



CITY OF JONESBORO
Regular Meeting
1859 CITY CENTER WAY
November 13, 2023 – 6:00 PM

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

Agenda

- I. CALL TO ORDER - MAYOR DONYA L. SARTOR**
- II. ROLL CALL - MELISSA BROOKS, CITY CLERK**
- III. INVOCATION - FIRST BAPTIST CHURCH OF JONESBORO**
- IV. PLEDGE OF ALLEGIANCE**
- V. ADOPTION OF AGENDA**
- VI. PRESENTATIONS**
 1. Presentation of awards for Teachers of the Year in local schools.
 2. Presentation of awards for Paraprofessionals of the Year in local schools.
 3. Proclamation for National Kidpreneur Day in Jonesboro.
 4. Certificate of Appreciation for City Election Poll Workers
 5. Next Level Small Business Training Presentation by Valencia Williamson.
 6. Presentation of Tara Boulevard LCI Study.
- VII. PUBLIC HEARING**
 1. Public Hearing regarding Variance application 23-VAR-004 concerning exceeding certain sign standards for a new business at 8101 Tara Blvd, Jonesboro, Ga. 30236.
 2. Public Hearing regarding Conditional Use Permit application, 23-CU-016, for an event center by Mageedah and Marcus Wood, property owners and applicants, for property at 188 North Avenue (Parcel No. 13239B B005) Jonesboro, Georgia 30236.

3. Public Hearing regarding text amendment 23-TA-009 Ord. 2023-010 to form the Creative Placemaking Advisory Board within the Beautification Commission, Sec. 2-294, Division 1, Article VIII.

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

IX. FINANCIAL REPORT

1. Council to consider and approve unaudited Financial Statements for the operating period ended September 30, 2023.
2. Council to consider proposed FY 2023 Budget Amendment for November 2023.

X. ECONOMIC DEVELOPMENT UPDATE

XI. MINUTES

XII. CONSENT AGENDA

XIII. OLD BUSINESS

1. Council to consider Variance application 23-VAR-004 concerning exceeding certain sign standards for a new business at 8101 Tara Blvd, Jonesboro, Ga. 30236.
2. Council to consider Conditional Use Permit application, 23-CU-016, for an event center by Mageedah and Marcus Wood, property owners and applicants, for property at 188 North Avenue (Parcel No. 13239B B005) Jonesboro, Georgia 30236.
3. Council to consider text amendment 23-TA-009 Ord. 2023-010 to form the Creative Placemaking Advisory Board within the Beautification Commission, Sec. 2-294, Division 1, Article VIII.
4. Council to consider preliminary plat application 23-SUB-003 for Foxtrail subdivision at 217 South Main Street.
5. Council to consider Adoption Resolution, RES 2023-008, for newly created Jonesboro Agricultural Plan.
6. Council to consider reduction in waiting period for re-application of Zoning Appeal 23-ZA-003 and Variance 23-VAR-003 for townhomes 0 West Mill Street, Parcel No. 13241C A008, per Sec. 86-121 and 86-373.
7. Update regarding FY' 2024 Employee Holiday Calendar and subsequent 2024 Council Meeting Calendar.
8. Council to consider ADP proposal for human resources and payroll services for FY'24.
9. Update regarding Clayton County Water Authority water pump and drainage at Spring Street and Fayetteville Road.

XIV. NEW BUSINESS

1. Council to consider appointment of two new DDA Board Members.

2. Council to consider fee waiver for Leadership Clayton session at Jonesboro City Center on December 7, 2023.
3. Council to discuss status of 107 Pharr Avenue.

XV. REPORT OF MAYOR / CITY MANAGER

XVI. REPORT OF CITY COUNCILMEMBERS

XVII. OTHER BUSINESS

1. Executive Session pertaining to employment matters.
2. Consider any action(s) if necessary based on decision(s) made in the Executive Session

XVIII. ADJOURNMENT

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # 6.1
		COUNCIL MEETING DATE November 13, 2023
Requesting Agency (Initiator) Office of the City Manager	Sponsor(s) Community Development Director Allen	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Presentation of awards for Teachers of the Year in local schools.		
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Presentation of Teachers of the Year in Local Schools		
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Innovative Leadership		
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> Presentation of awards for Teachers of the Year in local schools. <u>Lee Street Elementary School</u> Teacher of the Year: Rachel Freston <u>Arnold Elementary School</u> Teacher of the Year: Mrs. Lashay Brown <u>Suder Elementary School</u> Teacher of the Year- Mrs. Ashland Adams <u>Jonesboro Middle School</u> Teacher Name: Dr. Shawonda Smith <u>Jonesboro High School</u> Teacher of the Year: Dr. Martina Morris-Orr		
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> n/a		
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> •		
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> None		

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November, 13, 2023	
Signature	City Clerk's Office	

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # 6.2 - 2
		COUNCIL MEETING DATE November 13, 2023
Requesting Agency (Initiator) Office of the City Manager	Sponsor(s) Community Development Director Allen	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Presentation of awards for Parapros of the Year in local schools.		
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Presentation of Parapros of the Year in Local Schools		
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Innovative Leadership		
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> Presentation of awards for Parapros of the Year in local schools. <u>Lee Street Elementary School</u> Para of the Year (support staff of the year): Jamila Jenkins <u>Arnold Elementary School</u> Para of the Year: n/a <u>Suder Elementary School</u> Paraprofessional of the Year- Jackie Kimbrough <u>Jonesboro Middle School</u> ParaPro Name (Student Engagement Specialist): Estellena Scott		
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> n/a		
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> •		
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> None		

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November, 13, 2023	
Signature	City Clerk's Office	

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # - 3
		COUNCIL MEETING DATE November 13, 2023
Requesting Agency (Initiator) Office of the City Manager	Sponsor(s) Community Development Director Allen	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Proclamation for National Kidpreneur Day in Jonesboro.		
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Proclamation for National Kidpreneur Day in Jonesboro		
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Innovative Leadership		
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> A “kidpreneur” is a kid who uses curiosity, compassion, courage, and collaboration to develop ideas to solve challenges in their community and the world. Various states, including North Carolina, have recognized National Kidpreneur Day as a way of celebrating and supporting local young adults under the age of 19 who start businesses and are willing to risk loss in order to make a positive difference in the world and follow their dreams. Tuesday, November 14, 2023 is hereby proclaimed National Kidpreneur Day in the City of Jonesboro.		
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> n/a		
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> National Kidpreneur Day Proclamation		
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> None		

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November, 13, 2023	
Signature	City Clerk's Office	



CITY OF JONESBORO

Proclamation

NATIONAL KIDPRENEUR DAY

WHEREAS, the City of Jonesboro celebrates and supports local Kidpreneurs and the outstanding and significant contributions they make to the local community; and

WHEREAS, a Kidpreneur is someone under the age of 19 who starts a business, and is willing to risk loss in order to make a difference in the world and follow their dreams; and

WHEREAS Kidpreneurs set great examples for their peers by balancing their academic responsibilities as well as the responsibilities of being a business owner and any other extracurricular activities they participate in; and

WHEREAS, Kidpreneurs exhibit adaptability, professionalism, and creativity; and

WHEREAS, Kidpreneurs are introduced to various life skills including risk management, customer service, resilience, and critical thinking; and

WHEREAS, Kidpreneurs have the opportunity to follow their dreams while gaining experience with business and marketing which will help them with future endeavors; and

WHEREAS, we applaud this National Association of Kidpreneurs initiative for providing Kidpreneurs with networking opportunities, peer connections, and for providing a platform that is essential to create and develop their businesses.

NOW, THEREFORE, I, MAYOR SARTOR, Mayor of the City of Jonesboro, do hereby proclaim November 14, 2023, as "NATIONAL KIDPRENEUR DAY" in the City of Jonesboro, Georgia, and commend its observance to all citizens.

PROCLAIMED this 13th day of November 2023.

Dr. Donya L. Sartor, Mayor

ATTEST:

Melissa Brooks, City Clerk

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary		Agenda Item # - 4	6.4
			COUNCIL MEETING DATE November 13, 2023	
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s) Community Development Director Allen		
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Certificate of Appreciation for City Election Poll Workers				
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Certificate of Appreciation for Poll Workers				
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Innovative Leadership				
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> The City would like to show appreciation to all of the poll workers who did a very professional job in the City of Jonesboro's fall municipal election.				
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> n/a				
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> •				
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> None				

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November 13, 2023	
Signature	City Clerk's Office	

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary		Agenda Item # - 5	6.5
			COUNCIL MEETING DATE November 13, 2023	
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s) Community Development Director Allen		
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Next Level Small Business Training Presentation by Valencia Williamson.				
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Next Level Small Business Training Presentation				
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Economic Development				
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> Valencia Williamson will be speaking about development, training, and retention of local small businesses, which are the backbone of any community.				
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> n/a				
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> •				
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> None				

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November 13, 2023	
Signature	City Clerk's Office	

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary		Agenda Item # <b style="color: red;">- 6	6.6
			COUNCIL MEETING DATE November 13, 2023	
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s) Community Development Director Allen		
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Presentation of Tara Boulevard LCI Study.				
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Presentation of Tara Boulevard LCI Study				
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Community Planning, Neighborhood and Business Revitalization				
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i>				
The Tara Blvd. LCI study is an ongoing study facilitated by the consultants Pond and Hummingbird to address economic and design issues such as connectivity, safety, quality businesses, walkability, and placemaking on Tara Boulevard between Riverdale and Lovejoy. It involves three main nodes of focus – the Tara Gateway node near Southern Regional Hospital and Riverdale, the Jonesboro node, and the Lovejoy node. The presentation will update the Mayor and Council on the study's findings so far. The Jonesboro node is focused on connectivity to existing civic, cultural, and community spaces. The Jonesboro open house was held in late September. Needs expressed were enhancements like sidewalks, bus lanes, bus stop shelters, safe pedestrian crossings, more green spaces, and improved walkability. <u>Next Steps</u> Place making Strategy for the Corridor Catalytic Sites Profiling Finalize Visioning Public Design Workshops – January 2024 PAG Meeting – February 2024 Open House – March 2024				
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>				
n/a				
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>				
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FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November 13, 2023	
Signature	City Clerk's Office	

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

None



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.1

- 1

COUNCIL MEETING DATE
November 13, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Human Resources Director Robinson

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

Council to consider and approve unaudited Financial Statements for the operating period ended September 30, 2023.

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

Consideration and Approval of Monthly Financial Reports

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.)

Attached, hereto, is the presentation of the Financial Statements for the Nine-month period ended September 30, 2023.

Highlights:

- **September 2023 operating results presents activity for 9 months ending September 30, 2023. The current GENERAL fund revenue received year to date as of September 30, 2023 is \$5,533,531 or 82% of the 2023 amended budget. Comparatively, September 30, 2022, revenue recognized was \$4,014,543 or 77%. In 2023 we are seeing improved revenue results in Court Services, Business Licenses, and Interest income revenues relative to economic conditions.**
- **September 2023 expenditures of \$4,802,341 presents activity for 9 months of the 2023 fiscal year representing 71% of the amended budget. This amount includes purchase order encumbrances arising from the use of the purchase order system. A lookback at 2022 operations shows that expenditures in September 2022 were \$3,959,790 or 76% of the amended budget. Except for Commercial Insurance premiums that increased in 2023, these increases were anticipated and remain in alignment with the amended budget.**
- **Process improvements that have been implemented in the Finance Department are resulting in timelier recording of activity.**
- **The 2024 budget has been compiled and provided to the City Manager and Mayor for further review and analysis. Upon further direction, the proposed 2024 budget to be considered for adoption by the Council will be made available to the public. The timeline to adopt the 2024 operating budget is December 2023.**
- **Property Tax revenue for tax bills mailed in 2022 supports the 2022 operating budget. The 2023 tax bills are being calculated and produced to reflect the rollback of the millage rate to 7.5 mils adopted by the governing body in October. Tax bills will be mailed on November 8, 2023, with revised sanitation fees approved at a special called meeting in October 2023**
- **Occupation/Business License Tax is \$465,979.**
- **LOST Revenue is \$1,369,075.**
- **Debt service payments year to date total \$1,497,405 from SPLOST 2021 Funds.**

Finance Director, Nina Robinson, will present the report.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

November, 13, 2023

Signature

City Clerk's Office

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.)*

- Financial Report Ending SEPTEMBER 2023
- SEPTEMBER 2023 OPERATING RESULTS

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

UNAUDITED
Financial Statement Presentation
For the 9 Month Period Ending
September 30, 2023

As of November 6, 2023

Presented November 13, 2023
By Nina M. Robinson
Finance Director



Glossary of Terms for Fund Accounting and Reporting

Fund Accounting is an accounting system emphasizing accountability rather than profitability. It is commonly used by non-profit organizations, public service entities, and governmental entities and authorities. Below are some common terms used.

Fund is a self-balancing set of accounts, segregated for specific purposes in accordance with laws and regulations or special restrictions and limitations.

Fund Balance is the total accumulation of operating surpluses and deficits since the beginning of a local government's existence. The Fund Balance Formula: Fund Balance = Assets – Liabilities.

Budget - an estimation of revenue and expenses over a specified fiscal period and is usually compiled and re-evaluated on a periodic basis. See Budget Amendments and Budget Transfers.

Balanced Budget is a constitutional rule requiring that a municipality cannot spend more than its income. It requires a balance between the projected receipts and expenditures of the government.

Budget Amendments – are changes to the operating or capital budget that results in an increase to expenses funded by revenues or an increase in the revenues for the operating budget. It may include an increase or decrease to expenses funded by reserves or debt financing for the capital budget.

Budget Transfers – are submitted in anticipation of incurred or upcoming commitments or expenditures so that the budget reflects the actual plans and spending of the department. These transactions move funds from one account to another and maintain a balanced budget.

Contingency reserve refers to a general ledger allocation in the budget at a high level that is specifically reserved for expenditure unknowns. This contingency reserve will be appropriated by Council approval following the identification of expense needs and uncertain events that occur during the budget year.

Encumber or Encumbrance - Setting aside an amount as a planned expense or obligation. The normal mechanism for encumbering an amount is through a purchase order.

Purchase Order - a commercial document and first official offer issued by a buyer (Jonesboro) to a seller (vendor), that indicates types, quantities, and agreed prices for products or services. It is used to provide proof of approval to expend city funds, to minimize overspending budget lines, and to control the purchasing of products and services from external suppliers.

ALL Funds Description and Purpose

General Fund (100) -Accounts for all financial resources except those required to be accounted for in another fund

Confiscated Assets Funds –Accounts for Federal (211) and State (210) activity related to revenues received from court dispositions. Resources are restricted for Public Safety needs.

LMIG Funds (212) - Accounts for DOT Grant awards and expenses to repair Jonesboro City streets. Matching funds to complete road improvements will be provided by SPLOST 2015 (325) Fund Balance

ARPA Fund (230) Accounts for the Treasury funds provided to remediate business operations that may have been impacted by the Covid 19 pandemic that began in March 2020. \$1.8 M was received and will be expended by December 2026.

Hotel Motel Fund (275) accounts for activity related to taxes remitted by hotel operators in the City limits. Each local government imposing a Hotel-Motel Tax is required to adopt a budget plan specifying how the expenditure requirements of the Georgia Code will be met.

Other Grant fund (250) will track CDBG grant awards and expenditures for Housing Redevelopment and Sidewalk. This is a reimbursable grant with a completion date of December 30, 2023.

Technology Funds (290) accounts for Court activity that provides the operating resources of this fund. Disbursements are in support of IT services and technology support for court operations.

SPLOST (320-330) Funds account for taxes collected to fund projects approved in the most recent IGA. A portion of the proceeds will cover the City Center debt service requirements.

Solid Waste Fund (540) records activity related to Sanitation and Refuse and solid waste services provided to the City Residents and businesses. The fees is billed annually on the tax bill.

Financial Report Summary

September 30, 2023

- § September 2023 operating results presents activity for 9 months ending September 30, 2023. The current GENERAL fund revenue received year to date as of September 30, 2023 is \$5,533,531 or 82% of the 2023 amended budget. Comparatively, September 30, 2022, revenue recognized was \$4,014,543 or 77%. In 2023 we are seeing improved revenue results in Court Services, Business Licenses, and Interest income revenues relative to economic conditions.
- § September 2023 expenditures of \$4,802,341 presents activity for 9 months of the 2023 fiscal year representing 71% of the amended budget. This amount includes purchase order encumbrances arising from the use of the purchase order system. A lookback at 2022 operations shows that expenditures in September 2022 were \$3,959,790 or 76% of the amended budget. Except for Commercial Insurance premiums that increased in 2023, these increases were anticipated and remain in alignment with the amended budget.
- § Process improvements that have been implemented in the Finance Department are resulting in timelier recording of activity.
- § The 2024 budget has been compiled and provided to the City Manager and Mayor for further review and analysis. Upon further direction, the proposed 2024 budget to be considered by the Council will be made available to the public. The timeline to adopt the 2024 budget is December 2023.
- § Any revenues received that exceed budgeted revenues will be used to 1st increase the contingency reserve. This increase in the contingency reserve will then be evaluated to appropriate the required amounts necessary to cover any unbudgeted or underbudgeted expense lines. See the upcoming proposed budget amendment presented to the Governing Body at the November 13th meeting.

Financial Report Summary- continued

September 2023

- § ARPA funds were awarded to the City in 2021. The \$1,852,000 award has been received in full. Council designated a spending plan for ARPA funds in 2022. To date \$956,097 has been expended on essential staff and technology enhancements. The remaining \$896,894 must be fully expended by December 2026.
- § City Center Rentals and Concessions are trending lower than anticipated as a result of the moratorium on facility rentals. With holiday events and other rentals, this line item may improve.
- § Property Tax revenue for tax bills mailed in 2022 supports the 2022 budget. The 2023 tax bills are being calculated and produced to reflect the rollback of the millage rate to 7.5 mils adopted by the governing body. Tax bills will be mailed on November 8, 2023
- § Occupation/Business License Tax is \$465,979.
- § LOST Revenue is \$1,369,075.
- § Debt service payments year to date is \$1,497,405 from SPLOST 2021 proceeds.

The Revenue and Expense statements that accompany this narrative provides a summarization and detail of the City's operating results to date for the General fund, Special Revenue and Proprietary funds.

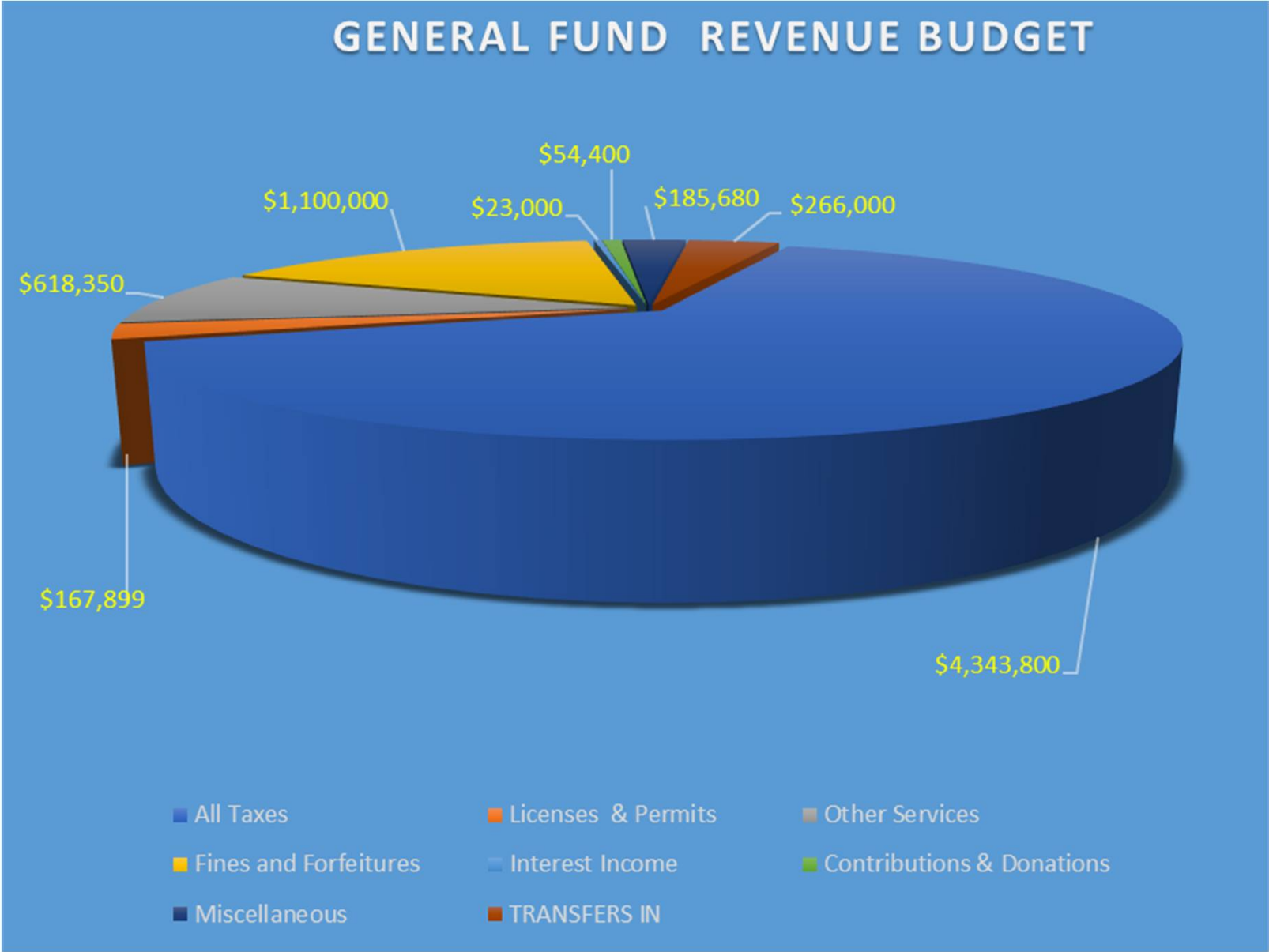
All approved budget amendments are reflected in the reports as you will note that the budget is now referred to as "amended" versus "adopted".

GENERAL FUND - SUMMARY OF REVENUES

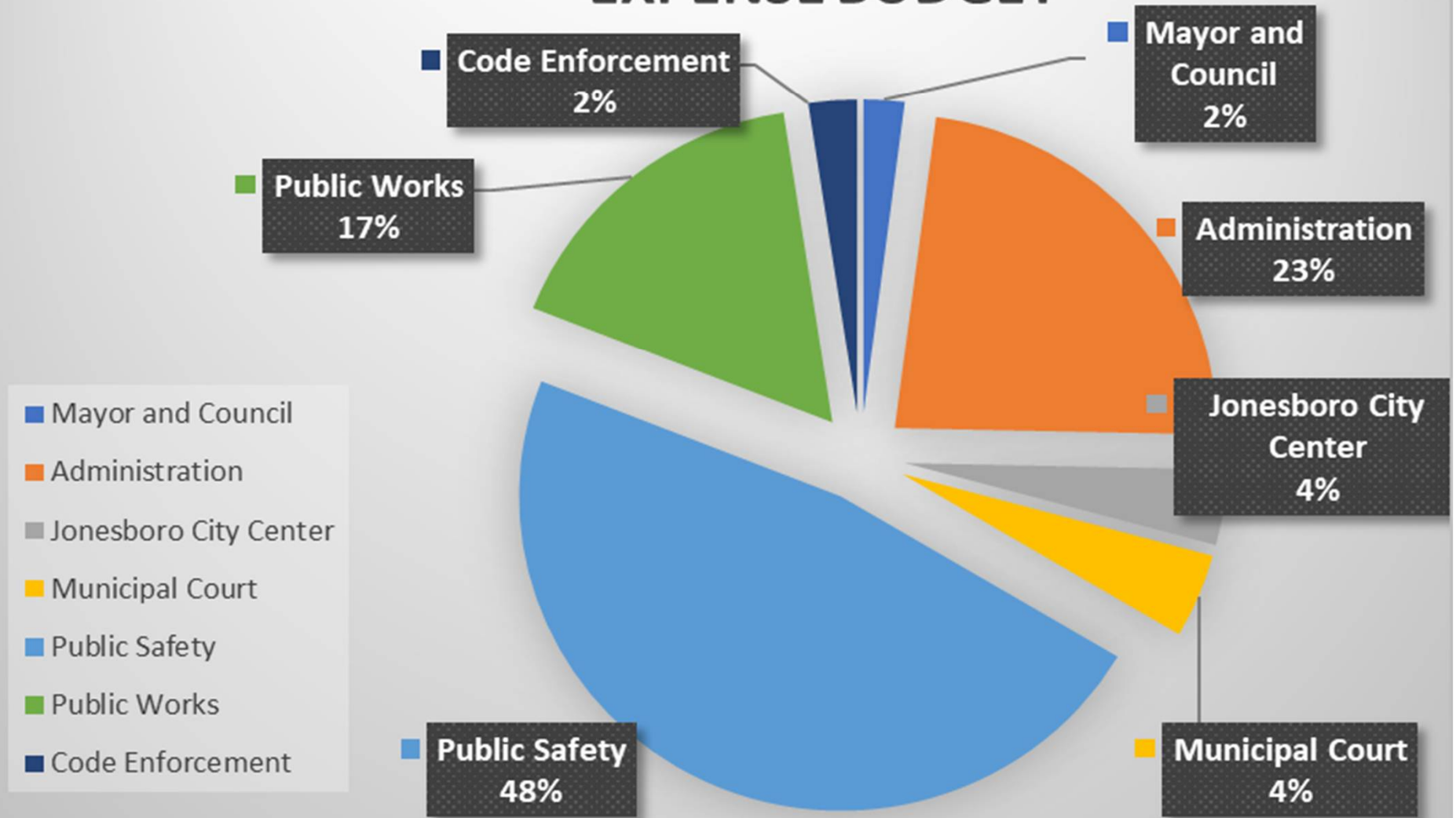
Revenue Type	FY 2023 AMENDED BUDGET	YTD ACTUAL SEPT 2023	BUDGET % RECOGNIZED	END OF FY 2023 PROJECTED
All Taxes	\$ 4,343,800	\$ 3,137,266	72%	\$ 4,343,800
Licenses & Permits	\$ 167,899	\$ 83,129	50%	\$ 167,899
Other Services	\$ 618,350	\$ 628,531	102%	\$ 618,350
Fines and Forfeitures	\$ 1,100,000	\$ 1,136,375	103%	\$ 1,100,000
Interest Income	\$ 23,000	\$ 47,444	206%	\$ 23,000
Contributions & Donations	\$ 54,400	\$ 73,770	136%	\$ 54,400
Miscellaneous	\$ 185,680	\$ 161,017	87%	\$ 185,680
TRANSFERS IN	\$ 266,000	\$ 266,000	100%	\$ 266,000
TOTAL	\$ 6,759,129	\$ 5,533,531	82%	\$ 6,759,129

GENERAL FUND - SUMMARY OF EXPENSES

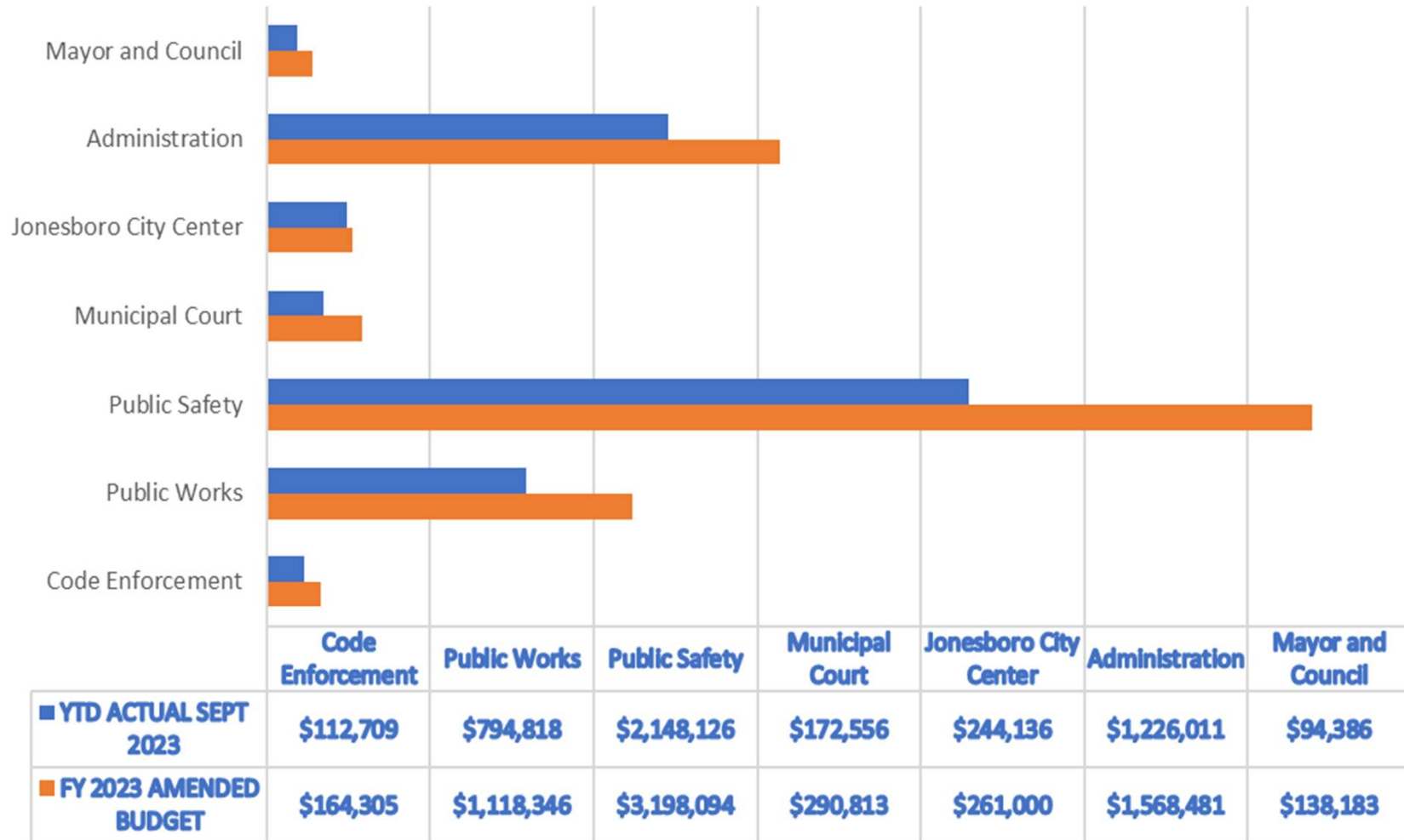
DEPARTMENT	FY 2023 AMENDED BUDGET	YTD ACTUAL SEPT 2023	BUDGET % USED	END OF FY 2023 PROJECTED
Mayor and Council	\$ 138,183	\$ 94,386	68%	\$ 128,572
Administration	\$ 1,568,481	\$ 1,226,011	78%	\$ 1,199,587
Jonesboro City Center	\$ 261,000	\$ 244,136	94%	\$ 254,800
Municipal Court	\$ 290,813	\$ 172,556	59%	\$ 290,813
Public Safety	\$ 3,198,094	\$ 2,148,126	67%	\$ 3,339,020
Public Works	\$ 1,118,346	\$ 794,818	71%	\$ 1,021,023
Code Enforcement	\$ 164,305	\$ 112,709	69%	\$ 125,313
Transfers Out	\$ 9,600	\$ 9,600	100%	\$ 9,600
Contingency Reserve	\$ 10,307	\$ -	0%	\$ -
TOTAL	\$ 6,759,129	\$ 4,802,341	71%	\$ 6,368,728



GENERAL FUND EXPENSE BUDGET



GENERAL FUND BUDGET VERSUS ACTUAL EXPENDITURES



Financial Revenue Review ALL FUNDS SUMMARY Period Ended September 30, 2023

General Fund Revenue– As of the current operating period, revenue recognized in the general fund is \$5,553,531 or 82% of the AMENDED \$6,759,129 budget revenue for the FY 2023

Confiscated Assets Funds Revenue– Federal and State confiscated Assets reflect all current activity related to revenues received from court dispositions of state and federal cases. Year to date \$19,376 in Federal funds are recognized in 2023. The funds are restricted for Public Safety initiatives as outlined by the Equitable Assets Sharing guidelines - <https://www.justice.gov/criminal-afmls/file/794696/download>. As of this report, no funds have been appropriated or expended. Police department leadership has been advised to review their **unbudgeted** needs to determine the best use of these restricted funds in FY 2024 budget process.

LMIG Funds Revenue - DOT Grant was awarded and revenue of \$59,294 was received in September 2022. In Fiscal year 2023, an additional \$60,000 was awarded and received to be used to repair city roadways. The county provides the labor, and the city reimburses for the materials. The sum of the two grants were budgeted to be expended. SPLOST 15 resources will provide the matching funds to complete the work in 4th quarter 2023.

Other Grant Funds Revenue– records the CDBG grant awards for sidewalks and housing redevelopment. These projects are required to be substantially complete by December 30, 2023. An extension for grant completion was requested and awarded. A collaboration of efforts by the Mainstreet Director, Public Works Director and Community Development Director will assure these grant funds are used as intended and grant compliance is adhered to.

ARPA Funds Revenue year to date reflects that \$1,852,991 awarded has been received in the city's accounts. The use of these resources were outlined in the directives of council. Resources are being managed to assure all funds are committed and expended per council directives and SLPRF guidelines.

Hotel Motel Fund Revenue Georgia law authorizes a Hotel-Motel Tax under various conditions. The city is required to expend the taxes collected in strict accordance with the provisions of the specific authorizations in the Georgia Code. Clayton County Visitors Bureau receives a monthly payment of all restricted funds.

Technology Fund Revenue records inflow of receipts from Court activity and disbursements related to the ongoing IT support services contract with 3rd party IT support, currently VC3 and NetPlanner.

SPLOST Funds Revenue proceeds from SPLOST 21 are designated to cover a portion of the City Center debt service requirements. Other SPLOST 15 funds combined with LMIG state funds will cover road repairs.

Solid Waste Fund Revenue records proceeds from annual Sanitation and Refuse invoices. The annual sanitation fee revenue is included on the city tax bill and is due at the same time as the property tax bill.

ALL FUNDS - SUMMARY OF REVENUES

FUND	ADOPTED BUDGET	CURRENT PERIOD	YTD ACTUAL SEPT 2023	% OF BUDGET USED	% OF BUDGET REMAINING
General Fund	\$ 6,759,129	\$ 477,876	\$ 5,533,531	82%	18%
State Confiscated Assets	\$ -	\$ -	\$ -	0%	100%
DEA Federal Confiscated	\$ 12,020	\$ -	\$ 19,739	164%	-64%
LARP/LMIG/Capital	\$ 118,588	\$ -	\$ 118,588	100%	0%
ARPA Funds	\$ 1,041,947	\$ -	\$ 365,371	35%	65%
Multiple Grant Funds	\$ 307,188	\$ -	\$ -	0%	100%
Hotel Motel Restricted	\$ 45,000	\$ 281	\$ 35,945	80%	20%
Technology Fund	\$ 48,000	\$ -	\$ 34,295	71%	29%
SPLOST 15	\$ 100,000	\$ -	\$ 167,457	167%	-67%
SPLOST 21	\$ 1,500,000	\$ 120,515	\$ 724,846	48%	52%
Local Capital Resources	\$ -	\$ -	\$ -	0%	100%
Solid Waste Sanitation	\$ 230,100	\$ 2,200	\$ 262,530	114%	-14%
TOTAL	\$ 10,161,972	\$ 600,872	\$ 7,262,302		

Financial Expense Review
ALL FUNDS SUMMARY
Period Ended September 30, 2023

General Fund Expense– For the FY 2023 operating period ending September 30, 2023, expenditures recorded year to date are \$4,802,341. Total expensed and encumbered to date represents the use of 71% of amended expense budget for the FY 2023. September 2022 expenditures were \$3,959,790.

Confiscated Assets Funds Expenses – Federal and State confiscated reflect all current activity related to revenues received from court dispositions. No funds were expended as of April 30, 2023.

LMIG Funds Expense - The sum of the two grants awards were budgeted to be expended in 2023. Funds accumulated in the fund balance will be used in conjunction with SPLOST 15 funds on hand to pay for the road repairs in 2023. The total grant funds available for road repairs is approximately \$118K. When the invoice is received from Clayton County, SPLOST 15 reserves will be used to supplement the payment.

Other Grant Funds Expenses – records the CDBG grant awards for sidewalks and housing redevelopment. These projects are required to be substantially complete by December 30, 2023. A request for extension was submitted for approval.

ARPA Funds Expenses year to date total expense is \$956,097. A total of \$896,894 remains to be expended. The expenditures align with the directives of the governing body. Resources are being managed to assure all funds are obligated by December 2024 and expended by December 2026 per council directives and SLPRF guidelines.

Hotel Motel Fund Expenses are trending as budgeted. These expense reflect payment to Clayton County Convention and Visitors Bureau.

Technology Fund Expenses records inflow of receipts from Court activity and disbursements related to the ongoing IT support services contract.

SPLOST Funds Expenses proceeds from SPLOST 21 are designated to cover a portion of the City Center debt service requirements. Other SPLOST 15 funds combined with LMIG state funds will cover road repairs.

Solid Waste Fund Expenses Expenditures in this fund are directly related to the operations needed to provide solid waste services to the citizens of Jonesboro. These expenses include salaries, professional disposal services and other operating costs. In 2023, \$80,500 of fund balance was used to acquire a Mulch Mule, i.e. capital assets.

ALL FUNDS - SUMMARY OF EXPENDITURES

FUND	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL AUGUST 2023	% OF BUDGET USED	% OF BUDGET REMAINING
General Fund	\$ 6,759,129	\$ 433,496	\$ 4,316,365	64%	36%
State Confiscated Assets	\$ -	\$ -	\$ -	0%	100%
DEA Federal Confiscated	\$ 12,020	\$ -	\$ -	0%	100%
LARP/LMIG/Capital	\$ 118,588	\$ -	\$ 118,588	0%	100%
ARPA Funds	\$ 1,041,947	\$ 3,755	\$ 222,482	21%	79%
Multiple Grant Funds	\$ 307,188	\$ -	\$ -	0%	100%
Hotel Motel Restricted	\$ 45,000	\$ 5,774	\$ 39,970	89%	11%
Technology Fund	\$ 48,000	\$ -	\$ 28,000	58%	42%
SPLOST 15	\$ 100,000	\$ -	\$ 167,457	167%	-67%
SPLOST 21	\$ 1,500,000	\$ 155,480	\$ 1,497,405	100%	0%
Local Capital Resources	\$ -	\$ -	\$ -	0%	0%
Solid Waste Sanitation	\$ 310,600	\$ 9,940	\$ 198,819	64%	36%
TOTAL	\$ 10,242,472	\$ 608,445	\$ 6,589,085		

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	4,343,800.00	246,887.87	0.00	3,137,265.59	0.00	1,206,534.41	72.22
LICENSES & PERMITS	167,899.00	4,667.00	0.00	83,129.00	0.00	84,770.00	49.51
CHARGES FOR SERVICES	618,350.00	71,378.02	0.00	628,531.01	0.00	(10,181.01)	101.65
FINES & FORFEITURES	1,100,000.00	121,377.98	0.00	1,136,374.99	0.00	(36,374.99)	103.31
INVESTMENT INCOME	23,000.00	8,355.32	0.00	47,443.76	0.00	(24,443.76)	206.28
CONTRIBUTION & DONATIONS	54,400.00	19,500.00	0.00	73,770.00	0.00	(19,370.00)	135.61
MISCELLANEOUS	185,680.00	5,709.75	0.00	181,016.66	0.00	4,663.34	97.49
OTHER FINANCING SOURCES	266,000.00	0.00	0.00	266,000.00	0.00	0.00	100.00
*** TOTAL REVENUES ***	6,759,129.00	477,875.94	0.00	5,553,531.01	0.00	1,205,597.99	82.16
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
MAYOR & COUNCIL	138,183.00	11,391.95	0.00	94,386.16	0.00	43,796.84	68.31
GENERAL ADMINISTRATION	1,588,388.00	76,338.96	0.00	1,234,610.55	0.00	353,777.45	77.73
CITY CENTER OPERATIONS	261,000.00	24,483.85	0.00	244,136.17	0.00	16,863.83	93.54
TOTAL GENERAL GOVERNMENT	1,987,571.00	112,214.76	0.00	1,573,132.88	0.00	414,438.12	79.15
<u>JUDICIAL</u>							
COURT SERVICES	290,813.00	14,448.77	0.00	172,555.95	0.00	118,257.05	59.34
TOTAL JUDICIAL	290,813.00	14,448.77	0.00	172,555.95	0.00	118,257.05	59.34
<u>PUBLIC SAFETY</u>							
POLICE	3,198,094.00	198,135.24	0.00	2,110,156.78	37,968.93	1,049,968.29	67.17
TOTAL PUBLIC SAFETY	3,198,094.00	198,135.24	0.00	2,110,156.78	37,968.93	1,049,968.29	67.17
<u>PUBLIC WORKS</u>							
PUBLIC WORKS	1,118,346.00	71,484.36	0.00	688,725.06	106,092.44	323,528.50	71.07
TOTAL PUBLIC WORKS	1,118,346.00	71,484.36	0.00	688,725.06	106,092.44	323,528.50	71.07
<u>HEALTH & WELFARE</u>							
<u>HOUSING & DEVELOPMENT</u>							
CODE ENFORCEMENT DEPT	164,305.00	5,587.67	0.00	112,708.91	171.10	51,424.99	68.70
TOTAL HOUSING & DEVELOPMENT	164,305.00	5,587.67	0.00	112,708.91	171.10	51,424.99	68.70

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

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100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>OTHER FINANCING USES</u>							
*** TOTAL EXPENDITURES ***	6,759,129.00	401,870.80	0.00	0.00	144,232.47	1,957,616.95	0.00
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	76,005.14	0.00	5,553,531.01	(144,232.47) (	752,018.96)	0.00
	=====	=====	=====	=====	=====	=====	=====

Attachment: SEPTEMBER 2023 OPERATING RESULTS (3594 : Unaudited Financial Statements - Ended

100-GENERAL FUND

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
TAXES							
100-0000-31-1100 REAL PROPERTY-CURRE	928,000.00	17,102.70	0.00	418,451.69	0.00	509,548.31	45.09
100-0000-31-1110 PUBLIC UTILITY	56,500.00	0.00	0.00	56,511.18	0.00 (	11.18)	100.02
100-0000-31-1115 STREET LIGHTS DISTRIC	0.00	0.00	0.00	417.36	0.00 (	417.36)	0.00
100-0000-31-1200 REAL PROPERTY-PRIOR	0.00	0.00	0.00	1,934.39	0.00 (	1,934.39)	0.00
100-0000-31-1300 PERSONAL PROPERTY-C	145,000.00	126.16	0.00	36,143.16	0.00	108,856.84	24.93
100-0000-31-1310 MOTOR VEHICLE TAX	10,000.00	1,013.83	0.00	21,286.82	0.00 (	11,286.82)	212.87
100-0000-31-1315 TITLE AD VALOREM TAX	160,000.00	23,739.33	0.00	191,563.78	0.00 (	31,563.78)	119.73
100-0000-31-1600 REAL ESTATE TFR TAX	0.00	0.00	0.00	1,677.68	0.00 (	1,677.68)	0.00
100-0000-31-1610 RECORDING TRANSFE	1,000.00	0.00	0.00	1,857.75	0.00 (	857.75)	185.78
100-0000-31-1710 ELECTRIC - GA PWR FR	270,000.00	0.00	0.00	272,204.96	0.00 (	2,204.96)	100.82
100-0000-31-1730 GAS FRANCHISE FEES	22,000.00	0.00	0.00	18,427.28	0.00	3,572.72	83.76
100-0000-31-1750 TELEVISION CABLE	30,000.00	490.75	0.00	21,593.79	0.00	8,406.21	71.98
100-0000-31-1760 TELEPHONE	40,000.00	0.00	0.00	28,875.35	0.00	11,124.65	72.19
100-0000-31-3100 LOCAL OPTION SALES	1,600,000.00	176,516.05	0.00	1,369,074.68	0.00	230,925.32	85.57
100-0000-31-3190 VACANT PROPERTY FEES	100.00	0.00	0.00	50.00	0.00	50.00	50.00
100-0000-31-4200 ALCOHOLIC BEVERAGE	141,000.00	14,184.18	0.00	114,619.00	0.00	26,381.00	81.29
100-0000-31-4301 ALCOHOL BEVERAGE TAX	35,000.00	6,496.70	0.00	64,798.17	0.00 (	29,798.17)	185.14
100-0000-31-6100 BUSINESS & OCCUPATI	460,000.00	5,392.24	0.00	465,979.11	0.00 (	5,979.11)	101.30
100-0000-31-6200 INSURANCE PREMIUM T	370,000.00	0.00	0.00	0.00	0.00	370,000.00	0.00
100-0000-31-6300 FINANCIAL INSTITUTI	45,000.00	0.00	0.00	44,962.00	0.00	38.00	99.92
100-0000-31-9110 REAL PROPERTY	30,000.00	1,807.59	0.00	6,444.63	0.00	23,555.37	21.48
100-0000-31-9120 PERSONAL PROPERTY	0.00	18.34	0.00	392.81	0.00 (	392.81)	0.00
100-0000-31-9500 FIFA	100.00	0.00	0.00	0.00	0.00	100.00	0.00
100-0000-31-9600 FEE FOR TAX ADVERTISI	100.00	0.00	0.00	0.00	0.00	100.00	0.00
TOTAL TAXES	4,343,800.00	246,887.87	0.00	3,137,265.59	0.00	1,206,534.41	72.22
LICENSES & PERMITS							
100-0000-32-1101 APPLICATION FEE	2,000.00	0.00	0.00	1,000.00	0.00	1,000.00	50.00
100-0000-32-1102 ALCOHOL BACKGROUND CH	1,500.00	35.00	0.00	240.00	0.00	1,260.00	16.00
100-0000-32-1103 ALCOHOL IDENTIFICATIO	8,000.00	250.00	0.00	3,850.00	0.00	4,150.00	48.13
100-0000-32-1110 BEER/WINE LICENSE	34,000.00	0.00	0.00	4,400.00	0.00	29,600.00	12.94
100-0000-32-1130 ALCOHOL POURING LICEN	30,000.00	0.00	0.00	4,500.00	0.00	25,500.00	15.00
100-0000-32-1135 ALCOHOL PACKAGE STORE	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
100-0000-32-1140 ALCOHOL -TEMP. CONSUM	0.00	200.00	0.00	200.00	0.00 (	200.00)	0.00
100-0000-32-2001 PEDDLERS/FOOD TRUCKS	0.00	0.00	0.00	200.00	0.00 (	200.00)	0.00
100-0000-32-2210 ZONING & LAND USE	20,000.00	500.00	0.00	13,550.00	0.00	6,450.00	67.75
100-0000-32-2230 SIGN	6,000.00	90.00	0.00	2,720.00	0.00	3,280.00	45.33
100-0000-32-3110 CERTIFICATE OF OC	3,000.00	420.00	0.00	2,765.00	0.00	235.00	92.17
100-0000-32-3120 BUILDING PERMITS	40,000.00	1,502.00	0.00	39,279.00	0.00	721.00	98.20
100-0000-32-3130 PLUMBING PERMITS	4,000.00	350.00	0.00	1,450.00	0.00	2,550.00	36.25
100-0000-32-3140 ELECTRICAL PERMIT	4,000.00	450.00	0.00	3,850.00	0.00	150.00	96.25
100-0000-32-3150 DEMOLITION PERMIT	0.00	0.00	0.00	200.00	0.00 (	200.00)	0.00
100-0000-32-3160 HEATING/AIR PERMI	4,000.00	375.00	0.00	2,125.00	0.00	1,875.00	53.13
100-0000-32-3170 CERTIFICATE OF APPROP	500.00	225.00	0.00	450.00	0.00	50.00	90.00

100-GENERAL FUND

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
100-0000-32-3201 FILMING FEES	100.00	0.00	0.00	800.00	0.00 (	700.00)	800.00
100-0000-32-3900 OTHER	200.00	50.00	0.00	400.00	0.00 (	200.00)	200.00
100-0000-32-3901 TREE REMOVAL PERMIT	500.00	150.00	0.00	950.00	0.00 (	450.00)	190.00
100-0000-32-3910 YARD SALE PERMITS	99.00	70.00	0.00	200.00	0.00 (	101.00)	202.02
TOTAL LICENSES & PERMITS	167,899.00	4,667.00	0.00	83,129.00	0.00	84,770.00	49.51
INTERGOVERNMENTAL							
CHARGES FOR SERVICES							
100-0000-34-1120 PROBATION FEE	550,000.00	65,750.02	0.00	563,889.79	0.00 (	13,889.79)	102.53
100-0000-34-1910 ELECTION QUALIFYI	2,000.00	0.00	0.00	4,551.00	0.00 (	2,551.00)	227.55
100-0000-34-1930 PLAN REVIEW FEES	20,000.00	450.00	0.00	16,364.50	0.00	3,635.50	81.82
100-0000-34-2120 ACCIDENTS REPORTS ETC	10,000.00	1,182.00	0.00	10,077.00	0.00 (	77.00)	100.77
100-0000-34-4320 STREET LIGHT DISTRICT	10,850.00	0.00	0.00	6,051.72	0.00	4,798.28	55.78
100-0000-34-5410 PARKING CHARGES	9,000.00	750.00	0.00	6,750.00	0.00	2,250.00	75.00
100-0000-34-6910 SALE OF CEMETERY	12,000.00	3,000.00	0.00	16,500.00	0.00 (	4,500.00)	137.50
100-0000-34-6920 BURIAL FEES	500.00	50.00	0.00	600.00	0.00 (	100.00)	120.00
100-0000-34-7200 CITY CENTER CAFE SALE	2,000.00	0.00	0.00	1,907.00	0.00	93.00	95.35
100-0000-34-9500 CONVENIENCE FEE	2,000.00	184.00	0.00	1,798.00	0.00	202.00	89.90
100-0000-34-9900 OTHER CHARGES FOR S	0.00	12.00	0.00	42.00	0.00 (	42.00)	0.00
TOTAL CHARGES FOR SERVICES	618,350.00	71,378.02	0.00	628,531.01	0.00 (	10,181.01)	101.65
FINES & FORFEITURES							
100-0000-35-1170 MUNICIPAL BONDS	600,000.00	86,248.73	0.00	628,003.49	0.00 (	28,003.49)	104.67
100-0000-35-1180 OTHER PUBLIC SAFETY S	500,000.00	35,129.25	0.00	508,371.50	0.00 (	8,371.50)	101.67
TOTAL FINES & FORFEITURES	1,100,000.00	121,377.98	0.00	1,136,374.99	0.00 (	36,374.99)	103.31
INVESTMENT INCOME							
100-0000-36-1030 INTEREST REVENUES-GA.	22,000.00	8,228.59	0.00	46,636.17	0.00 (	24,636.17)	211.98
100-0000-36-1070 INTEREST REVENUES -	1,000.00	126.73	0.00	807.59	0.00	192.41	80.76
TOTAL INVESTMENT INCOME	23,000.00	8,355.32	0.00	47,443.76	0.00 (	24,443.76)	206.28
CONTRIBUTION & DONATIONS							
100-0000-37-1025 DONATIONS & SPONSORSH	52,300.00	19,500.00	0.00	71,800.00	0.00 (	19,500.00)	137.28
100-0000-37-1026 CONTRIBUTIONS VETERAN	100.00	0.00	0.00	20.00	0.00	80.00	20.00
100-0000-37-1051 GARDEN CLUB	2,000.00	0.00	0.00	1,950.00	0.00	50.00	97.50
TOTAL CONTRIBUTION & DONATIONS	54,400.00	19,500.00	0.00	73,770.00	0.00 (	19,370.00)	135.61
MISCELLANEOUS							
100-0000-38-1010 PARK PAVILION RENTA	2,000.00	115.00	0.00	1,488.00	0.00	512.00	74.40
100-0000-38-1011 LEE STREET PARK RENTA	4,000.00	250.00	0.00	3,850.00	0.00	150.00	96.25
100-0000-38-1020 FIRE STATION RENTAL	107,700.00	0.00	0.00	107,761.78	0.00 (	61.78)	100.06
100-0000-38-1030 EVENT VENDORS	2,600.00	150.00	0.00	2,725.00	0.00 (	125.00)	104.81
100-0000-38-1034 FARMER'S MARKET VENDO	2,000.00	50.00	0.00	1,850.00	0.00	150.00	92.50
100-0000-38-1040 CITY CENTER FACILITY	11,000.00	100.00	0.00	11,275.00	0.00 (	275.00)	102.50
100-0000-38-1100 RENTAL PROPERTY	9,600.00	800.00	0.00	7,200.00	0.00	2,400.00	75.00
100-0000-38-2001 DISPOSAL FEES	1,000.00	195.00	0.00	1,765.00	0.00 (	765.00)	176.50

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
100-0000-38-2003 GOLF CART FEE	100.00	0.00	0.00	125.00	0.00	(25.00)	125.00
100-0000-38-3100 REIMBURSEMENT DAMAGED	20,680.00	0.00	0.00	21,677.75	0.00	(997.75)	104.82
100-0000-38-9000 OTHER MISCELLANEOUS R	5,000.00	1,129.75	0.00	8,819.13	0.00	(3,819.13)	176.38
100-0000-38-9100 TRANSFER TO DDA (	10,000.00)	0.00	0.00	(10,000.00)	0.00	0.00	100.00
100-0000-38-9300 TOWING FEES	30,000.00	2,920.00	0.00	22,480.00	0.00	7,520.00	74.93
TOTAL MISCELLANEOUS	185,680.00	5,709.75	0.00	181,016.66	0.00	4,663.34	97.49
OTHER FINANCING SOURCES							
100-0000-39-1212 TRANSFER IN- DDA	93,000.00	0.00	0.00	93,000.00	0.00	0.00	100.00
100-0000-39-3200 CAPITAL LEASE/GMA	173,000.00	0.00	0.00	173,000.00	0.00	0.00	100.00
TOTAL OTHER FINANCING SOURCES	266,000.00	0.00	0.00	266,000.00	0.00	0.00	100.00
*** FUND TOTAL REVENUE ***	6,759,129.00	477,875.94	0.00	5,553,531.01	0.00	1,205,597.99	82.16

100-GENERAL FUND
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
100-1300-51-1100 MAYOR/COUNCIL SALARIE	73,650.00	6,160.00	0.00	48,510.00	0.00	25,140.00	65.87
100-1300-51-2200 SOCIAL SECURITY	4,588.00	381.92	0.00	3,007.61	0.00	1,580.39	65.55
100-1300-51-2300 MEDICARE	1,073.00	89.32	0.00	703.39	0.00	369.61	65.55
100-1300-51-2700 WORKERS COMPENSATION	2,350.00	0.00	0.00	1,852.91	0.00	497.09	78.85
TOTAL PERSONNEL SERVICES	81,661.00	6,631.24	0.00	54,073.91	0.00	27,587.09	66.22
PURCHASED/CONTRACT SERV							
100-1300-52-3230 CELLULAR PHONES	2,000.00	0.00	0.00	1,647.10	0.00	352.90	82.36
100-1300-52-3420 NEWSLETTER	8,500.00	695.70	0.00	5,316.10	0.00	3,183.90	62.54
100-1300-52-3450 YOUTH COUNCIL	1,800.00	0.00	0.00	0.00	0.00	1,800.00	0.00
100-1300-52-3500 TRAVEL - MAYOR	2,950.00	1,484.80	0.00	2,861.86	0.00	88.14	97.01
100-1300-52-3501 TRAVEL - D DIXON	4,022.00	578.00	0.00	2,789.23	0.00	1,232.77	69.35
100-1300-52-3502 TRAVEL - MESSICK	2,500.00	0.00	0.00	1,593.23	0.00	906.77	63.73
100-1300-52-3503 TRAVEL - LESTER	4,293.00	578.00	0.00	3,282.52	0.00	1,010.48	76.46
100-1300-52-3504 TRAVEL - POWELL	4,329.37	578.00	0.00	3,273.23	0.00	1,056.14	75.61
100-1300-52-3505 TRAVEL - A DIXON	2,500.00	0.00	0.00	1,743.55	0.00	756.45	69.74
100-1300-52-3506 TRAVEL - WISE	1,622.63	0.00	0.00	1,622.63	0.00	0.00	100.00
100-1300-52-3600 DUES AND FEES	600.00	0.00	0.00	252.99	0.00	347.01	42.17
100-1300-52-3700 EDUC/TRAINING-MAYOR	2,000.00	250.00	0.00	1,305.00	0.00	695.00	65.25
100-1300-52-3701 EDUC/TRAINING-D DIXON	1,695.00	0.00	0.00	1,695.00	0.00	0.00	100.00
100-1300-52-3702 EDUC/TRAINING-MESSICK	2,000.00	0.00	0.00	925.00	0.00	1,075.00	46.25
100-1300-52-3703 EDUC/TRAINING-LESTER	1,775.00	0.00	0.00	1,775.00	0.00	0.00	100.00
100-1300-52-3704 EDUC/TRAINING-POWELL	1,953.00	0.00	0.00	1,362.66	0.00	590.34	69.77
100-1300-52-3705 EDUC/TRAINING-A DIXON	2,000.00	0.00	0.00	630.00	0.00	1,370.00	31.50
100-1300-52-3706 EDUC/TRAINING- WISE	810.00	0.00	0.00	810.00	0.00	0.00	100.00
TOTAL PURCHASED/CONTRACT SERV	47,350.00	4,164.50	0.00	32,885.10	0.00	14,464.90	69.45
SUPPLIES							
100-1300-53-1110 OFFICE SUPPLIES	2,300.00	176.21	0.00	1,852.14	0.00	447.86	80.53
100-1300-53-1111 MISC SUPPLIES	500.00	420.00	0.00	952.84	0.00	452.84)	190.57
100-1300-53-1130 UNIFORMS	120.00	0.00	0.00	85.68	0.00	34.32	71.40
100-1300-53-2000 SPEC INIT-LESTER	100.00	0.00	0.00	100.00	0.00	0.00	100.00
100-1300-53-2001 SPEC INIT-MESSICK	1,000.00	0.00	0.00	220.00	0.00	780.00	22.00
100-1300-53-2002 SPEC INIT-POWELL	600.00	0.00	0.00	600.00	0.00	0.00	100.00
100-1300-53-2003 SPEC INIT- D DIXON	1,502.00	0.00	0.00	1,486.49	0.00	15.51	98.97
100-1300-53-2004 SPEC INIT- A DIXON	1,000.00	0.00	0.00	100.00	0.00	900.00	10.00
100-1300-53-2005 SPEC INIT-WISE	1,000.00	0.00	0.00	1,000.00	0.00	0.00	100.00
100-1300-53-2006 SPEC INIT-MAYOR	1,050.00	0.00	0.00	1,030.00	0.00	20.00	98.10
TOTAL SUPPLIES	9,172.00	596.21	0.00	7,427.15	0.00	1,744.85	80.98
TOTAL MAYOR & COUNCIL	138,183.00	11,391.95	0.00	94,386.16	0.00	43,796.84	68.31

100-GENERAL FUND
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
100-1500-51-1100 REGULAR EMPLOYEES	629,230.00	42,778.65	0.00	505,633.33	0.00	123,596.67	80.36
100-1500-51-1300 OVERTIME	7,200.00	7.61	0.00	7,043.43	0.00	156.57	97.83
100-1500-51-2100 GROUP INSURANCE	84,000.00	8,928.50	0.00	71,080.78	0.00	12,919.22	84.62
100-1500-51-2200 SOCIAL SECURITY (FI	41,300.00	2,554.15	0.00	32,021.94	0.00	9,278.06	77.53
100-1500-51-2300 MEDICARE	9,700.00	597.34	0.00	7,600.00	0.00	2,100.00	78.35
100-1500-51-2400 RETIREMENT CONTRIBU	34,057.00	0.00	0.00	29,857.00	0.00	4,200.00	87.67
100-1500-51-2600 UNEMPLOYMENT INSURA	1,000.00	24.62	0.00	971.68	0.00	28.32	97.17
100-1500-51-2700 WORKER'S COMPENSATI	15,000.00	0.00	0.00	11,659.48	0.00	3,340.52	77.73
TOTAL PERSONNEL SERVICES	821,487.00	54,890.87	0.00	665,867.64	0.00	155,619.36	81.06
PURCHASED/CONTRACT SERV							
100-1500-52-1210 ATTORNEY & LEGAL	100,000.00	0.00	0.00	91,092.65	0.00	8,907.35	91.09
100-1500-52-1220 AUDIT	50,000.00	0.00	0.00	33,000.00	0.00	17,000.00	66.00
100-1500-52-1230 ENGINEERING & PLANNI	15,500.00	0.00	0.00	0.00	0.00	15,500.00	0.00
100-1500-52-1240 INSPECTIONS	30,000.00	1,825.50	0.00	33,720.26	0.00	(3,720.26)	112.40
100-1500-52-1290 OTHER PROFESSIONA	37,500.00	338.43	0.00	32,182.74	0.00	5,317.26	85.82
100-1500-52-1300 TECHNICAL	50,000.00	1,153.60	0.00	41,834.94	0.00	8,165.06	83.67
100-1500-52-1310 PAYROLL PROCESSIN	20,000.00	1,879.35	0.00	13,417.74	0.00	6,582.26	67.09
100-1500-52-1320 BANK AND CREDIT C	7,000.00	102.36	0.00	6,556.59	0.00	443.41	93.67
100-1500-52-1330 SOFTWARE SUPPORT	22,000.00	0.00	0.00	2,267.47	0.00	19,732.53	10.31
100-1500-52-2250 PEST CONTROL	3,000.00	180.00	0.00	435.00	0.00	2,565.00	14.50
100-1500-52-2310 RENTAL OF LAND &	4,000.00	0.00	0.00	3,711.33	0.00	288.67	92.78
100-1500-52-2321 CITY EVENTS	72,000.00	1,451.35	0.00	69,779.78	0.00	2,220.22	96.92
100-1500-52-2330 RENTAL OF COPIERS	10,000.00	483.63	0.00	8,666.55	0.00	1,333.45	86.67
100-1500-52-3100 PROP CASLTY & LIAB IN	91,500.00	0.00	0.00	91,362.00	0.00	138.00	99.85
100-1500-52-3210 CABLE SERVICES	15,000.00	375.53	0.00	3,374.49	0.00	11,625.51	22.50
100-1500-52-3230 CELLULAR PHONES	5,000.00	0.00	0.00	3,861.37	0.00	1,138.63	77.23
100-1500-52-3260 POSTAGE	4,000.00	520.00	0.00	2,407.17	0.00	1,592.83	60.18
100-1500-52-3310 LEGAL NOTICES	8,000.00	0.00	0.00	6,132.00	0.00	1,868.00	76.65
100-1500-52-3330 PROMOTIONAL ADVERTISI	7,000.00	470.00	0.00	6,631.50	0.00	368.50	94.74
100-1500-52-3410 ELECTION	23,200.00	223.54	0.00	13,831.31	0.00	9,368.69	59.62
100-1500-52-3500 TRAVEL	6,000.00	1,086.45	0.00	4,035.57	0.00	1,964.43	67.26
100-1500-52-3600 DUES AND FEES	22,300.00	1,014.95	0.00	13,384.56	0.00	8,915.44	60.02
100-1500-52-3700 EDUCATION & TRAININ	7,000.00	619.00	0.00	2,119.00	0.00	4,881.00	30.27
100-1500-52-3701 WELLNESS PROGRAM	2,500.00	0.00	0.00	959.72	0.00	1,540.28	38.39
100-1500-52-3851 POLL WORKERS	26,200.00	52.82	0.00	9,388.91	0.00	16,811.09	35.84
100-1500-52-3905 SPECIAL EVENTS	15,000.00	7,553.55	0.00	16,684.43	0.00	(1,684.43)	111.23
TOTAL PURCHASED/CONTRACT SERV	653,700.00	19,330.06	0.00	510,837.08	0.00	142,862.92	78.15
SUPPLIES							
100-1500-53-1110 OFFICE SUPPLIES	15,000.00	316.74	0.00	11,550.02	0.00	3,449.98	77.00
100-1500-53-1171 BUILDING & FACILITIES	6,000.00	340.00	0.00	8,647.26	0.00	(2,647.26)	144.12
100-1500-53-1210 WATER/SEWERAGE	1,500.00	114.65	0.00	1,196.82	0.00	303.18	79.79
100-1500-53-1220 NATURAL GAS	2,000.00	115.49	0.00	1,456.65	0.00	543.35	72.83

