



**CITY OF JONESBORO**  
**Regular Meeting**  
**170 SOUTH MAIN STREET**  
**July 8, 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](mailto:rclark@jonesboroqa.com) should you need assistance.

**Agenda**

**I. CALL TO ORDER - MAYOR PRO TEM ALFRED DIXON**

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

**III. INVOCATION**

**IV. PLEDGE OF ALLEGIANCE**

**V. ADOPTION OF AGENDA**

**VI. PRESENTATIONS**

1. Presentation of the FY' 2018 Audit - Fulton-Kozak

**VII. PUBLIC HEARING**

1. Public Hearing regarding Conditional Use Permit Application #19-CU-004 for a gift shop / card store, by Kacey Frierson for property located at 242 Jonesboro Road (Parcel No. 12048A E001), Jonesboro, Georgia 30236.
2. Public Hearing regarding an Arts Gallery License for Arts Clayton to dispense alcoholic beverages only to patrons of the productions or performances at 136 South Main Street (art gallery), Jonesboro, Georgia 30236.
3. Public Hearing regarding a Conditional Use Permit Application 19-CU-005 for a multi-family apartment community, by Fayetteville Gingercake, LLC for property located along North Main Street, Fayetteville Road, and Tara Boulevard (Parcel Nos. 13210D B002, 13210D B007, and 13209C E003), Jonesboro, Georgia 30236.

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

**IX. MINUTES**

1. Consideration of the Minutes of the June 3, 2019 Regular Meeting.
2. Consideration of the Minutes of the July 1, 2019 Work Session.

**X. CONSENT AGENDA**

1. Council to consider the purchase of various equipment, building improvements & other items by the Jonesboro Police Department.
2. Council to consider a preliminary plat submittal for a major subdivision for House of Dawn at 192 South Main Street, Parcel Nos. 05241B B007 and 05241B B007A, Jonesboro, Ga. 30236.
3. Council to consider awarding bids submitted with regards to Request for Quotation #19-003, Demolition Services for the City of Jonesboro, Georgia concerning the demolition of single-family residential structures located at 101 Burnett Street (Parcel ID 13241A A009), 103 Burnett Street (Parcel ID 13241A A010), 152 Smith Street (Parcel ID 13241A A012), 175 Cloud Street (Parcel ID 05241B B017), and 206 Fayetteville Road (Parcel ID 13241A A003).
4. Council to consider Ordinance 2019-012 to amend the code of ordinances, City of Jonesboro, Georgia by amending various provisions of chapter 6 (alcoholic beverages and tobacco products) to authorize and regulate licensing for breweries, microbreweries and brewpubs; provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other lawful purposes.
5. Council to consider approval of a Professional Architectural and Engineering Services Agreement by and between the **CITY OF JONESBORO, GEORGIA** and **NELCO ARCHITECTURE, INC.** for the design and construction of the Jonesboro City Center.

**XI. OLD BUSINESS**

1. Council to consider Conditional Use Permit Application #19-CU-004 for a gift shop / card store, by Kacey Frierson for property located at 242 Jonesboro Road (Parcel No. 12048A E001), Jonesboro, Georgia 30236.
2. Council to consider Conditional Use Permit Application 19-CU-005 for a multi-family apartment community, by Fayetteville Gingercake, LLC for property located along North Main Street, Fayetteville Road, and Tara Boulevard (Parcel Nos. 13210D B002, 13210D B007, and 13209C E003), Jonesboro, Georgia 30236.
3. Council to consider an Arts Gallery License for Arts Clayton to dispense alcoholic beverages only to patrons of the productions or performances at 136 South Main Street (art gallery), Jonesboro, Georgia 30236.

**XII. NEW BUSINESS - NONE**

**XIII. REPORT OF MAYOR / CITY MANAGER**

**XIV. OTHER BUSINESS**

**XV. ADJOURNMENT**



**CITY OF JONESBORO  
REGULAR MEETING  
170 SOUTH MAIN STREET  
June 3, 2019 – 6:00 PM**

**MINUTES**

The City of Jonesboro Mayor & Council held their Regular Meeting on Monday, June 3, 2019. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

**AGENDA**

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

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

- III. **INVOCATION - LED BY ROBERT TAYLOR, SENIOR PASTOR OF SHILOH BAPTIST CHURCH**
- IV. **PLEDGE OF ALLEGIANCE**
- V. **ADOPTION OF AGENDA**

1. Motion to amend the agenda by adding the following items:

- **Under New Business Item No. 9** - Council to consider approval of a Subrecipient Agreement for use of Community Development Block funds between Clayton County and the City of and Jonesboro for the Mainstreet sidewalk enhancements.
- **Under New Business Item No.10** - Council to consider Ordinance 2019-010, allowing temporary licenses for business occupation and the sale of alcohol to be issued to business previously so licensed in Clayton County and now in the City of Jonesboro due to annexation pursuant to HB 654.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Ed Wise, Councilmember

**SECONDER:** Alfred Dixon, Councilmember

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

Minutes Acceptance: Minutes of Jun 3, 2019 6:00 PM (MINUTES)



2. Motion to adopt the agenda with aforementioned amendments.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Pat Sebo-Hand, Councilmember                 |
| <b>SECONDER:</b> | Ed Wise, Councilmember                       |
| <b>AYES:</b>     | Boak, Dixon, Lester, Powell, Sebo-Hand, Wise |

## VI. PRESENTATIONS - NONE

## VII. PUBLIC HEARING

1. Public Hearing regarding a Conditional Use Permit Application 19-CU-003 for to consider a Conditional Use Permit Application for a thrift store, by DeAnna Hurt for property located at 282 North Main Street (Parcel No. 13209C B011), Jonesboro, Georgia 30236.

|                |               |
|----------------|---------------|
| <b>RESULT:</b> | <b>CLOSED</b> |
|----------------|---------------|

At this time, Mayor Day opened the Public Hearing. DeAnna Hurt (applicant) was present to speak in favor of the proposed application. Given no further comments, the Public Hearing was duly adjourned.

2. Public Hearing regarding proposed text amendment 19-TA-006 to the City of Jonesboro Code of Ordinances, regarding revisions to Chapter 86, Zoning, Article VI – Conditional Uses.

|                |               |
|----------------|---------------|
| <b>RESULT:</b> | <b>CLOSED</b> |
|----------------|---------------|

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

3. Public Hearing regarding proposed text amendment 19-TA-007 to the City of Jonesboro Code of Ordinances, regarding revisions to Chapter 86, Zoning, Article XVII – Additional Conditional Uses.

|                |               |
|----------------|---------------|
| <b>RESULT:</b> | <b>CLOSED</b> |
|----------------|---------------|

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

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

**Dwight Hurt**, spoke in favor of the Conditional Use permit Application 19-CU-003, for the thrift store located at 282 North Main Street.

**Linda Pierce**, resident of 1010 Fifth Avenue, Jonesboro, Georgia 30236, addressed the council with questions concerning the recent annexation.

**Akina Sims**, resident of 7878 North Main Street, Apt. 69, Jonesboro, Georgia 30236, commended the City for doing a great job.

Minutes Acceptance: Minutes of Jun 3, 2019 6:00 PM (MINUTES)

## IX. MINUTES

1. Consideration of the Minutes of the May 13, 2019 Regular Meeting.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>ACCEPTED AS AMENDED</b> with following correction: Under Old Business, Item No. 10 – Councilmember Dixon advised that he did not make the motion to deny the item regarding the trash receptacles at the Lee Street Park Basketball Court. <b>[UNANIMOUS]</b> |
| <b>MOVER:</b>    | Pat Sebo-Hand, Councilmember   |
| <b>SECONDER:</b> | Ed Wise, Councilmember   |
| <b>AYES:</b>     | Boak, Dixon, Lester, Powell, Sebo-Hand, Wise   |

## X. CONSENT AGENDA - NONE

## XI. OLD BUSINESS - NONE

## XII. NEW BUSINESS

1. Council to consider a Conditional Use Permit Application 19-CU-003 for to consider a Conditional Use Permit Application for a thrift store, by DeAnna Hurt for property located at 282 North Main Street (Parcel No. 13209C B011), Jonesboro, Georgia 30236.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED WITH FOLLOWING CONDITIONS [UNANIMOUS]</b><br>(1) No Overnight Display or Outdoor Storage or Display of Merchandise shall be permitted. (2) No Window display of items. (3) Limitation on the number of signage placed on the windows. |
| <b>MOVER:</b>    | Pat Sebo-Hand, Councilmember  |
| <b>SECONDER:</b> | Ed Wise, Councilmember  |
| <b>AYES:</b>     | Boak, Dixon, Lester, Powell, Sebo-Hand, Wise  |

2. Council to consider a proposed text amendment 19-TA-006 to the City of Jonesboro Code of Ordinances, regarding revisions to Chapter 86, Zoning, Article VI – Conditional Uses.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Ed Wise, Councilmember                       |
| <b>SECONDER:</b> | Pat Sebo-Hand, Councilmember                 |
| <b>AYES:</b>     | Boak, Dixon, Lester, Powell, Sebo-Hand, Wise |

3. Council to consider a proposed text amendment 19-TA-007 to the City of Jonesboro Code of Ordinances, regarding revisions to Chapter 86, Zoning, Article XVII – Additional Conditional Uses.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Pat Sebo-Hand, Councilmember                 |
| <b>SECONDER:</b> | Billy Powell, Councilmember                  |
| <b>AYES:</b>     | Boak, Dixon, Lester, Powell, Sebo-Hand, Wise |

Minutes Acceptance: Minutes of Jun 3, 2019 6:00 PM (MINUTES)

4. Council to consider fee waiver for usage of Lee Street Park by the Douglas Brothers Foundation, Inc for their 10<sup>th</sup> Annual Back To School Bash Event to be held on August 3, 2019 from 11:00 a.m. to 2:00 p.m.

**RESULT:** **APPROVED WITH THE FOLLOWING CONDITIONS [UNANIMOUS]**  
 (1)The Douglas Brothers Foundation, Inc., will be required to obtain insurance listing the City of Jonesboro as additional insured. (2) Douglas Brothers Foundation, Inc. to provide detailed plan for parking, logistics, etc.  
**MOVER:** Pat Sebo-Hand, Councilmember  
**SECONDER:** Alfred Dixon, Councilmember  
**AYES:** Boak, Dixon, Lester, Powell, Sebo-Hand, Wise

5. Council to consider an Intergovernmental Agreement between the Metropolitan Atlanta Rapid Transit Authority and the City of Jonesboro.

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

*Virgil Fludd, Assistant General Manager for Communications and External Affairs for Marta was present to provide an overview to the Council.*

6. Council to consider an Intergovernmental Agreement between Clayton County, Georgia and the City of Jonesboro for use of County Property for a City Garden.

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

7. Council to consider approval of performance license agreement by and between the American Society of Composers, Authors and Publishers (ASCAP) and the City of Jonesboro

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

8. Council to consider Budget Amendment #19-04 amending in \$119,277.00 in various revenues and appropriating necessary expenditures for insurance in departments

**RESULT:** **APPROVED [4 TO 2]**  
**MOVER:** Billy Powell, Councilmember  
**SECONDER:** Alfred Dixon, Councilmember  
**AYES:** Boak, Dixon, Lester, Powell  
**NAYS:** Sebo-Hand, Wise, Day

Minutes Acceptance: Minutes of Jun 3, 2019 6:00 PM (MINUTES)

9. Council to consider approval of a subrecipient agreement for use of Community Development Block Funds between Clayton County and the City of Jonesboro for Main Street sidewalk enhancements in the amount of \$247,699.00.

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

10. Council to consider Ordinance #2019-010 allowing temporary licenses for business occupation and the sale of alcohol to be issued to businesses previously so licensed with Clayton County and now residing within the City limits due to annexation (HB 654).

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

### XIII. OTHER BUSINESS

1. Executive Session for the purpose of discussing pending or potential litigation and personnel related matters at 6:58 p.m.

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

2. Motion to adjourn Executive Session and reconvene Work Session at 7:04 p.m.

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

3. Motion to authorize the City Manager to amend the City of Jonesboro Pay & Classification Plan by adding the position of Chief Code Enforcement Officer.

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

### XIV. REPORT OF CITY COUNCIL

Councilmember Sebo-Hand:  
None

Councilmember Dixon:

Minutes Acceptance: Minutes of Jun 3, 2019 6:00 PM (MINUTES)

Reminded everyone of the Annual Jonesboro Day event, Saturday June 4, 2019 starting at 11:00 a.m. The event will be held at Lee Street Park.

**Councilmember Powell:**

None

**Councilmember Wise:**

Thanks to the Public Works and City Hall staff for a job well done on the Tribute Parade and Concert held on Saturday June 1, 2019.

**Councilmember Lester:**

Thanks to the Public Works and City Hall staff for a job well done on the Tribute Parade and Concert held on Saturday June 1, 2019.

**Councilmember Boak:**

None

**XV. REPORT OF MAYOR / CITY MANAGER**

**XVI. ADJOURNMENT**

1. Motion to adjourn

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

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JOY B. DAY – MAYOR

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RICKY L. CLARK, JR. – CITY MANAGER

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JOY B. DAY – MAYOR

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RICKY L. CLARK, JR. – CITY MANAGER

Minutes Acceptance: Minutes of Jun 3, 2019 6:00 PM (MINUTES)

**CITY OF JONESBORO  
WORK SESSION  
170 SOUTH MAIN STREET  
July 1, 2019 – 6:00 PM**

**MINUTES**

The City of Jonesboro Mayor & Council held their Work Session on Monday, July 1, 2019. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

**I. CALL TO ORDER - MAYOR JOY B. DAY**

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

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

**III. ADOPTION OF AGENDA**

1. Motion to adopt the agenda with the following amendments:

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Pat Sebo-Hand, Councilmember  
**SECONDER:** Bobby Lester, Councilmember  
**AYES:** Boak, Dixon, Lester, Powell, Sebo-Hand  
**ABSENT:** Wise

Executive Session for the purpose of discussing personnel related matters.

**IV. WORK SESSION**

1. Consideration of a Conditional Use Permit Application #19-CU-004 for a gift shop / card store, by Kacey Frierson for property located at 242 Jonesboro Road (Parcel No. 12048A E001), Jonesboro, Georgia 30236.

**RESULT:** PUBLIC HEARING REQUIRED      **Next:** 7/8/2019 6:00 PM

2. Discussion regarding an Arts Gallery License for Arts Clayton to dispense alcoholic beverages only to patrons of the productions or performances at 136 South Main Street (art gallery), Jonesboro, Georgia 30236.

**RESULT:** PUBLIC HEARING REQUIRED      **Next:** 7/8/2019 6:00 PM

Minutes Acceptance: Minutes of Jul 1, 2019 6:00 PM (MINUTES)

3. Consideration of a preliminary plat submittal for a major subdivision for House of Dawn at 192 South Main Street, Parcel Nos. 05241B B007 and 05241B B007A, Jonesboro, Ga. 30236.

|                |                            |                               |
|----------------|----------------------------|-------------------------------|
| <b>RESULT:</b> | <b>CONSENT AGENDA ITEM</b> | <b>Next: 7/8/2019 6:00 PM</b> |
|----------------|----------------------------|-------------------------------|

4. Consideration of a Conditional Use Permit Application 19-CU-005 for a multi-family apartment community, by Fayetteville Gingercake, LLC for property located along North Main Street, Fayetteville Road, and Tara Boulevard (Parcel Nos. 13210D B002, 13210D B007, and 13209C E003), Jonesboro, Georgia 30236.

|                |                                |                               |
|----------------|--------------------------------|-------------------------------|
| <b>RESULT:</b> | <b>PUBLIC HEARING REQUIRED</b> | <b>Next: 7/8/2019 6:00 PM</b> |
|----------------|--------------------------------|-------------------------------|

5. Discussion regarding Ordinance 2019-012 to amend the code of ordinances, City of Jonesboro, Georgia by amending various provisions of chapter 6 (alcoholic beverages and tobacco products) to authorize and regulate licensing for breweries, microbreweries and brewpubs; provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other lawful purposes.

|                |                            |                               |
|----------------|----------------------------|-------------------------------|
| <b>RESULT:</b> | <b>CONSENT AGENDA ITEM</b> | <b>Next: 7/8/2019 6:00 PM</b> |
|----------------|----------------------------|-------------------------------|

6. Discussion regarding the purchase of various equipment, building improvements & other items by the Jonesboro Police Department.

|                |                            |                               |
|----------------|----------------------------|-------------------------------|
| <b>RESULT:</b> | <b>CONSENT AGENDA ITEM</b> | <b>Next: 7/8/2019 6:00 PM</b> |
|----------------|----------------------------|-------------------------------|

7. Discussion regarding bids submitted with regards to Request for Quotation #19-003, Demolition Services for the City of Jonesboro, Georgia concerning the demolition of single-family residential structures located at 101 Burnett Street (Parcel ID 13241A A009), 103 Burnett Street (Parcel ID 13241A A010), 152 Smith Street (Parcel ID 13241A A012), 175 Cloud Street (Parcel ID 05241B B017), and 206 Fayetteville Road (Parcel ID 13241A A003).

|                |                            |                               |
|----------------|----------------------------|-------------------------------|
| <b>RESULT:</b> | <b>CONSENT AGENDA ITEM</b> | <b>Next: 7/8/2019 6:00 PM</b> |
|----------------|----------------------------|-------------------------------|

8. Council to consider approval of a Professional Architectural and Engineering Services Agreement by and between the **CITY OF JONESBORO, GEORGIA** and **NELCO ARCHITECTURE, INC.** for the design and construction of the Jonesboro City Center.

|                |                            |                               |
|----------------|----------------------------|-------------------------------|
| <b>RESULT:</b> | <b>CONSENT AGENDA ITEM</b> | <b>Next: 7/8/2019 6:00 PM</b> |
|----------------|----------------------------|-------------------------------|

## V. OTHER BUSINESS

### A. Executive Session

1. Motion to enter into Executive Session for the purpose of discussing personnel related matters at 7:15 p.m.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Billy Powell, Councilmember            |
| <b>SECONDER:</b> | Pat Sebo-Hand, Councilmember           |
| <b>AYES:</b>     | Boak, Dixon, Lester, Powell, Sebo-Hand |
| <b>ABSENT:</b>   | Wise                                   |

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

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

Motion to authorize City Manager Ricky L. Clark, Jr. to amend the City of Jonesboro Pay & Classification Plan to include the following hiring incentive for police officers. Said incentive shall expire December 31, 2019 and shall not be paid until successful completion of a period of one year.

| HIRING INCENTIVE PAY FOR POLICE OFFICERS (PAYABLE AFTER ONE YEAR OF EMPLOYMENT) |         |  |
|---|---------|--|
| Non-Certified Officers  | \$2,500 |  |
| POST Certified Officers   | \$4,000 |  |
| Additional Incentive for Military Veterans                                      | \$1,000 |  |
| Additional Incentive for Instructor Certifications                              | \$1,000 |  |

#### ADJOURNMENT

1. Motion to adjourn at 7:30 PM

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

JOY B. DAY – MAYOR  
MANAGER

RICKY L. CLARK, JR. – CITY

Minutes Acceptance: Minutes of Jul 1, 2019 6:00 PM (MINUTES)





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

Agenda Item #

10.1

**CONSENT AGENDA – 1**

**COUNCIL MEETING DATE**

July 8, 2019

**Requesting Agency (Initiator)**

Police

**Sponsor(s)**

Kelker

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

Council to consider the purchase of various equipment, building improvements & other items by the Jonesboro Police Department.

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

Approval of Purchase

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

Yes Safety, Health and Wellbeing

**Summary & Background**

To: Mayor Joy Day  
Jonesboro City Council  
Ricky L. Clark, Jr.

From: Chief Cliff Kelker

Subject: Spending Request for Major Purchases

Date: June 7, 2019

It my request to purchase body armor for ten (10) officers, security fencing for the evidence room, Heckler & Koch UMP submachine gun, and repair to the car video recording system.

1. It has become necessary to purchase body armor for all the officers with expired protection. The life of body armor is 5 years. The cost to purchase the armor is \$695 for each vest of armor, \$195 for each carrier, \$27.50 for each ammo pouch and \$126.90 for total shipping. Total \$9576.90
2. The police department is asking to improve the security of the evidence room based upon an audit conducted for accountability and certification. securing our evidence will require fencing inside the evidence room and outside for items to big for the evidence room. The total cost to install the fencing is \$6897.36.
3. The police department is requesting to purchase 5 Heckler & Koch UMP submachine guns to increase the tactical effectiveness of officers working all the events in large outdoor areas in the city. The UMPs are equipped with red dot sights and large capacity magazines and are concealed in back packable containers. They will not be open to public view while eliminating the necessity for officers to run back to their cars for rifles should an active shooter attack our outdoor areas. The guns are used and will cost approximately \$650 per weapon for a total of \$3250.00

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

July, 8, 2019

**07/01/19  
ITEM**

**City Council  
Next: 07/08/19**

**CONSENT AGENDA**

**Signature**

**City Clerk's Office**

4. The car video systems have reached the point of some badly needed repairs. The repairs will not be completed this year but will buy us time. We will not be able to replace the car video systems this year unless we get a grant to help cover the \$85,194.00 initial down payment. We request to repair the Coptrax system for the cost of \$5214.36 to sustain us until we can get the funds together to get a new system.

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

Cost estimate:  $\$9576.90 + 6897.36 + \$3250 + \$5214.36 = \underline{\$24,938.62}$  total cost will be taken for State Confiscated Fund account.

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

- March Confiscated Fund Purchases

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

It my request to purchase body armor for ten (10) officers, security fencing for the evidence room, Heckler & Koch UMP submachine gun, and repair to the car video recording system.

1. It has become necessary to purchase body armor for all the officers with expired protection. The life of body armor is 5 years. The cost to purchase the armor is \$695 for each vest of armor, \$195 for each carrier, \$27.50 for each ammo pouch and \$126.90 for total shipping. Total \$9576.90
2. The police department is asking to improve the security of the evidence room based upon an audit conducted for accountability and certification. securing our evidence will require fencing inside the evidence room and outside for items to big for the evidence room. The total cost to install the fencing is \$6897.36.
3. The police department is requesting to purchase 5 Heckler & Koch UMP submachine guns to increase the tactical effectiveness of officers working all the events in large outdoor areas in the city. The UMPs are equipped with red dot sights and large capacity magazines and are concealed in back packable containers. They will not be open to public view while eliminating the necessity for officers to run back to their cars for rifles should an active shooter attack our outdoor areas. The guns are used and will cost approximately \$650 per weapon for a total of \$3250.00
4. The car video systems have reached the point of some badly needed repairs. The repairs will not last a year but will buy us time. We will not be able to replace of the car video systems this year unless we get a grant to help cover the \$85,194.00 initial down payment. We request to repair the Coptrax system for the cost of \$5214.36 to sustain us until we can get the funds together to get a new system.

Cost estimate:  $\$9576.90 + 6897.36 + \$3250 + \$5214.36 = \underline{\$24,938.62}$  total cost



# ***Jonesboro Police Department***


170 South Main Street, Jonesboro Georgia, 30236 Telephone 770-478-7407, Fax 678-479-1827  
Clifford Kelker, Chief of Police

**TO:** Ricky L. Clark, Jr.  
**FROM:** Chief Cliff Kelker  
**SUBJECT:** Use of **State** Confiscated Funds  
**DATE:** March 26, 2019

This memo is to advise you that I am using \$6,897.36 of the State Confiscated Funds for the following expenditures, which should be encumbered from the subsequent account.

1. The amount of \$6,897.36 is the cost to pay fencing in the evidence room to separate the sensitive items from regular property and evidence. These funds should be encumbered and expended from the State Confiscated Funds Account 0008800134069 (Evidence Room infrastructure fencing)

|  |    |            |
|--|----|------------|
| Present Balance Local Asset Account..... | \$ | 108,694.88 |
| Total Transfer Request.....              | \$ | 6,897.36   |
| Balance After Transfer.....              | \$ | 101,797.52 |

  
\_\_\_\_\_  
Authorized by Cliff Kelker  
Chief of Police

\_\_\_\_\_  
Acknowledged by Ricky L. Clark, Jr.  
City Manager

\_\_\_\_\_  
Budget Approval by Sandra Meyers  
City Finance Manager

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)

FD-19-0089

TOTAL

DATE \_\_\_\_\_



## JP Fencing

P.O. Box 2  
 Molena, GA 30256  
 678972666  
 Philip.plouffe@gmail.com

To:

**Jonesboro police department [Evidence lock up]**

evradshaw@jonesboroga.com

# Estimate EST0121

Date: March 12, 2019

| #  | Description                  | Unit Price | Qty | Total      |
|----|------------------------------|------------|-----|------------|
| 1  | 10ft x 50ft cage roof        | \$7.27     | 50  | \$363.50   |
| 2  | 8ft x 9 gauge                | \$5.30     | 50  | \$265.00   |
| 3  | 3" Terminal post plated      | \$60.52    | 7   | \$423.64   |
| 4  | 2" plated line post          | \$39.65    | 5   | \$198.25   |
| 5  | 200ft top rail & bottom rail | \$2.22     | 200 | \$444.00   |
| 6  | Hardware                     | \$500.00   | 1   | \$500.00   |
| 7  | Red anchors                  | \$2.50     | 48  | \$120.00   |
| 8  | Tie wire                     | \$10.99    | 3   | \$32.97    |
| 9  | 6x4 ped gate                 | \$500.00   | 1   | \$500.00   |
| 10 | Light access panel 1x4       | \$250.00   | 2   | \$500.00   |
| 11 | Labor                        | \$3,550.00 | 1   | \$3,550.00 |

6897.36



**Cobb**

P.O. Box 276  
430 Veterans Memorial Hwy.  
Mableton, GA 30126-0276  
Phone: (770) 944-1501  
Fax: (770) 739-8202

www.alliedfence.com



A Sign of Quality Since 1953

**PROPOSAL****Gwinnett**

905 Cripple Creek Dr.  
Lawrenceville, GA 30043  
Phone: (770) 995-0987  
Fax: (770) 995-7973

## PROPOSAL SUBMITTED TO

City of Jonesboro

## PHONE

7-478-7407

## DATE

3-13-19

STREET  
170 South Main St

## JOB NAME

Police Dept.

CITY, STATE AND ZIP CODE  
Jonesboro GA 30236

## JOB LOCATION

## P.O.#

## FAX PHONE

## JOB PHONE

jupole@jonesboroga.gov

## Specifications

## Quantities

Total Height 8'4"

Top Rail 1 1/2" O.D.

Post Spaced

Line Post 2 1/2" O.D.

Style Fence 1 1/2" Galv.

End Post 3" O.D.

Chainlink

Corner Post 3" O.D.

Knuckle ☐

Walk Gate Post 3" O.D.

Twist ☐

Drive Gate Posts 3" O.D.

Gate Frames 1 1/2" O.D.

Footage 240 sq. ft.

Term Posts 4

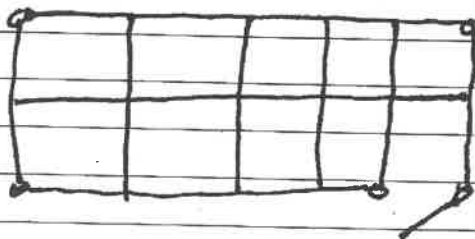
Gate Posts 2

Line Posts 3

Walk Gates 1 - 42" Dutch Gate

Drive Gates

Build Top Cover only In Evidence Room  
Gate Built in 2 Halves (Top + Bottom)  
2 Removeable Panels will Be Installed for Access To Lights  
Chainlink Attached To Walls on 2 Sides



We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Four Thousand, Eight Hundred, Forty-Two dollars (\$ 4842 ).

Payment to be made as follows: Bill upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation and Liability Insurance. Fence ownership transfers to customer upon final payment. Additional charges will apply if underground obstructions are encountered. Permit provided by others.

## Authorized

Signature: David Han

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** The above prices and specifications as well as the terms and conditions on the reverse side of this Proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature

Signature

**Cobb**

P.O. Box 276  
430 Veterans Memorial Hwy.  
Mableton, GA 30126-0276  
Phone: (770) 944-1501  
Fax: (770) 739-8202

www.alliedfence.com



A Sign of Quality Since 1953

**Gwinnett**

905 Cripple Creek Dr.  
Lawrenceville, GA 30043  
Phone: (770) 995-0987  
Fax: (770) 995-7973

**PROPOSAL**

PROPOSAL SUBMITTED TO

City of Jonesboro

STREET

170 South Main St

CITY, STATE AND ZIP CODE

Jonesboro GA 30236

P.O.#

PHONE

7-478-7407

DATE

3-13-19

JOB NAME

Police Dept.

JOB LOCATION

FAX PHONE

JOB PHONE

jupole@jonesboroga.gov

## Specifications

## Quantities

Total Height 8' TO 10'

Post Spaced 10'

Style Fence 9 Ga Galv

Chainlink

Knuckle ☐

XXX

Twist ☐

XXX

Top Rail 1 1/2" O.D.

Line Post 2 1/2" O.D.

End Post 3" O.D.

Corner Post 3" O.D.

Walk Gate Post 3" O.D.

Drive Gate Posts 3" O.D.

Gate Frames 1 1/2" O.D.

Footage 48'

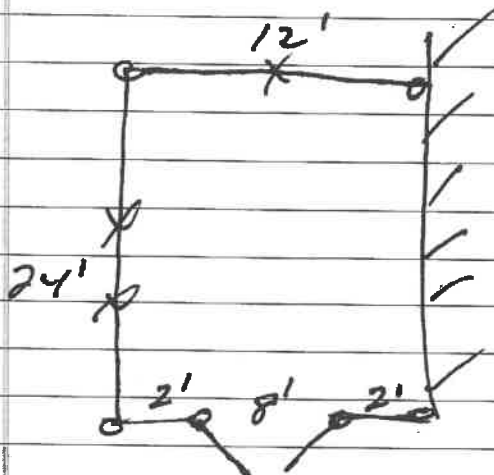
Term Posts 4

Gate Posts 2

Line Posts

Walk Gates

Drive Gates 1-8' Double Swing



We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Three Thousand, Seventy-Three dollars (\$ 3073 ).

Payment to be made as follows:

Bill upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation and Liability Insurance. Fence ownership transfers to customer upon final payment. Additional charges will apply if underground obstructions are encountered. Permit provided by others.

Authorized  
Signature: \_\_\_\_\_

\_\_\_\_\_

Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** The above prices and specifications as well as the terms and conditions on the reverse side of this Proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_





# Proposal

Quote #: Q-20564-1  
 Drawing Ver: 317314 1B-Wire Cage  
 Date: 3/15/2019  
 Expires On: 1/21/2019

## Patterson Pope

Remit To:

10321 S. Medallion Dr.  
 Cincinnati, OH 45241  
 Phone: (704) 523-4400  
 Fax: (704) 523-4499  
**Install To**

Jonesboro Police Department  
 170 South Main St  
 Jonesboro, GA 30236

### Bill To

Jonesboro Police Department  
 170 South Main st  
 Jonesboro, GA 30236

| SALESPERSON  | EMAIL                      | DELIVERY METHOD | PAYMENT METHOD |
|--------------|----------------------------|-----------------|----------------|
| Gene Reilley | greilley@pattersonpope.com |                 | Net 10         |

| Group Name                                 | Description  | Net Total  |
|--|--|------------|
| WireCrafters Cage /<br>Spacesaver Shelving | Per Drawing # 317314 1B<br>WireCrafters Cage<br>One 9' 1" Wall with 3' Sliding Door with Cylinder Lock (Keyed)<br>8' 5 1/4" High<br>2" x 1" Woven Wire / 10 gauge<br>Ceiling Grid with Two Hinged Down Panels for Access to Lights | \$5,365.00 |
| Freight & Local Delivery                   | Freight to Patterson Pope Norcross Warehouse<br>Delivery to Jonesboro Police Department<br>Delivery During Normal Business Hours<br>Monday - Friday / 7:30 - 4:00  | \$775.00   |
| Installation of Cage and<br>Shelving       | Installation on Complete Cage and Shelving<br>Installation During Normal Business Hours<br>Monday - Friday / 7:30 - 4:00   | \$4,710.00 |

|                      |                    |
|----------------------|--------------------|
| Sub Total:           | \$10,850.00        |
| Estimated Total Tax: |                    |
| <b>Grand Total:</b>  | <b>\$10,850.00</b> |

### Important Proposal Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

Patterson Pope requires a purchase order for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.

Signature below indicates acceptance of this proposal and of the attached terms and conditions.

Signature: \_\_\_\_\_ Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Please sign and email to Gene Reilley at greilley@pattersonpope.com.

THANK YOU FOR YOUR BUSINESS!

**Patterson Pope Terms and Conditions** The following terms and conditions shall apply to any Deliverables (define herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.
5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.
6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*
7. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located

within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

---

Patterson Pope, Inc.

Date

---

CLIENT

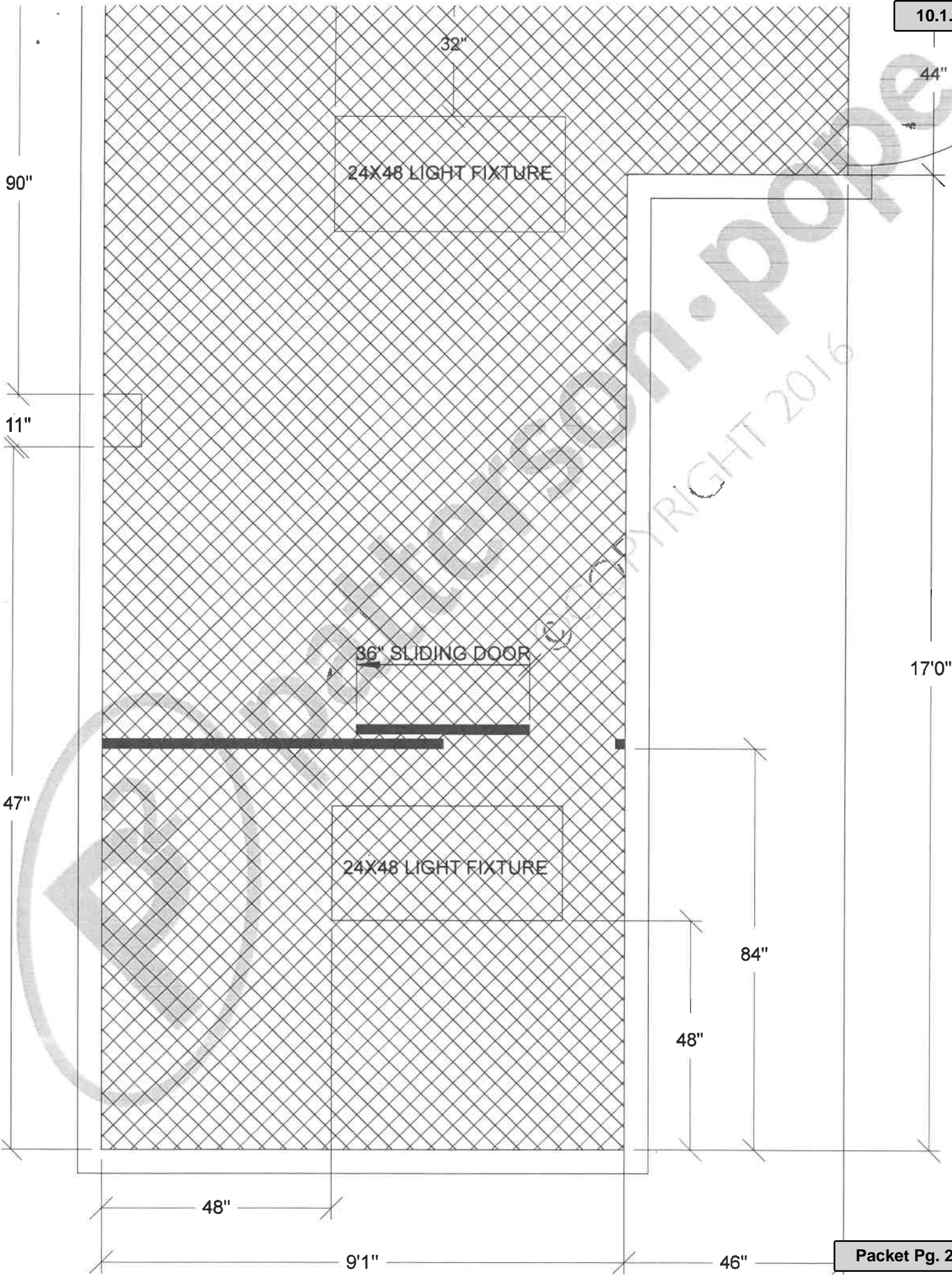
Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # \_\_\_\_\_

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)





Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)



# ***Jonesboro Police Department***

170 South Main Street, Jonesboro Georgia, 30236 Telephone 770-478-7407, Fax 678-479-1827

Clifford Kelker, Chief of Police

**TO:** Ricky L. Clark, Jr.  
**FROM:** Chief Cliff Kelker  
**SUBJECT:** Use of **State** Confiscated Funds  
**DATE:** March 26, 2019

This memo is to advise you that I am using \$1,050.00 of the State Confiscated Funds for the following expenditures, which should be encumbered from the subsequent account.

1. The amount of \$1,050.00 is the cost to pay for the continued work of the Evidence Technician, Tanesha Taylor to continue the 100% audit and documentation of the evidence room. These funds should be encumbered and expended from the State Confiscated Funds Account 0008800134069 (Evidence Room Audit)

|  |    |            |
|--|----|------------|
| Present Balance Local Asset Account..... | \$ | 109,744.88 |
| Total Transfer Request.....              | \$ | 1,050.00   |
| Balance After Transfer.....              | \$ | 108,694.88 |

A blue ink signature of Cliff Kelker, written in a cursive style.

Authorized by Cliff Kelker  
Chief of Police

Acknowledged by Ricky L. Clark, Jr.  
City Manager

Budget Approval by Sandra Meyers  
City Finance Manager

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)



$$\begin{array}{r} 3 \overline{) 2119} \end{array}$$

**POLICE**

Vendor #

**Vendor Address:**

Jenisha Taylor  
20 Pine Canyon Dr #25  
Atlanta GA 30331

**Deliver To:**

Attn:

**P CARD**

**P.O. Number**

PD-19-088

Requisition Number

**Vendor Contact Name:**

**Phone #:**

Fax #:

**Email:**

**Purpose of Purchase:**

Date Needed:

(at least one week in advance)

### Single Source:

(attach letter)

**Bid/RFP # :**

**PROJ./GRANT #**

STATE CONTRACT? ☐ Yes  
STATE CONTRACT NO.: \_\_\_\_\_

SALE CONTRACT NO.:

**Suggested Quote 1:**

**Vendor**

**Contact #**

### Quote 2:

Vendor

**Contact #**

### Quote 3:

**Vendor**

**Contact #**

**Emergency**

[illegible]

DEPT. REQUESTOR

DEPT. APPROVAL

DATE \_\_\_\_\_

## PURCHASING APPROVAL

DATE \_\_\_\_\_

CITY MANAGER APPROVAL

DATE \_\_\_\_\_

**FINANCE OFFICER**

DATE \_\_\_\_\_

**INVOICE**

Tanesha Taylor  
 20 Pine Canyon Drive #25  
 Atlanta, GA 30331  
 240-381-8108

INVOICE #5  
 DATE: 3/19/2019

**TO:**  
 Jonesboro Police Department  
 170 S. Main Street  
 Jonesboro, GA 30236

**FOR:**  
 Property and Evidence Room Audit  
 February 2019

| DESCRIPTION   | HOURS | RATE    | AMOUNT  |
|---|-------|---------|---------|
| Audit of Property & Evidence Room on Tuesday February 5, 2019 (1900 - 2100)   | 2     | \$50/hr | \$100   |
| Audit of Property & Evidence Room on Thursday February 7, 2019 (1900- 2100)   | 2     | \$50/hr | \$100   |
| Audit of Property & Evidence Room on Tuesday February 12, 2019 (1900-2100)    | 2     | \$50/hr | \$100   |
| Audit of Property & Evidence Room on Thursday February 14, 2019 (1900 - 2100) | 2     | \$50/hr | \$100   |
| Audit Paperwork on Saturday February 16, 2019 (1400-1500)                     | 1     | \$50/hr | \$50    |
| Audit of Property & Evidence Room on Monday February 18, 2019 (1330 - 1700)   | 3.5   | \$50/hr | \$175   |
| Audit of Property & Evidence Room on Tuesday February 19, 2019 (1920 -2120)   | 2     | \$50/hr | \$100   |
| Audit of Property & Evidence Room on Thursday February 21, 2019 (1930 - 2130) | 2     | \$50/hr | \$100   |
| Audit of Property & Evidence Room on Tuesday February 26, 2019 (1900 -2100)   | 2     | \$50/hr | \$100   |
| Audit of Property & Evidence Room on Thursday February 28, 2019 (1545-1815)   | 2.5   | \$50/hr | \$125   |
|   |       |         |         |
|   |       |         |         |
|   |       |         |         |
|   |       |         |         |
|   |       |         |         |
|   |       |         |         |
|   |       |         |         |
| TOTAL   |       |         | \$1,050 |

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)



# ***Jonesboro Police Department***

170 South Main Street, Jonesboro Georgia, 30236 Telephone 770-478-7407, Fax 678-479-1827  
Clifford Kelker, Chief of Police

**TO:** Ricky L. Clark, Jr.  
**FROM:** Chief Cliff Kelker  
**SUBJECT:** Use of **State** Confiscated Funds  
**DATE:** March 26, 2019

This memo is to advise you that I am using \$504.34 of the State Confiscated Funds for the following expenditures, which should be encumbered from the subsequent account.

1. The amount of \$504.34 is the cost to purchase a camera for CID to photograph crime scenes. These funds should be encumbered and expended from the State Confiscated Funds Account 0008800134069 (Camera for CID)

|  |    |           |
|--|----|-----------|
| Present Balance Local Asset Account..... | \$ | 98,178.90 |
| Total Transfer Request.....              | \$ | 504.34    |
| Balance After Transfer.....              | \$ | 97,674.56 |

A blue ink signature of Cliff Kelker, written over a horizontal line.

Authorized by Cliff Kelker  
Chief of Police

Acknowledged by Ricky L. Clark, Jr.  
City Manager

Budget Approval by Sandra Meyers  
City Finance Manager

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)



## FY2018



**P CARD**  
**P.O. Number** PD-19

Requisition Number

Attn: **Eric Bradshaw**

## Criminal Investigations

**STATE CONTRACT?** ☐ Yes ☒ No

PROJ/GRANT # :

**Bid/RFP # :**

Emergency

### Quote 3:

**Vendor**

[illegible]

DATE \_\_\_\_\_

DATE \_\_\_\_\_

# Canon - EOS Rebel T6 DSLR Camera with EF-S 18-55mm IS II and EF 75-300mm III lens - Black

Model: 1159C008 SKU: 5091315

4.8 (4,498 Customers) 3.4 (16 Experts) 301 Answered Questions



Canon EOS Rebel T6  
and T6s DSLR  
Camera

**Not On Display at Southlake**  
**On Display at Conyers and other stores**

Expect more from your photography with this Canon Rebel T6 DSLR camera kit. It includes an 18-55mm lens and a 75-300mm lens so that you can cover the full range with your camera. An 18-megapixel sensor, DIGIC 4+ image processing and full 1080p video recording ensure you get solid performance out of this Canon Rebel T6 DSLR camera kit.

Memory card sold separately.

**\$449.99** ~~or~~ **\$37.50/mo.\***

**On Sale**

**Save \$50**

Was \$499.99

**Free item with purchase**

suggested payments with  
12-Month Financing  
[Show me how >](#)

## Protect your product

Learn about Accidental Damage Plans

1 Year

\$49.99

2 Years

\$79.99

3 Years

\$99.99

No plan

selected

**Add to Cart**

**Build A Bundle**

**Save for Later**

☐ Compare

**Product Set:**

**w/ 18-55mm & 75-300mm Lenses**

[Help](#)

**w/ 18-55mm Lens**

**FREE Shipping: Get it by Wed, Mar 20**

Shipping estimates for 30301

**Want it today?** Pick it up at Southlake.

**Act Quick** - Only 2 left at your store!

## Upgrade for \$150



See what you get with an  
upgraded model.

[Compare Models](#)

## Special Offers

**Hot offer** \$20 Off Adobe Elements Combined  
Purchase

## Cardmember Offers

12 Month Financing

6 Month Financing

Get 5% Back in Rewards

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)

<http://www.bestbuy.com>

## Checkout

[Return to Cart \(/cart\)](#)

## Getting your order

## Store Pickup Information

## Southlake

1980 Mount Zion Rd  
Morrow, GA 30260  
(<http://stores.bestbuy.com/505>)

## Open today until 9:00pm

Your order will be ready in 1 hour. We'll notify you when it's ready for pickup and hold it for you until Monday, Mar 25.

[Change Store](#)

## Pickup Person

Me

[Add a new person](#)

Remember to bring your photo ID, order number and the credit card you used for this purchase.

## Switch to Shipping

Get it by Tomorrow

## Contact Information

We'll send your order confirmation to this email and use the following phone number only if we have questions or problems fulfilling your order.

## Email Address

## Phone Number

☐ Text me updates about my Best Buy order.

## Continue to Payment Information

Terms and Conditions ([http://www.bestbuy.com/site/legal-privacy-policies/conditions-of-use/pcmcat204400050067\\_c2ld\\_cpmcat204400050067](http://www.bestbuy.com/site/legal-privacy-policies/conditions-of-use/pcmcat204400050067_c2ld_cpmcat204400050067))  
Interest-based Ads ([http://www.bestbuy.com/site/legal-privacy-policies/interest-based-ads/pcmcat204400050068\\_c2ld\\_cpmcat204400050068](http://www.bestbuy.com/site/legal-privacy-policies/interest-based-ads/pcmcat204400050068_c2ld_cpmcat204400050068))


[Give Feedback](#) [Mobile Site](#)

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## Order Summary

## Store Pickup


Available Today

 Canon - EOS Rebel T6 DSLR Camera with EF-S  
\$449.99 Qty 1  
[Remove](#)  
[Add gift options](#)

Available Today

 Sunpak - TravelSmart 50 50\" Tripod -  
\$16.99 Qty 1  
[Remove](#)  
[Add gift options](#)

## Digital Delivery

 Shutterfly - \$25 to spend or 8x8 Photo Book  
FREE Qty 1  
[Remove](#)

Item Subtotal \$466.98

Store Pickup FREE

Estimated Sales Tax \$37.36

[+ Use a Best Buy Tax Exempt Quick Card](#)[Help](#)**Total \$504.34**

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)



# ***Jonesboro Police Department***

170 South Main Street, Jonesboro Georgia, 30236 Telephone 770-478-7407, Fax 678-479-1827  
Clifford Kelker, Chief of Police

**TO:** Ricky L. Clark, Jr.  
**FROM:** Chief Cliff Kelker  
**SUBJECT:** Use of State Confiscated Funds  
**DATE:** March 26, 2019

This memo is to advise you that I am using \$3,618.62 of the State Confiscated Funds for the following expenditures, which should be encumbered from the subsequent account.

1. The amount of \$3,618.62 is the cost to pay for pistol and rifle ammunition. The ammunition will be used for practice and duty purposes. These funds should be encumbered and expended from the State Confiscated Funds Account 0008800134069 (Evidence Room Audit)

|  |    |            |
|--|----|------------|
| Present Balance Local Asset Account..... | \$ | 101,797.52 |
| Total Transfer Request.....              | \$ | 3,618.62   |
| Balance After Transfer.....              | \$ | 98,178.90  |

A blue ink signature of Cliff Kelker, written in a cursive style.

Authorized by Cliff Kelker  
Chief of Police

Acknowledged by Ricky L. Clark, Jr.  
City Manager

Budget Approval by Sandra Meyers  
City Finance Manager

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)



## Quote

Specialty Cartridge, Inc  
7129 Wheat Street NE  
Covington, GA 30014

| Date      | Quote # |
|-----------|---------|
| 3/18/2019 | 783     |

## Name / Address

Jonesboro Police Dept.  
170 S. Main St.  
Jonesboro, GA 30236

| Rep | Terms  |
|-----|--------|
|     | Net 30 |

| Description                | Qty | Cost   | Total    |
|----------------------------|-----|--------|----------|
| 5.56 65GR BTSP (1,000 RDS) | 1   | 575.00 | 575.00   |
| <b>Total</b>               |     |        | \$575.00 |

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)



## FY2019



**P CARD**

P.O. Number PD-19-

Requesting Dept: POLICE DEPT

Requisition Number

## Vendor Information

Vendor #

**Vendor Name:** SPECIALTY CARTRIDGE, INC

**Vendor Address:** 7129 WHEAT STREET NE

COVINGTON, GA

Vendor Contact Name: SPECIALTY CARTRIDGE, INC

Phone #: 770-788-5200

770-788-0023

**Email:**

Date Needed:

**Single Source:**  
(attach letter)

**Bid/RFP #:**

**Purpose of Purchase:**

## Duty and Qualification Ammo

### Suggested Quote 1:

**Vendor**

**Quote 2:**

Vendor

**Quote 3:**

**Vendor**

| ITEM NUMBER     | QTY. | UNIT | COMPLETE DESCRIPTION        | UNIT PRICE          | AMOUNT       |
|-----------------|------|------|-----------------------------|---------------------|--------------|
| 1               | 1000 | 1    | 5.56 DUTY AMMO (RIFLE AMMO) | \$575.00            | \$ 575.00    |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
|                 |      |      |                             |                     | \$ -         |
| <b>FREIGHT:</b> |      |      |                             |                     | \$ -         |
|                 |      |      |                             | <b>FREIGHT COST</b> | <b>TOTAL</b> |
|                 |      |      |                             |                     | \$ 575.00    |

DEPT. REQUESTOR

DEPT. APPROVAL

DATE \_\_\_\_\_

PURCHASING APPROVAL

DATE \_\_\_\_\_

CITY MANAGER APPROVAL

DATE \_\_\_\_\_

FINANCE OFFICER

DATE \_\_\_\_\_

**Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)**

## Quote

**Specialty Cartridge, Inc**  
7129 Wheat Street NE  
Covington, GA 30014

|           |         |
|-----------|---------|
| Date      | Quote # |
| 3/18/2019 | 782     |

| Name / Address   |
|--|
| Jonesboro Police Dept.<br>170 S. Main St.<br>Jonesboro, GA 30236 |

|                            |     |              | Rep      | Terms  |
|----------------------------|-----|--------------|----------|--------|
|                            |     |              |          | Net 30 |
| Description                | Qty | Cost         | Total    |        |
| 5.56 65GR BTSP (1,000 RDS) | 1   | 575.00       | 575.00   |        |
|                            |     | <b>Total</b> | \$575.00 |        |

**Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)**





## Quote

Specialty Cartridge, Inc  
7129 Wheat Street NE  
Covington, GA 30014

|            |         |
|------------|---------|
| Date       | Quote # |
| 12/26/2018 | 732     |

| Name / Address   |
|--|
| Jonesboro Police Dept.<br>170 S. Main St.<br>Jonesboro, GA 30236 |

|                             |     | Rep          | Terms    |
|-----------------------------|-----|--------------|----------|
|                             |     |              | Net 30   |
| Description                 | Qty | Cost         | Total    |
| 40 S&W 180GR JFP (1,000RDS) | 3   | 250.34       | 751.02   |
|                             |     | <b>Total</b> | \$751.02 |

**Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)**

## FY2019

Requesting Dept: POLICE DEPT

Vendor #

**Vendor Address:** 7129 WHEAT STREET NE

**Vendor Contact Name:** SPECIALTY CARTRIDGE, INC.

770-788-0023

**Email:**

**Purpose of Purchase:**

## Duty and Qualification Ammo

### Suggested Quote 1:

Vendor

**Contact #**

### Quote 2:

**Vendor**

**Contact #**

**Date Needed:**  
(at least one week before)

(at least one week in advance)

Date Needed:

(at least one week in advance)

**Single Source:**  
(attach letter)

Emergency

### Quote 3:

**Vendor**

**Contact #**[illegible]

DEPT. REQUESTOR

DEPT. APPROVAL

DATE \_\_\_\_\_

PURCHASING APPROVAL

DATE \_\_\_\_\_

CITY MANAGER APPROVAL

DATE \_\_\_\_\_

FINANCE OFFICER

DATE \_\_\_\_\_

**Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)**

## Quote

**Specialty Cartridge, Inc**  
7129 Wheat Street NE  
Covington, GA 30014

|           |         |
|-----------|---------|
| Date      | Quote # |
| 3/18/2019 | 778     |

| Name / Address   |
|--|
| Jonesboro Police Dept.<br>170 S. Main St.<br>Jonesboro, GA 30236 |

|     |        |
|-----|--------|
| Rep | Terms  |
|     | Net 30 |

| Description      | Qty | Cost         | Total           |
|------------------|-----|--------------|-----------------|
| .40 S&W 180gr HP | 68  | 14.44        | 981.92          |
|                  |     | <b>Total</b> | <b>\$981.92</b> |

**Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)**



## Quote

Specialty Cartridge, Inc  
7129 Wheat Street NE  
Covington, GA 30014

| Date      | Quote # |
|-----------|---------|
| 3/18/2019 | 780     |

## Name / Address

Jonesboro Police Dept.  
170 S. Main St.  
Jonesboro, GA 30236

|                         |     | Rep    | Terms    |
|-------------------------|-----|--------|----------|
|                         |     |        | Net 30   |
| Description             | Qty | Cost   | Total    |
| .223 REMINGTON 55GR FMJ | 3   | 270.00 | 810.00   |
| <b>Total</b>            |     |        | \$810.00 |

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)

## FY2019



**P CARD**

**P.O. Number PD-19-**

Requisition Number

**Deliver To:**

Vendor #

Attn: LT. J. JAMES

STATE CONTRACT? ☐ Yes

**STATE CONTRACT?**  
**STATE CONTRACT NO.:**

**Vendor Contact Name:** SPECIALTY CARTRIDGE, INC

Phone #: 770-788-5200

Fax #: 770-788-0023

**Email:**

**Date Needed:**

**Date Needed:** \_\_\_\_\_  
(at least one week in advance)

**Single Source:** \_\_\_\_\_  
(attach letter)

**Bid/RFP #:**

Purpose of Purchase:

### Duty and Qualification Ammo

**Suggested Quote 1:**

**Vendor**

**Contact #**

**Quote 2:**

Vendor

**Contact #**[illegible]

DEPT. REQUESTOR

DEPT. APPROVAL

DATE \_\_\_\_\_

PURCHASING APPROVAL

DATE \_\_\_\_\_

CITY MANAGER APPROVAL

DATE \_\_\_\_\_

FINANCE OFFICER

DATE \_\_\_\_\_

**Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)**



## Quote

Specialty Cartridge, Inc  
7129 Wheat Street NE  
Covington, GA 30014

| Date      | Quote # |
|-----------|---------|
| 3/18/2019 | 777     |

| Name / Address   |
|--|
| Jonesboro Police Dept.<br>170 S. Main St.<br>Jonesboro, GA 30236 |

| Rep | Terms  |
|-----|--------|
|     | Net 30 |

| Description      | Qty | Cost   | Total    |
|------------------|-----|--------|----------|
| 40 S&W 180GR JFP | 2   | 250.34 | 500.68   |
| <b>Total</b>     |     |        | \$500.68 |

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)





# ***Jonesboro Police Department***

170 South Main Street, Jonesboro Georgia, 30236 Telephone 770-478-7407, Fax 678-479-1827  
Clifford Kelker, Chief of Police

**TO:** Ricky L. Clark, Jr.  
**FROM:** Chief Cliff Kelker  
**SUBJECT:** Use of State Confiscated Funds  
**DATE:** March 26, 2019

This memo is to advise you that I am using \$5675.16 of the State Confiscated Funds for the following expenditures, which should be encumbered from the subsequent account.

