



CITY OF JONESBORO
Work Session
170 SOUTH MAIN STREET
April 1, 2019 – 6:00 PM

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

Agenda

- I. CALL TO ORDER - MAYOR JOY B. DAY**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. INVOCATION**
- IV. ADOPTION OF AGENDA**
- V. WORK SESSION**
 1. Council to consider a Petition for Street Lighting District for the Grove subdivision off of North McDonough Street.
 2. Council to discuss proposed changes to the City of Jonesboro Schedule of Fees.
 3. Discussion regarding application #19-TA-005, a proposed text amendment to the City of Jonesboro Code of Ordinances, regarding proposed revisions to the Civic-Institutional District, Chapter 86 – Zoning, Section 86-113, of the City of Jonesboro Code of Ordinances.
 4. Discussion regarding hiring Non-P.O.S.T. Certified Recruits.
 5. Discussion regarding an agreement by and between the City of Jonesboro and Peachtree Recovery Services for property damage claim recovery.
 6. Discussion regarding fee waiver as requested by Chairman Turner for the annual Sip & Sounds event to be held at Lee Street Park on June 13th, June 27th, July 11th and August 8th.
 7. Discussion regarding the following appointment to the Jonesboro Beautification Commission:
Cindy Haire – (151 Dixon Street) – to fill the unexpired term of Precious Douse. Term to expire, October 10, 2020.
 8. Discussion regarding the City of Jonesboro Rules of Procedure for Elected Officials.

9. Council to consider approval of Budget Amendment #19-03.

VI. OTHER BUSINESS

A. Executive Session for the purpose of discussing pending/potential litigation.

VII. ADJOURNMENT



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.1

- 1

COUNCIL MEETING DATE

April 1, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Council to consider a Petition for Street Lighting District for the Grove subdivision off of North McDonough Street.

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

Consideration of Petition for Street Lighting

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

Yes Economic Development

Summary & Background

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

Per the recently adopted Street Light District Ordinance, The Grove subdivision has petitioned for the establishment of a street light district for its upcoming subdivision development off of North McDonough Street.

Sec. 66-201. Petition.

(a) Residents of a neighborhood or development, or if a new development, the developer, may request installation of street lights on public streets adjacent to individual properties owned by the residents and/or developer. If the approved development is required by the City Code and approved site plan to construct street lights, the developer, after completion of same, shall petition the City to create a Street Light District for said development for purposes of providing power and maintenance to the constructed lights. The Petition shall be filed with the City Manager of the City.

(b) The Petition submitted by the residents or developer shall include the following:

(1) Name of the resident/developer and property address and/or tax parcel of ownership. For purposes of submitting a completed application, the Petition must be signed and certified by owners of at least 51% of the properties/tax parcels to be included in the Street Light District.

(2) The tax parcels of all the properties sought to be located in the Street Light District. If a new development, the developer shall submit the site plan showing all tax parcels within the requested Street Light District and, if applicable, the location of all the currently-existing street lights installed by the developer.

(3) If not already installed, the type of street lights requested.

Sec. 66-202. Administrative Review and Council Approval.

(a) Upon receipt of a completed Petition, the City Manager or designee will review same which may include, but not be limited to, review of final plats and street maps, communication with Georgia Power for street light design and layout (if applicable) and annual cost of same, a field survey with Georgia Power to determine proper street illumination and, if applicable, placement of the lights.

(b) Based on the Petition review and Georgia Power assessment, the Public Works Director will determine the street light assessment rate (cost per frontage foot) and prepare final Petitions for Mayor and City Council.

(c) A public hearing shall be held in front of Mayor and City Council and all affected property owners in the proposed Street Light District shall be given notification of same. The Petition is presented by the Public Works Director to the Mayor and City Council with a recommendation on creation of the Street Light District and assessment rate of same.

(d) If approved by Resolution of the City Council, the City Manager shall notify Georgia Power to install the light poles (if applicable) and install the lights.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 1, 2019

Signature

City Clerk's Office

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

TBD.

Sec. 66-203. *Assessment.*

The cost of installation of the street lights (if applicable), as well as the cost of maintenance and power for said street lights in the Street Light District shall be assessed each year on the annual tax notice on a per-linear foot cost based on the amount of street frontage for each tax parcel in the Street Light District. Said assessment shall be paid by each property owner as part of the annual assessed property tax.

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

- Petition for Street Lighting
- Ord 2019-007 - Street Light District ordinance (002)

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



Petition for Street Lighting

OBJECTIVE:

The objective of the City of Jonesboro Street Lighting Program is to illuminate the streets of participating subdivisions in accordance with the standards of the American National Standard Practice for Roadway Lighting (1963). It is not the objective of this program to illuminate private property.

This program applies only to areas where the utility poles are already in place. If any additional poles are required, where utilities are underground, or the existing pole spacing is inadequate, **the County will not participate in the cost of installation.** The cost of installation must be paid to the utility company by the property owners or developer before this program is applicable.

PROCESS:

To have streetlights installed in City of Jonesboro, a petition must be submitted to the Department of Planning and Zoning. All property owners in a streetlight district must be contacted by petition, indicating **Yes or No** concerning the installation of a street light district. A signature of the property owner and the signature of the witness must be present for each name. Each petitioner should also put the address of each parcel they own. If all the lots are owned by one person, only that owner's signature is needed.

If all the property owners cannot be notified personally and given a chance to vote, certified letters must be sent and the receipt of the certified letter shall be present in the petition. No signature will be withdrawn once it is submitted to this office. There shall be at least fifty-one percent (51%) affirmative votes represented in the streetlight district. The percentages will be calculated, based on individual lots whose owners signed affirmatively divided by the total number of platted lots in the district.

The completed petition is then returned to this office, where it is reviewed to ensure it meets all requirements. Petitions that are completed and correct will then be presented at the next available Board of Commissioners meeting to be heard and decided upon. Upon approval of a petition, a letter, along with the petition, will be sent to the respective utility company. The respective utility company will then install the lights once payment for the lights has occurred. The cost to each property owner will be calculated using the following formula and added to their annual property taxes:

(Yearly Costs for Streetlight) / (Number of Lots in Streetlight District)

Developers are encouraged to begin the process for streetlight installation in conjunction with the submittal of their site development plans. All lighting shall be installed as planned, and approved as part of the final plat review process.



CITY OF JONESBORO
Office of the City Manager 124 North Avenue
Jonesboro, Georgia 30236

5.1.a

Petition for Street Lighting

Petition for Street Lighting

We, the undersigned, all being property owners of the City of Jonesboro Street Lighting District THE GROVE (Subdivision) in Land Lot(s) 17 and District(s) 12TH at GROVE PARKWAY (road), do hereby petition City of Jonesboro Mayor and Council for the placement of streetlights through our subdivision or street(s).

Each of us does hereby pledge and consent to levying of a lien by City of Jonesboro against property we own for the purpose of payment for the cost of maintenance and operation of the streetlights. There are 49 (number) lots currently existing in Street Light District THE GROVE (Subdivision), and each owner as shown on the tax records has affirmatively signed this petition or their indication for disapproval is noted herein.

The petition represents 49 (number) affirmative votes, representing 100 % of this district to be affected in this request. Your signature on this petition indicates that you have read and fully understand all information as described on page 1 of this petition.

Personally appeared before me, a Notary Public, the undersigned affiance, who says on oath that ANDREW C. SHIPP (name) is one of the subscribing witnesses to the within instrument: that each said witnesses saw the execution and delivery of the same by each grantor therein for the purpose set forth: and that each of said witnesses signed the same as supported. Sworn to and subscribed to me, this 29TH day of MARCH, 2019.


Pat Daniel

SUBSCRIBING WITNESS

NOTARY PUBLIC

(SEAL)



PLEASE INDICATE WHICH UTILITY COMPANY SERVICES YOUR PROPOSED STREET LIGHT DISTRICT:

GEORGIA POWER

Attachment: Petition for Street Lighting (1382 : The Grove Street Lights)



CITY OF JONESBORO
Office of the City Manager 124 North Avenue
Jonesboro, Georgia 30236

5.1.a

Petition for Street Lighting

Petition for Street Lighting

PROPERTY OWNERS ☒ YES ☐ NO

49 LOTS THE GROVE S/O Address

GROVE PARKWAY ANDREW SHIPP Printed Name

[Signature] Signature

____ Address

____ Printed Name

____ Signature

____ Address

____ Printed Name

____ Signature

____ Address

____ Printed Name

____ Signature

Please copy this page if additional forms are necessary

Attachment: Petition for Street Lighting (1382 : The Grove Street Lights)

**STATE OF GEORGIA
CITY OF JONESBORO**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 66, TAXATION, BY ADDING NEW ARTICLE VIII (STREET LIGHT DISTRICTS), OF THE CITY CODE OF ORDINANCES, TO PROVIDE FOR CREATION OF STREET LIGHTS DISTRICTS FOR MAINTENANCE AND ASSESSMENT OF STREET LIGHTS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Jonesboro, Georgia (the “City”) is a municipal corporation created under the laws of the State of Georgia; and

WHEREAS, the duly elected legislative authority of the City is the Mayor and Council thereof (“City Council”); and

WHEREAS, the City Council is authorized by the City Charter, and other applicable laws, to regulate the use of streets and rights of way of the City and to provide for public safety thereon; and

WHEREAS, the City Council desires to create a process for the creation of street light districts on public streets in the City, including those public streets created by subdivision development.

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

Section 1. The Code of Ordinances, City of Jonesboro, Georgia is hereby amended by revising Chapter 66 (Taxation), adding new Article VIII (Street Light Districts) to be read and codified as follows:

ARTICLE VIII. STREET LIGHT DISTRICTS

Sec. 66-200. Program Established.

There is established a streetlight district program whereby residential areas may petition the city to authorize installation of streetlights and/or provide power to same, within their neighborhood or development. The Public Works Department shall administer the Street Light District program pursuant to this Article.

Sec. 66-201. Petition.

- (a) Residents of a neighborhood or development, or if a new development, the developer, may request installation of street lights on public streets adjacent to individual properties owned by the residents and/or developer. If the approved development is required by the City Code and approved site plan to construct street lights, the developer, after completion of same, shall petition the City to create a Street Light District for said development for purposes of providing power and maintenance to the constructed lights. The Petition shall be filed with the City Manager of the City.
- (b) The Petition submitted by the residents or developer shall include the following:
 - (1) Name of the resident/developer and property address and/or tax parcel of ownership. For purposes of submitting a completed application, the Petition must be signed and certified by owners of at least 51% of the properties/tax parcels to be included in the Street Light District.
 - (2) The tax parcels of all the properties sought to be located in the Street Light District. If a new development, the developer shall submit the site plan showing all tax parcels within the requested Street Light District and, if applicable, the location of all the currently-existing street lights installed by the developer.
 - (3) If not already installed, the type of street lights requested.

Sec. 66-202. Administrative Review and Council Approval.

- (a) Upon receipt of a completed Petition, the City Manager or designee will review same which may include, but not be limited to, review of final plats and street maps, communication with Georgia Power for street light design and layout (if applicable) and annual cost of same, a field survey with Georgia Power to determine proper street illumination and, if applicable, placement of the lights.
- (b) Based on the Petition review and Georgia Power assessment, the Public Works Director will determine the street light assessment rate (cost per frontage foot) and prepare final Petitions for Mayor and City Council.
- (c) A public hearing shall be held in front of Mayor and City Council and all affected property owners in the proposed Street Light District shall be given notification of same. The Petition is presented by the Public Works Director to the Mayor and City Council with a recommendation on creation of the Street Light District and assessment rate of same.
- (d) If approved by Resolution of the City Council, the City Manager shall notify Georgia Power to install the light poles (if applicable) and install the lights.

Sec. 66-203. Assessment.

The cost of installation of the street lights (if applicable), as well as the cost of maintenance and power for said street lights in the Street Light District shall be assessed each year on the annual tax notice on a per-linear foot cost based on the amount of street frontage for each tax parcel in the Street Light District. Said assessment shall be paid by each property owner as part of the annual assessed property tax.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

- (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. The effective date of this Ordinance shall be the date of its adoption by the Mayor and Council unless otherwise stated herein.

Section 6. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Jonesboro.

123 **Section 7.** It is the intention of the governing body, and it is hereby ordained that the
 124 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
 125 Jonesboro, Georgia and the sections of this Ordinance may be renumbered to accomplish such
 126 intention.

SO ORDAINED this ____ day of _____, 2019.

CITY OF JONESBORO, GEORGIA

JOY DAY, Mayor

ATTEST:

RICKY L. CLARK, JR., City Manager/Clerk

APPROVED AS TO FORM:

127 _____
STEVE M. FINCHER, City Attorney

Attachment: Ord 2019-007 - Street Light District ordinance (002) (1382 : The Grove Street Lights)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.2

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COUNCIL MEETING DATE
April 1, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Council to discuss proposed changes to the City of Jonesboro Schedule of Fees.

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

Discussion of Fee Schedule Changes

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

Yes Economic Development

Summary & Background

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

Agency recommendation – Approval of changes to specified fees;

The latest revisions to the City Fee Schedule include the following:

1. Incorporating the Art Gallery Alcohol Licenses from that recently approved Ordinance in March.
2. Incorporating the golf cart registration fees from the revised Ordinance approved last October.
3. Attempting to reduce the plan review fees associated with the third-party reviewing agency, Safebuilt, especially the resubmittal fees, which staff feels are too high.
4. Purging antiquated fees that are not used.
5. Adding a fee for "Zoning Appeal."
6. Revising the Vacant Property Registry fees, per the recently revised Ordinance.
7. Attempting to simplify electrical, plumbing, HVAC, and low-voltage fees by offering flat fees for those trades, instead of charging per outlet, per sink, per fan, per alarm, etc.

