



Mayor & City Council
Regular Meeting Agenda

Monday, May 13, 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

- The pledge will be led by BSA Troop 129.

D. MAYOR'S OPENING REMARKS

- Steve Henson Interchange Dedication

E. PUBLIC COMMENTS

F. APPROVAL OF THE AGENDA

- Motion to approve/amend agenda

G. CONSENT AGENDA

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G.3	Contract C2023-016-TO19-PO24-720 Stormwater Repairs – 2975 Pine Orchard Drive	11
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H. PRESENTATIONS

H.1 General Assembly Update from ConnectSouth

I. STAFF REPORTS

I.1	Finance Department: March 2024 Interim Financials	43
I.2	City Manager: Report on Upcoming Agenda Items	77
I.3	City Manager: FY25 Budget Update	78
J.	OLD BUSINESS	
J.1	Contract C2022-018-TO17-PO24-705	79
	<ul style="list-style-type: none"> • Consideration of a contract award for the Montreal Road Sidewalk Design Task Order 	
K.	NEW BUSINESS	
K.1	Ordinance O2024-05-07	87
	<ul style="list-style-type: none"> • First read and public hearing of an ordinance for a special land use permit (SLUP-24-0002) and concurrent variances (CV-24-0001; CV-24-0002) for a drive-through restaurant at 4800 Briarcliff Road, NE for applicant Jim 'N Nick's Management, LLC. 	
K.2	IGA-2024-05-PFA	183
	<ul style="list-style-type: none"> • Intergovernmental Agreement between Tucker Public Facilities Authority and City of Tucker for Leased Parking Agreement with First Baptist Church 	
K.3	Contract C2024-006-PO24-732	210
	<ul style="list-style-type: none"> • Consideration of a contract award for the Downtown Parking Lot Resurfacing for Shared Parking Project 	
L.	MAYOR AND COUNCIL COMMENTS	
M.	EXECUTIVE SESSION	
	<ul style="list-style-type: none"> • As required for personnel, real estate and litigation 	
N.	ACTION AFTER EXECUTIVE SESSION	
	<ul style="list-style-type: none"> • As needed 	
O.	ADJOURNMENT	
	<ul style="list-style-type: none"> • Motion to adjourn meeting 	



**MAYOR & CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, April 8, 2024, 7:00 PM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

Members Present: Frank Auman, Mayor
Roger W. Orlando, Council Member District 1, 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

Members Absent: Cara Schroeder, Council Member District 2, Post 1

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

A. CALL TO ORDER

Mayor Auman called the meeting to order at 7:00 PM.

B. ROLL CALL

The above were in attendance for a quorum. Councilmember Cara Schroeder was absent. Motion by Councilmembers V. Nguyen and R. Orlando to excuse her absence passed unanimously.

C. PLEDGE OF ALLEGIANCE

The pledge was led by the Livsey Elementary School Science Olympiad Team.

D. MAYOR'S OPENING REMARKS

The Tucker Civic Association presented a plaque to the Mayor and Council for the City's designation as an AARP Network of Age-Friendly Community.

Mayor Auman mentioned that the DeKalb County Police Department Tucker Precinct's next Coffee with a Cop will be April 17 at Popeyes, 5064 Memorial Drive. Join your neighbors and local officers!

17 new OTC's issued since last month.

E. PUBLIC COMMENTS

Public comments were heard from 9 citizens regarding the item I.3 ordinance downtown density, TSCID mentioned budget money for maintenance, pothole patching and sign replacement, events at the Tucker Rec Center, Tucker Day May 4th, busy intersection issue for item I.1 personal care home, drag racing in Tucker, and following state and federal laws.

F. APPROVAL OF THE AGENDA

MOVER: V. Rece

SECONDER: R. Orlando

Motion to approve the agenda as presented passed unanimously.

AYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

APPROVED (6 to 0)

G. CONSENT AGENDA

MOVER: V. Rece

SECONDER: R. Orlando

Motion to approve the consent agenda items G.1-G.2 as presently passed unanimously.

AYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

APPROVED (6 to 0)

G.1 Regular Meeting Minutes - March 11, 2024

G.2 Regular Meeting Minutes - March 25, 2024

H. STAFF REPORTS

H.1 City Manager - Distribution of the Draft FY25 Operating and Capital Budgets

City Manager John McHenry distributed the first draft of the Fiscal Year 2025 Budget. The budget was available during the meeting and online. The draft budget will contain the City Manager recommended amounts in all funds. The tentative schedule for budget workshops, hearings and adoption has been advertised as required.

H.2 Finance Department - SPLOST 1 Wrap-up

Finance Director Beverly Hilton spoke on the SPLOST 1 six-year one-percent special purpose local option sales tax that generated revenue for specific purposes approved by resident voters. Dekalb County receives funds from the Georgia Department of Revenue and disseminates monthly to eligible jurisdictions. Receipts began in March 2018 and concluded March 2024 (will receive in April 2024). The approved use of SPLOST 1 was 65% for Roads and Drainage, 20% for Sidewalks and Trails, and 15% for Parks and Recreation. The total received to date from Dekalb County was \$34,178,268.

I. OLD BUSINESS

I.1 Ordinance O2024-03-04

Community Development Director Courtney Smith spoke on the second read of an Ordinance for a Special Land Use Permit (SLUP-24-0001) for a Personal Care Home, Group (4-6) at 4372 Lawrenceville Highway for applicant Albert’s House Five, LLC.

A public hearing was held, which the applicant and 1 citizen spoke in favor and nobody spoke in opposition. Public hearing closed.

MOVER: A. Weaver

SECONDER: A. Trocchi

Motion to approve Ordinance O2024-03-04 for SLUP-24-0001 with condition 1 stating 3 bathrooms passed unanimously.

AYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

APPROVED (6 to 0)

I.2 Ordinance O2024-03-05

Community Development Director Courtney Smith spoke on the second read of an Ordinance for a major modification (RZ-24-0001) to allow for changes in approved conditions for a compound pharmacy at 2212 Fellowship Road for applicant Thy Pham/Atlanta City Pharmacy.

A public hearing was held; the applicant spoke in favor and nobody spoke in opposition. Public hearing closed.

MOVER: V. Rece

SECONDER: V. Nguyen

Motion to approve Ordinance O2024-03-05 for RZ-24-0004 as presented passed unanimously.

AYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

APPROVED (6 to 0)

I.3 Ordinance O2024-03-06

Community Development Director Courtney Smith spoke on the second read of an Ordinance to amend the City of Tucker City Code, Chapter 46 Zoning, including but not limited to references to multifamily density and permitted building heights in the Downtown Special Zoning Districts. (TA-24-0002)

A public hearing with 15 minutes each was held which 3 citizens spoke in favor and 5 citizens spoke in opposition. Public hearing closed.

MOVER: A. Weaver

SECONDER: V. Nguyen

Motion to increase the public hearing time to 15 minutes in favor and 15 minutes in opposition passed unanimously.

AYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

APPROVED (6 to 0)

MOVER: A. Weaver

SECONDER: V. Nguyen

Motion to amend the motion to approve the Ordinance O2024-03-06 to amend CH 46 Zoning (TA-24-0002) with amendments presented by Councilmember Weaver failed.

AYES: (2): A. Weaver, and V. Nguyen

NAYES: (4): F. Auman, R. Orlando, V. Rece, and A. Trocchi

ABSENT: (1): C. Schroeder

DENIED REQUEST (2 to 4)

MOVER: F. Auman

SECONDER: V. Rece

Motion to approve the Ordinance O2024-03-06 to amend CH 46 Zoning (TA-24-0002) with amendments presented by Mayor Auman failed due to a tie vote.

AYES: (3): F. Auman, R. Orlando, and V. Rece

NAYES: (3): A. Weaver, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

DENIED DUE TO TIE (3 to 3)

MOVER: V. Rece

SECONDER: R. Orlando

Motion to approve the original ordinance O2024-03-06 as presented with the first read was denied unanimously.

NAYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

DENIED REQUEST (0 to 6)

J. NEW BUSINESS

J.1 Resolution R2024-04-12

Community Development Director Courtney Smith spoke on the resolution of the Mayor and City Council of the City of Tucker, Georgia for the purpose of accepting 0.41 acres of land in Land Lot 144 of the 18th District from the Georgia Department of Transportation (GDOT) per a quitclaim deed dated February 13, 2024 and recorded on February 21, 2024. (tax map parcel 18 144 11 006)

MOVER: V. Rece

SECONDER: R. Orlando

Motion to approve Resolution R2024-04-12 on the acceptance of land per the quitclaim deed from GDOT passed unanimously.

AYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

APPROVED (6 to 0)

J.2 Contract C2024-002-PO24-707

Community Development Director Courtney Smith spoke on the contract award for the consultant for the City Standard Guidebook to establish a standard for signage, landscaping, and other elements to be used consistently throughout the city. Recommendation to award contract to TSW for a total of \$77,900.00.

MOVER: R. Orlando

SECONDER: A. Weaver

Motion to approve contract C2024-002-PO24-707 to TSW passed unanimously.

AYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

APPROVED (6 to 0)

J.3 Contract C2022-018-TO17-PO24-705

City Engineer Ken Hildebrandt spoke on contract C2022-018-TO17-PO24-705 for the Montreal Road Sidewalk Design Task Order. After discussion, Council would like to have a conversation with the Tucker CID and the business community.

MOVER: R. Orlando

SECONDER: V. Rece

Motion to Defer item to the next meeting passed unanimously.

AYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

APPROVED (6 to 0)

J.4 Contract C2021-011-P.I.0017399-SR.410 by Resolution R2024-04-13

City Engineer Ken Hildebrandt spoke on contract C2021-011-P.I.0017399-SR.410, an agreement with the Georgia Department of Transportation for Acquisition of Right of Way at Mountain Industrial Blvd @ US 78 to be approved by resolution R2024-04-13.

MOVER: V. Rece

SECONDER: R. Orlando

Motion to approve contract C2021-011-P.I.0017399-SR.410 with GDOT passed unanimously.

AYES: (6): F. Auman, R. Orlando, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

ABSENT: (1): C. Schroeder

APPROVED (6 to 0)

K. MAYOR AND COUNCIL COMMENTS

The Mayor and Council thanked everyone for attending and mentioned the Tucker Rec Center Tee-ball program and that this is Autism Acceptance Month.

L. EXECUTIVE SESSION

None

M. ACTION AFTER EXECUTIVE SESSION

None

N. ADJOURNMENT

MOVER: V. Rece

SECONDER: R. Orlando

Motion to adjourn meeting at 10:36 PM passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

APPROVED (7 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



**MAYOR & CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, April 22, 2024, 7:00 PM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

Members Present: 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>

A. CALL TO ORDER

Mayor Auman called the meeting to order at 7:00 PM.

B. ROLL CALL

The above were in attendance for a quorum.

C. PLEDGE OF ALLEGIANCE

D. MAYOR'S OPENING REMARKS

D.1 Proclamation P24-03 Economic Development Week: May 6-10, 2024 is Economic Development Week. The City of Tucker is proud of and thankful for our Economic Development Team.

D.2 Proclamation P24-04 Municipal Clerks Week: May 5-11, 2024 is Municipal Clerks Week. The City of Tucker is proud of and thankful for our City Clerk and Deputy City Clerk.

E. APPROVAL OF THE AGENDA

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve the agenda as presented passed unanimously.

F. CONSENT AGENDA

MOVER: V. Rece

SECONDER: C. Schroeder

Motion to approve the consent agenda items F.1 - F.3 passed unanimously.

F.1 GIRMA Property & Liability Self Insurance Program Renewal 2024-2025

F.2 Resolution R2024-04-14 for 2024 TIP Application – Tucker-Northlake Trail

F.3 Resolution R2024-04-15 for 2024 TIP Application – Greenway Connector

G. NEW BUSINESS

G.1 Contract C2023-005-PO24-709

Public Works Director Ishri Sankar spoke on the bid for repairs to multiple stormwater networks locations at 3944 Northlake Creek Drive, 3165 Jeri Lynn Drive, 2167 Silversmith Lane, 2569 Arldowne Drive in Tucker. Five submittals were received and reviewed. Recommendation to award the contract to Cajenn Construction and Rehabilitation Services, Inc, for \$388,245.00.

MOVER: C. Schroeder

SECONDER: A. Weaver

Motion to approve contract C2023-005-PO24-709 to Cajenn Construction and rehabilitation Services, Inc as presented passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

APPROVED (7 to 0)

G.2 FY 25 Budget Workshop

City Manager John McHenry spoke on this initial workshop of the FY25 draft budget. Finance Director Beverly Hilton gave a presentation on the operating, capital, and stormwater funds revenue and expenditures. Capital Project Manager Jason Gaines discussed the development of a capital improvement program.

H. MAYOR AND COUNCIL COMMENTS

I. EXECUTIVE SESSION

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to enter into Executive Session for the purpose of personnel, real estate and litigation at 9:30 PM passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

APPROVED (7 to 0)

MOVER: V. Rece

SECONDER: A. Weaver

Motion to exit Executive Session and return to the regular meeting at 10:52 PM passed unanimously.

J. ACTION AFTER EXECUTIVE SESSION - None

K. ADJOURNMENT

MOVER: A. Trocchi

SECONDER: A. Weaver

Motion to adjourn meeting at 10:54 PM passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, A. Trocchi, and V. Nguyen

APPROVED (7 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: John McHenry, City Manager
Date: May 13, 2024
RE: Memo for the Award of Stormwater Task Order 19 – 2975 Pine Orchard Drive

Contract/Document Number: Contract C2023-016-TO19-PO24-720

Description for on the Agenda:

Contract C2023-016-PO19-720 to complete stormwater repairs at 2795 Pine Orchard Drive.

Issue:

A sinkhole and erosion issues were reported to Tucker’s Department of Public Works in July 2023.

Recommendation:

City staff recommends award to Cajenn Construction and Rehabilitation Services, Inc, in the amount of \$46,863.65 which includes a 15% contingency.

Background:

In July 2023, the Department of Public Works received a request regarding erosion and a sink hole that has formed at the referenced address. Upon cleaning and footage of the pipe, it has been determined that the conduit (pipe) has failed and beyond repair. As such, approximately 40 linear feet of storm drain needs to be removed and replaced. The stormwater structure attached to this conduit will also need to be reconstructed.

Financial Impact:

Base Fee:	\$40,751.00
15% Contingency:	\$6,112.62
Total Fee:	\$46,863.65



**STORMWATER MAINTENANCE AND REPAIR
CONTRACT AGREEMENT (RFP 2023-016)
TASK ORDER #19**

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. 2975 Pine Orchard 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 **\$40,751.00**. 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 **\$46,863.65**.

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 the director of public works. 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 19, 2975 Pine Orchard Drive

April 2, 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 200 foot long outfall pipe from Pine Orchard Drive has failure and a segment 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

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

1. Pine Orchard Drive Right of Way and outfall at 2975 Pine Orchard Drive. Remove and replace approximately 40 linear feet of 24" diameter CMP pipe -see accompanying exhibit.
2. Rebuild brick Pedestal Top Inlet at end of replaced pipe.
3. Remove large tree in the area of pipe replacement.
4. Point repair at approximately 135 feet downstream of catch basin on south side of Pine Orchard Drive.
5. Grout pipe connections at replaced pedestal top inlet structure
6. Back fill sinkholes along segment
7. Clean work area.

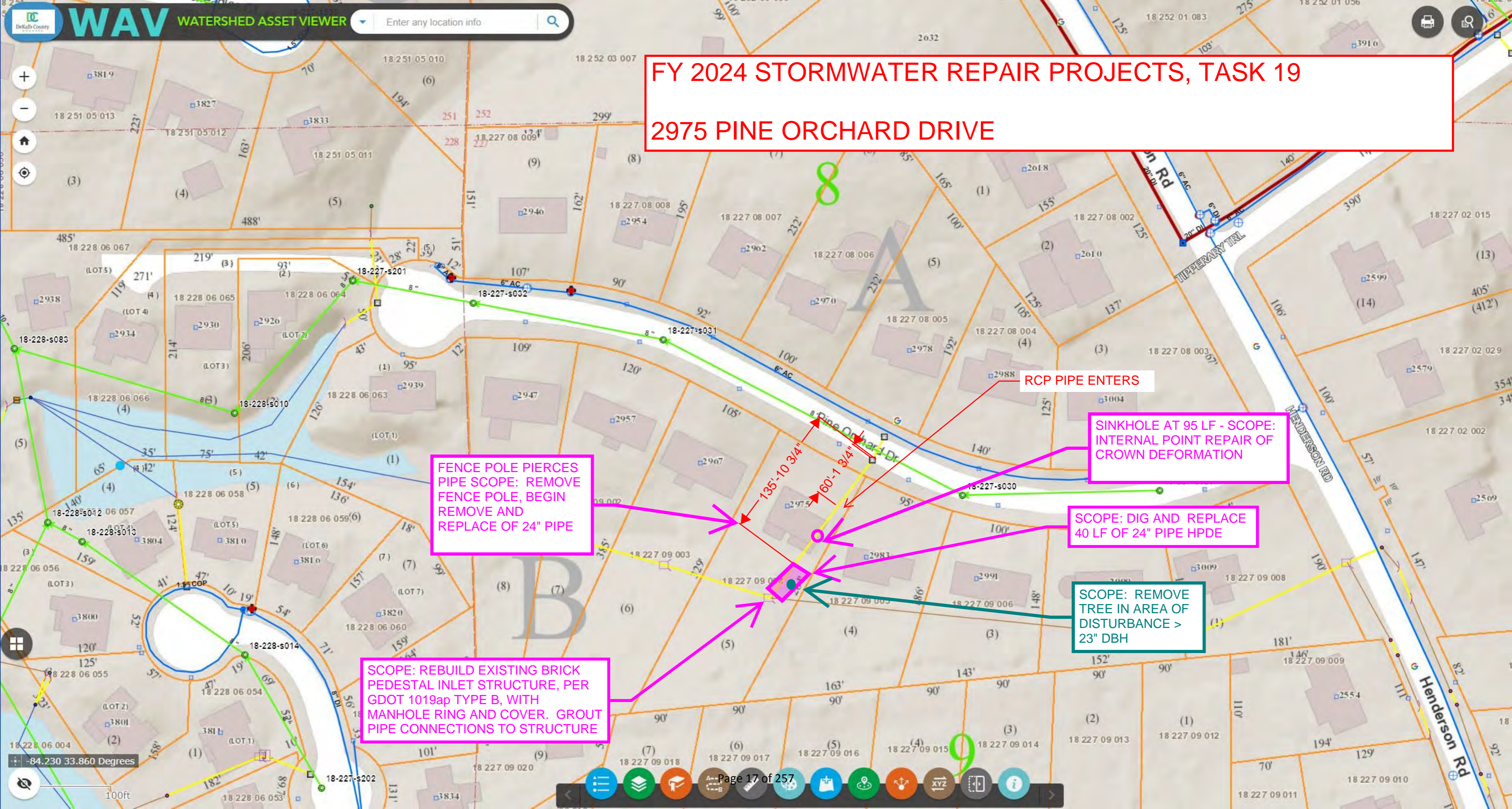
General conditions



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 19
2975 PINE ORCHARD DRIVE



FENCE POLE PIERCES PIPE SCOPE: REMOVE FENCE POLE, BEGIN REMOVE AND REPLACE OF 24" PIPE

SINKHOLE AT 95 LF - SCOPE: INTERNAL POINT REPAIR OF CROWN DEFORMATION

SCOPE: DIG AND REPLACE 40 LF OF 24" PIPE HPDE

SCOPE: REMOVE TREE IN AREA OF DISTURBANCE > 23" DBH

SCOPE: REBUILD EXISTING BRICK PEDESTAL INLET STRUCTURE, PER GDOT 1019ap TYPE B, WITH MANHOLE RING AND COVER. GROUT PIPE CONNECTIONS TO STRUCTURE

RFP2013-016					
UNIT PRICE SCHEDULE				2975 Pine Orchard Drive	
Item No.	Item	Projected Units	Unit	Unit Price	Projected Cost
1	General Conditions				
1.1	Mobilization	1	EA	\$ 2,400.00	\$ 2,400.00
1.2	Out of Scope Work, Foreman	10	HR	\$ 95.00	\$ 950.00
1.3	Out of Scope Work, Laborer	20	HR	\$ 75.00	\$ 1,500.00
2	Traffic Control				
2.1	Traffic Control Minor 1 – Includes Continuous Crew of 2 Flagmen		Per Day	\$ 3,000.00	\$ -
2.2	Traffic Control Minor 2 – Includes Cones and Signage	4	Per Day	\$ 2,000.00	\$ 8,000.00
2.3	Traffic Control Major - Included Road Closure Detours, Signs,		EA	\$ 6,500.00	\$ -
2.4	Mobile Electronic Detour Signs		Per Day	\$ 325.00	\$ -
3	TV Inspection and Jet-Vac Cleaning				
3.1	TV Storm Lines (includes DVD & Report)	40	LF	\$ 5.00	\$ 200.00
3.2	Visual Inspection (Pictures), per Project (During Construction)		EA	\$ 250.00	\$ -
3.3	Hydro-Excavation complete (onsite hours only)		Per Hour	\$ 370.00	\$ -
6	Specialty Storm Line Cleaning,				
	Applicable to heavy roots, Large diameter rocks, large debris, etc				\$ -
6.1	12" to 36" PIPE		LF	\$ 62.00	\$ -
6.2	42" to 96" PIPE		LF	\$ 87.00	\$ -
7	Spiral Rib Corr. Steel Pipe (14 ga. Tp. 2 Alum)				
	Includes excavation, backfill, & compaction				\$ -
7.1	15" SRCMP		LF	\$ 62.50	\$ -
7.2	18" SRCMP		LF	\$ 68.50	\$ -
7.3	24" SRCMP	40	LF	\$ 72.50	\$ 2,900.00
22	Brick Round Inlets				
22.1	4' Round Brick Inlet w/ Flush Grate Only		VF	\$ 1,043.00	\$ -
22.2	5' Round Brick Inlet w/ Flush Grate Only		VF	\$ 1,271.00	\$ -
22.3	6' Round Brick Inlet w/ Flush Grate Only		VF	\$ 2,100.00	\$ -
22.4	4' Round Brick Inlet w/ Curb Hood & Grate		VF	\$ 940.00	\$ -
22.5	5' Round Brick Inlet w/ Curb Hood & Grate		VF	\$ 1,050.00	\$ -
22.6	6' Round Brick Inlet w/ Curb Hood & Grate		VF	\$ 1,200.00	\$ -
22.7	4' Round Brick Inlet w/ Pedestal Top & Grate or MH Ring & Cover	4	VF	\$ 940.00	\$ 3,760.00
22.8	5' Round Brick Inlet w/ Pedestal Top & Grate or MH Ring & Cover		VF	\$ 1,050.00	\$ -
22.9	6' Round Brick Inlet w/ Pedestal Top & Grate or MH Ring & Cover		VF	\$ 1,200.00	\$ -
29	Miscellaneous & Special Structures/Components				
29.1	4' Dia. Pedestal Top with Inlet Frame and Grate		EA	\$ 1,500.00	\$ -
29.2	5' Dia. Pedestal Top with Inlet Frame and Grate		EA	\$ 1,700.00	\$ -
29.3	6' Dia. Pedestal Top with Inlet Frame and Grate		EA	\$ 2,200.00	\$ -
29.4	4' Dia. Pedestal Top with MH Ring & Cover		EA	\$ 1,050.00	\$ -
29.5	5' Dia. Pedestal Top with MH Ring & Cover		EA	\$ 1,250.00	\$ -
29.6	6' Dia. Pedestal Top with MH Ring & Cover		EA	\$ 1,650.00	\$ -
29.7	4' Dia Round to Square		EA	\$ 625.00	\$ -
29.8	5' Dia Round to Square		EA	\$ 850.00	\$ -
29.9	6' Dia Round to Square		EA	\$ 1,050.00	\$ -
29.10	Precast Replacement Top Only for Single Wing, w/ Ring & Cover, not including throat		EA	\$ 2,700.00	\$ -
29.11	Precast Replacement Top Only for Double Wing w/Ring & Cover, not including throat		EA	\$ 2,700.00	\$ -
29.12	4'x4' Precast Top w/ MH Ring and Cover		EA	\$ 990.00	\$ -
29.13	5'x5' Precast Top w/ MH Ring and Cover		EA	\$ 1,100.00	\$ -
29.14	Cast-in-Place Top Only w/Ring & Cover		EA	\$ 2,450.00	\$ -
29.15	Cast-in-Place Throat Only		EA	\$ 2,750.00	\$ -
29.16	Invert Installation, 4' Diameter	1	EA	\$ 425.00	\$ 425.00
29.17	Invert Installation, 5' Diameter		EA	\$ 450.00	\$ -
29.18	Invert Installation, 6' Diameter		EA	\$ 475.00	\$ -
29.19	Invert Installation, other configurations		SF	\$ 70.00	\$ -
29.20	Uncover Buried Junction Box (<4')	1	EA	\$ 625.00	\$ 625.00
29.21	Uncover Buried Junction Box (4'-7.9')		EA	\$ 780.00	\$ -
29.22	Uncover Buried Junction Box (8'-11.9')		EA	\$ 1,050.00	\$ -
29.23	Uncover Buried Junction Box (>12')		EA	\$ 1,550.00	\$ -
29.24	Brick Opening of Stormline 18" to 30" (Abandonment)		EA	\$ 400.00	\$ -
29.25	Brick Opening of Stormline 36" to 54" (Abandonment)		EA	\$ 700.00	\$ -

29.26	Flowable Fill Abandonment (Pumping included if needed)			CY	\$ 1,400.00	\$ -
29.27	Pressure Grouting (Pumping included if needed)			CY	\$ 1,700.00	\$ -
						\$ -
30	Grout Connection To Structure					\$ -
30.1	12" Grout Each End to Structure			EA	\$ 125.00	\$ -
30.2	15" Grout Each End to Structure			EA	\$ 160.00	\$ -
30.3	18" Grout Each End to Structure			EA	\$ 190.00	\$ -
30.4	21" Grout Each End to Structure			EA	\$ 190.00	\$ -
30.5	24" Grout Each End to Structure	2		EA	\$ 200.00	\$ 400.00
30.6	27" Grout Each End to Structure			EA	\$ 220.00	\$ -
30.7	30" Grout Each End to Structure			EA	\$ 230.00	\$ -
30.8	36" Grout Each End to Structure			EA	\$ 250.00	\$ -
30.9	42" Grout Each End to Structure			EA	\$ 275.00	\$ -
30.10	48" Grout Each End to Structure			EA	\$ 300.00	\$ -
30.11	54" Grout Each End to Structure			EA	\$ 400.00	\$ -
30.12	60" Grout Each End to Structure			EA	\$ 400.00	\$ -
30.13	66" Grout Each End to Structure			EA	\$ 500.00	\$ -
30.14	72" Grout Each End to Structure			EA	\$ 500.00	\$ -
30.15	Grout all joint, cracks & holes, in structures, complete (structures 8' deep or less)	1		EA	\$ 700.00	\$ 700.00
30.16	Grout all joint, cracks & holes, in structures, complete (structures greater than 8' deep)			EA	\$ 1,450.00	\$ -
39	Earthwork & Grading					\$ -
39.1	Tree Removal 6"-12"			EA	\$ 950.00	\$ -
39.2	Tree Removal 13"-23"			EA	\$ 1,700.00	\$ -
39.3	Tree Removal >23"			EA	\$ 3,100.00	\$ -
39.4	Clear & Grubbing	40		SY	\$ 14.00	\$ 560.00
39.5	Channel Excavation	50		CY	\$ 24.00	\$ 1,200.00
39.6	Additional Excavation			CY	\$ 20.00	\$ -
39.7	Haul-In Structural Fill Material			CY	\$ 72.00	\$ -
39.8	Haul-Off Soil Material			CY	\$ 80.00	\$ -
39.9	Finish Grading			SY	\$ 10.00	\$ -
39.10	Trench Rock Excavation			CY	\$ 320.00	\$ -
39.11	Debris Removal	40		CY	\$ 75.00	\$ 3,000.00
						\$ -
40	Erosion Control					\$ -
40.1	Stone Rip Rap Type I In Place			TON	\$ 95.00	\$ -
40.2	Stone Rip Rap Type III In Place			TON	\$ 95.00	\$ -
40.3	Stone Grouted Rip Rap 12" Installed			SY	\$ 98.00	\$ -
40.4	Install & Remove Type A Silt Fence	50		LF	\$ 5.00	\$ 250.00
40.5	Fleximat Ditch Lining			SY	\$ 45.00	\$ -
40.6	Install & Remove Type C Silt Fence			LF	\$ 6.00	\$ -
40.7	Install & Remove Type C Silt Fence - Alternative			LF	\$ 6.00	\$ -
40.8	Inlet Sediment Traps - Silt Fence Sd2			EA	\$ 244.00	\$ -
40.9	Rock Bags for curb inlet/CB sediment Protection			EA	\$ 155.00	\$ -
40.10	Install & Remove Orange Tree Save Fence	50		LF	\$ 8.00	\$ 400.00
40.11	Gabion Structures (GDOT Section 626 & 809)			SF	\$ 115.00	\$ -
40.12	Permanent Soil Reinf Mat Installed			SY	\$ 11.00	\$ -
40.13	Organic Material Fiber Blanket Installed			SY	\$ 8.00	\$ -
40.14	Seed & Straw (Permanent Grassing)	50		SY	\$ 5.00	\$ 250.00
40.15	Seed & Straw (Temporary Grassing)			SY	\$ 4.00	\$ -
40.16	Sodding Complete-Fescue			SY	\$ 20.00	\$ -
40.17	Sodding Complete-Bermuda			SY	\$ 19.00	\$ -
40.18	Sodding Complete-Zoyzia			SY	\$ 23.00	\$ -
40.19	Sodding Complete-Centipede	100		SY	\$ 23.00	\$ 2,300.00
40.20	Topsoil Compete			CY	\$ 70.00	\$ -
40.21	Pine Straw	20		EA	\$ 10.00	\$ 200.00
40.22	Straw Mulch			SY	\$ 5.00	\$ -
40.23	Tree Replacement 1-1/2" Hardwood, installed			EA	\$ 490.00	\$ -
40.24	Tree Replacement 2-1/2" Hardwood, installed			EA	\$ 630.00	\$ -
40.25	Tree Replacement 1-1/2" Hardwood, installed			EA	\$ 497.00	\$ -
40.26	Tree Replacement 2-1/2" Pine, installed			EA	\$ 481.00	\$ -
40.27	Shrub Replacement: 1 gallon, installed			EA	\$ 81.00	\$ -
40.28	Shrub Replacement: 3 gallon, installed			EA	\$ 125.00	\$ -
40.29	Shrub Replacement: 5 gallon, installed			EA	\$ 160.00	\$ -
40.30	Shrub Replacement: 7 gallon, installed			EA	\$ 210.00	\$ -
40.31	Shrub Replacement: 15 gallon, installed			EA	\$ 480.00	\$ -
40.32	Shrub Replacement: 30 gallon, installed			EA	\$ 690.00	\$ -
40.33	Bedding Flower per flat of 18, installed			SY	\$ 41.00	\$ -
40.34	Irrigation Line Replacement			LF	\$ 28.00	\$ -
40.35	Irrigation Head Replacement (Builder Grade)			EA	\$ 45.00	\$ -
						\$ -
41	Miscellaneous Items					\$ -
41.1	Connect to Existing Structures	1		EA	\$ 1,625.00	\$ 1,625.00
41.2	Debris Removal, Tandem Dump Truck			Per Load	\$ 667.00	\$ -
41.3	Removal of Existing Non Drainage Structure			EA	\$ 2,498.00	\$ -
41.4	Removal of Existing Drainage Structure	1		EA	\$ 2,200.00	\$ 2,200.00
41.5	Remove Existing Pipe all Types and Sizes	40		LF	\$ 70.00	\$ 2,800.00
41.6	Saw Cut Existing Pavements			LF	\$ 4.00	\$ -
41.7	Stone #57			TON	\$ 84.00	\$ -
41.8	Surge Stone			TON	\$ 87.00	\$ -

41.9	No. 3's and 4's Stone	18	TON	\$ 87.00	\$ 1,566.00
41.10	Roll-Off Dumpster		EA	\$ 706.00	\$ -
41.11	Relocate Existing Residential Water Meter, Including Box		EA	\$ 740.00	\$ -
41.12	Install Thermal Barrier to protect water service line or other utilities		SF	\$ 9.00	\$ -
41.13	Bypass pumping setup-equipment and hose placement		EA	\$ 950.00	\$ -
41.14	4" Pumping Operation Time		HR	\$ 83.00	\$ -
41.15	6" Pumping Operation Time		HR	\$ 97.00	\$ -
41.16	8" Pumping Operation Time		HR	\$ 119.00	\$ -
41.17	10" Pumping Operation Time		HR	\$ 166.00	\$ -
41.18	12" Pumping Operation Time		HR	\$ 199.00	\$ -
41.19	Temporary 4' Chain Link Fence		LF	\$ 32.00	\$ -
41.20	Remove and Replace Existing 4' Galvanized Standard Chain Link Fence Residential	40	LF	\$ 50.00	\$ 2,000.00
41.21	Remove and Replace Existing 5' Galvanized Standard Chain Link Fence Residential		LF	\$ 59.00	\$ -
41.22	Remove and Replace Existing 4' Black Vinyl Standard Chain Link Fence Residential		LF	\$ 58.00	\$ -
41.23	Remove and Replace Existing 5' Black Vinyl Standard Chain Link Fence Residential		LF	\$ 64.00	\$ -
41.24	Remove and Replace Existing 4' Wood Fence Residential		LF	\$ 53.00	\$ -
41.25	Remove and Replace Existing 6' Wood Fence Residential		LF	\$ 62.00	\$ -
41.26	Steel Plates (Typ. 5'x8' Size)		EA	\$ 275.00	\$ -
41.27	Reset Existing Headwall - 18" DIA		EA	\$ 340.00	\$ -
41.28	Reset Existing Headwall - 24" DIA	1	EA	\$ 540.00	\$ 540.00
41.29	Reset Existing Headwall - 36" DIA		EA	\$ 640.00	\$ -
41.30	Reset Existing Headwall - 48" DIA		EA	\$ 790.00	\$ -
41.31	Reset Existing Headwall - 60" DIA		EA	\$ 1,277.00	\$ -
41.32	Adjust Manhole Cover in Pavement (complete, includes removal or modification of old structure top)		EA	\$ 1,878.00	\$ -
41.33	Adjust Manhole Cover in soil (complete, includes removal or modification of old structure top)		EA	\$ 1,096.00	\$ -
					\$ 40,751.00
					\$ 6,112.65
					\$ 46,863.65

EXHIBIT C
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Stormwater Maintenance and Repair Contract Agreement (RFP #2023-016)
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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.

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(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 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.

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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, 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

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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 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.

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pt. 3000, subpart C, in addition to remedies available to the City of Tucker, the Federal 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 _____



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: John McHenry, City Manager
Date: May 13, 2024
RE: Memo for the Award of Stormwater Task Order 20 – 3928 Northlake Creek Drive

Contract/Document Number: Contract C2023-016-TO21-PO24-721

Description for on the Agenda:

Contract C2023-016-PO20-721 to complete stormwater repairs at 3928 Northlake Creek Drive.

Issue:

Sinkholes reported at the referenced address to DeKalb County Roads and Drainage led Tucker's Public Works Department to review and investigate the conduits and structures.

Recommendation:

City staff recommends award to Utility Asset Management, Inc in the amount of \$37,654.51 which includes a 15% contingency.

Background:

Prior to July of 2023, the resident at the referenced address reported sinkholes to DeKalb County Roads and Drainage and the City of Tucker. The City of Tucker Public Works investigated the sinkholes and determined that the conduit (pipe) developed holes which allowed soil to erode, causing the sinkholes. The proposed fix included point repairs to the conduit that will remedy the problem.

Financial Impact:

Base Fee:	\$32,743.05
15% Contingency:	\$4,911.46
Total Fee:	\$37,654.51



**STORMWATER MAINTENANCE AND REPAIR
CONTRACT AGREEMENT (RFP 2023-016)
TASK ORDER #20**

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 UTILITY ASSET MANAGEMENT, 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. 3928 Northlake Creek 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 **\$32,743.05**. 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 **\$37,654.51**.

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 the director of public works. 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: UTILITY ASSET MANAGEMENT, 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 20, 3928 Northlake Creek Drive

April 2, 2024

Request for Quote, Utility Asset Management

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 225 foot long outfall pipe from Northlake Creek Drive has failure and a segment 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

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

1. Outfall from Northlake Creek Drive Right of Way at 3928 Northlake Creek Drive. Remove and replace approximately 30 linear feet of 18" diameter CMP pipe -see accompanying exhibit.
2. 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.

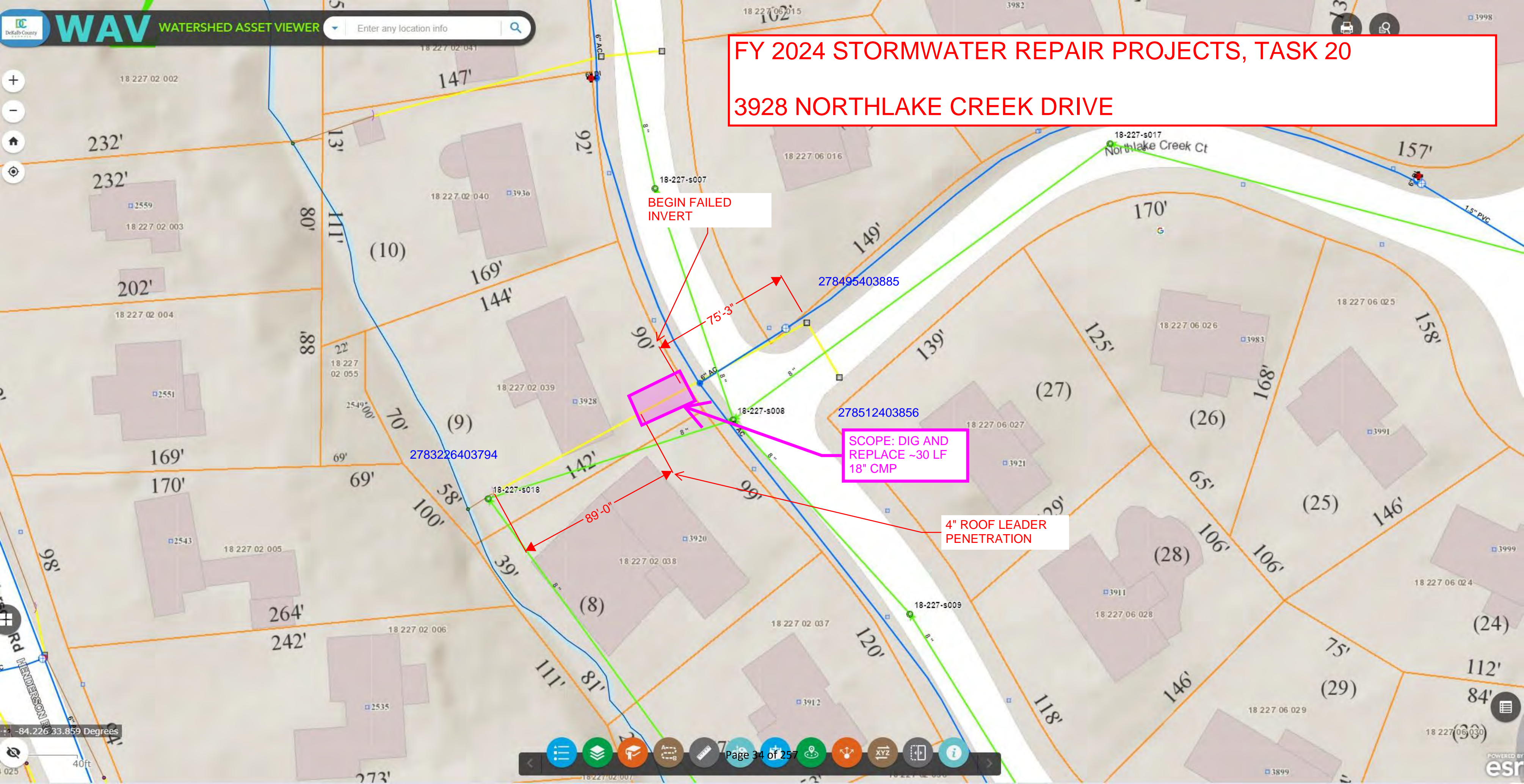
Thank you for your interest in the City of Tucker.

FY 2024 STORMWATER REPAIR PROJECTS, TASK 20
3928 NORTHLAKE CREEK DRIVE

BEGIN FAILED
INVERT

SCOPE: DIG AND
REPLACE ~30 LF
18" CMP

4" ROOF LEADER
PENETRATION





Quote No.: GA24152R1

April 22, 2024

To: City of Tucker
Attn: Jeff Mueller

Re: 3928 Northlake Creek Drive**Scope of Work:**

Furnish materials, equipment, labor, and supervision to perform the following work according to project plans and specifications.

DESCRIPTION	UNIT	ESTIMATED QTY	Unit \$	Total \$
Mobilization	EA	2	2127.5	\$ 4,255.00
Out of Scope Work, Foreman	HR	16	100.05	\$ 1,600.80
Out of Scope Work, Laborer	HR	24	74.75	\$ 1,794.00
Traffic Control Minor 2 - includes signage	Per Day	3	1897.5	\$ 5,692.50
Visual Inspection (Pictures) per Project (During Construction)	EA	1	368	\$ 368.00
Haul-IN Structural Fill Material	CY	50	70.15	\$ 3,507.50
Haul-Off Soil Material	CY	50	74.75	\$ 3,737.50
Remove Existing Pipe all Types and Sizes	LF	40	49.45	\$ 1,978.00
18" SRCMP (External Point Repair)	LF	40	86.25	\$ 3,450.00
18" Diameter (Internal Point Repair)	LF	1	1012	\$ 1,012.00
18" Grout Each End to Structure	EA	1	224.25	\$ 224.25
Invert Installation, 4' dia.	EA	1	747.5	\$ 747.50
Curb & Gutter 6" x 24" x 12" High Back	LF	15	59.8	\$ 897.00
Finish Grading	SY	50	14.95	\$ 747.50
Shrub Replacement: 15 gallon, installed'	EA	2	437	\$ 874.00
Seed & Straw (Temporary Grassing)	SY	50	4.95	\$ 247.50
Sodding Complete -Zoyzia	SY	50	32.2	\$ 1,610.00
SubTotal				\$32,743.05
Contingency 15%	LS	1		\$ 4,911.46
TOTAL				\$37,654.51

Stipulations:

If necessary, the Owner will provide permits, fees, and permissions for UAM to perform the work, including, but not limited to, adjacent property owners, municipalities, LIAs, and / or other governing authorities.

Sincerely,

Anita Clyne – President
Utility Asset Management, Inc.

Licensed In:

Alabama * Georgia * Florida * South Carolina * North Carolina * West Virginia

Corporate Office:

2025 US Hwy 41 S. ♦ Perry, Georgia, 31069
Office: 478-847-2301 ♦ E-Fax: 678-623-0282
www.uamonline.com

Metro Atlanta Office:

1902 Tucker Ind. Rd. ♦ Tucker, Georgia, 30084
Office: 678-691-1558
www.uamonline.com

EXHIBIT C
City of Tucker
Additional Contract Terms for Projects Utilizing Federal Funds
Stormwater Maintenance and Repair Contract Agreement (RFP #2023-016)
Task Order #20

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.

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City of Tucker

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(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 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.

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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, 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

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Stormwater Maintenance and Repair Contract Agreement (RFP #2023-016)

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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 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.

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Stormwater Maintenance and Repair Contract Agreement (RFP #2023-016)

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pt. 3000, subpart C, in addition to remedies available to the City of Tucker, the Federal 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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Stormwater Maintenance and Repair Contract Agreement (RFP #2023-016)

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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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City of Tucker

Additional Contract Terms for Projects Utilizing Federal Funds

Stormwater Maintenance and Repair Contract Agreement (RFP #2023-016)

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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: Beverly Hilton, Finance Director
CC: John McHenry, City Manager
Date: May 7, 2024
RE: Memo for March 2024 Interim Financials

Description for on the Agenda:

- March 2024 Interim Financials

Recommendation:

Review Revenue and Expenditure Report for Period Ended March 31, 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. The March statements were not presented at the second meeting April due to the presentation of the first draft of the FY2025 Budget.

Summary:

The Revenue and Expenditure Reports for March 2024 represent 75.14% completion of Fiscal Year 2024.

General Fund – Revenue collections are within expectations. Negative numbers in the balance column mean we have collected more revenue than we budgeted. A budget amendment is in development to adjust revenue received from Dekalb County for construction of restrooms at Peters Park, reimbursement revenue for work done on a condemnation, and donations from vendors related to the study for the DDA tax abatement. All other revenue is within expectations for this time of the fiscal year. The budget amendment approved during the March 11, 2024 Regular Meeting addressed most of the expenditure irregularities. There is a large deficiency in the Street Lighting department for electricity. The city began paying the electricity bills for the streetlights related to the Special Assessment Streetlight fee on the property tax bills. Staff is working with GA Power and Walton Electric to identify those parcels and group those bills together so they can be paid against the revenue collected. Fund 271 has been established for that purpose. There are journal entries forthcoming to move all expenditures there. Any other minor irregular balances will be addressed with a net zero budget adjustment across departments in the General Fund.

Hotel/Motel and Renal Car Excise Funds – Revenue collections are through February (eight months). These collections are slightly lower than expectations at this point in the year. Revenues should increase in May and June due to summer travel to compensate.

Capital Fund – Staff continues to work with Department Directors to identify projects included in current expenditures for

projects without a location named in the project. Negative activity amounts indicate those expenditures have been moved to the respective named project.

SPLOST 1 Fund-This final disbursement was received from Dekalb on April 29, 2024 for March collections. That revenue will be reflected in next month's financials. Staff anticipates receipt of the first disbursement for SPLOST2 in late May.

Financial Impact:

March Interim Statements accompany this memo. The March 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 03/31/2024

% Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
100-0000-31.13100	MOTOR VEHICLE TAX	20,000.00	11,181.85	1,432.83	8,818.15	55.91
100-0000-31.13150	TITLE AD VALOREM TAX	1,100,000.00	865,977.21	77,550.51	234,022.79	78.73
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	2,696,653.14	2,635,381.55	(121,553.14)	104.72
100-0000-31.17300	FRANCHISE FEES-NATURAL GAS	400,000.00	325,637.97	112,781.82	74,362.03	81.41
100-0000-31.17500	FRANCHISE FEES-TV CABLE	356,000.00	180,930.94	18,893.14	175,069.06	50.82
100-0000-31.17600	FRANCHISE FEES-TELEPHONE	50,000.00	19,306.10	2,640.26	30,693.90	38.61
100-0000-31.42000	BEER/WINE ALCOHOLIC BEVERAGE EXCISE	492,000.00	371,475.68	88,853.67	120,524.32	75.50
100-0000-31.42500	DISTILLED SPIRIT ALCOHOLIC BEV EXCIS	108,000.00	94,153.16	16,662.01	13,846.84	87.18
100-0000-31.43000	LOCAL OPTION MIXED DRINK	145,000.00	112,792.40	19,621.52	32,207.60	77.79
100-0000-31.61000	BUSINESS & OCCUPATION TAXES	4,100,000.00	2,149,963.90	815,041.60	1,950,036.10	52.44
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	174,510.00	174,510.00	(19,510.00)	112.59
100-0000-31.90000	PENALTIES AND INTEREST	54,000.00	33,524.08	4,223.33	20,475.92	62.08
100-0000-32.11000	ALCOHOLIC BEVERAGE LICENSE	350,000.00	313,339.02	18,250.00	36,660.98	89.53
100-0000-32.12200	INSURANCE LICENSE	50,000.00	40,100.00	10,300.00	9,900.00	80.20
100-0000-34.11900	OTHER FEES	300.00	196.10	16.76	103.90	65.37
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	0.00	412,205.75	5,712.34	(412,205.75)	100.00
100-0000-34.32001	SPECIAL ASSESSMENT - TRAFFIC CALMING	0.00	8,833.67	62.50	(8,833.67)	100.00
100-0000-34.93000	BAD CHECK FEES	500.00	120.00	40.00	380.00	24.00
100-0000-36.10000	INTEREST	900,000.00	735,775.23	7,052.35	164,224.77	81.75
100-0000-37.10000	CONTRIBUTIONS / DONATIONS	5,000.00	117,298.00	117,298.00	(112,298.00)	2,345.96
100-0000-38.90000	MISCELLANEOUS REVENUE	1,000.00	30,481.06	326.00	(29,481.06)	3,048.11
Total Dept 0000 - NON DEPARTMENTAL		14,161,171.00	11,990,486.56	4,126,650.19	2,170,684.44	84.67
Department: 1540 HUMAN RESOURCES						
100-1540-33.60000	LOCAL GOVERNMENT UNIT GRANT	2,500.00	2,500.00	1,250.00	0.00	100.00
Total Dept 1540 - HUMAN RESOURCES		2,500.00	2,500.00	1,250.00	0.00	100.00
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	353,483.27	55,604.96	246,516.73	58.91
Total Dept 2650 - MUNICIPAL COURT		600,000.00	353,483.27	55,604.96	246,516.73	58.91
Department: 4100 PUBLIC WORKS ADMINISTRATION						
100-4100-31.11000	PROPERTY TAX -PW MILLAGE	4,152,450.00	3,815,035.31	0.00	337,414.69	91.87
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		4,152,450.00	3,815,035.31	0.00	337,414.69	91.87
Department: 6210 PARKS & RECREATION						
100-6210-31.11000	PROPERTY TAX-P&R MILLAGE	2,170,350.00	2,092,341.12	64,764.50	78,008.88	96.41
100-6210-31.91100	PENALTIES & INTEREST ON DELINQUENT T	25,000.00	26,590.16	2,394.61	(1,590.16)	106.36
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	155,195.52	21,735.00	(2,595.52)	101.70

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Revenues						
Department: 6210 PARKS & RECREATION						
100-6210-34.75002	PROGRAM FEES - LEAGUES & TOURNAMENT	96,000.00	86,561.03	(35.00)	9,438.97	90.17
100-6210-34.75003	PROGRAM FEES -- OTHER	15,000.00	15,879.00	2,290.00	(879.00)	105.86
100-6210-34.75004	GYM MEMBERSHIPS	12,000.00	10,243.00	1,269.00	1,757.00	85.36
100-6210-34.75005	VENDING/CONCESSIONS	1,000.00	10.84	0.00	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	34,525.91	2,578.80	15,474.09	69.05
100-6210-38.10001	RENTS - FILM INDUSTRY	75,000.00	44,800.00	6,300.00	30,200.00	59.73
Total Dept 6210 - PARKS & RECREATION		2,659,450.00	2,496,249.58	101,296.91	163,200.42	93.86
Department: 6212 POOLS						
100-6212-34.75005	VENDING/CONCESSIONS	3,800.00	2,817.00	0.00	983.00	74.13
Total Dept 6212 - POOLS		3,800.00	2,817.00	0.00	983.00	74.13
Department: 7210 PROTECTIVE INSPECTIONS						
100-7210-32.22000	BUILDING PERMITS	1,000,000.00	599,424.16	76,410.13	400,575.84	59.94
100-7210-32.22100	DEVELOPMENT PERMITS	30,000.00	17,400.40	3,520.00	12,599.60	58.00
Total Dept 7210 - PROTECTIVE INSPECTIONS		1,030,000.00	616,824.56	79,930.13	413,175.44	59.89
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	0.00	(10,000.00)	100.00
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		0.00	10,000.00	0.00	(10,000.00)	100.00
Department: 9000 INTERFUND						
100-9000-39.12000	TRANSFER FROM HOTEL	438,000.00	266,617.07	30,501.51	171,382.93	60.87
100-9000-39.12200	TRANSFER FROM RENTAL CAR	70,800.00	47,135.17	6,800.44	23,664.83	66.58
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	4,813,752.24	37,301.95	195,047.76	96.11
Revenues		27,621,171.00	24,102,148.52	4,402,034.14	3,519,022.48	87.26
Account Category: Expenditures						
Department: 1110 CITY COUNCIL						
100-1110-51.11000	REGULAR SALARIES	104,002.00	76,000.44	11,999.97	28,001.56	73.08
100-1110-51.22000	FICA TAXES	4,113.00	3,105.06	474.46	1,007.94	75.49
100-1110-51.24000	EMPLOYER 401A 10% CONTRIBUTION	6,201.00	4,530.93	715.41	1,670.07	73.07
100-1110-51.27000	WORKERS COMP	285.00	142.00	142.00	143.00	49.82
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	3,562.63	487.05	2,437.37	59.38
100-1110-52.34000	PRINTING	0.00	181.93	0.00	(181.93)	100.00
100-1110-52.35000	TRAVEL EXPENSE	10,000.00	840.40	638.75	9,159.60	8.40
100-1110-52.37000	EDUCATION & TRAINING	10,000.00	5,805.00	4,560.00	4,195.00	58.05
100-1110-53.10000	OPERATING SUPPLIES - MAYOR	5,000.00	1,818.80	60.00	3,181.20	36.38
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	857.61	0.00	2,142.39	28.59
100-1110-53.10003	OPERATING SUPPLIES - DIST 2 POST 1	3,000.00	419.60	50.00	2,580.40	13.99