1. The amount of \$5675.16 is the cost to repair and replace COPRAX (car video) equipment so all officers will have working car video and audio recording equipment. The system is outdated and in need of repairs. This system must be replaced soon. These funds should be encumbered and expended from the State Confiscated Funds Account 0008800134069 (COPTRAX repairs and replace)

|  |    |           |
|--|----|-----------|
| Present Balance Local Asset Account..... | \$ | 97,674.56 |
| Total Transfer Request.....              | \$ | 5,675.16  |
| Balance After Transfer.....              | \$ | 91,999.40 |

A blue ink signature of Cliff Kelker, written in a cursive style.

Authorized by Cliff Kelker  
Chief of Police

Acknowledged by Ricky L. Clark, Jr.  
City Manager

Budget Approval by Sandra Meyers  
City Finance Manager

Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)



PO Box 8 Richmond, ME 04357 ph:1-877-863-3522 fax: 207-737-4868

Make all checks payable to TMDE Calibration Labs, Inc  
Thank you for your business!

[illegible]

Andy Hodges Southeastern Regional Manager ph:678-618-1303 andy@tmde.com

Invoice #

jonathon james

Jonesboro PD

Bill to:

Date: 1/14/19

Qnote

# Calibration Labs



**Attachment: March Confiscated Fund Purchases (1444 : Major Purchases)**



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

Agenda Item #

10.2

**CONSENT AGENDA – 2**

**COUNCIL MEETING DATE**

July 8, 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 preliminary plat submittal for a major subdivision for House of Dawn at 192 South Main Street, Parcel Nos. 05241B B007 and 05241B B007A, Jonesboro, Ga. 30236.

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

City Code Sections 44-123 Preliminary Plat

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

Yes

Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

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

**Agency recommendation – Approval of major subdivision;** House of Dawn, a second chance home for women, was approved via a Zoning Appeal in the spring of 2018. The project has also received Design Review approval and Historic Preservation Commission approval.

Prior to the City Zoning Code being ratified, several houses were built on the parent tract (Tax Parcel Nos. 05241B B007 and 05241B B007A) without it being subdivided. The tract has also been served by an unnamed private drive for several decades. The City Code now requires a maximum of one principal building (home, etc.) per each lot, per Code Section 86-269:

Sec. 86-269. - More than one building on lot.

No lot zoned in a single-family classification shall be occupied by more than one principal building. More than one related building may be located upon a lot, except lots established in an R-1, R-2 or R-C district, provided no such building encroaches upon the required yard area of such lot, nor exceeds the lot coverage ratio.

Therefore, when the House of Dawn applied for a building permit, the new residence was required to be on its own lot. This, of course, requires a new subdivision survey, and the best alternative is to go ahead and divide the parent tract in such a way that all of the houses on it are on their own lot. Per the preliminary plat provided, the parent tract has now been divided into 7 individual lots, accommodating the four existing residences on the tract, plus the new residence for House of Dawn. (There will also be two empty lots (Lots #3 and #4) along the western side of the property.)

The parent property is zoned H-2, which has the following development standards:

(j) Development standards.

(1) Minimum lot area: None

(2) Minimum lot width: 50 feet

(3) Minimum setbacks:

Front: Building setbacks that have been established over time by historic structures, as listed on the most recent inventory of historic buildings kept on file at the office of downtown development, shall establish the minimum front setback.

Side: Five feet, except when abutting a residential zoning district where there is no intervening right-of-way, the setback requirement is ten feet.

Rear: 20 feet

(4) Maximum height: Three stories or 35 feet

(5) Minimum height: Two stories

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

July, 8, 2019

**07/01/19  
ITEM**

**City Council  
Next: 07/08/19**

**CONSENT AGENDA**

**Signature**

City Clerk's Office

The 7 new lots all meet the minimum width requirement and there are not setback encroachments for the lot lines around the existing homes. The front setback has been established at 40 feet, which is the approximate setback for the duplexes. The new House of Dawn residence should be able to meet the established building setbacks.

The private drive will need to meet the standards and processes of Sec. 44-129 for private streets. (Note: major subdivisions are allowed on both public and private streets.) The name "New Dawn Court" has been submitted to the Mayor and Council for consideration. Private streets require a maintenance covenant, since the City does not normally maintain these types of streets.

The process of placing all of the houses of the parent tract onto their own lots and assigning a name to the private drive will mean new addresses for all of the houses. This will greatly improve safety for all of the existing houses and the tenants of the second chance home by providing more clarification for emergency services. It is confusing to have houses addressed as "South Main Street" which do not actually front Main Street. Last year, during construction of additions on the rears of the duplexes at 182 South Main Street, there was much delay with the project over confusion with the power company with the current misleading address.

There are existing utilities within the parent tract for the existing houses, including a fire hydrant. The Clayton County Water Authority will not be requiring any further stormwater management for the construction of one house.

With a private street, the front property lines of the lots go to the center of the street. While the street was likely constructed prior to the creation of the Zoning Code, it does not meet the required minimum turnaround radius for cul-de-sacs, necessary for emergency vehicles and school buses. There has also been a noticeable lack of maintenance on this street. The mayor and Council may want to consider making this a public road and taking over maintenance of the road, funds permitting. A possible solution to the small cul-de-sac turnaround is to convert the round cul-de-sac into a "hammerhead", thereby allowing a 3-point turn for larger vehicles without expanding the area of the cul-de-sac significantly. (Note: Lots #3 and 4 have no plans for development.)

**The preliminary plat is a solution to several problems that have arisen out of a grandfathered situation.**

**Update for 7.8.19:**

**Summary of Jonesboro City Council Work Session on July 1, 2019 regarding the House of Dawn plat:**

- "New Dawn Court" street name seemed to be acceptable by the Council.
- The Council expressed the desire that the street status stay as is – a privately owned drive not maintained in any way by the City.
- No other revisions, upgrades, or improvements to the existing street are planned.
- Confirmation of no problems with the Fire Department with the road status was requested. Per Lt. Cameron of the Fire Department:

*Thanks for the information. As a courtesy, I reviewed preliminary pdf conceptual plan for this project provided by Whitley Engineering. Based on the previous information and what you have submitted, there are no additional civil codes we can enforce at this time.*

*Due to the age of the road/access and being a private drive, the cul-de-sac diameter is non-compliant with the IFC 2012 Appendix D. In addition, I would say the road width is non-compliant with IFC 2012 Chapter 5. However, it wouldn't be possible for us to impose new code compliance to a single lot owner on a private roadway.*

*The surrounding stations, primarily 13 are very familiar with these areas and would stage according to the emergency. Plus, with the required sprinkler system in place the IFC allows for slight adjustments to distances, etc.*

*With all that being said, based on the occupancy classification the life safety requirements of this project will be stringent. Thus providing a greater safety net.*

**Fiscal Impact**

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

Private Developer

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

- Application

- Deed
- Property Info
- Site Pictures
- Survey
- P-Plat
- Zoning Appeal - May 2018
- Updated House Plans
- Certificate of Appropriateness - 192 South Main Street, House of Dawn.docx
- Private Streets
- Hammerhead
- Summary Email
- Summary Email2

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

**Approval**





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

**MAJOR MINOR SUBDIVISION CONCEPT PLAN/FINAL PLAT APPLICATION**

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

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

**Date Received:** 06-17-19

**Owner/ Applicant Information**

|   |                    |                     |  |                    |                     |
|---|--------------------|---------------------|--|--------------------|---------------------|
| <b>Property Owner Name:</b><br>Community Home Ventures, LLC |                    |                     | <b>Applicant Name</b><br>Dawn L. Murray      |                    |                     |
| <b>Property Owner Address:</b><br>5752 Pecan Grove          |                    |                     | <b>Applicant Address:</b><br>294 S. Main St. |                    |                     |
| <b>City</b><br>Ellenwood                                    | <b>State</b><br>GA | <b>Zip</b><br>30294 | <b>City</b><br>Jonesboro                     | <b>State</b><br>GA | <b>Zip</b><br>30236 |
| <b>Telephone</b> 678-508-5254                               |                    |                     | <b>Telephone</b> 678-508-5254                |                    |                     |
| <b>Fax</b> 770-477-2365                                     |                    |                     | <b>Fax</b> 770-477-23                        |                    |                     |
| <b>Email</b> houseofdawn19@bellsouth.net                    |                    |                     | <b>Email</b>                                 |                    |                     |

**Property Information**

|  |                      |  |    |
|--|----------------------|--|----|
| <b>Project Name:</b><br>House of Dawn Second Chance Home |                      | <b>Legal Description: Please attach a deed</b> |    |
| <b>Address:</b> 182/192 S. Main St. Jonesboro, GA 30236  |                      |  |    |
| <b>Parcel # (s)</b>                                      | <b>Lot#:</b>         | <b>Zoning:</b>                                 | H2 |
| <b>Acreage:</b> 2.75                                     | <b>Site Acreage:</b> |  |    |

Attachment: Application (1449 : House of Dawn)

## Proposed Project Information

|   |  |   |                               |
|---|--|---|-------------------------------|
| <b>Zoning Classification:</b><br>H-2                  | <b>Any Applicable Variance:</b><br><input type="radio"/> Yes <input checked="" type="radio"/> No | <b>Any Applicable Conditions</b><br>Zoning Appeal 2018<br><input checked="" type="radio"/> Yes <input type="radio"/> No | <b>Total Acreage:</b><br>2.75 |
| <b>Any Applicable Zoning Overlay Districts:</b> HIST. |  |   |                               |
| <b>Total Number of lots Proposed:</b> 7               |  | <b>Minimum Lot Setbacks</b> Side: 5 Rear: 7   |                               |
| <b>Minimum Lot Size Proposed:</b> 3                   |  | <b>Amenity Area:</b> None   |                               |

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

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

APPLICANT SIGNATURE: Dawn S. Murray DATE: 06/17/19

## FOR OFFICE USE ONLY:

Date Received: \_\_\_/\_\_\_/20\_\_\_

Fee Amount Enclosed: \$\_\_\_

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

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

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

## Comment:

Attachment: Application (1449 : House of Dawn)

## APPLICATION CHECKLIST

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

Attachment: Application (1449 : House of Dawn)

## PROPERTY OWNER'S AUTHORIZATION

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

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

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

PROPERTY OWNER:

Dawn Murray  
PRINT NAME

Dawn Murray 06-17-19  
SIGNATURE/DATE

APPLICANT:

Dawn L. Murray  
PRINT NAME

Dawn L. Murray 06-17-19  
SIGNATURE/DATE

NOTARY:

Sheila Brooks 6/17/19  
SIGNATURE/DATE

SEAL



Attachment: Application (1449 : House of Dawn)

FILED 09303  
CLAYTON COUNTY, GA

2018 MAY -4 AM 9:59

JACQUILINE D. WILLS  
CLERK SUPERIOR COURTClayton County, Georgia  
Real Estate Transfer Tax  
Paid \$ 0.00  
Date 5-4-2018  
JACQUILINE D. WILLS  
Clerk, Superior CourtReturn Recorded Document to:  
Stanley Law Firm  
P.O. Box 363  
Rex, GA 30273  
File No: 00016Murray**LIMITED WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF CLAYTON

**THIS INDENTURE**, made the 19<sup>th</sup> day of April, 2018, between **House of Dawn, Inc.** as party of the first part, and **Community Ventures LLC** as party of the second part,

**WITNESSETH** That: the said parties of the first part, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other goods and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns:

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 241 OF THE 5<sup>TH</sup> DISTRICT OF CLAYTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE WEST SIDE OF SOUTH MAIN STREET (OLD U.S. 41) A DISTANCE OF 200 FEET MORE OR LESS, NORTH OF THE NORTHWEST CORNER OF SOUTH MAIN STREET AND CHESTNUT STREET, SAID POINT BEING AT THE NORTHEAST CORNER OF PROPERTY OWNED BY LUCILE LAND; THENCE RUNNING NORTHERLY ALONG THE WESTERLY SIDE OF SOUTH MAIN STREET 300 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF PROPERTY FORMERLY OWNED BY B.J. TURNER; THENCE RUNNING WEST ALONG THE SOUTH LINE OF THE SAID TURNER PROPERTY 400 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE WARE HUTCHESON PROPERTY; THENCE RUNNING SOUTH 300 FEET MORE OR LESS TO THE NORTHEAST CORNER OF PROPERTY NOW OR FORMERLY OWNED BY ARTHUR C. MITCHELL, THENCE RUNNING EAST ALONG THE NORTH LINE OF LUCILE LAND PROPERTY 400 FEET MORE OR LESS TO SOUTH MAIN STREET AND THE POINT OF BEGINNING.**

**PROPERTY ADDRESS:** 182 S. MAIN ST. JONESBORO, CLAYTON COUNTY, GA 30236  
192 S. MAIN ST. JONESBORO, CLAYTON COUNTY, GA 30236  
**PARCEL NO.:** 05241B B007/05241B B007A

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever, in FEE SIMPLE.

**AND THE SAID** parties of the first part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against claims of all persons owning, holding or claiming by, through or under the said parties of the first part.

**IN WITNESS WHEREOF**, the said parties of the first part have hereunto set their hands and seals, the day and year above written.

Signed, sealed and delivered in the presence of:

House of Dawn, Inc.  
a Georgia non-profit corporation

By:

*Dawn L. Murray* (Seal)  
Dawn L. Murray  
CEO

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

*April Asbury*  
Unofficial Witness

*April Asbury*  
Notary Public



Attachment: Deed (1449 : House of Dawn)

BK | 1298PG201





Imagery ©2019 Google, Map data ©2019 20 ft



# Real Property Records Search

[New Search](#)
[Current Year Assessment Notice](#)
[Sales Data](#)
[Previous Parcel](#)
[Next Parcel](#)

## Clayton County Property Card For Year 2019

COMMUNITY VENTURES LLC  
PO BOX 1396  
JONESBORO, GA 30237

PARCEL ID . . 05241B B007  
LOCATION . . 182 S MAIN ST

LEGAL DESC      DISTRICT 4      JONESBORO  
NBRHOOD 30019 JONESBORO DUPLEX

DESCRIPTION NOT IN SUBDIVISION - ALL UTILITIES  
DESCRIPTION PAVED ROAD  
ROAD FRONT . . . 150.0

DUPLEX

### SALES HISTORY

| DEED BOOK | PAGE | SALE DATE | SALES INSTRUMENT | DISQUALIFIED    | SALE AMT | DEED NAME                      |
|-----------|------|-----------|------------------|-----------------|----------|--------------------------------|
| 11298     | 200  | 4/19/18   | WARRANTY DEED    | MULTIPLE PROP/D |          | COMMUNITY VENTURES LLC         |
| 10781     | 211  | 10/01/15  | WARRANTY DEED    | MULTIPLE PROPER | 400,000  | HOUSE OF DAWN INC              |
| 10255     | 690  | 12/19/12  | QUIT CLAIM       | MULTIPLE PROP/D |          | MCMULLEN ROBERT E OR GERACI KA |
| 9655      | 160  | 6/03/09   | EXEC/ESTATE DEE  | RELATED         |          | MCMULLEN ROBERT E              |
| 7491      | 001  | 1/28/04   | WARRANTY DEED    | MULTIPLE PROPER | 430,000  | CMC PARTNERS LLC               |
| 0648      | 406  | 1/01/72   | WARRANTY DEED    | .               |          | MCMULLEN TALUNA WOODWARD       |

### LAND SEGMENTS

| LND# | ZONE | LAND TYPE/CODE | LAND QTY |
|------|------|----------------|----------|
| 1    | RG75 | LT 1           | 1.250    |

MAP ACRES . . .000

### IMPROVEMENT # 1 MAJOR IMPR-M

| GROUND FLOOR AREA   | 1,566.00 | ACT/EFF YR/AGE | . . 1963 1963 56 |
|---------------------|----------|----------------|------------------|
| DESCRIPTION . . . . |          |                |                  |
|                     | % COMP   | SQ FOOTAGE     | STORY            |
| RANCH               | 100      | 1566.00        | 1.00             |
| BEDROOMS            |          | 4              |                  |
| BATHROOMS           |          | 2.0            |                  |
| BRICK               |          | 1.00           |                  |
| NO ATTIC            |          | 1.00           |                  |
| CRAWL SPACE         |          | 1566.00        |                  |
| AIR CONDITION       |          | 2.00           |                  |
| ADDITIONAL PLUMBING |          | 2.00           |                  |
| ADDITIONS PORCHES   |          | 33.00          |                  |

Attachment: Property Info (1449 : House of Dawn)

IMPROVEMENT # 2 MAJOR IMPR-M

|                       |          |                                 |            |       |
|-----------------------|----------|---------------------------------|------------|-------|
| GROUND FLOOR AREA . . | 1,792.00 | ACT/EFF YR/AGE . . 1986 1986 33 |            |       |
|                       |          | DESCRIPTION . . . .             |            |       |
|                       |          | % COMP                          | SQ FOOTAGE | STORY |
| RANCH                 |          | 100                             | 1792.00    | 1.00  |
| BEDROOMS              |          |                                 | 4          |       |
| BATHROOMS             |          |                                 | 2.0        |       |
| FRAME                 |          |                                 | 1.00       |       |
| NO ATTIC              |          |                                 | 1.00       |       |
| CRAWL SPACE           |          |                                 | 1792.00    |       |
| AIR CONDITION         |          |                                 | 2.00       |       |
| ADDITIONAL PLUMBING   |          |                                 | 2.00       |       |
| ADDITIONS PORCHES     |          |                                 | 10.00      |       |

IMPROVEMENT # 3 MAJOR IMPR-M

Attachment: Property Info (1449 : House of Dawn)

# Real Property Records Search

[New Search](#)
[Current Year Assessment Notice](#)
[Sales Data](#)
[Previous Parcel](#)
[Next](#)

## Clayton County Property Card For Year 2019

COMMUNITY VENTURES LLC  
PO BOX 1396  
JONESBORO, GA 30237

PARCEL ID . . 05241B B007A  
LOCATION . . 192 S MAIN ST

LEGAL DESC      DISTRICT 4      JONESBC  
NBRHOOD 30019 JONESBORO D

DESCRIPTION NOT IN SUBDIVISION - ALL UTILITIES

DESCRIPTION PAVED ROAD

DUPLEX

ROAD FRONT . . . 150.0

EXEMPT. . . E03 PROP-CHARITAE

### SALES HISTORY

| DEED BOOK | PAGE   | SALE DATE | SALES INSTRUMENT | DISQUALIFIED    | SALE AMT | DEED NAME         |
|-----------|--------|-----------|------------------|-----------------|----------|-------------------|
| 11298     | 200    | 7/19/18   | WARRANTY DEED    | MULTIPLE PROP/D |          | COMMUNITY VENTURE |
| 10781     | 211    | 10/01/15  | WARRANTY DEED    | MULTIPLE PROPER | 400,000  | HOUSE OF DAWN INC |
| 10255     | 690    | 12/19/12  | QUIT CLAIM       | MULTIPLE PROP/D |          | MCMULLEN ROBERT E |
| 9655      | 160    | 6/03/09   | EXEC/ESTATE DEE  | RELATED         |          | MCMULLEN ROBERT E |
| 7491      | 001    | 1/28/04   | WARRANTY DEED    | MULTIPLE PROPER | 430,000  | CMC PARTNERS LLC  |
| 999999    | 999999 | 1/01/72   | WARRANTY DEED    | .               |          | MCMULLEN TALUNA W |

### LAND SEGMENTS

| LND#               | ZONE | LAND TYPE/CODE | LAN |
|--------------------|------|----------------|-----|
| 1                  | RG75 | LT 1           | 1   |
| MAP ACRES . . .000 |      |                |     |

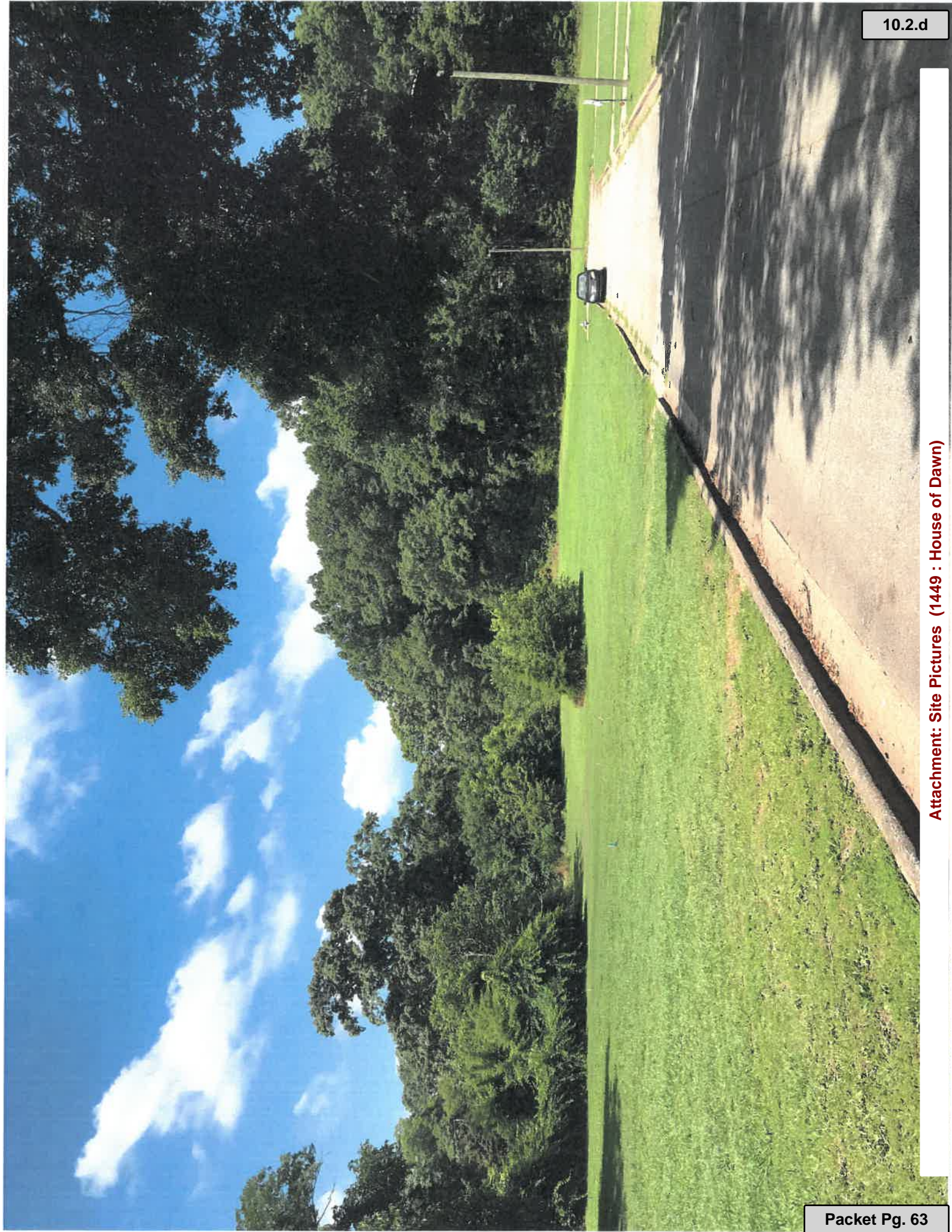
### IMPROVEMENT # 1 MAJOR IMPR-M

| GROUND FLOOR AREA . . | 1,566.00 | ACT/EFF YR/AGE . . 1968 1968 5 |
|-----------------------|----------|--------------------------------|
| DESCRIPTION . . .     |          |                                |
|                       | % COMP   | SQ FOOTAGE                     |
| RANCH                 | 100      | 1566.00                        |
| BEDROOMS              |          | 4                              |
| BATHROOMS             |          | 2.0                            |
| BRICK                 |          | 1.00                           |
| NO ATTIC              |          | 1.00                           |
| CRAWL SPACE           |          | 1566.00                        |
| AIR CONDITION         |          | 2.00                           |
| ADDITIONAL PLUMBING   |          | 4.00                           |
| ADDITIONS PORCHES     |          | 33.00                          |

| TOTAL PARCEL VALUES | LAND / OVR | IMPROVEMENTS / OVR | 2019 VALUE |
|---------------------|------------|--------------------|------------|
| APV .....           | 17,500     | 59,225             | 76,725     |

Attachment: Property Info (1449 : House of Dawn)





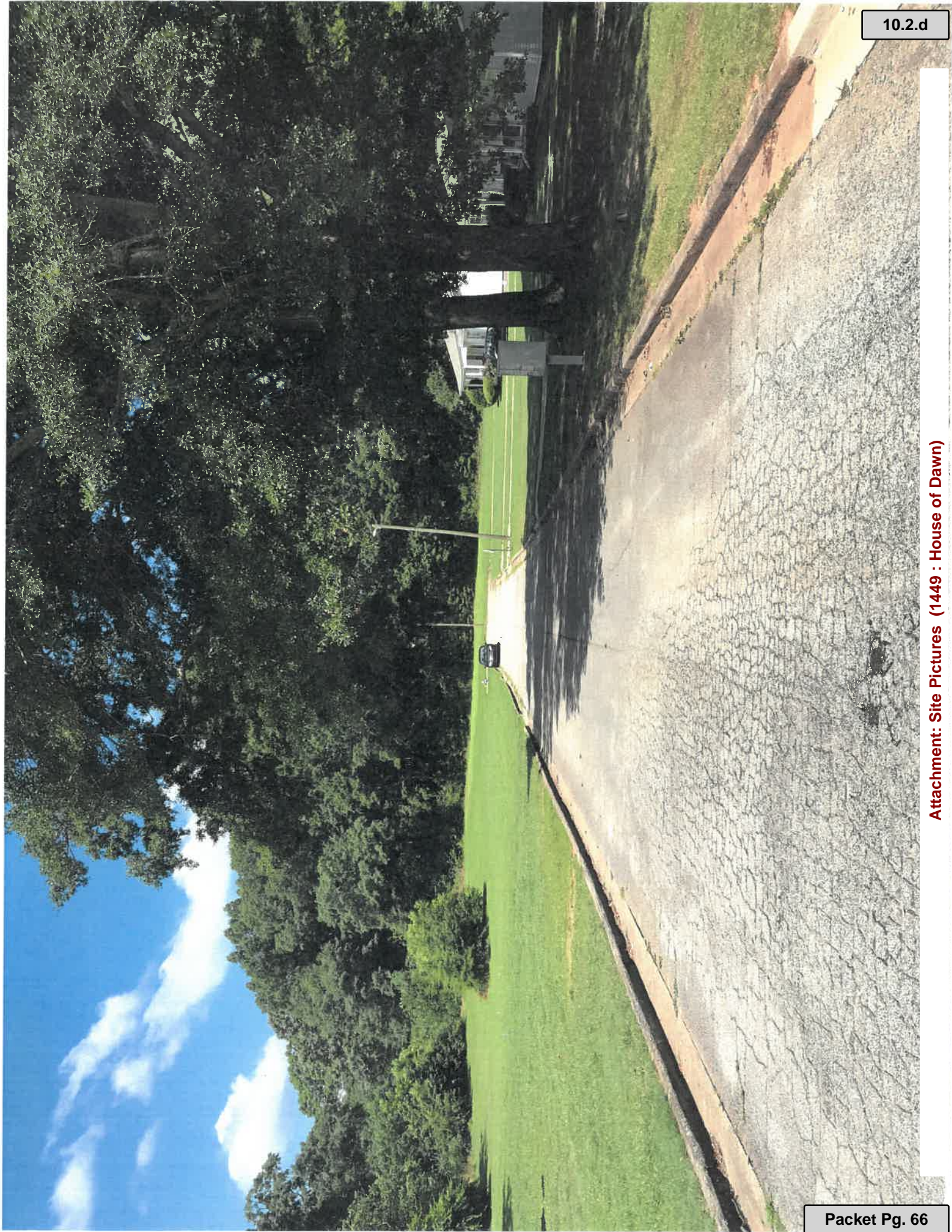








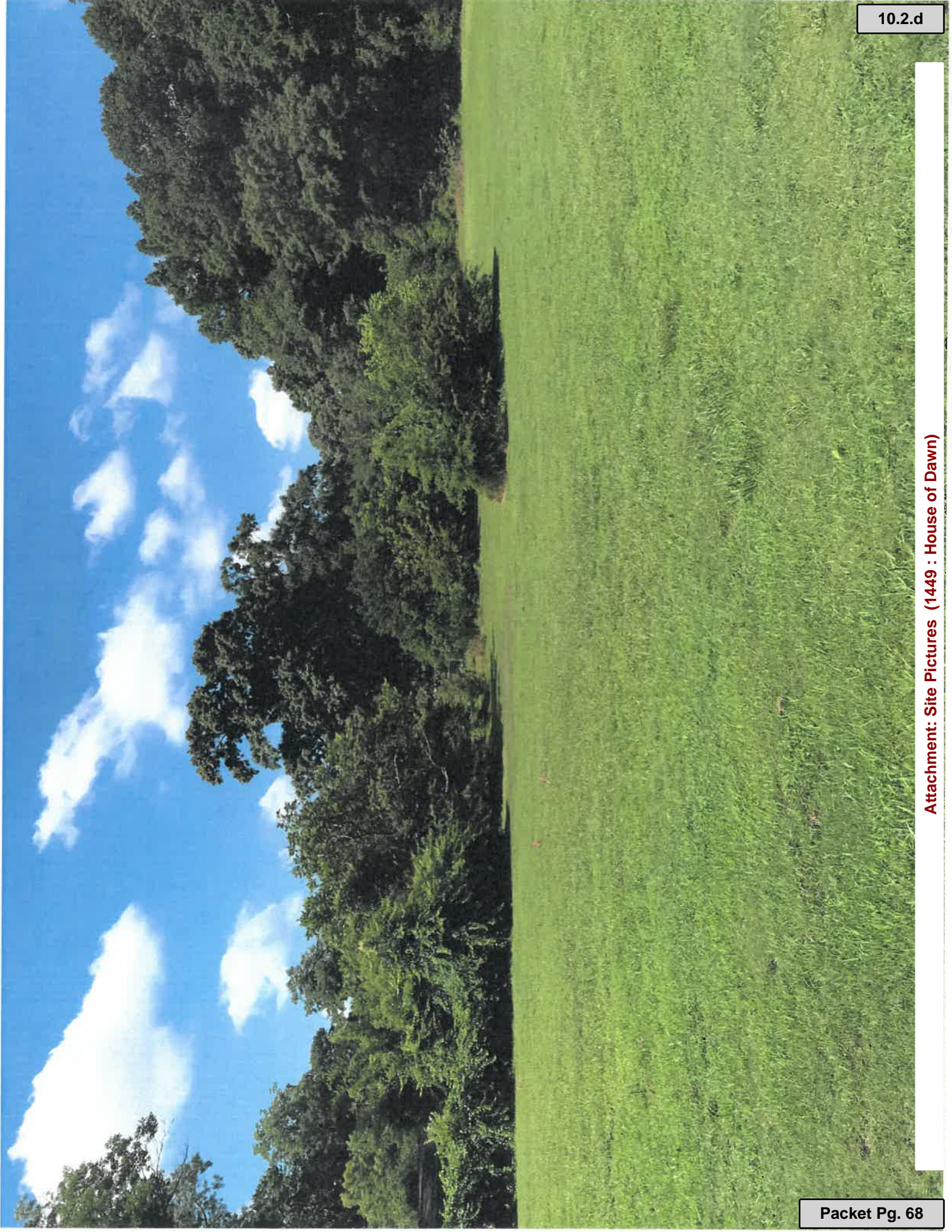






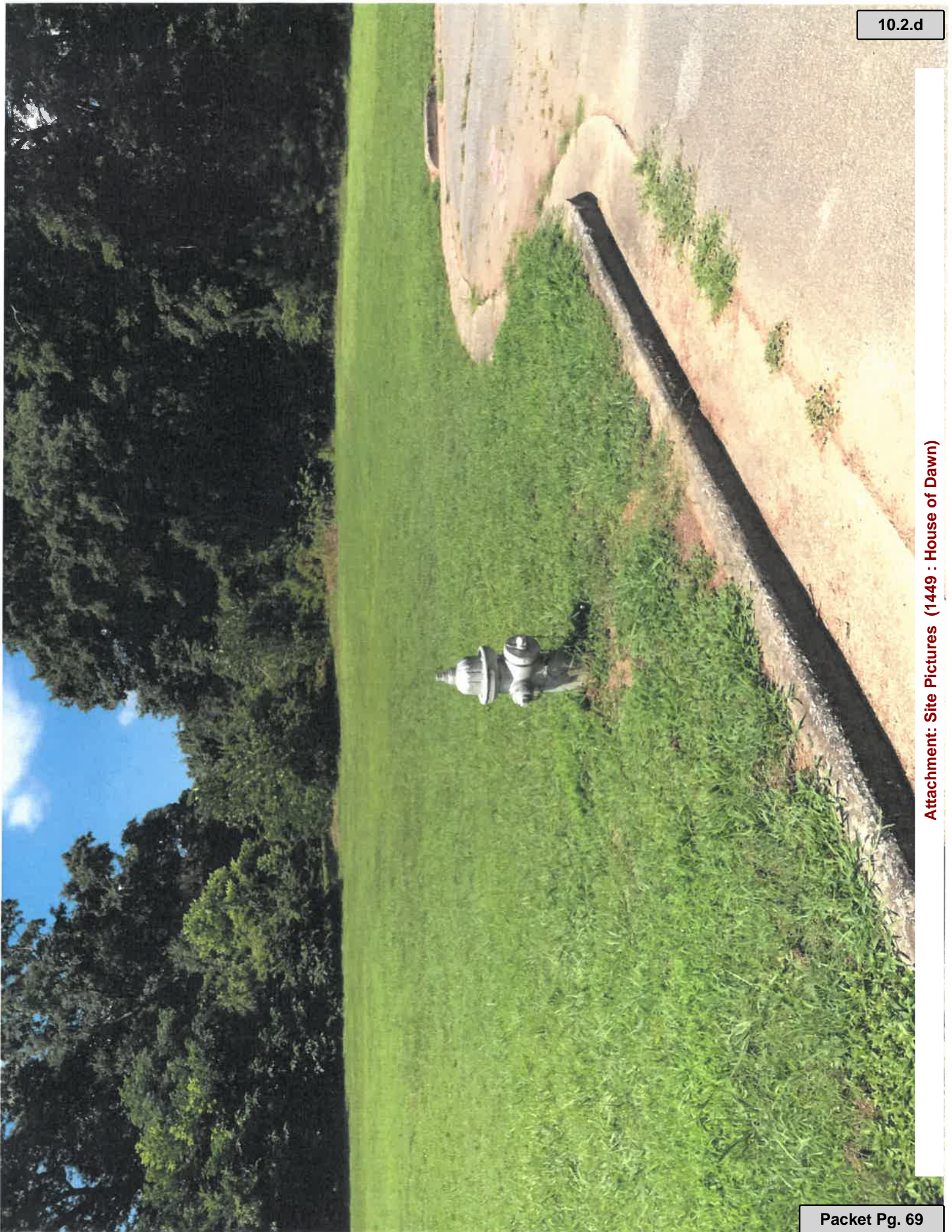






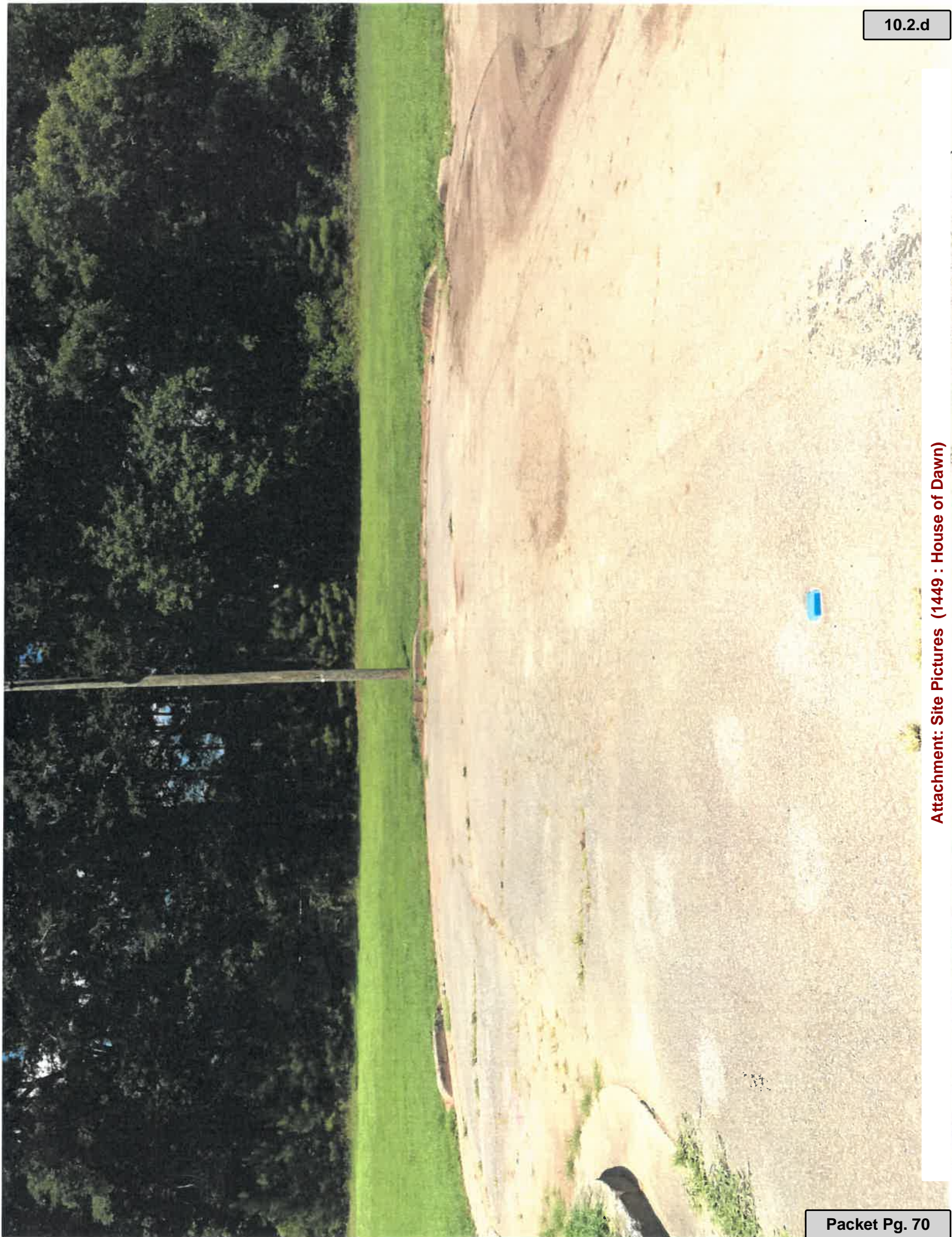
Attachment: Site Pictures (1449 : House of Dawn)





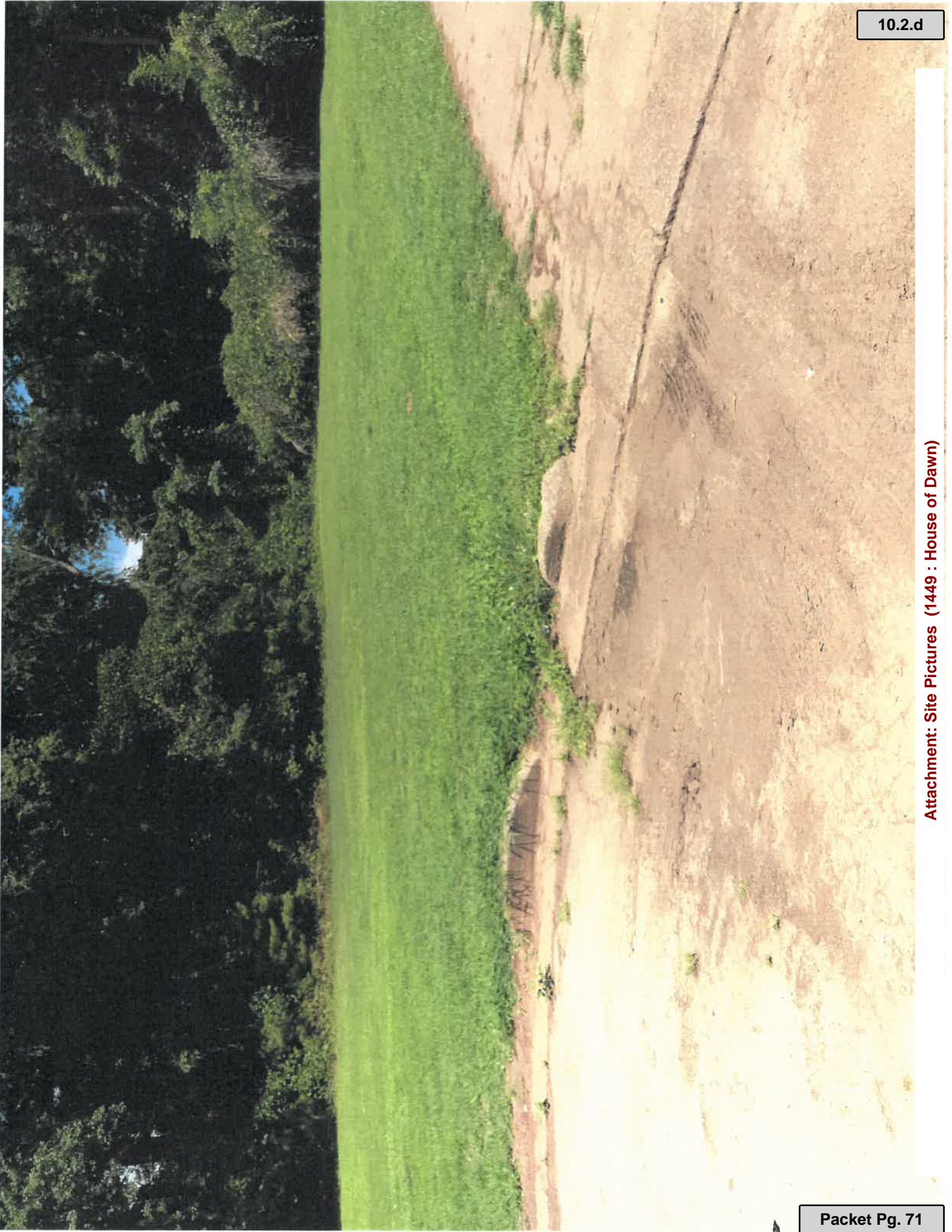
Attachment: Site Pictures (1449 : House of Dawn)



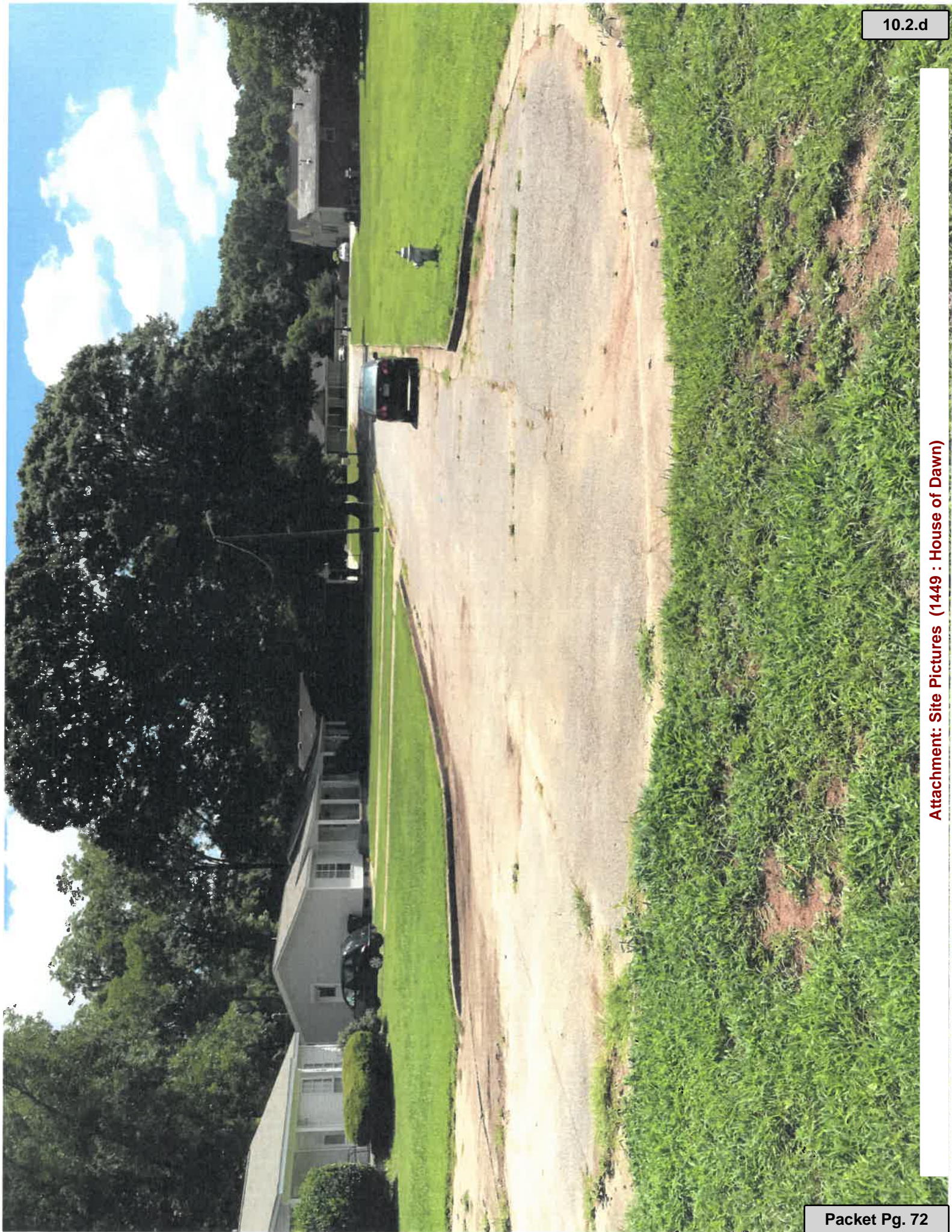


Attachment: Site Pictures (1449 : House of Dawn)



















## LEGEND

|                          |                                  |
|--------------------------|----------------------------------|
| 1. P.F. - IRON PIN FOUND | C.B. - CATCH BASIN               |
| 2. P.F. - IRON PIN SET   | D.W.B. - DOUBLE WING CATCH BASIN |
| 3. P.F. - IRON PIN SET   | D.W.B. - DOUBLE WING CATCH BASIN |
| 4. P.F. - IRON PIN SET   | D.W.B. - DOUBLE WING CATCH BASIN |
| 5. P.F. - IRON PIN SET   | D.W.B. - DOUBLE WING CATCH BASIN |
| 6. P.F. - IRON PIN SET   | D.W.B. - DOUBLE WING CATCH BASIN |
| 7. P.F. - IRON PIN SET   | D.W.B. - DOUBLE WING CATCH BASIN |
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| 98. P.F. - IRON PIN SET  | D.W.B. - DOUBLE WING CATCH BASIN |
| 99. P.F. - IRON PIN SET  | D.W.B. - DOUBLE WING CATCH BASIN |
| 100. P.F. - IRON PIN SET | D.W.B. - DOUBLE WING CATCH BASIN |

RESERVED FOR CLERK OF SUPERIOR COURT

NOTE: THE PROPERTY SHOWN HEREON IS NOT IN A DESIGNATED FLOOD HAZARD AREA, ACCORDING TO THE F.I.R.M. NO. 13063C0088F, DATED JUNE 17, 2017.

1/2" RE-BARS SET AT EXTERIOR LOT CORNERS.

NAILS SET AT LOT CORNERS ON CENTERLINE OF STREET.

## APPROVAL CERTIFICATE

Pursuant to the Development Regulations of the City of Jonesboro Georgia, and all requirements of approval having been fulfilled, this final plat was given preliminary approval by the Mayor and City Council on 20\_\_\_\_ and final approval by the City Manager and it is entitled to recordation in the Clerk's Office, Clayton County Superior Court.

By:

Mayor, City of Jonesboro

By:

City Manager, City of Jonesboro

## SURVEYOR'S CERTIFICATE

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or persons under my supervision; that all monuments shown hereon actually exist or are marked as "future," and that their location, size, type and material are correctly shown; and that all engineering requirements of the Development Regulations of the City of Jonesboro, Georgia, have been fully complied with.

By:

Registered Georgia Land Surveyor No.: \_\_\_\_\_

## OWNER'S CERTIFICATE

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, and that all State, City and County taxes or other assessments now due on this land have been paid. Said owner donates and dedicates to the public for use forever the street right-of-way and improvements have been installed therein as shown on this plat.

Dawn L. Murray, CEO \_\_\_\_\_ Date: \_\_\_\_\_  
Community Home Ventures, LLC

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

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

## HEALTH DEPARTMENT APPROVAL CERTIFICATE

This final plat has been approved by the Clayton County Health Department as being consistent with applicable state and local environmental health requirements.

Manager, Clayton County Health Department \_\_\_\_\_ Date: \_\_\_\_\_

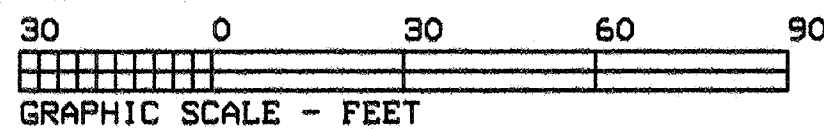
## GENERAL NOTES

- THIS TRACT IS COMPRISED OF CLAYTON COUNTY TAX PARCELS 05241B B007 AND 05241B B007A AND IS ZONED H-2.
- OWNER: COMMUNITY HOME VENTURES, LLC PER DEED BOOK 11298, PG. 200 & DEED BOOK 11496, PAGE 463.
- WATER AND SEWER PROVIDED BY CLAYTON COUNTY.
- BUILDING SETBACKS: FRONT=HISTORIC, SIDE=5', REAR=20'.
- MINIMUM LOT AREA=NONE. MINIMUM LOT WIDTH=50'.
- THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT NOT BE SHOWN HEREON.
- ALL UNDERGROUND UTILITY LOCATION SHOWN HEREON IS APPROXIMATE AND IS BASED ON THE LOCATION OF ABOVEGROUND APPURTENANCES, FLAGS AND PAINT MARKS PLACED BY UNDERGROUND UTILITY LOCATION SERVICES. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

## CLOSURE NOTES:

- The field data upon which this plat is based has a closure precision of one foot in 137,489 feet and an angular error of 1" per angle point, and was adjusted by the Compass Rule.
- The equipment used to obtain the linear and angular measurements was a NIKON NPL-522.
- This plat has been calculated for closure and is found to be accurate within one foot in 152,945 feet.

TOTAL AREA = 2.914 ACRES

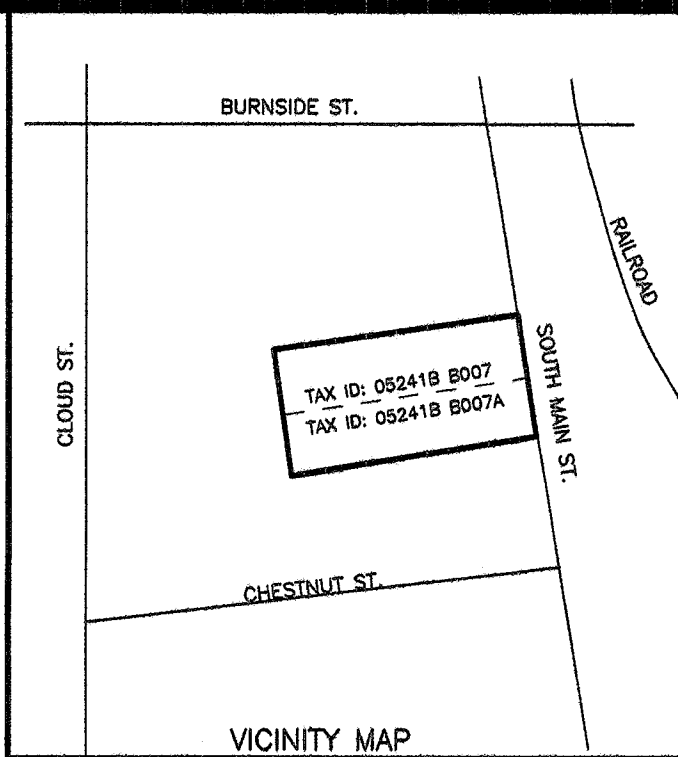


## GPS STATEMENT

THE COORDINATES AND ELEVATIONS OF THE CONTROL POINTS OF THIS SURVEY WERE ESTABLISHED USING GPS. THE EQUIPMENT USED WAS A CHAMPION MODEL TKO DUAL-FREQUENCY RECEIVER WITH A SCEPTER DATA COLLECTOR RUNNING CARLSON SURVEY VERSION 5.08 SOFTWARE RECEIVING NETWORK RTK CORRECTIONS FROM EPOS SOLUTIONS, INC. OF NORCROSS GA VIA THE MOBILE HOTSPOT APPLICATION OF AN ANDROID CELL PHONE. EACH POINT WAS OCCUPIED TWICE FOR 180 EPOCHS WITH A TIME SEPARATION OF 1 HOUR BETWEEN OBSERVATIONS. THE RESULTS OF THE 2 OBSERVATIONS WERE AVERAGED. THE HORIZONTAL DATUM IS NAD83(2011) LOCATED IN THE GEORGIA WEST ZONE AND THE VERTICAL DATUM IS NAVD83(GEOD 12B).

