



**CITY OF JONESBORO
Regular Meeting
VIA ZOOM
March 8, 2021 – 6:00 PM**

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

Join Zoom Meeting
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Meeting ID: 214 823 7355
One tap mobile
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Agenda

- I. **CALL TO ORDER - MAYOR JOY B. DAY**
- II. **ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. **INVOCATION**
- IV. **PLEDGE OF ALLEGIANCE**
- V. **ADOPTION OF AGENDA**
- VI. **PRESENTATIONS**
- VII. **PUBLIC HEARING**

- 1. Public Hearing regarding a Variance Application, 21-VAR-001, concerning building setback encroachments for a proposed townhome building, by McKinley Homes, for property located at 8364, 8362, 8360, and 8358 Douglass Trail (portion of Parcel No. 12017D B007), Jonesboro, Georgia 30236.
- 2. Public Hearing regarding a Conditional Use Permit Application, 21-CU-002, for an event center by Willie Middleton II, McKenzie Brothers Realty Group, property owner, for property located at 120 North McDonough Street (Parcel No. 13241B F003A), Jonesboro, Georgia 30236.

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

IX. MINUTES

1. Consideration of the Minutes of the March 1, 2021 Work Session.

X. CONSENT AGENDA

1. Council to consider approval of the City of Jonesboro Police Department's Standard Operating Procedure Chapter 3, Organization/Meetings.
2. Council to consider approval of the City of Jonesboro Police Department's Standard Operating Procedure Chapter 11, Use of Force
3. Council to consider approval of the addition of concrete walkways across Broad Street.

XI. OLD BUSINESS

1. Council to consider a Conditional Use Permit Application, 21-CU-002, for an event center by Willie Middleton II, McKenzie Brothers Realty Group, property owner, for property located at 120 North McDonough Street (Parcel No. 13241B F003A), Jonesboro, Georgia 30236.
2. Council to consider a Variance Application, 21-VAR-001, concerning building setback encroachments for a proposed townhome building, by McKinley Homes, for property located at 8364, 8362, 8360, and 8358 Douglass Trail (portion of Parcel No. 12017D B007), Jonesboro, Georgia 30236.
3. Council to consider a revised text amendment, 21-TA-005, Ord. 2021-005, to the City of Jonesboro Code of Ordinances, with the addition of Section 86-118 "Gateway South District Overlay" to Chapter 86 - Zoning, Article V – District Standards and Permitted Uses, of the City of Jonesboro Code of Ordinances.
4. Council to consider approval regarding the installation of Public Art within the Broad Street Plaza.
5. Council to consider establishment of Council Zones relative to the N.E.A.T. initiative in the City of Jonesboro. (Neighbors Engaging Assisting and Teaming Up to Keep our Streets Clean)

XII. NEW BUSINESS

1. Council to consider fee waiver for usage of Lee Street Park by the Jonesboro High School Band Booster Inc., on behalf of the Majestic Marching Cardinal Band for their annual awards ceremony to be held on April 17, 2021.
2. Council to consider approval of a Guaranteed Fixed Price Construction Contract by and between the City of Jonesboro and Hogan Construction Group LLC for the Phase 1 construction of the Jonesboro City Center.
3. Council to consider approval of an agreement by and between the City of Jonesboro and the Atlanta Regional Commission for purposes of updating the Local Comprehensive Plan.
4. Council to consider approval of **Resolution No. 2021-002**, "Authorizing the Contract with PropertyRoom.com to Dispose of Surplus and Evidence Room Property and Equipment."

5. Council to consider approval of a revision to the Jonesboro Police Department's Standard Operating Procedures Chapter 12, Vehicle Pursuits.

XIII. REPORT OF MAYOR

XIV. REPORT OF CITY MANAGER

XV. REPORT OF CITY COUNCILMEMBERS

XVI. OTHER BUSINESS

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

XVII. ADJOURNMENT

**CITY OF JONESBORO
WORK SESSION
170 SOUTH MAIN STREET
March 1, 2021 – 6:00 PM**

MINUTES

The City of Jonesboro Mayor & Council held their Work Session on Monday, March 1, 2021. 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

Attendee Name	Title	Status	Arrived
Pat Sebo-Hand	Mayor Pro-Tem	Present	
Bobby Lester	Councilmember	Present	
Tracey Messick	Councilmember	Present	
Billy Powell	Councilmember	Present	
Donya Sartor	Councilmember	Present	
Ed Wise	Councilmember	Present	
Joy B. Day	Mayor	Present	
Ricky L. Clark	City Manager	Present	
Pat Daniel	Assistant City Clerk	Present	
David Allen	Community Development Director	Present	
Joe Nettleton	Public Works Director	Present	
Cable Glenn-Brooks	Executive Assistant	Present	
Derry Walker	Chief Code Officer	Present	
Kelli Duffy	Municipal Court Clerk	Present	
Tommy Henderson	Chief of Police	Present	
Maria Wetherington	Assistant	Present	
Richard Godfrey	Assistant Chief of Police	Present	

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

III. INVOCATION - MOMENT OF SILENCE.

IV. ADOPTION OF AGENDA

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Donya Sartor, Councilmember
SECONDER:	Pat Sebo-Hand, Mayor Pro-Tem
AYES:	Sebo-Hand, Lester, Messick, Powell, Sartor, Wise

Under Other Business - Remove Item A; Executive Session for the discussion of real estate transactions.

V. WORK SESSION

1. Council to consider a Conditional Use Permit Application, 21-CU-002, for an event center by Willie Middleton II, McKenzie Brothers Realty Group, property owner, for property located at 120 North

McDonough Street (Parcel No. 13241B F003A), Jonesboro, Georgia 30236.

RESULT:

PUBLIC HEARING REQUIRED

Next: 3/8/2021 6:00 PM

At this time, David Allen, Community Development Director shared concerns relative to current requirements for this request this request now being

Ricky L. Clark Jr., City Manager added that he visited the site and the city's current Zoning Codes doesn't work for this situation. Mr. Clark added that Mr. McKenzie has done an amazing job of upgrading the building and attracting tenants. Mr. Clark further advised that if the applicant is seeking to reinvest and further rehab the structure, that he should be allowed to do so.

Councilmember Sebo-Hand asked if there is a difference between the B'Mari Event Center? How does it affect the parking behind the building?

Mr. Allen advised that the intent of the code applies more to a commercial building with shared parking.

Mr. Clark advised that parking would not be shared.

Councilmember Sartor asked for clarification on the tax revenue and alcohol sales.

Mr. Clark advised that each business including the event center will be taxed based upon gross receipts according to the city's occupational tax codes. As it relates to alcohol, the sale of alcohol has not been requested by the applicant.

At this time, property owner Ricky McKenzie of McKenzie Brothers Realty Group, was present to speak in favor of event center and offered additional information on the layout and use of the building. Adding that the space does have a separate entrance with ample parking in the rear of the building and would be used for seminars, training and business meetings in the evening and on the weekend.

2. Council to consider a Variance Application, 21-VAR-001, concerning building setback encroachments for a proposed townhome building, by McKinley Homes, for property located at 8364, 8362, 8360, and 8358 Douglass Trail (portion of Parcel No. 12017D B007), Jonesboro, Georgia 30236.

RESULT:

PUBLIC HEARING REQUIRED

Next: 3/8/2021 6:00 PM

3. Council to consider a revised text amendment, 21-TA-005, Ord. 2021-005, to the City of Jonesboro Code of Ordinances, with the addition of Section 86-118 "Gateway South District Overlay" to Chapter 86 - Zoning, Article V – District Standards and Permitted Uses, of the City of Jonesboro Code of Ordinances.

RESULT:

CONSENT AGENDA ITEM

Next: 3/8/2021 6:00 PM

Councilmember Sebo-Hand expressed her concerns relative to having the overlay in place to ensuring the residents in the area are protected and that the business are fully engaged of the city's expectations.

Councilmember Messick expressed concerns of the amount of prohibited uses and wishes to

email her concerns for review at the next meeting.

Mr. Allen advised that any prohibited uses would have to follow the procedures for a zoning appeal or apply outside of the overlay.

Mr. Clark advised that all suggestions and changes should be emailed to Mr. Allen to be incorporated into the document for review and adoption at the March 8, 2021 meeting.

4. Discussion regarding the approval of SOP Chapter 11, Use of Force

RESULT:

CONSENT AGENDA ITEM

Next: 3/8/2021 6:00 PM

Highlighted Changes:

- Lawful Authority; 17-4-20 and 16-3-21
- Changes reflecting the language related to the chain of command to include the Chief's Designee.
- Choke Holds and Strangle Holds are prohibited.
- Waring Shots are prohibited.

5. Discussion regarding the approval of SOP Chapter 3, Organization/Meetings.

RESULT:

CONSENT AGENDA ITEM

Next: 3/8/2021 6:00 PM

Highlighted Changes:

Expanded the Chain of Command to include the positions of Assistant Chief of Police and Corporal.

6. Council to consider approval regarding the installation of Public Art within the Broad Street Plaza.

RESULT:

CONSENT AGENDA ITEM

Next: 3/8/2021 6:00 PM

Councilmember Sartor asked if the city has submitted an RFP for an art project in the past and who reviews the request. Additionally, commenting the \$20,000.00 is low for Public Art.

Mr. Clark advises that the city has submitted RFPs for Public Art in the past and City Council and the Mainstreet Board approved the request. As it relates to the price, the city desires not to exceed \$20,000.00 but If the RFP's response requires we allocate more funds, the information will be reviewed by Mayor and Council to determine a budget.

7. Discussion relative to the N.E.A.T. initiative in the City of Jonesboro. (Neighbors Engaging Assisting and Teaming Up to Keep our Streets Clean)

RESULT:

CONSENT AGENDA ITEM

Next: 3/8/2021 6:00 PM

Councilmember Sartor is in favor of the program and breaking up the city for or areas of responsibility by Councilmember.

Mr. Clark advised that the Beautification Committee will be available for each clean up and will provide supplies. Additionally, if we want to measure success with this initiative it is going to take a team effort from the legislative body as well as citizens to get the job done.

Councilmember Wise stated that a councilmember should be assigned as a representative but not in charge of a particular area.

Councilmember Powell agrees a councilmember being an assigned representative.

Councilmember Lester agrees with a councilmember being an assigned representative.

Councilmember Messick is in favor of the program and has obtained an application to adopt and area.

8. Council to consider approval of the addition of concrete walkways across Broad Street.

RESULT:

CONSENT AGENDA ITEM

Next: 3/8/2021 6:00 PM

VI. OTHER BUSINESS - NONE

VII. ADJOURNMENT

1. Motion to adjourn at 7:14 PM.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Billy Powell, Councilmember

SECONDER:

Bobby Lester, Councilmember

AYES:

Sebo-Hand, Lester, Messick, Powell, Sartor, Wise

JOY B. DAY – MAYOR

RICKY L. CLARK, JR. – CITY MANAGER



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

10.1

-1

COUNCIL MEETING DATE

March 8, 2021

Requesting Agency (Initiator)

Police

Sponsor(s)

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

Discussion regarding the approval of SOP Chapter 3, Organization/Meetings.

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

Review

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

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

The Jonesboro Police Department has reviewed and amended the current policy in the Standard Operating Procedures manual. The police department would like Council to review the revisions and consider adopting the proposed policy.

Fiscal Impact

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

\$0.00

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

- SOP CHAPTER 3: ORGANIZATION/MEETINGS

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

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date March, 8, 2021	03/01/21 ITEM	City Council CONSENT AGENDA Next: 03/08/21
Signature	City Clerk's Office		

The police department has reviewed the attached policy and would like Council to consider adopting the current changes to the existing policy.



JONESBORO POLICE DEPARTMENT

STANDARD OPERATING PROCEDURES

SUBJECT: Organization / Meetings	NEW <input type="checkbox"/>	PROCEDURE NUMBER: Chapter 3
AUTHORIZING SIGNATURE:	AMENDED <input checked="" type="checkbox"/>	NUMBER OF PAGES: 8
FIRST READING DATE:	RECINDED <input type="checkbox"/>	FINAL ADOPTION DATE: DEPT. EFFECTIVE DATE: DISTRIBUTION DATE:

I. Purpose

To designate an organizational structure, through which organizational components are arranged, defined, directed, and coordinated. This policy will also define the general authority and responsibilities of command and supervisory personnel.

II. Statement of Policy

It shall be the policy of the Jonesboro Police Department that the department be organized in such a manner to provide maximum efficiency and effectiveness and to provide clear channels of communication, direction, and control between management and employees, and to ensure meetings shall be scheduled for specific dates each week, month, quarter or periodically as needed. This policy shall apply to all sworn and non-sworn personnel.

III. Organizational Structure Procedures

A. The Jonesboro Police Department

The Jonesboro Police Department organizational structure includes divisions, shifts, units, and individuals to each of which are assigned specific functional areas of responsibility, which include activities directly related to achieving the department's objectives or supporting those objectives.

Ranking members are those persons having authority to administer and supervise

the work of various divisions, shifts, units, or individuals of the department. A ranking member shall exercise the authority of his or her position in the best interest of the department. A ranking officer shall not unnecessarily countermand any orders of a subordinate officer or needlessly interfere with the specific duties of members of lesser rank.

Situations arise where supervisory personnel from different areas within the department work together on a single operation. In such cases, the type of incident shall dictate the supervisor in charge. Whichever supervisor routinely handles incidents such as the one in question will be considered in charge. For example, if a Support Services Command Lieutenant and a Field Operations Division Lieutenant were both present at the scene of a homicide investigation, the Criminal Investigations Commander would be in charge.

B. Office of the Chief of Police

The Chief of Police is the chief executive officer, followed by the Assistant Chief of Police of the department to include commanding responsibility over the following components: Support Services Division, Criminal Investigative Unit, Field Operations Division. The administrative assistant reports to and is accountable to the Chief of Police.

A Lieutenant commands the Support Services Division, with one Supervisor/Sergeant assigned specific supervisory duties. General investigations shall be the primary duties for each Investigator. The Support Services Division, Criminal Investigations Unit will also be responsible for all crime prevention / community relation and other public relations functions, and monthly crime analysis. The division may have officers assigned to Clayton County Narcotics Task Force and Federal Drug Enforcement Administration Task Force as agents. These investigators report to their respective supervisors for case assignment but report to the Criminal Investigations Unit Sergeant for leave requests and other specific requests pertinent to the City of Jonesboro. Overall supervision and responsibility for the division's performance rests with the Division Commander.

C. Patrol Division

A lieutenant commands the Field Operations Division. The Field Operations Division is divided into the morning, and day shifts with 4 teams working 12-hour shifts each. A Sergeant, who serves as the Watch Commander, commands each watch. Overall supervision and performance of each watch is the responsibility of the Sergeant. Patrol Sergeants are responsible for employee relations, evaluations and discipline. Patrol sergeants assist officers in the completion of reports, investigation of serious incidents and field training. Overall supervision and responsibility for the division's performance rests with the Patrol Division Lieutenant.

D. Support Services Operational Command

A Lieutenant commands the Support Services Division, with one Supervisor/Sergeant assigned specific supervisory duties. General investigations shall be the primary duties for each Investigator. The Support Services Division, Criminal Investigations Unit will also be responsible for all crime prevention/community relations and other public relations functions, and monthly crime analysis. The division may have officers assigned to Clayton County Narcotics Task Force and Federal Drug Enforcement Administration Task Force as agents. These investigators report to their respective supervisors for case assignment but report to the Criminal Investigations Unit Sergeant for leave requests and other specific requests pertinent to the City of Jonesboro. Overall supervision and responsibility for the division's performance rests with the Division Commander.

The Support Services Division provides support services for this Agency, especially in patrol, community policing, and records maintenance. The Support Services Division shall be commanded by an officer with the rank of lieutenant. Functions and work units of the Administrative Services Division include:

1. Probation
2. Records Management
3. Georgia Crime Information Center
4. Office of Professional Standards
5. Training

IV. Chain of Command

- A. Each organizational component will be under the direct command of only one supervisor. Additionally, each employee will be accountable to only one supervisor at any given time.
- B. In descending order, the chain of command of the department is as follows:
 1. Chief of Police
 2. Assistant Chief of Police
 3. Lieutenant
 4. Sergeant
 5. Investigator
 6. Corporal
 7. Officer

V. Civilian Employees

A. General orders relative to the chain of command are as follows:

1. The chain of command, descending from the Chief and ascending from the lowest rank, shall be preserved and shall be respected in the delegation of authority;
2. Members shall not bypass their supervisors except as set forth in departmental policy;
3. All employees should follow their chain of command when addressing departmental matters. But, no member of the chain of command shall discourage, harass, or in any other way prohibit another member from reaching the top of the chain of command, being the Chief of Police.

In all cases, supervisors are responsible for the performance of employees under their command.

VI. Command During Absence of the Chief of Police

Whenever the Chief is unavailable during normal working hours and after normal working hours, on holidays and weekends, the Assistant Chief and/or Field Operations Commander “Lieutenant” shall have such duty, responsibility, and authority as conferred by statute upon the Chief of Police. (Refer also to Sub-Section O. Notification of Incidents).

During the absence of the Chief of Police for a period of more than three (3) days, the authority vested in this position shall be delegated to the Assistant Chief. Prior to his or her absence, the Chief shall designate the Assistant Chief as acting Chief. The Assistant Chief shall assume full authority and responsibility of the department.

A. Watch Commander

The highest-ranking person on a patrol shift is referred to as the Patrol Supervisor. The Patrol Supervisor shall act in matters as designated by the Field Operations Commander “Lieutenant”, Assistant Chief of Police, or Chief of Police.

B. Absence of Ranking Officer

In the case of a call for service, a self-initiated call, or a citizen complaint, the first on-duty Corporal will be designated as the ranking officer and will handle such tasks as roll calls, meetings, complaints, etc., until relieved by a superior officer. The authority to make decisions rests on each level of supervision and shall be held accountable for decisions made or the failure to make decisions.

C. Accountability for Decisions

At every level within the agency, personnel shall be given the authority to make the decisions necessary for the effective execution of their responsibilities. The employee shall be made accountable for the use of delegated authority as well as for the failure to use it. In all cases, supervisors are responsible for authority, which they have delegated to subordinates.

D. Lawful Orders

At all times members will obey any lawful order given by a supervisor, including any other relayed from a superior by an employee of the same or lesser rank.

E. Unjust, Improper, Unlawful, or Conflicting Orders

No command or supervisory officer shall knowingly issue any order which is in violation of any law, ordinance, special order, memorandum, standard operating procedure, or the City of Jonesboro, and/or City of Jonesboro Police Department.

No member is required to obey any order, which is contrary to federal, state, or local law or ordinance. Obedience to an unlawful order is never a defense for an unlawful action or a violation of city or departmental rules, standard operating procedures, or policies. Employees are expected to follow lawful orders.

Countermanded, or conflicting orders will be issued only when reasonably necessary for the good of the department. Upon receipt of an additional order which conflicts with any previous order or instruction, the member affected will advise the person issuing the second order of this fact, in a professional and respectful manner. Responsibility for countermanding the original instruction rests with the individual issuing the second order to have the original order rescinded. In no event will an employee countermand a supervisor's order unless immediate danger to lives or property exists.

F. Notification of Incidents

All personnel is responsible for notifying their immediate supervisor when significant incidents have occurred. As notification is made through the chain of command, each level of supervision will determine if the incident requires immediate notification of the next level or if notification may be postponed to a later time. Notifications may be made by phone, email, text message, or incident reports, depending on the nature of the incident. As not all possible incidents can be predicted or listed individually, all personnel will make the decision based on the seriousness of the incident, the potential impact on the department, and the level of community interest regarding the incident. All incidents requiring notification to the Chief of Police will be entered on the Critical Incident Log, excluding personnel matters and incidents that will be investigated by the Support Operations Commander/Internal Affairs. The shift/unit supervisor is responsible for ensuring this is done.

The Chief of Police will be immediately notified through the chain of command when an incident occurs which may involve serious agency liability, heightened community interest, or any of the following types of incidents:

1. Serious injury or death of an employee;
2. Serious injury or death of a civilian as a direct result of the actions, or inactions, of an employee;
3. Significant damage to, or loss of property, resulting from employee actions, unusual criminal activity, or acts of nature;
4. Activation of the emergency mobilization schedule;
5. Any incident when one or more media outlets is on scene;
6. Arrest of a police department employee, other high-profile government employee, or an elected official.

The on-duty Patrol Supervisor of the arresting officer will notify government organizations when one of their employees is arrested, as soon as possible.

G. Chief of Police Authority

Within the department, the Chief of Police and/or designee may add, delete or change the name of existing units as necessary.

V. Organizational Chart

An organizational chart shall be maintained in the departmental SOP manual and shall be updated whenever changes are needed and will be referred and attached to this chapter as Appendix A & B.

VII. Meeting Procedures

To ensure the proper exchange of information and ideas, various types of meetings will be held regularly.

A. Senior Command Staff Meetings

Senior Command Staff meetings will include the Chief of Police, Assistant Chief of Police, and Lieutenants. Other supervisors in assignments such as meetings are scheduled weekly unless otherwise planned. The Chief of Police and/or designee will preside over these meetings. Attendance at senior command staff meetings is mandatory unless the employee is excused in advance by the Chief.

B. Command Staff Meetings

Command Staff meetings will include the Chief of Police, Assistant Chief of Police and Lieutenants, Sergeants, and other supervisors as needed. The Command Staff meeting will be held weekly and will be presided over by the Chief of police and/or designee. Attendance at command staff meetings is mandatory unless the employee is excused in advance by the Chief or Assistant Chief.

C. Full Staff Meetings

Full staff meetings will also be known as command staff meetings. Full staff meetings will include the Chief of Police, Assistant Chief of Police, Lieutenants, Sergeants, and any civilian supervisors. Full staff meetings will be scheduled weekly. The Chief of Police and/or designee will preside over the meeting. Attendance at full staff meetings are mandatory for all supervisors. Senior command staff members and Lieutenants must be excused in advance by the Chief of Police or Assistant Chief of Police prior to missing a full staff meeting.

D. Preparation for Command & Full Staff Meetings

To ensure the smooth flow of Command and Full staff meetings, the following procedures will be followed:

- i. Prior to a meeting, the Chief of Police and/or designee will ensure that an agenda and all read-ahead material is prepared and circulated to those individuals who are known to be attending the meeting;
- ii. It shall be the responsibility of all individuals wishing to place an issue on the agenda to notify the administrative assistant of the Chief of Police no later than three days prior to a scheduled meeting;
- iii. It shall be the responsibility of the Lieutenants to ensure that all patrol officers or civilians under their command, who will attend the staff meeting, have a copy of the agenda and read-ahead material;
- iv. All rated officers attending meetings are responsible for being familiar with read-ahead material. In some cases, employees may be called upon to present a summary of the material and state the relevance of the material to the department;
- v. Whenever possible and practical, the minutes of the meetings will be hand-recorded by the Chief's administrative assistant and a written summary of each meeting prepared. If the Chief's administrative assistant is not present, a person appointed by the Chief of Police or his designee will take the minutes. The Chief's administrative assistant will maintain the minutes on file. Minutes will be distributed to the Chief of Police and Lieutenants.

- vi. Employees attending meetings will dress appropriately. Approved forms of dress for males will include departmental-issued uniforms, suits, sport coats, slacks, "Dockers" type pants, polo shirts, golf shirts, and button-up shirts. Approved forms of dress for females will include departmental-issued uniforms, slacks, "Dockers" type pants, polo shirts, golf shirts, button-up shirts, skirts, dresses, and pantsuits. Inappropriate apparel will include, but not be limited to: shorts, sweatshirts, B.D.U.'s (except departmental issued uniforms), tank tops, t-shirts, blue jeans, sandals, and flip flops. Apparel worn by undercover officers, while on duty, will be acceptable. In all cases, the Chief of Police will have ultimate discretion in determining what is or is not appropriate dress for meetings.

E. Miscellaneous Meetings

In addition to the reading of daily bulletins and lookout sheets, representatives from the various units and divisions will meet regularly with other units and divisions to ensure the proper flow of information within the department.

Examples of this type of interaction will include, but not be limited to:

- vii. A representative of the Support Services Division, Criminal Investigations Unit appearing at Field Operations roll call meetings to discuss current unsolved crimes, lookouts, and report protocol;
- viii. A representative of the Narcotic and/or Federal Task Forces will meet with Field Operations at roll call to discuss current street-level narcotics intelligence.

This SOP supersedes any SOP previously issued.
BY ORDER OF THE CHIEF OF POLICE



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

10.2

-2

COUNCIL MEETING DATE

March 8, 2021

Requesting Agency (Initiator)

Police

Sponsor(s)

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

Discussion regarding the approval of SOP Chapter 11, Use of Force

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

Review

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

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

The Jonesboro Police Department has reviewed and amended the current policy in the Standard Operating Procedures manual. The police department would like Council to review the revisions and consider adopting the proposed policy.

Fiscal Impact

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

\$0.00

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

- SOP Chapter 11: Use of Force

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

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date March, 8, 2021	03/01/21 ITEM	City Council CONSENT AGENDA Next: 03/08/21
Signature	City Clerk's Office		

The police department has reviewed the attached policy, and would like Council to consider adopting the current changes to the existing policy on Use of Force.



JONESBORO POLICE DEPARTMENT

STANDARD OPERATING PROCEDURES

SUBJECT: Use of Force	NEW <input type="checkbox"/>	PROCEDURE NUMBER: Chapter 11
AUTHORIZING SIGNATURE:	AMENDED <input checked="" type="checkbox"/>	NUMBER OF PAGES: 10
	RECINDED <input type="checkbox"/>	
FIRST READING DATE:	FINAL ADOPTION DATE:	EFFECTIVE DATE:
		DISTRIBUTION DATE:

I. Purpose

The purpose of this policy is to establish general guidelines and procedures for the lawful use of force during the performance of an officer's duties.

II. Statement of Policy

The emphasis and value placed on the preservation of human life in our society requires that law enforcement officers exercise reasonable care and judgment in fulfilling the police function. It is recognized that officers must be properly armed for the protection of society and themselves if the public is victimized, and officers are confronted with deadly force in the performance of their duties. Therefore, it is the policy of the Jonesboro Police Department that sworn officers will use only the "reasonably objective" force necessary to attain legally justified law enforcement objectives while conforming to both State and Federal laws.

III DEFINITIONS

A. Authorized Ammunition:

Ammunition that is approved by the department for on-duty use.

B. Authorized Weapon:

One, which meets departmental regulations in regard to type, caliber, inspection by firearms personnel, and qualifications. Includes issued weapon and authorized second weapons.

C. Deadly Force:

Any force, which in the circumstances then present, is likely to cause great bodily harm or death.

D. Force:

Capacities to affect, influence, or persuade the mind or behavior of a person.

E. Forcible Felony:

Any felony, which involves the use or threat of physical force or violence against any person.

F. Lawful Force:

A reasonable amount and degree of lawful force to achieve a legitimate police objective.

G. Minimum Force:

A reasonable amount and degree of lawful force to achieve a legitimate police objective.

H. Non-Deadly Force:

A quality of quantity of force, which in the circumstances then present, is neither likely nor intended to cause grave bodily harm.

I. Reasonable Belief:

The belief by the officer concerned, acting as a reasonable police officer, under which the described facts existed. This is more than mere suspicion.

J. Serious Physical Injury:

Any injury, that when inflicted, will cause or result in great bodily injury or death.

K. Weaponless Force:

Weaponless force may include verbal commands, soft empty hand and/or hard empty hand techniques that may include "come along", joint manipulation, pressure points, palm or fist strikes, kicks. No form of "NECK RESTRAINT" is taught nor authorized by the City of Jonesboro Police Department, but this shall not hinder the actions taken by an officer during a use of force incident that is justified under OCGA 16-3-20, and in compliance with *Graham v. Conner* 490 US 386 (1989), and/or OCGA 16-3-21, and/or OCGA 17-4-20, and/or OCGA 16-3-23.1.

L. Lawful Authority (17-4-20)

(a) An arrest for a crime may be made by a law enforcement officer either under a warrant or without a warrant if the offense is committed in such officer's presence or within such officer's immediate knowledge; if the offender is endeavoring to escape; if the officer has probable cause to believe that an act of family violence, as defined in Code Section 19-13-1, has been committed; if the officer has probable cause to believe that an offense involving physical abuse has been committed against a vulnerable adult, who shall be for the purposes of this subsection a person 18 years old or older who is unable to protect himself or herself from physical or mental abuse because of a physical or mental impairment; or for other cause, if there is likely to be failure of justice for want of a judicial officer to issue a warrant.

(b) Sheriffs and peace officers who are appointed or employed in conformity with Chapter 8 of Title 35 may use deadly force to apprehend a suspected felon only when the officer reasonably believes that the suspect possesses a deadly weapon or any object, device, or instrument which, when used offensively against a person, is likely to or actually does result in serious bodily injury; when the officer reasonably believes that the suspect poses an immediate threat of physical violence to the officer or others; or when there is probable cause to believe that the suspect has committed a crime involving the infliction or threatened infliction of serious physical harm. Nothing in this Code section shall be construed so as to

restrict such sheriffs or peace officers from the use of such reasonable non-deadly force as may be necessary to apprehend and arrest a suspected felon or misdemeanant.

(c) Nothing in this Code section shall be construed so as to restrict the use of deadly force by employees of state and county correctional institutions, jails, and other places of lawful confinement or by peace officers of any agency in the State of Georgia when reasonably necessary to prevent escapes or apprehend escapees from such institutions.

(d) No law enforcement agency of this state or of any political subdivision of this state shall adopt or promulgate any rule, regulation, or policy which prohibits a peace officer from using that degree of force to apprehend a suspected felon which is allowed by the statutory and case law of this state.

(e) Each peace officer shall be provided with a copy of this Code section. Training regarding elder abuse, abuse of vulnerable adults, and the requirements of this Code section should be offered as part of at least one in-service training program each year conducted by or on behalf of each law enforcement department and agency in this state.

(f) A nuclear power facility security officer, including a contract security officer, employed by a federally licensed nuclear power facility or licensee thereof for the purpose of securing that facility shall have the authority to:

(1) Threaten or use force against another in defense of a federally licensed nuclear power facility and the persons therein as provided for under Code Sections 16-3-21 and 16-3-23;

(2) Search any person on the premises of the nuclear power facility or the properties adjacent to the facility if the facility is under imminent threat or danger pursuant to a written agreement entered into with the local enforcement agency having jurisdiction over the facility for the purpose of determining if such person possesses unauthorized weapons, explosives, or other similarly prohibited material; provided, however, that if such person objects to any search, he or she shall be detained as provided in paragraph (3) of this subsection or shall be required to immediately vacate the premises. Any person refusing to submit to a search and refusing to vacate the premises of a facility upon the request of a security officer as provided for in this Code section shall be guilty of a misdemeanor; and

(3) In accordance with a nuclear security plan approved by the United States Nuclear Regulatory Commission or other federal agency authorized to regulate nuclear facility security, detain any person located on the premises of a nuclear power facility or on the properties adjacent thereto if the facility is under imminent threat or danger pursuant to a written agreement entered into with the local law enforcement agency having jurisdiction over the facility, where there is reasonable suspicion to believe that such person poses a threat to the security of the nuclear power facility, regardless of whether such prohibited act occurred in the officer's presence. In the event of such detention, the law enforcement agency having jurisdiction over the facility shall be immediately contacted. The detention shall not exceed the amount of time reasonably necessary to allow for law enforcement officers to arrive at the facility.

M. Lawful Authority (16-3-21)

(a) A person is justified in threatening or using force against another when and to the extent that he or she reasonably believes that such threat or force is necessary to defend himself or herself or a third person against such other's imminent use of unlawful force; however, except as provided in Code Section 16-3-23, a person is justified in using force which is intended or likely to cause death or great bodily harm only if he or she reasonably believes that such force is necessary to prevent death or great bodily injury to himself or

herself or a third person or to prevent the commission of a forcible felony.

(b) A person is not justified in using force under the circumstances specified in subsection of this Code section if he:

(1) Initially provokes the use of force against himself with the intent to use such force as an excuse to inflict bodily harm upon the assailant;

(2) Is attempting to commit, committing, or fleeing after the commission or attempted commission of a felony; or

(3) Was the aggressor or was engaged in a combat by agreement unless he withdraws from the encounter and effectively communicates to such other person his intent to do so and the other, notwithstanding, continues or threatens to continue the use of unlawful force.

(c) Any rule, regulation, or policy of any agency of the state or any ordinance, resolution, rule, regulation, or policy of any county, municipality, or other political subdivision of the state which is in conflict with this Code section shall be null, void, and of no force and effect.

(d) In a prosecution for murder or manslaughter, if a defendant raises as a defense a justification provided by subsection (a) of this Code section, the defendant, in order to establish the defendant's reasonable belief that the use of force or deadly force was immediately necessary, may be permitted to offer:

(1) Relevant evidence that the defendant had been the victim of acts of family violence or child abuse committed by the deceased, as such acts are described in Code Sections 19-13-1 and 19-15-1, respectively; and

(2) Relevant expert testimony regarding the condition of the mind of the defendant at the time of the offense, including those relevant facts and circumstances relating to the family violence or child abuse that are the bases of the expert's opinion.

IV. LAWFUL FORCE

- A. Officers are often confronted with situations where control must be exercised to effect arrests and to protect the public's safety. The duty and authority of an officer requires them to exercise this control and employ such reasonable force as may be necessary to meet the objective.
- B. While the use of reasonable force may be necessary in situations, which cannot otherwise be controlled, force may not be resorted to unless other reasonable alternatives have been exhausted or would clearly be ineffective under the circumstances. Officers are permitted to use whatever force is reasonable and necessary to protect others or themselves from bodily harm.
- C. Lawful force may be used by a police officer in the performance of their duties, in accordance with O.C.G.A. 16-3-21, which states:

“A person is justified in threatening or using force against another when and to the extent that he or she reasonably believes that such threat or force is necessary to defend himself or

herself or a third person against such other's imminent use of unlawful force: however, a person is justified in using force which is intended or likely to cause death or great bodily harm only if he or she reasonably believes that such force is necessary to prevent death or great bodily injury to himself or herself or a third person or to prevent the commission of a forcible felony."

- D. The officer is justified in using force when the officer reasonably believes that such force is:
 - 1. Necessary to preserve the peace and/or prevent commission of offenses;
 - 2. Necessary to prevent suicide or self-injury;
 - 3. Necessary to make a lawful arrest;
 - 4. Necessary to make a lawful search;
 - 5. Necessary to overcome resistance to a lawful arrest or search;
 - 6. Necessary to prevent escape from custody; or
 - 7. In self-defense or in defense of another against an imminent and unlawful act of violence.
- E. Under O.C.G.A. 16-3-21, a person is NOT justified in using force under the above-described circumstances if he:
 - 1. "Initially provokes the use of force against himself with the intent to use such force as an excuse to inflict bodily harm upon the assailant;"
 - 2. "Is attempting to commit, committing, or fleeing after the commission or attempted commission of a felony;" or
 - 3. "Was the aggressor or was engaged in a combat by agreement unless he withdraws from the encounter and effectively communicates to such other person his intent to do so and the other, notwithstanding, continues or threatens to continue the use of unlawful force."
- F. The amount and degree of force, which may be employed are based upon, but not limited to the following factors, and reasonably believes that such force is necessary to prevent death or great bodily injury to himself or herself or a third person or to prevent the commission of a forcible felony."
 - 1. Necessary to preserve the peace and/or prevent commission of offenses;
 - 2. Necessary to prevent suicide or self-injury;
 - 3. Necessary to make a lawful arrest;
 - 4. Necessary to make a lawful search;
 - 5. Necessary to overcome resistance to a lawful arrest or search;
 - 6. Necessary to prevent escape from custody; or
 - 7. In self-defense or in defense of another against an imminent and unlawful act of violence.

V. DEADLY FORCE

- A. Deadly force may be used by a police officer in the performance of their duties, in accordance with O.C.G.A. 17-4-20(b), which states:
 - 1. “Sheriff’s and peace officers who are appointed or employed in conformity with Chapter 8 of Title 35 may use deadly force to apprehend a suspected felon only when the officer reasonably believes that the suspect possesses a deadly weapon or any object, device, or instrument which, when used offensively against a person, is likely to or actually does result in serious bodily injury;” or
 - 2. “When the officer reasonably believes that the suspect poses an immediate threat of physical violence to the officer or others;” or
 - 3. “When there is probable cause to believe that the suspect has committed a crime involving the infliction or threatened infliction of serious physical harm.”
- B. An officer may use deadly force to destroy a fatally injured or sick domestic animal if Animal Control is unable to respond in a timely manner. However, the officer should make every reasonable attempt to locate and receive permission from the animal’s owner and ensure that no person or property will be injured or damaged when they fire their weapon.
- C. An officer may use deadly force to protect themselves and others from obviously mad or vicious animals that cannot otherwise be controlled.
- D. Officers shall endeavor to use the minimal level of force necessary to achieve a legal and lawful law enforcement objective. Officers will receive annual training relating to appropriate law enforcement use of force issues and any questions or concerns shall be addressed to the officer’s immediate supervisor for clarity.

The Department’s Use of Force Policy coupled with the officers’ training enables our officers to use the minimal level of force necessary under the circumstances then facing the officer. For example, an officer facing an armed person who is shooting at the officer can lawfully return fire to defend life. That same officer facing an unarmed person who is yelling and being non-cooperative would use the skills learned in de-escalation to bring the person down from that agitated state so that a dialog can be established. Each interaction brings with it circumstances and conditions unique to that moment in time. Officers must have the flexibility, consistent with Department policy and their training, to react to this ongoing event with the minimal level of force necessary under those circumstances.

- E. Every officer has a duty to intervene to prevent or stop the use of excessive force by another officer when it is safe and reasonable to do so. Policy requires officers to intervene to stop excessive force.

VI. UNAUTHORIZED USE OF FORCE

- A. Warning shots are **prohibited** under any circumstances. An officer will not fire into the air or ground to halt a fleeing felon.

- B. Shots will not be fired at person who have committed or are committing traffic violations, misdemeanors, and non-forcible felonies.
- C. Officers are not authorized to use deadly force to prevent the escape of unarmed and/or nonviolent felons or other criminals even though escape might result in the crime going unpunished.
- D. Due to the inherent risks of such actions, shots will not be fired from or at moving vehicles, unless the occupants of the vehicle are using deadly force against the officer or another person and there are no other alternative means of protecting life.
- E. Unauthorized Weapons include saps, blackjacks, and chemical agents not issued by the department. This will not prohibit an officer from using an improvised weapon to defend themselves in a life-or-death situation.
- F. Chokeholds and strangleholds are prohibited. The officer is authorized to use deadly in accordance with O.C.G.A. 17-4-20(b).

VII. DE-ESCALATION

- A. An officer will use de-escalation techniques and other alternatives to higher levels of force consistent with his or her training whenever possible and appropriate before resorting to force and to reduce the need for force.
- B. Whenever possible and when such delay will not compromise the safety of the officer or another, and will not result in the destruction of evidence, escape of a suspect, or commission of a crime, an officer will allow an individual a reasonable amount of time and opportunity to submit to verbal commands before force is used.