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt 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	0.00	(40.00)	100.00
100-1110-53.13000	FOOD SUPPLIES	0.00	1,028.53	165.88	(1,028.53)	100.00
100-1110-53.17100	UNIFORMS	1,750.00	166.09	166.09	1,583.91	9.49
Total Dept 1110 - CITY COUNCIL		185,351.00	116,978.43	19,459.61	68,372.57	63.11
Department: 1320 CITY MANAGEMENT						
100-1320-51.11000	REGULAR SALARIES	429,853.00	274,397.70	29,057.43	155,455.30	63.84
100-1320-51.21000	GROUP HEALTH INSURANCE	48,858.00	35,455.08	3,381.30	13,402.92	72.57
100-1320-51.21003	LIFE INSURANCE	1,853.00	1,741.85	13.50	111.15	94.00
100-1320-51.21004	LONG TERM DISABILITY INSURANCE	3,633.00	726.43	97.96	2,906.57	20.00
100-1320-51.21005	SHORT TERM DISABILITY INSURANCE	973.00	1,263.47	81.65	(290.47)	129.85
100-1320-51.21006	EAP INSURANCE	7.00	4.92	0.50	2.08	70.29
100-1320-51.22000	FICA TAXES	5,975.00	4,639.61	1,062.61	1,335.39	77.65
100-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	42,985.00	27,440.01	2,905.77	15,544.99	63.84
100-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	17,200.00	10,976.01	1,162.29	6,223.99	63.81
100-1320-51.27000	WORKERS COMP	1,500.00	839.81	839.81	660.19	55.99
100-1320-51.28000	TERMINIATION BENEFITS	0.00	44,226.16	44,226.16	(44,226.16)	100.00
100-1320-52.12000	PROFESSIONAL SERVICES	32,000.00	21,646.80	12,151.44	10,353.20	67.65
100-1320-52.13000	OTHER SERVICES / TECHNICAL	25,000.00	49,195.77	15,750.00	(24,195.77)	196.78
100-1320-52.32000	CELL PHONES	1,100.00	663.63	83.01	436.37	60.33
100-1320-52.35000	TRAVEL EXPENSE	8,000.00	4,277.21	0.00	3,722.79	53.47
100-1320-52.36000	DUES & FEES	4,066.00	3,783.51	30.95	282.49	93.05
100-1320-52.37000	EDUCATION & TRAINING	7,500.00	3,099.95	950.00	4,400.05	41.33
100-1320-53.10000	OPERATING SUPPLIES	1,000.00	682.09	22.00	317.91	68.21
100-1320-53.13000	FOOD SUPPLIES	0.00	642.88	201.73	(642.88)	100.00
100-1320-53.17500	HOSPITALITY SUPPLIES	3,000.00	3,214.79	260.44	(214.79)	107.16
Total Dept 1320 - CITY MANAGEMENT		634,503.00	488,917.68	112,278.55	145,585.32	77.06
Department: 1330 CITY CLERK						
100-1330-51.11000	REGULAR SALARIES	165,770.00	121,138.87	19,127.19	44,631.13	73.08
100-1330-51.21000	GROUP HEALTH INSURANCE	24,826.00	20,317.13	2,461.94	4,508.87	81.84
100-1330-51.21003	LIFE INSURANCE	162.00	108.00	13.50	54.00	66.67
100-1330-51.21004	LONG TERM DISABILITY INSURANCE	1,686.00	332.58	67.82	1,353.42	19.73
100-1330-51.21005	SHORT TERM DISABILITY INSURANCE	778.00	766.67	72.53	11.33	98.54
100-1330-51.21006	EAP INSURANCE	3.00	4.00	0.50	(1.00)	133.33
100-1330-51.22000	FICA TAXES	2,405.00	1,756.51	277.34	648.49	73.04
100-1330-51.24000	EMPLOYER 401A 10% CONTRIBUTION	16,580.00	12,114.02	1,912.74	4,465.98	73.06
100-1330-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,635.00	4,845.57	765.09	1,789.43	73.03
100-1330-51.27000	WORKERS COMP	400.00	206.37	206.37	193.63	51.59
100-1330-52.11000	ELECTION SERVICES	71,000.00	55,247.51	0.00	15,752.49	77.81
100-1330-52.32000	CELL PHONES	1,000.00	743.63	93.01	256.37	74.36
100-1330-52.33000	ADVERTISING	10,000.00	2,293.63	85.00	7,706.37	22.94
100-1330-52.35000	TRAVEL EXPENSE	3,000.00	2,675.87	24.12	324.13	89.20
100-1330-52.36000	DUES & FEES	1,200.00	416.24	200.00	783.76	34.69

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1330 CITY CLERK						
100-1330-52.37000	EDUCATION & TRAINING	3,000.00	3,370.00	1,220.00	(370.00)	112.33
100-1330-53.10000	OPERATING SUPPLIES	2,600.00	2,973.87	0.00	(373.87)	114.38
100-1330-53.13000	FOOD SUPPLIES	1,200.00	41.39	41.39	1,158.61	3.45
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	0.00	184.93	99.62
Total Dept 1330 - CITY CLERK		361,695.00	278,416.93	26,568.54	83,278.07	76.98
Department: 1500 FACILITIES & BUILDINGS						
100-1500-52.12000	PROFESSIONAL SERVICES	50,000.00	0.00	0.00	50,000.00	0.00
100-1500-52.13001	SECURITY SERVICES	65,000.00	46,971.00	8,726.00	18,029.00	72.26
100-1500-52.21300	JANITORIAL	2,280.00	1,710.00	190.00	570.00	75.00
100-1500-52.22000	REPAIRS & MAINTENANCE	20,000.00	8,684.73	423.29	11,315.27	43.42
100-1500-52.23100	RENTAL OF LAND AND BUILDINGS	456,442.00	381,638.85	35,953.29	74,803.15	83.61
100-1500-52.32100	INTERNET	25,200.00	19,738.36	2,129.38	5,461.64	78.33
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	474,326.68	47,421.96	226,455.32	67.69
Department: 1510 FINANCE ADMINISTRATION						
100-1510-51.11000	REGULAR SALARIES	472,360.00	305,424.00	53,170.78	166,936.00	64.66
100-1510-51.13000	OVERTIME SALARIES	1,500.00	1,851.97	375.03	(351.97)	123.46
100-1510-51.21000	GROUP HEALTH INSURANCE	137,500.00	87,267.42	11,800.50	50,232.58	63.47
100-1510-51.21003	LIFE INSURANCE	486.00	290.25	40.50	195.75	59.72
100-1510-51.21004	LONG TERM DISABILITY INSURANCE	6,875.00	920.36	188.52	5,954.64	13.39
100-1510-51.21005	SHORT TERM DISABILITY INSURANCE	2,334.00	1,822.45	199.04	511.55	78.08
100-1510-51.21006	EAP INSURANCE	0.00	10.75	1.50	(10.75)	100.00
100-1510-51.22000	FICA TAXES	6,875.00	4,455.49	776.40	2,419.51	64.81
100-1510-51.24000	EMPLOYER 401A 10% CONTRIBUTION	47,390.00	30,542.67	5,317.12	16,847.33	64.45
100-1510-51.24001	457 (B) 4% MATCHING CONTRIBUTION	17,000.00	10,806.43	1,915.95	6,193.57	63.57
100-1510-51.27000	WORKERS COMP	1,000.00	471.76	471.76	528.24	47.18
100-1510-52.11000	AUDIT SERVICES	45,000.00	43,650.00	0.00	1,350.00	97.00
100-1510-52.12000	PROFESSIONAL SERVICES	35,000.00	37,171.97	7,236.25	(2,171.97)	106.21
100-1510-52.32000	CELL PHONES	1,100.00	989.06	123.41	110.94	89.91
100-1510-52.32050	POSTAGE	0.00	30.45	30.45	(30.45)	100.00
100-1510-52.35000	TRAVEL EXPENSE	2,500.00	1,216.71	0.00	1,283.29	48.67
100-1510-52.36000	DUES & FEES	2,050.00	679.00	0.00	1,371.00	33.12
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	2,054.31	543.22	2,445.69	45.65
100-1510-53.13000	FOOD SUPPLIES	500.00	626.52	0.00	(126.52)	125.30
100-1510-53.17100	UNIFORMS	1,000.00	374.34	0.00	625.66	37.43
Total Dept 1510 - FINANCE ADMINISTRATION		788,820.00	532,205.91	82,190.43	256,614.09	67.47
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						

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Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1530 LEGAL SERVICES DEPARTMENT						
100-1530-52.12000	PROFESSIONAL SERVICES	160,300.00	51,600.00	5,825.00	108,700.00	32.19
100-1530-52.12200	ATTORNEY FEES / CITY ATTORNEY	264,224.00	136,921.74	18,920.35	127,302.26	51.82
100-1530-52.13000	OTHER SERVICES / TECHNICAL	0.00	5,000.00	0.00	(5,000.00)	100.00
100-1530-52.13100	CONTRACTUAL SERVICES	4,320.00	3,858.88	382.87	461.12	89.33
100-1530-53.10000	OPERATING SUPPLIES	0.00	69.18	0.00	(69.18)	100.00
Total Dept 1530 - LEGAL SERVICES DEPARTMENT		428,844.00	197,449.80	25,128.22	231,394.20	46.04
Department: 1535 IT/GIS						
100-1535-51.11000	REGULAR SALARIES	107,100.00	78,295.20	12,362.40	28,804.80	73.10
100-1535-51.21000	GROUP HEALTH INSURANCE	17,023.00	7,266.78	834.50	9,756.22	42.69
100-1535-51.21003	LIFE INSURANCE	100.00	54.00	6.75	46.00	54.00
100-1535-51.21004	LONG TERM DISABILITY INSURANCE	200.00	217.48	43.84	(17.48)	108.74
100-1535-51.21005	SHORT TERM DISABILITY INSURANCE	495.00	422.88	42.00	72.12	85.43
100-1535-51.21006	EAP INSURANCE	5.00	2.00	0.25	3.00	40.00
100-1535-51.22000	FICA TAXES	1,555.00	1,135.28	179.25	419.72	73.01
100-1535-51.24000	EMPLOYER 401A 10% CONTRIBUTION	10,710.00	7,829.52	1,236.24	2,880.48	73.10
100-1535-51.24001	457 (B) 4% MATCHING CONTRIBUTION	4,284.00	2,740.37	432.69	1,543.63	63.97
100-1535-51.27000	WORKERS COMP	0.00	63.45	63.45	(63.45)	100.00
100-1535-52.12300	CONTRACTUAL SVCS INTERDEV	616,260.00	458,960.19	50,969.03	157,299.81	74.48
100-1535-52.22000	REPAIRS & MAINTENANCE	0.00	590.00	0.00	(590.00)	100.00
100-1535-53.10000	OPERATING SUPPLIES	500.00	569.98	41.26	(69.98)	114.00
100-1535-54.24000	COMPUTER/SOFTWARE	337,779.00	167,612.67	12,843.85	170,166.33	49.62
Total Dept 1535 - IT/GIS		1,096,011.00	725,759.80	79,055.51	370,251.20	66.22
Department: 1540 HUMAN RESOURCES						
100-1540-51.11000	REGULAR SALARIES	97,921.00	71,556.85	11,298.45	26,364.15	73.08
100-1540-51.21000	GROUP HEALTH INSURANCE	7,803.00	7,003.77	848.64	799.23	89.76
100-1540-51.21003	LIFE INSURANCE	81.00	54.00	6.75	27.00	66.67
100-1540-51.21004	LONG TERM DISABILITY INSURANCE	506.00	185.67	40.07	320.33	36.69
100-1540-51.21005	SHORT TERM DISABILITY INSURANCE	389.00	418.04	42.00	(29.04)	107.47
100-1540-51.21006	EAP INSURANCE	5.00	2.00	0.25	3.00	40.00
100-1540-51.22000	FICA TAXES	1,420.00	1,037.57	163.82	382.43	73.07
100-1540-51.24000	EMPLOYER 401A 10% CONTRIBUTION	9,795.00	7,155.78	1,129.86	2,639.22	73.06
100-1540-51.24001	457 (B) 4% MATCHING CONTRIBUTION	3,920.00	2,862.35	451.95	1,057.65	73.02
100-1540-51.25000	TUITION REIMBURSEMENTS	16,000.00	0.00	0.00	16,000.00	0.00
100-1540-51.27000	WORKERS COMP	0.00	113.05	113.05	(113.05)	100.00
100-1540-51.29000	OTHER EMP BENFITS	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	363.01	45.40	186.99	66.00
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	292.25	40.76	3,207.75	8.35
100-1540-52.36000	DUES & FEES	5,000.00	4,695.20	2,051.00	304.80	93.90
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	3,305.11	1,260.27	1,694.89	66.10
100-1540-53.11000	OFFICE SUPPLIES	445.00	71.73	0.00	373.27	16.12
100-1540-53.13000	FOOD SUPPLIES	4,000.00	2,870.26	0.00	1,129.74	71.76

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024
 % Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1540 HUMAN RESOURCES						
Total Dept 1540 - HUMAN RESOURCES		178,835.00	105,200.64	17,492.27	73,634.36	58.83
Department: 1570 COMMUNICATIONS						
100-1570-52.12100	CONTRACTUAL SVCS -JACOBS	542,050.00	418,744.16	45,166.32	123,305.84	77.25
100-1570-52.13000	OTHER SERVICES / TECHNICAL	0.00	6,259.50	4,000.00	(6,259.50)	100.00
100-1570-52.32000	CELL PHONES	2,350.00	1,224.42	178.23	1,125.58	52.10
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	6,975.00	620.00	5,025.00	58.13
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	0.00	1,877.45	6.13
100-1570-53.10000	OPERATING SUPPLIES	10,000.00	10,101.66	148.50	(101.66)	101.02
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	12,462.00	0.00	8,538.00	59.34
Total Dept 1570 - COMMUNICATIONS		708,400.00	495,084.17	50,113.05	213,315.83	69.89
Department: 1595 GENERAL OPERATIONS						
100-1595-52.13000	OTHER SERVICES / TECHNICAL	2,900.00	2,010.30	129.80	889.70	69.32
100-1595-52.21400	LANDSCAPING	1,500.00	1,000.00	0.00	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	19,362.80	6,343.76	3,637.20	84.19
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	707.79	40.40	792.21	47.19
100-1595-52.32050	POSTAGE	15,000.00	8,954.37	8.45	6,045.63	59.70
100-1595-52.34000	PRINTING	16,000.00	10,634.70	5,431.23	5,365.30	66.47
100-1595-52.36000	DUES & FEES	40,000.00	12,644.84	0.00	27,355.16	31.61
100-1595-52.36100	SERVICE FEES - BANKING	54,300.00	43,008.88	9,306.04	11,291.12	79.21
100-1595-53.10000	OPERATING SUPPLIES	9,500.00	6,418.48	610.30	3,081.52	67.56
100-1595-53.11000	OFFICE SUPPLIES	12,000.00	1,892.79	25.99	10,107.21	15.77
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	13,365.08	1,176.09	1,634.92	89.10
100-1595-53.17000	OTHER SUPPLIES	8,000.00	4,805.76	0.00	3,194.24	60.07
100-1595-54.25000	OTHER EQUIPMENT	2,000.00	0.00	(2,734.57)	2,000.00	0.00
Total Dept 1595 - GENERAL OPERATIONS		283,400.00	172,058.42	20,337.49	111,341.58	60.71
Department: 2650 MUNICIPAL COURT						
100-2650-51.11000	REGULAR SALARIES	203,520.00	146,592.48	23,995.84	56,927.52	72.03
100-2650-51.11111	PART-TIME SALARY (PERMANENT)	10,000.00	11,260.12	5,475.81	(1,260.12)	112.60
100-2650-51.13000	OVERTIME SALARIES	100.00	11.16	1.50	88.84	11.16
100-2650-51.21000	GROUP HEALTH INSURANCE	35,000.00	19,750.30	2,545.92	15,249.70	56.43
100-2650-51.21003	LIFE INSURANCE	243.00	44.40	20.25	198.60	18.27
100-2650-51.21004	LONG TERM DISABILITY INSURANCE	914.00	404.04	85.58	509.96	44.21
100-2650-51.21005	SHORT TERM DISABILITY INSURANCE	1,167.00	905.36	97.40	261.64	77.58
100-2650-51.21006	EAP INSURANCE	10.00	8.15	2.55	1.85	81.50
100-2650-51.22000	FICA TAXES	3,030.00	2,289.03	427.36	740.97	75.55
100-2650-51.24000	EMPLOYER 401A 10% CONTRIBUTION	20,900.00	15,785.35	2,947.19	5,114.65	75.53
100-2650-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,500.00	5,855.81	959.90	644.19	90.09
100-2650-51.27000	WORKERS COMP	0.00	226.99	226.99	(226.99)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 2650 MUNICIPAL COURT						
100-2650-52.12000	PROFESSIONAL SERVICES	154,740.00	48,113.81	5,257.26	106,626.19	31.09
100-2650-52.12200	ATTORNEY FEES/CITY ATTORNEY	104,640.00	63,718.07	14,867.00	40,921.93	60.89
100-2650-52.32000	CELL PHONES	984.00	824.21	80.80	159.79	83.76
100-2650-52.32050	POSTAGE	200.00	45.11	0.00	154.89	22.56
100-2650-52.35000	TRAVEL EXPENSE	8,200.00	5,339.84	1,092.89	2,860.16	65.12
100-2650-52.36000	DUES & FEES	2,000.00	828.03	52.00	1,171.97	41.40
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	8,721.58	4,101.20	16,278.42	34.89
100-2650-53.13000	FOOD SUPPLIES	10,800.00	7,249.84	992.93	3,550.16	67.13
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	10,860.12	1,206.68	18,639.88	36.81
Total Dept 2650 - MUNICIPAL COURT		620,948.00	351,219.82	64,437.05	269,728.18	56.56
Department: 4100 PUBLIC WORKS ADMINISTRATION						
100-4100-52.12100	CONTRACTUAL SVCS -JACOBS	944,939.00	669,875.62	78,741.50	275,063.38	70.89
100-4100-52.12400	CONTRACTUAL SVCS-LOWE ENGINEERING	676,630.97	344,649.12	48,051.64	331,981.85	50.94
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	4,000.66	657.32	1,759.34	69.46
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	56,999.97	6,333.33	19,000.03	75.00
100-4100-53.10000	OPERATING SUPPLIES	5,000.00	3,699.30	95.92	1,300.70	73.99
100-4100-53.12200	NATURAL GAS	0.00	1,665.77	567.89	(1,665.77)	100.00
100-4100-53.16000	SMALL EQUIPMENT	5,000.00	720.27	0.00	4,279.73	14.41
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	59,900.50	350.00	51,724.50	53.66
100-4100-54.25000	OTHER EQUIPMENT	0.00	24,040.40	0.00	(24,040.40)	100.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		1,863,874.07	1,174,570.90	134,797.60	689,303.17	63.02
Department: 4200 HIGHWAYS AND STREETS						
100-4200-52.13000	OTHER SERVICES / TECHNICAL	41,400.00	360.00	180.00	41,040.00	0.87
100-4200-52.22240	REPAIRS & MAINT - STREET MAINTENANCE	768,000.00	564,965.47	56,854.60	203,034.53	73.56
100-4200-53.10000	OPERATING SUPPLIES	235,000.00	137,103.03	20,029.04	97,896.97	58.34
Total Dept 4200 - HIGHWAYS AND STREETS		1,044,400.00	702,428.50	77,063.64	341,971.50	67.26
Department: 4226 RIGHT OF WAY MAINTENANCE						
100-4226-52.13000	OTHER SERVICES / TECHNICAL	200,000.00	54,240.00	5,460.00	145,760.00	27.12
100-4226-52.21400	LANDSCAPING	564,000.00	320,700.00	35,500.00	243,300.00	56.86
100-4226-53.10000	OPERATING SUPPLIES	125,000.00	1,236.48	0.00	123,763.52	0.99
Total Dept 4226 - RIGHT OF WAY MAINTENANCE		889,000.00	376,176.48	40,960.00	512,823.52	42.31
Department: 4260 STREET LIGHTING						
100-4260-53.12300	ELECTRICITY	14,500.00	137,483.52	44,699.04	(122,983.52)	948.16
Total Dept 4260 - STREET LIGHTING		14,500.00	137,483.52	44,699.04	(122,983.52)	948.16

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
100-6210-51.11000	REGULAR SALARIES	700,260.00	504,969.53	81,456.26	195,290.47	72.11
100-6210-51.11111	PART-TIME SALARY (PERMANENT)	343,260.00	158,492.12	24,914.13	184,767.88	46.17
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	688.54	169.26	311.46	68.85
100-6210-51.21000	GROUP HEALTH INSURANCE	168,500.00	107,727.20	13,551.70	60,772.80	63.93
100-6210-51.21003	LIFE INSURANCE	972.00	580.50	74.25	391.50	59.72
100-6210-51.21004	LONG TERM DISABILITY INSURANCE	2,336.00	1,415.13	288.87	920.87	60.58
100-6210-51.21005	SHORT TERM DISABILITY INSURANCE	4,668.00	3,248.14	322.86	1,419.86	69.58
100-6210-51.21006	EAP INSURANCE	100.00	88.90	11.40	11.10	88.90
100-6210-51.22000	FICA TAXES	32,885.00	16,301.74	1,544.84	16,583.26	49.57
100-6210-51.24000	EMPLOYER 401A 10% CONTRIBUTION	104,475.00	66,346.33	10,637.10	38,128.67	63.50
100-6210-51.24001	457 (B) 4% MATCHING CONTRIBUTION	27,930.00	16,887.88	2,682.34	11,042.12	60.47
100-6210-51.27000	WORKERS COMP	12,000.00	8,120.67	8,120.67	3,879.33	67.67
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	20,220.81	1,500.00	4,779.19	80.88
100-6210-52.13100	CONTRACTUAL SERVICES	0.00	927.03	730.55	(927.03)	100.00
100-6210-52.21300	JANITORIAL SERVICE	10,800.00	7,650.00	850.00	3,150.00	70.83
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	92,796.69	5,511.18	12,173.31	88.40
100-6210-52.22001	REPAIRS & MAINTENANCE - VEH	18,000.00	5,798.23	1,486.89	12,201.77	32.21
100-6210-52.23100	RENTAL OF LAND AND BUILDINGS	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
100-6210-52.23202	EQUIPMENT RENTAL	0.00	1,077.80	1,077.80	(1,077.80)	100.00
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	5,105.37	652.31	(105.37)	102.11
100-6210-52.32050	POSTAGE	0.00	183.48	0.00	(183.48)	100.00
100-6210-52.32100	INTERNET	38,000.00	24,396.64	2,664.44	13,603.36	64.20
100-6210-52.33000	ADVERTISING	5,500.00	1,722.89	153.14	3,777.11	31.33
100-6210-52.34000	PRINTING	12,500.00	1,578.49	0.00	10,921.51	12.63
100-6210-52.35000	TRAVEL EXPENSE	15,000.00	4,565.38	157.65	10,434.62	30.44
100-6210-52.36000	DUES & FEES	2,000.00	2,678.25	166.45	(678.25)	133.91
100-6210-52.37000	EDUCATION & TRAINING	9,650.00	8,710.93	313.51	939.07	90.27
100-6210-53.10000	OPERATING SUPPLIES	34,000.00	22,883.38	1,080.73	11,116.62	67.30
100-6210-53.10010	OPERATING SUPPLIES - PROGRAMS	31,500.00	11,759.43	1,169.61	19,740.57	37.33
100-6210-53.10020	OPERATING SUPPLIES - ATHLETICS	42,000.00	38,350.59	6,375.54	3,649.41	91.31
100-6210-53.11000	OFFICE SUPPLIES	7,500.00	2,045.90	88.92	5,454.10	27.28
100-6210-53.12100	WATER/SEWER	3,500.00	142.64	19.15	3,357.36	4.08
100-6210-53.12200	NATURAL GAS	16,000.00	10,773.14	1,042.42	5,226.86	67.33
100-6210-53.12300	ELECTRICITY	84,000.00	52,205.69	4,649.05	31,794.31	62.15
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	4,072.64	353.80	2,927.36	58.18
100-6210-53.13000	FOOD SUPPLIES	9,000.00	7,646.44	680.23	1,353.56	84.96
100-6210-53.13010	FOOD SUPPLIES - PROGRAMS	3,500.00	2,985.22	208.40	514.78	85.29
100-6210-53.13020	FOOD SUPPLIES - ATHLETICS	3,500.00	518.04	0.00	2,981.96	14.80
100-6210-53.15000	SUPPLIES/INVENTORY PURCHASED FOR RES	5,000.00	2,434.55	1,076.18	2,565.45	48.69
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

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
100-6210-53.23000	FURNITURE AND FIXTURES	7,500.00	1,714.50	0.00	5,785.50	22.86
100-6210-54.24000	COMPUTER/SOFTWARE	8,800.00	2,714.45	95.20	6,085.55	30.85
Total Dept 6210 - PARKS & RECREATION		2,176,494.00	1,337,703.56	175,876.83	838,790.44	61.46
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	17,000.00	12,863.75	1,289.00	4,136.25	75.67
100-6211-52.21400	LANDSCAPING	720,000.00	537,264.00	59,696.00	182,736.00	74.62
100-6211-52.22000	REPAIRS & MAINTENANCE	259,850.00	240,535.56	25,903.14	19,314.44	92.57
100-6211-52.23202	EQUIPMENT RENTAL	5,000.00	1,729.93	0.00	3,270.07	34.60
100-6211-52.31000	GENERAL LIABILITY INSURANCE	1,300.00	1,008.00	0.00	292.00	77.54
100-6211-52.32100	INTERNET	0.00	290.38	290.38	(290.38)	100.00
100-6211-52.39000-PR2113	OTHER PURCHASED SERVICES**DO NOT USE	0.00	(4,250.00)	(2,500.00)	4,250.00	100.00
100-6211-53.10000	OPERATING SUPPLIES	12,050.00	9,033.94	403.48	3,016.06	74.97
100-6211-53.12100	WATER/SEWER	2,800.00	1,604.09	0.00	1,195.91	57.29
100-6211-53.12300	ELECTRICITY	115,000.00	94,709.47	7,966.49	20,290.53	82.36
Total Dept 6211 - PARKS		1,141,000.00	898,892.82	93,048.49	242,107.18	78.78
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	90,018.50	16,175.00	28,131.50	76.19
100-6212-52.22000	REPAIRS & MAINTENANCE	39,100.00	17,816.92	0.00	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)	0.00	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	0.00	0.00	13,500.00	0.00
100-6212-53.15000	SUPPLIES/INVENTORY PURCHASED FOR RES	5,000.00	3,110.13	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	114,645.16	16,175.00	99,804.84	53.46
Department: 6213 SPECIAL EVENTS						
100-6213-52.13001	SECURITY SERVICES	10,500.00	9,000.00	2,700.00	1,500.00	85.71
100-6213-52.21100	SANITATION	3,000.00	1,838.00	1,838.00	1,162.00	61.27
100-6213-52.23200	RENTALS - SPECIAL EVENTS	48,500.00	31,257.17	31,257.17	17,242.83	64.45
100-6213-52.36200	DUES & FEES SPECIAL EVENTS	1,000.00	0.00	0.00	1,000.00	0.00
100-6213-52.39200	PURCHASED SERVICES-SPECIAL EVENTS	49,000.00	55,186.06	40,356.06	(6,186.06)	112.62
100-6213-53.13200	FOOD SUPPLIES-SPECIAL EVENTS	8,000.00	6,266.59	6,266.59	1,733.41	78.33
100-6213-53.17200	OPERATING SUPPLIES-SPECIAL EVENTS	90,000.00	76,704.62	71,167.56	13,295.38	85.23
Total Dept 6213 - SPECIAL EVENTS		210,000.00	180,252.44	153,585.38	29,747.56	85.83
Department: 7000 COMMUNITY DEVELOPMENT						
100-7000-51.11000	REGULAR SALARIES	226,085.00	132,790.29	26,042.31	93,294.71	58.73
100-7000-51.21000	GROUP HEALTH INSURANCE	48,126.00	19,375.38	1,613.30	28,750.62	40.26
100-7000-51.21003	LIFE INSURANCE	162.00	81.00	13.50	81.00	50.00
100-7000-51.21004	LONG TERM DISABILITY INSURANCE	2,100.00	421.50	92.35	1,678.50	20.07
100-7000-51.21005	SHORT TERM DISABILITY INSURANCE	778.00	620.26	84.00	157.74	79.72
100-7000-51.21006	EAP INSURANCE	5.00	2.25	0.50	2.75	45.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

% Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 7000 COMMUNITY DEVELOPMENT						
100-7000-51.22000	FICA TAXES	3,320.00	1,925.46	377.61	1,394.54	58.00
100-7000-51.24000	EMPLOYER 401A 10% CONTRIBUTION	22,900.00	13,279.10	2,604.24	9,620.90	57.99
100-7000-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,000.00	0.00	0.00	6,000.00	0.00
100-7000-51.27000	WORKERS COMP	0.00	92.32	92.32	(92.32)	100.00
100-7000-52.13000	OTHER SERVICES / TECHNICAL	120,000.00	31,120.00	0.00	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	337.23	135.24	(37.23)	112.41
100-7000-52.32050	POSTAGE	2,000.00	881.11	60.38	1,118.89	44.06
100-7000-52.33000	ADVERTISING	2,500.00	1,050.00	180.00	1,450.00	42.00
100-7000-52.36000	DUES & FEES	1,000.00	409.55	26.45	590.45	40.96
100-7000-52.37000	EDUCATION & TRAINING	1,900.00	1,038.34	0.00	861.66	54.65
100-7000-53.10000	OPERATING SUPPLIES	3,000.00	3,881.21	71.21	(881.21)	129.37
100-7000-53.12700	GASOLINE/DIESEL	0.00	175.01	90.00	(175.01)	100.00
100-7000-53.13000	FOOD SUPPLIES	2,500.00	310.07	0.00	2,189.93	12.40
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	210,216.04	31,483.41	240,459.96	46.64
Department: 7210 PROTECTIVE INSPECTIONS						
100-7210-52.12100	CONTRACTUAL SVCS -JACOBS	609,403.00	462,829.70	50,781.38	146,573.30	75.95
100-7210-52.32000	CELL PHONES	4,800.00	4,708.68	588.73	91.32	98.10
100-7210-53.10000	OPERATING SUPPLIES	500.00	1,203.40	0.00	(703.40)	240.68
Total Dept 7210 - PROTECTIVE INSPECTIONS		614,703.00	468,741.78	51,370.11	145,961.22	76.26
Department: 7410 PLANNING AND ZONING						
100-7410-52.12100	CONTRACTUAL SVCS -JACOBS	347,904.00	264,863.08	28,990.72	83,040.92	76.13
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	444.21	80.80	55.79	88.84
100-7410-53.10000	OPERATING SUPPLIES	0.00	207.54	0.00	(207.54)	100.00
100-7410-53.17100	UNIFORMS	100.00	30.00	0.00	70.00	30.00
Total Dept 7410 - PLANNING AND ZONING		360,504.00	277,499.82	29,071.52	83,004.18	76.98
Department: 7420 CODE ENFORCEMENT						
100-7420-52.12100	CONTRACTUAL SVCS -JACOBS	403,116.00	317,692.14	33,591.56	85,423.86	78.81
Total Dept 7420 - CODE ENFORCEMENT		403,116.00	317,692.14	33,591.56	85,423.86	78.81
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-51.11000	REGULAR SALARIES	93,900.00	66,729.22	10,827.69	27,170.78	71.06
100-7520-51.21000	GROUP HEALTH INSURANCE	24,323.00	18,473.11	1,698.16	5,849.89	75.95
100-7520-51.21003	LIFE INSURANCE	81.00	54.00	6.75	27.00	66.67
100-7520-51.21004	LONG TERM DISABILITY INSURANCE	348.00	180.66	38.40	167.34	51.91
100-7520-51.21005	SHORT TERM DISABILITY INSURANCE	389.00	418.04	42.00	(29.04)	107.47
100-7520-51.21006	EAP INSURANCE	5.00	2.00	0.25	3.00	40.00
100-7520-51.22000	FICA TAXES	1,365.00	967.58	157.00	397.42	70.88
100-7520-51.24000	EMPLOYER 401A 10% CONTRIBUTION	9,385.00	6,672.87	1,082.76	2,712.13	71.10
100-7520-51.24001	457 (B) 4% MATCHING CONTRIBUTION	3,755.00	2,669.18	433.11	1,085.82	71.08
100-7520-51.27000	WORKERS COMP	300.00	104.08	104.08	195.92	34.69
100-7520-52.12100	CONTRACTUAL SVCS -JACOBS	106,253.00	81,124.80	8,854.02	25,128.20	76.35

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024
 % Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 7520 ECONOMIC DEVELOPMENT						
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	646.02	80.80	373.98	63.34
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	540.41	48.00	11,959.59	4.32
100-7520-53.13000	FOOD SUPPLIES	4,500.00	1,757.01	233.83	2,742.99	39.04
Total Dept 7520 - ECONOMIC DEVELOPMENT		303,524.00	182,296.72	23,606.85	121,227.28	60.06
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
100-7550-52.12000	PROFESSIONAL SERVICES	18,824.50	12,223.00	6,104.00	6,601.50	64.93
100-7550-52.13000	OTHER SERVICES / TECHNICAL	30,175.50	175.48	0.00	30,000.02	0.58
100-7550-52.32050	POSTAGE	0.00	68.20	0.00	(68.20)	100.00
100-7550-52.34005	PRINTING AND BINDING COMMUNITY PROJE	0.00	281.80	0.00	(281.80)	100.00
100-7550-52.37000	EDUCATION & TRAINING	1,000.00	146.20	0.00	853.80	14.62
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		50,000.00	12,894.68	6,104.00	37,105.32	25.79
Department: 9000 INTERFUND						
100-9000-61.30000	TRANSFER TO CAPITAL FUND	6,527,000.00	6,527,000.00	5,527,000.00	0.00	100.00
Total Dept 9000 - INTERFUND		6,527,000.00	6,527,000.00	5,527,000.00	0.00	100.00
Expenditures		22,293,830.07	16,856,112.84	6,982,916.11	5,437,717.23	75.61
Fund 100 - GENERAL FUND:						
TOTAL REVENUES		27,621,171.00	24,102,148.52	4,402,034.14	3,519,022.48	
TOTAL EXPENDITURES		22,293,830.07	16,856,112.84	6,982,916.11	5,437,717.23	
NET OF REVENUES & EXPENDITURES:		5,327,340.93	7,246,035.68	(2,580,881.97)	(1,918,694.75)	
BEG. FUND BALANCE		13,391,353.16	13,391,353.16			
END FUND BALANCE		18,718,694.09	20,637,388.84			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

% Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 206 TREE FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
206-0000-37.10000	CONTRIBUTIONS / DONATIONS	15,000.00	14,000.00	8,000.00	1,000.00	93.33
Total Dept 0000 - NON DEPARTMENTAL		15,000.00	14,000.00	8,000.00	1,000.00	93.33
Revenues		15,000.00	14,000.00	8,000.00	1,000.00	93.33
Account Category: Expenditures						
Department: 4100 PUBLIC WORKS ADMINISTRATION						
206-4100-54.12000	CAPITAL - SITE IMPROVEMENTS	100,000.00	0.00	0.00	100,000.00	0.00
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	14,000.00	8,000.00	1,000.00	
TOTAL EXPENDITURES		100,000.00	0.00	0.00	100,000.00	
NET OF REVENUES & EXPENDITURES:		(85,000.00)	14,000.00	8,000.00	(99,000.00)	
BEG. FUND BALANCE		194,240.18	194,240.18			
END FUND BALANCE		109,240.18	208,240.18			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

% Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 220 GRANT FUND						
Account Category: Revenues						
Department: 6211 PARKS						
220-6211-33.43100	DIRECT STATE CAPITAL GRANT-JHP-GOSP	156,000.00	24,900.00	0.00	131,100.00	15.96
Total Dept 6211 - PARKS		156,000.00	24,900.00	0.00	131,100.00	15.96
Revenues		156,000.00	24,900.00	0.00	131,100.00	15.96
Account Category: Expenditures						
Department: 6211 PARKS						
220-6211-52.39000	OTHER PURCHASED SERVICES	208,000.00	38,200.00	0.00	169,800.00	18.37
Total Dept 6211 - PARKS		208,000.00	38,200.00	0.00	169,800.00	18.37
Expenditures		208,000.00	38,200.00	0.00	169,800.00	18.37
Fund 220 - GRANT FUND:						
TOTAL REVENUES		156,000.00	24,900.00	0.00	131,100.00	
TOTAL EXPENDITURES		208,000.00	38,200.00	0.00	169,800.00	
NET OF REVENUES & EXPENDITURES:		(52,000.00)	(13,300.00)	0.00	(38,700.00)	
BEG. FUND BALANCE		91,800.00	91,800.00			
END FUND BALANCE		39,800.00	78,500.00			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024
 % Fiscal Year Completed: 75.14

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt 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	6,500,000.00	0.00	0.00	6,500,000.00	0.00
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	0.00	17,395.63	57.57
230-1320-51.21000	GROUP HEALTH INSURANCE	8,512.00	2,710.84	0.00	5,801.16	31.85
230-1320-51.21003	LIFE INSURANCE	41.00	23.58	0.00	17.42	57.51
230-1320-51.21004	LONG TERM DISABILITY INSURANCE	0.00	65.31	0.00	(65.31)	100.00
230-1320-51.21005	SHORT TERM DISABILITY INSURANCE	195.00	181.75	0.00	13.25	93.21
230-1320-51.21006	EAP INSURANCE	0.00	0.83	0.00	(0.83)	100.00
230-1320-51.22000	FICA TAXES	300.00	342.23	0.00	(42.23)	114.08
230-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	4,100.00	2,360.43	0.00	1,739.57	57.57
230-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	1,640.00	944.08	0.00	695.92	57.57
230-1320-52.39000-CM2203	OTHER PURCHASED SERVICES	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 1320 - CITY MANAGEMENT		58,288.00	30,233.42	0.00	28,054.58	51.87
Department: 4100 PUBLIC WORKS ADMINISTRATION						
230-4100-52.39000	OTHER PURCHASED SERVICES	0.00	44,625.00	44,625.00	(44,625.00)	100.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		0.00	44,625.00	44,625.00	(44,625.00)	100.00
Department: 4224 SIDEWALKS						
230-4224-54.14005	INFRASTRUCTURE - SIDEWALKS	0.00	136,823.28	47,324.08	(136,823.28)	100.00
Total Dept 4224 - SIDEWALKS		0.00	136,823.28	47,324.08	(136,823.28)	100.00
Department: 4910 STORMWATER						
230-4910-54.12000	CAPITAL - SITE IMPROVEMENTS	0.00	141,458.96	89,418.13	(141,458.96)	100.00
Total Dept 4910 - STORMWATER		0.00	141,458.96	89,418.13	(141,458.96)	100.00
Department: 6211 PARKS						
230-6211-54.12000-PR2201	FITZGERALD PARK SITE IMPROVEMENTS	0.00	38,410.65	0.00	(38,410.65)	100.00
Total Dept 6211 - PARKS		0.00	38,410.65	0.00	(38,410.65)	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		4,558,288.00	4,891,551.31	181,367.21	(333,263.31)	107.31
Fund 230 - AMERICAN RESCUE PLAN ACT OF 2021:						
TOTAL REVENUES		6,500,000.00	0.00	0.00	6,500,000.00	
TOTAL EXPENDITURES		4,558,288.00	4,891,551.31	181,367.21	(333,263.31)	
NET OF REVENUES & EXPENDITURES:		1,941,712.00	(4,891,551.31)	(181,367.21)	6,833,263.31	
BEG. FUND BALANCE		0.00	0.00			
END FUND BALANCE		1,941,712.00	(4,891,551.31)			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

% Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 271 SPECIAL ASSESSMENT STREET LIGHTS						
Account Category: Revenues						
Department: 4260 STREET LIGHTING						
271-4260-34.32000	SPECIAL ASSESSMENT - STREETLIGHTS	425,000.00	0.00	0.00	425,000.00	0.00
Total Dept 4260 - STREET LIGHTING		425,000.00	0.00	0.00	425,000.00	0.00
Revenues		425,000.00	0.00	0.00	425,000.00	0.00
Account Category: Expenditures						
Department: 4260 STREET LIGHTING						
271-4260-53.12300	ELECTRICITY	325,000.00	12,847.62	4,400.64	312,152.38	3.95
271-4260-54.14003	INFRASTRUCTURE - STREETLIGHTS	100,000.00	0.00	0.00	100,000.00	0.00
Total Dept 4260 - STREET LIGHTING		425,000.00	12,847.62	4,400.64	412,152.38	3.02
Expenditures		425,000.00	12,847.62	4,400.64	412,152.38	3.02
Fund 271 - SPECIAL ASSESSMENT STREET LIGHTS:						
TOTAL REVENUES		425,000.00	0.00	0.00	425,000.00	
TOTAL EXPENDITURES		425,000.00	12,847.62	4,400.64	412,152.38	
NET OF REVENUES & EXPENDITURES:		0.00	(12,847.62)	(4,400.64)	12,847.62	
BEG. FUND BALANCE		0.00	0.00			
END FUND BALANCE		0.00	(12,847.62)			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 272 SPECIAL ASSESSMENT TRAFFIC CALMING						
Account Category: Revenues						
Department: 4200 HIGHWAYS AND STREETS						
272-4200-34.32001	SPECIAL ASSESSMENT - TRAFFIC CALMING	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 4200 - HIGHWAYS AND STREETS		10,000.00	0.00	0.00	10,000.00	0.00
Revenues		10,000.00	0.00	0.00	10,000.00	0.00
Account Category: Expenditures						
Department: 4200 HIGHWAYS AND STREETS						
272-4200-54.14000	INFRASTRUCTURE - TRAFFIC CALMING	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 4200 - HIGHWAYS AND STREETS		10,000.00	0.00	0.00	10,000.00	0.00
Expenditures		10,000.00	0.00	0.00	10,000.00	0.00
Fund 272 - SPECIAL ASSESSMENT TRAFFIC CALMING:						
TOTAL REVENUES		10,000.00	0.00	0.00	10,000.00	
TOTAL EXPENDITURES		10,000.00	0.00	0.00	10,000.00	
NET OF REVENUES & EXPENDITURES:		0.00	0.00	0.00	0.00	
BEG. FUND BALANCE		0.00	0.00			
END FUND BALANCE		0.00	0.00			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

% Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 275 HOTEL/MOTEL						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
275-0000-31.41000	HOTEL/MOTEL EXCISE TAX	1,330,000.00	712,400.33	153,337.63	617,599.67	53.56
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	712,866.44	153,337.63	617,133.56	53.60
Revenues		1,330,000.00	712,866.44	153,337.63	617,133.56	53.60
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
275-6210-61.30000	TRANSFER TO CAPITAL FUND	249,375.00	133,308.54	15,250.76	116,066.46	53.46
Total Dept 6210 - PARKS & RECREATION		249,375.00	133,308.54	15,250.76	116,066.46	53.46
Department: 7520 ECONOMIC DEVELOPMENT						
275-7520-57.20000	DISCOVER DEKALB	581,875.00	311,053.24	35,585.10	270,821.76	53.46
275-7520-61.10000	TRANSFER TO GENERAL FUND	498,750.00	266,617.07	30,501.51	232,132.93	53.46
Total Dept 7520 - ECONOMIC DEVELOPMENT		1,080,625.00	577,670.31	66,086.61	502,954.69	53.46
Expenditures		1,330,000.00	710,978.85	81,337.37	619,021.15	53.46
Fund 275 - HOTEL/MOTEL:						
TOTAL REVENUES		1,330,000.00	712,866.44	153,337.63	617,133.56	
TOTAL EXPENDITURES		1,330,000.00	710,978.85	81,337.37	619,021.15	
NET OF REVENUES & EXPENDITURES:		0.00	1,887.59	72,000.26	(1,887.59)	
BEG. FUND BALANCE		683.19	683.19			
END FUND BALANCE		683.19	2,570.78			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% 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	41,471.55	6,800.44	23,328.45	64.00
Total Dept 0000 - NON DEPARTMENTAL		64,800.00	41,471.55	6,800.44	23,328.45	64.00
Revenues		64,800.00	41,471.55	6,800.44	23,328.45	64.00
Account Category: Expenditures						
Department: 7540 ECONOMIC DEV						
280-7540-61.10000	TRANSFER TO GENERAL FUND	64,800.00	47,135.17	6,800.44	17,664.83	72.74
Total Dept 7540 - ECONOMIC DEV		64,800.00	47,135.17	6,800.44	17,664.83	72.74
Expenditures		64,800.00	47,135.17	6,800.44	17,664.83	72.74
Fund 280 - RENTAL MOTOR VEHICLE FUND:						
TOTAL REVENUES		64,800.00	41,471.55	6,800.44	23,328.45	
TOTAL EXPENDITURES		64,800.00	47,135.17	6,800.44	17,664.83	
NET OF REVENUES & EXPENDITURES:		0.00	(5,663.62)	0.00	5,663.62	
BEG. FUND BALANCE		5,663.62	5,663.62			
END FUND BALANCE		5,663.62	0.00			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024
 % Fiscal Year Completed: 75.14

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 300 CAPITAL						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
300-0000-33.43000	STATE GRANTS CAPITAL PROJECTS	432,992.00	432,991.74	0.00	0.26	100.00
Total Dept 0000 - NON DEPARTMENTAL		432,992.00	432,991.74	0.00	0.26	100.00
Department: 4100 PUBLIC WORKS ADMINISTRATION						
300-4100-37.10000	CONTRIBUTIONS / DONATIONS	436,827.11	436,827.11	0.00	0.00	100.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		436,827.11	436,827.11	0.00	0.00	100.00
Department: 6211 PARKS						
300-6211-37.10000-PR2404	PETERS PARK BATHROOM - DEKALB	117,298.00	0.00	0.00	117,298.00	0.00
Total Dept 6211 - PARKS		117,298.00	0.00	0.00	117,298.00	0.00
Department: 9000 INTERFUND						
300-9000-39.12000	TRANSFER FROM HOTEL	249,375.00	133,308.54	15,250.76	116,066.46	53.46
300-9000-39.30000	TRANSFER FROM GENERAL FUND	6,527,000.00	6,527,000.00	5,527,000.00	0.00	100.00
Total Dept 9000 - INTERFUND		6,776,375.00	6,660,308.54	5,542,250.76	116,066.46	98.29
Revenues		7,763,492.11	7,530,127.39	5,542,250.76	233,364.72	96.99
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	0.00	500,000.00	50.00
300-1320-54.12000-CM2403	CITYWIDE BEAUTIFICATION PROJECTS FY2	652,933.59	107,974.74	0.00	544,958.85	16.54
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		7,052,933.59	607,974.74	0.00	6,444,958.85	8.62
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 INTERIOR RENOVATIONS	300,000.00	17,700.00	7,375.00	282,300.00	5.90
Total Dept 1595 - GENERAL OPERATIONS		300,000.00	17,700.00	7,375.00	282,300.00	5.90
Department: 2650 MUNICIPAL COURT						
300-2650-54.23000-CT2202	FINGERRINT MACHINE FY22	25,423.00	0.00	0.00	25,423.00	0.00
300-2650-54.24000-CT2101	E TICKET SOFTWARE	38,000.00	0.00	0.00	38,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024
 % Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 300 CAPITAL						
Account Category: Expenditures						
Department: 2650 MUNICIPAL COURT						
Total Dept 2650 - MUNICIPAL COURT		63,423.00	0.00	0.00	63,423.00	0.00
Department: 4100 PUBLIC WORKS ADMINISTRATION						
300-4100-52.12000-CE2207	ENGINEERING DESIGN SERVICES FY22	20,000.00	20,000.00	20,000.00	0.00	100.00
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	137,987.70	17,729.24	112,012.30	55.20
300-4100-54.12000-CE2104	LAWRENCEVILLE HWY@I-285 LANDSCAPE	100,000.00	0.00	0.00	100,000.00	0.00
300-4100-54.14000	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-CE2208	FELLOWSHIP@IDLEWOOD ROUNDABOUT	188,615.00	61,400.00	0.00	127,215.00	32.55
300-4100-54.14000-CE2304	JULIETTE ROAD STREET PROJECT	1,651,703.25	821,954.26	687,962.26	829,748.99	49.76
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	HUGH HOWELL RD TRAIL -PHASE 2	(54,310.03)	8,122.53	0.00	(62,432.56)	(14.96)
300-4100-54.14000-CE2310	ENGINEERING DESIGN STUDIES FY23	36,826.25	8,810.00	6,710.00	28,016.25	23.92
300-4100-54.14000-CE2311	NORTH / SOUTH CONNECTIVITY STUDY	123,149.44	31,290.00	0.00	91,859.44	25.41
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	728,350.00	104,825.55	35,482.50	623,524.45	14.39
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
300-4100-54.14000-CE2416	IDLEWOOD @ SARR PKWY ROUNDABOUT	183,035.00	0.00	0.00	183,035.00	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		7,074,101.38	2,699,983.88	767,884.00	4,374,117.50	38.17
Department: 4224 SIDEWALKS						
300-4224-52.12000-CE2412	TUCKER NORTHLAKE TRAIL	303,378.43	0.00	0.00	303,378.43	0.00
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
300-4224-54.14005-CE2412	TUCKER NORTHLAKE TRAIL	955,658.35	0.00	0.00	955,658.35	0.00
300-4224-54.14005-CE2415	MONTREAL ROAD SIDEWALK	(20,000.00)	0.00	0.00	(20,000.00)	0.00
300-4224-54.14005-CE2418	SOUTH FORK PEACHTREE GREENWAY TRAIL	200,000.00	0.00	0.00	200,000.00	0.00
300-4224-54.14005-CE2423	MONTREAL INDUSTRIAL WAY SIDEWALK	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 4224 - SIDEWALKS		3,522,606.23	0.00	0.00	3,522,606.23	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	0.00	78,462.50	41.65
300-6210-52.12000-PR2308	PARK CONSTRUCTION PLANNING	37,555.11	26,241.99	9,311.50	11,313.12	69.88
300-6210-54.12000-PR2007	DOG PARK MONTREAL	46,805.00	39,417.80	3,100.00	7,387.20	84.22
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/HENDERSON PARK	50,000.00	24,550.00	0.00	25,450.00	49.10
300-6210-54.12000-PR2304	TRC ACTIVITY CENTER	53,298.92	53,298.92	37,788.00	0.00	100.00
300-6210-54.12000-PR2305	FITZGERALD PARK IMPROVEMENTS	1,722,627.58	122,820.61	0.00	1,599,806.97	7.13

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 300 CAPITAL						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
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	51,794.50	34,813.42	45,557.85	53.20
300-6210-54.20000-PR2012	PORTABLE GYMNASTICS	12,926.43	13,293.05	0.00	(366.62)	102.84
Total Dept 6210 - PARKS & RECREATION		3,883,719.11	463,791.58	85,012.92	3,419,927.53	11.94
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	82,510.79	3,000.00	(1,090.79)	101.34
300-6211-52.39000-PR2113	RECREATION PROJECTS TOURISM**DO NOT	2.67	(2,500.00)	(57,881.15)	2,502.67	(93,632.96)
300-6211-54.12000-PR2109	TRAILS	3,770.03	3,770.03	0.00	0.00	100.00
300-6211-54.12000-PR2113	HM TPD - P&R SITE IMPROVEMENTS	511,000.00	(4,250.00)	(80,703.08)	515,250.00	(0.83)
300-6211-54.12000-PR2116	J. HOMESTEAD PROJECT - RESTORATION	49,900.48	8,500.00	0.00	41,400.48	17.03
300-6211-54.12000-PR2201	FITZGERALD PARK IMPROVEMENTS FY22	574,005.48	491,003.21	243,384.83	83,002.27	85.54
300-6211-54.12000-PR2204	SPORTS FIELD LIGHTING FY22	90,500.00	0.00	0.00	90,500.00	0.00
300-6211-54.12000-PR2205	ROSENFELD TENNIS COURT IMPROVEMENTS	90,000.00	16,513.42	5,197.55	73,486.58	18.35
300-6211-54.12000-PR2206	TRAIL IMPROVEMENTS FY22	159,685.33	0.00	0.00	159,685.33	0.00
300-6211-54.12000-PR2207	COFER IMPRVMENTS-COFER LOOP-FENCE MOV	127,836.84	0.00	0.00	127,836.84	0.00
300-6211-54.12000-PR2313	TUCKER TOWN GREEN	587,299.41	472,680.00	25,630.00	114,619.41	80.48
300-6211-54.12000-PR2403	YELLOW TRL CONNECTOR BRIDGE TO WATER	(5,101.06)	0.00	0.00	(5,101.06)	0.00
300-6211-54.12000-PR2404	PETERS PARK BATHROOM	117,298.00	0.00	0.00	117,298.00	0.00
Total Dept 6211 - PARKS		2,402,592.18	1,083,202.45	138,628.15	1,319,389.73	45.08
Department: 7000 COMMUNITY DEVELOPMENT						
300-7000-52.13100-CD2401	2949 LAWRENCEVILLE HIGHWAY	35,000.00	0.00	0.00	35,000.00	0.00
300-7000-52.13100-CD2402	CITY STANDARD GUIDEBOOK	75,000.00	0.00	0.00	75,000.00	0.00
300-7000-54.22000-CD2404	VEHICLES	42,472.00	40,840.00	0.00	1,632.00	96.16
Total Dept 7000 - COMMUNITY DEVELOPMENT		152,472.00	40,840.00	0.00	111,632.00	26.79
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-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		103,351.40	55,603.40	0.00	47,748.00	53.80
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
300-7520-54.12000-ED2401	ADDITIONAL PARKING DTOWN TUCKER FY24	325,000.00	0.00	0.00	325,000.00	0.00
300-7520-54.13000-CM2305	FIRST AVE TRASH FACILITY	228,935.00	15,905.31	8,512.41	213,029.69	6.95
Total Dept 7520 - ECONOMIC DEVELOPMENT		742,903.59	15,905.31	8,512.41	726,998.28	2.14
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

