



CITY OF JONESBORO
Work Session
1859 CITY CENTER WAY
April 3, 2023 – 6:00 PM

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

Agenda

I. CALL TO ORDER - MAYOR DONYA L. SARTOR

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

III. INVOCATION

IV. ADOPTION OF AGENDA

V. WORK SESSION

1. Discussion regarding a fee waiver as requested by the Clayton County Chamber of Commerce to host their annual "Women in Business Luncheon" on May 12, 2023 in the Community Room of the Jonesboro City Center.
2. Discussion regarding supporting the Jonesboro High School Mock Trial Team as they travel to compete in the national championship in Little Rock, Arkansas.
3. Discussion regarding insurance recommendations related to Cyber Insurance, National Liability and Workers' Compensation and also adjusting the renewal date.
4. Discussion regarding Zoning Appeal, 23-ZA-001, for duplexes by Dawn Massenburg / Community Home Ventures, property owner, and Canon Manley, applicant, for lots 3 & 4 on New Dawn Court (Parcel Nos. 05241B B007 and 05241B B007A), Jonesboro, Georgia 30236.
5. **Tabled Item from March Meeting** – Discussion regarding Conditional Use Permit application, 23-CU-006, for a tattoo studio by Charlotte M. Noon, property owner, and Whitney Singleton, applicant, for property at 279 North Main Street (Parcel No. 13209C C002), Suite D, Jonesboro, Georgia 30236.
6. Discussion regarding the surplus of one of our body armor vests in possession by the Jonesboro Police Department.
7. Discussion regarding a Municipal Lease agreement by and between the City of Jonesboro and Motorola for the purpose of acquiring 40 portable police radios.

8. Discussion regarding Georgia Cities Week, April 22-29, 2023, and encouraging all residents to support the celebration and corresponding activities.
9. Discussion regarding a Parking Lot Agreement by and between the City of Jonesboro and AT&T for 25 parking spaces located at 130,134 and 138 West Mill Street between the hours of 7:00 a.m. and 7:00 p.m. Monday – Friday.

VI. OTHER BUSINESS

VII. ADJOURNMENT

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # <b style="color: red;">- 1	5.1
	COUNCIL MEETING DATE April 3, 2023		
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s)	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Discussion regarding a fee waiver as requested by the Clayton County Chamber of Commerce to host their annual "Women in Business Luncheon" on May 12, 2023 in the Community Room of the Jonesboro City Center.			
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i>			
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Recreation, Entertainment and Leisure Opportunities			
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> Each year, the Clayton County Chamber of Commerce hosts a "Women in Business Luncheon." The Chamber's Women In Business Luncheon is an opportunity to convene women business professionals and community leaders for a networking luncheon and to honor their achievements over the previous year. Last year, the Chamber of Commerce hosted the event at the City Green. The Chamber of Commerce is seeking a fee waiver to host the event in the Community Room of the Jonesboro City Center. again this year. The event is slated to be held on Friday, May 12, 2023. As the event is during the normal working day, there will be no need for additional staff hours or manpower. In exchange for the fee waiver, the Chamber of Commerce would list the City of Jonesboro as a Host Sponsor with benefits to include exposure at the event, recognition from the podium, and pre/post-event marketing with the city's logo featured on the event invitation and recap.			
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> Host Sponsor Request -Women In Business Luncheon			
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval			

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Ricky L. Clark, City Manager	Date April, 3, 2023	
Signature	City Clerk's Office	



March 28, 2023

RE: Request for use of Community Room at Jonesboro City Center for Annual Women In Business Luncheon.

Dear Mr. Clark:

It is with great excitement that Clayton County Chamber of Commerce announces its Annual Women In Business Luncheon honoring women entrepreneurs and business professionals who make valuable and lasting contributions to the business community. This event will be held on Friday, May 12, 2023; 11:30 am. We anticipate approximately 120 attendees.

The Chamber of Commerce has a rich history of guiding the power of business and strengthening the regional business community with its 600 members representing small to mid-sized companies, and large multi-national corporations across various industry sectors. The Chamber's primary function is to enhance the quality of life through economic progress.

We thank the City of Jonesboro for its partnership in this endeavor over the last two years, and we invite you to participate again as our Host Sponsor. Additional event sponsors include Clayton County Water Authority, Delta Air Lines, Georgia Power Company, and Verizon. Through the Chamber's Women In Business initiative, we foster leadership development, community engagement, and entrepreneurship.

Sincerely,

A handwritten signature in dark ink, appearing to read "V. Williamson".

Valencia Williamson, President & CEO
Clayton County Chamber of Commerce

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # - 2	5.2
	COUNCIL MEETING DATE April 3, 2023		
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s)	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Discussion regarding supporting the Jonesboro High School Mock Trial Team as they travel to compete in the national championship in Little Rock, Arkansas.			
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i>			
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Community Planning, Neighborhood and Business Revitalization			
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> Recently, for the 12 th time in School history, the Jonesboro High School Mock Trial Team won the state Mock Trial championship and are headed to the national competition in May in Little Rock, Arkansas. The students from 9 th through 12 th grade practice three days a week for three hours, perfecting their debate, questions, and other skills that will help them in the mock trials. We are seeking to partner to assist them in their efforts financially, in the amount of \$500.00. In addition, we have provided trinkets for them to travel with.			
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> •			
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval			

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Ricky L. Clark, City Manager	Date April, 3, 2023	
Signature	City Clerk's Office	



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.3

- 3

COUNCIL MEETING DATE
April 3, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Discussion regarding insurance recommendations related to Cyber Insurance, National Liability and Workers' Compensation and also adjusting the renewal date.

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 Historic Preservation, Innovative Leadership

Summary & Background

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

In recent months, staff has had substantial dialogue with the Council relative to our organizational insurance placements and the increases we experienced. In addition to adopting coverage for the year, we changed our broker and charged them to find us the best rates possible. As our Broker of Record has been diligently working with various carriers and discussing potential saving opportunities, they have brought back the following recommendations:

Cyber Liability:

Cyber liability is a concern for all cities across the country. Our current cyber liability has very low limits for ransomware and other coverage. The attached proposal contains a \$1,000,000 Cyber liability limit with higher sub-limits for ransomware and different types of cyber risk, including a \$5,000 deductible. The net premium increase for this improved coverage is \$4,632. We recommend this change.

Workers Compensation:

Our broker explored other options in the public sector marketplace and was able to attain a proposal from National Liability and Fire Insurance Company for a premium of \$58,167 with a \$5,00 broker. The \$63,167 annual premium and fee is \$27,436 less than the current \$90,603 workers' compensation premium. We recommend this change.

Renewal Date:

We recommend changing our policy dates from January 1st to October 1st. This would allow the finance department to put actual premiums in the next calendar year's budget and eliminate the problems we had last January. We have met with our current carrier (Travelers Insurance), and we are working closely with them to implement the best risk management to minimize risk and improve our loss ratio so we can control our premiums.

Fiscal Impact

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

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 3, 2023

Signature

City Clerk's Office

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

5.3

- Jonesboro 2023 NLF WC Proposal
- Jonesboro 2023 Travelers Cyber Proposal

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

Approval

Quote ID:

WC2023-N0000294

Workers' Compensation Quotation

1 Named Insured and Mailing Address

CITY OF JONESBORO
1859 CITY CENTER WAY
JONESBORO, GA 30236

Federal Employer's ID 58-6000600
Risk ID Number None
Insured is (legal entity)

2 Coverage Period

From, 03/01/2023 to, 03/01/2024 12:01 AM, standard time at the Insured's mailing address.

3 Coverage

A. Workers' Compensation Insurance -

This estimate applies to the Workers' Compensation Law of the following states:
GA

B. Employers Liability Insurance -

The limits of Liability are:

Bodily Injury by Accident	(each accident)	\$	1,000,000
Bodily Injury by Disease	(each employee)	\$	1,000,000
Bodily Injury by Disease	(policy limit)	\$	1,000,000

C. Other States Insurance -

AL AR FL GA KY LA MS NC SC TN TX

4 Premium

The premium for this quotation will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
All information required below is subject to verification and change by audit.

Total Estimated Annual Premium (See Page 2)	\$	58,167
--	-----------	---------------

Attachment: Jonesboro 2023 NLF WC Proposal (3351 : Organizational Insurance Recommendations)

4 Premium (continued)

5.3.a

Classification	Rate Basis	State	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100	Estimated Annual Premium
POLICE OFFICERS & DRIVERS	03/01/2023	GA	7720X*	1,141,366.00	2.85	\$ 32,529
GASOLINE STATION: STATION--RETAIL & DRIVERS NOC--R	03/01/2023	GA	8380	25,317.00	2.83	\$ 716
SALESPERSONS, COLLECTORS OR MESSENGERS -OUTSIDE	03/01/2023	GA	8742	100.00	0.30	\$ 0
CLERICAL OFFICE EMPLOYEES NOC	03/01/2023	GA	8810	872,590.00	0.14	\$ 1,222
STREET CLEANING & DRIVERS	03/01/2023	GA	9402	281,664.00	7.07	\$ 19,914
GARBAGE, ASHES OR REFUSE COLLECTION & DRIVERS	03/01/2023	GA	9403	67,083.00	9.27	\$ 6,219
MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	03/01/2023	GA	9410	68,915.00	3.50	\$ 2,412
Premium for Employer Liability Increased Limits Part Two:				\$ 2,457,035.00	1.10%	\$ 693
Balance to Employer Liability Increased Limits Minimum Premium:	\$ 25.00					\$ 0
Deductible Credit:	\$ NONE				%	\$ 0
Drug-Free Workplace Premium Credit:					0.000%	\$ 0
Total Premium SUBJECT to Experience or Merit Modification:						\$ 63,705
Premium MODIFIED to reflect Experience or Merit Modification of:					0.970	\$ -1,911
Schedule Credit:					0.000%	\$ 0
Balance to Minimum Premium:	\$ 2,426					\$ 0
Premium Discount (if applicable):					7.6%	\$ -4,696
Terrorism per \$100 Payoll:					0.990%	\$ 243
Catastrophe (other than Certified Acts of Terrorism) per \$100 Payoll:					1.98%	\$ 486
Expense Constant:						\$ 340
Tax Amount:	\$ 0.00				%	\$ 0
ESTIMATED PREMIUM PER STATE:						\$ 58,167
Total Estimated Annual Premium:						\$ 58,167

This Quote is Subject to: Favorable Insurability Survey. Quote is not valid AFTER Effective Date.
 Pending Rate Change Endorsement Applies.
 Please provide Insured email address (if available).
 Subject To Completed, signed Acord Application.
 -Signed Officer Exclusion Form(s) Requir

COUNTERSIGNED BY:

(AUTHORIZED AGENT)

Attachment: Jonesboro 2023 NLF WC Proposal (3351 : Organizational Insurance Recommendations)



Wrap+®

February 14, 2023

RE: Insured Name: CITY OF JONESBORO
1859 CITY CENTER WAY
JONESBORO, GA 30236

Expiring Policy Number: N/A

Policy Period: March 1, 2023 to March 1, 2024

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid for 30 days, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Attachment: Jonesboro 2023 Travelers Cyber Proposal (3351 : Organizational Insurance Recommendations)

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$5,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$5,000
Regulatory Proceedings	\$1,000,000	\$5,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$5,000
Computer and Legal Experts	\$1,000,000	\$5,000
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$5,000
Data Restoration	\$1,000,000	\$5,000
Public Relations	\$1,000,000	\$5,000
Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$5,000
Funds Transfer Fraud	\$1,000,000	\$5,000
Social Engineering Fraud	\$250,000	\$10,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Attachment: Jonesboro 2023 Travelers Cyber Proposal (3351 : Organizational Insurance Recommendations)

Knowledge Date: March 01, 2023

P&P Date: March 01, 2023

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$6,924.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

CyberRisk Policy Aggregate Limit: \$1,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: 75%

Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:

Additional Premium Percentage: N/A

Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$6,924.00	\$0.00	\$0.00	\$6,924.00	\$6,924.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

AFE-15001-0620 Declarations

AFE-16001-0119 General Conditions

CYB-15001-0620 CyberRisk Declarations

CYB-16001-0620 CyberRisk Coverage

CYB-16001-TOC-0620 CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-17003-0119 Georgia Changes Endorsement

AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement

AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement

CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement

CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement

CYB-19105-0119 Conviction Reward Endorsement

CYB-19119-0119 Amend Privacy And Security Act To Include Violation Of The General Data Protection Regulation Endorsement

CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement

CYB-19123-0519 Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 Signed/dated applications & MFA Attestation

QUOTE NOTES:**NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF

INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the travelers.com website or contact your underwriter.

Attachment: Jonesboro 2023 Travelers Cyber Proposal (3351 : Organizational Insurance Recommendations)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.4

- 4

COUNCIL MEETING DATE
April 3, 2023

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 Zoning Appeal, 23-ZA-001, for duplexes by Dawn Massenburg / Community Home Ventures, property owner, and Canon Manley, applicant, for lots 3 & 4 on New Dawn Court (Parcel Nos. 05241B B007 and 05241B B007A), Jonesboro, Georgia 30236.