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
100-1500-53-1230 ELECTRICITY	3,000.00	471.98	0.00	2,773.95	0.00	226.05	92.47
100-1500-53-1610 COMPUTR EQUIP/MAI	6,300.00	39.88	0.00	7,344.91	0.00	(1,044.91)	116.59
100-1500-53-1620 FURNITURE/FIXTURE	3,700.00	0.00	0.00	820.00	0.00	2,880.00	22.16
100-1500-53-1690 BEAUTIFICATION COM	1,300.00	0.00	0.00	731.03	0.00	568.97	56.23
TOTAL SUPPLIES	38,800.00	1,398.74	0.00	34,520.64	0.00	4,279.36	88.97
CAPITAL OUTLAY							
100-1500-54-2301 FURNITURE & FIXTURES	15,000.00	0.00	0.00	7,290.00	0.00	7,710.00	48.60
TOTAL CAPITAL OUTLAY	15,000.00	0.00	0.00	7,290.00	0.00	7,710.00	48.60
OTHER COSTS							
100-1500-57-9000 CONTINGENCIES	10,307.00	0.00	0.00	0.00	0.00	10,307.00	0.00
100-1500-57-9100 TUITION REIMBURSEMEN	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
TOTAL OTHER COSTS	20,307.00	0.00	0.00	0.00	0.00	20,307.00	0.00
DEBT SERVICE							
100-1500-58-1212 VEHICLE LEASE - ENTER	12,700.00	719.29	0.00	6,495.19	0.00	6,204.81	51.14
100-1500-58-2301 INTEREST LEE STREET P	16,794.00	0.00	0.00	0.00	0.00	16,794.00	0.00
TOTAL DEBT SERVICE	29,494.00	719.29	0.00	6,495.19	0.00	22,998.81	22.02
OTHER FINANCING USES							
100-1500-61-1043 OPERATING TRANSFER OU	9,600.00	0.00	0.00	9,600.00	0.00	0.00	100.00
TOTAL OTHER FINANCING USES	9,600.00	0.00	0.00	9,600.00	0.00	0.00	100.00
TOTAL GENERAL ADMINISTRATION	1,588,388.00	76,338.96	0.00	1,234,610.55	0.00	353,777.45	77.73

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND
GENERAL GOVERNMENT
CITY CENTER OPERATIONS

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
100-1565-51-1100 SALARIES	34,900.00	2,440.95	0.00	25,077.64	0.00	9,822.36	71.86
100-1565-51-2200 SOC SECURITY - ER	1,700.00	146.56	0.00	1,424.60	0.00	275.40	83.80
100-1565-51-2300 MEDICARE	400.00	34.28	0.00	333.17	0.00	66.83	83.29
TOTAL PERSONNEL SERVICES	37,000.00	2,621.79	0.00	26,835.41	0.00	10,164.59	72.53
PURCHASED/CONTRACT SERV							
100-1565-52-1290 PROFESSIONAL SERVICES	81,600.00	7,066.25	0.00	75,433.12	0.00	6,166.88	92.44
100-1565-52-1320 BANK AND CREDIT CARD	2,500.00	0.00	0.00	(25.00)	0.00	2,525.00	1.00-
100-1565-52-2250 PEST CONTROL	3,000.00	0.00	0.00	360.00	0.00	2,640.00	12.00
100-1565-52-3210 CABLE & INTERNET SERV	21,900.00	2,279.95	0.00	20,774.68	0.00	1,125.32	94.86
TOTAL PURCHASED/CONTRACT SERV	109,000.00	9,346.20	0.00	96,542.80	0.00	12,457.20	88.57
SUPPLIES							
100-1565-53-1171 BUILDING REPAIRS & MA	17,000.00	2,104.50	0.00	15,217.80	0.00	1,782.20	89.52
100-1565-53-1190 OPERATING SUPPLIES	10,000.00	0.00	0.00	7,385.38	0.00	2,614.62	73.85
100-1565-53-1210 WATER & SEWER	12,000.00	674.75	0.00	5,916.92	0.00	6,083.08	49.31
100-1565-53-1220 NATURAL GAS	5,000.00	570.34	0.00	5,226.10	0.00	(226.10)	104.52
100-1565-53-1230 ELECTRICITY	71,000.00	9,166.27	0.00	87,011.76	0.00	(16,011.76)	122.55
TOTAL SUPPLIES	115,000.00	12,515.86	0.00	120,757.96	0.00	(5,757.96)	105.01
TOTAL CITY CENTER OPERATIONS	261,000.00	24,483.85	0.00	244,136.17	0.00	16,863.83	93.54
TOTAL GENERAL GOVERNMENT	1,987,571.00	112,214.76	0.00	1,573,132.88	0.00	414,438.12	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND
JUDICIAL
COURT SERVICES
EXPENDITURES

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
100-2500-51-1100 SALARIES	119,000.00	8,597.35	0.00	75,140.66	0.00	43,859.34	63.14
100-2500-51-1300 OVERTIME	800.00	0.00	0.00	657.99	0.00	142.01	82.25
100-2500-51-2100 GROUP INSURANCE	23,000.00	1,515.98	0.00	13,612.83	0.00	9,387.17	59.19
100-2500-51-2200 SOCIAL SECURITY	8,044.00	628.83	0.00	6,668.60	0.00	1,375.40	82.90
100-2500-51-2300 MEDICARE	3,300.00	147.07	0.00	1,559.66	0.00	1,740.34	47.26
100-2500-51-2400 RETIREMENT	4,394.00	0.00	0.00	3,852.00	0.00	542.00	87.66
100-2500-51-2700 WORKERS' COMPENSATION	2,200.00	0.00	0.00	2,118.71	0.00	81.29	96.31
TOTAL PERSONNEL SERVICES	160,738.00	10,889.23	0.00	103,610.45	0.00	57,127.55	64.46
PURCHASED/CONTRACT SERV							
100-2500-52-1290 JUDGE COMPENSATION	66,080.00	2,120.00	0.00	40,068.16	0.00	26,011.84	60.64
100-2500-52-1291 SOLICITOR COMPENSATIO	52,660.00	1,395.00	0.00	24,180.00	0.00	28,480.00	45.92
100-2500-52-1320 COURT REPORTER/INTERP	3,500.00	0.00	0.00	952.03	0.00	2,547.97	27.20
100-2500-52-3500 TRAVEL	2,000.00	44.54	0.00	467.94	0.00	1,532.06	23.40
100-2500-52-3600 DUES AND FEES	735.00	0.00	0.00	690.00	0.00	45.00	93.88
100-2500-52-3700 EDUCATION/TRAINING	1,250.00	0.00	0.00	414.98	0.00	835.02	33.20
TOTAL PURCHASED/CONTRACT SERV	126,225.00	3,559.54	0.00	66,773.11	0.00	59,451.89	52.90
SUPPLIES							
100-2500-53-1110 OFFICE SUPPLIES	2,500.00	0.00	0.00	864.22	0.00	1,635.78	34.57
100-2500-53-1610 COMPUTER EQUIPMENT	1,350.00	0.00	0.00	1,308.17	0.00	41.83	96.90
TOTAL SUPPLIES	3,850.00	0.00	0.00	2,172.39	0.00	1,677.61	56.43
TOTAL COURT SERVICES	290,813.00	14,448.77	0.00	172,555.95	0.00	118,257.05	59.34
TOTAL JUDICIAL	290,813.00	14,448.77	0.00	172,555.95	0.00	118,257.05	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
100-3200-51-1100 REGULAR EMPLOYEES	1,677,876.00	126,450.83	0.00	1,036,130.03	0.00	641,745.97	61.75
100-3200-51-1300 OVERTIME	50,000.00	5,467.42	0.00	62,431.25	0.00 (	12,431.25)	124.86
100-3200-51-2100 GROUP INSURANCE	292,000.00	24,109.38	0.00	194,804.56	0.00	97,195.44	66.71
100-3200-51-2200 SOCIAL SECURITY (FI	106,000.00	7,907.08	0.00	68,881.00	0.00	37,119.00	64.98
100-3200-51-2300 MEDICARE	24,575.00	1,849.24	0.00	16,109.25	0.00	8,465.75	65.55
100-3200-51-2400 RETIREMENT CONTRIBU	77,050.00	0.00	0.00	77,050.00	0.00	0.00	100.00
100-3200-51-2600 UNEMPLOYMENT INSURA	1,263.00	44.63	0.00	1,251.22	0.00	11.78	99.07
100-3200-51-2700 WORKER'S COMPENSATI	64,000.00	0.00	0.00	58,529.65	0.00	5,470.35	91.45
TOTAL PERSONNEL SERVICES	2,292,764.00	165,828.58	0.00	1,515,186.96	0.00	777,577.04	66.09
PURCHASED/CONTRACT SERV							
100-3200-52-1290 OTHER PROFESSIONAL SE	1,360.00	205.00	0.00	2,041.98	0.00 (	681.98)	150.15
100-3200-52-1330 SOFTWARE SUPPORT	28,000.00	501.60	0.00	10,193.75	0.00	17,806.25	36.41
100-3200-52-1340 DRUG TESTING	2,000.00	73.48	0.00	2,166.48	0.00 (	166.48)	108.32
100-3200-52-1350 BACKGROUND INVESTIGAT	6,000.00	369.59	0.00	5,601.11	0.00	398.89	93.35
100-3200-52-2330 RENTAL OF COPIERS	5,400.00	322.42	0.00	5,019.48	0.00	380.52	92.95
100-3200-52-3100 PROPERTY CASUALTY LI	90,000.00	0.00	0.00	206,201.00	0.00 (	116,201.00)	229.11
100-3200-52-3210 TELEPHONE	7,000.00	426.80	0.00	3,843.57	0.00	3,156.43	54.91
100-3200-52-3230 CELLULAR PHONES	21,000.00	0.00	0.00	14,449.94	0.00	6,550.06	68.81
100-3200-52-3260 POSTAGE	4,500.00	41.54	0.00	3,134.27	0.00	1,365.73	69.65
100-3200-52-3500 TRAVEL	5,000.00	0.00	0.00	3,629.00	0.00	1,371.00	72.58
100-3200-52-3600 DUES AND FEES	1,000.00	0.00	0.00	550.00	0.00	450.00	55.00
100-3200-52-3700 EDUCATION & TRAININ	10,000.00	0.00	0.00	4,639.24	0.00	5,360.76	46.39
TOTAL PURCHASED/CONTRACT SERV	181,260.00	1,940.43	0.00	261,469.82	0.00 (	80,209.82)	144.25
SUPPLIES							
100-3200-53-1110 OFFICE SUPPLIES	7,000.00	3,085.70	0.00	9,433.44	424.00 (	2,857.44)	140.82
100-3200-53-1130 UNIFORMS	20,000.00	2,391.30	0.00	15,122.41	4,056.05	821.54	95.89
100-3200-53-1132 FIREARMS AND AMMUNITI	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
100-3200-53-1140 VEHICLE REPAIRS/ PAR	72,680.00	11,059.34	0.00	85,648.72	8,213.64 (	21,182.36)	129.14
100-3200-53-1141 EQUIPMENT/REPAIRS (PD	5,250.00	1,241.91	0.00	2,496.91	0.00	2,753.09	47.56
100-3200-53-1151 COMMUNITY OUTREACH	10,640.00	1,402.30	0.00	9,191.43	0.00	1,448.57	86.39
100-3200-53-1171 BUILDING MAINTENANCE	2,250.00	0.00	0.00	1,059.90	0.00	1,190.10	47.11
100-3200-53-1210 WATER/SEWERAGE	1,000.00	139.82	0.00	1,226.87	0.00 (	226.87)	122.69
100-3200-53-1220 NATURAL GAS	1,600.00	137.98	0.00	1,668.86	0.00 (	68.86)	104.30
100-3200-53-1230 ELECTRICITY	1,400.00	150.94	0.00	1,123.92	0.00	276.08	80.28
100-3200-53-1270 GASOLINE	50,000.00	0.00	0.00	21,213.98	0.00	28,786.02	42.43
100-3200-53-1610 COMPUTR EQUIP/MAI	4,000.00	0.00	0.00	2,302.85	0.00	1,697.15	57.57
100-3200-53-1620 FURNITURE/FIXTURE	1,000.00	0.00	0.00	818.21	0.00	181.79	81.82
100-3200-53-1690 OTHER SM EQUIP <	16,200.00	0.00	0.00	16,182.39	0.00	17.61	99.89
TOTAL SUPPLIES	194,520.00	19,609.29	0.00	167,489.89	12,693.69	14,336.42	92.63

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
CAPITAL OUTLAY							
100-3200-54-2201 VEHICLE EQUIPMENT	0.00	0.00	0.00	56,614.83	0.00 (	56,614.83)	0.00
100-3200-54-2500 OTHER EQUIPMENT	25,300.00	1,503.88	0.00	1,503.88	25,275.24 (	1,479.12)	105.85
TOTAL CAPITAL OUTLAY	25,300.00	1,503.88	0.00	58,118.71	25,275.24 (	58,093.95)	329.62
DEBT SERVICE							
100-3200-58-1220 VEHICLES- ENTERPR	134,185.00	9,253.06	0.00	83,555.12	0.00	50,629.88	62.27
100-3200-58-1230 LEASE VEHICLE - GMA	56,615.00	0.00	0.00	0.00	0.00	56,615.00	0.00
100-3200-58-2101 INTEREST-SUNTRUST EQU	1,009.00	0.00	0.00	0.00	0.00	1,009.00	0.00
100-3200-58-2200 CAPITAL LEASE	306,957.00	0.00	0.00	21,528.17	0.00	285,428.83	7.01
100-3200-58-2220 VEHICLES INTEREST	5,484.00	0.00	0.00	2,808.11	0.00	2,675.89	51.21
TOTAL DEBT SERVICE	504,250.00	9,253.06	0.00	107,891.40	0.00	396,358.60	21.40
OTHER FINANCING USES							
TOTAL POLICE	3,198,094.00	198,135.24	0.00	2,110,156.78	37,968.93	1,049,968.29	67.17
TOTAL PUBLIC SAFETY	3,198,094.00	198,135.24	0.00	2,110,156.78	37,968.93	1,049,968.29	0.00

100-GENERAL FUND

PUBLIC WORKS

PUBLIC WORKS

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
100-4100-51-1100 REGULAR EMPLOYEES	400,000.00	26,308.22	0.00	241,800.14	0.00	158,199.86	60.45
100-4100-51-1300 OVERTIME	4,000.00	1,011.00	0.00	6,584.85	0.00	(2,584.85)	164.62
100-4100-51-2100 GROUP INSURANCE	66,000.00	9,334.99	0.00	54,427.25	0.00	11,572.75	82.47
100-4100-51-2200 SOCIAL SECURITY (FI	20,920.00	1,831.16	0.00	17,415.04	0.00	3,504.96	83.25
100-4100-51-2300 MEDICARE	5,000.00	379.81	0.00	3,584.04	0.00	1,415.96	71.68
100-4100-51-2400 RETIREMENT CONTRIBU	26,860.00	0.00	0.00	26,301.00	0.00	559.00	97.92
100-4100-51-2600 UNEMPLOYMENT INSURA	2,000.00	9.27	0.00	415.60	0.00	1,584.40	20.78
100-4100-51-2700 WORKERS' COMPENSATI	21,500.00	0.00	0.00	18,069.24	0.00	3,430.76	84.04
TOTAL PERSONNEL SERVICES	546,280.00	38,874.45	0.00	368,597.16	0.00	177,682.84	67.47
PURCHASED/CONTRACT SERV							
100-4100-52-1290 OTHER PROFESSIONA	13,600.00	1,200.00	0.00	9,970.00	0.00	3,630.00	73.31
100-4100-52-2160 TREE REMOVAL	6,000.00	600.00	0.00	4,100.00	0.00	1,900.00	68.33
100-4100-52-2200 REPAIRS & MAINTENAN	8,400.00	0.00	0.00	6,759.52	0.00	1,640.48	80.47
100-4100-52-2210 STREET MAINTENANCE	20,000.00	0.00	0.00	843.51	9,036.00	10,120.49	49.40
100-4100-52-2250 PEST CONTROL	600.00	0.00	0.00	450.00	50.00	100.00	83.33
100-4100-52-3100 PROPERTY CASUALTY LI	37,800.00	0.00	0.00	37,729.79	0.00	70.21	99.81
100-4100-52-3210 TELEPHONE	2,000.00	235.06	0.00	2,134.37	0.00	(134.37)	106.72
100-4100-52-3230 CELLULAR PHONES	1,100.00	0.00	0.00	725.11	0.00	374.89	65.92
100-4100-52-3500 TRAVEL	2,000.00	0.00	0.00	49.99	0.00	1,950.01	2.50
100-4100-52-3600 DUES AND FEES	3,000.00	271.30	0.00	2,052.58	0.00	947.42	68.42
100-4100-52-3700 EDUCATION & TRAININ	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
TOTAL PURCHASED/CONTRACT SERV	96,500.00	2,306.36	0.00	64,814.87	9,086.00	22,599.13	76.58
SUPPLIES							
100-4100-53-1110 OFFICE SUPPLIES	900.00	35.00	0.00	301.07	0.00	598.93	33.45
100-4100-53-1111 TOOLS	1,000.00	0.00	0.00	202.33	0.00	797.67	20.23
100-4100-53-1130 UNIFORMS	7,000.00	285.78	0.00	2,562.05	3,750.00	687.95	90.17
100-4100-53-1140 VEHICLE REPAIRS/ PAR	15,000.00	4,042.00	0.00	10,290.16	1,223.55	3,486.29	76.76
100-4100-53-1141 EQUIPMENT PARTS	5,000.00	93.76	0.00	914.90	0.00	4,085.10	18.30
100-4100-53-1142 SAFETY EQUIPMENT	1,000.00	0.00	0.00	155.00	500.00	345.00	65.50
100-4100-53-1143 SIGNS & BANNERS	2,000.00	0.00	0.00	263.90	0.00	1,736.10	13.20
100-4100-53-1144 CHRISTMAS SUPPLIES	90,400.00	0.00	0.00	0.00	57,105.00	33,295.00	63.17
100-4100-53-1150 LANDSCAPING SUPPL	8,000.00	81.24	0.00	5,082.02	0.00	2,917.98	63.53
100-4100-53-1160 PARKS SUPPLIES	7,000.00	547.88	0.00	8,701.81	147.10	(1,848.91)	126.41
100-4100-53-1170 BUILDING RENOVATI	50,000.00	0.00	0.00	7,985.47	34,050.50	7,964.03	84.07
100-4100-53-1171 BUILDING & FACILITY M	8,000.00	22.99	0.00	7,163.01	230.29	606.70	92.42
100-4100-53-1190 OTHER SUPPLIES	1,800.00	0.00	0.00	1,363.25	0.00	436.75	75.74
100-4100-53-1210 WATER/SEWERAGE	12,000.00	784.35	0.00	9,848.91	0.00	2,151.09	82.07
100-4100-53-1220 NATURAL GAS	4,500.00	248.10	0.00	3,033.94	0.00	1,466.06	67.42
100-4100-53-1230 ELECTRICITY	12,000.00	1,448.27	0.00	9,734.40	0.00	2,265.60	81.12
100-4100-53-1231 STREET LIGHTS - SIGNA	198,066.00	22,677.63	0.00	180,999.56	0.00	17,066.44	91.38
100-4100-53-1270 GASOLINE	8,500.00	0.00	0.00	6,235.43	0.00	2,264.57	73.36
100-4100-53-1610 COMPUTR EQUIP/MAI	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND

PUBLIC WORKS

PUBLIC WORKS

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
100-4100-53-1690 OTHER SM EQUIP	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
100-4100-53-1800 CEMETERY EXPENSE	19,000.00	0.00	0.00	29.04	0.00	18,970.96	0.15
TOTAL SUPPLIES	453,666.00	30,267.00	0.00	254,866.25	97,006.44	101,793.31	77.56
<u>CAPITAL OUTLAY</u>							
<u>DEBT SERVICE</u>							
100-4100-58-1220 LEASE-VEHICLES	20,897.00	0.00	0.00	0.00	0.00	20,897.00	0.00
100-4100-58-2000 INTEREST	1,003.00	36.55	0.00	446.78	0.00	556.22	44.54
TOTAL DEBT SERVICE	21,900.00	36.55	0.00	446.78	0.00	21,453.22	2.04
<u>OTHER FINANCING USES</u>							
TOTAL PUBLIC WORKS	1,118,346.00	71,484.36	0.00	688,725.06	106,092.44	323,528.50	71.07

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND
PUBLIC WORKS
STREET

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
<u>PURCHASED/CONTRACT SERV</u>							
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
<u>OTHER COSTS</u>							
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

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100-GENERAL FUND
PUBLIC WORKS
SANITATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
<u>PURCHASED/CONTRACT SERV</u>							
<u>SUPPLIES</u>							
<u>OTHER COSTS</u>							
<u>OTHER FINANCING USES</u>							
	=====	=====	=====	=====	=====	=====	=====
TOTAL PUBLIC WORKS	1,118,346.00	71,484.36	0.00	688,725.06	106,092.44	323,528.50	0.00
	=====	=====	=====	=====	=====	=====	=====

Attachment: SEPTEMBER 2023 OPERATING RESULTS (3594 : Unaudited Financial Statements - Ended

100-GENERAL FUND

HOUSING & DEVELOPMENT

CODE ENFORCEMENT DEPT

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
100-7450-51-1100 REGULAR EMPLOYEES	100,000.00	2,877.92	0.00	72,722.46	0.00	27,277.54	72.72
100-7450-51-1300 OVERTIME	2,800.00	22.89	0.00	534.20	0.00	2,265.80	19.08
100-7450-51-2100 GROUP INSURANCE	27,000.00	750.49	0.00	15,937.42	0.00	11,062.58	59.03
100-7450-51-2200 SOCIAL SECURITY (FI	6,400.00	179.36	0.00	4,575.33	0.00	1,824.67	71.49
100-7450-51-2300 MEDICARE	1,500.00	41.95	0.00	1,070.03	0.00	429.97	71.34
100-7450-51-2400 RETIREMENT CONTRIBU	4,395.00	0.00	0.00	3,853.00	0.00	542.00	87.67
100-7450-51-2600 UNEMPLOYMENT INSURA	0.00	0.00	0.00	54.46	0.00	(54.46)	0.00
100-7450-51-2700 WORKERS' COMPENSATI	2,200.00	0.00	0.00	2,314.70	0.00	(114.70)	105.21
TOTAL PERSONNEL SERVICES	144,295.00	3,872.61	0.00	101,061.60	0.00	43,233.40	70.04
PURCHASED/CONTRACT SERV							
100-7450-52-3230 CELLULAR PHONES	2,400.00	0.00	0.00	1,586.93	0.00	813.07	66.12
100-7450-52-3500 TRAVEL	1,500.00	1,061.00	0.00	1,061.00	0.00	439.00	70.73
100-7450-52-3600 DUES AND FEES	300.00	0.00	0.00	250.00	0.00	50.00	83.33
100-7450-52-3700 EDUCATION & TRAININ	1,500.00	0.00	0.00	634.00	0.00	866.00	42.27
TOTAL PURCHASED/CONTRACT SERV	5,700.00	1,061.00	0.00	3,531.93	0.00	2,168.07	61.96
SUPPLIES							
100-7450-53-1100 GENERAL SUPPLIES &	400.00	0.00	0.00	554.70	0.00	(154.70)	138.68
100-7450-53-1130 UNIFORMS	1,000.00	0.00	0.00	720.90	171.10	108.00	89.20
100-7450-53-1140 VEHICLE REPAIRS & PA	2,500.00	198.03	0.00	481.24	0.00	2,018.76	19.25
100-7450-53-1270 GASOLINE	4,000.00	0.00	0.00	2,240.59	0.00	1,759.41	56.01
TOTAL SUPPLIES	7,900.00	198.03	0.00	3,997.43	171.10	3,731.47	52.77
CAPITAL OUTLAY							
DEBT SERVICE							
100-7450-58-1220 LEASE - VEHICLE	6,410.00	456.03	0.00	4,117.95	0.00	2,292.05	64.24
TOTAL DEBT SERVICE	6,410.00	456.03	0.00	4,117.95	0.00	2,292.05	64.24
TOTAL CODE ENFORCEMENT DEPT	164,305.00	5,587.67	0.00	112,708.91	171.10	51,424.99	68.70

100-GENERAL FUND
HOUSING & DEVELOPMENT
DOWNTOWN DEVELOPMENT DPT

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
<u>PURCHASED/CONTRACT SERV</u>							
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
	=====	=====	=====	=====	=====	=====	=====
TOTAL HOUSING & DEVELOPMENT	164,305.00	5,587.67	0.00	112,708.91	171.10	51,424.99	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

100-GENERAL FUND
OTHER FINANCING USES
SPECIAL PROJECTS

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
OTHER FINANCING USES							
*** FUND TOTAL EXPENDITURES ***	6,759,129.00	401,870.80	0.00	4,657,279.58	144,232.47	1,957,616.95	71.04
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	76,005.14	0.00	896,251.43 (	144,232.47) (	752,018.96)	0.00
*** END OF REPORT ***							

210-CONFISCATED ASSETS
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
<u>PUBLIC SAFETY</u>							
<u>PUBLIC WORKS</u>							
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

210-CONFISCATED ASSETS

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>FINES & FORFEITURES</u>							
<u>INVESTMENT INCOME</u>							
<u>MISCELLANEOUS</u>							
<u>OTHER FINANCING SOURCES</u>							

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

210-CONFISCATED ASSETS
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PERSONNEL SERVICES

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

210-CONFISCATED ASSETS
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>OTHER FINANCING USES</u>							
	=====	=====	=====	=====	=====	=====	=====
	=====	=====	=====	=====	=====	=====	=====

210-CONFISCATED ASSETS
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
<u>OTHER COSTS</u>							
	=====	=====	=====	=====	=====	=====	=====
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

210-CONFISCATED ASSETS

PUBLIC WORKS

PUBLIC WORKS

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT
BUDGET

CURRENT
PERIOD

PRIOR YEAR
EXPENSE

Y-T-D
ACTUAL

Y-T-D
ENCUMBRANCE

BUDGET
BALANCE

% OF
BUDGET

DEBT SERVICE

OTHER FINANCING USES

210-CONFISCATED ASSETS
PUBLIC WORKS
SANITATION

% OF YEAR COMPLETED: 75.00

[illegible]

*** END OF REPORT ***

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

211-DEA CONFISCATED ASSETS
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
FINES & FORFEITURES	12,020.00	0.00	0.00	19,739.16	0.00	(7,719.16)	164.22
*** TOTAL REVENUES ***	12,020.00	0.00	0.00	19,739.16	0.00	(7,719.16)	164.22
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
<u>PUBLIC SAFETY</u>							
POLICE	12,020.00	590.09	0.00	590.09	0.00	11,429.91	4.91
TOTAL PUBLIC SAFETY	12,020.00	590.09	0.00	590.09	0.00	11,429.91	4.91
<u>PUBLIC WORKS</u>							
*** TOTAL EXPENDITURES ***	12,020.00	590.09	0.00	0.00	0.00	11,429.91	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(590.09)	0.00	19,739.16	0.00	(19,149.07)	0.00

211-DEA CONFISCATED ASSETS

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
INTERGOVERNMENTAL							
FINES & FORFEITURES							
211-0000-35-1360 PROCEEDS-SALE OF	12,020.00	0.00	0.00	19,739.16	0.00	(7,719.16)	164.22
TOTAL FINES & FORFEITURES	12,020.00	0.00	0.00	19,739.16	0.00	(7,719.16)	164.22
INVESTMENT INCOME							
MISCELLANEOUS							
OTHER FINANCING SOURCES							
*** FUND TOTAL REVENUE ***	12,020.00	0.00	0.00	19,739.16	0.00	(7,719.16)	164.22

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

211-DEA CONFISCATED ASSETS
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

PERSONNEL SERVICES

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

211-DEA CONFISCATED ASSETS
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>OTHER FINANCING USES</u>							
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	=====	=====	=====	=====	=====	=====	=====

211-DEA CONFISCATED ASSETS
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
<u>PURCHASED/CONTRACT SERV</u>							
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
211-3200-54-2301 FURNITURE - FIXTURES	0.00	30.13	0.00	30.13	0.00	(30.13)	0.00
211-3200-54-2500 OTHER EQUIPMENT	12,020.00	559.96	0.00	559.96	0.00	11,460.04	4.66
TOTAL CAPITAL OUTLAY	12,020.00	590.09	0.00	590.09	0.00	11,429.91	4.91
<u>OTHER COSTS</u>							
<u>DEBT SERVICE</u>							
TOTAL POLICE	12,020.00	590.09	0.00	590.09	0.00	11,429.91	4.91
TOTAL PUBLIC SAFETY	12,020.00	590.09	0.00	590.09	0.00	11,429.91	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

211-DEA CONFISCATED ASSETS

PUBLIC WORKS

PUBLIC WORKS

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT
BUDGET

CURRENT
PERIOD

PRIOR YEAR
EXPENSE

Y-T-D
ACTUAL

Y-T-D
ENCUMBRANCE

BUDGET
BALANCE

% OF
BUDGET

DEBT SERVICE

OTHER FINANCING USES

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

211-DEA CONFISCATED ASSETS
PUBLIC WORKS
SANITATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SUPPLIES</u>							
*** FUND TOTAL EXPENDITURES ***	12,020.00	590.09	0.00	590.09	0.00	11,429.91	4.91
** REVENUE OVER (UNDER) EXPENDITURES **	0.00 (	590.09)	0.00	19,149.07	0.00 (	19,149.07)	0.00
*** END OF REPORT ***							

212-LMIG
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	59,294.00	0.00	0.00	60,000.10	0.00 (	706.10)	101.19
MISCELLANEOUS	<u>59,294.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>59,294.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>118,588.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60,000.10</u>	<u>0.00</u>	<u>58,587.90</u>	<u>50.60</u>
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
<u>PUBLIC SAFETY</u>							
<u>PUBLIC WORKS</u>							
PUBLIC WORKS	<u>118,588.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>118,587.82</u>	<u>0.18</u>	<u>100.00</u>
TOTAL PUBLIC WORKS	<u>118,588.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>118,587.82</u>	<u>0.18</u>	<u>100.00</u>
*** TOTAL EXPENDITURES ***	<u>118,588.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>118,587.82</u>	<u>0.18</u>	<u>0.00</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60,000.10</u>	<u>(118,587.82)</u>	<u>58,587.72</u>	<u>0.00</u>

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

212-LMIG

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>INTERGOVERNMENTAL</u>							
212-0000-33-4110 GA. D.O.T. GRANT	59,294.00	0.00	0.00	60,000.10	0.00	(706.10)	101.19
TOTAL INTERGOVERNMENTAL	59,294.00	0.00	0.00	60,000.10	0.00	(706.10)	101.19
<u>INVESTMENT INCOME</u>							
<u>MISCELLANEOUS</u>							
212-0000-38-9100 TRANSFER OF RESERVE	59,294.00	0.00	0.00	0.00	0.00	59,294.00	0.00
TOTAL MISCELLANEOUS	59,294.00	0.00	0.00	0.00	0.00	59,294.00	0.00
<u>OTHER FINANCING SOURCES</u>							
*** FUND TOTAL REVENUE ***	118,588.00	0.00	0.00	60,000.10	0.00	58,587.90	50.60

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

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212-LMIG
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PERSONNEL SERVICES

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

212-LMIG
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>OTHER FINANCING USES</u>							
	=====	=====	=====	=====	=====	=====	=====
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

212-LMIG	% OF YEAR COMPLETED: 75.00						
PUBLIC SAFETY							
POLICE							
EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
<u>OTHER COSTS</u>							
	=====	=====	=====	=====	=====	=====	=====
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

212-LMIG

PUBLIC WORKS

PUBLIC WORKS

% OF YEAR COMPLETED: 75.00

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>CAPITAL OUTLAY</u>							
212-4100-54-1400 INFRASTRUCTURE	118,588.00	0.00	0.00	0.00	118,587.82	0.18	100.00
TOTAL CAPITAL OUTLAY	118,588.00	0.00	0.00	0.00	118,587.82	0.18	100.00
<u>DEBT SERVICE</u>							
<u>OTHER FINANCING USES</u>							
TOTAL PUBLIC WORKS	118,588.00	0.00	0.00	0.00	118,587.82	0.18	100.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

212-LMIG
PUBLIC WORKS
STREET

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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CAPITAL OUTLAY

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

212-LMIG

PUBLIC WORKS
SANITATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SUPPLIES</u>							
TOTAL PUBLIC WORKS	118,588.00	0.00	0.00	0.00	118,587.82	0.18	0.00
*** FUND TOTAL EXPENDITURES ***	118,588.00	0.00	0.00	0.00	118,587.82	0.18	100.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	60,000.10 (	118,587.82)	58,587.72	0.00
*** END OF REPORT ***							

230-ARPA 2021 LOCAL RECOVERY
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	<u>1,041,947.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,041,947.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,041,947.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,041,947.00</u>	<u>0.00</u>
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
MAYOR & COUNCIL	0.00	0.00	0.00	(27,189.00)	0.00	27,189.00	0.00
GENERAL ADMINISTRATION	<u>263,392.00</u>	<u>1,265.52</u>	<u>45,979.75</u>	<u>155,968.40</u>	<u>0.00</u>	<u>153,403.35</u>	<u>41.76</u>
TOTAL GENERAL GOVERNMENT	<u>263,392.00</u>	<u>1,265.52</u>	<u>45,979.75</u>	<u>128,779.40</u>	<u>0.00</u>	<u>180,592.35</u>	<u>31.44</u>
<u>JUDICIAL</u>							
<u>PUBLIC SAFETY</u>							
POLICE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,632.58</u>	<u>0.00</u>	<u>(10,632.58)</u>	<u>0.00</u>
TOTAL PUBLIC SAFETY	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,632.58</u>	<u>0.00</u>	<u>(10,632.58)</u>	<u>0.00</u>
<u>PUBLIC WORKS</u>							
PUBLIC WORKS	<u>778,555.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>174,146.35</u>	<u>604,408.65</u>	<u>22.37</u>
TOTAL PUBLIC WORKS	<u>778,555.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>174,146.35</u>	<u>604,408.65</u>	<u>22.37</u>
<u>HOUSING & DEVELOPMENT</u>							
*** TOTAL EXPENDITURES ***	<u>1,041,947.00</u>	<u>1,265.52</u>	<u>45,979.75</u>	<u>0.00</u>	<u>174,146.35</u>	<u>774,368.42</u>	<u>0.00</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>(1,265.52)</u>	<u>45,979.75</u>	<u>0.00</u>	<u>(174,146.35)</u>	<u>267,578.58</u>	<u>0.00</u>

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

230-ARPA 2021 LOCAL RECOVERY

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>INTERGOVERNMENTAL</u>							
230-0000-33-2100 ARPA 2021 LOCAL RECOV	1,041,947.00	0.00	0.00	0.00	0.00	1,041,947.00	0.00
TOTAL INTERGOVERNMENTAL	<u>1,041,947.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,041,947.00</u>	<u>0.00</u>
*** FUND TOTAL REVENUE ***	<u>1,041,947.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,041,947.00</u>	<u>0.00</u>

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

230-ARPA 2021 LOCAL RECOVERY
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
230-1300-51-2700 WORKERS COMPENSATION	0.00	0.00	0.00	(27,189.00)	0.00	27,189.00	0.00
TOTAL PERSONNEL SERVICES	0.00	0.00	0.00	(27,189.00)	0.00	27,189.00	0.00
TOTAL MAYOR & COUNCIL	0.00	0.00	0.00	(27,189.00)	0.00	27,189.00	0.00
	=====	=====	=====	=====	=====	=====	=====

230-ARPA 2021 LOCAL RECOVERY

GENERAL GOVERNMENT

GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
230-1500-51-1100 PERSONNEL COSTS	67,000.00	0.00	0.00	0.00	0.00	67,000.00	0.00
230-1500-51-2200 ER SOC SECURITY	972.00	0.00	0.00	155.00	0.00	817.00	15.95
230-1500-51-2300 MEDICARE	420.00	0.00	0.00	36.25	0.00	383.75	8.63
TOTAL PERSONNEL SERVICES	68,392.00	0.00	0.00	191.25	0.00	68,200.75	0.28
PURCHASED/CONTRACT SERV							
230-1500-52-1290 OTHER PROFESSIONAL FE	0.00	0.00	0.00	16,650.00	0.00	(16,650.00)	0.00
TOTAL PURCHASED/CONTRACT SERV	0.00	0.00	0.00	16,650.00	0.00	(16,650.00)	0.00
SUPPLIES							
230-1500-53-1141 BROADBAND INFRASTRUCT	0.00	0.00	0.00	860.00	0.00	(860.00)	0.00
230-1500-53-1610 TECHNOLOGY EQUIPMENT	0.00	1,265.52	45,979.75	21,267.15	0.00	24,712.60	0.00
TOTAL SUPPLIES	0.00	1,265.52	45,979.75	22,127.15	0.00	23,852.60	0.00
OTHER FINANCING USES							
TOTAL GENERAL ADMINISTRATION	68,392.00	1,265.52	45,979.75	38,968.40	0.00	75,403.35	10.25-

230-ARPA 2021 LOCAL RECOVERY
GENERAL GOVERNMENT
CITY CENTER OPERATIONS
EXPENDITURES

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>CAPITAL OUTLAY</u>							
TOTAL GENERAL GOVERNMENT	68,392.00	1,265.52	45,979.75	11,779.40	0.00	102,592.35	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

230-ARPA 2021 LOCAL RECOVERY

JUDICIAL

COURT SERVICES

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT
BUDGET

CURRENT
PERIOD

PRIOR YEAR
EXPENSE

Y-T-D
ACTUAL

Y-T-D
ENCUMBRANCE

BUDGET
BALANCE

% OF
BUDGET

PERSONNEL SERVICES

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

230-ARPA 2021 LOCAL RECOVERY
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
230-3200-54-2501 EQUIPMENT	0.00	0.00	0.00	10,632.58	0.00	(10,632.58)	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	10,632.58	0.00	(10,632.58)	0.00
<u>OTHER COSTS</u>							
TOTAL POLICE	0.00	0.00	0.00	10,632.58	0.00	(10,632.58)	0.00
TOTAL PUBLIC SAFETY	0.00	0.00	0.00	10,632.58	0.00	(10,632.58)	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

230-ARPA 2021 LOCAL RECOVERY

PUBLIC WORKS

PUBLIC WORKS

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
<u>CAPITAL OUTLAY</u>							
230-4100-54-1401 INFRASTRUCTURE & FACI	300,000.00	0.00	0.00	0.00	174,146.35	125,853.65	58.05
TOTAL CAPITAL OUTLAY	300,000.00	0.00	0.00	0.00	174,146.35	125,853.65	58.05
<u>DEBT SERVICE</u>							
<u>OTHER FINANCING USES</u>							
230-4100-61-1100 TRANSFERS TO OTHER FU	478,555.00	0.00	0.00	0.00	0.00	478,555.00	0.00
TOTAL OTHER FINANCING USES	478,555.00	0.00	0.00	0.00	0.00	478,555.00	0.00
 TOTAL PUBLIC WORKS	 778,555.00	 0.00	 0.00	 0.00	 174,146.35	 604,408.65	 22.37
	=====	=====	=====	=====	=====	=====	=====
 TOTAL PUBLIC WORKS	 778,555.00	 0.00	 0.00	 0.00	 174,146.35	 604,408.65	 0.00
	=====	=====	=====	=====	=====	=====	=====

230-ARPA 2021 LOCAL RECOVERY
HOUSING & DEVELOPMENT
CODE ENFORCEMENT DEPT

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
*** FUND TOTAL EXPENDITURES ***	846,947.00	1,265.52	45,979.75	22,411.98	174,146.35	696,368.42	17.78
** REVENUE OVER (UNDER) EXPENDITURES **	195,000.00	(1,265.52)	45,979.75	(22,411.98)	(174,146.35)	345,578.58	77.22-

*** END OF REPORT ***

250-MULTIPLE GRANT FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	307,188.00	0.00	0.00	0.00	0.00	307,188.00	0.00
*** TOTAL REVENUES ***	307,188.00	0.00	0.00	0.00	0.00	307,188.00	0.00
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
<u>PUBLIC SAFETY</u>							
<u>PUBLIC WORKS</u>							
PUBLIC WORKS	107,188.00	0.00	0.00	0.00	0.00	107,188.00	0.00
TOTAL PUBLIC WORKS	107,188.00	0.00	0.00	0.00	0.00	107,188.00	0.00
<u>HOUSING & DEVELOPMENT</u>							
CODE ENFORCEMENT DEPT	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
TOTAL HOUSING & DEVELOPMENT	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
*** TOTAL EXPENDITURES ***	307,188.00	0.00	0.00	0.00	0.00	307,188.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	0.00	0.00	0.00	0.00

250-MULTIPLE GRANT FUND

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>INTERGOVERNMENTAL</u>							
250-0000-33-4150 INDIRECT	307,188.00	0.00	0.00	0.00	0.00	307,188.00	0.00
TOTAL INTERGOVERNMENTAL	307,188.00	0.00	0.00	0.00	0.00	307,188.00	0.00
<u>CONTRIBUTION & DONATIONS</u>							
<u>OTHER FINANCING SOURCES</u>							
*** FUND TOTAL REVENUE ***	307,188.00	0.00	0.00	0.00	0.00	307,188.00	0.00
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

250-MULTIPLE GRANT FUND
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PERSONNEL SERVICES

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

250-MULTIPLE GRANT FUND
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>SUPPLIES</u>							
<u>OTHER FINANCING USES</u>							
	=====	=====	=====	=====	=====	=====	=====
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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

250-MULTIPLE GRANT FUND
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
<u>OTHER COSTS</u>							
	=====	=====	=====	=====	=====	=====	=====
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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

250-MULTIPLE GRANT FUND

PUBLIC WORKS

PUBLIC WORKS

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT
BUDGET

CURRENT
PERIOD

PRIOR YEAR
EXPENSE

Y-T-D
ACTUAL

Y-T-D
ENCUMBRANCE

BUDGET
BALANCE

% OF
BUDGET

PURCHASED/CONTRACT SERV

SUPPLIES

CAPITAL OUTLAY

250-4100-54-1401 INFRASTRUCTURE

TOTAL CAPITAL OUTLAY

DEBT SERVICE

OTHER FINANCING USES

TOTAL PUBLIC WORKS

107,188.00	0.00	0.00	0.00	0.00	0.00	107,188.00	0.00
107,188.00	0.00	0.00	0.00	0.00	0.00	107,188.00	0.00
107,188.00	0.00	0.00	0.00	0.00	0.00	107,188.00	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

250-MULTIPLE GRANT FUND
PUBLIC WORKS
STREET

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PURCHASED/CONTRACT SERV

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SUPPLIES

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250-MULTIPLE GRANT FUND
PUBLIC WORKS
SANITATION

EXPENDITURES

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SUPPLIES							
TOTAL PUBLIC WORKS	107,188.00	0.00	0.00	0.00	0.00	107,188.00	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

250-MULTIPLE GRANT FUND
HOUSING & DEVELOPMENT
CODE ENFORCEMENT DEPT

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PURCHASED/CONTRACT SERV							
250-7450-52-2200 REPAIRS & MAINTENANCE	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
TOTAL PURCHASED/CONTRACT SERV	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
TOTAL CODE ENFORCEMENT DEPT	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
TOTAL HOUSING & DEVELOPMENT	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
*** FUND TOTAL EXPENDITURES ***	307,188.00	0.00	0.00	0.00	0.00	307,188.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

275-HOTEL/ MOTEL TAX FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	45,000.00	280.59	0.00	35,944.98	0.00	9,055.02	79.88
*** TOTAL REVENUES ***	45,000.00	280.59	0.00	35,944.98	0.00	9,055.02	79.88
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
GENERAL ADMINISTRATION	45,000.00	8,259.57	0.00	48,229.83	0.00	(3,229.83)	107.18
TOTAL GENERAL GOVERNMENT	45,000.00	8,259.57	0.00	48,229.83	0.00	(3,229.83)	107.18
<u>PUBLIC SAFETY</u>							
<u>PUBLIC WORKS</u>							
*** TOTAL EXPENDITURES ***	45,000.00	8,259.57	0.00	0.00	0.00	(3,229.83)	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(7,978.98)	0.00	35,944.98	0.00	12,284.85	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

275-HOTEL/ MOTEL TAX FUND

% OF YEAR COMPLETED: 75.00

REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
TAXES								
275-0000-31-4100	HOTEL/MOTEL TAX	45,000.00	280.59	0.00	35,944.98	0.00	9,055.02	79.88
TOTAL TAXES		45,000.00	280.59	0.00	35,944.98	0.00	9,055.02	79.88
CONTRIBUTION & DONATIONS								
MISCELLANEOUS								
OTHER FINANCING SOURCES								
*** FUND TOTAL REVENUE ***		45,000.00	280.59	0.00	35,944.98	0.00	9,055.02	79.88

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

275-HOTEL/ MOTEL TAX FUND
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PERSONNEL SERVICES

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

275-HOTEL/ MOTEL TAX FUND

GENERAL GOVERNMENT

GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>OTHER COSTS</u>							
275-1500-57-2100 PAYMENTS TO CCVB	45,000.00	8,259.57	0.00	48,229.83	0.00 (	3,229.83)	107.18
TOTAL OTHER COSTS	45,000.00	8,259.57	0.00	48,229.83	0.00 (	3,229.83)	107.18
<u>OTHER FINANCING USES</u>							
TOTAL GENERAL ADMINISTRATION	45,000.00	8,259.57	0.00	48,229.83	0.00 (	3,229.83)	107.18
TOTAL GENERAL GOVERNMENT	45,000.00	8,259.57	0.00	48,229.83	0.00 (	3,229.83)	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

275-HOTEL/ MOTEL TAX FUND
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
<u>OTHER COSTS</u>							
	=====	=====	=====	=====	=====	=====	=====
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

275-HOTEL/ MOTEL TAX FUND
PUBLIC WORKS
PUBLIC WORKS
EXPENDITURES

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
DEBT SERVICE							
OTHER FINANCING USES							

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

275-HOTEL/ MOTEL TAX FUND
PUBLIC WORKS
SANITATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SUPPLIES</u>							
*** FUND TOTAL EXPENDITURES ***	45,000.00	8,259.57	0.00	48,229.83	0.00 (	3,229.83)	107.18
** REVENUE OVER (UNDER) EXPENDITURES **	0.00 (	7,978.98)	0.00 (	12,284.85)	0.00	12,284.85	0.00
*** END OF REPORT ***							

290-TECHNOLOGY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	48,000.00	0.00	0.00	34,294.87	0.00	13,705.13	71.45
*** TOTAL REVENUES ***	48,000.00	0.00	0.00	34,294.87	0.00	13,705.13	71.45
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
<u>PUBLIC SAFETY</u>							
POLICE	48,000.00	0.00	0.00	28,000.00	0.00	20,000.00	58.33
TOTAL PUBLIC SAFETY	48,000.00	0.00	0.00	28,000.00	0.00	20,000.00	58.33
<u>PUBLIC WORKS</u>							
*** TOTAL EXPENDITURES ***	48,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	34,294.87	0.00	(6,294.87)	0.00

290-TECHNOLOGY FUND

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>INTERGOVERNMENTAL</u>							
<u>CHARGES FOR SERVICES</u>							
290-0000-34-2910 TECHNOLOGY FEES COLLE	48,000.00	0.00	0.00	34,294.87	0.00	13,705.13	71.45
TOTAL CHARGES FOR SERVICES	48,000.00	0.00	0.00	34,294.87	0.00	13,705.13	71.45
<u>INVESTMENT INCOME</u>							
<u>MISCELLANEOUS</u>							
<u>OTHER FINANCING SOURCES</u>							
*** FUND TOTAL REVENUE ***	48,000.00	0.00	0.00	34,294.87	0.00	13,705.13	71.45
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

290-TECHNOLOGY FUND
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PERSONNEL SERVICES

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

290-TECHNOLOGY FUND
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
OTHER FINANCING USES							

290-TECHNOLOGY FUND
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
290-3200-52-1330 SOFTWARE/COMPUTER SUP	48,000.00	0.00	0.00	28,000.00	0.00	20,000.00	58.33
TOTAL PURCHASED/CONTRACT SERV	48,000.00	0.00	0.00	28,000.00	0.00	20,000.00	58.33
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
<u>OTHER COSTS</u>							
TOTAL POLICE	48,000.00	0.00	0.00	28,000.00	0.00	20,000.00	58.33
	=====	=====	=====	=====	=====	=====	=====
TOTAL PUBLIC SAFETY	48,000.00	0.00	0.00	28,000.00	0.00	20,000.00	0.00
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

290-TECHNOLOGY FUND
PUBLIC WORKS
PUBLIC WORKS
EXPENDITURES

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
DEBT SERVICE							

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

290-TECHNOLOGY FUND
PUBLIC WORKS
SANITATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SUPPLIES</u>							
*** FUND TOTAL EXPENDITURES ***	48,000.00	0.00	0.00	28,000.00	0.00	20,000.00	58.33
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	6,294.87	0.00 (	6,294.87)	0.00
*** END OF REPORT ***							

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

325-SPLOST 15
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
MISCELLANEOUS	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
*** TOTAL REVENUES ***	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
<u>PUBLIC SAFETY</u>							
<u>PUBLIC WORKS</u>							
PUBLIC WORKS	100,000.00	0.00	0.00	0.00	167,457.18 (	67,457.18)	167.46
TOTAL PUBLIC WORKS	100,000.00	0.00	0.00	0.00	167,457.18 (	67,457.18)	167.46
*** TOTAL EXPENDITURES ***	100,000.00	0.00	0.00	0.00	167,457.18 (	67,457.18)	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	0.00	(167,457.18)	167,457.18	0.00

325-SPLOST 15

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
<u>INTERGOVERNMENTAL</u>							
<u>INVESTMENT INCOME</u>							
<u>MISCELLANEOUS</u>							
325-0000-38-9100 TRANSFER OF RESERVES	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
TOTAL MISCELLANEOUS	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
<u>OTHER FINANCING SOURCES</u>							
*** FUND TOTAL REVENUE ***	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

325-SPLOST 15
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

PERSONNEL SERVICES

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

9.1.b

325-SPLOST 15
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>OTHER FINANCING USES</u>							
	=====	=====	=====	=====	=====	=====	=====
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Attachment: SEPTEMBER 2023 OPERATING RESULTS (3594 : Unaudited Financial Statements - Ended

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

9.1.b

325-SPLOST 15
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>CAPITAL OUTLAY</u>							
<u>OTHER COSTS</u>							
<u>DEBT SERVICE</u>							
	=====	=====	=====	=====	=====	=====	=====
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

9.1.b

325-SPLOST 15	% OF YEAR COMPLETED: 75.00						
PUBLIC WORKS							
PUBLIC WORKS							
EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>CAPITAL OUTLAY</u>							
325-4100-54-1400 INSTRUCTURE	100,000.00	0.00	0.00	0.00	167,457.18 (	67,457.18)	167.46
TOTAL CAPITAL OUTLAY	100,000.00	0.00	0.00	0.00	167,457.18 (	67,457.18)	167.46
<u>DEBT SERVICE</u>							
TOTAL PUBLIC WORKS	100,000.00	0.00	0.00	0.00	167,457.18 (	67,457.18)	167.46
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

325-SPLOST 15	% OF YEAR COMPLETED: 75.00						
PUBLIC WORKS							
SANITATION							
EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SUPPLIES</u>							
TOTAL PUBLIC WORKS	100,000.00	0.00	0.00	0.00	167,457.18 (	67,457.18)	0.00
*** FUND TOTAL EXPENDITURES ***	100,000.00	0.00	0.00	0.00	167,457.18 (	67,457.18)	167.46
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	0.00	(167,457.18)	167,457.18	0.00
*** END OF REPORT ***							

330-SPLOST 21
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,500,000.00	120,515.25	0.00	724,845.83	0.00	775,154.17	48.32
*** TOTAL REVENUES ***	1,500,000.00	120,515.25	0.00	724,845.83	0.00	775,154.17	48.32
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
CITY CENTER OPERATIONS	1,500,000.00	0.00	0.00	1,497,405.03	0.00	2,594.97	99.83
TOTAL GENERAL GOVERNMENT	1,500,000.00	0.00	0.00	1,497,405.03	0.00	2,594.97	99.83
<u>PUBLIC SAFETY</u>							
<u>PUBLIC WORKS</u>							
*** TOTAL EXPENDITURES ***	1,500,000.00	0.00	0.00	0.00	0.00	2,594.97	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	120,515.25	0.00	724,845.83	0.00	772,559.20	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

330-SPLOST 21

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
TAXES							
330-0000-31-3201 SPLOST COLLECTIONS	1,500,000.00	120,515.25	0.00	724,845.83	0.00	775,154.17	48.32
TOTAL TAXES	<u>1,500,000.00</u>	<u>120,515.25</u>	<u>0.00</u>	<u>724,845.83</u>	<u>0.00</u>	<u>775,154.17</u>	<u>48.32</u>
*** FUND TOTAL REVENUE ***	<u>1,500,000.00</u>	<u>120,515.25</u>	<u>0.00</u>	<u>724,845.83</u>	<u>0.00</u>	<u>775,154.17</u>	<u>48.32</u>

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

330-SPLOST 21
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PERSONNEL SERVICES

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

330-SPLOST 21
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
DEBT SERVICE							
OTHER FINANCING USES							

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

330-SPLOST 21							
GENERAL GOVERNMENT						% OF YEAR COMPLETED:	75.00
CITY CENTER OPERATIONS							
EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
DEBT SERVICE							
330-1565-58-1300 OTHER DEBT PRINCIPAL	830,000.00	0.00	0.00	830,000.00	0.00	0.00	100.00
330-1565-58-1301 LSP URA PAYMENT	175,000.00	0.00	0.00	175,000.00	0.00	0.00	100.00
330-1565-58-2000 INTEREST ON DEBT SERV	470,551.00	0.00	0.00	470,550.02	0.00	0.98	100.00
330-1565-58-2300 INTEREST LSP	24,449.00	0.00	0.00	21,855.01	0.00	2,593.99	89.39
TOTAL DEBT SERVICE	1,500,000.00	0.00	0.00	1,497,405.03	0.00	2,594.97	99.83
TOTAL CITY CENTER OPERATIONS	1,500,000.00	0.00	0.00	1,497,405.03	0.00	2,594.97	99.83
TOTAL GENERAL GOVERNMENT	1,500,000.00	0.00	0.00	1,497,405.03	0.00	2,594.97	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

330-SPLOST 21	% OF YEAR COMPLETED: 75.00						
PUBLIC SAFETY							
POLICE							
EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
OTHER COSTS							

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

330-SPLOST 21	% OF YEAR COMPLETED: 75.00						
PUBLIC WORKS							
PUBLIC WORKS							
EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>SUPPLIES</u>							
<u>CAPITAL OUTLAY</u>							
<u>DEBT SERVICE</u>							
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

330-SPLOST 21							
PUBLIC WORKS							
SANITATION							
					% OF YEAR COMPLETED:	75.00	
EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SUPPLIES</u>							
*** FUND TOTAL EXPENDITURES ***	1,500,000.00	0.00	0.00	1,497,405.03	0.00	2,594.97	99.83
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	120,515.25	0.00	(772,559.20)	0.00	772,559.20	0.00
*** END OF REPORT ***							

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

350-LOCAL RESOURCES
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
GENERAL ADMINISTRATION	0.00	66,050.50	0.00	73,966.95	0.00	(73,966.95)	0.00
TOTAL GENERAL GOVERNMENT	0.00	66,050.50	0.00	73,966.95	0.00	(73,966.95)	0.00
<u>PUBLIC SAFETY</u>							
<u>PUBLIC WORKS</u>							
*** TOTAL EXPENDITURES ***	0.00	66,050.50	0.00	0.00	0.00	(73,966.95)	0.00
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(66,050.50)	0.00	0.00	0.00	73,966.95	0.00
	=====	=====	=====	=====	=====	=====	=====

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

350-LOCAL RESOURCES

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>OTHER FINANCING SOURCES</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

350-LOCAL RESOURCES
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PERSONNEL SERVICES

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

350-LOCAL RESOURCES
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PURCHASED/CONTRACT SERV</u>							
<u>SUPPLIES</u>							
350-1500-53-1620 FURNITURE & FIXTURES	0.00	0.00	0.00	8,737.87	0.00	(8,737.87)	0.00
TOTAL SUPPLIES	0.00	0.00	0.00	8,737.87	0.00	(8,737.87)	0.00
<u>CAPITAL OUTLAY</u>							
350-1500-54-1100 SITE IMPROVEMENTS	0.00	66,050.50	0.00	65,229.08	0.00	(65,229.08)	0.00
TOTAL CAPITAL OUTLAY	0.00	66,050.50	0.00	65,229.08	0.00	(65,229.08)	0.00
<u>OTHER FINANCING USES</u>							
TOTAL GENERAL ADMINISTRATION	0.00	66,050.50	0.00	73,966.95	0.00	(73,966.95)	0.00
TOTAL GENERAL GOVERNMENT	0.00	66,050.50	0.00	73,966.95	0.00	(73,966.95)	0.00

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

350-LOCAL RESOURCES
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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SUPPLIES

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CAPITAL OUTLAY

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OTHER COSTS

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

350-LOCAL RESOURCES
PUBLIC WORKS
PUBLIC WORKS
EXPENDITURES

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
DEBT SERVICE							
OTHER FINANCING USES							

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

350-LOCAL RESOURCES
PUBLIC WORKS
SANITATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>SUPPLIES</u>							
*** FUND TOTAL EXPENDITURES ***	0.00	66,050.50	0.00	73,966.95	0.00 (	73,966.95)	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00 (	66,050.50)	0.00 (	73,966.95)	0.00	73,966.95	0.00
*** END OF REPORT ***							

540-SOLID WASTE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	220,500.00	2,200.00	0.00	252,930.00	0.00	(32,430.00)	114.71
OTHER FINANCING SOURCES	<u>9,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
*** TOTAL REVENUES ***	<u>230,100.00</u>	<u>2,200.00</u>	<u>0.00</u>	<u>262,530.00</u>	<u>0.00</u>	<u>(32,430.00)</u>	<u>114.09</u>
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL GOVERNMENT</u>							
<u>PUBLIC SAFETY</u>							
<u>PUBLIC WORKS</u>							
SANITATION	<u>310,600.00</u>	<u>13,630.87</u>	<u>0.00</u>	<u>210,831.99</u>	<u>2,349.21</u>	<u>97,418.80</u>	<u>68.64</u>
TOTAL PUBLIC WORKS	<u>310,600.00</u>	<u>13,630.87</u>	<u>0.00</u>	<u>210,831.99</u>	<u>2,349.21</u>	<u>97,418.80</u>	<u>68.64</u>
*** TOTAL EXPENDITURES ***	<u>310,600.00</u>	<u>13,630.87</u>	<u>0.00</u>	<u>0.00</u>	<u>2,349.21</u>	<u>97,418.80</u>	<u>0.00</u>
** REVENUE OVER (UNDER) EXPENDITURES *	<u>(80,500.00)</u>	<u>(11,430.87)</u>	<u>0.00</u>	<u>262,530.00</u>	<u>(2,349.21)</u>	<u>(129,848.80)</u>	<u>61.30-</u>

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

540-SOLID WASTE FUND

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>CHARGES FOR SERVICES</u>							
540-0000-34-4110 REFUSE COLLECTION	220,000.00	2,200.00	0.00	252,920.00	0.00	(32,920.00)	114.96
540-0000-34-4190 RETURN CART FEE- OTHE	500.00	0.00	0.00	10.00	0.00	490.00	2.00
TOTAL CHARGES FOR SERVICES	220,500.00	2,200.00	0.00	252,930.00	0.00	(32,430.00)	114.71
<u>INVESTMENT INCOME</u>							
<u>MISCELLANEOUS</u>							
<u>OTHER FINANCING SOURCES</u>							
540-0000-39-1200 OPERATING TFR FROM GE	9,600.00	0.00	0.00	9,600.00	0.00	0.00	100.00
TOTAL OTHER FINANCING SOURCES	9,600.00	0.00	0.00	9,600.00	0.00	0.00	100.00
*** FUND TOTAL REVENUE ***	230,100.00	2,200.00	0.00	262,530.00	0.00	(32,430.00)	114.09

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

9.1.b

540-SOLID WASTE FUND
GENERAL GOVERNMENT
MAYOR & COUNCIL

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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PERSONNEL SERVICES

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

540-SOLID WASTE FUND
GENERAL GOVERNMENT
GENERAL ADMINISTRATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
OTHER FINANCING USES							

CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

540-SOLID WASTE FUND
PUBLIC SAFETY
POLICE

% OF YEAR COMPLETED: 75.00

EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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CAPITAL OUTLAY

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OTHER COSTS

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CITY OF JONESBORO
FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2023

540-SOLID WASTE FUND
PUBLIC WORKS
PUBLIC WORKS
EXPENDITURES

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
DEBT SERVICE							

540-SOLID WASTE FUND

PUBLIC WORKS

SANITATION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES							
540-4300-51-1100 REGULAR EMPLOYEES	40,000.00	3,076.92	0.00	29,230.74	0.00	10,769.26	73.08
540-4300-51-2200 SOCIAL SECURITY (FICA	300.00	23.08	0.00	232.83	0.00	67.17	77.61
540-4300-51-2300 MEDICARE	700.00	53.84	0.00	543.28	0.00	156.72	77.61
540-4300-51-2700 WORKERS COMPENSATION	0.00	0.00	0.00	731.81	0.00	(731.81)	0.00
TOTAL PERSONNEL SERVICES	41,000.00	3,153.84	0.00	30,738.66	0.00	10,261.34	74.97
PURCHASED/CONTRACT SERV							
540-4300-52-1290 OTHER PROFESSIONAL FE	64,635.00	3,366.92	0.00	11,638.42	0.00	52,996.58	18.01
540-4300-52-2110 DISPOSAL (LANDFILL FE	100,000.00	7,110.11	0.00	70,374.16	0.00	29,625.84	70.37
TOTAL PURCHASED/CONTRACT SERV	164,635.00	10,477.03	0.00	82,012.58	0.00	82,622.42	49.81
SUPPLIES							
540-4300-53-1100 SUPPLIES/MATERIALS	240.00	0.00	0.00	239.92	0.00	0.08	99.97
540-4300-53-1110 GENERAL SUPPLIES/MATE	9,725.00	0.00	0.00	9,723.00	0.00	2.00	99.98
540-4300-53-1130 UNIFORMS	1,500.00	0.00	0.00	0.00	1,250.00	250.00	83.33
540-4300-53-1140 VEHICLE/EQUIPMENT PAR	5,000.00	0.00	0.00	3,678.06	917.51	404.43	91.91
540-4300-53-1270 GASOLINE	8,000.00	0.00	0.00	3,939.77	181.70	3,878.53	51.52
TOTAL SUPPLIES	24,465.00	0.00	0.00	17,580.75	2,349.21	4,535.04	81.46
CAPITAL OUTLAY							
540-4300-54-2201 VEHICLE EQUIPMENT	80,500.00	0.00	0.00	80,500.00	0.00	0.00	100.00
TOTAL CAPITAL OUTLAY	80,500.00	0.00	0.00	80,500.00	0.00	0.00	100.00
OTHER COSTS							
DEBT SERVICE							
TOTAL SANITATION	310,600.00	13,630.87	0.00	210,831.99	2,349.21	97,418.80	68.64
TOTAL PUBLIC WORKS	310,600.00	13,630.87	0.00	210,831.99	2,349.21	97,418.80	0.00
*** FUND TOTAL EXPENDITURES ***	310,600.00	13,630.87	0.00	210,831.99	2,349.21	97,418.80	68.64
** REVENUE OVER (UNDER) EXPENDITURES * (	80,500.00) (	11,430.87)	0.00	51,698.01 (	2,349.21) (	129,848.80)	61.30-
*** END OF REPORT ***							



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

9.2

- 2

COUNCIL MEETING DATE
November 13, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Human Resources Director Robinson

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

Council to consider proposed FY 2023 Budget Amendment for November 2023.

