



Mayor & City Council
Regular Meeting Agenda

Monday, March 25, 2024, 7:00 PM

Tucker City Hall

1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084

Members:

Frank Auman, Mayor
Roger W. Orlando, Council Member District 1, Post 1
Cara Schroeder, Council Member District 2, Post 1
Alexis Weaver, Council Member District 3, Post 1
Virginia Rece, Council Member District 1, Post 2
Amy Trocchi, Council Member District 3, Post 2
Vinh Nguyen, Council Member District 2, Post 2

Video: <https://www.tuckerga.gov/documents/>

Pages

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. MAYOR'S OPENING REMARKS

E. APPROVAL OF THE AGENDA

- Motion to approve/amend agenda

F. PRESENTATIONS

F.1	Discover DeKalb Convention and Visitor's Bureau (CVB) Presentation	3
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G. CONSENT AGENDA

G.1	Contract C2023-016-TO14-PO24-697 Video Capture and Cleaning at 8 Locations	28
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G.2	Contract C2023-016-TO16-PO24-685 Storm System Repairs - 4260 BONAPARTE LANE	42
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G.3	Contract C2023-016-TO17-PO24-686 Storm System Repairs - 2068 SILVERSMITH LANE	59
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H. STAFF REPORTS

H.1	Report on Interim Financials for February 2024	Beverly.Hilton	68
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H.2	Report on Upcoming Agenda Items	John.McHenry	97
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H.3	Update from Economic Development	Jackie.Moffo	98
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I. OLD BUSINESS

I.1	Ordinance O2024-02-03	Ted.Baggett	114
	<ul style="list-style-type: none"> Public Hearing and Second Read of an Ordinance to amend the City of Tucker Code Chapter 10 Businesses Relating to Business Occupation Taxes; to Eliminate Unnecessary Obstacles to Businesses Paying Occupation Taxes to the City; to Provide for Consistency with State Law 		
J.	NEW BUSINESS		
J.1	Contract C2024-03-25-MOA-GDOT	Ken.Hildebrandt	134
	<ul style="list-style-type: none"> Consideration of approval on a Memorandum of Agreement with the Georgia Department of Transportation for Project Oversight 		
J.2	Contract C2024-03-25-MOA-TSCID	Ken.Hildebrandt	152
	<ul style="list-style-type: none"> Consideration of approval on a Memorandum of Agreement with the Tucker Summit Community Improvement District for Project Oversight 		
J.3	Contract TO2023-01-2022-018-CE2307-AMD-01	Ken.Hildebrandt	155
	<ul style="list-style-type: none"> Consideration of approval on Contract TO-2023-2022-018-CE2307-AMD-01 Amendment for Engineering Design on Hugh Howell Road Trail Phase 2 		
K.	MAYOR AND COUNCIL COMMENTS		
L.	EXECUTIVE SESSION		
	<ul style="list-style-type: none"> As required for personnel, real estate and litigation 		
M.	ACTION AFTER EXECUTIVE SESSION		
	<ul style="list-style-type: none"> As needed 		
N.	ADJOURNMENT		
	<ul style="list-style-type: none"> Motion to adjourn meeting 		



MEMO

To: Honorable Mayor and City Council Members
From: Sonja Szubski
CC: John McHenry, City Manager
Date: March 25, 2024
RE: Memo for Discover DeKalb Presentation

Contract/Document Number: n/a

Description for on the Agenda:

Presentation from Discover DeKalb Convention and Visitor's Bureau (CVB).

Issue:

Discover DeKalb Convention & Visitors Bureau is the official destination marketing organization for the cities of Chamblee, Doraville, Tucker, Stonecrest, City of Stone Mountain, and unincorporated DeKalb County, GA. James Tsismanakis President of Discover DeKalb CVB will give the annual presentation on their marketing efforts for the City of Tucker.

Background:

Hotels in the City of Tucker collect an 8% Excise Tax from patrons on rooms, lodgings, and accommodations to provide additional funding for the promotion of tourism, conventions, and trade shows in the City. These taxes are remitted monthly by the twentieth day of the following month to the City of Tucker – an annual amount of roughly \$1.2 million depending on occupancy. The City then sends 43.75% of the monthly total to Discover DeKalb as they are designated marketing organization for the City of Tucker – roughly \$525,000 annually, to spend on marketing and tourism.

Summary:

An explanation of the marketing efforts underway by Discover DeKalb funded through hotel/motel tax.

Financial:

43.75% of the Hotel Motel Excise Tax collected is submitted to Discover DeKalb CVB and is utilized to promote tourism, and marketing.



DISCOVER DEKALB TUCKER PRESENTATION



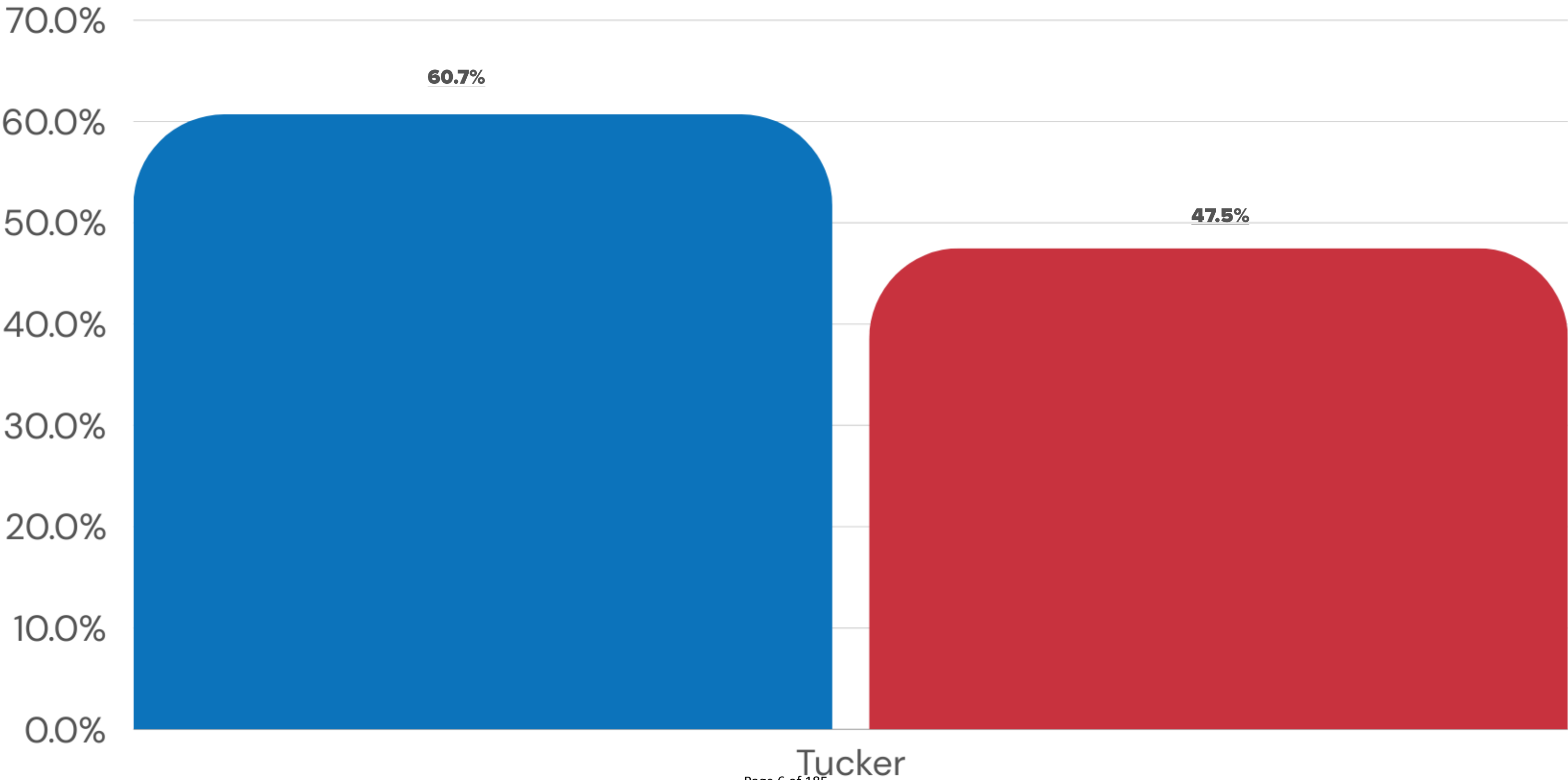
March 25th, 2024

HOTEL REPORT

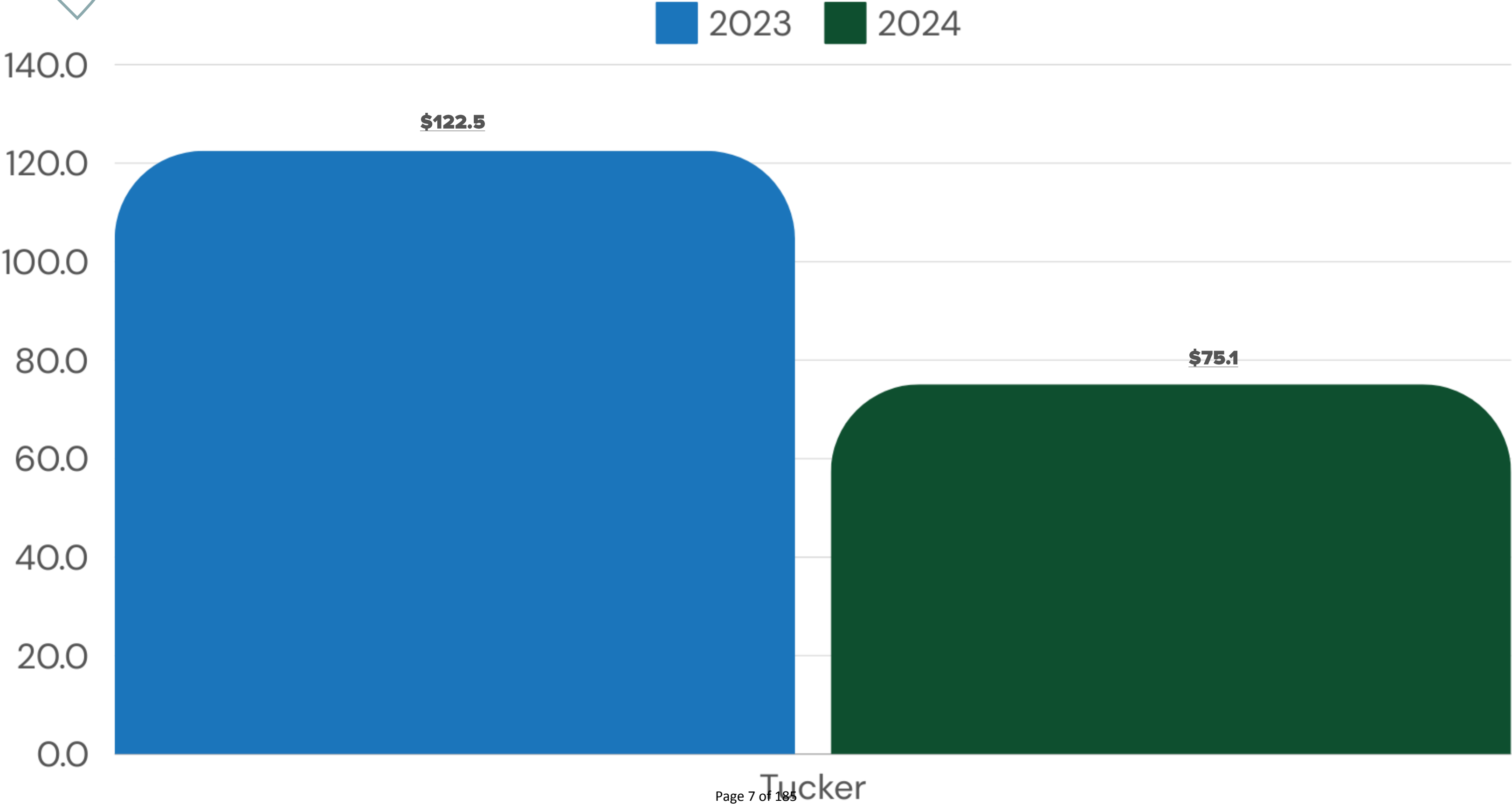
Hotel Reports – STR, and Expedia

OCCUPANCY JAN 2023 VS 2024

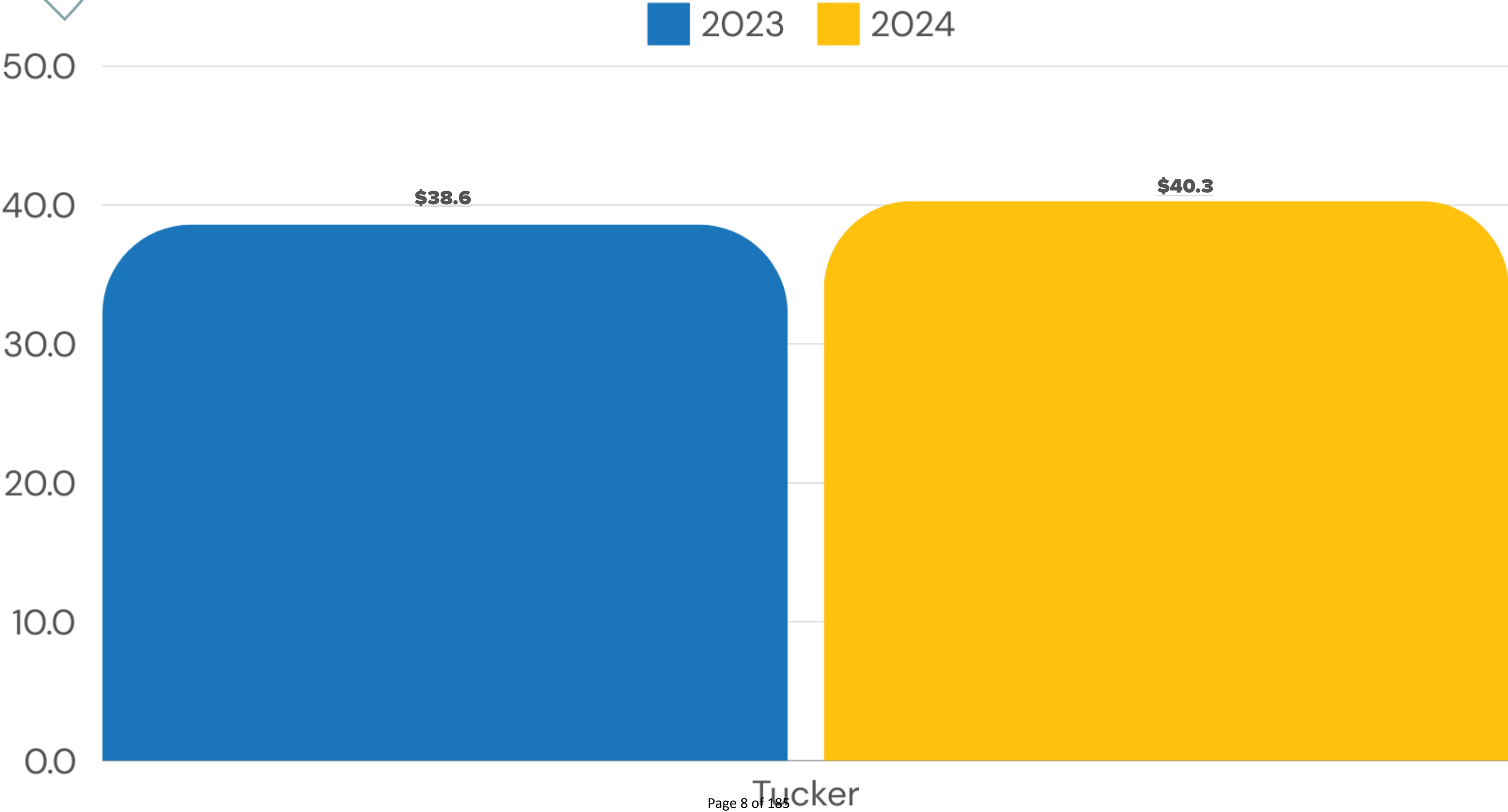
■ 2023 ■ 2024



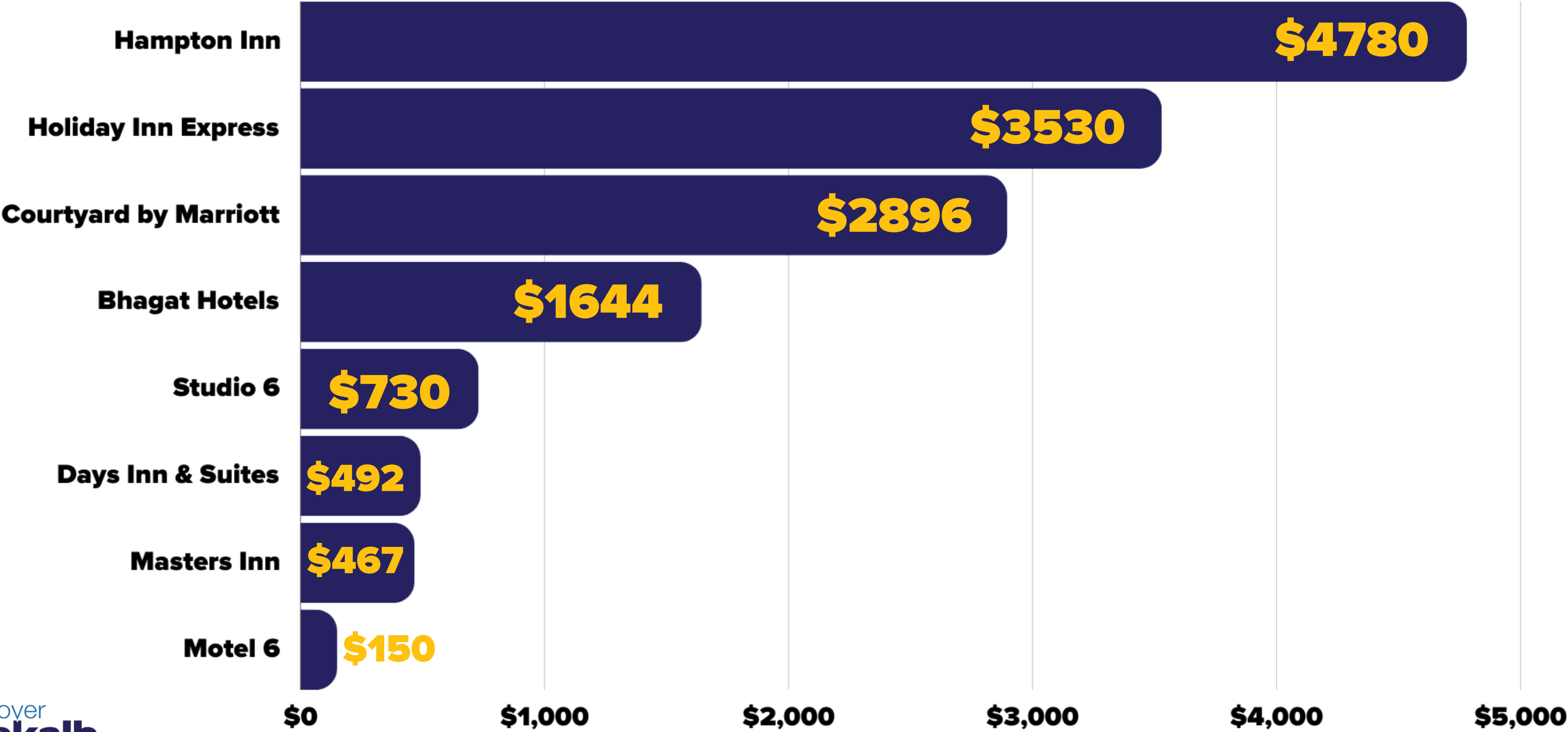
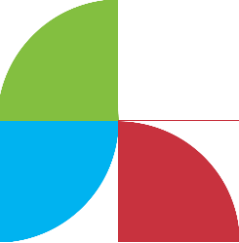
ADR JAN 2023 VS 2024



REVPAR JAN 2023 VS 2024



EXPEDIA HOTEL TUCKER REPORT





MARKETING REPORT

- Tucker Restaurant Week Update
 - Billboards
 - Ad Placement
 - Social Media
 - Dining Guide
 - Magazine
- Tradeshow 2024
- DeKalb Talks Tourism

TUCKER RESTAURANT WEEK GOOGLE AD RECAP 2024



Experience Atlanta Dining



Local 7. Ford's BBQ.
Matthews Cafeteria. Antico
Pizza.



Experience Atlanta Dining



Get the Best Table in Town.
Experience Dining in Atlanta: Feb
20 - 25. Save the Date!



Tucker Restaurant Week

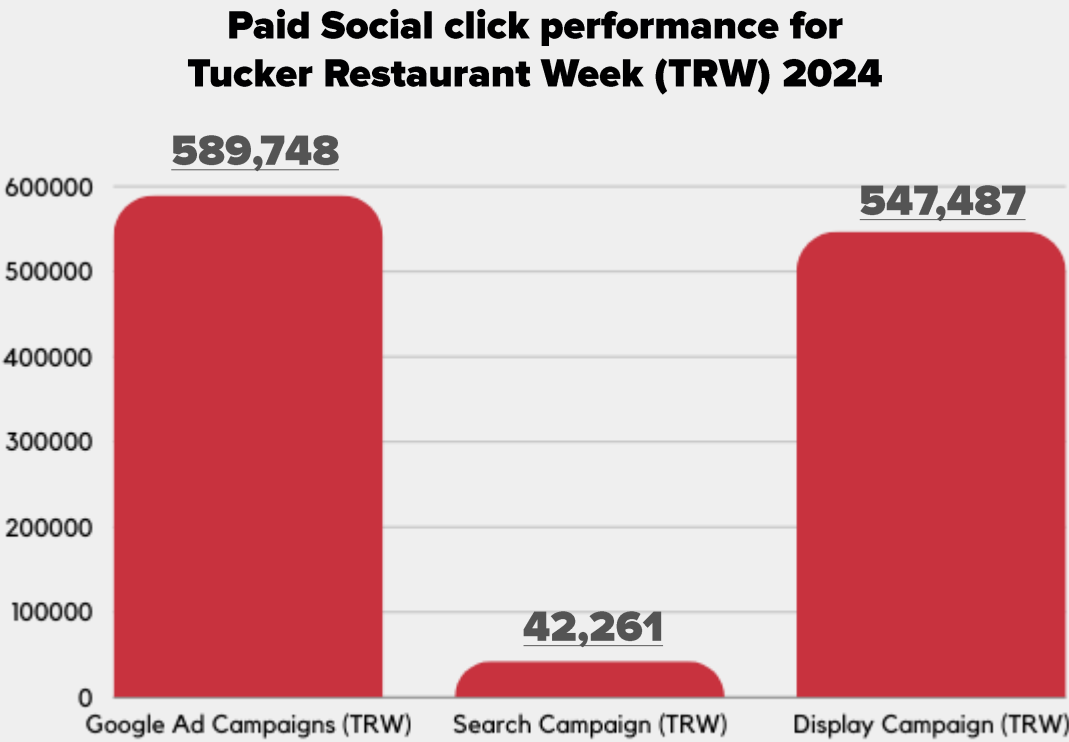
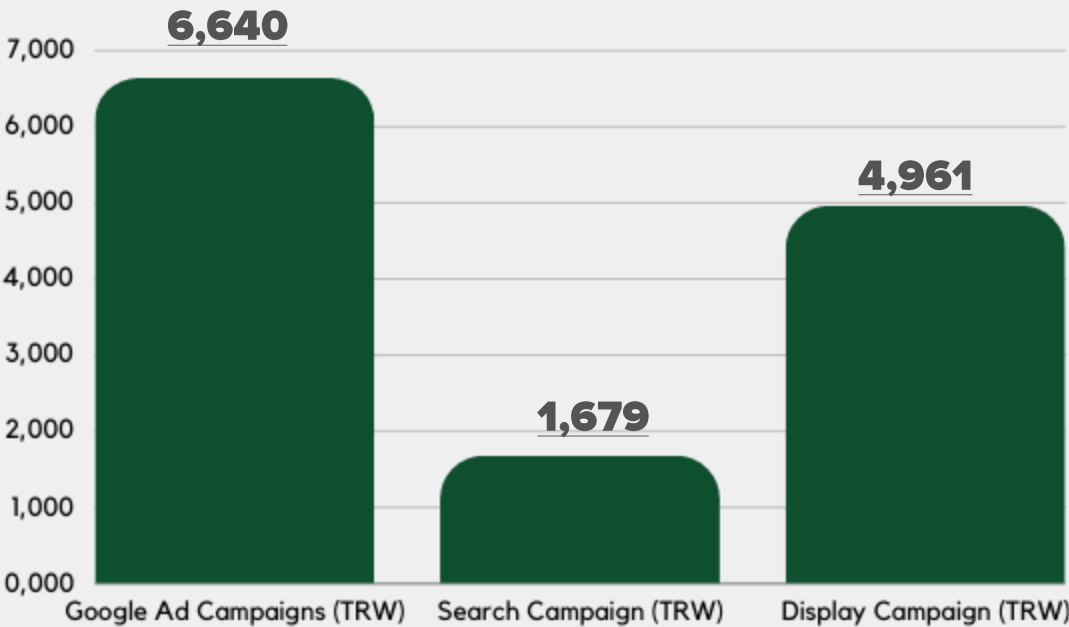
Tucker Restaurant Week- For The Love Of Food. Save
The Date, Feb 20 - 25, 2024

DeKalb CVB

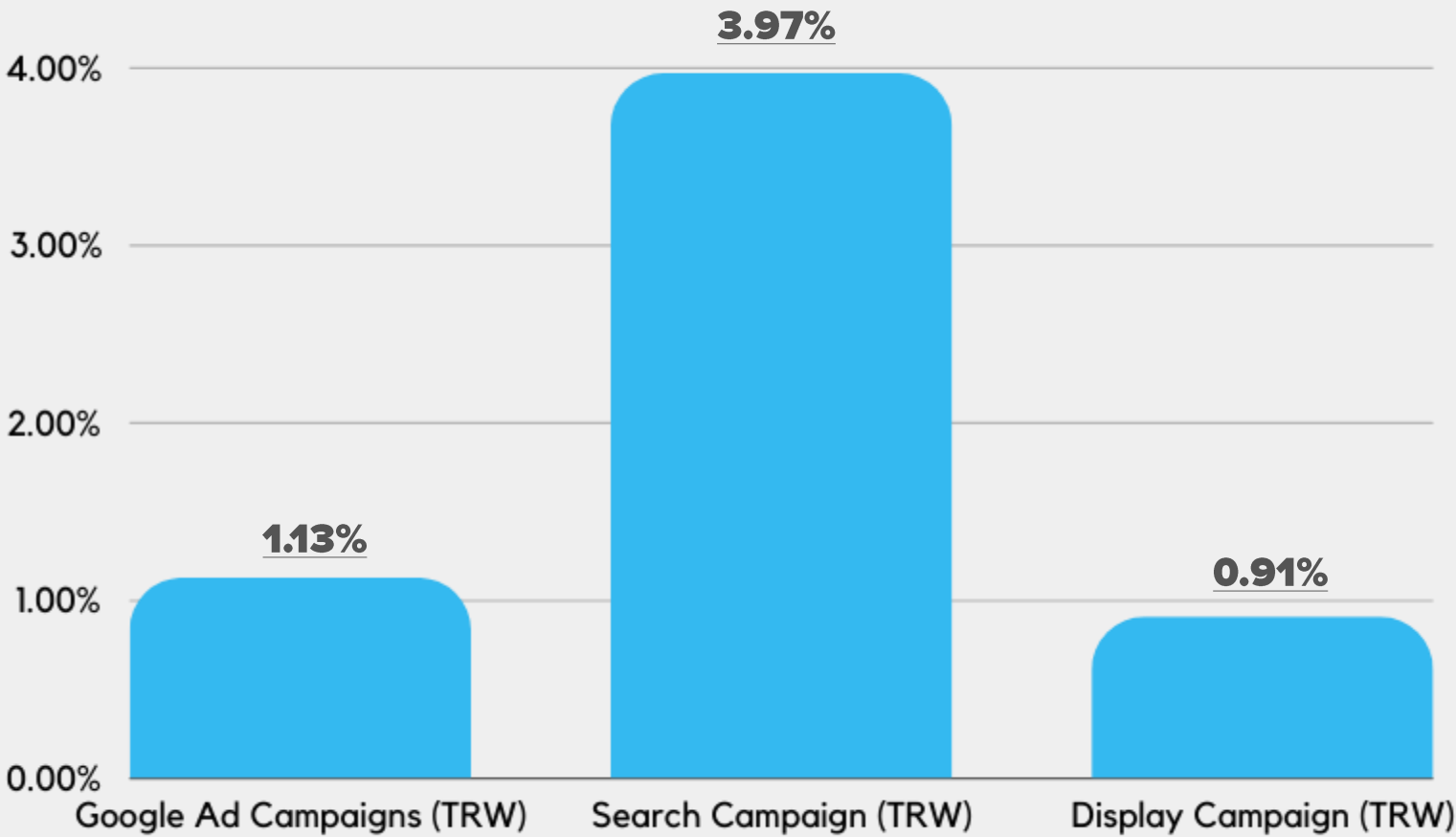
Open >

PR AND SOCIAL UPDATE MARCH 2024

TUCKER RESTAURANT WEEK GOOGLE AD RECAP 2024



Paid Social impression performance for Tucker Restaurant Week (TRW) 2024



Paid Social avg. cost per click (CPC) performance for Tucker Restaurant Week (TRW) 2024

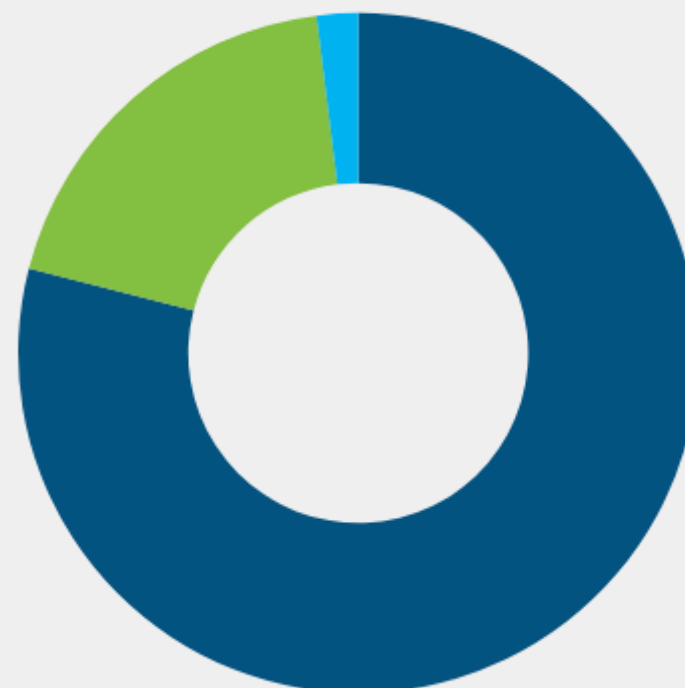
TUCKER RESTAURANT WEEK INFLUENCER RECAP

@ServingLooksAtl



6.7K Total Engagements

TikTok Instagram Instagram Stories



Breakdown of Engagements

- TikTok** 5.4K
- Instagram** 1.3K
- Instagram Stories** 134

Number of Posts

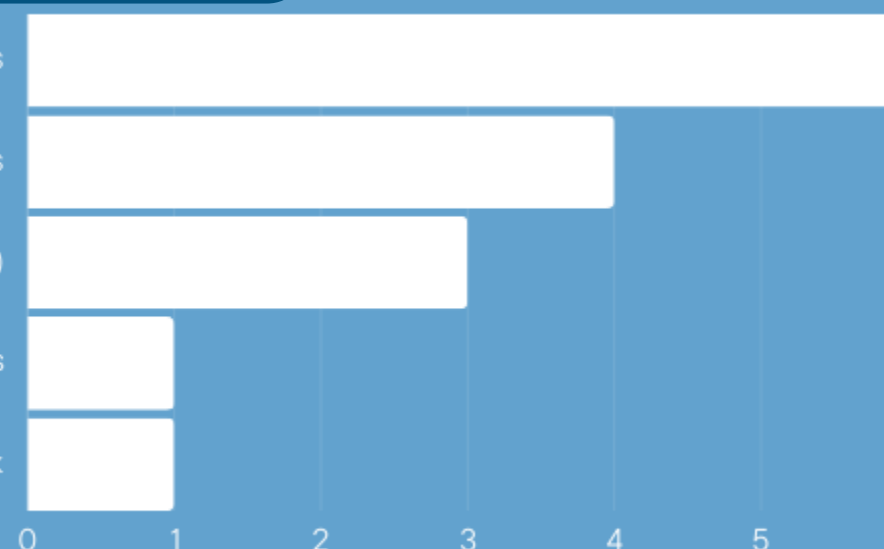
Instagram Stories

YouTube Shorts

X (Twitter)

Instagram Reels

TikTok



Page 13 of 185

TOTAL REACH

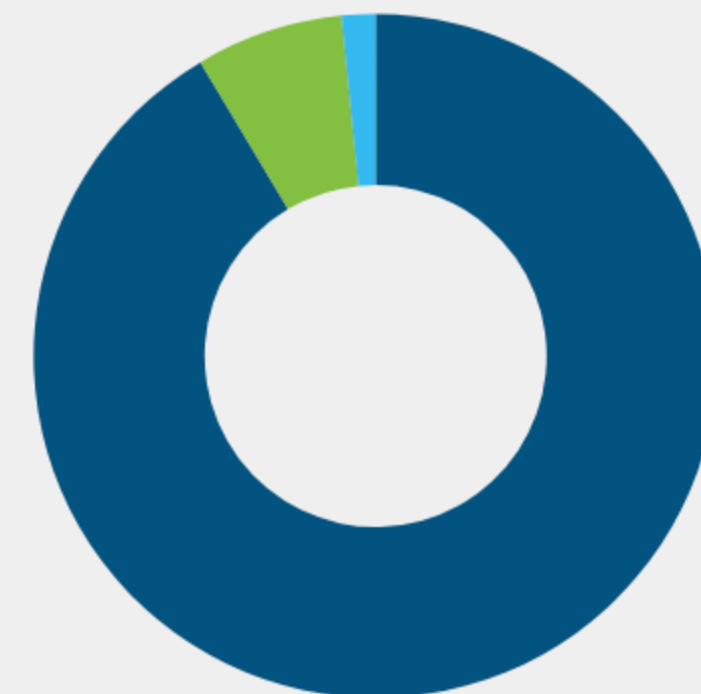
33.3K



Earned Media Value (EMV) measures how much an influencer's content is worth.

\$125K Total EMV


TikTok Instagram Instagram Stories



Breakdown of Earned Media Value

- TikTok** \$114.3K
- Instagram** \$8.7K
- Instagram Stories** \$2K

TUCKER RESTAURANT WEEK RECAP: AD PLACEMENT (ATLANTA MAGAZINE)




TUCKER
Restaurant Week
FEB. 20TH - 25TH 2024

The buzz continues to grow about Tucker! Prepare your tastebuds and come join us at Tucker's 4th Annual Restaurant Week, featuring dining delights and specials from some of Metro Atlanta's most treasured and frequented restaurants. We can't wait for you to enjoy Tucker Restaurant Week!

PLENTY OF OPTIONS TO SHARE!



TKR RESTAURANT WEEK 2024

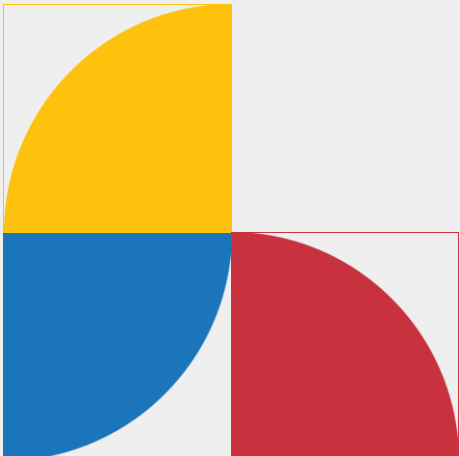


tuckerrestaurantweek.com

atlanta's
dekalb
AN EXTENSION OF DISCOVER DEKALB

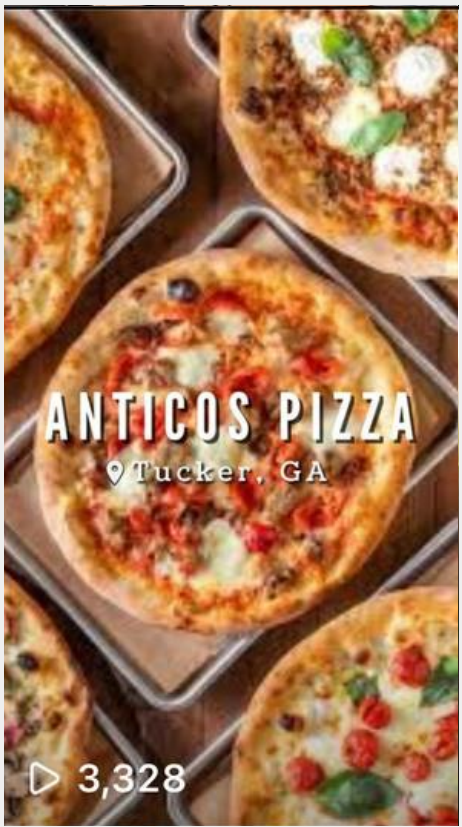
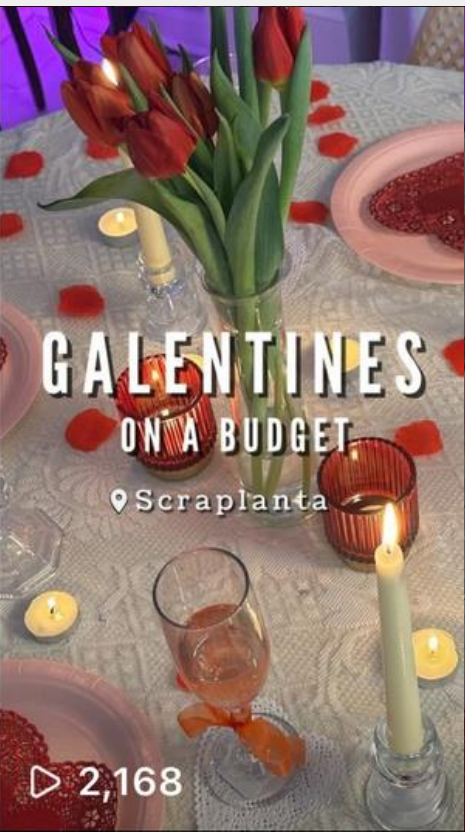
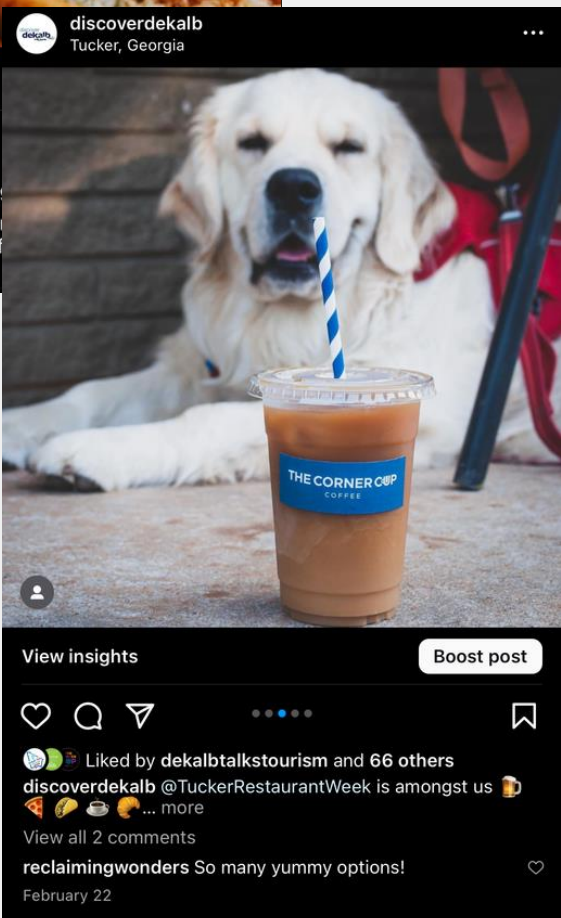
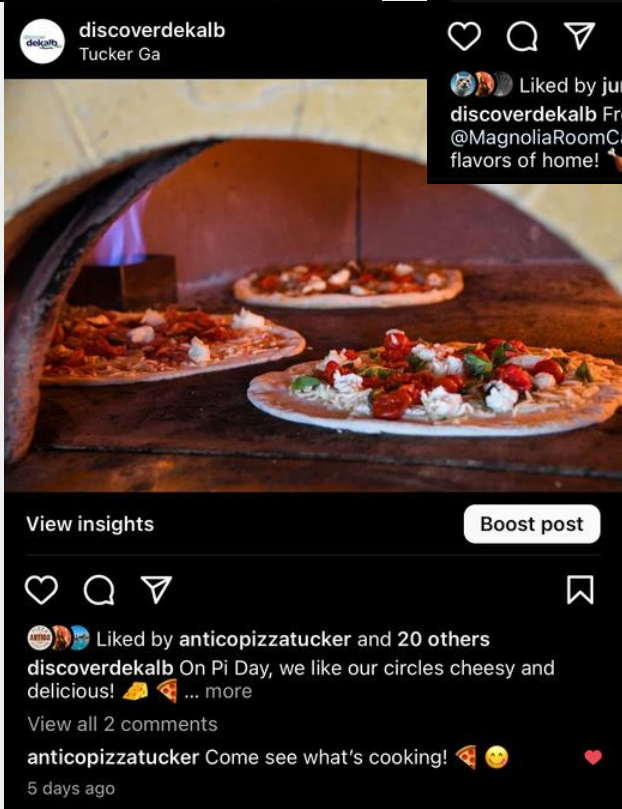


