



**CITY OF JONESBORO**  
**Work Session**  
**170 SOUTH MAIN STREET**  
**August 2, 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@jonesboroqa.com](mailto:rclark@jonesboroqa.com) should you need assistance.

**Agenda**

- I. CALL TO ORDER - MAYOR JOY B. DAY**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. INVOCATION**
- IV. ADOPTION OF AGENDA**
- V. WORK SESSION**
  1. Discussion regarding the approval of a volunteer honorary officer.
  2. Discussion regarding Minor Subdivision Plat, 21-SUB-002 for North Main Street (Hearthside Jonesboro development), OneStreet Residential, LLC, applicant.
  3. Discussion regarding a Conditional Use Permit Application, 21-CU-013, for a church, by the estate of John Mitchell, property owner, and Iyabo Okuribido / Golden Crown C&S Church, applicant, for property at 186 North Avenue (Parcel No. 13239B B005), Jonesboro, Georgia 30236.
  4. Council to consider approval of a subrecipient agreement for use of Community Development Block Funds between Clayton County and the City of Jonesboro for Lee Street Park improvements in the amount of \$300,000.00.
  5. Discussion regarding a proposal from Geotechnical Environmental Consultants, Inc and the City of Jonesboro for construction materials testing and special inspections.
  6. Discussion regarding cancelling the September 6, 2021 Work Session and holding both meetings on September 13, 2021 due to the Labor Day Holiday.
  7. Discussion regarding 2021 Municipal Election.

**VI. OTHER BUSINESS**

A. Executive Session

**VII. ADJOURNMENT**



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

Agenda Item #

5.1

- 1

COUNCIL MEETING DATE  
August 2, 2021

Requesting Agency (Initiator)

Police

Sponsor(s)

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

Discussion regarding the approval of a volunteer honorary officer.

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

Review

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

**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 seeks to implement a volunteer Honorary Officer within the department. The volunteer officer would be part of our growing community policing efforts, further strengthening the ties of the police department and the community.

**Fiscal Impact**

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

\$60.00 – Cost of the uniform to outfit Buddy for community events.

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

•

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

Approval

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

Typed Name and Title

Ricky L. Clark, City Manager

Date

August, 2, 2021

Signature

City Clerk's Office

The Jonesboro Police Department seeks to swear in volunteer Honorary Officer, Dwayne Divins. Dwayne, known as “Buddy”, will represent the police department at community events and participate in community activities such as National Night Out, Pop Up Shops, Block Parties, and other local events where the police department is present. He will be issued an honorary shirt and hat to commemorate his status with the department.

Buddy is in the 10<sup>th</sup> grade and thinks that going to school on the bus is the best way to spend a day! He has two cats, Walter and Frankie. His interests are WWE wrestling, Monster Trucks, and football. Buddy enjoys dancing and listening to Michael Jackson music. Most of all, he loves his sister more than anything. He’s pretty awesome for an 18 year-old.





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

Agenda Item #

5.2

- 2

COUNCIL MEETING DATE  
August 2, 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.)*

Discussion regarding Minor Subdivision Plat, 21-SUB-002 for North Main Street (Hearthside Jonesboro development), OneStreet Residential, LLC, applicant.

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

Chapter 44, Article IV Subdivisions and Land Development; Section 86-102, H-1 Standards, Section 86-103, H-2 Standards

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

Yes Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

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

Agency recommendation – **Approval of minor subdivision plat**; The applicant received conditional use approval for an apartment / duplex development in 2020 for a proposed tract of land southwest of the corner of North Avenue and North Main Street. The development will require a minor subdivision plat and a combination plat, because it involves subdividing off the rear portions of several parcels fronting North Main Street and then combining them with several other parcels fronting North Avenue. Though more than three parcels will be subdivided off of North Main Street, this is still presented before Council as a minor subdivision plat, because the subdivided parcels will be quickly combined into the unified development tract and will not be developed individually. The net result of all the platting will be less lots than what is out there now.

So, in summary the following steps will be taken to achieve the unified property for the Hearthside Jonesboro development:

1. Subdivision of the rear of several parcels along North Main Street to be absorbed into the total development property.
2. Combination plat of all parcels involved into one unified development tract.
3. Subdivision of single-family lot on North Avenue separate from the unified development tract. (Near future)

Before the Mayor and Council is review of step #1, the subdivision of the rear of several parcels along North Main Street.

*Subdivision, minor: A subdivision of three or fewer lots, which does not involve the construction of a new public or private street. **The final plat will show less lots than what is there now. There will wind up being one unified parcel. This is not like a subdivision plat for a single-family residential subdivision where more lots are created.***

**Sec. 44-128. - Limitations on minor subdivisions.**

- (a) *Purpose. Minor subdivisions provide certain advantages to the applicant, such as a shorter application process and less public scrutiny, that tend to favor their use over the filing of major subdivision applications. Given these advantages, the prospect exists that subdividers may seek to divide a parcel via consecutive and/or contiguous minor subdivisions instead of filing for a major subdivision. It is the intent of the mayor and city council to prohibit the practice of such "chain" subdivisions where the same land owner subdivides land and then files minor subdivision applications on common contiguous parcels, which collectively total more than three lots. It is also the intent of the mayor and city council to prohibit adjacent minor subdivisions within a three-year time period, in cases where part of an original tract of land is now owned by another person or entity and was transferred or sold to another owner with the apparent intent to circumvent the major subdivision process.*

- (b) *Common contiguous parcels shown on minor subdivision plats. Contiguous common parcels, as defined by*

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

August, 2, 2021

**Signature**

City Clerk's Office

these regulations, shall be referenced on all applications for minor subdivisions, and contiguous common parcels shall be considered part of any application for minor subdivision, for purposes of determining whether or not the division of land proposed is a major subdivision or a minor subdivision.

- (c) *Limitations.* Land within a minor subdivision, including all contiguous parcels owned by the subdivider, shall not be further divided for a period of three years unless a preliminary plat application is filed and approved as a major subdivision pursuant to the requirements of these regulations. If property proposed to be subdivided was part of an original tract, and if the property proposed to be subdivided abuts land that has been divided as a minor subdivision in the last three years, then minor subdivision of said property shall be prohibited. This provision shall not be construed to prohibit the approval of two contiguous minor subdivisions under separate ownership; however, this provision is intended to be construed liberally so that one property owner does not develop a minor subdivision on part of an original tract and transfer or sell another part of the original tract for the purposes of minor subdivision within a three-year period. It is the intent that land abutting a minor subdivision that was owned by the subdivider of the abutting minor subdivision shall not be subdivided as a minor subdivision for a period of three years, regardless of ownership.

**No preliminary plat is needed. since these lots have not been subdivided previously.**

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

(j) *Development standards.*

(1) *Minimum lot area:* None

(2) *Minimum lot width:* 20 feet

(3) *Setbacks:*

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

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

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

(4) *Maximum height:* Three stories or 35 feet.

(5) *Minimum height:* Two stories.

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

(7) *Maximum floor area:* 3,500 square feet.

**217, 215, and 211 North Main Street are zoned H-1. Having their rear portions subdivided off will not affect their conformance with the Zoning Code, since there is no minimum lot area for H-1 zoning. The widths and setbacks of these lots are not changing. The other standards are not applicable as the front portions of these lots will not be further developed, and the rear portions of the lots will be combined and be under the standards of the Active Senior Overlay District.**

Sec. 86-103. - H-2 historic district.

(j) *Development standards.*

(1) *Minimum lot area:* None

(2) *Minimum lot width:* 50 feet

(3) *Minimum setbacks:*

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

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

*Rear:* 20 feet

(4) *Maximum height:* Three stories or 35 feet

(5) *Minimum height:* Two stories

**205 and 203 North Main Street are zoned H-2. Having their rear portions subdivided off will not affect their conformance with the Zoning Code, since there is no minimum lot area for H-2 zoning. The widths and setbacks of these lots are not changing. The other standards are not applicable as the front portions of these lots will not be further developed, and the rear portions of the lots will be combined and be under the standards**

**Fiscal Impact**

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

Private developer

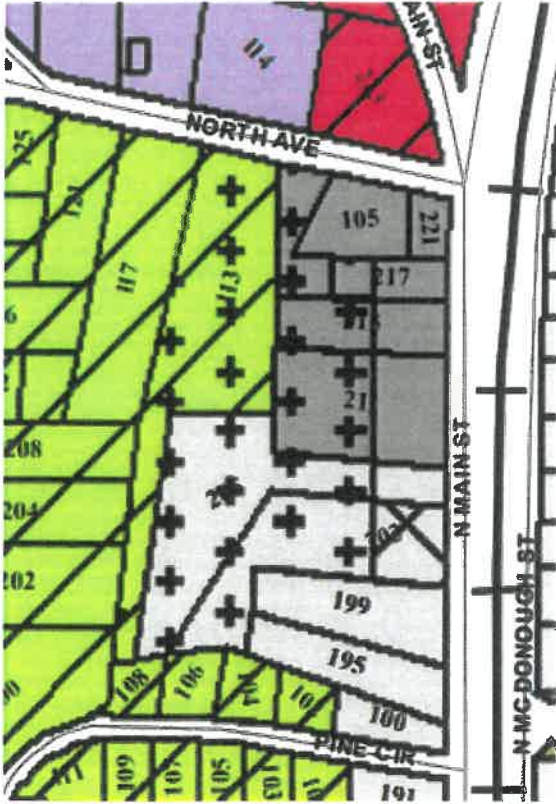
**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Zoning
- Property Phases
- 18-10\_210518 -- ALTA
- Minor Subdivision Plat
- Acceptance Letter

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

**Approval**

|                 |   |     |           |
|-----------------|---|-----|-----------|
| 13240D D008 H-2 | A | 203 | N MAIN ST |
| 13240D D009 H-2 |   | 205 | N MAIN ST |
| 13240D D010 H-1 |   | 211 | N MAIN ST |
| 13240D D011 H-1 |   | 215 | N MAIN ST |
| 13240D D012 H-1 |   | 217 | N MAIN ST |





EXISTING



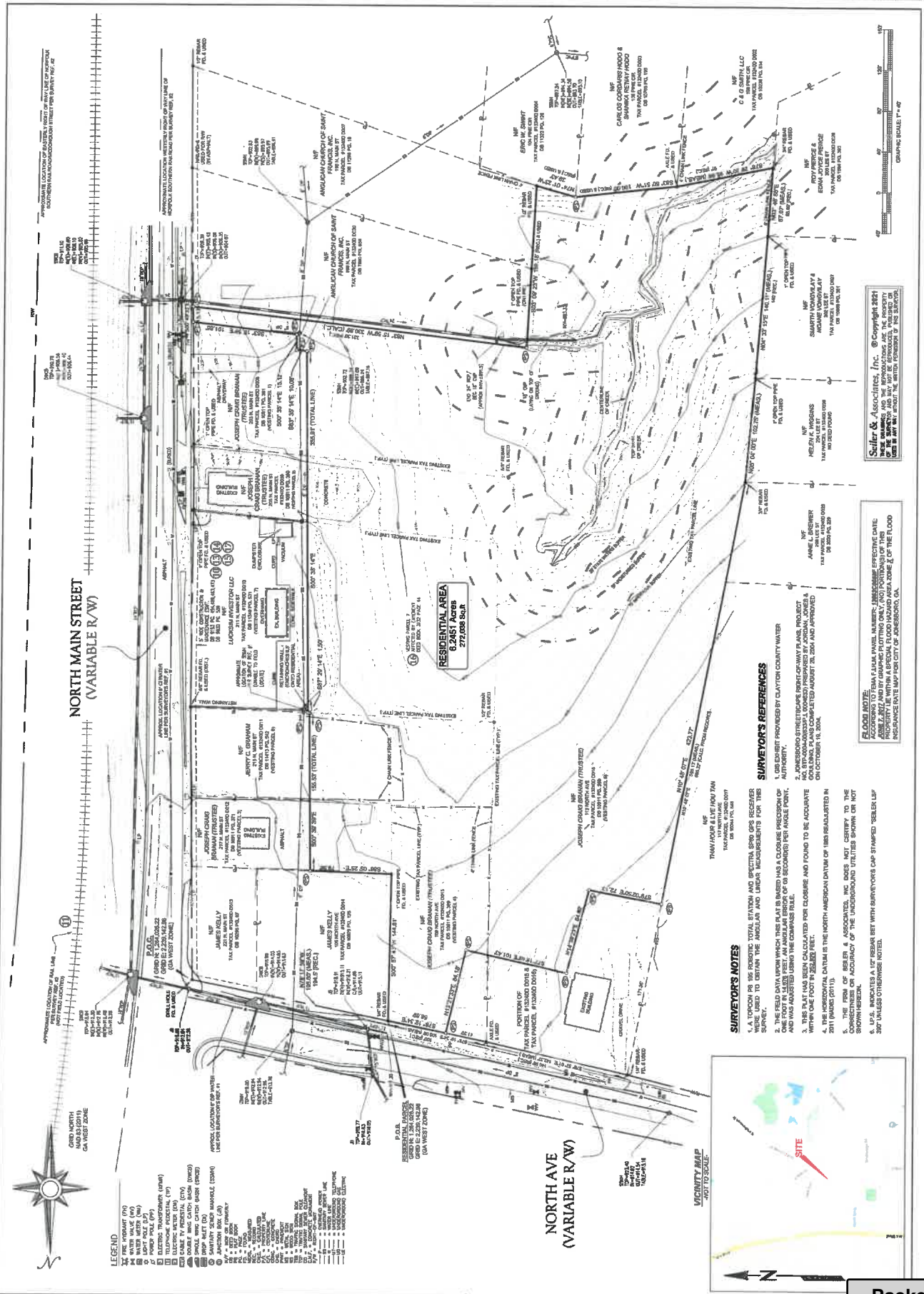
Subdivision



COMBINATION

Attachment: Property Phases (1941 : Hearthside Jonesboro Minor Subdivision Plat)







RECORD DESCRIPTION

NONE PROVIDED IN TITLE COMMITMENT

FIELD DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 240 OF THE 13TH DISTRICT, CLAYTON COUNTY (CITY OF JONESBORO), GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE FOUND AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF NORTH MAIN STREET (VARIABLE RIGHT OF WAY WIDTH) AND THE SOUTHERLY RIGHT OF WAY LINE OF NORTH AVENUE (VARIABLE RIGHT OF WAY WIDTH);

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF NORTH AVENUE NORTH 78 DEGREES 17 MINUTES 59 SECONDS WEST, A DISTANCE OF 195.60 FEET TO A 1/4" REBAR FOUND; SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE OF NORTH AVENUE SOUTH 00 DEGREES 57 MINUTES 43 SECONDS WEST, A DISTANCE OF 144.61 FEET TO A 1" OPEN TOP PIPE FOUND;

THENCE SOUTH 88 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 79.56 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 00 DEGREES 39 MINUTES 39 SECONDS EAST, A DISTANCE OF 155.53 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 87 DEGREES 29 MINUTES 14 SECONDS EAST, A DISTANCE OF 1.50 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 00 DEGREES 35 MINUTES 14 SECONDS EAST, A DISTANCE OF 355.91 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 83 DEGREES 35 MINUTES 14 SECONDS EAST, A DISTANCE OF 10.08 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 00 DEGREES 35 MINUTES 14 SECONDS EAST, A DISTANCE OF 15.12 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 83 DEGREES 15 MINUTES 59 SECONDS EAST, A DISTANCE OF 101.85 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390") ON THE WESTERLY RIGHT OF WAY LINE OF NORTH MAIN STREET;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF NORTH MAIN STREET SOUTH 00 DEGREES 49 MINUTES 33 SECONDS EAST, A DISTANCE OF 15.13 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF NORTH MAIN STREET NORTH 83 DEGREES 15 MINUTES 59 SECONDS WEST, A DISTANCE OF 330.89 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 03 DEGREES 09 MINUTES 23 SECONDS WEST, A DISTANCE OF 159.18 FEET TO A 1/2" REBAR FOUND;

THENCE NORTH 74 DEGREES 01 MINUTE 23 SECONDS WEST, A DISTANCE OF 39.43 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 83 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 100.00 FEET TO AN AXLE FOUND;

THENCE SOUTH 78 DEGREES 29 MINUTES 20 SECONDS WEST, A DISTANCE OF 95.66 FEET TO A 3/4" REBAR FOUND;

THENCE NORTH 03 DEGREES 46 MINUTES 58 SECONDS EAST, A DISTANCE OF 67.07 FEET TO A 1" OPEN TOP PIPE FOUND;

THENCE NORTH 04 DEGREES 33 MINUTES 15 SECONDS EAST, A DISTANCE OF 140.11 FEET TO A 1" OPEN TOP PIPE FOUND;

THENCE NORTH 05 DEGREES 04 MINUTES 00 SECONDS EAST, A DISTANCE OF 102.75 FEET TO A 3/4" REBAR FOUND;

THENCE NORTH 10 DEGREES 48 MINUTES 07 SECONDS EAST, A DISTANCE OF 423.77 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 79 DEGREES 02 MINUTES 50 SECONDS EAST, A DISTANCE OF 72.13 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE NORTH 14 DEGREES 59 MINUTES 23 SECONDS EAST, A DISTANCE OF 84.80 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE SOUTH 77 DEGREES 18 MINUTES 48 SECONDS EAST, A DISTANCE OF 101.43 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390");

THENCE NORTH 13 DEGREES 21 MINUTES 33 SECONDS EAST, A DISTANCE OF 84.18 FEET TO A 1/2" REBAR AND SURVEYOR'S CAP SET (STAMPED "SEILER LSF 390") ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH AVENUE ;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF NORTH AVENUE SOUTH 78 DEGREES 19 MINUTES 34 SECONDS EAST, A DISTANCE OF 58.89 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 6.2451 ACRES (272,038 SQUARE FEET).