VIII. USE OF FORCE REPORT

- A. On any occasion where an officer uses force, weaponless force, lethal weapon force, or non/less-lethal weapons force, whether injury or death occurs, whether on or off duty, whether in or out of his/her jurisdiction, the officer will immediately notify his/her chain of command, and a detailed report with an assigned case number from Clayton County E911 of the incident will be completed by that officer and forwarded through the chain of command for immediate review. Use of Force incidents that involve weaponless force, lethal or non/less-lethal weapons that results in injury or death, that officer will complete a detailed Incident Report that will be assigned a case number via communications. Any other individual or officers witnessing the incident will be required to complete a supplemental and/or written statement.
- B. After conducting a preliminary investigation, the officer's supervisor will complete the appropriate Use of Force Report and forward the said report and any other required documentation (Workers Compensation, Supervisor/Employee Incident, and Injury Reports) and statements through the Chain of Command immediately. The Chief of Police will be contacted through the departmental Chain of Command if any incident results in a serious injury to either the officer or subject. A copy of all reports and documentation will be forwarded to the Assistant Chief of Police and Chief of Police. Upon receipt of the Use of Force report, the Chief of Police and/or designee will review the report to determine if the use of force was authorized. The Chief of Police and/or designee will forward a copy of the report to the designated Internal Affairs

Investigator. If such force was not authorized the officer(s) involved will be subject to disciplinary action up to and including termination.

- C. Every officer discharging their firearm, intentional or an unintentional discharge outside the scope of training will notify their supervisor and submit a detailed Incident Report through the Chain of Command before the end of their tour of duty.
- D. On any occasion in which an officer uses weaponless force, a detailed Incident Report will be submitted to the Chief of Police through the Chain of Command.
- E. Any officer who discharges an assigned weapon or secondary weapon, while off-duty and outside the jurisdiction of this department, will be subject to an Internal Affairs Investigation after any investigation conducted by the agency where the discharge occurred. In this situation, the following will occur:
 - 1. The officer will immediately notify an on-duty supervisor, who will obtain as much information as possible and forward said information through the Chain of Command.
 - 2. The immediate supervisor will then notify the Division Commander, who intern will notify the Chief of Police through their Chain of Command.

H. The Training Officer will utilize the “Use of Force Report” to determine if any additional training in the use of weapons or department policy is necessary.

IX. INVESTIGATION OF USE OF DEADLY FORCE

A. Responsibilities and Duties

- 1. Officers on the Scene:
 - a. Call an ambulance via the Communications Center;
 - b. Call the on-duty Supervisor;
 - c. Secure the scene;
 - d. Identify, detain, and separate all witnesses
- 2. On-duty Supervisor:
 - a. Ensure anyone injured is being treated
 - b. Have the involved officer(s) transported to the Jonesboro Police Department Headquarters Building and keep them separated, once released from the scene by the GBI.
 - c. Notify the Chain-of-Command
 - d. Notify the Investigation Commander.
 - e. Notify the Investigating Agencies (as directed by the Chief of Police or Assistant Chief i.e. GBI, CCPD, DA):

- f. Notify the contracted coroner/medical examiner when directed by the Support Operations Division Commander, Assistant Chief of Police, or Chief of Police.
- g. Have officer-involved secure their weapon(s) and turn over to GBI agent upon request.

3. Investigation Supervisor:

- a. Shall take command of all incident scenes involving the discharging of a firearm, which results in injury or death.
- b. The Internal Affairs Commander will be assisted by the on-duty Supervisor as necessary.
- c. An investigative report from the Internal Affairs Commander shall be completed and forwarded to the Assistant Chief of Police and Chief of Police as soon as possible to ensure thoroughness.
- d. After reviewing the results of the investigation, the Chief of Police and/or designee shall determine if the use of force was justified and notify the officer of his decision.
- e. This procedure is independent of any criminal prosecution, which may be initiated by the District Attorney's Office if a violation of the law is involved

X. TREATMENT OF THE OFFICER

- A. Any employee involved in the use of deadly force will be placed on paid administrative leave for an automatic period of three (3) days. In addition, the officer, upon his or her own choosing, may speak with a qualified psychological specialist at any time. After the initial three days, the Chief of Police and/or designee will make the determination as to the officer's duty status.
- B. While on administrative leave, the officer shall refrain from acting in their capacity as a law enforcement officer.
- C. The lieutenant over Support Services Division Command and/or supervisor will replace weapons taken from the officer immediately, even if the officer is on administrative leave, unless other conditions prohibit such issuance.
- D. Upon conclusion of the Internal Affairs Investigations, the results will be forwarded to the Chief of Police for a final determination as to whether the use of force was authorized. If the use of force was not authorized, the Chief of Police and/or designee will take the appropriate disciplinary action.

XI. OTHER INCIDENTS INVOLVING THE DISCHARGE OF FIREARMS

This policy applies to all departmentally authorized firearms. For all firearm discharges that occur during training or approved competitive shooting, and do not result in injury, a report is not required. All other firearm discharges require an *Incident Report* by that officer. A copy of the approved *Incident Report* shall be forwarded via email to the Field Operations Division Commander, Services Division/Internal Affairs Commander for record keeping.

Other incidents involving the discharge of firearms that require an *Incident Report*, may include, but are not limited to, the following:

A. Accidental Discharge of Firearm

Unintentional and/or accidental discharges of an authorized firearm, whether on or off duty, will be reported immediately to an on-duty supervisor. The on-duty supervisor will determine if the incident meets the protocol requiring a *Use of Force Report*. Regardless of the on-duty supervisor's investigative findings, the incident will require an *Incident Report* and/or *Supplemental Report(s)* by the officer(s) involved in and/or present for the discharge of the firearm.

B. Destruction of Animals

The humane destruction of injured, sick, mad, or vicious animals to minimize suffering and the risk to the public is **not** a use of force and **does not** require a *Use of Force Report*. When it becomes necessary to destroy an animal, the concerned officer will properly complete an *Incident Report*.

1. When it becomes necessary to destroy an injured, wounded, or sick animal, the officer should make a reasonable attempt to locate and receive permission to destroy the animal from the animal's owner. The officer will notify an on-duty supervisor prior to initiating action or destroying the animal.
2. A firearm may be utilized when it becomes necessary to destroy a mad or vicious animal that cannot otherwise be reasonably controlled. Such action may be taken, when the animal poses a threat to the officer, another person, or other animal.

C. Warning Shots

Warning shots are **prohibited** due to the potential for harm.

XII. TREATMENT OF INJURED SUSPECT

Immediate medical aid will be rendered to a suspect, based on the level of training and expertise, of the officer, who is injured or alleged to have been injured because of officer-involved use of force. Emergency medical services will be requested to evaluate the suspect's apparent or alleged injuries.

XIII. USE OF FORCE TRAINING

- A. All sworn personnel will receive annual in-service training on the Use of Force Policy and legal updates pertaining to such use as set forth in P.O.S.T. rule 464-5.03.1.

XIV. MEDIA RELATIONS

Only the Chief of Police or his designee are authorized to discuss a Deadly force incident with the media.

This SOP supersedes any SOP previously issued.

By Order of the Chief of Police



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

Agenda Item #

11.1

-1

COUNCIL MEETING DATE

March 8, 2021

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 Conditional Use Permit Application, 21-CU-002, for an event center by Willie Middleton II, McKenzie Brothers Realty Group, property owner, for property located at 120 North McDonough Street (Parcel No. 13241B F003A), Jonesboro, Georgia 30236.

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

Section 86-102 H-1 District Purpose and Standards; Additional Conditional Uses, Article VI, Sec. 86-532

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

Yes

Economic Development, Community Planning, Neighborhood and Business Revitalization, Historic Preservation

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 completed a zoning verification form for an “event center” at 120 North McDonough Street. The property is in zoned H-1, Historic District, and has an active, two-story, multi-suite office building on it, which is connected to the commercial buildings on adjacent parcels to the south. The proposed use is described by the applicant as an event space for weddings, baby showers, corporate meetings, luncheons, etc. This would occur in the basement of the two-story building, which would be renovated to make a larger gathering hall. The existing kitchen in the basement would be enlarged and moved. Outside access is only to the rear parking lot with a double door and several windows. The Table of Uses requires a conditional use permit for this particular kind of use in H-1 zoning, with the following conditions:

Sec. 86-532. NAICS 531120 – *Lessors of Nonresidential Building (except Mini-warehouses), including Event Centers (Excluding funerals and wakes)*

(1) *Off-street parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided.*

(2) *Any alcohol service and consumption on the premises must conform to Chapter 6 standards, Alcoholic Beverages.*

(3) *Must be located in a stand-alone building (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).*

(4) *A minimum 50-foot wide buffer shall be maintained between built elements (including paved parking areas) of the proposed facility and any adjacent, residentially zoned property.*

Sec. 86-102. - H-1 historic district.

(a) Purpose of district. **The purpose of the H-1 historic district is to provide for retail and residential uses that benefit from close proximity to each other and that will generate pedestrian activity in the city's traditional downtown core.** Development and redevelopment in this district is intended to preserve and enhance the historic character of the area while promoting the goals of the Livable Centers Initiative Study. **This use would generate more vehicle activity than pedestrian activity.**

(j) Development standards.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date March, 8, 2021	03/01/21 REQUIRED	City Council PUBLIC HEARING Next: 03/08/21
Signature	City Clerk's Office		

(1) Minimum lot area: None **Existing lot**.
 (2) Minimum lot width: 20 feet **Existing lot**.

3) Setbacks:

Front: Minimum and maximum setbacks shall be zero. **Existing lot**.

Side: Minimum and maximum setbacks shall be zero, except on corner lots, whereby the setback shall be no less than 20 feet to accommodate pedestrian amenities. Such amenities are required on corner lots and include decorative planters, benches, landscaping, patios, knee walls, or other architectural features that are compatible with the historic and pedestrian character of the district. The proposed number, type, and arrangement of amenities shall be reviewed and approved by the director of downtown development.

Rear: Zero, except when abutting a residential zoning district where there is no intervening right-of-way, the setback is 20 feet. **Existing lot**.

(4) Maximum height: Three stories or 35 feet. **Existing building. 3 stories with basement**

(5) Minimum height: Two stories. **Existing building. 3 stories with basement**

(6) Minimum floor area: None for non-office uses; minimum floor area for office uses shall be 1,000 square feet. **Meets condition**

(7) Maximum floor area: 3,500 square feet. **Basement does not exceed.**

Sec. 86-532. NAICS 531120 – Lessors of Nonresidential Building (except Mini-warehouses), including Event Centers (Excluding funerals and wakes)

(1) Off-street parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided. Per Sec. 86-410 (28), *Theaters, auditoriums, places of worship, libraries, museums, art galleries, funeral homes, gymnasiums, stadiums and other places of assembly shall provide the larger of one space for each four fixed seats or one space for each 25 square feet of floor area available for the accommodation of moveable seats in the largest assembly room, whichever is greater, plus one space for each 150 square feet of ground area used for assembly.* **With a 987 square-foot gathering hall with moveable seats, plus one parking space per 150 square feet of assembly area, the number of required parking spaces for the event center would be 46 spaces, about 5 more spaces than the entire rear parking lot of 120 North McDonough. Of course, many events could occur in evenings and on weekends, but any large weekday event could negatively impact the other businesses in the office suites.**

(2) Any alcohol service and consumption on the premises must conform to Chapter 6 standards, Alcoholic Beverages.

The applicant has not stated that alcohol will be involved with the event center.

(3) Must be located in a stand-alone building (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking). **By definition, multi-suite 120 North McDonough Street is a planned center.**

Planned center. A single office, commercial, or industrial property that is designed or intended for occupancy by two or more principal businesses that are separately owned and have no corporate relationship.

It also shares a common wall and parking with adjacent businesses.

(4) A minimum 50-foot wide buffer shall be maintained between built elements (including paved parking areas) of the proposed facility and any adjacent, residentially zoned property. **All buildings and paving are pre-existing. The closest residential property is over 500 feet to the east.**

Staff recommends denial of the application, in that the use cannot meet three of the four zoning conditions. Staff has also conferred with the Fire Marshal's office, and the new use in the basement would likely trigger a requirement for a sprinkler system per the Fire Code, and that having only one access door to the outside is another safety problem.

Update for 3.8.21: With staff's original recommendation of denial, the technicalities of the Code were strictly followed. However, with the realities of the actual site being considered, the shared parking should not be an issue, as many of the events will likely be held outside of normal working hours for the other businesses in the other office suites. The "planned center / connected storefront" condition is more intended where commercial / retail is concentrated together into one commercial strip center where parking is at a premium. That is not the case with 120 North McDonough Street. Also, the day of the march 1st meeting, the Fire Marshal's office clarified their opinion of the basement space:

Based on the information provided, the area will NOT be required to install a sprinkler system. The code decision is based on the square footage of space and stated occupancy load. However, the Fire Marshal's Office will require a commercial fire alarm system for the entire building if any portion is to be used as assembly space. Please be advised,

this is NOT to be considered a commercial plan review by the Fire Marshal's Office. Formal submission of renovation will be required. This review will cover egress calculations (not provided), wall details, commercial kitchen, etc. Additional Fire Code compliance may be required upon formal submission.

11.1

NOTE: The person revising the plans did not add the requested egress calculations.

Thus, the applicant may still run into Fire Code problems (possibly with egress) during the permitting process, but that is an issue separate from a Council zoning decision.

Fiscal Impact <small>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</small>	
Private owner	
Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.) <ul style="list-style-type: none">• Conditional Use Permit Application - 120 N McDonough• Zoning Letter - 120 North McDonough Street, Jonesy's• Zoning Map - 120 North McDonough Street, Jonesy's• SITE PLAN - 120 N McDONOUGH• 120 N MCDONOUGH FLOOR PLAN• Conditional Use - 120 North McDonough Street Event Center - Legal Notice• Zoning Sign• Meeting Acceptance Letter• Existing Site 1• Existing Site 2• Existing Site 3• Existing Site 4	
Staff Recommendation (Type Name, Title, Agency and Phone) Denial	



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:

February 3, 2021

Property Owner Authorization

I (We) McKenzie Brothers Realty Group/Jonesboro the owner(s) of the following property located at: 120 N McDonough St,
Jonesboro, Georgia 30236

Tax Parcel Number: 1324-8 F003A Size of Property: 15,236 ft²

Located in Zoning District H-1 do hereby request permission for a conditional use for the above described property under the Zoning Ordinance zoned for the following purposes:

Events Space

Property Owner Information

Name: Jonesy's at Jonesboro, LLC / McKenzie Brothers Realty En
 Mailing Address: 120 N. McDonough St
 City: Jonesboro State: Ga Zip: 30236
 Phone: (Day) 404.444.8737 (Evening) 404.444.8737

Applicant's Information

(If Different from Owner's Information)

Name: Willie Middleton II
 Mailing Address: 3162 Dogwood Dr
 City: Hapeville State: Ga Zip: 30354
 Phone: (Day) 404.444.8737 (Evening) 404.444.8737
willie@nortsideremodeling.com

Jonesboro Property Information

Existing Uses and Structures: upstairs - offices; basement - vacantProperty address: 120 N. McDonough St,Surrounding Uses and Structures: (See Official Zoning Map): professional offices, government offices, newspaper, museum

Surrounding Zoning:

North: H-1 South: H-1 East: H-1 West: H-1Events space for weddings, baby showers, corporateDetails of Proposed Use: meetings, luncheons, etc.Public Utilities: public water, public sewerAccess, Traffic and Parking: entrance is in back near rear parkingSpecial Physical Characteristics: -

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.

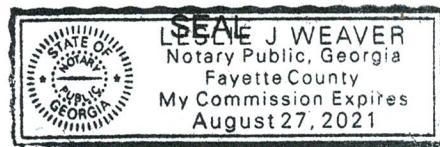
The City may require submission of additional information as may be useful in understanding the proposed use and development of the property.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION AND ALL ATTACHED INFORMATION IS TRUE AND CORRECT:

Date: February 2, 2021

Signed: Willie Weaver

Notary: W. Weaver



FOR OFFICE USE ONLY:

Date Received: ____ / ____ /20 ____ Received By: _____

Fee Amount Enclosed: \$ _____

Public Notice Sign Posted (Date) _____

Legal Ad Submitted (Date) _____

Legal Ad Published (Date) _____

Date Approved: ____ / ____ /20 ____

Date Denied ____ / ____ /20 ____

Permit Issued ____ / ____ /20 ____

Comment:



CITY OF JONESBORO

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

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: Willie Middleton II
 Name of Business: Jonesy's
 Property's Address: 120 N. McDonough St, Jonesboro
 Email Address: willie@nortsidremodeling.com
 Phone: (Day): 404.444.8737 (Evening): 404.444.8737

Property Information

Current Use of Property: Vacant basement of office suites
 Proposed Use of Property (Please provide in great detail the intended use of the property):
Event space for weddings, baby showers, networking/corporate meetings, luncheons, birthdays, etc. To supply kitchen for caterers. Two bathrooms for event attendees. Parking provided by lot in rear.
Will Middleton
1/23/2021
Date

Applicant's Signature

FOR OFFICE USE ONLY:

Current Zoning:

H2

NAICS Code:

531120

Required Zoning:

H1, H2, O71, MX, C2Conditional Use Needed? Yes or

No

 APPROVED DENIED

Comments:

NEEDS CONDITIONAL USE APPROVAL AND MUST COMPLY WITH SEC. 89-532

DW1/25/21

Date

Zoning Official Signature

Applicant – Willie Middleton II
Name of Business – Jonesy's
Address - 120 North McDonough Street
Zoning District – H1
NAICS – 531120
Proposed Use: Event center in basement

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
531120	Lessors of Nonresidential Building (except Miniwarehouses), including Event Centers (Excluding funerals and wakes)	N	N	N	N	N	C	C	C	C	N	C	N	Sec. 86-532

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. 86-532. NAICS 531120 – Lessors of Nonresidential Building (except Mini-warehouses), including Event Centers (Excluding funerals and wakes)

The following conditions are assigned in the O&I district:

(1) Off-street parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided.

(2) Any alcohol service and consumption on the premises must conform to Chapter 6 standards, Alcoholic Beverages.

- (3) Must be located in a stand-alone building (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).**
- (4) A minimum 50-foot wide buffer shall be maintained between built elements (including paved parking areas) of the proposed facility and any adjacent, residentially zoned property.**

David D. Allen, Zoning Administrator / Community Development Director
January 25, 2021

ZONING: H1
SETBACK
FRONT: 0'
SIDE: 0'
REAR: 0'

MIN. LOT FRONTAGE: 0'
MAX LOT COVERAGE: 0%

BOUNDARY REFERENCES:
1. SUBJECT DEED BOOK 11109, PAGE 539-543
2. PLAT BOOK 25, PAGE 165
3. SEE ADDONERS

ADDRESS
120 & 122 N MCDONOUGH STREET
JONESBORO, GEORGIA, 30236

FLOOD NOTE

AS PER THE F.I.R.M. FLOOD INSURANCE RATE MAP CITY OF JONESBORO
COMMUNITY PANEL NO. 13063 C 0088 F DATED JUNE 07, 2017. THIS
PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
THIS SITE DOES LIES WITHIN ZONE "X".

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in

Beginning at the intersection formed by the northwesterly

Said Tract or Parcel contains 000.000 square feet or 0.000 acres as.

BUILDING OWNER: MCKENZIE BROTHERS REALTY GROUP

EVENT SPACE APPLICANT: JONSEY'S (WILLIE MIDDLETON II)

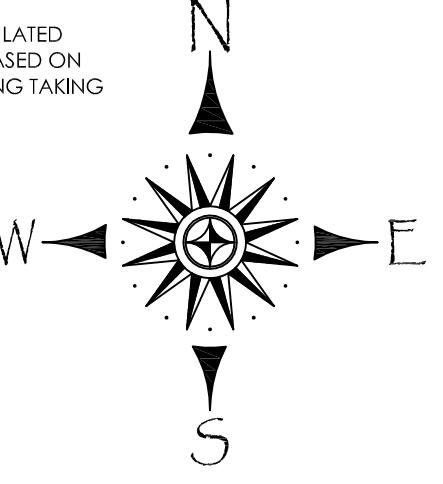
PID 13241B F003A
TOTAL SITE AREA
15,236 SQ. FT.
0.350 ACRES

122 N MCDONOUGH STREET
TOTAL SITE AREA
8,559 SQ. FT.
0.196 ACRES

120 N MCDONOUGH STREET
TOTAL SITE AREA
5,408 SQ. FT.
0.124 ACRES

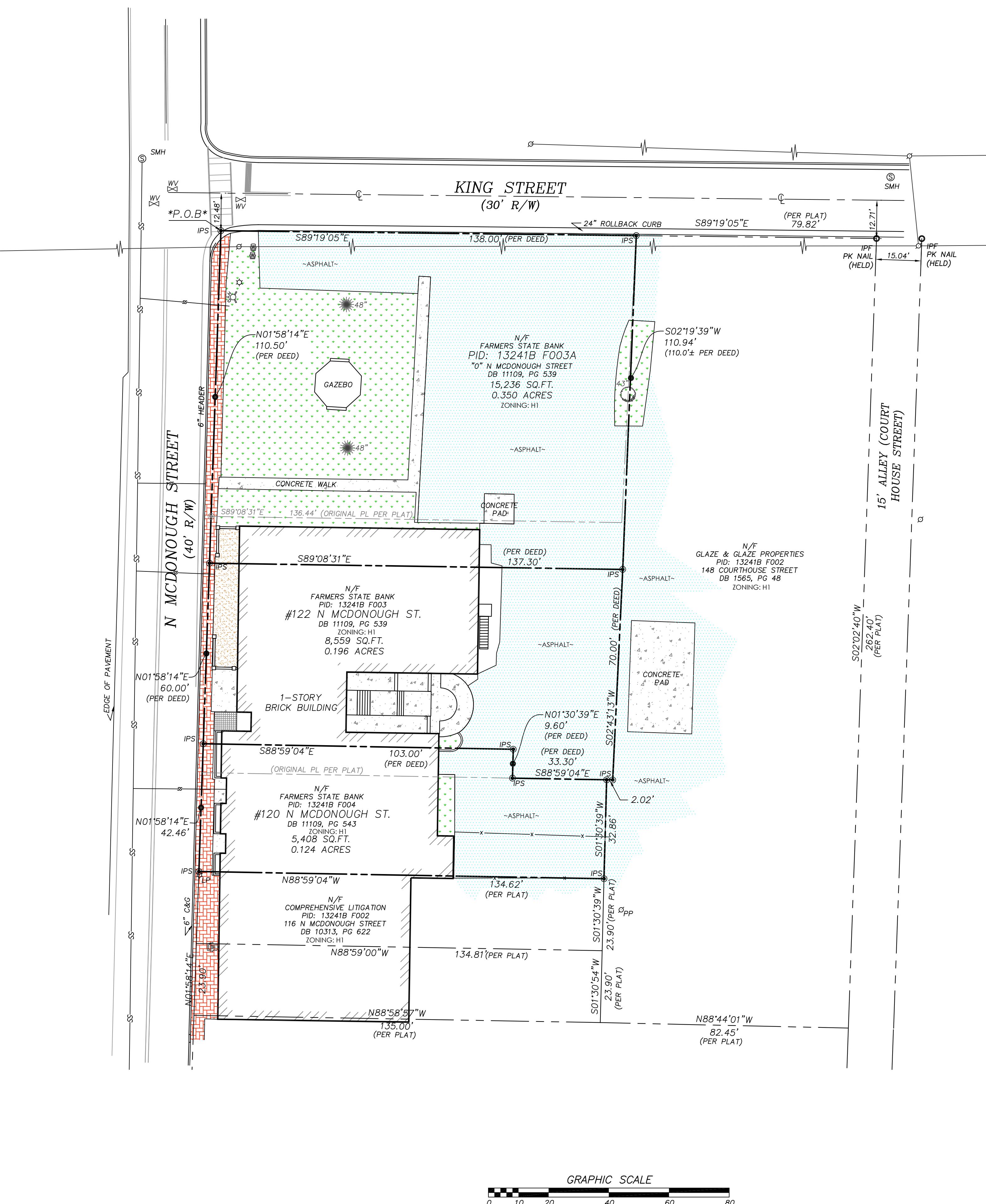
TOTAL SITE AREA
106,555 SQ. FT.
2.446 ACRES

ALL BEARINGS ARE CALCULATED
FROM ANGLES TURNED, BASED ON
SINGLE MAGNETIC READING TAKING
IN FIELD.



TITLE COMMITMENT
COMMITMENT NO. XXXX
EFFECTIVE DATE: DATE
12. DEED BOOK PAGE

SCHEDULE B - SECTION II
(AS SHOWN, N/A, NOT PLOTTABLE)
(TEXT)



SURVEYOR'S CERTIFICATE

To NAME, NAME, NAME:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include items 1 thru 4, 6(b), 7(a) and (b)(1), 8 thru 10, 11(a), 13, 16, 18 thru 20(a) of Table A of said requirements.

The field work was completed on JUNE 18, 2020.

This ____ day of _____, 2018.

X _____



THIS SURVEY ONLY INCLUDES OBJECTS THAT ARE VISIBLE
AND IS NOT RESPONSIBLE FOR UNDERGROUND UTILITIES
OR OTHER OBJECTS THAT ARE NOT APPARENT BY
VISUAL OBSERVATION, I.E. UNDERGROUND GAS TANKS,
GAS LINES, WATERLINES, SEWER LINES, ETC.

FIELD DATA STATEMENT:

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED
HAS A CLOSURE PRECISION EXCEEDING ONE FOOT IN 63,535
FEET AND AN ANGULAR ERROR OF 2.25 SECONDS PER ANGLE
POINT AND WAS ADJUSTED USING COMPASS RULE.

A TOPCON ES-10 INSTRUMENT WAS USED TO OBTAIN THE
LINEAR AND ANGULAR MEASUREMENTS FOR THE PREPARATION
OF THIS PLAT.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
FOUND TO EXCEED 1 IN 250,000+

LEGEND	
IPF	IRON PIN FOUND
IPS	1/2" REBAR SET
CMS	COUPLED METAL PIPE
R/W	RIGHT OF WAY
Q	CENTER LINE
R	PROPERTY LINE
FES	FLARED END SECTION
L.L.L.	LAND LOT LINE
T.B.M.	TOPIC BENCHMARK
INV.	INVERT ELEVATION
SMH	SANITARY SEWER MANHOLE
POWER POLE	POWER POLE
LIGHT POLE	LIGHT POLE
ICV	IRRIGATION CONTROL VALVE
△	TRAVERSE POINT (60' NAIL)
○	DRAINAGE MANHOLE
□	GAS VALVE
△	BENCHMARK
○	IRON PIN FOUND
PT	PERC. TEST (BOREHOLE)
4x4	4x4 TRANSFORMER
RRT	RAIL ROAD TIE WALL
PROPERTY LINE	X
FENCE	X
TELEPHONE LINE	T
CABLE LINE	C
WATER LINE	W
SANITARY SEWER LINE	SS
POWER LINE	PP
OPEN TOP PIPE	OTP
CRIMP TOP PIPE	CTP
REED	REED
Y.I.	YARD INLET
D.I.	DRAIN INLET
SMH	SAN. SEWER MANHOLE
CO	CLEANOUT
WATER METER	WATER METER
VALVE	VALVE
G.W.	G.W.
AC	AIR CONDITIONER
N/F	NOW OR FORMERLY
PT	PERC. TEST (BOREHOLE)
4x4	4x4 TRANSFORMER
RRT	RAIL ROAD TIE WALL

GRAPHIC SCALE
0 10 20 30 40 50 60 70 80

ALTA/NSPS LAND TITLE SURVEY FOR
MCKENZIE BROTHERS REALTY GROUP
120 N MCDONOUGH STREET, JONESBORO, GEORGIA 30236

REVISIONS:

DEED BOOK 11109, PAGE 539-545
LAND LOT 241 of the 13th DISTRICT
CLAYTON COUNTY, GEORGIA
DATE: 06/25/2020

MERIDIAN GEOMATICS, LLC
Land Surveying ~ Residential, Commercial & Municipal

216 Powers Ferry Road
Marietta, Georgia 30067
phone: (770) 675-6197
surveyingatlanta@gmail.com

DRWN BY
S.C.D.
JOB NO.
2020-133

11.1.e

NUMBER	DATE	REVISED BY	DESCRIPTION

DRAFT

Interior Renovation
1120 N McDonough St
202-588-2222

(A)scendant

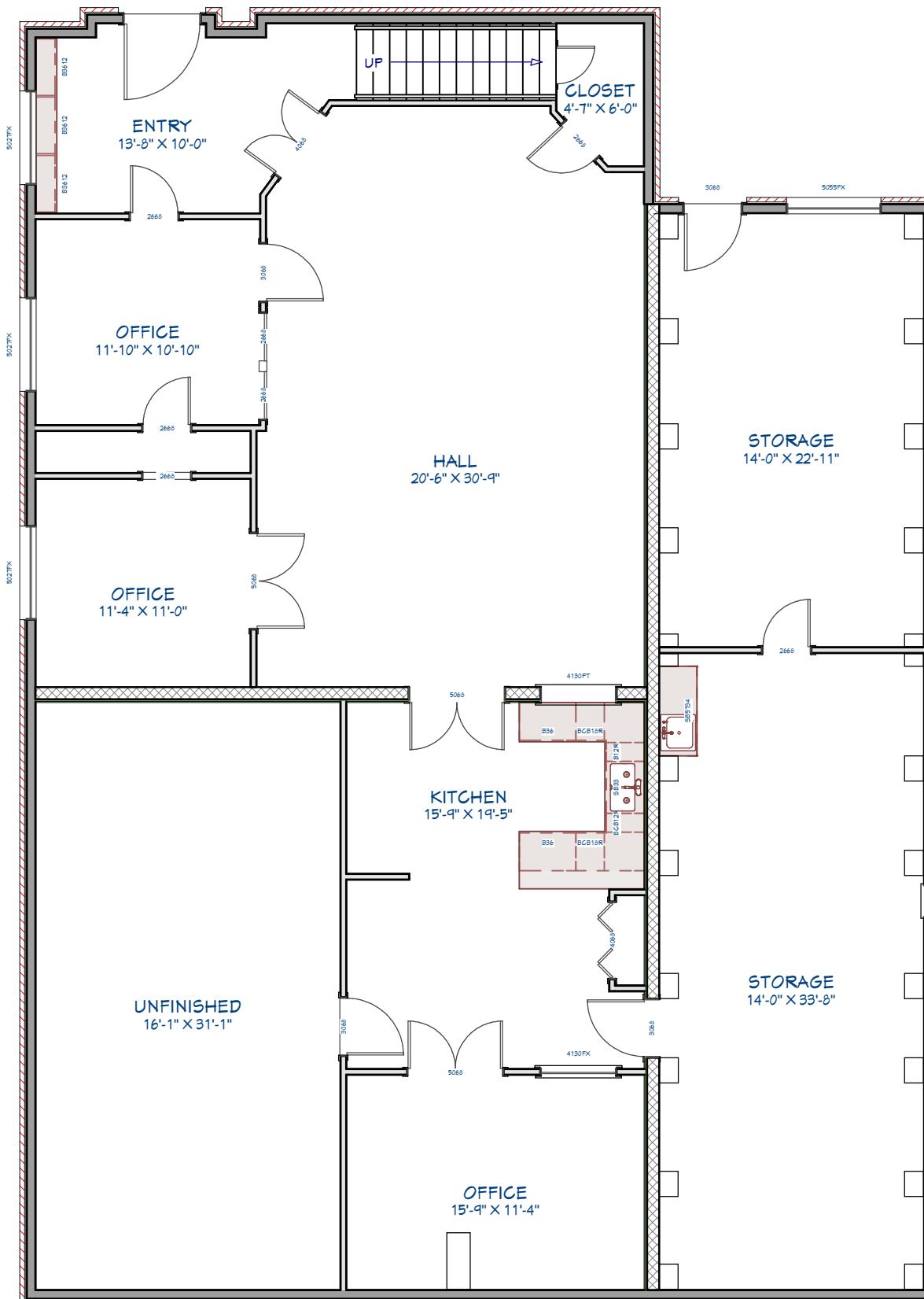
DATE:
18/202

CALE:

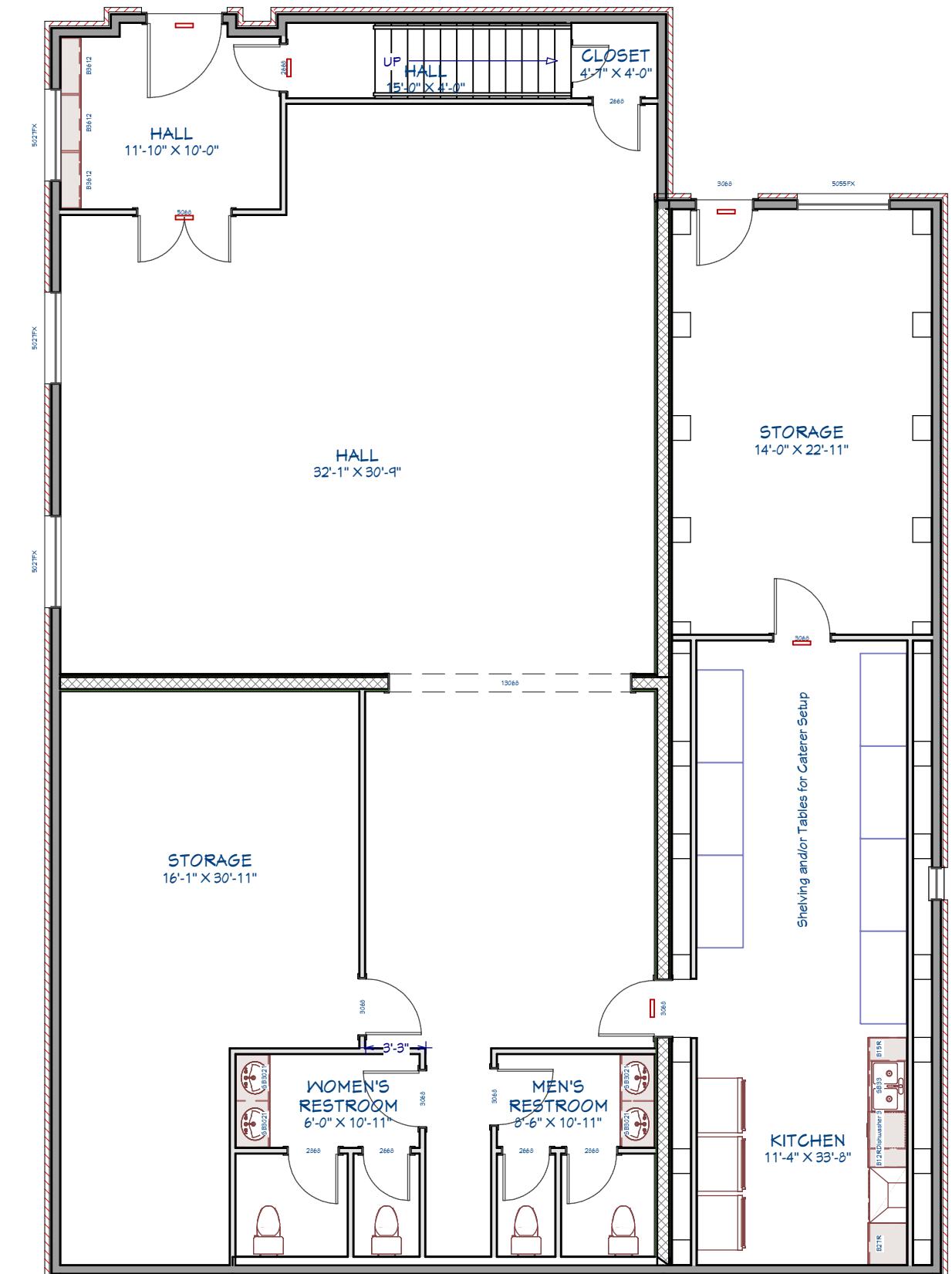
— 1 —

A1 1

Existing Floor Plan



Proposed Floor Plan



Legal Notice

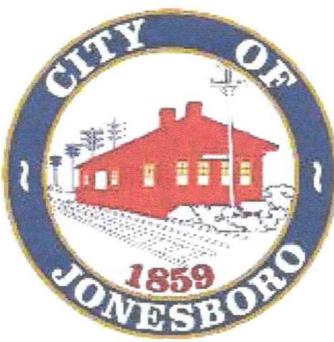
Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on March 8, 2021 via Zoom Meetings, to consider a Conditional Use Permit Application for an event center by Willie Middleton II, McKenzie Brothers Realty Group, property owner, for property located at 120 North McDonough Street (Parcel No. 13241B F003A), Jonesboro, Georgia 30236. Mayor and Council will first discuss this item at their Work Session via Zoom Meetings on March 1, 2021 at 6:00 P.M.

David Allen
Community Development Director

Publish 2/17/21



Attachment: Zoning Sign (1815 : 120 North McDonough Street Event Center)



MEMORANDUM

To: Willie Middleton II
3162 Dogwood Drive
Hapeville, Ga 30354

From: David D. Allen
City of Jonesboro
124 North Avenue
Jonesboro, GA 30236

Date: February 25, 2021

Re: Notification of Request for Conditional Use – Daycare, 120 North McDonough Street; Tax Map Parcel No. 13241B F003A

Dear Sir,

This letter is to serve as notification that the City of Jonesboro has received your request to review the following requested conditional use for the above referenced property:

- Event Center

A public hearing has been scheduled for Monday, March 8, 2021 at 6:00 pm with the Mayor and Jonesboro City Council via Zoom Meetings, to consider the request as described above. A preceding Work Session will be held by the Mayor and City Council via Zoom Meetings on March 1, 2021 at 6:00 pm. Your participation is strongly recommended at both meetings.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. D. Allen".