GEORGIA WEST ZONE

GRID NORTH



ADAM GRANT & TANIKA GRANT  
D.B. 10962, PG. 140  
TAX ID: 05241B B018  
ZONED R-2

KAREN McMULLEN & SHERI McMULLEN KELLY  
D.B. 1289, PG. 313  
TAX ID: 05241B B019  
ZONED R-2

TA VETSAWONG  
D.B. 9854, PG. 288  
TAX ID: 05241 B B002  
ZONED R-2

ROGER E. BRADLEY & DIANA V. BRADLEY  
D.B. 452, PG. 593  
TAX ID: 05241B B006  
ZONED R-2

ROBERT T. ROMEO  
D.B. 7891, PG. 127  
TAX ID: 05241B B006A  
ZONED H-2

CITY OF JONESBORO  
D.B. 10816, PG. 424  
TAX ID: 05241B B008  
ZONED H-2

NOTE "A"

THIS POINT IS THE LOCATION OF A 5/8" RE-BAR FOUND PER A BOUNDARY SURVEY FOR THE CITY OF JONESBORO, SOUTHSIDE SURVEYING & PLANNING, DATED 8/13/15.

| COURSE | BEARING      | DISTANCE |
|--------|--------------|----------|
| L-1    | S 84°07'55"W | 81.11'   |
| L-2    | S 84°07'55"W | 62.84'   |
| L-3    | S 84°07'55"W | 61.01'   |
| L-4    | S 84°07'55"W | 66.07'   |
| L-5    | S 84°07'55"W | 29.75'   |
| L-6    | S 79°41'27"W | 7.41'    |

| LOT | AREA                         |
|-----|------------------------------|
| 1   | 21,121 SQ. FT. (0.485 ACRES) |
| 2   | 18,963 SQ. FT. (0.435 ACRES) |
| 3   | 23,135 SQ. FT. (0.531 ACRES) |
| 4   | 17,407 SQ. FT. (0.400 ACRES) |
| 5   | 15,205 SQ. FT. (0.349 ACRES) |
| 6   | 18,346 SQ. FT. (0.421 ACRES) |
| 7   | 12,757 SQ. FT. (0.293 ACRES) |

TOTAL AREA=2.914 ACRES  
DENSITY=2.402 LOTS PER ACRE

PRELIMINARY PLAT - NOT FOR RECORDING

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

MARK B. LINCOLN GA LS NO 2825

DATE

PRELIMINARY PLAT FOR:

COMMUNITY HOME VENTURES, LLC

LAND LOT(S) 241 5th DISTRICT

CITY OF JONESBORO, CLAYTON COUNTY, GEORGIA

LOT: BLOCK: S/D:

UNIT: PHASE: SCALE: 1"=30'

DATE(S) OF FIELD SURVEY: 5/30/19

DATE OF PLAT PREPARATION: 6/21/19

LINCOLN SURVEYING, INC.

CERTIFICATE OF AUTHORIZATION NO. LSF000773

4290 UNION SPRINGS ROAD

STOCKBRIDGE, GA 30281

770-922-1753





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

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

## POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Council, and is not binding on the City or any officer.

### AGENDA

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

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

- III. INVOCATION - CHAPLIN SAM WALDRIP, CITY OF JONESBORO POLICE DEPARTMENT
- IV. PLEDGE OF ALLEGIANCE
- V. ADOPTION OF AGENDA

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

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

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

2. Motion to adopt the agenda

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

## VI. PRESENTATIONS

1. Presentation regarding an update on the Broad Street project.
2. Presentation from DCA designating the City of Jonesboro as a Classic Main Street Program.

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

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

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

Todd Hendrix, Jonesboro Police Officer

Carey Steele, Jonesboro Park Ranger

## VII. PUBLIC HEARING

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

|                |               |
|----------------|---------------|
| <b>RESULT:</b> | <b>CLOSED</b> |
|----------------|---------------|

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

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

|                |               |
|----------------|---------------|
| <b>RESULT:</b> | <b>CLOSED</b> |
|----------------|---------------|

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

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

At this time, the following spoke under Public Comment:

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

## IX. MINUTES

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

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>             |
| <b>MOVER:</b>    | Pat Sebo, Councilmember                 |
| <b>SECONDER:</b> | Ed Wise, Councilmember                  |
| <b>AYES:</b>     | Boak, Dixon, Lester, Powell, Sebo, Wise |

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

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>             |
| <b>MOVER:</b>    | Ed Wise, Councilmember                  |
| <b>SECONDER:</b> | Alfred Dixon, Councilmember             |
| <b>AYES:</b>     | Boak, Dixon, Lester, Powell, Sebo, Wise |

## X. CONSENT AGENDA

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Ed Wise, Councilmember                  |
| <b>SECONDER:</b> | Alfred Dixon, Councilmember             |
| <b>AYES:</b>     | Boak, Dixon, Lester, Powell, Sebo, Wise |

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

## XI. OLD BUSINESS

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

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Ed Wise, Councilmember

**SECONDER:** Alfred Dixon, Councilmember

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

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

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Pat Sebo, Councilmember

**SECONDER:** Ed Wise, Councilmember

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

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

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Pat Sebo, Councilmember

**SECONDER:** Ed Wise, Councilmember

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

## XII. NEW BUSINESS

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

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Ed Wise, Councilmember

**SECONDER:** Bobby Lester, Councilmember

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

## XIII. OTHER BUSINESS

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



# CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #  
**OLD BUSINESS – 2**

10.2.g

COUNCIL MEETING DATE  
May 14, 2018

**Requesting Agency (Initiator)**

Office of the City Manager

**Sponsor(s)**

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

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

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

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

Yes

Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

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

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

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

**Goals and Objectives**

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

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

**Fiscal Impact**

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

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

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

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

|  |                       |                      |  |                          |
|--|-----------------------|----------------------|--|--------------------------|
| Typed Name and Title<br>Ricky L. Clark, City Manager | Date<br>May, 14, 2018 | 05/07/18<br>05/14/18 | City Council<br>Next: 05/14/18<br>City Council | OLD BUSINESS<br>APPROVED |
| Signature  | City Clerk's Office   |                      |  |                          |



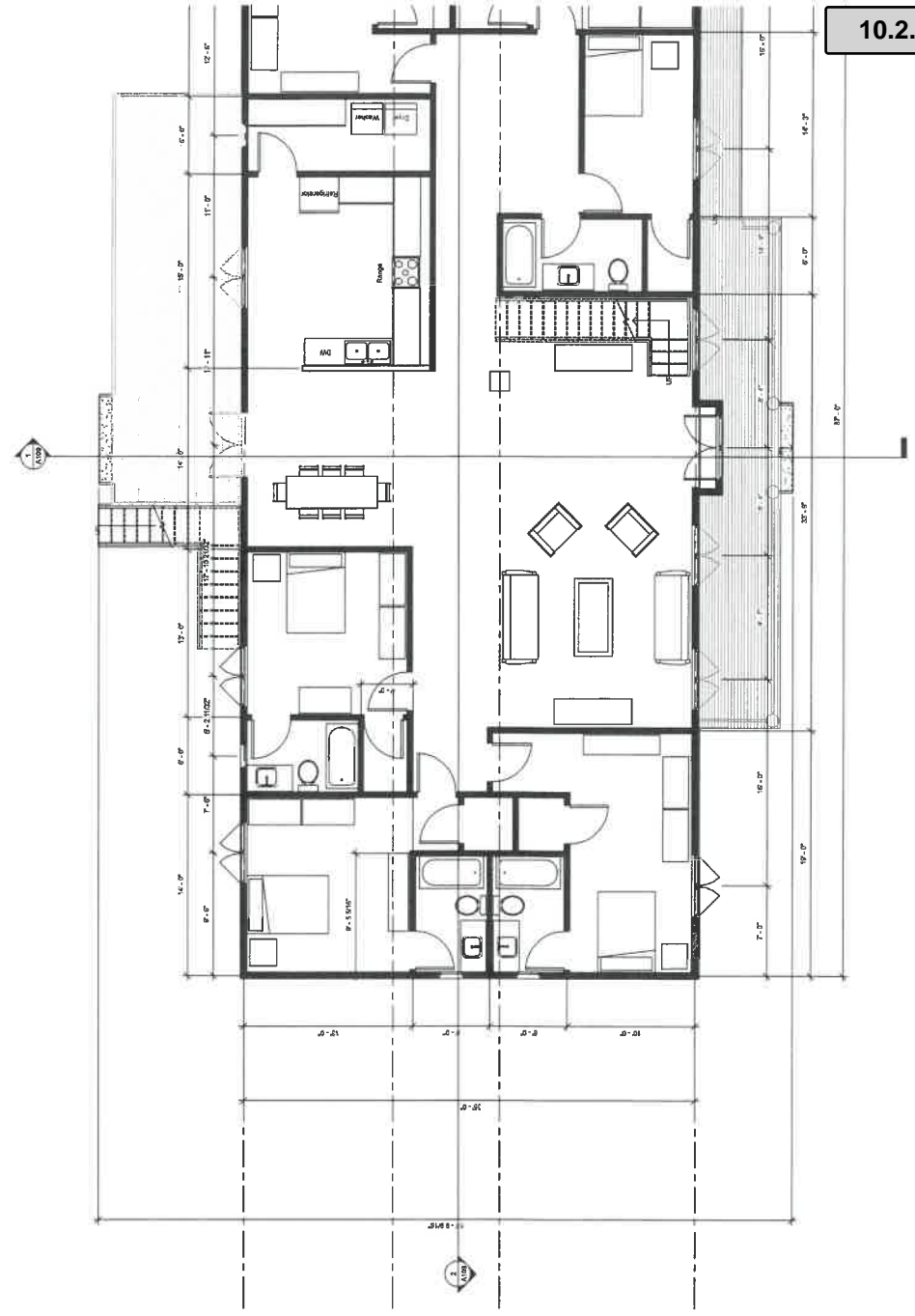
- House of Dawn - Zoning Appeal Application

10.2.g

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

**Approval**

Attachment: Zoning Appeal - May 2018 (1449 : House of Dawn)

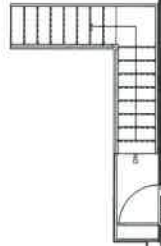


10.2.g

Attachment: Zoning Appeal - May 2018 (1449 : House of Dawn)

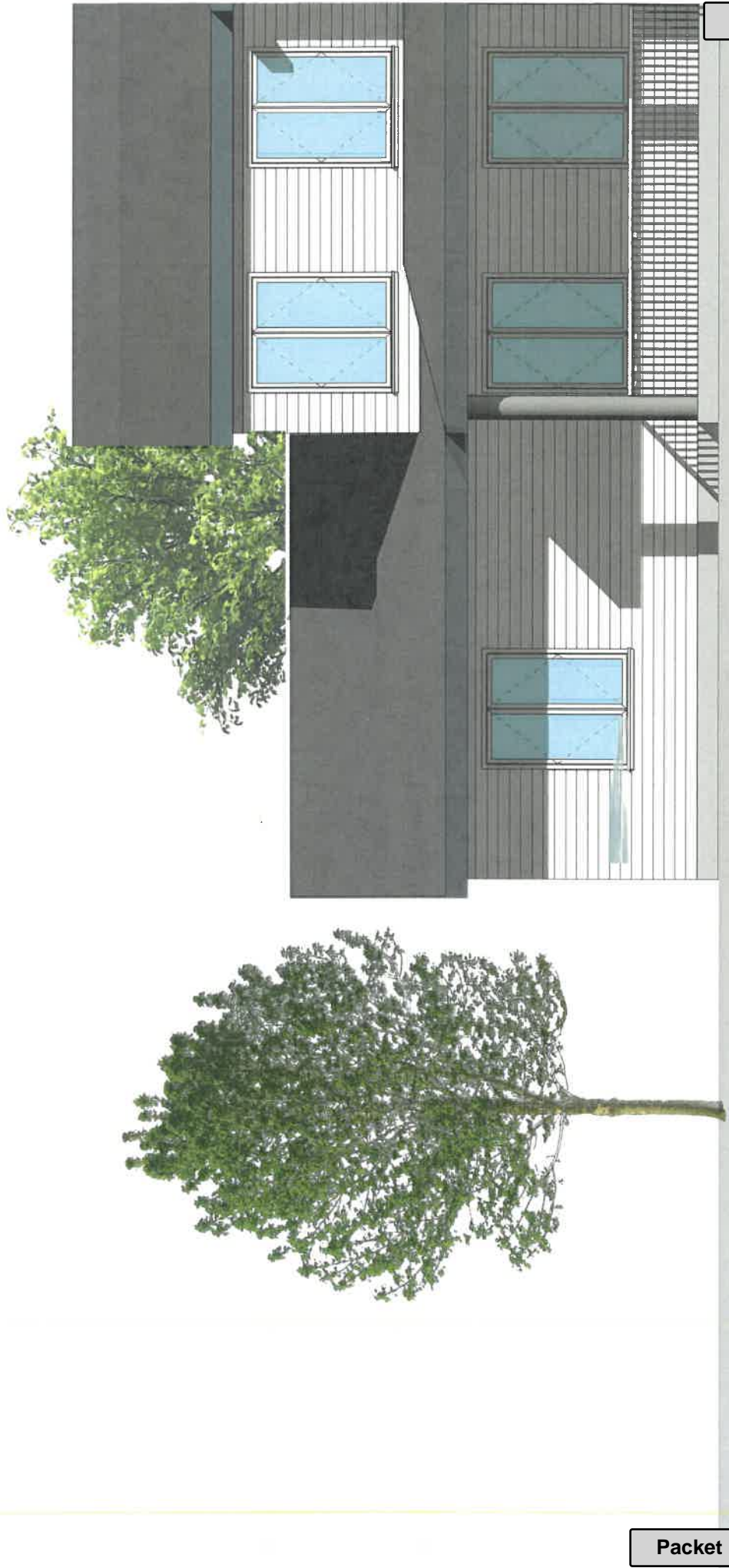
ARD3

1  
N 1/2 W

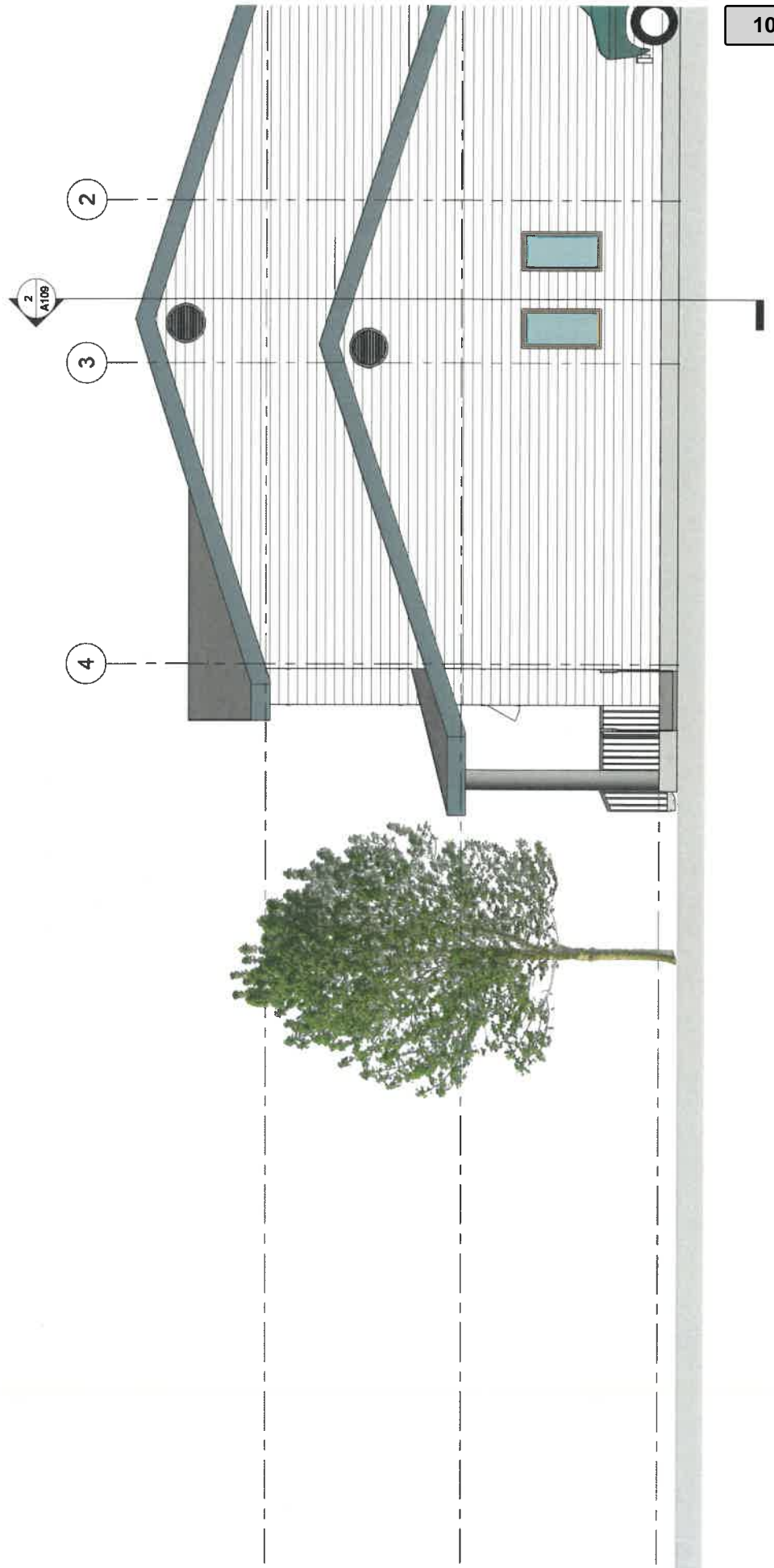


2  
S 1/2 E

ARD4









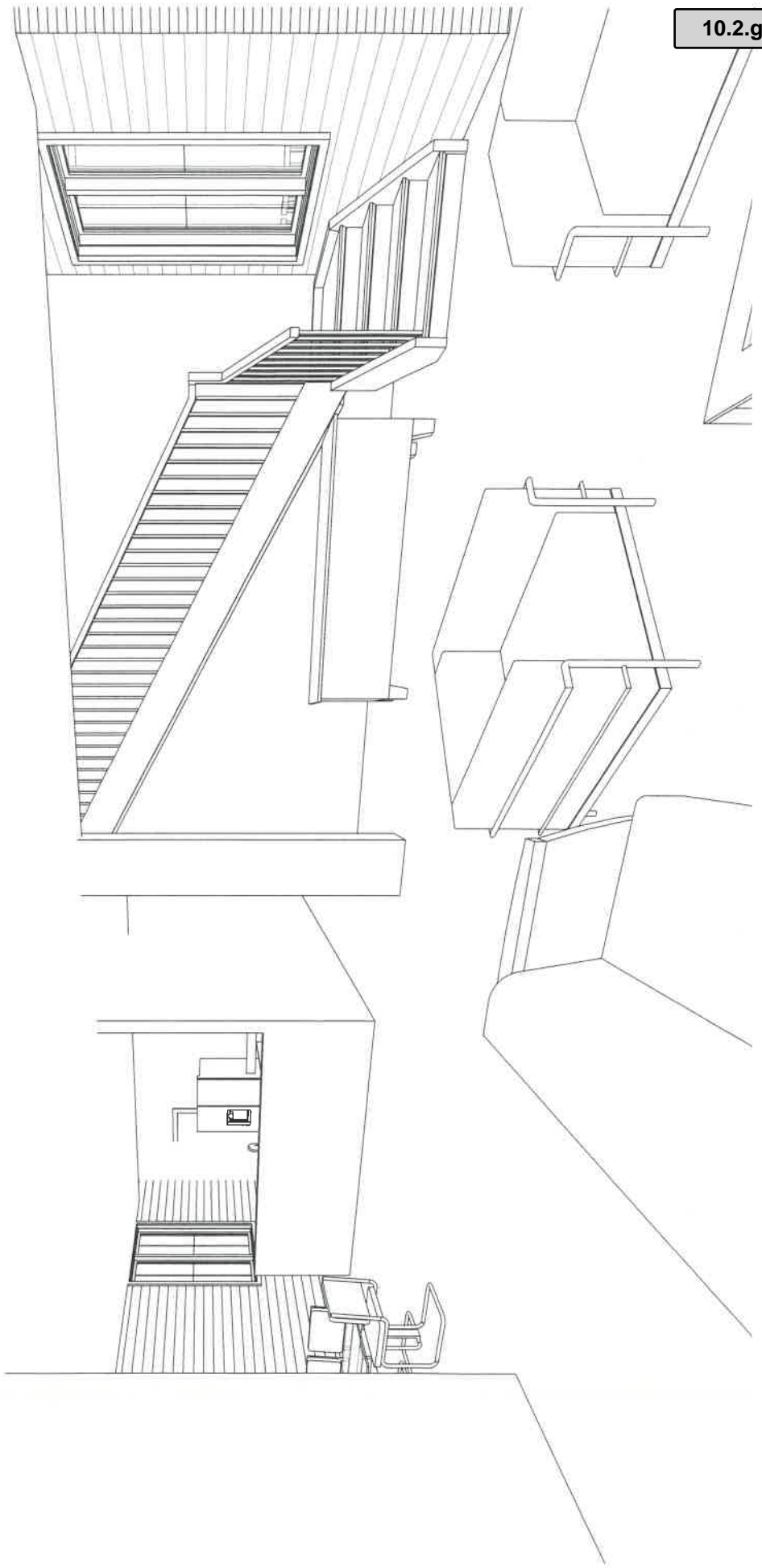














**CITY OF JONESBORO**  
 124 North Avenue  
 Jonesboro, Georgia 30236  
 City Hall: (770) 478-3800  
 Fax: (770) 478-3775  
 www.jonesboroga.com

## ZONING APPEAL

### PROCEDURE:

Date: March 1, 2018

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

### Applicant's Information

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

### Owner Information

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

### Property Information

Attachment: Zoning Appeal - May 2018 (1449 : House of Dawn)

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

**Current Use:** Unimproved Vacant Lot      **Current Zoning:** Residential Historical

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

## Requirements

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

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

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

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

12



10781  
00211FILED  
CLAYTON COUNTY, GA

2015 OCT 12 AM 8:41

JACQUILINE D. WILLS  
CLERK SUPERIOR COURT  
523851McMichael & Gray, PC  
2055 North Brown Road  
Suite 250  
Lawrenceville, GA 30043PREPARED BY AND RETURN TO:  
McMICHAEL & GRAY, PC  
825 FAIRWAYS CT SUITE 100  
STOCKBRIDGE GA 30281  
File # STO-150215-PURClayton County, Georgia  
Real Estate Transfer Tax  
Paid \$ 400.00  
Date 10-12-2015  
JACQUILINE D. WILLS  
Clerk, Superior Court

STATE OF GEORGIA

COUNTY OF CLAYTON

## LIMITED WARRANTY DEED

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

## WITNESSETH

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

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

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

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

BK10781P6211

(14)

Attachment: Zoning Appeal - May 2018 (1449 : House of Dawn)

10781  
00212

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

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

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

Signed, sealed and delivered in the presence of:

GRANTOR:

[Signature]  
Unofficial Witness

[Signature] (SEAL)  
Robert E. McMullen

[Signature]  
Notary Public

[Signature] (SEAL)  
Karen McMullen Geraci

My Commission Expires: 11-2-2018

(NOTARY SEAL)

[Signature] (SEAL)  
Sheri McMullen Kelly



PK 10781 P6212

- 2 -

Attachment: Zoning Appeal - May 2018 (1449 : House of Dawn)

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

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

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

BK 10781 PG 213

Attachment: Zoning Appeal - May 2018 (1449 : House of Dawn)

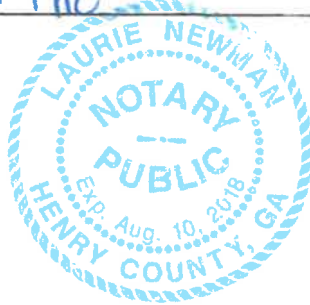


**APPLICANT AFFIDAVIT**

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

Laurie Newman  
Notary Public

3/14/18  
Date



[Signature]  
Signature of Applicant

JON W. JORDAN  
Print Name

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

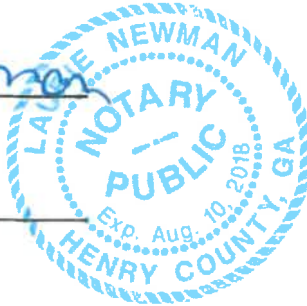
Stockbridge, GA 30281  
City, State, Zip

**OWNERS AFFIDAVIT**

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

Laurie Newman  
Notary Public

3/16/18  
Date



[Signature]  
Zoning Administrator

03-19-18  
Date

Dawn L. Murray  
Signature of Owner

Dawn L. Murray  
Print Name

192 S. Main St.  
Address

Jonesboro, GA 30236  
City, State, Zip

Attachment: Zoning Appeal - May 2018 (1449 : House of Dawn)



678-462-3225

www.horizonsworkshop.com

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| # | Description | Date |
|---|-------------|------|
|   |             |      |
|   |             |      |
|   |             |      |
|   |             |      |

PROJECT CRITERIA

|                                |             |
|--------------------------------|-------------|
| OCCUPANCY CLASSIFICATION:      | RESIDENTIAL |
| TYPE OF CONSTRUCTION:          | V8          |
| SPRINKLERED:                   | NO          |
| FIRE ALARM:                    | YES         |
| BUILDING AREAS IN SQUARE FEET: | 2571 SF     |
| NUMBER OF STORIES:             | 1           |
| BUILDING HEIGHT:               | 23 FEET     |

LOCATION MAP:



CODE REFERENCE

- International Residential Code, 2012 Edition, with Georgia Amendments 2014, 2015, 2017
- International Plumbing Code, 2012 Edition, with Georgia Amendments 2014, 2015
- International Mechanical Code, 2012 Edition, with Georgia Amendments 2014, 2015
- National Electrical Code, 2014 Edition
- International Energy Conservation Code, 2009 Edition, with Georgia Supplements and Amendments (2011, 2012)
- Current edition of the NFPA Codes and Standards as adopted and modified by the State Fire Marshal.
- NFPA 101 Life Safety Code 2012 Edition
- International Fire Code 2012 Edition



| SHEET LIST   |                             |
|--------------|-----------------------------|
| SHEET NUMBER | SHEET NAME                  |
| G001         | Cover Page                  |
| G002         | General Notes               |
| A100         | Architectural Site Plan     |
| A101         | Overall Plan                |
| A109         | Foundation Plan             |
| A110         | Framing Plan - Ground       |
| A111         | Floor Plan - Ground         |
| A120         | Framing Plan - Level 2      |
| A121         | Floor Plan - Level 2        |
| A130         | Framing Plan - Roof Trusses |
| A131         | Roof Plan                   |
| A150         | RCP - Ground                |
| A151         | RCP - Level 2               |
| A210         | Front Elevation             |
| A211         | Side Elevations             |
| A310         | Building Sections           |
| A311         | Building Sections           |
| A312         | Building Sections           |
| A350         | Wall Sections               |
| A351         | Wall Sections               |
| A352         | Wall Sections               |

| SHEET LIST   |                     |
|--------------|---------------------|
| SHEET NUMBER | SHEET NAME          |
| A410         | Enlarged Plans      |
| A450         | Interior Elevations |
| A451         | Interior Elevations |
| A510         | Section Details     |
| A511         | Section Details     |
| A512         | Plan Details        |
| A513         | Elevated Details    |
| A701         | Stair Details       |
| A702         | Stair Details       |
| A910         | 3D Views            |
| A911         | Perspective         |
| PRES100      | Original Design     |

HOUSE OF DAWN  
294 S. Main St.  
Jonesboro, GA 30236

HOUSE OF DAWN

294 S. MAIN ST.  
JONESBORO, GA 30236

|   |
|---|
| DAWN MURRAY<br>294 S. Main St.<br>Jonesboro, GA 30236 |
| Cover Page  |
| G001  |
| Scale 1/4" = 1'-0"                                    |



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PROPERTY ON THIS SIDE OF SOUTH MAIN STREET ZONED H-2

SOUTH MAIN STREET

# HOUSE OF DAWN

294 S. Main St.  
Jonesboro, GA 30236

DAWN MURRAY

294 S. Main St.  
Jonesboro, GA 30236

Architectural Site Plan

A100

Scale 1" = 20'-0"

ADAM GRANT & TANAKA GRANT  
D.B. 10962, PG. 140  
TAX ID: 05241B  
B018 ZONED R-2

KAREN MCMULLEN & SHERI MCMULLEN KELLY  
D.B. 1289, PG. 313  
TAX ID: 05241B  
B019 ZONED R-2

ZONED PARCEL  
TAX ID: 05241B  
TAX ID: 05241B  
B007 ZONED H-2

ROGER E. BRADLEY & DIANA V. BRADLEY  
D.B. 452, PG. 593  
TAX ID: 05241B  
B006 ZONED R-2

TA VETSAYONG  
D.B. 288, PG. 288  
TAX ID: 05241 B  
B002 ZONED R-2

CITY OF JONESBORO, GA  
D.B. 1889, PG. 424  
TAX ID: 05241B  
B008 ZONED H-2

SSWH  
TOP=908.6  
INV. N(SW)=904.70  
INV. N(SE)=904.25  
INV. N(NE)=904.25  
INV. OUT=904.25

ROBERT T. ROME  
D.B. 127, PG. 127  
TAX ID: 05241B  
B006 ZONED H-2





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**HOUSE OF DAWN**  
294 S. Main St.  
Jonesboro, GA 30236

**DAWN MURRAY**  
294 S. Main St.  
Jonesboro, GA 30236

Overall Plan

**A101**

Scale: 1/8" = 1'-0"

7/22/2019 12:04:53 AM

1 Floor Plan - Overall  
1/8" = 1'-0"





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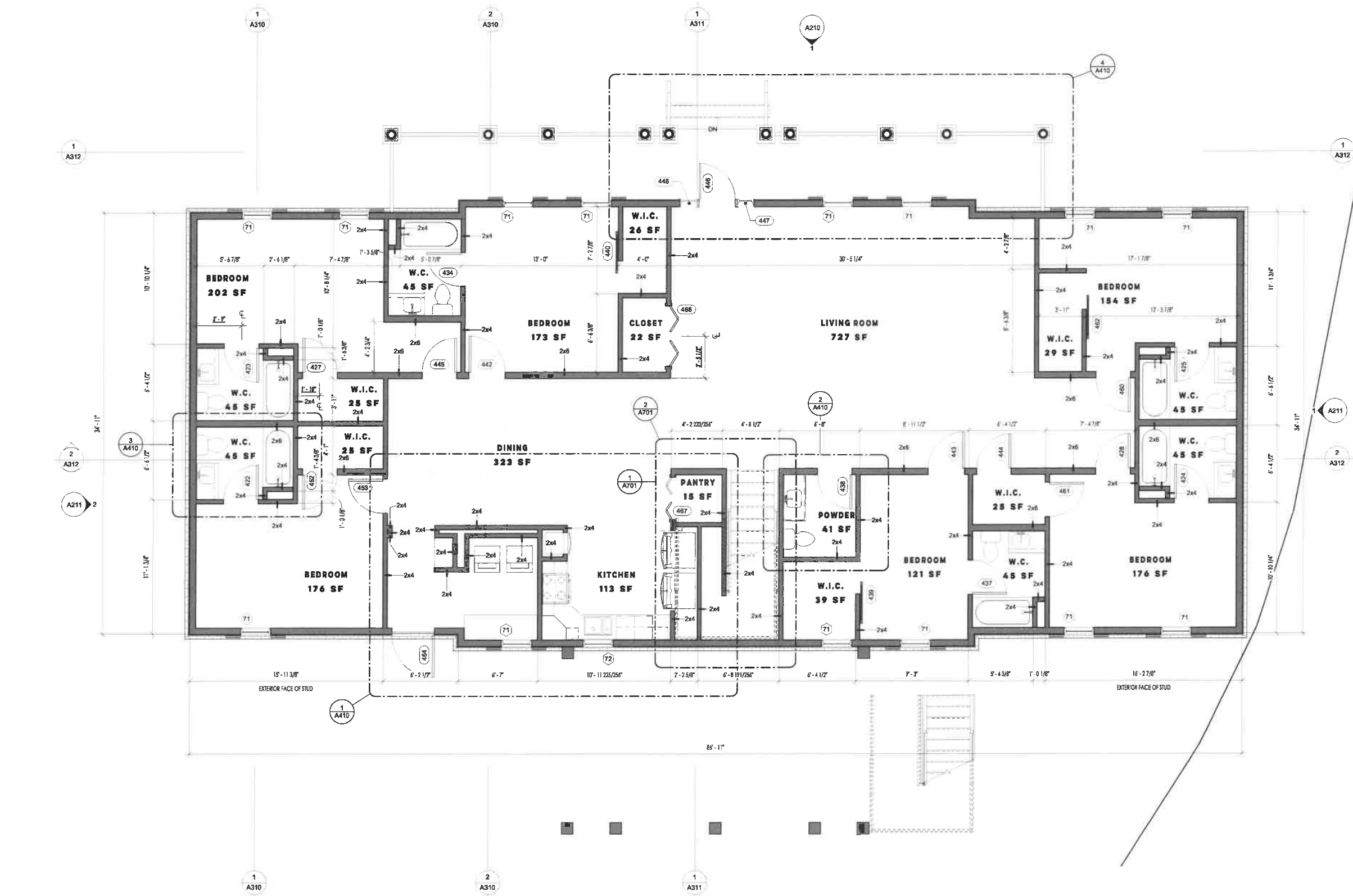
**HOUSE OF DAWN**  
294 S. Main St.  
Jonesboro, GA 30236

**DAWN MURRAY**  
294 S. Main St.  
Jonesboro, GA 30236

Floor Plan - Ground

**A111**

**\*\*ALL DIMENSIONS ARE TO FACE OF STUD UNLESS OTHERWISE NOTED**



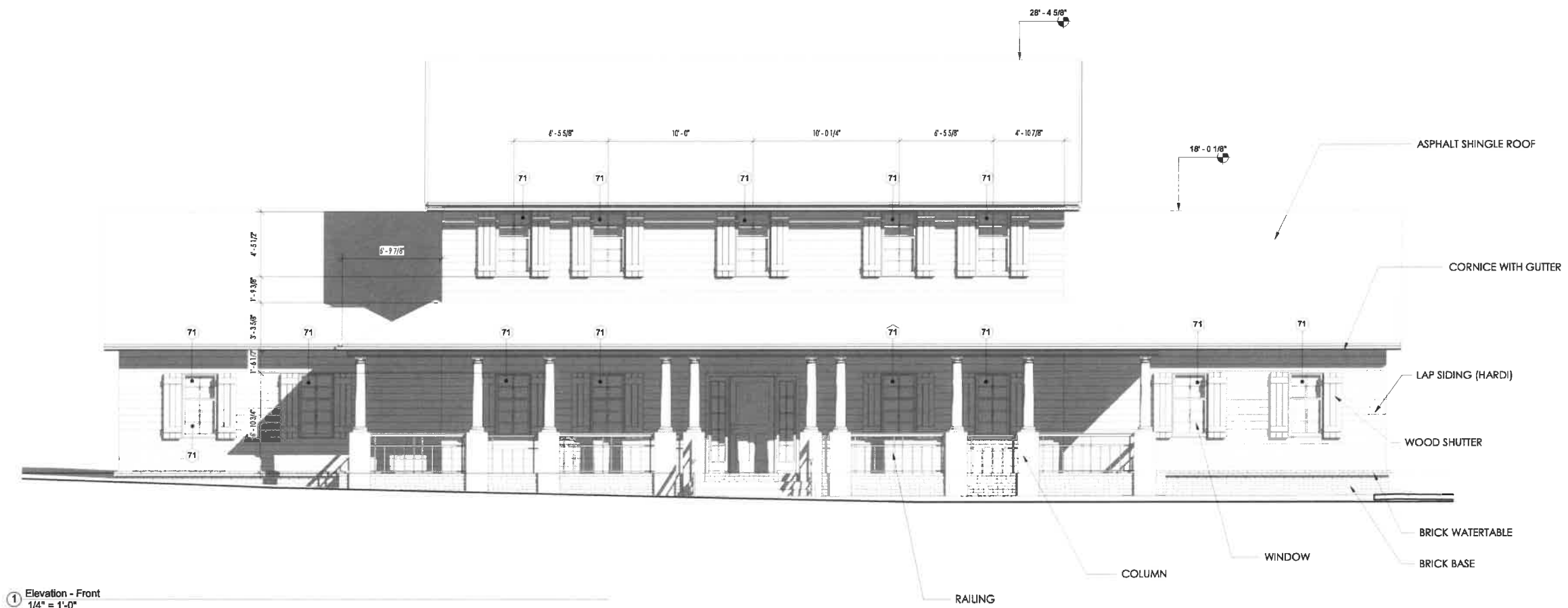
1 Floor Plan - Level 1  
1/4" = 1'-0"



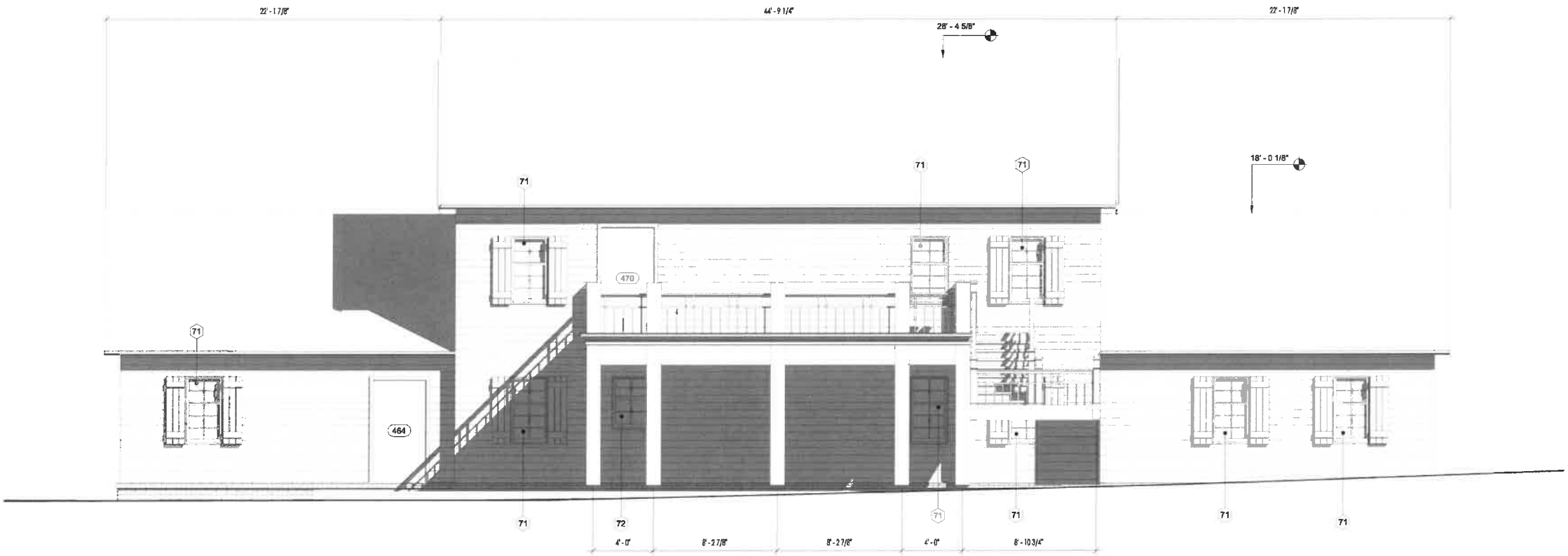
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1 Elevation - Front  
1/4" = 1'-0"



2 Elevation - Rear  
1/4" = 1'-0"

**HOUSE OF DAWN**  
294 S. Main St.  
Jonesboro, GA 30236

**DAWN MURRAY**  
294 S. Main St.  
Jonesboro, GA 30236

Front Elevation

**A210**

Scale: 1/4" = 1'-0"

22/2019 12:05:10 AM





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**HOUSE OF DAWN**  
294 S. Main St.  
Jonesboro, GA 30236

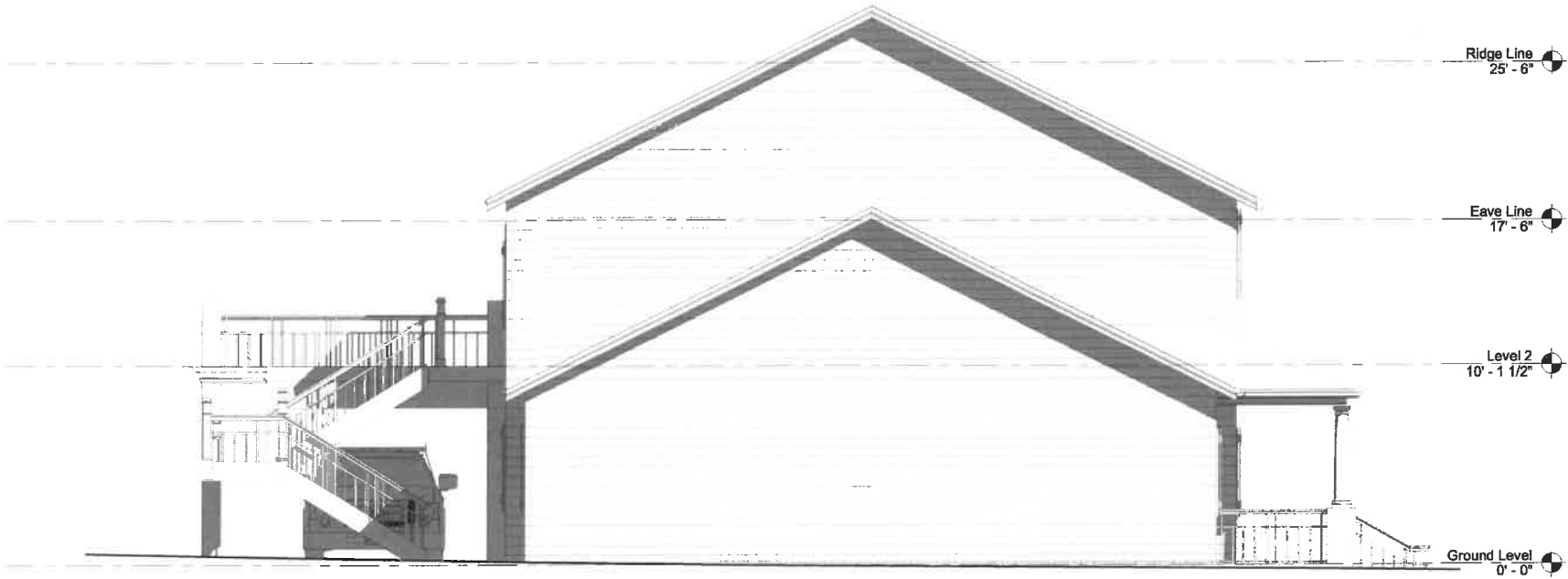
**DAWN MURRAY**  
294 S. Main St.  
Jonesboro, GA 30236

Side Elevations

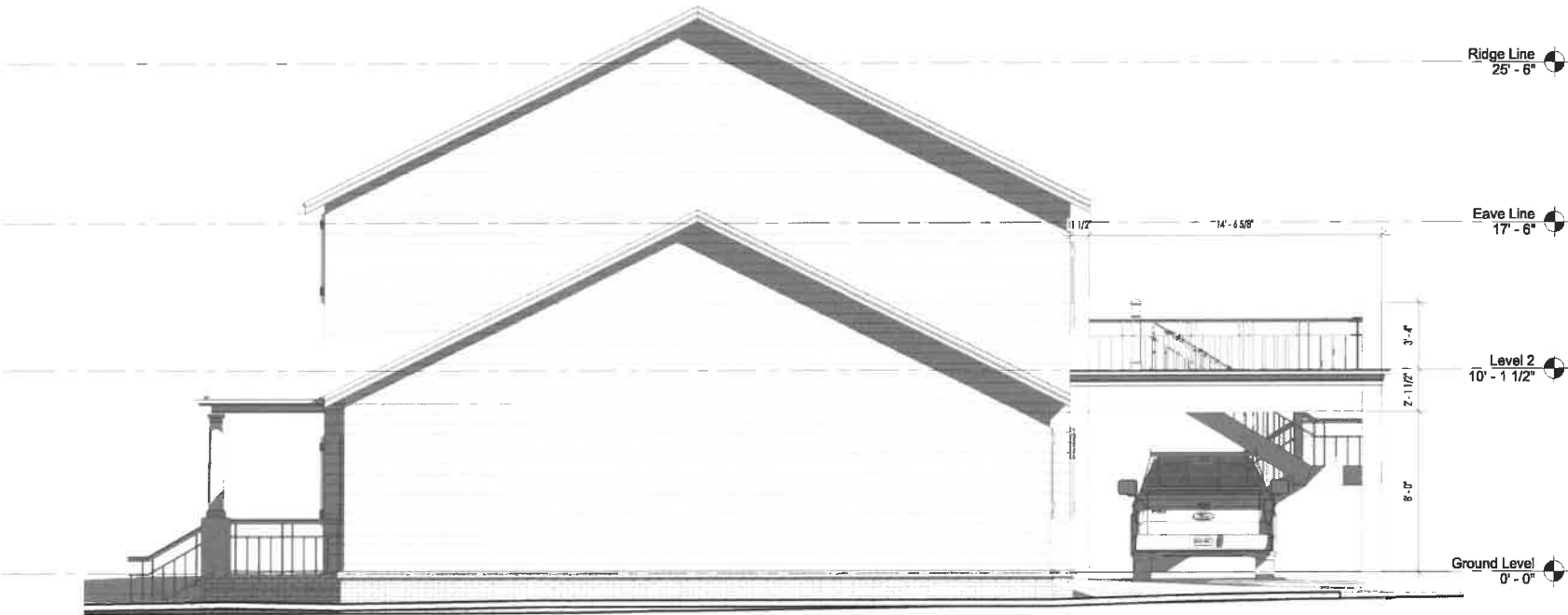
**A211**

Scale 1/4" = 1'-0"

1/22/2019 12:05:17 AM



① Elevation - Side  
1/4" = 1'-0"



② Elevation - Side  
1/4" = 1'-0"

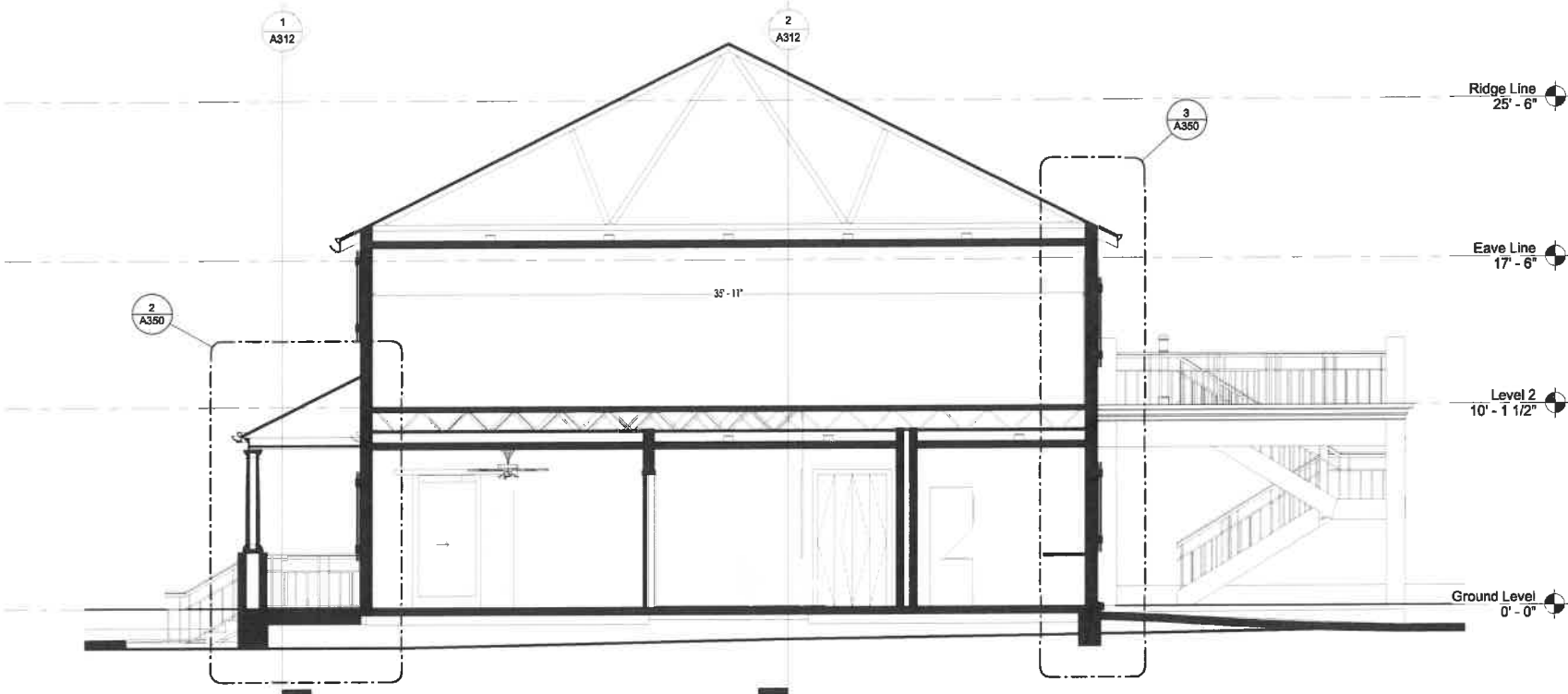


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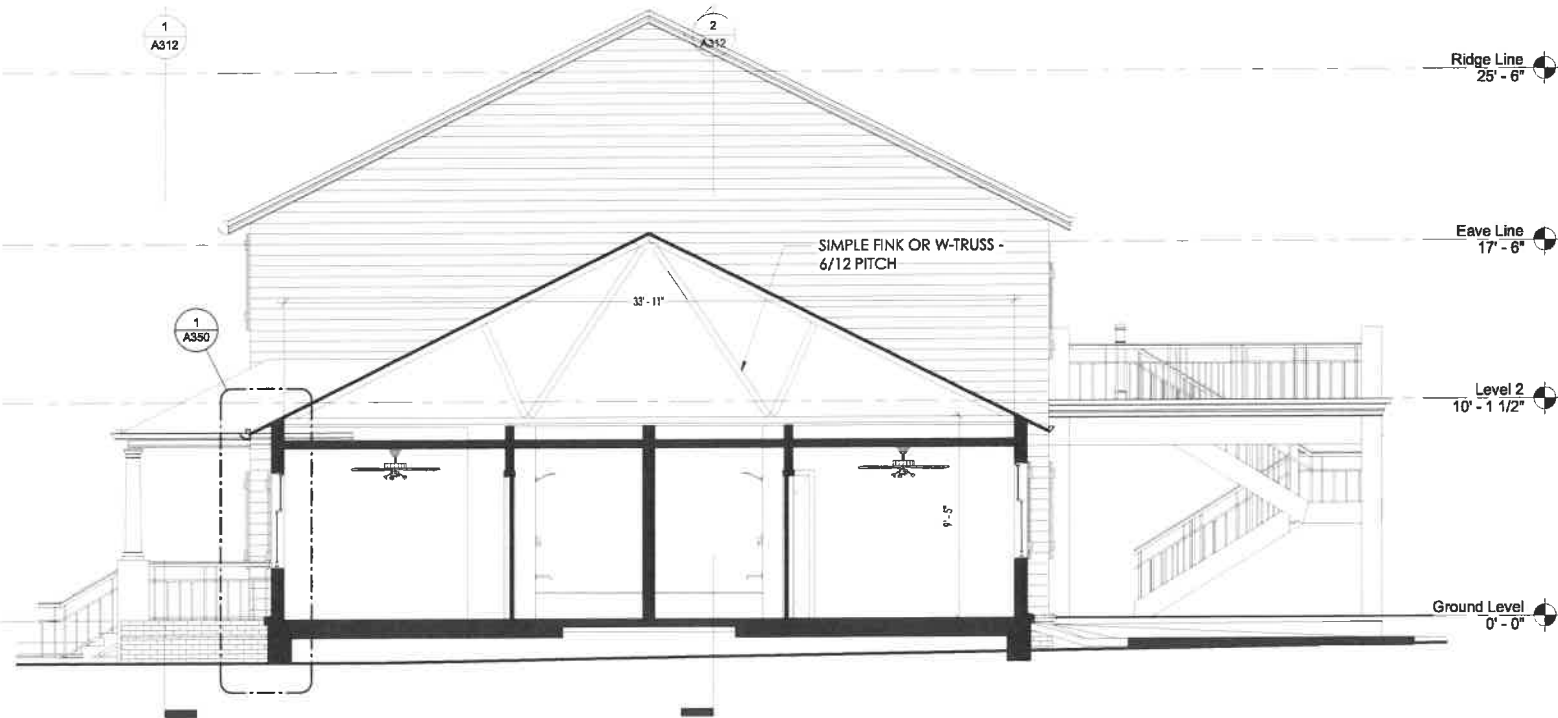
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Section 2  
1/4" = 1'-0"



Section 1  
1/4" = 1'-0"

**HOUSE OF DAWN**  
294 S. Main St.  
Jonesboro, GA 30236

**DAWN MURRAY**  
294 S. Main St.  
Jonesboro, GA 30236

Building Sections

**A310**

Scale: 1/4" = 1'-0"