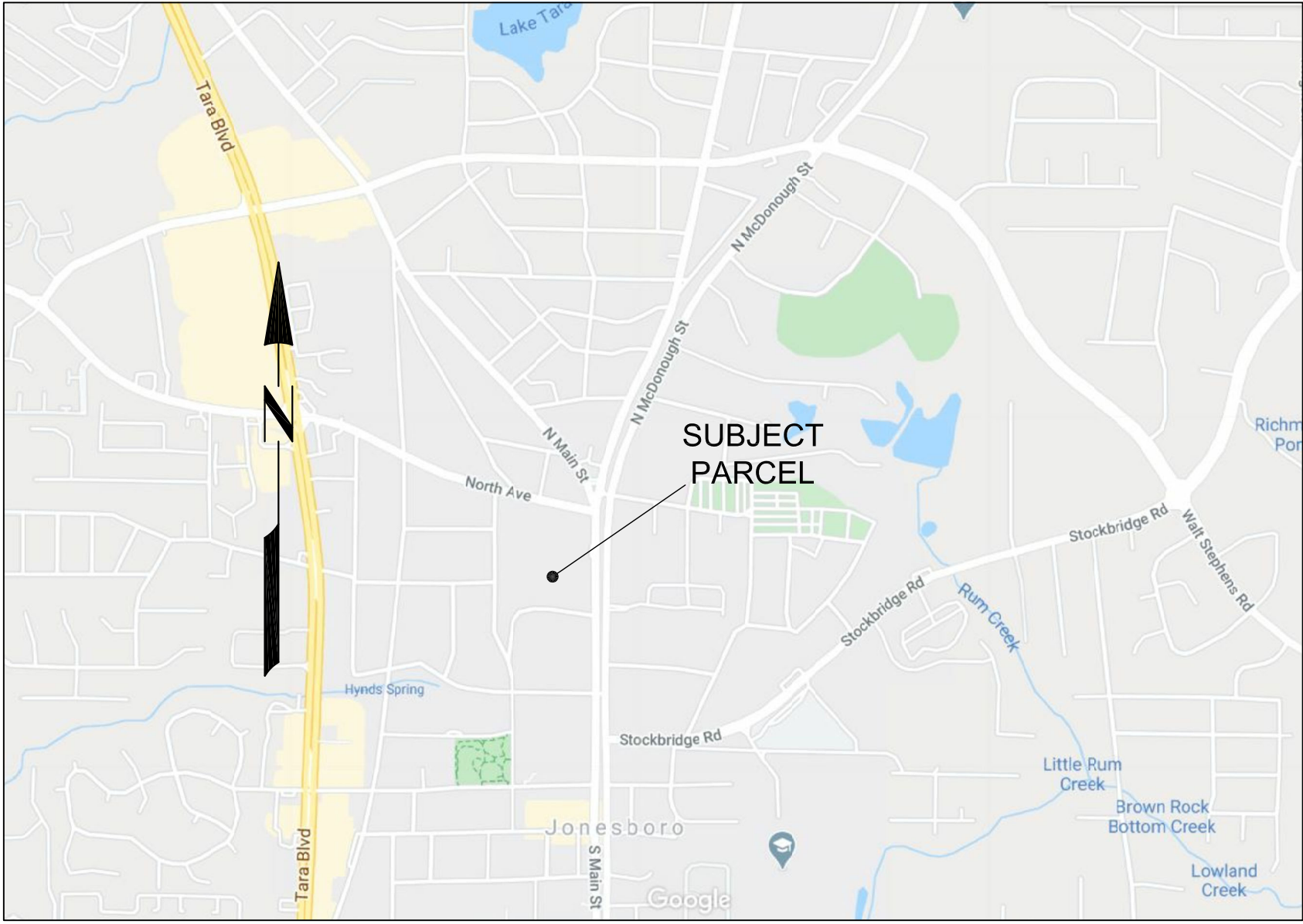
SURVEYOR'S NOTES

- A TOPCON PS 105 ROBOTIC TOTAL STATION AND SPECTRA SP80 GPS RECEIVER WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 14,676 FEET, AN ANGULAR ERROR OF 08 SECOND(S) PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 352,929 FEET.
- THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 READJUSTED IN 2011 (NAD83 (2011)).
- THE FIRM OF SEILER & ASSOCIATES, INC DOES NOT CERTIFY TO THE CORRECTNESS OR ACCURACY OF THE UNDERGROUND UTILITIES SHOWN OR NOT SHOWN HEREON.
- I.P.S. INDICATES A 1/2" REBAR SET WITH SURVEYOR'S CAP STAMPED "SEILER LSF 390" UNLESS OTHERWISE NOTED.

SURVEYOR'S REFERENCES

- GIS EXHIBIT PROVIDED BY CLAYTON COUNTY WATER AUTHORITY.
- JONESBORO STREETSCAPE RIGHT-OF-WAY PLANS, PROJECT NO. STP-0004-00(633/P.I. 0004633) PREPARED BY JORDAN, JONES & GOULDING, PLANS COMPLETED AUGUST 20, 2004 AND APPROVED ON OCTOBER 19, 2004.

A.L.T.A./N.S.P.S. LAND TITLE SURVEY  
FOR  
ONESTREET RESIDENTIAL  
AND  
FIRST AMERICAN TITLE INSURANCE COMPANY  
LAND LOT 240 • 13TH DISTRICT • CLAYTON COUNTY  
CITY OF JONESBORO, GA



VICINITY MAP  
NOT TO SCALE

ALTA TABLE A ITEM NOTES

- 6.a. ZONING REPORT NOT FURNISHED.
11. UNDERGROUND UTILITIES SHOWN HEREON PER ABOVE GROUND EVIDENCE IN ORDER TO COMPLY WITH ALTA TABLE A ITEM 11a.
16. AS OF THE DATE OF FIELD SURVEY, THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
17. AS OF THE DATE OF FIELD SURVEY, THERE IS ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

SURVEYOR'S CERTIFICATION

TO: ONESTREET RESIDENTIAL AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 8, 11a, 13, 14, 16, 17, 18, and 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 9, 2021.

William B. King  
WILLIAM B. KING, GA, R.L.S. NO. 3132  
MEMBER, SURVEYING AND MAPPING  
SOCIETY OF GEORGIA

3-12-21  
DATE

SCHEDULE B - SECTION II ITEMS  
FIRST AMERICAN INSURANCE COMPANY  
FILE NO. 88-385.21874-25 EFFECTIVE DATE: December 18, 2020 at 08:00 AM

10. CITY OF JONESBORO CONSTRUCTION AND MAINTENANCE AGREEMENT FROM JACK W. BRANAN TO THE CITY OF JONESBORO DATED SEPTEMBER 12, 2006 AND RECORDED IN DEED BOOK 9153, PAGE 454, CLAYTON COUNTY RECORDS (AS TO VESTING PARCEL 1).

THIS ITEM IS PLOTTED HEREON AND AFFECTS A PORTION OF VESTING PARCEL 1 ALONG MAIN STREET. HOWEVER, THIS ITEM IS LOCATED OFFSITE, OUTSIDE THE LIMITS OF THE RESIDENTIAL AREA BOUNDARY SHOWN ON THIS SURVEY.

11. EASEMENT GRANTS FOR THE PURPOSE OF PLACING, LAYING, BURYING, CONSTRUCTING, INSTALLING, OPERATING, REPAIRING, MAINTAINING, RENEWING, REBUILDING, REPLACING AND REMOVING TELECOMMUNICATIONS FACILITIES IN FAVOR OF CLASS CORRIDOR, LLC, AS CONTAINED IN THAT NOTICE OF ORDER AND JUDGMENT AFFECTING INTEREST IN REAL ESTATE RECORDED ON OCTOBER 4, 2005 IN DEED BOOK 8324, PAGE 258, CLAYTON COUNTY RECORDS, AS AFFECTED BY DEED OF ASSIGNMENT OF CABLE SIDE SETTLEMENT CORRIDOR EASEMENTS FROM CLASS CORRIDOR, LLC TO THOROUGHbred TECHNOLOGY AND TELECOMMUNICATIONS, INC. DATED AS OF DECEMBER 9, 2005 AND RECORDED IN DEED BOOK 8476, PAGE 27, CLAYTON COUNTY RECORDS (AS TO VESTING PARCEL 1 AND VESTING PARCEL 3).

THIS ITEM IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE, AND AFFECTS A PORTION OF THE SUBJECT PROPERTY (VESTING PARCEL 1 AND VESTING PARCEL 3). HOWEVER IT IS NOTED THAT THE EASEMENT LOCATION IS DESCRIBED AS BEING ALONG OR ADJACENT TO THE NORFOLK SOUTHERN RAILROAD. THIS LOCATION DOES NOT AFFECT THE RESIDENTIAL AREA BOUNDARY SHOWN ON THIS SURVEY. OBSERVED EVIDENCE OF UNDERGROUND CABLE FACILITIES (CABINETS, MARKER POSTS, ETC.) ARE SHOWN ON THE SURVEY.

12. EASEMENT FROM A. R. EVANS TO THE CITY OF FOREST PARK DATED NOVEMBER 10, 1964 AND RECORDED IN DEED BOOK 387, PAGE 418, CLAYTON COUNTY RECORDS (AS TO VESTING PARCEL 3). THIS ITEM IS NOT PLOTTED HEREON BECAUSE IT IS LOCATED OFFSITE, IN THE CITY OF FOREST PARK, GEORGIA.

13. CITY OF JONESBORO CONSTRUCTION AND MAINTENANCE AGREEMENT FROM JACK W. BRANAN TO THE CITY OF JONESBORO DATED SEPTEMBER 12, 2006 AND RECORDED IN DEED BOOK 9153, PAGE 489, CLAYTON COUNTY RECORDS (AS TO VESTING PARCEL 3).

THIS ITEM IS PLOTTED HEREON AND AFFECTS A PORTION OF VESTING PARCEL 3 ALONG MAIN STREET. HOWEVER, THIS ITEM IS LOCATED OFFSITE, OUTSIDE THE PORTION OF VESTING PARCEL 3 WHICH IS INCLUDED IN THE RESIDENTIAL AREA BOUNDARY SHOWN ON THIS SURVEY.

14. CITY OF JONESBORO CONSTRUCTION AND MAINTENANCE AGREEMENT FROM JACK W. BRANAN TO THE CITY OF JONESBORO DATED SEPTEMBER 12, 2006 AND RECORDED IN DEED BOOK 9153, PAGE 463, CLAYTON COUNTY RECORDS (AS TO VESTING PARCEL 5).

THIS ITEM IS PLOTTED HEREON AND AFFECTS A PORTION OF VESTING PARCEL 2 ALONG MAIN STREET (DOES NOT AFFECT VESTING PARCEL 5). HOWEVER, THIS ITEM IS LOCATED OFFSITE, OUTSIDE THE PORTION OF VESTING PARCEL 2 WHICH IS INCLUDED IN THE RESIDENTIAL AREA BOUNDARY SHOWN ON THIS SURVEY.

15. CITY OF JONESBORO CONSTRUCTION AND MAINTENANCE EASEMENT FROM LOUISE JENKINS BENNETT TO THE CITY OF JONESBORO DATED MARCH 14, 2007 AND RECORDED IN DEED BOOK 9832, PAGE 509, CLAYTON COUNTY RECORDS (AS TO VESTING PARCEL 6).

THIS ITEM IS PLOTTED HEREON AND AFFECTS A PORTION OF VESTING PARCEL 6 ALONG MAIN STREET. HOWEVER, THIS ITEM IS LOCATED OFFSITE, OUTSIDE THE PORTION OF VESTING PARCEL 6 WHICH IS INCLUDED IN THE RESIDENTIAL AREA BOUNDARY SHOWN ON THIS SURVEY.

16. EASEMENT FROM DASANI ENTERPRISES, INC. TO CHEVRON U.S.A., INC. DATED AUGUST 6, 1997 AND RECORDED IN DEED BOOK 3132, PAGE 44, CLAYTON COUNTY RECORDS (AS TO VESTING PARCEL 7).

THIS ITEM IS IDENTIFIED HEREON BUT NOT PLOTTED BECAUSE IT IS BLANKET IN NATURE, AND AFFECTS THE ENTIRE SUBJECT PROPERTY (VESTING PARCEL 7).

17. CITY OF JONESBORO CONSTRUCTION AND MAINTENANCE EASEMENT FROM DAYANI ENTERPRISES, INC. TO THE CITY OF JONESBORO DATED OCTOBER 13, 2006 AND RECORDED IN DEED BOOK 9153, PAGE 473, CLAYTON COUNTY RECORDS (AS TO VESTING PARCEL 7).

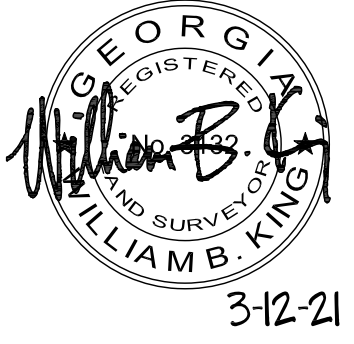
THIS ITEM IS PLOTTED HEREON AND AFFECTS A PORTION OF VESTING PARCEL 7 ALONG MAIN STREET. HOWEVER, THIS ITEM IS LOCATED OFFSITE, OUTSIDE THE PORTION OF VESTING PARCEL 7 WHICH IS INCLUDED IN THE RESIDENTIAL AREA BOUNDARY SHOWN ON THIS SURVEY.

FLOOD NOTE:  
ACCORDING TO FEMA F.I.R.M. PANEL NUMBER: 13063C0088F EFFECTIVE DATE: JUNE 7, 2017 AND BY GRAPHIC PLOTTING ONLY, (NO) PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE X OF THE FLOOD INSURANCE RATE MAP FOR CITY OF JONESBORO, GA.

Seiler & Associates, Inc. © Copyright 2021  
THESE DRAWINGS AND THE REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

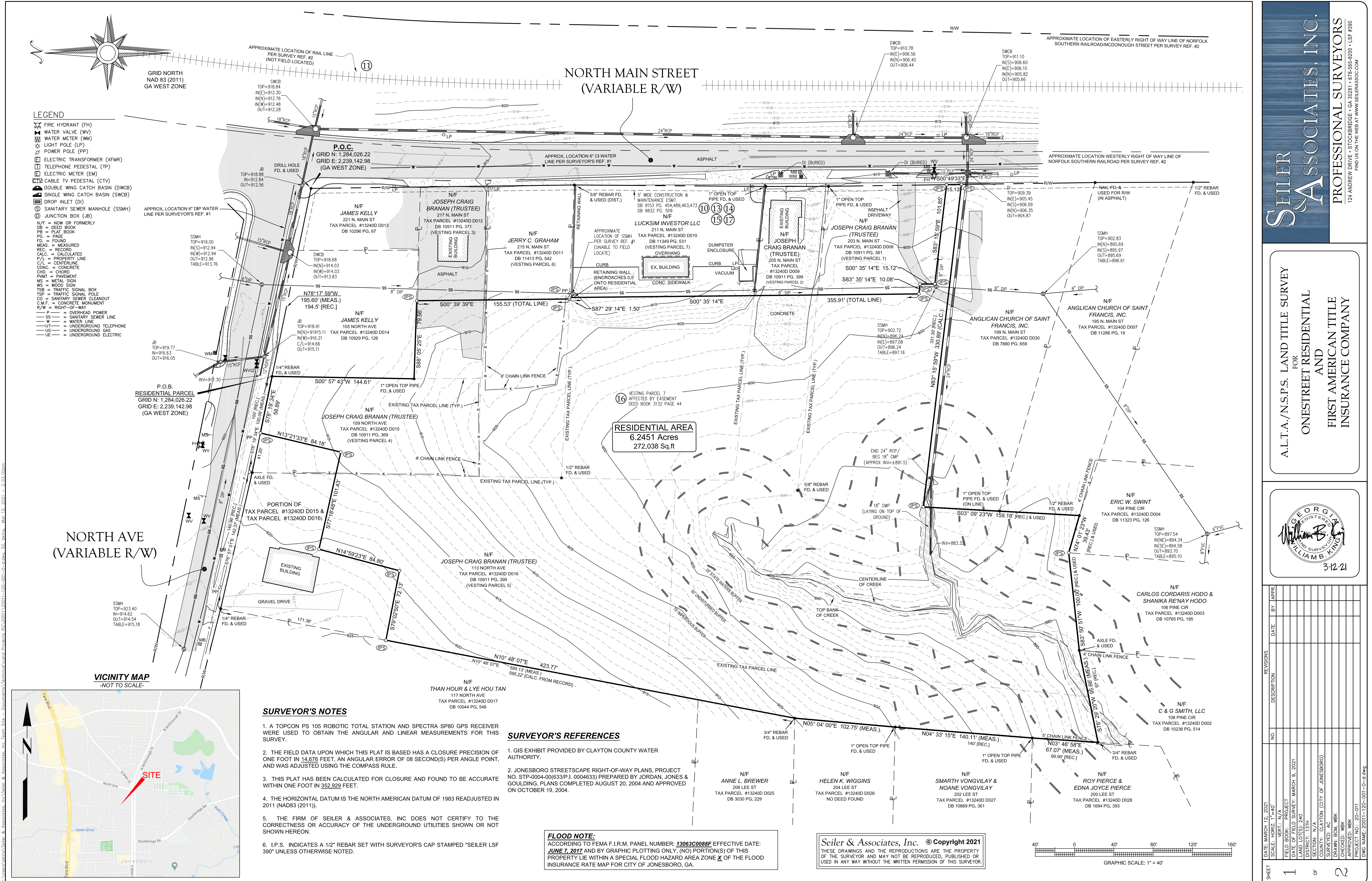
SEILER & ASSOCIATES, INC.  
PROFESSIONAL SURVEYORS  
124 ANDREW DRIVE • STOCKBRIDGE • GA 30281 • 878-565-9200 • LSF #390  
FIND US ON THE WEB AT WWW.SEILERASSOC.COM

A.L.T.A./N.S.P.S. LAND TITLE SURVEY  
FOR  
ONESTREET RESIDENTIAL  
AND  
FIRST AMERICAN TITLE  
INSURANCE COMPANY



| SHEET | DATE: MARCH 12, 2021 |              | REVISIONS           |                                     | NO.              |                | DESCRIPTION  |                                     | DATE         |                 | BY           |               | APPR.               |                                |
|-------|----------------------|--------------|---------------------|-------------------------------------|------------------|----------------|--------------|-------------------------------------|--------------|-----------------|--------------|---------------|---------------------|--------------------------------|
|       | SCALE: HORIZ. 1"=40' | VERT. 1"=40' | FIELD BOOK: PROJECT | DATE OF FIELD SURVEY: MARCH 9, 2021 | LAND LOT(S): 240 | DISTRICT: 13TH | SECTION: N/A | COUNTY: CLAYTON (CITY OF JONESBORO) | SURVEYED: AC | DRAWN: BOM. WKB | CHECKED: WKB | APPROVED: WKB | PROJECT NO.: 20-011 | DWG NAME: 2001-120-001-0-d.lwg |
| 1     |                      |              |                     |                                     |                  |                |              |                                     |              |                 |              |               |                     |                                |
| 2     |                      |              |                     |                                     |                  |                |              |                                     |              |                 |              |               |                     |                                |





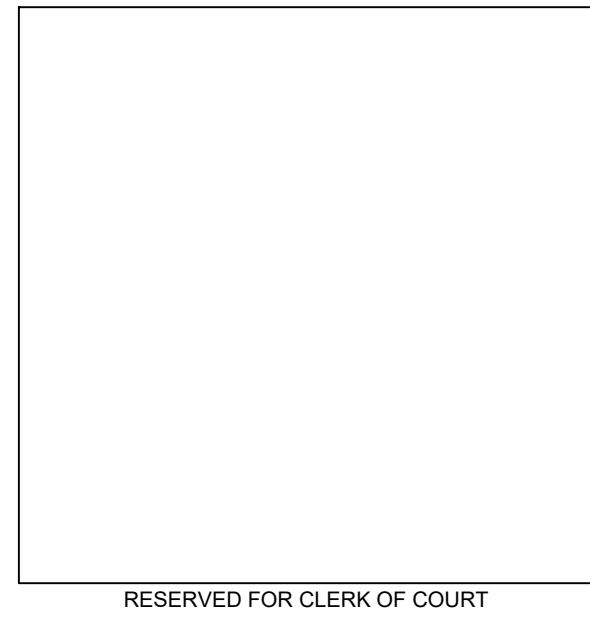
**SEILER & ASSOCIATES, INC.**  
**PROFESSIONAL SURVEYORS**  
124 ANDREW DRIVE • STOCKBRIDGE • GA 30281 • 878-365-9200 • LSF #390  
FIND US ON THE WEB AT WWW.SEILERASSOCIATES.COM

**A.L.T.A./N.S.P.S. LAND TITLE SURVEY**  
FOR  
**ONESTREET RESIDENTIAL**  
AND  
**FIRST AMERICAN TITLE**  
**INSURANCE COMPANY**



| SHEET | DATE | MARCH 12, 2021 | SCALE | HORIZ. 1"=40' | VERT. 1"=40' | FIELD BOOK | PROJECT | DATE OF FIELD SURVEY | MARCH 9, 2021 | LAND LOT(S) | 240 | DISTRICT | 13TH | SECTION | N/A | COUNTY | CLAYTON (CITY OF JONESBORO) | SURVEYED BY | AC | DRAWN BY | BOM | WBK | CHECKED BY | WBK | APPROVED BY | WBK | PROJECT NO. | 20-011 | DWG NAME | 20011-120-001-0-dwg |
|-------|------|----------------|-------|---------------|--------------|------------|---------|----------------------|---------------|-------------|-----|----------|------|---------|-----|--------|-----------------------------|-------------|----|----------|-----|-----|------------|-----|-------------|-----|-------------|--------|----------|---------------------|
|       |      |                |       |               |              |            |         |                      |               |             |     |          |      |         |     |        |                             |             |    |          |     |     |            |     |             |     |             |        |          |                     |
| 1     |      |                |       |               |              |            |         |                      |               |             |     |          |      |         |     |        |                             |             |    |          |     |     |            |     |             |     |             |        |          |                     |
| 2     |      |                |       |               |              |            |         |                      |               |             |     |          |      |         |     |        |                             |             |    |          |     |     |            |     |             |     |             |        |          |                     |





GRID NORTH  
NAD 83 (2011)  
GA WEST ZONE

#### OWNER'S ACKNOWLEDGEMENT

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID.