David D. Allen
Community Development Director / Zoning Administrator

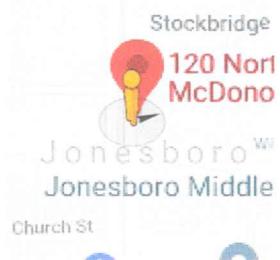


Image capture: Jun 2019 © 2021 Google

Jonesboro, Georgia

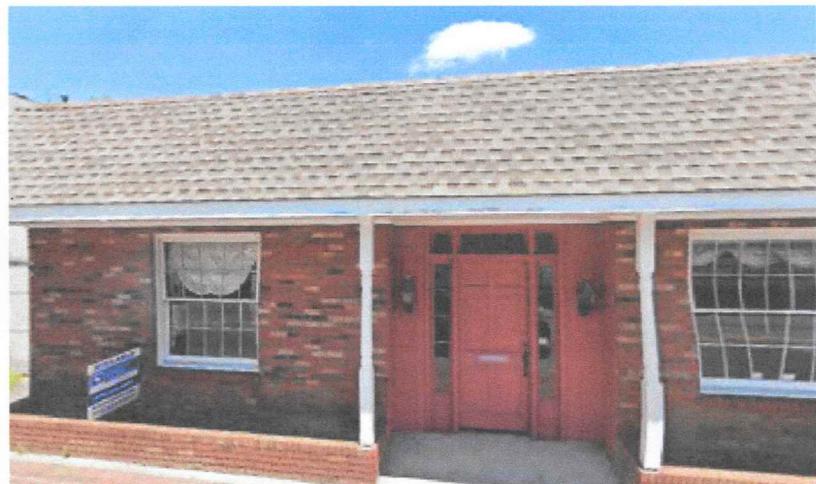
 Google

Street View





Map data ©2021, Map data ©2021 20 ft



120 N McDonough St

Jonesboro, GA 30236

Building



Directions



Save



Nearby



Send to your phone



Share

Photos



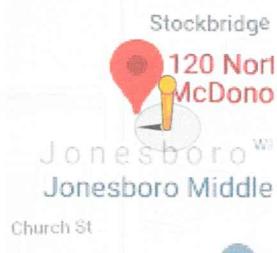
Image capture: Jun 2019 © 2021

Jonesboro, Georgia

 Google

Street View

Attachment: Existing Site 3 (1815 : 120 North McDonough Street Event Center)



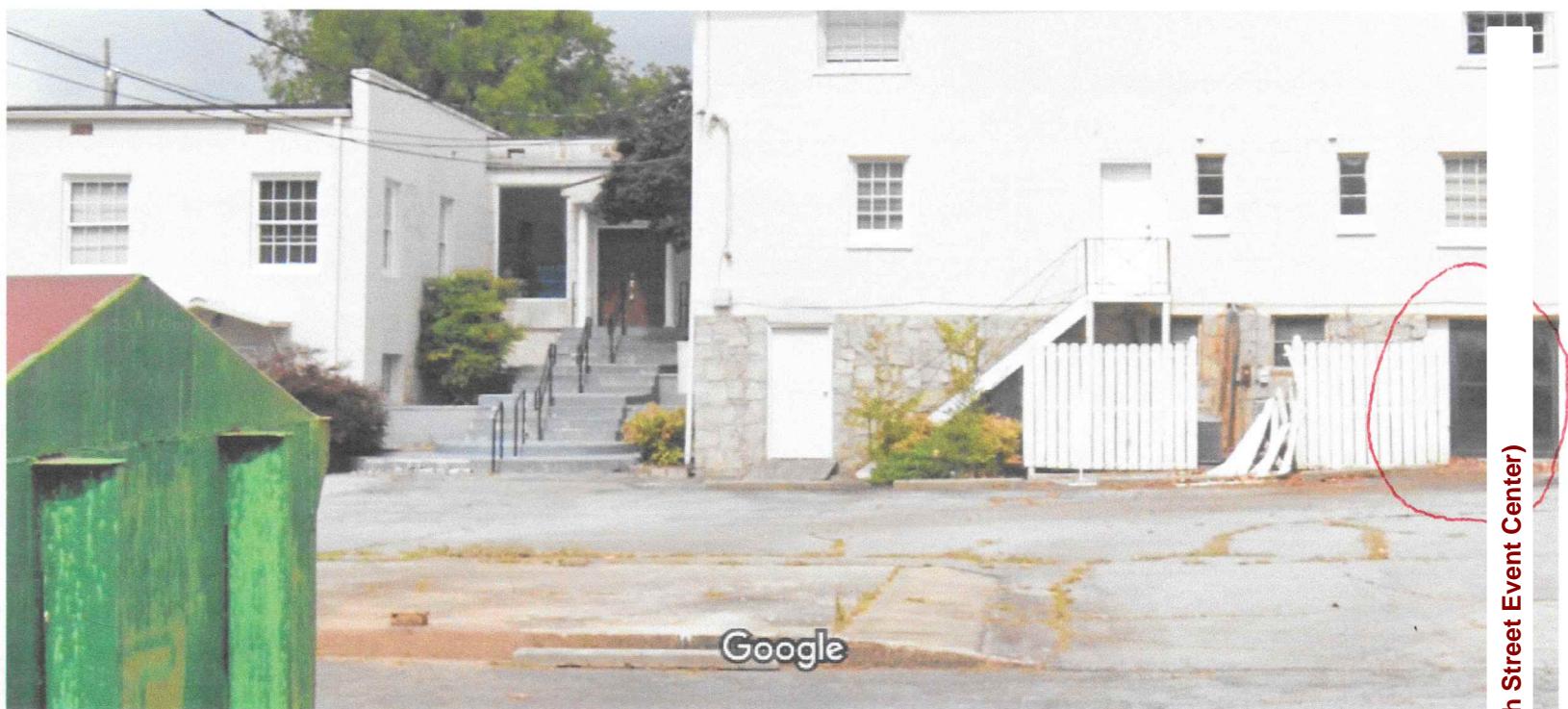


Image capture: Jun 2019 © 2021 Google

Jonesboro, Georgia



Street View



Attachment: Existing Site 4 (1815 : 120 North McDonough Street Event Center)



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

11.2

-2

COUNCIL MEETING DATE

March 8, 2021

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 Variance Application, 21-VAR-001, concerning building setback encroachments for a proposed townhome building, by McKinley Homes, for property located at 8364, 8362, 8360, and 8358 Douglass Trail (portion of Parcel No. 12017D B007), Jonesboro, Georgia 30236.

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

City Code Section 86-101 – RM Zoning Standards; Recorded Plat 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 – **Approval of setback variance;** The City portion of the Old Ivy Place Townhome development is nearing completion, and the subject property (building) is the only building yet to be started, needing variance approval on the front and rear setbacks to proceed. A variance on front-facing garages and the overall developer's agreement were approved in 2019.

The four lots in question, lots 50 through 53, are located on the east side of the cul-de-sac on the City side of Douglas Trail. Being a cul-de-sac, the front setback line is further into the lots than it would be on a lot located on a straight portion of street. Another significant factor with these lots is the 25-foot wide impervious setback that protects the stream along the eastern portion of the development. By staying clear of this impervious setback, the townhomes on these lots are forced to move forward more into the front yard and encroaching on the minimum front setback. There is a slight encroachment on the minimum rear setback, in keeping with the staggered design of the townhome units and trying to keep the front setback encroachment to a minimum. The setback variance is necessary to develop these very tight lots, owing to atypical site conditions – a cul-de-sac plus a stream buffer on the same lots.

The RM minimum setback standards are:

Minimum front yard: 25 feet, Minimum side yard: 25 feet, Minimum rear yard: 35 feet

However, the approved and recorded final plat, that the original townhomes were based on, are:

Minimum front yard: 20 feet, Minimum rear yard: 30 feet

Most of the setback encroachments were larger than what could be covered with a 10% (or 2 feet) administrative variance.

Rear setback encroachments:

Lot 50 – 3.7 feet beyond

Lot 51 – 3.7 feet beyond

Lot 52 – 1.7 feet beyond

Lot 53 – no encroachment

There should not be an issue with the rear setback variance, as none of these areas will be visible from the road.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date March, 8, 2021	03/01/21 REQUIRED	City Council PUBLIC HEARING Next: 03/08/21
Signature	City Clerk's Office		

Front setback encroachments:

Lot 50 – 2 feet beyond (at garage)
 Lot 51 – 3.7 feet beyond (at garage)
 Lot 52 – 4.6 feet beyond (at front porch); 4.2 feet beyond (at garage)
 Lot 53 – 2.1 feet beyond (at garage)

The main issue with the encroachment into the front setback and having the building being closer to the street is maintaining adequate driveway length to accommodate vehicle parking in the driveway. However, per the developer:

Keep in mind the right of way is 12 ft and back of sidewalk is 6' off curb so there is another 6' of drive picked up where the vehicle wont encumber the sidewalk access. A ford super cab is 20'7" (largest of trucks and what all the suvs chassis derive from) would not encroach the sidewalk on these as they are proposed. From back edge of sidewalk to front buildline is 21' 4". Even with the variance, this is adequate for nearly all vehicles.

Staff recommends approval of the variance, as approval will cause no substantial detriment to the townhome building or the development as a whole.

Update for 3.8.21 meeting: No changes since previous meeting.

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
- Application2
- Plat
- Site Plan
- Townhome Variance - Douglass Trail - Legal Notice March 2021
- Zoning Sign
- Meeting Acceptance Letter

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

VARIANCE REQUEST

Section 86-38. of the Jonesboro Zoning Ordinance allows for the issuance of an Administrative variances. An administrative variance may be granted up to ten percent of the standards of the above referenced chapter. In addition to the Variance Request, please provide a Letter of Intent to include each needed variance and the section of the City's code that pertains to each variance.

Please contact the Jonesboro City Hall (770) 478-3800 and speak with the City Clerk for further information.

Property Information:

(1-4 unit building)

Address: 8364, 8362, 8360, 8358 Douglas Trail Jonesboro Ga 302

Parcel Identification Number: Land lot 15, 17, 18 District 12 PB37 PG 172

Size: 2032 SF, 1720 SF, 1719 SF, 2307 SF

Owner: McKinley Homes

Note: if applicant is not the owner, the applicant must provide written permission from the owner – notarized, and owner's contact information. See Jonesboro City Hall staff to obtain permissible document.

Applicant Information:

Applicant Name: Carl Swenson McKinley Homes

Mailing Address: 655 Engineering Drive Suite 208 Peachtree Corners 3009

Email Address: CSwenson@mckinleyhomes.com Telephone: 404 643 6573

5. Please explain the reasoning for the variance and state whether it is a result of the applicant.

House plan encroaches the building setback lines front & rear. pushed units back as far as we could without encroaching the impervious setback (buffer). Original plat showed an alley running behind which we received a variance to remove.

6. Demonstrate how the variance is the only result to allow reasonable use of the property.

without variance units constructed on property would be significantly smaller which would devalue surrounding property

7. Will the granting of the requested variance be injurious to the public health, safety or welfare?

No

8. Will the requested variance be in harmony with the purpose and intent of the above referenced chapter and/or section?

Yes

Carl Swenson

PRINT NAME

2/11/2021

DATE



SIGNATURE

\$ 600

FEE AMOUNT

FOR OFFICE USE ONLY:

Date Received: ____ / ____ /20 ____

Information Reviewed By: _____

Actions Taken By: _____

Misc. Notes: _____

ATTACHMENT -1-

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 a variance for 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.

Jinsong Yang
PRINT NAME

J.S.Y.
SIGNATURE/DATE

NOTARY:

Natalia Mora C.
SIGNATURE/DATE 02/11/2021

SEAL



PROJECT INFORMATION:

Section of Ordinance in which variance is needed: _____

Requesting Variance from: _____ to: _____

Reason for Variance Request: *Building footprint encroaches front/rear setback lines (4' / 3'). Culdesac lot where radius of front build line restricts building envelope.*

VARIANCE REQUEST

1. What are the extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.

Size of lot as platted would not account for the 1500 sf minimum building size required.

2. List one or more unique characteristics that are generally not applicable to similarly situated properties.

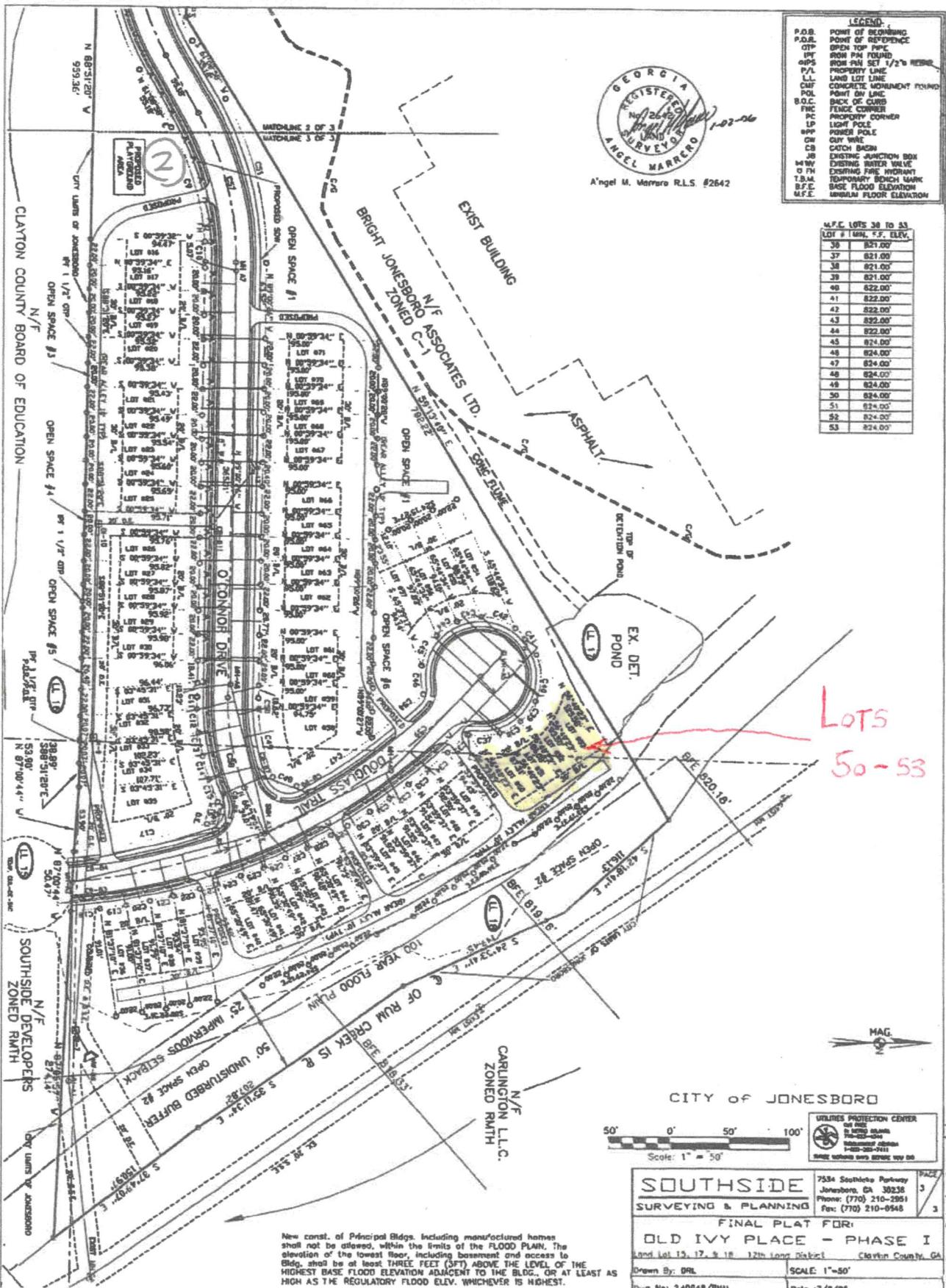
Culdesac front setback encumbers overall lot dimensions

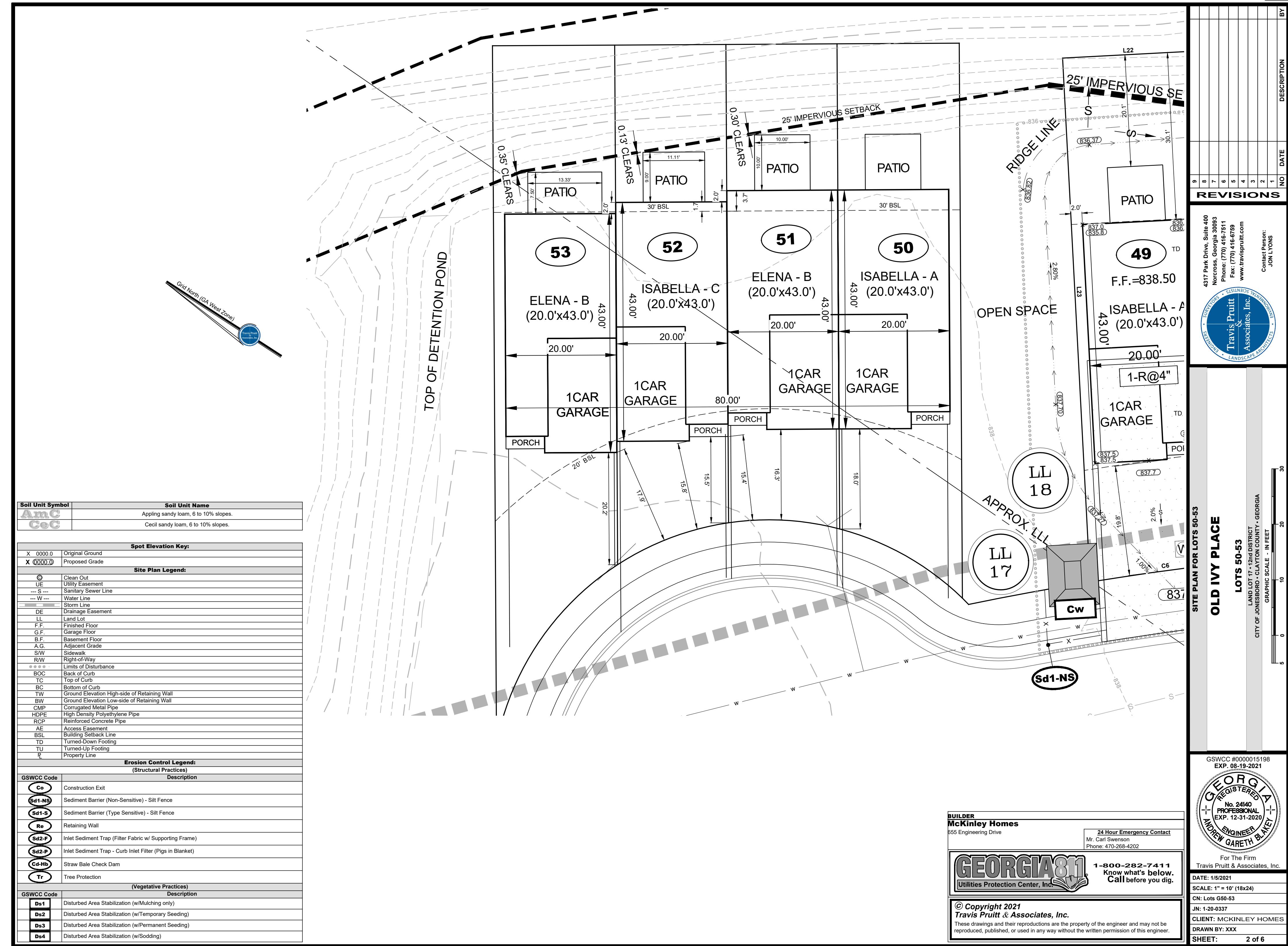
3. Provide a literal interpretation of the provisions of above referenced chapter and/or section that would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.

4. Demonstrate how a variance prevents reasonable use of the property.

It wouldn't

Exhibit "A" (cont.)





Legal Notice

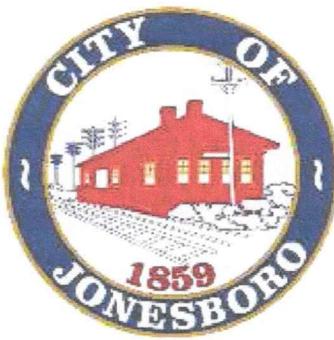
Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on March 8, 2021 via Zoom Meetings, to consider a Variance Application concerning building setback encroachments for a proposed townhome building, by McKinley Homes, for property located at 8364, 8362, 8360, and 8358 Douglass Trail (portion of Parcel No. 12017D B007), Jonesboro, Georgia 30236. Mayor and Council will first discuss this item at their Work Session via Zoom Meetings on March 1, 2021 at 6:00 P.M.

David Allen
Community Development Director

Publish 2/17/21



Attachment: Zoning Sign (1814 : Old Ivy Townhome Setback Variance)



MEMORANDUM

To: Carl Swenson
McKinley Homes
655 Engineering Dr., Suite 208
Peachtree Corners, Ga. 30092

From: David D. Allen
City of Jonesboro
124 North Avenue
Jonesboro, GA 30236

Date: February 25, 2021

Re: Notification of Request for Variance – Townhomes, Douglas Trail; Portion of Tax Map Parcel No. 12017D B007

Dear Sir,

This letter is to serve as notification that the Mayor and City Council of the City of Jonesboro have accepted your request for review of a variance for a proposed townhome building for the property located on Douglas Trail, Jonesboro Georgia.

A public hearing has been scheduled for Monday, March 8, 2021 at 6:00 pm with the Mayor and Jonesboro City Council via Zoom Meetings, to consider the request as described above. A preceding Work Session will be held by the Mayor and City Council via Zoom Meetings on March 1, 2021 at 6:00 pm. Your participation is strongly recommended at both meetings.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. D. Allen".

David D. Allen
Community Development Director / Zoning Administrator



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

Agenda Item #

-3

11.3

COUNCIL MEETING DATE

March 8, 2021

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 revised text amendment, 21-TA-005, Ord. 2021-005, to the City of Jonesboro Code of Ordinances, with the addition of Section 86-118 "Gateway South District Overlay" to Chapter 86 - Zoning, Article V – District Standards and Permitted Uses, of the City of Jonesboro Code of Ordinances.

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

Review and Approval of New Ordinance

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

Economic Development, Beautification, 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.*)

Sec. 86-118. – Gateway South District Overlay

(a) Factual. In adopting the City's Gateway South District Overlay zone (the "Gateway South District Overlay"), the City seeks to redefine its southern limits, which, with a few recent exceptions, is an area that has become a largely one-dimensional "production corridor", with a significant amount of aging buildings of declining value. With the exception of the Tara Boulevard Overlay District, the southern portion of the City lacks unifying, quality design guidelines to give it a new vitality and identity. Because Jonesboro has suffered from the general lack of investment characterizing Atlanta's south side, reinforced by a failure of south side incomes and housing values to keep pace with Atlanta's north side, establishment of this new district will serve as an impetus for reinvigorating development in the southern portions of the City and also serve as another source of more diverse, quality housing to supplement the City's aging housing stock.

(b) Definitions. For definitions of specific terms, refer to Code Section 86-62.

(c) Purpose. The purpose of the Gateway South District Overlay is to facilitate creation of a vibrant zone, or hub, with an intelligent mix of new commercial, office, residential, and even industrial, uses that, through thoughtful planning and quality design guidelines, will improve the viability of this strategic area of the City. The residential component of this District will help develop a more diverse range of quality housing to supplement the City's aging housing stock, including housing options for the 55-year-old plus, active-living demographic. The close proximity of new businesses, offices, and residences will continue to bolster the City's "live here, work here, play here" philosophy. The Gateway South District Overlay features a specific range of permitted, prohibited, and conditional uses superior to, and independent of, the Tara Boulevard Overlay District and other underlying zoning(s) and focused on the thoughtful reinvigoration of this area, in conjunction with the future goals and intent of the City's Comprehensive Plan.

(d) Applicability. Unless expressly modified by regulations in this article establishing the Gateway South District Overlay, the regulations governing the use of land and structures shall be as set forth in the underlying zoning districts and as regulated by other provisions of this Code. Unless otherwise stated in this Section, the current architectural design standards shall control development in the Gateway South District Overlay, unless alternate provisions are adopted in the Gateway South District Overlay. Exterior architectural design features shall be subject to review and approval by the Design Review Commission. Where a conflict with other city Code and ordinance provisions exists, the more restrictive standard shall apply. The Gateway South District Overlay shall supersede the requirements of the Tara Boulevard Overlay and the Assembly Overlay, wherever they may overlap with its geographical boundaries.

(e) Geography. The Gateway South District Overlay occurs along the entire southern City limits and its intersection with Tara Boulevard, South Main Street, and Turner Road, then running north along a line connecting the intersections of Highway 54 and Tara Boulevard, South Avenue and Tara Boulevard, Batiste Park Road and South Main Street, and Elaine Terrace and Turner Road. The district is more specifically identified in the following figure entitled "Exhibit A: Jonesboro Gateway South District Overlay."

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date March, 8, 2021	03/01/21 ITEM	City Council CONSENT AGENDA Next: 03/08/21
Signature	City Clerk's Office		

(f) Scale. The corridors of Tara Boulevard and, to a lesser extent, South Main Street, serve as the main "gateway points" for citizens approaching the City of Jonesboro from the south, and are the current focus of the Gateway South District Overlay. Although Jonesboro is recognized for its distinctive and historic downtown, and recent residential and commercial developments to the north of downtown, the southern portion of the City currently suffers from a lack of identity and diversity of uses. A renewed sense of place in the southern portion of the City will be maintained by the strict building quality and use standards in the Gateway South District Overlay and will serve as a catalyst for other quality future development throughout Jonesboro.

11.3

Update for March 1st meeting: Per comments received in January, a number of uses that were formerly in the Prohibited Uses section have been moved to the Conditional Uses section. A few other minor changes were made, as indicated in red. The Mayor and Council need to confirm the boundaries of this District, especially whether or not the Turner Road area needs to be included.

Update for March 8th meeting: Several more previously prohibited uses were added to the conditional use section for Council's consideration, per Councilwoman Messick's request:

I feel we can move a few of the non-permitted items to at least conditional use, allowing us more options to consider as we grow.
For our residents:

Nursing care facilities and/or continuing care and physical rehab facilities (many adults need a few weeks of rehab after a major medical occurrence, and having a place near home would certainly benefit the spouses)

The following could benefit both residents as well as tourist as we consider that active senior adults will certainly have family members visiting and seek fun family orientated activities like:

Motion picture Theaters

Zoos or Botanical Gardens

Golf Courses/Mini Golf

Golf Cart Rentals

Mobile Food Services such as food trucks

Nursery, tree and Floriculture production (like a greenhouse)

Fiscal Impact

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

n/a

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

- Gateway South Overlay District - REV March 2021
- Exhibit A
- Gateway South Overlay District - REV March 8 2021

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

Approval

Sec. 86-118. – Gateway South District Overlay

- (a) *Factual.* In adopting the City's Gateway South District Overlay zone (the "Gateway South District Overlay"), the City seeks to redefine its southern limits, which, with a few recent exceptions, is an area that has become a largely one-dimensional "production corridor", with a significant amount of aging buildings of declining value. With the exception of the Tara Boulevard Overlay District, the southern portion of the City lacks unifying, quality design guidelines to give it a new vitality and identity. Because Jonesboro has suffered from the general lack of investment characterizing Atlanta's south side, reinforced by a failure of south side incomes and housing values to keep pace with Atlanta's north side, establishment of this new district will serve as an impetus for reinvigorating development in the southern portions of the City and also serve as another source of more diverse, quality housing to supplement the City's aging housing stock.
- (b) *Definitions.* For definitions of specific terms, refer to Code Section 86-62.
- (c) *Purpose.* The purpose of the Gateway South District Overlay is to facilitate creation of a vibrant zone, or hub, with an intelligent mix of new commercial, office, residential, and even industrial, uses that, through thoughtful planning and quality design guidelines, will improve the viability of this strategic area of the City. The residential component of this District will help development a more diverse range of quality housing to supplement the City's aging housing stock, including housing options for the 55-year-old plus, active-living demographic. The close proximity of new businesses, offices, and residences will continue to bolster the City's "live here, work here, play here" philosophy. The Gateway South District Overlay features a specific range of permitted, prohibited, and conditional uses superior to, and independent of, the Tara Boulevard Overlay District and other underlying zoning(s) and focused on the thoughtful reinvigoration of this area, in conjunction with the future goals and intent of the City's Comprehensive Plan.
- (d) *Applicability.* Unless expressly modified by regulations in this article establishing the Gateway South District Overlay, the regulations governing the use of land and structures shall be as set forth in the underlying zoning districts and as regulated by other provisions of this Code. Unless otherwise stated in this Section, the current architectural design standards shall control development in the Gateway South District Overlay, unless alternate provisions are adopted in the Gateway South District Overlay. Exterior architectural design features shall be subject to review and approval by the Design Review Commission. Where a conflict with other city Code and ordinance provisions exists, the more restrictive standard shall apply. The Gateway South District Overlay shall supersede the requirements of the Tara Boulevard Overlay and the Assembly Overlay, wherever they may overlap with its geographical boundaries.
- (e) *Geography.* The Gateway South District Overlay occurs along the entire southern City limits and its intersection with Tara Boulevard, South Main Street, and **Turner Road**, then running north along a line connecting the intersections of Highway 54 and Tara Boulevard, South Avenue and Tara Boulevard, Batiste Park Road and South Main Street, and **Elaine Terrace and Turner Road**. The district is more specifically identified in the following figure entitled "Exhibit A: Jonesboro Gateway South District Overlay." **Include Turner Road?**

(f) *Scale.* The corridors of Tara Boulevard and, to a lesser extent, South Main Street, serve as the main “gateway points” for citizens approaching the City of Jonesboro from the south, and are the current focus of the Gateway South District Overlay. Although Jonesboro is recognized for its distinctive and historic downtown, and recent residential and commercial developments to the north of downtown, the southern portion of the City currently suffers from a lack of identity and diversity of uses. A renewed sense of place in the southern portion of the City will be maintained by the strict building quality and use standards in the Gateway South District Overlay and will serve as a catalyst for other quality future development throughout Jonesboro.

(g) *Regulation of Uses.* Uses permitted by the underlying zoning(s) are unaffected by adoption of the Gateway South District Overlay, except as specified below; the following uses shall be specifically regulated in the Gateway South District Overlay:

- 1) *Permitted uses:*
 - (a) Single-family detached dwelling, site-built, as part of a planned major subdivision only;
 - (b) Hotels (except Casino Hotels) and Motels (except Extended Stay Facilities), that meet the specified requirements of this Sec. 86-118 (k)(4) and Sec. 86-554.
 - (c) General Medical Centers / Hospitals, that meet the specified requirements of this Sec. 86-118. and Sec. 86-504, and not prohibited below.
 - (d) **Construction Offices, without outdoor storage, meeting the requirements of Sec. 86-118 (k)(5);**
- 2) *Prohibited uses:* The following primary uses, which otherwise may be permitted or allowed by conditional use permit in other City zoning districts, shall be prohibited in the Gateway South District Overlay:
 - (a) Community Food Services, such as Food Banks;
 - (b) Community Housing Services;
 - (c) Nursing Care Facilities, including Nursing Homes;
 - (d) Residential Mental Health Facilities;
 - (e) Residential Developmental Disability Homes (Major Disability);
 - (f) Residential Mental and Substance Abuse Care;
 - (g) Continuing Care, Assisted Living Facilities;
 - (h) Ambulance Services (Transportation);
 - (i) Blood and Organ Banks;
 - (j) Psychiatric and Substance Abuse Hospitals;
 - (k) Other Residential Care Facilities Care, Personal Care Homes;
 - (l) Other Residential Care Facilities Care, Group Homes for Adults without major disabilities, and not involving Mental Health or Substance Abuse);
 - (m) Other Residential Care Facilities Care, Youth Homes;
 - (n) Racetracks, including small vehicles, go-karts and motorcycles;
 - (o) Amusement and Theme Parks;
 - (p) Amusement Arcades, primarily indoor;
 - (q) Other Amusement and Recreation Industries;
 - (r) Billiard and Pool Halls;

- (s) Recreational Shooting Clubs;
- (t) Hookah Lounge (Smoking Bar, but not Cigar Lounge);
- (u) Cigar Lounges, with or without alcoholic beverage service;
- ~~(v) **Bowling Centers;**~~
- (w) Golf Courses and Country Clubs;
- (x) Motion Picture Theaters (including drive-ins);
- (y) Zoos and Botanical Gardens;
- (z) Construction Offices, with ~~or without~~ outdoor storage;
- (aa) All Other non-depository Credit Intermediation, including Pawn Shops;
- (bb) Other Activities related to Credit Intermediation, including Check Cashing Services;
- (cc) Facilities Support Services;
- (dd) Kidney Dialysis Centers;
- (ee) Lessors of Nonresidential Building (except mini warehouses), including Event Centers (excluding funerals and wakes);
- ~~(ff) **Massage Parlors;**~~
- (gg) Temporary Help Services, Manual Labor Pools;
- ~~(hh) **Veterinary Services, including Animal Hospitals;**~~
- (ii) Outdoor Advertising, Large-scale, including Billboard Displays;
- (jj) All Types of Vehicle Repair and Maintenance;
- (kk) All Other Travel Accommodation, including Short Term Rentals (Air bnbs);
- (ll) Appliance Repair and Maintenance;
- (mm) Armored Car Services;
- (nn) Car Washes;
- (oo) Cemeteries;
- (pp) Crematories, within Funeral Homes or Stand Alone;
- (qq) Coin-Operated Laundries and Drycleaners, drop-off;
- (rr) Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance; no outdoor storage;
- (ss) Small and Heavy Machinery and Equipment Rental and Leasing;
- (tt) Consumer Electronics and Appliances Rental;
- (uu) Recreational Goods Rental, including golf cart rentals;
- (vv) All Types of Consumer Goods Rental;
- (ww) Direct Selling Establishments, including Fuel Dealers;
- (xx) Electronic and Precision Equipment Repair and Maintenance;
- (yy) Electronic Shopping and Mail-Order Houses;
- (zz) Funeral Homes and Funeral Services;
- (aaa) General Rental Centers;
- (bbb) Home and Garden Equipment Repair and Maintenance;
- (ccc) Linen and Uniform Supply;
- (ddd) Miscellaneous Personal Services, including bail bonding, dating services, shoe-shine services, wedding planning, fortunetelling and similar uses;
- (eee) Motor Vehicle Towing and Storage;
- (fff) Office Machinery and Equipment Rental and Leasing;

- (ggg) Parking Lots and Garages, Commercial;
- (hhh) Passenger Car Rental and Leasing;
- ~~(iii) Pet Care, Grooming, Training, Pet Sitting (except Veterinary Services);~~
- (jjj) Animal Kennels / Boarding;
- (kkk) Animal Rescue Shelter, Public or Private;
- ~~(lll) Technical and Trade Schools;~~
- (mmm) Apprenticeship Training;
- (nnn) Repossession Services;
- (ooo) Re-upholstery and Furniture Repair;
- (ppp) Rooming and Boarding Houses;
- (qqq) Services to Buildings and Dwellings, (including pest control, janitorial services, landscape services, carpet and upholstery cleaning, pool maintenance, drain or gutter cleaning);
- (rrr) Other Support Services, including packaging and labeling, convention and trade show organizers, inventory, traffic control, water conditioning, lumber grading and related services;
- (sss) Telemarketing Bureaus;
- (ttt) Tour Operators with Tour Vehicles;
- (uuu) Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing, including Moving Truck Rental;
- (vvv) Vending Machine Operators;
- (www) Video Tape and Disc Rental;
- (xxx) Other Schools and Instruction;
- (yyy) Vocational Rehabilitation Services;
- (zzz) All Types of Waste Collection and Treatment;
- (aaaa) Materials Recovery Facilities, including collection bins for recyclable materials;
- (bbbb) Septic Tank and Related Services;
- (cccc) Automotive Parts and Accessories Stores, with or without outdoor storage;
- (dddd) Building Material and Supplies Dealers, including Lumber Yards;
- (eeee) All Types of Vehicle Dealers, New or Used;
- (ffff) Wholesale Trade Agents & Brokers, including Automobile Brokers (Office Only);
- (gggg) Convenience Food Stores, with or without fuel pumps;
- (hhhh) Gasoline Stations and Truck Stops;
- ~~(iii) Store Retailers not Specified Elsewhere, including Fireworks Shops but not Tobacco Stores;~~
- (jjjj) Food Service Contractors;
- (kkkk) Home Centers (Building Materials and Supplies);
- ~~(lll) Lawn and Garden Equipment and Supplies Stores;~~
- (mmmm) Nursery, Garden, and Farm Supply Stores;
- (nnnn) Mobile Food Services, Including Carts, Individual Food Trucks, and Food Truck Courts;
- (oooo) Motorcycle, Boat, RV, ATV, and other vehicle dealers;
- ~~(pppp) Restaurants, Limited Service, including Fast Food and Take Out, with drive-through windows;~~

(qqqq)	Tire Dealers;
(rrrr)	Truck Transportation (Freight);
(ssss)	Used Merchandise Stores, including Thrift Stores and Consignment Stores;
(tttt)	Warehouse Clubs and Supercenters;
(uuuu)	All Other Miscellaneous Store Retailers, including Flea Markets;
(vvvv)	Tobacco Stores, Cigar Shops, and Vape Shops, but not Cigar Lounge;
(www)	Mini-warehouses and Self-Storage Units (indoor and outdoor);
(xxxx)	All types of manufacturing not allowed by conditional use permit in this section;
(yyyy)	Breweries, Large-Scale;
(zzzz)	Distilleries, Large-Scale;
(aaaaa)	Charter Bus Industry;
(bbbb)	Freight Transportation Arrangement;
(cccc)	Packing and Crating;
(ddddd)	Scenic and Sightseeing Transportation;
(eeee)	Special Needs Transportation;
(fffff)	Interurban and Rural Bus Transportation;
(ggggg)	Taxi and Limousine Service;
(hhhhh)	School and Employee Bus Transportation;
(iiiii)	Support Activities for Transportation;
(jjjjj)	Nursery, Tree, and Floriculture Production;
(kkkkk)	Animal, Poultry, and Egg Production;
(lllll)	Water and Sewage Systems, including Treatment Facilities;
(mmmmm)	Adult Entertainment Facilities;
(nnnnn)	Tattoo Parlors;

3) *Conditional uses:* The following primary uses, which may otherwise be permitted in other City zoning districts, shall require a conditional use permit in the Gateway South District Overlay:

- Mixed-use dwelling, including lofts, meeting the requirements of Section 86-182, and as part of a major planned development only;
- Two-family dwelling (duplex) as part of a planned major subdivision only;
- Single-family attached (townhouses and condominiums), as part of a planned major subdivision only;
- Multifamily (apartments), as part of a major planned development only;
- Bed-and-Breakfast Inns;
- Personal & Household Goods Repair & Maintenance, including jewelry, garments, watches, musical instruments and bicycles; no outdoor storage;
- Other Household Goods Repair and Maintenance;
- Floor Covering Stores;
- Hardware Stores;
- Pet and Pet Supplies Stores, no outdoor storage or displays;
- Outdoor Farmers Market;
- Warehousing and Storage with no outdoor storage;
- Furniture and Related Product Manufacturing, with no outdoor storage;

- (n) Miscellaneous Manufacturing (including toys, jewelry, silverware, medical / dental equipment and supplies, sporting goods, office supplies, signs, caskets, gaskets, home accessories, etc. and similar processing/assembly of products), with no outdoor storage
- (o) Postproduction and Other Related Industries;
- (p) Apparel and Apparel Accessories Manufacturing, with no outdoor storage;
- (q) Wood Product Manufacturing, Including Millwork, with no outdoor storage;
- (r) Computer and Electronic Product Manufacturing, with no outdoor storage;
- (s) Rail Transportation Company (office only);
- (t) **Bowling Centers;**
- (u) **Massage Therapy, State Licensed Only;**
- (v) **Veterinary Services, including Animal Hospitals;**
- (w) **Pet Care, Grooming, Training, Pet Sitting (except Veterinary Services);**
- (x) **Technical and Trade Schools;**
- (y) **Store Retailers not Specified Elsewhere, including Fireworks Shops but not Tobacco Stores;**
- (z) **Restaurants, Limited-Service, including Fast Food and Take-Out, with drive-through windows;**
- (aa) **Breweries, Large-Scale;**
- (bb) **Distilleries, Large-Scale;**

4) *Permitted accessory uses.* Regarding residential, office, and commercial uses.

- (a) Recreational amenities for residential communities, including, but not limited to clubhouses, gazebos, swimming pools, and walking trails.
- (b) Paved parking areas for residents and patrons only;
- (c) Stick-built storage buildings directly related to building and grounds maintenance of properties, not to exceed 500 square feet;
- (d) Mail kiosks;
- (e) Necessary signage, **per Sign Ordinance and Design Review Commission standards.**

(h) *Minimum size of dwelling units.* One of the main focuses of the minimum size of dwelling units in the Gateway South Overlay District is to reflect the unique needs of the active, 55-plus demographic with their emphasis on childless homes and low maintenance living spaces and the sizes specified below shall prevail over the regular size standards specified in Section 86-205, R-M zoning. The intent of the Gateway South Overlay District, regarding attached housing such as apartments, duplexes, and townhomes, is smaller-sized, higher-quality dwelling units. Ample-sized, single-family detached homes with high-quality architectural standards are also allowed in planned developments in this District.

1. *Single-family detached dwellings.* 1600 heated square feet per unit.
2. *Duplex dwellings.*
 - a. One-bedroom units: 1000 heated square feet per unit.
 - b. Two-bedroom units: 1300 square feet per unit.
 - c. Three-bedroom units: 1500 square feet per unit.

3. *Single-family attached dwellings (townhouses and condominiums).* 1200 heated square feet per unit.
4. *Multi-family (apartments).*
 - a. One-bedroom units: 825 heated square feet per unit.
 - b. Two-bedroom units: 1025 square feet per unit.
 - c. Three-bedroom units: 1325 square feet per unit.
5. *Mixed-use dwelling, including lofts (no street level units allowed).* 1000 heated square feet per unit.