Comparison of electrical, plumbing, and HVAC fees - 2015-2018 (not currently flat fees)

2015 electrical

Average – \$50.19 (Residential); \$76.24 (Non-residential)

Low – \$50.00 (R); \$50.00 (NR)

High – \$50.00 (R); \$441.53 (NR)

2016 electrical

Average – \$55.58 (Residential); \$77.37 (Non-residential)

Low – \$50.00 (R); \$50.00 (NR)

High – \$134.62 (R); \$445.00 (NR)

2017 electrical

Average – \$71.44 (Residential); \$50.00 (Multi-Family); \$68.22 (Non-residential)

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 1, 2019

Signature

City Clerk's Office

Low – \$50.00 (R); \$50.00 (MF); \$50.00 (NR)

High – \$157.12 (R); \$50.00 (MF); \$181.95 (NR)

2018 electrical

Average – \$58.78 (Residential); \$150.48 (Non-residential)

Low – \$50.00 (R); \$50.00 (NR)

High – \$143.64 (R); \$1727.31 (NR)

4-year electrical average

\$59.00 (Residential)

\$50.00 (Multi-Family)

\$93.08 (Non-residential)

Proposed electrical (flat fees) - \$50.00 (Single-Family Residential); \$75.00 (Multi-Family); \$100.00 (Non-residential)

2015 plumbing

Average – \$50.14 (Residential); \$70.10 (Non-residential)

Low – \$50.00 (R); \$50.00 (NR)

High – \$52.50 (R); \$176.80 (NR)

2016 plumbing

Average – \$50.00 (Residential); \$79.26 (Non-residential)

Low – \$50.00 (R); \$50.00 (NR)

High – \$50.00 (R); \$170.00 (NR)

2017 plumbing

Average – \$59.83 (Residential); \$63.00 (Multi-Family); \$156.81 (Non-residential)

Low – \$50.00 (R); \$63.00 (MF); \$50.00 (NR)

High – \$111.67 (R); \$63.00 (MF); \$430.50 (NR)

2018 plumbing

Average – \$53.36 (Residential); \$104.90 (Non-residential)

Low – \$50.00 (R); \$50.00 (NR)

High – \$63.00 (R); \$97.50 (NR)

4-year plumbing average

\$53.33 (Residential)

\$63.00 (Multi-Family)

\$102.77 (Non-residential)

Proposed plumbing (flat fees) - \$50.00 (Single-Family Residential); \$75.00 (Multi-Family); \$100.00 (Non-residential)

2015 HVAC

Average – \$50.00 (Residential); \$86.46 (Non-residential)

Low – \$50.00 (R); \$50.00 (NR)

High – \$50.00 (R); \$250.25 (NR)

2016 HVAC

Average – \$60.97 (Residential); \$51.55 (Non-residential)

Low – \$50.00 (R); \$50.00 (NR)

High – \$140.00 (R); \$57.75 (NR)

2017 HVAC

Average – \$50.56 (Residential); \$87.44 (Multi-Family); \$199.13 (Non-residential)

Low – \$50.00 (R); \$50.00 (MF); \$50.00 (NR)

High – \$52.50 (R); \$301.00 (MF); \$395.50 (NR)

2018 HVAC

Average – \$57.43 (Residential); \$328.22 (Non-residential)

Low – \$50.00 (R); \$50.00 (NR)

High – \$80.50 (R); \$2750.30 (NR)

4-year HVAC average

\$54.74 (Residential)

\$87.44 (Multi-Family)

\$166.34 (Non-residential)

Proposed HVAC (flat fees) - \$75.00 (Single-Family Residential); \$125.00 (Multi-Family); \$150.00 (Non-residential)**Fiscal Impact***(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

n/a

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

- Fee Schedule - revised 12-11-18

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

Fee Description	Fee Basis	Old Rate	New Rate
BUILDING PERMITS			
Commercial and Industrial Building Permits			
From \$0.00 to \$14,999	Cost per Thousand	\$8.50	\$9.00
From \$15,000 to \$49,000	Cost per Thousand	\$7.50	\$8.00
From \$50,000 to \$199,999	Cost per Thousand	\$6.00	\$6.50
From \$200,000 to \$499,999	Cost per Thousand	\$5.50	\$6.00
From \$500,000 to \$999,999	Cost per Thousand	\$5.00	\$5.50
\$1,000,000 or more	Cost per Thousand	\$4.50	\$5.00
Residential Building Permit Fees (Includes attached garages, basement, porches, tec. - All under roof)	per Total Square Foot under roof line	\$0.14	\$0.20
Demo Permit			\$100.00
Minimum Permit Fee	Flat Fee	\$50.00	\$100.00
OPERATING PERMITS			
One and Two Family Dwelling	Flat Fee	\$35.00	\$35.00
Condominiums, Per Unit	Flat Fee	\$35.00	\$35.00
Fee Simple Townhouses, Per Unit	Flat Fee	\$35.00	\$35.00
Multi Family/Apartments, Per Building	Flat Fee	\$140.00	\$140.00
Construction Office (Trailer)	Flat Fee	\$35.00	\$50.00
Temporary Portable Office, Per Unit	Flat Fee	\$35.00	\$50.00
Tents	Flat Fee	\$35.00	\$35.00
Swimming Pools	Flat Fee	\$35.00	\$35.00
Mobile Home, Each Unit	Flat Fee	\$35.00	\$35.00
Commercial, Industrial Bldgs. (Completed)	Flat Fee	\$140.00	\$150.00
Shell Building, Per Building	Flat Fee	\$70.00	\$70.00
Additions	Flat Fee	\$35.00	\$35.00
Interior Finish	Flat Fee	\$70.00	\$70.00
Renovations	Flat Fee	\$35.00	\$35.00
Accessory Building	Flat Fee	\$35.00	\$50.00
Temporary Utilities	Flat Fee	\$35.00	\$35.00



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item #

5.3

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COUNCIL MEETING DATE

April 1, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Discussion regarding application #19-TA-005, a proposed text amendment to the City of Jonesboro Code of Ordinances, regarding proposed revisions to the Civic-Institutional District, Chapter 86 – Zoning, Section 86-113, of the City of Jonesboro Code of Ordinances.

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

Consideration of Text Amendment

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

Community Planning, Neighborhood and Business Revitalization

Summary & Background

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

Agency recommendation – Approval of new standards for places of assembly; With the recent revisions to the Table of Uses and Conditional Uses Section, new standards were proposed for places of public assembly, including places of worship, facilities for the visual and performing arts, community meeting halls, etc. This text amendment involves clarifying and strengthening the standards for places of assembly in the Civic-Institutional District, Code Section 86-113.

The Civic-Institutional District closely resembles the Assembly Overlay District, Section 86-110, which also provides standards and restrictions for places of assembly. The main difference between the two districts is that the Assembly Overlay District is actually designated in certain locations on the Official Zoning Map, while the Civic-Institutional District does not appear on the Map at all. Based on all of this, it is not clear what the intent of the Civic-Institutional District is.

While certain standards specified in the Civic-Institutional District revisions have already been addressed in the revised Conditional Use section for churches, etc., staff feels that it would be best if all standards for places of assembly were grouped together for ease of reference.

There is, however, a significant amount of redundancy now in the Code, between the Civic-Institutional District, the Assembly Overlay District, and the new Conditional Use standards, concerning places of assembly.

One of several scenarios needs to occur:

1. Set designated Civic-Institutional District areas on the Official Zoning Map, much like the Assembly Overlay. **However, this would arbitrarily restrict places of assembly to only certain parcels in the City as shown on the Map.**
2. Delete the Civic-Institutional District section from the Code and incorporate all of the updated places of assembly standards into the Assembly Overlay, Sec. 86-110. **This would eliminate redundancy, but would also restrict places of assembly to only designated Assembly Overlay parcels in the City as shown on the Map.**
3. Designate the Civic-Institutional District as a “floating district” (not in a limited location on the Zoning Map like the Assembly Overlay) and have the standards apply wherever a citizen applies for a Conditional Use permit for a church or other place of assembly. Staff is checking with the City Attorney of the legality of a “floating district.” **This scenario would successfully justify the difference between the Civic-Institutional District and the Assembly Overlay District with their similar standards, because the Assembly Overlay is locked into place on the Zoning Map and the Civic-Institutional District could address all of the potential locations of places of assembly not covered by the Assembly Overlay. However, this floating district may be confusing, and it could just as easily be addressed in scenario #4.**
4. Verify that the standards of each place of assembly in the Conditional Uses Section matches the new standards of the revised Civic-Institutional District, and, if not, update the Conditional Uses sections for these. Delete the Civic-Institutional District section from the Code, as it would no longer be necessary. **This scenario could satisfactorily take the place of a floating district by forcing conditional use applicants to adhere to the places of assembly standards throughout the entire City. However, one weakness of this is, if the places of assembly**

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 1, 2019

Signature

City Clerk's Office

The revised Code language in your packet has currently been written to follow scenario #3, but the Mayor and Council could choose another scenario. Staff believes that the new standards for places of assembly are a proper upgrade, but a decision needs to be made about the best location for the standards.

Fiscal Impact

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

n/a

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

- Legal Notice - Civic and Institutional District Revisions
- Code Revision
- Assembly Overlay
- Zoning October 8 2018

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

Approval

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on April 8, 2019 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a proposed text amendment to the City of Jonesboro Code of Ordinances, regarding proposed additions and revisions to Chapter 86, Zoning, Section 86-113, C-I Civic-Institutional District, of the City of Jonesboro Code of Ordinances. The amendment involves standards for places of assembly.

David Allen
Zoning Administrator / Community Development Director

Publish 3/20 and 3/27

Sec. 86-113. - C-I Civic-Institutional district.

(a) Scope and purpose. The Civic-Institutional district provides locations **and standards** for significant buildings, facilities and services that are essentially non-commercial or not primarily profit motivated and **that** often serve as community landmarks **and places of public assembly**. Examples of land uses and buildings included in this district are community meeting halls, libraries, post offices, schools, child day care centers, religious buildings, significant medical facilities, municipal buildings and facilities, museums and cultural facilities.

(b) Geography. The Civic-Institutional district is intended to be a floating district, which shall govern uses listed in this Section which may be located outside of the established boundaries of the Assembly Overlay, Section 86-110, on the Official Zoning Map of the City of Jonesboro.

(c) Principal permitted uses.

- (1) Community meeting halls.
- (2) Hospitals, infirmaries, medical clinics.
- (3) Libraries.
- (4) Museums, cultural societies, facilities for the visual and performing arts.
- (5) Public and private colleges and/or universities.
- (6) Public and private schools, other than private vocational schools.
- (7) Public buildings and offices.
- (8) Churches or other places of worship.
- (9) Parks and recreation areas operated by the city or by other political subdivisions.
- (10) All other government services operated for the benefit of the community.

(d) Permitted accessory uses.

- (1) Day care facilities operated as an incidental accessory use by a place of worship, school, hospital or public building. No certificate of occupancy for such day care facility shall be issued until
 - (a) all State day care requirements and Health **Department** regulations are met, and
 - (b) the provisions of subsection **(h)** (pertaining to child day care) or subsection **(i)** (pertaining to adult day care) herein are met.
- (2) Dormitories for ~~(a)~~ students or ~~(b)~~ nurses and interns (when part of a medical hospital).
- (3) Cafeterias when associated with a public building, school, college, day care center, museum or medical hospital.
- (4) Banquet halls when part of a place of worship.
- (5) Special events as follows, provided all applicable state, county and city laws are met:

- a. The sale of fruits and/or vegetables between April 1 and ~~September 30~~ **November 30**;
- b. Charitable and non-profit events;
- c. Pumpkin sales between September 15 and October 31; and
- d. Christmas tree sales between November 1 and December 31.
- e. Other seasonal or traditional sales.

(e) Parking requirements.

- (1) The parking and loading regulations for the C-I district uses are as specified in Article XIII, **Parking, Loading, and Interior Circulation**, of the Zoning Ordinance.

(f) General area regulations.

- (1) Minimum lot area: Forty-three thousand five hundred and sixty square feet (one acre).
- (2) Minimum lot width: ~~One hundred feet~~ **One hundred-fifty feet.**
- (3) Maximum building height: No building shall exceed three stories nor 35 feet in height, **except as provided in Section 86-113 (j).**
- (4) Minimum front yard: **30 feet.**
- (5) Minimum rear yard: ~~Ten feet~~ **40 feet.**
- (6) Minimum side yard on street side of corner: **20 feet**
- (7) Minimum side yard: ~~Five feet; 30 feet when abutting a residential district.~~ **25 feet.**
- (8) Maximum ground coverage by buildings and impervious surfaces: Eighty percent.

(g) Buffers.

- (1) The potential for negative visual impacts on adjoining land uses by assembly district uses is substantial. Therefore, buffers are required for the protection of adjoining uses.
- (2) A natural or manmade planted buffer shall be maintained along the property boundary of any "C-I" district use which abuts a non-"C-I" district use according to the following schedule:
 - a. Residential uses or districts. A buffer having a minimum horizontal dimension of ~~30 feet~~ **25 feet** shall be maintained, provided that such buffer may be reduced to 20 feet in depth when a landscaped berm having a minimum height of four feet is established. **Landscaping along berms is subject to approval by the Zoning Administrator and the minimum standards of Article XV, Landscaping and Buffers.**
 - b. Business park and office park uses. A buffer having a minimum horizontal dimension of ~~20 feet~~ **25 feet** shall be provided, **provided that such buffer may be reduced to 20 feet in depth when a landscaped berm having a minimum height of four feet is established. Landscaping along berms is subject to approval by the Zoning Administrator and the minimum standards of Article XV, Landscaping and Buffers.**

(3) Buffers shall be permanently maintained as indicated on the approved site plan, subject to inspection by the ~~building inspector~~ **Code Enforcement Officer and/or Zoning Administrator**, and consistent with any other property improvement. The dimension of the buffer shall not be in addition to any other landscaping requirements of this article.

(4) As the purpose of the buffer is to visually screen and distance "C-1" district uses from adjoining uses, one-half of all plant materials shall consist of one or more species that retain foliage throughout the year. Provision of opaque fencing, though desirable, shall not decrease the horizontal dimension of the required buffer.

(5) Developments featuring those uses identified as permitted uses in the "C-I" district may utilize the buffer area in computing the landscaping required by Article XV, **Landscaping and Buffers**, of the Zoning Ordinance.

(h) Child day care facilities.

(1) Every child day care facility shall provide proof of an approved Georgia Department of Human Services registration certificate prior to issuance of a Certificate of Occupancy, **and shall conform to all applicable local, state, and federal standards, including *Bright From the Start* current program standards, O.C.G.A. Chapter 591-1-1. An on-site outdoor play area is required, subject to the following minimum standards:**

(a) Size requirements.

(1) For Centers with a licensed capacity of 19 or more children first licensed after March 1, 1991, the Center shall provide or have ready access to an outdoor play area. The minimum size of the outdoor area must be equal to one hundred (100) square feet times one-third (1/3) of the Center's licensed capacity for children.

(2) For Centers with a licensed capacity of 18 or fewer children first licensed after April 21, 1991, the Center shall provide or have ready access to an outdoor play area. The minimum size of the outdoor area must be equal to one hundred (100) square feet times the center's licensed capacity for children.

(b) Playground Occupancy. At least one hundred (100) square feet shall be available for each child occupying the outside play area at any one time. Groups of children may be rotated if necessary so that one hundred (100) square feet per child is provided at all times.

(c) Location. Playgrounds shall be adjacent to the Center or in an area which can be reached by a safe route or method approved by the Department. Except in School-age Centers, the playground shall have shaded areas.

(d) Fence or Approved Barriers. Playgrounds shall be protected from traffic or other hazards by a four (4) foot or higher secure fence or other barrier approved by this Department. Fencing material shall not present a hazard to children and shall be maintained so as to prevent children from leaving the playground area by any means

other than through an approved access route. Fence gates shall be kept closed except when persons are entering or exiting the area.

(e) **Playground Surfaces.** Except in School-age Centers, the playground shall have a surface suitable for varied activities. Hard surfaces, such as gravel, concrete, or paving shall not exceed one-fourth (1/4) of the total playground area.

(f) **Equipment.** Playground equipment shall provide an opportunity for the children to engage in a variety of experiences and shall be age-appropriate. For example, toddlers shall not be permitted to swing in swings designed for School-age Children. The outdoor equipment shall be free of lead-based paint, sharp corners and shall be regularly maintained in such a way as to be free of rust and splinters that could pose significant safety hazard to the children. All equipment shall be arranged so as not to obstruct supervision of children.