#### OWNER / SUBDIVIDER, PARCELS 1, 4 & 5

JOSEPH CRAIG BRANAN, TRUSTEE

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

#### OWNER / SUBDIVIDER, PARCEL 2

JERRY C. GRAHAM

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

#### OWNER / SUBDIVIDER, PARCEL 3

LUCKSIM INVESTOR LLC

BY: \_\_\_\_\_

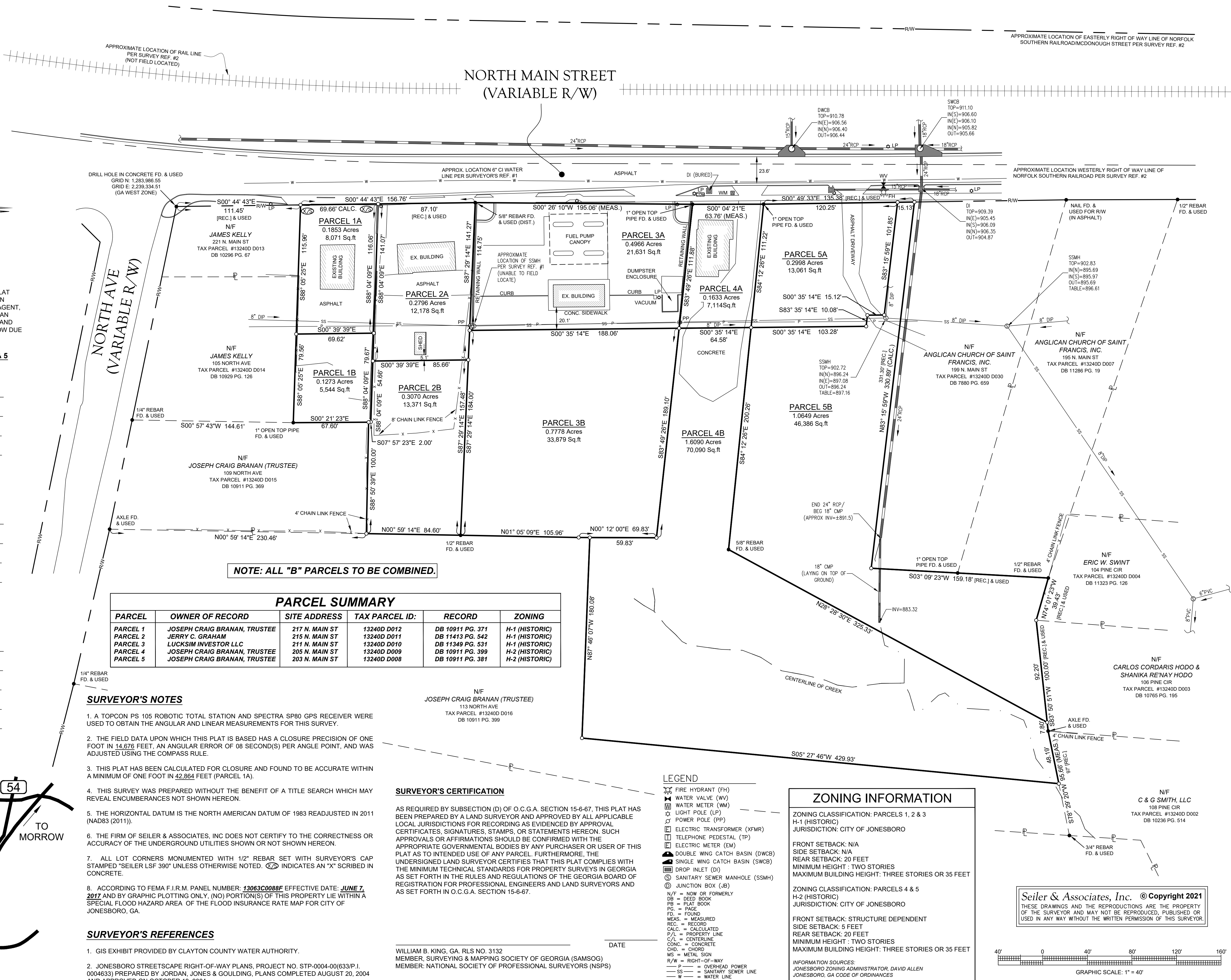
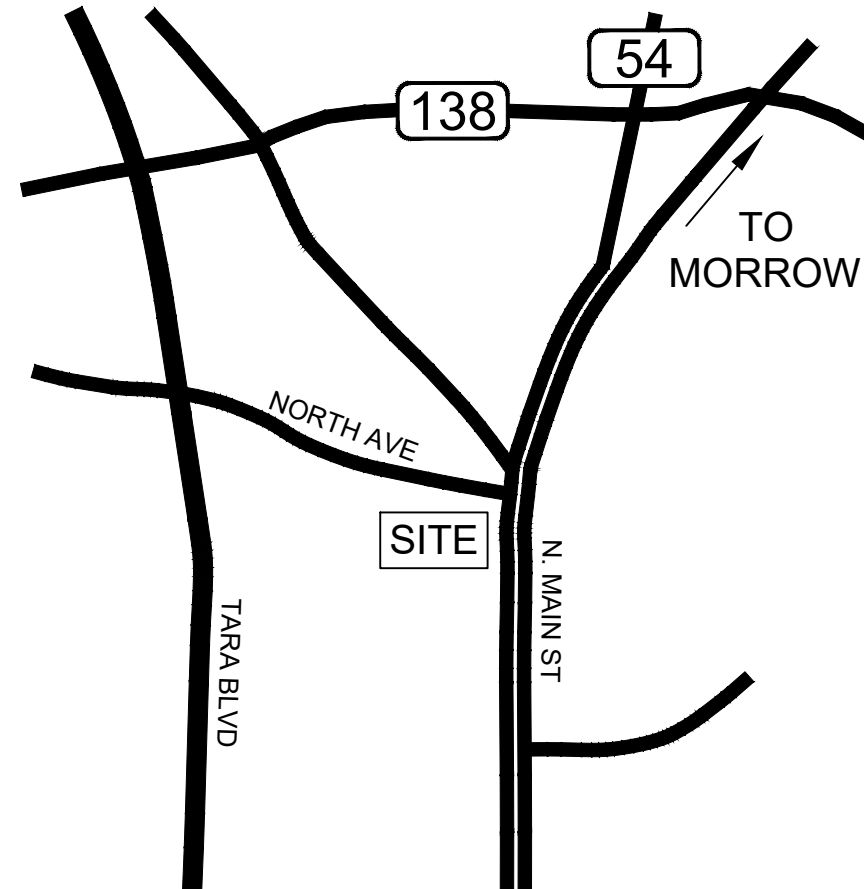
NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

#### VICINITY MAP -NOT TO SCALE-



#### SURVEYOR'S NOTES

- A TOPCON PS 105 ROBOTIC TOTAL STATION AND SPECTRA SP80 GPS RECEIVER WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 14,876 FEET, AN ANGULAR ERROR OF 08 SECOND(S) PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN A MINIMUM OF ONE FOOT IN 42,864 FEET (PARCEL 1A).
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH WHICH MAY REVEAL ENCUMBRANCES NOT SHOWN HEREON.
- THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 READJUSTED IN 2011 (NAD83 (2011)).
- THE FIRM OF SEILER & ASSOCIATES, INC DOES NOT CERTIFY TO THE CORRECTNESS OR ACCURACY OF THE UNDERGROUND UTILITIES SHOWN OR NOT SHOWN HEREON.
- ALL LOT CORNERS MONUMENTED WITH 1/2" REBAR SET WITH SURVEYOR'S CAP STAMPED "SEILER LSF 390" UNLESS OTHERWISE NOTED. ⊗ INDICATES AN "X" SCRIBED IN CONCRETE.
- ACCORDING TO FEMA F.I.R.M. PANEL NUMBER: **13063C0008F** EFFECTIVE DATE: **JUNE 7, 2017** AND BY GRAPHIC PLOTTING ONLY, (NO) PORTION(S) OF THIS PROPERTY LIE WITHIN A SPECIAL FLOOD HAZARD AREA OF THE FLOOD INSURANCE RATE MAP FOR CITY OF JONESBORO, GA.

#### SURVEYOR'S REFERENCES

- GIS EXHIBIT PROVIDED BY CLAYTON COUNTY WATER AUTHORITY.
- JONESBORO STREETSCAPE RIGHT-OF-WAY PLANS, PROJECT NO. STP-0004-00(633)/P.1. 0004633) PREPARED BY JORDAN, JONES & GOULDING, PLANS COMPLETED AUGUST 20, 2004 AND APPROVED ON OCTOBER 19, 2004.

#### SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

WILLIAM B. KING, GA. RLS NO. 3132  
MEMBER, SURVEYING & MAPPING SOCIETY OF GEORGIA (SAMSOG)  
MEMBER: NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS)

DATE \_\_\_\_\_

**SEILER & ASSOCIATES, INC.**  
PROFESSIONAL SURVEYORS  
124 ANDREW DRIVE • STOCKBRIDGE • GA 30281 • 678-565-9200 • LSF #390  
FIND US ON THE WEB AT WWW.SEILERASSOC.COM

MINOR SUBDIVISION PLAT  
FOR  
HEARTHSIDE JONESBORO

**DRAFT**  
(FOR CLIENT REVIEW ONLY)  
DATE OF ISSUE: 6-17-21

| SHEET | DATE: MAY 7, 2021 | SCALE: HORIZ. 1"=40' | NO. | DESCRIPTION                          | REVISED | BY | APPR. |
|-------|-------------------|----------------------|-----|--------------------------------------|---------|----|-------|
|       |                   |                      |     |                                      |         |    |       |
| 1     |                   |                      | 1   | REVISED PARCELS 2A/2B                |         |    |       |
|       |                   |                      |     | FIELD BOOK: PROJECT                  |         |    |       |
|       |                   |                      |     | DATE OF FIELD SURVEY: MARCH 25, 2021 |         |    |       |
|       |                   |                      |     | LAND LOT(S): 240                     |         |    |       |
|       |                   |                      |     | DISTRICT: 13TH                       |         |    |       |
|       |                   |                      |     | SECTION: N/A                         |         |    |       |
|       |                   |                      |     | COUNTY: CLAYTON (CITY OF JONESBORO)  |         |    |       |
|       |                   |                      |     | SURVEYED: AC, 45                     |         |    |       |
|       |                   |                      |     | DRAWN: WBK                           |         |    |       |
|       |                   |                      |     | CHECKED: WBK                         |         |    |       |
|       |                   |                      |     | APPROVED: WBK                        |         |    |       |
|       |                   |                      |     | PROJECT NO.: 20-011                  |         |    |       |
|       |                   |                      |     | DWG. NAME: 20011-500-0011-1.dwg      |         |    |       |





## MEMORANDUM

**To:** OneStreet Residential, LLC  
2000 RiverEdge Parkway, Suite 450  
Atlanta, GA 30360

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

**Date:** July 23, 2021

**Re:** Notification of Request for Minor Subdivision Plat; Tax Map Parcel Nos. 13240D D008, 13240D D009, 13240D D010, 13240D D011, and 13240D D012.

---

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro has received your request for the following requested minor subdivision plat for the above referenced property.

A decision will be made for this item on Monday, August 9, 2021 at 6:00 p.m. before the Jonesboro Mayor and City Council. The Jonesboro Mayor and City Council will first discuss this item at their next Work Session on Monday, August 2, 2021 at 6:00 p.m. The meetings 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](mailto:dallen@jonesboroga.com).

Sincerely,

David D. Allen  
Community Development Director / Zoning Administrator

Attachment: Acceptance Letter (1941 : Heartside Jonesboro Minor Subdivision Plat)



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

Agenda Item #

5.3

- 3

COUNCIL MEETING DATE  
August 2, 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.)

Discussion regarding a Conditional Use Permit Application, 21-CU-013, for a church, by the estate of John Mitchell, property owner, and Iyabo Okuribido / Golden Crown C&S Church, applicant, for property at 186 North Avenue (Parcel No. 13239B B005), Jonesboro, Georgia 30236.

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

Section 86-107 C-2 District Purpose and Standards; Conditional Uses, Article VI, Sec. 86-183

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

Yes Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

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

Agency recommendation – **Denial of Conditional Use application**; In June, the applicant completed a zoning verification form for a church at 186 North Avenue, Suite 102. The property is zoned C-2, Highway Commercial, and has several buildings with multiple suites within, hosting a variety of businesses for many years. The Table of Uses requires a conditional use permit for this particular kind of use in C-2 zoning, with the following conditions:

Sec. 86-183. - NAICS 8131, 81311 Churches, other places of worship, and religious organizations.

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

(1) Must be located on a street having a classification of collector or greater.

(2) Must be established on a lot having a minimum area of one acre and a minimum frontage of 150 feet.

(3) Must conform to Chapter 6 setbacks, Alcoholic Beverages.

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

(5) Must meet the requirements of Article XIII – Parking, Loading, and Interior Circulation.

(6) Must meet applicable buffer requirements of Article XV – Landscaping and Buffers.

(7) No paved parking area shall be established within 25 feet of a lot that is zoned residential or contains a residential use.

(8) Height regulations. The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line.; however, no building shall ever exceed a total height of 75 feet.

Sec. 86-107. - C-2 neighborhood commercial district.

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

August, 2, 2021

**Signature**

**City Clerk's Office**

(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. **A church is not one of the targeted purposes of the C-2 Highway Commercial district.**

(b) Development standards.

- (1) Minimum lot area: 43,560 square feet (one acre) **Overall property is 2 acres.**
- (2) Minimum lot width: 100 feet **The lot width is approximately 275 feet.**
- (3) Minimum front yard: 40 feet **Existing building**
- (4) Minimum side yard: 30 feet, when adjoining a residential use, otherwise zero **Existing building**
- (5) Minimum rear yard: 40 feet, when adjoining a residential use, otherwise zero **Existing building**
- (6) Maximum building floor area per story: none **Existing building**
- (7) Maximum building height: 40 feet **Existing building**
- (8) Minimum building separation: per building codes **Existing building**
- (9) Maximum lot coverage: 80 percent **Existing building and parking**

**In doing research for the application, it was discovered that a unrelated, small church was in the same suite from the summer of 2019 until May 2021 (see attached documents). There are no records of any zoning procedures or inspections for this former church, New Deliverance Deliverance Ministries, save for a small window sticker near the entrance. The inside of the suite still has portable chairs and a pulpit from the former church, which the present applicant said they purchased. Due to the fact that the former church was never officially approved by the City, the "60-day continuance clause" of Section 86-121 would not apply and the Golden Crown C&S Church must seek its own approval just like a church was never there.**

Sec. 86-121. - Generally.

*Conditional uses may be permitted upon a finding by Mayor and Council that the proposed use conforms to the minimum listed conditions and the standards of review of this article. Approval of conditional uses is subject to the procedural requirements of property rezoning of Article XII. A conditional use will continue so long as the use thereby allowed is actually being conducted on the property to which it applies or as subsequently modified by the Mayor and Council pursuant to the provisions of this chapter, **once activity authorized by a conditional use has been discontinued for a period of 60 days, the conditional use shall expire without further action by the Mayor and Council and such use may not thereafter be made on premises without reapplication therefore and approval thereof by the Mayor and Council.** In making the decision regarding whether or not a conditional use has been discontinued, the Zoning Administrator shall base his judgment upon objective criteria gained from observation of the premises. The subjective intent of the owner or lessee of the property shall not be considered.*

**For the current application:**

Sec. 86-183. - NAICS 8131, 81311 Churches, other places of worship, and religious organizations.

*The following conditions are assigned in the CCM, H-1, H-2, O&I, MX, C-1, C-2, and M-1 districts:*

- (1) Must be located on a street having a classification of collector or greater. **Condition met; North Avenue is a collector street.**
- (2) Must be established on a lot having a minimum area of one acre and a minimum frontage of 150 feet. **Condition met. The total acreage is 2.20 acres for the whole property, but this is shared by three buildings and a common parking lot.**
- (3) Must conform to Chapter 6 setbacks, Alcoholic Beverages. **Condition met; The Palace Event Center in the adjacent building is not approved to serve alcohol. The QuikTrip across North Avenue sells package beer and**

(4) *Must be stand-alone buildings (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).* **Condition not met.** Though 186 North Avenue is one of three standalone buildings on the property, it has multiple suites sharing common walls (and parking) within it.

(5) *Must meet the requirements of Article XIII – Parking, Loading, and Interior Circulation.* **Per Sec. 86-410 (28):** “Theaters, auditoriums, places of worship, libraries, museums, art galleries, funeral homes, gymnasiums, stadiums and other places of assembly shall provide the larger of one space for each four fixed seats or one space for each 25 square feet of floor area available for the accommodation of moveable seats in the largest assembly room, whichever is greater, plus one space for each 150 square feet of ground area used for assembly.” With the amount of seats to be used or participants unknown at this time, the amount of assembly space will have to be used (800 square feet).  $800 \text{ square feet} / 25 = 32 \text{ spaces}$ . Plus, one space per 150 square feet of ground area used for assembly =  $800 / 150 = 5.33 = 6 \text{ spaces required}$ . Thus, the minimum number of total parking spaces required would be 38 spaces. At most, there are 8 spaces in the front and 9 spaces in the back, for a total of 17 spaces provided. There are only 29 total parking spaces provided for the entire building. (Of course, the Sunday hours of operation would likely not conflict with other adjacent businesses. However, the parking for the church could potentially conflict with events at The Palace event center.) There are 96 total parking spaces between the three buildings.

(6) *Must meet applicable buffer requirements of Article XV – Landscaping and Buffers.* **Condition not met.** There would need to be a 25-foot-wide buffer along the northern property line (adjacent to attached residential) where there is none now to comply with this requirement. There is about 50 feet of space between the rear of the subject building and the rear of the closest apartment building. With the existing paved alley at the rear of the subject building, there is not enough room to install a 25-foot-wide planted buffer to shield apartment residents from church activity.

(7) *No paved parking area shall be established within 25 feet of a lot that is zoned residential or contains a residential use.* **The parking lot is existing and is already over 25 feet away from the residential near the northern property line.**

(8) *Height regulations. The maximum height for buildings abutting a residential district or use shall be three stories or 35 feet as measured at any point 30 feet from any common property line. Building height may be increased one foot for every additional foot beyond a distance of 30 feet from any common property line.; however, no building shall ever exceed a total height of 75 feet.* **Condition met. Existing building with no planned additions.**

The Future Land Use Map shows “Tara Blvd. Corridor” along this portion of North Avenue, which is intended for a mix of office, commercial / retail, government, and industrial.

Staff recommends denial of the application, in that the use cannot meet the standalone building and buffer requirements. Parking may also be a concern if the participation level reached a high number. Also, the proposed use does not align with the purposes of C-2 zoning or the Future Land Use Map.

