

**CITY OF JONESBORO  
REGULAR MEETING  
170 SOUTH MAIN STREET  
April 11, 2016 – 6:00 PM**

**MINUTES**

The City of Jonesboro Mayor & Council held their Regular Meeting on Monday, April 11, 2016. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

**I. CALL TO ORDER**

**II. ROLL CALL**

Attendee Name	Title	Status	Arrived
Joy B. Day	Mayor	Present	
Wallace Norrington	Councilmember	Absent	
Jack Bruce	Councilmember	Present	
Pat Sebo	Councilmember	Present	
Billy Powell	Councilmember	Present	
Larry Boak	Councilmember	Present	
Ed Wise	Councilmember	Present	
Ricky Clark	Clerk	Present	
Franklin Allen	Chief of Police	Present	
Joe Nettleton	Director of Public Works	Present	

**III. EXECUTIVE SESSION**

Mayor Day requests an executive session to discuss personnel related matters.

1. Motion to enter into Executive Session to discuss personnel related matters at 6:01 p.m.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Wise, Councilmember
<b>SECONDER:</b>	Billy Powell, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

2. Motion to adjourn Executive Session and reconvene Regular Meeting.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Pat Sebo, Councilmember
<b>SECONDER:</b>	Billy Powell, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

3. Motion to appoint Ricky L. Clark, Jr. as the City of Jonesboro City Administrator.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Wise, Councilmember
<b>SECONDER:</b>	Billy Powell, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

**IV. INVOCATION**

Led by Councilwoman Pat Sebo

**V. PLEDGE OF ALLEGIANCE**

**VI. PRESENTATIONS**

- A. Proclamation recognizing the Jonesboro High School Mock Trial Team.

Members of the Jonesboro Mock Trial Team were present to receive a Proclamation on their behalf.

- B. Recognition of Officer John Upole for obtaining a grant from the Governor's Office of Highway Safety.

At this time, Chief Allen presented Officer Upole with an award commending him for applying and receiving a \$10,000 grant from the Governor's Office of Highway Safety. Chief Allen advised that this grant would assist the Department in the purchase of various equipment needs.

**VII. PUBLIC HEARING**

- A. Public Hearing regarding zoning appeal as filed by Ed Hayes of Derksen Portable Buildings, for business to be located at 8859 Tara Boulevard.

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

- B. Public Hearing regarding Application #16ALC-001 requesting for consumption on premises of beer and wine for the "Jamrock Jerk Center, South" restaurant located at 265 Jonesboro Road by Demar Bromfield.

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

- C. Public Hearing regarding Conditional Use Permit No. 16CU-002 at 120 N. McDonough Street as requested by Phyllis Strickland to allow on premise tutoring services.

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

- D. Public Hearing regarding Conditional Use Permit No. 16CU-003 at 196 Jonesboro Road as requested by Homer Berry to allow for a Used Car Dealership.

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

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

None Present to Speak

**IX. CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS**

- A. March 14, 2016 Regular Meeting; March 14, 2016 Executive Session; April 4, 2016 Work Session; April 4, 2016; Executive Session.
- B. Motion to approve the minutes of the March 14, 2016 Regular Meeting.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Pat Sebo, Councilmember
<b>SECONDER:</b>	Ed Wise, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

C. Motion to approve the minutes of the March 14, 2016 Executive Session.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Billy Powell, Councilmember
<b>SECONDER:</b>	Pat Sebo, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

D. Motion to approve the minutes of the April 4, 2016 Work Session.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Wise, Councilmember
<b>SECONDER:</b>	Billy Powell, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

E. Motion to approve the minutes of the April 4, 2016 Executive Session.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Pat Sebo, Councilmember
<b>SECONDER:</b>	Billy Powell, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

## **X. APPROVAL OF CONSENT AGENDA**

A. Motion to approve Consent Agenda as presented

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Pat Sebo, Councilmember
<b>SECONDER:</b>	Billy Powell, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

## **XI. CONSENT AGENDA (ITEMS A-K)**

- A. Council to consider request of Historical Jonesboro to have permission to use the city cemetery for a revival of "Tombstone Tales" in September.
- B. Council to consider the use of Lee Street Park by Chairman Jeff Turner for the annual CASA 5k Fitness Run/Walk on Saturday, August 27, 2016.
- C. Council to consider Application #16ALC-001 requesting for consumption on premises of beer and wine for the "Jamrock Jerk Center, South" restaurant located at 265 Jonesboro Road by Demar Bromfield.
- D. Council to consider Conditional Use Permit No. 16CU-002 at 120 N. McDonough Street as requested by Phyllis Strickland to allow on premise tutoring services.

- E. Council to consider Conditional Use Permit No. 16CU-003 at 196 Jonesboro Road as requested by Homer Berry to allow for a Used Car Dealership.
- F. Council to consider approval to make South Main Street at College Street, Northbound, no right turn on red.
- G. Council to consider Ordinance #2016-006 amending the Code of Ordinances, City of Jonesboro, Georgia by inserting new subsections (4), (5), and (6) to Section 58-42, Definitions, of Article II of Chapter 58, Parades, Special Events, Etc., amendment to Chapter 58 – Parades, Special Events to add Section 58-59 – Alcohol Sub Permit.
- H. Council to consider entering into an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) supplement grant study for the approve Jonesboro LCI area; and to consider accepting the \$80,000 LCI grant and approving a \$20,000 local funding match from the FY' 16 Budget; and to consider authoring the Mayor to execute all necessary contract documents for this project.
- I. Council to consider renewal of Property, Casualty & Loss insurance with OneBeacon, effective April 12, 2016.
- J. Council to consider the City of Jonesboro Beautification Plan 2015-2020.
- K. Council to consider Lee Street Park Bench Donation Program.

## **XII. OLD BUSINESS (ITEM A)**

- A. Council to consider zoning appeal as filed by Ed Hayes of Derksen Portable Buildings, for business to be located at 8859 Tara Boulevard.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Pat Sebo, Councilmember
<b>SECONDER:</b>	Ed Wise, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

Conditions as approved:

Applicant must adhere to site plan standards for the Tara Boulevard Overlay District.

Applicant must adhere to Architectural Design Standards for the façade as indicated in the Tara Boulevard Overlay District. *Building materials.* Buildings materials for all exterior wall facades shall be constructed of brick, stone or equivalent product.

Applicant shall submit site plans, indicative of all aspects of improvements to be reviewed/approved by Building Official.

Applicant shall adhere to color palette as provided for the Tara Boulevard Overlay District. *Color.* All materials shall be earth-tone in color and must be reviewed by City Staff prior to any work being started.

## **XIII. NEW BUSINESS (NONE)**

## **XIV. REPORT/ANNOUNCEMENT FROM MAYOR/CITY CLERK**

Grand Opening of Lee Street Park will be held on Saturday, April 23, 2016 beginning at 6:00 p.m.

The Covered Dish Supper will be held on Thursday, beginning at 6:00 p.m. at the Firehouse Museum.



The Jonesboro Police Department will host a "Citizens Firearm Safety Class" on Thursday, April 21, 2016 at the Firehouse Museum. Class will begin at 6:00 p.m.

**XV. REPORT OF COUNCILMEMBERS**

Councilmember Larry Boak - None  
Councilmember Jack Bruce - None  
Councilmember Billy Powell - None  
Mayor Pro Tem Ed Wise - None  
Councilmember Pat Sebo - None

**XVI. OTHER BUSINESS**

**XVII. ADJOURNMENT**

A. Motion to adjourn.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Billy Powell, Councilmember
<b>SECONDER:</b>	Pat Sebo, Councilmember
<b>AYES:</b>	Day, Bruce, Sebo, Powell, Boak, Wise

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JOY B. DAY – MAYOR

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RICKY L. CLARK, JR. – CITY CLERK



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

**Agenda Item #**

**6.A**

**PRESENTATIONS – A**

**COUNCIL MEETING DATE**

April 11, 2016

**Requesting Agency (Initiator)**

Office of the City Clerk

**Sponsor(s)**

Mayor Day, Councilmember Sebo

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

Proclamation recognizing the Jonesboro High School Mock Trial Team.

**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)*

No

**Summary & Background**

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

The Jonesboro Mock Trial team has been the most successful team in the 28 year history of the Georgia High School Mock Trial program. The team has won eight state championships, 1988, 2002, 2003, 2006, 2007, 2008, 2014 and 2016. Jonesboro is one of only three teams to have won two National High School Mock Trial Championships (2007 and 2008).

The team is currently on a 15 year streak of qualifying for the state mock trial finals, winning seven times, finishing second three times, making it to the final four three other times, and finishing fifth twice.

Beginning in 2012, the team has accepted invitations to the Empire Mock Trail Championships, which is a 40-team international competition that began in New York City. In four Empire competitions, the team has compiled a record of 14-2-1, twice finishing in the top five in New York. The team also won the inaugural Empire Atlanta competition in September, 2015, finishing on top of 28 teams from 12 states plus South Korea.

The team is coached by teachers Anna and Andrew Cox, as well as Chief State Court Judge John Carbo, Solicitor General Tash Mosley, Executive Assistant District Attorney Katie Powers, and Assistant District Attorney Deah Warren.

Members will compete next in the National High School Mock Trial Championship on May 12 to 14 at the Ada County Courthouse in Boise, Idaho.

**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.)*

- Proclamation 2016-01 -Jonesboro Mock Trial Team

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

**Approval**

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

**Typed Name and Title**  
Ricky Clark, City Clerk

**Date**  
April, 11, 2016

**04/11/16 City Council**

**Signature**

**City Clerk's Office**

# Proclamation

**Whereas,** The Jonesboro Mock Trial team has been the most successful team in the 28 year history of the Georgia High School Mock Trial program. The team has won eight state championships, 1988, 2002, 2003, 2006, 2007, 2008, 2014 and 2016. Jonesboro is one of only three teams to have won two National High School Mock Trial Championships (2007 and 2008; and,

**Whereas,** The team is currently on a 15 year streak of qualifying for the state mock trial finals, winning seven times, finishing second three times, making it to the final four three other times, and finishing fifth twice; and,

**Whereas,** The Mock Trial participants show tremendous promise and should be praised for their efforts to engage in healthy debate, a skill that is highly sought after in today's challenging world and that is highly desirable when engaging in civic discourse; and,

**Whereas,** The members of the team have developed and refined the mental agility, verbal adroitness, and intellectual acumen under the guidance of their dedicated coaches: Chief State Court Judge John Carbo, Executive Assistant District Attorney Kathryn Powers, Solicitor General Tasha Mosley & teachers Andrew Cox and Anna Cox.

**NOW, THEREFORE,** I, Joy B. Day, Mayor of the City of Jonesboro do hereby recognize and acknowledge the coaches and members of the Jonesboro Cardinals Mock Trial Team and encourage the citizens of Jonesboro to join me in expressing to them our most sincere congratulations for continued success in the future.

**IN WITNESS WHEREOF,** I have hereunto set hand and caused the Seal of the City of Jonesboro, Georgia to be affixed this 12th day of April, 2015.

\_\_\_\_\_  
Joy B. Day, Mayor

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



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

**Agenda Item #**

**6.B**

**PRESENTATIONS – B**

**COUNCIL MEETING DATE**

April 11, 2016

**Requesting Agency (Initiator)**

Police

**Sponsor(s)**

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

Recognition of Officer John Upole for obtaining a grant from the Governor's Office of Highway Safety.

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

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

Yes Innovative Leadership

**Summary & Background**

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

Acting as a liaison between the Jonesboro Police Department and the Governor's Office of Highway Safety (GOHS), Officer John Upole applied for a department grant to improve highway safety and officer response to traffic enforcement. On Tuesday March 22, 2016 the Jonesboro Police Department received notification that they have been awarded a \$10,000.00 grant for highway safety. The grant was awarded based on the application made by Officer Upole and 100% attendance to all (GOHS) meeting by Officer Upole and/or members of the department at the monthly meetings. Also, due to Officer Upole's 100% monthly reporting of the department statistics to GOHS.

**Fiscal Impact**

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

\$10,000 Grant to be used for equipment and training

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

- 2017 Allowable Items for Grant

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

**Approval**

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

**Typed Name and Title**  
Ricky Clark, City Clerk

**Date**  
April, 11, 2016

**04/11/16 City Council**

**Signature**

**City Clerk's Office**

## GOHS Equipment list- Allowable/Non-allowable Item Law Enforcement Grants

Item	Small grant
alco-sensors	yes
ammunition	no
ball caps	no
batons	no
binoculars	no
Blue lights	yes
bulletproof vests	no
cage for patrol car	no
child safety seats	no
citation holders	yes
computer programs (crash reporting, drawing, etc)	yes
computer scanner	yes
computers, laptops	yes
console for patrol car	no
copy paper/toner/ink	yes
criminal and traffic law book	yes
drug ID bible	no
duty gear bags w/logo	no
DVD/ VHS	yes
fingerprint scanners	no
fire extinguishers	no
first aid kits	no
first class air accomodations	no
flashlights	yes
flashlight wands, cones	yes
fuel, oil, tires, brakes	no
gas masks	no
generator	yes
golf cart (s.i.d.n.e., DUI goggles)	no
golf shirts- must contain GOHS logo	no
GPS tracker (pursuit equip)	no
handcuff keys	no
handcuffs	no
in car camera (includes body worn cameras for full time traffic units))	yes
in car radio	no
Intox 9000	yes
jackets	no
K-9, training, equipment, vet bill, etc	no
latex gloves	no
lease/purchase of equipment	yes

led pen lights	yes
license plate readers	no
mace	no
mainframe computers	no
medtox test kits, drug test kits	no
meeting room/meals for network meeting	yes
motor vehicles	no
Notary permit and seal	no
nylon or leather flashlight holders	no
office furniture	no
overtime	no
PAS flashlights	yes
plaques	no
police form holders (not citation holders)	yes
portable radios	yes
power inverters	yes
Projector	yes
push bumpers	no
radar	yes
rain gear, hat protectors	no
rear seat insert for patrol car	no
rescue tools	no
riot helmets	no
seat organizers	no
shotgun, shotgun rack	no
stamps/envelops	no
stop sticks	no
survival spanish training	no
teddy bears	no
telephone service, basic	no
tint meters	yes
traffic cones	yes
traffic gloves	yes
traffic glow sticks (flares)	no
traffic ticket tracking software	yes
traffic vests	yes
Traffic safety related training/conferences	yes
trailer (bat trailer, DUI goggles golf cart, etc)	yes
trunk organizers	yes
t-shirts- must contain GOHS logo	no
uniforms	no
utility key chain	no
vehicle tags	no
weapon mount light	no
window barrier for patrol car	no




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

**Agenda Item #**

**9.A**

**- A**

**COUNCIL MEETING DATE**

April 11, 2016

**Requesting Agency (Initiator)**

Office of the City Clerk

**Sponsor(s)**

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

March 14, 2016 Regular Meeting; March 14, 2016 Executive Session; April 4, 2016 Work Session; April 4, 2016; Executive Session.

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

Pursuant to O.C.G.A. § 50-14-1, Minutes Must be Ratified No Later Than the Next Regularly Scheduled Meeting.

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

No

**Summary & Background**

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

The aforementioned minutes have been prepared by the City Clerk's Office. Once approval is granted, minutes will be placed in final form (Minute Book) and made available to the public (website).

**Fiscal Impact**

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

N/A

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

- 03-14-16 Regular Meeting Minutes
- 04-04-16 Work Session Minutes

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

**Approval**

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

**Typed Name and Title**

Ricky Clark, City Clerk

**Date**

April, 11, 2016

**04/11/16**

**City Council**

**Signature**

**City Clerk's Office**



**CITY OF JONESBORO  
REGULAR MEETING  
170 SOUTH MAIN STREET  
March 14, 2016 - 6:00 P.M.  
MINUTES**

The City of Jonesboro Mayor & Council held their Regular Meeting on Monday, March 14, 2016. The meeting was held at 6:00 p.m. at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

**AGENDA**

- I. **CALL TO ORDER – Mayor Joy Day**
- II. **ROLL CALL – Ricky L. Clark, Jr., City Clerk**

**Council Present:**

Joy B. Day- Mayor  
Ed Wise– Mayor Pro Tem  
Larry Boak, Councilmember  
Jack Bruce, Councilmember  
Pat Sebo, Councilmember  
Billy Powell, Councilmember

**Staff Present:**

Ricky L. Clark, Jr., City Clerk  
Joe Nettleton, Public Works Director

**Absent:**

Wallace Norrington, Councilmember

- III. **INVOCATION – led by Councilwoman Sebo**
- IV. **PLEDGE OF ALLEGIANCE**
- V. **PRESENTATIONS - NONE**
- VI. **PUBLIC HEARING –**

- A. Public Hearing regarding Ordinance #2016-004 in which repeals Chapter 52 (Signs) and enacts Article XVI (Signs) in Chapter 86 (Zoning).

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

- VII. **PUBLIC COMMENT – None Present to Speak**
- VIII. **CONSIDER APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS:** February 8, 2016 Regular Meeting ***Motion to approve made by Councilman Powell, seconded by Councilman Wise. Motion carried unanimously.***; March 7, 2016 Work Session- ***Motion to approve made by Councilwoman Sebo, seconded by Councilman Wise. Motion carried unanimously.*** ; March 7, 2016 Executive Session – ***Motion to approve made by Councilman Wise, seconded by Councilwoman Sebo. Motion carried unanimously.***

***Motion made by Councilman Wise, seconded by Councilman Bruce to remove Item D:*** Council to consider Ordinance #2016-004 in which repeals Chapter 52 (Signs) and enacts Article XVI (Signs) in Chapter 86 (Zoning) ***from the Consent Agenda and add as Item A under Old Business. Motion carried unanimously.***

Historical Note – Item removed as minimal changes were made to the ordinance as presented at the Work Session. (re: see memo 2016-05)

#### **IX. CONSENT AGENDA (Items A-D)**

- A. Council to consider FY'16 Budget Amendment #16-01.
- B. Council to consider Resolution #2016-05 regarding parade fee waivers.
- C. Council to consider Resolution #2016-06 adopting the City of Jonesboro Comprehensive Plan Document.
- ~~D. Council to consider Ordinance #2016-004 in which repeals Chapter 52 (Signs) and enacts Article XVI (Signs) in Chapter 86 (Zoning). (see above reference)~~

#### **X. OLD BUSINESS – (Item A)**

- A. Council to consider Ordinance #2016-004 in which repeals Chapter 52 (Signs) and enacts Article XVI (Signs) in Chapter 86 (Zoning).  
***Motion to approve made by Councilman Powell, seconded by Councilwoman Sebo. Motion carried unanimously by all.***

#### **XI. NEW BUSINESS – (Item A)**

- A. Council to consider awarding RFP# 2016-02 regarding Sound & Lighting Services for the City of Jonesboro to the Show Business.  
***Motion made by Councilwoman Sebo, seconded by Councilman Powell to approve bid as presented by The Show Business, Option B, \$3692 per show, three year contract. Motion carried unanimously.***

#### **XII. REPORT/ANNOUNCEMENT FROM MAYOR / CITY CLERK**

- Covered Dish Supper will be held this Thursday, beginning at 6:00 p.m. at the Firehouse Museum.

#### **XIII. EXECUTIVE SESSION –**

- A. Executive Session for the purpose of discussing pending litigation.  
***Motion made by Councilman Wise, seconded by Councilman Powell to convene Executive Session for the purposing of discussing pending litigation at 6:06 p.m. Motion carried unanimously by all.***  
  
***Motion made by Councilman Wise, seconded by Councilman Bruce to adjourn Executive Session and reconvene Regular Meeting. Motion carried unanimously by all.***

*Motion made by Councilman Bruce, seconded by Councilman Wise to accept settlement offer as presented by Railroad Outdoor, LLC. Motion carried unanimously by all.*

**XIV. ADJOURNMENT**

*Motion made by Councilman Wise, seconded by Councilman Bruce to adjourn at 6:20 p.m. Motion carried unanimously by all.*

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**JOY B. DAY – MAYOR**

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**RICKY L. CLARK, JR. – CITY CLERK**

Attachment: 03-14-16 Regular Meeting Minutes (1036 : Minutes - 03/14/16)

**CITY OF JONESBORO  
WORK SESSION  
170 SOUTH MAIN STREET  
April 4, 2016 – 6:00 PM**

**MINUTES**

The City of Jonesboro Mayor & Council held their Work Session on Monday, April 4, 2016. The meeting was held at 6:00 PM at the Jonesboro Police Station, 170 South Main Street, Jonesboro, Georgia.

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

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

Attendee Name	Title	Status	Arrived
Joy B. Day	Mayor	Present	
Wallace Norrington	Councilman	Present	
Jack Bruce	Councilman	Present	
Pat Sebo	Councilwoman	Present	
Billy Powell	Councilmember	Present	
Larry Boak	Councilman	Present	
Ed Wise	Councilman	Present	
Ricky Clark	City Clerk	Present	
Joe Nettleton	Director of Public Works	Present	
Pat Daniel	Assistant City Clerk	Present	

**III. INVOCATION**

Led by Councilman Norrington

**IV. WORK SESSION (ITEMS A-L)**

- A. Council to consider request of Historical Jonesboro to have permission to use the city cemetery for a revival of "Tombstone Tales" in September.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- B. Council to consider the use of Lee Street Park by Chairman Jeff Turner for the annual CASA 5k Fitness Run/Walk on Saturday, August 27, 2016.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- C. Council to consider zoning appeal as filed by Ed Hayes of Derksen Portable Buildings, for business to be located at 8859 Tara Boulevard.

<b>RESULT:</b>	<b>OLD BUSINESS</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- D. Council to consider Application #16ALC-001 requesting for consumption on premises of beer and wine for the "Jamrock Jerk Center, South" restaurant located at 265 Jonesboro Road by Demar Bromfield.

Attachment: 04-04-16 Work Session Minutes (1036 : Minutes - 03/14/16)

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- E. Council to consider Conditional Use Permit No. 16CU-002 at 120 N. McDonough Street as requested by Phyllis Strickland to allow on premise tutoring services.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- F. Council to consider Conditional Use Permit No. 16CU-003 at 196 Jonesboro Road as requested by Homer Berry to allow for a Used Car Dealership.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- G. Council to consider approval to make South Main Street at College Street, Northbound, no right turn on red.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- H. Council to consider Ordinance #2016-006 amending the Code of Ordinances, City of Jonesboro, Georgia by inserting new subsections (4), (5), and (6) to Section 58-42, Definitions, of Article II of Chapter 58, Parades, Special Events, Etc., amendment to Chapter 58 – Parades, Special Events to add Section 58-59 – Alcohol Sub Permit.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- I. Council to consider entering into an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) supplement grant study for the approve Jonesboro LCI area; and to consider accepting the \$80,000 LCI grant and approving a \$20,000 local funding match from the FY' 16 Budget; and to consider authoring the Mayor to execute all necessary contract documents for this project.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- J. Council to consider renewal of Property, Casualty & Loss insurance with OneBeacon, effective April 12, 2016.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
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- K. Council to consider the City of Jonesboro Beautification Plan 2015-2020.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
----------------	----------------------------	--------------------------------

- L. Council to consider Lee Street Park Bench Donation Program.

<b>RESULT:</b>	<b>CONSENT AGENDA ITEM</b>	<b>Next: 4/11/2016 6:00 PM</b>
----------------	----------------------------	--------------------------------

## V. OTHER BUSINESS (ITEM A)

- A. Motion to enter into Executive Session at 7:05 p.m. for the purpose of discussing personnel matters.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Wallace Norrington, Councilman  
**SECONDER:**       Billy Powell, Councilmember  
**AYES:**             Norrington, Bruce, Sebo, Powell, Boak, Wise

B. Motion to adjourn Executive Session and reconvene Regular Meeting at 7:30 p.m.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Pat Sebo, Councilwoman  
**SECONDER:**       Ed Wise, Councilman  
**AYES:**             Norrington, Bruce, Sebo, Powell, Boak, Wise

## VI. ADJOURNMENT

A. Motion to adjourn at 7:31 p.m.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Jack Bruce, Councilman  
**SECONDER:**       Billy Powell, Councilmember  
**AYES:**             Norrington, Bruce, Sebo, Powell, Boak, Wise



# CITY OF JONESBORO, GEORGIA COUNCIL

## Agenda Item Summary

Agenda Item #

11.A

- A

COUNCIL MEETING DATE

April 11, 2016

Requesting Agency (Initiator)

City Council

Sponsor(s)

Mayor Day

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

Council to consider request of Historical Jonesboro to have permission to use the city cemetery for a revival of "Tombstone Tales" in September.

**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

**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.)

Barbara Emert, Historical Jonesboro, has requested that the Council consider a request to grant permission to use the city cemetery for a revival of "Tombstone Tales" in September. This tour will stop at about 8 to 10 graves to tell the story of those buried there. Elizabeth Whitley will chair the event.

### About the Cemetery

The City Cemetery also known as the Adamson Cemetery is located on Johnson Street directly behind the Confederate Cemetery on the corner of N. McDonough St. There are three sections: Adamson, Johnson and Arnold. Some of the graves date back to the 1800's.

**Fiscal Impact**

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

N/A

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

- City Cemetery
- cemetery 5
- cemetery4

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

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

Typed Name and Title Ricky Clark, City Clerk	Date April, 11, 2016	04/04/16 ITEM 04/11/16	City Council Next: 04/11/16 City Council	CONSENT AGENDA ADOPTED
Signature	City Clerk's Office			

**11.A.a**

CITY OF  
JONESBORO

1976

D. HUGH DICKSON  
MAYOR

COUNCILMEN

VIRGINIA S. OAKES

CARL SOUDER

WAYNE LEE

C. S. STANFORD

R. E. TILLY

WILBUR WHALEY

IRENE ARNOLD

CITY CLERK

**Attachment: City**

**Packet Pg. 20**





11.A.b

Attachm

Packet Pg. 21



11.A.c

Attachm

Packet Pg. 22



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

**Agenda Item #**

**11.B**

**- B**

**COUNCIL MEETING DATE**

April 11, 2016

**Requesting Agency (Initiator)**

Office of the City Clerk

**Sponsor(s)**

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

Council to consider the use of Lee Street Park by Chairman Jeff Turner for the annual CASA 5k Fitness Run/Walk on Saturday, August 27, 2016.

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

Pursuant to Rental Policy, All Fee Waivers Must be Approved by Mayor & Council

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

Yes Recreation, Entertainment and Leisure Opportunities

**Summary & Background**

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

For the second consecutive year, Chairman Turner is requesting to have the Annual CASA Fitness 5k Walk/Run on August 27, 2016. Last year the event was held on the lawn of the Historic Jonesboro Courthouse in our downtown district. This year, the Chairman is requesting to have the race housed at Lee Street Park. For this purpose, this request is being brought forward to Mayor & Council for approval of a fee waiver. Listed below is the proposed route that was utilized last year. Staff has communicated with Runners Fit to get our 5k/10k routes certified. To that end, if we are able to get our route certified for any/all road races, the proposed route below may change. As far as emergency personnel services, the Chairman has stated that both the Clayton County Police Department & the Clayton County Sheriff's Department will coordinate with the Jonesboro Chief of Police on necessary road closures and any additional assistance requested.

**Proposed Route**

Courthouse Way to N. McDonough Street  
N. McDonough Street to Spring Street  
Spring Street to North Main Street  
North Main Street to North Avenue  
North Avenue to Lee Street  
Lee Street to Smith Street  
Smith Street to Fayetteville Road  
Fayetteville Road to College Street  
College Street to Cloud Street  
Cloud Street to South Avenue  
South Avenue to Main Street  
Main Street to College Street  
College Street to N. McDonough Street  
N. McDonough Street to Courthouse Way

**History of CASA:**

Court Appointed Special Advocates (CASAs) are trained community volunteers appointed by a judge to speak up for the best interests of children involved in juvenile court deprivation proceedings. "The ultimate goal of a CASA volunteer is to

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

<b>Typed Name and Title</b> Ricky Clark, City Clerk	<b>Date</b> April, 11, 2016	<b>04/04/16</b> <b>ITEM</b> <b>04/11/16</b>	<b>City Council</b> <b>Next: 04/11/16</b> <b>City Council</b>	<b>CONSENT AGENDA</b> <b>ADOPTED</b>
<b>Signature</b>	<b>City Clerk's Office</b>			

help make sure the child has a safe, permanent home as quickly as possible! The friends of Clayton County CASA (FCCC), a non-profit organization, was established in 1998 to help support the Clayton County CASA program with fund raising, volunteer recruitment, and public awareness efforts.