**TUCKER
RESTAURANT
WEEK
RECAP:
BUDGET**

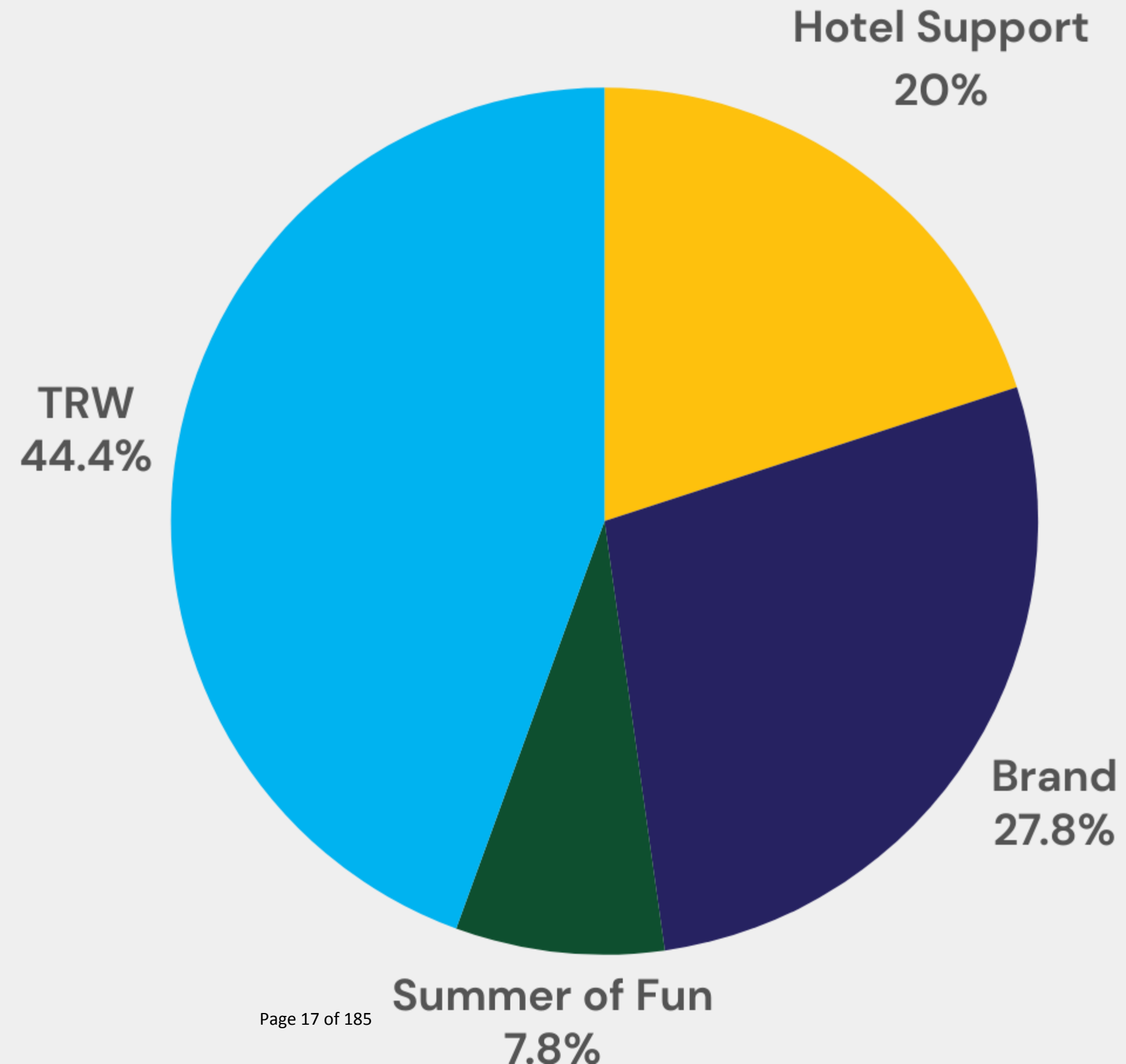
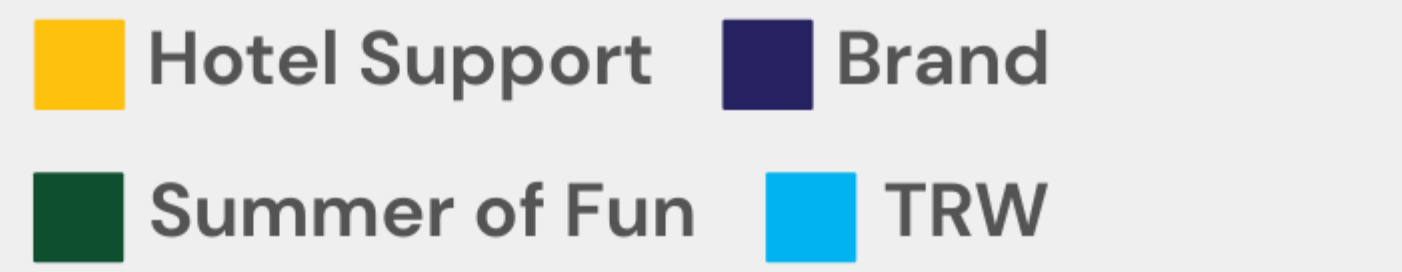


TUCKER SOCIAL POSTS SINCE JANUARY 2024

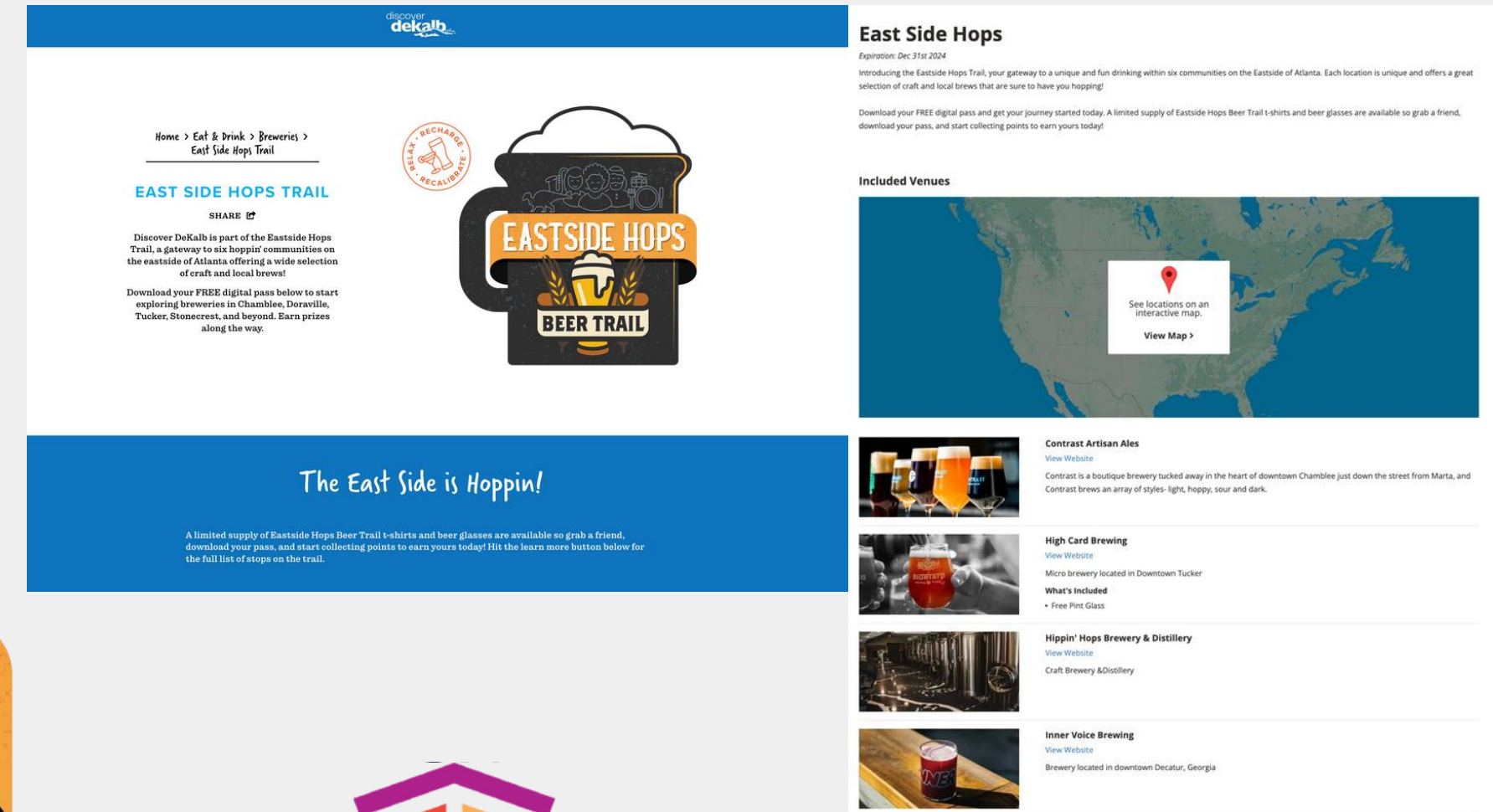
SOCIAL MEDIA



TUCKER BUDGET 2024



EAST SIDE HOPS TRAIL



Discover DeKalb partnered with the cities of Decatur and Avondale Estates to launch the East Side Hops Trail in 2023. Locations include Tucker, Chamblee, Doraville, Avondale Estates, Decatur, and Stonecrest

DINING GUIDE



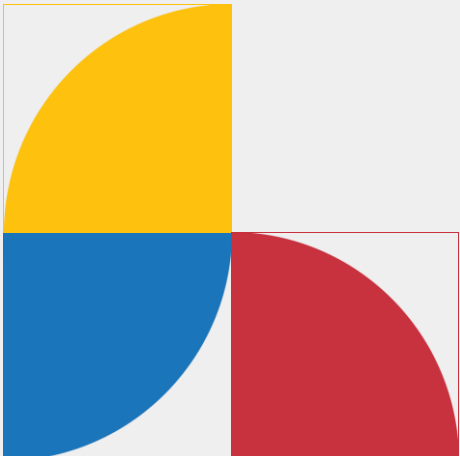
Discover DeKalb and the City of Tucker are in the process of finalizing the Tucker Dining Guide for 2024.



NEW TUCKER MAGAZINE



Tucker is slated to do a Tucker Magazine for 2024. Planning to commence for update and distribution in 2024.

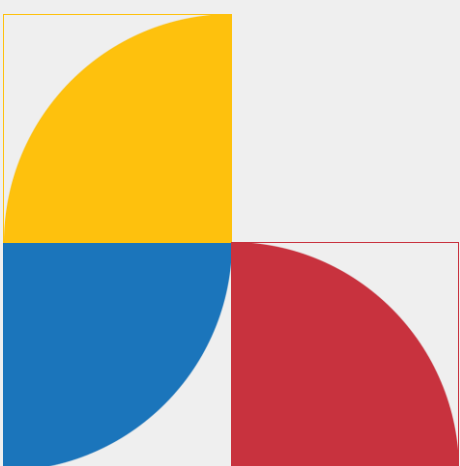




TRADESHOWS 2024

Trade Shows	Dates	Location
RCMA Emerge 2024	January	San Antonio
Atlanta Wedding Extravaganza	January	Atlanta
ABA Marketplace - Group	1/13/2024 - 01/16/2024	Nashville
MLCB Albany Travel Show	March	Albany
Bar/Bat Mitxvah Show - Group	3/19/24	Georgia

Discover DeKalb will be attending the following shows in 2024 to draw visitation and booking to DeKalb.

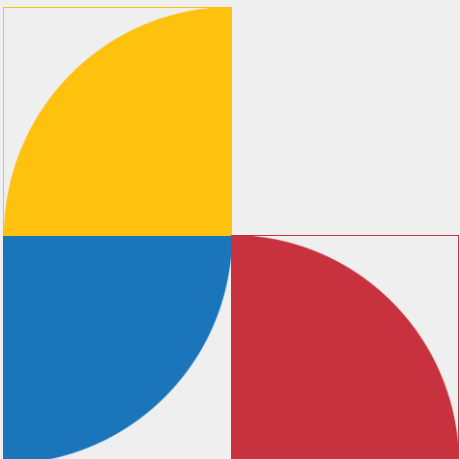




TRADESHOWS 2024

Trade Shows	Dates	Location
STS Domestic Showcase - Group	3/20/2024 - 3/23/2024	Little Rock
PA Bus - Group	3/25/2024 - 3/27/2024	State College
Women's Summit	4/3/2024 - 4/5/2024	Cleveland, OH
Sports ETA Symposium	4/22/2024 - 4/25/2024	Portland , OR
Connect - Georgia - Corporate	5/24/24	Georgia
Tennessee Motorcoach - Group	5/24/2024 - 6/2/2024	Johnson City

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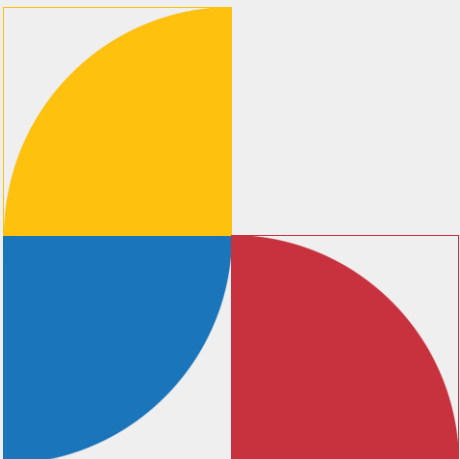




TRADESHOWS 2024

Trade Shows	Dates	Location
Spotlight On The Southeast - Group	July 8th - 10th	Kentucky
AMA/SCMA/GMOA Marketplace - Group	July 22nd - 24th	Tuscaloosa
Atlanta Wedding Extravaganza	August	Atlanta
Feeder City Trip - All Markets	Aug-24	Charlotte
Connect - RTO or Corporate	8/27/2024 - 8/29/2024	Milwaukee

Discover DeKalb will be attending the following shows in 2024 to draw visitation and booking to DeKalb.

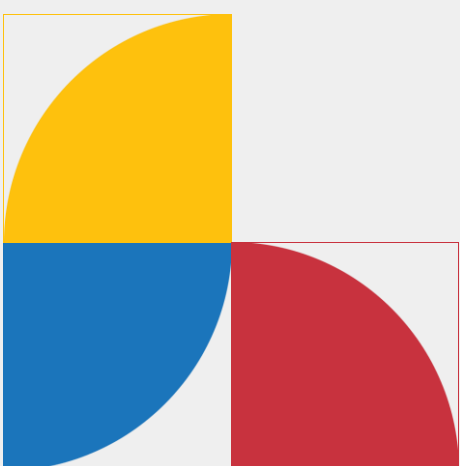




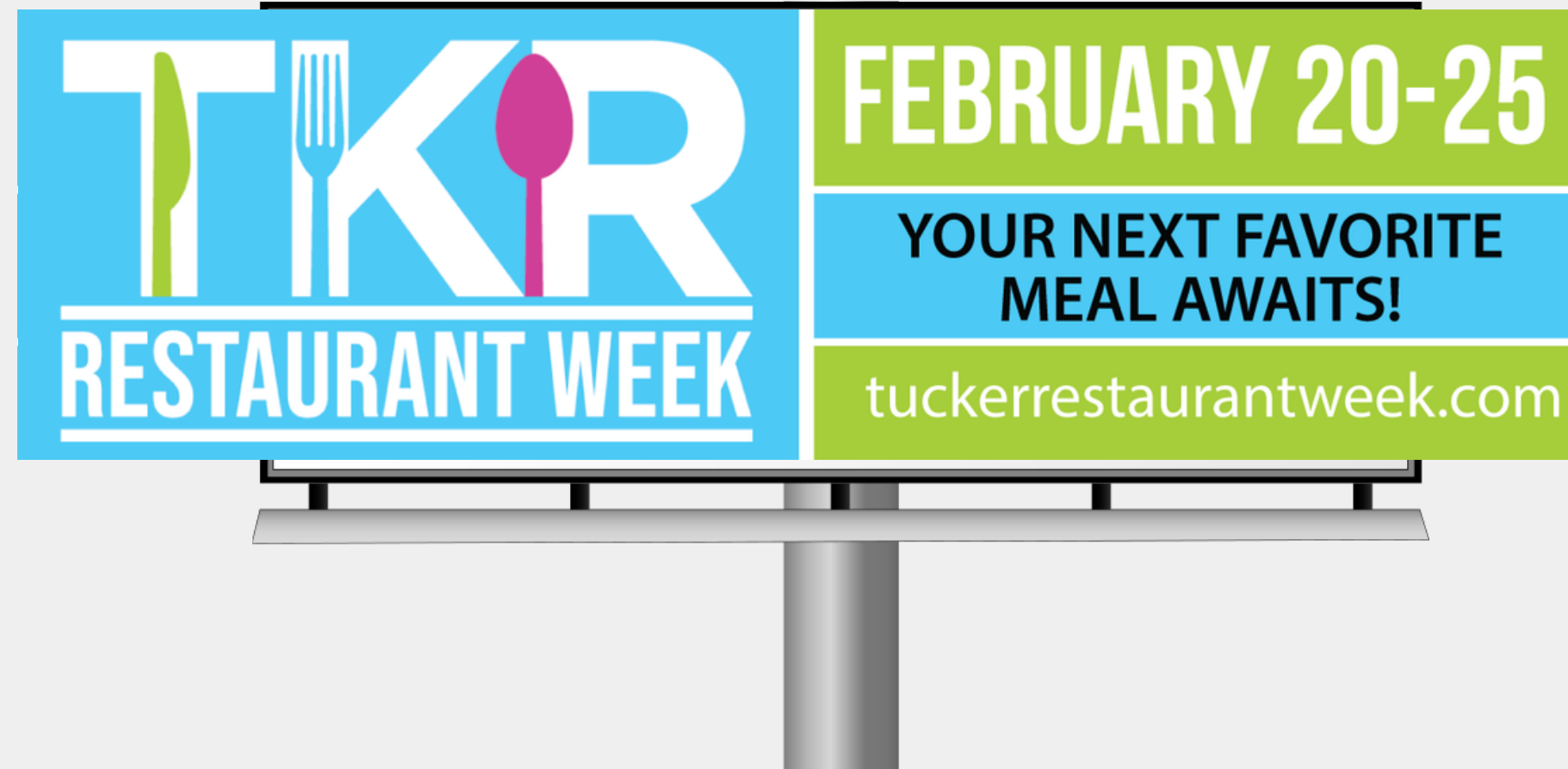
TRADESHOWS 2024

Trade Shows	Dates	Location
Teams Conference	9/23/2024 - 9/26/2024	Anaheim, CA
Small Market Meetings - Corporate	09/25/2024 - 09/27/2024	Zion
Feeder City Trip - All Markets	Oct-24	Orlando
Rainbow Wedding Network - LGBTQ	10/6/24	Atlanta
4S Summit	11/2/2024 - 11/14/2024	Chattanooga, TN
Virginia Motorcoach - Group	Dec-24	Virginia

Discover DeKalb will be attending the following shows in 2024 to draw visitation and booking to DeKalb.



BILLBOARDS



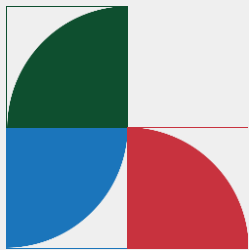
Discover DeKalb currently has a pool of 77 billboards across Metro-Atlanta for advertising events.



DEKALB TALKS TOURISM



DeKalb Talks Tourism is an exciting must visit resource for updates across DeKalb. Available on all streaming platforms!





THANK YOU

www.discoverdekalb.com



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: John McHenry, City Manager
Date: March 25, 2024
RE: Memo for the Award of Stormwater Task Order 14 – Video Capture and Cleaning at 8 Locations

Contract/Document Number: C2023-016-TO14-PO24-697

Description for on the Agenda:

Task Order 14 to be awarded to Utility Asset Management (UAM) to complete a video inspection and cleaning of stormwater conduit at 8 locations across the City per the attached maps/sketches.

Issue:

At the various locations, complaints have been made related to localized flooding/ponding, sinkholes, or failed stormwater infrastructure that citizens are requesting the City to research and repair as needed.

Recommendation:

The City of Tucker's Public Works Staff recommends award of Task Order 14 to UAM in the amount of \$95,824.90, which includes a 15% construction contingency.

Background:

The Department of Public Works has been made aware of the multiple failures outlined below as related to the City's Stormwater Infrastructure:

1. 1895 Mountain Creet Drive – Sinkhole located behind the catch basin.
2. 3440 Montreal Way – Sinkhole located in the yard (within the City's Stormwater Extent of Service).
3. 2433 Henderson Pines Ct – Exposed pipe joint and multiple sinkholes in the City right of way.
4. 4239 Fontana Ct – Sinkhole along pipe alignment (within the City's Stormwater Extent of Service).
5. 2519 Lake Erin Dr – Formation of sinkholes and evidence of a corroded pipe invert.
6. 4159 Oak Crest Drive – Sinkhole located at the structure. Evidence of rusted pipe.
7. 4192 Chatford Cove – Localized flooding. Confirmed significant sediment/debris in pipe. Potential buried structure.
8. 2119 Spencers Way – Disconnected conduit and evidence of failed pipe invert.

These issues require cleaning and further investigation to determine the next step of either rehabilitation or replacement.

Summary:

The sketches are attached for reference. As these locations, City staff is requesting the pipes to be cleaned and video footage to be collected and provided to City staff for further evaluation.

Financial Impact:	Base Fee:	\$83,326.00
	Contingency:	\$12,498.90
	Total Fee:	\$95,824.90



**STORMWATER MAINTENANCE AND REPAIR
CONTRACT AGREEMENT (RFP 2023-016)
TASK ORDER #14**

STORM SYSTEM REPAIRS

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFP #2023-016) and shall serve as authorization by the City of Tucker to CAJENN CONSTRUCTION AND REHABILITATION SERVICES, INC. ("CONTRACTOR") to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFP #2023-016). Now therefore, the parties agree as follows:

Locations of Project:

1. 1885 Mountain Creek Drive, Tucker, GA
2. 3440 Montreal Way, Tucker, GA
3. 2433 Henderson Pines Court, Tucker, GA
4. 4239 Fontana Court, Tucker, GA
5. 2519 Lake Erin Drive, Tucker, GA
6. 4159 Oak Crest Drive, Tucker, GA
7. 4192 Chatford Cove, Tucker, GA
8. 2119 Spencers Way, Tucker, GA

Description of Services: The Contractor shall furnish all equipment, tools, skill, labor of every description, and all things necessary to carry out as delineated in "Exhibit A" (Scope of Work) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. Specific tasks to be completed under the scope of this TASK ORDER (the "WORK") shall comply with the unit prices provided in the Contract Agreement (RFP #2023-016) with an established Not to Exceed total that the Contractor exceeds at its own risk.

CONTRACTOR Deliverables to CITY:

- Completed work per Exhibit A – SCOPE OF WORK

Design Specifications and Guidelines:

The fee to be paid pursuant to this task order shall be the total amount identified in Exhibit B as **\$83,326.00**. Provided, however, that upon a satisfactory showing of a legitimate contingency by contractor to the city, an additional amount covering such contingency up to no more than 15% of said fee may be paid, such that the total amount authorized for payment under this task order shall in no event exceed **\$95,824.90**.

General Scope of Service: The WORK under this TASK ORDER shall be commenced upon the Contractor's receipt of the Notice to Proceed ("NTP"). The WORK shall be completed within 180 calendar days of the NTP. Specific tasks to be completed under the scope of this agreement shall be at the direction of the City of Tucker Director of Public Works.

Itemized invoices delineating hours worked by each individual position in accordance with the fixed hourly rates for work done by each position as identified in "Exhibit B" (Cost Proposal) and the CONTRACT AGREEMENT (RFP #2023-016) shall be submitted by the CONTRACTOR via email to invoice@tuckerga.gov. Invoices will be paid in arrears not more than once every 30 days.

Performance will be monitored to ensure compliance with the City's expectations. The CONTRACTOR shall prepare a Schedule of Completion showing milestone completion dates based on completing the WORK within 180 calendar days of the NTP. A Status Report describing actual work accomplishments and percentage of completion shall be submitted with invoices. This report shall include a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence.

The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of interpreting any and all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONTRACTOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONTRACTOR shall also be responsible for any claim, damage, loss, or expense from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

The CONTRACTOR agrees that fees are earned pursuant to the WORK performed, which shall comply with the unit prices provided in CONTRACT AGREEMENT (RFP #2023-016). Any work performed above the established Not to Exceed Fee shall be at the Contractor's risk.

If the City in good faith determines that the CONTRACTOR has failed to perform or deliver any service or product as required, the CONTRACTOR shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the CONTRACTOR'S compensation which represents payment for services or products that were not performed or delivered. To the extent that the

CONTRACTOR’S failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to CONTRACTOR. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract. If the CONTRACTOR owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the CONTRACTOR in the City's sole discretion.

Attachments:

- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – COST PROPOSAL (in accordance with rates established in RFP 2023-016)

CITY OF TUCKER:

CONTRACTOR: CAJENN CONSTRUCTION
AND REHABILITATION SERVICES, INC.

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney



FY 2024 Storm System Repairs, Task 14

February 20, 2024

Request for Quote, Cajenn

The selected contractor is requested to provide a proposed unit price to not exceed amount based on the categories and unit prices provided per the contract for RFP 2023-016 to provide video inspection (and associated cleaning necessary for video inspection) of stormwater pipes at 8 locations (22, 25 thru 28, 30 thru 32) throughout the city.

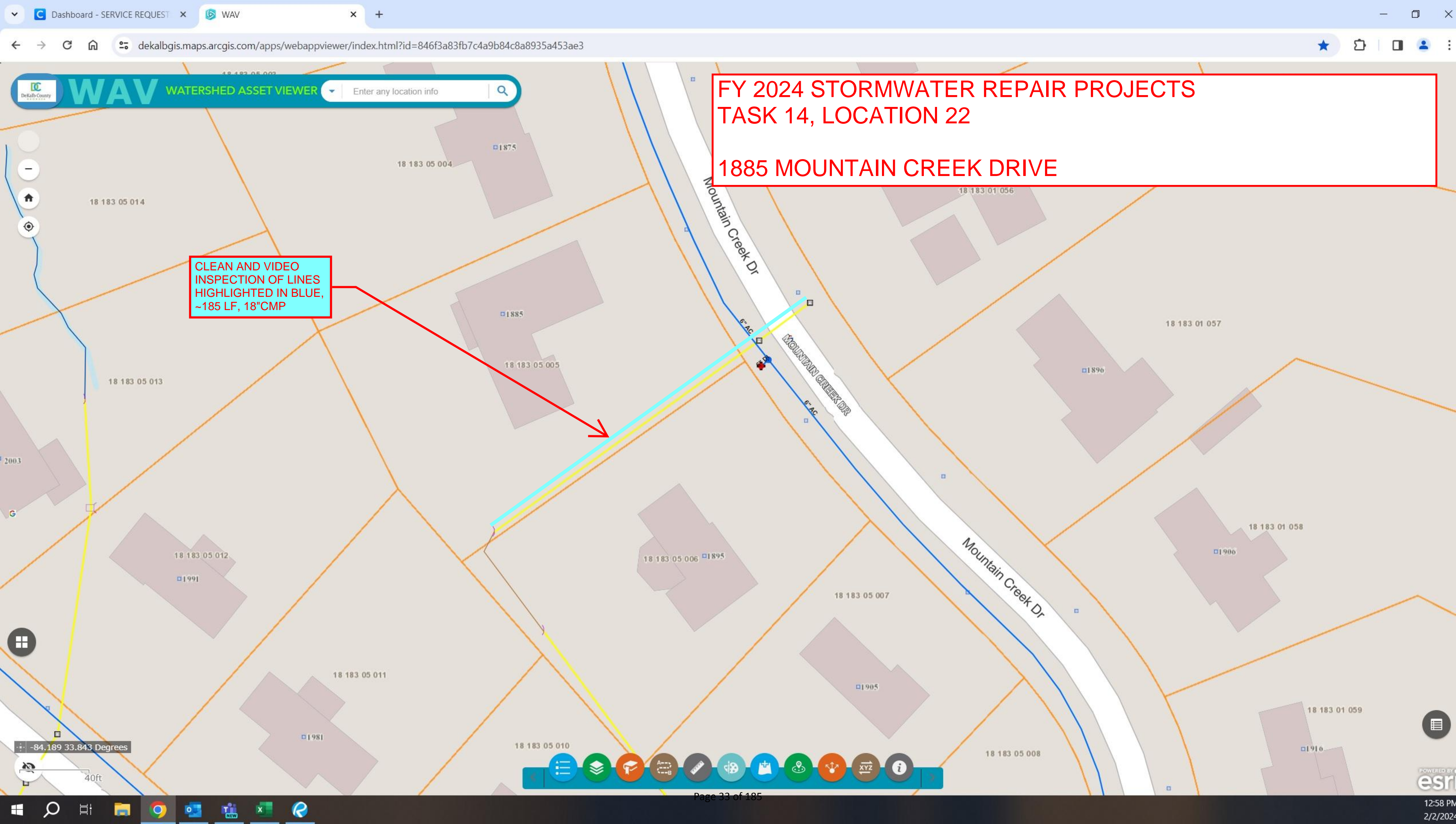
FY 2024 Video Capture of Existing Pipe Conditions								
	Location	# Structures	Length of Pipe	Size of Pipe	No of Barrels	Pipe Material	Live Stream	Notes
		EA	LF	IN	EA		Y/N	
22	1885 MOUNTAIN CREEK DRIVE	2	185	18	1	CMP	N	CMP PIPE IN NEED OF LINING AND SIGNS OF SINKHOLES ALONG LENGTH
25	3440 MONTREAL WAY	3	153	18	1	CMP	N	SINKHOLES MANIFESTING
26	2433 HENDERSON PINES COURT	2	170	18	1	CMP	N	EXPOSED JOINT FAILURE, SERIES OF SINKHOLES
27	4239 FONTANA COURT	2	170	24	1	CMP	N	SINKHOLES MANIFESTING
		2	40	30				ADD STREET SEGMENT
28	2519 LAKE ERIN DRIVE	1	120	36	1	CMP	N	DETERMINE IF AN INLINE BURIED STRUCTURE EXISTS, INVERT CORRODED OUT
		3	180	42				PIPE AT CB IN FAIR CONDITION
30	4159 OAK CREST DRIVE	2	120	42	1	CMP	N	The sinkhole has formed close to or below the junction box where three pipes meet. The sinkhole is several feet deep and will have to be addressed by one of the on-call contractors. The pipe downstream from this drainage system is rusted as well.
		2	120	18	1	CMP	N	
31	4192 CHATFORD COVE	3	250	36	1	CMP	N	CONFIRM PRESENCE / LOCATION OF JB AND ASSESS FOR CONDUIT CONDITION
32	2119 SPENCERS WAY	4	400	18	1	CMP	N	FAILURE AT DOWNSTREAM JB - DETERMINE EXTENT OF SCOPE OF WORK

The quote shall be generated based upon the categories and unit prices per the contract agreement associated with RFP 2023-016 between the City and the selected contractors and can be submitted to Jeff Mueller, Public Works Deputy Director via email at jmueller@tuckerga.gov, by 4:00 PM on Friday, March 1, 2024.

The contractor is advised to visit the site. If you would like to have a meeting on site with Public Works staff, contact Jeff Mueller via email or at 470-714-8494.

The city will obtain all necessary easements and right of entries which may be necessary to execute the repair.

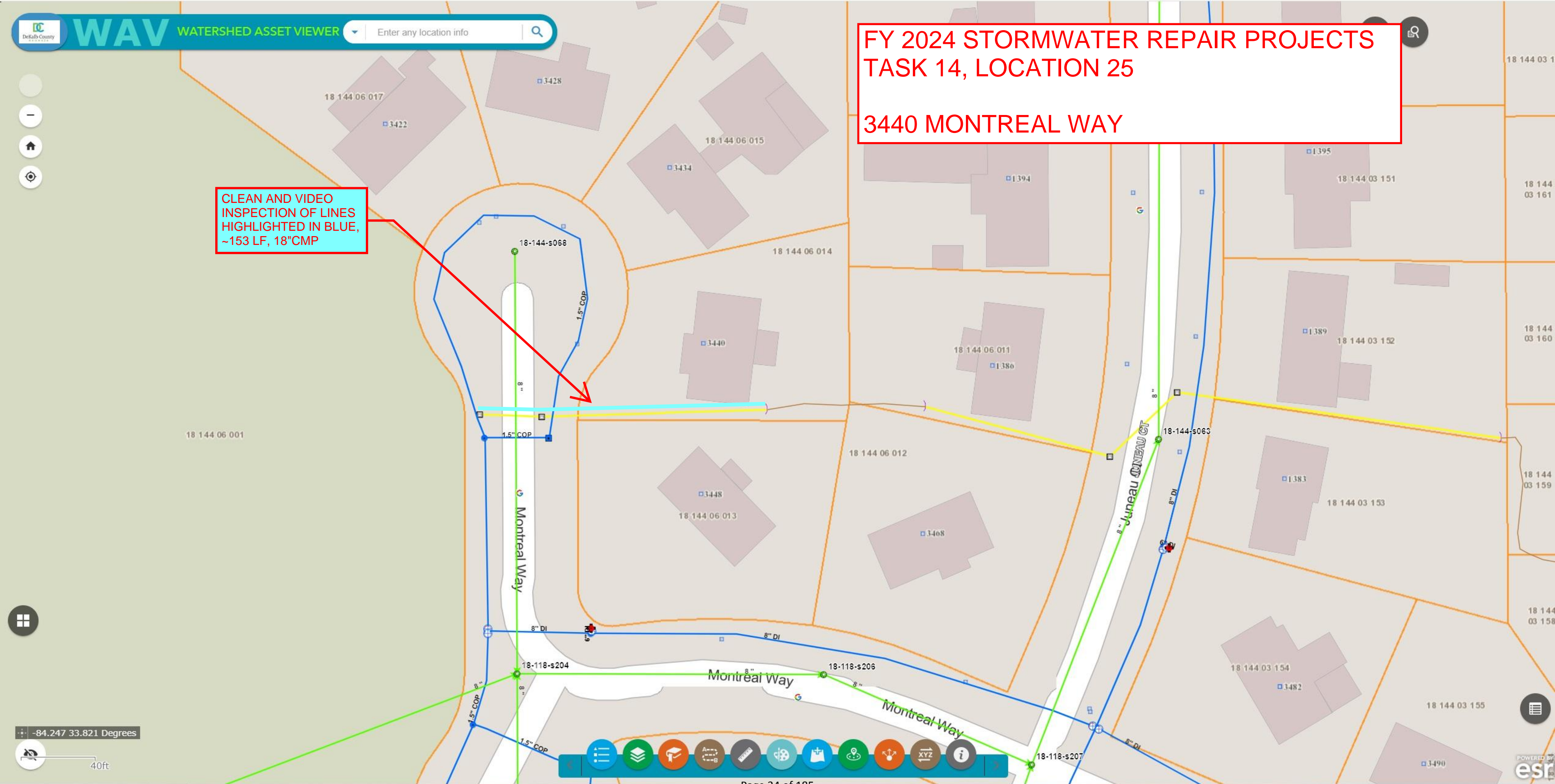
Thank you for your interest in the City of Tucker.

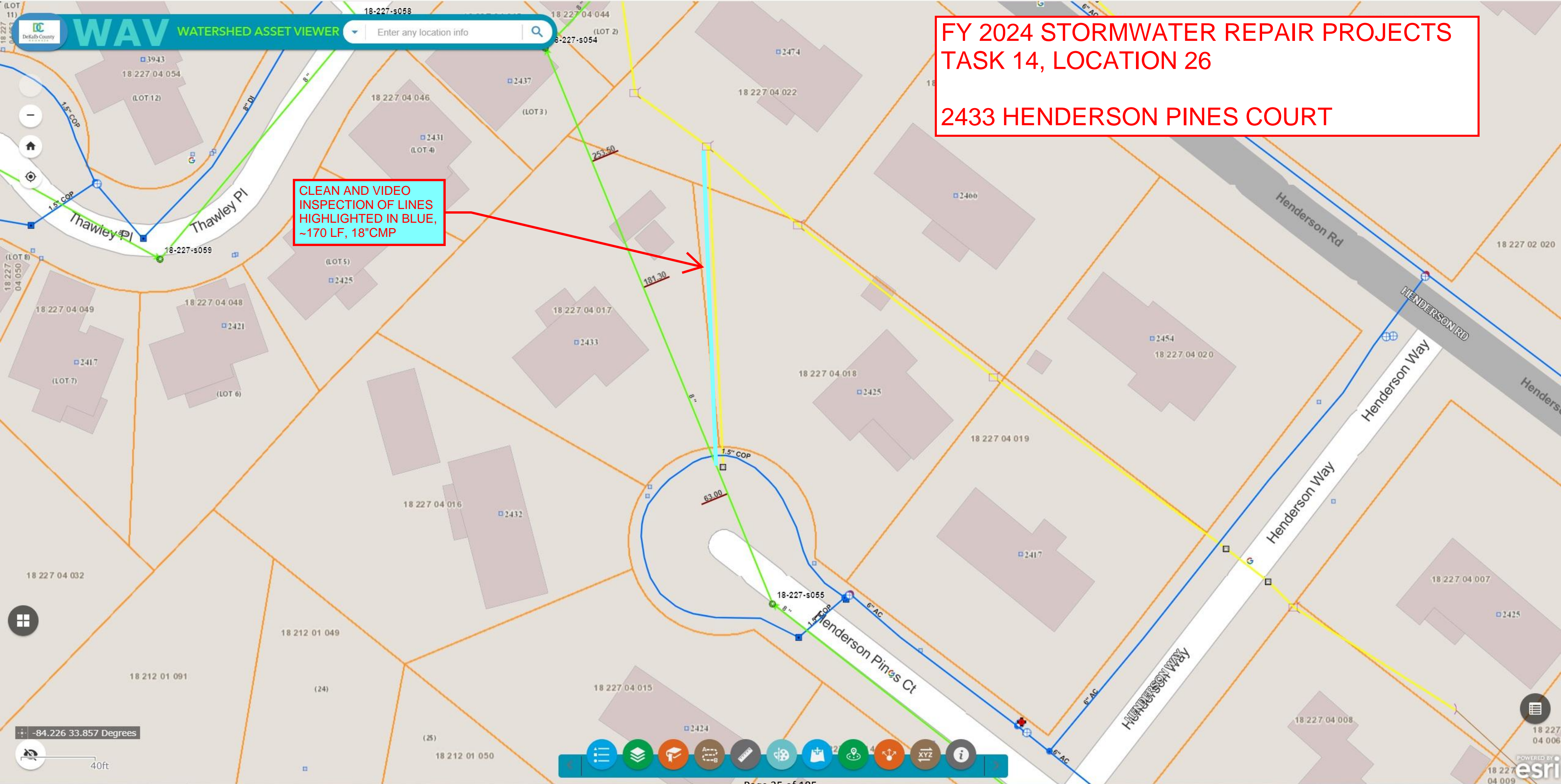


FY 2024 STORMWATER REPAIR PROJECTS
TASK 14, LOCATION 22

1885 MOUNTAIN CREEK DRIVE

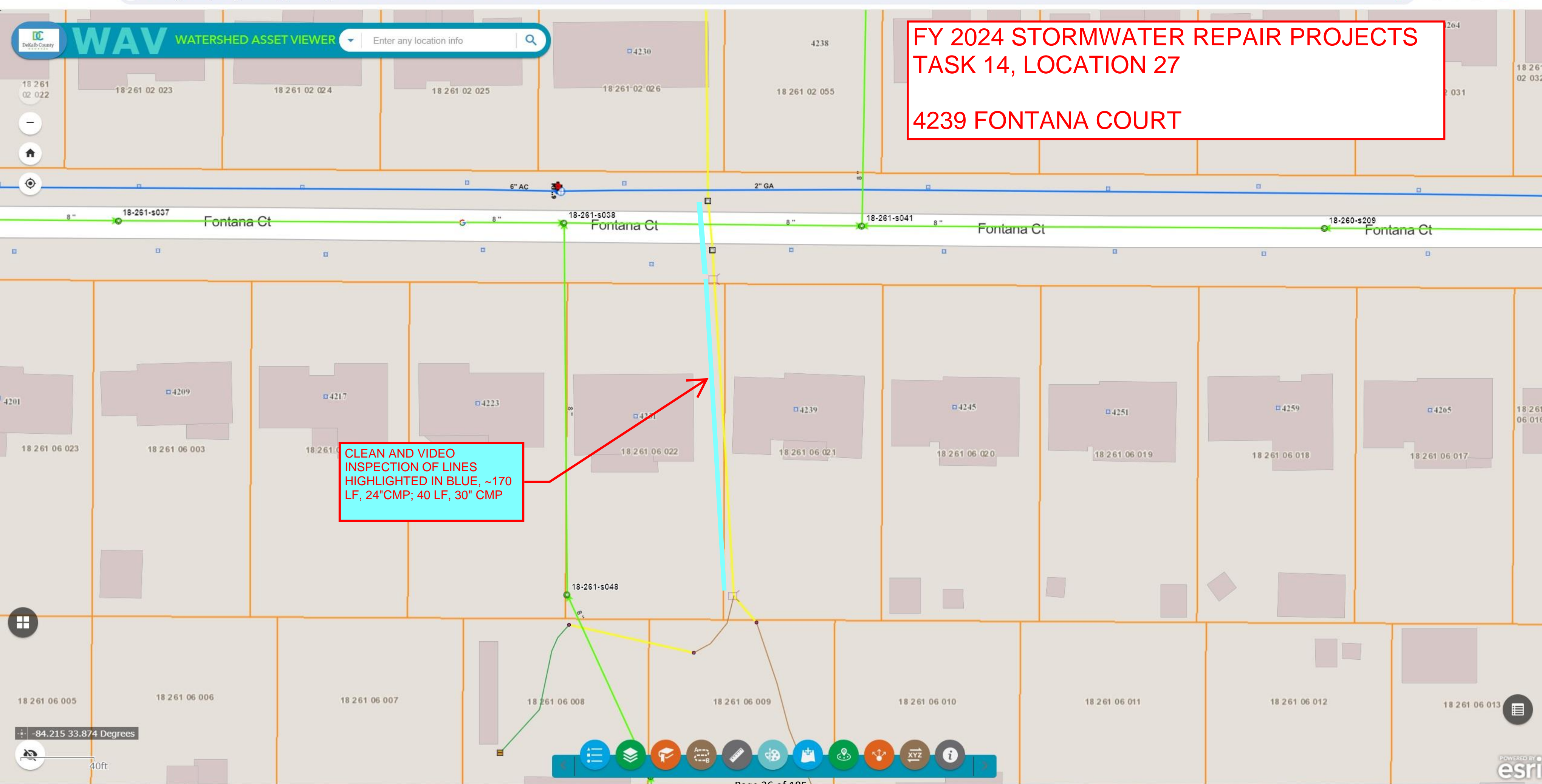
CLEAN AND VIDEO
INSPECTION OF LINES
HIGHLIGHTED IN BLUE,
~185 LF, 18" CMP

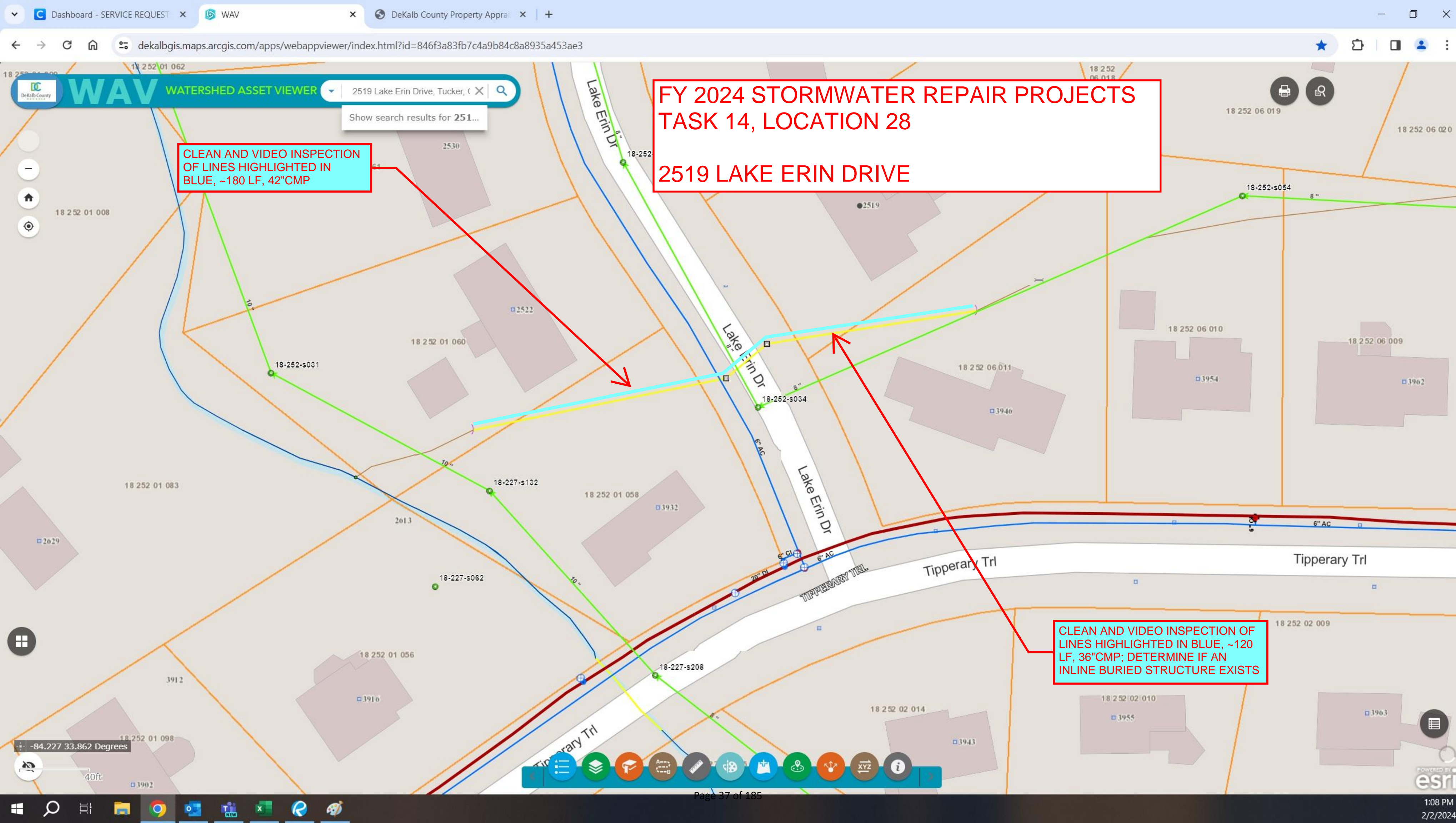




FY 2024 STORMWATER REPAIR PROJECTS
TASK 14, LOCATION 26
2433 HENDERSON PINES COURT

CLEAN AND VIDEO
INSPECTION OF LINES
HIGHLIGHTED IN BLUE,
~170 LF, 18" CMP



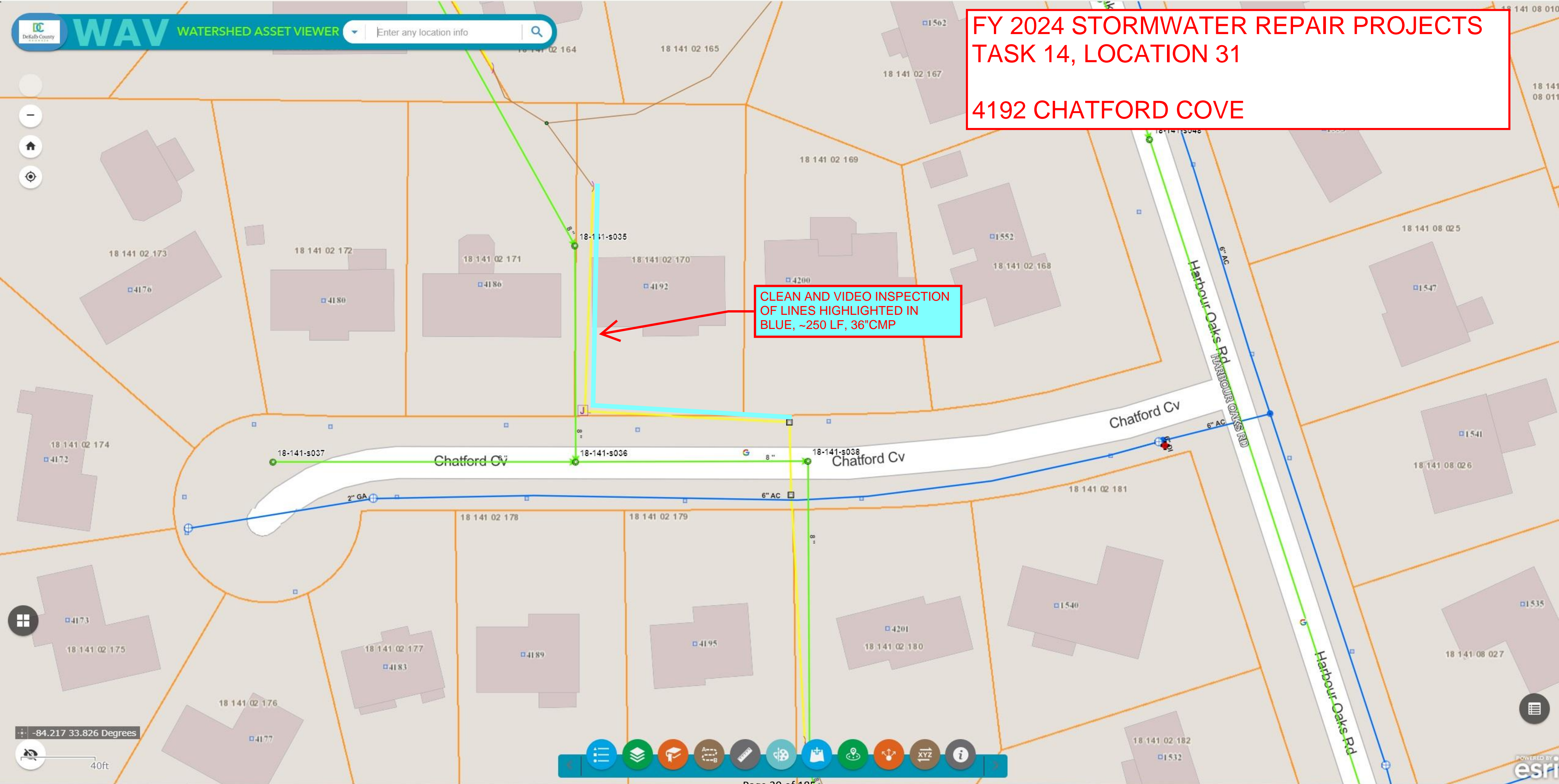


FY 2024 STORMWATER REPAIR PROJECTS
TASK 14, LOCATION 28

2519 LAKE ERIN DRIVE

CLEAN AND VIDEO INSPECTION
OF LINES HIGHLIGHTED IN
BLUE, ~180 LF, 42" CMP

CLEAN AND VIDEO INSPECTION OF
LINES HIGHLIGHTED IN BLUE, ~120
LF, 36" CMP; DETERMINE IF AN
INLINE BURIED STRUCTURE EXISTS



