72	35,485 17.06	36,192 17.40	36,920 17.75	37,648 18.10	38,397 18.46	39,166 18.83	39,957 19.21	40,747 19.59	41,579 19.99	42,411 20.39	43,243 20.79	9
10	Assistant City Clerk	\$16.00 - \$20.29 \$33,280 - \$42,207	33,280 16.00	33,946 16.32	34,632 16.65	35,318 16.98	36,026 17.32	36,754 17.67	37,482 18.02	38,230 18.38	39,000 18.75	39,770 19.12	40,560 19.50	41,371 19.89	42,203 20.29	43,056 20.70	43,909 21.11	44,782 21.53	10
11	Code Enforcement Officer	\$16.50 - \$20.93 \$34,320 - \$43,526	33,696 16.20	34,362 16.52	35,048 16.85	35,755 17.19	36,483 17.54	37,211 17.89	37,939 18.24	38,709 18.61	39,478 18.98	40,269 19.36	41,080 19.75	41,891 20.14	42,744 20.55	43,597 20.96	44,470 21.38	45,344 21.80	11
12	Police Officer (starting salary increased Feb 2018)	\$16.90 - \$21.43 \$36,910 - \$46,810	36,910 18.66	41,562 19.03	42,391 19.41	43,243 19.80	44,117 20.20	44,990 20.60	45,886 21.01	46,803 21.43	47,742 21.86	48,703 22.30	49,686 22.75	50,669 23.20	51,694 23.67	52,722 24.14	53,770 24.62	54,840 25.11	12
13	Training Officer	\$17.40 - \$22.07 \$36,920 - \$45,906	36,192 17.40	36,920 17.75	37,648 18.10	38,418 18.47	39,166 18.83	39,957 19.21	40,768 19.60	41,579 20.39	42,411 20.79	43,243 21.21	44,117 21.63	44,990 22.07	45,906 22.51	46,821 22.51	47,757 22.96	48,714 23.42	13
14	Warrant Investigator Criminal Investigator DEA Officer	\$17.90 - \$22.70 \$37,232 - \$47,219	37,232 17.90	37,981 18.26	38,730 18.62	39,520 19.00	40,310 19.38	41,101 19.76	41,933 20.16	42,765 20.56	43,618 20.97	44,491 21.39	45,386 21.82	46,301 22.26	47,216 22.70	48,173 23.16	49,130 23.62	50,107 24.09	14
15	City Mechanic	\$18.50 - \$23.46 \$38,480 - \$48,802	38,480 18.50	39,250 18.87	40,040 19.25	40,830 19.63	41,642 20.02	42,494 20.43	43,326 20.83	44,200 21.25	45,094 21.68	45,989 22.11	46,904 22.55	47,840 23.00	48,797 23.46	49,774 23.93	50,773 24.41	51,792 24.90	15