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

- Waiver of Small Stage Usage Fee

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

- Chairman Turner - 5k Run Walk

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



COPY

MEMO #2016-06

## MEMORANDUM

To: Chief Franklin Allen

From: Ricky L. Clark, Jr., CMC City Clerk *R. Clark*

CC: Mayor Joy B. Day

Date: March 18, 2016

Re: Chairman Turner Fitness 5K Run/Walk

A request for use of Lee Street Park has been received in my office with regards to the Chairman's Annual Fitness 5k Fun Run/Walk. As indicated on the attached application, the event is scheduled to begin at 8:00 a.m. with event setup at 6:00 a.m.

As this particular use of Lee Street Park is required to have Council approval, please review and advise your thoughts/comments/suggestions. Listed below is the proposed route that was used last year. I have communicated with Runners Fit to see about getting our 5k/10k routes certified. To that end, if we are able to get our route certified for any/all road races, the proposed route below may change.

### Proposed Route

Courthouse Way to N. McDonough Street  
 N. McDonough Street to Spring Street  
 Spring Street to North Main Street  
 North Main Street to North Avenue  
 North Avenue to Lee Street  
 Lee Street to Smith Street  
 Smith Street to Fayetteville Road  
 Fayetteville Road to College Street  
 College Street to Cloud Street  
 Cloud Street to South Avenue  
 South Avenue to Main Street  
 Main Street to College Street  
 College Street to N. McDonough Street  
 N. McDonough Street to Courthouse Way

For assistance with necessary street closures, traffic control, etc. Chairman Turner has advised that both the Clayton County Police Department & Sheriff's Department will be on duty.

Attachment: Chairman Turner - 5k Run Walk (1022 : Chairman Turner - 5K)



## CITY OF JONESBORO

124 North Avenue  
Jonesboro, Georgia 30236  
[www.jonesboroga.com](http://www.jonesboroga.com)

## APPLICATION FOR USE OF LEE STREET PARK

"OFFICE OF THE CITY CLERK"

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

## Area(s) Requested

(Please Check)

Large Amphitheater

Small Amphitheater ☒

Market Area

Pavilion

## APPLICANT INFORMATION

Organization Name (if Applicable)

Person Responsible for Reservation

Address:

112 Smith St

Home Phone #:

Other Phone #:

404-447-8376

City/Zip Code:

Jonesboro 30236

Email Address:

JEFF.TURNER@ClaytonCountyGA.GOV

## RESERVATION INFORMATION

Day of Week (circle): M T W TH F (S) SU

REQUESTED DATE: 8/27/16

Reservation - START TIME: 9:00 AM/PM (including set-up)

END TIME: 1:00 AM/PM (including clean-up)

Event Name: CHAIRMAN TURNER'S 5K Run/Walk Total Expected Attendance: 100-300

Contact Person on Day of Event: Darlene Turner Contact # on Day of Event: 678-770-6488

Type of Activity:

☐ Birthday Party
 ☐ Company Picnic
 ☐ Concert
 ☒ Fundraiser
 ☐ Wedding
 ☐ Other

This event will be: (check all that apply)

☐ Closed to the public/invited guest only
 ☒ Open to the public
 ☐ Generating Sales (i.e. admission fees, concessions, or entry fees)
☒ Use of Electricity

Please indicate any other special assistance from our Public Works Department you will need (ex. Extra garbage receptacles, etc.):

Attachment: Chairman Turner - 5k Run Walk (1022 : Chairman Turner - 5K)

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

\* Number of Performers: \_\_\_\_\_ Performer Name(s) \_\_\_\_\_ Performance Type: \_\_\_\_\_

Will sound amplification be used? ☐ No ☒ Yes\*

\* Start Time: 0800 End Time: 200 Describe Sound equipment used: Mic/Speakers Start of Race  
End of Race

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

\*Describe Equipment used: Vendor tents

Will you request any street closures or alterations? ☐ No ☒ Yes\* (Time of Closure or Alteration: 730 AM/PM to 1030 AM/PM)

\*Location/Affected Street: Consult with Police Plans

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

\*Please check all that apply: ☐ Free/Host Alcohol ☐ Alcohol Sales ☐ Host & Sales ☐ Beer ☐ Wine

Provide the name of the licensed bartender/caterer to serve the alcoholic beverages.

\*Name of Caterer/Licensed Bartender: \_\_\_\_\_ Liquor License #: \_\_\_\_\_

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

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

\*What type of food and/or refreshments will be served? Fruit/Water

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

\*Caterer Name: \_\_\_\_\_ Address: \_\_\_\_\_ Contact #: \_\_\_\_\_

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

\*What type of food and/or refreshments will be sold? \_\_\_\_\_

Who will prepare the food being served? ☐ Caterer\* ☐ Other: \_\_\_\_\_

\*Does the caterer have a current Food Handlers Permit? ☐ No ☐ Yes

#### FOR OFFICE USE ONLY

A copy of the following supplement documents are required:

<input type="checkbox"/> Proof of Liability Insurance -	Due Date: _____	Received On: _____
<input type="checkbox"/> Proof of Host Liquor Liability Insurance -	Due Date: _____	Received On: _____
<input type="checkbox"/> City Approved Alcohol Permit -	Due Date: _____	Received On: _____
<input type="checkbox"/> Jonesboro Temporary Sales License -	Due Date: _____	Received On: _____
<input type="checkbox"/> Current Food Handlers Permit -	Due Date: _____	Received On: _____

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

Attachment: Chairman Turner - 5k Run Walk (1022 : Chairman Turner - 5K)

## FOR OFFICE USE ONLY

Fee Computation: *Office Use Only*

Refundable Deposit: \$ \_\_\_\_\_

Cleaning Fee: \$ \_\_\_\_\_

Security Fee: \$ \_\_\_\_\_

Amphitheatre: \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_ per hour: \$ \_\_\_\_\_

Small Amph.: \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_ per hour: \$ \_\_\_\_\_

Pavilion: \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_ per hour: \$ \_\_\_\_\_

Market Area : \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_ per hour: \$ \_\_\_\_\_

Other \_\_\_\_\_: \$ \_\_\_\_\_

**Total Amount Due: \$ \_\_\_\_\_**Payment Information: *Office Use Only*☐ Cash ☐ Check # \_\_\_\_\_ ☐ Visa ☐ M/C ☐ Discover

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

Card Number: \_\_\_\_\_ Expires: \_\_\_\_\_

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

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

☐ Approved for use☐ Denied for Use

Comments/Notes: \_\_\_\_\_

Authorized by : \_\_\_\_\_ Title: \_\_\_\_\_ Date of Approval: \_\_\_\_\_

Attachment: Chairman Turner - 5k Run Walk (1022 : Chairman Turner - 5K)



## LEE STREET PARK AMPHITHEATRE / PAVILION RENTAL PACKET

"OFFICE OF THE CITY CLERK"

## STATEMENT OF USER RESPONSIBILITY

For Lee Street Park Rental

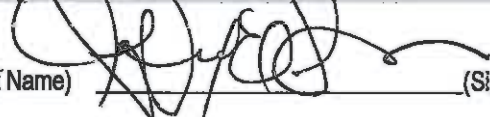
## PARK USE

**In consideration for the use of the City of Jonesboro Park Areas and Facilities, all users agree to the following:**

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

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

I have read, understand, and accept all procedures and regulations placed upon me for the rental of the listed rental location. I further acknowledge that I am 21 years of age or older and I understand that failure to comply with the established facility use guidelines (and within the established time frames), puts my meeting or event at risk of cancellation.

JEFFREY E. TURNER (Print Name)  (Sign Name) 3/15/16 (Date)

(Notary Public)



# CITY OF JONESBORO, GEORGIA COUNCIL

## Agenda Item Summary

Agenda Item #

11.C

- C

COUNCIL MEETING DATE

April 11, 2016

Requesting Agency (Initiator)

Office of the City Clerk

Sponsor(s)

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

Council to consider Application #16ALC-001 requesting for consumption on premises of beer and wine for the "Jamrock Jerk Center, South" restaurant located at 265 Jonesboro Road by Demar Bromfield.

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

Sec. 6-36. - License Required to Sell Alcoholic Beverages.

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

No

**Summary & Background**

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

The applicant, Demar Bromfield, is applying for a new consumption on premises of beer and wine license for the "Jamrock Jerk Center" restaurant to be housed at 265 Jonesboro Road.

### Background:

1. This location currently does not have an Alcohol Beverage License. Applicant has applied for zoning verification and has been approved to operate a Restaurant at this location.
2. Applicant is only requesting for beer/wine sales. No distilled spirits have been requested at this time.
3. The subject restaurant is located within a heavy-trafficked commercial area. Surrounding zoning, general plan land use designations and existing uses are denoted as a C-2 highway commercial district.
4. *Purpose.* The C-2 highway commercial district is established to accommodate intense retail and service commercial uses along Jonesboro's arterial highways. A broad range of such uses anticipates traffic from surrounding areas traveling through the city and affords a broad segment of the business community access to the large customer volumes associated with such locations. The automobile is the principal means of transit for shoppers in this district, and convenient on-premises parking is a primary concern. Given the value of arterial locations intended to capture heavy retail traffic, such industrial uses as manufacturing, distribution and processing are prohibited in order to reserve high visibility and enhanced access locations for highway commercial uses.

### Facts & Issues:

1. Ricky Clark, City Clerk has reviewed the application packet. All requirements, per Chapter 6- Alcoholic Beverages, were met.
2. The annual license fee will be \$2,000.00
3. The Jonesboro Chief of Police has conducted a computerized criminal history records check for the applicant and recommends approval based upon the background information received.
4. As required by Section 6-39, the applicant has submitted the required land survey. Per Section 6-39, for those establishments selling malt beverages and/or wine but no distilled spirits, a distance of no less than 100 yards from any school, church or education building is required. The survey presented shows that the nearest church (Church of God of Prophecy) is 150 yards away, nearest school (Jonesboro High School) 1,584 yards away.

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

Typed Name and Title Ricky Clark, City Clerk	Date April, 11, 2016	04/04/16 ITEM 04/11/16	City Council Next: 04/11/16 City Council	CONSENT AGENDA ADOPTED
Signature	City Clerk's Office			

**Fiscal Impact***(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)***11.C**

Annual License Fee - \$2,000.00

Application Cost - \$2,585.00

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

- 265 Jonesboro Road- Alcohol Beverage License - Application Acceptance
- Alcoholic Beverage Survey - Jamrock Jerk Center, South
- Background Approval - Chief of Police
- 408514 265 Jonesboro Road - Legal Ad Proof
- Picture - Posting of Public Hearing Signage

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



## MEMORANDUM

**To:** Demar Bromfield  
Jamrock Jerk Center, South  
408 Battlecreek Village Drive  
Jonesboro, Georgia 30236

**From:** Ricky L. Clark, Jr.  
124 North Avenue  
Jonesboro, GA 30236

**Date:** March 17, 2016

**Re:** Notification of Request for an Alcohol Beverage License – Retail on Premise  
Consumption License to sell Beer/Wine

---

To Whom It May Concern:

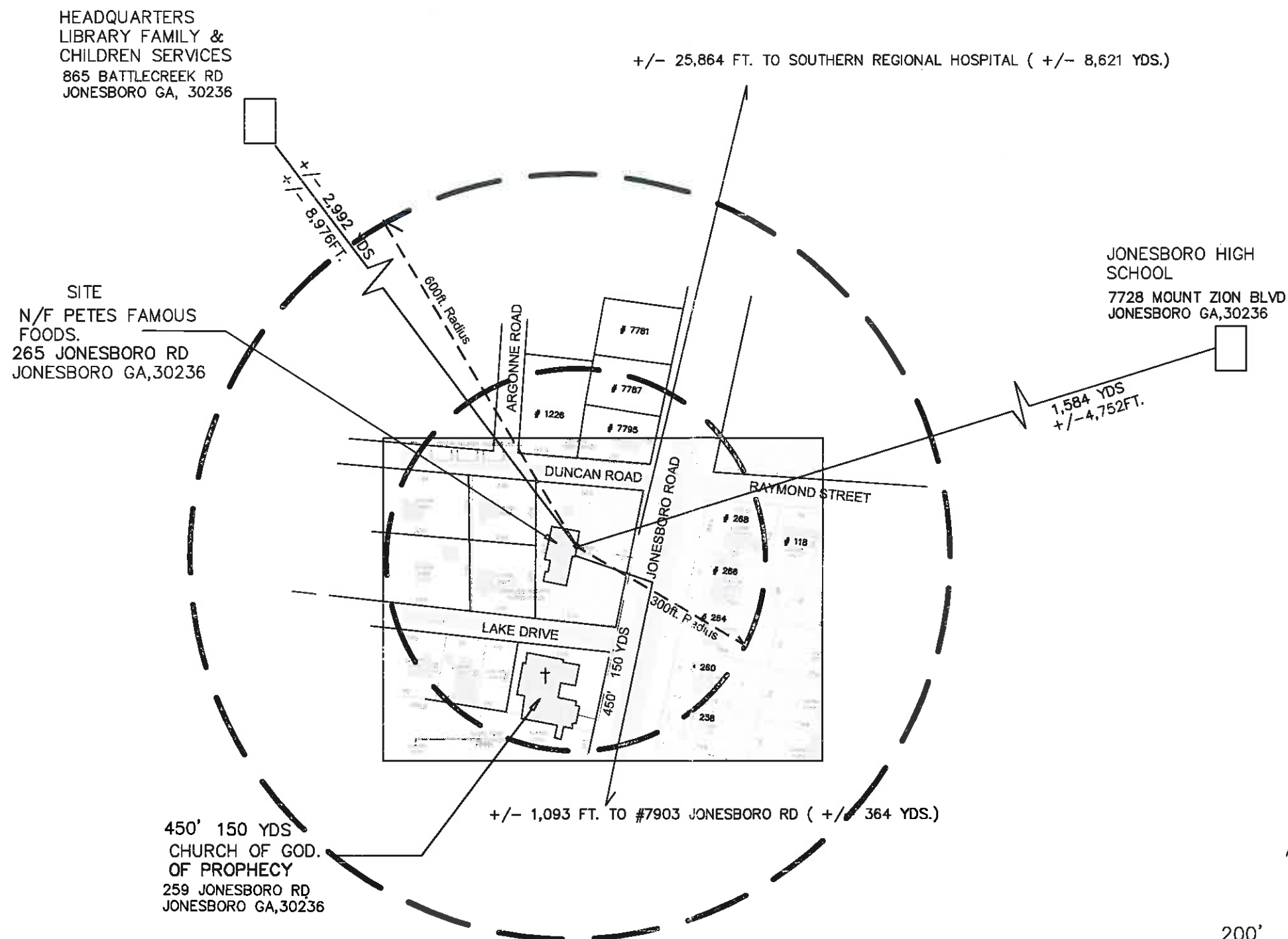
This letter is to serve as notification that the City of Jonesboro will consider your request to for beer and wine at property located at 265 Jonesboro Road.

A Public Hearing has been scheduled for Monday, April 11, 2016 before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and Council will first discuss this item at their next Work Session on Monday, April 4, 2016. Your presence is **strongly recommended**.

The Public Hearings will be held at 6:00 p.m. in the Jonesboro Municipal Court Facility, 170 South Main Street, Jonesboro GA 30236.

Sincerely,

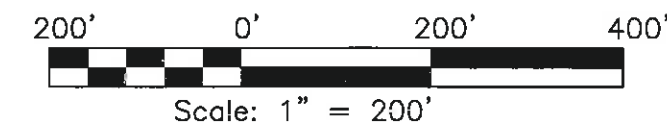
Ricky L. Clark, Jr.  
City Clerk



LEGEND	
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
OTP	OPEN TOP PIPE
IPF	IRON PIN FOUND
OIPS	IRON PIN SET 1/2" Ø REBAR
C/G	CURB AND GUTTER
P/L	PROPERTY LINE
L.L.L.	LAND LOT LINE
CMF	CONCRETE MONUMENT FOUND
POL	POINT ON LINE
B.O.C.	BACK OF CURB
FNC	FENCE CORNER
PC	PROPERTY CORNER
LP	LIGHT POLE
ØPP	POWER POLE
GW	GUY WIRE
CB	CATCH BASIN
JB	EXISTING JUNCTION BOX
ØWV	EXISTING WATER VALVE
ØFH	EXISTING FIRE HYDRANT
T.B.M.	TEMPORARY BENCH MARK
B.F.E.	BASE FLOOD ELEVATION
M.F.E.	MINIMUM FLOOR ELEVATION
N/F	NAIL FOUND
PKS	PK NAIL SET



A'NGEL M. MARRERO R.L.S. #2642



## NOTES:

1. TOGETHER WITH ALL EASEMENTS RECORDED OR UNRECORDED.
2. LAST DATE OF FIELD SURVEY 03/15/16.
3. ALL LINEAR DISTANCES SHOWN ON PLAT SHALL BE HORIZONTAL.

<b>SOUTHSIDE</b> SURVEYING & PLANNING LSF000831		#18 ATLANTA ST. MCDONOUGH, GA 30253 Phone: (770) 320-8009 Fax: (770) 320-8098
ALCOHOLIC BEVERAGES SURVEY FOR: <b>D.B.A. JAMROCK JERK CENTER SOUTH</b>		
Land Lot 48      12th Land District      CLAYTON County, G		
Drawn By: AMM		Scale: 1"=200'
Dwg No: 2-160335A		Date: 03/15/16



*City of Jonesboro*  
Georgia  
**POLICE DEPARTMENT**



March 21, 2016

Ricky Clark  
City Clerk- City of Jonesboro  
124 North Ave.  
Jonesboro, GA 30236

Chief Franklin Allen  
Jonesboro Police Department  
170 South Main Street  
Jonesboro, Ga. 30236

Ref: **Background for Retail Sales of Beer and Wine**

Mr. Clark,

I have reviewed the permit application for RETAIL SALES OF BEER AND WINE for DEMAR BROMFIELD this 21<sup>st</sup> day of March, 2016. Based on review of the information presented to me I find the following;

APPROVED ☒ No Restriction.

APPROVED ☐ with the following corrections: \_\_\_\_\_

DENIED ☐

Respectfully,

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

Chief Franklin Allen  
Jonesboro Police Department

CHIEF FRANKLIN ALLEN  
JONESBORO POLICE DEPARTMENT  
170 South Main St., Jonesboro, GA 30236  
Office: 770-478-7407 • Fax: 678-479-1827

Attachment: Background Approval - Chief of Police (1020 : Jamrock Jerk)

# Legal Notice

**11.C.e**

An application has been submitted to the City of Jonesboro Mayor and City Council for a Retail on Premise Consumption License to sell beer & wine beverages at the following location: 265 Jon Road, Jonesboro, Georgia 30236. The business name is Jamrc Center, South. Demar Bromfield has requested to be the Representative. The application will be granted or denied by Mayor and City Council at 6:00 p.m. on the eleventh day of April, 2016.

**Attach**

Ricky L .Clark, Jr.

Zoning Administrator

**Packet Pg. 35**

11.C.f

A

CITY OF JONESBORO, GEORGIA

PUBLIC HEARING FOR:

LICENSE TO SELL BEER + WINE

170 E

Packet Pg. 36

FOR MORE INFORMATION PLEASE CONTACT CITY HALL AT 706-438-3300





# CITY OF JONESBORO, GEORGIA COUNCIL

## Agenda Item Summary

Agenda Item #

11.D

- D

COUNCIL MEETING DATE

April 11, 2016

Requesting Agency (Initiator)

Office of the City Clerk

Sponsor(s)

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

Council to consider Conditional Use Permit No. 16CU-002 at 120 N. McDonough Street as requested by Phyllis Strickland to allow on premise tutoring services.

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

Article VI of the Code of Ordinances

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

No

**Summary & Background**

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

According to the City's 2025 Future Land Use Map, the site is identified as "Office/Residential". Office/Residential allows for a mixture of office and residential uses in such a way as to foster a live-work environment. Professional offices (architecture, interior design, finance, real estate) may locate at ground level with residential condominium or apartment units above.

**Facts**

1. This property is currently home to several administrative offices. The office spaces are subdivided into several different suites.
1. Article VI of the Zoning Ordinance outlines the procedure for bringing a Conditional Use Permit application to the Mayor and Council.
2. The Conditional Use Permit requires that the business must be located on a street having a classification of collector or greater. **Requirement met.**
3. The Conditional Use Permit requires one acre with 150 feet of road frontage to operate a Management & Training Office; however, the site has 0.20 acres and 60 feet of road frontage. **Requirement not met.**
4. It is important to note that the City Clerk conducted a site visit on March 21, 2016.
5. Section 86-198 establishes the conditions required for this NAICS 6116.

**Fiscal Impact**

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

\$700 Conditional Use Application Fee

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

- Conditional Use Application - 120 N. McDonough Street
- 120 N. McDonough Street- Conditional Use Request - Application Acceptance (Quiz Kids)
- 120 N. McDonough Street - Street View
- Public Hearing Signage

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

Typed Name and Title Ricky Clark, City Clerk	Date April, 11, 2016	04/04/16 ITEM 04/11/16	City Council Next: 04/11/16 City Council	CONSENT AGENDA ADOPTED
Signature	City Clerk's Office			

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

11.D

**Approval**



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

## CONDITIONAL USE PERMIT APPLICATION

ATTACH ADDITIONAL PAGES IF NECESSARY. ALL ATTACHMENTS MUST BE NUMBERED. INDICATE THE PAGE NUMBER OF ATTACHMENT IN THE SPACES PROVIDED FOR EACH RELEVANT ANSWER.

ANY MISSTATEMENT OR CONCEALMENT OF FACT IN THIS APPLICATION SHALL BE GROUNDS FOR REVOCATION OF THE LICENSE ISSUED AND SHALL MAKE THE APPLICANT LIABLE TO PROSECUTION FOR PERJURY. PLEASE DO NOT LEAVE ANY AREAS UNANSWERED.

**APPLICATION FEE: \$700.00** (Non-Refundable).

Date of Application: 2/29/16

### Property Owner Authorization

I (We) Kirby Gray the  
 owner(s) of the following property located at: 124 N. McDonough St  
Jonesboro, GA 30234

Tax Parcel Number: 13241 BF03 Size of Property: \_\_\_\_\_

Located in Zoning District \_\_\_\_\_ do hereby request permission for a

conditional use for the above described property under the Zoning Ordinance zoned for

the following purposes:

Provide learning and educational support for students;  
youth and adult. Tutoring service for one-to-one learning  
on small group.

Attachment: Conditional Use Application - 120 N. McDonough Street (16CU-02 : Quiz Kids Tutoring)

## Property Owner Information

Name: Nirby A. Glaze  
 Mailing Address: 120 N. McDonough St.  
 City: Jonesboro State: Georgia Zip: 30236  
 Phone: (Day) 770.472.4024 (Evening) 770.401.4990

## Applicant's Information

(If Different from Owner's Information)

Name: Phyllis A. Strickland  
 Mailing Address: 8456 Waverly Drive  
 City: Jonesboro State: GA Zip: 30236  
 Phone: (Day) (404) 953-2747 (Evening) (404) 953-2747

## Jonesboro Property Information

Existing Uses and Structures: Office Building - Admin Office  
 Property address: 122 N. McDonough Street  
 Surrounding Uses and Structures: (See Official Zoning Map): H-1  
 Surrounding Zoning: ~~H-1~~ H-1  
 North: \_\_\_\_\_ South: \_\_\_\_\_ East: \_\_\_\_\_ West: \_\_\_\_\_  
 Details of Proposed Use: \_\_\_\_\_  
 Public Utilities: Georgia Power, Clayton Water Auth., Waste  
 Access, Traffic and Parking: Behind all building  
 Special Physical Characteristics: N/A

Attachment: Conditional Use Application - 120 N. McDonough Street (16CU-02 : Quiz Kids Tutoring)

Pursuant to Sec. 86-244 of the Jonesboro Code of Ordinances, a site plan shall accompany an application proposing the rezoning of property to one of the zoning districts contained in article V that is initiated by an owner of property or his agent.

#### SITE PLAN INFORMATION INCLUDING:

1. Name, address and phone number of property owner.
2. Name, address and phone number of the applicant (if different from the owner).
3. Nature of proposed uses, including a statistical summary of development indicators such as density, nonresidential floor area, maximum building heights, number of lots or dwelling units and minimum unit sizes, as appropriate.
4. A graphic indication of the architectural style, building materials and elevations anticipated.
5. Date of survey and source of datum, as appropriate.
6. Date of site plan and revision dates, as appropriate.
7. North arrow and scale, not to exceed one inch equals 50 feet.
8. Location (district and land lot) and size of the property in acres (or square feet if below one acre).
9. Location sketch of the property in relation to the surrounding area with regard to landmarks such as arterial streets or railroads. Sketches shall be at a scale sufficient to clearly indicate the location of the property, but not greater than one inch equals 2,000 feet. U.S. Geological Survey maps may be used as a reference guide for the location sketch.
10. Proposed zoning classification of the property and zoning of all adjacent properties.
11. Man-made features adjacent to the property, including street right-of-ways and street names, city limits and other significant information such as bridges, water and sanitary sewer mains, storm drainage systems and other features, as appropriate.
12. Location and right-of-way width of all proposed streets.
13. Indication of domestic water supply source.
14. Indication of sanitary sewer service.
15. Approximate location of proposed storm water drainage and detention facilities.
16. Any existing or proposed easements.
17. Location of all improvements, public areas or community facilities proposed for dedication to public use.
18. Proposed lot lines and minimum front, side and rear building setbacks for each lot.
19. Approximate footprint and location of all existing and proposed buildings and structures on and adjacent to the site.
20. All existing and proposed access, driveways, parking and loading areas on or adjacent to the site.
21. Proposed solid waste disposal facilities and outdoor storage areas.
22. Proposed buffers and greenspace.
23. Proposed development schedule.

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

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

Date: 2/29/16

Signed: Phyllis A. Stairland

Notary: Matthewson



**FOR OFFICE USE ONLY:**

Date Received: 03/21/2016

Received By: Rearly

Fee Amount Enclosed: \$ 700.00

Public Notice Sign Posted (Date) \_\_\_\_\_

Legal Ad Submitted (Date) 03/21/16

Legal Ad Published (Date) \_\_\_\_\_

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

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

Permit Issued \_\_\_\_/\_\_\_\_/20\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: Conditional Use Application - 120 N. McDonough Street (16CU-02 : Quiz Kids Tutoring)



# PROPERTY OWNER'S AUTHORIZATION

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

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

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

PROPERTY OWNER:

Kirby A Glaze  
PRINT NAME

[Signature] 2/29/16  
SIGNATURE/DATE

APPLICANT:

Phyllis A. Strickland  
PRINT NAME

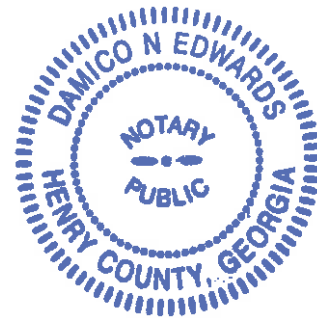
[Signature] 2/29/16  
SIGNATURE/DATE

NOTARY:

[Signature]  
SIGNATURE/DATE

My Commission Expires  
February 17, 2017

SEAL



Attachment: Conditional Use Application - 120 N. McDonough Street (16CU-02 : Quiz Kids Tutoring)



## MEMORANDUM

**To:** Phyllis A. Strickland  
8456 Waverly Drive  
Jonesboro, GA 30236

**From:** Ricky L. Clark, Jr.  
124 North Avenue  
Jonesboro, GA 30236

**Date:** March 21, 2016

**Re:** Notification of Request for a Conditional Use Request – **120 N. McDonough Street**

---

Dear Mrs. Strickland,

This letter is to serve as notification that the City of Jonesboro has accepted your request to consider a conditional use to operate a Tutoring facility at property located at 120 N. McDonough Street.

