



**CITY OF JONESBORO
Regular Meeting
170 SOUTH MAIN STREET
July 12, 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.

Agenda

- I. CALL TO ORDER - MAYOR JOY B. DAY**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- V. ADOPTION OF AGENDA**
- VI. PRESENTATIONS**
 1. Presentation relative to the City of Jonesboro 2021 Comprehensive Plan Update, entitled "Jonesboro Forward" – Jared Lombard, Atlanta Regional Commission
- VII. PUBLIC HEARING**
 1. Public Hearing regarding a proposed text amendment to the City of Jonesboro Code of Ordinances, 21-TA-010, Ord. 2021-016, with updates and revisions to Section 86-119 "City Center Mixed-Use District" to Chapter 86 - Zoning, Article V – District Standards and Permitted Uses, of the City of Jonesboro Code of Ordinances.
 2. Public Hearing regarding Conditional Use Permit application, 21-CU-011, for commercial truck parking, by Don Flanders / Sardis Creek, LLC, property owner, and Dhanram Nahdlal, applicant, for property at 8271 Tara Blvd. (Parcel No. 13239B D008), Jonesboro, Georgia 30236.
 3. Public Hearing regarding the 2021 Comprehensive Plan Update.
 4. Public Hearing regarding Alcohol Beverage Pouring license, 21-ALC-001, to dispense beer, wine & distilled spirits at 103 West Mill Street, Jonesboro, Georgia 30236. The legal business name is Nouveau Jonesboro LLC. Ebony Austin has requested to be the License Representative.

5. Public Hearing regarding Conditional Use Permit Application, 21-CU-012, for a retail cigar shop and cigar bar / lounge with alcohol service, by Robert and Kimberly Lightford, property owners and applicants, for property at 112 South Main Street (Parcel No. 13241D C005), Jonesboro, Georgia 30236.

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

IX. MINUTES

X. CONSENT AGENDA

XI. OLD BUSINESS

XII. NEW BUSINESS

1. 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 II construction of the Jonesboro City Center.
2. Council to consider approval of Conditional Use Permit Application, 21-CU-012, for a retail cigar shop and cigar bar / lounge with alcohol service, by Robert and Kimberly Lightford, property owners and applicants, for property at 112 South Main Street (Parcel No. 13241D C005), Jonesboro, Georgia 30236.
3. Council to consider approval of proposed text amendment to the City of Jonesboro Code of Ordinances, 21-TA-010, Ord. 2021-016, with updates and revisions to Section 86-119 "City Center Mixed-Use District" to Chapter 86 - Zoning, Article V – District Standards and Permitted Uses, of the City of Jonesboro Code of Ordinances.
4. Council to consider approval of an proposal from Georgia Power to acquire an easement across property located at 152 Smith Street.
5. Council to consider approval of a non-exclusive license agreement by and between Courtware Solutions, Inc. and the City of Jonesboro to upgrade the current technology system utilized by Municipal Court.
6. Council to consider approval of a quote in the amount of \$ 63,784.00 to purchase a box truck for the purpose of storage and transport of tables and chairs. Further, Council to authorize the City Manager to perform the necessary acts to purchase this vehicle under the auspices of the GMA Lease Pool.
7. Council to consider approval of Budget Amendment #21-003 regarding the CJCC Training Grant in the amount of \$62,500.
8. Council to consider fee waiver for use of Lee Street Park by Alfred Dixon for an event to be held on Sunday, July 25, 2021 from 4:00 p.m. until 9:00 p.m.
9. Council to consider the following appointment to the Jonesboro Beautification Commission:
Michael W. Padgett – (306B West Avenue Jonesboro, GA) – to fill the unexpired term of Billy Gardner. Term to expire, October 10, 2022.
10. Council to consider approval of Application 21ALCSUB-001, as submitted by Taylor'd Events, requesting an alcohol sub-permit for the "Miami Day in the A" Event to be held on July 31, 2021 beginning at 2:00 p.m. Said event is to be held at Lee Street Park.

11. Council to consider approval of Alcohol Beverage Pouring license, 21-ALC-001, to dispense beer, wine & distilled spirits at 103 West Mill Street, Jonesboro, Georgia 30236. The legal business name is Nouveau Jonesboro LLC. Ebony Austin has requested to be the License Representative.
12. Council to consider approval of the resolution of the following five (5) vehicle forfeitures:
2003 Ford Taurus, VIN 1FAFP56U97A177444. Civil Action # 2021CV02000-11, Jonesboro Case # 20-02-00721.
2007 Ford Taurus, VIN 1FAFP56U97A177444. Civil Action # 2021CV02000-11, Jonesboro Case # 20-02-00721.
2015 Kia Rio LX, VIN KNADM4A38F6442386. Civil Action # 2020CV0256-10, Jonesboro Case # 20-06-00279.
2009 Honda Civic, VIN 2HGFA165X9H541597. Civil Action # 2021CV02002-10, Jonesboro Case # 20-09-00717.
2007 Mazda B2300 Pickup Truck, VIN 4F4YR12D37PM05891. Civil Action # 2020CV01749-11, Jonesboro Case # 20-12-00328.
13. Council to consider approval of Conditional Use Permit application, 21-CU-011, for commercial truck parking, by Don Flanders / Sardis Creek, LLC, property owner, and Dhanram Nahdlal, applicant, for property at 8271 Tara Blvd. (Parcel No. 13239B D008), Jonesboro, Georgia 30236.
14. Discussion relative to the America Rescue Plan Act.
15. Discussion relative to a Polling Place for the 2021 Municipal Election.

XIII. REPORT OF MAYOR / CITY MANAGER

XIV. REPORT OF CITY COUNCILMEMBERS

XV. OTHER BUSINESS

1. Executive Session for the purpose of discussing personnel related matters.
2. Consider any action(s) if necessary based on decision(s) made in the Executive Session

XVI. ADJOURNMENT



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

-1

6.1

COUNCIL MEETING DATE

July 12, 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.)*

Presentation relative to the City of Jonesboro 2021 Comprehensive Plan Update, entitled "Jonesboro Forward" – Jared Lombard, Atlanta Regional Commission

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

Kickoff Hearing

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, City Re-branding

Summary & Background

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

The City of Jonesboro Mayor & Council is holding its initial public hearing regarding the 2021 Comprehensive Plan on July 12, 2021. The purpose of this hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process.

Working in conjunction with the Georgia Department of Community Affairs, the City, over the rest of 2021 will be updating its Comprehensive Plan with the selection of a new stakeholder committee, the holding of open houses for community input, and diligently incorporating all of the many quality of life features (LCI study, creation of Overlay Districts, etc.) into the new Comprehensive Plan and the Future Land Use Map. The City has changed dramatically in the past 5 years since the last Comprehensive Plan was updated, and the new plan needs to reflect the new dynamic and future goals of Jonesboro.

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.)*

- First Required Public Hearing_Legal Notice_Jonesboro Comp. Plan
- Comp Plan - Final w edits
- Future Land Use Map

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

None

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

July, 12, 2021

Signature

City Clerk's Office

City of Jonesboro NOTICE TO THE PUBLIC

The City of Jonesboro Mayor & Council will hold an initial public hearing regarding the 2021 Comprehensive Plan Update in the chambers of the Jonesboro Municipal Court Facility, 170 South Main Street, on July 12, 2021 at 6:00 PM.

The purpose of this hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process.

All interested should attend. Questions should be directed to David Allen, Director of the Community Development Department at 770-478-3800 or dallen@jonesboroga.com.



Jonesboro, GA

Comprehensive Plan Update

2015-2020





ACKNOWLEDGEMENTS

Stakeholder Committee:

Councilwoman Pat Sebo

Karen Sullivan

Barbara Emert

Cathy Roark

Lillie Suder

Arlene Charles

Helen Meadows

Harry Osborne

Linda Summerlin

Julianna Anderson

Wes Agnew

Mayor Joy Brantley Day

City Staff

Ricky L. Clark, Jr

Shayla Harris, Economic Development Planner

Franklin Allen

Joe Nettleton

Derry Walker

City Council:

Mayor Joy Brantley Day

Councilman Wallace Norrington

Councilman Jack Bruce

Councilwoman Pat Sebo

Councilman Billy Powell

Councilman Bobby Wiggins

Councilman Ed Wise

Atlanta Regional Commission Staff:

Dan Reuter- Division Manager

Jared Lombard- Principal Planner

Andrew Smith- Planner

Allison Duncan- Senior Planner

Beth Davis- Planning Intern



EXECUTIVE SUMMARY

**Assets:**

- Historic Character
- Location
- Development Potential
- County Seat

Challenges:

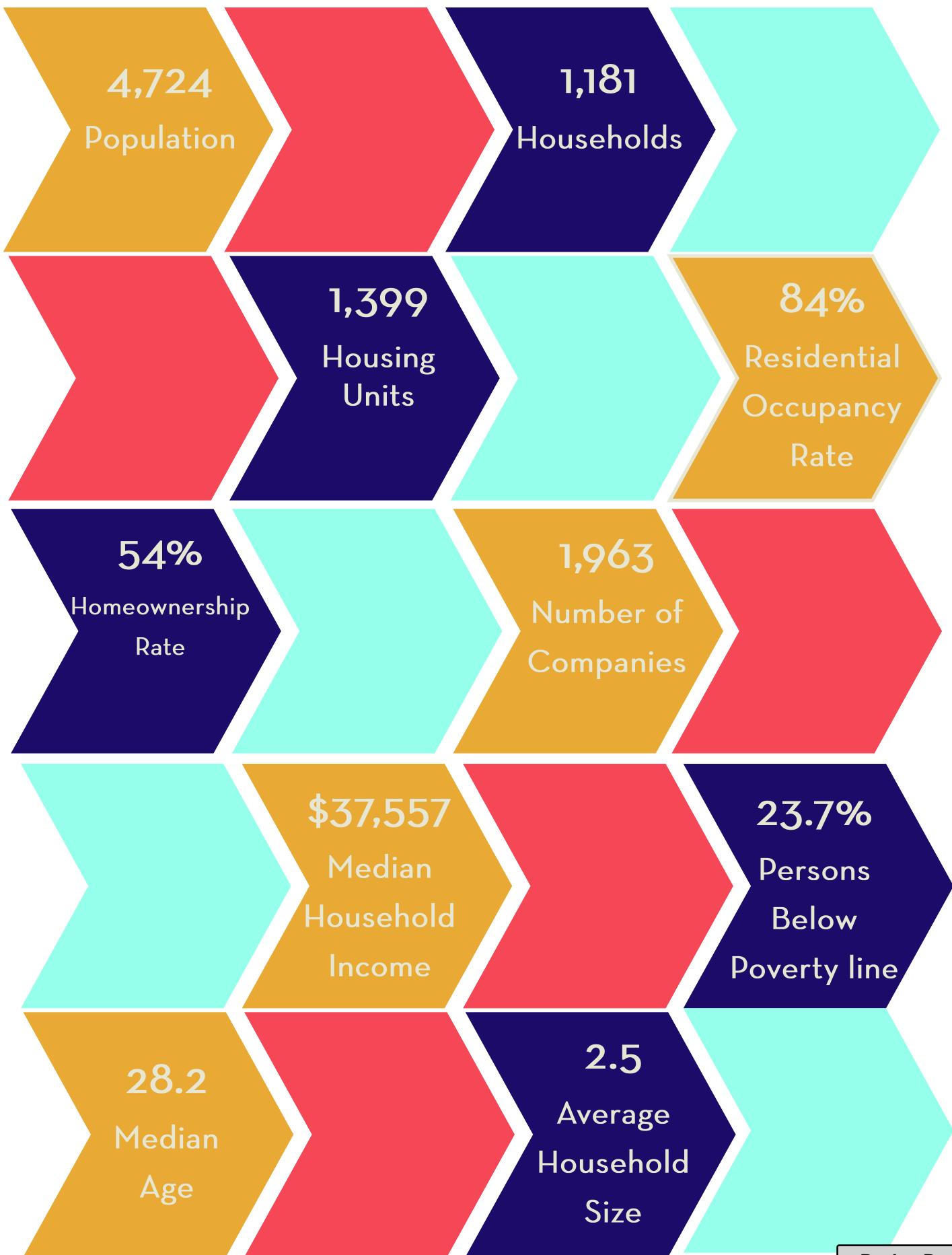
- Economic Development

Introduction and Overview

The city of Jonesboro, Georgia has completed the state-mandated update of its Comprehensive Plan. The planning and engagement process was managed with the guidance and involvement of the Steering Committee, city planning staff, and residents of Jonesboro who attended the Open House held on May 27, 2015

In accordance with the requirements by the Georgia Department of Community Affairs, this Comprehensive Plan Update contains three components: a Community Vision, a summary of Community Issues and Opportunities, and a Community Work Program. Also included per state guidelines is a Future Land Use Plan for the city of Jonesboro. The city will maintain a Transportation Plan, and Housing Element in accordance with state guidelines.

Throughout the course of the stakeholder engagement process, the Steering Committee members and Open House participants focused on defining the key assets and challenges facing Jonesboro in order to develop on strengths and confront challenges in this plan for the future.

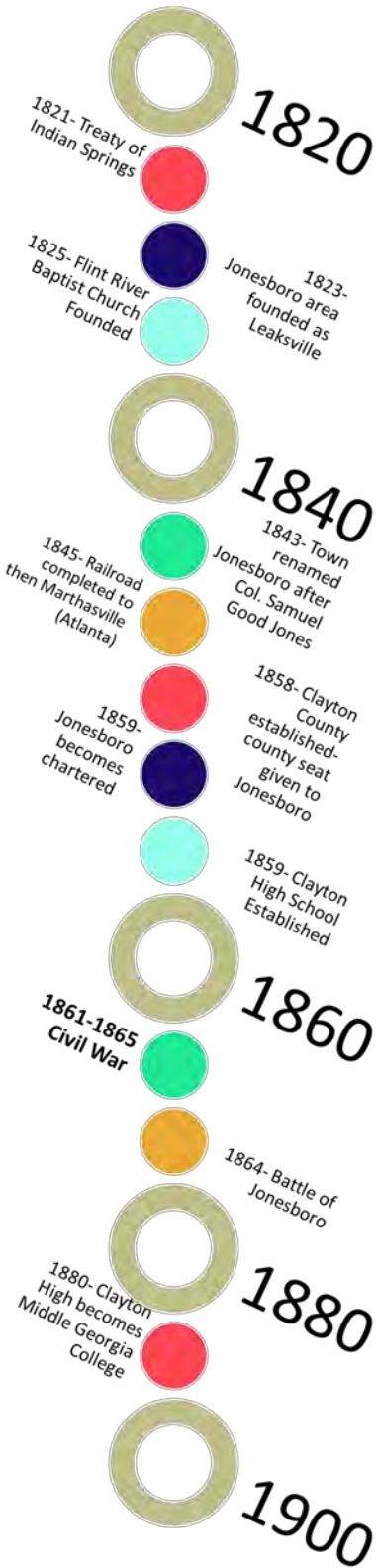




THE CITY OF JONESBORO: YESTERDAY & TODAY

A Brief History of the City of Jonesboro

City of Jonesboro: Yesterday and Today

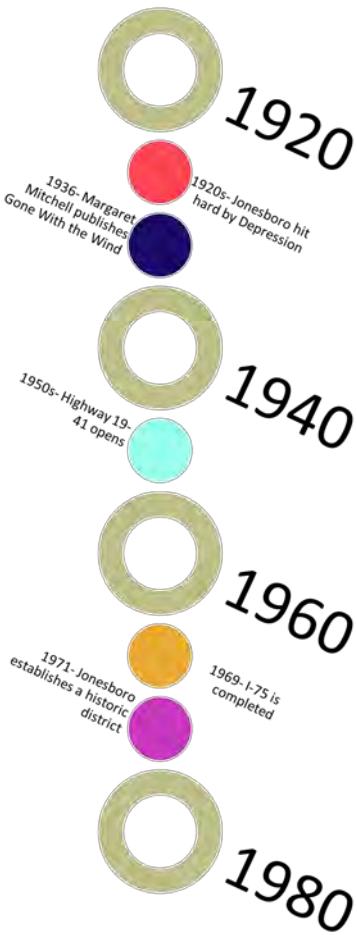


Prior to 1821, the area of land currently recognized as Jonesboro Georgia was believed to be inhabited by Coweta tribe of the Creek Indian Confederation. Upon passage of the Treaty of Indian Springs, this land was opened to settlement by white immigrants, and the small town of Leaksville, Georgia was founded about 20 miles from what would one day be Atlanta.

The town of Leaksville was founded at the intersection of two travelways; running north to south was White Hall Wagon Road or Griffin Road, depending on direction, and coming in from the southwest headed toward Stone Mountain was the Strawn Trail, a stagecoach trail and former Native American trail that now follows State Road 54/ Highway 138 through Jonesboro. The town attracted the attention of the old Monroe Railroad Company because of this location, and a railroad was extended through the town by 1843.

When Monroe Railroad became bankrupt in 1844, the company and tracks through Leaksville were reorganized and emerged under the ownership of the Macon and Western Railroad and Banking Company. During this reorganization, one of the Railroad's principal engineers, Colonel Samuel Greene Jones took interest in the small town of Leaksville, and re-engineered the city as a 2,000ft by 2,400ft city, centered around the railroad tracks, where it remains today. As an expression of gratitude for Col. Jones, the city was renamed Jonesboro in 1845.

Up to this point, Jonesboro lay just inside the western border of Fayette County, on the Henry County line. However, in 1858, Clayton County was created and Jonesboro designated as the county seat. One year later in 1859, Jonesboro received its official charter to become the City of Jonesboro, Georgia. The economy of Jonesboro comprised mainly of the commercial activity created by the railroads and surrounding plantations, and the successful Clayton High School that had been established much earlier in 1825 as an academy school. The economy continued to grow and thrive throughout this time as evidenced by the large plantation homes, up until the beginning of the Civil War.



Jonesboro played a pivotal role in the Civil War, not only providing most of its population of able young men, but also serving as the site of the last major battle of the war- one that resulted in the fire that burned nearly two thirds of the town, and led to the fall of Atlanta. Following the war, Jonesboro focused on reconstruction, striving for the growing economy that had characterized the antebellum town.

Education remained important to Jonesboro's economy, and the former Clayton High School was chartered as Middle Georgia College in 1880.

Growth continued through the end of the century and into the next, but Jonesboro again took a hit to the economy during the Great Depression which left the city struggling alongside other cities in the South. It wasn't until Margaret Mitchell published her famous *Gone with the Wind*, said to be set in a fictional rendition of Jonesboro, that the city regained favorable publicity and began to rebuild.

Today, Jonesboro continues to operate a museum dedicated to *Gone with the Wind*, and retains a charming small town aesthetic and feel. Establishing the Jonesboro Historic District in 1971 recognized this historic character and significance of the town in hopes of preserving some of its historic charm and incorporating the old town feel into plans for the future.





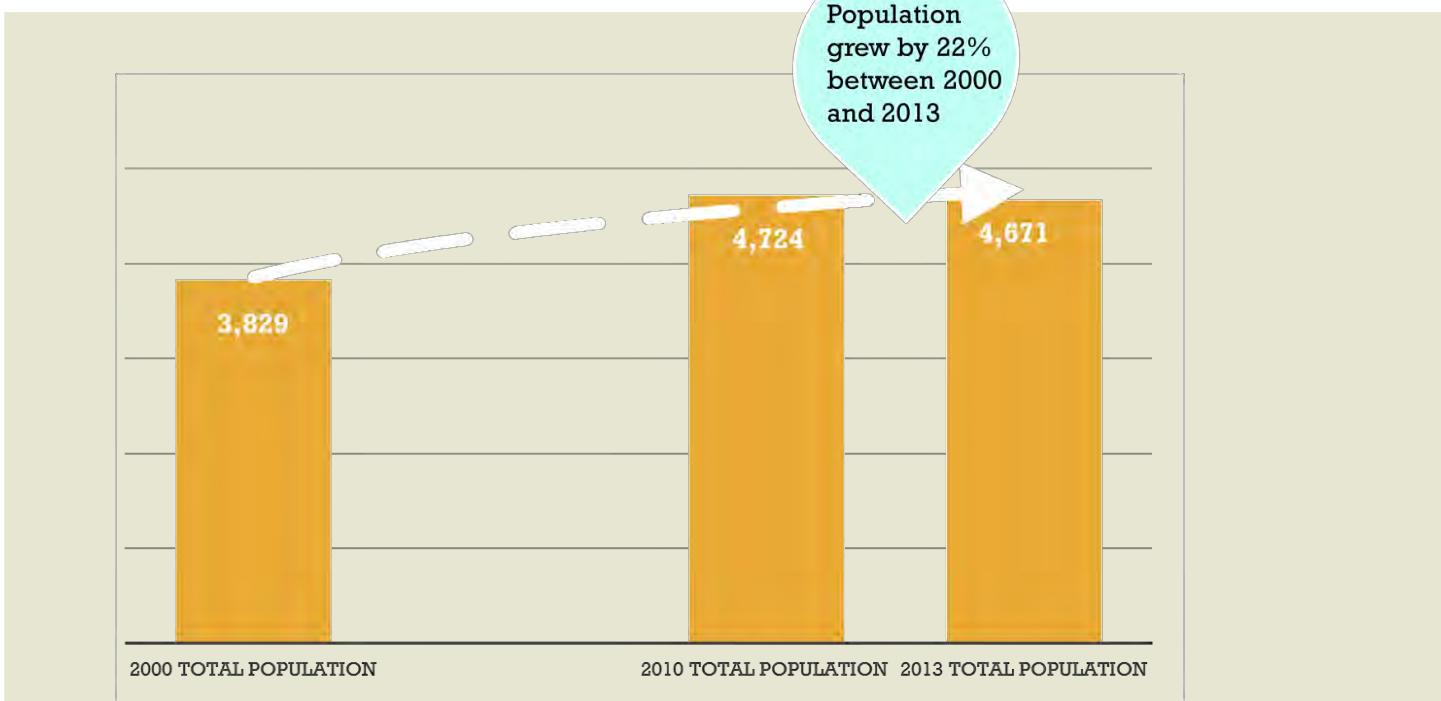
Population and Demographic Trends

City of Jonesboro: Yesterday and Today

The City of Jonesboro grew quickly between the years of 2000-2010, adding 895 residents for an increase of 23% of the population. The 2000 US Census reported a population of 3,829, and the 2010 Census reports 4,724 people in Jonesboro. Population growth is expected to slow, however, and ESRI Business Analyst Online projections show just a 1% increase, a change than amounts to an addition of only 27 people, between 2010 and 2020. With minimal migration into Jonesboro, the population is expected to grow older, with the most growth in age cohorts over 45, and decreases in the population 44 or younger.

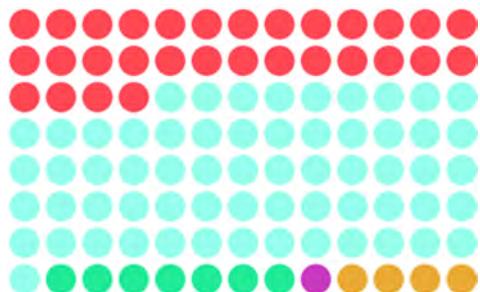
Between the years of 2000 and 2010, Jonesboro shifted from a majority white city, to a majority minority city. Jonesboro has seen increases in each of the Black, Hispanic, and Asian populations, and a decrease in the white population by nearly half, dropping from 60% to 33% of the total population.

As the population has slowed, the number of housing units has decreased between the years of 2000 and 2010, with 1,561 and 1,399 units respectively reported by the US Census Bureau. Most people in Jonesboro own the houses that they live in, with an owner occupancy rate of 45%, 39% of residents who rent their units an overall vacancy rate of about 16% in 2010.

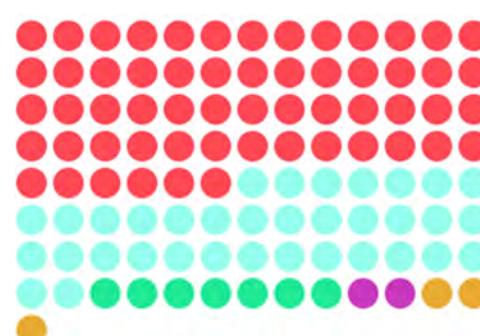


Racial Distribution

2000



2010



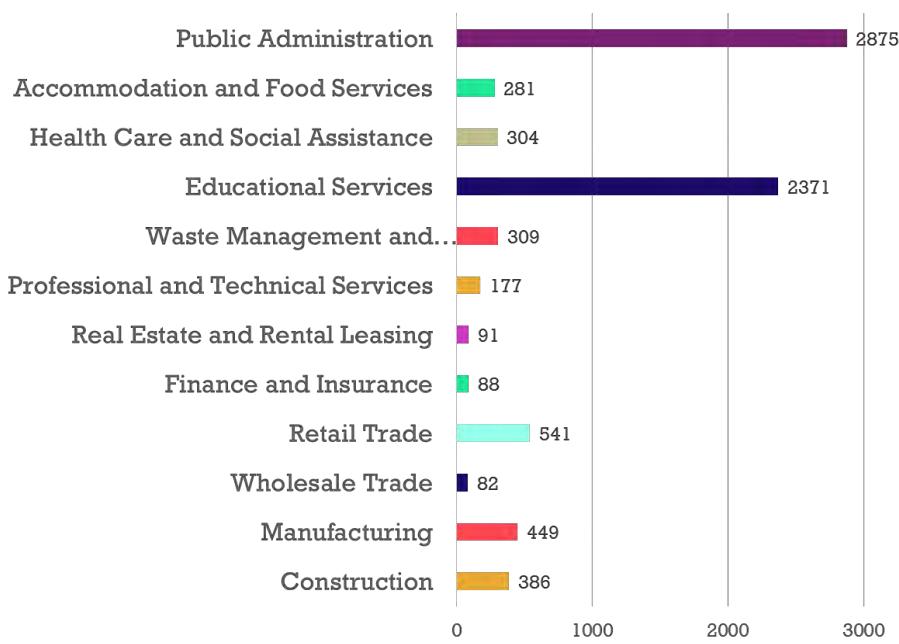
Black White Hispanic Asian Other

Economic Trends

City of Jonesboro: Yesterday and Today

Jobs in Jonesboro

There are two major employment sectors within Jonesboro; the largest is Public Administration, owed to the location of the county seat within Jonesboro. The 2010 Census reports 2,875 people employed in Public Administration in Jonesboro. Following the legacy of education in Jonesboro, the second largest employment sector is Educational Services. Two thousand three hundred and seventy one (2,371) people are employed within Educational Services which may be attributed to the proximity of Clayton State University to the city.

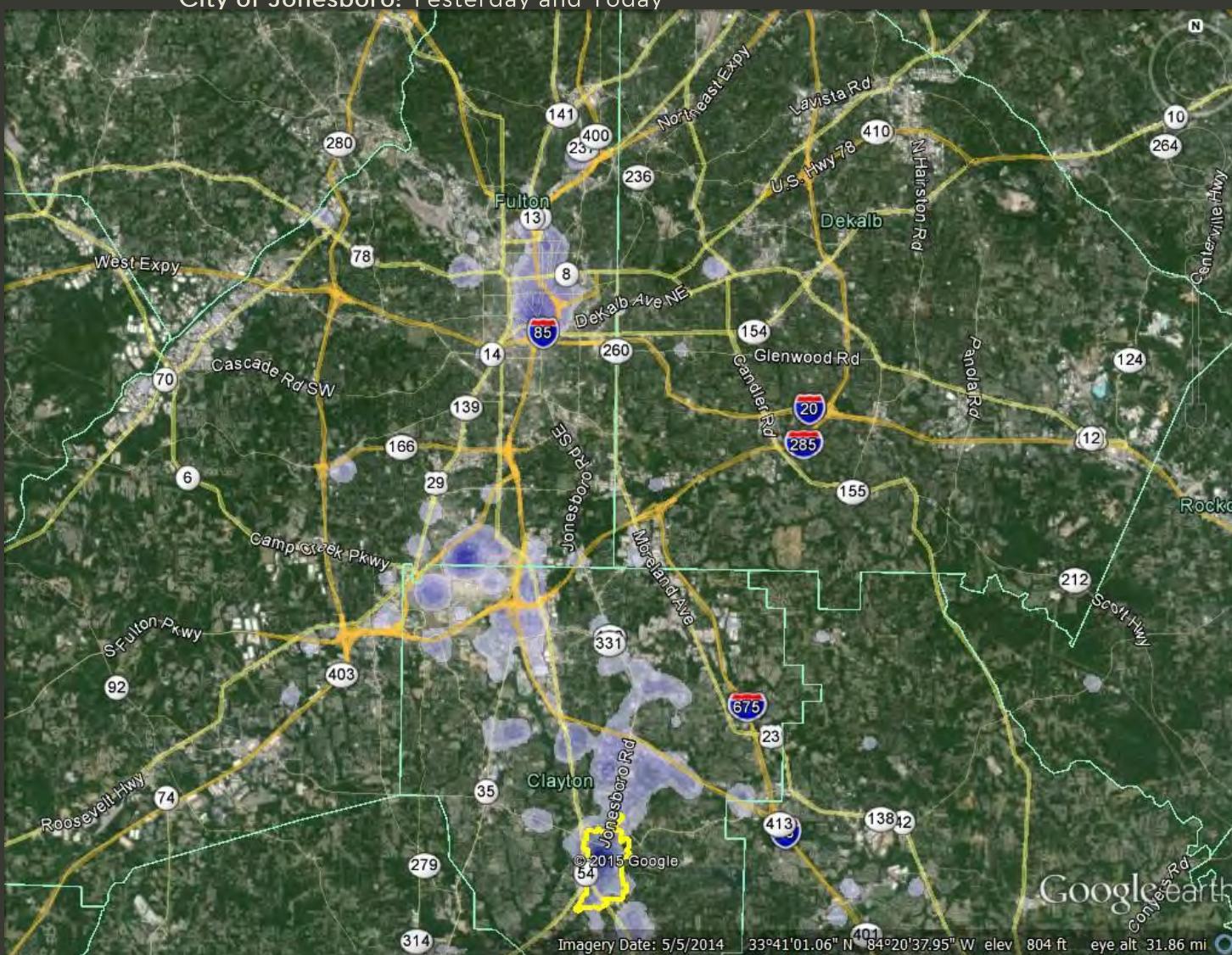


Jonesboro Commuting

Among people who either live or work in Jonesboro, 81% of people commute in to the city for work, while 17% commute out and just 1% of people both live and work within Jonesboro. This amounts to about 7,675 incoming commuters, 1,595 outgoing commuters, and 121 commuters within Jonesboro. Further, 77% of these people reported that they drive alone to work, 22% carpool, 1% use some other mode of transportation, and no reported use of public transportation.

Where Residents Work

City of Jonesboro: Yesterday and Today



Commute In

Live and Work

Commute Out

7,675

121

1,595

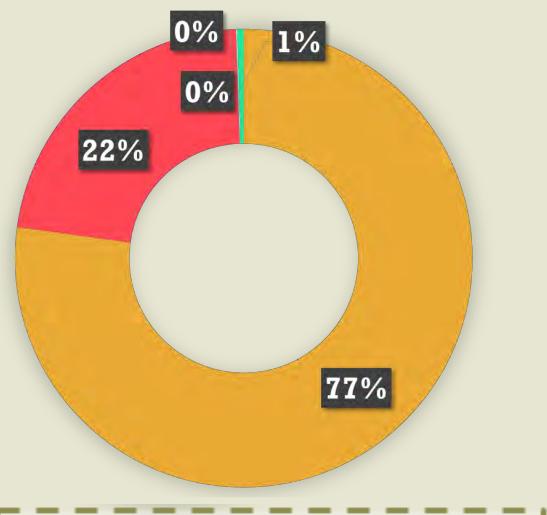
Transportation Trends

City of Jonesboro: Yesterday and Today

Two major state and US highways connect Jonesboro to the rest of the region; Georgia Highway 3/US 41 (Tara Boulevard) runs north-south along the western edge of the city, and connects to GA Highway 54 (Fayetteville Road) in the southwest corner. Jonesboro was established as a regional hub for transportation through south Georgia to Atlanta, and some of this use remains today. The railroad through the center of the city is still in use as a low density route owned by Norfolk Southern.

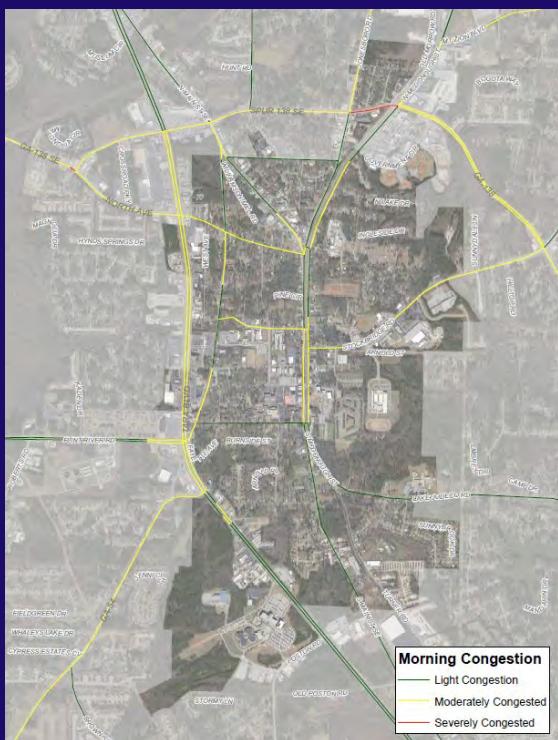
MARTA has recently been approved for extension into Clayton County, and has planned to begin with three bus lines into the county, eventually adding seven more for a total of ten bus lines, four of which would service the city of Jonesboro. Environmental and engineering studies will be conducted throughout 2015 to explore the possibility for extension of high capacity transit through the county.

Mode of Transportation

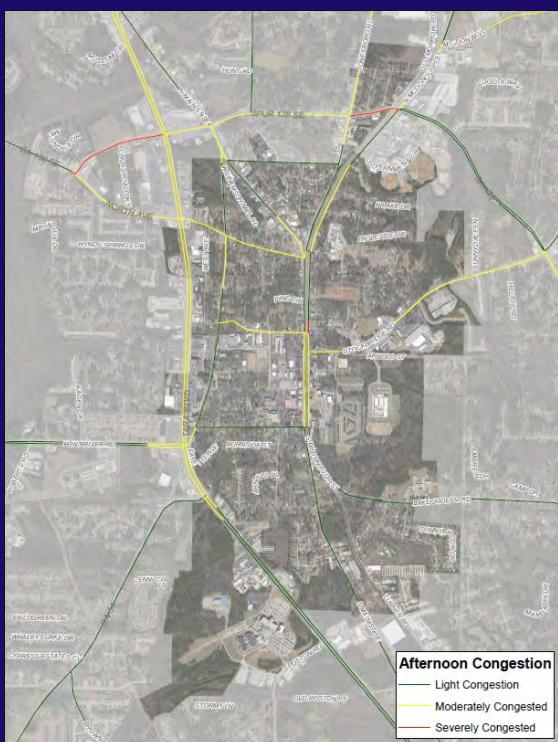


- Drive Alone
- Carpool
- Public Transit
- Work from Home
- Other

Morning Traffic Levels



Evening Traffic Levels



Education, Natural Resources

City of Jonesboro: Yesterday and Today

Natural Resources

The City of Jonesboro has built three major parks in recent years that they also maintain: Battleground Park, Massengale Park and Lee Street Park. Clayton County manages seven parks near the boundaries of Jonesboro, as well as other facilities including a walking trail, recreation and fitness centers, a tennis center, and a water park. The largest of these is the Clayton International Park to the east of Jonesboro's borders, which includes a pool and waterpark, special event pavilions, a senior center, volleyball courts, a stadium complex, bike paths, snack bar, and tennis center. International Park was the site of the beach volleyball event during the 1996 Olympic Games. The

Jonesboro's primary source of water comes from the Little Cotton Indian Creek and Cotton Indian Creek in Henry County to the East, which is treated at the J.W. Smith Water Treatment Plant. Clayton County also purchases treated water from the City of Atlanta. The City of Jonesboro lies partially on the Middle Flint Watershed, and contains no wetlands, floodplains or protected rivers within its borders.

There are three major soil types within Jonesboro, Urban Land, Cecil-Appling-Pacolet and Gwinnett-Cecil. Of the three, Urban Land is the most altered from its original composition and the most suitable for development, Cecil-Appling-Pacolet to the north is also highly suitable for development due to its gentle slope, and the Gwinnett-Cecil soil is mainly appropriate for cultivated crops, pasture, and subdivisions.

Education

Jonesboro is a part of the Clayton County School System, which operates three elementary schools and one middle school within the city's legal borders, and an additional middle school and one high school in the unincorporated city. The closest college is Clayton State University, located north of Jonesboro.



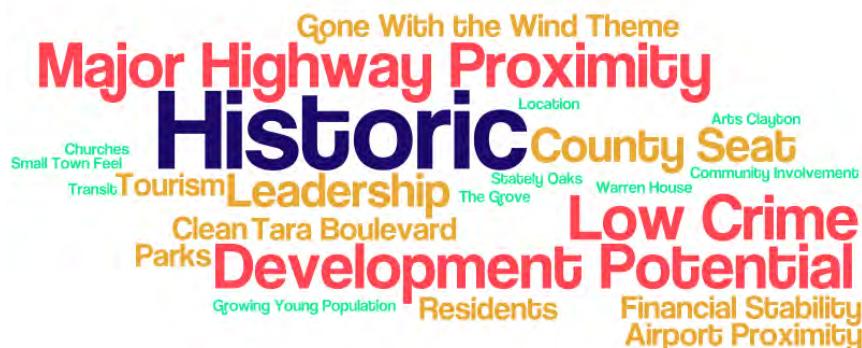
COMMUNITY INPUT

Approach to Community Engagement

City of Jonesboro: Community Input

Community Engagement Overview:

The community engagement process for the Jonesboro Comprehensive Plan Update involved various techniques and activities designed to collect meaningful input from citizens that would inform and shape the plan update. A steering committee was organized from stakeholders representing the various interests and perspectives of the city of Jonesboro. The steering committee served to share insights and information to ensure that the resulting plan was consistent with the values and vision for their community.