**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

- Letter of Explanation
- Former Church
- Future Land Use
- Legal Notice
- Zoning Sign
- Acceptance Letter

**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

*M. ALHA*

## 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: 14480 SUZAN OKURIBIDO  
 Name of Business: GOLDEN CROWN C & S CHURCH  
 Property's Address: 186 north avenue H102 Jonesboro Ga 302  
 Email Address: SusanOkuribido@gmail.com  
 Phone: (Day): 6186514825 (Evening): \_\_\_\_\_

### Property Information

Current Use of Property: CHURCH VACANT  
 Proposed Use of Property (Please provide in great detail the intended use of the property):  
CHURCH

*AK*  
 Applicant's Signature

06-21-2021  
 Date

### FOR OFFICE USE ONLY:

Current Zoning: C2

NAICS Code: 8131

Required Zoning: H1, H2, H3, H4, H5, H6, H7, H8, H9, H10, H11, H12, H13, H14, H15, H16, H17, H18, H19, H20, H21, H22, H23, H24, H25, H26, H27, H28, H29, H30, H31, H32, H33, H34, H35, H36, H37, H38, H39, H40, H41, H42, H43, H44, H45, H46, H47, H48, H49, H50, H51, H52, H53, H54, H55, H56, H57, H58, H59, H60, H61, H62, H63, H64, H65, H66, H67, H68, H69, H70, H71, H72, H73, H74, H75, H76, H77, H78, H79, H80, H81, H82, H83, H84, H85, H86, H87, H88, H89, H90, H91, H92, H93, H94, H95, H96, H97, H98, H99, H100

Conditional Use Needed? ☒ Yes or ☐ No

Comments:

☐ APPROVED

DENIED ☐

REQUIRES CONDITIONAL USE PERMIT AND MUST COMPLY WITH  
SAC 96-123

*[Signature]*  
 Zoning Official Signature

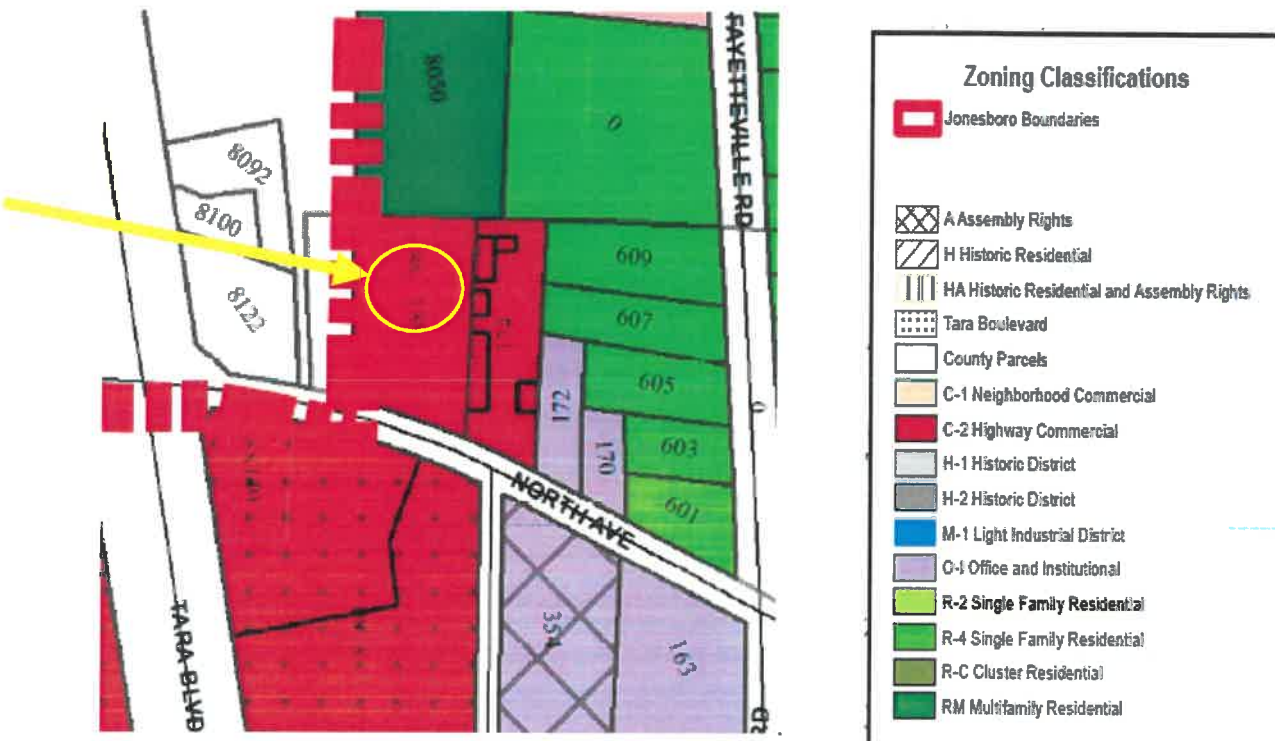
6/22/21  
 Date

Attachment: Zoning Info (1940 : 186 North Avenue Church)

Applicant – Iyabo Suzan Okuribido  
 Name of Business – Golden Crown C&S Church  
 Address - 186 North Avenue, Suite 102  
 Zoning District – C-2  
 NAICS Code: 8131  
 Proposed Use: Church

Use is permitted "by right" in the district indicated = P; Use is permitted as a conditional use (section indicated) = C; Use is not permitted = N

| NAICS Code | USES                                 | R-2 | R-4 | R-C | CCM | RM | H-1 | H-2 | O&I | MX | C-1 | C-2 | M-1 | Code Section |
|------------|--------------------------------------|-----|-----|-----|-----|----|-----|-----|-----|----|-----|-----|-----|--------------|
| 8131       | Churches and Other Places of Worship | N   | N   | N   | C   | N  | C   | C   | C   | C  | C   | C   | C   | Sec. 86-183  |



**Sec. 86-183. - NAICS 8131, 81311 Churches, other places of worship, and religious organizations.**

The following conditions are assigned in the CCM, H-1, H-2, O&I, MX, C-1, C-2, and M-1 districts:

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- (4) Must be stand-alone buildings (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).
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- (6) Must meet applicable buffer requirements of Article XV – Landscaping and Buffers.

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David D. Allen, Zoning Administrator / Community Development Director  
June 22, 2021







Image capture: Feb 2018 © 2021 Google

Google  
Street View

Google





Attachment: Property Pictures (1940 : 186 North Avenue Church)





Attachment: Property Pictures (1940 : 186 North Avenue Church)



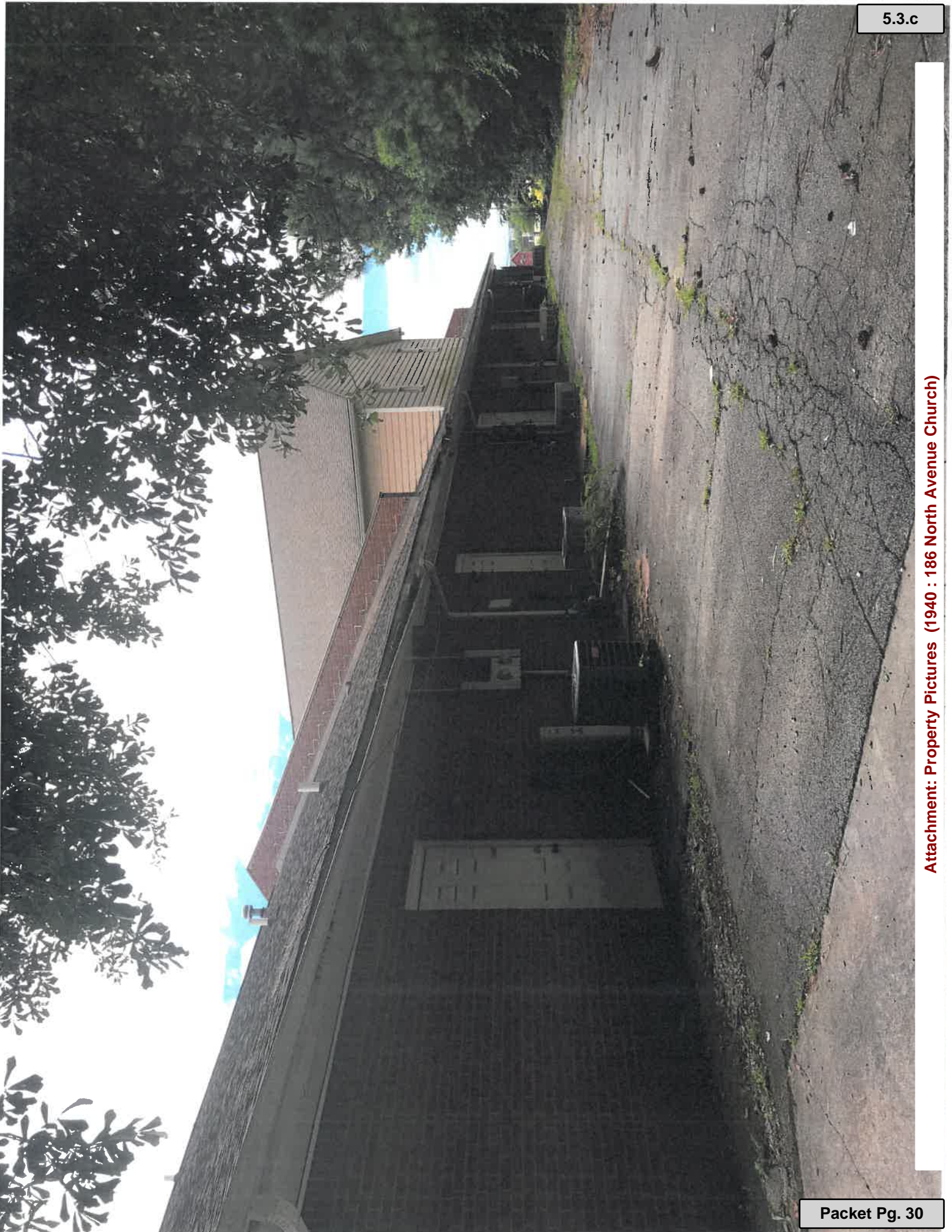






Attachment: Property Pictures (1940 : 186 North Avenue Church)





Attachment: Property Pictures (1940 : 186 North Avenue Church)

**I noticed church furniture already in the suite. Is this from the old church? How long has that church been gone?**

Good morning sir; the furniture is for the old old church that left the church. We bought everything from them. They left the place in the month of May. That was why we came to the Jonesboro county to register our own church.

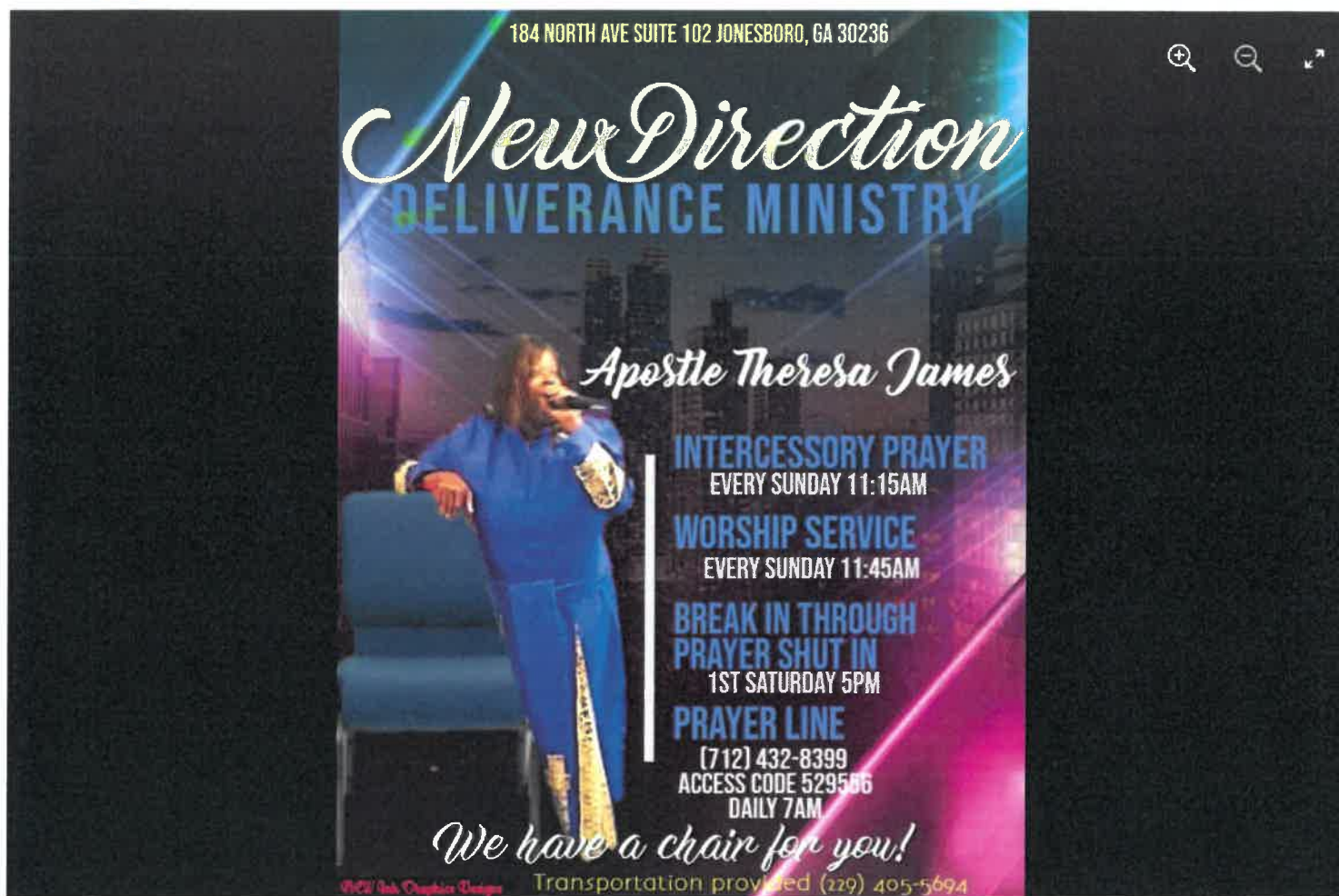
**Thank you. What would the days and hours operation for the church? What is the approximate size of the congregation?**

We only do Sunday service from 10am for Sunday school and 11am-2pm and December 31 for the crossover nite. We don't do week service. The square meters is 800 square meters. Thank you sir.

**Thank you. About how many attendees would you say you would have any given service?**

When we get the approval we will know how many people that will attend the service.





Theresa James

July 13, 2019 · 🌐

**New Direction New Location**

Join us tomorrow love to see you there

A chair just for you 🙌🙌

Teaching....

Building A Foundation of Prayer 🙏🙏🙏🙏

— with Mary Armstead and 4 others at New Directions.



19

3 Comments 3 Shares



Like



Share



Theresa James

Natoisha Watson you did this ❤️❤️❤️

Like · 2y



Felicia Haire

Love it

Like · 2y



Deanthony Myrick

Need to come vist

Like · 2y

**World (/) > United States (/search/United+States) > Georgia (/search/United+States/Georgia) > Douglasville (/search/United+States/Georgia/Douglasville)**

### Advertising



22  
NOV

**NEW DIRECTION DELIVERANCE MINISTRIES** Celebration in Honor of  
**Elect Pastor, Elder Travis Tobias Clark** Celebration-

in- in-  
Honble-  
of- of-  
Elect-  
Pastor-  
Elder-  
Travis-  
Tobias-  
Clark- (lang=fr)

15








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(<http://www.tandfonline.com/doi/10.1080/09638230600655557>)

## Advertising



10

 Emmanuel Arbee
  Venson Reeves
  Apostle Carl Oates
  Donald Hargrove
  Terize Farmer
  Elder Nick Wilson
  Clerk

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(<https://twitter.com/share?text=NEW DIRECTION DELIVERANCE MINISTRY Celebration in Honor of Elect Pastor, Elder Travis Tobias Clark&url=https://www.wherevent.com/detail/Apostle-Theresa-James-NEW-DIRECTION-DELIVERANCE-MINISTRY-Celebration-in-Honor-of-Elect-Pastor-Elder-Travis-Tobias-Clark>)

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## Event in Douglasville

8285 Courtland Street Douglasville, Georgia 30134 New Direction Deliverance Ministry  
([http://maps.google.com/maps?q=8285 Courtland Street Douglasville, Georgia 30134 New Direction Deliverance Ministry](http://maps.google.com/maps?q=8285+Courtland+Street+Douglasville,+Georgia+30134+New+Direction+Deliverance+Ministry))

**Saturday 22 November 2014, 18:00 till Sunday 23 November 2014, 19:00**

Organized by : Apostle Theresa James (<http://www.facebook.com/1373301023>)

**Sign-in / Sign-up**

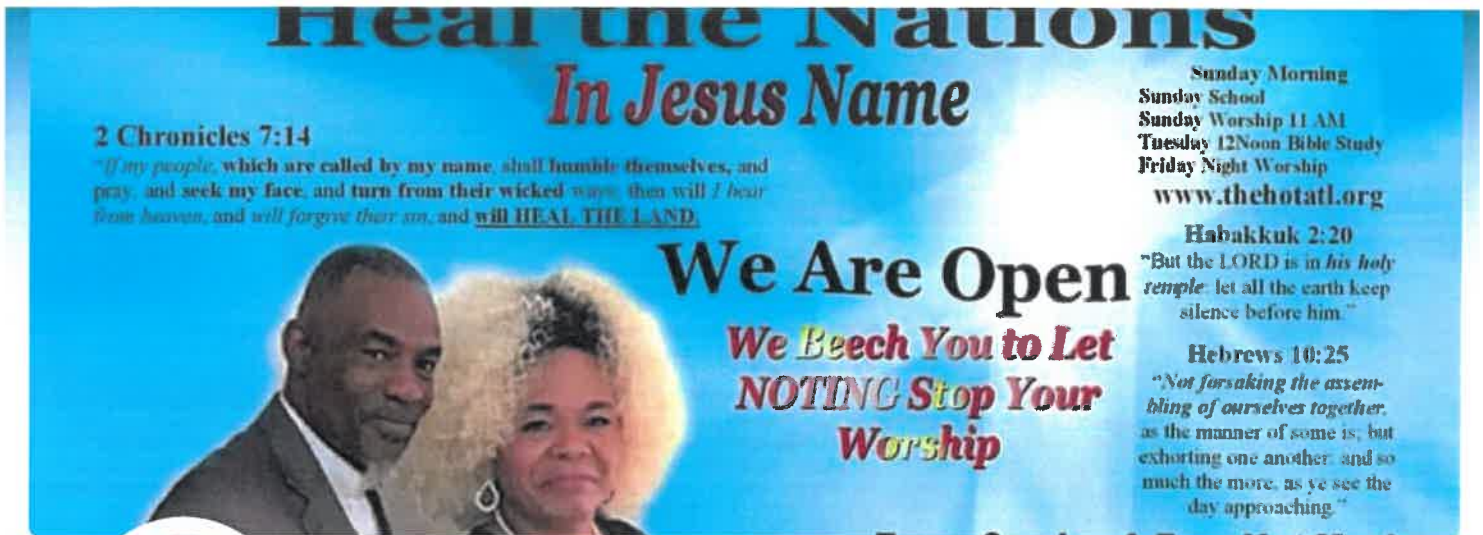
**Submit an event**

### Activities Douglasville / Description

8285 Courtland Street Douglasville, Georgia 30134  
New Direction Deliverance Ministry  
& Overseer, Apostle Theresa James  
Presents  
A Weekend of Celebration and Praise in honor of Elect Pastor, Travis Tobias Clark  
The Celebration will kick off with the  
"Blue Night Event"

**Read more**

([https://www.facebook.com/sharer/sharer.php?u=https://www.wherentv.com/detail/Apostle-Theresa-James-NEW-DIRECTION-DELIVERANCE-MINISTRY-Celebration-in-Honor-of-Elect-Pastor-Elder-Travis-Tobias-Clark&https://fbcdn-photos-h-a.akamaihd.net/hphotos-ak-xap1/v/t1.0-0/c12.50.50/p50x50/10675613\\_10202923505353309\\_5425770308539620389\\_n.jpg?oh=830679423b45eebf8262daebf53a04&oe=54B39E9A&\\_gda=1420737471\\_571c5673ac3e08e101c9ac02ac35cf411](https://www.facebook.com/sharer/sharer.php?u=https://www.wherentv.com/detail/Apostle-Theresa-James-NEW-DIRECTION-DELIVERANCE-MINISTRY-Celebration-in-Honor-of-Elect-Pastor-Elder-Travis-Tobias-Clark&https://fbcdn-photos-h-a.akamaihd.net/hphotos-ak-xap1/v/t1.0-0/c12.50.50/p50x50/10675613_10202923505353309_5425770308539620389_n.jpg?oh=830679423b45eebf8262daebf53a04&oe=54B39E9A&_gda=1420737471_571c5673ac3e08e101c9ac02ac35cf411))



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The House of Transformation Miracle Ministries [www.thehotatl.org](http://www.thehotatl.org)

January 17

Join us today for Bishop L. D. Parker's 58th Birthday Celebration. Gospel group Genesis will be our musical guests and Apostle Theresa James of New Direction Deliverance Ministry of Jonesboro, GA will be our keynote speaker.