(i) *Density and maximum number of residential units.*

1. *Single-family attached dwellings (townhouses and condominiums).*
 - a. Maximum number of units per building: 8
 - b. Maximum number of units per development: 96
 - c. Maximum density: 12 units per acre
2. *Multi-family (apartments).*
 - a. Maximum number of units per building: None
 - b. Maximum density: 40 units per acre

(j) *Maximum building height.* 4 stories and 60 feet. No building shall be erected that would exceed the elevation of the Clayton County Courthouse. Buildings having a height greater than that of the courthouse may be approved, provided that the site elevation will permit such construction to remain below the highest point of the courthouse.

(k) *Exterior architectural design and material standards.* The following minimum architectural standards shall apply to exterior façade materials. The Design Review Commission and the Mayor and City Council may impose additional standards in the required developer's agreement.

1) *Multifamily and townhomes / condominiums.*

- (a) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.
- (b) *Permitted primary materials.* Primary building materials for all exterior wall facades shall be constructed, at a minimum, of full-depth brick (not veneers) for the bottom two-thirds of each building, on all sides, plus a combination of at least two of the following options for the remaining one-third of the building: cast stone, cementitious siding (Hardiboard), or glass. (Note: Exterior façade delineations do not include windows or trim.)

(c) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.

(d) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia. Any window trim shall be cementitious siding (Hardiboard) only.

(e) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(f) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(g) *Porches and balconies.* All multifamily dwelling units shall each have minimum 6-foot deep exterior porches (ground floor) and balconies (upper floor), with direct access to the interior of each dwelling unit via sliding doors. Porches and balconies shall be partially contained on the open side by decorative wood railings. Ground floor porches facing inner courtyards shall each be provided with a self-latching gate for access to courtyard amenities.

(h) *Developer's agreement.* A developer's agreement specifying all pertinent exterior design standards shall be approved by the Mayor and City Council prior to construction of multifamily and townhome / condominium developments.

2) *Two-family dwellings (duplexes).*

(a) All duplexes shall be constructed with "cottage-style" exteriors.

(b) *Prohibited materials.* Metal siding, vinyl siding, and concrete block, as primary building materials, are prohibited.

(c) *Permitted primary materials.* Primary building materials for all exterior wall facades shall be constructed of either full-depth brick (not veneers) or cementitious siding (Hardiboard), or a combination thereof. For duplexes with cementitious siding as the primary exterior on all four sides, a full-depth brick water table shall be provided on all sides.

(d) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick and wood panels (including wood shake).

(e) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia. Any window trim shall be cementitious siding (Hardiboard) only.

(f) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(g) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(h) *Developer's agreement.* A developer's agreement specifying all pertinent exterior design standards shall be approved by the Mayor and City Council prior to construction of developments involving duplexes.

3) *Mixed use dwelling, including lofts.*

(a) No residential unit shall occupy a street level (ground floor) space.

(b) *Prohibited materials.* Metal siding, vinyl siding, and concrete block, as primary building materials, are prohibited.

(c) *Permitted primary materials.* Primary building materials for all exterior wall facades for street level uses (commercial, offices, etc.) shall be constructed, at a minimum, of 50% full-depth brick (not veneers) on all sides, plus a combination of at least two of the following options for the remaining half: cast stone, cementitious siding (Hardiboard), or glass. Primary building materials for all exterior wall facades for dwellings on upper floors shall be a combination of full-depth brick (not veneers), cast stone, cementitious siding (Hardiboard), or glass. Brick, stone, or cementitious siding used on dwellings shall match color of same materials used for street level uses.

(d) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick and wood panels (including wood shake).

(e) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia. Any window trim shall be cementitious siding (Hardiboard) only.

(f) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(g) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

4) *Hotels and motels.*

(a) Must be located in a stand-alone building (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).

(b) Shall be no higher than four (4) stories in height.

(c) Lodging rooms shall be accessed through a central lobby.

(d) Lodging rooms shall be cleaned by professional staff daily.

(e) No hotel or motel shall allow a person or persons to occupy any such facility for more than thirty (30) days during a one-hundred eighty (180) day period, except where:

(1) Occupation of a hotel, motel, or extended stay facility in excess of thirty (30) consecutive days in a one hundred eighty (180) period may occur when a specific business entity desires such occupation for an employment-related

purpose which requires temporary occupancy, including, but not limited to, relocation service

(f) A minimum 25-foot wide buffer shall be maintained between built elements (including paved parking areas) of the proposed facility and any adjacent, single-family detached residential property.

(g) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.

(h) *Permitted primary materials.* Primary building materials for all exterior wall facades shall be constructed, at a minimum, of full-depth brick (not veneers) for the bottom two-thirds of each building, on all sides, plus a combination of at least two of the following options for the remaining one-third of the building: cast stone, cementitious siding (Hardiboard), high-quality stucco or glass. (Note: Exterior façade delineations to not include windows or trim.)

(c) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.

(d) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia.

(e) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(f) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(g) *Entrance features.* All customer entrances located along the front façade, shall feature a combination of three or more of the following features: canopies and porticos, overhangs, recesses or projections, arcades, raised / corniced parapets, peaked roof forms, arches, display windows, and architectural details, such as tile work and moldings which are incorporated into the building structure and design.

(h) *Minimum facade height.* A minimum facade height of 18 feet shall be maintained on arterial and collector roadways.

(i) *Roof features.* Rooflines shall incorporate roof features (extensions, and/or projections such as a gable, parapet, dormers or others) that achieve visual interest through variation of the roofline. These features shall conform to the following specifications:

1. Roof features shall not exceed the average height of the supporting walls.
2. The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.

3. Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
4. The roof pitch of sloped roofs shall be a minimum of 4:12 (vertical to horizontal).

(j) *Rooftop equipment.* All rooftop equipment shall be screened from public view by parapets, dormers or other screens.

5) *Other commercial and office buildings.*

(a) *For lots directly fronting Tara Boulevard or South Main Street.*

- (1) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.
- (2) *Permitted primary materials.* Primary building materials for the exterior wall facade most directly facing Tara Boulevard or South Main Street shall be constructed, at a minimum, of 70% full-depth brick (not veneers) plus the following options for the remainder of the wall facade: cast stone, cementitious siding (Hardiboard), high-quality stucco or glass. Primary building materials for exterior wall facades not directly facing, but still viewable from Tara Boulevard or South Main Street shall be constructed, at a minimum, of 50% full-depth brick (not veneers) plus the following options for the remainder of the wall facades: cast stone, cementitious siding (Hardiboard), high-quality stucco or glass. (Note: With the priority being majority brick façades, the 40% window coverage requirement for the Tara Boulevard Overlay District will not be considered.)
- (3) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.
- (4) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia.
- (5) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.
- (6) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.
- (7) *Entrance features.* All customer entrances located along the front façade, shall feature a combination of three or more of the following features: canopies and porticos, overhangs, recesses or projections, arcades, raised / corniced parapets, peaked roof forms, arches, display windows, and architectural details, such as tile work and moldings which are incorporated into the building structure and design.

(8) *Minimum facade height.* A minimum facade height of 18 feet shall be maintained on arterial and collector roadways.

(9) *Roof features.* Rooflines shall incorporate roof features (extensions, and/or projections such as a gable, parapet, dormers or others) that achieve visual interest through variation of the roofline. These features shall conform to the following specifications:

1. Roof features shall not exceed the average height of the supporting walls.
2. The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.
3. Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
4. The roof pitch of sloped roofs shall be a minimum of 4:12 (vertical to horizontal).

(10) *Rooftop equipment.* All rooftop equipment shall be screened from public view by parapets, dormers or other screens.

(11) *Massing and modulation.* The massing of building facades oriented to public streets shall incorporate either modulation, defined here as a wave in the exterior wall, with horizontal breaks at least every 100 feet. Front facade design shall provide varying wall offsets and other architectural features to create horizontal (wall) and vertical building articulation.

6) *Franchise restaurants and other national and regional chain businesses.* The City recognizes that certain branding (logos and color schemes) must be preserved for these types of businesses and seeks a balance between brand recognition and quality exterior building materials. The City requires initial discussion and coordination with franchise businesses in order to avoid an exterior building that is an automatic, “cookie-cutter” template exhibited in other locations outside of the City of Jonesboro.

(a) *For lots directly fronting Tara Boulevard or South Main Street.*

(1) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.

(2) *Permitted primary materials.* Primary building materials for the exterior wall facade most directly facing Tara Boulevard or South Main Street shall be constructed, at a minimum, of 50% full-depth brick (not veneers) plus the following options for the remainder of the wall facade: 25% ornamental stone and 25% glass. Primary building materials for exterior wall facades not directly facing, but still viewable from Tara Boulevard or South Main Street shall be constructed, at a minimum, of one-third full-depth brick (not veneers) plus the

following options for the remainder of the wall facades: one-third ornamental stone and one-third glass. (Note: With the priority being majority brick façades, the 40% window coverage requirement for the Tara Boulevard Overlay District will not be considered.)

(3) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.

(4) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia.

(5) *Color.* Except for essential logo and other branding displays, all exterior materials shall strive to be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(6) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(7) *Entrance features.* All customer entrances located along the front façade, shall feature a combination of three or more of the following features: canopies and porticos, overhangs, recesses or projections, arcades, raised / corniced parapets, peaked roof forms, arches, display windows, and architectural details, such as tile work and moldings which are incorporated into the building structure and design.

(8) *Roof features.* Rooflines shall incorporate roof features (extensions, and/or projections such as a gable, parapet, dormers or others) that achieve visual interest through variation of the roofline. These features shall conform to the following specifications:

1. Roof features shall not exceed the average height of the supporting walls.
2. The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.
3. Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
4. Where possible, the roof pitch of sloped roofs shall be a minimum of 4:12 (vertical to horizontal).

(9) *Rooftop equipment.* All rooftop equipment shall be screened from public view by parapets, dormers or other screens.

(b) *For lots fronting other interior streets within the Gateway South Overlay District.*

(1) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.

(2) *Permitted primary materials.* Primary building materials for the exterior wall facades viewable from the street(s) shall be constructed, at a minimum, of 40% full-depth brick (not veneers), minimum 30% clear glass, plus the following options for the remainder of the wall facades: ornamental stone, cementitious siding (Hardiboard), or high-quality stucco.

(3) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.

(4) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia.

(5) *Color.* Except for essential logo and other branding displays, all exterior materials shall strive to be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(6) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(7) *Entrance features.* All customer entrances located along the front façade, shall feature a combination of three or more of the following features: canopies and porticos, overhangs, recesses or projections, arcades, raised / corniced parapets, peaked roof forms, arches, display windows, and architectural details, such as tile work and moldings which are incorporated into the building structure and design.

(8) *Roof features.* Rooflines shall incorporate roof features (extensions, and/or projections such as a gable, parapet, dormers or others) that achieve visual interest through variation of the roofline. These features shall conform to the following specifications:

1. Roof features shall not exceed the average height of the supporting walls.
2. The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.
3. Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
4. Where possible, the roof pitch of sloped roofs shall be a minimum of 4:12 (vertical to horizontal).

(9) *Rooftop equipment.* All rooftop equipment shall be screened from public view by parapets, dormers or other screens.

(I) *Multi-family Special Standards.*

1. *Universal Design* (also known as “Aging in Place”) is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All projects shall implement, at a minimum, the following Universal Design principles:

- a) No-Step entries
- b) Provide lever door handles and rocker light switches
- c) Provide additional closet rod brackets to allow potential access from a wheelchair.
- d) Adequate lighting throughout the dwelling unit
- e) Room thresholds that are flushed.
- f) Minimum 6-foot deep porches and balconies.

2. *Amenities.* Recreational amenities shall be appropriately distributed throughout the facility. Such facilities shall consist of open or enclosed areas for residents of the facility to congregate, for recreation and leisure. The following standards shall be utilized for recreational facilities:

- a) The design and orientation of these areas should take advantage of available sunlight and should be sheltered from noise and traffic of adjacent street or other incompatible uses.
- b) Each recreational facility shall have a focal point. The focal point may consist of, but need not be limited to, water fountains, landscape planters, monuments, waterways, ponds, artwork, trellises or gazebos. The focal point of all recreational facilities shall complement one another by maintaining a common theme, consistent furnishing and signage.
- c) Amenity buildings shall match the design, materials, and color of the principal buildings.

3. *Maintenance of multifamily residential structures.* Continued good appearance of buildings within the facility depends on the extent and quality of maintenance. Materials and finishes shall be selected for their durability and wear, as well as for their beauty. Proper measures shall be taken for protection against weather, neglect, damage and abuse. Provision for washing and cleaning building and structures, and control of dirt and refuse, shall be included in the design. Configurations that tend to catch and accumulate leaves, dirt and trash shall be avoided. Regular schedules for daily, weekly, quarterly, and annual maintenance shall be implemented by both owners and staff.

4. *Security.* Adequate security considerations shall be provided throughout the facility, including, at a minimum, the following features:

- a) Provide clear, unobstructed sightlines from entries to the street or parking lot.
- b) Provide clear sightlines to outdoor open areas from doorways and windows.

- c) Light exterior spaces and internal common spaces with energy-efficient, vandal proof lamps and fixtures
- d) Create privacy for the ground-level unites by using landscaping or fencing to buffer them from the street or parking.
- e) Pedestrian pathways to the entry, the parking, and the trash deposit area should be well-defined, well-lighted, and free from dense shrubs.
- f) Design common spaces to encourage a sense of belonging and that relate to a discrete number of unites so that these spaces encourage a sense of ownership.
- g) Property shall have an ornamental access gate with residents provided fobs or cards for entry. If the gate operates by way of a telephone system, a ring-through feature shall be provided so that cars waiting at the gate entrance will not cause waiting or queuing problems should a telephone line be in use, or a pull-out area outside of traffic lanes shall be provided to allow telephoning without blocking access.

(m) *Signage.* Signs shall conform to the standards of the City Sign Ordinance, Article XVI. Sign design features shall be subject to review and approval by the Design Review Commission.

(n) *Lighting.* All outdoor lighting shall be night-sky friendly.

(o) *Sidewalks.* Sidewalks shall be required within residential, commercial and or/office developments/subdivisions within the Gateway South Overlay District, on both sides of all interior streets. Sidewalks shall also be required along the entire perimeter of a development where such perimeters/parcel boundaries run or front along a public street, or along the entire extent of the parcel boundaries where access to adjacent lots may or are possible as a part of existing or future developments. Required sidewalks shall be located within the dedicated non-pavement right-of-way of roads and shall parallel the street pavement as much as possible; provided, however, the City Manager may permit sidewalks to be designed and constructed so that they meander around permanent obstructions or deviate from a linear pattern for design purposes. Required sidewalks shall be a minimum of five feet wide. A median strip of grassed or landscaped areas at least two feet wide shall separate all sidewalks from adjacent curbs. Sidewalks shall be constructed in accordance with current Americans with Disabilities Act (ADA) specifications.

(p) *Buffering.* Perimeter buffers for residential developments shall conform to the minimum requirements of Article XV, unless additional requirements are imposed by Mayor and City Council. Buffers shall preserve existing vegetation to the maximum extent possible. Supplemental buffer plantings in certain areas may be necessary per the City Zoning Administrator. Stream and wetland buffering shall conform to Article XIII.

(q) *Greenspace.* Minimum 25 percent of gross site acreage for each lot. May include pervious amenity areas, stream buffers / setbacks, natural areas, but shall not include required perimeter buffers.

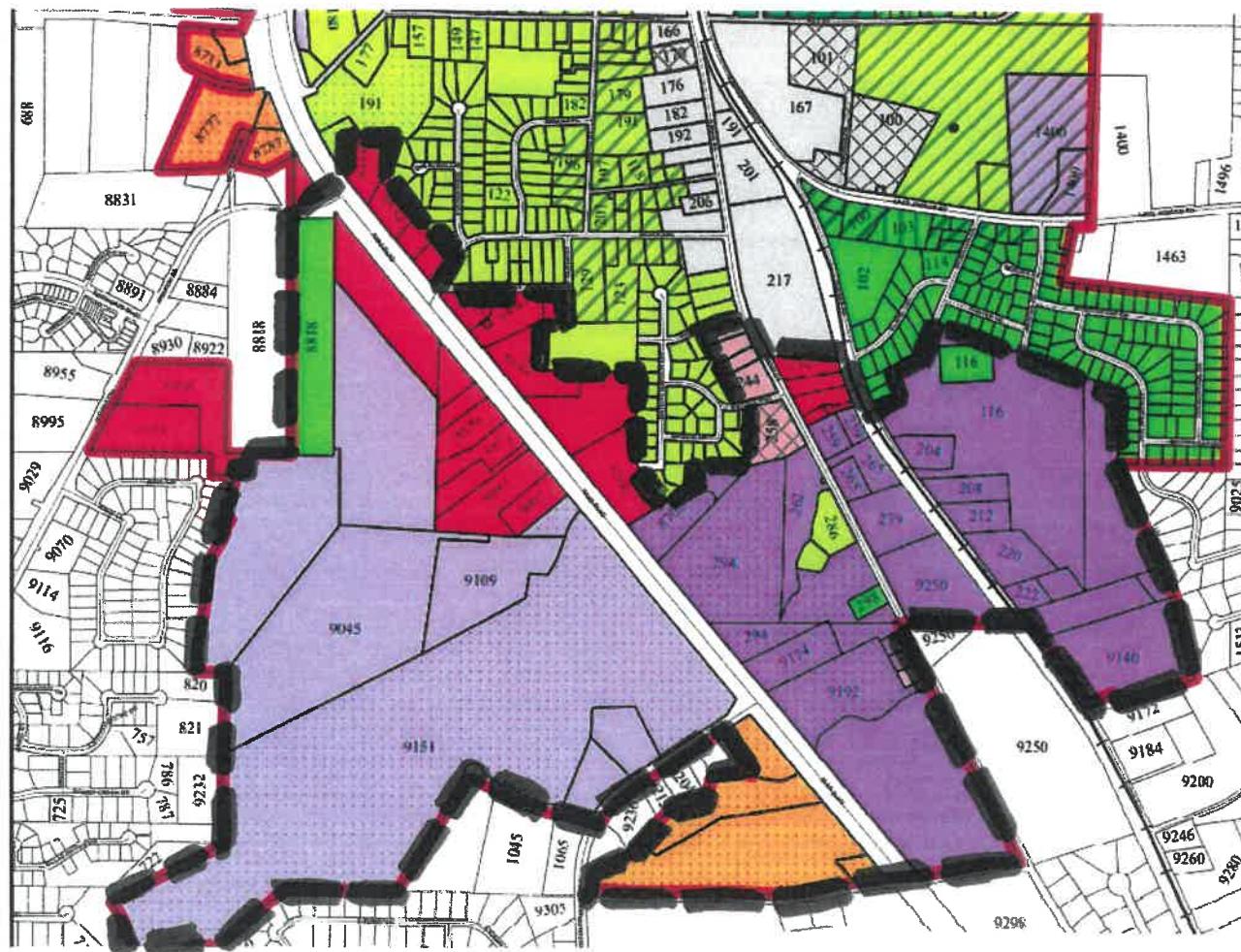
- (r) *Landscaping.* Landscaping of building foundations, parking lots, amenities, etc. shall conform to the minimum requirements of Article XV, unless additional requirements are imposed by Mayor and City Council.
- (s) *Street trees.* For new developments within the Gateway South Overlay District, street trees shall be provided in medians and required landscaped strips adjacent to the rights-of-way of Tara Boulevard, South Main Street, and all new interior streets.
 - 1. Landscape strips shall be a minimum of ten feet wide.
 - 2. Street trees shall have a minimum two and one-half-inch caliper and 12 feet in height at the time of planting and be warranted by the developer for a period of two years from the date of acceptance by the City of Jonesboro.
 - 3. Street trees shall be spaced a minimum of 30 feet on center.
 - 4. Spacing of street trees and streetlight standards may be adjusted to account for driveways, utility poles, fire hydrants and other obstructions and to provide adequate visual clearance for intersections, driveways and traffic control devices.
 - 5. No street tree or streetlight standard shall be placed within ten feet of another tree, streetlight standard, utility pole or within five feet of a fire hydrant.
 - 6. Appropriate street tree species include:
 - (a) Red maple.
 - (b) Sugar maple.
 - (c) Willow oak.
 - (d) Savannah holly.
 - (e) Golden raintree.
 - (f) Southern magnolia.
 - (g) Sawtooth oak.
 - (h) Littleleaf linden.
 - (i) American elm (Dutch elm resistant cultivars).
 - (j) Chinese elm.
 - (k) Japanese zelkova.
 - (l) Other trees having similar characteristics to the above species and suitable for urban pedestrian environments, upon approval of the city arborist or his/her designee.
 - 7. No more than 25 percent of the total number of the trees installed may be of any one genus.
- (t) All stormwater detention facilities in view of public streets or the fronts of primary buildings within the Gateway South Overlay District shall be completely enclosed by black, wrought iron fencing with a perimeter evergreen shrub hedge. Stormwater fencing shall be 4 feet tall, and the shrub hedge shall be a minimum 3 feet tall. Stormwater detention facilities not in view of public streets may use black, vinyl-coated chain link fence as fencing material, with a minimum 3-foot tall, evergreen shrub hedge.

City of Jonesboro

Georgia



Exhibit A: Gateway South District Overlay



Sec. 86-118. – Gateway South District Overlay

- (a) *Factual.* In adopting the City's Gateway South District Overlay zone (the "Gateway South District Overlay"), the City seeks to redefine its southern limits, which, with a few recent exceptions, is an area that has become a largely one-dimensional "production corridor", with a significant amount of aging buildings of declining value. With the exception of the Tara Boulevard Overlay District, the southern portion of the City lacks unifying, quality design guidelines to give it a new vitality and identity. Because Jonesboro has suffered from the general lack of investment characterizing Atlanta's south side, reinforced by a failure of south side incomes and housing values to keep pace with Atlanta's north side, establishment of this new district will serve as an impetus for reinvigorating development in the southern portions of the City and also serve as another source of more diverse, quality housing to supplement the City's aging housing stock.
- (b) *Definitions.* For definitions of specific terms, refer to Code Section 86-62.
- (c) *Purpose.* The purpose of the Gateway South District Overlay is to facilitate creation of a vibrant zone, or hub, with an intelligent mix of new commercial, office, residential, and even industrial, uses that, through thoughtful planning and quality design guidelines, will improve the viability of this strategic area of the City. The residential component of this District will help development a more diverse range of quality housing to supplement the City's aging housing stock, including housing options for the 55-year-old plus, active-living demographic. The close proximity of new businesses, offices, and residences will continue to bolster the City's "live here, work here, play here" philosophy. The Gateway South District Overlay features a specific range of permitted, prohibited, and conditional uses superior to, and independent of, the Tara Boulevard Overlay District and other underlying zoning(s) and focused on the thoughtful reinvigoration of this area, in conjunction with the future goals and intent of the City's Comprehensive Plan.
- (d) *Applicability.* Unless expressly modified by regulations in this article establishing the Gateway South District Overlay, the regulations governing the use of land and structures shall be as set forth in the underlying zoning districts and as regulated by other provisions of this Code. Unless otherwise stated in this Section, the current architectural design standards shall control development in the Gateway South District Overlay, unless alternate provisions are adopted in the Gateway South District Overlay. Exterior architectural design features shall be subject to review and approval by the Design Review Commission. Where a conflict with other city Code and ordinance provisions exists, the more restrictive standard shall apply. The Gateway South District Overlay shall supersede the requirements of the Tara Boulevard Overlay and the Assembly Overlay, wherever they may overlap with its geographical boundaries.
- (e) *Geography.* The Gateway South District Overlay occurs along the entire southern City limits and its intersection with Tara Boulevard, South Main Street, and Turner Road, then running north along a line connecting the intersections of Highway 54 and Tara Boulevard, South Avenue and Tara Boulevard, Batiste Park Road and South Main Street, and Elaine Terrace and Turner Road. The district is more specifically identified in the following figure entitled "Exhibit A: Jonesboro Gateway South District Overlay."

(f) *Scale.* The corridors of Tara Boulevard and, to a lesser extent, South Main Street, serve as the main “gateway points” for citizens approaching the City of Jonesboro from the south, and are the current focus of the Gateway South District Overlay. Although Jonesboro is recognized for its distinctive and historic downtown, and recent residential and commercial developments to the north of downtown, the southern portion of the City currently suffers from a lack of identity and diversity of uses. A renewed sense of place in the southern portion of the City will be maintained by the strict building quality and use standards in the Gateway South District Overlay and will serve as a catalyst for other quality future development throughout Jonesboro.

(g) *Regulation of Uses.* Uses permitted by the underlying zoning(s) are unaffected by adoption of the Gateway South District Overlay, except as specified below; the following uses shall be specifically regulated in the Gateway South District Overlay:

- 1) *Permitted uses:*
 - (a) Single-family detached dwelling, site-built, as part of a planned major subdivision only;
 - (b) Hotels (except Casino Hotels) and Motels (except Extended Stay Facilities), that meet the specified requirements of this Sec. 86-118 (k)(4) and Sec. 86-554.
 - (c) General Medical Centers / Hospitals, that meet the specified requirements of this Sec. 86-118. and Sec. 86-504, and not prohibited below.
 - (d) Construction Offices, without outdoor storage, meeting the requirements of Sec. 86-118 (k)(5);
- 2) *Prohibited uses:* The following primary uses, which otherwise may be permitted or allowed by conditional use permit in other City zoning districts, shall be prohibited in the Gateway South District Overlay:
 - (a) Community Food Services, such as Food Banks;
 - (b) Community Housing Services;
 - (c) Nursing Care Facilities, including Nursing Homes;
 - (d) Residential Mental Health Facilities;
 - (e) Residential Developmental Disability Homes (Major Disability);
 - (f) Residential Mental and Substance Abuse Care;
 - (g) Continuing Care, Assisted Living Facilities;
 - (h) Ambulance Services (Transportation);
 - (i) Blood and Organ Banks;
 - (j) Psychiatric and Substance Abuse Hospitals;
 - (k) Other Residential Care Facilities Care, Personal Care Homes;
 - (l) Other Residential Care Facilities Care, Group Homes for Adults without major disabilities, and not involving Mental Health or Substance Abuse);
 - (m) Other Residential Care Facilities Care, Youth Homes;
 - (n) Racetracks, including small vehicles, go-karts and motorcycles;
 - (o) Amusement and Theme Parks;
 - (p) Amusement Arcades, primarily indoor;
 - (q) Other Amusement and Recreation Industries;
 - (r) Billiard and Pool Halls;

- (s) Recreational Shooting Clubs;
- (t) Hookah Lounge (Smoking Bar, but not Cigar Lounge);
- (u) Cigar Lounges, with or without alcoholic beverage service;
- (v) ~~Golf Courses and Country Clubs;~~
- (w) ~~Outdoor, Drive-In Motion Picture Theaters;~~
- (x) ~~Zoos and Botanical Gardens;~~
- (y) Construction Offices, with outdoor storage;
- (z) All Other non-depository Credit Intermediation, including Pawn Shops;
- (aa) Other Activities related to Credit Intermediation, including Check Cashing Services;
- (bb) Facilities Support Services;
- (cc) Kidney Dialysis Centers;
- (dd) Lessors of Nonresidential Building (except mini warehouses), including Event Centers (excluding funerals and wakes);
- (ee) Massage Parlors;
- (ff) Temporary Help Services, Manual Labor Pools;
- (gg) Outdoor Advertising, Large-scale, including Billboard Displays;
- (hh) All Types of Vehicle Repair and Maintenance;
- (ii) All Other Travel Accommodation, including Short Term Rentals (Air bnbs);
- (jj) Appliance Repair and Maintenance;
- (kk) Armored Car Services;
- (ll) Car Washes;
- (mm) Cemeteries;
- (nn) Crematories, within Funeral Homes or Stand Alone;
- (oo) Coin-Operated Laundries and Drycleaners, drop-off;
- (pp) Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance; no outdoor storage;
- (qq) Small and Heavy Machinery and Equipment Rental and Leasing;
- (rr) Consumer Electronics and Appliances Rental;
- (ss) Recreational Goods Rental, ~~including golf cart rentals~~;
- (tt) All Types of Consumer Goods Rental;
- (uu) Direct Selling Establishments, including Fuel Dealers;
- (vv) Electronic and Precision Equipment Repair and Maintenance;
- (ww) Electronic Shopping and Mail-Order Houses;
- (xx) Funeral Homes and Funeral Services;
- (yy) General Rental Centers;
- (zz) Home and Garden Equipment Repair and Maintenance;
- (aaa) Linen and Uniform Supply;
- (bbb) Miscellaneous Personal Services, including bail bonding, dating services, shoe-shine services, wedding planning, fortunetelling and similar uses;
- (ccc) Motor Vehicle Towing and Storage;
- (ddd) Office Machinery and Equipment Rental and Leasing;
- (eee) Parking Lots and Garages, Commercial;
- (fff) Passenger Car Rental and Leasing;
- (ggg) Animal Kennels / Boarding;

- (hhh) Animal Rescue Shelter, Public or Private;
- (iii) Apprenticeship Training;
- (jjj) Repossession Services;
- (kkk) Re-upholstery and Furniture Repair;
- (III) Rooming and Boarding Houses;
- (mmm) Services to Buildings and Dwellings, (including pest control, janitorial services, landscape services, carpet and upholstery cleaning, pool maintenance, drain or gutter cleaning);
- (nnn) Other Support Services, including packaging and labeling, convention and trade show organizers, inventory, traffic control, water conditioning, lumber grading and related services;
- (ooo) Telemarketing Bureaus;
- (ppp) Tour Operators with Tour Vehicles;
- (qqq) Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing, including Moving Truck Rental;
- (rrr) Vending Machine Operators;
- (sss) Video Tape and Disc Rental;
- (ttt) Other Schools and Instruction;
- (uuu) Vocational Rehabilitation Services;
- (vvv) All Types of Waste Collection and Treatment;
- (www) Materials Recovery Facilities, including collection bins for recyclable materials;
- (xxx) Septic Tank and Related Services;
- (yyy) Automotive Parts and Accessories Stores, with or without outdoor storage;
- (zzz) Building Material and Supplies Dealers, including Lumber Yards;
- (aaaa) All Types of Vehicle Dealers, New or Used;
- (bbbb) Wholesale Trade Agents & Brokers, including Automobile Brokers (Office Only);
- (cccc) Convenience Food Stores, with or without fuel pumps;
- (dddd) Gasoline Stations and Truck Stops;
- (eeee) Food Service Contractors;
- (ffff) Home Centers (Building Materials and Supplies);
- (gggg) Lawn and Garden Equipment and Supplies Stores;
- (hhhh) Nursery, Garden, and Farm Supply Stores;
- ~~(iii) Mobile Food Services, Including Carts, Individual Food Trucks, and Food Truck Courts;~~
- (jjjj) Motorcycle, Boat, RV, ATV, and other vehicle dealers;
- (kkkk) Tire Dealers;
- (llll) Truck Transportation (Freight);
- (mmmm) Used Merchandise Stores, including Thrift Stores and Consignment Stores;
- (nnnn) Warehouse Clubs and Supercenters;
- (oooo) All Other Miscellaneous Store Retailers, including Flea Markets;
- (pppp) Tobacco Stores, Cigar Shops, and Vape Shops, but not Cigar Lounge;
- (qqqq) Mini-warehouses and Self-Storage Units (indoor and outdoor);
- (rrrr) All types of manufacturing not allowed by conditional use permit in this section;
- (ssss) Charter Bus Industry;
- (tttt) Freight Transportation Arrangement;

(uuuu)	Packing and Crating;
(vvvv)	Scenic and Sightseeing Transportation;
(wwww)	Special Needs Transportation;
(xxxx)	Interurban and Rural Bus Transportation;
(yyyy)	Taxi and Limousine Service;
(zzzz)	School and Employee Bus Transportation;
(aaaaa)	Support Activities for Transportation;
(bbbbbb)	Nursery, Tree, and Floriculture Production;
(cccccc)	Animal, Poultry, and Egg Production;
(dddddd)	Water and Sewage Systems, including Treatment Facilities;
(eeeeee)	Adult Entertainment Facilities;
(ffffff)	Tattoo Parlors;

3) *Conditional uses:* The following primary uses, which may otherwise be permitted in other City zoning districts, shall require a conditional use permit in the Gateway South District Overlay:

- (a) Mixed-use dwelling, including lofts, meeting the requirements of Section 86-182, and as part of a major planned development only;
- (b) Two-family dwelling (duplex) as part of a planned major subdivision only;
- (c) Single-family attached (townhouses and condominiums), as part of a planned major subdivision only;
- (d) Multifamily (apartments), as part of a major planned development only;
- (e) Bed-and-Breakfast Inns;
- (f) Personal & Household Goods Repair & Maintenance, including jewelry, garments, watches, musical instruments and bicycles; no outdoor storage;
- (g) Other Household Goods Repair and Maintenance;
- (h) Floor Covering Stores;
- (i) Hardware Stores;
- (j) Pet and Pet Supplies Stores, no outdoor storage or displays;
- (k) Outdoor Farmers Market;
- (l) Warehousing and Storage with no outdoor storage;
- (m) Furniture and Related Product Manufacturing, with no outdoor storage;
- (n) Miscellaneous Manufacturing (including toys, jewelry, silverware, medical / dental equipment and supplies, sporting goods, office supplies, signs, caskets, gaskets, home accessories, etc. and similar processing/assembly of products), with no outdoor storage
- (o) Postproduction and Other Related Industries;
- (p) Apparel and Apparel Accessories Manufacturing, with no outdoor storage;
- (q) Wood Product Manufacturing, Including Millwork, with no outdoor storage;
- (r) Computer and Electronic Product Manufacturing, with no outdoor storage;
- (s) Rail Transportation Company (office only);
- (t) Bowling Centers;
- (u) Massage Therapy, State Licensed Only;
- (v) Veterinary Services, including Animal Hospitals;
- (w) Pet Care, Grooming, Training, Pet Sitting (except Veterinary Services);

- (x) Technical and Trade Schools;
- (y) Store Retailers not Specified Elsewhere, including Fireworks Shops but not Tobacco Stores;
- (z) Restaurants, Limited-Service, including Fast Food and Take-Out, with drive-through windows;
- (aa) Breweries, Large-Scale;
- (bb) Distilleries, Large-Scale;
- (cc) Indoor Motion Picture Theaters;
- (dd) Zoos and Botanical Gardens;
- (ee) Golf Courses and Country Clubs; including Mini-Golf;
- (ff) Golf Cart Rentals, with no front yard display of golf carts;
- (gg) Mobile Food Services, Including Carts, Individual Food Trucks, and Food Truck Courts;
- (hh) Nursery, Tree, and Floriculture Production, including greenhouses, with no open display of products in front yard;

4) *Permitted accessory uses.* Regarding residential, office, and commercial uses.

- (a) Recreational amenities for residential communities, including, but not limited to clubhouses, gazebos, swimming pools, and walking trails.
- (b) Paved parking areas for residents and patrons only;
- (c) Stick-built storage buildings directly related to building and grounds maintenance of properties, not to exceed 500 square feet;
- (d) Mail kiosks;
- (e) Necessary signage, per Sign Ordinance and Design Review Commission standards.

(h) *Minimum size of dwelling units.* One of the main focuses of the minimum size of dwelling units in the Gateway South Overlay District is to reflect the unique needs of the active, 55-plus demographic with their emphasis on childless homes and low maintenance living spaces and the sizes specified below shall prevail over the regular size standards specified in Section 86-205, R-M zoning. The intent of the Gateway South Overlay District, regarding attached housing such as apartments, duplexes, and townhomes, is smaller-sized, higher-quality dwelling units. Ample-sized, single-family detached homes with high-quality architectural standards are also allowed in planned developments in this District.

1. *Single-family detached dwellings.* 1600 heated square feet per unit.
2. *Duplex dwellings.*
 - a. One-bedroom units: 1000 heated square feet per unit.
 - b. Two-bedroom units: 1300 square feet per unit.
 - c. Three-bedroom units: 1500 square feet per unit.
3. *Single-family attached dwellings (townhouses and condominiums).* 1200 heated square feet per unit.
4. *Multi-family (apartments).*
 - a. One-bedroom units: 825 heated square feet per unit.
 - b. Two-bedroom units: 1025 square feet per unit.

- c. Three-bedroom units: 1325 square feet per unit.
- 5. *Mixed-use dwelling, including lofts (no street level units allowed).* 1000 heated square feet per unit.
 - (i) *Density and maximum number of residential units.*
 1. *Single-family attached dwellings (townhouses and condominiums).*
 - a. Maximum number of units per building: 8
 - b. Maximum number of units per development: 96
 - c. Maximum density: 12 units per acre
 2. *Multi-family (apartments).*
 - a. Maximum number of units per building: None
 - b. Maximum density: 40 units per acre

(j) *Maximum building height.* 4 stories and 60 feet. No building shall be erected that would exceed the elevation of the Clayton County Courthouse. Buildings having a height greater than that of the courthouse may be approved, provided that the site elevation will permit such construction to remain below the highest point of the courthouse.

(k) *Exterior architectural design and material standards.* The following minimum architectural standards shall apply to exterior façade materials. The Design Review Commission and the Mayor and City Council may impose additional standards in the required developer's agreement.

- 1) *Multifamily and townhomes / condominiums.*
 - (a) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.
 - (b) *Permitted primary materials.* Primary building materials for all exterior wall facades shall be constructed, at a minimum, of full-depth brick (not veneers) for the bottom two-thirds of each building, on all sides, plus a combination of at least two of the following options for the remaining one-third of the building: cast stone, cementitious siding (Hardiboard), or glass. (Note: Exterior façade delineations to not include windows or trim.)
 - (c) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.
 - (d) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia. Any window trim shall be cementitious siding (Hardiboard) only.

- (e) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.
- (f) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.
- (g) *Porches and balconies.* All multifamily dwelling units shall each have minimum 6-foot deep exterior porches (ground floor) and balconies (upper floor), with direct access to the interior of each dwelling unit via sliding doors. Porches and balconies shall be partially contained on the open side by decorative wood railings. Ground floor porches facing inner courtyards shall each be provided with a self-latching gate for access to courtyard amenities.
- (h) *Developer's agreement.* A developer's agreement specifying all pertinent exterior design standards shall be approved by the Mayor and City Council prior to construction of multifamily and townhome / condominium developments.

2) *Two-family dwellings (duplexes).*

- (a) All duplexes shall be constructed with "cottage-style" exteriors.
- (b) *Prohibited materials.* Metal siding, vinyl siding, and concrete block, as primary building materials, are prohibited.
- (c) *Permitted primary materials.* Primary building materials for all exterior wall facades shall be constructed of either full-depth brick (not veneers) or cementitious siding (Hardiboard), or a combination thereof. For duplexes with cementitious siding as the primary exterior on all four sides, a full-depth brick water table shall be provided on all sides.
- (d) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick and wood panels (including wood shake).
- (e) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia. Any window trim shall be cementitious siding (Hardiboard) only.
- (f) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.
- (g) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.
- (h) *Developer's agreement.* A developer's agreement specifying all pertinent exterior design standards shall be approved by the Mayor and City Council prior to construction of developments involving duplexes.

3) *Mixed use dwelling, including lofts.*

- (a) No residential unit shall occupy a street level (ground floor) space.