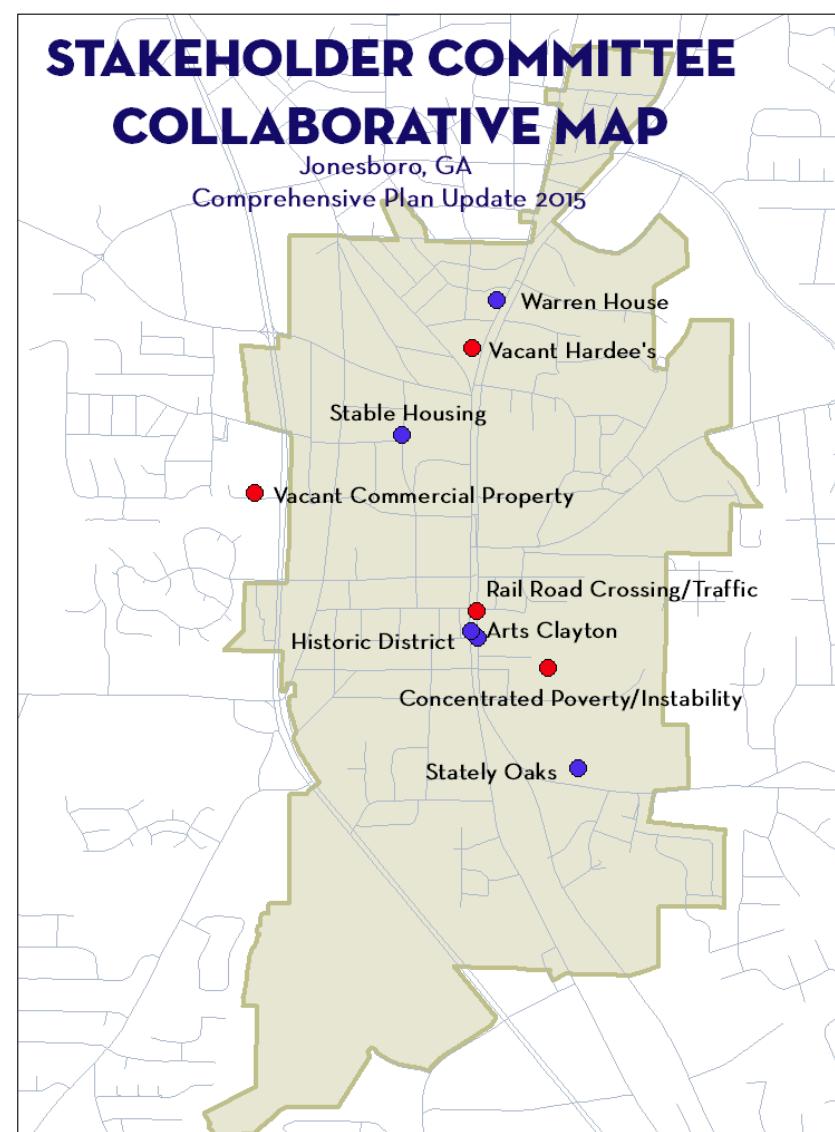
The steering committee met three times over the course of the planning process in order to get an informed perspective on all aspects of the comprehensive plan. At the first meeting in January members met to discuss the assets and challenges that make Jonesboro unique, and at the following meeting in April the committee identified the broad goals that would define the plan. The third and final meeting in July, 2015 addressed potential strategies for implementation of the goals and action items discussed in the previous meeting.

In addition to steering committee meetings the Atlanta Regional Commission, with the help of the City of Jonesboro, organized an all-afternoon Open House during which members of the public were welcomed to come and provide their input on the assets, challenges, and other important issues facing Jonesboro.



Collaborative Map

City of Jonesboro: Community Input



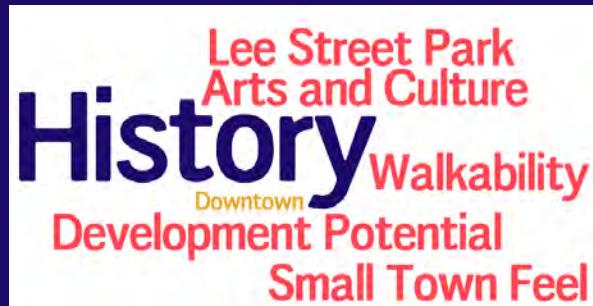
A large-format map of the City and surrounding areas was used to gather responses to two questions from the stakeholder committee: (1) Besides your home, what is your favorite location in Jonesboro? (2) Where are some of the places that present a challenge to Jonesboro in the future. The stickers used were color coded based on question. In the map above, blue dots represent favorite locations, while red dots represent areas that need improvement. The dots are relatively spread throughout the city and represent the variety of interests and values of Jonesboro residents.

Engagement Activities Cont.

City of Jonesboro: Community Input

Community Open House

The community open house was open to the general public in order to provide any Jonesboro resident with the opportunity to provide input on the plan through a variety of activities. The April event took place over several hours in the afternoon to accommodate most schedules and allow enough opportunity for people to stop by. Participants were able to identify assets and challenges in their community both in a map and in writing, as well as write about their hopes for the future of Jonesboro on a postcard from the future



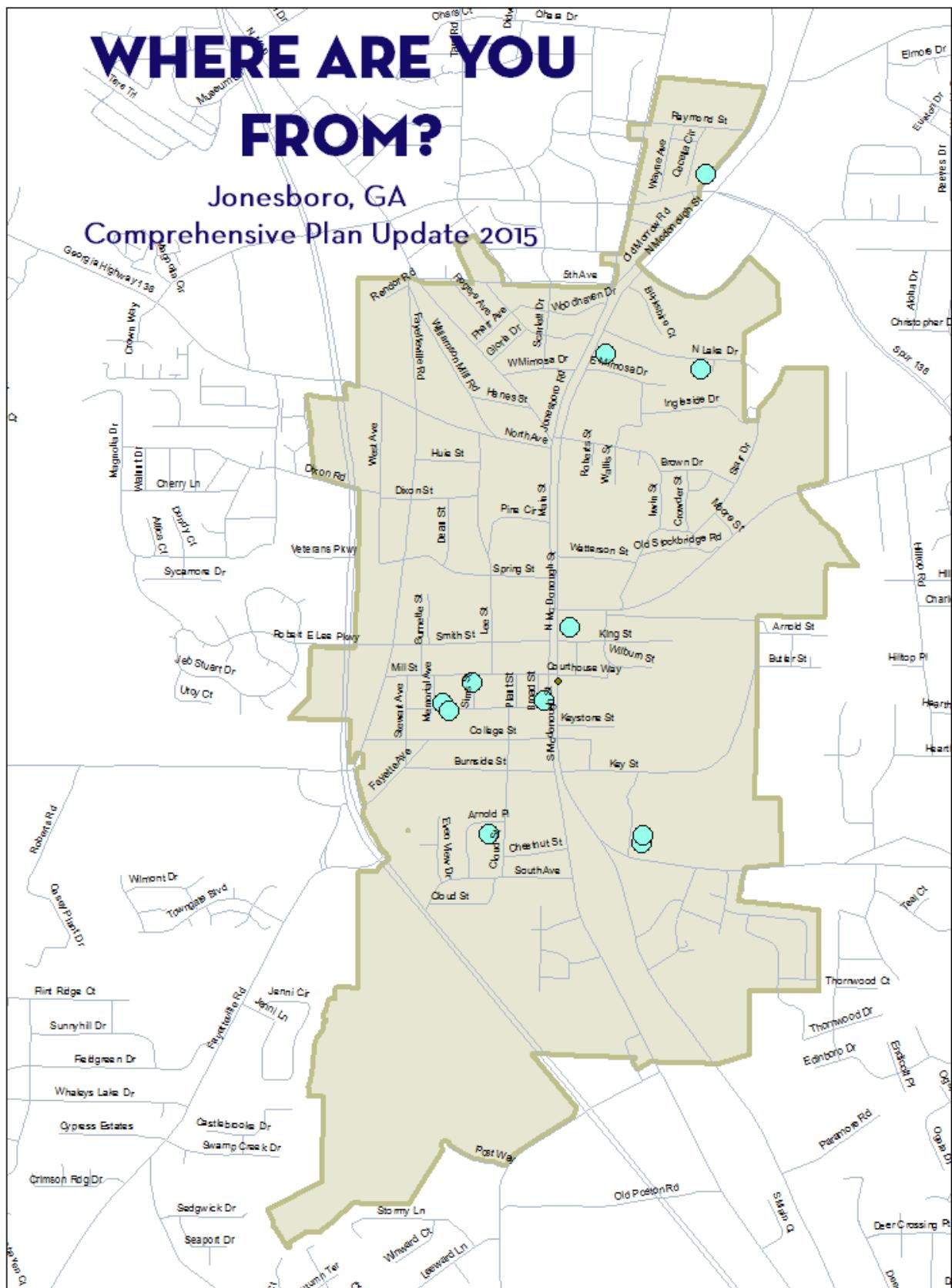
Top to bottom: Assets and challenges of Jonesboro as identified by participants of the April Open House. Larger words were mentioned more frequently than smaller ones.

Where You Live

Residents were asked to identify their homes on a map of Jonesboro in order to determine which areas of Jonesboro were represented at the meeting. There was fairly even representation with most participants coming from the residential neighborhood to the west of downtown. Others came from the northern part of the city, and a few came from neighborhoods east of downtown. These places are represented in a map on the following page.

Where Are You From Map

City of Jonesboro: Community Input





Engagement Activities Cont.

City of Jonesboro: Community Input

Favorite Places

In addition to where they lived, Open House participants were asked to identify on a map some of their favorite places in Jonesboro. Many responses were clustered around the historic downtown area of Jonesboro along Main Street, where people appreciated the library, firehouse, and Arts Clayton, and in the historic single family residential areas to the west of downtown. Stately Oaks, the Warren House, and the Blalock House are all identified as favorite places and historic assets to the city.

These responses are consistent with the high value that residents place on Jonesboro's history and character, as well as the development potential that downtown holds. Many have identified the city's stable finances and older established housing as an asset as well.



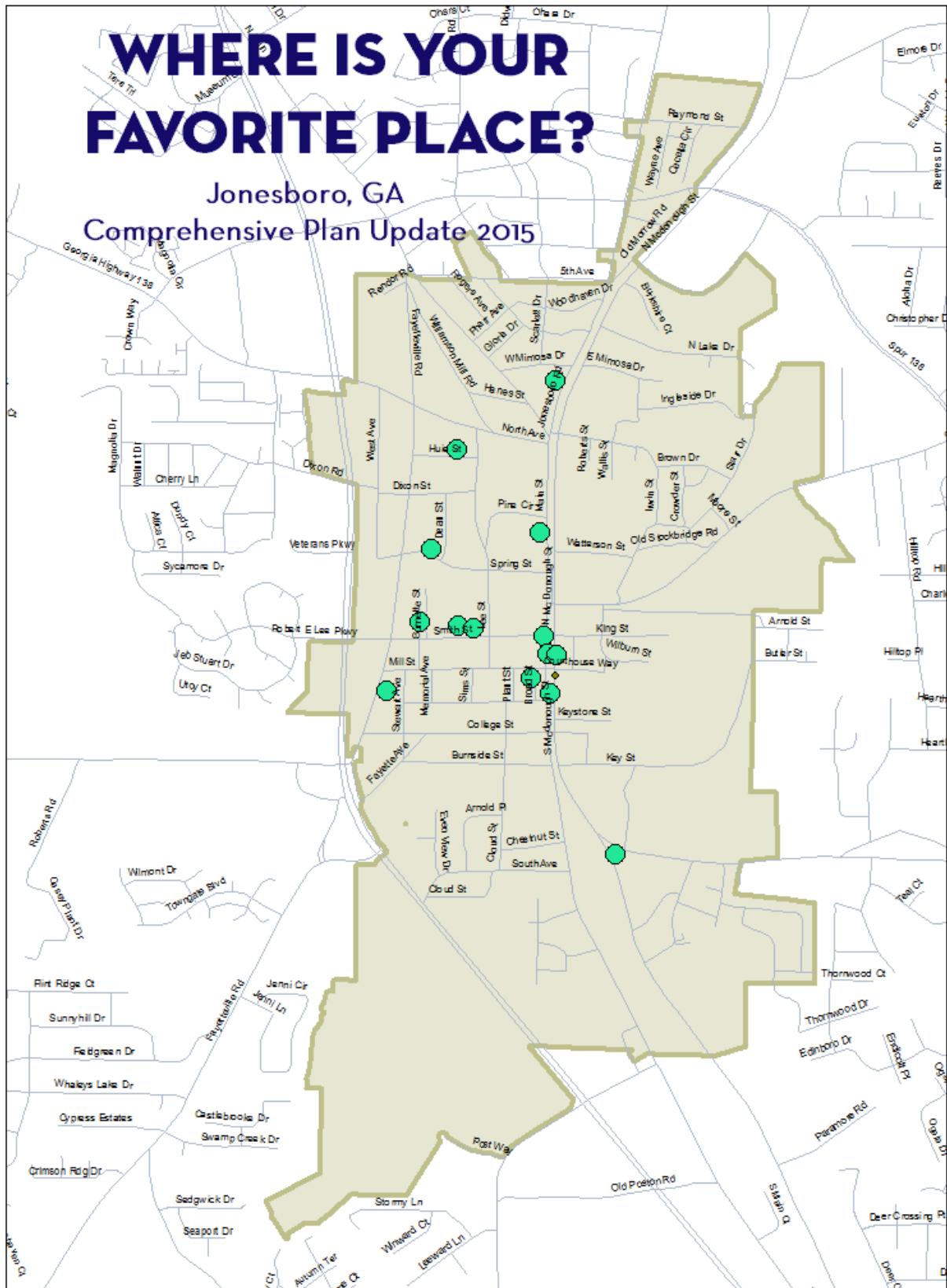
Areas needing Improvement

When asked to identify places in Jonesboro that need improvement or will present challenges for the future, many of the same places were highlighted on the map. Those who placed stickers on the downtown area of the map emphasized the challenge of attracting and retaining new business, keeping traffic manageable as the downtown area grows, and the challenge of balancing expanding churches and the need to strengthen the tax base in areas downtown. Others highlighted downtown to express a desire for more restaurants, shopping, and events in the historic area. Other issues that came up on the challenges map are a desire for walkability, the need to improve and maintain infrastructure, and difficulty with east/west connection across the railroad tracks downtown.

The high concentration of dots in the downtown area reflects citizens' concerns about economic development and business expansion downtown. Many of the same themes from the map were evident in discussion about the challenges that Jonesboro will face in the future.

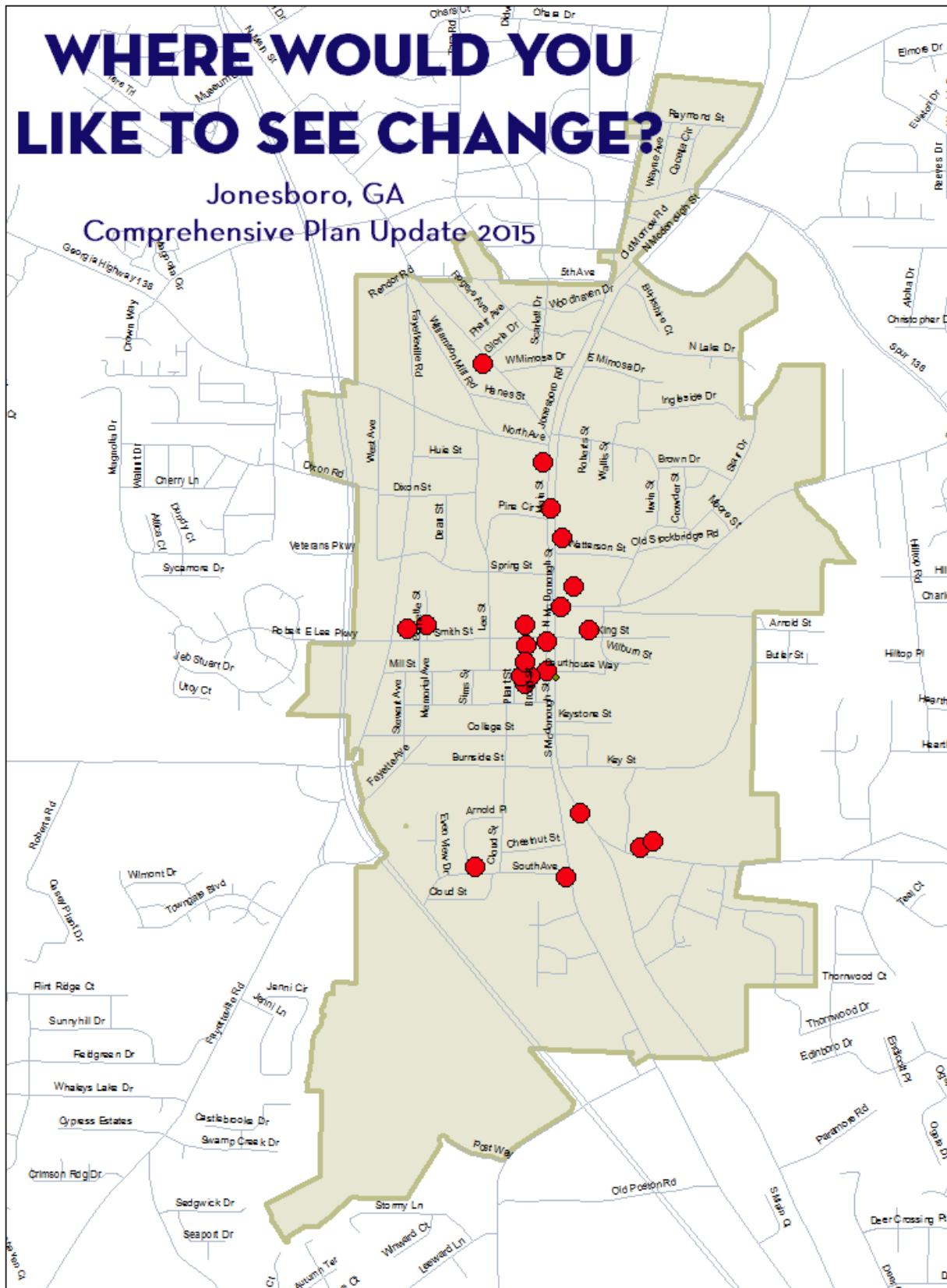
► Favorite Places

City of Jonesboro: Community Input



Improvement Areas Map

City of Jonesboro: Community Input



➤ Engagement Activities Cont.

City of Jonesboro: Community Input

Postcards from the Future

The postcards from the future activity asked respondents to imagine that they are writing a postcard to a friend or family member from the future, and then to describe what they like about the “Jonesboro of the future”. The exercise is intended to elicit a thoughtful and creative response that provides a vision for what residents see as the future of their town. Responses illustrated a lively but quaint downtown that offered a variety of businesses for shopping and dining, while maintaining the small town feel that Jonesboro citizens require. People wrote about the events, restaurants, greenspace, transit, attractions, shopping and play that they see as a part of Jonesboro’s future and a place they call home.

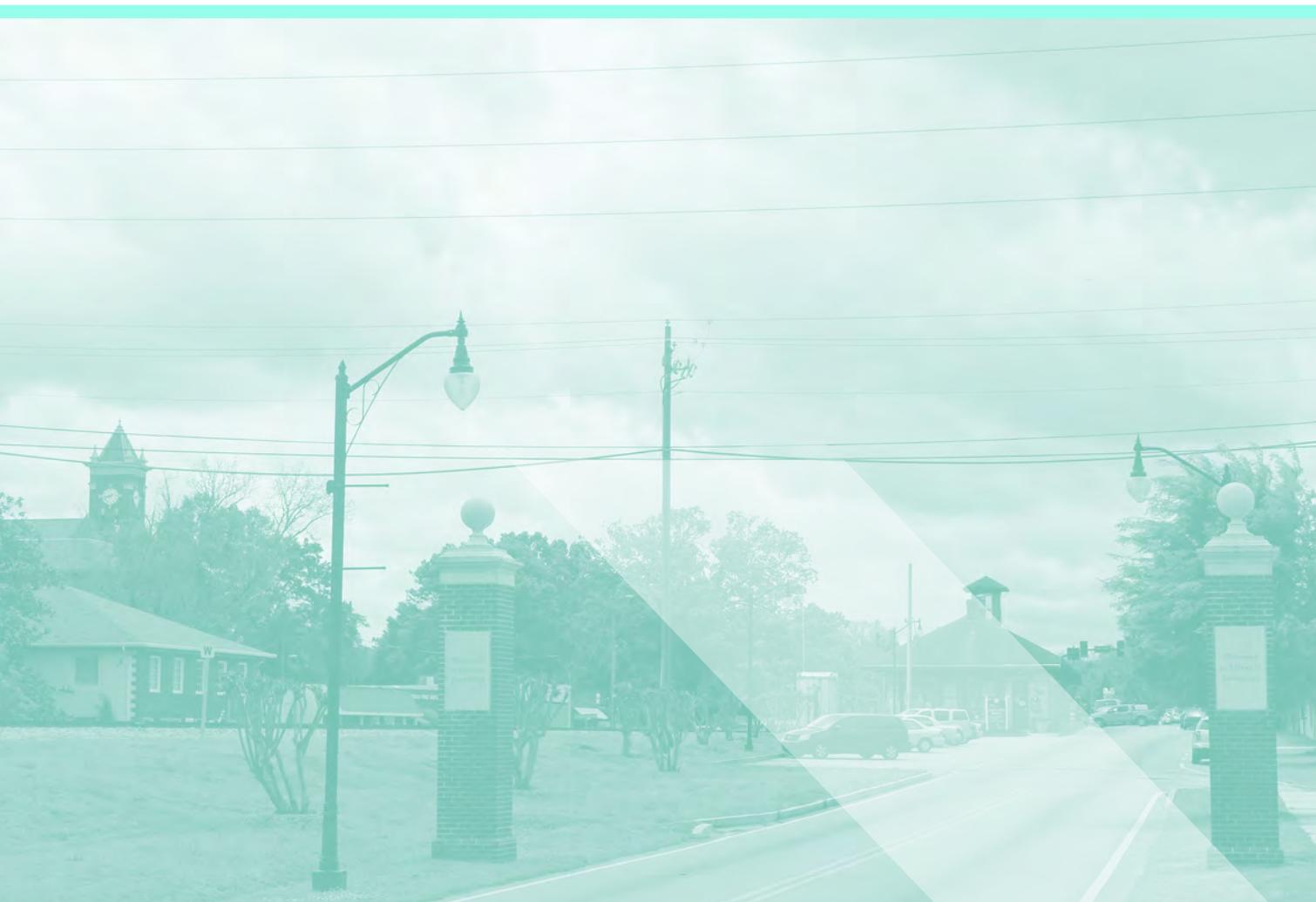


Engagement Activities Cont.

City of Jonesboro: Community Input



Attachment: Comp Plan - Final w edits (11921 : Comprehensive Plan Update Kickoff Hearing)



JONESBORO'S FUTURE ASSETS AND CHALLENGES

ASSETS



These assets of the City of Jonesboro are items to be accentuated and improved on over time, to ensure the continued long-term success of the city.

Assets

City of Jonesboro: Assets and Challenges

Location

Tara Boulevard and State Route 54 connect the city to the region. Not only do these routes connect the city to the region, but they are major regional transportation corridors as well. These transportation connections provide residents and businesses within the city easy access to the Atlanta region and the world.

Jonesboro is fortunate to be within 20 minutes of Hartsfield Jackson Atlanta International Airport (HJAIA). HJAIA provides Jonesboro residents and employers access to over 230 destinations and 80 percent of the United States is within a 2 hour flight.

Historic Character

The City of Jonesboro has over 20 historic sites located within its city limits and contains a National Register Historic District for their downtown area. This historic character and ties to *Gone With the Wind* drive tourism to the city. Stately Oaks is an 1839 Greek Revival planter's home that has been preserved as an historic home. The plantation grounds include the main house, Juddy's Country Store, a one-room school house, cook house, and a tenant home.

Also as a part of the Historic Character is Arts Clayton which provides both educational opportunities and a Gallery within Downtown Jonesboro. The Arts Clayton Gallery, with its prominent 4-panel street mural, exhibits both professional and emerging artists. The 12 month schedule includes 30 themed and featured exhibits, including two juried competitions and the 13th Congressional District high school student art competition.

Development Potential

As the city is mostly built out, new development will primarily be redevelopment of existing properties. There is an opportunity for redevelopment with the downtown area and to the north of downtown.

The city is investing in making these areas attractive for reinvestment and should continue to follow their local plans.

County Seat

As the county seat, the City of Jonesboro has a large workforce tied to Clayton County. This workforce as well as visitors to the government center provides a large downtown daytime population. *as business services and restaurant and entertainment within the downtown area that is currently not present.*

CHALLENGES



These challenges of the City of Jonesboro are items to be addressed and monitored over time, to ensure the continued long term success of the city.

Challenges

City of Jonesboro: Assets and Challenges

These assets of the City of Jonesboro are items to be accentuated and improved on over time, to ensure the continued long term success of the city.

as business services and restaurant and entertainment within the downtown area that is currently not **Economic Development**

The top issue identified by residents and the stakeholders is the need for economic development that is appropriate for City of Jonesboro. The residents and stakeholders are seeking small business and expanded restaurant options. The downtown area is a key focus area in the development.

There is still a continued need to attract new restaurants and entertainment options into City of Jonesboro. Jonesboro is competing against smaller cities within the Atlanta region therefore the continued investment into economic development is needed.

Focusing on economic development will improve the downtown area, and expand the tax base which will assist in achieving all the goals of the city.



COMMUNITY GOALS



Community Goals Overview

City of Jonesboro: Assets and Challenges

Community Goals:

As the City of Jonesboro moves forward in implementing the Comprehensive Plan, these goals should serve as a administrative guide and should be continually monitored to ensure that future planning aligns with the goals and vision of the community.

Reaching the Goals: Community Work Program

The Community Work Program, or Short Term Work Program, lists all proposed projects along with timelines, parties responsible for implementation, and cost estimates. The matrix is intended to serve as a blueprint for achieving the community's vision for the future and should be updated every five years. The Community Work Program can be found in the appendix.

Goals

City of Jonesboro: Assets and Challenges

The City of Jonesboro is a diverse and forward-looking community, actively engaged in shaping its future. The people of Jonesboro are working to capitalize on the city's qualities and values to make it a successful community.

In 2035, the City of Jonesboro will have:

1. A Reenergized, Bustling Main Street District

Main Street, while not the main employment hub for the city, will become the primary destination for residents and visitors.

2. Remarkable Places throughout the City

The city will work with property owners to refresh and redevelop aging retail and office properties to make the city an attractive destination. Tara Boulevard will become an attractive gateway into the city.

3. A Strong Economy as the County Seat of Clayton County

The City of Jonesboro will capitalize on its regional location within the Atlanta Aerotropolis area, and as a local tourism destination.

4. A Connected City with High-Quality Amenities

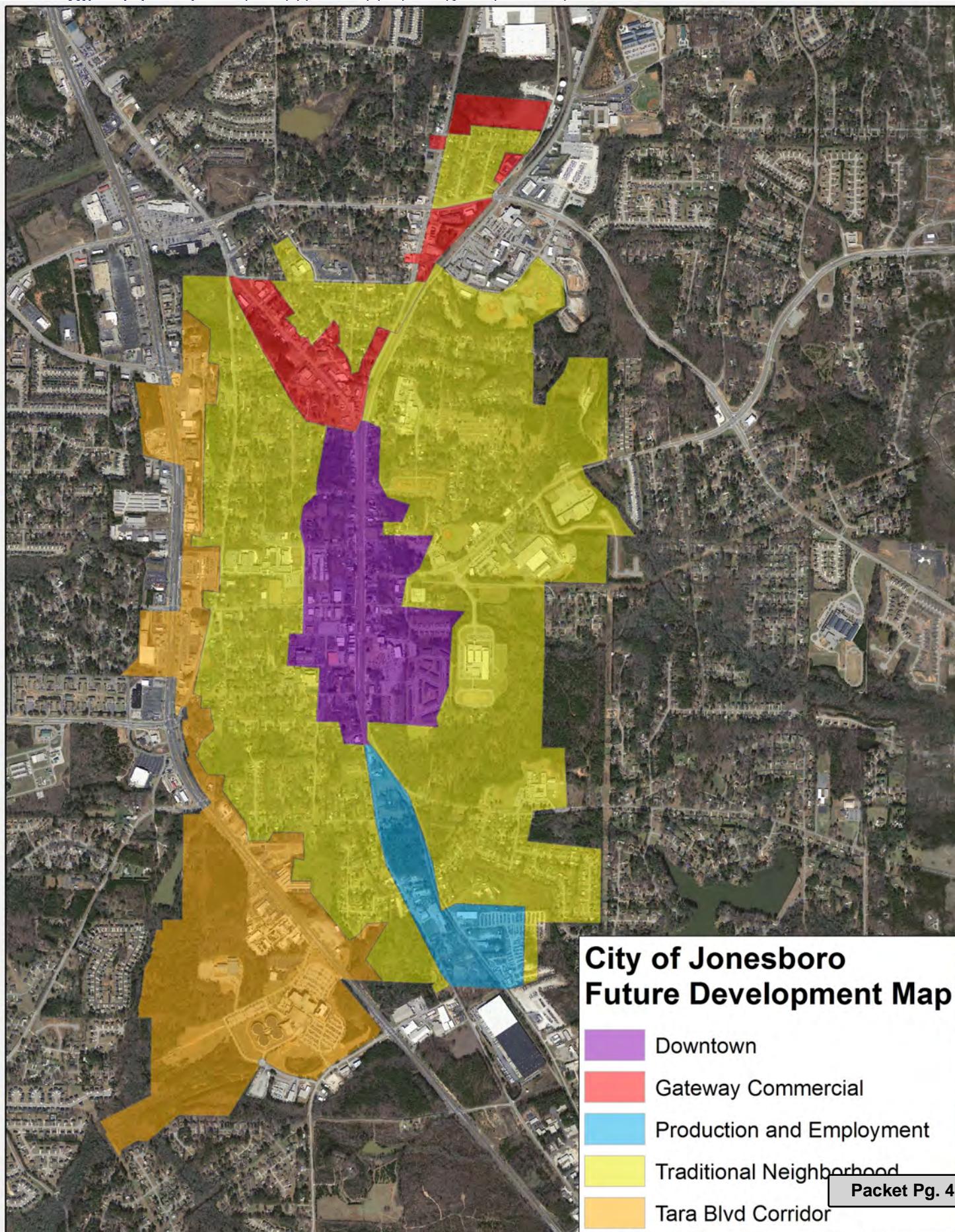
Jonesboro will link its neighborhoods and connect to the region via high-quality transportation options that distinguish it as the hub of Clayton County.





FUTURE LAND USE & DEVELOPMENT

Future Development Map



Attachment: Comp Plan - Final w edits (1921 : Comprehensive Plan Update Kickoff Hearing)

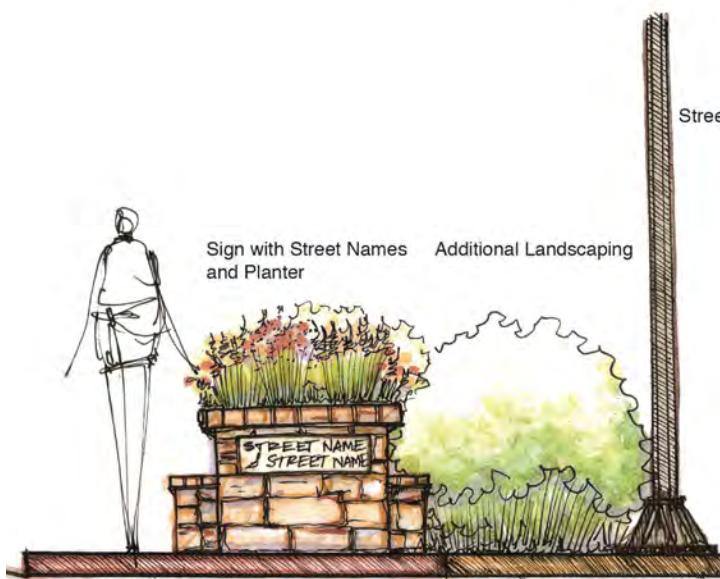
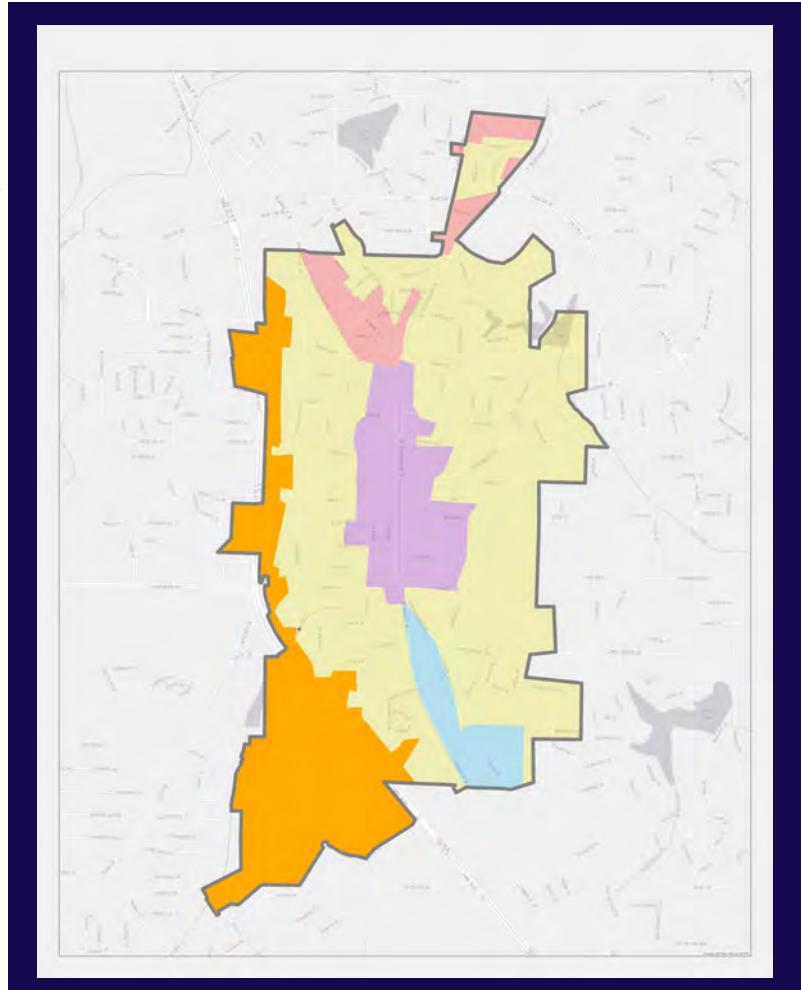
Tara Boulevard Corridor

City of Jonesboro: Land Use and Future Development

The Tara Boulevard Corridor is the main commercial corridor within Clayton County. It contains many commercial as well as government uses. While this corridor is only partially within Jonesboro, many people associate it with the city and they view it as the main commercial thoroughfare within the city.

Uses:

- Commercial=Retail
- Office
- Government
- Industrial



Implementation Measures:

- All development should be well-connected by access roads, interparcel connections, and shared drives.
- Complete and integrate pedestrian improvements and crosswalks throughout the corridor
- Promote high standards of architecture, landscaping, and sign controls to improve corridor appearance and maintain traffic speeds and capacity through access management and inter-parcel access.
- Disallow additional curb cuts onto Tara Boulevard

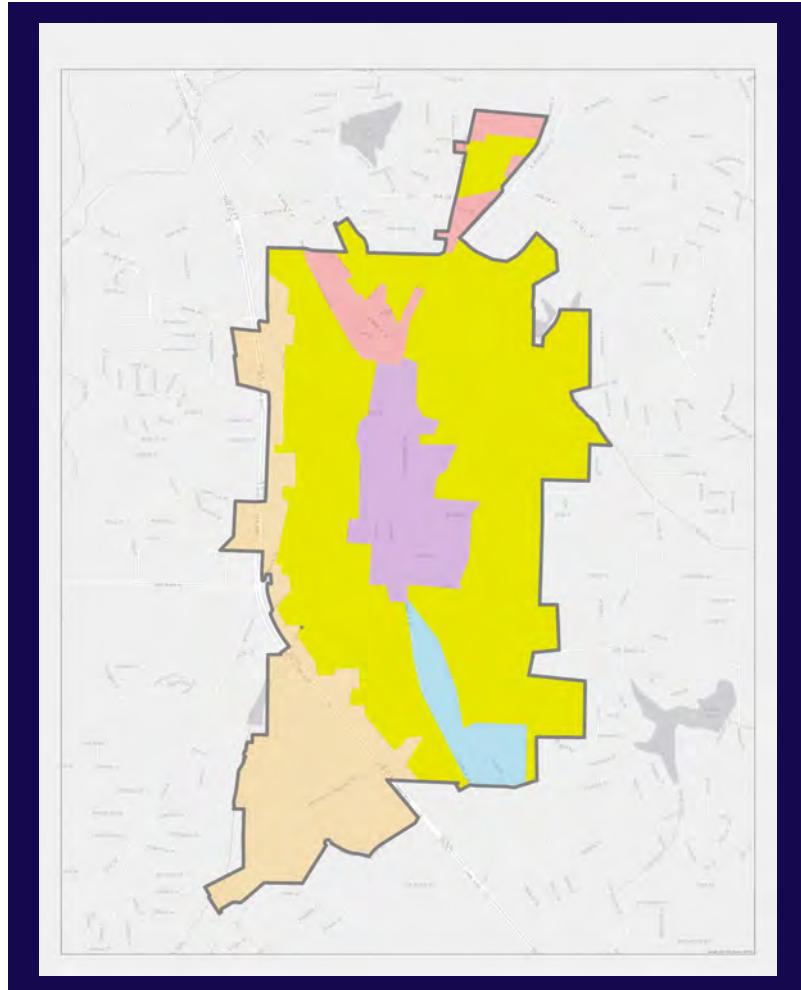
Traditional Neighborhoods

City of Jonesboro: Land Use and Future Development

Traditional Neighborhoods are a mixture of historic residences, some residential homes and subdivisions developed since 1960 and churches. This area is expected to maintain its character however private reinvestment may take place.