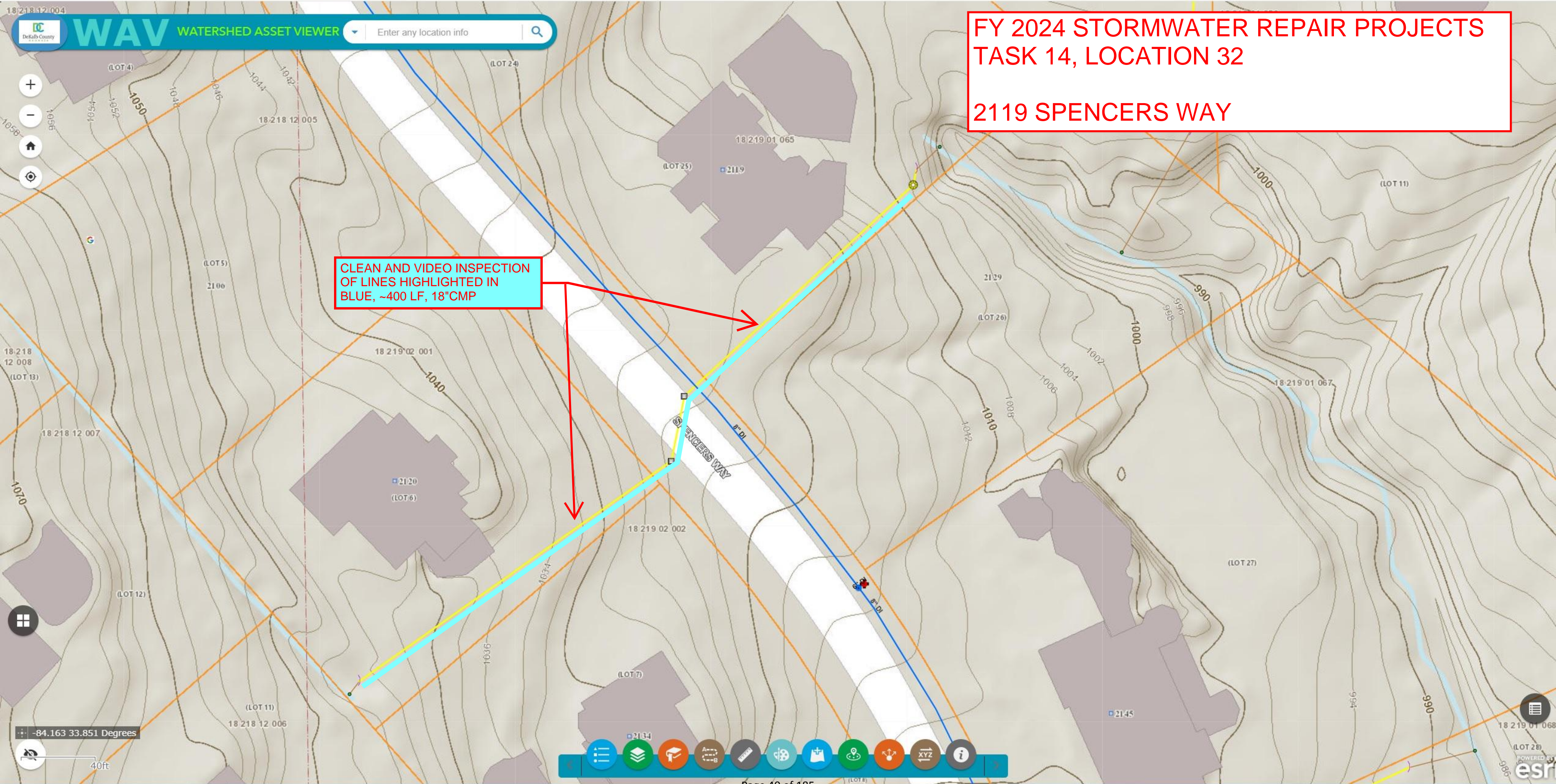


EXHIBIT B

UNIT PRICE SCHEDULE			Cajon	Task 14 Totals	4239 Fontana Court	2519 Lake Erin Drive	4158 Oak Crest Drive	4192 Chafford Cove	2119 Spencers Way	1885 Mountain Creek Drive	3440 Montreal Way	2433 Henderson Pines Court
Item	Unit	Contracted Price	Estimated Qty	Estimated Total	Estimated Qty	Estimated Total	Estimated Qty	Estimated Total	Estimated Qty	Estimated Total	Estimated Qty	Estimated Total
General Conditions												
1 Mobilization	EA	\$ 2,400.00	8	\$ 19,200.00	1	\$ 2,400.00	1	\$ 2,400.00	1	\$ 2,400.00	1	\$ 2,400.00
2 Out of Scope Work, Foreman	HR	\$ 95.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
3 Out of Scope Work, Laborer	HR	\$ 75.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
Traffic Control												
4 Traffic Control Minor 1 – Includes Continuous Crew of 2 Flagmen	Per Day	\$ 3,000.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
5 Traffic Control Minor 2 – Includes Cones and Signage	Per Day	\$ 2,000.00	8	\$ 16,000.00	1	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
6 Traffic Control Major - Included Road Closure Detours, Signs,	EA	\$ 6,500.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
7 Mobile Electronic Detour Signs	Per Day	\$ 325.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
TV Inspection and Jet-Vac Cleaning												
8 TV Storm Lines (includes DVO & Report)	LF	\$ 5.00	1908	\$ 9,540.00	210	\$ 1,050.00	300	\$ 1,500.00	240	\$ 1,200.00	250	\$ 1,250.00
9 Visual Inspection (Pictures), per Project (During Construction)	EA	\$ 250.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
10 Hydro-Excavation complete (onsite hours only)	Per Hour	\$ 370.00	64	\$ 23,680.00	8	\$ 2,960.00	8	\$ 2,960.00	8	\$ 2,960.00	8	\$ 2,960.00
Storm Line Cleaning (less than 25% full)												
11 12" PIPE - Cleaning less than 25% full	LF	\$ 5.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
12 15" PIPE - Cleaning less than 25% full	LF	\$ 5.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
13 18" PIPE - Cleaning less than 25% full	LF	\$ 7.00	1028	\$ 7,196.00		\$ -		\$ -		\$ -		\$ -
14 21" PIPE - Cleaning less than 25% full	LF	\$ 7.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
15 24" PIPE - Cleaning less than 25% full	LF	\$ 8.00	170	\$ 1,360.00	170	\$ 1,360.00		\$ -		\$ -		\$ -
16 30" PIPE - Cleaning less than 25% full	LF	\$ 8.00	40	\$ 320.00	40	\$ 320.00		\$ -		\$ -		\$ -
17 36" PIPE - Cleaning less than 25% full	LF	\$ 9.00	370	\$ 3,330.00		\$ -	120	\$ 1,080.00	250	\$ 2,250.00		\$ -
18 42" PIPE - Cleaning less than 25% full	LF	\$ 9.00	300	\$ 2,700.00		\$ -	180	\$ 1,620.00	120	\$ 1,080.00		\$ -
19 48" PIPE - Cleaning less than 25% full	LF	\$ 10.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
20 54" PIPE - Cleaning less than 25% full	LF	\$ 12.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
21 60" PIPE - Cleaning less than 25% full	LF	\$ 14.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
22 66" PIPE - Cleaning less than 25% full	LF	\$ 16.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
23 72" PIPE - Cleaning less than 25% full	LF	\$ 18.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
24 78" PIPE - Cleaning less than 25% full	LF	\$ 19.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
25 84" PIPE - Cleaning less than 25% full	LF	\$ 20.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
26 90" PIPE - Cleaning less than 25% full	LF	\$ 22.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
27 96" PIPE - Cleaning less than 25% full	LF	\$ 25.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
Storm Line Cleaning (25% full or greater)												
28 12" PIPE - Cleaning 25% full or greater	LF	\$ 7.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
29 15" PIPE - Cleaning 25% full or greater	LF	\$ 9.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
30 18" PIPE - Cleaning 25% full or greater	LF	\$ 13.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
31 21" PIPE - Cleaning 25% full or greater	LF	\$ 14.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
32 24" PIPE - Cleaning 25% full or greater	LF	\$ 12.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
33 30" PIPE - Cleaning 25% full or greater	LF	\$ 14.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
34 36" PIPE - Cleaning 25% full or greater	LF	\$ 17.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
35 42" PIPE - Cleaning 25% full or greater	LF	\$ 19.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
36 48" PIPE - Cleaning 25% full or greater	LF	\$ 21.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
37 54" PIPE - Cleaning 25% full or greater	LF	\$ 24.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
38 60" PIPE - Cleaning 25% full or greater	LF	\$ 25.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
39 66" PIPE - Cleaning 25% full or greater	LF	\$ 29.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
40 72" PIPE - Cleaning 25% full or greater	LF	\$ 30.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
41 78" PIPE - Cleaning 25% full or greater	LF	\$ 35.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
42 84" PIPE - Cleaning 25% full or greater	LF	\$ 39.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
43 90" PIPE - Cleaning 25% full or greater	LF	\$ 40.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
44 96" PIPE - Cleaning 25% full or greater	LF	\$ 40.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
Specialty Storm Line Cleaning												
Applicable to heavy roots, Large diameter rocks, large debris, etc												
45 12" to 36" PIPE	LF	\$ 62.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
46 42" to 96" PIPE	LF	\$ 87.00	0	\$ -		\$ -		\$ -		\$ -		\$ -
***** END OF SPECIFICATIONS *****												
			Sub Total	\$ 83,326.00		\$ 10,090.00		\$ 11,560.00		\$ 10,480.00		\$ 10,860.00
			15% Contingency	\$ 12,498.90								
			Total	\$ 95,824.90								



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: John McHenry, City Manager
Date: March 25, 2024
RE: Memo for the Award of Stormwater Task Order 16 – 4260 Bonaparte Lane

Contract/Document Number: C2023-016-TO016-PO24-685

Description for on the Agenda:

Task Order 16 to be awarded to CAJENN to repair the closed conduit under Bonaparte Lane as well as reconstruct 2 catch basins, repair roadway, and a point repair on the existing pipe.

Issue:

A sinkhole has formed at the catch basin on Bonaparte Lane as well as in the shoulder of the roadway. The Department of Public Works has investigated the stormwater network and found the pipe has rotted in multiple locations including the invert.

Recommendation:

The City of Tucker's Public Works Staff recommends award of Task Order 14 to CAJENN in the amount of \$47,886.00, which includes a 15% construction contingency.

Background:

The City of Tucker's Public Works Department was made aware of a sinkhole along Bonaparte Lane just adjacent to 4260 Bonaparte Lane. Upon further inspection another sink hole was identified in the shoulder of the road. Additionally, a glimpse inside of the pipe revealed a rusted invert (bottom of pipe) and other failures along the pipe.

Upon further investigation, City Staff has determined that these structures can be reconstructed, pipe repaired, and then the entire network be lined with Cured In Place Pipe (CIPP). This process will be minimally invasive to the area and residents' front yards.

Summary:

The construction scope and sketch/maps are attached for reference. The contractor will complete a point repair in the pipe, reconstruct 2 catch basin structures, and complete a trenchless rehabilitation on 70-linear feet of pipe.

Financial Impact:

Base Fee:	\$41,640.00
<u>Contingency:</u>	<u>\$ 6,246.00</u>
Total Fee:	\$47,886.00



**STORMWATER MAINTENANCE AND REPAIR
CONTRACT AGREEMENT (RFP 2023-016)
TASK ORDER #16**

STORM SYSTEM REPAIRS

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFP #2023-016) and shall serve as authorization by the City of Tucker to CAJENN CONSTRUCTION AND REHABILITATION SERVICES, INC. (“CONTRACTOR”) to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFP #2023-016). Now therefore, the parties agree as follows:

Location of Project:

1. 4260 Bonaparte Drive, Tucker, GA 30084

Description of Services: The Contractor shall furnish all equipment, tools, skill, labor of every description, and all things necessary to carry out as delineated in “Exhibit A” (Scope of Work) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. Specific tasks to be completed under the scope of this TASK ORDER (the “WORK”) shall comply with the unit prices provided in the Contract Agreement (RFP #2023-016) with an established Not to Exceed total that the Contractor exceeds at its own risk.

CONTRACTOR Deliverables to CITY:

- Completed work per Exhibit A – SCOPE OF WORK

Design Specifications and Guidelines:

The fee to be paid pursuant to this task order shall be the total amount identified in Exhibit B as **\$41,640.00**. Provided, however, that upon a satisfactory showing of a legitimate contingency by contractor to the city, an additional amount covering such contingency up to no more than 15% of said fee may be paid, such that the total amount authorized for payment under this task order shall in no event exceed **\$47,886.00**.

General Scope of Service: The WORK under this TASK ORDER shall be commenced upon the Contractor’s receipt of the Notice to Proceed (“NTP”). The WORK shall be completed

within 180 calendar days of the NTP. Specific tasks to be completed under the scope of this agreement shall be at the direction of the City of Tucker Director of Public Works.

Itemized invoices delineating hours worked by each individual position in accordance with the fixed hourly rates for work done by each position as identified in “Exhibit B” (Cost Proposal) and the CONTRACT AGREEMENT (RFP #2023-016) shall be submitted by the CONTRACTOR via email to invoice@tuckerga.gov. Invoices will be paid in arrears not more than once every 30 days.

Performance will be monitored to ensure compliance with the City’s expectations. The CONTRACTOR shall prepare a Schedule of Completion showing milestone completion dates based on completing the WORK within 180 calendar days of the NTP. A Status Report describing actual work accomplishments and percentage of completion shall be submitted with invoices. This report shall include a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence.

The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of interpreting any and all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONTRACTOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONTRACTOR shall also be responsible for any claim, damage, loss, or expense from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

The CONTRACTOR agrees that fees are earned pursuant to the WORK performed, which shall comply with the unit prices provided in the CONTRACT AGREEMENT (RFP #2023-016). Any work performed above the established Not to Exceed Fee shall be at the Contractor’s risk.

If the City in good faith determines that the CONTRACTOR has failed to perform or deliver any service or product as required, the CONTRACTOR shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the CONTRACTOR’S compensation which represents payment for services or products that were not performed or delivered. To the extent that the CONTRACTOR’S failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to CONTRACTOR. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract. If the CONTRACTOR owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the CONTRACTOR in the City's sole discretion. The City intends to utilize federal ARPA funds for this project. Therefore,

“Exhibit C” is attached and incorporated herein.

Attachments:

- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – COST PROPOSAL (in accordance with rates established in RFP 2023-016)
- EXHIBIT C – ADDITIONAL CONTRACT TERMS FOR PROJECTS UTILIZING FEDERAL FUNDS

CITY OF TUCKER:

CONTRACTOR: CAJENN CONSTRUCTION
AND REHABILITATION SERVICES INC.

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney

**FY 2024 Storm System Repairs, Task 16, 4260 Bonaparte Drive**

February 23, 2024

Request for Quote, Cajenn

The selected contractor is requested to provide a proposed unit price to not exceed amount based on the categories and unit prices provided per the contract for RFP 2023-016 to provide repairs at the aforementioned location.

The quote shall be generated based upon the categories and unit prices per the contract agreement associated with RFP 2023-016 between the City and the selected contractors and can be submitted to Jeff Mueller, Public Works Deputy Director via email at jmueller@tuckerga.gov.

The contractors are advised to visit the site. If you would like to have a meeting on site with Public Works staff, contact Jeff Mueller via email or at 470-714-8494.

Project Background

The 70 foot culvert system under Bonaparte Drive has failure and needs to be repaired.

It is the intention of the city to fund this project with ARPA funds under its 'micro project' designation for stormwater system repairs.

The city will obtain all necessary easements and right of entries which may be necessary to execute the repair.

Scope of Work

1. Bonaparte Drive Right of Way near 4260 Bonaparte Drive. Trenchless repair (inlining) of approximately 70 linear feet of 36" diameter CMP pipe -see accompanying exhibit.
2. Replace Catch Basin on south side of Bonaparte Drive.

The work required under this contract includes furnishing materials, qualified labor, equipment, traffic control, erosion control, and site restoration.

1. Point repair at approximately 10 feet downstream of inletting headwall
2. Clean Existing Pipe System
3. Cured in place pipe inlining
4. Grout pipe connections at catch basin structure
5. Back fill sinkholes along segment
6. Place invert in catch basin on north side of Bonaparte Drive which will remain
7. Replace catch basin on south side of Bonaparte Drive
8. Clean work area.



General conditions

1. The Contractor shall maintain access to residential properties as necessary by detours or covering of the work area when not mobilized.
2. The Contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Special Provision 150 of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
3. The Contractor will be responsible for calling in and identifying utility locations. The City shall be notified of any potential utility conflicts.
4. Specifications in accord with terms and conditions of RFP2023-016 contract.

Thank you for your interest in the City of Tucker.

FY 2024 STORMWATER REPAIR PROJECTS, TASK 16

4260 BONAPARTE DRIVE

EXISTING CATCH BASIN:
1. GROUT PIPE CONNECTIONS
2. REINSTALL INVERT

APPROX LOCATION OF POINT
REPAIR WHERE JOINT
SEPARATION

REMOVE EXISTING CATCH BASIN
STRUCTURE AND REPLACE WITH
NEW STRUCTURE

CURED IN PLACE 36" DIA
PIPE INLINING ~70 LF FROM
HEADWALL TO HEADWALL

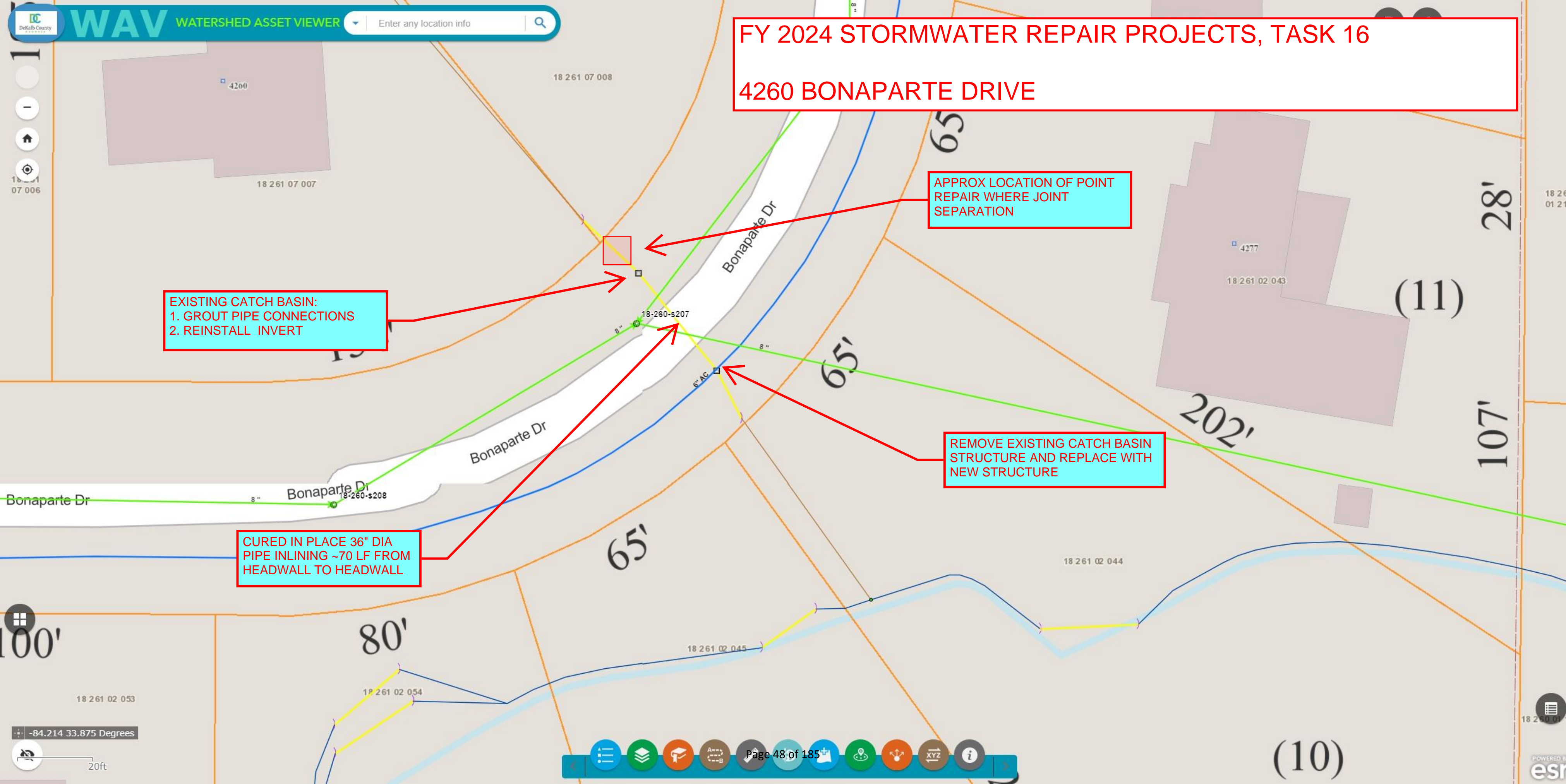


Exhibit B

UNIT PRICE SCHEDULE			Cajenn	Bonaparte Drive	
Item	Unit	Contracted Price	Estimated Qty	Estimated Total	
General Conditions					
1	Mobilization	EA \$ 2,400.00	1	\$ 2,400.00	
2	Out of Scope Work, Foreman	HR \$ 95.00		\$ -	
3	Out of Scope Work, Laborer	HR \$ 75.00		\$ -	
				\$ -	
Traffic Control					
4	Traffic Control Minor 1 – Includes Continuous Crew of 2 Flagmen	Per Day \$ 3,000.00		\$ -	
5	Traffic Control Minor 2 – Includes Cones and Signage	Per Day \$ 2,000.00	3	\$ 6,000.00	
6	Traffic Control Major - Included Road Closure Detours, Signs,	EA \$ 6,500.00		\$ -	
7	Mobile Electronic Detour Signs	Per Day \$ 325.00		\$ -	
				\$ -	
				\$ -	
TV Inspection and Jet-Vac Cleaning					
8	TV Storm Lines (includes DVD & Report)	LF \$ 5.00	70	\$ 350.00	
9	Visual Inspection (Pictures), per Project (During Construction)	EA \$ 250.00		\$ -	
10	Hydro-Excavation complete (onsite hours only)	Per Hour \$ 370.00		\$ -	
				\$ -	
				\$ -	
Storm Line Cleaning (less than 25% full)					
11	12" PIPE - Cleaning less than 25% full	LF \$ 5.00		\$ -	
12	15" PIPE - Cleaning less than 25% full	LF \$ 5.00		\$ -	
13	18" PIPE - Cleaning less than 25% full	LF \$ 7.00		\$ -	
14	21" PIPE - Cleaning less than 25% full	LF \$ 7.00		\$ -	
15	24" PIPE - Cleaning less than 25% full	LF \$ 8.00		\$ -	
16	30" PIPE - Cleaning less than 25% full	LF \$ 8.00		\$ -	
17	36" PIPE - Cleaning less than 25% full	LF \$ 9.00		\$ -	
18	42" PIPE - Cleaning less than 25% full	LF \$ 9.00		\$ -	
19	48" PIPE - Cleaning less than 25% full	LF \$ 10.00	70	\$ 700.00	
20	54" PIPE - Cleaning less than 25% full	LF \$ 12.00		\$ -	
21	60" PIPE - Cleaning less than 25% full	LF \$ 14.00		\$ -	
22	66" PIPE - Cleaning less than 25% full	LF \$ 16.00		\$ -	
23	72" PIPE - Cleaning less than 25% full	LF \$ 18.00		\$ -	
24	78" PIPE - Cleaning less than 25% full	LF \$ 19.00		\$ -	
25	84" PIPE - Cleaning less than 25% full	LF \$ 20.00		\$ -	
26	90" PIPE - Cleaning less than 25% full	LF \$ 22.00		\$ -	
27	96" PIPE - Cleaning less than 25% full	LF \$ 25.00		\$ -	
Internal Pipe Point Repairs (Including cutting, trimming, jacking,					
128	18" Diameter	LF \$ 580.00		\$ -	
129	24" Diameter	LF \$ 525.00		\$ -	
130	30" Diameter	LF \$ 490.00		\$ -	
131	36" Diameter	LF \$ 450.00	5	\$ 2,250.00	
132	42" Diameter	LF \$ 435.00		\$ -	
133	48" Diameter	LF \$ 399.00	0	\$ -	
134	60" Diameter	LF \$ 384.00		\$ -	
135	72" Diameter	LF \$ 382.00		\$ -	
136	96" Diameter	LF \$ 399.00		\$ -	
				\$ -	
200	Precast Replacement Top Only for Single Wing, w/ Ring & Cover, not	EA \$ 2,700.00		\$ -	
201	Precast Replacement Top Only for Double Wing w/Ring & Cover, not	EA \$ 2,700.00		\$ -	
202	4'x4' Precast Top w/ MH Ring and Cover	EA \$ 990.00		\$ -	
203	5'x5' Precast Top w/ MH Ring and Cover	EA \$ 1,100.00		\$ -	
204	Cast-in-Place Top Only w/Ring & Cover	EA \$ 2,450.00	1	\$ 2,450.00	
205	Cast-in-Place Throat Only	EA \$ 2,750.00		\$ -	
				\$ -	
206	Invert Installation, 4' Diameter	EA \$ 425.00	2	\$ 850.00	
207	Invert Installation, 5' Diameter	EA \$ 450.00		\$ -	
208	Invert Installation, 6' Diameter	EA \$ 475.00		\$ -	
209	Invert Installation, other configurations	SF \$ 70.00		\$ -	
				\$ -	
210	Uncover Buried Junction Box (<4')	EA \$ 625.00		\$ -	
211	Uncover Buried Junction Box (4'-7.9')	EA \$ 780.00		\$ -	
212	Uncover Buried Junction Box (8'-11.9')	EA \$ 1,050.00		\$ -	
213	Uncover Buried Junction Box (>12')	EA \$ 1,550.00		\$ -	
				\$ -	
214	Brick Opening of Stormline 18" to 30" (Abandonment)	EA \$ 400.00		\$ -	
215	Brick Opening of Stormline 36" to 54" (Abandonment)	EA \$ 700.00		\$ -	
216	Flowable Fill Abandonment (Pumping included if needed)	CY \$ 1,400.00		\$ -	
217	Pressure Grouting (Pumping included if needed)	CY \$ 1,700.00		\$ -	
				\$ -	

	Grout Connection To Structure				\$	-
218	12" Grout Each End to Structure	EA	\$	125.00	\$	-
219	15" Grout Each End to Structure	EA	\$	160.00	\$	-
220	18" Grout Each End to Structure	EA	\$	190.00	\$	-
221	21" Grout Each End to Structure	EA	\$	190.00	\$	-
222	24" Grout Each End to Structure	EA	\$	200.00	\$	-
223	27" Grout Each End to Structure	EA	\$	220.00	\$	-
224	30" Grout Each End to Structure	EA	\$	230.00	\$	-
225	36" Grout Each End to Structure	EA	\$	250.00	6	\$ 1,500.00
226	42" Grout Each End to Structure	EA	\$	275.00		\$ -
227	48" Grout Each End to Structure	EA	\$	300.00		\$ -
228	54" Grout Each End to Structure	EA	\$	400.00		\$ -
229	60" Grout Each End to Structure	EA	\$	400.00		\$ -
230	66" Grout Each End to Structure	EA	\$	500.00		\$ -
231	72" Grout Each End to Structure	EA	\$	500.00		\$ -
232	Grout all joint, cracks & holes, in structures, complete (structures 8'	EA	\$	700.00		\$ -
233	Grout all joint, cracks & holes, in structures, complete (structures greater	EA	\$	1,450.00		\$ -
					\$	-
	LINING REQUIREMENTS				\$	-
	Cured In Place Pipe Liner (CIPP) - (12' or less in depth)				\$	-
	Includes Pre and Post Television Inspections during lining				\$	-
234	12" PIPE - 6.0mm (.236")	LF	\$	80.00		\$ -
235	15" PIPE - 7.5mm (.295")	LF	\$	95.00		\$ -
236	18" PIPE - 9.0mm (.354")	LF	\$	115.00		\$ -
237	21" PIPE - 9.0mm (.354")	LF	\$	132.00		\$ -
238	24" PIPE - 11.0mm (.433")	LF	\$	157.00		\$ -
239	30" PIPE - 13.5mm (.532")	LF	\$	195.00		\$ -
240	36" PIPE - 16.5mm (.650")	LF	\$	242.00	70	\$ 16,940.00
241	42" PIPE - 19.5mm (.768")	LF	\$	300.00		\$ -
242	48" PIPE - 22.5mm (.886")	LF	\$	368.00	0	\$ -
243	54" PIPE - 25.5mm (1.004")	LF	\$	650.00		\$ -
	Inversion Setup				\$	-
268	Inversion Setup Charge 15"- 36" CIPP	EACH	\$	2,900.00	1	\$ 2,900.00
269	Inversion Setup Charge 42"- 60" CIPP	EACH	\$	6,000.00	0	\$ -
270	Inversion Setup Charge 66"- 96" CIPP	EACH	\$	15,000.00		\$ -
					\$	-
					\$	-
	Cast in Place Concrete				\$	-
333	Paved Ditch/Swale (4" Thick)	SY	\$	65.00		\$ -
334	Driveway 4" Concrete (Residential w/4" of GAB included)	SY	\$	80.00		\$ -
335	Driveway 6" Concrete (Commercial w/6" of GAB included)	SY	\$	90.00		\$ -
336	Driveway 8" Concrete (Commercial w/6" of GAB included)	SY	\$	110.00		\$ -
337	Regular Duty Sidewalk (4" Thick, 3000 psi) <5' length	SY	\$	80.00		\$ -
338	Regular Duty Sidewalk (4" Thick, 3000 psi) 5'-10' length	SY	\$	80.00		\$ -
339	Regular Duty Sidewalk (4" Thick, 3000 psi) 11'-20' length	SY	\$	80.00		\$ -
340	Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi) <5' length	SY	\$	85.00		\$ -
341	Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi) 5'-10' length	SY	\$	85.00		\$ -
342	Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi) 11'-20'	SY	\$	85.00		\$ -
343	Heavy Duty Sidewalk (6" w/Wire Mesh, & 3500 psi) <5' length	SY	\$	100.00		\$ -
344	Heavy Duty Sidewalk (6" w/Wire Mesh, & 3500 psi) 5'-10' length	SY	\$	100.00		\$ -
345	Heavy Duty Sidewalk (6" w/Wire Mesh, & 3500 psi) 11'-20' length	SY	\$	100.00		\$ -
346	Curb & Gutter 6"x24"x12" High Back	LF	\$	50.00	20	\$ 1,000.00
347	Curb & Gutter 6"x30"x12" High Back	LF	\$	54.00		\$ -
348	Curb and Gutter 6"x24"x10" Roll Back	LF	\$	48.00		\$ -
349	Straight Header Curb	LF	\$	46.00		\$ -
350	Concrete Drainage Structures Poured In Place w/ Steel	CY	\$	2,248.00		\$ -
351	High Early Strength (5000 psi)	CY	\$	500.00		\$ -
352	ADA Ramp	EA	\$	450.00		\$ -
	Road Restoration				\$	-
353	Graded Aggregate Base	Ton	\$	86.00		\$ -
354	Crusher Run Stone	Ton	\$	83.00		\$ -
355	Asphaltic Concrete Binder Course	Ton	\$	302.00		\$ -
356	Asphaltic Concrete Surface Course	Ton	\$	327.00		\$ -
357	Tack Coat	Gal	\$	35.00		\$ -
358	2" Asph. Con. Hot Mix for Trench Cap	Ton	\$	323.00		\$ -
359	8" Thick 3000 psi- Concrete Trench Cap	CY	\$	660.00		\$ -
					\$	-
	Earthwork & Grading				\$	-
360	Tree Removal 6"-12"	EA	\$	950.00		\$ -
361	Tree Removal 13"-23"	EA	\$	1,700.00		\$ -
362	Tree Removal >23"	EA	\$	3,100.00		\$ -
363	Clear & Grubbing	SY	\$	14.00		\$ -

364	Channel Excavation	CY	\$	24.00		\$	-
365	Additional Excavation	CY	\$	20.00		\$	-
366	Haul-In Structural Fill Material	CY	\$	72.00		\$	-
367	Haul-Off Soil Material	CY	\$	80.00		\$	-
368	Finish Grading	SY	\$	10.00		\$	-
369	Trench Rock Excavation	CY	\$	320.00		\$	-
370	Debris Removal	CY	\$	75.00		\$	-
						\$	-
	Erosion Control					\$	-
371	Stone Rip Rap Type I In Place	TON	\$	95.00		\$	-
372	Stone Rip Rap Type III In Place	TON	\$	95.00	20	\$	1,900.00
373	Stone Grouted Rip Rap 12" Installed	SY	\$	98.00		\$	-
374	Install & Remove Type A Silt Fence	LF	\$	5.00		\$	-
375	Fleximat Ditch Lining	SY	\$	45.00		\$	-
376	Install & Remove Type C Silt Fence	LF	\$	6.00		\$	-
377	Install & Remove Type C Silt Fence - Alternative	LF	\$	6.00		\$	-
378	Inlet Sediment Traps - Silt Fence Sd2	EA	\$	244.00		\$	-
379	Rock Bags for curb inlet/CB sediment Protection	EA	\$	155.00		\$	-
380	Install & Remove Orange Tree Save Fence	LF	\$	8.00		\$	-
381	Gabion Structures (GDOT Section 626 & 809)	SF	\$	115.00		\$	-
382	Permanent Soil Reinf Mat Installed	SY	\$	11.00		\$	-
383	Organic Material Fiber Blanket Installed	SY	\$	8.00		\$	-
384	Seed & Straw (Permanent Grassing)	SY	\$	5.00		\$	-
385	Seed & Straw (Temporary Grassing)	SY	\$	4.00		\$	-
386	Sodding Complete-Fescue	SY	\$	20.00		\$	-
387	Sodding Complete-Bermuda	SY	\$	19.00		\$	-
388	Sodding Complete-Zoyzia	SY	\$	23.00		\$	-
389	Sodding Complete-Centipede	SY	\$	23.00		\$	-
390	Topsoil Compete	CY	\$	70.00		\$	-
391	Pine Straw	EA	\$	10.00	20	\$	200.00
392	Straw Mulch	SY	\$	5.00		\$	-
393	Tree Replacement 1-1/2" Hardwood, installed	EA	\$	490.00		\$	-
394	Tree Replacement 2-1/2" Hardwood, installed	EA	\$	630.00		\$	-
395	Tree Replacement 1-1/2" Hardwood, installed	EA	\$	497.00		\$	-
396	Tree Replacement 2-1/2" Pine, installed	EA	\$	481.00		\$	-
397	Shrub Replacement: 1 gallon, installed	EA	\$	81.00		\$	-
398	Shrub Replacement: 3 gallon, installed	EA	\$	125.00		\$	-
399	Shrub Replacement: 5 gallon, installed	EA	\$	160.00		\$	-
400	Shrub Replacement: 7 gallon, installed	EA	\$	210.00		\$	-
401	Shrub Replacement: 15 gallon, installed	EA	\$	480.00		\$	-
402	Shrub Replacement: 30 gallon, installed	EA	\$	690.00		\$	-
403	Bedding Flower per flat of 18, installed	SY	\$	41.00		\$	-
404	Irrigation Line Replacement	LF	\$	28.00		\$	-
405	Irrigation Head Replacement (Builder Grade)	EA	\$	45.00		\$	-
						\$	-
	Miscellaneous Items					\$	-
406	Connect to Existing Structures	EA	\$	1,625.00		\$	-
407	Debris Removal, Tandem Dump Truck	Per Load	\$	667.00		\$	-
408	Removal of Existing Non Drainage Structure	EA	\$	2,498.00		\$	-
409	Removal of Existing Drainage Structure	EA	\$	2,200.00	1	\$	2,200.00
410	Remove Existing Pipe all Types and Sizes	LF	\$	70.00		\$	-
411	Saw Cut Existing Pavements	LF	\$	4.00		\$	-
412	Stone #57	TON	\$	84.00		\$	-
413	Surge Stone	TON	\$	87.00		\$	-
414	No. 3's and 4's Stone	TON	\$	87.00		\$	-
415	Roll-Off Dumpster	EA	\$	706.00		\$	-
416	Relocate Existing Residential Water Meter, Including Box	EA	\$	740.00		\$	-
417	Install Thermal Barrier to protect water service line or other utilities	SF	\$	9.00		\$	-
418	Bypass pumping setup-equipment and hose placement	EA	\$	950.00	0	\$	-
419	4" Pumping Operation Time	HR	\$	83.00	0	\$	-
					Sub Total	\$	41,640.00
	***** END OF SPECIFICATIONS *****				15%	\$	6,246.00
					Total	\$	47,886.00

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Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucker by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucker, according to the City’s Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

I. Federally Required Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

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advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor because of such direction by the administering agency, the contractor may request the United States to enter such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor,

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that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

II. Compliance with the Federal Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

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the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set forth in paragraphs (b)(1) through (4) of this section.

III. Federal Clean Air Act Compliance

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 33 U.S.C. 1251 et. seq.
2. The contractor agrees to report each violation to the City of Tucker and understands and agrees that the City of Tucker will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

IV. Federal Water Pollution Control Act Compliance

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Tucker and understands and agrees that the City of Tucker will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

V. Federal Suspension and Debarment

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Tucker. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tucker, the Federal

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Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VI. Compliance with the Federal Solid Waste Disposal Act

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

VII. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending federal funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

VIII. Solicitation of Minority and Women-Owned Business Enterprises.

Contractors or subcontractors are required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

(i) Place qualified small and minority businesses and women's business enterprises on its solicitation lists.

(ii) Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.

(iii) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

(iv) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

(v) Use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce.

IX. Compliance with the Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, contractors must sign and submit to the Certification Regarding Lobbying that follows:

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Print Name and Title of Contractor's Authorized Official

Date _____



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: John McHenry, City Manager
Date: March 25, 2024
RE: Memo for the Award of Stormwater Task Order 17 - 2068 Silversmith Lane

Contract/Document Number: C2023-016-TO17-PO24-686

Description for on the Agenda:

Task Order 17 to be awarded to CAJENN to complete a point repair on the existing pipe, regROUT the headwall connections, and line the existing culvert under Silversmith Lane with cured in place pipe (CIPP), a trenchless method of pipe rehabilitation.

Issue:

The existing 48-inch pipe is completely rotted out along the invert (bottom) and has detached from the existing headwalls.

Recommendation:

The City of Tucker's Public Works Staff recommends award of Task Order 17 to CAJENN in the amount of \$90,988.00, which includes a 15% construction contingency.

Background:

A report of the failing pipe was made the Tucker's Public Works Department of a void next to the headwall, visible when on Silversmith Lane. Upon inspection, the 48-inch pipe is completely rotted out along the invert (bottom) and has detached from the existing headwalls. This can lead to a complete collapse of the pipe and the roadway and/or sink holes close to the headwalls.

Summary:

The construction scope and sketch/maps are attached for reference. The contractor will complete a point repair in the pipe, reconnect the headwalls to the pipe with grout, and complete a trenchless rehabilitation of 120-linear feet of pipe.