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

City Code Section 86-103 – H-2 Zoning Standards

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

Yes

Beautification, Community Planning, Neighborhood and Business
Revitalization, Historic Preservation

Summary & Background

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

Agency recommendation – **Approval of zoning appeal**; Recently, the applicant submitted plans for two new duplexes on lots 3 and 4 of her multiple parcels on New Dawn Court. The applicant is now seeking zoning approval for these structures, after getting approvals from the Design Review Commission and Historic Preservation Commission on the exterior designs of the proposed duplexes last month. The properties along New Dawn Court are zoned H-2 Historic District.

There are two duplexes and the two-story House of Dawn already on New Dawn Court. Duplexes are no longer allowed in the Historic District, hence the need for a zoning appeal hearing. The two new duplexes are proposed for the lots (3 & 4) at the end of the cul-de-sac. The rear of the duplex on lot 3 will face the rear of existing houses on Chestnut Street. The rear of the duplex on lot 4 will face the rear of existing houses on Cloud Street. **There is a significant tree line along the rear property lines of both lots, obscuring views of the Cloud Street residences.**

In terms of design, both duplexes will be staggered, with a “cottage style” look. The main exterior material will be Hardiplank siding. (Vinyl siding is not allowed in the Historic District as a main siding material.) The roofs will be wood asphalt shingles. The gables will be vertical board and batten. Front porches will have wood columns and railings. The rear of the duplexes will feature small patios.

Main colors used will be white, black, and light grays.

The new duplexes are superior to the nearby duplexes on New Dawn Court and do not directly face any other streets or houses. These existing duplexes are hardly “historic” in nature.

H-2 Zoning. Sec. 86-103. (2) *New construction*. New buildings shall be compatible with surrounding historic structures and shall contribute to the character to the area. Prevalent architectural styles in the district shall guide new development. (See article VII, Architectural style and scale, for guidance on specific historic styles and building materials traditionally found in Jonesboro.)

a. *Scale and form*.

1. New buildings shall be compatible with the existing scale and form of nearby historic homes in terms of foundation and story heights, roof height, shape and pitch, number of stories, width, and depth. **Complies.**
2. The maximum heated floor area of infill development shall not exceed 150 percent of the average heated floor area of single family detached dwellings located on the same street for a distance of 600 feet in either direction.

Complies

3. The maximum building height for infill development shall be determined by the maximum building height of single

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 3, 2023

Signature

City Clerk's Office

family detached dwellings located on the same street for a distance of 600 feet in either direction. **Complies**

b. *Materials and color.*

1. The predominant exterior siding material or a modern material that creates a similar texture or appearance shall be used. **Complies**

2. The use of brick is encouraged for chimneys. **No chimneys**

3. Prohibited exterior materials include synthetic materials with a false wood grain, vinyl siding, brick veneer, concrete block, and the use of materials that do not complement the architectural or historic style of the structure.

None used.

4. Brick and paint colors shall be compatible with the style of the structure and with surrounding historic structures.

Complies

5. Neon colors are prohibited. **None used.**

6. Primary colors may be acceptable for trim or accents pending review and approval by the director of downtown development. **None used.**

c. *Doors and windows.*

1. Window and door placement, shape, and dimensions shall be compatible with the pattern on nearby historic structures. **Complies**

2. Blank wall facades are discouraged. **There are windows on every side.**

Design Review Commission, recommendation, 3.1.23: Approval as is.

Historic Preservation Commission, recommendation, 3.20.23: Approval as is.

The City will also need to review the lighting fixtures and a landscape plan for each unit.

In terms of the site plan, each unit will have its own driveway. Access to the lots will only be via New Dawn Court, thus not impacting traffic on nearby local streets in any way. Technically, the new duplexes would have the same impact on the nearby community as two new single-family detached houses, and they are designed to resemble single-family attached houses. The houses will have the most visual impact on the other residences on the applicant's own adjacent parcels and are set back far from the main road (South Main Street). These are a quality example of the diversification of the City's housing stock while respecting the surrounding community.

Fiscal Impact

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

Private builder

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

- Zoning Info
- Property Pictures
- Existing Duplexes
- Site Plan
- Duplex Design
- Duplex Design 2
- Design Review Minutes
- Historic Preservation Minutes
- Certificate of Appropriateness

- Zoning Appeal - New Dawn Court Lots 3 & 4 - Legal Notice
- Zoning Sign
- Acceptance Letter

5.4

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

Approval

David Allen

From: David Allen
Sent: Tuesday, January 31, 2023 3:23 PM
To: Canon Manley
Subject: RE: Table of Uses
Attachments: Application for Zoning Appeal.doc

From: David Allen
Sent: Tuesday, January 31, 2023 3:06 PM
To: Canon Manley <canon@kanonarc.com>
Subject: Table of Uses

Sec. 86-204. - Table of Uses Allowed by Zoning Districts.

P = Use is permitted "by right" in the Zoning District indicated

C = Use is permitted only as an approved conditional use permit (code section indicated)

N = Use is not permitted in the Zoning District indicated

2017 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
	RESIDENTIAL USES													
n/a	Single Family Detached Dwelling, Site-Built	P	P	P	N	N	P	P	N	P	N	N	N	Sec. 86-111; Article VII; Sec. 86-117
n/a	Single Family Detached Dwelling, Manufactured, Mobile, or Modular with Permanent Foundation	N	N	N	N	N	N	N	N	N	N	N	N	Article VII
n/a	Two-Family Dwelling (Duplex)	N	N	N	N	C	N	N	N	C	N	N	N	Article VII; Sec. 86-117; Sec. 86-118
n/a	Triplexes and Quadruplexes, not part of Apartment Communities	N	N	N	N	N	N	N	N	N	N	N	N	
n/a	Single Family Attached (Townhouses and Condominiums)	N	N	N	C	C	C	C	N	C	N	N	N	Sec. 86-202; Sec. 86-117; Sec. 86-118

Attachment: Zoning Info (3346 : New Dawn Court Duplexes)