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 300 CAPITAL						
Account Category: Expenditures						
	Expenditures	25,681,558.22	5,069,329.51	1,007,412.48	20,612,228.71	19.74
Fund 300 - CAPITAL:						
	TOTAL REVENUES	7,763,492.11	7,530,127.39	5,542,250.76	233,364.72	
	TOTAL EXPENDITURES	25,681,558.22	5,069,329.51	1,007,412.48	20,612,228.71	
	NET OF REVENUES & EXPENDITURES:	(17,918,066.11)	2,460,797.88	4,534,838.28	(20,378,863.99)	
	BEG. FUND BALANCE	9,219,337.96	9,219,337.96			
	END FUND BALANCE	(8,698,728.15)	11,680,135.84			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% 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	2,860,482.97	345,848.58	289,517.03	90.81
320-0000-31.32001	SPLOST - SIDEWALKS & TRAILS	981,000.00	880,148.60	106,414.95	100,851.40	89.72
320-0000-31.32003	SPLOST - SITE IMPROVEMENTS PARKS	1,138,000.00	660,111.46	79,811.21	477,888.54	58.01
320-0000-36.10000	INTEREST	385,000.00	331,131.40	0.00	53,868.60	86.01
Total Dept 0000 - NON DEPARTMENTAL		5,654,000.00	4,731,874.43	532,074.74	922,125.57	83.69
Department: 4100 PUBLIC WORKS ADMINISTRATION						
320-4100-37.10000	CONTRIBUTIONS / DONATIONS	50,000.00	50,000.00	0.00	0.00	100.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		50,000.00	50,000.00	0.00	0.00	100.00
Department: 4200 HIGHWAYS AND STREETS						
320-4200-37.10000	CONTRIBUTIONS / DONATIONS	20,926.31	20,926.31	0.00	0.00	100.00
Total Dept 4200 - HIGHWAYS AND STREETS		20,926.31	20,926.31	0.00	0.00	100.00
Department: 4224 SIDEWALKS						
320-4224-33.43100	DIRECT STATE CAP GRANT-TKR NLAKE	254,630.64	254,630.64	3,981.54	0.00	100.00
Total Dept 4224 - SIDEWALKS		254,630.64	254,630.64	3,981.54	0.00	100.00
Revenues		5,979,556.95	5,057,431.38	536,056.28	922,125.57	84.58
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-CE2411	MIB INTERSECTION IMPROVEMENTS	656,105.83	0.00	0.00	656,105.83	0.00
320-4200-54.14000-CE2419	FELLOWSHIP RD SAFETY IMPROVEMENTS	71,817.50	0.00	0.00	71,817.50	0.00
320-4200-54.14000-CE2425	MIB @ HUGH HOWELL	818,000.00	0.00	0.00	818,000.00	0.00
320-4200-54.14000-CE2426	MIB @ US78	1,717,842.78	0.00	0.00	1,717,842.78	0.00
320-4200-54.14000-CE2428	E PONCE @ ROCK MOUNTAIN	196,755.00	0.00	0.00	196,755.00	0.00
320-4200-54.14000-CE2429	HH RD & LILBURN STONE MTN PEDEST IMP	100,000.00	0.00	0.00	100,000.00	0.00
320-4200-54.14000-SP1907	TUCKER STREETSCAPES	366,641.50	197,084.08	0.00	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	(2,249,717.96)	28,393.45	4,143.45	(2,278,111.41)	(1.26)
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 PROJECTS	(514,330.83)	64,461.65	9,630.00	(578,792.48)	(12.53)
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-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
320-4200-57.90000-SPRD01	SPLOST 1 ROAD & DRAINAGE CONTINGENCY	1,960,000.00	0.00	0.00	1,960,000.00	0.00
Total Dept 4200 - HIGHWAYS AND STREETS		11,108,285.36	2,795,205.56	13,773.45	8,313,079.80	25.16
Department: 4224 SIDEWALKS						
320-4224-52.12000-CE2412	TUCKER NORTHLAKE TRAIL	45,000.00	303,378.43	303,378.43	(258,378.43)	674.17

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024

% Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 320 SPLOST I - 2017						
Account Category: Expenditures						
Department: 4224 SIDEWALKS						
320-4224-52.12000-SP2405	PROGRAM MANAGEMENT-FY24 SPLOST	225,000.00	121,954.84	15,148.80	103,045.16	54.20
320-4224-54.14000-SP2105	TRAIL PROJECTS	22,345.51	0.00	0.00	22,345.51	0.00
320-4224-54.14000-SP2202	TRAILS FY22	51,191.25	38,316.25	0.00	12,875.00	74.85
320-4224-54.14000-SP2404	SIDEWALKS / TRAILS FY24 SPLOST	1,262,000.00	215,805.94	900.00	1,046,194.06	17.10
320-4224-54.14005-CE2307	HUGH HOWELL RD TRAIL-PHASE 2	1,540,768.63	0.00	0.00	1,540,768.63	0.00
320-4224-54.14005-CE2412	TUCKER NORTHLAKE TRAIL	427,507.53	10,615.48	10,615.48	416,892.05	2.48
320-4224-54.14005-CE2417	KELLEY COFER PARK TRAIL LOOP	143,400.00	77,356.50	0.00	66,043.50	53.94
320-4224-54.14005-CE2430	HH RD SIDEWALK CHIL-FIL-A TO MIB	64,035.00	59,425.00	59,425.00	4,610.00	92.80
320-4224-54.14005-SP2303	SIDEWALKS-VARIOUS LOCATIONS SPLOST	(483,981.96)	70,670.84	(361,458.43)	(554,652.80)	(14.60)
320-4224-57.90000-SPST01	SPLOST 1 SIDEWALKS &TRAILS CONTINGEN	309,204.85	0.00	0.00	309,204.85	0.00
Total Dept 4224 - SIDEWALKS		3,606,470.81	897,523.28	28,009.28	2,708,947.53	24.89
Department: 6210 PARKS & RECREATION						
320-6210-54.12000-SP1917	PRIORITY PROJECTS - MASTER PLAN	9,256.33	9,256.33	0.00	0.00	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	FITZGERALD FIELD LIGHTING	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	7,597.34	14,641.44	13,172.67	(7,044.10)	192.72
Total Dept 6210 - PARKS & RECREATION		554,477.15	220,133.33	13,172.67	334,343.82	39.70
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	24,818.41	0.00	0.00	24,818.41	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	29,640.00	20,080.00	7,263.75	9,560.00	67.75
320-6211-54.12000-SP2306	ROSENFELD TENNIS COURT IMPROVEMENTS	205,655.00	18.04	18.04	205,636.96	0.01
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
320-6211-57.90000	CONTINGENCIES	(48,500.00)	0.00	0.00	(48,500.00)	0.00
320-6211-57.90000-SPPR01	SPLOST 1 PARKS & REC PROJ CONTINGENC	617,442.41	0.00	0.00	617,442.41	0.00
Total Dept 6211 - PARKS		2,771,331.61	281,104.89	7,281.79	2,490,226.72	10.14
Department: 6212 POOLS						
320-6212-54.12000-SP2112	POOL RENOVATIONS	11,328.37	0.00	0.00	11,328.37	0.00
Total Dept 6212 - POOLS		11,328.37	0.00	0.00	11,328.37	0.00
Expenditures		18,251,893.30	4,193,967.06	62,237.19	14,057,926.24	22.98
Fund 320 - SPLOST I - 2017:						
TOTAL REVENUES		5,979,556.95	5,057,431.38	536,056.28	922,125.57	
TOTAL EXPENDITURES		18,251,893.30	4,193,967.06	62,237.19	14,057,926.24	
NET OF REVENUES & EXPENDITURES:		(12,272,336.35)	863,464.32	473,819.09	(13,135,800.67)	
BEG. FUND BALANCE		9,484,649.92	9,484,649.92			
END FUND BALANCE		(2,787,686.43)	10,348,114.24			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024
 % Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 321 SPLOST II - 2023						
Account Category: Revenues						
Department: 4200 HIGHWAYS AND STREETS						
321-4200-31.32000-SPRD02	SPLOST 2 ROADS & DRAINAGE 46%	724,500.00	0.00	0.00	724,500.00	0.00
Total Dept 4200 - HIGHWAYS AND STREETS		724,500.00	0.00	0.00	724,500.00	0.00
Department: 4224 SIDEWALKS						
321-4224-31.32001-SPST02	SPLOST 2 SIDEWALKS & TRAILS 31%	488,250.00	0.00	0.00	488,250.00	0.00
Total Dept 4224 - SIDEWALKS		488,250.00	0.00	0.00	488,250.00	0.00
Department: 4910 STORMWATER						
321-4910-31.32004-SPSW02	SPLOST 2 STORMWATER 8%	126,000.00	0.00	0.00	126,000.00	0.00
Total Dept 4910 - STORMWATER		126,000.00	0.00	0.00	126,000.00	0.00
Department: 6211 PARKS						
321-6211-31.32003-SPPR02	SPLOST 2 PARKS & RECREATION 15%	236,250.00	0.00	0.00	236,250.00	0.00
Total Dept 6211 - PARKS		236,250.00	0.00	0.00	236,250.00	0.00
Revenues		1,575,000.00	0.00	0.00	1,575,000.00	0.00
Account Category: Expenditures						
Department: 4200 HIGHWAYS AND STREETS						
321-4200-54.14000-SPRD02	SPLOST 2 ROADS & DRAINAGE 46%	724,500.00	0.00	0.00	724,500.00	0.00
Total Dept 4200 - HIGHWAYS AND STREETS		724,500.00	0.00	0.00	724,500.00	0.00
Department: 4224 SIDEWALKS						
321-4224-54.14005-SPST02	SPLOST 2 SIDEWALKS & TRAILS 31%	488,250.00	0.00	0.00	488,250.00	0.00
Total Dept 4224 - SIDEWALKS		488,250.00	0.00	0.00	488,250.00	0.00
Department: 4910 STORMWATER						
321-4910-54.14004-SPSW02	SPLOST 2 STORMWATER 8%	126,000.00	0.00	0.00	126,000.00	0.00
Total Dept 4910 - STORMWATER		126,000.00	0.00	0.00	126,000.00	0.00
Department: 6211 PARKS						
321-6211-54.12000-SPPR02	SPLOST 2 PARKS & RECREATION 15%	236,250.00	0.00	0.00	236,250.00	0.00
Total Dept 6211 - PARKS		236,250.00	0.00	0.00	236,250.00	0.00
Expenditures		1,575,000.00	0.00	0.00	1,575,000.00	0.00
Fund 321 - SPLOST II - 2023:						
TOTAL REVENUES		1,575,000.00	0.00	0.00	1,575,000.00	
TOTAL EXPENDITURES		1,575,000.00	0.00	0.00	1,575,000.00	
NET OF REVENUES & EXPENDITURES:		0.00	0.00	0.00	0.00	
BEG. FUND BALANCE		0.00	0.00			
END FUND BALANCE		0.00	0.00			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 03/31/2024
 % Fiscal Year Completed: 75.14

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

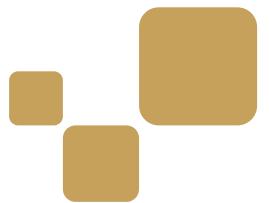
GL Number	Description	23-24 Amended Budget	YTD Balance 03/31/2024	Activity For 03/31/2024	Available Balance 03/31/2024	% Bdgt Used
Fund: 560 STORMWATER						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
560-0000-34.42600	STORMWATER UTILITY CHARGES	2,864,072.00	1,346,848.71	84,097.93	1,517,223.29	47.03
Total Dept 0000 - NON DEPARTMENTAL		2,864,072.00	1,346,848.71	84,097.93	1,517,223.29	47.03
Revenues		2,864,072.00	1,346,848.71	84,097.93	1,517,223.29	47.03
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	336,917.22	51,074.72	208,579.78	61.76
560-4910-52.13000	OTHER SERVICES / TECHNICAL	520,000.00	94,930.48	0.00	425,069.52	18.26
560-4910-52.22230	REPAIRS & MAINT - STORMWATER	1,584,975.00	496,931.15	44,400.00	1,088,043.85	31.35
560-4910-53.10000	OPERATING SUPPLIES	213,600.00	73,016.20	11,551.25	140,583.80	34.18
Total Dept 4910 - STORMWATER		3,559,899.75	1,151,129.80	107,025.97	2,408,769.95	32.34
Expenditures		3,559,899.75	1,151,129.80	107,025.97	2,408,769.95	32.34
Fund 560 - STORMWATER:						
TOTAL REVENUES		2,864,072.00	1,346,848.71	84,097.93	1,517,223.29	
TOTAL EXPENDITURES		3,559,899.75	1,151,129.80	107,025.97	2,408,769.95	
NET OF REVENUES & EXPENDITURES:		(695,827.75)	195,718.91	(22,928.04)	(891,546.66)	
BEG. FUND BALANCE		1,355,647.05	1,355,647.05			
END FUND BALANCE		659,819.30	1,551,365.96			
Report Totals:						
TOTAL REVENUES - ALL FUNDS		54,304,092.06	38,829,793.99	10,732,577.18	15,474,298.07	
TOTAL EXPENDITURES - ALL FUNDS		78,058,269.34	32,971,252.16	8,433,497.41	45,087,017.18	
NET OF REVENUES & EXPENDITURES:		(23,754,177.28)	5,858,541.83	2,299,079.77	(29,612,719.11)	



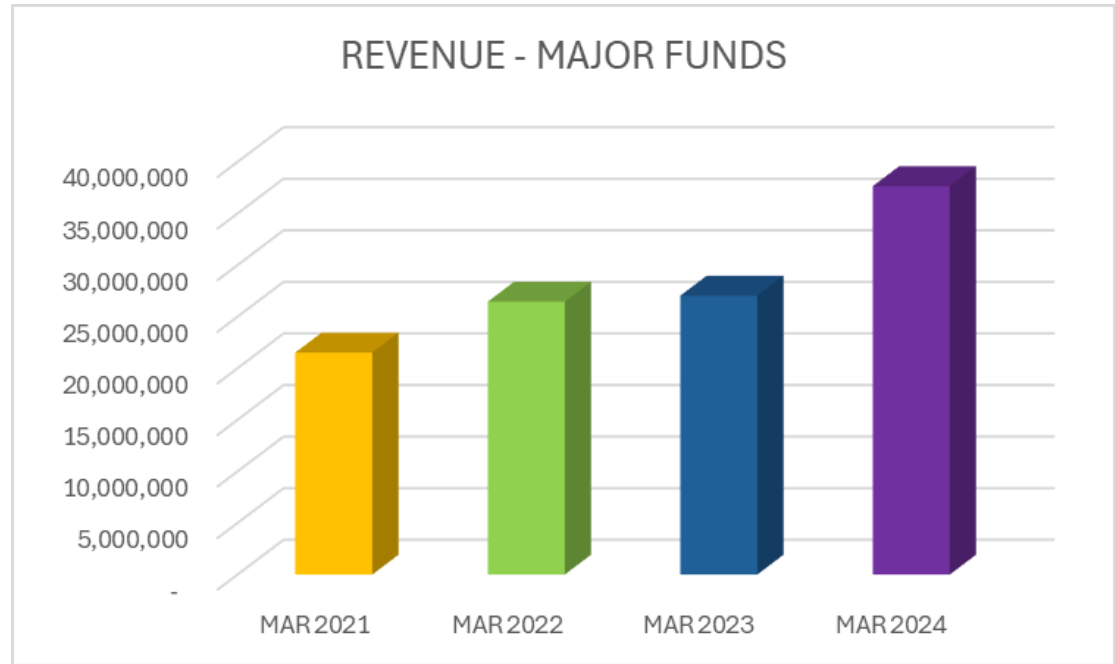
CITY OF TUCKER

March 2024

Financial Update



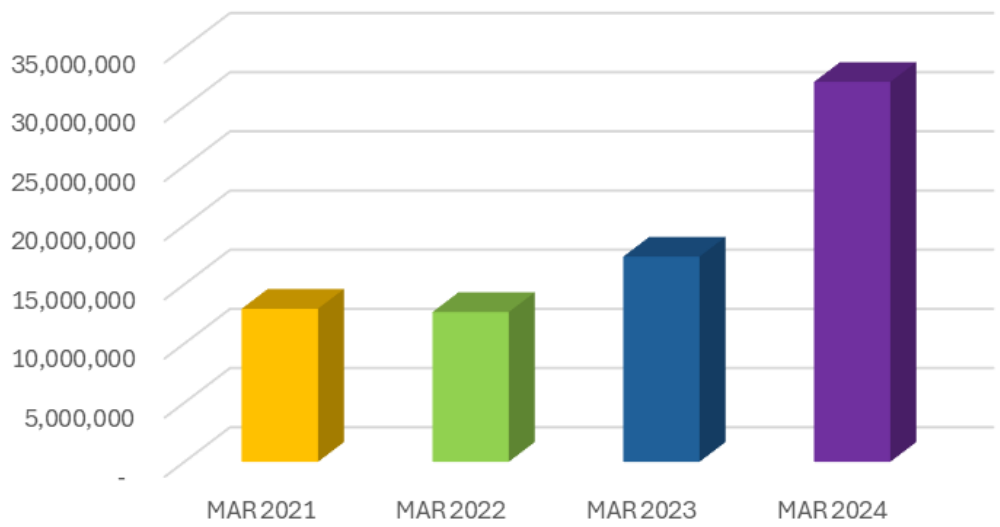
CITY OF TUCKER REVENUE-MAJOR FUNDS Period Ended 3/21/2024



REVENUE	3/31/2021	3/31/2022	3/31/2023	3/31/2024
100 GENERAL FUND	13,998,086	14,900,496	15,003,434	23,720,426
230 ARPA	-	6,795,608	6,795,608	-
300 CAPITAL	4,013,257	544,488	569,255	7,530,127
320 SPLOST 1	3,508,040	4,215,180	4,665,329	5,057,431
560 STORMWATER	-	-	-	1,346,849



EXPENDITURES - MAJOR FUNDS



CITY OF TUCKER

EXPENDITURES-MAJOR FUNDS

Period Ended 3/31/2024

EXPENDITURES	3/31/2021	3/31/2022	3/31/2023	3/31/2024
100 GENERAL FUND	9,802,052	6,303,928	7,271,792	16,736,470
230 ARPA	-	2,426,870	613,101	4,891,551
300 CAPITAL	2,268,116	2,773,651	6,225,346	5,125,594
320 SPLOST 1	865,789	1,148,895	3,206,365	4,193,967
560 STORMWATER	-	-	19,219	1,151,130



GENERAL FUND REVENUE

Period Ended 3/31/2024

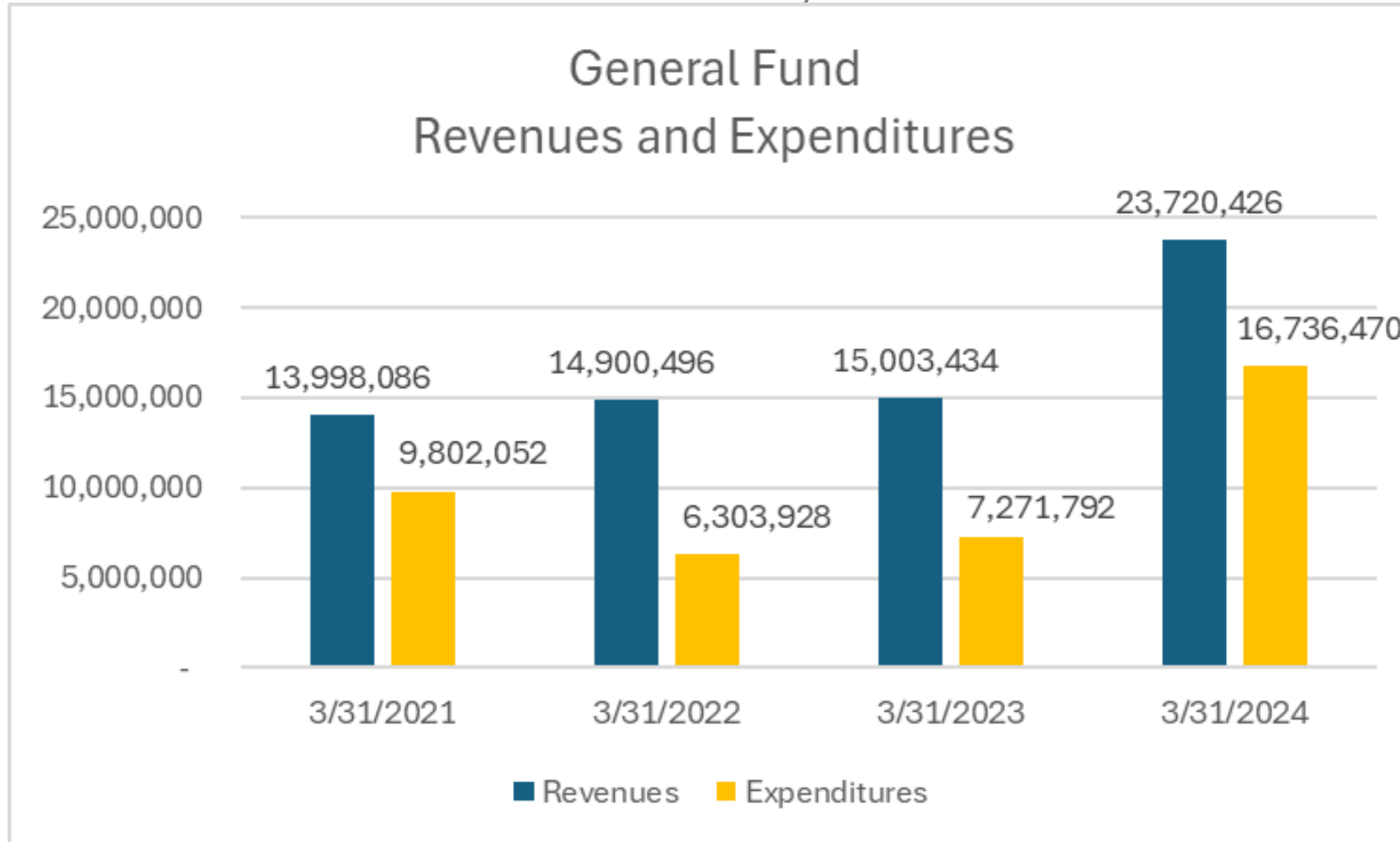
GENERAL FUND REVENUE	3/31/2021	3/31/2022	3/31/2023	3/31/2024
NON DEPARTMENTAL	11,012,389	11,558,764	11,077,505	11,608,764
HUMAN RESOURCES	-	-	2,500	2,500
GENERAL OPERATIONS	-	-	-	1,000
MUNICIPAL COURT	117,784	395,360	417,568	353,483
PUBLIC WORKS	-	-	5,163	3,815,035
PARKS & RECREATION	1,927,318	2,197,026	2,363,967	2,499,067
COMMUNITY DEV	674,189	399,249	767,749	616,825
ECON DEV/DDA	-	-	1,174	10,000
TRANSFERS	266,406	350,097	367,808	4,813,752

GENERAL FUND EXPENDITURES

Period Ended 3/31/2024

EXPENDITURES	03/31/2021	03/31/2022	03/31/2023	03/31/2024
CITY COUNCIL	84,376	90,348	117,038	116,978
CITY MGT	177,241	204,346	333,454	488,918
CITY CLERK	58,209	219,798	188,090	278,417
FACILITIES & BLDGS	372,202	393,344	376,114	474,327
FINANCE	418,500	367,569	452,726	532,206
CONTINGENCIES	-	-	39,500	-
LEGAL SERVICES	263,873	327,853	292,217	192,450
IT/GIS	416,129	467,197	550,650	725,760
HUMAN RESOURCES	-	-	39,610	105,201
COMMUNICATIONS	344,595	397,259	537,514	495,084
GENERAL OPERATIONS	470,083	468,873	241,215	177,058
MUNICIPAL COURT	333,566	267,719	278,318	351,220
PUBLIC WORKS	188,694	204,685	530,341	2,268,384
PARKS & RECREATION	1,387,786	1,482,947	1,862,182	2,534,126
COMMUNITY DEV	964,996	1,153,791	1,156,180	1,274,150
ECONOMIC DEV	205,607	258,201	263,455	182,297
DOWNTOWN DEV AUTH	-	-	13,188	12,895
INTERFUND	4,116,197	-	-	6,527,000

GENERAL FUND REVENUE AND EXPENDITURES MARCH 31, 2024





City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: John McHenry, City Manager
CC: Ted Baggett, City Attorney
Date: May 13, 2024
RE: Memo for Report on Upcoming Agenda Items

Tentative list of potential agenda items for upcoming meetings:

May 20th – Special Called Meeting

- FY25 Budget Workshop

May 28th – Council Meeting

- Status Update on Downtown Town Green
- Ordinance: FY25 Budget

June 10th – Council Meeting

- Ordinance: Consideration of time extension for AHS/Resia multifamily SLUP
- Contract for Old Norcross Sidewalk Utility Relocation
- Contract for Bid Award for Economic Development Pitch Deck
- Contract for Bid Award for City Communications Plan
- Contract for Bid Award for City Hall Interior Renovations



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: John McHenry, City Manager
CC: Ted Baggett, City Attorney
Date: May 13, 2024
RE: Memo for FY25 Budget Update

Description for the Agenda:

- Please see below on the upcoming milestones as we proceed towards adoption of the FY 25 Budget.
 - May 20 – Budget Workshop #2
 - May 28 – 1st Read and Public Hearing
 - June 10 – 2nd Read and Public Hearing
 - June 10 – Adoption of FY2025 Budget

Issue:

Following the First Budget Workshop on April 22nd, staff had Council budget briefings to discuss any outstanding items. These comments were shared with all Council, and at the upcoming Budget Workshop on May 20th Council will collectively review and decide upon any needed changes.

Click or tap here to enter text.



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: John McHenry, City Manager
Date: May 13, 2024
RE: Memo for Contract C2022-018-TO17-PO24-705 – Montreal Road Sidewalk Design

Contract/Document Number: Task Order Contract C2022-018-TO17-PO24-705

Description for on the Agenda:

- Consideration of a Contract Award for the Montreal Road Sidewalk Design Task Order

Issue:

Approval of a task order for the design of sidewalk on Montreal Road and Montreal Industrial Way.

Recommendation:

Staff recommends that the contract be awarded to Keck & Wood for \$94,890.

Background:

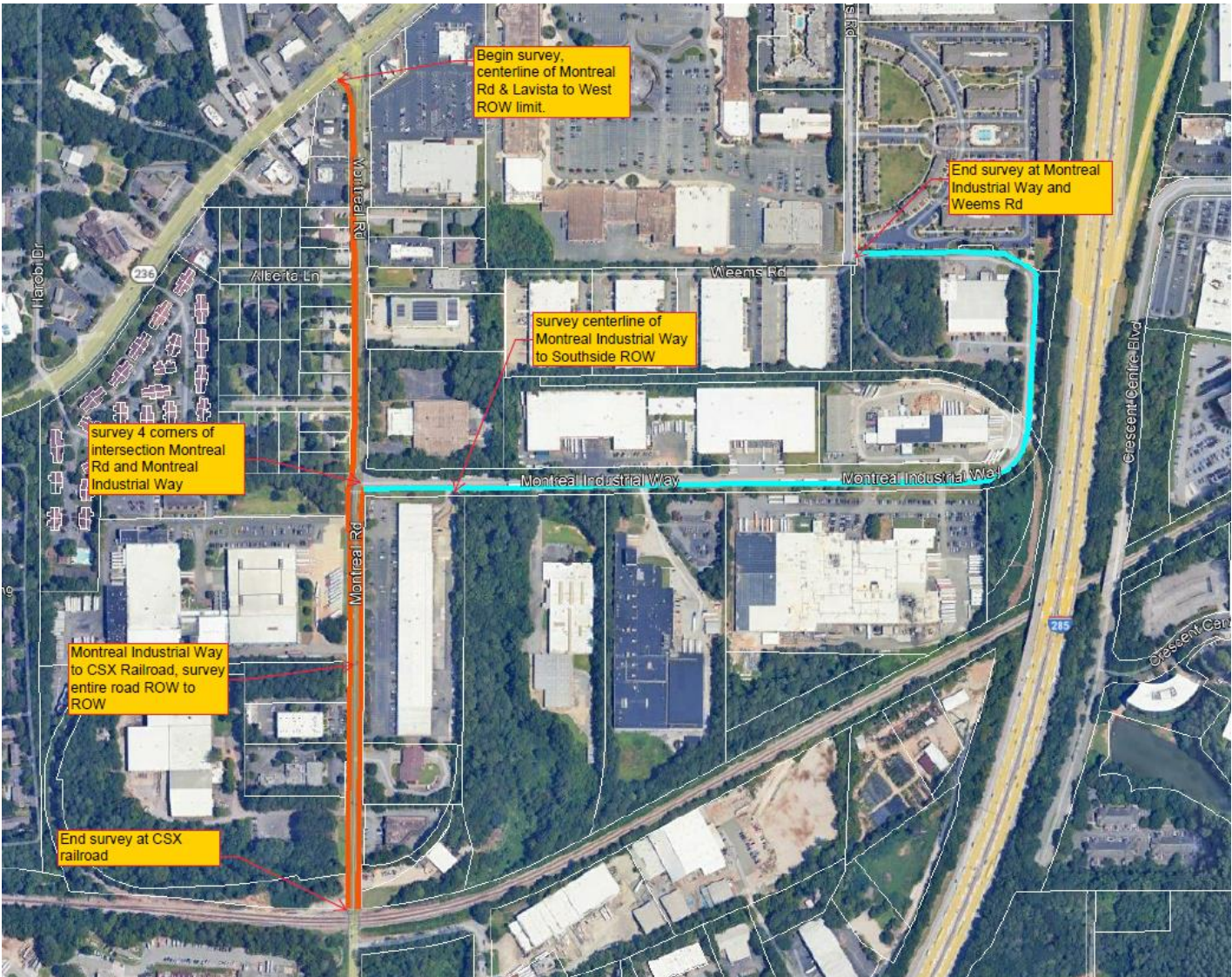
Montreal Road is a heavily traveled pedestrian corridor and MARTA route. Montreal Industrial Way is an active employment center. Many employees rely on public transportation and are forced to walk in the roadway with tractor trailers.

Summary:

Sidewalks will be designed for the west side of Montreal Road from Lavista Road to the CSX grade crossing, on the east side from Montreal Industrial Way to the grade crossing, and on the south side of Montreal Industrial Way from Montreal Road to the end.

Financial Impact:

\$94,890 will be funded from the SPLOST Sidewalk/Trail account (SP2404; 320-4224-54.14000).





**PROFESSIONAL ENGINEERING SERVICES
CONTRACT AGREEMENT (RFQ #2022-018)
TASK ORDER #17
MONTREAL ROAD SIDEWALK DESIGN**

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 KECK & WOOD, INC. (“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:

Montreal Road and Montreal Industrial Way.

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, as detailed in the Scope of Work:

- Phase I – Database Preparation
- Phase II – Construction Plans

CONSULTANT Deliverables to CITY

- All electronic documents, project files, cad files, electronic files, and permits associated with this project as specified per Exhibit A – SCOPE OF WORK.

Design Specifications and Guidelines: This work shall be performed on an hourly basis utilizing the previously approved rates from RFQ #2022-018 with a Not to Exceed amount as follows:

Total Not to Exceed Fee **\$ 94,890.00**

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 shall be completed within 120 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 of this TASK ORDER (hereinafter referred to as the “Schedule for Completion”), excluding City review time. The Schedule for Completion

shall be revised to reflect the actual NTP date and shall be updated as required throughout the project duration.

Every 30 days commencing with the execution of this 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 complete all of the pre-construction activities for the TASK ORDER as part of the WORK. The pre-construction activities shall be completed in accordance with applicable local codes and ordinances, 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 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 the 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:

- EXHIBIT A – SCOPE OF WORK and COST PROPOSAL (in accordance with rates established in RFP 2022-018)

CITY OF TUCKER:

CONSULTANT: KECK & WOOD, INC.

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk (Seal)

Approved as to form:

Ted Baggett, City Attorney



March 15, 2024

Ken Hildebrandt, PE, PTOE
 City Engineer
 City of Tucker
 4898 Lavista Rd
 Tucker, GA 30084

Re: Scope Description and Fee Estimate
 Montreal Road and Montreal Industrial Way Sidewalks

Dear Mr. Hildebrandt:

The City of Tucker (The “City”) intends to improve Montreal Road by adding sidewalks along the west side of the road from Lavista Road to the CSX Railroad and the east side of the road from south of Montreal Industrial Way to the CSX Railroad. The City plans to improve Montreal Industrial Way by adding sidewalks on the south side from Montreal Road to the termination of City right-of-way. Keck & Wood, Inc. (The “Engineer”) intends to provide the City with professional engineering services for the implementation of this project. We propose the following scope of services:

Phase 1 – Database Preparation

1. Topographic survey within the project limits described above.
2. Locate features including edge of pavement, curb and gutter, centerline of roadway and signage.
3. Locate all above ground utility markings, stormwater structures and pipes, including invert elevations, size, and material, within the project limits.
4. Locate and display utility pole and sanitary sewer connectivity.
5. Locate property corners for the properties within the project limits.
6. Compile property information along the right-of-way for properties within the project limits utilizing DeKalb County GIS property information, and deeds and plats.
7. With the exception of the stormwater outfall near Montreal Road, Montreal Industrial Way will not be field surveyed. Basemap information for Montreal Industrial Way will be compiled from GIS data, aerial imagery, and field measurements obtained at a site visit.

Phase 2 – Construction Plans

1. Provide construction plans to include sidewalk design, GDOT standard gravity wall envelopes(if required), and erosion & sediment control (greater than 1 acre of disturbance).
2. Provide detailed construction cost estimate.
3. Show required construction easements and right-of-way.
4. Prepare 8 ½”x11” right-of-way exhibit plats for parcels with required right-of-way and/or easements.
5. Prepare a linear feasibility report for post-construction BMP compliance.
6. The Engineer will provide the City with 60% and 90% plans for review and comment.
7. Submit electronic plan set to the City for review and comment.
8. The project is located on a city street, and will be funded with local funds; therefor permitting through the Georgia Department of Transportation is not anticipated.

Fee Schedule

Mr. Ken Hildebrandt
March 15, 2024
Page 2 of 2

Compensation for work performed shall be billed on an hourly not to exceed basis utilizing our contracted hourly rates. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on the actual work performed for the Project through the invoice period. All advertising, permitting and application fees are the responsibility of the City. Bidding and Construction Administration Phase services have not been estimated and will be available at our contracted hourly rates.

Phase 1 – Database Preparation	\$14,085
Phase 2 – Construction Plans	\$80,805
Total	\$94,890

If you have any questions or would like additional information, don't hesitate to contact me at 678-417-4017. We appreciate the opportunity to work with the City on this project.

Sincerely,
KECK & WOOD, INC.



Robert Renwick, P.E.
Vice President

Attachments:

1. Fee Estimate

**Montreal Rd and Montreal Ind. Way Sidewalks, Tucker, GA
Keck Wood, Inc. Fee Estimate**

Task	Hourly Rate	Principal-In-Charge	Senior Engineer	Engineer	Staff Engineer	Direct Sub-consultant	Total
		\$240	\$220	\$175	\$140		
Phase 1: Database Preparation							
1001	Survey/SUE Phase Project Coordination/Management		4				\$880
1002	Field Survey Database/Subsurface Utility Engineering (SUE) QL-B					\$12,750	\$12,750
1003	Survey database review			1	2		\$455
Phase 1: Subtotal Manhours		0	4	1	2		7
Phase 1: Subtotal Cost		\$0	\$880	\$175	\$280	\$12,750	\$14,085
Phase 2: Construction Plans							
2001	Construction Plans Phase Project Coordination/Management	4	12				\$3,600
2002	Site Visit			6	6		\$1,890
2003	Preliminary Plans: Cover Sheet			1	2		\$455
2004	Preliminary Plans: Index			1	2		\$455
2005	Preliminary Plans: General Notes			1	2		\$455
2006	Preliminary Plans: Typical Sections		2	4	4		\$1,700
2007	Preliminary Plans: Mainline Roadway Plan	2	16	40	100		\$25,000
2008	Preliminary Plans: Cross Sections		8	16	40		\$10,160
2009	Preliminary Plans: Existing Utility Plans			4	8		\$1,820
2010	Preliminary Plans: Signing & Marking Plans			2	4		\$910
2011	Preliminary Plans: Three Phase Erosion Control Plans		4	12	20		\$5,780
2012	Prepare linear feasibility report for post-construction BMP compliance		8	20	40		\$10,860
2013	Prepare a construction cost estimate		2	4	8		\$2,260
2014	Provide 60% plans to City for review and comment		2	4			\$1,140
2015	Revisions to the plans per City review comments		2	8	20		\$4,640
2016	Provide 90% plans to City for review and comment		2	4			\$1,140
2017	Revisions to the plans per City review comments		2	4	10		\$2,540
2018	Prepare final Construction plans to City		2	4	10		\$2,540
2019	Provide Final Cost Estimate to City	5	2	4	8		\$3,460
Phase 2: Subtotal Manhours		11	64	139	284		498
Phase 2: Subtotal Cost		\$2,640	\$14,080	\$24,325	\$39,760	\$0	\$80,805
Phase 1-2: Total Manhours		11	68	140	286	0	505
Phase 1-2: Total Cost		\$2,640	\$14,960	\$24,500	\$40,040	\$12,750	\$94,890



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: John McHenry, City Manager
Date: May 7, 2024
RE: Memo for SLUP-24-0002, CV-24-0001 and CV-24-0002 (Jim 'N Nick's)

Contract/Document Number: O2024-05-07

Description for on the Agenda:

- First read and public hearing of an ordinance for a special land use permit (SLUP-24-0002) and concurrent variances (CV-24-0001; CV-24-0002) for a drive-through restaurant at 4800 Briarcliff Road, NE for applicant Jim 'N Nick's Management, LLC.

Issue:

The applicant, Jim 'N Nick's Management, LLC, is requesting a Special Land Use Permit (SLUP) with two concurrent variances for the property located at 4800 Briarcliff Road NE to allow for a restaurant with a drive-through configuration in the NL-1 (Northlake High-Intensity Commercial) zoning district. The subject parcel is approximately 17.82 acres; however, the proposed restaurant would be situated on a small corner of the site fronting Briarcliff Road. The proposed area is currently developed with a surface parking lot for the greater Northlake Mall development.

Restaurants with a drive-through configuration are only allowed in the Northlake special zoning districts (NL-1, NL-2 and NL-3) with the approval of a SLUP to ensure compatibility with surrounding developments and consistency with the City of Tucker's Comprehensive Plan. The applicant is requesting relief from the 20' maximum front setback distance in the NL-1 zoning district (CV-24-0001) and relief from the 65 percent storefront fenestration requirement (Briarcliff frontage) in the Northlake special zoning districts (CV-24-0002).

Recommendation:

Staff recommends approval with conditions of SLUP-24-0002, CV-24-0001, and CV-24-0002.

Planning Commission recommends approval with modified conditions of SLUP-24-0002, CV-24-0001, and CV-24-0002.

Background:

The proposed restaurant would be a 4,800 square foot facility with both indoor and outdoor seating, a double drive-through configuration (two lanes), a takeout entry along the western building façade, a shared parking area with both LensCrafters and the greater Northlake Mall area and a pedestrian entry point from the existing sidewalk along Briarcliff Road. No new curb cuts are proposed along Briarcliff Road as all access will be internal to the mall property. A screened dumpster is proposed along the eastern side of the development, fronting the internal exit lanes from the mall.

Summary:

While the proposed use is not entirely consistent with the Town Center Character Area, staff does not believe this use would cause a disproportionate proliferation of drive-through facilities or be detrimental to the intents of the NL-1 zoning district and the

Town Center Character Area. Potential impacts can be mitigated by future developments that further transform the mall property from a sea of surface parking lots to a higher-density mixed-use development.

Financial Impact: N/A

AN ORDINANCE FOR SPECIAL LAND USE PERMIT 24-0002 IN LAND LOT 209 OF THE 18th DISTRICT TO ALLOW FOR A DRIVE-THROUGH RESTAURANT AT 4800 BRIARCLIFF ROAD NE FOR JIM ‘N NICK’S MANAGEMENT, LLC.

WHEREAS: Notice to the public regarding said special land use permit and concurrent variances have been duly published in The Champion, the Official News Organ of Tucker; and

WHEREAS: A Public Hearing was held by the Mayor and City Council of Tucker on May 13, 2024 and June 10, 2024;

WHEREAS: The Mayor and City Council is the governing authority for the City of Tucker;

WHEREAS: The Mayor and City Council have reviewed the special land use and concurrent variance requests based on the criteria found in Section 46-1594 and Section 46-1633 of the Zoning Ordinance of the City of Tucker;

NOW THEREFORE, the Mayor and City Council of the City of Tucker while in Regular Session on June 10, 2024 hereby ordains and approves Special Land Use Permit 24-0002 to allow for a drive through restaurant, subject to the following conditions.

1. The property shall be developed in general conformance with the site plan stamped “RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept.”
2. The maximum front setback for the drive-through restaurant shall be increased to thirty-five (35) feet, per the site plan stamped “RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept” (CV-24-0001).
3. The fenestration requirement for the façade along Briarcliff Road shall be reduced to 18.5 percent, per the elevations stamped “RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept” (CV-24-0002).
4. A landscape plan shall be submitted with the Land Disturbance Permit (LDP), subject to review and approval of the Community Development Director.
5. A mix of trees, shrubs, and ground cover shall be planted in the landscape strip between the two vehicular travel lanes and Briarcliff Road to screen the appearance of the travel lanes between the building and the street.

6. The drive-through canopies, windows, and lanes shall comply with the requirements of Section 46-1045 and Section 46-1166.

So effective this 10th day of June 2024.

Approved by:

Frank Auman, Mayor

Attest:

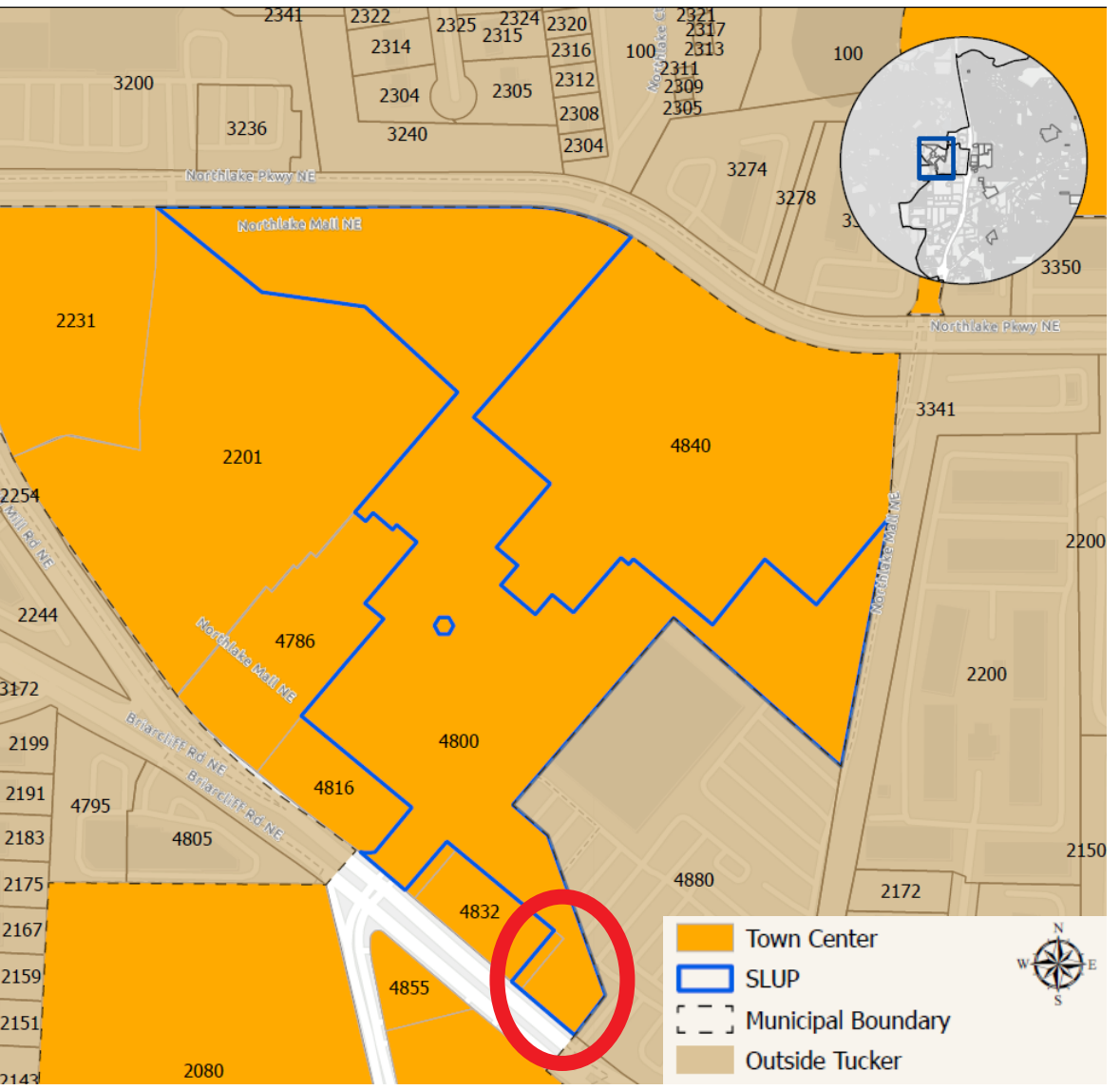
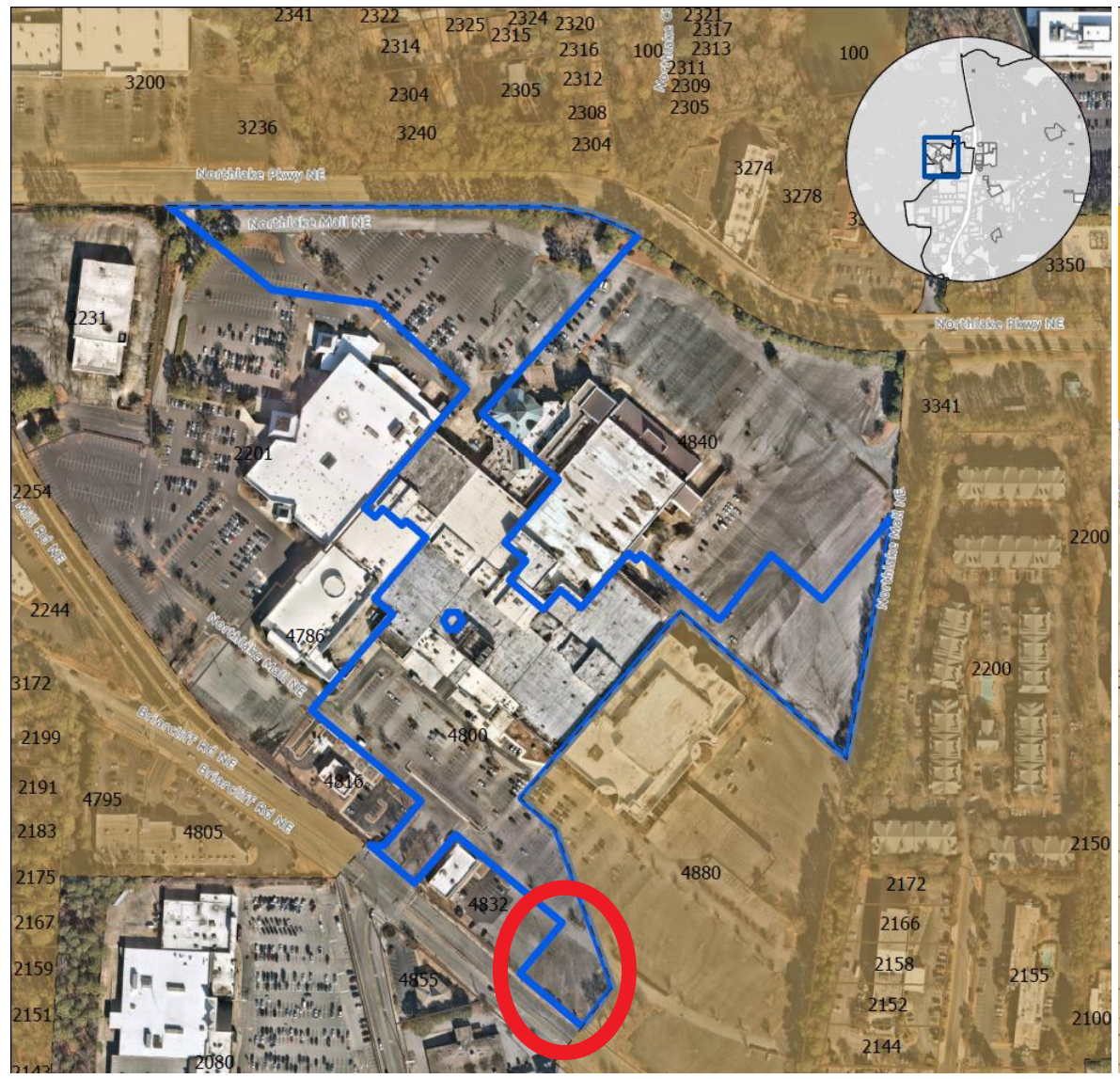
Bonnie Warne, City Clerk

SEAL

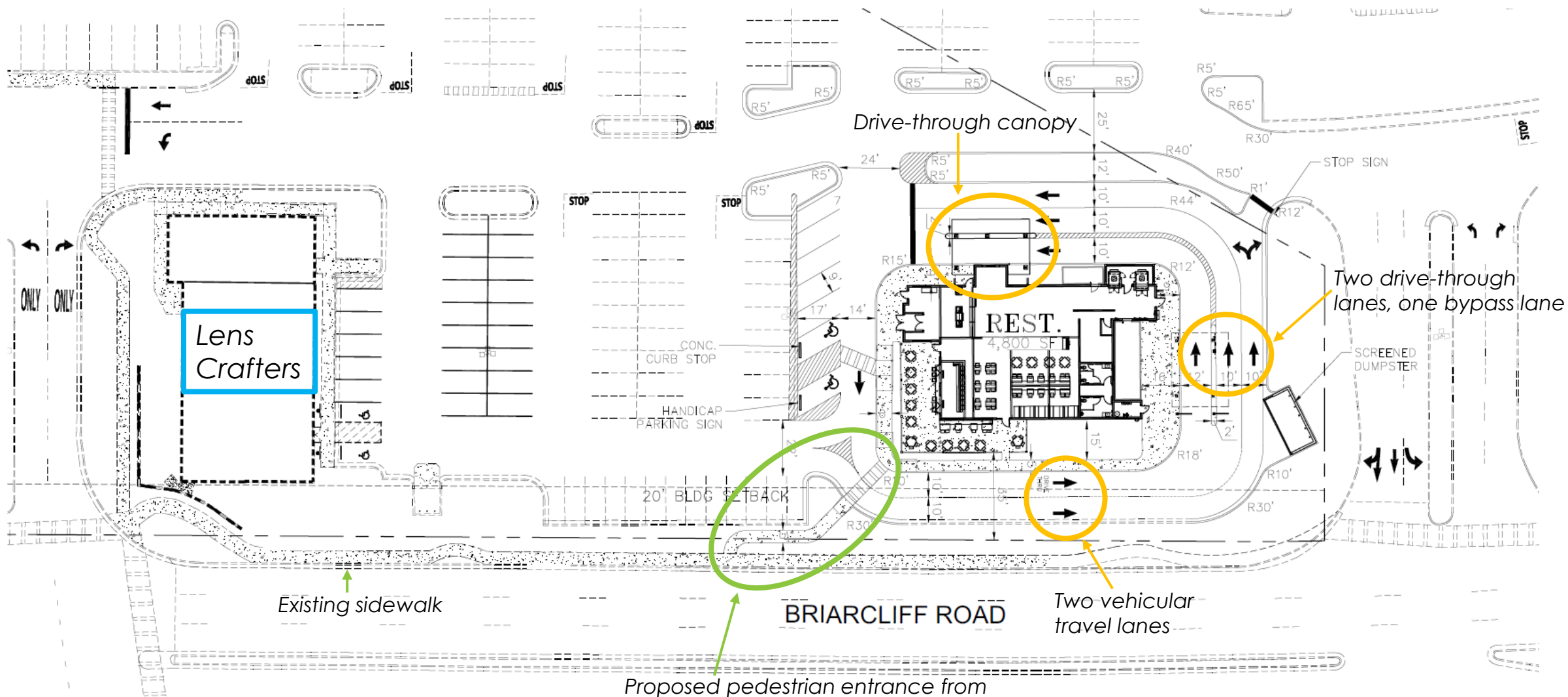
SLUP-24-0002

PROPERTY LOCATION:	4800 Briarcliff Road NE
LAND LOT/DISTRICT:	Land Lot 209, Land District 18
EXISTING ZONING:	NL-1 (Northlake High-Intensity Commercial)
CHARACTER AREA:	Town Center
PARCEL SIZE:	±17.82 acres
PETITIONER:	Jim 'N Nick's Management, LLC
REQUEST:	Special Land Use Permit to allow a double drive-through restaurant with two concurrent variances for front setback and storefront fenestration.

Aerial & Future Land Use (Character Area) Maps



Proposed Site Plan



Proposed pedestrian entrance from Briarcliff Road (Sec. 46-1040(b) and (c))



SLUP Analysis

- Restaurants with a drive-through configuration require a SLUP in the NL districts to determine whether the use has operational characteristics and/or impacts that are significantly different from the district's principal authorized uses.
- Drive-through configurations in Northlake must adhere to regulations in both Sec. 46-1045 (only Northlake) and Sec. 46-1166 (citywide).
- The NL-1 zoning district encourages the most intense mixed-use development in Tucker, as well as the redevelopment of parking lots into retail, office, and residential uses. Other drive-through configurations, both restaurant and otherwise, exist in the area.
- The proposed restaurant would follow a string of recent developments in and around Northlake Mall (i.e., CDC Federal Credit Union, LensCrafters, Primrose Schools, Dugan's, etc.).

SLUP Analysis – Supplemental Regulations

Section 46-1045. Drive-thru facilities.

- Discusses the screening of drive-thru windows and lanes by a continuous compact evergreen hedge, or a minimum 4' screening wall in lieu of the evergreen hedge.
 - *This will be finalized during permitting.*

Section 46-1045. Drive-through facility; restaurant.

- Discusses the location of drive-through lanes and service windows in relation to the property lines and public street frontages, as well as the proximity of drive-through configurations to residential uses. Also outlines the allowable location of speaker boxes, the minimum number of stacking spaces required, and the setback requirements for drive-through lanes.
 - *At present, the proposal appears to comply with all supplemental regulations in this section.*

SLUP Analysis – Comprehensive Plan

Tucker Tomorrow - 2023 Comprehensive Plan Update

TOWN CENTER

The **Town Center Character Area** is a new category for the City of Tucker, replacing the previous designation of **Regional Center**. This change aligns with the changes DeKalb County made to their portion of the **Northlake Area** with their **2050 Unified Plan**.