Uses:

Single Family Residential
Townhomes
Institutional



Implementation Measures:

- Promote new developments that emulate the positive aspects of historic Jonesboro.
- Traditional neighborhood developments (TND) that employ traditional architecture and traditional design principles.
- There should be good vehicular and pedestrian/bike connections to retail/commercial services as well as internal street connectivity, connectivity to adjacent properties/subdivisions, and multiple site access points

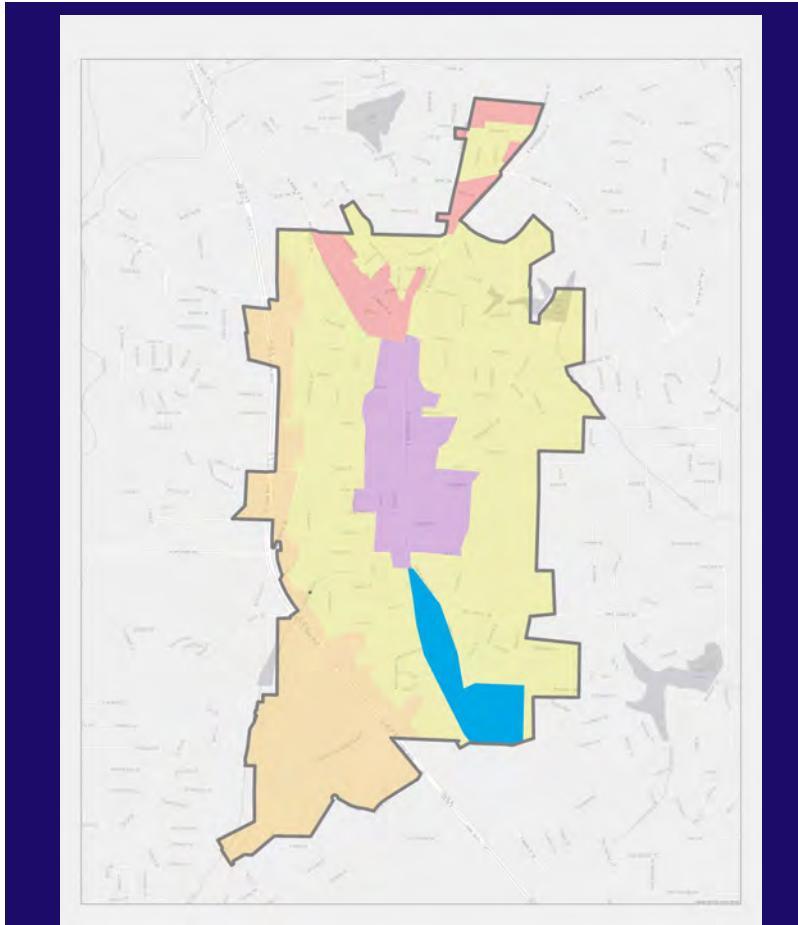
Production and Employment

City of Jonesboro: Land Use and Future Development

Production and Employment consist of industrial and small office development along South Main and Turner Roads. There are some single family houses within the area but this area should maintain its industrial and employment characteristics.

Uses:

- Industrial
- Office
- Institutional



Implementation Measures:

- Provide adequate infrastructure capacity and maintain designated truck routes to Tara Boulevard that are safe and maneuverable for heavy vehicles and minimize noise, vibration, and intrusion of trucks in residential areas. And the Historic District.
- Provide adequate room for expansion and the development of ancillary business and employee services.
- Encourage attractive, landscaped entrances and grounds.
- Protect environmentally sensitive areas and buffer surrounding neighborhoods.
- Screen truck docks and waste handling areas from public view.

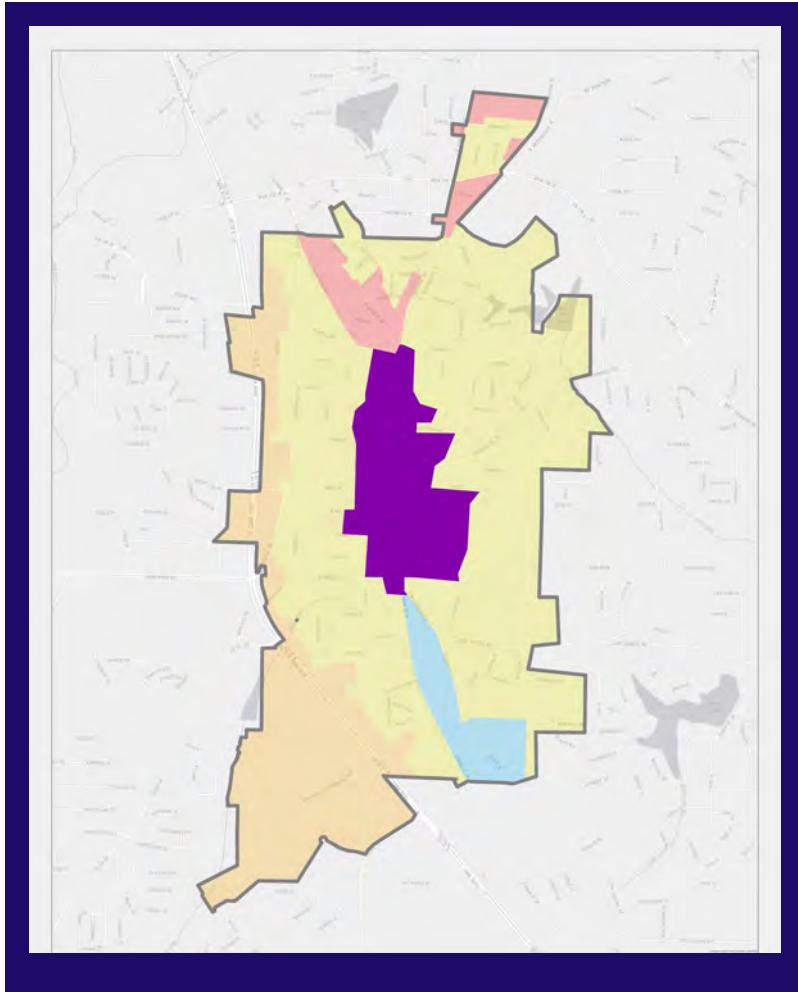
Downtown

City of Jonesboro: Land Use and Future Development

This is the core commercial and office development center of Jonesboro and the area also includes residential to office conversions. This is the area that the city would like to see reinvestment and development and there is potential for Transit Oriented Development within the Downtown with the expansion of MARTA. The Jonesboro LCI Study should be used as guidance within this area.

Uses:

Office
Residential
Retail
Institutional



Implementation Measures:

- The Downtown should include a mixture of retail, office, services, and employment
- Design should be pedestrian oriented, with strong, walkable connections between different uses.
- Enhance the pedestrian-friendly environment by adding sidewalks and creating other pedestrian-friendly trail/bike routes linking to neighboring communities and major destinations, such as libraries, neighborhood centers, health facilities, parks, and schools.

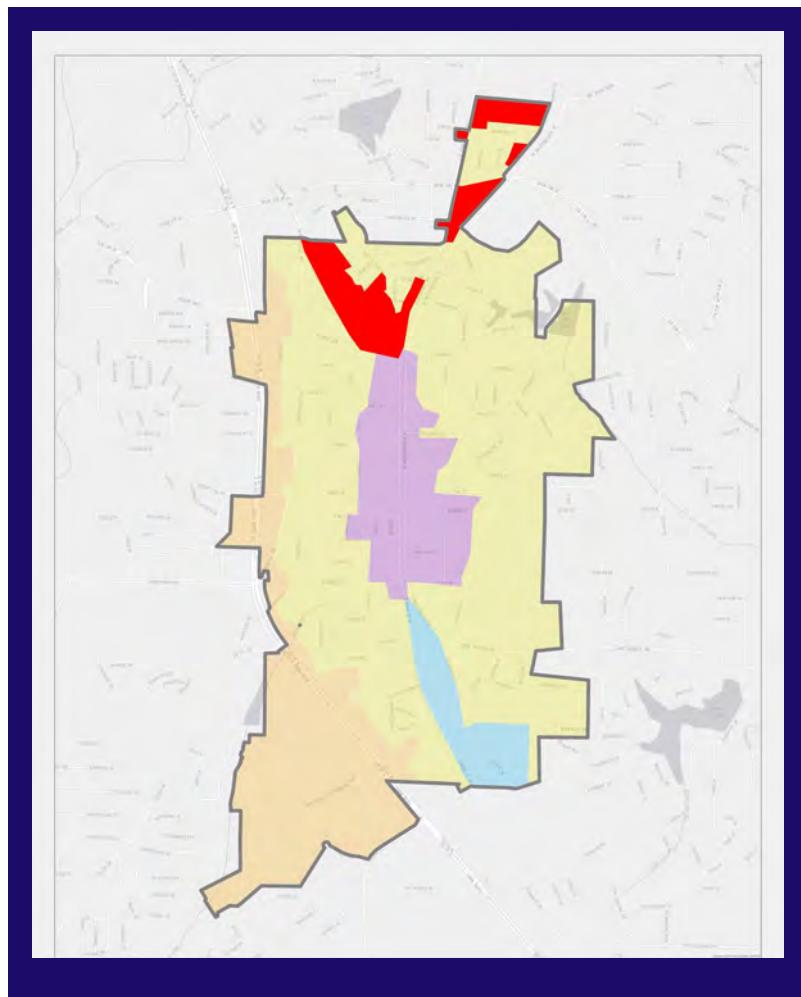
Gateway Commercial

City of Jonesboro: Land Use and Future Development

This is the North Main and Georgia 54 corridors located North of Downtown. This area is the main gateway into the city from the north and is visitor's first impressions of the city. This is also an area targeted for redevelopment and reinvestment.

Uses:

Office
Commercial
Industrial



Implementation Measures:

- Design should be pedestrian oriented, with strong, walkable connections between different uses.
- Enhance the pedestrian-friendly environment by adding sidewalks and creating other pedestrian-friendly trail/bike routes linking to neighboring communities and major destinations, such as libraries, neighborhood centers, health facilities, parks, and schools.
- Screen truck docks and waste handling areas from public view.
- Protect environmentally sensitive areas and buffer surrounding neighborhoods.





SHORT TERM WORK PROGRAM

Community Work Program for 2016-2020

Project	2016	2017	2018	2019	2020	Responsibility	Funding and Cost
Examine Opportunities for annexations	X	X	X	X		City Staff	Staff Time
Work with MARTA on Station locations within the City	X	X	X			City Staff	Staff Time
Become into Compliance with the LCI program	X					City Staff	Staff Time
Update the LCI plan	X	X				City Staff	\$100000 from ARC with local match
Conduct a code audit to compare plans with codes	X					City Staff	Staff Time
Develop an economic development package for new and existing businesses	X	X				City Staff	Staff Time
Develop an economic development website		X				City Staff	Staff Time
Apply for GDOT Roadside Enhancement Funds for the State Routes within the city			X			City Staff	Staff Time

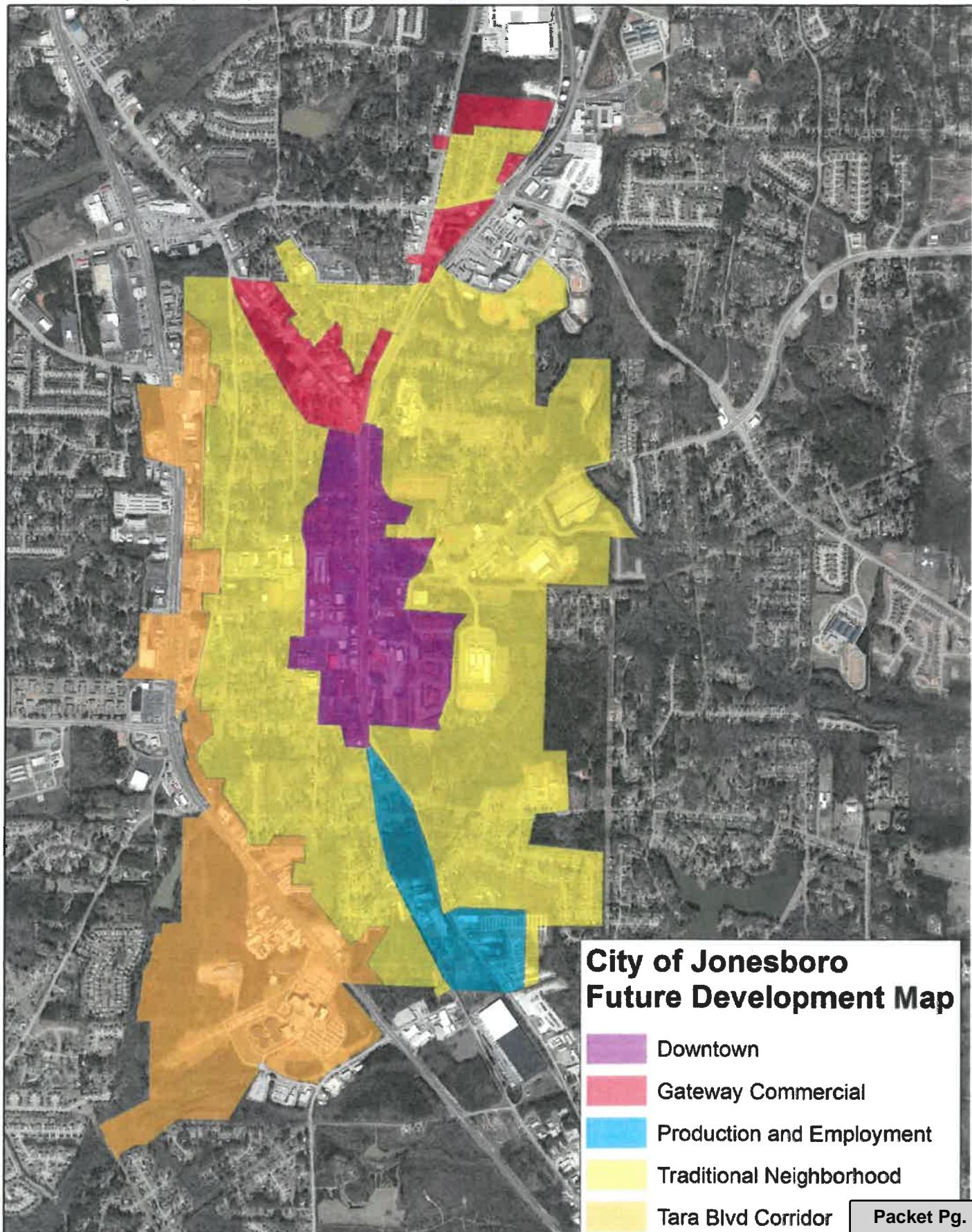
6.1.b

Attachment: Comp Plan - Final w edits (1921 : Comprehensive Plan Update Kickoff Hearing)

Report of Accomplishments for the 2005-2010 Work Program

	Project	Status	Notes
1	Develop and implement a plan for recruiting more volunteers for Historic Jonesboro Clayton County, Inc.	Complete	Since 2005, there have been appointments ratified to the Historic Jonesboro Committee. At current, Historic Jonesboro is under new management, I Bruce as President. Since elected as President, Mrs. Bruce has been an integral part of pushing this organization forward with fresh ideas and involving community. Recently, Historic Jonesboro reopened the First Historic County Jail in Clayton County as a museum and also hosted several community functions.
2	Develop signage, landmarks, crosswalk for walking tour of Downtown Jonesboro.	In Progress	As the City continues to explore rebranding opportunities, we have completed some phases of signage but look for more to come in the near future. With the approved 2015 SPLOST, funding was allocated for signage.
3	Update the city's zoning ordinance to encourage diverse, attractive and neighborhood scaled commercial development in Jonesboro.	In Progress	Over the years, there have been substantial updates to the City's zoning code. We are currently in the process of a zoning audit to provide for additional updates as an effort to attract additional development.
4	Develop a market strategy to attract businesses to locate in downtown Jonesboro.	In Progress	The City has begun conversations relative to a marketing strategy with Clayton County's Economic Development Department & the ARC. The first part of our marketing strategy is reaching out to at least 5 to 10 businesses per month to conduct a BRE (Business Retention & Expansion Visit). The meetings assist us in understanding what Jonesboro and Clayton County can provide to a business in terms of resources and managing their issues. Resources can range from capital, permitting, workforce development, police, available land/space, etc.
5	Continuously Survey the housing stock and identify unstable areas and deteriorating houses.	Ongoing	Each budget cycle, our Code Enforcement Officer appropriates funding for the demolition of at least two dilapidated structures. In addition, we join forces with other community organizations to assist local residents on minor cosmetic housing issues.
6	Revise the Jonesboro zoning ordinance to allow for diverse types of housing units.	Ongoing	See above, #5
7	Work with Clayton County to improve, renovate and replace the storm drainage system as needed citywide.	Ongoing	To address our storm drainage system issues, we attend the CCWA meetings, quarterly to review recommended enhancements. We are privileged to have forged a great working relationship with the Water Authority and by virtue of this relationship we have been able to perform upgrades on our drainage systems, as needed.
8	Coordinate suggested water and sewer system improvements with the Clayton County Water Authority and have suggested improvement included in the Water Authority 10 Year Master Plan.	Ongoing	CCWA has worked with the City to install new sewer lines to alleviate flooding in the system. South Avenue, Lee Street, North Avenue are just a few streets that have had sewer lines replaced. In addition, the City has completed projects that provide curbing, gutters and new catch basins on Fayetteville Road, Lee Street & North Avenue.
9	Develop and implement traffic management techniques at trouble streets and intersections in Jonesboro.	Ongoing	Our Chief of Police, in cooperation with our Mayor & Council, aggressively addresses problematic areas within Jonesboro. Each year, GDOT reviews streets and provides comments relative to necessary changes.
10	Increase the number of volunteer firefighters to fifty (50).	Remove from STWP	Fire Services handled by Clayton County
11	Evaluate the possibility of paid fire truck driver(s) during the daytime operation hours.	Remove from STWP	Fire Services handled by Clayton County
12	Investigate procedures for the Insurance Service Office (ISO) to lower the fire insurance rating with the City. (Currently a Class 6).	Completed	The ISO rating was lowered when we transitioned to the County for Fire Emergency Services. This in fact, lowered our ISO rating from a 6 to a 3.
13	Design and construct an addition to the Police Station to create a City municipal complex.	In Progress	Within the 2015 SPLOST, \$2M was appropriated for a Municipal Complex. At current, the City is seeking land suitable for such a complex.
14	Improve Public Works Buildings and Grounds, Landscaping	Complete	In 2012, an 60X90 storage building was added to the Public Works Department to allow for additional space at our Public Works Department. This facility houses central heating & air which allows for the storage of temperature sensitive items. New landscaping has been added near the street.
15	Main Street/McDonough Street Streetscape Improvements	Ongoing	Phase I of the Streetscape is complete. Streetscape II will be complete in February 2016.
16	Construct Massengale Park Toddler Playground	Complete	The Toddler Playground at Massengale Park was completed around 2005. This park was funded with grant money.
17	Construct stage on Courthouse Green	Plan Diverted	In lieu of constructing a stage on the Courthouse Green, the City approved a contract for the reclamation of Lee Street Park to include an amphitheater, small stage area, pavilion space & market area. Estimated Completion Date: Jan 2016
18	Construct Downtown Parking Deck	On Hold	Prior to constructing a Downtown Parking Deck, the City intends to obtain a Downtown Study to ascertain the best placement of a Parking Deck. We intend to begin a Downtown Study early in 2016.
19	Develop Pocket Park on Southwest Side of Jonesboro with Playground Equipment	Plan Diverted	The City is anticipating acquiring additional land to place Municipal Complex & Park in this quadrant.
20	Construct Broad Street Plaza/Park	On Hold	Funds have been allocated in the 2015-2020 SPLOST for the constructing of Green Space on Broad Street
21	Smith Street Streetscape Improvements	Plan Diverted	We anticipate the Smith Street improvements to be our Phase III Streetscape Project. Once we complete Phase II in the early months of 2016, we anticipate the beginning necessary prep work for Phase III.
22	Improve Streetscapes on North Main Street	In Progress	We are currently under contract for Streetscape Phase II. The contract was let in 2015. This project includes 0.68 miles of streetscape improvements on Main Street and 0.61 miles of streetscape improvements on McDonough Street. Est. Completion Feb' 16
23	Improve the Battleground Park to include Open Field, Nature Walk, Nature Preserve	In Progress	Within our 2015 SPLOST, we appropriated funding for park enhancements. We hope to be complete with this project by 2020. This addition would serve as a great resource for Jonesboro Middle School.
24	Develop new Arts Clayton Arts Center	Complete	Arts Clayton is now housed in a building in Downtown Jonesboro.
25	Develop new Jonesboro Library and Community Room	On Hold	Library is under the auspices of the County Commission & State of Georgia. We developed a Community Room in our Firehouse Museum.
26	Update the zoning ordinance and regulations to protect the health, safety, and welfare of residents in Jonesboro.	Ongoing	See above, #5
27	Annex adjacent land along Tara Boulevard and/or Highway 3 and/or Highway 54.	Ongoing	Within recent months, the City has become aggressive with the annexation of additional parcels on Tara Boulevard. We have submitted letters of interest to several properties throughout the Tara Boulevard Corridor.
28	Develop gateway entrances into Jonesboro that are distinct and aesthetically pleasing.	Ongoing	Money has been appropriated through 2015-2020 SPLOST for additional gateway signage.
29	Provide safe pedestrian access across Tara Boulevard.	Ongoing	The intersection at North Avenue & Tara Blvd has been improved. Intersection at Smith Street and Tara Blvd has been widened and improved. We also added crosswalks to assist with pedestrian safety concerns. In addition, we also constructed a sidewalk from Fayetteville Road to Tara Blvd.
30	Develop an annexation plan to support possible expansions of city revenue base.	Ongoing	See above, #29

Future Development Map





CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

- 1

12.1

COUNCIL MEETING DATE

July 12, 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 II 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	(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.) Earlier in the year, Mayor & City Council approved Phase I of the Guaranteed Fix Price Contract for the City Center. Since that time, Staff has worked with our architect, general contractor & project manager to finalize all details relative to Phase II of the project. Attached is the revised project budget based on the Hogan's final contract price for the 100% Construction Drawings. As you can see the total project budget has gone up approximately 25% from the budget at the time of the financing. The bulk of this is a result of the increase in the construction contract price and there is second page that provides you with a detailed breakdown of the those increases. The total construction costs have increased by \$3,291,010. The breakdown of those increase are as follows: <ol style="list-style-type: none"> 1. Increases due to increase in the scope of work (i.e. the addition of the road extension, the addition of the clock tower, additional steel required, additional HVAC, additional glass, as well as additional specifications and detail not included in the 50% plans, such as GFRC instead of stucco, increased detail in the terrazzo design, increased detail in cornice and soffit work, etc.): \$2,161,280.00 or approximately 19% increase in costs. 2. Increases due to increased cost of materials (during the past six to nine months we have seen an increase in price of construction materials averaging between 13% -15% nationwide): \$1,078,508.00 or approximately 9% of the increased in costs. Finally, some line items in the construction costs have risen based on both increased scope and increases in prices. For example: if more steel is required and steel costs more, then the increase is attributed to both scope and price. Within the budget some items are tied to the construction costs or total budget (such as the Owner's Contingency and Project Management Fees) so an increase in the construction costs results in an increase in those items as well. In addition, staff has also been notified that we are the recipient of a CDBG grant for portions of this project.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date July, 12, 2021	
Signature	City Clerk's Office	

From Prior Meeting:

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

(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.)

- Guranteed Fixed Price Consutruction 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
- Guranteed Fixed Price Consutruction Contract (Amended Phase II Draft markup)

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

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 Contract. 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) (1937 : 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.

12.1.b



Attachment: Exterior

Packet Pg. 86

12.1.c



Attachment: Jonesboro City

Packet Pg. 87

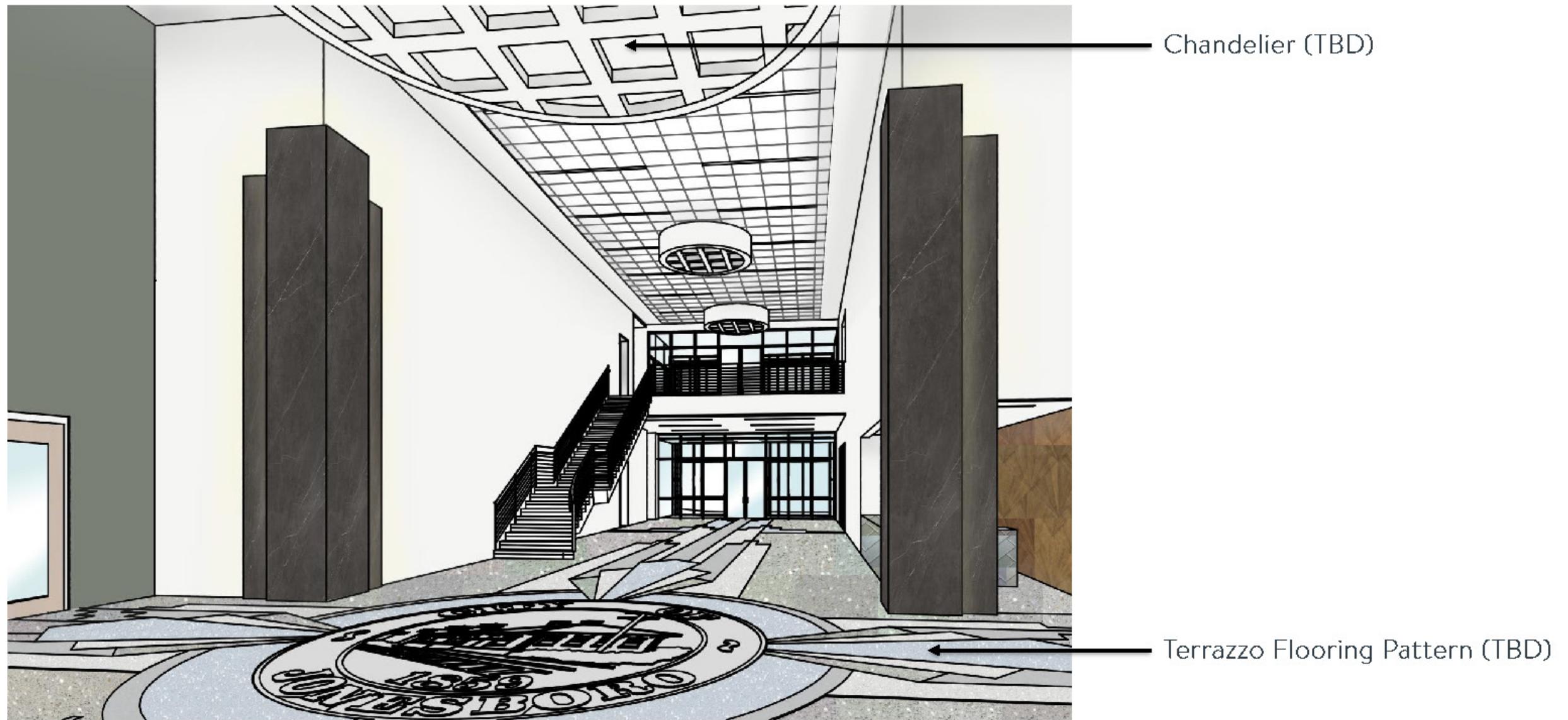
12.1.d



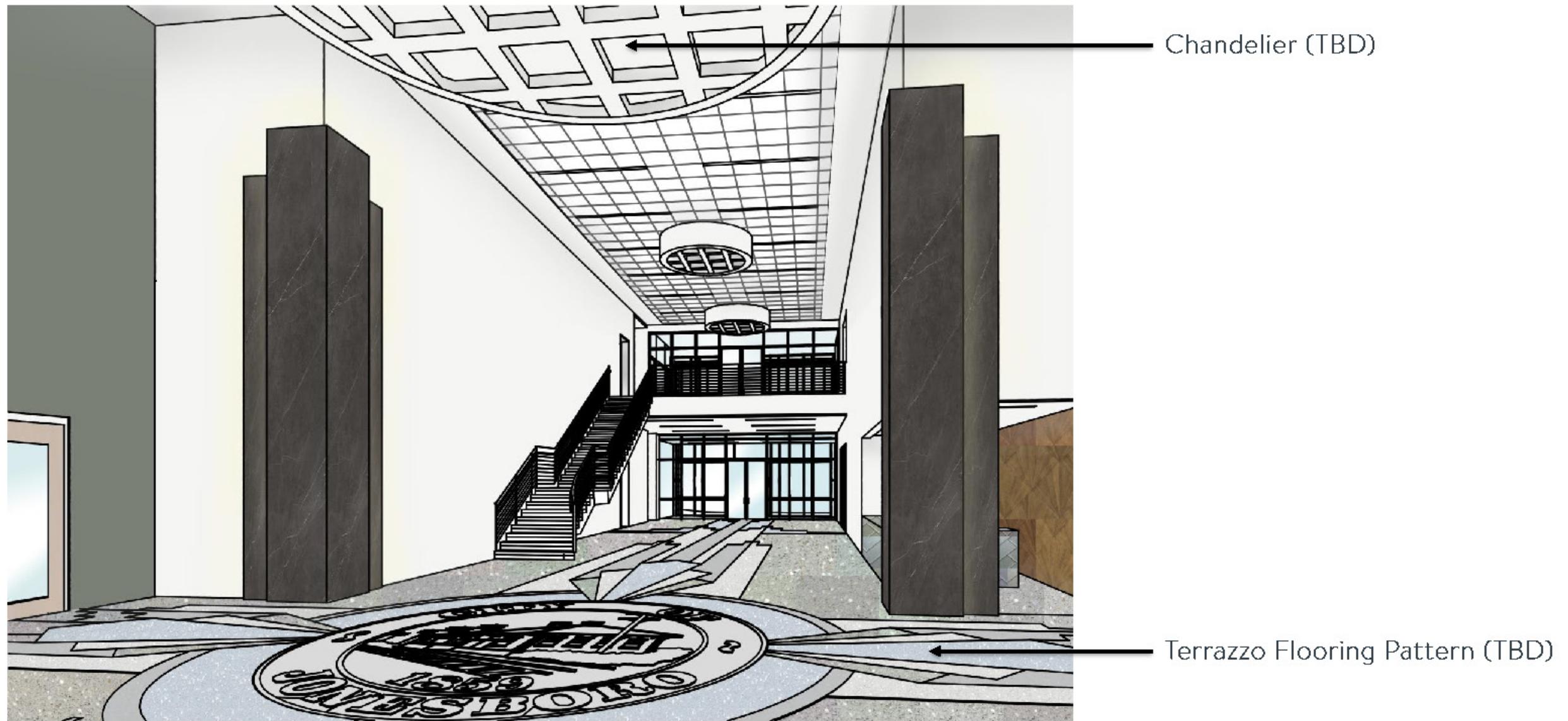
Attachment: Jonesboro City

Packet Pg. 88

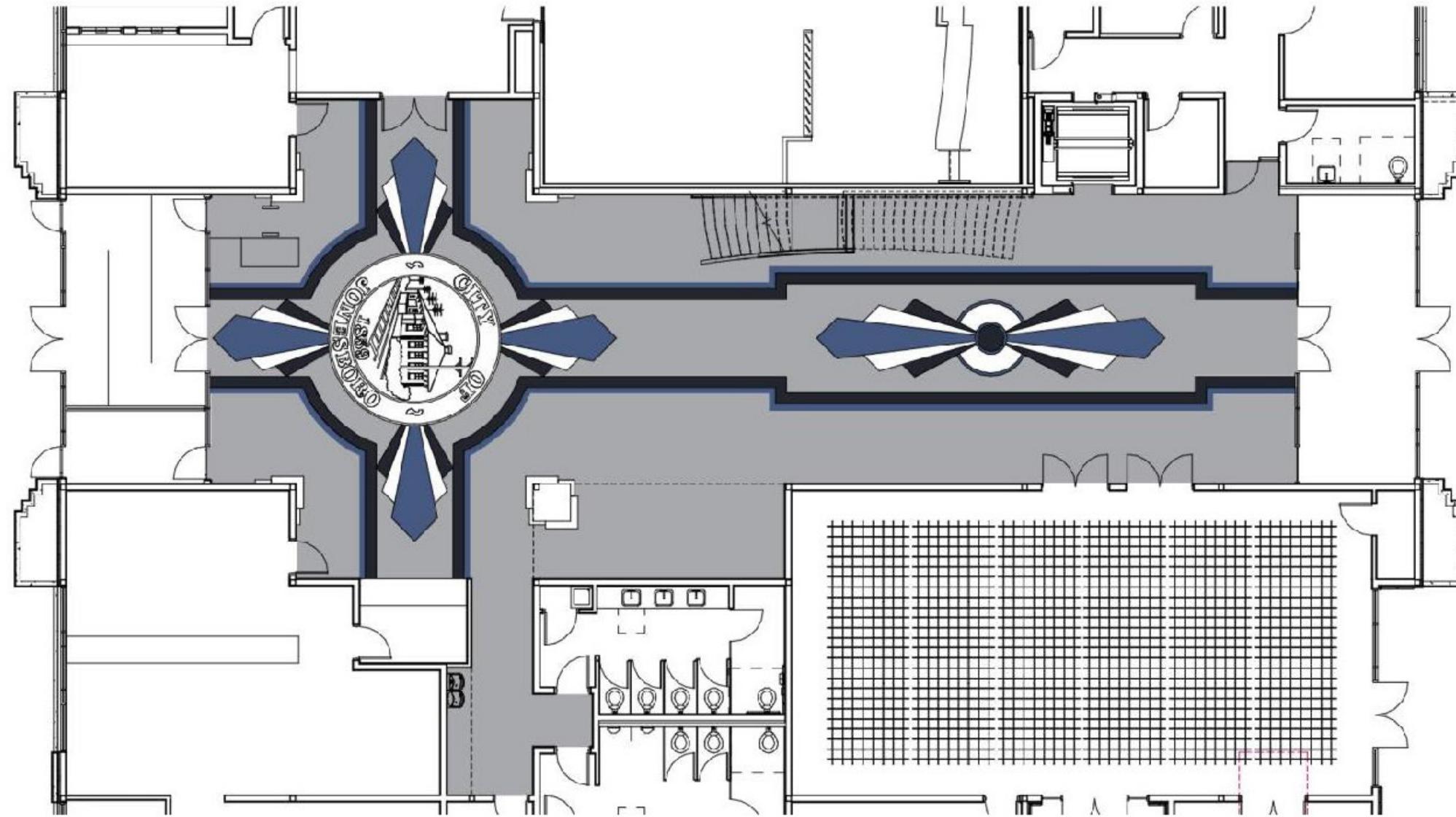
> Atrium



> Atrium

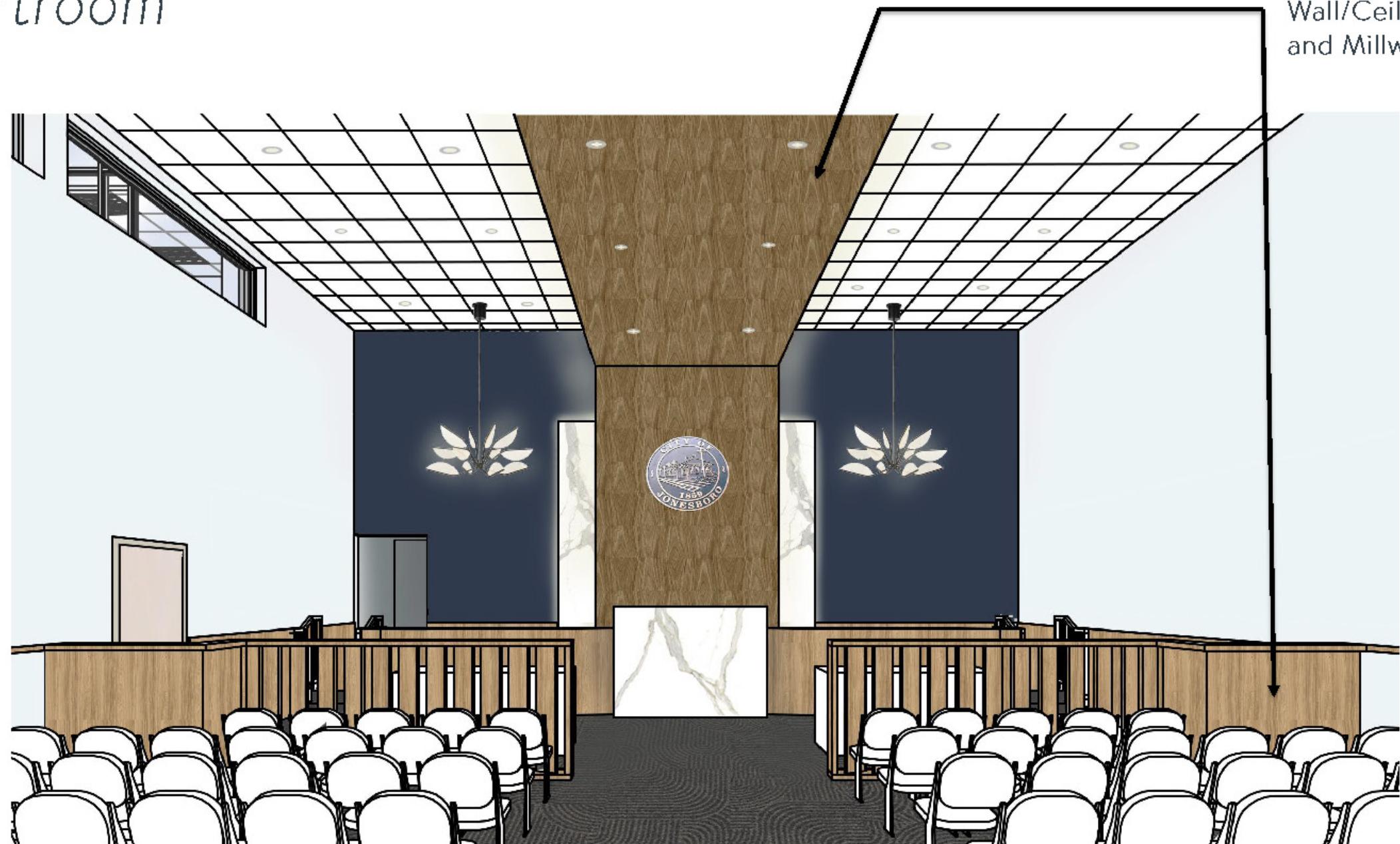


> Atrium Floor Pattern



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

> Courtroom



Wall/Ceiling Feature Material
and Millwork (TBD)

AMENDED GUARANTEED FIXED PRICE CONSTRUCTION
CONTRACT BETWEEN OWNER AND CONTRACTOR

WHEREAS, 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") entered into a **GUARANTEED FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR** on or about the 18th day of March 2021; and,

WHEREAS, said contract provided for Phase I of that project identified herein as the Jonesboro City Center Project; and,

WHEREAS, the parties now wish to amend said Contract by striking such in its entirety and providing in lieu thereof the following Contract for the full construction of all phases of the Project. This Amended Contract is executed under seal and shall be effective on the date executed by the last party to execute it.