16	Clerk of Court	\$18.77 - \$23.81 \$39,042 - \$49,515	39,042 18.77	39,832 19.15	40,622 19.53	41,434 19.92	42,266 20.32	43,098 20.72	43,971 21.14	44,845 21.56	45,739 21.99	46,654 22.43	47,590 22.88	48,547 23.34	49,504 23.80	50,502 24.28	51,522 24.77	52,541 25.26	16
17	Sergeant	\$19.58 - \$24.83 \$42,763 - \$54,233	42,763 19.58	43,614 19.97	44,488 20.37	45,384 20.78	46,279 21.19	47,218 21.62	48,157 22.05	49,118 22.49	50,101 22.94	51,106 23.40	52,132 23.87	53,180 24.35	54,229 24.83	55,321 25.33	56,435 25.84	57,548 26.35	17
18	Probation Supervisor	\$19.98 - \$26.74 \$41,558 - \$55,619	41,558 19.98	42,390 20.38	43,243 20.79	44,096 21.20	44,990 21.63	45,885 22.06	46,800 22.50	47,736 22.95	48,693 23.41	49,670 23.88	50,669 24.36	51,667 24.84	52,707 25.34	53,768 25.85	54,829 26.36	55,931 26.89	18
19	Lieutenant	\$21.82 - \$30.66 \$47,655 - \$63,778	45,386 21.82	46,301 22.26	47,219 22.70	48,173 23.16	49,130 23.62	50,107 24.09	51,106 24.57	52,125 25.06	53,186 25.57	54,246 26.08	55,328 26.60	56,430 27.13	57,554 27.67	58,718 28.23	59,883 28.79	61,090 29.37	19
20	Community Development Director	\$24.10 - \$30.57 \$50,130 - \$63,577	65,000 31.25	66,310 31.88	67,621 32.51	68,973 33.16	70,366 33.83	71,760 34.50	73,195 35.19	74,672 35.90	76,149 36.61	77,688 37.35	79,227 38.09	80,829 38.86	82,430 39.63	84,094 40.43	85,758 41.23	87,485 42.06	20
21	Finance Officer	\$25.11 - \$31.85 \$52,228 - \$66,238	52,228 25.11	53,273 25.61	54,338 26.12	55,425 26.62	56,284 27.06	57,410 27.60	58,558 28.15	59,729 28.72	60,924 29.29	62,142 29.88	63,385 30.47	64,653 31.08	65,946 31.70	67,267 32.34	68,619 32.99	69,992 33.65	21
22	Public Works Director	\$25.55 - \$32.41 \$54,200 - \$68,739	54,200 26.06	55,284 26.58	56,390 27.11	57,517 27.65	58,668 28.21	59,841 28.77	61,038 29.35	62,259 29.93	63,504 30.53	64,774 31.14	66,069 31.76	67,391 32.40	68,739 33.05	70,117 33.71	71,510 34.38	72,946 35.07	22
23	City Clerk	\$26.73 - \$33.90 \$55,307 - \$70,143	55,307 26.59	56,410 27.12	57,533 27.66	58,698 28.22	59,862 28.78	61,068 29.36	62,275 29.94	63,523 30.54	64,792 31.15	66,102 31.78	64,713 32.41	68,765 33.06	70,138 33.72	71,552 34.40	72,966 35.08	74,443 35.79	23
24	Police Chief	\$27.97 - \$37.43 \$60,125 - \$82,816	60,125 28.90	61,318 29.48	62,546 30.07	63,794 30.67	65,062 31.28	66,373 31.91	67,704 32.55	69,056 33.20	70,429 33.86	71,843 34.54	73,278 35.23	74,755 35.93	76,232 36.65	77,771 37.39	79,310 38.13	80,912 38.90	24
25	City Manager	\$34.54 - \$43.81 \$71,843 - \$90,043	87,984 42.30	89,752 43.15	91,541 44.01	93,371 44.89	95,243 45.79	97,136 46.70	99,091 47.64	101,067 48.59	103,085 49.56	105,144 50.55	107,245 51.56	109,387 52.59	111,592 53.65	113,818 54.72	116,085 55.81	118,414 56.93	25



City of Jonesboro

POSITION DESCRIPTION

POSITION TITLE:	City Historian	EXEMPTION STATUS:	Part Time
JOB FAMILY:	Administrative	JOB LEVEL:	Grade 2 Range – Min- \$22,506 Max- \$28,543
GENERAL POSITION SUMMARY:	Assists with preservation of the City's historical documents, files, etc.	<u>POSITION RELATIONSHIPS</u> <u>SUPERVISES: (TITLES)</u>	N/A
		<u>SUPERVISED BY: (TITLE)</u>	City Manager

GENERAL DUTIES AND RESPONSIBILITIES:

- To support the vision, mission and guiding principles of the City.
- Preserving and interpreting the City's past.
- While performing any procedure, all associates must observe applicable Safety, Health, and Environmental rules and guidelines.
- Spearheads community events previously held at Fire Station
- Adhere to appropriate City operating procedures, benefit rules, employment, and safety policies/practices.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Maintain, organize, and preserve historical files and repositories for the City of Jonesboro.
- Answer inquiries about the city's past.
- Maintain, add to and facilitate access to historical records.
- Promote the City's history.
- Participate in discussions about city planning or activities that can benefit by information from the past.
- Prioritizes task effectively in order to maximize task completion. Reports to Mayor and/or Mayor if task are incomplete/insurmountable.
- Provide information for review of historical content for official City documents.
- Prepare facilities for Community Events previously held at the Jonesboro Firehouse Museum (Bingo, Hill Family Band, Covered Dish Supper, Movie Night, etc.)
- Fill in with reception duties at City Hall upon request.