(g) **Anchoring of Certain Equipment.** Climbing and swinging equipment shall be anchored.

(h) **Fall Zones and Surfacing.** Climbing and swinging equipment shall have a resilient surface beneath the equipment and the fall zone from such equipment must be adequately maintained by the Center to assure continuing resiliency.

(i) **Safety and Upkeep of Playground.** Playgrounds shall be kept clean, free from litter and free of hazards, such as but not limited to rocks, exposed tree roots and exposed sharp edges of concrete.

(2) Off-street parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided. No on-street parking shall be permitted in conjunction with any child day care facility. Mayor and Council may attach conditions to an approval, or may deny approval of a child day care facility upon finding that the proposed facility is within 500 feet of an establishment licensed for the sale of alcoholic beverages or within 500 feet of potentially hazardous land uses or activities that present unacceptable risks to operation of a child day care facility. "Potentially hazardous land uses or activities" include, but are not limited to, gasoline service stations, heavy industrial operations, storage of flammable materials, high pressure underground pipelines or truck or rail loading areas.

Mayor and Council may attach conditions to an approval or may deny approval of a child day care facility upon a finding that traffic conditions present unacceptable risks to operation of the facility and/or the safety of children proposed to be served by the facility or that traffic impacts associated with the proposed facility would substantially jeopardize the appropriate use of neighboring properties.

(i) Adult day care centers.

(1) On-site parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided. Mayor and Council may attach conditions to approval of a facility which have as their purpose protection of the public health, safety, morals, and general welfare, or Mayor

and Council may deny approval of an adult day care facility upon a finding that conditions on or near such proposed facility render it unsuitable for establishment of an adult day care facility.

(j) Places of public assembly, including churches and other places of worship.

- (1) Must be located on a street having a classification of collector or greater.**
- (2) Must be located only in stand-alone buildings and not planned centers or connected storefronts (those sharing a common wall); must not be established on lots with zero lot line development or parking in common (shared parking).**
- (3) No paved parking area shall be established within 25 feet of a lot that is zoned residential or contains a residential use.**
- (4) Fire and life safety compliance. No permit for establishment of a place of assembly shall be granted prior to an inspection and approval for compliance with all fire and life safety codes by the Fire Marshal.**
- (5) Height regulations. The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line.; however, no building shall ever exceed a total height of 75 feet.**
- (6) Where applicable, places of assembly must conform to Chapter 6 setbacks, Alcoholic Beverages.**

(Ord. No. 2014-003, § 1, 6-9-2014)

Sec. 86-110. - Assembly overlay.

- (a) *Purpose.* The purpose of the assembly overlay is to accommodate the beneficial development of "places of assembly" as defined in section 86-62, Definitions, and appropriately regulate such uses in a non-discriminatory manner. The express intention of mayor and council in the event of any ambiguity in the language of this section mandates that the administration and city staff interpret this section in a manner that best complies with all applicable federal laws, including, but not limited to, 42 U.S.C.A. § 2000cc et seq.
- (b) *Applicability.* The assembly overlay establishes the parameters within which places of assembly may be established and operated. The assembly overlay supplements zoning regulations set forth by the underlying or base zoning assigned to properties on the official zoning map that control the use and development of those properties. Unless otherwise provided, the legal use of property as defined by the underlying zoning district may continue. Standards set forth in this section shall control over any underlying district regulations. Development regulations not addressed in this section as provided by the underlying zoning classification shall control unless modified by mayor and council as a condition of assignment of the assembly overlay to a particular property.
- (c) *Geography.* Assignment of the assembly overlay is as depicted graphically on the official zoning map. Properties included in the assembly overlay shall be shown on this map and shall include any property subsequently so designated by mayor and council.
- (d) *Administrative approval of compliant places of assembly.* Applications for establishment of places of assembly that comply with the regulations set forth in this section may be approved administratively by the code enforcement officer. In considering the appropriateness of an approval of a place of assembly, the code enforcement officer shall apply the standards contained in article XII, section 86-374. Standards of review for map amendments of the Jonesboro Zoning Ordinance and the potential impacts on surrounding development, operating schedule, parking demand relative to supply and peak traffic impacts. Applications that do not comply with these regulations may be approved by mayor and council as a conditional use.
- (e) *Mayor and council approval of non-compliant places of assembly.* Places of assembly can exert extraordinary demands upon public services and facilities, particularly when established within certain timeframes or in certain locations. Accordingly, applications for places of assembly that do not comply with the assembly overlay regulations may only be established upon approval of a conditional use by mayor and council. The approval process pertaining to places of assembly shall be that assigned conditional uses as described in article VI, Conditional uses. In determining whether an application for such conditional use shall be approved at a particular location, mayor and council shall apply the standards contained in article XII, section 86-374 of the Jonesboro Zoning Ordinance. Mayor and council shall also consider the potential impacts on surrounding development, noise impacts, peak traffic impacts and demand on public services and facilities. Upon a finding that a particular assembly use would conform to the intent and requirements of this section, the application may be approved by mayor and council as a conditional use. Based upon particular circumstances associated with a proposed assembly use at a specific location, mayor and council may attach conditions to the approval that are designed to minimize potential negative impacts and burdens on public facilities and services as well as surrounding properties and travelers on public streets and sidewalks.
- (f) *Characterization of places of assembly as concerns scale.* Places of assembly are hereby characterized as either "large places of assembly" or "small places of assembly." This characterization is designed to ensure that proposals for establishment of places of assembly are compatible with the scale, use and intensity of surrounding development and may be accommodated by available public infrastructure and services. For purposes of this section "large places of assembly" are defined as those premises or facilities designed to accommodate 50 or more persons at any given time; "small places of assembly" are defined as those premises or facilities designed to accommodate fewer than 50 at any given time. Capacity shall be as measured by the premises or facility occupancy, including indoor and outdoor spaces available to participants, as determined by the fire marshal.
- (g) *Standards for establishment of all places of assembly.* The following development standards shall apply to any place of assembly.
 - (1) *Parking and loading regulations.* Parking and loading shall be as specified in article XIII, Parking, loading and interior circulation. No parking shall be established within 25 feet of a lot that is zoned residential or containing a residential use.
 - (2) *Fire and life safety compliance.* No permit for establishment of a place of assembly shall be granted prior to an inspection and approval for compliance with all fire and life safety codes by the fire marshal.
 - (3) *Places of assembly may not be established on lots with zero lot line development or parking in common.* Because of the potential noise impacts and peak parking demand, places of assembly shall not be established on properties that share a common wall with adjoining tenant spaces or properties. Similarly, because of the peak parking demand associated with such uses, places of assembly shall not be established on properties that share a common parking area.
 - (4) *Street network.* The potential for creating traffic congestion during peak periods and for excessive on-street parking during peak periods is substantial. Therefore, no assembly use shall be permitted on a lot accessed by a local street as defined by the City of Jonesboro Thoroughfare Plan. Assembly uses shall only be permitted on roadways classified as "major collector street" or roadways having greater capacity as defined by the City of Jonesboro Thoroughfare Plan.
 - (5) *Buffers.* The potential for adverse visual impacts such as glare and noise impacts on adjoining and nearby residential uses by assembly uses is substantial. Therefore, buffers are required for the protection of adjoining residential properties. A natural or manmade, landscaped buffer in compliance with section 86-457. Landscape strip planting requirements of this chapter and the following schedule shall be maintained along the boundary of

any property designated as an assembly overlay that abuts property on which a residential use is established or property zoned for residential use:

- a. *Residential uses or districts.* A buffer having a minimum horizontal dimension of 30 feet shall be established, provided such buffer may be reduced to 25 feet where a berm having a minimum height of three feet is created.
 - b. Buffers shall be permanently maintained as indicated on the approved site plan, subject to inspection by the code enforcement officer, and consistent with any other property improvement. The dimension of the buffer shall not be in addition to any other landscaping requirements of this chapter. As the purpose of the buffer is to visually screen and distance uses of the assembly overlay from adjoining uses, one-half of all plant materials shall consist of one or more species that retain foliage throughout the year. Provision of opaque fencing, though desirable, shall not decrease the horizontal dimension of the required buffer.
- (h) *Standards for establishment of large places of assembly.* The following development standards shall apply to large places of assembly.
- (1) *Area regulations.*
 - a. Minimum lot area. The minimum lot area required for establishment of a large place of assembly shall be two acres.
 - b. Minimum lot width. The minimum lot width required for establishment of a large place of assembly shall be 200 feet.
 - c. Minimum front yard. None.
 - d. Minimum rear yard. Ten feet; 30 feet when abutting a residential district or use.
 - e. Minimum side yard on street side of a corner lot. None.
 - f. Minimum side yard. Five feet; 30 feet when abutting a residential district or use.
 - g. Maximum ground coverage by buildings and impervious surfaces. Ninety percent.
 - (2) *Height regulations.* The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line. No building shall exceed a height of 75 feet.
- (i) *Standards for establishment of small places of assembly.* The following development standards shall apply to small places of assembly.
- (1) *Area regulations.*
 - a. Minimum lot area. The minimum lot area required for establishment of a small place of assembly shall be one-half-acre.
 - b. Minimum lot width. The minimum lot width required for establishment of a small place of assembly shall be 100 feet.
 - c. Minimum front yard. The lesser of 25 feet or the average front yard setback of any dwellings within 100 feet of the assembly lot on the same block face.
 - d. Minimum rear yard. Ten feet; 30 feet when abutting a residential district or use.
 - e. Minimum side yard on street side of a corner lot. None.
 - f. Minimum side yard. Five feet; 30 feet when abutting a residential district or use.
 - g. Maximum ground coverage by buildings and impervious surfaces. Seventy percent.
 - (2) *Height regulations.* The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line. No building shall exceed a height of 45 feet.
- (j) *Existing place of assembly uses.* No assembly use existing as of the date of adoption of this chapter and designated on the official zoning map shall become a nonconforming use as a result of adoption of this article.

(Ord. No. 05-08, § 2(5.20), 8-15-05; Ord. No. 2014-003, § 1, 6-9-2014)



This is to certify that this is the Official Zoning referred to in this Section of Ordinance 201 of the City of Jonesboro, Georgia

October 8, 2018

Zoning Classifications

- A Assembly Rights
- H Historic Residential
- AH Historic Residential and Assembl
- T Tara Boulevard
- County Parcels
- C-1 Neighborhood Commercial Distr
- C-2 Highway Commercial District
- H-1 Historic District
- H-2 Historic District
- M-1 Light Industrial District
- MX Mixed Use District
- O-1 Office and Institutional District
- R-2 Single Family Residential Distr
- R-4 Single Family Residential Distr
- R-C Cluster Residential District
- RM Multifamily Residential District
- Jonesboro City Limit

Official Adoption Date: October 8, 20

Joy B. Day, Mayor

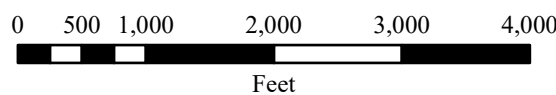
Ricky L. Clark, Jr., City Manager

Steve Fincher, City Attorney

I, Ricky L. Clark, Jr., City Clerk/Manager of the City of Jonesboro, Georgia, do hereby certify that this is the Official Zoning Map of the City of Jonesboro, Clayton County, Georgia, contemporaneously present in cham at the time it was adopted by the Mayor and Council of Jonesboro, Georgia on the 8th day of October, 2018.

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

Addresses and parcel boundaries are based on data p by the Clayton County Tax Assessor's Office and are r guaranteed by the City of Jonesboro to be accurate.





CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.4

- 4

COUNCIL MEETING DATE
April 1, 2019

Requesting Agency (Initiator)

Police

Sponsor(s)

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

Discussion regarding hiring Non-P.O.S.T. Certified Recruits.

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

Approval

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

Yes

Summary & Background

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

To: Mayor Joy Day and Jonesboro City Council

Thru: Mr. Ricky L. Clark

From: Chief Cliff Kelker

Subject: Hiring Non-P.O.S.T. Certified Recruits

It is the desire of the Jonesboro Police Department to hire Non-P.O.S.T. Certified recruits to fill vacancies in the Police Department. Traditionally, P.O.S.T. Certified candidates were the only officers hired by the Jonesboro Police Department. The time it takes to train a new non-certified candidate is only 3 months longer (academy time) than it would take to train a certified officer, but the caliber of officer will in most cases be worth the investment. They will be trained without any additional baggage or bad habits from another agency. Most importantly, hiring Non-Certified will give us more options and a larger pool of candidates to fill our vacant positions within the department.

Officers coming from other agencies bring their practices and culture with them. They may not be a good fit for the type of officer we want to represent Jonesboro. Their training may not be in line with the current high expectations the police department and the city is demanding. The bar has been raised in Jonesboro and the public expects a well-rounded professional officer trained to address the extreme traffic conditions, juvenile delinquency and mental illnesses prevalent in Clayton County.

The cost to hire recruits and put them through the academy is outlined below. I also recommend a variety of starting salary levels. This will encourage talented officers to apply as well. This is a common practice in several metro area departments. It is important to see them as investments in the department. Below is the cost breakdown I propose for new officer's starting salaries and lateral entry. The pay scale will then give us everything we need to compete locally at this time.

Recruits	\$39,938 (non-certified)
Certified (<i>now</i>)	\$40,753 (P.O.S.T.)

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 1, 2019

Signature

City Clerk's Office

Polygraph - Free in most cases
 Psychological - \$350
 Physical - \$250
 Drug Screen \$6
 Uniforms and Equipment \$1000

New police recruits with no experience or P.O.S.T. certification will start the hiring process and be vetted with the initial phases to see if they are viable candidates. This will happen before one dime is spent. If they appear to be a good candidate to put through the hiring process they will be offered a conditional letter of employment and sign a three-year contract. The contract will outline the expectation of them working for Jonesboro Police Department for three continuous years or be required to pay back the cost of uniforms, equipment and training cost.

- Once they finish the hiring process they will be assigned an academy date.
- They will be trained on some of the problem areas leading up to the academy such as firearms.
- They will get an academy date and academy uniforms (determined by academy)
- They will go to the academy which will last approximately 3 months.
- Once they finish the academy they will be placed in the Field Training Officer Program
- The FTO program will last 3 months and requires them to train on all four shifts
- During the FTO programs they will be assigned a take-home vehicle
- Approximately 6 months after being hired the recruit will be cut loose to police with limited restrictions
- The recruit will be closely monitored by FTO's and supervisors for the remainder of the first year.
- The recruit will stay on a work test period for one year instead 6 months like other city new hires

These new hired officers will be trained to meet the needs of the rapidly changing urban environment. The challenges an officer faces today are very different. It will take work to develop a process that will allow us to hire and train new officers. Retaining them requires outlining a path for growth.

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.)*

- Personnel Selection (002)

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

Approve Hiring Process

JONESBORO POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

SUBJECT Personnel Selection	EFFECTIVE DATE	SOP #
REFERENCE Hiring, Hiring Standards & Personnel Selection,		
SPECIAL INSTRUCTIONS		
DISTRIBUTION All Sworn & Non-Sworn Personnel		# PAGES 15

I. PURPOSE

The purpose of this policy is to ensure a fair and equitable selection process regardless of race, creed, color, sex, age, religion or national origin. All elements of the selection process will be administered, scored, evaluated and interpreted in a uniform manner.