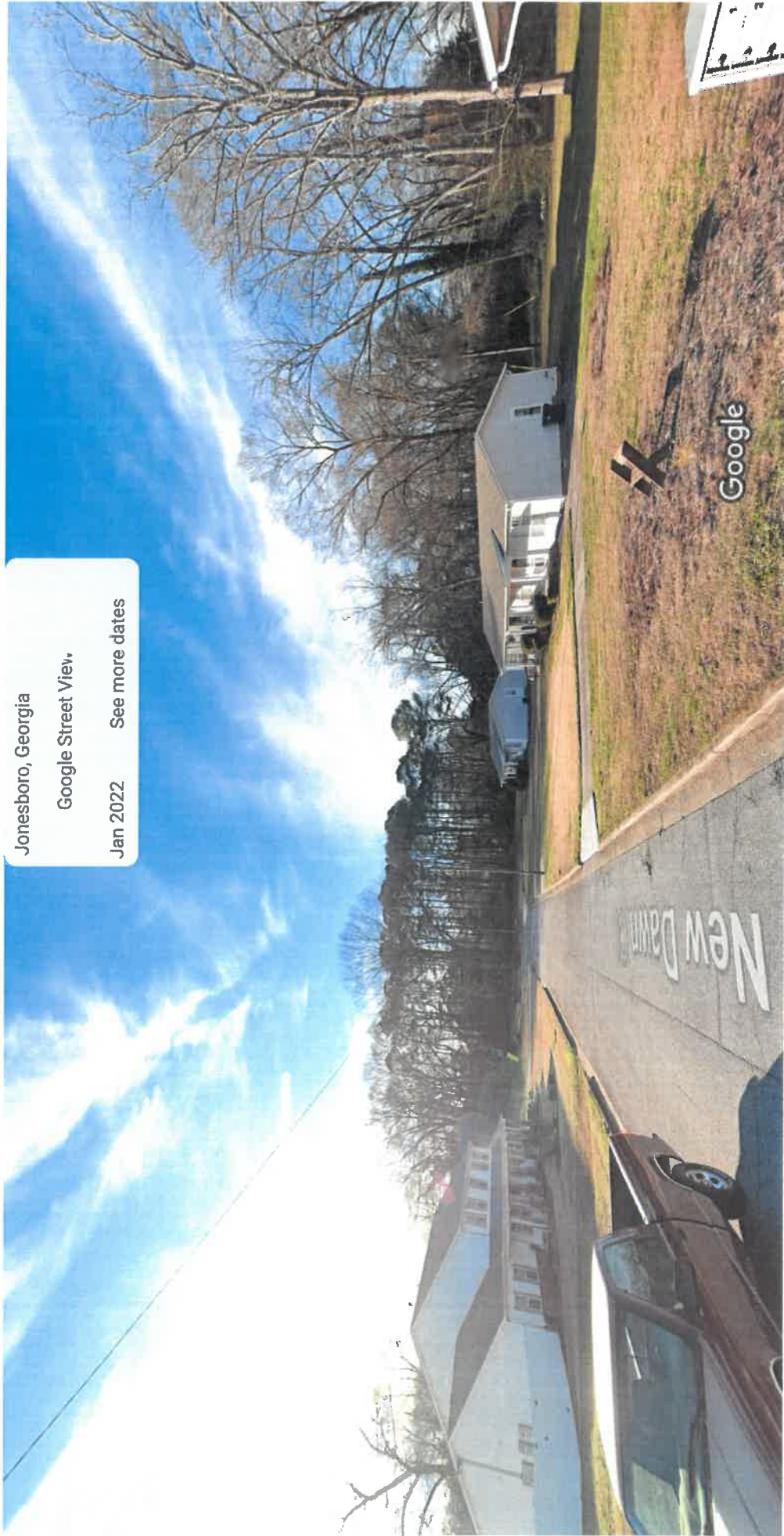


Image capture: Jan 2022 © 2023 Google

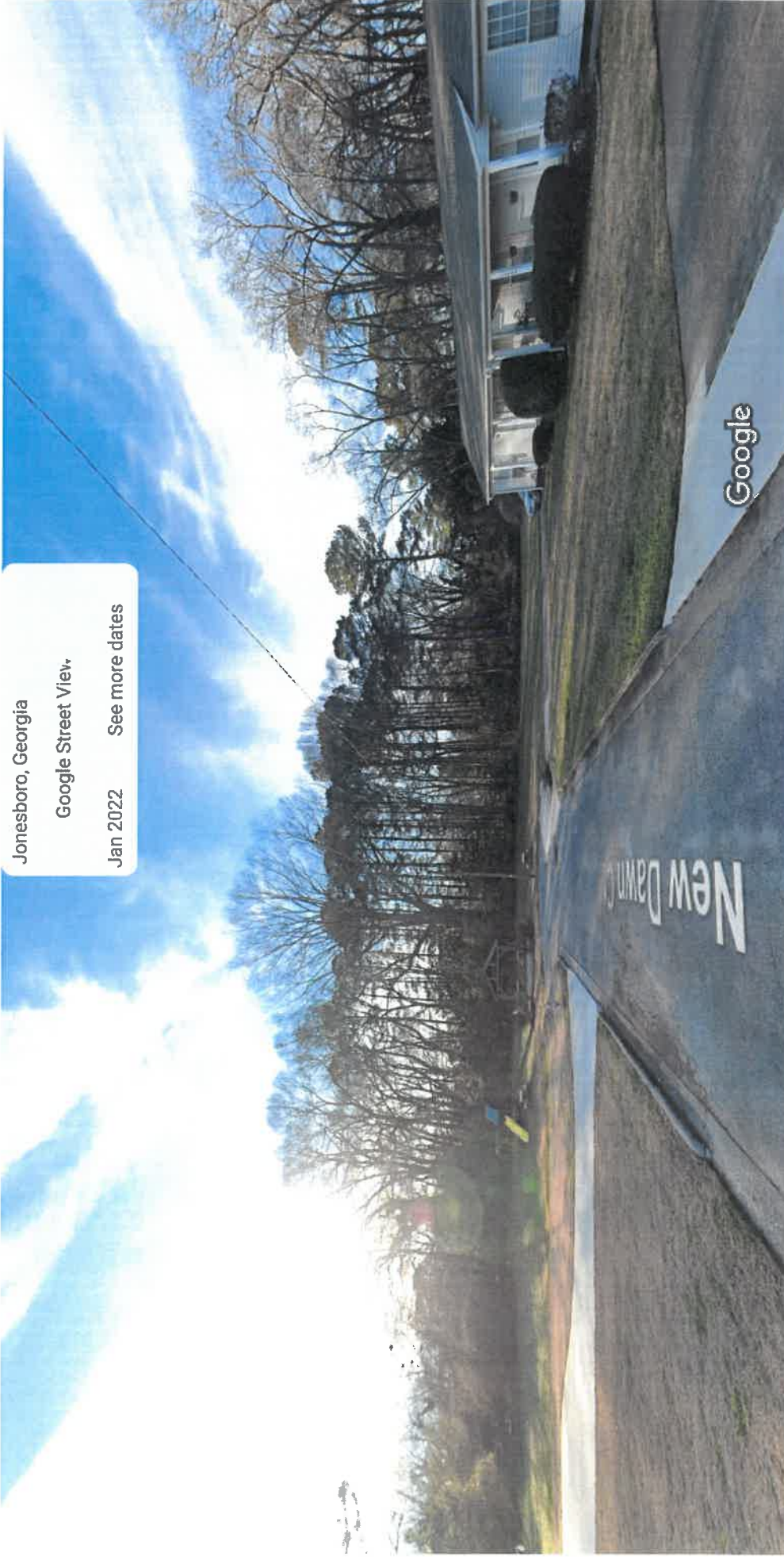
← 170 S Main St

Street View & 360°

All



Google Maps New Dawn Ct



Jonesboro, Georgia
Google Street View
Jan 2022 See more dates

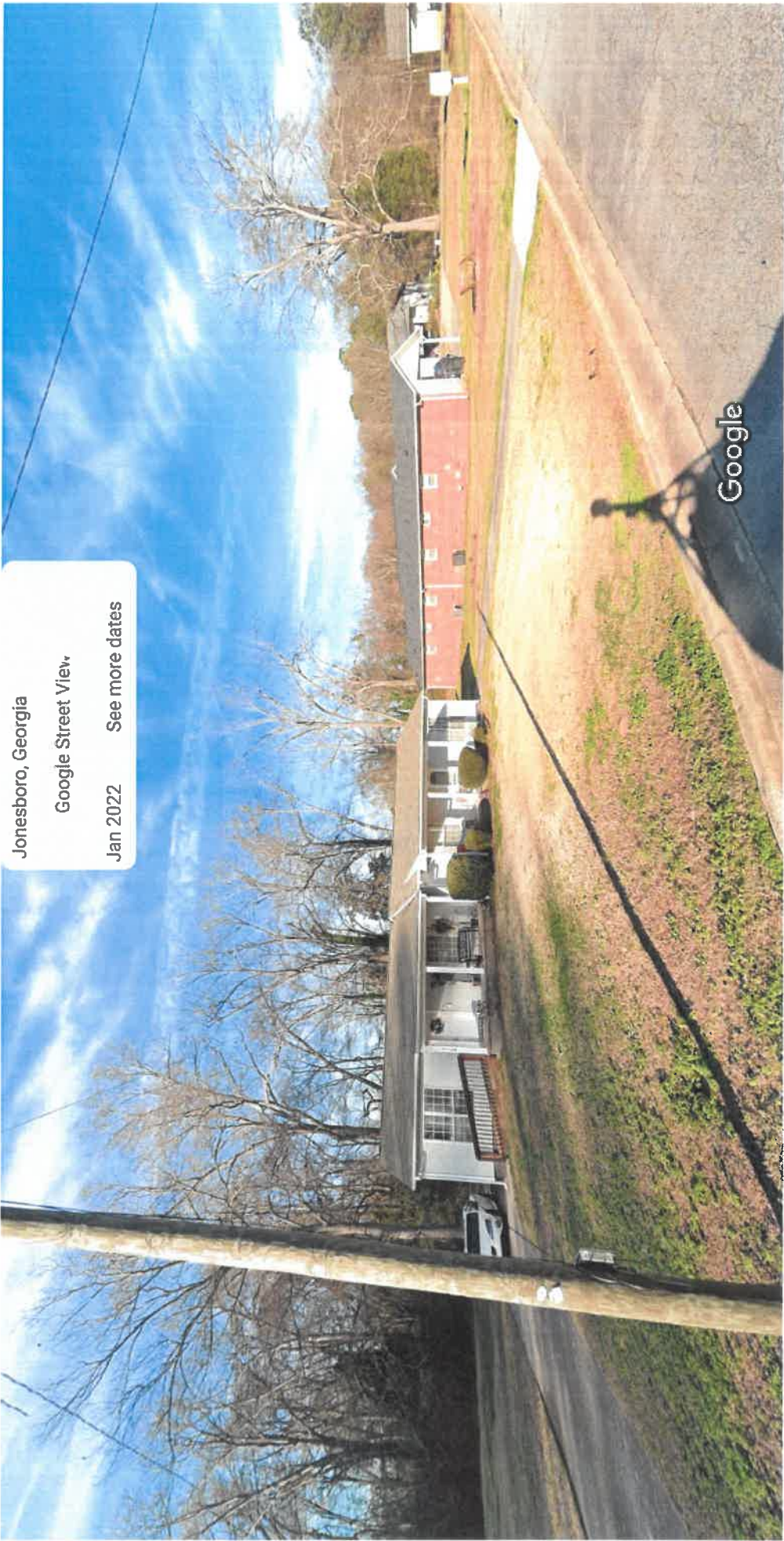
Image capture: Jan 2022 © 2023 Google

← 170 S Main St

Street View & 360°

All

Google Maps New Dawn Ct



Jonesboro, Georgia
Google Street View
Jan 2022 See more dates

Image capture: Jan 2022 © 2023 Google

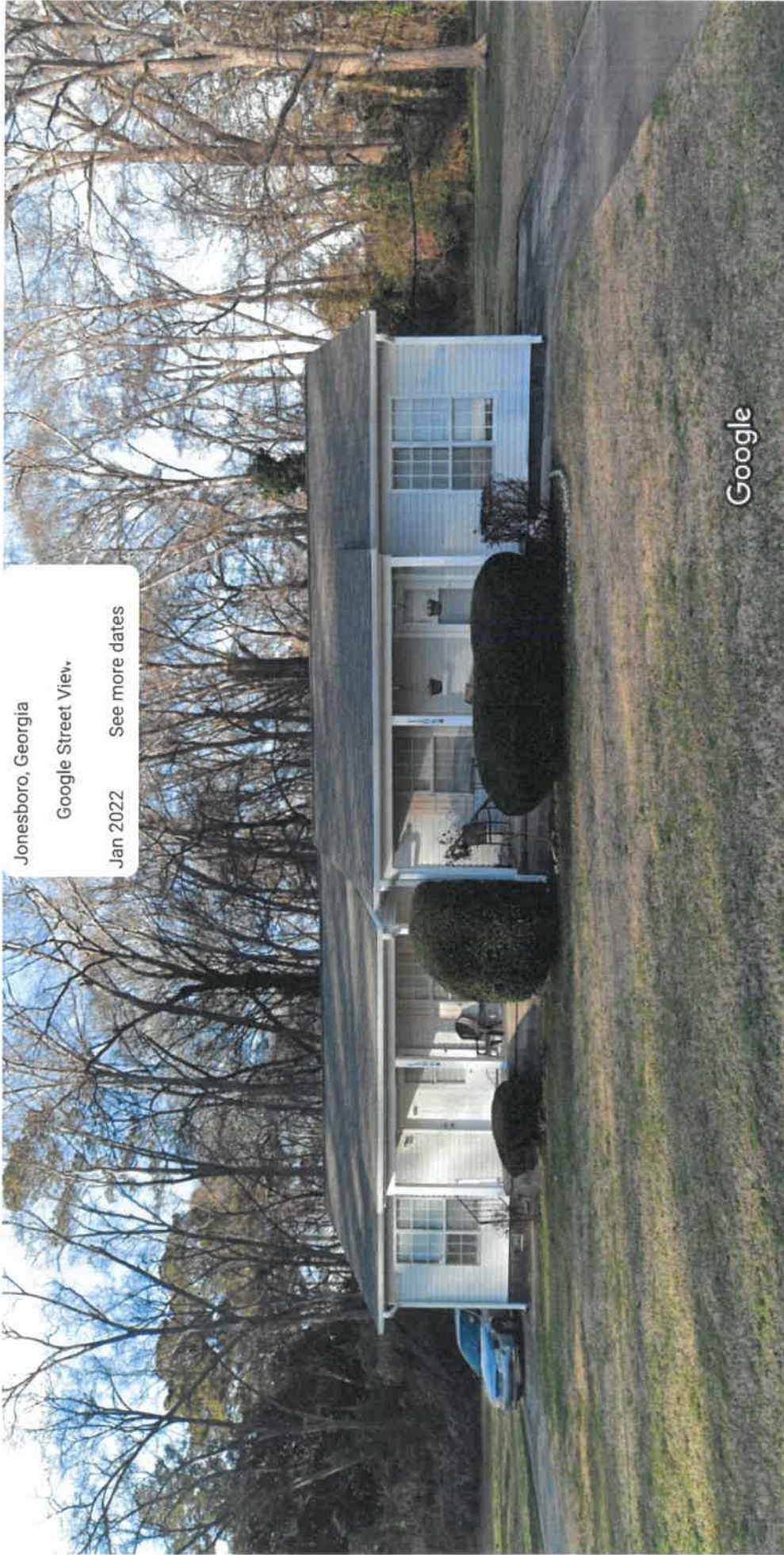


170 S Main St

All

Street View & 360°

Google Maps New Dawn Ct



Jonesboro, Georgia
Google Street View.
Jan 2022 See more dates

Image capture: Jan 2022 © 2023 Google



170 S Main St

All

Street View & 360°

eFiled & eRecorded

DATE: 10/8/2019
TIME: 3:32 PM
PLAT BOOK: 00044
PAGE: 00198
RECORDING FEES: \$8.00
CROSS REFERENCE FEES: \$6.00
PARTICIPANT ID: 2208379945
CLERK: Jacqueline D. Willis
Clayton County, GA

RESERVED FOR CLERK OF SUPERIOR COURT



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

GPS STATEMENT

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

GEORGIA WEST ZONE

GRID NORTH

APPROVAL CERTIFICATE

Pursuant to the Development Regulations of the City of Jonesboro, Georgia, and all requirements of approval having been fulfilled, this final plat was given preliminary approval by the Mayor and City Council on 10/20/2019 and final approval by the City Manager and it is entitled to recordation in the Clerk's Office, Clayton County Superior Court.

By: *[Signature]*
Mayor, City of Jonesboro

By: *[Signature]*
City Manager, City of Jonesboro

SURVEYOR'S CERTIFICATE

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

By: *[Signature]*
Registered Georgia Land Surveyor No.: 2625

OWNER'S CERTIFICATE

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, and that all State, City and County taxes or other assessments now due on this land have been paid.

Dawn L. Murray, CEO *[Signature]* Date: 09-26-19
Community Home Ventures, LLC

Signed, sealed and delivered in the presence of:

Witness: *[Signature]* Date: 09-26-19

GRANT OF EASEMENT

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

Dawn L. Murray, CEO *[Signature]* Date: 09-26-19
Community Home Ventures, LLC

Signed, sealed and delivered in the presence of:

Witness: *[Signature]* Date: 09-26-19

NOTARY PUBLIC

[Signature] Date: 09-26-19



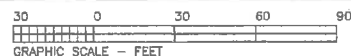
GENERAL NOTES

- THIS TRACT IS COMPRISED OF CLAYTON COUNTY TAX PARCELS 052418 8007 AND 052418 8007A AND IS ZONED H-2.
- OWNER: COMMUNITY HOME VENTURES, LLC PER DEED BOOK 11298, PG. 280 & DEED BOOK 11496, PAGE 483.
- WATER AND SEWER PROVIDED BY CLAYTON COUNTY.
- BUILDING SETBACKS: FRONT-HISTORIC, SIDE=5', REAR=20'.
- MINIMUM LOT AREA=ONE. MINIMUM LOT WIDTH=50'.
- THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT NOT BE SHOWN HEREON.
- ALL UNDERGROUND UTILITY LOCATION SHOWN HEREON IS APPROXIMATE AND IS BASED ON THE LOCATION OF ABOVEGROUND APPURTENANCES, FLAGS AND PAINT MARKS PLACED BY UNDERGROUND UTILITY LOCATION SERVICES. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

CLOSURE NOTES:

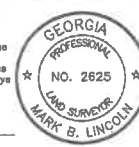
- The field data upon which this plat is based has a closure precision of one foot in 137,469 feet and an angular error of 1" per angle point, and was adjusted by the Compass Rule.
- The equipment used to obtain the linear and angular measurements was a NIKON NPL-522.
- This plot has been calculated for closure and is found to be accurate within one foot in 152,945 feet.

TOTAL AREA = 2.914 ACRES



As required by subsection (d) of O.C.G.A. Section 15-5-67, 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 15-5-67.