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

Budget Amendments Require Board Approval

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.)

Finance Director, Nina Robinson, has prepared the attached schedule showing the required budget amendments for the general fund (Fund 100). This document has been prepared for Council Consideration and Approval and reflects the appropriation of funds required to cover legal costs incurred in conjunction with the special investigation, Hispanic Heritage Festival Donations and Expenses, 2023 Property Casualty Insurance Premiums not appropriated for in previous amendments. For the General Fund - Fund 100 available contingency reserves are being increased to reflect positive performance in various revenue lines. The increase is then reappropriated to the expense lines that are impacted by the budgetary needs not appropriated.

This amendment increases revenue by \$433,000 and expenses by \$433,000. The general fund budget remains balanced at \$7,192,129 after the recommended adjustments.

Summary of Budget Recommend Amendment is attached.

Detail Budget Amendment register is attached.

General Fund

The expense lines that are subject to amendment are detailed on the budget amendment registers. These amendments cover the required costs of the unbudgeted legal fees for the department 1300, Revenues that were budgeted lower than the expected, the increase in insurance premiums for property and casualty coverage for 2023. November 7th General election, seed money for the Jonesboro Youth Council, the recognition of special donations received and expended for Back-to-School event, an adjustment to reflect insurance proceeds received to repair damaged vehicles.

A review of all revenue accounts was completed and those line items that have performed better than anticipated were amended to provide sufficient funds to be appropriated from the contingency reserves to cover unanticipated expenses. Likewise, revenue lines that were projected to underperform in 2023 were reduced to reflect projected outcomes. See the attached Budget Amendment register for the specific revenue and expense lines that are being amended.

Fiscal Impact

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

The overall impact on the general fund 100 operating budget is an increase in revenue and expenses of \$433,000. The operating budget is now \$7,192,129 and remains a balanced budget of revenues and expenses. Remaining contingency

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

November, 13, 2023

Signature

City Clerk's Office

reserve funds are \$307.

9.2

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

- Nov 2023 Budget Amendment Register
- Proposed Budget Amendment - Nov 2023

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

Approval

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000679							
100 0000-34-1120	11/01/2023	PERFORMING WELL PROBATION FEE	100,000.00	550,000.00-	0.00	650,000.00-	18,248.48-
100 0000-34-1910	11/01/2023	PERFORMING WELL ELECTION QUALIFYING FEE	2,500.00	2,000.00-	0.00	4,500.00-	51.00
100 0000-35-1170	11/01/2023	PERFORMING WELL MUNICIPAL BONDS	120,000.00	600,000.00-	0.00	720,000.00-	8,443.51-
100 0000-37-1025	11/01/2023	PERFORMING WELL DONATIONS & SPONSORSHIPS	23,000.00	40,000.00-	12,300.00	75,300.00-	2,500.00-
100 0000-38-9300	11/01/2023	PERFORMING WELL TOWING FEES	7,500.00	30,000.00-	0.00	37,500.00-	11,740.00-
100 0000-31-3100	11/01/2023	PERFORMING WELL LOCAL OPTION SALES & USE	120,000.00	1,600,000.00-	0.00	1,720,000.00-	181,809.99-
100 0000-36-1030	11/01/2023	PERFORMING WELL INTEREST REVENUES-GA.ONE	40,000.00	2,000.00-	20,000.00	62,000.00-	15,363.83-
100 0000-35-1180	11/01/2023	PERFORMING WELL OTHER PUBLIC SAFETY SERVICES	20,000.00	500,000.00-	0.00	520,000.00-	88,764.00
100 1500-57-9000	11/01/2023	PERFORMING WELL CONTINGENCIES DEPT: GENERAL ADMINISTRATION	433,000.00	115,225.00	104,918.00-	307.00	307.00
100 1500-52-1210	11/01/2023	DENMARK ASHBY UNDER ATTORNEY & LEGAL FEES DEPT: GENERAL ADMINISTRATION	10,000.00	100,000.00	0.00	110,000.00	18,907.35
100 1300-52-1210	11/01/2023	LAWSON, JACKSON ET ATTORNEY & LEGAL FEES DEPT: MAYOR & COUNCIL	225,000.00	0.00	0.00	225,000.00	108,216.41
100 1500-52-3905	11/01/2023	HISPANIC HERITAGE & SPECIAL EVENTS DEPT: GENERAL ADMINISTRATION	25,000.00	15,000.00	0.00	40,000.00	8,672.68
100 3200-52-3100	11/01/2023	FY23 INS PREMIUM IN PROPERTY CASUALTY LIAB INS DEPT: POLICE DEPARTMENT	118,000.00	90,000.00	0.00	208,000.00	1,799.00
100 1500-57-9000	11/01/2023	APPROPRIATE TO EXPE CONTINGENCIES DEPT: GENERAL ADMINISTRATION	443,000.00-	115,225.00	104,918.00-	307.00	307.00
100 1565-53-1230	11/01/2023	ELECTRICITY COSTS DEPT: CITY CENTER OPERATIONS	65,000.00	1,400.00	69,600.00	136,000.00	40,597.86
PACKET NOTES: THIS AMENDMENT IS REQUIRED TO RECORD REVENUE THAT IS							

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000679							

PERFORMING WELL ENOUGH TO PRODUCE A SURPLUS OVER EXPENSES TO COVER UNANTICIPATED EXPENSES FOR FY 2023 THE REVENUE FOR THE SPONSORSHIPS TO COVER THE COST OF THE INAUGURAL HISPANIC FESTIVAL WAS DONATED BUT NOT BUDGETED . CORRESPONDING EXPENSES HAVE BEEN INCREASED TO ACCOUNT FOR THE FESTIVAL COSTS THIS AMENDMENT IS REQUIRED TO APPROPRIATE FUNDS TO COVER THE COST OF LEGAL FEES ASSOCIATED WITH THE SPECIAL INVESTIGATION - LAWSON, JACKSON AND OTHERS FIRMS AS REQUIRED TO COMPLETE THE LITIGATION. THIS AMENDMENT COVERS THE COST ASSOCIATED WITH INCREASES IN OPERTAING THE NEW JCC AND ATTEMPTS TO COVER THE COST OF ELECTRICITY THAT WAS NOT PROJECTED ACCURATELY BECAUSE THERE WAS NO HISTORICAL DATA TO REFERENCE. THIS AMENDMENT USES AVAILBLE CONTINGENCY RESERVES TO COVER THE AMENDMENDE EXPENSES.							
TOTAL NO. ADJUSTMENTS--REVENUE:					8	433,000.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					7	433,000.00	
TOTAL IN PACKET--						<u>866,000.00</u>	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

City of Jonesboro
Revenue and Expenditures Proposed Budget Amendments
General Fund and Solid Waste Fund
AS of November 2023
Prepared by N Robinson

BUDGET AMENDMENT REVENUES - General Fund (100)					
DEPARTMENT	PROJECTED YEAR END	CURRENT AMENDED BUDGET	CURRENT AMENDMENT FOR CONSIDERATION	PROPOSED AMENDED BUDGET	NOTES
Taxes	\$ 4,253,674	4,343,800	\$ 120,000	\$ 4,463,800	LOST Performance and Prop Tax Good
Lic Permits	\$ 99,438	167,899	\$ -	\$ 167,899	No Amendment Required
Charges Service	\$ 794,723	618,350	\$ 120,000	\$ 738,350	Red Speed and Probation
Fines& Forfeitures	\$ 1,438,434	1,100,000	\$ 120,000	\$ 1,220,000	Court Operations
Interest Income	\$ 71,844	23,000	\$ 40,000	\$ 63,000	Economics Favorable
Contributions & Donations	\$ 79,770	54,400	\$ 30,500	\$ 84,900	Hispanic Heritage Festival and Others
Misc Revenue	\$ 195,246	185,680	\$ 2,500	\$ 188,180	Qualifying Fees more than expected
Transfers In	\$ 266,000	266,000	\$ -	\$ 266,000	No Amendment Required
TOTAL	\$ 7,199,129	\$ 6,759,129	\$ 433,000	\$ 7,192,129	

BUDGET AMENDMENT EXPENSES - General Fund (100)					
DEPARTMENT	PROJECTED YEAR END	CURRENT AMENDED BUDGET	CURRENT AMENDMENT FOR CONSIDERATION	PROPOSED AMENDED BUDGET	NOTES
1300 - Mayor and Council	\$ 363,183	\$ 138,183	\$ 225,000	\$ 363,183	Legal Fees Not Budgeted
City Hall Admin - 1500	\$ 1,603,400	\$ 1,568,481	\$ 35,000	\$ 1,603,481	Hispanic Heritage Festival and other City Events covered by Sponsorships, Legal
City Center Ops -1565	\$ 326,000	\$ 261,000	\$ 65,000	\$ 326,000	Utilities Cost not budgeted high enough
Municipal Court -2500	\$ 290,813	\$ 290,813	\$ -	\$ 290,813	
Public Safety -3200	\$ 3,316,094	\$ 3,198,094	\$ 118,000	\$ 3,316,094	Property Casualty Insurance Premiums Increase
Public Works -4100	\$ 1,118,346	\$ 1,118,346	\$ -	\$ 1,118,346	No Amendment Required
Code Enforcement -7450	\$ 124,642	\$ 164,305	\$ -	\$ 164,305	No Amendment Required
CONTINGENCY Reserves	\$ 47,051	\$ 10,307	\$ (10,000)	\$ 307	Available for future reappropriation
Transfers to Other Funds	\$ 9,600	\$ 9,600	\$ -	\$ 9,600	No Amendment Required
TOTAL	\$ 7,199,129	\$ 6,759,129	\$ 433,000	\$ 7,192,129	



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

13.1

- 1

COUNCIL MEETING DATE
November 13, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Council to consider Variance application 23-VAR-004 concerning exceeding certain sign standards for a new business at 8101 Tara Blvd, Jonesboro, Ga. 30236.

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

City Code Section 86-489 and 86-490 – Sign Standards

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

Yes

Beautification, Community Planning, Neighborhood and Business
Revitalization

Summary & Background

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

Agency recommendation – Approval of wall sign variances; Recently, Smoothie King received zoning approval to conduct business in the commercial center at 8101 Tara Boulevard (former site of the Herb Shop). They are also undergoing interior renovations to the building. The applicant has applied for three signs – a replacement ground panel in the pylon framework at the highway, a wall sign over the front entrance, and a wall sign on the rear of the building.

While the new sign panel in the existing rear cabinet and the original proposed wall sign above the front door met code, the applicant would like to have a larger front wall sign and an additional wall sign along the northern side of the building. Both of these requests require variances to proceed.

The new wall sign above the front entrance would be 12% of the front façade, over the 7.5% maximum allowed by code. However, it is still smaller than the Herb Shop sign that was formerly there. Staff does not have a problem with the increased size. The new wall sign proposed for the northern side of the store requires a variance, because properties with only a single road frontage are allowed one wall sign. Properties with multiple road frontages are allowed another wall sign and many of the businesses in the Kroger shopping center have multiple road frontages. However, the outparcel for this new business only has road frontage on Tara Blvd.

In both cases, the signs are aesthetically pleasing and will serve as more exposure for the new business.

November 13th Meeting Notes

No changes since the last meeting.

Fiscal Impact

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

Private Owner

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

- Site Pictures

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

November, 13, 2023

Signature

City Clerk's Office

- Sign Design - Variance Required
- Original Sign Location and Design
- Legal Notice - Sign Variance - 8101 Tara Blvd
- Zoning Sign
- Acceptance Letter

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

Approval

Google Maps Jonesboro, Georgia



Google Street View

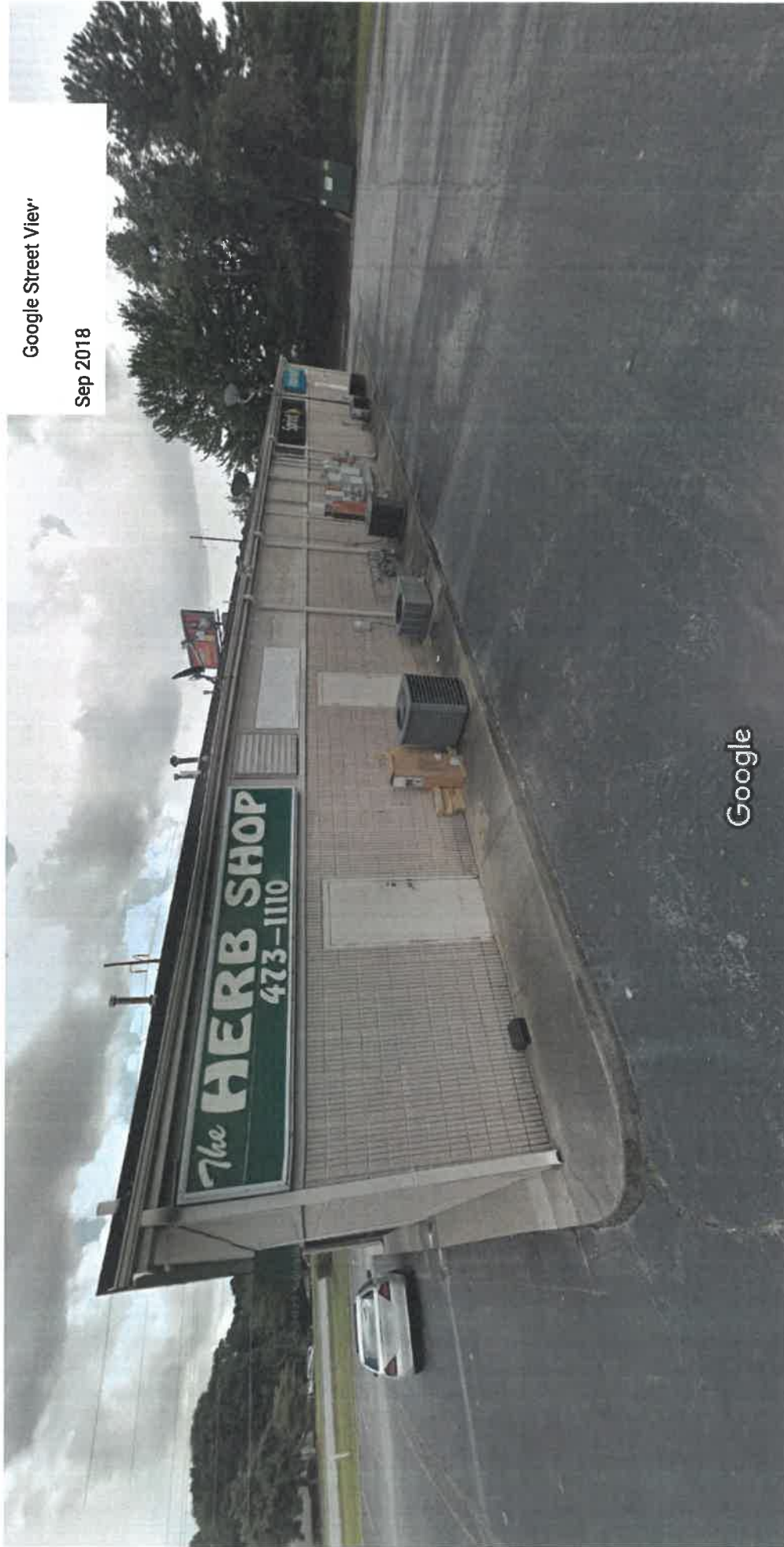
Dec 2021 See more dates

Image capture: Dec 2021 © 2023 Google

er Tara Hill Apartment Hom

Swint' Garde

Google Maps Jonesboro, Georgia



Google Street View

Sep 2018

Image capture: Sep 2018 © 2023 Google

Tara Hill
Apartment Horn

Swint
Garde

138

VARIANCE REQUIRED



SITE VIEW

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CUSTOMER: SMOOTHIE KING - JONESBORO, GA
LOCATION: 8101 TARA BLVD, JONESBORO, GA 30235
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: RYAN PARKER
DATE: 8-1-2023
FILE NAME: 106721 SMOOTHIE KING_JONESBORO GA_R6



SITE VIEW DETAIL

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LOCATION: 8101 TARA BLVD, JONESBORO, GA, 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: RYAN PARKER
DATE: 8-1-2023
FILE NAME: 106721 SMOOTHIE KING, JONESBORO GA



EXISTING

CUSTOMER: SMOOTHIE KING - JONESBORO, GA
 LOCATION: 8101 TARA BLVD, JONESBORO, GA, 30236
 SALES REP: WILLIAM YUSKO
 PROJECT MGR: JESSICA REYNOLDS
 DRAWN BY: RYAN PARKER
 DATE: 5-1-2023
 FILE NAME: 105721 SMOOTHIE KING_JONESBORO GA_R6

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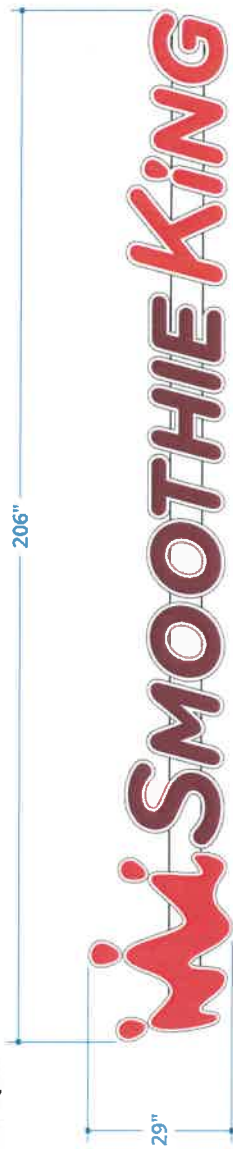
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SQUARE FOOTAGE ALLOWANCES:
7.5% OF TOTAL STOREFRONT AREA - SIZES ESTIMATED
11x17 15'-9" x 25'-9" MAX ALLOWED 28 USED 43
CALCULATIONS ARE ESTIMATED - SURVEY REQUIRED



LED ILLUMINATED CHANNEL LETTERS: 42 SQ FT - QUANTITY 1
1/2" SCALE

SIDE VIEW

BACKS: 3MM ACM
RETURNS: .040" x 3" DEEP ALUM. RETURN - PMS COOL GRAY 7C
TRIM CAP: 1" METALLIC SILVER
FACES: .177" #7328 WHITE PLEX WITH 1ST SURFACE VINYL (SEE COLOR PALETTE)
ILLUMINATION: USE WHITE LEDS & POWER SUPPLIES AS REQUIRED FOR PROPER ILLUMINATION
MOUNTING: RACEWAY INSTALLATION WITH APPROPRIATE FASTENERS

COLORS USED

ALUMINUM
680-400T
RED VINYL

ALUMINUM
PROTECTOR
BLACK VINYL

METALLIC
SILVER

PMS 7C
COOL GRAY

RACEWAY
SHERWIN-WILLIAMS

TYP

RACEWAY MOUNTED - FACE LIT CHANNEL LETTERS

UL LISTED

- FACE TRIM-CAP
- SILKONE SEAL - TYPICAL
- INTERIOR PAINTED WHITE
- .063" ALUMINUM BACK
- 3/16" THICK ACRYLIC FACE
- LED MODULES
- WEEP HOLES (DAFFLES AS REQUIRED)
- .040 ALUMINUM RETURN
- 1/4"ID. X 4" LONG ALL-THREAD WITH SILKONE ADHESIVE
- 20 AMP DISCONNECT SWITCH (EXTERNALLY MOUNTED)
- METAL PASS-THRU WITH 16GA LOW VOLTAGE WIRE
- 20 AMP/120 VOLT JUNCTION BOX BY OTHERS
- 1 1/2" CBS OVER 3/8" PLYWOOD ON STUDS @ 16" OC
- ALUMINUM RACEWAY WITH INTERNAL LED POWER SUPPLY



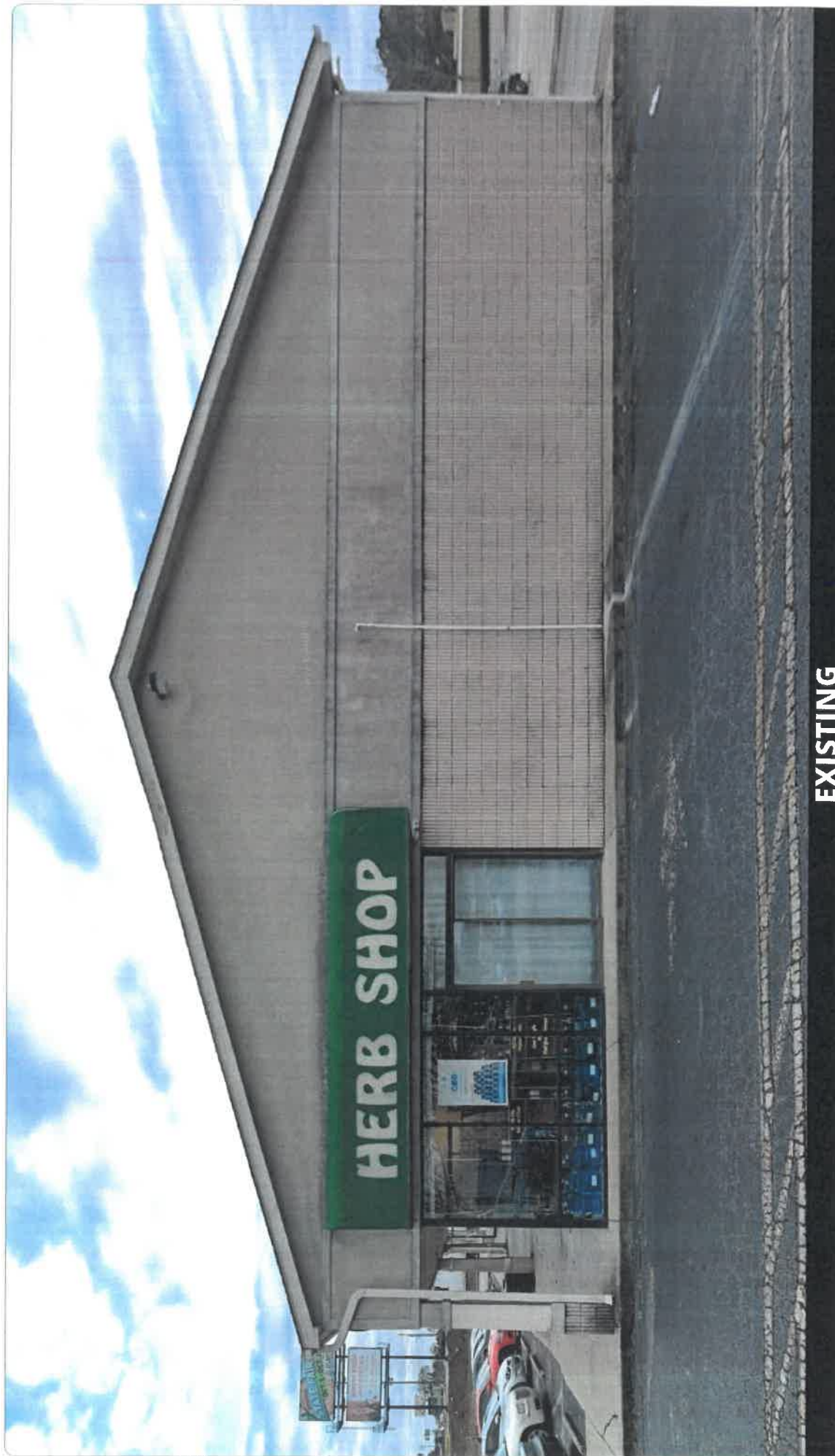
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LOCATION: 8101 TARA BLVD, JONESBORO, GA 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: IVAN PARKER
DATE: 6-1-2025
FILE NAME: 106721 SMOOTHIE KING, JONESBORO GA_R6



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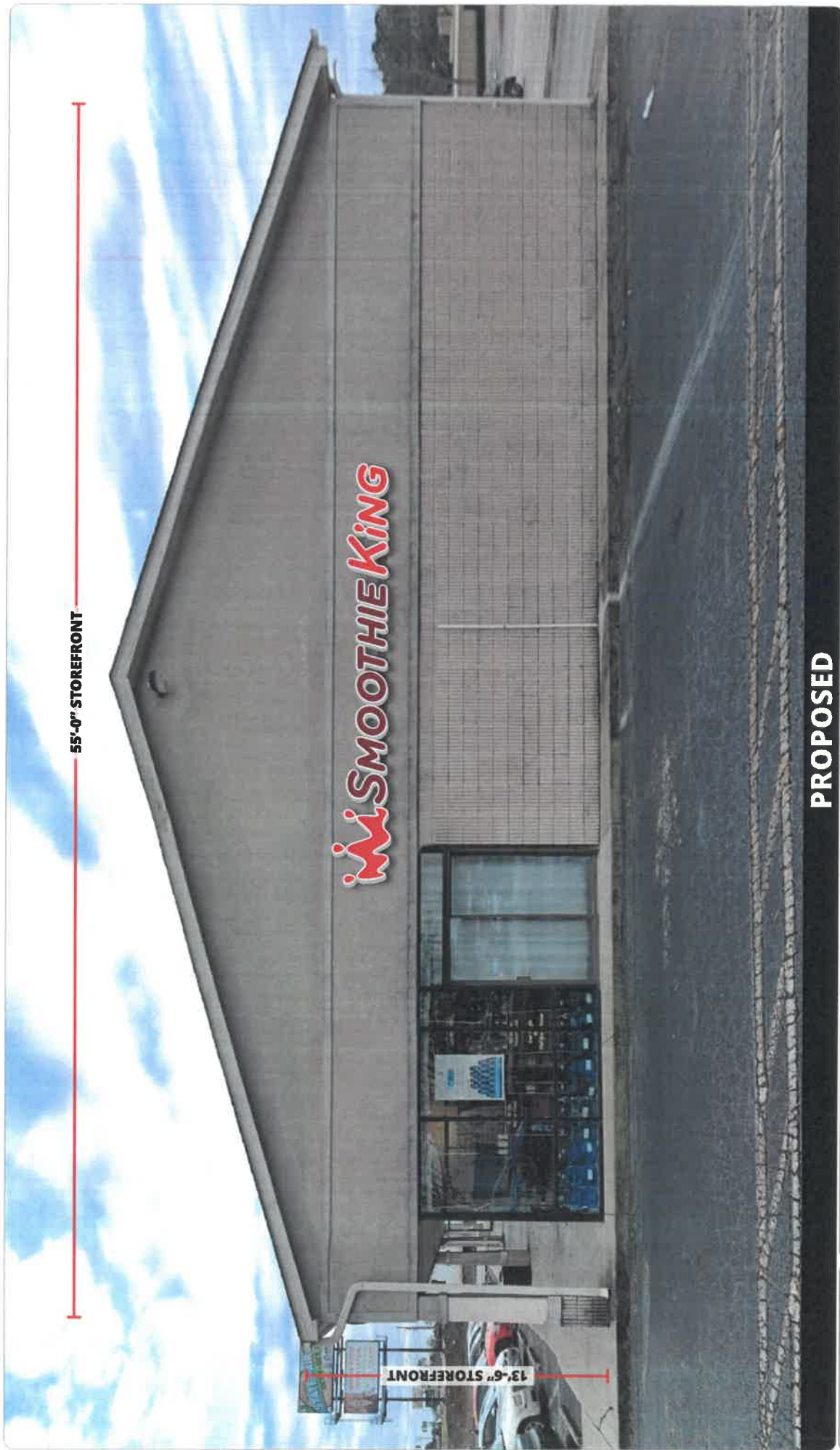
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LOCATION: 8101 TARA BLVD, JONESBORO, GA 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: RYAN PARKER
DATE: 8-1-2023
FILE NAME: 106721 SMOOTHIE KING, JONESBORO GA_R6



CUSTOMER:	SMOOTHIE KING - JONESBORO, GA
LOCATION:	8101 TARA BLVD, JONESBORO, GA 30236
SALES PER:	WILLIAM YUSKO
PROJECT MGR:	JESSICA RETNOLDS
DRAWN BY:	RYAN PARKER
DATE:	8-1-2023
FILE NAME:	106721 SMOOTHIE KING_JONESBORO GA_R6

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DATE

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SQUARE FOOTAGE ALLOWANCES
7.5% OF TOTAL STOREFRONT AREA - **SIZE# ESTIMATED**
NEW 13'-6" X 55'-0" MAX ALLOWED \$5 USED \$5
CALCULATIONS ARE ESTIMATED - SURVEY REQUIRED



LED ILLUMINATED CHANNEL LETTERS: QUANTITY 1
1/2" SCALE

SIDE VIEW



BACKS : 3MM ACM
RETURNS : .040" x 3" DEEP ALUM. RETURN - PMS COOL GRAY 7C
TRIM CAP : 1" METALLIC SILVER
FACES : .177" #7328 WHITE PLEX WITH 1ST SURFACE VINYL (SEE COLOR PALETTE)
ILLUMINATION : USE WHITE LEDS & POWER SUPPLIES AS REQUIRED FOR PROPER ILLUMINATION
MOUNTING: RACEWAY INSTALLATION WITH APPROPRIATE FASTENERS

COLORS USED

ACRYLIC RED VINYL

ACRYLIC BRIGHT WHITE VINYL

METALLIC SILVER

PMS 7C COOL GRAY

RACEWAY
SHERWIN-WILLIAMS

RACEWAY MOUNTED - FACE LIT CHANNEL LETTERS

- 1 FACE TRIM-CAP
- 2 SILICONE SEAL - TYPICAL
- 3 INTERIOR PAINTED WHITE
- 4 .063" ALUMINUM BACK
- 5 3/16" THICK ACRYLIC FACE
- 6 LED MODULES
- 7 WEEP HOLES (BAFFLES AS REQUIRED)
- 8 .040 ALUMINUM RETURN
- 9 1/4" ID. X 4" LONG ALL-THREAD WITH SILICONE ADHESIVE
- 10 20 AMP DISCONNECT SWITCH (EXTERNALLY MOUNTED)
- 11 METAL PASS-THRU WITH 16GA LOW VOLTAGE WIRE
- 12 20 AMP/120 VOLT JUNCTION BOX BY OTHERS
- 13 1 1/2" GTS OVER 5/8" PLYWOOD ON STUDS @ 8" OC
- 14 ALUMINUM RACEWAY WITH INTERNAL LED POWER SUPPLY

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CUSTOMER : SMOOTHIE KING - JONESBORO, GA
LOCATION : 8101 TARA BLVD, JONESBORO, GA 30736
SALES REP : WILLIAM YUSKO
PROJECT MGR : JESSICA REYNOLDS
DRAWN BY : RYAN PARNER
DATE : 8-1-2023
FILE NAME : 106721 SMOOTHIE KING, JONESBORO GA_R6

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LOCATION: 8101 TARA BLVD, JONESBORO, GA, 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: RYAN PARKER
DATE: 8-1-2023
FILE NAME: 106721 SMOOTHIE KING - JONESBORO GA_R6



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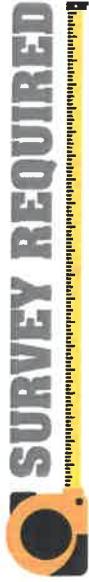
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LOCATION: 8101 TARA BLVD, JONESBORO, GA, 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: RYAN PARKER
DATE: 8-1-2023
FILE NAME: 106721 SMOOTHIE KING, JONESBORO GA, R6



 **REPLACEMENT FACES: QUANTITY 2**
1/2" SCALE

3/16" WHITE LEXAN WITH APPLIED VINYL GRAPHICS

COLORS USED



CUSTOMER: SMOOTHIE KING - JONESBORO, GA	
LOCATION: 8101 TARA BLVD, JONESBORO, GA 30236	
SALES REP: WILLIAM YUSKO	
PROJECT MGR: JESSICA REYNOLDS	
DRAWN BY: RYAN PARRER	
DATE: 8-1-2023	
FILE NAME: 106721 SMOOTHIE KING, JONESBORO GA_R6	

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REPLACEMENT FACES: QUANTITY 2
3-16" SCALE

3/16" WHITE LEXAN WITH APPLIED VINYL GRAPHICS

COLORS USED



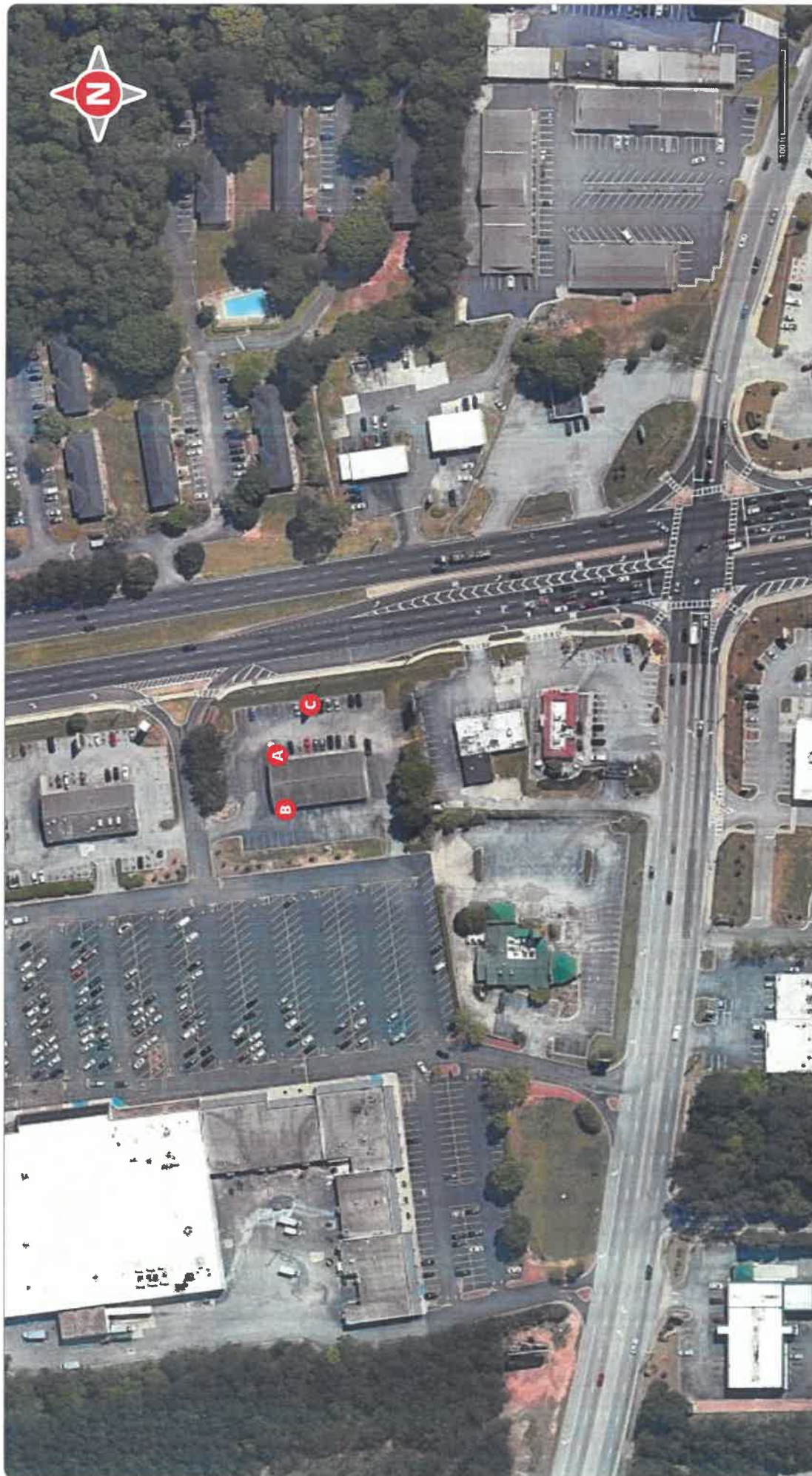
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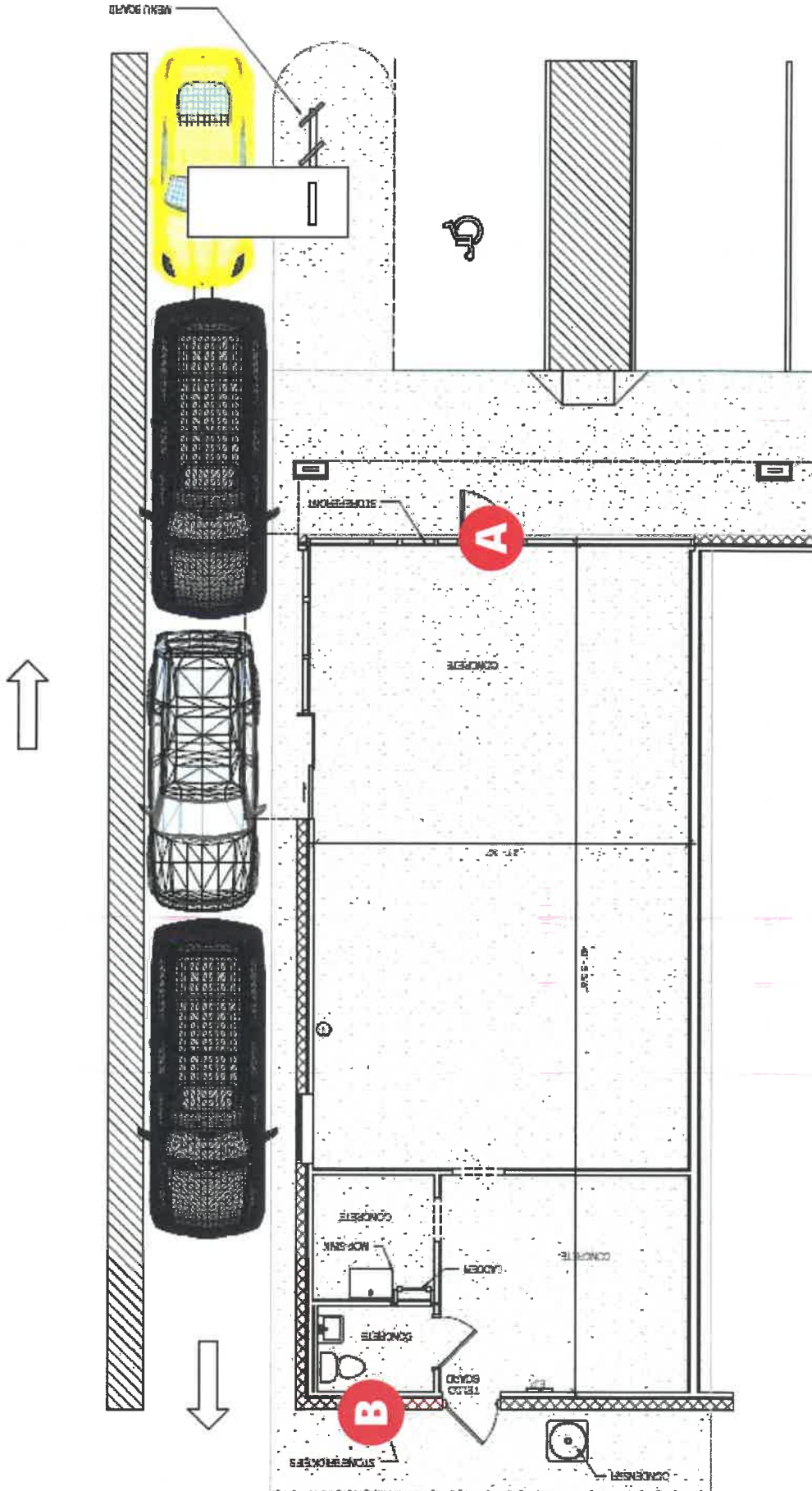
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CUSTOMER: SMOOTHIE KING - JONESBORO, GA
LOCATION: 8101 TARA BLVD, JONESBORO, GA, 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA RETNOLDS
DRAWN BY: RYAN PARKER
DATE: 8-1-2023
FILE NAME: 1106721 SMOOTHIE KING_JONESBORO GA_R6



SITE VIEW

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PAGE 2

CUSTOMER: SMOOTHIE KING - JONESBORO, GA
LOCATION: 8101 TARA BLVD, JONESBORO, GA 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: RYAN PARKER
DATE: 7-12-2023
FILE NAME: 106721 SMOOTHIE KING, JONESBORO GA_R5



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PROPOSED

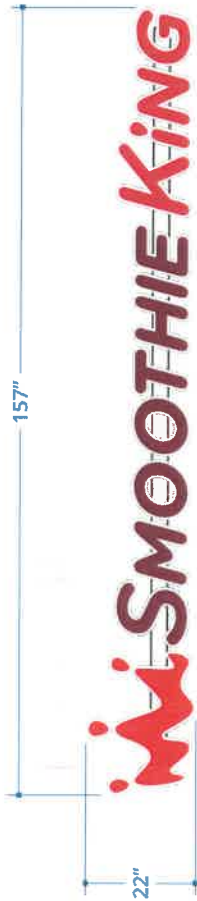
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	CUSTOMER: SMOOTHIE KING - JONESBORO, GA LOCATION: 8101 TARA BLVD, JONESBORO, GA, 30236 SALES REP: WILLIAM YUSKO PROJECT MGR: JESSICA REYNOLDS DRAWN BY: RYAN PARKER DATE: 7/12-2023 FILE NAME: 106721 SMOOTHIE KING_JONESBORO_GA_05			

SQUARE FOOTAGE ALLOWANCES

7.5% OF TOTAL STOREFRONT AREA - SIZES ESTIMATED

HOW 13'-6" x 28'-6" MAX ALLOWED 25 USED 25

CALCULATIONS ARE ESTIMATED - SURVEY REQUIRED



SIDE VIEW



BACKS : 3MM ACM
RETURNS : .040" x 3" DEEP ALUM. RETURN - PMS COOL GRAY 7C

TRIM CAP : 1" METALLIC SILVER

FACES : .177" #7328 WHITE PLEX WITH 1ST SURFACE VINYL (SEE COLOR PALETTE)

ILLUMINATION : USE WHITE LEDS & POWER SUPPLIES AS REQUIRED FOR PROPER ILLUMINATION
MOUNTING: RACEWAY INSTALLATION WITH APPROPRIATE FASTENERS

COLORS USED

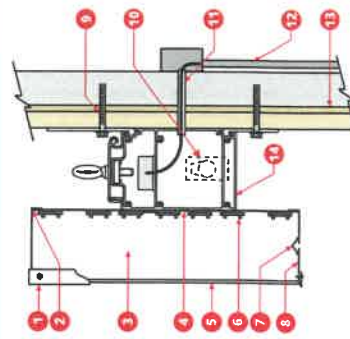


RACEWAY

SHERWIN-WILLIAMS



RACEWAY MOUNTED - FACE IT CHANNEL LETTERS



- 1 FACE TRIM-CAP
- 2 SILICONE SEAL - TYPICAL
- 3 INTERIOR PAINTED WHITE
- 4 .065" ALUMINUM BACK
- 5 3/16" THICK ACRYLIC FACE
- 6 LED MODULES
- 7 WEEP HOLES (BAFFLES AS REQUIRED)
- 8 .040 ALUMINUM RETURN
- 9 1/4" X 4" LONG ALL-THREAD WITH SILICONE ADHESIVE
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- 13 1 1/2" ETS OVER 5/8" PLYWOOD ON STUDS @ 8" OC
- 14 ALUMINUM RACEWAY WITH INTERNAL LED POWER SUPPLY



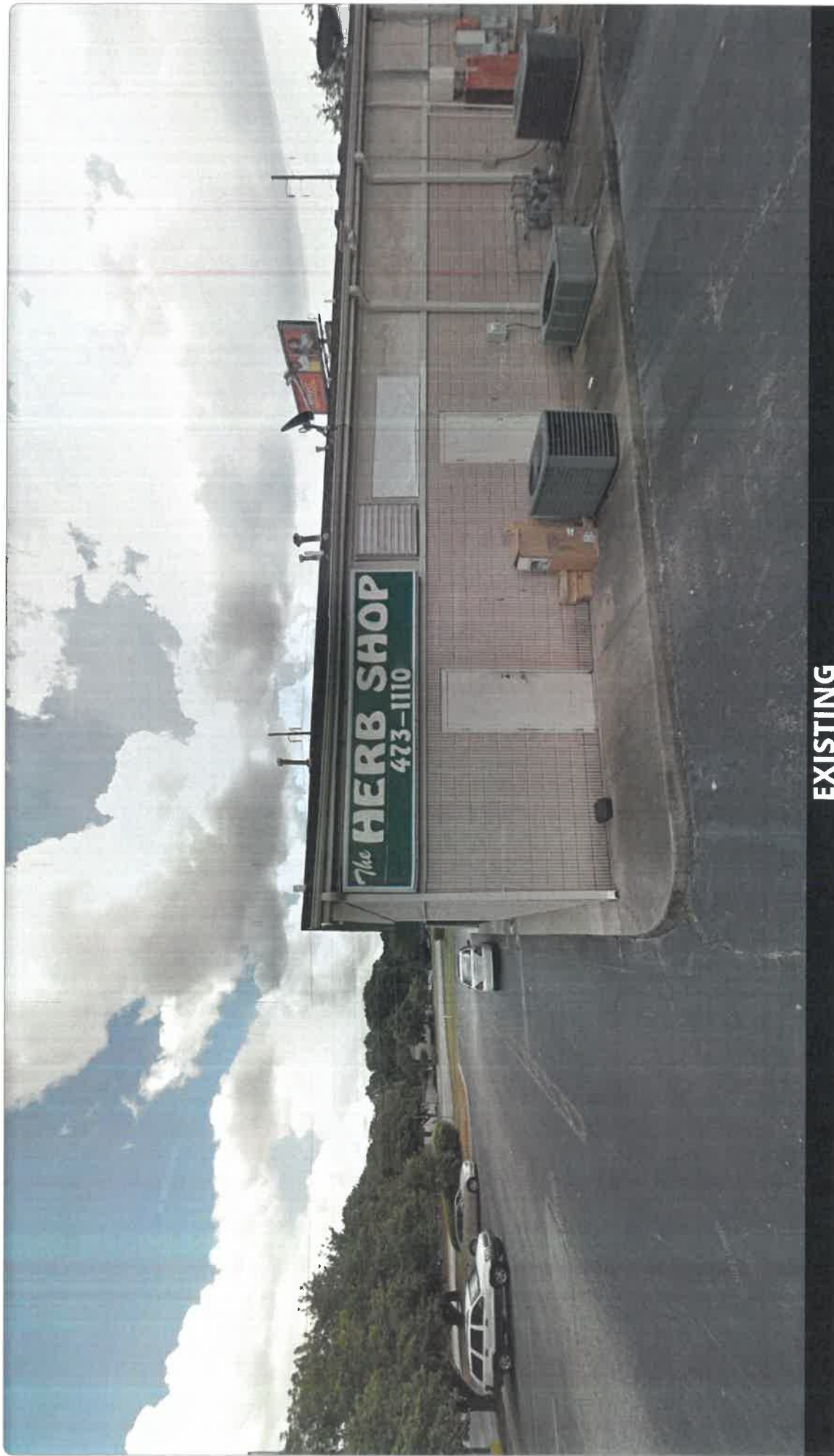
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APPROVED

CUSTOMER: SMOOTHIE KING - JONESBORO, GA
LOCATION: 8101 TARA BLVD, JONESBORO, GA 30236
SALES REP: WILLIAM YUSO
PROJECT MGR: JESSICA RETNOLDS
DRAWN BY: RYAN PARKER
DATE: 7-12-2023
FILE NAME: 106721 SMOOTHIE KING_JONESBORO GA_RS



EXISTING



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Cincinnati, OH 45206
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PAGE
6

APPROVED

CUSTOMER: SMOOTHIE KING - JONESBORO, GA
LOCATION: 8101 TARA BLVD, JONESBORO, GA 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: RYAN PARKER
DATE: 7-12-2023
FILE NAME: 106721 SMOOTHIE KING, JONESBORO GA_N5



PROPOSED



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PAGE
7

APPROVED

CUSTOMER: SMOOTHIE KING - JONESBORO, GA
LOCATION: 8101 TARA BLVD, JONESBORO, GA, 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: RYAN PARKER
DATE: 7/2-2023
FILE NAME: 106721 SMOOTHIE KING_JONESBORO GA_05



REPLACEMENT FACES: QUANTITY 2
1/2" SCALE

3/16" WHITE LEXAN WITH APPLIED VINYL GRAPHICS

COLORS USED

- AVERY**
UC900-343-T
Vivid Red
- PANTONE**
1797
Red



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APPROVED

CUSTOMER	SMOOTHIE KING - JONESBORO, GA
LOCATION	8101 TARA BLVD, JONESBORO, GA, 30236
SALES REP	WILLIAM YUSKO
PROJECT MGR	JESSICA REYNOLDS
DRAWN BY	RYAN PARKER
DATE	7-12-2023
FILE NAME	106721 SMOOTHIE KING_JONESBORO GA_RS



REPLACEMENT FACES: **QUANTITY 2**
3-16" SCALE

3/16" WHITE LEXAN WITH APPLIED VINYL GRAPHICS

COLORS USED



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PAGE 9

APPROVED

CUSTOMER: SMOOTHIE KING - JONESBORO, GA
LOCATION: 8101 TARA BLVD, JONESBORO, GA, 30236
SALES REP: WILLIAM YUSKO
PROJECT MGR: JESSICA REYNOLDS
DRAWN BY: RYAN PARKER
DATE: 7-12-2023
FILE NAME: 106721 SMOOTHIE KING_JONESBORO_GA_RS

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on November 13, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Variance application concerning exceeding certain sign standards for a new business at 8101 Tara Blvd, Jonesboro, Ga. 30236. Mayor and Council will first discuss this item during their Work Session at 6:00 P.M. on November 6, 2023, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA.

David Allen
Zoning Administrator / Community Development Director

Publish 10/25/23

CITY OF JONESBORO

PUBLIC NOTICE

An application has been filed for a

VARIANCE

at this location

8101 TARA BLVD.

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

1859 CITY CENTER WAY

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

Date of Posting **OCTOBER 25 20 23**

ATTENTION

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



CITY OF JONESBORO
PUBLIC NOTICE
An application has been filed for a
VARIANCE
at this location
8101 TARA BLVD.
A PUBLIC HEARING on this application will be
held on **NOVEMBER 13 20 23**, at **6 p.m.**
1859 CITY CENTER WAY
JONESBORO, GA 30658
Any questions, call City Hall at 770-478-3800
Date of Posting **OCTOBER 25 20 23**
ATTENTION
DO NOT REMOVE UNTIL ABOVE MEETING DATE
Anyone caught removing or removing this sign shall be guilty of a misdemeanor



MEMORANDUM

To: Jaeshin Uhn
8101 Tara Blvd
Jonesboro, Ga. 30236

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

Date: October 25, 2023

Re: Notification of Request for Variance – Sign standards, 8101 Tara Boulevard; Tax Map Parcel No. 13210D A007

Dear Applicant,

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

- Sign standards for business

A Public Hearing has been scheduled for Monday, November 13, 2023 at 6:00 pm before the Jonesboro Mayor and City Council to consider the request as described above. A Work Session has been scheduled on the same items for Monday, November 6, 2023 at 6:00 pm. The meetings will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. Should you have any questions, please do not hesitate to contact me at 770-478-3800 or at dallen@jonesboroga.com.

Sincerely,

David D. Allen
Community Development Director / Zoning Administrator

Attachment: Acceptance Letter (3599 : 8101 Tara Blvd Signs)



CITY OF JONESBORO, GEORGIA COUNCIL

Agenda Item Summary

Agenda Item #

13.2

- 2

COUNCIL MEETING DATE

November 13, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Council to consider Conditional Use Permit application, 23-CU-016, for an event center by Mageedah and Marcus Wood, property owners and applicants, for property at 188 North Avenue (Parcel No. 13239B B005) Jonesboro, Georgia 30236.

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

Section 86-107 C-2 District Standards; Conditional Uses, Article XVII Sec. 86-532

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

Yes Economic Development, Community Planning, Neighborhood and Business Revitalization

Summary & Background

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

Agency recommendation – **Approval of Conditional Use application, with conditions;** Recently, the new owners applied for a new event center at 188 North Avenue. The overall property is a commercial development with three separate buildings, each with its own suites, but a shared parking lot. 188 North Avenue is the westernmost building and has been the site of other event centers for many years. The property is zoned C-2 Highway Commercial. The property has access only off North Avenue.

The new owner / applicant is not grandfathered for an event center / banquet hall since the use has ceased activity for over 60 days, per Article X - Regulation of Nonconforming Lots, Uses, and Buildings. Currently, new event centers require a conditional use permit to proceed and must comply with the standards of Sec. 86-532.

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

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

- (1) Off-street parking and/or drop-off space adequate to meet the needs of the proposed facility shall be provided.*
- (2) Any alcohol service and consumption on the premises must conform to Chapter 6 standards, Alcoholic Beverages.*
- (3) Must be located in a stand-alone building (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).*
- (4) A minimum 50-foot-wide buffer shall be maintained between built elements (including paved parking areas) of the proposed facility and any adjacent, residentially zoned property.*

Applicant has stated that tours of the facility for potential clients can be conducted between 10 am and 6 pm any day of the week, as necessary. Events could be any of the 7 days of the week, between 8 am and 12 midnight. All events will be contained inside. There will only be two employees, the applicants. Everything else (DJs, cleaning, etc.) will be contracted out as necessary. Though the building has two 4700 square-foot gathering spaces (one upstairs and one downstairs), only one will be used at this time, and at no time in the present or the future will there be two events going on at the same time. The applicants plan no major structural alterations to the building, just cosmetic upgrades.

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

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

November, 13, 2023

Signature

City Clerk's Office

(28) Theaters, auditoriums, places of worship, libraries, museums, art galleries, funeral homes, gymnasiums, stadiums and other places of assembly shall provide the larger of one space for each four fixed seats or one space for each 25 square feet of floor area available for the accommodation of moveable seats in the largest assembly room, whichever is greater, plus one space for each 150 square feet of ground area used for assembly.

4700 / 150 = 32 spaces required; per the plan of the existing parking lot, there are already 30 existing parking spaces directly adjacent to the building, with 13 more close by. These 43 spaces would not directly interfere with any of the business or parking located at the other two buildings – 184 North Avenue and 186 North Avenue. Staff does not recall parking availability being a problem with events at the property in the past.

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

(3) Must be located in a stand-alone building (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking). **The building at 188 North Avenue is a standalone building which will have no other businesses inside it besides event hosting.**

(4) A minimum 50-foot-wide buffer shall be maintained between built elements (including paved parking areas) of the proposed facility and any adjacent, residentially zoned property. **The building is directly adjacent to only commercial properties. No other built elements are planned beyond the building and paved parking already there.**

The use has been recognized off and on by the City for many years.

Should the Mayor and Council approve the request, the following minimal conditions shall apply:

- 1. No events shall occur outside the building.**
- 2. No parking on the shoulder or the right-of-way of North Avenue shall occur.**
- 3. Any alcohol service and consumption on the premises must conform to Chapter 6 standards, Alcoholic Beverages.**
- 4. Noise restrictions per Sec. 34-121 shall apply.**

November 13th Meeting Notes

No changes since the last meeting.

Fiscal Impact

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

Private Owner

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

- Zoning Info
- Property Pictures
- Parking-Property Info
- Correspondence

- Noise
- Conditional Use - Event Center - Legal Notice
- Zoning Sign
- Acceptance Letter

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

Approval, with Conditions



CITY OF JONESBORO
 1859 City Center Way
 Jonesboro, Georgia 30236
 City Hall: (770) 478-3800
 Fax: (470) 726-1646
 www.jonesboroga.com

ZONING VERIFICATION REQUEST

Important Notice:

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

Applicant's Information

Name of Applicant: Mageedah Wood
 Name of Business: Rendezvous Event Center and Banquet Hall
 Property's Address: 188 North Ave Jonesboro GA 30236
 Email Address: rendezvousatl99@gmail.com
 Phone: (Day): 678-597-8566 (Evening): 678-531-5479

Property Information

Current Use of Property: Banquet Hall / Event Center - Vacant
 Proposed Use of Property (Please provide in great detail the intended use of the property):
Banquet Hall / Event Center (Weddings & Private events)

Applicant's Signature: Mageedah Wood Date: 10/12/2023

FOR OFFICE USE ONLY:

Current Zoning: C-2

NAICS Code: 531120

Required Zoning: H1, H2, O1, MX, C3, M1

Conditional Use Needed? ☒ Yes or ☐ No

☐ APPROVED

DENIED ☐

Comments:

No longer grandfathered for use due to ceasing of activity over 60 days - Conditional Use Permit Req. and must comply with

Zoning Official Signature

Date

10/16/23

Sec. 86-532

Attachment: Zoning Info (3600 : 188 North Avenue Event Center)

Applicant – Mageedah Wood
 Name of Business – Rendezvous Event Center and Banquet Hall
 Address – 188 North Avenue
 Zoning District – C-2
 NAICS - 531120

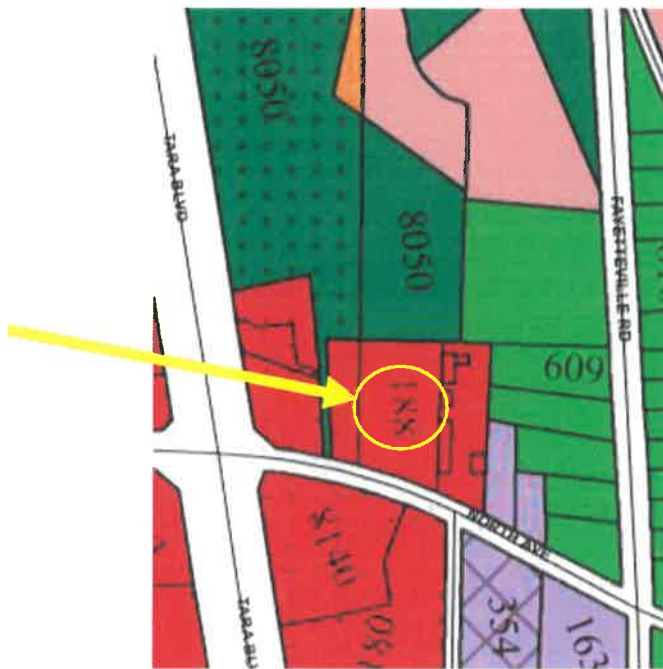
Proposed Use: Event center / banquet hall

Use is permitted "by right" in the district indicated = P

Use is permitted as a conditional use (section indicated) = C

Use is not permitted = N

NAICS Code	USES	R-2	R-4	R-C	CCM	RM	H-1	H-2	O&I	MX	C-1	C-2	M-1	Code Section
531120	Lessors of Nonresidential Building (except Miniwarehouses), including Event Centers (Excluding funerals and wakes)	N	N	N	N	N	C	C	C	C	N	C*	C	Sec. 86-532; Sec. 86-118;



***No longer grandfathered for use due to ceasing of activity for over 60 days;**

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

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

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

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

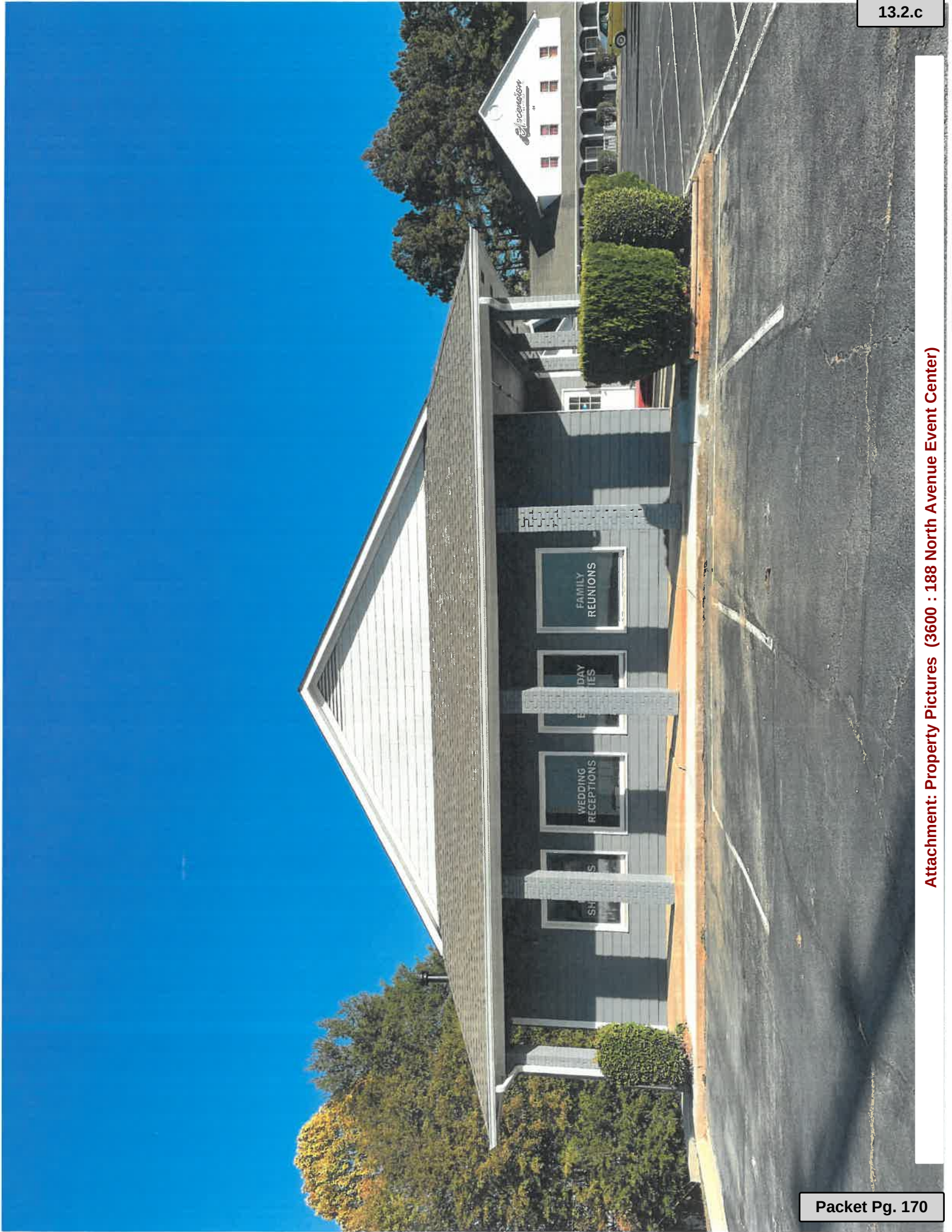
(3) Must be located in a stand-alone building (no planned centers, connected storefronts sharing a common wall, or lots with zero lot line development or shared parking).