II. POLICY

It shall be the policy of the department to establish procedures for the coordination of interdepartmental activities related to the recruitment of qualified applicants for available positions in the Jonesboro Police Department.

III. PROCEDURES

A. Authority

The responsibility and authority for administration of the personnel selection program for the Jonesboro Police Department is vested in the Chief of Police. The Chief of Police shall be responsible for determining the specific needs of the department including the skills, abilities and personal attributes necessary to perform specific jobs. He or she shall also conduct an annual review of the selection process to ensure that the process is in accordance with the personnel policies of the City of Jonesboro.

B. Definitions

- Adverse Impact: A substantially different rate of selection (generally 80%), which works to the disadvantage of members of a race, sex or ethnic origin.
- Validity: Proof through statistical data that a given component of the selection process is job related, either by predicting a

candidate's job performance or detecting important aspects of the work behavior related to the position.

3. Sworn: Employees who are required to successfully complete the P.O.S.T. Basic Mandate Training and will perform duties requiring arrest powers.
4. Civilian: Employees who are not sworn.

C. Adverse Impact

1. The selection process for this agency will include those components that have validity, utility, uniformity, and a minimum adverse impact. Adverse impact against any specific group of people shall be minimized in the selection process.
2. Adverse impact in the selection process will be measured by comparing the selection rates for each race, sex, and ethnic group with the group having the highest selection rate.
3. Records that are used to monitor adverse impact will be maintained on file.

D. Selection & Materials

Process and Materials: It is essential that all selection materials be secured 24 hours a day with access limited to those individuals who have authority to view the materials. Selection materials should never be left unattended such that open access exists. The Chief of Police shall be responsible for the security of written test materials, when applicable, used by this department in the selection process. The Lieutenant over the Administrative Division shall maintain oral interview questions for sworn and civilian personnel. Background booklets and other selection process materials used within the agency for sworn personnel will be maintained by the Administrative Division in a secure location. All selection process materials maintained within the agency will be kept in a secured office. Should the disposal of any selection process materials be necessary, said disposal shall be accomplished by shredding.

Tests and Examinations will be conducted when it is determined by the Chief of Police they are necessary for objective decision making in personnel for hiring, assignments and promotions. All required tests/examinations required during the selection process will be administered, scored, and evaluated in a uniform manner.

IV. SELECTION PROCESS FOR SWORN PERSONNEL

A. Entry-Level Hiring Procedures

The following procedures are followed by the City of Jonesboro when conducting the hiring of police officers. The officer responsible for training will work closely with the recruit throughout the entire process:

1. Announcements for candidates for the active hiring roster will be advertised by the department during the open recruitment period. Advertisements will be made through various media and communication sources. In addition, the department will maintain a mailing list of colleges, churches, civic organizations, etc. and complete mailings to these locations for advertising purposes. This does not preclude the police department from advertising in various forms throughout the year;
2. Those persons wishing to apply for a position with the department will receive an application package from City Hall or the Police Department by mail or in person, which includes the items listed below. The application is then completed and returned before the set deadline. Upon receipt of the formal completed application, a background booklet will be assigned. With the application are:
 - a. description of the selection process;
 - b. the expected duration of the process;
 - c. the city's policy on re-application, and re-evaluation of applicants who are not appointed.
3. The Department will forward the applications they receive to the officer in charge of training .
4. Those individuals who are Georgia P.O.S.T. certified peace officers may be the first applicants contacted;
5. Those candidates who pass the initial screening will be given background booklet that they receive from the Officer in charge of training .

In special cases, background books may be mailed to the candidate and must be fully completed and returned to the officer in charge of training in a specified time. These special case candidates will sign and notarize all required forms when and if they are asked to appear before the Oral Review Board.

Candidates will fully complete the background book except for the section titled "Why do you want to work for the Jonesboro Police

Department” and the section titled “What are your short- and long-term goals in criminal justice”, which shall be completed when the candidate returns to appear in front of Oral Interview Board. The background book will be returned to the officer in charge of training within ten working days or any other period (less or more) as set by the officer in charge of training for that test period. Officers in charge of training personnel will receive training in the proper techniques of collecting background information.

The officer in charge of training will review the background book for completeness and will automatically eliminate individuals from the hiring process who disclose information, which precludes employment with the department, or who are found at any time in the process to have falsified information or placed misleading information in the background book or other documents.

The background book will cover such factors as:

- a. a candidate's qualifying credentials;
 - b. a review of a candidate's criminal record, and drivers' history will be conducted on the candidate to verify that the candidate has nothing in their history, which would be cause for termination from the hiring process. This will be done in accordance with S.O.P. A039, IV, 2 (automatic disqualifiers). Should anything be found in the history that would disqualify them for employment, the candidate will be removed from the hiring process.
 - c. verification of at least three personal references and three professional references of the candidate.
6. Those candidates who are not eliminated by a review of the background book will be scheduled to appear before the Oral Review Board. This Oral Review Board shall consist of the Chief of Police, a Lieutenant, a Sergeant, and two Patrol Officers.

The Oral Review Board will act as an interview board and address each candidate with a series of identical questions given in a standard sequence and format. Candidates will be evaluated by each member of the committee resulting in the determination of a total group pass or fail determination by the committee;

7. Those candidates who passed the Oral Interview Board shall continue in the hiring process and will read and sign a Conditional Employment Agreement which will be notarized with a copy provided to the candidate and the original being filed by the officer

in charge of training in the candidate's background book. Applicants will have a complete understanding that any failure to fulfill the conditions of employment will result in termination (Code of Ordinances, Personnel Policies and Procedures Chapter IV);

8. A polygraph examination will be conducted by a licensed examiner for candidates who continue the process. The questions covered by this examination shall cover all areas within the completed background book. Any candidate who shows deception during the polygraph examination will be interviewed by the officer in charge of training to determine the cause of the indicated deception.

Should this interview determine that the background book was completed falsely or with discrepancies, the statements or discrepancies shall be cause for removal of the candidate from the hiring process. No candidate will be removed from the hiring process based solely on the results of the polygraph test. Polygraphs will be used only as an investigative aid in the hiring process. Other information gained during the interview process combined with the polygraph results may be grounds for removal from the hiring process.

9. Any candidate continuing in the process will complete two physical examinations. One examination is necessary to meet the requirements of P.O.S.T. and will include a urinalysis for a drug screening. The second examination is necessary to determine the cardiovascular fitness and general physical condition of the candidate for the department.

Health care providers contracted to perform these services for the city will conduct these physical examinations. Written reports will be prepared and provided to the department by the health care providers. If a candidate is found unsuitable, the candidate will be removed from the hiring process.

For those candidates employed, these written reports on the candidates will be maintained by officer in charge of training in the employee's medical file, which is maintained separately from all other employee records. If not employed, these written reports will be maintained by the Officer in charge of training in the candidate's background book for a period of three years at which time they will be destroyed by shredding;

10. A financial investigation, including a credit check, will be conducted on candidates who continue the process. This investigation is intended to ensure that the candidate is not in debt

to such a degree that he or she is unable to sustain payment of bills and normal life maintenance. If a candidate is found unsuitable, the candidate will be removed from the hiring process.

11. Candidates will have their employment history, military service, residential history, and references (three personal & three professional) verified by the officer in charge of training . Candidates will be removed from the hiring process for falsifying any such information.
12. Any candidate who is not Georgia P.O.S.T. certified, must successfully complete the P.O.S.T. Entrance Exam (EE) which is required by P.O.S.T. before a candidate can be accepted into the police academy. If a candidate cannot pass the test, he or she will be removed from the hiring process.
13. If a candidate is considered unsuitable and removed from the hiring process for any reason, the candidate will be notified in writing within thirty days that they have been removed from the hiring process. A copy of the notification will be maintained within the background book by the Training Coordinator who will store the booklets for three years at which time they will be purged by shredding.
14. Candidates who are accepted for employment and hired as 12-month probationary employees will have the background book and all documents generated during the selection process maintained in their employee file. In addition, all required P.O.S.T. forms and processes would be completed.
15. Candidates who are not accepted and for whom the hiring process is terminated will have their application, background book, and all documents generated during the selection process maintained by the Officer in charge of training for three years at which time they will be purged through shredding.
16. The candidate will meet with the Chief of Police for an interview. The final decision to hire a candidate shall be that of the Chief of Police.
17. The department will maintain an eligibility list of candidates who have passed portions of the hiring process. If a candidate has been on the eligibility list a total of one year from the time they tested, they will be removed from the eligibility list. If they decide to re-apply, they may do so.

18. The department will hire individuals from the eligibility list based upon their overall qualifications as deemed by the officer in charge of training and ultimately the Chief of Police.

B. Automatic Disqualification from Process

Candidates will automatically be disqualified from the hiring process for any of the following reasons:

1. Conviction for any felony, including pleas of Nolo Contendere.
2. Lifetime convictions of any two misdemeanor crimes (excluding minor traffic offenses) or any lifetime conviction involving an offense of moral turpitude, disrespect for law enforcement authorities, crimes of an aggravated nature, sexual offenses, domestic violence, crimes against children, any violation involving drug use, possession, sale or involvement or any offense deemed unacceptable by the Chief of Police. Pleas of Nolo Contendere in a candidate's history will also be considered.
3. Convictions for domestic violence, whether misdemeanor or felony including pleas of Nolo Contendere and First Offender Status.
4. Any termination for cause by any federal, state, county or municipal civil service or merit system or any two or more terminations for cause received by any employer within a five-year period of the candidate's application.
5. A poor credit status, a pending or established garnishment or judgment that may cause undue hardship while employed or any debts currently assigned to collections.
6. More than one filing of bankruptcy within a ten-year period prior to the date of application or any bankruptcy in progress at the time of application. Candidates currently under a granted bankruptcy, which is part of a payment plan at the time of application, will not be disqualified for that reason alone.
7. Any lifetime involvement in a theft of a felony nature as defined by Georgia law, whether detected or undetected.
8. Any lifetime involvement in two or more thefts of a misdemeanor nature as defined by Georgia law or any involvement in one or more thefts of a misdemeanor nature as defined by Georgia law within a twelve-month period prior to the application date. The theft or thefts may be detected or undetected.

9. Less than honorable military discharges unless the discharge is upgraded to honorable prior to the time of application.
10. Convictions by a General or Special court martial or a pattern of violations under the Uniform Code of Military Justice including punitive judgments or punishments, i.e., Article 15, Captain's Mast, etc.
11. A history of involvement in commercial gambling such as bookmaking, loan sharking, etc. or outstanding gambling debts owed to any agency, firm, organization or person.
12. Undetected crimes discovered through a candidate's admission or other means which are a felony (automatic disqualification), or which are a misdemeanor of a nature judged inappropriate by the Chief of Police. Georgia law guidelines will define whether the actions are a felony or a misdemeanor.
13. Any two or more convictions or pleas of Nolo Contendere for Driving Under the Influence within a candidate's lifetime or any one or more convictions or pleas of Nolo Contendere for Driving Under the Influence within a five-year period of the candidate's application date.
14. Any lifetime conviction or plea of Nolo Contendere for the traffic offenses of Hit & Run, Homicide by Vehicle, Attempting to Elude or Habitual Violator as defined by Georgia law or other similar state laws regardless of law titles. In addition, any conviction or plea of Nolo Contendere for Reckless Driving or Racing within a five-year period of the application date as defined by Georgia law or other similar state laws regardless of law titles.
15. Failure to possess a valid drivers license, any license restrictions which hinder the ability to operate an emergency vehicle in accordance with the laws of the state and the policies of the department or any driver's license suspension within seven years of the application date unless for non-payment of insurance premiums.
16. A driver's license point assessment of five or more points at any time within two years of the application date or at any time within the hiring process itself or any driving history which reflects a recurring pattern of traffic violations which represents a disrespect for traffic laws.
17. Use of marijuana within three years of the original application date or any history of abuse as determined by the Chief of Police.

18. Use of any drug within the candidate's lifetime, which was considered a felony at the time of commission by Georgia law, whether detected or undetected or a pattern of use of any non-prescribed drug, which was considered a misdemeanor at the time of commission by Georgia law, whether detected or undetected.
19. Involvement in selling, bartering, distributing, growing, manufacturing, storing, transporting, preparing or possession of any controlled drug, which was a violation of Georgia law at the time of occurrence, whether the crime was detected or undetected.
20. Any applicant displaying any sexual, violent, racial, ethnically derogatory material, comments, pictures, artwork, video, or other inappropriate reference that is broadcasted in a manner that would be detrimental to the mission and function of the Jonesboro Police Department may be removed from the hiring process. Any applicant that is found displaying possible gang affiliations to include hand signs, displaying colors, tattoos associated with gang symbols or name or likenesses thereof, alone or in combination will be removed from the hiring process
21. Failure to pass the Georgia Peace Officer Standards and Training Council Entrance Examination while participating in the department's hiring process.

These disqualifying guidelines are not considered all-inclusive. Each candidate will be considered on a case-by-case basis, and the Chief of Police may deem disqualification necessary for several reasons not listed herein. If the automatic disqualifier took place over five years before the application date, the candidate's disqualifier information will be presented to the Senior Staff. The Senior Staff will review the disqualifier information and make a recommendation to the Chief of Police on whether to disqualify the candidate or leave him or her in the hiring process for further consideration. The officer in charge of training will make the presentation to the Senior Staff. The Senior Staff will not know the race, sex, religion, ethnic origin or any other identifiable personal factors when making their consideration. A decision by the Senior Staff and Chief of Police to allow an individual to continue in the process is by no means a guarantee of a job offer. No decision to make a job offer will be made until the hiring process is complete and all information is considered.

C. Re-Application

Applicants who were not previously hired for failing the written exam or physical fitness test may not re-apply for 30 days and must complete all

phases of the selection process. Applicants who were not previously hired for failing any other portion of the hiring process, except already listed, may not re-apply for six months and must complete all phases of the selection process. Applicants who are seeking re-employment must re-submit an application and may qualify under guidelines set forth in section IV-B-4. Such applicants shall not be given special consideration over other entry-level applicants. The City of Jonesboro has the right to reject any applications from previous candidates who were removed from the hiring process on a prior date for reasons, which would make any future employment with the police department an impossibility (i.e., questionable criminal history, falsifying application materials, etc.).

D. Re-Hire Criteria

The following guidelines will be followed when considering the re-hiring of an individual who was previously employed as a police officer with the Jonesboro Police Department:

1. The candidate must complete an application through the Human Resources during the application enrollment period as designated by the Human Resources.
2. The candidate must have completed during their initial hiring process the same or similar police officer exam as the one being offered during the current application enrollment process. The determination of similarity of the exam will rest with the human resources director.
3. Candidates who leave the employment of the Jonesboro Police Department more than once will not be eligible for this process.
4. The candidate must have left employment with the department in good standing, in accordance with all departmental and City/BLW policies and rules & regulations.
5. The candidate must have successfully completed his/her working test in the department before he or she left.
6. The candidate must have not been out of employment of the Jonesboro Police Department no longer than one calendar year.
7. The candidate must possess valid Georgia Peace Officers and Standards Training Council certification as a police officer.
8. The candidate's last evaluation as a Jonesboro Police Officer must have met acceptable standards as defined in the Jonesboro Police Department Evaluation Rater's Manual.