ADDITIONAL DUTIES AND RESPONSIBILITIES

- Any other duties as assigned.

JOB SCOPE

Job has recurring work situations involving high degrees of discretion. The need for accuracy and effective utilization of available resources is high. Errors in judgment could cause disruptions to the City's mission and adversely impact attainment of the City's goals. Incumbent operates fairly independently but results are monitored by the Mayor and City Administrator. Content of work priorities are largely self determined.

COMMUNICATIONS/CUSTOMER CONTACT

Contacts are across the entire City community and in a leadership capacity. Community contact is a critical component of success in developing good will and support of City programs and initiatives.

COMPETENCIES/SPECIFIC EXPERIENCE OR TRAINING PREFERRED:

City of Jonesboro

POSITION DESCRIPTION

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Experience

- 18 years of age or older
- Five years of increasingly responsible secretarial and administrative support work for management personnel.

Knowledge, Skills and Abilities

- Knowledge of municipal departments, their functions, and contact information; ability to learn policies, codes, regulations, and procedures.
- Exemplary customer satisfaction skills, including dealing effectively with the public, elected officials and City staff, both in person and over the telephone.
- Skill in operating modern office equipment; Microsoft Office to include Excel.
- Ability to perform accurate typing (60wpm) and/or data-entry work.
- Proper spelling, grammar, and punctuation usage. Basic mathematical computations, accounting and record keeping.
- Ability to handle multiple interruptions and adjustments to priorities throughout the day.
- Ability to write reports and business correspondence.
- Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- Ability to read and interpret a variety of documents. Ability to write short correspondence.
- Ability to maintain confidentiality.

Equipment and Applications

- Computers and peripheral equipment
- Designated software applications
- Telephones, copiers and other office equipment

JOB CONDITIONS:

The physical demands described here are representative of those that must be met by an associate to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job the associate is:

- Frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk and hear
- Occasionally required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl
- Occasionally lift and/or move up to 30 pounds
- While performing the duties of this job, the associate may be occasionally exposed to fumes or airborne particles and toxic or caustic chemicals
- Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and ability to adjust focus
- The noise level in the work environment is usually low

The City of Jonesboro is an equal opportunity, drug-free employer committed to diversity in the workplace.

To request an application email rclark@jonesboroga.com or visit City Hall @ 124 North Avenue

ASSOCIATE SIGNATURE CONFIRMS RECEIPT OF DESCRIPTION

/ ____ / ____

DATE

APPROVED BY MAYOR
DATE CREATED/UPDATED: (06/11/18)

APPROVED CITY MANAGER



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

- 3

COUNCIL MEETING DATE

June 11, 2018

Requesting Agency (Initiator) Public Works	Sponsor(s)
--	-------------------

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

Council to consider purchase of two (2) 42" by 42" round city limit signs mounted on 6x6 post in the amount of \$1,950 each.

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 Beautification

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.)

Pursuant to HB 864 and the annexation of numerous parcels along Tara Boulevard, we are in need of additional City Limit signs to properly advertise our boundaries. Our Public Works Department is seeking to order the rounded sandblasted sign that features the City logo in bold red white and blue lettering.



The sign is 42" by 42" and mounted on a 6x6 post and is designed by Dreamland Signs. At this time, we are seeking to purchase two additional signs priced at \$1,950 each. The turnaround time for the signage is usually between 4-6 weeks.

An example of the new signage, can be found next to the QuikTrip near the intersection of North Avenue & Tara Boulevard.