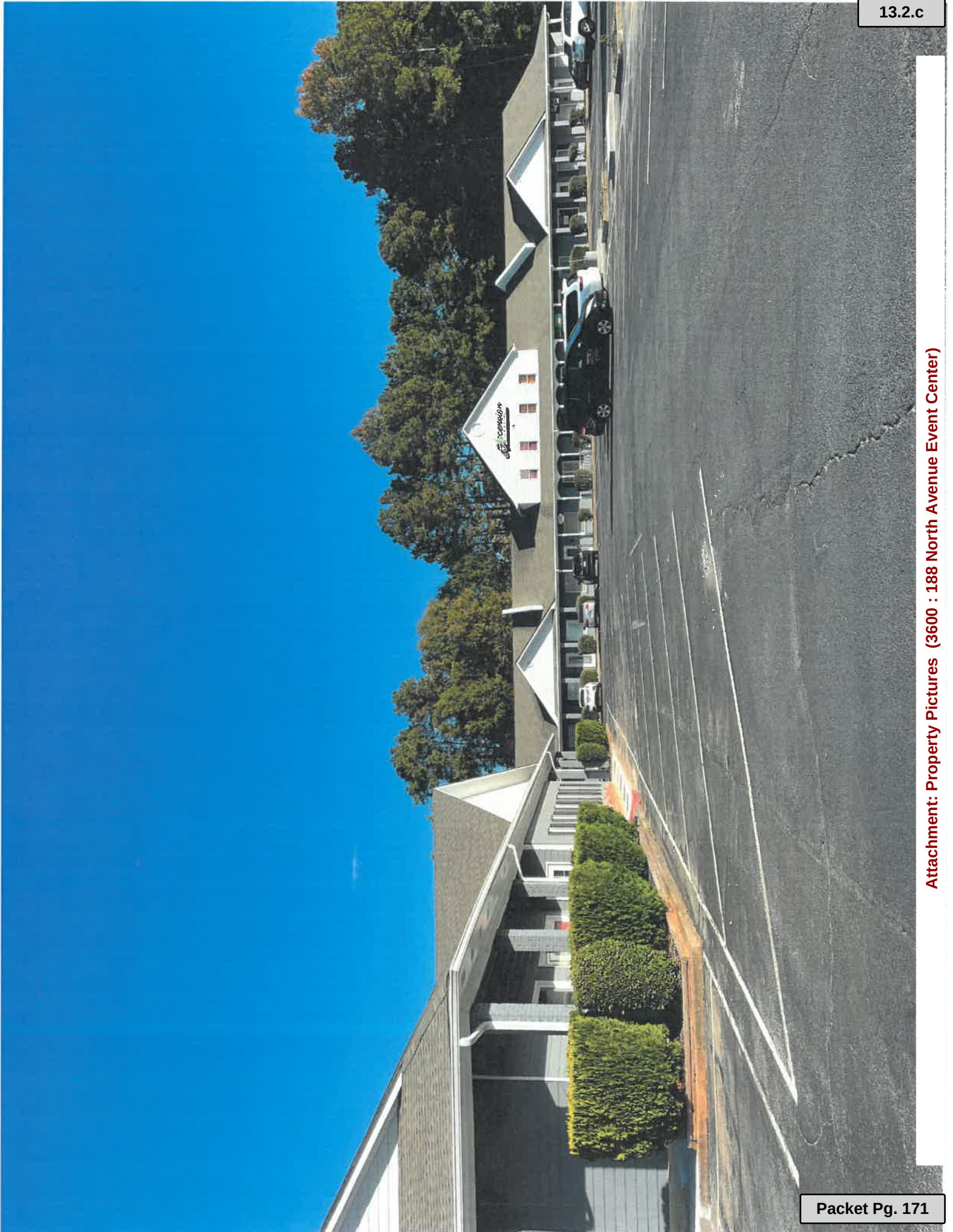
(4) A minimum 50-foot wide buffer shall be maintained between built elements (including paved parking areas) of the proposed facility and any adjacent, residentially zoned property.

David D. Allen, Zoning Administrator / Community Development Director
October 16, 2023

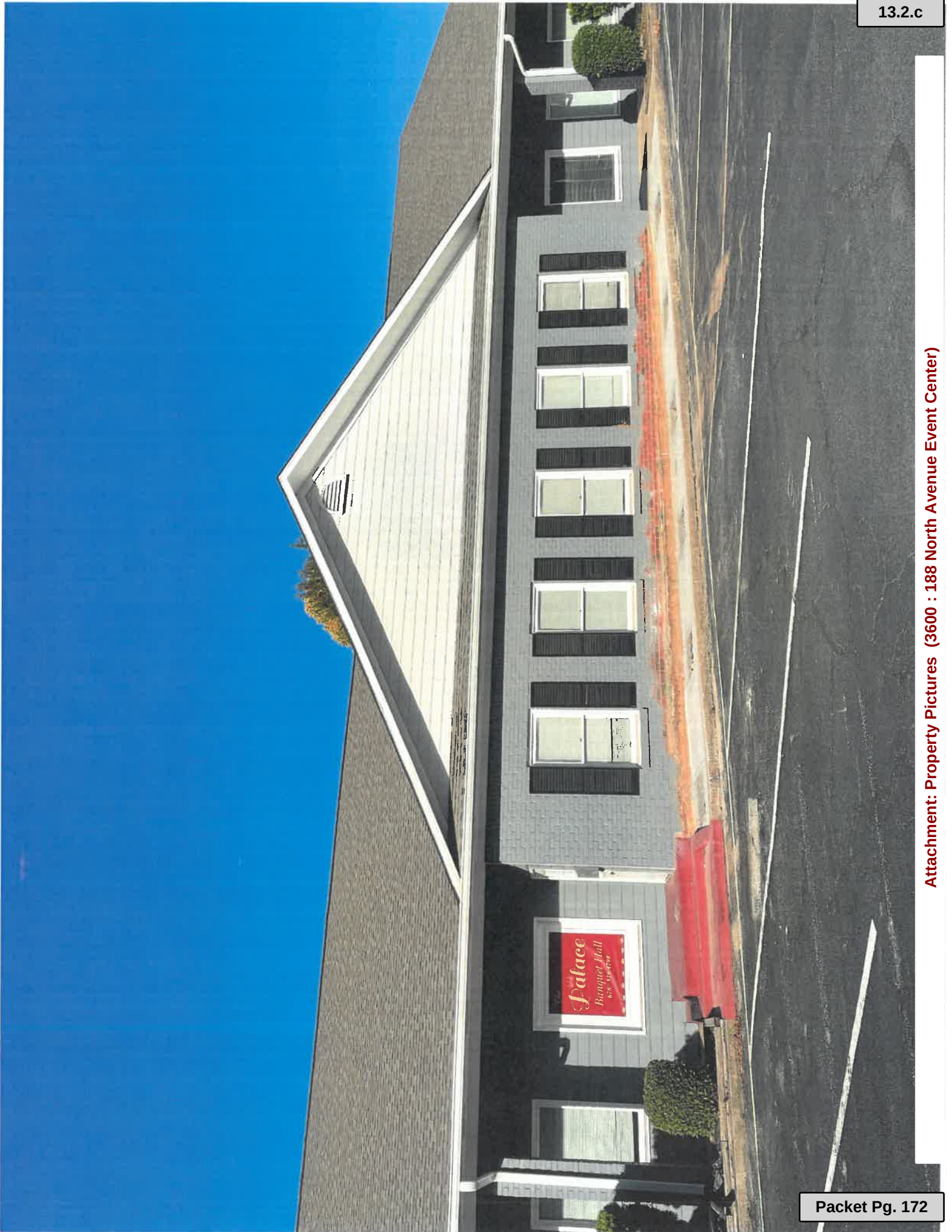


Attachment: Property Pictures (3600 : 188 North Avenue Event Center)





Attachment: Property Pictures (3600 : 188 North Avenue Event Center)



Attachment: Property Pictures (3600 : 188 North Avenue Event Center)



Attachment: Property Pictures (3600 : 188 North Avenue Event Center)



Attachment: Property Pictures (3600 : 188 North Avenue Event Center)



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[Searches](#) [Tax Assessor](#) [Tax Commissioner](#)
[Real Property Search](#)[Advanced Search](#)[Sales Search](#)[Personal Property /
Mobile Home Search](#)[Map Search](#)

TAX COMMISSIONER

[Tax Commissioner Summary](#)[Make A Payment](#)[Tax by Authority](#)[Payment History](#)

TAX ASSESSOR

[Tax Assessor Summary](#)[Commercial](#)[Residential](#)[Miscellaneous Structures](#)[Personal Property](#)[Sketch](#)[Values](#)[Value History](#)[Assessment Notices](#)[Pictometry](#)[Income & Expense Values](#)[Appeal Status](#)[Sales](#)[Land](#)[Map](#)[Permits](#)

PARID: 13239B B005

HERNANDEZ YARITZA OR FRANCISCO

NBHD: JB

188 NORTH AVE

Tax Commissioner Summary

Tax Year 2023
 Tax District/Description 4 - JONESBORO
 Alternate ID 1330980
 Legacy #
 Status ACTIVE

Parcel Status

Parcel Status	Deferral Exist	Bank PayPlan	Exclusion Codes	Years Support	Total Millage Rate
Active	No		-		36.1060

Parcel Information

Property Class C3 - Commercial Lots
 Acres 2.2000
 Mortgage Company
 Exemptions

Most Current Owner (Mailing Address)

Current Owner	Co-Owner	Address 1	Address 2	City	State	Zip
HERNANDEZ YARITZA OR FRANCISCO		505 CHURCH ROAD SE		SMYRNA GA		30082

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
HERNANDEZ YARITZA OR FRANCISCO		505 CHURCH ROAD SE		SMYRNA GA		30082

Tax (Penalties and interest Included through Current Date)

Year	Cycle	Billed	Paid	Due
2023	1	14,985.43	0.00	14,985.43
2022	1	14,913.48	-14,913.48	0.00
2021	1	10,429.40	-10,429.40	0.00
2020	1	10,398.70	-10,398.70	0.00
2019	1	10,554.96	-10,554.96	0.00
2018	1	3,036.58	-3,036.58	0.00
2017	1	3,043.69	-3,043.69	0.00
2016	1	3,043.69	-3,043.69	0.00
2015	1	2,992.53	-2,992.53	0.00
2014	1	1,630.69	-1,630.69	0.00
2013	1	1,607.65	-1,607.65	0.00
2012	1	1,619.99	-1,619.99	0.00
Total:		78,256.79	-63,271.36	14,985.43

Values

	100%	40%
Original	1,037,600	415,040
Appeal Value	0	0
Status Flag		
Total Taxable/Billing Value	1,037,600	415,040

1 of 1

[Return to Search Results](#)

Year: 2023 ▼

Actions

[Printable Summary](#)[Printable Version](#)

Reports

Attribute Export
 Mailing List
 Sales
 Residential PRC (New)
 Residential PRC (Old)
 Tax Bill
 Mobile Home Bill
 Commercial PRC
 Sketch Print

Go

Attachment: Parking-Property Info (3600 : 188 North Avenue Event Center)

Searches Tax Assessor Tax Commissioner

Real Property Search Advanced Search Sales Search Personal Property / Mobile Home Search Map Search

TAX COMMISSIONER

[Tax Commissioner Summary](#)

[Make A Payment](#)

[Tax by Authority](#)

[Payment History](#)

TAX ASSESSOR

[Tax Assessor Summary](#)

[Commercial](#)

[Residential](#)

[Miscellaneous Structures](#)

[Personal Property](#)

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[Values](#)

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[Assessment Notices](#)

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[Income & Expense Values](#)

[Appeal Status](#)

[Sales](#)

[Land](#)

[Map](#)

[Permits](#)

PARID: 13239B B005

NBHD: JB

HERNANDEZ YARITZA OR FRANCISCO

188 NORTH AVE

Commercial Profile

1 of 3 >

Card	1
Year Built	1984
Effective Year Built	
Improvement Name	OLDE TOWNE - THE PALACE BANQUET HALL
Units	
Other Improvements	
Other Imp Value	
Square Footage	9,520
Building Value	349,430

1 of 1

[Return to Search Results](#)

Year: 2023 ▾

Actions

[Printable Summary](#)

[Printable Version](#)

Reports

[Attribute Export](#)

[Mailing List](#)

[Sales](#)

[Residential PRC \(New\)](#)

[Residential PRC \(Old\)](#)

[Tax Bill](#)

[Mobile Home Bill](#)

[Commercial PRC](#)

[Sketch Print](#)

Go

TAX COMMISSIONER

Clayton County Administration
Annex 3, 2nd Floor
121 South McDonough Street
Jonesboro, GA 30236

Property Tax: (770) 477-3311
Motor Vehicle: (770) 477-3331

8:00 A.M. to 5:00 P.M.
Monday-Friday



TAX ASSESSOR

P.K Dixon
Annex 2, 2nd Floor
121 South McDonough Street
Jonesboro, GA 30236

Phone: (770) 477-3285
Fax: (770) 477-4566

8:00 A.M. to 5:00 P.M.
Monday-Friday

Attachment: Parking-Property Info (3600 : 188 North Avenue Event Center)

[Searches](#) [Tax Assessor](#) [Tax Commissioner](#)
[Real Property Search](#) [Advanced Search](#) [Sales Search](#) [Personal Property / Mobile Home Search](#) [Map Search](#)
TAX COMMISSIONER[Tax Commissioner Summary](#)[Make A Payment](#)[Tax by Authority](#)[Payment History](#)**TAX ASSESSOR**[Tax Assessor Summary](#)[Commercial](#)[Residential](#)[Miscellaneous Structures](#)[Personal Property](#)[Sketch](#)[Values](#)[Value History](#)[Assessment Notices](#)[Pictometry](#)[Income & Expense Values](#)[Appeal Status](#)[Sales](#)[Land](#)[Map](#)[Permits](#)

PARID: 13239B B005
HERNANDEZ YARITZA OR FRANCISCO

NBHD: JB
188 NORTH AVE

1 of 3 ►

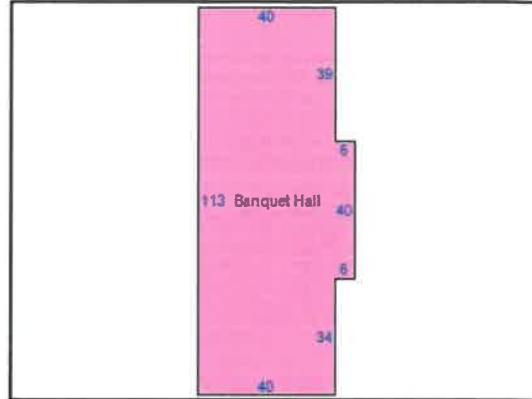
1 of 1
Return to Search Results
Year: 2023 ▼

Actions

Printable Summary
 Printable Version

Reports

Attribute Export
Mailing List
Sales
Residential PRC (New)
Residential PRC (Old)
Tax Bill
Mobile Home Bill
Commercial PRC
Sketch Print

**Options**

Type	Line #	Item	Area
Commercial	2	Banquet Hall	4,760
Commercial	1	Banquet Hall	4,760
Commercial Feature	2	- 6403017:Paving, Asphalt	
Commercial Feature	3	- 6605071:Outdoor Lighting Pole, Steel	
Commercial Feature	4	- 6605066:Outdoor Floodlight, Fluorescent or Quartziodine	
Commercial Feature	5	- 6604002:Chain Link Fence, Aluminum	1,578

Click on an item to display it independently.

TAX COMMISSIONER

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Fax: (770) 477-4566

8:00 A.M. to 5:00 P.M.
Monday-Friday

Attachment: Parking-Property Info (3600 : 188 North Avenue Event Center)

David Allen

From: Mageedah Wood <mageedahw@gmail.com>
Sent: Thursday, October 26, 2023 11:04 AM
To: David Allen
Subject: Re: 188 North Avenue, Rendezvous Event Center and Banquet Hall

However, only one space will be used at a time. There will never be two events at the same time frame.

On Thu, Oct 26, 2023 at 11:02 AM Mageedah Wood <mageedahw@gmail.com> wrote:

There is a upstairs and downstairs. We will be occupying the top level starting out and eventually we will occupy the downstairs as well.

On Thu, Oct 26, 2023 at 11:00 AM David Allen <dallen@jonesboroga.com> wrote:

It seems there are two 4,700 sq. areas in there. Are you using just one?

From: Mageedah Wood <mageedahw@gmail.com>
Sent: Thursday, October 26, 2023 10:58 AM
To: David Allen <dallen@jonesboroga.com>
Subject: Re: 188 North Avenue, Rendezvous Event Center and Banquet Hall

It is 4,700 sq.

On Thu, Oct 26, 2023 at 10:49 AM David Allen <dallen@jonesboroga.com> wrote:

And what is the size for the area(s) for actual event seating?

From: David Allen
Sent: Thursday, October 26, 2023 9:26 AM
To: 'Rendezvous Event Centre And Banquet Hall' <rendezvousatl99@gmail.com>
Cc: Mageedah Wood <mageedahw@gmail.com>; Brittany Edwards <bedwards.realestate@gmail.com>
Subject: RE: 188 North Avenue, Rendezvous Event Center and Banquet Hall

Good morning.

Attachment: Correspondence (3600 : 188 North Avenue Event Center)

Preparing a staff report for your November hearing on this.

Can you provide me your expected days hours of operation? Number of employees? Seating capacity?

Is there a layout showing the number of rooms for gathering?

Do you want to modify the interior or keep it like it is?

Thank you.

From: Rendezvous Event Centre And Banquet Hall <rendezvousat199@gmail.com>
Sent: Thursday, October 19, 2023 11:56 AM
To: David Allen <dallen@jonesboroga.com>
Cc: Mageedah Wood <mageedahw@gmail.com>; Brittany Edwards <bedwards.realestate@gmail.com>
Subject: Re: 188 North Avenue, Rendezvous Event Center and Banquet Hall

Because the Owners of the actual building structure itself are the same as what you have already on Record. That has not changed, and the use of the building and business is the same as well, it just new ownership of the business has changed. We actually thought that it would be Grandfathered in Because the building and the business is exactly the same as its been for the last 15 years

On Thu, Oct 19, 2023, 11:50 AM Rendezvous Event Centre And Banquet Hall <rendezvousat199@gmail.com> wrote:

Actually that part was a little confusing, I thought it was referring to us as the Owners of the business that was going to be occupying the property? Did you need the actual owners of the building structure itself?

On Thu, Oct 19, 2023, 11:43 AM David Allen <dallen@jonesboroga.com> wrote:

Are you definitely the new owners of the property? Couldn't find any tax records.

Attachment: Correspondence (3600 : 188 North Avenue Event Center)

**Sec. 34-121. - Loud
and
unnecessary noises;
enumeration;
applicability of
section provisions.**

- (a) The creation of any unreasonably loud, disturbing and unnecessary noise in the city is prohibited. Noise of such character, intensity and duration, as to be detrimental to the life or health of any individual, or in the disturbance of the public peace and welfare, is prohibited.
- (b) The following acts, among others, are declared to be loud, disturbing and unnecessary noises, and noises in violation of this section, but this enumeration shall not be deemed to be exclusive, namely:
 - (1) The blowing of locomotive whistles within the corporate limits of the city after 10:00 p.m. and before 7:00 a.m. and the ringing of locomotive bells while the engines are standing still, except in case of giving necessary warning signals in conformity with all laws of the state or ordinances of the city, and then only to the extent necessary. When necessary to give communication signals, such signals shall be by lights or ringing of the bell only, or by such means as will not disturb the peace and quiet of the neighborhood.
 - (2) The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device for an unnecessary and unreasonable period of time.
 - (3) The playing of any radio, television, phonograph or any musical instrument in such manner or with such volume, particularly during the hours between 11:00 p.m. and 7:00 a.m. as to annoy or disturb the quiet, comfort or repose of persons in any office, hospital or in any dwelling, hotel, or other type of residence, or of any persons in the vicinity.
 - (4) Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m. or at any time or place so as to annoy or disturb the quiet, comfort or repose of any person in any hospital, dwelling, hotel or any other type of residence, or of any person in the vicinity.
 - (5) The keeping of any animal, bird or fowl which by causing frequent or long-continued noise shall disturb the comfort or repose of any person in the vicinity.
 - (6) The use of any automobile, motorcycle or vehicle so out of repair or so loaded in such manner as to cause loud and unnecessary grating, grinding, rattling or other noise.
 - (7) The blowing of any steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger, or upon request of proper city officials.
 - (8) The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motorboat engine except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (c) None of the terms of prohibition of this section shall be applied to or enforced against:
 - (1) Any vehicle of the city while engaged in necessary public business.
 - (2) Excavations or repairs of bridges, streets or highways by or on behalf of the city, county or the state during the night, when the public welfare and convenience renders it impossible to perform such work during the day.
 - (3) The reasonable use of amplifiers or loudspeakers in the course of public addresses which are noncommercial in character.

Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on November 13, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Conditional Use Permit application for an event center by Mageedah and Marcus Wood, property owners and applicants, for property at 188 North Avenue (Parcel No. 13239B B005) Jonesboro, Georgia 30236. Mayor and Council will first discuss this item during their Work Session at 6:00 P.M. on November 6, 2023, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA.

David Allen
Community Development Director

Publish 10/25/23



CITY OF JONESBORO
PUBLIC NOTICE
An application has been filed for a
CONDITIONAL USE

at this location

188 NORTH AVENUE

A PUBLIC HEARING on this application will be held on **NOVEMBER 13 2023**, at **6** p.m.

1859 CITY CENTER WAY

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

Date of Posting - **OCTOBER 25 2023**

ATTENTION

DO NOT REMOVE UNTIL ABOVE MEETING DATE

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



MEMORANDUM

To: Mageedah and Marcus Wood
1423 Swiftwater Circle
McDonough, Ga. 30252

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

Date: October 26, 2023

Re: Notification of Request for Conditional Use Permit – Event Center / Banquet Hall, 188 North Avenue; Tax Map Parcel No. 13239B B005

Dear Applicant,

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

- Event Center / Banquet Hall

A Public Hearing has been scheduled for Monday, November 13, 2023 at 6:00 pm before the Jonesboro Mayor and City Council to consider the request as described above. A Work Session has been scheduled on the same item for Monday, November 6, 2023 at 6:00 pm. The meetings will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. Should you have any questions, please do not hesitate to contact me at 770-478-3800 or at dallen@jonesboroga.com.

Sincerely,

David D. Allen
Community Development Director / Zoning Administrator

Attachment: Acceptance Letter (3600 : 188 North Avenue Event Center)



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

13.3

- 3

COUNCIL MEETING DATE
November 13, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Council to consider text amendment 23-TA-009 Ord. 2023-010 to form the Creative Placemaking Advisory Board within the Beautification Commission, Sec. 2-294, Division 1, Article VIII.

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

Review of Proposed Code Language

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

Beautification, Community Planning, Neighborhood and Business
Revitalization

Summary & Background

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

In August, it was decided to create a "Creative Placemaking Advisory Board" for the City. Creative placemaking is defined as the use of arts and culture by diverse. partners to strategically shape the physical and social character of a place in order to spur. economic development, promote enduring social change and improve the physical environment.

In order to have minimal impact on City personnel and Board volunteers, it was decided to have the Creative Placemaking Advisory Board be a subgroup within the Beautification Commission, composed of already serving members of the Beautification Commission. Attached is the proposed code language for this new Commission structure, for review and comment.

The text amendment was advertised for the November Council, and some minor revisions were made based on comments from the October Council meeting.

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.)

- August Post Agenda
- Creative Placemaking Board Within Beautification Commission
- 2023-11-09 Jonesboro Ord. 2023- -Text Amendment- Beautification Commission

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

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City
Clerk

Date

November, 13, 2023

Signature

City Clerk's Office


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Print This Page


**Jonesboro City
GA**
**Action Item
3487**
Approved
 Aug 14, 2023 6:00 PM

Creative Placemaking Advisory Board

Information

Department: Office of the City Manager **Sponsors:** Councilmember Alfred A. Dixon

Category: Amendment

Attachments

[Printout
CPAB](#)

Meeting History

Aug 7, 2023 6:00 PM Video **City Council** **Work Session**

Councilman A. Dixon introduced the agenda item.

Councilman Dixon stated that he does that want the Creative Placemaking Advisory Board to be a part of an existing Board.

Councilman A. Dixon inquired about next steps.

City Attorney stated that this would be similar to the establishment of the Youth Council - an ordinance would have to be adopted and outlining requirements for membership etc..

Discussion regarding a Board vs. a Committee.

RESULT: OLD BUSINESS

Aug 14, 2023 6:00 PM Video **City Council** **Regular Meeting**

Councilman A. Dixon gave an overview of the proposed Creative Placemaking Advisory Board.

He stated that Creative Placemaking is a collaborative approach that leverages the power of arts, culture, and creativity to develop and revitalize public spaces, foster community engagement, and drive economic development. He requested to make the Advisory Board a part of the Beautification Committee. This will a sub-committee to the Beautification Committee. It was determined that the Advisory Board would make recommendations to the Beautification Committee.

RESULT: APPROVED [UNANIMOUS]

MOVER: Alfred A. Dixon, Councilmember

SECONDER: Tracey Messick, Mayor Pro Tem

AYES: Tracey Messick, Alfred A. Dixon, Don D. Dixon, Bobby Lester, Billy Powell, Ed Wise

 Powered by [Granicus](#)

Attachment: August Post Agenda (3601 : Creative Placemaking Advisory Board)

Secs. 2-281—2-289. - Reserved.

ARTICLE VIII. - BOARDS, COMMISSIONS, AND AUTHORITIES

DIVISION 1. - BEAUTIFICATION COMMISSION

Sec. 2-290. - Established.

Hereby is established the "Beautification Commission for the City of Jonesboro."

(Ord. No. [2016-13](#), § 1, 10-10-2016)

Sec. 2-291. - Authority, purpose, powers and duties.

The Beautification Commission shall be noncommercial and nonpartisan.

The purpose of the Beautification Commission is to assist the City Council in the preservation and maintenance of the overall appearance of the City **and to advise the Mayor, City Council, and City Manager about potential creative placemaking projects within the City limits.** To implement **these purposes**, an informal program with a relaxed atmosphere will be provided and the following duties are imposed upon the Beautification Commission:

- (1) To conduct public meetings concerning issues and matters related to the appearance of the City; and
- (2) To receive, review and/or make recommendations to the **Mayor and** City Council on matters pertaining to the overall appearance of the City.
- (3) To receive, review and/or make recommendations to the Mayor and City Council on potential creative placemaking designs and locations within the City limits.**

(Ord. No. [2016-13](#), § 1, 10-10-2016)(**Am. Ord. 11-13-2023**)

Sec. 2-292. - Membership, terms and quorum.

There shall be seven members of the Beautification Commission. The City Council shall appoint by resolution members of the Beautification Commission. The following standards are applicable:

- (1) Each member shall be a taxpayer residing in the City or an owner or operator of a business located within **Clayton** County.
- (2) The City's Code Enforcement **Director** shall also be a member.
- (3) After service of their initial terms, as set forth by resolution, members shall serve terms of four years until their successors are appointed and sworn.
- (4) A majority of active members shall constitute a quorum.

On an advisory level, the City Manager and/or Mayor shall serve as liaison to the City Council and shall provide reports, recommendations, and information to the Beautification Commission, as necessary.

Members of the Beautification Commission shall receive no compensation for the performance of their duties.

(Ord. No. [2016-13](#), § 1, 10-10-2016; Ord. No. [2017-08](#), § 5, 6-12-2017) (**Am. Ord. 11-13-2023**)

Sec. 2-293. - Officers.

The Commission shall annually elect from its members a chair, vice-chair, and a secretary.

The following officers shall be elected and shall have the following duties:

(1) Chair.

a. The chair shall preside at all meetings of the Beautification Commission. The chair may also:

b. Call special meetings. Special meetings may be called by the chair with a minimum of 48 hours' notice of said meetings. Appoint members to subcommittees when necessary or as directed by the Beautification Commission.

(2) Vice-chair. In the absence of the chair, or in the event of his/her inability to act, the vice-chair shall exercise all powers and duties of the chair.

(3) Secretary.

a. The secretary of the commission shall have the following responsibilities:

b. Prepare and record the minutes for all meetings of the Beautification Commission.

c. Record and report attendance at all meetings.

d. In general, perform all other duties incidental to the office of the secretary.

(Ord. No. [2016-13](#), § 1, 10-10-2016)

Sec. 2-294. – Creative Placemaking Advisory Board

There is established within the Beautification Commission a subcommittee entitled “Creative Placemaking Advisory Board” which shall consist of a portion of existing members of the current Beautification Commission.

- (1) The subcommittee shall consist of the Chair, the Vice Chair, the Secretary, and the Code Enforcement Director / Community Development Director.**
- (2) The subcommittee shall meet at the end of every regularly scheduled meeting and review any proposals received for creative placemaking designs and their locations.**
- (3) The subcommittee shall also forward the creative placemaking designs to the Design Review Commission for their recommendations.**
- (4) Only creative placemaking designs with specific cost estimates shall be forwarded to the Mayor and Council for consideration.**

(Am. Ord. 11-13-2023)

Sec. 2-295. - Meetings.

(a) The regular meeting date of the Beautification Commission shall be the fourth Monday of each month, beginning at 5:30 p.m.

(b) Special meetings may be called by the chair or by any two members of the Commission (through the secretary) and upon 48 hours' notice to all members.

(c) A total of four voting members shall constitute a quorum. Recommendations and decisions must be made by a majority vote of those present and voting.

(d) In the absence of a quorum, those members present may conduct a workshop, record attendance, and furnish minutes in lieu of a regular or special meeting.

(Ord. No. [2016-13](#), § 1, 10-10-2016) (Am. Ord. 11-13-2023)

Sec. 2-296. - Rules of procedure.

The beautification commission shall conduct all meetings and activities in accordance to parliamentary law as stated in the most recent edition of Roberts Rules of Order and in accordance with the most recent Georgia Open Meetings Law, O.C.G.A. § 5-14-1 et seq.

(Ord. No. [2016-13](#), § 1, 10-10-2016) (Am. Ord. 11-13-2023)

1 **STATE OF GEORGIA**

2 **CITY OF JONESBORO**

3 **ORDINANCE NO. 2023-**

4 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF JONESBORO,
5 GEORGIA, BY AMENDING DIVISION 1, SECTION 2-290 (BEAUTIFICATION
6 COMMISSION), IN ARTICLE VIII (BOARDS, COMMISSIONS, AND AUTHORITIES) OF
7 CHAPTER 2 (ADMINISTRATION); TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR
8 SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN
9 ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES
10 ALLOWED BY LAW.

11 **WHEREAS**, the governing authority of the City of Jonesboro, Georgia (the “City”) are
12 the Mayor and Council thereof; and

13 **WHEREAS**, the City is authorized by its Charter and state law to regulate and establish
14 boards and commissions of the City; and

15 **WHEREAS**, the City desires to amend aspects and organization of the Beautification
16 Commission; and

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

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

21 **Section 1.** The Code of Ordinances of the City of Jonesboro, Georgia, Division 1, Section
22 2-290 (Beautification Commission), in Article VIII (Boards, Commissions, and Authorities) of

Chapter 2 (Administion); to be read and codified as set forth in Exhibit A, attached hereto and made a part by reference, with added text in bold font.

Section 2. (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 this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

Section 4. The effective date of this Ordinance shall be the date of its adoption by the Mayor and Council unless otherwise stated herein.

Section 5. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Jonesboro.

Section 6. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Jonesboro, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 7. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

SO ORDAINED, this ____ day of _____, 2023.

CITY OF JONESBORO, GEORGIA

Dr. Donya Sartor, Mayor

ATTEST:

Melissa Brooks, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A:**ARTICLE VIII. - BOARDS, COMMISSIONS, AND AUTHORITIES****DIVISION 1. - BEAUTIFICATION COMMISSION****Sec. 2-290. - Established.**

Hereby is established the "Beautification Commission for the City of Jonesboro."

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(Am. Ord. 11-13-2023)

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(Am. Ord. 11-13-2023)

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b. Call special meetings. Special meetings may be called by the chair with a minimum of 48 hours' notice of said meetings. Appoint members to subcommittees when necessary or as directed by the Beautification Commission.

(2) *Vice-chair.* In the absence of the chair, or in the event of his/her inability to act, the vice-chair shall exercise all powers and duties of the chair.

(3) *Secretary.*

a. The secretary of the commission shall have the following responsibilities:

b. Prepare and record the minutes for all meetings of the Beautification Commission.

c. Record and report attendance at all meetings.

d. In general, perform all other duties incidental to the office of the secretary.

Sec. 2-294. – Creative Placemaking Advisory Board

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(1) The subcommittee shall consist of the Chair, the Vice Chair, the Secretary, and the Code Enforcement Director / Community Development Director.

(2) The subcommittee shall meet at the end of every regularly scheduled meeting and review any proposals received for creative placemaking designs and their locations.

(3) The subcommittee shall also forward the creative placemaking designs to the Design Review Commission for their recommendations.

(4) Only creative placemaking designs with specific cost estimates shall be forwarded to the Mayor and Council for consideration.

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(Am. Ord. 11-13-2023)

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122 The beautification commission shall conduct all meetings and activities in accordance to parliamentary law
123 as stated in the most recent edition of Roberts Rules of Order and in accordance with the most recent
124 Georgia Open Meetings Law, O.C.G.A. § 5-14-1 et seq.

125 **(Am. Ord. 11-13-2023)**



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

13.4

- 4

COUNCIL MEETING DATE
November 13, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Council to consider preliminary plat application 23-SUB-003 for Foxtrail subdivision at 217 South Main Street.

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

City Code Sections 44-123 Preliminary Plat; Sec. 86-103 H-2 Zoning Standards; 86-100 R-A Development Standards (Revised)

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

Yes

Community Planning, Neighborhood and Business Revitalization

Summary & Background

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

Agency recommendation – Approval of preliminary plat; Foxtrail subdivision, a 90-unit townhome development (major subdivision) on the parcel at 217 South Main Street, was approved for a conditional use permit and a variance on various development standards in August 2023. In September 2023, the exterior architecture of the townhome units was approved as presented by the Design Review Commission and Historic Preservation Commission.

The next step for the development is preliminary plat approval.

Sec. 44-115 (d) Preliminary plat and plans required prior to construction. No person shall commence construction of any improvements on any lot, prior to the approval of a preliminary plat if required by these regulations, nor prior to approval of construction plans and engineering plans for said improvements are approved as required by these regulations and article IV of this code.

Sec. 44-123

- (a) *Purpose. The purpose of this section is to ensure compliance with the basic design concepts and improvement requirements of subdivisions and land developments through the submittal of a preliminary plat of all major subdivisions for review and approval by the mayor and city council.*
- (b) *When required. All major subdivisions, and any subdivision involving the dedication of a public street, shall require the submission of a preliminary plat to the city manager for review and approval by the mayor and city council. Prior to the issuance of any permit for land disturbance, or the installation of any improvements, the mayor and city council must approve the preliminary plat, if required.*
- (c) *Preliminary plat application and specifications. Preliminary plat applications shall be made in accordance with requirements shown in Table 1 of section 44-125, and preliminary plats shall meet the minimum plat specifications shown in Table 2 of section 44-125.*
- (d) *Procedures. Upon receipt of a completed preliminary plat application, the city manager shall schedule the application for the next public meeting before the mayor and city council and forward a staff report and all pertinent materials in the application to the mayor and city council for review. An application for preliminary plat approval must be submitted at least 60 days before the regular meeting date of the mayor and city council to be considered on that agenda. The mayor and city council shall have 60 days from the date the public meeting is held to approve, conditionally approve, or deny the preliminary plat application. The basis of the mayor and city council's review of and action on a preliminary plat shall be whether the preliminary plat meets the purposes and requirements of these regulations, and all other ordinances that relate to the proposed development.*

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

November, 13, 2023

Signature

City Clerk's Office

Sec. 86-202. - Townhouses and condominiums.

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

The standards of the R-A district shall control development of townhouses and condominiums.

The R-A development standards were updated in February 2022:

Sec. 86-100. - R-A single family attached residential district regulations.

(a) *Purpose.* The R-A single family attached residential district is established to provide for single family attached dwellings on individual lots on development tracts having a minimum area of two acres on undeveloped land. The district is intended to foster housing options for households seeking high quality home ownership in park like setting featuring attractive architectural styles and building materials. As such, developments facilitated by establishment of the district are restricted to a maximum number of units to limit scale and encourage manageable homeowner associations. The R-A district is compatible with walkable, neighborhood commercial districts and low intensity office and commercial districts and is suited to locations along collector streets. The R-A single family attached residential district also encourages the thoughtful renovation of existing buildings and infill developments for residential purposes.

(b) *Development standards.* Unless otherwise provided in this chapter, uses permitted in the R-A district shall conform to the following development standards:

(1) *Minimum parent tract size:* 87,120 square feet (two acres) Parent tract size is approximately 11.6 acres.

(2) *Minimum lot area per unit:* 1800 square feet 1 All townhome lots are at least 1800 square feet in size.

(3) *Minimum parent tract width:* 150 feet 2 Parent tract width is over 1000 feet.

(4) *Minimum front yard:* 20 feet 3 Per note 3 below, South Main Street is a collector road, thus requiring a 25-foot front yard setback. This is complied with, as the units directly along South Main Street show a 25-foot setback off the right-of-way.

(5) *Minimum side yard at perimeter of tract:* 25 feet Complied with

(6) *Minimum rear yard:* 35 feet Complied with, except for townhomes directly adjacent to South Main Street; Variance requested for 25-foot rear setback instead of 35-foot rear setback for these lots. This technically requires a variance, but these units will have front facing facades that face South Main Street.

(7) *Minimum floor area per dwelling unit:* 1,500 square feet Pads for townhomes are 1000 square feet and 1200 square feet respectively. Adding a second floor puts the units at 2000 square feet and 2400 square feet respectively (including garage spaces).

(8) *Maximum building height:* Three stories Will be either two-story or three-story.

(9) *Maximum number of units per building:* Eight Complies

(10) *Maximum number of units per development:* 64 Requesting 90 (40% more than maximum); variance required.

(11) *Maximum density:* Eight units per acre The concept drawing lists a density of 7.25 units per acre, based on total site acreage of 12.42 acres. However, the parcel measures approximately 11.6 acres on the County GIS, thereby putting at 7.75 units per acre. Still below the 8 units per acre maximum.

(12) *Minimum greenspace:* 15 percent of gross acreage Complies. There are 4.05 acres of greenspace provided (34.9% of total area).

(13) *Minimum building separation:*

Front to Front 40 feet Complies

Front to Rear	40 feet Complies
Front to Side	35 feet Complies
Rear to Rear	40 feet Complies
Rear to Side	35 feet Complies
Side to Side	25 feet Complies

1 This requirement may be waived for zero lot townhomes, provided the developer includes a provision in the Covenants, Conditions, and Restrictions for the project that clearly describes the maintenance and access of all common areas, streets, alleys, and driveways.

2 Measured at the building line.

3 The required front yard on any street classified as a collector or above shall be 25 feet.

(c) *Design standards. Unless otherwise provided in this chapter, uses permitted in an R-A district shall conform to the following design standards:* So noted.

(1) *Off-street parking shall be provided as specified in article XIII of this chapter. Each dwelling shall provide for a minimum two-car garage and a minimum 18-foot-wide concrete driveway.* “Applicant is requesting a minimum concrete driveway width of 16 feet. The reduction of driveway width will be necessary on 20-foot-wide units to be able to satisfy the CCWA requirement of dual water meter services, which cannot be set within the driveway concrete.” This would require a variance. However, the applicant shows 16-foot-wide driveways even for the 24-foot-wide units. The driveways for these units could be 18 feet wide.

(2) *Buffers shall be provided as specified in Article XV of this chapter.* A 25-foot-wide buffer is shown along the northern and southern property lines.

(3) *A homeowners association accompanied by recorded covenants shall be mandatory for all townhouse or condominium developments, subject to approval by the City Manager.* So noted.

(4) *Minimum width of each townhouse unit shall be 24 feet. 57 of the 90 proposed units (63%) are 24-foot-wide (orange footprints on site plan).* The 33 front units facing South Main Street are 20-foot-wide units, thus requiring a variance. (Note: most of the Old Ivy Townhomes in the City are either 20 or 22 feet wide.)

(5) *A minimum of three different exterior elevations shall be provided for a townhouse development that exceeds two acres.* Three different models have been provided – the Luca, the Liam, and the Landon, each with their own design characteristics.

(6) *Townhouse building facades shall visually differentiate individual units through the use of architectural materials; a minimum of 50 percent of the front elevation shall consist of brick or stone. Brick, stone, and/or cementitious siding (which may be board, shingle, or lap siding.) variations may be approved by the Community Development Director and/or Design Review Commission and Historic Preservation Commission. Split faced-concrete block, stucco, or granite block shall only be used in an accent capacity for any building elevation.* Per provided elevations, 50% brick has been achieved. Other primary material is cementitious siding. Other design features can be reviewed by the Design Review Commission and Historic Preservation Commission.

(7) *All townhouse units shall be designed to have rear entry via rear alleys. If permitted, front-loaded driveways shall be scored or finished with decorative treatment, subject to approval by the Design Review Commission, and, if applicable, the Historic Preservation Commission.* There are no alleys shown on the concept plan, but there are 36% of the units with rear entry garages (onto new street, not alley). Therefore 57 of the proposed units would have front facing garages, although none of the garages would face South Main Street. The previously mentioned Old Ivy Townhomes had nearly all of its new units get variance approved for front facing garages, because the older units with rear garages and rear alleys did not prove to work really well. This site may be too narrow to have a network of alleys and streets in the same area, and a network of alleys in addition to the streets proposed would contribute to the overall impervious cover on the property.

(8) *Greenspace shall be improved with walking trails and an amenity area having a minimum area of 400 square feet with equipment and facilities appropriate to the needs of residents. Greenspace shall have a minimum width of 100 feet; trail connections between greenspace areas shall have a minimum width of 50 feet.* If use is approved, this can be

provided.

(9) *An appropriate landscape plan shall be reviewed and approved by the Community Development Director prior to installation of the landscaping. If use is approved, this will be provided.*

(d) *Renovations of existing buildings. For single-family attached residential developments involving the renovation of existing buildings that cannot meet the minimum development standards of this chapter, a variance shall be required.*

n/a

In summary, there are five variances to consider. In the concept plan presented to staff before the application, there were twice that many variances, so the design has improved significantly in terms of density and layout.

(6) *Minimum rear yard: 35 feet* Complied with, except for townhomes directly adjacent to South Main Street; Variance requested for 25-foot rear setback instead of 35-foot rear setback for these lots. This technically requires a variance, but these units will have front facing facades that face South Main Street, so the rear setback and front setback are reversed. However, the rear setback is still 35 feet regardless of which way the unit is facing and none of the units (blue) directly adjacent to South Main Street show a 35-foot rear setback. They show a 20-foot rear setback, similar to the 20-foot front setback of the interior units. Thus, they would all have the same driveway length. Staff does not have a problem with this.

(10) *Maximum number of units per development: 64* Requesting 90 (26 units (40%) more than maximum); variance required. Ultimately, do the Mayor and Council have a problem with 26 more units on the property? The maximum density is still not exceeded, and the units are mostly spread out, not in very long rows. Many of the units could not be clearly seen from South Main Street or adjacent properties.

(1) *Off-street parking shall be provided as specified in article XIII of this chapter. Each dwelling shall provide for a minimum two-car garage and a minimum 18-foot-wide concrete driveway.* “Applicant is requesting a minimum concrete driveway width of 16 feet. The reduction of driveway width will be necessary on 20-foot-wide units to be able to satisfy the CCWA requirement of dual water meter services, which can not be set within the driveway concrete.” This would require a variance. However, the applicant shows 16-foot-wide driveways even for the 24-foot-wide units. The driveways for these units could be 18 feet wide. Staff understands the need to comply with the Water Authority requirement for the meters on the 20-foot-wide units but sees no reason why the majority of the units (24 feet wide) cannot have 18-foot-wide driveways. This allows two standard size vehicles to be parked side-by-side on the driveway, based on our minimum 9-foot-wide parking space in the City.

(4) *Minimum width of each townhouse unit shall be 24 feet. 57 of the 90 proposed units (63%) are 24-foot-wide (orange footprints on site plan).* The 33 front units facing South Main Street are 20-foot-wide units, thus requiring a variance. (Note: most of the Old Ivy Townhomes in the City are either 20 or 22 feet wide.) Ultimately, do the Mayor and Council have a problem with 37% of the units on the property being 4 feet narrower than the other units? Will the quality of life in these units, based on the presentation provided, be significantly negatively affected by this?

(7) *All townhouse units shall be designed to have rear entry via rear alleys. If permitted, front-loaded driveways shall be scored or finished with decorative treatment, subject to approval by the Design Review Commission, and, if applicable, the Historic Preservation Commission.* There are no alleys shown on the concept plan, but there are 36% of the units with rear entry garages (onto new street, not alley). Therefore 57 of the proposed units would have front facing garages, although none of the garages would face South Main Street. The previously mentioned Old Ivy Townhomes had nearly all of its new units get variance approved for front facing garages, because the older units with rear garages and rear

alleys did not prove to work really well. This site may be too narrow to have a network of alleys and streets in the S area, and a network of alleys in addition to the streets proposed would contribute to the overall impervious cover of the property. Ultimately, do the Mayor and Council have a problem with a lack of rear alleys in this development? Will the quality of life in these units, based on the presentation provided, be significantly negatively affected by this? Again, none of the garages would face South Main Street, but you would see alleyways between the houses. Also, who would maintain the paving on the alleyways?

As stated before, the variances on these specified development standards were approved August 2023. With the exception of the lot layout at the end of one of the proposed streets (see attached drawing), the layout of the preliminary plat is the same as that which was approved in August. The number of units and the density have not changed. Based on the actual field survey, instead of the boundary used in the concept plan in August, the property size actually got a little larger.

The next step after preliminary plat approval is the creation of a developer's agreement and grading / construction plans.

Fiscal Impact

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

Private Developer

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

- Use Approval Letter
- Variance Approval Letter
- House Designs
- Acceptance Letter
- Foxtrail_PrePlat
- Original Layout

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

Approval



MEMORANDUM

To: Templar Development / Jay Knight
160 Whitney Street
Fayetteville, Ga. 30214

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

Date: August 15, 2023

Re: Notification of Request for Conditional Use – Townhomes, 217 South Main Street; Tax Map Parcel No. 05241D A001

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro, at a Council meeting on August 14, 2023, approved your request for the following requested conditional use for the above referenced property.

- Townhomes

The following approval conditions shall apply: 1. Development shall not exceed the 90 dwelling units shown. 2. Final architectural exteriors shall be subject to review and approval by the Design Review Commission and the Historic Preservation Commission. 3. A developer's agreement shall be provided to and approved by the Mayor and Council pertaining to architectural and site design elements, including streetlights. Development shall form an HOA. 4. Final landscape plan shall be subject to review and approval by the Community Development Director. 5. The development shall be subject to the requirements of the Specimen Tree Protection Ordinance, including any necessary tree replacement and / or recompense for removed specimen trees. 6. For the greenspace area adjacent to the railroad, existing trees directly adjacent to the railroad line shall be preserved to the maximum extent possible. 7. The existing grave on the subject property shall be protected by a 10-foot wide, undisturbed buffer on all sides. Any future relocation of the grave to another property shall follow all State and local guidelines. 8. Minimum 4-foot-wide concrete sidewalks shall occur down the entire frontage of the property. 9. The standards of Chapter 66, Article VIII Street Light Districts shall apply. 10. Townhomes directly adjacent to South Main Street shall face South Main Street. 11. At least one of the two proposed subdivision entrances shall be right-in, right-out only. 12. Proposed street names are subject to approval by the Mayor and Council and Clayton County GIS. 13. Minimum 8-foot tall, solid, acoustic fencing shall be installed along the property line adjacent to the railroad track.

Should you have any further questions, please do not hesitate to contact me at 770-478-3800 or at dallen@jonesboroga.com.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'D' followed by a horizontal line.

David D. Allen
Community Development Director / Zoning Administrator



MEMORANDUM

To: Templar Development / Jay Knight
160 Whitney Street
Fayetteville, Ga. 30214

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

Date: August 15, 2023

Re: Notification of Request for Variance – Townhomes, 217 South Main Street; Tax Map Parcel No. 05241D A001

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro, at a Council meeting on August 14, 2023, approved your request for the following requested variances for the above referenced property.

- Certain development standards for townhomes

The following approval conditions shall apply: 1. No garage doors shall face South Main Street. 2. All 24-foot-wide units shall have minimum 18-foot-wide concrete driveways. 3. All units shall have minimum 30-foot-long concrete driveways, from garage door edge to back of curb.

Should you have any further questions, please do not hesitate to contact me at 770-478-3800 or at dallen@jonesboroga.com.

Sincerely,

David D. Allen
Community Development Director / Zoning Administrator

Front Elevation Samples

Rear Load 2-car Garage, 2-story Options



Front Load 2-car Garage



Rear Load 2-car Garage, 3-story Option



Building Materials

- Hardiplank Siding - Brick Accents - Vinyl Energy Efficient Windows
- Architectural Shingles - Sidewalks - Aluminum Garage Doors
- Sodded yards - Driveway length & width to accommodate 2 cars outside of garage

2 Story Floor Plans - Approx 1600-1850 Sq Ft



3 Story Floor Plans - Approx 1800-1900 Sq Ft





MEMORANDUM

To: Templar Development
160 Whitney Street
Fayetteville, GA 30214

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

Date: October 26, 2023

Re: Notification of Request for Preliminary Plat review – Proposed 90-lot major subdivision, 217 South Main Street; Tax Map Parcel No. 05241D A001

Dear Applicant,

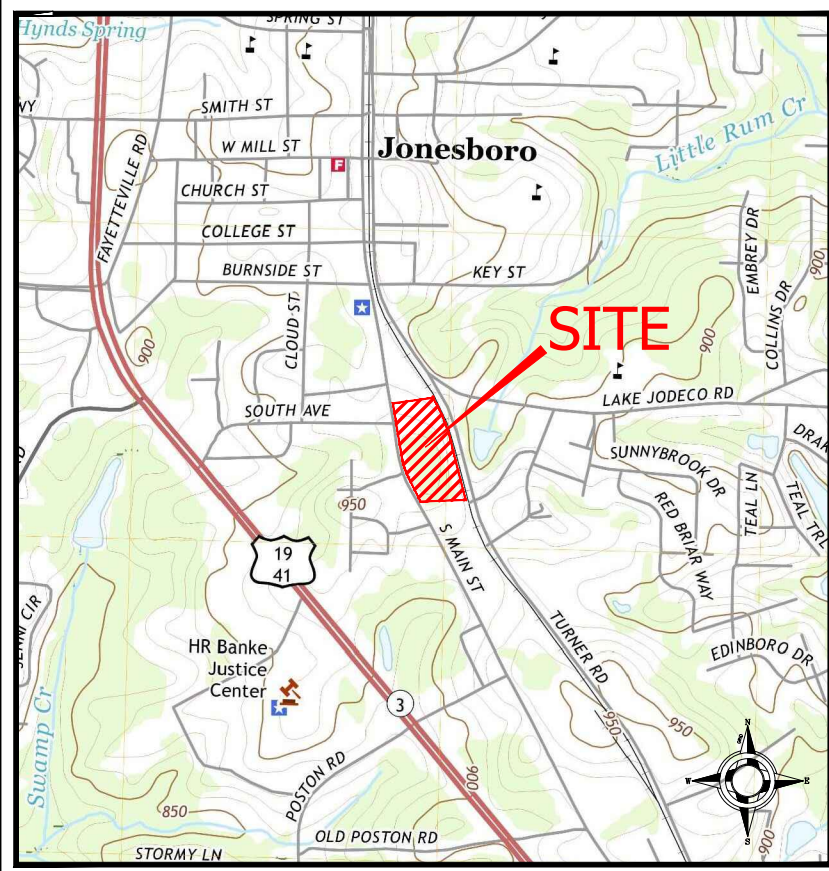
This letter is to serve as notification that the City of Jonesboro has received your request for a preliminary plat review of a major subdivision at 217 South Main Street.

Consideration of the plat has been scheduled for Monday, November 13, 2023 at 6:00 p.m. before the Jonesboro Mayor and City Council. The Jonesboro Mayor and City Council will first discuss this item at their next Work Session on Monday, November 6, 2023 at 6:00 p.m. Your presence is strongly recommended at both meetings, which will occur in the court chambers of the Jonesboro City Center at 1859 City Center Way, Jonesboro, Ga. 30236.

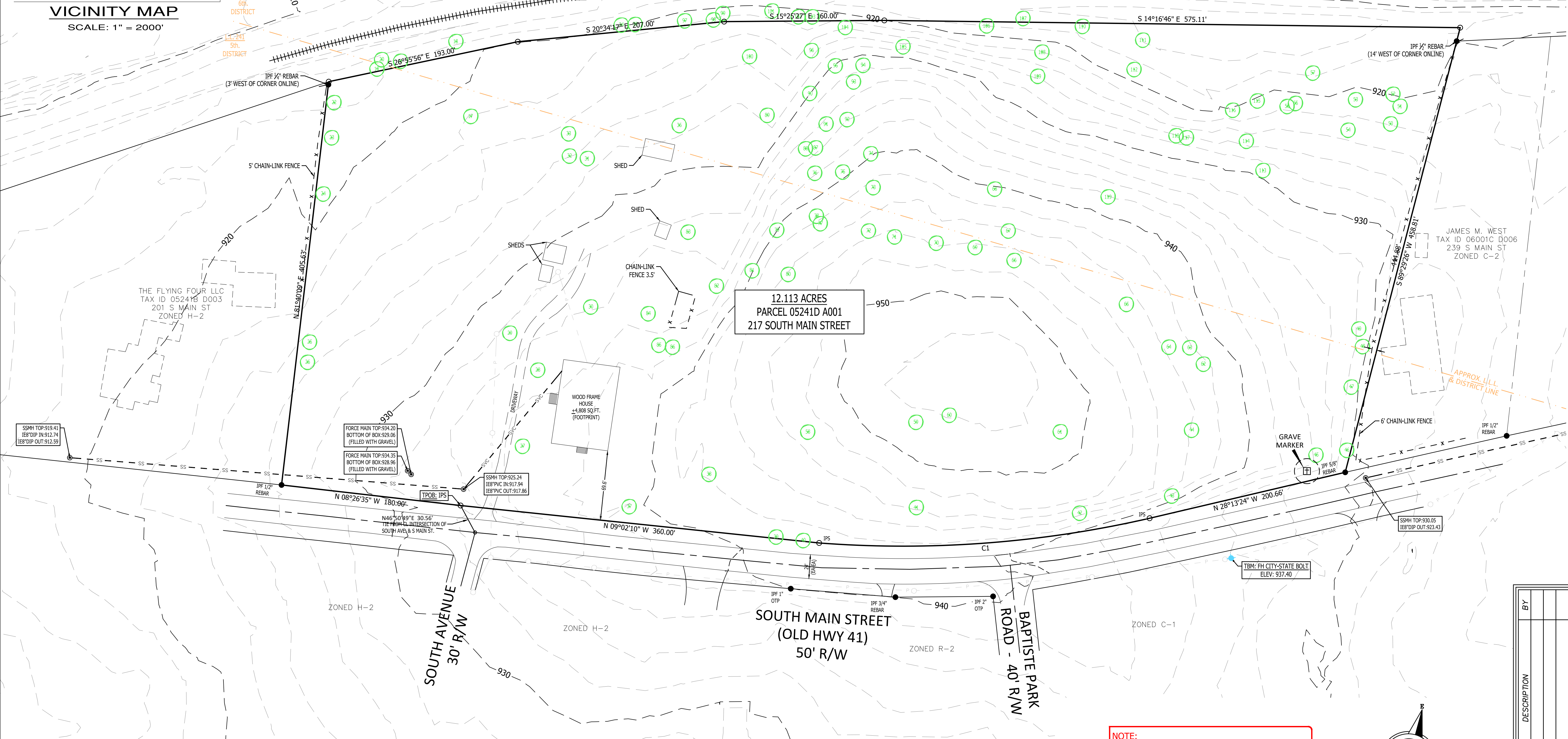
Should you have any questions regarding the decision, please do not hesitate to contact me at 770-478-3800 or at dallen@jonesboroga.com.

Sincerely,

David D. Allen
Community Development Director / Zoning Administrator



VICINITY MAP
SCALE: 1" = 2000'



- DRAWING LIST**
1. EXISTING CONDITIONS PLAN
 2. PRELIMINARY PLAT
 3. GRADING & DRAINAGE PLAN
 4. TREE PROTECTION & LANDSCAPE PLAN

BOUNDARY CURVE CHART				
CURVE #	CHORD BEARING	RADIUS	ARC LENGTH	CHORD LENGTH
C1	N 19°16'36" W	1102.37'	332.19'	330.93'

NOTE:
TOPOGRAPHIC CONTOUR
INTERVAL: 2'

ENGINEER

ASHFORD ENGINEERS SOUTH, LLC
350 VIRGINIA HIGHLANDS
FAYETTEVILLE, GEORGIA 30215
(678) 817 - 6956
CONTACT: DANIEL R. GREENE, P.E.
GSWCC LEVEL II CERTIFICATION#0000015975

OWNER

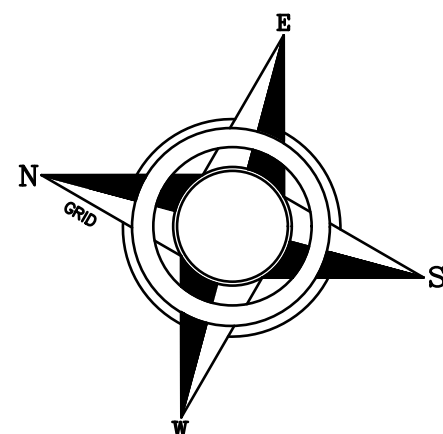
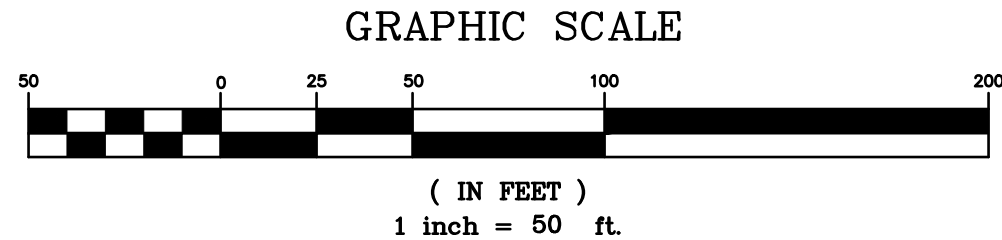
RODERICK GREER TURNER, III
INDIVIDUALLY & AS EXECUTOR OF THE ESTATE
OF CLAUDIA R. TURNER (PRIMARY OWNER)
35 OLDE GATE COURT
POOLER, GEORGIA 31322
(912) 417 - 1000

DEVELOPER / APPLICANT

TEMPLAR DEVELOPMENT
160 WHITNEY STREET
FAYETTEVILLE, GEORGIA 30214
(770) 527 - 0323
CONTACT: JAY KNIGHT
EMAIL: jay@templar-dev.com

SHEET LEGEND:

- EXISTING TREE (SEE SHEET 4 FOR ADDITIONAL INFO)
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SSMH SANITARY SEWER MANHOLE
- DIP DUCTILE IRON PIPE
- OTP OPEN TOP PIPE

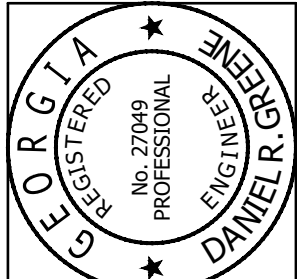


NO.	DATE	DESCRIPTION	BY

ashford engineers south, llc.
350 Virginia Highlands
Fayetteville, Georgia 30215
Tel. (678) 817-6956 Fax. (678) 817-6777

civil engineers — land planning — development services

NAME	ACTIVITY
DESIGNED BY: D. GREENE	
DRAWN BY: C. LAYFIELD	
CHECKED BY: D. GREENE	
APPROVED BY: D. GREENE	



SCALE: 1" = 50'
DATE: 10/27/23
JOB NO. T7005.00
REGISTRATION NO. GA 27049

FOXTRAIL

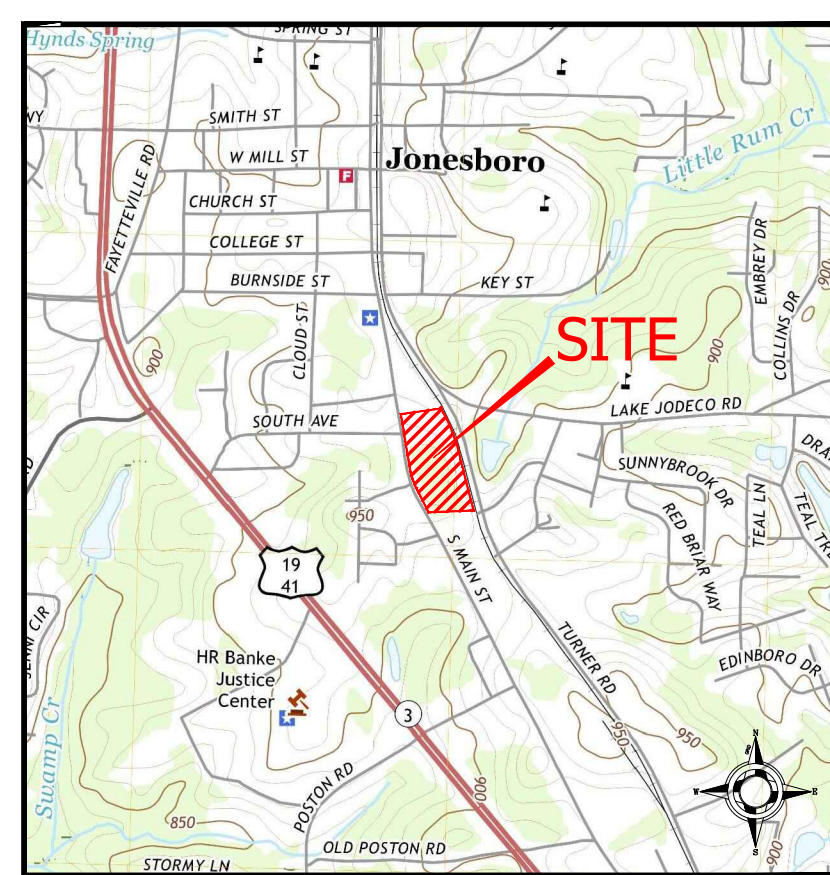
EXISTING
CONDITIONS PLAN

SHEET
1 OF 4

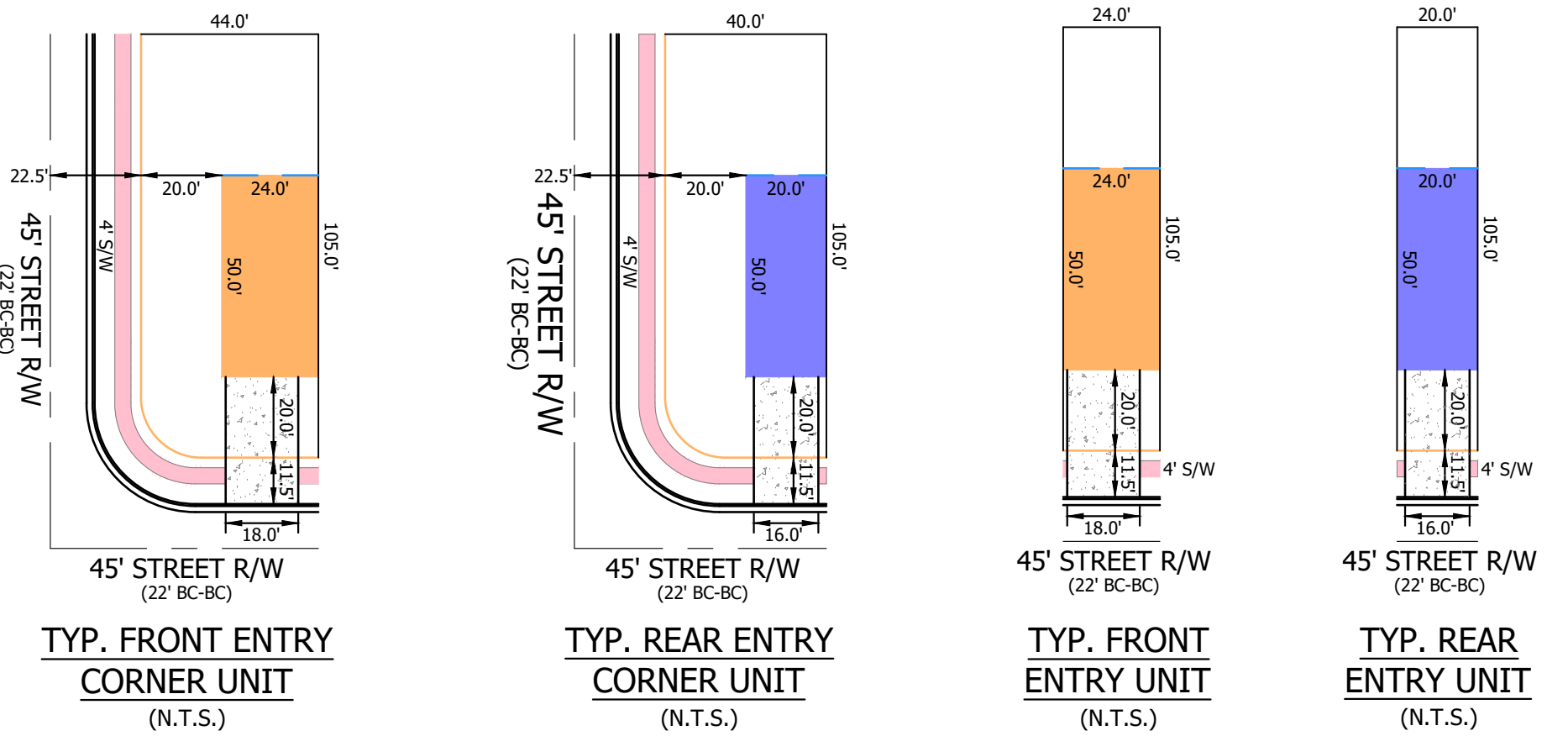
THIS PLAN IS NOT TO BE REPRODUCED WITHOUT THE ENGINEER'S PERMISSION
LOCATED IN LL 241 OF 5TH DISTRICT & LL 1 OF THE 6TH DISTRICT, CITY OF JONESBORO, CLAYTON COUNTY, GEORGIA



LOT	SQ. FT.	ACRES
1	2189	0.050
2	2192	0.050
3	2194	0.050
4	2197	0.050
5	4305	0.099
6	3790	0.087
7	1948	0.045
8	1952	0.045
9	1957	0.045
10	1963	0.045
11	3633	0.083
12	3742	0.086
13	2164	0.050
14	2187	0.050
15	2185	0.050
16	2184	0.050
17	4134	0.095
18	4349	0.100
19	2216	0.051
20	2218	0.051
21	2221	0.051
22	2223	0.051
23	4705	0.108
24	4068	0.093
25	1941	0.045
26	1930	0.044
27	1925	0.044
28	3318	0.076
29	3164	0.073
30	2054	0.047
31	2160	0.050
32	2180	0.050
33	2180	0.050
34	2180	0.050
35	5926	0.136
36	2520	0.058
37	2520	0.058
38	2520	0.058
39	2520	0.058
40	2520	0.058
41	2520	0.058
42	2520	0.058
43	2520	0.058
44	2520	0.058
45	3832	0.088
46	3833	0.088
47	2520	0.058
48	2520	0.058
49	2520	0.058
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52	2520	0.058
53	2520	0.058
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60	2520	0.058
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65	2520	0.058
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67	3833	0.088
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81	2520	0.058
82	2520	0.058
83	2520	0.058
84	2520	0.058
85	4572	0.105
86	4572	0.105
87	2520	0.058
88	2520	0.058
89	2520	0.058
90	2520	0.058



VICINITY MAP
SCALE: 1" = 2000'



- CONDITIONAL USE REQUIREMENTS:**
1. THE FOLLOWING APPROVAL CONDITIONS SHALL APPLY:
 2. DEVELOPMENT SHALL NOT EXCEED THE 90 DWELLING UNITS SHOWN.
 3. FINAL ARCHITECTURAL EXTERIORS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE DESIGN REVIEW COMMISSION AND THE HISTORIC PRESERVATION COMMISSION.
 4. A DEVELOPER'S AGREEMENT SHALL BE PROVIDED TO AND APPROVED BY THE MAYOR AND COUNCIL PERTAINING TO ARCHITECTURAL AND SITE DESIGN ELEMENTS, INCLUDING STREETLIGHTS. DEVELOPMENT SHALL FORM AN HOA.
 5. FINAL LANDSCAPE PLAN SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE COMMUNITY DEVELOPMENT DIRECTOR.
 6. THE DEVELOPMENT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE SPECIMEN TREE PROTECTION ORDINANCE, INCLUDING ANY NECESSARY TREE REPLACEMENT AND OR RECOMPENSE FOR REMOVED SPECIMEN TREES.
 7. FOR THE GREENSPACE AREA ADJACENT TO THE RAILROAD, EXISTING TREES DIRECTLY ADJACENT TO THE RAILROAD LINE SHALL BE PRESERVED TO THE MAXIMUM EXTENT POSSIBLE.
 8. THE EXISTING GRAVE ON THE SUBJECT PROPERTY SHALL BE PROTECTED BY A 10-FOOT WIDE, UNDISTURBED BUFFER ON ALL SIDES. ANY FUTURE RELOCATION OF THE GRAVE TO ANOTHER PROPERTY SHALL FOLLOW ALL STATE AND LOCAL GUIDELINES.
 9. MINIMUM 4-FOOT-WIDE CONCRETE SIDEWALKS SHALL OCCUR DOWN THE ENTIRE FRONTAGE OF THE PROPERTY.
 10. THE STANDARDS OF CHAPTER 66, ARTICLE VIII STREET LIGHT DISTRICTS SHALL APPLY.
 11. TOWNHOMES DIRECTLY ADJACENT TO SOUTH MAIN STREET SHALL FACE SOUTH MAIN STREET.
 12. AT LEAST ONE OF THE TWO PROPOSED SUBDIVISION ENTRANCES SHALL BE RIGHT-IN, RIGHT-OUT ONLY.
 13. PROPOSED STREET NAMES ARE SUBJECT TO APPROVAL BY THE MAYOR AND COUNCIL AND CLAYTON COUNTY GIS.
 14. MINIMUM 8-FOOT TALL, SOLID, ACOUSTIC FENCING SHALL BE INSTALLED ALONG THE PROPERTY LINE ADJACENT TO THE RAILROAD TRACK.
- VARIANCE APPROVALS:**
- THE FOLLOWING APPROVAL CONDITIONS SHALL APPLY:
1. NO GARAGE DOORS SHALL FACE SOUTH MAIN STREET.
 2. ALL 24-FOOT-WIDE UNITS SHALL HAVE MINIMUM 18-FOOT-WIDE CONCRETE DRIVEWAYS.
 3. ALL UNITS SHALL HAVE MINIMUM 30-FOOT-LONG CONCRETE DRIVEWAYS, FROM GARAGE DOOR EDGE TO BACK OF CURB.