The intent of the Town Center is to promote the concentration of higher intensity residential and commercial uses, which serve several communities surrounding the center, in order to reduce automobile travel, promote walkability and increased transit usage. The areas act as a focal point for several neighborhoods with moderate densities and a variety of activities such as retail, commercial, professional office, housing, and public open space that are all easily accessible by pedestrians. Town Centers are typically smaller in size and scale than Regional Centers and have a character similar to Neighborhood Centers, but at a larger scale.

Primary Land Uses

- Townhomes
- Higher density multi-family including apartments and condominiums
- Retail and service commercial
- Office
- Entertainment and cultural facilities
- Public and private recreational uses

Development Strategy

As Northlake is mostly developed, these strategies focus on redeveloping and retrofitting the area to include more residential uses, to “right-size” the amount of commercial space to meet expected demand and to enhance walkability. Strategies include:

- Encouraging relatively high-density mix of retail, office, services, and employment to serve a regional market area.
- Developing a diverse mix of higher-density housing types, including multi-family townhomes, apartments, lofts, and condominiums, including affordable and workforce housing.
- Designing the area’s streetscapes to be pedestrian-oriented, with strong, walkable connections, including improved MARTA transit connections with better route operations, stops, and shelters.
- Making connections to nearby networks of greenspace or trails, available to pedestrians and bicyclists for both recreation and transportation purposes.

Design Considerations

- Allow a mix of townhomes and higher density residential uses, with higher densities allowed for projects that provide bonus eligible elements and features.
- Encourage better connectivity within the Northlake area, for automobiles, bicyclists and pedestrians.
- Promote the integration of pedestrian and bicycle enhancements into all investments in this area, designing streetscapes to be pedestrian-oriented, with strong, walkable connections.

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Plan Implementation & Community Work Program

TOWN CENTER

- Encourage “interior” walkway paths through existing parking lots and commercial frontages to create a safer, inviting environment away from congested, primary thoroughfares.
- Require connections to nearby networks of greenspace or trails, available to pedestrians and bicyclists for both recreation and transportation purposes.



Plan Implementation & Community Work Program

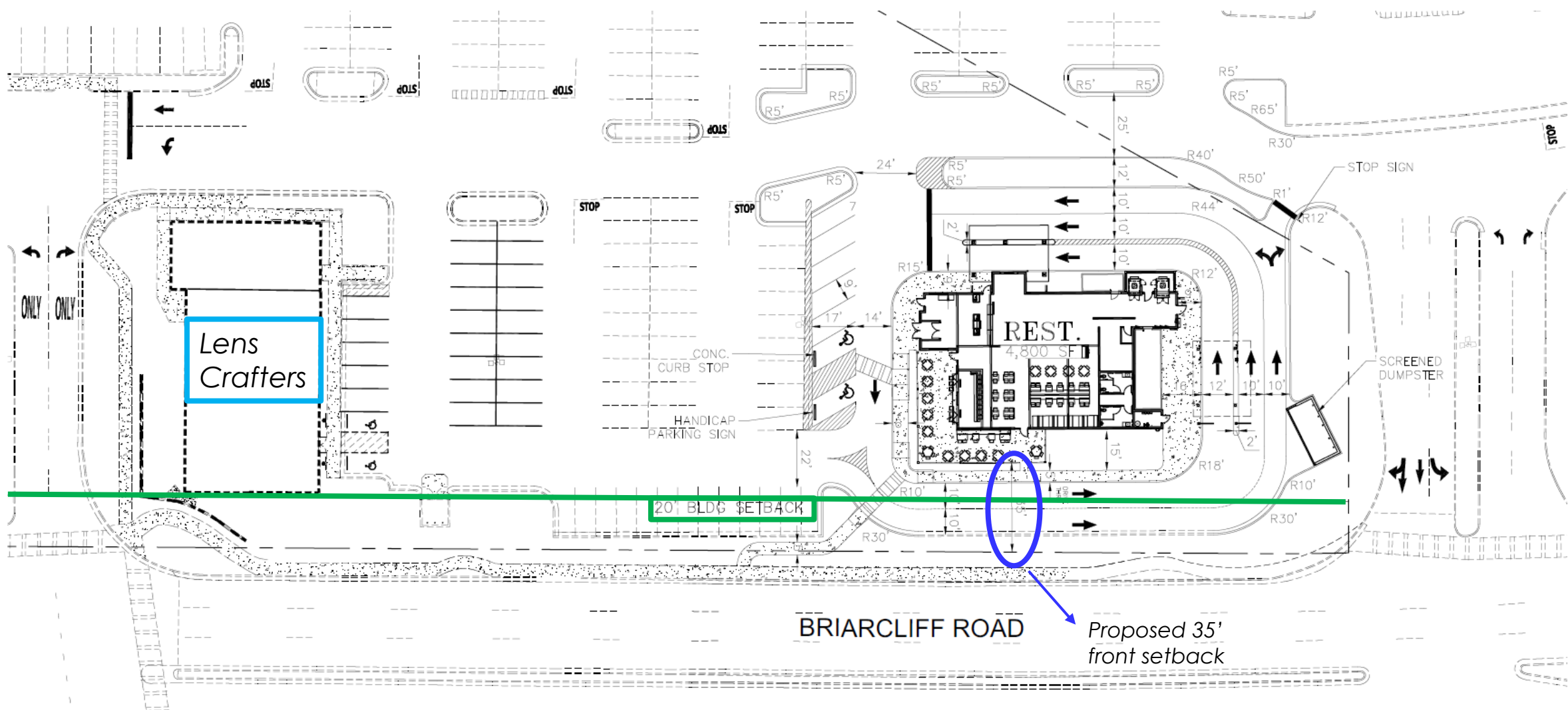
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The Town Center Character Area encourages a reduction in automobile travel, promoting walkability, and improved transit connections.

CV-24-0001

- Sec. 46-1036 (Dimension requirements, Northlake) includes a 0' min. / 20' max. front setback for properties in the NL-1 zoning district.
- **A concurrent variance is requested to increase the max. front building setback along Briarcliff Road from 20' to 35'.**

Proposed Site Plan



CV-24-0001

- The lot is somewhat shallow, in terms of accommodating a double drive-through. The need for two vehicular travel lanes pushes the building behind the 20' maximum setback.
- The applicant is requesting the minimum necessary to afford relief.
- Granting the variance would bring the overall site more into compliance by removing an area of surface parking and adding an active use along Briarcliff.
- Literal interpretation and strict application of applicable requirements could cause undue and unnecessary hardship.
- The proposal does not meet the full spirit and purpose of the Town Center Character Area; however, Staff is optimistic that continued redevelopment of the Mall will encourage an overall master plan that will achieve the vision of the Comp. Plan.

CV-24-0002

- Sec. 46-1040(g) (Building form and design, Northlake) includes a minimum of 65 percent fenestration for a storefront along a public street.
 - Briarcliff Road is the only public street impacting this development.
- **A concurrent variance is requested to reduce the minimum storefront fenestration requirement along a public street from 65 percent to 18.5 percent.**

CV-24-0002



2 BRIARCLIFF ROAD / SOUTHEAST ELEVATION
 A2.1 1/4" = 1'-0"

65% Fenestration required on this elevation
 Wall elevation total from Height of finished floor to wall plate : 1002 sf
 Total Glass provided: 186 sf
 As percentage 18.5%
 Glass / windows are on all areas not in kitchen or restrooms.



CV-24-0002

- Possible layouts of the site are limited by the size and shape of the lot; although the proposed interior layout results in restroom and back of house space along the Briarcliff frontage, the site layout allows for the safest flow of multi-modal traffic.
- The requested variance does not go beyond the minimum necessary to afford relief, as other design elements are incorporated on the façade.
- The proposed elevation along Briarcliff Road is architecturally intriguing without meeting the 65 percent fenestration threshold.
- Literal interpretation and strict application of applicable requirements could cause undue and unnecessary hardship by substantially altering the site layout.
- The proposed variance is not entirely in line with the spirit and purpose of the Comprehensive Plan; however, since the pedestrian entry point from Briarcliff Road leads to the most engaging corner of the building, the requested variance attempts to meet the intent of the Comp. Plan.

Staff Recommendation

Based upon the findings and conclusions herein, staff recommends approval with conditions of SLUP-24-0002, CV-24-0001, and CV-24-0002.

Staff Recommended Conditions

1. The property shall be developed in general conformance with the site plan stamped “RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept.”
2. The maximum front setback for the drive-through restaurant shall be increased to thirty-five (35) feet, per the site plan stamped “RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept” (CV-24-0001).
3. The fenestration requirement for the façade along Briarcliff Road shall be reduced to 18.5 percent, per the elevations stamped “RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept” (CV-24-0002).
4. A landscape plan shall be submitted with the Land Disturbance Permit (LDP), subject to review and approval of the Community Development Director.
5. A mix of trees, shrubs, and ground cover shall be planted in the landscape strip between the two vehicular travel lanes and Briarcliff Road to screen the appearance of the travel lanes between the building and the street.
6. The drive-through canopies, windows, and lanes shall comply with the requirements of Section 46-1045 and Section 46-1166.

Planning Commission Recommended Conditions

1. The property shall be developed in general conformance with the site plan stamped “RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept.”
2. The maximum front setback for the drive-through restaurant shall be increased to thirty-five (35) feet, per the site plan stamped “RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept” (CV-24-0001).
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5. A mix of trees, shrubs, and ground cover shall be planted in the landscape strip between the two vehicular travel lanes and Briarcliff Road to screen the appearance of the travel lanes between the building and the street.
6. The drive-through canopies, windows, and lanes shall comply with the requirements of Section 46-1045 and Section 46-1166.
7. **The site will be in compliance with Tucker City Ordinance Sec. 22-765, Applicability Criteria for Stormwater Management Standards.**

SLUP-24-0002 DATES

Mayor & City Council, 1st Read

May 13, 2024

Mayor & City Council, 2nd Read

June 10, 2024



City of Tucker
1975 Lakeside Parkway
Tucker, GA 30084



678-597-9040



Tuckerga.gov



info@tuckerga.gov



Land Use Petitions: SLUP-24-0002, CV-24-0001, CV-24-0002

Planning Commission: April 18, 2024

Mayor and City Council, 1st Read: May 13, 2024

Mayor and City Council, 2nd Read: June 10, 2024

PROJECT LOCATION:	4800 Briarcliff Road NE
APPLICATION NUMBER:	SLUP-24-0002
DISTRICT/LANDLOT(S):	18 th District, Land Lot 209
ACREAGE:	±17.82 acres
EXISTING ZONING:	NL-1 (Northlake High-Intensity Commercial)
EXISTING LAND USE:	Northlake Mall / Surface parking area for Northlake Mall
FUTURE LAND USE MAP DESIGNATION:	Town Center
OVERLAY DISTRICT:	N/A
APPLICANT:	Jim ‘N Nick’s Management, LLC
OWNER:	ATR Corinth Properties
PROPOSED DEVELOPMENT:	SLUP to allow a double drive-through restaurant with two concurrent variances for front setback and storefront fenestration
STAFF RECOMMENDATION:	APPROVAL with conditions of SLUP-24-0002 (restaurant with drive-through) APPROVAL of CV-24-0001 (maximum front setback) APPROVAL of CV-24-0002 (storefront fenestration)

Project Data and Background

The applicant, Jim 'N Nick's Management, LLC, is requesting a Special Land Use Permit (SLUP) with two concurrent variances for the property located at 4800 Briarcliff Road NE to allow for a restaurant with a drive-through configuration in the NL-1 (Northlake High-Intensity Commercial) zoning district. The subject parcel is approximately 17.82 acres; however, the proposed restaurant would be situated on a small corner of the site fronting Briarcliff Road. The proposed area is currently developed with a surface parking lot for the greater Northlake Mall development.

Restaurants with a drive-through configuration are only allowed in the Northlake special zoning districts (NL-1, NL-2 and NL-3) with the approval of a SLUP to ensure compatibility with surrounding developments and consistency with the City of Tucker's Comprehensive Plan. The applicant is requesting relief from the 20' maximum front setback distance in the NL-1 zoning district (CV-24-0001) and relief from the 65 percent storefront fenestration requirement (Briarcliff frontage) in the Northlake special zoning districts (CV-24-0002).

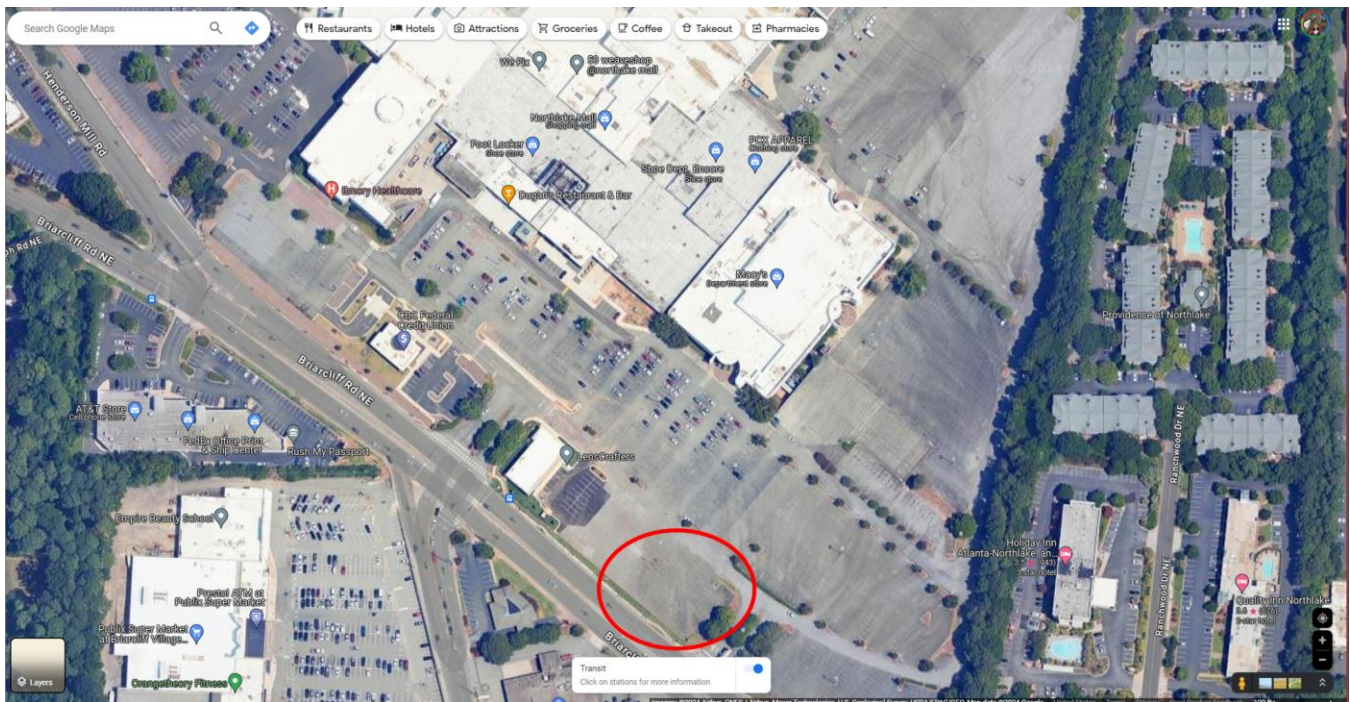


Figure 1. Aerial image of Northlake Mall from Google Maps. Red circle indicates location of proposed Jim 'N Nick's, adjacent to recently completed LensCrafters location.

Several other drive through facilities, including multiple banks and other restaurants, are located nearby, but many were developed prior to the City of Tucker incorporating in 2016. SLUP-16-004 (Ordinance O2016-12-47) was approved in 2016 for Einstein Bros Bagels with a drive-through configuration at the Tucker Meridian shopping center. Additionally, SLUP-21-0001 (Ordinance O2021-03-04) was approved in 2021 for a CDC Federal Credit Union branch with a drive-through configuration as an outparcel development at Northlake Mall. The proposed Jim 'N Nick's would be the next step in a string of recent developments on the outskirts of Northlake Mall fronting Briarcliff Road. Along with the CDC Federal

Credit Union, LensCrafters relocated from a suite inside Northlake Mall to an outparcel directly adjacent to the proposed restaurant.



Figure 2. 4800 Briarcliff Road NE (Google Streetview January 2023).

The proposed restaurant would be a 4,800 square foot facility with both indoor and outdoor seating, a double drive-through configuration (two lanes), a takeout entry along the western building façade, a shared parking area with both LensCrafters and the greater Northlake Mall area and a pedestrian entry point from the existing sidewalk along Briarcliff Road. No new curb cuts are proposed along Briarcliff Road as all access will be internal to the mall property. A screened dumpster is proposed along the eastern side of the development, fronting the internal exit lanes from the mall.

In addition to development standards found in Chapter 46, Division 3 (Northlake Zoning Districts) in the City of Tucker Code of Ordinances, restaurants with a drive-through configuration must also comply with the supplemental use regulations found in code Section 46-1166. Among other purposes, these regulations outline the required car stacking spaces and the location of drive-through menus, speaker boxes and service windows. The submitted site plan shows a double drive-through (two lanes), in addition to a pass-through lane that allows vehicles to travel around the restaurant and avoid the drive-through. Per code Section 46-1045, regulations for drive-through facilities specifically in the Northlake districts, the drive-through windows and lanes must be screened by a continuous compact evergreen hedge, or a screening wall with a minimum height of 4’.

Jim ‘N Nick’s BBQ is a national restaurant chain with locations across the Southeast, including 18 existing restaurants in Georgia. In their pre-application meeting with staff, the applicant group stated having drive-through facilities greatly helped their business operations throughout the COVID-19 pandemic, and that drive-through configurations would be a large part of their business operations moving forward.



Figure 3. Proposed western building façade; rendering shows proposed drive-through canopy, takeout entrance and outdoor patio seating.

USE ANALYSIS AND DEVELOPMENT PERMISSIONS

The purpose and intent section of the NL-1 zoning district (Sec. 46-1032) indicates the NL-1 zoning district is established “to allow for the most intense mixed-use development in Tucker. It encourages the redevelopment of parking lots into a mix of retail, office, and residential uses in the same development.” Additionally, the intent of the Northlake special zoning districts as a whole is, among other things, to encourage commercial and residential redevelopment that enhances the long-term economic viability of the Northlake area and forms a well-designed, pedestrian-friendly activity center. Drive-through facilities in the Northlake districts, both restaurants and otherwise, require a SLUP and reviewal on a case-by-case basis to ensure compatibility with the surrounding area, the intent of the zoning districts and the future land use designations in this area of the city.

The proposed double drive-through configuration could conflict with several stated intents of the Northlake districts, namely the intent to create a pedestrian-oriented community and reduce dependence on automobile travel. While adding the direct pedestrian access point from the existing sidewalk along Briarcliff Road is a meaningful step to achieve the stated intent, pedestrians would still be required to cross two vehicular travel lanes to enter the restaurant. Additionally, as there are no other active projects or proposals for surrounding surface parking areas on the greater mall property, no internal pedestrian-oriented improvements are proposed. The concurrent variance to allow relief for the 20’ maximum building setback (CV-24-0001) is being requested because the two interior vehicular travel lanes between the building and the front property line push the building back to approximately 35’ behind the property line.

Northlake Mall has long been seeking redevelopment of outparcels to spur new activity on the entire property. Along with the aforementioned CDC Federal Credit Union and LensCrafters developments, Dugan’s Restaurant & Bar recently relocated to the mall from its former location in the City of Atlanta; additionally, a new Primrose Schools location intends to open in the space previously occupied by Kohl’s. Foot Locker also moved to an exterior facing suite in the mall and underwent a façade renovation. A new restaurant would continue this recent trend of redevelopment in and around the mall to provide new amenities for those living and working in this area. It would also meet the stated intent of the NL-1 zoning district of redeveloping existing surface parking lots into active uses. In the parking and curbed areas that remain, landscaping in conformance with requirements throughout the code would be required and would be reviewed at the land disturbance permit stage.

CHARACTER AREA (Future Land Use)

The subject parcel is designated Town Center on the Future Land Use Map. The Town Center Character Area is a new designation in the City’s 5-Year Comprehensive Plan update in 2023, replacing the previous designation of Regional Center. The proposal is consistent with some aspects of the Town Center Character Area and inconsistent with others. Much of the intent of the Town Center Character Area is to promote higher intensity residential and commercial uses, reduce automobile travel and promote walkability in Town Center-designated areas. While the proposed site plan includes a new pedestrian connection from the Briarcliff Road frontage, it does not include any interior walkways through existing parking lots or to the mall. As the Trail Master Plan shows the proposed segment 6a going along the easternmost property line of Northlake Mall, there is opportunity for the proposed Jim ‘N Nick’s tying into the Trail via the existing sidewalk network along Briarcliff Road. The proposed development likely would not reduce automobile travel nor promote walkability; however, it is conveniently located along the current MARTA bus route 133, which serves the Northlake area by way of Doraville and Lindbergh Center stations. The proposed restaurant would provide a new amenity along the transit route, and the pedestrian connection from Briarcliff Road could better connect customers to the MARTA system. Outside of Northlake Mall itself, the greater mall property lacks destinations for which interior walkways and an improved multimodal transportation system (i.e., bicycle enhancements, walkable connections) could connect to. Future redevelopment of surface parking areas at Northlake Mall, whether residential or commercial, could help improve the connectivity of the proposed Jim ‘N Nick’s in the future and help better achieve the intent of the Town Center Character Area.

PUBLIC PARTICIPATION PLAN REPORT

The applicant hosted a public participation meeting on January 29, 2024. The meeting was held at 4800 Briarcliff Road, Suite 1019 (interior suite at Northlake Mall) and lasted approximately 30 minutes. Prior to the meeting, the applicant mailed a letter, the proposed site plan and building elevations to all property owners within 500’ of the subject parcel. There were seven (7) people in attendance. The applicant’s report listed questions regarding the location and hours of operation of other existing restaurants, the flow of traffic, how double drive-through configurations function, the height of the building in relation to the CDC Federal Credit Union and LensCrafters and what made the applicant want to build in Tucker. It does not appear that any changes were made to the site plan following the public participation meeting.

NEARBY/SURROUNDING LAND ANALYSIS

Adjacent & Surrounding Properties	Zoning	Existing Land Use
Adjacent: North	NL-1 (Northlake High-Intensity Commercial)	Northlake Mall
Adjacent: North	UNINCORPORATED DEKALB COUNTY	Northlake Mall (Macy’s, surface parking)
Adjacent: East	UNINCORPORATED DEKALB COUNTY	Northlake Mall (surface parking)
Adjacent: South (Across Briarcliff Road)	NL-1 (Northlake High-Intensity Commercial)	Shopping Center (4875 Briarcliff Road NE)
Adjacent: West	NL-1 (Northlake High-Intensity Commercial)	LensCrafters

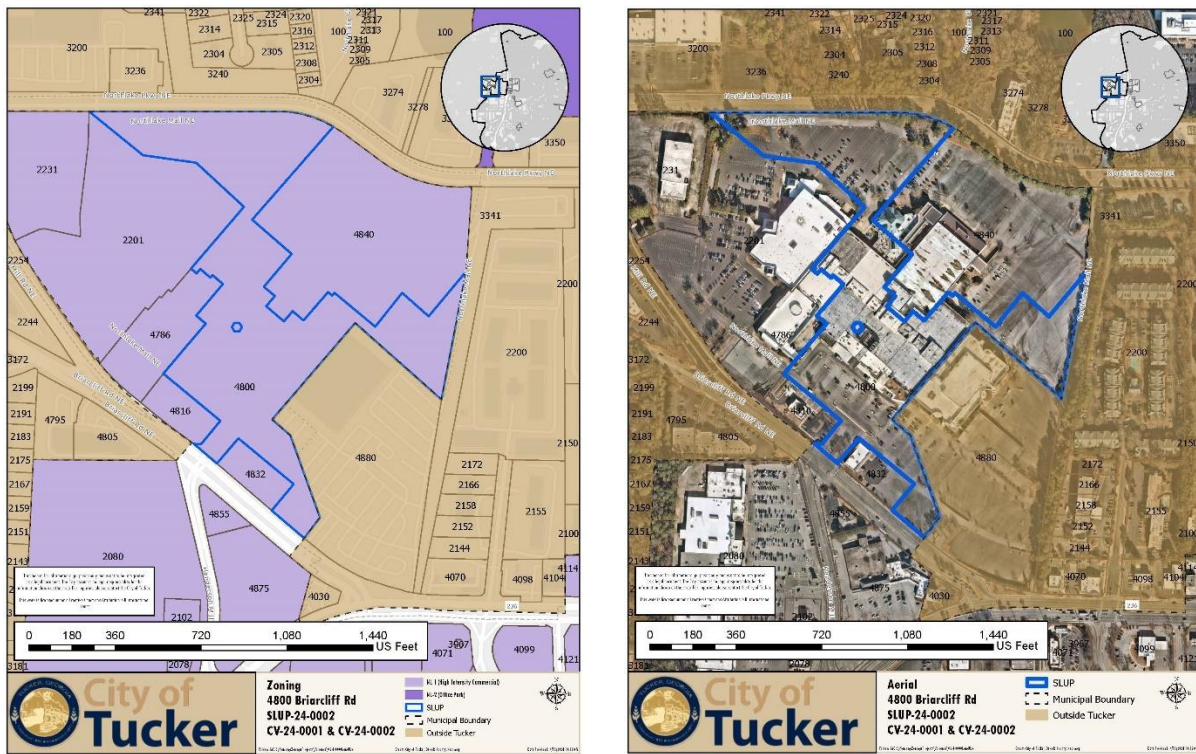


Figure 4 and 5. Zoning Map and Aerial Image.

SLUP-24-0002

CRITERIA TO BE APPLIED

Criteria (standards and factors) for special land use decisions are provided in Section 46-1594 of the City of Tucker Zoning Ordinance. The applicant is required to address these criteria (see application); below are the staff's findings which are independent of the applicant's responses to these criteria.

1. **Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.**

The development area includes approximately 0.804 acres of the larger 17.82-acre site. Adequate land area is available for the proposed restaurant with a drive-through configuration; the applicant can still meet the minimum 10 percent open space requirement in Section 46-1036, and sufficient off-street parking will still be available.

2. **Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.**

The proposed restaurant is consistent with adjacent properties, including Northlake Mall and other nearby shopping centers. This area includes some of the most intense commercial developments in the city, and a new restaurant with a drive-through fits with surrounding, similar establishments. Briarcliff Road and Lavista Road are each highly traveled corridors, both

within the city and immediately outside the City, and a new restaurant with a drive-through fits the character of these roads as currently constructed.

3. Adequacy of public services, public facilities, and utilities to serve the proposed use.

Schools. There will be no impact on public school facilities.

Stormwater management. The proposed alterations to the parking lot do not trigger stormwater management requirements.

Water and sewer. The applicant will need to gain approval from DeKalb County Department of Watershed Management (DWM) to ensure water and sewer infrastructure can manage additional strain on the system from the proposed restaurant.

4. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.

The traffic impact as a result of the proposed restaurant will be minimal in the overall Northlake area. The Trip Generation Report letter states that proposed use – “Fast Casual Restaurant with Drive Thru,” land use code 934 – will generate approximately 183 total primary peak hour trips. That number includes 102 trips (52 entering / 50 exiting) in the AM peak hour, and 81 trips (42 entering / 39 exiting) in the PM peak hour, in a 24-hour duration. While the trip generation for this type of establishment lists AM peak hour trips, Staff will note that surrounding Jim ‘N Nick’s locations do not open until 11:00am.

5. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.

It is not expected that land uses along Briarcliff Road or internal Northlake Mall roads would be adversely affected by the character of the vehicles or volume of traffic generated by the proposed drive-through restaurant.

6. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency.

The proposed site plan provides adequate vehicular ingress and egress to the restaurant. The site is situated between two entry points to Northlake Mall, and internally, there are two entry points where automobiles can access either the drive-through lanes or the wraparound lane. The proposed site plan struggles to achieve safe and convenient access for pedestrians and other users not arriving via an automobile, but the site is located in an existing surface parking lot for a large mall. There is only one crosswalk between the restaurant and the shared parking area, and there is no safe pedestrian access from the greater mall property. However, after working with staff, the applicant revised the site plan to include the pedestrian access point and crosswalk from Briarcliff Road to meet the intent of code Sections 46-1040(b) and (c). The wraparound lane and exit point at the northeast corner of the site allow for safe access and egress in the event of a fire or other emergency.

7. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.

The proposed development will not generate excessive noise, nor will it emit dust or vibrations. The applicant states the smoker used for cooking does not produce visible smoke when used; there is a possibility that odors from the cooking process could emanate beyond the site, which is not uncommon with this type of cooking.

8. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.

The hours of operation will range from 10:30am to 9:00pm, with extended service until 10:00pm on weekends. This is consistent with restaurant uses in the area and will not create adverse impacts upon adjoining uses.

9. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.

The intent of code Section 46-1036 (Dimensional requirements) is to place buildings closer to the street they front to create a more accessible pedestrian-oriented experience. Locating the two drive aisles between the building and the street could impact the pedestrian experience along Briarcliff Road, however, staff will note that there is a grade change that inhibits a more active street front. Otherwise, as long as cars are able to move through the drive-through lanes in a reasonable time frame, the proposed drive-through restaurant should not create adverse impacts upon adjoining land uses by the manner of operation.

10. Whether or not the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.

If approved by SLUP, the proposed drive-through restaurant will comply with the NL-1 zoning district.

11. Whether or not the proposed use is consistent with the policies of the comprehensive plan.

The proposed development is not entirely consistent with the adopted comprehensive plan. The stated intent of the Town Center Character Area is “to promote the concentration of higher intensity residential and commercial uses...to reduce automobile travel, promote walkability and increased transit usage.” The proposed drive-through restaurant would not reduce automobile travel, rather, it could promote increased automobile travel. It could possibly promote walkability along Briarcliff Road, but there are no internal pedestrian improvements that would improve walkability within the Northlake Mall development. The proposed restaurant could have a positive impact on transit usage, as it would provide a new amenity along the current MARTA 133 bus route. As a stand-alone development, the proposed drive-through restaurant does adequately align with the policies outlined in the comprehensive plan; however, if other remaining surface parking areas are redeveloped in the future with higher-density housing types, there is a greater possibility to develop walkable connections between

residential and commercial uses and be more consistent with the intent and policies of the comprehensive plan.

12. Whether or not the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

There are transitional buffers required with this site.

13. Whether or not there is adequate provision of refuse and service areas.

There is adequate provision of refuse and service areas. The applicant has included a designated screened dumpster that complies with code Section 46-1339.

14. Whether the length of time for which the special land use permit is granted should be limited in duration.

Staff does not recommend any limits on the length of time of the special land use permit (if granted), so long as the applicant obtains all local licensing requirements including compliance with approved conditions and annual occupational tax certificate renewal.

15. Whether or not the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings.

It is staff's opinion that the building size, mass and scale will be appropriate in relation to surrounding land uses. The applicant indicated as part of the public participation plan report the proposed building will be shorter than the neighboring LensCrafters building.

16. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

There are no known historic buildings, sites, districts, or archaeological resources on the subject property.

17. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.

The proposed restaurant is in compliance with the supplemental regulations for restaurants with drive-through facilities [Sec. 46-1166. – Drive-through facility; restaurant].

Sec. 46-1166. – Drive-through facility; restaurant.

Restaurants with drive-through services shall meet the following requirements:

- (1) Drive-through facilities shall not be located within 60 feet of a residentially zoned property, as measured from any menu or speaker box to the property line of adjacent residential property.**

There are no residentially zoned properties within 60' of the drive-through configuration.

- (2) No drive-through facility shall be located on a property less than 10,000 square feet in area. Stacking spaces for queuing of cars shall be provided for the drive-through area as required in article VI of this chapter.**

The proposed development area is 35,000 square feet, and the double drive-through configuration allows for adequate vehicle stacking.

- (3) Drive-through lanes and service windows shall be located to the side or rear of buildings. If on a corner lot, only the pickup window may be located on the side between the principal structure and a public street.**

The drive-through lanes and service window are situated along internal access roads for the greater Northlake Mall property; while there are two vehicular travel lanes located between the building and Briarcliff Road, the lane closest to the building transitions to a drive-through lane along the side of the building.

- (4) Drive-through canopies and other structures, where present, shall be constructed from the same materials as the primary building and with a similar level of architectural quality and detailing.**

The drive-through canopy appears to be constructed of wrought iron, similar to that used on other exterior aspects of the proposed building.

- (5) Speaker boxes shall be pointed away from adjacent residential properties. Speaker boxes shall not play music but shall only be used for communication for placing orders.**

There are no residentially zoned properties nearby.

- (6) Stacking spaces shall be provided for any use having a drive-through facility or areas having drop-off and pick-up areas in accordance with the following requirements. Stacking spaces shall be a minimum of ten feet wide and 25 feet long. Stacking spaces shall begin at the last service window for the drive-through lane (typically the "pick-up" window).**

The double drive-through configuration appears to comply with stacking requirements.

- (7) Financial institutions with drive-through windows, car washes (automated or staffed facilities), drive-through coffee sales facilities, and any other uses with drive-through facilities with the exception of restaurants with drive-through facilities, shall provide three stacking spaces for each window or drive-through service facility.**

Not applicable.

- (8) Restaurants with drive-through facilities shall provide ten stacking spaces per lane for each window or drive-through service facility.**

The double drive-through configuration appears to comply with stacking requirements.

- (9) The following general standards shall apply to all stacking spaces and drive-through facilities:**

- a. **Drive-through lanes shall not impede on and off-site traffic movements, shall not cross or pass through off-street parking areas, and shall not create a potentially unsafe condition where crossed by pedestrian access to a public entrance of a building.**

While not formally a drive-through lane at the two pedestrian crosswalks, pedestrians entering from the Briarcliff Road access point are forced to cross two vehicular travel lanes, creating potentially unsafe conditions for pedestrians trying to access the restaurant. On and off-site traffic movements, as well as off-street parking areas, are not impeded by the drive-through configuration.

- b. **Drive-through lanes shall be separated by striping or curbing from off-street parking areas. Individual lanes shall be striped, marked or otherwise distinctly delineated.**

While the two drive-through lanes appear to be separated by curbing, the outer drive-through lane and the wraparound lane do not appear to be separated on the proposed site plan; they would need to be separated by striping or curbing.

- c. **All drive-through facilities shall include a bypass lane with a minimum width of ten feet, by which traffic may navigate around the drive-through facility without traveling in the drive-through lane. The bypass lane may share space with a parking access aisle.**

The application is in compliance.

- (10) **Drive-through lanes must be set back five feet from all lot lines and roadway right-of-way lines.**

The application is in compliance.

- 18. **Whether or not the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.**

The proposed use will not produce an adverse shadow effect.

- 19. **Whether the proposed use would result in a disproportionate proliferation of that or similar uses in the subject character area.**

There are several drive-through facilities, both restaurants and otherwise, located near this site. Drive-through facilities for Chick-fil-A, Starbucks and Smoothie King are all located in the general vicinity as the proposed Jim 'N Nick's, as are several bank branches. However, this would be the only drive-through restaurant at Northlake Mall.

- 20. **Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.**

Town Center Character Area. While the proposal conflicts with the intent of the Town Center Character Area to create a more pedestrian-oriented environment and reduce automobile travel, it is not in conflict with the strategies of the Town Center Character Area to improve

transit connections and encourage a relatively high-density mix of uses to serve a regional market area. The site could eventually connect to the Tucker PATH, which will have a streetscape design that is pedestrian-oriented with strong, walkable connections between properties and uses around the City.

Staff will note redevelopment of Northlake Mall, including several outlying surface parking areas, is a priority of the city, as reactivating this site would go a long way toward realizing the Town Center vision that was developed during the 2023 comprehensive plan update.

CONCLUSION

While the proposed use is not entirely consistent with the Town Center Character Area, staff does not believe this use would cause a disproportionate proliferation of drive-through facilities or be detrimental to the intents of the NL-1 zoning district and the Town Center Character Area. Potential impacts can be mitigated by future developments that further transform the mall property from a sea of surface parking lots to a higher-density mixed-use development.

Concurrent Variance (CV-24-0001) – Maximum front setback

The City of Tucker Zoning Ordinance includes dimensional requirements for the Northlake special zoning districts, including a 0' minimum front setback / 20' maximum front setback for properties in the NL-1 zoning district. Code Section 46-1036 (Dimensional requirements) includes a provision stating "buildings may exceed the maximum setback to allow for stoops, front porches, balconies, canopies, or steps, a public space or park, and or outdoor dining." The applicant's submitted site plan does not meet this provision for an increased setback. Likewise, the submitted site plan does not meet the criteria outlined for an administrative variance in code Section 46-1049 and Section 46-1669.

A concurrent variance is requested to increase the maximum front building setback along Briarcliff Road from 20' to 35'.

Criteria for variance approval are provided in Section 46-1633 of the City of Tucker Zoning Ordinance.

CRITERIA TO BE APPLIED – CONCURRENT VARIANCE

- 1. By reason of exceptional narrowness, shallowness, or shape of a specific lot, or by reason of exceptional topographic and other site conditions (such as, but not limited to, floodplain, major stand of trees, steep slopes), which were not created by the owner or applicant, the strict application of the requirements of this chapter would deprive the property owner of rights and privileges enjoyed by other property owners in the same zoning district.**

The subject property as a whole is unusual in shape, and the area of the proposed development is somewhat unusual in shallowness, especially in terms of accommodating a double drive-through restaurant; however, the parcel could be developed with the building pushed closer to Briarcliff Road. The need for two vehicular travel lanes – one converting to a drive-through lane

and the other serving as the by-pass lane, pushes the building past the 20' maximum front building setback along Briarcliff Road.

- 2. The requested variance does not go beyond the minimum necessary to afford relief, and does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the zoning district in which the subject property is located.**

The requested variance does not go beyond the minimum necessary to afford relief by allowing the proposed restaurant to be setback more than the maximum along Briarcliff Road as the applicant is only asking to increase the maximum setback to 35' to be able to accommodate the travel lanes required for a drive-through.

- 3. The grant of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.**

The granting of the variance would not be detrimental to the public welfare, nor would it be injurious to the property. As part of the overall redevelopment of Northlake Mall, the proposal brings more compliance to the site by removing an area of surface parking area and adding more active uses closer to Briarcliff.

- 4. The literal interpretation and strict application of the applicable provisions or requirements of this chapter would cause undue and unnecessary hardship.**

The literal interpretation and strict application of the applicable provisions or requirements of this chapter could cause undue and unnecessary hardship as the redevelopment area is limited to a small section of a larger development.

- 5. The requested variance would be consistent with the spirit and purpose of this chapter and the Comprehensive Plan text.**

While the proposal does not meet the full spirit and purpose of the Town Center Character Area, Staff is optimistic that continued redevelopment of Northlake Mall will allow for an overall master redevelopment plan that builds out the vision of the Comprehensive Plan for this area.

Conclusion: Staff recommends **APPROVAL of CV-24-0001.**

Concurrent Variance (CV-24-0002) – Storefront fenestration requirements

Code Section 46-1040(g) requires ground floor storefront fenestration along a public street for at least 65 percent of the exterior façade area. This requirement is intended to create a more active and open storefront, particularly when aligned with pedestrian-oriented improvements.



Figure 6. Proposed southern building façade fronting Briarcliff Road. Note on the plan indicates 18.5 percent fenestration along this façade, and “glass/windows are on all areas not in kitchen or restrooms.”

As the southern façade of the building fronting Briarcliff Road is the only side fronting a public street, the requirements in Sec. 46-1040(g) only apply to this façade. According to the submitted building elevations, the total area of this façade is approximately 1,002 square feet, of which 186 square feet is proposed to be glass; this equates to 18.5 percent of the façade area. The interior floor plan shows the restrooms are along this façade, as is another back of house room.

A concurrent variance is requested to reduce the minimum storefront fenestration requirement along a public street from 65 percent to 18.5 percent.

Criteria for variance approval are provided in Section 46-1633 of the City of Tucker Zoning Ordinance.

CRITERIA TO BE APPLIED – CONCURRENT VARIANCE

- 1. By reason of exceptional narrowness, shallowness, or shape of a specific lot, or by reason of exceptional topographic and other site conditions (such as, but not limited to, floodplain, major stand of trees, steep slopes), which were not created by the owner or applicant, the strict application of the requirements of this chapter would deprive the property owner of rights and privileges enjoyed by other property owners in the same zoning district.**

While the narrowness, shallowness, nor shape of the lot necessarily impact how much fenestration is possible along the public street, the size and shape of the lot only limits the possible layouts of the building on the site. To allow for the safest flow of traffic, and to comply with other requirements in the code, the drive-through lanes are proposed along the eastern and

northern facades. This impacts how the interior of the store can be laid out, resulting in the kitchen and back of house areas along the eastern and northern facades and restrooms and another back of house space along the southern façade.

2. **The requested variance does not go beyond the minimum necessary to afford relief, and does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the zoning district in which the subject property is located.**

The requested variance does not go beyond the minimum necessary to afford relief as the proposal as a whole attempts to comply with the overall intent of the code while addressing multiple site challenges. Additionally, other design elements are incorporated on the façade which create visual interest.

3. **The grant of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.**

The granting of the variance will not be materially detrimental to the public welfare. The proposed elevation along Briarcliff Road is architecturally intriguing even without meeting the 65 percent fenestration threshold, and pedestrians travelling along Briarcliff Road or entering via the pedestrian connection are exposed to the most architecturally engaging portion of the building (SE corner).

4. **The literal interpretation and strict application of the applicable provisions or requirements of this chapter would cause undue and unnecessary hardship.**

The literal interpretation and strict application of the applicable provisions or requirements of this chapter could cause undue and unnecessary hardship, as it may require substantially changing either the interior layout of the restaurant or the exterior configuration of the restaurant and vehicular travel lanes, or both, which could result in a less desirable layout.

5. **The requested variance would be consistent with the spirit and purpose of this chapter and the Comprehensive Plan text.**

The proposed variance is not entirely in line with the spirit and purpose of this chapter and the Comprehensive Plan. The intent of this requirement is to create active and engaging storefronts along public streets; likewise, the Town Center Character Area calls for improving walkability and enhancing the pedestrian experience. However, since the pedestrian entry point from Briarcliff Road leads to the most engaging corner of the building, where the percentage of fenestration is highest, the requested variance attempts to meet the intent of this chapter and the Comprehensive Plan.

Conclusion: Staff recommends **APPROVAL of CV-24-0002.**

Staff Recommendation

Based upon the findings and conclusions herein, staff recommends **APPROVAL WITH CONDITIONS** of **SLUP-24-0002, CV-24-0001, and CV-24-0002.**

1. The property shall be developed in general conformance with the site plan stamped "RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept."
2. The maximum front setback for the drive-through restaurant shall be increased to thirty-five (35) feet, per the site plan stamped "RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept" (CV-24-0001).
3. The fenestration requirement for the façade along Briarcliff Road shall be reduced to 18.5 percent, per the elevations stamped "RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept" (CV-24-0002).
4. A landscape plan shall be submitted with the Land Disturbance Permit (LDP), subject to review and approval of the Community Development Director.
5. A mix of trees, shrubs, and ground cover shall be planted in the landscape strip between the two vehicular travel lanes and Briarcliff Road to screen the appearance of the travel lanes between the building and the street.
6. The drive-through canopies, windows, and lanes shall comply with the requirements of Section 46-1045 and Section 46-1166.

Planning Commission Recommendation

Based upon the findings and conclusions herein, at its April 18, 2024, public hearing, the Planning Commission recommends **APPROVAL WITH CONDITIONS** of **SLUP-24-0002, CV-24-0001, and CV-24-0002** subject to the following amended staff conditions: (additions = **bold**)

1. The property shall be developed in general conformance with the site plan stamped "RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept."
2. The maximum front setback for the drive-through restaurant shall be increased to thirty-five (35) feet, per the site plan stamped "RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept" (CV-24-0001).
3. The fenestration requirement for the façade along Briarcliff Road shall be reduced to 18.5 percent, per the elevations stamped "RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept" (CV-24-0002).
4. A landscape plan shall be submitted with the Land Disturbance Permit (LDP), subject to review and approval of the Community Development Director.

5. A mix of trees, shrubs, and ground cover shall be planted in the landscape strip between the two vehicular travel lanes and Briarcliff Road to screen the appearance of the travel lanes between the building and the street.
6. The drive-through canopies, windows, and lanes shall comply with the requirements of Section 46-1045 and Section 46-1166.
7. **The site will be in compliance with Tucker City Ordinance Sec. 22-765, Applicability Criteria for Stormwater Management Standards.**



Planning and Zoning
 1975 Lakeside Parkway, Suite 350
 Tucker, GA 30084
 Phone: 678-597-9040
 Website: www.tuckerga.gov

Land Use Petition Application

Type of Application: Rezoning Comprehensive Plan Amendment Special Land Use Permit
 Concurrent Variance Modification

APPLICANT INFORMATION		
Applicant is the: <input type="checkbox"/> Property Owner <input checked="" type="checkbox"/> Owner's Agent <input type="checkbox"/> Contract Purchaser		
Name: Jim 'N Nick's Management LLC		
Address: 10 Inverness Center Parkway, Suite 250		
City: Birmingham	State: AL	Zip: 35242
Contact Name: Sandi LeBlanc, Processor		
Phone: 804.389.9449	Email: Sandif@Ldreeves.com	
OWNER INFORMATION		
Name: Corinth Properties		
Address: 4645 N. Central Exp.		
City: Dallas	State: TX	Zip: 75205
Contact Name: Frank Mihalopoulos		
Phone: 214.628.7160	Email: Frank@corinthproperties.com	
PROPERTY INFORMATION		
Property Address: Northlake Mall 4800 Briarcliff Rd Tucker GA		
Present Zoning District(s): NL-1	Requested Zoning District(s):	
Present Land Use Category: Local Commercial	Requested Land Use Category:	
Land District:	Land Lot(s):	Acreage:
Proposed Development: Jim 'N Nick's Community BBQ Restaruant		
Concurrent Variance(s): Two (2): Maximum front setback under code Sec. 46-1036; Storefront fenestration under code Sec. 46-1040		
RESIDENTIAL DEVELOPMENT		
No. of Lots/Dwelling Units:	Dwelling Unit Size (Sq. Ft.):	Density:
NON-RESIDENTIAL DEVELOPMENT		
No. of Buildings/Lots: 1	Total Building Sq. Ft.: 4,800SF	Density:

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SLUP-24-0002, CV-24-0001
CV-24-0002

APPLICANT'S CERTIFICATION

THE UNDERSIGNED BELOW STATES UNDER OATH THAT THEY ARE AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 24 MONTHS FROM THE DATE OF LAST ACTION BY THE MAYOR AND CITY COUNCIL.

[Handwritten Signature]

2/26/2024

Signature of Applicant

Date

Sandi LeBlanc - Processor

Type or Print Name and Title

[Handwritten Signature]

2/26/24

exp 8/31/25

Signature of Notary Public

Date

Notary Seal

CYNTHIA L. BERGAMINI
NOTARY PUBLIC
REGISTRATION # 369291
COMMONWEALTH OF VIRGINIA

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PROPERTY OWNER'S CERTIFICATION

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of DeKalb County, Georgia, of the property identified below, which is the subject of the attached Land Use Petition before the City of Tucker, Georgia. As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Rezoning (RZ), Comprehensive Plan Amendment (CA), Special Land Use Permit (SLUP), Modification (M) & Concurrent Variance (CV) in request of the items indicated below.

I, FRANK MIHALOPOULOS, authorize, Jim N Nicks Manangement LLC,
(Property Owner) (Applicant)

to file for SLUP and CV, at Northlake Mall, 4800 Briarcliff Road Tucker, GA
(RZ, CA, SLUP, M, CV) (Address)

on this date FEBRUARY 13th, 2024
(Month) (Day)

- I understand that if a rezoning is denied or assigned a zoning classification other than the classification requested in the application, then no portion of the same property may again be considered for rezoning for a period of twenty-four (24) months from the date of the mayor and city councils' final decision.
- I understand that if an application for a special land use permit affecting all or a portion of the same property for which an application for the same special land use was denied shall not be submitted before twenty-four (24) months have passed from the date of final decision by the mayor and city council on the previous special land use permit.
- I understand that failure to supply all required information (per the relevant Applicant Checklists and requirements of the Tucker Zoning Ordinance) will result in REJECTION OF THE APPLICATION.
- I understand that preliminary approval of my design plan does not authorize final approval of my zoning or signage request. I agree to arrange additional permitting separately, after approval is obtained.
- I understand that representation associated with this application on behalf of the property owner, project coordinator, potential property owner, agent or such other representative shall be binding.

[Signature]
Signature of Property Owner

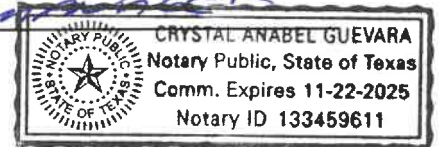
2/13/2024
Date

FRANK MIHALOPOULOS
Type or Print Name and Title

17's manager

[Signature]
Signature of Notary Public

2/13/2024
Date



Notary Seal

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February 26 2024
Planning and Zoning Dept.
SLUP-24-0002, CV-24-0001
CV-24-0002

DISCLOSURE REPORT FORM

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL.

CIRCLE ONE: YES (if YES, complete points 1 through 4); NO (if NO, complete only point 4)

1. CIRCLE ONE: **Party to Petition** (If party to petition, complete sections 2, 3 and 4 below)
In Opposition to Petition (If in opposition, proceed to sections 3 and 4 below)


2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition:

1. _____	5. _____
2. _____	6. _____
3. _____	7. _____
4. _____	8. _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Peggy Jones
 Signature:  Date: 2-14-24

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DISCLOSURE REPORT FORM

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL.

CIRCLE ONE: YES (if YES, complete points 1 through 4); **NO** (if NO, complete only point 4)

1. **CIRCLE ONE:** **Party to Petition** (If party to petition, complete sections 2, 3 and 4 below)
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2. _____	6. _____
3. _____	7. _____
4. _____	8. _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) FRANK MICHALOPOULOS
Signature: *Frank Michalopoulos* Date: 2/13/2024

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LAND USE PETITION APPLICATION, REVISED OCTOBER 24, 2022
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CV-24-0002

DISCLOSURE REPORT FORM

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL.

CIRCLE ONE: **YES** (if YES, complete points 1 through 4);

NO (if NO, complete only point 4)

1. **CIRCLE ONE:** **Party to Petition** (If party to petition, complete sections 2, 3 and 4 below)

In Opposition to Petition (If in opposition, proceed to sections 3 and 4 below)

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition:

1.	5.
2.	6.
3.	7.
4.	8.

3. **CAMPAIGN CONTRIBUTIONS:**

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information, and belief.

Name (print) Sandi LeBlanc

Signature: [Handwritten Signature]

Date: 2/22/24

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Planning and Zoning
 1975 Lakeside Parkway, Suite 350
 Tucker, GA 30084
 Phone: 678-597-9040
 Website: www.tuckerga.gov

Land Use Petition Application Checklist

FOR ALL REZONINGS, COMPREHENSIVE PLAN AMENDMENTS, SPECIAL LAND USE PERMITS, MODIFICATIONS, AND CONCURRENT VARIANCES

REQUIRED ITEMS	NUMBER OF COPIES	CHECK <input checked="" type="checkbox"/>
One (1) digital copy of all submitted materials	<ul style="list-style-type: none"> One (1) flash drive or CD in .JPEG, .PDF format 	<input checked="" type="checkbox"/>
Pre-Application Meeting Form	<ul style="list-style-type: none"> One (1) Copy 	<input checked="" type="checkbox"/>
Public Participation Report	<ul style="list-style-type: none"> One (1) Copy 	<input checked="" type="checkbox"/>
Application, Signature Pages, Disclosure Form	<ul style="list-style-type: none"> One (1) Copy each 	<input checked="" type="checkbox"/>
Written Legal Description	<ul style="list-style-type: none"> One (1) 8 ½" x 11" Legal Description 	<input checked="" type="checkbox"/>
Boundary Survey and Proposed Site Plan (See Page 9 for Requirements)	<ul style="list-style-type: none"> Five (5) Full-Size (24" x 36") Copies of each One (1) 8 ½" x 11" or 11x17 Site Plan of each 	<input checked="" type="checkbox"/>
Building Elevations (renderings or architectural drawings to show compliance with Article 5)	<ul style="list-style-type: none"> One (1) Copy 	<input checked="" type="checkbox"/>
Letter of Intent	<ul style="list-style-type: none"> One (1) Copy 	<input checked="" type="checkbox"/>
Analysis of Standards/Criteria (See page 5)	<ul style="list-style-type: none"> One (1) Copy 	<input checked="" type="checkbox"/>
Environmental Site Analysis Form	<ul style="list-style-type: none"> One (1) Copy 	<input checked="" type="checkbox"/>
Trip Generation Letter (ITE Trip Generation Manual)	<ul style="list-style-type: none"> One (1) Copy 	<input checked="" type="checkbox"/>
THE FOLLOWING ITEMS MAY BE REQUIRED		
Traffic Impact Study (See Sec. 46-1309)	<ul style="list-style-type: none"> One (1) Copy 	<input type="checkbox"/>
Development of Regional Impact Review Form	<ul style="list-style-type: none"> Three (3) Copies 	<input type="checkbox"/>
Environmental Impact Report	<ul style="list-style-type: none"> One (1) Copy 	<input type="checkbox"/>
Noise Study Report	<ul style="list-style-type: none"> One (1) Copy 	<input type="checkbox"/>
Meeting with GDOT if impact to I-285 Eastside Express Lanes	<ul style="list-style-type: none"> One (1) Copy 	<input type="checkbox"/>
Other items required per the Zoning Ordinance	<ul style="list-style-type: none"> One (1) Copy 	<input type="checkbox"/>
LAND USE PETITION FEE SCHEDULE		
Residential Rezoning	\$500	<input type="checkbox"/>
Multifamily/Non-Residential Rezoning	\$750	<input type="checkbox"/>
Special Land Use Permit	\$400	<input checked="" type="checkbox"/>
Comprehensive Plan Amendment	\$1000	<input type="checkbox"/>
Modification	\$250	<input type="checkbox"/>
Variance (includes Concurrent Variance)	\$300 x's 2 = \$600.00	<input checked="" type="checkbox"/>
Public Notice Sign Fee	\$80 (per required sign)	<input type="checkbox"/>

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Legal Description for Proposed Jim 'N Nicks Community BBQ Site

BEING an approximately 35,000 square foot portion of "Tract 4," said Tract 4 being commonly identified as Parcel ID 18 209 02 028, and being legally described as follows:

All that tract or parcel of land lying and being in Lot 209 of the 18th District, City of Tucker, DeKalb County, Georgia, being known as Tract 4, per Subdivision Plat for Northlake Mall, recorded in Plat Book 287, Pages 70 through 72, DeKalb County, Georgia records.