MARK B. LINCOLN GA LS NO 2625 9-26-19 DATE



FINAL SUBDIVISION PLAT FOR:

NEW DAWN COURT

LAND LOT(S) 241 5th DISTRICT LINCOLN SURVEYING, INC.
CITY OF JONESBORO, CLAYTON COUNTY, GEORGIA CERTIFICATE OF AUTHORIZATION NO. LSP000773
LOT: BLOCK: S/D: 4290 UNION SPRINGS ROAD
UNIT: PHASE: SCALE: 1"=30' STOCKBRIDGE, GA 30281
DATE(S) OF FIELD SURVEY: 5/30/19 770-922-1753
DATE OF PLAT PREPARATION: 9/25/19 JOB: 1837

HOUSE OF DAWN

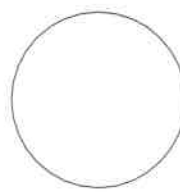
LOT 4 / 5 ON NEW DAWN COURT, LAND LOT 241

Attachment: Site Plan (3346 : New Dawn Court Duplexes)

Copyright (c) 2023 Kanon Architects Inc.

All records, plans, specifications, computer files, field data, notes, and other documents and information prepared by Kanon Architects and its affiliates or its employees and/or other related firms, including copyright notices. This drawing may not be reproduced in whole or in part without written permission from Kanon Architects. It is to be returned upon request. Scale as noted on plat and the original drawings which are 34"x56".

#	Rev	Date



Owner

LOT 4 / 5 ON NEW DAWN COURT, LAND LOT 241

Site Plan

G002

Scale 1/32" = 1'-0"

HOUSE OF DAWN
LOT 4 / 5 ON NEW DAWN COURT,
LAND LOT 241

Attachment: Duplex Design (3346 : New Dawn Court Duplexes)

Copyright (c) 2022 Kanon Architects Inc.
All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Kanon Architects Inc. shall remain the property of Kanon Architects Inc. and shall not be reproduced or transmitted in any form or by any means electronic, mechanical, photocopying, recording, or by any information storage and retrieval system without the prior written permission of Kanon Architects Inc. This drawing may not be reproduced in whole or in part without written permission from Kanon Architects Inc. It is to be returned upon request. Scales on sheets are not to be used as a guide to dimensions unless otherwise noted.

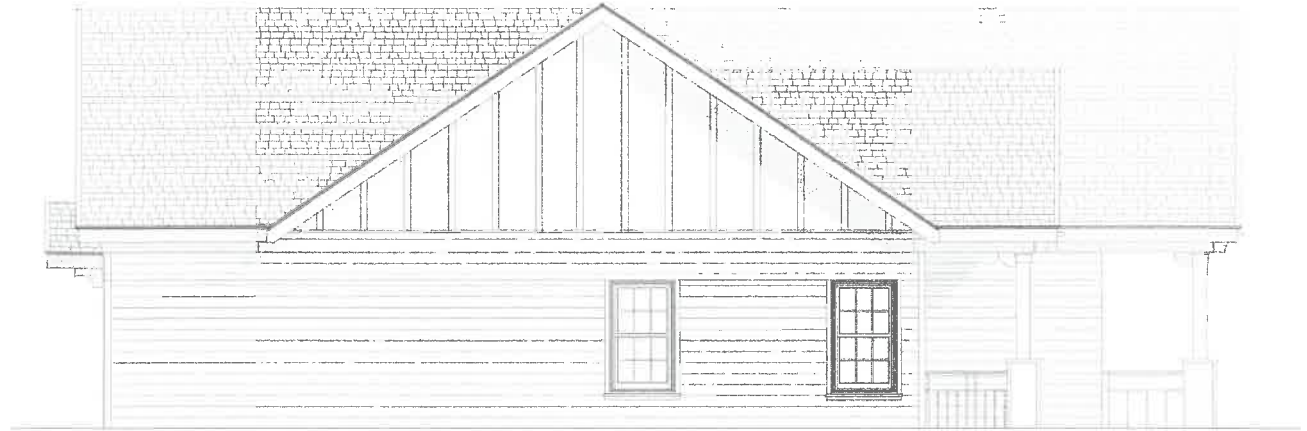
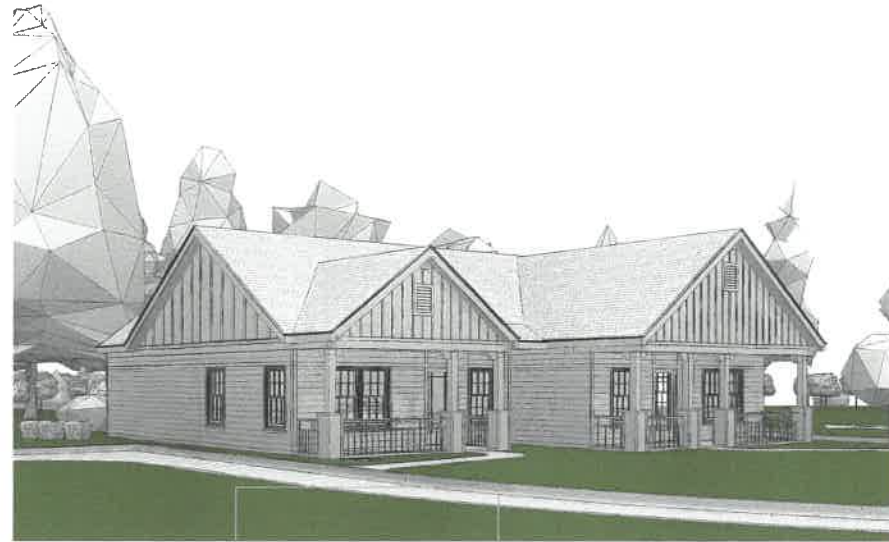
#	Rev	Date

Owner
LOT 4 / 5 ON NEW DAWN COURT, LAND LOT 241

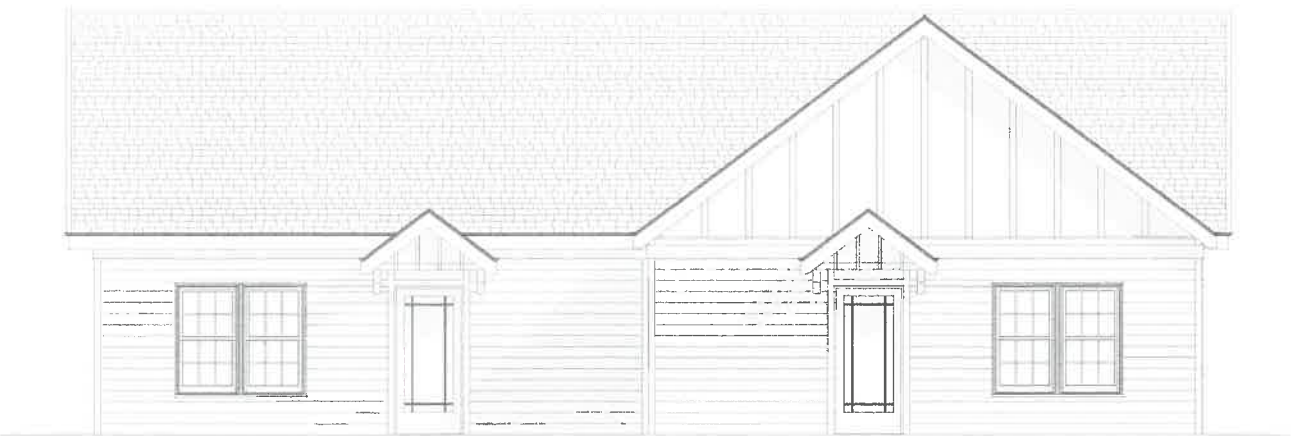
Concept Plans and Elevations

A100

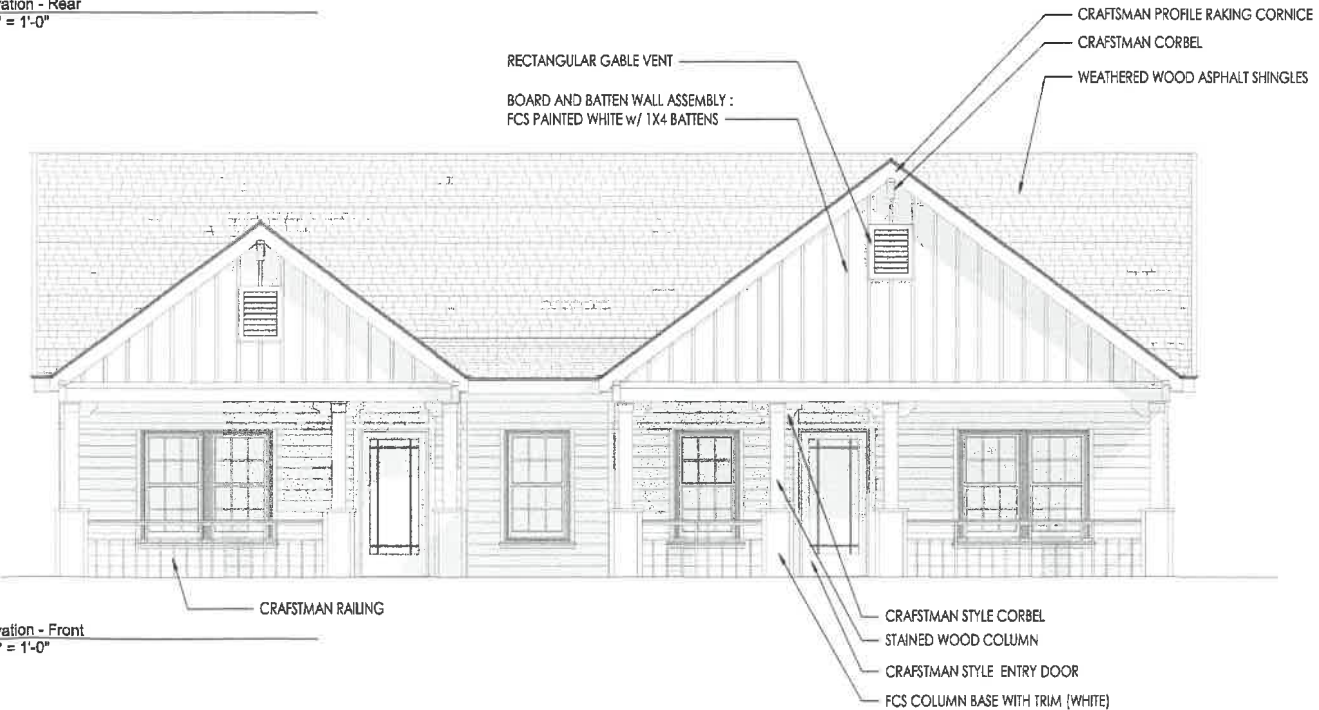
Scale 1/4" = 1'-0"



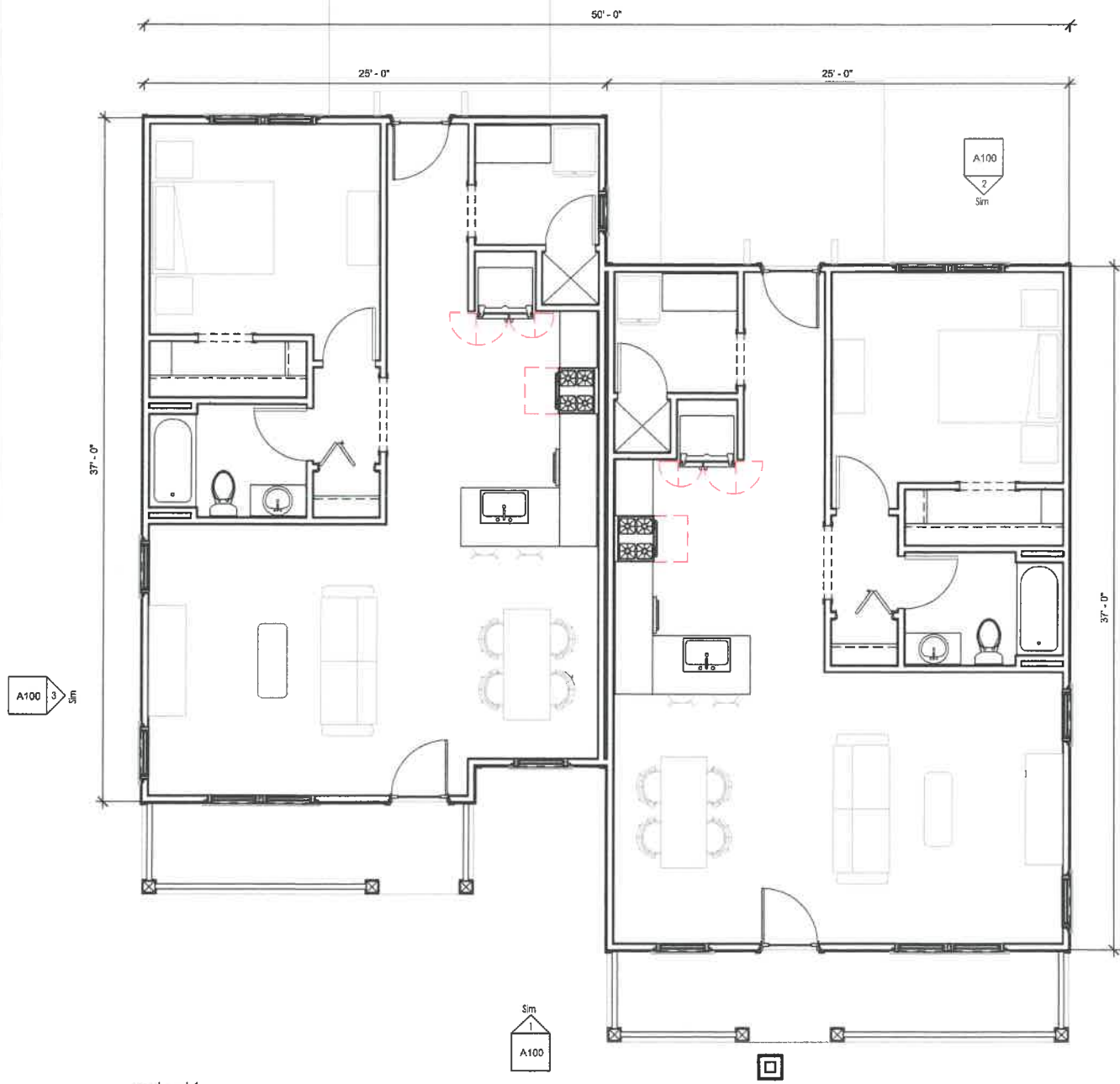
③ Elevation - Side
1/4" = 1'-0"



② Elevation - Rear
1/4" = 1'-0"



① Elevation - Front
1/4" = 1'-0"



⑥ Level 1
1/4" = 1'-0"



Attachment: Duplex Design 2 (3346 : New Dawn Court Duplexes)

Jonesboro
Friends of Main Street
DESIGN REVIEW COMMISSION
MEETING MINUTES

The Design Review Commission held their Regular Meeting on Wednesday March 1, 2023. The meeting was held at 4:30 p.m. at the Jonesboro City Center, 1859 City Center Way, Jonesboro, Georgia.