A Public Hearing has been scheduled for Monday, April 11, 2016 before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and Council will first discuss this item at their next Work Session on Monday, April 4, 2016. Your presence is **strongly recommended** at both meetings.

Both meetings will be held at 6:00 p.m. in the Jonesboro Municipal Court Facility, 170 South Main Street, Jonesboro GA 30236.

Sincerely,

Ricky L. Clark, Jr., CMC  
City Clerk





120 N McDonough St

S Main St

© 2016 Google

Google earth

Attachment: 120 N. McDonough Street - Street View (16CU-02 : Quiz Kids Tutoring)



120

11.D.d

G&G PROPERTIES

Units:

- 100
- 200 Live Office of **Salvia Y. Smith, LLC**
- 300
- 400
- 500

CITY OF JONESBORO, GEORGIA

PUBLIC HEARING FOR:

CONDITIONAL USE PER

EDUCATIONAL SERVICES

170 SOUTH MAIN

DATE: 11/11/11

FOR MORE INFORMATION, PLEASE CONTACT CITY HALL AT 170-4000

Packet Pg. 46

A

J  
Fe  
Probate



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

Agenda Item #

11.E

- E

COUNCIL MEETING DATE

April 11, 2016

Requesting Agency (Initiator)

Office of the City Clerk

Sponsor(s)

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

Council to consider Conditional Use Permit No. 16CU-003 at 196 Jonesboro Road as requested by Homer Berry to allow for a Used Car Dealership.

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

Section 86-163

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

Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

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

The applicant, Homer Berry, is requesting a Conditional Use Permit to allow for a Used Car Dealership at 196 Jonesboro Road. As you know, this location has been a Used Car Dealership for many years; however, due to the owner vacating the property last year, a conditional use is required.

ARTICLE VI. - CONDITIONAL USES

Sec. 86-121. - Generally.

Conditional uses may be permitted upon a finding by mayor and council that the proposed use conforms to the listed conditions and the standards of review of this article. Approval of conditional uses is considered a property rezoning, subject to the procedural requirements of article XII.

A conditional use will continue so long as the use thereby allowed is actually being conducted on the property to which it applies or as subsequently modified by the mayor and council pursuant to the provisions of this chapter, **once activity authorized by a conditional use has been discontinued for a period of 90 days, the conditional use shall expire without further action by the mayor and council and such use may not thereafter be made on premises without reapplication therefore and approval thereof by the mayor and council.** In making the decision regarding whether or not a conditional use has been discontinued, the zoning administrator shall base his judgment upon objective criteria gained from observation of the premises. The subjective intent of the owner or lessee of the property shall not be considered.

**Facts:**

1. According to the City's 2025 Future Land Use Map, the property is identified as "Commercial." This particular zoning designation is established to accommodate intense retail and service commercial uses along Jonesboro's arterial highways. A broad range of such uses anticipates traffic from surrounding areas traveling through the city and affords a broad segment of the business community access to the large customer volumes associated with such locations. The automobile is the principal means of transit for shoppers in this district, and convenient on-premises parking is a primary concern. Given the value of arterial locations intended to capture heavy retail traffic, such industrial uses as manufacturing, distribution and processing are prohibited in order to reserve high visibility and enhanced access locations for highway commercial uses.

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

Typed Name and Title Ricky Clark, City Clerk	Date April, 11, 2016	04/04/16 ITEM 04/11/16	City Council Next: 04/11/16 City Council	CONSENT AGENDA ADOPTED
Signature	City Clerk's Office			

2. The current use of the site is geared solely towards commercial usage (existing car lot) and has potential to be the same over the next few years.

**Conditions:**

Sec. 86-163. - NAICS 441110/44112 Car dealers, new or used and car dealers, used.

The following conditions are assigned in the C-2 district:

- (1) The primary use of the property shall be retail sales of vehicles. –
- (2) All vehicle servicing shall be performed in an entirely enclosed structure.
- (3) No vehicles that are in a state of disrepair shall be displayed.
- (4) Automotive repair shall be operated only as an accessory to a new car dealership.
- (5) No outdoor storage of parts, materials or equipment shall be permitted.

**Fiscal Impact**

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

- Application Fee - \$700.00
- Occupational Tax – Based upon gross receipting

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

- 196 Jonesboro Road- Conditional Use Request - Application Acceptance (Affordable Cars R Us)
- News Daily Tear Sheet
- Conditional Use Application #16CU-003 - Affordable Cars R Us

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

**Approval**



## MEMORANDUM

**To:** Homer Berry  
6903 Doncaster Road  
Jonesboro, GA 30236

**From:** Ricky L. Clark, Jr.  
124 North Avenue  
Jonesboro, GA 30236

**Date:** March 25, 2016

**Re:** Notification of Request for a Conditional Use Request – **196 Jonesboro Road**

---

Dear Berry,

This letter is to serve as notification that the City of Jonesboro has accepted your request to consider a conditional use to operate a Used Card Dealership at property located at 196 Jonesboro Road.

A Public Hearing has been scheduled for Monday, April 11, 2016 before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and Council will first discuss this item at their next Work Session on Monday, April 4, 2016. Your presence is **strongly recommended** at both meetings.

Both meetings will be held at 6:00 p.m. in the Jonesboro Municipal Court Facility, 170 South Main Street, Jonesboro GA 30236.

Sincerely,

Ricky L. Clark, Jr., CMC  
City Clerk



# classifieds

henryherald.com • news-daily.com

SATURDAY, MARCH 26, 2016

LEGALS

CONSTRUCTION/  
SERVICE BIDS

INVITATION TO BID - Russo Corporation is requesting sub-contractor pricing for the Flint River Outfall Replacement - Phase 1B Project, located in Jonesboro, GA. We are seeking sub-contractor quotations from firms currently qualified as a Small Business Enterprise Program (SLBE) or a contractor who can meet the qualifications as addressed in the Project Specifications. Pricing will be accepted until 5:00 p.m., March 29, 2016. To obtain a copy of the plans and specifications, please contact Cindy Johnson at (205) 923-4434 or by email at cjohnson@russocorp.com during normal business hours. 902-406424, 3/12,23,26,2016

NAME CHANGES

IN THE SUPERIOR COURT OF CLAYTON COUNTY STATE OF GEORGIA Civil Action Case Number 2016CV00620-5 In re the Name Change of: Darrylton Baker, Petitioner. NOTICE OF PETITION TO CHANGE NAME OF ADULT Darrylton Baker filed a petition in the Clayton County Superior Court on February 23, 2016, to change the name from: **Darrylton Baker to Darrylton Baker to Darrelon Mays**. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed. Dated: 2-23-2016 -s- Darrylton Baker Petitioner, Pro se 916-409418, 3/26,30,4/6,13,2016

IN THE SUPERIOR COURT OF CLAYTON COUNTY STATE OF GEORGIA Civil Action Case Number 2016CV00965-8 In re the Name Change of: Pamela West Hodge, Petitioner. NOTICE OF PETITION TO CHANGE NAME OF ADULT Pamela West-Hodge filed a petition in the Clayton County Superior Court on 3-10, 2016, to change the name from: **Pamela West-Hodge to Pamela West**. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed. Dated: 3-10-2016 -s- Pamela West-Hodge Petitioner, Pro se 916-410014, 3/26,30,4/6,13,2016

IN THE SUPERIOR COURT OF CLAYTON COUNTY STATE OF GEORGIA CIVIL ACTION NO. 15CV04864-6 IN RE: Mia Guadalupe Reinoso-Velez Name change of Minor child Araceli Velez-Corona Petitioner TO: Bravlio Reinoso-Garcia 4722 Richmond Rd. Conley, GA 30288 NOTICE OF PUBLICATION By order for service by publication dated the 10th day of March 2016, you are hereby

NAME CHANGES

notified that on the 29 day of December 2015, Araceli Velez-Corona filed suit against you for Name Change of Minor Child. You are required to file with the Clerk of the Superior Court and to serve upon plaintiff's attorney, Jason Kesser 997 Windy Hill Rd., Suite A Smyrna, GA 30080 an Answer in writing within sixty (60) days of the first date of publication. WITNESS, the Honorable Benfield, Judge of this Superior Court. This the 10th day of March, 2016. -s- Sonya Jackson Deputy Court Clerk, Superior Court Jaqueline D. Wills, Clerk 9151 Tara Boulevard Jonesboro, GA 30236-4912 916-410008, 3/26,30,4/6,13,2016

PUBLIC HEARINGS

PUBLIC NOTICE NOTICE IS HERE BY GIVEN CITY OF RIVERDALE MAYOR AND COUNCIL Departmental Budget Meeting Schedule (Fiscal Year 2016-2017) BUDGET WORK SESSION: Wednesday, April 6, 2016 and April 13, 2016 at 6:00pm located upstairs in the Conference Room at 7200 Church Street Riverdale GA. QUESTIONS /CONCERNS SHOULD BE DIRECTED TO THE OFFICE OF THE CITY CLERK, 770-997-5394 928-409110, 3/26,4/6,2016

PUBLIC SALES/  
AUCTIONS

THE FOLLOWING VEHICLE(S) HAVE BEEN ABANDONED UNDER GA CODE 40-11-2. SUCH VEHICLES IS DEEMED ABANDONED AND SHALL BE DISPOSED OF ON 04/05/2016 AT 10:00 AM IF NOT REDEEMED BY THE OWNER. ITS CURRENT LOCATION IS 3315 N HENRY BLVD STOCKBRIDGE GA 30281. VEHICLE WAS REMOVED FROM 3315 N HENRY BLVD STOCKBRIDGE GA 30281. 1998 JEEP 1J4FT68S-DWL177742 PUBLIC ACTION ON 04/05/2016 WE WILL TAKE SILENT BIDES. 929-410068, 3/26,4/2,2016

RECYCLING SAVES US ALL!

MISCELLANEOUS  
NOTICE OF SALE In accordance with GA Laws, Chap. 68-23 the following vehicles have been removed to Mac's Wrecker and Impound , said vehicles are presently being stored at 7813 Taylor Road, Riverdale, Ga and will be sold at public auction to the highest bidder on a competitive basis on April 13, 2016 at 10:00am 2008 SUZUKI 4 DOOR, KLSJD56ZD8K908966, NO TAG, TOWED FROM HWY 85 929-410072, 3/26,4/2,2016

FORECLOSURES

NOTICE OF FORECLOSURE OF RIGHT OF REDEMPTION STATE OF GEORGIA/ COUNTY OF CLAYTON TO: 1) Sharon Davis, 2) Mortgage Electronic Registration, Inc., 3) MERSCORP Holdings, Inc., 4) MERSCORP, Inc., 5) AIG Fed Savings Bank, 6) Wilmington Finance, 7) Tidewater Finance Company AAO Rooms to Go, 8) LNVN Funding LLC as Assignee and Purchaser of Compucredit, 9) AIS Services, LLC AAO Household Orchard Bank, 10) Money Tree of Ga Inc., 11) Midland Funding LLC Successor in Interest to Columbus Bank and Trust, 12) Capital One Bank USA NA, 13) Norfolk Financial Corp., 14) all Residents/Tenants/Occupants 15) Unknown Heirs and Assigns of Sharon Davis, 16) State of Georgia, 17) Clayton County Tax Commissioner, 18) Mayor, City of College Park, Georgia, and 19) All Persons Known or Unknown Who May Claim an Interest in Property Known as 1276 Dogwood Lane, College Park 30349 TAKE NOTICE THAT: The right to redeem the described property 1276 Dogwood Lane, College Park 30349 (Tax Parcel 13089D A003), as follows, to wit: ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 89 of the 13th District of Clayton County, Georgia, being particularly described as follows: BEGINNING at an iron pin on the south side of Dogwood Lane 176 feet east of the southeast corner of Old Riverdale-College Park Road and Dogwood Lane; running thence east along the south side of Dogwood Lane 87 feet to an iron pin; thence southeasterly and forming an interior angle of 94 degrees 10 minutes with the last described course 154 feet to an iron pin; thence west and forming an interior angle of 85 degrees 50 minutes with the last described course, 96 feet to an iron pin; thence northeasterly 154 feet to an iron pin at the POINT OF BEGINNING being improved property having a one-story frame dwelling thereon, all as shown on plat of survey of same for Violet L. Lyons, dated August 28, 1992 by Jefferson Consultants, Inc., being improved property known as 1276 Dogwood Lane, College Park, Georgia 30349, according to the present system of numbering houses in Clayton County, Georgia. This property now known as 1276 Dogwood Lane, College Park, Georgia. Will expire and be forever foreclosed and barred on and after the 6th day of May, 2016. The tax deed to which this notice relates is dated the 3rd day of March, 2015 and is recorded in the office of the Clerk of the Superior Court of Clayton County, Georgia, in Deed Book 10668, Page 494, and a corrective tax deed in Deed Book 10756, Page 600. The property may be redeemed at any time before the 6th day of May, 2016, by payment of the redemption

FORECLOSURES

price as fixed and provided by law to the undersigned at the following address: David A. Basil, LLC, 301 Bradley Street, Suite B-7, Carrollton, Georgia, 30117. Please be governed accordingly. 950-409827, 3/30,4/6,13,20,2016

RECYCLE!

HOMES

CEMETERY LOTS FOR SALE

CLAYTON, JONESBORO: 2 Space Plot, Everlasting Life section, Sherwood Memorial Park. This is a Dignity Memorial provider. \$5,000 for both. 770-323-9285

REAL ESTATE FOR RENT

HOUSES FOR RENT

MCDONOUGH HOUSE FOR RENT WESLEY LAKE SUBD. 5BR, 3 full baths, jacuzzi tub in master, walk in closets, laundry room, W/D, 2 stairwell entrance from the family room & front entrance. Vaulted ceilings, Formal LR/DR, flpc., lge. two tier deck, 2 car. gar., eat-in-kit, stove & refrig. Clean. \$1450/mo. No pets! Call 404-936-5269, by appt. only.

SERVICES

AIR CONDITIONING/ HEATING

AIR CONDITIONING\*\* SERVICE, REPAIR, & REPLACEMENT Low Freon Prices!! Call 678-360-5999

Cuff Linx Heating & Air Conditioning 678-360-5999

APPLIANCES

DRYER/WASHER \$125 ea.; Super Capacity \$175 ea. Front Loader Set \$450 & up; Regular Refrig. & Ranges \$175 & up; SXS Refrig. \$300 & up. Dishwasher \$100 & up. Different colors. Del/1 yr warr. Tim 404-205-2222

HEALTH

Taye's Sitter Service CNA with 19 years experience in the healthcare field looking to sit with the elderly in the comfort of their own homes, nursing homes, assisted living, hospitals, hospice facilities. Taye Warren 678-891-8007

If your old stuff is collecting dust, it could be collecting cash!

classifieds

STUFF

GARAGE SALES

McDonough, 30252 YARD SALE! 340 Mountain Brook Court. Fri. 3/25 & Sat. 3/26, 9-5. Pool table, Yamaha keyboard, silver, crystal, China, jewelry, kitchenware, fishing tackle, Christmas & MUCH MORE!

AUCTIONS

RIVERDALE, GA TOOL TOWN BUSINESS LIQUIDATION AUCTION 1000'S OF TOOLS!! 8126 GA Hwy 85 (1 Mile South of Hwy 138, Saturday, April 2nd, live auction 10AM, preview 9AM. 1000's of tools for every occupation and handyman!!! Air compressors, pressure washer, home generator, concrete mixer, pneumatic, electric and cordless hand tools. Call 678-557-7074, photos at www.bishopauctions.com. GAL#2626

JOBS

FULL TIME

DOG GROOMER PET GROOMER NEEDED EXPERIENCED ONLY Please apply at GROOMING TIME 1858 Hudson Bridge Rd, Stockbridge. Call 770-506-1748

DRIVER HIRING Experienced Pneumatic Tanker Drivers & Flat Bed Local and Regional, paid holidays, paid vacation, retirement plan offered, safety bonus. Electronic logs, must have clean MVR for 3 years and 2 years OTR driving exp. For more information contact Dwayne or Ken at HAT D TRANSPORT CO. 770-574-9475.

DRIVERS CLASS A,B & C Full and Part time All shifts needed. Must have 1 year verifiable experience. Must be 23 or older, good MVR, no DUIs, no more than 2 moving violations in the last 3 yrs. Clean background check. Apply at GA State Farmer's Market Bldg. J or call 404-968-7789 Mon.-Fri. 9am-3pm.

FORKLIFT DRIVERS \$14.50 starting rate Full Time, Permanent 1st and 3rd shift. Excellent health benefits. Hiring for United States Cold Storage McDonough, GA location. Tuesday and Wednesday March 29th and 30th 2016 from 8am to 5pm Resumes are only being accepted at the Hampton Inn 250 Avalon Court McDonough, Georgia 30253 Can't make it. Email your resume to midwestforkliftjobs@uscold.com

Direct Alarm & Surveillance BURGLAR • FIRE • VIDEO 770-412-1150 LOW VOLTAGE TECH \$30-40k. Experience is a PLUS, not required. Drug Free. Must have: clean driving record, Clear criminal background, great cust. serv. skills, good verbal and writing skills, and a professional personal appearance. Plus Pd Vacation, Pd Sick, Hlth Ins. +. Send resume: 495alarm.com/careers or Fax to 770-228-3593

CLAYTON NEWS & HENRY HERALD

CLASSIFIED ADVERTISING DEADLINES

PUBLICATION DAY Wednesday Saturday

DEADLINE Tuesday 3 pm Friday 3 pm

PUBLICATION DAY Wednesday Saturday

DEADLINE Friday 3 pm Thursday 10 am

DISPLAY ADS

To place a Classified ad please call 770-962-7355 to speak with a Sales Rep. or you can place an ad online at www.news-daily.com or www.henryherald.com

Think Big

INNOVATIVE • COLLABORATIVE  
VIABLE • STRATEGIC

The Clayton News Daily is committed to providing innovative print and internet advertising with exceptional service and measurable results through a comprehensive amplitude of marketing capabilities.

Explore what's new, what's next and what's better.

Clayton News

CLAYTON COUNTY'S NEWS SOURCE

Big Ideas are only a click or call away • 770-478-5753 news-daily.com

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on April 11, 2016 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a Conditional Use Permit to allow Educational Services at 120 N. McDonough Street, Jonesboro, Georgia 30236. Ricky L. Clark, Jr., CMC Zoning Administrator

LEGAL NOTICE

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on April 11, 2016 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider a Conditional Use Permit by Affordable Cars R Us to allow for a used car lot at property located at 196 Jonesboro Road, Jonesboro, Georgia 30236. Ricky L. Clark, Jr. Zoning Administrator

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on April 11, 2016 in the chambers of the Jonesboro Municipal Court facility, 170 South Main Street, Jonesboro, GA, to consider an appeal for property located at 8859 Tara Boulevard, Jonesboro, Georgia 30236. Applicant – Decksen Portable Buildings. Ricky L. Clark, Jr., CMC Zoning Administrator

Packet Pg. 50



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

## CONDITIONAL USE PERMIT APPLICATION

ATTACH ADDITIONAL PAGES IF NECESSARY. ALL ATTACHMENTS MUST BE NUMBERED. INDICATE THE PAGE NUMBER OF ATTACHMENT IN THE SPACES PROVIDED FOR EACH RELEVANT ANSWER.

ANY MISSTATEMENT OR CONCEALMENT OF FACT IN THIS APPLICATION SHALL BE GROUNDS FOR REVOCATION OF THE LICENSE ISSUED AND SHALL MAKE THE APPLICANT LIABLE TO PROSECUTION FOR PERJURY. PLEASE DO NOT LEAVE ANY AREAS UNANSWERED.

**APPLICATION FEE: \$700.00 (Non-Refundable).**

Date of Application: 3/11/16

### Property Owner Authorization

I (We) Homer Berry the  
 owner(s) of the following property located at: 196 Jonesboro Rd.  
Jonesboro, GA. 30236  
 Tax Parcel Number: 12048C A005 Size of Property: .665 acres  
 Located in Zoning District 4 do hereby request permission for a  
 conditional use for the above described property under the Zoning Ordinance zoned for  
 the following purposes:  
Used Car Dealership

Attachment: Conditional Use Application #16CU-003 - Affordable Cars R Us (16CU-03 : Affordable Cars R Us)



## Property Owner Information

Name: Homer Berry  
 Mailing Address: 6903 Doncaster Road  
 City: Jonesboro State: Ga. Zip: 30236  
 Phone: (Day) 404-922-3124 (Evening) 404-922-3124

## Applicant's Information

(If Different from Owner's Information)

Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

## Jonesboro Property Information

Existing Uses and Structures: One building with offices and 3 bay garages.  
 Property address: 196 Jonesboro Rd. Jonesboro, Ga.

Surrounding Uses and Structures: (See Official Zoning Map): \_\_\_\_\_

Surrounding Zoning:

North: \_\_\_\_\_ South: \_\_\_\_\_ East: \_\_\_\_\_ West: \_\_\_\_\_

Details of Proposed Use: Retail outlet for used car dealership

Public Utilities: All utilities

Access, Traffic and Parking: \_\_\_\_\_

Special Physical Characteristics: \_\_\_\_\_

Attachment: Conditional Use Application #16CU-003 - Affordable Cars R Us (16CU-03 : Affordable Cars R Us)



Pursuant to Sec. 86-244 of the Jonesboro Code of Ordinances, a site plan shall accompany an application proposing the rezoning of property to one of the zoning districts contained in article V that is initiated by an owner of property or his agent.

#### SITE PLAN INFORMATION INCLUDING:

1. Name, address and phone number of property owner.
2. Name, address and phone number of the applicant (if different from the owner).
3. Nature of proposed uses, including a statistical summary of development indicators such as density, nonresidential floor area, maximum building heights, number of lots or dwelling units and minimum unit sizes, as appropriate.
4. A graphic indication of the architectural style, building materials and elevations anticipated.
5. Date of survey and source of datum, as appropriate.
6. Date of site plan and revision dates, as appropriate.
7. North arrow and scale, not to exceed one inch equals 50 feet.
8. Location (district and land lot) and size of the property in acres (or square feet if below one acre).
9. Location sketch of the property in relation to the surrounding area with regard to landmarks such as arterial streets or railroads. Sketches shall be at a scale sufficient to clearly indicate the location of the property, but not greater than one inch equals 2,000 feet. U.S. Geological Survey maps may be used as a reference guide for the location sketch.
10. Proposed zoning classification of the property and zoning of all adjacent properties.
11. Man-made features adjacent to the property, including street right-of-ways and street names, city limits and other significant information such as bridges, water and sanitary sewer mains, storm drainage systems and other features, as appropriate.
12. Location and right-of-way width of all proposed streets.
13. Indication of domestic water supply source.
14. Indication of sanitary sewer service.
15. Approximate location of proposed storm water drainage and detention facilities.
16. Any existing or proposed easements.
17. Location of all improvements, public areas or community facilities proposed for dedication to public use.
18. Proposed lot lines and minimum front, side and rear building setbacks for each lot.
19. Approximate footprint and location of all existing and proposed buildings and structures on and adjacent to the site.
20. All existing and proposed access, driveways, parking and loading areas on or adjacent to the site.
21. Proposed solid waste disposal facilities and outdoor storage areas.
22. Proposed buffers and greenspace.
23. Proposed development schedule.

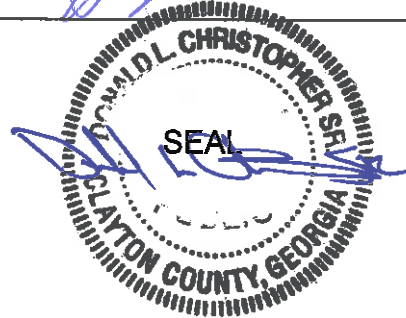
The City may require submission of additional information as may be useful in understanding the proposed use and development of the property.

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

Date: 3-11-16

Signed: [Signature]

Notary: Donald Lynn Christopher Sr  
11404 Rindmac Ln  
Union City, GA 30228  
7-36 6319



**FOR OFFICE USE ONLY:**

Date Received: 03/11/2016 Received By: R Clark

Fee Amount Enclosed: \$ 700.00

Public Notice Sign Posted (Date) 03/23/16

Legal Ad Submitted (Date) 03/24/16

Legal Ad Published (Date) 03/26/16

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

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

Permit Issued \_\_\_\_/\_\_\_\_/20\_\_\_\_

Comment:

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Attachment: Conditional Use Application #16CU-003 - Affordable Cars R Us (16CU-03 : Affordable Cars R Us)

### PROPERTY OWNER'S AUTHORIZATION

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

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

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

PROPERTY OWNER:

Homer Boney  
PRINT NAME

[Signature] 3-11-16  
SIGNATURE/DATE

APPLICANT:

Homer Boney  
PRINT NAME

[Signature] 3-11-16  
SIGNATURE/DATE

NOTARY:

[Signature] 3-11-16  
SIGNATURE/DATE



Attachment: Conditional Use Application #16CU-003 - Affordable Cars R Us (16CU-03 : Affordable Cars R Us)



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

**Agenda Item #**

**11.F**

**- F**

**COUNCIL MEETING DATE**

April 11, 2016

**Requesting Agency (Initiator)**

Police

**Sponsor(s)**

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

Council to consider approval to make South Main Street at College Street, Northbound, no right turn on red.

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

All Modifications to Traffic Enforcement Require City Council Approval

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

Yes Transportation Infrastructure

**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 many years there has existed a traffic congestion problem at the major intersection of South Main St @ College and South McDonough St., Key St. and Jodeco Rd. In order to reduce congestion and increase traffic flow, Chief Allen is making the recommendation that the Northbound traffic on South Main St. be prevented from making a right turn on red at College St., turning right across the railroad tracks. By doing so, this will enable traffic on Jodeco Rd. and South McDonough to continue to flow. Study and observation has been conducted over the past two months by Chief Allen and one complaint from a citizen has been received regarding this issue. Based on the observations and traffic control expertise of Chief Allen it has been concluded that this is the most feasible method for reducing traffic congestion at this interchange.

Chief Allen is requesting a modification to the traffic enforcement ordinance prohibiting a right turn on red for northbound traffic on South Main St.