Said 35,000 square foot portion of Tract 4 is depicted below:



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Letter of Intent

Jim N Nicks Management LLC is interested in opening a new location at Northlake Mall, 4800 Briarcliff Road, Tucker, GA. We are submitting a request for a Special Land Use Permit (SLUP) and two concurrent variances to do so. Our proposed plan includes the addition of restaurant drive-thru lanes and a variation to the front setback and storefront fenestration.

The SLUP request is to add a double drive-thru service for our patrons to allow additional service options without leaving one's vehicle. We will abide by the conditions set forth to operate a drive-through in compliance with Ordinance Sec 46-1166 and the Northlake Zoning District Sec. 46-1045.

We are requesting two (2) variances to the Northlake Zoning District High-Intensity Commercial Ordinance NL-1 code:

1. We request relief to code Sec 46-1036, which requires a maximum front setback of 20'. We seek a front setback of 35' to accommodate the addition of a double-lane drive-thru and emergency service lane.
2. We request relief to code Sec 46-1040, which requires a minimum fenestration percentage of 65 percent window glass coverage to the storefront along Briarcliff Road. Our restaurant floor plans include restrooms and a back-of-the-house kitchen area, which prevents us from adding additional windows to cover the entire storefront.

We have made numerous design revisions to meet the Northlake Design requirements, and we hope that our request for relief to the above requirements and the allowance of a drive-thru for a future Jim 'N Nick's Restaurant will be approved.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Lee", is written over the "Sincerely," text.

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Special Land Use Permit Criteria

Request for Drive-Thru

Section 46-1594 of the City of Tucker Zoning Ordinance lists specific criteria that shall be considered by the planning and zoning department, the planning commission, and the mayor and city council in evaluating and deciding any application for a special land use permit. No application for a special land use permit shall be granted by the mayor and city council unless satisfactory provisions and arrangements have been made concerning each of the following factors, all of which are applicable to each application, and the application is in compliance with all applicable regulations in Article 4. The applicant shall write a detailed written analysis of criteria as it relates to their proposed project.

1. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.
 - a. The proposed Jim 'N Nick's site is adequate to handle the proposed development of the 4,800 SF restaurant, parking, and double drive-thru lanes. All required open spaces, landscaping, utilities, and parking within the Northlake zoning district requirements will be represented per the code.
2. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.
 - a. The proposed restaurant use is compatible with the surrounding mixed-use restaurant, retail, and office uses.
3. Adequacy of public services, public facilities, and utilities to serve the proposed use.
 - a. Public transit is located within walking distance of the proposed restaurant and public utilities are serving the site.
4. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.
 - a. The existing traffic infrastructure is adequate to handle the additional traffic, which will not create congestion in the area due to the proposed double drive-through concept.

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5. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.
 - a. The existing traffic infrastructure is adequate to handle the additional traffic, which will not create congestion in the area due to the proposed double drive-through concept.

6. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency.
 - a. All ingress and egress exist on the property and no modifications have been planned. Additional drive-thru access lanes proposed will reduce any traffic issues and allow emergency vehicles to move around the building with ease.

7. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.
 - a. The proposed restaurant will not cause any adverse impacts to the adjoining retail / mixed-used areas; the Smoker used for cooking uses very little wood in the smoking process, in addition when the smoker is in operation there is no visible smoke emitted.

8. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.
 - a. The proposed hours of operation are Monday- Sunday 10:30 am to 9:00 pm with possible hours until 10 pm on the weekends. This is similar hours to the adjacent properties.

9. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.
 - a. The proposed restaurant will not cause any adverse impacts upon any adjoining land uses and will likely bring additional patrons to their location.

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10. Whether or not the proposed use is consistent with the requirements of the zoning district classification in which the use is proposed to be located.
 - a. The proposed restaurant use is by right under the current zoning designation. Jim 'N Nicks' is requesting the additional use of a drive-thru.

11. Whether or not the proposed use is consistent with the policies of the comprehensive plan.
 - a. The proposed restaurant use is consistent with the comprehensive plans and the proposed redevelopment of the area.

12. Whether or not the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.
 - a. The proposed restaurant does not have any buffer zone requirements and will follow all zoning regulations required for the site.

13. Whether or not there is adequate provision of refuse and service areas.
 - a. A separate refuse service area will be created for the restaurant's use within an enclosed area listed on the site plan.

14. Whether the length of time for which the special land use permit is granted should be limited in duration.
 - a. If the special land use is granted it should be indefinite for the proposed Jim 'N Nicks' use. If the proposed use for the site changes or the property is vacant for more than 1 year the SLUP should be reviewed.

15. Whether or not the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings.
 - a. The size, scale, and massing of the proposed building are in appropriate relation to the adjacent/nearby lots and buildings at 4,800SF.

16. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.
 - a. The proposed building is not within a historical site, districts, or an archaeological resource site.

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Site 1370 of 2574-0001
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17. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.
 - a. The proposed request to allow the addition of the Drive-Thru use to the Restaurant meets all of the additional regulations for the special land use permit.

18. Whether or not the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.
 - a. The building height is 18 feet and will not create a negative shadow on the adjoining lot.

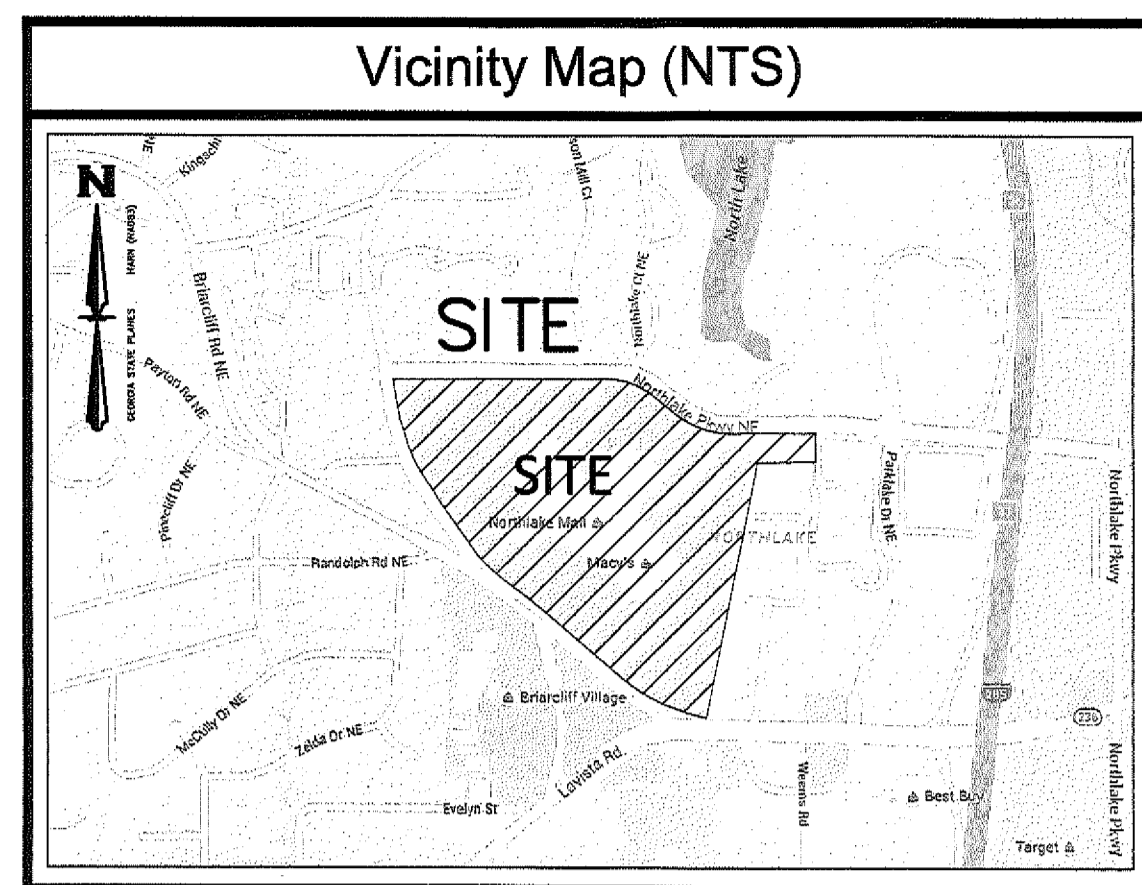
19. Whether the proposed use would result in a disproportionate proliferation of that or similar uses in the subject character area.
 - a. Within the City of Tucker there are other fast-food restaurants with a dual drive-thru in use, therefore the proposed Jim 'N Nick's will not cause any disproportionate proliferation.

20. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.
 - a. The proposed Jim 'N Nick's Community BBQ is very proud of the word COMMUNITY in our name. We love serving great Bar-B-Q, but we're just as enthusiastic about supporting our local communities. Our business has grown over the years, but our philosophy remains the same — give back to those who need it the most. Jim 'N Nick's BBQ is confident we are compatible with the neighborhood and overall objective of the comprehensive plan.

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THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

LOT DIVISION FOR:
NORTHLAKE MALL
 LOCATED IN LAND LOT 209 & 210
 OF THE 18TH DISTRICT
 DEKALB COUNTY, GA
 TAX PARCEL: 18 209 02 028
AP# 1243073



GRANT SHEPHERD & ASSOCIATES, INC.
 Construction Layout • GPS Mapping
 Land Surveying • Site Development
 735 LONGLEAF BOULEVARD, SUITE A, LAWRENCEVILLE, GA 30046
 PHONE: 770.418.9823 FAX: 770.418.9289
 www.gasurveying.com
 COA/LSF 000459
 THE USE OF THIS DOCUMENT FORMAT IS STRICTLY PROHIBITED AND CONTINUED UPON WRITTEN CONSENT AND PERMISSION OF GRANT SHEPHERD & ASSOCIATES, INC.

OWNER'S ACKNOWLEDGEMENT

I, Anthony Ruggeri, THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND FOR VALUE RECEIVED THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY CONVEY ALL STREETS AND RIGHTS-OF-WAY, WATER MAINS AND SEWER LINES SHOWN HEREON IN FEE SIMPLE TO DEKALB COUNTY, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED. IN CONSIDERATION OF THE APPROVAL OF THIS DEVELOPMENT PLAN AND OTHER VALUABLE CONSIDERATIONS, THE OWNER FURTHER RELEASES AND HOLDS HARMLESS DEKALB COUNTY FROM ANY AND ALL CLAIMS, DAMAGES OR DEMANDS ARISING ON ACCOUNT OF THE DESIGN, CONSTRUCTION AND MAINTENANCE OF THE PROPERTY SHOWN HEREON; ON ACCOUNT OF THE ROADS, FILLS, EMBANKMENTS, DITCHES, CROSS-DRAINS, CULVERTS, WATER MAINS, SEWER LINES, AND BRIDGES WITHIN THE PROPOSED RIGHTS-OF-WAY AND EASEMENTS SHOWN; AND ON ACCOUNT OF BACKWATER, THE COLLECTION AND DISCHARGE OF SURFACE WATER, OR THE CHANGING OF COURSES OF STREAMS.

AND FURTHER THE OWNER WARRANTS THAT THE OWNS FEES SIMPLE TITLE TO THE PROPERTY SHOWN HEREON AND AGREES THAT DEKALB COUNTY SHALL NOT BE LIABLE TO HIM/HER, HIS/HER HEIRS, SUCCESSORS OR ASSIGNS FOR ANY CLAIMS OR DAMAGES RESULTING FROM THE CONSTRUCTION OR MAINTENANCE OF CROSS-DRAIN EXTENSIONS, DRIVES, STRUCTURES, STREETS, CULVERTS, CURBS, OR SIDEWALKS, THE CHANGING OF COURSES OF STREAMS AND RIVERS, FLOODING FROM NATURAL CREEKS AND RIVERS, SURFACE WATERS AND ANY OTHER MATTER WHATSOEVER. I FURTHER WARRANT THAT I HAVE THE RIGHT TO SELL AND CONVEY THE LAND ACCORDING TO THIS PLAT AND DO HEREBY BIND MYSELF AND OWNERS SUBSEQUENT IN TITLE TO DEFEND BY VIRTUE OF THESE PRESENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND.

Owner/Developer

OWNER
 Northlake ATRCorinth Partners, LLC
 12700 PARK CENTRAL DRIVE
 SUITE 100
 DALLAS, GEORGIA 75251
 214-273-3600
 tonyr@atrdallas.com

CONTACT
 TONY RUGGERI
 12700 PARK CENTRAL DRIVE
 SUITE 100
 DALLAS, GEORGIA 75251
 214-273-3600
 tonyr@atrdallas.com

Certificate of Conformity

I, SEATON G. SHEPHERD, JR., THE ENGINEER/SURVEYOR FOR THE PROPERTY KNOWN AS 4800 BRIARCLIFF ROAD, TAX PARCEL ID# 18 209 02 028, 18 209 02 031 & 18 209 02 030, DEKALB COUNTY, GEORGIA, LOCATED IN LAND LOTS 209 & 210 OF THE 18TH DISTRICT, HEREBY CERTIFY THAT NO LOTS PLATTED WITHIN THE SUBJECT PROPERTIES ARE NON-CONFORMING OR WILL RESULT IN ANY NON-CONFORMING LOTS.

SEATON G. SHEPHERD, JR.
 735 LONGLEAF BOULEVARD, SUITE A
 LAWRENCEVILLE, GA 30046

Map or Plat Closure Statement & Notes

1. THE FIELD DATA FOR THIS SURVEY WAS OBTAINED WITH A NIKON DTM 550 TOTAL STATION AND A TOPCON GRS-1 GPS ROVER (CORRECTED WITH THE I-NET REALTIME GPS NETWORK) ON JANUARY 20, 2015.
2. THIS PLAT OR MAP HAS BEEN CALCULATED FOR CLOSURE AND HAS A CLOSURE PRECISION RATIO OF 1" IN ±982,524'.
3. ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES.
4. UNLESS OTHERWISE NOTED ON THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, ALL PROPERTY CORNERS IDENTIFIED AS SET, ARE SET WITH A 1/2" REBAR (#4-REBAR) BEARING A PLASTIC CAP STAMPED WITH THE SURVEYORS REGISTRATION / LICENSE NUMBER.
5. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANES, WEST ZONE NAD83.
6. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A VERTICAL DATUM OF (NAVD83, FROM GPS OBSERVATIONS AND/OR GPS ESTABLISHED BENCHMARK, VERTICAL RELIEF SHOWN HEREIN BY (2' CONTOUR INTERVAL).
7. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSON(S) OR ENTITY NAMED WITHIN TITLE BLOCK AND/OR SURVEYORS CERTIFICATION. SURVEYOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION SHOWN HEREIN, EXTENDED BEYOND THOSE NAMED DIRECTLY.
8. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. ITEMS PERTAINING TO TITLE SUCH AS EASEMENTS, ZONING, ZONING CONDITIONS AND OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD HOWEVER MAY NOT BE SHOWN OR DEPICTED HEREIN.

Flood Hazard Statement

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13089C00571, CONTAINING A LATEST DATE OF 05/16/2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THE SITE ON SAID FIRM (FEDERAL INSURANCE RATE MAP) MAP UNLESS OTHERWISE NOTED.

Zoning

CURRENT ZONING: C-1

SETBACKS:
 FRONT - 75'
 SIDE - 50'
 INTERIOR SIDE - 20'
 REAR - 30'
 MIN. LOT FRONT - 100'
 MAX. LOT COVERAGE - 80%
 MAX. BUILDING HEIGHT - 2 STORIES, 35'

Zoning information obtained from DeKalb County Website - Municode

Information has not been verified thru Planning and Sustainability Department DeKalb County.

DEKALB COUNTY
 PLANNING/DEVELOPMENT DEPT
 REVIEWED

DATE: April 18, 2019

BY: [Signature]

Zoning Conditions CZ-93075

THIS 17th DAY OF March, 2019

[Signature]
 WITNESS

[Signature]
 BY: Anthony Ruggeri

[Signature]
 NOTARY PUBLIC

LOT DIVISION OF:
NORTHLAKE MALL
 Parcel No.: 18 209 02 028
 4800 Briarcliff Road
 LAND LOT 209 & 210 OF THE 18TH LAND DISTRICT
 DEKALB COUNTY, GA

REV. 3/09 DEKALB COUNTY BOARD OF COMMISSIONERS

PREL. ACTION PUB. HRS.

HEARING DATE: September 18, 2018

RESOLUTION OR ORDINANCE

PROCLAMATION

SUBJECT: Rezoning Application - LRB Engineering, Inc.

COMMISSION DISCUSSION: 3 & 7

DEPARTMENT: Planning

ATTACHMENT: Yes No s_PP

INFORMATION CONTACT: Ray White or Charles Coleman

PHONE NUMBER: 371-2152

PURPOSE: 2-93075 To consider the application of LRB Engineering, Inc., to rezone property located at the northerly intersection of Briarcliff Road and LaVista Road, 250' west of Ranchwood Drive, from R-100 to C-1. The property has a frontage of 49' and contains 1.08 acres.

SUBJECT PROPERTY: 18-209-1-pt. 28 (0000 Briarcliff Road).

RECOMMENDATION(S):

PLANNING DEPARTMENT: Approval with conditions. The current zoning as applied to this land area is inconsistent with the Comprehensive Plan and incompatible with all other area zoning. The requested zoning is appropriate and in keeping with the zoning applied to the majority of adjoining properties. Staff recommends approval subject to the following:

1. A screening fence or vegetation is maintained along the back of lots 13-18 which front Ranchwood Drive.
2. No development of this land is tied into the adjoining shopping center.
3. No direct access to LaVista Road from this tract.

PLANNING COMMISSION: Approval as recommended by the Planning Department.

COMMUNITY COUNCIL: Approval.

647 FOR USE BY COMMISSION OFFICE/CLERK ONLY

MOTION was made by Commissioner Williams, seconded by Commissioner Scott, and passed 7-0-0-0, to approve the application per the recommendation of the Planning Department.

No one spoke for or against the application.

ADOPTED: SEP 28 1893 CERTIFIED: SEP 28 1893

RESIDENT OFFICER: [Signature]

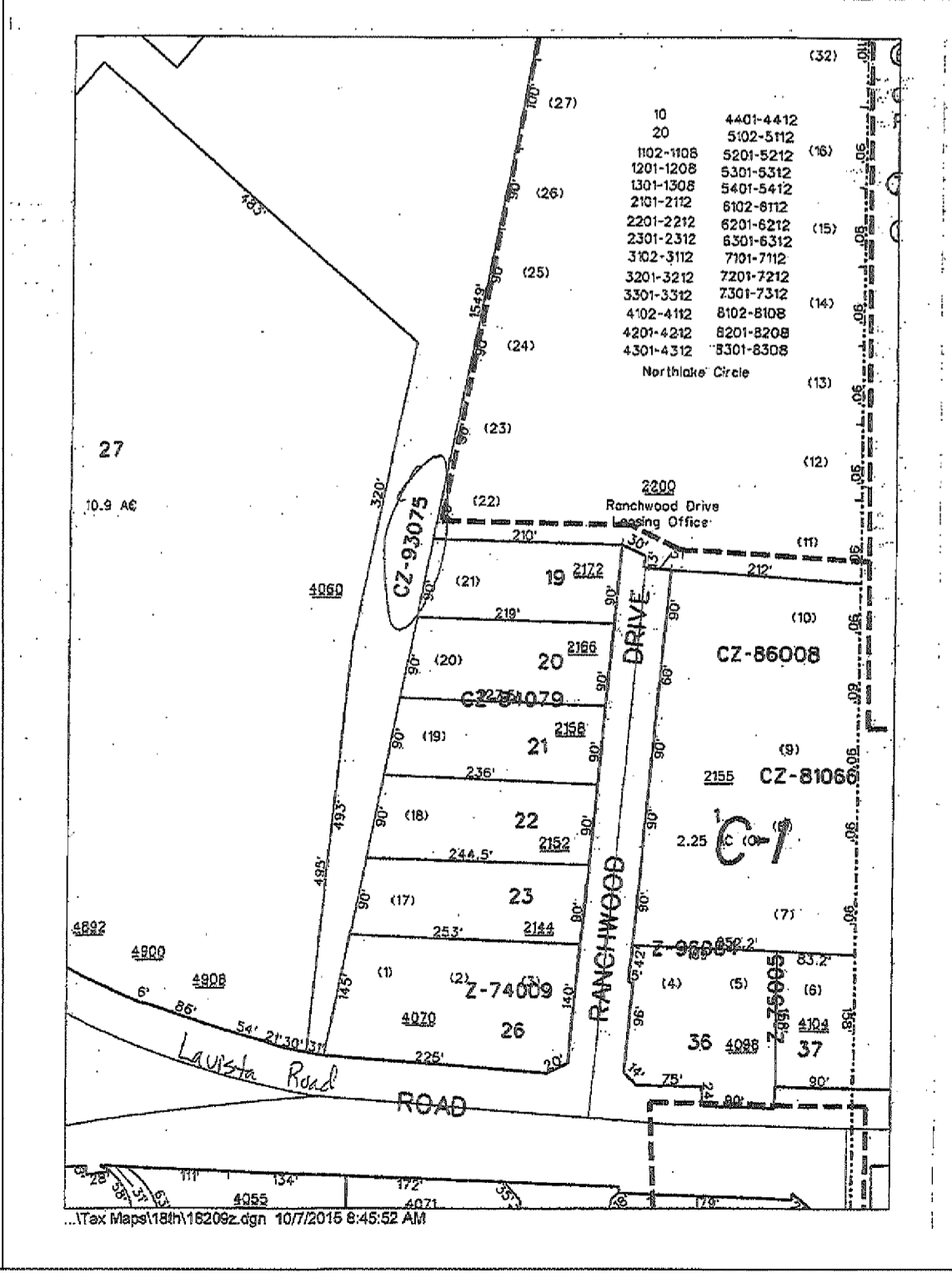
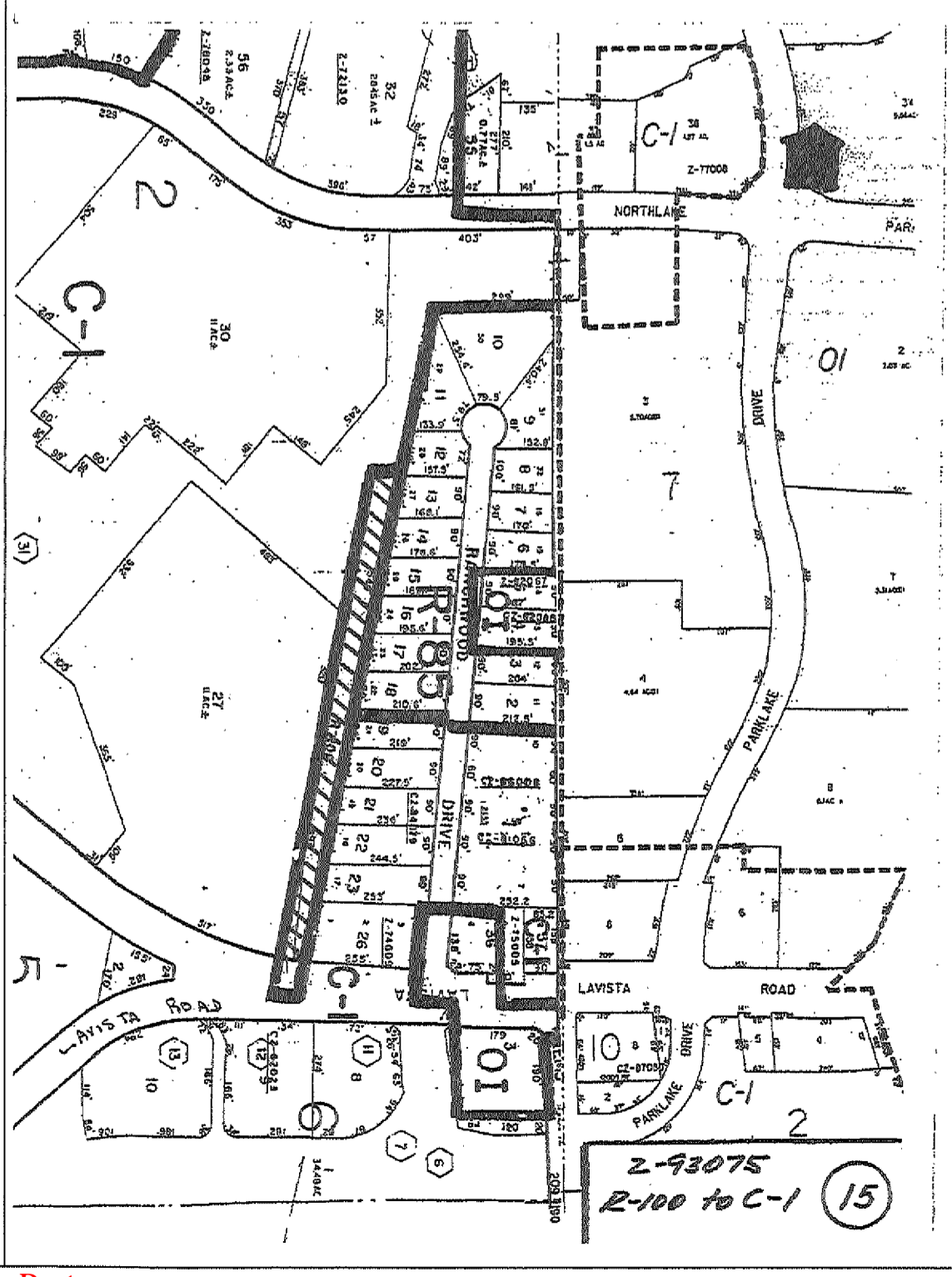
CLERK: [Signature]

DEKALB COUNTY BOARD OF COMMISSIONERS

ATTACHMENT/

	FOR	AGAINST	ABSTENTION	ABSENT
DISTRICT 1 - ELAINE BOVER				
DISTRICT 2 - GALE WALLDORFF				
DISTRICT 3 - JESSIE WILLIAMS				
DISTRICT 4 - KEN DAVIS				
DISTRICT 5 - WILLIAM C. "BILL" BROWN				
DISTRICT 6 - JUDY HAYS				
DISTRICT 7 - JACQUELINE SCOTT				

RECEIVED
 City of Tucker
 February 26 2024
 Planning and Zoning Dept.
 SLUP-24-0002, CV-24-0001
 CV-24-0002



GENERAL PLAT NOTE:
 THE PURPOSE OF THIS PLAT IS TO
 DIVIDE PARCEL NO. 18 209 02 028

Map or Plat Certification

As required by subsection (c) of O.C.G.A. Section 15-6-67, this map or plat has been prepared and issued for submittal and approval by the local jurisdiction as is evidenced by the approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of the survey or map as to intended use of any parcel.

Furthermore, the undersigned land surveyor certifies that: IN MY OPINION, THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT OCGA 15-6-67.

Seaton G. Shepherd, Jr.
 Registered Land Surveyor No. 1136
 in the State of Georgia
 Date of Plat or Map: October 23, 2018
 Last Revised: 4/3/19

DEKALB COUNTY DEVELOPMENT DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS BY ENGINEERS OR OTHER DESIGN PROFESSIONALS ON DESIGN OR COUNTY CODE REQUIREMENTS OF THIS PROJECT.

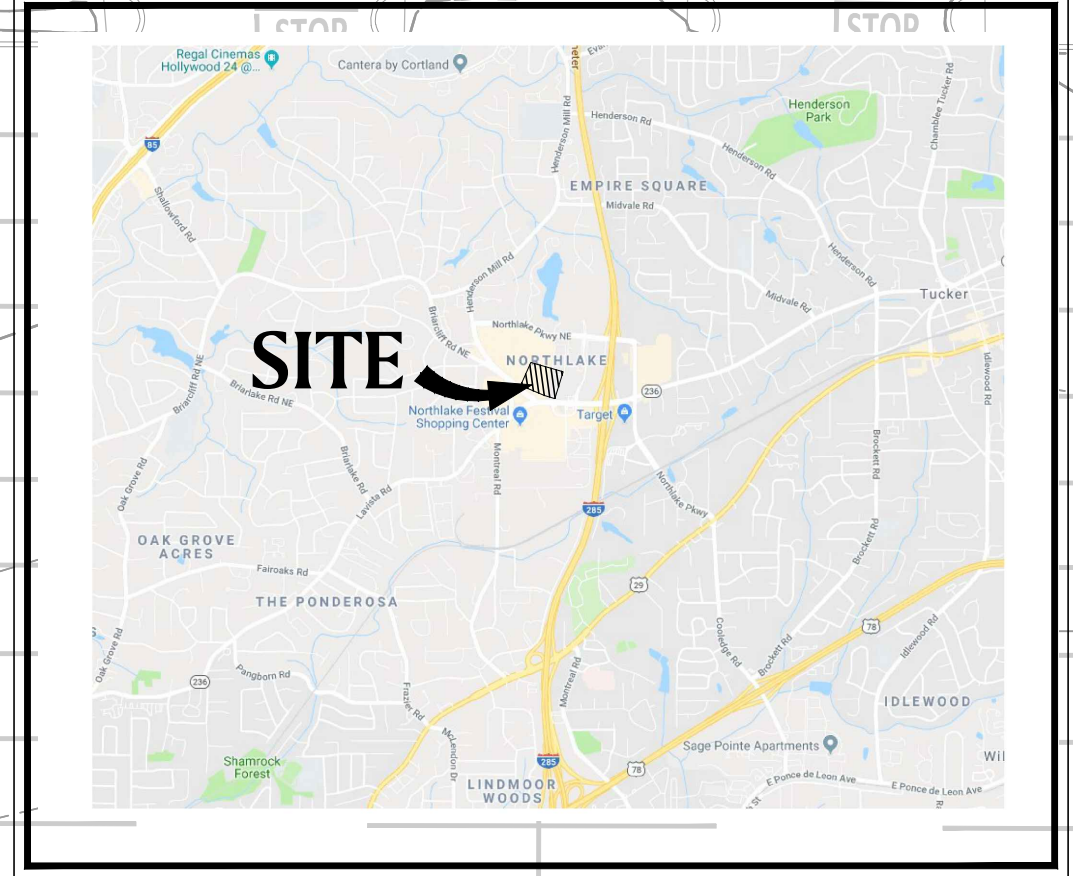
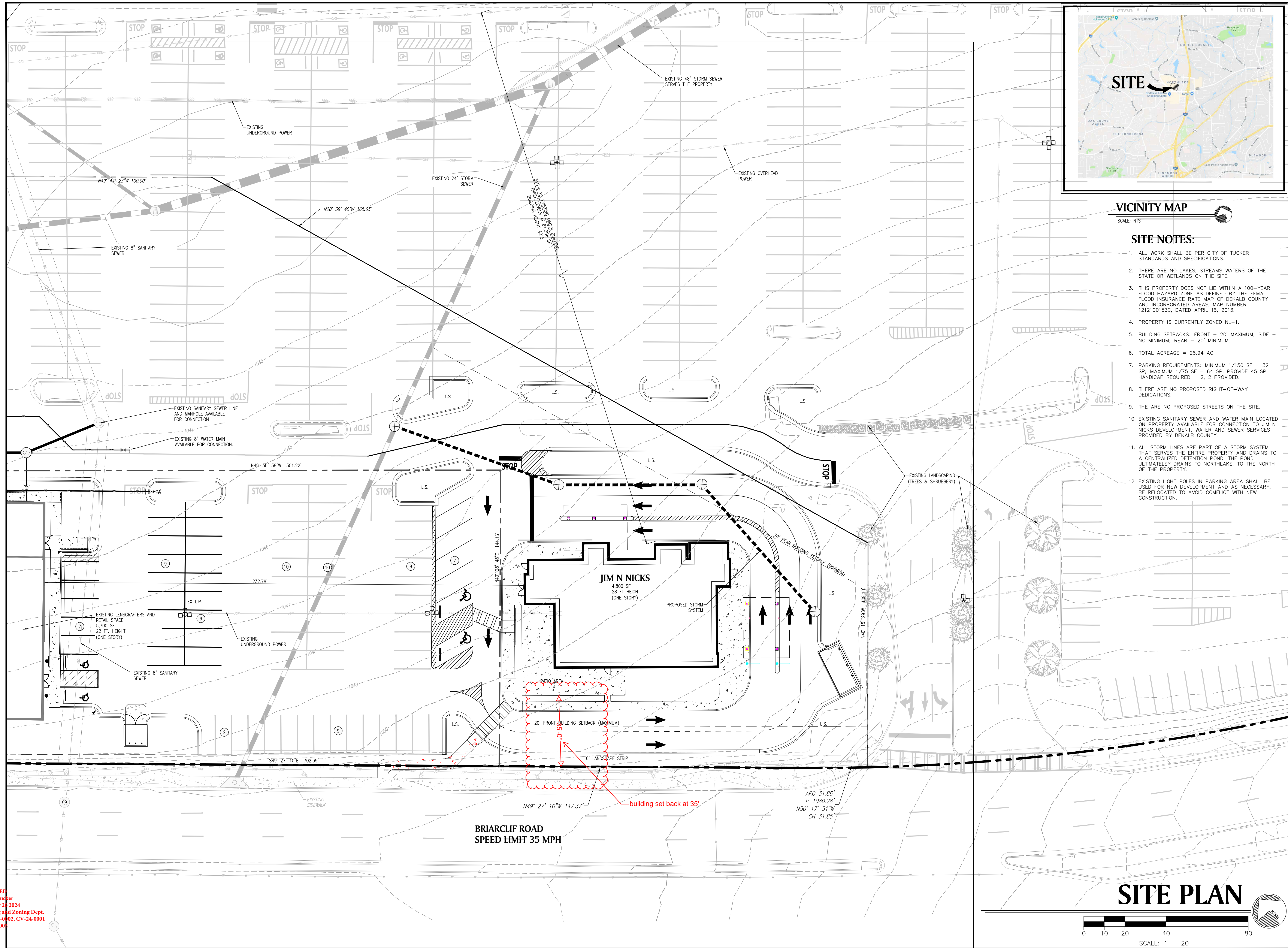
Sheet / Drawing Scale
 1" = 100'
 Unless Otherwise Noted

GSA Project No.
 18-09-500

Drawn By / Field Crew
 SCM Crew No. 1
 N/A

Sheet No. 01 OF 03

1/23/2023 10:20:10 Preliminary (Special Use Plan) 2023032c.dwg, WHICH FILE BLEED 7 (4'00" x 36.00" INCHES), SCHEME PLOT, ONE TO REFLECT, HAROLD SCHMIDT, February 22, 2024, 2:58:13 PM



VICINITY MAP
SCALE: NTS

SITE NOTES:

1. ALL WORK SHALL BE PER CITY OF TUCKER STANDARDS AND SPECIFICATIONS.
2. THERE ARE NO LAKES, STREAMS, WATERS OF THE STATE OR WETLANDS ON THE SITE.
3. THIS PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOOD HAZARD ZONE AS DEFINED BY THE FEMA FLOOD INSURANCE RATE MAP OF DEKALB COUNTY AND INCORPORATED AREAS, MAP NUMBER 12121C0153C, DATED APRIL 16, 2013.
4. PROPERTY IS CURRENTLY ZONED NL-1.
5. BUILDING SETBACKS: FRONT - 20' MAXIMUM; SIDE - NO MINIMUM; REAR - 20' MINIMUM.
6. TOTAL ACREAGE = 26.94 AC.
7. PARKING REQUIREMENTS: MINIMUM 1/150 SF = 32 SP; MAXIMUM 1/75 SF = 64 SP; PROVIDE 45 SP. HANDICAP REQUIRED = 2, 2 PROVIDED.
8. THERE ARE NO PROPOSED RIGHT-OF-WAY DEDICATIONS.
9. THERE ARE NO PROPOSED STREETS ON THE SITE.
10. EXISTING SANITARY SEWER AND WATER MAIN LOCATED ON PROPERTY AVAILABLE FOR CONNECTION TO JIM N NICKS DEVELOPMENT. WATER AND SEWER SERVICES PROVIDED BY DEKALB COUNTY.
11. ALL STORM LINES ARE PART OF A STORM SYSTEM THAT SERVES THE ENTIRE PROPERTY AND DRAINS TO A CENTRALIZED DETENTION POND. THE POND ULTIMATELY DRAINS TO NORTHLAKE, TO THE NORTH OF THE PROPERTY.
12. EXISTING LIGHT POLES IN PARKING AREA SHALL BE USED FOR NEW DEVELOPMENT AND AS NECESSARY, BE RELOCATED TO AVOID CONFLICT WITH NEW CONSTRUCTION.

LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS

85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7685
FAX 770.650.7684
www.paulsonmitchell.com

PAULSON MITCHELL
INCORPORATED

PROJECT:
NORTHLAKE MALL REDEVELOPMENT
JIM N NICKS

4832 BRIARCLIFF ROAD
LAND LOTS 209 & 210
DISTRICT 18
CITY OF TUCKER
DEKALB COUNTY, GA

FOR:
NORTH LAKE ATR
CORINTH PARTNERS, LLC

12700 PARK CENTRAL DRIVE
SUITE 110
DALLAS, TX 75251

COA-PER001716 • EXP. - 6/30/2024
REVISIONS



24 HR EMERGENCY CONTACT
MR. TONY RUGGERI
214-725-1128

20232032c.dwg 02.22.24

SITE PLAN
JIM N NICKS

SHEET **C-100**

SITE PLAN



RECEIVED
City of Tucker
February 24, 2024
Planning and Zoning Dept.
SLUP-24-002, CV-24-001
CV-24-0003

RECEIVED
City of Tucker
February 26 2024
Planning and Zoning Dept.
SLUP-24-0002, CV-24-0001
CV-24-0002

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

Line #	Length	Direction
L1	15.00'	S49° 44' 23"E
L2	74.00'	N40° 15' 37"E
L3	9.00'	S49° 44' 23"E
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L10	60.00'	N40° 15' 37"E
L11	22.00'	S49° 44' 23"E
L12	15.00'	N40° 15' 37"E

Legend of Symbols & Abbreviations

- POWER POLE
- LIGHT POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC VAULT
- TRANSFORMER
- AIR CONDITIONER UNIT
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- CABLE BOX
- STORM DRAIN MANHOLE
- STORM DRAIN INLET
- STORM PIPE
- GREASE TRAP
- COMPUTED POINT
- PLANTER
- TRAFFIC SIGNAL BOX
- SIGNAL LIGHT POLE
- SIGNAL LIGHT
- VAULT
- SIGN (AS NOTED)
- TOWER
- MONITORING WELL
- FLAG POLE
- BENCHMARK
- WATER VALVE
- FIRE HYDRANT
- SIAMSE FIRE HYDRANT
- WATER MANHOLE
- BACKFLOW PREVENTER
- WATER METER
- WELL HEAD
- POINT OF ACCESS
- SANITARY MANHOLE
- CLEAN OUT
- GAS MANHOLE
- GAS VALVE
- GAS METER
- HANDICAPPED PARKING
- MITERED END SECTION
- BENCHMARK
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- VOL VOLUME
- PG PAGE
- O.R. OFFICIAL RECORDS
- F.B. PLAT BOOK

Field Observation Notes

- THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "LOT DIVISION PLAT" AND COMPLETED ON OCTOBER, 2018 UTILIZING A TOPCON GS ROBOTIC TOTAL STATION AND/OR A TOPCON HIPER V GPS NETWORK RTK (REAL TIME KINEMATIC) ROVER, CORRECTED IN REAL-TIME VIA THE GPS NETWORK.
- THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA SURVEYING STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07-50 PPM.
- THERE WAS NOT OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- THERE WAS NOT OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT-OF-WAY LINES AND/OR STREET OR SIDEWALK REPAIRS.
- THERE WAS NOT OBSERVABLE EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP OR LANDFILL.
- THERE WAS NOT OBSERVABLE EVIDENCE OF EXISTING OR PROPOSED BURY PITS LOCATED ON THIS PROPERTY.

Utility Notes

- THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS.
- THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. UNDERGROUND UTILITIES OBSERVED OR LOCATED MAY EXIST ON THIS SITE THAT ARE NOT SHOWN OR DEPICTED, AND MAY BE FOUND UPON FURTHER EXAMINATION OR EXCAVATION. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN OR DEPICTED ARE IN THE EXACT LOCATION AS INDICATED HOWEVER THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AND TO THE BEST OF THE SURVEYOR'S ABILITY.
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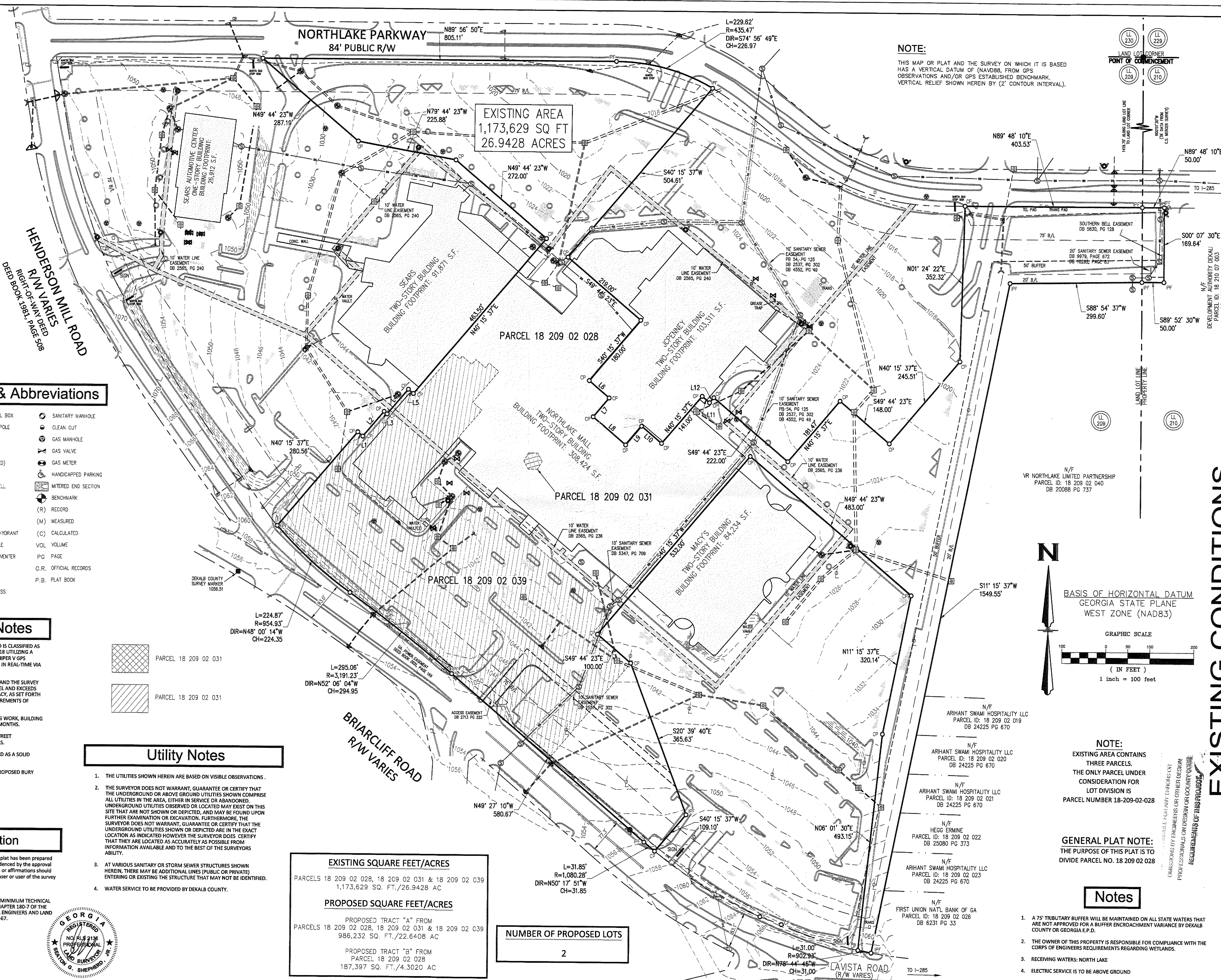
Stanton G. Shepherd, II
Registered Land Surveyor No. 2136
In the State of Georgia
Date of Plat or Map: October 22, 2018
Date of Last Revision: April 3, 2019

EXISTING SQUARE FEET/ACRES
PARCELS 18 209 02 028, 18 209 02 031 & 18 209 02 039
1,173,629 SQ. FT./26.9428 AC

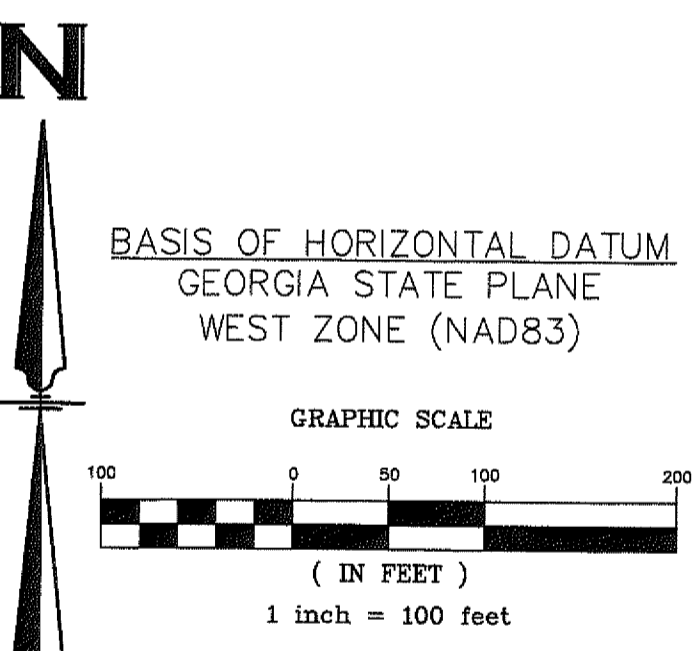
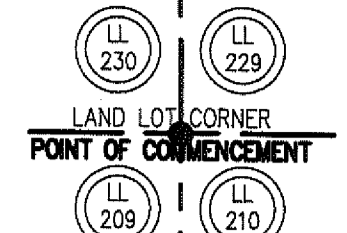
PROPOSED SQUARE FEET/ACRES
PROPOSED TRACT "A" FROM
PARCELS 18 209 02 028, 18 209 02 031 & 18 209 02 039
986,232 SQ. FT./22.6408 AC

PROPOSED TRACT "B" FROM
PARCEL 18 209 02 028
187,397 SQ. FT./4.3020 AC

NUMBER OF PROPOSED LOTS
2



NOTE:
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NOTE:
EXISTING AREA CONTAINS THREE PARCELS. THE ONLY PARCEL UNDER CONSIDERATION FOR LOT DIVISION IS PARCEL NUMBER 18-209-02-028

GENERAL PLAT NOTE:
THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL NO. 18 209 02 028

Notes

- A 75' TRIBUTARY BUFFER WILL BE MAINTAINED ON ALL STATE WATERS THAT ARE NOT APPROVED FOR A BUFFER ENCROACHMENT VARIANCE BY DEKALB COUNTY OR GEORGIA E.P.D.
- THE OWNER OF THIS PROPERTY IS RESPONSIBLE FOR COMPLIANCE WITH THE CORPS OF ENGINEERS REQUIREMENTS REGARDING WETLANDS.
- RECEIVING WATERS: NORTH LAKE
- ELECTRIC SERVICE IS TO BE ABOVE GROUND

GRANT SHEPHERD & ASSOCIATES, INC.
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Land Surveying • Site Development
735 LONGLEAF BOULEVARD, SUITE A LAWRENCEVILLE, GA 30046
PHONE: 770.418.9823 FAX: 770.418.9289
WWW.GSSSURVEYING.COM

EXISTING CONDITIONS

LOT DIVISION OF:
NORTHLAKE MALL
Parcel No.: 18 209 02 028
4800 Briarcliff Road
LAND LOT 209 & 210 OF THE 18TH LAND DISTRICT
DEKALB COUNTY, GA

Sheet / Drawing Scale
1" = 100'
Unless Otherwise Noted

GSA Project No.
18-09-500

Drawn By / Field Crew
SCM Crew No. 1
N/A

Sheet No. 02 OF 03

RECEIVED
 City of Tucker
 February 26 2024
 Planning and Zoning Dept.
 SLUP-24-0002, CV-24-0001
 CV-24-0002

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Line #	Length	Direction
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L14	74.00'	N40° 15' 37"E
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L23	22.00'	S49° 44' 23"E
L24	15.00'	N40° 15' 37"E

Legend of Symbols & Abbreviations

POWER POLE	TRAFFIC SIGNAL BOX	SANITARY MANHOLE
LIGHT POLE	SIGNAL LIGHT POLE	CLEAN OUT
GUY WIRE	SIGNAL LIGHT	GAS MANHOLE
ELECTRIC MANHOLE	VAULT	GAS VALVE
ELECTRIC METER	SIGN (AS NOTED)	GAS METER
ELECTRIC VAULT	TOWER	HANDICAPPED PARKING
TRANSFORMER	MONITORING WELL	MITERED END SECTION
AIR CONDITIONER UNIT	FLAG POLE	BENCHMARK
TELEPHONE MANHOLE	WATER VALVE	(R) RECORD
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CABLE BOX	SAMESE FIRE HYDRANT	(C) CALCULATED
STORM DRAIN MANHOLE	WATER MANHOLE	VOL. VOLUME
STORM DRAIN INLET	BACKFLOW PREVENTER	PG. PAGE
STORM PIPE	WATER METER	C.R. OFFICIAL RECORDS
GREASE TRAP	WELL HEAD	P.B. PLAT BOOK
PLANTER	POINT OF ACCESS	CP - COMPUTED POINT
		IPF - IRON PIN FOUND

Field Observation Notes

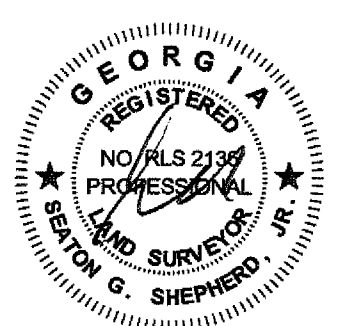
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Seaton G. Shepherd, Jr.
 Registered Land Surveyor No. 2136
 In the State of Georgia
 Date of Plat or Map: October 22, 2018
 Date of Last Revision: April 3, 2019



PARCEL A
 986,232 SQ FT
 22.6408 ACRES

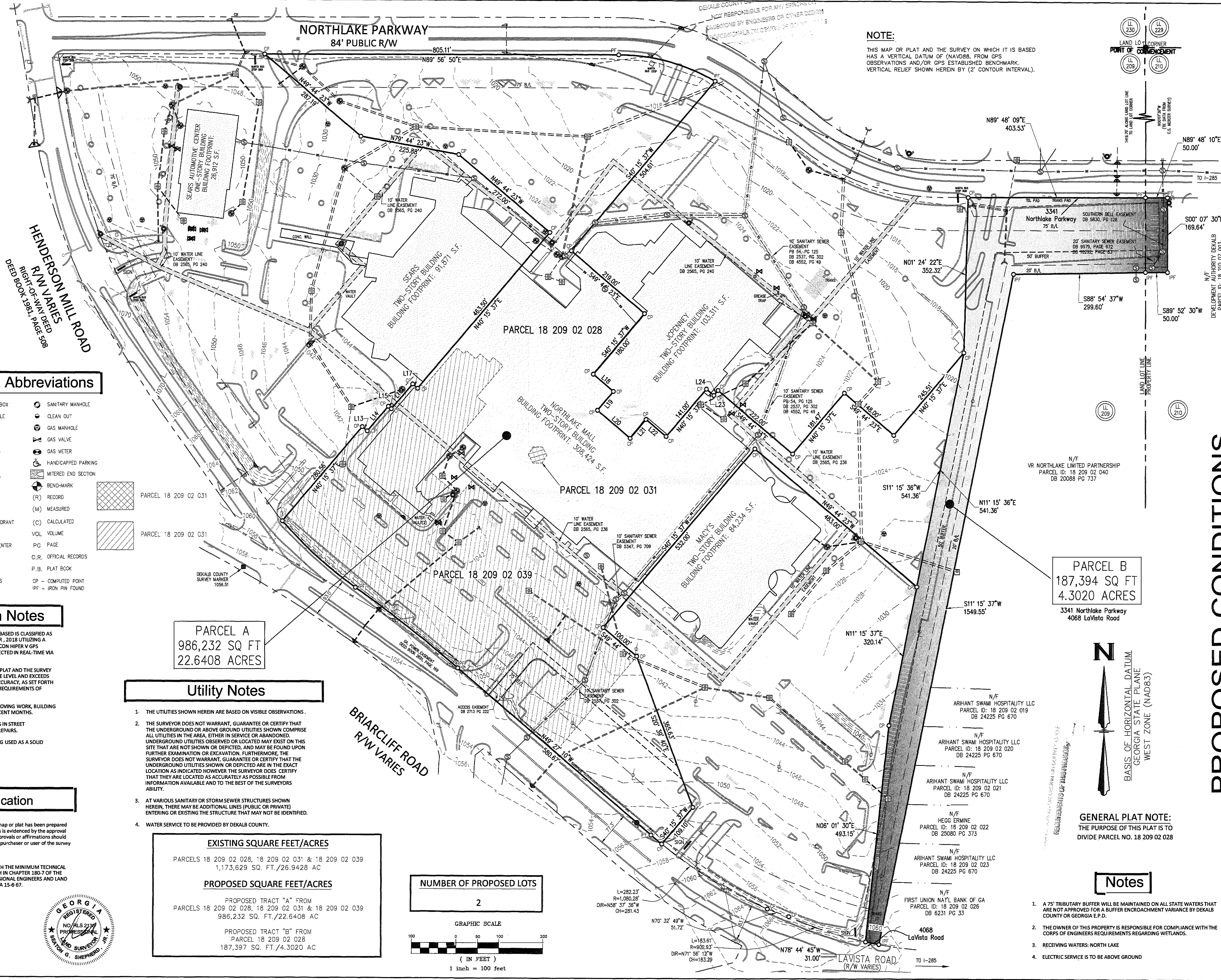
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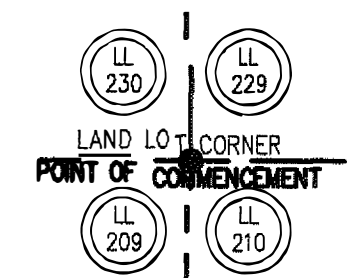
EXISTING SQUARE FEET/ACRES
PARCELS 18 209 02 028, 18 209 02 031 & 18 209 02 039 1,173,629 SQ. FT./26.9428 AC
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PROPOSED TRACT "A" FROM PARCELS 18 209 02 028, 18 209 02 031 & 18 209 02 039 986,232 SQ. FT./22.6408 AC
PROPOSED TRACT "B" FROM PARCEL 18 209 02 028 187,397 SQ. FT./4.3020 AC