- (b) *Prohibited materials.* Metal siding, vinyl siding, and concrete block, as primary building materials, are prohibited.
- (c) *Permitted primary materials.* Primary building materials for all exterior wall facades for street level uses (commercial, offices, etc.) shall be constructed, at a minimum, of 50% full-depth brick (not veneers) on all sides, plus a combination of at least two of the following options for the remaining half: cast stone, cementitious siding (Hardiboard), or glass. Primary building materials for all exterior wall facades for dwellings on upper floors shall be a combination of full-depth brick (not veneers), cast stone, cementitious siding (Hardiboard), or glass. Brick, stone, or cementitious siding used on dwellings shall match color of same materials used for street level uses.
- (d) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick and wood panels (including wood shake).
- (e) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia. Any window trim shall be cementitious siding (Hardiboard) only.
- (f) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.
- (g) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

4) *Hotels and motels.*

- (a) Must be located in a stand-alone building (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).
- (b) Shall be no higher than four (4) stories in height.
- (c) Lodging rooms shall be accessed through a central lobby.
- (d) Lodging rooms shall be cleaned by professional staff daily.
- (e) No hotel or motel shall allow a person or persons to occupy any such facility for more than thirty (30) days during a one-hundred eighty (180) day period, except where:
 - (1) Occupation of a hotel, motel, or extended stay facility in excess of thirty (30) consecutive days in a one hundred eighty (180) period may occur when a specific business entity desires such occupation for an employment-related purpose which requires temporary occupancy, including, but not limited to, relocation service
- (f) A minimum 25-foot wide buffer shall be maintained between built elements (including paved parking areas) of the proposed facility and any adjacent, single-family detached residential property.

(g) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.

(h) *Permitted primary materials.* Primary building materials for all exterior wall facades shall be constructed, at a minimum, of full-depth brick (not veneers) for the bottom two-thirds of each building, on all sides, plus a combination of at least two of the following options for the remaining one-third of the building: cast stone, cementitious siding (Hardiboard), high-quality stucco or glass. (Note: Exterior façade delineations to not include windows or trim.)

(c) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.

(d) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia.

(e) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(f) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(g) *Entrance features.* All customer entrances located along the front façade, shall feature a combination of three or more of the following features: canopies and porticos, overhangs, recesses or projections, arcades, raised / corniced parapets, peaked roof forms, arches, display windows, and architectural details, such as tile work and moldings which are incorporated into the building structure and design.

(h) *Minimum facade height.* A minimum facade height of 18 feet shall be maintained on arterial and collector roadways.

(i) *Roof features.* Rooflines shall incorporate roof features (extensions, and/or projections such as a gable, parapet, dormers or others) that achieve visual interest through variation of the roofline. These features shall conform to the following specifications:

1. Roof features shall not exceed the average height of the supporting walls.
2. The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.
3. Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
4. The roof pitch of sloped roofs shall be a minimum of 4:12 (vertical to horizontal).

(j) *Rooftop equipment.* All rooftop equipment shall be screened from public view by parapets, dormers or other screens.

5) *Other commercial and office buildings.*

(a) *For lots directly fronting Tara Boulevard or South Main Street.*

(1) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.

(2) *Permitted primary materials.* Primary building materials for the exterior wall facade most directly facing Tara Boulevard or South Main Street shall be constructed, at a minimum, of 70% full-depth brick (not veneers) plus the following options for the remainder of the wall facade: cast stone, cementitious siding (Hardiboard), high-quality stucco or glass. Primary building materials for exterior wall facades not directly facing, but still viewable from Tara Boulevard or South Main Street shall be constructed, at a minimum, of 50% full-depth brick (not veneers) plus the following options for the remainder of the wall facades: cast stone, cementitious siding (Hardiboard), high-quality stucco or glass. (Note: With the priority being majority brick façades, the 40% window coverage requirement for the Tara Boulevard Overlay District will not be considered.)

(3) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.

(4) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia.

(5) *Color.* All materials shall be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(6) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(7) *Entrance features.* All customer entrances located along the front façade, shall feature a combination of three or more of the following features: canopies and porticos, overhangs, recesses or projections, arcades, raised / corniced parapets, peaked roof forms, arches, display windows, and architectural details, such as tile work and moldings which are incorporated into the building structure and design.

(8) *Minimum facade height.* A minimum facade height of 18 feet shall be maintained on arterial and collector roadways.

(9) *Roof features.* Rooflines shall incorporate roof features (extensions, and/or projections such as a gable, parapet, dormers or others) that achieve visual

interest through variation of the roofline. These features shall conform to the following specifications:

1. Roof features shall not exceed the average height of the supporting walls.
2. The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.
3. Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
4. The roof pitch of sloped roofs shall be a minimum of 4:12 (vertical to horizontal).

(10) *Rooftop equipment.* All rooftop equipment shall be screened from public view by parapets, dormers or other screens.

(11) *Massing and modulation.* The massing of building facades oriented to public streets shall incorporate either modulation, defined here as a wave in the exterior wall, with horizontal breaks at least every 100 feet. Front facade design shall provide varying wall offsets and other architectural features to create horizontal (wall) and vertical building articulation.

6) *Franchise restaurants and other national and regional chain businesses.* The City recognizes that certain branding (logos and color schemes) must be preserved for these types of businesses and seeks a balance between brand recognition and quality exterior building materials. The City requires initial discussion and coordination with franchise businesses in order to avoid an exterior building that is an automatic, "cookie-cutter" template exhibited in other locations outside of the City of Jonesboro.

(a) *For lots directly fronting Tara Boulevard or South Main Street.*

(1) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.

(2) *Permitted primary materials.* Primary building materials for the exterior wall facade most directly facing Tara Boulevard or South Main Street shall be constructed, at a minimum, of 50% full-depth brick (not veneers) plus the following options for the remainder of the wall facade: 25% ornamental stone and 25% glass. Primary building materials for exterior wall facades not directly facing, but still viewable from Tara Boulevard or South Main Street shall be constructed, at a minimum, of one-third full-depth brick (not veneers) plus the following options for the remainder of the wall facades: one-third ornamental stone and one-third glass. (Note: With the priority being majority brick façades, the 40% window coverage requirement for the Tara Boulevard Overlay District will not be considered.)

(3) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.

(4) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia.

(5) *Color.* Except for essential logo and other branding displays, all exterior materials shall strive to be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(6) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(7) *Entrance features.* All customer entrances located along the front façade, shall feature a combination of three or more of the following features: canopies and porticos, overhangs, recesses or projections, arcades, raised / corniced parapets, peaked roof forms, arches, display windows, and architectural details, such as tile work and moldings which are incorporated into the building structure and design.

(8) *Roof features.* Rooflines shall incorporate roof features (extensions, and/or projections such as a gable, parapet, dormers or others) that achieve visual interest through variation of the roofline. These features shall conform to the following specifications:

1. Roof features shall not exceed the average height of the supporting walls.
2. The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.
3. Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
4. Where possible, the roof pitch of sloped roofs shall be a minimum of 4:12 (vertical to horizontal).

(9) *Rooftop equipment.* All rooftop equipment shall be screened from public view by parapets, dormers or other screens.

(b) *For lots fronting other interior streets within the Gateway South Overlay District.*

(1) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.

(2) *Permitted primary materials.* Primary building materials for the exterior wall facades viewable from the street(s) shall be constructed, at a minimum, of 40% full-depth brick (not veneers), minimum 30% clear glass, plus the following

options for the remainder of the wall facades: ornamental stone, cementitious siding (Hardiboard), or high-quality stucco.

(3) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick, textured concrete masonry units, wood panels (including wood shake), metal panels, and metal canopies.

(4) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia.

(5) *Color.* Except for essential logo and other branding displays, all exterior materials shall strive to be earth-tone in color, as approved by the Design Review Commission and the Mayor and City Council.

(6) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(7) *Entrance features.* All customer entrances located along the front façade, shall feature a combination of three or more of the following features: canopies and porticos, overhangs, recesses or projections, arcades, raised / corniced parapets, peaked roof forms, arches, display windows, and architectural details, such as tile work and moldings which are incorporated into the building structure and design.

(8) *Roof features.* Rooflines shall incorporate roof features (extensions, and/or projections such as a gable, parapet, dormers or others) that achieve visual interest through variation of the roofline. These features shall conform to the following specifications:

1. Roof features shall not exceed the average height of the supporting walls.
2. The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.
3. Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
4. Where possible, the roof pitch of sloped roofs shall be a minimum of 4:12 (vertical to horizontal).

(9) *Rooftop equipment.* All rooftop equipment shall be screened from public view by parapets, dormers or other screens.

(I) *Multi-family Special Standards.*

1. *Universal Design* (also known as “Aging in Place”) is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All projects shall implement, at a minimum, the following Universal Design principles:

- a) No-Step entries
- b) Provide lever door handles and rocker light switches
- c) Provide additional closet rod brackets to allow potential access from a wheelchair.
- d) Adequate lighting throughout the dwelling unit
- e) Room thresholds that are flushed.
- f) Minimum 6-foot deep porches and balconies.

2. *Amenities.* Recreational amenities shall be appropriately distributed throughout the facility. Such facilities shall consist of open or enclosed areas for residents of the facility to congregate, for recreation and leisure. The following standards shall be utilized for recreational facilities:

- a) The design and orientation of these areas should take advantage of available sunlight and should be sheltered from noise and traffic of adjacent street or other incompatible uses.
- b) Each recreational facility shall have a focal point. The focal point may consist of, but need not be limited to, water fountains, landscape planters, monuments, waterways, ponds, artwork, trellises or gazebos. The focal point of all recreational facilities shall complement one another by maintaining a common theme, consistent furnishing and signage.
- c) Amenity buildings shall match the design, materials, and color of the principal buildings.

3. *Maintenance of multifamily residential structures.* Continued good appearance of buildings within the facility depends on the extent and quality of maintenance. Materials and finishes shall be selected for their durability and wear, as well as for their beauty. Proper measures shall be taken for protection against weather, neglect, damage and abuse. Provision for washing and cleaning building and structures, and control of dirt and refuse, shall be included in the design. Configurations that tend to catch and accumulate leaves, dirt and trash shall be avoided. Regular schedules for daily, weekly, quarterly, and annual maintenance shall be implemented by both owners and staff.

4. *Security.* Adequate security considerations shall be provided throughout the facility, including, at a minimum, the following features:

- a) Provide clear, unobstructed sightlines from entries to the street or parking lot.
- b) Provide clear sightlines to outdoor open areas from doorways and windows.
- c) Light exterior spaces and internal common spaces with energy-efficient, vandal proof lamps and fixtures
- d) Create privacy for the ground-level unites by using landscaping or fencing to buffer them from the street or parking.

- e) Pedestrian pathways to the entry, the parking, and the trash deposit area should be well-defined, well-lighted, and free from dense shrubs.
- f) Design common spaces to encourage a sense of belonging and that relate to a discrete number of unites so that these spaces encourage a sense of ownership.
- g) Property shall have an ornamental access gate with residents provided fobs or cards for entry. If the gate operates by way of a telephone system, a ring-through feature shall be provided so that cars waiting at the gate entrance will not cause waiting or queuing problems should a telephone line be in use, or a pull-out area outside of traffic lanes shall be provided to allow telephoning without blocking access.

(m) *Signage.* Signs shall conform to the standards of the City Sign Ordinance, Article XVI. Sign design features shall be subject to review and approval by the Design Review Commission.

(n) *Lighting.* All outdoor lighting shall be night-sky friendly.

(o) *Sidewalks.* Sidewalks shall be required within residential, commercial and or/office developments/subdivisions within the Gateway South Overlay District, on both sides of all interior streets. Sidewalks shall also be required along the entire perimeter of a development where such perimeters/parcel boundaries run or front along a public street, or along the entire extent of the parcel boundaries where access to adjacent lots may or are possible as a part of existing or future developments. Required sidewalks shall be located within the dedicated non-pavement right-of-way of roads and shall parallel the street pavement as much as possible; provided, however, the City Manager may permit sidewalks to be designed and constructed so that they meander around permanent obstructions or deviate from a linear pattern for design purposes. Required sidewalks shall be a minimum of five feet wide. A median strip of grassed or landscaped areas at least two feet wide shall separate all sidewalks from adjacent curbs. Sidewalks shall be constructed in accordance with current Americans with Disabilities Act (ADA) specifications.

(p) *Buffering.* Perimeter buffers for residential developments shall conform to the minimum requirements of Article XV, unless additional requirements are imposed by Mayor and City Council. Buffers shall preserve existing vegetation to the maximum extent possible. Supplemental buffer plantings in certain areas may be necessary per the City Zoning Administrator. Stream and wetland buffering shall conform to Article XIII.

(q) *Greenspace.* Minimum 25 percent of gross site acreage for each lot. May include pervious amenity areas, stream buffers / setbacks, natural areas, but shall not include required perimeter buffers.

(r) *Landscaping.* Landscaping of building foundations, parking lots, amenities, etc. shall conform to the minimum requirements of Article XV, unless additional requirements are imposed by Mayor and City Council.

(s) *Street trees.* For new developments within the Gateway South Overlay District, street trees shall be provided in medians and required landscaped strips adjacent to the rights-of-way of Tara Boulevard, South Main Street, and all new interior streets.

1. Landscape strips shall be a minimum of ten feet wide.

2. Street trees shall have a minimum two and one-half-inch caliper and 12 feet in height at the time of planting and be warranted by the developer for a period of two years from the date of acceptance by the City of Jonesboro.
3. Street trees shall be spaced a minimum of 30 feet on center.
4. Spacing of street trees and streetlight standards may be adjusted to account for driveways, utility poles, fire hydrants and other obstructions and to provide adequate visual clearance for intersections, driveways and traffic control devices.
5. No street tree or streetlight standard shall be placed within ten feet of another tree, streetlight standard, utility pole or within five feet of a fire hydrant.
6. Appropriate street tree species include:
 - (a) Red maple.
 - (b) Sugar maple.
 - (c) Willow oak.
 - (d) Savannah holly.
 - (e) Golden raintree.
 - (f) Southern magnolia.
 - (g) Sawtooth oak.
 - (h) Littleleaf linden.
 - (i) American elm (Dutch elm resistant cultivars).
 - (j) Chinese elm.
 - (k) Japanese zelkova.
 - (l) Other trees having similar characteristics to the above species and suitable for urban pedestrian environments, upon approval of the city arborist or his/her designee.
7. No more than 25 percent of the total number of the trees installed may be of any one genus.

(t) All stormwater detention facilities in view of public streets or the fronts of primary buildings within the Gateway South Overlay District shall be completely enclosed by black, wrought iron fencing with a perimeter evergreen shrub hedge. Stormwater fencing shall be 4 feet tall, and the shrub hedge shall be a minimum 3 feet tall. Stormwater detention facilities not in view of public streets may use black, vinyl-coated chain link fence as fencing material, with a minimum 3-foot tall, evergreen shrub hedge.

Fiscal Impact

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

11.4

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

-

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

Approval



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

11.5

-5

COUNCIL MEETING DATE

March 8, 2021

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Council to consider establishment of Council Zones relative to the N.E.A.T. initiative in the City of Jonesboro. (Neighbors Engaging Assisting and Teaming Up to Keep our Streets Clean)

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

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

Yes

Beautification

Summary & Background

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

We are happy to introduce a new initiative for keeping our streets clean, NEAT. This program, while similar to the Adopt-A-Road program was created to personify program specifics in the City of Jonesboro. The purpose of the Neat. program is to promote citizen involvement and participation in improving our environment and preserving the natural beauty of Jonesboro roadways and neighborhoods. Neat stands for "Neighbors Engaging Assisting & Teaming Up." By adopting a stretch of City roadway, an organization commits to removing the litter from their designated route as well as preserving its aesthetic condition. Specifically, organizations will coordinate volunteers to maintain the appearance of their adopted stretch of City roadway through community cleanup campaigns, educating the community on the importance of maintaining litter-free roadways, and reporting cleanup results to the Jonesboro Beautification Commission.

The City of Jonesboro and the Beautification Commission will provide supplies needed and the amount necessary to aid with general cleanups, provide a road sign indicating the stretch of City roadway that has been adopted and the adopting organization, educational material to inform the public of the program, and provide additional support, when needed, to carry out the overall program.

Those interested in participating are encouraged to submit an application to the Beautification Commission to adopt roads within our community. Once approved, the group/individual must perform (4) clean-up=project within its term (1 year), and after the second organized cleanup, a sign will be erected with the organization/individual name.

The Beautification Commission will provide all materials needed for the clean-up (gloves, bags, vests, etc.). Those wishing to contribute to this initiative will be encouraged to do so.

This initiative was approved in 2019 and staff is now seeking Council Participation. We are seeking for each of the Councilmembers to host a team effort to adopt one street.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date March, 8, 2021	03/01/21 ITEM	City Council CONSENT AGENDA Next: 03/08/21
Signature	City Clerk's Office		

Fiscal Impact

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

11.5

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

- NEAT Program Logo
- NEAT Program Agreement

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

Approval







N.E.A.T.

Annual Program Agreement



Sponsored by:
JONESBORO BEAUTIFICATION COMMISSION
AND
CITY OF JONESBORO

Contact: CITY OF JONESBORO CODE ENFORCEMENT DEPARTMENT
 E-mail: dwalker@jonesboroga.com
 Phone: (770) 478-3800 office
 Fax: (770) 478-3775
www.jonesboroga.com

The **NEAT street** litter prevention initiative, sponsored by Jonesboro Beautification Commission (JBC), enables citizens to actively participate in the removal of trash and illegal signage alongside city right-of-ways.

The **right-of-way** is defined as the space between utility poles and the curb of the road. **Illegal signs** are defined as any sign that is mounted on any utility pole or any temporary sign within 10 feet of the curb or edge of pavement in the right-of-way.

GETTING STARTED

- ✓ Get a group together and plan to complete a minimum of 4 cleanups per year.
- ✓ Use the "Send Me More Information Form" to let JBC know near what area you are interested in adopting.
- ✓ Work with JBC to determine an appropriate road section, where there is a litter problem that you can help with.
- ✓ Fill-out and send in the Adopt-a-Road Agreement to JBC.
- ✓ Contact JBC to request supplies for loan at least 5 business days before your first cleanup. (*include about how many people you will need supplies for*)
- ✓ Have each member of your group sign a copy of the attached Volunteer Jonesboro Waiver.
- ✓ Supplies provided by JBC include safety vests, trash bags, and "Men at Work" sign/s.
- ✓ Return checked-out supplies within 2 business days after your cleanup.
- ✓ Submit your Post-Cleanup Report within 30 days to JBC!
- ✓ One Road Signs with your name will be installed after JBC receives your second Post-Cleanup Report.

VOLUNTEER RESPONSIBILITIES

1. Select an Authorized Representative to officiate as the group's spokesperson.
2. Receive approval from JBC for the road section you want to adopt. **Road section must in the city limits.** State or County Routes are not eligible under this program. Use cross-streets or intersections to describe the "To" and "From" rather than landmarks or exact addresses.
3. Sign and return the "**Adopt-a-Road**" Agreement form to Jonesboro City Hall. This must be updated each year at the time of its expiration.
4. You must complete and report a minimum of 4 cleanups per year. If you are a new group, this will be determined based on your start date. After the first year, this will be determined by the annual year.
5. Submit the "**Schedule of Cleanups**" form to JBC. This is for your planning purposes, and you can change

the dates as needed.

6. Have all program participants sign a Volunteer Jonesboro Waiver and return to City Hall.
7. **Notify JBC at least 5 business days before your cleanup event** and request supplies (if needed) by the group (vests, bags, and signs).
8. Remove litter, debris, or trash within the right-of-way of the adopted road section.
9. Remove signs, posters or other display material within the adopted road section that could distract motorists.
10. If you have too much trash or there are materials too large for you to remove, you can request a "City Pickup" on the Post-Cleanup Report. To request a pick-up, you must gather all materials at one pick-up location that is:
 - In a clearly visible location within the right-of-way.
 - Near an intersection that you can provide for direction in the Post-Cleanup Report.
11. File a **Post Cleanup Report after each cleanup within 30 days** to GC&B.
 - This can be done via fax and e-mail, or conveniently on the website: www.jonesboroga.com
 - You must submit the Post-Cleanup Report within 30 days of your cleanup event to receive credit.
 - If you conduct more than 2 cleanups per month, you can submit a summary of your cleanups each month. If you choose this method, please note the number of cleanup events in the "Comments" section of the Report.
 - If you need a city pickup, be sure to include an intersection near where you have gathered the supplies. JBC will schedule the pickup for you.
12. Update Volunteer Waivers as participants change and submit forms to JBC.
13. If a group loses or damages any supplies that were loaned out through JBC, the group must reimburse JBC for the materials according to the market price for those supplies.

SAFETY GUIDELINES

1. Watch out for traffic.
2. All program participants are required to **wear safety vests** during pickup. Those individuals that do not wear safety vests must not be allowed to participate in the work group.
3. Clothing worn should not impair either vision or movement during cleanup, nor should it distract motorists that may be driving past the work group.
4. Adequate supervision must be provided by one or more adults 21 years of age or older for groups which have participants under 16 (**IMPORTANT:** No one under the age of (16) can participate in these groups without supervision).
5. Participants shall not possess or consume alcoholic beverages or other drugs during cleanup activities.
6. Work groups should be kept to a manageable size.
7. Participants should alert their co-workers and Authorized Representative of any known allergies they have before they are allowed to work. Contact with poisonous plants, venomous snakes, and stinging insects is possible.
8. Hazardous material or debris should not be removed but should be reported to JBC.
9. Construction areas should be avoided.
10. Dead animals should not be handled. Report these to Jonesboro City Hall for removal by calling 770-478-3800.
11. Debris and litter on bridges, overpasses, or in tunnels should not be picked up.
12. The group should not remove litter during inclement weather, hours of minimal light or in darkness, and times of day in which peak traffic occurs.
13. Personal vehicles should be parked clear of the roadway.
14. To keep vehicles to a minimum, carpooling to the cleanup area is recommended.
15. Water and First-Aid items should be readily available for participants.

SERVICES PROVIDED BY PROGRAM SPONSORS

JONESBORO BEAUTIFICATION COMMISSION

1. Work with the group to determine the specific section of road to be adopted.
2. Furnish safety vests, latex gloves, safety signs (if desired), trash bags, and litter pickers (first come, first serve) for the cleanup day. Groups must return the signs and safety vests within 3 days after the cleanup.

3. Coordinate removal of trash bags.
4. Monitor work progress to verify that objectives of program are being met regarding litter abatement.
5. Evaluate county-wide operation of the program to gauge its effectiveness.
6. Terminate affiliation with those groups that fail to perform in a congruous manner with program rules and regulations.

JONESBORO PUBLIC WORKS DEPARTMENT

1. Erect one signs, one at the beginning of the adopted road, with the group's name or acronym displayed after completion of the second post clean-up report.
2. Remove litter, debris, or trash from the adopted section of roadway that is too large, heavy, or hazardous for the group to remove.
3. Take down signs of groups who have terminated their involvement in the program.

PROGRAM LIMITATIONS

1. Administrative, legislative, financial, and/or legal constraints may subject the NEAT Program to certain limitations.
2. The sponsoring organizations shall determine which city roads are appropriate for adoption. State and county roads are not eligible for the NEAT program.
3. No interstate highway pickups will be allowed and no holiday pickups will be scheduled without prior approval.
4. The program will not permit any political activity that may arise from participating groups during activities related to cleanup. This policy is consistent with laws prohibiting expenditure of public funds, either directly or indirectly, for the purpose of influencing elections for the outcome of any legislation. The sponsors will have the right to take any and all measures necessary including, but not limited to, the removal of erected signs displaying participants' names determined to conflict with statutory restrictions or any restrictions on the use of public funds for political activity.
5. Commercial organizations cannot display any product, service, person's name, product I.D., address, phone numbers, logos, or web address on erected signs with the organization's name.

ACCEPTANCE INTO THE ADOPT-A-ROAD PROGRAM

1. The adoption of a section of roadway is franchised by the sponsors to qualified groups who agree to assist the Adopt-A-Road Program in achieving its purpose and goals. Only those individuals and/or groups that are deemed responsible will be qualified to adopt a road. Individuals and/or groups that have demonstrated violent and/or criminal behavior shall be prohibited from adopting a section of roadway.
2. The sponsors may refuse to grant a request to adopt a section of roadway if, in its judgment, granting said request would jeopardize the program, be detrimental to its purpose, or create a safety hazard to the traveling public. Safety is a principal concern in all decisions related to the program.
3. Program participants must agree to not hold the sponsors responsible for injuries that they may suffer or damages that they may cause or incur as a result of participation in the program.

STATUS AND RECOGNITION

As participating groups continue to be involved, the group earns one of four statuses in the program, depending on the level of involvement:

- **Excellent:** for participating groups that have reported 5 or more cleanups for the last annual year. These groups will receive an annual Certificate of Excellence with their group name listed in the City of Jonesboro News Letter to recognize their efforts.
- **Good:** for participating groups that have reported the required 4 cleanups for the last annual year. These groups will receive an annual Certificate of Recognition with their group name listed in the City of Jonesboro News Letter to recognize their efforts.
- **Probation:** for participating groups that have failed to report less than 3 of the required cleanups annually. These groups will be notified of their probationary status and be given one year upon the renewal of their Agreement to complete the required 4 cleanups. Should the group fail to complete the minimum requirements for the program during the probationary year, at the end of this time period the group will be required to relinquish the adopted road and their signs will be removed. Relinquished roads cannot

be re-adopted for a period of one year. If another group adopts the road during this time, the group will have to adopt a different road upon re-entering the program.

- **Disengaged:** for participating groups that have reported zero cleanups over the span of one year. These groups will be notified that their adopted road is relinquished for at least one full year and their signs will be removed. They will be allowed to re-enter the program, should they desire, once a full year has passed from the time of termination. If another group adopts the road during this time, the group will have to adopt a different road upon re-entering the program. Groups who were disengaged previously will not be permitted to re-enter the program a second time.

MODIFICATION/ RENEWAL/ TERMINATION AGREEMENT

1. The NEAT agreement may be modified in scope or altered in any manner at the discretion of the sponsors.
2. The participating group will have the option of renewing the agreement, subject to review and approval by the sponsors. At the time of renewal the informational database concerning the group will be updated.
3. The sponsors may terminate the agreement and/or remove Adopt-A-Road signs bearing the program participant's name or acronym if, in their judgment, it is determined that the group is not meeting the terms and conditions of the agreement, acting contrary to the guidelines of the program, engaging in irresponsible conduct at adopted work sites, proving to be counterproductive to the program's purpose, or increasing litter, vandalism, or sign theft have occurred since adoption. The group's Authorized Representative may appeal termination of the agreement with the sponsors.
4. The program may be modified to comply with new legislation regarding recycling and solid waste management.
5. The Adopt-A-Road Program may at any time and for any reason be terminated at the discretion of the sponsors.

FORMS TO RETURN

- NEAT PROGRAM AGREEMENT
- SCHEDULE OF CLEANUPS
- VOLUNTEER JONESBORO WAIVERS (can be after first cleanup)
- POST-CLEANUP FORM (after your cleanup)

Please note dates and instructions for sending back the following pages in order to participate in the NEAT Program. These pages are provided for your convenience and ease of record-keeping.

E-mail: www.jonesboroga.com

Mail:
 Jonesboro Beautification Commission
 124 North Ave.
 Jonesboro, Ga. 30236

Fax:
 (770)-478-3775

NEAT PROGRAM AGREEMENT

Please e-mail, mail, or fax completed form to City of Jonesboro
124 North Ave. Jonesboro, GA, 30236, Fax: (770) 478-3775



On this date of _____, 20____, The City of Jonesboro Beautification Commission (herein after referred to as the "Sponsors") and _____ (enter your group name, herein after referred to as the "Group") recognize the need and the desirability of litter-free and visually-improved roadways.

The NEAT Program has been established for Jonesboro Beautification Commission and civic organizations, citizens and private businesses to contribute toward the effort of maintaining cleaner and more beautiful roads.

An Individual Registration Form must be completed prior to a cleanup. As indicated by their signatures on the Individual Registration Form, the individual participants of the Group are aware of the hazardous nature of the work which is to be performed and have agreed to follow the Sponsors' safety guidelines and instructions. All participants have agreed to not hold the Sponsors responsible for any injuries they may suffer or damages that they may cause or suffer as a result of participation in the program.

The Sponsors recognize the Group as the adopting organization for

_____ (the road your group is adopting), from
_____ (crossroad that begins your chosen road section) to
_____ (crossroad road that ends your chosen road section).

The Group commits to pick up litter and remove illegal signs at least 4 times a year (or more if necessary) along its section of roadway, and promote a better environment in the community for a period beginning _____ (same date as listed above) and ending _____ (one year later).

Authorized Group Representative Name

Authorized Group Representative Signature

() _____

Primary Phone #

E-mail Address

Street Address

City

Zip Code

*****FOR NEW GROUPS:** Road sign name plates only have room for three lines of approximately 8-10 characters each (including spaces). Please print how you would like your sign name to read, using abbreviations if need be.

Group Name on Sign: Line 1: _____

Line 2: _____

Line 3: _____

Schedule of Cleanups

**Please e-mail, mail, or fax completed form to City of Jonesboro
124 North Ave Jonesboro, GA, 30236, Fax: (770) 478-3800**

Please submit dates for your cleanups. These dates are used for planning purposes. By submitting these dates to us, you are not committing your group to definitely cleaning up on that date; however, if you choose to change a date due to weather or unforeseen circumstances, you must still complete a minimum of 4 cleanups per year.

Please note, if you would like to receive recognition for a status of Excellence, you must complete MORE than 4 cleanups each annual year.

Group: _____

Contact: _____

Phone: _____

First cleanup date: _____

Second cleanup date: _____

Third cleanup date: _____

Fourth cleanup date: _____

Optional cleanup date: _____

Optional cleanup date: _____



Volunteer Waiver of Liability and Release

*Please print clearly

Volunteer Name _____

Date of Birth _____ Gender _____ Cell Number _____

Mailing address _____ City _____ Zip _____

Email address _____

City Department _____ # of Volunteer hours (if applicable) _____

Company or Organization you represent (if applicable)

In consideration of having been accepted as a volunteer for the above-referenced department of the City of Jonesboro, and with the knowledge that I will be working, directly or indirectly, in a volunteer capacity for Gwinnett County involving various duties, I recognize fully that my presence and activity as a volunteer may involve some element of risk which I am willing to assume. As a City of Jonesboro volunteer, I hereby agree to comply with the City of Jonesboro Government's policy prohibiting the possession of weapons while on duty for the City.

I, the undersigned, do hereby waive and release any and all rights, claims, injuries, liabilities, damages, or lawsuits of any kind or nature of myself, and those of my heirs or assigns, which may exist or accrue in the future against the City of Jonesboro, its various departments, personnel, employees, elected officials, staff, or agents arising out of, as a result of, or in connection with the duties, responsibilities, and work which I will undertake as a volunteer for the City of Jonesboro.

I, the undersigned, do hereby agree to indemnify, defend, and hold harmless the City of Jonesboro, its various departments, personnel, employees, elected officials, staff, or agents, from and against any and all rights, claims, injuries, liabilities, damages, or lawsuits of any kind or nature of myself, those of my heirs or assigns, or of third parties, which may exist or accrue in the future, arising out of, as a result of, or in connection with the duties, responsibilities, and work which I will undertake as a volunteer for the City of Jonesboro.

By signing, I acknowledge that I am not employed by any branch of the City of Jonesboro and do hereby request permission to accompany a City of Jonesboro employee in a City of Jonesboro vehicle. I understand that, as a condition of accompanying an employee of the City of Jonesboro, I release and absolve the City of Jonesboro and its employees of any and all claims, lawsuits, or any causes of action that may arise from accompanying said employee. I further release, renounce and waive all claims, lawsuits or any causes of action against any insurance company which insures the City of Jonesboro and its vehicles.

I understand that as a volunteer I am in no sense an employee of the City of Jonesboro and that I possess no rights under the City of Jonesboro Merit System. Further, I understand that I am not entitled to benefits or workers' compensation benefits from the City of Jonesboro which may accrue to its employees. I further understand that I am not entitled to any vested rights to which an employee of the City of Jonesboro may be entitled.

I acknowledge and understand that I am only to perform such functions as specifically directed by the departmental representative to whom I am assigned.

Volunteer Signature or Parent/Guardian Signature

Date



Please submit within 30 days after each cleanup to:

Fax: 770- 478-3775

Mail: 124 North Ave. Jonesboro, Ga. 30236

CONTACT INFORMATION

Group Name: _____

Contact name: _____ Phone: (_____) _____

Email address: _____

Mailing address: _____

City _____ Zip _____

CLEANUP DETAILS

Date of Cleanup: _____ Location of Cleanup: _____

of bags of garbage you collected: _____ # of illegal signs you collected: _____

Approximate weight of total litter and garbage collected (20lbs/bag plus approximate weight of other large items): _____

of volunteers: _____ # of hours worked: _____

Do you need the City of Jonesboro Public Works Department to pick up the bags? Yes _____ No _____
If yes, you must also be able to answer yes to the following questions:

- Are the bags within the right-of-way (area between the utility pole and curb)? _____
- Is the trash located next to an intersection and clearly visible? _____

Are there any other items other than bags that need to be removed? If yes, please describe the type and amount: _____

Intersection where the trash is located for pick-up:

Comments or suggestions:



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

-1

12.1

COUNCIL MEETING DATE

March 8, 2021

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Council to consider fee waiver for usage of Lee Street Park by the Jonesboro High School Band Booster Inc., on behalf of the Majestic Marching Cardinal Band for their annual awards ceremony to be held on April 17, 2021.

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

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.)

Lee Street Park is being requested by the Jonesboro High School Band Booster Inc, on behalf of the Majestic Marching Cardinal Band to hold their annual award ceremony. The event is slated for Saturday, April 17, 2021. At the current time, the time has not been decided.

As you know, the City has partnered with the Jonesboro Majestic Marching Cardinal Bands for several years. In addition, the Marching Cardinals have provided music at various city events and parades. Due to current COVID protocols, Lee Street Park is ideal as it is an open-air space.

About the Band

The Majestic Marching Cardinals are an energetic, high stepping, traditional band that brings excitement and unparalleled energy to every performance. Although the Majestic Marching Cardinals brand is a new one, the history and legacy of the Jonesboro High School Marching Band is rich and includes traveling to a band festival in Mexico. The school itself was created in 1891 and moved to its current resting place in 1963.

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.)*

- JHS Band Booster Inc Waiver Request

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

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

March, 8, 2021

Signature

City Clerk's Office



Jonesboro High School Band Booster, Inc.
7728 Mt. Zion Road
Jonesboro, GA 30236

March 4, 2021

To: Ricky Clark
City Manager
City of Jonesboro

From: Angela Pettigrew
President
Jonesboro High School
Band Booster, Inc.

Re: Fee Waiver Request

The Jonesboro High School Band Booster Inc, on behalf of the Majestic Marching Cardinals Band would like permission to utilize Lee Street Park/Amphitheatre as the location for our annual awards ceremony. The ceremony will be held on Saturday, April 17, 2021 and the time is to be determined. Due to covid restrictions, this outside venue would be the ideal location to celebrate our musical scholars for all their hard work. Those attending the ceremony will be asked to bring their own seating. We will adhere to all COVID protocols as well. We are requesting that the fee associated with the use of this facility be waived. Thank you for the awesome support always provided to our musical scholars.



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

-2

COUNCIL MEETING DATE

March 8, 2021

Requesting Agency (Initiator) Office of the City Manager	Sponsor(s)
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to consider approval of a Guaranteed Fixed Price Construction Contract by and between the City of Jonesboro and Hogan Construction Group LLC for the Phase 1 construction of the Jonesboro City Center.	
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i>	
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Economic Development, Community Planning, Neighborhood and Business Revitalization	
Summary & Background	<i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> Attached is a Guaranteed Fixed Price Contract for the construction of the new City Center, between Hogan Construction Group LLC, as Contractor, and the Urban Redevelopment Authority of the City of Jonesboro, as Owner. To expedite the work schedule, the contract is broken into two phases; the first phase consists of the site development work necessary to accommodate the building's construction, along with the structural steel, which will be ordered during Phase I. The price for Phase I is \$4,560,356.00, and that price will not change unless changes in the design are made by the Owner. Once the final design of the building is complete, the contract will be amended to include Phase II for the construction of the structure. It is anticipated that Phase I will take approximately four to six weeks to complete.
The new Jonesboro City Center is located on Smith Street at the West end of Lee Park. The site is organized with the new City Hall, Courthouse, Police Department, Probation offices, and Community Room acting as one comprehensive building with general public/staff parking, secured parking, and landscaped buffer zones. The east side of the property provides a landscape and hardscape plaza connecting directly to Lee Park.	
The architectural design of the exterior and interior "New Art Deco" echoes the progressive-mindedness yet stable culture of the City's Leaders and the general public of Jonesboro. This project also aligns with the goals and visioning of the "Blueprint Jonesboro" master planning.	
The building is a two-story steel-framed structure – cladded in limestone veneer, glass with aluminum accents. The plan layout is uniquely organized around a double-height atrium/ Lobby for the building's full depth (east-west), acting as a common space to connect the various building departments. The first level contains the Municipal Court/ City Council Chambers, Court Services, Probation Department, Police Department, Permitting/ Licensing Department, and Community. Level two has all the City Hall's Executive Administrative offices and support.	
Fiscal Impact	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date March, 8, 2021	
Signature	City Clerk's Office	

- Guranteed Fixed Price Consutraction Contract (Phase I Final)
- Exterior Design_JCC - 2021
- Jonesboro City Center_Day - 2021
- Jonesboro City Center_Night - 2021
- JCC_Finish Presentation _SELECTIONS_Page_04 - 2021
- JCC_Finish Presentation _SELECTIONS_Page_04 (003) 0 2921
- JCC_Finish Presentation _SELECTIONS_Page_05 - 2021
- JCC_Finish Presentation _SELECTIONS_Page_08 - 2021

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

Approval

GUARANTEED FIXED PRICE CONSTRUCTION

CONTRACT BETWEEN OWNER AND CONTRACTOR

This GUARANTEED FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR is made and entered into by the **Urban Redevelopment Agency of the City of Jonesboro, Georgia**, a Georgia Corporate body politic (hereinafter referred to as "the Owner") and **Hogan Construction Group LLC** (hereinafter "the Contractor"). This Contract is executed under seal and shall be effective on the date executed by the last party to execute it.

This Contract is for the construction of a project identified as the Jonesboro City Center Project (hereinafter "the Project"). A description of the Project is attached hereto as Exhibit "A" and is incorporated into this Contract by express reference.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Contractor agree:

1.

DEFINITIONS

Wherever used in this Contract or in the Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

- (A) **Addenda:** Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Contract Documents by additions, deletions, clarifications or corrections.
- (B) **Change Order:** Written order to the Contractor executed by the Owner, the Architect and Project Manager after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof.

- (C) **Concealed or Unknown Conditions:** Those conditions unforeseen by the parties, or which could not be reasonably foreseen by the Contractor, including, but not limited to, subsurface conditions, conditions concealed by existing structures, fluctuations in commodity and/or material prices, the removal or dismissal of a subcontractor for failure or inability to perform the work required, changes in regulatory requirements or industry standards not in existence at the time of design, or other such matters as a difference between the existing conditions and those expressly included in the Drawings.
- (D) **Contract Documents:** This Guaranteed Fixed Price Construction Contract Between Owner and Contractor, Change Orders, Payment Bond, Performance Bond, Drawings, Specifications, RFI responses and Addenda.
- (E) **Drawings:** The part of the Contract documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared or approved by the Architect.
- (F) **Final Completion:** That point at which, upon certification in writing by the Architect and Project Manager, the Project is complete in full accordance with this Contract and the Contractor has performed all of its obligations to the Owner under this Contract, subject only to those items included in the Final Punch List.
- (G) **Final Punch List:** A list of those items, as determined by the Architect and Project Manager upon final inspection, which require repair, completion or correction, but are of such a nature as to not to interfere with the Owner's occupancy and normal use of the Project.
- (H) **Phase(s):** That portion of the contract to be completed as a part of this Contract. This Contract shall be performed in two phases. The First Phase shall consist of the grading, earthwork, infrastructure, utility and soil and erosion control measures required to prepare the site for the construction of the building as shown on the Drawings and Specifications included in the Contract Documents as Phase I Plans. The Second Phase shall consist of the construction of the building and accompanying infrastructure as shown on the Drawings and Specifications included in the Contract Documents as Phase II Plans.
- (I) **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- (J) **Specifications:** A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- (K) **Subcontractor:** An individual, firm or corporation having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the work of the Project.