**Fiscal Impact**

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

N/A

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

- No right turn 2

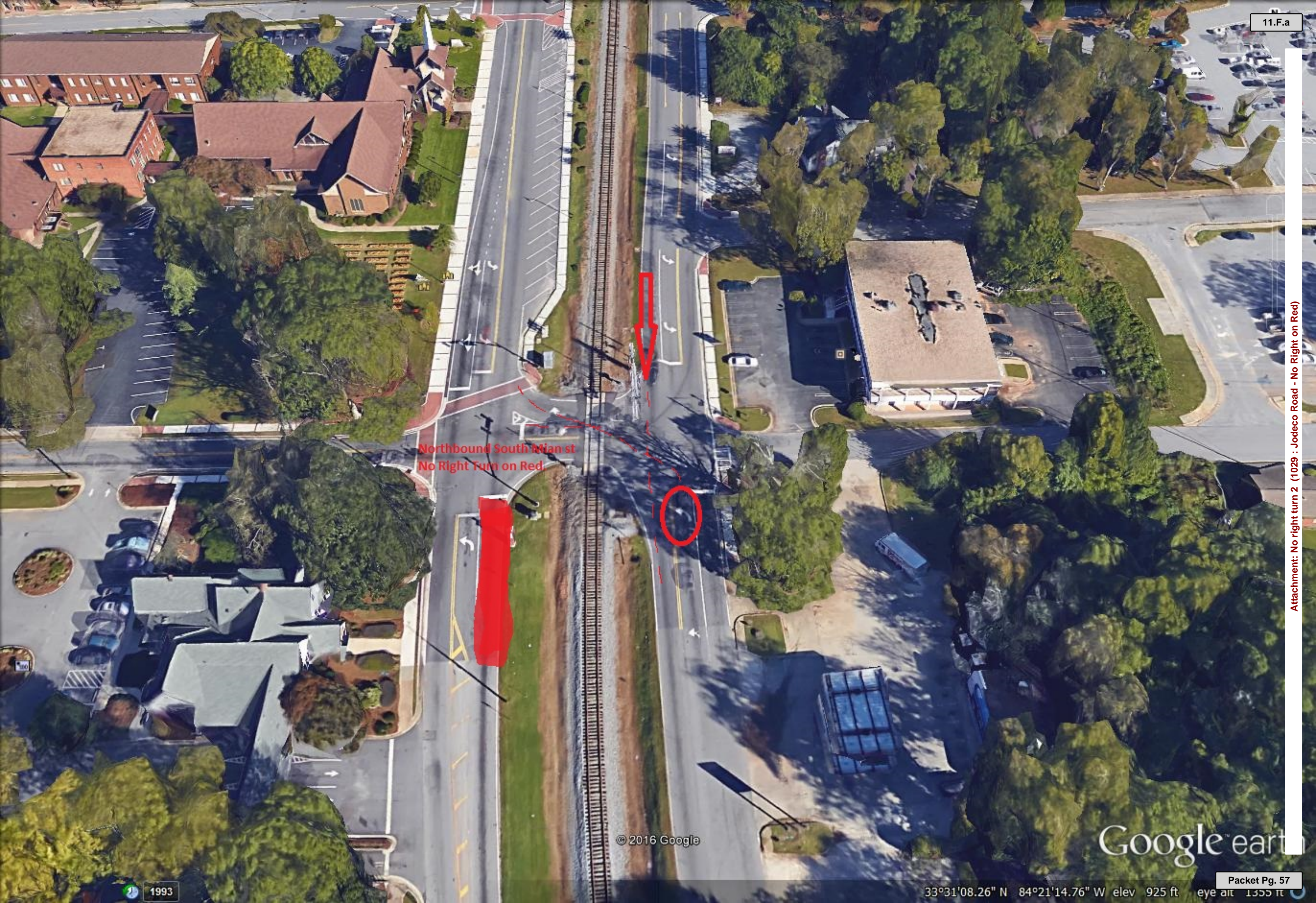
**Staff Recommendation** *(Type Name, Title, Agency and Phone)*

Approval

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

<b>Typed Name and Title</b> Ricky Clark, City Clerk	<b>Date</b> April, 11, 2016	<b>04/04/16</b> <b>ITEM</b> <b>04/11/16</b>	<b>City Council</b> <b>Next: 04/11/16</b> <b>City Council</b>	<b>CONSENT AGENDA</b> <b>ADOPTED</b>
<b>Signature</b>	<b>City Clerk's Office</b>			





Northbound South Mian st  
No Right Turn on Red

© 2016 Google

Google earth





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

**Agenda Item #**

**11.G**

**- G**

**COUNCIL MEETING DATE**

April 11, 2016

**Requesting Agency (Initiator)**

Office of the City Clerk

**Sponsor(s)**

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

Council to consider Ordinance #2016-006 amending the Code of Ordinances, City of Jonesboro, Georgia by inserting new subsections (4), (5), and (6) to Section 58-42, Definitions, of Article II of Chapter 58, Parades, Special Events, Etc., amendment to Chapter 58 – Parades, Special Events to add Section 58-59 – Alcohol Sub Permit.

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

All Amendments to the Code of Ordinances, Must be Approved by Mayor & Council Prior to Codification.

**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.)*

This report is being prepared in response a request from several Councilmembers that the issue regarding alcoholic beverages at Lee Street Park be addressed. In addition, the Chief of Police has requested that guidelines be established to regulate alcoholic beverages at City parks. Currently, our City Ordinance preempts the consumption/possession of alcohol beverages while walking, standing or otherwise occupying any public Street, road, or highway, sidewalk adjacent thereto, public park, or public parking lot. By adoption of this amendment, the City will in fact regulate the serving, consumption, and sale of alcoholic beverages at Lee Street Park.

Staff requests that Lee Street Park be deemed as the only park in which alcohol is allowed and/or permitted.

**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.)*

•

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

**Approval**

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

<b>Typed Name and Title</b> Ricky Clark, City Clerk	<b>Date</b> April, 11, 2016	<b>04/04/16</b> <b>ITEM</b> <b>04/11/16</b>	<b>City Council</b> <b>Next: 04/11/16</b> <b>City Council</b>	<b>CONSENT AGENDA</b> <b>APPROVED</b>
<b>Signature</b>	<b>City Clerk's Office</b>			

**STATE OF GEORGIA****CITY OF JONESBORO****ORDINANCE NO. 2016-006**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF JONESBORO, GEORGIA, BY AMENDING CHAPTER 58, PARADES, SPECIAL EVENTS, ETC.; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

**WHEREAS**, the City finds that an ever-increasing number of demands are being made upon city resources and infrastructure by applications to hold Special Events on the City streets, sidewalks, and parks; and

**WHEREAS**, the City desires to promote and encourage events for the greater good and cultural diversity of the City; and

**WHEREAS**, in an effort to attract festivals, concerts and other outdoor functions at Lee Street Park, the City recognizes the ever-growing need to allow, within statutory confinements, the use/sale of beer, wine and distilled spirits; and

**WHEREAS**, the City desires to amend its Special Events Ordinance as codified in Chapter 58, Parades, Special Events, Etc., of the Code of Ordinances, City of Jonesboro, Georgia, by defining the terms “Sub-Permit,” “Outdoor Festival,” and “Lee Street Park,” and adding a Section 58-59 regulating Sub-Permits for Alcoholic Beverages; and

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

**BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF JONESBORO, GEORGIA**, and by the authority thereof:

**subsections (4), (5), and (6) to Section 58-42, Definitions, of Article II of Chapter 58, Parades, Special Events, Etc., to read as follows:**

“(4) The term “Sub-Permit” shall mean any permit or written approval that authorizes some component of an outdoor event, such as, but not limited to, an electrical permit or a permit to serve alcoholic beverages.

(5) The term “Outdoor Festival” shall mean an Special Event that occurs outdoors, for which a city permit is obtained, that occurs at the Lee Street Park. Such term shall not include events that occur on the pavilion or playground of the Lee Street Park.

(6) The term “Lee Street Park” shall mean the city-owned park located at 155 Lee Street, Jonesboro, Georgia 30236.”

**Section 2. The Code of Ordinances, City of Jonesboro, Georgia is hereby amended by inserting a new Section 58-59 to be entitled “Alcohol Sub-Permit,” to immediately follow the already-existing Section 58-58, Enforcement and Penalties, of Article II of Chapter 58, Parades, Special Events, Etc., to read as follows:**

“Sec. 58-59 – Alcohol Sub-Permit.

- (a) Notwithstanding Sec. 6-6 of this Code, alcoholic beverages may not be consumed, served or sold upon city property unless the host of an approved Outdoor Festival is issued a Sub-Permit to serve alcoholic beverages (“Alcohol Sub-Permit”).
- (b) Only a person or business holding a city-issued license for retail consumption on the premises and a state-issued retail consumption dealer license may be issued an Alcohol Sub-Permit.
- (c) If an applicant for an Alcohol Sub-Permit (or the person or business who will be selling or serving alcoholic beverages on behalf of the applicant), at the time of application, holds a city-issued license for retail consumption on the premises, the applicant shall complete and submit an Alcohol Sub-Permit application to the City Clerk simultaneously with the Outdoor Festival application. Notwithstanding the due date of the Outdoor Festival application, the Alcohol Sub-Permit application must be submitted to the City Clerk no later than thirty (30) days prior to the Outdoor Festival.
  - (1) Following the receipt of such application, the City Clerk shall prepare the Alcohol Sub-Permit application for approval by Mayor and Council. Mayor and Council shall be the sole decision-maker of whether to issue an Alcohol Sub-Permit.
  - (2) The fee for an Alcohol Sub-Permit shall be three hundred and fifty dollars (\$350.00) per day per fixed location where alcoholic beverages are being served.
- (d) If an applicant for an Alcohol Sub-Permit (or the person or business who will be selling or serving alcoholic beverages on behalf of the applicant) does not hold, at the time of application, a city-issued license for retail consumption of alcoholic beverages on the premises, such applicant (or the person or



business who will be selling or serving alcoholic beverages on behalf of the applicant) must either obtain prior to the service of alcohol at such Outdoor Festival a state-issued retail consumption dealer license. Further, the applicant must provide the city with a copy of said license no later than three (3) business days prior to the Outdoor Festival.

- (d) The Alcohol Sub-Permit must be displayed at the approved event site and must be made available upon request of any city representative.
- (d) Persons attending any Outdoor Festival where alcoholic beverages are being served or sold are subject to park rules, state law, and county and city ordinances. All laws are strictly enforced. Offenders are subject to ejection from the park and/or prosecution.
- (e) Glass containers shall not be allowed in Lee Street Park.
- (f) Alcohol Sub-Permits shall only be issued for Lee Street Park.”

**Section 3.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 4.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

effect.

**Section 5.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

**Section 7.** The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

**ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**JOY DAY**, Mayor

**ATTEST:**

\_\_\_\_\_  
**RICKY L. CLARK, JR.**, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**STEVE FINCHER**, City Attorney



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

**Agenda Item #**

**11.H**

**- H**

**COUNCIL MEETING DATE**

April 11, 2016

**Requesting Agency (Initiator)**

Office of the City Clerk

**Sponsor(s)**

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

Council to consider entering into an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) supplement grant study for the approve Jonesboro LCI area; and to consider accepting the \$80,000 LCI grant and approving a \$20,000 local funding match from the FY' 16 Budget; and to consider authoring the Mayor to execute all necessary contract documents for this project.

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

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

**Yes** **Economic Development**

**Summary & Background**

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

**NEED/IMPACT**

To consider entering into an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) supplemental grant study for the

On February 29, 2016, the Atlanta Regional Commission awarded \$80,000 to the City of Jonesboro for the Livable Centers Initiative Study Grant. This plan seeks to create a sustainable, walkable, mixed use within the LCI study area. The City and ARC anticipate the following outcomes from the study to be:

- A tool to inform current and future stakeholders about The City of Jonesboro vision and goals for Downtown area.
- Assist the City Council in identifying and prioritizing public investment initiatives in the district;
- Provide marketplace data regarding retail service, commercial and residential capacity of the Downtown area
- Assist with strategy and policy development;
- Assist developers in gaining an understanding of the type, scale, design and location of desired development;
- Establish a development framework for site-specific redevelopment opportunities;
- Develop policies related to the City of Jonesboro role in economic development activities; and establish a basis for land use and zoning policies reflecting community desires.

It should be noted that the ARC would like for recipients to select and award LCI consultant contracts in a timely manner. To that end, staff released the RFP on March 14, 2016. Proposals are due by April 8, 2016. All submittals will be reviewed by the Review Committee and a recommendation of Consultant Selection will be made to the City Council.

**RECOMMENDATION(S)**

- Approve entering into an Agreement with the Atlanta Regional Commission (ARC) for a Livable Centers Initiative (LCI) study; and

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

<b>Typed Name and Title</b> Ricky Clark, City Clerk	<b>Date</b> April, 11, 2016	<b>04/04/16</b> <b>ITEM</b> <b>04/11/16</b>	<b>City Council</b> <b>Next: 04/11/16</b> <b>City Council</b>	<b>CONSENT AGENDA</b> <b>ADOPTED</b>
<b>Signature</b>	<b>City Clerk's Office</b>			

- Accept the \$80,000 grant and approve a \$20,000 local match from the FY' 16 Budget (Line Item #52.1230 – Budget Approved Amount - \$50,000.
- Authorize the Mayor to execute all necessary documents and contract pertaining to this project.

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

- 20% Local Match – Approved FY' 16 Budget (Line Item #52.1230)

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

- RES 2016-07 - LCI Contract Approval
- LCI - Subgrant Agreement
- RFP - LCI

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

STATE OF GEORGIA  
CITY OF JONESBORO

RESOLUTION NO. 2016-07

**A RESOLUTION OF THE CITY OF JONESBORO MAYOR AND COUNCIL TO ACCEPT THE LIVABLE CENTERS SUPPLEMENT GRANT AND TRANSMIT THE FINAL DOCUMENT TO THE ATLANTA REGIONAL COMMISSISON, AND FOR OTHER PURPOSES.**

**WHEREAS**, The City of Jonesboro, Georgia (hereinafter referred to as the "City") is a Municipal Corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, the LCI program encourages local jurisdictions to plan and implement strategies that link transportation improvements with land use development strategies to create sustainable, livable communities consistent with regional and local development policies; and

**WHEREAS**, LCI program demonstrates a range of ideas and plans to achieve connecting homes, shops and offices, enhancing streetscapes and sidewalks emphasizing the pedestrian, improving access to transit and other transportation options, expanding housing options; and

**WHEREAS**, the LCI program provides funds for community level planning efforts, as well as money to implement transportation elements identified in these local plans ; and

**WHEREAS**, the LCI study requires matching funds and the selection of a consultant through Request for Proposal (RFP0 to manage the project; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR & CITY COUNCIL OF THE CITY OF JONESBORO, GEORGIA**, that the City of Jonesboro accept the LCI study in its entirety, and authorizes the Mayor to execute all documents necessary to transmit to the Atlanta Regional Commission.

**BE IT FURTHER RESOLVED**, that any and all resolutions, or any part thereof in conflict with this resolution are hereby appealed. This resolution shall be effective immediately upon its adoption.

**PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 11th day of April, 2016.**

**Attest:**

**CITY OF JONESBORO, GEORGIA**

\_\_\_\_\_  
**JOY B. DAY, Mayor**

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

Attachment: RES 2016-07 - LCI Contract Approval (1031 : LCI Study Contract)



ARC Contract Number  
UP \_\_\_\_\_

## SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the \_\_ day of \_\_\_\_\_, 2016, by and between the City of Jonesboro, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION, (hereinafter referred to as "ARC").

### WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant(hereinafter referred to as the "Grant Contract") from the United States Department of Transportation through the Georgia Department of Transportation (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies"); and

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The effective date of this agreement is \_\_\_\_\_. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before August 31, 2017.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof.
5. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to, correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to

Attachment: LCI - Subgrant Agreement (1031 : LCI Study Contract)

designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, the ARC Executive Director hereby designates the ARC Director of Livable Communities as his agent, except for changes and terminations of this agreement.

6. Review and Coordination. To ensure adequate assessment of the Subgrantee's Project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Subgrantee shall be given reasonable written notice of such meetings.

7. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to designated representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work.

8. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for at least seven years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

9. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the immediately preceding twelve-month period, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement without the express prior written approval of ARC.

10. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his designated agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

11. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the



Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

**12. Rights in Documents, Materials and Data Produced.** For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

**13. Data and Software Licensing.** During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-contractors to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-contractors shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-contractor's computer systems will be removed.

**14. Publicity.** Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.

**15. Employees' Rate of Compensation.** The rate of compensation for work performed under this Project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

**16. Financial Reports.** In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC

may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

17. Insurance. Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices; including, at least, Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

18. Audits. The Subgrantee shall cause audits to be accomplished in compliance with OMB Circular A-133, as amended. Copies of all reports resulting from said audits shall be furnished to ARC no later than thirty calendar days after they are received by the Subgrantee.

19. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

20. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

21. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.

22. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

23. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's

Executive Director or his designated agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Director or his designated agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Director or his designated agent, the Subgrantee shall provide ARC with such documentation as ARC's Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

24. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

25. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.

26. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), 2 CFR Parts 200, 215, 220, 225 and 230 (as applicable), Executive Order 12372, U.S. Office of Management and Budget Circular No. A-133, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1-15.2, or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or Project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

(a) It possesses legal authority to apply for this agreement, and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

(b) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and

qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

(c) It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

(d) It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

(e) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(f) It will cooperate with ARC in assisting the Concerned Funding Agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.



(g) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

(h) For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision used in the accomplishment of this Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.

(i) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(j) It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR 60).

(k) It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

## 27. Certifications.

(a) Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

(b) Debarment and Suspension. Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

(c) Drug-Free Workplace. Subgrantee agrees and hereby certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing this requirement through to lower tier contractors.

(d) Subgrantee agrees and hereby certifies that it will comply with Georgia Security and Immigration Compliance requirements at O.C.G.A. § 13-10-91.

28. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

29. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.

30. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.

31. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing, to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

32. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.

33. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are not cancelable.

34. Unexpended Funds. Upon termination of this agreement for any reason, the Subgrantee shall immediately refund to ARC any balance of unearned or unobligated (unencumbered) cash advanced to the Subgrantee under this agreement.

35. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

CITY OF JONESBORO

\_\_\_\_\_

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

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

ATTEST:

ATLANTA REGIONAL COMMISSION

\_\_\_\_\_  
ARC Assistant Secretary

By: \_\_\_\_\_  
Executive Director

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

Attachment: LCI - Subgrant Agreement (1031 : LCI Study Contract)



## ATTACHMENT A

### Scope of Work

**I. General:** The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) subelement:

602 CAS - Livable Centers Initiative Investment Policy Studies (LCI)

**II. Area covered:** All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects within the Jonesboro LCI area.

**III. Goal:** The Atlanta Metropolitan Transportation Planning Area is included in a non-attainment area for ozone under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program.

#### **IV. Work Tasks:**

The City of Jonesboro will prepare a major update to their existing LCI study. The purpose of this update is to keep the LCI plan relevant and produce new recommendations for implementation. The overall intent of the LCI plan should not change and updated goals, policies and action strategies must remain consistent with the LCI program goals.

The City and ARC anticipate the following outcomes from the study to be:

- A tool to inform current and future stakeholders about The City of Jonesboro vision and goals for Downtown area.
- Assist the City Council in identifying and prioritizing public investment initiatives in the district;
- Provide marketplace data regarding retail service, commercial and residential capacity of the Downtown area
- Assist with strategy and policy development;
- Assist developers in gaining an understanding of the type, scale, design and location of desired development;
- Establish a development framework for site-specific redevelopment opportunities;
- Develop policies related to the City of Jonesboro role in economic development activities; and
- Establish a basis for land use and zoning policies reflecting community desires.

The work to be accomplished under this contract is divided into the following tasks:

### **Task 1 – Existing Plan Assessment**

The sponsor will conduct a thorough review and assessment of the existing LCI plan and any subsequent updates. The focus of the assessment will include, at a minimum, the following:

- Review the most recent LCI 5-year action plan and identify the status of each item listed (use ARC template)
- Review the recommendations and proposals of all other non-LCI plans and each item's status or relevancy
- Review existing plans' proposals for future land uses, development, zoning, transportation and public facilities and compare to conditions "on the ground" today.
- Conduct additional technical analysis on targeted subareas that have changed significantly since the last plan update, may include traffic analysis, walkability assessment,
- Identify issues in reaching full LCI plan consistency with local development regulations and other obstacles to plan implementation.

### **Task 2 – Market Analysis**

Prepare a market or fiscal feasibility analysis that supports the plan recommendations and ensures the proposed plan is realistic.

The focus of the assessment will include, at a minimum, the following:

- Level of market opportunity and depth by land use and product type (i.e. how much and what type of retail is needed, overbuilt, etc.)
- Demand and feasibility assessment for retail, office, and industrial within the LCI area and assessment of competing retail, office, and industrial districts to the LCI area.
- Identify best practice and/or new development incentives or financing mechanisms for including public and private sources of funding.
- Identify market potentials for Downtown area with respect to the following market segments: retail, dining/entertainment, personal and professional services, office, housing.
- Quantify future demand for the market segments listed above over a defined time horizon (five to ten years) in terms of nonresidential square footage and number of housing units by housing type.
- Identify an optimal tenant mix for Downtown area, including recommendations for geographically clustering mutually supporting uses, if relevant.
- A written description of past absorption trends within Downtown area for the various market segments being studied.
- A written projection of future absorption trends quantified by square footage and housing units within Downtown area for the various market segments being studied. This may include a contextual comparison to downtown development trends nationwide.
- Recommended interventions to promote business and housing development. Examples of potential interventions to be explored include financial incentives from the City, special districts, marketing materials and strategies for recruitment efforts, and general improvements tied to physical and social issues (parking, lighting, public safety, etc.).

- Define primary, secondary and potentially tertiary trade areas. Trade areas should be identified with consideration of population, proximity to other competing business districts, destination attractions, traffic patterns, drive times, retail mix, store sizes and sales volumes, and actual customer data. Data derived from actual customer spending in the City of Jonesboro is preferred.
- Develop customer profiles, the customer profile information should include detailed demographics, lifestyle segmentation data, actual customer spending habits, and any other information deemed pertinent by the selected contractor.
- An analysis of the trade areas should be completed to identify new potential customers and additional market sales potential derived from the customer profile data and actual market supply and demand data.

### **Task 3 – Public Input**

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled citizens. The Subgrantee will identify all stakeholders and facilitate their involvement in the study process. These tasks will be documented through meeting notices, meeting summaries and other written communications. Responses and acknowledgement of public comments will be addressed in the study reports. The public involvement process shall, at a minimum, include the following components:

- *Project Management Team*  
The Subgrantee shall establish a Project Management Team that includes a representative from the Subgrantee, the consultant, and ARC. This team shall meet or hold a conference call monthly to discuss the study progress and advise on public involvement and other planning process issues.
- *Core Team*  
A core team shall be established that includes the members of the Project Management Team along with a representative from key stakeholder groups in the study area. The Core Team must include representatives from relevant state, regional and local government departments responsible for land use planning, transportation and housing (including applicable housing authorities/agencies). Representatives from non-profit organizations that provide services in the study area should also be included on the Core Team. It is the intent that the LCI plan will also serve as the Comprehensive Plan for the City of Hapeville, therefore the Core team shall meet the standards identified in the Minimum Standards and Procedures of Local Comprehensive Planning.

This team shall, at a minimum, meet prior to each of the general public meetings (not necessarily on the same day) described below. The key responsibility of the Core Team is to review and comment on materials to be presented at public meetings, help advertise meetings, and distribute information to the larger community.

- *General Public Meetings*  
During the study process, the Subgrantee shall make a reasonable effort to involve all stakeholders in the study area, including property owners, residents, business owners and

employers/employees. The public involvement process should include a variety of methods, times, and techniques to reach the broadest range of stakeholders possible (i.e. workshops, charrettes, forums, surveys, open houses, etc). The Project Team and Core Team must be notified of all meetings taking place.

A minimum of three (3) **General Public Meetings**, in a format determined by the project team,. The following topics/milestones should be covered by the public meetings (at a minimum):

- Provide overview of study process, the goals of the study, key dates, and opportunities for public input.
  - Solicit opinions on goals and objectives of the study, and needs, strengths, weaknesses, opportunities and threats in the study area.
  - Review preliminary findings, present draft plan and gather comments.
  - Seek approval for final plan documents.
- ***Final Plan Review and Transportation Coordination Meeting***  
A transportation project coordination meeting, and final plan review by ARC, is required to be conducted prior to finalizing the LCI plan recommendations. A single combined meeting can be held in lieu of two separate meetings if feasible. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (such as GDOT, MARTA, City Public Works, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

#### **Task 4 – Updated Concept Plan**

Review the existing plan and update the goals, policies and action strategies based on the findings of Task 1, 2, and 3 along with changing conditions/priorities in the community. Prepare a detailed development concept plan. At a minimum, this study will assess and update the subject area's current land use patterns, transportation patterns and urban design elements, including pedestrian, bicycle and transit access; access to jobs, retail and neighborhood services; diversity of dwelling types; and design for healthy living and social interaction. This analysis should be coordinated with other completed studies, programs, developments and organizations. At a minimum, this study will evaluate and address the following information:

1. Existing conditions, land uses, zoning, transportation facilities, previously completed plans and studies, permitted developments and projects in the pipeline.
2. Development concept plan, land use and policy proposals that address:
  - a) Efficiency/feasibility and mix of land uses appropriate for future growth including new and/or revised land use regulations needed to complete the development program.
  - b) Mixed-income housing, job/housing match and social issues
  - c) Potential Station Location(s) for future transit investments
3. Transportation assessment and recommendations which include:
  - a) Transportation demand reduction measures.

- b) Internal mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security of all modes.
  - c) Continuity of local streets in study area and extension of the street grid.
4. Implementation strategy that has the support of the community and public and private stakeholders, and addresses community organization, management, promotion, and economic restructuring to ensure implementation.

#### **Task 5 – Prepare Project Deliverables**

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order):

- **Summaries of the plan development process:**
  - a) A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
  - b) A description of the public participation process used to achieve a community-supported program of improvements.
- **Existing conditions summary, including:**
  - a) Maps, concept illustrations, and other graphic representations to support the plan including (but not limited to): the study area, existing land use, future land use, existing transportation facilities, and proposed transportation improvements.
  - b) Existing and projected population and employment data, including the following:
  - c) Number of existing and anticipated housing units and population
  - d) Distribution of proposed housing units by type
  - e) Number of existing and anticipated jobs
  - f) Square feet of future non-residential development
- **Market/Fiscal Feasibility Analysis:**

Include a summary of the market study findings in the planning document and executive summaries, and provide the full market/fiscal feasibility report as an appendix.
- **Implementation Strategy:**
  - a) Describe the organizational structure and process that will be used to ensure the action plan items are implemented, in collaboration with the Clayton County and MARTA. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support from local elected officials, citizens and businesses.
  - b) A 100-day Action plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success.



- c) An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.
- **Five-year Implementation Plan (aka Schedule of Actions):** Using the “5 Year Implementation Plan” template provided by ARC, create a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include estimated start date, completion date, cost estimate and responsible party. This short term implementation plan should include specific actions that implement the LCI plan, including, but not limited to:
  - a) A prioritized description of transportation improvement projects (local, state and federal) that will support the study area goals;
  - b) Description of housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area; and,
  - c) A description of the changes necessary within the comprehensive plan, zoning ordinance, development regulations or other locally adopted plans or policies to support the concept plan, including a committed schedule for adopting such changes.
- **Format of Final Deliverables:**
  - One (1) printed copy of the complete final report and appendices (8.5”x11”)
  - PDF file of Final Report and all appendices
  - The 5-Year Implementation Plan in Excel using the ARC template.
  - All electronic files in their original formats (e.g. MS Word, Excel, InDesign, etc.) with supporting graphics and GIS shape files.

**EXHIBIT A-1**  
**Jonesboro LCI Study Area**



Attachment: LCI - Subgrant Agreement (1031 : LCI Study Contract)

## ATTACHMENT B

### Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment A”) is \$100,000. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$80,000. All costs in excess of \$80,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate”, which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10<sup>th</sup> of the following month. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Executive Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee’s final invoice and summary document (as described in “Attachment A, Task 4 – Prepare Project Deliverables”) must be received by ARC no later than ten days after the project



completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$80,000 and that the Subgrantee expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Executive Director hereby designates ARC's Director of the Center for Livable Communities, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments hereto.

**EXHIBIT B-1****Budget Estimate**

Task 1 – Existing Conditions	\$10,000
Task 2 – Market Analysis	\$15,000
Task 3 – Public Involvement	\$22,500
Task 4 – Implementation Plan	\$32,500
Task 5 – Deliverables	<u>\$20,000</u>
<b>Total Cost</b>	<b>\$100,000</b>
ARC Share (80%)	\$ 80,000
Local Share (20%)	\$ 20,000

\* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Center Director.

CITY OF JONESBORO  
Requests for Proposal  
Livable Centers Initiative Major Update  
RFP #16-003



Consultant Proposals will be received at the City of Jonesboro, City Clerk Office, 124 North Avenue, Jonesboro, GA 30236, no later than 12 p.m. EDT, April 8, 2016. This RFP will be advertised via email, the Clayton News Daily and posted to the City's website [www.jonesboroga.com](http://www.jonesboroga.com). All interested parties must comply with and provide proof of all local, county & state licensing requirements.

The City of Jonesboro reserves the right to accept or reject any or all Submittals and award in the best interest of the City.

All submittals will be reviewed by the Review Committee and a recommendation of Consultant Selection will be made to the City Council. The guidelines for your proposal are included in the following pages.