This Amended 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) **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.

- (I) **Specifications:** A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- (J) **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.
- (K) **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.
- (L) **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.
- (M) **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 Notice to Proceed.
- (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,

(\$ _____ .00) as full and complete payment for the Contractor's timely performance of its obligations hereunder. The price set forth in this Subparagraph 8(A) shall constitute the 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

no/100 Dollars

(\$ _____ .00) which may be expended by the Contractor with notice to the Owner for those items as set forth in Paragraph 14(C) below. The Contractor shall

however, 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
<u>Paul Hogan</u>	<i>President</i>
<u>George Clackum</u>	<i>Vice President of Operations</i>
<u>Adam Waites</u>	<i>Senior Project Manager</i>
<u>Chris Copeland</u>	<i>Project Manager</i>
<u>Richard Thomason</u>	<i>Superintendent</i>

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 insure 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 OMISSIONS 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 Fifteen Million Dollars (\$15,000,000.00) 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

CONTRACTOR

Urban Redevelopment Agency
Jonesboro Firehouse, LLC
124 North Avenue
Jonesboro, GA 30236

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

CONTRACTOR
HOGAN CONSTRUCTION GROUP LLC
SEAL

By: _____

By: _____

DATE OF EXECUTION)

(DATE OF EXECUTION)

EXHIBIT A

Project Description

EXHIBIT B

List of Contract Documents

EXHIBIT C

Schedule of Values



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.



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

Agenda Item #

-2

12.2

COUNCIL MEETING DATE

July 12, 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 approval of Conditional Use Permit Application, 21-CU-012, for a retail cigar shop and cigar bar / lounge with alcohol service, by Robert and Kimberly Lightford, property owners and applicants, for property at 112 South Main Street (Parcel No. 13241D C005), Jonesboro, Georgia 30236.

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

City Code Section 86-102 – H-1 Zoning Purpose and Standards; Article XVII Additional Conditional Uses

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 – **Approval, with conditions of Conditional Use application;** Last year, the applicant submitted a zoning verification form for 112 South Main Street for a cigar retail store and related cigar lounge (bar), both of which require conditional use permits. The property has served as the office for Lovelace Enterprises for several years. The primary access is South Main Street, but there is also rear access to the Broad Street development. The property is zoned 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.*

With the use occurring inside the building and catering to a select user group and not the public as a whole, the use should have a minimal impact on any nearby uses. The use will integrate well with the City's goal of generating more pedestrian activity in the downtown area.

Per the applicant, the cigar bar will encompass the entire 1800 square-foot first floor of the building. The interior of the building will be modified from the current lobby, multiple office suites, and conference room into a unified grouping of seating areas and a full-service bar. (One office would be kept for the other businesses currently there, but the rest would be used for the cigar bar.) The applicant has proposed a rooftop deck for customers, by which they could look out over Main Street and Broad Street. There is also a small area in the back, next to the Broad Street plaza, which would be used for outdoor seating. The maximum occupancy load will be determined by the Fire Marshal. Exterior alterations include painting of the brick from a tan color to a white color with black mortar, replacement of the current front awning with a black awning, and new windows and doors. The hours and days of operation would be Monday thru Thursday 10:00am - 10:00 pm. Friday and Saturday 10:00 am to 1:00am.

Tobacco stores and cigar shops require a conditional use permit and must meet the requirements of Section 86-605:

Sec. 86-605. NAICS 453991 – Tobacco Stores, Cigar Shops, and Vape Shops

The following conditions are assigned in the H-1, H-2, and M-X districts:

(1) Establishments shall be limited to a maximum floor area of 2,000 square feet. **The entire building area is just below 2000 square feet.**
 (2) No outdoor display or storage of merchandise or materials shall be permitted. **So noted.**
 (3) All ATF requirements shall be met. **These requirements will have to be met prior to the issuance of a business license.**

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

July, 12, 2021

Signature

City Clerk's Office

Sec. 86-642. - NAICS 713990 Cigar Lounges, with or without alcoholic beverage service

The following conditions are assigned in the H-1, H-2, MX, and C-2 districts:

- (1) Shall derive revenue from the sale of food, alcohol or other beverages that is incidental to the sale of the tobacco products; **So noted.**
- (2) Shall prohibit entry to a person under the age of 21 years of age during the time when the establishment is open for business; **So noted.**
- (3) Shall prohibit any food or beverage not sold directly by the business to be consumed on the premises; **So noted.**
- (4) Shall maintain a valid permit for the retail sale of cigar products; **So noted.**
- (5) Shall maintain a valid permit to operate a smoking bar issued by the Georgia Department of Revenue; **So noted.**
- (6) Shall abide by the provisions in Chapter 6 of the City Code regarding the sale and consumption of alcoholic beverages; **So noted.**
- (7) Shall be and remain engaged in the business of selling cigars generated 40 percent or more of its total annual gross income from the on-site sale of such cigar products and the rental of humidors. **So noted.**
- (8) Shall be and remain registered with the State Health Department. A smoking bar registration shall remain in effect for one year and shall be renewable only if in the preceding calendar year the smoking bar generated 40 percent or more of its total annual gross income from the on-site sale of cigar products and the rental of on-site humidors; **So noted.**
- (9) Shall post signs at each entrance and exit clearly stating that smoking is allowed on all or part of the premises and anyone under the age of 21 is prohibited from entering the premises; **So noted.**
- (10) Outdoor seating and dining areas are prohibited in the Historic District; **This property is located in the Historic District, so outdoor activities would be prohibited. However, staff would like to discuss the prospect of having outdoor sitting areas at the rear of the building facing the Broad Street development and the applicant's proposal for a roof top deck.**
- (11) Shall designate (where allowed) outdoor seating and dining areas within ten feet of an entrance or exit of the smoking bar as "non-smoking"; **This property is located in the Historic District, so outdoor activities would be prohibited. However, staff would like to discuss the prospect of having outdoor sitting areas at the rear of the building facing the Broad Street development and the applicant's proposal for a roof top deck. Staff believes that the intent of this restriction is to not interfere with pedestrians walking on the sidewalk along Main Street.**
- (12) Cigar lounges must have and maintain a ventilation system that exhausts smoke from the business and is designed in accordance with current building code standards for the occupancy classification in use. The air handling systems from the smoking area shall be independent from the main air handling system that serves all other areas of the building and all air within the smoking area shall be exhausted directly to the outside by an exhaust fan. No air from the smoking area shall be recirculated to other parts of the building. During the hours of operation, the interior of the premises of a smoking bar shall be maintained with adequate illumination to make the conduct of patrons within the premises readily discernible to a person with normal vision. **So noted. Vent specifications were not included with this report. The ventilation system will need to be permitted and inspected by the Fire Marshal.**
- (13) Where allowed, outdoor smoking areas shall have no ashtrays remain outdoors after normal business hours. **So noted.**

Again, staff believes that the intent of the restriction on outdoor dining is not to subject pedestrians walking on the sidewalk along Main Street to cigar smoke and possibly have pedestrians running into seated customers. As long as this area was protected, staff feels that outdoor sitting areas on the rooftop deck and along Broad Street would be of benefit to citizens without negatively affecting Main Street.

If properly constructed, this use on the property could be of long-term financial benefit to the Jonesboro community. If approved, the following conditions need to be assigned:

1. All exterior renovations to the building, including signage, the painting of the brick, and the rooftop deck shall be subject to review by the Design Review Commission and Historic Preservation Commission prior to construction.
2. All interior and exterior renovations shall be properly permitted and inspected by all relevant agencies, including the required ventilation system.
3. Alcohol sales and consumption requires separate City approval and must conform to all applicable setbacks.
4. Outdoor activities associated with the sale and use of tobacco products along North Main Street are prohibited.
5. The roof top deck shall have minimum 4-foot-tall decorative railings at the front and back, viewable from both Main Street and Broad Street.
6. All ATF and Health Department requirements shall be met prior to the issuance of a business license.
7. The applicant shall document to the City required ratios of food, alcohol, and tobacco consumption specified in Section 86-642.
8. Outdoor activities would be prohibited after 10:00 pm, per City Code Section 34-123.

Fiscal Impact

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

Private owner

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

- Zoning Info
- Existing Building
- Cigar Bar Floor Plan
- Conditional Use - 112 South Main Street - Cigar Bar-Lounge - Legal Notice
- Zoning Sign
- Acceptance Letter
- Rear of Building

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

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: ROBERT & KIMBERLY LIGHTFORD
 Name of Business: THE OAK ROOM
 Property's Address: 112 S. Main St. Jonesboro, GA 30234
 Email Address: ROBERTLIGHTFORD@email.com, KIMBERLY@FIRESIGNDR.COM
 Phone: (Day): ROBERT 404-465-9759 (Evening): Kimberly 202-374-4349

Property Information

Current Use of Property: OFFICE BUILDING
 Proposed Use of Property (Please provide in great detail the intended use of the property):
CIGAR LOUNGE AND RESTAURANT with Liquor SALES,
CIGAR SALES

Applicant's Signature

Date

10/12/2020

FOR OFFICE USE ONLY:

Current Zoning: H-1

NAICS Code: 453991 713990

Required Zoning: H-1, I-2, Mx, C2

Conditional Use Needed? Yes or No

APPROVED

DENIED

Comments:

CIGAR / TOBACCO STORES REQUIRE CONDITIONAL USE PERMIT AND
MUST CONFORM TO SEC. 86-642.5 - CIGAR LOUNGE REQUIRES CONFORM USE

Zoning Official Signature

Date

10/12/20

Ang Mu.
COMPLI
WMT
86-642

Applicant – Robert and Kimberly Lightford

Name of Business – The Oak Room

Address - 112 South Main Street

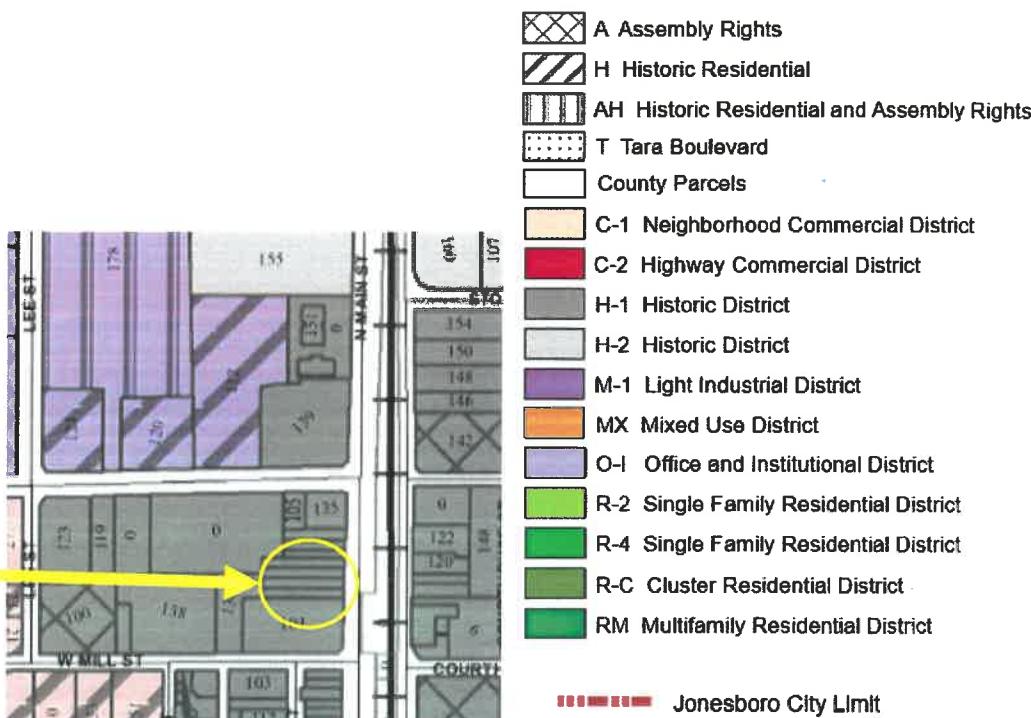
Zoning District – H1

NAICS – 453991, 713990

Proposed Use: Cigar sales and lounge, restaurant with alcohol sales

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
453991	Tobacco Stores, Cigar Shops, and Vape Shops	N	N	N	N	N	C	C	N	C	N	P	N	Sec. 86-605
713990	Cigar Lounges, with or Without Alcoholic Beverage Service	N	N	N	N	N	C	C	N	C	N	C	N	Sec. 86-642
722513	Restaurants, Limited-Service, including Fast Food and Take-Out, without drive-through windows.	N	N	N	N	N	P	P	C	P	P	P	P	Sec. 86-598
722511	Restaurants, Full-Service, Quality Restaurants	N	N	N	N	N	P	P	C	P	P	P	N	Sec. 86-597

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

****Must conform to Chapter 6, Alcoholic Beverages.****

Sec. 86-605. NAICS 453991 – Tobacco Stores, Cigar Shops, and Vape Shops

The following conditions are assigned in the H-1, H-2, and M-X districts:

- (1) Establishments shall be limited to a maximum floor area of 2,000 square feet.**
- (2) No outdoor display or storage of merchandise or materials shall be permitted.**
- (3) All ATF requirements shall be met.**

Sec. 86-642. – NAICS 713990 Cigar Lounges, with or without alcoholic beverage service

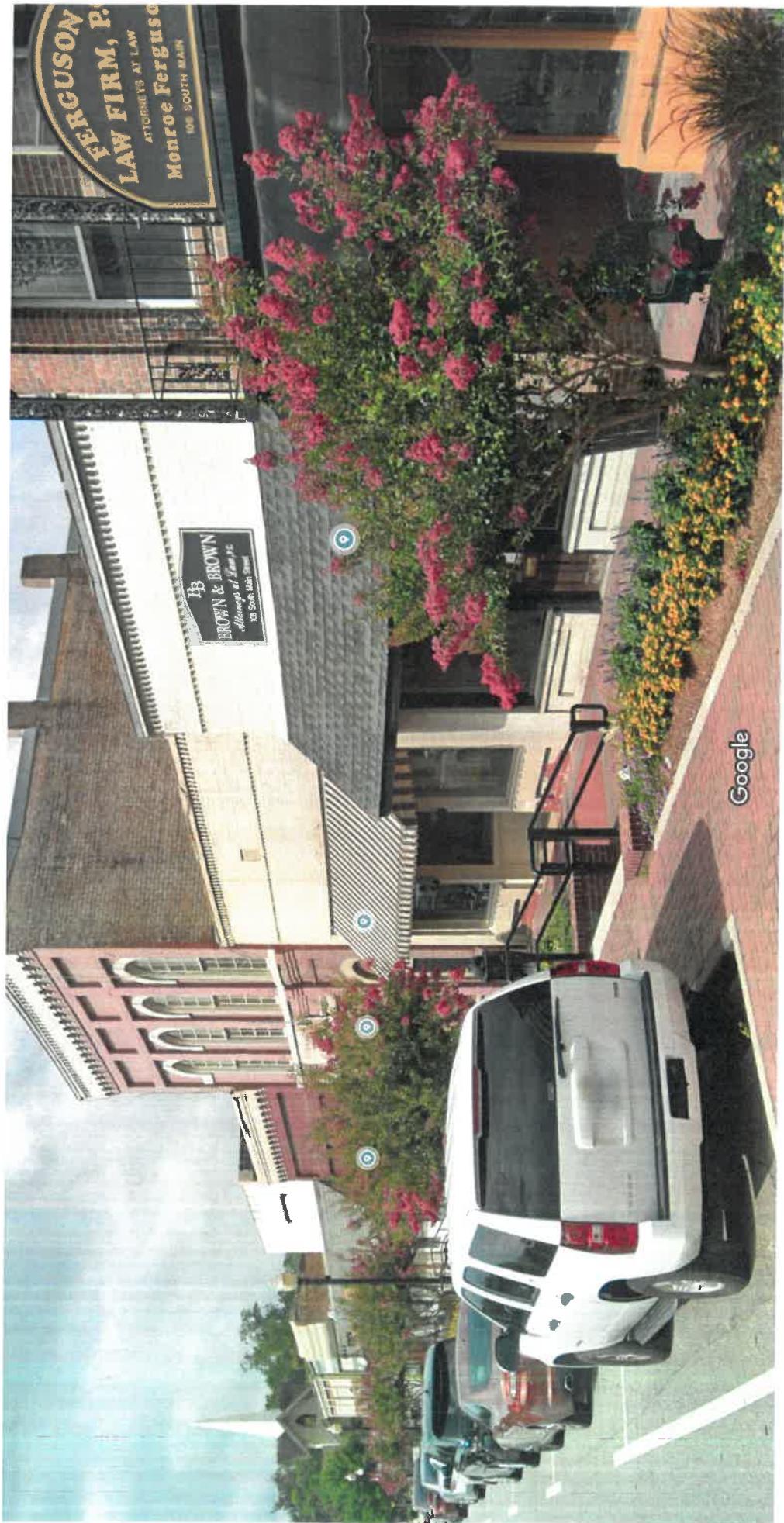
The following conditions are assigned in the H-1, H-2, MX, and C-2 districts:

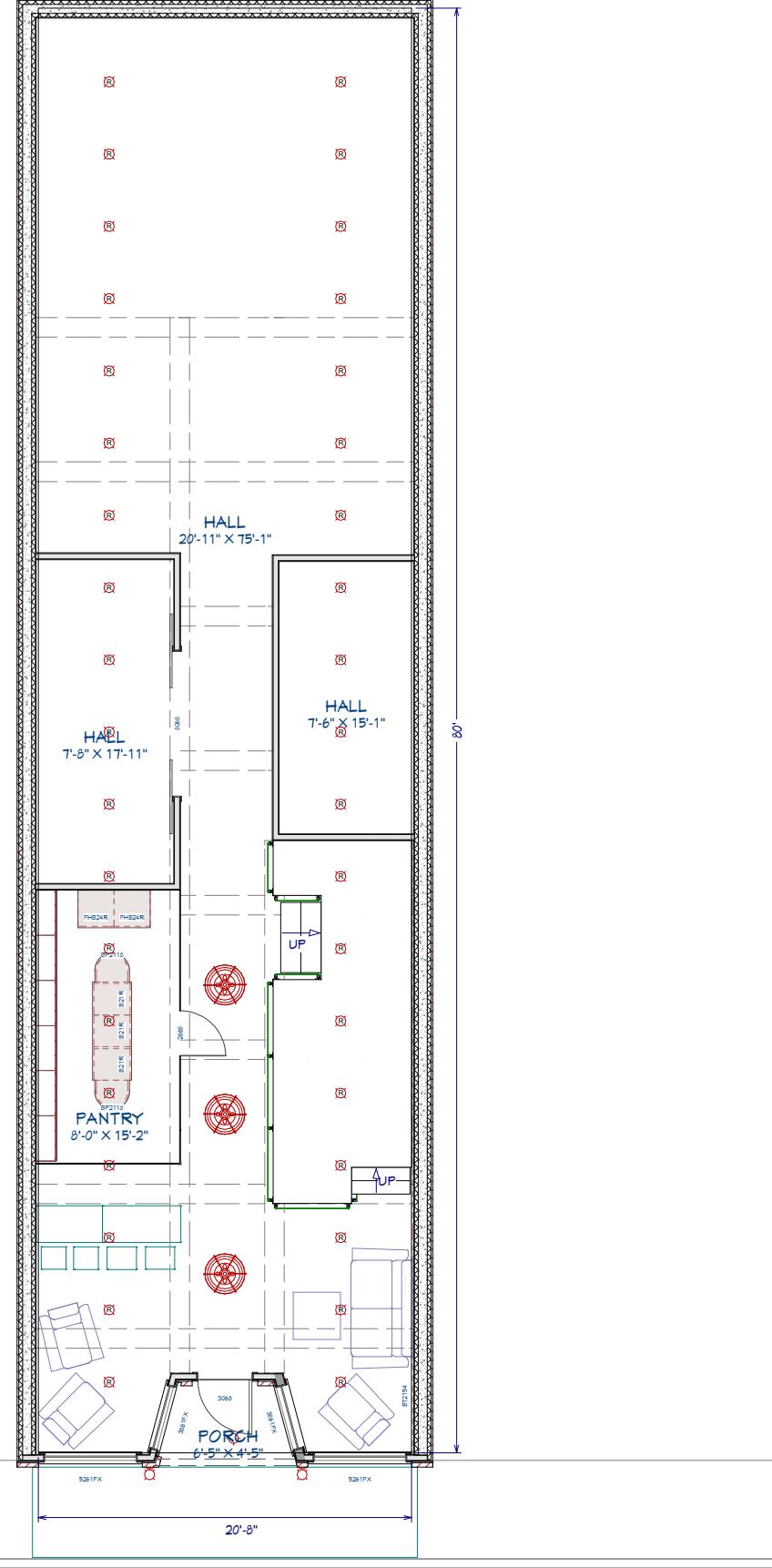
- 1. Shall derive revenue from the sale of food, alcohol or other beverages that is incidental to the sale of the tobacco products.**
- 2. Shall prohibit entry to a person under the age of 21 years of age during the time when the establishment is open for business;**
- 3. Shall prohibit any food or beverage not sold directly by the business to be consumed on the premises;**
- 4. Shall maintain a valid license for the retail sale of cigar products issued by the Georgia Department of Revenue;**
- 5. Shall maintain a valid license to operate a smoking bar issued by the Georgia Department of Revenue;**
- 6. Shall abide by the provisions in Chapter 6 of the City Code regarding the sale and consumption of alcoholic beverages;**
- 7. Shall be and remain engaged in the business of selling cigars; and wherein, forty (40) percent or more of its total annual gross income must be generated from the on-site sale of such cigar products and the rental of humidors.**
- 8. Shall meet all relevant State and Federal guidelines for cigar sales and use;**
- 9. Shall post signs at each entrance and exit clearly stating that smoking is allowed on all or part of the premises and anyone under the age of 21 is prohibited from entering the premises;**
- 10. Outdoor seating and dining areas are prohibited in the Historic District;**
- 11. Shall designate, unless otherwise prohibited by this Section or any other applicable city code section, outdoor seating and dining areas within ten feet of an entrance or exit of the smoking bar as "non-smoking";**
- 12. Cigar lounges must have and maintain a ventilation system that exhausts smoke from the business and is designed in accordance with current building code standards for the occupancy classification in use. The air handling systems from the smoking area shall be independent from the main air handling system that serves all other areas of the building and all air within the smoking area shall be exhausted directly to the outside by an exhaust fan. No air from the smoking area shall be recirculated to other parts of the building. During the hours of operation, the interior of the premises of a smoking bar shall be maintained with adequate illumination to make the conduct of patrons within the premises readily discernible to a person with normal vision; and**
- 13. Where allowed, any and all outdoor smoking areas shall be clear from ashtrays and other smoking related objects after normal business hours.**

Attachment: Existing Building (1926 : 112 South Main Street - Cigar Bar)



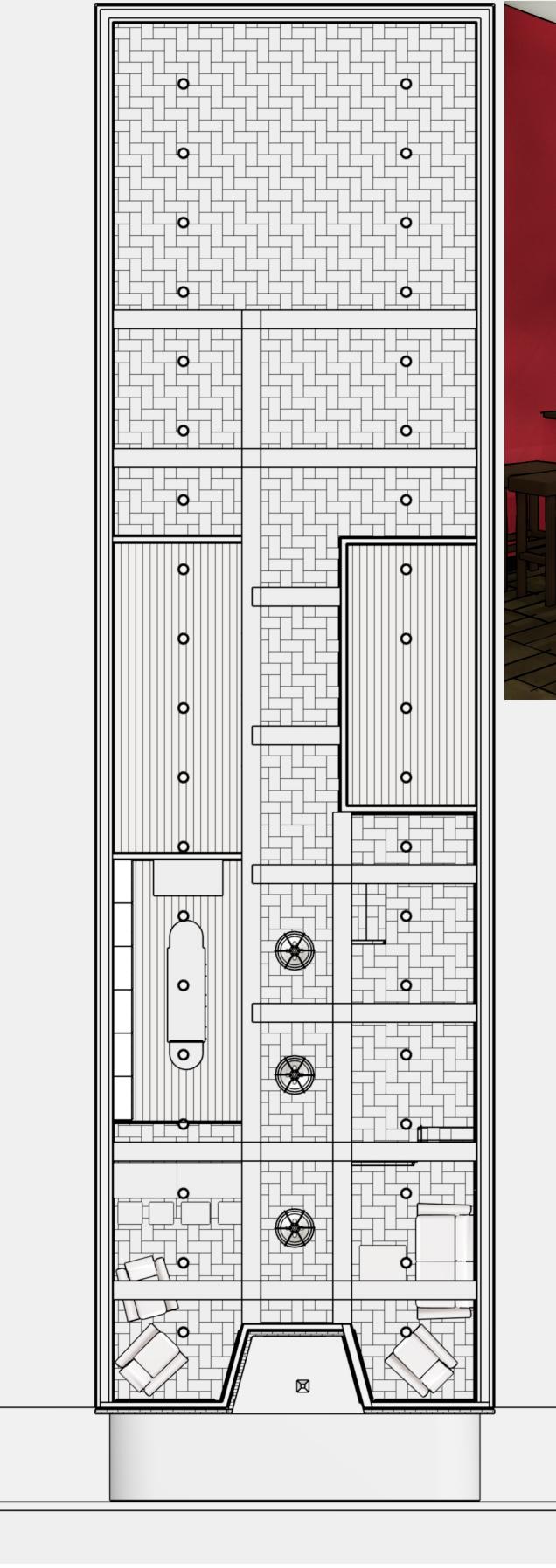
Attachment: Existing Building (1926 : 112 South Main Street - Cigar Bar)



	HOME OWNER:	MSJ Investment LLC												
	PROJECT ADDRESS:	3400 FAIRBURN RD SW ATLANTA Georgia 30331												
	LEGAL ADDRESS:	PARCEL ID: 14F0036 LL0343												
	LAND LOT & DISTRICT:	xxxxx												
	ZONING:	RG3												
	FIRE DISTRICT:	Fire District Here												
	WATER DISTRICT:	Water District Here												
	BLDG PERMIT#:	_____												
	BUILDING AREA:	<p>STORIES: 1</p> <p>FLOOR : 1335 SQ. FT.</p> <p>PORCH: 112 SQ.FT.</p> <p>CRAWL: 0 SQ. FT.</p> <p>TOTAL: 1447 SQ. FT.</p> <p>DECKS 0 SQ. FT.</p>												
	<u>LIVABLE AREA:SQ. FT.= 1335 SQ.FT.</u>													
														
<table border="1"> <tr> <td>PROJECT INFORMATION</td> <td>PROJECT:</td> <td>xxxxxxxxxxxxxx</td> </tr> <tr> <td>DATE:</td> <td colspan="2">2750 Da Vinci Blvd Decatur, GA 30024 Phone: (404) 405-1671</td> </tr> <tr> <td>SCALE:</td> <td colspan="2">- :N.T.S.</td> </tr> <tr> <td>SHEET:</td> <td colspan="2">2</td> </tr> </table>			PROJECT INFORMATION	PROJECT:	xxxxxxxxxxxxxx	DATE:	2750 Da Vinci Blvd Decatur, GA 30024 Phone: (404) 405-1671		SCALE:	- :N.T.S.		SHEET:	2	
PROJECT INFORMATION	PROJECT:	xxxxxxxxxxxxxx												
DATE:	2750 Da Vinci Blvd Decatur, GA 30024 Phone: (404) 405-1671													
SCALE:	- :N.T.S.													
SHEET:	2													

Working Plan View

Camera 7



Camera 8



Camera 9



Camera 10

Contractor:	MSJ INVESTMENTS
112 Main Street	
Jonesboro, GA 30236	
Office: (678) 824-4973	
FireSign	DESIGN BUILD LLC
PROJECT: XXXXXXXXXXXXXXXXX	
DATE: 6/29/2021	
SCALE: - : -	
SHEET: 1	

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on July 12, 2021, in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a Conditional Use Permit Application for a retail cigar shop and cigar bar / lounge with alcohol service, by Robert and Kimberly Lightford, property owners and applicants, for property at 112 South Main Street (Parcel No. 13241D C005), Jonesboro, Georgia 30236.

David Allen
Community Development Director

Publish 6/23/21

CITY OF JONESBORO, GEORGIA

PUBLIC HEARING FOR:

Conditional Use Permit For A Retail Cigar Shop And Cigar Bar/Lounge With Alcohol Service By Robert And Kimberly Lightford, Owners and Applicants, For Property At 112 S. Main St. (PARCEL 13241D 6005) JONESBORO, GA. 30236

LOCATION

170 SOUTH MAIN STREET, JONESBORO, GEORGIA 30236

DATE: 7-12-21 TIME: 6:00 PM

FOR MORE INFORMATION, PLEASE CONTACT CITY HALL AT 770-478-3800

CITY OF JONESBORO, GEORGIA

PUBLIC HEARING FOR:

CONDITIONAL USE PERMIT FOR A RETAIL CIGAR SHOP
AND CIGAR BAR / LOUNGE WITH ALCOHOL SERVICE BY ROBERT
AND KIMBERLY LIGHTFORD, OWNERS AND APPLICANTS, FOR PROPERTY AT
112 S. MAIN ST. (PARCEL 13241D Coos) JONESBORO, GA. 30236

LOCATION
170 SOUTH MAIN STREET, JONESBORO, GEORGIA 30236

DATE: 7-12-21 TIME: 6:00 PM

FOR MORE INFORMATION, PLEASE CONTACT CITY HALL AT 770-478-3800





MEMORANDUM

To: Robert and Kimberly Lightford
112 South Main Street
Jonesboro, GA 30236

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

Date: July 6, 2021

Re: Notification of Request for Conditional Use – Cigar Bar, 112 South Main Street;
Tax Map Parcel No. 13241D C005

Dear Applicant,

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

- Cigar Bar

A combined Work Session / Public Hearing has been scheduled for Monday, July 12, 2021 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The meeting will be conducted in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, Ga. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

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

David D. Allen
Community Development Director / Zoning Administrator

Attachment: Rear of Building (1926 : 1112 South Main Street - Cigar Bar)





Attachment: Rear of Building (1926 : 112 South Main Street - Cigar Bar)



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

-3

12.3

COUNCIL MEETING DATE

July 12, 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 approval of proposed text amendment to the City of Jonesboro Code of Ordinances, 21-TA-010, Ord. 2021-016, with updates and revisions to Section 86-119 "City Center Mixed-Use District" 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)*

Chapter 86, Article V, Section 86-119 City Center Mixed Use District

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

Economic Development, 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 revised text amendment; Several uses in the recently adopted City Center Mixed Use District zoning category were changed with revisions to the Table of Uses in June. This latest text amendment reflects those changes (in red).

Fiscal Impact

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

n/a

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

- Legal Notice - City Center Mixed Use District Revisions July 2021
- City Center Mixed Use District REV July 2021
- Final 7.12.21 Jonesboro Ordinance 86-119 (City Center Mixed Use District)

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

July, 12, 2021

Signature

City Clerk's Office

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on July 12, 2021, in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a proposed text amendment to the City of Jonesboro Code of Ordinances, with updates and revisions to Section 86-119 “City Center Mixed-Use District” to Chapter 86 - Zoning, Article V – District Standards and Permitted Uses, of the City of Jonesboro Code of Ordinances.

David Allen
Zoning Administrator / Community Development Director

Publish 6/16/2021

Sec. 86-119. – City Center Mixed-Use District

(a) *Purpose.* The purpose of the City Center Mixed-Use District is to facilitate creation of a vibrant zone, or hub, with an intelligent mix of quality commercial, institutional, and residential uses that, through thoughtful planning and quality design guidelines, will improve the viability of this strategic area of the City and complement the Jonesboro City Center. The residential component of this District will help development a more diverse range of quality housing to supplement the City's aging housing stock. The close proximity of new businesses, offices, and residences will continue to bolster the City's "live here, work here, play here" philosophy. The District will promote walkability in the downtown area, where residential uses are incorporated with commercial and institutional uses in a manner that invites use of nearby facilities and services. Designs and development scale that reinforce such integration are preferable to those that isolate residential uses from convenience services and employment opportunities. At the same time, retail and service establishments should be grouped for maximum pedestrian convenience in locations uninterrupted by residential or office / institutional occupancies. Such objectives may also be achieved by vertical separation of residential and office uses from retail and service areas to preserve the street level tradition of the latter uses. The City Center Mixed-Use District features a specific range of permitted and conditional uses superior to, and independent of, the MX Mixed-Use District zoning found elsewhere in the City. The District is focused on the thoughtful reinvigoration of this area, in conjunction with the future goals and intent of the City's Comprehensive Plan.

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

(c) *Applicability.* Unless otherwise stated in this Section, the current architectural design standards shall control development in the City Center Mixed-Use District, unless alternate provisions are adopted in the City Center Mixed-Use District. 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.

(d) *Geography.* The City Center Mixed-Use District (CC) is currently bounded by Lee Street to the east, Smith Street to the south, Fayetteville Road to the west, and the rear of existing parcels fronting Spring Street to the north. The district is more specifically delineated and color-coded on the current version of the City of Jonesboro Official Zoning Map.

(e) *Regulation of Uses.* The City Center Mixed-Use District seeks to identify specific types of quality commercial residential, and institutional uses which will support the Jonesboro City Center as a focal point of the City and serve as an impetus for quality development on parcels adjacent to the district. Uses not listed below in the permitted uses section and conditional uses section are not permitted in the City Center Mixed-Use District.

- 1) *Permitted uses:*
 - (a) Administration of government programs;
 - (b) Home occupations, meeting the requirements of Section 86-274;

- (c) Art center, not performing arts;
- (d) Artist's studios, including maker spaces;
- (e) Museums;
- (f) Nature parks and other similar institutions;
- (g) Passive parks, playgrounds and other open space amenities, including squares, greens and pocket parks (private);
- (h) Accounting, tax preparation, bookkeeping, and payroll services;
- (i) Architectural, engineering, land planning, drafting, surveying, mapping and related services;
- (j) Building inspection services;
- (k) Banks, credit unions and savings institutions;
- (l) Computer systems design and related services;
- (m) Corporate management offices, office only;
- (n) Executive, legislative, and other general government support;
- (o) Funds, trust, and other financial vehicles;
- (p) Insurance carriers and related activities;
- (q) Interior design, graphic design & other specialized design services;
- (r) Justice, public order and safety activities;
- (s) Legal services, including attorneys' offices;
- (t) Offices of dentists;
- (u) Mortgage and non-mortgage loan brokers;
- (v) Newspaper, periodical, book, and database publishers, excluding adult entertainment materials;
- (w) Office administrative services;
- (x) Real estate agents and brokers offices;
- (y) Software publishers;
- (z) Offices of physicians, except mental health specialists;
- (aa) Advertising, public relations, and related services (indoor only);
- (bb) Business service centers, including copy shops and mail centers;
- (cc) Other business service centers, including internet café;
- (dd) Credit bureaus;
- (ee) Formal wear & costume rental;
- (ff) Personal & household goods repair & maintenance, including jewelry, garments, watches, musical instruments and bicycles; No Outdoor Storage;
- (gg) Photographic services and studios, including framing shops;
- (hh) Shoe repair;
- (ii) Travel agencies and reservation services;
- (jj) Small-scale pottery and ceramics shop;
- (kk) Sports and recreation instruction, including exercise and yoga;
- (ll) Sports and recreation instruction, including gymnastics and martial arts;
- (mm) Electronics and appliance stores, including computers and cameras;
- (nn) Art dealers;
- (oo) Art gallery;
- (pp) Book stores and news dealers, excluding adult entertainment materials;

- (qq) Clothing stores;
- (rr) Clothing accessories stores;
- (ss) Cosmetics, beauty supplies, and perfume stores;
- (tt) Florists;
- (uu) Furnishings stores (minor interior décor only)
- (vv) Hobby, toy and game stores;
- (ww) Arts & crafts retail sales, supply stores;
- (xx) Jewelry, luggage, and leather goods stores;
- (yy) Miscellaneous health and personal care stores, including health foods and specialty health products;
- (zz) Musical instrument and supplies stores;
- (aaa) Office supplies, stationery, and gift stores;
- (bbb) Optical goods stores;
- (ccc) Music stores (prerecorded tape, compact disc, and records);
- (ddd) Restaurants, full-service, **family and** quality restaurants;
- (eee) Restaurants, limited-service, including fast food and take-out, without drive-through windows;
- (fff) Sewing, needlework, and piece goods stores;
- (ggg) Shoe stores;
- (hhh) Snack and nonalcoholic beverage bars, including cafes and coffee shops;
- (iii) Specialty food stores, including meat, fish, fruit and vegetable markets, baked goods, candy and nut stores;
- (jjj) Antique shops, but not flea markets;
- (kkk) Micro-breweries;
- (lll) Micro-distilleries;
- (mmm) Brew Pubs and Growler Shops;
- (nnn) Outdoor farmers market;**
- (ooo) Mobile food services, including carts and individual food trucks;**
- (ppp) Fine arts schools;**

2) *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;

3) *Conditional uses:*

- (a) Townhomes;
- (b) Condominiums;
- (c) Mixed-use dwellings, including lofts, conforming to Section 86-162 and this section;
- (d) Apartments and apartment complexes;
- (e) Churches and other places of worship;

- (f) Performing arts theaters: drama, dance, music;
- (g) Dinner theaters, cabaret, concert hall, live entertainment;
- (h) Sports stadiums, coliseums, arenas, amphitheaters;
- (i) Fitness and recreational sports centers, health clubs;
- (j) Hotels (except Casino Hotels);
- (k) Parking lots and garages, commercial; providing that they are completely concealed from view or underground;
- (l) ~~Mobile food services, including carts and individual food trucks;~~
- (m) ~~Outdoor farmers market;~~
- (n) Tobacco stores, cigar shops, and vape shops, but not cigar lounge;
- (o) Dance company studios, without theaters;
- (p) Convention centers, convention and visitors bureaus;
- (q) **Dry-cleaning and Laundry Services (except Coin-Operated);**
- (r) **Libraries and Archives;**
- (s) **Pharmacies and Drug Stores;**
- (t) **Nursery school (Child Day Care Services) (Out of Home);**
- (u) **Day Care Center (Out of Home);**

(f) *Site development parameters.* The City Center Mixed Use District shall be controlled by the following site design considerations.