Committee Present:

Bonnie Shekarabi – Chairperson
Kimberly Lightford – Vice Chairperson (late)
Barbara Casey Lane – Committee Member
Ricky McKenzie – Committee Member
Tammary Dowdell – Committee Member (late)

Also present was David Allen, Community Development Director, to record the meeting minutes.

I. Meeting was called to order by Bonnie Shekarabi at 4:32 p.m.

II. Approval of Agenda

Barbara Casey Lane made a motion to approve the agenda, said motion was seconded by Ricky McKenzie. Motion carried unanimously. (3-0)

III. Approval of February 1, 2023 Meeting Minutes – Barbara Casey Lane made a motion to approve the February minutes, said motion was seconded by Ricky McKenzie. Motion carried unanimously. (3-0)

IV. OLD BUSINESS - None

A. Commercial building – 242 North Main Street; Parcel No. 13240B E006A; Replacement building design; Final design

Stacked stone looks nice; Provide for sidewalk and landscaping bed at front; Have sign cabinets on top to easily swap out panels.

Bonnie Shekarabi made a motion to approve the design as is. Said motion was seconded by Ricky McKenzie. Motion carried unanimously. (3-0)

V. NEW BUSINESS – Action Items

A. Salon – 186 North Avenue; Parcel No. 13239B B005; Wall sign (hanging) for existing business.

Bonnie Shekarabi made a motion to approve the design as is. Said motion was seconded by Ricky McKenzie. Motion carried unanimously. (3-0)

- B. Duplexes** – Lots 3 and 4, New Dawn Court; Parcel Nos. 05241B B007 and 05241B B007A; New residences in Historic District.

Hardiplank siding; Timberline roof; 4 units total; Front porches and rear patios; Planning to start in June; Include lighting details and landscape plan; Shared driveways? No.

Bonnie Shekarabi made a motion to approve the design. Said motion was seconded by Kimberly Lightford. Motion carried unanimously. (5-0)

- C. Commercial Suites** – 258 South Main Street, Suites F and G; Parcel No. 05241D B001; New wall signs for new businesses.

Two signs – Ragz to Riches Barbershop and Sulit Salon; Both signs need to be less busy and more readable from the street, add words that identify what they are, and all new signs on the property need to have a black background like the two already out there. Barbershop sign needs to remove the money and the scissors and razors and just focus on the words and the barber pole. Move barber pole to the side to make it more readable. For the Sulit sign, add the word “salón” and some contact information, readable from the road.

Bonnie Shekarabi made a motion to recommend redesign of the signs, based on above recommendations, and for Design Review Commission to review revised designs. Said motion was seconded by Ricky McKenzie. Motion carried unanimously. (5-0)

VI. Adjournment

There being no further business, a motion was made by Bonnie Shekarabi, seconded by Kimberly Lightford to adjourn at 5:07 p.m., Motion carried unanimously.



HISTORIC PRESERVATION COMMISSION MINUTES

The City of Jonesboro Historic Preservation Commission held their Regular Meeting on Monday, March 20, 2023. The meeting was held at 5:30 p.m. at the Jonesboro City Center, 1859 City Center Way, Jonesboro, Georgia.

Committee Present:

Jule Segner – Commissioner
Allison Murphy – Commissioner
Don Dixon – Commissioner

Committee Absent:

Betsy Wester - Chair

David Allen recorded the meeting minutes.

- I. **Meeting was called to order by Acting Chairperson Julie Segner at 5:34 pm.**
- II. **ADOPTION OF THE AGENDA**
A motion to adopt the agenda was made by Don Dixon and seconded by Allison Murphy. Approved 3-0.
- III. **OLD BUSINESS AGENDA ITEMS**
 - a. **Historic Preservation Commission to reconsider a Certificate of Appropriateness for Residence – 124 Spring Street; Parcel No. 13240D C024; Alteration to approved fence in the Historic Residential Overlay.**

Replacement of 4-foot-tall fence sections with 6-foot-tall fence sections, same appearance as rear fence – white, opaque, vinyl.

A motion to approve of fence alteration was made by Allison Murphy and seconded by Jule Segner. Approved 2-0. (Don Dixon abstained.)
- IV. **NEW BUSINESS AGENDA ITEMS:**
 - A. **Approval of minutes from January 17, 2023.**

A motion to approve the minutes was made by Don Dixon and seconded by Allison Murphy. Approved 3-0.

(No February meeting.)
 - B. **Historic Preservation Commission to reconsider a Certificate of Appropriateness for Duplexes – Lots 3 and 4, New Dawn Court; Parcel Nos. 05241B B007 and 05241B B007A; New residences in Historic District.**

Craftsman style; Columns; Lap siding; Rear patios; 1-bedroom units; Staggered units

A motion to approve as designed was made by Allison Murphy and seconded by Don Dixon. Approved 3-0.

V. Adjourn. 5:45 pm

A motion to adjourn was made by Allison Murphy and seconded by Don Dixon. Approved 3-0.

DRAFT

CERTIFICATE OF APPROPRIATENESS



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



THIS DOCUMENT TO BE POSTED AT ALL TIMES

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

PREMISES: Vacant Residential Lots OWNER: Dawn Massenburg / Community Home Ventures

ADDRESS: Lots 3 and 4, New Dawn Ct. TYPE: Two Duplexes

Work Approved:

Two new duplexes, one on lot 3 and one on lot 4, as depicted in a site plan and elevations provided by Kanon Architects Inc in February 2023. Vinyl siding prohibited as primary exterior material.

HISTORIC PRESERVATION MEETING DATE: **MARCH 20, 2023**

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

Signed: _____

Applicant

Approved: _____

Chairperson, Betsy Wester
Historic Preservation Commission

Approved: _____

Zoning Administrator, David D. Allen
City of Jonesboro

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

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on April 10, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Zoning Appeal for duplexes by Dawn Massenburg / Community Home Ventures, property owner, and Canon Manley, applicant, for lots 3 & 4 on New Dawn Court (Parcel Nos. 05241B B007 and 05241B B007A), Jonesboro, Georgia 30236. Mayor and Council will first discuss this item during their Work Session at 6:00 P.M. on April 3, 2023, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA.

David Allen
Community Development Director

Publish 3/22/23



Attachment: Zoning Sign (3346 : New Dawn Court Duplexes)

CITY OF JONESBORO

PUBLIC NOTICE

An application has been filed for a

Zoning Appeal

at this location

LOTS 3 AND 4 NEW DAWN COURT

A PUBLIC HEARING on this application will be held on APRIL 10 20. 23, at 6 p.m.

DATE

1859 CITY CENTER WAY

Any questions, call City Hall at 770-478-3800

Date of Posting - MARCH 20 20 23

ATTENTION

DO NOT REMOVE UNTIL ABOVE MEETING DATE

Anyone caught defacing or removing this sign shall be guilty of a misdemeanor



MEMORANDUM

To: Dawn L. Murray
House of Dawn
Jonesboro, Ga. 30236

From: David D. Allen
City of Jonesboro
1859 City Center Way
Jonesboro, GA 30236

Date: March 22, 2023

Re: Notification of Request for Zoning Appeal – Duplexes, Lots 3 and 4, New Dawn Court; Tax Map Parcel Nos. 05241B B007 and 05241B B007A;

Dear Applicant,

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

- Duplexes

A Public Hearing has been scheduled for Monday, April 10, 2023 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The meeting will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. A Work Session for this item will be held on Monday, April 3, 2023 at 6:00 p.m., also in the court chambers of the Jonesboro City Center. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

David D. Allen
Community Development Director / Zoning Administrator



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item #

5.5

- 5

COUNCIL MEETING DATE

April 3, 2023

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.)

Tabled Item from March Meeting – Discussion regarding Conditional Use Permit application, 23-CU-006, for a tattoo studio by Charlotte M. Noon, property owner, and Whitney Singleton, applicant, for property at 279 North Main Street (Parcel No. 13209C C002), Suite D, Jonesboro, Georgia 30236.

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

Section 86-107 C-2 District Standards; Conditional Uses, Article VI Sec. 86-145

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

Yes Economic Development, Community Planning, Neighborhood and Business Revitalization

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 Conditional Use application**; Recently, the applicant applied for a tattoo studio at 279 North Main Street, in the same suite (Suite D) where Siglow's Lash Bar formerly operated. The property is a commercial development with one building and several suites, each sharing the same parking lot. The property is zoned C-2 Highway Commercial. The property has access only off North Main Street.

This particular use requires a conditional use permit and must comply with the requirements of Sec. 86-145.

Sec. 86-145. - NAICS 812990 All other personal services, including tattoo parlors.

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

(1) Dating and escort services shall be prohibited.

This will be just tattoo application, by appointment only.

Per the applicant, the business would be open Tuesday through Saturday, 8 am to 6 pm, but customer services by appointment only. No walk-ins will be allowed. The applicant is planning on having 2 artists and one receptionist. Business activity is expected at 3 to 4 customers a day, per each artist, or about 40 customers per week.

In terms of parking requirements (Sec. 86-410):

(16) Personal service establishments such as barber shops and hair salons shall provide two spaces per customer station. Two spaces per customer station (2) equals 4 spaces required for any given time. There are 10 parking spaces available. With Siglow's Lash Bar going away, the commercial building is largely unoccupied. There is a church sign in the suite next to the subject suite, but the tattoo studio hours would not conflict with normal church hours on Sunday and Wednesday.

In light of the fact that this would be a small-scale business, completely confined inside the building and similar to the activity amounts for the former lash bar, staff recommends approval of the request with the following minimum conditions:

1. All Health Department regulations pertaining to tattoo application shall be met.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 3, 2023

03/06/23

REQUIRED

03/13/23

City Council

Next: 03/13/23

City Council

Next: 04/03/23

PUBLIC HEARING

Next: 03/13/23

TABLED

Signature

City Clerk's Office

Update for 3.13.23 meeting: The applicant has spoken to the actual property owner who is unwilling to paint the building or do other upgrades.