- GENERAL NOTES**
1. CURRENT ZONING: H-2
PROPOSED ZONING: H-2 (CUP)
PROPOSED USE: SINGLE FAMILY ATTACHED TOWNHOUSES
TAX ID #: 05241D A001
-SETBACKS:
EXTERIOR:
FRONT: 25'
SIDE: 25'
REAR: 35'
INTERIOR:
FRONT: 20'
SIDE: 25' MIN. BUILDING SEPARATION
REAR: 35'
-TOTAL NUMBER OF LOTS: 90
-MINIMUM LOT SIZE REQUIRED: 1,800 S.F.
-MINIMUM DWELLING SIZE REQUIRED: 1,500 S.F.
-MAXIMUM BUILDING HEIGHT: 3-STORIES
-INTERNAL STREET RIGHT-OF-WAY WIDTH: 45'
-INTERNAL STREET WIDTH: 22' FROM BACK OF CURB TO BACK OF CURB
-PROPOSED 4' SIDEWALKS WITH 5' MEDIAN STRIP BEHIND CURB
-DRIVEWAYS SHALL BE 16' WIDE FOR REAR ENTRY UNITS AND 18' WIDE FOR FRONT ENTRY UNITS.
-PARKING: ALL UNITS SHALL HAVE 2-CAR GARAGES AND 2 SPACES FOR EACH DRIVEWAY.
 2. PROPERTY CONTAINS 12.11 ACRES
SITE AREA: 12.11 ACRES
-NUMBER OF UNITS = 90 / 12.11 ACRES = 7.43 UNITS / ACRE
 3. DENSITY:
-NUMBER OF UNITS = 90 / 12.11 ACRES = 7.43 UNITS / ACRE
 4. BOUNDARY AND RIGHT-OF-WAY INFORMATION PROVIDED BY W&A ENGINEERING DATED OCT. 2023.
TOPOGRAPHIC INFORMATION TAKEN FROM GIS DATA.
 5. THIS SITE DOES NOT CONTAIN AREAS WITHIN THE 100-YEAR FLOOD HAZARD AREA PER F.E.M.A. FIRM PANEL 13063C0086E DATED 6/7/2017.
 6. TOTAL OPEN SPACE = 3.95 ACRES (32.6% OF TOTAL AREA)
 7. WATER TO BE PROVIDED BY CLAYTON COUNTY WATER AUTHORITY. WASTEWATER SERVICE TO BE PROVIDED BY CLAYTON COUNTY WATER AUTHORITY.
 8. EASEMENTS WILL BE CREATED FOR FUTURE STORMWATER MAINTENANCE FACILITIES AND BIO-RETENTION AREAS. THERE WILL BE 20' EASEMENTS FOR ANY SANITARY SEWER OUTSIDE OF STREET RIGHTS-OF-WAY AND 20' EASEMENTS OR 2 TIMES THE DEPTH OF ANY STORM DRAIN, WHICH EVER IS GREATER.
 9. PROPOSED DEVELOPMENT SCHEDULE:
-START CONSTRUCTION IN EARLY 2024
-COMPLETE DEVELOPMENT BY EARLY 2025
-FULL HOME BUILD OUT BY EARLY 2027

NOTE:
TOPOGRAPHIC CONTOUR
INTERVAL: 2'

ENGINEER

ASHFORD ENGINEERS SOUTH, LLC
350 VIRGINIA HIGHLANDS
FAYETTEVILLE, GEORGIA 30215
(678) 817 - 6956
CONTACT: DANIEL R. GREENE, P.E.
GSWCC LEVEL II CERTIFICATION#0000015975

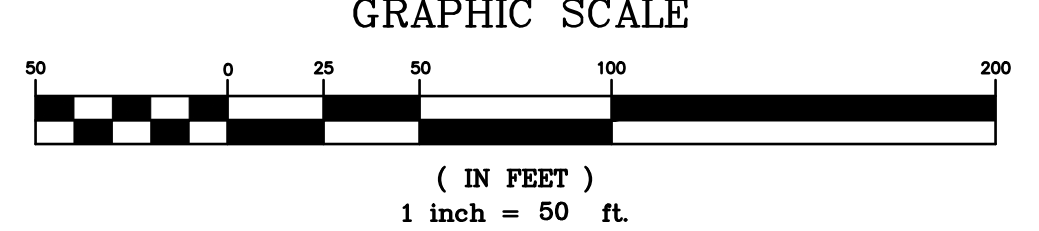
OWNER

RODERICK GREER TURNER, III
INDIVIDUALLY & AS EXECUTOR OF THE ESTATE
OF CLAUDIA R. TURNER (PRIMARY OWNER)
35 OLDE GATE COURT
POOLER, GEORGIA 31322
(912) 417 - 1000

DEVELOPER / APPLICANT

TEMPLAR DEVELOPMENT
160 WHITNEY STREET
FAYETTEVILLE, GEORGIA 30214
(770) 527 - 0323
CONTACT: JAY KNIGHT
EMAIL: jay@templar-dev.com

- SHEET LEGEND:**
- 24' X 50' (FRONT ENTRY) TOWNHOME
 - 20' X 50' (REAR ENTRY) TOWNHOME
 - POTENTIAL DRY ENHANCED SWALE / GRASSED CHANNEL



NO.	DATE	DESCRIPTION	BY

ashford engineers south, llc.
350 Virginia Highlands
Fayetteville, Georgia 30215
Tel. (678) 817-6956 Fax. (678) 817-6777
civil engineers — land planning — development services

PRELIMINARY PLAT

FOXTRAIL

SCALE: 1" = 50'

DATE: 10/27/23

JOB NO. T7005.00

REGISTRATION NO. GA 27049

DESIGNED BY: D. GREENE

DRAWN BY: C. LAYFIELD

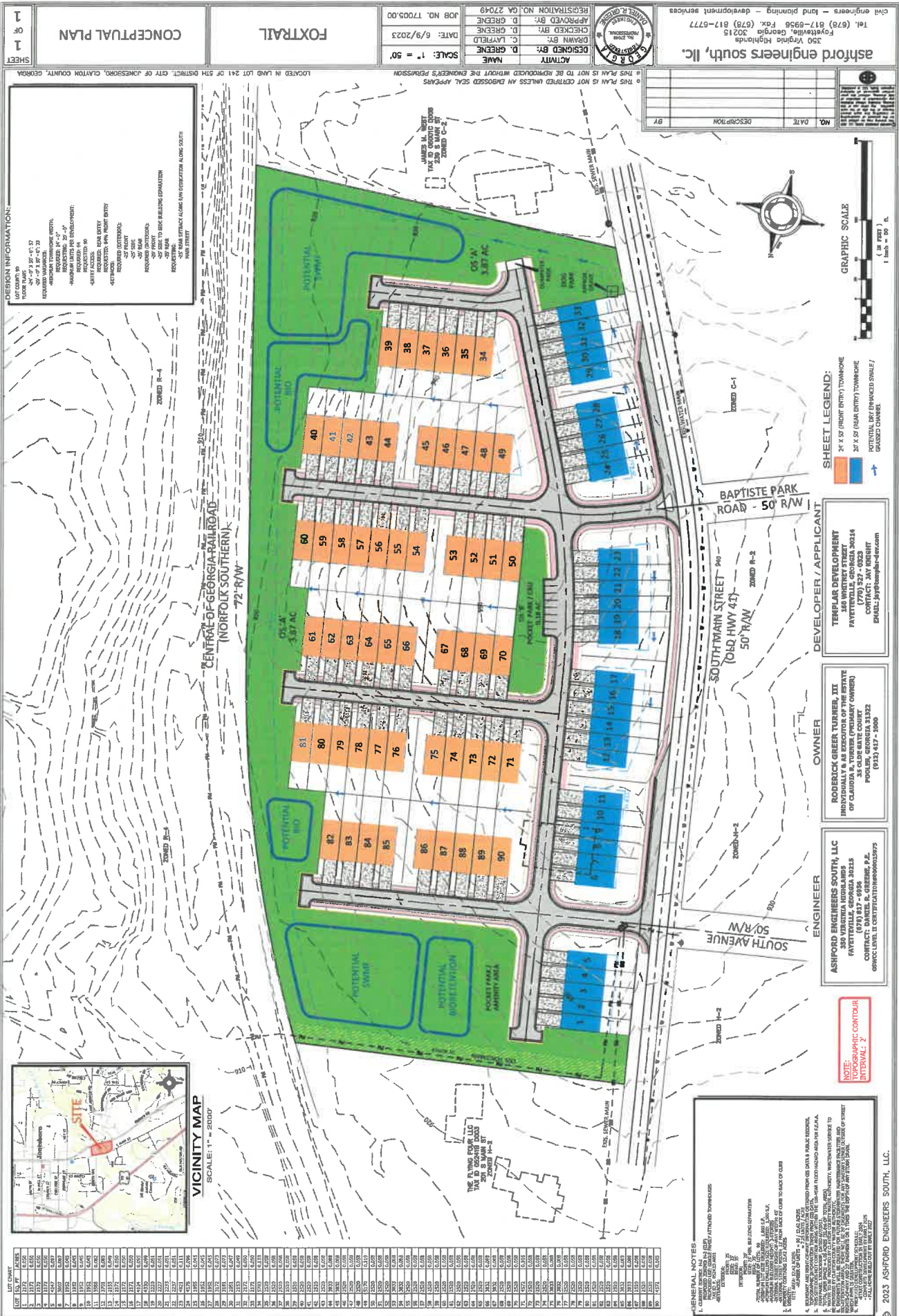
CHECKED BY: D. GREENE

APPROVED BY: D. GREENE

GEORGIA REGISTERED PROFESSIONAL ENGINEER
DANIEL R. GREENE
No. 27049

REGISTERED PROFESSIONAL ENGINEER
DANIEL R. GREENE
No. 27049

REGISTERED PROFESSIONAL ENGINEER
DANIEL R. GREENE
No. 27049



	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary		Agenda Item # 13.5 - 5
			COUNCIL MEETING DATE November 13, 2023
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s) Community Development Director Allen	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to consider Adoption Resolution, RES 2023-008, for newly created Jonesboro Agricultural Plan.			
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Adoption Resolution for Newly Created Agricultural Plan			
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Community Planning, Neighborhood and Business Revitalization, Safety, Health and Wellbeing			
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> The presentation of the Jonesboro Agricultural Plan was made by the Food Well Alliance at the November 6th meeting. For most of 2023, the Food Well Alliance has worked with City staff and other civic leaders to craft a comprehensive agricultural plan for Jonesboro to help address issues such as economic vitality, wellness, ecological resilience and food equity. Enclosed is the Adoption Resolution to keep the project moving forward.			
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> To Be Determined			
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> • Jonesboro City Agriculture Plan • Jonesboro City Agriculture Plan_City Council Presentation_06NOV2023 • Draft Resolution to Adopt Jonesboro CAP			
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval			

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November, 13, 2023	
Signature	City Clerk's Office	



JONESBORO CITY AGRICULTURE PLAN

ACKNOWLEDGMENTS

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PREPARED FOR:



PREPARED BY:



Unless otherwise specified, all photos are provided by the project team or courtesy of City of Jonesboro



Community Engagement Partner

MISSION

Food Well Alliance provides resources and support to local growers to connect and build healthier communities.

VISION

Food Well Alliance's vision is an equitable, local food ecosystem in which everyone can participate and benefit.

WHY CITY AGRICULTURE PLANNING?

Food Well Alliance's vision is to bring local governments together with growers and their communities to ensure that cities incorporate local food and agriculture into their plans for development. When municipal leaders and diverse food system stakeholders plan together for inclusive policies and projects, growers can provide greater access to locally grown food across the city, leading to healthier people, environments, and communities.

The City Agriculture Plan initiative was made possible through funding from the James M. Cox Foundation.



Planning Partner

MISSION

Foster thriving communities for all within the Atlanta region through collaborative, data-informed planning and investments.

VISION

One Great Region

WHY CITY AGRICULTURE PLANNING?

In its role as the regional planning agency, ARC develops and updates the Atlanta Region's Plan, a long-range blueprint that details investments needed to ensure metro Atlanta's future success and improve the region's quality of life. As a part of this long-range plan, ARC develops a Regional Resource Plan to protect and manage metro Atlanta's natural and cultural resources. City Agriculture Planning aligns with two adopted policies outlined in the Regional Resource Plan. Creating and protecting space for urban farms, gardens, and orchards fulfills the plan's objectives to preserve passive greenspaces as well as preserving areas for local food production activities.





INTRODUCTION

INTRODUCTION

The City Agriculture Plan program was launched in 2018 to address the major findings of Atlanta's Local Food Baseline Report developed by Food Well Alliance (FWA). This comprehensive review of the metro Atlanta regional food system revealed a need for growers and community members to have more meaningful participation in the development and implementation of policies and programs affecting local food and agriculture. FWA and the Atlanta Regional Commission (ARC) partnered in 2019 to develop the region's first City Agriculture Plan for the City of East Point, Georgia. After finalizing East Point's Plan in 2021, the program expanded to the City of Alpharetta, GA. In 2022, after considering applications from cities across FWA's five-county service area, ARC and FWA selected the City of Jonesboro to develop the region's third City Agriculture Plan.

Jonesboro's plan draws upon community priorities and feedback from diverse stakeholders to lay out guidelines for integrating local food and agriculture into the City's policies, programs, and development. The Jonesboro City Agriculture Plan intersects with the work of other key local partners to be a framework for actions that will strengthen the local food system through collaboration.

What Is A City Agriculture Plan?

A City Agriculture Plan provides a roadmap for a community to achieve its vision of creating a vibrant and sustainable local food system over the next five to ten years. A local food system refers to the place-based relationships between producers, processors, distributors, consumers, and post-consumer waste disposal of food. In contrast to conventional food systems, a strong local food system makes these ties visible and integrates them to enhance the environmental, economic, social, and nutritional health of a community and its residents. A City Agriculture Plan is developed through a collaborative process that builds community around local food and agriculture, formalizes a local government's commitment to prioritizing health and sustainability, and brings innovative ideas and valuable resources to cities. Designing a plan that connects communities and strengthens local food systems takes time, collaboration, and investment. The City Agriculture Plan initiative involves a community engagement phase led by Food Well Alliance and a traditional planning phase led by ARC, all supported by committed city leaders and enthusiastic community members. The plan outlines strategies for achieving these priorities including initial steps and recommended partners for implementation. A City Agriculture Plan is not meant to be a stand-alone document, but is meant to identify ways in which local food and agriculture can be integrated into city plans and programs.

Why Jonesboro?

In the fall of 2022, Food Well Alliance and ARC solicited applications to develop the next City Agriculture Plan from the 5-county metro Atlanta region. Five cities across multiple counties applied, but Jonesboro's application was selected due to a number of factors:

- » Strong community engagement with ongoing food and agriculture activity at the Farmers and Makers Market and Community Garden.
- » Committed and involved city staff leading efforts to increase opportunities for residents to build community around growing food.
- » Forward-thinking ideas to incorporate food access and intergenerational engagement into the city's development.



Jonesboro City Agriculture Plan Community Kickoff Event

How Can Jonesboro Benefit from a City Agriculture Plan?

Jonesboro leadership has long recognized the need for local food and agriculture to become more of an integral part of the community. The city, in conjunction with University of Georgia Clayton County Extension Office, started the Jonesboro Farmers and Makers Market in 2018 which has continued to grow and be a resource and community gathering spot at Lee Street Park. The city also began the Jonesboro Community Garden by securing a 50-year land lease with Clayton County. Today the garden is run by the dedicated staff of the Jonesboro Police Department and the Community Garden Club. The vision of the garden is to create a point of contact and source of healthy food for vulnerable populations in the city, especially senior citizens.

These two resources have shown the potential that a strong long food system could have in driving community connection, sustainability, and economic growth in Jonesboro. A City Agriculture Plan will encourage cross-sectional partnerships to give more residents the opportunity to grow and access local food.



JONESBORO CITY AGRICULTURE PLAN VISION STATEMENT

The Jonesboro Agriculture Plan builds on the City of Jonesboro Blueprint by establishing an accessible and equitable local food economy. Through cultivating resources and growers, building partnerships, and creating innovative programming, the City of Jonesboro will establish community-centered, cooperative production, funding, and education to engage residents of all generations.

Process

The City of Jonesboro Agriculture Plan was conducted in three phases:

1. Community Engagement Phase
2. Planning Phase
3. Implementation Phase

Food Well Alliance launched the community engagement phase of the City Agriculture Plan with a kickoff event at the Jonesboro Community Garden on Saturday, April 15, 2023. The event celebrated a new season of the Community Garden and introduced residents to the City Agriculture Plan process. The kickoff was a collaborative effort with the City of Jonesboro, the Jonesboro Police Department, Food Well Alliance, the Atlanta Regional Commission (ARC), and community members who attended the event to ready the garden for spring planting. Food Well Alliance and the ARC also led community engagement efforts at existing city events and through surveys and focus groups to discuss the City Agriculture Plan with attendees.

To lead the planning phase, diverse stakeholders were selected to form a steering committee, facilitated by ARC and Food Well Alliance, which met monthly from June to October 2023 using community priorities to build strategies for the plan. Steering committee members represented multiple city departments, community members, garden advocates, local non-profit organizations and religious organizations.

This document serves as an outcome of the first two phases and will guide the City of Jonesboro in the implementation phase once the plan is adopted by the Jonesboro City Council.

**FOOD WELL ALLIANCE
& ARC SELECT
JONESBORO**
DECEMBER 2022

KICKOFF EVENT
APRIL 2023

**PHASE I: COMMUNITY
ENGAGEMENT**
MARCH - JULY 2023

PHASE II: PLANNING
JUNE - OCTOBER 2023

FINAL PLAN
OCTOBER 2023

**CITY COUNCIL
ADOPTION**
NOVEMBER 2023

**PHASE III:
IMPLEMENTATION**
2024

COMMUNITY ENGAGEMENT

Community engagement is a core tenant of the City Agriculture Plan process and provides the basis for the priority areas and recommendations in this document. The City Agriculture Plan is developed using a community-driven process that brings together growers, food system advocates, residents, and city officials to identify community priorities. The primary goal for this engagement was to create accessible opportunities for diverse residents to contribute their thoughts on Jonesboro's local food system.

The community engagement process included community asset mapping to identify existing local food and agriculture assets along with focus groups, community surveys, and stakeholder interviews to collect feedback.



Steering Committee Meeting

Community Conversations and Outreach

Food Well Alliance hosted four focus groups, or “Community Conversations” that were open to the public as a forum for resident input. These events were held on weekend mornings and weekday evenings in accessible locations, both indoor and outdoor, for equitable access. FWA and the City of Jonesboro promoted these events through social media, email, and the city newsletter as well as on QR flyers and postcards at over twenty-five strategic locations around the City.

Food Well Alliance and the Atlanta Regional Commission attended community events to gather input from residents regarding their need for healthy foods, education, markets, and other topics.



Community outreach, 6th Annual Clayton County Back to School Block Party; Hand, Heart, and Soul Project event

COMMUNITY CONVERSATIONS

All city residents are invited to share their vision! Join us at one of four community conversations to discuss what issues and opportunities need to be addressed in the plan and play a role in the future of Jonesboro's development.

Thursday 4.20 6:30pm	Arts Clayton Gallery 136 S Main St Jonesboro, GA 30236	Saturday 4.22 10:00am	City Center Community Room 1859 City Center Way Jonesboro, GA 30236
Thursday 4.27 6:30pm	Arts Clayton Gallery 136 S Main St Jonesboro, GA 30236	Saturday 4.29 10:00am	Lee St. Park Pavilion 155 Lee St Jonesboro, GA 30236

FOODWELL ALLIANCE ARC Jonesboro

Community Conversations distributed advertisement

Community Survey

Resident feedback was also solicited through an open community survey from March through July of 2023. The survey was distributed digitally via Survey Monkey as well as at in-person city events such as the St. Patrick's Day Event and Farmers Market and via physical QR code flyers and postcards posted at over 25 strategic locations around the City. This was a broad survey on the ways that residents currently access food in their community and their vision for improving opportunities to engage with the local food system. Survey feedback was provided to steering committee members for further discussion and insight, which has shaped the recommendations contained in this plan. Key takeaways from the collective survey data are summarized on the following pages.



CITY AGRICULTURE PLAN

COMMUNITY SURVEY

Participate in the City Agriculture Plan process by sharing your experience with accessing and growing local food in Jonesboro through the community survey. Tell us about your vision for the future of Jonesboro's local food system!

Visit the link below to register or scan the QR code!
www.surveymonkey.com/r/DV388S6

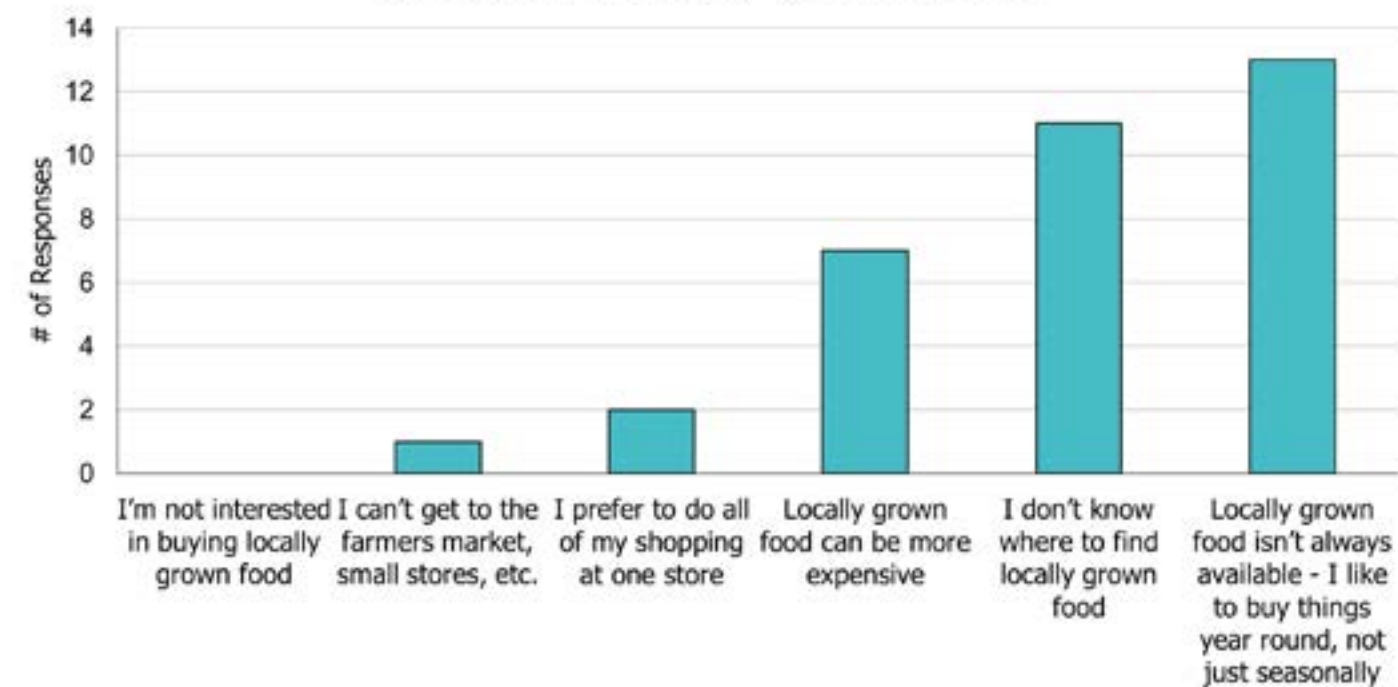


Jonesboro City Agriculture Plan community survey distributed flyer

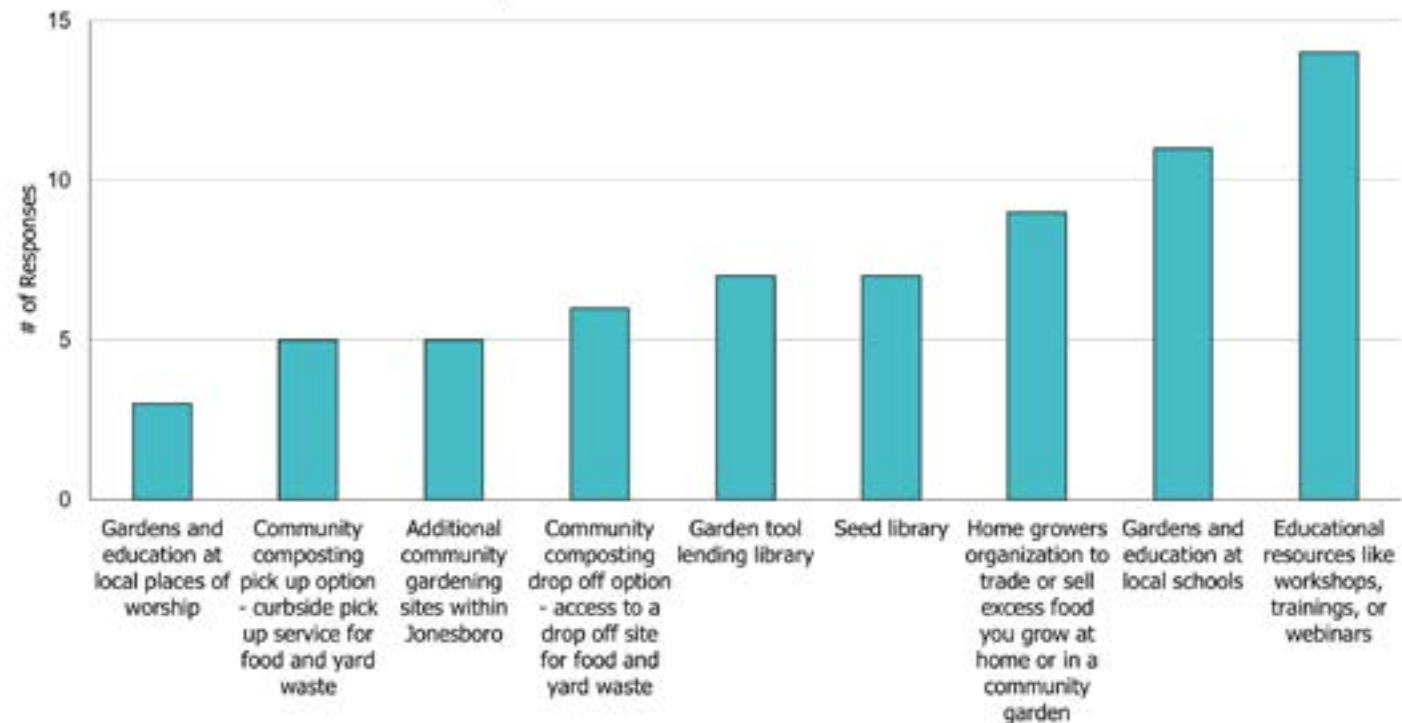
Overall, how easy is it for you to access local food within the City of Jonesboro?



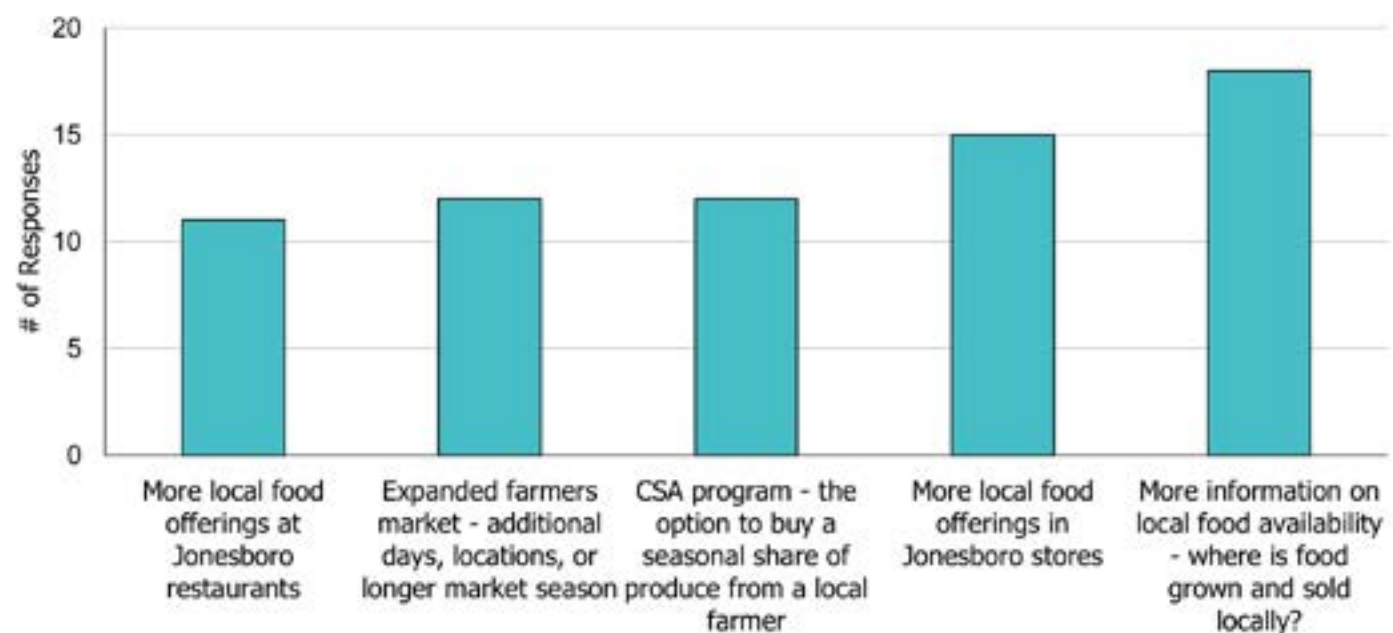
What barriers, if any, have kept you from purchasing locally grown food?



What additional activities or programs related to growing your own food do you wish were offered in Jonesboro?



What additional options or programs related to accessing local food do you wish were offered in Jonesboro?

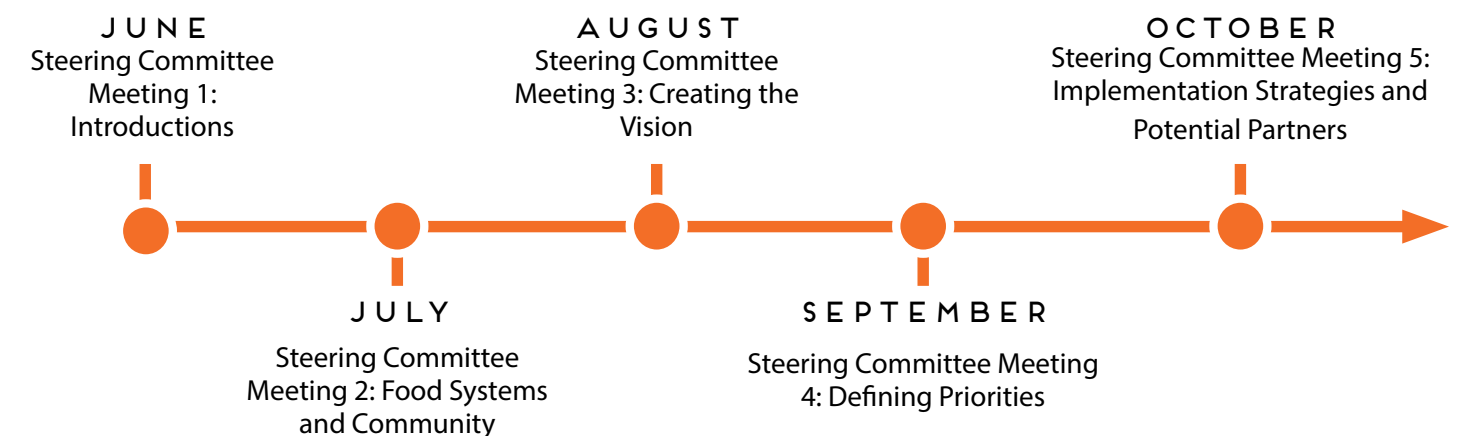


Steering Committee

A steering committee was convened to review the key themes and details that emerged during the community engagement phase and generate innovative ideas that would respond to challenges faced by residents in accessing and growing food. The steering committee consisted of city staff, leaders from local food and agriculture organizations, and residents who met monthly at the Jonesboro City Center for meetings facilitated by ARC. City staff from the Police Department, Public Works, Code Enforcement, Economic Development, and the City Manager contributed their expertise to discussions about feasible action items that could be outlined in the plan.



Jonesboro City Agriculture Plan, Steering Committee



Stakeholder Interviews

In addition to community input, FWA and ARC also sought feedback from key local organizations to gain perspective on integrating recommendations into ongoing work in the area. One-on-one stakeholder meetings were held with Make It Village; the Hand, Heart, and Soul Project; UGA Clayton County Extension Agriculture and Horticulture departments; the Clayton County Health Department; the Jonesboro Community Garden Club President; and UGA Master Gardener Volunteer Program representatives.

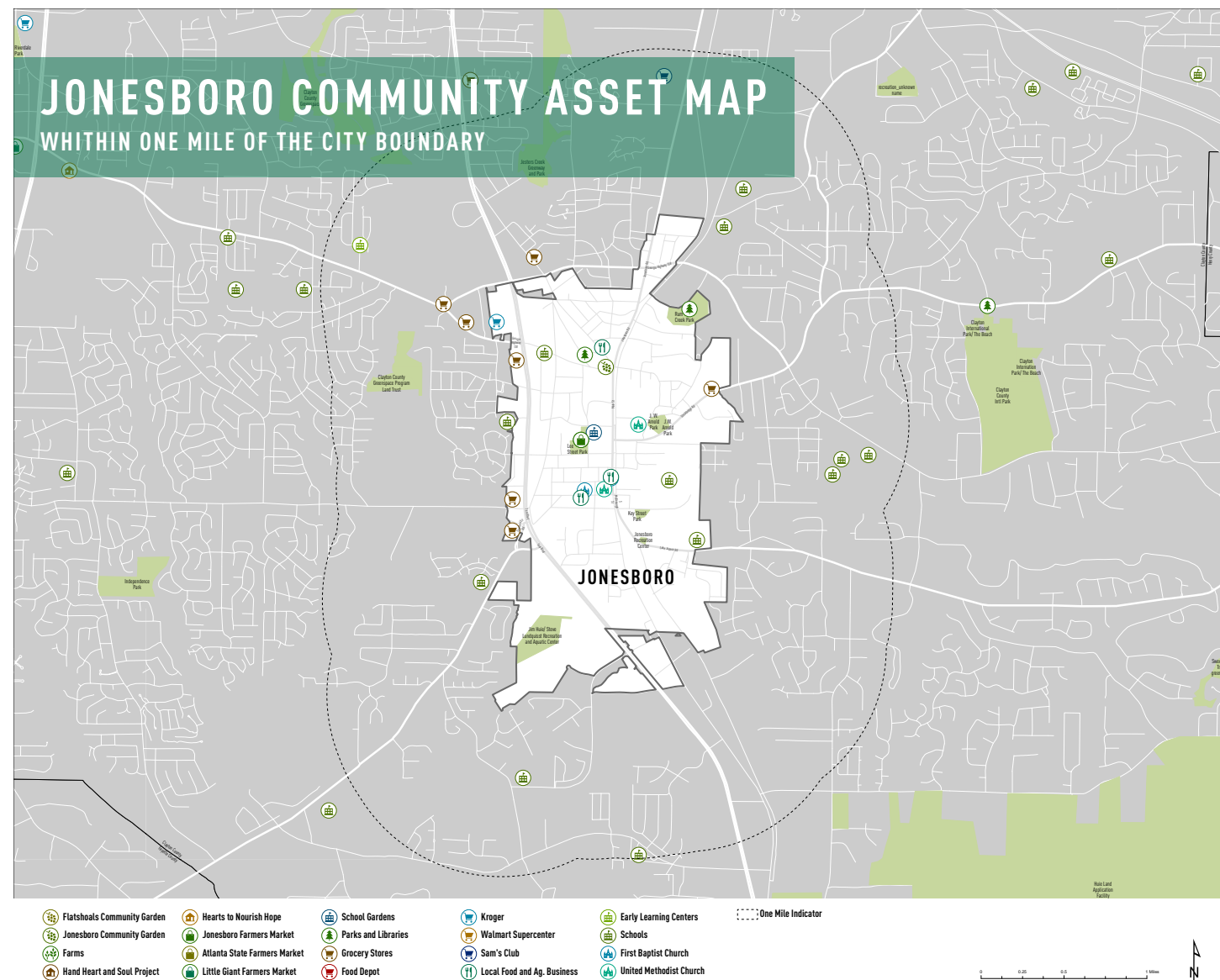
Community Asset Mapping

The Community Asset Map represents a collaborative effort of research by FWA and ARC and validation from Steering Committee members to identify and map social and physical food system assets in and around the city. An extensive list of Jonesboro's assets was compiled across eight categories: farms, community gardens, parks and libraries, schools and school gardens, food and agriculture organizations, farmers markets, local food and agriculture businesses, and grocery stores.

Through this process, over 50 community assets were identified in the incorporated City of Jonesboro and surrounding area. The map on the following page shows these assets by category. The process also revealed Clayton County and City of Jonesboro owned land that could be a valuable resource as future growing or educational spaces. For a full listing of assets, please see the accompanying Appendix.



Steering Committee Meeting, Asset Map creation process



PLAN STRUCTURE

PLAN STRUCTURE

PRIORITIES & STRATEGIES

Six key themes emerged from the community engagement phase:

1. Increasing food access and enabling food sovereignty for Jonesboro residents
2. Expanding existing resources such as the community garden and farmers market
3. Increasing food education and activities
4. Engaging and cultivating new growers
5. Supporting current growers
6. Increasing communication regarding existing resources

These key themes were the basis for discussion at the two steering committee meetings held in July and August 2023. Starting broadly, the steering committee members evaluated data from public outreach events and the survey, as well as their own experience in their community, to provide a range of ideas and activities that would address the needs expressed by Jonesboro residents. These ideas were condensed into the plan priority areas over the two steering committee meetings through group discussion and interactive exercises such as a polling mechanism. The four priority areas for Jonesboro's City Agriculture Plan are:

- » **Priority A: Equip Current & Beginning Growers**
- » **Priority B: Increase Equitable Food Access**
- » **Priority C: Promote Local Food System Opportunities**
- » **Priority D: Build on City & County Resources**

These categories are not mutually exclusive, and many recommendations address multiple priority areas. Each recommendation includes a projected time frame for implementation. Short-term items are actionable for implementation within the next one to two years following plan adoption. Long term recommendations can be pursued over the next three to five years.



Jonesboro Community Garden greens

Recommendations Matrix

Priority Area	Recommended Strategies		Time Frame
Priority A <i>Equip Current and Beginning Growers</i>	A-1	Expand partnerships for youth engagement through gardening education	Short Term
	A-2	Create shared agricultural resources including a seed library and tool bank	Short Term
	A-3	Support the creation of a home-growers cooperative	Short Term
	A-4	Identify space for a commercial kitchen or value-added processing facility and examine feasibility	Long Term
Priority B <i>Increase Equitable Food Access</i>	B-1	Increase SNAP/WIC enrollment and accept benefits at the Farmers Market	Short Term
	B-2	Expand partnerships to support senior nutrition and growing opportunities including the SCOPE program	Short Term
	B-3	Expand partnerships with faith-based organizations and pantries for food distribution	Long Term
	B-4	Support a fleet of mobile markets	Long Term
	B-5	Create a free/take-what-you-need community stand at the Farmers Market	Long Term
Priority C <i>Promote Local Food System Opportunities</i>	C-1	Increase gardening education opportunities	Short Term
	C-2	Offer classes on cooking and preserving food	Short Term
	C-3	Improve communications on current and future local food system assets and opportunities	Long Term
	C-4	Increase local food and agriculture events	Long Term
Priority D <i>Build on City and County Resources</i>	D-1	Host a seedling sale at the Community Garden to boost revenue and provide a resource for growers	Short Term
	D-2	Enhance the Farmers Market offerings by attracting more produce and food vendors with improved outreach and incentives	Short Term
	D-3	Install a food forest on city-owned land and promote other edible landscaping	Short Term
	D-4	Invest in infrastructure at the Community Garden to expand resource offerings	Long Term
	D-5	Expand community gardens in the City of Jonesboro	Long Term



Jonesboro City Agriculture Plan Kickoff Event, Jonesboro Community Garden

BASELINE CONDITIONS FOR A STRONG LOCAL FOOD SYSTEM

BASELINE CONDITIONS FOR A STRONG LOCAL FOOD SYSTEM

In order to foster a thriving local food system and enhance access to local foods, the City of Jonesboro and Clayton County must establish a supportive policy environment and leverage engaged partnerships.

A **supportive policy environment** includes one where policies, laws and regulations at the city and county level support strong local food systems. Supportive policy will enable collaboration between the city, county, and plan partners through open communication, access to funding and financing, and community outreach and engagement. City assets including available land, building resources, and staff support can enable partners to advance the City Agriculture Plan. The goals of the City Agriculture Plan should be incorporated into future planning efforts so that updates to the Jonesboro Blueprint, the Downtown Jonesboro Community Transformation Concept Plan, and Comprehensive Plan Updates can seamlessly incorporate goals of the City Agriculture Plan into Jonesboro's overarching community goals.



Seedlings, FWA

Examples of supportive policies might include:

- » City incentives for new food services and independent businesses within developments;
- » Creating physical connections between people and resources through edible plantings and beautification;
- » Creating effective outreach and communications for food-related activities and opportunities in collaboration with partners;
- » Utilizing school partnerships to revitalizing efforts to establish youth gardens and implement food education programs;
- » Incorporating growing space and greenspace into new paths, beside new walkways, and within developments.

A central principle of the plan is to advance equity through food justice and food sovereignty. Financial resources and staff time are critical to advancing these goals without straining the capacity of implementation partners. The City of Jonesboro can play a pivotal role by supporting partners through grant applications, assisting in data collection and sharing, facilitating land or building leases, and allocating city funds to initiatives outlined in the plan.

A second key component of a thriving local food system is **engaged partnerships** between the City of Jonesboro and identified organizations whose missions align with plan recommendations. Partners can extend the reach of the local government by taking on the goals and objectives of the City of Jonesboro that lie beyond the expertise, capabilities, or time commitment of local officials. The Jonesboro City Agriculture Plan identifies local partners who can help carry out the plan's recommendations. These partners have been identified through their experience in the industry, shared vision and values, access to area resident networks, and innovative programs that will better the environment for food education, access, and community participation. The City of Jonesboro can support plan implementation partners by facilitating engagement with the partners identified in the City Agriculture Plan; establishing clear and consistent communication to ensure the city and partners' goals are aligned; and by continuing to encourage their added value and contribution to the plan implementation. A regular schedule for meetings and feedback will help keep programs and communications on track.



Jonesboro Chief of Police Tommy Henderson, speaking at the Jonesboro City Agriculture Plan Kickoff Event

JONESBORO IMPLEMENTATION PARTNERS

Leveraging engaged partnerships and supporting ongoing work by local stakeholders is integral to the City Agriculture Plan framework. Below are some of the key organizations that FWA and ARC identified as potential implementation partners for strategies within this Plan. Suggestions for lead and support partners are included in each strategic recommendation.

Organization	Mission & Key Local Food System Work
Arts Clayton	The mission of Arts Clayton is to enrich lives through the arts. They currently offer summer camps, classes, and community gathering space suitable for educational opportunities.
Clayton County Public Schools	CCPS is the 5th largest school district in Georgia committed to serving over 50,000 diverse students just south of metro Atlanta, including the City of Jonesboro.
First Baptist Jonesboro	FBJ was founded in 1825 and has served the community with its ministry for over 190 years including emergency food distribution and service at the Fig Tree Cafe and Magnolia House and Garden.
Hand, Heart, and Soul Project	Hand, Heart, and Soul Project is a not for profit organization that seeks to nurture, celebrate, and advance the needs of the people they serve by creating equitable access to quality educational, nutritional, and community resources. With a focus on educating young minds and preparing them for future leadership, their programs include: » Farm to Early Care and Education » Farmers to Families » Little Lions Farm Stand » Garden stewardship » Policymaker education and advocacy
Jonesboro Community Garden Club	The Community Garden Club of Jonesboro is a collective group of citizens, City officials, and friends coming together for the purpose of growing together at the Jonesboro Community Garden. The Club manages garden administration and programming.
Jonesboro Farmers and Makers Market	The Jonesboro market is hosted by the City every Saturday from 9:00 AM - 1:00 PM at Lee Street Park from May - September to connect local growers and makers with community residents.

Organization	Mission & Key Local Food System Work
Jonesboro First United Methodist Church	Jonesboro First UMC serves the community through a food co-op program, other emergency food distribution, and connection with local health clinics and other programs.
Make It Village	Make It Village was founded to motivate and unify the community by providing access to stimulating educational STEAM opportunities. Their future Jonesboro Campus, Harvest Urban Village, will be a space to create art, take cooking classes, and learn more about sustainable community gardening in a proven environment.
Master Gardener Extension Volunteer Program	The purpose of the Georgia MGEV program is to assist UGA Extension in providing unbiased horticultural information through volunteer community service and consumer horticulture programming. The mission of the MGEV program and that of Extension is to connect the community with research-based, unbiased information.
UGA Clayton County Extension	Clayton County Cooperative Extension extends lifelong learning to county residents through unbiased, research-based education in agriculture, the environment, communities, youth, and families. Their goal is to help Clayton County residents become healthier, more productive, financially independent and environmentally responsible. Clayton County Extension agents stay in touch with issues relevant to people in the county. The Jonesboro Extension office offers soil, plant, and water analysis and holds an annual plant sale for the community.
4-H Youth Development	Georgia 4-H has a mission to assist youth in acquiring knowledge, developing life skills and forming attitudes that will enable them to become self-directing, productive and contributing members of society. This mission is accomplished through hands-on learning experiences and a focus on agricultural and environmental issues, agriculture awareness, leadership, communication skills, foods and nutrition, health, energy conservation and citizenship. 4-H offers clubs centered around cooking, gardening, and community, as well as summer camp programs to engage local youth.

Attachment: Jonesboro City Agriculture Plan (3603 : Jonesboro Agricultural Plan Adoption Resolution)

PRIORITY A: EQUIP CURRENT AND BEGINNING GROWERS

PRIORITY A: EQUIP CURRENT AND BEGINNING GROWERS

Through the community conversations and survey, Jonesboro community members identified the need to support both existing and new growers through expanded programs and as means of increasing equitable food access in Jonesboro. The recommendations in this section aim to bolster the current grower community in Jonesboro and create new opportunities for potential growers by cultivating a culture of inclusion and accessibility. These recommendations will also address solutions to areas of growth identified by residents and stakeholders during the community engagement phase such as the need for a more connected home growers network, youth gardening programs, and a value-added processing facility like a community kitchen.

Equipping current and beginning growers means building upon the community that Jonesboro has already established. Working to strengthen these connections by increasing capacity within the growing community through access to growing resources, land, and knowledge, will help reduce barriers faced by potential and existing growers. Equipping growers with resources and education will create sustainable solutions and support residents' agency and ability to grow fresh produce within their community.



City Councilmember Alfred Dixon, Jonesboro Community Garden

SHORT-TERM STRATEGIES

RECOMMENDATION A-1:

Expand partnerships for youth engagement through gardening education.

During the community engagement phase, residents supported incorporating agriculture and gardening programming into schools and other youth spaces such as summer camps. Gardening education for children can help cultivate a new generation of growers and empower students from early childhood through high school. The Hand, Heart, and Soul Project (HHSP), is a not-for-profit organization that provides children and families access to nutrient-dense foods and works with early childhood education programs to develop holistic programs focused on health, wellness, nutrition, and education. Currently they implement early childhood education (ECE) curricula in five learning centers within Clayton County. In a USDA grant funded report published in 2022, HHSP found that nearly all teachers were ready to implement nutrition education through Farm-to-ECE best practices.

Expanding education programming into elementary and secondary schools within Jonesboro would address food insecurity through community efforts, empower families and students to build skills, and develop strategic partnerships between parents, schools, and community organizations. The City of Jonesboro could create a pilot program at Lee Street Elementary, Fayetteville Elementary, or Arnold Elementary.

By partnering with HHSP, curricula can be adapted and implemented at developmentally appropriate levels alongside school leadership. Make-It-Village, a local STEAAM, agriculture, and arts collective based in Jonesboro, has been working to pilot an agriculture education program at Michelle Obama STEM Academy. HHSP and Make-It-Village have both agreed to assist in the creation of a gardening curriculum to be piloted in one of the identified elementary schools within Jonesboro. Initial steps would include identifying a teacher-leader at a school to work collaboratively with school leadership and external partners.

Shorter term opportunities for expanding youth education options could involve partnering with the Jonesboro Community Garden and Master Gardener Program to create targeted programming for youth as a part of their monthly gardening education series (see Recommendation C-2). Additionally, the City of Jonesboro can utilize connections with the University of Georgia Clayton County Extension Office and the 4-H Youth Development program. Expanding relationships between the city and extension office would increase opportunities to engage more local youth in current opportunities in the region.



Youth gardening at Jonesboro Community Garden (right)

RECOMMENDATION A-1:

Expand partnerships for youth engagement through gardening education.

ADDRESSES

- » **Equip Current & Beginning Growers**
- » Increase Equitable Food Access
- » Expanding Growing Spaces in Jonesboro

POTENTIAL LEAD PARTNERS

- » Hand, Heart, and Soul Project
- » Make It Village
- » UGA Clayton County Extension
- » 4-H Youth Development
- » Master Gardener Volunteer Program

POTENTIAL SUPPORT PARTNERS

- » Jonesboro Community Garden
- » City of Jonesboro
- » Clayton County Public Schools

KEY INITIAL STEPS

- » Connect with 4-H Youth Development program director at UGA Extension
- » Identify pilot school with supportive teacher-leader
- » Develop pilot curriculum alongside Hand, Heart, and Soul Project and Make It Village

RESOURCES/CASE STUDIES

- » [Acta Non Verba](#) is one example of what youth garden education programs through an external partner might look like. Acta Non Verba is an organization based out of Oakland, CA that incorporates youth programming into areas of low-income and food access. Their programming is targeted towards beginner youth growers who might not have had access to green, healthy, growing spaces. They offer summer camps, after-school programming, and monthly farm trips to help grow youth into well rounded citizens. Their after school programming is offered through partnerships with local elementary schools in the area.

RECOMMENDATION A-2:

Create shared agricultural resources including a seed library and tool bank.

A seed library benefits both community growers and the local ecosystem by contributing to the genetic diversity of plants grown in the area, encouraging growers to plant native varieties year after year, and reducing costs for seeds and plant starts. A seed library promotes a culture of sharing, community resilience, and strengthens education about plant varieties.

A seed library in Jonesboro could operate similarly to a traditional book library. Users would “check out” a packet of seeds and return them after the season. Once users raised their own plants and gathered seeds from their harvest, they would add them to the library collection. Under this model, the seed library would be a self-sustaining, community-driven entity.

Currently there is a seed library at Battle Creek Library in Jonesboro. Expanding the current seed library into at least two other locations, such as the Jonesboro Community Garden or Lee Street Elementary, would increase equitable access to growing resources. Expansion costs would include funds for the initial seed packet supply, an organized box or cabinet, and marketing materials. Developers could work alongside the UGA Clayton County Extension Office and Master Gardener Volunteers to identify appropriate seed varieties and sources.

A tool bank would operate similarly and work to cultivate principles of sharing, accessibility, trust, and community building. The presence of a tool bank in Jonesboro would encourage home growing projects that may not have been possible otherwise due to lack of resources. The tool bank could be hosted at the community garden in a shed with a coded lock and a check-out system similar to a library. Loan terms would be based on tool varieties and would be managed by the community garden administration. The initial start-up costs could be higher than that of a seed library, due to acquiring multiple tools to be used and having storage built to contain the inventory, but could be offset by a local tool drive. Instruction on proper tool usage would ensure longevity of the inventory. Depending on the types of tools, renting may require safety training and/or liability waivers. Training and education would also serve as marketing and help promote the existence of the program.



Seedlings, FWA

RECOMMENDATION A-2:

Create shared agricultural resources including a seed library and tool bank.

ADDRESSES

- » Equip Current & Beginning Growers
- » Increase Equitable Food Access
- » Build on City and County Resources

POTENTIAL LEAD PARTNERS

- » City of Jonesboro, Department of Public Works
- » Jonesboro Community Garden
- » Battle Creek Library

POTENTIAL SUPPORT PARTNERS

- » UGA Clayton County Extension
- » Master Garden Volunteer Program

KEY INITIAL STEPS

- » Identify locations for expanded seed library and tool bank
- » Develop administration and management structure
- » Obtain tools and seeds
- » Develop training schedule for tool library usage
- » Develop marketing materials to increase community awareness and participation

RESOURCES/CASE STUDIES

- » [The Hickory Flat Library](#) in Cherokee County, GA hosts a seed library. Renting from the library requires members to fill out a membership form before they are allowed to choose from the wide selection donated by master gardeners in the area, and local seed companies. The library is organized based on types of plant, and ease of growing to increase accessibility for all levels of growers. The motivation to create the library was to help gardeners in the area learn about seed saving, promote biodiversity, and expand the practice of seed libraries to the state of Georgia. The library was opened and maintained in conjunction with the University of Georgia Extension Office in Cherokee County and library staff.

RECOMMENDATION A-3:

Support the creation of a home-growers cooperative.

According to the community survey, over 58% of respondents reported growing food at home, and an additional 33% of respondents expressed the need for a home-growers cooperative network to support their capacity and foster community. The cooperative could be a resource for knowledge sharing, offering assistance in starting garden beds, sharing seedlings, exchanging harvests, discussing best practices, and advertising local food events and activities within the City of Jonesboro and surrounding community.

A home-growers cooperative in Jonesboro could be both a digital and physical space. Creating an online community that is centralized, accessible, inclusive, and easily navigated would help new and current growers feel empowered with knowledge and support to grow their own food. A digital space would include a younger audience and create intergenerational connections within the community. The home-growers cooperative could be piloted by members of the Jonesboro Community Garden, and identified home-growers in the area. The online space should be established collectively among initial members. Potential websites include Facebook, Reddit, or an independently created free website via WordPress or Wix.

In addition to an online forum, a physical space for the home-growers co-op could be established at the Jonesboro Farmers and Makers Market. A dedicated booth at the market could be a space to sell excess produce and market the cooperative itself. Over 40% of survey respondents expressed the need for more local food offerings and expanding the offerings at the current farmers market. By establishing a home-growers booth at the farmers market, it would provide an additional fresh produce, allow growers to have an alternative source of income, and contribute to the creation of a wider growing community in Jonesboro. A home-growers cooperative could be expanded through new and existing volunteers to the Master Gardener Program and the 4-H Youth Development Program, offered through the UGA Clayton County Extension. The Master Gardener Volunteer Program seeks to expand its members, who must maintain volunteer hours annually in the community through project assistance and education.



Farmers market basket, FWA

RECOMMENDATION A-3:

Support the creation of a home-growers cooperative.

ADDRESSES

- » Equip Current & Beginning Growers
- » Promote Local Food System Opportunities
- » Increase Equitable Food Access

POTENTIAL LEAD PARTNERS

- » UGA Clayton County Extension
- » City of Jonesboro
- » Master Gardener Volunteer Program
- » Jonesboro Community Garden

POTENTIAL SUPPORT PARTNERS

- » Local religious organizations
- » Community Garden participants

KEY INITIAL STEPS

- » Identify leadership and potential founding members to begin network
- » Identify and build out platforms for communication
- » Identify funding for initial supplies needed
- » Create marketing materials and campaign to increase community participation
- » Coordinate with the City of Jonesboro for a space at the Farmers and Makers Market

RESOURCES/CASE STUDIES

- » According to the Oregon State University Extension Office, belonging to an agricultural organization has multiple benefits. Potential benefits include increased business networking and marketing opportunities, improved relationships among other growers, advocacy for issues, and increased opportunities for educational programming and connection with other growers. Agricultural organizations, such as a home-growers cooperative, would increase modes of communication among growers in the area, and be tailored to serve Jonesboro residents and community garden members. An example of an agricultural organization is Keep Growing Detroit. Keep Growing Detroit is a local cooperative which assists urban growers in the Detroit Metropolitan area by providing them with high quality resources for their growing operations. Staff also provides technical assistance for growers. The home-growers cooperative in Jonesboro would be able to provide similar services through knowledge sharing, resource sharing, and community support.

LONG-TERM STRATEGIES

RECOMMENDATION A-4:

Identify space for a commercial kitchen or value-added processing facility and explore feasibility.

During the community engagement and planning phases, residents expressed interest in the use of a commercial kitchen to produce value-added goods and prepared food products. Additionally, residents expressed a strong interest in cooking classes. This facility could function as a space for education, health and wellness programming, and small business opportunities. Exploring the feasibility of a commercial kitchen space would help provide an in-depth blueprint for development and future implementation. A commercial kitchen would provide the space and opportunity for vendors at the Farmers and Makers Market to preserve or prepare food to be sold while adhering to state licensing requirements. Residents in Jonesboro have reported purchasing fresh produce, but are interested in learning more about how to prepare it. A commercial kitchen would provide space for educational opportunities about preparing and cooking fresh produce.