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 June, 11, 2018	
Signature	City Clerk's Office	

Costs - \$1,950 each

12.3

Total - \$3,900

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

- City Limit Sandblasted Sign - Estimate

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

Approval



246 North Main Street. Jonesboro, Georgia. 30236
678-665-4617
770-471-1500
 DLSW@BELLSOUTH.NET

P.O. Box 152, Jonesboro Ga. 30237

Estimate

Date	Estimate #
6/6/2018	493

Name / Address

JONESBORO CITY HALL
 124 N. AVENUE
 JONESBORO, GA. 30236

P.O. No.	JOB

Item	Description	Qty	Cost	Total
Sandblast	42" x 42" round city limit sign mounted on 6x6 post, installed	2	1,350.00	2,700.00
This order will require a deposit upon customer's approval		Total \$2,700.00		

Application Fee DOES NOT INCLUDE additional permit fees or taxes, this varies by city and county. This additional charge will be documented and added to the final invoice. Dreamland Signworks shall not be responsible for any delays in the permitting process or other fines or fees assessed by applicable authorities. You are responsible to Dreamland Signworks for the cost of fees associated with modification to signage or installation as may be required to ensure compliance with laws or covenants.

If you elect to obtain the permits yourself, we can provide the necessary documentation and the fee will be waived.



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

- 4

12.4

COUNCIL MEETING DATE

June 11, 2018

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Council to consider approval of Intergovernmental Agreement between the County Board of Elections & Registration and the City of Jonesboro to allow usage of election equipment to conduct the 2018 Municipal Election.

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

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

Summary & Background

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

The purpose of this agreement is for the County Elections Department to provide the City of Jonesboro with equipment to conduct its Special Election on November 6, 2018 Municipal Election with the State owned equipment, on loan from the Clayton County Board of Elections. In order to facilitate the City of Jonesboro's election process, the parties must agree as follows:

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

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

- (6) Direct Record Electronic Units
- (6) Memory Cards
- (4) Encoders
- (30) Voter Access Cards
- (2) Supervisor Cards
- (1) VWD Kit

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

This agreement is in advance of our 2018 Special Election.

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

June, 11, 2018

Signature

City Clerk's Office

- 06.11.18 IGA - Jonesboro - BER - Election Equipment 2018

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

Approval

**STATE OF GEORGIA
COUNTY OF CLAYTON**

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2018 between the Clayton County Board of Elections and Registration (“Board”), the Clayton County Board of Commissioners (“County”), a political subdivision of the State of Georgia, and the City of Jonesboro (“Jonesboro”), a municipal corporation lying wholly or partially within the County and a political subdivision of the State of Georgia.

WHEREAS, Jonesboro is permitted to conduct municipal elections; and

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

WHEREAS, Jonesboro does not own any election equipment; and

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

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

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

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

Article 1 – Board and County Responsibilities

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

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

Article 2 – Jonesboro Responsibilities

The City of Jonesboro shall be responsible for the following:

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

Article 3 – No Assignment

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

Article 4 – Notice

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

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

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

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

Article 4 – Captions

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

Article 5 – Waiver

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

Article 6 – Applicable Law

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

Article 7 – Severability

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

Article 8 – Costs

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

Article 9 – Term of Agreement

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

Article 10 – Entire Agreement

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

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

[signatures on the following page]

CLAYTON COUNTY, GEORGIA

Attest:

Sandra T. Davis, Clerk
Board of Commissioners

(SEAL)

Jeffrey E. Turner, Chairman
Board of Commissioners

**CLAYTON COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

Attest:

Brieanna Garrett, Clerk

(SEAL)

Carol Wesley, Chair

CITY OF JONESBORO, GEORGIA

Attest:

Ricky L. Clark, Jr., City Manager/Clerk

(SEAL)

Joy Brantley Day, Mayor



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

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COUNCIL MEETING DATE

June 11, 2018

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date June, 11, 2018	
Signature	City Clerk's Office	

- 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
- 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).

Fiscal Impact

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

Exhibits Attached

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

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Staff Recommendation

(Type Name, Title, Agency and Phone)

Approval