Financial Impact:

Base Fee:	\$79,120.00
Contingency:	<u>\$11,868.00</u>
Total Fee:	\$90,988.00



**STORMWATER MAINTENANCE AND REPAIR
CONTRACT AGREEMENT (RFP 2023-016)
TASK ORDER #17**

STORM SYSTEM REPAIRS

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFP #2023-016) and shall serve as authorization by the City of Tucker to CAJENN CONSTRUCTION AND REHABILITATION SERVICES, INC. (“CONTRACTOR”) to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFP #2023-016). Now therefore, the parties agree as follows:

Location of Project:

1. 2068 Silversmith Lane, Tucker, GA 30084

Description of Services: The Contractor shall furnish all equipment, tools, skill, labor of every description, and all things necessary to carry out as delineated in “Exhibit A” (Scope of Work) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. Specific tasks to be completed under the scope of this TASK ORDER (the “WORK”) shall comply with the unit prices provided in the Contract Agreement (RFP #2023-016) with an established Not to Exceed total that the Contractor exceeds at its own risk.

CONTRACTOR Deliverables to CITY:

- Completed work per Exhibit A – SCOPE OF WORK

Design Specifications and Guidelines:

The fee to be paid pursuant to this task order shall be the total amount identified in Exhibit B as **\$79,120.00**. Provided, however, that upon a satisfactory showing of a legitimate contingency by contractor to the city, an additional amount covering such contingency up to no more than 15% of said fee may be paid, such that the total amount authorized for payment under this task order shall in no event exceed **\$90,988.00**.

General Scope of Service: The WORK under this TASK ORDER shall be commenced upon the Contractor’s receipt of the Notice to Proceed (“NTP”). The WORK shall be completed within 180

calendar days of the NTP. Specific tasks to be completed under the scope of this agreement shall be at the direction of the City of Tucker Director of Public Works.

Itemized invoices delineating hours worked by each individual position in accordance with the fixed hourly rates for work done by each position as identified in “Exhibit B” (Cost Proposal) and the CONTRACT AGREEMENT (RFP #2023-016) shall be submitted by the CONTRACTOR via email to invoice@tuckerga.gov. Invoices will be paid in arrears not more than once every 30 days.

Performance will be monitored to ensure compliance with the City’s expectations. The CONTRACTOR shall prepare a Schedule of Completion showing milestone completion dates based on completing the WORK within 180 calendar days of the NTP. A Status Report describing actual work accomplishments and percentage of completion shall be submitted with invoices. This report shall include a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence.

The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of interpreting any and all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONTRACTOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONTRACTOR shall also be responsible for any claim, damage, loss, or expense from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

The CONTRACTOR agrees that fees are earned pursuant to the WORK performed, which shall comply with the unit prices provided in the CONTRACT AGREEMENT (RFP #2023-016). Any work performed above the established Not to Exceed Fee shall be at the Contractor’s risk.

If the City in good faith determines that the CONTRACTOR has failed to perform or deliver any service or product as required, the CONTRACTOR shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the CONTRACTOR’S compensation which represents payment for services or products that were not performed or delivered. To the extent that the CONTRACTOR’S failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to CONTRACTOR. The City’s authority to deduct such incurred costs shall not in any way affect the City’s authority to terminate the Contract. If the CONTRACTOR owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the CONTRACTOR in the City’s sole discretion.

Attachments:

- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – COST PROPOSAL (in accordance with rates established in RFP 2023-016)

CITY OF TUCKER:

CONTRACTOR: CAJENN CONSTRUCTION
AND REHABILITATION SERVICES INC.

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney

**FY 2024 Storm System Repairs, Task 17, 2068 Silversmith Lane**

February 26, 2024

Request for Quote, Cajenn

The selected contractor is requested to provide a proposed unit price to not exceed amount based on the categories and unit prices provided per the contract for RFP 2023-016 to provide repairs at the aforementioned location.

The quote shall be generated based upon the categories and unit prices per the contract agreement associated with RFP 2023-016 between the City and the selected contractors and can be submitted to Jeff Mueller, Public Works Deputy Director via email at jmueller@tuckerga.gov.

The contractors are advised to visit the site. If you would like to have a meeting on site with Public Works staff, contact Jeff Mueller via email or at 470-714-8494.

Project Background

The 120 foot culvert system under Silversmith Lane has failure and needs to be repaired.

The city will obtain all necessary easements and right of entries which may be necessary to execute the repair.

Scope of Work

1. Silversmith Lane Right of Way near 2680 Silversmith Lane. Trenchless repair (inlining) of approximately 120 linear feet of 48" diameter CMP pipe -see accompanying exhibit.
2. Point Repair of approximately 20 linear feet of upstream most 48" diameter CMP pipe.

The work required under this contract includes furnishing materials, qualified labor, equipment, traffic control, erosion control, and site restoration.

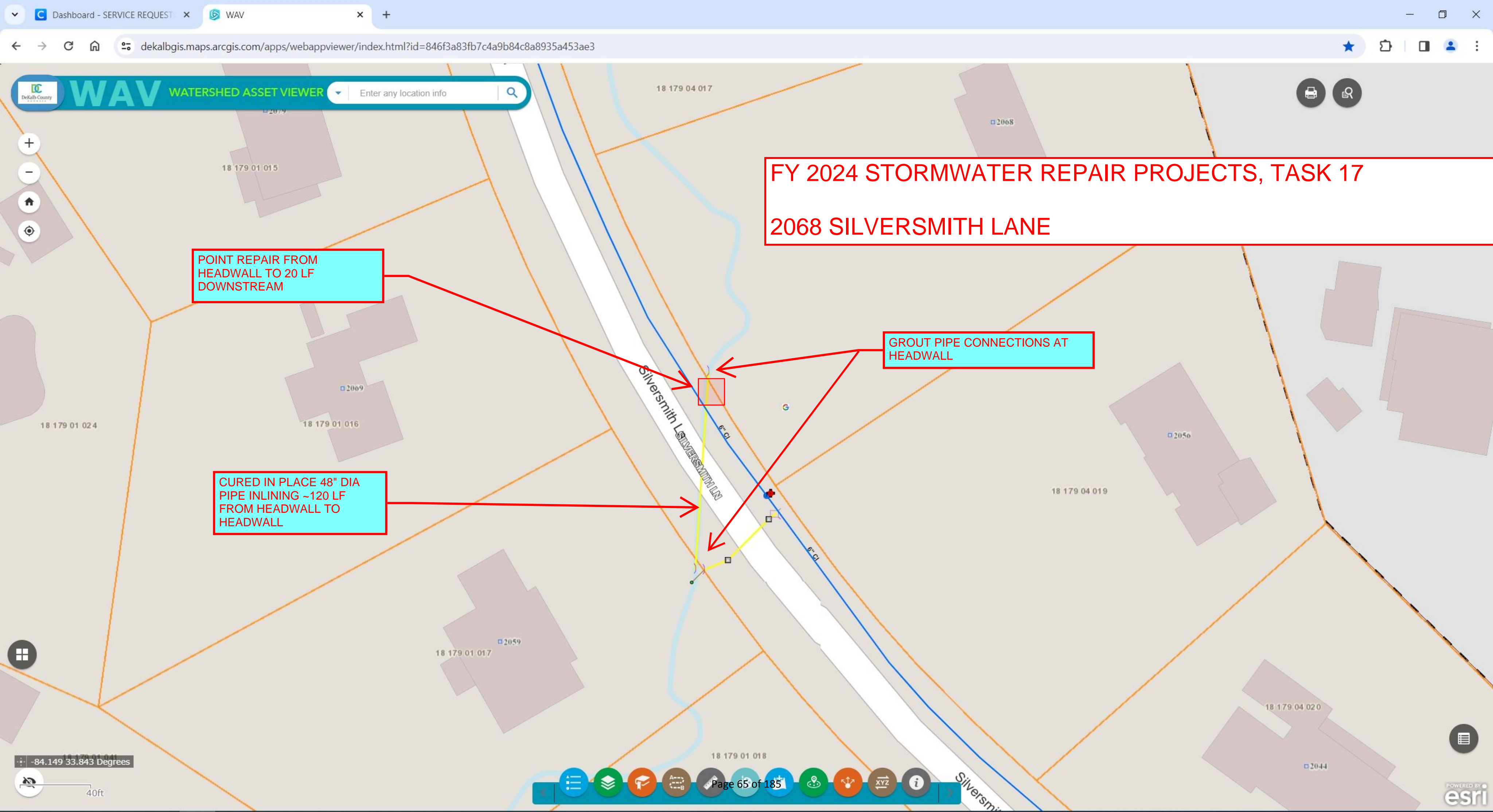
1. Point repair at first 20 feet downstream of inletting headwall
2. Clean Existing Pipe System
3. Cured in place pipe inlining
4. Grout pipe connections at headwall structures
5. Clean work area.



General conditions

1. The Contractor shall maintain access to residential properties as necessary by detours or covering of the work area when not mobilized.
2. The Contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Special Provision 150 of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
3. The Contractor will be responsible for calling in and identifying utility locations. The City shall be notified of any potential utility conflicts.
4. Specifications in accord with terms and conditions of RFP2023-016 contract.

Thank you for your interest in the City of Tucker.



FY 2024 STORMWATER REPAIR PROJECTS, TASK 17

2068 SILVERSMITH LANE

POINT REPAIR FROM
HEADWALL TO 20 LF
DOWNSTREAM

GROUT PIPE CONNECTIONS AT
HEADWALL

CURED IN PLACE 48" DIA
PIPE INLINING ~120 LF
FROM HEADWALL TO
HEADWALL

Exhibit B

UNIT PRICE SCHEDULE			Cajenn	Silversmith Lane	
Item	Unit	Contracted Price	Estimated Qty	Estimated Total	
General Conditions					
1	Mobilization	EA \$ 2,400.00	1	\$ 2,400.00	
2	Out of Scope Work, Foreman	HR \$ 95.00		\$ -	
3	Out of Scope Work, Laborer	HR \$ 75.00		\$ -	
				\$ -	
Traffic Control				\$ -	
4	Traffic Control Minor 1 – Includes Continuous Crew of 2 Flagmen	Per Day \$ 3,000.00		\$ -	
5	Traffic Control Minor 2 – Includes Cones and Signage	Per Day \$ 2,000.00	3	\$ 6,000.00	
6	Traffic Control Major - Included Road Closure Detours, Signs,	EA \$ 6,500.00		\$ -	
7	Mobile Electronic Detour Signs	Per Day \$ 325.00		\$ -	
				\$ -	
				\$ -	
TV Inspection and Jet-Vac Cleaning				\$ -	
8	TV Storm Lines (includes DVD & Report)	LF \$ 5.00	120	\$ 600.00	
9	Visual Inspection (Pictures), per Project (During Construction)	EA \$ 250.00		\$ -	
10	Hydro-Excavation complete (onsite hours only)	Per Hour \$ 370.00		\$ -	
				\$ -	
				\$ -	
Storm Line Cleaning (less than 25% full)				\$ -	
11	12" PIPE - Cleaning less than 25% full	LF \$ 5.00		\$ -	
12	15" PIPE - Cleaning less than 25% full	LF \$ 5.00		\$ -	
13	18" PIPE - Cleaning less than 25% full	LF \$ 7.00		\$ -	
14	21" PIPE - Cleaning less than 25% full	LF \$ 7.00		\$ -	
15	24" PIPE - Cleaning less than 25% full	LF \$ 8.00		\$ -	
16	30" PIPE - Cleaning less than 25% full	LF \$ 8.00		\$ -	
17	36" PIPE - Cleaning less than 25% full	LF \$ 9.00		\$ -	
18	42" PIPE - Cleaning less than 25% full	LF \$ 9.00		\$ -	
19	48" PIPE - Cleaning less than 25% full	LF \$ 10.00	120	\$ 1,200.00	
20	54" PIPE - Cleaning less than 25% full	LF \$ 12.00		\$ -	
21	60" PIPE - Cleaning less than 25% full	LF \$ 14.00		\$ -	
22	66" PIPE - Cleaning less than 25% full	LF \$ 16.00		\$ -	
23	72" PIPE - Cleaning less than 25% full	LF \$ 18.00		\$ -	
24	78" PIPE - Cleaning less than 25% full	LF \$ 19.00		\$ -	
25	84" PIPE - Cleaning less than 25% full	LF \$ 20.00		\$ -	
26	90" PIPE - Cleaning less than 25% full	LF \$ 22.00		\$ -	
27	96" PIPE - Cleaning less than 25% full	LF \$ 25.00		\$ -	
				\$ -	
				\$ -	
Internal Pipe Point Repairs (Including cutting, trimming, jacking,				\$ -	
128	18" Diameter	LF \$ 580.00		\$ -	
129	24" Diameter	LF \$ 525.00		\$ -	
130	30" Diameter	LF \$ 490.00		\$ -	
131	36" Diameter	LF \$ 450.00		\$ -	
132	42" Diameter	LF \$ 435.00		\$ -	
133	48" Diameter	LF \$ 399.00	20	\$ 7,980.00	
134	60" Diameter	LF \$ 384.00		\$ -	
135	72" Diameter	LF \$ 382.00		\$ -	
136	96" Diameter	LF \$ 399.00		\$ -	
				\$ -	
Grout Connection To Structure				\$ -	
218	12" Grout Each End to Structure	EA \$ 125.00		\$ -	
219	15" Grout Each End to Structure	EA \$ 160.00		\$ -	
220	18" Grout Each End to Structure	EA \$ 190.00		\$ -	
221	21" Grout Each End to Structure	EA \$ 190.00		\$ -	
222	24" Grout Each End to Structure	EA \$ 200.00		\$ -	
223	27" Grout Each End to Structure	EA \$ 220.00		\$ -	
224	30" Grout Each End to Structure	EA \$ 230.00		\$ -	
225	36" Grout Each End to Structure	EA \$ 250.00		\$ -	
226	42" Grout Each End to Structure	EA \$ 275.00		\$ -	
227	48" Grout Each End to Structure	EA \$ 300.00	2	\$ 600.00	
228	54" Grout Each End to Structure	EA \$ 400.00		\$ -	
229	60" Grout Each End to Structure	EA \$ 400.00		\$ -	
230	66" Grout Each End to Structure	EA \$ 500.00		\$ -	
231	72" Grout Each End to Structure	EA \$ 500.00		\$ -	
232	Grout all joint, cracks & holes, in structures, complete (structures 8'	EA \$ 700.00		\$ -	
233	Grout all joint, cracks & holes, in structures, complete (structures greater	EA \$ 1,450.00	2	\$ 2,900.00	
				\$ -	
LINING REQUIREMENTS				\$ -	
Cured In Place Pipe Liner (CIPP) - (12' or less in depth)				\$ -	

	Includes Pre and Post Television Inspections during lining				\$	-
234	12" PIPE - 6.0mm (.236")	LF	\$	80.00	\$	-
235	15" PIPE - 7.5mm (.295")	LF	\$	95.00	\$	-
236	18" PIPE - 9.0mm (.354")	LF	\$	115.00	\$	-
237	21" PIPE - 9.0mm (.354")	LF	\$	132.00	\$	-
238	24" PIPE - 11.0mm (.433")	LF	\$	157.00	\$	-
239	30" PIPE - 13.5mm (.532")	LF	\$	195.00	\$	-
240	36" PIPE - 16.5mm (.650")	LF	\$	242.00	\$	-
241	42" PIPE - 19.5mm (.768")	LF	\$	300.00	\$	-
242	48" PIPE - 22.5mm (.886")	LF	\$	368.00	120	\$ 44,160.00
243	54" PIPE - 25.5mm (1.004")	LF	\$	650.00		\$ -
	Inversion Setup				\$	-
268	Inversion Setup Charge 15"- 36" CIPP	EACH	\$	2,900.00		\$ -
269	Inversion Setup Charge 42"- 60" CIPP	EACH	\$	6,000.00	1	\$ 6,000.00
270	Inversion Setup Charge 66"- 96" CIPP	EACH	\$	15,000.00		\$ -
					\$	-
	Earthwork & Grading				\$	-
360	Tree Removal 6"-12"	EA	\$	950.00		\$ -
361	Tree Removal 13"-23"	EA	\$	1,700.00		\$ -
362	Tree Removal >23"	EA	\$	3,100.00		\$ -
363	Clear & Grubbing	SY	\$	14.00	50	\$ 700.00
364	Channel Excavation	CY	\$	24.00	50	\$ 1,200.00
365	Additional Excavation	CY	\$	20.00		\$ -
366	Haul-In Structural Fill Material	CY	\$	72.00		\$ -
367	Haul-Off Soil Material	CY	\$	80.00		\$ -
368	Finish Grading	SY	\$	10.00		\$ -
369	Trench Rock Excavation	CY	\$	320.00		\$ -
370	Debris Removal	CY	\$	75.00	20	\$ 1,500.00
					\$	-
	Erosion Control				\$	-
371	Stone Rip Rap Type I In Place	TON	\$	95.00		\$ -
372	Stone Rip Rap Type III In Place	TON	\$	95.00	20	\$ 1,900.00
373	Stone Grouted Rip Rap 12" Installed	SY	\$	98.00		\$ -
374	Install & Remove Type A Silt Fence	LF	\$	5.00		\$ -
375	Fleximat Ditch Lining	SY	\$	45.00		\$ -
376	Install & Remove Type C Silt Fence	LF	\$	6.00		\$ -
377	Install & Remove Type C Silt Fence - Alternative	LF	\$	6.00		\$ -
378	Inlet Sediment Traps - Silt Fence Sd2	EA	\$	244.00		\$ -
379	Rock Bags for curb inlet/CB sediment Protection	EA	\$	155.00		\$ -
380	Install & Remove Orange Tree Save Fence	LF	\$	8.00		\$ -
381	Gabion Structures (GDOT Section 626 & 809)	SF	\$	115.00		\$ -
382	Permanent Soil Reinf Mat Installed	SY	\$	11.00		\$ -
383	Organic Material Fiber Blanket Installed	SY	\$	8.00		\$ -
384	Seed & Straw (Permanent Grassing)	SY	\$	5.00		\$ -
385	Seed & Straw (Temporary Grassing)	SY	\$	4.00		\$ -
386	Sodding Complete-Fescue	SY	\$	20.00		\$ -
387	Sodding Complete-Bermuda	SY	\$	19.00		\$ -
388	Sodding Complete-Zoyzia	SY	\$	23.00		\$ -
389	Sodding Complete-Centipede	SY	\$	23.00		\$ -
390	Topsoil Compete	CY	\$	70.00		\$ -
391	Pine Straw	EA	\$	10.00	20	\$ 200.00
392	Straw Mulch	SY	\$	5.00		\$ -
					\$	-
	Miscellaneous Items				\$	-
406	Connect to Existing Structures	EA	\$	1,625.00		\$ -
407	Debris Removal, Tandem Dump Truck	Per Load	\$	667.00		\$ -
408	Removal of Existing Non Drainage Structure	EA	\$	2,498.00		\$ -
409	Removal of Existing Drainage Structure	EA	\$	2,200.00		\$ -
410	Remove Existing Pipe all Types and Sizes	LF	\$	70.00		\$ -
411	Saw Cut Existing Pavements	LF	\$	4.00		\$ -
412	Stone #57	TON	\$	84.00		\$ -
413	Surge Stone	TON	\$	87.00		\$ -
414	No. 3's and 4's Stone	TON	\$	87.00		\$ -
415	Roll-Off Dumpster	EA	\$	706.00		\$ -
416	Relocate Existing Residential Water Meter, Including Box	EA	\$	740.00		\$ -
417	Install Thermal Barrier to protect water service line or other utilities	SF	\$	9.00		\$ -
418	Bypass pumping setup-equipment and hose placement	EA	\$	950.00	1	\$ 950.00
419	4" Pumping Operation Time	HR	\$	83.00	10	\$ 830.00
					Sub Total	\$ 79,120.00
	***** END OF SPECIFICATIONS *****				15%	\$ 11,868.00
					Total	\$ 90,988.00



MEMO

To: Honorable Mayor and City Council Members
From: Beverly Hilton, Finance Director
CC: John McHenry, City Manager
Date: March 19, 2024
RE: Memo for February 2024 Interim Financials

Description for on the Agenda:

- February 2024 Interim Financial Statements

Recommendation:

Review Revenue and Expenditure Report for Period Ended February 29, 2024

Background:

Financial Statements are provided during the second meeting of the Mayor and Council of the City of Tucker. These are interim reports because the information is subject to change as revenues and invoices are received.

Summary:

The Revenue and Expenditure Reports for February 2024 represent 67% completion of Fiscal Year 2024.

General Fund – Revenue collections are within expectations. Business and Occupation Taxes have begun arriving for 2024. Those are due by April 15th. Interest earnings continue to be very favorable. Property Tax revenue for Parks and Rec and Public Works are both above 90% collected. Registration for Parks and Recreation Camps opened in February. Those collections are nearing 90% of the budgeted revenue. Summer Camp begins June 3rd. Program fees for leagues & tournaments are also a little above 90% of the budgeted revenue. Funds were received by the DDA from Tax Abatement applicants. These revenues will offset the cost of a feasibility study for the proposed program. Expenditures are within expectations with a few minor exceptions that are addressed in the March 2024 budget amendment and adjustments.

Grant Fund – Any irregular available balances will improve in the March financials after the budget amendment approved March 11th.

Hotel/Motel and Rental Car Excise Funds – Collections are slightly lower than 67% at this point in the year. Revenues will increase in May and June due to summer travel to compensate.

Capital Fund – Any irregular available balances will improve in the March financials after the budget amendment approved March 11th. Efforts are underway to consolidate projects where possible to simplify reports and better illustrate use of funds.

SPLOST 1 Fund-This fund will receive its last disbursement from Dekalb in April 2024. This will complete the 9 months of revenue budgeted in this fund this fiscal year. Current receipts are slightly above projected. A new fund will be created for SPLOST2 that passed in November 2023. The budget amendment to distribute funds on hand to eligible projects will be reflected in the March financials.

Financial Impact:

February Interim Statements accompany this memo. The February 2024 Financial Summary Power Point demonstrates the City's budget position for this month of the fiscal year with comparisons to the same period in previous years.

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 02/29/2024
% Fiscal Year Completed: 66.67
*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg'd Used
Fund: 100 GENERAL FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
100-0000-31.13100	MOTOR VEHICLE TAX	20,000.00	9,749.02	2,756.06	10,250.98	48.75
100-0000-31.13150	TITLE AD VALOREM TAX	1,100,000.00	788,426.70	107,787.40	311,573.30	71.68
100-0000-31.13400	INTANGIBLE TAXES	2,000.00	569.45	0.00	1,430.55	28.47
100-0000-31.16000	REAL ESTATE TRANSFER TAXES	1,000.00	191.65	0.00	808.35	19.17
100-0000-31.17100	FRANCHISE FEES-ELECTRIC	2,575,100.00	61,271.59	0.00	2,513,828.41	2.38
100-0000-31.17300	FRANCHISE FEES-NATURAL GAS	400,000.00	212,856.15	0.00	187,143.85	53.21
100-0000-31.17500	FRANCHISE FEES-TV CABLE	356,000.00	162,037.80	0.00	193,962.20	45.52
100-0000-31.17600	FRANCHISE FEES-TELEPHONE	50,000.00	16,665.84	0.00	33,334.16	33.33
100-0000-31.42000	BEER/WINE ALCOHOLIC BEVERAGE EXCISE	492,000.00	282,622.01	0.00	209,377.99	57.44
100-0000-31.42500	DISTILLED SPIRIT ALCOHOLIC BEV EXCIS	108,000.00	77,491.15	0.00	30,508.85	71.75
100-0000-31.43000	LOCAL OPTION MIXED DRINK	145,000.00	93,170.88	7,425.57	51,829.12	64.26
100-0000-31.61000	BUSINESS & OCCUPATION TAXES	4,100,000.00	1,339,184.28	779,645.26	2,760,815.72	32.66
100-0000-31.62000	INSURANCE PREMIUM TAX	3,292,911.00	3,291,910.20	0.00	1,000.80	99.97
100-0000-31.63000	FINANCIAL INSTITUTIONS TAXES	155,000.00	0.00	0.00	155,000.00	0.00
100-0000-31.90000	PENALTIES AND INTEREST	54,000.00	29,300.75	1,315.67	24,699.25	54.26
100-0000-32.11000	ALCOHOLIC BEVERAGE LICENSE	350,000.00	295,089.02	12,240.00	54,910.98	84.31
100-0000-32.12200	INSURANCE LICENSE	50,000.00	29,800.00	17,700.00	20,200.00	59.60
100-0000-34.11900	OTHER FEES	300.00	179.34	1.44	120.66	59.78
100-0000-34.19100	ELECTION QUALIFYING FEE	3,360.00	3,360.00	0.00	0.00	100.00
100-0000-34.32000	SPECIAL ASSESSMENT - STREETLIGHTS	218,500.00	406,493.41	32,128.20	(187,993.41)	186.04
100-0000-34.32001	SPECIAL ASSESSMENT - TRAFFIC CALMING	9,150.00	8,771.17	1,258.67	378.83	95.86
100-0000-34.93000	BAD CHECK FEES	500.00	80.00	0.00	420.00	16.00
100-0000-36.10000	INTEREST	900,000.00	759,324.34	152,743.23	140,675.66	84.37
100-0000-37.10000	CONTRIBUTIONS / DONATIONS	5,000.00	0.00	0.00	5,000.00	0.00
100-0000-38.90000	MISCELLANEOUS REVENUE	1,000.00	30,155.06	29,315.06	(29,155.06)	3,015.51
Total Dept 0000 - NON DEPARTMENTAL		14,388,821.00	7,898,699.81	1,144,316.56	6,490,121.19	54.89
Department: 1540 HUMAN RESOURCES						
100-1540-33.60000	LOCAL GOVERNMENT UNIT GRANT	2,500.00	1,250.00	0.00	1,250.00	50.00
Total Dept 1540 - HUMAN RESOURCES		2,500.00	1,250.00	0.00	1,250.00	50.00
Department: 1595 GENERAL OPERATIONS						
100-1595-37.10000	CONTRIBUTIONS / DONATIONS	0.00	1,000.00	0.00	(1,000.00)	100.00
Total Dept 1595 - GENERAL OPERATIONS		0.00	1,000.00	0.00	(1,000.00)	100.00
Department: 2650 MUNICIPAL COURT						
100-2650-35.10000	MUNICIPAL COURT	600,000.00	297,878.31	49,497.46	302,121.69	49.65
Total Dept 2650 - MUNICIPAL COURT		600,000.00	297,878.31	49,497.46	302,121.69	49.65
Department: 4100 PUBLIC WORKS ADMINISTRATION						
100-4100-31.11000	PROPERTY TAX	4,152,450.00	3,815,035.31	241,270.35	337,414.69	91.87
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		4,152,450.00	3,815,035.31	241,270.35	337,414.69	91.87
Department: 6210 PARKS & RECREATION						
100-6210-31.11000	MILLAGE FROM DEKALB	2,170,350.00	2,027,576.62	136,982.42	142,773.38	93.42
100-6210-31.91100	PENALTIES & INTEREST ON DELINQUENT T	25,000.00	24,195.55	2,484.79	804.45	96.78
100-6210-34.72001	CITY POOLS	62,500.00	25,103.00	0.00	37,397.00	40.16
100-6210-34.75000	PROGRAM FEES -- CAMP	152,600.00	133,460.52	94,860.00	19,139.48	87.46

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 02/29/2024
% Fiscal Year Completed: 66.67
*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Revenues						
Department: 6210 PARKS & RECREATION						
100-6210-34.75002	PROGRAM FEES - LEAGUES & TOURNAMENT	96,000.00	86,596.03	11,805.00	9,403.97	90.20
100-6210-34.75003	PROGRAM FEES -- OTHER	15,000.00	13,589.00	1,695.00	1,411.00	90.59
100-6210-34.75004	GYM MEMBERSHIPS	12,000.00	8,974.00	1,426.00	3,026.00	74.78
100-6210-34.75005	VENDING/CONCESSIONS	1,000.00	10.84	91.00	989.16	1.08
100-6210-37.10000	CONTRIBUTIONS / DONATIONS	0.00	5,000.00	0.00	(5,000.00)	100.00
100-6210-38.10000	RENTS & ROYALTIES	50,000.00	31,947.11	1,320.00	18,052.89	63.89
100-6210-38.10001	RENTS - FILM INDUSTRY	75,000.00	38,500.00	3,000.00	36,500.00	51.33
Total Dept 6210 - PARKS & RECREATION		2,659,450.00	2,394,952.67	253,664.21	264,497.33	90.05
Department: 6212 POOLS						
100-6212-34.75005	VENDING/CONCESSIONS	3,800.00	2,817.00	180.00	983.00	74.13
Total Dept 6212 - POOLS		3,800.00	2,817.00	180.00	983.00	74.13
Department: 7210 PROTECTIVE INSPECTIONS						
100-7210-32.22000	BUILDING PERMITS	1,000,000.00	523,014.03	50,373.79	476,985.97	52.30
100-7210-32.22100	DEVELOPMENT PERMITS	30,000.00	13,880.40	4,660.00	16,119.60	46.27
Total Dept 7210 - PROTECTIVE INSPECTIONS		1,030,000.00	536,894.43	55,033.79	493,105.57	52.13
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-37.10000	CONTRIBUTIONS / DONATIONS	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 7520 - ECONOMIC DEVELOPMENT		3,000.00	0.00	0.00	3,000.00	0.00
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
100-7550-37.10000	CONTRIBUTIONS / DONATIONS	0.00	10,000.00	10,000.00	(10,000.00)	100.00
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		0.00	10,000.00	10,000.00	(10,000.00)	100.00
Department: 9000 INTERFUND						
100-9000-39.12000	TRANSFER FROM HOTEL	438,000.00	236,115.56	27,947.87	201,884.44	53.91
100-9000-39.12200	TRANSFER FROM RENTAL CAR	70,800.00	34,403.07	0.00	36,396.93	48.59
100-9000-39.12700	TRANSFER FROM ARPA FUND	4,500,000.00	4,500,000.00	0.00	0.00	100.00
Total Dept 9000 - INTERFUND		5,008,800.00	4,770,518.63	27,947.87	238,281.37	95.24
Revenues		27,848,821.00	19,729,046.16	1,781,910.24	8,119,774.84	70.84
Account Category: Expenditures						
Department: 1110 CITY COUNCIL						
100-1110-51.11000	REGULAR SALARIES	104,002.00	64,000.47	7,999.98	40,001.53	61.54
100-1110-51.22000	FICA TAXES	4,113.00	2,630.60	316.28	1,482.40	63.96
100-1110-51.24000	EMPLOYER 401A 10% CONTRIBUTION	6,201.00	3,815.52	476.94	2,385.48	61.53
100-1110-51.27000	WORKERS COMP	285.00	0.00	0.00	285.00	0.00
100-1110-52.31000	GENERAL LIABILITY INSURANCE	20,000.00	18,232.00	0.00	1,768.00	91.16
100-1110-52.32000	CELL PHONES	6,000.00	2,029.78	0.00	3,970.22	33.83
100-1110-52.34000	PRINTING	0.00	181.93	0.00	(181.93)	100.00
100-1110-52.35000	TRAVEL EXPENSE	10,000.00	201.65	0.00	9,798.35	2.02
100-1110-52.37000	EDUCATION & TRAINING	10,000.00	1,245.00	0.00	8,755.00	12.45
100-1110-53.10000	OPERATING SUPPLIES - MAYOR	5,000.00	1,117.79	0.00	3,882.21	22.36
100-1110-53.10001	OPERATING SUPPLIES - DIST 1 POST 1	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10002	OPERATING SUPPLIES - DIST 1 POST 2	3,000.00	312.61	0.00	2,687.39	10.42
100-1110-53.10003	OPERATING SUPPLIES - DIST 2 POST 1	3,000.00	369.60	0.00	2,630.40	12.32

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1110 CITY COUNCIL						
100-1110-53.10004	OPERATING SUPPLIES - DIST 2 POST 2	3,000.00	247.41	0.00	2,752.59	8.25
100-1110-53.10005	OPERATING SUPPLIES - DIST 3 POST 1	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10006	OPERATING SUPPLIES - DIST 3 POST 2	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10007	OPERATING SUPPLIES	0.00	40.00	40.00	(40.00)	100.00
100-1110-53.17100	UNIFORMS	1,750.00	0.00	0.00	1,750.00	0.00
Total Dept 1110 - CITY COUNCIL		185,351.00	94,424.36	8,833.20	90,926.64	50.94
Department: 1320 CITY MANAGEMENT						
100-1320-51.11000	REGULAR SALARIES	429,853.00	245,340.27	32,789.91	184,512.73	57.08
100-1320-51.21000	GROUP HEALTH INSURANCE	48,858.00	32,073.78	4,021.32	16,784.22	65.65
100-1320-51.21003	LIFE INSURANCE	1,853.00	1,728.35	16.88	124.65	93.27
100-1320-51.21004	LONG TERM DISABILITY INSURANCE	3,633.00	628.47	160.97	3,004.53	17.30
100-1320-51.21005	SHORT TERM DISABILITY INSURANCE	973.00	1,181.82	103.83	(208.82)	121.46
100-1320-51.21006	EAP INSURANCE	7.00	4.42	0.63	2.58	63.14
100-1320-51.22000	FICA TAXES	5,975.00	3,577.00	475.47	2,398.00	59.87
100-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	42,985.00	24,534.24	3,279.02	18,450.76	57.08
100-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	17,200.00	9,813.72	1,311.60	7,386.28	57.06
100-1320-51.27000	WORKERS COMP	1,500.00	0.00	0.00	1,500.00	0.00
100-1320-52.12000	PROFESSIONAL SERVICES	32,000.00	6,471.36	0.00	25,528.64	20.22
100-1320-52.13000	OTHER SERVICES / TECHNICAL	25,000.00	33,445.77	10,610.65	(8,445.77)	133.78
100-1320-52.32000	CELL PHONES	1,100.00	414.60	0.00	685.40	37.69
100-1320-52.35000	TRAVEL EXPENSE	8,000.00	4,277.21	931.71	3,722.79	53.47
100-1320-52.36000	DUES & FEES	4,066.00	3,000.61	0.00	1,065.39	73.80
100-1320-52.37000	EDUCATION & TRAINING	7,500.00	2,149.95	0.00	5,350.05	28.67
100-1320-53.10000	OPERATING SUPPLIES	1,000.00	452.55	80.64	547.45	45.26
100-1320-53.17500	HOSPITALITY SUPPLIES	3,000.00	2,611.89	0.00	388.11	87.06
Total Dept 1320 - CITY MANAGEMENT		634,503.00	371,706.01	53,782.63	262,796.99	58.58
Department: 1330 CITY CLERK						
100-1330-51.11000	REGULAR SALARIES	165,770.00	102,011.68	12,751.46	63,758.32	61.54
100-1330-51.21000	GROUP HEALTH INSURANCE	24,826.00	17,855.19	2,461.94	6,970.81	71.92
100-1330-51.21003	LIFE INSURANCE	162.00	94.50	13.50	67.50	58.33
100-1330-51.21004	LONG TERM DISABILITY INSURANCE	1,686.00	264.76	67.82	1,421.24	15.70
100-1330-51.21005	SHORT TERM DISABILITY INSURANCE	778.00	694.14	72.53	83.86	89.22
100-1330-51.21006	EAP INSURANCE	3.00	3.50	0.50	(0.50)	116.67
100-1330-51.22000	FICA TAXES	2,405.00	1,479.17	184.89	925.83	61.50
100-1330-51.24000	EMPLOYER 401A 10% CONTRIBUTION	16,580.00	10,201.28	1,275.16	6,378.72	61.53
100-1330-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,635.00	4,080.48	510.06	2,554.52	61.50
100-1330-51.27000	WORKERS COMP	400.00	0.00	0.00	400.00	0.00
100-1330-52.11000	ELECTION SERVICES	71,000.00	0.00	0.00	71,000.00	0.00
100-1330-52.32000	CELL PHONES	1,000.00	464.60	0.00	535.40	46.46
100-1330-52.33000	ADVERTISING	10,000.00	2,007.63	605.00	7,992.37	20.08
100-1330-52.35000	TRAVEL EXPENSE	3,000.00	1,350.56	903.06	1,649.44	45.02
100-1330-52.36000	DUES & FEES	1,200.00	91.24	0.00	1,108.76	7.60
100-1330-52.37000	EDUCATION & TRAINING	3,000.00	2,000.00	0.00	1,000.00	66.67
100-1330-53.10000	OPERATING SUPPLIES	2,600.00	2,904.69	0.00	(304.69)	111.72
100-1330-53.13000	FOOD SUPPLIES	1,200.00	0.00	0.00	1,200.00	0.00

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1330 CITY CLERK						
100-1330-53.17100	UNIFORMS	200.00	0.00	0.00	200.00	0.00
100-1330-54.24000	COMPUTER/SOFTWARE	49,250.00	49,065.07	2,500.00	184.93	99.62
Total Dept 1330 - CITY CLERK		361,695.00	194,568.49	21,345.92	167,126.51	53.79
Department: 1500 FACILITIES & BUILDINGS						
100-1500-52.12000	PROFESSIONAL SERVICES	50,000.00	0.00	(11,380.00)	50,000.00	0.00
100-1500-52.13001	SECURITY SERVICES	65,000.00	38,245.00	11,516.00	26,755.00	58.84
100-1500-52.21300	JANITORIAL	2,280.00	1,520.00	190.00	760.00	66.67
100-1500-52.22000	REPAIRS & MAINTENANCE	20,000.00	8,261.44	288.40	11,738.56	41.31
100-1500-52.23100	BUILDING & OFFICE LEASES	456,442.00	345,685.56	34,662.46	110,756.44	75.73
100-1500-52.32100	INTERNET	25,200.00	17,608.98	2,129.38	7,591.02	69.88
100-1500-52.39000	OTHER PURCHASED SERVICES	3,360.00	215.85	0.00	3,144.15	6.42
100-1500-54.23000	FURNITURE AND FIXTURES	22,000.00	2,867.89	0.00	19,132.11	13.04
100-1500-54.25000	OTHER EQUIPMENT	56,500.00	12,500.00	0.00	44,000.00	22.12
Total Dept 1500 - FACILITIES & BUILDINGS		700,782.00	426,904.72	37,406.24	273,877.28	60.92
Department: 1510 FINANCE ADMINISTRATION						
100-1510-51.11000	REGULAR SALARIES	472,360.00	252,253.22	35,433.27	220,106.78	53.40
100-1510-51.13000	OVERTIME SALARIES	1,500.00	1,476.94	455.73	23.06	98.46
100-1510-51.21000	GROUP HEALTH INSURANCE	137,500.00	75,466.92	11,800.50	62,033.08	54.89
100-1510-51.21003	LIFE INSURANCE	486.00	249.75	40.50	236.25	51.39
100-1510-51.21004	LONG TERM DISABILITY INSURANCE	6,875.00	731.84	188.52	6,143.16	10.64
100-1510-51.21005	SHORT TERM DISABILITY INSURANCE	2,334.00	1,623.41	199.04	710.59	69.55
100-1510-51.21006	EAP INSURANCE	0.00	9.25	1.50	(9.25)	100.00
100-1510-51.22000	FICA TAXES	6,875.00	3,679.09	520.40	3,195.91	53.51
100-1510-51.24000	EMPLOYER 401A 10% CONTRIBUTION	47,390.00	25,225.55	3,543.35	22,164.45	53.23
100-1510-51.24001	457 (B) 4% MATCHING CONTRIBUTION	17,000.00	8,890.48	1,277.98	8,109.52	52.30
100-1510-51.27000	WORKERS COMP	1,000.00	0.00	0.00	1,000.00	0.00
100-1510-52.11000	AUDIT SERVICES	45,000.00	43,650.00	17,650.00	1,350.00	97.00
100-1510-52.12000	PROFESSIONAL SERVICES	35,000.00	29,935.72	865.00	5,064.28	85.53
100-1510-52.32000	CELL PHONES	1,100.00	618.83	0.00	481.17	56.26
100-1510-52.35000	TRAVEL EXPENSE	2,500.00	1,216.71	4.56	1,283.29	48.67
100-1510-52.36000	DUES & FEES	2,050.00	149.00	0.00	1,901.00	7.27
100-1510-52.37000	EDUCATION & TRAINING	3,850.00	1,550.00	0.00	2,300.00	40.26
100-1510-53.10000	OPERATING SUPPLIES	4,500.00	1,023.01	241.89	3,476.99	22.73
100-1510-53.13000	FOOD SUPPLIES	500.00	509.60	0.00	(9.60)	101.92
100-1510-53.17100	UNIFORMS	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 1510 - FINANCE ADMINISTRATION		788,820.00	448,259.32	72,222.24	340,560.68	56.83
Department: 1513 OPERATING CONTINGENCIES						
100-1513-57.90000	CONTINGENCIES	43,000.00	0.00	0.00	43,000.00	0.00
Total Dept 1513 - OPERATING CONTINGENCIES		43,000.00	0.00	0.00	43,000.00	0.00
Department: 1530 LEGAL SERVICES DEPARTMENT						
100-1530-52.12000	PROFESSIONAL SERVICES	160,300.00	45,775.00	5,825.00	114,525.00	28.56
100-1530-52.12200	ATTORNEY FEES / CITY ATTORNEY	264,224.00	118,001.39	16,571.39	146,222.61	44.66
100-1530-52.13100	CONTRACTUAL SERVICES	4,320.00	3,476.01	402.37	843.99	80.46
Total Dept 1530 - LEGAL SERVICES DEPARTMENT		428,844.00	167,252.40	22,798.76	261,591.60	39.00

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Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1535 IT/GIS						
100-1535-51.11000	REGULAR SALARIES	107,100.00	65,932.80	8,241.60	41,167.20	61.56
100-1535-51.21000	GROUP HEALTH INSURANCE	17,023.00	6,432.28	834.50	10,590.72	37.79
100-1535-51.21003	LIFE INSURANCE	100.00	47.25	6.75	52.75	47.25
100-1535-51.21004	LONG TERM DISABILITY INSURANCE	200.00	173.64	43.84	26.36	86.82
100-1535-51.21005	SHORT TERM DISABILITY INSURANCE	495.00	380.88	42.00	114.12	76.95
100-1535-51.21006	EAP INSURANCE	5.00	1.75	0.25	3.25	35.00
100-1535-51.22000	FICA TAXES	1,555.00	956.03	119.51	598.97	61.48
100-1535-51.24000	EMPLOYER 401A 10% CONTRIBUTION	10,710.00	6,593.28	824.16	4,116.72	61.56
100-1535-51.24001	457 (B) 4% MATCHING CONTRIBUTION	4,284.00	2,307.68	288.46	1,976.32	53.87
100-1535-52.12300	CONTRACTUAL SVCS INTERDEV	616,260.00	360,283.18	3,336.05	255,976.82	58.46
100-1535-52.22000	REPAIRS & MAINTENANCE	0.00	590.00	0.00	(590.00)	100.00
100-1535-53.10000	OPERATING SUPPLIES	500.00	252.00	80.64	248.00	50.40
100-1535-54.24000	COMPUTER/SOFTWARE	337,779.00	153,920.23	5,356.73	183,858.77	45.57
Total Dept 1535 - IT/GIS		1,096,011.00	597,871.00	19,174.49	498,140.00	54.55
Department: 1540 HUMAN RESOURCES						
100-1540-51.11000	REGULAR SALARIES	97,921.00	60,258.40	7,532.30	37,662.60	61.54
100-1540-51.21000	GROUP HEALTH INSURANCE	7,803.00	6,155.13	848.64	1,647.87	78.88
100-1540-51.21003	LIFE INSURANCE	81.00	47.25	6.75	33.75	58.33
100-1540-51.21004	LONG TERM DISABILITY INSURANCE	506.00	145.60	40.07	360.40	28.77
100-1540-51.21005	SHORT TERM DISABILITY INSURANCE	389.00	376.04	42.00	12.96	96.67
100-1540-51.21006	EAP INSURANCE	5.00	1.75	0.25	3.25	35.00
100-1540-51.22000	FICA TAXES	1,420.00	873.75	109.22	546.25	61.53
100-1540-51.24000	EMPLOYER 401A 10% CONTRIBUTION	9,795.00	6,025.92	753.24	3,769.08	61.52
100-1540-51.24001	457 (B) 4% MATCHING CONTRIBUTION	3,920.00	2,410.40	301.30	1,509.60	61.49
100-1540-51.25000	TUITION REIMBURSEMENTS	16,000.00	0.00	0.00	16,000.00	0.00
100-1540-51.29000	OTHER EMP BENEFITS	1,000.00	650.00	0.00	350.00	65.00
100-1540-52.12000	PROFESSIONAL SERVICES	8,000.00	0.00	0.00	8,000.00	0.00
100-1540-52.13000	OTHER SERVICES / TECHNICAL	5,000.00	0.00	0.00	5,000.00	0.00
100-1540-52.32000	CELL PHONES	550.00	226.81	0.00	323.19	41.24
100-1540-52.33000	ADVERTISING	5,000.00	1,029.00	0.00	3,971.00	20.58
100-1540-52.35000	TRAVEL EXPENSE	3,500.00	251.49	0.00	3,248.51	7.19
100-1540-52.36000	DUES & FEES	5,000.00	2,644.20	0.00	2,355.80	52.88
100-1540-52.37000	EDUCATION & TRAINING	3,500.00	1,535.00	0.00	1,965.00	43.86
100-1540-53.10000	OPERATING SUPPLIES	5,000.00	1,271.66	38.97	3,728.34	25.43
100-1540-53.11000	OFFICE SUPPLIES	445.00	71.73	55.69	373.27	16.12
100-1540-53.13000	FOOD SUPPLIES	4,000.00	2,832.28	0.00	1,167.72	70.81
Total Dept 1540 - HUMAN RESOURCES		178,835.00	86,806.41	9,728.43	92,028.59	48.54
Department: 1570 COMMUNICATIONS						
100-1570-52.12100	CONTRACTUAL SVCS -JACOBS	542,050.00	373,577.84	45,166.32	168,472.16	68.92
100-1570-52.32000	CELL PHONES	2,350.00	689.73	0.00	1,660.27	29.35
100-1570-52.32050	POSTAGE	35,000.00	3,591.44	0.00	31,408.56	10.26
100-1570-52.33000	ADVERTISING	12,000.00	6,355.00	0.00	5,645.00	52.96
100-1570-52.34000	PRINTING	60,000.00	16,051.00	0.00	43,949.00	26.75
100-1570-52.36000	DUES & FEES	2,000.00	122.55	(38.87)	1,877.45	6.13
100-1570-53.10000	OPERATING SUPPLIES	10,000.00	9,465.08	0.00	534.92	94.65