It will be a HALLELUJAH time in the Spirit of God with laughter, love, fellowship, the Word, and high praises.

Service begins at 4:00pm.

The House of Transformation Miracle Ministries  
500 S Lee Street, LaGrange, GA 30240  
[www.thehotatl.org](http://www.thehotatl.org)

Want to bless this man of God?

Sow your seed by Cash App / Paypal / Zelle and mark it for "Pastor Aide"

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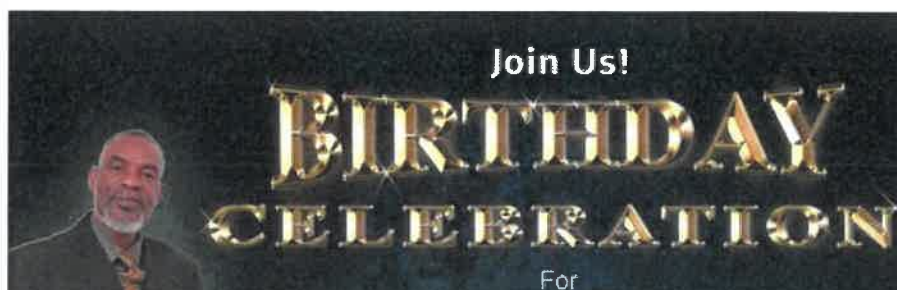
Paypal | [www.thehotatl.org/donate.html](http://www.thehotatl.org/donate.html)

Zelle | Use our special email: Give@thehotatl.org

Prayer Requests

Send in your prayer requests by inbox or email them to [prayers@thehotatl.org](mailto:prayers@thehotatl.org)

Our prayer warriors are waiting to intercede on your behalf.







2

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## OTHER POSTS



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was live.

May 23 · 🌐

May 23, 2021 Morning Service at The H.O.T.



1

1 Share



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The House of Transformation Miracle Ministries www.thehotatl.org

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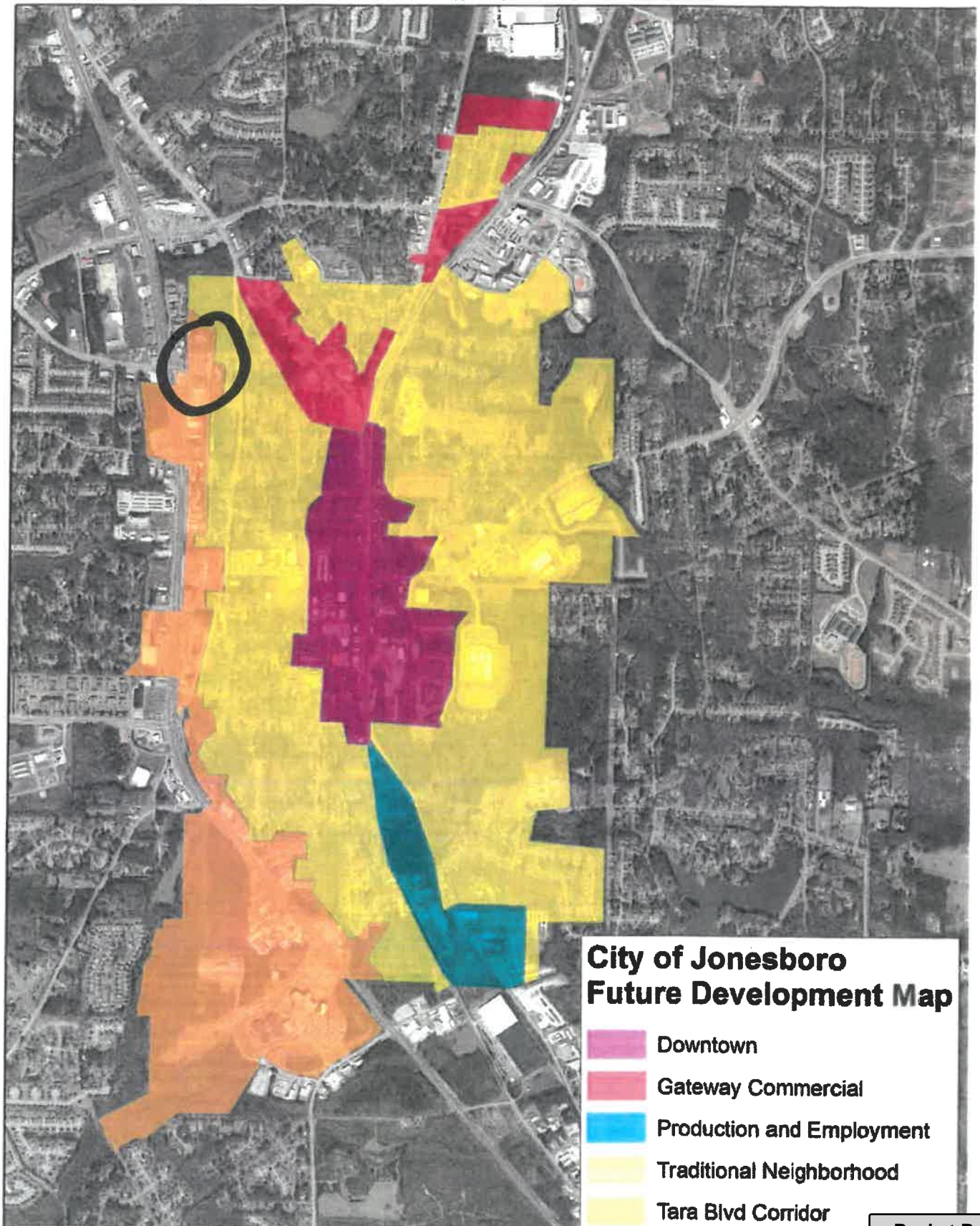
was live.

April 25 · 🌐

Morning worship at The H.O.T.



## Future Development Map



Attachment: Future Land Use (1940 : 186 North Avenue Church)



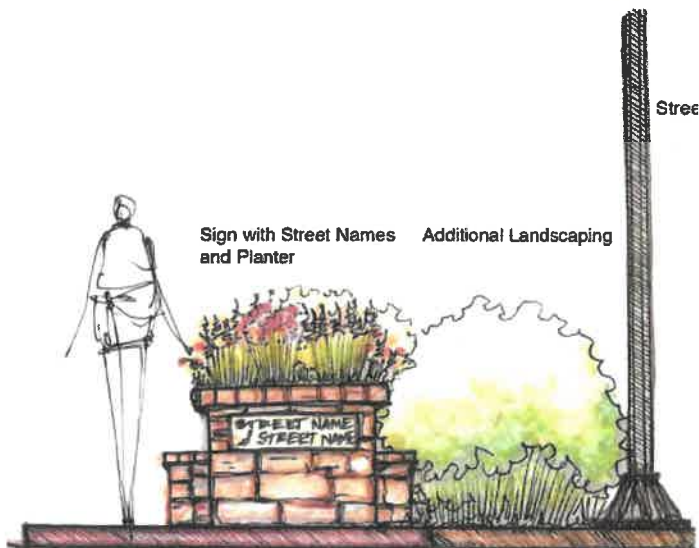
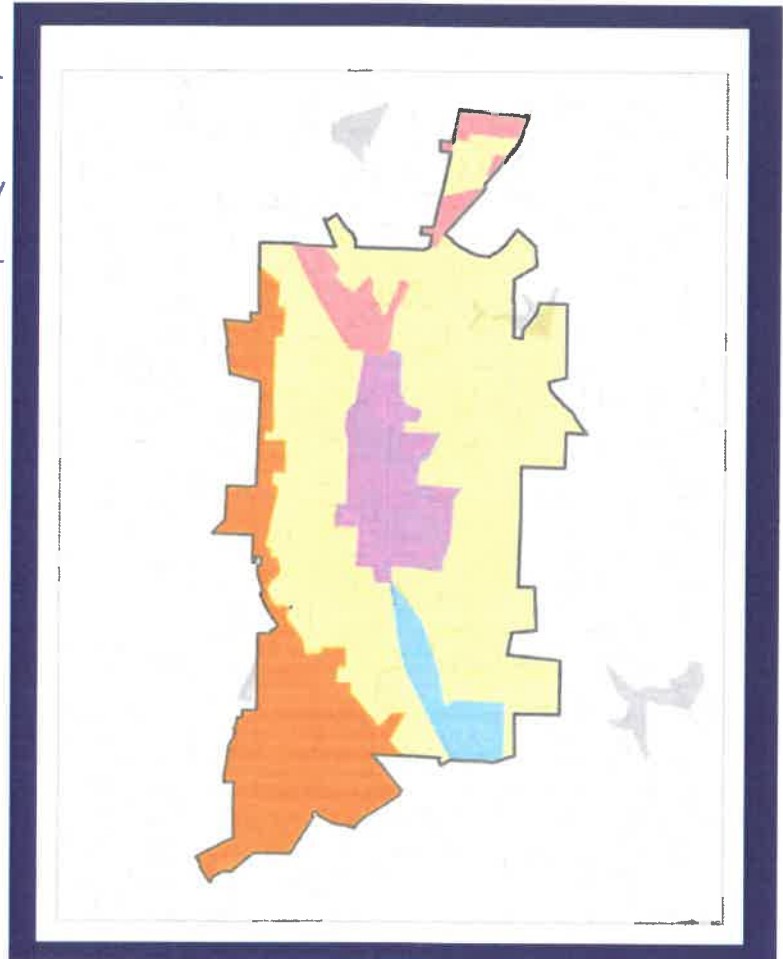
# Tara Boulevard Corridor

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

Attachment: Future Land Use (1940 : 186 North Avenue Church)

### Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on August 9, 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 church, by the estate of John Mitchell, property owner, and Iyabo Okuribido / Golden Crown C&S Church, applicant, for property at 186 North Avenue (Parcel No. 13239B B005), Jonesboro, Georgia 30236. Mayor & Council will first discuss the item at their Work Session, to be held on August 2, 2021 at 6 pm, also in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA.

David Allen  
Community Development Director

Publish 7/21/21

50156 102

Attachment: Legal Notice (1940 : 186 North Avenue Church)

# Frank Bailey Senior Center to close temporarily

From staff reports

**RIVERDALE** — The Frank Bailey Senior Center in Riverdale is set to close temporarily for repairs. The center, located at 6013 Riverdale

Road, will close from July 26-Aug. 6 to allow for the replacement of the building's air conditioner.

"We anticipate the necessary replacement for the air conditioner will be completed within a two-week time

frame," said Tori-Strawter Tanks, director of Senior Services. "Additionally, we expect that the center will be fully operational and that all classes and all programs will resume at the regular scheduled time on Aug. 9."

A make-up day for classes and programs will be re-scheduled for registered participants. Employees will be assigned to the Aging Program, Kinship Care, and the J. Charley Griswell Senior

Center temporarily until the air conditioner is properly installed and fully functional.

For more information about Clayton County Senior Services Department, visit [www.claytonseniors.com](http://www.claytonseniors.com).

## Congressman Scott accepting applications for U.S. Service Academy nominations

From staff reports

**ATLANTA** — Congressman David Scott (GA-13) has opened the 2021-2022 application process for students in Georgia's 13th Congressional District seeking U.S. Service Academy nominations.

"Each year, it is my distinct honor to nominate 13th District students to U.S. Military Academies. Their eagerness to serve our country by attending a military service academy makes me immensely proud," Scott said. "Service academies provide our students a distinguished and rigorous education with a value that exceeds \$400,000. I strongly encourage all interested 13th District students to contact my office to learn more about the unique opportunities our military academies offer and to apply for a Congressional nomination."

U.S. Service Academies are federal institutions that prepare cadets and midshipmen to become officers in the

U.S. Armed Forces, while concurrently earning their bachelor's degrees. A congressional nomination is required for students to attend the U.S. Air Force Academy, U.S. Military Academy at West Point, U.S. Naval Academy or U.S. Merchant Marine Academy.

The deadline to apply for a Congressional nomination from Scott is Oct. 29.

In addition to securing a congressional nomination, applicants must also apply directly with the academies and meet the following requirements as of July 1 of the year of admission to a service academy: be at least 17 years old and not older than 23; a U.S. citizen; a legal resident of Georgia's Thirteenth Congressional District; unmarried; not pregnant; and have no legal obligation to support children or other dependents.

For more information or to obtain an application visit [www.davidscott.house.gov](http://www.davidscott.house.gov) or call Scott's office at 770-210-5973.



David Scott



Clayton County police were fired upon after responding to a domestic violence call Wednesday morning on Mt. Zion Road.

## Suspect opens fire on police while responding to domestic violence call

By Heather Middleton  
hmiddleton@news-daily.com

**JONESBORO** — Clayton County Police officers were shot at Wednesday morning, July 14, while responding to a domestic violence call at an apartment building on Mt. Zion Road.

According to Jordan Parrish, Clayton County Police public information officer, when officers arrived the suspect flagged them down. As they approached the apartment building, the suspect began shooting at officers.

Parrish said officers took cover and did not return fire.

The suspect fled from the scene, running behind the apartment building. Police gave chase and caught the suspect some time later.

No injuries were reported. Parrish said it's unclear if the suspect shooting at police placed the 911 call to police or if there was a domestic situation.

## ROOF

From A1

**Zone and Germany.** He was injured and retired from active duty but then re-enlisted as a reservist. He still undergoes therapy for his injuries.

He and his wife have four children and 15 grandchildren.

ARAC Roof It Forward

installed the new roof on the home that was built by Johnson's grandfather in 1955. According to Johnson, his grandfather purchased 10 acres of land and built four houses for family members as they could afford it. His mother was able to purchase a home from the grandfather, and he purchased it from his mother. Although the property has since been divided up, there are still

three houses left that are owned by family members. Johnson said he has addressed some of the issues with his home over the years, such as windows, replacing a water heater and HVAC; however, he reached out to Habitat DeKalb for assistance with his leaking roof and a sump pump to control water coming into his basement.

Habitat DeKalb partnered with ARAC Roof It Forward, an Owens Corning Platinum Roofing contractor, to make the new roof possible.

The Owens Corning Roof Deployment Project is a nationwide effort to show gratitude and honor the veterans who served our country and the families who support them. Since the inception of this program in 2016, more than 275 military members have received new roofs.



Workers install a new roof at the home of U.S. Army veteran Ronald Johnson as part of the Roof It Forward project.

**ONLINE AUCTION** WEDNESDAY, AUG. 11 4 PM

**Beautiful Custom Home**  
Cherry Creek North

- 5 Bed, 4 1/2 Bath
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- 2nd Floor Master Suite & Walk-in Closet
- Garage Apartment
- Great Community
- Open Floor Plan
- Secluded 42 Acre Lot
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## Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on August 9, 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 church, by the estate of John Mitchell, property owner, and Iyabo Okuribido / Golden Crown C&S Church, applicant, for property at 186 North Avenue (Parcel No. 132398 B005), Jonesboro, Georgia 30236. Mayor & Council will first discuss the item at their Work Session, to be held on August 2, 2021 at 6 pm, also in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA.

David Allen  
Community Development Director

## POLICE

From A1

Roberts explained the program is still in its infancy. He said the department is looking at the two new social workers to build the program's foundation and that they are key to developing the program.

"We're looking to build this into something

that will provide relief to our officers and our citizens," Roberts said.

In February Roberts noted that having a social worker respond to calls when someone is in crisis can lead to them getting the help they need via social services rather than being arrested. He added that it will help free up officers to respond to other calls rather than taking them out of service for several hours.

"The new position is about providing alternatives to our community," Roberts said.

## NOTICE OF ZONING/VARIANCE/ANNEXATION MEETING

The Lake City Mayor and Council will hold a Zoning/Variance/Annexation Meeting to consider the following items:

1. Variance for all property located within the Shaktidham Subdivision off Reynolds Rd, Lake City, GA. Applicant Bhavin Patel applied on 07-06-2021. For a variance of RS1500 Set Back requirements of Rear 30ft. to Rear 20ft.

The meeting will be held at 5:30 p.m. on Monday, August 09, 2021 at:

Lake City Municipal Center  
5455 Jonesboro Rd.  
Lake City Ga. 30260  
404-366-8080

## NOTICE OF ZONING/VARIANCE/ANNEXATION MEETING

The Lake City Mayor and Council will hold a Zoning/Variance/Annexation Meeting to consider the following items:

1. To amend by revising Chapter 42 (Zoning), Article XV (Amendments), Section 42-451 (Zoning Regulations and Official Zoning Map Amendment Procedure), to include a new section entitled Section 42-451(b) (8). (Decision Criteria)

The meeting will be held at 5:30 p.m. on Monday, August 09, 2021 at:

Lake City Municipal Center  
5455 Jonesboro Rd.  
Lake City Ga. 30260  
404-366-8080

**84TH ANNUAL MEETING OF MEMBERS**

Wednesday, August 4, 2021 - 10 a.m.

Central Georgia EMC Arena  
1050 South Mulberry Street - Jackson, GA 30236

Registration gift for the first 750 members to register!

Registration begins no later than 8 a.m.

THIS IS A DRIVE-THRU MEETING. ALL MEMBERS IN ATTENDANCE WILL REMAIN IN THEIR VEHICLES FOR THE DURATION OF THE MEETING.

**BROADER HORIZONS**

Central Georgia EMC  
A Southern Bell Company





**CITY OF JONESBORO, GEORGIA**

**PUBLIC HEARING FOR:**  
CONDITIONAL Use PERMIT FOR A CHURCH BY THE ESTATE  
OF JOHN MITCHELL, PROPERTY OWNER, AND IVARO OKURIBIDO /  
GOLDEN CROWN C+S CHURCH, APPLICANT, FOR PROPERTY AT  
186 NORTH AVENUE (PARCEL 13239B 505), JONESBORO

**LOCATION**  
**170 SOUTH MAIN STREET, JONESBORO, GEORGIA 30236**

**DATE:** 8-9-21 **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 Church By The Estate  
OF JOHN MITCHELL, PROPERTY OWNER, AND LYABO OKURIBIDO /  
GOLDEN CROWN C+S Church, Applicant, For Property At  
186 North Avenue (Parcel 13239B Boos), Jonesboro

## LOCATION

170 SOUTH MAIN STREET, JONESBORO, GEORGIA 30236

DATE: 8-9-21 TIME: 6:00 PM

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



## MEMORANDUM

**To:** Iyabo Okuribido  
Golden Crown C& S Church  
5052 Lower Elms Street  
Atlanta, GA 30349

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

**Date:** July 22, 2021

**Re:** Notification of Request for Conditional Use – Church, 186 North Avenue; Tax Map Parcel No. 13239B B005

---

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:

- Church

A Public Hearing has been scheduled for Monday, August 9, 2021 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and City Council will first discuss this item at their next Work Session on Monday, August 2, 2021 at 6:00 p.m. The meetings 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](mailto:dallen@jonesboroga.com).