9. The candidate must have left the department with no disciplinary action pending and with no active investigations into their conduct underway. The candidate's disciplinary record with Jonesboro Police Department must not include a suspension of one day or more, a demotion or a termination dating back one year from the date the candidate left the agency's employment.
10. Candidates who meet the guidelines and were previously employed by the Jonesboro Police Department will be subject at a minimum to a criminal history inquiry, driver's history inquiry and drug screening. If it has been more than a calendar year since the candidate received their initial employment physical examination with the Jonesboro Police Department, they will be required to submit to a physical examination.
11. The command staff will meet and review each candidate for re-hiring. Once reviewed, the command staff will make a recommendation to the Chief of Police. The Chief of Police, who will be the sole determinant in the candidate being re-hired; will then interview the candidate.
12. Any candidate hired, who had previous law enforcement experience with the Jonesboro Police Department, will be treated administratively as a new employee, and is subject to fulfill the same requirements as a new employee.

E. Selection Process Results

At the conclusion of the selection process, a report shall be submitted by the Officer in charge of training , through the Lieutenant of Support Services and Chief of Police to City Hall which will contain:

1. Number of applicants applied;
2. Number of applicants interviewed
3. Applicant Chosen.

A copy of this report shall be forwarded to the Chief of Police.

V. SELECTION PROCESS FOR CIVILIAN PERSONNEL

A. Civilian Positions

1. Administrative Assistant;
2. Evidence Technician;

3. Probation Officer;
4. Court Clerk;
5. Executive Assistant

B. Entry-Level Hiring Procedures

The following procedures are followed by the City of Jonesboro when conducting the hiring of civilian personnel.

1. Announcements for candidates will be advertised by the human resources during the open recruitment period. Advertisements may be made through electronic, print, or other media. All announcements will be posted with community service organizations, and assistance may be sought from community organization key leaders. In addition, the Officer in charge of training will maintain a mailing list of colleges, churches, civic organizations, etc. and complete mailings to these locations for advertising purposes. This does not preclude the police or human resources from advertising in various forms throughout the year. The Chief of Police reserves the right to open announcements for internal candidates only, at his/her discretion.
2. Those persons wishing to apply for a position with the department may complete an application either online through the city website, or in person at City Hall. Online applicants will receive notification of the receipt of their application and will be advised of any required testing that must occur in person prior to the set deadline.
3. City Hall will forward applications ranked by qualifications starting with tier 1 to the police department. Those who do not meet the minimum requirements will be notified in writing that they will not be considered for the position applied for. The Officer in charge of training will notify all qualified candidates in writing of:
 - a. all elements of the selection process;
 - b. the expected duration of the selection process;
 - c. the agency's policy on reapplication.
4. Candidates will be selected for the interview process based upon their qualifications for the position applied for. Those with more advanced qualifications will be considered before those with lesser qualifications.

5. Candidates who successfully complete the interview will continue in the selection process. Those who do not will be notified in writing that they will no longer be considered.
6. Selection elements will vary depending on the position. The following lists the elements utilized, and the positions required to complete them:
 - a. Background Investigation (required for all positions) – completed to verify qualification credentials, and to review any criminal record. It will include the verification of at least three personal references, as well as eligibility to work in the Officer ed States.
 - b. Credit History Check (required for all positions) – to ensure the candidate is not in debt to such a degree that he or she is unable to sustain payment of bills and normal life maintenance;
 - c. Criminal History Check (required for all positions) – positions have access to sensitive/confidential information;
 - d. Drivers' History Check – positions require the operation of department vehicles;
7. Selected candidates for applicable positions will be given a conditional offer of employment. Those who accept the offer will be required to complete the following selection elements for the listed positions:
 - a. Polygraph (required for all employees) - A polygraph examination will be conducted by a licensed examiner for candidates who continue the process. The questions covered by this examination shall cover all areas within the completed background book. Any candidate who shows deception during the polygraph examination will be interviewed by the Officer in charge of training to determine the cause of the indicated deception.


Should this interview determine that the background book was completed falsely or with discrepancies, the statements or discrepancies shall be cause for removal of the candidate from the hiring process. No candidate will be removed from the hiring process based solely on the results of the polygraph test. Polygraphs will be used only as an investigative aid in the hiring process. Other

information gained during the interview process combined with the polygraph results may be grounds for removal from the hiring process.

- b.** Drug Screen (required for all employees)
 - c.** Physical Exam - This examination is necessary to determine the cardiovascular fitness and general physical condition of the candidate for the department.
 - i.** Park Ranger – position requires the ability to walk for extended periods in all weather conditions;
- 7.** All new employees must successfully complete a work test period.
 - 9.** Candidates not selected will be notified in writing.
 - 10.** All selection process materials for civilians will be returned to human resources. These records will be stored in a secure area until destroyed by shredding.

Cliff Kelker, Chief of Police
Jonesboro Police Department

First Reading:
Final Adoption:
Distribution Date:
Effective Date:

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary		Agenda Item # 5.5 - 5
			COUNCIL MEETING DATE April 1, 2019
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s)	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Discussion regarding an agreement by and between the City of Jonesboro and Peachtree Recovery Services for property damage claim recovery.			
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 Transportation Infrastructure			
Summary & Background		<i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i>	

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Ricky L. Clark, City Manager	Date April, 1, 2019	
Signature	City Clerk's Office	

In recent years, the Georgia Municipal Association has formed a partnership with Peachtree Recovery Services (PRS). PRS would seek to recover revenue for damages caused in traffic accidents. The money would be derived from when motorists, companies and their insurance companies whenever a stop sign, guardrail or other city property is damaged in a wreck.

Peachtree Recovery would actively search a state database of every traffic accident report filed in Jonesboro. If the City council approves the agreement as drafted, PRS would actively go back four years to read every traffic accident to provide an assessment of monies owed. As soon as damages are found, PRS would make claims to the insurance companies on the city's behalf.

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

- a. PRS shall retain sixteen and one-half per cent (16.5%) of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty-three and one-half percent (83.5%) for each claim to CLIENT.
- b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.
- c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in "Notices" below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact's information.
- d. PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

At current, The company contracts with 16 governments in the state, including the cities of Atlanta, Valdosta, Dunwoody and Columbus.

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.)*

- Peachtree Recover Services - Participant Model Agreement

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

Approval

Model PRS-Participant Agreement

AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [19-1015]

This Agreement for Property Damage (Third Party Responsible) Recovery Services (“Agreement”) is made and entered into by and between Peachtree Recovery Services, Inc., (“Product or Service Provider” or “PRS”) and the City of Jonesboro, Georgia (“CLIENT”) and is effective on the date this Agreement becomes fully executed by PRS and CLIENT (the “Effective Date”).

RECITALS

WHEREAS, CLIENT is a municipal corporation, duly organized and validly existing under the laws of the State of Georgia; and

WHEREAS, CLIENT is eligible to purchase the Services described below (“Services”) in accordance with the terms of this Agreement, which have been negotiated by Georgia Municipal Association, Inc. for use by such municipal governments; and

WHEREAS, CLIENT and PRS acknowledge that this Agreement is solely between CLIENT and PRS; and

WHEREAS, PRS warrants that it provides the Services in compliance with all applicable laws and standards applicable to PRS’s industry; and

WHEREAS, PRS warrants that it has and will keep in effect at its sole expense all licenses, permits, qualifications, and approvals which are legally required to provide the Services; and

WHEREAS, **Exhibits A.1, A.2, A.3, and A.4** are incorporated in this Agreement as if fully restated;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and PRS (each individually a “Party” and collectively the “Parties”) agree to the Recitals above and as follows.

1. Services and Compensation

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

- a. PRS shall retain sixteen and one-half per cent (16.5%) of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty-three and one-half percent (83.5%) for each claim to CLIENT.
- b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.

- c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in “Notices” below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact’s information.
- d. PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

2. Performance Standards for Services and Compliance with Laws

PRS shall use its best efforts and work diligently to perform the services. PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to CLIENT pursuant to this Agreement. In the event it appears to CLIENT that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, Client shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint.

3. Confidential Information and Open Records Act Compliance

Confidential Information. PRS will obtain electronic access to non-public information relating to CLIENT and CLIENT’s property by providing a copy of this Agreement to the entity that manages electronic databases containing such information. PRS agrees that it will only use the non-public information in these databases in order to perform the Services. PRS reviews the information on the electronic databases and does not download or copy information from the databases into its own information systems or paper files.

PRS affirms that it does not need to create or maintain custody of personally identifiable information that must be safeguarded under applicable law in order to perform the Services. Personally identifiable information includes the following: dates of birth, phone numbers, emails and account numbers of individuals, social security numbers, medical information, or information commonly used in identity theft. To the extent PRS reviews such information in the electronic databases, PRS shall not make any record of such information and shall maintain the confidentiality of such information.

Notwithstanding the above, PRS will maintain contact information, checks, and other banking information from responsible third parties and their insurance carriers. PRS shall safeguard such information as it safeguards its own financial account information and shall keep the information confidential.

PRS will not accept credit card payments from responsible third parties and will not maintain any payment card information as a result of this Agreement.

Open Records Act Compliance. If disclosure of information covered by this Agreement is required pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient may make the required disclosure provided that the recipient must, if permitted by law, advise the other party promptly of the request for disclosure and cooperate with the other party in responding to it. The parties shall clearly identify any document or types of documents submitted to each other that include trade secrets and submit an affidavit with respect to such documents in accordance with O.C.G.A. § Section 50-18-72(a)(34). The parties will follow the provisions of the O.C.G.A. § 50-18-72(a)(34) with respect to any requests under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et. seq.) for such documents.

4. Term

This Agreement shall be effective on the Effective Date and shall continue for three years unless terminated by either Party in accordance with the Termination provisions of this Agreement. This Agreement shall be renewed automatically under the updated terms and conditions negotiated between the Georgia Municipal Association and PRS and provided by PRS to Client at least ninety (90) days prior to the end of the three-year term, unless otherwise terminated in accordance with the Termination

provisions or unless either Party notifies the other in writing at least sixty (60) days prior to the end of the term of a desire not to renew.

5. Indemnification

To the extent permitted by Georgia law, CLIENT shall indemnify, defend, and hold harmless PRS and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from CLIENT's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

PRS shall indemnify, defend, and hold harmless CLIENT and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from PRS's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

6. Insurance

PRS shall maintain, throughout the term of this Agreement, at its own expense comprehensive general liability insurance that includes contractual liability, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and professional liability (errors & omissions) insurance with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Said insurance policies shall cover all activities performed by PRS, its agents, officers, and employees under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT.

During the term of this Agreement, PRS shall fully comply with worker compensation laws. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies insuring against any liability PRS may have for worker's compensation if such a policy is required by law.

7. Federal Work Authorization Affidavit

PRS performs services for CLIENT as a result of this Agreement and compensation for services may exceed the minimum set forth in O.C.G.A. Section 13-10-91, as amended from time to time. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, PRS will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). PRS shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.3** to this Agreement, or a similar affidavit that meets the requirements of the law.

If PRS subcontracts any services described in this Agreement, PRS shall require the subcontractor to attest to its compliance with O.C.G.A. Section 13-10-91, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.4** or a similar subcontractor affidavit that meets the requirements of the law. PRS shall maintain any completed affidavit and make a copy of it available to CLIENT upon request. PRS shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

8. Notices

All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt

or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

CLIENT:

[Name of Primary Contact at CLIENT – First Last, Title]

[Physical Address of CLIENT]

[Email of Primary Contact at CLIENT]

[Phone Number of Primary Contact at CLIENT]

PRS:

Peachtree Recovery Services, Inc.
Todd Rhoad
Vice President
7778 McGinnis Ferry Road #306
Suwanee, GA 30024
(678) 230-7594
todd.rhoad@peachtreers.com

9. Termination

a. Termination by CLIENT.

Termination for Cause. CLIENT shall have the right to terminate this Agreement: if PRS commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach and CLIENT's intention to terminate the Agreement unless cured.

Termination for Convenience. CLIENT may terminate this Agreement for convenience with thirty (30) days written notice to PRS.

b. Termination by PRS.

PRS may terminate this Agreement for any reason with one hundred twenty (120) days prior written notice to CLIENT.

c. Effect of Termination.

Upon receipt of notification that this Agreement will be terminated, PRS shall notify the primary contact at any governmental entity that manages access to non-public databases of the date of the termination. Then PRS shall take all other necessary steps to terminate the access to such databases that was granted to PRS solely as a result of this Agreement.

Upon receipt of notification that this Agreement will be terminated, PRS will notify all contacts for open claims of the date the Agreement will terminate and provide instructions for the contact to communicate directly with CLIENT about the open claims after that date.

If PRS receives a payment for a claim after the termination date, PRS shall forward the entire payment to CLIENT without deducting any amount from the payment.

No later than one hundred twenty (120) days after the termination date, PRS shall provide CLIENT an electronic copy of all documents PRS developed or maintained on behalf of CLIENT in order to provide the Services.

10. Survival

The terms of the following Sections shall survive any termination of this Agreement:

Ownership and Use of Work Product

Confidential Information

Indemnification

Notices

Effect of Termination

Miscellaneous (Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries, Records Maintenance, Retention and Audit)

11. Miscellaneous

- a. Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- b. Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in the county in which CLIENT is located and the parties hereby consent to the jurisdiction of such court.
- c. Dispute Resolution.
 - i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.
 - ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.
- d. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- e. Excused Performance. Neither CLIENT nor PRS shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which PRS is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in

part by CLIENT, provided however, that CLIENT notifies PRS in writing within ten (10) business days of discovering such delays.

- f. Records Maintenance, Retention and Audits. PRS shall maintain all records pertaining to this Agreement until the earlier of the date PRS delivers an electronic copy of such records to CLIENT or five years after termination of this Agreement. PRS's accounting procedures and practices shall conform to generally accepted accounting principles. Upon the request of CLIENT after reasonable notice to PRS, PRS shall make available to CLIENT such records as may be necessary to enable CLIENT to conduct an audit to assure that the appropriate fees have been charged to CLIENT.

Authorized representatives of CLIENT may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. If CLIENT desires to conduct an audit of all or a portion of claims filed on behalf of CLIENT and the amounts paid to CLIENT, it may do so after providing thirty (30) days written notice to PRS. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of CLIENT for inspection and review at all reasonable times in the general offices of CLIENT or the office of PRS as determined by CLIENT. PRS shall correct, at its expense, any errors in its work. If any errors result in additional amounts due to CLIENT, PRS shall forward such additional amounts to CLIENT promptly.