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Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1570 COMMUNICATIONS						
100-1570-53.17500	HOSPITALITY SUPPLIES	24,000.00	19,552.44	0.00	4,447.56	81.47
100-1570-54.24000	COMPUTER/SOFTWARE	21,000.00	12,330.00	0.00	8,670.00	58.71
Total Dept 1570 - COMMUNICATIONS		708,400.00	441,735.08	45,127.45	266,664.92	62.36
Department: 1595 GENERAL OPERATIONS						
100-1595-52.13000	OTHER SERVICES / TECHNICAL	2,900.00	6,880.50	129.80	(3,980.50)	237.26
100-1595-52.21400	LANDSCAPING	1,500.00	1,000.00	125.00	500.00	66.67
100-1595-52.22000	REPAIRS & MAINTENANCE	0.00	23.52	0.00	(23.52)	100.00
100-1595-52.22222	DUE FOR CITY OWNED PROPERTY	15,200.00	15,115.70	0.00	84.30	99.45
100-1595-52.23202	EQUIPMENT RENTAL	23,000.00	13,019.04	633.94	9,980.96	56.60
100-1595-52.31000	GENERAL LIABILITY INSURANCE	67,000.00	32,004.00	0.00	34,996.00	47.77
100-1595-52.32000	CELL PHONES	1,500.00	586.59	0.00	913.41	39.11
100-1595-52.32050	POSTAGE	15,000.00	8,945.92	0.00	6,054.08	59.64
100-1595-52.34000	PRINTING	16,000.00	4,886.40	0.00	11,113.60	30.54
100-1595-52.36000	DUES & FEES	40,000.00	12,645.38	6,621.23	27,354.62	31.61
100-1595-52.36100	SERVICE FEES - BANKING	54,300.00	33,079.63	4,552.44	21,220.37	60.92
100-1595-53.10000	OPERATING SUPPLIES	9,500.00	5,800.19	361.35	3,699.81	61.05
100-1595-53.11000	OFFICE SUPPLIES	12,000.00	1,841.45	260.88	10,158.55	15.35
100-1595-53.12700	GASOLINE/DIESEL	500.00	109.41	0.00	390.59	21.88
100-1595-53.13000	FOOD SUPPLIES	15,000.00	11,505.19	984.31	3,494.81	76.70
100-1595-53.17000	OTHER SUPPLIES	8,000.00	4,823.74	0.00	3,176.26	60.30
100-1595-54.25000	OTHER EQUIPMENT	2,000.00	2,734.57	389.00	(734.57)	136.73
Total Dept 1595 - GENERAL OPERATIONS		283,400.00	155,001.23	14,057.95	128,398.77	54.69
Department: 2650 MUNICIPAL COURT						
100-2650-51.11000	REGULAR SALARIES	203,520.00	122,596.64	15,997.79	80,923.36	60.24
100-2650-51.11111	PART-TIME SALARY (PERMANENT)	10,000.00	5,784.31	581.18	4,215.69	57.84
100-2650-51.13000	OVERTIME SALARIES	100.00	9.66	0.34	90.34	9.66
100-2650-51.21000	GROUP HEALTH INSURANCE	35,000.00	17,204.38	2,545.92	17,795.62	49.16
100-2650-51.21003	LIFE INSURANCE	243.00	24.15	20.25	218.85	9.94
100-2650-51.21004	LONG TERM DISABILITY INSURANCE	914.00	318.46	85.58	595.54	34.84
100-2650-51.21005	SHORT TERM DISABILITY INSURANCE	1,167.00	807.96	97.40	359.04	69.23
100-2650-51.21006	EAP INSURANCE	10.00	5.60	0.75	4.40	56.00
100-2650-51.22000	FICA TAXES	3,030.00	1,861.67	240.40	1,168.33	61.44
100-2650-51.24000	EMPLOYER 401A 10% CONTRIBUTION	20,900.00	12,838.16	1,657.90	8,061.84	61.43
100-2650-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,500.00	4,895.91	639.93	1,604.09	75.32
100-2650-52.12000	PROFESSIONAL SERVICES	154,740.00	42,856.55	5,396.94	111,883.45	27.70
100-2650-52.12200	ATTORNEY FEES/CITY ATTORNEY	104,640.00	48,851.07	17,317.00	55,788.93	46.68
100-2650-52.32000	CELL PHONES	984.00	581.81	0.00	402.19	59.13
100-2650-52.32050	POSTAGE	200.00	45.11	0.00	154.89	22.56
100-2650-52.35000	TRAVEL EXPENSE	8,200.00	3,952.85	0.00	4,247.15	48.21
100-2650-52.36000	DUES & FEES	2,000.00	776.03	0.00	1,223.97	38.80
100-2650-52.37000	EDUCATION & TRAINING	2,500.00	2,386.02	0.00	113.98	95.44
100-2650-53.10000	OPERATING SUPPLIES	25,000.00	4,362.84	2,159.31	20,637.16	17.45
100-2650-53.13000	FOOD SUPPLIES	10,800.00	5,302.80	0.00	5,497.20	49.10
100-2650-53.17100	UNIFORMS	1,000.00	0.00	0.00	1,000.00	0.00
100-2650-54.24000	COMPUTER/SOFTWARE	29,500.00	8,453.44	6.68	21,046.56	28.66

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 2650 MUNICIPAL COURT						
Total Dept 2650 - MUNICIPAL COURT						
		620,948.00	283,915.42	46,747.37	337,032.58	45.72
Department: 4100 PUBLIC WORKS ADMINISTRATION						
100-4100-52.12100	CONTRACTUAL SVCS -JACOBS	944,939.00	591,134.12	78,741.50	353,804.88	62.56
100-4100-52.12400	CONTRACTUAL SVCS- LOWE ENGINEERING	676,630.97	296,597.48	59,873.14	380,033.49	43.83
100-4100-52.22000	REPAIRS & MAINTENANCE	8,519.10	8,519.10	0.00	0.00	100.00
100-4100-52.32000	CELL PHONES	5,760.00	2,405.95	0.00	3,354.05	41.77
100-4100-52.32010	PHONES	5,000.00	0.00	0.00	5,000.00	0.00
100-4100-52.32100	INTERNET	2,400.00	317.73	0.00	2,082.27	13.24
100-4100-52.35000	TRAVEL EXPENSE	7,000.00	0.00	0.00	7,000.00	0.00
100-4100-52.37000	EDUCATION & TRAINING	10,000.00	0.00	0.00	10,000.00	0.00
100-4100-52.71300	LEASE PRINCIPLE PMTS	76,000.00	50,666.64	6,333.33	25,333.36	66.67
100-4100-53.10000	OPERATING SUPPLIES	5,000.00	2,649.05	0.00	2,350.95	52.98
100-4100-53.12200	NATURAL GAS	0.00	1,097.88	849.66	(1,097.88)	100.00
100-4100-53.16000	SMALL EQUIPMENT	5,000.00	480.39	0.00	4,519.61	9.61
100-4100-53.17100	UNIFORMS	1,000.00	182.46	0.00	817.54	18.25
100-4100-54.23000	FURNITURE AND FIXTURES	5,000.00	0.00	0.00	5,000.00	0.00
100-4100-54.24000	COMPUTER/SOFTWARE	111,625.00	59,550.50	350.00	52,074.50	53.35
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		1,863,874.07	1,013,601.30	146,147.63	850,272.77	54.38
Department: 4200 HIGHWAYS AND STREETS						
100-4200-52.13000	OTHER SERVICES / TECHNICAL	41,400.00	180.00	180.00	41,220.00	0.43
100-4200-52.22240	REPAIRS & MAINT - STREET MAINTENANCE	768,000.00	508,110.87	53,745.00	259,889.13	66.16
100-4200-53.10000	OPERATING SUPPLIES	235,000.00	117,073.99	28,392.21	117,926.01	49.82
Total Dept 4200 - HIGHWAYS AND STREETS		1,044,400.00	625,364.86	82,317.21	419,035.14	59.88
Department: 4226 RIGHT OF WAY MAINTENANCE						
100-4226-52.13000	OTHER SERVICES / TECHNICAL	200,000.00	48,780.00	7,440.00	151,220.00	24.39
100-4226-52.21400	LANDSCAPING	564,000.00	285,200.00	35,500.00	278,800.00	50.57
100-4226-53.10000	OPERATING SUPPLIES	125,000.00	1,236.48	1,236.48	123,763.52	0.99
Total Dept 4226 - RIGHT OF WAY MAINTENANCE		889,000.00	335,216.48	44,176.48	553,783.52	37.71
Department: 4260 STREET LIGHTING						
100-4260-53.12300	ELECTRICITY	14,500.00	13,350.43	3,137.55	1,149.57	92.07
Total Dept 4260 - STREET LIGHTING		14,500.00	13,350.43	3,137.55	1,149.57	92.07
Department: 6210 PARKS & RECREATION						
100-6210-51.11000	REGULAR SALARIES	700,260.00	423,513.27	54,321.57	276,746.73	60.48
100-6210-51.11111	PART-TIME SALARY (PERMANENT)	343,260.00	133,577.99	16,492.61	209,682.01	38.91
100-6210-51.12000	TEMPORARY SALARIES	232,488.00	87,210.75	0.00	145,277.25	37.51
100-6210-51.13000	OVERTIME SALARIES	1,000.00	519.28	43.19	480.72	51.93
100-6210-51.21000	GROUP HEALTH INSURANCE	168,500.00	94,175.50	13,551.70	74,324.50	55.89
100-6210-51.21003	LIFE INSURANCE	972.00	506.25	74.25	465.75	52.08
100-6210-51.21004	LONG TERM DISABILITY INSURANCE	2,336.00	1,126.26	288.87	1,209.74	48.21
100-6210-51.21005	SHORT TERM DISABILITY INSURANCE	4,668.00	2,925.28	322.86	1,742.72	62.67
100-6210-51.21006	EAP INSURANCE	100.00	77.50	11.40	22.50	77.50
100-6210-51.22000	FICA TAXES	32,885.00	14,756.90	1,027.40	18,128.10	44.87
100-6210-51.24000	EMPLOYER 401A 10% CONTRIBUTION	104,475.00	55,709.23	7,081.43	48,765.77	53.32
100-6210-51.24001	457 (B) 4% MATCHING CONTRIBUTION	27,930.00	14,205.54	1,781.00	13,724.46	50.86

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg'd Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
100-6210-51.27000	WORKERS COMP	12,000.00	0.00	0.00	12,000.00	0.00
100-6210-52.13010	OTHER/TECHNICAL SERVICES - PROGRAMS	1,000.00	595.00	0.00	405.00	59.50
100-6210-52.13020	OTHER/TECHNICAL SERVICES - ATHLETICS	25,000.00	18,491.00	2,172.00	6,509.00	73.96
100-6210-52.21300	JANITORIAL SERVICE	10,800.00	6,800.00	850.00	4,000.00	62.96
100-6210-52.21400	LANDSCAPING SERVICE	1,500.00	0.00	0.00	1,500.00	0.00
100-6210-52.22000	REPAIRS & MAINTENANCE	104,970.00	84,047.07	3,881.58	20,922.93	80.07
100-6210-52.22001	REPAIRS & MAINTENANCE - VEH	18,000.00	4,201.41	50.49	13,798.59	23.34
100-6210-52.23100	BUILDING & OFFICE LEASES	2,400.00	2,500.00	0.00	(100.00)	104.17
100-6210-52.23200	EQUIPMENT & VEHICLE RENTALS	1,000.00	0.00	0.00	1,000.00	0.00
100-6210-52.31000	GENERAL LIABILITY INSURANCE	25,000.00	19,704.00	0.00	5,296.00	78.82
100-6210-52.32000	CELL PHONES	5,000.00	3,148.44	0.00	1,851.56	62.97
100-6210-52.32050	POSTAGE	0.00	183.48	183.48	(183.48)	100.00
100-6210-52.32100	INTERNET	38,000.00	21,612.22	2,664.44	16,387.78	56.87
100-6210-52.33000	ADVERTISING	5,500.00	1,569.75	0.00	3,930.25	28.54
100-6210-52.34000	PRINTING	12,500.00	1,578.49	1,265.00	10,921.51	12.63
100-6210-52.35000	TRAVEL EXPENSE	15,000.00	2,908.79	0.00	12,091.21	19.39
100-6210-52.36000	DUES & FEES	2,000.00	2,202.95	1,600.00	(202.95)	110.15
100-6210-52.37000	EDUCATION & TRAINING	9,650.00	6,491.92	114.00	3,158.08	67.27
100-6210-53.10000	OPERATING SUPPLIES	40,000.00	20,405.77	174.13	19,594.23	51.01
100-6210-53.10010	OPERATING SUPPLIES - PROGRAMS	31,500.00	10,025.37	0.00	21,474.63	31.83
100-6210-53.10020	OPERATING SUPPLIES - ATHLETICS	36,000.00	31,060.84	2,674.04	4,939.16	86.28
100-6210-53.11000	OFFICE SUPPLIES	7,500.00	2,061.45	0.00	5,438.55	27.49
100-6210-53.12100	WATER/SEWER	3,500.00	111.53	0.00	3,388.47	3.19
100-6210-53.12200	NATURAL GAS	16,000.00	9,730.72	1,461.31	6,269.28	60.82
100-6210-53.12300	ELECTRICITY	84,000.00	47,556.64	4,423.11	36,443.36	56.62
100-6210-53.12400	BOTTLED GAS - PROPANE, ETC.	0.00	43.96	0.00	(43.96)	100.00
100-6210-53.12700	GASOLINE/DIESEL	7,000.00	3,481.78	0.00	3,518.22	49.74
100-6210-53.13000	FOOD SUPPLIES	9,000.00	6,742.58	0.00	2,257.42	74.92
100-6210-53.13010	FOOD SUPPLIES - PROGRAMS	3,500.00	1,052.02	0.00	2,447.98	30.06
100-6210-53.13020	FOOD SUPPLIES - ATHLETICS	3,500.00	309.33	0.00	3,190.67	8.84
100-6210-53.15000	SUPPLIES/INVENTORY PURCHASED FOR RES	5,000.00	550.50	0.00	4,449.50	11.01
100-6210-53.16000	SMALL EQUIPMENT	0.00	1,220.39	0.00	(1,220.39)	100.00
100-6210-53.17100	UNIFORMS	5,500.00	3,904.18	0.00	1,595.82	70.99
100-6210-53.23000	FURNITURE AND FIXTURES	7,500.00	0.00	0.00	7,500.00	0.00
100-6210-54.24000	COMPUTER/SOFTWARE	8,800.00	2,527.45	0.00	6,272.55	28.72
Total Dept 6210 - PARKS & RECREATION			1,145,122.78	116,509.86	1,031,371.22	52.61
Department: 6211 PARKS						
100-6211-52.13000	OTHER SERVICES / TECHNICAL	2,500.00	1,422.50	0.00	1,077.50	56.90
100-6211-52.13100	CONTRACTUAL SERVICES	5,500.00	2,681.20	0.00	2,818.80	48.75
100-6211-52.21100	SANITATION	20,000.00	11,574.75	700.00	8,425.25	57.87
100-6211-52.21400	LANDSCAPING	720,000.00	477,568.00	59,696.00	242,432.00	66.33
100-6211-52.22000	REPAIRS & MAINTENANCE	244,900.00	213,408.79	4,662.42	31,491.21	87.14
100-6211-52.23202	EQUIPMENT RENTAL	7,000.00	1,729.93	0.00	5,270.07	24.71
100-6211-52.31000	GENERAL LIABILITY INSURANCE	1,300.00	1,008.00	0.00	292.00	77.54
100-6211-52.39000-PR2113	OTHER PURCHASED SERVICES**DO NOT USE	0.00	2,500.00	0.00	(2,500.00)	100.00
100-6211-53.10000	OPERATING SUPPLIES	22,000.00	7,931.94	0.00	14,068.06	36.05

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Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 6211 PARKS						
100-6211-53.12100	WATER/SEWER	2,800.00	1,384.67	0.00	1,415.33	49.45
100-6211-53.12300	ELECTRICITY	115,000.00	86,742.98	7,343.65	28,257.02	75.43
Total Dept 6211 - PARKS		1,141,000.00	807,952.76	72,402.07	333,047.24	70.81
Department: 6212 POOLS						
100-6212-52.13000	OTHER SERVICES / TECHNICAL	2,500.00	0.00	0.00	2,500.00	0.00
100-6212-52.13100	CONTRACTUAL SERVICES	118,150.00	73,843.50	16,175.00	44,306.50	62.50
100-6212-52.22000	REPAIRS & MAINTENANCE	39,100.00	17,816.92	(1,086.88)	21,283.08	45.57
100-6212-52.31000	GENERAL LIABILITY INSURANCE	2,600.00	2,012.00	0.00	588.00	77.38
100-6212-52.32100	INTERNET	1,100.00	(215.38)	(215.38)	1,315.38	(19.58)
100-6212-53.10000	OPERATING SUPPLIES	30,000.00	1,902.99	0.00	28,097.01	6.34
100-6212-53.12300	ELECTRICITY	13,500.00	3,110.13	0.00	13,500.00	0.00
100-6212-53.15000	SUPPLIES/INVENTORY PURCHASED FOR RES	5,000.00	0.00	0.00	1,889.87	62.20
100-6212-54.23000	FURNITURE AND FIXTURES	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 6212 - POOLS		214,450.00	98,470.16	14,872.74	115,979.84	45.92
Department: 6213 SPECIAL EVENTS						
100-6213-52.13001	SECURITY SERVICES	0.00	6,300.00	0.00	(6,300.00)	100.00
100-6213-53.17200	OPERATING SUPPLIES-SPECIAL EVENTS	0.00	551.31	0.00	(551.31)	100.00
Total Dept 6213 - SPECIAL EVENTS		0.00	6,851.31	0.00	(6,851.31)	100.00
Department: 7000 COMMUNITY DEVELOPMENT						
100-7000-51.11000	REGULAR SALARIES	226,085.00	106,747.98	17,361.54	119,337.02	47.22
100-7000-51.21000	GROUP HEALTH INSURANCE	48,126.00	17,762.08	1,613.30	30,363.92	36.91
100-7000-51.21003	LIFE INSURANCE	162.00	67.50	13.50	94.50	41.67
100-7000-51.21004	LONG TERM DISABILITY INSURANCE	2,100.00	329.15	92.35	1,770.85	15.67
100-7000-51.21005	SHORT TERM DISABILITY INSURANCE	778.00	536.26	84.00	241.74	68.93
100-7000-51.21006	EAP INSURANCE	5.00	1.75	0.25	3.25	35.00
100-7000-51.22000	FICA TAXES	3,320.00	1,547.85	251.75	1,772.15	46.62
100-7000-51.24000	EMPLOYER 401A 10% CONTRIBUTION	22,900.00	10,674.86	1,736.16	12,225.14	46.62
100-7000-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,000.00	0.00	0.00	6,000.00	0.00
100-7000-52.13000	OTHER SERVICES / TECHNICAL	120,000.00	31,120.00	1,810.00	88,880.00	25.93
100-7000-52.22000	REPAIRS & MAINTENANCE	3,000.00	1,397.28	0.00	1,602.72	46.58
100-7000-52.32000	CELL PHONES	300.00	40.39	0.00	259.61	13.46
100-7000-52.32050	POSTAGE	2,000.00	694.14	0.00	1,305.86	34.71
100-7000-52.33000	ADVERTISING	2,500.00	870.00	180.00	1,630.00	34.80
100-7000-52.36000	DUES & FEES	1,000.00	357.15	0.00	642.85	35.72
100-7000-52.37000	EDUCATION & TRAINING	1,900.00	799.34	0.00	1,100.66	42.07
100-7000-53.10000	OPERATING SUPPLIES	3,000.00	3,149.44	0.00	(149.44)	104.98
100-7000-53.12700	GASOLINE/DIESEL	0.00	42.01	0.00	(42.01)	100.00
100-7000-53.13000	FOOD SUPPLIES	2,500.00	191.41	0.00	2,308.59	7.66
100-7000-53.17100	UNIFORMS	2,500.00	1,028.68	0.00	1,471.32	41.15
100-7000-54.24000	COMPUTER/SOFTWARE	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 7000 - COMMUNITY DEVELOPMENT		450,676.00	177,357.27	23,142.85	273,318.73	39.35
Department: 7210 PROTECTIVE INSPECTIONS						
100-7210-52.12100	CONTRACTUAL SVCS -JACOBS	609,403.00	412,048.32	50,781.38	197,354.68	67.62
100-7210-52.32000	CELL PHONES	4,800.00	2,942.49	0.00	1,857.51	61.30

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Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 7210 PROTECTIVE INSPECTIONS						
100-7210-53.10000	OPERATING SUPPLIES	500.00	999.76	0.00	(499.76)	199.95
Total Dept 7210 - PROTECTIVE INSPECTIONS		614,703.00	415,990.57	50,781.38	198,712.43	67.67
Department: 7410 PLANNING AND ZONING						
100-7410-52.12100	CONTRACTUAL SVCS -JACOBS	347,904.00	235,872.36	28,990.72	112,031.64	67.80
100-7410-52.13000	OTHER SERVICES / TECHNICAL	12,000.00	11,954.99	0.00	45.01	99.62
100-7410-52.32000	CELL PHONES	500.00	201.81	0.00	298.19	40.36
100-7410-53.17100	UNIFORMS	100.00	30.00	0.00	70.00	30.00
Total Dept 7410 - PLANNING AND ZONING		360,504.00	248,059.16	28,990.72	112,444.84	68.81
Department: 7420 CODE ENFORCEMENT						
100-7420-52.12100	CONTRACTUAL SVCS -JACOBS	403,116.00	284,100.58	33,591.56	119,015.42	70.48
Total Dept 7420 - CODE ENFORCEMENT		403,116.00	284,100.58	33,591.56	119,015.42	70.48
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-51.11000	REGULAR SALARIES	93,900.00	55,901.53	7,218.46	37,998.47	59.53
100-7520-51.21000	GROUP HEALTH INSURANCE	24,323.00	16,774.95	1,698.16	7,548.05	68.97
100-7520-51.21003	LIFE INSURANCE	81.00	47.25	6.75	33.75	58.33
100-7520-51.21004	LONG TERM DISABILITY INSURANCE	348.00	142.26	38.40	205.74	40.88
100-7520-51.21005	SHORT TERM DISABILITY INSURANCE	389.00	376.04	42.00	12.96	96.67
100-7520-51.21006	EAP INSURANCE	5.00	1.75	0.25	3.25	35.00
100-7520-51.22000	FICA TAXES	1,365.00	810.58	104.67	554.42	59.38
100-7520-51.24000	EMPLOYER 401A 10% CONTRIBUTION	9,385.00	5,590.11	721.84	3,794.89	59.56
100-7520-51.24001	457 (B) 4% MATCHING CONTRIBUTION	3,755.00	2,236.07	288.74	1,518.93	59.55
100-7520-51.27000	WORKERS COMP	300.00	0.00	0.00	300.00	0.00
100-7520-52.12100	CONTRACTUAL SVCS -JACOBS	106,253.00	72,270.78	8,854.02	33,982.22	68.02
100-7520-52.13000	OTHER SERVICES / TECHNICAL	33,500.00	367.74	0.00	33,132.26	1.10
100-7520-52.32000	CELL PHONES	1,020.00	403.62	0.00	616.38	39.57
100-7520-52.34000	PRINTING	8,500.00	0.00	0.00	8,500.00	0.00
100-7520-52.35000	TRAVEL EXPENSE	100.00	10.00	0.00	90.00	10.00
100-7520-52.36000	DUES & FEES	1,300.00	0.00	0.00	1,300.00	0.00
100-7520-52.37000	EDUCATION & TRAINING	2,000.00	1,580.00	0.00	420.00	79.00
100-7520-53.10000	OPERATING SUPPLIES	12,500.00	306.05	0.00	12,193.95	2.45
100-7520-53.13000	FOOD SUPPLIES	4,500.00	1,501.34	0.00	2,998.66	33.36
Total Dept 7520 - ECONOMIC DEVELOPMENT		303,524.00	158,320.07	18,973.29	145,203.93	52.16
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
100-7550-52.12000	PROFESSIONAL SERVICES	25,000.00	6,119.00	575.00	18,881.00	24.48
100-7550-52.13000	OTHER SERVICES / TECHNICAL	20,000.00	175.48	0.00	19,824.52	0.88
100-7550-52.32050	POSTAGE	0.00	68.20	68.20	(68.20)	100.00
100-7550-52.34005	PRINTING AND BINDING COMMUNITY PROJE	0.00	281.80	281.80	(281.80)	100.00
100-7550-52.37000	EDUCATION & TRAINING	5,000.00	146.20	0.00	4,853.80	2.92
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		50,000.00	6,790.68	925.00	43,209.32	13.58
Department: 9000 INTERFUND						
100-9000-61.30000	TRANSFER TO CAPITAL FUND	1,000,000.00	1,000,000.00	0.00	0.00	100.00
Total Dept 9000 - INTERFUND		1,000,000.00	1,000,000.00	0.00	0.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 02/29/2024
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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Fund 100 - GENERAL FUND:						
TOTAL REVENUES		27,848,821.00	19,729,046.16	1,781,910.24	8,119,774.84	
TOTAL EXPENDITURES		16,556,830.07	9,604,992.85	987,193.02	6,951,837.22	
NET OF REVENUES & EXPENDITURES:		11,291,990.93	10,124,053.31	794,717.22	1,167,937.62	
		16,556,830.07	9,604,992.85	987,193.02	6,951,837.22	58.01

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg't Used
Fund: 206 TREE FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
206-0000-37.10000 CONTRIBUTIONS / DONATIONS						
	Total Dept 0000 - NON DEPARTMENTAL	15,000.00	6,000.00	0.00	9,000.00	40.00
	Revenues	15,000.00	6,000.00	0.00	9,000.00	40.00
Account Category: Expenditures						
Department: 4100 PUBLIC WORKS ADMINISTRATION						
206-4100-54.12000 CAPITAL - SITE IMPROVEMENTS						
	Total Dept 4100 - PUBLIC WORKS ADMINISTRATION	100,000.00	0.00	0.00	100,000.00	0.00
	Expenditures	100,000.00	0.00	0.00	100,000.00	0.00
Fund 206 - TREE FUND:						
	TOTAL REVENUES	15,000.00	6,000.00	0.00	9,000.00	
	TOTAL EXPENDITURES	100,000.00	0.00	0.00	100,000.00	
	NET OF REVENUES & EXPENDITURES:	(85,000.00)	6,000.00	0.00	(91,000.00)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg't Used
Fund: 220 GRANT FUND						
Account Category: Revenues						
Department: 6211 PARKS						
220-6211-33.43100 DIRECT STATE CAPITAL GRANT-JHP-GOSP						
Total Dept 6211 - PARKS		0.00	24,900.00	0.00	(24,900.00)	100.00
Revenues		0.00	24,900.00	0.00	(24,900.00)	100.00
Account Category: Expenditures						
Department: 6211 PARKS						
220-6211-52.39000 OTHER PURCHASED SERVICES						
Total Dept 6211 - PARKS		0.00	38,200.00	0.00	(38,200.00)	100.00
Expenditures		0.00	38,200.00	0.00	(38,200.00)	100.00
Fund 220 - GRANT FUND:						
TOTAL REVENUES		0.00	24,900.00	0.00	(24,900.00)	
TOTAL EXPENDITURES		0.00	38,200.00	0.00	(38,200.00)	
NET OF REVENUES & EXPENDITURES:		0.00	(13,300.00)	0.00	13,300.00	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg't Used
Fund: 230 AMERICAN RESCUE PLAN ACT OF 2021						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
230-0000-33.21000 AMERICAN RESCUE PLAN ACT OF 2021						
Total Dept 0000 - NON DEPARTMENTAL		6,500,000.00	0.00	0.00	6,500,000.00	0.00
Revenues		6,500,000.00	0.00	0.00	6,500,000.00	0.00
Account Category: Expenditures						
Department: 1320 CITY MANAGEMENT						
230-1320-51.11000 REGULAR SALARIES		41,000.00	23,604.37	1,573.63	17,395.63	57.57
230-1320-51.21000 GROUP HEALTH INSURANCE		8,512.00	2,710.84	208.62	5,801.16	31.85
230-1320-51.21003 LIFE INSURANCE		41.00	23.58	3.37	17.42	57.51
230-1320-51.21004 LONG TERM DISABILITY INSURANCE		0.00	65.31	16.73	(65.31)	100.00
230-1320-51.21005 SHORT TERM DISABILITY INSURANCE		195.00	181.75	19.82	13.25	93.21
230-1320-51.21006 EAP INSURANCE		0.00	0.83	0.12	(0.83)	100.00
230-1320-51.22000 FICA TAXES		300.00	342.23	22.82	(42.23)	114.08
230-1320-51.24000 EMPLOYER 401A 10% CONTRIBUTION		4,100.00	2,360.43	157.36	1,739.57	57.57
230-1320-51.24001 457 (B) 4% MATCHING CONTRIBUTION		1,640.00	944.08	62.94	695.92	57.57
Total Dept 1320 - CITY MANAGEMENT		55,788.00	30,233.42	2,065.41	25,554.58	54.19
Department: 4910 STORMWATER						
230-4910-54.12000 CAPITAL - SITE IMPROVEMENTS		0.00	52,040.83	0.00	(52,040.83)	100.00
Total Dept 4910 - STORMWATER		0.00	52,040.83	0.00	(52,040.83)	100.00
Department: 9000 INTERFUND						
230-9000-61.10000 TRANSFER TO GENERAL FUND		4,500,000.00	4,500,000.00	0.00	0.00	100.00
Total Dept 9000 - INTERFUND		4,500,000.00	4,500,000.00	0.00	0.00	100.00
Expenditures		4,555,788.00	4,582,274.25	2,065.41	(26,486.25)	100.58
Fund 230 - AMERICAN RESCUE PLAN ACT OF 2021:						
TOTAL REVENUES		6,500,000.00	0.00	0.00	6,500,000.00	
TOTAL EXPENDITURES		4,555,788.00	4,582,274.25	2,065.41	(26,486.25)	
NET OF REVENUES & EXPENDITURES:		1,944,212.00	(4,582,274.25)	(2,065.41)	6,526,486.25	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg't Used
Fund: 275 HOTEL/MOTEL						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
275-0000-31.41000	HOTEL/MOTEL EXCISE TAX	1,330,000.00	559,062.70	4,414.98	770,937.30	42.03
275-0000-31.90000	PENALTIES AND INTEREST	0.00	466.11	0.00	(466.11)	100.00
Total Dept 0000 - NON DEPARTMENTAL		1,330,000.00	559,528.81	4,414.98	770,471.19	42.07
Revenues		1,330,000.00	559,528.81	4,414.98	770,471.19	42.07
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
275-6210-61.30000	TRANSFER TO CAPITAL FUND	249,375.00	118,057.78	13,973.93	131,317.22	47.34
Total Dept 6210 - PARKS & RECREATION		249,375.00	118,057.78	13,973.93	131,317.22	47.34
Department: 7520 ECONOMIC DEVELOPMENT						
275-7520-57.20000	DISCOVER DEKALB	581,875.00	242,862.30	0.00	339,012.70	41.74
275-7520-61.10000	TRANSFER TO GENERAL FUND	498,750.00	236,115.56	27,947.87	262,634.44	47.34
Total Dept 7520 - ECONOMIC DEVELOPMENT		1,080,625.00	478,977.86	27,947.87	601,647.14	44.32
Expenditures		1,330,000.00	597,035.64	41,921.80	732,964.36	44.89
Fund 275 - HOTEL/MOTEL:						
TOTAL REVENUES		1,330,000.00	559,528.81	4,414.98	770,471.19	
TOTAL EXPENDITURES		1,330,000.00	597,035.64	41,921.80	732,964.36	
NET OF REVENUES & EXPENDITURES:		0.00	(37,506.83)	(37,506.82)	37,506.83	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdgt Used
Fund: 280 RENTAL MOTOR VEHICLE FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
280-0000-31.44000	RENTAL CAR EXCISE TAX	64,800.00	34,671.11	0.00	30,128.89	53.50
	Total Dept 0000 - NON DEPARTMENTAL	64,800.00	34,671.11	0.00	30,128.89	53.50
	Revenues	64,800.00	34,671.11	0.00	30,128.89	53.50
Account Category: Expenditures						
Department: 7540 ECONOMIC DEV						
280-7540-61.10000	TRANSFER TO GENERAL FUND	64,800.00	34,403.07	0.00	30,396.93	53.09
	Total Dept 7540 - ECONOMIC DEV	64,800.00	34,403.07	0.00	30,396.93	53.09
	Expenditures	64,800.00	34,403.07	0.00	30,396.93	53.09
Fund 280 - RENTAL MOTOR VEHICLE FUND:						
	TOTAL REVENUES	64,800.00	34,671.11	0.00	30,128.89	
	TOTAL EXPENDITURES	64,800.00	34,403.07	0.00	30,396.93	
	NET OF REVENUES & EXPENDITURES:	0.00	268.04	0.00	(268.04)	

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GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdgt Used
Fund: 300 CAPITAL						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
300-0000-33.43000	STATE GRANTS CAPITAL PROJECTS					
Total Dept 0000 - NON DEPARTMENTAL		405,000.00	432,991.74	0.00	(27,991.74)	106.91
		405,000.00	432,991.74	0.00	(27,991.74)	106.91
Department: 4100 PUBLIC WORKS ADMINISTRATION						
300-4100-37.10000	CONTRIBUTIONS / DONATIONS	0.00	436,827.11	0.00	(436,827.11)	100.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		0.00	436,827.11	0.00	(436,827.11)	100.00
Department: 9000 INTERFUND						
300-9000-39.12000	TRANSFER FROM HOTEL	249,375.00	118,057.78	13,973.93	131,317.22	47.34
300-9000-39.30000	TRANSFER FROM GENERAL FUND	1,000,000.00	1,000,000.00	0.00	0.00	100.00
Total Dept 9000 - INTERFUND		1,249,375.00	1,118,057.78	13,973.93	131,317.22	89.49
Revenues		1,654,375.00	1,987,876.63	13,973.93	(333,501.63)	120.16
Account Category: Expenditures						
Department: 1320 CITY MANAGEMENT						
300-1320-54.11000-CM2303	LAND FOR GATEWAY SIGN	400,000.00	0.00	0.00	400,000.00	0.00
300-1320-54.11000-CM2401	REAL ESTATE DEVELOPMENT FY24	1,000,000.00	500,000.00	500,000.00	500,000.00	50.00
300-1320-54.12000-CM2403	CITYWIDE BEAUTIFICATION PROJECTS FY2	1,000,000.00	107,974.74	107,974.74	892,025.26	10.80
300-1320-54.13000-CM2402	CITY HALL BUILDING FY24	5,000,000.00	0.00	0.00	5,000,000.00	0.00
Total Dept 1320 - CITY MANAGEMENT		7,400,000.00	607,974.74	607,974.74	6,792,025.26	8.22
Department: 1330 CITY CLERK						
300-1330-54.24000-CC2302	JUSTFOIA LINK TO LASERFICHE	5,418.49	0.00	0.00	5,418.49	0.00
Total Dept 1330 - CITY CLERK		5,418.49	0.00	0.00	5,418.49	0.00
Department: 1513 OPERATING CONTINGENCIES						
300-1513-57.90000-OC2001	CONTINGENCIES	107,337.15	68,180.15	0.00	39,157.00	63.52
Total Dept 1513 - OPERATING CONTINGENCIES		107,337.15	68,180.15	0.00	39,157.00	63.52
Department: 1535 IT/GIS						
300-1535-54.24000-IT2101	COMPUTER REPLACEMENT	0.00	2,948.00	0.00	(2,948.00)	100.00
Total Dept 1535 - IT/GIS		0.00	2,948.00	0.00	(2,948.00)	100.00
Department: 1570 COMMUNICATIONS						
300-1570-52.12000-CO2201	WEBSITE REDESIGN FY22	20,700.00	13,200.00	0.00	7,500.00	63.77
300-1570-52.12000-CO2401	COMMUNICATIONS STRATEGIC PLAN FY24	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 1570 - COMMUNICATIONS		70,700.00	13,200.00	0.00	57,500.00	18.67
Department: 1595 GENERAL OPERATIONS						
300-1595-54.12000-CM2404	CITY HALL FLOOR PLAN UPDATE FY24	300,000.00	10,325.00	0.00	289,675.00	3.44
Total Dept 1595 - GENERAL OPERATIONS		300,000.00	10,325.00	0.00	289,675.00	3.44
Department: 2650 MUNICIPAL COURT						
300-2650-54.23000-CT2202	FINGERRINT MACHINE FY22	27,000.00	0.00	0.00	27,000.00	0.00
300-2650-54.24000-CT2101	E TICKET SOFTWARE	38,000.00	0.00	0.00	38,000.00	0.00
Total Dept 2650 - MUNICIPAL COURT		65,000.00	0.00	0.00	65,000.00	0.00
Department: 4100 PUBLIC WORKS ADMINISTRATION						
300-4100-52.12000-CE2207	ENGINEERING DESIGN SERVICES FY22	20,000.00	0.00	0.00	20,000.00	0.00

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Fund: 300 CAPITAL						
Account Category: Expenditures						
Department: 4100 PUBLIC WORKS ADMINISTRATION						
300-4100-52.12000-CE2210	SAFETY STUDY HUGH HOWELL RD FY22	100,000.00	0.00	0.00	100,000.00	0.00
300-4100-52.12000-CE2403	PROGRAM MANAGEMENT-CAPITAL FY24	250,000.00	120,258.46	0.00	129,741.54	48.10
300-4100-54.12000-CE2104	LAWRENCEVILLE HWY@I-285 LANDSCAPE	100,000.00	0.00	0.00	100,000.00	0.00
300-4100-54.12000-CE2208	FELLOWSHIP@IDLEWOOD FY22	100,000.00	36,480.00	0.00	63,520.00	36.48
300-4100-54.14000	INFRASTRUCTURE ROADS	0.00	40,770.00	0.00	(40,770.00)	100.00
300-4100-54.14000-CE2203	MARTA BUS PADS FY22	5,713.50	5,713.50	0.00	0.00	100.00
300-4100-54.14000-CE2304	JULIETTE ROAD STREET PROJECT	1,651,703.25	133,992.00	0.00	1,517,711.25	8.11
300-4100-54.14000-CE2305	MARTA BUS STOPS FY23	89,086.50	89,086.50	0.00	0.00	100.00
300-4100-54.14000-CE2306	RADAR SPEED LIMIT SIGNS	14,700.00	1,166.67	0.00	13,533.33	7.94
300-4100-54.14000-CE2307	TRAIL PROJECTS FY23	901,348.32	8,122.53	0.00	893,225.79	0.90
300-4100-54.14000-CE2310	ENGINEERING DESIGN STUDIES FY23	44,806.25	2,100.00	0.00	42,706.25	4.69
300-4100-54.14000-CE2311	NORTH / SOUTH CONNECTIVITY STUDY	123,149.44	8,557.50	0.00	114,591.94	6.95
300-4100-54.14000-CE2401	RESURFACING-CAPITAL FY24	2,217,556.05	935,865.43	0.00	1,281,690.62	42.20
300-4100-54.14000-CE2402	RESURFACING - LMIG FY24	432,991.74	432,991.74	0.00	0.00	100.00
300-4100-54.14000-CE2404	TUCKER SUMMIT CID ST LIGHTING FY24	225,000.00	0.00	0.00	225,000.00	0.00
300-4100-54.14000-CE2406	NORTH/SOUTH CONNECTIVITY IMPROVEMENT	1,000,000.00	33,034.70	0.00	966,965.30	3.30
300-4100-54.14000-CE2407	RICHARDSON STREET IMPROVEMENTS	200,000.00	0.00	0.00	200,000.00	0.00
300-4100-54.14000-CE2408	MIB INTERSECTION IMPROVEMENTS FY24	250,000.00	0.00	0.00	250,000.00	0.00
300-4100-57.90000-CE0000	CE CONTINGENCIES	311,684.68	0.00	0.00	311,684.68	0.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		8,037,739.73	1,848,139.03	0.00	6,189,600.70	22.99
Department: 4224 SIDEWALKS						
300-4224-54.14000-CE2108	SIDEWALKS	9,137.50	0.00	0.00	9,137.50	0.00
300-4224-54.14000-CE2205	SIDEWALKS FY22	24,344.95	0.00	0.00	24,344.95	0.00
300-4224-54.14000-CE2308	TRAIL LIGHTING	30,087.00	0.00	0.00	30,087.00	0.00
300-4224-54.14000-CE2405	SIDEWALK/TRAILS CAPITAL FY24	2,000,000.00	0.00	0.00	2,000,000.00	0.00
Total Dept 4224 - SIDEWALKS		2,063,569.45	0.00	0.00	2,063,569.45	0.00
Department: 6210 PARKS & RECREATION						
300-6210-52.12000-PR2302	PARKS AND RECREATION STUDY FY23	50,000.00	48,580.00	0.00	1,420.00	97.16
300-6210-52.12000-PR2303	PROJECT MANAGEMENT - PARK CONSTRUCTI	61,005.00	27,797.21	0.00	33,207.79	45.57
300-6210-52.12000-PR2306	ENGINEERING SERVICES - PARK CONSTRUC	134,460.00	55,997.50	9,505.00	78,462.50	41.65
300-6210-52.12000-PR2308	PARK CONSTRUCTION PLANNING	37,555.11	16,930.49	0.00	20,624.62	45.08
300-6210-54.12000-PR2007	DOG PARK MONTREAL	46,805.00	36,199.63	(0.50)	10,605.37	77.34
300-6210-54.12000-PR2010	PARK IMPROVEMENTS	259,233.00	0.00	0.00	259,233.00	0.00
300-6210-54.12000-PR2301	PARKING LOT/DRIVES-PARKS	50,000.00	24,550.00	0.00	25,450.00	49.10
300-6210-54.12000-PR2304	TRC ACTIVITY CENTER	53,298.92	15,510.92	0.00	37,788.00	29.10
300-6210-54.12000-PR2305	FITZGERALD PARK IMPROVEMENTS	1,722,627.58	122,820.61	0.00	1,599,806.97	7.13
300-6210-54.12000-PR2309	PARK FURNISHINGS	58,455.72	0.00	0.00	58,455.72	0.00
300-6210-54.12000-PR2310	PARK IMPROVEMENTS-LORD PARK DISC GOL	50,000.00	0.00	0.00	50,000.00	0.00
300-6210-54.12000-PR2401	TRC PARKING AND PICKLEBALL COURTS FY	1,250,000.00	0.00	0.00	1,250,000.00	0.00
300-6210-54.13000-PR2307	MAINTENANCE FACILITY - FITZGERALD	97,352.35	13,866.68	13,866.68	83,485.67	14.24
300-6210-54.20000-PR2012	PORTABLE GYMNASICS	12,926.43	13,293.05	0.00	(366.62)	102.84
Total Dept 6210 - PARKS & RECREATION		3,883,719.11	375,546.09	23,371.18	3,508,173.02	9.67
Department: 6211 PARKS						
300-6211-52.12000-PR2104	PARKS & REC STUDIES	14,975.00	14,975.00	0.00	0.00	100.00
300-6211-52.12000-PR2106	PARK MASTER PLAN STUDIES	81,420.00	79,510.79	22,100.00	1,909.21	97.66