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
- Site Pictures
- Letter of Explanation
- Zoning sign
- Conditional Use - Tattoos - Legal Notice
- Acceptance Letter

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

Approval



CITY OF JONESBORO
 124 North Avenue
 Jonesboro, Georgia 30238
 City Hall: (770) 478-3800
 Fax: (770) 478-3775
 www.jonesboroga.com

ZONING VERIFICATION REQUEST

Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are STRONGLY ADVISED to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

Applicant's Information

Name of Applicant: Whitney Singleton
 Name of Business: Bleeding Canvas, LLC
 Property's Address: 279 D N. Main Street Jonesboro GA 30238
 Email Address: bleedingcanvastattoos@gmail.com
 Phone: (Day): 678-857-4422 (Evening): 678-857-4422

Property Information

Current Use of Property: Office & Salon
 Proposed Use of Property (Please provide in great detail the intended use of the property):
A seasonal tattoo studio that would be ran
on appointments only, that will adhere to
Health Department guidelines,
 Applicant's Signature: [Signature] Date: 2/1/23

FOR OFFICE USE ONLY:

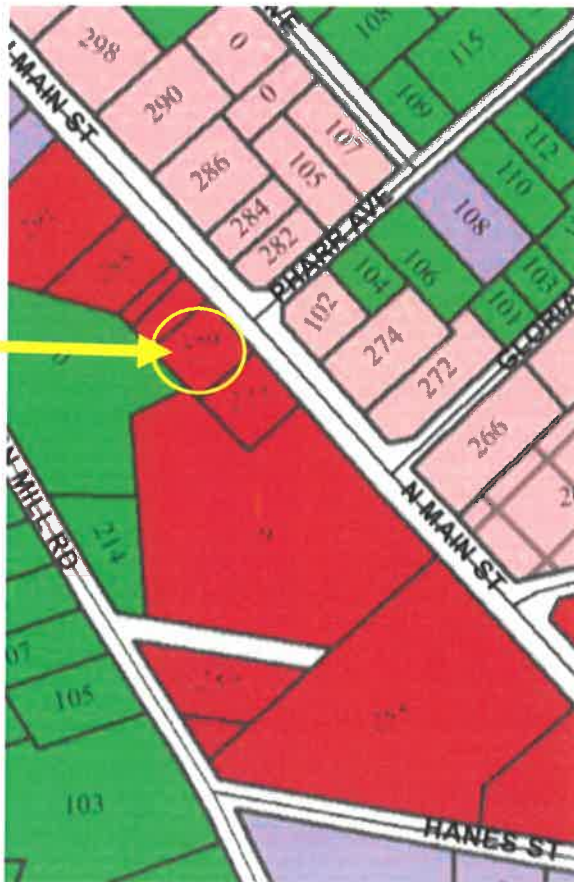
Current Zoning: C2 NAICS Code: 812990
 Required Zoning: M1, H3, M1, MX, C1, C2 Conditional Use Needed? Yes or No
 Comments: ☐ APPROVED ☒ DENIED
CONDITIONAL USE PERMIT REQUIRED AND MUST
COMPLY WITH SEC. 56-14.5
 Zoning Official Signature: [Signature] Date: 2/2/23

Applicant – Whitney Singleton
Name of Business – Bleeding Canvas LLC
Address - 279 North Main Street, Suite D
Zoning District – C2
NAICS – 812990

Proposed Use: Tattoo studio

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
812990	All Other Personal Services, including tattoo parlors	N	N	N	N	N	C	C	C	C	C	C	N	Sec. 86-145, Sec. 86-109 (c)(5); Sec. 86-118

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

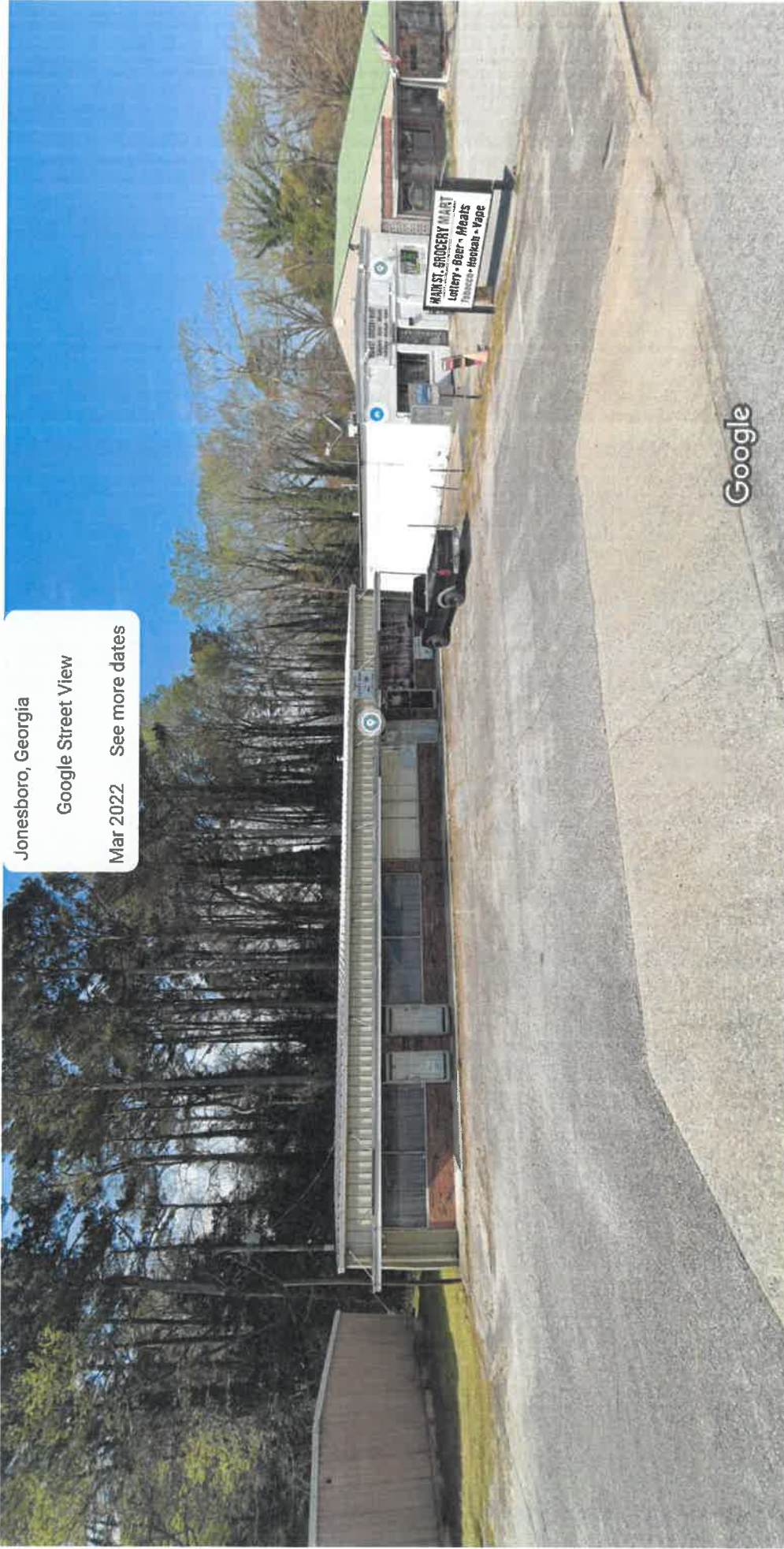


Zoning Classifications

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

Sec. 86-145. - NAICS 812990 All other personal services, including tattoo parlors.
The following conditions are assigned in the H-1, H-2, O&I, M-X, C-1 and C-2 districts:
(1) Dating and escort services shall be prohibited.

Google Maps 279 N Main St



Jonesboro, Georgia

Google Street View

Mar 2022 See more dates

Image capture: Mar 2022 © 2023 Google

279 D

Street View & 360°

All

Google Maps 279 N Main St



Jonesboro, Georgia
Google Street View
Mar 2022 See more dates

Image capture: Mar 2022 © 2023 Google

279 D

Street View & 360°

All



Imagery ©2023 Maxar Technologies, Map data ©2023 20 ft

02/22/2023

To Whom It May Concern:

This letter is to explain the services that will be provided at Bleeding Canvas, LLC. for conditional approval for location listed below:

Bleeding Canvas, LLC

279 North Main Street

Jonesboro GA

Whitney Singleton, Owner

Days of Operation: The establishment will be open from Tuesday through Saturday, with by appointment only hours (see below)

Hours of Operation: this establishment will be by appointment only, with appointment times ending @ 6 pm and as early as 8 am. Meaning that all clients will have to book appointments with us to even be allowed to come into the establishment. This will not be open to the public for walk-in use at this time and do not see this being the case for the foreseeable future. We are set up this way, to ensure quality clients and limit the unnecessary foot traffic of loitering and hanging around without conducting business. This is how we have always set up the business and find it very successful. We do have special promotions on certain days that will be open to the public but those are usually done with promotional advertising, and usually 3 times a year.

Number of employees: When we open, we will open with 2 certified artists, 1 receptionist. Not to include the business owner.

Expected Clients: Each artist have been carefully selected that have a following clientele and have clients that will be able to see 3-4 clients a day per artist, which essentially is 6-8 clients a day with both, which estimates roughly 40 clients a week depending on scheduling and time it takes to do each tattoo.

We will be occupying all space of this establishment to ensure that safe environments for each artist as well as each client. We want to adhere to the sanitation and health regulations needed to keep everyone safe.

Please let me know if there is anything else you need to know at this time and I look forward to a business working relationship in our future.

Thank you,

Whitney Singleton

Owner- 678-857-4422

Attachment: Letter of Explanation (3329 : 279 North Main Street Tattoo Studio)



CITY OF JONESBORO

PUBLIC NOTICE

An application has been filed for a

CONDITIONAL USE

at this location

279 NORTH MAIN STREET

A PUBLIC HEARING on this application will be
held on MARCH 13 DATE 20 23, at 6 p.m.

1859 CITY CENTER WAY

Any questions, call City Hall at 770-478-3800

Date of Posting - FEBRUARY 22 20 23

ATTENTION

DO NOT REMOVE UNTIL ABOVE MEETING DATE
Anyone caught defacing or removing this sign shall be guilty of a misdemeanor

Legal Notice

Public Hearing will be held by the Mayor Pro Tem and Council of the City of Jonesboro at 6:00 P.M. on March 13, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Conditional Use Permit application for a tattoo studio by Charlotte M. Noon, property owner, and Whitney Singleton, applicant, for property at 279 North Main Street (Parcel No. 13209C C002), Suite D, Jonesboro, Georgia 30236. Mayor Pro Tem and Council will first discuss this item during their Work Session at 6:00 P.M. on March 6, 2023, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA.

David Allen
Community Development Director

Publish 2/22/23



MEMORANDUM

To: Whitney Hubbell Singleton
109 Crofts Corner
Peachtree City, Ga. 30269

From: David D. Allen
City of Jonesboro
1859 City Center Way
Jonesboro, GA 30236

Date: February 21, 2023

Re: Notification of Request for Conditional Use – Tattoo Studio, 279 North Main Street; Tax Map Parcel No. 13209C C002

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:

- Tattoo Studio

A Public Hearing has been scheduled for Monday, March 13, 2023 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The meeting will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. A Work Session for this item will be held on Monday, March 6, 2023 at 6:00 p.m., also in the court chambers of the Jonesboro City Center. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

David D. Allen
Community Development Director / Zoning Administrator

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # - 6	5.6
		COUNCIL MEETING DATE April 3, 2023	
Requesting Agency (Initiator) Police		Sponsor(s)	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Discussion regarding the surplus of one of our body armor vests in possession by the Jonesboro Police Department.			
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Declare Item as Surplus			
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i>			
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> The Jonesboro Police Department seeks the Council's approval to declare a bullet proof vest owned by our organization as surplus and seeks authorization to sell it. The body armor has been in our possession since October 2021 and was purchased for a specific employee. Body armor is a type of protective clothing that is designed to absorb or deflect bullets and other projectiles. It is purchased for individuals, typically law enforcement officers that need protection from potential threats. When it comes to purchasing body armor, custom fit is essential. The reason is that body armor is designed to fit snugly against the body, ensuring maximum coverage and protection. A custom fit ensures that the armor fits the individual wearer perfectly, preventing any gaps or spaces where projectiles could enter. This ensures that the individual is adequately protected and can perform their duties or activities without the worry of inadequate protection. The body armor in question was purchased for Investigator Daryl Cameron. He resigned from employment with our agency on March 31, 2023, and is going to work as a police officer in Homerville Georgia to be closer to his family. I was contacted by Chief James Herndon who asked if they could purchase the body armor so that Officer Cameron could go directly to work once on boarded.			
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> The body armor issued to Officer Cameron is a Survival Armor, model TC-RAID-MO-BLACK body armor vest with serial number 2109287985 that was manufactured September 2021. The life of the body armor is typically 5 years and expected to expire September 2026. The pro-rated value of the body armor is \$525.00. The City of Homerville will purchase the vest and send to the City of Jonesboro a check in the amount of \$525.00 that would be received as miscellaneous revenue to account 100-0000-38-9000.			
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			

•

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Ricky L. Clark, City Manager	Date April, 3, 2023	
Signature	City Clerk's Office	

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

Approval



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.7

- 7

COUNCIL MEETING DATE

April 3, 2023

Requesting Agency (Initiator)

Police

Sponsor(s)

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

Discussion regarding a Municipal Lease agreement by and between the City of Jonesboro and Motorola for the purpose of acquiring 40 portable police radios.

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

Approval of the Lease Agreement

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 approval of the Municipal Lease Agreement with Motorola Solutions for 40 APX 6000 Series Portable Radios. As you may be aware, our organization has been facing challenges with our current communication systems, and we believe that these radios will greatly improve our ability to communicate effectively, efficiently and safely. The radios are essential for our daily operations and will enable us to enhance communication among our staff and other local law enforcement agencies, leading to increased productivity.

The proposed lease agreement has been carefully reviewed by our legal team and is in compliance with all relevant regulations and policies.