- 1) Site designs and structures shall achieve a horizontal and vertical mix of uses.
- 2) All residential uses shall provide parking only at the rear of the building(s).
- 3) Commercial, service, and office uses shall be concentrated for maximum pedestrian convenience and easily accessible to residents of the development as well as employees and visitors.
- 4) Streets, parking facilities and service areas. Streets, parking facilities and service areas shall be located and designed to segregate vehicles from pedestrian focal points and gathering areas. Such provisions shall facilitate pedestrian travel among major destinations within and adjacent to the District with a minimum of conflicts with vehicles.
- 5) For commercial, service, and office uses, a maximum of 25 percent of the required parking area may front on public rights-of-way. Site design shall serve to reduce the visibility of these areas and apparent size from public rights-of-way through screening such as evergreen landscaping.
- 6) All outside waste disposal and equipment areas shall be located in the rear yard to and shall be screened by a solid fence or wall and evergreen landscaping, having a minimum height of eight feet.
- 7) Building setbacks and separation and minimum lot area shall be approved by the Mayor and City Council on the proposed site plan.
- 8) Landscape buffering may be used when District uses abut incompatible existing uses at their common boundary. Such buffer(s) shall conform to the minimum planting standards of Article

XV, or greater standards as established by the Mayor and City Council. See 86-119 (x)(xx) for more information.

9) Proposed landscaping materials, particularly street trees, shall be similar to or compatible with that of the Jonesboro City Center and Lee Street Park. See 86-119 (x)(xx) for more information.

10) Proposed sidewalks shall provide connectivity to provide sidewalks along Fayetteville Road, Smith Street, and the Jonesboro City Center. 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.

11) Pedestrian and greenspace network. Pedestrian ways through buildings shall relate to a network of greenspaces reserved for pedestrian use. Interior and exterior pedestrian ways shall be scaled appropriately to the anticipated foot traffic volumes and form a convenient network linking major concentrations of uses within the district. See 86-119 (x)(xx) for more information.

12) Proposed lighting (streets, parking, buildings, etc.), shall be similar to or compatible with that of the Jonesboro City Center and Lee Street Park and shall be night-sky friendly.

13) Off-street parking and loading requirements. Off-street parking shall be provided as specified in Article XIII of this chapter.

(g) *Architectural parameters.* The City Center Mixed Use District shall be controlled by the following building design considerations.

1) Residential uses shall comprise a minimum of 50 percent of the total floor area of the City Center Mixed Use District. similarly, commercial / office uses shall also comprise a minimum of 25 percent of the total floor area of the City Center Mixed Use District.

2) Dwelling units, including lofts, apartments, townhomes, and condominiums, shall not be located on "storefront," that is, the ground floor of any building in the district.

3) *Minimum size of dwelling units.* The intent of the City Center Mixed-Use District, regarding attached housing such as apartments, condominiums, and townhomes, is smaller-sized, higher-quality dwelling units, with high-quality architectural standards.

(a) *Single-family attached dwellings (townhouses and condominiums).* 1600 heated square feet per unit.

(b) *Multi-family (apartments).*

- 1) One-bedroom units: 1000 heated square feet per unit.
- 2) Two-bedroom units: 1300 square feet per unit.
- 3) Three-bedroom units: 1500 square feet per unit.

(c) *Mixed-use dwelling, including lofts (no street level units allowed).* 1500 heated square feet per unit.

4) *Density and maximum number of residential units.*

(a) *Single-family attached dwellings (townhouses and condominiums).*

- 1) Maximum number of units per building: 8
- 2) Maximum number of units per development: 96
- 3) Maximum density: 12 units per acre

(b) *Multi-family (apartments).*

- 1) Maximum number of units per building: None
- 2) Maximum density: 12 units per acre

(5) *Multi-family special design standards.*

(a) *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:

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

(b) *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:

- 1) 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.
- 2) 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.
- 3) Amenity buildings shall match the design, materials, and color of the principal buildings.

4) Rooftop amenities are allowed for apartment complexes, provided that the height restrictions of Section 86-119 (g)(7) for rooftop structures and their appurtenances.

(6) *Maximum building height.* 4 stories and 60 feet. No building shall be erected that would exceed the highest portion of the Jonesboro City Center.

(7) *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.

(a) Multifamily and townhomes / condominiums.

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 all exterior wall facades shall be constructed, at a minimum, of full-depth brick (not veneers) for the bottom one-half 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), and/or glass. (Note: Exterior façade delineations to not include windows or trim.)

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. Any window trim shall be cementitious siding (Hardiboard) only.

5) *Color.* All materials shall be muted color tones, as approved by the Design Review Commission and the Mayor and City Council. No iridescent or luminescent color tones are allowed.

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) Rooftop amenities are allowed for apartment complexes, provided that the height restrictions of Section 86-119 (g)(7) for rooftop structures and their appurtenances.

8) *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.

9) *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.

(b) *Mixed use dwelling, including lofts.*

- 1) No residential unit shall occupy a street level (ground floor) space.
- 2) *Prohibited materials.* Metal siding, vinyl siding, and concrete block, as primary building materials, are prohibited.
- 3) *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), and/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.
- 4) *Permitted accent materials.* Accent building materials for all exterior wall facades may include brick and wood panels (including wood shake).
- 5) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia. Any window trim shall be cementitious siding (Hardiboard) only.
- 6) *Color.* All materials shall be muted color tones, as approved by the Design Review Commission and the Mayor and City Council. No iridescent or luminescent color tones are allowed.
- 7) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.

(c) *Hotels.*

- 1) 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).
- 2) Shall be no higher than three (3) stories in height.
- 3) Lodging rooms shall be accessed through a central lobby.
- 4) Lodging rooms shall be cleaned by professional staff daily.
- 5) No hotel 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:

- a) 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
- 6) 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.
- 7) *Prohibited materials.* Metal siding, vinyl siding, and smooth-faced concrete masonry units, as primary building materials, are prohibited.
- 8) *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 one-half 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 and/or glass.
(Note: Exterior façade delineations to not include windows or trim.)
- 9) *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.
- 10) *Exceptions.* Vinyl products shall only be used for soffits, eaves, and fascia.
- 11) *Color.* All materials shall be muted color tones, as approved by the Design Review Commission and the Mayor and City Council. No iridescent or luminescent color tones are allowed.
- 12) *Roofing materials.* All asphalt-shingle roofing shall consist of high-quality, architectural shingles, with a minimum 30-year warranty. Metal roofing is also permitted.
- 13) *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.
- 14) *Minimum facade height.* A minimum facade height of 18 feet shall be maintained on arterial and collector roadways.
- 15) *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:

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

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

(d) *Other commercial and office buildings.*

- 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 shall be constructed, at a minimum, of one-half full-depth brick (not veneers) plus the following options for the remainder of the wall facade: cast stone, cementitious siding (Hardiboard), high-quality stucco and/or glass.
- 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 muted color tones, as approved by the Design Review Commission and the Mayor and City Council. No iridescent or luminescent color tones are allowed.
- 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:

- a) Roof features shall not exceed the average height of the supporting walls.
- b) The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.
- c) Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
- d) 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.

(e) *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.

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.

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 materials shall be muted color tones, as approved by the Design Review Commission and the Mayor and City Council. No iridescent or luminescent color tones are allowed, except for nationally or regionally recognized logos and branding.

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:

- a) Roof features shall not exceed the average height of the supporting walls.
- b) The average height of parapets shall not exceed 15 percent of the height of the supporting wall. Parapets shall feature three-dimensional cornice treatments.
- c) Cornices shall have perceptible projection or overhanging eaves that extend past the supporting walls.
- d) 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.

(8) *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.

(9) *Security of multifamily residential structures.* 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.

(h) *Miscellaneous standards.*

- 1) *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.
- 2) *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.
- 3) *Greenspace.* Minimum 20 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.
- 4) *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. Proposed landscaping materials, particularly street trees, shall be similar to or compatible with that of the Jonesboro City Center and Lee Street Park.
- 5) *Street trees.* For new developments within the City Center Mixed Use District, street trees shall be provided in medians and required landscaped strips adjacent to the rights-of-way of Fayetteville Road, Smith Street, Lee Street, and Spring Street. Proposed landscaping materials, particularly street trees, shall be similar to or compatible with that of the Jonesboro City Center and Lee Street Park.
 - (a) Landscape strips shall be a minimum of ten feet wide.

- (b) 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.
- (c) Street trees shall be spaced a minimum of 30 feet on center.
- (d) 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.
- (e) 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.
- (f) Appropriate street tree species include:
 - 1) Red maple.
 - 2) Sugar maple.
 - 3) Willow oak.
 - 4) Savannah holly.
 - 5) Golden raintree.
 - 6) Southern magnolia.
 - 7) Sawtooth oak.
 - 8) Littleleaf linden.
 - 9) American elm (Dutch elm resistant cultivars).
 - 10) Chinese elm.
 - 11) Japanese zelkova.
 - 12) 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.
- (g) No more than 25 percent of the total number of the trees installed may be of any one genus.

6) All stormwater detention facilities in view of public streets or the fronts of primary buildings within the City Center Mixed Use 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.

**1 STATE OF GEORGIA
2 COUNTY OF CLAYTON
3 CITY OF JONESBORO**

ORDINANCE NO. 2021-

6 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
7 JONESBORO, GEORGIA, BY AMENDING SECTION 119 (CITY
8 CENTER MIXED-USE DISTRICT), IN ARTICLE V (DISTRICT
9 STANDARDS AND PERMITTED USES) OF CHAPTER 86 (ZONING); TO
10 PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO
11 REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO
12 PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY
13 LAW.

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

16 **WHEREAS**, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of
17 Georgia authorizes the City to adopt plans and exercise the power of zoning; and

18 **WHEREAS**, the City has determined that to serve the needs of the community, certain
19 amendments are needed in the Zoning Ordinance, including amendments to the City Center
20 Mixed-Use District; and

21 **NOW THEREFORE**, be it and it is hereby ordained by the Mayor and Council of the
22 City of Jonesboro:

23 **Section 1.** The Code of Ordinances of the City of Jonesboro, Georgia, is hereby amended
24 by amending Section 119 (City Center Mixed-Use District) in Article V (District Standards and
25 Permitted Uses) of Chapter 86 (Zoning), and inserting the provisions set forth in Exhibit A, which
26 is attached and incorporated herein.

27 **Section 2.** Exhibit A attached hereto and incorporated herein by reference shall serve as
28 the figure referenced in Section 86-119 as “(‘City Center Mixed-Use District’).”

29 **Section 3.**

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

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

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

46 Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses,
47 sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional,
48 enforceable, and of full force and effect.

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

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

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

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

55 **SO ORDAINED, this _____ day of _____, 2021.**

56
57 **CITY OF JONESBORO, GEORGIA**

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61 **Joy Day, Mayor**

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66 ATTEST:

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69 _____

70 **Ricky L. Clark, Jr., City Clerk**

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73 APPROVED AS TO FORM:

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76 _____

77 City Attorney

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EXHIBIT A
(SEE ATTACHED)

121 **Sec. 86-119. – City Center Mixed-Use District**

122 (a) *Purpose.* The purpose of the City Center Mixed-Use District is to facilitate creation of a
123 vibrant zone, or hub, with an intelligent mix of quality commercial, institutional, and
124 residential uses that, through thoughtful planning and quality design guidelines, will
125 improve the viability of this strategic area of the City and complement the Jonesboro City
126 Center. The residential component of this District will help develop a more diverse range
127 of quality housing to supplement the City's aging housing stock. The close proximity of
128 new businesses, offices, and residences will continue to bolster the City's "live here, work
129 here, play here" philosophy. The District will promote walkability in the downtown area,
130 where residential uses are incorporated with commercial and institutional uses in a manner
131 that invites use of nearby facilities and services. Designs and development scale that
132 reinforce such integration are preferable to those that isolate residential uses from
133 convenience services and employment opportunities. At the same time, retail and service
134 establishments should be grouped for maximum pedestrian convenience in locations
135 uninterrupted by residential or office / institutional occupancies. Such objectives may also
136 be achieved by vertical separation of residential and office uses from retail and service
137 areas to preserve the street level tradition of the latter uses. The City Center Mixed-Use
138 District features a specific range of permitted and conditional uses superior to, and
139 independent of, the MX Mixed-Use District zoning found elsewhere in the City. The
140 District is focused on the thoughtful reinvigoration of this area, in conjunction with the
141 future goals and intent of the City's Comprehensive Plan.

142
143 (b) *Definitions.* For definitions of specific terms, refer to Code Section 86-62.

144
145 (c) *Applicability.* Unless otherwise stated in this Section, the current architectural design
146 standards shall control development in the City Center Mixed-Use District, unless alternate
147 provisions are adopted in the City Center Mixed-Use District. Exterior architectural design
148 features shall be subject to review and approval by the Design Review Commission. Where
149 a conflict with other City Code and Ordinance provisions exists, the more restrictive
150 standard shall apply.

151
152 (d) *Geography.* The City Center Mixed-Use District (CCM) is currently bounded by Lee
153 Street to the east, Smith Street to the south, Fayetteville Road to the west, and the rear of
154 existing parcels fronting Spring Street to the north. The district is more specifically
155 delineated and color-coded on the current version of the City of Jonesboro Official Zoning
156 Map.

157
158
159 (e) *Regulation of Uses.* The City Center Mixed-Use District seeks to identify specific types
160 of quality commercial, residential, and institutional uses which will support the Jonesboro
161 City Center as a focal point of the City and serve as an impetus for quality development on
162 parcels adjacent to the district. Uses not listed below in the permitted uses section and
163 conditional uses section are not permitted in the City Center Mixed-Use District.

164

165 1) *Permitted uses:*

166 (a) Administration of government programs;

167 (b) Home occupation, meeting the requirements of Section 86-274;

168 (c) Art center, not performing arts;

169 (d) Artist's studios, including maker spaces;

170 (e) Museums;

171 (f) Nature parks and other similar institutions;

172 (g) Passive parks, playgrounds and other open space amenities, including squares, greens and pocket parks (private);

173 (h) Accounting, tax preparation, bookkeeping, and payroll services;

174 (i) Architectural, engineering, land planning, drafting, surveying, mapping and related services;

175 (j) Building inspection services;

176 (k) Banks, credit unions and savings institutions;

177 (l) Computer systems design and related services;

178 (m) Corporate management offices, office only;

179 (n) Executive, legislative, and other general government support;

180 (o) Funds, trust, and other financial vehicles;

181 (p) Insurance carriers and related activities;

182 (q) Interior design, graphic design & other specialized design services;

183 (r) Justice, public order and safety activities;

184 (s) Legal services, including attorneys' offices;

185 (t) Offices of dentists;

186 (u) Mortgage and non-mortgage loan brokers;

187 (v) Newspaper, periodical, book, and database publishers, excluding adult entertainment materials;

188 (w) Office administrative services;

189 (x) Real estate agents and brokers offices;

190 (y) Software publishers;

191 (z) Offices of physicians, except mental health specialists;

192 (aa) Advertising, public relations, and related services (indoor only);

193 (bb) Business service centers, including copy shops and mail centers;

194 (cc) Other business service centers, including internet café;

195 (dd) Credit bureaus;

196 (ee) Formal wear & costume rental;

197 (ff) Personal & household goods repair & maintenance, including jewelry, garments, watches, musical instruments and bicycles; No Outdoor Storage;

198 (gg) Photographic services and studios, including framing shops;

199 (hh) Shoe repair;

200 (ii) Travel agencies and reservation services;

201 (jj) Small-scale pottery and ceramics shop;

207 (kk) Sports and recreation instruction, including exercise and yoga;
 208 (ll) Sports and recreation instruction, including gymnastics and martial arts;
 209 (mm) Electronics and appliance stores, including computers and cameras;
 210 (nn) Art dealers;
 211 (oo) Art gallery;
 212 (pp) Book stores and news dealers, excluding adult entertainment materials;
 213 (qq) Clothing stores;
 214 (rr) Clothing accessories stores;
 215 (ss) Cosmetics, beauty supplies, and perfume stores;
 216 (tt) Florists;
 217 (uu) Furnishings stores (minor interior décor only);
 218 (vv) Hobby, toy and game stores;
 219 (ww) Arts & crafts retail sales, supply stores;
 220 (xx) Jewelry, luggage, and leather goods stores;
 221 (yy) Miscellaneous health and personal care stores, including health foods and specialty health products;
 222 (zz) Musical instrument and supplies stores;
 223 (aaa) Office supplies, stationery, and gift stores;
 224 (bbb) Optical goods stores;
 225 (ccc) Music stores (prerecorded tape, compact disc, and records);
 226 (ddd) Restaurants, full-service, **family and** quality restaurants;
 227 (eee) Restaurants, limited-service, including fast food and take-out, without drive-through windows;
 228 (fff) Sewing, needlework, and piece goods stores;
 229 (ggg) Shoe stores;
 230 (hhh) Snack and nonalcoholic beverage bars, including cafes and coffee shops;
 231 (iii) Specialty food stores, including meat, fish, fruit and vegetable markets, baked goods, candy and nut stores;
 232 (jjj) Antique shops, but not flea markets;
 233 (kkk) Micro-breweries;
 234 (lll) Micro-distilleries;
 235 (mmm) Brew Pubs and Growler Shops;
 236 (nnn) **Outdoor farmers market;**
 237 (ooo) **Mobile food services, including carts and individual food trucks;**
 238 (ppp) **Fine art schools;**

242 2) *Permitted accessory uses.* Regarding residential, office, and commercial uses.
 243 (a) Recreational amenities for residential communities, including, but not limited to
 clubhouses, gazebos, swimming pools, and walking trails;
 244 (b) Paved parking areas for residents and patrons only;
 245 (c) Stick-built storage buildings directly related to building and grounds maintenance
 of properties, not to exceed 500 square feet;
 246 (d) Mail kiosks;
 247 (e) Necessary signage;

250 3) *Conditional uses:*

251 (a) Townhomes;

252 (b) Condominiums;

253 (c) Mixed-use dwellings, including lofts, conforming to Section 86-162 and this

254 section;

255 (d) Apartment complexes;

256 (e) Churches and other places of worship;

257 (f) Performing arts theaters: drama, dance, music;

258 (g) Dinner theaters, cabaret, concert hall, live entertainment;

259 (h) Sports stadiums, coliseums, arenas, amphitheaters;

260 (i) Fitness and recreational sports centers, health clubs;

261 (j) Hotels (except Casino Hotels);

262 (k) Parking lots and garages, commercial; providing that they are completely

263 concealed from view or underground;

264 (l) **Mobile food services, including carts and individual food trucks;**

265 (m) **Outdoor farmers market;**

266 (l) Tobacco stores, cigar shops, and vape shops, but not cigar lounge;

267 (m) Dance company studios, without theaters; and

268 (n) Convention centers, convention and visitors bureaus.

269 (o) **Dry-cleaning and Laundry Services (except Coin-Operated);**

270 (p) **Libraries and Archives;**

271 (q) **Pharmacies and Drug Stores;**

272 (r) **Nursery school (Child Day Care Services) (Out of Home);**

273 (s) **Adult Day Care Center (Out of Home);**

275 (f) *Site development parameters.* The City Center Mixed-Use District shall be controlled by the

276 following site design considerations.

277 1) Site designs and structures shall achieve a horizontal and vertical mix of uses.

278 2) All residential uses shall provide parking only at the rear of the building(s).

279 3) Commercial, service, and office uses shall be concentrated for maximum pedestrian

280 convenience and easily accessible to residents of the development as well as employees

281 and visitors.

282 4) Streets, parking facilities and service areas shall be located and designed to segregate

283 vehicles from pedestrian focal points and gathering areas. Such provisions shall facilitate

284 pedestrian travel among major destinations within and adjacent to the District with a

285 minimum of conflicts with vehicles.

286 5) For commercial, service, and office uses, a maximum of 25 percent of the required

287 parking area may front on public rights-of-way. Site design shall serve to reduce the

288 visibility of these areas and apparent size from public rights-of-way through screening such

289 as evergreen landscaping.

290 6) All outside waste disposal and equipment areas shall be located in the rear yard to and
291 shall be screened by a solid fence or wall and evergreen landscaping, having a minimum
292 height of eight feet.

293 7) Building setbacks and separation and minimum lot area shall be approved by the Mayor
294 and City Council on the proposed site plan.

295 8) Landscape buffering may be used when District uses abut incompatible existing uses at
296 their common boundary. Such buffer(s) shall conform to the minimum planting standards
297 of Article XV, or greater standards as established by the Mayor and City Council. See 86-
298 119 (x)(xx) for more information.

299 9) Proposed landscaping materials, particularly street trees, shall be similar to or
300 compatible with that of the Jonesboro City Center and Lee Street Park. See 86-119 (x)(xx)
301 for more information.

302 10) Proposed sidewalks shall provide connectivity to provide sidewalks along Fayetteville
303 Road, Smith Street, and the Jonesboro City Center. Required sidewalks shall be located
304 within the dedicated non-pavement right-of-way of roads and shall parallel the street
305 pavement as much as possible; provided, however, the City Manager may permit sidewalks
306 to be designed and constructed so that they meander around permanent obstructions or
307 deviate from a linear pattern for design purposes. Required sidewalks shall be a minimum
308 of five feet wide. A median strip of grassed or landscaped areas at least two feet wide shall
309 separate all sidewalks from adjacent curbs. Sidewalks shall be constructed in accordance
310 with current Americans with Disabilities Act (ADA) specifications.

311 11) Pedestrian and greenspace network. Pedestrian ways through buildings shall relate to
312 a network of greenspaces reserved for pedestrian use. Interior and exterior pedestrian ways
313 shall be scaled appropriately to the anticipated foot traffic volumes and form a convenient
314 network linking major concentrations of uses within the district. See 86-119 (x)(xx) for
315 more information.

316 12) Proposed lighting (streets, parking, buildings, etc.), shall be similar to or compatible
317 with that of the Jonesboro City Center and Lee Street Park and shall be night-sky friendly.

318 13) Off-street parking and loading requirements. Off-street parking shall be provided as
319 specified in Article XIII of this chapter.

320 (g) *Architectural parameters.* The City Center Mixed-Use District shall be controlled by the
321 following building design considerations.

322 1) Residential uses shall comprise a minimum of 50 percent of the total floor area of an
323 MX district; similarly, commercial/office uses shall also comprise a minimum of 25
324 percent of the total floor area of an MX district.

325 2) Dwelling units, including lofts, apartments, townhomes, condominiums, shall not be
326 located on "storefront," that is, the ground floor of any building in the district.

327 3) *Minimum size of dwelling units.* The intent of the City Center Mixed-Use District,
 328 regarding attached housing such as apartments, condominiums, duplexes, and townhomes,
 329 is smaller-sized, higher-quality dwelling units, with high-quality architectural standards.

330 (a) *Single-family attached dwellings (townhouses and condominiums).* 1600
 331 heated square feet per unit.

332 (b) *Multi-family (apartments).*
 333 1) One-bedroom units: 1000 heated square feet per unit.
 334 2) Two-bedroom units: 1300 square feet per unit.
 335 3) Three-bedroom units: 1500 square feet per unit.

337 (c) *Mixed-use dwelling, including lofts (no street level units allowed).* 1500 heated
 338 square feet per unit.

339 4) *Density and maximum number of residential units.*

340 (a) *Single-family attached dwellings (townhouses and condominiums).*
 341 1) Maximum number of units per building: 8
 342 2) Maximum number of units per development: 96
 343 3) Maximum density: 12 units per acre

345 (b) *Multi-family (apartments).*

346 1) Maximum number of units per building: None
 347 2) Maximum density: 12 units per acre

349 (5) *Multi-family special design standards.*

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

354 1) No-Step entries.
 355 2) Provide lever door handles and rocker light switches.
 356 3) Provide additional closet rod brackets to allow potential access
 357 from a wheelchair.
 358 4) Adequate lighting throughout the dwelling unit.
 359 5) Room thresholds that are flushed.
 360 6) Minimum 6-feet deep porches and balconies.

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

365 1) The design and orientation of these areas should take advantage of
 366 available sunlight and should be sheltered from noise and traffic of adjacent
 367 street or other incompatible uses.

368 2) Each recreational facility shall have a focal point. The focal point may
 369 consist of, but need not be limited to, water fountains, landscape planters,
 370 monuments, waterways, ponds, artwork, trellises or gazebos. The focal
 371 point of all recreational facilities shall complement one another by
 372 maintaining a common theme, consistent furnishing and signage.

373 3) Amenity buildings shall match the design, materials, and color of the
 374 principal buildings.

375 4) Rooftop amenities are allowed for apartment complexes, provided that
 376 the height restrictions of Section 86-119 (g)(7) for rooftop structures and
 377 their appurtenances are met.

378 (6) *Maximum building height.* 4 stories and 60 feet. No building shall be erected that
 379 would exceed the highest portion of the Jonesboro City Center.

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

384 (a) *Multifamily and townhomes / condominiums.*

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

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

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

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

398 5) *Color.* All materials shall be muted color tones, as approved by the
 399 Design Review Commission and the Mayor and City Council. No iridescent
 400 or luminescent color tones are allowed.

401 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.

402 7) *Rooftop amenities.* Rooftop amenities are allowed for apartment complexes, provided that the height restrictions of Section 86-119 (g)(7) for rooftop structures and their appurtenances are met.

403 8) *Porches and balconies.* All multifamily dwelling units shall each have minimum 6-feet 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.

404 9) *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.

418 (b) *Mixed use dwelling, including lofts.*

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

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

422 3) *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.

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

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

436 6) *Color.* All materials shall be muted color tones, as approved by the Design Review Commission and the Mayor and City Council. No iridescent or luminescent tones are allowed.

442 (c) *Hotels.*

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

446 2) Shall be no higher than three (3) stories in height.

3) Lodging rooms shall be accessed through a central lobby.

4) Lodging rooms shall be cleaned by professional staff daily.

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

452 a) Occupation of a hotel, motel, or extended stay facility in excess
453 of thirty (30) consecutive days in a one hundred eighty (180) period
454 may occur when a specific business entity desires such occupation
455 for an employment-related purpose which requires temporary
456 occupancy, including, but not limited to, relocation service.

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

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

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

474 11) *Color.* All materials shall be muted color tones, as approved by the
475 Design Review Commission and the Mayor and City Council. No iridescent
476 or luminescent color tones are allowed.

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

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

486 14) *Minimum facade height.* A minimum facade height of 18 feet shall be
487 maintained on arterial and collector roadways.

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

492 a) Roof features shall not exceed the average height of the
493 supporting walls.

494 b) The average height of parapets shall not exceed 15 percent of the
495 height of the supporting wall. Parapets shall feature three-
496 dimensional cornice treatments.

497 c) Cornices shall have perceptible projection or overhanging eaves
498 that extend past the supporting walls.

499 d) The roof pitch of sloped roofs shall be a minimum of 4:12
500 (vertical to horizontal).

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

503 (d) *Other commercial and office buildings.*

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

506 2) *Permitted primary materials.* Primary building materials for the exterior
507 wall facade shall be constructed, at a minimum, of one-half full-depth brick
508 (not veneers) plus the following options for the remainder of the wall
509 facade: cast stone, cementitious siding (Hardiboard), high-quality stucco or
510 glass.

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

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

516 5) *Color.* All materials shall be muted color tones, as approved by the
517 Design Review Commission and the Mayor and City Council. No iridescent
518 or luminescent color tones are allowed.

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

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

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

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

534 a) Roof features shall not exceed the average height of the
535 supporting walls.

536 b) The average height of parapets shall not exceed 15 percent of the
537 height of the supporting wall. Parapets shall feature three-
538 dimensional cornice treatments.

539 c) Cornices shall have perceptible projection or overhanging eaves
540 that extend past the supporting walls.

541 d) The roof pitch of sloped roofs shall be a minimum of 4:12
542 (vertical to horizontal).

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

545 11) *Massing and modulation.* The massing of building facades oriented to
546 public streets shall incorporate either modulation, defined here as a wave in
547 the exterior wall, with horizontal breaks at least every 100 feet. Front facade

548 design shall provide varying wall offsets and other architectural features to
549 create horizontal (wall) and vertical building articulation.

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

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

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

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

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

569 5) *Color.* Except for essential logo and other branding displays, all exterior
570 materials shall be muted color tones, as approved by the Design Review
571 Commission and the Mayor and City Council. No iridescent or luminescent
572 color tones are allowed, except for nationally or regionally recognized logos
573 and branding.

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

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

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

587 a) Roof features shall not exceed the average height of the
588 supporting walls.

589 b) The average height of parapets shall not exceed 15 percent of the
590 height of the supporting wall. Parapets shall feature three-
591 dimensional cornice treatments.

592 c) Cornices shall have perceptible projection or overhanging eaves
593 that extend past the supporting walls.

594 d) Where possible, the roof pitch of sloped roofs shall be a minimum
595 of 4:12 (vertical to horizontal).

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

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

606 (9) *Security of multifamily residential structures.* Adequate security considerations shall
607 be provided throughout the facility, including, at a minimum, the following features:

608 (a) Provide clear, unobstructed sightlines from entries to the street or parking lot.

609 (b) Provide clear sightlines to outdoor open areas from doorways and windows.

610 (c) Light exterior spaces and internal common spaces with energy-efficient, vandal
611 proof lamps and fixtures.

612 (d) Create privacy for the ground-level units by using landscaping or fencing to
613 buffer them from the street or parking.

614 (e) Pedestrian pathways to the entry, the parking, and the trash deposit area should
615 be well-defined, well-lighted, and free from dense shrubs.

616 (f) Design common spaces to encourage a sense of belonging and that relate to a
617 discrete number of units so that these spaces encourage a sense of ownership.

618 (g) Property shall have an ornamental access gate with residents provided fobs or
619 cards for entry. If the gate operates by way of a telephone system, a ring-through
620 feature shall be provided so that cars waiting at the gate entrance will not cause
621 waiting or queuing problems should a telephone line be in use, or a pull-out area
622 outside of traffic lanes shall be provided to allow telephoning without blocking
623 access.

624 (h) *Miscellaneous standards.*

- 625 1) *Signage.* Signs shall conform to the standards of the City Sign Ordinance, Article
626 XVI. Sign design features shall be subject to review and approval by the Design
627 Review Commission.
- 628 2) *Buffering.* Perimeter buffers for residential developments shall conform to the
629 minimum requirements of Article XV, unless additional requirements are imposed by
630 Mayor and City Council. Buffers shall preserve existing vegetation to the maximum
631 extent possible. Supplemental buffer plantings in certain areas may be necessary per
632 the City Zoning Administrator. Stream and wetland buffering shall conform to Article
633 XIII.
- 634 3) *Greenspace.* Minimum 20 percent of gross site acreage for each lot. May include
635 pervious amenity areas, stream buffers / setbacks, natural areas, but shall not include
636 required perimeter buffers.
- 637 4) *Landscaping.* Landscaping of building foundations, parking lots, amenities, etc. shall
638 conform to the minimum requirements of Article XV, unless additional requirements
639 are imposed by Mayor and City Council. Proposed landscaping materials, particularly
640 street trees, shall be similar to or compatible with that of the Jonesboro City Center and
641 Lee Street Park.
- 642 5) *Street trees.* For new developments within the City Center Mixed-Use District, street
643 trees shall be provided in medians and required landscaped strips adjacent to the rights-
644 of-way of Fayetteville Road, Smith Street, Lee Street, and Spring Street. Proposed
645 landscaping materials, particularly street trees, shall be similar to or compatible with
646 that of the Jonesboro City Center and Lee Street Park.
 - 647 1. Landscape strips shall be a minimum of ten feet wide.
 - 648 2. Street trees shall have a minimum two and one-half-inch caliper and 12 feet
649 in height at the time of planting and be warranted by the developer for a
650 period of two years from the date of acceptance by the City of Jonesboro.
 - 651 3. Street trees shall be spaced a minimum of 30 feet on center.
 - 652 4. Spacing of street trees and streetlight standards may be adjusted to account
653 for driveways, utility poles, fire hydrants and other obstructions and to
654 provide adequate visual clearance for intersections, driveways and traffic
655 control devices.
 - 656 5. No street tree or streetlight standard shall be placed within ten feet of
657 another tree, streetlight standard, utility pole or within five feet of a fire
658 hydrant.
 - 659 6. Appropriate street tree species include:
 - 660 (a) Red maple.
 - 661 (b) Sugar maple.
 - 662 (c) Willow oak.
 - 663 (d) Savannah holly.
 - 664 (e) Golden raintree.
 - 665 (f) Southern magnolia.

666 (g) Sawtooth oak.
667 (h) Littleleaf linden.
668 (i) American elm (Dutch elm resistant cultivars).
669 (j) Chinese elm.
670 (k) Japanese zelkova.
671 (l) Other trees having similar characteristics to the above species
672 and suitable for urban pedestrian environments, upon approval
673 of the city arborist or his/her designee.

674 7. No more than 25 percent of the total number of the trees installed may be
675 of any one genus.

676

677 6) All stormwater detention facilities in view of public streets or the fronts of primary
678 buildings within the City Center Mixed-Use District shall be completely enclosed by
679 black, wrought iron fencing with a perimeter evergreen shrub hedge. Stormwater
680 fencing shall be 4 feet tall, and the shrub hedge shall be a minimum 3 feet tall.
681 Stormwater detention facilities not in view of public streets may use black, vinyl-coated
682 chain link fence as fencing material, with a minimum 3-foot tall, evergreen shrub
683 hedge.

684

685



Environmental & Natural Resources
241 Ralph McGill Boulevard NE
Atlanta, GA 30308-3374

June 14, 2021

**Urban Redevelopment Agency
of the City of Jonesboro, GA**

c/o David Allen, Director of Community Development / Zoning Administrator
124 North Ave
Jonesboro, GA 0236

**RE: Project Name: O'hara Riverdale 115kV Transmission Line (King Street)
(the "Project")**

Georgia Power Company LIMS Project 2019050257 - Parcel 085
Property Location: 152 Smith St, Jonesboro, GA 30236, Clayton County
Tax ID # 13241A A012

Dear Mr. Allen,

As you know from our previous discussions or may have heard, Georgia Power Company ("Georgia Power") wants to acquire an easement across your property for our proposed O'hara Riverdale 115kV Transmission Line (King Street) (the "Project"). I have enclosed a map that shows the location of our proposed transmission line on your property and a copy of the standard transmission line easement document that describes the property rights we need to acquire from you (the "Easement").

We have evaluated the value of the easement area we wish to acquire from you and, based on that evaluation, Georgia Power is offering **\$9690** upon receipt of the Easement that has been signed by you (please note that the Easement must also be signed by a witness and a notary public).

Your property's evaluation is based on the following:

a. Total Acreage of Property	1.02 acres
b. Easement Area	.06 acres (plus .16 ac remainder)
c. Price per Acre	\$150,000
d. Easement Rights Factor	85%
e. Total Assessed Value	<u>\$9690</u>

I will continue to be available to answer any questions you may have concerning the transmission line or this proposal. If you have questions, please call me at **770-345-3625** or **404-936-0760** or email me at: x2rmills@southernco.com.

Best regards,
Rhonda Millsaps
Land Agent

Name: _____ Date _____
Title: _____

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

PROJECT 2019050257	LETTER FILE	DEED FILE	MAP FILE
ACCOUNT NUMBER	69596-VBS-0-23881Z-6020NA-GT001-35000000-0		
NAME OF LINE/PROJECT:	O'HARA - RIVERDALE 115 KV TRANSMISSION LINE (KING STREET) STRUCTURE #15 VALLEY HILL ROAD TO KING STREET SUB (VALLEY HILL ROAD TO U.S. 41 TO KING STREET SUBSTATION)		
PARCEL NUMBER	085		

STATE OF GEORGIA
 CLAYTON COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, URBAN REDEVELOPMENT AGENCY OF THE CITY OF JONESBORO, GEORGIA (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is CITY HALL, 124 NORTH AVE, Jonesboro, GA 30236, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 152 SMITH ST, JONESBORO, GA 30236 (Tax Parcel ID No. 13241A A012) in Land Lot 241 of the 13 District of Clayton County, Georgia.

The "Easement Area" is defined as the portion of the Property more particularly shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the "Facilities") upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to others; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all

PARCEL 085	NAME OF LINE/PROJECT:	O'HARA - RIVERDALE 115 KV TRANSMISSION LINE (KING STREET) STRUCTURE #15 VALLEY HILL ROAD TO KING STREET SUB (VALLEY HILL ROAD TO U.S. 41 TO KING STREET SUBSTATION)
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obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person.

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of the Company. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right to install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

PARCEL 085	NAME OF LINE/PROJECT:	O'HARA - RIVERDALE 115 KV TRANSMISSION LINE (KING STREET) STRUCTURE #15 VALLEY HILL ROAD TO KING STREET SUB (VALLEY HILL ROAD TO U.S. 41 TO KING STREET SUBSTATION)
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The Undersigned expressly grants to the Company the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Easement Area (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

The Undersigned warrants and will forever defend the title to the rights, privileges, easements and interests granted herein to the Company against the claims of all persons whomsoever.