March 14, 2016

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## I. General Instructions

1. All Submittals must be delivered to the City of Jonesboro, City Clerk, 124 North Avenue, Jonesboro, GA 30236, no later than the time and date indicated in the Request for Proposals. Any Submittals received after that time will not be considered for award.
2. The City of Jonesboro reserves the right to waive any and all technicalities, formalities or irregularities. The City may reject the Submittals of any Consultants that have previously failed to perform properly or complete on time, contracts of a similar nature. Submittals by a Consultant that, in the sole opinion and discretion of the City of Jonesboro, is not in the position to fulfill the contract may also be rejected.
3. All Consultants shall provide appropriate proof of a current and valid occupational license issued by an agency from within the State of Georgia or one of the contiguous United States.
4. Project funding has been provided through a federal grant from the Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI) Supplemental Study program. The City of Jonesboro is providing the required local matching funds for the ARC Grant. The committed budget for all six elements of the project's scope of work is \$100,000. The project must be complete no later than June 30, 2017; however, earlier completion is desirable.

## II. Introduction

The City of Jonesboro is the county seat for Clayton County and is a member of the ten-county Atlanta Regional Commission. The City is located approximately fifteen miles south of Atlanta and approximately twelve miles from Hartsfield-Jackson Atlanta International Airport. Jonesboro encompasses approximately 1728 acres (approximately 2.7 square miles). The City's population of 4,724 as reported by the 2010 U.S. Census, ranks it fifth amongst Clayton County seven municipalities. The City has completed numerous planning studies including its 2002 LCI Plan & recent adoption of its Comprehensive Plan. The City seeks to update this existing study by reassessing the feasibility and sustainability of land uses and development recommended in the original plan for the historic downtown district. The area of focus for this LCI includes the following focus areas, as shown in the attached map, Appendix A.

- **Historic Downtown District** – This is the downtown district which includes residential, office and retail land uses. The downtown district includes commercial vacancies as well as opportunities for residential redevelopment. Further, the downtown district lends itself to being a site for future commuter rail/rapid transit plans.

## III. Scope of Work

See Appendix B for the complete scope of work. The scope of work will involve five major tasks:

Task 1 – Existing Plan Assessment

Task 2 – Market Analysis

Task 3 – Public Input

Task 4 – Update Concept Plan

Task 5 - Prepare Project Deliverables

The consultant shall furnish all labor, materials and services required to conduct a complete Livable Centers Initiative (LCI) study as specified in Appendix B. The selected firm must show that it can conduct the study and deliver its results and recommendations, including the list of deliverables on or before February 1, 2017.



The final product shall include:

- One (1) printed unbound copy of the complete final report and appendices (8.5"x11")
- Eight (8) bound color copies of the complete final report and appendices(8.5"x11").
- PDF file of Final Report and all appendices
- The 5-Year Implementation Plan in Excel using the ARC template.
- All electronic files in their original formats (e.g. MS Word, Excel, GISArc, etc) with supporting graphics and GIS shape files.

#### **v. Schedule**

- Consultant Selected- 4/22/16
- Executed Consultant Contract & Study Commences- 5/11/16
- Study Complete- 2/1/17
- Study Adopted by Mayor and Council -3/13/17
- Final Invoice and Study Documents- 4/03/17

#### **vi. Proposal Response Guidelines**

Six (6) copies of the written proposal, limited to a maximum of 20 pages, shall be submitted to the City of Jonesboro, 124 North Avenue, Jonesboro, GA 30236 Re: RFP-LCI no later than 12:00 pm local time, on April 1, 2016. The City cannot be responsible for the lack of receipt of proposals by the date and time specified. Proposals shall include the following information:

1. Title Page - List the RFP subject, the name of the firm, address, telephone number, name of contact person and the date.
2. Letter of Transmittal - Make a positive commitment to perform the required work within the time period. Also, give the name(s) of the person(s) who will be authorized to represent the firm, their title, and telephone number.
3. Qualifications
  - a. Name, address and telephone number of the firm's owners, and full information about the corporate structure of the submitting firm.
  - b. Location of the firm's primary place of business for legal purposes and any subsidiary offices, years of business, and types of services offered.
  - c. Names and qualifications of personnel to be assigned to the project.
  - d. Description of similar project experience and the names, addresses, and telephone number of owners for all projects described (references will be checked).
  - e. Curriculum vitae of principal associates and key personnel proposed to have primary responsibility for the project.
  - f. Current and projected workload, including a list of all projects contracted for or anticipated.

- g. Indicate your understanding of the scope of work by describing your firm's approach, including specific illustrations of the procedures to be followed.
- h. Tell us about your firm's experience, background, staff capabilities, and examples of work, where your work will actually take place and why the City should hire your firm.
- 4. Project History and References
  - a. Provide complete project history for minimum of four (4) similar projects
- 5. Proposed contract fees shall be submitted containing a schedule of the estimated man-hours required and are to be broken down by type of personnel to be used for the proposed services.
  - a. Breakdowns are to be shown separately for each item listed under "Scope of Work". Overhead factors and other multipliers shall be identified.
  - b. The consultant shall be responsible for all required resources to include but not limited to computers, surveys, outside consultants, etc.
  - c. While cost will not be the sole determining factor, cost will be considered.
  - d. A list, with exact case name, number and court of all lawsuits in which the consultant or affiliated firm is, or has been involved in, over the last ten (10) years, as well as a list of all settlements or arbitrations in which the firm was involved during the same period.
- 6. Any additional information that will allow the City to accurately evaluate the firm's capability.

## VII. Evaluation Procedure

The City of Jonesboro will review and evaluate proposals based on the following factors:

- a. Qualifications of the firm to perform the required services, the key personnel to be assigned to perform the services, and the results oriented track record of the firm.
- b. Prior experience of the firm in completing work of this nature.
- c. The firm's understanding the City of Jonesboro's professional service needs, the firm's ability to meet those needs in a cost effective manner, and the consultants proposed approach to meeting the City's needs.
- d. The firm's familiarity with City of Jonesboro and its capability to meet the City's needs in a responsible and timely manner.
- e. The overall structure, content, and quality of the proposal.
- f. The cost of completing the project.

The evaluation scoring system is outlined below.

- a. Consultant's understanding and approach to the City's required tasks and needs as demonstrated in the Consultant's response to the scope of services. (25 points)
- b. Consultant's experience with similar projects comparable in type, size, and complexity. (25 points)
- c. Qualifications of the Consultant's staff assigned to perform the work with this project. (20 points)
- d. Demonstrated ability of the Consultant to perform high quality work, to control costs, and meet project schedules. (20 points)
- e. Consultant's past performance on projects with the City. (5 points)

- f. Cost to complete the project (5 points)

### **VIII. Award of Contract**

A Selection Committee will review all proposals submitted pursuant to this RFP. The Selection Committee will score all firms on the information submitted and will compile a ranking of those firms. After all ratings are completed, the Committee will provide the rankings with its Recommendation for Award to the City Council, which will make the final decision as to contract award.

### **IX Additional Information**

#### **A. Questions:**

There will be no pre-proposal conference. All questions or request for additional information must reference RFP 16-002 Livable Centers Initiative Major Plan update and must be submitted by email or in person before 12 noon, March 28, 2016 to: [rclark@jonesboroga.com](mailto:rclark@jonesboroga.com)

All questions and answers will be posted as Addendums to the RFP on the web site noted above. After the RFP is issued, no contact will be permitted with any other City staff members or elected officials, except through the City Clerk and/or Mayor . The phone number for the City Clerk is 770-478-3800.

#### **B. Addenda**

Addenda may be issued in response to changes in the RFP. Addenda must be acknowledged by signing and returning the Addendum Form to be included in the Proposal. Failure to properly acknowledge any Addendum may result in a declaration of non-responsiveness by the City. All Addendums issued for this project may be found on the city's web the website noted above.

#### **C. Right to Cancel or Change RFP**

The City reserves the right to cancel any and all RFPs where it is determined to be in the best interest of the City to do so. The City reserves the right to increase, reduce, add or delete any item in this RFP as deemed necessary.

#### **D. Expenses of Preparing Responses to this RFP**

The City accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

#### **E. Georgia Security and Immigration Compliance**

In compliance with the Georgia Security and Immigration Compliance Act of 2006 (Act 457), Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91), all CONSULTANTS must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to CONSULTANT and Sub CONSULTANT stating affirmatively that the CONSULTANT and any Sub CONSULTANTS are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP and must be signed and provided with the submittal.

## City of Jonesboro, Georgia

### CONSULTANT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned CONSULTANT verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Jonesboro has registered with and is participating in a federal work authorization program. As of the effective date of § 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603) ; in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

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

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

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Office or Agent

Subscribed and sworn before me on this, the \_\_\_\_\_

day of \_\_\_\_\_, 2016

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

My commission expires: \_\_\_\_\_

**City of Jonesboro, Georgia**

**SUB CONSULTANT AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned CONSULTANT verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Jonesboro has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603) ; in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

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

\_\_\_\_\_  
By: Authorized Officer or Agent of Sub Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Office or Agent of Sub Consultant

Subscribed and sworn before me on this, the \_\_\_\_\_

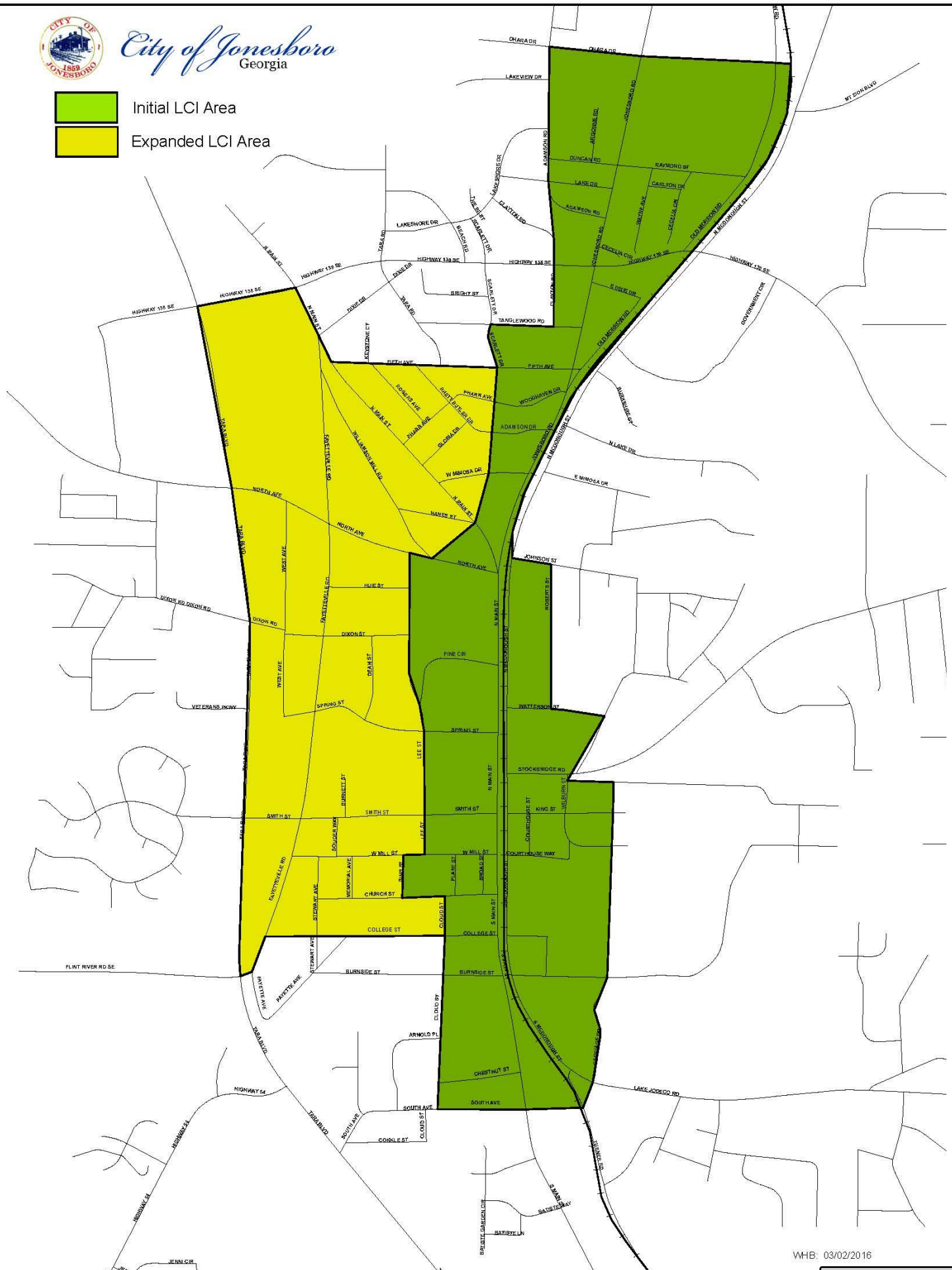
day of \_\_\_\_\_, 2016

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

My commission expires: \_\_\_\_\_

Attachment: RFP - LCI (1031 : LCI Study Contract)





**Attachment: RFP - LCI (1031 : LCI Study Contract)**

## Appendix B

### Scope of Work

#### Work Tasks:

The City of Jonesboro will prepare a major update to their existing LCI Study. The purpose of this update is to keep the LCI plan relevant and produce new recommendations for implementation. The overall intent of the LCI plan should not change and updated goals, policies and action strategies must remain consistent with the LCI program goals.

The work to be accomplished is divided into the following tasks:

#### **Task 1 – Existing Plan Assessment**

The sponsor will conduct a thorough review and assessment of the existing LCI plan and any subsequent updates. The focus of the assessment will include, at a minimum, the following:

- Review the most recent LCI 5-year action plan and identify the status of each item listed (use ARC template)
- Review the recommendations and proposals of all other non-LCI plans and each item's status or relevancy
- Review existing plans' proposals for future land uses, development, zoning, transportation and public facilities and compare to conditions "on the ground" today.
- Conduct additional technical analysis on targeted subarea that have changed significantly since the last plan update, may include traffic analysis, walkability assessment.
- Identify issues in reaching full LCI plan consistency with local development regulations and other obstacles to plan implementation.

## Task 2 -Market Analysis

Prepare a market or fiscal feasibility analysis that supports the plan recommendations and ensures the proposed plan is realistic.

The focus of the assessment will include, at a minimum, the following:

- Level of market opportunity and depth by land use and product type (i.e. how much and what type of retail is needed, overbuilt, etc.)
- Demand and feasibility assessment for retail, office, and industrial within the LCI area and assessment of competing retail, office, and industrial districts to the LCI area.
- Demand and feasibility for recreation and tourism based uses within the LCI area.
- Identify best practice and/or new development incentives or financing mechanisms for including public and private sources of funding.

## Task 3-Public Input

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled citizens. The Subgrantee will identify all stakeholders and facilitate their involvement in the study process. These tasks will be documented through meeting notices, meeting summaries and other written communications. Responses and acknowledgement of public comments will be addressed in the study reports. The public involvement process shall, at a minimum, include the following components:

- Project Management Team  
The Subgrantee shall establish a Project Management Team that includes a representative from the Subgrantee, the consultant, and ARC. This team shall meet or hold a conference call monthly to discuss the study progress and advise on public involvement and other planning process issues.
- Core Team  
A core team shall be established that includes the members of the Project Management Team along with a representative from key stakeholder groups in the study area. The Core Team must include representatives from relevant state, regional and local government departments responsible for land use planning, transportation and housing (including applicable housing authorities/agencies). Representatives from non-profit organizations that provide services in the study area should also be included on the Core Team.

This team shall, at a minimum, meet prior to each of the general public meetings (not necessarily on the same day) described below. The key responsibility of the Core Team is to review and comment on materials to be presented at public meetings, help advertise meetings, and distribute information to the larger community.

- General Public Meetings  
During the study process, the Subgrantee shall make a reasonable effort to involve all stakeholders in the study area, including property owners, residents, business owners and

employers/employees. The public involvement process should include a variety of methods, times, and techniques to reach the broadest range of stakeholders possible (i.e. workshops, charrettes, forums, surveys, open houses, etc). The Project Team and Core Team must be notified of all meetings taking place.

A minimum of four (4) General Public Meetings, in a format determined by the project team, however at least one of the four shall be a facilitated issue discussion as described below. The following topics/milestones should be covered by the public meetings (at a minimum):

- o Provide overview of study process, the goals of the study, key dates, and opportunities for public input.
- o Solicit opinions on goals and objectives of the study, and needs, strengths, weaknesses, opportunities and threats in the study area.
- o Review preliminary findings, present draft plan and gather comments.
- o Seek approval for final plan documents.
- o Facilitated Issue Discussion/Forum: Before the final recommendations are completed, the Subgrantee shall facilitate a conversation regarding the most significant issue or issues confronting the LCI study area. The effort should be an intensive focused discussion or workshop on the issue(s), such as a half day facilitated conversation or neighborhood forum, involving subject experts from across the region, jurisdiction staff and other important stakeholders. The recommendations from the conversation should be incorporated into the final recommendations and implementation steps of the report.
- Final Plan Review and Transportation Coordination Meeting  
A transportation project coordination meeting, and final plan review by ARC, is required to be conducted prior to finalizing the LCI plan recommendations. A single combined meeting can be held in lieu of two separate meetings if feasible. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (such as GDOT, MARTA, City Public Works, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

#### Task 4- Update/Develop a Plan

Review the existing plan and update the goals, policies and action strategies based on the findings of Task 1, 2, and 3 along with changing conditions/priorities in the community. Prepare a detailed development concept plan. At a minimum, this study will assess and update the subject area's current land use patterns, transportation patterns and urban design elements, including pedestrian, bicycle and transit access; access to jobs, retail and neighborhood services; diversity of dwelling types; and design for healthy living and social interaction. This analysis should be coordinated with other completed studies, programs, developments and organizations. At a minimum, this study will evaluate and address the following information:

1. Existing conditions, land uses, zoning, transportation facilities, previously completed plans and studies, permitted developments and projects in the pipeline.
2. Development concept plan, land use and policy proposals that address:

- a) Efficiency/feasibility and mix of land uses appropriate for future growth including new and/or revised land use regulations needed to complete the development program.
  - b) Mixed-income housing, job/housing match and social issues
  - c) Economic development strategies that would support the study area, including strategies related to tourism and recreation as appropriate.
3. Transportation assessment and recommendations which include:
- a) Transportation demand reduction measures.
  - b) Internal mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security of all modes.
  - c) Continuity of local streets in study area and extension of the street grid.
4. Implementation strategy that has the support of the community and public and private stakeholders, and addresses community organization, management, promotion, and economic restructuring to ensure implementation.

#### **Task 5- Prepare Project Deliverables**

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order):

- **Summaries of the plan development process:**
  - a) A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
  - b) A description of the public participation process used to achieve a community-supported program of improvements.
- **Existing conditions summary, including:**
  - a) Maps, concept illustrations, and other graphic representations to support the plan including (but not limited to): the study area, existing land use, future land use, existing transportation facilities, and proposed transportation improvements.
  - b) Existing and projected population and employment data, including the following:
  - c) Number of existing and anticipated housing units and population
  - d) Distribution of proposed housing units by type
  - e) Number of existing and anticipated jobs
  - t) Square feet of future non-residential development
  - g) Environmental assessment of study area, particularly along Lewis Road corridor.
- **Market/Fiscal Feasibility Analysis:**

Include a summary of the market study findings in the planning document and executive summaries, and provide the full market/fiscal feasibility report as an appendix.



- **Implementation Strategy:**
  - a) Describe the organizational structure and process that will be used to ensure the action plan items are implemented, which may include investigating the formation of a CID, partnerships, TADs, etc. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support from local elected officials, citizens and businesses.
  - b) A 100-day Action plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success.
  - c) An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.
- **Five-year Implementation Plan (aka Schedule of Actions):** Using the "5 Year Implementation Plan" template provided by ARC, create a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include estimated start date, completion date, cost estimate and responsible party. This short term implementation plan should include specific actions that implement the LCI plan, including, but not limited to:
  - a) A prioritized description of transportation improvement projects (local, state and federal) that will support the study area goals;
  - b) Description of housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area; and,
  - c) A description of the changes necessary within the comprehensive plan, zoning ordinance, development regulations or other locally adopted plans or policies to support the concept plan, including a committed schedule for adopting such changes.



# CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

11.I

- I

COUNCIL MEETING DATE

April 11, 2016

Requesting Agency (Initiator)

Office of the City Clerk

Sponsor(s)

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

Council to consider renewal of Property, Casualty &amp; Loss insurance with OneBeacon, effective April 12, 2016.

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 Safety, Health and Wellbeing

Summary &amp; Background

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

Last year, the City of Jonesboro switched to OneBeacon insurance to provide property, casualty and loss insurance. When going to market, we were faced with a 10.49% increase. Even with our exposure level being higher than normal, One Beacon still offered a minimal rate increase of 1.7%. At that time we the renewal was ratified by Mayor & Council, staff advised that it would begin implementing additional safety classes and becoming more active with the Accident Review Committee. Based upon our proactive measures, we are happy to report that our renewal for OneBeacon was very competitive.

The two factors that increased our premium from last year is the rating basis for GL and Law. The GL Capital increased about 11% and the LAW Employee increased about 25%.

## GL

2015: 1,044,153

2016: 1,157,473

## LAW

2015: 21.125

2016: 26.375

Our exposure level remained flat as we had no claims in the previous year.

## **Losses Over \$25,000**

### **Automobile:**

9/28/13 - City of Jonesboro - ID hit a pile of roadway ties, trying to avoid an accident at an intersection. Loss Paid \$26,259; Expense Paid \$14,062.

### **Employment Practices Liability:**

2/27/14 - EEOC alleges discrimination based on disability and retaliation. Loss Reserve \$20,000; Expense Paid \$14,062. Open

2/4/13 - EEOC alleging discrimination based on disability. Loss Paid \$18,750; Expense Paid \$9,996. Closed

7/2/13 - EEOC alleges hostile work environment Paid \$115,000; Expense Paid \$43,329. Closed

## **About OneBeacon**

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

Typed Name and Title  
Ricky Clark, City ClerkDate  
April, 11, 201604/04/16  
ITEM  
04/11/16City Council  
Next: 04/11/16  
City Council  
CONSENT AGENDA  
ADOPTED

Signature

City Clerk's Office

As you know, OneBeacon Insurance Group is a collection of niche businesses that focus on solving the unique needs of particular customer or industry groups. We provide distinct products and offer tailored coverages and services, managed by seasoned teams of market specialists. OneBeacon Government Risks as a member of the OneBeacon Insurance Group is an A Rated Admitted Carrier. As specialists, the Government Risks division exclusively focuses on public entities on a national basis and possess significant experience meeting the needs of today's public entities.

OneBeacon has a strong footprint in Georgia including many partnerships with counties, cities and special districts.

As an initial matter, we believe our dedicated service teams of claims, underwriting and risk control are of utmost importance to our insureds and are unmatched in the industry. Through our partnership with LocalGovU, OneBeacon is able to provide meaningful on-line course content and resources for our clients, many of which at no cost through our Risk Management Online Training Center. This is in addition to their Quarterly In the KNOW e-newsletter and other timely communications. OneBeacon teams are not shared resources; they focus exclusively on serving the unique nuances of public entities, from loss prevention to cooperatively managing claims and litigation. They understand the unique defenses and the political environment in which your insureds operate and we get to know our insureds in order to build the foundation for a long term partnership.

**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.)*

- OneBeacon Insurance Proposal - eff 041216

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

**Approval**

# INSURANCE PROPOSAL

PREPARED FOR:

City of Jonesboro

PRESENTED BY:

Ted Martin

Apex Insurance Services

EFFECTIVE: 04/12/2016



**IMPORTANT:** Proposed coverage's are provided by the company's forms, subject to the terms, conditions and limitations of the policy (ies) in current use by the company. The policies themselves must be read for specific details. No warranty is made regarding compliance with any bid specifications, unless such provisions are a part of the proposal



City of Jonesboro  
OneBeacon  
2016-2017  
Summary of Coverages

11.I.a



Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

COVERAGE EFFECTIVE 04/12/15 - 04/12/16	2013-2014 Expiring	2014-2015 Expiring	2015-2016 Expiring	2016-2017 Proposed	CARRIER	Expiring Limits	Expiring Deductibles	Proposed Limits	Proposed Deductibles
GENERAL LIABILITY - Per Occurrence Annual Aggregate Products/Completed Ops Personal & Advertising Injury Sexual Abuse/Molestation Damage to Premises Rented to You	\$5,347 Included	\$4,842 Included	\$7,773 Included	\$8,586 Included	OneBeacon (A:XI)	\$1,000,000	\$0	\$1,000,000	\$0
	Included	Included	Included	Included	OneBeacon (A:XI)	\$3,000,000	\$0	\$3,000,000	\$0
	Included	Included	Included	Included	OneBeacon (A:XI)	\$3,000,000	\$0	\$3,000,000	\$0
	Included	Included	Included	Included	OneBeacon (A:XI)	\$1,000,000	\$0	\$1,000,000	\$0
	Included	Included	Included	Included	OneBeacon (A:XI)	\$1,000,000	\$0	\$1,000,000	\$0
	Included	Included	Included	Included	OneBeacon (A:XI)	\$1,000,000	\$0	\$1,000,000	\$0
AUTOMOBILE LIABILITY Uninsured Motorist Physical Damage Medical Payments # of Units for Liability	\$41,489 Included	\$47,040 Included	\$53,259 Included	\$53,141 Included	OneBeacon (A:XI)	\$1,000,000	\$0	\$1,000,000	\$0
	Included	Included	Included	Included	OneBeacon (A:XI)	\$75,000	\$0	\$75,000	\$0
	Included	Included	Included	Included	OneBeacon (A:XI)	ACV	\$1,000/\$1,000	ACV	\$1,000/\$1,000
	Included	Included	Included	Included	OneBeacon (A:XI)	\$5,000	\$0	\$5,000	\$0
	47	44	49	49	OneBeacon (A:XI)				
	\$13,820	\$24,420	\$26,047	\$32,567	OneBeacon (A:XI)	\$1,000,000	\$5,000	\$1,000,000	\$5,000
LAW ENFORCEMENT LIABILITY *Defense Costs are Outside Limits						\$1,000,000 Agg.		\$1,000,000 Agg.	
	Included	Included	Included	Included	One Beacon (A:XI)	\$1,000,000	\$1,000	\$1,000,000	\$1,000
						\$3,000,000 Agg		\$3,000,000 Agg	
	Included	Included	Included	Included	OneBeacon (A:XI)	\$1,000,000	\$5,000	\$1,000,000	\$5,000
						\$5,000,000 Agg		\$5,000,000 Agg.	
EMPLOYMENT PRACTICES LIABILITY Retro Date: 05/01/1990 *Defense Costs are Outside Limits									
	\$7,882	Included	Included	Included	OneBeacon (A:XI)	\$1,000,000	\$5,000	\$1,000,000	\$5,000
						\$5,000,000 Agg.		\$5,000,000 Agg.	
PUBLIC OFFICIAL LIABILITY Retro Date: 05/01/1990 *Defense Costs are Outside Limits									
	\$9,503	\$12,766	\$13,170	\$13,054	OneBeacon (A:XI)	\$6,239,175	\$1,000	\$6,239,175	\$1,000
	\$967	Included	Included	Included	OneBeacon (A:XI)	\$250,000	\$1,000	\$250,000	\$1,000
	Included	Included	Included	Included	OneBeacon (A:XI)	\$250,000	\$1,000	\$250,000	\$1,000
	Included	Included	Included	Included	OneBeacon (A:XI)	\$250,000	\$1,000	\$250,000	\$1,000
	Included	Included	Included	Included	OneBeacon (A:XI)	\$250,000	\$1,000	\$250,000	\$1,000
	Included	Included	Included	Included	OneBeacon (A:XI)	\$250,000	\$1,000	\$250,000	\$1,000
	Included	Included	Included	Included	OneBeacon (A:XI)	\$1,000,000	\$25,000	\$1,000,000	\$25,000
	Included	Included	Included	Included	OneBeacon (A:XI)	\$1,000,000	\$25,000	\$1,000,000	\$25,000
	Included	Included	Included	Included	OneBeacon (A:XI)	Inc in property	\$1,000	Inc in property	\$1,000
	Not Covered	Not Covered	Not Covered	Not Covered	OneBeacon (A:XI)	\$227,860	\$1,000	\$213,460	\$1,000
	Included	Included	Included	Included	OneBeacon (A:XI)	\$85,000	\$1,000	\$85,000	\$1,000
Sub-Total	\$79,055	\$89,112	\$100,249	\$107,348	OneBeacon (A:XI)	\$1,000,000	\$0	\$1,000,000	\$0
Excess Liability	\$8,863	\$7,927	\$9,097	\$9,805					
Loss Control	\$5,000	\$5,000	\$5,000	\$5,000					
TOTAL	\$92,918	\$102,039	\$114,346	\$122,153					



## ABOUT ONEBEACON GOVERNMENT RISKS

OneBeacon Government Risks offers a customizable menu of solutions to provide tailored protection for municipalities, counties and special districts including water and sanitation, non-rail transit authorities and other publicly funded agencies. We understand the unique and evolving responsibilities of protecting a community and the people who serve it, and we are here to help minimize risk, resolve claims and make your entity a safer place to live and work.