- g. Subcontracting Performance of Services. PRS may subcontract with engineers, experts and others to provide assistance to PRS in the valuation of claims without first obtaining CLIENT's written consent. PRS may subcontract the performance of other portions of the Services only with CLIENT'S prior written consent.
- h. Assignment of Agreement. PRS shall not assign this Agreement.
- i. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.
- j. No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- k. Changes in PRS Organization. PRS shall notify CLIENT in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact CLIENT, including payments to PRS, and PRS shall identify how these impacts to CLIENT will be mitigated.
- l. Drug-Free Workplace. PRS certifies that a drug-free workplace will be provided for PRS's employees during the performance of this Agreement.
- m. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute one Agreement.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

The City of Jonesboro, Georgia (CLIENT)

Peachtree Recovery Services, Inc. (PRS)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A.1

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged CLIENT property claims through online review of police reports and referrals, determine through various means the third party responsible for the damage, and invoice and collect from the third party or the third party's insurance carriers on CLIENT property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the third party responsible for the damage, identification of the third party's insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.
2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation.
3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. The City of Jonesboro ("CLIENT") is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs. PRS shall never engage an attorney or file a legal action on behalf of CLIENT.
4. Non-litigation. Except when CLIENT's insurance carrier is or will be involved with a loss, PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release third parties from claims for property damage owed to CLIENT, so long as the amount of recovery to be paid in settlement will be 75% or more of the base damages (the amount billed minus any charged Administrative Fees and Expenses), and to execute such documents that are necessary to its exercise of this authority. If the amount of recovery to be paid in settlement will be less than 75% of the base damages amount, PRS shall obtain written approval from CLIENT to perform any such tasks. If CLIENT's insurance policy requires the claim to be subrogated to the

insurance carrier or requires the amount received to be returned to the insurance carrier, PRS shall obtain written approval from CLIENT to perform any such tasks.

5. Recovery of claims less than three thousand dollars (\$3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as “further efforts not warranted,” provided that PRS shall promptly notify CLIENT of any decision to close such claim, and, thereafter, CLIENT shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then the claim will remain open for an additional ninety (90) days.

B. Monitoring and Assessment of Damages

PRS shall monitor electronic databases containing non-public CLIENT information for damage to CLIENT’s roads and facilities. PRS generally shall use its own data to estimate costs for all property damage. However, if PRS does not have appropriate data to make an assessment, CLIENT will assist PRS as needed to determine the costs of damage. PRS maintains relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. CLIENT vehicles and off road equipment except totaled vehicles and equipment

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible third parties
3. Identify available insurance coverage maintained by the responsible third party/ies
4. Identify the specific damage to property and potential return
5. File any insurance claims with the third party's insurance carrier and pursue the maximum recovery available for the CLIENT
6. Support queries and inquiries about submitted claims
7. Interact with CLIENT offices of [enter departments, such as Safety and Legal Services] as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as their insurance companies) regarding:
 - a. Payment process for non-insured motorists
 - b. Legal actions against responsible parties
 - c. Court Appearances

D. Documentation

PRS shall prepare the following:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

1. PRS shall provide electronic Monthly Reporting in a form similar to the report attached as Exhibit A.2 to the Agreement, which shall include on a per-claim basis, the total amount requested on behalf of CLIENT, the portion of that amount that was a Charged Administrative Fee, the portion of that amount that was an Expense, a description of the Expense, the amount recovered, the date of receipt, the amount compromised in settlement, the amount retained by PRS as a Paid Administrative Fee or Reimbursed Expense, and the amount forwarded to CLIENT.

F. Administration Fee

PRS may add to the damage claim filed a reasonable fee of no more than five hundred dollars (\$500.00) for any claim for which the third party's insurance carrier has additional requirements during negotiations ("Charged Administrative Fee.") A Paid Administrative Fee means an Administrative Fee or a portion of an Administrative Fee that was fully paid by the third party's insurance carrier as part of the damages "on top" of the base damage claim, and therefore may be deducted from the amount recovered and may be retained by PRS. For example, if PRS submits a damage recovery claim in the amount of \$4,500.00, which includes a base recovery claim of \$4,000.00 plus a Charged Administrative Fee of \$500.00, and the responsible third party pays the entire \$4,500.00, then the \$500.00 is a Paid Administrative

Fee. PRS will deduct the \$500.00 from the amount recovered and use \$4,000 as the recovery amount when calculating the percentage due to CLIENT. In contrast, if the responsible third party pays only \$4,000.00, there is no Paid Administrative Fee and PRS will use the entire amount recovered (\$4,000.00) when calculating the percentage of the recovery amount due to CLIENT.

G. Expenses and CLIENT Litigation Costs

- a. PRS Charged Expenses. PRS may incur reasonable expenses in performing the Services, such as expenses for structural engineering or technical certified expert reports, and may add the amount of those expenses to the damage claim filed. Such expenses are “PRS Charged Expenses.”
- b. PRS Reimbursed Expenses are the entire PRS Charged Expense or a portion of the PRS Charged Expense that was paid by the third party as part of the damages “on top” of the base damage claim. PRS will deduct Reimbursed Expenses from the amount recovered and retain them, and will not include the amount of Reimbursed Expenses when calculating the percent of the recovery amount to forward to CLIENT. For example, if PRS incurs an Expense of \$50.00 when preparing a \$4,000.00 claim, PRS will request \$4,050.00 from the responsible third party, with \$50.00 being the PRS Charged Expense. If the responsible third party pays \$4,050.00, the \$50.00 is a Reimbursed Expense. PRS will keep the \$50.00 and use \$4,000.00 when calculating the percentage of recovery amount due to CLIENT. In contrast, if the third party pays only \$4,000.00, PRS will not receive reimbursement for the expense and will calculate the amount due CLIENT on the entire amount received.
- c. CLIENT Litigation Costs. CLIENT is responsible for all costs of litigation, including costs related to preparation of documents, depositions and court reported or recorded statements, expert witness fees, and attorneys’ fees. CLIENT will include such costs in the litigated claim for damages. When the litigated claim is settled outside of court or resolved in court, the recovery amount first will be reduced by the amount of CLIENT’s Litigation Costs before the remainder of the recovery amount is allocated between the Parties. If PRS receives the payment, PRS will forward to CLIENT the entire amount of CLIENT’s Litigation Costs and CLIENT’s portion of the remaining recovery amount to which CLIENT is entitled. If CLIENT receives the recovery amount directly, CLIENT will retain the entire amount of CLIENT’s Litigation Costs and will forward to PRS the portion of the remaining recovery amount to which PRS is entitled.

Duties of CLIENT

A. Required Claims Referral When Damage is not Covered Under CLIENT's Insurance Policy

1. To prevent duplication of efforts, CLIENT shall refer all Property Damage (Third Party Responsible) claims in excess of one hundred dollars (\$100) that are not covered under the CLIENT's insurance policy to PRS or notify PRS in writing of its decision to pursue a claim on its own. CLIENT will refer such claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for such claims under one hundred dollars (\$100).
2. Claims referred to PRS by CLIENT under this subsection generally cannot be recalled by CLIENT prior to the expiration of 12 months. However, if CLIENT desires to cancel the claim, CLIENT may notify PRS that the claim is cancelled and PRS shall no longer pursue it.

B. Permitted Claims Referral When Damage is Covered Under CLIENT's Insurance Policy

1. CLIENT is solely responsible for filing claims with its own insurance carrier as it desires. Such claims include claims related to property damage caused by a third party that are covered by the insurance policy.
2. CLIENT may, but is not required, to refer Property Damage (Third Party Responsible) claims that are covered under the CLIENT's insurance policies to PRS as an alternative to filing such claims with the CLIENT's insurance policy, or in addition to filing such claims with the CLIENT's insurance policy.
3. Once CLIENT has referred a claim to PRS, the CLIENT generally may not recall the claim prior to the expiration of 12 months. However, if CLIENT has submitted a claim for damages to its insurance carrier and the carrier has not denied coverage for the claim, the CLIENT may recall the claim at any time in order to comply with the requirements of its insurance policy. PRS will have no rights to recoveries or fees for a claim paid by CLIENT's insurance carrier or for which CLIENT's insurance carrier has rights of subrogation.
4. If CLIENT's insurance carrier has paid CLIENT for a loss that includes PD3 losses for which PRS has obtained a recovery, CLIENT is solely responsible for notifying its insurance carrier of the recovery and complying with the reimbursement provisions of the insurance policy.

C. Cooperation

CLIENT shall appoint a primary contact who will receive monthly reports, provide guidance to PRS about property valuations when necessary, approve or arrange for the approval of settlements as necessary, and otherwise provide reasonable assistance to PRS in the performance of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A.2

Sample Monthly Report

Date of Accident	Police Report #	PRS File #	Damaged Property	Claim Status	Total Requested	Date Requested	Charged Admin Fee	PRS Charged Expense	Expense Description	Client Litig. Costs	Total Recovered	% Recovered	Date of Receipt	Net Amount Recovered (after deduction of Paid Administrative Fees, Reimbursed Expenses, Client Litig. Costs)	Amount Due to Client	Number of Days to Recover

Attachment: Peachtree Recover Services - Participant Model Agreement (1383 : Peachtree Recovery -

Exhibit A.3**SERVICE PROVIDER E-VERIFY COMPLIANCE AFFIDAVIT**

By executing this affidavit, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the City of Jonesboro, Georgia, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by O.C.C.A. §13-10-91(b). The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Service Provider:

Project:

Peachtree Recovery Services, Inc.

**Property Damage (Third Party Responsible)
Recovery Services**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, in _____ (city), _____ (state).

BY: Service Provider Authorized Officer or Agent

Date

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

Exhibit A.4

**SERVICE PROVIDER SUBCONTRACTOR
E-VERIFY COMPLIANCE AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the **Peachtree Recovery Services, Inc.**, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20 __, in _____ (city), _____
(state).

BY: Subcontractor Authorized Officer or Agent Date

Printed Name and Title of Authorized Officer or Agent


SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____

Notary Public

My Commission Expires

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # - 6
		COUNCIL MEETING DATE April 1, 2019
Requesting Agency (Initiator) Office of the City Manager	Sponsor(s)	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Discussion regarding fee waiver as requested by Chairman Turner for the annual Sip & Sounds event to be held at Lee Street Park on June 13 th , June 27 th , July 11 th and August 8 th .		
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 Recreation, Entertainment and Leisure Opportunities		
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> The attached application is for a fee waiver for Chairman Turner's annual Sip & Sounds Event. Per the application, the events are slated to be held on June 13 th , June 27 th , July 11 th & August 8 th . The timeframe for the event is from 6:30 p.m. until 9:00 p.m. Several different live bands are featured at each show. As per communication with the applicant, the County would be responsible for all details pertinent to the event to include talent acquisition, sound, security, etc. No additional City Staff time is required. The City would handle the procurement of any vendors and ensure proper licensing. In addition to the food vendors, an alcohol sub-permit license would also be required and issued by the City of Jonesboro. The events were held in Lee Street Park last year and were a positive attraction for Lee Street Park and handled with no incident. The City Manager is recommending approval of the fee waiver with the following conditions: <ul style="list-style-type: none"> County must provide insurance listing the City of Jonesboro as additional insured Proper steps must be taken to mitigate trash County is responsible for all security at event. 		
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>		
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> <ul style="list-style-type: none"> Lee Street Park - Sip and Sounds 		
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval		

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Ricky L. Clark, City Manager	Date April, 1, 2019	
Signature	City Clerk's Office	



CITY OF JONESBORO

124 North Avenue
Jonesboro, Georgia 30236
www.jonesboroga.com

RECEIVED

MAR 07 2019

Office of the City Manager

APPLICATION FOR USE OF LEE STREET PARK

"OFFICE OF THE CITY MANAGER"

- ✓ Please print legibly or type and fill out form completely.
- ✓ Submit application and pay all fees at least 30 days prior to use.
- ✓ Make payment by Credit Card, Cash or Cashier's Check payable to *City of Jonesboro*.
- ✓ If applicable, attach a copy of the Certificate of Liability naming the City as an additional Insured, Temporary Sales License, Liquor Liability Insurance, Food Handlers Permit.

Area(s) Requested

(Please Check)

Large Amphitheater ☒
 Small Amphitheater ☐
 Market Area ☐
 Pavilion ☐

APPLICANT INFORMATION

Organization Name (If Applicable)	Person Responsible for Reservation	
	Jeffrey E. Turner	
Address: 112 Smith Street	Home Phone #:	Other Phone #: 770-472-8122
City/Zip Code: Jonesboro 30236	Email Address: Jeff.turner@claytoncountygga.gov	

RESERVATION INFORMATION

Day of Week (circle): M T W **TH** F S SU REQUESTED DATE: 03-7-19
June 13, June 27, July 11, July 25, August 8

Reservation - START TIME: 3 AM/PM (including set-up) END TIME: 11 AM/PM (including clean-up)

Event Name: Sip and Sounds Total Expected Attendance: 500

Contact Person on Day of Event: Jeff Turner Contact # on Day of Event: 404-4161825

Type of Activity:
☐ Birthday Party ☐ Company Picnic ☒ Concert ☐ Fundraiser ☐ Wedding ☐ Other _____

This event will be: (check all that apply)
☐ Closed to the public/invited guest only ☒ Open to the public ☐ Generating Sales (i.e. admission fees, concessions, or entry fees)

☒ Use of Electricity

Please indicate any other special assistance from our Public Works Department you will need (ex. Extra garbage receptacles, etc.):

Attachment: Lee Street Park - Sip and Sounds (1384 : Lee Street Park - Sip and Sounds)

Are there any entertainment features related to your event? ☐ No ☐ Yes*

* Number of Performers: TBD Performer Name(s) _____ Performance Type: _____

Will sound amplification be used? ☐ No ☐ Yes*

* Start Time: 630pm End Time: 10pm Describe Sound equipment used: _____

Will you be erecting and using any tents or other temporary equipment? ☐ No ☐ Yes*

*Describe Equipment used: _____

Will you request any street closures or alterations? ☐ No ☐ Yes* (Time of Closure or Alteration: _____ AM/PM to _____ AM/PM)

*Location/Affected Street: _____

Does your event involve the use of alcoholic beverages? ☐ No ☐ Yes*

*Please check all that apply: ☐ Free/Host Alcohol ☐ Alcohol Sales ☐ Host & Sales ☐ Beer ☐ Wine

Provide the name of the licensed bartender/caterer to serve the alcoholic beverages.

*Name of Caterer/Licensed Bartender: TBD Liquor License #: _____

If your event includes the use of alcohol on City Property, Host Liquor Liability Insurance of at least \$1,000,000 per occurrence is required. For alcohol sales, you must also obtain a City of Jonesboro Temporary Sales License and an approved City Alcohol Permit. To serve alcohol, you must also obtain an approved City Alcohol Permit.

Will Food and/or refreshments be served? ☐ No ☐ Yes*

*What type of food and/or refreshments will be served? _____

Will you be hiring a caterer to serve food? ☐ No ☐ Yes*

*Caterer Name: _____ Address: _____ Contact #: _____

Will food and/or refreshments be sold? ☐ No ☐ Yes*

*What type of food and/or refreshments will be sold? _____

Who will prepare the food being served? ☐ Caterer* ☐ Other: Food trucks

*Does the caterer have a current Food Handlers Permit? ☐ No ☐ Yes

FOR OFFICE USE ONLY

A copy of the following supplement documents are required:

<input type="checkbox"/> Proof of Liability Insurance -	Due Date: _____	Received On: _____
<input type="checkbox"/> Proof of Host Liquor Liability Insurance -	Due Date: _____	Received On: _____
<input type="checkbox"/> City Approved Alcohol Permit -	Due Date: _____	Received On: _____
<input type="checkbox"/> Jonesboro Temporary Sales License -	Due Date: _____	Received On: _____
<input type="checkbox"/> Current Food Handlers Permit -	Due Date: _____	Received On: _____

NOTE: All required documents must be submitted to the City at least 30 days prior to reservation date for the reservation to be confirmed.