The first step in implementing this recommendation is to identify existing commercial kitchens in Jonesboro. There is currently a commercial kitchen space located in Douglas High School which could potentially be used to accommodate more in-depth programming and rental capacity for small businesses and independent growers. Other facilities that have commercial kitchen space include First Baptist Church and First United Methodist Church. Make It Village is currently constructing their Urban Village within Jonesboro which would have a commercial kitchen space on their property for potential use by city residents. The kitchen could potentially build upon the “Produce Powerhouse Party” series, an online program hosted by the University of Georgia Extension Office which focuses on purchasing and preparing fresh produce. Make It Village, UGA Extension Office, and Hand, Heart, and Soul Project could be potential leaders in curating public classes on cooking and preserving homegrown food.

A feasibility study would need to explore zoning requirements within the City of Jonesboro or Clayton County, ownership agreements which may include a memorandum of understanding or a lease agreement, and business considerations such as start-up and maintenance costs. The City of Jonesboro could initiate a request for proposals (RFP) to pinpoint a suitable research and business development partner. The study, designed to include insights from the target audience, including home-growers, farmers market vendors, and program coordinators for a cooking series, would consider regulatory compliance needs, including licensing requirements, zoning laws, and health and safety standards. Additionally, it would explore operational considerations such as maintenance, management, and security measures.



Commercial kitchen

RECOMMENDATION A-4:

Identify space for a commercial kitchen or value-added processing facility and explore feasibility.

ADDRESSES

- » Equip Current & Beginning Growers
- » Increase Equitable Food Access
- » Promote Local Food System Opportunities
- » Build Upon City and County Resources

POTENTIAL LEAD PARTNERS

- » City of Jonesboro
- » Make It Village
- » Jonesboro Farmers Market
- » Jonesboro Community Garden

POTENTIAL SUPPORT PARTNERS

- » Hand, Heart, and Soul Project
- » First Baptist Church
- » First United Methodist Church

KEY INITIAL STEPS

- » Identify potential spaces for a pilot commercial kitchen program at schools, religious organizations such as the First United Methodist Church and First Baptist Church, or City-owned buildings
- » Market use of existing kitchen space and analyze interest from potential clients
- » Use data to determine need for a feasibility study for a dedicated commercial kitchen and education space

PRIORITY B: INCREASE EQUITABLE FOOD ACCESS

PRIORITY B: INCREASE EQUITABLE FOOD ACCESS

Jonesboro residents and steering committee members identified building equitable food access and food security into the plan's goals as a top priority. Meeting the goal of food access and food security will ensure Jonesboro community members have physical and economic access to sufficient, safe, and nutritious food at all times to meet their dietary needs and food preferences in order to lead a healthy and active life¹.



Farmers Market, FWA

¹. FAO, 2006

Food Justice and Food Sovereignty

Residents highlighted the need to go beyond increased access to create a shared understanding of how a thriving local food system also embeds food justice and food sovereignty, and to incorporate these themes into the report to reflect the city's values. Food justice moves to eliminate disparities in food access caused by systemic problems of race, gender, politics, and socioeconomic disparities². Food sovereignty embraces the rights of people not only to have access to healthy and culturally appropriate foods but to define their own food and agriculture systems. Food sovereignty initiatives place the needs of those who produce, distribute, and consume at the center of food systems and policies, rather than the demands of markets and corporations³. The concept of food sovereignty is defined by the United Nations and includes localized food systems, local control that rejects privatization and commodification of food, respecting local ecosystems and shared knowledge of agricultural practices, and prioritizing small-scale agriculture and resilience within its Six Pillars of Food Sovereignty⁴.

The recommendations in this section seek to strengthen collaborative, community-based solutions to issues of food access that center and empower residents and growers.



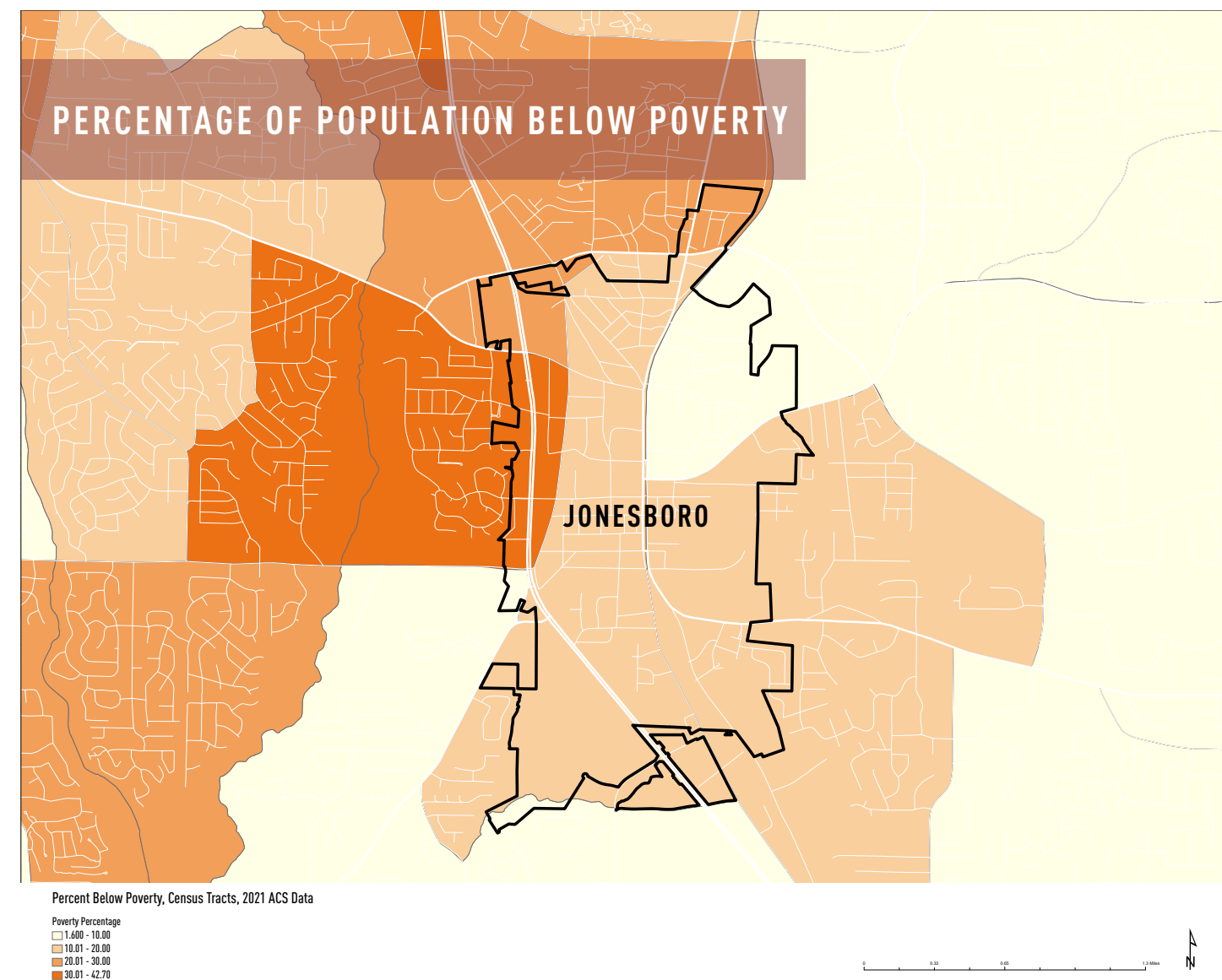
Farmers Market, FWA

2. Food Justice in US and Global Contexts, 2017

3. Food Justice in US and Global Contexts, 2017

4. Food Secure Canada, 2012

The map below indicates the percentage of Jonesboro's population who are below the federal poverty level, as determined by the U.S. Census Bureau in 2021. The census tract that borders the west side of the city has the highest poverty rate at between 30% and 42.7% of the population. North of the city is also a higher poverty rate of between 20% and 30% of the population. The majority of Jonesboro's population has between 10% and 20% of residents that are at or below the federal poverty level.



Source: U.S. Census Bureau, 5-year ACS Data, 2021

SHORT-TERM STRATEGIES

RECOMMENDATION B-1:

Increase SNAP/WIC enrollment and accept benefits at the Farmers Market.

The Jonesboro Farmers Market is hosted by the city and held each Saturday from May-September at Lee Street Park. Residents who participated in community surveys and focus groups all expressed that the number of fresh produce vendors at the Farmers Market is limited. This plan acknowledges the need to expand the presence of local produce and aims to incorporate more local food vendors into the current farmers market through partnerships with farmers, the creation of a home grower's cooperative, and the development of a commercial kitchen space.

To increase access to fresh, locally grown food for families and individuals receiving federal nutrition benefits, the City of Jonesboro can enroll in a program which would double SNAP/EBT dollars at the farmers market. Wholesome Wave Georgia is a non-profit organization dedicated to increasing access to fresh, healthy, local food for all Georgians. Through the Georgia Fresh for Less program, Wholesome Wave Georgia matches SNAP/EBT dollars spent on fresh produce at farmers markets. The program would connect low-income families to fresh, local produce while also making it clear that they are welcome at the Jonesboro Farmers Market and increase an overall sense of community.



SNAP and WIC company logos

RECOMMENDATION B-1:

Increase SNAP/WIC enrollment and accept benefits at the Farmers Market.

ADDRESSES

- » **Increase Equitable Food Access**
- » Build on City and County Resources

POTENTIAL LEAD PARTNERS

- » Wholesome Wave Georgia
- » Jonesboro Farmers and Makers Market

POTENTIAL SUPPORT PARTNERS

- » City of Jonesboro
- » Hand, Heart, and Soul Project

KEY INITIAL STEPS

- » Coordinate with Wholesome Wave Georgia to explore expanding Fresh for Less program to Jonesboro Farmers and Makers Market

RESOURCES/CASE STUDIES

- » Wholesome Wave Georgia currently partners with 37 metro Atlanta markets for their Fresh for Less program, including two sites facilitated by the Hand, Heart, and Soul Project - the Little Ones Learning Center Farm Stand and the Unity Farm Stand and Market. Jonesboro should coordinate with these local partners to glean best practices for accepting and leveraging EBT benefits at the market. Wholesome Wave Georgia's 2016 customer survey showed that this program helped 80% of shoppers increase their daily servings of fresh fruits and vegetables. It also helps to boost produce sales, supporting and encouraging additional farmer vendors at the market and contributing to the local economy.

RECOMMENDATION B-2:

Expand partnerships to support senior nutrition and growing opportunities including the SCOPE program.

Supporting and increasing access to local food for seniors is an important aspect of this plan. Jonesboro community survey respondents tended to skew older, with 85% of participants being over the age of 40, and 39% of residents being over the age of 50. Respondents indicated the need for accessible gardening spaces for older residents, volunteers or youth programs to help facilitate care and creation of garden boxes, and an overall interest in wanting increased access to fresh, local produce. These types of programs would increase physical and mental well being for senior residents and provide opportunities for intergenerational cooperation.

The City of Jonesboro Police Department currently operates the SCOPE program, Senior Citizens Outreach Plus Engagement. This program uniquely benefits the senior community by providing social interaction through wellness checks paired with needed resources including fresh produce from the Jonesboro Community Garden. As of 2023, the program serves approximately 17 participants. The SCOPE program primarily serves senior homeowners, and the donated food is grown by both home growers and at the Jonesboro Community Garden. The SCOPE program can be expanded by increasing individual enrollment and by partnering with existing hubs for senior activity including the Battle Creek Senior Center, Charles Griswell Senior Center, and HearthSide Jonesboro, a 55+ community.

Expansion of this program will require increased capacity from the Police Department staff and additional resources such as a refrigerated truck or produce holding space and new distribution partners and volunteers should be considered.



Community Garden Club President Mary Bruce, Jonesboro Community Garden

RECOMMENDATION B-2:

Expand partnerships to support senior nutrition and growing opportunities including the SCOPE program.

ADDRESSES

- » **Increase Equitable Food Access**
- » Promote Local Food System Opportunities
- » Build on City and County Resources

POTENTIAL LEAD PARTNERS

- » Jonesboro Community Garden
- » Master Gardener Volunteer Program
- » UGA Clayton County Extension

POTENTIAL SUPPORT PARTNERS

- » Make It Village

KEY INITIAL STEPS

- » Identify current growing capacity for donations including at the expanded SCOPE space at the Jonesboro Community Garden, through the home growers cooperative network, and other partners
- » Use capacity determinations to target expanded enrollment from individuals
- » Advertise program at senior centers to gauge additional needs for senior nutrition services
- » Consider adding gardens at senior centers and the new senior residence facility in Jonesboro

RESOURCES/CASE STUDIES

- » UGA Extension Cherokee County utilizes the expertise and volunteer commitment of their Master Gardeners program to help maintain a community garden at the Cherokee County Senior Center. The space hosts over 30 accessible raised beds that rent for \$20 per year to allow for two season warm and cold growing. This could be a model for expanding senior gardening and produce accessibility by adding growing spaces with dedicated service from UGA Extension and knowledgeable gardeners to Jonesboro area senior centers.

LONG-TERM STRATEGIES

RECOMMENDATION B-3:

Expand partnerships with faith-based organizations and pantries for food distribution.

A variety of organizations in Jonesboro distribute food for those who need it, including local food pantries and religious organizations. During the community engagement process, stakeholders indicated the need for a centralized location to list the organizations that distribute meals or provide mobile markets, and when these services are available. For example, Eat Rite Atlanta offers a mobile farmers market with wholesale foods periodically at Kaiser Permanente Southwood Comprehensive Medical Center. This is a way for local residents to buy fresh vegetables at a discounted cost. The county also operates the Clayton Community Garden behind the Clayton Community Center. The Salvation Army and Diving Faith Ministries International both operate food pastries in the greater Jonesboro area. A first step is to identify all area organizations who serve and distribute meals, and then to create and maintain these resources in a centralized location. Information should be hosted by the City of Jonesboro for residents and community members to access.



Food distribution facility, FWA

RECOMMENDATION B-3:

Expand partnerships with faith-based organizations and pantries for food distribution.

ADDRESSES

- » Increase Equitable Food Access

POTENTIAL LEAD PARTNERS

- » City of Jonesboro

POTENTIAL SUPPORT PARTNERS

- » Make It Village
- » Jonesboro First United Methodist Church
- » First Baptist Jonesboro

KEY INITIAL STEPS

- » Identify local food pantries and faith-based organizations who lead food and meal distributions
- » Create listing of resources for food access webpage on City of Jonesboro site to increase community awareness

RESOURCES/CASE STUDIES

- » Clayton State University offers a list of food pantries on its website: [Family Resources Food Pantries - Clayton State University](#). [FoodPantries.Org](#) set up a directory of Food Banks, Soup Kitchens, and non-profit organizations committed to fighting hunger. Information is collected through form submissions on the website.
- » [Jonesboro GA Food Pantries](#) | [Jonesboro Georgia Food Pantries, Food Banks, Soup Kitchens.](#)

RECOMMENDATION B-4:

Support a fleet of mobile markets.

Current food distribution and access points in Jonesboro are place-based and time-bound, making it difficult for some residents without access to reliable transportation or flexible schedules to utilize them. Mobile markets would be a flexible solution that could bring fresh, healthy food options to locations best positioned to serve the Jonesboro community at optimal times. Enabling mobile markets to distribute food in Jonesboro will help food access throughout the city. The City of Jonesboro will need to identify spaces where mobile markets can travel and be stationed. Jonesboro currently allows food trucks in limited locations, and a zoning review will be needed to ensure mobile markets are allowed increased location and time access to distribute.

Make It Village plans to distribute food in the community through a fleet of mobile markets in the next 3 years, making them a key infrastructure partner in increasing flexible food access points. Local food sourcing and farmer partnerships should be a key element of this program development to make the local mobile markets an additional entrepreneurial opportunity and support for Jonesboro area growers.



Food Share mobile market

RECOMMENDATION B-4:

Support a fleet of mobile markets.

ADDRESSES

- » **Increase Equitable Food Access**
- » Build on City and County Resources

POTENTIAL LEAD PARTNERS

- » City of Jonesboro
- » Make It Village

POTENTIAL SUPPORT PARTNERS

- » Jonesboro Community Garden
- » UGA Extension Clayton County
- » Atlanta Harvest

KEY INITIAL STEPS

- » Identify lead infrastructure partner for use of mobile market vehicles
- » Identify key spaces for mobile markets that best reach the community and confirm zoning variance needs
- » Reach out to grower partners for hyper-local sourcing from Jonesboro area gardens and farms
- » Design a marketing campaign to ensure community awareness
- » Pilot one mobile market route and document learnings

RESOURCES/CASE STUDIES

- » UGA Extension Fulton County runs the Fulton Fresh program that incorporates nutrition education programming with a Mobile Market. The Market runs seasonally and makes multiple coordinated stops throughout the county on a weekly basis. Attendees have the option to participate in nutrition education classes and cooking demonstrations as well as get a free bag of in-season produce. Jonesboro should look to this model as a way to incorporate community engagement into a mobile market model and offer free as well as for-sale food options.

RECOMMENDATION B-5:

Create a free / take-what-you-need community stand at the Jonesboro Farmers and Makers Market.

Community members and the steering committee emphasized the need for the City Agriculture Plan to increase equitable access to fresh, healthy foods for all residents of Jonesboro. In Jonesboro, 38.3% of residents had an income below the poverty level in 2021, which was 63.4% greater than the poverty level of 14.0% across the entire state of Georgia according to the U.S. Census Bureau.

Barriers to food access for those experiencing poverty and many more residents that aren't captured in these statistics are structural, physical, and financial. Community-based solutions outside of traditional food system structures or charity models are an important component of meeting food access needs in the long term. A free/take-what-you-need community food stand at the Jonesboro Farmers and Makers Market and/or Jonesboro Community Garden can be an additional local food access resource and community building effort. As growing efforts increase within the city through new and expanded gardens and increasing number of home growers, excess food can be coordinated for distribution at this stand to support residents in need.



Farmers Market Image, FWA

RECOMMENDATION B-5:

Create a free / take-what-you-need community stand at the Jonesboro Farmers and Makers Market.

ADDRESSES

- » Increase Equitable Food Access
- » Build on City and County Resources

POTENTIAL LEAD PARTNERS

- » Jonesboro Farmers and Makers Market
- » City of Jonesboro; Jonesboro Community Garden
- » Hand, Heart, and Soul Project

POTENTIAL SUPPORT PARTNERS

- » Local faith-based organizations, local food pantries
- » Future Jonesboro home growers cooperative

KEY INITIAL STEPS

- » Identify organizations already participating in food distribution in Jonesboro
- » Embed community provision in the tenants of the proposed home growers cooperative
- » Identify organizational lead or volunteer team to staff weekly stand
- » Coordinate distribution of excess food through a weekly stand

RESOURCES/CASE STUDIES

- » Community Farmers Markets, a local farmers market management non-profit, partners with Atlanta-based food cooperative, Urban Recipe to provide free, shelf-stable food at five MARTA Market locations each week. Customers have the opportunity to take additional pantry items to supplement their market purchases. Management of this free/take-what-you-need component of these five markets should be examined as a model for incorporating something similar at Jonesboro locations.

PRIORITY C: PROMOTE LOCAL FOOD SYSTEM OPPORTUNITIES

PRIORITY C: PROMOTE LOCAL FOOD SYSTEM OPPORTUNITIES

Jonesboro community members expressed the desire to promote new local food system opportunities and to increase communications for existing programs. Over 47% of community engagement participants expressed the need for better marketing when it comes to highlighting the local food system opportunities that Jonesboro has to offer. Public participation at Hand, Heart, and Soul Project's 6th Annual Clayton County Block Party revealed the desire for more cooking classes, opportunities to learn how to grow food, and healthier grocery options. Currently, the city operates a Community Garden, a seasonal Farmer and Makers Market, and classes led by the University of Georgia Clayton County Extension office to educate residents about procuring, storing, and preparing fresh produce. This is in addition to other events, educational opportunities, and food distributions held by local organizations that residents could better participate in with increased marketing and awareness. There is a pressing need for comprehensive communication channels within the community and opportunities to enhance and expand upon current programming.

The subsequent recommendations aim to address the identified gaps and highlight opportunities outlined during the community engagement phase. Education opportunities, events, and resources discussed in this recommendation leverage existing programming in the area. Ultimately, these recommendations aim to create a more vibrant, connected, and informed community in Jonesboro, where the local food system is celebrated and accessible to all.



Food education, FWA

SHORT-TERM STRATEGIES

RECOMMENDATION C-1:

Increase gardening education opportunities.

The Jonesboro City Agriculture Plan can build upon existing gardening education opportunities and create new ones by leveraging partnerships. The UGA Clayton County Extension’s Master Gardener Volunteer Program offers garden education for adults and for youth via the Extension’s 4-H Program. For example, the Master Gardener program recently offered a gardening education program at Stately Oaks in Jonesboro and created signage to identify plants. Extension is working to expand the number of Master Gardeners in Clayton County as the annual volunteer requirements for the program can support expanded plantings and community education opportunities throughout the year. Extension could provide guest lecturers to programs such as the Jonesboro Community Garden “Learn & Grow” gardening education classes which they aim to make into a monthly series.

The Jonesboro Community Garden has identified classroom space needs to expand education opportunities. They currently have seed funding from the City of Jonesboro for a gazebo that could serve to create a small classroom space, or could be leveraged to create a larger pavilion space. Existing underutilized buildings or local churches, such as First Baptist and First United Methodist, may offer other classroom options. Potential partners, such as the Hand, Heart, and Soul Project and Make It Village, already include education as key offerings for their programming. Collaboration will be key to increasing gardening education opportunities.



Outdoor classes, FWA

RECOMMENDATION C-1:

Increase gardening education opportunities.

ADDRESSES

- » **Promote Local Food System Opportunities**
- » Equip Current & Beginning Growers
- » Build on City & County Resources

POTENTIAL LEAD PARTNERS

- » City of Jonesboro
- » Master Gardener Volunteer Program
- » UGA Clayton County Extension
- » Jonesboro Community Garden

POTENTIAL SUPPORT PARTNERS

- » Hand, Heart, and Soul Project
- » Local religious organizations, Schools, senior centers
- » Make It Village

KEY INITIAL STEPS

- » Identify spaces for classroom and outdoor education
- » Collaboratively develop curriculum and class schedule
- » Identify community outreach strategies to promote participation

RESOURCES/CASE STUDIES

- » [UGA Extension Office Cooking Classes](#)
- » The Atlanta Botanical Garden offers continuing education that changes according to seasons and includes all age groups and abilities. [Atlanta Botanical Garden | Classes & Education \(atlantabg.org\)](#)

RECOMMENDATION C-2:

Offer classes on cooking and preserving food.

At a back-to-school block party event hosted by the Hand, Heart, and Soul Project, Jonesboro families indicated that they know how to purchase healthy foods, but would like further instruction on how to prepare fresh produce. The Jonesboro City Agriculture Plan aims to expand access to fresh, local produce as well as increasing knowledge of how to prepare and preserve that food. This will support Jonesboro residents' ability to enjoy what they have grown or obtained from local growers and increase community control of production and distribution of foods.

Cooking classes can be held in a variety of places. This plan provides the basis for a feasibility study for a community kitchen (see Recommendation A-4). Until such space is built in Jonesboro, the Jonesboro Farmers and Makers Market and kitchens identified in schools or faith based partner spaces could be utilized. Food preservation requires extra care and must be preserved in a certified or inspected kitchen if being sold as a commercial product. The cooking classes described here would be solely for education purposes, rather than preserving or processing food for sale.

The University of Georgia Extension Office in Clayton County hosts a "Produce Powerhouse Party" series which focuses on preparation of produce and produce education. The series operates during the summer growing season via the Family and Consumer Sciences Department. In addition, the Hand, Heart, and Soul Project and the Jonesboro Community Garden have both expressed interest in creating a cooking class series. Partners should work together to identify spaces for hosting cooking classes and collaborate on curriculum development.



Jarred preserves, FWA

RECOMMENDATION C-2:

Offer classes on cooking and preserving food.

ADDRESSES

- » **Promote Local Food System Opportunities**
- » Equip Current & Beginning Growers
- » Build on City & County Resources

POTENTIAL LEAD PARTNERS

- » Hand, Heart, and Soul Project
- » UGA Clayton County Extension
- » Make It Village
- » Jonesboro Farmers Market

POTENTIAL SUPPORT PARTNERS

- » Jonesboro Community Garden
- » First United Methodist Church
- » First Baptist Church
- » Local schools

KEY INITIAL STEPS

- » Increase partnership between the Jonesboro Community Garden and UGA Clayton County Extension Office to include food preparation and preservation classes
- » Identify a location for expanded community classes
- » Identify course instructors and schedule
- » Coordinate Farmers Market cooking demonstrations to promote class offerings

LONG-TERM STRATEGIES

RECOMMENDATION C-3:

Improve communications on current and future local food system assets and opportunities.

There are several local messaging approaches that the City of Jonesboro and partners could pursue to increase communications on current and new food systems assets. A few of them include:

- » Adding signage
- » Creating a dedicated webpage hosted by the City of Jonesboro
- » Social media
- » Branding for flyers and posters in the community

The City of Jonesboro has existing and proposed assets that will benefit from branding and signage including the Jonesboro Community Garden, the Jonesboro Farmers Market, and proposed sites for new community gardens, plantings, and beautification. Larger signs will raise awareness to those passing by, and smaller signs might identify the plants or the groups who assisted in creating or beautifying the spaces.

Communication in the city about food system activities is one area identified for improvement, and a dedicated webpage on the City of Jonesboro website will help residents with a centralized location to learn about offerings throughout the city. Collaboration with the County to link the City of Jonesboro webpage to Clayton County and UGA Clayton County Extension activities will help increase intergovernmental efforts. The Master Gardener Volunteer Program spreads information on food and agriculture events through their network by word of mouth, and has an email distribution list for county residents who have requested soil testing services. The site can also link to partner activities and programs to increase community awareness. The City of Jonesboro and partners can elevate programs and activities through a coordinated social media campaign and regular postings.

Branding developed for the Jonesboro Farmers Market and Community Garden signs can be expanded to print for display throughout the community and to local partner organizations. This will help reach those who do not have access to social media and to raise general awareness of these programs in Jonesboro.



Garden signage, FWA

RECOMMENDATION C-3:

Improve communications on current and future local food system assets and opportunities.

ADDRESSES

- » **Promote Local Food System Opportunities**
- » Equip Current & Beginning Growers
- » Build on City & County Resources

POTENTIAL LEAD PARTNERS

- » City of Jonesboro
- » Jonesboro Farmers and Makers Market
- » Jonesboro Community Garden

POTENTIAL SUPPORT PARTNERS

- » Arts Clayton
- » Make It Village
- » Hand, Heart, and Soul Project
- » UGA Clayton County Extension

KEY INITIAL STEPS

- » Create a web page at City of Jonesboro dedicated to food and agriculture communications
- » Develop branding and signage for current City agriculture assets

RESOURCES/CASE STUDIES

- » **East Point Grown:** Under their City Agriculture Plan, the City of East Point created an umbrella marketing brand for local food and agriculture activity: East Point Grown. This built on the recognizable larger state and regional brands of Georgia Grown and AgLanta Grown. While Jonesboro does not need to create an independent branding scheme for their food system work, they can look to East Point Grown's website, www.eastpointgrown.org, as an example of a centralized community resource. This website includes a calendar of related events, a directory of local food and agriculture organizations, resources on where to access food distributions and gardens in the city, and a sign up service for a new compost drop off program. A similar page could be hosted on the City's website to inform the community of local offerings and highlight the work of partner organizations.

RECOMMENDATION C-4:

Increase local food and agriculture events in Jonesboro.

Elevating existing local food events and working with partners to increase the number and types of event offerings is a useful strategy to build community identity and pride around local food and agriculture, while showcasing and supporting the efforts of local growers, partners, the Jonesboro Community Garden, and the Jonesboro Farmers Market. One-off or recurring events can build upon existing programming such as having pop-up farmers markets at alternative times, increasing gardening education classes currently offered monthly at the Community Garden, and increasing the Jonesboro-based work of UGA Clayton County Extension through the Master Gardeners and 4-H programs. As new growing spaces are created or expanded, events can celebrate these successes and highlight new resources for the community.

Larger annual events can also bring together collaborative partners and serve as a means of community connection. An annual harvest event held at the Jonesboro City Center, as proposed by the Hand, Heart, and Soul Project can help build networks and raise awareness of County offerings. An annual kickoff event for the Community Garden season and SCOPE program can help build enthusiasm and coordinate growing efforts and ideas.



Community Group, Jonesboro Community Garden

RECOMMENDATION C-4:

Increase local food and agriculture events in Jonesboro.

ADDRESSES

- » Promote Local Food System Opportunities
- » Equip Current & Beginning Growers
- » Build on City & County Resources

POTENTIAL LEAD PARTNERS

- » City of Jonesboro
- » Jonesboro Community Garden
- » Jonesboro Farmers and Makers Market
- » Hand, Heart, and Soul Project
- » UGA Clayton County Extension
- » Master Gardener Volunteer Program
- » 4-H Youth Development Program

POTENTIAL SUPPORT PARTNERS

- » Make It Village
- » Arts Clayton

KEY INITIAL STEPS

- » Identify current events, both one-off and recurring to populate the events calendar on the City's webpage.
- » Work with partners to collaborate on new events to reach more community members and connect them to opportunities to access and grow local food.
- » Incorporate food and agriculture promotion into related events such as those focused on health and wellness, sustainability, and general community building.
- » Form a project team and begin a plan for an annual harvest event at the Jonesboro City Center to highlight the City Agriculture Plan, local partners' work, and serve as a community celebration of local food.

RESOURCES/CASE STUDIES

- » Groundwork Atlanta and AgLanta Grown co-produce AgLanta Eats, an annual hyper local food festival at the Atlanta Botanical Gardens. This event celebrates, educates, and unites the local food system while raising funds to support Atlanta food producers. The event annually attracts hundreds of community members and local leaders for the opportunity to interact with area farmers and food producers and build community within the local food system. Funds raised by the event support the expansion of local food production in the city of Atlanta. Jonesboro should consider this model when establishing a project plan for a large annual food and agriculture celebration.

PRIORITY D: BUILD ON CITY AND COUNTY RESOURCES

PRIORITY D: BUILD ON CITY AND COUNTY RESOURCES

The City of Jonesboro recognizes the need for local food and agriculture to become more of an integral part of the community. Currently, their main investments are in the Jonesboro Farmers and Makers Market and Jonesboro Community Garden. Both assets seek to increase residents' access to fresh, local food options and build community connections.

The UGA Clayton County Extension, in conjunction with the city, started the Jonesboro Farmers and Makers Market in 2018 on a vacant city lot. As the market grew in popularity and size, it was moved to the marketplace area of the newly constructed Lee Street park. Today, over 50 vendors are on the market roster which has grown to be a staple in the city as it runs weekly from the first Saturday in May through the last Saturday in September. There is a city budget of \$1,000 allocated for the operation of the farmers market annually.

The vision for the community garden grew out of the COVID-19 pandemic need to increase contact with vulnerable populations in the city, including senior citizens. The Jonesboro Community Garden opened in April 2021 and received enthusiastic support from the community. The garden hosts 42 raised beds, a newly installed orchard with 38 plantings, a native plant garden, and a 1/8 acre devoted to growing vegetables for the police department's SCOPE (Senior Citizens' Outreach Plus Engagement) initiative. The garden's budget is included in the police department's community outreach funds and totals \$10,000 annually.

Building on these and other existing resources will enhance the connection with the community and give residents an opportunity to shape the city landscape while expanding education and healthy food access.



John Burden, Director of Public Works, Jonesboro Community Garden

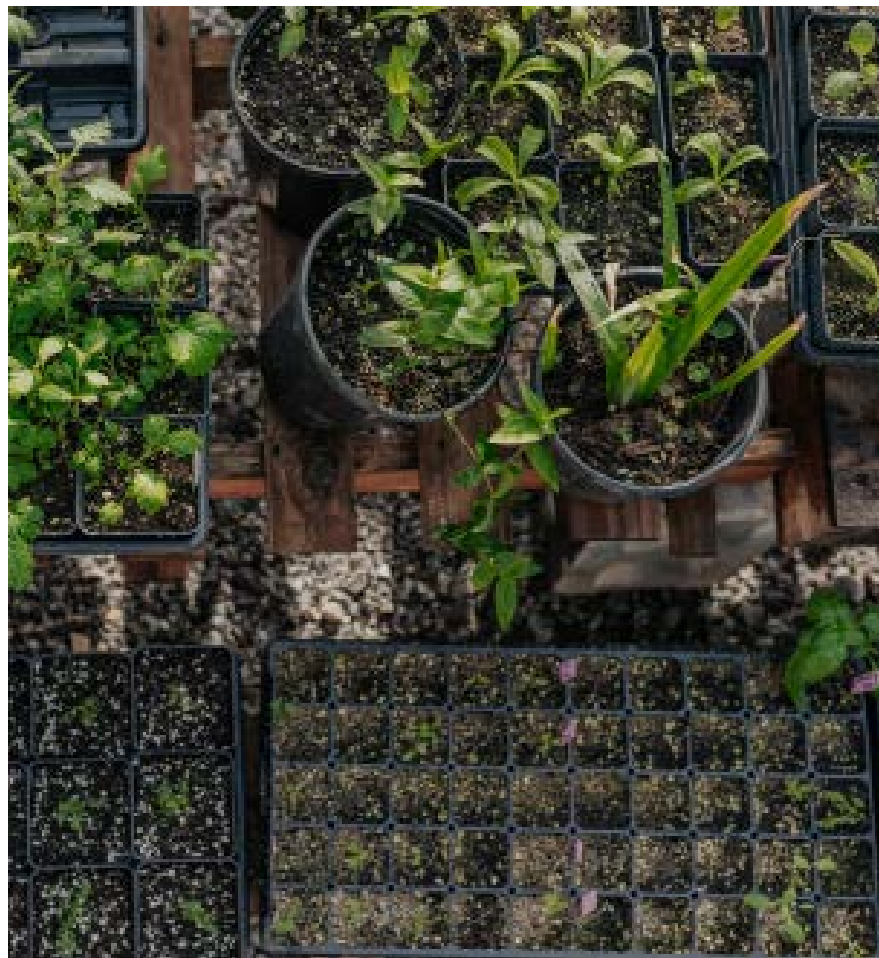
SHORT-TERM STRATEGIES

RECOMMENDATION D-1:

Host a seedling sale at the Community Garden to boost revenue and provide a resource for growers.

An annual plant sale at the Jonesboro Community Garden will help kick off the growing season and provide a variety of plants to help growers as they plan their warm-weather gardens. This event, timed in the spring to align with the first planting date, can include summer vegetable starts, herbs, perennials, and fruit bearing plants. Native plant education and resources at the sale can help new and current growers learn about the different varieties, and the sale of plants can boost revenue for the garden. The sale will enable both community garden growers and local home growers to start their summer gardens. The garden sale could grow to include partners; Swints Feed & Garden sells many garden products and a variety of bulk vegetable seeds, and ARC previously managed a greenhouse on Clayton County-owned land that could be studied for feasibility of use and partnership. Residents could also have the opportunity to partner by subdividing and donating perennials.

Seeds are typically started in a controlled environment such as a greenhouse or hoop house. A structure and location should be identified, as well as staff or volunteers to tend to the new seedlings. Signs to identify plants are a great way to educate, and seedlings can be grouped together in themes such as herb garden basics and flower cutting gardens. The seedling sale can grow into a spring festival with youth activities, music, and more.



Community garden seedlings (right)

RECOMMENDATION D-1:

Host a seedling sale at the Community Garden to boost revenue and provide a resource for growers.

ADDRESSES

- » **Build on City & County Resources**
- » Equip Current & Beginning Growers

POTENTIAL LEAD PARTNERS

- » Jonesboro Community Garden
- » City of Jonesboro
- » Master Gardener Volunteer Program

POTENTIAL SUPPORT PARTNERS

- » UGA Clayton County Extension

KEY INITIAL STEPS

- » Identify a controlled environment and seasonal support for seed starting
- » Identify staff and volunteers to facilitate the event from the community garden club, home-growers cooperative, and other partners
- » Source supplies and signage
- » Develop marketing materials to promote the event to the community

RESOURCES/CASE STUDIES

- » [Trees Atlanta Native Plant Sale](#)
- » [Georgia Audubon Seasonal Plant Sales](#)

RECOMMENDATION D-2:

Enhance the farmers market offerings by attracting more produce and food vendors with improved outreach and incentive for growers.

Fresh produce is a key ingredient to the success of a farmers market, along with fresh eggs, dairy, and preserved foods. Increasing local food production and sale at the market not only boosts the local economy, but increases healthy food options and grows community. Although the Jonesboro Farmers Market hosts over 50 vendors, community engagement and the steering committee indicated a need for more produce and fresh food vendors and to ensure that the market reflects the food needs and preferences of the Jonesboro community. The Jonesboro City Agriculture Plan recommends pursuing strategies and incentives to increase the number of new growers and assisting current growers, and taking steps to ensure the market reflects the cultural and racial diversity of Jonesboro.

To help grow the Jonesboro Farmers Market in an inclusive and equitable way, the plan recommends incorporating the recommendations of The Anti-Racist Farmers Market Toolkit developed by the Farmers Market Coalition. The Farmers Market Coalition is a 501(c)(3) non-profit organization dedicated to working with market operators to strengthen farmers markets across the United States so that they can serve as community assets while providing real income opportunities for farmers. The organization created The Anti-Racist Farmers Market Toolkit in 2020 to help bridge the gap in applying and tailoring anti-racist, inclusive tools to the farmers market context. The toolkit includes four categories: Management, Mission, Messaging, and Measurement that provide a roadmap for establishing a baseline of existing food culture, reflecting the community in the market vendors, creating inclusive market management, and developing culturally-relevant messaging about the market and its programs.



East Point Farmers Market, FWA

RECOMMENDATION D-2:

Enhance the farmers market offerings by attracting more produce and food vendors with improved outreach and incentive for growers.

A first step to increase the amount of produce and fresh foods sold at the market is to create a strategy that builds local grower capacity and connects them to the community and market opportunities. This strategy should increase equity, access, and expand market leadership to reflect the diversity of the community, potential recommendations include:

- » Expand the number of raised beds at the Community Garden and dedicate this space for food sold at the Farmers Market.
- » Enable home growers to form a cooperative to manage a table at the Farmers Market to sell produce and preserved foods and to earn an alternate stream of income.
- » Encourage partners with community gardens including senior centers, religious organizations, home growing networks, social organizations, and schools to contribute to existing market stands or to create a new stand for the organization.
- » If the ARC greenhouse reopens, encourage partnership to sell plants and produce grown there.
- » Identify investment partners who grow food and have available resources to contribute for example Make It Village, with their mobile market initiative
- » Identify space, including city and county-owned land, for new gardens in the City of Jonesboro with a potential to partner with the Farmers Market.
- » Consider waiving market fees for vendors selling a majority locally-grown produce, preserved foods, locally produced eggs.
- » Consider a purchase program from market vendors for the take-what-you-need stand, mobile markets, or SCOPE program to ensure weekly market participation is attractive

Supportive policy at the city and county levels can help to increase the number of growers, farmers, and food related businesses in Jonesboro and the surrounding area. Partnerships between public, non-profit, and private entities can help seek supportive funding, land access, and educational resources for growers to ensure business support is equitable and reflects the racial makeup of the community. Programs through the State of Georgia and the U.S. Department of Agriculture's Georgia Grown program support agriculture producers, manufacturers and retailers in the state. Intentional work to build a network of new growers using anti-racist strategies will increase opportunities to grow the local food system including local markets.

RECOMMENDATION D-2:

Enhance the farmers market offerings by attracting more produce and food vendors with improved outreach and incentive for growers.

ADDRESSES

- » **Build on City & County Resources**
- » Equip Current & Beginning Growers
- » Promote Local Food System Opportunities

POTENTIAL LEAD PARTNERS

- » City of Jonesboro
- » Jonesboro Community Garden
- » Jonesboro Farmers and Makers Market
- » UGA Clayton County Extension

POTENTIAL SUPPORT PARTNERS

- » U.S. Department of Agriculture
- » Hand, Heart, and Soul Project
- » Make It Village

KEY INITIAL STEPS

- » Ensure diversity of leadership when developing and implementing strategy
- » Identify growing space in the Community Garden dedicated to food for free/take-what-you-need market stand
- » Encourage local growers to participate in Farmers Market using economic incentives i.e. waived fees or purchase programs
- » Build a growers network in Clayton County by first connecting with established programs to help build strategy for outreach and resources

RESOURCES/CASE STUDIES

- » [The Anti-Racist Farmers Market Toolkit](#)
- » [Georgia Grown](#)

EAV Farmers Market, FWA



Attachment: Jonesboro City Agriculture Plan (3603 : Jonesboro Agricultural Plan Adoption Resolution)

RECOMMENDATION D-4:

Install a food forest on city-owned land and promote other edible landscaping.

A food forest is an edible garden modeled after natural ecosystems that includes trees, shrubs, herbs, and other plants that work together to create a self-sustaining system of multiple plant species. Food forests attract beneficial insects and pollinators and beautify spaces in a community. Food forests are also ecosystem builders that gather and store rain and runoff water, capture carbon and nitrogen, and build healthy soils⁵. Food forests are places for exploration, education, and community projects as well as quiet spaces for reflection.

Input from the Jonesboro community and the steering committee recommended the City of Jonesboro explore vacant and underutilized land for a food forest. Creating a food forest also aligns with planning elements of the 2017 Blueprint Jonesboro:

- » **Existing City Facilities:** Once the proposed Municipal Complex is constructed, and City Hall / Police Department are moved into the space, the existing facilities will become empty. The parcels these facilities occupy, as well as nearby parcels, are already owned by the City. It is highly recommended that the City issue a Request for Proposals (RFP) to study long-term uses for these properties.

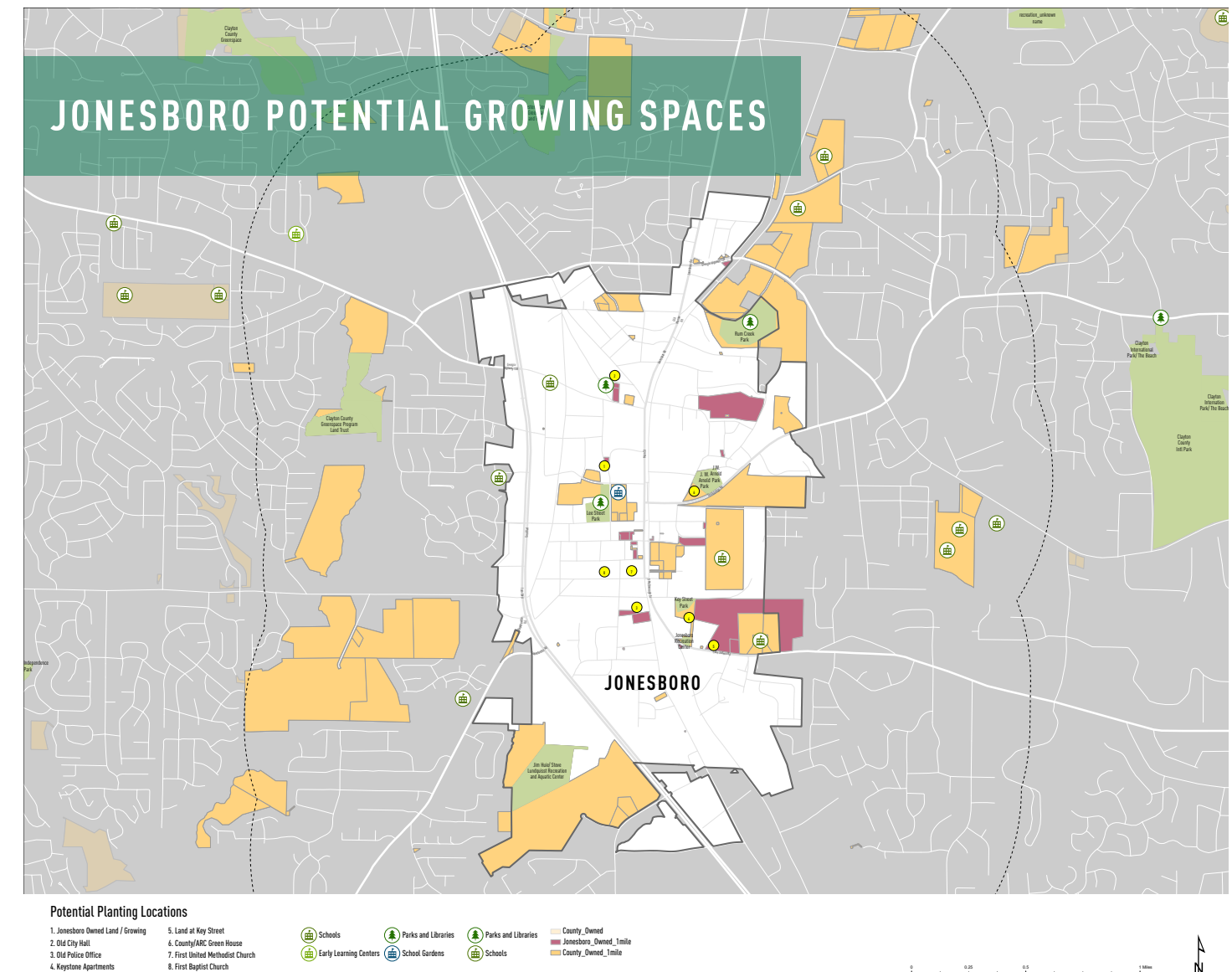
This recommendation to study feasibility of utilizing public land was echoed by the steering committee. The steering committee developed a map of potential public and private land that could incorporate a food forest as a resource for implementation.



5. <https://borealbloomhomestead.com/what-is-a-food-forest/>

During the Jonesboro City Agriculture Plan process, the Steering Committee identified potential spaces in the city that might be feasible for gardens or growing opportunities.

Areas identified by the Steering Committee include city-owned land, the old Police offices, land adjacent to the Keystone Apartments and in the Key Street area, a county-owned greenhouse that is not currently operational, and church-owned land at the First United Methodist Church and the First Baptist Church.



RECOMMENDATION D-4:

Install a food forest on city-owned land and promote other edible landscaping.

This recommendation can be expanded to include a variety of native and edible plantings on city property that increase beautification and further align with the 2017 and 2020 Blueprint Jonesboro documents.

- » **Improvements to Lee Street Elementary School:** Lee Street Elementary School serves as an important community resource: it is not only a center of education for children, but it serves as a polling place during elections and is a source of pride for the local community. During the planning process, stakeholders noted that the school could use some exterior improvements to better match the character of the growing community. Some ideas presented included improved landscaping and murals. It was suggested that students of Lee Street Elementary could participate in whatever improvements may occur. The City could collaborate with Clayton County Schools and other local organizations to advance this opportunity.
- » **Small Beautification Efforts:** Small projects can add up to make a huge difference in the way people see Jonesboro... and could be implemented by the Downtown Development Authority.

Incorporating plantings on city-owned, county-owned, public or private vacant land, as well as intensional plantings for beautification in the community can increase agricultural options and meet city goals.



Muscadines, FWA

RECOMMENDATION D-4:

Install a food forest on city-owned land and promote other edible landscaping.

ADDRESSES

- » **Build on City and County Resources**
- » Increase Equitable Food Access

POTENTIAL LEAD PARTNERS

- » City of Jonesboro
- » UGA Clayton County Extension
- » Hand, Heart, and Soul Project
- » Master Gardener Volunteer Program

POTENTIAL SUPPORT PARTNERS

- » Jonesboro Authority
- Downtown Development
- » Clayton County Schools

KEY INITIAL STEPS

- » Identify vacant land and beautification areas for potential growing spaces
- » Identify and allocate city and partner funding to beautification
- » Plan a variety of plants, set planting stages and recruit knowledgeable leadership and volunteer support for installation
- » Identify assistance for long-term maintenance including County arborists
- » Identify resources for community gathering spaces such as benches and signage to incorporate into food fores

RESOURCES/CASE STUDIES

- » [Boreal Bloom: "What is a Food Forest?"](#)
- » [Boston Food Forest Coalition](#)
- » [AgLanta Grows-a-Lot Program](#)

LONG-TERM STRATEGIES

RECOMMENDATION D-3:

Invest in infrastructure at the Jonesboro Community Garden to expand resource offerings.

Expanding the infrastructure at the Jonesboro Community Garden can increase the community benefit and reach of the garden. Garden activities can be expanded by building new structures for classes, storage, and activities as well as creating more growing space and raised garden beds. The garden recently received funding for a gazebo or other structure, which could be leveraged to fund construction of a covered classroom pavilion. Pavilions can be constructed to include solar panels to provide electricity, indoor storage space and benches for class participants. Structures for new growing activities such as hoop houses or a greenhouse can expand the growing season and provide additional educational opportunities. New initiatives such as an apiary or chicken coop could add additional food system elements and educational resources to the garden, but would need safety and maintenance plans in place. Picnic tables and bench seating will enable the garden to provide a place for community connection and enjoyment. The steering committee also identified signage for the Community Garden as a top priority promotional strategy.



Jonesboro Community Garden

RECOMMENDATION D-3:

Invest in infrastructure at the Jonesboro Community Garden to expand resource offerings.

ADDRESSES

- » **Build on City & County Resources**
- » Equip Current & Beginning Growers
- » Promote Local Food System Opportunities

POTENTIAL LEAD PARTNERS

- » City of Jonesboro
- » Jonesboro Community Garden
- » Master Gardener Volunteer Program
- » Hand, Heart, and Soul Project

POTENTIAL SUPPORT PARTNERS

- » Clayton County and ARC
- » Swints Feed & Garden Supply

KEY INITIAL STEPS

- » Develop garden infrastructure plan including resource, labor, and funding needs
- » Solicit design for new structures, signs, and other initiatives
- » Implement community workdays and celebrations to install new resources

RESOURCES/CASE STUDIES

- » [City of Boulder, Colorado: "Pollinator Gardens and Pathways"](#)
- » [Muncie Public Library: "Gateway to Gardening Pavilions at Maring-Hunt Library"](#)

RECOMMENDATION D-5:

Identify and expand community gardens in the City of Jonesboro.

Community gardens are a direct investment in the physical and mental health of the community and should be available to all. Expanding Jonesboro’s community garden spaces across the city would help ensure more equitable access and increase opportunities for resident participation. Given the success and engagement at the current Jonesboro Community Garden and community engagement feedback, there is clear interest in additional local growing opportunities. Identifying existing or former gardens is a first step in understanding a full range of garden resources in Jonesboro and developing a strategy to expand or reinvigorate gardens throughout the city in partnership with local organizations. As a first step, the UGA Clayton County Extension offers soil and water testing as well as access to agricultural planning experts through the University of Georgia and Master Gardener volunteer support for garden installation and maintenance.



Gardeners planting, Jonesboro Community Garden

RECOMMENDATION D-5:

Identify and expand community gardens in the City of Jonesboro.

ADDRESSES

- » **Build on City and County Resources**
- » Promote Local Food System Opportunities

POTENTIAL LEAD PARTNERS

- » City of Jonesboro
- » UGA Clayton County Extension
- » Jonesboro Community Garden
- » Master Gardener Volunteer Program

POTENTIAL SUPPORT PARTNERS

- » Clayton County
- » Hand, Heart, and Soul Project

KEY INITIAL STEPS

- » Identify and map local gardens and former gardens at all locations
- » Identify partners to help expand or create new gardens
- » Partner with UGA Clayton County Extension for resource testing and education
- » Partner with Master Gardeners and other partners for garden installation and maintenance planning

RESOURCES/CASE STUDIES

- » [Garden Pals: "Community Garden Statistics in 2023"](#)

NEXT STEPS

NEXT STEPS

This plan will be submitted to the City of Jonesboro's City Council for their review, approval, and adoption. Upon adoption of the City Agriculture Plan, the implementation phase will begin. FWA will award a \$75,000 implementation grant to fund the process, while the City is providing matching in-kind support. FWA will remain a partner during the implementation phase, as the steering committee and relevant City departments work to prioritize and take key initial steps towards the recommendations in this plan.

This plan's recommendations are categorized within each priority area by their status as a short-term or long-term prospect for implementation. At the end of the planning process, the steering committee indicated their priorities for initial funding or action below. This should be a factor as the City develops their implementation strategy.

» Top Identified Short-Term Priorities

- » **A-1:** Expand partnerships for youth engagement through gardening education
- » **D-3:** Install a food forest on city-owned land and promote other edible landscaping
- » **D-2:** Enhance the Farmers Market offerings by attracting more produce and food vendors with improved outreach and incentives
- » **C-1:** Increase gardening education opportunities

» Top Identified Long-Term Priorities

- » **B-3:** Expand partnerships with faith-based organizations and pantries for food distribution
- » **D-4:** Invest in infrastructure at the Jonesboro Community Garden to expand resource offerings
- » **B-4:** Support a fleet of mobile markets

The recommendations for implementation range from expansion of current food and agriculture work to substantial new projects serving the community. New programmatic activity will require additional administrative capacity. Key considerations for furthering implementation include:

- » Hiring a part-time or full-time "Community Food Projects Manager" or equivalent within the City staff or as a contractor to manage day-to-day operations and coordinate multiple implementation projects.
- » Identifying additional funding opportunities for implementation projects including local and national foundations and state and federal government grants.



APPENDIX

APPENDIX

Why are City Agriculture Plans important?

City Agriculture Plans aim to look holistically at a city's local food system. When we talk about the "local food and system," we're talking about the process that food follows as it moves from the farm to table and all the ways that community can participate along the way. This process includes farmers, manufacturers and processors, distributors, and all residents as consumers. It also includes the inputs and outputs of each step — right down to the food waste we generate. The journey our food takes through the food system is influenced by ecosystems, education, funding, community culture and values, and our national, state, and local policies.

ECONOMIC VITALITY

- Profitable farms, market gardens, and food businesses
- Support local entrepreneurs
- Good jobs and career opportunities

WELLNESS

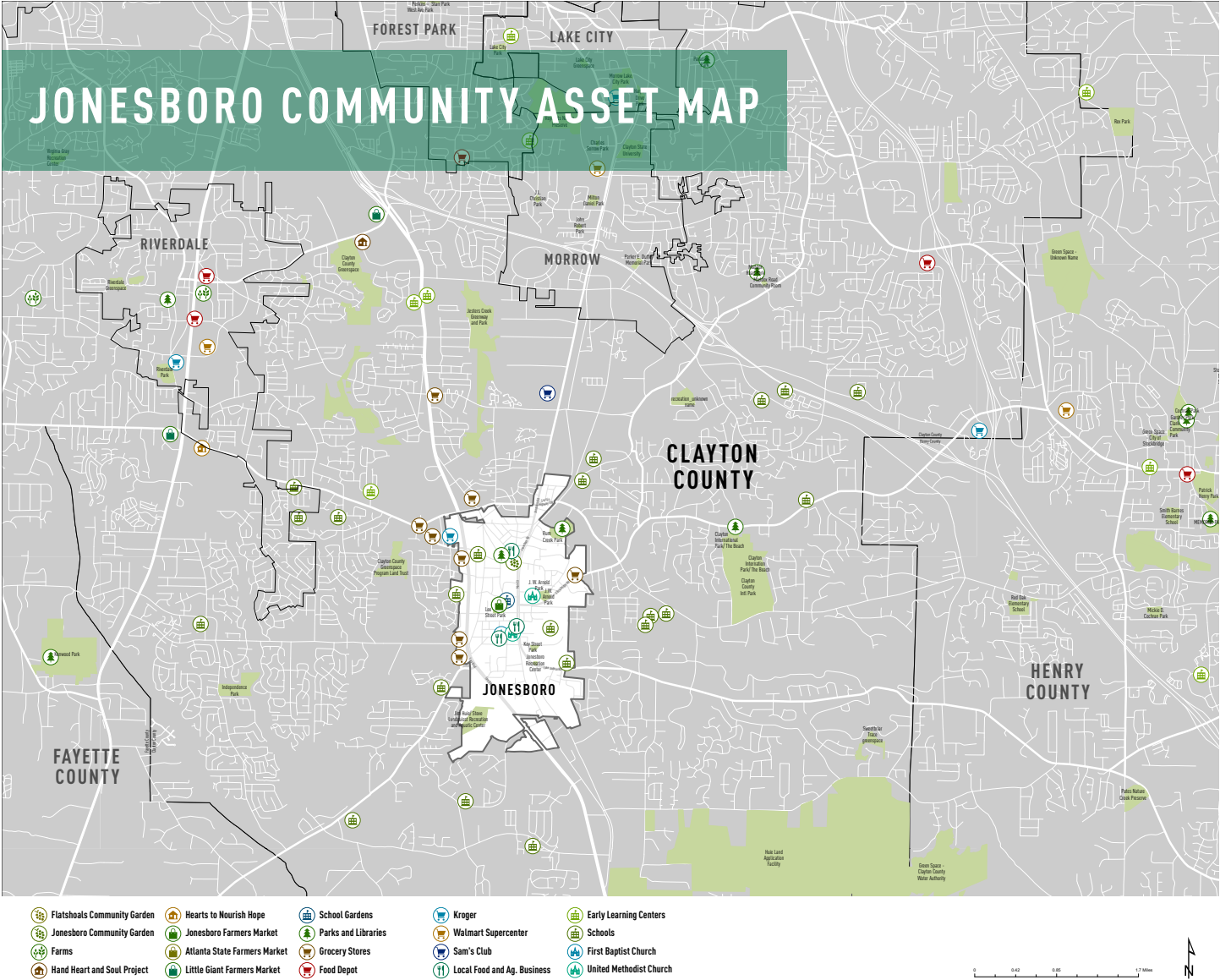
- Access to fresh, healthy foods
- Gardening, cooking, and preserving skills
- Great tasting local produce!

ECOLOGICAL RESILIENCE

- Conserve and utilize green spaces
- Food waste reduction and diversion
- Healthy soil and water resources
- Pollinator support

EQUITY

- Access to good food for all
- Honoring cultural diversity and traditions
- Empowerment and belonging



JONESBORO COMMUNITY ASSET LIST

GROCERY STORES

- Wayfield Food Inc
- Lidi
- ALDI
- Lucky Food Mart
- Jonesboro Food Mart
- Fast Lane Drive Through Grocery Store
- Lucky Grocery
- Select Farmers Market
- Food Depot [792 Morrow Rd, Forest Park, GA 30297]
- Food Depot [6642 GA-85, Riverdale, GA 30274]
- Food Depot [6459 GA-42, Rex, GA 30273]
- Food Depot [Riverdale, GA 30274]
- Food Depot [4709 N Henry Blvd, Stockbridge, GA]
- Food Depot [200 Bank Station Rd, Fayetteville, GA]
- Kroger [7125 GA-85, Riverdale, GA 30274]
- Kroger [8059 Tara Blvd, Jonesboro, GA 30236]
- Kroger [5664 Jonesboro Rd, Lake City, GA 30260]
- Kroger [3618 Hwy 138 SE, Stockbridge, GA 30281]
- Walmart [7050 GA-85, Riverdale, GA 30274]
- Walmart [6065 Jonesboro Rd, Morrow, GA 30260]
- Walmart [5600 N Henry Blvd, Stockbridge, GA 30281]
- Sam's Club [7325 Jonesboro Rd, Morrow, GA 30260]

FARMS

- Green Island Farm
- Green Acres Farm
- Culture Farms
- Acres Away Angus Farm
- Swanson Family Farm
- Prather's Farm
- Decimal Place Farm

SCHOOLS

- Pointe South Middle School
- Jonesboro High School
- Jonesboro Middle School
- Future Leaders Christian Academy Jonesboro
- HOPE Christian Academy
- Sunrise Christian Academy
- James H Brown Elementary School
- Phylls Academy Preparatory School
- Lillie E. Suder Elementary School
- Mount Zion High School
- Mt Zion Elementary School
- Jackson Elementary School
- Mundy's Mill Middle School
- Mundy's Mill High School
- Callaway Elementary School
- M.D. Roberts Middle School of the Performing Arts
- Kay R. Pace Elementary School of the Arts
- Kendrick Middle School
- Martha Ellen Stilwell School of the Arts
- Anointed Minds Preparatory School
- JW Arnold Elementary School
- Cedars Preschool at Rex
- Small Voices Early Learning Center & Preschool
- Carousel Kids Early Learning Center
- M.E.L.C Child Care Agency
- Ty-Lexine Early Development Center
- Our Mission Early Learning Center
- ABC Early Learning Academy & Eagle's Landing
- A New Beginning Early Learning Center
- New Faith Early Learning Center

SCHOOL GARDENS

- Lee Street Elementary School

FOOD AND AG. ORGANIZATIONS

- Hand Heart and Soul Project
- Hearts to Nourish Hope

COMMUNITY GARDENS

- Community Garden of Jonesboro
- Flat Shoals Community Garden

PARKS AND LIBRARIES

- Massengale City Park
- Lee Street Park
- Rum Creek Park
- Clayton County International Park
- Maddox Road Park
- Riverdale Regional Park
- Gardner Park
- Memorial Park
- Cochran Park
- Paradise Park
- Kenwood Park
- Newman Wetlands Center

FARMERS MARKET

- Jonesboro Farmers Market
- Atlanta State Farmers Market
- Little Giant Farmers Market

LOCAL FOOD AND AG BUSINESSES

- Fig Tree Café
- Swint's Feed and Garden
- Magnolia House and Garden

CHURCHES

- Jonesboro First Baptist Church
- Jonesboro United Methodist Church
- Andrews United Methodist Church



City Demographics

Population	4,492 Total			
	Age & Sex		Race & Ethnicity	
	<18 years old	18%	White	17%
Geography & Mobility	18-64 years old	71%	Black	61%
	>65 years old	11%	Asian	4%
	Median Age	32	> Two Races	2%
	Male/Female	56%/44%	Hispanic/Latino	15%
	Veteran	4.2%	Language Spoken at Home	
Education	Square miles		English Only	82%
	Population per sq. mi.	3	Spanish	13%
			Asian/Islander	5%
	Moved since previous year	34.7%		
	From same county	17%		
Economy	From other county	15%		
	From other state	2%		
	High school grad or higher	69.6%		
	Bachelor's degree or higher	4.5%		
Housing	Median household income	\$31,033		
	Persons in poverty	38.3%		
	Children	59%		
	Seniors	11%		
	Households enrolled in SNAP benefits	1,173		
	Total housing units	1,309		
	Owner occupied units	31%		
	Renter occupied units	69%		
	Avg. persons/household	2.6		
	Single unit structures	58%		
	Multi unit structures	42%		
	Median value of owner occupied unit	\$94,600		

Source: ACS 2021 5-Year Census Data
<https://censusreporter.org/profiles/16000US1342604-jonesboro-ga/> Accessed 5/23/23

JONESBORO CITY AGRICULTURE PLAN



JONESBORO CITY AGRICULTURE PLAN

Presentation to Jonesboro Mayor & City Council - November 6, 2023

Packet Pg. 257

WHAT IS A CITY AGRICULTURE PLAN?

A City Agriculture Plan provides a roadmap for a community to achieve its vision of creating a vibrant and sustainable community food system over the next 5-10 years.

The City Agriculture Plan is developed using a consensus-based and community-led process that brings together urban growers, residents, and City officials to identify community priorities. It also identifies strategies to achieve community food system priorities as well as prioritize implementation over time.

A City Agriculture Plan is not meant to be a stand-alone document but is meant to identify ways in which local food can be integrated into City plans and programs.



WHY ARE CITY AGRICULTURE PLANS IMPORTANT?

Why invest in your local food system?

ECONOMIC VITALITY

- Profitable farms, market gardens, and food businesses
- Support local entrepreneurs
- Good jobs and career opportunities

WELLNESS

- Access to fresh, healthy foods
- Gardening, cooking, and preserving skills
- Great tasting local produce!