NUMBER OF PROPOSED LOTS
 2

GRAPHIC SCALE
 1 inch = 100 feet



NOTE:
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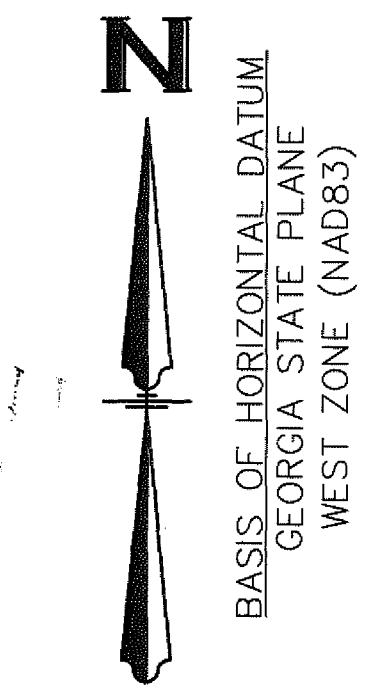
PROPOSED CONDITIONS

LOT DIVISION OF:
NORTHLAKE MALL
 Parcel No: 18 209 02 028
 4-800 Briarcliff Road
 LAND LOT 209 & 210 OF THE 18TH LAND DISTRICT
 DEKALB COUNTY, GA

Sheet / Drawing Scale
 1" = 100'
 Unless Otherwise Noted
 GSA Project No.
 18-09-500
 Drawn By / Field Crew
 SCM Crew No. 1
 N/A
 Sheet No. 03 OF 03

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 PHONE: 770.418.9623, FAX: 770.418.9289
 COA/L/SF 000459

PARCEL B
 187,394 SQ FT
 4.3020 ACRES
 3341 Northlake Parkway
 4068 LaVista Road



GENERAL PLAT NOTE:
 THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL NO. 18 209 02 028

Notes

- A 75' TRIBUTARY BUFFER WILL BE MAINTAINED ON ALL STATE WATERS THAT ARE NOT APPROVED FOR A BUFFER ENCROACHMENT VARIANCE BY DEKALB COUNTY OR GEORGIA E.P.D.
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- RECEIVING WATERS: NORTH LAKE
- ELECTRIC SERVICE IS TO BE ABOVE GROUND

RECEIVED
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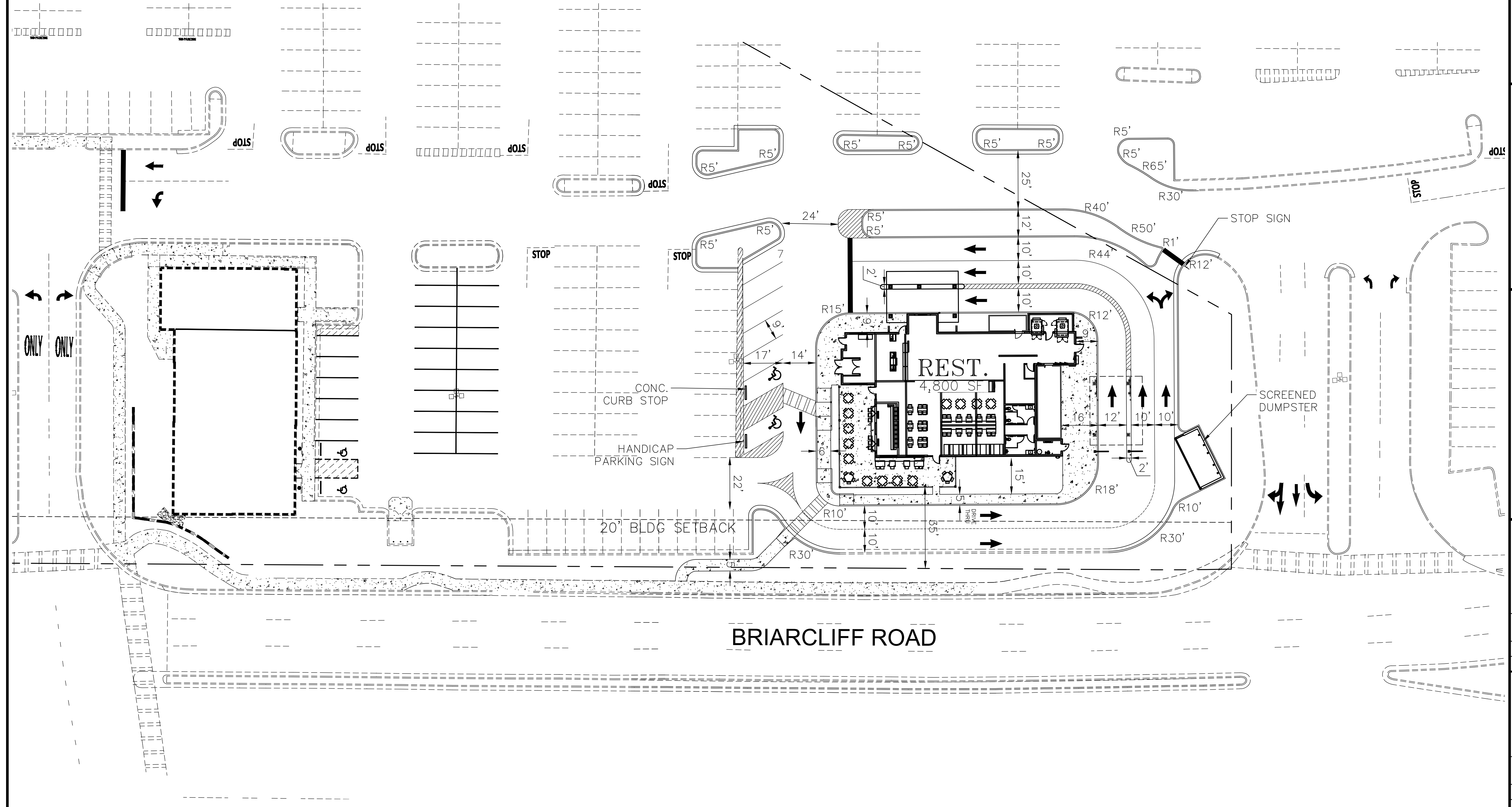
SEAL

A PROJECT OF:
JIM'N NICK'S
 COMMUNITY
BAR-B-Q

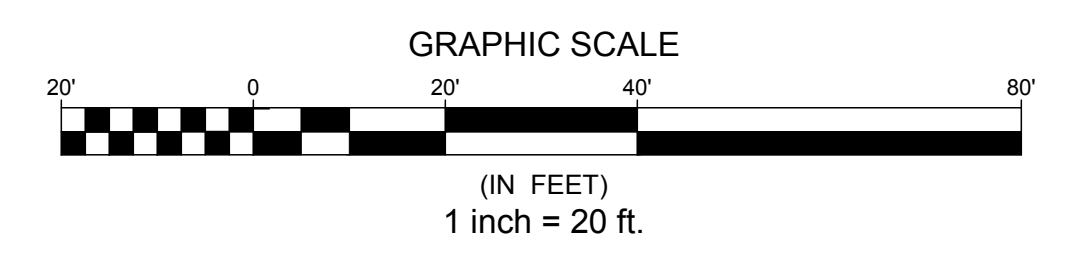
JIM'N NICK'S NORTHLAKE
 4880 Briarcliff Road NE Atlanta, GA 30345

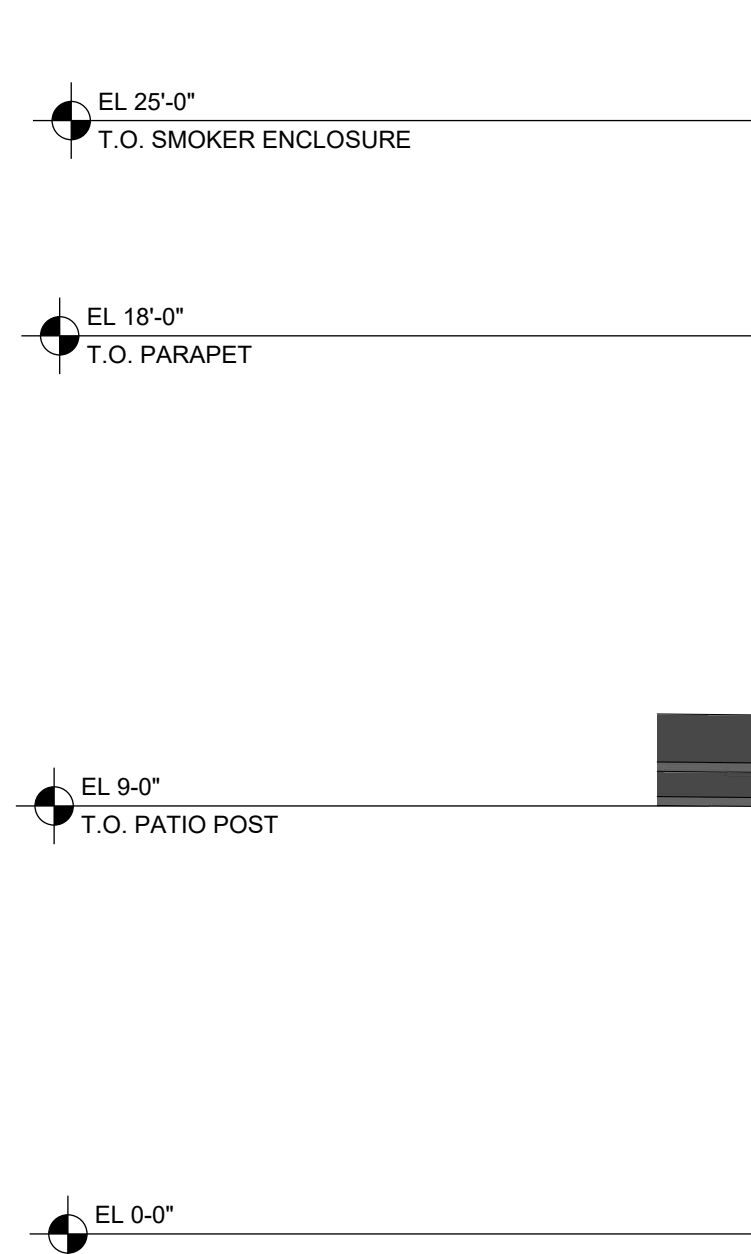
NO.	BY	DATE	DESCRIPTION

DRAWN BY	CHECKED BY
SCA	SCA
DATE	
01/11/2024	
SHEET TITLE	
PLAN	
SHEET NUMBER	
SP-6	



SITE PLAN

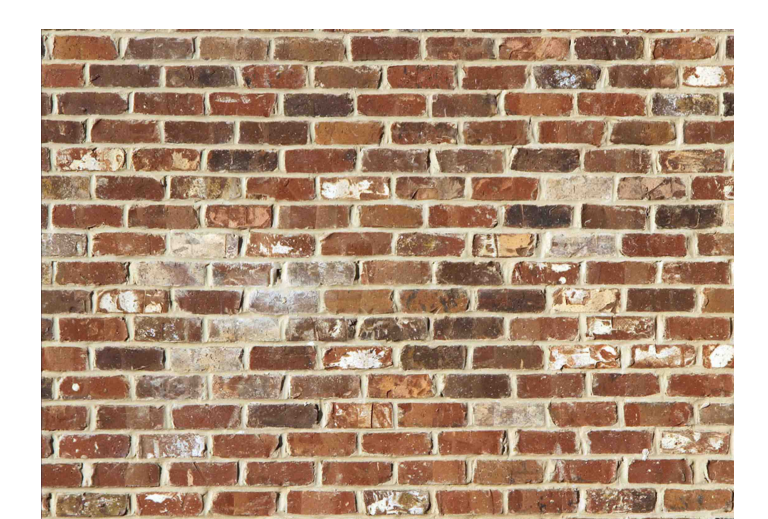




1 NORTHWEST ELEVATION
 A2.1 1/4" = 1'-0"



WD1 Stained Wood Cedar Post and Beam



BR1 - Cherokee Brick Old New Orleans



C1 - Cementitious Side

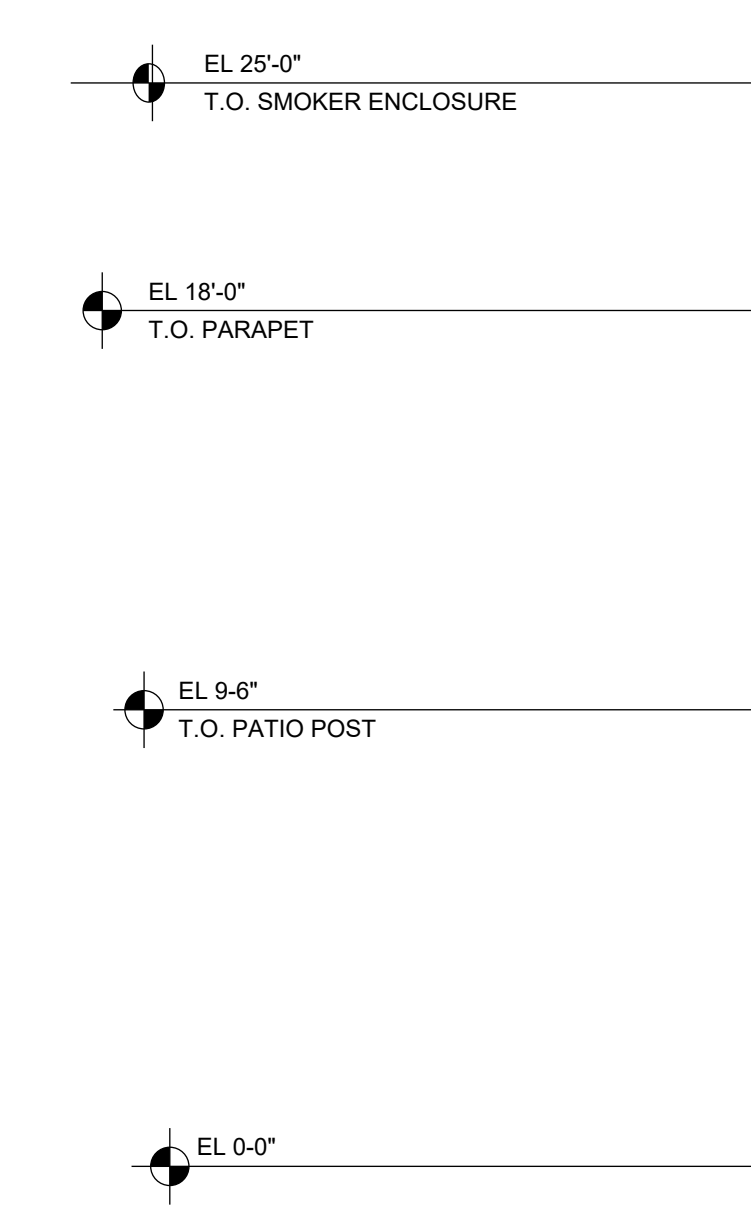


PT1 BM Wrought Iron

30% Fenestration required on this elevation
 Wall elevation total from Height of finished floor to wall plate : 536 sf
 Total Glass provided: 173 sf
 As percentage 32.2%

COLORED ELEVATIONS. CONSTRUCTION
 DETAILS AND FURTHER INFORMATION ARE
 CONTAINED ON THE ARCHITECTURAL
 DOCUMENTS
 SHEETS A2.1, A2.2 AND FINISH SCHEDULE
 ON ID.05

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2 BRIARCLIFF ROAD / SOUTHEAST ELEVATION
 A2.1 1/4" = 1'-0"

65% Fenestration required on this elevation
 Wall elevation total from Height of finished floor to wall plate : 1002 sf
 Total Glass provided: 186 sf
 As percentage 18.5%
 Glass / windows are on all areas not in kitchen or restrooms.

JIM 'N NICK'S

OWNER:
 JIM 'N NICK'S
 10 INVERNESS CENTER PARKWAY
 SUITE 250
 BIRMINGHAM, AL 35242

JIM 'N NICK'S

DOCUMENT DATE:
 March 3, 2024
 JOB#:
 170910.03

DRAWN BY:
 Andy Simpson

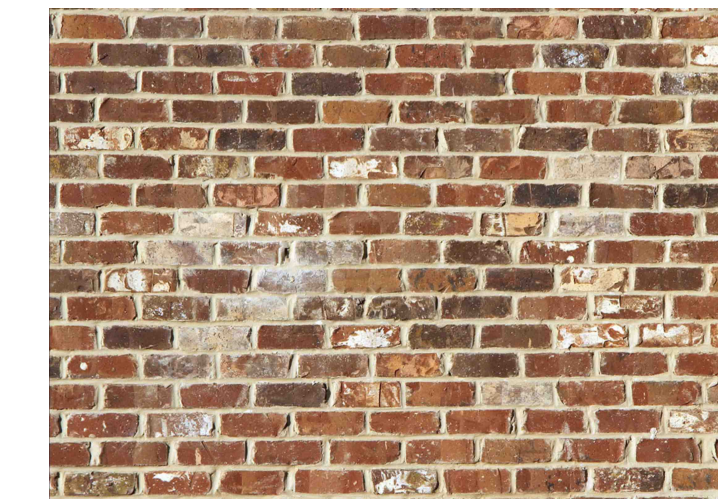
△	R1	1.1.2023
△	R2	6.5.2023
△		
△		
△		
△		

ID.01

Exterior elevations



WD1 Stained Wood Cedar Post and Beam



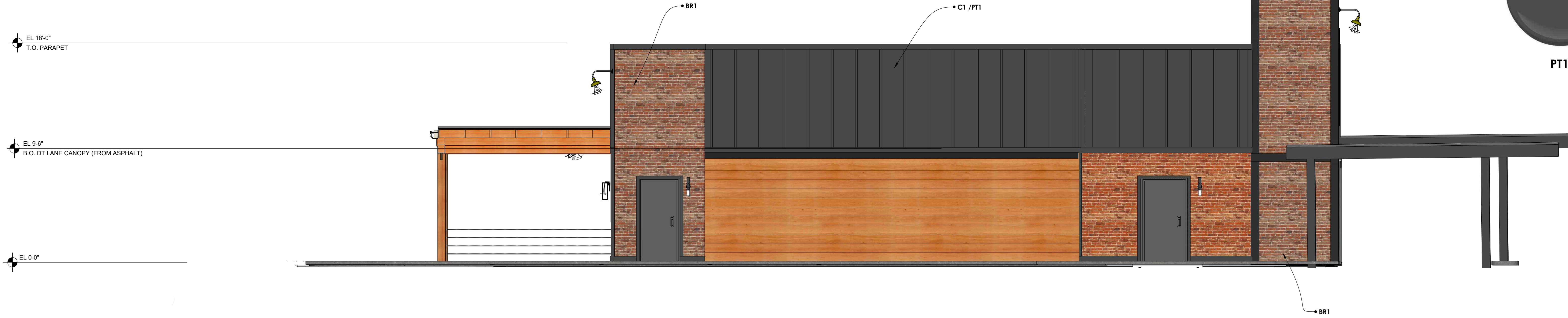
BR1 - Cherokee Brick Old New Orleans



C1 - Cementitious Side



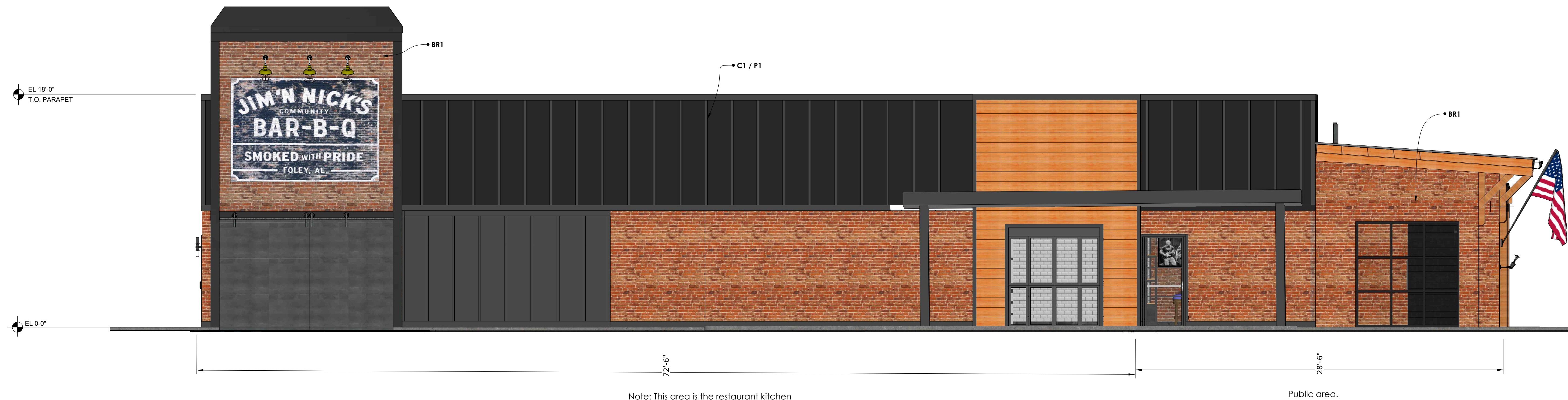
PT1 BM Wrought Iron



1
 A2.2
 SOUTHEAST ELEVATION
 1/4" = 1'-0"

Note: This entire elevation is the kitchen of the restaurant

COLORED ELEVATIONS. CONSTRUCTION DETAILS AND FURTHER INFORMATION ARE CONTAINED ON THE ARCHITECTURAL DOCUMENTS SHEETS A2.1, A2.2 AND FINISH SCHEDULE ON ID.05



2
 A2.2
 NORTHEAST ELEVATION
 1/4" = 1'-0"

Note: This area is the restaurant kitchen

Public area.

RESOLUTE
 creating experiences people want to be part of

JIM 'N NICK'S

OWNER:
 JIM 'N NICK'S
 10 INVERNESS CENTER PARKWAY
 SUITE 250
 BIRMINGHAM, AL 35242

DRAWN BY:
 Andy Simpson

DOCUMENT DATE:
 March 3, 2024

JOB#:
 170910.03

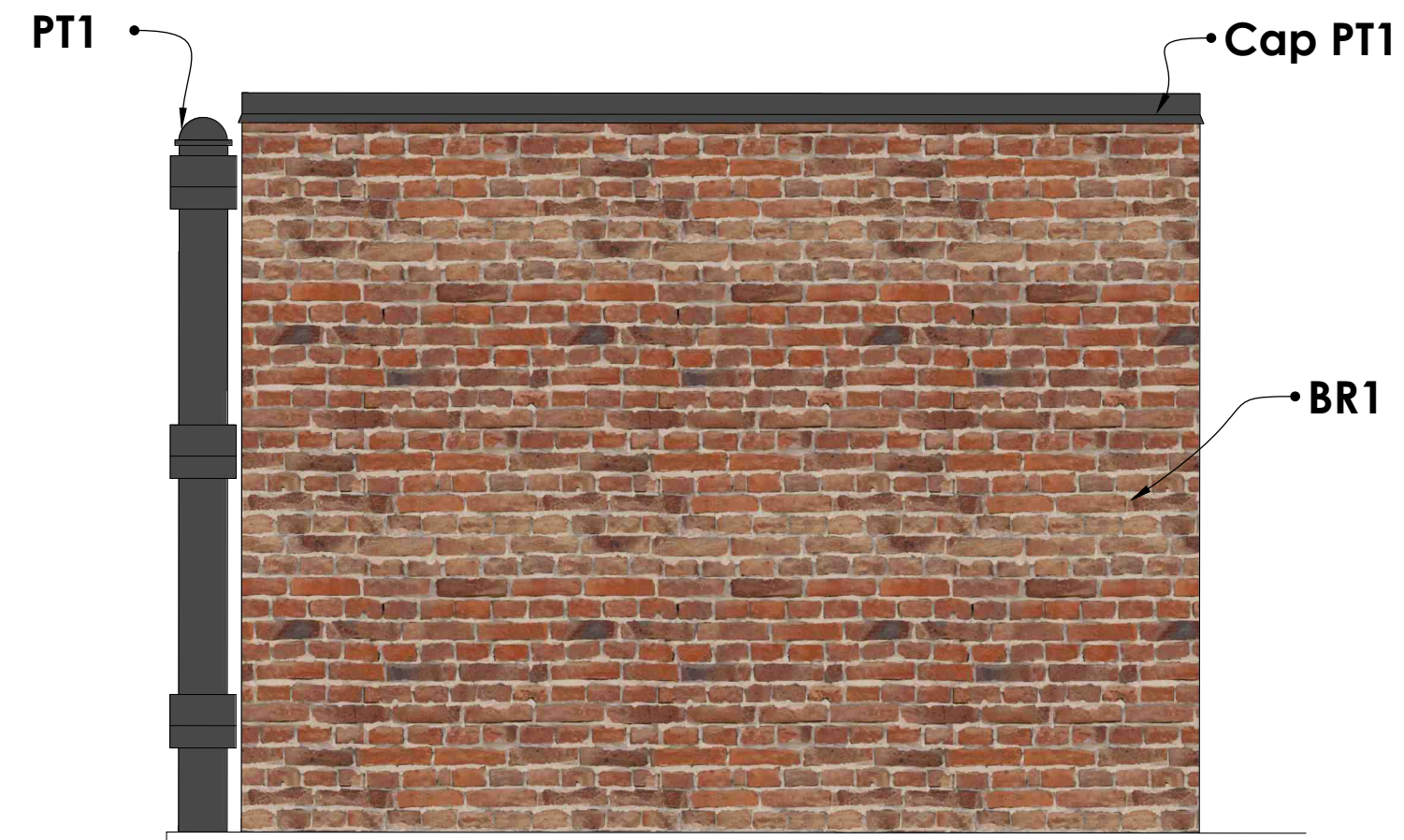
JIM 'N NICK'S

- △ R1 1.1.2023
- △ R2 6.5.2023
- △
- △
- △

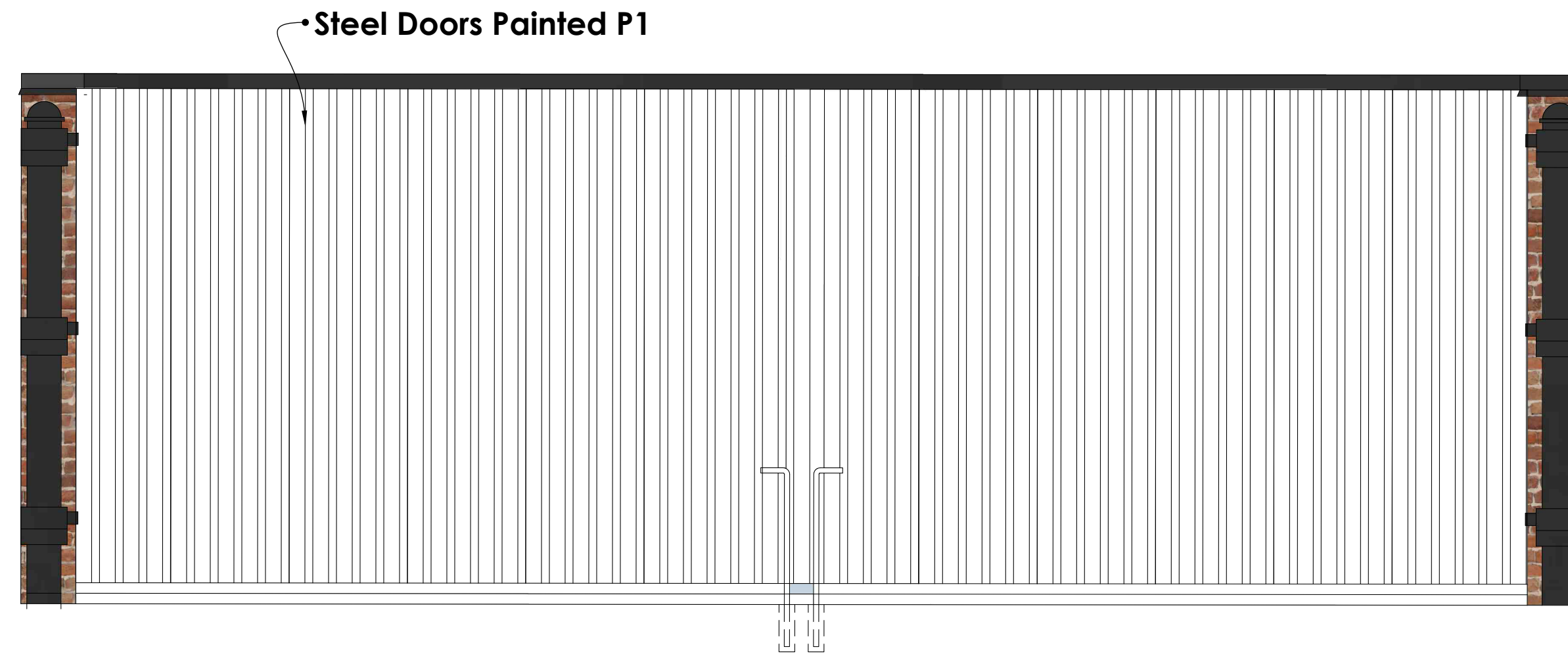
ID.02

Exterior Elevations

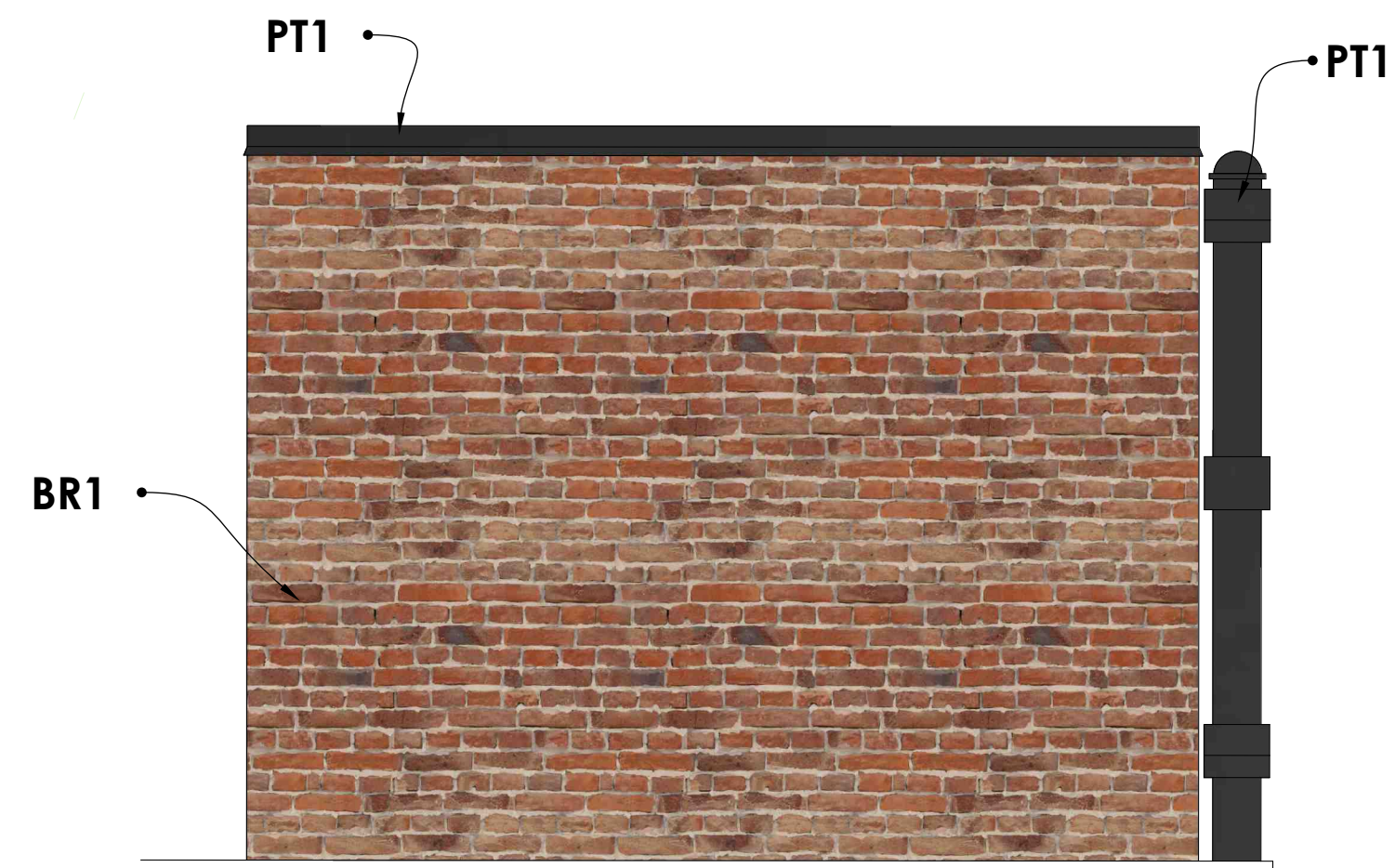
TRASH STRUCTURE



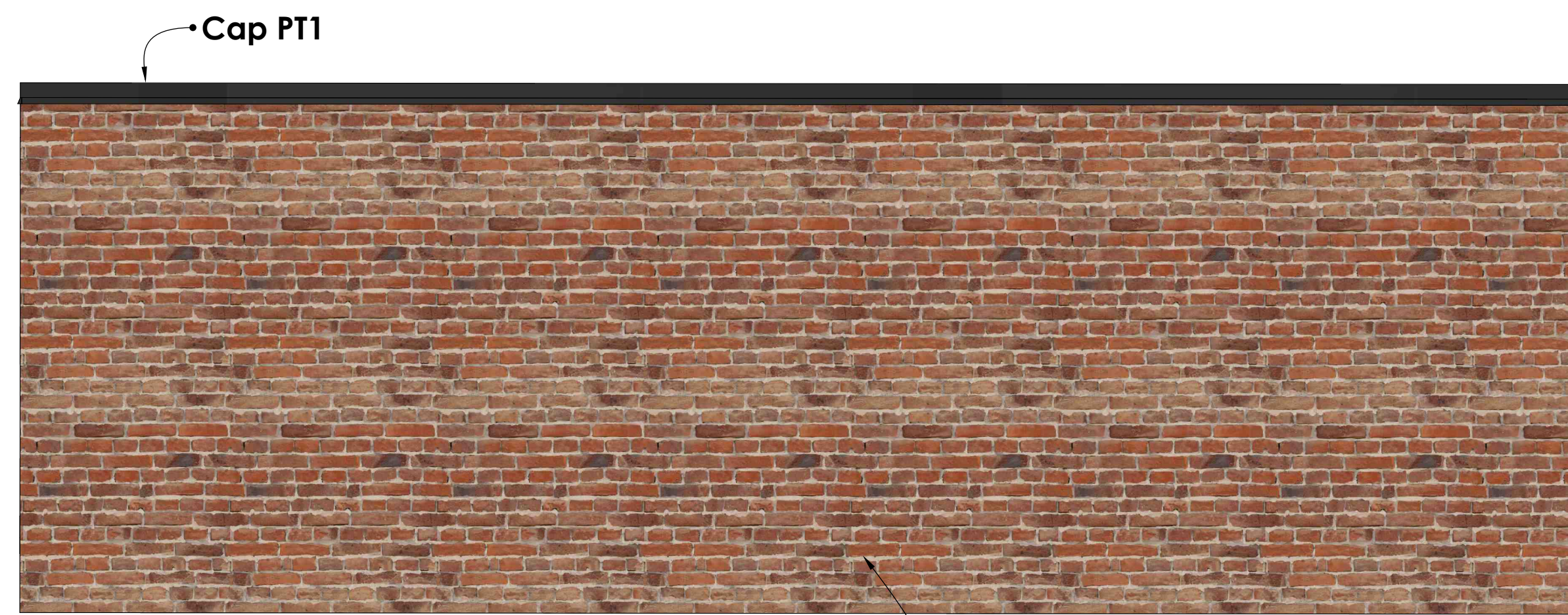
1 Side Elevation
1/2" = 1'-0"



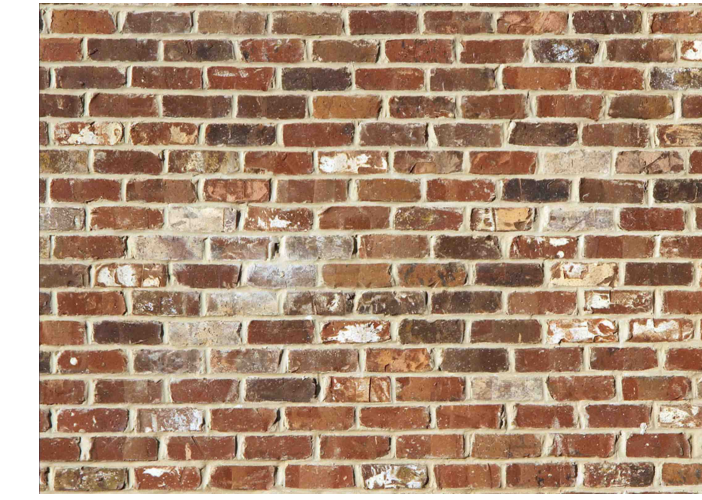
2 Face Elevation
1/2" = 1'-0"



3 Side Elevation
1/2" = 1'-0"



4 Rear Elevation
1/2" = 1'-0"



BR1 - Cherokee Brick Old New Orleans



PT1 BM Wrought Iron

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want to be part of

OWNER:
JIM 'N NICK'S
10 INVERNESS CENTER PARKWAY
SUITE 250
BIRMINGHAM, AL 35242

JIM 'N NICK'S

DRAWN BY:
Andy Simpson

DOCUMENT DATE:
March 3, 2024

JOB#:
170910.03

- △ R1 1.1.2023
- △ R2 6.5.2023
- △
- △
- △
- △

ID.03

Trash Structure Elevations



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want to be part of

JIM 'N NICK'S

OWNER:
JIM 'N NICK'S
10 INVERNESS CENTER PARKWAY
SUITE 250
BIRMINGHAM, AL 35242

DRAWN BY:
Andy Simpson

DOCUMENT DATE:
March 3, 2024

JOB#:
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- △ R1 1.1.2023
- △ R2 6.5.2023
- △
- △
- △
- △

ID.04

renderings



RESOLUTE
creating experiences people
want to be part of

JIM 'N NICK'S

OWNER:
JIM 'N NICK'S
10 INVERNESS CENTER PARKWAY
SUITE 250
BIRMINGHAM, AL 35242

DOCUMENT DATE:
March 3, 2024
JOB#:
170910.03

DRAWN BY:
Andy Simpson

- △ R1 1.1.2023
- △ R2 6.5.2023
- △
- △
- △
- △

ID.05

CONCURRENT VARIANCE CRITERIA

Increased setback request to 35'

Section 46-1633 of the City of Tucker Zoning Ordinance lists specific criteria the board shall use in determining whether or not to grant a variance. The applicant shall provide a written analysis of how the request complies with these criteria if they are requesting a concurrent variance.

Variances from the provisions or requirements of this division other than variances described in [section 46-1634](#) shall be authorized only upon making all of the following findings in writing:

1. By reason of exceptional narrowness, shallowness, or shape of a specific lot, or by reason of exceptional topographic and other site conditions (such as, but not limited to, floodplain, major stand of trees, steep slope), which were not created by the owner or applicant, the strict application of the requirements of this division would deprive the property owner of rights and privileges enjoyed by other property owners in the same zoning district.
 - a. No impact on the proposed variance request.

2. The requested variance does not go beyond the minimum necessary to afford relief and does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the zoning district in which the subject property is located.
 - a. The proposed request to extend the front setback from a maximum of 20ft to 35ft is to meet the requirements for a drive-thru established within zoning Ordinance Sec 46-1166 and the Northlake Zoning District sec.46-1045.
 - i. All drive-through facilities shall include a bypass lane with a minimum width of 10ft.

3. The grant of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.
 - a. The proposed building will meet all other design guidelines and provide an additional bypass lane for emergencies. The overall building design is harmonious with the surrounding/adjacent properties.

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4. The literal interpretation and strict application of the applicable provisions or requirements of this division would cause undue and unnecessary hardship.
 - a. The request for the variance is to meet the overall business model of a faster service to restaurant customers by allowing service via drive-thru and walk-in customers; This will allow all persons of the City to be able to gain faster service. Without the variance request, we would not be able to meet the requirements of the drive-through ordinances.

5. The requested variance would be consistent with the spirit and purpose of this division and the comprehensive plan text.
 - a. The requested variance is consistent with the comprehensive plans for the redevelopment of Northlake Mall.

CONCURRENT VARIANCE CRITERIA

Reduce Fenestration Requirements

Section 46-1633 of the City of Tucker Zoning Ordinance lists specific criteria the board shall use in determining whether or not to grant a variance. The applicant shall provide a written analysis of how the request complies with these criteria if they are requesting a concurrent variance.

Variances from the provisions or requirements of this division other than variances described in [section 46-1634](#) shall be authorized only upon making all of the following findings in writing:

1. By reason of exceptional narrowness, shallowness, or shape of a specific lot, or by reason of exceptional topographic and other site conditions (such as, but not limited to, floodplain, major stand of trees, steep slope), which were not created by the owner or applicant, the strict application of the requirements of this division would deprive the property owner of rights and privileges enjoyed by other property owners in the same zoning district.
 - a. No impact on the proposed variance request.

2. The requested variance does not go beyond the minimum necessary to afford relief and does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the zoning district in which the subject property is located.
 - a. The proposed request to reduce the fenestration minimum percentage of window glass coverage will not constitute a grant of special privilege since the required fenestration within the Northlake Design area relates to retail business; The restaurant has back-of-house kitchens and restrooms which prevent the use of window glass. Various designs were introduced to maximize the use of glass.

3. The grant of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.
 - a. The proposed building will meet all other design guidelines and provide glass windows and doors in all pedestrian access locations. The overall building design is harmonious with the surrounding/adjacent properties.

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4. The literal interpretation and strict application of the applicable provisions or requirements of this division would cause undue and unnecessary hardship.
 - a. Restaurant use requires public restrooms and kitchen/ back of house if the variance request were not approved the hardship would cause the business to seek other locations within the surrounding counties to open and operate.

5. The requested variance would be consistent with the spirit and purpose of this division and the comprehensive plan text.
 - a. The requested variance is consistent with the comprehensive plans for the redevelopment of Northlake Mall; The Jim 'N Nick's is also providing additional pedestrian/patron use with the proposed outdoor patio area.

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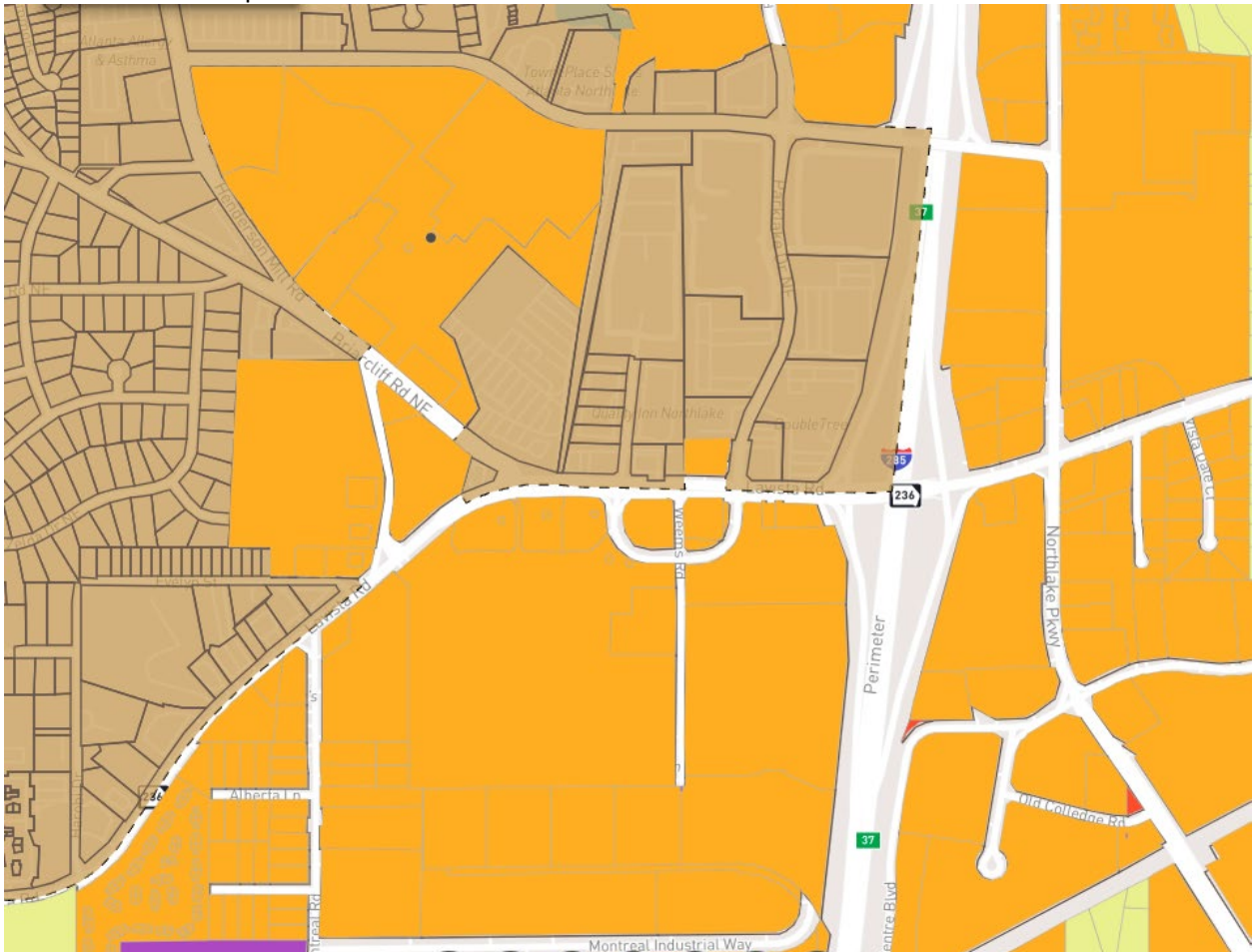
ENVIRONMENTAL SITE ANALYSIS FORM

1. CONFORMANCE WITH THE COMPREHENSIVE PLAN.

The proposed construction of the Jim 'N Nicks' BB'Q restaurant within the NorthLake Mall conforms with the Town Center redevelopment opportunities at the Northlake mall site and the future employment growth opportunities provided by the restaurant. The Northlake mall retail area is one of the Cities largest Industries within the City.

The proposed restaurant will be adding additional sidewalk access to the site to increase the Tucker-Northlake walkable downtown, also the outdoor patio will bring additional pedestrian-oriented attraction/use to the site.

Future Land Use Map- Town Center



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2. **ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT**

- a. Wetlands
 - Absent or no wetlands on the property
- b. Floodplain
 - Absent or no floodplain within the property
- c. Streams/stream buffers
 - Absent or no stream/stream buffers are found within property
- d. Slopes exceeding 25 percent over a 10-foot rise in elevation
 - Slopes do not exceed 25% within a 10-foot rise in elevation.
- e. Vegetation
 - Additional vegetation will be added to the proposed site within the Landscape plans proposed.
- f. Wildlife Species (including fish)
 - There will be no impact on the wildlife species.
- g. Archeological/Historical Sites
 - This site is not a historical site nor are there any archaeological finding on the property.

3. **PROJECT IMPLEMENTATION MEASURES**

- a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.
 - The proposed building is not in sensitive areas such as floodplains, slopes exceeding 25% percent, river corridors, etc.
- b. Protection of water quality
 - The existing building is not in sensitive areas such as floodplains, slopes exceeding 25% percent, river corridors, etc.
- c. Minimization of negative impacts on existing infrastructure
 - The proposed site is a vacant undeveloped pad, there is no negative impacts.
- d. Minimization of archeological/historically significant areas
 - The proposed building is not in archeological/ historically significant areas.
- e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries, and manufacturing facilities) uses

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- The proposed building construction was on of the master plan for the development. No adverse conditions or stress are to be placed on the un-development parcel.
- f. Creation and preservation of green space and open space
 - Additional vegetation will be added to the proposed site within the Landscape plans proposed.
- g. Protection of citizens from the negative impacts of noise and lighting
 - Additional vegetation will be added to proposed site within the Landscape plans proposed to add screening from drive thru and increase setbacks has been requested.
 - The proposed location is not within a residential area and all lighting will be screened.
- h. Protection of parks and recreational green space
 - The proposed building isn't located near parks or recreational green spaces.
- i. Minimization of impacts to wildlife habitats
 - There will be no impact to wildlife habitats.

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Proposed Land Use 934 Fast Casual Restaurant with Drive Thru

What is a fast casual restaurant type?

Fast casual restaurant concepts offer the convenience of fast food without the full service of fine dining. Fast casual dining consists of a more inviting sit-down ambiance, and often, the ability to build your own meal. The menu consists of better-quality ingredients that can be found at most fast-food establishments.

TRIP GENERATION

The results of the site-generated traffic analysis for the proposed development are shown in Table 1 below.

**TRAFFIC IMPACT STUDY
SCOPING/METHODOLOGY STATEMENT**

TABLE 1

Land Use	Land Use Code ⁽¹⁾	Size	Daily Trips	Period	Peak Hour Trips			Pass by ⁽²⁾			Primary		
					In	Out	Total	In	Out	Total	In	Out	Total
Fast Food restaurant with Drive thru	934	4,989 SF	2,350	AM	102	99	201	50	49	99	52	50	102
				PM	85	78	163	43	39	82	42	39	81

(1) Based on the Institute of Transportation Engineers Trip Generation, 10th Edition

(2) Pass-By rates of 49% for the AM Peak Hour and 50% for the PM Peak Hour were extracted from the ITE Trip Generation Handbook, 3rd Edition

Based on a Fast Casual Restaurant with Drive Thru lane with an average of 10 vehicle stacking and average wait time of 8 minutes.

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Public Participation Plan Report

Project Name: Jim 'N Nick's Community Bar-B-Q – Tucker

Contact Name: Perry Jones

Meeting Date: January 29, 2024

Meeting Location: Northlake Mall, 4800 Briarcliff Rd., Suite 1019

Meeting Start Time: 12:00 p.m.

Meeting End Time: 12:30 p.m.

Number of people in attendance: 7

Date of Filing of Land Use Petition Application: February 22, 2024

General Introduction:

The purpose of this meeting was to share information about the proposed Jim 'N Nick's restaurant with members of the local community and to address any questions or concerns those members have about our business. A letter, which included a description of Jim 'N Nick's origin and the type of food served, along with the proposed site plan and color elevation drawings, was sent to all residents who live within 500 ft. of the proposed location. The letter included the date, time and location of the meeting and an invitation to attend. Two representatives from Jim 'N Nick's conducted the meeting: Perry Jones, VP of Real Estate & Development and Donna Sharp, Sr. Project Manager of Restaurant Development. The meeting was a Q&A format where Mr. Jones provided an overview of Jim 'N Nick's as a company and answered questions, while Ms. Sharp displayed images of the proposed site plan, elevations, and renderings on a TV screen that all of the attendees could see.

Summary of Concerns & Issues:

1. What are your hours of operation?

Applicant response: We're open 7 days per week. We open for lunch at 11 a.m. and close at 9 p.m. on weekdays. Some locations close at 9 p.m. on weekends also but most locations are open until 10 p.m. on Fridays and Saturdays.

2. Where will your restaurant be located?

Applicant response: It will be located at the southeast corner of the [Northlake] mall, adjacent to the Lens Crafters building. (Jones pointed to an image of the proposed site plan displayed on a large TV in the meeting space)



3. Do you have other new locations in Georgia?
Applicant response: Yes we have several locations in Georgia. We just opened a new one in Statesboro last week and in Augusta a couple of weeks before that. We also recently opened new locations in Covington, Athens, and Rome.
4. So you are moving in from Alabama?
Applicant response: Yes, Alabama is where we were founded but we've built 6-7 new restaurants in Georgia in the past 5 months or so and we'd like to build about 15 more. We also have locations in Marietta, Suwanee and Smyrna that have been open for several years now.
5. Do you still have your location in Destin [Florida]?
Applicant response: No, I unfortunately had to close that one about a year ago; it had some issues during COVID. We do have a location in Niceville, Florida nearby but that one is drive-thru only.
6. But this one [proposed Tucker location] will be eat-in?
Applicant response: Yes, we'll have about 90 seats inside and about 50-60 outside on the patio.
7. Will the menu be similar to the other places?
Applicant response: Yes, this menu will be the exact same as our other locations.
8. How many restaurants do you have open right now?
Applicant response: We have 45. We have 6 in the Atlanta area.
9. Are all the restaurants owned by the same company?
Applicant response: Yes we're owned by a group called Roark Capital.
10. And you have a bar?
Applicant response: Yes we have a full bar.
11. And what days are you open again?
Applicant response: Seven days a week.
12. Tell me again, are you going to be located out front (Participant points towards main entrance of the mall)?
Applicant response: (Pointing to the site plan on the TV screen) Yes ma'am we will be in front of the mall and opposite of Lens Crafters.



13. So to clarify the flow of traffic, it will come from Northlake Parkway, into the mall, and to the left, and then you'll come around the building (while pointing at site plan)?