3/22/2019 12:05:19 AM

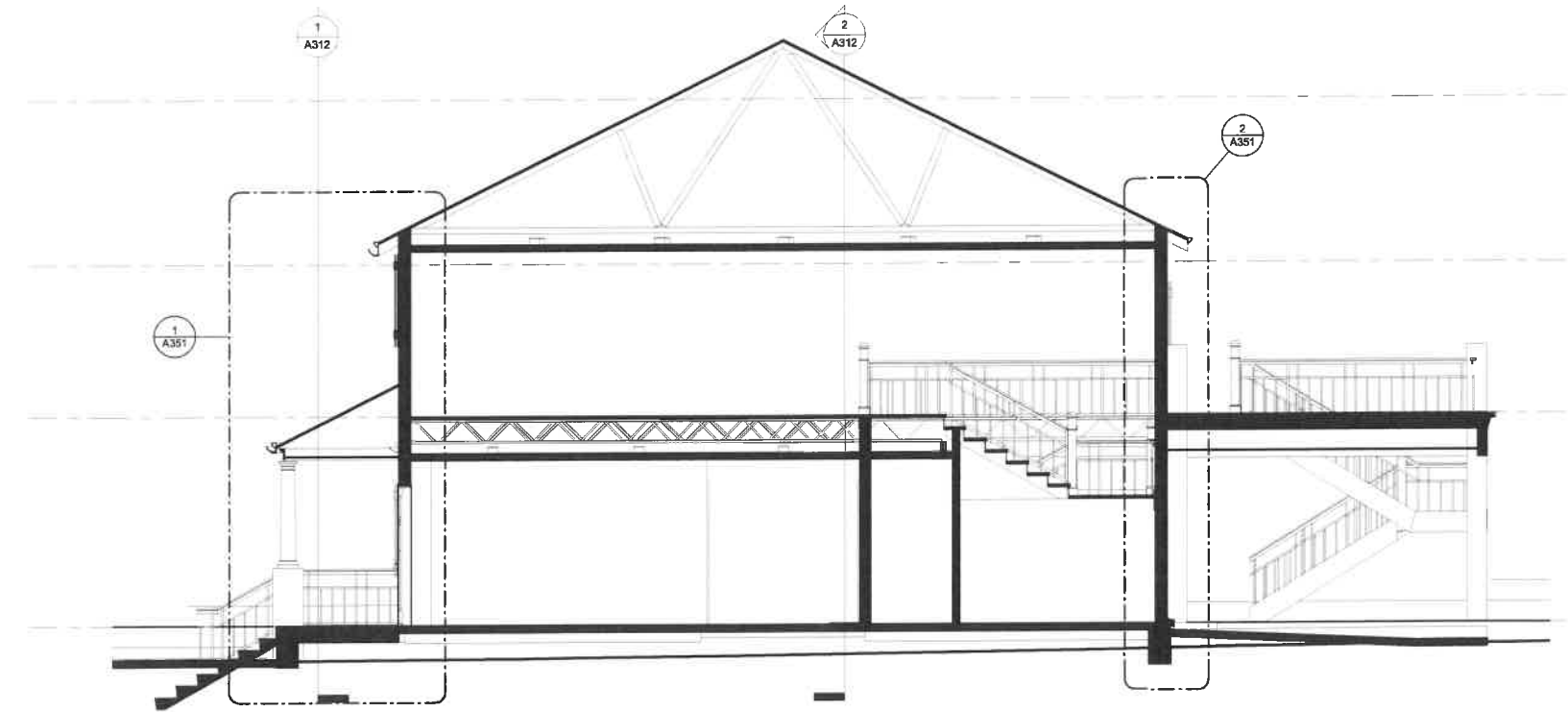


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1 Section 3  
1/4" = 1'-0"

**HOUSE OF DAWN**  
294 S. Main St.  
Jonesboro, GA 30236

**DAWN MURRAY**  
294 S. Main St.  
Jonesboro, GA 30236

Building Sections

**A311**

Scale 1/4" = 1'-0"

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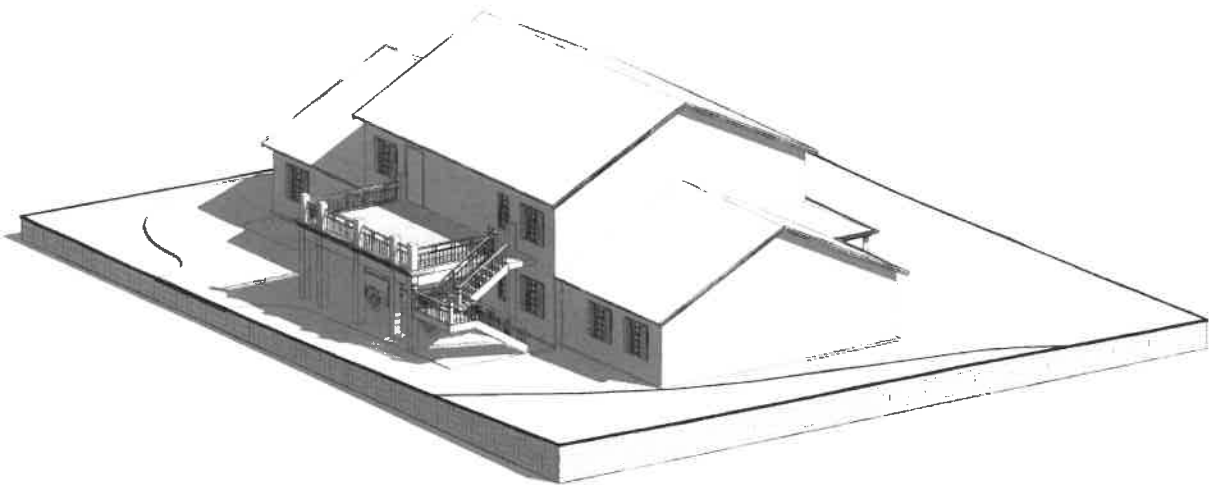
**HOUSE OF DAWN**  
294 S. Main St.  
Jonesboro, GA 30236

**DAWN MURRAY**  
294 S. Main St.  
Jonesboro, GA 30236

3D Views

**A910**

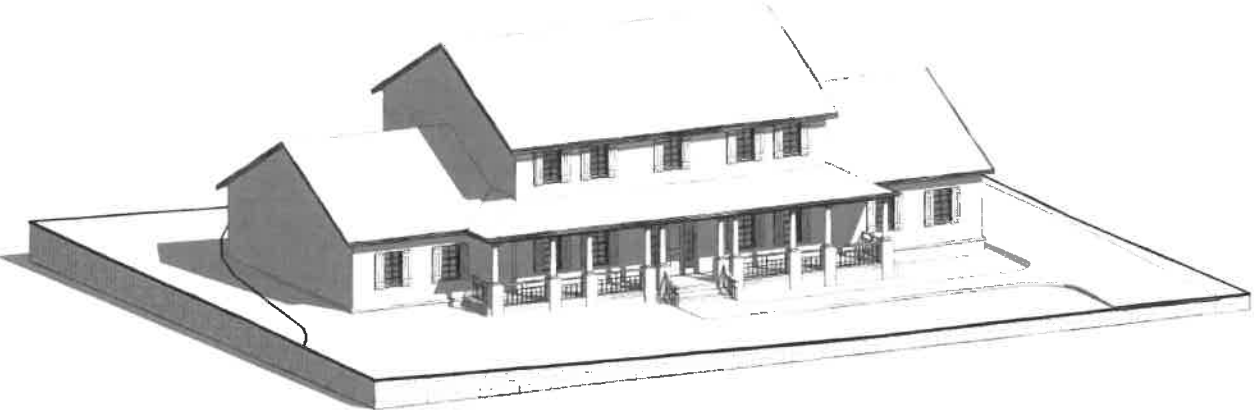
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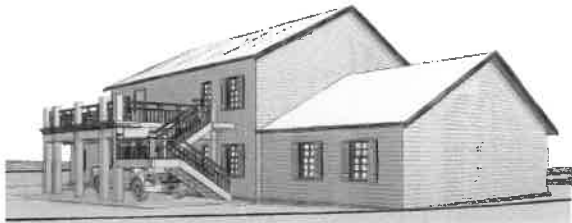
3 Axonometric - Rear 2



2 Axonometric - Rear



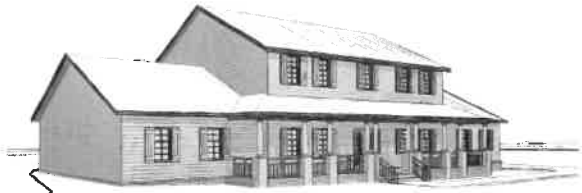
1 Axonometric - Front



7 3D View 4



6 3D View 3

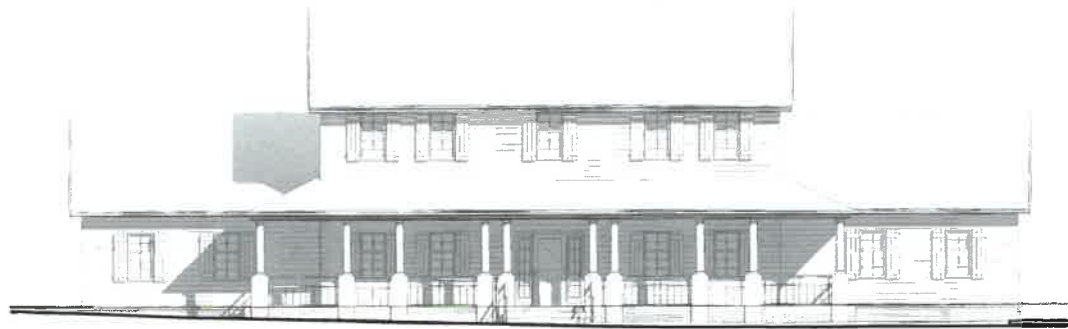


5 3D View 2



4 3D View 1

UPDATED DESIGN



ORIGINAL DESIGN



10.2.h

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**HOUSE OF DAWN**  
294 S. Main St.  
Jonesboro, GA 30236

**DAWN MURRAY**  
294 S. Main St.  
Jonesboro, GA 30236

Original Design

**PRES100**  
Scale 1/8" = 1'-0"

3/22/2019 1:26:42 AM

# CERTIFICATE OF APPROPRIATENESS



City of Jonesboro  
Historic Preservation Commission  
124 North Avenue  
Jonesboro, Georgia 30236



## THIS DOCUMENT TO BE POSTED AT ALL TIMES

The City of Jonesboro Historic Preservation Commission in conforming with Sec. 42-28 of the Code of Ordinances for the City of Jonesboro, hereby grants permission for work to be performed on the premises listed in accordance with outline specification.

PREMISES: House of Dawn

OWNER: Dawn Murray / Community Ventures, LLC

ADDRESS: 192 South Main Street

TYPE: Second chance home (residence)

### Work Approved:

Two-story home on its own lot; Add brick to the base (lower half) on the columns and confirm brick for water table along foundation.

HISTORIC PRESERVATION MEETING DATE: **MAY 20, 2019**

**Under penalty of law, I, the undersigned, assure that the work to be performed will be executed as specified under the terms of this Certificate. If it is determined that changes are necessary, I will apply for those modifications prior to the commencement of any work on those changes.**

**Signed:** Dawn S. Murray  
Applicant

**Approved:** Betsy Wester  
Chairman, Betsy Wester  
Historic Preservation Commission

**Approved:** David D. Allen  
Zoning Administrator, David D. Allen  
City of Jonesboro

Note: An additional permit may still be required. All work shall be in compliance with all Building Codes and Zoning Regulations. This Certificate shall become void unless construction is commenced within six months of the date of issuance.



modified

**Sec. 44-129. - Private streets.**

- (a) *Private streets permitted.* Private streets may, upon application, be permitted by the mayor and city council within major subdivisions, subject to the requirements of this section. Applications for approval of private streets shall be considered by the mayor and city council at the time of preliminary plat approval by the mayor and city council. Following consideration by the mayor and city council to authorize private streets in a major subdivision, the mayor and city council shall consider the application and may impose conditions on the approval of private streets to achieve various public purposes and to avoid potential problems with private streets. No final plat involving a private street shall be approved unless said final plat conforms to the requirements of this section.
- (b) *Engineering plans required.* It shall be unlawful for any person, firm, or corporation to construct a new private street or alter an existing private street or to cause the same to be done without first obtaining approval of engineering and construction plans from the city manager in accordance with the requirements of these regulations and article IV of this code.
- (c) *Standards.* All private streets shall be constructed to all standards for public streets as required by article IV of this code, applicable construction specifications of the City, Georgia Department of Transportation (GDOT) standards and as approved by the city manager.
- (d) *Street names and signs.* Private streets shall be named, subject to the approval of the city manager. The subdivider of land involving a private street shall install street signs with content containing the street name and the designation "private," as approved by the city manager. The sign signifying the private street may be required by the city manager to be a different color than that of street signs provided for public streets, in order to distinguish maintenance responsibilities in the field.
- (e) *Easements.* Easements for private streets shall be designated on final plats as general-purpose public access and utility easements, along with the name of said private street. Said easement shall at minimum be of the same width as that required for the right-of-way of a public street by the comprehensive plan or city manager for the type of public street (local, collector, etc.) most closely resembling the proposed private street. Easements for private streets shall not be included in any calculation of minimum lot size or limitations established by local zoning districts. In the cases of private streets, the general-purpose public access and utility easement for the private street shall either;
  - (1) Be shown in a manner on the final plat such that each lot fronting the private street extends to the centerline of the private street. No lot shall be permitted to be divided by the general purpose public access and utility easement required and established for a private street; or
  - (2) Shall be drawn as its own discrete parcel to be dedicated to a private homeowners association (i.e., not shown to be a part of any lot).
- (f) *Maintenance.* The city shall not maintain, repair, resurface, rebuild, or otherwise improve streets, signs, drainage improvements or any other appurtenances within general purpose public access and utility easements established for private streets. A private maintenance covenant recorded with the County Clerk of the Superior Court shall be required for any private street and other improvements within general-purpose public access and utility easements established for private streets. The covenant shall set out the distribution of expenses, remedies for non-compliance with the terms of the agreement, rights to the use of easements, and other pertinent considerations. The covenant shall specifically include the following terms.
  - (1) The covenant shall establish minimum annual assessments in an amount adequate to defray costs of ordinary maintenance and procedures for approval of additional needed assessments. The covenant shall also specify that the funds from such assessments will be held by a homeowners or property owners association in cases of a subdivision of seven or more lots fronting on a private street.
  - (2) The covenant shall require the formation of a homeowner's association that will be responsible for maintenance and upkeep of all common areas of the development.
  - (3) The covenant shall include a periodic maintenance schedule.
  - (4) The covenant for maintenance shall be enforceable by any property owner served by the private street.
  - (5) The covenant shall establish a formula for assessing maintenance and repair costs equitably to property owners served by the private street.

- (6) The covenant shall run with the land.
- (7) The mayor and city council may, at its discretion, as a condition of approving private streets, require a performance bond and/or maintenance bond be submitted by the subdivider and held by a homeowners or property owners association, or the council may require that the subdivider pay an amount of money as recommended by the city manager into an escrow account or other suitable account for the maintenance and repair of private streets and stormwater management improvements, to be drawn from by the homeowners or property owners association as maintenance and repair needs may arise.

- (g) *Specifications for final plats involving private streets.* The city manager shall not approve for recording any final plat involving a private street unless and until it shall contain the following on the face of the plat:
- (1) Deed book and page reference to the recorded covenant required by this section;
  - (2) "WARNING, City of Jonesboro has no responsibility to build, improve, maintain, or otherwise service the private streets, drainage improvements, or other appurtenances contained within the general public purpose access or utility easement or easements for private streets shown on this plat.";
  - (3) "Grant of Easement. The general purpose public access and utility easement(s) shown on this plat for private street(s) is hereby granted and said grant of rights shall be liberally construed to provide all necessary authority to the City, and to public or private utility companies serving the subdivision, for the installation and maintenance of utilities, including, but not limited to, electric lines, gas lines, telephone lines, water lines, sewer lines, cable television lines, and fiber optic cables, together with the right to trim interfering trees and brush, together with a perpetual right of ingress and egress for installation, maintenance, and replacement of such improvements.

Signature of Property  
Owner"; and,

- (4) (The following certificate of dedication shall be required, unless the mayor and city council waives the dedication requirement.)  
"Certificate of Dedication. All water and sewer lines installed within the general purpose public access and utility easement(s) shown on this plat for private street(s) are hereby dedicated to the City of Jonesboro.

Notarized Signature of  
Property Owner."

- (h) *Requirement for purchaser's acknowledgement of private responsibilities.* Prior to the sale or as a condition of the closing of a real estate transaction involving any lot served by a private street in the city, the subdivider or seller of said lot shall execute a notarized purchaser's acknowledgement of private street construction and drainage maintenance responsibilities as set forth below. A copy of the purchaser's acknowledgement shall be retained by the purchaser and shall be required to be submitted as a condition of a building permit for a principal building on said lot:

**"Purchaser's Acknowledgement of Private Street and Drainage Maintenance Responsibility**

(I)/(We) have read the Declaration of Covenant which pertains to the lot that is the subject of this real estate transaction \_\_\_\_\_ (insert address or attach legal description). (I)/(We) understand that the Declaration of Covenant applies to the lot that (I am)/(we are) purchasing and requires (me)/(us) to provide a specified percentage or amount of the financing for the construction and maintenance of any private street and drainage facilities serving the lot which (I am)/(we are) purchasing, and that owners of other lots on this plat may sue for and recover those costs which this covenant requires (me)/(us) to pay, plus their damages resulting from (my)/(our) refusal to contribute, plus reasonable attorneys fees. (I)/(We) further understand that the City has no obligation to assist with the maintenance and improvement of the private street, drainage facilities, and other appurtenances within the general purpose public access and utility easement for the private road serving the above lot in question. (I)/(We) understand that a copy of this purchaser's acknowledgement shall be required as a condition of the issuance of a building permit for a principal building on the lot (I am)/(we are) purchasing.

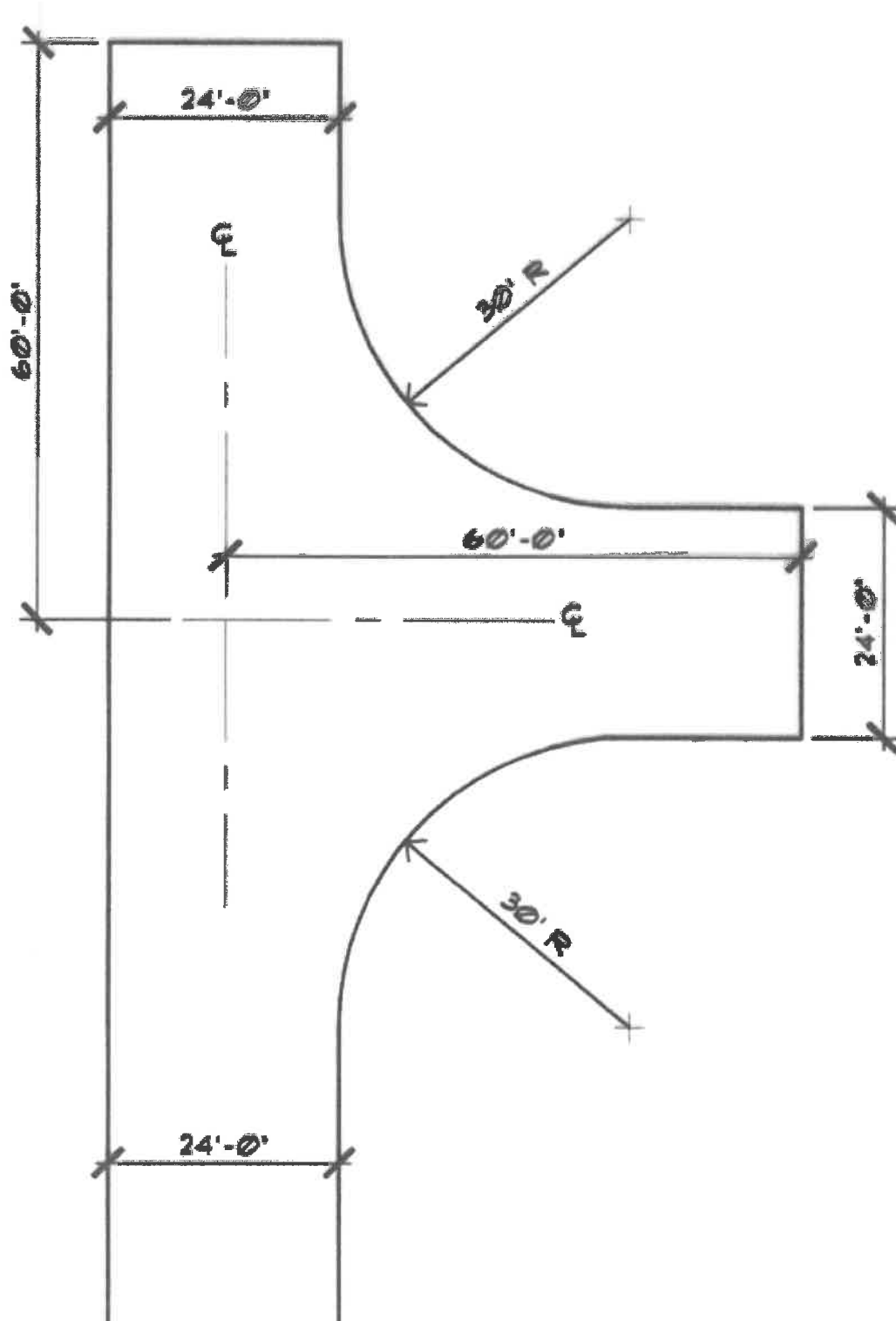
\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser



\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date"



Attachment: Hammerhead (1449 : House of Dawn)

## David Allen

**From:** David Allen  
**Sent:** Wednesday, July 3, 2019 11:56 AM  
**To:** DAWN MURRAY; mlincoln; Whitney Fitzgerald; Michael Love; Jean Hilyard  
**Cc:** MARK G WHITLEY  
**Subject:** House of Dawn Plat

Summary of Jonesboro City Council Work Session on July 1, 2019 regarding the House of Dawn plat:

- "New Dawn Court" street name seemed to be acceptable by the Council.
- The Council expressed the desire that the street status stay as is – a privately owned drive not maintained in any way by the City.
- No other revisions, upgrades, or improvements to the existing street are planned.
- Confirmation of no problems with the Fire Department with the road status was requested. Per Lt. Cameron of the Fire Department:

*Thanks for the information. As a courtesy, I reviewed preliminary pdf conceptual plan for this project provided by Whitley Engineering. Based on the previous information and what you have submitted, there are no additional civil codes we can enforce at this time.*

*Due to the age of the road/access and being a private drive, the cul-de-sac diameter is non-compliant with the IFC 2012 Appendix D. In addition, I would say the road width is non-compliant with IFC 2012 Chapter 5. However, it wouldn't be possible for us to impose new code compliance to a single lot owner on a private roadway. The surrounding stations, primarily 13 are very familiar with these areas and would stage according to the emergency. Plus, with the required sprinkler system in place the IFC allows for slight adjustments to distances, etc.*

*With all that being said, based on the occupancy classification the life safety requirements of this project will be stringent. Thus providing a greater safety net.*

Mr. Lincoln, you mentioned a setback label error on your survey. If you could correct this and put the following specifications below on the plat by the time of next Monday's meeting, that would be great:

*(g) Specifications for final plats involving private streets. The city manager shall not approve for recording any final plat involving a private street unless and until it shall contain the following on the face of the plat:*

*(1) Deed book and page reference to the recorded covenant required by this section; **See Below***

*(2) "WARNING, City of Jonesboro has no responsibility to build, improve, maintain, or otherwise service the private streets, drainage improvements, or other appurtenances contained within the general public purpose access or utility easement or easements for private streets shown on this plat.";*

*(3) "Grant of Easement. The general purpose public access and utility easement(s) shown on this plat for private street(s) is hereby granted and said grant of rights shall be liberally construed to provide all necessary authority to the City, and to public or private utility companies serving the subdivision, for the installation and maintenance of utilities, including, but not limited to, electric lines, gas lines, telephone lines, water lines, sewer lines, cable television lines, and fiber optic cables, together with the right to trim interfering trees and brush, together with a perpetual right of ingress and egress for installation, maintenance, and replacement of such improvements.*

*Signature of Property Owner"; and,*

*(4) (The following certificate of dedication shall be required, unless the mayor and city council waives the dedication requirement.)*

Attachment: Summary Email (1449 : House of Dawn)



*"Certificate of Dedication. All water and sewer lines installed within the general purpose public access and utility easement(s) shown on this plat for private street(s) are hereby dedicated to the City of Jonesboro.*

*Notarized Signature of Property Owner."*

*(h) Requirement for purchaser's acknowledgement of private responsibilities. Prior to the sale or as a condition of the closing of a real estate transaction involving any lot served by a private street in the city, the subdivider or seller of said lot shall execute a notarized purchaser's acknowledgement of private street construction and drainage maintenance responsibilities as set forth below. A copy of the purchaser's acknowledgement shall be retained by the purchaser and shall be required to be submitted as a condition of a building permit for a principal building on said lot:*

*"Purchaser's Acknowledgement of Private Street and Drainage Maintenance Responsibility*

*(I)/(We) have read the Declaration of Covenant which pertains to the lot that is the subject of this real estate transaction \_\_\_\_\_ (insert address or attach legal description). (I)/(We) understand that the Declaration of Covenant applies to the lot that (I am)/(we are) purchasing and requires (me)/(us) to provide a specified percentage or amount of the financing for the construction and maintenance of any private street and drainage facilities serving the lot which (I am)/(we are) purchasing, and that owners of other lots on this plat may sue for and recover those costs which this covenant requires (me)/(us) to pay, plus their damages resulting from (my)/(our) refusal to contribute, plus reasonable attorneys fees. (I)/(We) further understand that the City has no obligation to assist with the maintenance and improvement of the private street, drainage facilities, and other appurtenances within the general purpose public access and utility easement for the private road serving the above lot in question. (I)/(We) understand that a copy of this purchaser's acknowledgement shall be required as a condition of the issuance of a building permit for a principal building on the lot (I am)/(we are) purchasing.*

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date"

**With regard to the private street maintenance covenant specified in Section 44-129(f):**

*(f) Maintenance. The city shall not maintain, repair, resurface, rebuild, or otherwise improve streets, signs, drainage improvements or any other appurtenances within general purpose public access and utility easements established for private streets. A private maintenance covenant recorded with the County Clerk of the Superior Court shall be required for any private street and other improvements within general-purpose public access and utility easements established for private streets. The covenant shall set out the distribution of expenses, remedies for non-compliance with the terms of the agreement, rights to the use of easements, and other pertinent considerations. The covenant shall specifically include the following terms.*

*(1) The covenant shall establish minimum annual assessments in an amount adequate to defray costs of ordinary maintenance and procedures for approval of additional needed assessments. The covenant shall also specify that the funds from such assessments will be held by a homeowners or property owners association in cases of a subdivision of seven or more lots fronting on a private street.*

*(2) The covenant shall require the formation of a homeowner's association that will be responsible for maintenance and upkeep of all common areas of the development.*

- (3) The covenant shall include a periodic maintenance schedule.
- (4) The covenant for maintenance shall be enforceable by any property owner served by the private street.
- (5) The covenant shall establish a formula for assessing maintenance and repair costs equitably to property owners served by the private street.
- (6) The covenant shall run with the land.
- (7) The mayor and city council may, at its discretion, as a condition of approving private streets, require a performance bond and/or maintenance bond be submitted by the subdivider and held by a homeowners or property owners association, or the council may require that the subdivider pay an amount of money as recommended by the city manager into an escrow account or other suitable account for the maintenance and repair of private streets and stormwater management improvements, to be drawn from by the homeowners or property owners association as maintenance and repair needs may arise.

Granted, this is usually reserved for a new private street to be constructed, and it may already exist for this older private drive. If Council feels that this is still necessary (if it does not exist), then I will not be seeking to hold up the building permit for House of Dawn to settle this issue.



**David Allen | Community Development Director | City of Jonesboro, GA**  
 tel: [770-478-3800](tel:770-478-3800) | cell: [770-570-2977](tel:770-570-2977) | [dallen@jonesboroga.com](mailto:dallen@jonesboroga.com) |  
 124 North Avenue | Jonesboro, Georgia 30236 | [www.jonesboroga.com](http://www.jonesboroga.com)  
[Like Us On Facebook](#)      [Like Us on Twitter](#)

## David Allen

---

**From:** mlincoln <mlincoln@bellsouth.net>  
**Sent:** Wednesday, July 3, 2019 1:28 PM  
**To:** DAWN MURRAY; Whitney Fitzgerald; Michael Love; Jean Hilyard; David Allen  
**Cc:** MARK G WHITLEY  
**Subject:** Re: House of Dawn Plat

David,

The setback label has been corrected. As we discussed we will place items (g) 1, 2 and 3 on the plat. We will hold off on the rest. We will also place the following note on the plat:

NOTE "A"

INDIVIDUAL WATER LINES AND SEWER LATERALS NOT IN PLACE ON LOTS  
 2, 3 AND 4. SITE-PLANS SUBMITTED FOR BUILDING ON THESE LOTS SHALL  
 SHOW HOW TIE-IN TO WATER AND SEWER SERVICE WILL BE ACCOMPLISHED.

Thanks

Mark Lincoln, R.L.S. Lincoln Surveying, Inc. 4290 Union Springs Road Stockbridge, GA 30281 Tel. 770-922-1753 Cell. 770-337-2378

On Wednesday, July 3, 2019, 11:55:45 AM EDT, David Allen <dallen@jonesboroga.com> wrote:

Summary of Jonesboro City Council Work Session on July 1, 2019 regarding the House of Dawn plat:

- "New Dawn Court" street name seemed to be acceptable by the Council.
- The Council expressed the desire that the street status stay as is – a privately owned drive not maintained in any way by the City.
- No other revisions, upgrades, or improvements to the existing street are planned.
- Confirmation of no problems with the Fire Department with the road status was requested. Per Lt. Cameron of the Fire Department:

*Thanks for the information. As a courtesy, I reviewed preliminary pdf conceptual plan for this project provided by Whitley Engineering. Based on the previous information and what you have submitted, there are no additional civil codes we can enforce at this time.*

*Due to the age of the road/access and being a private drive, the cul-de-sac diameter is non-compliant with the IFC 2012 Appendix D. In addition, I would say the road width is non-compliant with IFC 2012 Chapter 5. However, it wouldn't be possible for us to impose new code compliance to a single lot owner on a private roadway.*

*The surrounding stations, primarily 13 are very familiar with these areas and would stage according to the emergency. Plus, with the required sprinkler system in place the IFC allows for slight adjustments to distances, etc.*

Attachment: Summary Email2 (1449 : House of Dawn)



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

Agenda Item #

10.3

**CONSENT AGENDA – 3**

COUNCIL MEETING DATE  
July 8, 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 awarding bids submitted with regards to Request for Quotation #19-003, Demolition Services for the City of Jonesboro, Georgia concerning the demolition of single-family residential structures located at 101 Burnett Street (Parcel ID 13241A A009), 103 Burnett Street (Parcel ID 13241A A010), 152 Smith Street (Parcel ID 13241A A012), 175 Cloud Street (Parcel ID 05241B B017), and 206 Fayetteville Road (Parcel ID 13241A A003).

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

Review of Bids for Demolition Services for 5 City Lots

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

Yes Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

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

**C & S Construction and Consulting**

- \$36,200 total
- Asbestos testing cost may be too low. **Subcontractor provided number. Includes all 5 lots.**
- Certified tester? **He will use licensed sub.**
- Asbestos removal not included. **Confirmed.**
- No insurance provided. **Will provide by Monday, July 1<sup>st</sup>**
- Need more detailed cost breakdown. **Cost includes everything but asbestos remediation/removal.**

**Eagle Demolition and Environmental**

- \$60,934 total
- Asbestos certification provided.
- Business license provided.
- Liability insurance provided.
- Price includes asbestos testing, but not asbestos remediation. **Confirmed.**
- Need more detailed cost breakdown. **Will provide by Monday, July 1<sup>st</sup>.**

**Summit Design Build, LLC**

- \$111,273.75 total
- Demo permit costs seem too high. **\$4200 struck from bid for permitting.**

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

July, 8, 2019

**07/01/19  
ITEM**

**City Council  
Next: 07/08/19**

**CONSENT AGENDA**

**Signature**

City Clerk's Office



- Liability insurance provided.
- Asbestos remediation not included in price. **Confirmed. Estimated to be \$5000 per each of 5 lots = \$25,000**
- **Estimated revised bid: \$132,000**

#### **C & C Lovejoy, LLC**

- \$112,300 total
- Need 10 extra days to complete work (40 total). **EPD**
- Licensed? **Yes**
- Bid bond provided.
- Confirm that initial bid amount includes asbestos remediation. **Confirmed by contractor that price includes ALL services.**
- Need more detailed cost breakdown. **Provided.**

**Based on the degree of provided information and the amount of the bids, staff recommends approval of C & C Lovejoy's bid. They are the only ones that have examined every house, and their total cost is largely known. Summit would likely be \$20,000 more. Eagle and C&S costs will likely rise to comparable with C & C once asbestos testing, remediation, and removal is complete. Their bids have a significant unknown factor.**

#### **Fiscal Impact**

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

City-owned properties; work done by private contractor

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

•

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

**Approval for C & C Lovejoy, LLC**



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

**Agenda Item #**

**10.4**

**CONSENT AGENDA – 4**

**COUNCIL MEETING DATE**

July 8, 2019

**Requesting Agency (Initiator)**

Office of the City Manager

**Sponsor(s)**

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

Council to consider Ordinance 2019-012 to amend the code of ordinances, City of Jonesboro, Georgia by amending various provisions of chapter 6 (alcoholic beverages and tobacco products) to authorize and regulate licensing for breweries, microbreweries and brewpubs; provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other lawful purposes.

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

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

Yes

**Summary & Background**

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

Governor Nathan Deal signed Senate Bill 85 into law on May 8, 2017. SB 85 allows manufacturers of distilled spirits and malt beverages to sell a limited amount of the products they produce directly to the public for consumption both on and off a manufacturer's premises. These manufacturers may only sell distilled spirits and beer that have been manufactured on-site, and they may only sell to consumers who visit the distiller's or brewer's manufacturing location.

The bill enumerates the quantity of distilled spirits and beer distilleries and breweries may sell on both a "per year" basis and "per consumer per day" basis. It also specifies that distillers and brewers may sell their products on all days and at all times that sales by retailers of these products would otherwise be allowed, including Sundays.

SB 85 requires distilleries and breweries to remit local sales and excise taxes for all distilled spirits and beer sales made directly to consumers.

Additionally, SB 85 amended the "brewpub" exception to the three-tier alcohol distribution system by allowing the holder of a brewpub license to sell wine and beer by the package, subject to local approval.

Within the Code of Ordinances for the City of Jonesboro, there are not any provisions for the allowance of a brew pub or microbreweries. Pursuant to the Arts and Entertainment District, staff is seeking to add provisions for the allowance of this use.

**Sec. 6-2. Definitions.**

.....

**Brewery:** A manufacturing facility for the production of malt beverages.

**Brewpub:** Any eating establishment in which beer or malt beverages are manufactured or brewed, subject to the barrel production limitation prescribed in O.C.G.A. §3-5-36 for retail consumption on the premises and solely in draft form. Manufacturing and storage operations shall be contained solely indoors with no outdoor storage permitted.

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

July, 8, 2019

**07/01/19  
ITEM**

**City Council  
Next: 07/08/19**

**CONSENT AGENDA**

**Signature**

**City Clerk's Office**

....

**Microbrewery:** A manufacturing facility for the production of malt beverages that produces ten thousand (10,000) barrels or less of malt beverage per year and whose manufacturing and storage operations are contained solely indoors with no outdoor storage of any ingredients, byproducts or final products produced.

1) Licenses for the sale of alcoholic beverages shall be issued by the city clerk or his designee at an annual license fee as established herein:

- a. Retail consumption on the premises (distilled spirits, malt beverages, and wine) ..... \$4,500.00
- b. **Retail consumption on the premises (malt beverages only, including brewpubs) ..... \$1,000.00**
- c. Retail consumption on the premises (wine only) ..... \$1,000.00
- d. Retail package sales (malt beverages and wine) ..... \$2,000.00
- e. Retail package sales (malt beverages only) ..... \$1,000.00
- f. Retail package sales (wine only) ..... \$1,000.00
- g. Art Gallery License .... \$300.00
- h. On-Premise Art License . . . \$500.00
- i. **Microbrewery License . . . \$3,500.00**

(c) It shall be prohibited to obtain a Microbrewery license within the following areas of the City:

(1) Any area not authorized for the location and operation of Microbreweries pursuant to Section 86-114, "A-E Zone (Arts and Entertainment District Overlay)" of Chapter 86, "Zoning," of the City Code. Any Microbrewery not in compliance with said provisions of Chapter 86 shall not receive a license from the City and shall not open or operate.

(2) Within any area prohibited by State Law.

**Fiscal Impact**

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

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

- Ord 2019-012 - Microbreweries and Brewpub

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

**Approval**





1     **STATE OF GEORGIA**

2     **CITY OF JONESBORO**

3                             **ORDINANCE NO. 2019-012**

4     AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF JONESBORO,  
5     GEORGIA BY AMENDING VARIOUS PROVISIONS OF CHAPTER 6 (ALCOHOLIC  
6     BEVERAGES AND TOBACCO PRODUCTS) TO AUTHORIZE AND REGULATE  
7     LICENSING FOR BREWERIES, MICROBREWERIES AND BREWPUBS; PROVIDE FOR  
8     SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN  
9     EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

10  
11         **WHEREAS**, the duly elected governing authority of the City of Jonesboro, Georgia (the  
12     “City”) is the Mayor and Council thereof;

13         **WHEREAS**, the City has the power to adopt reasonable regulations promoting the public  
14     health, safety and general welfare of its citizenry pursuant to Article IX, Section II, Paragraph II  
15     of the 1983 Constitution of the State of Georgia; the Municipal Home Rule Act (O.C.G.A. § 36-  
16     35-1 *et seq.*); and Section 1.13(11) of the City’s Charter;

17         **WHEREAS**, the Mayor and Council have previously adopted regulations of alcohol  
18     distribution, production and consumption in the City and punishment for violations thereof;

19         **WHEREAS**, the Mayor and City Council desire to promote local businesses such as  
20     breweries and microbreweries in order to improve economic development within the City and be  
21     an inviting destination for visitation and tourism; and

22         **WHEREAS**, the public health, safety and general welfare of the citizens of the City will  
23     be positively impacted by the adoption of this Ordinance.

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.** That the City Code, Chapter 6, Alcoholic Beverages and Tobacco  
Products, is hereby amended by revising Section 6-2, Definitions, of Article I, In General,  
to add definitions of “brewery,” “brewpub” and “microbrewery” to read as follows:

**Sec. 6-2. Definitions.**

.....

*Brewery:* A manufacturing facility for the production of malt beverages.

*Brewpub:* Any eating establishment in which beer or malt beverages are  
manufactured or brewed, subject to the barrel production limitation prescribed  
in O.C.G.A. §3-5-36 for retail consumption on the premises and solely in draft  
form. Manufacturing and storage operations shall be contained solely indoors  
with no outdoor storage permitted.

....

*Microbrewery:* A manufacturing facility for the production of malt beverages  
that produces ten thousand (10,000) barrels or less of malt beverage per year and  
whose manufacturing and storage operations are contained solely indoors with  
no outdoor storage of any ingredients, byproducts or final products produced.

**Section 2.** That the City Code, Chapter 6, Alcoholic Beverages and Tobacco  
Products, is hereby further amended by revising Section 6-36 (Licenses Required to Sell  
Alcoholic Beverages), of Article II, Licensing, to read as follows:

**Sec. 6-36. Licenses Required to Sell Alcoholic Beverages.**

Any person desiring to sell alcoholic beverages in the city, whether for consumption on the premises or via retail package sale, shall apply for and obtain a license from the city prior to commencing operations. Operating without a license shall be a violation of this chapter and shall be punishable as provided in sections 6-181 and 6-182.

(1) Licenses for the sale of alcoholic beverages shall be issued by the city clerk or his designee at an annual license fee as established herein:

- a. Retail consumption on the premises (distilled spirits, malt beverages, and wine) ..... \$4,500.00
- b. Retail consumption on the premises (malt beverages only, including brewpubs) ..... \$1,000.00
- c. Retail consumption on the premises (wine only) ..... \$1,000.00
- d. Retail package sales (malt beverages and wine) ..... \$2,000.00
- e. Retail package sales (malt beverages only) ..... \$1,000.00
- f. Retail package sales (wine only) ..... \$1,000.00
- g. Art Gallery License .... \$300.00
- h. On-Premise Art License . . . \$500.00
- i. Microbrewery License . . . \$3,500.00

(2) All licenses issued herein shall constitute a mere grant of a privilege to carry on such business during the term of the license subject to all the terms and conditions imposed by this chapter, the charter, and related ordinances of this Code, and the Constitution, laws and regulations of the state and the United States of America applicable to such business.

- (3) All licenses issued under this article shall have printed on the face the following words:

"THIS LICENSE IS A PRIVILEGE AND IS SUBJECT TO BEING REVOKED AND ANNULLED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JONESBORO AND IS SUBJECT TO LAWS, ORDINANCES AND REGULATIONS HEREAFTER ADOPTED."

- (4) Both the licensee and/or license representative shall be the authorized and duly constituted agent for service of all notices and processes required to be served on or given hereunder for any action or proceeding or uses of any nature whatsoever permitted under the provisions of this chapter or under any other provisions of this Code.

**Section 3. That the City Code, Chapter 6, Alcoholic Beverages and Tobacco Products, is hereby further amended by revising Section 6-44 (Compliance with Zoning Regulations), of Article II, Licensing, to read as follows:**

**Sec. 6-44. Compliance with Zoning Regulations.**

- (a) No license under this chapter shall be issued unless the location of the proposed premises meets currently applicable provisions of the zoning code of the city as amended; further, no license shall be issued unless the location of the proposed premises is within the areas of the city zoned C1, C2, H1, H2, M1, or within the Tara Boulevard Overlay District, which zones are further described in the city's zoning code.
- (b) The provisions of this section shall not apply to those business establishments holding a valid license to conduct retail package sales on the date of adoption of this chapter provided that such license remains current and does not become and remain inactive for a period exceeding 12 months from the date last issued.



(c) It shall be prohibited to obtain a Microbrewery license within the following areas of the City:

(1) Any area not authorized for the location and operation of Microbreweries pursuant to Section 86-114, "A-E Zone (Arts and Entertainment District Overlay)" of Chapter 86, "Zoning," of the City Code. Any Microbrewery not in compliance with said provisions of Chapter 86 shall not receive a license from the City and shall not open or operate.

(2) Within any area prohibited by State Law.

**Section 4. That the City Code, Chapter 6, Alcoholic Beverages and Tobacco Products, is hereby further amended by revising new Section 6-115, 6-116 and 6-117 to Article IV, Regulation of Sales by the Drink, to read as follows:**

**Sec. 6-115. Microbrewery License; Regulations Generally.**

The following regulations shall apply to licensed microbrewery establishments:

(1) A microbrewery license may be obtained only by establishments operating as a brewery or a brewpub.

(2) A microbrewery licensee, or employee thereof, shall be permitted a limited exception under this Chapter to taste draft beer and wine at the licensed premises for quality control or educational purposes only. At no time however, shall a licensee or employee become intoxicated at the licensed premises.

(3) An individual applying for a microbrewery license shall indicate on their application whether he or she intends to open and operate a brewery or brewpub.

(4) All operations by a microbrewery shall be conducted within an enclosed building.

(5) No screen, partition or anything which prevents a clear view into the interior of a microbrewery from the street, nor any booth within, shall be permitted.

(6) The state regulations relating to the manufacture, sale, and distribution of beer, as revised from time to time, promulgated by the State Department of Revenue, are hereby incorporated into and made a part of this Chapter as if fully set out in this Section.

**Sec. 6-116. Provisions Applicable to Breweries Only.**

(a) A microbrewery licensee operating a brewery shall be authorized to provide guided tours of said brewery, during which a "free tasting" of malt beverages or beer may be conducted by the brewery. Said tours and tastings shall be permitted in accordance with the Official Code of Georgia, as amended from time to time.

(b) No "free tasting" of beer or malt beverages shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no pouring or tasting of beer or malt beverages shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or on any other days or times prohibited by state law. Promotional or educational tours of a brewery facility shall also only be permitted within these allowed timeframes.

- (c) All malt beverages or beer provided at the "free tasting" shall be served by a state licensed representative of the brewery and shall be malt beverages or beer brewed on-site by said brewery.
- (d) The licensed brewery may elect to provide non-alcoholic food or beverages at no charge to customers or tour-attendees, either directly or indirectly.
- (e) No person who is a participant in an educational or promotional tour may bring alcoholic beverages obtained off the premises of the licensed brewery to said brewery under any circumstances.
- (f) Souvenirs may be provided by a brewery, including souvenir containers that may be used in "free tastings" sponsored by the brewery, in compliance with O.C.G.A. § 3-5-38, as amended from time to time. No brewery providing free souvenirs pursuant to this section shall provide, directly or indirectly, more than one souvenir to the same individual in one calendar day. An individual shall be 21 years of age or older to receive a free souvenir or "free tasting."
- (g) Except as set forth in this section, a microbrewery licensee operating a brewery shall be subject to all applicable sections of this Chapter.
- (h) Operation of a brewery shall prohibit a microbrewery licensee from obtaining any other category of alcohol beverage license available under this Chapter for the same premises.

**Sec. 6-117. Provisions Applicable to Brewpubs Only.**

- (a) A microbrewery licensee operating a brewpub shall be authorized to operate an eating establishment that shall be the sole retail outlet for such malt beverages and that may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesaler and, provided further, in addition to malt beverages manufactured on the premises, each brewpub licensee shall offer for sale commercially available canned or bottled malt beverages purchased from a licensed wholesale dealer.
- (b) Should a microbrewery licensee operating a brewpub offer for sale other alcoholic beverages produced by other manufacturers on the premises of the brewpub, the licensee shall also be required to obtain an on-premises consumption license.
- (c) The holder of a microbrewery license who is operating a brewpub shall not be entitled by virtue of said microbrewery license to sell alcoholic beverages by the package for consumption off the premises.
- (d) A microbrewery licensee operating a brewpub shall pay all state and local license fees and excise taxes applicable to individuals licensed under this Chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (e) Except as set forth in this section, a microbrewery licensee operating a brewpub shall be subject to all applicable sections of this Chapter.



(f) Brewpubs may not pour or serve malt beverages between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no sale or pouring of malt beverages or wine shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or on any other days or times prohibited by state law. Where in conflict with the operating hours permitted for other establishments offering on-premises consumption, the operating hours of this subsection shall control for brewpubs.

**Section 5.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 6.** (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 the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 7.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section 8.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Jonesboro, Georgia.

**Section 9.** The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

**ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
Joy Day, Mayor

**ATTEST:**

\_\_\_\_\_  
Ricky L. Clark, Jr., City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven M. Fincher, City Attorney



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

**Agenda Item #**

**10.5**

**CONSENT AGENDA – 5**

**COUNCIL MEETING DATE**

July 8, 2019

**Requesting Agency (Initiator)**

Office of the City Manager

**Sponsor(s)**

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

Council to consider approval of a Professional Architectural and Engineering Services Agreement by and between the **CITY OF JONESBORO, GEORGIA** and **NELCO ARCHITECTURE, INC.** for the design and construction of the Jonesboro City Center.

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

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

**Yes** **Economic Development**

**Summary & Background**

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

Over the past few months, Staff has worked alongside 4PM to procure an architect for the Jonesboro City Center (Municipal Complex). The process included firms interested in participating submitting their qualifications and financial capacity. Upon completion of the first phase which included those entities submitting their qualifications, staff & 4pm qualified architects. There were four that were invited to participate in submitting a pricing proposal. On Monday, May 6, 2019 interviews were conducted for the pricing proposals submitted for architectural services necessary for the new Jonesboro City Center. Following the interviews, 4PM has completed their review and analysis of the pricing proposals submitted by the three architectural firms. The interviews allowed us to determine exactly which services each firm was proposing so as to compare like proposals. Attached is a copy of the analysis. Each proposal was based on a flat fee, though two of the firms included an estimate of the construction costs. One of the firms, TSW, also included both a base fee quote and costs for additional services.

During the interviews we were able to determine that the fee quotes from Rosser and Wakefield Beasley included all of the services in TSW's base fee, plus the additional services except for acoustical consultants and FF&E consultants. In order to compare as accurately as possible, we then first awarded pricing points to each of the firms based on their base fee proposals. We then added the cost quoted by TSW for acoustical and FF&E to the base proposals of Rosser and Wakefield Beasley and awarded pricing points based on the total fees. We then totaled the pricing scores and qualification scores. Finally, we averaged the base fee scoring and the total fee scoring. (See attached spreadsheet.)

As a result of the combined scoring (both qualification scoring and pricing scoring) Wakefield Beasley was the clearly the leader, both in qualification as well as pricing. In light of not only their competitive pricing, but their understanding of the overall importance of this project to the greater vision for Blueprint Jonesboro, it is our recommendation that the City Council select Wakefield Beasley as the preferred architectural firm and that we be authorized to proceed to negotiate a schedule of services and contract with them for the design on the new Jonesboro City Center.

**About the Jonesboro City Center:**

Over the last several years, Jonesboro Georgia has worked to create an aspirational and achievable plan for the

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

July, 8, 2019

**07/01/19  
ITEM**

**City Council  
Next: 07/08/19**

**CONSENT AGENDA**

**Signature**

**City Clerk's Office**

future of our community. In 2016, the City began seeking public input regarding the future of downtown Jonesboro; and from those findings, in April 2017, created the LCI Downtown Plan Update to include a new Municipal Complex adjacent to the public greenspace created by Lee Street Park. The Jonesboro City Center building should blend architecturally with the downtown district, but not be limited to historical styles. The building should reflect the vision for the future of Jonesboro as a growing, progressive City that encourages new ideas and investment. The existing City Hall and Police Station are very dated.

As part of the recent Livable Centers Initiative, a Municipal Complex Workshop was held on July 11, 2018. The Workshop was led by TSW, and attended by the Mayor and City Manager, city employees, and members of the Jonesboro Police Department, all of whom will occupy the proposed space. During the workshop, TSW introduced the supplemental study and how it pertained to the Municipal Complex, discussed the current space and programmatic elements of the City Hall and Police Department, and shared case studies of different municipal complexes around the southeastern United States. Next, the consultants facilitated a dialogue on what programmatic elements would be needed for the Municipal Complex, worked with attendees to create a rough site plan, and presented different architectural styles to gauge the kind of look and feel the building would have.

In addition to the Workshop held with City Staff, there was also an opportunity for the general public to chime in on an appropriate architectural treatment for the City Center. Those public comments were indicative of the suggested preference for “traditional” architecture that reflects Jonesboro’s past, with a bias towards red brick as a familiar cladding material. At the same time, there was widespread interest in a “more contemporary” treatment for this signature building, that could suggest a more forward-thinking image for Jonesboro. There were two sketches of façade treatments presented and renderings introducing both were shared.

Overwhelmingly there was a love for the Art Deco option. The rendering address and important consideration: the fact that this landmark building, in its prominent location, will be seen as a symbol of the city’s aspirations both by day and at night. One of the appealing attributes of the Art Deco style, with its sculptural forms often clad in white, is its emphasis on the contrasts of light and shadow on its surfaces. This style is especially well-suited to dramatic nighttime lighting.