ECOLOGICAL RESILIENCE

- Conserve and utilize green spaces
- Food waste reduction and diversion
- Healthy soil and water resources
- Pollinator support

EQUITY

- Access to good food for all
- Honoring cultural diversity & traditions
- Empowerment and inclusion

City of Jonesboro Application

*"The community garden only opened our eyes to the **potential that agriculture could bring to the city**. Having a City Agriculture Plan would further **strengthen the connection with our community**. It would allow the city to expand its reach beyond the garden. The garden exposed so many untapped relationships and connections throughout the city that we never imagined- working side-by-side with our local feed and garden store, discovering school gardens within the community, and realizing that so many members of the community garden at home.*

*The garden has also shown that there is a **need and desire for intentional agricultural resources within the community**.*

*Having a City Agriculture Plan would give more residents an opportunity to have **buy-in to the landscape and food availability options**. It would also **expand education and healthy food choices**, which would lead the charge to making Jonesboro a more sustainable city."*

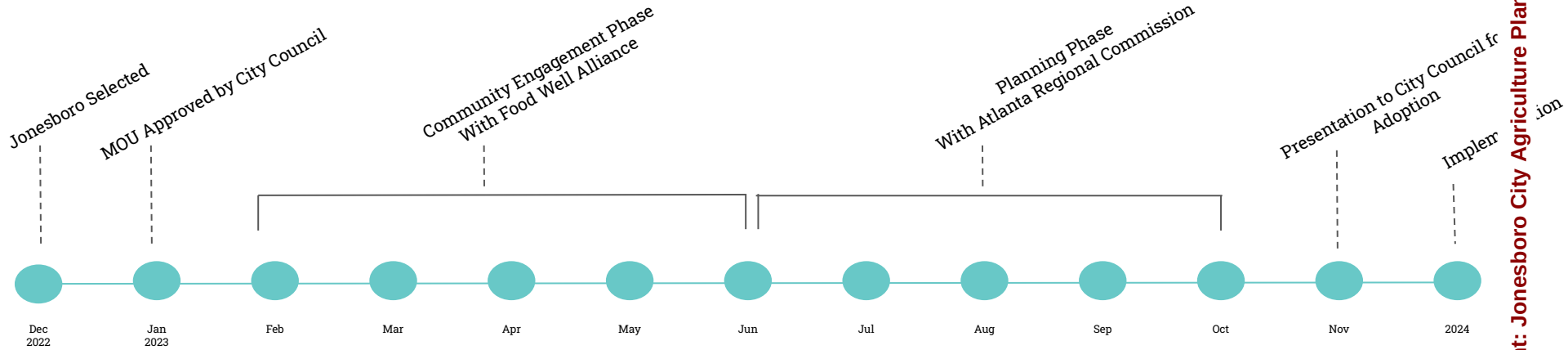
City of Jonesboro Selection

In the fall of 2022, Food Well Alliance and ARC solicited applications to develop the next City Agriculture Plan from 5-county metro Atlanta region. Five cities across multiple counties applied, but **Jonesboro's application was selected to a number of factors:**

- **Strong community engagement** with ongoing food and agriculture activity at the Farmers and Makers Market at Community Garden.
- **Committed and involved city staff** leading efforts to increase opportunities for residents to build community around growing food.
- **Forward-thinking ideas** to incorporate food access and intergenerational engagement into the city's development

Jonesboro City Agriculture Plan Process

13.5.b



Attachment: Jonesboro City Agriculture Plan_City Council

COMMUNITY ENGAGEMENT PHASE

March - July

- **36** Community Surveys
 - Listen4Good
- **4** Community Conversations (Focus Groups)
- **8** 1x1 Community Partner Interviews
- **5** Tabling Events
- **50** Flyers at local businesses & organizations + promotional QR postcards

PLANNING PHASE

June - October

Steering Committee

- **David Allen**, Director of Community Development, Interim City Manager, City of Jonesboro
- **Mary Bruce**, Community Garden Club President, Jonesboro Community Garden
- **John Burdin**, Director of Public Works, City of Jonesboro
- **Christopher Cato**, Police Lieutenant, City of Jonesboro
- **Ellen Divins**, Jonesboro Community Member
- **Tommy Henderson**, Chief of Police, City of Jonesboro
- **Kim Jennings**, First United Methodist Church
- **Samaria McCoy**, Former Jonesboro Community Garden Manager
- **Wande Okrunoren-Meadows**, Executive Director, Hand, Heart and Soul Project
- **Mike Quick**, Master Gardener, Jonesboro Community Garden
- **Pat Sebo-Hand**, Former City Councilmember and Farmers Market Manager, City of Jonesboro
- **Andrew Simpson**, Director of Economic Development, Current Farmers Market Manager, City of Jonesboro
- **Demond Timberlake**, Assistant Director of Community Organizing and Operations, Hand Heart and Soul Project



PRIORITY AREA A
Equip Current and Beginning Growers

PRIORITY AREA B
Increase Equitable Food Access

PRIORITY AREA C
Promote Local Food System Opportunities

PRIORITY AREA D
Build on City and County Resources

Jonesboro City Agriculture Plan Structure

13.5.b

PRIORITY AREA A Equip Current and Beginning Growers

Recommendation A-1

Expand partnerships to support youth gardening education

Recommendation A-2

Create shared resources including a seed library and toolbank

Recommendation A-3

Support the creation of a home-growers cooperative

Recommendation A-4

Identify space for a commercial kitchen/value added processing facility and examine feasibility

PRIORITY AREA B Increase Equitable Food Access

Recommendation B-1

Increase SNAP/WIC enrollment and accept benefits at Farmers Market

Recommendation B-2

Expand partnerships to support senior nutrition and growing opportunities

Recommendation B-3

Expand partnerships with faith-based organizations and pantries for food distribution

Recommendation B-4

Support a fleet of mobile markets

Recommendation B-5

Create a free / take-what-you-need stand at the Farmers Market

PRIORITY AREA C Promote Local Food System Opportunities

Recommendation C-1

Increase gardening education opportunities

Recommendation C-2

Offer classes on cooking and preserving food

Recommendation C3

Improve communications on current and future local food system assets and opportunities

Recommendation C-4

Increase local food and agriculture events in Jonesboro

PRIORITY AREA D Build on City and County Resources

Recommendation D-1

Host a seedling sale at the Community Garden to boost revenue and provide resource

Recommendation D-2

Enhance the farmers market offerings with improved outreach and incentives

Recommendation D-3

Install a food forest on city-owned land and promote other edible landscaping

Recommendation D-4

Invest in infrastructure at community garden to expand resource offerings

Recommendation D-5

Expand community garden with

Packet Pg. 265

Top Identified Recommendations

PRIORITY AREA A Equip Current and Beginning Growers

Recommendation A-1
Expand partnerships to support youth gardening education

Recommendation A-2
Create shared resources including a seed library and toolbank

Recommendation A-3
Support the creation of a home-growers cooperative

Recommendation A-4
Identify space for a commercial kitchen/value added processing facility and examine feasibility

PRIORITY AREA B Increase Equitable Food Access

Recommendation B-1
Increase SNAP/WIC enrollment and accept benefits at Farmers Market

Recommendation B-2
Expand partnerships to support senior nutrition and growing opportunities

Recommendation B-3
Expand partnerships with faith-based organizations and pantries for food distribution

Recommendation B-4
Support a fleet of mobile markets

Recommendation B-5
Create a free / take-what-you-need stand at the Farmers Market

PRIORITY AREA C Promote Local Food System Opportunities

Recommendation C-1
Increase gardening education opportunities

Recommendation C-2
Offer classes on cooking and preserving food

Recommendation C3
Improve communications on current and future local food system assets and opportunities

Recommendation C-4
Increase local food and agriculture events in Jonesboro

PRIORITY AREA D Build on City and County Resources

Recommendation D-1
Host a seedling sale at the Community Garden to boost revenue and provide resource

Recommendation D-2
Enhance the farmers market offerings with improved outreach and incentives

Recommendation D-3
Install a food forest on city-owned land and promote other edible landscaping

Recommendation D-4
Invest in infrastructure at community garden to expand resource offerings

Recommendation D-5
Expand community garden with

Local and Regional Partners Identified

13.5.b



Other recommended partners include:

Clayton County School District, 4-H Youth Development Program, Master Gardeners Program, Arts Clayton, various faith-based organizations and churches, other food distribution organizations, etc.

WHAT IS THE CITY'S ROLE?

- **Memorandum of Understanding**
 - Approved by City Council on 1/9/2023
 - Commits City to \$75,000 of in-kind support for Plan implementation
- **In-Kind Valuation**
 - Policy and program implementation support by City staff including Police Department, Public Works, Economic Development, and others
 - Community engagement support including use of city-owned spaces and available resources for events and activities
 - Strategic marketing services including promotion on City networks



KEY RECOMMENDATIONS FOR IMPLEMENTATION

To best ensure the success of the Plan's implementation, it is recommended that the City consider:

- Hiring a part-time or full-time "Community Food Projects Manager" or equivalent within the City of Jonesboro staff or as a contractor to manage day-to-day operations and coordinate multiple implementation projects.
- Identifying additional funding opportunities for implementation projects including local and national foundations and state and federal program grants.



\$75,000 Food Well Alliance Implementation Grant

Guaranteed upon Plan adoption

\$250,000 USDA Community Food Projects Competitive Grants Program (CFPCGP)

*Pending application for Jonesboro CAP implementation - **uses FWA grant as match***

GRANT PURPOSE: The purpose is to provide early-stage investment in new, startup projects or to invest in completing project plans toward the improvement of community food security in keeping with the primary goals of the CFPCGP.

GRANT ADMINISTRATOR: Food Well Alliance

GRANT PARTNERS: City of Jonesboro, Hand Heart and Soul Project, Make It Village, UGA Clayton County Extension, Atlanta Harvest, Retaaza, Wholesome Wave Georgia

OBJECTIVE 1: Improve availability of fresh, healthy produce by increasing and diversifying distribution channels

OBJECTIVE 2: Increase collaborative economic opportunities for local food entrepreneurs

OBJECTIVE 3: Support community connection to local food and agriculture to increase awareness of the importance of local food system



CITY AGRICULTURE PLAN

GROWN *IN* CITIES

100% COMMUNITY

QUESTIONS?

DRAFT**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF JONESBORO, GEORGIA, FOR
THE ADOPTION OF THE JONESBORO CITY AGRICULTURE PLAN**

WHEREAS, Food Well Alliance (FWA) is a collaborative network of local leaders working together to build thriving community gardens and farms across metro Atlanta; and

WHEREAS, the Atlanta Regional Commission (ARC) is the regional planning and intergovernmental coordination agency for the 11-county Atlanta region and develops regional and local plans to protect and manage metro Atlanta's natural and cultural resources, including local food production activities; and

WHEREAS, in December of 2022, FWA and ARC selected the City of Jonesboro to develop the region's third City Agriculture Plan based on predetermined feasibility criteria; and

WHEREAS, FWA, ARC, and the City of Jonesboro subsequently agreed to collaboratively design a City Agriculture Plan to protect, enhance, and support a resilient local food system within Jonesboro; and

WHEREAS, a City Agriculture Plan provides a roadmap for a community to achieve its vision of creating a vibrant and sustainable local food system over the next 5-10 years; and

WHEREAS, the Jonesboro City Agriculture Plan was developed using a consensus-based and community-led process that brought together growers, residents, and City officials to identify community priorities. It also identified strategies to achieve local food system priorities as well as prioritize implementation over time; and

WHEREAS, strengthening and growing Jonesboro's local food system has emerged as a priority for Jonesboro residents. This plan communicates this priority and unites the existing local food community and the City government in a shared vision for local food and agriculture; and

WHEREAS, Food Well Alliance has agreed to provide funding of \$75,000 for the City Agriculture Plan's implementation by the City and community organizations located within Jonesboro subsequent to the adoption of this plan; and

WHEREAS, the City of Jonesboro must provide matching in-kind support for the City Agriculture Plan's implementation in the amount of \$75,000; and

WHEREAS, implementation shall begin upon adoption of the City Agriculture Plan.

NOW, THEREFORE, BE IT RESOLVED, on this ____ day of _____, 2023, that the Mayor and City Council of the City of Jonesboro hereby accept and adopt the Jonesboro City Agriculture Plan.

SO RESOLVED this _____ day of _____, 2023.

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary		Agenda Item # 13.6 - 6
			COUNCIL MEETING DATE November 13, 2023
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s) Community Development Director Allen	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to consider reduction in waiting period for re-application of Zoning Appeal 23-ZA-003 and Variance 23-VAR-003 for townhomes 0 West Mill Street, Parcel No. 13241C A008, per Sec. 86-121 and 86-373.			
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Consider Reduction in Waiting Period for Re-Applications			
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Community Planning, Neighborhood and Business Revitalization			
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> On September 11, 2023, zoning appeal application 23-ZA-003 and variance application 23-VAR-003 (townhomes) at 0 West Mill Street were denied based on criteria specified in the staff reports. The applicant would like to re-apply and be reconsidered for the same use on the same property due to what they feel are extenuating circumstances and a revised site plan and architectural that they feel will alleviate issues and concerns specified in the original staff report. Per 86-121 and 86-373, there is a 12-month waiting period between application and re-application by the same applicant if their original application is denied. However, the mayor and council may approve a reduction in the waiting period to no less than six months in extenuating circumstances. If the reduction is approved by Council on November 13th, the applicant could have the option of reapplying in March 2024, instead of September 2023. Staff recommends approval of the reduction of the waiting period to 6 months (March 2024). However, approval of the reduction doesn't guarantee approval of the use and does not obligate the Council to approve the re-application. Note: While the reduction in the waiting period would not directly benefit or harm the City, it could benefit the applicant in terms of her financing timetable.			
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> n/a			
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> • Denial Letter - Zoning Appeal • Denial Letter - Variances • Agenda Cover Sheet - O West Mill Street, Townhome Variances			
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval			

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November 13, 2023	
Signature	City Clerk's Office	



MEMORANDUM

To: Ima Udoh / UEIGA Enterprises LLC
530 Piedmont Avenue
Atlanta, Ga. 30308

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

Date: September 15, 2023

Re: Notification of Request for Zoning Appeal – Townhomes, 0 West Mill Street; Tax Map Parcel No. 13241C A008

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro, at a Council meeting on September 11, 2023, denied your request for the following requested zoning appeal for the above referenced property.

- Townhomes

If you have any further questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

David D. Allen
Community Development Director / Zoning Administrator



MEMORANDUM

To: Ima Udoh / UEIGA Enterprises LLC
530 Piedmont Avenue
Atlanta, Ga. 30308

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

Date: September 15, 2023

Re: Notification of Request for Variance – Townhome Development Standards, 0
West Mill Street; Tax Map Parcel No. 13241C A008

Dear Applicant,

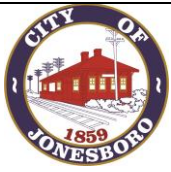
This letter is to serve as notification that the City of Jonesboro, at a Council meeting on September 11, 2023, denied your request for the following requested variance for the above referenced property.

- Townhome Development Standards

If you have any further questions, please do not hesitate to contact me at 770-570-2977 or at dallen@jonesboroga.com.

Sincerely,

David D. Allen
Community Development Director / Zoning Administrator



CITY OF JONESBORO DESIGN REVIEW COMMITTEE

Agenda Item Summary

Agenda Item 13.6.c

COUNCIL MEETING DATE
September 11, 2023Requesting Agency
Community Development (Ima Udoh, applicant)

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

Variance for attached townhomes in R-2 Single-Family Detached Residential District

Requirement for Board Action (Cite specific Council policy, statute or code requirement)
Article XI - Variances; Sec. 86-100 R-A development standards

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

☒ Yes ☐ 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.)

Agency recommendation – **Denial of Variance application**; Recently, the applicant filed a zoning verification for twelve townhomes at 0 West Mill Street (Parcel number 13241C A008). This District is normally reserved for single-family detached housing on half-acre lots.

- (a) Purpose. The R-2 single family residential district is established to provide for single family detached dwellings on individual lots having a minimum area of one-half acre. The district is intended to create and preserve a neighborhood setting free of non-residential uses as well as higher density residential uses. Public and institutional uses traditionally found in **low density neighborhoods** are compatible with the R-2 district. Such development is typically served by a network of local streets to **minimize traffic impacts on the neighborhood**.

Therefore, townhomes or multi-family uses would require an approved zoning appeal to proceed and possibly variance for certain development standards. The applicant has applied for both, and without one the other cannot be approved.

The subject property is 0.87 acres and is located at the corner of West Mill Street and Memorial Avenue, two local residential streets.

Fiscal Impact / Funding Source

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

Private Owner

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

Variance application, Site pictures, Building Elevations, Site Plan

Staff Recommendation

Denial

David Allen, Community Development Director, 770.570.2977

FOLLOW-UP APPROVAL ACTION (City Manager)

FOLLOW-UP APPROVAL ACTION (City Manager)		City Manager's Office
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Townhomes must conform to the following development standards (Sec. 86-100 R-A Zoning):

- (a) Development standards. Unless otherwise provided in this chapter, uses permitted in the R-A district shall conform to the following development standards:
- (1) Minimum parent tract size: 87,120 square feet (two acres) **Only 0.87 acres**
 - (2) Minimum lot area per unit: 1800 square feet **1 No lots**
 - (3) Minimum parent tract width: 150 feet ²
 - (4) Minimum front yard: 20 feet ³
 - (5) Minimum side yard at perimeter of tract: 25 feet
 - (6) Minimum rear yard: 35 feet
 - (7) Minimum floor area per dwelling unit: 1,500 square feet
 - (8) Maximum building height: Three stories
 - (9) Maximum number of units per building: Eight
 - (10) Maximum number of units per development: 64
 - (11) Maximum density: Eight units per acre **Density would be 13.8 units per acre**
 - (12) Minimum greenspace: 15 percent of gross acreage **This could not be achieved outside of the required buffer.**
 - (13) Minimum building separation:

Front to Front	40 feet
Front to Rear	40 feet
Front to Side	35 feet
Rear to Rear	40 feet
Rear to Side	35 feet
Side to Side	25 feet
- 1 This requirement may be waived for zero lot townhomes, provided the developer includes a provision in the Covenants, Conditions, and Restrictions for the project that clearly describes the maintenance and access of all common areas, streets, alleys, and driveways.*
- 2 Measured at the building line.*
- 3 The required front yard on any street classified as a collector or above shall be 25 feet.*
- (b) Design standards. Unless otherwise provided in this chapter, uses permitted in an R-A district shall conform to the following design standards:
- (1) Off-street parking shall be provided as specified in article XIII of this chapter. Each dwelling shall provide for a minimum two-car garage and a minimum 18-foot-wide concrete driveway.
 - (2) Buffers shall be provided as specified in Article XV of this chapter.
 - (3) A homeowners association accompanied by recorded covenants shall be mandatory for all townhouse or condominium developments, subject to approval by the City Manager.
 - (4) Minimum width of each townhouse unit shall be 24 feet.
 - (5) **A minimum of three different exterior elevations shall be provided for a townhouse development that exceeds two acres.**
 - (6) **Townhouse building facades shall visually differentiate individual units through the use of architectural materials; a minimum of 50 percent of the front elevation shall consist of brick or stone. Brick, stone, and/or cementitious siding (which may be board, shingle, or lap siding.) variations may be approved by the Community Development Director and/or Design Review Commission and Historic Preservation Commission. Split faced-concrete block, stucco, or granite block shall only be used in an accent capacity for any building elevation.**
 - (7) All townhouse units shall be designed to have rear entry via rear alleys. If permitted, front-loaded driveways shall be scored or finished with decorative treatment, subject to approval by the Design Review Commission, and, if applicable, the Historic Preservation Commission.

- (8) Greenspace shall be improved with walking trails and an amenity area having a minimum area of 400 square feet with equipment and facilities appropriate to the needs of residents. Greenspace shall have a minimum width of 100 feet; trail connections between greenspace areas shall have a minimum width of 50 feet.
- (9) An appropriate landscape plan shall be reviewed and approved by the Community Development Director prior to installation of the landscaping.

Given the number of variances needed and the style of the proposed townhomes versus the style of surrounding homes (which are relatively near the Historic District), staff does not believe that this property is an appropriate location for high-density, attached housing – in the midst of an established single-family neighborhood.

The property size is less than half the minimum 2-acre tract size required for townhome developments and the proposed density would be approaching twice the maximum allowed. Also, the overall townhome designs do not display three significantly different exterior elevations. Lots of standards to be overlooked to make this development work. The townhomes that were approved recently were at the edge of town and not in the middle of an established neighborhood.



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

13.7

- 7

COUNCIL MEETING DATE
November 13, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Update regarding FY' 2024 Employee Holiday Calendar and subsequent 2024 Council Meeting Calendar.

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

Requires Adoption by Mayor & Council

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.)

The schedule set forth simply formalizes the FY' 24 Holiday Calendar. As with past years, staff is recommending that employees be allowed to take their floating holiday any time within the year. Should the floating holiday not be used before the end of the year, the employee will lose the time.

- Monday, January 1, 2024 – New Year's Day
- Monday, January 15, 2024 – Martin Luther King Jr., Day
- Monday, May 27, 2024 – Memorial Day
- Wednesday, June 19, 2024 - Juneteenth
- Thursday, July 4, 2024 – Independence Day
- **Friday, July 5, 2024 – Day after Independence Day**
- Monday, September 2, 2024 – Labor Day
- Thursday November 28, 2024 – Thanksgiving Day
- Friday November 29, 2024 – Day after Thanksgiving
- Tuesday, December 24, 2024 – Christmas Eve
- Wednesday, December 25, 2024 – Christmas Day
- Floating Holiday – Must be used by 12/31/2024
- **Another Floating Holiday?**

The 2024 calendar is relatively unusual, in that it has holidays like Juneteenth, the Fourth of July, and Christmas in the middle of the week.

Floating Holiday – In observance as such day as each City employee may determine.

Part-time employees shall not be paid for holidays. When an observed holiday falls on a day on which a part-time employee is scheduled to work, the part-time employee may request to re-schedule their work with the appropriate Department Director.

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

November, 13, 2023

Signature

City Clerk's Office

The Holiday Calendar for January and September poses a situation that must be resolved in regards to the Council meeting calendar, which is always scheduled, when possible, for the first and second Mondays of every month. The first Council meeting of January would be on Monday, January 1, 2024, which of course coincides with the New Year's Day holiday. The first Council meeting of September would be on Monday, September 2, 2024, which coincides with the Labor Day holiday. (Usually we have the same situation in July, but in 2024, the Fourth of July holiday is towards the end of the week.

Normally, this situation has been rectified by combining the two Council meetings in January and September into one combined meeting the second Monday of the month, which makes for a long meeting. Another alternative would be to meeting conflicting with the holiday being held on the next day, Tuesday. So, Tuesday, January 2nd would be the Work Session and Tuesday, September 3rd would be the Work Session.

Update for November 13th Meeting

The Council expressed some possible changes at the November 6th meeting.

- Adding Friday, July 5, 2023 to the Holiday schedule as a paid day off. (see attached holiday schedule)
- Possibility of adding another Floating Holiday for employees in addition to the one they already have.
- Considering the possibility of part-time employees (currently three) being able to partake in paid holiday leave time. (This will require a text change to the personnel policy.)
- Presenting the Mayor and Council with two scenarios for Council meetings: one scenario where the work session and regular meeting are combined into one meeting on the second Monday of months where holidays interfere with the normal meeting schedule, and another scenario where the meetings are not combined and the work session would be on the Tuesday right after the Monday holiday in months where holidays interfere with the normal meeting schedule.

Regarding the part-time employees, Jonesboro has three – Officer Jumaane Williams, Beatriz Lovio (Asst. Court Clerk), and Judge Keith Wood. Council needs to decide if a change in policy is justified for this low number of part-time employees, and one of these (Judge Wood) is not at the City Center on a daily or even weekly basis. (Note: All City Councilmembers are part-time as well.)

Fiscal Impact

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

Each holiday carries a minimum cost of 7,500 and that does not include Double time or Overtime for the those who have to work.

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

- City of Jonesboro 2024 Official Holiday Schedule
- City of Jonesboro 2024 Official Holiday Schedule 2
- Original Policy
- Paid Holiday Policy REV
- Paid Holiday Policy REV 2
- City of Jonesboro 2024 Council Meeting Calendar with combined meetings
- City of Jonesboro 2024 Council Meeting Calendar without combined meetings

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

13.7

Approval



City of Jonesboro 2024 Official Holiday Schedule

Monday, January 1, 2024 – New Year’s Day

Monday, January 15, 2024 – Martin Luther King Jr., Day

Monday, May 27, 2024 – Memorial Day

Wednesday, June 19, 2024 - Juneteenth

Thursday, July 4, 2024 – Independence Day

Friday, July 5, 2024 – Day after Independence Day

Monday, September 2, 2024 – Labor Day

Thursday November 28, 2024 – Thanksgiving Day

Friday November 29, 2024 – Day after Thanksgiving

Tuesday, December 24, 2024 – Christmas Eve

Wednesday, December 25, 2024 – Christmas Day

One Floating Holiday – Must be used by 12/31/2024



City of Jonesboro 2024 Official Holiday Schedule

Monday, January 1, 2024 – New Year’s Day

Monday, January 15, 2024 – Martin Luther King Jr., Day

Monday, May 27, 2024 – Memorial Day

Wednesday, June 19, 2024 - Juneteenth

Thursday, July 4, 2024 – Independence Day

Friday, July 5, 2024 – Day after Independence Day

Monday, September 2, 2024 – Labor Day

Thursday November 28, 2024 – Thanksgiving Day

Friday November 29, 2024 – Day after Thanksgiving

Tuesday, December 24, 2024 – Christmas Eve

Wednesday, December 25, 2024 – Christmas Day

Two Floating Holidays – Both must be used by 12/31/2024

minimum forty-hour (40) work week. (Exceptions: Law Enforcement and Public Safety Positions – See Departmental Procedures).

SECTION B: HOLIDAYS

Holidays observed by City employees, unless such employees are required to be on regular duty, shall include:

New Year's Day	Thanksgiving Day
M.L. King Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday (effective 1-14-08 and to be decided on by Mayor and Council at 1 st meeting of each year)

And such other days or parts of days may be designated as paid holidays by the City Council. When a holiday falls on a Sunday, the holiday will normally be observed on the following Monday. Holidays that fall during leave shall not be charged against leave. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday falls and must work your scheduled working day immediately preceding and the scheduled working day immediately following the holiday, unless an absence on either day is approved in advance by your supervisor.

SECTION C: HOLIDAYS FOR PART-TIME EMPLOYEES

Part-time employees shall not be paid for holidays. When an observed holiday falls on a day on which a part-time employee is scheduled to work, the part-time employee may request to re-schedule their work with the appropriate Department Director.

SECTION D: PERSONAL LEAVE

- DEFINITION:** Personal leave is paid leave that is earned and to be used for vacations, personal business activities, and other personal activities requiring the employee to be absent from work.
- ELIGIBILITY:** All full-time regular employees shall be entitled to earn and accrue personal leave. An employee must complete six (6) months of continuous service before being eligible to take accrued personal leave. Personal leave will accrue retroactive to the individual's employment date. Part-time regular employees and temporary/seasonal employees are not eligible for accrual of leave.
- APPROVAL:** All leave requests shall be submitted to the City Clerk on the form and schedule designated by the City Clerk and after approval of the employee's Department Director. Personal leave will be scheduled by a Department Director so as to meet the operating requirements of the City with reasonable regard to the wishes of the employee.
- ACCUMULATION RATE:** Full-time employees shall be entitled to earn personal leave with pay at the rate of four (4) hours per pay period. In addition to the regular

SECTION B: PAID HOLIDAYS FOR FULL-TIME EMPLOYEES

Paid holidays, observed by **qualified** City employees, unless such employees are required to be on regular duty, shall **be**:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day (4 th of July)	Floating Holiday(s) as approved by Mayor and Council
Labor Day	

Other days or parts of days may also be designated as paid holidays with approval by the Mayor and City Council. When a holiday falls on a Sunday, the paid time off for that holiday will normally be observed on the following Monday. Holidays that fall during approved employee leave time shall not be charged against leave. To be eligible for holiday pay, employees must be regularly scheduled to work on the day on which the holidays falls and must work the scheduled working day immediately preceding and the scheduled working day immediately following the holiday, unless an absence on either day is approved in advance, **or shift work necessitates absence on those days.**

SECTION C: PAID HOLIDAYS FOR PART-TIME EMPLOYEES

Part-time employees, **as defined**, shall not be paid for holidays. When an observed holiday falls on a day on which a part-time employee is scheduled to work, the part-time employee may request to reschedule their work with **the appropriate supervisor.**

SECTION B: PAID HOLIDAYS FOR FULL-TIME EMPLOYEES

Paid holidays, observed by **qualified** City employees, unless such employees are required to be on regular duty, shall **be**:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day (4 th of July)	Floating Holiday(s) as approved by Mayor and Council
Labor Day	

Other days or parts of days may also be designated as paid holidays with approval by the Mayor and City Council. When a holiday falls on a Sunday, the paid time off for that holiday will normally be observed on the following Monday. Holidays that fall during approved employee leave time shall not be charged against leave. To be eligible for holiday pay, employees must be regularly scheduled to work on the day on which the holidays falls and must work the scheduled working day immediately preceding and the scheduled working day immediately following the holiday, unless an absence on either day is approved in advance, **or shift work necessitates absence on those days.**

SECTION C: PAID HOLIDAYS FOR PART-TIME EMPLOYEES

Part-time employees, **as defined, shall be eligible for the same paid holidays as full-time employees, including any floating holidays.**

(Approved by Mayor and Council xx-xx-xx.)

JANUARY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 New Year's Day Holiday	2	3	4	5	6
7	8 Combined Council Work Session / Regular Meeting	9	10	11	12	13
14	15 MLK Jr. Holiday	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

FEBRUARY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5 Council Work Session	6	7	8	9	10
11	12 Council Regular Meeting	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2

MARCH 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	1	2
3	4 Council Work Session	5	6	7	8	9
10	11 Council Regular Meeting	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

APRIL 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 Council Work Session	2	3	4	5	6
7	8 Council Regular Meeting	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

MAY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
5	6 Council Work Session	7	8	9	10	11
12	13 Council Regular Meeting	14	15	16	17	18
19	20	21	22	23	24	25
26	27 Memorial Day Holiday	28	29	30	31	1

JUNE 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3 Council Work Session	4	5	6	7	8
9	10 Council Regular Meeting	11	12	13	14	15
16	17	18	19 Juneteenth Holiday	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

JULY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1 Council Work Session	2	3	4 Independence Day Holiday	5 Holiday	6
7	8 Council Regular Meeting	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

AUGUST 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5 Council Work Session	6	7	8	9	10
11	12 Council Regular Meeting	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Labor Day Holiday	3	4	5	6	7
8	9 Combined Council Work Session / Regular Meeting	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

OCTOBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3	4	5
6	7 Council Work Session	8	9	10	11	12
13	14 Council Regular Meeting	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

NOVEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4 Council Work Session	5	6	7	8	9
10	11 Council Regular Meeting	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28 Thanksgiving Holiday	29 Holiday	30

Attachment: City of Jonesboro 2024 Council Meeting Calendar with combined meetings (3609 : FY' 24

DECEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Council Work Session	3	4	5	6	7
8	9 Council Regular Meeting	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Christmas Eve Holiday	25 Christmas Day Holiday	26	27	28
29	30	31	1	2	3	4

Attachment: City of Jonesboro 2024 Council Meeting Calendar with combined meetings (3609 : FY' 24

JANUARY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 New Year's Day Holiday	2 Council Work Session	3	4	5	6
7	8 Council Regular Meeting	9	10	11	12	13
14	15 MLK Jr. Holiday	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

FEBRUARY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5 Council Work Session	6	7	8	9	10
11	12 Council Regular Meeting	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2

MARCH 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	1	2
3	4 Council Work Session	5	6	7	8	9
10	11 Council Regular Meeting	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

APRIL 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 Council Work Session	2	3	4	5	6
7	8 Council Regular Meeting	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

MAY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
5	6 Council Work Session	7	8	9	10	11
12	13 Council Regular Meeting	14	15	16	17	18
19	20	21	22	23	24	25
26	27 Memorial Day Holiday	28	29	30	31	1

JUNE 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3 Council Work Session	4	5	6	7	8
9	10 Council Regular Meeting	11	12	13	14	15
16	17	18	19 Juneteenth Holiday	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

JULY 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1 Council Work Session	2	3	4 Independence Day Holiday	5 Holiday	6
7	8 Council Regular Meeting	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

AUGUST 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5 Council Work Session	6	7	8	9	10
11	12 Council Regular Meeting	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Labor Day Holiday	3 Council Work Session	4	5	6	7
8	9 Council Regular Meeting	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

OCTOBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3	4	5
6	7 Council Work Session	8	9	10	11	12
13	14 Council Regular Meeting	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

NOVEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4 Council Work Session	5	6	7	8	9
10	11 Council Regular Meeting	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28 Thanksgiving Holiday	29 Holiday	30

DECEMBER 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Council Work Session	3	4	5	6	7
8	9 Council Regular Meeting	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Christmas Eve Holiday	25 Christmas Day Holiday	26	27	28
29	30	31	1	2	3	4



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

13.8

- 8

COUNCIL MEETING DATE
November 13, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Council to consider ADP proposal for human resources and payroll services for FY'24.

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

Review of ADP Proposal

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.)

The City of Jonesboro currently does not have a full-time, or director, position for human resources. Maria Wetherington currently handles HR needs as they arise, in addition to her other duties.

Recently, ADP (who the City uses for payroll) presented a proposal to provide online HR services (and additional payroll services), thereby potentially increasing annual fees from \$16,700 currently to \$45,275.11.

The 2 months of free service is not reflected in the pricing of either the HR only platform or the dual HR/Payroll Practitioner. For the time being, you can implement the HR piece to start gaining traction with the HR Business to address any areas of non-compliance or specific areas you would like to see buttoned up. The increase in spend is about a \$1700/monthly. With the first month being free, your first billing wouldn't cycle until after Jan. 2024. You can opt for the payroll admin piece later, if you choose.

While the list of HR services with ADP is very comprehensive and hiring a full-time HR director (not ADP) would be quite expensive, Ms. Wetherington has expressed some verbal interest, when asked, of continuing HR duties for the City. Of course, this would involve a change in job title and an increase in pay. (As was done with Rodney Virgil recently.) Ms. Wetherington was very experienced with HR issues in her job prior to working for the City of Jonesboro.

It is Council's discretion to either pay for more outsourcing and to continue to handle tasks with willing employees in-house.

Update for October 9th Meeting:

- The Councilmembers that spoke expressed an interest in keeping HR services in-house.

Update for November 13th Meeting:

- No changes expressed since the October meeting. This item needs a decision in November in order to finalize and approve the FY' 2024 budget in December.

Fiscal Impact

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

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

November, 13, 2023

10/09/23

City Council

TABLED

Next: 11/13/23

Signature

City Clerk's Office

Increase in \$28,575.11 annually to existing ADP contract.

13.8

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

- City of Jonesboro 10
- full_report_hr_coordinator_jonesboro_ga

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

Denial of HR Service with ADP for FY'24

August 25, 2023

Nina Robinson
City of Jonesboro
124 North Ave
Jonesboro, GA 30236-3278

Dear Nina,

ADP is committed to Service Excellence. This drives our culture and will always be at the heart of our relationship with each and every client. When our clients think about ADP, they do not think of us as simply another vendor. Instead, they think of us as the best business partner their organization could have in navigating an increasingly challenging environment of managing their human capital.

Thank you for the opportunity to provide this proposal to City of Jonesboro. Please contact me if you have any questions or require further information.

Sincerely,

Brittany Hodge
SDM
brittany.hodge@adp.com

The information contained in this proposal is confidential and proprietary and should not be shared with individuals outside of your company. ADP, the ADP logo and ADP Workforce Now® are registered trademarks of ADP, Inc. All other marks are the property of their respective owners. © 2022 ADP, Inc. All rights reserved.



Company Information

City of Jonesboro
124 North Ave
Jonesboro, GA 30236-3278
United States

Executive Contact

Nina Robinson
nrobinson@jonesboroqa.com
(404) 821-0245

We take great pride in working with each of our clients to provide them with the most comprehensive HCM solutions on the market. Our biggest success comes when we can assist our clients with their journey and evolve our solutions and support as their needs change.

The purpose of this document is to provide a snapshot comparing current ADP annual costs to the proposed annual investment based on our discussions regarding your company ' s needs.

The difference between these two numbers equates to the net annual increase referred to as “ Incremental Annual Spend ” .

ADP Sales Associate

Brittany Hodge
SDM
brittany.hodge@adp.com
478-955-4937

Current ADP Annual Costs	\$16,700.00
Proposed New ADP Annual Investment	\$45,275.11
Incremental Annual Spend	\$28,575.11
Legal disclaimer: The details provided on this page are for comparison purposes only. Current recurring annual spend for ancillary ADP products & services not being replaced will remain as is. This comparison is not intended to compare spend tied to any non-ADP 3rd party products or services. Actual incremental spend is subject to change based on variety of factors, including but not limited to payroll frequency, employee size, etc. By executing the sales order and subsequent terms, client is agreeing to pay new rates as detailed on the sales order for new services once installed/implemented. At which time, old fees, for items replaced will no longer be charged by ADP.	

Attachment: City of Jonesboro 10 (3560 : ADP Proposal for HR and Payroll Services)

Company Information

City of Jonesboro
124 North Ave
Jonesboro, GA 30236-3278
United States

Executive Contact

Nina Robinson
nrobinson@jonesboroqa.com
(404) 821-0245



65

Total
Employees



\$0.00

Implementation
Costs



\$45,275.11

Total Annual
Investment

Expiration
9/14/2023

ADP Sales Associate

Brittany Hodge
SDM
brittany.hodge@adp.com
478-955-4937

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or service agreement governing the services contemplated therein.

Attachment: City of Jonesboro 10 (3560 : ADP Proposal for HR and Payroll Services)

Company Information

City of Jonesboro
124 North Ave
Jonesboro, GA 30236-3278
United States

Executive Contact

Nina Robinson

nrobinson@jonesboroqa.com
(404) 821-0245

Recurring Fees and Considerations

Number of Employees: 65 on City of Jonesboro



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
ADP Comprehensive Services Bundle	65	\$1,951.25	-	See Below	\$3,150.25	\$37,803.00
▪ Comprehensive HR						
ADP Comprehensive Services Ancillary Modules	65	-	-	\$8.90	\$578.50	\$6,942.00
▪ Total Absence Management (Leave Administration)						
▪ Benefits Invoice Discrepancy Reporting						
▪ Talent Bundle						
▪ Recruiting Embedded Intelligence						
Non-Paid Employees	1	-	-	\$6.53	\$6.53	\$78.36
Employment and Income Verification	65	-	-	-	\$0.00	\$0.00
▪ Employment Verification						
ADP Comprehensive Services Bundle		1 - 50			\$50.18	
		51 - 150			\$42.75	
		151 - 250			\$35.55	
		251 - 500			\$28.13	
		501 - 1000			\$22.73	



Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	65	-	-	\$6.95	\$451.75



Total Annual Investment

Total Annual

Workforce Now Services

\$45,275.11



Other Considerations

Implementation

Setup

Health & Welfare Benefit Carrier Feed Setup included at no charge: 3

Attachment: City of Jonesboro 10 (3560 : ADP Proposal for HR and Payroll Services)

Important Project & Billing Information

Billing for Comprehensive Services shall begin the monthly billing cycle following the initial kickoff call. The billing counts are based on all "All Non-Archived" employees excluding terms. Any lives classified as Non-Paid will be billed a separate lower rate. 1099 Contractors paid through a specific 1099 Contractor company code will also be billed via a separate rate.

SUI Management Annual Volume: Processing of claim cases equal to 10% of Client's employee count within a 12-month period is included for no additional fee. Processing of additional claim cases will be billed at a rate of \$35 per claim case. Optional services: Appeals filing and Hearing Representation are subject to additional fees to be approved by client in advance.

Promotion Terms

Promotion will be applied to the first and 13th month of fees for Comprehensive Services (also referred to as the Promotional Period). Any Time and Attendance Software and Hardware Costs (if applicable) are excluded from the free month promotion. Actual promotional value may vary based on a number of reasons, including but not limited to: start date and actual number of employees paid during the promotional months.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send all invoices to nrobinson@jonesboroga.com
Expiration Date: 9/14/2023

Summary			
Estimated Annual Net Investment:	\$45,275.11	Total Implementation:	\$0.00

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

Attachment: City of Jonesboro 10 (3560 : ADP Proposal for HR and Payroll Services)

Workforce Now Included Services

Comprehensive HR

- Enhanced Payroll
- Enhanced HR with Onboarding & EI-9
- Enhanced Benefits with Essential ACA
- Decision Support
- Strategic Partner
- Designated WFN Technology Specialists
- Designated HR Specialist
- Designated Open Enrollment Specialist
- Tax Registration Services
- Wage and Hour Compliance on Demand
- Talent Strategy Support
- Risk & Safety Support
- MyLife Advisors (EE & Mgr Service Center)
- Wisely Pay Card Services
- ACA Center of Excellence
- ADP DataCloud: Analytics
- Document Cloud
- Voice of Employee
- Online Learning Library
- Compensation Analysis
- Wellness & Employee Assistance Program
- Employee Discount Program
- COBRA Administration
- Job Descriptions
- Labor Law Posters
- Customized Employee Handbook
- 5 Standard Management Reports

Total Absence Management (Leave Administration)

- ADP processes leave requests and disseminates the information in an accurate and timely manner, while adhering to frequently changing family and medical leave legislative requirements, as well as company policies

Benefits Invoice Discrepancy Reporting

- ADP will compare benefit enrollments from WFN to benefit enrollments on carrier invoices. ADP will identify discrepancies in coverage and/or premiums, and provide a report outlining the identified discrepancies.

Talent Bundle

- Recruitment and Talent Acquisition
- Performance and Goal Management
- Recruiting Embedded Intelligence
- Industry and Geographic Compensation Benchmarks
- Compensation Management
- Talent Center of Excellence
- ZipRecruiter Job Slots
- Succession Planning

Employment Verification

- Commercial Employment and Income Verifications
- Client access to Electronic Reports and Tools

Thank you for your consideration



GLOBAL MASTE SERVICES AGREEMENT

Effective Date: _____, 20__

As between:

ADP, INC.
(Referred to in this agreement as “**ADP**”)
One ADP Boulevard
Roseland, NJ 07068

-and-

City of Jonesboro
(Referred to in this agreement as “**Client**”)
124 North Avenue
Jonesboro, GA 30236-3100

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Payroll Services – delivered via ADP Workforce Now
- ADP Comprehensive Services:
 - Human Resource Administration Services – delivered via ADP Workforce Now
- ADP Compliance on Demand
- ADP DataCloud
- ADP Document Cloud
- ADP Marketplace
- Benefit Services – delivered via ADP Workforce Now
- Comprehensive Learning Library (myLearning@ADP)
- Employment Verification Services
- ESS & MSS Technology
- Essential ACA Services
- Participant Solution Center Support
- Talent Acquisition Solutions – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now
- Total Absence Management Services

Appendices

- Appendix: ADP Comprehensive Services - Service Definition
- Appendix: Data Privacy

Attachment: City of Jonesboro 10 (3560 : ADP Proposal for HR and Payroll Services)

Global Master Terms and Conditions

1 Definitions

- 1.1 ADP HCM Services.** Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Service Order or otherwise) will be applicable.
- 1.1.1 ADP Compliance on Demand.** A workforce management solution that provides clients with access to information and practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.
- 1.1.2 ADP Comprehensive Services.** ADP's business process outsourcing services delivered via ADP Workforce Now technology that covers the spectrum of human capital management services, including payroll, human resources, time and attendance, recruitment, talent, learning, benefits, among other services, as further described in the Service Definitions.
- 1.1.3 ADP Data Cloud.** Provide tools to analyze and understand data.
- 1.1.3.1 Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
- 1.1.4 ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
- 1.1.5 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).
- 1.1.6 ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations, generating and/or transmitting of payment instructions, and also including:
- 1.1.6.1 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
- 1.1.6.2 ADP Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate Payees as directed by Client.
- 1.1.6.3 ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation and work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.
- 1.1.6.4 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
- 1.1.6.5 State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.
- 1.1.7 ADP Total Absence Management Services.** Services to help facilitate consistent and compliant application of leave policies.
- 1.1.8 ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions, employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.1.9 Benefit Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
- 1.1.10 COBRA Services.** Administration of federal COBRA continuation coverage, including required notification and billing.
- 1.1.11 Employment Verification Services.** Management of employment and income verification requests.
- 1.1.12 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.
- 1.1.13 Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C, access to evidence of benefit offering information and benefit offering audit reports.
- 1.1.14 Human Resources Administration Services.** Administration of human resource functions using a unified system process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, automate notification and approval processes via self-service/direct access, as further described in the Service Definitions and also including:
- 1.1.14.1 WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 related employment eligibility verification processes.

- 1.1.14.2 **HR Consultant.** Access to HR consultant to provide guidance, HR best practices, and support for maximizing the use of HR and Talent Management Services technology
- 1.1.14.3 **Knowledge and Document Library.** Online library of HR best practices, template letters, procedural checklists and legislative considerations, including job descriptions, employee and administrator onboarding welcome kits, employee handbooks, interview and hiring best practices, among other templates and forms.
- 1.1.14.4 **Comprehensive Learning Library (myLearning@ADP).** Online access to ADP self-paced, web-based training library content and some live instructor-led webinars. Library will consist of courses covering topics such as compliance, broad workplace safety, workplace culture, and leadership/performance and will be available to employees, managers, practitioners and administrators.
- 1.1.14.5 **EAP.** Access to employee assistance programs.
- 1.1.14.6 **Employee Perks.** Access to employee discount programs.
- 1.1.15 **Participant Service Center.** Management of inquiries related to services through ADP service center locations as part of a comprehensive offering.
- 1.1.16 **Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:
 - 1.1.16.1 **ADP Recruiting Management Services.** Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.
- 1.1.17 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - 1.1.17.1 **ADP Compensation Management.** Solutions and tools to administer the compensation planning process.
 - 1.1.17.2 **ADP Performance Management.** Solutions and tools to facilitate the performance management process including goal alignment and employee engagement.
 - 1.1.17.3 **Succession Planning.** Solutions and tools to facilitate talent assessments and establish action plans for critical roles.

1.2 General

- 1.2.1 **"ADP"** has the meaning set forth on the cover page.
- 1.2.2 **"ADP Application Programs"** means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.2.3 **"ADPCheck"** means checks printed and distributed by ADP to Payees pursuant to Client's direction.
- 1.2.4 **"ADPCheck Services"** refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.
- 1.2.5 **"ADP Direct Deposit Services"** means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of the Payee's selection.
- 1.2.6 **"Affiliate"** means, with respect to any entity, any other entity that controls, is controlled by or under control with such entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.
- 1.2.7 **"Agreement"** means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
- 1.2.8 **"Amendment"** means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.
- 1.2.9 **"API"** means application programming interface.
- 1.2.10 **"Approved Country"** means each country in which, subject to the terms of this Agreement, Client is authorized to use and receive the Services. The following is the list of Approved Countries for the Services: United States.
- 1.2.11 **"Business Day"** means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.2.12 **"Cardholder"** means the Payees of Client who receive a Pay Card.
- 1.2.13 **"Client"** has the meaning set forth on the cover page.

- 1.2.14 “Client ACA Liaison”** means the Client’s designated person who shall serve as ADP’s principal contact for Essential ACA Services.
- 1.2.15 “Client Content”** means all information and materials provided by Client, its agents or employees, regardless of form.
- 1.2.16 “Client Group”** means Client and Client’s Affiliates listed in the Sales Order who are authorized to receive the Services.
- 1.2.17 “Client Infringement Event”** means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client’s behalf other than at the direction of, or as approved by, ADP or (ii) Client’s failure to use the most current released version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.2.18 “Client-Uploaded Material”** any content uploaded, used, copied, installed or enabled on myLearning@ADP.
- 1.2.19 “Confidential Information”** means all trade secrets, processes, proprietary data and documentation and any pricing product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.
- 1.2.20 “Data Security Breach”** means a security breach as defined by applicable law or any incident that compromises confidentiality, integrity, or availability of Personal Data.
- 1.2.21 “DHS”** means the U.S. Department of Homeland Security.
- 1.2.22 “Documentation”** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.2.23 “Early Termination Fee”** has the meaning set forth in Section 12.4.
- 1.2.24 “Effective Date”** has the meaning set forth on the cover page.
- 1.2.25 “ERISA”** means Employee Retirement Income Security Act of 1974, as amended.
- 1.2.26 “E-Verify”** means the DHS’s employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.
- 1.2.27 “Form I-9”** means the employment eligibility verification form issued by the DHS.
- 1.2.28 “FCRA”** means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
- 1.2.29 “Global Master Terms and Conditions”** means the terms and conditions contained in the main body of this document following the signature pages.
- 1.2.30 “Go-Live Date”** means the date of commencement of the first live processing of any given Service.
- 1.2.31 “I-9 Handbook”** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).
- 1.2.32 “Identity Verification Documents”** means the documents that meet the federal requirements for verifying a Payee’s identity and eligibility to work in the U.S. (e.g., (i) a passport, (ii) a U.S. issued driver’s license or picture identification card issued by a state or U.S. federal agency and social security card, or (iii) a U.S. issued driver’s license and birth certificate).
- 1.2.33 “Implementation Services”** means the Services to be performed in order to commence ongoing Services.
- 1.2.34 “Improvements”** has the meaning set forth in Section 5.4.
- 1.2.35 “Indemnitee”** has the meaning set forth in Section 6.3.
- 1.2.36 “Indemnitor”** has the meaning set forth in Section 6.3.
- 1.2.37 “Initial Term”** means the period beginning as of the Effective Date and ending one (1) year after the date of Client’s first monthly invoice for Services.
- 1.2.38 “Intellectual Property Rights”** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.2.39 “Internal Business Purposes”** means the usage of the Services, including the ADP Application Programs, exclusively for the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.
- 1.2.40 “Issuing Bank”** means the financial institution selected by ADP that issues the Pay Card.

- 1.2.41 **"NACHA"** means the National Automated Clearing House Association.
- 1.2.42 **"Notice to Furnishers"** means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: <http://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>.
- 1.2.43 **"Payee"** means any intended recipient of payments under the Payment Services and may include Client's employees, tax authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.2.44 **"Payment Services"** means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.2.45 **"Pay Card"** means the pre-paid card issued to Client's Payees for Permitted Payments.
- 1.2.46 **"Pay Card Services"** refers to ADP's payment of Client's Payees through a Pay Card issued by the Issuing Bank.
- 1.2.47 **"Permitted Payment"** means the legal payment of wages, commissions, consulting fees or similar compensation or other related expenses in the employment context.
- 1.2.48 **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.2.49 **"Plan"** means Client's plan, including a group health plan, as identified by Client for the applicable Services.
- 1.2.50 **"Plan Administrator"** means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414 of the Internal Revenue Code of 1986, as amended.
- 1.2.51 **"Regulation E"** means the Federal Reserve Board, Regulation E (12 CFR 1005).
- 1.2.52 **"Renewal Term"** means each additional one (1) year period after the Initial Term.
- 1.2.53 **"Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group ADP.
- 1.2.54 **"Services"** means the services listed on the cover page of this Agreement (including Implementation Services related to the ADP Application Programs), as may be further described in the Services Definitions, and such other services as the parties may agree to be performed from time to time.
- 1.2.55 **"SOC 1 Reports"** has the meaning set forth in Section 9.1.
- 1.2.56 **"Term"** means the Initial Term together with each Renewal Term, if any.
- 1.2.57 **"Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed or discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.2.58 **"Unauthorized Third Party"** means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.
- 1.2.59 **"USCIS"** means U.S. Citizenship and Immigration Services.
- 1.2.60 **"User"** means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.
- 1.2.61 **"Verification Agent"** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.
- 1.2.62 **"Verification Data"** means employment and income information disclosed on the Client's behalf in connection with Employment Verification Services.
- 1.2.63 **"Verifiers"** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify Client's employees or former employees Verification Data in connection with Employment Verification Services.

2 Provision and Use of Services

- 2.1 Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.
- 2.3 Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the Approved Country only and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the Approved Country. ADP makes no representation or warranty that access and use of the Services from outside the Approved Country by Client employee managers and/or other Users who are not physically located in an Approved Country comport with any local laws, regulations, or directives in any other country. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.
- 2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records.** Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.
- 2.6 Third Party Services Available through or Integrated with the Services.** At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

3 Compliance

- 3.1 Applicable Laws.** Each party will comply with laws and regulations that affect its business generally, including any applicable laws relating to bribery, export control, computer fraud and data protection laws.
- 3.2 Design of the Services.** ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C with physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4 Pay Card Services.** Notwithstanding anything to the contrary in Section 3.2, ADP shall be responsible for compliance with the requirements of Regulation E applicable to financial institutions with respect to prepaid card accounts, provided Client will fulfill the compliance responsibilities of Regulation E that Client controls, including: (a) Client will distribute to its Payees all documents (including without limitation, Pay Card fee schedule and Cardholder Terms and Conditions) that ADP makes available to Client for distribution purposes, and (b) Client will not mandate or unduly influence that any Payee receive Permitted Payments only or Pay Card; in lieu of such mandate, Client will provide to Payees other legally permissible options for payment of Permitted Payments. Client agrees that it will not rely solely on its use of the Pay Card Services in complying with any laws and governmental regulations and that it will comply with the financial industry rules and compliance standards imposed by various card/payment networks or associations (e.g., related to such things as card security and fraudulent or impermissible use of Pay Cards).
- 3.5 Data Protection Laws.** During the Term of the Agreement (i) Personal Data transferred by Client or at Client's direction to ADP has been collected by Client in accordance with applicable privacy laws; and (ii) Client has the authority to provide such Personal Data to ADP under applicable privacy laws. ADP may not retain, sell (as defined by applicable privacy laws), use or disclose the Personal Data for any purpose other than as needed to perform the Services, as permitted by the Agreement, or as required by law.

4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need-to-know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified. Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use such information for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP, and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.
- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the “Indemnitee”) shall promptly notify the indemnifying party (the “Indemnitor”) of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto for the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the “Ordinary Cap”).

- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Information Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the “Extraordinary Cap”). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.

- 7.3 Matters not Subject to the Cap.** The foregoing limits on liability shall not apply to the following:

- 7.3.1** Client's funding obligations in connection with the Payment Services;
- 7.3.2** Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
- 7.3.3** In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable tax authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;
- 7.3.4** Either party's gross negligence, or willful, criminal or fraudulent misconduct;
- 7.3.5** The infringement indemnity set forth in Section 6.1 and 6.2;
- 7.3.6** Client's obligations to pay the fees for Services; and
- 7.3.7** ADP's obligations to provide credit monitoring as set forth in Section 10.2.

- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTED AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's gross negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.4 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS, AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED “AS IS” AND ADP AND ITS LICENSORS, VENDORS, AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE. WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ITS SUPPLIERS, AND ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.
- 8.3 ADP COMPREHENSIVE SERVICES DISCLAIMERS.** THE PARTIES ACKNOWLEDGE AND AGREE THAT:

- 8.3.1** THE ADP COMPREHENSIVE SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INFORMATION, MATERIALS, FORMS, AND PARTICIPANT SERVICE CENTER ACCESS, ARE PRESENTED IN GOOD FAITH, ARE GENERAL AND EDUCATIONAL IN NATURE AND ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CLIENT AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. FURTHERMORE, INFORMATION CONTAINED IN THE COMPREHENSIVE SERVICES MAY NOT BE APPLICABLE TO OR SUITABLE FOR EVERY SPECIFIC FACT SCENARIO OR CIRCUMSTANCE OR NEED AND MAY REQUIRE CONSIDERATION OF OTHER MATTERS AND LEGAL SUPPORT. CLIENT ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR SEEKING ADVICE, AS IT DEEMS NECESSARY, FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS IN ALL JURISDICTIONS WHERE CLIENT OPERATES AND HAS EMPLOYEES.
- 8.3.2** THERE MAY BE CONFLICTING CURRENT PRACTICES, POLICIES OR CONTRACTS (WRITTEN OR UNWRITTEN) THAT MUST BE ADDRESSED BY CLIENT PRIOR TO THE ADOPTION AND IMPLEMENTATION OF ANY MATERIAL AND/OR CONTENT(S) UNDER THE COMPREHENSIVE SERVICES. WHERE CERTAIN MATERIAL(S) AND CONTENT(S) ARE BEING ADOPTED AND IMPLEMENTED BY THE CLIENT FOR ITS EXISTING WORKFORCE, IT WILL CONSTITUTE A CHANGE IN THE EMPLOYMENT TERMS OR CONTRACTUAL RELATIONSHIP, AND MAY REQUIRE THE PROVISION OF NOTICE OR CONSIDERATION.
- 8.3.3** IN NO EVENT SHALL ADP BE LIABLE TO CLIENT FOR ANY CLAIM(S) RELATING IN ANY WAY TO CLIENT'S INABILITY OR FAILURE TO PERFORM LEGAL, TAX OR OTHER RESEARCH OR RELATED WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY ADP, OR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON ANY CONTENT(S) AND/OR MATERIAL(S) PROVIDED AS PART OF THE COMPREHENSIVE SERVICES. THE CONTENT(S) AND/OR MATERIAL(S) WERE NOT NECESSARILY PREPARED BY A PERSON LICENSED TO PRACTICE LAW IN ANY PARTICULAR JURISDICTION.

9 Security and Controls

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports" or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.
- 9.4 Unauthorized Third Party Access.** Client and its Users are responsible for maintaining the security and confidentiality of password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10 Data Security Breach

- 10.1 Notification.** If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate action to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP shall share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.
- 10.2 Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11 Payment Terms

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services at the rates set forth in the Sales Order for the Initial Term. Total fees charged, including within the Initial Term, may change commensurate with the number of Client employees being serviced. ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days written notice to Client. The fees presented in any Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order. ADP related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for the purposes of this Agreement. Additional charges may be assessed to Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests to Client.

- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client when billing begins for the Services in accordance with Section 11.4.
- 11.4 Invoicing.** Client will be invoiced for fees on a monthly billing cycle. If Client is purchasing Comprehensive HR alone or with other of the ADP Comprehensive Services, billing shall begin starting the monthly billing cycle following the initial kickoff call. Client's applicable ADP Relationship Manager (the "Kick-off Call"). If Client is purchasing Comprehensive Payroll (with Comprehensive HR), Comprehensive Benefits and/or Comprehensive Talent billing shall begin upon the earlier of (a) the date Client is first able to use the services in a live production environment or (b) ninety (90) days from the Kick-off Call. Notwithstanding foregoing, if Client is an existing ADP Workforce Now client migrating from Major Accounts Services to Comprehensive Services has purchased Comprehensive Payroll, Comprehensive Benefit and/or Comprehensive Talent, then Client shall be invoiced for Comprehensive Services commencing one month from the date Client is implemented on the Comprehensive Services platform. With the exception of the addition of any of the Comprehensive Services, in the event after the Effective Date Client adds additional Services pursuant to an Amendment, unless otherwise specified in such Amendment or Sales Order, billing shall commence when Client is first able to use such added Services in a live production environment. ADP will notify Client of all applicable Services payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not when due are subject to a late payment charge of one and one-half percent (1.5%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping, Travel and Out-of-Pocket Expenses.** ADP will invoice Client for postage charges, delivery charges, and third party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 8:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employer Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to a reasonable fee for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 Term.** This Agreement is effective for the Initial Term and will automatically renew at the end of any Term for additional Renewal Terms unless terminated by either party upon written notice given at least ninety (90) days prior to the end of such Term.
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf for third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee, which has not been paid or reimbursed by Client. If the Payment Services remain suspended for more than 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.

12.4 Early Termination Fee. In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination, if Client terminates Services or the Agreement in whole or in part for convenience or ADP terminates the Agreement pursuant to Section 12.2 or 12.3 above, Client will reimburse ADP for its costs (including unamortized investment and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as a percentage of the estimated aggregate ongoing fees for Services (the "**Early Termination Fee**"). During the Initial Term, the Early Termination Fee shall be equal to A multiplied by B where A equals the number of months remaining in the Initial Term, as of the effective date of termination, and B equals the average monthly fee for the terminated Services. During any Renewal Term, the Early Termination Fee shall be equal to fifty percent (50%) of A multiplied by B. If monthly fees for Services have not been payable at a time of termination, B above shall be equal to the estimated monthly fees that would have been payable under the Agreement. In the case of a partial termination, ADP may adjust the fees for the remaining Services accordingly. Client shall also pay the Early Termination Fee in the event of any reduction in Client's volume or usage of Services by more than fifty percent (50%).

12.5 Additional Termination Provisions.

12.5.1 Additional Termination Provisions for Pay Card Services. In addition to any other terms and conditions of the Agreement, ADP may terminate the Pay Card Services as follows: (i) the Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days' notice to Client if ADP or the Issuing Bank believes that any change in any card network rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the Pay Card Services (or any feature thereof) in that jurisdiction; or (ii) the Issuing Bank cancels the Pay Cards issued on behalf of Client (e.g., due to Client's non-compliance with its obligations) or advises ADP that it is no longer willing to service the Pay Card, provided that in such later instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing the Pay Card Services during such search for a successor Issuing Bank.

12.5.2 Additional Termination Provisions for ADP Employment Tax Services. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Dependencies (SODs) prior to the expiration of such access.

12.5.3 Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

12.5.4 Additional Termination Provisions for ADP Comprehensive Services. ADP may terminate, by further written notice to Client, if Client fails to render reasonable cooperation needed in connection with the implementation services such that ADP is unable to complete the Implementation Services and commence Services. ADP may also suspend and/or terminate performance immediately without prior notice in the event Client, its employee(s) or any other third party uses or accesses ADP Services in a manner that exposes ADP to civil or criminal liability.

12.5.5 Additional Termination Provisions for Essential ACA Services. If ADP reasonably determines that it can no longer provide all or any portion of Essential ACA Services due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of Essential ACA Services.

12.5.6 Additional Suspension for ADP Compliance on Demand. ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.

13 Post Termination

13.1 Scope. At any time prior to the actual termination date, Client may download Client's information or reports available to Client in conjunction with all of the Services provided to Client by ADP. Upon expiration or termination of the Services, subject to Section 13.2, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate. In connection with any data extraction, ADP will not be required to provide any third party with access to ADP's systems, intellectual property or any Confidential Information of ADP.

13.2 Past Due Amounts. If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 shall be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

14 Additional Terms

14.1 ADP Employment Tax Services. The following additional terms and conditions apply to the ADP Employment Tax Services:

14.1.1 Important Tax Information (IRS Disclosure) for U.S. Only. Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that optional enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

- 14.2 ADP Recruiting Management Services.** The following additional terms and conditions apply to the ADP Recruiting Management Services:
- 14.2.1 Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, compliance with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.
- 14.2.2 Vendors.** Client shall be exclusively responsible for all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 14.2.3 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use and access to the ADP Recruiting Management Services may be subject to additional terms of services which shall be included within the ADP Recruiting Management Services. Prior to enabling the ADP Recruiting Management Services, Client shall ensure that its Users of ADP Recruiting Management Services click through and accept such additional terms of service.
- 14.3 Benefit Services.** The following additional terms and conditions apply to the Benefit Services:
- 14.3.1 Benefits Liaison.** Client shall designate in writing to ADP one or more contacts for the Benefit Services to serve as the Client Benefits Liaison, and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.
- 14.3.2 Compliance of Benefit Plans.** Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.
- 14.3.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF THE SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT AN EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP IN PROVIDING BENEFIT SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §164.501, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO 65 FED. REG. 82461, 53181. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF ANY PLAN(S).
- 14.3.4 Carrier Connections.** ADP will, at Client's request, and for an additional charge as set forth on the Sales Order, provide Client with the following Carrier Connections services:
- 14.3.4.1** ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's designated carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to designated carriers.
- 14.3.4.2** ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will be obligated to transmit Client's data to designated carriers if at any time Client's designated carrier provides the proper interface as described above. Client is responsible for promptly reviewing records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
- 14.3.5 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use of, and access to, the Benefit Services may be subject to additional terms of service which shall be included within the Benefit Services. Prior to enabling such Services, Client shall ensure that its Users of Benefit Services click through and accept such additional terms of service.
- 14.4 COBRA Services.** The following terms relating to COBRA services will apply.