Applicant response: Correct, there are two entrances here (points at site plan) into the mall that will both take you to the restaurant and then the drive-thru traffic will flow around the building and then exits here (Jones uses site plan to show drive-thru traffic).

14. Is this a sidewalk here? (Participant points to sidewalk shown on site plan)

Applicant response: Yes ma'am this is a sidewalk that runs along here (traces finger along sidewalk next to building) and then there will be an accessible ramp, about 5' long, that runs down into the parking lot.

15. How tall is the front of your store in relevance to Lens Crafters & the credit union? Same or taller?

Applicant response: No, our building will not be as tall as the Lens Crafters building. (Points to elevations drawing) The tallest part of our building is the smoker tower which is 20'.

16. How does a double drive-thru work?

Applicant response: (Displays the rendering which shows cars in the drive-thru) There are two car lanes that wrap around the building. Each lane has its own menu board, and the lanes are separate from enter to exit. It's the same as most Chick-fil-A drive thru's and has helped us increase our speed in getting orders out to our customers.

17. What made you want to build in Tucker?

Applicant response: The Atlanta market is an important market to Jim 'N Nick's. One of the main reasons I joined the company was to expand our locations within the Atlanta area. Looking at the map of our locations in Atlanta, there was an obvious "hole" in this area. Our market research of the area showed that Tucker would be a favorable location for us to build. Also, I have had past business deals with the owners of the mall on some of their other properties which were positive, so all of these factors combined makes us believe we can be successful here.

18. When do you think you will open?

Applicant response: We have a few more steps to complete with the application process. We have a couple of variances we need to gain approval for as well as the special land use permit for the drive-thru. We are hoping to receive a permit by early summer and begin building in July or August. If we are able to begin building then, we would be looking at an early 2025 opening. If you all don't mind sending us your email addresses, we would love to invite all of you to our Pre-Grand Opening event, a.k.a. 'Friends & Family Weekend' so you can try our food at no cost and experience our brand before everyone else!



City of Tucker

Public Participation Plan Report

I, the undersigned, as the applicant or an authorized representative of the applicant do solemnly swear and attest that the information provided is true and accurate. I have included a complete record of the neighborhood meeting, as well as an honest response regarding the intentions for development.

[Handwritten Signature] 2/22/24
Signature of Applicant or Authorized Representative Date

Sandi LeBlanc 2/22/24
Type or Print Name of Applicant or Authorized Representative Date

Commonwealth of Virginia
City/County of Prince George

Sworn to and subscribed before me on
the 22 day of February, 2024

[Handwritten Signature]
Notary Public's Signature
My Commission # 36921 Expires Aug 31, 2025

CYNTHIA L. BERGAMINI
NOTARY PUBLIC
REGISTRATION # 369291
COMMONWEALTH OF VIRGINIA

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Dear Neighbors of Northlake Mall,

Jim N Nicks Management LLC is interested in developing at 4800 Briarcliff Road for a new Jim N' Nick's BBQ restaurant. The request requires a Special Land Use Permit (SLUP) for the drive-thru with concurrent variances to the Northlake Zoning Design requirements.

Who is Jim N' Nicks BBQ? It all started in 1985 when Jim and his son reclaimed an old pizza parlor in Birmingham, AL. It would be the very first Jim 'N Nick's Bar-B-Q, an authentic bar-b-q restaurant with chefs and pitmasters. No freezers, no microwaves, and no shortcuts. 12-hour slow-smoked pork and beef but served real fast with our double drive-thru windows concept in addition to our sit-down dining. Since then, we've grown to become a Southern institution, with 45 restaurants in six states.

The first step in the process is to hold a Public Participation (neighborhood) meeting with the community to discuss our proposal with you and receive feedback. This meeting is required before we can submit our application for a SLUP to the city. You are receiving this letter as you own property within 500' of our project. We hope you will be able to meet with us at the following time:

Meeting Date/Time: **January 29, 2024, at 12:00pm**

Meeting Location: **Northlake Mall 4800 Briarcliff Road Suite 1019 Tucker, GA**

We've included a site plan of our current proposal in which we look forward to discussing with you and getting feedback on January 29, 2024. If you are unable to attend or wish to reach out beforehand, we can be reached at jimnnicks.tucker@gmail.com or 205-484-0008.

A flyer outlining the land use petition process in the City of Tucker is also included. Questions relating to city matters can be addressed to info@tuckerga.gov.

Sincerely,

Perry Jones
Jim N Nick's Community BBQ
Vice President Real Estate & Development

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Land Use Petition Process for Rezoning, Special Land Use Permits, and Comprehensive Plan Amendments

1

Before filing, the applicant must host a neighborhood meeting per our Public Participation Plan requirements. The point of this meeting is for the potential applicant to discuss the proposal with neighbors and get feedback or requests for changes. More information can be found here: tuckerga.gov/ppp

2

The applicant files an application with the City of Tucker. Deadlines are listed in the Land Use Petition Application.

3

Staff completes a technical analysis of the application based on the City of Tucker Zoning Ordinance and Comprehensive Plan. This report includes a staff recommendation.

4

The City holds Public Meetings

- Planning Commission
 - Staff presentation of the staff report and staff recommendation
 - Public Hearing, which includes the applicant's presentation and a chance for the public to speak for or against the application
 - The Planning Commission votes on a recommendation to forward to City Council
- Mayor & City Council – 1st Read
 - Staff presentation of the staff report and staff recommendation
 - Public Hearing, which includes the applicant's presentation and a chance for the public to speak for or against the application
- Mayor & City Council – 2nd Read
 - Staff presentation of the staff report and staff recommendation
 - Public Hearing, which includes the applicant's presentation and a chance for the public to speak for or against the application
 - City Council can take a vote for final action on the request

Decisions on applications are based on the criteria that is set forth in the zoning ordinance.

The criteria is located here: tuckerga.gov/landusecriteria

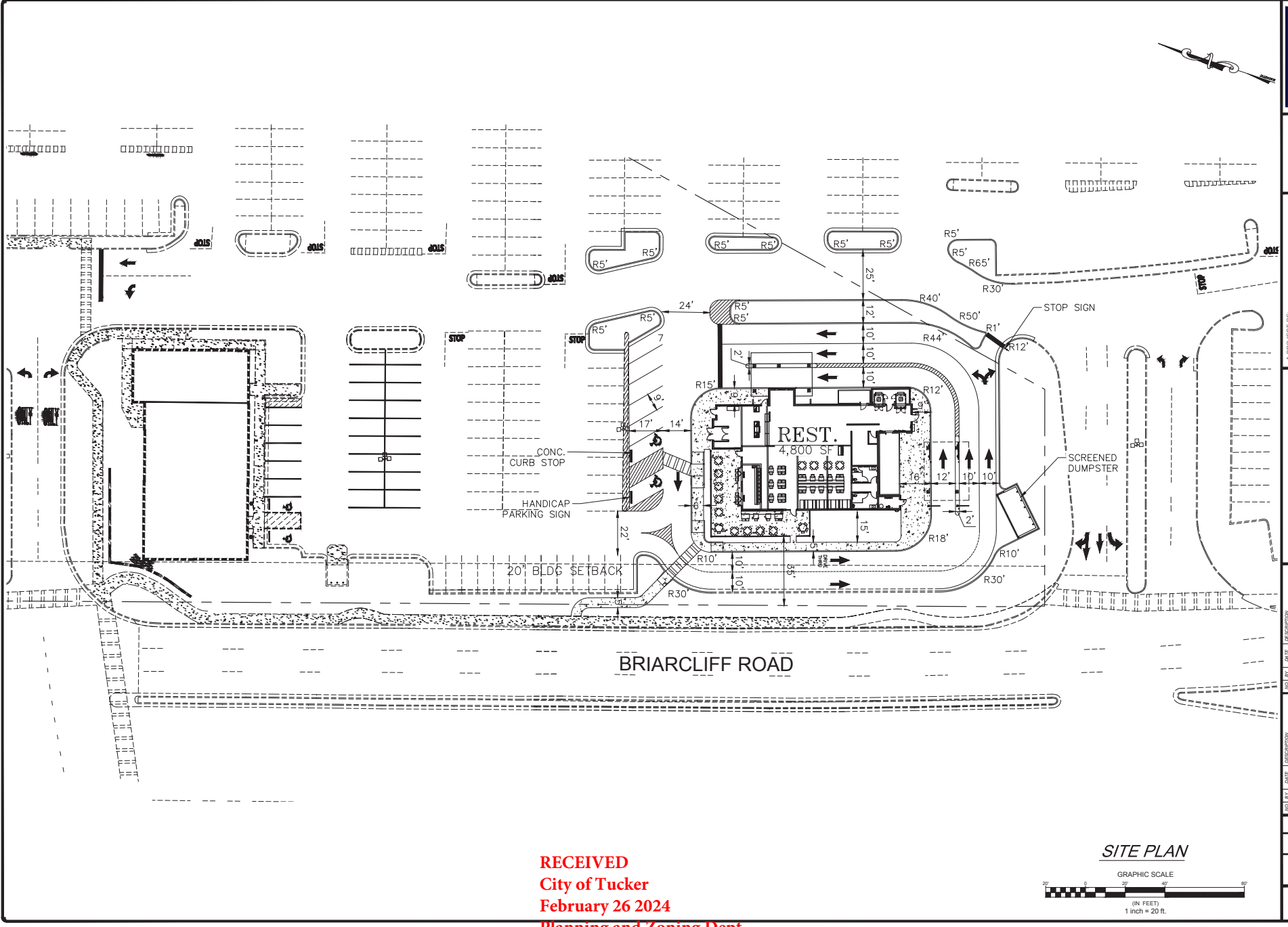
Please note that some applications, such as those that meet the Development of Regional Impact (DRI) standards, will have additional steps between filing an application and the Public Hearing.

For information about current land use petitions, including application information and public meeting dates, please visit: tuckerga.gov/landusepetitions

NO.	DATE	DESCRIPTION

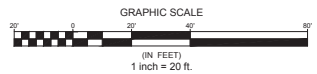
DESIGNED BY HGA	CHECKED BY HGA
DATE 01/11/2024	SHEET TITLE PLAN
SHEET NUMBER SP-6	

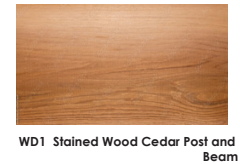
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SITE PLAN





WD1 Stained Wood Cedar Post and Beam



BR1 - Cherokee Brick Old New Orleans



C1- Cementitious Side



PT1 BM Wrought Iron



1 FRONT EXTERIOR ELEVATION
 A2.1 1/4" = 1'-0"

North Elevation

COLORED ELEVATIONS. CONSTRUCTION
 DETAILS AND FURTHER INFORMATION ARE
 CONTAINED ON THE ARCHITECTURAL
 DOCUMENTS SHEETS A2.1, A2.2 AND FINISH SCHEDULE
 ON ID.05



LEFT SIDE EXTERIOR ELEVATION
 A2.1 1/4" = 1'-0"

East Elevation BRIARCLIFF ROAD

JIM 'N NICK'S
 11300 TOWN CENTER DRIVE
 COVINGTON, GA 30014

OWNER:
 JIM 'N NICK'S
 10 AVENUE CENTER PARWAY
 SUITE 250
 BIRMINGHAM, AL 35242

DRAWN BY:
 Ashley Simpson

DOCUMENT DATE:
 12/12/2024
 JOB#:
 170910.03

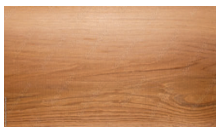
JIM 'N NICK'S

- △ R1 1.1.2023
- △ R2 6.5.2023
- △
- △
- △

ID.01

Exterior elevations

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WD1 Stained Wood Cedar Post and Beam



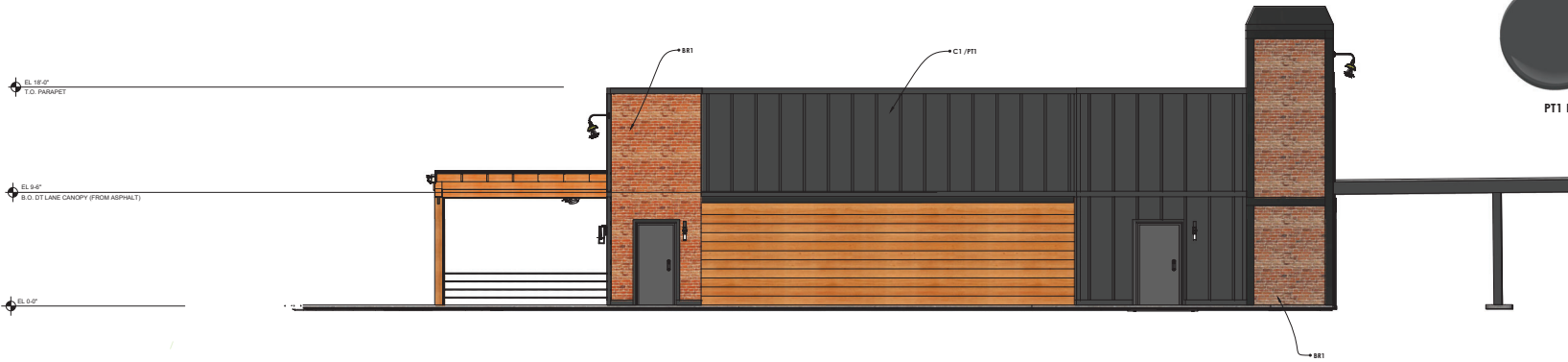
BR1 - Cherokee Brick Old New Orleans



C1 - Cementitious Side



PT1 BM Wrought Iron



1 REAR EXTERIOR ELEVATION South Elevation
 A2.2 1/4" = 1'-0"

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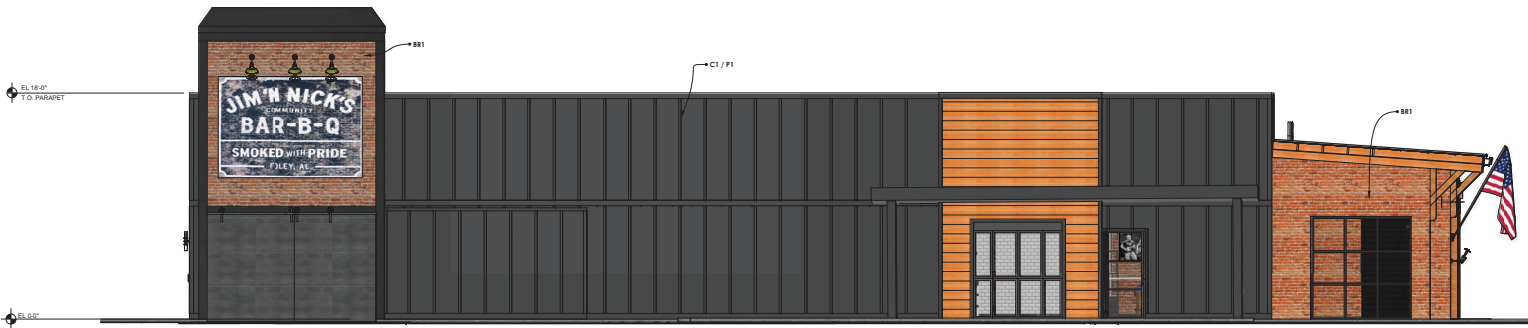
JIM 'N NICK'S
 11300 TOWN CENTER DRIVE
 COVINGTON, GA 30014

OWNER:
 JIM 'N NICK'S
 10 AVENUE CENTER PARWAY
 SUITE 250
 BIRMINGHAM, AL 35242

DRAWN BY:
 Aley Simpson

DOCUMENT DATE:
 12/12/2024
 JOB#:
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JIM 'N NICK'S



RIGHT EXTERIOR ELEVATION West Elevation
 A2.2 1/4" = 1'-0"




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Business	Care of	Address	City	State	ZIP
NM OFFICE OWNER LLC		4645 N CENTRAL EXPWY STE 300	DALLAS	TX	75205
NORTHLAKE ATRCORINTH PARTNERS LLC		4645 N CENTRAL EXPWY STE 300	DALLAS	TX	75205
4816 BRIARCLIFF PAD 1 LLC		4645 N 4645 N. CENTRAL EXPRESSWAY STE 200	DALLAS	TX	75205
COX BROADCASTING INC	NORTHLAKE FESTIVAL LLC	P O BOX 260888	PLANO	TX	75026
KAMRYN B ALFONSO		2304 HENDERSON MILL CT NE	ATLANTA	GA	30345
CARL CAMANN	MARGO L EDEN-CAMANN	2315 HENDERSON MILL CT NE	ATLANTA	GA	30345
ELIZABETH A SCHERR LIVING TRUST ELIZABETH A SCHERR TRUSTEE		2317 NORTHLAKE CT NE	ATLANTA	GA	30345
STEPHEN WILLIAMS C		2313 NORTHLAKE CT NE	ATLANTA	GA	30345
ATLANTA GSA CIS LLC		P.O. BOX 13470	RICHMOND	VA	23235
BEL NORTHLAKE LLC		2 INTERNATIONAL PL	BOSTON	MA	2110
LOCAL SANDY GA LLC		777 BRICKELL AVE STE 630	MIAMI	FL	33131
COX BROADCASTING INC	NORTHLAKE FESTIVAL LLC	P O BOX 260888	PLANO	TX	75026
TRIANGLE PARTNERS LLC		5415 REDFIELD DR	DUNWOODY	GA	30338
GARY ANTHONY UHL		2321 NORTHLAKE CT NE	ATLANTA	GA	30345
2 BARAKA LLC		1948 DAY DR	DULUTH	GA	30096
NORTHLAKE PAD 2 LLC		4645 N CENTRAL EXPRESSWAY STE 300	DALLAS	TX	75205
PLAZA LIMITED PARTNERSHIP	ROBERT S GRIFFITH	PO BOX 790830	SAN ANTONIO	TX	78279
JAMES B SMITH		2305 HENDERSON MILL CT NE	ATLANTA	GA	30345
BOXER F2 LP		720 N POST OAK RD 500	HOUSTON	TX	77024
DAN DAUGHERTY	LEIGH DAUGHERTY	2312 NORTHLAKE CT	ATLANTA	GA	30345
PATRICIA J DAY		2319 NORTHLAKE CT	ATLANTA	GA	30345
2200 ATLANTA INVESTORS LLC		710 PEACHTREE ST NE STE 10	ATLANTA	GA	30308
PRITI ENTERPRISE INC		2155 RANCHWOOD DR NE	ATLANTA	GA	30345
2 BARAKA LLC		1948 DAY DR	DULUTH	GA	30096
2 BARAKA LLC		1948 DAY DR	DULUTH	GA	30096
DEVELOPMENT AUTHORITY OF DEKALB COUNTY		P. O. BOX 3018	OPELIKA	AL	36803
IRINA BABKINA		2829 GLADE DALE DR SE	CONYERS	GA	30094
JAMES M COX		2308 NORTHLAKE CT NE	ATLANTA	GA	30345
ATLANTA NORTHLAKE CO		2700 CUMBERLAND PKWY SE # 350	ATLANTA	GA	30339
BETH E JOHNSON		2330 NORTHLAKE CT NE	ATLANTA	GA	30345
ATLANTA NORTHLAKE CO		2700 CUMBERLAND PKWY SE # 350	ATLANTA	GA	30339
2 BARAKA LLC		1948 DAY DR	DULUTH	GA	30096
MACYS EAST INC		7 W 7TH ST	CINCINNATI	OH	45202
MALAKSHMI LLC		3338 PEACHTREE RD NE 3503	ATLANTA	GA	30326
SABIE PROPERTIES LLC		5925 PEACHTREE CORS E	NORCROSS	GA	30071
COX BROADCASTING CORP	PROPERTY TAX SERV CO	1400 LAKE HEARN DR NE	ATLANTA	GA	30319
BENJAMIN ALLIN		2320 NORTHLAKE CT	ATLANTA	GA	30345
DENELL A DAVIS		1595 VALLEY CLUB DR	LAWRENCEVILLE	GA	30044
CAMERON REID		2305 NORTHLAKE CT	ATLANTA	GA	30345
BERKSHIRE CONDO ASSOC		PO BOX 98309	ATLANTA	GA	30359
NORTHLAKE ATRCORINTH PARTNERS LLC		4645 CENTRAL EXPWY STE 300	DALLAS	TX	75205
NORTHLAKE ATRCORINTH PARTNERS LLC		4645 N CENTRAL EXPWY STE 300	DALLAS	TX	75205
REGENCY RETAIL PARTNERSHIP LP		PO BOX 790830	SAN ANTONIO	TX	78279
COX BROADCASTING INC		6205 PEACHTREE DUNWOODY RD	ATLANTA	GA	30328
JOSEPH B LANFORD		2330 HENDERSON MILL CT NE	ATLANTA	GA	30345
WILLARD LEE BOYD	LORA ELIZABETH BOYD	2322 HENDERSON MILL CT	ATLANTA	GA	30345
NORTHLAKE OUTPARCEL LLC		400 MALL BLVD STE M	SAVANNAH	GA	31406
FDS GEORGIA I LLC		271 17TH ST N STE 575	ATLANTA	GA	30363
2 BARAKA LLC		1948 DAY DR	DULUTH	GA	30096
4840 BRIARCLIFF PAD JCP LLC		4645 N CENTRAL EXPY STE 300	DALLAS	TX	75205
NM OFFICE OWNER LLC		4645 N CENTRAL EXPWY STE 300	DALLAS	TX	75205
GERARD M MARTIN TRUSTEE	BARRY M PORTNOY TRUSTEE	PO BOX 696583	SAN ANTONIO	TX	78269
SUZANNE BOOTH	MARY F GIACOMA	2314 HENDERSON MILL CT NE	ATLANTA	GA	30345
VICTOR S & MARY A COLEMAN	JOHN R COLEMAN JR	2325 HENDERSON MILL CT	ATLANTA	GA	30345
ANAND INC		0 P O BOX 3018	OPELIKA	AL	36803
AMANDA SPARKS		2304 NORHTLAKE CT NE	ATLANTA	GA	30345
MARIE MILLER		2315 NORTHLAKE CT NE	ATLANTA	GA	30345
FRONT ROW CENTER PROPERTIES LLC		17179 STRAWBERRY DR	ENCINO	CA	91436
NORTHLAKE ATRCORINTH PARTNERS LLC		12700 PARK CENTRAL DR STE 110	DALLAS	TX	75251
REGENCY RETAIL PARTNERSHIP LP		PO BOX 790830	SAN ANTONIO	TX	78279
REGENCY RETAIL PARTNERSHIP LP		PO BOX 790830	SAN ANTONIO	TX	78279
NORTHLAKE ASSOCIATES L P		400 MALL BLVD STE M	SAVANNAH	GA	31406
DHAN SINGH		2316 NORTHLAKE CT NE	ATLANTA	GA	30345
HARRIET N CHAKNIS		2324 NORTHLAKE CT NE	ATLANTA	GA	30345
HAROLD R WILLIAMSON JR		2311 NORTHLAKE CT NE	ATLANTA	GA	30345
MARGARET WHITELOCK		2307 NORTHLAKE CT	ATLANTA	GA	30345

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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	ATLANTA NORTHLAKE CO 2700 CUMBERLAND PKWY SE # 350 ATLANTA, GA 30339				
2.	NM OFFICE OWNER LLC 4645 N CENTRAL EXPWY STE 300 DALLAS, TX 75205				
3.	COX BROADCASTING INC NORTHLAKE FESTIVAL LLC P O BOX 260888 PLANO, TX 75026				
4.	ELIZABETH A SCHERR LIVING TRUST ELIZABETH A SCHERR TRUSTEE 2317 NORTHLAKE CT NE ATLANTA, GA 30345				
5.	BEL NORTHLAKE LLC 2 INTERNATIONAL PL BOSTON, MA 2110				
6.	TRIANGLE PARTNERS LLC 5415 REDFIELD DR DUNWOODY, GA 30338			RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept.	



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7.		MARGARET WHITELOCK 2307 NORTHLAKE CT ATLANTA, GA 30345				
8.		DHAN SINGH 2316 NORTHLAKE CT NE ATLANTA, GA 30345				
9.		NORTHLAKE ASSOCIATES L P 400 MALL BLVD STE M SAVANNAH, GA 31406				
10.		HAROLD R WILLIAMSON JR 2311 NORTHLAKE CT NE ATLANTA, GA 30345				
11.		REGENCY RETAIL PARTNERSHIP LP PO BOX 790830 SAN ANTONIO, TX 78279				
12		HARRIET N CHAKNIS 2324 NORTHLAKE CT NE ATLANTA, GA 30345				

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13.	JOSEPH B LANFORD 2330 HENDERSON MILL CT NE ATLANTA, GA 30345				
14.	FDS GEORGIA LLC 271 17TH ST N STE 575 ATLANTA, GA 30303				
15.	NM OFFICE OWNER LLC 4645 N CENTRAL EXPWY STE 300 DALLAS, TX 75205				
16.	VICTOR S & MARY A COLEMAN JOHN R COLEMAN JR 2325 HENDERSON MILL CT ATLANTA, GA 30345				
17.	REGENCY RETAIL PARTNERSHIP LP PO BOX 790830 SAN ANTONIO, TX 78279				
18	MARIE MILLER 2315 NORTHLAKE CT NE ATLANTA, GA 30345				

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19.	AMANDA SPARKS 2304 NORHTLAKE CT NE ATLANTA, GA 30345				
20.	NORHLAKE ATRCORINTH PARTNERS LLC 12700 PARK CENTRAL DR STE 110 DALLAS, TX 75251				
21.	MACYS EAST INC 7 W 7TH ST CINCINNATI, OH 45202				
22	COX BROADCASTING CORP PROPERTY TAX SERV CO 1400 LAKE HEARN DR NE ATLANTA, GA 30319				
23.	CAMERON REID 2305 NORHTLAKE CT ATLANTA, GA 30345				
24	NORHLAKE ATRCORINTH PARTNERS LLC 4645 N CENTRAL EXPWY STE 300 DALLAS, TX 75205				

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25.	DENELL A DAVIS 1595 VALLEY CLUB DR LAWRENCEVILLE, GA 30044				
26	NORTHLAKE ATRCORINTH PARTNERS LLC 4645 CENTRAL EXPWY STE 300 DALLAS, TX 75205				
27	COX BROADCASTING INC 6205 PEACHTREE DUNWOODY RD ATLANTA, GA 30328				
28	NORTHLAKE OUTPARCEL LLC 400 MALL BLVD STE M SAVANNAH, GA 31406				
29	4840 BRIARCLIFF PAD JCP LLC 4645 N CENTRAL EXPY STE 300 DALLAS, TX 75205				
30	SUZANNE BOOTH MARY F GIACOMA 2314 HENDERSON MILL CT NE ATLANTA, GA 30345				

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31	2 BARAKA LLC 1948 DAY DR DULUTH, GA 30096				
32	GERARD M MARTIN TRUSTEE BARRY M PORTNOY TRUSTEE PO BOX 696583 SAN ANTONIO, TX 78269				
33	ANAND INC O P O BOX 3018 OPELIKA, AL 36803				
34	FRONT ROW CENTER PROPERTIES LLC 17179 STRAWBERRY DR ENCINO, CA 91436				
35	2 BARAKA LLC 1948 DAY DR DULUTH, GA 30096				
36	SABIE PROPERTIES LLC 5925 PEACHTREE CORS E NORCROSS, GA 30071			RECEIVED City of Tucker February 26 2024 Planning and Zoning Dept. SLUP-24-0002, CV-24-0001 CV-24-0002	



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37	BETH E JOHNSON 2330 NORTHLAKE CT NE ATLANTA, GA 30345				
38	MALAKSHMI LLC 3338 PEACHTREE RD NE 3503 ATLANTA, GA 30326				
39	BENJAMIN ALLIN 2320 NORTHLAKE CT ATLANTA, GA 30345				
40	BERKSHIRE CONDO ASSOC PO BOX 98309 ATLANTA, GA 30359				
41	REGENCY RETAIL PARTNERSHIP LP PO BOX 790830 SAN ANTONIO, TX 78279				
42	WILLARD LEE BOYD LORA ELIZABETH BOYD 2322 HENDERSON MILL CT ATLANTA, GA 30345				

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43	COX BROADCASTING INC				
	NORTHLAKE FESTIVAL LLC				
	P O BOX 260888 PLANO, TX 75026				
44	2 BARAKA LLC				
	1948 DAY DR				
	DULUTH, GA 30096				
45	JAMES B SMITH				
	2305 HENDERSON MILL CT NE				
	ATLANTA, GA 30345				
46	PATRICIA J DAY				
	2319 NORTHLAKE CT				
	ATLANTA, GA 30345				
47	2 BARAKA LLC				
	1948 DAY DR				
	DULUTH, GA 30096				
48	IRINA BABKINA				
	2829 GLADE DALE DR SE				
	CONYERS, GA 30094				

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49	PRITI ENTERPRISE INC 2155 RANCHWOOD DR NE ATLANTA, GA 30345				
50	DEVELOPMENT AUTHORITY OF DEKALB COUNTY P. O. BOX 3018 OPELIKA, AL 36803				
51	ATLANTA NORTHLAKE CO 2700 CUMBERLAND PKWY SE # 350 ATLANTA, GA 30339				
52	4816 BRIARCLIFF PAD 1 LLC 4645 N 4645 N. CENTRAL EXPRESSWAY STE 200 DALLAS, TX 75205 CARL CAMANN				
53	MARGO L EDEN-CAMANN 2315 HENDERSON MILL CT NE ATLANTA, GA 30345				
54	ATLANTA GSA CIS LLC P.O. BOX 13470 RICHMOND, VA 23235				

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55	KAMRYN B ALFONSO 2304 HENDERSON MILL CT NE ATLANTA, GA 30345				
56	STEPHEN WILLIAMS C 2313 NORTHLAKE CT NE ATLANTA, GA 30345				
57	GARY ANTHONY UHL 2321 NORTHLAKE CT NE ATLANTA, GA 30345				
58	LOCAL SANDY GA LLC 777 BRICKELL AVE STE 630 MIAMI, FL 33131				
59	PLAZA LIMITED PARTNERSHIP ROBERT S GRIFFITH PO BOX 790830 SAN ANTONIO, TX 78279				
60	DAN DAUGHERTY LEIGH DAUGHERTY 2312 NORTHLAKE CT ATLANTA, GA 30345				

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61	NORTHLAKE PAD 2 LLC 4645 N CENTRAL EXPRESSWAY STE 300 DALLAS, TX 75205				
62	BOXER F2 LP 720 N POST OAK RD 500 HOUSTON, TX 77024				
63	2200 ATLANTA INVESTORS LLC 710 PEACHTREE ST NE STE 10 ATLANTA, GA 30308				
64	2 BARAKA LLC 1948 DAY DR DULUTH, GA 30096				
65	JAMES M COX 2308 NORTHLAKE CT NE ATLANTA, GA 30345	RECEIVED City of Tucker February 26 2024			
66	NORTHLAKE ATRCORINTH PARTNERS LLC 4645 N CENTRAL EXPWY STE 300 DALLAS, TX 75205	Planning and Zoning Dept. SLUP-24-0002, CV-24-0001 CV-24-0002			



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Product	Cty	Unit Price	Price
STOM - Firm - Domestic	49		\$27.93
J.S. Flag	7	\$0.66	\$4.62
STOM - Firm - Domestic	17		\$9.69
JS Flag Bkit/20	3	\$13.20	\$39.60

Grand Total: \$81.84

Debit Card Remit \$81.84

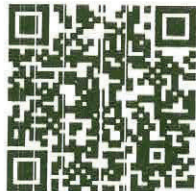
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 Account #: XXXXXXXXXXXXX7123
 Approval #: 043404
 Transaction #: 922
 Receipt #: 057117
 Debit Card Purchase: \$81.84
 AID: A000000980840 Contactless
 AL: US DEBIT

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 Refunds for guaranteed services only.
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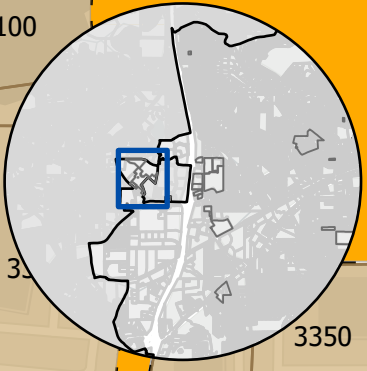
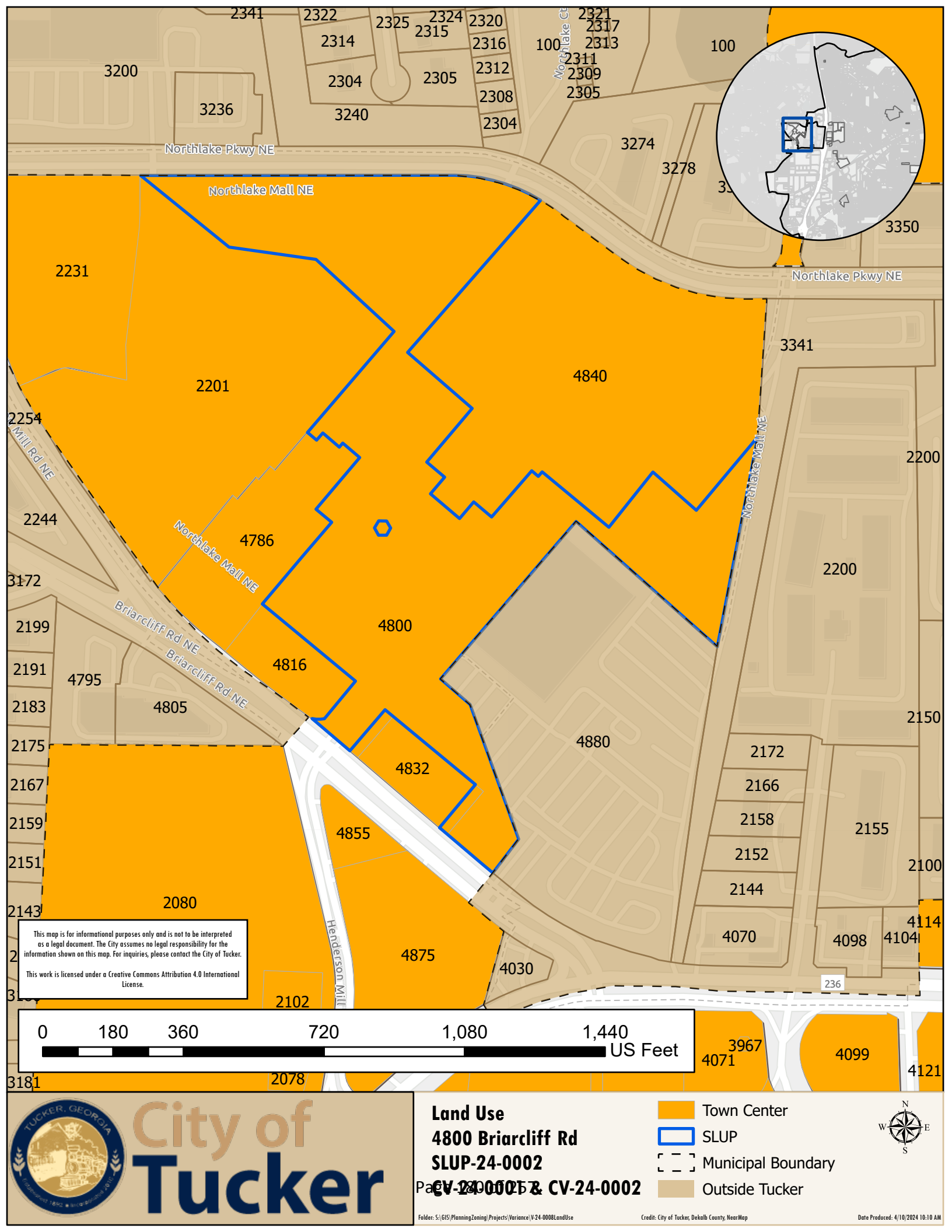
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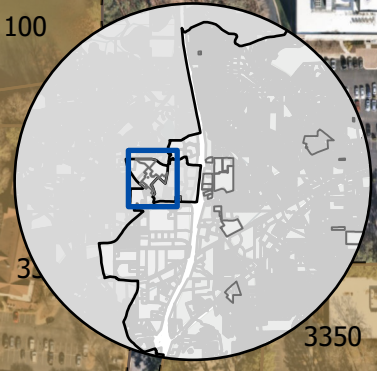
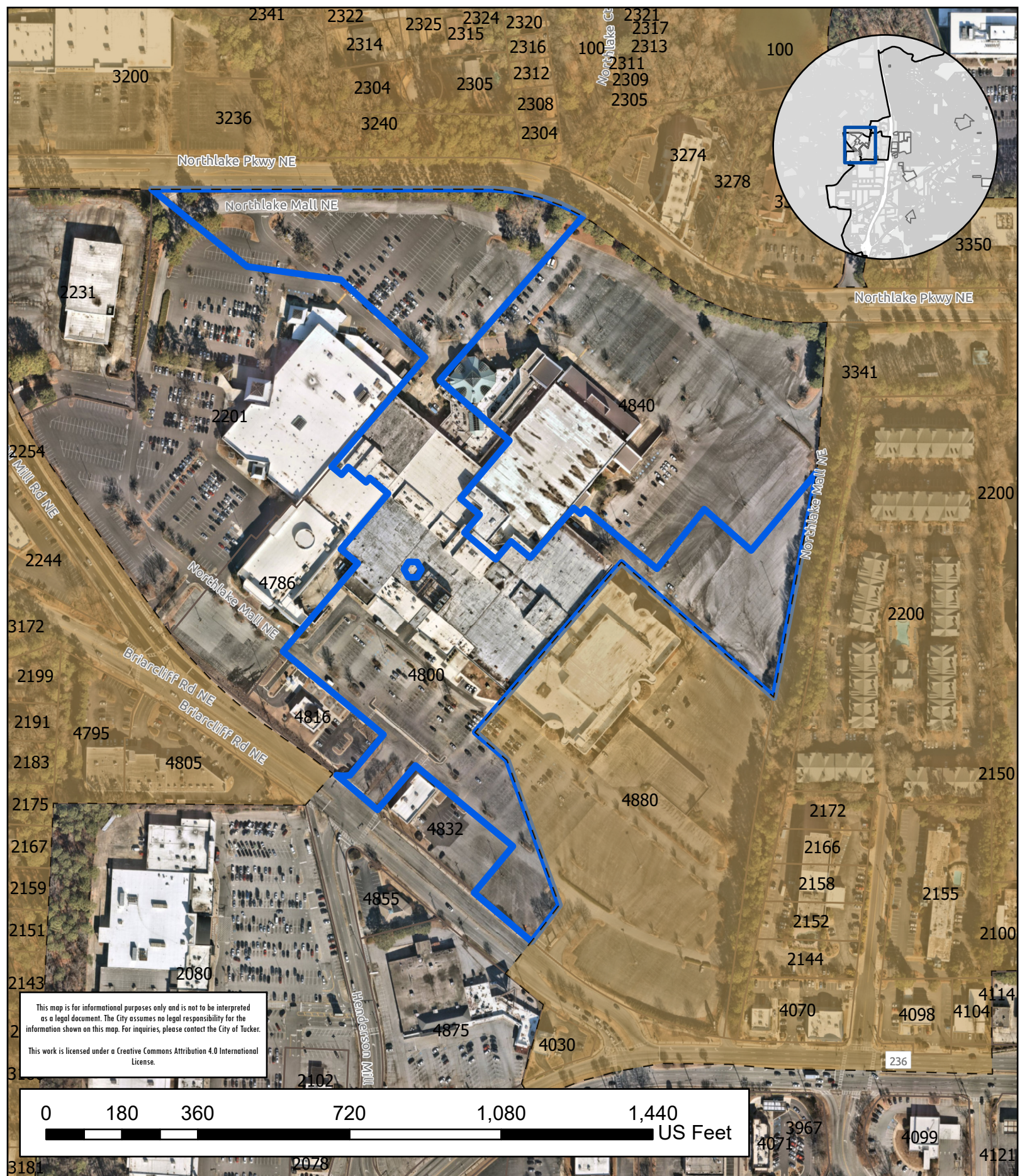
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Land Use
4800 Briarcliff Rd
SLUP-24-0002
CV-24-0001 & CV-24-0002

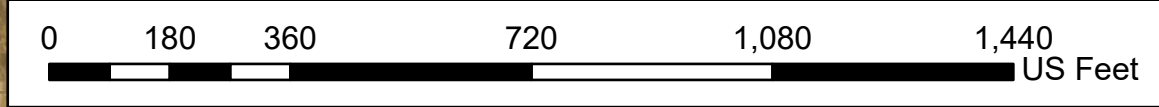
- Town Center
- SLUP
- Municipal Boundary
- Outside Tucker








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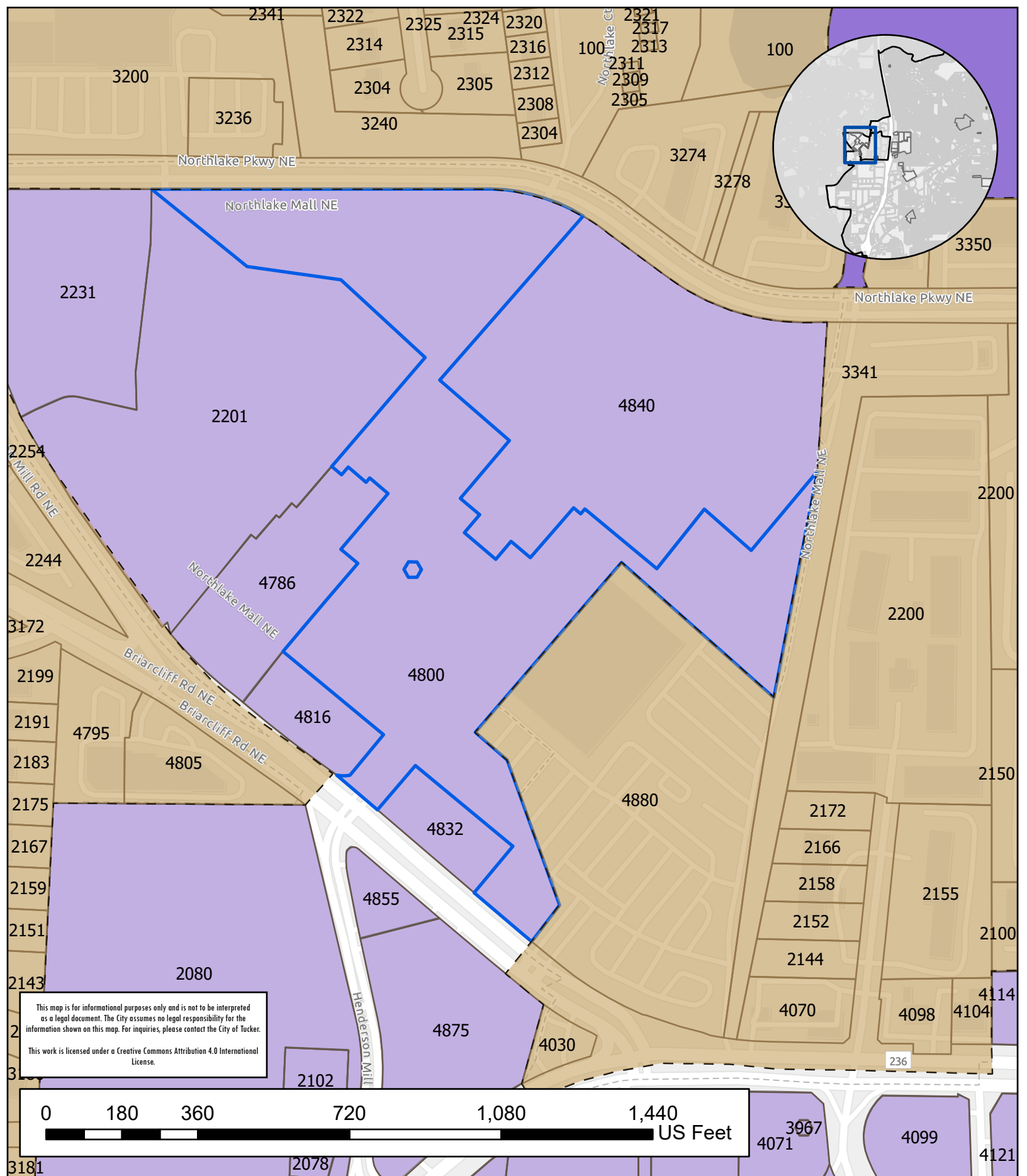
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Aerial
4800 Briarcliff Rd
SLUP-24-0002
CV-24-0005 & CV-24-0002

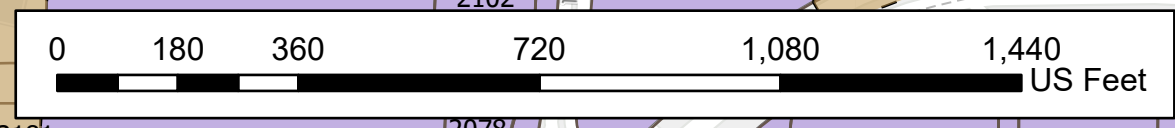
-  SLUP
-  Municipal Boundary
-  Outside Tucker





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Zoning
4800 Briarcliff Rd
SLUP-24-0002
CV-24-0001 & CV-24-0002

- NL-1 (High-Intensity Commercial)
- NL-2 (Office Park)
- SLUP
- Municipal Boundary
- Outside Tucker





MEMO

To: Honorable Mayor and City Council Members
From: Jackie Moffo, Economic Development Director
CC: John McHenry, City Manager
Date: Monday, May 6, 2024
RE: Memo for IGA between the Tucker Public Facilities Authority and the City of Tucker for the Leased Parking Agreement with Tucker First Baptist Church

Contract/Document Number: IGA – 2024 – 05 – PFA

Description for on the Agenda:

- IGA between Tucker PFA and City of Tucker for Leased Parking Agreement

Issue: The Tucker Public Facilities Authority has signed a shared parking lease contract with the Tucker First Baptist Church pending an intergovernmental agreement with the City of Tucker.

Recommendation:

Staff recommends that the Mayor and City Council approve the IGA with the Tucker Public Facilities Authority.

Background: Shared parking agreements is a contract between two or more parties that agree to share a parking area for a pre-determined amount of time. Shared parking agreements often include contract leases, which makes private parking areas available for public use.

Summary: In 2017, the Urban Land Institute Center for Leadership Atlanta mini-TAP (ULI mTAP) program provided a “Downtown Tucker Parking Revitalization Study” for the Tucker-Northlake CID. This study highlighted the growing need for downtown parking options in Tucker and did an inventory of existing spaces surrounding Main Street and high traffic areas off 1st Ave, Church Street, Lynburn Ave, and Railroad Ave. This the area studied, 123 total public spaces were identified. The ULI mTAP program also provided suggested solutions for downtown parking, which include shared parking with downtown churches and large parking lot owners including Tucker First Baptist Church.

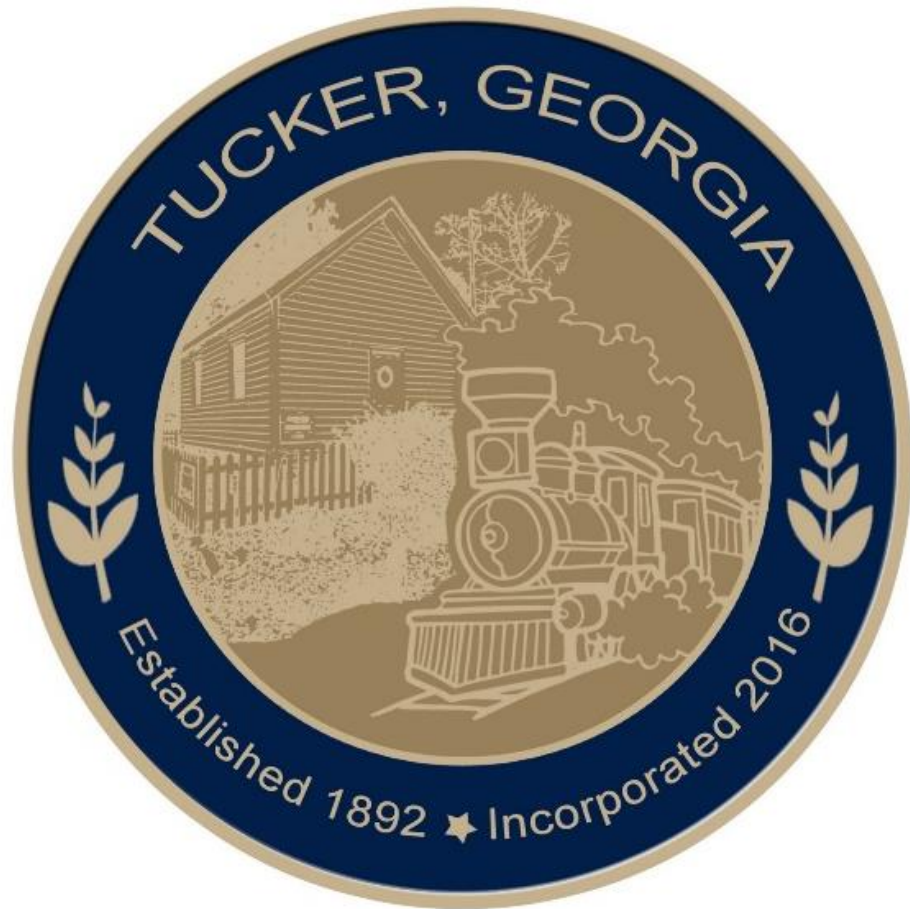
As Tucker’s downtown continues to grow more successful and attract new tenants to Main Street, the demand for parking has increased. Tucker’s downtown businesses have also added employees, creating the need to address employee parking.

Since 2021, the City of Tucker has been working close with the Tucker First Baptist Church Pastor and Board of Trustees discussing shared parking options. After negotiations, Tucker First Baptist Church has come to an agreement with the Tucker Public Facilities Authority which includes the parking lot improvements of parking lot resurfacing and re-striping on the Tucker First Baptist Church property in exchange for 101 shared parking spots for five-and-a-half-years.

Tucker City Staff is dedicated to the successful launch of this exciting new downtown amenity and is spearheading a marketing campaign to communicate this resource with impacted businesses and the community.

Financial Impact:

The financial impact of this project, including the contract with Tucker First Baptist Church, right of way improvements, and marketing, is project to cost \$170,342.50.