- (L) **Substantial Completion:** That point at which, as certified in writing by the Architect and Project Manager, the Project or a separate and discrete portion thereof is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. All warranties and other guarantees pass to the Owner at the point of Substantial Completion.
- (M) **Suppliers:** Any person, supplier or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the Project site.
- (N) **Work:** All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the Project.

2.

DOCUMENTS INCORPORATED BY REFERENCE

This Contract is composed of the Contract Documents as defined above and includes the plans and specifications for the Project identified thereon as such, plus any and all of the plans, drawings, designs, diagrams, specifications, or other materials set forth in Exhibit "B" all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph 2 do not, and shall not, form any part of this Contract.

3.

REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

- (A) The Contractor is fully qualified to act as the Contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the Contractor for, and to construct, the Project;
- (B) The Contractor has become familiar with the Project site and has been provided the opportunity to perform such tests, including destructive testing, as necessary, to determine

relevant conditions, and that the Contractor is therefore aware of local conditions under which the work on the Project is to be performed and has adjusted his price; including a contingency amount, to account for any local conditions which might affect the cost of such work,

- (C) The Contractor has received, or will have received prior to the issuance of a Notice to Proceed, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, consistent, coordinated and sufficient for construction from the perspective of a prudent Contractor. Contractor does not guarantee and makes no representations that the Contract Documents are without fault, omission or error.

4.

INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

- (A) This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreement between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any price documents;
- (B) Anything that may be reasonably required, or reasonably implied by the documents, which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;
- (C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor;
- (D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;
- (E) The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";
- (F) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract;

(G) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the Owner, the Architect and Project Manager of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the Owner or the Architect and Project Manager of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be, adequate, and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made;

(H) In the event of any conflict, discrepancy, or inconsistency among any of the documents that make up this Contract, the following shall control:

- (1) As between figures given on plans and scaled measurements, the figures shall govern;
- (2) As between large-scale plans and small-scale plans, the large-scale plans shall govern;
- (3) As between plans and specifications, the requirements of the specifications shall govern;
- (4) As between this document and the plans or specifications, this document shall govern.

5.

OWNERSHIP OF THE DOCUMENTS THAT MAKE UP THE CONTRACT

The documents that make up this Contract, and each of them, as well as any other documents furnished by the Owner, shall remain the property of the Owner. The Contractor shall have the right to keep one (1) copy of the Contract upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without the Owner's prior written authorization.

6.

CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (A) Construction of the Project;
- (B) The furnishing of any required surety bonds and insurance;
- (C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction. All necessary building permits and other permits required for the construction of the Project, including all permits required by State or Federal agencies or other entities, other than the City of Harlem (Owner), shall be obtained by the Contractor, who shall be responsible for full payment of any fees associated therewith;
- (D) The creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the Owner upon Final Completion of the Project and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor.

7.

TIME FOR CONTRACTOR'S PERFORMANCE

- (A) The Contractor shall commence the performance of this Contract on issuance of Notice to Proceed as to each Phase of the Project and shall diligently continue its performance to and until Final Completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before three hundred sixty-five (365) days following the issuance of the Phase I Notice to Proceed. Provided however, those days, if any, between the completion of Phase I of the Project and the issuance of the Phase II Notice to Proceed shall not be counted as against the total days for Substantial Completion.
- (B) The Contractor shall pay the Owner the sum of Five Hundred and no/100 Dollars (\$500.00) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then

believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. Provided however, the Owner shall not be entitled to a claim for any consequential damages in addition to the liquidated damages specified above. Owner expressly and irrevocably waives all claims for consequential damages.

- (D) The Contractor shall give notice to the Owner, Architect and Project Manager of any decisions, selections or determinations required to be made by the Owner, Architect or Project Manager, including a reasonable date by which such decision, selection or determination must be communicated to the Contractor to avoid any delay in schedule. Notice shall be deemed given by the Contractor in satisfaction of the above requirement, if such is given in writing to each of the above parties, or if such is noted in the Architect's journal or log of construction progress meetings. Should the Owner, Architect or Project Manager fail to provide such decision, selection or determination within the date so specified the Contractor shall be entitled to an extension of the date set forth in subsection (A) above by an amount of time equal to the number of days between the date specified and the actual date such is communicated to the Contractor.
- (C) All limitations of time set forth herein are material and are of the essence of this Contract.

8.

GUARANTEED FIXED PRICE AND CONTRACT PAYMENTS

- (A) The Owner shall pay, and the Contractor shall accept, **Four Million Five Hundred Sixty Thousand Three Hundred Fifty-Six and no/100 Dollars (\$4,560,356.00)** as full and complete payment for the Contractor's timely performance of its Phase I obligations hereunder (the "Phase I Guaranteed Fixed Price"). The price set forth in this Subparagraph 8(A) shall constitute the Phase I Contract Price, which shall not be modified except by Change Order as provided in this Contract. Provided however, it is understood and agreed that said Phase I Guaranteed Fixed Price includes a construction contingency allowance (the "Contingency Allowance") in the sum of One Hundred Eleven Thousand Two Hundred Forty and no/100 Dollars (\$111,240.00) which may be expended by the Contractor with notice to the Owner for those items as set forth in Paragraph 14(C) below. Upon completion of the final construction drawings this Contract shall be amended to provide the Phase II Guaranteed Fixed Price and to include herein the Phase II Drawings and Specification, and the combined Phase I and Phase II Guaranteed Fixed Price shall constitute the Guaranteed Fixed Price as such is utilized herein. The Contractor shall report to the Architect, Project Manager and Owner, upon the form provided for in Exhibit D, each and every draw upon such contingency and the basis therefore and such contingency may be drawn upon only for direct labor and materials for the Project and may not be applied to or used for general conditions, overhead or profit of the Contractor. The Contingency Allowance shall constitute full and complete payment to the Contractor for

any and all Concealed and Unknown Conditions and the Guaranteed Fixed Price shall not be amended, changed or increased as a result of such conditions. However, should the Concealed and Unknown Conditions require an extension of time, as provided for in Paragraph 14(F) below, the contractor may include the cost of associated project supervision to the contingency draw. Any and all balances in the Contingency Allowance at the date of final payment under the terms of this agreement shall be divided Seventy (70%) percent to the Owner and Thirty (30%) percent to the Contractor. The Contractor's portion, if any, shall be paid within thirty (30) days of Final Completion.

- (B) For all portions of the Contract, the Contractor has prepared and presented to the Owner, or the Owner's representatives, and the Architect, the Contractor's Schedule of Values apportioning the Contract Price among the different elements of the Project for purposes of periodic and final payment. Should the Guaranteed Fixed Price, as set forth above, include any allowances in addition to the Contingency Allowance such shall be clearly stated on the Schedule of Values and shall be expended in the same manner as the Contingency Allowance set forth above. The Contractor's Schedule of Values is attached hereto as Exhibit "C". The Contractor's Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after the Architect and the Project Manager have acknowledged it in writing.
- (C) The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph 8. On or before the first day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the last day of the previous month. Said Payment Request shall be in such format as attached hereto as Exhibit "E". Therein, the Contractor may request payment for ninety percent (90%) of that part of the Contract Price allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the Owner), less the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect and Project Manager shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity (as determined by the Architect and Project Manager) and quality (as determined by the Architect) of the work is as represented in the payment Request and is as required by this Contract. The Architect and Project Manager shall approve in writing the amount, which, in the opinion of the Architect and Project Manager, is properly owing to the Contractor no later than ten (10) days following receipt of a Payment Request. The Owner shall make payment to the Contractor within ten (10) days following the Architect and Project Manager's written approval of each Payment Request. The amount of each such payment shall be the amount

approved for payment by the Architect and Project Manager less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect and Project Manager's approval of the Contractor's Payment requests shall not preclude the Owner from the exercise of any of its rights as set forth in Subparagraph 8(F) herein below. The submission by the Contractor of a Payment request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien, in the form attached hereto as Exhibit "F". Furthermore, the Contractor warrants and represents that, upon payment of the payment Request submitted, title to all work included in such payment shall be vested in the Owner.

- (D) When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not properly paid a subcontractor, materialman, laborer, or supplier as provided herein, and has not provided a reasonable explanation to the owner, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.
- (E) Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract.
- (F) The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or the entire amount previously paid to the Contractor due to:
 - (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
 - (3) The Contractor's rate of progress being such that, in the Owner's opinion, substantial or Final Completion, or both, may be inexcusably delayed, and that such amounts as then retained by the Owner are insufficient to cover any damages caused thereby;
 - (4) The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to properly pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

- (5) Claims made, or reasonably likely to be made, against the Owner or its property, unless security, acceptable to the Owner, is provided by the Contract to cover the amount of any such claim;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of its obligations to the Owner after notice of such and a reasonable time to perform.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 8(F), the Contractor shall promptly comply with such demand. In no event shall Owner withhold more monies than is reasonable to secure Owner against the asserted loss or risk.

- (G) If within ten (10) days from the date payment to the Contractor is due as measured from the date such payment is approved by the Architect and Project Manager, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days' written notice of its intent to cease work to the Owner.
- (H) When Substantial Completion has been achieved, but not less than thirty (30) days prior to the final date for completion as set forth herein, the Contractor shall notify the Owner, the Architect, and Project Manager in writing and shall furnish to the Architect and Project Manager a listing of those matters yet to be finished. The Architect and Project Manager will thereupon conduct an inspection to confirm that the work is in fact substantially complete. The Architect and Project Manager will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. If the Architect and Project Manager, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price; provided, however, said payment to the Contractor by the Owner shall be reduced by any amounts attributable to liquidated damages and by an amount equal to two hundred percent (200%) of the value of each remaining incomplete item as determined by the Owner, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. The Owner shall pay any payment due to the Contractor under this provision within thirty (30) days after confirmation of substantial completion of the Architect and Project Manager.

(I) When the Project is finally complete, and the Contractor is ready for a final inspection, it shall notify the Owner, the Architect and Project Manager thereof in writing. Thereupon, the Architect and Project Manager will perform a final inspection of the Project. If the Architect and Project Manager confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Owner hereunder, the Architect and Project Manager will issue a Certificate of Final Completion, subject only to those items included in the Final Punch List, with final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount the Owner is entitled to withhold pursuant to this Contract. If the Architect is unable to issue its final Approval for payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment.

(J) If the Contractor fails to achieve Final Completion within sixty (60) days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of Five Hundred and no/100 Dollars (\$500.00) per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Final Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

(K) Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner required by the Project Manager, with a copy to the Architect:

- (1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
- (2) If required by the Owner, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the Owner or the Owner's property;
- (3) If applicable, consent(s) of surety to final payment;
- (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout;

- (L) The Owner shall, subject to its rights set forth in Subparagraph 8(F) above, make final payment of all sums due the Contractor within ten (10) days of the Architect and Project Manager's execution of a final Approval for Payment.
- (M) The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and for every act and neglect of the Owner, Architect, Project Manager, and others relating to or arising out of the Work. Any payment, however, final or otherwise, shall not release the Contractor or his Sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

9.

INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

- (A) The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions of the structure at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.
- (B) The Owner shall obtain all required authorizations, approvals, easements, and the like excluding the building permit and other permits or fees required of the Contractor by this Contract or permits and fees customarily the responsibility of the Contractor.
- (C) The Owner will provide the Contractor two (2) copies of the complete Contract, along with ten (10) sets of Contract Documents.

The Contractor will be charged, and shall pay the Owner, the actual cost of reproduction of each additional set of Contract Documents, which it may require.

10.

CEASE AND DESIST ORDER

In the event the Contractor fails or refuses to perform the work as required herein, after notice and a reasonable time to perform, the Owner may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor

shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists, or the Owner instructs that the work may resume. In the event the Owner issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instruction will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another Contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

11.

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- (A) The Contractor is again reminded of its continuing duties set forth in Subparagraph 4(G), which are by reference hereby incorporated in this Subparagraph 11(A). The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Architect, Project Manager, Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;
- (B) All work shall strictly conform to the requirements of this Contract;
- (C) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- (D) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;
- (E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor, except such permits, fees and licenses issued or collected by the Owner. The Contractor shall comply with all legal requirements applicable to the Work; providing however that Contractor is not responsible for determining that design

drawings and the design of the Work comply with applicable laws and ordinances. Permits which are required by the Owner for construction, use or occupancy of permanent structures or permanent changes in existing facilities shall be obtained by the Contractor who shall be responsible for full payment of any fees associated therewith;

(F) The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
Paul Hogan	President
George Clackum	Vice President of Operations
Adam Waites	Senior Project Manager
Chris Copeland	Project Manager
Richard Thomason	Superintendent

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 11(F) as though such individuals had been listed above;

(G) The Contractor, prior to commencing the work, shall provide to the Owner, the Architect and Project Manager, and comply with, the Contractor's schedule for completing the work. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner, the Architect and Project Manager. Strict compliance with the requirements of this Subparagraph 11(G) shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;

(H) The Contractor shall keep an updated copy of the Plans and Specifications at the Project site or local office of the Contractor. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner, the Architect and Project Manager at all regular business hours. Upon Final Completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;

(I) Shop drawings and other submittals from the Contractor do not constitute a part of the contract. The Contractor shall not do any work requiring shop drawings or other submittals unless the Architect and Project Manager shall have approved such in writing. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Architect, Project Manager, the

Owner shall not be evidence that work installed pursuant shop drawings or other submittals conforms to the requirements of this Contact. The Owner and the Architect shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any re-submittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Architect;

- (J) The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon Final Completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment;
- (K) The Contractor shall, at all times, maintain the Project site in a safe manner. From time to time the Contractor may be required by the Owner to surrender portions of the Project to tenants of the Owner, or contractors of such tenants, for other work or early occupancy. The Contractor shall take such steps, at Contractor's expense, as are necessary to reasonably ensure the safety of all parties utilizing or frequenting such portions of the Project during Contractor's continued work hereunder. Provided however, prior to the surrender of any portion of the premises before Substantial Completion, the Owner shall provide to the Contractor evidence that such portion of the premises are covered by Property Casualty and Liability insurance.
- (L) At all times relevant to this Contract, the Contractor shall permit the Owner, the Architect and Project Manager to enter upon the Project site and to review or inspect the work without formality or other procedure, conditioned upon each such party complying with any and all reasonable safety requirements imposed by the Contractor for the safe and secure performance of the work.

12.

INDEMNITY

The Contractor shall indemnify, enter and defend, and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with the Contractor's performance of this Contract, including claims, liability, damage, loss, cost or expense due to sickness, personal injury, disease or death, or to loss or destruction of tangible property, including loss of use resulting there from, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable,.

13.

THE PROJECT ARCHITECT AND PROJECT MANAGER

The Architect for this Project is Nelson Wakefield Beasley & Associates (the "Architect"). The Project Manager for this Project is Public-Private Partnership Project Management, Inc. (4PM) (the "Project Manager"). In the event the Owner should find it necessary or convenient to replace the Architect or Project Manager, the Owner shall retain a replacement Architect and/or Project Manager and the role of the replacement Architect and/or Project Manager shall be the same as the role of the Architect and/or Project Manager specified below. Unless otherwise directed by the Owner in writing, the Architect and/or Project Manager will perform those duties and discharge those responsibilities allocated to the Architect and/or Project Manager in this Contract. The duties, obligations and responsibilities of the Architect and/or Project Manager shall include, but are not limited to, the following:

- (A) Unless otherwise directed by the Owner in writing, the Project Manager shall act as the Owner's agent from the effective date of this Contract until final payment has been made, to the extent expressly set forth in his Contract;
- (B) Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Project Manager;
- (C) When requested by the Contractor in writing, the Architect shall render interpretations necessary for the proper execution or progress of the work;
- (D) The Architect shall draft, and the Project Manager shall review all proposed Change Orders;
- (E) The Architect shall approve, or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor;
- (F) The Architect and/or Project Manager shall be authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of this Contract. If the Architect and/or Project Manager deem it appropriate, the Architect and/or Project Manager shall be authorized to call for extra inspections or testing of the work for compliance with requirements of this Contract;
- (G) The Architect and Project Manager shall review the Contractor's Payment Requests and shall approve in writing those amounts which, in the opinion of the Architect and Project Manager, are properly owing to the Contractor as provided in this Contract;
- (H) The Architect and Project Manager shall, upon written request from the Contractor, perform those inspections required in Paragraph 8 hereinabove;
- (I) The Architect and/or Project Manager shall be authorized to require the Contractor to make changes which do not involve a change in the Contract Price or in the time for the Contractor's performance of this Contract consistent with the intent of this Contract, provided such changes are in written order from the Architect and/or the Project Manager and are binding on both the Contractor and the Owner;

(J) THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS CONTRACT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE ARCHITECT AND/OR PROJECT MANAGER. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BY AND BETWEEN THE OWNER AND THE ARCHITECT AND/OR PROJECT MANAGER. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ARCHITECT AND/OR PROJECT MANAGER TO THE OWNER. THE CONTRACTOR IS NOT RESPONSIBLE OR LIABLE FOR ANY ACTS OR OMISSION OF ARCHITECT AND CONTRACTOR HAS NO DUTY TO DISCOVERY ANY ACTS OR OMISSIONS OF ARCHITECT. PROVIDED HOWEVER, IF CONTRACTOR DISCOVERS ANY ACTS OR OMMISIONS, THE CONTRACTOR HAS AN AFFIRMATIVE DUTY TO ADVISE THE OWNER IF THE DRAWINGS OF ANY PART OF THE DRAWINGS ARE INADEQUATE TO PERFORM THE WORK.

14.

CLAIMS BY THE CONTRACTOR

Claims by the Contractor against the Owner, other than those claims by the Contractor arising from the failure of the Owner to make payments pursuant to a Payment Request, as provided for in Paragraph 8 herein, shall be subject to the following terms and conditions:

- (A) All Contractor claims against the Owner shall be initiated by a written claim submitted to the, the Architect and Project Manager. Such claim shall be received by the Owner, the Architect and Project Manager no later than ten (10) calendar days after the event, or the discovery of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim;
- (B) The Contractor and the Owner shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor;
- (C) In the event the Contractor discovers previously concealed and unknown conditions which could not have been discovered by reasonable inspection, the Contractor shall notify the Owner, Project Manager and Architect within ten (10) calendar days after the first discovery of the circumstances. As a condition precedent to the Contractor's draw upon the contingency allowance due to concealed and unknown conditions, the Contractor must give the Owner, the Architect and Project Manager written notice of, on the form provided in Exhibit D, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice as provided by this Subparagraph 14(C) shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition. Furthermore, any draw upon any other allowance set forth in the Schedule of Values shall likewise be accompanied by written notice of such on

the form provided in Exhibit D, ten (10) calendar days prior to such draw for review by the Architect and Project Manager.

- (D) In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall strictly comply with the requirements of Subparagraph 14(A) above and such claim shall be made by the Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation;
- (E) In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, other than Change Orders properly submitted pursuant to the provisions of Paragraph 16, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor.
- (F) In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner's behalf, or by Owner-authorized Change Orders, or authorized draws upon the contingency, as set forth in Paragraph 8(A) above, unusually bad weather not reasonably anticipatable, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, Final Completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner, the Architect and Project Manager. A task is critical within the meaning of this Subparagraph 14(F) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of Subparagraph 14(A) above. If the Contractor fails to make such claim as required in this Subparagraph 14(F), any claim for an extension of time shall be waived.

15.

SUBCONTRACTORS

Upon execution of this Contract, the Contractor shall identify to the Owner, the Architect and Project Manager, in writing, those parties intended as subcontractors on the Project. The Owner shall, in writing within ten (10) days of such notice, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract termination as set forth herein below.

16.

CHANGE ORDERS AND DRAWS ON ALLOWANCES

One or more changes to the work within the general scope of this Contract, may be ordered by Change Order. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- (A) Change Order may be requested by the Contractor or initiated by the Owner. Provided however, a Change Order may be initiated by the Contractor only for changes in the design, specifications or scope of work by the Owner, or for changes in the design, specifications or scope of work necessitated by errors, omissions or conflicts in the original design and specification. Changes to the design, specifications or scope of work necessitated by previously concealed and unknown conditions which could not have been discovered by reasonable inspection, as set forth in Paragraph 14(C), shall be handled by draws upon the contingency allowance as provided for therein and not by Change Order. In addition, any draws upon any other allowance set forth in the Schedule of Values shall be handled as provided in Paragraph 14(C) and not by Change Order. The Architect and Project Manager shall review all proposed Change Orders and indicate the need therefor and any change in price or duration of the Agreement. No Change Order shall be effective unless approved by the Owner and the Contractor; provided that if the total change order does not exceed two thousand five hundred (\$2,500.00) dollars, the Project Manager may approve the Change Order on behalf of the Owner. The Contractor and either the Owner or the Project Manager must sign or initial all Change Orders in order to effect a change in the Contract's terms.
- (B) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order except to the extent of any claim which may arise pursuant to Paragraph 14(C) as a direct result of the execution of such Change Order.
- (C) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approvals are required by the Owner, the Architect, the Project Manager, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

17.

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

- (A) In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Architect, such work shall be uncovered and displayed for the Owner's or Architect's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- (B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 17(A) above, it shall, if directed by the Project Manager or the Architect be uncovered and displayed for the Project Manager's or Architect's inspection. If the uncovered work conforms strictly to this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;
- (C) The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner or by the Architect and Project Manager as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;
- (D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following Final Completion upon written direction from the Owner;
- (E) The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

18.

TERMINATION BY THE CONTRACTOR

If the Owner fails to perform its material obligations to the Contractor after written notice and a reasonable period to perform, the Contractor may terminate performance under this Contract by written notice to the Owner, the Architect and Project Manager, given not less than ten (10) days

prior to its intent to terminate hereunder. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 20(A) hereunder.

19.

OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

- (A) The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If the Owner directs any such suspension, the Contractor shall immediately comply with same.
- (B) In the event the Owner directs a suspension of performance under this Paragraph 19, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid of:
 - (1) demobilization and remobilization, including such costs paid to subcontractors;
 - (2) preserving and protecting work in place;
 - (3) storage of materials or equipment purchased for the Project, including insurance thereon;
 - (4) performing in a later, or during a longer, time frame than that contemplated by this Contract.

20.

TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

- (A) The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:

(1) The Contractor shall submit a termination claim to the Owner, the Architect and Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Architect and Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the contractor will be deemed to have waived any claim for termination:

(2) Within thirty (30) days of such submission, the Owner, Architect, Project Manager and the Contractor shall meet to attempt to agree upon the compensation, if any, due to the Contractor hereunder;

(3) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

- (a) Contract prices for labor, materials, equipment and other services accepted under this Contract;
- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance;
- (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 20(A) of this Paragraph;
- (d) An amount equal to ten (10%) per cent of the unpaid balance of the Guaranteed Fixed Price set forth in Paragraph 8 (A) as reasonable profits; provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(2) These costs shall not include amounts paid in accordance with other provisions hereof. The total sum to be paid the Contractor under this Subparagraph 20(A) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(B) If the Contractor does not perform the work, or any part thereof, in a timely manner, after notice and a reasonable time to perform, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may, after five (5) days written notice, terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment of the site and may complete the work. In such case, the

Contractor shall not be paid further until the work is complete. After Final Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph 20(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 20(A) and the provisions of Subparagraph 20(A) shall apply.

21.

INSURANCE

The Contractor shall maintain insurance at all times this Contract is in effect and shall maintain liability insurance for a period of not less than two (2) years after final completion of the Project in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Five Million Dollars (\$5,000,000.00) aggregate for liability coverage. and not less than Twelve Million Dollars (\$12,000,000.00) for Builder's Risk coverage.

The coverage provided herein shall contain an endorsement providing thirty (30) days written notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

22.

SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner.

23.

PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be reasonably made available to the Owner or the Architect and Project Manager for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records do not include those documents reflecting the cost of construction to the Contractor, except for those records related to any Change Order, Contingency Draw or Allowance Draw, as provided for herein. The Contractor shall maintain and protect these documents for no less than four (4) years after Final Completion of the Project, or for any longer period of time as may be required by law or good construction practice.

24.

APPLICABLE LAW

The law is hereby agreed to be the law of the State of Georgia.

25.

SUCCESSORS AND ASSIGNS

Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

26.

All notices, claims or other communications provided for by this Contract shall be in writing and shall be mailed by certified mail to the following Notice addresses:

OWNER

Urban Redevelopment Agency
124 North Avenue
Jonesboro, GA 30236

CONTRACTOR

Hogan Construction Group, LLC
5075 Avalon Ridge Pkwy
Norcross, GA 30071

Such notices, claims and communications shall be deemed to date from date of receipt.

OWNER

**URBAN REDEVELOPMENT
AGENCY OF THE CITY OF
JONESBORO**

SEAL

By: _____

(DATE OF EXECUTION)

CONTRACTOR

HOGAN CONSTRUCTION GROUP LLC

SEAL

By: _____

(DATE OF EXECUTION)

EXHIBIT A

Project Description

The Project consists of the construction of a new City Center to include administrative offices for City Hall and Police Department, a combination City Court and Council Chambers, ancillary public and service space for a total of approximately 33,000 square feet, along with the site improvements necessary to support such, as more particularly described in the Contract Documents attached hereto.

EXHIBIT B

List of Contract Documents

Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
Civil	C-0	DEMOLITION PLAN	3	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-1	SITE & PAVING PLAN	4	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-2	GRADING & DRAINAGE PLAN	4	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-2.1	STORM DRAINAGE PROFILES	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-2.2	STORM DRAINAGE DETAILS	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-2.3	STORM DRAINAGE DETAILS	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-2.5	STORM DRAINAGE DETAILS	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-3	UTILITIES PLAN	3	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-3.1	SANITARY SEWER PROFILES	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-4	EROSION, SEDIMENTATION, & POLLUTION CONTROL COVER	3	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-4.1	EROSION, SEDIMENTATION, & POLLUTION CONTROL NOTES	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-4.3	INITIAL EROSION, SEDIMENTATION, & POLLUTION CONTROL PLAN	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-4.4	INTERMEDIATE EROSION, SEDIMENTATION, & POLLUTION CONTROL PLAN	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-4.5	FINAL EROSION, SEDIMENTATION, & POLLUTION CONTROL PLAN	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-4.6	EROSION, SEDIMENTATION, & POLLUTION CONTROL DETAILS	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-4.7	EROSION, SEDIMENTATION, & POLLUTION CONTROL DETAILS	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-5	PAVING DETAILS	3	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-6	CONSTRUCTION DETAILS	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-7	UTILITY DETAILS	2	2/15/2021	2021.02.15 Jonesboro Civil
Civil	C-7.1	UTILITY DETAILS	2	2/15/2021	2021.02.15 Jonesboro Civil
General	G-1	COVER	3	2/15/2021	2021.02.15 Jonesboro Civil
General	G-2	GENERAL NOTES	2	2/15/2021	2021.02.15 Jonesboro Civil
General	G-3	SURVEY	4	2/15/2021	2021.02.15 Jonesboro Civil
Landscape	L-1	LANDSCAPE PLAN	4	2/15/2021	2021.02.15 Jonesboro Civil
Landscape	L-2	LANDSCAPE DETAILS	2	2/15/2021	2021.02.15 Jonesboro Civil

EXHIBIT C

Schedule of Values

SCOPE OF WORK ITEMS	PHASE I SOV
GENERAL REQUIREMENTS	
1. Project Management & Superintendent	\$ 93,953.00
Specify Personnel & Associated Costs with Each	
Assistant PM and Superintendent	\$ 11,746.00
Safety Officer	\$ 2,294.00
Project Accounting	\$ 9,939.00
2. Construction Facilities & Temporary Utilities	\$ 14,795.00
3. Progress Cleaning	\$ 3,024.00
4. Final Cleaning	\$ -
5. Construction Waste	\$ 5,778.00
6. Payment & Performance Bonds	\$ 37,311.00
7. Permits & Licenses	\$ -
8. Other General Conditions	\$ 10,996.00
Specify Unlisted Condition as Subcategory	
DEMOLITION	
Specify Any Items of Demo	\$ 111,158.00
SITE WORK	
1. Traffic Control	\$ 32,205.00
2. Clearing & Grubbing	\$ 31,125.00
3. Testing	\$ -
4. Erosion Control	\$ 81,163.00
5. Grading	\$ 189,348.00
6. Sanitary Sewer	\$ 34,905.00
7. Storm Drainage	\$ 498,660.00
8. Domestic Water	\$ 58,720.00
9. Fire Water	\$ 50,450.00
10. Vault Structures	\$ 60,000.00
11. Connections	\$ 10,000.00
12. Curb & Gutter	\$ 92,822.00
13. Concrete Stairs	\$ 43,470.00
14. Concrete Retaining Walls	\$ 59,281.00
15. Concrete Sidewalks	\$ 187,926.00
16. Concrete Paving	\$ 43,804.00
17. Asphalt Paving	\$ 268,723.00
18. ADA	\$ -
19. Handrails	\$ 31,030.00
20. Signage	\$ -
21. Markings	\$ 13,378.00
22. Temporary Drainage (Traffic Control, Layout, Street Cleaning)	\$ 21,998.00

Attachment: Guaranteed Fixed Price Construction Contract (Phase I Final) (1832 : Jonesboro City Center - Guaranteed Fixed Price)		
23. Tree Safety	\$	-
24. Landscape	\$	139,721.00
Specify Subcategories	\$	55,692.00
25. Irrigation	\$	41,556.00
26. Site Electric Infrastructure Allowance	\$	100,000.00
27. Other - Specify Subcategories	\$	48,112.00
CONCRETE		
1. Foundation Repair & Slabs	\$	402,189.00
2. Foundation Reinforcement	\$	28,107.00
3. Termite Treatment	\$	1,670.00
4. Other - Specify Subcategories		
MASONRY		
1. Brick Masonry	\$	-
2. CMU / Synthetic Limestone Cavity Wall	\$	-
3. Other - Specify Subcategories		
METALS		
1. Light Gauge Metal Stud Framing	\$	-
2. Heavy Gauge Metal Stud Framing	\$	-
3. Structural Steel Framing	\$	1,025,863.00
4. Ladders	\$	883.00
5. Railings	\$	40,250.00
6. Stairs	\$	61,000.00
7. Bollards	\$	4,680.00
8. Other - Specify Subcategories	\$	-
WOOD & PLASTICS		
1. Rough Carpentry	\$	-
2. Trusses, etc.	\$	-
3. Millwork & Trim	\$	-
4. Cabinets	\$	-
5. Solid Surface	\$	-
6. Countertops	\$	-
7. Other - Specify Subcategories	\$	-
THERMAL & MOISTURE PROTECTION		
1. Insulation	\$	-
2. Roofing	\$	-
3. Roof Accessories	\$	-
4. Siding - Specify Subcategories	\$	-
5. Metal Flashing & Trim	\$	-
6. Weatherproofing	\$	-
7. Other - Specify Subcategories	\$	-
DOORS & WINDOWS	\$	-

		Guaranteed Fixed Price
1. Metal Doors & Frames	\$	-
2. Wood Doors & Frames	\$	-
3. Door Hardware	\$	-
4. Specialty Door Hardware	\$	-
5. Storefront	\$	-
6. Glass & Glazing	\$	-
7. Overhead & Specialty Doors	\$	-
8. Other - Specify Subcategories	\$	-
FINISHES		\$
1. Gypsum Board Assemblies	\$	-
2. Acoustical Ceilings	\$	-
3. Stucco	\$	-
4. Tile	\$	-
5. Carpet	\$	-
6. Sealed Concrete	\$	-
7. Specialty Flooring	\$	-
8. Base	\$	-
9. Painting – Interior	\$	-
10. Painting – Exterior	\$	-
11. Other - Specify Subcategories	\$	-
SPECIALITIES & EQUIPMENT		\$
1. Toilet Accessories	\$	-
2. Toilet Partitions	\$	-
3. Canopies	\$	-
4. Signage	\$	-
5. Kitchen Equipment	\$	-
6. Special Equipment - Specify Subcategories	\$	-
7. Fire Extinguishers	\$	-
8. Other - Specify Categories	\$	-
SPECIAL CONSTRUCTION		\$
1. Fire Suppression Sprinkler Systems	\$	-
2. Elevator	\$	85,675.00
MECHANICAL		\$
1. Plumbing	\$	100,000.00
2. Kitchen Plumbing Rough-in & Connection	\$	-
3. Grease Traps	\$	-
4. HVAC	\$	-
5. Other - Specify Subcategories	\$	-
ELECTRICAL		\$
1. Electrical	\$	-
2. Kitchen Electrical Rough-in & Connection	\$	-
3. Low Voltage Rough-in	\$	-

4. Communication & Data	\$	-
5. Other - Specify Subcategories	\$	-
GENERATOR	\$	-
Specify Subcategories of Scope		
TAXES & INSURANCE (BUILDER'S RISK, etc.)	\$	53,716.00
OVERHEAD & PROFIT	\$	111,240.00
CONTINGENCY	\$	150,000.00
Sub Total of Value Engineering		
TOTAL ESTIMATE Phase I	\$	4,560,356

EXHIBIT D



Request for Change Order, Contingency Draw or
Allowance

Project:

Contractor:

Contractor's Tracking No.:

Reason for Request:

Contractor Documentation: Contractor acknowledges that with this submittal all back up documentation and verification has been included to support this request.

Authorized Signature for Contractor

Amount of Request:

Labor/Materials, etc.:

General Conditions:

Overhead & Profit:

Total:

CDP Recommendation:

By: _____

Owner/Lender Approval:

Owner/Lender Approval

Authorized Signature for Owner

Authorized Signature for Lender

EXHIBIT E

Pay Request

Pay requests shall be submitted, no more frequently than once a month, on AIA G702 and AIA G703 forms with an accompany schedule of values in Excel format. A ten (10%) percent retainage shall be retained until final completion of the project.