Fiscal Impact

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

The cost of the lease agreement is within our FY'23 budget for this fiscal year. 100-3200-58-2200 has been identified as the funding source and we believe that the benefits of this investment will outweigh the costs in terms of improved communication and productivity. The total cost of the lease is \$217,711.40 which would be paid over a period of 7 years at \$37,856.98 annually. The first payment being required one year from the date of execution of the agreement. We are confident that this lease agreement represents a sound business decision for our organization as our current equipment's useful life has been exceeded.

We appreciate your consideration of this request and look forward to your approval of the lease agreement.

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

- Motorola Municipal Lease Agreement 2023

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 3, 2023

Signature

City Clerk's Office

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

Approval



3/22/23

City of Jonesboro
1859 City center Way
Jonesboro GA 30236

RE: Municipal Lease # 25377

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25377 are valid for contracts that are executed and returned to Motorola on or before April 21, 2023. After 4/21/23, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Samuel Gainer 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 201-605-7206

Thank You,

Samuel Gainer
MOTOROLA SOLUTIONS CREDIT COMPANY LLC

Attachment: Motorola Municipal Lease Agreement 2023 (3347 : Motorola Municipal Lease Agreement)

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address City of Jonesboro
1859 City Center Way, Jonesboro Ga 30236
 E-mail Address: thenderson@jonesboroga.com
 Attention: Chief Tommy L Henderson III
 Phone: 770-478-7407
2. Lessee County Location: Clayton
3. Federal Tax I.D. Number 58-6000600
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: Police – Portable Radios

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address Finance
1859 City Center Way
Jonesboro Georgia 30236
 Phone: 770-478-7407
 Fax: _____
7. Payment remit to address: **Motorola Solutions, Inc.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you.

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25377

LESSEE:

City of Jonesboro
1859 City Center Way
Jonesboro, GA 30236

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. The Initial Term of this Lease begins as of the Commencement Date identified by Lessor in the Schedule A attached hereto, relating to such Lease, in accordance with applicable provisions of Georgia law, the Initial Term expires absolutely and without further obligation on the part of Lessee at midnight on the last day of the calendar year in which this Lease was executed, subject to Lessee's option to extend the term of this Lease for up to the number of consecutive one-year renewal terms (each of such terms, a "Renewal Term," and collectively, "Renewal Terms") to pay the Lease Payments due hereunder. Each Renewal Term under this Lease shall also terminate absolutely and without further obligation on the part of Lessee at midnight on the last day of each succeeding calendar year that is a Renewal Term, unless this Lease has been renewed as set forth herein. Lessee's annual option to extend the term of this Lease shall be exercised by the adoption by the governing body of Lessee of a final budget in accordance with applicable law which appropriately specifically with respect to this Lease, moneys sufficient (after taking into account any moneys legally available for such purpose) to pay the Lease Payments and all additional amounts for which Lessee is or may become responsible under this Lease for the next succeeding Renewal Term as provided herein. The adoption of such final budget, after the holding of a public hearing, if necessary, and compliance with the procedures required by applicable law, shall extend the term of this Lease with respect to which such action is taken for the succeeding Renewal Term without any further action required by any officers or officials of Lessee. Within ten (10) days after the adoption of such final budget, Lessee shall deliver written notice to Lessor stating that Lessee has extended the term of this Lease. The terms and conditions of any Renewal Term of this Lease shall be the same as the terms and conditions during the Initial Term of this Lease, except that the Lease Payments shall be as provided in Schedule B.

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion thereof, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee currently intends, subject to Section 5, to continue the term of this Lease through the Initial Term and all Renewal Terms and to pay the Lease Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the Initial Term and all Renewal Terms of this Lease can be obtained. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend this Lease for any Renewal Term is within the discretion of the governing body of the Lessee.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will provide evidence of its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO

ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOSS OF PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event that funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(c) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Initial Term and each Renewal Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. (a) During the term of this Lease, title to the Equipment shall be vested in Lessor, subject to the rights of Lessee under such Lease. Upon the first to occur of (i) the day after the last scheduled Rental Payment under such Lease is paid in full or (ii) the day after the Lessee exercises the prepayment option under the lease and such Lease is paid in full, Lessor shall transfer all of its right, title and interest in and to the Equipment under such Lease to Lessee without representation or warranty (except with respect to Lessor or anyone claiming by, through or under Lessor) "where is, as is" and "with all faults." Lessee, at its expense, will protect and defend Lessor's title to the Equipment identified in each Lease and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

(b) Upon the first to occur of (i) the expiration of the Initial Term or any Renewal Term under such Lease during which an Event of Nonappropriation occurs or (ii) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein, Lessor shall be entitled to repossess the Equipment identified in such Lease and otherwise to exercise its remedies as provided therein.

(c) All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulation relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment.

Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on income measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee, at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Initial Term and each Renewal Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Initial Term and each Renewal Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Initial Term and each Renewal Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code,

and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or b Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. (a) Lessee hereby agrees to complete, execute and deliver to Lessor with respect to this Lease a Certificate of Compliance with Georgia Law (in substantially the form attached hereto).

(b) Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

If Lessee is a county or municipality under the laws of the State of Georgia, (a) the sum of (i) the aggregate principal component of Lease Payments under the Lease plus (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; and (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of the Lessee's voters within the four calendar years immediately preceding the date of execution of the Certificate of Acceptance to which this Certificate is attached; or if Lessee is a county, independent or area school system under the laws of the State of Georgia, (a) the total combined annual payments for Lessee's contracts under Georgia Code §20-2-506 and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution of Georgia

calendar year, excluding guaranteed energy savings contracts, does not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the school system in the most recently completed fiscal year; and (b) the Lease to which this Certificate relates is not being entered into within four calendar years after an election on the proposed issuance of bonded debt for goods, materials, real or personal property, services or supplies which are the same as or substantially similar to the Equipment financed pursuant to such Lease and which proposal was defeated by the Lessee's electors.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of April 2023.

LESSEE:

City of Jonesboro

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Printed Name: _____

Title: Treasurer

Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or

(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Jonesboro, an entity duly organized and existing under the laws of the State of Georgia that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 25377, between City of Jonesboro and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate this ____ day of April, 2023.

By: _____
(Signature of Secretary/Clerk)

Attachment: Motorola Municipal Lease Agreement 2023 (3347 : Motorola Municipal Lease Agreement)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25377 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Jonesboro

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25377
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25377** ("Lease"), between Lessor and City of Jonesboro, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

INITIAL TERM: 84 MONTHS

COMMENCEMENT DATE: MAY 1, 2023

First Payment Due Date: May1, 2024

7 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Attachment: Motorola Municipal Lease Agreement 2023 (3347 : Motorola Municipal Lease Agreement)

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25377** to that Equipment Lease Purchase Agreement number **25377** will be maintained by the City of Jonesboro as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

GAMSG - Genesis Asset Management Strategies

Name of insurance provider

144 Bellamy Place

Address of insurance provider

Stockbridge, Georgia 30281

City, State and Zip Code

478-283-4636

Phone number of local insurance provider

dduhart@gamsg.biz

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25377**, City of Jonesboro, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Property Damage	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Public Liability	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25377 to that Equipment Lease Purchase Agreement number 25377. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25377 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

Police field communications, dispatch and other public safety needs.

2. Why is the equipment essential to the operation of City of Jonesboro?

It is the primary source of communication to provide law enforcement / public safety service to the citizens and stake holders.

3. Does the equipment replace existing equipment?

Yes

If so, why is the replacement being made?

Our current equipment has reached the end of its service-life (Approximately 10 years old)

4. Is there a specific cost justification for the new equipment?

Yes

If yes, please attach outline of justification.

See Attached

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Budgeted- included in the FY2023 Police Operations Budget



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item #
OLD BUSINESS – 9

COUNCIL MEETING DATE
December 12, 2022

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Council to consider the adoption of the Fiscal Year 2023 City of Jonesboro Budget.

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

Presentation

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

Yes Innovative Leadership

Summary & Background

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

Honorable Mayor and Members of the City Council
City of Jonesboro, Georgia

I herewith transmit our Fiscal year 2023 (FY' 23) Proposed Budget for the City of Jonesboro. After communication with our Mayor Pro Tem, City Council Members relative to budget priorities and individual meetings with Department Heads..... This being the seventh budget that I am presenting to City Council, and like the previous six, it is balanced and responsible. This budget makes substantial new investments in infrastructure repairs, public safety, replacement of aging equipment and vehicles and provides for a new department, the City Center.

Looking back, the FY 21 Budget was marked by sacrifice and hard budget decisions to help our community through the emergency and to preserve the future of our City. The FY' 22 Budget reflected our transition from crisis to recovery. The FY' 23 budget strengthens our recovery from the largest public health crisis of our lifetime. As we continue this recovery, we are taking important steps to address pandemics and strengthening our public health response to keep our community safe – this includes continued investments from the Recovery Act and initiatives focused on pandemic response and preparedness as well as economic recovery. The three budgets individually and collectively tell the story of how our local city governments play a critical role in the health, wellbeing, and vitality of communities and the individuals who call them home.

Cities are on the frontline of responses for any crisis and play a key role in implementing nationwide measures. However, they also serve a paramount future-facing role as laboratories for bottom-up solutions and innovative strategies. Cities serve as the birthplace for innovation at all times, not just in crisis. They are the scale of governance best suited for transformative adaptation, flexibility, and capability. This has been the story of our City during the pandemic and continues to be as we transform our business operations to become the government and community partner our stakeholders need to thrive.

While the FY' 23 Budget reflects the optimism of investments both present and future, the reality is that we are still building back. Our City revenues are strong, but we must remember that it is because of our conservative approach, and great leadership over the years, that we were able to make it through the

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky L. Clark, City Manager	Date December, 12, 2022	12/05/22 City Council	OLD BUSINESS
		12/12/22 City Council	APPROVED
Signature	City Clerk's Office		

pandemic with no personnel cuts and no interruptions in service.

As outlined within the FY' 23 Budget, we have placed a strong focus on retention and hiring of the best workforce possible, to include lowering our vesting period from ten years to seven years.

We are thankful to our Mayor and Council for your work throughout the year, and the thoughtful engagement on new ideas and service to our citizens, businesses and visitors. We wholeheartedly believe that this proposal reflects our shared values for Jonesboro in the next fiscal year.

As your City Manager, I am proud to once again present a fiscal plan to sustain and advance a healthy and forward-looking city government. By investing in the core resources of staff, infrastructure, and systems, the FY 2022–23 Preliminary Budget strategically invests our one-time funding sources to balance our budget and invest in areas that will benefit our residents and stakeholders. I am honored to serve alongside the dedicated and talented City team and I am excited to see all that our community will achieve in the coming year as we build back better for future generations to come.

I am presenting you with a balanced \$7,987,349 General Fund budget that achieves the following:

- Millage Rate of 8.5%
- No employee cuts
- 2% Across the Board Increase for Employees
- Allows for technology enhancements across the organization
- No cuts in travel/training
- Additional Department created to track City Center Expenditures & Revenues
- Funding for Tuition Reimbursement Program
- Police Equipment Enhancements to include (radios, tasers & lidars)
- Four (4) new Tahoe's for Police Department
- Debt Service for ongoing Capital Improvement Projects (Broad Street, City Center & Lee Street)
- Creation of a new Part-Time Position for Municipal Court
- Creation of an Assistant Public Works Director and an additional General Laborer II position.
- Change in retirement vesting from 10 years to 7 years

The proposed spending plan maintains existing services, provides long term funding for future projects, and advances the City's strategic direction in public safety and education, at a property tax rate below revenue neutral. Efficient management across the organization, coupled with a focus on strategic goals has enabled your Executive Team to bring this proposed budget to the City Council for its consideration.

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.)

- for agenda december 5 2022

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

Approval

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25377

Lease Schedule A No. : 25377

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25377. See Schedule A for a detailed Equipment List.

LESSEE: City of Jonesboro

By: _____

Date: _____

Attachment: Motorola Municipal Lease Agreement 2023 (3347 : Motorola Municipal Lease Agreement)

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25377) held (Insert Date) the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Jonesboro (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Board of the Lessee evidence the adoption by the Governing Body of this Resolution.