FOR OFFICE USE ONLY

Fee Computation: *Office Use Only*

Refundable Deposit: \$ _____

Cleaning Fee: \$ _____

Security Fee: \$ _____

Amphitheatre: _____ hrs. @ \$ _____ per hour: \$ _____

Small Amph.: _____ hrs. @ \$ _____ per hour: \$ _____

Pavilion: _____ hrs. @ \$ _____ per hour: \$ _____

Market Area : _____ hrs. @ \$ _____ per hour: \$ _____

Other _____ : \$ _____

Total Amount Due: \$ _____Payment Information: *Office Use Only*☐ Cash ☐ Check # _____ ☐ Visa ☐ M/C ☐ Discover

Cardholders Name: _____

Card Number: _____ Expires: _____

☐ Refundable Deposit paid on: _____☐ Remaining amount of \$ _____ is due by: _____☐ All Fees paid on: _____

I have evaluated the application and in accordance with the City of Jonesboro's policies, this application is:

☐ Approved for use ☐ Denied for Use

Comments/Notes: _____

Authorized by : _____ Title: _____ Date of Approval: _____

LEE STREET PARK AMPHITHEATRE / PAVILION RENTAL PACKET

"OFFICE OF THE CITY MANAGER"

STATEMENT OF USER RESPONSIBILITY

For Lee Street Park Rental

PARK USE

In consideration for the use of the City of Jonesboro Park Areas and Facilities, all users agree to the following:

1. The user assumes entire responsibility and liability for losses, damages and claims arising out injury or damage to the user's display, equipment and other property brought onto the premises of the City facility reserved and shall indemnify and hold harmless the City from any and all such losses, damages and claims arising out of such use.
2. Any group sponsoring or using a City-owned facility assumes all liability for any accidents that occur during the scheduled reservation time of the facility.
3. The user shall be responsible for the conduct of the participants attending the activity/event, with regard to the control and containment of litter, and for any damage to the premises beyond ordinary wear and tear.
4. Amplified music or other amplified sound is not allowed to be played at a volume that causes a nuisance for the area. No sound shall be permissible after 10:30 pm.
5. The user shall conduct all activities on the premises in accordance with any applicable federal, state, or local laws, ordinances and rules, including all park regulations, and shall comply with the requirements stated in the "Lee Street Park Amphitheater Rental Packet."
6. If approval is granted to the user to bring in any special portable devices (i.e., Bounce House) for use in conjunction with the reservation, the reserving party must submit a letter releasing the City of liability and must also post a sign at the device during the reservation time that the device is not the City's and the City is not responsible. However, if your event consists of more than 100 people, the authorized user shall submit a Certificate of Liability insurance in the amount of at least \$1,000,000 per occurrence, naming the City of Jonesboro as an additional insured, no later than 30 days prior to the event.
7. It is unlawful for any person to use fireworks, firecrackers, explosives of any kind in any park.
8. The park rules require that you promptly remove any dog waist deposited on public or private property.
9. The park rules require that all dogs be leashed and barking must not become a nuisance.
10. No motorized vehicles are allowed in the park except in areas approved for such use.
11. No person may move any City owned equipment and/or supplies without written permission from the Director of Public Works.

The undersigned hereby makes application to the City of Jonesboro for use of the facility described above and certifies that the information given in the application is correct. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe the rules/regulations & policies/procedures of the City of Jonesboro. The applicant agrees to exercise the utmost care in the use of the premises and property and to defend and hold the City of Jonesboro harmless from all liability resulting from the use of said facilities. The applicant further agrees to reimburse the City of Jonesboro for any damage arising from the applicant's use of said facilities. The applicant signing this agreement will be considered the responsible party in case of damage, theft, or disturbances during the usage period. Applicant further agrees to pay any and all court costs, attorney fees and other fees related to the collection of damages for said facility including insufficient funds payment, stop payment or any other refusal to pay.

I have read, understand, and accept all procedures and regulations placed upon me for the rental of the listed rental location. I further acknowledge that I am 21 years of age or older and I understand that failure to comply with the established facility use guidelines (and within the established time frames), puts my meeting or event at risk of cancellation.

Jeffrey E. Turner (Print Name)  (Sign Name) 03/07/19 (Date)

 (Notary Public)





CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.7

- 7

COUNCIL MEETING DATE
April 1, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Discussion regarding the following appointment to the Jonesboro Beautification Commission:

- **Cindy Haire – (151 Dixon Street)** – to fill the unexpired term of Precious Douse. Term to expire, October 10, 2020.

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.)

In 2016, the Jonesboro Mayor & Council ratified action to create the Jonesboro Beautification Commission. The Beautification Commission shall be noncommercial and nonpartisan.

The purpose of the Beautification Commission is to assist the City Council in the preservation and maintenance of the overall appearance of the City of Jonesboro. To implement this purpose, an informal program with a relaxed atmosphere will be provided and the following duties are imposed upon the Beautification Commission:

- (a) To conduct public meetings concerning issues and matters related to the appearance of the City of Jonesboro; and
- (b) To receive, review and/or make recommendations to the City Council on matters pertaining to the overall appearance of the City of Jonesboro.

Initially, there were seven (7) members appointed to the Commission – comprising six residents and one staff member. To date we have had two people to tender resignations. After conducting interviews with those that submitted applications to serve on the Beautification Commission, we are hereby recommending that the following be appointed with the following terms:

- **Cindy Haire – (151 Dixon Street)** – to fill the unexpired term of Precious Douse. Term to expire, October 10, 2020.

The Beautification Commission meets the 4th Monday of each month at 5:30 p.m.

Fiscal Impact

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

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

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 1, 2019

Signature

City Clerk's Office

•

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

Approval



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.8

- 8

COUNCIL MEETING DATE

April 1, 2019

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Discussion regarding the City of Jonesboro Rules of Procedure for Elected Officials.

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

Innovative Leadership

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.)

Prior to the 2019 Strategic Planning Retreat, it was requested that Staff draft Rules of Procedure for City Councilmembers. Per Section. 2.19 of the Jonesboro City Charter, it references and provides for the adoption of city council rules of procedure. The Rules of Procedure are designed to describe the manner in which Council members should treat one another, city staff, constituents, and others they come into contact with in representing the City of Jonesboro. It reflects the work of the City Council with defining more clearly the behavior, manners, and courtesies that are suitable for various occasions.

The constant and consistent theme through all of the conduct guidelines is "respect." Council members experience stress in making decisions that impact the lives of the citizens. At times, the impacts of the entire community must be weighed against the impact of only a few. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Council members to do the right thing in even the most difficult situations.

The first read of the attached Rules of Procedure were at the 2019 Strategic Planning Retreat. As per that reading, there were changes requested (highlighted).

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.)*

- City Council - Rules of Procedure

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 1, 2019

Signature

City Clerk's Office

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

Approval



RULES OF PROCEDURE FOR ELECTED OFFICIALS

Adopted by City Council

Resolution No.

First Read - February 28, 2019

Second Read – April 1, 2019

City of Jonesboro

Rules of Procedure for Elected Officials

The Three R's of Jonesboro Government Leadership: Roles, Responsibilities and Respect

The City Charter provides detailed information on the roles and responsibilities of Council members, the Mayor Pro-Tem, and the Mayor. The City's Code of Ethics provides guidance on ethical issues and questions of right and wrong. Until now, what has not been clearly written down is a Code of Conduct for Jonesboro's elected officials.

These Rules of Procedures are designed to describe the manner in which Council members should treat one another, city staff, constituents, and others they come into contact with in representing the City of Jonesboro. It reflects the work of the City Council with defining more clearly the behavior, manners, and courtesies that are suitable for various occasions. The City Council also considered a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The contents of this Code of Conduct includes:	Page
• Overview of Roles & Responsibilities	2
• Policies & Protocol Related to Conduct	3
• Council Conduct with One Another	4
• Council Conduct with City Staff	5
• Council Conduct with The Public	7
• Council Conduct with Other Public Agencies	8
• Council Conduct with Boards and Commissions	9
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• Sanctions	10
• Principles of Proper Conduct	11
• Checklist for Monitoring Conduct	12
• How Governing Body Members Can Govern Better	13
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The constant and consistent theme through all of the conduct guidelines is "respect." Council members experience stress in making decisions that impact the lives of the citizens. At times, the impacts of the entire community must be weighed against the impact of only a few. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Council members to do the right thing in even the most difficult situations.

Overview of Roles & Responsibilities

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Jonesboro City Charter, Jonesboro Municipal Code and in the Handbook for Municipal Elected Officials, published by the Colorado Municipal League.

MAYOR

- Elected “at-large” for a four-year term (Jonesboro City Charter, Section 2.5)
- Recognized as the Chief Executive of the City (Jonesboro City Charter, Section 2.27)
- Preside over meetings of the City Council (Jonesboro City Charter, Section 2.54)
- Has the right to vote upon any question before the council, and in the case of a tie shall cast the deciding vote, unless his vote created the tie (Jonesboro City Charter, Section 2.28)
- Shall in no case have the power to veto
- Executes and authenticates legal instruments requiring signature
- Leads the Council into an effective, cohesive working team.

MAYOR PRO-TEM

- Elected by the City Council at the January council meeting each year (Jonesboro City Charter, Section 2.28)
- Performs the duties of the Mayor if the Mayor is absent or disabled (Jonesboro City Charter, Section 2.28)

ALL COUNCILMEMBERS

All members of the City Council, including the Mayor and Mayor Pro-Tem, have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect.

All Council members should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
- Prepare in advance of meetings and be familiar with issues on the agenda
- Represent the City at ceremonial functions at the request of the Mayor
- Be respectful of other people’s time. Stay focused and act efficiently during public meetings.

- Serve as a model of leadership and civility to the community
- Inspire public confidence in Jonesboro government
- Provide contact information with the City Manager/Clerk in case of an emergency or an urgent situation arises while the Councilmember is out of town
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities

Policies & Protocol Related To Conduct

Ceremonial Events

Requests for a City representative at ceremonial events will be handled by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor Pro-Tem will be recommended to serve as the substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Council members at their homes are presumed to be for unofficial, personal consideration; however should be properly routed to City Hall.

Correspondence Signatures

Council members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings. City staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the City Manager or the appropriate City staff. If correspondence is addressed only to one Councilmember, that correspondence will be shared with the rest of the Council.

Endorsement of Candidates

Council members should refrain from endorsing candidates, including placement of signage in yards and Social Media, for any Council seats or other elected offices within Clayton County. It is inappropriate to mention endorsements during Council meetings or other official City meetings or functions.

Intergovernmental Relations

The Council values intergovernmental relations with neighboring communities and other entities. As a result, Councilmembers should make a concerted effort to attend scheduled meetings with other entities to further promote intergovernmental relations.

Legislative Process

The City generally follows Roberts Rule of Order for meeting management.

Public Meeting Hearing Protocol

The Mayor will open the public hearing. Staff will make the initial presentation. The applicant or appellant shall have the right to speak first. The Mayor will determine the length of time allowed for this presentation. Speakers representing pro points of view will be allowed to follow. Speakers representing opposing points of view will then follow. As a general rule of thumb, three minutes

are allowed for public comment during the Public Hearing period. The Mayor will then ask the Council if any issues need clarification before the public hearing is closed. The Mayor has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly.

Council members will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by Council members are not appropriate until after the close of the public hearing. Council members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Main motions may be followed by amendments, followed by substitute motions. Any Councilmember can call for a point of order. Only Council members who voted on the prevailing side may make motions to reconsider.

Travel Expenses

The purpose of this regulation is to establish the policies and procedures for Council members who travel on official City business either in-state or out-of-state. Such travel shall include attendance at conferences, seminars, and training sessions on behalf of the City. The City shall pay reasonable expenses for registration fees, lodging, meals, transportation, and all allowable miscellaneous expenses for the Council member only. All travel expenses will be handled in the same manner and consistent with the provisions within the City's Employee Handbook and as available budget allow.

Council Conduct with One Another

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

IN PUBLIC MEETINGS

- **Practice civility, professionalism and decorum in discussions and debate**

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Council members should conduct themselves in a professional manner at all times, including dress.

- **Honor the role of the Mayor in maintaining order**

It is the responsibility of the Mayor to keep the comments of Council members on track during public meetings. Council members should honor efforts by the Mayor to focus discussion on current agenda items. If there is disagreement about the agenda or the Mayor's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- **Avoid personal comments that could offend other Council members**

If a Councilmember is personally offended by the remarks of another Councilmember, the offended Councilmember should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Councilmember to justify or apologize for the language used. The Mayor will maintain control of this discussion.

- **Demonstrate effective problem-solving approaches**

Council members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

- **Be punctual and keep comments relative to topics discussed**

Council members have made a commitment to attend meetings and partake in discussions. Therefore, it is important that Council members be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discussed scheduled issues.

IN PRIVATE ENCOUNTERS

- **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the insecurity of written notes, voicemail messages, and e-mail**

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this e-mail message was forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

- **Even private conversations can have a public presence**

Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

Council Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- **Treat all staff as professionals**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

- **Limit contact to specific City staff**

Questions of City staff and/or requests for additional background information should be directed to the City Manager. The Mayor should be copied on or informed of any request.

Requests for follow-up or directions to staff should be made only through the City when appropriate. When in doubt about what staff contact is appropriate, Council members should ask the City Manager and/or Mayor for direction. Materials supplied to a Councilmember in response to a request will be made available to all members of the Council so that all have equal access to information.

- **Do not disrupt City staff from their jobs**

Council members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

- **Never publicly criticize an individual employee**

Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

- **Do not get involved in administrative functions**

Council members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

- **Check with City staff on correspondence before taking action**

Before sending correspondence, Council members should check with City staff to see if an official City response has already been sent or is in progress.

- **Do not attend meetings with City staff unless requested by staff.**

Even if the Councilmember does not say anything, the Councilmember's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

- **Limit requests for staff support**

All mail for Council members is distributed by the City Clerk or Assistant City Clerk.

Requests for additional staff support – even in high priority or emergency situations -- should be made to the City Manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.

- **Do not solicit political support from staff**

Council members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff.

Council Conduct with the Public

IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with care and gentleness**

Speaking in front of Council can be a difficult experience for some people. Some issues the Council undertakes may affect people's daily lives and homes. Some decisions are emotional. The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.

- **Be fair and equitable in allocating public hearing time to individual speakers**

The Mayor will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three-minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Council requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Mayor reopens the public hearing for a limited and specific purpose.

- **Give the appearance of active listening**

It is disconcerting to speakers to have Council members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

- **Ask for clarification, but avoid debate and argument with the public**

Only the Mayor – not individual Council members -- can interrupt a speaker during a presentation. However, a Councilmember can ask the Mayor for a point of order if the speaker is off the topic or exhibiting behavior or language the Councilmember finds disturbing.