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Fund: 300 CAPITAL						
Account Category: Expenditures						
Department: 6211 PARKS						
300-6211-52.39000-PR2113	RECREATION PROJECTS TOURISM**DO NOT TRAILS	2.67	57,881.15	440.00	(57,878.48)	2,167,833.33
300-6211-54.12000-PR2109	HM TPD - P&R SITE IMPROVEMENTS	3,770.03	3,770.03	0.00	0.00	100.00
300-6211-54.12000-PR2113	J. HOMESTEAD PROJECT	46,183.92	80,703.08	0.00	(34,519.16)	174.74
300-6211-54.12000-PR2116	FITZGERALD PARK IMPROVEMENTS FY22	49,900.48	8,500.00	3,100.00	41,400.48	17.03
300-6211-54.12000-PR2201	SPORTS FIELD LIGHTING FY22	574,005.48	56,738.34	0.00	517,267.14	9.88
300-6211-54.12000-PR2204	TENNIS COURT IMPROVEMENTS FY22	90,500.00	0.00	0.00	90,500.00	0.00
300-6211-54.12000-PR2205	TRAIL IMPROVEMENTS FY22	90,000.00	11,245.17	11,245.17	78,754.83	12.49
300-6211-54.12000-PR2206	COFER TRAIL PARK FY22	159,685.33	0.00	0.00	159,685.33	0.00
300-6211-54.12000-PR2207	TUCKER TOWN GREEN	127,836.84	0.00	0.00	127,836.84	0.00
300-6211-54.12000-PR2313		574,218.35	447,050.00	0.00	127,168.35	77.85
Total Dept 6211 - PARKS		1,812,498.10	760,373.56	36,885.17	1,052,124.54	41.95
Department: 7000 COMMUNITY DEVELOPMENT						
300-7000-52.12000-CD2402	CITYWIDE SIGNAGE STUDY FY24	75,000.00	0.00	0.00	75,000.00	0.00
300-7000-54.12000-CD2401	FORMER MONTREAL ROW BEAUTIFICATION F	35,000.00	0.00	0.00	35,000.00	0.00
300-7000-54.12000-CD2403	CITYWIDE SIGNAGE FY24	250,000.00	0.00	0.00	250,000.00	0.00
300-7000-54.22000-CD2404	VEHICLES	50,000.00	40,840.00	0.00	9,160.00	81.68
Total Dept 7000 - COMMUNITY DEVELOPMENT		410,000.00	40,840.00	0.00	369,160.00	9.96
Department: 7210 PROTECTIVE INSPECTIONS						
300-7210-52.12000-CD2113	SCANNING PROJECT	24,080.00	0.00	0.00	24,080.00	0.00
300-7210-52.13000-CD2301	JULIETTE ROAD / RICHARDSON STREET	96,600.00	0.00	0.00	96,600.00	0.00
300-7210-52.13000-CD2302	LAWRENCEVILLE HIGHWAY STUDY	26,861.40	28,493.40	0.00	(1,632.00)	106.08
300-7210-52.13000-CD2303	TUCKER COMPREHENSIVE HOUSING STUDY	52,410.00	27,110.00	0.00	25,300.00	51.73
Total Dept 7210 - PROTECTIVE INSPECTIONS		199,951.40	55,603.40	0.00	144,348.00	27.81
Department: 7520 ECONOMIC DEVELOPMENT						
300-7520-52.12000-ED2001	NORTHLAKE MASTER PLAN	163,968.59	0.00	0.00	163,968.59	0.00
300-7520-54.11000-CM2304	SITE FOR DOWNTOWN TRASH FACILITY	25,000.00	0.00	0.00	25,000.00	0.00
300-7520-54.11000-ED2402	TRASH FACILITY #2 SITE FY24	150,000.00	0.00	0.00	150,000.00	0.00
300-7520-54.12000-ED2401	ADDITIONAL PARKING DTOWN TUCKER FY24	325,000.00	0.00	0.00	325,000.00	0.00
300-7520-54.13000-CM2305	DOWNTOWN TRASH FACILITY	228,935.00	5,957.90	0.00	222,977.10	2.60
Total Dept 7520 - ECONOMIC DEVELOPMENT		892,903.59	5,957.90	0.00	886,945.69	0.67
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
300-7550-52.12000-ED2001	NORTHLAKE MASTER PLAN	150,000.10	0.00	0.00	150,000.10	0.00
300-7550-57.30000-DD2401	DOWNTOWN TUCKER FACADE GRANT FY24	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		200,000.10	0.00	0.00	200,000.10	0.00
Expenditures		25,448,837.12	3,789,087.87	668,231.09	21,659,749.25	14.89
Fund 300 - CAPITAL:						
TOTAL REVENUES		1,654,375.00	1,987,876.63	13,973.93	(333,501.63)	
TOTAL EXPENDITURES		25,448,837.12	3,789,087.87	668,231.09	21,659,749.25	
NET OF REVENUES & EXPENDITURES:		(23,794,462.12)	(1,801,211.24)	(654,257.16)	(21,993,250.88)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 02/29/2024
% Fiscal Year Completed: 66.67
*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdgt Used
Fund: 320 SPLOST I - 2017						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
320-0000-31.32000	SPLOST - ROADS & DRAINAGE	3,150,000.00	2,514,634.39	324,866.50	635,365.61	79.83
320-0000-31.32001	SPLOST - SIDEWALKS & TRAILS	981,000.00	773,733.65	99,958.92	207,266.35	78.87
320-0000-31.32003	SPLOST - SITE IMPROVEMENTS PARKS	1,138,000.00	580,300.25	74,969.19	557,699.75	50.99
320-0000-36.10000	INTEREST	0.00	300,529.94	0.00	(300,529.94)	100.00
Total Dept 0000 - NON DEPARTMENTAL		5,269,000.00	4,169,198.23	499,794.61	1,099,801.77	79.13
Department: 4100 PUBLIC WORKS ADMINISTRATION						
320-4100-37.10000	CONTRIBUTIONS / DONATIONS	0.00	50,000.00	0.00	(50,000.00)	100.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		0.00	50,000.00	0.00	(50,000.00)	100.00
Department: 4200 HIGHWAYS AND STREETS						
320-4200-37.10000	CONTRIBUTIONS / DONATIONS	0.00	20,926.31	9,604.43	(20,926.31)	100.00
Total Dept 4200 - HIGHWAYS AND STREETS		0.00	20,926.31	9,604.43	(20,926.31)	100.00
Department: 4224 SIDEWALKS						
320-4224-33.43100	DIRECT STATE CAP GRANT-TKR NLAKE	0.00	250,649.10	9,353.09	(250,649.10)	100.00
Total Dept 4224 - SIDEWALKS		0.00	250,649.10	9,353.09	(250,649.10)	100.00
Total Revenues		5,269,000.00	4,490,773.64	518,752.13	778,226.36	85.23
Account Category: Expenditures						
Department: 1320 CITY MANAGEMENT						
320-1320-54.13000-SP2407	TUCKER FIRE STATION CONTRIBUTION FY2	200,000.00	0.00	0.00	200,000.00	0.00
Total Dept 1320 - CITY MANAGEMENT		200,000.00	0.00	0.00	200,000.00	0.00
Department: 4200 HIGHWAYS AND STREETS						
320-4200-54.14000-SP1907	TUCKER STREETSCAPES	366,641.50	197,084.08	197,084.08	169,557.42	53.75
320-4200-54.14000-SP2003	QUICK RESPONSE FY20 SPLOST	17,250.94	0.00	0.00	17,250.94	0.00
320-4200-54.14000-SP2005	MIB @ US78 ENGINEERING DESIGN	280,293.86	162,964.13	0.00	117,329.73	58.14
320-4200-54.14000-SP2006	HUGH HOWELL RD @ MIB	(0.04)	0.00	0.00	(0.04)	0.00
320-4200-54.14000-SP2102	MAJOR ROAD IMPROVEMENTS	286,124.82	24,250.00	0.00	261,874.82	8.48
320-4200-54.14000-SP2104	QUICK RESPONSE PROJECTS	110,450.39	4,232.50	0.00	106,217.89	3.83
320-4200-54.14000-SP2203	QUICK RESPONSE FY22	310,347.50	54,831.65	14,159.15	255,515.85	17.67
320-4200-54.14000-SP2204	MAJOR ROAD IMPROVEMENTS FY22	678,680.00	0.00	0.00	678,680.00	0.00
320-4200-54.14000-SP2302	QUICK RESPONSE PROJECTS SPLOST	400,000.00	0.00	0.00	400,000.00	0.00
320-4200-54.14000-SP2304	MAJOR ROAD IMPROVEMENTS FY23 SPLOST	826,750.00	0.00	0.00	826,750.00	0.00
320-4200-54.14000-SP2401	RESURFACING FY24	4,844,996.39	2,333,911.75	0.00	2,511,084.64	48.17
320-4200-54.14000-SP2402	QUICK RESPONSE FY24	400,000.00	4,158.00	0.00	395,842.00	1.04
320-4200-54.14000-SP2403	MAJOR PROJECTS FY24	826,750.00	0.00	0.00	826,750.00	0.00
Total Dept 4200 - HIGHWAYS AND STREETS		9,348,285.36	2,781,432.11	211,243.23	6,566,853.25	29.75
Department: 4224 SIDEWALKS						
320-4224-52.12000-SP2405	PROGRAM MANAGEMENT-FY24 SPLOST	225,000.00	106,806.04	0.00	118,193.96	47.47
320-4224-54.14000-SP2105	TRAIL PROJECTS	165,745.51	44,200.00	0.00	121,545.51	26.67
320-4224-54.14000-SP2202	TRAILS FY22	51,191.25	38,316.25	9,335.00	12,875.00	74.85
320-4224-54.14000-SP2404	SIDEWALKS / TRAILS FY24 SPLOST	1,262,000.00	214,905.94	3,812.50	1,047,094.06	17.03
320-4224-54.14005-SP2303	SIDEWALKS-VARIOUS LOCATIONS SPLOST	565,912.48	432,129.27	31,703.66	133,783.21	76.36
Total Dept 4224 - SIDEWALKS		2,269,849.24	836,357.50	44,851.16	1,433,491.74	36.85

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

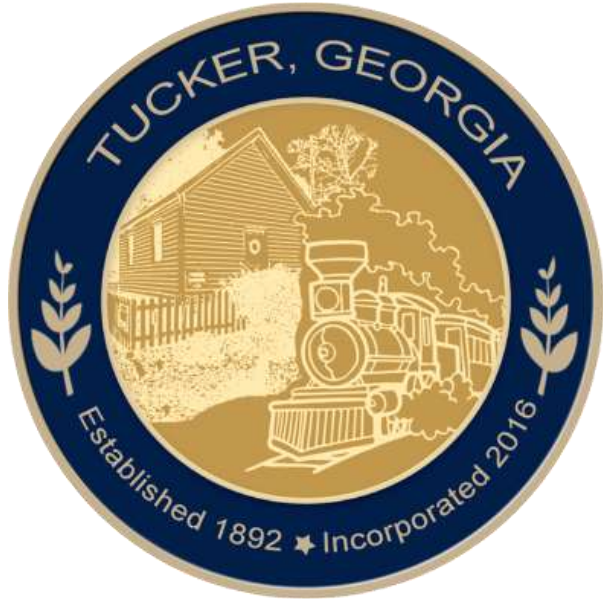
Balance As of 02/29/2024
 % Fiscal Year Completed: 66.67
 *NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg Used
Fund: 320 SPLOST I - 2017						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
320-6210-52.12000-SP2107	PROGRAM/PROJECT MGMT	10,727.00	0.00	0.00	10,727.00	0.00
320-6210-54.12000-SP1917	PRIORITY PROJECTS - MASTER PLAN	0.00	9,256.33	0.00	(9,256.33)	100.00
320-6210-54.12000-SP2013	PARKS RESTROOMS	109,185.44	109,185.44	0.00	0.00	100.00
320-6210-54.12000-SP2307	SPORTS FIELD LIGHTING SPLOST	341,387.92	0.00	0.00	341,387.92	0.00
320-6210-54.12000-SP2308	PARK SIGNAGE	87,050.12	87,050.12	0.00	0.00	100.00
320-6210-54.13000-SP2208	TRC IMPROVEMENTS FY22	18,578.51	1,400.00	1,400.00	17,178.51	7.54
Total Dept 6210 - PARKS & RECREATION		566,928.99	206,891.89	1,400.00	360,037.10	36.49
Department: 6211 PARKS						
320-6211-54.12000-SP2108	SPORTS FIELD LIGHTING	4,306.04	0.00	0.00	4,306.04	0.00
320-6211-54.12000-SP2109	PARKING LOTS - PARKS	176,575.00	176,575.00	0.00	0.00	100.00
320-6211-54.12000-SP2110	J HOMESTEAD RESTORATION	50,000.00	0.00	0.00	50,000.00	0.00
320-6211-54.12000-SP2111	SECURITY CAMERAS	25,000.00	0.00	0.00	25,000.00	0.00
320-6211-54.12000-SP2206	FITZGERALD PARK IMP FY22	266,675.42	72,602.38	0.00	194,073.04	27.22
320-6211-54.12000-SP2209	ROSENFELD PARKING LOT IMP FY22	29,825.00	12,816.25	8,131.25	17,008.75	42.97
320-6211-54.12000-SP2306	ROSENFELD TENNIS COURT IMPROVEMENTS	205,655.00	0.00	0.00	205,655.00	0.00
320-6211-54.12000-SP2406	FITZGERALD PARK RENO PHASE 2 FY24	1,444,719.33	11,829.47	0.00	1,432,889.86	0.82
Total Dept 6211 - PARKS		2,202,755.79	273,823.10	8,131.25	1,928,932.69	12.43
Department: 6212 POOLS						
320-6212-54.12000-SP2112	POOL RENOVATIONS	11,328.37	0.00	0.00	11,328.37	0.00
320-6212-54.12000-SP2207	SPLASH PAD IMPROVEMENTS FY22	45,123.98	0.00	0.00	45,123.98	0.00
Total Dept 6212 - POOLS		56,452.35	0.00	0.00	56,452.35	0.00
Expenditures						
Fund 320 - SPLOST I - 2017:		14,644,271.73	4,098,504.60	265,625.64	10,545,767.13	27.99
TOTAL REVENUES						
TOTAL EXPENDITURES		5,269,000.00	4,490,773.64	518,752.13	778,226.36	
NET OF REVENUES & EXPENDITURES:		14,644,271.73	4,098,504.60	265,625.64	10,545,767.13	
		(9,375,271.73)	392,269.04	253,126.49	(9,767,540.77)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 02/29/2024
% Fiscal Year Completed: 66.67
*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

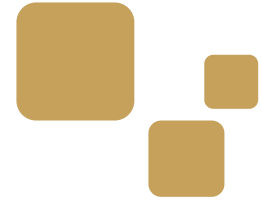
GL Number	Description	23-24 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg't Used
Fund: 560 STORMWATER						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
560-0000-34.42600	STORMWATER UTILITY CHARGES	2,864,072.00	1,262,750.78	141,452.83	1,601,321.22	44.09
	Total Dept 0000 - NON DEPARTMENTAL	2,864,072.00	1,262,750.78	141,452.83	1,601,321.22	44.09
	Revenues	2,864,072.00	1,262,750.78	141,452.83	1,601,321.22	44.09
Account Category: Expenditures						
Department: 4910 STORMWATER						
560-4910-52.12000	PROFESSIONAL SERVICES	695,827.75	149,334.75	0.00	546,493.00	21.46
560-4910-52.12400	CONTRACTUAL SVCS-LOWE ENGINEERING	545,497.00	285,842.50	52,982.66	259,654.50	52.40
560-4910-52.13000	OTHER SERVICES / TECHNICAL	520,000.00	94,930.48	2,376.25	425,069.52	18.26
560-4910-52.22230	REPAIRS & MAINT - STORMWATER	1,584,975.00	452,531.15	44,400.00	1,132,443.85	28.55
560-4910-53.10000	OPERATING SUPPLIES	213,600.00	61,464.95	9,909.35	152,135.05	28.78
	Total Dept 4910 - STORMWATER	3,559,899.75	1,044,103.83	109,668.26	2,515,795.92	29.33
	Expenditures	3,559,899.75	1,044,103.83	109,668.26	2,515,795.92	29.33
Fund 560 - STORMWATER:						
	TOTAL REVENUES	2,864,072.00	1,262,750.78	141,452.83	1,601,321.22	
	TOTAL EXPENDITURES	3,559,899.75	1,044,103.83	109,668.26	2,515,795.92	
	NET OF REVENUES & EXPENDITURES:	(695,827.75)	218,646.95	31,784.57	(914,474.70)	
Report Totals:						
	TOTAL REVENUES - ALL FUNDS	45,546,068.00	28,095,547.13	2,460,504.11	17,450,520.87	
	TOTAL EXPENDITURES - ALL FUNDS	66,260,426.67	23,788,602.11	2,074,705.22	42,471,824.56	
	NET OF REVENUES & EXPENDITURES:	(20,714,358.67)	4,306,945.02	385,798.89	(25,021,303.69)	



CITY OF TUCKER

February 2024

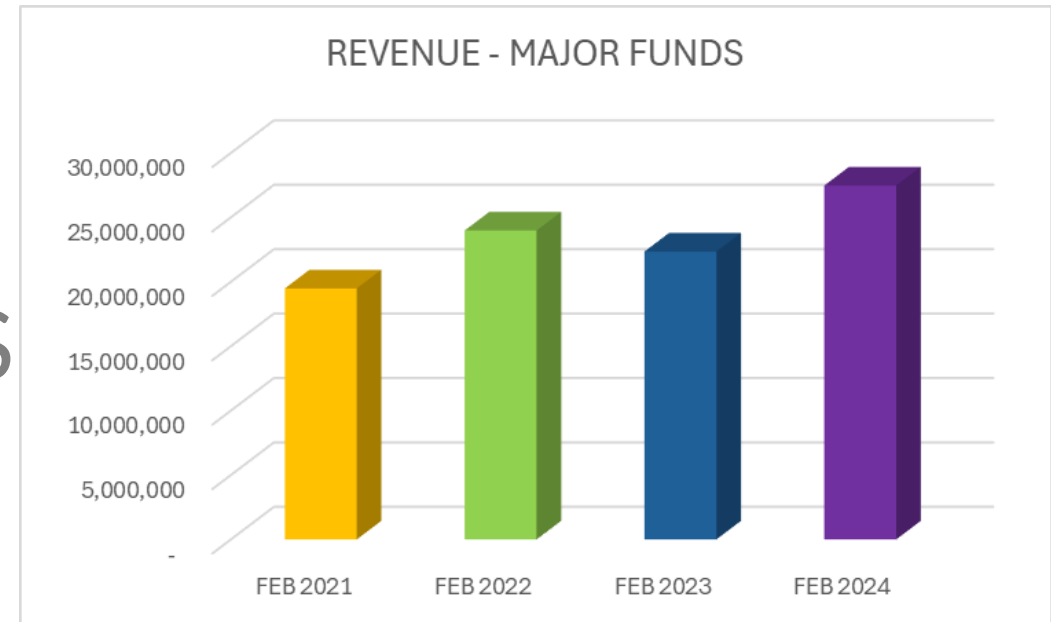
Financial Update



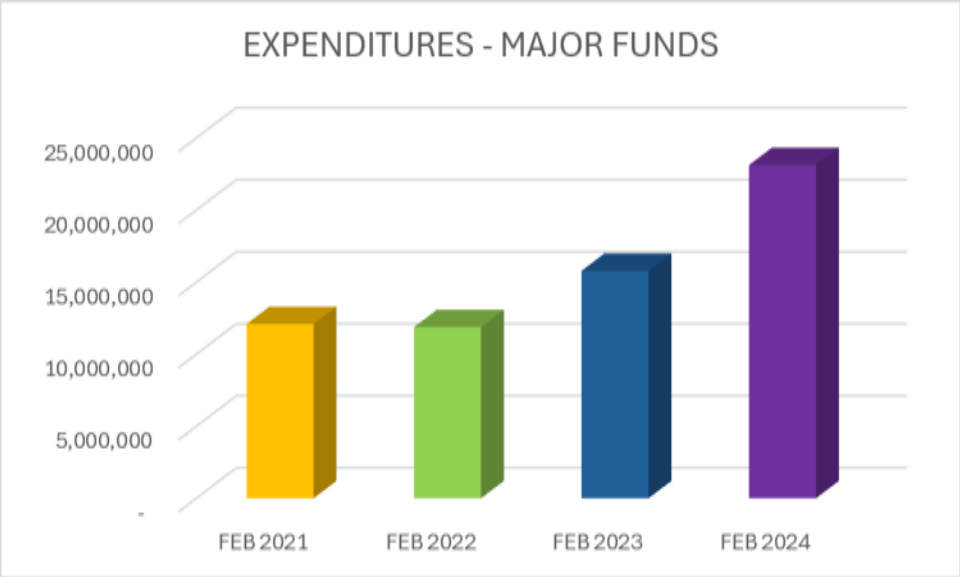
CITY OF TUCKER

REVENUE-MAJOR FUNDS

Period Ended 2/29/2024



REVENUE	2/28/2021	2/28/2022	2/28/2023	2/28/2024
100 GENERAL FUND	12,404,234	12,926,702	10,829,603	19,729,046
230 ARPA	-	6,795,608	6,795,608	-
300 CAPITAL	3,991,579	525,351	550,375	1,987,877
320 SPLOST 1	3,088,509	3,731,361	4,171,629	4,490,774
560 STORMWATER	-	-	-	1,262,751



CITY OF TUCKER

EXPENDITURES-MAJOR FUNDS

Period Ended 2/29/2024

EXPENDITURES	2/28/2021	2/28/2022	2/28/2023	2/28/2024
100 GENERAL FUND	9,147,755	5,617,773	6,345,981	9,604,993
230 ARPA	-	2,426,870	336,299	4,582,274
300 CAPITAL	2,107,113	2,751,436	5,985,832	3,789,088
320 SPLOST 1	837,703	1,086,585	3,114,660	4,098,505
560 STORMWATER	-	-	-	1,044,104



GENERAL FUND REVENUE

Period Ended 2/29/2024

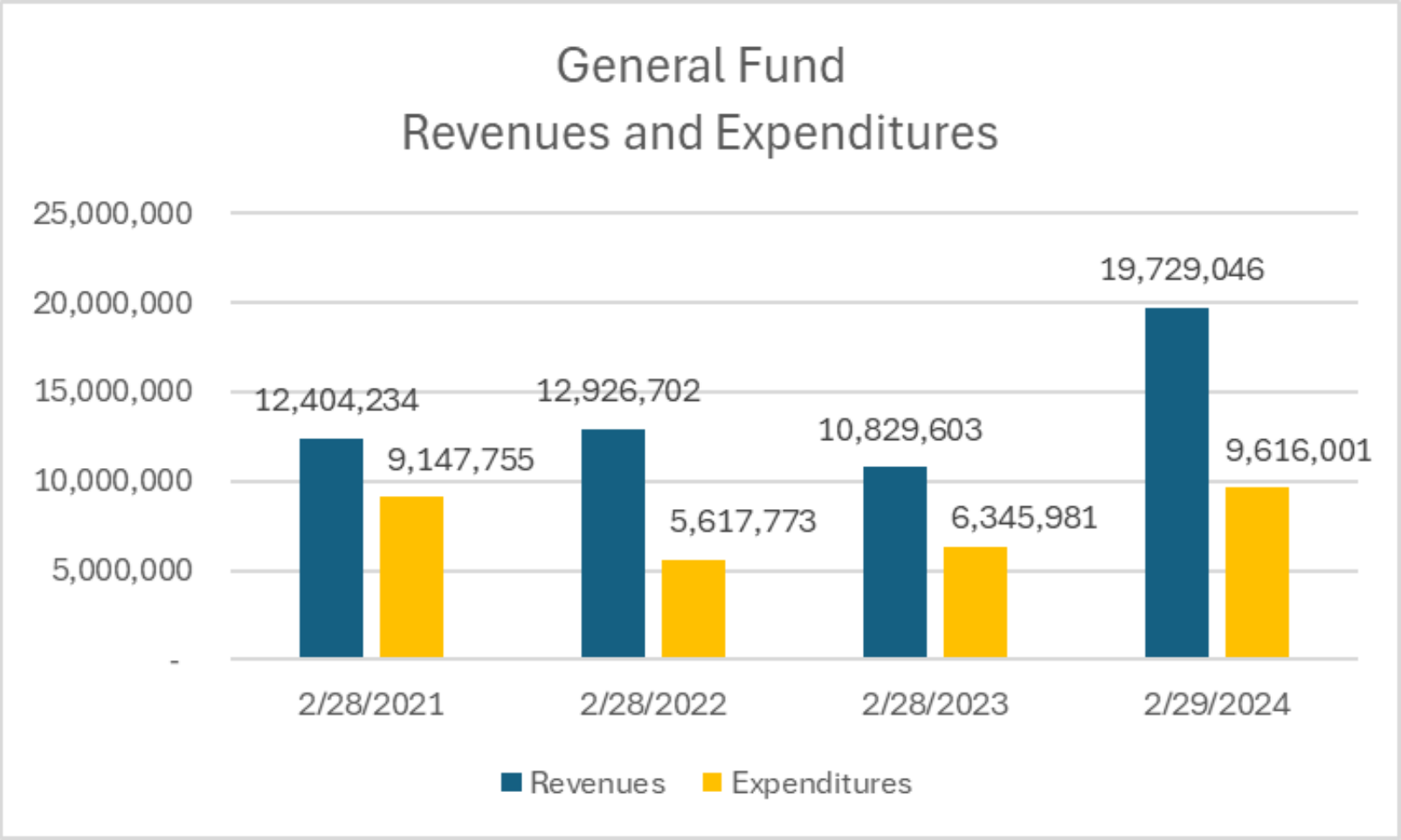
GENERAL FUND REVENUE	2/28/2021	2/28/2022	2/28/2023	2/29/2024
NON DEPARTMENTAL	9,649,834	9,793,820	7,131,044	7,909,700
HUMAN RESOURCES	-	-	1,250	1,250
MUNICIPAL COURT	90,314	305,873	354,107	297,878
PUBLIC WORKS	-	-	5,163	3,815,035
PARKS & RECREATION	1,877,588	2,158,072	2,299,143	2,397,770
COMMUNITY DEV	570,648	363,727	716,809	536,894
TRANSFERS	215,851	305,209	322,087	4,770,519

GENERAL FUND EXPENDITURES

Period Ended 2/29/2024

EXPENDITURES	2/28/2021	2/28/2022	2/28/2023	2/29/2024
CITY COUNCIL	75,906	80,525	98,225	95,955
CITY MGT	159,675	174,309	280,795	372,080
CITY CLERK	50,908	195,216	163,903	194,824
FACILITIES & BLDGS	330,670	353,316	326,124	426,905
FINANCE	384,303	349,232	396,613	448,921
CONTINGENCIES	-	-	39,500	-
LEGAL SERVICES	216,790	320,671	264,935	167,322
IT/GIS	369,580	413,758	489,182	598,148
HUMAN RESOURCES	-	-	25,139	86,966
COMMUNICATIONS	309,243	360,223	480,509	442,507
GENERAL OPERATIONS	408,795	410,702	210,670	155,407
MUNICIPAL COURT	298,666	242,497	237,360	284,285
PUBLIC WORKS	168,012	182,319	429,220	1,988,894
PARKS & RECREATION	1,218,071	1,284,981	1,663,257	2,060,544
COMMUNITY DEV	857,867	1,026,015	994,669	1,127,835
ECONOMIC DEV	183,072	224,009	234,749	158,620
DOWNTOWN DEV AUTH	-	-	11,130	6,791
INTERFUND	4,116,197	-	-	1,000,000

GENERAL FUND REVENUE AND EXPENDITURES





MEMO

To: Honorable Mayor and City Council Members
From: John McHenry, City Manager
CC: Ted Baggett, City Attorney
Date: March 25, 2024
RE: Memo for Report on Upcoming Agenda Items

Tentative list of potential agenda items for upcoming meetings:

- Staff Report on SPLOST I Wrap-up
- Ordinance on SLUP-24-0001 for PCH at 4372 Lawrenceville Highway - 2nd Read
- Ordinance on RZ-24-0001 Major modification for compound pharmacy at 2212 Fellowship Road - 2nd Read
- Ordinance on TA-24-0002 CH 46 Zoning - DT density, height, townhome width - 2nd Read
- Resolution to accept property from GDOT (2949 Lawrenceville Highway)
- RFP bid contract award on the City Standard Guidebook consultant
- Task Order contract for Montreal Road Sidewalk Design
- Update on Community Outreach by Certified Peer Specialist
- Status Update on Downtown Town Green by Barge
- Discussion of possible changes to Code Chapter 4 Alcohol
- General Assembly Update from Connect South



MEMO

To: Honorable Mayor and City Council Members
From: Jackie Moffo, Economic Development Director
CC: John McHenry, City Manager
Date: March 25, 2024
RE: Memo for Economic Development Update

Description for on the Agenda:

- Update on Economic Development efforts and programs in the City of Tucker

Issue: To provide clarity to the Tucker City Council, the Economic Development Department is presenting an update on year to date efforts and programs.

Background: The City of Tucker Economic Development Department's mission is to bring a business-focused perspective and advice for consideration to City Management and other boards to bolster the economic development growth of the City of Tucker.

Summary: The City of Tucker Economic Development Department has been working on implementation of the Economic Development Strategic Plan (EDSP) which includes foundational economic development efforts for the City such as – Business Retention and Expansion Visits and general business support and outreach. Other department efforts include Ribbon Cuttings, welcoming new businesses to the community, and tracking and supporting major employer projects.

The Tucker Development Authority (TDA) launched the Tucker Downtown Façade Grant Program in July 2023. This program has recently undergone updates to make the program even more accessible and easier to use.



City of
Tucker

Economic Development Update

Monday, March 25, 2024

Business Updates – Jan - Mar

Business Outreach – 120+

Over 120+ outreach visits, meetings, and follow ups have been made so far this year

Ribbon Cuttings – 2

- Perc Coffee
- Luxe Bridal Studio

New Businesses – 15

- 105 applications in progress



Major Projects Update

Pepsi –

\$260M+ Investment & 135+ new jobs

Prudential

Overall Supply –

\$35M Investment & 100+ new jobs

EAE USA –

\$6M Investment & 37 new jobs




EDSP Implementation

RFP for Economic Development Marketing “Pitch Deck” - May

“Opening a Business Roadmap” –

Joint effort with Community Development

- Webinars
- Informational Videos
- Flyers, Flow Charts, and How-to Guides



Welcome to Tucker!

Thank you for considering our community for your business

Opening your business in Tucker is as easy as 1...2...3!

1. Business Location Approval (BLA)
2. Certificate of Occupancy - Business
3. Occupational Tax Certificate (OTC)

@tuckerga.gov


Business Location Approval (BLA)

Business Location Approval is used by the City of Tucker to confirm that your business use and location will adhere to planning and zoning requirements as well as other City Ordinances

Recommended that a BLA is completed before you sign a lease or purchase a building

Submit application to the City of Tucker Planning & Zoning Division

Fee - \$30





TUCKER DOWNTOWN FACADE GRANT PROGRAM

For more information, please go to
www.tuckerga.gov/facadegrant

About the Program

- **MATCHING** grant reimbursement program – up to **\$12,500**
 - **Match up to 50% of the project** with a max of \$5,000 for minor projects and \$10,000 for major projects
- **\$50,000** is available for grant funds in Fiscal Year 2023-2024 (ending June 30, 2024) – budget is provided by the TDA's annual budget
- **Grants are provided on a first come first serve basis**



Program Area

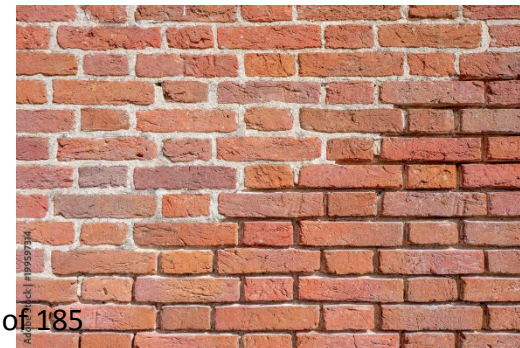


Project Qualifications

- Commercial building
- Must be the building owner or tenant with written approval by the building owner
- Must be a City of Tucker small business with three or fewer locations
- Commitment to maintain project renovations for three (3) years
- National chains are not eligible
- Must have an active business license or OTC
- Must have no current code violations and/or active municipal court cases. Must be up to date on all taxes and city fees
- Applicant cannot use the program more than two times in one fiscal year
- Non-profit and Government users are not eligible
- Projects must adhere to all City of Tucker Planning and Zoning requirements and applicable life safety and building codes
- Projects must pull and show proof of obtaining all necessary permits from the City (DeKalb County where applicable)
- Projects seeking funding cannot begin until the evaluation committee has provided approval
- Minor projects must be completed within 90 days of approved grant notice unless provided an extension by the TDA board
- Major projects must be completed within 200 days of approved grant notice unless provided an extension by the TDA board

Eligible Projects & Uses

- Facade improvements
- Restoration of historic facades
- Patio additions/expansions
- Exterior building hardware
- Exterior painting
- Exterior building brick and/or masonry
- Connection to trails and or alleys

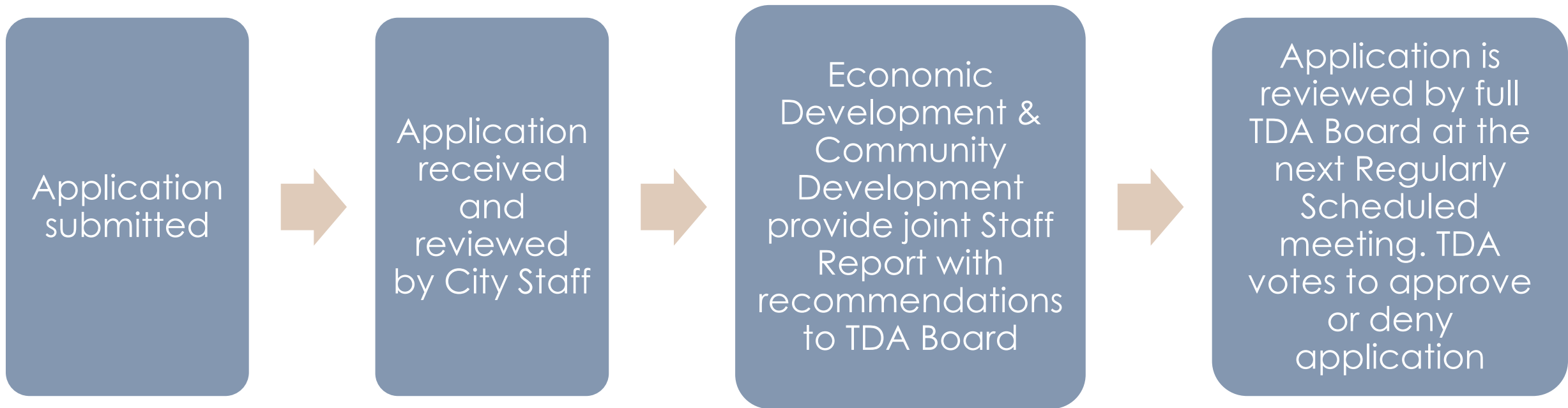


Ineligible Projects & Uses

- Any/all interior work or restoration
- Security systems
- General maintenance
- Items that bring an existing violation “up to code”
- Residential buildings or properties



Evaluation Process



Grant Award Tiers

Major Projects – up to \$10,000 grant awards

- Major facade improvements
- Historic facade restoration
- Exterior brick/masonry rehabilitation
- Patio additions/expansions
- Trail and or alley connections
- Addition of 2nd storefront facing trail(s)

Minor Projects – up to \$5,000 grant awards

- Exterior repaint
- Exterior hardware and lighting
- Awning upgrades or removal
- Sign replacements/removals

Historic Façade Bonus – up to 25%

up to a 25% additional matching grant bonus for Major Projects that are working to restore a historic façade which may include: removal of faux facades, removal of paint on brick facades

Funding Examples

Major Projects – up to \$10,000 grant awards

Patio Project Example –

- New patio concrete - \$17,000
- Patio landscaping - \$3,500
- Patio awnings - \$5,000
- Patio lighting - \$500

Total Project Costs – \$21,500

Maximum Potential Grant Amount - \$10,000*

* Due to \$10,000 limit

Minor Projects – up to \$5,000 grant awards

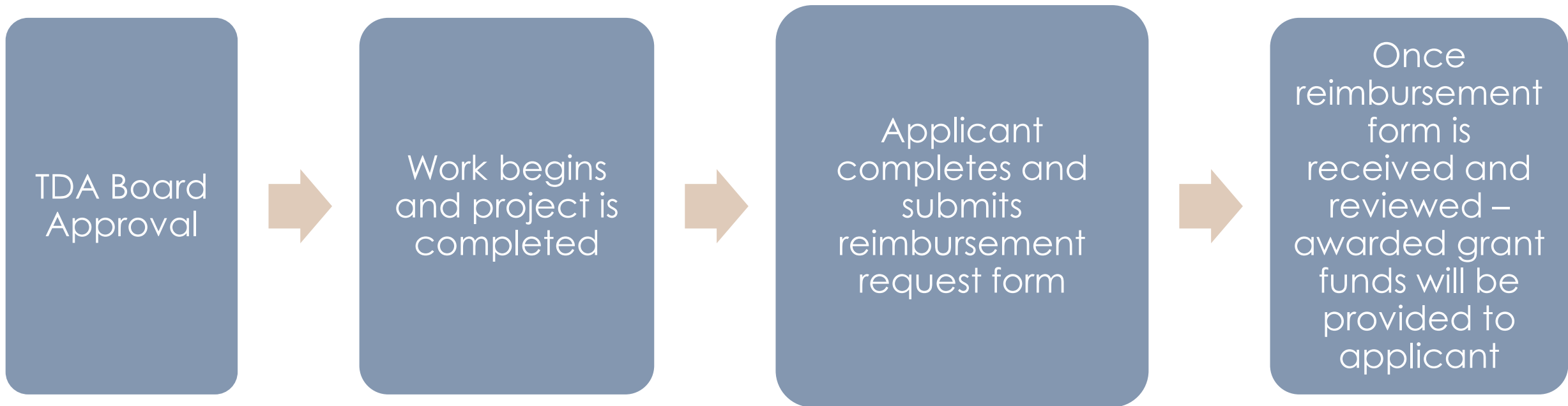
Awning Project Example –

- Two new awnings - \$3,000
- New door paint - \$50
- New door hardware - \$125

Total Project Costs – \$3,175

Maximum Potential Grant Amount - \$1,587.50

Award & Reimbursement



Outreach and Program Response

DOWNTOWN FACADE GRANT PROGRAM



Discover how you can get
up to \$12,500 in grant
funds for your building!



LEARN
MORE
HERE!

[TUCKERGA.GOV/FACADEGRANT](https://tuckerga.gov/facadegrant)



MEMO

To: Honorable Mayor and City Council Members
From: Ted Baggett, City Attorney
CC: John McHenry, City Manager
Date: February 12, 2024
RE: Memo for Occupation Tax Ordinance

Contract/Document Number: Ordinance O2024-02-03

Description for on the Agenda:

Ordinance O2024-02-03 - An Ordinance by the Mayor and City Council for the City of Tucker, Georgia for the Purpose of Amending the Tucker Code Chapter 10 Businesses Relating to Business Occupation Taxes; to Eliminate Unnecessary Obstacles to Businesses Paying Occupation Taxes to the City; to Provide for Consistency with State Law

Issue:

Should the City Council enact provisions to revise the city's occupation tax ordinance.

Recommendation:

If the City Council wishes to revise the city's occupation tax ordinance to make it easier for local businesses to pay their taxes to the city, it should adopt the ordinance.

Background:

During start up, the city used the occupation tax as general business license. State law, however, treats the occupation tax purely as a revenue generating mechanism. This has often placed the city in the awkward position of not collecting taxes from businesses that were attempting to obtain regulatory approvals from DeKalb County or other governmental agencies. Because the city has matured since start-up and has begun providing its own Fire Marshal services, it is now in a better position to collect taxes, enforce the zoning code, and regulate fire safety. These changes will also assist in making sure that those in violation of important life and safety regulations do not escape their tax obligations and creates a more even playing field for law abiding businesses that are paying their occupation taxes to the city.

Summary:

Approval of this ordinance brings the city's occupation tax code into conformity with state law, will assist with collecting taxes, and make it easier for tax paying businesses to meet their obligations.

**STATE OF GEORGIA
CITY OF TUCKER**

ORDINANCE O2024-02-03

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF AMENDING THE TUCKER CODE CHAPTER 10 BUSINESSES RELATING TO BUSINESS OCCUPATION TAXES; TO ELIMINATE UNNECESARY OBSTACLES TO BUSINESSES PAYING OCCUPATION TAXES TO THE CITY; TO PROVIDE FOR CONSISTENCY WITH STATE LAW; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Tucker, Georgia is authorized by O.C.G.A. § 48-13-6 to adopt ordinances regarding occupation taxes; and

WHEREAS, a public hearing was held by the Mayor and Council on March 25, 2024; and

WHEREAS, this ordinance is adopted to address the interests of public health, welfare, and safety of the citizens of the City of Tucker;

NOW THEREFORE, the Mayor and City Council find that the enactment of this ordinance by reasonable means, as allowed under state law, and not unduly oppressive is necessary to protect the health, safety, morals, and general welfare of the citizens of the city.

SECTION ONE

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to revise Article II of Chapter 10, thereof, which shall read in words as follows:

Sec. 10-25. Payment of occupational tax.

- (a) Each person engaged in a business, trade, profession or occupation, whether with a location within the city, or, in the case of an out-of-state business with no location in the state exerting substantial efforts within the city pursuant to O.C.G.A. § 48-13-7, shall pay an occupational tax for the business, trade, profession or occupation.
- (b) Occupation taxes shall be based upon gross receipts in combination with profitability ratio and number of employees. The profitability ratio for the type of business will be determined

from nationwide averages derived from statistics, classifications or other information published by the federal office of management and budget, the internal revenue service or successor agencies.

- (c) A schedule of specific business occupation taxes, as adopted from time to time by the city council is on file in the office of the clerk, which taxes shall be levied and collected in the amount and manner specified by this article.

Sec. 10-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrative fee means a component of the occupational tax which approximates the cost of handling and processing the occupational tax.

Applicant or *holder* means the applicant for, or holder of, a business occupation tax certificate, and shall include the business and any legally or organizationally related entity to which the occupational tax certificate applies.

Business means any person, sole proprietor, partnership, corporation, trade, profession, occupation or other entity and the efforts or activities associated thereby for the purposes of raising revenue or producing income.

Director means the director of finance or his designee.

Dominant line means the type of business within a multiple line business from which the greatest amount of income is derived.

Employee means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, federal income tax, or state income tax from such individual's compensation or whose employer issues to such individual for purposes of documenting compensation a form IRS W-2 but not a form IRS 1099.