City of Jonesboro

Compound Period: Annual

Nominal Annual Rate: 5.170%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	5/1/2023	217,711.40	1		
2	Payment	5/1/2024	37,856.98	7	Annual	4/1/2030

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	5/1/2023				\$217,711.40
1	5/1/2024	\$37,856.98	\$11,255.68	\$26,601.30	\$191,110.10
2	5/1/2025	\$37,856.98	\$9,880.39	\$27,976.59	\$163,133.51
3	5/1/2026	\$37,856.98	\$8,434.00	\$29,422.98	\$133,710.53
4	5/1/2027	\$37,856.98	\$6,912.83	\$30,944.15	\$102,766.38
5	5/1/2028	\$37,856.98	\$5,313.02	\$32,543.96	\$70,222.42
6	5/1/2029	\$37,856.98	\$3,630.50	\$34,226.48	\$35,995.94
7	5/1/2030	\$37,856.98	\$1,861.04	\$35,995.94	0.00
Grand Totals		\$264,998.86	\$47,287.46	\$217,711.40	

INITIAL INSURANCE REQUIREMENT: \$217,711.40

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ►	
1 Issuer's name City of Jonesboro		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 1859 City Center Way	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Jonesboro GA 30236		7 Date of issue 05/01/2023	
8 Name of issue Equipment Lease-Purchase Agreement 25377		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	217,711.40
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a		► ☐	
b If bonds are BANs, check only box 19b		► ☐	
20 If bonds are in the form of a lease or installment sale, check box		►X ☒	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/30	217,711.40	217,711.40	7 years	5.17 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	217,711.40
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	217,711.40

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Attachment: Motorola Municipal Lease Agreement 2023 (3347 : Motorola Municipal Lease Agreement)

Form 8038-G (Rev. 9-2018)

Part VI Miscellaneous

- | | |
|-----|--|
| 35 | |
| 36a | |
| 37 | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check ☐ box ▶ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐ ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐ ▶
- 41a** If the issuer has identified a hedge, check ☐ here ▶ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐ ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐ ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐ ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check ☐ here ▶ and enter the amount of reimbursement. ▶
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent

Signature of Authorized Representative

Date

Title

Paid Preparer Signature

Attachment: Motorola Municipal Lease Agreement 2023 (3347 : Motorola Municipal Lease Agreement)



QUOTE-1845780

Billing Address:

JONESBORO, CITY OF
124 N AVE
JONESBORO GA, 30236

Quote Date: 2023/01/04
Expiration Date: 2023/03/15
Contract Name: NASPO #06913

Quote Created By:

Livinia Miller
liviniamiller@motorolasolutions.

Customer: JONESBORO,
CITY OF

Currency:
USD

Terms and Conditions:
none

Georgia State Contract

Line #	Item Number	Description	QTY	Unit List Price	Ext. List Price	Disc %	Unit Sale Price	Ext. Sale Price
	APX™ 6000 Series							
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE.	40	\$3,595.00	\$143,800.00	27%	\$2,624.35	\$104,974.00
1a	G996AU	ADD: PROGRAMMING OVER P25 (OTAP).	40	\$110.00	\$4,400.00	27%	\$80.30	\$3,212.00
1b	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION.	40	\$28.00	\$1,120.00	27%	\$20.44	\$817.60
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING.	40	\$330.00	\$13,200.00	27%	\$240.90	\$9,636.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	40	\$184.00	\$7,360.00	0%	\$184.00	\$7,360.00
1e	QA00580AC	ADD: TDMA OPERATION.	40	\$495.00	\$19,800.00	27%	\$361.35	\$14,454.00
1f	QA09001AB	ADD: WIFI CAPABILITY.	40	\$330.00	\$13,200.00	27%	\$240.90	\$9,636.00
1g	H38BT	ADD: SMARTZONE OPERATION.	40	\$1,320.00	\$52,800.00	27%	\$963.60	\$38,544.00
1h	QA07682AA	ADD: SMARTCONNECT.	40	\$0.00	\$0.00	0%	\$0.00	\$0.00

1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION.	40	\$567.00	\$22,680.00	27%	\$413.91	\$16,556.40
1j	Q629AK	ENH: AES ENCRYPTION AND ADP.	40	\$523.00	\$20,920.00	27%	\$381.79	\$15,271.60
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T.	40	\$168.63	\$6,745.20	27%	\$123.10	\$4,924.00
	Standalone Items		40					
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG.	40	\$169.56	\$6,782.40	27%	\$123.78	\$4,951.20
		IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MMI						
4	NMN6274B	THRD JACK.	40	\$397.98	\$15,919.20	27%	\$290.53	\$11,621.20
5		Programming	40	\$92.86	\$3,714.40		\$92.86	\$3,714.40

Please note expiration deadline for Trade-in and Purchase Date

Net Total \$245,672.40

Trade-

In(3/15/23) -\$16,000.00

Purchased

by:3/15/23 ~~-\$11,961.00~~

Grand Total \$217,711.40

**CITY OF JONESBORO, GEORGIA COUNCIL****Agenda Item Summary****Agenda Item #****5.8****- 8****COUNCIL MEETING DATE**

April 3, 2023

Requesting Agency (Initiator)

Office of the City Manager

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

Discussion regarding Georgia Cities Week, April 22-29, 2023, and encouraging all residents to support the celebration and corresponding activities.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)***Is this Item Goal Related?** *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes

Recreation, Entertainment and Leisure Opportunities

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

Each year, the Georgia Municipal Association (GMA) sponsors Georgia Cities Week from April 23 - 29, 2023 to showcase and celebrate cities and the many services they provide. Cities provide an elevated level of service than most governments, are generally rated higher by the public than any other level of government. Yet, many residents are unaware of how city services impact their lives. Through Georgia Cities Week, GMA and related organizations hope to heighten the public's awareness of the city government's role in enhancing the quality of life in communities. GMA's Georgia Cities Week is part of an ongoing effort to raise public awareness about the services that cities perform and to educate the public on how city government works. Cities are encouraged to involve their local schools, businesses, legislators, Chambers of Commerce, media, and civic clubs in planning Georgia Cities Week activities.

The event chair for this year is our new Main Street Director, Andrew Simpson. Thus far, the following events have been planned:

- April 22nd – Spring Sprint Event held in conjunction with the Rotary Club
- April 23rd – World Book Day. All will be encouraged to assist us in filling our various little free libraries around the City.
- April 24th – Jonesboro Business Breakfast with our business owners.
- April 25th – We will promote various businesses on our Facebook throughout the day.
- April 26th – Open House at the Jonesboro City Center.
- April 27th – We will promote the various non-profit organizations in the city.
- April 28th – Jonesboro Community Market at Lee Street Park.
- April 29th – Annual Community Cleanup day.

Fiscal Impact*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)***FOLLOW-UP APPROVAL ACTION (City Clerk)****Typed Name and Title**

Ricky L. Clark, City Manager

Date

April, 3, 2023

Signature**City Clerk's Office**

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

- RES 2023-004 - Georgia Cities Week
- 2023 GA Cities Week - FINAL

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

Approval

**STATE OF GEORGIA
CITY OF JONESBORO**

RESOLUTION NO. 2023-004

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, GEORGIA
RECOGNIZING GEORGIA CITIES WEEK, APRIL 23-29, 2023, AND ENCOURAGING
RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most
direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent
upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass
along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role
played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the
citizens of Georgia that they can shape and influence this branch of government which is closest
to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined
together to teach students and other citizens about municipal government through a variety of
different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the
citizens of Georgia that they can shape and influence government through their civic
involvement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JONESBORO, GEORGIA THAT APRIL 23-29,2023 IS DECLARED AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF JONESBORO ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

SO RESOLVED this _____ day of _____, 2023.

CITY OF JONESBORO, GEORGIA

Donya L. Sartor, Mayor

ATTEST:

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

APPROVED AS TO FORM:

City Attorney



IT'S TIME TO "LIGHT THE WAY"

Georgia Cities Week 2023

APRIL **22** **SPRING SPRINT**
8:00 A.M. | DOWNTOWN JONESBORO

APRIL **23** **WORLD BOOK DAY**
LITTLE FREE LIBRARY FILL UP

APRIL **24** **JONESBORO BUSINESS BREAKFAST**
9:00 A.M. | CITY CENTER

APRIL **25** **PROMOTING CITY BUSINESSES**
FACEBOOK LIVE | ALL DAY

APRIL **26** **OPEN HOUSE AT CITY CENTER**
5:00 PM - 7:00 PM | CITY CENTER

APRIL **27** **PROMOTING NON -PROFITS**
FACEBOOK LIVE | ALL DAY

APRIL **28** **JONESBORO COMMUNITY MARKET**
LEE STREET PARK | 4:00 P.M. - 8:00 P.M.

APRIL **29** **ANNUAL COMMUNITY CLEAN-UP**
JW ARNOLD PARK | 10:00 A.M.



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

5.9

- 9

COUNCIL MEETING DATE

April 3, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

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

Discussion regarding a Parking Lot Agreement by and between the City of Jonesboro and AT&T for 25 parking spaces located at 130, 134 and 138 West Mill Street between the hours of 7:00 a.m. and 7:00 p.m. Monday – Friday.

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

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

Yes

Community Planning, Neighborhood and Business Revitalization

Summary & Background

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

For several years, the City of Jonesboro has leased parking spaces located at 130, 134 & 138 West mill Street to employees of AT&T. Prior to Covid, the number of parking spaces, leased, decreased. The new agreement specifies an exclusive license to use 25 parking spaces at the amount of \$30.00 per space. These parking spaces will be in use from 7:00 a.m. until 7:00 p.m., Monday through Saturday.

Terms:

- a) Licensee shall not place or construct upon, over or under the Licensed Spaces any installation or structure of any kind or character, except as are specifically authorized herein or in writing by the Licensor.
- b) Licensee shall maintain those portions of the Licensed Spaces in the condition as of the date of this Agreement, usual wear and tear and damages beyond the Licensee's control excepted. Licensee shall have no responsibility to undertake repairs associated with the Licensed Spaces.
- c) Licensee agrees that those portions of the Licensed Spaces licensed hereunder shall not be used for any illegal or immoral purpose.
- d) Licensee agrees to keep those portions of the Licensed Spaces licensed hereunder in a clean and tidy state.
- e) Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Licensed Spaces. In the event that such substances are inadvertently drained or spilled upon the Licensed Spaces, the Licensee agrees to be responsible for all costs attributable to or arising from the removal and clean up of said substances, to the satisfaction of Licensor, from the Licensed Spaces. Notwithstanding the foregoing, Licensor represents to the best of its knowledge that there are no hazardous materials in, on or under the Licensed Spaces and related real property and Licensor assumes responsibility for all costs associated with the removal of any hazardous materials present on, at or under the Licensed Spaces and/or the related real property or associated with any claims relating to hazardous materials, past, present or future, and to, the extent permitted by law, Licensor shall provide Licensee with an indemnification with respect to said hazardous materials, other than claims resulting from the negligence or misconduct of Licensee.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

April, 3, 2023

Signature

City Clerk's Office

Following the initial term, this Agreement may be renewed under the same terms and conditions for up to seven (5) consecutive one-year renewal terms, with each renewal term commencing on the first calendar day which follows the termination of the preceding initial term or renewal term ("Renewal Date") unless (i) Licensee gives notice of cancellation to Licensor at least sixty (60) days prior to such Renewal Date, or (ii) Licensor gives notice of cancellation to the Licensee at least sixty (60) days prior to such Renewal Date. The initial term and any renewal terms are referred to herein as the "Term."

The term of the above referenced agreement expires on March 8, 2023. Pursuant to the terms of Section 5 of the Agreement, Licensee was granted the option (the "Extension Options") to extend the term of the Lease for an additional seven (7) consecutive one year terms. Licensee hereby exercises the first (1st) of the seven (7) Extension Options to renew the term of the Agreement for a period of one (1) year, commencing **July 1, 2023** and expiring **June 30, 2024** (the "First Renewal Term").

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.)

- AT&T Parking License Agreement

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

Approval



James Chip Wood
Portfolio Management & Transaction
AT&T Global Real Estate
1025 Lenox Park Blvd NE
7th Floor
Atlanta, GA 30319

March 13, 2023

Mr. Ricky L. Clark Jr.
City Manager
City of Jonesboro, Georgia
124 North Ave
Jonesboro GA 30236

RE: Parking License Agreement dated May 9th, 2022 (the "Agreement") between the City of Jonesboro, Georgia ("Licensor") and BellSouth Telecommunications, LLC ("Licensee") relating to premises located at 130, 134 and 138 West Mill Street, Jonesboro Georgia, 30326

Dear Mr. Clark,

The term of the above referenced **Agreement** expires on May 8th 2023. Pursuant to the terms of Section 5 of the Agreement, Licensee was granted the option (the "Extension Options") to extend the term of the Lease for an additional seven (7) consecutive one year terms. Licensee hereby exercises the first (1st) of the seven (7) Extension Options to renew the term of the Agreement for a period of one (1) year, commencing **July 1, 2023** and expiring **June 30, 2024** (the "First Renewal Term"). Per the terms of Section 2 of the Agreement, the license fee during the First Renewal Term shall be the amount of **THIRTY (\$30.00) DOLLARS, per parking space**, which is currently twenty-five (25) spaces, payable monthly.

While your written acknowledgment is not required nor is it necessary for the effectiveness of the renewal, this letter is sent to so that you may acknowledge its contents. We request that you sign and date one original in the spaces provided below, and then return it. If we can provide any further information, please contact me at chip.wood@att.com or call 770.337.2253

Sincerely,

James Chip Wood

James Chip Wood
Portfolio Management & Transaction
AT&T Global Real Estate

By: _____
CITY OF JONESBORO, GA

_____ Date

Telephone # _____