12.2.b



Attachment: Exterior

Packet Pg. 150

12.2.c



Attachment: Jonesboro City

Packet Pg. 151

12.2.d



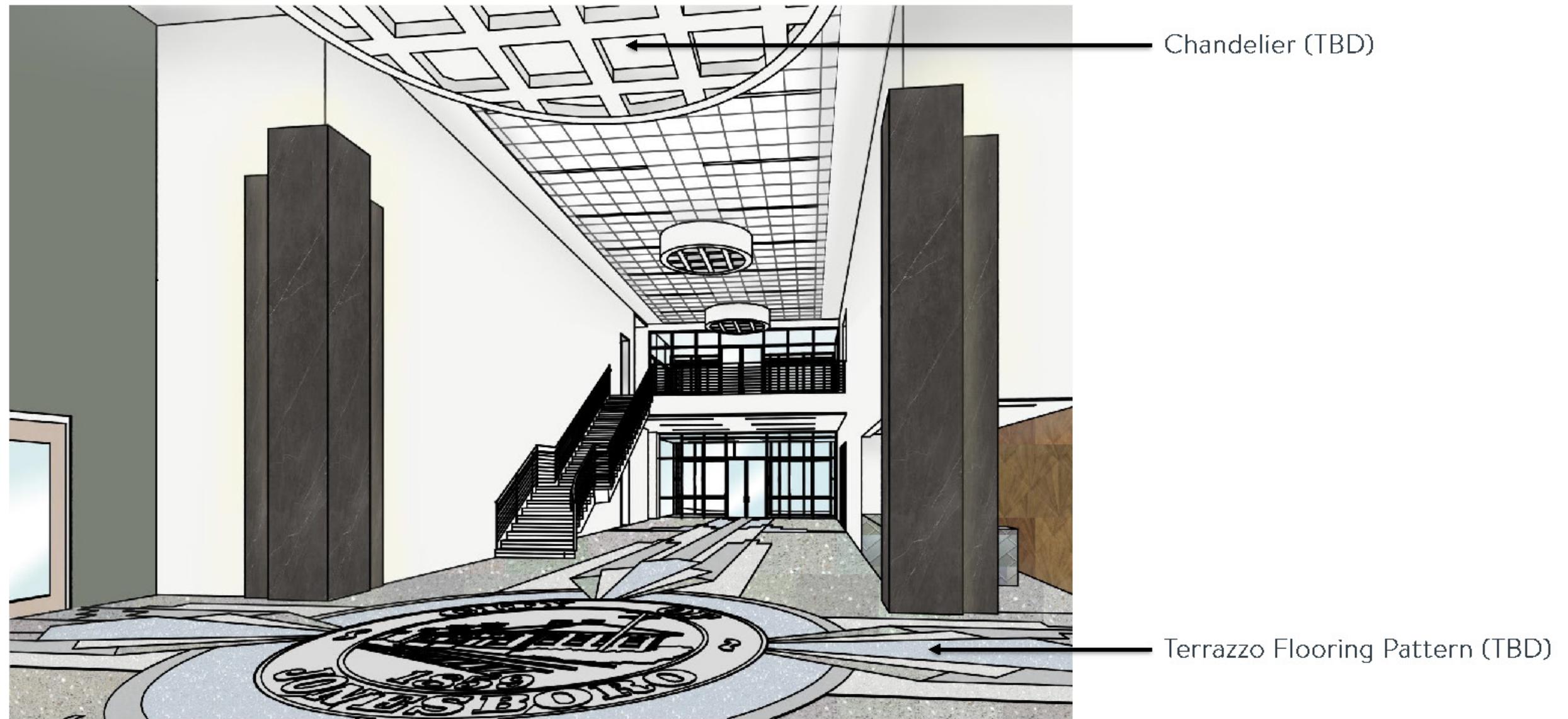
Attachment: Jonesboro City

Packet Pg. 152

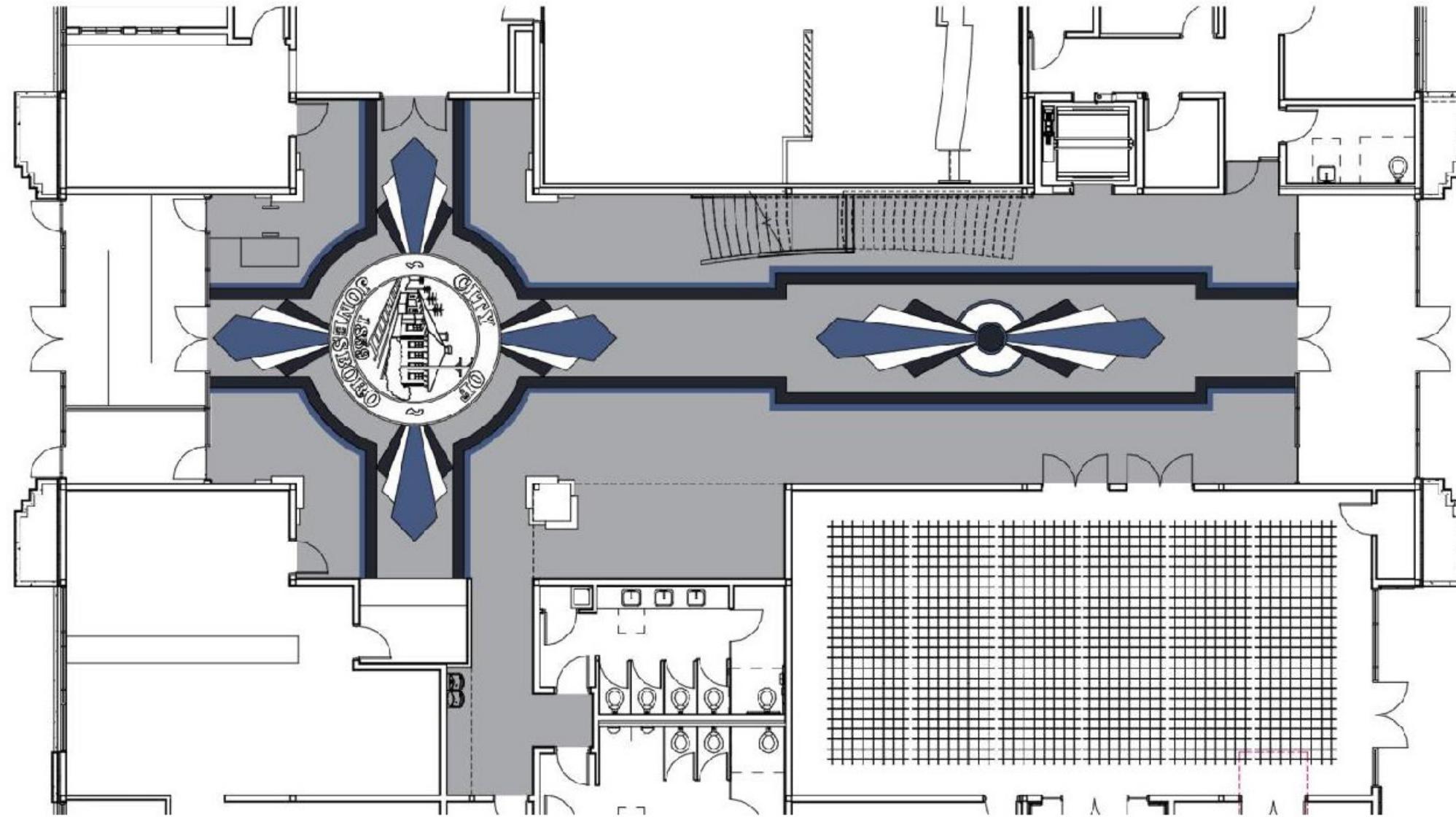
> Atrium



> Atrium

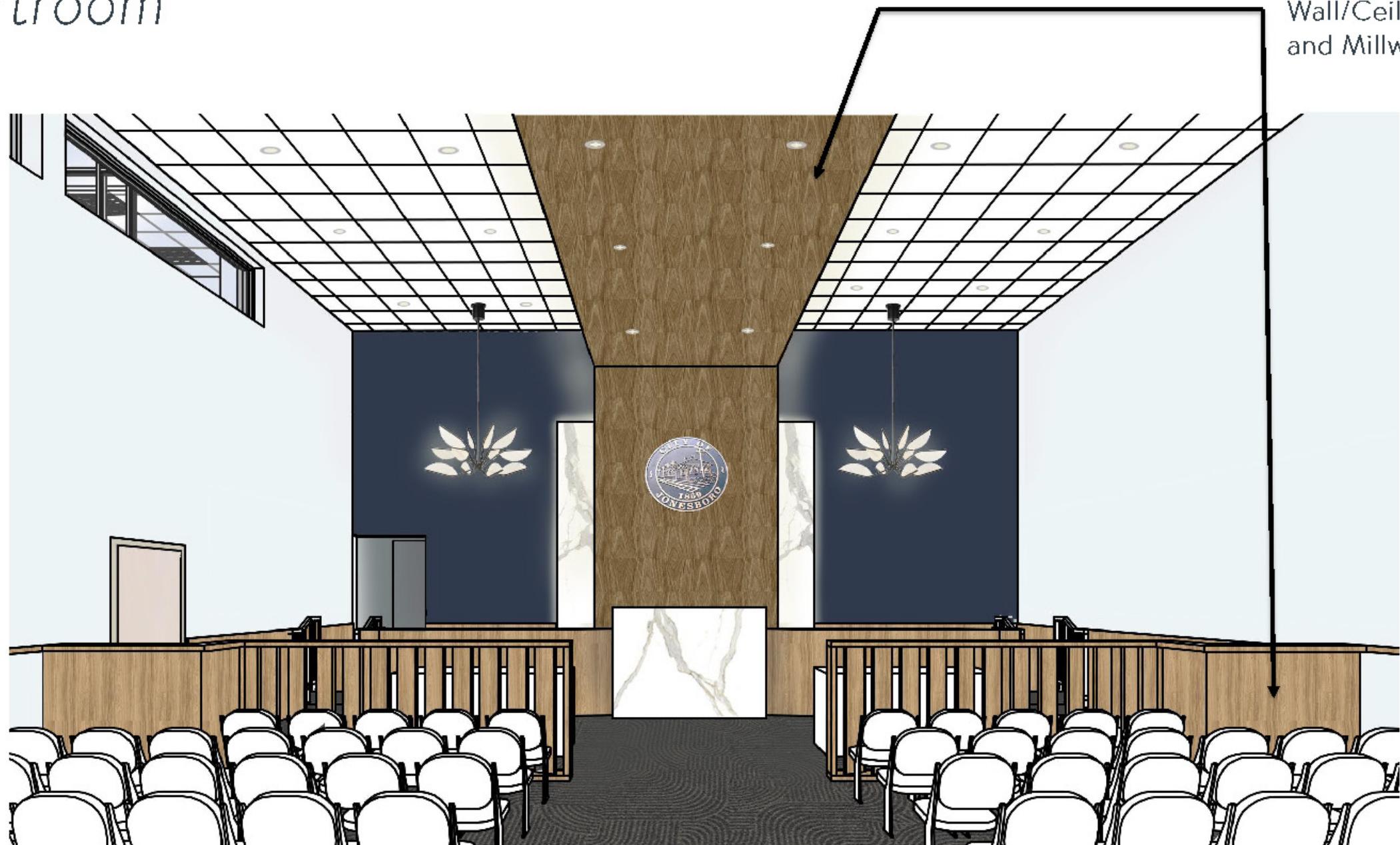


> Atrium Floor Pattern



- > Simplified design with art deco flair
- > Greige terrazzo as main flooring
- > Emphasized wayfinding with directional cues

> Courtroom



Wall/Ceiling Feature Material
and Millwork (TBD)



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

- 3

12.3

COUNCIL MEETING DATE

March 8, 2021

FOLLOW-UP APPROVAL ACTION (City Clerk)

RECEIPT OF APPROVAL/NOTIFICATION (City Clerk)	
Typed Name and Title Ricky L. Clark, City Manager	Date March, 8, 2021
Signature	City Clerk's Office

- Presentations/support/attendance at the two (2) required public hearings (one at kick-off and one prior to transmittal for regional and state review)
- A maximum of three (3) steering committee meetings facilitated by ARC staff, at no cost, at a location provided by the local government
- A maximum of one (1) public meeting facilitated by ARC staff, at no cost, at a location provided by the local government
- An online public engagement portal and/or survey hosted by ARC, if requested
- Language for official public hearing notices, if requested
- Advertisement and other public involvement materials to meet the above requirements
- A final plan presentation
- Any plan revisions required by DCA following the regional and state review
- The final plan and other documents from the process
- Assurance that the local government meets its DCA-designated Qualified Local Government (QLG) deadline if (a) the request for assistance is made to ARC in writing at least 12 months before the QLG deadline and (b) the first Steering Committee is held within 10 months of the QLG deadline.

To ensure that the plan meets the needs of the local government and DCA's requirements, the local government requesting this service will be responsible to produce/provide the following:

- A dedicated and responsive point of contact throughout the process, to coordinate with ARC staff and ensure that the project is moving forward in a timely manner
- A Report of Accomplishments showing the current status of each item in the Community Work Program from the existing Comprehensive Plan
- A new Five-Year Community Work Program, with ARC input
- A Capital Improvement Element (CIE) Annual Update (only if the community already has an approved CIE), with ARC input
- A list of stakeholders for the required Steering Committee
- A schedule for Steering Committee meetings, with ARC input
- Public awareness and invitations to Steering Committee and public meetings
- Locations for public meetings that have heat/air conditioning, water, and electricity
- Any food or beverages for Steering Committee and public meetings
- Posting of notices of public hearings as required by the community's existing procedures
- Timely notice to ARC of local government meetings that ARC staff should attend
- Notice to ARC, at the beginning of the process, of submittal deadlines for relevant local government boards and

- Assurance that the following timelines are met, in order for ARC to guarantee that the Local Government will meet its DCA-designated Plan Update deadline and maintain Qualified Local Government (QLG) status with DCA:
 - Schedule a date for the First Required Public Hearing, as defined at Ch. 110-12-1-04(1)(a) of the Minimum Standards and Procedures for Local Comprehensive Planning, within 30 days of the signing of the Agreement (*note that the meeting itself does not have to occur within those 30 days*).
 - Identify and confirm Steering Committee members within 30 days of the signing of the Agreement.
 - Schedule a date for the first Steering Committee meeting within 30 days of the signing of the Agreement (*note that the meeting itself does not have to occur within those 30 days*).
 - Schedule the Second Public Hearing, as defined at Ch. 110-12-1-04(1)(c) of the Minimum Standards and Procedures for Local Comprehensive Planning, on a date that provides sufficient time for the Local Government to transmit the final draft Plan Update to ARC to begin the regional and state review, no later than 60 days before the QLG deadline.

If the local government seeks to use consultants during the update, ARC will coordinate only with the primary local government contact and will only provide the items listed above to the local government.

Fiscal Impact

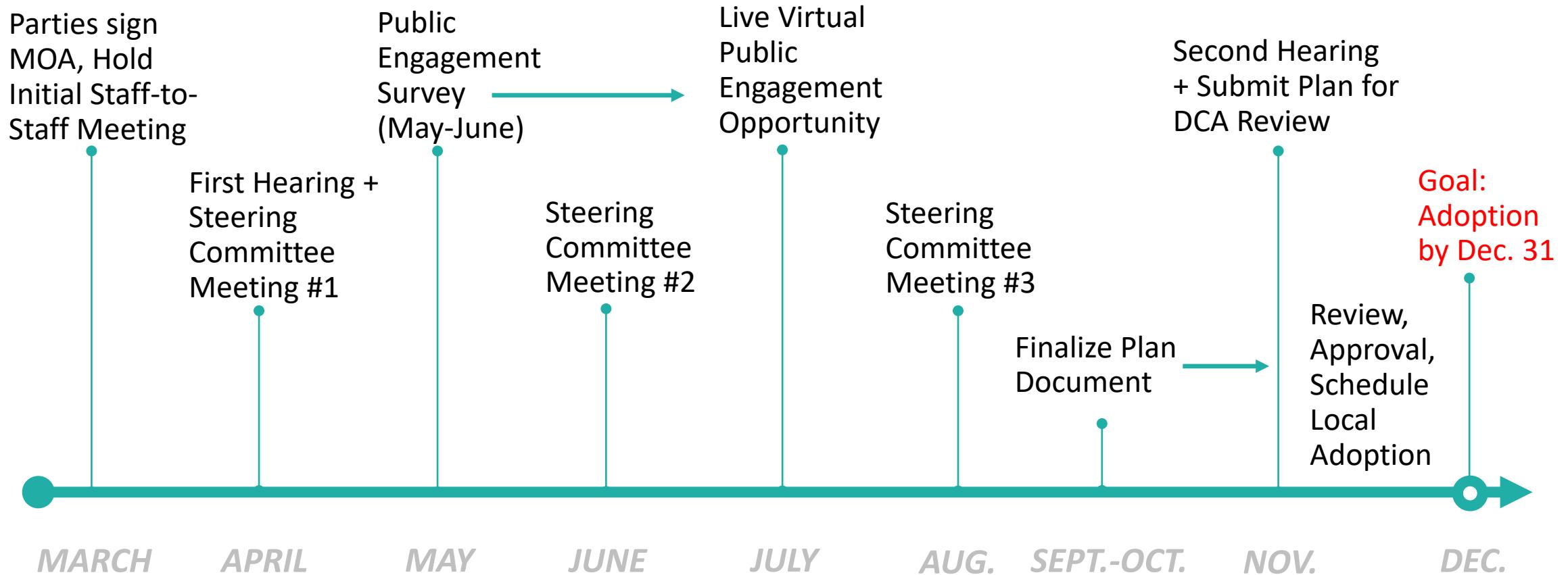
(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

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

- Jonesboro Comp Plan - Tentative Schedule (004)
- MOA City of Jonesboro (003)

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

TENTATIVE PLAN SCHEDULE



DEVELOPMENT OF LOCAL COMPREHENSIVE PLAN AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20__ by and between the Atlanta Regional Commission (ARC) of Atlanta, Georgia, and the City of Jonesboro, a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Regional Commissions were created by the State of Georgia in order to assist local governments on a regional basis and to develop, promote, and assist in establishing coordinate and comprehensive planning in the state; and

WHEREAS, as the Regional Commission for the 10-county Atlanta Region, ARC has been mandated to undertake certain regional responsibilities under the Georgia Planning Act of 1989 (as amended), and does agree to perform prescribed services to local governments; and

WHEREAS, the City of Jonesboro is required to update its Local Comprehensive Plan by October 31, 2021, according to the schedule set by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City of Jonesboro has requested assistance from ARC to update its Local Comprehensive Plan under the requirements set by the Minimum Standards and Procedures for Local Comprehensive Planning found in Chapter 110-12-1 of the DCA Rules, under the Georgia Planning Act (as amended); and

WHEREAS, ARC and the City of Jonesboro believe it is mutually beneficial of both parties that the City of Jonesboro, as part of the ARC, has a Local Comprehensive Plan; and

WHEREAS, ARC agrees to provide assistance for development of the City's update of its Local Comprehensive Plan:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Duties of the ARC.** In addition to those services outlined in Attachment A: Scope of Work, attached hereto and incorporated by reference herein, ARC agrees to perform the following services:
 - a. Provide a project manager for the project, to coordinate with the local government point of contact and ensure that the project is moving forward in a timely manner.
 - b. Attend Project Management Team meetings with local government staff.
 - c. Update the existing Community Vision and/or Goals from the existing Comprehensive Plan.
 - d. Complete an analysis of the Needs and Opportunities facing the community.
 - e. Update the Land Use Element.
 - f. Provide input on the new Five-Year Community Work Program developed by local

government staff.

- g. Provide input on the Capital Improvement Element (CIE) Annual Update developed by local government staff (only if the community already has an approved CIE)
- h. Review any adopted HUD Consolidated Plan, Local Comprehensive Transportation Plan, ARC's Regional Transportation Plan/Transportation Improvement Program (RTP/TIP), and other plans as needed.
- i. Present at, attend, or support the two (2) required public hearings (one at kick-off and one prior to transmittal for regional and state review).
- j. Facilitate a maximum of three (3) Steering Committee meetings.
- k. Facilitate a maximum of one (1) public meeting.
- l. Provide an online public engagement portal and/or survey, hosted by ARC, to solicit plan input, if requested by the local government.
- m. Provide language for official public hearing notices, if requested by the local government.
- n. Provide advertisement and other public involvement materials, if requested.
- o. Prepare and present a final plan presentation.
- p. Complete any plan revisions requested by DCA following the regional and state review.
- q. Prepare the final plan document and other requested supporting materials to document community feedback.

2. Duties of the City of Jonesboro. In addition to those duties outlined in Attachment A: Scope of Work, the City of Jonesboro agrees to perform the following duties:

- a. Provide a dedicated and responsive point of contact throughout the process, to coordinate with ARC staff and ensure that the project is moving forward in a timely manner.
- b. Participate as a team member on the Project Management Team.
- c. Complete a Report of Accomplishments showing the current status of each item in the Community Work Program from the existing Comprehensive Plan.
- d. Develop a new Five-Year Community Work Program, with ARC input.
- e. Update the Capital Improvement Element (CIE) Annual Update (only if the community already has an approved CIE), with ARC input.
- f. Provide ARC a list of Steering Committee members, which must include a member of the governing authority (elected official) and representative of the local economic development community.
- g. Provide a schedule for Steering Committee meetings, with ARC input.
- h. Promote public awareness and invitations to Steering Committee and public meetings.
- i. Provide locations for Steering Committee and public meetings that have heat/air conditioning, water, and electricity.
- j. Provide any food or beverages for Steering Committee and public meetings.
- k. Post and conduct public hearings as required by the City's existing procedures.
- l. Provide timely notice to ARC of local government meetings that ARC staff should attend.

- m. Provide ARC with submittal deadlines for relevant City boards and committees at the beginning of the process.
- n. Ensure that the following timelines are met, in order for ARC to guarantee that the City will meet its DCA-designated Plan Update deadline and maintain Qualified Local Government (QLG) status with DCA:
 - 1. Schedule a date for the First Required Public Hearing, as defined at Ch. 110-12-1-04(1)(a) of the Minimum Standards and Procedures for Local Comprehensive Planning, within thirty (30) days of the signing of this Agreement (note that the meeting itself does not have to occur within those 30 days).
 - 2. Identify and confirm Steering Committee members within thirty (30) days of the signing of this Agreement.
 - 3. Schedule a date for the first Steering Committee meeting within thirty (30) days of the signing of this Agreement (note that the meeting itself does not have to occur within those 30 days).
 - 4. Schedule the Second Public Hearing, as defined at Ch. 110-12-1-04(1)(c) of the Minimum Standards and Procedures for Local Comprehensive Planning, on a date that provides sufficient time for the City to transmit the final draft Plan Update to ARC to begin the regional and state review, no later than September 1, 2021.

3. Time of Performance, Amendments, Modifications.

- a. This Agreement shall become effective upon execution by both parties and remain in effect until the completion of the project or termination by of the parties as provided below. Notwithstanding anything to the contrary herein, in no event shall the term of this Agreement exceed two (2) years from the effective date.
- b. Either party may terminate this Agreement upon sixty (60) days' written notice to the other parties, provided that the party requesting termination has provided notice and sufficient opportunity for remedy.
- c. Either party may request changes to this Agreement at any time by written notice to the other party's signatory of this Agreement. Such changes as are mutually agreed upon by and between the parties shall be incorporated in written amendments to this Agreement and executed in the same manner as this Agreement. This Agreement may only be modified by an instrument in writing executed by the City of Jonesboro and ARC. Notwithstanding the foregoing, the City of Jonesboro and ARC acknowledge that this Agreement may be revised or refined from time to time during its term. The parties agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements.

4. Rights in Documents, Materials, and Data Produced. For the purposes of this Agreement, 'data' includes, but is not limited to, writings, sound recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. The City of Jonesboro and ARC shall have the right to use same without restriction or limitation and without compensation to the other parties of the Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

Atlanta Regional Commission (ARC)

Attested, Assistant Secretary

Douglas R. Hooker, Executive Director

Witness:

Municipal Clerk

Hon. Joy B. Day, Mayor

Approved as to Form:

City Attorney

Approved:



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

- 4

12.4

COUNCIL MEETING DATE

March 8, 2021

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 **Resolution No. 2021-002**, "Authorizing the Contract with PropertyRoom.com to Dispose of Surplus and Evidence Room Property and Equipment."

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

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

Yes Innovative Leadership

Summary & Background

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

RECOMMENDATION

Staff recommends that the City Council adopt **Resolution #2021-002**, "Authorizing the Contract with PropertyRoom.com to Dispose of Surplus and Evidence Room Property & Equipment."

BACKGROUND

The City of Jonesboro has used Govdeals.com for several years to dispose of surplus and evidence room property. The City of Jonesboro currently has a significant volume of surplus property; therefore, a method to purge such property is needed. The Jonesboro Police Evidence Custodian completes regular checks to determine when this property can be purged, and based upon a recent audit, it has been determined that a number of these items should be disposed of. Additionally, City Staff frequently replaces aging and outdated office furniture and miscellaneous office supplies. Once replaced, these items are also deemed surplus property. In order to maintain room in city storage and evidence rooms and dispose of surplus property in a cost-efficient manner, it is recommended the service of "propertyroom.com" be utilized.

REVIEW AND ANALYSIS

PropertyRoom.com works with law enforcement, local and state governments nationwide to provide full-service outsourcing for seized, found, stolen, recovered, and surplus items. PropertyRoom.com also decommissions and deprograms equipment for resale, making sure private information is not released when items are sold. Free pick-up of designated items is provided. Testing, cleaning, evaluation, and appraisal of all items are conducted before sale. PropertyRoom.com will also perform necessary repairs to items as needed. Complete reporting, audit, reconciliation services are provided. Financial reporting and checks are sent to the participating agencies monthly.

PropertyRoom.com is currently used by several police agencies around the Metropolitan Area. Staff has spoken to other agencies using PropertyRoom.com and received positive reviews for their service. PropertyRoom.com combines property from law enforcement agencies throughout the country, where it is presented to a nationwide audience of millions of potential bidders. PropertyRoom.com staff will bar code, pick up, digitally photograph, describe, upload, and list property for auction. At the conclusion of the auction, funds are collected, and PropertyRoom.com personnel pack and ship items to the winning bidder. The revenue share varies by the value of the items sold. For items sold under \$1,000, there is a 50%-50% split of the selling price. Any items sold for over \$1,000, the City would receive 75% of the selling price. Exploring

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

March, 8, 2021

Signature

City Clerk's Office

other means of surplus property will help to ensure that the City takes full advantage of its surplus revenue recovery options.

12.4

Staff recommends a One (1) year contract period with PropertyRoom.com. There is no direct cost for establishing a contract.

ALTERNATIVES

1. The City can continue to accumulate surplus property and store it as it has in the past without gain.
2. The City can use substantial staff time and resources to organize, appraise, test, clean, and prepare the surplus property for an onsite auction which would draw from a limited pool of buyers in a small geographical area.

Fiscal Impact

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

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

- RES 2021-002 - PropertyRoom.Com
- Joneboro GA PD Presentation
- Propertyroom.com Asset Disposition Services Package_SOURCEWELL_fillable form

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

Approval

STATE OF GEORGIA

CITY OF JONESBORO

RESOLUTION NO. 2021-002

**A RESOLUTION OF THE CITY OF JONESBORO, GEORGIA, AUTHORIZING A
CONTRACT WITH PROPERTYROOM.COM TO DISPOSE OF SURPLUS
PROPERTY AND EQUIPMENT.**

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

WHEREAS, the City and its various Departments continuously accumulate various items of recovered, inoperable, and/or outdated equipment; and

WHEREAS, this equipment assumes the use of valuable storage space; and

WHEREAS, the disposal of various surplus items is a time consuming process not readily accommodated by the City’s current staff; and

WHEREAS, the disposal of surplus equipment has the potential to generate revenue for the City for a small investment of staff labor; and

WHEREAS, PropertyRoom.com is an established vendor skilled in this scope of work and is immediately accessible.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Jonesboro and it is resolved by the authority of said City Council that:

Section 1: the City Council does hereby authorize the Mayor to enter into a one-year contract with PropertyRoom.com for the purposes of relieving the City of equipment and property deemed “surplus”, and further authorizes the City Manager to authorize extensions of said contract based upon satisfactory performance to Jonesboro guidelines.

SO RESOLVED AND EFFECTIVE, this 8th day of March, 2021.

APPROVED:

Joy B. Day, Mayor

ATTEST:

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



Jonesboro Police Department

Jonesboro, Georgia

Online Auction Platform & Services

Property & Evidence / Firearms / Fleet Services

Law Enforcement | Government | Municipality | Surplus



Online Auction Services – we know you have options

12.4.b

Why Choose PropertyRoom.com's Online Auction Services?

	Local Auctions	Online, Self-Listing Services	 PROPERTYROOM.com
Fully transparent and auditable chain of custody tracking, available forever	?	?	✓
Schedule pick-up of items	?	✗	✓
Create detailed images & descriptions of items to maximize proceeds	?	✗	✓
Research, identify, and authenticate high value items prior to auction	?	✗	✓
Field questions from bidders during the auction period	?	✗	✓
Online reporting tool, including a check and item reconciliation report	?	?	✓
Handling the entire auctioning process - from beginning to end	?	<i>You may do a lot of the work depending on the service</i>	<i>You have to do it all - store items, photograph, upload, write descriptions, etc.</i> We do this for you - package them up and send to us, we do the rest.



#1 In The Industry

for property & evidence
disposition solutions

Revenue Share

model with
no upfront costs

\$190+ Million

in proceeds back to our
clients and communities

20+



years in business

4,100+



clients nationwide

795,000+



auctions annually

2.1+ million



bidders registered

3.4+ million



bids annually

What does PropertyRoom.com offer?



Property & Evidence Auction Services

We handle everything from item pick-up & evaluation to auctioning to post auction accountability. All you have to do is schedule the pick-up – we'll handle everything else.



Firearms (*Seized, Unclaimed, Or Service Firearms*) Auction Services

Earn more at auction from bidders nationwide than by selling/trading at your local dealer or auctioning locally.

We are partnered with leading online Firearms auction site, eGunner.com, FFL to FFL .



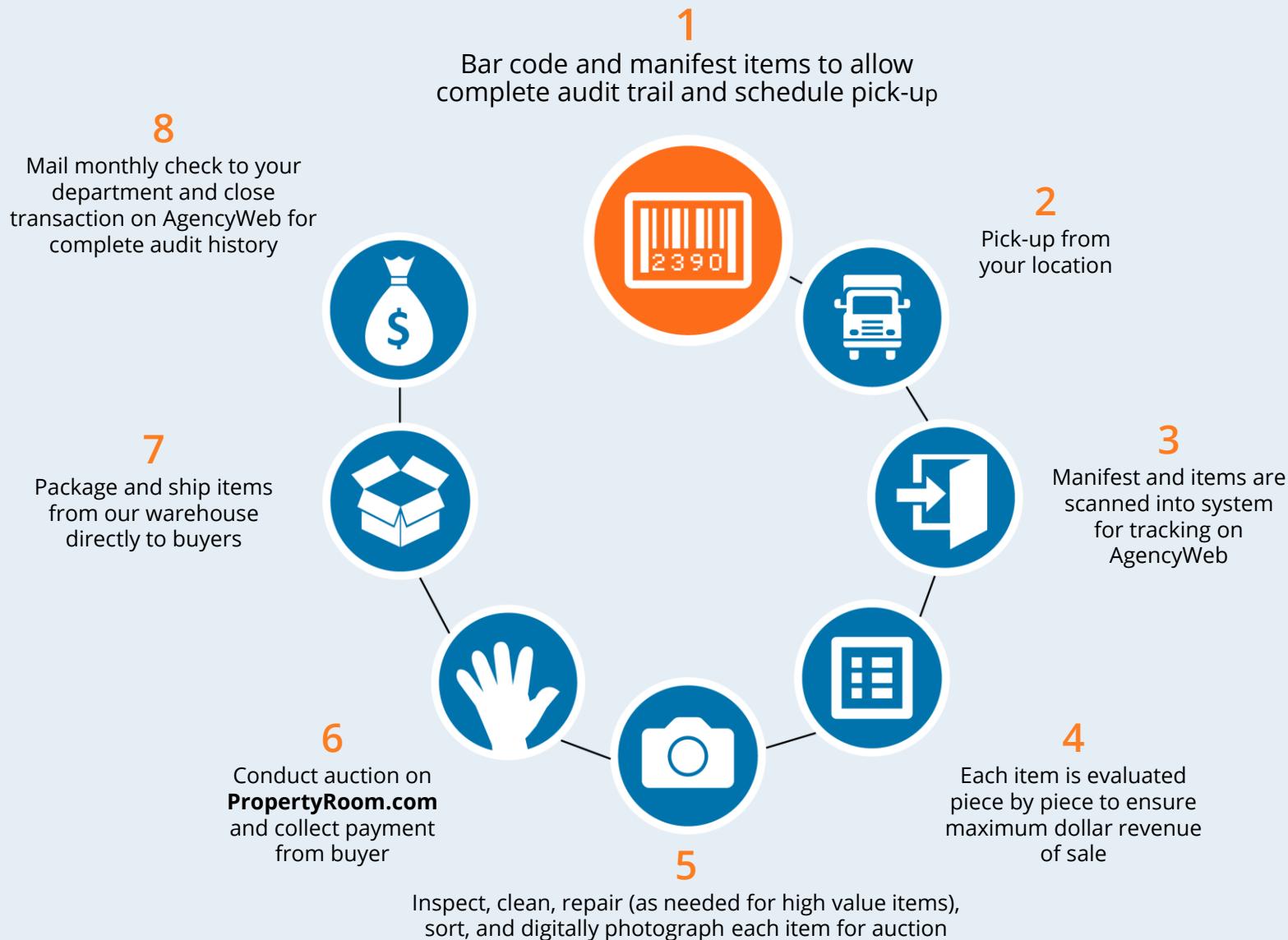
Vehicles & Equipment Auction Services

Haul away or auction in-place. We have also partnered with IAA to offer a full-service solution for the public sector.



Auction your items with complete chain of custody tracking
PROPERTY & EVIDENCE DISPOSITION

How does it all work? *Property & Evidence Auction Services*



What about electronics?

ELECTRONICS SECURITY

When we receive electronics to be processed for auction we follow the below electronics security policy to prepare the items for auction or dispose of those that cannot be auctioned.

For laptops / desktops / computers that will be auctioned individually, can be turned on, and containing a hard drive that can be wiped or restored to original factory settings:

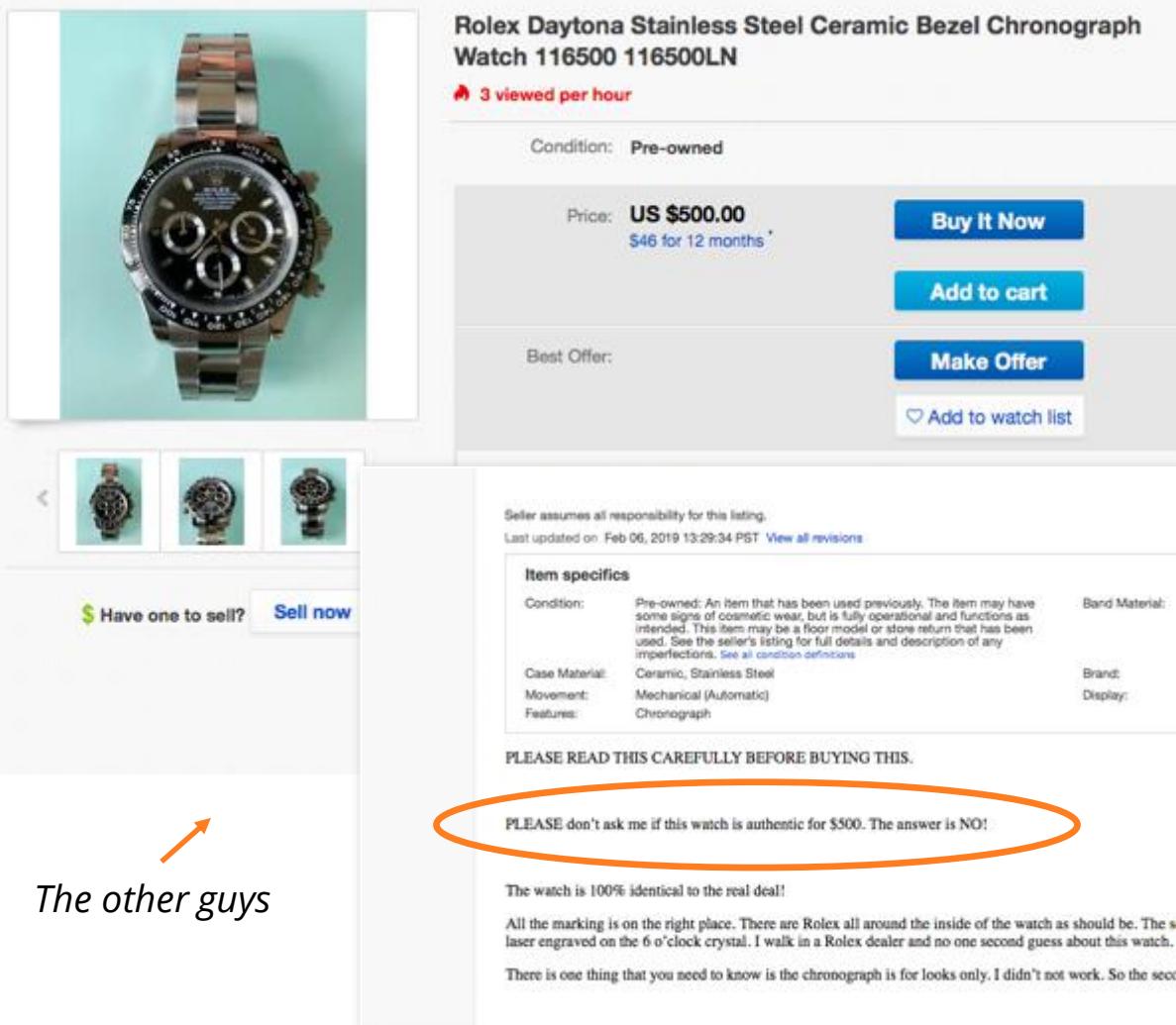
- Wiped using a third-party software program that uses a DoD 5220.22-M wipe patterned used by many branches of the US Government

OR

- Restored to original factory settings



Checking for counterfeits



Rolex Daytona Stainless Steel Ceramic Bezel Chronograph Watch 116500 116500LN

3 viewed per hour

Condition: Pre-owned

Price: US \$500.00
\$46 for 12 months*

Buy It Now

Add to cart

Best Offer:

Make Offer

Add to watch list

Item specifics

Condition: Pre-owned: An item that has been used previously. The item may have some signs of cosmetic wear, but is fully operational and functions as intended. This item may be a floor model or store return that has been used. See the seller's listing for full details and description of any imperfections. [See all condition definitions](#)

Case Material: Ceramic, Stainless Steel

Movement: Mechanical (Automatic)

Features: Chronograph

Band Material: Brand:
Display:

PLEASE READ THIS CAREFULLY BEFORE BUYING THIS.

PLEASE don't ask me if this watch is authentic for \$500. The answer is NO!

The watch is 100% identical to the real deal!

All the marking is on the right place. There are Rolex all around the inside of the watch as should be. The s laser engraved on the 6 o'clock crystal. I walk in a Rolex dealer and no one second guess about this watch.

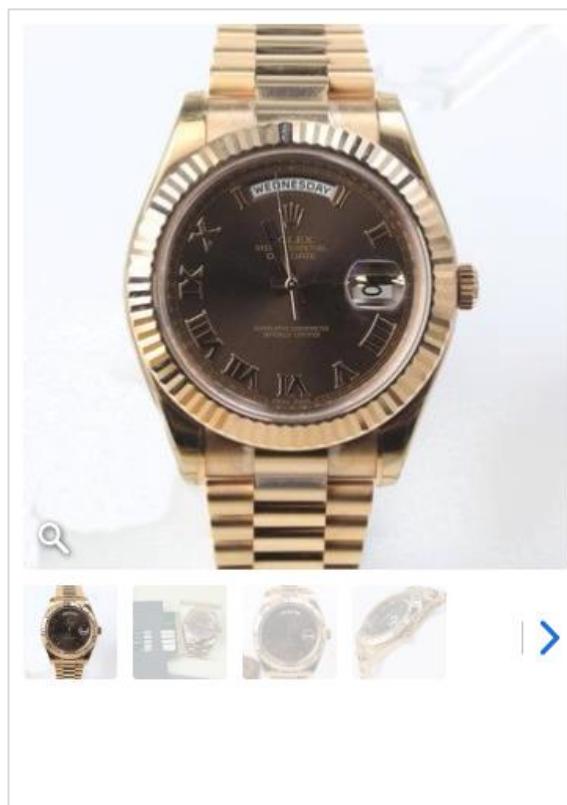
There is one thing that you need to know is the chronograph is for looks only. I didn't not work. So the seco

What We Do For You

- Check items for authenticity
- High-end items evaluated by an independent specialist
- Never promote or auction counterfeit goods



What are some results? *Rolex Day-Date II Everose Gold Watch*



Rolex Day-Date II Everose Gold Watch - New In Box
With Papers - Evaluated By Independent Specialist

Listing ID: 12032164 | Item #: 6484-000251

Current Price

Bid Increment (US)

You will review this before it's final.

Use a Proxy Bid to Win | [Learn More](#)

[Add to Watch List](#)



SOLD

Final Winning Bid

\$26,639⁰⁰

US \$26,639.00

\$3.00

Closed

Ends Nov 29, 2017 at 09:02 PM (Eastern)

31
active bidders

47
watching

2128
total bids

Current highest bidder:
...1347 from Greenwich, CT

Shipping & Handling
\$12.95 (5-7 business days)
[See all options](#)

What are some results? Apple iPhone 6S, 64GB

*Final Winning Bid
\$803⁰⁰*

SOLD

Apple iPhone 6S 64GB, AT&T

Listing ID: 11434578 | Item #: 6013-004908

Current Price
Bid Increment (US)
You will review this before it's final.
Use a Proxy Bid to Win | [Learn More](#)

[Add to Watch List](#)

Closed
Ends Feb 28, 2017 at 06:24 PM (Eastern)

US \$803.00
\$3.00

18 *active bidders*

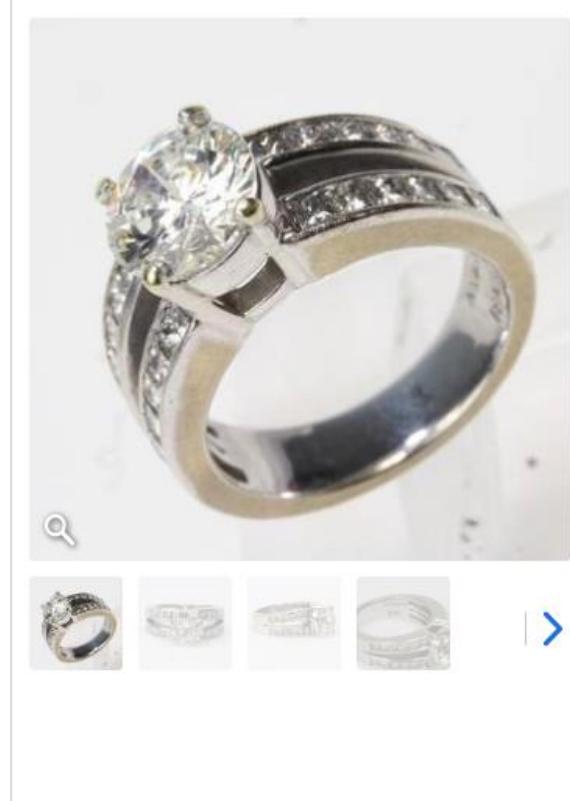
27 *watching*

96 *total bids*

*Current highest bidder:
...8163 from Doral, FL*

*Shipping & Handling
\$12.95 (5-7 business days)
[See all options](#)*

What are some results? White Gold 3.30ct T.W. Diamond Ring



17kt White Gold 10.7g 3.30ct T.W. Diamond Ring - GIA Tested - Evaluated By Independent Specialist

Listing ID: 11555010 | Item #: 1831-046489

Current Price

Bid Increment (US)

You will review this before it's final.