[Signature(s) on Following Page(s)]

PARCEL 085 NAME OF O'HARA - RIVERDALE 115 KV TRANSMISSION LINE (KING
LINE/PROJECT: STREET)
STRUCTURE #15 VALLEY HILL ROAD TO KING STREET
SUB (VALLEY HILL ROAD TO U.S. 41 TO KING STREET
SUBSTATION)

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the URBAN REDEVELOPMENT AGENCY OF THE CITY OF
presence of: JONESBORO, GEORGIA

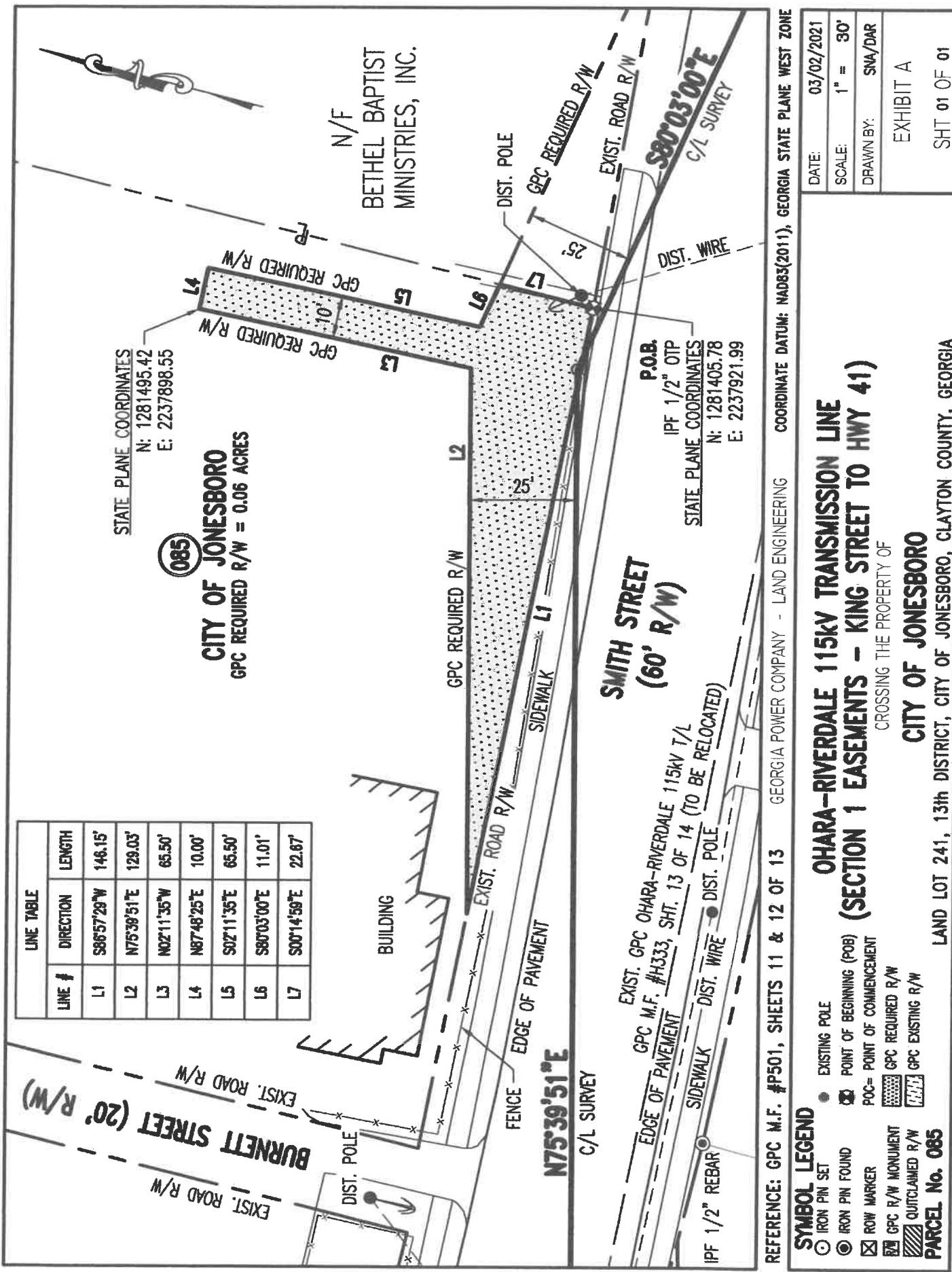
Witness _____

By: _____ (SEAL)
Name:
Title:

Notary Public _____

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]





Taxpayer Identification Number Request

Form W9

Attention: RHONDA MILLSAPS

Office Use Only:

2019050257-085

Name of Line:	Ohara Riverdale 115kV Transmission Line (King Street)		
Project Number:	2019050257	Parcel Number:	085
Seller Name:	Urban Redevelopment Agency of the City of Jonesboro, GA		
Closing Agent:	X2RMILLS	Closing Date:	____
Check Number:	Gross Proceeds: \$9690.00		
Legal-Land Lot:	241	District:	13
		County:	Clayton

Instructions for U.S. Tax Persons: As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal law requirements, we need certain information from you. Please complete the information requested below and return the form to the Georgia Power Land Acquisition Agent or to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you.

Part 1 Tax Status

Instructions: Check ONE box only and provide your complete name and Taxpayer Identification Number

<input type="checkbox"/> U.S. Resident Individual:	Individual's Name	Individual's Social Security Number
---	-------------------	-------------------------------------

A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.

<input type="checkbox"/> U.S. Sole Proprietor:	Business Owner's Name	Owner's Social Security Number
	Business or Trade Name:	Or Employer's Identification Number

A partnership may have a "doing business as" trade name, but the legal name is the list of the names of the partners.

<input type="checkbox"/> U.S. Partnership, Limited Liability Co. (LLC), Trust or Estate:	Name of Partnership/ LLC/ Trust/Estate (As shown on your tax forms)	Employer Identification Number
	Partnership's Legal Name (Name of first partner):	____

A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.

If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your U.S. tax election on IRS Form 8832, Entity Classification Election

<input checked="" type="checkbox"/> U.S. Corporation, <input type="checkbox"/> Tax Exempt Org, Federal, State or Local Gov't. Agency:	Name of Corporation or Entity Urban Redevelopment Agency of the City of Jonesboro, GA	Employer identification Number
--	--	--------------------------------

Part 2 Exemption If exempt from 1099 reporting, circle your qualifying exemption reason below.

1. Corporation
2. Tax Exempt Charity under 501(a), or IRA
3. The United States or any of its agencies or instrumentalities
4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
5. A foreign government or any of its political subdivisions
6. Other _____

Under penalties of perjury, my signature certifies that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a U.S. resident alien). The IRS defines a U.S. person as a) U.S. citizen, b) an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia, or c) a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at www.irs.gov.)

If you are a foreign person, do not complete this Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Signature	Name (Typed or Printed)	Title
Date	() Home Phone Number	() Cell/Work Phone Number

Address	City	State	ZIP
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CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

-5

12.5

COUNCIL MEETING DATE

July 12, 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 a non-exclusive license agreement by and between Courtware Solutions, Inc. and the City of Jonesboro to upgrade the current technology system utilized by Municipal Court.

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.)

In an effort to streamline processes, Court Administrator Kelli Duffy is requesting an additional module within our Court Software to help run court in a more efficient manner. The NCIC functionality built into Courtware's Virtual Court Management System (VCMS) is designed to increase office efficiency and reduce duplicate data entry on the part of staff.

At current, the court is importing ticket data from the Police Department. Then someone from the Police Department is spending valuable time re-typing that offender information into a second software to get both the criminal histories and driver's histories. Then those histories are printed and returned to the Court Clerk's office for review and attachment to the case. The NCIC module in VCMS is able to eliminate the need for re-typing offender information and the printing of those histories for review.

The NCIC module in VCMS is able to use the offender information that was imported from the e-ticket data to run an offender's criminal history and driver's history with only a few button clicks. The history information is then saved within the software significantly reducing the need for printing supplies to print that information for court staff. The NCIC module is also able to run these histories in batches instead of one at a time. Court staff will be able to search for a group or batch of tickets that need histories run. Then with only a few clicks, have VCMS run a driver's history or criminal history on all the tickets within that batch and save the results to the individual ticket records for review. This process can even be scheduled to run overnight so the information is ready and waiting for court staff in the morning.

This ability to run histories in batches will make processing tickets for the court staff faster, allow accurate fine information to post to the online payment portal faster, allow offenders wanting to know their fine amounts to look that information up faster, and allow offenders to pay online faster. The group query functionality will also reduce the workload strain on staff. The NCIC module will also provide drivers license query and vehicle registration query functionality for the clerks. This helps when there is a question about driver's license status information, vehicle registration status information, or vehicle insurance status information. Clerks run these queries in VCMS and wont need to request someone from the police department verify the information for them.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

July, 12, 2021

Signature

City Clerk's Office

Fiscal Impact

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

\$.50 per citation/ avg.471 citations/ avg \$250 more a month than what is paid currently. 100-0000-12-12-1580

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

- Courtware New Contract Jonesboro GA JS20210607a (002)

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



NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA
 COUNTY OF: Clayton

Courtware Solutions, Inc. (herein "CSI"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:

City of Jonesboro

(END USER)

124 North Avenue | Jonesboro, GA 30236

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Visual Court Management System (Unlimited User Licenses)	1	Included
Visual Court Management System NCIC – Access (# User Licenses)	3	Included
Online Payment Interface (Unlimited User Licenses)	1	Included
Online Training (Unlimited Users)	1	Included

\$ 5.50 dollars per violation or \$ 1100.00 minimum monthly billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of July 2021 to which witness our hands and seal of office.

Licensee

\s1\

Signature:

Print: Authorized Representative

Title:

Date

\d1\

Courtware

\s2\

Signature:

Print: Jonathan Sampson

Title: Sales Executive

Date: 06/07/2021

Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with CSI and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which CSI is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. CSI shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by CSI to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of CSI. Title and full ownership rights in the Product and modifications and improvements provided by CSI shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or markings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of CSI's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of CSI.
- b. To reproduce CSI's copyright notice on all materials related to or part of the Programs on which CSI displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of CSI.
- d. Any modifications or enhancements to the Program, or any other Program related material provided by CSI to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

CSI's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall CSI be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if CSI has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of CSI, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to CSI all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by CSI and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to CSI. Within ten (10) days of request by CSI, licensee shall certify in writing to CSI that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to CSI. In addition, all documentation, listings, notes or other written material pertaining to the Programs shall be returned to CSI or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. CSI shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay CSI any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

CSI PROVIDES THE PROGRAM "AS IS". CSI MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CSI does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

CSI will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and CSI agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ CSI as an independent Contractor, and CSI agrees to Serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence July 1, 2021 and shall continue to and including July 1, 2022. Client shall have the right and option to continue to receive the services of CSI as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from CSI, this Agreement shall automatically renew for an equal term, unless the Client informs CSI in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify CSI whether or not it desires after the Expiration Date to use the CSI Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSI will assist in the transferring of the Client's data files retained by CSI pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSI. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of CSI's retainer hereunder, CSI shall provide data processing services to the Client and its various departments. CSI agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the CSI software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to by CSI at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSI for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by CSI or commercially exploited by or on behalf of CSI, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing 1 July 2021 the Client shall pay to CSI monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 5.50 per paid violation or a minimum monthly amount of \$ 1100.00, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Client 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to CSI office in Cobb County, Georgia. If the Client shall default in the payments of CSI provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder CSI shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSI shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network.

Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than CSI's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by CSI to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

* Definition of a "Paid" Violation; Any violation in which a payment has been received.

* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by CSI's existing customer base.



COURTWARE

Government Software Solutions

CJA/G-NCJA and Vendor CJIS Network & Data Agreement

This document constitutes an agreement between the

(OA or Governmental NOA)

(ORI)

and

Courtware Solutions, Inc.

(Vendor)

hereinafter referred to as the vendor.

The criminal justice agency (CJA) or governmental non-criminal justice agency (G-NCJA) **that is involved in the administration of criminal justice** and the vendor have a written agreement in which the vendor will provide services specific to the administration of criminal justice that involves either direct or indirect access to data through the Georgia Criminal Justice Information System (CJIS) network.

The vendor shall comply with the Federal Bureau of Investigation (FBI) CJIS Security Policy and the Rules of the Georgia Crime Information Center, O.C.G.A § 35-3-30 et. seq. This agreement incorporates the CJIS Security Policy and the Security Addendum.

If the vendor is performing work on behalf of a G-NCJA, then a brief statement should be included in the area below identifying the agency's purpose and scope of providing services for the administration of criminal justice (see FBI CSP 5.1.1.5 - Private Contractor User Agreements and CJIS Security Addendum).

The vendor shall maintain a list of personnel with access to criminal justice information (CJI) and provide a copy to the CJA or G-NCJA upon request. Vendors whose services enable access to the CJIS network shall maintain a current network topology diagram that meets the FBI CJIS Security Policy requirements and provide a copy of the diagram to the CJA or G-NCJA upon request.

The CJA or G-NCJA reserves the right to terminate this agreement, with or without notice, upon determining the vendor has violated any applicable law, rule or regulation or has violated the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth.

OA or G-NOA Signature

Print Name

Date

Vendor Address:

David Hamil

Vendor Signature

David Hamil

Print Name

Date



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

- 6

COUNCIL MEETING DATE

July 12, 2021

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

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

Council to consider approval of a quote in the amount of \$ 63,784.00 to purchase a box truck for the purpose of storage and transport of tables and chairs. Further, Council to authorize the City Manager to perform the necessary acts to purchase this vehicle under the auspices of the GMA Lease Pool.

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

Dollar Amount Exceeds Departmental Level

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

Yes Transportation Infrastructure

Summary & Background

DEPARTMENT: Public Works

MEETING DATE: 07-12-2021

PREPARED BY: Brandon Hermsmeier, Interim Public Works Director

TITLE: Vehicle Purchase from Ryder Truck sales not to exceed \$63,784.00

OBJECTIVE: To authorize the purchase of a box truck from Ryder Truck Sales in an amount not to exceed \$63,784.00

BACKGROUND: The Public Works Department is responsible for the operations of the City's general motor fleet, which includes vehicles to support Public Works utilities and community services. An assessment for fiscal year 2021 has identified the need to purchase a box truck. This box truck will be used in the transportation of chairs and tables to and from city events. Staff has assessed the functional needs and usage of this vehicle for its planned functions.

ANALYSIS: City staff has specified the desired vehicle and solicited cost proposals from Ryder Truck Sales. As a matter of due diligence, staff has also solicited cost proposals from several local vendors. On the vehicle identified for purchase, Ryder Truck Sales, was able to provide an overall lower cost. As such, staff is requesting authorization of a purchase order to Ryder Truck Sales with a total cost not to exceed \$63,784.00.

RECOMMENDATIONS: Staff recommends that the City Council approve the purchase of this vehicle from Ryder Truck Sales.

COUNCIL ACTION REQUIRED: If the City Council concurs, the appropriate action would be a motion to approve the purchase of this vehicle as identified in the Agenda Report from Ryder Truck Sales in an amount not to exceed \$63,784.00.

Fiscal Impact

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date July, 12, 2021	
Signature	City Clerk's Office	

The cost of this vehicle will not exceed \$63,784.00. Funding will come from GMA leasing program.

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

- Vehicle Quote - Ryder - Box Truck

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

Approval



5255

12.6.a

Used Vehicle Sales**Sold To:**

CITY OF JONESBORO
124 NORTH AVE
JONESBORO, GA 30236-0000
(678) 794-3215

Vehicle Number: 546735
Serial Number: 3ALACWDT3EDFV8529

Date Sold: 6/28/2021

Please remit payment to:

Ryder Exchange, LLC
5865-A FULTON INDL BLVD SW
ATLANTA, GA 30336
(404) 349-8355
EBONY SCOTT

Vehicle Specs - Major Components Sold

	Year	Make	Model	Body Type	Body Length
Chassis	2014	FRTL	M2 106		
Body	2013	MORG	GVSD97-26/102	ALUMINUM VAN	
Liftgate	2013	MAXO	GPT-3		26

Sales Price: 59,600.00

Unexpired FHVUT: .00

Unexpired License: .00

Sales Taxes: 3,934.00

Additional Charges (A) 250.00

Odometer Reading: 95,210 miles

Less: Payment(s) Received (.00)

Total Payment Due: \$ 63,784.00

Odometer Disclosure Statement

Federal law (and State law if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. Transferor states that the odometer now reads 95,210 miles and to the best of its knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading (2) I hereby certify that the odometer reading is NOT the actual reflects the correct amount of mileage in excess of its mechanical limits. mileage. WARNING - ODOMETER DISCREPANCY

The undersigned transferee certifies that (s)he has received a copy of the above Odometer Disclosure Statement.

Transferee's Signature: Purchaser

Print Name

By: _____
Transferor: Ryder**Assumption of Risk of Loss**

The UNDERSIGNED hereby assumes the risk of loss from any physical damage, theft, or loss of or to the Vehicle that occurs on the earlier of (i) such time as the Purchaser removes the Vehicle from the Transferor's premises or (ii) the Transferor's close of business on the Date Sold.

Transferee agrees to comply with all applicable export laws and regulations of the United States, which may prohibit the export of the Vehicle to certain parties or for certain uses.

Transferee's Signature: Purchaser

Print Name

June 28, 2021
Date Sold**Agreement and Bill of Sale**

IN CONSIDERATION of the Sales Price, Ryder Vehicle Sales, LLC ("Ryder"), and where title is held by Ryder Truck Rental, LT, Ryder, on behalf of Ryder Truck Rental, LT, hereby agrees to bargain, sell and convey to the Purchaser and Purchaser agrees to purchase the above described vehicle ("Vehicle") on the earlier of (i) such time as the Purchaser removes the Vehicle from the Transferor's premises or (ii) the Transferor's close of business on the Date Sold. Notice is hereby given that the rights (but not obligations) of Ryder under this Agreement and Bill of Sale have been assigned to Ryder Exchange, LLC pursuant to the Master Exchange Agreement among Ryder Truck Rental, Inc, Ryder Exchange, LLC and the other parties named therein. EXCEPT AS EXPRESSLY PROVIDED IN A WRITTEN LIMITED WARRANTY AGREEMENT EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF RYDER, THE VEHICLE IS SOLD AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE APPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RYDER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE.

Transferee's Signature: Purchaser

Print Name

By: _____
Transferor: Ryder



Vehicle Number: 546735
Serial Number: 3ALACWDT3EDFV8529

Used Vehicle Sales - Bill of Sale

Attachment A - Total Payment Details

CITY OF JONESBORO

Receipt Information

Invoice Number: 546735
Receipt Amount: _____
Receipt Date: _____
Check Number: _____
A/R Number: 3274 - 700000

Sales Price	59,600.00
Sales Tax	
Ga - TAVT	3,934.00
Total Sales Tax	3,934.00
Additional Charges	
Administrative Fee	95.00
Document Preparation	155.00
Total Additional Charges	250.00
Total Payment Due	63,784.00
Payment(s) Received	
Net Payment Due	63,784.00



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

-7

12.7

COUNCIL MEETING DATE

July 12, 2021

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Chief Henderson

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

Council to consider approval of Budget Amendment #21-003 regarding the CJCC Training Grant in the amount of \$62,500.

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

Approval of Budget Amendment for CJCC Grant

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.)

It is recommended that the attached budget amendment be approved in order to properly account for the receipt and expenditure of Criminal Justice Coordinating Council grant funds. Acceptance of the grant was previously approved by the Council on June 14, 2021. The grant is being used to purchase a Virtual Training Simulator System for the Police Department.

Fiscal Impact

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

The cost of the Virtual Training Simulator System is \$62,500 which if fully funded by the grant.

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

- Budget Amendment 21-003

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

July, 12, 2021

Signature

City Clerk's Office

CITY OF JONESBORO
FY 2021 BUDGET AMENDMENT

DEPARTMENT: Police Department

DATE: 07/08/21

FUND: 100

Amendment Number
<u>21-003</u>

BUDGET AMENDMENT RECOMMENDATION

Dept.	Account Number	Account Name	Original Budget	Amended Budget	Net Change Budget	Remaining Budget		
	33-6021	2021 CJCC Training Grant	\$0.00	\$62,500.00	\$62,500.00	\$62,500.00		
TOTAL			\$0.00	\$62,500.00	\$62,500.00	\$62,500.00		

INCREASE TO:

Dept.	Account Number	Account Name	Transfer Amount	Original Budget	Amended Budget	Expenses to Date	Current Balance	Amended Balance
3200	54-2000	Capital Outlay - Equipment	\$0.00	\$0.00	\$62,500.00	\$0.00	\$0.00	\$62,500.00
TOTAL			\$0.00	\$0.00	\$62,500.00	\$0.00	\$0.00	\$62,500.00

JUSTIFICATION: On June 14, 2021 the Council approved acceptance of the 2021 Criminal Justice Coordinating Council (CJCC) Grant for \$62,500. The grant will be used for the purchase of a Virtual Training Simulator System. This budget amendment is for the purpose of establishing the appropriate revenue and expense line items in the Fiscal Year 2021 Budget for proper recording of the grant.

Department Director: <i>Jimmy P. Henderson</i> Date: <i>July 8, 2021</i>	City Clerk Recommend Approval: Yes / No Date:	Mayor Recommend Approval: Date:	City Council Meeting Date: _____ Action: _____ City Clerk: _____
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CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

-8

12.8

COUNCIL MEETING DATE

July 12, 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 use of Lee Street Park by Alfred Dixon for an event to be held on Sunday, July 25, 2021 from 4:00 p.m. until 9:00 p.m.

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.)

Councilman Alfred Dixon is requesting the use of Lee Street Park for a Family Matters event to be held on Sunday, April 21, 2021 from 4:00 p.m. until 9:00 p.m.

Based upon the information submitted, the Vision for the event is "to foster a collaborative relationship between our City, schools, residents and businesses."

Mission Statement:

The community-focused Family Matters is geared to unite educators, community leaders, members, and the families in the community to provide academic updates and information regarding our youth. This day is planned to be fun-filled featuring grilled food, family activities, live entertainment, school supplies, and community resource vendors and much more.

Based upon the Lee Street Park Rules & Regulations, any fee waivers require the approval of Mayor & Council.

Conditions of approval:

- Applicant shall provide a Certificate of Insurance listing the City of Jonesboro as additional insured
- Applicant shall be responsible for funding one (1) Police Officer for the duration of event
- Applicant shall be responsible for insuring that all event trash is placed in the proper receptacles.

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.)*

- Lee Street Park Rental - Alfred Dixon (Family Matters Event)

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

Council Approval Required

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

July, 12, 2021

Signature

City Clerk's Office



CITY OF JONESBORO

RECEIVED

JUN 23 2021

Office of the City Manager

*Alfred
Dixon*

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

7.25.21



Lee Street Park

155 Lee Street
Jonesboro, Georgia 30236
www.jonesboroga.com

For additional information, please contact City Hall at (770)478-3800
Monday – Friday, 8:00 a.m. – 5:00 p.m.

APPLICATION FOR A SPECIAL

GENERAL RENTAL INFORMATION

PLEASE NOTE:

As with all our parks, reservations include only the area you have specifically requested. The activities of your event must be contained to the area reserved. The remainder of the park is still available to the general public to enjoy. There is no designated parking for event reservations. Please plan accordingly.

RENTAL INFORMATION:

- Handicap accessible.
- Available daily, unless prior reserved.
- Available rental hours are between 8am – 11:00 pm unless otherwise approved
- Reservations may be made up to 1 year in advance, but no less than 30 days prior to use, unless they do not require supplemental documentation.

THE FACILITY OFFERS THE FOLLOWING AMENITIES:

- Farmers Market Area w/ Electrical Outlets
- Large Amphitheatre Stage
- Small Stage to Accommodate Smaller Events
- Covered Pavilion
- ___ Capacity Limit
- Recycling & Garbage Receptacles
- Park Benches
- Wheelchair Accessible

FEES AND RETURN POLICY

The Reservation fee is determined by the "Facility Rental Rate" chart located below. All renters pay a **Non-Refundable Cleaning Fee of \$50, and a Refundable Deposit as indicated below**. The refundable Deposit is to offset potential damage costs. If there is no damage, the deposit will be automatically refunded within five (5) business days after your reservation. To hold a reservation date, the Cleaning Fee, and Refundable Deposit (\$550) must be paid at the time of request. The **Reservation Fee** must be paid 30 days prior to the reservation date listed on the application.

Facility Rental Rates

Type of Event:

*3 Hour Minimum

Large Amphitheatre Small Amphitheatre Farmers Market Area

Rate I	Rate II	Rate III
		• Open or closed to public
		• Generate NO sales
		• NO Admission/Entry Fee
		• NO Concessions
		• NO Sponsor Signage
		All
		• \$200 per hour
		• \$500 Refundable Deposit
		• \$100 per hour
		• \$300 Refundable Deposit
		• \$50 per hour
		• \$100 Refundable Deposit

APPLICATION FOR A SPECIAL

Pavilion Rental

Type of Event: *3 Hour Minimum

Pavilion

- \$50 per hour
- \$20 per additional hour
- \$150.00 Refundable Deposit

Rate I	Rate II	Rate III
• City Resident	• Non Resident	• County School • Government Entity

Cancellations received 30 days or more prior to the reservation date will receive a refund of all fees. If the applicant fails to provide at least 30 days cancellation notice, 20% of the Reservation Fee will be deducted before the refund is issued. Changes made to the reservation, 30 days or less from the original reservation date, will be charged 10% of the original reservation fee. We will accommodate any minor changes to the reservation with less than 7 days notice, major changes no less than 30 days notice.

INSURANCE POLICY

If the applicant is using either of the Amphitheatre Areas (Large and/or Small Stage) for any of the activities listed below, and/or the activity includes more than 100 people, the applicant shall submit a Certificate of Liability Insurance in the amount of at least \$2,000,000 per occurrence with an endorsement naming the City of Jonesboro as an additional named insure before the application is approved.

1. Sale of Alcohol, food, beverages or souvenirs.
2. Event open to the General Public
3. Conducting Business (*trade shows*).
4. Involving animals
5. Non-Sanctioned sporting event.

ALCOHOL

- Only Beer and Wine can be served.
- Permission to serve and/or sell alcohol is only granted if:
 1. Services is done by a Licensed Alcohol Caterer and/or State of GA permitted Alcohol Server.
 2. Service must be done in a designated, monitored area.
 3. A Certificate of Liability in the amount of \$2,000,000 must be obtained and must include Host Liquor Liability.
 4. A City of Jonesboro Alcohol Permit must be approved.

APPLICATION FOR A SPECIAL EVENT

5. If alcohol will be sold or included as part of an admission price, permission will be granted if:
 - a. Jonesboro Temporary Sales License is obtained. It must be displayed or made available upon request during the scheduled event.
6. The consumption of alcohol is restricted to the area of the park that has been reserved.

7. The City Clerk must receive copies of the required documents 30 days prior to the event.
8. The State of GA Caterer License and/or Jonesboro's server's permit must be available upon request during scheduled event.
9. If found to be in violation of any of the above mentioned requirements, the City reserves the right to terminate alcohol service.

FOOD

- The City of Jonesboro is not responsible for health issues related to any food consumed at the event.
- Caterers are required to show proof of current Food Handlers Permit from Clayton County Board of Health.
- Individuals or groups planning to provide food at a public event, where it is prepared or served for consumption, are required to have proof of current Food Handlers Permit.

DECORATIONS

- Use of scotch tape or masking tape is not permitted on any walls throughout the Park.
- ABSOLUTELY NO bird seed, metallic confetti or rice, it's harmful to our environment.
- Candles are limited to those in glass bowls, where the flame is no higher than the glass.
- No signs or decorations shall be affixed to any trees, utility poles, buildings, or structures unless the City provides prior approval.

SEATING AND USE OF TENTS

- Extra seating and tents are the responsibility of the applicant.
- If seating is requested for any location on the lawn or amphitheater, only lawn or san-chair style seating is allowed. (This is a result of other chair puncturing the ground and damaging the irrigation system.)
- Tents requested for the lawn must be tethered down by weights, not by stakes. If weighted with water, the City of Jonesboro is not responsible for providing the water.

MUSIC

- Use of amplified sound requires adherence to City of Jonesboro Code of Ordinances, which requires that music or sound must be contained within the boundaries of the park. We reserve the right to check decibel level at the boundaries of the park.

CLEAN UP PROCESS

APPLICATION FOR A SPECIAL

The applicant is responsible for removal of all decorations and any items of property brought to the Park. Trash shall be deposited in appropriate receptacles. If there is more trash than the receptacles will allow, the applicant is responsible for removal of trash from the grounds. Prior to leaving the facility, the applicant is responsible for cleaning and placing in order all areas used. If the site is left in good condition and no damage has occurred, the Deposit will be refunded within five (5) business days after the reservation fee. Any additional costs for clean up or damage above and beyond the Deposit amount shall be paid by the applicant.

APPROVAL OF APPLICATION

The City Clerk and Mayor will determine if the reservation request is appropriate for the facility. **Reservations are not confirmed until all required documents, full payment of all fees and deposit have been received.** The City may cancel or deny the application of any person or group when it is determined by the City that the proposed use of the facility will not be in the interest of the City. A copy of the approved permit will be provided to the applicant and notice of the event will be forwarded to the applicant.

Police & Public Works Departments.

WEDDINGS / LARGE SPECIAL EVENTS

- Mandatory meeting with City Clerk prior to event & application approval.
- Reservation time increase to 10pm for clean-up only.
- Only one event scheduled per day within 9am – 9pm time frame, as opposed to two per day for normal reservations.

SECURITY

One (1), off-duty, City of Jonesboro Police Officer, when available, must be provided by the renter for every 100 persons. The Officer shall be compensated \$35 per hour. The name of the Officer(s) assigned, must be provided to the City Clerk no later than seven (7) days prior to the event.



CITY OF JONESBORO 124 North Avenue
Jonesboro, Georgia 30236
www.jonesboroga.com

APPLICATION FOR A SPECIAL

Attachment: Lee Street Park Rental - Alfred Dixon (Family Matters Event) (1929 : Lee Street Park - Family Matters Event (Dixon) 2021)

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

Area(s) Requested (Please Check)

Large Amphitheater Small Amphitheater Market Area
 Pavilion

Organization Name (<i>If Applicable</i>)	Person Responsible for Reservation: Alfred Dixon
Address: 190 N McDonough St	Home Phone #: Other Phone #: 6788511869
City/Zip Code: Jonesboro 30236	Email Address: alfreddixoniii@gmail.com
<p>Day of Week (circle): M T W TH F S SU REQUESTED DATE: <u>Sunday, July 25, 2021</u> Reservation - START TIME: <u>4:pm</u> AM/</p> <p><i>(including set-up) END TIME: <u>9pm</u> AM/PM (Including clean-up)</i></p> <p>Event Name: <u>Family Matters 2</u> Total Expected Attendance:</p> <p><u>200</u> Contact Person on Day of Event: <u>Alfred Dixon</u> Contact # or</p> <p>Day of Event: <u>6788511869</u></p> <p>Type of Activity:</p> <p><input type="checkbox"/> Birthday Party <input type="checkbox"/> Company Picnic <input type="checkbox"/> Concert <input type="checkbox"/> Fundraiser <input type="checkbox"/> Wedding <input checked="" type="checkbox"/> Other <u>Community Event</u></p> <p>This event will be: (check all that apply)</p> <p><input type="checkbox"/> Closed to the public/invited guest only <input checked="" type="checkbox"/> Open to the public <input type="checkbox"/> Generating Sales (<i>i.e. admission fees, concessions, or entry fees</i>)</p> <p><input checked="" type="checkbox"/> Use of Electricity</p> <p>Please indicate any other special assistance from our Public Works Department you will need (ex. Extra garbage receptacles, etc..): <u>No special assistance requested from the Public Works Dept.</u></p> <p>_____ _____ _____</p>	

APPLICATION FOR A SPECIAL

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

* Number of Performers: n/a Performer Name(s) n/a Performance Type:

n/a Will sound amplification be used? No Yes*

* Start Time: 4pm End Time: 8pm Describe Sound equipment used: DJ, SPEAKERS,

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

*Describe Equipment used: TENTS AND TABLES FOR COMMUNITY RESOURCE VEND
Will you request any str

Closures or alterations? No Yes* (Time of Closure or Alteration: AM/PM to AM/PM) *Location/Affected Str

N/A

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

*Please check all that apply: Free/Host Alcohol Alcohol Sales Host & Sales Beer Wine Provide the name of the licensed bartender/caterer to serve the alcoholic beverages.

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

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

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

*What type of food and/or refreshments will be served? GRILLED FOOD COLD DRINKS

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

*Caterer Name: N/A Address: _____ Contact #: _____

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

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

Who will prepare the food being served? Caterer* Other: CAMERON DIXON *Do

the caterer have a current Food Handlers Permit? No Yes

A copy of the following supplement documents are required:

Proof of Liability Insurance - Due Date: _____ Received On: _____ Proof of Host Li
 Liability Insurance - Due Date: _____ Received On: _____ City Approved Alcohol Pe
 - Due Date: _____ Received On: _____ Jonesboro Temporary Sales License - Due D
 _____ Received On: _____ Current Food Handlers Permit - Due D
 _____ Received On: _____

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

APPLICATION FOR A SPECIAL

Fee Computation: *Office Use Only*

Refundable Deposit: \$ _____ Cleaning Fee: \$ _____
 \$ _____ Security Fee: \$ _____ Amphitheatre: _____
 _____ hrs. @ \$ _____ per hour: \$ _____ Small
 Amph.: _____ hrs. @ \$ _____ per hour: \$ _____
 Pavilion: _____ hrs. @ \$ _____ per hour: \$ _____
 Market Area : _____ hrs. @ \$ _____ per hour: \$ _____
 Other _____ : \$ _____ **Total Amount Due: \$ _____**

Payment Information: *Office Use Only*

Cash Check # _____ Visa M/C Discover
 Cardholders Name: _____
 Card Number: _____ Expires: _____

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

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

Approved for use Denied for Use

Comments/Notes: _____

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

APPLICATION FOR A SPECIAL

STATEMENT OF USER RESPONSIBILITY

For Lee Street Park Rental

PARK USE

In consideration for the use of the City of Jonesboro Park Areas and Facilities, all users agree to the following: 1. The user assumes responsibility and liability for losses, damages and claims arising out of injury or damage to the user's display, equipment and other property brought onto the premises of the City facility reserved and shall indemnify and hold harmless the City from any and all such losses, damages and claims arising out of such use.

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

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

I have read, understand, and accept all procedures and regulations placed upon me for the rental of the listed rental location. I further acknowledge that I am 18 years of age or older and I understand that failure to comply with the established facility use guidelines (and within the established time frames), puts my me or event at risk of cancellation.

ALFRED DIXON

(Print Name)

ALFRED DIXON

(Sign Name)

6/23/21

(Date)

(Notary Public)

APPLICATION FOR A SPECIAL **NET** IT

TO MAYOR AND COUNCIL:

I am requesting a fee waiver for the now 2nd Annual Family Matters Festival to take place July 25, 2021 4:00 p.m. - 8:00 p.m. In our past year (pre COVID-19), we've had the opportunity to care for hundreds of children and their families. This festival is geared to unite our community, bridge the generational gap, a present resources that will enhance the quality of life here in Jonesboro and Clayton County.

This fun-filled evening will feature a community / celebrity kickball tournament, grilled food, cold dri live entertainment, school supplies, haircuts/hairstylist, glitz /glam stations, local school and community resource vendors, as before. We have been able to provide these services to our community at no cost w support of our local businesses.

Alongside the waiver there are additional ways your organization can support this community initiative. Please consider the options below:

- YES, My organization will participate in the kickball tournament.
- YES, My organization will participate by conducting on the spot interviews/ hiring.
- YES, My organization will participate by being a sponsor, donor or resource vendor
- NO, I am unable to participate at this time.

I hope to hear from you all soon.

Take Care,

Alfred Dixon



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

- 9

COUNCIL MEETING DATE

July 12, 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 the following appointment to the Jonesboro Beautification Commission:

- Michael W. Padgett – (306B West Avenue Jonesboro, GA) – to fill the unexpired term of Billy Gardner. Term to expire, October 10, 2022.

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

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

Yes Beautification

Summary & Background

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

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

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

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

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

- Michael W. Padgett (306 B. West Avenue) – to fill the unexpired term of Bobby Gardner. Term to expire, October 10, 2022.

About Mr. Padgett – In an interview with Mr. Padgett, he disclosed with City Manager Clark the following:

- *Has lived in Jonesboro for 19 years*
- *Retired School Teacher*
- *Active in his church, Community Bible Church*
- *Leads Bible Study Class, volunteers at Food Bank*

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date July, 12, 2021	
Signature	City Clerk's Office	

- *Hosts a homeless cookout on the 1st of every month.*
- *Loves Lee Street Park & Broad Street*
- *Feels safe, comfortable with community and walks his grandkids around the City all the time.*

I, City Manager Clark, based upon the interview with Mr. Padgett, recommend him for appointment to the Beautification Commission and feel that he will be a strong asset to this working group.

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

Fiscal Impact

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

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

- Michael Padgett - Beautification Commission Application - 2021

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

CITY OF JONESBORO, GEORGIA



OFFICE OF THE CITY MANAGER

Ricky L. Clark, Jr.

124 NORTH AVENUE, JONESBORO, GEORGIA 30236

Commission, Board, and Committee Application Form

Note to applicants, including incumbents: After submitting a completed application to the City Manager's Office you will be required to attend a meeting to be interviewed. You will be advised of the date and approximate time of the meeting when you will be interviewed and your application considered. Please type or print legibly below.

Legal Full Name: Michael W. Padgett Date of Birth: 12/04/1954
 Other Names/Nicknames Used: _____ E-mail: mpad1254@gmail.com
 Present Mailing Address: 306 B West Ave Years at Address? 18

Legal residence :(if different from above) _____

Home Phone: _____ Business Phone: _____ Cell Phone: 678-908-4732

Employer: Refined Years of Service: _____

Employer Contact Person and Phone: _____

Are you a legally registered voter in the City of Jonesboro ? Yes No

Position (Commission, Board or Committee) applying for: 1) BEAUTIFICATION COMMISSION

2)

Please tell us how you want to serve in this capacity. List qualifications which may be beneficial to this position.

(Use space below or attach additional sheet.)

HE WANTS TO BE A PART OF WHAT IS HAPPEN HERE FOR THE CITY, WITH THE EFFORTS TO KEEP THE CITY CLEAN.

By signing here you acknowledge: All information provided is accurate and complete to the best of your ability; and, you understand the City Council has the authority to remove members appointed by them in accordance with the City Charter, as applicable, for misrepresentation of any statement made on this application.

Sign here: Michael Padgett Date: 3/29/2021

City Manager's Use Only

Notified by (phone, e-mail, etc) _____ to attend Council meeting on 1/1/2021 (date)
 Notification by (staff) _____ Term of appointment (to-from) _____
 Voter registration verified by(staff person) _____ Date 1/1/2021
 For incumbents—attendance during the past year (provide numerical information) _____



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

12.10

- 10

COUNCIL MEETING DATE

July 12, 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 Application 21ALCSUB-001, as submitted by Taylor'd Events, requesting an alcohol sub-permit for the "Miami Day in the A" Event to be held on July 31, 2021 beginning at 2:00 p.m. Said event is to be held at Lee Street Park.

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

Pursuant to Section 58-59, Alcohol Sub-Permits Must be Ratified by Mayor & Council

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.)

Taylor'd Events, located at 8092 Green Garden Drive Riverdale, GA is requesting to be granted an Alcohol sub-permit license to be an alcohol vendor for the Miami in the A Event to be held on July 31, 2021 beginning at 2:00 p.m.. Pursuant to Section 58-59 of the Code of Ordinances of the City of Jonesboro. No alcohol may be served and/or sold at any outdoor event unless the host receives an alcohol sub-permit. Where the outdoor event occurs in a park, the only type of outdoor event eligible for an alcohol sub-permit is an outdoor festival. Alcohol is not permitted in parks absent a permitted outdoor festival alcohol sub-permit.