#### Fiscal Impact

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

| Architects Pricing    |  | Rosser        |  | TSW        |  | Wakefield    |
|-----------------------|--|---------------|--|------------|--|--------------|
| Construction Cost Est |  | 10,500,000.00 |  |            |  | 8,000,000.00 |
|                       |  | 5.24%         |  |            |  | 5.886%       |
| Section               |  |               |  |            |  |              |
| Program Verification  |  |               |  | 16,180.00  |  | 31,700.00    |
| Schematic Design      |  |               |  | 26,000.00  |  | 44,400.00    |
| Design Development    |  |               |  | 79,500.00  |  | 102,720.00   |
| Value Eng. Analysis   |  |               |  | 107,500.00 |  | 66,600.00    |
| Construction Docs     |  |               |  | 90,000.00  |  | 111,000.00   |



|                           |    |            |            |            |
|---------------------------|----|------------|------------|------------|
| Contract Admin            |    |            | 70,000.00  | 114,480.00 |
| Sub Total                 |    | 550,000.00 | 389,180.00 | 470,900.00 |
|                           |    | 71%        | 100%       | 83%        |
| Base Pricing Score        | 40 | 28.30      | 40.00      | 33.06      |
|                           |    |            |            |            |
|                           |    |            |            |            |
| Additional Services       |    |            |            |            |
| Rendering                 |    |            |            |            |
| VE Consult                |    |            |            |            |
| Environmental Graphic     |    |            |            |            |
| FFE Consult               |    | 40,750.00  | 40,750.00  | 40,750.00  |
| AV & Comm Consult         |    |            |            |            |
| Bld Envelope              |    |            |            |            |
| ADA Consult               |    |            |            |            |
| Survey Consult            |    |            | 8,900.00   |            |
| Acoustical Consult        |    | 14,500.00  | 14,500.00  | 14,500.00  |
| Access Road               |    |            | 48,300.00  |            |
| Traffic Circle            |    |            | 28,300.00  |            |
| Reimbursable Est          |    |            | 10,800.00  |            |
| Parking Signs Curb etc    |    |            | 149,000.00 |            |
|                           |    | 55,250.00  | 300,550.00 | 55,250.00  |
| Total                     |    | 605,250.00 | 689,730.00 | 526,150.00 |
|                           |    | 87%        | 76%        | 100%       |
| Total Pricing Score       | 40 | 34.77      | 30.51      | 40         |
| Qualifications Score      |    | 53         | 51         | 58         |
|                           |    |            |            |            |
| Qualification/Base Score  |    | 81.30      | 91.00      | 91.06      |
| Qualification/Total Score |    | 87.77      | 81.51      | 98.00      |

|               |  |        |  |       |  |        |
|---------------|--|--------|--|-------|--|--------|
| Average Score |  | 84.54  |  | 86.26 |  | 94.53  |
|               |  |        |  |       |  |        |
| Size Sq Ft    |  | 30,000 |  |       |  | 29,000 |
| Cost PSF      |  | 350.00 |  |       |  | 275.00 |

10.5

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

- MunicipalComplexDiagram\_07.18
- Nelco Architectural Serv City attorne
- City Center-site area

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

**Approval**

## SITE DIAGRAM SUMMARY

|                             |               |           |
|-----------------------------|---------------|-----------|
| POLICE & COURT              | 13,906        | SF        |
| CITY ADMINISTRATION         | 7,033         | SF        |
| SHARED CONF. ROOM           | 1,050         | SF        |
| COMMUNITY ROOM              | 1,650         | SF        |
| ENTRY ATRIUM                | 2,640         | SF        |
| <b>BUILDING TOTAL</b>       | <b>26,279</b> | <b>SF</b> |
|                             |               |           |
| FUTURE EXPANSION            | 1,534         | SF        |
| <b>TOTAL WITH EXPANSION</b> | <b>27,813</b> | <b>SF</b> |
|                             |               |           |
| OPEN TERRACE                | 2,720         | SF        |
| COVERED TERRACES            | 3,423         | SF        |
|                             |               |           |
| SECURED POLICE PARKING      | 67 SPACES     |           |
| PUBLIC PARKING              | 97 SPACES     |           |

FAYETTEVILLE ROAD

NEW STREET CONNECTION

BURNETT STREET

SMITH STREET

LEE STREET PARK

### KEY

- ↔ VEHICULAR ENTRY
- ⋯ NEW PED CONNECTION
- ⋯ EXISTING PED CONNECTION
- ↔ NEW MULTI-USE TRAIL
- CITY PARCELS
- GATHERING SPACES
- POLICE PROGRAM
- PUBLIC SPACES
- CITY ADMIN. PROGRAM
- PARKING

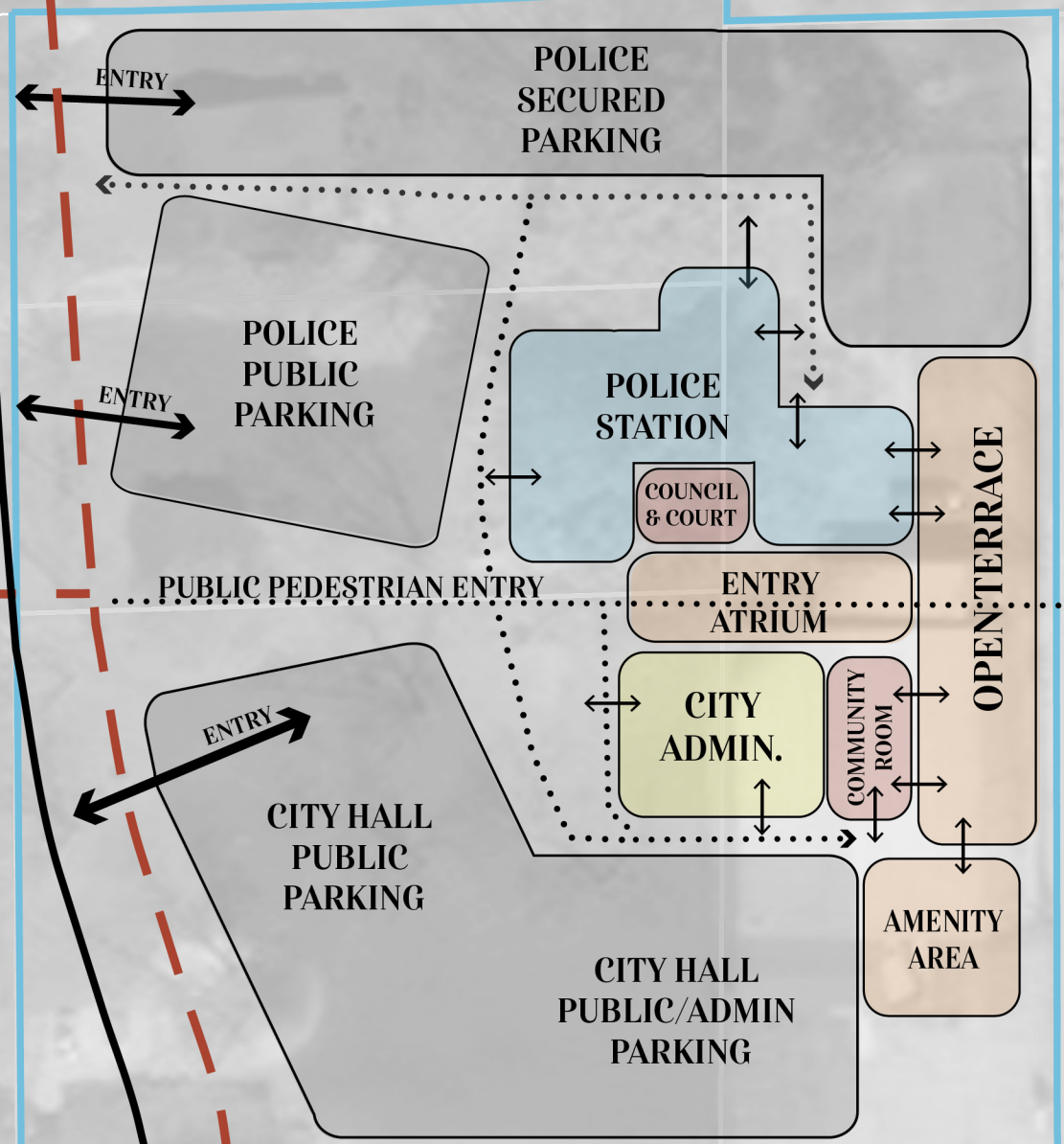
MULTI-USE TRAIL EXTENSION TO PARK & RIDE

MULTI-USE TRAIL EXTENSION

MULTI-USE TRAIL EXTENSION TO DOWNTOWN

EXISTING SIDEWALKS

EXISTING SIDEWALKS



## **PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT**

This Professional Architectural and Engineering Services Agreement (the “Agreement”) is made and entered by and between the **CITY OF JONESBORO, GEORGIA** (the “City”), a municipal corporation duly organized by and existing under the laws of the State of Georgia, and **NELCO ARCHITECTURE, INC.**, a corporation existing under the laws of the State of Pennsylvania with offices at 5200 Avalon Blvd., Alpharetta, GA (“Architect”). The City and Architect may be referred to herein individually as a “Party” or collectively as “Parties.”

### **WITNESSETH:**

**WHEREAS**, the City intends to design and construct a municipal complex, to include a municipal building, plaza, and associated sitework (the “Project”) in Historic Jonesboro across from Lee Street Park, and desires to engage a qualified and experienced professional to provide certain architectural and engineering services concerning the Project;

**WHEREAS**, Architect has represented to the City that it is qualified and experienced to perform the professional services described herein and has available the personnel and facilities necessary to accomplish said services within the time period(s) stated herein; and

**WHEREAS**, the City, in reliance upon said representations, desires to employ Architect to perform said architectural and engineering services on the terms and conditions set forth herein and, in turn, Architect desires to obtain such employment.

**NOW, THEREFORE**, in consideration of the mutual covenant, promises and obligations set forth below and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

#### **1. Description of Services:**

- (a) Scope of Services. Architect shall provide to the City the professional architectural and engineering services for the Project as described in the Scope of Work” which is attached hereto as **Exhibit A**.
- (b) Change of Scope of Services. The Parties recognize that, during the course of the performance of the services identified in Paragraph 1(a), the scope of the Project may need to be reduced, expanded or otherwise modified. In such event, the City may, at any time during the term of the Agreement, make changes to the scope of the services identified in Paragraph 1(a). If any such change causes an increase or decrease in Architect’s cost of performing any part of its obligations under the Agreement, upon Architect’s request and the City’s written authorization, an equitable adjustment shall be made to the contract price and a written amendment to the Agreement shall be made reflecting such change and equitable adjustment. Any claim by Architect for an equitable adjustment shall be made in writing and delivered to the City prior to Architect’s performance with the additional



or revised services. Architect shall not perform any such additional or revised services until it receives from the City written authorization to the equitable adjustment. Nothing in this subparagraph shall excuse Architect from proceeding with the performance of its obligations under the Agreement in accordance with the original terms and conditions stated herein.

## 2. **Term, Commencement and Termination:**

- (a) **Term of Agreement.** The Agreement shall commence on the Effective Date and terminate automatically upon the latter of the following events: (1) the completion by Architect of all services identified in Paragraph 1; or (2) the issuance by the City of the final payment owed to Architect for all services identified in Paragraph 1. Notwithstanding this language or any other provision to the contrary in the Agreement, the initial term of the Agreement shall expire December 31, 2019 and, thereafter, shall renew for additional one-year terms not to exceed a total of three (3) yearly terms or the completion of the Project whatever is sooner.
- (b) **Commencement.** Architect shall commence the performance of the services provided in Paragraph 1 within ten (10) calendar days after the Effective Date.
- (c) **Termination for Default.**
  - (1) The City may, subject to the provisions of subparagraph (3) below, by written notice of default to Architect, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if Architect fails to perform this Agreement within the time specified in the Schedule attached hereto as Exhibit D or any extension thereof; or (ii) if Architect fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
  - (2) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and Architect shall be liable to the City for any excess costs for the same; provided, that Architect shall continue the performance of this Agreement to the extent not terminated hereunder.
  - (3) Except with respect to defaults of Architect's subcontractors, Architect shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Architect. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of Architect. If the failure to perform is caused by the default of a

subcontractor, and if such default arises out of causes beyond the control of both Architect and the subcontractor, and without the fault or negligence of either of them, Architect shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Architect to meet the required delivery schedule. For purposes of this subparagraph, the term "subcontractor" shall mean a subcontractor of Architect at any tier.

- (4) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that Architect was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (5) The rights and remedies of the City provided in subparagraph (c) ("Termination for Default") shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- (d) Termination for Convenience. Notwithstanding Paragraph 2(a) or any other provision to the contrary herein, the City shall have the unilateral right to terminate the Agreement at any point during any term of the Agreement, solely at its discretion and without cause, by providing thirty (30) days written notice to Architect of its desire to terminate. If the Agreement is terminated (in whole or in part) by the City pursuant to this subparagraph, Architect shall be paid an amount, equal to the amount provided for herein for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, provided such costs are the direct out of pocket expenses of the Architect and do not include indirect or consequential damages.; provided that no amount shall be paid to Architect for: (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to Architect's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under this subparagraph exceed the rates and/or prices otherwise set forth in this Agreement.
- 3. **Compensation:** The City shall compensate Architect for all services provided under Paragraph 1 at the rates and/or prices set forth in Exhibit A. Invoices to the City shall not be submitted until the schedule of completion and completion of narrative reports are updated and submitted to the City. The City shall remit to Architect payment for the amount identified in an invoice on or before thirty (30) days after the date of the invoice.
- 4. **Assignment and Subcontracting:** Notwithstanding any other provision to the contrary herein, Architect shall not assign the Agreement (or any portion thereof) nor shall Architect subcontract for completed or substantially completed services provided under Paragraph 1 without the prior express written consent of the City. No assignment or subcontract by Architect, including any assignment or subcontract to which the City consents, shall in any

way relieve Architect from complete and punctual performance of its obligations under the Agreement.

5. **The City's Responsibilities:** The City shall do the following in a timely manner so as not to delay the services of the Architect and shall bear all costs incident thereto:
  - (a) Designate a person in writing to act as City's representative with respect to the services to be provided by Architect under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to Architect's services for the Project.
  - (b) Provide full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
  - (c) Furnish geotechnical, structural, mechanical, chemical, air and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Architect. Architect shall be entitled to rely upon the accuracy and completeness of the services, information, surveys and reports provided by City, or City's consultants. Architect's coordination of its services with City's consultants shall be limited to that necessary for consistency of Architect's documents with those of such consultants.
  - (d) Advise Architect of the identity and scope of services of any consultants employed by City to perform or furnish services on the Project, including, but not limited to, construction management, cost estimating, Project peer review, value engineering, and constructability review.
6. **Responsibility of Architect:** Architect acknowledges that the City is employing it to professionally render the services provided under Paragraph 1 only and that any payment(s) made to it by the City under the Agreement are compensation solely for such services. Architect agrees to follow the applicable standard of professional care in performing the services provided under Paragraph 1. Architect agrees to perform the services provided under Paragraph 1 in accordance with generally accepted standards and practices customarily utilized by competent architectural and engineering firms in effect at the time such services are rendered. No review of Architect's professional work product provided pursuant to the Agreement, including (but not limited to) any plans and specifications, by any employee or agent of the City shall relieve Architect of any responsibility with respect to such professional work product.
7. **Work on the City's Designated Premises:** In the event that Architect, any employee or agent of Architect, or any subcontractor of Architect enters the City's designated premises for any reason in connection with this Agreement, Architect and such other parties shall observe all

applicable security requirements and all applicable plant safety, plant protection, and traffic regulations. Architect shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, to the extent such injury or damage results from the acts or omissions of Architect, any employee or agent of Architect, or any subcontractor of Architect, save and except damage caused by the sole negligence of the City. Architect and any subcontractor retained or used by Architect in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover Architect's and such subcontractor's legal liability on account of accidents to their employees. Architect and any such subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. Architect and any such subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of Architect and any subcontractor on account of accidents arising out of the operations of Architect or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, Architect shall furnish to the City certificates from Architect's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

8. **Risk Management Requirements:** Architect shall abide by the City's applicable Risk Management Requirements, which are attached hereto as **Exhibit B**.
9. **Indemnification:**
  - (a) To the fullest extent permitted by law, Architect shall indemnify and hold harmless the City (including its elected officials, officers, directors, employees and agents) from and against all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, consultants, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Architect's performance of the services provided under Paragraph 1, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the work itself) but only to the extent caused by any negligent or intentional act or omission of Architect, any employee or agent of Architect, or any subcontractor of Architect.
  - (b) In any and all claims against the City (including any and all claims against its elected officials, officers, directors, employees and agents) by any employee (or the survivor or personal representative of such employee) of Architect, any subcontractor of Architect or any individual or entity directly or indirectly employed by Architect or such subcontractor to perform any of the services provided under Paragraph 1, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph (a) of Paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Architect, any subcontractor of Architect or any individual or entity directly or indirectly employed by Architect or such subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.



- (c) Regardless of any other term of this Agreement, in no event shall either Party be responsible to the other Party for any incidental, consequential or other indirect damages.

10. **Relationship of the Parties:**

- (a) **Independent Architect.** Nothing contained in the Agreement shall be deemed to create any relationship other than that of independent Architect between the City and Architect. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Architect. It is expressly agreed that Architect is acting as an independent Architect of the City and not as an employee in performing the services provided under Paragraph 1 of the Agreement.
- (b) **Employee Benefits.** Architect shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made by the City to Architect under this Agreement. Architect shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the services provided under Paragraph 1.

11. **Conflicts of Interest:** Architect warrants and represents that:

- (a) Its performance of the services to be provided under Paragraph 1 will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) It is not presently subject to any agreement with a competitor or with any other party that will prevent it from performing in full accord with this Agreement; and
- (c) It is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The Parties agree that Architect shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with its performance of the services to be provided under Paragraph 1.

12. **Waiver of Breach:** The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

13. **User and Ownership of Documents:** Upon payment of amounts then due in accordance with this Agreement, original documents (whether paper or electronic media), such as reports, plans, drawings, specifications, designs and survey notes developed or prepared by Architect in connection with its performance of the services provided in Paragraph 1 which are the Architect's Instruments of Service which are intended to be solely for use on the Project for which they are created, belong to, and remain, the property of the City. Architect may retain

copies of such documents for its records and for its professional endeavors. Notwithstanding the foregoing, Architect shall retain all rights in and to its standard details and specifications.

14. **Attorney's Fees:** To the extent not otherwise addressed in Paragraph 9 or any other provision in the Agreement, Architect agrees to pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing any provision of the Agreement.
15. **Disputes:** Pending resolution of any dispute hereunder, Architect shall proceed diligently with the performance of work in accordance with the City's direction.
16. **Notices:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to Architect or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

**If to the City:**

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

**With copies to:**

Winston A. Denmark  
Fincher Denmark LLC  
8024 Fair Oaks Court  
Jonesboro, Georgia 30326

**If to Architect:**

Nelco Architecture, Inc.  
5200 Avalon Boulevard  
Alpharetta, Georgia 30009  
Attn: Karen Sicner

**With copies to:**

NELSON  
1201 Marquette Ave. South  
Minneapolis, MN 55403  
Attn: M. Sandoval, General Counsel

17. **Integration:** The Agreement (including any and all exhibits hereto) represents the entire understanding and agreement between the City and Architect as to those matters contained herein. No prior oral or written understanding between the Parties shall be of any force or effect with respect to those matters contained herein. The Agreement may not be modified or altered except in a writing signed by both Parties.

18. **Captions:** All captions, headings, paragraph numbers and subparagraph numbers are solely for the purpose of facilitating references to the Agreement and shall not supplement, limit or otherwise vary the text of the Agreement in any respect.
19. **References:** All references in the Agreement to Paragraphs shall be deemed to refer to the appropriate Paragraph of the Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of the singular shall include the plural and use of the plural shall include the singular, all as the context of the Agreement requires. Unless otherwise specified in the Agreement, the terms “herein,” “hereof,” “hereunder” and other terms of similar import, shall be deemed to refer to the Agreement as a whole, and not to any particular Paragraph hereof.
20. **Severability:** If any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
21. **Interpretation:** The Parties acknowledge that each of them (including legal counsel, to the extent each may have employed such counsel in the preparation of the Agreement) have participated fully in the review and the revision of the Agreement prior to its execution. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting any word, phrase, sentence, paragraph, subparagraph, or article in the Agreement. The language in the Agreement shall be interpreted as to its fair meaning and not strictly for or against any party hereto.
22. **Exhibits:** The exhibits referred to in and attached to the Agreement are incorporated herein in full by reference.
23. **No Third-Party Beneficiaries:** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
24. **Participation in Federal Work Authorization Program:** Architect shall participate in the federal work authorization program throughout all applicable time periods of the Agreement, as provided in O.C.G.A. § 13-10-91. Before or at the time of its execution of the Agreement, Architect shall complete and sign (including the signature of a notary public) the form (attached hereto as **Exhibit C**) attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout all applicable time periods of the Agreement; and it will contract for the physical performance of services in satisfaction of the Agreement only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor’s federal work authorization program user identification number and the date of authorization shall be included in the affidavit.
25. **Governing Law and Consent to Jurisdiction:** The Agreement is made and entered into in the State of Georgia and the Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Georgia without giving effect

to the principles of conflicts of laws. The jurisdiction for resolution of any dispute arising from this Agreement shall be in the Superior Court of Clayton County, Georgia.

26. **Execution in Counterparts:** The Agreement may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes, and all of such counterpart copies shall together constitute one and the same agreement. This Agreement, however, shall not be binding until and unless each of the Parties has executed a counterpart and delivered a copy of it to the other. The delivery of the executed copy of the Agreement by e-mail or other means of electronic communication will be deemed to be as effective as delivery of an original signature page.
27. **Effective Date:** The Effective Date of the Agreement shall be the date upon which the last Party signs the Agreement as such date is indicated in the signature of the representative of each Party signing the Agreement.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement on the date(s) and year written below.

**NELCO ARCHITECTURE, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF JONESBORO, GEORGIA**

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

Name: Joy Day, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Attachment: Nelco Architectural Serv City attorne (1452 : Municipal Complex - Wakefield Beasley)

## EXHIBIT A

A. The Firm will serve as the Client's professional architectural consultant in all phases of the Project described in the Agreement and will assist the Client by verifying the architectural program for the Project, after which the Architect will describe the major functional elements, space requirements and relationships between the elements, requirements within each space (environmental, acoustical, lighting, electrical, communication, security, etc.), site development requirements, and code requirements. The Architect will attend meetings and taking other actions as necessary to establish the scope of the Project as dictated by the Client's needs. The following Scope of Services is provided:

1. Architectural design of the building including exterior and interior design and finishes;
2. Audio visual design for court and council chambers;
3. Low voltage systems including fire alarm and security systems,
4. Mechanical engineering systems including HVAC and building controls;
5. Fire protection and plumbing systems, including water and sanitary systems, plumbing fixtures and building sprinkler systems;
6. Structural design including wall, roof and elevated building slab framing and necessary foundation or retaining walls;
7. Interior design services including finishes and millwork;
8. Design of specialty equipment such as evidence lockers, fume hoods, uniform storage systems;
9. Site civil engineering including grading, paving, site sanitary and drainage;
10. Landscape design including grassing, trees, hardscape design, and other items such as planters, benches and bike racks;
11. Estimation of Project construction costs;
12. Design of signage including graphic design, signage schedule with room names and locations, drawings and specifications for signage.

B. The Firm will provide architectural and engineering services outlined above in the following phases:

1. Program Verification Phase:
  - a. Prepare/Review/Confirm Architectural Program and Master Plan.

- b. Meet with Owner Personnel for specific requirements of Project.
- c. Prepare/Present major functional elements.
- d. Prepare/Present functional space requirements.
- e. Prepare/Present relationships/adjacencies between functional elements.
- f. Prepare/Present site development requirements.
- g. Prepare/Present aesthetic requirements.
- h. Prepare budget.

2. Schematic Design Phase:

- a. Review existing site conditions.
- b. Develop as-built conditions for all utility and infrastructure currently on site.
- c. Prepare Schematic Designs showing basic building layouts, floorplans, site plans and building elevations.
- d. Preliminary Design Approval of Owner with Budget and Schedule.

3. Design Development Phase:

- a. Provide Code review.
- b. Provide all Agency reviews.
- c. Provide review of existing operational narratives.
- d. Provide recommendations of security systems to be designed for new facility for integration.
- e. Provide Design Development Documents (approximately 50% level) and specifications sufficient to allow a Qualified General Contractor to provide a pricing proposal (not to the level of bid documents).
- f. Present Program to owner for approval prior to RFQ/RFP process for selection of a Preferred Contractor.
- g. Assist in the RFQ/RFP process for selection of a Preferred Contractor.
- h. Update Project Master Budget and Schedule where required.

- i. Provide Furniture, Fixture and Equipment (FFE) package including all color schemes and interior finishes to Owner for approval.

4. Value Engineering and Guaranteed Fixed Price (GFP) Contract Document Phase:

- a. Preparation of Architectural, Civil, Structural, Mechanical Electrical, Low Voltage, AV, Security
- b. Electronics, Interiors, site lighting and Landscape design concepts and narratives
- c. Drawings.
- d. Review all Owner provided equipment coordination.
- e. Assist in schedule and budget management.
- f. Code/Agency reviews.
- g. Assist in development of Operational Cost Analysis.
- h. Prepare Contract Documents to the agreed level of completeness for Construction.
- i. Provide ADA compliant review of Contract Documents.
- j. Provide City/County/State Agency reviews of Contract Documents.
- k. Review Project cost analysis.
- l. Assist Project Manager and Preferred Contractor by preparing the Construction Documents in such a manner as to support the Preferred Contractor's ability to deliver a GFP.

5. Construction Document Phase:

- a. Completion of the Architectural, Civil, Structural, Mechanical, Electrical, AV, Security Electronics, Interiors and Landscape design per the direction agreed upon by the Project Manager and Preferred Contractor to support the scope of work delineated within the Guaranteed Fixed Price Contract approved by the City and the Preferred Contractor.
- b. Assist in schedule and budget management.
- c. Code/Agency reviews.
- d. Complete ADA compliant review of Contract Documents.



e. Complete State Agency review of Contract Documents.

f. Provide/Assist with Transition/Logistical Plan.

g. Assist in the completion and transfer to the Owner of the Contractor's Operational/Training Manuals.

6. Construction/Occupancy Phase:

a. Project Information Management.

b. Assist in preparation of presentations to Owner for approvals.

c. Assist in schedule and budget management.

d. Provide regularly scheduled on site visits during construction to facilitate the RFI and

e. submittal process.

f. Contract Document, RFI and Change Order analysis Quality Control management.

g. Shop Drawing/Alternates/Substitution reviews

h. General Contractor Pay Application approval

i. Prepare Punch Lists.

j. Assist with Owner coordination of installation of FFE.

k. Provide 100% complete As-Built Contract Documents to Owner with Owner compatible software (CADD) file.

l. Assist with any claims or discrepancies.

m. Provide one-year warranty review with Owner.

### III. Compensation

Compensation to Architect for Basic Services, Additional Services and Reimbursable Expenses will be as described below. For services to be compensated based on hourly rates, the rates are those set forth in Architect's Hourly Rates as attached hereto.

A. Basic Services (Lump Sum). Compensation for Basic Services will be the lump sum of Four Hundred Eighty-Two and Seven Hundred dollars (\$482,700.00).

- Program Verification \$31,700
- Schematic Design 44,400
- Design Development 102,720
- Value Engineering 66,600
- Construction Documents 111,000
- Construction/Occupancy 114,480
- Signage \$11,800
- Expense \$5,500 included above
- Survey \$9,500 included above
- Cost Estimating \$17,000 included above
- FF&E (80% in DD's & 20% in CA) \$17,400 included above

B. Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Architect's Hourly Rates.

C. Consultants. Consultants' fees are Included in the Basic Services Fees above.

#### IV. Exclusions and Assumptions

A. Geotech evaluation and report is excluded, though coordination with a Geotechnical engineer Is included.

B. LEED Evaluation is excluded, though green building design principals shall be Included where budget allows.

C. Design of deep or special foundations Is excluded.

**HOURLY RATE SCHEDULE**

|  |              |
|--|--------------|
| <b>Senior Principle</b>                    | <b>\$250</b> |
| <b>Principal/Studio Director</b>           | <b>\$200</b> |
| <b>Director of CAD Technology</b>          | <b>\$175</b> |
| <b>Associate</b>                           | <b>\$160</b> |
| <b>Construction Contract Administrator</b> | <b>\$145</b> |
| <b>Senior Project Manager</b>              | <b>\$140</b> |
| <b>Project Manager</b>                     | <b>\$125</b> |
| <b>Senior Project Coordinator</b>          | <b>\$110</b> |
| <b>Project Coordinator</b>                 | <b>\$100</b> |
| <b>Project Designer</b>                    | <b>\$95</b>  |
| <b>Intern Architect</b>                    | <b>\$85</b>  |
| <b>CAD Drafting</b>                        | <b>\$75</b>  |
| <b>Administrative Support</b>              | <b>\$60</b>  |
| <b>Junior Intern</b>                       | <b>\$45</b>  |

## **EXHIBIT B**

### **RISK MANAGEMENT REQUIREMENTS**

Architect will provide minimum insurance coverage and limits as per the following: The Architect will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Architects must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### **CONTRACTS FOR UP TO \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Jonesboro, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### **CONTRACTS FOR MORE THAN \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Jonesboro, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

### **RISK MANAGEMENT REQUIREMENTS (Cont'd)**



**CONTRACTS FOR UP TO \$50,000****CONTRACTS FOR MORE THAN \$50,000****LIMITS OF LIABILITY:**

|             |  |
|-------------|--|
| \$1,000,000 | Per Occurrence   |
| \$1,000,000 | Personal and Advertising                                   |
| \$50,000    | Fire Damage*   |
| \$5,000     | Medical Payments*  |
| \$1,000,000 | General Aggregate  |
| \$1,000,000 | Products/Completed Operations per Occurrence and Aggregate |

*\*These are automatic minimums*

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Professional liability insurance with minimum limits as set forth below:**

a. For Projects with an estimated construction cost of more than \$20,000,000:

i. For the Architect - \$3,000,000 per claim and \$4,000,000 in aggregate coverage;

ii. For the Architect's subconsultant engineers and architects - \$2,000,000 per claim and \$3,000,000 in aggregate coverage; and

iii. For other professional subconsultants - \$1,000,000 per claim and \$2,000,000 in aggregate coverage.

b. For Projects with an estimated construction cost of \$10,000,000 up to \$20,000,000:

i. For the Architect - \$2,000,000 per claim and \$3,000,000 in aggregate coverage;

ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$2,000,000 in aggregate coverage; and

iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.

c. For Projects with an estimated construction cost of less than \$10,000,000:

i. For the Architect - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

ii. For the Architect's subconsultant engineers and architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage; and

iii. For other professional subconsultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage

**END OF SECTION**

## EXHIBIT C

## CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name of Authorized Officer or Agent  
Its: \_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:









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

Agenda Item #

11.1

**OLD BUSINESS – 1**

COUNCIL MEETING DATE  
July 8, 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 Conditional Use Permit Application #19-CU-004 for a gift shop / card store, by Kacey Frierson for property located at 242 Jonesboro Road (Parcel No. 12048A E001), Jonesboro, Georgia 30236.

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

City Code Section 86-105 – O&I Zoning Purpose and Standards; 86-171 - Conditional Use Standards

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

Yes

Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

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

**Agency recommendation – Denial of Conditional Use application;** Recently, Ms. Frierson did a zoning verification request for a gift shop / card store at 242 Jonesboro Road, which is zoned O&I. Recent changes to the Zoning Table of Uses include a requirement for a conditional use permit for gift and stationary stores in certain zoning districts.

The property has been the location of different businesses through the year but was originally a residence. The property currently has a 1066 square foot building and a small storage shed at the rear. There is a paved driveway leading from Jonesboro Road to a carport on the side of the former house.

The proposed use of “office supplies and stationery stores, gifts” has the following conditional requirements in O&I and C-1 zoning:

Sec. 86-171. - NAICS 4532 Office supplies and stationery stores, gifts.

The following conditions are assigned in the O&I and C-1 districts:

- (1) Establishments shall be limited to a maximum floor area of 6,000 square feet.

**At 1066 square feet, the building on the property is well below the 6000 square foot threshold.**

Parking requirements – Sec. 86-410

- Retail and commercial uses shall provide one space for every 200 square feet of enclosed commercial space available to the public.

$1066 / 200 = 5.33 = 6$  spaces required.

However, not every portion of the building will likely be available to the general public.

There is no actual parking lot on the property. The existing driveway could hold about four normal-sized vehicles maximum (including any employees). However, there is no turnaround area, so the vehicles would have to back out on a busy Jonesboro Road. Also, customers would have to wait on other customers to back out. (There is no current access to Cecelia Circle to the south.)

From the applicant, we also have the following:

1. She would sell greeting cards, stationary items (notebooks, notepads, bag greetings, bottle greetings), and other novelty gifts (water bottles, trinket trays, wall greetings, bags, toilet paper greetings, lamps, etc.). A variety of items that can be personalized.
2. Approximate hours would be closed Monday, and Tuesday through Sunday some hours between 8am-10pm.

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

July, 8, 2019

**07/01/19  
REQUIRED**

**City Council PUBLIC HEARING  
Next: 07/08/19**

**Signature**

City Clerk's Office

3. The applicant is the only employee right now.

4. No significant outdoor storage is anticipated.

Other considerations:

1. Currently, there are no ADA accessible ways to enter the building.

2. The inside of the building needs to be thoroughly inspected as to any potential safety concerns and to assess whether or not the building has the capability of transitioning from a house / office to a retail store open to the general public.

3. There is a significant amount of vegetation along the eastern and northern property lines to buffer existing uses there. However, the rear yard is quite small and not really functional for a commercial retail use.

4. Though this property is near commercial areas on the City of Jonesboro Future Development Map, the subject property is actually within a Traditional Neighborhood zone. Thus, the intended future use for this property and other adjacent and nearby properties bounded by Jonesboro Road, Highway 138, Old Morrow Road, and Raymond Street is residential, not commercial retail.

Staff believes that the use of the property with a commercial retail use does not align with the City of Jonesboro Future Development Map, and by that standard, the application should be denied. There are a number of these O&I zoned properties dispersed throughout the County, and some of them had a dual business office / residential use in the past, back when the City used to allow residential living in O&I zoning. These former houses need to be evaluated to determine whether or not they can accommodate a full commercial retail use. I do not believe that the former house at 242 Jonesboro Road can accommodate a full commercial use at this time, due to circulation and access issues. In addition, the O&I District "is limited to professional and institutional uses, and does not encompass activities involving the retail sale, storage or processing of merchandise."

Per Ms. Frierson at the July 1<sup>st</sup> meeting:

She would like to make a parking lot with 4 spaces.

There is a possibility of putting an ADA ramp at the back door.

She would make and sell the products there.

**Fiscal Impact**

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

Private Owner

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

- Application
- Zoning Verification
- Property Info
- Business Info
- Site Pictures
- Future Land Use

- Conditional Use - KRF Cards 242 Jonesboro Road - Legal Notice
- IMG\_0909

11.1

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

**Denial**



due 6/13

7/1 @ 6pm - Council work session  
7/8 @ 6pm - Council Public Hearing

11.1.a



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

## CONDITIONAL USE PERMIT APPLICATION

ATTACH ADDITIONAL PAGES IF NECESSARY. ALL ATTACHMENTS MUST BE NUMBERED. INDICATE THE PAGE NUMBER OF ATTACHMENT IN THE SPACES PROVIDED FOR EACH RELEVANT ANSWER.

ANY MISSTATEMENT OR CONCEALMENT OF FACT IN THIS APPLICATION SHALL BE GROUNDS FOR REVOCATION OF THE LICENSE ISSUED AND SHALL MAKE THE APPLICANT LIABLE TO PROSECUTION FOR PERJURY. PLEASE DO NOT LEAVE ANY AREAS UNANSWERED.

**APPLICATION FEE: \$700.00 (Non-Refundable).**

Date of Application: 6/1/19

### Property Owner Authorization

I (We) Diem Trinh Nguyen the  
owner(s) of the following property located at: 242 Jonesboro Rd  
Jonesboro, GA

Tax Parcel Number: 12048A 0001 Size of Property: 0.3 ACRES

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

Gift Shop

## Property Owner Information

Name: Diem Trinh Nguyen  
 Mailing Address: 1136 Carroll Ct  
 City: Norcross State: GA Zip: 30071  
 Phone: (Day) 770-891-4745 (Evening) Same

## Applicant's Information

(If Different from Owner's Information)

Name: KACEY FRIERSON  
 Mailing Address: 8834 CHURCHILL PLACE  
 City: JONESBORO State: GA Zip: 30238  
 Phone: (Day) 678-438-2796 (Evening) 678-519-2101

## Jonesboro Property Information

Existing Uses and Structures: VACANT  
 Property address: 242 JONESBORO RD, JONESBORO  
 Surrounding Uses and Structures: (See Official Zoning Map): \_\_\_\_\_  
 Surrounding Zoning:  
 North: O+1 South: RL East: RL West: ~~COMMERCIAL~~  
 Details of Proposed Use: GIFT SHOP  
 Public Utilities: \_\_\_\_\_  
 Access, Traffic and Parking: Jonesboro Road  
 Special Physical Characteristics: Former House

Attachment: Application (1446 : KRF Cards)

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

#### SITE PLAN INFORMATION INCLUDING:

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



The City may require submission of additional information as may be useful in understanding the proposed use and development of the property.

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

Date: 6/1/19

Signed: [Signature]

Notary: [Signature]



**FOR OFFICE USE ONLY:**

Date Received: 6/13/2019 Received By: [Signature]

Fee Amount Enclosed: \$ 700.00

Public Notice Sign Posted (Date) \_\_\_\_\_

Legal Ad Submitted (Date) \_\_\_\_\_

Legal Ad Published (Date) \_\_\_\_\_

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

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

Permit Issued \_\_\_\_/\_\_\_\_/20\_\_\_\_

Comment:

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

Attachment: Application (1446 : KRF Cards)



### PROPERTY OWNER'S AUTHORIZATION

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

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

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

PROPERTY OWNER:

Diem Trinh Nguyen  
PRINT NAME

[Signature]  
SIGNATURE/DATE

APPLICANT:

KACEY FRIERSON  
PRINT NAME

[Signature]  
SIGNATURE/DATE

NOTARY:

[Signature]  
SIGNATURE/DATE

SEAL



Attachment: Application (1446 : KRF Cards)



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

MARIA

## ZONING VERIFICATION REQUEST

### Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

### Applicant's Information

Name of Applicant: KACEY FRIERSON  
 Name of Business: KRF CARDS  
 Property's Address: 242 JONESBORO ROAD, JONESBORO  
 Email Address: KRFCARDS@GMAIL.COM  
 Phone: (Day): 678-519-2101 (Evening): 678-438-2796

### Property Information

Current Use of Property: VACANT  
 Proposed Use of Property (Please provide in great detail the intended use of the property):

GREETING CARD GIFT SHOP

Applicant's Signature

5/24/19  
 Date

### FOR OFFICE USE ONLY:

Current Zoning: O+1 NAICS Code: 4532  
 Required Zoning: O+1 Conditional Use Needed? ☒ Yes or ☐ No

Comments: ☐ APPROVED ☐ DENIED

NEEDS CONDITIONAL USE APPROVAL FIRST - MUST MEET  
 REQUIREMENTS OF SEC. 86-171

Zoning Official Signature

5/28/19  
 Date

Attachment: Zoning Verification (1446 : KRF Cards)

Applicant – Kacey Frierson  
 Name of Business – KRF Cards  
 Address - 242 Jonesboro Road  
 Zoning District – O-I  
 NAICS – 4532  
 Proposed Use: Greeting Card Gift Shop

| NAICS Code | USES   | R-2 | R-4 | R-C | R-A | RM | H-1 | H-2 | O&I | MX | C-1 | C-2 | M-1 | Code Section             |
|------------|--|-----|-----|-----|-----|----|-----|-----|-----|----|-----|-----|-----|--------------------------|
| 4532       | Office Supplies, Stationery, and Gift Stores | N   | N   | N   | N   | N  | P   | P   | C   | P  | C   | P   | N   | Sec. 86-171; Sec. 86-168 |

Use is permitted "by right" in the district indicated = P; Use is permitted as a conditional use (section indicated) = C; Use is not permitted = N



### Zoning Classifications

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

Sec. 86-171. - NAICS 4532 Office supplies and stationery stores, gifts.  
 The following conditions are assigned in the O&I and C-1 districts:  
 (1) Establishments shall be limited to a maximum floor area of 6,000 square feet.

An aerial photograph from Google Maps showing a residential area. A red circle highlights a house with a dark roof and a light-colored exterior. The house is situated on a green lawn, surrounded by trees and a paved driveway. To the left of the highlighted house is another larger house with a light blue roof. The property is bordered by a road on the right and a sidewalk on the left. The Google logo is visible at the bottom center of the image.

Attachment: Property Info (1446 : KRF Cards)



# Real Property Records Search

[New Search](#)
[Current Year Assessment Notice](#)
[Sales Data](#)
[Previous Parcel](#)
[Next Parcel](#)

## Clayton County Property Card For Year 2019

NGUYEN DIEM TRINH  
1136 CARROLL COURT  
NORCROSS, GA 30071

PARCEL ID . . 12048A E001  
LOCATION . . 242 JONESBORO RD

LEGAL DESC DISTRICT 4 JONESBORO  
LOT 11  
BLOCK A NBRHOOD JB013 JONESBORO INTERIOR LOT

DESCRIPTION NOT IN SUBDIVISION - ALL UTILITIES

DESCRIPTION PAVED ROAD  
ROAD FRONT . . . 100.0 115.0

RESIDENTIAL-MISIMPROVEMEN

PLAT BOOK/PAGE . . . 3 200

### SALES HISTORY

| DEED BOOK | PAGE | SALE DATE | SALES INSTRUMENT | DISQUALIFIED | SALE AMT | DEED NAME                |
|-----------|------|-----------|------------------|--------------|----------|--------------------------|
| 8279      | 615  | 8/12/05   | WARRANTY DEED    | RELATED      |          | NGUYEN DIEM TRINH        |
| 4684      | 168  | 11/15/00  | WARRANTY DEED    | QUALIFIED    | 133,850  | TRAN HAMILTON            |
| 0851      | 547  | 1/01/94   | WARRANTY DEED    | .            |          | HENSLEY ISOM C & ATLAS M |

### LAND SEGMENTS

| LND# | ZONE | LAND TYPE/CODE | LAND QTY   |
|------|------|----------------|------------|
| 1    | GB   | SF 1           | 12,632.000 |

MAP ACRES . . .290









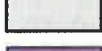





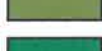

### IMPROVEMENT # 1 MISC IMPR-Y

|                       |          |                                 |
|-----------------------|----------|---------------------------------|
| GROUND FLOOR AREA . . | 1,066.00 | ACT/EFF YR/AGE . . 1958 1958 61 |
|                       | .00      | DESCRIPTION . . .               |
|                       |          | % COMP SQ FOOTAGE STORY         |
| RANCH                 | 100      | 1066.00 1.00                    |
| BEDROOMS              |          | 3                               |
| BATHROOMS             |          | 1.0                             |
| BRICK                 |          |                                 |
| NO ATTIC              |          |                                 |
| CRAWL SPACE           |          |                                 |
| AIR CONDITION         |          |                                 |
| ADDITIONAL PLUMBING   |          |                                 |
| ADDITIONS PORCHES     |          | 13.00                           |

Attachment: Property Info (1446 : KRF Cards)



# Zoning Classifications

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

 Jonesboro City Limit

**David Allen**

---

**From:** Kacey Frierson <krfcards@gmail.com>  
**Sent:** Wednesday, June 19, 2019 1:59 PM  
**To:** David Allen  
**Subject:** Re: Gift Store

Good afternoon,

I sell greeting cards, stationary items (notebooks, notepads, bag greetings, bottle greetings), and other novelty gifts (water bottles, trinket trays, wall greetings, bags, toilet paper greetings, lamps, etc.). A variety of items that can be personalized.

I haven't pinned exact hours yet but most likely closed Monday and Tuesday through Sunday some hours between 8am-10pm.

I'm the only employee right now.

Outdoor storage such as? There is a shed on the property but I don't have anything in it.

Let me know if you need anything else.

Kacey

Kacey Frierson  
 Owner-KRF Cards  
 678.519.2101  
[www.krfcards.com](http://www.krfcards.com)

Attachment: Business Info (1446 : KRF Cards)

On Wed, Jun 19, 2019 at 1:49 PM David Allen <[dallen@jonesboroga.com](mailto:dallen@jonesboroga.com)> wrote:

Ms. Frierson –

Could you give me some more detailed information concerning your proposed card/gift store at 242 Jonesboro Road?

Types of items you would sell

Days and Hours of operation



**Sec. 86-410. - Off-street parking requirements.**

Unless otherwise provided herein, areas suitable for parking vehicles in off-street locations shall be required in all zoning districts for any permitted use. Such off-street parking shall be provided and maintained in accordance with the requirements of this section. These requirements are intended to meet minimum needs. Every property owner must determine his actual needs and provide whatever spaces may be necessary beyond these minimums to remain in full compliance with the provisions of this chapter. In all instances where no specific parking requirement is applicable, the minimum off-street parking spaces available must be equal to the number required to accommodate all normally anticipated customers, employees and other needs of the establishment.

Worker shift change peaking and projected growth must be considered when determining parking requirements. Off-street parking and loading space shall be provided according to the following schedule:

- (1) Single-family uses shall provide two parking spaces for each dwelling unit.
- (2) Single family attached and RM district uses shall provide 1.5 spaces for each dwelling unit.
- (3) Mixed-use developments shall provide 1.25 spaces for each attached dwelling unit.
- (4) Homes for the aged, rest homes, convalescent homes, nursing homes and similar institutions shall provide one space for every three residents or patients, plus one space for every two employees.
- (5) Rooming houses and boardinghouses shall provide one space for every two bedrooms.
- (6) Fraternities or sororities shall provide one parking space for every three beds contained in the residence.
- (7) Tourist homes and motels shall provide one space for each guest room.
- (8) Hotels and motels of three stories or less in height shall provide one parking space on the same lot for each guest room, plus one space for every two employees on the shift of greatest employment in addition to that parking required by this subsection for each 300 square feet of floor area in a building used for any other commercial purpose permitted in this district.
- (9) Hotels and motels over three stories in height shall provide one parking space on the same lot for each guest room located on the bottom three floors, and three parking spaces on the same lot for every four guest rooms located above the third floor, plus one space for every two employees on the shift of greatest employment, and in addition shall provide one parking space on the same lot for each 300 square feet of floor area in a building used for any other commercial purpose permitted in this district.
- (10) Retail and commercial uses shall provide one space for every 200 square feet of enclosed commercial space available to the public.
- (11) Office uses, including financial and banking institutions, shall provide one space for every 250 square feet of floor area, excluding storage areas.

$$1066 / 200 = 5.33 = 6 \text{ REQ.}$$

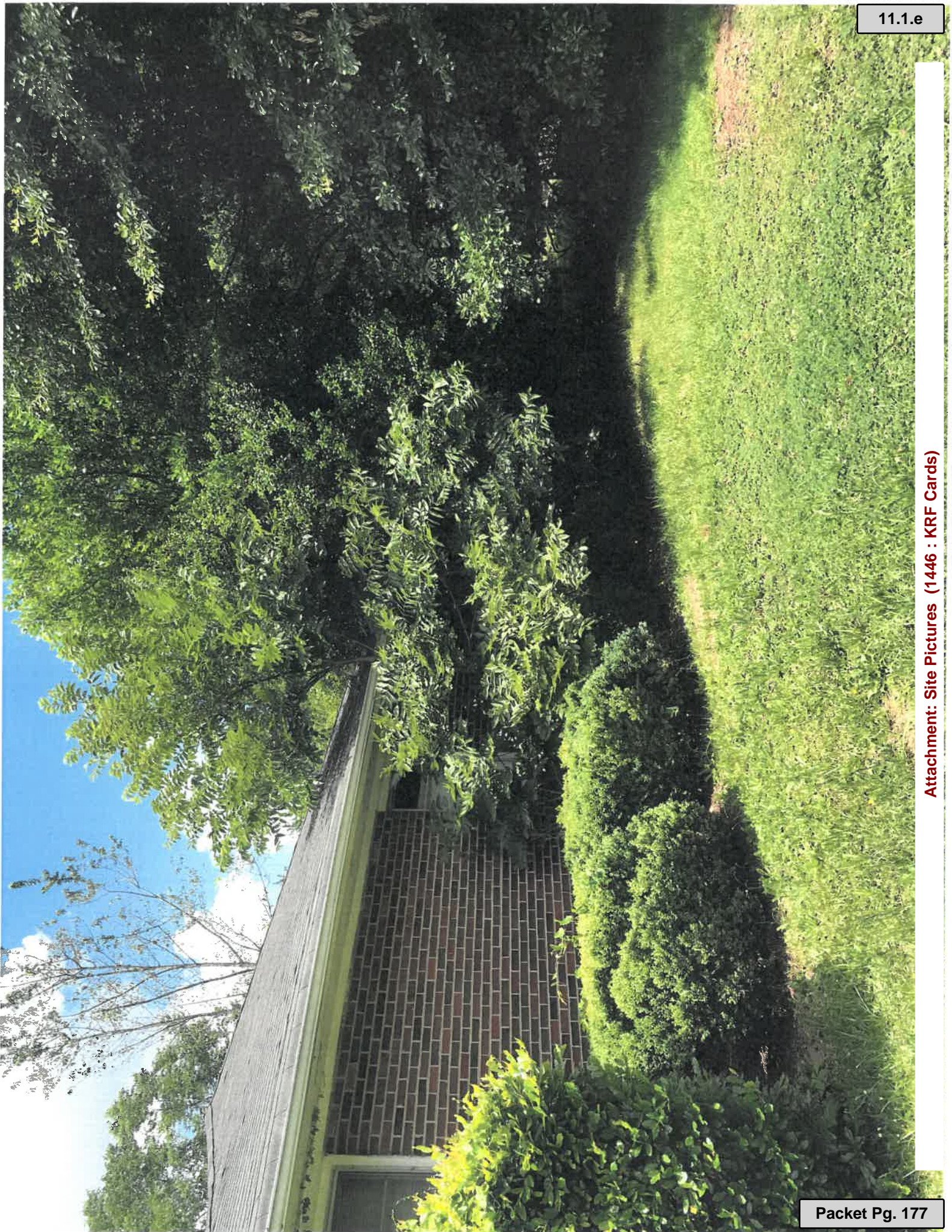
















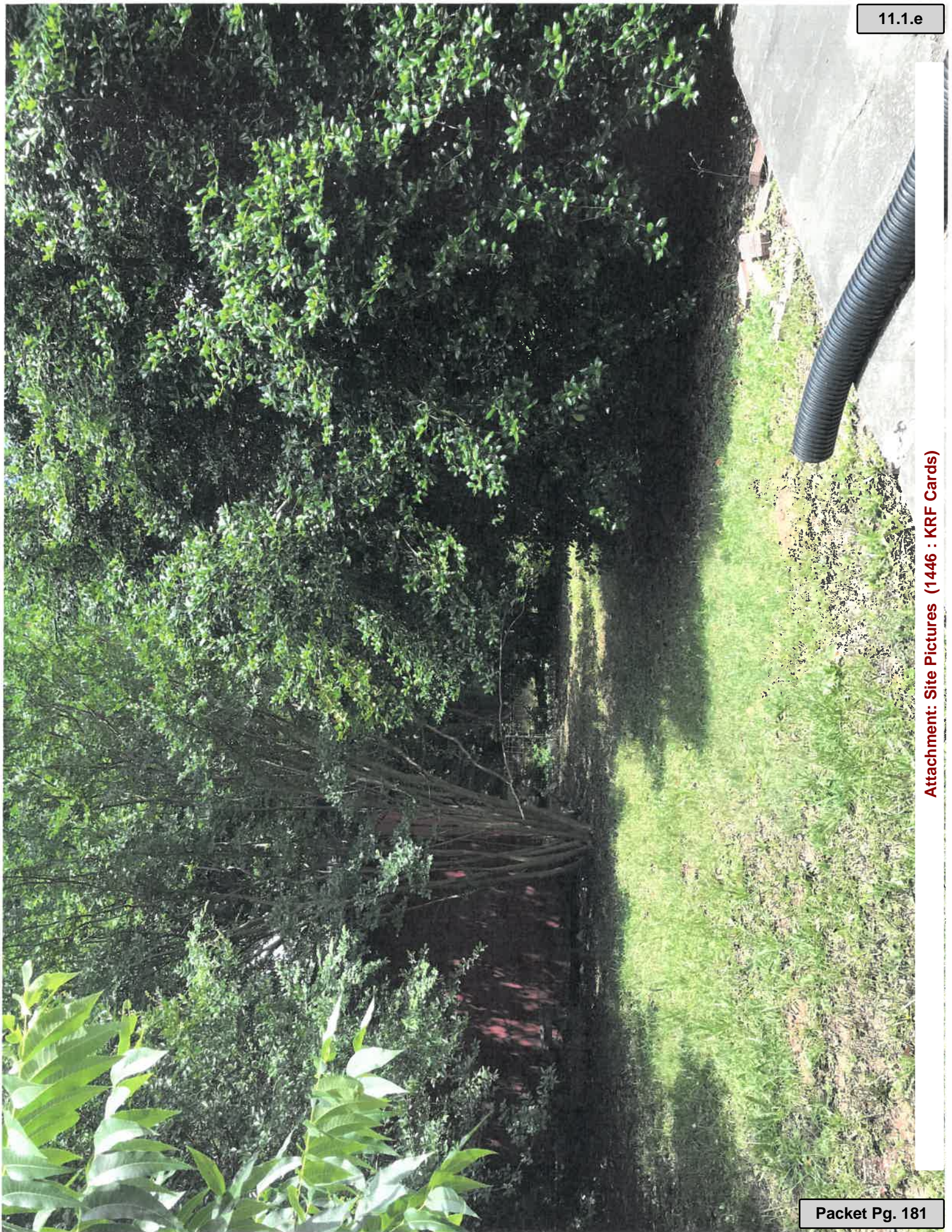










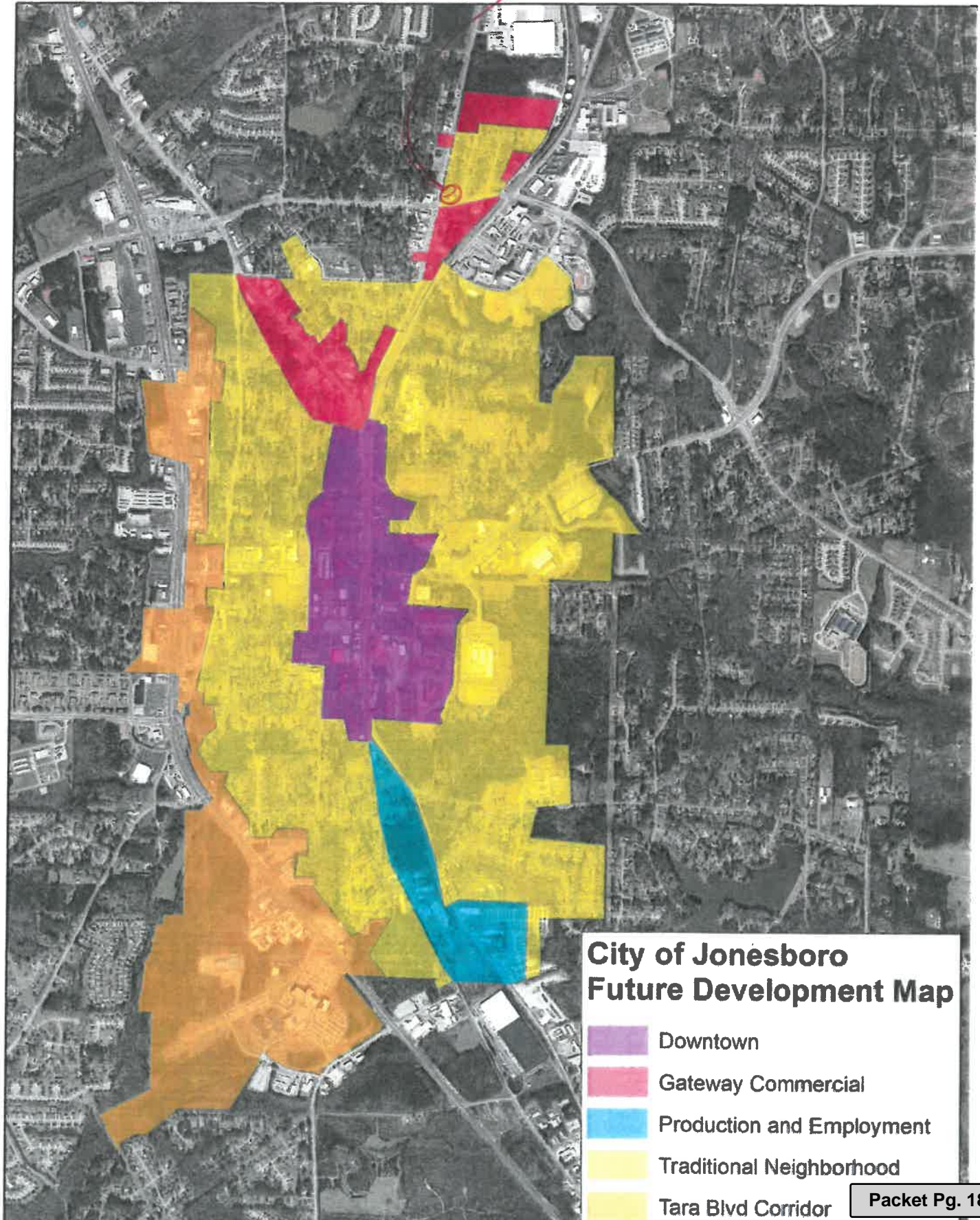


Attachment: Site Pictures (1446 : KRF Cards)



# Future Development Map

Sire



## Traditional Neighborhoods

City of Jonesboro: Land Use and Future Development

Traditional Neighborhoods are a mixture of historic residences, some residential homes and subdivisions developed since 1960 and churches. This area is expected to maintain its character however private reinvestment may take place.