Gross receipts.

- (1) The term "gross receipts" means total revenue of the business or practitioner for the period, including, without being limited to, the following:
 - a. Total income without deduction for the cost of goods sold or expenses incurred;
 - b. Gain from trading in stocks, bonds, capital assets, or instruments of indebtedness;
 - c. Proceeds from commissions on the sale of property, goods, or services;
 - d. Proceeds from fees charged for services rendered;
 - e. Proceeds from rent, interest, royalty, or dividend income; and
 - f. From all other income whatsoever arising from or growing out of the conduct of the business, trade, profession or occupation without any deduction whatsoever.
- (2) The term "gross receipts" shall not include the following:
 - a. Sales, use, or excise taxes;
 - b. Sales returns, allowances, and discounts;

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- c. Interorganizational sales or transfers between or among the units of a parent-subsidary controlled group of corporations as defined by 26 USC 1563(a)(1), between or among the units of a brother-sister controlled group of corporations as defined by 26 USC 1563(a)(2), or between or among wholly-owned partnerships or other wholly-owned entities;
 - d. Payments made to a subcontractor or independent agent;
 - e. Governmental and foundation grants, charitable contributions or the interest income derived from such funds, received by a nonprofit organization which employs salaried practitioners otherwise covered by this article, if such funds constitute 80 percent or more of the organization's receipts; and
 - f. Proceeds from sales to customers outside the geographical boundaries of the state.

License means a permit or certificate issued by the city that allows an entity to operate lawfully in the city. A license does not create any rights to operate in violation of any provision of this Code and it may be denied, suspended or revoked by the city at any time pursuant to the procedures set forth herein. The term "license" applies to any license issued pursuant to this chapter.

Location or office includes any structure or any vehicle of a business or practitioner of a profession or occupation which has a location or office where a business, profession, or occupation is conducted, but shall not include a temporary or construction work site which serves a single customer or project or delivery vehicles of a business or practitioner of a profession or occupation which has a location or office.

Occupation tax means a tax levied on persons, partnerships, corporations or other entities for engaging in an occupation, trade, profession or business for revenue raising or income producing purposes.

Person includes sole proprietors, corporations, partnerships, nonprofit or any other form of business organization.

Practitioner of professions and occupants means one who by state law requires state licensure regulating such profession or occupation. This definition shall not include a practitioner who is an employee of a business, if the business pays an occupation tax.

Regulatory fees means payments, whether designated as license fees, permit fees or by another name, which are required as an exercise of police power and as a part of or as an aid to regulation of an occupation, profession or business. Regulatory fees shall not include an administrative fee. Regulatory fees do not include development impact fees as defined by O.C.G.A. § 36-71-2(8) or other costs or conditions of zoning or land development.

Sec. 10-27. Purpose and scope of tax.

The occupation tax levied herein is for revenue purposes only and is not for regulatory purposes, nor is the payment of the tax made a condition precedent to the practice of any profession, trade or calling.

Sec. 10-28. Registration of name of business; payment of taxes required.

- (a) No person shall be engaged in, pursue or carry on any business within the city, in any manner without having registered the name of the business with the finance department and either paid the taxes as provided by this article or produced evidence of occupational tax payment to another jurisdiction in the state or proof of payment of a local business occupation tax in another state which purports to tax the business' or practitioner's sales or services in the state. The city shall not require an occupation tax on those receipts that were taxed by occupation tax in other states.
- (b) At the time of business registration, such person shall also identify to the finance department the lines of business that the business conducts. Classification of businesses for occupation tax purposes shall be based on the dominant line of business conducted.
- (c) Each separate business trade name shall be subject to the provisions of this article and shall fully comply with all city Code requirements before engaging in, pursuing or carrying on any business within the city.
- (d) Failure or refusal to provide information requested by the city for the purpose of classification, assessment or levying of occupation taxes, regulatory fees or administrative costs or regarding the site of a location or office and taxes or fees paid to other local governments shall be ~~punished as a under the general penalties and shall be subject to the provisions of this Code~~ subject to a fine of up to \$500.00 in addition to being liable for the interest and penalties and subject to other remedies provided under state law.

Sec. 10-29. Estimation of gross receipts; filing of returns; due date; penalty for late payment.

- (a) All occupation taxes levied by this article, with the exception of occupation taxes levied on those engaged in the practice of law, are levied on the amount of business transacted during the current calendar year and the number of employees to be employed in the business conducted. However, for convenience of both the city and the taxpayer, those businesses subject to the occupational tax shall, on or before February 1 file with the finance department's business occupation tax section a return showing all gross receipts of that business during the preceding calendar year ending on December 31. This return showing preceding calendar year gross receipts shall be used as an estimate of gross receipts for making payments on the occupation tax for the current calendar year. The number of employees reported for the current year's business operations may be based upon the number of employees employed in the business conducted during the previous year. Applicants or owners engaged in the business shall be reported as employees of the business. Should a business not continue or terminate during the year, such business shall notify the finance department and file a final return reporting the actual number of employees and those gross receipts not previously reported.
- (b) Where a business subject to the occupation tax for the calendar year has been conducted for only a part of the preceding year, the amount of gross receipts for such part shall be set forth in the return. Said return shall also show a figure putting the receipts for such part of a year on an annual basis with the part-year receipts bearing the same ratio to the whole-year gross receipts as the part-year bears to the whole-year. Said figure shall be used as the estimate of

the gross receipts of the business for the current calendar year in establishing the business tax liability.

- (c) If a business is to begin on or after January 1 of the occupation tax year, the tax on such business shall be due and payable ~~on~~ 30 days after the date of the commencement of the business and shall be based upon estimated gross receipts of the business from the date of commencement until the end of the calendar year. The business shall also file the required registration form and shall pay the administrative fee required by this article.
- (d) Notwithstanding the foregoing, occupation taxes and administrative fees for lawyers shall be due and payable on December 31 of the year in which the tax is incurred. Any lawyer failing to pay the occupation tax and administrative fees within 90 days after December 31 shall be considered delinquent and shall be subject to and shall pay a ten percent penalty of the amount of tax or fee due and interest of one and a half percent (1.5%) per month as provided by state law. If a lawyer begins business after January 1 of the occupation tax year, the tax and administrative fee on such business shall be due and payable on December 31 of the year in which the business begins. Any lawyer failing to pay the occupation tax and administrative fee within ~~120~~ 90 days after December 31 shall be considered delinquent and shall be subject to and shall pay a ten percent (10%) penalty of the amount of tax or fee due and interest of one and a half percent (1.5%) per month as provided by state law. Such penalty shall be assessed in full on May 1 of the year following the tax year in addition to interest on delinquent occupation taxes and administrative fees. In addition, a list of all delinquent lawyers may be sent to the Georgia Bar. ~~Certain general penalties applicable to most businesses for continuing violations of this Code shall not apply to violations of this chapter by lawyers. Specifically, f~~ Failing to comply with the article will not result in the city closing ~~the~~ a tax delinquent business law practice or penalizing the continued practice of law by fining, imprisoning or criminalizing noncompliance.
- (e) The city shall not require the payment of more than one occupational tax for each location that a business or practitioner shall have nor shall the city require a business to pay an occupational tax for more than 100 percent of the business' gross receipts.
- (f) Real estate brokers shall pay an occupational tax for each principal office and each separate branch office located in the city based upon gross receipts derived from transactions with respect to property located within the city. Payment of the occupation tax shall permit the broker, the broker's affiliated associates and salespersons to engage in all of the brokerage activities described in O.C.G.A. § 43-40-1 without further licensing or taxing other than the state licenses issued pursuant to state law.
- (g) For out-of-state businesses with no location in the state, occupation taxes include the gross receipts of business as defined in section 10-33.
- (h) For purposes of this section, prima facie evidence of gross receipts generated during any period shall be a copy of the business' federal income tax return or an affidavit of the business' accounting firm.
- (i) If any person or business whose duty it is to begins to transact or offers to transact any kind of business after the occupation tax becomes delinquent, such offender shall be assessed interest according to the rate as provided by state law and penalties under the City Code.

(j) In addition to the remedies set forth in this section, the finance department may issue an execution for failure to pay taxes against the person so delinquent and against such person's property for the amount of the occupational tax required to be paid for the purpose of carrying on any of the businesses enumerated in this article.

(k) No taxpayer shall be liable for any penalty or interest pursuant to this Code section if:

(1) The default giving rise to such penalty or interest resulted from a taxpayer's military service in the armed forces of the United States in an area designated by the President of the United States by executive order as a combat zone and was not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law; and

(2) The taxpayer provides proof of such military service and makes full payment of taxes due, not including penalties and interest, within 60 days of such taxpayer's return from such military service.

Sec. 10-30. Administrative and regulatory fees.

A regulatory fee shall be imposed on those applicable businesses listed under O.C.G.A. § 48-13-9(b) that the city deems necessary to regulate.

Sec. 10-31. Separate registration for separate locations or separate tradenames.

Where a person conducts business at more than one fixed location or has multiple business tradenames, each location or place and each tradename shall be considered to be separate for the purpose of the occupation tax and the gross receipts of each will be returned on a form furnished by the finance department in accordance with the provisions of this article.

Sec. 10-32. ~~Renewal returns and applications; due date; penalty for late payment.~~

~~(a) — Notwithstanding the 2016 exception reporting date of gross receipts for implementation of this article, on or before February 1 of each subsequent year, businesses liable for occupation taxes levied under this article for the year shall file with the finance department, on a form furnished by the finance department, a signed return setting forth the actual amount of the gross receipts of such business during the preceding calendar year ending December 31.~~

~~(b) — Occupational taxes on businesses continuing from the preceding year shall be due and payable on January 1 of each subsequent year. Occupational tax due from businesses continuing operation in the current year from the preceding year shall be considered delinquent if not paid by April 15 of each year. Any business failing to pay the occupational taxes and administrative fees within 120 days after January 1 shall be subject to and shall pay a ten percent penalty of the amount of tax or fee due and interest of one percent per month as provided by state law. Such penalty shall be assessed in full on May 1 of the tax year in addition to interest on delinquent occupation taxes, regulatory fees and administrative fees.~~

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- (c) ~~If any person or business whose duty it is to obtain a registration in the city begins to transact or offers to transact any kind of business after the registration or occupation tax becomes delinquent, such offender shall be assessed interest according to the rate as provided by state law and penalties under the city Code.~~
- (d) ~~On any new business begun in the city and not subject to payment of occupational taxes to the city, failure to register the name of the business and the line of business that the business conducts will be subject to possible penalties or other violations of this Code. Registration under this section is required for ensuring business to be conducted complies with city codes or ordinances governing health, safety and other purposes.~~
- (e) ~~Notwithstanding the foregoing, occupation taxes and administrative fees for lawyers shall be due and payable on December 31 of the year in which the tax is incurred. Any lawyer failing to pay the occupation tax and administrative fees within 120 days after December 31 shall be considered delinquent and shall be subject to and shall pay a ten percent penalty of the amount of tax or fee due and interest of one percent per month as provided by state law. Such penalty shall be assessed in full on May 1 of the year following the tax year in addition to interest on delinquent occupational taxes and administrative fees. In addition, a list of all delinquent lawyers may be sent to the Georgia Bar. Certain general penalties applicable to most businesses for continuing violations of this Code shall not apply to violations of this chapter by lawyers. Specifically, failing to comply with the article will not result in the city closing the business or penalizing the continued practice of law by fining, imprisoning or criminalizing noncompliance.~~
- (f) ~~In addition to the remedies set forth in this section, the finance department may issue an execution for failure to pay taxes against the person so delinquent and against such person's property for the amount of the occupational tax required to be paid for the purpose of carrying on any of the businesses enumerated in this article.~~

Reserved.

Sec. 10-33. Paying occupation tax of business with no location in the state.

Registration and the assessment of an occupation tax is imposed on those businesses and practitioners of professions and occupations with no location or office in the state if the business' largest dollar volume of business in the state is in the city, and the business or practitioner:

- (1) Has one or more employees or agents who exert substantial efforts within the jurisdiction of the city, for the purpose of soliciting business or serving customers or clients; or
- (2) Owns personal or real property which generates income and which is located within the city.

Sec. 10-34. Persons classified as professionals under state law.

Practitioners of professions as described in O.C.G.A. § 48-13-9(c)(1) through (18) shall elect as their entire occupation tax one of the following:

- (1) The occupation tax based on number of employees and gross receipts combined with profitability ratios as set forth in this article;
- (2) An established fee described in O.C.G.A. § 48-13-9(c)(1) through (18). Such fee is per practitioner who is licensed by the state to provide the service, such tax to be paid at the practitioner's office or location. Practitioners paying according to this subsection shall pay the fee per practitioner and shall not be required to provide information relating to gross receipts or number of employees of the business or practitioner;
- (3) Any practitioner whose office is maintained by and who is employed in practice exclusively by instrumentalities of the United States, the state, a municipality or county of the state, shall not be required to register or pay an occupation tax for that practice.

Sec. 10-35. ~~Evidence of state licensure required if applicable~~ City occupation tax certificate and state licensure to be displayed.

- ~~(a) Each person who is licensed by the secretary of state pursuant to O.C.G.A. title 43 shall provide evidence of proper and current state licensure before the city registration may be issued.~~
- (a) Each person who is licensed by the state shall post the state license next to the city registration occupation tax certificate in a conspicuous place in the licensee's place of business and shall keep both the state license and the city registration occupation tax certificate there at all times while valid.
- ~~(b) Any transient or nonresident person doing business within the city shall carry their occupational tax receipt either upon such person or in any vehicle or other conveyance which is used in such business, and such person shall exhibit it to any authorized enforcement officer of the city when so requested.~~

Sec. 10-36. Change of location.

Any person moving from one location to another shall notify the finance department of this move and the new address in writing on a form provided by the finance department prior to the day of the moving. A new receipt for the occupational tax will be issued for the new location if the new location conforms to the zoning regulations of the city.

Sec. 10-37. Transferability.

Occupational receipts tax certificates shall not be transferable and a transfer of ownership shall be considered in the same light as the termination of the business and the establishment of a

new business. Filing a new registration application and payment of applicable fees and taxes shall be required of the new owner of the business.

Sec. 10-38. ~~Evidence of qualification required if applicable.~~

~~Any business required to obtain health permits, bonds, certificates of qualification, certificates of competency or any other regulatory matter shall first, before the issuance of city registration, show evidence of such qualification.~~

Reserved.

Sec. 10-39. Inspections of books and records; audits; confidential information.

- (a) The finance department shall have the right to inspect the books or records of any business for which returns have been made and upon demand of the finance department such books or records shall be submitted for inspection by a representative or agent of the city within 30 days. Independent auditors or bookkeepers employed by the city shall be classified as agents for the purposes of this article. Failure of submission of such books and records within 30 days shall be grounds for revocation of the occupation tax registration currently existing in the city. If it is determined that a deficiency exists as a result of under reporting, additional payment of occupation taxes required to be paid under this article shall be assessed the interest as provided by state law and penalties provided for by this Code. Notwithstanding the foregoing, no attorney shall be required to disclose any information that would violate the attorney/client privilege.
- (b) Except as provided in subsection (c) of this section, information provided by a business or practitioner of an occupation or profession for the purpose of determining the amount of occupation tax for the business or practitioner is confidential and exempt from disclosure under O.C.G.A. §§ 50-18-71 through 50-18-77.
- (c) Information provided to the city by a business or practitioner of an occupation or profession for the purpose of determining the amount of occupation tax for the business or practitioner may be disclosed to the city council of another local government for occupation tax purposes or pursuant to court order or for the purpose of collection of occupation tax or prosecution for failure or refusal to pay occupation tax.
- (d) Nothing herein shall be construed to prohibit the publication by the city of statistics, so classified as to prevent the identification of particular reports or returns and items thereof.

Sec. 10-40. Business classifications for determining tax levy.

- (a) For the purpose of this article, every person engaged in business requiring the payment of occupational taxes is classified in accordance to the major line of business as defined by the North American Industrial Classification System (NAICS); and profitability classes are assigned in accordance with Statistics of Income, Business Income Tax Returns publication of the United States Treasury Department, Internal Revenue Service. The finance department shall review assignment of businesses to profitability classes on a biannual basis and shall administratively reassign businesses as necessary to the then most accurate profitability class.

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- (b) Classifications by business profitability have been established by the city council and are incorporated herein by reference and adopted for use in the application of this article. All separate businesses engaged in more than one business activity shall be classified on the basis of their dominant business activity at each location where business is done; except, that a person whose dominant business activity is legally exempt as defined by this article shall be classified according to such person's principal subsidiary business, if any, which is subject to the levy and assessment of occupation taxes.
 - (c) The occupation tax shall be determined by applying the business' gross receipts and number of employees returned to the city to the business' profitability classification established for each business type.
 - (d) A copy of business classifications shall be maintained in the office of the city clerk and shall be available for inspection by all interested persons.

Sec. 10-41. Casual and isolated transactions.

Nothing in this article shall be interpreted to require any person who may engage in casual or isolated activity and commercial transactions, where they involve personal assets, are not the principal occupation of the individual to pay occupational tax therefor. Street vendor, transient vendor or flea market vendor activities shall not be considered to be casual and isolated business transactions and shall be required to comply with the provisions of this article.

Sec. 10-42. Exemption for certain people and businesses.

- (a) This chapter expressly exempts the following people and businesses from paying occupation taxes:
 - (1) Disabled veterans of any war or armed conflict in which any branch of the United States armed forces was involved, whether under United States command or otherwise;
 - (2) Blind persons;
 - (3) Veterans of peace-time service in the United States armed forces who have a physical disability which was incurred during that service;
 - (4) A practitioner whose office is maintained by, and who is employed exclusively by, the United States, the State of Georgia, a city or county in Georgia, or instrumentalities thereof;
 - (5) Any state or local authority, nonprofit organization, or vendor acting pursuant to a contract with a tax-exempt agricultural fair;
 - (6) Businesses regulated by the Georgia Public Service Commission;
 - (7) Electrical service businesses organized under O.C.G.A. Chapter 3 of Title 46;
 - (8) Any farm operation producing agricultural products, but not including agribusiness;
 - (9) Persons purchasing guano, meats, meal, flour, bran, cottonseed, or cottonseed meal and hulls in carload lots for distribution among the purchasers for use and not sale;

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- (b) Notwithstanding the exemption from payment of city occupation taxes, an exempt person or business shall comply with the same laws and regulations as are required of other registered businesses.

Sec. 10-43. Exclusions from article; special classifications.

- (a) Wholesale dealers in liquor, wine, beer, and malt beverages are not required to pay the business occupation taxes provided for in this article.
- (b) Registration and occupational tax payment is required from any satellite subscription television system. The term "satellite subscription television system" means services provided to subscribers for sale where the provider of the services utilizes a master antenna type system or earth dish system designed to receive and distribute satellite television signals; particularly, a system to provide service to one or more multiple unit dwellings under common ownership wherein any wiring necessary to operate the system does not cross adjacent non-owned property lines and does not cross city right-of-way in the city. The provisions of this subsection shall not apply to any person that is subject to the city's franchise fee for the holders of a cable or video service provider state franchise.
- (c) Registration and occupational tax payment is required from any broadcast subscription television system. The term "broadcast subscription television system" means services provided to subscribers for sale where the provider of the services transmits premium programming from one or multiple sources by transmitting or retransmitting programs to the public.
- (d) Any vendor or exhibitor who is a member of a group or collection of vendors or exhibitors that has come together at one location for the purpose of selling arts, crafts, antiques, or other goods for a period not to exceed ten consecutive days may be registered individually, or the group or collection may be registered as a "special event." Any applicant for a special event shall be considered as the promoter of the special event and shall be responsible for registration of the special event and paying the occupational taxes. Any special event group or collection of vendors or exhibitors shall comply with the same laws and regulations as required of other registered businesses, where applicable.
- (e) As part of the city's economic development incentives and only to the extent as described in O.C.G.A. § 48-13-10, the city council may by ordinance or resolution provide for an exemption or reduction in occupation tax or a credit against occupation tax owed to one or more types of businesses or practitioners of occupations or professions as part of a plan for economic development or attracting, encouraging, or maintaining selected types of businesses or practitioners of selected occupations or professions. Such exemptions or reductions in occupation tax shall not be arbitrary or capricious. Exemptions under this subsection shall not exceed ten percent of the business' total annual gross receipts.

Sec. 10-44. — Denial, revocation or suspension of business occupation tax certificate.

(a) ~~Grounds for denial, revocation, or suspension of business occupation tax certificate. A business occupation tax certificate issued pursuant to any provision of this article shall be denied, revoked or suspended, and considered void, upon one or more of the following grounds:~~

- ~~(1) The original application or renewal thereof contains false or misleading information, or the applicant omitted material facts in the application;~~
- ~~(2) The premises covered by the certificate are found to be in violation of any codes or ordinances of the city;~~
- ~~(3) The applicant for, or holder of, the certificate is engaged in the business or occupation under a false or assumed name, or is impersonating another practitioner of a like or different name;~~
- ~~(4) The applicant for, or holder of, the certificate is engaging in false, misleading, or deceptive advertising or practices;~~
- ~~(5) The holder of the certificate is operating under a business or trade name not listed on the current application on file with the city;~~
- ~~(6) The holder of the certificate fails to maintain the initial requirements for obtaining the certificate;~~
- ~~(7) The applicant for, or holder of, a certificate is classified as, or becomes classified as, a habitual violator under O.C.G.A. § 40-5-1 et seq., or is found to be operating the business under the influence of alcohol or of illegal drugs or substances;~~
- ~~(8) The applicant for, or holder of, the certificate has been convicted of or has pled guilty or nolo contendere to any sexual offense, the offense of false swearing, the offense of operating an adult entertainment establishment in violation of the distance requirements of O.C.G.A. § 36-60-1 et seq., or to any offense involving illegal sale of narcotics or possession or receipt of stolen property, for a period of five years prior to the filing of the application. If after having been granted a certificate, the applicant is convicted, pleads guilty or enters a plea of nolo contendere to any of the above offenses, the certificate shall be subject to suspension or revocation;~~
- ~~(9) The applicant for, or holder of, the certificate fails to pay occupation taxes and administrative fees when due;~~
- ~~(10) The establishment has been declared a public or private nuisance or has created a threat or nuisance to public health, safety or welfare; or~~
- ~~(11) Any other violation of this article.~~

-
- (b) ~~*False or misleading information.* No business occupation tax certificate shall be issued or renewed pursuant to any provisions of this article to any applicant, business or legally or organizationally related entity if, within the 12 months immediately preceding the filing of any application under this article, the same applicant, business or legally or organizationally related entity has been denied a certificate or had a certificate revoked for any location based in whole or in part upon having furnished false or misleading information in any application or having omitted material facts in any application.~~
- (e) ~~*Notice of denial, revocation or suspension of certificate.* Upon denial of an application seeking issuance or renewal of a business occupation tax certificate, or revocation or suspension of a business occupation tax certificate, written notification shall be provided of such decision to the applicant or holder of the certificate within five calendar days. The written notification shall state the grounds for the denial, revocation or suspension, and shall be sent by verifiable delivery, to the address listed by the applicant or holder on the application for a certificate. Verifiable delivery means hand delivery, electronic mail, certified mail, or statutory overnight delivery, provided that the means of delivery allows for the verification of the delivery of such notice.~~

Reserved.

Sec. 10-45. Grievances regarding occupation tax assessment or classification.

For grievances regarding the occupation tax assessed or the major line of business classification, the aggrieved person or entity shall first submit in writing a complaint to the city clerk which shall set forth in reasonable detail the matters complained of. The complaint may take letter form, and it shall be the duty of the city to review the complaint and issue a written reply to the taxpayer within 30 calendar days from the date the complaint is received. The written reply shall state in reasonable detail the basis for the decision regarding the initial assessment and classification. Should the aggrieved person or entity desire to seek review of such a decision, or if the city fails to issue a written opinion to the taxpayer within the 30-calendar-day time period, the taxpayer shall be entitled to appeal to the hearing officer pursuant to the procedure set forth in section 10-46. Sec. 10-46. Administration; procedure for grievances and appeals.

- (a) The director of finance shall administer and enforce the provisions of this article. Should an aggrieved person or entity desire to appeal a decision under this article, ~~except where the ground for such decision is based solely on zoning regulations,~~ the following procedure shall apply:
- (1) A notice of appeal must be filed within 15 calendar days after receipt of the decision complained of. The notice of appeal shall be in the form of a letter and shall clearly identify all of the objections or exceptions taken to the decision complained of. The notice of appeal shall also contain an address for receipt of future notices and decisions of the hearing officer. Should the aggrieved person or entity fail to file a notice of appeal within the time allowed, the right to appeal is lost.
 - (2) Upon receipt of a timely and proper notice of appeal, appellant shall be notified, in writing, of the date, time and place where a hearing will be held. The hearing shall be

held before the hearing officer within 45 calendar days of the date the notice of appeal is filed, but no sooner than ten calendar days after appellant receives notice of the hearing. The director shall transmit to the hearing officer all documents or materials constituting the record of the action or proceedings below.

- (3) If the finance director deems it necessary that an audit of the financial books/records of appellant be conducted, the city shall notify appellant in writing of a reasonable date, time and place for the audit, which shall be conducted prior to the date of a hearing on the matter. The finance director may hire outside auditors for this purpose. The expense of hiring outside auditors shall be borne by the city if the position of the appellant is sustained by the audit. If not, the expense of the outside auditors shall be due and payable from appellant as part of the costs of appeal.
- (4) An appeal under this section shall stay all legal proceedings with regard to collection of the occupation tax from an appellant; however, such appeal shall not preclude the city from pursuing legal proceedings to enjoin any violation of this article or of any other article of this Code.
- (5) In all hearings pursuant to this section, the following procedures shall prevail, and the proceeding shall be as informal as compatible with justice:
 - a. The hearing officer shall convene the hearing. The hearing officer shall be appointed by the mayor and approved by the city council. The hearing officer shall have the following duties:
 1. To hear appeals from decisions of the finance department denying the issuance or renewal of any license pertaining to this chapter;
 2. To hear appeals from the decisions of the finance department revoking or suspending any license pertaining to this chapter;
 3. To hear appeals from the decisions of the police department denying the issuance of permits pertaining to this chapter;
 4. To hear appeals from the decisions of the police department revoking or suspending an employee permit to this chapter.
 - b. The proceeding before the hearing officer shall be recorded, and all documents and other materials considered by the hearing officer shall be preserved as the record of the proceedings. The record of the proceedings shall be preserved for not less than 150 calendar days after the hearing.
 - c. Any alleged violations or misconduct levied against the appellant and scheduled for a hearing before the hearing officer shall be read completely to appellant at the commencement of the hearing, unless waived by appellant.
 - d. The hearing officer may receive evidence in support of the alleged violations or misconduct as filed against appellant. Decisions of the hearing officer are to be supported by the evidence accepted and admitted during the hearing.
 - e. The city shall bear the burden of proof. The standard of proof shall be by a preponderance of the evidence.

-
- f. The order of proof shall be as follows: The city representative shall present the case-in-chief in support of the alleged violations or misconduct; the appellant may present a case-in-chief, if desired. Each party may be allowed to present one case-in-rebuttal.
 - g. The appellant and city may be represented by counsel, may present evidence, and may examine and cross examine witnesses. Additionally, the hearing officer are permitted to question witnesses. A party is permitted no more than 15 minutes to present that party's case-in-chief; a case-in-rebuttal is permitted no more than ten minutes of presentation. Presentation of arguments and evidence may be in oral or written form, except that affidavits of individuals who are unavailable for cross examination shall not be accepted or admitted by the hearing officer nor considered by the hearing officer.
 - h. Following the presentation of evidence, the hearing officer shall issue a written decision within 30 calendar days of the date of the hearing. A copy of the decision shall be mailed, via registered or certified mail, to the parties or the parties' representatives. For the appellant, the decision shall be mailed to the address provided on the notice of appeal. Should the hearing officer fail to issue a timely decision, on the 31st day after the date of the hearing, appellant may seek review as if a decision adverse to appellant had been rendered.
 - i. The findings of the hearing officer shall be final unless a party files a petition for writ of certiorari to the county superior court within 30 calendar days of the decision of the hearing officer.

~~b. If denial of a business occupational tax certificate is based solely on zoning regulations, the appeal shall follow the procedures in section 46-1632.~~

Sec. 10-47. Promulgation of rules, regulations.

The finance department shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this article or other laws of the city and the state, or the constitution of the state or the constitution of the United States, for the administration and enforcement of the provisions of this article and the collection of the occupational tax.

Sec. 10-48. Requirement for public hearings. Reserved.

~~The city shall conduct at least one public hearing before adopting any ordinance or resolution regarding the levying of an occupation tax.~~

Sec. 10-49. - Positions not yet established. Reserved.

~~During the period of transition and start-up of the city, any duties required by this chapter to be fulfilled by an employee or officer of the city who has not been appointed or such position or agency not yet established shall be fulfilled by the city manager or the mayor's designee.~~

Secs. 10-50.—10-71. Reserved.

SECTION TWO

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to revise Section 10-520 of Article XIII of Chapter 10, thereof, which shall read in words as follows:

Sec. 10-520. - Violations.

~~(a) No business occupation tax certificate shall be issued to any owner until the owner provides the city with a code compliance certificate in the form and manner required by this article.~~

~~(b)~~ Any person who does anything prohibited or fails to do anything required by this article, upon conviction of the violation in a court of competent jurisdiction, shall be subject to fine or imprisonment in accordance with section 1-7.

~~(c)~~ An owner who knowingly furnishes or participates in furnishing a code compliance certificate to the city falsely certifying that all multifamily rental dwellings or multifamily rental units inspected are in compliance with the requirements set forth in the code compliance certificate shall be guilty of a violation of this article for each multifamily rental dwelling or multifamily rental unit for which the certification is shown to be false.

~~(d)~~ A certified building inspector who knowingly furnishes or participates in furnishing an inspection report containing false information that a multifamily rental dwelling or multifamily rental unit meets the minimum housing standards of the city as shown by the inspection report shall be guilty of a violation of this article.

SECTION THREE

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to revise Section 10-556 of Article XIII of Chapter 10, thereof, which shall read in words as follows:

Sec. 10-556. - Room requirements, equipment and services.

(a) Every operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall keep and maintain in each and every rental unit, a telephone equipped to place a direct call to 911.

(b) No operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall rent or provide a room for any number of persons greater than the sleeping accommodations provided within the particular rental unit or temporary sleeping accommodations provided by the hotel, motel, or extended-stay hotel.

(c) No operator, owner, keeper, or proprietor, patron, visitor or guest of any hotel, motel, or extended-stay hotel shall be allowed to congregate within any room or single rental unit a number of persons which is greater than two times the number of persons for whom sleeping

accommodations are provided within the single room or rental unit except when temporarily designated as a hospitality suite by the hotel, motel, or extended-stay hotel.

(d) Daily housekeeping shall be included within the standard room rate of any hotel, motel, or extended stay hotel. At a minimum, rooms must be cleaned before each new guest checks in and no less frequently than once every seven days. Each hotel, motel, and extended-stay hotel must maintain a log that documents when each room is cleaned. The log must be maintained for 120 days for extended-stay hotels and must be maintained for 30 days for hotels and motels. Any hotel, motel, or extended-stay hotel must make these records available to the city within a reasonable time upon request.

(e) The utilization of clothes-lines or other clothes-drying equipment or facilities outside of a room that are located on or are visible from the outside of a room are prohibited. Balconies and railings are not to be used for hanging towels, personal items or any other articles of clothing.

(f) ~~No occupational tax certificate shall be issued for the purpose of conducting business from a guest room of a hotel, motel, or extended-stay hotel, and no home occupation shall be conducted from such guest rooms.~~

(g) Each existing and newly constructed guest room of a hotel, motel, or extended-stay hotel in existence as of the effective date of the ordinance from which this article is derived shall, at a minimum, be brought into compliance, within three years of the date of the effective date of the ordinance from which this article is derived, with sprinkler requirements for new construction set forth in NFPA 101, 2012 edition. The fire marshal is authorized to provide notice to the building owner or agent of any hotel or dormitory that is not in compliance with NFPA 101, 2012 edition. Within 60 days of receiving such notice of noncompliance, the building owner or agent of such owner shall file an intent to comply with this requirement with the fire marshal. Unless otherwise noted, it is intended that the provisions of this section be applied to new as well as existing facilities, equipment, structures, or installations that are approved for construction or installation prior to the effective date of the ordinance from which this article is derived. Existing facilities, equipment, structures, or installations will have three years from July 23, 2018 comply with the provisions of this section. The following extensions and exemptions to this requirement may apply:

(1) Hotels, motels, or extended-stay hotels in existence as of the effective date of the ordinance from which this article is derived, may receive a two year extension for the installation of the approved supervised sprinkler system by signing an affidavit, made available to the fire marshal upon request, complying with the implementation of the following within 60 days of approval of this article.

a. No smoking allowed except in designated areas; and

b. No kitchen facilities are installed or operated within any dwelling unit. Microwaves are allowed.

(2) Automatic sprinkler protection shall not be required in buildings where all guest sleeping rooms or guest suites have a door opening directly to either of the following:

a. Outside at the street or the finished ground level;

b. Exterior exit access arranged in accordance with NFPA 101:7.5.3 in buildings three or fewer stories in height (see subsection (3) of this section).

(3) NFPA 101:7.5.3 Exterior Ways of Exit Access.

a. 7.5.3.1 Exit access shall be permitted to be by means of any exterior balcony, porch, gallery, or roof that conforms to the requirements of this chapter.

b. 7.5.3.2 The long side of the balcony, porch, gallery, or similar space shall be at least 50 percent open and shall be arranged to restrict the accumulation of smoke.

c. 7.5.3.3 Exterior exit access balconies shall be separated from the interior of the building by walls and opening protectives as required for corridors, unless the exterior exit access balcony is served by at least two remote stairs that can be accessed without any occupant traveling past an unprotected opening to reach one of the stairs, or unless dead-ends on the exterior exit access do not exceed 20 feet (6100 mm).

(h) Each new and existing guest room of a hotel, motel, or extended-stay hotel shall be equipped with a hard-wired smoke detector or smoke alarms whose device housing is tamper-resistant and is powered by a non-replaceable, non-removable energy source capable of powering the alarm for a minimum of ten years from the manufacturer's date on the device. All smoke detectors or alarms must be installed and approved by the fire marshal within 180 days after the effective date of the ordinance from which this article is derived.

(i) All new hotels, motels and extended stay hotels must have in place laundry facilities consisting of washer and dryer machines which shall be made available to patrons for a fee. This equipment shall be maintained and in good repair at all times. Laundry supplies (detergent, softener, etc.) may also be made available to patrons for a fee. Washers and dryers should be provided at a ratio of one washer and dryer for every 150 rooms. For existing hotels, motels and extended-stay hotels, Laundry equipment must be installed and in working conditions within 120 days after the effective date of the ordinance from which this article is derived.

SECTION FOUR

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION FIVE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION SIX

This ordinance shall become effective immediately upon adoption.

SO ORDAINED, this 25th day of March, 2024.

Approved:

Frank Auman, Mayor
City of Tucker

ATTEST:

Bonnie Warne, City Clerk

[SEAL]



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: John McHenry, City Manager
Date: March 25, 2024
RE: Memo for Memorandum of Agreement with GDOT for Project Oversight

Contract/Document Number: Contract C2024-03-25-MOA-GDOT

Description for on the Agenda:

- Memorandum of Agreement with the Georgia Department of Transportation for Project Oversight

Issue:

Memorandum of Agreement with GDOT for Project Oversight

Recommendation:

Staff recommends approval of this MOA.

Background:

GDOT designates an internal budget for each federally funded project to provide project oversight services. GDOT has exceeded their budget for the intersection improvement project of Hugh Howell Road @Mountain Industrial Boulevard. The engineering design on this project is nearing completion and the construction bid is scheduled to be advertised this fall.

Summary:

GDOT is requesting \$20,000 for project oversight. Failure to pay this would jeopardize the federal funding for this project.

Financial Impact:

\$10,000 will be funded from the SPLOST account for road improvements. \$10,000 will be reimbursed by the Tucker Summit CID.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

12/05/2023

PI No. 0015216, DeKalb County
CS 236/ HUGH HOWELL ROAD @ SR 8 CONNN

The Honorable Frank Auman
DeKalb County
1975 Lakeside Parkway Suite 350
Tucker, GA 30084
Attention: Ken Hildebrandt, City of Tucker

Dear Mayor Auman:

Attached is the Memorandum of Agreement (MOA) detailing Preliminary Engineering Oversight commitments for City of Tucker for the above referenced project.

PE Funds on this project have been depleted. We would like to request \$20,000.00 for PE Oversight to get this project through letting.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, City of Tucker will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file. Any additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Timothy McDowell, at (404) 631-1526.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

car

KWN:CAR:CCB:TDM
Attachment(s)

cc: Albert V. Shelby, III, Director of Program Delivery
Paul DeNard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Attn: Joshua Higgins, District 7 Planning & Programming Liaison

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
City of Tucker
FOR
PRELIMINARY ENGINEERING**

This Memorandum of Agreement is made and entered into this _____ (the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called “GDOT”), and *City of Tucker*, acting by and through its Mayor and City Council or Board of Commissioners (hereinafter called the “LOCAL GOVERNMENT”).

WHEREAS, PI No. 0015216, *CS 236/HUGH HOWELL ROAD @ SR 8 CONN* (hereinafter called “PROJECT”) has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund the DEPARTMENT expenses associated with Preliminary Engineering Oversight (hereinafter called “PE Oversight”) for the PROJECT; and

WHEREAS, PE Oversight funds will be used to fund staff hours and any other associated expenses incurred by any DEPARTMENT employee working on the PROJECT; and

WHEREAS, the estimated amount for the Preliminary Engineering Oversight is **Twenty thousand dollars and 00/100 (\$20,000.00)**; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of **Twenty thousand dollars and 00/100 (\$20,000.00)**; to the DEPARTMENT within thirty (30) days of the effective date of this Agreement (briefly describe the scope of work) and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received “LAP Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP)

Certification Committee has reviewed, confirmed and approved the certification for the LOCAL GOVERNMENT to develop this PROJECT within the scope of its certification using the DEPARTMENT'S Local Administered Project Manual procedures.

2. In accordance with the DEPARTMENT's Policy 3150-1 - Preliminary Engineering (PE) Oversight Funding Structure for Non-GDOT Sponsored Projects, the LOCAL GOVERNMENT shall contribute to the PROJECT by funding all portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as "PE". This includes but is not limited to PE Oversight. The DEPARTMENT shall not contribute any funding for PE or PE Oversight.

3. PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT

- a. Subject to the provisions of this section, the LOCAL GOVERNMENT will be responsible for providing payment of **Twenty thousand dollars and 00/100 (\$20,000.00)**; to the DEPARTMENT within thirty (30) days after the effective date of this Agreement.
- b. **All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:**

**For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764**

**For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007**

- c. The DEPARTMENT reserves the right to request additional funds from the LOCAL GOVERNMENT for PE Oversight, such additional funds to be determined by the DEPARTMENT. If, as determined by the DEPARTMENT, at any time the PE Oversight funds are depleted within \$5,000 of the remaining PE Oversight balance and PROJECT activities and tasks are still outstanding, the LOCAL GOVERNMENT shall, upon request, make additional payment to the DEPARTMENT. The payment shall be determined by prorating the percentage complete and calculating the balance required to complete stated activities. Until such time as applicable requested additional PE Oversight is received, the DEPARTMENT shall not conduct further project activities.
- d. If there is an unused balance after completion of all tasks and phases of the PROJECT, then pending a final audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.

4. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program. Furthermore, all parties shall adhere to the detailed PROJECT schedule as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.
6. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right, where applicable, to delay the PROJECT's implementation until funds can be re-identified for PE, right of way, utility, or construction phases, as applicable.
7. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP Manual, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.
8. COMPLIANCE WITH APPLICABLE LAWS
 - a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
 - b. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.
 - c. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

- d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
 - e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
 - f. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with Official Code of Georgia Annotated Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
 - g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”), Appendix C.
 - h. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.
 - i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.
9. The Parties acknowledge that the following Appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Appendix A - Certification of Local Government Drug Free Workplace

Appendix B - Certification of Compliances

Appendix C – Certification of The Georgia Department of Transportation

Appendix D – Certification of The Local Government

Appendix E – Georgia Security and Immigration Compliance Act (E-verify)

Attachment A – Scope of Work (General Description of Work to be Performed)

10. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.
11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
12. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
13. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
14. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

GEORGIA DEPARTMENT OF
TRANSPORTATION

CITY OF TUCKER, Georgia

BY: _____
Commissioner

BY: _____ (Seal)
Name and Title

Attest:

Treasurer

Signed, sealed and delivered this _____ day of
_____, 20____, in the presence
of:

Witness

Notary Public

This Agreement, approved by
CITY OF TUCKER, the _____ day of
_____, 20____.

Attest

Name and Title

FEIN: _____

APPENDIX A
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

APPENDIX B

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, have been complied with throughout the contract period.