If speakers become flustered or defensive by Council questions, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Council members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No personal attacks of any kind, under any circumstance**

Council members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

- **Follow parliamentary procedure in conducting public meetings**

The Mayor serves as the parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor, subject to the appeal of the full Council.

IN UNOFFICIAL SETTINGS

- **Make no promises on behalf of the Council**

Council members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (fix a pothole, remove a ticket, plant new flowers in the median, etc.).

- **Make no personal comments about other Council members**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council members, their opinions and actions.

- **Remember that despite its impressive daytime population figures, Jonesboro is a small community at heart**

Council members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Jonesboro. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Council Conduct with Other Public Agencies

- **Be clear about representing the City or personal interests**

If a Councilmember appears before another governmental agency or organization to give a statement on an issue, the Councilmember must clearly state:

- 1) if his or her statement reflects personal opinion or is the official stance of the City;
- 2) whether this is the majority or minority opinion of the Council. Even if the Councilmember is representing his or her own personal opinions, remember that this still may reflect upon the City as an organization.

If the Councilmember is representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint.

If the Councilmember is representing another organization whose position is different from the City, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Council members should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

- **Correspondence also should be equally clear about representation**

City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of the requested correspondence should be given to the City Manager to place on appropriate letterhead.

It is best that City letterhead not be used for correspondence of Council members representing a personal point of view, or a dissenting point of view from an official Council position.

Council Conduct With Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If attending a Board or Commission meeting, be careful to only express personal opinions**

Council members may attend any Board or Commission meeting, which are always open to any member of the public. However, if the Board or Commission is conducting a public hearing, the Councilmember shall remove themselves from the proceedings. Council members should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council. Also, a Councilmember's presence may affect the conduct of the Board or Commission and limit their role and function.

- **Limit contact with Board and Commission members**

It is inappropriate for a Councilmember to contact a Board or Commission member to lobby on behalf of an individual, business, or developer. Council members should contact staff in order to clarify a position taken by the Board or Commission.

- **Remember that Boards and Commissions serve the community, not individual Council members**

The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Council members, nor should Council members feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

- **Be respectful of diverse opinions**

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers must be fair and respectful of all citizens serving on Boards and Commissions.

- **Keep political support away from public forums**

Board and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Council members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

- **Inappropriate behavior can lead to removal**

Inappropriate behavior by a Board or Commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual is subject to removal from the Board or Commission.

Council Conduct with The Media

Council members may be contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go "off the record"**

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- **The Mayor and City Manager are the official spokespersons for the representation of the City's position.**

The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Sanctions

- **Public Disruption**

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

- **Inappropriate Staff Behavior**

Council members should refer to the City Manager any City staff who do not follow proper conduct in their dealings with Council members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.

• Council members Behavior and Conduct

City Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of the Code of Ethics or **Rules of Procedure** could lead to other sanctions as deemed appropriate by Council.

Council members should point out to the offending Councilmember infractions of the Code of Ethics or Code of Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Mayor Pro-Tem.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Council members, the alleged violation should be referred to the Mayor. The Mayor should ask the City Manager and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full Council to consider in a public meeting; or forming a Council ad hoc subcommittee to review the allegation; the investigation and its findings, as well as to recommend sanction options for Council consideration.

Principles of Proper Conduct

Proper conduct IS ...

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

Proper conduct IS NOT ...

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

It all comes down to respect

Respect for one another as individuals . . . respect for the validity of different opinions . . .
respect for the democratic process . . . respect for the community that we serve.

Checklist for Monitoring Conduct

- Will my decision/statement/action violate the trust, rights or good will of others?
 - What are my interior motives and the spirit behind my actions?
 - If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
 - How would my conduct be evaluated by people whose integrity and character I respect?
 - Even if my conduct is not illegal or unethical, is it done at someone else's painful expense? Will it destroy their trust in me? Will it harm their reputation?
 - Is my conduct fair? Just? Morally right?
 - If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
 - Does my conduct give others reason to trust or distrust me?
 - Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
 - Do I exhibit the same conduct in my private life as I do in my public life?
 - Can I take legitimate pride in the way I conduct myself and the example I set?
 - Do I listen and understand the views of others?
 - Do I question and confront different points of view in a constructive manner?
 - Do I work to resolve differences and come to mutual agreement?
 - Do I support others and show respect for their ideas?
 - Will my conduct cause public embarrassment to someone else?
-

How Governing Body Members Can Govern Better

The following items are taken from the Georgia Municipal Association Handbook for Municipal Elected Officials.

Governing is clearly more of an art than a science. There are no ultimate answers on how to govern; different approaches are to be expected, and probably desired. However, there do seem to be some fundamentals. The suggestions that follow range from practical, common sense fundamentals to those more philosophic and theoretical. These tips for successful and effective public service are intended to assist mayors, council members, and board trustees. While most suggestions relate to individual officers others apply to the governing body as a whole. These two applications, however, are interdependent - the capacity of a governing body to govern effectively is dependent on the collective capacities of at least a majority of its membership. These suggestions are not in any priority order, and not all are universally accepted. All of them, however, are worth consideration by anyone who would serve the public through an elective local office.

1. Learn all you can about your city, its history, its operation, its financing. Do your homework. Know your city ordinances. Dust off your comprehensive plan.
2. Devote sufficient time to your office and to studying the present and future problems of your community.
3. Don't bum yourself out on the little things but recognize that they are often important to the public. Save some energy - and time - for the important matters.
4. Don't act as a committee of one; governing a city requires team effort - practically and legally.
5. Don't let honest differences of opinion within the governing body degenerate into personality conflicts.
6. Remember that you represent all the people of your community, not just neighbors and friends. Be wary of personal experiences coloring your public decisions.
7. Take your budget preparation job seriously, for it determines what your city does or does not do for the coming year and will also influence what happens in future years.
8. Establish policy statements. Written policy statements let the public, and the city staff, know where they stand. They help the governing body govern, and writing them provides a process to develop consensus.
9. Make decisions on the basis of public policy, and be consistent. Treat similar situations similarly, and avoid favoritism.
10. Focus your attention on ways to prevent problems, rather than just trying to solve them as they occur. Filling potholes is one approach to governing; developing plans to prevent them is more important.

11. Don't be misled by the strong demands of special interest groups who want it done now, their way. Your job is to find the long-term public interest of the community as a whole, and you may be hearing from the wrong people.
12. Don't rush to judgment. Few final actions have to be taken at the first meeting at which they are considered. Avoid "crisis management."
13. Don't be afraid of change. Don't be content to just follow the routine of your predecessors. Charge your appointed officers and employees with being responsible for new ideas and better ways. Listen to what they have to say.
14. Don't give quick answers when you are not sure of the real answer. It may be embarrassing to appear ignorant, but it can be more embarrassing, and damaging, to tell a person something which is wrong.
15. As an individual, even if you are the mayor, don't make promises you can't deliver! Most decisions and actions require approval of the governing body, and this takes a majority vote.
16. Remember that you have legal authority as a governing body member only when the governing body is in legal session.
17. Don't spring surprises on your fellow governing body members or your city staff, especially at formal meetings. If a matter is worth bringing up for discussion, it's worth being on the agenda. Surprises may get you some publicity, at the embarrassment of others, but they tend to erode the "team" approach to governance.
18. Participate in official meetings with the dignity and decorum fitting those who hold a position of public trust. Personal dress and courteous behavior at meetings help create an environment for making sound public decisions.
19. Conduct your official public meetings with some formality, and follow rules of procedure. Have an agenda, and follow it. Most governing body members agree that formal meetings expedite the process and promote better decision making.
20. Don't be afraid to ask questions. It is one of the ways we learn. But do your homework by studying agenda material before meetings.
21. Vote yes or no on motions. Don't cop out by abstaining except when you have a conflict of interest. A pass does not relieve you of responsibility when some decision must be made.
22. Once a majority decision of the governing body has been made, respect that official position and defend it if needed, even if you personally disagreed.
23. Respect the letter and intent of the open meetings law, but also keep private and confidential matters to yourself. Don't gossip.
24. Retain competent, key employees, pay them well, trust their professional judgment, and recognize their authority and responsibilities.
25. Don't bypass the system! If you have a manager or other chief administrative officer, stick to policy making and avoid personal involvement in the day-to-day operations of the municipality. If you do not have an administrative officer, make


sure you have some management system that officers, employees, and the public understand.

26. Don't let others bypass the system. Insist that people such as equipment or service suppliers work with your city staff. If direct contact with governing body members is necessary, it should be with the governing body as a whole, or a committee, and not on a one-on-one basis.
27. Don't pass the buck to the staff or employees when they are only following your policies or decisions.
28. Don't always take no for an answer. The right question may be "How can we do this?" instead of "May we do this?" Be positive!
29. Learn to evaluate recommendations and alternative courses of action. Request that your staff provide options. Encourage imaginative solutions.
30. Avoid taking short-term gains at the expense of long-term losses. Be concerned with the long-term future of the city.
31. In determining the public interest, balance personal rights and property interests, the possible harm to a few versus the good of the many. Recognize that in some situations, everyone can't be a winner.
32. Remember that cities are for people! Be concerned with the total development - physical, economic, and social - of your community.
33. Don't act as if the city operates in a vacuum. Cities must work within the intergovernmental system to be effective. Keep in contact and cooperate with your federal, state, county, and school officials.
34. Know your neighbors. Get to know the officials of neighboring and similar size cities. Visit other cities, particularly those with a reputation of being well run.
35. Learn to listen - really listen - to your fellow governing body members and the public. Hear what they are trying to say, not just the words spoken.
36. Keep your constituents informed, and encourage citizen participation.
37. Be friendly and deal effectively with the news media. Make sure what you say is what you mean. Lack of good communication, with the media and the public, can be a major problem for municipal officials.
38. Remember that what you say, privately and publicly, will often be news. You live in a glass house. Avoid over-publicizing minor problems.
39. Expect, and respect, citizen complaints. Make sure that your governing body members and your city, have a way to deal effectively with them. Have a follow-up system.
40. Be careful about rumors. Check them out. Help squelch them when you know they are false.
41. Appoint citizen advisory committees and task forces when you need them, but be prepared to follow their advice if you use them.
42. Take care in your appointments to boards and commissions. Make sure they are willing and capable as well as representative of the whole community.

43. Never allow a conflict of interest to arise between your public duties and your private interests. Be sensitive to actions you take that might even give the appearance of impropriety.
 44. Pace yourself. Limit the number of meetings you attend. Set some priorities, including the need to spend time with your family. Recognize that life - and the city - is dependent on a lot of things you have little control over.
 45. Establish some personal goals and objectives. What do you want to help accomplish this year? Next year?
 46. Help develop some short-term and long-term goals and objectives for your city, and check your progress at least every six months,
 47. Similarly, help your city develop a vision of the future. Plan from the future to the present - no vision, no plan. One of the important purposes of a governing body is to establish a vision for the future.
 48. Focus on the future, and try to leave your city better than that which you inherited as a city officer.
 49. Be a leader, as well as part of the team of elected and appointed officials who were selected to make your city an even better place to live.
 50. At least once a year, schedule a governing body discussion about how you are governing. Review the processes and procedures. Sit back and ask, "How are we doing? How can we do things better?"
 51. Be enthusiastic about your public service and the privilege you have, and let the public know it. But maintain your sense of humor. Don't take yourself or the business of government so seriously that you don't enjoy it. It should be fun as well as a rewarding experience.
 52. Celebrate! Always focusing on problems and issues may lead you, the governing body, and the public, to believe that nothing positive ever happens. Good things do happen. Let the public share your successes.
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Glossary of Terms

attitude	The manner in which one shows one's dispositions, opinions, and feelings
behavior	External appearance or action; manner of behaving; carriage of oneself
civility	Politeness, consideration, courtesy
conduct	The way one acts; personal behavior
courtesy	Politeness connected with kindness
decorum	Suitable; proper; good taste in behavior
manners	A way of acting; a style, method, or form; the way in which things are done
point of order	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration
point of personal privilege	A challenge to a speaker to defend or apologize for comments that a fellow Councilmember considers offensive
propriety	Conforming to acceptable standards of behavior
protocol	The courtesies that are established as proper and correct
respect	The act of noticing with attention; holding in esteem; courteous regard

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # - 9
		COUNCIL MEETING DATE April 1, 2019
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 approval of Budget Amendment #19-03.		
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Any Amendments to the Approved Budget, Must be Ratified by Mayor & Council.		
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> No		
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> At the 2019 Strategic Planning Retreat, the Council provided consent to purchase a golf cart for City Hall due to the many events around the City. This budget amendment covers the cost of (1) 2019 Cushman Express L6. This cart comes with head and tail lights, brake lights, horn, 2" lift with SS alloy wheels with 23" tires and 116" top. Further, it comes with a 2 year warranty. Staff is requesting to redirect available funds from Line Item 57.9000 (Contingency) to cover the cost of this expense.		
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> \$10,240.00		
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> <ul style="list-style-type: none"> Budget Amendment 19-03 (Line Item Transfer- Golf Cart) Template Golf Cart Purchase - Quote 		
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval		

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Ricky L. Clark, City Manager	Date April, 1, 2019	
Signature	City Clerk's Office	

CITY OF JONESBORO

FY2019 BUDGET AMENDMENTS

 Amendment
Number

19-03

DEPARTMENT: ADMINISTRATION DATE: 03/22/19
 FUND: 100

TRANSFER FROM:

Dept.	Account Number	Account Name	Original Budget	Amended Budget	Net Change
1500	57.9000	Contingency	\$15,000.00	\$10,240.00	\$4,760.00

TRANSFER TO:

Dept.	Account Number	Account Name	Original Budget	Amended Budget	Total Change
1500	54.2200	Vehicle Purchase	\$0.00	\$10,240.00	\$10,240.00
		TOTAL CHANGE			\$10,240.00

JUSTIFICATION: At the 2019 Strategic Planning Retreat, the Council provided consent to purchase a golf cart for City Hall due to the many events around the City. This budget amendment covers the cost of (1) 2019 Cushman Express L6. This cart comes with head and tail lights, brake lights, horn, 2" lift with SS alloy wheels with 23" tires and 116" top. Further, it comes with a 2 year warranty.

Department Director: Ricky L. Clark, Jr. Date:	City Manager Recommend Approval: Yes / No Date:	Mayor's Approval Yes / No	City Council Meeting Date: Action: City Clerk:
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Quote for the City of Jonesboro
 2019 Cushman Express L6 (Made by EZ Go)

Part #	Description	Price
19CUSG	2019 Cushman Express L6. This cart comes	\$9,850.00
	standard with head and tail lights, brake	
	lights, horn, 2" lift with SS alloy wheels with	
	23" tires and 116" top. 2 year warranty	
611810	add turn signals	\$250.00
80-200	Split folding windshield	\$105.00
12-13858	Convex rear view mirror	\$32.00
delivery		N/C
	sub total:	\$10,237.00
	7% sales tax	N/A
	Total	\$10,237.00

Quote submitted by:
 Sam Black
 Jenco Golf Carts
 2247 Hwt 42
 Jenkinsburg, GA 30234
 Office: 770-775-6767
 email: samblack@jencogolfcarts.com