At current the applicant meets all requirements set forth for the sub-permit. The applicant has passed the background check performed by the Jonesboro Police Department. In addition, the applicant has been cleared through our E-Verify system. Upon checking with the Clayton County Licensing Department, the applicant has not had any beer/wine/distilled spirits violations.

Should Mayor & Council approve of the sub-permit, staff is requesting that the applicant be required to ensure that all id's are checked properly and that wristbands are used to distinguish those that can legally consume alcoholic beverages. Applicant will not be allowed to have any glass products or bottles.

Fiscal Impact

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

Application Fee - \$50

Sub-License Fee - \$250

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)*

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

July, 12, 2021

Signature

City Clerk's Office



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item

12.11

- 11

COUNCIL MEETING DATE

July 12, 2021

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date July, 12, 2021	
Signature	City Clerk's Office	

3. As required by Section 6-39, the applicant has submitted the required land survey. Per Section 6-39, for those establishments selling malt beverages and/or wine but no distilled spirits, a distance of no less than 100 yards from any school, church or education building is required. The survey presented shows that the nearest church (Premiere Eglise Baptist) is 254 yards away, nearest school (Lee Street Elementary) 178 yards away, nearest Alcohol Treatment Center (5102 Yards away).

Fiscal Impact

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

Liquor License Cost - \$4500

Application Fee - \$500

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

- Nouveau Bar and Grill - Legal Notice July 2021
- Hearing Sign

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

Legal Notice

An application has been submitted to the City of Jonesboro Mayor and City Council for an Alcohol Beverage Pouring license to dispense beer, wine & distilled spirits at 103 West Mill Street, Jonesboro, Georgia 30236. The legal business name is Nouveau Jonesboro LLC. Ebony Austin has requested to be the License Representative. The application will be granted or denied by Mayor and City Council at 6:00 p.m. on July 12, 2021. The required Public Hearing will also be held at that time. The meeting will be held at the Jonesboro Police Department located at 170 South Main Street.

Ricky L. Clark, Jr.
City Manager

Publish 6/16/2021

CITY OF JONESBORO, GEORGIA

Public Hearing Notice for:
Alcohol Beverage License Application
to Dennis (Derek) Alan
Hartman (Derek), LLC, Business Name is French's
LLC, Business Address is Newlette, Louisiana
110 SOUTHLAND STREET, JONESBORO, GEORGIA

DATE: 7/2/2018 TIME: 6:00 P.M.
FOR MORE INFORMATION PLEASE CONTACT CITY HALL AT 770-478-3800

CITY OF JONESBORO, GEORGIA

PUBLIC HEARING FOR:

Alcohol Beverage Pouring License To Dispense Beer, Wine,
And Distilled Spirits At 103 W. Main St. (Parcel No.
(3241D B005). Legal Business Name Is Nouveau Jonesboro,
LLC. Ebony Austin Is The License Representative.

LOCATION

170 SOUTH MAIN STREET, JONESBORO, GEORGIA 30236

DATE: 7-12-21 TIME: 6:00 PM

FOR MORE INFORMATION, PLEASE CONTACT CITY HALL AT 770-478-3800



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

12.12

-12

COUNCIL MEETING DATE

July 12, 2021

Requesting Agency (Initiator)

Police

Sponsor(s)

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

Council to consider approval of the resolution of the following five (5) vehicle forfeitures:

1. **2003 Ford Taurus**, VIN 1FAFP56U97A177444. Civil Action # 2021CV02000-11, Jonesboro Case # 20-02-00721.
2. **2007 Ford Taurus**, VIN 1FAFP56U97A177444. Civil Action # 2021CV02000-11, Jonesboro Case # 20-02-00721.
3. **2015 Kia Rio LX**, VIN KNADM4A38F6442386. Civil Action # 2020CV0256-10, Jonesboro Case # 20-06-00279.
4. **2009 Honda Civic**, VIN 2HGFA165X9H541597. Civil Action # 2021CV02002-10, Jonesboro Case # 20-09-00717.
5. **2007 Mazda B2300** Pickup Truck, VIN 4F4YR12D37PM05891. Civil Action # 2020CV01749-11, Jonesboro Case # 20-12-00328.

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

Approval of Vehicle Forfeiture Resolutions

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

No

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 was awarded the distribution of the following five (5) vehicle forfeitures:

1. 2003 Ford Taurus, VIN 1FAFP56U97A177444. Civil Action # 2021CV02000-11, Jonesboro Case # 20-02-00721.
2. 2007 Ford Taurus, VIN 1FAFP56U97A177444. Civil Action # 2021CV02000-11, Jonesboro Case # 20-02-00721.
3. 2015 Kia Rio LX, VIN KNADM4A38F6442386. Civil Action # 2020CV0256-10, Jonesboro Case # 20-06-00279.
4. 2009 Honda Civic, VIN 2HGFA165X9H541597. Civil Action # 2021CV02002-10, Jonesboro Case # 20-09-00717.
5. 2007 Mazda B2300 Pickup Truck, VIN 4F4YR12D37PM05891. Civil Action # 2020CV01749-11, Jonesboro Case # 20-12-00328.

The Police Department is seeking the approval of the resolutions on all seized vehicles (SEE ATTACHED).

Fiscal Impact

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

\$73.00 per seized vehicle, totaling \$365.00, which is refundable upon the completion of the seizure. Upon the sale of each vehicle, the Police Department will receive the proceeds. The funds have been allocated to the Police Department's State Drug Fund Account (DEA).

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

- Resolution Civil Action Number 2021CV02001 - PD Case Number 20-02-00721 - 2007 Grey

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

July, 12, 2021

Signature

City Clerk's Office

- 2021CV02001-14-2
- Resolution Civil Action Number 2021CV02000-11 - PD Case Number 20-02-00721 - 2007 Silver Ford Taurus
- 2021CV02000-11
- Resolution Civil Action Number 2020CV025556.10 - PD Case Number 20-06-00279 - 2015 Kia Rio LX
- 2020CV2556-10
- Resolution Civil Action Number 2021CV02002-101 - PD Case Number 20-09-00717 - 2009 Maroon Honda Civiv LX
- 2021CV02002-10
- Resolution Civil Action Number 2020CV01749-11 - PD Case Number 20-12-00328 - 2007 White Mazda B2300 Truck
- 2020CV01749-11

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

Approval

The Jonesboro Police Department seeks the approval of the resolution of the following five (5) vehicle forfeitures:

1. 2003 Ford Taurus, VIN 1FAFP56U97A177444. Civil Action # 2021CV02000-11, Jonesboro Case # 20-02-00721.
2. 2007 Ford Taurus, VIN 1FAFP56U97A177444. Civil Action # 2021CV02000-11, Jonesboro Case # 20-02-00721.
3. 2015 Kia Rio LX, VIN KNADM4A38F6442386. Civil Action # 2020CV0256-10, Jonesboro Case # 20-06-00279.
4. 2009 Honda Civic, VIN 2HGFA165X9H541597. Civil Action # 2021CV02002-10, Jonesboro Case # 20-09-00717.
5. 2007 Mazda B2300 Pickup Truck, VIN 4F4YR12D37PM05891. Civil Action # 2020CV01749-11, Jonesboro Case # 20-12-00328.

The Police Department previously filed seizure paperwork and paid the refundable filing fee of \$73.00/seizure (\$365.00) to the Clayton County Clerk of Superior Court to accept the awarded vehicle. It is the intent of the police department to turn the condemned vehicles over to Propertyroom.com for sale at auction. Upon the sale of the vehicles, the proceeds will be deposited into the Police Department's State Drug Fund Account (DEA). Further, it is requested that the City of Jonesboro accept the refunded filing fee of \$73.00/seizure in U.S. currency.

STATE OF GEORGIA

CITY OF JONESBORO

RESOLUTION NO. 2021 -

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ACCEPT \$73.00 DOLLARS IN U.S. CURRENCY AND A CONDEMNED MOTOR VEHICLE THAT IS TO BE SOLD AT AUCTION THROUGH PROPERTYROOM.COM; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, The City of Jonesboro Police Department filed seizure paperwork on a 2007 Grey Ford Taurus, VIN 1FAFP56U97A177444. Said vehicle was awarded to the City of Jonesboro by Superior Court Judge I. Mack Jr. on the 10 day of June 2021. Civil Action Number 2021CV02000-11, Jonesboro Police Case Number 20-02-00721; and

WHEREAS, the City Council deems it in the best interest of the City to accept this condemned vehicle and to auction it off through PropertyRoom.com. and for the proceeds to be deposited into the Police Department's State Drug Fund Account.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

OF JONESBORO, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. The City Council hereby authorizes the City of Jonesboro to accept the U. S. Currency and the condemned motor vehicle. The City Council hereby authorizes the Mayor to execute any documents necessary, and otherwise perform all acts necessary to accomplish the intent of this Resolution.

Further, the City Council hereby authorizes the Finance Director to amend the budget where necessary to reflect an appropriate revenue source and expense, all as may be required.

Section 2. This Resolution shall be effective on the date of its approval by the City Council.

SO RESOLVED, this _____ day of _____, 2021.

JONESBORO CITY COUNCIL

Joy B. Day, MAYOR

Pat Sebo-Hand, MAYOR PRO TEMPORE

Billy Powell, COUNCILMAN

Ed Wise, COUNCILMAN

Bobby Lester, COUNCILMAN

Tracey Messick, COUNCILWOMAN

Donna Sartor, PhD, COUNCILWOMAN

ATTEST:

Ricky L. Clark Jr., CITY MANAGER

TASHA M. MOSLEY

District Attorney
Clayton Judicial Circuit



June 11, 2021

Tommy L. Henderson, III, Chief of Police
 Jonesboro Police Department
 170 South Main Street
 Jonesboro, GA 30236

RE: State of Georgia v. 2003 Ford Taurus, VIN# 1FAFP55203A237511
 Potential Claimant: James Dwayne Sego
 Civil Action File No: 2021CV02001-14
 Your Case #: 20-02-00582

Dear Chief Henderson:

Enclosed you will find the Order of final disposition and distribution in the above-referenced forfeiture action. Please refer to the Order and note that the following distributions need to be made within thirty (30) days of the filing date of the order:

First Distribution(s): **\$73.00** - Filing Fee to be reimbursed to Jonesboro Police Department, who paid the filing fee to the Clerk of Superior Court

Second Distribution: **\$192.70** - D.A.'s Office is entitled to 10% of the pool (see order)
Clayton County District Attorney's Office
 Made payable to:
 Send payment to:
 ATTN: Deborah Jones
 Legal Assistant
 Clayton County District Attorney's Office
 9151 Tara Boulevard, 4th Floor
 Jonesboro, GA 30236

Third Distribution: **2003 Ford Taurus, VIN# 1FAFP55203A237511 (FMV \$2,000.00)**
 Distributed **IN-KIND** to Jonesboro Police Department

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Deborah A. Jones, Legal Assistant
 Forfeiture Unit

DAJ

Enclosure

(770) 477-3450

Harold R. Banke Justice Center • 9151 Tara Boulevard, 4th Floor • Jonesboro, GA 30236

Fax (770) 477-4577

FILED
CLAYTON COUNTY, GA
2021 JUN -8 AM 9:46

IN THE SUPERIOR COURT OF CLAYTON COUNTY JACQUELINE D. WILLS
STATE OF GEORGIA CLERK SUPERIOR COURT

STATE OF GEORGIA

Plaintiff,
v.

2003 Ford Taurus, Grey in color, VIN#
1FAFP55203A237511.

Defendant *in rem*

* Civil Action File No.
* 2021CV02001-14
* QUASI-JUDICIAL FORFEITURE
* PURSUANT TO O.C.G.A. § 9-16-11
*

**JUDGMENT AND ORDER OF QUASI-JUDICIAL FORFEITURE
FOR PROPERTY VALUED AT \$25,000.00 OR LESS
AND ORDER OF DISPOSITION AND DISTRIBUTION OF PROPERTY**

The above-styled case is before this Court on the State's *Petition for Order of Quasi-Judicial Forfeiture for Property Valued at \$25,000.00 or Less and Order of Disposition and Distribution of Property* and upon careful review and consideration of the State's petition and attached exhibits, the Court finds as follows:

The State has established a *prima facie* case for forfeiture of the above-described property listed as Defendant *in rem* pursuant to O.C.G.A. § 16-13-49. Said property was appropriately seized pursuant to O.C.G.A. § 9-16-6(b), and said seizure was reported to the District Attorney's Office in accordance with O.C.G.A. § 9-16-7.

Pursuant to O.C.G.A. § 9-16-11, the State posted a *Notice of Seizure of Personal Property Valued at \$25,000.00 or Less* (DANOS 2020-019 - 2003 Ford Taurus, Grey in color, VIN# 1FAFP55203A237511 - James Dwayne Sego); and the State served a copy of the notice of seizure upon the owner, interest holder, and person in possession of the property at the time of seizure pursuant to O.C.G.A. § 9-16-11(b).

The evidence reflects that more than thirty (30) days have elapsed since the dates of service of the notice of seizure and the reimposition of deadlines as stated in the State's petition, and no claim has been received by the District Attorney's Office; therefore,

IT IS HEREBY ORDERED that, pursuant to O.C.G.A. § 9-16-11, all right, title, and interest in the above-described property listed as Defendant *in rem* shall be forfeited to the State of Georgia by operation of law; and

IT IS THE ORDER OF THIS COURT that after the conclusion of the criminal case associated with this seizure, the personal property consisting of methamphetamine and marijuana, and any other property which is required by law to be destroyed or which is harmful to the public, when no longer needed for evidentiary purposes, shall be destroyed or otherwise disposed of in accordance with the provisions of O.C.G.A. § 9-16-19(b); and

IT IS THE FURTHER ORDER OF THIS COURT that pursuant to O.C.G.A. § 9-16-19 the Jonesboro Police Department and/or its representative(s)/designee(s) shall distribute the pool of the above-described property listed as Defendant *in rem*, which consists of the fair market value (FMV) of the vehicle, to wit: 2003 Ford Taurus, Grey in color, VIN# 1FAFP55203A237511 (FMV \$2,000.00), as follows within forty-five (45) days of the date of the court's order of distribution:

First Distribution (Costs)

Seventy-Three Dollars (\$73.00) shall be distributed/paid to the Jonesboro Police Department for the reimbursement of filing fees in the above-styled case pursuant to O.C.G.A. § 9-16-19(f)(3)(A); and

Second Distribution (DA's 10% of Pool Value after costs)

One Hundred Ninety-Two and 70/100 Dollars (\$192.70) shall be distributed/paid to the Clayton County District Attorney's Office for official prosecutorial purposes pursuant to O.C.G.A. § 9-16-19(f)(3)(B).

Third Distribution (Agency's Share of Remaining Pool – IN KIND DISTRIBUTION)

The 2003 Ford Taurus, Grey in color, VIN# 1FAFP55203A237511, shall be distributed **IN-KIND** to the Jonesboro Police Department for official law enforcement purposes pursuant to O.C.G.A. § 9-16-19(f)(4)(A); and

IT IS THE FURTHER ORDER OF THIS COURT that any and all agencies receiving any distribution shall comply with all applicable provisions of O.C.G.A. § 9-16-19 related to the distribution, use, and reporting of any and all property and/or its proceeds forfeited and received by any agency.

SO ORDERED this 7th day of June, 2021.

Jewel Scott
Judge Jewel C. Scott
Superior Court of Clayton County
Clayton Judicial Circuit

Presented by:

Karen S. Barbour

Karen S. Barbour
Assistant District Attorney
Clayton Judicial Circuit
Ga. State Bar No. 651753

CLAYTON COUNTY, GA
FILED
2021 JUN - 8 AM 9:46
JACQUELINE D WILLS
CLERK, SUPERIOR COURT

TASHA M. MOSLEY

District Attorney
Clayton Judicial Circuit



June 11, 2021

Joy B. Day, Mayor
 City of Jonesboro
 124 North Avenue
 Jonesboro, GA 30236

RE: Notification of Forfeiture Distribution to Jonesboro Police Department
 Jonesboro Police Department Case #20-02-00582
 Potential Claimants: James Dwayne Sego
 Civil Action File # 2021CV02001-14 (DANOS # 2020-019)
 Clayton County Superior Court

Dear Mayor Day:

Pursuant to the mandate of O.C.G.A. § 9-16-19(f)(1) that “[t]he state attorney shall provide a copy of the order of distribution to the chief executive officer of each political subdivision whose law enforcement agency will receive a distribution pursuant to such order,” enclosed you will find a copy of the court’s order of distribution in the above-referenced case.

Sincerely,

A handwritten signature in blue ink that reads "Karen S. Barbour".

Karen S. Barbour
 Assistant District Attorney

KSB:daj

Enclosure

Attachment: 2021CV02001-14-2 (1923 : Vehicle Forfeitures)

FILED
CLAYTON COUNTY, GA
2021 JUN -8 AM 9:46

IN THE SUPERIOR COURT OF CLAYTON COUNTY JACQUELINE D. WILLS
STATE OF GEORGIA CLERK, SUPERIOR COURT

STATE OF GEORGIA

Plaintiff,
v.

2003 Ford Taurus, Grey in color, VIN#
1FAFP55203A237511.
Defendant *in rem*

* Civil Action File No.
* 2021CV02001-14
* QUASI-JUDICIAL FORFEITURE
* PURSUANT TO O.C.G.A. § 9-16-11
* *

**JUDGMENT AND ORDER OF QUASI-JUDICIAL FORFEITURE
FOR PROPERTY VALUED AT \$25,000.00 OR LESS
AND ORDER OF DISPOSITION AND DISTRIBUTION OF PROPERTY**

The above-styled case is before this Court on the State's *Petition for Order of Quasi-Judicial Forfeiture for Property Valued at \$25,000.00 or Less and Order of Disposition and Distribution of Property* and upon careful review and consideration of the State's petition and attached exhibits, the Court finds as follows:

The State has established a *prima facie* case for forfeiture of the above-described property listed as Defendant *in rem* pursuant to O.C.G.A. § 16-13-49. Said property was appropriately seized pursuant to O.C.G.A. § 9-16-6(b), and said seizure was reported to the District Attorney's Office in accordance with O.C.G.A. § 9-16-7.

Pursuant to O.C.G.A. § 9-16-11, the State posted a *Notice of Seizure of Personal Property Valued at \$25,000.00 or Less* (DANOS 2020-019 - 2003 Ford Taurus, Grey in color, VIN# 1FAFP55203A237511 - James Dwayne Sego); and the State served a copy of the notice of seizure upon the owner, interest holder, and person in possession of the property at the time of seizure pursuant to O.C.G.A. § 9-16-11(b).

The evidence reflects that more than thirty (30) days have elapsed since the dates of service of the notice of seizure and the reimposition of deadlines as stated in the State's petition, and no claim has been received by the District Attorney's Office; therefore,

IT IS HEREBY ORDERED that, pursuant to O.C.G.A. § 9-16-11, all right, title, and interest in the above-described property listed as Defendant *in rem* shall be forfeited to the State of Georgia by operation of law; and

IT IS THE ORDER OF THIS COURT that after the conclusion of the criminal case associated with this seizure, the personal property consisting of methamphetamine and marijuana, and any other property which is required by law to be destroyed or which is harmful to the public, when no longer needed for evidentiary purposes, shall be destroyed or otherwise disposed of in accordance with the provisions of O.C.G.A. § 9-16-19(b); and

IT IS THE FURTHER ORDER OF THIS COURT that pursuant to O.C.G.A. § 9-16-19, the Jonesboro Police Department and/or its representative(s)/designee(s) shall distribute the pool of the above-described property listed as Defendant *in rem*, which consists of the fair market value (FMV) of the vehicle, to wit: 2003 Ford Taurus, Grey in color, VIN# 1FAFP55203A237511 (FMV \$2,000.00), as follows within forty-five (45) days of the date of the court's order of distribution:

First Distribution (Costs)

Seventy-Three Dollars (\$73.00) shall be distributed/paid to the Jonesboro Police Department for the reimbursement of filing fees in the above-styled case pursuant to O.C.G.A. § 9-16-19(f)(3)(A); and

Second Distribution (DA's 10% of Pool Value after costs)

One Hundred Ninety-Two and 70/100 Dollars (\$192.70) shall be distributed/paid to the Clayton County District Attorney's Office for official prosecutorial purposes pursuant to O.C.G.A. § 9-16-19(f)(3)(B).

Third Distribution (Agency's Share of Remaining Pool – IN KIND DISTRIBUTION)

The 2003 Ford Taurus, Grey in color, VIN# 1FAFP55203A237511, shall be distributed **IN-KIND** to the Jonesboro Police Department for official law enforcement purposes pursuant to O.C.G.A. § 9-16-19(f)(4)(A); and

IT IS THE FURTHER ORDER OF THIS COURT that any and all agencies receiving any distribution shall comply with all applicable provisions of O.C.G.A. § 9-16-19 related to the distribution, use, and reporting of any and all property and/or its proceeds forfeited and received by any agency.

SO ORDERED this 7th day of June, 2021.

Jewel Scott
Judge Jewel C. Scott
Superior Court of Clayton County
Clayton Judicial Circuit

Presented by:

Karen S. Barbour

Karen S. Barbour
Assistant District Attorney
Clayton Judicial Circuit
Ga. State Bar No. 651753

CLAYTON COUNTY, GA
FILED
2021 JUN -8 AM 9:46
JACQUELINE D. WILLS
CLERK, SUPERIOR COURT

IN THE SUPERIOR COURT OF CLAYTON COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *
Plaintiff, * Civil Action File No.
*
vs. * 2021CV02001-14
*
2003 Ford Taurus, Grey in color, VIN# *
1FAFP55203A237511. *
Defendant *in rem* *

CERTIFICATE OF SERVICE

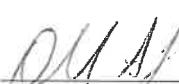
I hereby certify that I have this date served the foregoing *Judgment and Order of Quasi-Judicial Forfeiture for Property Valued at \$25,000.00 or Less and Order of Disposition and Distribution of Property* by mailing a true and correct copy of the documents via first class mail to:

James Dwayne Sego
4767 Mitchell Street
Forest Park, GA 30297

This 11th day of June, 2021.

TASHA M. MOSELY
DISTRICT ATTORNEY
Clayton Judicial Circuit
Georgia State Bar No. 526533

By:


Deborah A. Jones, Legal Assistant
Forfeiture Unit

District Attorney's Office
Clayton Judicial Circuit
Harold R. Banke Justice Center
9151 Tara Boulevard, 4th Floor
Jonesboro, GA 30236
(770) 477-3456

STATE OF GEORGIA

CITY OF JONESBORO

RESOLUTION NO. 2021 -

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ACCEPT \$73.00 DOLLARS IN U.S. CURRENCY AND A CONDEMNED MOTOR VEHICLE THAT IS TO BE SOLD AT AUCTION THROUGH PROPERTYROOM.COM; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, The City of Jonesboro Police Department filed seizure paperwork on a 2007 Silver Ford Taurus, VIN 1FAFP56U97A177444. Said vehicle was awarded to the City of Jonesboro by Superior Court Judge Robert L. Mack Jr. on the 10 day of June 2021. Civil Action Number 2021CV02000-11, Jonesboro Police Case Number 20-02-00721; and

WHEREAS, the City Council deems it in the best interest of the City to accept this condemned vehicle and to auction it off through PropertyRoom.com. and for the proceeds to be deposited into the Police Department's State Drug Fund Account.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

OF JONESBORO, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. The City Council hereby authorizes the City of Jonesboro to accept the U. S. Currency and the condemned motor vehicle. The City Council hereby authorizes the Mayor to execute any documents necessary, and otherwise perform all acts necessary to accomplish the intent of this Resolution.

Further, the City Council hereby authorizes the Finance Director to amend the budget where necessary to reflect an appropriate revenue source and expense, all as may be required.

Section 2. This Resolution shall be effective on the date of its approval by the City Council.

SO RESOLVED, this _____ day of _____, 2021.

JONESBORO CITY COUNCIL

Joy B. Day, MAYOR

Pat Sebo-Hand, MAYOR PRO TEMPORE

Billy Powell, COUNCILMAN

Ed Wise, COUNCILMAN

Bobby Lester, COUNCILMAN

Tracey Messick, COUNCILWOMAN

Donna Sartor, PhD, COUNCILWOMAN

ATTEST:

Ricky L. Clark Jr., CITY MANAGER

TASHA M. MOSLEY

District Attorney
Clayton Judicial Circuit



June 11, 2021

Tommy L. Henderson, III, Chief of Police
 Jonesboro Police Department
 170 South Main Street
 Jonesboro, GA 30236

RE: State of Georgia v. 2007 Ford Taurus, VIN# 1FAFP56U97A177444
 Potential Claimants: Charles Michael Cook; et al
 Civil Action File No: 2021CV02000-11
 Your Case #: 20-02-00721

Dear Chief Henderson:

Enclosed you will find the Order of final disposition and distribution in the above-referenced forfeiture action. Please refer to the Order and note that the following distributions need to be made within thirty (30) days of the filing date of the order:

First Distribution(s): **\$73.00** - Filing Fee to be reimbursed to Jonesboro Police Department, who the filing fee to the Clerk of Superior Court

Second Distribution: **\$192.70** - D.A.'s Office is entitled to 10% of the pool
Clayton County District Attorney's Office
 Made payable to:
 Send payment to:
 ATTN: Deborah Jones
 Legal Assistant
 Clayton County District Attorney's Office
 9151 Tara Boulevard, 4th Floor
 Jonesboro, GA 30236

Third Distribution: **2007 Ford Taurus, VIN# 1FAFP56U97A177444 (FMV \$2,000.00)**
IN-KIND DISTRIBUTION to Jonesboro Police Department

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that appears to read "DAJ".

Deborah A. Jones, Legal Assistant
 Forfeiture Unit

DAJ

Enclosure

(770) 477-3450

Harold R. Banke Justice Center • 9151 Tara Boulevard, 4th Floor • Jonesboro, GA 30236

Fax (770) 477-4577

CLAYTON COUNTY, GA
 FILED
 CLERK SUPERIOR COURT
 2021 JUN 10 PM 4:10
 JUDICIAL FORFEITURE
 CLERK SUPERIOR COURT

IN THE SUPERIOR COURT OF CLAYTON COUNTY
STATE OF GEORGIA

STATE OF GEORGIA

Plaintiff,

v.

2007 Ford Taurus, Silver in color, VIN#
1FAFP56U97A177444.

Defendant *in rem*

* Civil Action File No.
 * 2021CV02000-11
 * QUASI-JUDICIAL FORFEITURE
 * PURSUANT TO O.C.G.A. § 9-16-11
 *

**JUDGMENT AND ORDER OF QUASI-JUDICIAL FORFEITURE
FOR PROPERTY VALUED AT \$25,000.00 OR LESS
AND ORDER OF DISPOSITION AND DISTRIBUTION OF PROPERTY**

The above-styled case is before this Court on the State's *Petition for Order of Quasi-Judicial Forfeiture for Property Valued at \$25,000.00 or Less and Order of Disposition and Distribution of Property* and upon careful review and consideration of the State's petition and attached exhibits, the Court finds as follows:

The State has established a *prima facie* case for forfeiture of the above-described property listed as Defendant *in rem* pursuant to O.C.G.A. § 16-13-49. Said property was appropriately seized pursuant to O.C.G.A. § 9-16-6(b), and said seizure was reported to the District Attorney's Office in accordance with O.C.G.A. § 9-16-7.

Pursuant to O.C.G.A. § 9-16-11, the State timely posted a *Notice of Seizure of Personal Property Valued at \$25,000.00 or Less* (DANOS 2020-020 - 2007 Ford Taurus, Silver in color, VIN# 1FAFP56U97A177444 - Charles Michael Cook); and the State served a copy of the notice of seizure upon the owner, interest holder, and person in possession of the property at the time of seizure pursuant to O.C.G.A. § 9-16-11(b).

The evidence reflects that more than thirty (30) days have elapsed since the dates of service of the notice of seizure and the reimposition of deadlines, and no claim has been received by the District Attorney's Office; therefore,

IT IS HEREBY ORDERED that, pursuant to O.C.G.A. § 9-16-11, all right, title, and interest in the above-described property listed as Defendant *in rem* shall be forfeited to the State of Georgia by operation of law; and

IT IS THE ORDER OF THIS COURT that after the conclusion of the criminal case associated with this seizure, the personal property consisting of methamphetamine, capped syringe, grinder containing an undetermined quantity of marijuana, spoon with suspected meth residue, marijuana smoking pipe, and a digital scale with suspected meth residue, and any other property which is required by law to be destroyed or which is harmful to the public, when no longer needed for evidentiary purposes, shall be destroyed or otherwise disposed of in accordance with the provisions of O.C.G.A. § 9-16-19(b); and

IT IS THE FURTHER ORDER OF THIS COURT that pursuant to O.C.G.A. § 9-16-19 the Jonesboro Police Department and/or its representative(s)/designee(s) shall distribute the pool of the above-described property listed as Defendant *in rem*, which consists of the fair market value (FMV) of the vehicle, to wit: 2007 Ford Taurus, Silver in color, VIN# 1FAFP56U97A177444 (FMV \$2,000.00), as follows within forty-five (45) days of the date of the court's order of distribution:

First Distribution (Costs)

Seventy-Three Dollars (\$73.00) shall be distributed/paid to the Jonesboro Police Department for the reimbursement of filing fees in the above-styled case pursuant to O.C.G.A. § 9-16-19(f)(3)(A); and

Second Distribution (DA's 10% of Pool Value after costs)

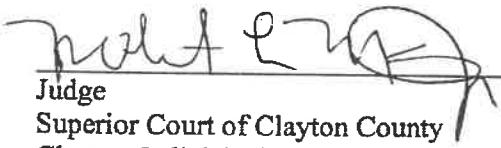
One Hundred Ninety-Two and 70/100 Dollars (\$192.70) shall be distributed/paid to the Clayton County District Attorney's Office for official prosecutorial purposes pursuant to O.C.G.A. § 9-16-19(f)(3)(B).

Third Distribution (IN-KIND DISTRIBUTION)

The 2007 Ford Taurus, Silver in color, VIN# 1FAFP56U97A177444, shall be distributed **IN-KIND** to the Jonesboro Police Department for official law enforcement purposes pursuant to O.C.G.A. § 9-16-19(f)(4)(A) and O.C.G.A. § 9-16-19(f)(3)(C).

IT IS THE FURTHER ORDER OF THIS COURT that any and all agencies receiving any distribution shall comply with all applicable provisions of O.C.G.A. § 9-16-19 related to the distribution, use, and reporting of any and all property and/or its proceeds forfeited and received by any agency.

SO ORDERED this 10th day of June, 2021.



Judge

Superior Court of Clayton County
Clayton Judicial Circuit

Presented by:



Karen S. Barbour
Assistant District Attorney
Clayton Judicial Circuit
Ga. State Bar No. 651753

CLAYTON COUNTY, GA
FILED
2021 JUN 10 PM 4:10

JACQUELINE U. WILLS
CLERK SUPERIOR COURT

IN THE SUPERIOR COURT OF CLAYTON COUNTY
STATE OF GEORGIA

STATE OF GEORGIA,

Plaintiff,

v.

2007 Ford Tauru, Silver in color,
VIN# 1FAFP56U97A17744

Defendant.

) CIVIL ACTION FILE
NO.: 2021-CV-02000-11

) Judge Robert L. Mack, Jr.

JUDGE ROBERT L. MACK, JR.
CLERK SUPERIOR COURT
CLAYTON COUNTY, GA
FILED

2021 JUN 10 PM 4:10

CERTIFICATE OF SERVICE

This is to certify that I have served the forgoing Order upon all parties by placing a true copy in the U.S. Mail, with adequate postage affixed thereto, and addressed to:

Clayton County District Attorney's Office
9151 Tara Blvd.
Jonesboro, GA 30236

This 10th day of June, 2021.

Ashley Hammerstone
Ashley Hammerstone, Calendar Clerk to
Robert L. Mack, Jr., Judge
Clayton Judicial Circuit

STATE OF GEORGIA

CITY OF JONESBORO

RESOLUTION NO. 2021 -

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ACCEPT \$73.00 DOLLARS IN U.S. CURRENCY AND A CONDEMNED MOTOR VEHICLE THAT IS TO BE SOLD AT AUCTION THROUGH PROPERTYROOM.COM; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, The City of Jonesboro Police Department filed seizure paperwork on a 2015 Black Kia Rio LX, VIN KNADM4A38F6442386. Said vehicle was awarded to the City of Jonesboro by Superior Court Judge Shana Rooks Malone on the 11 day of June 2021. Civil Action Number 2020CV0256-10, Jonesboro Police Case Number 20-06-00279; and

WHEREAS, the City Council deems it in the best interest of the City to accept this condemned vehicle and to auction it off through PropertyRoom.com. and for the proceeds to be deposited into the Police Department's State Drug Fund Account.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

OF JONESBORO, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. The City Council hereby authorizes the City of Jonesboro to accept the U. S. Currency and the condemned motor vehicle. The City Council hereby authorizes the Mayor to execute any documents necessary, and otherwise perform all acts necessary to accomplish the intent of this Resolution.

Further, the City Council hereby authorizes the Finance Director to amend the budget where necessary to reflect an appropriate revenue source and expense, all as may be required.

Section 2. This Resolution shall be effective on the date of its approval by the City Council.

SO RESOLVED, this the _____ day of _____, 2021.

JONESBORO CITY COUNCIL

Joy B. Day, MAYOR

Pat Sebo-Hand, MAYOR PRO TEMPORE

Billy Powell, COUNCILMAN

Ed Wise, COUNCILMAN

Bobby Lester, COUNCILMAN

Tracey Messick, COUNCILWOMAN

Donna Sartor, PhD, COUNCILWOMAN

ATTEST:

Ricky L. Clark Jr., CITY MANAGER

TASHA M. MOSLEY

District Attorney
Clayton Judicial Circuit



June 17, 2021

Tommy L. Henderson, III, Chief of Police
 Jonesboro Police Department
 170 South Main Street
 Jonesboro, GA 30236

RE: State of Georgia v. 2015 Kia Rio LX, VIN # KNADM4A38F6442386
 Potential Claimant: Cynthia Louise Dunn
 Civil Action File No: 2020CV02556-10
 Your Case #: 20-06-00279

Dear Chief Henderson:

Enclosed you will find the Order of final disposition and distribution in the above-referenced forfeiture action. Please refer to the Order and note that the following distributions need to be made within thirty (30) days of the filing date of the order:

First Distribution(s): **\$73.00** - Filing Fee to be reimbursed to Jonesboro Police Department, who paid the filing fee to the Clerk of Superior Court

\$50.00 - Service Fee to be reimbursed to **Clayton County D.A.'s Office** for cost of service to Spalding County Sheriff

Second Distribution:
 Made payable to: **Clayton County District Attorney's Office**
 Send payment to:
 ATTN: Deborah Jones
 Legal Assistant
 Clayton County District Attorney's Office
 9151 Tara Boulevard
 Jonesboro, GA 30236

Third Distribution: **2015 Kia Rio LX, VIN# KNADM4A38F6442386 (FMV \$6,000.00)**
IN-KIND Distribution to Jonesboro Police Department

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that appears to read "DAJ".

Deborah A. Jones, Legal Assistant
 Forfeiture Unit

DAJ

Enclosure

(770) 477-3450

Harold R. Banke Justice Center • 9151 Tara Boulevard, 4th Floor • Jonesboro, GA 30236

Fax (770) 477-4577

2020CV02556-10

IN THE SUPERIOR COURT OF CLAYTON COUNTY
STATE OF GEORGIASTATE OF GEORGIA
Plaintiff,

vs.

2015 Kia Rio LX, black in color, VIN#
KNADM4A38F6442386.Defendant *in rem*CYNTHIA LOUISE DUNN
Potential Claimant

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* Civil Action File No.
*
* 2020CV02556-10
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CLAYTON COUNTY, GA
JACQUELINE D. WILLS
CLERK, SUPERIOR COURT
2021 JUN 11 PM 12:59
FILED

**DEFAULT JUDGMENT AND ORDER OF FORFEITURE
AND DISPOSITION OF PROPERTY**

The above-styled case is before this Court on the State's *Motion for a Default Judgment of Forfeiture and for Disposition and Distribution of Property*; and after careful review and consideration of the pleadings on the record, the Court finds as follows:

The State is in compliance with the requirements for forfeiture pursuant to the Uniform Civil Forfeiture Procedure Act; and the record reflects that on October 9, 2020, within thirty (30) days of receipt of Cynthia Louise Dunn's claim submitted in accordance with O.C.G.A. § 9-16-11, the State Attorney filed a Complaint for Forfeiture establishing a prima facie case for forfeiture in the above-styled action pursuant to O.C.G.A. § 16-13-49 and § 9-16-12; and

Service of the Complaint and Summons was perfected upon all person(s) herein named as Potential Claimants pursuant to O.C.G.A. § 9-16-12(b); and it being more than forty-five (45) days since the service of summons and action upon the owner or interest holder; and it appearing the record reflects that no answer has been filed; therefore, in accordance with the provisions of O.C.G.A. § 9-16-12(e) and § 9-11-55; this Court finds that Cynthia Louise Dunn is currently in default and has failed to take any action to open default as a matter of right or otherwise; therefore,

IT IS HEREBY ORDERED that, all right, title, and interest in the above-described property listed as Defendant *in rem* shall be forfeited to the State of Georgia; and

IT IS THE ORDER OF THIS COURT that after the conclusion of the criminal case associated with this seizure, the methamphetamine and any other property which is required by law to be destroyed or which is harmful to the public, when no longer needed for evidentiary purposes, shall be destroyed or otherwise disposed of in accordance with the provisions of O.C.G.A. § 9-16-19(b); and

IT IS THE FURTHER ORDER OF THIS COURT that pursuant to O.C.G.A. § 9-16-19 the seizing agency and/or its representative(s)/designee(s) shall pay all costs and distribute the pool of the above-described property listed as Defendant *in rem*, which consists of the fair market value (FMV) of

the vehicle, to wit: 2015 Kia Rio LX, VIN# KNADM4A38F6442386 (FMV \$6,000), as follows within forty-five (45) days of the date of the court's order of distribution as follows:

First Distribution (Costs)

Seventy-Three Dollars (\$73.00) shall be distributed/paid to the City of Jonesboro/ Jonesboro Police Department for the reimbursement of filing fees in the above-styled case pursuant to O.C.G.A. § 9-16-19(f)(3)(A).