Date

Signature

APPENDIX C

CERTIFICATION OF THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or , any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX D

CERTIFICATION OF CITY OF TUCKER

STATE OF GEORGIA

I hereby certify that I am the Mayor of the City of Tucker in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

CITY OF TUCKER, Frank Auman

Name: _____

Title: _____

APPENDIX E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0015216 CS 236/HUGH HOWELL ROAD @ SR 8 CONN
Sponsor's Name:	CITY OF TUCKER
Sponsor's Address:	1975 Lakeside Parkway Suite 350A Tucker, GA 30084

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
Authorization (EEV/E-Verify Company Identification Number)

Date of

City of Tucker

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

ATTACHMENT A

SCOPE OF WORK

RESERVED

Preconstruction Status Report

PI NUMBER: 0015216 **CS 236/HUGH HOWELL ROAD @ SR 8 CONN**
COUNTY: DeKalb **SPONSOR:** Tucker **MEASURE:** E
LENGTH(MI): 0.40 **MPO:** Atlanta TMA **DESIGN FIRM:** Lowe Engineers, LLC
PROJ NO: **TIP#:** **PRIORITY CD:** **LIGHTING TYP:** None
PROJ MGR: McDowell, Timothy **MODEL YR:** **DOT DIST:** 7
Darris **CONG. DIST:** 004
CAR **ENV DOC TYPE:** GEPA
AOHD INITIALS: **TYPE WORK:** Operational **ENV CONSULTANT:** Edwards-Pitman
Improvement **Environmental, Inc.**
OFFICE: Program Delivery **CONCEPT:** **COMPLETE STREETS:**
CONSULTANT: Local Design, Local **PROG TYPE:** **SUFF:**
PE funds **abilitation**

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
6/8/20	6/22/21	Concept Development Summary	6/8/20	6/22/21	6/8/20	6/22/21	100
6/29/20	1/28/22	Environmental Activity Summary (11412 through 18100)	9/14/20	2/13/24	9/14/20		85
6/29/20	6/22/21	Environmental Resource Identification Summary	7/7/20	6/22/21	7/7/20	6/22/21	100
1/27/21	5/20/21	Database Summary	10/30/20	5/20/21	10/30/20	5/20/21	100
3/16/21	3/16/21	PM Submit Concept Report	3/16/21	3/16/21	3/16/21	3/16/21	100
5/20/21	5/20/21	Management Concept Approval Complete	5/12/21	5/12/21	5/12/21	5/12/21	100
5/21/21	11/10/21	Preliminary Roadway Plans (consultant design)	5/21/21	2/16/22	5/21/21	2/16/22	100
7/6/21	3/25/22	Soil Survey Summary	11/20/23	7/30/24			0
10/14/21	10/14/21	Public Information Open House Held	8/10/22	8/10/22	8/10/22	8/10/22	100
3/28/22	3/28/22	PFPR Inspection	4/13/22	4/13/22	4/13/22	4/13/22	100
5/18/22	10/7/22	Final Construction Plans	5/18/22	12/31/24	5/18/22		0
5/18/22	6/8/22	ROW Plans Preparation	5/18/22	6/8/22	5/18/22	6/8/22	100
5/19/22	6/6/22	L & D Approval	8/30/22	9/15/22	8/30/22	9/15/22	100
6/9/22	8/4/22	ROW Plans Final Approval	6/13/22	11/18/22	6/13/22	11/18/22	100
8/11/22	8/21/23	ROW Acquisition Summary	12/15/22	7/22/25	12/15/22		42
8/11/22	8/11/22	ROW Authorization	12/15/22	12/15/22	12/15/22	12/15/22	100
12/27/22	12/27/22	FFPR Inspection	7/6/23	7/6/23	7/6/23	7/6/23	100
9/5/23	9/5/23	Submit Final Plans	8/5/25	8/5/25			0

Bridge : DDF 4/11/22 LOWE - SR 236 WALLS
Design : Ken Hildebrandt, P.E., PTOE City Engineer M: 770.865.5645 E: khildebrandt@tuckerga.gov
Richard Meehan, PE
richard.meehan@loweengineers.com
O 770.857.8434
EIS : SF | On Sched MGMT Sept24 LET | Will CERT by 11wk 30June24 | SF- no doc | Kobe/Glazer 18Oct23
Engr Services : KYP cost estimate update: CST/ROW/UTL received 12/2/21; returned markups to PM 12/13/21, CST rcvd 3/1/22; rtn markups to PM 3/10/22. CST v2 rcvd 3/16/22; rtn to PM 3/21/22. CST V3 rcvd 2/8/23; sub for apv 2/15/23.
WDT: 09MAR2022 rec'd PFPR request, Email PFPR scheduled for 13APR2022. 20APR2022 dist PFPR report, 06JUL2022 accepted PFPR Responses, WDT: 05JUN2023 rec'd FFPR request, AAG: Sent out FFPR report on 10JULY2023. AAG: Accepted FFPR responses on 19OCT2023.
LGPA : LETTER SENT IN-LIEU OF PFA TO CITY OF TUCKER 11-25-19.
Programming : CHANGED TO STATE FUNDED OPERATIONS PROGRAM 1-14-2019|PE 1625 10-2021|PE 1625 4-2022|RW NTP 12-15-2022
ROW : ASU/Per PM LOC Acq FJW 3-21-22;Concur 15 Mos FJW 5-8-20;15 Mos 5 parcels/possible impacts to Wells Fargo parking lot FJW 3-10-20;NTP issued 12/15/22 ps;Locals behind on pre-acquisition trr;
Traffic Op : OTO Working on scope & local coordination, Proposed CST funding year shift to 2022. Locals to cover PE, ROW and UTL funds.Transition to OPD once scope solidified and Locals secure PE funds. (NEN,05/09/19). Per OH request transitioned to OPD on 08/16/19. (NEN, 08/21/2019, Concurred initial & revised sch, on 3/16 and 4/14/20 :proposed let 09/23; CST FY24.(NEN, 4/14/20)
Utility : GM:7/29/2022:On Schedule | NOT READY TO CERTIFY | Need local Let Cert Package due 7/5/2023, Cert due 8/30/2023 | Need GUPS Permits | FFPR not held | UE for the project changed to Willie Simmons on 7/29/2022 WLS 10/31/22 FFPR not held

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2021	2021			\$80,000.00	HB170	AUTHORIZED	1/21/21
PE	2020	2020			\$80,000.00	LOC	AUTHORIZED	1/21/21
ROW	2023	2023			\$238,506.00	LOC	AUTHORIZED	
CST	2025	2025			\$1,529,427.36	HB170	PRECST	
UTL	2025	2025			\$29,920.00	LOC	PRECST	

COST EST AMTS			STIP AMOUNTS		
PE	\$160,000.00	1/19/21	Activity	Cost	Fund
ROW	\$238,506.00		PE	\$0.00	HB170
CST	\$1,470,037.83	2/16/23	PE	\$0.00	LOC
UTL	\$29,920.00		ROW	\$238,506.00	LOC
			CST	\$747,998.00	HB170
			UTL	\$29,920.00	LOC

Project Manager

Scope: Good
Concept Valid
-Improvements to the intersection of Mountain Industrial Blvd and Hugh Howell Road (Adding Turn Lanes)
Schedule: On B/L
-Next Milestone: PM Submit Final Plans
Risk/Issue: N/A
Budget:
-Inhouse: allotment \$507
-Contract: 0
~UTL V1 Cost Est \$29,920, Submitted to ENGSRV 9/22/23.
~CST V2 Cost Est \$1,695,482.80. In OPD review.
~An additional \$20k PE Funds needed

Charge# 0015216-PE
TDM 11/6/23

Pre Parcel CT	10	Total Parcel in ROW System:	7	Cond Field:	0	Acquired by:	LOC	DEEDS CT:	1
Under Review	0	Options Pending:	1	Relocations:	0	Acquisition MGR:	Sewell, Pam (LOC)		
Released	7	Condemnations – Pend:	0	Acquired:	1	ROW Cert Date:			

**Georgia Department of Transportation
Project Financial Report (PFR)**

Processed Date: Nov-21-2023 01:52:11 PM

Project: 0015216

Description:	CS 236/HUGH HOWELL ROAD @ SR 8 CONN
Project Manager Name:	McDowell, Timothy Darris
Office:	Program Delivery
Counties:	DeKalb
Congressional Districts:	004

Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
CST	\$1,333,303.76	\$1,470,037.83	\$136,734.07	10.26%	Feb-15-2023	Feb-15-2023
TOTALS:	\$1,333,303.76	\$1,470,037.83	\$136,734.07	10.26%		

Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	HB170	PRECST	\$0.00	\$0.00	\$1,529,427.36	\$0.00	\$0.00
		CST Subtotal:	\$0.00	\$0.00	\$1,529,427.36	\$0.00	\$1,529,427.36
PE	HB170	AUTHORIZED	\$0.00	\$0.00	(\$80,000.00)	\$0.00	(\$80,000.00)
		PE Subtotal:	\$0.00	\$0.00	(\$80,000.00)	\$0.00	(\$80,000.00)
UTL	LOC	PRECST	\$0.00	\$0.00	\$0.00	\$29,920.00	\$0.00
		UTL Subtotal:	\$0.00	\$0.00	\$0.00	\$29,920.00	\$29,920.00
		TOTALS:	\$0.00	\$0.00	\$1,449,427.36	\$29,920.00	\$1,479,347.36

Project Accounting

Page 1 of 2

The information contained in this File/Report is the property of GDOT and may not be released to any other party without the written consent of the Data Custodian. Please dispose of this information by shredding or other confidential method. *Please contact the Office of Financial Management for incorrect data. **Non-capital contracts and contracts funded using Overhead Funds are allotted in the INHOUSE/OVERHEAD/GENERAL FUNDS section.

**Georgia Department of Transportation
Project Financial Report (PFR)**

Processed Date: Nov-21-2023 01:52:11 PM

	CONTINGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
Activity	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
PE	\$.00	\$.00	\$.00	\$.00	\$.00	\$80,000.00	\$146.21	\$80,188.76	(\$334.97)
TOTALS:	\$.00	\$.00	\$.00	\$.00	\$.00	\$80,000.00	\$146.21	\$80,188.76	(\$334.97)

Project Accounting Summary

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
PE	\$80,000.00	\$146.21	\$80,188.76	(\$334.97)	100.24%	Nov-30-2023
TOTALS:	\$80,000.00	\$146.21	\$80,188.76	(\$334.97)	100.24%	



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: John McHenry, City Manager
Date: March 25, 2024
RE: Memo for Memorandum of Agreement with the Tucker Summit CID for Project Oversight

Contract/Document Number: Contract C2024-03-25-MOA-TSCID

Description for on the Agenda:

- Memorandum of Agreement with the Tucker Summit Community Improvement District for Project Oversight

Issue:

Memorandum of Agreement with the Tucker Summit CID for Project Oversight

Recommendation:

Staff recommends approval of this MOA.

Background:

GDOT designates an internal budget for each federally funded project to provide project oversight services. GDOT has exceeded their budget for the intersection improvement project of Hugh Howell Road @Mountain Industrial Boulevard. The engineering design on this project is nearing completion and the construction bid is scheduled to be advertised this fall.

Summary:

GDOT is requesting \$20,000 for project oversight. The Tucker Summit CID will reimburse the city for half of this.

Financial Impact:

\$10,000 will be funded from the SPLOST account for road improvements. \$10,000 will be reimbursed by the Tucker Summit CID.

STATE OF GEORGIA

CITY OF TUCKER

AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into effective the date last signed below, by and between the **CITY OF TUCKER**, a municipal corporation of the State of Georgia, (hereinafter referred to as the "City") and the **TUCKER SUMMIT COMMUNITY IMPROVEMENT DISTRICT** (hereinafter referred to as the "CID").

WHEREAS, the intersection of Hugh Howell Road and Mountain Industrial Boulevard lies within the boundaries of both the City and the CID (hereinafter referred to as the "Project"); and

WHEREAS, PI No. 0015216, *CS236/HUGH HOWELL ROAD @ SR 8 CONN* is included in the Statewide Transportation Improvement Plan and the City of Tucker Transportation Master Plan; and

WHEREAS, the City and CID desire for transportation improvements to be designed and constructed for the Project which will at a minimum include the following components: dual left turn lanes in the northbound and southbound directions from Mountain Industrial Boulevard onto Hugh Howell Road, an eastbound right turn lane from Hugh Howell Road onto Mountain Industrial Boulevard, sidewalk connections, traffic signal modifications, and other traffic enhancements to improve traffic safety and operations; and

WHEREAS, the Georgia Department of Transportation (hereinafter referred to as "GDOT") validated the need for improvements for the Project and agreed to fund up to \$747,998 of the cost of construction of the Project;

WHEREAS, the CID has funded \$50,000 of the Preliminary Engineering, with the remainder being funded by the City of Tucker;

WHEREAS, the GDOT policy requires, and the City has agreed, that the City shall fund the GDOT expenses associated with Preliminary Engineering Oversight (hereinafter called "PE Oversight") for the PROJECT; and

WHEREAS, PE Oversight funds will be used to fund staff hours and any other associated expenses incurred by any GDOT employee working on the PROJECT; and

WHEREAS, the estimated amount for the Preliminary Engineering Oversight is Twenty thousand dollars and 00/100 (\$20,000.00);

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the receipt and sufficiency of which are hereby acknowledged, the City and the CID agree as follows:

1. The CID shall pay \$10,000 (50%) to the City of Tucker for the cost of the PE Oversight required by GDOT. The CID shall remit payment within 30 days of receiving an invoice from the City.

WHEREFORE, the parties have caused this Agreement to be executed under seal by authorized representatives of each entity effective on the day and year above set forth.

ATTEST:

CITY OF TUCKER, GEORGIA

CITY CLERK BONNIE WARNE

MAYOR FRANK AUMAN

Date: _____

**TUCKER SUMMIT COMMUNITY IMPROVEMENT
DISTRICT**

PRESIDENT EMORY MORSBERGER

Date: _____



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: John McHenry, City Manager
Date: March 25, 2024
RE: Memo for Contract Amendment for Engineering Design on Hugh Howell Road Trail Phase 2

Contract/Document Number: TO-2023-2022-018-CE2307-AMD-01

Description for on the Agenda:

- Contract TO-2023-2022-018-CE2307-AMD-01 Amendment for Engineering Design on Hugh Howell Road Trail Phase 2

Issue:

Contract Amendment for Engineering Design on Hugh Howell Road Trail Phase 2

Recommendation:

Staff recommends that this contract amendment be approved.

Background:

The Hugh Howell Road sidepath extension is under design from Marthasville Court to Stratmor Drive. Once utility conflicts are resolved, construction should be advertised for bid this summer.

Summary:

After completing a Subsurface Utility Engineering survey, it was discovered that there are more utilities along Hugh Howell Road than anticipated. These utilities were in conflict with the trail construction. Coordination with utility companies were required resulting in necessary plan amendments. Additionally, after staff had discussions with affected property owners and obtained construction easements, plan revisions were required to accommodate their concerns. Finally, recently adopted internal policy on stormwater design required a detailed hydrology study to be performed.

Financial Impact:

\$52,165 will be funded from the SPLOST sidewalk / trail account – SP24004 (GL #320-4224-54.14000).



CONTRACT AMENDMENT AGREEMENT

TO-2023-2022-018-CE2307-AMD-01

Task Order #1 Hugh Howell Road Trail Design Phase 2

This CONTRACT AMENDMENT AGREEMENT (“Amendment”) is dated this ____ day of _____, in the year 2024 (the “effective Date”), by and between the City of Tucker, GA located at 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084, and THOMAS AND HUTTON.

WHEREAS, the Parties entered into Contract Agreement TO-2023-2022-018-CE2307 (“Original Contract”) on January 12, 2023; and

WHEREAS, the Parties hereby agree to amend the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

- * The Parties agree to amend the Original Contract, which is attached hereto as Attachment B so that the Scope of Work includes the additional work that has been added to the project in accordance with the Revised Scope and Cost Proposal attached hereto as Attachment A.
- * The Parties agree to amend the Original Contract so that the Not to Exceed amount is increased to \$157,865.00 in accordance with the Revised Scope and Cost Proposal attached hereto as Attachment A
- * This Amendment binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

ATTACHMENT A: Revised Scope and Cost Proposal

ATTACHMENT B: Original Contract

This agreement shall be signed by:

City of Tucker

Name

Title

Date SEAL

Approved as to form:

Ted Baggett, City Attorney

Thomas and Hutton

Name

Title

Date



5074 BRISTOL INDUSTRIAL WAY, SUITE A
 BUFORD, GA 30518 | 770.271.2868
 WWW.THOMASANDHUTTON.COM

March 13, 2024

Mr. Ken Hildebrandt, PE, PTOE
 City Engineer
 City of Tucker
 4228 First Avenue
 Tucker, Georgia 30084
KHildebrandt@Tuckerga.gov

Re: Hugh Howell Road Trail Phase 2
 Sections 1 and 2
 City of Tucker, Georgia
 Contract Amendment No. 1

Dear Ken,

As we discussed, utility coordination and associated plans revisions, as well as right-of-way plan revisions and MS4 Compliance were not included in our current Task Order (No. 1). To keep the project moving and minimize delays, Thomas & Hutton continued with these services so it can move to construction as quickly as possible. To provide the additional scope of work specified, we request a modification to our original contract with the fee and scope changes as outlined below.

Subsurface Utility Engineering (SUE) QL-A Coordination and Construction Plan Revisions

- Coordinate with a third party under contract with the City regarding needs for SUE QL-A services, including project coordination and management, supplying plans and electronic files, and discuss pre and post SUE services and results.
- Update the construction plans and cross-sections with SUE QL-A data.
- Revised drainage design, profiles, drainage area map and calculations.
- Considerable construction plan revisions to minimize or eliminate utility conflicts.
- Revise retaining wall plan and profile and cross-sections.
- Research "unknown utility" and determine its potential impacts within Section 2.
- Update associated plan quantities.

Fee for SUE QL-A Coordination = 45 hours @ \$205/hr.; 2 hours @ \$215/hr. = \$9,655.00

Right-of-Way Plan Revisions

- Quantity and construction plan revisions to Parcel 9 as requested during right-of-way negotiations.

Fee for Right-of-Way Revisions = 10 hours @ 205/hr. = \$2,050.00

Utility Coordination and Construction Plan Revisions

- Contact 811 and set up a design ticket to notify utility owners within the corridor.
- Set up FTP site for utility company file transfer tasks.
- Prepare utility coordination letter.
- Utility coordination with 11 utility owners within each project corridor. This task required more coordination than normal due to lack of or delayed responses from utility owners. What is normally a 60 to 70 day process is now approaching 5 months.
- Update plans to incorporate utility relocations supplied by utility owners.
- Additional construction plan revisions to minimize or eliminate utility conflicts.

Fee for Utility Coordination = 90 hours @ \$205/hr., 16 hours @ \$115/hr.; 4 hours @ \$215/hr. = \$21,150.00

MS4 Compliance per City of Tucker Stormwater Feasibility Program

- Section 1- Project Level Exclusion. Prepare a certified narrative report from the project design professional stating the purpose of the project is limited to a safety improvement project where Section 1 is not connected to Section 2, and the individual site disturbs less than one acre.
- Section 2 – Evaluate 5 outfalls for the applicability of an Outfall Level Exclusion or BMP Infeasibilities. We expect the BMP Infeasibilities to be considered will include 10% of the Project Costs and Site Limitations due to existing utilities.
- No environmental study is available; therefore, consideration will be given to locating the BMP's within the existing right-of-way.
- Incorporate gutter spread calculations into the Post-Construction Stormwater Management Report.
- Prepare a Post-Construction Stormwater Management Report for review and approval by the City of Tucker and address applicable comments.

Fee for MS4 Compliance = 90 hours @ \$205/hr., 4 hours @ \$215/hr. = \$19,310.00

TOTAL AMOUNT CONTRACT AMENDMENT No. 1 = \$52,165.00

We appreciate this opportunity to be of service to you on this project. Should you have any questions or need further information, please do not hesitate to contact us.

Respectfully,

THOMAS & HUTTON ENGINEERING CO.

By 

Principal/Project Manager

Hugh Howell Road Trail - Phase 2				
City of Tucker				
TH Project No. 30603.0000				
Thomas & Hutton				
<i>SUE Coordination, Right-of-Way Plan Revisions, and Utility Coordination</i>				
Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal In Charge	0.0	\$240.00	\$0.00	
Project Manager	10.0	\$215.00	\$2,150.00	
Senior Engineer	235.0	\$205.00	\$48,175.00	
Engineer	0.0	\$185.00	\$0.00	
Admin.	16.0	\$115.00	\$1,840.00	
Landscape Architect	0.0	\$185.00	\$0.00	
Field Technician	0.0	\$140.00	\$0.00	
Survey Manager	0.0	\$190.00	\$0.00	
2P Survey Crew	0.0	\$175.00	\$0.00	
Subtotal				\$52,165.00
Total Direct Labor				\$52,165.00
Overhead (Indirect Cost on Labor Above)				0.00%
Labor X Overhead Rate = Overhead Cost (\$)				\$0
Total Direct Labor Plus Overhead				\$52,165.00
Other Direct Costs				
Mail / Fedex / Courier	0	Trips @	\$60.00	\$0
Reproduction	0	Sheets @	\$1.50	\$0
Mileage	0	Miles @	\$0.55	\$0
Subconsultants				
Total Direct Costs				\$0
Total Estimated Cost				\$52,165.00
Profit				0%
Contract Proposal				\$52,165.00

**SUE Coordination, Right-of-Way Plan Revisions, and Utility Coordination**

TASK	Hours to Complete								
	Principal In Charge	Project Manager	Senior Engineer	Engineer	Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew
SUE QL-A COORDINATION									
Coordinate with 3rd Party SUE consultant		1	5						
Update construction plans and cross-sections with SUE QL-A data			8						
Revise drainage design, profiles, drainage area map, and calculations			5						
Construction plan revisions to minimize utility conflicts			12						
Revise retaining wall plan, profile, and cross-sections			6						
Research "Unknown Utility"			2						
Update plan quantities			3						
QC and address comments		1	4						
Sub-Total Hours:	0	2	45	0	0	0	0	0	0
RIGHT-OF-WAY PLAN REVISIONS									
Quantity and construction plan revisions to Parcel 9			10						
Sub-Total Hours:	0	0	10	0	0	0	0	0	0
UTILITY COORDINATION AND PLAN REVISIONS									
Contact 811 and set up design ticket			4		4				
Set up ftp site for utility company transfer tasks			4		4				
Prepare utility coordination letter and deliver			2		2				
Utility coordination tasks with 11 utility owners		4	27		6				
Update plans based on utility company mark-ups			35						
Construction plan revisions to minimize or eliminate utility impacts			18						
Sub-Total Hours:	0	4	90	0	16	0	0	0	0

**SUE Coordination, Right-of-Way Plan Revisions, and Utility Coordination**

TASK	Hours to Complete								
	Principal In Charge	Project Manager	Senior Engineer	Engineer	Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew
MS4 COMPLIANCE									
Section 1 Project Level Exclusion documentation and site visit		1	8						
Section 2 - Evaluate 5 outfalls		1	32						
Incorporate gutterspread calculations into report			6						
Prepare Post Construction Stormwater Management Report			32						
QC Report and address review comments		2	12						
Sub-Total Hours:	0	4	90	0	0	0	0	0	0
Total:	0	10	235	0	16	0	0	0	0



**PROFESSIONAL ENGINEERING SERVICES
CONTRACT AGREEMENT (RFQ #2022-018)
TASK ORDER #01
HUGH HOWELL ROAD TRAIL PHASE 2**

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFQ #2022-018), and shall serve as authorization by the City of Tucker to THOMAS AND HUTTON ("CONSULTANT") to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFQ #2022-018). Now therefore, the parties agree as follows:

Location of Project:

Section 1: From the end of the existing 10-foot trail in front of Hugh Howell Marketplace to the existing 10-foot trail at Smoke Rise Elementary School (approximately 720 L.F.)

Section 2: From Marthasville Court to Stratmor Drive (approximately 1,920 L.F.)

Description of Services: The services to be performed by the CONSULTANT pursuant to this TASK ORDER (the "WORK"), include, but are not limited, to the following:

Preparation of a survey database, final construction and right-of-way plans, and Subsurface Utility Engineering (SUE) Quality Level B (Non-GDOT Submittal) for each section/location.

CONSULTANT Deliverables to CITY

- All electronic documents, project files, cad files, electronic files, and permits associated with this project

Design Specifications and Guidelines: The database preparation and concept plans will be performed on an hourly basis utilizing the previously approved rates from RFQ #2022-018 with a Not to Exceed amount as follows:

Section 1 Not to Exceed Fee	\$ 33,555.00
Section 2 Not to Exceed Fee	\$ 72,145.00
Total Not to Exceed Fee	<u>\$105,700.00</u>

This TASK ORDER is subject to the terms and conditions of the original CONTRACT AGREEMENT (RFQ #2022-018) as well as the mutual covenants contained herein.

General Scope of Service: The WORK under this TASK ORDER is to be commenced upon receipt of "Notice to Proceed" (NTP). The WORK will be completed within 180 calendar days after Notice to Proceed.

The CONSULTANT shall prepare a schedule showing milestone completion dates based on completing the WORK within 30 calendar days (hereinafter referred to as the "Schedule for Completion"), excluding City review time. The Schedule for Completion will be revised to reflect the actual NTP date and will be updated as required throughout the project duration.

Every 30 days commencing with the execution of the TASK ORDER, the CONSULTANT shall submit a report which shall include, but not be limited to, a narrative describing actual work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (hereinafter referred to as "Narrative Report"). Such report shall also include an indication of the number of hours of work completed by CONSULTANT in each of the job rate categories included in the CONTRACT AGREEMENT (RFQ #2022-018). No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

The CONSULTANT shall coordinate and attend periodic meetings with the CITY regarding the status of the TASK ORDER. The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings. The CONSULTANT shall accomplish all of the pre-construction activities for the TASK ORDER as part of the WORK. The pre-construction activities shall be accomplished in accordance with the all local codes and ordinances (where applicable), the applicable guidelines of the American Association of State Highway and Transportation Officials (AASHTO), current edition, the GDOT's Standard Specifications Construction of Roads and Bridges, current edition, the Manual on Uniform Traffic Control Devices (MUTCD), current edition, TASK ORDER schedules, and applicable guidelines of the Georgia Department of Transportation.

The CONSULTANT agrees that all reports, plans, drawings studies, specifications, estimates, maps, computations, computer diskettes and printouts and any other data prepared under the terms of this TASK ORDER shall become the property of the City. This data shall be organized, indexed, bound and delivered to the City no later than the advertisement of the PROJECT for letting. The City shall have the right to use this material without restriction or limitation and without compensation to the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONSULTANT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONSULTANT shall also

be responsible for any claim, damage, loss or expense resulting from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

For each "Phase" enumerated in "Design Specifications and Guidelines," the fees shall be paid for such phase as provided however, CONSULTANT agrees that fees are earned pursuant to the WORK performed, which in no event shall exceed the amount set forth in the attached Fee Schedule and which hourly rate shall in no event exceed that provided in the Contract Agreement. Accordingly, invoices shall be submitted pursuant to completion of the Work performed based upon percentage completion of the relevant Phase.

If the City in good faith determines that the CONSULTANT has failed to perform or deliver any service or product as required, the CONSULTANT shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the CONSULTANT'S compensation which represents payment for services or products that were not performed or delivered. To the extent that the CONSULTANT'S failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to CONSULTANT. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract. In the event that the CONSULTANT owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the CONSULTANT in the City's sole discretion.

Attachments:

- Thomas and Hutton: Scope of Work and Fee Proposal

CONSULTANT:

CITY:

By: [Signature]

By: [Signature]

Title: Principal/Project Manager

Title: Mayor

Name: James C. Garrison, III, P.E.

Name: Frank Auman

Date: January 12, 2023

Date: _____

Attest: [Signature]
Bonnie Warne, City Clerk



Approved as to form:
[Signature]
Ted Baggett, City Attorney



5074 BRISTOL INDUSTRIAL WAY, SUITE A
BUFORD, GA 30518 | 770.271.2868
WWW.THOMASANDHUTTON.COM

January 3, 2023

Mr. Ken Hildebrandt, PE, PTOE
City Engineer
City of Tucker
4228 First Avenue
Tucker, Georgia 30084
KHildebrandt@Tuckerga.gov

Re: Hugh Howell Road Trail Phase 2
Sections 1 and 2
City of Tucker, Georgia
Letter Agreement for Services

Dear Mr. Hildebrandt:

Thank you for requesting our land surveying and engineering services for the design of approximately 2,640 linear feet of sidewalk along the northern side of Hugh Howell Road for the sections listed below. This project will be locally funded.

Section 1: From the end of the existing 10-foot trail in front of Hugh Howell Marketplace to the existing 10-foot trail at Smoke Rise Elementary School (approximately 720 L.F.)

Section 2: From Marthasville Court to Stratmor Drive (approximately 1,920 L.F.)

Our services will consist of the preparation of a survey database, final construction and right-of-way plans, and Subsurface Utility Engineering (SUE) Quality Level B (Non-GDOT Submittal) for each location, as set forth in the supplemental exhibits attached hereto, and such additional services as you may request during the course of the Project. We understand that you will furnish Thomas & Hutton with full information as to your requirements, including any special or extraordinary considerations for the Project and will make all pertinent existing data available to us.

Payment for our services will be as described in our contract with the City of Tucker. Please reference the task list and manhour breakdown for development of professional fees.

Section 1:

<u>Task</u>	<u>Fee Structure</u>	<u>Estimated Fee</u>
Survey Database:	Hourly Estimate	\$ 9,195.00
Final Construction Plans:	Hourly Estimate	\$ 24,360.00
		<u>Estimated Fee: \$33,555.00</u>

Section 2:

<u>Task</u>	<u>Fee Structure</u>	<u>Estimated Fee</u>
Survey Database:	Hourly Estimate	\$ 19,795.00
Final Construction Plans:	Hourly Estimate	\$ 52,350.00
		<u>Estimated Fee: \$72,145.00</u>

Mr. Ken Hildebrandt, PE, PTOE
City of Tucker
Letter Agreement for Services
January 3, 2023
Page 2

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through completion.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall project cost or construction cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we will submit to you our opinions as to the probable Construction Cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

This proposal between the City of Tucker ("Client"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, the contract for RFQ 22-018 On-Call Engineering Services, and this Letter Agreement, represents the entire understanding between Client and Thomas & Hutton with respect to the Project. This Letter Agreement may only be modified if completed in writing and signed by both parties.

Thomas & Hutton will begin work on this Project upon receipt of a Notice to Proceed.

We appreciate the opportunity to prepare this proposal and look forward to working with you on this project.

Respectfully,

THOMAS & HUTTON ENGINEERING CO.

By 
James C. Garrison, III, P.E., LEED AP® BD+C
Principal/Project Manager

JCG/jcg

Enclosures: Scope of Services

SCOPE OF SERVICES

1. SCOPE OF SERVICES

A. Survey Database

Consultant will provide the following services based on the proposed 10-foot trail being located along the northern side of Hugh Howell Road. The proposed survey corridors are as follows:

Section 1: North side of Hugh Howell Road. Corridor width of approximately 55-feet from the existing centerline of Hugh Howell Road from the end of the existing 10-foot trail in front of Hugh Howell Marketplace to the existing 10-foot trail at Smoke Rise Elementary School (approximately 720 L.F.)

Section 2: North side of Hugh Howell Road. Corridor width of approximately 55-feet from the existing centerline of Hugh Howell Road from Marthasville Court to Stratmor Drive (approximately 1,920 L.F.)

1. Topographic Survey and Utility Location

A field-run topographic survey will be prepared for database development. The following tasks will be provided:

- 1) Establish Survey Control.
- 2) Provide property research for adjoining owners.
- 3) Field-run topographic survey for the project corridor. Data collected shall be sufficient for a 1-foot contour interval.
- 4) Field survey visible planimetric features including existing edge of pavements, centerline of roads, curb and gutters, sidewalks, signs, etc.
- 5) Field survey existing storm drainage systems (types, sizes, inverts, and end treatments) located within the survey corridor.
- 6) Field survey for front property evidence.
- 7) Develop a Digital Terrain Model (DTM) in electronic format.
- 8) Prepare property database in electronic format.
- 9) Survey above ground utility features including poles, risers, boxes, valves, manholes, etc.
- 10) Provide Subsurface Utility Engineering (SUE) Quality Level B (Non-GDOT Format) within each project corridor.
- 11) Depict utility pole connectivity.
- 12) Depict sanitary sewer and storm drain connectivity.

2. Property Database

Surveyor will prepare a property database for the existing parcels within the project limits (up to 14 parcels). Property resolution will be by deed/plat research and location of front property evidence (if present). Boundary surveys for right-of-way acquisition (non-GDOT format) are not a part of the scope of work.

B. Construction Plans

Consultant will prepare Construction Plans as described below.

- 1) Provide Construction Plans based on the approved project descriptions for Sections 1 and 2. These plans include the following:
 - a) Prepare Typical Section for the proposed trail as follows: 10-foot wide trail with a 5-foot grassed strip/buffer from the edge of the existing curb and gutter and one-foot beyond the edge of the trail to the shoulder break point.

Please note for Section 1 we anticipate the City will request the replacement of the existing granite curbing with concrete curb and gutter. This will correct the substandard curb reveal due to previous overlay(s) of Hugh Howell Road.

Section 2 will incorporate 30-inch concrete curb and gutter.
 - b) Utility Plans based on SUE Level B data collected.
 - c) Erosion Control Plans and associated details.
 - d) Preliminary construction plans to include Cover Sheet, Index, Roadway Plans, Roadway Cross-Sections (50-foot intervals), and Signing & Marking Plans. Roadway profiles are not required.
 - e) Longitudinal drainage design is not anticipated for Section 1 due to the presence of existing catch basins and underground storm drainage piping.
 - f) Section 2 includes retaining wall plan and profile for Georgia Department of Transportation (GDOT) Standard Gravity Retaining Wall 9031L. Note: foundation design/geotechnical investigation not required for GDOT Standard Gravity Retaining Walls.
- 2) Provide limits of cut/fill and required right-of-way and/or easements necessary to construct the project.
- 3) Prepare a final quantity take-off (included in the plan set) and develop an Opinion of Construction Costs estimate.
- 4) Prepare a brief report addressing MS4 compliance or infeasibility.
- 5) Submit a 24"x36" pdf plan set to the City of Tucker for review and comment.
- 6) Address City review comments and issue Final Construction Plans in pdf format.

C. Final Right-of-Way Plans

Consultant will prepare Final Right-of-Way Plans to include a GDOT style legal description for property to be acquired. Station and Offset will define construction and driveway easements.

- 1) Since individual boundary surveys are not required, the metes and bounds descriptions for each property will be defined by point numbers and incorporated into data sheets, which are part of the final plan set for the project.
- 2) Prepare 8 ½" x 11" right-of-way exhibit plats for parcels with required right-of-way and/or easements. These exhibits are not individual property surveys, rather an 8 ½" x 11" sheet showing the information contained within the right-of-way plans for each individual property that requires land acquisition.
- 3) Right-of-Way staking or revisions are not required but can be provided as an Additional Service.

D. Exclusions


Unless a specific scope is included in this Agreement, these items are **not** included in the Scope of Services:

- Environmental document, endangered species survey and report, archaeological survey and report, 404 Permitting, or a Stream Buffer Variance
- Wetland delineation, surveys, or permits
- Geotechnical investigation, infiltration analysis, or report
- Phase I or Phase II UST or Environmental Assessment Reports
- Approvals or permits, including Land Disturbance Permits, other than those related to the Scope of Services covered by this Agreement
- Utility relocation plans
- Right-of-way or easement staking or right-of-way plan revisions due to negotiations with property owners
- Construction observation or monitoring
- Infiltration testing of existing soils for MS4 compliance
- GDOT Encroachment Permit

These items can be coordinated or provided, if requested by Client in writing.

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<div>  <div>Task 1 - Survey and Database Preparation</div> </div>											
TASK	Estimated Hours to Complete										
	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew		
Establish Horizontal and Vertical Survey Control								2	2		
Field Verify Obscured Areas											
Prepare Hydraulic Engineering Field Report											
Perform Field Surveys										8	
Perform Hydraulic Surveys											
Perform Bridge Surveys											
Perform SUE Level B								2	10		
Develop Concept Plan for Driveway Access											
Obtain Plats and Deeds								6			
Survey R/W and Property Data										2	
Prepare R/W and Property Database (3 prcls)								16			
Notify Property Owners											
Stake the Right of Way and Easements											
Perform QC/QA Review								1			
Address QC/QA Comments											
Coordinate with Railroad											
Coordinate with One-Call Center (811)											
Coordinate with Utility Companies											
Coordinate with Georgia Power Company											
Coordinate with Colonial Pipeline											
Coordinate with SUE Subconsultant											
Coordinate with Mapping Subconsultant											
General Project Management		1									
Project Schedule Administration											
Coordination with City of Tucker											
Meetings with Client											
Meetings with GDOT											
Printing and Plotting											
Submittal Administration											
Total:	0	1	0	0	0	0	0	0	27	22	
Total Number of Parcels (Estimated):											3
Labor Hours per Parcel:											16.7

3 of 7

Task 2 - Construction Plans

TASK	Estimated Hours to Complete								
	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew
Cover Sheet				3					
Index Sheet									
Revision Summary Sheet									
General Notes				2					
Typical Sections			1	3					
Summary of Quantities			1	4					
Construction Layout/Stakeout Sheet									
Mainline Horizontal Geometry									
Mainline Vertical Geometry									
Mainline Cross-Sections									
Side Street Horizontal Geometry									
Side Street Vertical Geometry									
Side Street Cross-Sections									
Driveway Geometry									
Driveway Profiles									
General Construction Plan Preparation			8	40					
Drainage Area Maps				4					
Longitudinal Drainage Design									
Gutterspread Calculations									
Roadway Ditch Design									
Cross-Drain Layout									
Culvert Hydraulics									
Longitudinal Drainage Profiles									
Cross Drain Profiles									
Storm Water Management Design/MS4			12						
Address MS4 Review Comments			4						
Culvert H&H Report									
Storm Water Details									
Construction Staging Plans									
Construction Staging Cross-Sections									
Earthwork Quantities by Stage Construction									
Maintenance of Traffic Details									
Prepare Detour Report									
ESPC Plans Phase 1				4					
ESPC Plans Phase 2				4					
ESPC Plans Phase 3				4					
Sediment Basin Design									
ESPC General Notes				1					
ESPC Details				1					

Task 2 - Construction Plans

TASK	Estimated Hours to Complete								
	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew
NPDES Maps									
NPDES Sampling Points									
Utility Plans to Utility Companies									
Review Utility Mark-ups									
Utility Plan Preparation									
Perform Utility Impact Analysis									
Prepare Georgia Power Encroachment Permit									
Prepare Petroleum Pipeline Crossing Permit									
Update Utility Cost Estimate									
Signing and Marking Plans									
Signing and Marking Details									
Prepare Traffic Signal Warrant Report									
Traffic Signal Plans									
Incorporate Signal Plans									
Incorporate ATMS/ITS Plans									
Prepare Lighting Plans									
Soil Survey									
Pavement Design									
Prepare Right-of-Way Plans					8				
Prepare 8 1/2"x11" Exhibits					8				
QC/QA Right-of-Way Plans			1						
Prepare Construction Cost Estimate			1		6				
Perform Constructability Review									
Perform QC/QA Review		2							
Address Constructability Review Comments									
Address QC/QA Comments					2				
FPR Request									
FPR Meeting									
FPR Report Review									
FPR Responses									
Stake Side Street Centerlines									
Coordinate with Railroad									
Coordinate with Utility Companies									
Coordinate with Georgia Power Company									
Coordinate with Colonial Pipeline									

Task 2 - Construction Plans

TASK	Estimated Hours to Complete								
	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew
Coordinate with Environmental Subconsultant									
Coordinate with Traffic Subconsultant									
Coordinate with Bridge Subconsultant									
Coordinate with Right-of-Way Subconsultant									
Coordinate with Geotechnical Subconsultant									
Coordinate with SUE Subconsultant									
Coordinate with Mapping Subconsultant									
Prepare Design Variance Report									
Prepare Design Exception report									
Prepare GDOT Special Encroachment Permit									
Prepare Draft Special Provisions									
General Project Management		2							
Prepare Project Management Plan									
Prepare Quality Control Plan									
Project Schedule Administration									
Coordination with City of Tucker									
Meetings with Client									
Meetings with GDOT									
Printing and Plotting				1					
Submittal Administration				1					
Total:	0	4	28	96	0	0	0	0	0
Total Number of Sheets (Estimated):									
Labor Hours per Sheet:									
									22
									5.8

Hugh Howell Road Trail - Phase 2 (Section 1)												
City of Tucker												
TH Project No. 30603.0000												
Composite of All Phases												
Item/ Task Description	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew	Total Hours	Total Cost	% of Total
Task 1 - Survey and Database Preparation	0	1	0	0	0	0	0	27	22	50	\$9,195.00	28.09%
Task 2 - Construction Plans	0	4	28	96	0	0	0	0	0	128	\$24,360.00	71.91%
Total Project Cost:												\$33,555.00
Totals	0	5	28	96	0	0	0	27	22	178		100%

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Task 1 - Survey and Database Preparation										
TASK	Estimated Hours to Complete									
	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew	
Establish Horizontal and Vertical Survey Control									2	2
Field Verify Obscured Areas										
Prepare Hydraulic Engineering Field Report										24
Perform Field Surveys										
Perform Hydraulic Surveys										
Perform Bridge Surveys										
Perform SUE Level B									4	16
Develop Concept Plan for Driveway Access										
Obtain Plats and Deeds									8	8
Survey R/W and Property Data										
Prepare R/W and Property Database (11 prcls)									40	
Notify Property Owners										
Stake the Right of Way and Easements										
Perform QC/QA Review									3	
Address QC/QA Comments										
Coordinate with Railroad										
Coordinate with One-Call Center (811)										
Coordinate with Utility Companies										
Coordinate with Georgia Power Company										
Coordinate with Colonial Pipeline										
Coordinate with SUE Subconsultant										
Coordinate with Mapping Subconsultant										
General Project Management		1								
Project Schedule Administration										
Coordination with City of Tucker										
Meetings with Client										
Meetings with GDOT										
Printing and Plotting										
Submittal Administration										
Total:	0	0	1	0	0	0	0	0	57	50
Total Number of Parcels (Estimated):										11
Labor Hours per Parcel:										9.8

3 of 7

Task 2 - Construction Plans

TASK	Estimated Hours to Complete								
	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew
Cover Sheet				4					
Index Sheet									
Revision Summary Sheet									
General Notes			1	2					
Typical Sections			1	3					
Summary of Quantities			1	8					
Construction Layout/Stakeout Sheet									
Mainline Horizontal Geometry									
Mainline Vertical Geometry									
Mainline Cross-Sections									
Side Street Horizontal Geometry									
Side Street Vertical Geometry									
Side Street Cross-Sections									
Retaining Wall Plan and Profile			2	16					
Driveway Profiles				12					
General Construction Plan Preparation			8	80					
Drainage Area Maps				8					
Longitudinal Drainage Design									
Gutterspread Calculations				4					
Roadway Ditch Design									
Cross-Drain Layout									
Culvert Hydraulics									
Longitudinal Drainage Profiles				18					
Cross Drain Profiles									
Storm Water Management Design/MS4			16						
Address MS4 Review Comments			4						
Culvert H&H Report									
Storm Water Details									
Construction Staging Plans									
Construction Staging Cross-Sections									
Earthwork Quantities by Stage Construction									
Maintenance of Traffic Details									
Prepare Detour Report									
ESPC Plans Phase 1				8					
ESPC Plans Phase 2				8					
ESPC Plans Phase 3				8					
Sediment Basin Design									
ESPC General Notes				2					
ESPC Details				2					



Task 2 - Construction Plans

TASK	Estimated Hours to Complete								
	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew
NPDES Maps									
NPDES Sampling Points									
Utility Plans to Utility Companies									
Review Utility Mark-ups									
Utility Plan Preparation									
Perform Utility Impact Analysis									
Prepare Georgia Power Encroachment Permit									
Prepare Petroleum Pipeline Crossing Permit									
Update Utility Cost Estimate									
Signing and Marking Plans									
Signing and Marking Details									
Prepare Traffic Signal Warrant Report									
Traffic Signal Plans									
Incorporate Signal Plans									
Incorporate ATMS/ITS Plans									
Prepare Lighting Plans									
Soil Survey									
Pavement Design									
Prepare Right-of-Way Plans				16					
Prepare 8 1/2"x11" Exhibits				16					
QC/QA Right-of-Way Plans			2						
Prepare Construction Cost Estimate			2	8					
Perform Constructability Review									
Perform QC/QA Review		4							
Address Constructability Review Comments									
Address QC/QA Comments				8					
FPR Request									
FPR Meeting									
FPR Report Review									
FPR Responses									
Stake Side Street Centerlines									
Coordinate with Railroad									
Coordinate with Utility Companies									
Coordinate with Georgia Power Company									
Coordinate with Colonial Pipeline									



Task 2 - Construction Plans

TASK	Estimated Hours to Complete								
	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew
Coordinate with Environmental Subconsultant									
Coordinate with Traffic Subconsultant									
Coordinate with Bridge Subconsultant									
Coordinate with Right-of-Way Subconsultant									
Coordinate with Geotechnical Subconsultant									
Coordinate with SUE Subconsultant									
Coordinate with Mapping Subconsultant									
Prepare Design Variance Report									
Prepare Design Exception report									
Prepare GDOT Special Encroachment Permit									
Prepare Draft Special Provisions									
General Project Management		2							
Prepare Project Management Plan									
Prepare Quality Control Plan									
Project Schedule Administration									
Coordination with City of Tucker									
Meetings with Client									
Meetings with GDOT									
Printing and Plotting				2					
Submittal Administration				2					
Total:	0	6	37	235	0	0	0	0	0
Total Number of Sheets (Estimated):									
Labor Hours per Sheet:									
49									
5.7									

Hugh Howell Road Trail - Phase 2 (Section 2)												
City of Tucker												
TH Project No. 30603.0000												
Composite of All Phases												
Item / Task Description	Principal In Charge	Project Manager	Senior Engineer	Engineer	General Admin.	Landscape Architect	Field Technician	Survey Manager	2P Survey Crew	Total Hours	Total Cost	% of Total
Task 1 - Survey and Database Preparation	0	1	0	0	0	0	0	57	50	108	\$19,795.00	27.98%
Task 2 - Construction Plans	0	6	37	235	0	0	0	0	0	278	\$52,350.00	72.02%
										Total Project Cost:	\$72,145.00	
Totals	0	7	37	235	0	0	0	57	50	386		100%

PURCHASE ORDER GL DISTRIBUTION REPORT

ALL POST DATES, STATUS: ALL
PO STATE: REQUISITIONS AND PURCHASE ORDERS

PO Number: 23-00403 **PO Required Date:**
PO Post Date: 01/04/2023 **Req Number:** 23-00403
Vendor ID: 00781 **Requested Date:**
Vendor Name: THOMAS AND HUTTON ENGINEERING CO

<u>Quantity</u>	<u>Prod ID</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Line Item Total</u>
1		INFRASTRUCTURE - ROADS	105,700.00	105,700.00
		300-4100-54.14000-CE2307	105,700.00	
				<u>Purchase Order Total</u>
				105,700.00