- 14.4.1 Operating Guidelines.** ADP's performance of COBRA Services shall be in accordance with the operating guidelines including the COBRA Administration User Guide, as amended from time to time, a copy of which will be provided to Client upon request.
- 14.4.2 Use of Name.** Except for references to ADP as a service provider in IRS Form 5500 or a similar filing as required by ERISA, Client shall not use ADP's name without ADP's prior written consent.
- 14.4.3 Retention of Administrative Fee and Interest.** Client agrees that ADP shall retain the two percent administrative fee allowed by COBRA which shall be added to the premium due. ALL AMOUNTS EARNED ON FUNDS REMITTED TO ADP IN CONNECTION WITH THE SERVICES PENDING DISBURSEMENT TO CLIENT (CLIENT'S DESIGNEE) SHALL BE RETAINED BY ADP AS COMPENSATION. AMOUNTS DISBURSED TO ADP SHALL BE HELD BY ADP FOR APPROXIMATELY FIFTEEN (15) DAYS PRIOR TO DISBURSEMENT BY ADP.
- 14.4.4 HIPAA.** Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification Rule for Unsecured Protected Health Information ("Breach Notification Rule"), all enrollment information collected is on behalf of Client and not the health plan. All other information collected for providing COBRA Services is considered employment records and is explicitly excluded from the definition of Protected Health Information as stated at 45 CFR §164.501, and is not subject to the privacy rule found in HIPAA. See also 65 Fed. Reg. 82461, 53181. To the extent any information is deemed to be Protected Health Information by any regulator, COBRA Services otherwise comply with the Privacy Security Rules disclosure exception found at 45 CFR § 164.504(f).
- 14.4.5 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF THE SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PERSONAL REPRESENTATIVE OF THE EMPLOYER" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF HIPAA AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT IN SUCH A MANNER. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ALL ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT ANY EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP IN PROVIDING COBRA SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §164.501, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO 65 FED. REG. 82461, 53181. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

14.5 WFN EI-9 Services. The following additional terms and conditions apply to the WFN EI-9 Services.

- 14.5.1 Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:
- 14.5.1.1** Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with applicable policy and procedures set forth therein, and any future new or amended policies and procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
- 14.5.1.2** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of missing or incomplete Form I-9.
- 14.5.1.3** ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP will apply only to the extent Client is using E-Verify through ADP
- 14.5.1.3.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
- 14.5.1.3.2** Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

- 14.5.1.3.3** Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on WFN EI-9 Service.
- 14.5.1.3.4** To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements in this Section.
- 14.5.1.3.5** Ensure all of Client's authorized users (i) complete the mandated E-Verify training and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
- 14.5.1.3.6** Immediately notify ADP of any updates/changes to its E-Verify employer status (if Client becomes a federal contractor or Client ceases being a federal contractor).

14.5.2 Form I-9 Retention. During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storing copies of Forms I-9.

14.6 Payment Services. The following additional terms and conditions apply to the Payment Services:

- 14.6.1 Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP deems necessary in connection with the provision of Payment Services.
- 14.6.2 Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearinghouse, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
- 14.6.3 Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
- 14.6.4 Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
- 14.6.5 Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.7 ADP Wage Payment Services. The following additional terms and conditions apply to ADP Wage Payment Services:

- 14.7.1 ADPCheck; Direct Deposit.** Client agrees not to distribute any ADPChecks to Payees in a manner that would enable Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from each employee or individual authorizing the initiation of credits to such party's account and debits of such account to rectify funds credited to such account in error.
- 14.7.2 Pay Card Services.** To the extent received, Client will be responsible for securing all welcome kits to prevent unauthorized access or use.

- 14.7.2.1 Cardholder Set-Up.** Client will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and procedures required by the Issuing Bank or ADP. Client shall provide the appropriate card kit for Payees (i.e. payroll card kit for employees paid wages, commissions, or similar compensation and employee card kits for independent contractors). Further, Client shall obtain all necessary consent from each Payee (including those switching from another paycard program) included in submitted set-up that is required under applicable law and rules, including NACHA, for Payee to (i) receive payments from Client on its Pay Card and (ii) participate in the Pay Card Services, and Client is responsible for reviewing and confirming that all enrollment information supplied to ADP is accurate and complete. Prior to setting up any Payee on the Cardholder database and distribution of a Pay Card to the Payee, Client will verify Payee Identity Verification Documents. Client shall obtain from the Payee and provide to ADP the following information: (a) name; (b) residential address (a P.O. Box is not acceptable); (c) date of birth; (d) social security number; and (e) personal telephone number. Client agrees to provide any additional information as may be required by ADP or the Issuing Bank. Client will not provide a Pay Card to individuals outside the United States without the express written consent of ADP. Client further agrees that ADP or Issuing Bank (directly or through a subcontractor) may seek identity information and legal documentation directly from the Payee to verify the identity of any Payee and that a Payee may be denied Pay Card Service for several reasons, including failure to validate the personal information of the Payee. For each Cardholder, Client will make and preserve either of the following: (1) a copy of the Identity Verification Document (2) a description of the Identity Verification Documents, noting the date reviewed, type of document, and, if applicable, the document's identification number, place of issuance and issuance and expiration date. Client provided Client will preserve a copy of all Identity Verification Documents for Payees who are former employees or independent contractors. Client shall retain such documentation during the time that such Payee is a Cardholder until the earlier of (x) five years from termination of Client's obligation to make payments to such Payee or (y) five years from termination of such Payee's Pay Card account; provided, however, in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and Client shall retain such documentation for such longer retention period.
- 14.7.2.2 Enrolling Employees for Cards.** Prior to providing Payee's information to ADP to issue a permanent Pay Card or Client enrolling a Payee for an instant issue Pay Card, Client shall provide each Payee with the notice required under the USA Patriot Act which reads as follows: **"IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What means for you: When you open a prepaid card account, we may require your name, address, date of birth, social security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank. Prior to or in conjunction with distributing a Pay Card to any Payee, if applicable, Client shall remove the account routing information from the card kit. Client shall not, disclose or make available any such account routing (ABA/CD number to any Payee and shall always direct Payees to the Cardholder services telephone number to obtain such account routing (ABA/DDA) number. Payees must accept the Cardholder Terms and Conditions, and the Pay Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions. Client will provide Cardholders with any other information and materials regarding the Pay Card Services provided to it from time to time as determined by ADP. The amounts to be loaded to each Cardholder's Pay Card will be provided to ADP by Client through or by ADP's standard pay transmission methods available to Client or another means agreed to by ADP and Client.
- 14.7.2.3 Pay Card Status, Services and Communications.** Client is responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Pay Card has not been activated, has terminated, cancelled or is in inactive status and even if a Payee has consented to receive their Permitted Payments by the Pay Card. Client will direct Cardholders to ADP's Cardholder services with respect to any Card inquiries, to resolve all disputes regarding their Pay Card and to report any lost or stolen Pay Cards, provided Client will resolve disputes by Cardholders regarding amounts credited or debited to the Pay Cards at the request of Client (e.g., credits as a result of payroll). Client understands that it is not entitled to access or review any Cardholder transaction information and that it has no right to draw back any amounts funded to the Pay Card other than due to an error. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy notice, ADP may provide certain Cardholder transaction information to Client. Cardholders may receive notices, mailings and other communications related to the Pay Card and Card features (e.g., secondary cards, card portability, reward programs, etc.) from or on behalf of ADP or the Issuing Bank.
- 14.7.2.4 Issuing Bank.** All Pay Cards issued to Cardholders are the property of the Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with the Issuing Bank's Cardholder Terms and Conditions. The Pay Card Services may be modified as required by the Issuing Bank and as Client may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations, including legal and regulatory obligations.
- 14.7.2.5 Cardholder Fees.** Client acknowledges that separate fees as set forth on the fee schedule provided with the card kit prior to activation of the Pay Card will be applied to the Pay Card and are the responsibility of the Cardholder. Such Cardholder fees are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Pay Cards.

14.7.2.6 Information Requests. Client agrees that upon prior notice from ADP or the Issuing Bank, ADP, the Issuing Bank and any regulatory authorities with jurisdiction over the Issuing Bank or ADP shall have the right to inspect Client's books and records related to Client's use of the Pay Card Services and Client's performance of its obligations with respect thereto.

14.7.2.7 Third Party Beneficiary. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that the Issuing Bank (and its respective successors and assigns) is a party beneficiary of this Agreement, but solely as it relates to the Pay Card Services, and is entitled to enforce each of the applicable provisions against Client as well as the limit on liability provision in Section 7 of the Global Master Terms and Conditions, including in equity and in law, as if it or they were a party hereto.

14.8 Tax Registration Services. ADP shall provide tax registration services as further described in this Section and the Service Definitions (the "Tax Registration Services") in accordance with and subject to the terms of this Agreement. The Tax Registration Services provided hereunder relate solely to ADP obtaining jurisdiction account numbers for employment tax as requested by Client. There shall be no additional fees for Tax Registration Services. In receiving the Tax Registration Services hereunder, Client acknowledges the following:

14.8.1 Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; (iv) closing of accounts with a state taxing agency.

14.8.2 As a third-party service provider, ADP's Services hereunder are consultative in nature. ADP is not representing Client in dealings before any tax agencies. ADP's provision of the Tax Registration Services should not be construed as legal, tax, or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.

14.8.3 All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by Client. By signing the documents or requesting that ADP affix Client's electronic signature, Client is confirming that (i) Client has reviewed the documents and/or data being submitted to the taxing jurisdiction and (ii) the information contained therein is complete and accurate.

14.8.4 By utilizing the Tax Registration Services, Client authorizes ADP to act on its behalf in obtaining jurisdiction employment account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.

14.8.5 Client understands that ADP's Services are based solely on the information provided by Client and/or otherwise available for ADP in connection with the Services about Client's business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon such information in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide information with information relating to the registration process.

14.8.6 Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.

14.8.7 ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client identification numbers.

14.9 State Unemployment Insurance (SUI) Management Services. The following additional terms and conditions apply to the Management Services:

14.9.1 Provision and Transfer of Information. Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, vesting and separation information, state-specific required information, and other documentation to support response to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communication protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

14.9.2 Definition of Claim; Claim Cap. For purposes of the SUI Management Services provided under this Agreement and to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review by ADP (e.g., including but not limited to, last employer claims, base period employer claims, per qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be as stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.

14.10 ADP Wage Garnishment Payment Services. The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

14.10.1 Description of Services. ADP will act solely in the capacity of a third party service provider of payment processing.

14.10.2 Client's Use of Services. Client agrees not to distribute any ADP Checks to Payees in a manner that would allow Payees to access the associated funds before pay date.

14.11 Employment Verification Services; Employee Authorized Disclosure. The following additional terms and conditions apply to Employment Verification Services and Employee Authorized Disclosure:

14.11.1 Employment Verification Services. Client authorizes ADP and Verification Agents through which Employment Verification Services are performed to disclose, on Client's behalf, Verification Data to Verifiers who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requested, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key in accordance with FCRA. Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a delinquent payment or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.11.1.1 Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test and validate the Verification Data using validation reports made available by ADP or its Verification Agent. If Client uses ADP's hosted payroll processing services, ADP will utilize the latest Verification Data available in ADP's payroll processing system.

14.11.1.2 Notice to Furnishers of Information: Obligations of Furnishers of Information. Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.11.1.3 Archival Copies. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client, its employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

14.11.1.4 Employee Authorized Disclosure. ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

14.12 Essential ACA Services. The following terms shall apply to Essential ACA Services.

14.12.1 Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will make Forms accessible to Client's employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.

14.12.2 Client ACA Liaison. Client shall designate in writing to ADP the name of one person who shall serve as the Client's ACA Liaison for Essential ACA), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under this Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

14.12.3 Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF THE SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE REVENUE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OR OPERATION OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATIONS, AND ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

14.12.4 Important Tax Information (IRS Disclosure): Notwithstanding Client's engagement of ADP to provide Essential ACA, please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that their tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.

14.12.5 Additional Requirements. Client further understands that Essential ACA may be modified as ADP may deem appropriate to assist ADP in complying with its obligations.

14.13 ADP Marketplace and Use of ADP APIs.

14.13.1 Disclaimer. ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.13.2 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content, employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or information provided by any such third party.

14.13.3 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.14 ESS & MSS Technology. The following additional terms and conditions apply to the ESS & MSS Technology.

14.14.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided directly to ADP by Client directly.

14.15 ADP Compliance on Demand. The following additional terms and conditions apply to ADP Compliance on Demand:

14.15.1 Compliance Assistance. Client may have access to certain human resources or compliance professionals who may, at ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP requires Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as a result of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

14.16 Comprehensive Learning Library (myLearning@ADP). The following additional terms and conditions shall apply to the Comprehensive Learning Library:

14.16.1 Party Content Uploaded to myLearning@ADP. Except for content created or licensed by ADP for Client's use, the Client is solely responsible for any content uploaded, used, copied, installed or enabled (collectively, "**Client-Uploaded Material**") on myLearning@ADP. The Client shall not submit any Client-Uploaded Material that is: (a) libelous, defamatory, obscene, threatening, abusive, illegal or otherwise objectionable, or (b) protected by copyright, trademark, trade secret, or other proprietary right without a valid license from the owner of such copyright, trademark, trade secret, or other proprietary right. The Client is singularly responsible for obtaining and maintaining all licenses and any other necessary rights (contractual or otherwise) for any Client-Uploaded Material.

15 Miscellaneous

15.1 Amendment. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors permitted assigns.

15.3 Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party co service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to the subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client shall be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statement of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor dispute, disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired. Such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render the provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of laws provisions.
- 15.13 Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly to such employee and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, any communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.
- 15.14 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceeding brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies or documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given if effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 5800 Windward Parkway, Alpharetta, GA 30005, Attention: ADP Comprehensive Services SVP or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Appendix : ADP Comprehensive Services - Service Definition

Services	Service Specifics	Roles and Responsibilities
Solutions Platform		
ADP Workforce Now ("WFN")	WFN is ADP's trademarked, branded, webbased payroll, HR, Benefits and Time and Attendance technology. WFN serves as the access point for all Client administrators, employees and managers. General information about ADP WFN can be found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).	
WFN Technology Support	Access to specialists to support Client in use of WFN technology solutions.	
Implementation		
Implementation – Project Manager	The ADP Project Manager is responsible for the overall Comprehensive Services technology implementation and as such creates and maintains a project plan during implementation. The Project Manager conducts an implementation planning meeting to review the multi-faceted implementation, holds regular status meetings with the entire project team (Client, ADP, and external assigned resources) and manages deliverables accordingly.	The Project Manager provides cross product guidance for the duration of implementation and introduces the training curriculum to Client. The Project Manager directs the team of ADP implementation specialists and consultants who work on the multifaceted implementation required for Client to go live on ADP Comprehensive Services, including WFN.
Implementation -- Assignment of a dedicated ADP Relationship Manager/HR Business Partner	The ADP Relationship Manager/HR Business Partner participates in implementation and partners with the Project Manager to complete the Implementation. The ADP Relationship Manager/HR Business Partner: • Schedules onsite visit for Client's strategic analysis during or immediately after implementation kickoff meeting. • Schedules planning meeting to introduce Client's managers and employees to WFN portal and self-service functionality. • Coordinates and schedules Employee/Manager Self Service Launch Meeting and distribution of Welcome Kits. Develops Client Strategic Action Plan for additional services to help assure alignment of Services with Client strategic direction and business drivers in all related functional areas.	The ADP Relationship Manager/HR Business Partner acts as a business consultant during the implementation process and performs business analysis. Client is responsible for validating the accuracy of all converted data. Client will attend all necessary implementation meetings and provide timely feedback as requested.

Attachment: City of Jonesboro 10 (3560 : ADP Proposal for HR and Payroll Services)

Services	Service Specifics	Roles and Responsibilities
Implementation		
Set-up of Payroll, HR & Benefits, and Time and Attendance modules (as applicable)	Implementation includes all activities needed to complete set-up of the Payroll, HR & Benefits, and Time and Attendance modules (the "Module(s)") including the following: • Implementation of all outsourcing services listed in this Statement of Service. • Scheduling and planning all implementation meetings. • Coordinating the collection of implementation service questionnaires. • Setting-up the Module(s) based on Client's requirements. • Collecting all relevant human resources ("HR"), payroll and enrollment data and loading them into the Module(s). Client must provide all data (e.g., corporate information, payroll data, benefit plan information, relevant HR data, including current personal and work data and employee/dependent enrollment information) in a format required by ADP. ADP will determine Client and ADP's readiness to go live based on completion of key deliverables and success of data gathering, conversion and other implementation milestones. ADP will set-up the HR & Benefits module to incorporate Client's (i) corporate structure (e.g., divisions, locations, employee classes, and departments) and user rights; (ii) benefit plans and providers; (iii) HR data, including reports to information, performance management, leave data, job titles, salary structures, and HR reason codes; and (iv) census data, including current personal and work data and employee/dependent enrollment information for all applicable parties.	Client is responsible for (i) accurately completing and providing questionnaires; ADP's implementation team in a timely manner; (ii) providing all HR corporate information to ADP; (iii) providing all plan requirements information, company policies and procedures to either configure WFI and/or incorporate into administrative practices; (iv) providing all payroll data; providing any documents and materials needed to complete employee access set up; (v) providing all plan participant enrollment data in a predefined form required by ADP; (vi) reviewing information in the Module(s) for accuracy; and (viii) all fees related to travel. Failure to meet these requirements may impact the date upon which Client may access the Services. Client is responsible for maintaining system configuration of and data related to all HR related information (e.g., salary structure, job codes, leave policies, manager access, etc.) post implementation. Client's implementation team will determine Client's readiness to start implementation and assist Client's implementation team members. The make-up of Client's implementation team may vary according to the number of complementary products or services purchased. Client's implementation team will coordinate with the service team and Client's designated team members to ensure requirements are understood and will assist in the transition to service.
Interfaces - ADP Carrier Connection [®]	If Client purchases Comprehensive HR, Comprehensive Payroll or Comprehensive Talent either separately or together, but without Comprehensive Benefits, Client shall be entitled to up to three (3) standard carrier connections at set up of the Services. If Client purchases Comprehensive Benefits alone or with any other Comprehensive Service(s), Client shall be entitled to unlimited standard carrier connections at set up (initial implementation) of the Services. Client may elect additional standard carrier connections for an additional fee. Subsequent reconfiguration of existing carrier connections and additional elections requested after set up (initial implementation) of the Services are available for an additional fee. Carrier connections shall be subject to an annual maintenance fee.	Client shall promptly deliver to ADP a Client Content required by ADP to set standard carrier connections. Client will work with its carriers to ensure ADP is permitted to transmit data and access Client's data to the carrier's system. No third party agreements with Client's carriers should be required. With respect to Carrier Connections, any changes in Client's benefit providers that require the establishment of a new carrier connection or the modification of an existing carrier connection shall be considered a new carrier connection and shall be completed by ADP at ADP's then current rates.

Services	Service Specifics	Roles and Responsibilities
Implementation		
Interfaces - Payroll Interfaces, Custom Interfaces	Client may require payroll or other custom interfaces in order to electronically transmit data, including but not limited to employee payroll data, certain HR and other demographic employee data, etc., to designated third parties authorized by Client. The development of such Interfaces shall be at ADP's then current fees for such services and fees shall be depend on the amount of customization required by ADP to create such interfaces. ADP shall provide Client with an estimate of the cost of the interface prior to its development. An annual maintenance fee shall apply to all interfaces, including Payroll Interfaces and Custom Interfaces.	ADP's construction of interfaces are subject to configuration by Client of the applicable Client Content and the formatting of such transmission to designated third parties. ADP's ability to transmit Client Content dependent on the agreement by the designated third parties and ADP will not be obligated to transmit data unless the designated third parties have agreed to accept data via the interface.
ADP Personnel – Roles and Responsibilities		
ADP Relationship Manager/HR Business Partner	Each Client is assigned one (1) ADP Relationship Manager/HR Business Partner, no matter which Services Client has purchased. The ADP Relationship Manager/HR Business Partner actively communicates with Client and acts as the primary contact between ADP and Client to ensure the delivery of services and resolution of issues.	The Relationship Manager/HR Business Partner strengthens the connection with clients through proactive service and consultation. The Relationship Manager/HR Business Partner aligns with executives and key stakeholders in the Client's organization to understand business goals and objectives. They consult with the client to align the right services and help create efficiencies through ADP technology solutions. The Relationship Manager/HR Business Partner conducts executive meetings to share updates on key initiatives and maintain alignment to changes in the Client's business. Additionally, the Relationship Manager/HR Business Partner proactively identifies client needs and coordinates the delivery of the services. This includes consultation and best practices to help Client maintain compliance with applicable federal, state and local employment laws. The Relationship Manager/HR Business Partner coordinates HR services, such as Employee Training, HR Policies and Procedures, Job Descriptions and guidance for resolving employee relations issues.

Services	Service Specifics	Roles and Responsibilities
ADP Service Centers		
ADP Service Center (for Client administrators)	Access to a toll free number with Client identification and issue routing via telephony. Provides access to primary support resources through WFN technology.	ADP provides access to an assigned specialist team that will be Client's primary support resource. ADP will provide standard service center hours 8:00 am to 5:30 pm Client local time (Clients in Hawaii will have service center access 8:00 am to 5:30 pm PST), Monday through Friday, except for scheduled downtime for training, meetings and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.
My Life Advisor	Access to a toll free number for use by employees and managers for: • General self-service and payroll inquiries • General HR inquiries where Client policy is explicit when WFN Comprehensive HR is elected • Benefit call support when WFN Comprehensive Benefits is elected As authorized by Client, respond to Client's employees inquiries, when ADP has all pertinent information related to: • Employee personal information • Employee pay information and issues • Vacation, holiday, and leave of absence information • Hours of work and overtime information • Benefit Participant Information when WFN Comprehensive Benefits is elected Further, the My Life Advisors can provide bi-lingual support for both English and Spanish speaking employees. Other languages are available via a partnership with AT&T's language line for an additional fee charged back to Client on a pay per usage basis.	As a prerequisite to use of My Life Advisor Client is responsible to support and promote employee self-service and manager self-service. ADP will conduct one (1) on-site employee self-service/manager self-service launch meeting. On request, ADP will support multiple virtual self-service launch meetings. ADP will answer employee and manager questions that have an apparent relationship to data entry visible through the WFN applications. ADP will provide standard service center hours 8:00 am to 11:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.

Services	Service Specifics	Roles and Responsibilities
Payroll and Tax Administration		
Payroll and Tax	ADP payroll processing with tax service to authorized jurisdictions (also included: CheckView, Payroll Preview, Total Tax PlusSM, Full Service Direct Deposit or TotalPay® banking options, Labor Distribution, iPayStatements, iReports). Additional fees will apply for ADP delivery via courier. Year-end Forms W-2 will be provided and Clients will be billed separately. Additional fees will apply for direct mailing of year-end Forms W-2.	ADP processes payroll and files a deposits appropriate federal, state and local taxes. Client must review and approve final payments.
Time and Attendance Feed to Payroll	Import employee Time and Attendance records provided that such records are in an ADP-acceptable format (if not utilizing ADP's Time and Attendance Module).	ADP provides Client with required file formats to utilize this feed. Client is responsible for adaptation of its file feed to a format that is compatible with ADP's feed.
Checks and Direct Deposit	ADP offers Clients two (2) banking features: Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) or TotalPay (ADPCheck plus Full Service Direct Deposit).	Client must choose one of the banking features (unless Client is purchasing Comprehensive Payroll which requires TotalPay).
Wage Garnishment Processing Services (WGPS)	ADP provides tools to calculate garnishments based on court orders and client interpretation and also generates reports documenting garnishment activity.	Client provides employee liens and withholding information to ADP. ADP processes employee deductions for lien wage garnishments and court order support and disburses payments to third parties as appropriate. The following shall only apply if Client is not purchasing Comprehensive Payroll Service: Client is responsible for lien interpretation; Client is responsible for all compliance with agency notification requirements; replies garnishment notices received; notices employee terminations and all other require written responses. Client must provide minimum of two (2) weeks' notice prior processing of any special pays to accommodate any garnishment requirements.
HR, Payroll and Benefits Reporting	Comprehensive standard and analytical reports cover HR, payroll, and benefits data.	ADP provides access to certain standard payroll reports. Client has access to ADP reporting tools to generate a limited number of custom reports.
GL Interface	ADP will generate a file every payroll that contains labor expense information that can be entered into popular general accounting programs. Custom programming not included.	
Paid Time Off (PTO)	Access to systems to track employees' paid time off.	Client is responsible for leave administration unless Total Absence Management purchased as an optional service.
Non-Paid Persons	Access to HR & Benefits module to track Client headcount not included in the payroll system. Such persons may include international employees (located outside the U.S.), independent contractors paid outside the payroll system, persons on leave, and retirees.	

Attachment: City of Jonesboro 10 (3560 : ADP Proposal for HR and Payroll Services)

Services	Service Specifics	Roles and Responsibilities
Tax Registration Services		
Relevant and Required Information		Client must provide to ADP all information requested by ADP with respect to the Tax Registration Services. ADP shall obtain relevant and required information to complete online or paper registration applications.
Submission of Applications	Upon Client's request, ADP shall initiate the registration process for each jurisdiction identified by Client and arrange for the submission of the application(s) to the appropriate tax agency on the Client's behalf.	Client may need to provide a signed Power of Attorney (POA) or Reporting Agent Authorization (RAA) when needed by ADP for it to obtain account number and state information from an employment jurisdiction. ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; name, address or entity (corporate for changes; (iii) applications to a state Secretary of State; and (iv) closing accounts with a state taxing agency.
Communications	ADP shall communicate with the tax agency representatives on the status of the application and notify Client in writing of the new account numbers (to the extent this information is communicated to ADP by the tax agency), other account status information, or problems encountered during the process.	Client must promptly provide ADP with all communications received from the tax agency which are directly or indirectly applicable to the registration process or that may otherwise impact Client's request for account number. ADP is not responsible for P&I based timeliness of receipt of the client's number.

Services	Service Specifics	Roles and Responsibilities
State Unemployment Insurance (SUI) Administration		
Administer SUI Claims (where authorized by state law)	Provide pre-separation unemployment insurance (UI) counseling to Client. UI claims administration. Audit SUI tax rate components. Audit UI benefits charges. Voluntary contribution review. Provide a quarterly summary report of claims activity. Client hearing and appeals not included in base services.	ADP assists Client with unemployment claims administration and unemployment tax filings to help Client manage claims and State unemployment costs.
Training and Development		
Employee/Manager Self-Service Launch Training	Training for both Client employees and managers on the self-service tools and application (includes one on-site Employee Self-Service Kickoff and, upon request, virtual Employee Self-Service Kickoff meetings).	Client shall require its employees and managers to attend self-service tools and application training.
Core Product Training	Product training on all the core products for administrator users (not employees or managers).	Client shall require administrator users to attend core product training.
Benefit Support		
Open Enrollment Support (In the event the Client does not receive ADP plan and Comprehensive Benefit Services)	Access to Modules to maintain benefit plan and enrollment information.	HR Consultants assist Client in using the Modules for maintaining benefit plan information and reporting. My Life Advisor assists Client employees in using self-service to make benefit enrollment selections.
Employee Relations		
Employee Perks	Employee access to a wide range of discounts on premium-brand products and services	
New Hire Welcome Kit	New Hire Welcome Kits are made available to Client employees detailing the employee services and perks provided by Client through ADP. The welcome kits are available electronically via WFN.	ADP provide Electronic Welcome Kits via WFN
Compliance Support		
Compliance Newsletters <i>Note: The offering does not include legal advice or guidance.</i>	Access to periodic subject matter Compliance Newsletters.	
Alerts <i>Note: The offering does not include legal advice or guidance.</i>	Access to periodic subject matter Alerts and e-mails.	
Online Compliance Resources <i>Note: The offering does not include legal advice or guidance.</i>	Access to law summaries, periodic tips related to best practices and compliance changes.	

Comprehensive HR Services Definitions

The following supplements the Comprehensive Services Definitions and applies to the extent that Client purchases Comprehensive Services.

Services	Service Specifics	Roles and Responsibilities
Recruitment and Selection		
Job Descriptions	Access to sample job descriptions, resources, and guides Access to an ADP specialist who provides support and guidance on: - Developing new job descriptions - Reviewing job descriptions	Client is responsible for determining Fair Labor Standards Act (FLSA) exempt or non-exempt status.
Benchmark Pay Scales	Service that allows Client to have access to a compensation evaluation tool.	ADP will provide Client with the tools to conduct compensation analysis for open positions.
Employee Relations		
Employee Handbook and Policies <i>Note: ADP Comprehensive HR services do not include legal advice or guidance.</i>	ADP will provide specialists and tools to assist the client with the creation of a customized employee handbook. Client has access to sample forms and policies.	
Employee Assistance Program (EAP)	Access to the EAP service that provides confidential assistance for employees and their dependents for issues such as family problems, substance abuse, legal problems, etc.	
Workplace Safety and Labor Law Compliance		
Labor Law Compliance Posters	Provides Client with suitable Federal and State Labor Law Compliance posters for Client's worksites.	Client will receive updated posters as law and posting requirements change.
Training		
Self-Paced Online Web-Based Training	Online access to ADP self-paced, web-based training library content.	Library will consist of courses covering topics such as compliance, broad workplace safety, workplace culture, and leadership performance and will be available to employees, managers, practitioners and administrators
Comprehensive HR Support Team		
HR Consultants	Access to HR Consultants to provide industry best practices from recruitment to retirement.	
Payroll Consultants	Access to Payroll Consultants to provide industry best practices.	

Services	Service Specifics	Roles and Responsibilities
Risk and Safety Specialists	Access to Risk and Safety Specialists to provide support on OSHA industry standards and record keeping requirements, and guidance on the development of health and safety programs.	
Benefits Support		
Open Enrollment Support (In the event Client does not receive ADP Comprehensive Benefits services)	Access to HR module to maintain benefit plan and enrollment information.	HR Consultants assist Client in using the HR module for maintaining benefit plan information and reporting. My Life Advisor assists Client employees in using self-service to make benefit enrollment elections.
Services	Service Specifics	Roles and Responsibilities
Total Absence Management (TAM) Services	TAM includes: (i) maintaining communications materials in accordance with federal and state legislative requirements; and (ii) processing leave requests and the dissemination of information in an accurate and timely manner. ADP provides service center support for leave inquiries relating to the federal Family and Medical Leave Act ("FMLA"), disability, personal, medical, military and state mandated leave. Receipt, coordination, and processing of leave requests submitted by Client's HR department, supervisor/manager, employee, or employee family member. The service does not include Workers' Compensation, Americans with Disabilities Act ("ADA"), bereavement leave, any type of sabbatical leave, or any Paid Time Off ("PTO") policy administration. A qualified medical practitioner (as defined by regulations) provides all required medical certifications to support the leave request. The service assumes there are no more than fifty (50) employees on FMLA simultaneously and no more than twenty percent (20%) of employees on leave are on intermittent leave. If Client exceeds these limits, additional fees or an alternative service offering may be required. ADP will not implement, build or administer more than seven (7) policies concurrently. If Client has greater than seven (7) policies, additional fees or an alternative service offering may be required.	Client shall (i) update and maintain employee indicative data; provide Client specific leave rules and policies; (iii) facilitate internal leave coordination with its HR department and managers, including training and education of HR personnel and managers; (iv) coordinate any long term disability ("LTD") claims that last beyond designated leave period; and (v) provide administrative guidance on plan documents, company policies, training materials and HR Manager/Employee communications as required by ADP. Client is responsible for the direct billing or collection of health and welfare benefit employee premiums incurred by the employee associated with the leave event. Client is responsible for all matters relating to ADA and any other PTO plans, including sick time, bereavement, jury duty, children/school activity leave, vacation, and administrative leave. ADP shall verify employment and eligibility status and mail the employee the appropriate leave package that includes form rules, and medical options while on leave and the associated costs etc. ADP shall track and monitor all requests made for FMLA and other types of leave (e.g., Workers' Compensation and military leave), as appropriate. This includes (i) opening a case and tracking it until the employee returns to work and (ii) the coordination of options available to the employee until he/she is able to return to work or Client decides to terminate employment. ADP shall track and coordinate federal FMLA and state-equivalent leave plans to run concurrent or separate, as applicable. ADP shall track and coordinate Client's leave plans (e.g., personal leave of absence, medical leave of absence in the same manner as FMLA if employee exceeds or is otherwise not eligible for FMLA or state leave. ADP shall track short term disability time off if it runs concurrent with any federal or state protected medical leave. ADP shall monitor federal and state legislation related to leaves that impact employees and inform Client of changes. Client shall determine how it wishes to proceed with respect to its policies and procedures. ADP shall (i) provide notification of leave approval date to the employee's supervisor/manager and HR; (ii) receive return work authorizations and notify employee's supervisor/manager of return to work; (iii) confirm employee's return to work as scheduled; (iv) provide weekly reporting on leave status and activity.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, including Sections 4 (Confidentiality), 9.3 (Data Security) and 10.1 (Data Security Breach/Notification), between ADP, Inc. and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf.

PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law; and (c) Client has authority to provide under Applicable Law.

2. ADP Obligations. ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except as permitted under Applicable Law. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud. ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

3. De-identification and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated and anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country in which Client Personal Data was collected. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix. An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at <https://workforcenowservice.adp.com/DigitalService/s/article/Comprehensive-Services-Sub-processor-Listing>. Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with its data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests and complaints and providing Client with relevant information for conducting data protection impact or risk assessments. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either:

(a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or,

(b) make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential

Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

PART II – GDPR

9. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf, governs. ADP has obtained EU authorization of its ADP Privacy Code.

10. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual

clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

11. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

12. ADP Privacy Code EU Authorization. ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

PART III - Miscellaneous

13. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code; (c) this Data Privacy Appendix; and (d) the Agreement.

14. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

SUPPLY & DEMAND REPORT

REPORT DATE:

May 30, 2023

TIMEFRAME:

November 2022 to April 2023

SEARCH CRITERIA**Keywords:**

hr coordinator

Location:

Jonesboro, GA

Radius:

30 miles

FILTERS APPLIED**Occupations (ONET):**

Human Resources Specialists, Human Resources Assistants, Except Payroll and Timekeeping, Human Resources Managers, Training and Development Specialists, Compensation, Benefits, and Job Analysis Specialists, Payroll and Timekeeping Clerks, Training and Development Managers, Compensation and Benefits Managers, Labor Relations Specialists, Industrial-Organizational Psychologists

CB

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03 QUICK SUMMARY

04 CANDIDATE DETAILS

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07 FAVORABLE LOCATION DETAILS

08 TRENDS

Attachment: full_report_hr_coordinator_jonesboro_ga (3560 : ADP Proposal for HR and Payroll Services)

hr coordinator in Jonesboro, GA within 30 miles

Quick Summary

The average hr coordinator candidate has a bachelor's degree, has 11-15 years of experience, and lives in Atlanta, GA or Decatur, GA.

346

Total Candidates

\$

\$51,000 Local Median Compensation

\$53,301 National Median Compensation

1,056

Job Postings

Top Candidates Titles

Candidates use these job titles the most in their resumes and social profiles. Consider using these job titles in your job posting and when sourcing to catch a wider net of ideal candidates.

Recruiter	36
Human Resources (Hr) Manager	18
Talent Acquisition Specialist	14
Human Resources (Hr) Coordinator	13
Human Resources (Hr) Director	12

Top Companies Hiring

These companies are hiring the most for this role, and they are your biggest competition when posting jobs online.

Growing People and Companies	48
Carter's, Inc.	21
Georgia Institute of Technology	18
State of Georgia	18
Genuine Parts Company	17

Top 5 Favorable Locations by Hiring Indicator

Using our scoring formula, these cities within your radius search are listed from easier to recruit to harder to recruit talent.

Decatur, GA (\$52,250)	90
Dunwoody, GA (Low Data)	89

Pay rate figures are median values

Compensation by Years of Experience

Compensation differs with years of experience. Consider these levels when targeting candidates and making offers.

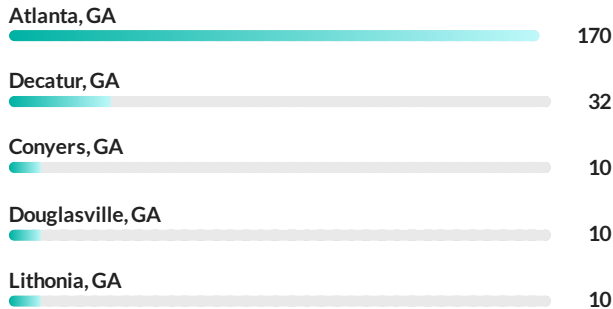
1-2 Years	\$48,880
3-5 Years	\$57,200

Pay rate figures are median values

Candidate Details

Locations (Cities)

More candidates for this type of role live in these cities than other cities.



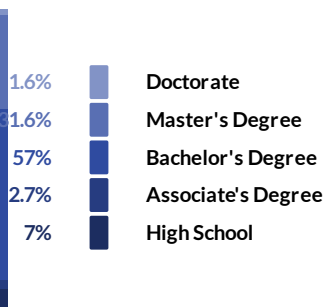
Job Titles

Candidates use these job titles the most in their resumes and social profiles. Consider using these job titles in your job posting and when sourcing to catch a wider net of ideal candidates.



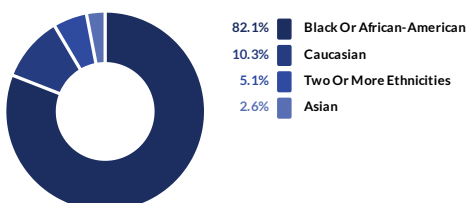
Education

The median candidate's highest level of education attained is bachelor's degree. Asking for a higher level of education will narrow your pool of candidates.



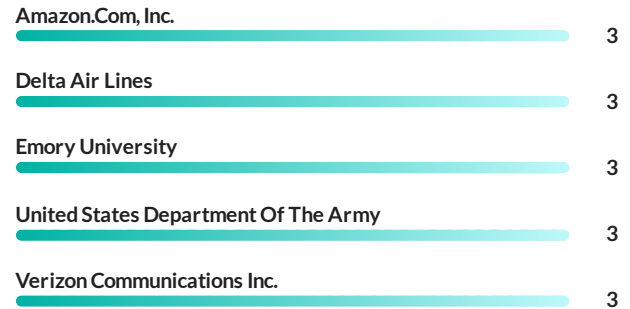
Ethnicity

Of those who shared their ethnicity, the most common ethnicity of these candidates is Black Or African-American.



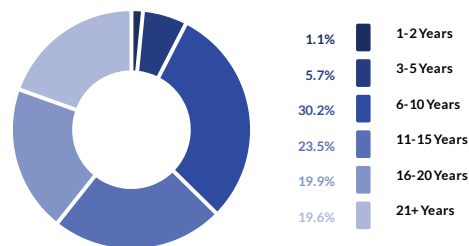
Companies

Candidates actively looking for new opportunities have worked or still do work at these companies. Sourcing from these companies will render candidates more willing to talk.



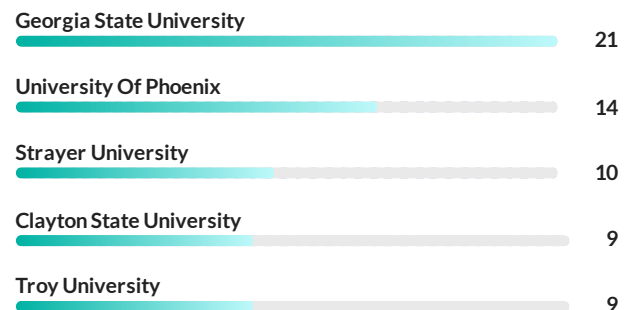
Experience

The median candidate has 11-15 years of experience.



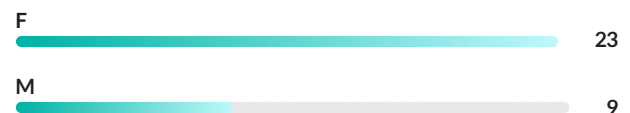
Universities

Active candidates attend or have graduated from these colleges and universities more than others. Partner with professors at these schools to recruit students and alumni.



Gender

Of those who shared their gender, approximately 28% are male and 72% are female.



Attachment: full_report_hr_coordinator_jonesboro_ga (3560 : ADP Proposal for HR and Payroll Services)

Job Posting Details

Locations (Cities)

These cities are where the most job postings are being posted online for this role.

Atlanta, GA	751
Decatur, GA	25
Conyers, GA	22
Forest Park, GA	17
Stone Mountain, GA	17

Top Companies

These companies are hiring the most for this role, and they are your biggest competition when posting jobs online.

Growing People and Companies	48
Carter's, Inc.	21
Georgia Institute of Technology	18
State of Georgia	18
Genuine Parts Company	17

Job Titles

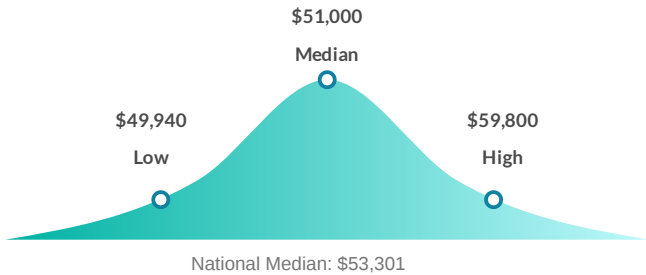
Companies use these job titles in their job postings most often for this role. Using one of these top job titles will help you match up with your competition.

Human Resources (Hr) Coordinator	230
Recruiter	114
Human Resource (Hr) Coordinator	90
Human Resources (Hr) Manager	69
Human Resources (Hr) Generalist	58

Compensation Details

Summary

Based on your search within a **30-miles radius** of **Jonesboro, GA**, this position earns between **\$49,940 to \$59,800** per year. The typical candidate earns the median of \$51,000 per year, holds a bachelor's degree, and has 11-15 years of experience.

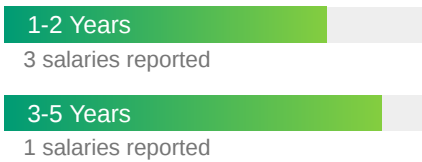


Compensation can vary from city to city depending on the competition and candidates available. Consider sourcing from another city to find talent that meets your compensation budget.

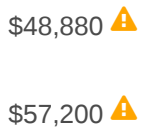
Locations	Salaries Reported	Low	Median	High
Atlanta, GA	26	\$48,880	\$52,900	\$83,200
Lithonia, GA	3	\$51,000	\$51,000	\$51,000
Chamblee, GA	2	\$44,730	\$46,820	\$48,910
Decatur, GA	2	\$51,000	\$51,000	\$51,000
Sandy Springs, GA	2	\$39,520	\$39,520	\$39,520

Experience

Years of Experience



Median Pay



Education

Median Pay

Favorable Location Details

Location Details

Using our scoring formula, these cities within your radius search are listed from easier to recruit to harder to recruit talent. See where your searched city compares to the favorable locations nearby. Consider sourcing candidates or posting your jobs in a city that is higher on the list.



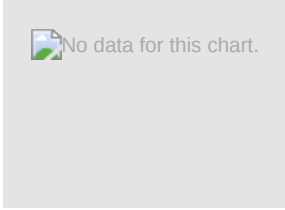
Hiring Indicator Score	City (6 Mile Radius)	Supply	Demand	Compensation (25th - 75th percentiles)
90	Decatur, GA	204	742	\$49,410 - \$78,000
89	Dunwoody, GA	16	43	Low Data

Attachment: full_report_hr_coordinator_jonesboro_ga (3560 : ADP Proposal for HR and Payroll Services)

Trends

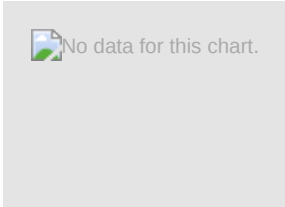
Supply & Demand Trends Comparison

Sorry, no data available.

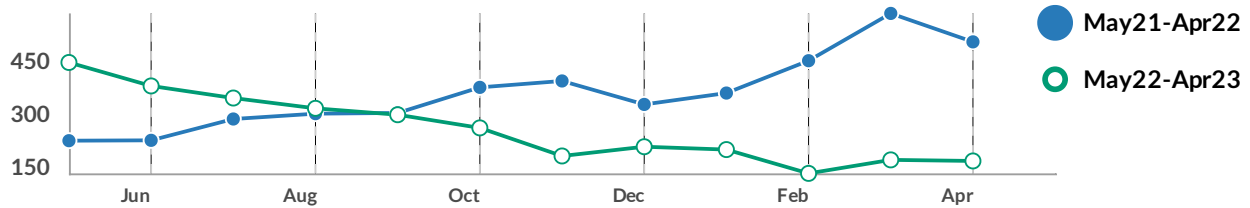


Active Candidates Year Over Year Trend

Sorry, no data available.

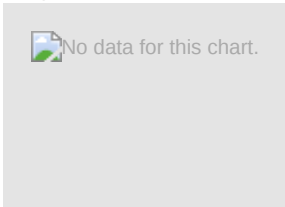


Job Postings Year Over Year Trend

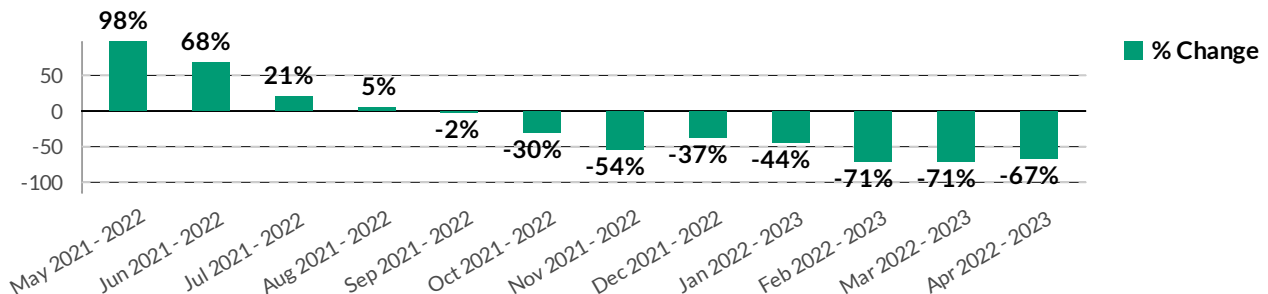


Active Candidates Change Year Over Year

Sorry, no data available.



Job Postings Change Year Over Year



Data Sources

Candidates

Candidates who have completed one of these actions recently: registered, posted their resume, modified their resume, or applied to a job.

Job Postings

Job posting data is sourced by a third-party aggregator which pulls job postings from multiple websites including: company career sites, job boards and CareerBuilder.com. Job postings are de-duplicated to reflect the number of unique postings during that timeframe.

Compensation

Compensation data is pulled from CareerBuilder job seeker profiles and employer job postings.

Trends

The trends data is a combination of utilizing both the Supply data and the Demand data and showing historical trends of the ups and downs in a graphical way.

Hiring Indicator

The Hiring Indicator Score is the percentage of all other positions and locations that are more difficult to recruit for in comparison to the particular search. This number is formulated using CareerBuilder and third-party aggregator data.



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

13.9

- 9

COUNCIL MEETING DATE
November 13, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

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

Update regarding Clayton County Water Authority water pump and drainage at Spring Street and Fayetteville Road.

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

Update on Drainage at Spring Street and Fayetteville Road

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.)

Councilman Alfred Dixon is requesting discussion regarding the Clayton County Water Authority water pump and drainage issues at Spring Street and Fayetteville Road.

Due to the location of a creek in this area, the nearby residences are subject to flooding during heavy or extreme rain events, the worst one in recent memory being the remnants of a tropical storm in August 2021. Portions of this area are designated as floodplain on FEMA maps.

Also, there is a storm pipe failure under Tara Blvd. near this area as a result of faulty material being installed in the 1990s. This is part of an unresolved lawsuit.

Update for November 13th Meeting:

Per the City Attorney,

To the extent that the issues mentioned during the November 6, 2023 work session regarding the drainage on/along/near Tara Blvd., Spring Street, and Fayetteville Road are related to the attached Abatement Order and IGA, please see the following information. As described in the attachments, the City of Jonesboro entered into an IGA with CCWA regarding the abatement at the property located at 8405 Tara Blvd. Subsequently, an action was brought in the Jonesboro Municipal Court and an Order to Abate was granted.

Therefore, with the litigation matters settled as to the above-mentioned property, CCWA has commenced the abatement process and is working to secure bids to perform the abatement work. If Jonesboro has additional concerns or would like a better understanding of the abatement work CCWA will be performing, the appropriate staff for the City can contact CCWA to learn more. Should there be City concerns about the work or if the City wishes to conduct its own work in coordination with CCWA that may be beyond the scope of the abatement work CCWA is performing, again, the City should contact CCWA to facilitate any potential work and/or voice any concerns to see if additional solutions are required.

Fiscal Impact

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

To Be Determined

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

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

November, 13, 2023

Signature

City Clerk's Office

- 2022-04-11 Certified Signed Order to Abate Property
- IGA - CCWA and Jonesboro re 8405 Tara Boulevard

13.9

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

Tbd

**IN THE MUNICIPAL COURT OF JONESBORO
STATE OF GEORGIA**

CITY OF JONESBORO, GEORGIA,

Plaintiff,

v.

8405 Tara Boulevard
Parcel No. 13242B A018

Property located in Jonesboro, Georgia, at
8405 TARA BOULEVARD; and
ENDLESS SOLUTIONS, INC.,

Defendants.

Case No.

CE-0400004

**Certified
True Copy**

**ORDER TO ABATE PUBLIC NUISANCE LOCATED AT
8405 TARA BOULEVARD**

The above-captioned matter is before the Court on Plaintiff City of Jonesboro, Georgia's Complaint to Abate Public Nuisance Located at 8405 Tara Boulevard (the "Property"), which was filed on March 10, 2022, and regarding which a hearing was held on April 11, 2022. Now, having considered Plaintiff's filings, the entire record in this case, and applicable Georgia law and local ordinance,

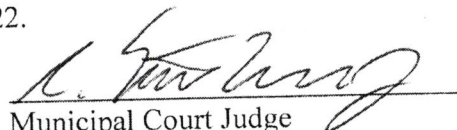
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the property located at 8405 Tara Boulevard, Clayton County Tax Parcel No. 13242B A018, is hereby declared to be nuisance under applicable State law and local ordinance (the "Nuisance").

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the repair, alteration, or improvement of the building located on the Property cannot be made at a reasonable cost in relation to the present value thereof, and that the owner(s) thereof must, within ten (10) days of the date of this Order, must demolish and remove the structure and all debris from the Property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, should the owner(s) of the Property fail to demolish and remove the structure and all debris from the Property within ten (10) days of the date of this Order, the City of Jonesboro, Georgia, is authorized to contract for the demolition of the aforesaid structure, removal of all debris from the property, and repair of the underlying cause of the sinkhole situated thereon.

IT IS FURTHER ORDERED, ADJUGED, AND DECREED that, should the City of Jonesboro, Georgia contract for such demolition, removal, and repair, the costs associated with that abatement shall be a lien against the Property, as set forth in applicable State law and local ordinance.

SO ORDERED, this 11 day of April, 2022.


Municipal Court Judge
City of Jonesboro, Georgia

Prepared by:

FINCHER DENMARK, LLC

/s/ Amy Dessel Katz
AMY DESSEL KATZ
Georgia Bar No. 533931
100 Hartsfield Center Parkway
Suite 400
Atlanta, GA 30354
(770) 478-9950 (Telephone)
(770) 471-9948 (Facsimile)
akatz@fincherdenmark.com

INTERGOVERNMENTAL AGREEMENT

REGARDING

NUISANCE ABATEMENT PROCEEDING AT 8405 TARA BOULEVARD

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is hereby made and entered into as of this 7th day of January, 2022, by and between the **CITY OF JONESBORO, GEORGIA**, a municipal corporation of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "Jonesboro") and the **CLAYTON COUNTY WATER AUTHORITY**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "CCWA").

Background Information

- A. Jonesboro has jurisdiction for the purposes of nuisance abatement proceedings over certain real property located at 8405 Tara Boulevard, Jonesboro, Georgia (the "Property").
- B. Certain structures are located on the Property, including an underground stormwater culvert (the "Culvert") and a structure formerly used as an emissions testing facility (the "Building").
- C. The Culvert was constructed by a private party and has since failed, causing flooding in the adjacent area during storm events.
- D. CCWA and Jonesboro desire to enter into this Agreement to facilitate the institution of abatement proceedings with respect to the flooding and provide for the disposition of the Property following such abatement.

Agreement

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jonesboro and CCWA hereby agree as follows:

1. **Nuisance Abatement Action.** Jonesboro hereby agrees to bring a nuisance abatement action with respect to the Property.
2. **Nuisance Abatement and Lien.** Due to the potential impact on nearby CCWA infrastructure, CCWA hereby agrees that, should the conditions on the Property be found to constitute a nuisance and the owner thereof fail to abate the same, CCWA will cause the necessary repairs to be made and cause the cost of said repairs to be recorded as a lien upon the Property.

3. **Consideration and Expenses.** The parties agree that Jonesboro's agreement to institute the nuisance abatement process at the Property, and CCWA's agreement to cause any necessary repairs to be made, shall constitute full and complete consideration for this Agreement.
4. **Liability.** To the extent of its fault or negligence, Jonesboro shall be responsible for the acts and omissions of Jonesboro and its agents, contractors, or employees. To the extent of its fault or negligence, CCWA shall be responsible for the acts and omissions of CCWA and its agents, contractors, or employees.
5. **Termination.**
 - (a) In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to (i) provide written notice to the defaulting party of the intention to terminate this Agreement within (30) days of the written notice if such default is not remedied within the thirty (30) days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within ten (10) days of the receipt of a statement for reimbursement, shall reimburse the other party for any amount paid and any expense or contractual liability so incurred. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement.
6. **Expiration of Agreement.**

This Agreement shall expire upon the occurrence of the earlier of: (i) completion of the nuisance abatement process and repairs as set forth in this agreement; or (ii) ten (10) years. Upon the completion of the purchase of the Property, all fixed and permanent improvements upon the Property shall remain the property of CCWA, free and clear of all liens and encumbrances. Either party may remove portable improvements made by such party. A listing of all portable improvements shall be prepared by such party and approved by the other party prior to the removal of said improvements. Except in connection with repairs or replacements, Jonesboro shall not destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon CCWA's property, pursuant to this Agreement or otherwise, without the written consent of the other party, which written consent may not be unreasonably withheld, conditioned, or delayed
7. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or

(ii) delivered personally, including by courier or expedited mail service, addressed as follows (or at such address as may be specified from time to time in writing):

If to CCWA: H. Bernard Franks
General Manager
1600 Battle Creek Road
Morrow, Georgia 30260
Telephone No.: (770) 960-5217
E-Mail: bernard.franks@ccwa.us

If to Jonesboro: Ricky L. Clark, Jr., CMC
City Manager
124 North Avenue
Jonesboro, Georgia 30236
Telephone No.: (770) 478-3800
Facsimile No.: (770) 478-3775
E-Mail: rclark@jonesboroga.com

All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed notice has been given.

8. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate shall pass out of CCWA or Jonesboro. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered, or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, adverse weather, or other causes beyond the reasonable control of either party ("Force Majeure"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

Delayed party shall provide such notice to other party within ten days of occurrence of the event indicating how occurrence delayed, hindered, or prevented the performance of the act or activity.

c. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless attached hereto and signed by Jonesboro and CCWA. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

d. Time is of the essence for each and every provision and stipulation of this Agreement.

e. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

f. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

g. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF JONESBORO

By: Joy B. Day
 Name: Joy B. Day
 Title: Mayor, City of Jonesboro

RW
 Witness
 Ricky L. Clark, Jr., City Manager

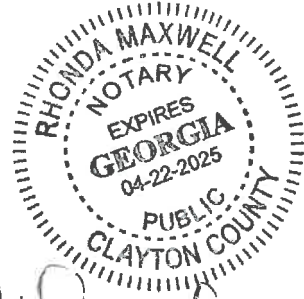
CLAYTON COUNTY WATER AUTHORITY

By: [Signature]

[Signature]
 Witness
 Maria E. Wetherington
 Notary Public
 Georgia
 Expires April 28, 2025
 Clayton County, GA

Name: Harold Bernard Frank

Title: General Manager



[Signature]
Notary Public

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # 14.1 - 1
		COUNCIL MEETING DATE November 13, 2023
Requesting Agency (Initiator) Office of the City Manager	Sponsor(s) Community Development Director Allen	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to consider appointment of two new DDA Board Members.		
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Appointment of Two New DDA Board Members		
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Innovative Leadership		
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> With the recent resignation of two DDA members for various personal reasons, the Board is considering two replacement Board members – Tammary Scott Dowdell and Santia Fox. Tammary Dowdell is a local business owner and has been involved with the Jonesboro Design Review Commission and various City events. Santia Fox is a local business owner and real estate agent. They will be replacing Board members Dawn Murray and Allen Roark.		
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> n/a		
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> •		
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval		

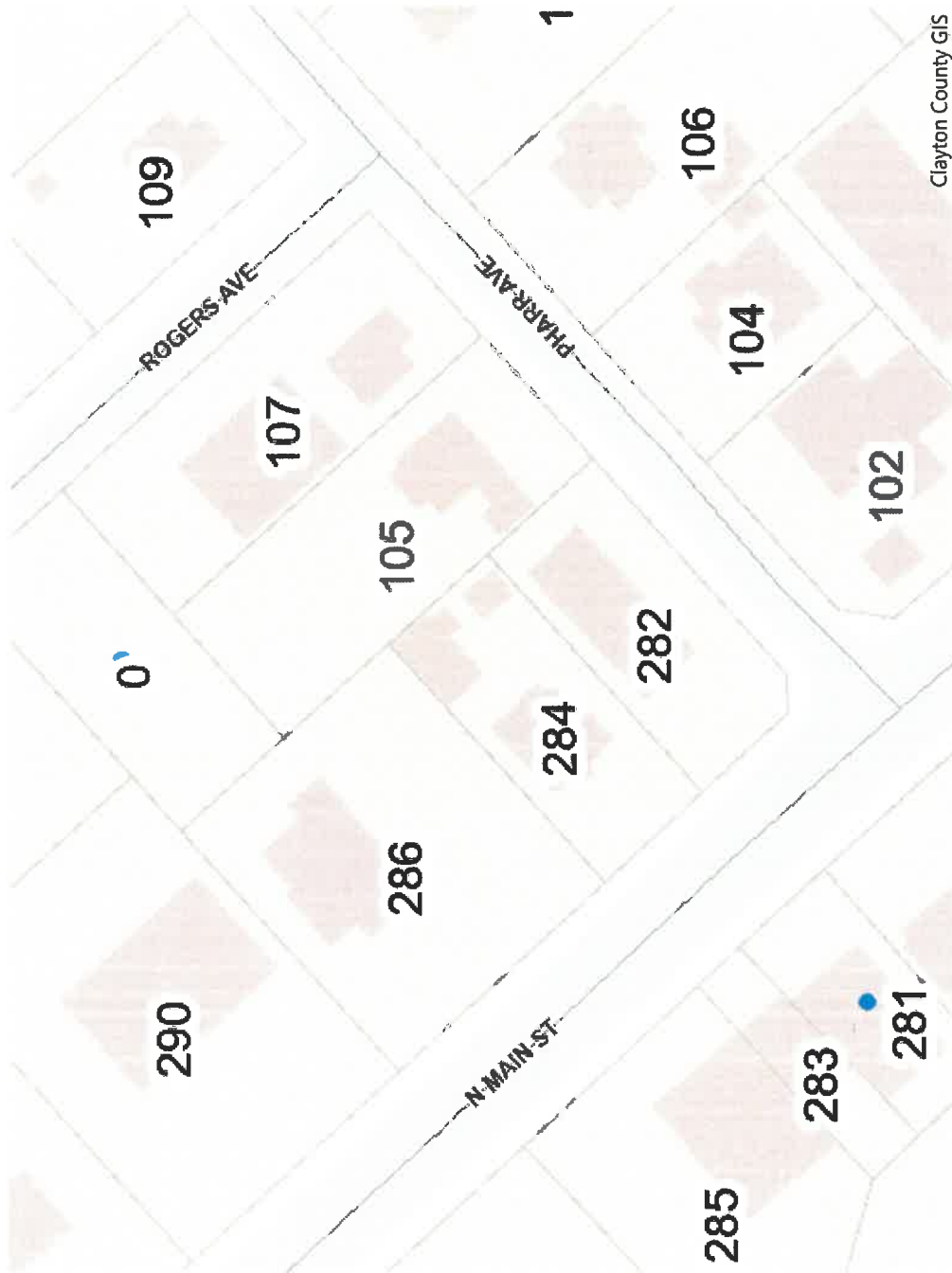
FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November, 13, 2023	
Signature	City Clerk's Office	

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary	Agenda Item # 14.2 - 2
		COUNCIL MEETING DATE November 13, 2023
Requesting Agency (Initiator) Office of the City Manager	Sponsor(s) Community Development Director Allen	
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to consider fee waiver for Leadership Clayton session at Jonesboro City Center on December 7, 2023.		
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Review of Fee Waiver		
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Community Planning, Neighborhood and Business Revitalization		
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> Valencia Williamson of the Clayton County Chamber of Commerce has applied to rent the Jonesboro City Center Community Room for Thursday, December 7th 2023. The purpose is to conduct a Leadership Clayton program session. 31 people are expected to attend the one-day event (8:00 am to 3:00 pm). They will need two long tables and six round tables with six seats each. They will need access to the screen and sound system. Sonny's BBQ will cater the event. (no City prep needed). No alcohol will be served. Total fee waiver amount would be \$2200, factoring in the hourly rate, cleaning fees, etc. Security is not required for the planned number of attendees.		
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> See above		
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> •		
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> Approval		

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November, 13, 2023	
Signature	City Clerk's Office	

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary		Agenda Item # - 3	14.3
			COUNCIL MEETING DATE November 13, 2023	
Requesting Agency (Initiator) Office of the City Manager		Sponsor(s) Community Development Director Allen		
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Council to discuss status of 107 Pharr Avenue.				
Requirement for Board Action <i>(Cite specific Council policy, statute or code requirement)</i> Report on Status of 107 Pharr Avenue				
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> Yes Community Planning, Neighborhood and Business Revitalization				
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> Councilman A. Dixon, at the November 6th work session, requested that the property at 107 Pharr Avenue be put on the agenda for November 13th. In an email, he referred the unsafe and unkept conditions of the property, well-being of the “residents” that are there. He would like to see what can be done on that property and for the residents. Despite being in a residential area, the property has been zoned C-1 Neighborhood Commercial for a very long time and also had a vehicle repair and auto recovery business on it for a long time. For several years, Code Enforcement Officer Derry Walker worked with the property owners to clean the property up. A few years ago, the father(?) died and the son closed down the auto business. He was then directed to remove the junk vehicles from the property, which he did. The property has been in limbo since then. Not sure of the son’s whereabouts. There is some trash on the property now and the grass needs to be cut. The building may be unsafe on the inside.				
Fiscal Impact <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> n/a				
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> • Property Pictures				
Staff Recommendation <i>(Type Name, Title, Agency and Phone)</i> None				

FOLLOW-UP APPROVAL ACTION (City Clerk)		
Typed Name and Title Melissa Brooks, Interim City Clerk	Date November, 13, 2023	
Signature	City Clerk’s Office	





Attachment: Property Pictures (3611 : 107 Pharr Avenue)