Sincerely,

David D. Allen  
Community Development Director / Zoning Administrator

Attachment: Acceptance Letter (1940 : 186 North Avenue Church)





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

**Agenda Item #**

**5.4**

**- 4**

**COUNCIL MEETING DATE**  
August 2, 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 subrecipient agreement for use of Community Development Block Funds between Clayton County and the City of Jonesboro for Lee Street Park improvements in the amount of \$300,000.00.

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

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

**Yes** **Economic Development**

**Summary & Background**

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

Over the past few years, City leadership focused on ensuring all of our residents, especially those persons with low to moderate income have access to quality parks and facilities. The City has ensured that all future parks would be erected in areas where mainly low to moderate income residents had the opportunity to walk to them. Out of this initiative, the City moved forward with plans to erect Lee Street Park in 2015. In this particular area, the City also concentrated on public/private partnerships to combat the pervasive blight that permeates the Downtown District. Though Lee Street Park has been an anchor for the City, there are several matters we intend to address with the utilization of HUD funds to further expand the park's use among residents and visitors alike. For a number of years, the City and County have hosted dozens of events to help promote a sense of place within our community. In addition to private rentals, local residents frequent the park daily for other social activities such as exercise, walking on the track, children playing on the playground as well as families gathering to have lunch. One of the growing concerns is the current grading of the amphitheater field and the expansion needed to continue accommodating park goers.

The principal task being undertaken by the subrecipient of this grant will be to address sloping and grading issues in the amphitheater field area by creating a transition from Lee Street Park to the new City Center site. This transition that will help with grading issues and will also create additional seating areas for the general public for park events.

Clayton County has awarded a CDBG Grant in the amount of \$300,000 to use towards this project. Staff is seeking approval from Mayor & Council of the Subrecipient Agreement.

**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.)

- 2021 City of Jonesboro - Subrecipient Agreement-
- City of Jonesboro \_PY21 Award letter (002)

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

August, 2, 2021

**Signature**

**City Clerk's Office**

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

**Approval**



HUD PROJECT GRANT NO: **B-2021-UC-13-0005**

SUBRECIPIENT AGREEMENT FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
CLAYTON COUNTY, GEORGIA  
AND  
CITY OF JONESBORO  
FOR  
LEE STREET PARK IMPROVEMENTS

THIS AGREEMENT, entered this \_\_\_\_\_ 2021, by and between Clayton County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County or Grantee", and **City of Jonesboro**, a CDBG sub recipient organization (either a participating municipality in the Clayton County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Sub recipient," located within the confines of the Clayton County, Georgia, and/or serving CDBG-eligible residents of Clayton County;

WITNESSETH:

WHEREAS, the County has received a PY2021 Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, **\$300,000.00** from Federal PY 2021; and through this Agreement, **must be expended not later than December 31, 2022**; and CDBG funds have been appropriated by the Clayton County Board of Commissioners for award to the Sub recipient for the implementation of activities determined to be CDBG-eligible by the County. The Grantee reserves the right to recapture the funds if the County finds that any or all of the CDBG funds described in this Agreement are not expended accordingly. If after the sub recipient submits the application, and prior to receiving the funds, the sub recipient determines that is unable to expend the funds as submitted through the application, the sub recipient must notify the County in writing prior to signing this agreement, in order to avoid penalty fees.

NOW, THEREFORE, it is agreed between the parties hereto that; See Exhibits submitted by the sub recipient during the application process. These are attached and made apart hereof:

|                  |                             |
|------------------|-----------------------------|
| <b>EXHIBIT 1</b> | <b>BUDGET AND PAYMENTS</b>  |
| <b>EXHIBIT 2</b> | <b>MANDATED REPORTS</b>     |
| <b>EXHIBIT 3</b> | <b>PROCUREMENT</b>          |
| <b>EXHIBIT 4</b> | <b>AGREEMENT AMENDMENTS</b> |

Attachment: 2021 City of Jonesboro - Subrecipient Agreement- (1950 : CDBG - Subrecipient Agreement (Lee Street Park))

## I. GENERAL CONDITIONS

### A. General Compliance

The Sub recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants, CDBG) including subpart K of these regulations, except that (1) the Sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. Equal Access to Housing in HUD Programs

Sub recipient agrees to comply with:

1. Through final rule effective March 5, 2012 (Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity) 24 CFR Parts 5, 200,203, 236, 400, 570, 574, 882, 891, and 982, HUD implements a policy to ensure that its core programs are open to all eligible individuals and families regardless of sexual orientation, gender identity, or marital status. This Rule follows a January 24, 2011, proposed rule, which noted evidence suggesting that lesbian, gay bisexual, and transgender (LGBT) individuals and families are being arbitrarily excluded from housing opportunities in the private sector.
2. It is important that HUD and Clayton County ensure that their programs do not involve discrimination against any individual or family otherwise eligible for HUD-assisted or – insured housing, but that its policies and programs serve as models for equal housing opportunity. Failure to comply with the requirements of this Rule will be considered a violation of the program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations.
3. Under 24 CFR 5.100 “sexual orientation” is defined as “homosexuality, heterosexuality, or bisexuality,” a definition that the Office of Personnel Management (OPM) uses in the context of the federal workforce in its publication “Addressing Sexual Orientation in Federal Civilian Employment: A Guide to Employee Rights.”
4. To promote equal access to HUD’s housing programs without regard to sexual orientation or gender identity HUD prohibits unlawful inquiries regarding sexual orientation or gender identity. As proposed, the prohibition precludes owners and operators of HUD-assisted housing or housing whose financing is insured by HUD from inquiring about sexual orientation or gender identity of an applicant for, or occupant of, the dwelling, whether renter- or owner-occupied.

### C. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

D. “Hold Harmless”

The Sub recipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Sub recipient and property of Sub recipient, which are caused by or sustained in connection with the tasks carried out by the Sub recipient under this Agreement.

E. Workers’ Compensation

The Sub recipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. Sub recipient shall require that its insurance carrier notify the County in the event the insurance cancelled. Sub recipient shall provide the Grantee with proof of worker’s compensation insurance.

F. Insurance & Bonding

The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub recipient shall comply with the requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance and with the requirements of the Clayton County Procurement Policy. **(Proof of Insurance required)**

G. Grantee Recognition

The Sub recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Agreement Amendment(s)

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any terms, conditions, or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 6, which will be attached at the time of any amendment(s). If the Sub recipient seeks an amendment to this agreement, the request for such amendment shall be submitted in written form to the County Community Development Office of HUD Programs, in a format prescribed by the Community Development Office of HUD Programs. If an amendment to the County Consolidated Plan is required, the Sub recipient shall be informed of such requirement and the steps, which must be taken to effect such a Consolidated Plan amendment.

I. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:



1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## II. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Sub recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Sub recipient shall administer its program in conformance with OMB Circular 2 CFR 200 Subpart E—Cost Principles as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record Keeping/Reporting

1. The Sub recipient shall assign “key personnel” to be allocated to each activity as identified in their application and specified below:
  - a. Financial Management
  - b. Documentation and Record Keeping/Reporting
  - c. Project Management
  - d. Compliance Monitoring
  - e. Procurement

Any changes in the key personnel positions assigned or their general responsibilities under this project are subject to the prior approval of the Grantee based on capacity of personnel.

**C. Financial Record Keeping**

The SUBRECIPIENT shall comply with the requirements of OMB Circular 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 2 CFR Part 200.34 in regard to any bid guarantees, performance bonds, and payment bonds. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County or its representatives. If a financial audit(s) determines that the Sub recipient has improperly expended CDBG funds, resulting in the U.S. Department of Housing and Urban Development disallowing such expenditures, the County reserves the right to recover from the Sub recipient other monies to fund such disallowed CDBG expenditures.

The Sub recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

**D. Retention**

The Sub recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

**E. Client Data**

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. This data is included in the retention of records requirement.

F. Disclosure

The Sub recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this contract, is prohibited by the law of the State of Georgia, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

G. Close-outs

The Sub recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over CDBG funds, including program income.

H. Audits & Inspections

The Sub recipient agrees to comply with the requirements of:

1. The "Government Auditing Standards [The Yellow Book] 2011 Revision," issued by the Comptroller General, United States General Accounting Office.
2. The "Single Audit Act of 1984" [P.L. 98-502), as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and non-profit organizations which receive less than \$750,000 of Federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Sub recipient entities must have their audits prepared consistent with the requirements of OMB Circular 2 CFR 200 Subpart F—Audit Requirements.
3. Sub recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must have a program specific audit conducted for that year in accordance with the provisions of Subpart F, Audit Requirements. Recipients that provide federal awards to sub recipients are referred to as "pass-through entities". A sub recipient must also have a program specific audit if it meets the \$750,000 expenditure threshold. Pass-through entities are required by 2CFR 200.331 to ensure compliance with Subpart F.
4. The Sub recipients that receive CDBG funds shall provide to the Clayton County Community Development Office of HUD Programs one (1) copy of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than nine (9) months following the close of each such year.
5. Clayton County shall periodically perform program reviews of Sub recipient financial records and systems not less than one time during the Sub recipient's fiscal year, including the review of Sub recipient records, at least annually, at the offices of the Sub recipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;



6. Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Clayton County that these reportable conditions exist;
7. At each fiscal year end, the Sub recipient shall submit to Clayton County a financial statement prepared from the Sub recipient's financial records that presents the revenues received from the Clayton County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Sub recipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this Agreement, then the applicable procedures already stated in this Agreement shall govern the Sub recipient's responsibilities to Clayton County.

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

#### I. Reporting and Payment Procedures

##### 1. Program Income

The Sub recipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

##### 2. Indirect Costs

If indirect costs are charged, the Sub recipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

##### 3. Payment Procedures

The Grantee will pay to the Sub recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee

reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

#### 4. Progress Reports

For limited clientele (including “Direct Service” and “Presumed Benefit”) activities, the Sub recipient shall provide on a monthly basis, sufficient information to the County on services carried out for all persons served and for CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Sub recipient-prepared reports shall be submitted in a format provided by the County and at a time no later than the 15<sup>th</sup> calendar day of each month until all CDBG funds for the activity(s) shall be fully expended and until the end of the fiscal year, June 30. The County shall provide reporting forms and technical assistance to the Sub recipient on the procedures to be followed to collect and report these programmatic data.

### J. Procurement

#### 1. Compliance

The Sub recipient shall be responsible for the procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with 2 CFR 200 Subpart D and all provisions of the CDBG Regulations 24 CFR Part 570 [See Exhibit 3].

The governing board of the Sub recipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR 570] and CC Procurement Requirements. A Board Resolution of said procurement procedures and evidence of governing board adoption of the procedures shall be submitted to the County prior to proceeding with any activity.

The Sub recipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

#### 2. OMB Standards

Unless specified otherwise within this agreement, the Sub recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

#### 3. Travel

The Sub recipient shall obtain written approval from the Grantee for travel outside the metropolitan Atlanta area when using funds provided under this Agreement.

**K. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate. If the Sub recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, then the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

**III. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Sub recipient agrees to comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may preempt optional policies upon written notice to sub recipients. The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.



#### IV. PERSONNEL & PARTICIPANT CONDITIONS

##### A. Civil Rights

###### 1. Compliance

The Sub recipient agrees to comply with all laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

###### 2. Nondiscrimination

The Sub recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

###### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

###### 4. Section 504

The Sub recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

##### B. Affirmative Action

###### 1. Approved Plan

The Sub recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub recipient to assist in the formulation of such program. The Sub recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

###### 2. Women-and Minority-Owned Businesses (W/MBE)

The Sub recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business

that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Sub recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Sub recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Drug-free Workplace

1. Sub grantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The grantee’s policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Section IX (B) (7)(a).

- d. Notifying the employee in the statement required by Section IX(B)(7)(a) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - iii. Notifying the agency in writing, within ten calendar days after receiving notice under Section IX(B)(7)(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - iv. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(2), with respect to any employee who is so convicted-
  - v. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - vi. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - vii. Workplace under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Sub recipient's drug-free workplace requirements. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. If the workplace identified to the County changes during the performance of the grant, the Sub recipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
- e. Sub recipient's attention is called, in particular, to the following definitions:
- i. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
  - ii. "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
  - iii. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
  - iv. "Employee" means the employee of a Sub recipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of



work under the grant and who are not on the Sub recipient's payroll. This definition does not include workers not on the payroll of the Sub recipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Sub recipient's payroll; or employees of sub recipients or subcontractors in covered workplaces).

D. Drug-Free Workplace Certification

The certification set out in Section IX (B) (7) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Sub recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

E. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

- a. The Sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- b. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3” Clausea. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipient and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

F. Conduct1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontractsa. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.



4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain and provide a copy to County of written code/standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## V. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The

regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

**D. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**VI. SCOPE OF WORK**

The Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1, with the Scope of Work detailed below, and with any amendments to this Agreement.

The following activities and/or projects shall be carried out by the Subrecipient under the terms of this Agreement and its accompanying certifications and reporting requirements:

**A. Principal Tasks/Program Delivery:**

The City of Jonesboro is requesting work to be performed addressing major sloping and grading issues within the northern quadrant of Lee Street Park.

Creation of a natural transitional area that allows for an expansion of public seating, between Lee Street Park and the Civic Site.

**B. Levels of Performance - The Subrecipient agrees to provide the following levels of program services:**

**Level I**

Objective – Rehabilitation of existing park.

Strategy – Architectural and design document shall provide construction elements to include addressing sloping and grading issues, landscaping planning and elongating walking areas.

Measure – Project shall be completed in accordance with design and construction standards with project being overseen by City. Upon completing of this initiative, park users will have a wider walking trail and additional seating.

**Level II**

Objective – Expansion of Park amenities.

Strategy – Create transitional area by and between Lee Street Park and the Civic Site. This will allow for additional seating within the Park and additional areas for families to gather.



Measure – The completion of this objective will allow for enhanced park functions. Programming will allow for smaller scale events, family gatherings, or even enjoyment of music in the park.

C. Total Number of Low/Moderate-Income Persons or Households Served: 4500

## **VII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **VIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## **IX. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **X. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

## **XI. NOTICE**

Written notice under this Agreement shall be provided as follows:

For the COUNTY: Clayton County HUD Programs Division  
1671 Adamson Parkway, Suite 101  
Morrow, GA 30260

For the SUBRECIPIENT: City of Jonesboro  
124 North Avenue  
Jonesboro, GA 30236

[Signature continue on following page]

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below and the respective Official Seals of the Subrecipient and of Clayton County have been affixed:

## FOR THE SUBRECIPIENT:

City of Jonesboro  
124 North Avenue  
Jonesboro, GA 30236

By \_\_\_\_\_

Joy B. Day, Mayor  
City of Jonesboro

\_\_\_\_\_  
(Signature Date)

*[Impress City or Corp. Seal Here]*

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Signature Date)

Date Approved: Sub recipient Governing  
Body: \_\_\_\_\_

## FOR CLAYTON COUNTY:

Clayton County Community Development  
Office of HUD Programs  
1671 Adamson Parkway, Ste. 101  
Morrow, Georgia 30260

By \_\_\_\_\_

Jeffrey E. Turner, Chairman  
Clayton County Board of Commissioners

\_\_\_\_\_  
(Signature Date)

By \_\_\_\_\_

Patrick Ejike, Director  
Clayton County Community Development

\_\_\_\_\_  
(Signature Date)

*[Impress Clayton County Seal Here]*

ATTEST:

By \_\_\_\_\_

Brenda James, Clerk  
Board of Commissioners

\_\_\_\_\_  
(Signature Date)

Award Approved: Board of Commissioners Per  
Minutes Dated: May 4, 2021  
\_\_\_\_\_

Attachment: 2021 City of Jonesboro - Subrecipient Agreement- (1950 : CDBG - Subrecipient Agreement (Lee Street Park))

# **EXHIBITS**



## **EXHIBIT 1**

### **LINE ITEM BUDGET**

#### **A. Budget**

The Sub recipient has provided the following to the Grantee with a project budget as outlined below. Under this Agreement, the Sub recipient shall provide documentation of all approved budget line items included herein. Where applicable, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

| <b>Approved Budget<br/>Line Items</b>                                                        | <b>Requested<br/>Budget<br/>Amount</b> | <b>Description of Budget Item</b> |
|----------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------|
| <b>DIRECT PROGRAM EXPENSES</b>                                                               |                                        |                                   |
| Total Program Staff Salaries                                                                 | \$0.00                                 |                                   |
| Total Fringe Benefits                                                                        | \$0.00                                 |                                   |
| Contractor, Consultant Invoices                                                              | \$275,000.00                           |                                   |
| Architectural/Engineering Costs                                                              | \$25,000.00                            |                                   |
| Infrastructure/Facility Improvements                                                         | \$0.00                                 |                                   |
| Program/Project Supplies & Materials                                                         | \$0.00                                 |                                   |
| Food                                                                                         | \$0.00                                 |                                   |
| Travel/Mileage (\$.54/mile)                                                                  | \$0.00                                 |                                   |
| ESG/TBRA Homeless Prevention Services (e.g. rent, deposits, utility payments)                | \$0.00                                 |                                   |
| Other ESG/TBRA Essential Services (e.g. childcare, employment, health, transportation, etc.) | \$0.00                                 |                                   |
| Other Direct Program Expenses:                                                               | \$0.00                                 |                                   |
| <b>PROGRAM OPERATING EXPENSES</b>                                                            |                                        |                                   |
| Office Rents:                                                                                | \$0.00                                 |                                   |
| Office Supplies and Materials                                                                | \$0.00                                 |                                   |
| Utilities:                                                                                   | \$0.00                                 |                                   |
| Postage                                                                                      | \$0.00                                 |                                   |
| Telephone/Communications:                                                                    | \$0.00                                 |                                   |
| Payroll, Audit & Accounting:                                                                 | \$0.00                                 |                                   |
| Conferences and Trainings:                                                                   | \$0.00                                 |                                   |
| Insurances/Bonding:                                                                          | \$0.00                                 |                                   |
| Printing/Reproduction:                                                                       | \$0.00                                 |                                   |
| Equipment:                                                                                   | \$0.00                                 |                                   |
| Other Operating Costs:                                                                       | \$0.00                                 |                                   |
| <b>TOTAL</b>                                                                                 | <b>\$300,000.00</b>                    |                                   |

**ASSIGNED PERSONNEL**

| Employee and/or<br>Consultant Name | Project Role/Responsibility | Rate of Pay<br>(Hourly or Salary) | Fringe Benefit Cost | Total Budget Cost<br>Assigned to Project |
|------------------------------------|-----------------------------|-----------------------------------|---------------------|------------------------------------------|
| N/A                                |                             |                                   |                     |                                          |
|                                    |                             |                                   |                     |                                          |
|                                    |                             |                                   |                     |                                          |
|                                    |                             |                                   |                     |                                          |
|                                    |                             |                                   |                     |                                          |

**B. Budget Modifications**

Any amendments to the budget must be requested in writing by both the Sub recipient and approved in writing by the Grantee.