Use a Proxy Bid to Win | [Learn More](#)

[Add to Watch List](#)



SOLD

Final Winning Bid
\$8,508⁹⁹

Closed

Ends May 02, 2017 at 06:12 PM (Eastern)

US \$8,508.99

\$3.00

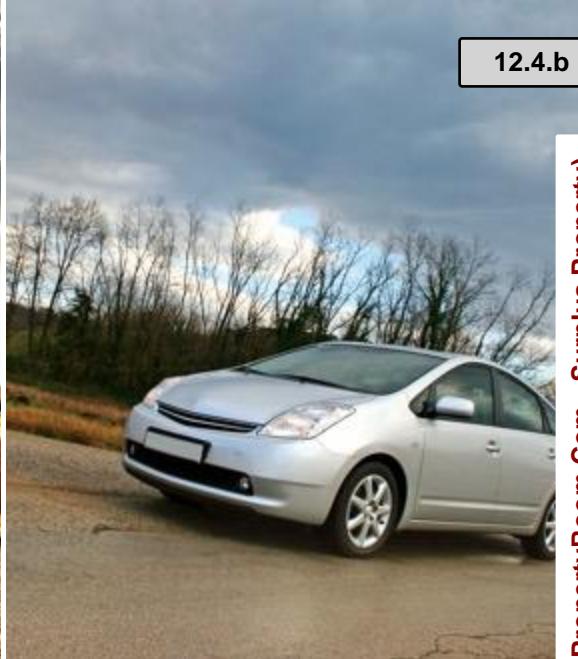
22
active bidders

35
watching

151
total bids

Current highest bidder:
...3206 from Tarzana, CA

Shipping & Handling
\$12.95 (5-7 business days)
[See all options](#)



Haul away your assets or auction in-place
VEHICLE & EQUIPMENT AUCTION SERVICES

Why choose our Vehicles & Equipment Auction Services?

12.4.b

IN-PLACE

- List your assets and apply our auction expertise to optimize proceeds
- Conduct online auctions that reach our 2.1+ million registered bidders

HAUL AWAY

- Tow assets from your storage location
- Conduct a live or live-online auction that reaches a local, national, and international audience of bidders



How does it all work? **Gold (In-Place) Auction Services**

12.4.b

WHAT WE DO FOR YOU

- List your assets and apply our auction expertise to optimize proceeds
- Conduct online auctions that reach our 2.1+ million registered bidders
- Handle customer support, collect payment from the winning bidder, and coordinate asset pick-up
- Remit the proceeds to your preferred location based on your jurisdiction's rules & regulations
- Provide a detailed audit trail to track your assets 24/7
- Full transparency of current and historic records from manifest to purchase

All you do is provide us with up to 30 images and a description of your assets



How does it all work? *In-Place Auction Services*

12.4.b



What are some results? 2004 MACK CV713



2004 Mack CV713 (Powder Springs, GA 30127)
Listing ID: 12129637 | Item #: 7517-000002

[Add to Watch List](#)

[Email](#) [Twitter](#) [Facebook](#) [Google+](#) [Pinterest](#)

SOLD

Final Winning Bid
\$30,101⁰⁰

Closed
Ends Jan 18, 2018 at 05:12 PM (Eastern)

US \$30,101.00 (15.00% of \$50.00)

14 active bidders

20 watching

338 total bids

Current highest bidder: ...5241 from Hollidaysburg, PA

Shipping & Handling
\$19.95 (Customer Pick-up)
[See all options](#)

What are some results? 1989 Bell Helicopter 206B III



1989 Bell Helicopter 206B III (Cutchogue, NY 11935)

Listing ID: 14023736 | Item #: 6975-000131

Reserve Not Met

IMPORTANT: A bid deposit and verification are required to bid on this auction. In addition, all payments must be made using a wire transfer. To learn more, please read the Terms of Sale below.

Current Price

Buyer's Premium

Bid Increment (US)

You will review this before it's final.

Use a Proxy Bid to Win | [Learn More](#)

[+ Add to Watch List](#)



SOLD

Final Winning Bid
\$275,000⁰⁰

Closed

Ends May 27, 2020 at 05:08 PM (Eastern)

14
active bidders

123
watching

86
total bids

Shipping & Handling
\$19.95 (Customer Pick-up)
[See all options](#)

How does it all work? **Platinum (Haul Away) Auction Services**

WHAT WE DO FOR YOU

- Tow assets from your storage location
- Conduct a live or live-online auction that reaches a local, national, and international audience of bidders
- Handle customer support and payment collection from the winning bidder
- Remit the proceeds to your preferred location based on your jurisdiction's rules & regulations
- Provide a detailed audit trail to track your assets 24/7
- Public inspections held off your premises – *reducing liability and risk of lawsuits*
- Facilitate title and registration transfer and pick-up of asset
- Full transparency of current historic records from manifest to purchase



We've partnered with Insurance Auto Auctions, Inc. (IAAI)



Created a full-service solution for the public sector

Specializing in selling abandoned, seized, and forfeited vehicles as well as surplus fleet vehicles, construction and large equipment.

Who is Insurance Auto Auctions, Inc.?

- 30+ years in the vehicle auction industry
- 190+ branch locations across the United States
- Markets to buyers in 110+ countries
- Offers live and live-online bidding
- Provides targeted marketing services

How does it all work? *Haul Away Auction Services*

12.4.b



What are some results? 2011 Mack MRU613



2011 Mack MRU613 (Brooklyn, NY 11214)

Listing ID: 11843067 | Item #: 7300-3348133

Current Price

Buyer's Premium

Bid Increment (US)

You will review this before it's final.
Use a Proxy Bid to Win | Learn More

[+ Add to Watch List](#)

SOLD

Final Winning Bid
\$85,100⁰⁰

Closed

Ends Aug 24, 2017 at 05:16 PM (Eastern)

US \$85,100.00

10.00%
\$50.00

8 active bidders
 5 watching
 91 total bids

Current highest bidder:
...3042 from PATERSON, NJ

Shipping & Handling
(Customer Pick-up)
[See all options](#)

What are your benefits?



Convenience

Full range of auction services that include cataloging, imaging, authentication, data erasure, refurbishment for high value items and delivery to the winning bidder.



Transparent Reporting

AgencyWeb gives you 24/7/365 status and full chain of custody on your items. An Audit Process that our clients trust.



Auction Participation

Draw more bidders 24/7/36 than live or online, local auctions and auction listing services.



Higher Proceeds

Can see higher net proceeds as compared to traditional local, live auctions and auction listing services.



Lower Costs

With a full service offering, you are free to do your core job, in addition to realizing reduced storage and handling costs.



Security

Proprietary tracking method to secure client item information.

A faded, semi-transparent background image of two police officers. One officer is in the foreground, wearing a dark uniform with a visible badge on the shoulder. The other officer is partially visible behind him. Both are wearing dark sunglasses.

Questions?

Mary G. Weber | Client Success Representative

631.803.8100 | MaryWeber@PropertyRoom.com

APPENDIX

Secure, Online Reports & Audits - **AgencyWeb**

 **PROPERTY**ROOM.com

Welcome, [Log In](#) [Create Account](#)

[Search](#) [Help](#) [FAQ](#) [Contact Us](#)

Welcome to the PropertyRoom.com AgencyWeb

The only authentic Police Auction Website. Serving over 3,000 Law Enforcement Agencies and Municipalities.

 **Have a Question**
Contact Client Services today

 **Client Services Support Center**
Find FAQs, Important Documents and more.

 **Schedule a pick-up**

Have a question? Search our FAQs ... [Search](#)

PropertyRoom.com's Sales of the Week

 **PROPERTY & EVIDENCE***
18k Gold 4.53ct TW GIA Certified Diamond Ring - Evaluated By Independent Specialist
sold for **\$6,021.86**

[Learn more about Property & Evidence Auction Services](#) 

 **VEHICLES, MACHINERY & EQUIPMENT***
2001 Mack RD688S (Medford, NY 11763)
sold for **\$14,850.00**

[Learn more about Vehicles, Machinery and Equipment Auction Services](#) 

 **FIREARMS***
Used S&W 34-1 22lr PR
sold for **\$450.00**

[Learn more about Firearms Auction Services](#) 

Monthly Check Summary Report

12.4.b

Report Date: 03/15/2019
 For inventory and sales activity between 2/1/2019 and 2/28/2019



Menu
Dashboard
Reports
My Items
Vehicle Program
Administration
Help

Summary Activity Report

Department:

Sales: \$25,929.15
 Fuel Surcharge: (\$24.80)
 Check Amount: \$25,904.35

[Expand All](#)

Manifest Date: 02/17/2016 Manifest Number: [02172016](#)

[Print View](#)

Page	Line	SKU [+ All]	Description	Status	PP Cost	Winning Bid	Cumulative Amount	Prior Payments	Amount Due	Case ID	Agency Reference	Complete	*
2	17	1831-029035	2 Silver jewelry boxes	Regrouped									13006921
5	53	1831-029546	Misc gift cards	Regrouped			\$31.7400	\$31.7400					
5	54	1831-029545	Misc gift cards	Regrouped			\$27.9500	\$27.9500					
5	55	1831-029544	Misc gift cards	Regrouped									
5	56	1831-029543	Misc gift cards	Regrouped			\$19.1700	\$19.1700					
5	57	1831-029542	Misc gift cards	Regrouped									
5	58	1831-029541	Misc gift cards	Regrouped			\$33.0800	\$33.0800					
5	59	1831-029540	Misc gift cards	Regrouped			\$30.2800	\$30.2800					
8	88	1831-029096	LV purse	Regrouped									
8	89	1831-029097	LV accessory bags	Regrouped									
8	90	1831-029098	MK wallet, Levis wallet	Regrouped									
8	91	1831-029099	MCM womans tote purse- brown	Regrouped									
8	92	1831-029100	MCM purse, Coordinating tote- multi	Regrouped									
Totals:							\$142.22	\$142.22					

Manifest Date: 04/11/2016 Manifest Number: [04112016](#)

Page	Line	SKU [+ All]	Description	Status	PP Cost	Winning Bid	Cumulative Amount	Prior Payments	Amount Due	Case ID	Agency Reference	Complete	*
1	7	1831-012336	3 Laptops	Regrouped			\$100.5100	\$100.5100					

Totals: **\$100.51** **\$100.51**

Attachment: Joneboro GA PD Presentation (1829 : PropertyRoom.Com - Surplus Property)

Manifest Reconciliation Report (Summary)

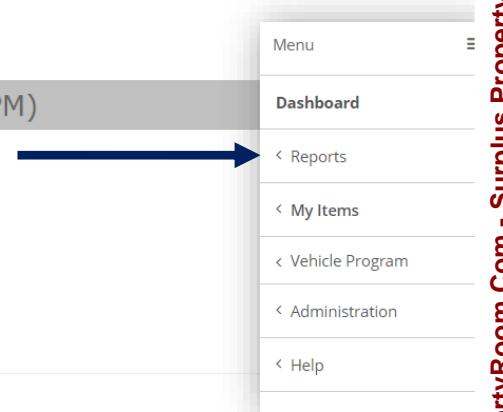
12.4.b

Summary Manifest Reconciliation (as of 7/3/2017 2:04:59 PM)

Department:

Manifest#: 01122017J

Manifest Date: 1/12/2017



Page	Line	SKU Number	Description	Ref ID	Status	Winning Bid	CC Fee	Net Revenue	Agency S
1	1	1831-029654	Watch storage box 6 watch		Complete	\$0.00	\$0.00	\$0.00	
1	2	1831-029655	Watch storage 4 watches		Complete	\$0.00	\$0.00	\$0.00	
1	3	1831-029656	Jewelry box		Complete	\$0.00	\$0.00	\$0.00	
1	4	1831-029657	Jewelry		Complete	\$1,195.11	\$41.03	\$1,154.08	\$57
1	5	1831-029658	Jewelry		Complete	\$132.10	\$6.93	\$125.17	\$6
1	6	1831-029659	Jewelry		Complete	\$759.31	\$28.52	\$730.79	\$36
1	7	1831-029660	Jewelry		Complete	\$9,436.67	\$32.42	\$9,404.26	\$6,57
1	8	1831-029661	2 Rings and pendant w color stones		Complete	\$83.50	\$4.08	\$79.42	\$3
1	9	1831-029662	Bracelet w charms		Complete	\$4.33	\$0.19	\$4.15	

Attachment: [Joneboro GA PD Presentation \(1829 : PropertyRoom.Com - Surplus Property\)](#)

Manifest Reconciliation Report (Detail)

12.4.b

Detailed Manifest Reconciliation (as of 7/3/2017 2:07:24 PM)

Department:

Manifest #: 01122017J

Manifest Date: 1/12/2017

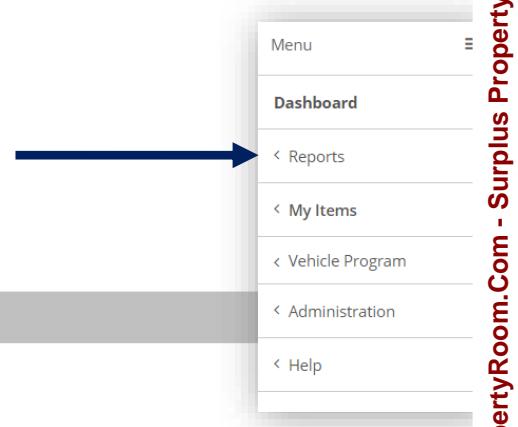
- Menu
- Dashboard
- Reports
- My Items
- Vehicle Program
- Administration
- Help

Page	Line	SKU Number	Description	Ship Date	Ref ID	Status	Winning Bid	CC Fee	Net Revenue	Agency Share
1	1	1831-029654	Watch storage box 6 watch - novslue			Destroyed	Covanta Huntington L.P. (4/24/2017)	\$0.00	\$0.00	\$0.00
Total for Manifest Item:										
1	2	1831-029655	received - No Value			Destroyed	Covanta Huntington L.P. (3/15/2017)	\$0.00	\$0.00	\$0.00
Total for Manifest Item:										
1	3	1831-029656	received - No Value			Destroyed	Covanta Huntington L.P. (3/15/2017)	\$0.00	\$0.00	\$0.00
Total for Manifest Item:										
1	4	1831-029657	Jewelry			Regrouped				
		1831-046479	Men's Benny & Co. Diamond Chronograph Watch - Evaluated By Independent Specialist	04/13/2017		Shipped	\$504.00	\$17.84	\$486.16	\$243.00
		1831-046476	13kt Gold 5.5g Religious Pendant	03/16/2017		Shipped	\$61.00	\$0.00	\$61.00	\$30.50
		1831-046474	10kt Gold 0.4g Bracelet	03/15/2017		Shipped	\$1.00	\$0.16	\$0.84	\$0.42
		1831-046477	Mixed Jewelry, 10+ Pieces	03/13/2017		Shipped	\$70.00	\$2.49	\$67.51	\$33.75
		1831-046468	Mixed Watches, 4 Watches	03/10/2017		Shipped	\$1.00	\$0.44	\$0.56	\$0.28
		1831-046472	13kt Gold 3.3g Irish Claddagh Ring With Pink Stone	03/13/2017		Shipped	\$61.00	\$2.21	\$58.79	\$29.39
		1831-046463	Mixed Watches, 4 Watches	03/21/2017		Shipped	\$9.60	\$0.39	\$9.21	\$4.60
		1831-046473	13kt Gold 0.6g Necklace	03/13/2017		Shipped	\$4.00	\$0.27	\$3.73	\$1.86
		1831-046478	220.8g Silver Jewelry, 3 Pieces	03/13/2017		Shipped	\$206.01	\$7.47	\$198.54	\$99.27

Attachment: [Joneboro GA PD Presentation \(1829 : PropertyRoom.Com - Surplus Property\)](#)

Disposition Manifest

12.4.b



Disposition Manifest 4621

Destination:

Date: 5/18/2017 10:40:42 AM

1831-048030 - surface pro - nonfunctional
1831-048007 - Dewa - Non-Functional
1831-047981 - phone - severly damaged
1831-047978 - phone - severly damaged
1831-047945 - phone - nonfunctional
1831-047925 - phone - nonfunctional
1831-047251 - hdd - nonfunctional

Attachment: Jonesboro GA PD Presentation (1829 : PropertyRoom.Com - Surplus Property)

Packet Pg. 196

My Items Report

12.4.b

PROPERTYROOM.com
Online police auctions & more

Blog | Sign up for Emails | REGISTER or Sign In | 

Search 

All Departments Vehicles Jewelry Watches Coins & Bullion Electronics Art

Home > Police Department Specific

Filters  Sort results

1-0 of 25 Items | Per page: 25 50 75 |   Sort by: Ending Soonest

DEALS
 Free Shipping

FORMAT

CUSTOMER PICK-UP

REGISTER FOR FREE & START BIDDING NOW!
From cars to diamonds to iPhones, we have it all. **Most auctions start at \$1!**

- Fun auction format
- Trusted deals
- Proceeds that go back to communities across the US

REGISTER
Already registered? Sign in

Nintendo Wii Game Console | 03h 35m | US \$1.00

Apple iPhone 6, Carrier Unlocked | 03h 47m | US \$19.00

Mixed Jewelry, 10+ Pieces | 03h 53m | US \$1.00

Mixed Jewelry, 10+ Pieces | 03h 59m | US \$1.00

18.2g Silver Jewelry, 6 Pieces | 04h 02m | US \$7.00

Mixed Jewelry, 10+ Pieces | 04h 05m | US \$1.00

Mixed Jewelry, 10+ Pieces | 04h 29m | US \$1.00

Mixed Jewelry, 10+ Pieces | 04h 32m | US \$1.00

Mixed Jewelry, 10+ Pieces | 04h 35m | US \$1.00

Mixed Jewelry, 10+ Pieces | 04h 41m | US \$1.00

Jolie And Bundles Socks, 20+ Pairs | 04h 41m | US \$7.00

Mixed Jewelry, 10+ Pieces | 04h 47m | US \$1.00

Mixed Jewelry, 10+ Pieces | 05h 14m | US \$1.00

Mixed Jewelry, 1lb | 05h 44m | US \$1.00

Mixed Jewelry, 10+ Pieces | 05h 44m | US \$1.00

Mixed Jewelry, 10+ Pieces | 05h 50m | US \$1.00

SAR Arms And Other Side Arms | 05h 50m | US \$1.00

Mixed Jewelry, 10+ Pieces | 05h 56m | US \$1.00

Verizon, LG Tablets And More | 06h 03h | US \$25.00

Bose Headphones + AUX Cable | 06h 04h | US \$22.00

Menu

Dashboard

Reports

My Items

Vehicle Program

Administration

Help

Back

What's at auction now?

SKU Audit

Search by Agency Reference Code

Items we do not take - high level

- Used Tires
- Outdated electronics
- Bicycles – unless follows guidelines
- Office furniture
- Hazmat items
- Drugs
- Roughly used, non-name brand clothing
- Safety items (airbags / used helmets and car seats)

See Item Shipping & Pickup Guidelines for full list

Asset Disposition Services Agreement

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and _____ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

4. Payment for Services

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
 - (1) Invoice Owner for Services, net of Proceeds collected, or
 - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

5. Contractor Obligations. Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
- b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

Asset Disposition Services Agreement

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

6. Asset Lists

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. Salability of Assets.

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

8. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

9. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

10. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

11. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

12. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

13. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

14. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

Asset Disposition Services Agreement

15. Force Majeure. Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u>OWNER</u>	<u>CONTRACTOR</u>
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

<i>Owner Name:</i>	<i>Account #:</i>
<i>Street Address:</i>	<i>Cooperative Purchasing Agreement?</i> Sourcewell <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> <i>Member #:</i> _____
<i>City, State/Province, Postal Code, Country:</i>	<i>Resolution of Unpaid Monthly Service Fees:</i> Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
<i>Telephone:</i>	<i>Fax:</i>
<i>Primary Contact:</i> Name _____ Work _____ Mobile _____ Email _____	<i>Secondary Contact:</i> Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated _____ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
 - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
 - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
 - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
 - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
 - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
 - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
 - (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.
 - (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
 - (3) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
 - (4) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (5) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets. Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.
 - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.

(2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

c. **In Place Auction Service ("In Place").** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.

(1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.

(2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.

d. **Haul Away Auction Service ("Haul Away").** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

(1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.

(2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule

Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Storage - light & medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$8 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

(3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

e. **Impound Storage & Auction Service ("Impound").** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors

("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

PROPERTYROOM.COM
NEW ACCOUNT SET-UP



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.

2. Main pick-up location for assets. (If more than one location, please specify)

3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.

PROPERTYROOM.COM
NEW ACCOUNT SET-UP



4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.

5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.

6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.

7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

-5

12.5

COUNCIL MEETING DATE

March 8, 2021

Requesting Agency (Initiator)

Police

Sponsor(s)

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

Council to consider approval of a revision to the Jonesboro Police Department's Standard Operating Procedures Chapter 12, Vehicle Pursuits.

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

Review

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

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

The Jonesboro Police Department has reviewed and amended the current policy on Vehicle Pursuits in the standard Operating Procedures manual. The police department would like Council to review the revisions, and consider adopting the proposed policy.

This policy was amended with the following changes.

- Section V., Initiating Officer's Responsibilities
- Added number 7. To section C. Initiating and/or secondary officer shall notify the on-duty supervisor
- Section VI. Termination of the Pursuit
- Added number 7 to Section C., The termination of a pursuit does not prohibit the officers remaining in the area and may reinitiate the pursuit if the circumstances change elevating the charges to a **forceable felony**.
- Replaced Section XI., C. Only the supervisor may authorize more than two units to be in active pursuit. All other units will remain aware of the pursuit, but shall not actively participate, and shall not respond or parallel the pursuit on adjacent streets unless specifically authorized to do so. With: When the pursued vehicle is stopped, the supervisor shall proceed to the location to conduct an on-scene investigation.

Fiscal Impact

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

\$0.00

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

March, 8, 2021

Signature

City Clerk's Office

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

- SOP Chapter 12: Vehicle Pursuits
- Police Policy Memorandum 2-26-2021

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

Approval



JONESBORO POLICE DEPARTMENT

STANDARD OPERATING PROCEDURES

SUBJECT: Vehicle Pursuits	NEW <input type="checkbox"/>	PROCEDURE NUMBER: Chapter 12
AUTHORIZING SIGNATURE:	AMENDED <input checked="" type="checkbox"/>	NUMBER OF PAGES: 9
	RECINDED <input type="checkbox"/>	
FIRST READING DATE:	FINAL ADOPTION DATE:	EFFECTIVE DATE:
		DISTRIBUTION DATE:

I. Purpose

It is the purpose of this policy to ensure that emergency operation of police vehicles while in pursuit is done in a manner that provides due regard for the safety of the general public and the police officers involved.

II. Statement of Policy

Pursuits present a dangerous situation to the officers and suspects involved in the pursuit and the public-at-large; therefore, it shall be the policy of the Jonesboro Police Department to set strict guidelines governing vehicular pursuits.

III. General Guidelines

- A. Police pursuit of motor vehicles shall be conducted in strict accordance with existing statutes. To be considered an "Authorized Emergency Vehicle," officers must activate their blue lights and siren when engaged in a pursuit.
- B. All personnel operating departmental vehicles shall exercise due regard for safety of all persons.
- C. No assignment shall be of such importance, and no task shall be expedited with such emphasis, that the principles of safety become secondary.
- D. There are no tasks in the department of such importance that justify the reckless disregard for the safety of innocent persons.
- E. Department personnel will be held strictly accountable for the consequences of their reckless disregard for the safety of others.

IV. Definitions

- A. PURSUIT - An active attempt by one or more police officers operating a motor vehicle to apprehend a suspect operating a motor vehicle, while the suspect is trying to avoid capture by using high-speed driving or other evasive tactics such as driving off a highway, making sudden or unexpected movements, or maintaining legal speed, but willfully failing to yield to the officer's signal to stop.
- B. FORCIBLE FELONY - A felony that involves an actual or threatened attack in which the officer has reason to believe could result or has resulted in death or serious bodily injury (e.g., aggravated assault, armed robbery, murder).
- C. PRIMARY PURSUIT UNIT - The police unit that initiates a pursuit or any unit that assumes control of the pursuit.
- D. SECONDARY PURSUIT UNIT - The police unit that trails the primary pursuit unit at a safe distance. This officer is available to assume the role of primary pursuit unit or assist when the fleeing vehicle stops.
- E. TERTIARY (THIRD) PURSUIT UNIT - The police unit that trails the secondary pursuit unit at a safe distance. This officer provides support for the primary and secondary unit when they enter the city limits of Jonesboro from another jurisdiction. Jonesboro Police Department units should be made aware of a pursuit initiated by another jurisdiction that is traveling through the City of Jonesboro. They may support the pursuing units by blocking intersections, warning civilians in the pursuit's path, and assist securing the scene if the pursuit ends within the City Limits.
- F. OFFICER REASONABLY BELIEVES – Means what a reasonable officer in the same or similar circumstance would believe based upon his knowledge of the facts surrounding the event as they existed at the time of the event. This is more than mere suspicion.
- G. SERIOUS PHYSICAL INJURY – A bodily injury that creates a substantial risk of death; causes serious, permanent disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.

ROAD BLOCK - An obstruction placed across a road, especially of barricades or police cars, for halting or hindering traffic, as to facilitate the capture of a pursued car or inspection for safety violations

V. Initiating Officer's Responsibilities

A. Pursuit Initiation

The Jonesboro Police Department recognizes that police pursuits pose a risk to the safety of citizens as well as members of the department. Therefore, pursuits are prohibited unless there is a reasonable suspicion (which must be articulated in subsequent reports) to believe that the person(s) to be pursued is committing or has committed or expressed intent to commit:

- Murder
- Voluntary Manslaughter
- Involuntary Manslaughter
- Aggravated Assault
- Aggravated Battery
- Kidnapping
- Rape
- Armed Robbery
- Arsons in the First Degree

Note: The Chief of Police may amend this policy at any time to include pursuing suspects and suspect vehicles for additional crimes not listed above that have the potential to severely threaten public safety. For example, if there is a spree of burglaries or entering autos, the Chief may temporarily amend this policy to allow the pursuit of those suspects.

****Pursuit of a suspect who is believed to have only committed a misdemeanor is strictly prohibited by this policy. ****

B. Pursuit is justified only when the officer knows or has reasonable grounds to believe:

1. That the suspect has committed, is attempting to commit or expressed intent to commit a felonious crime(s)against another person as listed in section A above;
2. That the suspect presents a clear and immediate danger to other motorists or the public in general; and
3. The necessity of immediate apprehension outweighs the level of danger created by the pursuit.
4. Police officers involved in a pursuit will utilize all emergency equipment and may do the following with due care:
- 5.

- a. Park or stand irrespective of the provisions of the Georgia statute;
- b. Proceed past a red or stop signal or stop sign, but only after slowing down or stopping as may be required and necessary for safe operation;
- c. Disregard regulations governing direction of movement or turning in specific directions.

C. Any officer engaged in or initiating a pursuit of a motor vehicle will immediately notify Clayton County Communication / 911 of the following:

1. That a pursuit has been initiated;
2. Location and direction of travel;
3. Speed and traffic conditions.
4. Description of vehicle and tag number, if available;
5. Reason for incident (commission of a felony, etc.); and
6. Description and number of occupants, if known.
7. Initiating and/or secondary officer shall notify on-duty supervisor.

D. The initiating or primary unit shall be in command and bears operational responsibility for the pursuit unless relieved by a supervisor.

NOTE: The mere fact that the suspect(s) flees is not reasonable grounds to believe that he/she has committed felonious crimes against another person. Officers engaging in a vehicular pursuit, and supervisors approving the continuation of a pursuit, cannot use the suspect's driving behavior after the traffic stop is initiated to establish a basis for the pursuit.

VI. Termination of the Pursuit

A. The primary unit may continue a pursuit if it is safe to do so until the suspect is stopped, unless directed to terminate the pursuit by a supervisor.

B. **The decision to pursue is not irreversible. The decision to abandon the pursuit may be the most intelligent course of action. Officers must continually evaluate the circumstances and question whether the seriousness of the crime justifies continuing the pursuit.**

C. A pursuit shall be terminated under any of the following circumstances:

1. If, in the opinion of the pursuing officer or the supervisor, there is a clear and unreasonable danger to the officer and other users of the highway created by the pursuit that outweighs the necessity for immediate apprehension.
2. The suspect's identity has been established to the point that later apprehension can be accomplished, and there is no longer any need for immediate apprehension.
3. The visibility, weather conditions, and/or road conditions limit the probability of a safe and successful end to the pursuit.
4. The location of the pursued vehicle is no longer known.
5. The pursuing officer knows or is reasonably certain, that the fleeing vehicle is operated by a juvenile, the offense constitutes a misdemeanor or a non-serious felony, and the safety factors involved are obviously greater than a juvenile can cope with.
6. A supervisor or higher authority orders the pursuit terminated.
7. The termination of a pursuit does not prohibit the officers remaining in the area, and may reinitiate the pursuit if the circumstances change elevating the charges to a **forceable felony**.

VII. Secondary Unit Responsibilities

- A. Assistance will be coordinated by Clayton County Communications / 911 under the direction of the supervisor. The supervisor and the primary unit will be advised of the identity and the location of backup units that can assist.
- B. The active pursuit will normally involve not more than two units: the primary unit and a secondary unit. If more assistance is specifically requested, the amount will be determined by:
 1. Nature of the offense
 2. Number of suspects
 3. Whether the participating units one or two-man units
 4. Other clear and articulated facts that would warrant the increased hazard

- C. Only the supervisor may authorize more than two units to be in active pursuit. All other units will remain aware of the pursuit, but shall not actively participate, and shall not respond or parallel the pursuit on adjacent streets unless specifically authorized to do so.
- D. The secondary unit, upon joining the pursuit, shall immediately notify Clayton County Communications / 911 of its identity. If the primary unit is a one-man unit, the backup unit may assume radio communications responsibility, allowing the primary unit to devote full attention to driving.
- E. The secondary unit will maintain a safe distance behind the primary unit, but close enough to render assistance when required.
- F. Secondary units shall, at all costs, avoid intersecting the path of an oncoming high-speed vehicle.
- G. If the primary unit becomes disabled, the secondary unit will become the primary unit. Clayton County Communications / 911 will advise the supervisor and other units that a new secondary unit is needed, and the next unit to join the pursuit will be designated as the secondary unit.

VIII. Communications Center Responsibilities

Upon notification of a pursuit in progress, the dispatcher will immediately:

- A. Clear the radio channel of any unnecessary traffic and advise all other units that a pursuit is in progress, providing all relevant information.
- B. Ascertain location and direction of the pursuit.
- C. Perform relevant records and motor vehicle check.
- D. Notify the supervisor that a pursuit has been initiated.
- E. Control all radio communications during the pursuit.
- F. Coordinate assistance under the direction of the supervisor.
- G. Continue to closely monitor the pursuit until it has been terminated.

IX. Supervisor's Responsibilities

- A. Upon notice of a pursuit in progress, the supervisor will immediately:
 - 1. Ascertain direction/location of the pursuit and verify that no more than the required or necessary units are involved.

- 2. Ascertain the reason for pursuit.
- 3. Maintain contact with pursuing officer to determine how dangerous the chase is.
- B. The supervisor will continue to direct the pursuit, and approve or order alternative tactics, such as the use of a roadblock, and maintain control until the pursuit is terminated. In the absence of adequate information from the primary or secondary unit, the supervisor may order termination of the pursuit.
- C. When the pursued vehicle is stopped, the supervisor shall proceed to the location to conduct an on-scene investigation.
- D. The supervisor shall ensure that the officer involved in the pursuit completes a Vehicle Pursuit Report. Once the supervisor receives the report, he will complete the supervisor's section and submit it up the chain-of-command.
- E. After the pursuit has ended, the supervisor may, depending on the circumstances, request a copy of all radio transmissions during the pursuit. The request form will be forwarded to Clayton County Communications / 911 where a tape of the radio transmissions will be made and delivered back to the supervisor and training officer of the police department. The recording will be reviewed by management personnel and will be used for an after-action assessment and training purposes.

X. Pursuit Tactics

- A. Offensive tactics - During pursuit, deliberate contact between vehicles or forcing the pursued vehicle into parked cars, ditches, or any other obstacle, boxing in, heading off, ramming, or driving alongside the pursued vehicle, while it is in motion, shall be prohibited, unless such actions are specifically authorized by the supervisor. Such actions may be approved only when the use of deadly force would be authorized.
- A. Passing - There shall be no attempt by officers to pass other Patrol units involved in the pursuit unless the passing officer receives specific permission from the primary unit or the Patrol supervisor
- B. Spacing - All units in the pursuit, whether the vehicle in front of the unit is the suspect vehicle or another police vehicle, shall space themselves at a distance that will ensure proper braking and reaction time in the event the lead vehicle stops, slows, or turns
- C. Number of police vehicles - No more than two police vehicles will become actively involved in a pursuit unless specifically directed otherwise by the Commanding Officer or Patrol Supervisor. Other officers should be alert to the pursuit's progress and location.

- D. Unmarked Police Vehicles - Officers operating unmarked police vehicles may engage in pursuit only when the fleeing vehicle presents an immediate and direct threat to life or property (provided the vehicle is equipped with emergency lights and siren). Whenever a marked unit becomes available to take over the pursuit, the unmarked vehicle will withdraw from active pursuit and serve in a support role.
- E. Controlled Access Highways - Officers shall not pursue suspects the wrong way on interstate or other controlled-access highways or divided roadways unless specifically authorized by the Patrol Supervisor.
- F. Traffic Control Devices - Extreme caution must be used whenever officers disregard traffic signs or signals, even though statutes permit such conduct. Officers shall make use of all available warning devices to alert other motorists and pedestrians.
- G. Precision Immobilization Techniques – Only those officers who have been trained and certified in the “PIT” maneuver will utilize this technique and only after receiving permission from a Patrol Supervisor. Due regard should be considered before using this technique to ensure the safety of the citizens and other officers in the area.

XI. Forcible Stopping

- A. Because of the obvious dangers inherent in the use of roadblocks in pursuit situations, it shall be the policy of this department that setting up roadblocks for apprehending wanted suspects shall not be employed in misdemeanor cases and only as a last resort in felony cases. If circumstances exist so that a roadblock is deemed necessary by the supervisor, police department vehicles may be used. Officers **will not** remain inside any vehicles that are used as roadblocks and an avenue of escape must be available.
- B. It is the policy of the department that each officer shall use only the minimum amount of force necessary, which is consistent with the accomplishment of his mission, and shall exhaust every other reasonable means of apprehension or defense before resorting to the use of roadblocks.
- C. Police officers will not discharge a firearm at or from a moving vehicle except as the ultimate measure of self-defense or the defense of another when the offender is employing deadly force. (Chapter 11, Use of Force)
- D. Discharging a firearm solely to disable a vehicle is strictly prohibited.

XII. Inter/Intra-jurisdictional Pursuits

- A. Clayton County Communications / 911, with the approval of the supervisor, will notify outside agencies if this department is in a pursuit moving into their jurisdiction. The informing person will specify that the call is either a request for assistance or merely a courtesy notification, with no participation desired.
- B. Notification by another jurisdiction of a pursuit in progress shall not be construed as a request to join the pursuit. Officers shall not become involved in another agency's pursuit unless specifically authorized by the supervisor, or it is clearly demonstrated that the unit from an outside agency is unable to request assistance, or the emergency nature of the situation dictates the need for assistance. In these instances, all departmental pursuit policies are in effect.
- C. When communications personnel receive notification of a pursuit by an outside agency, they will carefully assess the circumstances to determine if the pursuit is likely to enter the city limits of Jonesboro. Prior to making any radio broadcast, dispatch personnel will obtain from the notifying agency the same information our primary unit is expected to provide.
- D. When a pursuit, initiated by an outside agency, does not meet the criteria set forth in this SOP, members may only assist the outside agency at the termination point, if within the city limits, or provide other appropriate assistance during the pursuit which does not violate this SOP.

This SOP supersedes any SOP previously issued.

By Order of the Chief of Police



Jonesboro Police Department

Tommy L. Henderson, III
Chief of Police

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TO: Rick Clark, City Manager

FROM: Tommy L. Henderson, III, Chief of Police

DATE: February 26, 2021

SUBJECT: Departmental Police Changes

The purpose of this memorandum is to explain the requested changes to the policy titles listed below.

Use of Force

This policy was amended with the following changes.

- Added Section L. to include the complete Lawful Authority O.C.G.A. 17-4-20
- Added Section M. to include the complete Lawful Authority O.C.G.A. 16-3-21
- Added Section D
 - Officers shall endeavor to use the minimal level of force necessary to achieve a legal and lawful law enforcement objective. Officers will receive annual training relating to appropriate law enforcement use of force issues and any questions or concerns shall be addressed to the officer's immediate supervisor for clarity.
- Added the language of Chief of Police and/or designee
- Added District Attorney (DA) to Section IX, Investigation of Use of Deadly Force
- Add Section of XI. Other Incident Involving the Discharge of Firearms
 - This policy applies to all departmentally authorized firearms. For all firearm discharges that occur during training or approved competitive shooting, and do not result in injury, a report is not required. All other firearm discharges require an *Incident Report* by that officer. A copy of the approved *Incident Report* shall be forwarded via email to the Field Operations Division Commander, Services Division/Internal Affairs Commander for record keeping.

Other incidents involving the discharge of firearms that require an *Incident Report*, may include, but are not limited to, the following:

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A. Accidental Discharge of Firearm

Unintentional and/or accidental discharges of an authorized firearm, whether on or off duty, will be reported immediately to an on-duty supervisor. The on-duty supervisor will determine if the incident meets the protocol requiring a *Use of Force Report*. Regardless of the on-duty supervisor's investigative findings, the incident will require an *Incident Report* and/or *Supplemental Report(s)* by the officer(s) involved in and/or present for the discharge of the firearm.

B. Destruction of Animals

The humane destruction of injured, sick, mad, or vicious animals to minimize suffering and the risk to the public is **not** a use of force and **does not** require a *Use of Force Report*. When it becomes necessary to destroy an animal, the concerned officer will properly complete an *Incident Report*.

1. When it becomes necessary to destroy an injured, wounded, or sick animal, the officer should make a reasonable attempt to locate and receive permission to destroy the animal from the animal's owner. The officer will notify an on-duty supervisor prior to initiating action or destroying the animal.
2. A firearm may be utilized when it becomes necessary to destroy a mad or vicious animal that cannot otherwise be reasonably controlled. Such action may be taken, when the animal poses a threat to the officer, another person, or other animal.

C. Warning Shots

Warning shots are **prohibited** due to the potential for harm.

Vehicle Pursuits

This policy was amended with the following changes.

- Section V., Initiating Officer's Responsibilities
 - Added number 7. To section C. Initiating and/or secondary officer shall notify the on-duty supervisor

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- Section VI. Termination of the Pursuit
 - Added number 7 to Section C., The termination of a pursuit does not prohibit the officers remaining in the area and may reinitiate the pursuit if the circumstances change elevating the charges to a **forceable felony**.
 - Replaced Section XI., C. Only the supervisor may authorize more than two units to be in active pursuit. All other units will remain aware of the pursuit, but shall not actively participate, and shall not respond or parallel the pursuit on adjacent streets unless specifically authorized to do so. With: When the pursued vehicle is stopped, the supervisor shall proceed to the location to conduct an on-scene investigation.

Organization / Meetings

The policies of Organization and Meetings were merged in to one policy. The following amendments were made.

- Added the term Chief and/or designee throughout policy
- Assistant Chief added to Rank Structure
- Changed Administrative Division to Support Operations Division
- Changed Uniform Patrol to Field Operations Division
- Changed Section B., C., and D. Criminal Investigation Division to Criminal Investigations Unit, as it now falls under the Support Operations Division
- Changed Section IV. B. / command structure to include new ranks Assistant Chief and Corporal
- Section VI. Command During Absence of the Chief of Police: Changed Divisional names and the rank structure to include Assistant Chief and designated time frame in which the Assistant Chief would assume command
- Section V.: Organizational Chart: Added Policy Organizational Charts as Appendixes A & B
- Section VII., Meeting Procedures: Added Section B, Command Staff Meetings
- Section VII., Meeting Procedures: Deleted previous Section 5, Robert's Rule of Order.
- Section VII. E. Miscellaneous Meetings: Incorporated the previous 4 sections into to and changed Division names.



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