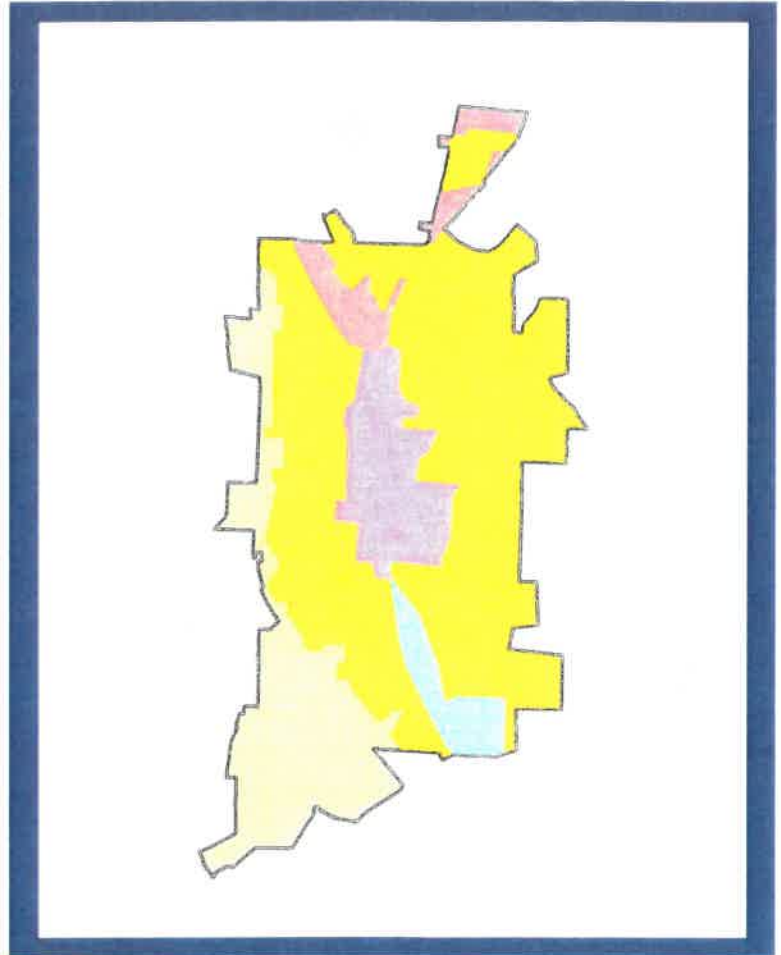
### Uses:

Single Family Residential

Townhomes

Institutional

*No COMMERCIAL*



### Implementation Measures:

- Promote new developments that emulate the positive aspects of historic Jonesboro.
- Traditional neighborhood developments (TND) that employ traditional architecture and traditional design principles.
- There should be good vehicular and pedestrian/bike connections to retail/commercial services as well as internal street connectivity, connectivity to adjacent properties/subdivisions, and multiple site access points

Attachment: Future Land Use (1446 : KRF Cards)



## Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on July 8, 2019 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a Conditional Use Permit Application for KRF Cards, a greeting card gift shop, by Kacey Frierson, for 242 Jonesboro Road, Jonesboro, Georgia 30236, Tax Parcel Number 12048A E001.

David Allen  
Community Development Director

Publish 6/19 and 6/26





Attachment: IMG\_0909 (1446 : KRF Cards)





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

Agenda Item #

11.2

**OLD BUSINESS – 2**

**COUNCIL MEETING DATE**

July 8, 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 Conditional Use Permit Application 19-CU-005 for a multi-family apartment community, by Fayetteville Gingercake, LLC for property located along North Main Street, Fayetteville Road, and Tara Boulevard (Parcel Nos. 13210D B002, 13210D B007, and 13209C E003), Jonesboro, Georgia 30236.

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

Section 86-101 – RM Zoning Purpose and Standards; Section 86-104 – MX Zoning Purpose and Standards; 86-205 - Conditional Use Standards

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

Yes Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

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

**Agency recommendation – Denial of Conditional Use application;** Recently, the applicant, under the name Sparrow Pointe Housing, filed for a zoning verification request for a senior apartment community on the subject properties. Recent changes to the Zoning Table of Uses include a requirement for a conditional use permit for multifamily apartments in applicable zoning districts.

The subject properties specified in the application, Parcels 13210D B002, 13210D B007, and 13209C E003, are all undeveloped. The last zoning activity for this immediate area occurred in 2015.

**Recent History pertaining to Subject Properties**

1. A rezoning of 5.73 acres (parcel number not specified) from C-1 to RM (Residential Multifamily) was approved on July 1, 2015.
2. An annexation of 6.25 acres (parcel number not specified) from Clayton County to the City and subsequent rezoning from County GB to City RM was also approved on July 1, 2015.
3. Variances for the specified parcels (13210D B002, 13210D B007, and 13209C E003) were approved in October 2015, relative to apartment size. **(However, per Sec. 86-344, the approved variances expired in October 2016 since no building permits were obtained and no construction started.)**

**Recent History pertaining to Multifamily (Apartments)**

1. In the 2018 Table of Uses, apartments were a permitted use in RM and MX zoning.
2. In February 2019, the Table of Uses, numerous uses were changed, including apartments, which now requires a Conditional Use permit in all applicable zoning districts – R2, R4, RM, MX, and C-1.

Also, conditional use standards were assigned to apartments:

Sec. 86-205. – Multi-family (Apartments)

The following conditions are assigned in the R-M and M-X districts:

- (1) The standards of the R-M district shall control development of apartments.
- (2) Must be located off a street having a classification of collector or greater.
- (3) A minimum 25-foot wide buffer shall be maintained along all property lines adjacent to any single-family, detached residential property.

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

July, 8, 2019

**07/01/19  
REQUIRED**

**City Council PUBLIC HEARING  
Next: 07/08/19**

**Signature**

City Clerk's Office

The proposed development would be on a collector street, and there would be enough property to accommodate a 25-foot buffer, where necessary. The following are the standards for RM zoning:

*Sec. 86-101. - R-M multifamily residential district.*

*(a) Purpose. The R-M multifamily residential district is established to provide for multifamily dwellings on properties having a minimum area of two acres. The district accommodates residential development at a maximum density of eight units per acre and is intended to serve a rental market in which attached units are available in a setting with common amenities and greenspace. R-M districts are expected to develop near public transit and along transportation corridors. Such developments may be established at the margin of neighborhood commercial districts, community shopping districts and employment centers, and represent a transition from office and commercial uses to lower density neighborhoods.*

*(b) Development standards. Unless otherwise provided in this chapter, uses permitted in the R-M district shall conform to the following development standards:*

*(1) Minimum tract area: 87,120 square feet (two acres)*

*(2) Minimum lot area per unit: a. Duplex: 4,000 square feet b. Triplex: 4,000 square feet c. Quadraplex: 4,000 square feet*

*(3) Minimum development tract width: 150 feet (Measured at the building line)*

*(4) Minimum front yard: 25 feet (The required front yard on any street classified as a collector or above shall be 35 feet.)*

*(5) Minimum side yard: 25 feet*

*(6) Minimum rear yard: 35 feet*

*(7) Minimum floor area for all individual dwelling units:*

*a. One-bedroom units: 900 square feet*

*b. Two-bedroom units: 1,200 square feet*

*c. Three-bedroom units: 1,400 square feet*

*(8) Maximum building height: Three-story and 40 feet*

*(9) Maximum number of units per building: 12*

*(10) Maximum density: 12 units per acre*

*(11) Minimum greenspace: 20 percent of gross acreage*

*(12) Minimum building separation:*

*Front to Front 40 feet*

*Front to Rear 40 feet*

*Front to Side 35 feet*

*Rear to Rear 40 feet*

*Rear to Side 35 feet*

*Side to Side 25 feet*

*(c) Design standards. Unless otherwise provided in this chapter, uses permitted in an R-M district shall conform to the following design standards:*

*(1) Off-street parking shall be provided as specified in article XIII of this chapter.*

*(2) Buffers shall be provided as specified in article XV of this chapter.*

*(3) A homeowners association accompanied by recorded covenants shall be mandatory for all townhouse or condominium developments, subject to approval by the city manager.*

*(4) Minimum width of townhouse units shall be 24 feet.*

(5) Townhouse building facades shall visually differentiate individual units through the use of architectural materials; a minimum of 50 percent of the front elevation shall consist of brick or stone.

(6) All townhouse units shall be accessed via rear alleys.

(7) Greenspace shall be improved with walking trails and an amenity area having a minimum area of 400 square feet for every 24 units, with equipment and facilities appropriate to the needs of residents. Greenspace shall have a minimum width of 75 feet; trail connections between greenspace areas shall have a minimum width of 25 feet.

**The applicant is proposing a large, three-story apartment building consisting of 66 units, some with 1 bedroom and most with 2 bedrooms. There is a 99-space parking lot in the front and a community garden and walking trail in the rear of the building. Access would be at two driveways, one at the intersection of North Main Street and Dixie Drive, and the other near the intersection of Fayetteville Road and Williamson Mill Road. Also, there would be a sidewalk connecting the development to the property frontage along Tara Boulevard. The development is shown to straddle all three parcels - 13210D B002, 13210D B007, and 13209C E003. The development is intended for seniors, age 55 plus.**

Per the Zoning Verification, the three parcels are not shown as one united parcel, and each parcel has a distinctly different zoning – parcel 13210D B007 is shown as zoned C-2 (Highway Commercial), and parcel 13210D B002 is shown as zoned RM (per the 2015 rezoning). However, parcel 13209C E003 is still shown as a Clayton County parcel with a County zoning (MX). As the attached documents and the summary below show, there is considerable confusion as to whether or not parcel 13209C E003 was annexed into the City in 2015.

- Parcel 13209C E003 is shown as outside of the City limits of Jonesboro on the Official City Zoning Maps from 2015 through 2019.
- Parcel 13209C E003 is shown as outside of the City limits of Jonesboro on the Clayton County Zoning Map online.
- Parcel 13209C E003 is shown as outside of the City limits of Jonesboro on the Clayton County GIS Parcel Viewer online.
- Parcel 13209C E003 is shown as a Clayton County property on the Tax Assessor records online. In contrast, adjacent Parcels 13210D B002 and 13210D B007 are shown as City properties.
- In the City's July 2015 annexation, the depiction (map) page of the parcel(s) to be annexed excludes Parcel 13209C E003.
- Fayetteville Gingercake's annexation application from 2015, references Parcels 13210D B002 only.
- The City Clerk Certified copy of Ordinance #2015-005 for annexing 6.25 acres does not specifically reference any Parcel Numbers.
- The July 2015 rezoning (map amendment) for 5.73 acres and 6.25 acres along North Main Street and Dixie Drive does not specifically reference any Parcel Numbers.

#### **HOWEVER:**

- The October 2015 variance requests that were approved for the same properties above does specifically reference Parcel 13209C E003, as well as 13210D B002 and 13210D B007.
- A preliminary site plan, dated March 10, 2015 by Engineering Surveys and Services, shows portions of the development going through - Parcel 13209C E003.
- The referenced plat for the map amendments and annexation, prepared by Sawhney and Associates on 3/31/15 for BSRT Properties LLC and Fayetteville Gingercake Rd., LLC shows 11.98 total acres (6.25 + 5.73)

extending all the way to North Main Street along the entire southern boundary of Village Square Shopping Center and does not show Parcel 13209C E003 as a separate piece of property. (Parcel 13209C E003 should "jog" south of the Village Square Shopping Center.)

- On the Clayton County GIS Parcel Viewer online, if you add up the areas of Parcels 13209C E003, 13210D B002 and 13210D B007, you get exactly 11.98 acres, the same as the referenced plat.
- Parcel 13209C E003, as well as Parcels 13210D B002 and 13210D B007, all reference Deed Book 9215, pages 556 and 557, which reference 11.98 acres, but on a different plat (Southern Surveyors on October 10, 2006).
- Was Sawhney and Associates' 3/31/15 plat ever recorded? Not valid if it wasn't.
- I can find no recorded book and page number for the October 10, 2006 either.

The City's June 2019 annexation of parcel 13209C E003, along with multiple other County parcels nearby, renders the issue of whether or not the

parcel is in the City a moot point. However, the County zoning for the parcel was MX, and the City equivalent is MX, not RM. Therefore, if the City's assertion that the parcel was just annexed this month as an MX zoned parcel, the proposed apartment community would not only straddle multiple parcels, it would also straddle different zoning designations – RM, MX, and C-2. Typically, a development is one unified property with a unified zoning.

**It is staff's opinion, and the opinion of the City Attorney's office, that there is enough confusion with the status of the parcels to warrant a denial of the Conditional use request at this time.**

**Furthermore, the City's Comprehensive Plan was updated in 2015, and the Future Development Map show the general area around the subject property to intended as "Traditional Neighborhood" for future use. The traditional neighborhood allows for single-family, detached residential homes and townhomes, but does not list apartments as an allowed use. Multiple story apartment buildings would not reflect the "traditional architecture and traditional design principles" desired for the surrounding area. Therefore, the apartment community proposal does not align with the City's Future Development Map and should be recommended for denial.**

**There is also a concern about traffic safety coming off the property. The northernmost proposed entrance is at the intersection of North Main Street and Dixie Drive, and while this is a signalized intersection, it would need to be modified to a 4-way, signalized intersection in an already busy, complex spot along North Main Street. The southernmost proposed entrance is near the intersection of Fayetteville Road and Williamson Mill Road. This intersection is non-signalized and has a non-typical flow of traffic since Williamson Mill Road enters Fayetteville Road at an awkward angle.**

**Finally, within a two-mile radius of the subject property there are already several apartment communities (some in the City and some just outside the City): Tara Hill apartments, The Bloom apartments, Home One Extended Stay Motel (which physically functions like an apartment complex), and Keystone Apartments on the south side of the City. How many apartment communities can a City with a 2.6 square mile area support? Also, if there is an abundance of apartments within and adjacent to the City, how does that hamper the City's desire to diversify its future housing stock?**

*Per the City Attorney's office (regarding the separate parcels): It seems to me that the issue is slightly different, at least looking at the zoning ordinance as it is on Municode. Section 86-204, which provides for the uses, shows that MX and RM zoning districts allow multifamily (apartment complexes included, I'm assuming) as Permitted uses, not conditional uses. C2 does not allow multifamily uses at all. If I'm not using the most updated version of the zoning ordinance, can you please send me the most updated version. If the one on Municode is the most updated, then it seems there's not a conditional use permit that is needed but a rezoning of the C2 parcel to RM or MX and then the apartment complex would be permitted.*

*Obviously, if the version of the zoning ordinance I'm looking at on Municode is not updated and is different, then this opinion does not hold. But under the scenario presented below, if both RM and MX authorized apartment complexes as conditional uses, then it doesn't really matter whether it was annexed as an MX or RM in terms of whether a conditional use permit hearing should proceed – it should proceed regardless.*

*Community Development Director: Yes. It is different now. It was updated back in the winter to make any apartments require conditional use.*

*City Attorney office: That still leaves the C-2 District not allowing apartments at all, so it still seems like there should first be a rezoning from C-2 to RM and then a conditional use permit to apply to the entire property. Without that, the conditional use permit would still not allow the C-2 part of the property to be a multifamily use.*

**Pertaining to the timing of annexations and rezonings, which came up during the July 1<sup>st</sup> meeting, the City Zoning Code references annexations in two sections:**

**Sec. 86-377. - Property annexed into the city.**

**All territory which may hereafter be annexed into the city shall be zoned in accordance with the procedures of this article.**

**The city may institute the process for zoning the property to be annexed at any time on or after the date the notice of the proposed annexation is provided to the governing authority of the county as required under O.C.G.A. § 36-36-6. The hearing by mayor and council with respect to the zoning of the property to be annexed shall be conducted prior to the council action that annexes the property into the city.**

**The zoning classification approved by mayor and council following the hearing shall become effective on the latter of the date the zoning is approved by mayor and council or the date the annexation becomes effective pursuant to O.C.G.A. § 36-26-2.**

**Sec. 86-373. - Frequency of applications.**

**An application for a map amendment affecting the same property shall not be submitted more than once every 12 months provided; however, that mayor and council may approve a reduction in the waiting period to no less than six months in extenuating**



circumstances. The waiting period shall be measured from the date of action by mayor and council either approving or denying such rezoning application. This provision shall not apply to properties affected by an amendment filed by the council, nor shall zoning classifications adopted pursuant to an annexation of property into the city be considered zoning amendments under this section.

The State Zoning Procedures Law was also not found to reference timing of these procedures (see attachment).

Therefore, the timing of annexations and rezonings should not be a factor in making a decision concerning the current Conditional Use application. Main factors to consider with the application:

1. Does not conform to the Traditional Neighborhood model in the City's Future Development Map.
2. Would likely create a more dangerous intersection, even with a traffic signal.

#### Fiscal Impact

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

Private Developer

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

- Application
- Zoning Verification
- Property Info
- Existing Conditions Plan
- Site Plan
- Zoning History
- 2015 Annexation
- Parcel Verification
- Apartments
- Site Pictures
- Future Land Use
- 2019 Annexation
- Conditional Use - Sparrow Pointe North Main Street - Legal Notice
- Zoning Signs
- Ga. Zoning Procedures Law

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





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

## CONDITIONAL USE PERMIT APPLICATION

ATTACH ADDITIONAL PAGES IF NECESSARY. ALL ATTACHMENTS MUST BE NUMBERED. INDICATE THE PAGE NUMBER OF ATTACHMENT IN THE SPACES PROVIDED FOR EACH RELEVANT ANSWER.

ANY MISSTATEMENT OR CONCEALMENT OF FACT IN THIS APPLICATION SHALL BE GROUNDS FOR REVOCATION OF THE LICENSE ISSUED AND SHALL MAKE THE APPLICANT LIABLE TO PROSECUTION FOR PERJURY. PLEASE DO NOT LEAVE ANY AREAS UNANSWERED.

**APPLICATION FEE: \$700.00 (Non-Refundable).**

Date of Application: May 31, 2019

### Property Owner Authorization

I (We) Fayetteville Gingercake Road, LLC the  
 owner(s) of the following property located at: 000 North Main St, Jonesboro, GA 30236

Parcels 13210D B002; 13210D B007, 13209C E003

Tax Parcel Number: 3 parcels listed above Size of Property: 11.98 acres

Located in Zoning District RM do hereby request permission for a

conditional use for the above described property under the Zoning Ordinance zoned for

the following purposes:

multifamily apartment community

Attachment: Application (1447 : Sparrow Pointe Apartment Community)



## Property Owner Information

Name: Shi Shailendra a.k.a Fayetteville Gingersalce LLC  
 Mailing Address: 1760 Peachtree St., Ste. 150 100  
 City: Atlanta State: GA Zip: 30309  
 Phone: (Day) 404-597-5006 (Evening) \_\_\_\_\_

## Applicant's Information

(If Different from Owner's Information)

Same as above

Name: Fayetteville Gingersalce LLC  
 Mailing Address: 1760 Peachtree St.  
 City: ATLANTA State: GA Zip: 30309  
 Phone: (Day) 404-597-5006 (Evening) \_\_\_\_\_

## Jonesboro Property Information

Existing Uses and Structures: vacant/undeveloped land  
 Property address: 000 North Main St, Jonesboro, GA 30236  
 Surrounding Uses and Structures: (See Official Zoning Map): \_\_\_\_\_  
 Surrounding Zoning: \_\_\_\_\_ commercial & \_\_\_\_\_  
 North: commercial South: residential East: residential West: residential  
 Details of Proposed Use: multifamily apartment community for seniors aged 55+  
 Public Utilities: GA Power & Clayton County Water Authority  
 Access, Traffic and Parking: vehicular access from N Main St & Fayetteville Rd; 99 parking spaces  
 Special Physical Characteristics: N/A

Attachment: Application (1447 : Sparrow Pointe Apartment Community)

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


#### SITE PLAN INFORMATION INCLUDING:

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

The City may require submission of additional information as may be useful in understanding the proposed use and development of the property.

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

Date: 5/4/2015 Signed: [Signature]  
 Notary: [Signature]



**FOR OFFICE USE ONLY:**

Date Received: 06/04/19

Received By: [Signature]

Fee Amount Enclosed: \$ 700.00

Public Notice Sign Posted (Date) \_\_\_\_\_

Legal Ad Submitted (Date) \_\_\_\_\_

Legal Ad Published (Date) \_\_\_\_\_

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

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

Permit Issued \_\_\_\_/\_\_\_\_/20\_\_\_\_

Comment:

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

Attachment: Application (1447 : Sparrow Pointe Apartment Community)



## PROPERTY OWNER'S AUTHORIZATION

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

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

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

PROPERTY OWNER:

Fayetteville Gungentale LLC  
PRINT NAME

[Signature]  
SIGNATURE/DATE 6/4/2015

APPLICANT:

Fayetteville Gungentale LLC  
PRINT NAME

[Signature]  
SIGNATURE/DATE 6/4/2015

NOTARY:

[Signature]  
SIGNATURE/DATE

06 04 19



Attachment: Application (1447 : Sparrow Pointe Apartment Community)

CLAYTON COUNTY, JONESBORO, GEORGIA LEGAL DESCRIPTION TAX PARCELS 13210D B002, 13210D B007 & 13209C E003

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 11.98 ACRES, LYING AND BEING IN LAND LOTS 209 AND 210 OF THE 13TH DISTRICT, CLAYTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED ON A PLAT BY SOUTHERN SURVEYORS DATED OCTOBER 10, 2006, WHICH READS AS FOLLOWS:

COMMENCING at the intersection of the southern right-of-way of Southway Drive and the eastern right-of-way of U.S. Hwy. 19 & 41 (a.k.a. Tara Blvd.), THENCE southerly along the eastern right-of-way of U.S. Hwy. 41 & 19 a distance of 299.83' to a point which is the POINT OF BEGINNING.

BEGINNING at the aforesaid point;

THENCE NORTH 80°03'19" EAST a distance of 200.01' to a point;

THENCE SOUTH 15°20'30" EAST a distance of 100.28' to a point;

THENCE NORTH 80°06'00" EAST a distance of 832.41' to a point on the western right-of-way of Fayetteville Road;

THENCE along the western right-of-way of Fayetteville Road SOUTH 19°02'14" EAST a distance of 3.51' to a point;

THENCE along the western right-of-way of Fayetteville Road SOUTH 18°27'32" EAST a distance of 50.53' to a point;

THENCE along the western right-of-way of Fayetteville Road clockwise along the arc of a curve (ARC=186.85', RADIUS=713.00') which subtends a chord of SOUTH 12°21'16" EAST a distance of 186.32' to a point;

THENCE along the western right-of-way of Fayetteville Road SOUTH 03°59'47" EAST a distance of 211.32' to a point;

THENCE along the western right-of-way of Fayetteville Road SOUTH 03°28'56" EAST a distance of 640.30' to a point;

THENCE NORTH 23°30'02" WEST a distance of 543.38' to a point;

THENCE SOUTH 54°56'42" WEST a distance of 322.89' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 06°28'04" EAST a distance of 13.80' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 50°56'56" WEST a distance of 36.74' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 38°36'14" WEST a distance of 51.91' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 53°48'58" WEST a distance of 51.68' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 16°00'02" WEST a distance of 31.83' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 09°36'53" WEST a distance of 25.14' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 38°16'01" WEST a distance of 39.49' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of SOUTH 70°30'20" WEST a distance of 17.34' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 21°57'36" WEST a distance of 9.56' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 21°57'36" WEST a distance of 16.07' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 37°36'16" WEST a distance of 55.08' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 32°27'04" WEST a distance of 21.20' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 50°10'41" WEST a distance of 40.61' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 07°25'04" EAST a distance of 28.57' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 03°20'14" EAST a distance of 20.63' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 55°53'44" WEST a distance of 12.43' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 32°50'36" WEST a distance of 76.22' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 65°07'40" WEST a distance of 85.37' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 77°56'12" WEST a distance of 30.05' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 64°27'35" WEST a distance of 40.16' to a point;

THENCE along the centerline of the creek which meanders along a traverse line of NORTH 71°13'25" WEST a distance of 80.33' to a point;

THENCE SOUTH 68°11'14" WEST a distance of 123.64' to a point on the eastern right-of-way of U.S. Hwy. 19 & 41;

THENCE along the eastern right-of-way of U.S. Hwy. 19 & 41 counterclockwise along the arc of a curve (ARC=235.97', RADIUS=5729.65') which subtends a chord of NORTH 12°42'26" WEST a distance of 235.95' to a point, which is the point of beginning.

Attachment: Application (1447 : Sparrow Pointe Apartment Community)



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

MARIA

## ZONING VERIFICATION REQUEST

### Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

### Applicant's Information

Name of Applicant: Sparrow Pointe Housing, LP  
 Name of Business: Sparrow Pointe Housing, LP  
 Property's Address: N. Main St; Parcels 13210DB002, 13210DB007, 13209CE003  
 Email Address: crandlebray@yahoo.com  
 Phone: (Day): 404-597-5006 (Evening): \_\_\_\_\_

### Property Information

Current Use of Property: vacant land  
 Proposed Use of Property (Please provide in great detail the intended use of the property):  
multifamily community; 1 3-story elevator-served building for senior tenants with 60 units and a community room.

Applicant's Signature \_\_\_\_\_ Date 05/07/19

### FOR OFFICE USE ONLY:

Current Zoning: RH C-2, COUNTY ZONING NAICS Code: 623312  
 Required Zoning: RH Conditional Use Needed? \_\_\_\_\_ Yes or \_\_\_\_\_ No

Comments:

☐ APPROVED

DENIED ☐

SEE ATTACHED CHART

Zoning Official Signature \_\_\_\_\_

Date 5/13/19

Attachment: Zoning Verification (1447 : Sparrow Pointe Apartment Community)



Applicant – Sparrow Pointe Housing, LP  
 Name of Business – Sparrow Pointe Housing, LP  
 Address – North Main Street, Parcels 13210DB002, 13210DB007, 13209CE003  
 Zoning District – RM (13210DB002), C-2 (13210DB007), County (13209CE003)  
 NAICS - None

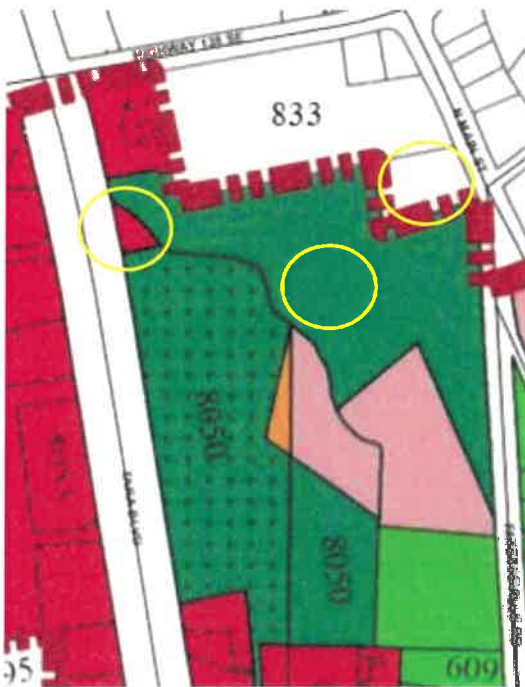
**Proposed Use: Senior Community**

Use is permitted "by right" in the district indicated = P

Use is permitted as a conditional use (section indicated) = C

Use is not permitted = N

| NAICS Code | USES   | R-2 | R-4 | R-C | R-A | <b>R<br/>M</b> | H-1 | H-2 | O&I | MX | C-1 | <b>C-2</b> | M-1 | Code Section |
|------------|--|-----|-----|-----|-----|----------------|-----|-----|-----|----|-----|------------|-----|--------------|
| n/a        | Multifamily (Apartments)                             | C   | C   | N   | N   | <b>C</b>       | N   | N   | N   | C  | C   | <b>N</b>   | N   | Sec. 86-205  |
| n/a        | Single Family Attached (Townhouses and Condominiums) | N   | N   | N   | P   | <b>P</b>       | C   | C   | N   | P  | N   | <b>N</b>   | N   | Sec. 86-202  |
| 623312     | Retirement Community, without Nursing Care           | N   | N   | N   | C   | <b>P</b>       | N   | C   | P   | P  | N   | <b>N</b>   | N   | Sec. 86-129  |



**Sec. 86-202. - Townhouses and condominiums.**

The following conditions are assigned in the H-1 and H-2 districts:

- (1) The standards of the R-A district shall control development of townhouses and condominiums.

**Sec. 86-205. – Multi-family (Apartments)**

The following conditions are assigned in the R-M and M-X districts:

- (1) The standards of the R-M district shall control development of apartments.
- (2) Must be located off a street having a classification of collector or greater.
- (3) A minimum 25-foot wide buffer shall be maintained along all property lines adjacent to any single-family, detached residential property.

**Sec. 86-129. - NAICS 6233 Retirement community.**

The following conditions are assigned in the R-C, R-A and H-2 districts:

- (1) A maximum of 90 dwelling units shall be permitted.
- (2) Must be located on a street having a classification of collector or greater.
- (3) Must be established on a lot having a minimum area of one acre.

David D. Allen, Zoning Administrator / Community Development Director  
May 13, 2019

**Crandle Bray**

**3175 Highway 81 W**

**Hampton, GA 30228**

**May 16, 2019**

**Re: Zoning Certification for Sparrow Pointe, fronting North Main Street and Tara Boulevard; Tax Parcel Identification Numbers Parcel No. 13210DB002, Parcel No. 13210DB007, and Parcel No. 13209CE003**

Mr. Bray:

The above specified parcels were requested for zoning verification by Sparrow Pointe Housing, LP on May 7, 2019. The findings were as follows:

1. Parcel No. 13210DB002 is zoned R-M and permits Townhouses and Condominiums. Apartments only with an approved Conditional Use Permit. The R-M multifamily residential district is established to provide for multifamily dwellings on properties having a minimum area of two acres. The district accommodates residential development at a maximum density of eight units per acre and is intended to serve a rental market in which attached units are available in a setting with common amenities and greenspace. R-M districts are expected to develop near public transit and along transportation corridors. Such developments may be established at the margin of neighborhood commercial districts, community shopping districts and employment centers, and represent a transition from office and commercial uses to lower density neighborhoods.
2. Parcel No. 13210DB007 is zoned C-2 (fronting Tara Blvd.) and would require rezoning to allow multi-family. The C-2 highway commercial district is established to accommodate intense retail and service commercial uses along Jonesboro's arterial highways. A broad range of such uses anticipates traffic from surrounding areas traveling through the city and affords a broad segment of the business community access to the large customer volumes associated with such locations. The automobile is the principal means of transit for shoppers in this district, and convenient on-premises parking is a primary concern. Given the value of arterial locations intended to capture heavy retail traffic, such industrial uses as manufacturing, distribution and processing are prohibited in order to reserve high visibility and enhanced access locations for highway commercial uses.
3. Parcel No. 13209CE003 is currently in Clayton County and would adhere to County zoning standards. It could not be considered part of the Sparrow Pointe development at this time.

**This zoning certification does not preclude any required variances and / or conditional uses. Please forward this letter to the Ga Department of Community Affairs, Office of Affordable Housing.**

Sincerely,



David D. Allen

City Zoning Administrator

Attachment: Zoning Verification (1447 : Sparrow Pointe Apartment Community)





# Real Property Records Search

[New Search](#)
[Current Year Assessment Notice](#)
[Sales Data](#)
[Previous Parcel](#)
[Next Parcel](#)

## Clayton County Property Card For Year 2019

FAYETTEVILLE GINGERCake  
ROAD LLC  
P O BOX 531

PARCEL ID . . 13210D B007  
LOCATION . . TARA BLVD

JONESBORO, GA 30237

LEGAL DESC DISTRICT 4 JONESBORO  
NBRHOOD JB013 JONESBORO INTERIOR LOT

DESCRIPTION NOT IN SUBDIVISION - ALL UTILITIES

DESCRIPTION PAVED ROAD

COM 0 TO 1 ACRE

ROAD FRONT . . . 180.0

### SALES HISTORY

| DEED BOOK | PAGE | SALE DATE | SALES INSTRUMENT | DISQUALIFIED    | SALE AMT | DEED NAME                      |
|-----------|------|-----------|------------------|-----------------|----------|--------------------------------|
| 9215      | 556  | 8/10/07   | WARRANTY DEED    | MULTIPLE PROPER | 600,000  | FAYETTEVILLE GINGERCake ROAD L |
| 1351      | 763  | 1/01/86   | WARRANTY DEED .  |                 |          | GARCIA PEDRO F                 |

### LAND SEGMENTS

| LND#                | ZONE | LAND TYPE/CODE | LAND QTY   |
|---------------------|------|----------------|------------|
| 1                   | GB   | SF 1           | 10,890.000 |
| MAP ACRES . . . 250 |      |                |            |

| TOTAL PARCEL VALUES | LAND / OVR | IMPROVEMENTS / OVR | 2019 VALUE | 2018 VALUE |
|---------------------|------------|--------------------|------------|------------|
| APV . . . . .       | 500        | 0                  | 500        | 500        |

Attachment: Property Info (1447 : Sparrow Pointe Apartment Community)

# Real Property Records Search

[New Search](#)
[Current Year Assessment Notice](#)
[Sales Data](#)
[Previous Parcel](#)
[Next Parcel](#)

## Clayton County Property Card For Year 2019

FAYETTEVILLE GINGERCake

 ROAD LLC  
 P O BOX 531

PARCEL ID . . 13210D B002

LOCATION . . TARA BLVD

JONESBORO, GA 30237

LEGAL DESC DISTRICT 4 JONESBORO

NBRHOOD JB024 JONESBORO 2NDRY LARGE LOT

DESCRIPTION NOT IN SUBDIVISION - ALL UTILITIES

DESCRIPTION

COM 5 AND UP

ROAD FRONT . . . 50.0 980.0

### SALES HISTORY

| DEED BOOK | PAGE | SALE DATE | SALES INSTRUMENT | DISQUALIFIED    | SALE AMT | DEED NAME                      |
|-----------|------|-----------|------------------|-----------------|----------|--------------------------------|
| 9215      | 556  | 8/10/07   | WARRANTY DEED    | MULTIPLE PROPER | 600,000  | FAYETTEVILLE GINGERCake ROAD L |
| 1308      | 224  | 1/01/86   | WARRANTY DEED    |                 |          | GARCIA PEDRO F                 |

### LAND SEGMENTS

| LND# | ZONE | LAND TYPE/CODE | LAND QTY    |
|------|------|----------------|-------------|
| 1    | GB   | SF 1           | 454,330.000 |

MAP ACRES . . 10.430

| TOTAL PARCEL VALUES | LAND / OVR | IMPROVEMENTS / OVR | 2019 VALUE | 2018 VALUE |
|---------------------|------------|--------------------|------------|------------|
| APV . . . . .       | 170,500    | 0                  | 170,500    | 170,500    |

Attachment: Property Info (1447 : Sparrow Pointe Apartment Community)



# Real Property Records Search

[New Search](#)
[Current Year Assessment Notice](#)
[Sales Data](#)
[Previous Parcel](#)
[Next Parcel](#)

## Clayton County Property Card For Year 2019

FAYETTEVILLE GINGERCAKE  
ROAD LLC  
P O BOX 531

PARCEL ID . . 13209C E003  
LOCATION . . N MAIN ST

JONESBORO, GA 30237

LEGAL DESC DISTRICT 8

COUNTY - FIRE

NBRHOOD JB030 JONESBORO SIDE ST/LNDLCK

DESCRIPTION NOT IN SUBDIVISION - ALL UTILITIES

DESCRIPTION PAVED ROAD

COM 1 TO 5 ACRES

ROAD FRONT . . . 100.0

### SALES HISTORY

| DEED BOOK | PAGE | SALE DATE | SALES INSTRUMENT | DISQUALIFIED    | SALE AMT | DEED NAME                      |
|-----------|------|-----------|------------------|-----------------|----------|--------------------------------|
| 9215      | 556  | 8/10/07   | WARRANTY DEED    | MULTIPLE PROPER | 600,000  | FAYETTEVILLE GINGERCAKE ROAD L |
| 1308      | 224  | 1/01/86   | WARRANTY DEED .  |                 |          | GARCIA PEDRO F                 |

### LAND SEGMENTS

| LND# | ZONE | LAND TYPE/CODE | LAND QTY   |
|------|------|----------------|------------|
| 1    | MX   | SF 1           | 56,628.000 |

MAP ACRES . . 1.300

| TOTAL PARCEL VALUES | LAND / OVR | IMPROVEMENTS / OVR | 2019 VALUE | 2018 VALUE |
|---------------------|------------|--------------------|------------|------------|
| APV . . . . .       | 56,500     | 0                  | 56,500     | 56,500     |

Attachment: Property Info (1447 : Sparrow Pointe Apartment Community)

Georgia Power Company  
 Cherise Stevens  
 1769 Sands Place  
 Marietta, GA 30067  
 Office: 770-618-5108  
 Cell: 404-387-4924



May 8, 2019

Georgia Department of Community Affairs  
 Office of Affordable Housing  
 60 Executive Park South, NE  
 Atlanta, Georgia 30329

RE: **Letter of Availability for a proposed Multifamily Development to be called Sparrow Pointe and located at North Main Street, Jonesboro, Georgia 30236 which includes Parcels 13210D B002; 13210D B007, 13209C E003.**

I am pleased to confirm the availability of electric service for the above property. Through this letter, Georgia Power Company guarantees electric service in sufficient capacity to meet all current and projected needs subject to rules, regulation, and rate schedules on file with the Georgia Public Service Commission.

We look forward to helping you develop this property and will be working to coordinate electric service. Your Georgia Power Key Account Manager is Logan Osborne at 706-236-1386. When available, please forward the site plan, riser diagram, electrical and mechanical panel schedules to Logan at [ldosborn@southernco.com](mailto:ldosborn@southernco.com).

At your convenience, we would like an opportunity to share possible energy efficiency measures that could be beneficial in lowering overall energy cost. Please view our website to find out how making energy-efficient improvements can help your business save year after year at [www.georgiapower.com/business/save-money-and-energy.html](http://www.georgiapower.com/business/save-money-and-energy.html).

Georgia Power also offers various types of outdoor lighting systems. You may find more information about our offerings at <https://www.georgiapower.com/business/industry-services/outdoor-lighting.html>

Additionally, to serve our mutual customer, please contact our **Builders & Properties Support at 1-800-642-2650** and/or our **Business Call Center at 1-888-655-5855** several weeks prior to the time service activation is needed to discuss general information or to apply for electric service.

We appreciate the opportunity to be your electric serve provider.

Best regards

  
 Cherise Stevens, Key Account Analyst  
 Georgia Power Company

cc: Logan Osborne

Attachment: Property Info (1447 : Sparrow Pointe Apartment Community)



Providing Quality Water and Quality Services to Our Community

May 6, 2019

Office of Affordable Housing  
Georgia Department of Community Affairs  
60 Executive Park South, NE  
Atlanta, GA 30329-2231

Re: Letter of Water and Sewer Availability & Capacity  
Sparrow Point, North Main Street  
Parcels 13210D B002, 13210D B007 & 13209C E003  
Clayton County, Georgia

To whom it may concern:

Clayton County Water Authority owns and maintains a 16" water main running along the west side of Tara Boulevard at the above referenced property. The Authority has a treatment capacity of 42 MGD and is currently producing an average of 24.61 MGD.

The Authority also owns and maintains an 8" sanitary sewer main running through the above referenced property and along the north property line. Wastewater generated by this property would receive treatment at the W.B. Casey WRF. This facility has a design capacity of 24.0 MGD and is presently treating 17.252 MGD.

The Authority does not guarantee capacity of plant or infrastructure until capacity is purchased through the payment of impact fees.

The data contained in this letter is for informational purposes only showing location and size of existing water and sewer lines. Water and sanitary sewer service to this property is subject to the existing and future policies of the Clayton County Water Authority, State EPD and Federal EPA.

Sincerely,

Keith Watkins  
Engineering Coordinator

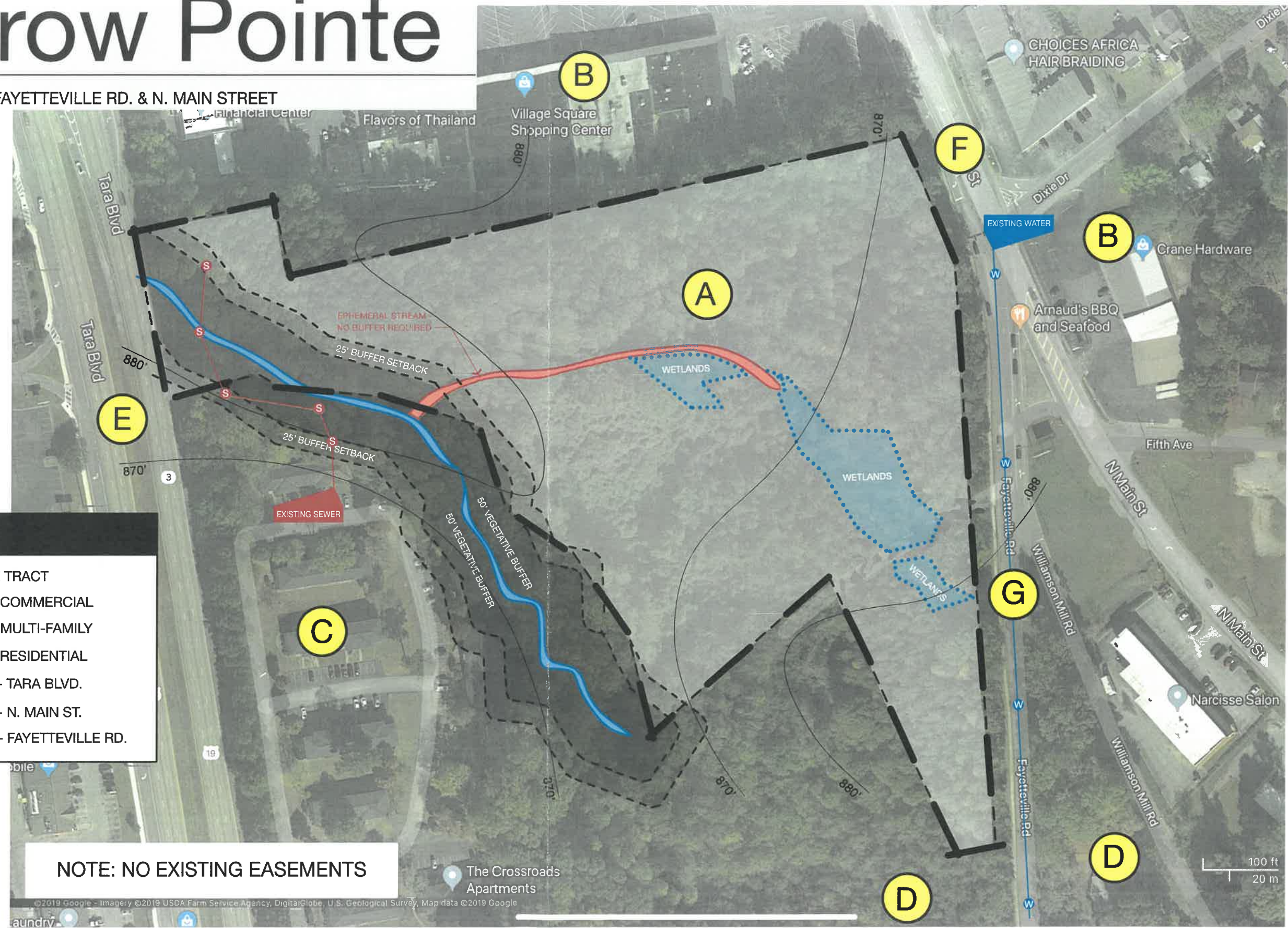


# Sparrow Pointe

JONESBORO, GA - FAYETTEVILLE RD. & N. MAIN STREET

**LEGEND:**

- (A) EXISTING 11.98 ACRE TRACT
- (B) EXISTING ADJACENT COMMERCIAL
- (C) EXISTING ADJACENT MULTI-FAMILY
- (D) EXISTING ADJACENT RESIDENTIAL
- (E) EXISTING ROADWAY - TARA BLVD.
- (F) EXISTING ROADWAY - N. MAIN ST.
- (G) EXISTING ROADWAY - FAYETTEVILLE RD.



NOTE: NO EXISTING EASEMENTS

## EXISTING CONDITIONS SITE PLAN - (CSPD.2)

May 23, 2019









## MEMORANDUM

**To:** Fayetteville Gingercake Road, LLC  
1720 Peachtree Street  
Atlanta, GA 30309

**From:** Shayla Harris  
124 North Avenue  
Jonesboro, GA 30236

**CC:** Townview Manor, L.P.

**Date:** June 9, 2015

**Re:** Notification of a Decision for an Annexation and Rezoning Request

---

**To Whom It May Concern:**

This letter is to serve as notification that the Jonesboro City Council voted to approve a request to annex 6.25 acre of property located along North Main Street and Dixie Drive and rezone said property from Clayton County's General Business to Jonesboro's Multifamily Residential/RM by Fayetteville Gingercake Road, LLC at their meeting held on Monday, June 8, 2015.

The RM Multifamily Residential district is established to provide for multifamily dwellings on properties having a minimum area of two acres. The district accommodates residential development at a maximum density of eight units per acre and is intended to serve a rental market in which attached units are available in a setting with common amenities and greenspace. RM districts are expected to develop near public transit and along transportation corridors.

Sincerely,

Shayla Harris  
Urban and Economic Development Planner

Attachment: Zoning History (1447 : Sparrow Pointe Apartment Community)





## MEMORANDUM

**To:** Fayetteville Gingercake Road, LLC  
1720 Peachtree Street  
Atlanta, GA 30309

**From:** Shayla Harris  
124 North Avenue  
Jonesboro, GA 30236

**CC:** Townview Manor, L.P.

**Date:** June 9, 2015

**Re:** Notification of a Decision for a Rezoning Request

---

**To Whom It May Concern:**

This letter is to serve as notification that the Jonesboro City Council voted to approve a request to rezone 5.73 acre of property from Neighborhood Commercial/C-1 to Residential Multifamily/RM by Fayetteville Gingercake Road, LLC at their meeting held on Monday, June 8, 2015.

The RM Multifamily Residential district is established to provide for multifamily dwellings on properties having a minimum area of two acres. The district accommodates residential development at a maximum density of eight units per acre and is intended to serve a rental market in which attached units are available in a setting with common amenities and greenspace. RM districts are expected to develop near public transit and along transportation corridors.

Sincerely,

Shayla Harris

Urban and Economic Development Planner

Attachment: Zoning History (1447 : Sparrow Pointe Apartment Community)

**CITY OF JONESBORO  
SPECIAL CALLED MEETING  
170 SOUTH MAIN STREET  
July 1, 2015 - 6:00 P.M.  
MINUTES**

The City of Jonesboro Mayor & Council held a Special Called Meeting on Wednesday, July 1, 2015. The meeting was held at 6:00 p.m. at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

- I. **CALL TO ORDER – Mayor Joy Day**
- II. **ROLL CALL – Ricky L. Clark, Jr., City Clerk**

**Council Present:**

Joy B. Day- Mayor  
Billy Powell – Mayor Pro Tem  
Jack Bruce, Councilmember  
Wallace Norrington, Councilmember  
Pat Sebo, Councilmember  
Bobby Wiggins, Councilmember  
Ed Wise, Councilmember

**Staff Present:**

Ricky L. Clark, Jr., –City Clerk  
Shayla Harris – City Planner

**III. PUBLIC HEARING**

- A. Council to consider map amendment to the Official Jonesboro Zoning Map for rezoning of property located along North Main Street and Dixie Drive (5.73 acres located in Land Lot 209 and 210 of the 13th Land District) from "Neighborhood Commercial" to "Residential Multifamily".

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

- B. Council to consider map amendment to the Official Jonesboro Zoning Map for rezoning of property located along North Main Street and Dixie Drive (6.25 acres located in Land Lot 209 & 210 of the 13th Land District) from Clayton County's "General Business" to Jonesboro's "Multifamily Residential" and to annex the 6.25 acres of property into the corporate limits of the City of Jonesboro.

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

***Motion made by Councilman Norrington, seconded by Councilman Powell to amend the agenda by adding the following item as D:***

Council to Consider Resolution #2015-18, cancelling the July 6, 2015 Work Session & the July 13, 2015 Regular Meeting.

CITY COUNCIL SPECIAL CALLED MEETING MINUTES – 07/01/2015



***Motion carried unanimously to add the aforementioned item.***

#### IV. AGENDA ITEMS

- A. Council to consider a map amendment to the Official Jonesboro Zoning Map for rezoning of property located along North Main Street and Dixie Drive (5.73 acres located in Land Lot 209 and 210 of the 13th Land District) from "Neighborhood Commercial" to "Residential Multifamily".

***Motion to approve made by Councilman Wise, seconded by Councilman Norrington. Motion carried with a vote of 5-1 with Councilwoman Sebo opposing.***

- B. Council to consider Ordinance No. 2015-005 to annex 6.25 acres of property located along North Main Street and Dixie Drive (located in Land Lot 209 & 210 of the 13th Land District) into the corporate limits of the City of Jonesboro.

***Motion to approve made by Councilman Wise, seconded by Councilman Norrington. Motion carried unanimously.***

- C. Council to consider Ordinance No. 2015-005 as a map amendment to the Official Jonesboro Zoning Map for rezoning of property located along North Main Street and Dixie Drive (6.25 acres located in Land Lot 209 & 210 of the 13th Land District) from Clayton County's "General Business" to Jonesboro's "Multifamily Residential"

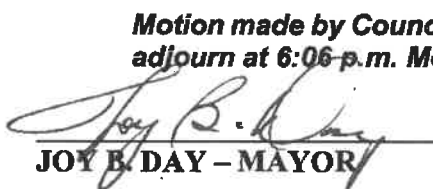
***Motion to approve made by Councilman Powell, seconded by Councilman Norrington. Motion carried with a vote of 5-1 with Councilwoman Sebo opposing.***

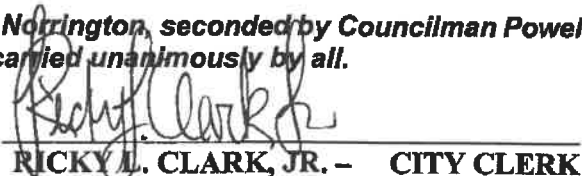
- D. Council to consider Resolution #2015-18, cancelling the July 6, 2015 Work Session & the July 13, 2015 Regular Meeting.

***Motion to approve made by Councilman Norrington, seconded by Councilman Wise. Motion carried unanimously by all.***

#### V. ADJOURNMENT

***Motion made by Councilman Norrington, seconded by Councilman Powell to adjourn at 6:06 p.m. Motion carried unanimously by all.***

  
JOY B. DAY – MAYOR

  
RICKY L. CLARK, JR. – CITY CLERK



**CITY OF JONESBORO  
SPECIAL CALLED MEETING  
170 SOUTH MAIN STREET  
July 1, 2015 - 6:00 P.M.  
MINUTES**

The City of Jonesboro Mayor & Council held a Special Called Meeting on Wednesday, July 1, 2015. The meeting was held at 6:00 p.m. at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

- I. **CALL TO ORDER – Mayor Joy Day**
- II. **ROLL CALL – Ricky L. Clark, Jr., City Clerk**

**Council Present:**

Joy B. Day- Mayor  
Billy Powell – Mayor Pro Tem  
Jack Bruce, Councilmember  
Wallace Norrington, Councilmember  
Pat Sebo, Councilmember  
Bobby Wiggins, Councilmember  
Ed Wise, Councilmember

**Staff Present:**

Ricky L. Clark, Jr., –City Clerk  
Shayla Harris – City Planner

**III. PUBLIC HEARING**

- A. Council to consider map amendment to the Official Jonesboro Zoning Map for rezoning of property located along North Main Street and Dixie Drive (5.73 acres located in Land Lot 209 and 210 of the 13th Land District) from "Neighborhood Commercial" to "Residential Multifamily".

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

- B. Council to consider map amendment to the Official Jonesboro Zoning Map for rezoning of property located along North Main Street and Dixie Drive (6.25 acres located in Land Lot 209 & 210 of the 13th Land District) from Clayton County's "General Business" to Jonesboro's "Multifamily Residential" and to annex the 6.25 acres of property into the corporate limits of the City of Jonesboro.

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

***Motion made by Councilman Norrington, seconded by Councilman Powell to amend the agenda by adding the following item as D:***

Council to Consider Resolution #2015-18, cancelling the July 6, 2015 Work Session & the July 13, 2015 Regular Meeting.

CITY COUNCIL SPECIAL CALLED MEETING MINUTES – 07/01/2015

54

Attachment: Zoning History (1447 : Sparrow Pointe Apartment Community)

***Motion carried unanimously to add the aforementioned item.***

#### IV. AGENDA ITEMS

- A. Council to consider a map amendment to the Official Jonesboro Zoning Map for rezoning of property located along North Main Street and Dixie Drive (5.73 acres located in Land Lot 209 and 210 of the 13th Land District) from "Neighborhood Commercial" to "Residential Multifamily".

***Motion to approve made by Councilman Wise, seconded by Councilman Norrington. Motion carried with a vote of 5-1 with Councilwoman Sebo opposing.***

- B. Council to consider Ordinance No. 2015-005 to annex 6.25 acres of property located along North Main Street and Dixie Drive (located in Land Lot 209 & 210 of the 13th Land District) into the corporate limits of the City of Jonesboro.

***Motion to approve made by Councilman Wise, seconded by Councilman Norrington. Motion carried unanimously.***

- C. Council to consider Ordinance No. 2015-005 as a map amendment to the Official Jonesboro Zoning Map for rezoning of property located along North Main Street and Dixie Drive (6.25 acres located in Land Lot 209 & 210 of the 13th Land District) from Clayton County's "General Business" to Jonesboro's "Multifamily Residential"

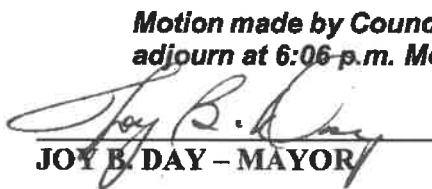
***Motion to approve made by Councilman Powell, seconded by Councilman Norrington. Motion carried with a vote of 5-1 with Councilwoman Sebo opposing.***

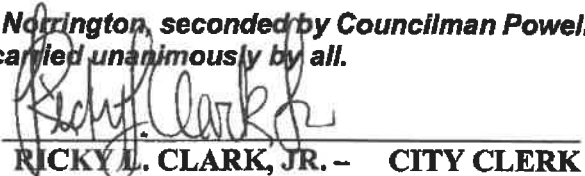
- D. Council to consider Resolution #2015-18, cancelling the July 6, 2015 Work Session & the July 13, 2015 Regular Meeting.