**C. Payments**

1. Payment of funding is provided on a reimbursable basis, whereby the Sub recipient is must submit a formal request for payment to the Grantee, along with copies of vendor's invoices and other supporting documents related to project expenditures (see Attachment A).
2. Requests for payment shall be submitted on the first Tuesday of each month. Upon receipt, the Grantee shall review all documentation and submit the request to the Clayton County Finance Department whereby final payment shall be forwarded to the Sub recipient within 30 days of approval.
3. Allowable costs shall mean those necessary and proper costs identified in this Agreement and approved by the County, unless any or the United States Department of Housing and Urban Development disallows all such costs.
4. Any payments made under this Agreement must comply with the applicable requirements of the CDBG, HOME and/or ESG programs. The Sub recipient may not request disbursement of funds under this Agreement until the funds are needed for reimbursement of eligible costs, which is at the time the Sub recipient, issues a check to the vendor/payee. The amount of each request must be limited to the amount expended for the work submitted on each respective payment request.
5. Payment requests shall be submitted to:

**Clayton County Community Development Department  
HUD Programs Division  
ATTN: Sr. Program Specialist – CDBG/HOME  
1671 Adamson Parkway, Ste. 101  
Morrow, Georgia 30260**

**ATTACHMENT A**  
**SUBRECIPIENT PAYMENT REQUEST FORM**  
 Clayton County Community Development Department – HUD Programs Division

**DATE OF REQUEST:** \_\_\_\_\_

**SECTION 1: Sub recipient Information**

Organization: City of Jonesboro  
 Address: 124 North Avenue, Jonesboro, GA 30236  
 Grant #: B-2021-UC-13-0005  
 Initial Grant Award: \$300,000.00 Expiration Date: December 31, 2022

**SECTION 2: Payment Details**

Current funds available: \_\_\_\_\_ *Amount of this request:* \_\_\_\_\_  
 Balance After Request: \_\_\_\_\_  
 Description of expenditures: \_\_\_\_\_  
**Make Checks Payable To:** (If different than sub recipient)

**SECTION 3: Approved Budget Line Items**

| Approved Budget<br>Line Items                                                                | Approved Budget<br>Amount | Current<br>Balance | Amount of Current<br>Request | Remaining<br>Balance After Draw |
|----------------------------------------------------------------------------------------------|---------------------------|--------------------|------------------------------|---------------------------------|
| <b>DIRECT PROGRAM EXPENSES</b>                                                               |                           |                    |                              |                                 |
| Total Program Staff Salaries                                                                 | \$                        | \$                 | \$                           | \$                              |
| Total Fringe Benefits                                                                        | \$                        | \$                 | \$                           | \$                              |
| Contractor, Consultant Invoices                                                              | \$275,000.00              | \$                 | \$                           | \$                              |
| Architectural/Engineering Costs                                                              | \$25,000.00               |                    |                              |                                 |
| Infrastructure/Facility Improvements                                                         | \$                        |                    |                              |                                 |
| Program Supplies & Materials                                                                 | \$                        | \$                 | \$                           | \$                              |
| Food                                                                                         | \$                        | \$                 | \$                           | \$                              |
| Travel/Mileage (\$.575/mile max.)                                                            | \$                        | \$                 | \$                           | \$                              |
| ESG/TBRA Homeless Prevention (e.g. rent deposits, utility payments)                          | \$                        | \$                 | \$                           | \$                              |
| Other ESG/TBRA Essential Services (e.g. childcare, employment, health, transportation, etc.) | \$                        | \$                 | \$                           | \$                              |
| Other Direct Program Expenses (Explain):                                                     |                           | \$                 | \$                           | \$                              |
| <b>INDIRECT PROGRAM EXPENSES</b>                                                             |                           |                    |                              |                                 |
| Office Rents:                                                                                | \$                        | \$                 | \$                           | \$                              |
| Office Supplies and Materials                                                                | \$                        |                    |                              |                                 |
| Utilities:                                                                                   | \$                        | \$                 | \$                           | \$                              |
| Postage                                                                                      | \$                        |                    |                              |                                 |
| Telephone/Communications:                                                                    | \$                        | \$                 | \$                           | \$                              |
| Payroll, Audit & Accounting:                                                                 | \$                        | \$                 | \$                           | \$                              |
| Conferences and Trainings:                                                                   | \$                        | \$                 | \$                           | \$                              |
| Insurances/Bonding:                                                                          | \$                        | \$                 | \$                           | \$                              |
| Printing/Reproduction:                                                                       | \$                        | \$                 | \$                           | \$                              |
| Equipment:                                                                                   | \$                        | \$                 | \$                           | \$                              |
| Other Operating Costs:                                                                       | \$                        | \$                 | \$                           | \$                              |
| <b>TOTAL</b>                                                                                 | <b>\$300,000.00</b>       |                    |                              |                                 |

Attachment: 2021 City of Jonesboro - Subrecipient Agreement - (1950 : CDBG - Subrecipient Agreement (Lee Street Park))



**ASSIGNED PERSONNEL EXPENSES**

| Employee and/or Consultant Name | Total Budget Cost | Current Balance | Amount Of Request | Remaining Balance | Total Fringe Benefit Cost | Current Balance | Amount Of Request | Remaining Balance |
|---------------------------------|-------------------|-----------------|-------------------|-------------------|---------------------------|-----------------|-------------------|-------------------|
|                                 | \$                | \$              | \$                | \$                | \$                        | \$              | \$                | \$                |
|                                 | \$                | \$              | \$                | \$                | \$                        | \$              | \$                | \$                |
|                                 | \$                | \$              | \$                | \$                | \$                        | \$              | \$                | \$                |
|                                 | \$                | \$              | \$                | \$                | \$                        | \$              | \$                | \$                |
|                                 | \$                | \$              | \$                | \$                | \$                        | \$              | \$                | \$                |

**SECTION 4: Match Fund (if applicable)**

| Matching Fund Source | Total Allocated to Project | Current Amount Expended | Remaining Match |
|----------------------|----------------------------|-------------------------|-----------------|
|                      |                            |                         |                 |
|                      |                            |                         |                 |
|                      |                            |                         |                 |
|                      |                            |                         |                 |
|                      |                            |                         |                 |
|                      |                            |                         |                 |
|                      |                            |                         |                 |

**SECTION 5: Certification**

By signing this request for payment, I certify that:

- This organization is fully in compliance with all requirements detailed in the sub recipient agreement;
- All required backup documentation is on file and will be available for inspection for a period of three years from the date of the final disbursement of funds under this grant;
- The expenditures covered by this request meet all HUD eligibility requirements and comply with all terms and conditions of the sub recipient agreement;
- The amounts are true and correct;
- No part of this request is a duplicate of payment received for any other source, goods or services under this agreement or any other federal program
- This request does not supplant existing funding from other Federal, State or local sources designed to include this expenditure

**Authorizing Personnel**

Typed/Printed

Title of Authorized Personnel

Signature

Date

## EXHIBIT 2 MANDATED REPORTS

### A. Maximum Family/Household Income Limits for Clayton County, Georgia

- Income is Counted for **All** persons living in the household
- HUD changes the income limit yearly, per HUD's fiscal year.
- For HUD's Income limit report, please visit:

[https://www.huduser.gov/portal/datasets/fil/il2021/select\\_Geography.odn](https://www.huduser.gov/portal/datasets/fil/il2021/select_Geography.odn)

### B. Direct Benefit Activity Report

| FY 2021<br>Income<br>Limit<br>Area | Median<br>Family<br>Income | FY 2021<br>Income<br>Limit<br>Category     | Persons in Family |          |          |                 |          |          |          |          |
|------------------------------------|----------------------------|--------------------------------------------|-------------------|----------|----------|-----------------|----------|----------|----------|----------|
|                                    |                            |                                            | 1                 | 2        | 3        | 4               | 5        | 6        | 7        | 8        |
| Clayton<br>County,<br>GA           | \$82,476                   | Low (80%)<br>Income<br>Limits              | \$48,300          | \$55,200 | \$62,100 | <b>\$68,950</b> | \$74,500 | \$80,000 | \$85,500 | \$91,050 |
|                                    |                            | Very Low<br>(50%)<br>Income<br>Limits      | \$30,200          | \$34,500 | \$38,800 | <b>\$43,100</b> | \$46,550 | \$50,000 | \$53,450 | \$56,900 |
|                                    |                            | Extremely<br>Low (30%)<br>Income<br>Limits | \$18,100          | \$20,700 | \$23,300 | <b>\$26,500</b> | \$31,040 | \$35,580 | \$40,100 | \$44,660 |

1. Monthly progress reports will be completed electronically for the duration of the grant activity. Please list below the email address(es) of the staff member(s) that will be responsible for completing the report. Access to the electronic form will be sent via email upon the final execution of the grant agreement.

Primary Email Address:

jday@jonesboroga.com

Secondary Email Address:

rclark@jonesboroga.com

2. Beneficiary reports shall be completed for the prior month's activities by the 10<sup>th</sup> of each month during the grant period. All persons served are to be reported only during the 1<sup>st</sup> month they are served.
3. Retention of monthly beneficiary reports is for a period of 5 years.

### C. Minority and Women Owned Business Report

If contractors are hired for construction work, the MBE report must be completed twice a year and sent to the Office of HUD programs. The report for October – March is due on April 10, and the report for April –September is due October 10.

### EXHIBIT 3 PROCUREMENT

(A.) **Documenting Compliance**

Procurement requirements are made to ensure that supplies, equipment, construction, and services are obtained as efficiently and economically as possible, as well as in a manner that provides open and free competition. In accordance with the federal regulations of 2 CFR 200 Subpart D –Post Federal Award Requirements, the Sub recipient will comply with the following procurement procedures:

1. The Sub recipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and other documents; and enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance.
2. The Sub recipient must also check and document the federal list of debarred contractors/excluded parties for all contractors prior to awarding contracts.
3. Every agency should keep procurement records that allow an auditor or other interested party to track the specific nature of the goods/services bought with public funds. At a minimum, must keep a description of the procurement procedures used on the project, data on all contracts awarded, and the amount each contract awarded. Records retention at a minimum of 3 years after final payment.
4. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

(B.) **General Requirements for Procurement**

The Sub recipient is required to:

1. Establish written selection procedures for procurement (e.g. Policies & Procedure manual), which provide guidance on:
  - a. A code of conduct for award or administration of contracts
  - b. Procedures for transactions
  - c. Procedures for protest and
  - d. Documenting a system of contract administration.
2. Maintain records on significant history of procurement;
3. Take all necessary affirmative steps to assure that minority firms, women business enterprises, and labor surplus area firms are used when possible.

For Construction Contracts the following regulations are applicable:

- Copeland Anti-Kickback Act, 29 CFR 3
- Compliance with Contract Work Hours & Safety Standards (standards promulgated by the Secretary of Labor, Section 107)
- Davis-Bacon Act (29 CFR part 1,3,5,6, & 7)
  - Federal law which established the requirement for paying prevailing wages on public works projects.



- Applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

(C.) **Prohibited Procurement Procedures**

The Sub recipient is restricted from procedures that include:

- “Cost plus a percentage of cost” contracts;
- Making awards made to debarred, suspended, or ineligible parties (check federal list of debarred contractors a (<https://www.sam.gov>) per 2 CFR 200.318(c) (1).
- Exclusions of contractors that develop or draft specifications.

(D.) **Procurement Methods**

There are four types of procurement methods:

1. **Small Purchase Method**

- Per Clayton County, services, supplies or other property do not cost more than the current threshold of \$25,000 and \$150,000 under federal requirements; and
- The Sub recipient must provide receipts of price or rate quotation from at least three qualified vendors.

2. **Competitive Sealed Bid Method**

- Typically used for construction contracts;
- Bids are publicly solicited through formal advertising and a firm fixed-price or lump-sum contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

3. **Competitive Proposal Method**

- Typically used in selection of professional service providers;
- Either a fixed-price or “not-to-exceed” contract is awarded; and
- More than one source submitting proposal.

For competitive proposals, service provider must respond to either:

a. **Request for Proposal (RFP)**

- Must clearly and accurately state the technical requirements for goods and services
- Must **publicize** the RFP and honor reasonable requests by parties to have an opportunity to compete.
- Proposals must be solicited from an adequate (usually 3) number of qualified sources
- Must conduct a technical evaluation of the submitted proposals to identify the responsible offers.
- Award made to responsible bidder whose proposal is most advantageous to project including price

b. **Request for Qualifications (RFQ)**

- Most qualified competitor is selected based on evaluation of qualifications.
- Price is not used as a selection factor
- This approach may be used **only** to purchase architectural and engineering services.
- Cannot be used for other types of services

#### 4. **Noncompetitive or Sole Source Provider Method**

- This method is used only under VERY limited circumstances when:
- Items or service is available from one source.
- A project is bid out and only one response comes in, this bidder is acceptable if cost is reasonable. Negotiation of cost is acceptable.
- Used when a public emergency or urgency exists

#### (E.) **Sample of Procurement Posting**

**\*\*\*SAMPLE ADVERTISEMENT\*\*\***

**ADVERTISEMENT TO BID  
CITY OF JONESBORO, GEORGIA  
ADA SIDEWALK & CURB CUT PROJECT**

**FEBRUARY 28, 2020**

The City of Jonesboro, Georgia (the City), invites separate sealed bids for furnishing all materials, labor, tools, equipment and incidentals necessary for the reconstruction of the aforementioned project. The City of Jonesboro, Georgia, herein referred to as the "Owner" will receive sealed bids at Jonesboro City Hall located at: 124 North Avenue, Jonesboro, Georgia 30236 – ATTN: City Clerk, until 4:00 p.m. (local time) on March 30, 2020, at which time, the names of the responders will be read aloud. **Any bid received after 4:00 p.m. on March 30, 2020 will be returned unopened to the submitter(s).**

As a Federally funded project, procurement for this Project is being carried out in compliance with the "Common Rule," 24 CFR 85.36, and with the written procurement requirements of the City of Jonesboro.

The Project consists of the work specified or indicated on the specifications for the Project referenced herein.

A PRE-BID Conference will be held at Jonesboro City Hall, 124 North Avenue, Jonesboro on Friday, March 16th, 2020 at 10:00 a.m., local time. Prospective bidders are encouraged to attend.

City Clerk- Janice Truhan

#### (F) **Construction Contractor Bonding**

There are three (3) types of bonds:

##### 1. **Bid Bonds**

- A guarantee from each bidder equivalent to five percent (5%) of the bid price.
- Submitted in a form that guarantees funds availability
- Checks are returned

##### 2. **Performance Bonds**

- Required on all public work projects greater than \$100,000
- Bond must be equal to 100% of the contract price
- Must be held for up to one year (1yr) after date of completion.

##### 3. **Payment Bonds**

- Required on all public work projects greater than \$100,000
- Bond must be equal to 100% of the contract price
- Must guarantee payment to subcontractors and material supplier

**(G) Construction Contract File Checklist****Bid Section**

- ☐ In house list of contractors that legal notice was sent to.
- ☐ Copy of actual notice that appeared in the paper.
- ☐ Bill from newspaper for legal notice.
- ☐ Copy of Bid Forms.
- ☐ Copy of Bid Bonds.
- ☐ Copy of signed "Representations, Certifications, and Other Statements of Bidders", *form HUD-5369-A*.
- ☐ Copy of Non-Collusive Affidavits.
- ☐ Copy of bid tabulation sheet.
- ☐ Agency letter of recommendation to award contract.
- ☐ Copy of independent cost estimate for proposed construction contract.
- ☐ Cost Estimate / Bid Analysis

**Contract Award Section**

- ☐ Copy of cost or price analysis.
- ☐ Documentation to support the rational for award of the contract.
- ☐ Documentation to support that the contractor was cleared from the Suspended and Debarred listing.
- ☐ Copy of Performance Bond.
- ☐ Copy of Payment Bond.
- ☐ Copy of signed contract.
- ☐ Copy of insurance certificates.
- ☐ Copy of pre-construction checklist.
- ☐ Section 3 Plan

**Specifications and Drawings**

- ☐ Copy of contract specifications.
- ☐ Copy of any bidding addendums.
- ☐ Copy of drawings.
- ☐ Copy of Schedule of Values
- ☐ Copy of construction schedule

**Change Orders**

- ☐ Copy of change order documents.
- ☐ Copy of cost or price analysis.
- ☐ Documentation to support the rational for award of the change order. - Finding of Fact and supporting documents.

**Contractor Payments and Payrolls**

- ☐ Copy of all contractor payment requests.
- ☐ Supportive documentation.
- ☐ Copy of certified payrolls and approvals

**Closeout Documents and General Correspondence**

- ☐ Miscellaneous correspondence.
- ☐ Copy of final inspections and punch lists.
- ☐ Contract closeout documents.
- ☐ Copy of all warranties.
- ☐ Copy of all operation and maintenance manuals.



EXHIBIT 4  
AGREEMENT AMENDMENT

[Add Amendments, When Needed]



**Community Development Department**

121 South McDonough Street, Jonesboro, GA 30236

Office (770) 477-3569

<https://www.claytoncountyga.gov/government/community-development>

5.4.b

June 2, 2021

City of Jonesboro  
Mr. Ricky Clark  
124 North Avenue  
Jonesboro, GA 30236

RE: PY2021 CDBG

Dear Mr. Clark:

This letter acknowledges that City of Jonesboro has been awarded PY2021 funding through the Clayton County HUD Programs Division in the amount of **\$300,000.00**. The funds were awarded to the County by the U.S. Department of Housing and Urban Development (HUD) for Program Year 2021. In preparation of the Subrecipient Agreement, please complete the attached Scope of Work and Budget documents and email to Ashley Patterson on or before June 16, 2021.

Eligible activities for PY2021 CDBG funds can only be used to benefit low-moderate income persons in Clayton County. Funds awarded under the PY2021 funding must be used specifically for CDBG funding activities as indicated in your application.

Additionally, your organization should not incur any obligations or costs against the CDBG funding grant award until a "Notice to Proceed" has been issued. Questions regarding your award may be directed via email to: [linda.boswell@claytoncountyga.gov](mailto:linda.boswell@claytoncountyga.gov) or Ashley Patterson at [Ashley.Patterson@claytoncountyga.gov](mailto:Ashley.Patterson@claytoncountyga.gov).

Sincerely,

Linda Boswell  
HUD Programs Manager

cc: James Talley, Financial Compliance Officer, Clayton County  
Ashley Patterson, Senior Program Specialist

Attachments: Budget/Scope of Work



**HUD Programs Division**  
1671 Adamson Parkway Morrow, GA 30260 • Office: 770-210-5208  
TTY: 770-210-5209 • Fax: 770-210-5215



Packet Pg. 76

Attachment: City of Jonesboro\_PY21 Award letter (002) (1950 : CDBG - Subrecipient Agreement (Lee Street Park))



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

**Agenda Item #**

**5.5**

**- 5**

**COUNCIL MEETING DATE**  
August 2, 2021

**Requesting Agency (Initiator)**

Office of the City Manager

**Sponsor(s)**

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

Discussion regarding a proposal from Geotechnical Environmental Consultants, Inc and the City of Jonesboro for construction materials testing and special inspections.

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

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

**Yes** **Economic Development**

**Summary & Background**

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

Staff is seeking approval of an agreement by and between Geotechnical Environmental & the City of Jonesboro. The purpose of this agreement will be for the ongoing construction & Material testing and special inspections necessary for the City Center.

Scope of Services include the following:

- Earthwork monitoring and testing
- Approval of utility bearing materials and testing of utility backfilling activities
- Foundation evaluation
- Rebar evaluation of foundations and slab-on-grade
- Fresh concrete testing during concrete placement activities
- Compressive strength testing of molded concrete specimens.
- Masonry inspection & testing
- Testing of graded aggregate based materials prior to concrete or asphalt placement in paved areas.

Total costs for said services are included within the attached contract.