Your @vantage for Government Risk proposal is tailored to provide coverage that meets your specific needs. Our product includes property, casualty and professional coverages offered on a fully insured, deductible or self-insured retention basis.

As a member of the OneBeacon Insurance Group, our products are written by "A" rated companies, with specialized skills and dedicated industry specific expertise all supported by superior service.

**Additional information about the OneBeacon Government Risks is provided at**

[www.onebeacongov.com](http://www.onebeacongov.com)

## ABOUT ONEBEACON

OneBeacon Insurance Group, Ltd. is a Bermuda-domiciled holding company that is publicly traded on the New York Stock Exchange under the symbol "OB". The company's financial strength ratings are as follows:

- A.M. Best: "A" (Excellent, the third highest of 16 ratings), class X
- Moody's: "A3" (Good, the sixth highest of 21 ratings)
- Standard & Poor's: "A-" (Strong, the seventh highest of 21 ratings)
- Fitch: "A" (Strong, the sixth highest of 19 ratings)

These ratings relate to the underwriting companies supporting OneBeacon's businesses. White Mountains Insurance Group, Ltd. is the majority owner.

OneBeacon's underwriting companies offer a range of specialty insurance products sold through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. OneBeacon's solutions target group accident; commercial surety; crop; design professionals; entertainment, sports and leisure; environmental; excess property; financial services; healthcare; management liability; ocean and inland marine; programs; public entities; technology; and tuition refund. For further information about our products and services visit [www.onebeacon.com](http://www.onebeacon.com) and to remain up to date on OneBeacon's news, follow us on Twitter @OneBeaconIns or visit our online newsroom: [www.onebeacon.com/newsroom](http://www.onebeacon.com/newsroom).

**Additional information about the OneBeacon Insurance Group is provided at**

[www.onebeacon.com](http://www.onebeacon.com)

## ONEBEACON GOVERNMENT RISKS RISK CONTROL

At OneBeacon Government Risks, we believe in providing our customers with the best possible tools and resources to help make their entities a safer place to live and work. To protect your critical resources, it pays to be proactive and strategic when it comes to risk. Injuries, accidents, and other losses result in immediate expenses, interruptions of programs and can negatively impact a community's confidence in your services. Our risk management services are designed to deliver flexible, innovative and high quality solutions for the unique risks public entities face and to educate and help support your existing risk management program. Our experienced team works exclusively with government entities and can help implement real-world risk control practices for emerging issues and provide the tools, programs and resources to help face evolving challenges. Available tools can include risk management guides, drivers training courses, safety and liability training seminars and OneBeacon Government Risks' Online Training Center.

### Risk Management Guides

Our informational Risk Management Guides cover a wide variety of topics that our customers have indicated matter to them. Topics include but are not limited to:

- *Defending Your Actions in a Lawsuit*
- *Skate Parks: Friend or Foe?*
- *Law Enforcement*
- *Creating and Implementing a Risk Management Program*

### Risk Management Seminars

We also have free risk control seminars available on such topics as law enforcement liability, sexual harassment and other training programs designed to enhance public entity risk control education.

### Online Training Center

OneBeacon Government Risks is also proud to provide your entity access to our robust Online Training Center. This hosted and customized online learning tool provides our clients with a comprehensive learning management system.

The training center is populated with 30 core courses that are meaningful to you and your employees, categorized to help learners and administrators clearly identify the courses most beneficial to each job function.



## ONEBEACON GOVERNMENT RISKS CLAIMS

You can rely on the specialized skills of OneBeacon Government Risks experienced claims specialists to consistently deliver superior claims service. Our claims professionals are a dedicated team who respond only to your government entity claims. Working with our team means instant access to the breadth of industry expertise and understanding of the nuances of government claims, both state and federal, including tort caps, immunities, special defenses, and civil rights statutes including 42 USCA 1983.

### CLAIM REPORTING OPTIONS

With OneBeacon Government Risks, we provide multiple claim reporting options to meet your needs.

1. Submit your claim online at [www.onebeacongov.com](http://www.onebeacongov.com)
2. Email your claim to [OBGRCLAIMS@onebeacongov.com](mailto:OBGRCLAIMS@onebeacongov.com)
3. Phone in your claim at anytime to 877-284-5602
4. Fax in your claim to 866-894-1633

After a claim is reported, appointed agents or brokers may access the OneBeacon Agent Portal for status updates including claim number assignment, claim adjuster contact information, and claim file notes.

## @vantage for OB Government Risks Premier Quote Proposal

### Premium Summary for CITY OF JONESBORO

<u>Coverages</u>	<u>Coverage Premium</u>
Property Coverages	\$10,6
Terrorism Coverage	\$1
Liability Coverages	\$8,4
Terrorism Coverage	\$1
Inland Marine Coverages	\$2,2
Automobile Coverages	\$53,1
Professional Liability Coverages	\$32,5
Excess Liability Coverages	\$9,7
Terrorism Coverage	\$
Premium When Excluding Terrorism Coverage	\$116,8
Premium When Including Terrorism Coverage	\$117,1
Note: Policyholder Disclosure Notice of Terrorism Insurance Coverage amount does not include auto because the automobile line of insurance is not part of the Terrorism Risk Insurance Program Reauthorization Act (TRIPRA).	

### Payment Plan

Agency Bill - Annual - Payment in Full No Installments

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## SCHEDULE OF LOCATIONS

Loc	Bldg	Address
1	1 B CITY HALL	124 NORTH AVE JONESBORO, GA 30236-3278
2	1 B POLICE STA	170 S MAIN ST JONESBORO, GA 30236-3564
3	1 B NEW FIRESTA	264 N MAIN ST JONESBORO, GA 30236-3271
4	1 NON VERIFIABLE ADDRESS B MPPAVILLION	HAYES ST./N. AVE. JONEBORO, GA 30236
	2 NON VERIFIABLE ADDRESS B MPPLAYEQUIP	HAYES ST./N. AVE. JONEBORO, GA 30236
	3 NON VERIFIABLE ADDRESS RESTROOM	HAYES ST./N. AVE. JONEBORO, GA 30236
5	1 NON VERIFIABLE ADDRESS B P. AVILLION	200 JODECO ROAD JONEBORO, GA 30236
	2 NON VERIFIABLE ADDRESS B RESTROOMS	200 JODECO ROAD JONEBORO, GA 30236
	3 NON VERIFIABLE ADDRESS B P PLAY EQUI	200 JODECO ROAD JONEBORO, GA 30236
6	1 B PUB.WORKSOF	100 GLORIA DR JONESBORO, GA 30236-3243
	2 B PUBWORKSSHP	100 GLORIA DR JONESBORO, GA 30236-3243
	3 PW STORG	100 GLORIA DR JONESBORO, GA 30236-3243
7	1 B HOME	173 CLOUD ST JONESBORO, GA 30236-4932
8	1 B OLDFIRESTAT	103 W MILL ST JONESBORO, GA 30236-3531



## Property Blanket Coverages

Loc	Bldg Coverage	Limit	Deductible Val
	Building	\$4,229,465	
2	1		\$1,000 RC
3	1		\$1,000 RC
4	1		\$1,000 RC
4	3		\$1,000 RC
5	1		\$1,000 RC
5	2		\$1,000 RC
6	1		\$1,000 RC
6	2		\$1,000 RC
6	3		\$1,000 RC
	Business Personal Property	\$680,000	
2	1		\$1,000 RC
3	1		\$1,000 RC
6	1		\$1,000 RC
6	2		\$1,000 RC
	Business Income & Extra Expense	\$100,000	
1	1 Including Rental Value Extended Period of Indemnity 90 days Waiting Period - 72 hours Civil Authority Coverage - 4 Weeks		
2	1 Including Rental Value Extended Period of Indemnity 90 days Waiting Period - 72 hours Civil Authority Coverage - 4 Weeks		
3	1 Including Rental Value Extended Period of Indemnity 90 days Waiting Period - 72 hours Civil Authority Coverage - 4 Weeks		
4	1 Including Rental Value Extended Period of Indemnity 90 days Waiting Period - 72 hours Civil Authority Coverage - 4 Weeks		
4	2 Including Rental Value Extended Period of Indemnity		

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## Property Blanket Coverages

Loc	Bldg Coverage	Limit	Deductible Val
	90 days		
	Waiting Period - 72 hours		
	Civil Authority Coverage - 4 Weeks		
4	3 Including Rental Value		
	Extended Period of Indemnity		
	90 days		
	Waiting Period - 72 hours		
	Civil Authority Coverage - 4 Weeks		
5	1 Including Rental Value		
	Extended Period of Indemnity		
	90 days		
	Waiting Period - 72 hours		
	Civil Authority Coverage - 4 Weeks		
5	2 Including Rental Value		
	Extended Period of Indemnity		
	90 days		
	Waiting Period - 72 hours		
	Civil Authority Coverage - 4 Weeks		
5	3 Including Rental Value		
	Extended Period of Indemnity		
	90 days		
	Waiting Period - 72 hours		
	Civil Authority Coverage - 4 Weeks		
6	1 Including Rental Value		
	Extended Period of Indemnity		
	90 days		
	Waiting Period - 72 hours		
	Civil Authority Coverage - 4 Weeks		
6	2 Including Rental Value		
	Extended Period of Indemnity		
	90 days		
	Waiting Period - 72 hours		
	Civil Authority Coverage - 4 Weeks		
6	3 Including Rental Value		
	Extended Period of Indemnity		
	90 days		
	Waiting Period - 72 hours		
	Civil Authority Coverage - 4 Weeks		
7	1 Including Rental Value		
	Extended Period of Indemnity		
	90 days		
	Waiting Period - 72 hours		

## Property Blanket Coverages

Loc	Bldg Coverage	Limit	Deductible Val
8	Civil Authority Coverage - 4 Weeks 1 Including Rental Value Extended Period of Indemnity 90 days Waiting Period - 72 hours Civil Authority Coverage - 4 Weeks		
	Blanket Earthquake		
	Occurrence	\$1,000,000	
	Annual Aggregate	\$1,000,000	
1	1 Earthquake - Building		\$25,000
1	1 Earthquake - Personal Property		\$25,000
1	1 Earthquake - Business Income and Extra Expense		\$25,000
	Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		
2	1 Earthquake - Building		\$25,000
2	1 Earthquake - Personal Property		\$25,000
2	1 Earthquake - Business Income and Extra Expense		\$25,000
	Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		
3	1 Earthquake - Building		\$25,000
3	1 Earthquake - Personal Property		\$25,000
3	1 Earthquake - Business Income and Extra Expense		\$25,000
	Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		
4	1 Earthquake - Building		\$25,000
4	1 Earthquake - Business Income and Extra Expense		\$25,000
	Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		
4	2 Earthquake - Building		\$25,000
4	2 Earthquake - Business Income and Extra Expense		\$25,000
	Extended Period of Indemnity		

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## Property Blanket Coverages

Loc	Bldg Coverage	Limit	Deductible Val
	90 days Civil Authority Coverage - 4 Weeks		
4	3 Earthquake - Building		\$25,000
4	3 Earthquake - Business Income and Extra Expense Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		\$25,000
5	1 Earthquake - Building		\$25,000
5	1 Earthquake - Business Income and Extra Expense Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		\$25,000
5	2 Earthquake - Building		\$25,000
5	2 Earthquake - Business Income and Extra Expense Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		\$25,000
5	3 Earthquake - Building		\$25,000
5	3 Earthquake - Business Income and Extra Expense Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		\$25,000
6	1 Earthquake - Building		\$25,000
6	1 Earthquake - Personal Property		\$25,000
6	1 Earthquake - Business Income and Extra Expense Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		\$25,000
6	2 Earthquake - Building		\$25,000
6	2 Earthquake - Personal Property		\$25,000
6	2 Earthquake - Business Income and Extra Expense Extended Period of Indemnity 90 days Civil Authority Coverage - 4 Weeks		\$25,000
6	3 Earthquake - Building		\$25,000
6	3 Earthquake - Business Income and Extra		

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)



## Property Blanket Coverages

Loc	Bldg Coverage	Limit	Deductible Val
	Expense		\$25,000
	Extended Period of Indemnity		
	90 days		
	Civil Authority Coverage - 4 Weeks		
7	1 Earthquake - Building		\$25,000
7	1 Earthquake - Business Income and Extra Expense		\$25,000
	Extended Period of Indemnity		
	90 days		
	Civil Authority Coverage - 4 Weeks		
8	1 Earthquake - Building		\$25,000
8	1 Earthquake - Business Income and Extra Expense		\$25,000
	Extended Period of Indemnity		
	90 days		
	Civil Authority Coverage - 4 Weeks		
	Blanket Flood		
	Occurrence	\$1,000,000	
	Annual Aggregate	\$1,000,000	
1	1 Flood - Building		\$25,000
1	1 Flood - Personal Property		\$25,000
1	1 Flood - Business Income & Extra Expense		\$25,000
2	1 Flood - Building		\$25,000
2	1 Flood - Personal Property		\$25,000
2	1 Flood - Business Income & Extra Expense		\$25,000
3	1 Flood - Building		\$25,000
3	1 Flood - Personal Property		\$25,000
3	1 Flood - Business Income & Extra Expense		\$25,000
4	1 Flood - Building		\$25,000
4	1 Flood - Business Income & Extra Expense		\$25,000
4	2 Flood - Building		\$25,000
4	2 Flood - Business Income & Extra Expense		\$25,000
4	3 Flood - Building		\$25,000
4	3 Flood - Business Income & Extra Expense		\$25,000
5	1 Flood - Building		\$25,000
5	1 Flood - Business Income & Extra Expense		\$25,000
5	2 Flood - Building		\$25,000
5	2 Flood - Business Income & Extra Expense		\$25,000
5	3 Flood - Building		\$25,000
5	3 Flood - Business Income & Extra Expense		\$25,000

Attachment: OneBeacon Insurance Proposal - eff 04/12/16 (1034 : Insurance Renewal - One Beacon)



### Property Blanket Coverages

Loc	Bldg Coverage	Limit	Deductible Val
6	1 Flood - Building		\$25,000
6	1 Flood - Personal Property		\$25,000
6	1 Flood - Business Income & Extra Expense		\$25,000
6	2 Flood - Building		\$25,000
6	2 Flood - Personal Property		\$25,000
6	2 Flood - Business Income & Extra Expense		\$25,000
6	3 Flood - Building		\$25,000
6	3 Flood - Business Income & Extra Expense		\$25,000
7	1 Flood - Building		\$25,000
7	1 Flood - Business Income & Extra Expense		\$25,000
8	1 Flood - Building		\$25,000
8	1 Flood - Business Income & Extra Expense		\$25,000

### Property Location Coverages

Loc	Bldg Coverage	Limit	Deductible Val
1	1 Building	\$590,554	\$1,000 RC
	Business Personal Property	\$60,000	\$1,000 RC
	Hardware and Media	\$25,000	\$1,000 FRC
	Money & Securities Loss Inside	\$250,000	\$1,000
	Money & Securities Loss Outside	\$250,000	\$1,000
2	1 Hardware and Media	\$50,000	\$1,000 FRC
4	2 Building	\$118,111	\$1,000 RC
5	3 Building	\$70,867	\$1,000 RC
6	1 Hardware and Media	\$10,000	\$1,000 FRC
7	1 Building	\$171,279	\$1,000 RC
8	1 Building	\$318,899	\$1,000 RC

### Property Policy Coverages

Coverage	Limit	Deductible Val
Equipment Breakdown Portfolio		
Expediting Expenses	\$100,000	
Hazardous Substances	\$100,000	
Perishable Goods	\$100,000	
CFC Refrigerants	\$100,000	

## Property Policy Coverages

Coverage	Limit	Deductible Val
Business Income		
Employee Theft	\$250,000	\$1,000
Forgery & Alteration	\$250,000	\$1,000
Computer Fraud	\$250,000	\$1,000
Limited Coverage for Backup of Sewers, Drains or Sumps		\$2,500
Annual Aggregate	\$100,000	

## Property Policy Coverage Enhancements

Coverage	Limit	Deductible Val
Bucket		
Per Occurrence	\$500,000	
Personal Effects of Officers, Partners & Employees		
Valuable Information Property		
Accounts Receivable		
Outdoor Property		
Fine Arts - Per Item	\$10,000	
Hardware and Media		
Fire Extinguisher and Automatic Extinguishing System Recharge		
Emergency Response Service Charge		
Conditional Sales Agreement		
Decreased value of Stock due to Damage to another part or parts of Stock		
Tenants Improvements & Betterments		
Electronic Data Damage or Destruction from Inland Marine Causes of Loss		
Electronic Data Loss of Income and Extra Expense from Inland Marine Causes of Loss		
Property in Transit		\$1,000
Per Occurrence	\$50,000	

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## Property Policy Coverage Enhancements

Coverage	Limit	Deductible Val
International Air Shipments Per Occurrence	\$25,000	\$1,000
Property at Other Locations Per Occurrence	\$50,000	\$1,000
Crime Limit of Insurance Money Orders and Counterfeit Paper Currency Inside the Premises - Robbery or Safe Burglary of Other Property	\$25,000	\$1,000
ERISA Employee Theft Per Occurrence	\$25,000	\$0
Credit, Debit or Charge Card Forgery Per Occurrence	\$5,000	\$1,000
Newly Acquired or Constructed Property Building Days Personal Property Days	\$2,000,000 180 \$1,000,000 180	\$1,000
Claim Expense Per Occurrence	\$50,000	\$0
Reward Per Occurrence	\$50,000	\$0
Contractual Penalties Per Occurrence	\$50,000	\$0
Automatic Seasonal Increase (Peak Season) Per Occurrence	\$100,000	\$1,000
Brands and Labels Expense Per Occurrence	\$50,000	\$1,000
Food Contamination		\$1,000

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## Property Policy Coverage Enhancements

Coverage	Limit	Deductible Val
Per Occurrence	\$25,000	
Newly Acquired Property Business Income *		
Per Occurrence	\$250,000	
Days	180	
Extra Expense *	\$100,000	
Limits on Loss Payment		
100%-100%-100%		
Lessee's Leasehold Interest Coverage		
Per Occurrence	\$25,000	
Business Income or Extra Expense Utility Services Coverage *		
Per Occurrence	\$25,000	
Water, Power (Not Including Overhead Transmission Lines), Communication (Not Including Overhead Transmission Lines)		
Dependent Properties *		
Per Occurrence	\$100,000	
Lessor's Lease Cancellation **		
Per Occurrence	\$25,000	
Lessor's Tenant Relocation Expense **		
Per Occurrence	\$25,000	
Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria		\$1,000
Annual Aggregate	\$15,000	
Electronic Data Damage or Destruction - Cyber Vandalism - Employee		\$1,000
Annual Aggregate	\$50,000	
Electronic Data Damage or Destruction - Cyber Vandalism - Non-Employee		\$1,000
Annual Aggregate	\$10,000	

This proposal contains only a general description of the coverages and does not include all of the benefits, terms, conditions, exclusions and limitations found in the policy. The insurance policy itself, not this descriptive proposal, will form the contract between the insured and the insurance company.  
Quote: 1811456-5

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)



## Property Policy Coverage Enhancements

Coverage	Limit	Deductible Val
Electronic Data Loss of Income and Extra Expense - Cyber Vandalism - Employee Annual Aggregate Waiting Period - 72 hours	\$50,000	
Electronic Data Loss of Income and Extra Expense - Cyber Vandalism - Non- Employee Annual Aggregate Waiting Period - 72 hours	\$10,000	
Denial of Service Coverage Annual Aggregate	\$10,000	
California Hardware, Media and Electronic Data Earthquake Per Occurrence	\$100,000	\$1,000
Preservation of Property - Expense Per Occurrence	\$50,000	\$0
Lock Replacement Per Occurrence	\$10,000	
Catastrophe Allowance Annual Aggregate	\$50,000	\$0
Expediting Expenses Per Occurrence	\$50,000	\$0
Soft Costs Per Occurrence	\$25,000	\$0
Temporary Relocation of Property Coverage During Renovation or Remodeling Per Occurrence Days	\$100,000 90	\$0
Salesmen's Samples Per Occurrence	\$25,000	\$1,000

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)



## Property Policy Coverage Enhancements

Coverage	Limit	Deductible Val
Green Upgrades Additional Coverage Per Occurrence 10% Green Upgrades Percentage	\$50,000	
<p>* This Coverage Extension to purchased Business Income Coverage or purchased Extra Expense Coverage applies only to locations where that purchased coverage is shown in the Supplemental Property Declarations.</p> <p>** This Coverage Extension to purchased Business Income Coverage applies only to locations where that purchased coverage is shown in the Supplemental Property Declarations.</p>		

## Property Location Coverage Enhancements

Loc	Bldg Coverage	Limit	Deductible Val
	<p>The following coverages are at each Location/Building with Building Coverage unless otherwise stated:</p>		
	Building Ordinance Combined Coverages B&C		\$0
	Coverage A included in Building Limit		
	Coverages B&C	\$500,000	
	<p>The following coverages are at each Location/Building unless otherwise stated:</p>		
	Pollutant Clean Up and Removal	\$100,000	\$1,000
	Debris Removal	\$250,000	\$1,000

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## Property Location Coverage Enhancements

Loc	Bldg Coverage	Limit	Deductible Val
	Special Theft Limits of Insurance		
	Furs	\$10,000	\$1,000
	Jewelry	\$10,000	\$1,000
	Precious Metals	\$25,000	\$1,000
	Stamps	\$1,000	\$1,000

## Coinsurance

Coverage	Limit	Deductible Val
<b>90% Coinsurance Applies to the following Coverages:</b>		
Building		
Loc/Bldg: 1/1, 2/1, 3/1, 4/1, 4/2, 4/3, 5/1, 5/2, 5/3, 6/1, 6/2, 6/3, 7/1, 8/1		
Business Personal Property		
Loc/Bldg: 1/1, 2/1, 3/1, 6/1, 6/2		
Business Income & Extra Expense		
Loc/Bldg: 1/1, 2/1, 3/1, 4/1, 4/2, 4/3, 5/1, 5/2, 5/3, 6/1, 6/2, 6/3, 7/1, 8/1		

## Additional Terms, Conditions, and Underwriter Comments:

Crime - Faithful Performance of Duty coverage is included.

Flood. FEMA Flood Zones A and V are excluded. A physical address is required for every location so that a flood zone can be determined prior to binding. If a flood zone cannot be determined, flood coverage will be excluded from that location.

Optional Flood Coverage proposed does not apply to locations in flood zones. Flood zones are verified at policy issuance. A Broad Water Exclusion will apply to Flood Zones.

A Broad Water Exclusion will apply to all locations unless otherwise specified within this proposal.

***General Liability Policy Coverages***

<b>Coverage</b>	<b>Limit</b>	<b>Deductible</b>
General Aggregate	\$3,000,000	
Products/Completed Operation Aggregate	\$3,000,000	
Coverage A Bodily Injury and Property Damage		
Each Occurrence	\$1,000,000	
Coverage B Personal and Advertising Injury	\$1,000,000	
Coverage A & B		
Loss Only Deductible Each Occurrence or Offense		
Damage to Premises Rented to You		
Each Occurrence	\$1,000,000	
Coverage C Health Care and Social Services		
Each Wrongful Act	Not Covered	
Medical Expense	Not Covered	
Cemetery		
Sexual Abuse		
Each Occurrence	\$1,000,000	

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

***General Liability Location Coverages***

Loc	Bldg Coverage	Premium Basis	Deductil
	Class: 44114 General purpose government risks organized as cities, towns, townships, villages or boroughs		
1	1 Coverage A&B		
	Class: 48727 Streets, Roads, Highways or Bridges - existence and maintenance hazard only		
1	1 Coverage A&B - Including Products		

***General Liability Medical Payment Exclusion***

All Locations and Buildings

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

### ***Professional Liability Policy Coverages***

<b>Coverage</b>	<b>Limit</b>	<b>Deductible</b>
Public Officials Errors & Omissions		
Each Wrongful Act	\$1,000,000	\$5,000
Aggregate	\$5,000,000	
Retro Date 05/01/1990		
Public Officials Employment Practices		
Each Offense	\$1,000,000	\$5,000
Aggregate	\$5,000,000	
Retro Date 05/01/1990		
Public Officials Employee Benefits		
Administration		
Each Offense	\$1,000,000	\$1,000
Aggregate	\$3,000,000	
Retro Date 05/01/1990		
Law Enforcement Liability		
Each Wrongful Act	\$1,000,000	\$5,000
Aggregate	\$1,000,000	

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)



### ***Excess Liability Policy Coverages***

<b>Coverage</b>	<b>Limit</b>
Excess Liability	
Aggregate Limit	\$1,000,000
All Claims excess of Underlying Insurance	
Each Claim	\$1,000,000
Each Claim excess of Underlying Insurance	

### **Additional Terms, Conditions, and Underwriter Comments:**

Excess limits go over the following coverages: General Liability, Professional Liability and Auto Liability.

This agreement is provided on a following-form basis designed to follow all of the provisions of the underlying coverages with the following general exceptions: Pollution, Failure to Supply, Sexual Abuse and Uninsured/Underinsured Motorist.