***Motion to approve made by Councilman Norrington, seconded by Councilman Wise. Motion carried unanimously by all.***

#### V. ADJOURNMENT

***Motion made by Councilman Norrington, seconded by Councilman Powell to adjourn at 6:06 p.m. Motion carried unanimously by all.***

  
JOY B. DAY – MAYOR

  
RICKY L. CLARK, JR. – CITY CLERK



## MEMORANDUM

**To:** Fayetteville Gingercake  
1720 Peachtree Street, Suite 150  
Atlanta, GA 30309

**From:** Shayla Harris  
City of Jonesboro  
124 North Avenue  
Jonesboro, GA 30236

**Date:** October 13, 2015

**Re:** Decision of a Variance Request – Property along North Main St. and Dixie Dr.

---

Fayetteville Gingercake,

This letter is to serve as notification that the Jonesboro Mayor and Council voted to approve your Variance Request to allow for a variance in the reduction of size for the one and two bedroom units at property located at 13209CE003, 13210DB002, 13210DB007, and 13210DB002Z.

The following was approved for the above referenced property:

- One bedroom units from 900 sq. ft. to 750 sq. ft.
- Two bedroom units from 1,200 sq. ft. to 950 sq. ft.

Should you have any questions regarding the decision, please do not hesitate to contact City Hall at 770-478-3800.

Sincerely,

A handwritten signature in blue ink that reads "Shayla Harris".

Shayla Harris  
Urban and Economic Development Planner



## Sec. 86-344. - Procedures.

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

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

A property owner shall not initiate an appeal affecting a decision of the code enforcement officer within 12 months following a determination by mayor and council. An application for a variance affecting the same property shall not be accepted by the city more than once every 12 months; however, an applicant may petition mayor and council to waive such waiting period by demonstrating that the situation or amount of variance requested which led to denial have materially changed or the request is materially different.

A property owner, with the consent of mayor and council, may voluntarily withdraw such owner's appeal once prior to the time such appeal is acted upon by the mayor and council.

Any applicant to whom a variance is granted shall be given written notice specifying any variances granted.

- (1) Approved variances shall expire 12 months following the date of the hearing at which such approval was granted unless a building permit is obtained and development or construction initiated.
- (2) Variances granted by mayor and council shall remain in effect only as long as the property to which such variance applies remains in the same zoning classification such property was in at the time the variance was granted.
- (3) Variances may not be granted by mayor and council conditioned upon city council approval of an application to amend this chapter or the official zoning map.
- (4) Every judgment of the mayor and council granting a variance or appeal shall be accompanied by a finding of fact specifying the reasons thereof. In granting any variance under the provisions of this section, the mayor and council may assign such conditions to the approval as will, in its opinion, substantially secure the purposes of this chapter. The mayor and council may designate conditions to be performed or met by the user or property owner, to protect the public health, safety, comfort, convenience, and general welfare of the community, including safeguards for the future development of Jonesboro, with respect to light, air, population density and conformance with the adopted comprehensive plan.
- (5) The existence of a nonconforming use of neighboring land, buildings or structures in the same or in other districts shall not constitute a reason for approval of a variance.
- (6) No variance may permit a use of land, buildings or structures not permitted by right in the district involved.

A copy of the paid in full tax bill or a letter from the city certifying that all taxes have been paid must accompany an application for a variance.



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

CERTIFIED MAIL

#7012 0290 0002 1298 6052

July 8, 2015

Department of Community Affairs  
 Attn: Lisa Weston  
 60 Executive Park South NE  
 Atlanta, Georgia 30329

**Re: Annexation**

Dear Ms. Weston:

Please be advised that the City of Jonesboro, Georgia, by the authority vested in the Mayor and the City Council of the City of Jonesboro, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, has annexed property to the City of Jonesboro by ordinance. Ordinance #2015-005, as attached and certified, was enacted on the 1<sup>st</sup> day of July, 2015. This ordinance shall become effective on the 1<sup>st</sup> day of August, 2015.

The property to be annexed is located in Clayton County.

The City of Jonesboro intends to add the annexed area to Census maps during the next survey, complete and return the maps to the Census Bureau.

The city has included the following:

1. An identification of the property to be annexed
2. Excerpt of Zoning Map for Annexation/Rezoning
3. Ordinance #2015-005 (Certified by the City Clerk)
4. Department of Community Affairs Annexation Report Form

Sincerely,

Shayla Harris  
 City Planner

/Enclosures

cc: Mayor Joy Day, Mayor  
 Ricky L. Clark, Jr., City Clerk  
 Steve Fincher, Esq., City Attorney  
 Annexation File

Attachment: 2015 Annexation (1447 : Sparrow Pointe Apartment Community)

**Attachments:**

1. An identification of the property to be annexed



All that tract and parcel of land lying and being in land lot 209 and 210 of the 13<sup>th</sup> land district of the Clayton County, Georgia, more particularly described as follows:

**BEGINNING** at an Iron pin found on the northeasterly right of way line of US Highway 41 & 19 (Tara Blvd.) 299.83ft. Southeasterly as measured along said right-of-way line of the southeast Intersection of Tara Blvd. with the Southway drive, running thence N80~03'19"E 200.01 ft. to an Iron Pin; run thence S15~20'30"E 100.28 ft to an Iron Pin; run thence N80~06'00"E 832.41ft. to an Iron Pin found on southwesterly right-of-way of Georgia highway #3; thence S19~02'14"E 3.51ft. to a concrete ROW monument; thence S18~27'32"E 50.53 ft to a point; thence southeasterly along the southwest right-of-way line of Georgia Highway #3 and Fayetteville Road an arc distance of 186.85 ft. to a concrete right-of-way monument said arc subtended by a chord S12~21'16"E 186.31ft.); thence S04~19'22"E along the right-of-way line of Fayetteville Road 76.42' to a point; thence S89^40'35"W a distance of 590.312 ft along a line, this line being the line between City limits of city of Jonesboro and Unincorporated Clayton County; thence along a similar line S01^42'26"W a distance of 276.67ft. to an iron pin on the PC of center line of the creek; thence back along the same line a distance of 17.9 ft to a point on the centerline of the Creek; thence Northwesterly along the center of a creek and following the meanderings thereof (the centerline being the property line) which creek may be determined by the following chords;

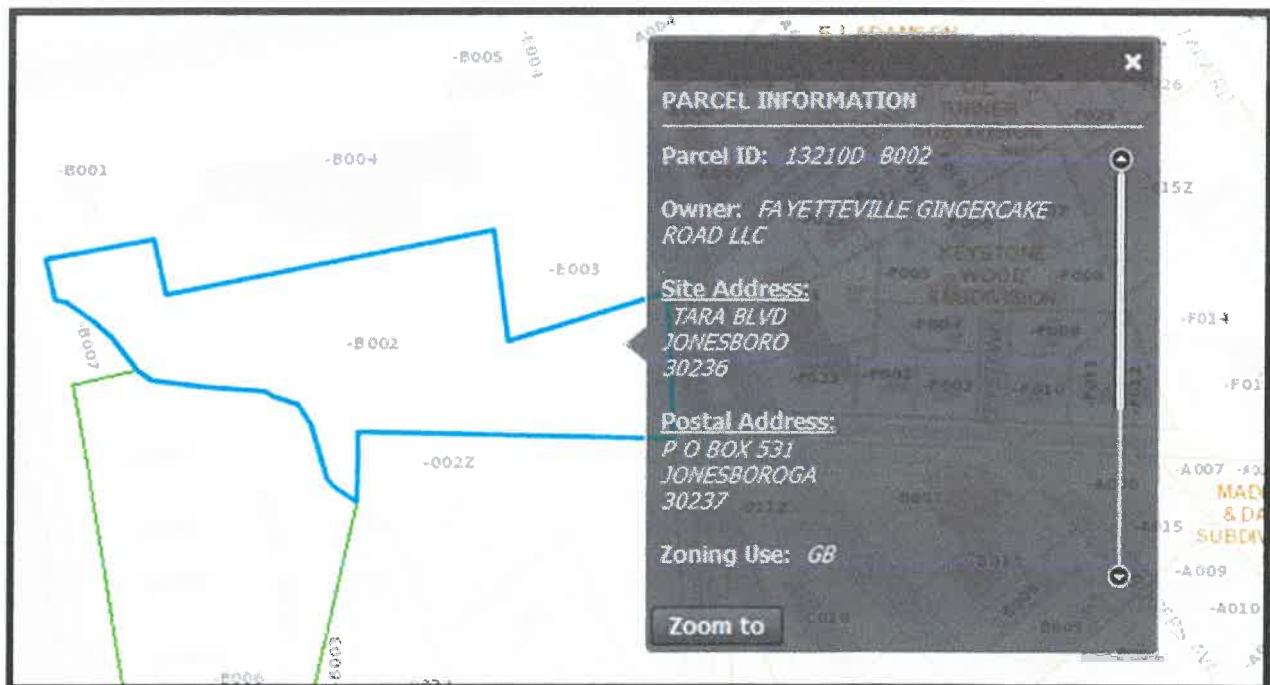
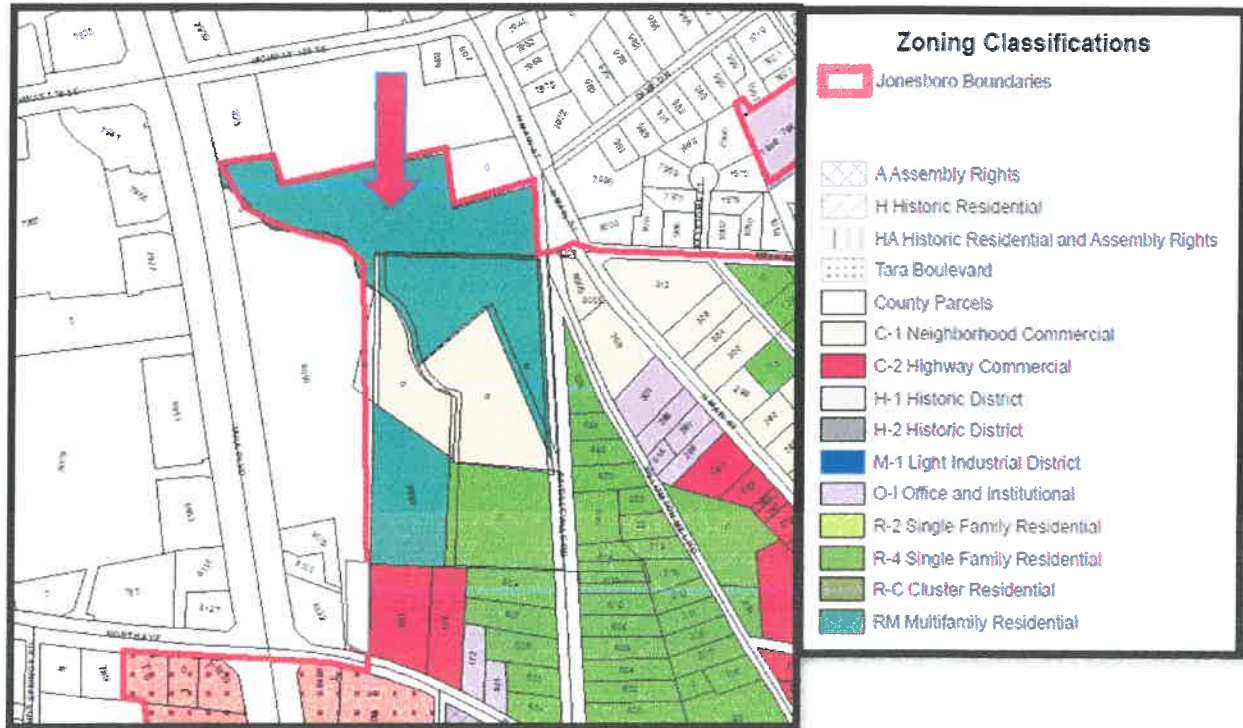
|             |        |
|-------------|--------|
| N21~57'36"W | 16.07' |
| N37~36'16"W | 55.08' |
| N32~27'04"W | 21.20' |
| N50~10'41"W | 40.61' |
| N07~25'04"W | 28.57' |
| N03~20'14"W | 20.63' |
| N55~53'44"W | 12.43' |
| N32~50'36"W | 76.22' |
| N65~07'40"W | 85.37' |
| N77~56'12"W | 30.05' |
| N64~27'35"W | 40.16' |
| N71~13'25"W | 80.33' |

Thence leaving the centerline of creek S68~11'14"W 123.64ft. to an Iron pin on the Northerly right-of-way line of Tara Blvd.; thence along the Northeasterly right-of-way of Tara Blvd. an arc distance of 235.97 ft. ( said arc subtended by a chord N12~42'26"W 235.95 ft to an Iron Pin, Being the POINT OF BEGINNING being a tract of 6.25 acres.



**Attachments:****2. Excerpt of Zoning Map for Annexation/Rezoning**

## City of Jonesboro's Zoning Depiction of Parcel ID: 13210D B002





**Attachments:**

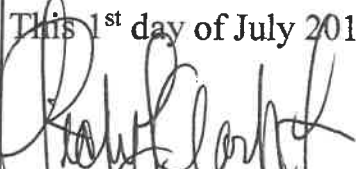
3. Ordinance #2015-005 (Certified by the City Clerk)

STATE OF GEORGIA  
CITY OF JONESBORO

**CERTIFICATION**

I, Ricky L. Clark, Jr., the undersigned City Clerk of the City of Jonesboro, Georgia, do hereby certify and declare that the attached is a true and correct copy of **Ordinance No. 2015-005** regarding the annexation 6.25 acres of property located along North Main Street and Dixie Drive (located in Land Lot 209 & 210 of the 13th Land District) into the corporate limits of the City of Jonesboro as enacted by the Jonesboro City Council at its July 1, 2015 Special Called Meeting, as contained in its duly ratified minutes.

This 1<sup>st</sup> day of July 2015,



Ricky L. Clark, Jr., City Clerk  
City of Jonesboro Mayor & Council

[City of Jonesboro SEAL]



STATE OF GEORGIA  
CITY OF JONESBORO

**2015-005**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO ANNEX CERTAIN PROPERTY INTO THE CITY OF JONESBORO, GEORGIA AND TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF JONESBORO, GEORGIA; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

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

**WHEREAS**, the governing authority of the City desires to annex certain property into the City and to modify the zoning designation of such property located within the City; and,

**WHEREAS**, the Mayor and Council have, as a part of planning, zoning and growth management, been in review of the City's zoning ordinances and have been studying the City's best estimates and projections of the type of development which could be anticipated within the City; and

**WHEREAS**, the Mayor and Council therefore consider it paramount that land use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City. The Mayor and Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on City streets, security of the public from crime and other dangers,



promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

**WHEREAS**, it is the belief of the Mayor and Council that the concept of “public welfare” is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the City “to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled.” Kelo v. City of New London, 545 U.S. 469 (2005); Berman v. Parker, 348 U.S. 26 (1954). It is also the opinion of the City that “general welfare” includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

**WHEREAS**, the Mayor and Council are, and have been interested in, developing a cohesive and coherent policy regarding certain uses in the City, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole; and

**WHEREAS**, the health, safety, and welfare of the citizens of the City of Jonesboro, Georgia, will be positively impacted by the adoption of this Ordinance.

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 following properties are hereby annexed into the City of Jonesboro, Georgia pursuant to the authority of O.C.G.A. § 36-36-21 et seq.:

All that tract and parcel of land lying and being in land lot 209 and 210 of the 13<sup>th</sup> land district of the Clayton County, Georgia, more particularly described as follows:

BEGINNING at an Iron pin found on the northeasterly right of way line of US Highway 41 & 19 (Tara Blvd.) 299.83ft. Southeasterly as measured along said right-of-way line of the southeast Intersection of Tara Blvd. with the Southway drive, running thence N80~03'19"E 200.01 ft. to an Iron Pin; run thence S15~20'30"E 100.28 ft to an Iron Pin; run thence N80~06'00"E 832.41ft. to an Iron Pin found on southwesterly right-of-way of Georgia highway #3; thence S19~02'14"E 3.51ft. to a concrete ROW monument; thence S18~27'32"E 50.53 ft to a point; thence southeasterly along the southwest right-of-way line of Georgia Highway #3 and Fayetteville Road an arc distance of 186.85 ft. to a concrete right-of-way monument said arc subtended by a chord S12~21'16"E 186.31ft.); thence S04~19'22"E along the right-of-way line of Fayetteville Road 76.42' to a point; thence S89~40'35"W a distance of 590.312 ft along a line, this line being the line between City limits of city of Jonesboro and Unincorporated Clayton County; thence along a similar line S01~42'26"W a distance of 276.67ft. to an iron pin on the PC of center line of the creek; thence back along the same line a distance of 17.9 ft to a point on the centerline of the Creek; thence Northwesterly along the center of a creek and following the meanderings thereof (the centerline being the property line) which creek may be determined by the following chords;

|             |        |
|-------------|--------|
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Thence leaving the centerline of creek S68~11'14"W 123.64ft. to an Iron pin on the Northerly right-of-way line of Tara Blvd.; thence along the Northeasterly right-of-way of Tara Blvd. an arc distance of 235.97 ft. (said arc subtended by a chord N12~42'26"W 235.95 ft to an Iron Pin, Being the POINT OF BEGINNING; being a tract of 6.25 acres.

The area to be annexed is further identified on the survey prepared by Sawhney & Associates for BSRT Properties, LLC and Fayetteville Gingercake Rd., LLC which is attached hereto and incorporated herein by reference as Exhibit A.

**Section 2.** The property described in Section 1 hereof is hereby rezoned from the County zoning designation of GB, General Business, to the City zoning designation of R-M, Multifamily Residential as further described in Chapter 86, "Zoning," of the Code of Ordinances, City of Jonesboro, Georgia.

**Section 3.** The rezoning indicated in Section 2 hereof is to be noted on the City of Jonesboro Official Zoning Map approved by Mayor and Council as soon as reasonably possible following adoption of this Ordinance. Until the rezoning is indicated on the City of Jonesboro Official Zoning Map and in the event of any discrepancy between this Ordinance and the City of Jonesboro Official Zoning Map, this Ordinance shall govern.

**Section 4.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 5.** (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 the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 6.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section 7.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

**Section 8.** Penalties in effect for violations of the Zoning Ordinance of the City of Jonesboro at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

**Section 9.** The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

ORDAINED this 1 day of July, 2015.

CITY OF JONESBORO, GEORGIA

ATTEST:

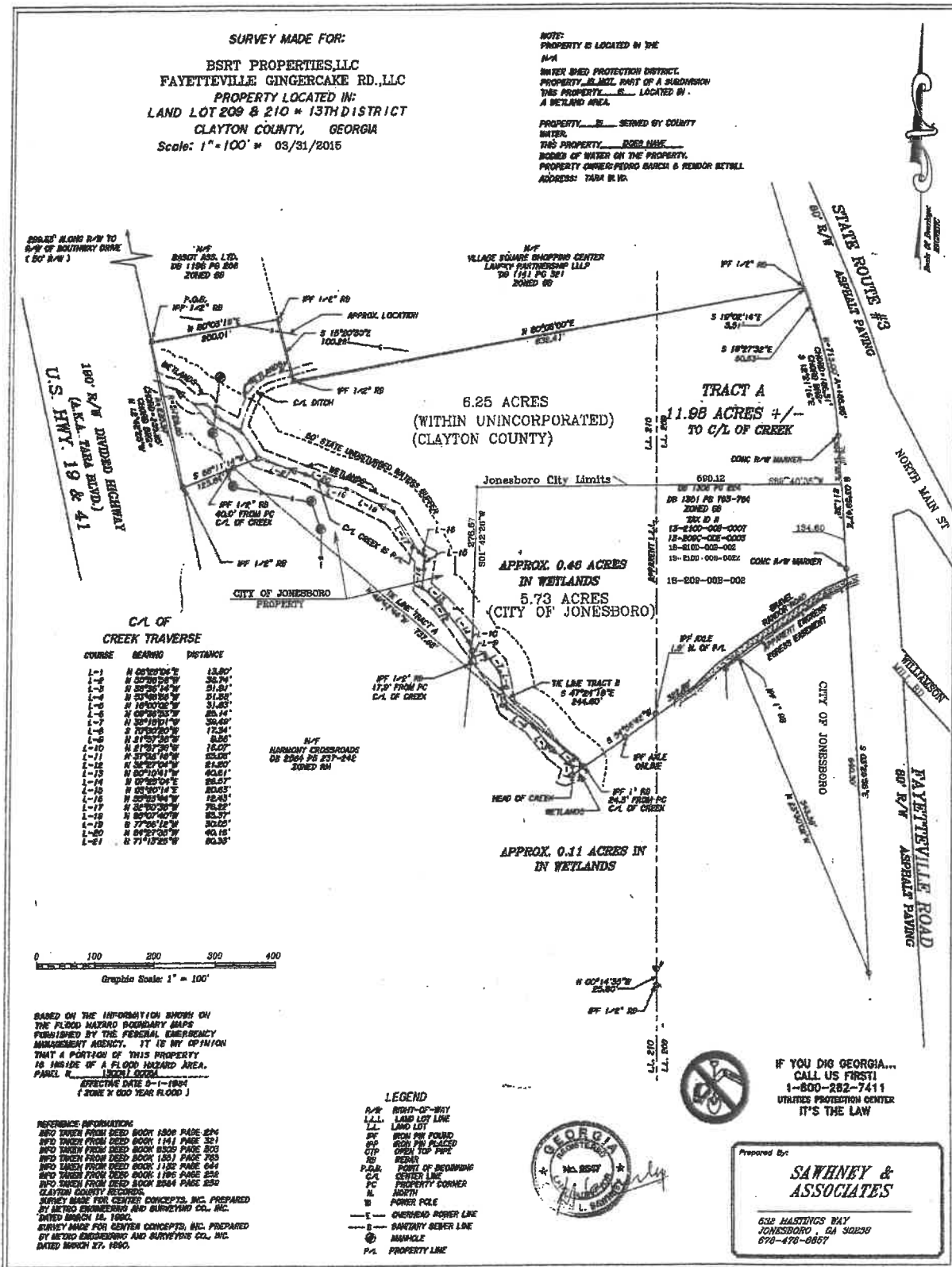
  
Mayor

  
City Clerk



**EXHIBIT "A"**  
**PROPOSED ANNEXED AREA**  
**(ATTACHED)**





Attachment: 2015 Annexation (1447 : Sparrow Pointe Apartment Community)

**Attachments:**

4. Department of Community Affairs Annexation Report Form

**Annexation or Deannexation Report Form**

1. **Annexing (or Deannexing) Municipality:** City of Jonesboro
2. **County in which annexation occurred:** Clayton
3. **Authorization Type** (check one): Ordinance ☒ Resolution ☐ Local Act of General Assembly ☐
4. **Authorization Number:** 2015-005
5. **Authorization Date** (Month/Day/Year): 07/01/2015
6. **Effective Date** (Month/Day/Year): 08/01/2015
7. **Acreage:** 6.25
8. **Annexation Type** (check one): Annexation ☒ Deannexation ☐
9. **Acknowledgements**  
**Boundary and Annexation Survey participation statement:**  
Please sign name here Shayla Harris  
and type name here Shayla Harris  
to acknowledge that you understand that the city is required to participate in the next Census Bureau Boundary and Annexation Survey, in order to change this territory on their jurisdictional boundary maps of the city.  
See OCGA 36-36-3(a) (3) for details.
10. **Contact Information** (for your first time submission using this form or to update)  
Contact Person: Shayla Harris  
Contact Person Title: City Planner  
Address 1: 124 North Avenue  
Address 2: \_\_\_\_\_  
City: Jonesboro  
Telephone (Area-code and number): 770-478-3800  
FAX (Area-code and number): 770-478-3775  
Email Address: sharris@jonesboroga.com

Please mail or fax completed report to:

**Annexation  
Georgia Department of Community Affairs  
60 Executive Park South, NE  
Atlanta, Georgia 30329-2231  
FAX 404-679-0646**

## Instructions for the Annexation or Deannexation Report Form

1. Enter the legal name of the **Annexing Municipality**, i.e., your city's name.
2. Using the drop down menu, select the name of the **County** in which the boundary change (annexation or de-annexation) will occur.
3. Select the **Authorization Type** for this boundary change by checking one of the choices on the form: Ordinance, Resolution, or Local Act of the General Assembly
4. Enter the **Authorization Number**. This is usually documented in the annexation ordinance. If the annexation was made by an act of the General Assembly, then enter that number. For example, during the 2002 session there was an annexation by House Bill 1822 which became Act 672. For such acts just enter the act number, e.g., "672". Your city may have also passed an ordinance for the rezoning of the annexed territory, but this information is not needed for the report. Be sure to enter just the ordinance number for the annexation itself. If you use any numbering system to uniquely identify ordinances related to annexation, provide that number here and use the same number when adding the area to maps and forms of the U.S. Census Bureau Boundary and Annexation Survey (BAS). If you do not currently use a numbering system we recommend that you adopt a system using the year and a sequence number such as 2003-01. Owner names are not sufficient for this purpose because the Census Bureau will not use them in their tracking system for BAS. This should facilitate coordination between the city, DCA, and the Census Bureau, especially with respect to the certification process that takes place every two years. During the certification process the Census Bureau sends a list of the city's annexations, as reported by you on the BAS maps and forms, to DCA for review and certification that all of the requirements have been met. At that time our ability to match your annexation reports to the Census Bureau certification listing for your city is critical. An annexation numbering system will also help you or other city officials match your records to the appropriate report records in the DCA Annexation database whenever you have other questions relating to particular annexations.
5. Enter the **Authorization Date**. This date is usually on the signature page of the ordinance. Do not instead enter an 'Effective Date'. The Authorization Date cannot be the same as the Effective Date (except for local Acts of the General Assembly) because the effective date is set by law to be the first day of the month following the date when all procedural requirements have been met. See 6 below or OCCA 36-36-2 for details. After completing your report please keep a copy for your records so you can use it during the U.S. Census Bureau Boundary and Annexation Survey (BAS). The BAS program will ask you to indicate each annexation on a map of your jurisdiction that they will provide to you and to identify each annexation by providing a unique Authorization Number, Effective Date, and the Size of the area.



6. **Effective Date.** By law, the effective date of most annexations is the first day of the month following the date the ordinance or resolution was passed. However, the effective date for annexations is dictated by O.C.G.A. 36-36-2 as follows:
  - (a) Except as provided in subsection (c) of this Code section, all annexation other than by local Act shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation occurred and for all other purposes shall become effective on the first day of the month following the month during which the requirements of Article 2, 3, or 4 of this chapter, whichever is applicable, have been met.
  - (b) Except as provided in subsection (c) of this Code section, annexation by local Act shall become effective for ad valorem tax purposes on December 31 of the year in which such local Act is approved by the Governor or becomes law without such approval and for all other purposes shall become effective at the time such local Act becomes effective or such later date as provided in such local Act.
  - (c) Where an independent school system exists within the boundaries of a municipality, other effective dates may be established by the municipality solely for the purpose of determining school enrollment.
7. **Acreage.** Enter the acreage of the area being annexed (or deannexed). Although this information is not required to be included in the annexation report, you must submit it as part of the U.S. Census Bureau's Boundary and Annexation Survey. The size of the area should be specified in acres (tenths).
8. Select the **Annexation Type** for this boundary change by checking one of the choices on the form: Annexation or Deannexation
9. **Acknowledgements**

Please sign and print your name on the form, where it is indicated, to acknowledge, as required by OCGA 36-36-3(a)(3), that the city will add the annexed area to maps provided by the United States Bureau of the Census during their next regularly scheduled Boundary and Annexation Survey of the municipality. The city will complete and return the survey and map as instructed by the Census Bureau." The city must delete the area from their boundary on these maps if the area was de-annexed.
10. Please complete the **Contact Information** at the bottom of the form.
11. Mail or fax the completed form to the Department of Community Affairs.

### **Zoning Information – Fayetteville-Gingercake/Sparrow Pointe Senior Housing**

- Parcel 13209C E003 is shown as outside of the City limits of Jonesboro on the Official City Zoning Maps from 2015 through 2019.
- Parcel 13209C E003 is shown as outside of the City limits of Jonesboro on the Clayton County Zoning Map online.
- Parcel 13209C E003 is shown as outside of the City limits of Jonesboro on the Clayton County GIS Parcel Viewer online.
- Parcel 13209C E003 is shown as a Clayton County property on the Tax Assessor records online. In contrast, adjacent Parcels 13210D B002 and 13210D B007 are shown as City properties.
- In the City's July 2015 annexation, the depiction (map) page of the parcel(s) to be annexed excludes Parcel 13209C E003.
- Fayetteville Gingercake's annexation application from 2015, references Parcels 13210D B002 only.
- The City Clerk Certified copy of Ordinance #2015-005 for annexing 6.25 acres does not specifically reference any Parcel Numbers.
- The July 2015 rezoning (map amendment) for 5.73 acres and 6.25 acres along North Main Street and Dixie Drive does not specifically reference any Parcel Numbers.

#### **HOWEVER:**

- The October 2015 variance requests that were approved for the same properties above does specifically reference Parcel 13209C E003, as well as 13210D B002 and 13210D B007.
- A preliminary site plan, dated March 10, 2015 by Engineering Surveys and Services, shows portions of the development going through -Parcel 13209C E003.
- The referenced plat for the map amendments and annexation, prepared by Sawhney and Associates on 3/31/15 for BSRT Properties LLC and Fayetteville Gingercake Rd., LLC shows 11.98 total acres (6.25 + 5.73) extending all the way to North Main Street along the entire southern boundary of Village Square Shopping Center and does not show Parcel 13209C E003 as a separate piece of property. (Parcel 13209C E003 should "jog" south of the Village Square Shopping Center.)
- On the Clayton County GIS Parcel Viewer online, if you add up the areas of Parcels 13209C E003, 13210D B002 and 13210D B007, you get exactly 11.98 acres, the same as the referenced plat.
- Parcel 13209C E003, as well as Parcels 13210D B002 and 13210D B007, all reference Deed Book 9215, pages 556 and 557, which reference 11.98 acres, but on a different plat (Southern Surveyors on October 10, 2006).
- Was Sawhney and Associates' 3/31/15 plat ever recorded? Not valid if it wasn't.
- I can find no recorded book and page number for the October 10, 2006 either.



# City of Jonesboro Georgia



This is to certify that this is the Official Zoning Map referred to in this Section of Ordinance 2015-0 of the City of Jonesboro, Georgia

October 8, 2018

## Zoning Classifications

- A Assembly Rights
- H Historic Residential
- AH Historic Residential and Assembly Rights
- T Tara Boulevard
- County Parcels
- C-1 Neighborhood Commercial District
- 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 District
- R-4 Single Family Residential District
- R-C Cluster Residential District
- RM Multifamily Residential District

Jonesboro City Limit

Official Adoption Date: **October 8, 2018**

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 chambers 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 provided by the Clayton County Tax Assessor's Office and are not guaranteed by the City of Jonesboro to be accurate.



0 500 1,000 2,000 3,000 4,000  
Feet



# Clayton County GIS Map



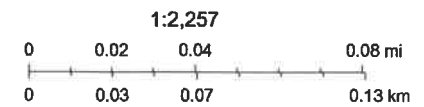
5/21/2019 10:18:32 AM

Override 1

## Zoning

- GB
- MX
- RS110
- UV

Tax Parcels



Clayton County GIS

Attachment: Parcel Verification (1447 : Sparrow Pointe Apartment Community)





# Clayton County Parcel Viewer

Clayton County, Georgia

## Information



**VIEW PARCEL INFORMATION:** After finding the desired parcel, click within the parcel to view the parcel information. The information will appear in a pop-up window.

**SEARCH:** To search, select the database you would like to use with the dropdown arrow, such as the County Address Database, then type in the address, then click the search magnifying glass icon. If no database is specified, the closest match based on a "fuzzy search" of all databases will be returned.



**- MAP LEGEND:** To display the map legend, select the legend icon.



**- LAYER LIST:** To toggle a map layer, select the layers icon and check/uncheck the desired layers. (Please note: Each layer has two check boxes and the layer must be expanded to see the second check box.)



**- BASEMAPS:** To change basemaps, open the Basemap Gallery and select the desired basemap.

+ Search all databases here Q

Parcel ID: 13209C E003

7929

899

907

7944

7952

795B

7972

[Open image in new tab](#)

[Open in Google maps](#)

### Location Address

N MAIN ST JONESBORO, GA. 30236

### Owner Information

FAYETTEVILLE GINGERCake ROAD LLC  
P O BOX 531  
JONESBORO, GA 30237

### Parcel & Structure Information

Zoning: MX

Acreage: 1.30

In Flood Plain?: NO

Residential Structure: , 0 SQFT

Residential Beds/Baths: 0/0

Commissioner District: 4

Tax District: 8

Year Structure Built: 0

Land Appraised Value: \$56,500

Total Appraised Value: \$56,500.00

Assessed Value: \$22,600.00

Bldg 1 Sq. Ft: 0

Bldg 2 Sq. Ft: 0

Bldg 3 Sq. Ft: 0

Bldg 4 Sq. Ft: 0

Last Sold Date: 19860101

Last Sold Price: \$0

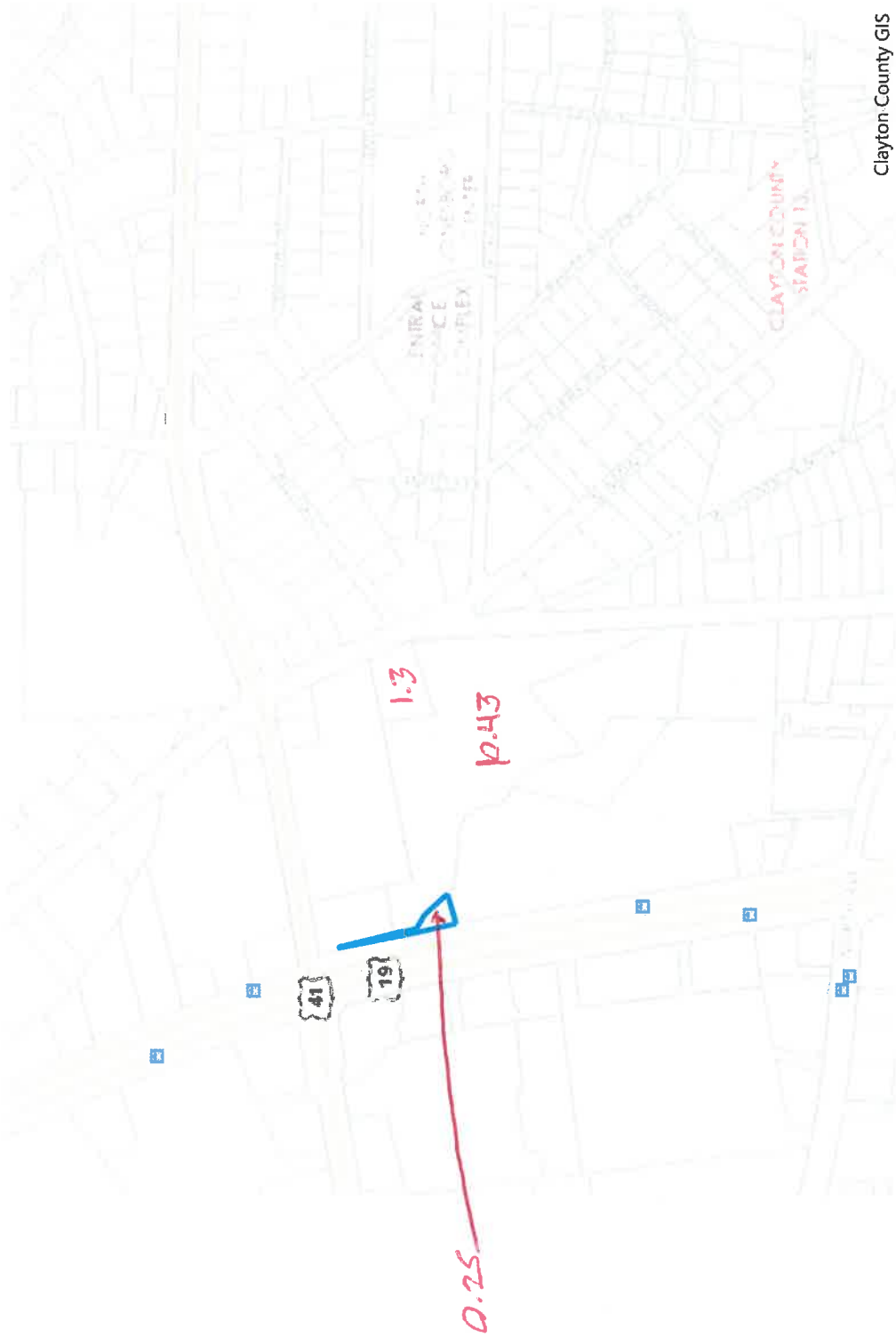
### More Information:

84.34133.537 Degrees

[Zoom to](#)

All rights reserved

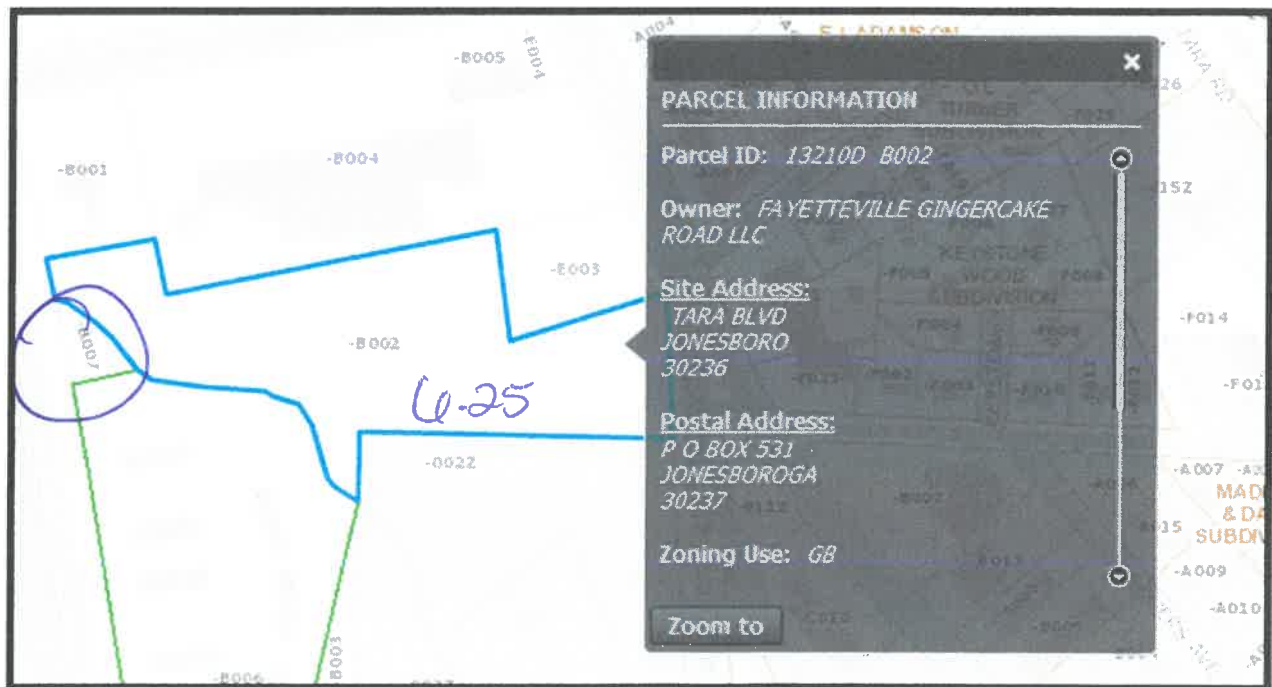
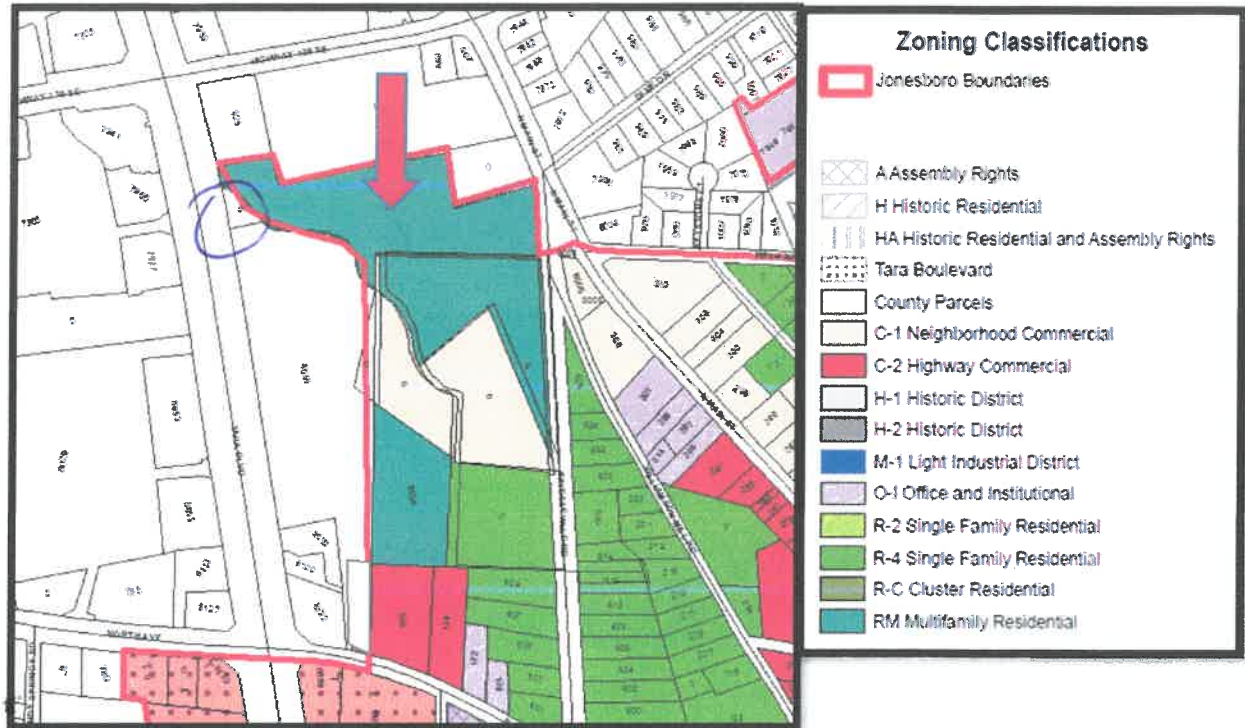
Attachment: Parcel Verification (1447 : Sparrow Pointe Apartment Community)



10.43  
0.25  
1.30  
11.98

Attachment: Parcel Verification (1447 : Sparrow Pointe Apartment Community)

## City of Jonesboro's Zoning Depiction of Parcel ID: 13210D B002



Attachment: Parcel Verification (1447 : Sparrow Pointe Apartment Community)



## Clayton County Property Tax Information

BILL IS UNPAID. DELINQUENT PENALTIES ARE DUE.

2014 TAX BILL for property located at TARA BLVD

| TAX YEAR | BILL NO. | PARCEL ID#  | DATE PAID | TAX DISTRICT  | DUE DATE   |
|----------|----------|-------------|-----------|---------------|------------|
| 2014     | 024785   | 13210D B002 | UNPAID    | FIRE DISTRICT | 11/15/2014 |

## PROPERTY OWNER

FAYETTEVILLE GINGERCake  
ROAD LLC  
P O BOX 531  
JONESBORO, GA 30237

FAIR MARKET VALUE 220,000

ASSESSED VALUE 40% 88,000

*\$132.00 City taxes (1.5 mil)*

## EXEMPTIONS

|                                    | Millage Rate | Tax      |
|------------------------------------|--------------|----------|
| County Tax                         | 20.953       | 1,843.86 |
| County HTRG Credit                 | 14.869       | .00      |
| County Bonds                       |              | .00      |
| Filing Penalty                     |              | .00      |
| Fire Protection                    | 5.000        | 440.00   |
| Fire HTRG Credit                   | 5.000        | .00      |
| Hospital Tax                       |              | .00      |
| CID Tax                            |              | .00      |
| Street Light Protection            |              | .00      |
| Total County Tax                   |              | 2,283.86 |
| Sales Tax Credit                   | 6.084        | 535.39-  |
| Net Tax Due Board of Commissioners |              | 1,748.47 |
| School Tax                         | 19.804       | 1,742.75 |
| School HTRG Credit                 | 19.804       | .00      |
| School Bonds                       |              | .00      |
| Total School Tax                   |              | 1,742.75 |
| State Tax                          | .100         | 8.80     |
| State HTRG Credit                  | .100         | .00      |
| Total State Tax                    |              | 8.80     |

TOTAL PAYABLE TO TAX COMMISSIONER

3,500.02 \*

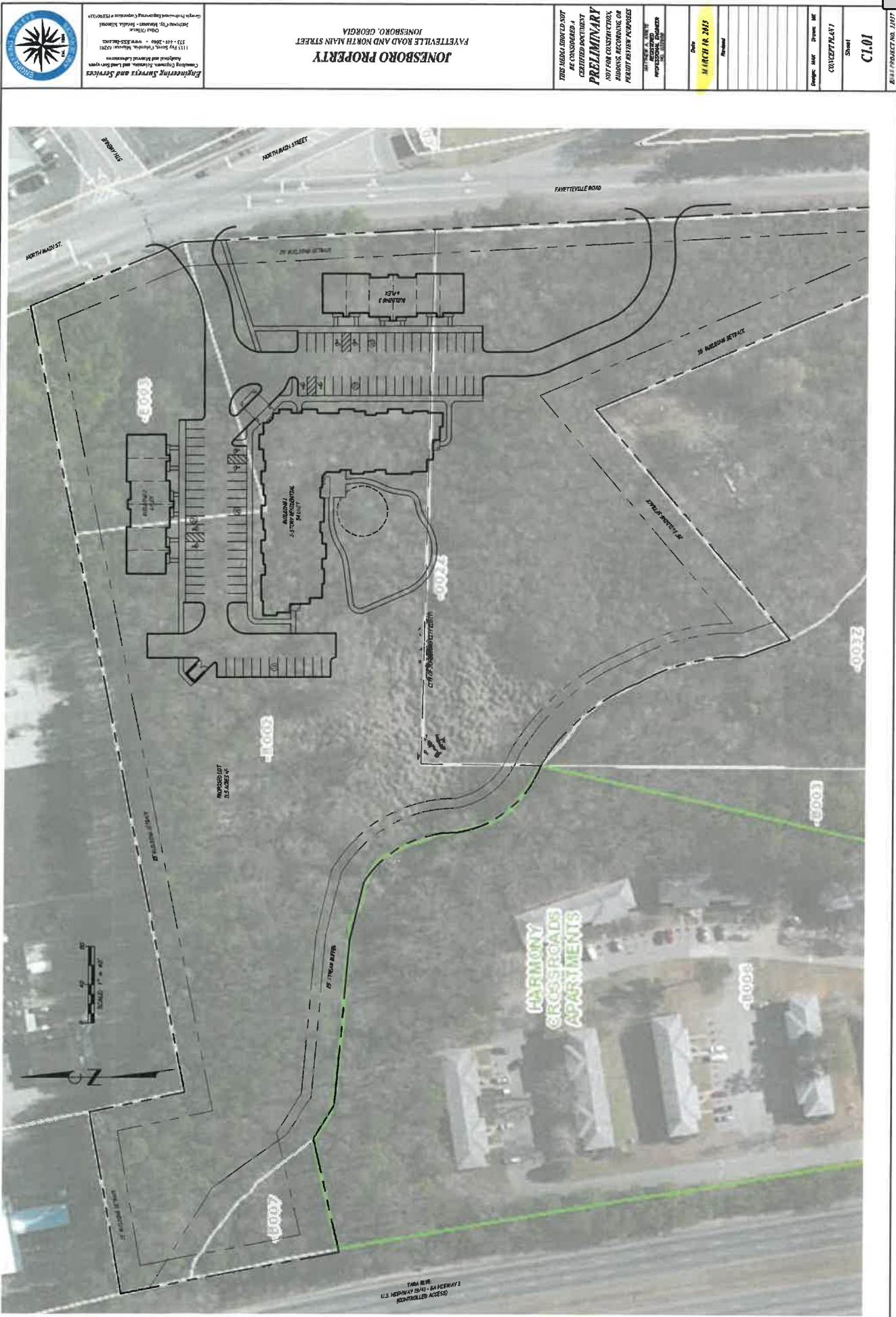
\* Delinquent Penalties are due-PLEASE CALCULATE PAYOFF

Enter Payoff Date  
in MM/DD/YYYY format

Calculate Payoff

Attachment: Parcel Verification (1447 : Sparrow Pointe Apartment Community)





09215  
00556FILED  
CLAYTON CO., GA

2007 AUG 16 AM 9:29

LINDA T. MILLER  
CLERK SUPERIOR COURT  
40239Clayton County, Georgia  
Real Estate Transfer Tax  
Paid \$600.00  
Date 8-16-07  
Linda T. Miller  
Clerk Superior CourtAfter Recording Return to:  
The Windham Law Firm  
1050 Eagles Landing Parkway  
Suite 200  
Stockbridge, Ga 30281  
File #JW070033

## LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HENRY

THIS INDENTURE, made this 10th day of August, 2007, by and between PEDRO F. GARCIA M.D., as party of the first part, hereinafter called Grantor, and FAYETTEVILLE GINGERCake ROAD, LLC, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective their, successors and assigns where the context requires or permits),

## WITNESSETH:

That Grantor, for and in consideration of the sum of ONE (\$1.00) DOLLAR and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 209 & 210 of the 13<sup>th</sup> District, Clayton County, Georgia, containing 11.98 acres more or less as per plat by Southern Surveyors for Shailendra Group dated October 10, 2006 and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference thereto.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor, who is the party of the first part.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year above written.

Signed, sealed and delivered  
in the presence of:

*Jeremy Wesels*  
Unofficial Witness

Notary Public  
COMMISSION EXPIRATION DATE:  
(NOTARIAL SEAL)

By: *Pedro F. Garcia* (SEAL)  
PEDRO F. GARCIA, M.D.



No  
RECORD OF  
RECORDING

BK09215P6556

Attachment: Parcel Verification (1447 : Sparrow Pointe Apartment Community)

09215  
00557**Exhibit "A"**

All that tract or land lying and being in Land Lots 209 and 210 of the 13<sup>th</sup> District of Clayton County, Georgia, containing 11.98 acres more or less as per plat by Southern Surveyors for Shailendra Group dated October 10, 2006 and being more particularly described as follows:

BEGINNING at an iron pin set on the northeasterly right of way line of US Highway 41 & 19 (Tara Blvd.) 299.83 feet Southeasterly as measured along said right of way line from the Southeast intersection of Tara Blvd. with Southway Drive; running thence North 80 degrees 03 minutes 19 seconds East 200.01 feet to an iron pin; run thence South 15 degrees 20 minutes 30 seconds East 100.28 feet to an iron pin; run thence North 80 degrees 06 minutes 00 seconds East 832.41 feet to an iron pin found on the Southwesterly right of way line of Georgia Highway #3; Running thence South 19 degrees 02 minutes 14 Seconds East 3.51 feet to a concrete right of way monument; running thence South 18 degrees 27 minutes 32 seconds East 50.53 feet to a point; running thence Southeasterly along the Southwest right of way line of Georgia Highway #3 and Fayetteville Road an arc distance of 186.85 feet to a concrete right of way monument (said arc being subtended by a chord of South 12 degrees 21 minutes 16 seconds East 186.31 feet); thence South 03 degrees 59 minutes 47 seconds East along the right of way line of Fayetteville Road 211.32 feet to a concrete right of way monument; thence South 3 degrees 28 minutes 56 seconds East along Fayetteville Road 640.30 feet to an iron pin found; run thence North 23 degrees 03 minutes 02 seconds West 543.38 feet to an iron pin found; running thence South 54 degrees 56 minutes 42 seconds West 322.89 feet to an iron pin found; running thence generally Northwesterly along the center of a creek and following the meanderings thereof (the centerline being the property line) which creek also may be determined by the following chords and distances:

|               |        |
|---------------|--------|
| N 06°28'04" E | 13.80' |
| N 50°56'56" W | 36.74' |
| N 38°36'14" W | 51.91' |
| N 53°48'58" W | 51.68' |
| N 16°00'02" W | 31.83' |
| N 09°36'53" W | 25.14' |
| N 38°16'01" W | 39.49' |
| N 70°30'20" W | 17.34' |
| N 21°57'36" W | 9.56'  |
| N 21°57'36" W | 16.07' |
| N 37°36'16" W | 55.08' |
| N 32°27'04" W | 21.20' |
| N 50°10'41" W | 40.61' |
| N 07°25'04" E | 28.57' |
| N 03°20'14" E | 20.63' |
| N 55°53'44" W | 12.43' |
| N 32°50'36" W | 76.22' |
| N 65°07'40" W | 85.37' |
| N 77°56'12" W | 30.05' |
| N 64°27'35" W | 40.16' |
| N 71°13'25" W | 80.33' |

thence leaving the center line of the creek run thence South 68 degrees 11 minutes 14 seconds West 123.64 feet to an iron pin set on the Northeasterly right of way line of Tara Blvd.; running thence along said Northeasterly right of way line of Tara Blvd. an arc distance of 235.97 feet (said arc being subtended by a chord North 12 degrees 42 minutes 26 seconds West 235.95 feet) to an iron pin which is the POINT OF BEGINNING.