Fifty Dollars (\$50.00) shall be distributed/paid to the Clayton County District Attorney's Office for the reimbursement of service fees, which were paid to the Spalding County Sheriff's Office in the above-styled case, pursuant to O.C.G.A. § 9-16-19(f)(3)(A).

Second Distribution (DA's 10% of Pool Value after costs)

Five Hundred Eighty-Seven and 70/100 (\$587.70) shall be distributed/paid to the Clayton County District Attorney's Office for official prosecutorial purposes pursuant to O.C.G.A. § 9-16-19(f)(3)(B).

Third Distribution (Agency's Share of Remaining Pool)

The 2015 Kia Rio LX, VIN# KNADM4A38F6442386 (FMV \$6,000), shall be distributed IN-KIND to the Jonesboro Police Department for official law enforcement purposes pursuant to O.C.G.A. § 9-16-19(f)(4)(A); and

IT IS THE FURTHER ORDER OF THIS COURT that any and all agencies receiving distribution shall comply with all applicable provisions of O.C.G.A. § 9-16-19 related to the distribution, use, and reporting of any and all property and/or its proceeds forfeited and received by any agency.

SO ORDERED this 10/1 day of June, 2021.

Shana Rooks Malone
Shana Rooks Malone, Judge
Superior Court of Clayton County
Clayton Judicial Circuit

CLAYTON COUNTY, GA
2021 JUN 11 PM12:59
JACQUELINE D. WILLS
CLERK SUPERIOR COURT
FILED

Presented by:

Karen S. Barbour
Karen S. Barbour
Assistant District Attorney
Clayton Judicial Circuit
Ga. State Bar No. 651753

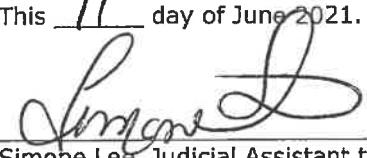
CERTIFICATE OF SERVICE

I hereby do certify that I have this date served a copy of the Default Judgment and Order of Forfeiture and Disposition of Property regarding case 2020-cv-02556 by depositing the same in the United States Mail in a properly addressed envelope with adequate postage affixed thereon to assure 1st class mail delivery unless otherwise noted as follows:

KAREN BARBOUR, ADA
VIA INTEROFFICE MAIL

CYNTHIA DUNN
5291 OLD ATLANTA ROAD
LOT 146
HAMPTON, GA 30228

This 11 day of June 2021.



Simone Lee, Judicial Assistant to
Judge Shana Rooks Malone
Clayton Judicial Circuit

CLAYTON COUNTY, GA
FILED
2021 JUN 11 PM 11:00
JACQUELINE D. WILLS
CLERK SUPERIOR COURT

STATE OF GEORGIA

CITY OF JONESBORO

RESOLUTION NO. 2021 -

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ACCEPT \$73.00 DOLLARS IN U.S. CURRENCY AND A CONDEMNED MOTOR VEHICLE THAT IS TO BE SOLD AT AUCTION THROUGH PROPERTYROOM.COM; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, The City of Jonesboro Police Department filed seizure paperwork on a 2009 Maroon Honda Civic LX, VIN 2HGFA165X9H541597. Said vehicle was awarded to the City of Jonesboro by Superior Court Judge Shana Rooks Malone. on the 10 day of June 2021. Civil Action Number 2021CV02002-10, Jonesboro Police Case Number 20-09-00717; and

WHEREAS, the City Council deems it in the best interest of the City to accept this condemned vehicle and to auction it off through PropertyRoom.com. and for the proceeds to be deposited into the Police Department's State Drug Fund Account.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

OF JONESBORO, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. The City Council hereby authorizes the City of Jonesboro to accept the U. S. Currency and the condemned motor vehicle. The City Council hereby authorizes the Mayor to execute any documents necessary, and otherwise perform all acts necessary to accomplish the intent of this Resolution.

Further, the City Council hereby authorizes the Finance Director to amend the budget where necessary to reflect an appropriate revenue source and expense, all as may be required.

Section 2. This Resolution shall be effective on the date of its approval by the City Council.

SO RESOLVED, this _____ day of _____, 2021.

JONESBORO CITY COUNCIL

Joy B. Day, MAYOR

Pat Sebo-Hand, MAYOR PRO TEMPORE

Billy Powell, COUNCILMAN

Ed Wise, COUNCILMAN

Bobby Lester, COUNCILMAN

Tracey Messick, COUNCILWOMAN

Donna Sartor, PhD, COUNCILWOMAN

ATTEST:

Ricky L. Clark Jr., CITY MANAGER

TASHA M. MOSLEY

District Attorney
Clayton Judicial Circuit



June 17, 2021

Tommy L. Henderson, III, Chief of Police
 Jonesboro Police Department
 170 South Main Street
 Jonesboro, GA 30236

RE: State of Georgia v. 2009 Honda Civic U.S. LX, VIN# 2HGFA165X9H541597
 Potential Claimant: Jasper Lee Berry
 Civil Action File No: 2021CV02002-10
 Your Case #: 20-09-00717

Dear Chief Henderson:

Enclosed you will find the Order of final disposition and distribution in the above-referenced forfeiture action. Please refer to the Order and note that the following distributions need to be made within thirty (30) days of the filing date of the order:

First Distribution(s): **\$73.00** - Filing Fee to be reimbursed to Jonesboro Police Department paid the filing fee to the Clerk of Superior Court

Second Distribution: **\$516.70** - D.A.'s Office is entitled to 10% of the pool
Clayton County District Attorney's Office
 Made payable to:
 Send payment to:
 ATTN: Deborah Jones
 Legal Assistant
 Clayton County District Attorney's Office
 9151 Tara Boulevard, 4th Floor
 Jonesboro, GA 30236

Third Distribution: **2009 Honda Civic U.S. LX, VIN# 2HGFA165X9H541597 (FMV \$5,240.00)**
IN-KIND Distribution to Jonesboro Police Department

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

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

Deborah A. Jones, Legal Assistant
 Forfeiture Unit

DAJ

Enclosure

(770) 477-3450

Harold R. Banke Justice Center • 9151 Tara Boulevard, 4th Floor • Jonesboro, GA 30236

Fax (770) 477-4577

IN THE SUPERIOR COURT OF CLAYTON COUNTY
STATE OF GEORGIA

STATE OF GEORGIA

Plaintiff.

10

2009 Honda Civic U.S. LX, maroon in color, VIN# 2HGFA165X9H541597.
Defendant *in rem*

4

* Civil Action File No.

* 2021GV02002-10

4

* QUASI-JUDICIAL FORFEITURE

PURSUANT TO O.C.G.A. § 9-16-1

00767

**JUDGMENT AND ORDER OF QUASI-JUDICIAL FORFEITURE
FOR PROPERTY VALUED AT \$25,000.00 OR LESS
AND ORDER OF DISPOSITION AND DISTRIBUTION OF PROPERTY**

The above-styled case is before this Court on the State's *Petition for Order of Quasi-Judicial Forfeiture for Property Valued at \$25,000.00 or Less and Order of Disposition and Distribution of Property* and upon careful review and consideration of the State's petition and attached exhibits, the Court finds as follows:

The State has established *a prima facie* case for forfeiture of the above-described property listed as Defendant *in rem* pursuant to O.C.G.A. § 16-13-49. Said property was appropriately seized pursuant to O.C.G.A. § 9-16-6(b), and said seizure was reported to the District Attorney's Office in accordance with O.C.G.A. § 9-16-7.

Pursuant to O.C.G.A. § 9-16-11, the State posted a *Notice of Seizure of Personal Property Valued at \$25,000.00 or Less* (DANOS 2020-067 - 2009 Honda Civic U.S. LX, maroon in color, VIN# 2HGFA165X9H541597, - Jasper Lee Berry; et al); and the State served a copy of the notice of seizure upon the owner, interest holder, and person in possession of the property at the time of seizure pursuant to O.C.G.A. § 9-16-11(b).

The evidence reflects that more than thirty (30) days have elapsed since the dates of service of the notice of seizure, and no claim has been received by the District Attorney's Office; therefore,

IT IS HEREBY ORDERED that, pursuant to O.C.G.A. § 9-16-11, all right, title, and interest in the above-described property listed as Defendant *in rem* shall be forfeited to the State of Georgia by operation of law; and

Page 1

IT IS THE ORDER OF THIS COURT that after the conclusion of the criminal case associated with this seizure, the personal property consisting of glass pipe(s), marijuana, methamphetamine, and any other property which is required by law to be destroyed or which is harmful to the public, when no longer needed for evidentiary purposes, shall be destroyed or otherwise disposed of in accordance with the provisions of O.C.G.A. § 9-16-19(b); and

IT IS THE FURTHER ORDER OF THIS COURT that pursuant to O.C.G.A. § 9-16-19 the Jonesboro Police Department and/or its representative(s)/designee(s) shall distribute the pool from the above-described property listed as Defendant *in rem*, which is based on the fair market value (FMV) of the vehicle, to wit: 2009 Honda Civic U.S. LX, maroon in color, VIN# 2HGFA165X9H541597 (FMV \$5,240.00), as follows within forty-five (45) days of the date of the court's order of distribution:

First Distribution (Costs)

Seventy-Three Dollars (\$73.00) shall be distributed to the Jonesboro Police Department for the reimbursement of filing fees in the above-styled case pursuant to O.C.G.A. § 9-16-19(f)(3)(A); and

Second Distribution (DA's 10% of Pool Value after costs)

Five Hundred Sixteen and 70/100 Dollars (\$516.70) shall be distributed to the Clayton County District Attorney's Office for official prosecutorial purposes pursuant to O.C.G.A. § 9-16-19(f)(3)(B).

Third Distribution (Agency's Share of Remaining Pool)

The 2009 Honda Civic U.S. LX, maroon in color, VIN# 2HGFA165X9H541597 shall be distributed **IN-KIND** to the Jonesboro Police Department for official law enforcement purposes pursuant to O.C.G.A. § 9-16-19(f)(4)(A) and O.C.G.A. § 9-16-14(f)(3)(C); and

IT IS THE FURTHER ORDER OF THIS COURT that any and all agencies receiving any distribution shall comply with all applicable provisions of O.C.G.A. § 9-16-19 related to the distribution, use, and reporting of any and all property and/or its proceeds forfeited and received by any agency.

SO ORDERED this 9th day of June, 2021.

Jane Clark Hale
Judge
Superior Court of Clayton County
Clayton Judicial Circuit

Presented by:

Karen S. Barbour
Karen S. Barbour
Assistant District Attorney
Clayton Judicial Circuit
Ga. State Bar No. 651753

FILED
CLAYTON COUNTY, GA
2021 JUN - 9 PM 4:35
JACQUELINE U. WILLS
CLERK SUPERIOR COURT

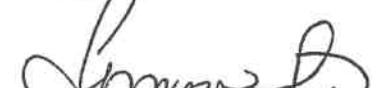
CERTIFICATE OF SERVICE

I hereby do certify that I have this date served a copy of the Judgment And Order of Quasi-Judicial Forfeiture for Property valued at \$25,000.00 or less and Order of Disposition and Distribution of Property regarding case 2021-cv-02002 by depositing the same in the United States Mail in a properly addressed envelope with adequate postage affixed thereon to assure 1st class mail delivery unless otherwise noted as follows:

Karen Barbour, via interoffice mail

Jasper Berry
6676 Bedford Road
Rex, GA 30273

This 10 day of June 2021.



Simone Lee, Judicial Assistant to
Judge Shana Rooks Malone
Clayton Judicial Circuit

FILED
CLAYTON COUNTY, GA
2021 JUN -9 PM 4:35
JACQUELINE D. WILLS
CLERK SUPERIOR COURT

STATE OF GEORGIA

CITY OF JONESBORO

RESOLUTION NO. 2021 -

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ACCEPT \$73.00 DOLLARS IN U.S. CURRENCY AND A CONDEMNED MOTOR VEHICLE THAT IS TO BE SOLD AT AUCTION THROUGH PROPERTYROOM.COM; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, The City of Jonesboro Police Department filed seizure paperwork on a 2007 White Mazda B2300, VIN 4F4YR12D37PM05891. Said vehicle was awarded to the City of Jonesboro by Superior Court Judge L. Mack Jr. on the 11 day of March 2021. Civil Action Number 2020CV01749-11, Jonesboro Police Case Number 20-12-00328; and

WHEREAS, the City Council deems it in the best interest of the City to accept this condemned vehicle and to auction it off through PropertyRoom.com. and for the proceeds to be deposited into the Police Department's State Drug Fund Account.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

OF JONESBORO, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. The City Council hereby authorizes the City of Jonesboro to accept the U. S. Currency and the condemned motor vehicle. The City Council hereby authorizes the Mayor to execute any documents necessary, and otherwise perform all acts necessary to accomplish the intent of this Resolution.

Further, the City Council hereby authorizes the Finance Director to amend the budget where necessary to reflect an appropriate revenue source and expense, all as may be required.

Section 2. This Resolution shall be effective on the date of its approval by the City Council.

SO RESOLVED, this _____ day of _____, 2021.

JONESBORO CITY COUNCIL

Joy B. Day, MAYOR

Pat Sebo-Hand, MAYOR PRO TEMPORE

Billy Powell, COUNCILMAN

Ed Wise, COUNCILMAN

Bobby Lester, COUNCILMAN

Tracey Messick, COUNCILWOMAN

Donna Sartor, PhD, COUNCILWOMAN

ATTEST:

Ricky L. Clark Jr., CITY MANAGER

TASHA M. MOSLEY

District Attorney
Clayton Judicial Circuit



April 6, 2021

Tommy L. Henderson, III, Chief of Police
 Jonesboro Police Department
 170 South Main Street
 Jonesboro, GA 30236

RE: State of Georgia v. 2007 Mazda B2300 Pickup Truck, VIN# 4F4YR12D37PM05891
 Potential Claimants: Brenda Gail Morgan and Evelyn Allen Lunsford
 Civil Action File No: 2020CV01749-11
 Your Case #: 20-12-00328

Dear Chief Henderson:

Enclosed you will find the Order of final disposition and distribution in the above-referenced forfeiture action. Please refer to the Order and note that the following distributions need to be made within thirty (30) days of the filing date of the order:

First Distribution(s): **\$73.00** - Filing Fee to be reimbursed to Jonesboro Police Department, who paid the filing fee to the Clerk of Superior Court

\$50.00 - Service Fee to be reimbursed to **Clayton County D.A.'s Office** for cost of service paid to Butts County Sheriff

Second Distribution: **\$287.70** - D.A.'s Office is entitled to 10% of the pool
 Made payable to: **Clayton County District Attorney's Office**
 Send payment to:
 ATTN: Deborah Jones, Legal Assistant
 Clayton County District Attorney's Office
 9151 Tara Boulevard
 Jonesboro, GA 30236

Third Distribution: **2007 Mazda B2300, VIN# 4F4YR12D37PM05891 (FMV \$3,000.00)**
IN KIND DISTRIBUTION TO JONESBORO POLICE DEPARTMENT

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deborah A. Jones".

Deborah A. Jones, Legal Assistant
 Forfeiture Unit

DAJ

Enclosure
 (770) 477-3450

Harold R. Banke Justice Center • 9151 Tara Boulevard, 4th Floor • Jonesboro, GA 30236

Fax (770) 477-4577

IN THE SUPERIOR COURT OF CLAYTON COUNTY
STATE OF GEORGIA

STATE OF GEORGIA

Plaintiff,

vs.

2007 Mazda B2300 Pickup Truck, white in
color, VIN# 4F4YR12D37PM05891

Defendant *in rem*

*

*

*

Civil Action File No.

*

2020CV01749-11

*

*

*

*

*

**BRENDA GAIL MORGAN; AND
EVELYN ALLEN LUNSFORD**
Potential Claimants

*

*

*

**DEFAULT JUDGMENT AND ORDER OF FORFEITURE
AND DISPOSITION OF PROPERTY**

The above-styled case is before this Court on the State's *Motion for Default Judgment of Forfeiture and for Disposition and Distribution of Property* filed on or about March 8, 2021; and after careful review and consideration of the pleadings on the record, the Court finds as follows:

The State is in compliance with the requirements for forfeiture pursuant to the Uniform Forfeiture Procedure Act; and on July 17 2020, the State Attorney timely filed a Complaint for Forfeiture establishing a *prima facie* case for forfeiture in the above-styled action pursuant to O.C.G.A. § 16-13-49 and § 9-16-12; and

Service of the Complaint and Summons was perfected upon all person(s) herein named as Potential Claimants pursuant to O.C.G.A. § 9-16-12(b), and it being more than forty-five (45) days since the service of summons and action upon the owner or interest holder, and it appearing the record reflects that no answer has been filed; therefore, in accordance with the provisions of O.C.G.A. § 9-16-12(e) and § 9-11-55, this Court finds that Brenda Gail Morgan and Evelyn Allen Lunsford are currently in default and have failed to take any action to open default as a matter of right or otherwise; therefore,

CLAYTON COUNTY, GA
FILED
2021 MAR 16 PM 12:07
JACQUELINE D. WILLS
CLERK SUPERIOR COURT

Second Distribution (DA's 10% of Pool Value after costs)

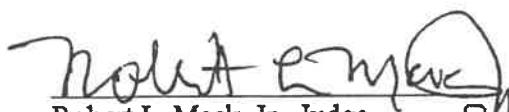
Two Hundred Eighty-Seven Dollars and Seventy Cents (\$287.70) shall be distributed/paid to the Clayton County District Attorney's Office for official prosecutorial purposes pursuant to O.C.G.A. § 9-16-19(f)(3)(B).

Third Distribution (Agency's Share of Remaining Pool)

The 2007 Mazda B2300, white in color, VIN# 4F4YR12D37PM05891 (FMV \$3,000.00) shall be distributed, pursuant to O.C.G.A. § 9-16-19(f)(3)(C), to the Jonesboro Police Department for official law enforcement purposes pursuant to O.C.G.A. § 9-16-19(f)(3)(C) or as otherwise provided by law; and

IT IS THE FURTHER ORDER OF THIS COURT that any and all agencies receiving distribution shall comply with all applicable provisions of O.C.G.A. § 9-16-19 related to the distribution, use, and reporting of any and all property and/or its proceeds forfeited and received by any agency.

SO ORDERED this 11th day of March, 2024.


 Robert L. Mack, Jr., Judge
 Superior Court of Clayton County
 Clayton Judicial Circuit

CLAYTON COUNTY, GA
 FILED
 22 MAR 16 PM 12:07
 JACQUELINE D. WILLS
 CLERK SUPERIOR COURT

Presented by:


 Karen S. Barbour
 Assistant District Attorney
 Clayton Judicial Circuit
 Ga. State Bar No. 651753

IN THE SUPERIOR COURT OF CLAYTON COUNTY, CLAYTON COUNTY, GA
STATE OF GEORGIA

2021 MAR 30 PM 3:43

STATE OF GEORGIA
Plaintiff,

*

JACQUELINE J. WILLS
CLERK SUPERIOR COURT

V.

* Civil Action File No.

2007 Mazda B2300 Pickup Truck, white in color, VIN# 4F4YR12D37PM05891
Defendant *in rem*

* 2020CV01749-11

**BRENDA GAIL MORGAN; AND
EVELYN ALLEN LUNSFORD**
Potential Claimants

2

**AMENDMENT TO DEFAULT JUDGMENT AND
ORDER OF FORFEITURE AND
DISPOSITION OF PROPERTY**

The above-styled case is before this Court on Plaintiff's *Motion to Amend Default Judgment and Order of Forfeiture and Disposition of Property*; and it appearing that a clerical error in the *Default Judgment and Order of Forfeiture and Disposition of Property* was made due to oversight in that said order erroneously makes the first distribution for reimbursement of filing fees to the Clayton County District Attorney's Office instead of the Jonesboro Police Department; and it appearing that said Motion is properly before this Court pursuant to O.C.G.A. § 9-11-60(g); therefore,

IT IS HEREBY ORDERED that Plaintiff's *Motion to Amend Default Judgment and Order of Forfeiture and Disposition of Property* shall be **GRANTED**; and

IT IS HEREBY ORDERED that the *Judgment and Order of Forfeiture and Disposition of Property* shall be amended by striking the first paragraph of the **First Distribution (Costs)** of the order filed March 16, 2021 and replacing it with the following:

Seventy-Three Dollars (\$73.00) shall be distributed/paid to the Jonesboro Police Department for the reimbursement of filing fees in the above-styled case pursuant to O.C.G.A. § 9-16-19(f)(3)(A).

Page 1 of 2

IN THE SUPERIOR COURT FOR THE COUNTY OF CLAYTON
STATE OF GEORGIA

STATE OF GEORGIA,)
Plaintiff,) CIVIL ACTION FILE
vs.) NO.: 2020-CV-01749-11
2007 Mazda B2300 Pickup Truck, white)
in color, VIN# 4F4YR12D37PM05891,)
Defendant *in rem*,)
BRENDA GAIL MORGAN; AND)
EVELYN ALLEN LUNSFORD,)
Potential Claimants.)

CERTIFICATE OF SERVICE

This is to certify that I have served the forgoing **Amendment to Default Judgment and Order of Forfeiture and Disposition of Property** upon all parties by placing a true copy in the U.S. Mail, with adequate postage affixed thereto, and addressed to:

Karen S. Barbour, Asst. DA
Clayton County District Attorney's Office
9151 Tara Boulevard
Jonesboro, GA 30236

Brenda G. Morgan
1300 Oakwood Road
Jonesboro, GA 30236

Evelyn A. Lunsford
751 Stark Road
Jackson, GA 30233

FILED
CLAYTON COUNTY, GA
JACQUELINE D. WILLS
CLERK SUPERIOR COURT
2021 MAR 30 PM 3:43



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

12.13

-13

COUNCIL MEETING DATE

July 12, 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 approval of Conditional Use Permit application, 21-CU-011, for commercial truck parking, by Don Flanders / Sardis Creek, LLC, property owner, and Dhanram Nahdlal, applicant, for property at 8271 Tara Blvd. (Parcel No. 13239B D008), Jonesboro, Georgia 30236.

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

City Code Section 86-107 – C-2 Zoning; Article XIII Parking Standards; Article XV Landscaping Standards

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

Yes 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.)

Agency recommendation – **Denial of Conditional Use application;** 8271 Tara Blvd. is the largely vacant lot next to 8273 Tara Blvd, the Handi House portable shed business. 8271 Tara Blvd. has also featured mulch and gravel yard in the past. The same owner owns both properties and has allowed commercial truck parking on the subject property for a number of years. No official permission or approval to park commercial vehicles on this property for a fee was found in the City records. In 2019, commercial parking lots of this type were changed to require a conditional use permit in the future. Code Enforcement made the applicant clear off all commercial vehicles parked on the property in an effort to beautify Tara Boulevard. The applicant applied for a conditional use permit to try to have the vehicle parking officially approved by the Mayor and Council. The applicant was advised of the possibility of this not being approved but wanted to apply anyway.

At any given time, there have been 10 to 15 full-size tractor trailers parked on the property. The lot is a mixture of degraded asphalt, gravel and dirt, with concrete “guardrails.” Surrounding the property are various businesses, including the new LIDL grocery and the new car wash nearby.

Sec. 86-397. - *Design requirements for parking lots and driveways.*

The provisions of this section shall apply to all off-street parking whether the parking serves a particular use or development, or the parking is a principal use on a property and not dedicated to serving a particular development.

- (1) *Curbs required. Concrete curbs shall be provided for all paved areas and shall be used to separate landscaped areas from pavement.*
- (2) *Striping required. Every parking space shall be clearly marked by lines painted on or otherwise applied to the parking lot surface.*
- (3) *Paved surface. No vehicle parking of any kind shall be permitted on any lot unless all driveways and parking spaces are comprised of an impervious surface consisting of concrete, asphalt, brick or decorative stone pavers. No gravel shall be used except as subgrade material.*

No curbing, striping, or asphalt refurbishment have been proposed by the applicant.

Sec. 86-458. - *Vehicle use area planting requirements.*

Quantity, spacing and planting standards. Vehicle use areas which are required to contain more than five parking spaces shall contain landscaping and plantings as follows:

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

July, 12, 2021

Signature

City Clerk's Office

(1) Perimeter landscaping shall be installed along the property boundary having a minimum width of five feet. 12.13
 perimeter landscaping shall comply with the landscaping requirements as to plant materials of this section.

(2) Interior landscape areas shall be installed such as islands, peninsulas, and medians, so that no more than ten adjacent parking spaces exist without a landscaped island having a minimum width of six feet and extending the depth of the parking space. Interior planting areas shall be located to most effectively relieve the monotony of large expanses of paving and contribute to orderly circulation of vehicles and pedestrian traffic.a. Trees shall be provided and maintained adjacent to, and in the interior portions of, parking lots in a ratio of one tree for each seven parking spaces. In addition, every parking space shall be within 60 feet of the trunk of a tree.b. Deciduous trees shall be a minimum of two inches in caliper and evergreen trees shall be a minimum of six feet in height. A minimum of one in every three trees shall be a canopy tree.

(3) Within the interior of a site, 500 square feet of planting areas shall be required for each 5,000 square feet or major portion thereof of vehicular parking area.

(4) A minimum of one canopy tree shall be provided for every 80 square feet of planting area.

(5) A minimum of one understory tree shall be provided for every 40 square feet of planting area.

(6) The minimum planting area or island for each canopy tree shall be a minimum of 200 square feet. If shared with other trees, 80 square feet for each additional tree shall be added.

(7) The minimum planting area or island for each understory tree shall be 100 square feet. If shared with other trees, 40 square feet for each additional tree shall be added.

(8) Each planting area or island shall not be less than six feet in width in any direction.

(9) Ground areas shall be sodded, seeded or hydroseeded with grass and/or planted with groundcover species, and/or provided with other landscaping material, or any combination thereof.

(10) Paved or striped islands greater than 50 square feet shall not be allowed. These areas shall contain landscape plantings.

(11) Trees removed or having had their tops cut after compliance with this article shall be replaced with the equivalent inches of removed trees. However, trees removed due to disease or insect infestation upon the written advice and findings of the county extension service or the Georgia Forestry Commission shall be replaced in accordance with the minimum standards contained in the article.

No interior landscaping, landscape strips, or planted buffers have been proposed by the applicant.

(a) Purpose. The C-2 highway commercial district is established to accommodate *intense retail and service commercial uses* along Jonesboro's arterial highways. A broad range of such uses anticipates traffic from surrounding areas traveling through the city and affords a broad segment of the business community access to the large customer volumes associated with such locations. The automobile is the principal means of transit for shoppers in this district, and convenient on-premises parking is a primary concern. Given the value of arterial locations intended to capture heavy retail traffic, *such industrial uses as manufacturing, distribution and processing are prohibited in order to reserve high visibility and enhanced access locations for highway commercial uses. The proposal for truck parking is not the "highest and best" use of the property and is not in alignment with bringing commercial uses to Tara Blvd. that serve a wide range of citizens and have quality architecture and landscaping.*

Fiscal Impact

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

Private owner

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

- Zoning Info
- Property Pictures
- Zoning Appeal - 8271 Tara Blvd - Commercial Truck Parking - Legal Notice
- Conditional Use - 8271 Tara Blvd - Commercial Truck Parking - Legal Notice
- Zoning Sign

- Acceptance Letter

12.13

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

MARIA

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: DHANIRAM NANDLAL
 Name of Business: HANDI HOUSE
 Property's Address: 8273 Tara Blvd Jonesboro, GA 30736
 Email Address: Danny.nandlal@aol.com
 Phone: (Day): 678-699-0547 (Evening): same

Property Information

Current Use of Property: Selling storage sheds
 Proposed Use of Property (Please provide in great detail the intended use of the property):
Selling storage sheds parking trucks

Dhaniel Nandlal 6/2/21
 Applicant's Signature Date

FOR OFFICE USE ONLY:

Current Zoning: C2
 Required Zoning: C2

NAICS Code: 41293
 Conditional Use Needed? Yes or No

APPROVED

DENIED

Comments:

Conditional Use Permit Required and Must Comply
WITH SEC. 86-555 AND ARTICLE XIII

DH
 Zoning Official Signature

6/3/21
 Date

Applicant – Dhaniram Nahdla
Name of Business: Handi House
Address - 8273 Tara Boulevard
Zoning District – C-2
NAICS – 81293
Proposed Use: Truck Parking

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
81293	Parking Lots and Garages, Commercial	N	N	N	N	N	C	C	C	C	C	C	C	Article XIII; Sec. 86-555

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-1 Office and Institutional District
	R-2 Single Family Residential District
	R-4 Single Family Residential District
	R-C Cluster Residential District
	RM Multifamily Residential District
	Jonesboro City Limit



Sec. 86-555. NAICS 81293 – Parking Lots and Garages, Commercial

The following conditions are assigned in the H-1, H-2, O&I, M-x, C-1, C-2, and M-1 districts:

- (1) The standards of Chapter 86, Article XIII shall control development of parking lots.
- (2) The standards of Chapter 86, Article XV shall control landscaping and buffering of parking lots.
- (3) Lighting shall be night-sky friendly.
- (4) Parking garages shall not exceed two (2) stories in height.

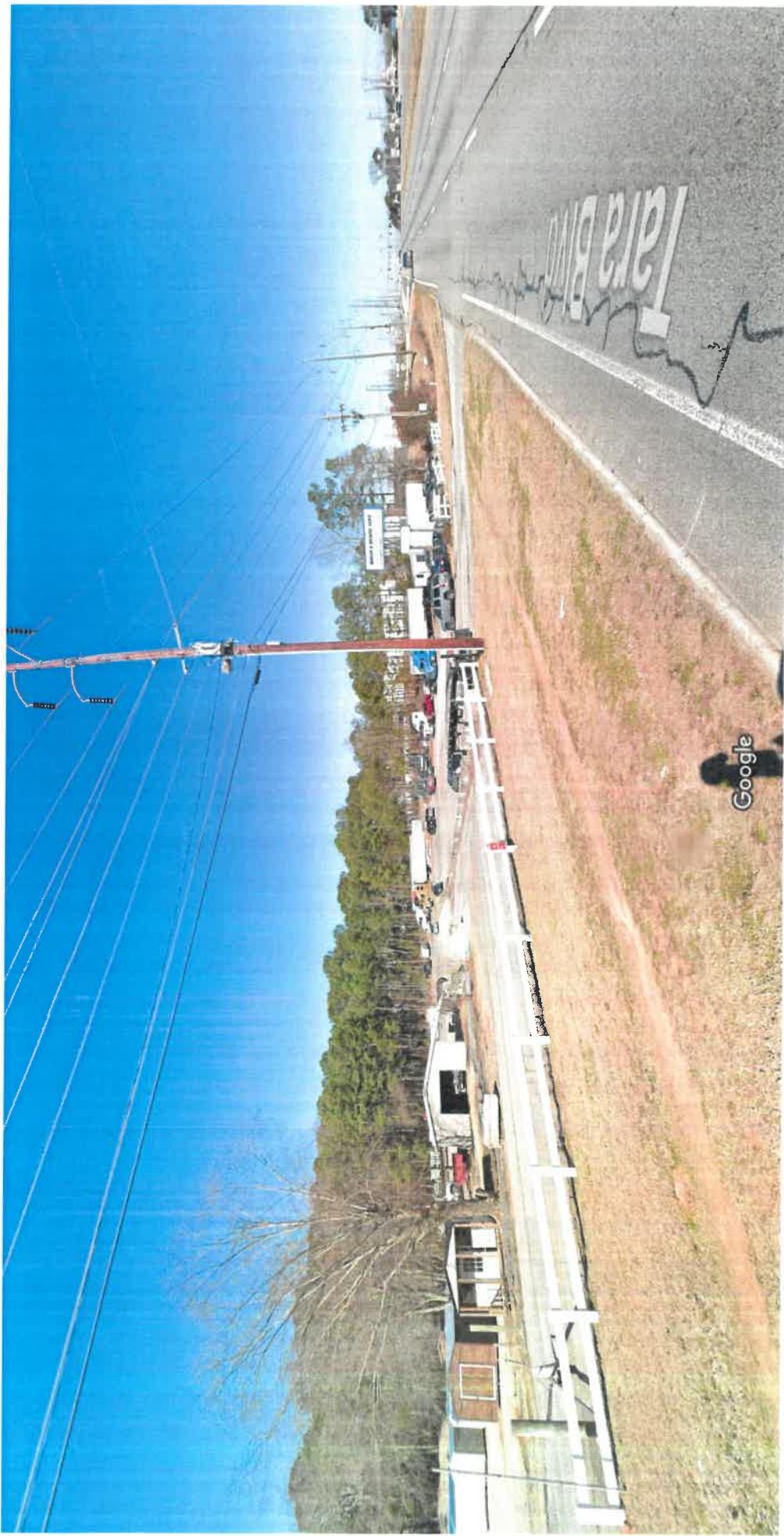


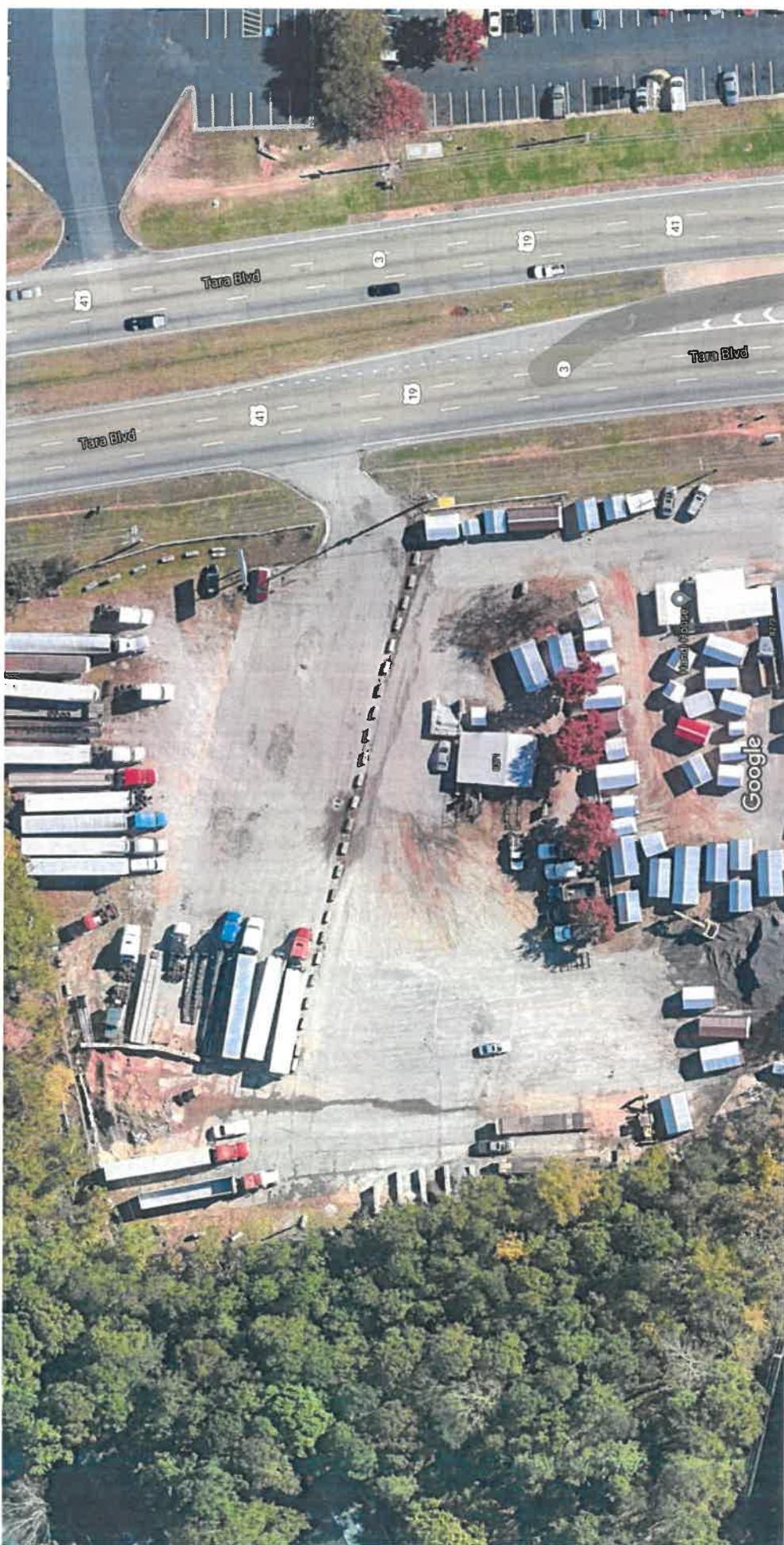
Image capture: Feb 2021 © 2021 Google

Jonesboro, Georgia



Street View





Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on July 12, 2021, in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a Zoning Appeal for commercial truck parking, by Don Flanders / Sardis Creek, LLC, property owner, and Dhanram Nahdlal, applicant, for property at 8271 Tara Blvd. (Parcel No. 13239B D008), Jonesboro, Georgia 30236.

David Allen
Community Development Director

Publish 6/16/21

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on July 12, 2021, in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a Conditional Use Permit application for commercial truck parking, by Don Flanders / Sardis Creek, LLC, property owner, and Dhanram Nahdlal, applicant, for property at 8271 Tara Blvd. (Parcel No. 13239B D008), Jonesboro, Georgia 30236.

David Allen
Community Development Director

Publish 6/30/21

CITY OF JONESBORO, GEORGIA

DISPLAY FEE FOR:

CONDITIONAL USE PERMIT FOR COMMERCIAL TRUCK PARKING
By DON Flanders / SARDIS CREEK LLC And DHANRAJ
NAHDAL, Applicant, For PROPERTY At 8271 TARA
BLVD. (PARKER No. B239B Doo8) Jonesboro,
Georgia 30236

LOCATION

170 SOUTH MAIN STREET, JONESBORO, GEORGIA 30236

DATE: 7-12-21 TIME: 6:00 PM

FOR MORE INFORMATION, PLEASE CONTACT CITY HALL AT 770-478-3800



MEMORANDUM

To: Dhanram Nahdlal
9029 Fayetteville Road
Jonesboro, GA 30238

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

Date: June 23, 2021

Re: Notification of Request for Conditional Use – Commercial Truck Parking, 8271 Tara Boulevard; Tax Map Parcel No. 13239B D008

Dear Applicant,

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

- Commercial Truck Parking

A combined Work Session / Public Hearing has been scheduled for Monday, July 12, 2021 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The meeting will be conducted in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, Ga. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

A handwritten signature in blue ink that appears to read "D. Allen".

David D. Allen
Community Development Director / Zoning Administrator