## SCHEDULE OF VEHICLES

Veh	State	Year	Make/Model	VIN:	
1	GA	2008	FORD/CROWN VIC POLICE	Body:	2FAFP71V08X174680
				Garage Loc:	Sedan 4 Dr.
				Cost New:	JONESBORO
				Territory:	\$26,690
				Tax Town:	124
				Age Group:	0341
				Class:	9
					79110
2	GA	2008	FORD/CROWN VIC POLICE	VIN:	2FAFP71V28X174681
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$26,690
				Territory:	124
				Tax Town:	0341
				Age Group:	9
				Class:	79110
3	GA	2008	FORD/CROWN VIC POLICE	VIN:	2FAFP71V48X174679
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$26,690
				Territory:	124
				Tax Town:	0341
				Age Group:	9
				Class:	79110
4	GA	2008	FORD/CROWN VIC POLICE	VIN:	2FAFP71V28X174678
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$26,690
				Territory:	124
				Tax Town:	0341
				Age Group:	9
				Class:	79110
5	GA	2008	CHEVROLET/IMPALA LS	VIN:	2G1WB58K781371060
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$22,925
				Territory:	124

# OneBeacon

GOVERNMENT RISKS

Veh	State	Year	Make/Model	Tax Town:	0341
				Age Group:	9
				Class:	79110
6	GA	2009	FORD/CROWN VIC POLICE	VIN:	2FAHP71V99X147228
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$26,690
				Territory:	124
				Tax Town:	0341
				Age Group:	8
				Class:	79110
7	GA	2009	FORD/CROWN VIC POLICE	VIN:	2FAHP71V59X148439
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$26,690
				Territory:	124
				Tax Town:	0341
				Age Group:	8
				Class:	79110
8	GA	2005	JEEP/GRAND CHEROKEE LA	VIN:	1J4GS48K05C503789
				Body:	4 Dr. Wagon
				Garage Loc:	JONESBORO
				Cost New:	\$26,875
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	12
				Class:	01499
9	GA	2010	HARLEY-DAV/FLHTP	VIN:	1HD1FMM10AB668396
				Body:	Road/Street
				Garage Loc:	JONESBORO
				Cost New:	\$14,000
				Stated Amount:	\$14,000
				Territory:	124
				Tax Town:	0341
				Age Group:	7
				Class:	79860

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

# OneBeacon

GOVERNMENT RISKS

Veh	State	Year	Make/Model		
10	GA	1997	Dodge/Ram	VIN:	2B7HB11XX1VK56259
				Garage Loc:	JONESBORO
				Cost New:	\$15,000
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	20
				Class:	01499
11	GA	1989	AM General/Hummer	VIN:	59532
				Garage Loc:	JONESBORO
				Cost New:	\$65,000
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	28
				Class:	01499
12	GA	1994	AM General/Hummer	VIN:	157210
				Garage Loc:	JONESBORO
				Cost New:	\$65,000
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	23
				Class:	01499
13	GA	2011	CHEVROLET/CAPRICE	VIN:	6G1MK5T23BL541919
				Body:	Sedan
				Garage Loc:	JONESBORO
				Cost New:	\$22,900
				Territory:	124
				Tax Town:	0341
				Age Group:	6
				Class:	79110
14	GA	2013	DODGE/CHARGER POLICE	VIN:	2C3CDXAT2DH608028
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$27,136

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

# OneBeacon

GOVERNMENT RISKS

Veh	State	Year	Make/Model	Territory:	124
				Tax Town:	0341
				Age Group:	4
				Class:	79110
15	GA	2013	Dodge/Charger	VIN:	2C3DXATODH608027
				Garage Loc:	JONESBORO
				Cost New:	\$27,136
				Territory:	124
				Tax Town:	0341
				Age Group:	4
				Class:	79110
16	GA	2013	DODGE/CHARGER POLICE	VIN:	2C3CDXAT7DH619669
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$28,196
				Territory:	124
				Tax Town:	0341
				Age Group:	4
				Class:	79110
17	GA	2013	DODGE/CHARGER POLICE	VIN:	2C3CDXAT5DH619668
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$28,136
				Territory:	124
				Tax Town:	0341
				Age Group:	4
				Class:	79110
18	GA	2014	DODGE/CHARGER POLICE	VIN:	2C3CDXAT9EH172179
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$27,000
				Territory:	124
				Tax Town:	0341
				Age Group:	3
				Class:	79110
19	GA	2002	CHEVROLET/SILVERADO C1	VIN:	2GCEC19T121373006
				Body:	4 Door Extended Cab
				Garage Loc:	JONESBORO

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)



# OneBeacon

GOVERNMENT RISKS

**Veh State Year Make/Model**

Cost New: \$22,537  
Territory: 124  
Tax Town: 0341  
Radius: 50  
Business Use: S  
Age Group: 15  
Class: 01499

20 GA 2014 DODGE/CHARGER

VIN: 2C3CDXATXEH163989  
Body: Sedan  
Garage Loc: JONESBORO  
Cost New: \$26,295  
Territory: 124  
Tax Town: 0341  
Age Group: 3  
Class: 79110

21 GA 2014 DODGE/CHARGER

VIN: 2C3CDXAT3EH163994  
Body: Sedan  
Garage Loc: JONESBORO  
Cost New: \$26,295  
Territory: 124  
Tax Town: 0341  
Age Group: 3  
Class: 79110

22 GA 2014 DODGE/CHARGER

VIN: 2C3CDXAT0EH164004  
Body: Sedan  
Garage Loc: JONESBORO  
Cost New: \$26,295  
Territory: 124  
Tax Town: 0341  
Age Group: 3  
Class: 79110

23 GA 2005 GMC/YUKON

VIN: 1GKEC13T55R113264  
Body: 4 Dr. Wagon  
Garage Loc: JONESBORO  
Cost New: \$35,885  
Territory: 124  
Tax Town: 0341  
Radius: 50  
Business Use: S

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

Veh	State	Year	Make/Model	Age Group:	12
				Class:	01499
24	GA	1997	Cushman/Mini Van	VIN:	97X94924
				Garage Loc:	JONESBORO
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	20
				Class:	01499
25	GA	2014	DODGE/CHARGER POLICE	VIN:	2C3CDXAT6EH101255
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$34,193
				Territory:	124
				Tax Town:	0341
				Age Group:	3
				Class:	79110
26	GA	2014	DODGE/CHARGER	VIN:	2C3CDXATXEH191260
				Body:	Sedan
				Garage Loc:	JONESBORO
				Cost New:	\$34,193
				Territory:	124
				Tax Town:	0341
				Age Group:	3
				Class:	79110
27	GA	2014	DODGE/CHARGER POLICE	VIN:	2C3CDXAT2EH186067
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$34,193
				Territory:	124
				Tax Town:	0341
				Age Group:	3
				Class:	79110
28	GA	1999	FORD/F150	VIN:	1FTZF722XNA63598
				Garage Loc:	JONESBORO
				Cost New:	\$14,300
				Territory:	124

# OneBeacon

GOVERNMENT RISKS

Veh	State	Year	Make/Model	Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	18
				Class:	01499
29	GA	2007	FORD/F250 SUPER DUTY	VIN:	1FTNF20Y27EA13710
				Body:	Pickup
				Garage Loc:	JONESBORO
				Cost New:	\$23,370
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	10
				Class:	01499
30	GA	2007	FORD/EXPEDITION XLT	VIN:	1FMFU15507LA34534
				Body:	4 Dr. Wagon
				Garage Loc:	JONESBORO
				Cost New:	\$29,175
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	10
				Class:	01499
31	GA	2008	FORD/F250 SUPER DUTY	VIN:	1FTSX205X8ED92592
				Body:	4 Door Extended Cab
				Garage Loc:	JONESBORO
				Cost New:	\$24,505
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	9
				Class:	01499
32	GA	1985	CHEVROLET/D10 MILITARY	VIN:	1G8ED18J8FF213081
				Body:	2 Dr. Wagon / Sport
				Garage Loc:	JONESBORO
				Cost New:	\$22,000

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

# OneBeacon

GOVERNMENT RISKS

**Veh State Year Make/Model**

Territory: 124  
 Tax Town: 0341  
 Radius: 50  
 Business Use: S  
 Age Group: 32  
 Class: 01499

33 GA 1993 FORD/F350

VIN: 1FDKF37M8PNA91092  
 Body: Conventional  
 Garage Loc: JONESBORO  
 Cost New: \$18,000  
 Territory: 124  
 Tax Town: 0341  
 Radius: 50  
 Business Use: S  
 Age Group: 24  
 Class: 01499

34 GA 2015 CHEVROLET/TAHOE C1500

VIN: 1GN5CAKC2FR139779  
 Body: 4 Dr. Wagon  
 Garage Loc: JONESBORO  
 Cost New: \$44,985  
 Territory: 124  
 Tax Town: 0341  
 Radius: 50  
 Business Use: S  
 Age Group: 2  
 Class: 01499

35 GA 1998 CHEVROLET/DUMP

VIN: 1GBJC34R4WF036788  
 Garage Loc: JONESBORO  
 Cost New: \$20,534  
 Territory: 124  
 Tax Town: 0341  
 Radius: 50  
 Business Use: S  
 Age Group: 19  
 Class: 21479

36 GA 1999 FORD/F550 SUPER DUTY

VIN: 1FDAF57F5XEE34689  
 Body: Chassis and Cab  
 Garage Loc: JONESBORO  
 Cost New: \$25,000

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

# OneBeacon

GOVERNMENT RISKS

Veh	State	Year	Make/Model	Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	18
				Class:	21499
37	GA	2008	TOW PRO/TRAILER	VIN:	4HDLS14118D001031
				Garage Loc:	JONESBORO
				Cost New:	\$20,000
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Age Group:	9
				Class:	68499
38	GA	1995	FORD/CONVENTIONAL N700	VIN:	1FDXR72C5SVA23988
				Body:	Conventional Cab
				Garage Loc:	JONESBORO
				Cost New:	\$91,800
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	22
				Class:	31499
39	GA	2007	FREIGHTLIN/M2 106 MEDI	VIN:	1FVHCYDJ07HY98644
				Body:	Conventional Cab
				Garage Loc:	JONESBORO
				Cost New:	\$125,000
				Territory:	124
				Tax Town:	0341
				Radius:	50
				Business Use:	S
				Age Group:	10
				Class:	31453
40	GA	2015	DODGE/CHARGER POLICE	VIN:	2C3CDXAT0FH928855
				Body:	Sedan 4 Dr.
				Garage Loc:	JONESBORO
				Cost New:	\$24,178
				Territory:	124

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)



# OneBeacon

GOVERNMENT RISKS

Veh	State	Year	Make/Model	Tax Town:	0341
				Age Group:	2
				Class:	79110
41	GA	2015	DODGE/CHARGER	VIN:	2C3CDXAT6FH928827
				Body:	Sedan
				Garage Loc:	JONESBORO
				Cost New:	\$32,000
				Territory:	124
				Tax Town:	0341
				Age Group:	2
				Class:	79110
42	GA	2015	DODGE/CHARGER	VIN:	2C3CDXAT7FH928822
				Body:	Sedan
				Garage Loc:	JONESBORO
				Cost New:	\$32,000
				Territory:	124
				Tax Town:	0341
				Age Group:	2
				Class:	79110
43	GA	2015	DODGE/CHARGER	VIN:	2C3CDXAT6FH928830
				Body:	Sedan
				Garage Loc:	JONESBORO
				Cost New:	\$32,000
				Territory:	124
				Tax Town:	0341
				Age Group:	2
				Class:	79110
44	GA	2015	DODGE/CHARGER	VIN:	2C3CDXAT8FH928828
				Body:	Sedan
				Garage Loc:	JONESBORO
				Cost New:	\$32,000
				Territory:	124
				Tax Town:	0341
				Age Group:	2
				Class:	79110
45	GA	2016	FORD/F350	VIN:	1FTBF3A60GEC24698
				Body:	Conventional
				Garage Loc:	JONESBORO

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

# OneBeacon

GOVERNMENT RISKS

**Veh State Year Make/Model**

Cost New: \$26,634  
Territory: 124  
Tax Town: 0341  
Radius: 50  
Business Use: S  
Age Group: 1  
Class: 21499

46 GA 2012 CHEVROLET/TAHOE

VIN: 1GNLC2E02CR241638  
Body: Sport Utility  
Garage Loc: JONESBORO  
Cost New: \$38,450  
Territory: 124  
Tax Town: 0341  
Age Group: 5  
Class: 79110

47 GA 2012 CHEVROLET/TAHOE

VIN: 1GNLC2E01CR241629  
Body: Sport Utility  
Garage Loc: JONESBORO  
Cost New: \$38,450  
Territory: 124  
Tax Town: 0341  
Age Group: 5  
Class: 79110

48 GA 2008 CHEVROLET/SILVERADO

VIN: 1GCEC14X88Z148267  
Body: Conventional  
Garage Loc: JONESBORO  
Cost New: \$17,500  
Territory: 124  
Tax Town: 0341  
Age Group: 9  
Class: 79110

49 GA 1994 FORD/F

VIN: 1FDLF47M1REA37095  
Body: Long Conventional  
Garage Loc: JONESBORO  
Territory: 124  
Tax Town: 0341  
Age Group: 23  
Class: 79110

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## Automobile Policy Coverages

Coverage	Limit	Deductible
Liability	\$1,000,000	
Hired Auto		
Hired Excess Auto Liability	Covered	
Non-Owned Auto		
Non-Owned Auto Liability	Covered	
Broad Form Endorsement		

## Automobile State Coverages

Coverage	Limit	Deductible
Georgia UM BI & PD	\$75,000	

## Automobile Vehicle Coverages

Veh Coverage	Limit	Deductible
1 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
2 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
3 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
4 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
5 Liability		

Attachment: OneBeacon Insurance Proposal - eff 04/12/16 (1034 : Insurance Renewal - One Beacon)

## Automobile Vehicle Coverages

Veh Coverage	Limit	Deductible
Medical Payments	\$5,000	
Comprehensive		\$1,000
Collision		\$1,000
UM BI & PD		
6 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,000
Collision		\$1,000
UM BI & PD		
7 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,000
Collision		\$1,000
UM BI & PD		
8 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,000
Collision		\$1,000
UM BI & PD		
9 Collision		\$1,000
Fire & Theft (Stated Amount)		\$1,000
Liability		
Medical Payments	\$5,000	
UM BI & PD		
10 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,000
Collision		\$1,000
UM BI & PD		
11 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,000
Collision		\$1,000
UM BI & PD		
12 Liability		

Attachment: OneBeacon Insurance Proposal - eff 04/12/16 (1034 : Insurance Renewal - One Beacon)

## Automobile Vehicle Coverages

Veh Coverage	Limit	Deductil
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
13 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
14 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
15 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
16 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
17 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
18 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
19 Liability		

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)



## Automobile Vehicle Coverages

Veh Coverage	Limit	Deductil
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
20 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
21 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
22 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
23 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
24 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
25 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
26 Liability		

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## Automobile Vehicle Coverages

Veh Coverage	Limit	Deductible
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
27 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
28 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
29 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
30 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
31 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
32 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
33 Liability		

Attachment: OneBeacon Insurance Proposal - eff 04/12/16 (1034 : Insurance Renewal - One Beacon)

## Automobile Vehicle Coverages

Veh Coverage	Limit	Deductil
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
34 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
35 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
36 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
37 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
38 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
39 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
40 Liability		
Medical Payments	\$5,000	

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## Automobile Vehicle Coverages

Veh Coverage	Limit	Deductible
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
41 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
42 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
43 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
44 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
45 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
46 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
47 Liability		
Medical Payments	\$5,000	

Attachment: OneBeacon Insurance Proposal - eff 04/12/16 (1034 : Insurance Renewal - One Beacon)

## Automobile Vehicle Coverages

Veh Coverage	Limit	Deductil
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
48 Liability		
Medical Payments	\$5,000	
Comprehensive		\$1,0
Collision		\$1,0
UM BI & PD		
49 Liability		
Medical Payments	\$5,000	
UM BI & PD		

## Covered Auto Symbol(s)

1 - ANY AUTO  
 2 - OWNED AUTOS  
 7 - SPECIFICALLY DESCRIBED

Liability	1
Medical Payments	2
Uninsured Motorists	2
Comprehensive	7
Collision	7

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)



## Inland Marine Coverages

Loc	Bldg Coverage	Limit	Deductible
	<b>Data Breach</b>		
	Deductible Amount		\$1,0
	Any One Occurrence	\$25,000	
	Annual Aggregate	\$25,000	
	Additional Expense Coverage		
	Annual Aggregate Sublimits		
	Legal Services	\$25,000	
	Public Relations	\$25,000	
	Third Party Data Breach	\$25,000	
	Data Extortion Ransom		
	Coverage	\$25,000	
	Data Extortion Reward		
	Coverage	\$25,000	
	<b>Miscellaneous Articles</b>	\$6,000	
	Deductible Amount		\$1,0
	Description of Property:		
	\$6,000 SCHEDULED EQUIPMENT (PER		
	SCHEDULE IN FILE W/COMPANY)		
	Valuation: Actual Cash Value		
	Newly Acquired Miscellaneous Articles	\$50,000	
	Pollutant Clean Up	\$25,000	
	Debris Removal	\$25,000	
	Preservation of Property - Expense		
	Coverage	\$10,000	
	Days	30	
	Inventory or Appraisals	\$10,000	
	<b>Contractor's Equipment</b>		
	Deductible Amount		\$1,0
	Description of Property:		
	\$207,460 SCHEDULED EQUIPMENT (PER		
	SCHEDULE IN FILE W/COMPANY)		
	Valuation: Actual Cash Value		
	All Covered Property	\$209,460	
	Additionally Acquired Equipment	\$250,000	
	Days	60	
	Construction Documents	\$2,500	

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## ***Inland Marine Coverages***

<b>Loc</b>	<b>Bldg Coverage</b>	<b>Limit</b>	<b>Deductil</b>
	Debris Removal	\$5,000	
	Employee Tools and Clothing	\$2,500	
	Pollutant Clean Up	\$10,000	
	Preservation of Property - Expense Coverage	\$2,500	
	Days	30	
	Rental Expense Reimbursement	\$2,500	
	Days	2	
	Leased, Rented or Borrowed Contractors Equipment from Others		
	Any One Item	\$1,000	
	All Items	\$2,000	
	Your Contractor's Equipment Leased, Rented or Borrowed by Others		
	Any One Item	\$1,000	
	All Items	\$2,000	

## **Terrorism - Inland Marine**

Insured Name and Address:

Quote Number: 1811456-5CITY OF JONESBORO  
124 NORTH AVE  
JONESBORO, GA 30236-3278**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act or acts that are 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 an air carrier or vessel 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

The prospective premium required for your terrorism coverage is: \$ 337 .

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An **exclusion** of terrorism losses, as defined by the Act, will then be made part of your policy.

☐

I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the act.

If your policy includes Property Coverage in one or more of these states: CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, PA, RI, VA, WA, WI, or WV; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in which your policy provides property coverage, is \$72. This amount is included in your policy premium and cannot be rejected.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Atlantic Specialty Insurance Company

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

If you have any questions about this notice, please contact your agent.

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

## GEORGIA UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION

<b>Applicant/Named Insured:</b> CITY OF JONESBORO 124 NORTH AVE JONESBORO, GA 30236-3278	<b>Producer:</b> PUBLIC RISK UNDERWRITERS OF GEORGIA, INC. 4725 PEACHTREE CORNERS CIRCLE #370 NORCROSS, GA 30092
<b>Policy Effective Date:</b> 04/12/2016	<b>Policy Number:</b> 791000760-0002

Georgia law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document describes this coverage and the options available.

You should read this document carefully and contact your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

### UNINSURED MOTORISTS COVERAGE

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury or property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Uninsured Motorists Coverage – Added On To At-Fault Liability Limits provides insurance protection, in general, with respect to an insured's covered losses that are in addition to the limits of liability under any applicable bonds or policies.

Uninsured Motorists Coverage – Reduced By At-Fault Liability Limits provides insurance protection, in general, wherein the amount of coverage is reduced by all sums paid by or on behalf of anyone who is legally responsible.

Georgia law generally requires that your policy include Uninsured Motorists Coverage – Added On To At-Fault Liability Limits, unless you reject Uninsured Motorists Coverage entirely or unless you instead select, for a reduced premium, Uninsured Motorists Coverage – Reduced By At-Fault Liability Limits.

Unless rejected, your policy must include Uninsured Motorists Coverage at a limit not less than a single limit of \$75,000 for each accident. This limit will be referred to as the "minimum limit" for Uninsured Motorists Coverage.

Your options with respect to Uninsured Motorists Coverage include:

#### A. You may select Uninsured Motorists Coverage:

1. You may select Uninsured Motorists Coverage – Added On To At-Fault Liability Limits; or
2. You may reject Uninsured Motorists Coverage – Added On To At-Fault Liability Limits and select Uninsured Motorists Coverage – Reduced By At-Fault Liability Limits.

In addition, you may select Uninsured Motorists Coverage at a limit equal to the liability coverage limit of your policy or, if the liability coverage limit of your policy exceeds the above referenced "minimum limit" for Uninsured Motorists Coverage, you may select Uninsured Motorists Coverage at a limit less than the liability coverage limit of your policy but not less than the above referenced "minimum limit" for Uninsured Motorists Coverage.

**OR**



**B. You may reject Uninsured Motorists Coverage entirely.**

Please indicate your choice from either **A.** or **B.** as follows:

**A. Selection of Uninsured Motorists Coverage**

Please indicate your choice by initialing next to the appropriate item(s) in Sections 1. AND 2.:

**1. Selection of either Uninsured Motorists Coverage – Added On To At-Fault Liability Limits or Uninsured Motorists Coverage – Reduced By At-Fault Liability Limits**

Please indicate your choice by initialing next to the appropriate item(s) in **a.** OR **b.** below:

(Initials) _____	a. I select Uninsured Motorists Coverage – Added On To At-Fault Liability Limits.
OR	
(Initials) _____	b. I reject Uninsured Motorists Coverage – Added On To At-Fault Liability Limits and select Uninsured Motorists Coverage – Reduced By At-Fault Liability Limits.
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">_____ Signature Of Applicant/Named Insured</div> <div style="width: 35%;">_____ Date</div> </div>	

**2. Selection Of Uninsured Motorists Coverage Limit:**

Please indicate your choice by initialing next to the appropriate item(s) in **a.** OR **b.** and signing below.

Please note that we only offer uninsured Motorists Coverage limits up to the Liability Coverage limit of your policy, even though higher limits may appear below.

(Initials) _____	a. I select Uninsured Motorists Coverage at a limit equal to my Combined Single Limit.												
OR													
(Initials) _____	b. I select Bodily Injury Uninsured Motorists Coverage And Property Damage Uninsured Motorists Coverage at the following limit: (Choose one Combined Single Limit option from the following:)												
(Initials) _____ _____ _____	<table style="width: 100%; border: none;"> <tr> <th style="text-align: center;">Combined Single Limit</th> <th style="width: 20%;"></th> <th style="text-align: center;">Combined Single Limit</th> </tr> <tr> <td style="text-align: center;">\$75,000</td> <td style="width: 20%;"></td> <td style="text-align: center;">\$350,000</td> </tr> <tr> <td style="text-align: center;">\$100,000</td> <td></td> <td style="text-align: center;">\$500,000</td> </tr> <tr> <td style="text-align: center;">\$250,000</td> <td></td> <td style="text-align: center;">\$1,000,000</td> </tr> </table>	Combined Single Limit		Combined Single Limit	\$75,000		\$350,000	\$100,000		\$500,000	\$250,000		\$1,000,000
Combined Single Limit		Combined Single Limit											
\$75,000		\$350,000											
\$100,000		\$500,000											
\$250,000		\$1,000,000											
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">_____ Signature Of Applicant/Named Insured</div> <div style="width: 35%;">_____ Date</div> </div>													

**B. Rejection Of Uninsured Motorists Coverage**

If you wish to reject Uninsured Motorists Coverage entirely, you may do so by initialing and signing below.

(Initials) _____	I reject Uninsured Motorists Coverage entirely.
_____ Signature Of Applicant/Named Insured	_____ Date

If you wish to change the coverage you currently have, complete this form, sign and return to:

Attachment: OneBeacon Insurance Proposal - eff 041216 (1034 : Insurance Renewal - One Beacon)

Co. #	Year	Make	Model	Type	Vin #	Class	Cost New	Comp Ded	Coll Ded	Department
1	1999	Ford	F150		1FTZF722XNA63598	1499	\$14,300	1000	1000	
3	1995	Timco	Sweeper		1FDXR72C5SVA23988	31499	\$91,800	1000	1000	
4	1998	Chev	Small Dump	TRUCK	1GBJC34R42F036788	21499	\$20,534	1000	1000	
7	2006	Ford	F250		1FTNF20V27EA13710	1499	\$15,885	1000	1000	
8	2007	Ford	Expedition		1FMFU15507LA34534	1499	\$21,000	1000	1000	
11	2007	Loadmaster	Garbage		1FVHCYDJ07HY98644	31499	\$125,000	1000	1000	
14	2008	Tow Pro	Trailer		4HDLS14118D001031	68499	\$20,000	1000	1000	
15	2008	Ford	F250		1FTSX205X8ED92592	1499	\$18,400	1000	1000	
16	2008	Ford	CV		2FAFP71V08X174680	7911	\$20,000	1000	1000	
17	2008	Ford	CV		2FAFP71V28X174681	7911	\$20,000	1000	1000	
18	1999	Ford	F550		1FDAF57F5XEE34689	1499	\$25,000	1000	1000	
19	2008	Ford	CV		2FAFP71V48X174679	7911	\$21,000	1000	1000	
20	2008	Ford	CV		2FAFP71V28X174678	7911	\$21,000	1000	1000	
21	2008	Chev	Silverado		1GCEC14X88Z148267	7912	\$17,000	1000	1000	
22	2008	Chev	Impala		2G1WB58K781371060	7911	\$22,925	1000	1000	
23	2009	Chev	Blazer		1G8ED18J8FF213081	1499	\$22,000	1000	1000	
24	2009	Ford	CV		2FAHP71V99X147228	7911	\$22,400	1000	1000	Police Dept
25	2009	Ford	CV		2FAHP71V59X148439	7911	\$22,400	1000	1000	Police Dept
26	2005	Jeep	Cherokee		1J4GS48K05C503789	1499	\$18,000	1000	1000	
27	2010	Harley	Motorcycle		1HD1FMM10AB668396	7942	\$14,000	1000	1000	
28	1997	Dodge	Ram		2B7HB11XX1VK562591	1499	\$15,000	1000	1000	
29	1989	AM General	Hummer		59532	1499	\$65,000	1000	1000	
30	1994	AM General	Hummer		157210	1499	\$65,000	1000	1000	
31	2012	Chevy	Tahoe		1GNLC2E02CR241638	7912	\$25,725	1000	1000	
32	2012	Chevy	Tahoe		1GNLC2E01CR241629	7912	\$25,725	1000	1000	
33	2011	Chevrolet	Caprice		6G1MK5T23BL541919	7911	\$22,900	1000	1000	
34	2013	Dodge	Charger	Sedan	2C3CDXAT2DH608028	7911	\$27,136	1000	1000	
35	2013	Dodge	Charger	Sedan	2C3DXATODH608027	7911	\$27,136	1000	1000	
36	2013	Dodge	Charger	Sedan	2C3CDXAT7DH619669	7911	\$28,196	1000	1000	
37	2013	Dodge	Charger	Sedan	2C3CDXAT5DH619668	7911	\$28,136	1000	1000	
40	2014	Dodge	Charger	Sedan	2C3CDXAT9EH172179	7911	\$27,000	1000	1000	
41	2002	Chevrolet	Silverado		26CEC19T121373006	1499	\$5,800	1000	1000	
42	2014	Dodge	Charger		2C3CDXATXEH163989	7911	\$23,455	1000	1000	
43	2014	Dodge	Charger		2C3CDXAT3EH163994	7911	\$23,445	1000	1000	
44	2014	Dodge	Charger		2C3CDXAT0EH164004	7911	\$23,445	1000	1000	
45	1993	Ford	F350	PU	1FDKF37M8PNA91092	1499	\$18,000	1000	1000	
46	2014	Dodge	Charger	Police	2C3CDXAT6EH101255	7911	\$34,193	1000	1000	Added 2.23.15
47	2014	Dodge	Charger	Police	2C3CDXATXEH191260	7911	\$34,193	1000	1000	Added 2.23.15
48	2014	Dodge	Charger	Police	2C3CDXAT2EH186067	7911	\$34,193	1000	1000	Added 2.23.15
49	2015	Chevrolet	Tahoe	4 Door	1GN5CAK2CFR139779	1499	\$33,957	1000	1000	Added 3.19.15
50	2005	GMC	Yukon		1GKEC13T55R113264		\$30,000	1000	1000	Add
51	1997	Cushman	Mini Van		97X94924					Add
53	2015	Dodge	Charger		2C3CDXAT0FH928855		\$24,178	1000	1000	Add 10.16.15
54	1994	Ford	LGT	Convntl TRK	1FDLF47M1REA37095					Added 1.12.16
55	2015	Dodge	Charger		2C3CDXAT6FH928827		\$32,000	1000	1000	Added 1.21.16

Revise

Revise

## City of Jonesboro - Vehs as of 3.15.16

56	2015	Dodge	Charger	2C3CDXAT7FH928822		\$32,000	1000	1000	Added 1.21.16
57	2015	Dodge	Charger	2C3CDXAT6FH928830		\$32,000	1000	1000	Added 1.21.16
58	2015	Dodge	Charger	2C3CDXAT8FH928828		\$32,000	1000	1000	Added 1.21.16
59	2016	Ford	F350	1FTBF3A60GEC24698		\$26,634	1000	1000	Added 3.1.16

Net # of Autos= 49

Vehs Deleted:

2	1952	Ford	Pumper	PO64	7909	\$0			Delete
5	2001	Ford	CV	2FAFP71W21X187316	7911	\$25,800	1000	1000	Delete
6	2002	Toyota	Camry	4T1BE32K32U537740	7398	\$20,000	1000	1000	Delete
9	2007	Ford	Crown Vic	2FAFP71W57X154707	7911	\$24,000	1000	1000	Deleted 2.5.16
38	2009	Ford	CV	2FAHP71V09X124470	7911	\$26,690	1000	1000	Deleted 2.5.16
39	2009	Ford	CV	2FAHP71V49X124469	7911	\$26,690	1000	1000	Deleted 2.5.16
52	2006	Ford	CV	2FAFP71W66X130849		\$25,000	1000	1000	Delete 2.5.16
10	2007	Ford	Crown Vic	2FAFP71W77X154708	7911	\$24,000	1000	1000	delete 3/10
12	2008	Ford	F150	1FTRF12218KB29780	7912	\$21,500	1000	1000	delete 3/10
13	1991	Ford	Chipper	TRUCK	1FDNK74P5NVA06298	21499	\$50,000	1000	delete 3/10