BK09215P6557

Attachment: Parcel Verification (1447 : Sparrow Pointe Apartment Community)

## Sec. 86-204. - Table of uses allowed by zoning district.

Use is permitted "by right" in the district indicated = P  
 Use is permitted as a conditional use (section indicated) = C  
 Use is not permitted = N

| NAICS Code | USES   | R-2 | R-4 | R-C | R-A | RM | H-1 | H-2 | O&I | MX | C-1 | C-2 | M-1 | Code Section |
|------------|--|-----|-----|-----|-----|----|-----|-----|-----|----|-----|-----|-----|--------------|
|            | Residential Uses   |     |     |     |     |    |     |     |     |    |     |     |     |              |
|            | Single Family Detached Dwelling                                    | P   | P   | P   | N   | N  | N   | P   | N   | P  | N   | N   | N   |              |
|            | Two-Family Dwelling (Duplex)                                       | N   | N   | P   | P   | P  | N   | N   | N   | P  | N   | N   | N   |              |
|            | Single Family Attached (Townhouses and Condominiums)               | N   | N   | N   | P   | P  | C   | C   | N   | P  | N   | N   | N   | Sec. 86-202  |
|            | Multifamily  | N   | N   | N   | N   | P  | N   | N   | N   | P  | N   | N   | N   |              |
|            | Mixed Use Dwelling, including Lofts                                | N   | N   | N   | P   | P  | C   | C   | C   | P  | C   | N   | N   | Sec. 86-182  |
|            | Institutional Uses   |     |     |     |     |    |     |     |     |    |     |     |     |              |
| 8139       | Business, Professional, Labor, Political and Similar Organizations | N   | N   | N   | N   | N  | N   | P   | P   | P  | N   | N   | N   |              |
| 8132       | Charitable Organization Offices                                    | N   | N   | N   | N   | N  | P   | P   | P   | P  | N   | N   | N   |              |
| 62411      | Child and Youth Services   | N   | N   | N   | N   | N  | P   | P   | P   | N  | N   | P   | N   |              |
| 8131       | Churches and Other Places of Worship                               | N   | N   | N   | C   | C  | C   | C   | C   | C  | C   | C   | N   | Sec. 86-183  |
| 8134       | Civic and Social Organizations                                     | N   | N   | N   | N   | N  | C   | C   | N   | C  | C   | C   | N   | Sec. 86-184  |
| 8134       | Civic and Social Organizations, without Private Bar or Restaurant  | N   | N   | N   | C   | C  | C   | C   | C   | C  | C   | C   | N   | Sec. 86-185  |



**Sec. 86-204. - Table of Uses Allowed by Zoning Districts.**P = Use is permitted "by right" in the **Zoning** District indicatedC = Use is permitted **only as an approved** conditional use (**relevant code** section indicated)N = Use is not permitted **in any Zoning District**

| 2017<br>NAICS<br>Code | USES   | R-<br>2 | R-<br>4 | R-<br>C | R-<br>A | RM | H-<br>1 | H-<br>2 | O&I | MX | C-<br>1 | C-<br>2 | M-<br>1 | Code<br>Section                    |
|-----------------------|--|---------|---------|---------|---------|----|---------|---------|-----|----|---------|---------|---------|------------------------------------|
|                       | <b>RESIDENTIAL USES</b>  |         |         |         |         |    |         |         |     |    |         |         |         |                                    |
| n/a                   | Single Family Detached Dwelling,<br>Site-Built   | P       | P       | P       | N       | N  | P       | P       | N   | P  | N       | N       | N       | Sec. 86-<br>111;<br>Article<br>VII |
| n/a                   | Single Family Detached<br>Dwelling, Manufactured,<br>Mobile, or Modular with<br>Permanent Foundation | N       | N       | N       | N       | N  | N       | N       | N   | N  | N       | N       | N       | Sec. 86-<br>62;<br>Article<br>VII  |
| n/a                   | Two-Family Dwelling (Duplex)   | N       | N       | N       | P       | P  | N       | N       | N   | P  | N       | N       | N       | Sec. 86-<br>111;<br>Article<br>VII |
| n/a                   | Single Family Attached<br>(Townhouses and<br>Condominiums)   | N       | N       | N       | P       | P  | C       | C       | N   | P  | N       | N       | N       | Sec. 86-<br>202                    |
| n/a                   | Multifamily (Apartments)   | C       | C       | N       | N       | C  | N       | N       | N   | C  | C       | N       | N       | Sec. 86-<br>205                    |
| n/a                   | Mixed Use Dwelling, including<br>Lofts   | N       | N       | N       | P       | P  | C       | C       | C   | P  | C       | N       | N       | Sec. 86-<br>182                    |
| n/a                   | Recreational Vehicle, Trailer, or<br>Camping Trailer, used as Living<br>Quarters or Dwelling         | N       | N       | N       | N       | N  | N       | N       | N   | N  | N       | N       | N       | Sec. 86-<br>62                     |

**Sec. 86-204. - Table of Uses Allowed by Zoning Districts.**

P = Use is permitted "by right" in the Zoning District indicated

C = Use is permitted only as an approved conditional use (relevant code section indicated)

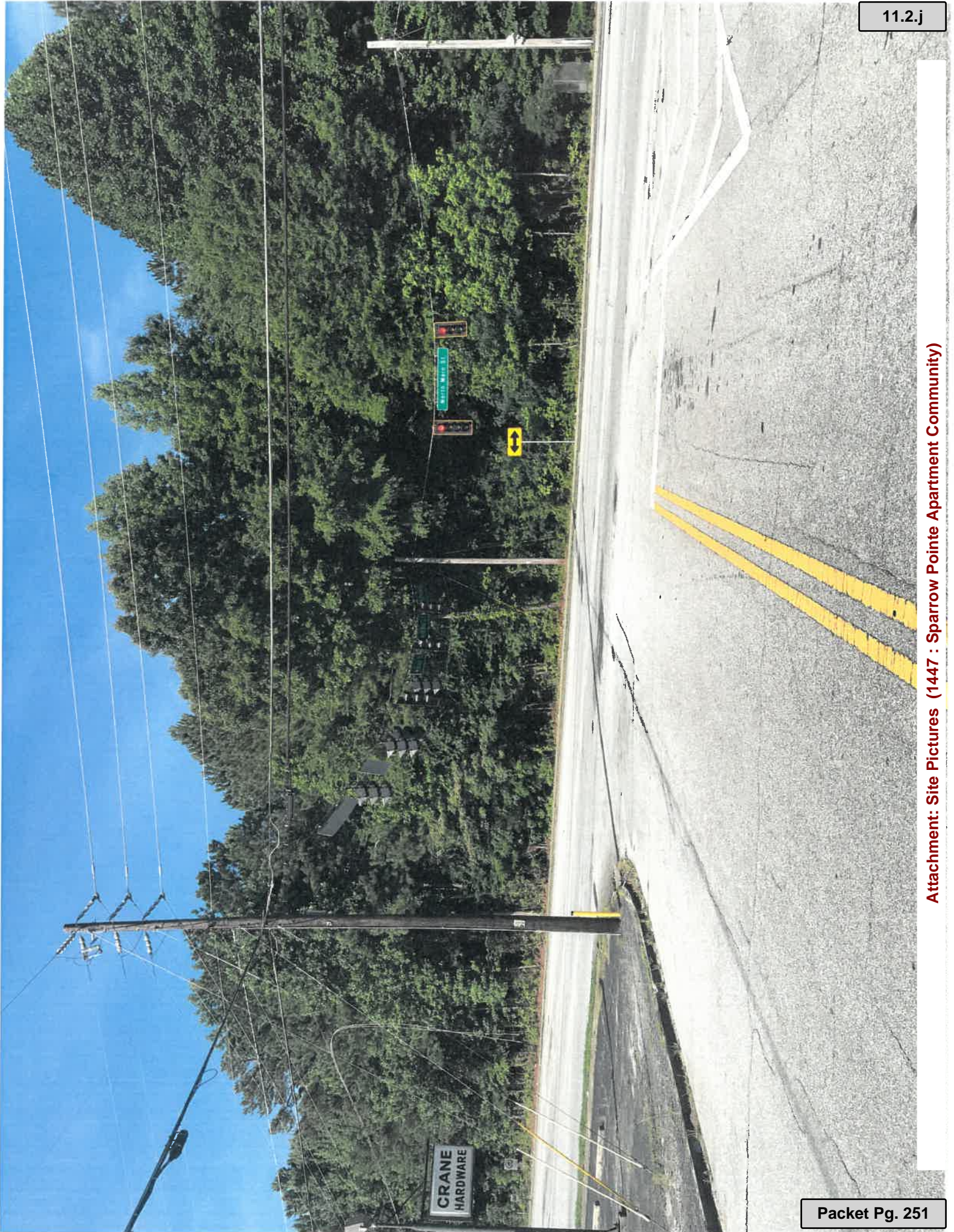
N = Use is not permitted in any Zoning District

| 2017<br>NAICS<br>Code | USES  | R-<br>2 | R-<br>4 | R-<br>C | R-<br>A | RM | H-<br>1 | H-<br>2 | O&I | MX | C-<br>1 | C-<br>2 | M-<br>1 | Code<br>Section          |
|-----------------------|---|---------|---------|---------|---------|----|---------|---------|-----|----|---------|---------|---------|--------------------------|
|                       | <b>RESIDENTIAL USES</b>   |         |         |         |         |    |         |         |     |    |         |         |         |                          |
| n/a                   | Single Family Detached Dwelling, Site-Built   | P       | P       | P       | N       | N  | P       | P       | N   | P  | N       | N       | N       | Sec. 86-111; Article VII |
| n/a                   | Single Family Detached Dwelling, Manufactured, Mobile, or Modular with Permanent Foundation | N       | N       | N       | N       | N  | N       | N       | N   | N  | N       | N       | N       | Sec. 86-62; Article VII  |
| n/a                   | Two-Family Dwelling (Duplex)  | N       | N       | N       | P       | P  | N       | N       | N   | P  | N       | N       | N       | Sec. 86-111; Article VII |
| n/a                   | Single Family Attached (Townhouses and Condominiums)  | N       | N       | N       | P       | P  | C       | C       | N   | P  | N       | N       | N       | Sec. 86-202              |
| n/a                   | Multifamily (Apartments)  | C       | C       | N       | N       | C  | N       | N       | N   | C  | C       | N       | N       | Sec. 86-205              |
| n/a                   | Mixed Use Dwelling, including Lofts   | N       | N       | N       | P       | P  | C       | C       | C   | P  | C       | N       | N       | Sec. 86-182              |
| n/a                   | Recreational Vehicle, Trailer, or Camping Trailer, used as Living Quarters or Dwelling      | N       | N       | N       | N       | N  | N       | N       | N   | N  | N       | N       | N       | Sec. 86-62               |

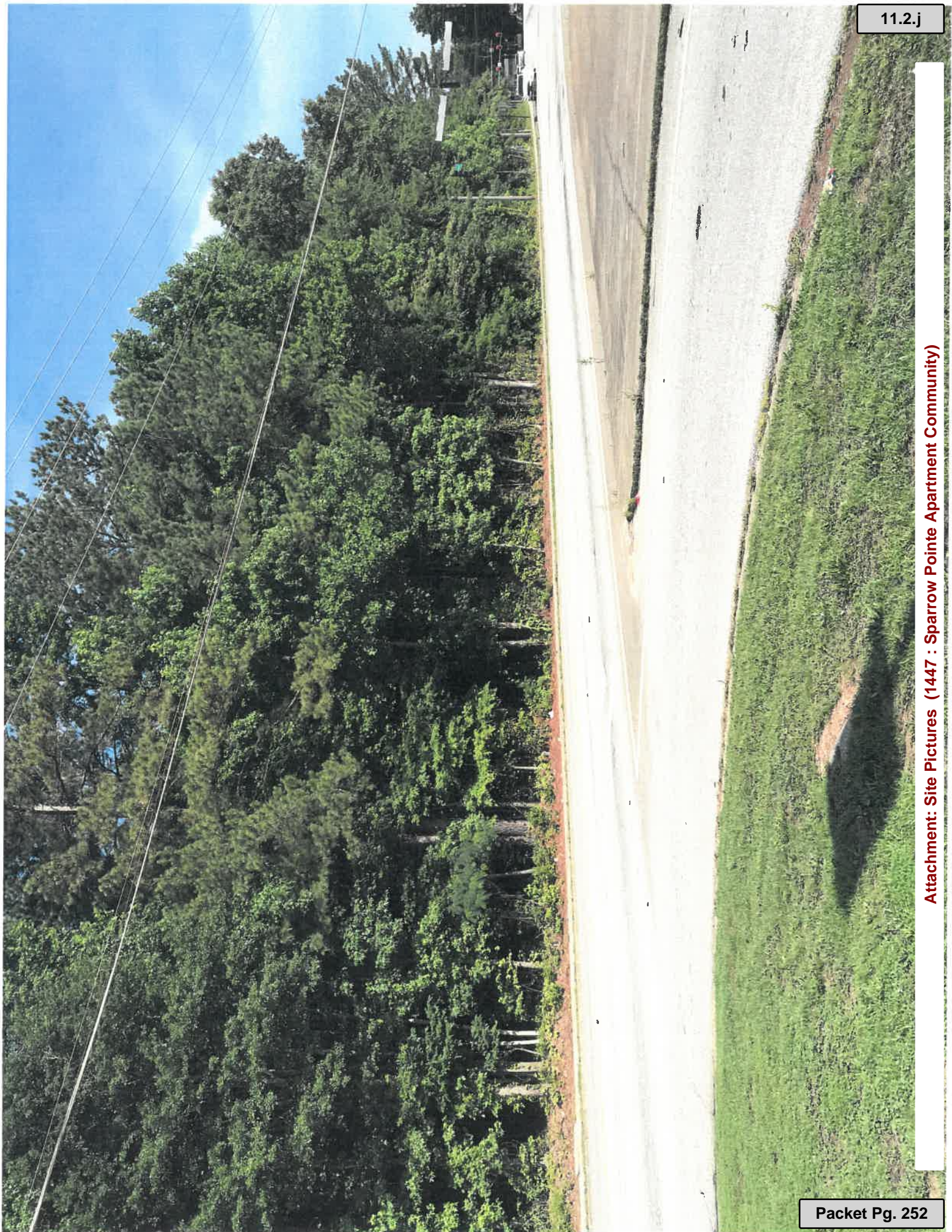












Attachment: Site Pictures (1447 : Sparrow Pointe Apartment Community)

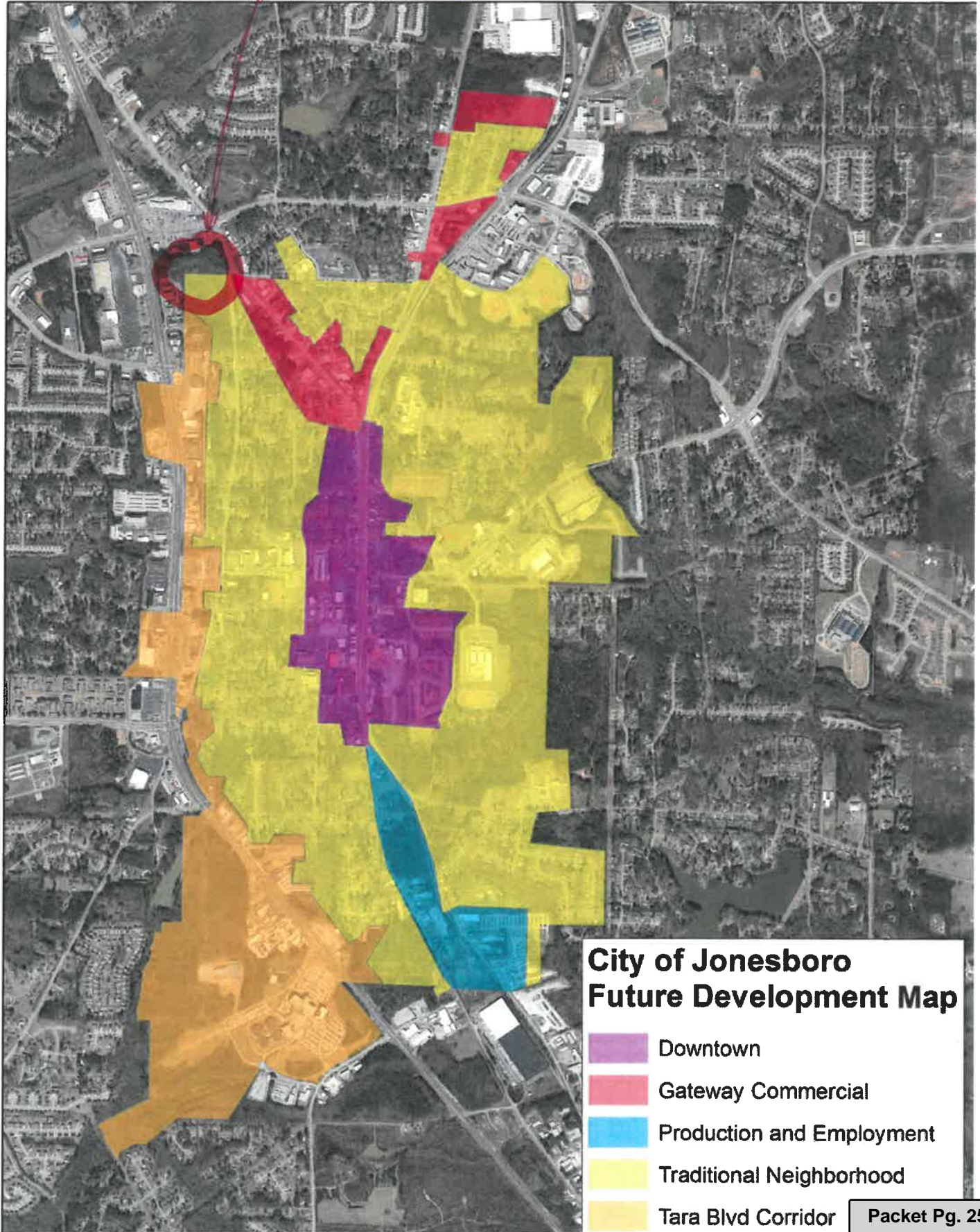






SUBJECT AREA

## Future Development Map





## Traditional Neighborhoods

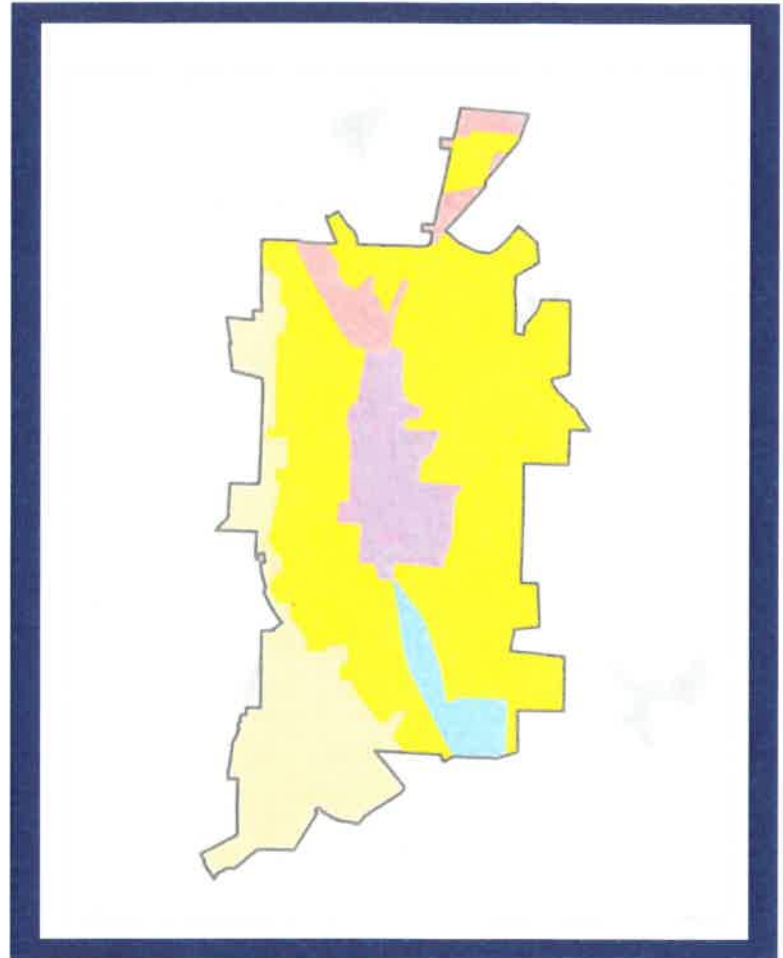
City of Jonesboro: Land Use and Future Development

Traditional Neighborhoods are a mixture of historic residences, some residential homes and subdivisions developed since 1960 and churches. This area is expected to maintain its character however private reinvestment may take place.

### Uses:

Single Family Residential  
Townhomes  
Institutional

→ No APARTMENTS



### Implementation Measures:

- Promote new developments that emulate the positive aspects of historic Jonesboro.
- Traditional neighborhood developments (TND) that employ traditional architecture and traditional design principles. \*
- There should be good vehicular and pedestrian/bike connections to retail/commercial services as well as internal street connectivity, connectivity to adjacent properties/subdivisions, and multiple site access points

Attachment: Future Land Use (1447 : Sparrow Pointe Apartment Community)



City of Jonesboro  
Georgia

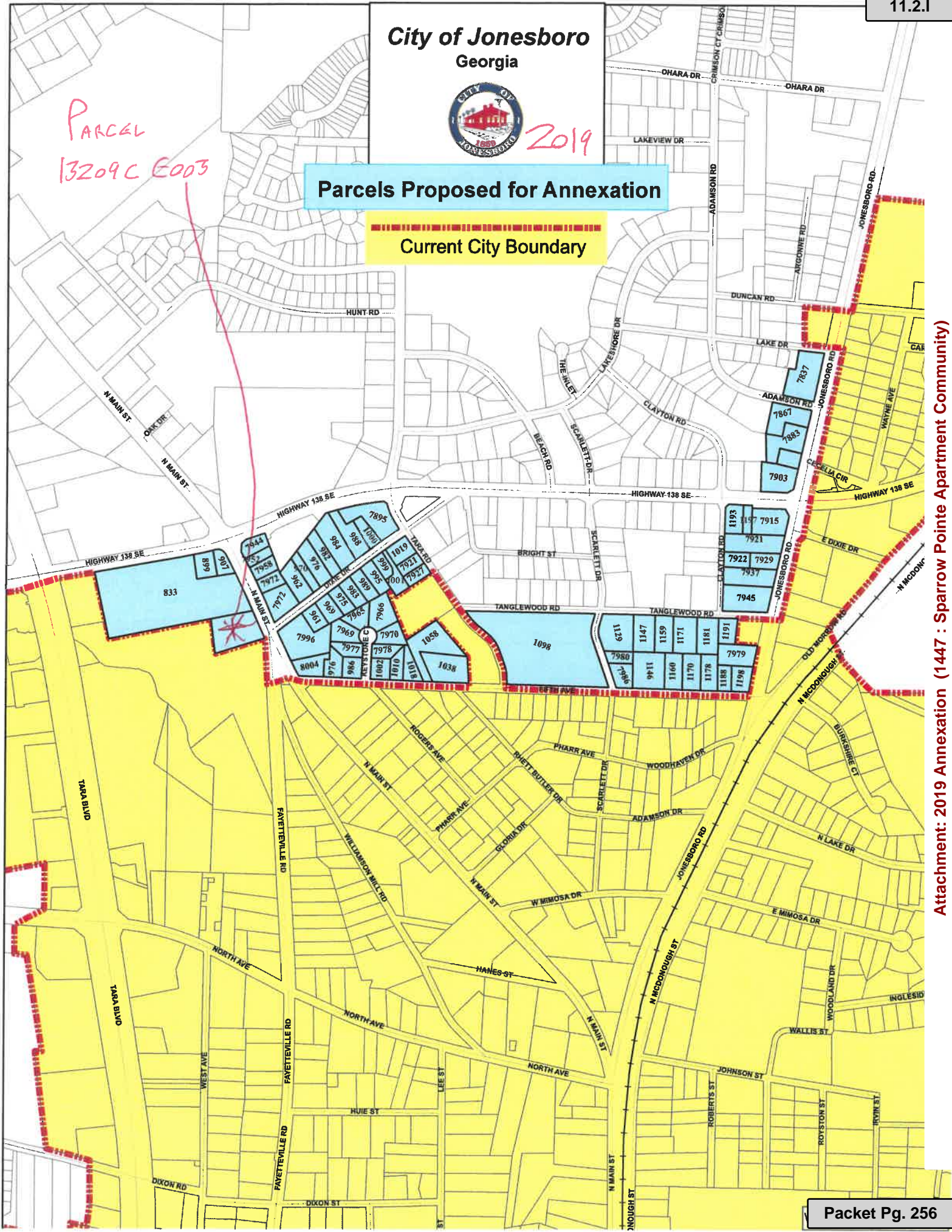


2019

Parcels Proposed for Annexation

Current City Boundary

PARCEL  
13209C E003



Attachment: 2019 Annexation (1447 : Sparrow Pointe Apartment Community)

## Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on July 8, 2019 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a Conditional Use Permit Application for Sparrow Pointe, a multifamily apartment community for seniors aged 55+, by Fayetteville Gingercake, LLC, for adjacent properties individually fronting Tara Boulevard, North Main Street, and Fayetteville Road (Parcel Nos. 13210D B002, 13210D B007, and 13209C E003), Jonesboro, Georgia 30236.

David Allen  
Community Development Director

Publish 6/19 and 6/26



**CITY OF JONESBORO, GEORGIA**

PUBLIC HEARING FOR:

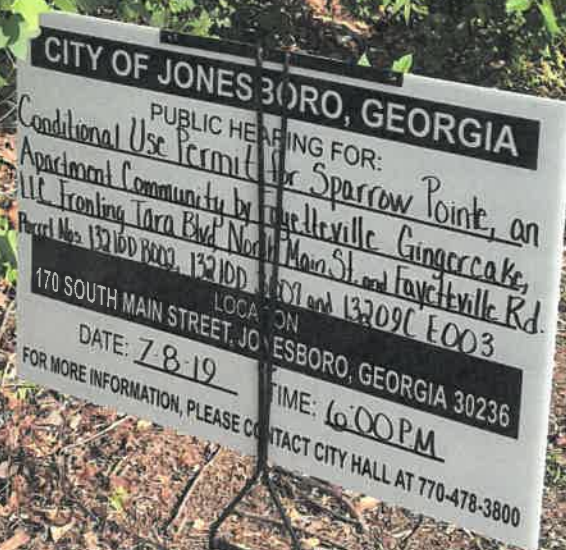
Conditional Use Permit for Sparrow Pointe, an  
Apartment Community by Fayetteville Gingercake,  
LLC Fronting Tara Blvd, North Main St and Fayetteville Rd.  
Parcel Nos. 132100 B002, 132100 B007 and 13209C E003

LOCATION

**170 SOUTH MAIN STREET, JONESBORO, GEORGIA 30236**DATE: 7-8-19 TIME: 6:00 PM

FOR MORE INFORMATION, PLEASE CONTACT CITY HALL AT 770-478-3800





**WARNING**  
 BELL SOUTH  
 BURIED  
 FIBER OPTIC  
 AND/OR  
 COPPER CABLE  
 BEFORE DIGGING  
 CALL 800-333-7411



*O.C.G.A. TITLE 36 Chapter 66*

GEORGIA CODE  
Copyright 2012 by The State of Georgia  
All rights reserved.

\*\*\* Current Through the 2011 Extraordinary Session \*\*\*

TITLE 36. LOCAL GOVERNMENT  
PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS  
CHAPTER 66. ZONING PROCEDURES

O.C.G.A. TITLE 36 Chapter 66 (2012)

**§ 36-66-1. Short title**

This chapter shall be known and may be cited as "The Zoning Procedures Law."

HISTORY: Code 1981, § 36-66-1, enacted by Ga. L. 1985, p. 1139, § 1.

**§ 36-66-2. Legislative purpose; local government zoning powers**

(a) While recognizing and confirming the authority of local governments to exercise zoning power within their respective territorial boundaries, it is the intention of this chapter to establish as state policy minimum procedures governing the exercise of that power. The purpose of these minimum procedures is to assure that due process is afforded to the general public when local governments regulate the uses of property through the exercise of the zoning power. Nothing in this chapter shall be construed to invalidate any zoning decision made by a local government prior to January 1, 1986, or to require a local government to exercise its zoning power.

(b) Consistent with the minimum procedures required by this chapter, local governments may:

(1) Provide by ordinance or resolution for such administrative officers, bodies, or agencies as may be expedient for the efficient exercise of their zoning powers; and

(2) Provide by ordinance or resolution for procedures and requirements in addition to or supplemental to those required by this chapter.

HISTORY: Code 1981, § 36-66-2, enacted by Ga. L. 1985, p. 1139, § 1.



### §36-66-3. Definitions

As used in this chapter, the term:

(1) "Local government" means any county or municipality which exercises zoning power within its territorial boundaries.

(2) "Territorial boundaries" means, in the case of counties, the unincorporated areas thereof and any area defined in paragraph (5.1) of Code Section 36-70-2, and, in the case of municipalities, the area lying within the corporate limits thereof except any area defined in paragraph (5.1) of Code Section 36-70-2.

(3) "Zoning" means the power of local governments to provide within their respective territorial boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within such zones or districts in accordance with the uses of property for which such zones or districts were established.

(4) "Zoning decision" means final legislative action by a local government which results in:

- (A) The adoption of a zoning ordinance;
- (B) The adoption of an amendment to a zoning ordinance which changes the text of the zoning ordinance;
- (C) The adoption of an amendment to a zoning ordinance which rezones property from one zoning classification to another;
- (D) The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality; or
- (E) The grant of a permit relating to a special use of property.

(5) "Zoning ordinance" means an ordinance or resolution of a local government establishing procedures and zones or districts within its respective territorial boundaries which regulate the uses and development standards of property within such zones or districts. The term also includes the zoning map adopted in conjunction with a zoning ordinance which shows the zones and districts and zoning classifications of property therein.

HISTORY: Code 1981, § 36-66-3, enacted by Ga. L. 1985, p. 1139, § 1; Ga. L. 1993, p. 806, § 1; Ga. L. 1996, p. 1009, § 1; Ga. L. 1997, p. 1567, § 2; Ga. L. 1998, p. 1391, § 1.

**§ 36-66-4. Hearings on proposed zoning decisions; notice of hearing; nongovernmental initiated actions; reconsideration of defeated actions; procedure on zoning for property annexed into municipality**

(a) A local government taking action resulting in a zoning decision shall provide for a hearing on the proposed action. At least 15 but not more than 45 days prior to the date of the hearing, the local government shall cause to be published within a newspaper of general circulation within the territorial boundaries of the local government a notice of the hearing. The notice shall state the time, place, and purpose of the hearing.

(b) If a zoning decision of a local government is for the rezoning of property and the rezoning is initiated by a party other than the local government then:

(1) The notice, in addition to the requirements of subsection (a) of this Code section, shall include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property; and

(2) A sign containing information required by local ordinance or resolution shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the hearing.

(c) If the zoning decision of a local government is for the rezoning of property and the amendment to the zoning ordinance to accomplish the rezoning is defeated by the local government, then the same property may not again be considered for rezoning until the expiration of at least six months immediately following the defeat of the rezoning by the local government.

(d) If the zoning is for property to be annexed into a municipality, then:

(1) Such municipal local government shall complete the procedures required by this chapter for such zoning, except for the final vote of the municipal governing authority, prior to adoption of the annexation ordinance or resolution or the effective date of any local Act but no sooner than the date the notice of the proposed annexation is provided to the governing authority of the county as required under Code Section 36-36-6;

(2) The hearing required by subsection (a) of this Code section shall be conducted prior to the annexation of the subject property into the municipality;

(3) In addition to the other notice requirements of this Code section, the municipality shall cause to be published within a newspaper of general circulation within the territorial boundaries of the county wherein the property to be annexed is located a notice of the hearing as required under the provisions of subsection (a) or (b), as applicable, of this Code section and shall place a sign on the property when required by subsection (b) of this Code section; and

(4) The zoning classification approved by the municipality following the hearing required by this Code section shall become effective on the later of:

(A) The date the zoning is approved by the municipality;

(B) The date that the annexation becomes effective pursuant to Code Section 36-36-2; or

(C) Where a county has interposed an objection pursuant to Code Section 36-36-11, the date provided for in paragraph (8) of subsection (b) of said Code section.

(e) A qualified municipality into which property has been annexed may provide, by the adoption of a zoning ordinance, that all annexed property shall be zoned by the municipality, without further action, for the same use for which that property was zoned immediately prior to such annexation. A qualified county which includes property which has been deannexed by a municipality may provide, by the adoption of a zoning ordinance, that all deannexed property shall be zoned by the county, without further action, for the same use for which that property was zoned immediately prior to such deannexation. A municipality shall be a qualified municipality only if the municipality and the county in which is located the property annexed into such municipality have a common zoning ordinance with respect to zoning classifications. A county shall be a qualified county only if that county and the municipality in which was located the property deannexed have a common zoning ordinance with respect to zoning classifications. A zoning ordinance authorized by this subsection shall be adopted in compliance with the other provisions of this chapter. The operation of such ordinance to zone property which is annexed or deannexed shall not require any further action by the adopting municipality, adopting county, or owner of the property annexed or deannexed. Property which is zoned pursuant to this subsection may have such zoning classification changed upon compliance with the other provisions of this chapter.

(f) When a proposed zoning decision relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for treatment of drug dependency, a public hearing shall be held on the proposed action. Such public hearing shall be held at least six months and not more than nine months prior to the date of final action on the zoning decision. The hearing required by this subsection shall be in addition to any hearing required under subsection (a) of this Code section. The local government shall give notice of such hearing by:

(1) Posting notice on the affected premises in the manner prescribed by subsection (b) of this Code section; and

(2) Publishing in a newspaper of general circulation within the territorial boundaries of the local government a notice of the hearing at least 15 days and not more than 45 days prior to the date of the hearing.



Both the posted notice and the published notice shall include a prominent statement that the proposed zoning decision relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for treatment of drug dependency. The published notice shall be at least six column inches in size and shall not be located in the classified advertising section of the newspaper.

HISTORY: Code 1981, § 36-66-4, enacted by Ga. L. 1985, p. 1139, § 1; Ga. L. 1996, p. 1009, § 2; Ga. L. 1998, p. 856, § 3; Ga. L. 1998, p. 1392, § 1; Ga. L. 2004, p. 69, § 19.

**§ 36-66-6. Investigations and recommendations of planning department regarding land near military installation**

(a) In any local government which has established a planning department or other similar agency charged with the duty of reviewing zoning proposals, such planning department or other agency shall with respect to each proposed zoning decision involving land that is adjacent to or within 3,000 feet of any military base or military installation or within the 3,000 foot Clear Zone and Accident Prevention Zones Numbers I and II as prescribed in the definition of an Air Installation Compatible Use Zone of a military airport investigate and make a recommendation with respect to each of the matters enumerated in subsection (b) of this Code section, in addition to any other duties with which the planning department or agency is charged by the local government. The planning department or other agency shall request from the commander of such military base, military installation, or military airport a written recommendation and supporting facts relating to the use of the land being considered in the proposed zoning decision at least 30 days prior to the hearing required by subsection (a) of Code Section 36-66-4. If the base commander does not submit a response to such request by the date of the public hearing, there shall be a presumption that the proposed zoning decision will not have any adverse effect relative to the matters specified in subsection (b) of this Code section. Any such information provided shall become a part of the public record.

(b) The matters with which the planning department or agency shall be required to make such investigation and recommendation shall be:

(1) Whether the zoning proposal will permit a use that is suitable in view of the use of adjacent or nearby property within 3,000 feet of a military base, military installation, or military airport;

(2) Whether the zoning proposal will adversely affect the existing use or usability of nearby property within 3,000 feet of a military base, military installation, or military airport;

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

(4) Whether the zoning proposal will result in a use which will or could cause a safety concern with respect to excessive or burdensome use of existing streets, transportation facilities, utilities,

or schools due to the use of nearby property as a military base, military installation, or military airport;

(5) If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

(6) Whether there are other existing or changing conditions affecting the use of the nearby property as a military base, military installation, or military airport which give supporting grounds for either approval or disapproval of the zoning proposal.

HISTORY: Code 1981, § 36-66-6, enacted by Ga. L. 2003, p. 581, § 1.



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

Agenda Item #

11.3

**OLD BUSINESS – 3**

COUNCIL MEETING DATE

July 8, 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 an Arts Gallery License for Arts Clayton to dispense alcoholic beverages only to patrons of the productions or performances at 136 South Main Street (art gallery), Jonesboro, Georgia 30236.

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

Sec. 6-113. Art Gallery Alcohol License

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

**Yes** Economic Development, Recreation, Entertainment and Leisure Opportunities

**Summary & Background**

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

**Staff Recommendation – Approval:** Earlier this year, the Mayor and Council approved some additions to Chapter 6 of the City Code, making allowances and standards for the serving of alcoholic beverages at certain arts establishments (particularly in the newly established Arts & Entertainment District). Arts Clayton, which has been at 136 South Main Street for many years, is applying for an Arts Gallery alcohol license to serve complimentary alcoholic beverages at events that they host. Arts Clayton is zoned H-1, and is located in the

Sec. 6-113. Art Gallery Alcohol License – Applicability.

A person or entity operating an art gallery in the Arts & Entertainment District Overlay, as defined in Section 86-114 of the Zoning Ordinance, may offer complimentary alcoholic beverages to patrons for consumption within the premises by obtaining an art gallery alcohol permit, which shall be renewed annually. As used herein, "art gallery" means an establishment whose primary purpose is to exhibit:

- (1) A work of visual art such as a painting, sculpture, drawing, mosaic, or photograph;
- (2) A work of calligraphy;
- (3) A work of graphic art such as an etching, a lithograph, an offset print, a silk screen, or any other work of similar nature;
- (4) A craft work in materials, including but not limited to clay, textile, fiber, wood, metal, plastic, or glass; or
- (5) A work in mixed media such as collage or any combination of the art media set forth in this subsection.

Sec. 6-114. Art Gallery License – Regulations Generally.

- (a) An art gallery alcohol permittee shall not, directly or indirectly:
  - (1) Sell alcoholic beverages;
  - (2) Charge an entrance fee or cover charge in connection with the offering of complimentary alcoholic beverages;
  - (3) Serve alcoholic beverages for more than four hours in any one day;
  - (4) Serve alcoholic beverages more than 15 days in any calendar year;
  - (5) Allow any alcoholic beverages to be consumed outside the facility;
  - (6) Engage in any exterior or interior advertising concerning the consumption of alcoholic beverages on the permitted premises.
- (b) An art gallery alcohol permittee shall provide the City at least 15 days written notice prior to any art gallery exhibit or display at which alcoholic beverages will be complementarily offered.

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

July, 8, 2019

**07/01/19  
REQUIRED**

**City Council PUBLIC HEARING**

**Signature**

City Clerk's Office



(c) An art gallery alcohol permittee's building shall meet all requirements of the building inspector, the fire marshal, the traffic engineer, and the planning and zoning coordinator and shall comply with other ordinances of the City for zoning, storage, parking, buffers and other issues.

**Other Requirements**

1. Ricky Clark, the City Manager, has reviewed the application packet. All requirements, per Chapter 6 – Alcoholic Beverages, were met.
2. The annul license fee will be \$300.
3. The Jonesboro Police Department has conducted a computerized criminal history records check for the applicant and recommends approval based upon the background information received.
4. As required by Section 6-39, the applicant has submitted the required land survey. Per Section 6-39, for those establishments serving alcoholic beverages on the premises, a distance of no less than 100 yards (300 feet) from any school, church, or education building is required. **The closest qualifying building, Jonesboro United Methodist Church at 142 South Main Street, is a little over 300 feet away from Arts Clayton, from a line from front door to front door.**

**Fiscal Impact**

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

Business Owner

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

- Legal Notice 136 South Main Street - July 2019
- Application
- Affidavit
- Sign
- Survey

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

**Approval**

### **Legal Notice**

An application has been submitted to the City of Jonesboro Mayor and City Council for an Arts Gallery License to dispense alcoholic beverages only to patrons of the productions or performances at 136 South Main Street (art gallery), Jonesboro, Georgia 30236. The legal business name is Arts Clayton Gallery. Linda Crissey has requested to be the License Representative. The application will be considered by the Jonesboro City Council at 6:00 p.m. on July 8, 2019. The required Public Hearing will also be held at that time. Mayor & Council will first discuss the item at their Work Session to be held on July 1, 2019. The meetings will be held at the Jonesboro Police Department located at 170 South Main Street.

Ricky L. Clark, Jr.  
City Manager

Publish 06/19/2019



## CITY OF JONESBORO

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

## ALCOHOL BEVERAGE POURING APPLICATION

ATTACH ADDITIONAL PAGES IF NECESSARY. ALL ATTACHMENTS MUST BE NUMBERED. INDICATE THE PAGE NUMBER OF ATTACHMENT IN THE SPACES PROVIDED FOR EACH RELEVANT ANSWER. USE A SEPARATE PAGE FOR EACH NECESSARY QUESTION/ANSWER ATTACHMENT.

<sup>\$ 300.00</sup>  
**LICENSE FEE:** ~~\$4500~~ POURING OF BEER, WINE ~~AND DISTILLED SPIRITS~~ (NON REFUNDABLE)

ANY MISSTATEMENT OR CONCEALMENT OF FACT IN THIS APPLICATION SHALL BE GROUNDS FOR REVOCATION OF THE LICENSE ISSUED AND SHALL MAKE THE APPLICANT LIABLE TO PROSECUTION FOR PERJURY.

Legal Business Name: ARTS CLAYTON

Physical Business Address: 136 S. MAIN ST

Mailing Address: 136 S. MAIN ST.

City: JONESBORO State: GA Zip: 30236

Please check all that apply to the type of business you intend to operate:

- ☐ Hotel/Motel/Bed & Breakfast
- ☐ Private Club
- ☐ Restaurant
- ☐ Retail Consumption Dealer

☒ ART. GALLERY

Licensee/License Representative Name: LINDA CRISSEY

Relationship of Applicant to Business: EXEC. DIRECTOR

Other names used by applicant, including maiden name, names by former marriages, former names changed legally or otherwise, aliases, nicknames, etc.: LINDA

BYRON CRISSEY

Phone: (Day) 770-473-5831 (Evening) 770-855-1015

Attachment: Application (1448 : Arts Clayton Gallery License)



Home Address: 8180 Clubhouse Way

City: Jonesboro State: GA Zip: 30236

Is the above address your legal and bona fide domicile? yes If yes, for how long? 16 yrs

Are you a United States citizen? yes

If yes, are you a citizen by birth or a naturalized citizen? Birth

If no, please state your native country, date and port of entry. If applicable, also state the date, place, and court of your naturalization: N/A

Owner of the building and/or land in which the proposed business is to be located (you may skip this section if you are an owner/applicant): \_\_\_\_\_

Name: Clayton County Tourism Authority

Mailing Address: 127 N. Main St

City: Jonesboro State: GA Zip: 30236

Phone: (Day) 678-610-4072 (Evening) N/A

Has the applicant entered into an agreement or contracted with either the owner or owners, lessors and sublessors, for either the building or the land or both, which provide payment of rent on a percentage or profit share basis? ND

If so, explain the nature of the agreement, including the name(s) and contact information of all parties: \_\_\_\_\_

What is the distance from the proposed premises to the nearest school \_\_\_\_\_, church \_\_\_\_\_, public library \_\_\_\_\_, publicly operated alcohol treatment center \_\_\_\_\_, other retail dealer \_\_\_\_\_?

*Note: A certified survey will be required at the applicant's expense.*

Are there other uses or businesses within the same property? No If so, please describe, and provide contact information for the shared users of the property:

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Do you, alone or with others, hold (or have held) any other license for the sale of alcoholic beverages? No If so, please state the type of license, name in which the license was issued, the dates held, and the full address of the licensed premises for each license:

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Do you currently own any property on which an alcoholic beverage licensed establishment is located? No If so, please provide the property address and business name for each property:

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Have you ever had any financial interest in a liquor business which was denied a liquor license or had its license revoked or suspended for any reason? No If so, please give details:

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Has any place of business, engaged in the sale of alcoholic beverages, with which you have been associated, ever been cited or charged, at any time, with any violation of Georgia, Federal, or Municipal law or any rule, regulation, or ordinance concerning the sale of such products? No If so, please provide full details, including the date(s), alleged charge(s), citation issuing authority, and any legal action or result:

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Has any business, with which you were affiliated as owner, manager, employee, stockholder, officer, director, partner, or any other capacity, or have any of your associates, partners, or employees ever been charged with violating any law or ordinance related to narcotics, prostitution, or gambling? No If so, please explain in detail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicants cannot have been convicted of, nor entered a plea of nolo contendere to, any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal drugs within five (5) years prior to the date of this application. Applicants must read and understand the City of Jonesboro ordinance regarding the rules and regulations of the sale of alcoholic beverages. The licensee and/or the license representative must be a resident of the State of Georgia and an acting manager of the business. If the Licensee and/or License Representative have not been a resident of the State of Georgia for at least five years, then they must have a background investigation conducted by a law enforcement agency in their previous state(s) of residence. The background investigation report must include all arrests and convictions for misdemeanors, felonies and local ordinances. This report must be sent directly from the investigating agency to the City of Jonesboro, Chief of Police, 170 South Main Street, Jonesboro, Georgia 30236.

The Licensee and/or License Representative must also be fingerprinted or have on file at the Jonesboro Police Department.

Date last fingerprint taken: \_\_\_\_\_ File Verified by: \_\_\_\_\_

Is any person who owns an interest in this license an employee, or elected official, of the City of Jonesboro? If so, please explain whom and how the person(s) is affiliated with the City and this potential licensee:

No

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Before signing this application, please check to make sure all answers and explanations are stated fully and correctly. The following statement is to be executed under oath and is subject to the penalties of false swearing. Be sure that it includes all attached sheets submitted herewith.

STATE OF GEORGIA, CLAYTON COUNTY, CITY OF JONESBORO

I, Linda Crissey, do solemnly swear or affirm, subject to the penalties of false swearing, that the statements and answers made by me, as the applicant, in the foregoing application are true and correct. I am familiar with, have read, understand, and agree to abide by all applicable City Ordinances, local, state, and federal laws pertaining to the establishment and operation of a business inside the City of Jonesboro's City limits involved in the sale of alcohol and the proper conduct of its management. I understand that a violation of any applicable law, no matter how minor, may result in the permanent revocation of my liquor license.

Full legal name: Linda Byron Crissey

Date of Birth: 9 / 15 / 42 Social Security Number: 259-64-265-8

Drivers License Number: D58995126 Issuing State: GA

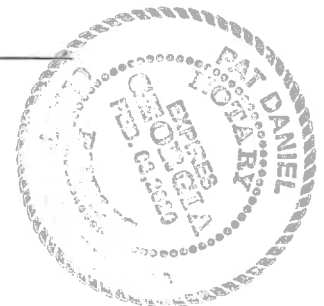
Applicant Signature: Linda B. Crissey Date:     /     / 20   

I hereby certify that Linda Byron Crissey signed his or her name to the foregoing application stating to me that he or she knew and understood all statements and answers made therein, and other oath actually administered by me, has sworn or affirmed, that said statements and answers are true and correct.

This 14 Day of June, 2019

[place notary seal here]

Notary Public Signature: Pat Daniel





CITY OF JONESBORO  
124 North Avenue, Jonesboro, GA 30236  
CITY HALL: (770) 478-3800  
FAX: (770) 478-3775

### Affidavit Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit, as referenced in O.C.G.A. Section 50-36-1, from the City of Jonesboro, the undersigned applicant verifies one of the following with respect to my application for a public benefit.

- 1) ☒ I am a United States citizen
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

ga DJL

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Jonesboro, Georgia.

Signature of Applicant:

Date

Linda B. Crissey 6-14-19

Printed Name of Applicant:

LINDA B. CRISSEY

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

14 DAY OF June, 2019

Notary Public

My Commission Expires:

Pat Daniel  
2-3-20

\*

Alien Registration number for non-citizens

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: \_\_\_\_\_

Attachment: Application (1448 : Arts Clayton Gallery License)

## FOR OFFICE USE ONLY:

Date Received: 6/14/2019

Type of License: \_\_\_\_\_

Fee Amount Enclosed: \$ \_\_\_\_\_

State License No.: \_\_\_\_\_

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

State License No.: \_\_\_\_\_

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

Reason (if any): \_\_\_\_\_

Misc. Notes: \_\_\_\_\_

City Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Attachment: Application (1448 : Arts Clayton Gallery License)



# Clayton News

State of Georgia  
County of Clayton

## AFFIDAVIT

Attach Copy of Advertisement

### LEGAL NOTICE

An application has been submitted to the City of Jonesboro Mayor and City Council for an Arts Gallery License to dispense alcoholic beverages only to patrons of the productions or performances at 136 South Main Street (art gallery), Jonesboro, Georgia 30236. The legal business name is Arts Clayton Gallery. Linda Crissey has requested to be the License Representative. The application will be considered by the Jonesboro City Council at 6:00 p.m. on July 8, 2019. The required Public Hearing will also be held at that time. Mayor & Council will first discuss the item at their Work Session to be held on July 1, 2019. The meetings will be held at the Jonesboro Police Department located at 170 South Main Street.

**Ricky L. Clark, Jr.**  
**City Manager**

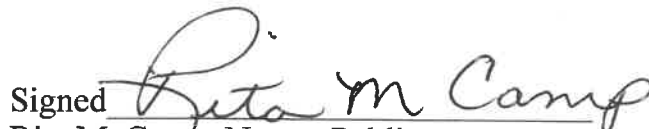
Personally appeared before the undersigned, **Jacqueline Torres**, who after being first duly sworn states that she is the **Legal Advertising Clerk for the Clayton News**, official legal organ of **Clayton County, Georgia**, and that upon her own personal knowledge knows that the advertisement, a true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

Run Dates: June 19, 2019

Newspaper Ad# 603287

  
Jacqueline Torres, Affiant

Sworn to and subscribed before me this the 19th day of June, 2019.

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



Attachment: Affidavit (1448 : Arts Clayton Gallery License)





Attachment: Sign (1448 : Arts Clayton Gallery License)





1

169 YARDS

COMMUNITY CENTER  
CITY OF JONESBORO FIRE STATION  
CITY HALL  
JONESBORO, GA 30236

2

44.2 YARDS DOOR TO PROPERTY  
102 YARDS DOOR TO DOOR

NEAREST CHURCH  
JONESBORO UNITED  
METHODIST CHURCH  
TRUSTEES  
110 S. MAIN ST  
JONESBORO GA

3

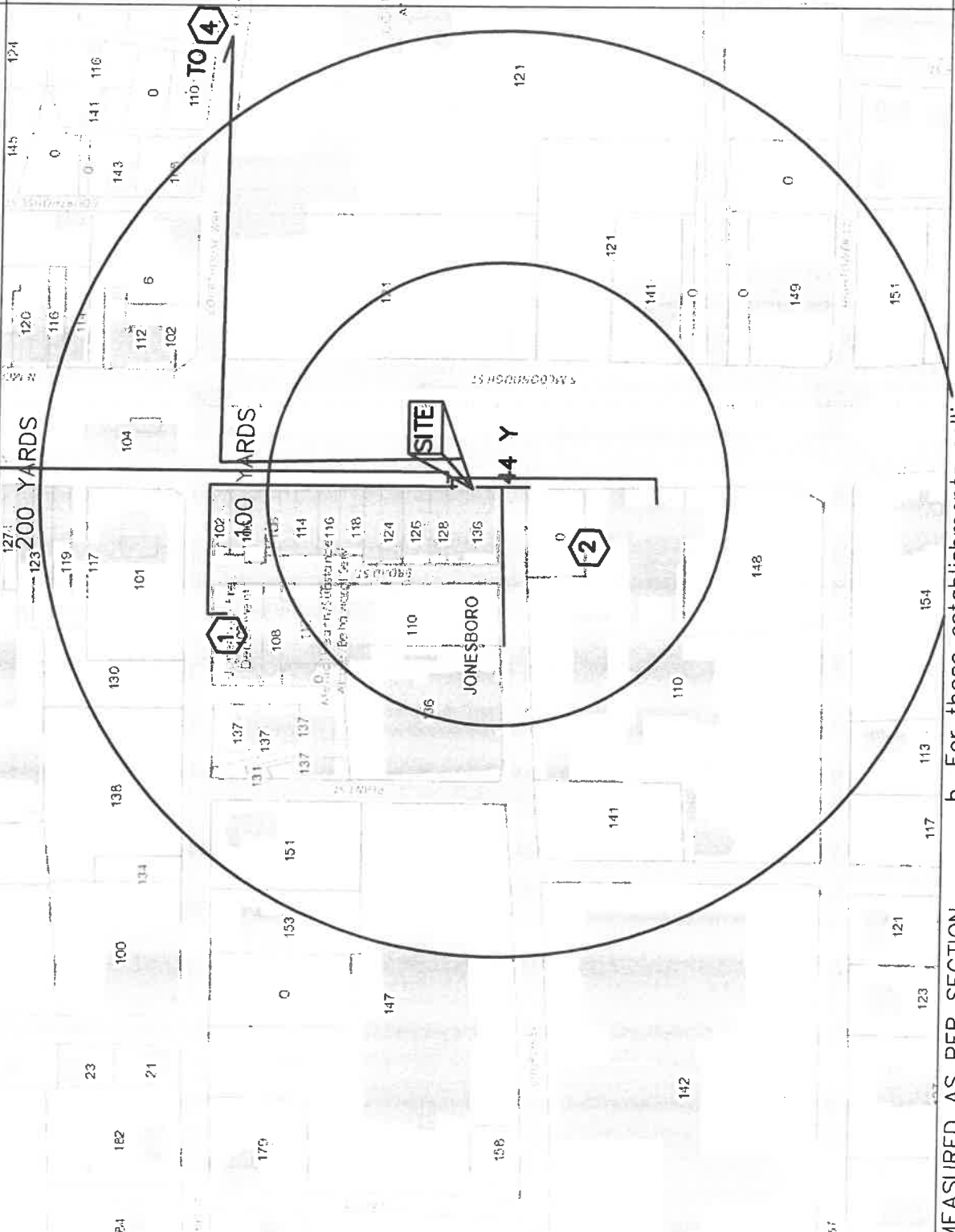
3.8 MILES  
ALCHOL TREATMENT  
Clayton Center Community  
Service Board,  
853 Battle Creek Rd,  
Jonesboro, GA 30236

4

651 YARDS

SCHOOL  
JONESBORO MIDDLE  
SCHOOL  
1308 ARNOLD ST  
JONESBORO GA

3



MEASURED AS PER SECTION  
9 OF THE CITY OF JONESBORO  
E OF ORDINANCES.

b. For those establishments selling malt beverages and/or wine but not distilled spirits; a distance of no less than 100 yards from any school or education building, school ground, or college campus as defined in O.C.G.A. § 3-3-21.