**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.)

- Geotechnical Environmental Consultants - City Center

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

**Typed Name and Title**

Ricky L. Clark, City Manager

**Date**

August, 2, 2021

**Signature**

**City Clerk's Office**



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

**Approval**



June 8, 2021

Mr. Ricky Clark  
City of Jonesboro Georgia  
124 North Avenue  
Jonesboro, GA 30236-3278

**Subject: Proposal for Construction Materials Testing/ Special Inspections**  
Jonesboro City Center  
Jonesboro, Georgia  
**GEC/Terracon Proposal Number: PHN211082**

Dear Mr. Clark:

Geotechnical & Environmental Consultants, Inc. (GEC), A Terracon Company is pleased to present this proposal for Construction Materials Testing / Special Inspection Services during construction of Jonesboro City Center Project located in Jonesboro, Georgia. Per your request, we have prepared this cost estimate for this project. The following paragraphs will detail our proposed scope of services and fees for the project. While our estimate provides a good basis for budgeting purposes, the actual billings will be based on your needs during construction. All services will be provided on an as-needed, unit cost basis. We believe that we are the best qualified firm to the project.

### Scope of Services

It is our understanding that the project construction schedule is about 12 months to completion. Based on our review of the plans, we believe that we will be needed on a full-time basis for approximately 1 month and then on call for the remainder of our testing and inspection services.

We anticipate that our scope of services will include the following activities:

- Earthwork monitoring and testing.
- Approval of utility bearing materials and testing of utility backfilling activities.
- Foundation evaluation.
- Rebar evaluation of foundations & slab-on-grade.
- Fresh concrete testing during concrete placement activities.
- Compressive strength testing of molded concrete specimens.
- Masonry Inspection & testing.
- Testing of graded aggregate base materials prior to concrete or asphalt placement in paved areas.
- NPDES Weekly and Significant rainfall inspections.
- Any other quality assurance services required by the project plans and specifications and authorized by the owner.

Geotechnical & Environmental Consultants, Inc. A Terracon Company 514 Hillcrest Industrial Blvd. Macon, GA 31204  
P (478) 757 1606 F (478) 757 1608 geconsultants.com

Environmental

Facilities

Geotechnical

Materials

### Project Fees

All project fees will be invoiced on a four-week cycle unless otherwise specified and will be billed in accordance with the attached Fee Schedule. In lieu of charging mileage, we have established a daily "trip charge" of \$80.00, which includes both the mileage and vehicle use charges.

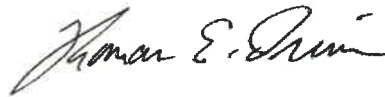
GEC sincerely appreciates the opportunity to provide this proposal to you. As formal authorization to proceed with this project, please sign the attached Authorization to Proceed from and return to our office via email. If you have any questions or need additional information concerning this proposal, please do not hesitate to call. We look forward to working with you.

Sincerely,

**GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS, INC., A Terracon Company**



Jerry B. Williams  
Construction Services Manager



Thomas E. Driver, P.E.  
President  
Ga. Reg.# 17394

JBW/TED/dkp

Attachments: Budget Estimate/Construction Services Fee Schedule  
Authorization to Proceed

# GEC



| <b>BUDGET ESTIMATE</b><br><b>Jonesboro City Center</b><br><b>GEC Proposal No. PHN211082</b><br><b>June 3, 2020</b> |                  |       |                  |            |                 |                  |
|--------------------------------------------------------------------------------------------------------------------|------------------|-------|------------------|------------|-----------------|------------------|
| Service                                                                                                            | Est.<br>Quantity | Unit  | Est.<br>Quantity | Unit       | Unit Rate       | Estimate         |
| <b>Soils/Utility Backfill (1705.6)</b>                                                                             |                  |       |                  |            |                 |                  |
| NICET Soils Technician                                                                                             | 4                | weeks | 40               | hrs/week   | \$ 50           | \$ 8,000         |
| NICET Soils Technician - OT                                                                                        | 3                | weeks | 10               | hrs/week   | \$ 75.00        | \$ 2,250         |
| Grain Size/ Atterberg Limits                                                                                       | 3                | each  |                  |            | \$ 175          | \$ 525           |
| Standard Proctor tests                                                                                             | 3                | each  |                  |            | \$ 115          | \$ 345           |
| Mileage                                                                                                            | 20               | trips | 140              | miles/trip | \$ 0.560        | \$ 1,568         |
|                                                                                                                    |                  |       |                  |            | <b>Subtotal</b> | <b>\$ 12,688</b> |
| <b>Structural Concrete (1705.3, 1705.12.2)</b>                                                                     |                  |       |                  |            |                 |                  |
| NICET Special Inspector - reinforcing, placement observation, sampling/testing                                     | 3                | weeks | 40               | hrs/week   | \$ 50           | \$ 6,000         |
| NICET Special Inspector - OT                                                                                       | 3                | weeks | 10               | hrs/week   | \$ 75.00        | \$ 2,250         |
| Cylinder testing - compressive strength                                                                            | 40               | sets  | 5                | cyls/set   | \$ 15           | \$ 3,000         |
| Cylinder testing - early breaks                                                                                    | 20               | each  |                  |            | \$ 15           | \$ 300           |
| ACI Technician - cylinder pickup                                                                                   | 10               | trips | 3                | hr/trip    | \$ 50           | \$ 1,500         |
| Mileage                                                                                                            | 25               | trips | 140              | miles/trip | \$ 0.560        | \$ 1,960         |
|                                                                                                                    |                  |       |                  |            | <b>Subtotal</b> | <b>\$ 15,010</b> |
| <b>Structural Steel Fabrication (1704.2.5)</b>                                                                     |                  |       |                  |            |                 |                  |
| CWI - pre-fab visit, document review (local shop)                                                                  | 10               | hours |                  |            | \$ 105          | \$ 1,050         |
| Mileage                                                                                                            | 1                | trip  | 200              | miles/trip | \$ 0.560        | \$ 112           |
|                                                                                                                    |                  |       |                  |            | <b>Subtotal</b> | <b>\$ 1,162</b>  |
| <b>Structural Steel and Other Than Structural Steel (1705.2, 1705.2.2)</b>                                         |                  |       |                  |            |                 |                  |
| CWI - Steel/Bolting & Welding, Periodic                                                                            | 8                | Trips | 10               | hrs        | \$ 105          | \$ 8,400         |
| Mileage                                                                                                            | 8                | trips | 180              | miles/trip | \$ 0.560        | \$ 806           |
|                                                                                                                    |                  |       |                  |            | <b>Subtotal</b> | <b>\$ 9,206</b>  |
| <b>1705.4 Masonry</b>                                                                                              |                  |       |                  |            |                 |                  |
| Engineering Tech - inspections, sampling/testing                                                                   | 2                | weeks | 16               | hrs/week   | \$ 50           | \$ 1,600         |
| Technician - sample pickups                                                                                        | 8                | trips | 3                | hrs/trip   | \$ 55           | \$ 1,320         |
| Grout prism compressive strength                                                                                   | 12               | sets  | 4                | prisms/set | \$ 25           | \$ 1,200         |
| Mileage                                                                                                            | 20               | trips | 140              | miles/trip | \$ 0.560        | \$ 1,568         |
|                                                                                                                    |                  |       |                  |            | <b>Subtotal</b> | <b>\$ 5,688</b>  |
| <b>Spray Fire Resistant Materials &amp; Fire Resistant Coatings</b>                                                |                  |       |                  |            |                 |                  |
| Staff Engineer                                                                                                     | 2                | weeks | 10               | hrs/week   | \$ 85           | \$ 1,700         |
| Density Testing and Pull Testing                                                                                   | 10               | Each  | 2                | hrs/week   | \$ 85           | \$ 1,700         |
| Mileage                                                                                                            | 4                | trips | 140              | miles/trip | \$ 0.560        | \$ 314           |
|                                                                                                                    |                  |       |                  |            | <b>Subtotal</b> | <b>\$ 3,714</b>  |
| <b>Fire-Resistant Penetrations &amp; Joints (1705.16) (Visual Only)</b>                                            |                  |       |                  |            |                 |                  |
| Project Engineer: site visits/meetings                                                                             | 2                | weeks | 10               | hrs/week   | \$ 85           | \$ 1,700         |
| Mileage                                                                                                            | 4                | trips | 140              | miles/trip | \$ 0.560        | \$ 314           |
|                                                                                                                    |                  |       |                  |            | <b>Subtotal</b> | <b>\$ 2,014</b>  |
| <b>Miscellaneous Concrete/Site Testing, Asphalt Pavements</b>                                                      |                  |       |                  |            |                 |                  |
| FF/FL Inspector - FF/FL testing/reporting                                                                          | 3                | pours | 6                | hrs/pour   | \$ 85           | \$ 1,530         |
| Floor profiling equipment                                                                                          | 3                | days  |                  |            | \$ 200          | \$ 600           |
| Soils Technician - base course sample collection, density testing                                                  | 2                | trips | 8                | hrs/trip   | \$ 75           | \$ 1,200         |
| Modified GAB Proctor                                                                                               | 1                | each  |                  |            | \$ 135          | \$ 135           |
| Technician - asphalt field density testing                                                                         | 1                | week  | 15               | hrs/week   | \$ 50           | \$ 750           |
| Mileage                                                                                                            | 7                | trips | 140              | miles/trip | \$ 0.560        | \$ 549           |
|                                                                                                                    |                  |       |                  |            | <b>Subtotal</b> | <b>\$ 4,764</b>  |
| <b>Special Inspections and Materials Testing Oversight, Report Review/Coordination, Meetings</b>                   |                  |       |                  |            |                 |                  |
| Project Management                                                                                                 | 12               | weeks | 2.5              | hrs/week   | \$ 125          | \$ 3,750         |
| Principal - QA oversight                                                                                           | 12               | weeks | 0.5              | hrs/week   | \$ 175          | \$ 1,050         |
| Mileage                                                                                                            | 2                | trips | 140              | miles/trip | \$ 0.560        | \$ 157           |
| Clerical - Administration                                                                                          | 10               | hours |                  |            | \$ 45           | \$ 450           |
|                                                                                                                    |                  |       |                  |            | <b>Subtotal</b> | <b>\$ 5,407</b>  |
| <b>Estimated Totals *</b>                                                                                          |                  |       |                  |            |                 | <b>\$ 59,652</b> |

\*The actual cost for our services will be billed in accordance with the unit and hourly rates in the proposal. Our budget does not include cost for unsuitable soils, rock quantification, environmental issues, geotechnical and or testing services for MSE walls, retests and unforeseen conditions.

**GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS, INC.**  
**MACON, GEORGIA**  
**2021 CONSTRUCTION SERVICES**  
**FEE SCHEDULE**

**I. PROFESSIONAL SERVICES\***

|          |                                                                                                                                                                                                                                                    |                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>1</b> | <b>a. Engineering Technician*, per hour</b>                                                                                                                                                                                                        | <b>\$ 50.00</b>    |
|          | <b>b. Senior Engineering Technician or Engineering Aide,** per hour</b>                                                                                                                                                                            | <b>\$ 50.00</b>    |
|          | <b>c. Certified Welding Inspector,*** per hour</b>                                                                                                                                                                                                 | <b>\$ 105.00</b>   |
|          | <b>d. Staff Professional, Engineer or Geologist</b>                                                                                                                                                                                                | <b>\$ 85.00</b>    |
|          | <b>e. Registered Engineer or Geologist, per hour</b>                                                                                                                                                                                               | <b>\$ 185.00</b>   |
|          | <b>f. Construction Services Manager</b>                                                                                                                                                                                                            | <b>\$ 125.00</b>   |
|          | <b>g. Administrative Assistant, per hour</b>                                                                                                                                                                                                       | <b>\$ 45.00</b>    |
|          | <b>h. Stormwater Inspector, per hour</b>                                                                                                                                                                                                           | <b>\$ 50.00</b>    |
|          | <b>i. Stormwater Coordinator, per hour</b>                                                                                                                                                                                                         | <b>\$ 75.00</b>    |
|          | <b>j. Laboratory Manager</b>                                                                                                                                                                                                                       | <b>\$ 70.00</b>    |
|          | <b>k. Travel &amp; Overnight Expense</b>                                                                                                                                                                                                           | <b>Cost + 15%</b>  |
|          | <b>l. Per Diem, Per Man, Per Day</b>                                                                                                                                                                                                               | <b>\$ 35.00</b>    |
|          | <b>Note: A two hour minimum charge per visit will apply for all projects</b>                                                                                                                                                                       |                    |
|          | <b>Overtime rates – Regular rates apply for all time during normal business hours, which are 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Over time rates apply outside of normal business hours or over 8 hours per day.</b> |                    |
|          | <b>Overtime rates are billed at normal rates multiplied by</b>                                                                                                                                                                                     |                    |
|          |                                                                                                                                                                                                                                                    | <b>1.50</b>        |
| <b>2</b> | <b>Mileage charge, per trip (300 miles @.65)</b>                                                                                                                                                                                                   | <b>\$ 80.00</b>    |
| <b>3</b> | <b>Routine Laboratory Tests for Soil &amp; Concrete</b>                                                                                                                                                                                            |                    |
|          | <b>a. Compressive Strength Tests</b>                                                                                                                                                                                                               |                    |
|          | <b>1. Concrete Cylinders, each</b>                                                                                                                                                                                                                 | <b>\$ 15.00</b>    |
|          | <b>2. Concrete Cores, each</b>                                                                                                                                                                                                                     | <b>\$ 30.00</b>    |
|          | <b>3. Grout Cubes or Prisms, each</b>                                                                                                                                                                                                              | <b>\$ 25.00</b>    |
|          | <b>4. Flexural Strength of Beams, each</b>                                                                                                                                                                                                         | <b>\$ 16.00</b>    |
|          | <b>5. Tests on specimens made by others, additional cost for each</b>                                                                                                                                                                              | <b>\$ 1.00</b>     |
|          | <b>b. Soil Sieve Analysis (with wash #200), D 1140</b>                                                                                                                                                                                             | <b>\$ 75.00</b>    |
|          | <b>c. Hydrometer Analysis, ASTM D 422</b>                                                                                                                                                                                                          | <b>\$ 125.00</b>   |
|          | <b>d. Atterberg Limits, ASTM D 4318</b>                                                                                                                                                                                                            | <b>\$ 100.00</b>   |
|          | <b>e. Standard Proctor, ASTM D 698</b>                                                                                                                                                                                                             | <b>\$ 115.00</b>   |
|          | <b>f. One Point Proctor</b>                                                                                                                                                                                                                        | <b>\$ 35.00</b>    |
|          | <b>g. Modified Proctor, ASTM D 1557</b>                                                                                                                                                                                                            | <b>\$ 135.00</b>   |
| <b>4</b> | <b>Concrete or asphalt core sampling (1 man and equipment), per hour (3 hour minimum)</b>                                                                                                                                                          | <b>\$ 60.00</b>    |
|          | <b>a. Additional man (if needed), per hour</b>                                                                                                                                                                                                     | <b>\$ 35.00</b>    |
|          | <b>b. Diamond Core Bit cost, per inch diameter per core length (inches)</b>                                                                                                                                                                        | <b>\$ 1.35</b>     |
|          | <b>c. Portable Electric Generator, per day</b>                                                                                                                                                                                                     | <b>\$ 75.00</b>    |
| <b>5</b> | <b>Equipment</b>                                                                                                                                                                                                                                   |                    |
|          | <b>a. Calibrated Torque Wrench, per day</b>                                                                                                                                                                                                        | <b>\$ 30.00</b>    |
|          | <b>b. Cylinder Molds, per case of 20</b>                                                                                                                                                                                                           | <b>\$ 30.00</b>    |
|          | <b>c. Floor Flatness profiler, per day</b>                                                                                                                                                                                                         | <b>\$ 200.00</b>   |
|          | <b>d. NRC Fee for Nuclear Gauge (if requested for RAFB)</b>                                                                                                                                                                                        | <b>\$ 1,800.00</b> |
|          | <b>e. Schmidt (Swiss Rebound) hammer or Windsor Probe, per day</b>                                                                                                                                                                                 | <b>\$ 50.00</b>    |
|          | <b>f. Skidmore-Wilhelm, per day</b>                                                                                                                                                                                                                | <b>\$ 50.00</b>    |
|          | <b>g. Stormwater Monitors, per month</b>                                                                                                                                                                                                           | <b>\$ 200.00</b>   |
|          | <b>h. Windsor Probe Device, per day</b>                                                                                                                                                                                                            | <b>\$ 50.00</b>    |
|          | <b>i. Windsor Probes, each</b>                                                                                                                                                                                                                     | <b>\$ 15.00</b>    |

\* Routinely includes soil density, concrete, and asphalt testing.

\*\* Routinely includes proofrolling, foundation bearing pressure evaluation, visual weld evaluation, roofing evaluation, etc.

\*\*\*Charged portal to portal from our Columbus, GA office.

Reference Number: PHN211062

## AUTHORIZATION TO PROCEED

### CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This **AUTHORIZATION TO PROCEED** ("Authorization") is between City of Jonesboro GA ("Client") and Geotechnical & Environmental Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Jonesboro City Center - Jonesboro, GA Project.

**Scope of Services.** The scope of Consultant's services is set forth below ("Services"). If frequency of testing is not specified below, it shall be as requested by Client. Scheduling will be done by Client or contractor if Client so designates. Consultant will not be responsible for tests not performed due to a failure to schedule Consultant's services or any resulting effect on construction.

See attached proposal.

**Compensation.** Unless different rates are specified below, all charges will be billed on a time and materials basis pursuant to Consultant's Standard Fee Schedule. The construction schedule, weather conditions, construction workmanship, etc. will determine the actual cost of Consultant's Services. If the actual quantities exceed any estimated quantities at the request of the Client or its designated contractor, additional fees will be billed in accordance with the fee schedule below.

See attached budget estimate/fee schedule.

#### TERMS AND CONDITIONS

1. **Testing and Observations.** Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing, inspection, and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
2. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

By signing this Authorization or ordering the commencement of Services you are affirming that you are authorized to bind Client to the Terms and Conditions of this Authorization and have read and accepted the Terms and Conditions, including restrictions and limitations, as set forth on this page and the subsequent page of Additional Terms and Conditions.

Consultant: **Geotechnical & Environmental Consultants, Inc.**

Client: **City of Jonesboro GA**

By:  Date: **6/14/2021**

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

Name/Title: **Jerry B. Williams / Department Manager II**

Name/Title: **Ricky Clark**

Address: **514 Wilcrest Indust. Blvd  
Macon, GA 31204-3472**

Address: **124 North Ave  
Jonesboro, GA 30236-3278**

Phone: **(478) 757-1606** Fax: **(478) 757-1608**

Phone: **(770) 478-3800** Fax: \_\_\_\_\_

Email: **jwilliams@geconsultants.com**

Email: **rclark@jonesboroga.com**



**ADDITIONAL TERMS AND CONDITIONS**

3. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO \$50,000, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT, PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
4. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
5. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of Authorization, Consultant is entitled to a change order equitably adjusting its Services and fee.
6. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
7. **Third Party Reliance.** This Authorization and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
8. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
9. **Choice of Law.** This Authorization shall be governed by and construed according to Georgia law.
10. **Subsurface Explorations.** Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
11. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **Utilities.** Consultant shall utilize a utility locating service for public utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
13. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.
14. **Termination.** Either party may terminate this Authorization or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
15. **Insurance.** Consultant represents that it now carries and will continue to carry: (i) workers' compensation insurance in accordance state, and employer's liability (\$1,000,000); (ii) commercial general liability (\$1,000,000 occ/ \$2,000,000 agg); (iii) automobile liability (\$1,000,000 B.I. and P.D. combined single limit); excess liability (\$5,000,000 occ/ agg); and (iv) professional liability (\$1,000,000 claim / agg). Client and Consultant shall waive subrogation against the other party on general liability. Client is additional insured with respect to general and auto liability. When requested in writing, Owner is additional insured with respect to general and auto liability.