Prem #	Bldg #	Occupancy	Location	Constr. Type	PC	Stories	Yr Blt	Area	Bldg Amt	Cont Amt	EDP
1	1	B CITY HALL	124 North Avenue, Jonesboro, GA	FRAME	3	1	1923	4400	\$590,554	\$60,000	\$25,000
2	1	B POLICE STA	170 S Main Street, Jonesboro, GA	MASONRY/NC	3	0	1998	6000	\$944,886	\$550,000	\$50,000
3	1	B NEW FIRESTA	264 N. Main Street, Jonesboro, GA	MASONRY/NC	3	0	2000	15000	\$2,292,473	\$10,000	\$0
4	1	B MPPAVILLION	Hayes St./N. Ave., Jonesboro, GA	NC	3	1	2001	1200	\$31,171	\$0	\$0
4	2	B MPPLAYEQUIP	Hayes St./N. Ave., Jonesboro, GA	METAL/PLASTIC	3	0	2005	0	\$118,111	\$0	\$0
4	3	B RESTROOM	Haynes St./North Ave., Jonesboro, GA	CONCRETE BLK	3	1	2011	224	\$22,200	\$0	\$0
5	1	B P. AVILLION	200 Jodeco Road, Jonesboro, GA	NC	3	1	2001	1200	\$31,181	\$0	\$0
5	2	B RESTROOMS	200 Jodeco Road, Jonesboro GA	NC	3	1	2004	500	\$59,055	\$0	\$0
5	3	B P PLAY EQUI	200 Jodeco Rd., Jonesboro, GA	METAL/PLASTIC	3	0	2005	0	\$70,867	\$0	\$0
6	1	B PUB.WORKSOF	100 Gloria Dr., Jonesboro, GA	NC	3	0	1985	4000	\$392,128	\$60,000	\$10,000
6	2	B PUBWORKSSHIP	100 Gloria Dr., Jonesboro, GA	NC	3	0	1985	5000	\$395,671	\$60,000	\$0
6	3	PW STORG	100 Gloria Dr., Jonesboro, GA 30236	METAL	3	1	2013	2550	\$60,700	\$0	\$0
7	1	B HOME	173 Cloud Street	BRICK	3	1	1965	1500	\$171,279	\$0	\$0
8	1	B OLDFIRESTAT	103 W. Mill St., Jonesboro GA 30236	JM	3	0	1978	1500	\$318,899	\$0	\$0

\$5,499,175	\$740,000	\$85,000
Bldg:	Cont:	EDP:

Total Bldg & Content:  
EDP:

\$6,239,175  
\$85,000



No.	Year	Equipment	Ser. #	Model	Amt
7	0	M200 XP Chipper w/90 hp Kubota Motor	002602		\$25,000
2	0	Ford Air Compressor	135630		\$8,000
3	0	London Fog MisquitoFogger #810	13944		\$5,000
4	1997	Ford Tractor #3930	064364B		\$12,100
6	0	Komatsu Backhoe	D2431C		\$45,000
8	2009	Golf Cart			\$6,000
10	2004	Scag 52" Mower	93003301		\$7,200
11	2004	Scag 52" Mower	9300294		\$7,200
12	2004	Scag 52" Mower	9300233		\$7,200
16	2012	Scag Cheetah	H300511		\$10,000
17	2012	Scag Cheetah	H300514		\$10,000
15	0	Kubota RTV1140CPK			\$13,393
15	2013	SCAG TIGER CAT	G2900851		\$10,289
16	2012	SCAG CHEETAH	H7001496		\$10,289
17	2013	SCAG CHEETAH	H7001497		\$10,289
18	0	Extreme Vac Self Cont. Trailer mounted Leaf Vacuum w/diesel engine		XV8031D	\$26,500

TOTAL: \$213,460

13	2004	Scag 52" Mower	C6680049		\$7,200	delete 3/10
14	2004	Scag 52" Mower	D6900126		\$7,200	delete 3/10



# CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

11.J

- J

COUNCIL MEETING DATE

April 11, 2016

Requesting Agency (Initiator)

Office of the City Clerk

Sponsor(s)

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

Council to consider the City of Jonesboro Beautification Plan 2015-2020.

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

All Policies Must be Ratified by Mayor &amp; Council

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

Yes

The City of Jonesboro Beautification Plan is a comprehensive plan intended to guide the beautification of public and private properties in the city limits of Jonesboro, Georgia. The plan includes an analysis of the city's beautification needs and recommendations on fulfilling those needs. The plan is developed by the City of Jonesboro Beautification Plan Committee consisting of the Mayor, City Clerk, Chief of Police, Director of Public Works and Code Enforcement Officer. The City of Jonesboro Beautification Plan is a guiding tool to identify areas in need of beautification throughout the City and recommendations on how to achieve an overall beautiful and attractive City of Jonesboro.

The overall goal of the Beautification Plan is to identify and implement projects that will beautify our community, increase desirability of commercial and residential real estate, and encourage residential home owners and business owners to invest in landscaping and cleanup of their properties.

To assist with implementing and continuity with the Beautification Plan, staff is requesting that an Advisory Council be created. Staff feels that the Council should consist of no more than five persons. The Code Enforcement Officer, City Clerk, Public Works Director will serve as ex-officio members. The Mayor or her designee shall also sit on the Advisory Council.

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

- Jonesboro Beautification Plan - final

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

Approval

## FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky Clark, City Clerk	Date April, 11, 2016	04/04/16 ITEM 04/11/16	City Council Next: 04/11/16 City Council	CONSENT AGENDA ADOPTED
Signature	City Clerk's Office			

# CITY OF JONESBORO

# Beautification Plan

## 2015-2020



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Prepared By Ricky L. Clark, Jr., City Clerk

## **PURPOSE AND GOAL**

The City of Jonesboro Beautification Plan is a comprehensive plan intended to guide the beautification of public and private properties in the city limits of Jonesboro, Georgia. The plan includes an analysis of the city's beautification needs and recommendations on fulfilling those needs. The plan is developed by the City of Jonesboro Beautification Plan Committee consisting of the Mayor, City Clerk, Chief of Police, Director of Public Works and Code Enforcement Officer. The City of Jonesboro Beautification Plan is a guiding tool to identify areas in need of beautification throughout the City and recommendations on how to achieve an overall



beautiful and attractive City of Jonesboro.

The overall goal of the Beautification Plan is to identify and implement projects that will beautify our community, increase desirability of commercial and residential real estate, and encourage residential home owners and business owners to invest in landscaping and cleanup of their properties.

## **BACKGROUND**

Since chartered, the City of Jonesboro has been known as a town centered its keen attention to preservation of its historical attributes, viable industry and community oriented residents. Indeed, Jonesboro is known as one of the most historic towns in Clayton County. Being the county seat, the City of Jonesboro is home to several major organizations – Clayton County Governmental Offices & the Clayton County Board of Education to name a few.

The character of Jonesboro has resulted in an overall city appearance that now demands enhanced beautification efforts. Such beautification will go a long way to attract a diversified economy and residential atmosphere. The City of Jonesboro is dedicated to upgrading its quality of life proffering to incentivize home builders and retailers to develop in Jonesboro.

The City of Jonesboro would like to partner with the community to assist in the beautification initiatives listed below. A beautification program of this magnitude does not happen overnight, and many of these initiatives will take a dedicated commitment of time and resources. As such, the city has estimated construction/project costs for these initiatives and appeal to the community to assist in making these efforts a reality.

### **The benefits of a Beautification Plan include:**

1. Consistency in decision making – The Beautification Plan gives decision makers a consistent reference point for directing beautification efforts;
2. Ability to make informed decisions – The Beautification Plan provides facts on existing conditions, and recommendations on beautifying existing conditions enabling the decision makers to understand the impact of their decisions;
3. Produce positive economic development – Beautiful communities attract new growth and development, as well as protects property values in both residential and commercial community.

## **INITIATIVE 1 – CREATION OF AN ENTRY CORRIDOR OVERLAY ZONE**

Entry Corridor Overlays lend additional guidelines that enhance the corridors of the City of Jonesboro. The district will be established to provide development standards for particular roadway corridor areas that are in addition to current zoning districts already in existence within the designated corridors. The ECO is designed to recognize the importance of the corridors and enhance the aesthetic appeal for those entering the city. Guidelines will include additional screening, signage, and additional landscaping requirements for new commercial or industrial structures. The ECO zone will be a target area for code enforcement compliance. Additionally, in the Entry Corridor Overlays, the City of Jonesboro will work closely with the Department of Transportation on placement of new city entrance signage, additional streetscape improvements in the state right-of-ways, and maintenance of the right-of-ways in the following overlays:

1. North Main Street @ Fayetteville Rd.
2. North Avenue @ Tara Blvd.
3. Tara Blvd @ Poston Rd.
4. Jonesboro Road @ Raymond St.
5. South Main Street @ City Limits
6. Stockbridge Road @ City Limits

### **RECOMMENDATIONS:**

- 1) Create the Entry Corridor Overlay Zone.
- 2) Bid right-of-way landscaping design for the overlays and create a budget for these improvements.
- 3) Begin implementation of the corridor regulations on the corridors along Tara Blvd & N. Main Street.
- 4) Meet with property owners in the corridors to involve them in the beautification efforts of the area.
- 5) Since the City of Jonesboro will rely on the businesses in the corridor to provide additional landscaping, beautification grant opportunities should be created and made available to soften the cost for the additional landscaping guidelines.
- 6) Meet with the Georgia Department of Transportation & Clayton County Department of Transportation regarding landscaping and signage in the state public right-of-ways.

### **RESPONSIBLE DEPARTMENTS:**

- A. City Clerk
- B. Code Enforcement
- C. Public Works

### **PROJECT COST:**

TBD

## **INITIATIVE 2 – UNIFORM AND ATTRACTIVE SIGNAGE**

**Entryway Signage** establishes a visual aesthetic that will enhance the appearance of the community. The role of the entryway sign is to set an image that will generate a favorable impression to visitors and citizens.



The goal of **Wayfinding Signage** is to make it easy for visitors and residents to navigate around downtown, as well as highlight attractions within the City and offerings in an appealing and informative manner.

**Backlit Street Signage** -Many Cities have begun the transition to backlit street signage on major intersections within their cities. Backlit signage not only helps automobile drivers with identifying street names at night but also has an aesthetic value for the drivers on the road.

**Signage Audit**- There are currently many permanent signs (church signs, old signage at the city limits, civic organization signs, etc.) that are positioned in the City of Jonesboro. Many of these signs are old, cracked, faded, or obsolete and need to be replaced, maintained, or removed permanently. The Jonesboro sign ordinance currently prohibits signage in the right-of-way exempting signage for government entities (state signage, street signs, way finding signage etc). The City of Jonesboro will perform an audit to determine how many signs fall in this category and will contact the owners of the signs to remove, repair, or permit these signs.

#### RECOMMENDATIONS:

- 1) Begin a wayfinding program for key destinations throughout the City. Work with the Jonesboro Convention & Visitors Bureau, Arts Clayton, Stately Oaks, and others to identify sign characteristics.
- 2) Design the new Gateway corridor signage for all entry corridors.
- 3) Prioritize intersections that would benefit from backlit signage.
- 4) Perform audit to identify all signage needing repair.

#### RESPONSIBLE DEPARTMENTS:

- A. City Clerk's Office
- B. Public Works Department
- C. Code Enforcement Office

#### PROJECT COST:

TBD



#### INITIATIVE 3 - NEIGHBORHOOD ENHANCEMENT

As stated in the 2015 City of Jonesboro Comprehensive Plan, "The preservation and enhancement of neighborhoods are a critical component of any community." "Neighborhood Beautification Programs" are recommended under the Beautification Plan and are essential to enhancement of properties. During this program, the City of Jonesboro Code Enforcement Office will work with other departments at the City of Jonesboro to identify and abate code violations in a designated neighborhood with the intent of improving the quality of life for the residents of the neighborhood and the general citizenry. The Code Enforcement Department will look for violations of high weeds and grass, junk vehicles, the accumulation of junk and debris, locations that do not have address numbers posted, dangerous structures, and other violations of the City Code. The Public Works Department will address issues such as potholes, replacement of street signs, mowing of rights-of-ways, and trash pick-up along the streets.

**RESPONSIBLE DEPARTMENTS:**

- A. Code Enforcement
- B. Public Works Department

**PROJECT COST:**

\$0

**INITIATIVE 4 - LITTER CONTROL PROGRAMS****Adopt a Street Program**

This year we plan to launch the “Adopt a Street Program” in Jonesboro.” The program will be a joint effort between the City of Jonesboro, Keep Clayton County Beautiful and residents to keep right-of-ways and neighborhoods clean and beautiful. The program will allow residents, businesses, clubs, and organizations to express their pride and commitment to the community, while providing them with signage recognition for their time and effort in beautification of their City. There are many areas throughout the City in which we feel can be adopted by certain individuals or companies.

**RECOMENDATION:** With the implementation of the “Adopt a Street Program,” the community will have a hand in keeping our city beautiful. Additionally, contracting with the County juvenile probation and the Perry Center to remediate litter on our state right-of-ways and Entry Corridor Overlays will enhance our beautification efforts for the gateways into the City of Jonesboro.

**RESPONSIBLE DEPARTMENT**

- A. Code Enforcement
- B. Public Works
- C. City Clerk
- D. Police Department

**PROJECT COST:**

Safety Vests \$180.00

Bags \$60.00

New signage TBD



## **INITIATIVE 5 – DEMOLISH DILAPIDATED STRUCTURES**

Dilapidated structures (structure is in a condition of decay and partial or complete collapse is possible) within a city are always an eyesore. Many times the structure is in need of repair or demolition but the owners of the property cannot be found, are deceased, or live out of state. This makes for a lengthy and difficult process for demolition or repair of structures. An annual budget of \$30,000 will be set aside for demolition of structures. As always, the City gives notice to the property owner and allows ample opportunity to demolish the structure. If there is no compliance with the property owner then the city will demolish the structure and place a lien on the property.

### **RECOMMENDATIONS:**

- 1) The creation of a demolition policy will be created for approval by the City Council.
- 2) A list of dilapidated structures will be created and prioritized by the structures that are most unsafe.
- 4) The list should be reviewed on a yearly basis by the Jonesboro City Beautification Committee.

### **RESPONSIBLE DEPARTMENT**

- A. Code Enforcement Department
- B. Public Works Department
- C. City Clerk

### **PROJECT COST:**

\$30,000 annually

## **EXECUTIVE SUMMARY**

The goal of the beautification plan is to improve the overall appearance of the City of Jonesboro and its entry corridors. The elements of the plan will be combined to enhance the beauty of Jonesboro and create a true sense of place. Investing in beautification supports existing and proposed private and public investments in the area. And, as this is a living document, the Beautification Plan will continue to identify projects that will beautify our community, increase desirability and quality of life, and encourage residential homeowners and business owners to invest in landscaping and clean-up of their properties.





# CITY OF JONESBORO, GEORGIA COUNCIL

## Agenda Item Summary

Agenda Item #

11.K

- K

COUNCIL MEETING DATE

April 11, 2016

Requesting Agency (Initiator)

Office of the City Clerk

Sponsor(s)

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

Council to consider Lee Street Park Bench Donation Program.

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

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

Yes

Beautification

Summary &amp; Background

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

After several requests for naming of benches at Lee Street Park, staff has devised a "Park Bench Donation Form." This effort is coordinated as a creative way for our residents to celebrate significant people and memories. The donations per bench:

- Flat Bench for Lee Street Park: \$700.00
- Backed Bench for Lee Street Park: \$900.00

The price includes the cost of the bench, installation, and engraving up to 45 characters. The City will coordinate with the buyer for placement of the benches. Park benches will be ordered in groups, when possible, to be cost effective. Donors will be notified of the date of installation of the park bench. The first set up benches that will be named will be existing benches. The donation will be used to purchase additional benches and/or used for the maintenance of damaged benches.

The City of Jonesboro has sole responsibility for the care and maintenance of the park bench once installed and assumes the responsibility for vandalism of the bench. Maintenance and repairs will be performed by the City, as needed.

Fiscal Impact

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

- Flat Bench for Lee Street Park: \$700.00
- Backed Bench for Lee Street Park: \$900.00

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

- Lee Street Park Bench Donation

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

Approval

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

Typed Name and Title  
Ricky Clark, City ClerkDate  
April, 11, 201604/04/16  
ITEM  
04/11/16City Council  
Next: 04/11/16  
City CouncilCONSENT AGENDA  
ADOPTED

Signature

City Clerk's Office





## Park Bench Donation Program

This is your chance to remember a loved one or honor someone's special achievement with a beautiful park bench engraved with a name or an appropriate sentiment.

Your donations may be eligible for charitable receipts for income tax purposes.

Please contact your tax advisor.

### EXAMPLES

*In Loving Memory of  
**Jonathan Smith**  
9/3/1922 to 3/26/2012  
Always in Our Hearts*

*In Recognition of the 50th Birthday  
Of Ronnie Schablon  
Given with love on January 2011*

*Robert Anderson  
In Appreciation For Your Service  
Boy Scout Troop 350*



City of Jonesboro  
124 North Avenue  
Jonesboro, Georgia 30236  
Tel (770) 478-3800  
Fax (770) 478-3775  
[www.jonesboroga.com](http://www.jonesboroga.com)



11.K.a

# Preserve the memory...



Attachment: Lee Street Park Bench Donation (1027 : Park Bench Donation Program)

## Program Guidelines

The City of Jonesboro is pleased to offer our Park Bench Donation Program to remember a loved one or to honor someone's special achievement. Your bench will enhance the aesthetic value of our community for all to enjoy while preserving the legacy of a family member or friend.

The City has selected two attractive benches for our parks.

### Flat Bench



### Backed Bench



All of the benches are durable and easy to maintain. Both benches are six foot in length with cast iron ends. Benches are powder coated. Donations may be eligible for charitable receipts for income tax purposes. Please consult your tax advisor.

## Program Guidelines

- ◆ The donations per bench:
  - Flat Bench for Lee Street Park: \$700.00
  - Backed Bench for Lee Street Park: \$900.00
- ◆ The price includes the cost of the bench, installation, and engraving up to 45 characters.
- ◆ The City will coordinate with the buyer for placement of the benches.
- ◆ Park benches will be ordered in groups, when possible, to be cost effective. Donors will be notified of the date of installation of the park bench.
- ◆ If you purchase an existing bench, your donation will be used to purchase additional benches and/or used for the maintenance of damaged benches.
- ◆ The City of Jonesboro has sole responsibility for the care and maintenance of the park bench once installed and assumes the responsibility for vandalism of the bench. Maintenance and repairs will be performed by the City, as needed.

## How to Make A Donation

- ◆ The City respectfully requests that no flowers, wreaths, pictures, etc. be placed at the site.
- ◆ Complete the "Park Bench Donations Form" found on the next page. Be sure to print your information.
- ◆ Attach your check (in full) payable to "The City of Jonesboro" and return to:
  - City of Jonesboro**
  - Park Bench Donation Program**
  - 124 North Avenue**
  - Jonesboro, Georgia 30236**
- ◆ A proof will be sent to verify engraving.

## Park Bench Donation

11.K.a

### Standard Engraving

Standard engraving up to 45\* characters is included  
(samples included on back)

***Please clearly print your verse in full. Include space between words, initials, numbers, and punctuation you want them to appear.***

*\*Additional fee for more than 45 characters.*

### Bench Style (check one)

Flat Bench (Lee Street Park): ☐ \$700.00

Backed Bench (Lee Street Park): ☐ \$900.00

Amount enclosed: \$ \_\_\_\_\_

### Donor Information

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

NOTE: You will be contacted once your application has been processed and approved. Please ensure that the information above is legible.



# CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item # **12.A**

- A

COUNCIL MEETING DATE  
April 11, 2016

Requesting Agency (Initiator)  
Office of the City Clerk

Sponsor(s)

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

Council to consider zoning appeal as filed by Ed Hayes of Derksen Portable Buildings, for business to be located at 8859 Tara Boulevard.

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

Article XI of the Zoning Code (Appeals and Variances)

**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.)

## History:

The applicant is seeking to purchase the property located 8559 Tara Boulevard. The subject property contains 2.2 acres of commercial land currently be used for general automotive repair (Goodfellas Automotive, LLC). Very recently the applicant applied for zoning verification to manufacture and assemble portable storage buildings. The storage buildings would be housed on site and sold via onsite and throughout various regions in Georgia. Upon speaking to Mr. Hayes, I advised him that this particular use, was not allowed in the C-2 District (See table 1a).

**Table 1a**

NAICS Code	USES	R-2	R-4	R-C	R-A	RM	H-1	H-2	O&I	MX	C-1	C-2	M-1	Code Section
321992	Prefabricated Wood Building Manufacturing	N	N	N	N	N	N	N	N	N	N	N	P	

The C-2 highway commercial district is established to accommodate intense retail and service commercial uses along Jonesboro's arterial highways. A broad range of such uses anticipates traffic from surrounding areas traveling through the city and affords a broad segment of the business community access to the large customer volumes associated with such locations. The automobile is the principal means of transit for shoppers in this district, and convenient on-premises parking is a primary concern. Given the value of arterial locations intended to capture heavy retail traffic, such industrial uses as manufacturing, distribution and processing are prohibited in order to reserve high visibility and enhanced access locations for highway commercial uses.

The only allowable zoning district for Mr. Hayes request is the M-1 District. The M-1 light industrial district is established to provide for manufacturing uses having a minimal impact on the environment and surrounding land uses. The district is intended to attract a complementary mix of assembly, fabricating, distribution and warehousing, service and wholesale operations. A goal of the light industrial district is to provide architectural and site design standards that encourage development of such uses in a park setting; office components are encouraged through development incentives. Uses that require significant infrastructure and transportation systems or substantial outdoor

## FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title Ricky Clark, City Clerk	Date April, 11, 2016	04/04/16 04/11/16	City Council Next: 04/11/16 City Council	OLD BUSINESS APPROVED
Signature	City Clerk's Office			

storage; create products in large unit sizes; utilize heavy equipment and massive production facilities; associated with hazardous materials, significant noise, heat, vibration or refuse generation are prohibited.

Based upon our Code, an applicant can appeal my decision under Article XI of the Zoning Code (Appeals and variances). This would not be considered a variance because 86-344(6) provides that “[n]o variance may permit a use of land, buildings or structures not permitted by right in the district involved.” Since his appeal would be of a use of land that is nonpermitted, a variance would not be allowed. The applicant is required to go through an appeal hearing before mayor & council as set forth in Article XI, Section 86-344:

#### **Sec. 86-344. - Procedures.**

Applications for a public hearing and decision on variances and administrative appeals shall be filed with the city clerk on forms provided by the city a minimum of 30 days prior to the hearing at which such applications will be heard. Each application shall contain such information as the city clerk may require sufficient to enable mayor and council to render a decision. No submitted application may be amended following public notice of the application; however, mayor and council may allow such application to be amended during the public hearing.

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

The applicant has stated that he has plans to change the façade to the building and make it more aesthetically attractive.

#### **About Derksen**

Derksen is currently located in 11 states, including Georgia. The company sales a variety of back yard storage buildings. At current, they have a facility in Perry, Georgia and are seeking to open another facility to serve the northern Georgia market. Derksen started as a small family run business in 1995 in Hickory, Kentucky. Derksen Portable Buildings has grown to provide customers all over the world with a quality product at fair price.

#### **Proposed Site:**

The applicant, Mr. Hayes has stated that all assembly and manufacturing would be done within the building during day times hours, only. Further, the storage buildings will range from 8x12 to 8x16.

#### **Current Site:**

At current, the site is in need of a new sign, landscaping and front façade updated. The area currently stores several junk vehicles and it appears that automotive repair is taking place in the rear of the building.

#### **Staff Recommendation's:**

- Should Mayor/Council approve the item, the applicant be made to adhere to site plan standards for the Tara Boulevard Overlay District.
- Applicant adhere to Architectural Design Standards for the façade as indicated in the Tara Boulevard Overlay District. *Building materials.* Buildings materials for all exterior wall facades shall be constructed of brick, stone, textured concrete masonry units, stucco, or glass.
- Applicant shall submit site plans, indicative of all aspects of improvements to be reviewed/approved by Building Official.
- Applicant shall adhere to color palette as provided for the Tara Boulevard Overlay District. *Color.* All materials shall be earth-tone in color and must be reviewed by City Staff prior to any work being started.

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

- Zoning Appeal - Derksen Portable Buildings
- Site Pictures\_Page\_1
- Site Pictures\_Page\_2
- Site Pictures\_Page\_3
- Site Pictures\_Page\_4
- Site Pictures\_Page\_5
- Site Pictures\_Page\_6
- Site Pictures\_Page\_7
- Site Pictures\_Page\_8

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





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

## ZONING APPEAL

### PROCEDURE:

Date: 3/21/16

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

### Applicant's Information

Name of Applicant: Ed Hays  
 Name of Business: Derksen Portable Buildings  
 Property's Address: 8859 Tara Blvd, Jonesboro  
 Email Address: 14ehays24@gmail.com  
 Phone: (Day): 678-776-9390 (Evening): 678-776-9390

### Owner Information

Property Owner (Please Print): Michael M. Sullivan II  
 Address: 5633 W. Highway 13 City, State, Zip Savage, MN 55378  
 Email Address: msullivan@rmsec.com  
 Phone: (Day): 952-896-7015 (Evening): 612-670-3982

### Property Information

Address: 8859 Tara Blvd City, State, Zip Jonesboro, GA 30236  
 Current Use: Auto repair + storage Current Zoning: \_\_\_\_\_  
 Legal Description of Property (Please provide as an attachment)

## Requirements

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

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

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

The current property is a 7500 sqft warehouse with 10 14ft over size bay doors. I currently is being used as a auto repair with well over 50 cars broke down all over the property. We believe that a building this size was intended to be able to assemble products. Our intent would be to assemble our portable storage sheds and then ship them out to our dealers throughout Georgia we would have a front sales lot. Out side sales are already being done by trailer sales across the street and inground pools two properties up. Perksen intends to create a landscape plan along with new signage and rebuild the front facade. All these plans to be approved by the city. Our parts are shipped in and assembled inside the building only. All work would be done during day light business hours only.

Attachment: Zoning Appeal - Derksen Portable Buildings (1032 : Zoning Appeal - Derksen Portable Buildings)

### APPLICANT AFFIDAVIT

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

Pat Daniel  
Notary Public

3-30-16  
Date

Edward P Hays  
Signature of Applicant

Edward P Hays  
Print Name

180 Longwood Dr  
Address

Jonesboro, GA 30236  
City, State, Zip



### OWNERS AFFIDAVIT

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

Jeffrey A Boraas  
Notary Public

3/29/16  
Date

Zoning Administrator

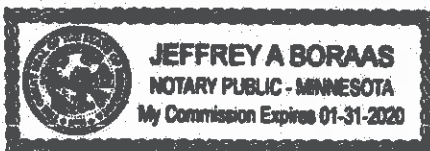
Date

Michael M. Sili II  
Signature of Owner

Michael M. Sili II  
Print Name  
Mike II Properties, LLC

5633 W Hwy 13  
Address

SAVAGE, MN 55378  
City, State, Zip







**Subject Property**  
8859 Tara Blvd  
International Auto Brokers





**Sagon Trucks & Equipment**  
Outside sales, Outside repairs  
Next door





**Tallman Pools**  
8993 Tara Blvd  
Outside Display Sales

Packet Pg. 175



**Engine Swap**  
Outside broke down cars





**Auto Emissions**  
8870 Tara Blvd (across street)  
Outside broke down cars





**ABC Bail Bonds**  
8860 Tara Blvd (across street)  
Mobile home office



**A&A Center Trailers**  
(across street)  
**Display and assembly of trailers**





**Next Store**

Broke down trucks and mobile homes