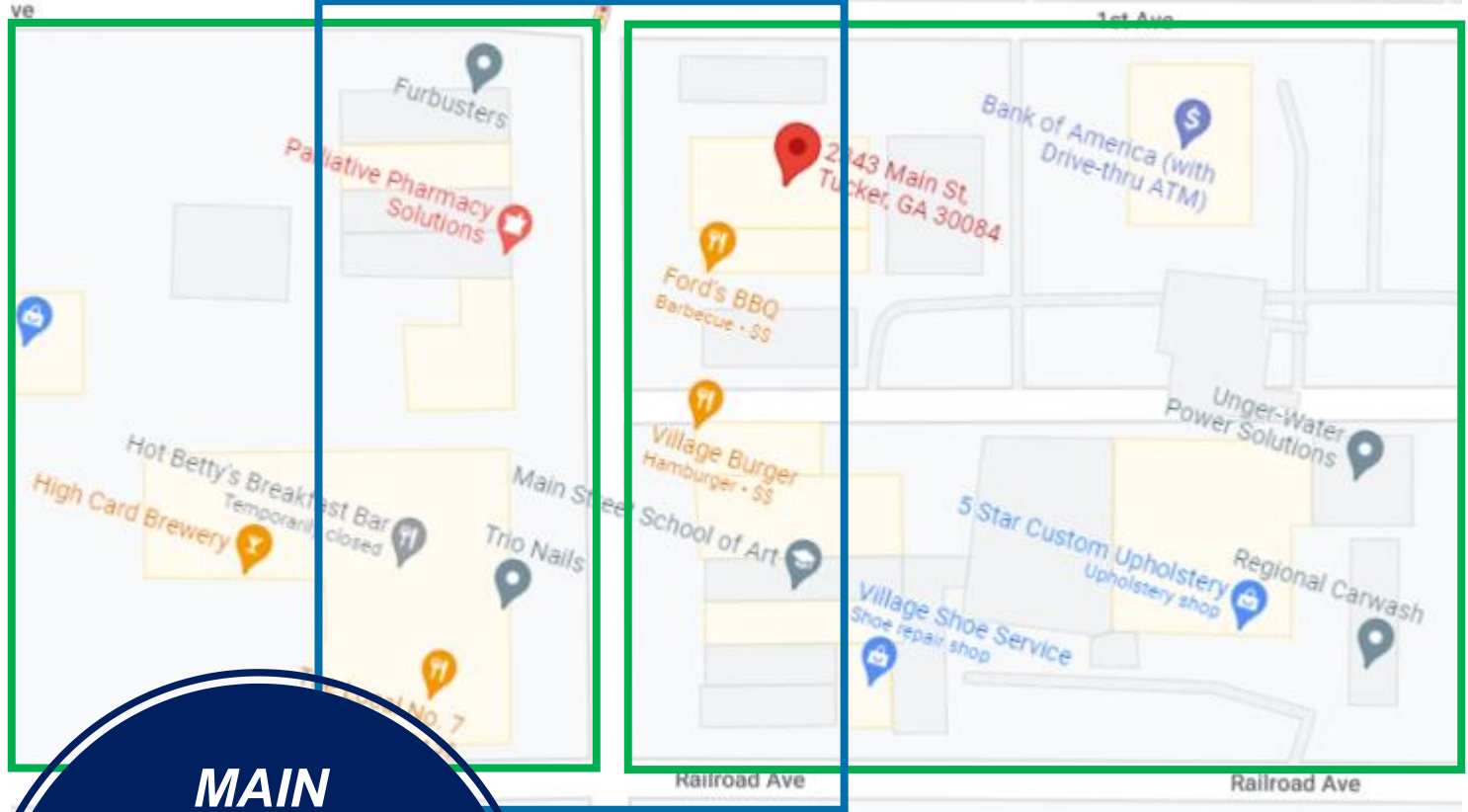
CITY OF TUCKER & FIRST BAPTIST CHURCH SHARED PARKING PROPOSAL

MONDAY, MAY 13, 2024



128 – 288 spots needed

184 – 189 spots needed



MAIN STREET PARKING SNAPSHOT
 212+ spots needed to cover employees alone

There are currently only **123 public parking spaces** on Main Street

Estimated Main Street Employment Range **168 - 420**

- Average Main Street business spaces range from ~ **2,000 – 4,500 SQFT**
- Zoning would require ~ **4 – 9 spaces per business**
- Employment for that area could grow to ~ **8 – 20 employees per business**
- **21** business spaces with frontage on Main Street,
- **32** business spaces within the Main Street center blocks



SHARED PARKING BASICS

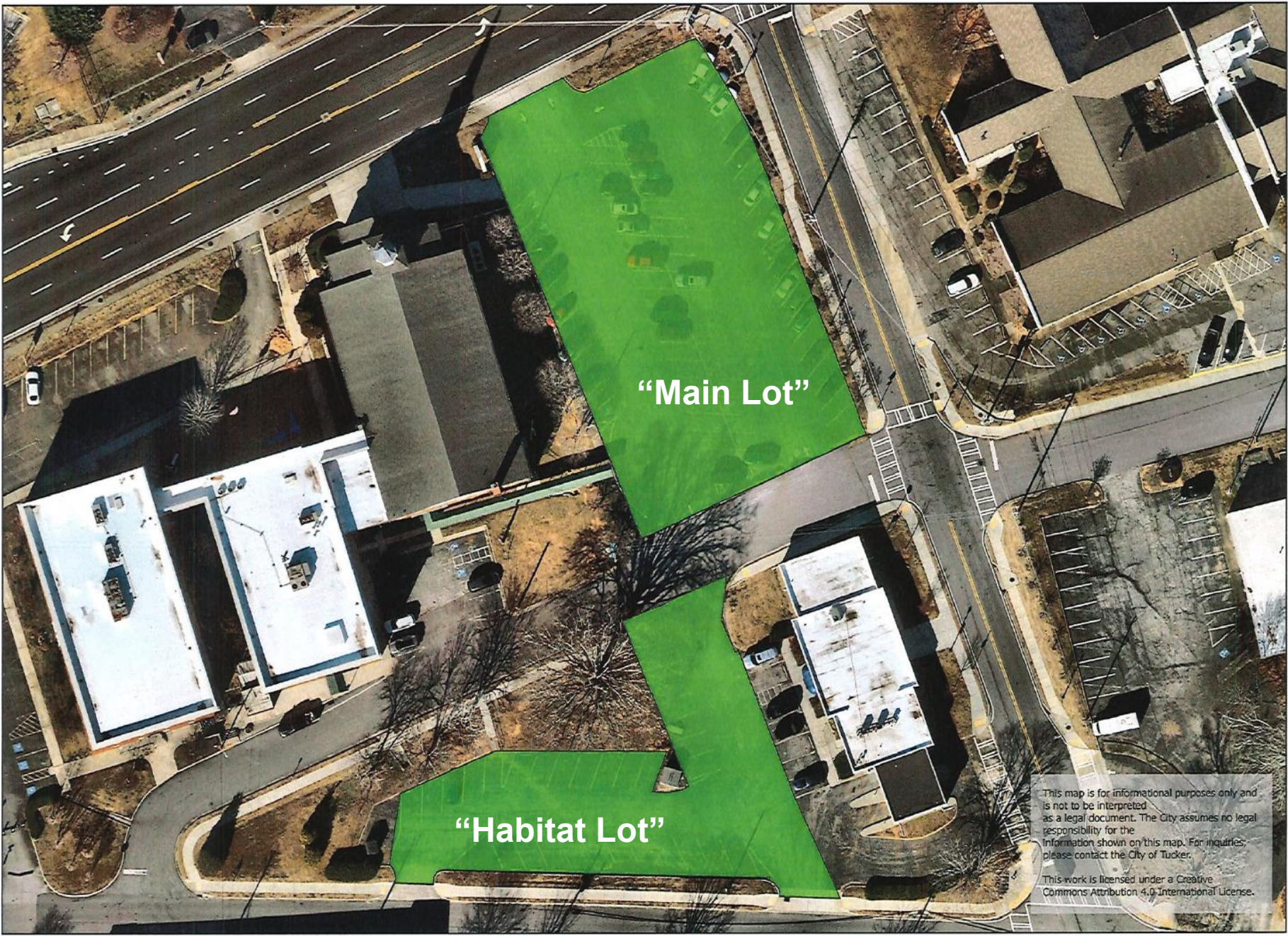
Shared parking makes parking spaces available to the community that would otherwise be reserved for private use or for a particular group

The City is offering First Baptist Church parking lot resurfacing renovations in exchange for a shared parking lease

Existing city contracts and shared parking lease pricing occurring in other comparable communities was used to determine a fair market price for this project

The City needs to balance spots/lease value with project costs and liabilities to setup a contract that aligns with State regulations

The \$/spot fair market price was used to help determine the appropriate length of contract



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CONTRACT BASICS

The City of Tucker is leasing **~101 Parking Spaces** from First Baptist Church for **5 & ½ Years**

In exchange for providing this lease, the City of Tucker is resurfacing the First Baptist Church “Main” Parking Lot, patching potholes in their “Habitat Lot” and striping the shared parking spaces of both lots

The lease will provide the City of Tucker with parking use for **290 days a year**

- Monday – Saturday
- 7am – 8pm
- Closed Sunday
- Temporary Signage used to close the lot for “special events” as needed throughout the year

If the lease is broken by First Baptist Church, the Church will need to reimburse the City of Tucker the remaining “cost” for the lot repaving. (The cost is amortized over the 5 & ½ years)

RIGHT OF WAY IMPROVEMENTS

With the expected increase in foot traffic in this area, the City plans to make right of way improvements

- Additional trash receptacle
- Additional lighting
- Ongoing trash pick up
- Signage



SIGNAGE

To drive residents, visitors, and employees to the lot, a variety of signage will be added to the downtown area and right of way around parking areas

Signage will match existing downtown street signs



SIGNAGE

	PROPERTY LN/EXISTING PVMT		STATE	PROJECT
	STRIPING		EXISTING CURB AND GUTTER	GA
	NEW PAVEMENT	SIGNS/EXISTING UTILITIES		

3 Directional Signs (one way, do not enter)

3 City Parking Wayfinding Signs

5 Parking Instructional Signs (double sided)



MARKETING

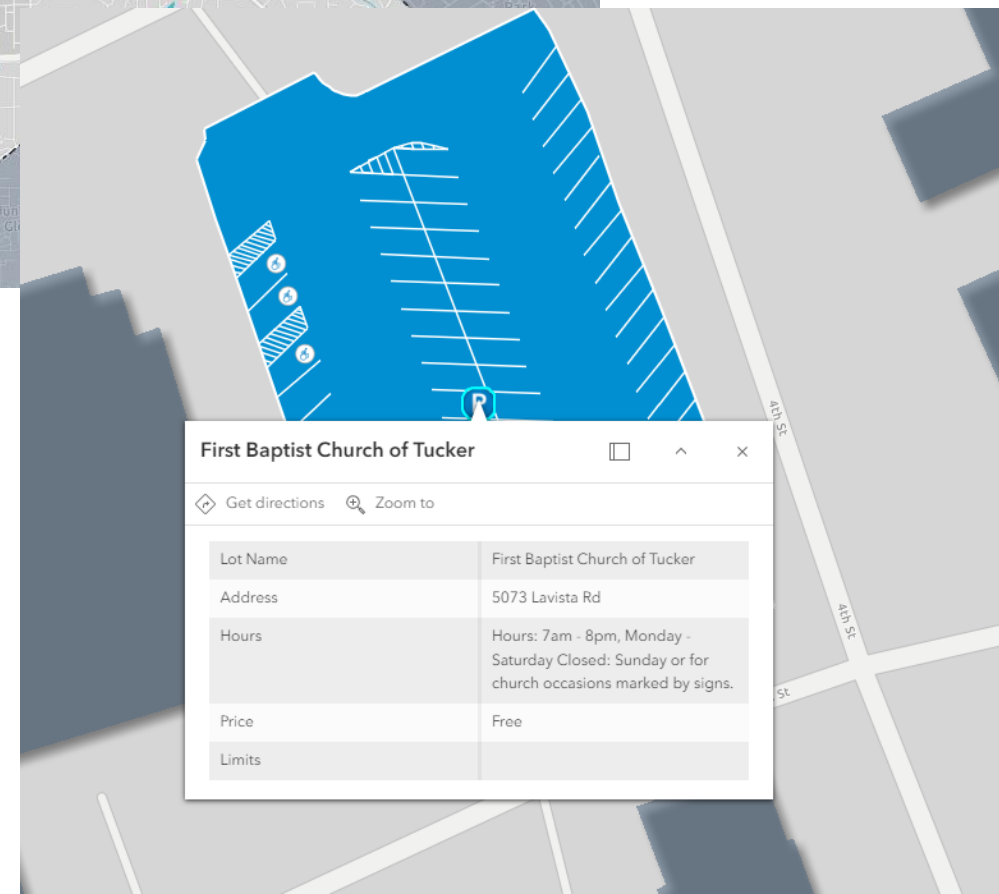
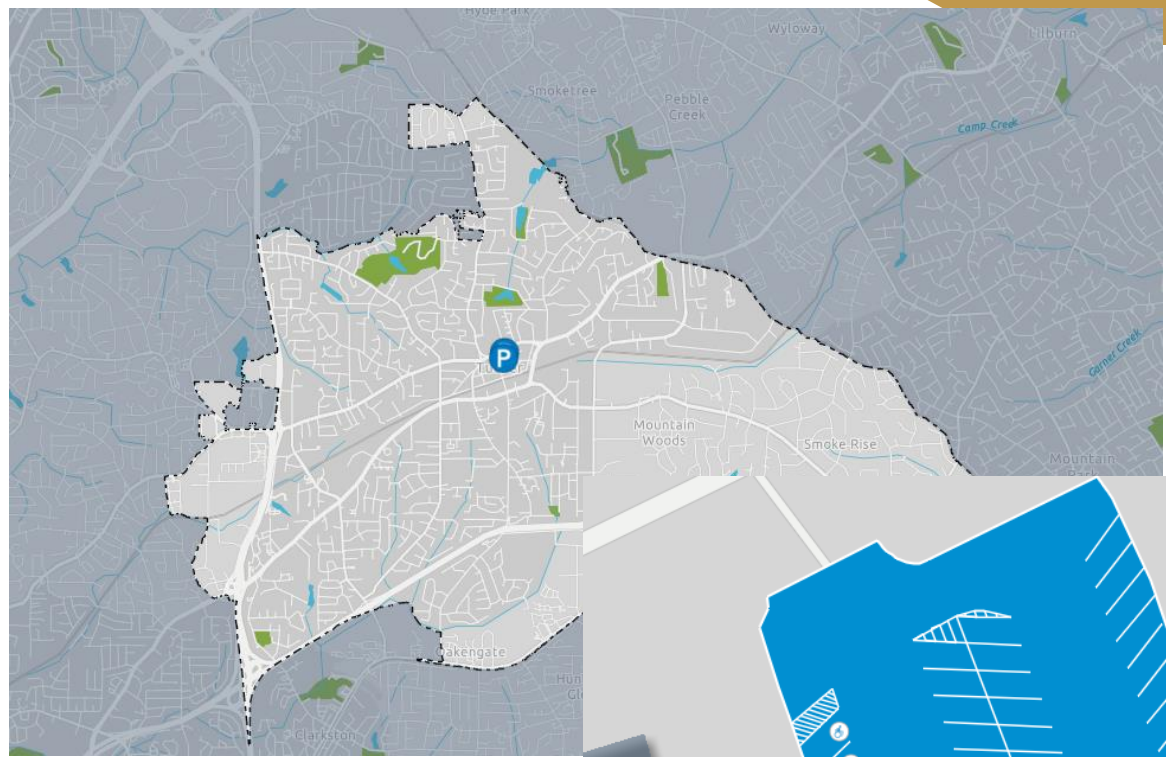
Collaborative multi-departmental marketing effort underway

Dedicated webpage

GIS Map – will be updated as more shared parking is added

Marketing push for downtown businesses

- QR Codes
- Window Clings
- Table Tents
- Partner Outreach



A wide-angle photograph of a street during sunset. The sky is filled with soft, colorful clouds in shades of orange, pink, and blue. The street is lined with trees and buildings. On the left, there is a brick building with a sign that says 'TKR' and another sign that says 'THE HEALING PLACE COME WALK WITH US 9:30 - 11:00 AM'. On the right, there is a larger brick building with a sign that says 'TKR FEB. 24 - 28' and another sign that says 'CARRON FOR RESEARCH'. The street is illuminated by streetlights, and a few cars are visible in the distance.

THANK YOU!

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF TUCKER PUBLIC FACILITIES AUTHORITY
AND THE CITY OF TUCKER, GEORGIA
FOR THE ENJOYMENT OF LEASED PARKING LOT SPACE**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into by and between the City of Tucker Public Facilities Authority (“TPFA”) and the City of Tucker, Georgia (“City”). The TPFA and the City may be referred to herein as a “Party” or collectively as the “Parties.” The TPFA and the City are executing this Agreement with respect to the following matters:

Recitals

WHEREAS, the TPFA was created by an Act of the Georgia General Assembly for the purpose of providing buildings, facilities, equipment and services for the citizens of Tucker; and

WHEREAS, the TPFA is authorized by Georgia Law 2019, p. 4064 and O.C.G.A. § 36-82-61(4)(G) to lease lands for public purposes;

WHEREAS, the TPFA wishes to promote the public purpose of economic development by increasing available parking for the downtown area of the City; and

WHEREAS, the TPFA has entered into a lease agreement with a private property owner to lease certain parking area property which is more particularly described in the attached lease included herein as Exhibit A; and

WHEREAS, the City of Tucker was incorporated in 2016; and

WHEREAS, the TPFA and the City of Tucker, pursuant to the Georgia Constitution, Article 9, § 3, ¶ 1, are authorized to enter into an Intergovernmental Agreement for the joint use of facilities;

NOW THEREFORE, in consideration of the following mutual obligations, the TPFA and the City agree as follows:

**ARTICLE 1
PURPOSE, INTENT, AND CONSIDERATION**

1.1 The purpose of this Agreement is to provide the terms by which, in exchange for the use by the citizens of Tucker of the leased property, the City shall make certain improvements.

1.2 The City will provide top coating or patching and striping on behalf of the TPFA as required by the lease in Exhibit A. In addition, the City will make certain improvements to the public right of way adjacent to the leased space which shall include signage, improved lighting, and the installation of a garbage can.

1.3 Pursuant to the terms of this Agreement, the City agrees to fund and make improvements

to the TPFAs leased portion of the parking lot for the use and enjoyment of its residents. The City shall select any engineers and contractors needed based on its requirements in accordance with law applicable to local government procurement. The City shall be solely responsible for the engineering, construction, upgrades, maintenance, repair, upkeep and all aspects of the scope of work, engineering and construction associated with the improvements.

**ARTICLE 2
TIME AND TERMINATION**

- 2.1 This Agreement shall commence upon full execution of this Agreement.
- 2.2 The Agreement shall terminate concurrent with the termination of the lease incorporated herein as Exhibit A.

**ARTICLE 3
AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both Parties, as approved by the Parties' governing authorities.

**ARTICLE 4
REMEDIES**

The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 5
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile or e-mail notice. Notices shall be addressed to the parties at the following addresses:

If to the TPFAs:	Chair, TPFAs 1975 Lakeside Parkway Suite 350 Tucker, GA 30084
With a Copy to:	Bonnie Warne, City Clerk 1975 Lakeside Parkway Suite 350 Tucker, GA 30084
If to the City:	John McHenry, City Manager 1975 Lakeside Parkway Suite 350 Tucker, GA 30084
With a copy to:	Ted Baggett, City Attorney

Pereira, Kirby, Kinsinger & Nguyen, LLP
PO Box 1250
690 Longleaf Drive
Lawrenceville, GA 30046

**ARTICLE 6
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 7
ENTIRE AGREEMENT**

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the TPFA. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 8
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any part institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation thereof.

**ARTICLE 9
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

**ARTICLE 10
THIRD PARTY BENEFICIARIES**


This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

**ARTICLE 11
COUNTERPARTS**


This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, City of Tucker Public Facilities Authority and the City of Tucker have executed this Agreement through their authorized representative, on the day and date herein written.

CITY OF TUCKER PUBLIC FACILITIES AUTHORITY, GEORGIA



Davis Stewart
Chair

ATTEST:


BONNIE WARNE
City Clerk
City of Tucker, Georgia

Date: 4-9-2024

CITY OF TUCKER, GEORGIA

ATTEST:

(SEAL)
FRANK AUMAN
Mayor

BONNIE WARNE
City Clerk

Date: _____

STATE OF GEORGIA

COUNTY OF DEKALB

AGREEMENT FOR THE LEASE OF REAL ESTATE

THIS AGREEMENT FOR THE LEASE OF REAL ESTATE is made and entered into by and between the **City of Tucker Public Facilities Authority**, a political subdivision of the State of Georgia and a public corporation (hereinafter referred to as “**TPFA**”) and the **First Baptist Church of Tucker, Inc.**, a Georgia domestic non-profit company, (hereinafter referred to as “**FBCT**”).

W I T N E S S E T H:

WHEREAS, the TPFA was created by an Act of the Georgia General Assembly for the purpose of providing buildings, facilities, equipment and services for the citizens of the TPFA of Tucker; and

WHEREAS, the TPFA is authorized by Georgia Law 2019, p. 4064 and O.C.G.A. § 36-82-61(4)(G) to lease lands for public purposes;

WHEREAS, the TPFA wishes to promote the public purpose of economic development by increasing available parking for its downtown area; and

WHEREAS, FBCT owns certain parking area property which is more particularly described on Exhibit A (hereinafter Parking lots); and

WHEREAS, TPFA and FBCT desire to complete a land transaction that would result in the lease of the parking lots to TPFA for use by the public;

WHEREAS, the TPFA and the City of Tucker (a Georgia municipal corporation), pursuant to the Georgia Constitution, Article 9, § 3, ¶ 1, are authorized to enter into an Intergovernmental Agreement for the joint use of facilities;

NOW THEREFORE, for and in consideration of the amounts set forth herein, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, TPFA and FBCT hereby agree as follows:

1. Agreement to Lease.

FBCT leases to TPFA, portions of two tracts lying and being in the City of Tucker, DeKalb County, Georgia, the first known by Tax Parcel 18 226 03 001 containing 2.1 acres, more or less, and having a street address of 5073 Lavista Road Tucker, Georgia 30084, and the second known by Tax Parcel 18 226 09 001 containing .8 acres, more or less, and having a street address of 2380 4th Street, Tucker, Georgia 30084 which areas comprise approximately 101 parking spots and are more particularly described on Exhibit “A” which is attached hereto and

incorporated herein by reference. TPFA agrees to accept the property as is and both parties acknowledge that any improvements made to the parking lots will remain with the property subject to the terms and conditions cited herein.

2. Use and Maintenance of Property.

The Parking lots are leased to TPFA in consideration of improvements to repair/repave the existing parking lot, as needed within six (6) months of execution of the lease agreement. TPFA will be solely responsible for all costs associated with any improvements to be made to the Parking lots and will be solely responsible for maintenance of the property and the improvements for the term of this Lease. FBCT will make its property available to TPFA under the terms of this lease 290 days out of the calendar year. Such days shall not include Sundays. On days when parking is unavailable due to FBCT having an event, FBCT will place a sandwich board sign meeting the criteria of City of Tucker Code Section 34-63 so indicating, in the lot where it may be seen by the motoring public but not in the public right of way.

3. Payments and Term.

The term of the lease shall be for a period of five (5) years and six (6) months in length. In exchange for the use and occupation of the leased property as described herein, TFFPA shall commit to making certain improvements to the parking lots through an intergovernmental agreement with the City of Tucker. Said improvements shall include the filing of voids, topping of the surface and striping of the parking spaces.

For the larger lot (sitting on the 2.1 acre parcel at the 5073 Lavista Road address), the TFFPA will provide top coating and striping. For the smaller lot (sitting on the .8 acre parcel at the 2380 4th Street address), the TFFPA will provide patching and striping.

By way of further inducement, the TFFPA through an Intergovernmental Agreement with the City of Tucker, will make certain improvements to the adjacent public right of way which shall include signage, improved lighting, and the installation of a garbage can.

4. Commencement.

It is acknowledged by both parties that the validity of this lease is dependent upon the subsequent adoption of an Intergovernmental Agreement between the TFFPA and the City of Tucker. In the event that the City of Tucker and the TFFPA do not come to an Intergovernmental Agreement specifically validating this lease prior to the end of calendar year 2024, this lease shall be null and void and neither party shall owe any obligation to the other nor shall either party be liable to the other for any damages or obligations contemplated by this lease.

This lease shall commence upon the first day of work on improvements contemplated under paragraph 3 that the TFFPA causes to be undertaken on the leased premises.

5. Warranties and Representations.

- (a) FBCT, hereby warrants and represents the following for the Parking lots: That
- i) it has good, insurable and marketable title to its property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting the respective property and general utility easements serving the property.
 - ii) there are no special assessments against or relating to the property.
 - iii) no goods or services have been contracted for or furnished to the property which might give rise to any mechanic's liens affecting all or any part of the property.
 - iv) it has not entered into any outstanding agreements of sale, leases, options or other rights of third parties to acquire an interest in the property other than as disclosed herein.
 - v) it has full power to lease the property on behalf of all parties having an interest therein.
 - vi) to the best of its knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated or in existence with respect to the property and it has not received any notice of violation of any laws, rules or regulations regulating hazardous materials or any request for information from any federal or local governmental authority concerning hazardous materials and hazardous materials contamination on the property. The property neither is currently on, nor has the property ever been on, any federal or state "Superfund" or "Superlien" list.
- (b) The lease of the Parking lots as set forth herein is contingent upon the substantial accuracy of the material representations and warranties set forth above.

6. Termination.

Either party may terminate the lease upon 30 days-notice to the other party. Because TPFA is making repairs at the beginning of the lease, should FBCT terminate lease prior to the end of the anticipated five (5) years and six (6) months lease, it must repay TPFA the total cost of said repairs and improvements prorated for the period of time the Parking lots were leased prior to termination by FBCT. By way of example, if TPFA spends \$100,000 on improvements to the Parking lots, and FBCT

terminates the lease at the end of three (3) years, the difference of \$45,454.55 shall be repaid to TPFA. The TPFA will document the cost of all improvements and provide copies upon request of FBCT.

7. Legal Approvals.

This Agreement has been duly authorized, executed and delivered by each party and all documents executed by each party which are to be delivered to the other party will be (a) duly authorized, executed and delivered by each party, (b) the legal, valid and binding obligation of each party, and (c) sufficient to convey a leased title and do not violate any provisions of any agreement or judicial order affecting that party.

8. Conditions of Lease.

The obligations of the parties under this Agreement are hereby expressly made subject to the truth and accuracy as of the date of this Agreement of each and every warranty or representation herein made by the other party.

9. No Broker.

The parties hereby warrant and covenant to each other that no real estate brokers or agents are involved in this transaction, with the consequence that no real estate commission shall be paid as a result of the closing of this transaction.

10. Notices.

Any notices required or permitted to be given under this Lease Agreement to the other party shall be in writing, postage pre-paid and will be sent by fax transmission, overnight delivery by courier of choice or registered or certified mail to:

FBCT:
5073 Lavista Road
Tucker, Georgia 30084
Attention: Chairman of the Board

TPFA:
Tucker City Hall
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30084
Attention: City Manager John McHenry

With a Copy to:

Pereira, Kirby, Kinsinger & Nguyen LLP
P.O. Box 1250
Lawrenceville, GA 30046
Attention: Ted Baggett

11. Miscellaneous.

- (a) Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words “person” and “party” include corporation, partnership, individual, form, trust, or association wherever the context so requires.
- (b) Attorney’s Fees. In the event it becomes necessary for either party to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this contract, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitations reasonable attorney’s fees as determined by the court without a jury. As used herein, the term “prevailing party” shall mean as to the plaintiff, obtaining substantially all relief sought, and such term shall mean as to the defendant, denying the obtaining of substantially all relief sought by the plaintiff.
- (c) Time of Essence. The parties hereby agree that this Agreement was entered into with the understanding that time is of the essence.
- (d) Severability. In the event any provision, or any portion of any provision, of this Agreement shall be deemed to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalid, illegal or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Agreement shall be deemed to be severable from all other provisions.
- (e) Inurement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.
- (f) Date of Agreement. The date of this Agreement shall be the date the last party signs a fully executed copy of the Agreement.

12. Modification of Agreement.

No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver

is sought.

13. Entire Contract.

This Agreement constitutes the entire agreement between the parties for the lease of the Parking lots. All terms and conditions contained in any other writings previously executed by the parties regarding the respective properties shall be deemed to be superseded.

14. Mutual Drafting.

Each party has participated in the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

15. Governing Law.

This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.

16. Counterparts.

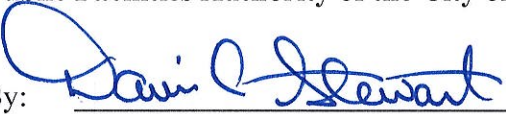
This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute one and the same document.

17. Insurance.

Each party shall carry general liability insurance and provide the other party with a copy of said insurance certificate or policy. To the extent allowed by law, each party shall hold the other harmless for incidents arising on the subject property during each party's respective planned activities.

This Contract is hereby agreed to this 9th day of April, 2024 on behalf of the

Public Facilities Authority of the City of Tucker

By: 

Davis Stewart
Chairperson

This Contract is agreed to this 5 day of MARCH, 2024 on behalf of the
First Baptist Church of Tucker, Inc.

By: Joseph M. Jiggs Trustee Chairman
(Corporate Officer)

By: [Signature] Deacon Chairman
(Corporate Officer)

By: [Signature] Treasurer
(Corporate Officer)

EXHIBIT A



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Parking First Baptist Church



MEMO

To: Honorable Mayor and City Council Members
From: Jackie Moffo, Economic Development Director
CC: John McHenry, City Manager
Date: Monday May 6, 2024
RE: Memo for Bid Contract for Parking Lot Resurfacing for Shared Parking Project

Contract/Document Number: C2024-006-PO24-732

Description for on the Agenda:

- ITB Contract for Downtown Parking Lot Resurfacing for Shared Parking Project

Issue: In order to move forward with the contract agreements outlined in the intergovernmental agreement (IGA) with the Tucker Public Facilities Authority regarding the shared parking contract with Tucker First Baptist Church, the City of Tucker will need to make parking lot improvements to the church property in the form of parking lot resurfacing and restriping.

Recommendation:

Staff recommends that the bid be awarded to the lowest responsive bidder, The Surface Masters, in the amount of \$86,291.67.

Background: The City of Tucker has worked collaboratively with Tucker First Baptist Church to create an agreement for a shared parking lease. Through an IGA with the Tucker Public Facilities Authority, the City of Tucker will provide parking lot improvements to Tucker First Baptist Church in exchange for a five-and-a-half-year lease of 101 parking spaces.

Summary: To move forward with the contract with Tucker First Baptist Church, the City of Tucker must provide the agreed upon parking lot improvements for Tucker First Baptist Church. The scope of the project includes milling and resurfacing, and the installation of striping and signage at the First Baptist Church parking lot located at 5073 Lavista Road. Additionally, minor pothole patching will be done at the parking lot at 2380 Church Street. Nine bids were received.

Financial Impact:

Contract ITB 2024-006 lowest bid, provided by The Surface Masters, is \$86,291.67.



**CONTRACT AGREEMENT
ITB 2024-006 DOWNTOWN PARKING LOT RESURFACING**

This Agreement is made and entered into this ___ day of _____ in the year 2024; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and THE SURFACE MASTERS, INC. (“CONTRACTOR”), located at 1393 Cobb Industrial Way, Marietta, Georgia 30066.

WHEREAS, the City of Tucker is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Tucker; and

WHEREAS, the City of Tucker has caused **Invitation to Bid 2024-006** to be issued soliciting bids from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with these specifications. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **ITB 2024-006**; and

WHEREAS, the City of Tucker deemed the Contractor’s bid to be the lowest responsible and responsive bid per the scope of services.

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Services**), which is attached hereto and incorporated herein, 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. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

- EXHIBIT A – SCOPE OF SERVICES**
- EXHIBIT B – COST PROPOSAL**
- EXHIBIT C – W-9**

EXHIBIT D – CERTIFICATE OF INSURANCE
EXHIBIT E – E-VERIFY AFFIDAVIT
EXHIBIT F – CONTACT INFORMATION
EXHIBIT G – ADDENDUMS
EXHIBIT H – PERFORMANCE AND PAYMENT BONDS
EXHIBIT I – OATH OF NON-COLLUSION

2.0 Key Personnel

The City of Tucker enters into this Agreement having relied upon Contractor providing the services of the Key Personnel, if any. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the bid and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as "**Exhibit B**" (**Cost Proposal**) and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$86,291.50**.

3.2 Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed the City of Tucker project manager and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted. "**Exhibit C**" (**W-9**) is attached hereto and incorporated herein.

3.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, 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.

- 3.4 Set-Off Against Sums Owed by the Contractor. In the event that 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.

4.0 Duration of Contract

- 4.1 Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The term of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.
- 4.2 Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay.

This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

5.0 Independent Contractor

- 5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.
- 5.2 Inasmuch as the City of Tucker and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any

purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

6.0 Indemnification

- 6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.
- 6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

7.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Tucker Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how corrections will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation. If requirements are not remedied City of Tucker has the right to cancel this Agreement with no additional obligation to Contractor.

7.1 Final Completion, Acceptance, and Payment

- 7.1.1 Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor in writing once the date of final completion has been achieved.
- 7.1.2 Final Acceptance is the formal action of the City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its subcontractors, including the amounts and other details thereof. Neither Final Acceptance nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in

accordance with the Contract Documents.

- 7.1.3 Acceptance of final payment by Contractor, or any subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth herein in Section 12.0 Claims and Dispute Resolution.

8.0 Changes

City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

9.0 Change Order Defined

Change Order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

10.0 Insurance

- 10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage in the amount of \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- 10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance)** is attached hereto and incorporated herein.
- 10.3 The Contractor shall submit a Performance Bond and Payment Bond payable to the City of Tucker in the amount of 100% of the total contract price pursuant to Official Code of Georgia Annotated Sections 36-91-70 and 90. **"Exhibit H" (Performance and Payment Bonds)** is attached hereto and incorporated herein.

11.0 Termination

- 11.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
- 11.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - 11.1.2 The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - 11.1.3 The Contractor fails to comply with confidentiality laws or provisions; and/or
 - 11.1.4 The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.
- 11.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:
- 11.2.1 The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
 - 11.2.2 The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - 11.2.3 The Contractor fails to make substantial and timely progress toward performance of the contract;
 - 11.2.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - 11.2.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the

Contract;

- 11.2.6 The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- 11.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.
- 11.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:
- 11.3.1 Immediately terminate the Contract without additional written notice; and/or
- 11.3.2 Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- 11.3.3 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 11.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Vendor for work performed to date as set forth herein in Section 3.0 Compensation. The City shall have no further liability to Vendor for such termination.
- City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.
- 11.5 Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- 11.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- 11.6.1 Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- 11.6.2 Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- 11.6.3 Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- 11.6.4 Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- 11.6.5 Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

12.0 Claims and Dispute Resolution

12.1 Claims Procedure

- 12.1.1 If the parties fail to reach an agreement regarding any dispute arising from the Contract Documents, including a failure to reach an agreement on the terms of any Change Order for City- directed work as provided herein in Section 8 Changes, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- 12.1.2 Contractor shall file its Claim within 120 Days from the City's final instructions in accordance with Section 7.0 Performance, or the date of Final Acceptance, whichever is earlier.
- 12.1.3 The Claim shall be deemed to cover all changes in cost and time (including direct, indirect) impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- 12.1.4 If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- 12.1.5 If any adjustment in the Contract Sum is sought: the exact amount sought and a

breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.

12.1.6 After Contractor has submitted a fully documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

12.2.1 If Contractor disagrees with City's decision rendered in accordance with Section 12.1 above, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its subcontractors,

12.2.2 Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

- (1) Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
- (2) Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
 - (a) All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.
 - (b) If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
 - (c) Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract

without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.

- (d) All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or subcontractor of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

13.0 Confidential Information

- 13.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:
 - 13.1.1 The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
 - 13.1.2 Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - 13.1.3 The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - 13.1.4 The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- 13.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by

law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

- 13.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 13.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 13.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

14.0 Inclusion of Documents

“Exhibit G” (Addendums) and any other Contractor’s documents submitted in response to any ITB or other solicitation from the City, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the ITB or other city solicitation, as amended, and the Contractor's submittal, the language in the former shall govern.

- 14.1 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

15.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

- 15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Tucker contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- (1) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

- (2) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
- (3) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - (a) Any patent that shall result under this contract; and
 - (b) Any patent rights to which the Contractor purchases ownership with grant support
- (4) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (a) The copyright in any work developed under this contract; and
 - (b) Any rights of copyright to which the Contractor purchases ownership with grant support.
- (5) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- (6) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

15.2 Georgia Security and Immigration Compliance Act

15.2.1 The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**E-Verify Form**) and incorporated herein by reference and made a part of this contract.

15.2.2 The Contractor further certifies that any subcontractor employed by Contractor for

the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.

15.2.3 Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

16.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Tucker's prior written consent.

17.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

18.0 Drug-Free and Smoke-Free Workplace

18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

18.3.1 The Contractor has made false certification herein; or

18.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

20.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Tucker all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Tucker pursuant hereto.

21.0 Reporting Requirement

Reports shall be submitted to the Project Manager, as identified in **“Exhibit F” (Contact Information)** which is attached hereto and incorporated herein, on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

24.0 Contractor’s Oath of Non-Collusion

The Oath identified as **“Exhibit I”** is attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF TUCKER:

CONTRACTOR: THE SURFACE MASTERS, INC.

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest:

Bonnie Warne, City Clerk (Seal)


Approved as to form:

Ted Baggett, City Attorney

Exhibit A:
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, resurfacing, marking, and signing of portions of the parking lots located at 5073 Lavista Rd. and 2380 4th St.

This document in its entirety for ITB 2024-006 is available for download on the City of Tucker website: <http://tuckerga.gov/bids> or request via email to procurement@tuckerga.gov. All future communications and supporting documents for ITB 2024-006 will be posted on the  website.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, plans, and specifications.
- City of Tucker ordinances and regulations.
- OSHA standards and guidelines
- MUTCD Guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45- 10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing for approval a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. The bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 90 calendar days of the Notice to Proceed. The contract will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at contractor's expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed within 90 calendar days of the Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days of the Final Inspection.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule prior to or at the preconstruction meeting. This schedule shall accurately represent the intended work and cannot be vague or broad.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the Bid Deadline.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-70 and 90.

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$3,000,000 per occurrence.

MATERIALS

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. All materials shall meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. The contractor shall be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

The contractor shall be responsible for informing the City of when work will be completed at least one week in advance. The City will inform the necessary parties about imminent work to ensure the parking lots are cleared.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time shall Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor shall not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. The Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct their work so as to ensure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin or destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence shall be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations shall be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time shall contractor remove regulatory signing which may cause a hazard to the public.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall, at its own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

PAVEMENT MARKINGS

This work shall include Paint Pavement Markings. Final pavement markings shall be placed at least 7 calendar days but no more than 14 calendar days after placement of final asphalt lift. These final pavement markings shall match the marking layout shown on the provided design drawing, unless specifically directed otherwise by the City. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

immediately by clean-up at which the contractor shall provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. The Contractor shall not allow dust control to restrict visibility of passing traffic or disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. No compaction tests will be required other than a proof roll.
2. All milled areas should be topped as soon as possible, generally by the next day.
3. All paving will require smooth transition joints at side streets.
4. Patching depth will vary depending on the conditions determined by the City inspector. The city and contractor will coordinate to identify patching areas to be marked at a minimum of 7.5' so a milling machine can be used.
5. The use of a MTV (Shuttle Buggy) is not required.
6. Only the northern parking lot will receive full resurfacing, striping, and signage. The southern parking lot will only be patched and striped
7. Parking lot striping is to be painted traffic GREEN to distinguish these as City spaces.

Exhibit B: Cost Proposal

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	TRAFFIC CONTROL	LS	1		
2	RECYCLED ASPH CONC PATCHING INCL BIT MATL & H LIME	TN	36		
3	RECYCL ASPH CONC SP 12.5mm, GP 2 ONLY, INCL BM & HL	TN	360		
4	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	3250		
5	PAINT PVMT MARKING, HANDICAP SYMBOL	EA	6		
6	PAINT SOLID TRAF STRIPE, 4 IN, GREEN (PARKING LOTS)	LF	2350		
9	THERMOPLASTIC TRAF STRIPING, HATCH, GREEN (PARKING LOTS)	SY	128		
10	PAINT TP-1 ARROW, WHITE	EA	5		
11	HANDICAP SIGNPOST	EA	6		
12	HANDICAP PARKING SIGN (CAR)	EA	4		
13	HANDICAP PARKING SIGN (VAN)	EA	2		
	TOTAL				

Company Name: _____

Address: _____

Contact Person: _____

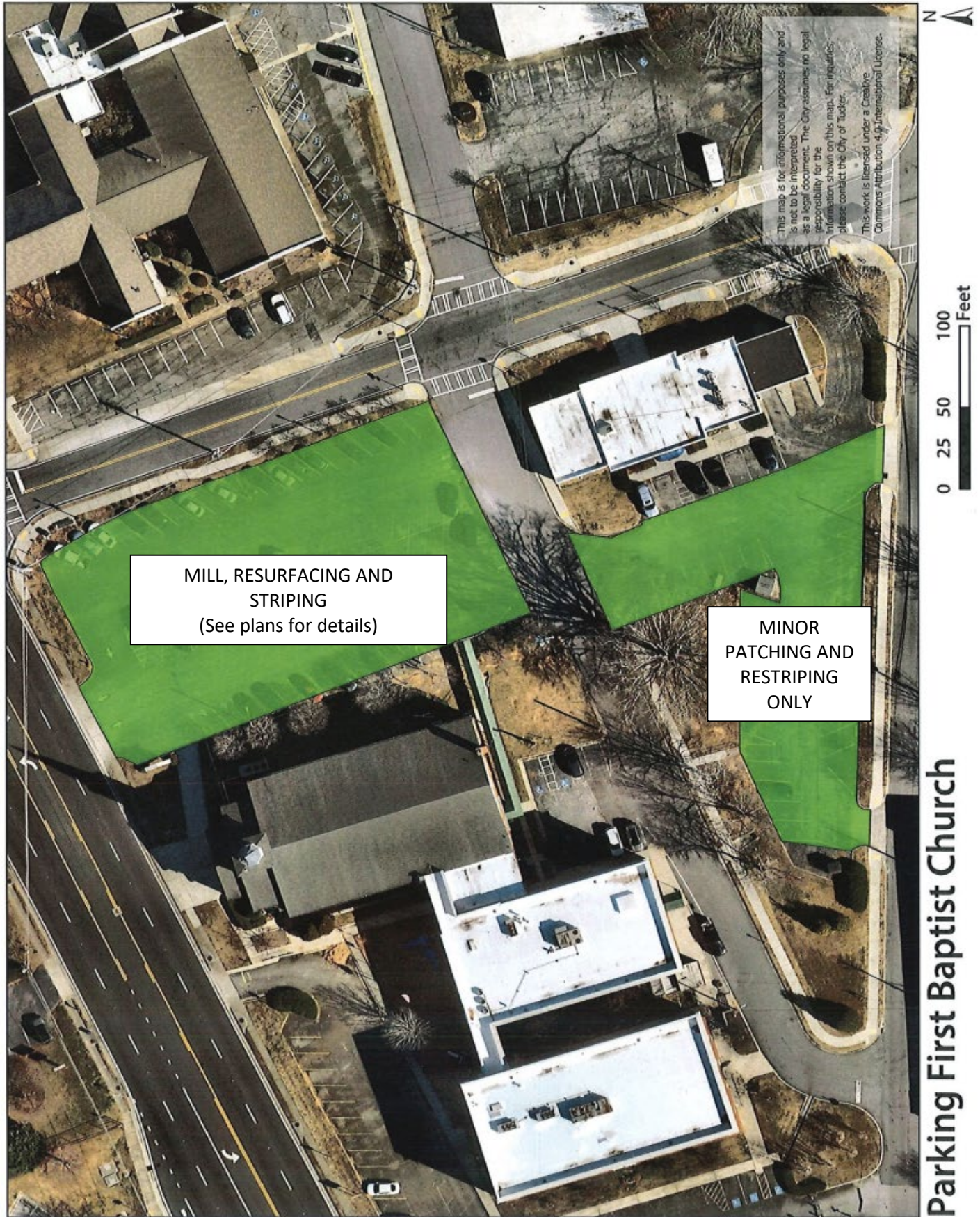
Phone Number: _____

Email Address: _____

Signature: _____

*In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

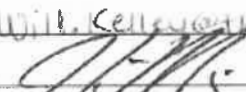
Exhibit C: Overview of Improvement Area



ITB #2024-006 Downtown Parking Lot Resurfacing Project

Exhibit B: Cost Proposal

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	TRAFFIC CONTROL	LS	1	\$2,000	\$2,000
2	RECYCLED ASPH CONC PATCHING INCL BIT MATL & H LIME	TN	36	\$251	\$9036
3	RECYCL ASPH CONC SP 12.5mm, GP 2 ONLY, INCL BM & HL	TN	360	\$161	\$57,960
4	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	3250	\$2	\$6,500
5	PAINT PVMT MARKING, HANDICAP SYMBOL	EA	6	\$4	\$24
6	PAINT SOLID TRAF STRIPE, 4 IN. GREEN (PARKING LOTS)	LF	2350	\$0.37	\$869.50
9	THERMOPLASTIC TRAF STRIPING, HATCH, GREEN (PARKING LOTS)	SY	128	\$69	\$8,832
10	PAINT TP-1 ARROW, WHITE	EA	5	\$4	\$20
11	HANDICAP SIGNPOST	EA	6	\$100	\$600
12	HANDICAP PARKING SIGN (CAR)	EA	4	\$75	\$300
13	HANDICAP PARKING SIGN (VAN)	EA	2	\$75	\$150
	TOTAL				\$86,291.50

Company Name: The Surface Masters, Inc.
 Address: 1393 Cobb Industrial Way, Marietta, GA 30066
 Contact Person: Will Kelley
 Phone Number: 470-522-6295
 Email Address: Will.Kelley@thesurfacemasters.com
 Signature: 

*In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Surface Masters, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1393 Cobb industrial Way

6 City, state, and ZIP code
Marietta, GA 30066

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

2	7	-	2	2	1	2	6	3	1
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

Jan 01, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339	CONTACT NAME: Zane Howard PHONE: (A/C, No, Ext): 678-424-6500 FAX: (A/C, No): 678-424-6527 E-MAIL: ADDRESS: zhoward@sspins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Union Insurance Company NAIC # 25844
	INSURER B: Accident Fund National Insurance Co INSURER C: WESTCHESTER SURPLUS LINES INS CO 10172 INSURER D: Lloyds of London 32727 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 431729961 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPA4551374-40	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CPA4551374-40	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CPA4551374-40	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Y	N/A	AF WCP 100054394 02	9/30/2023	9/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C D	Leased/Rented Equipment Pollution Liability Professional Liability			CPA4551374-40 G71667984 001 ANE5354112.23	9/30/2023 9/30/2023 7/21/2023	9/30/2024 9/30/2024 9/30/2024	Limit 500,000 Each Occ /Aggregate 1000000/1000000 Each Claim /Aggregate 2000000/2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Tucker 1975 Lakeside Parkway, Suite 350 Tucker GA 30234	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	The Surface Masters, Inc.
Solicitation/Bid number or Project Description:	ITB #2024-006

By executing this affidavit, the undersigned contractor 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 under a contract on behalf of the City of Tucker, Georgia 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 contractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

629558
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)
The Surface Masters
 Name of Contractor

1/9/13
 Date of Authorization

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

Justin Meier
 Printed Name (of Authorized Officer or Agent of Contractor)

President
 Title (of Authorized Officer or Agent of Contractor)

J.M.
 Signature (of Authorized Officer or Agent)

4/15/24
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

15 DAY OF April, 2024
[Signature]
 Notary Public

My Commission Expires May 22, 2027



Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: The Surface Masters, Inc.

Date: 4/15/24

Contractor Information:

Primary Contact Person: Will Kelley

Title: Account Manager Telephone Number: 470-522-6295

E-mail Address: Will.Kelley@thesurfacemasters.com

Secondary Contact Person: Jordan Roberts

Title: Director of Sales & Estimating Telephone Number: 678-378-7624

E-mail Address: Jordan.Roberts@thesurfacemasters.com

Preferred Contact for Administration: (i.e. Document Processing) (Choose one)

- Primary Contact
- Secondary Contact

Address: 1393 Cobb Industrial Way, ...

City / State / Zip: Marietta, GA 30066

Mailing Address (if different than above): " "

City / State / Zip: " "

Federal Employee ID Number (FEIN): 27-2212631

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2024-006

DOWNTOWN PARKING LOT RESURFACING

Upon receipt, please print and add to your proposal.

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

COMPANY NAME: The Surface Masters, Inc.
CONTACT PERSON: Will Kelley
ADDRESS: 1393 Cobb Industrial Way
CITY: Marietta STATE: GA ZIP: 30066
PHONE: 770-250-6392 FAX: 770-674-6086
EMAIL ADDRESS: Will.Kelley@thesurfacemasters.com
[Signature] 4/15/24
SIGNATURE DATE

3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This ____ day of _____, 20__.

By: _____, individually and on behalf of Contractor
[signature of Individual And Representative Affiant]

Name: _____

Title: _____

Individual Affiants' signatures and names:

Name:

Name:

Name:

Name:

Name:

Name:

Subscribed and Sworn before me on this
____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:



ITB 2024-006 DOWNTOWN PARKING LOT RESURFACING

BID SUBMISSION SHEET

The register below lists the submitted bids prior to the April 25, 2024 at 1:00 pm deadline.

Any bid or proposal submitted after the due date and time may not be considered for award.

	<u>COMPANY</u>	<u>RECEIVED</u>	<u>BID AMOUNT</u>	
1	K & E Group	04/23/24 2:05pm	\$ 208,349.00	
2	F. S. Scarbrough, LLC	04/24/04 11:01am	\$ 106,185.61	
3	Allied Paving Contractors, Inc.	04/24/24 4:50pm	\$ 120,058.00	
4	Stewart Brothers, Inc.	04/25/24 10:08am	\$ 114,867.80	
5	East Coast Grading, Inc.	04/25/24 10:40am	\$ 129,405.00	
6	Magnum Paving	04/25/24 10:54am	\$ 113,496.86	\$ 113,495.16
7	Vertical Earth, Inc.	04/25/24 11:44am	\$ 105,600.69	
8	The Surface Masters, Inc.	04/25/24 12:31pm	\$ 86,291.50	
9	Summit Construction & Development	04/25/24 12:50pm	\$ 102,741.67	

Opened/Verified by: Marti Coleman 4/25/2024
Date

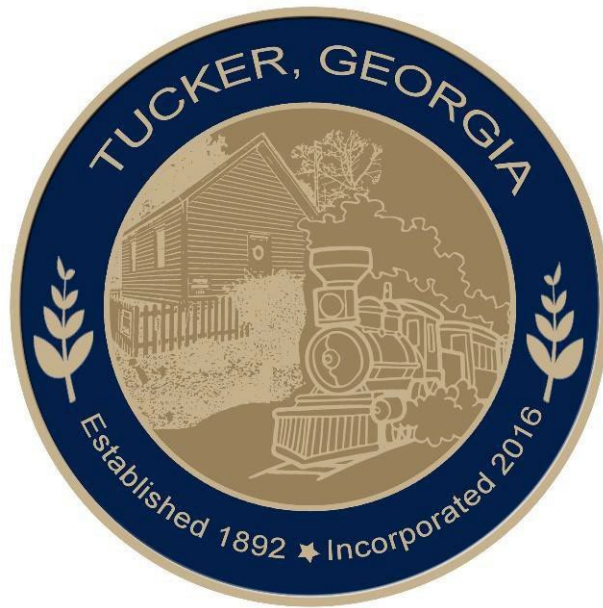
Ken Hildebrandt and Jack Smith

The City of Tucker staff will communicate with each company after the submissions have been validated.

City of Tucker

Invitation to Bid
ITB # 2024-006

DOWNTOWN PARKING LOT RESURFACING



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30234

City of Tucker Invitation to Bid
ITB #2024-006
DOWNTOWN PARKING LOT RESURFACING PROJECT

INVITATION: The City of Tucker, Georgia requests that interested parties submit bids for the Downtown Parking Lot Resurfacing Project. Bids will be accepted until the date and time listed below and will be awarded to the responsive and responsible bidder whose bid, conforming with all the material terms and conditions of the ITB, is the lowest in price. Addenda and updates to this bid manual will be posted on the City of Tucker website <http://tuckerga.gov/bids> or may be requested by email to procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Invitation to Bid Issued	March 26, 2024
Pre-Bid Conference	N/A
Deadline for Questions	April 9, 2024, at 3:00 p.m. (EST)
Responses to Questions Posted (Addenda)	April 11, 2024
Bid Deadline	April 25, 2024, at 1:00 p.m. (EST)
Award at Council Meeting	May 13, 2024 (Tentative)
Completion from Notice to Proceed	90 calendar days

SCOPE OF WORK: Refer to Exhibit A.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov with the subject line “Questions: ITB #2024-006”.

PRE-BID CONFERENCE: A pre-bid conference will not be scheduled for this project.

ADDENDA: Responses to questions received will be by addenda and will be posted on the City website www.tuckerga.gov/bids. The signed acknowledgement issued with each addendum must be submitted with the proposal. It is the vendor’s responsibility to verify if any addenda were created.

SUBMITTAL REQUIREMENTS: Vendor shall submit ITB Responses electronically to procurement@tuckerga.gov with the subject line “Submittal: ITB #2024-006”. The email must contain the vendor’s contact information. Bid Submittal should be one PDF file and named <Company Name>.ITB 2024-006.Bid Submittal.pdf

BID TABULATION: Preliminary Bid results will be posted on the City website, <http://tuckerga.gov/bids> following the bid deadline.

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Unit Price Bid Proposal Form (Exhibit B)
2. W-9 Form (Provided)
3. Certificate of Insurance
4. Contractor Affidavit (Provided)
5. Subcontractor Affidavit (Provided)

ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

6. Bid Bond Form
7. Contact Form (Provided)
8. Proposed List of Subcontractors
9. Related Experience and References
10. Acknowledgement of Addendum issued with each Addendum


All responses must be received electronically by the Bid Deadline. (Addenda will show any schedule updates). No bids will be received orally or by phone. Late bids will not be considered. Bids received after the deadline will be filed unopened. The City of Tucker reserves the right to reject any and all bids or any part, to waive any formalities to make an award and to re-advertise in the best interest of the City.

The city reserves the right to negotiate pricing and may, in its discretion, award a contract to the lowest responsible and responsive bidder submitting the proposal.

Exhibit A:
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, resurfacing, marking, and signing of portions of the parking lots located at 5073 Lavista Rd. and 2380 4th St.

This document in its entirety for ITB 2024-006 is available for download on the City of Tucker website: <http://tuckerga.gov/bids> or request via email to procurement@tuckerga.gov. All future communications and supporting documents for ITB 2024-006 will be posted on the  website.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, plans, and specifications.
- City of Tucker ordinances and regulations.
- OSHA standards and guidelines
- MUTCD Guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45- 10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing for approval a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. The bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 90 calendar days of the Notice to Proceed. The contract will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at contractor's expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed within 90 calendar days of the Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days of the Final Inspection.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule prior to or at the preconstruction meeting. This schedule shall accurately represent the intended work and cannot be vague or broad.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the Bid Deadline.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-70 and 90.

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$3,000,000 per occurrence.

MATERIALS

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. All materials shall meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. The contractor shall be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

The contractor shall be responsible for informing the City of when work will be completed at least one week in advance. The City will inform the necessary parties about imminent work to ensure the parking lots are cleared.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time shall Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor shall not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. The Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct their work so as to ensure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin or destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence shall be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations shall be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time shall contractor remove regulatory signing which may cause a hazard to the public.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall, at its own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

PAVEMENT MARKINGS

This work shall include Paint Pavement Markings. Final pavement markings shall be placed at least 7 calendar days but no more than 14 calendar days after placement of final asphalt lift. These final pavement markings shall match the marking layout shown on the provided design drawing, unless specifically directed otherwise by the City. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

immediately by clean-up at which the contractor shall provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. The Contractor shall not allow dust control to restrict visibility of passing traffic or disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. No compaction tests will be required other than a proof roll.
2. All milled areas should be topped as soon as possible, generally by the next day.
3. All paving will require smooth transition joints at side streets.
4. Patching depth will vary depending on the conditions determined by the City inspector. The city and contractor will coordinate to identify patching areas to be marked at a minimum of 7.5' so a milling machine can be used.
5. The use of a MTV (Shuttle Buggy) is not required.
6. Only the northern parking lot will receive full resurfacing, striping, and signage. The southern parking lot will only be patched and striped
7. Parking lot striping is to be painted traffic GREEN to distinguish these as City spaces.

Exhibit B: Cost Proposal

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	TRAFFIC CONTROL	LS	1		
2	RECYCLED ASPH CONC PATCHING INCL BIT MATL & H LIME	TN	36		
3	RECYCL ASPH CONC SP 12.5mm, GP 2 ONLY, INCL BM & HL	TN	360		
4	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	3250		
5	PAINT PVMT MARKING, HANDICAP SYMBOL	EA	6		
6	PAINT SOLID TRAF STRIPE, 4 IN, GREEN (PARKING LOTS)	LF	2350		
9	THERMOPLASTIC TRAF STRIPING, HATCH, GREEN (PARKING LOTS)	SY	128		
10	PAINT TP-1 ARROW, WHITE	EA	5		
11	HANDICAP SIGNPOST	EA	6		
12	HANDICAP PARKING SIGN (CAR)	EA	4		
13	HANDICAP PARKING SIGN (VAN)	EA	2		
	TOTAL				

Company Name: _____

Address: _____

Contact Person: _____

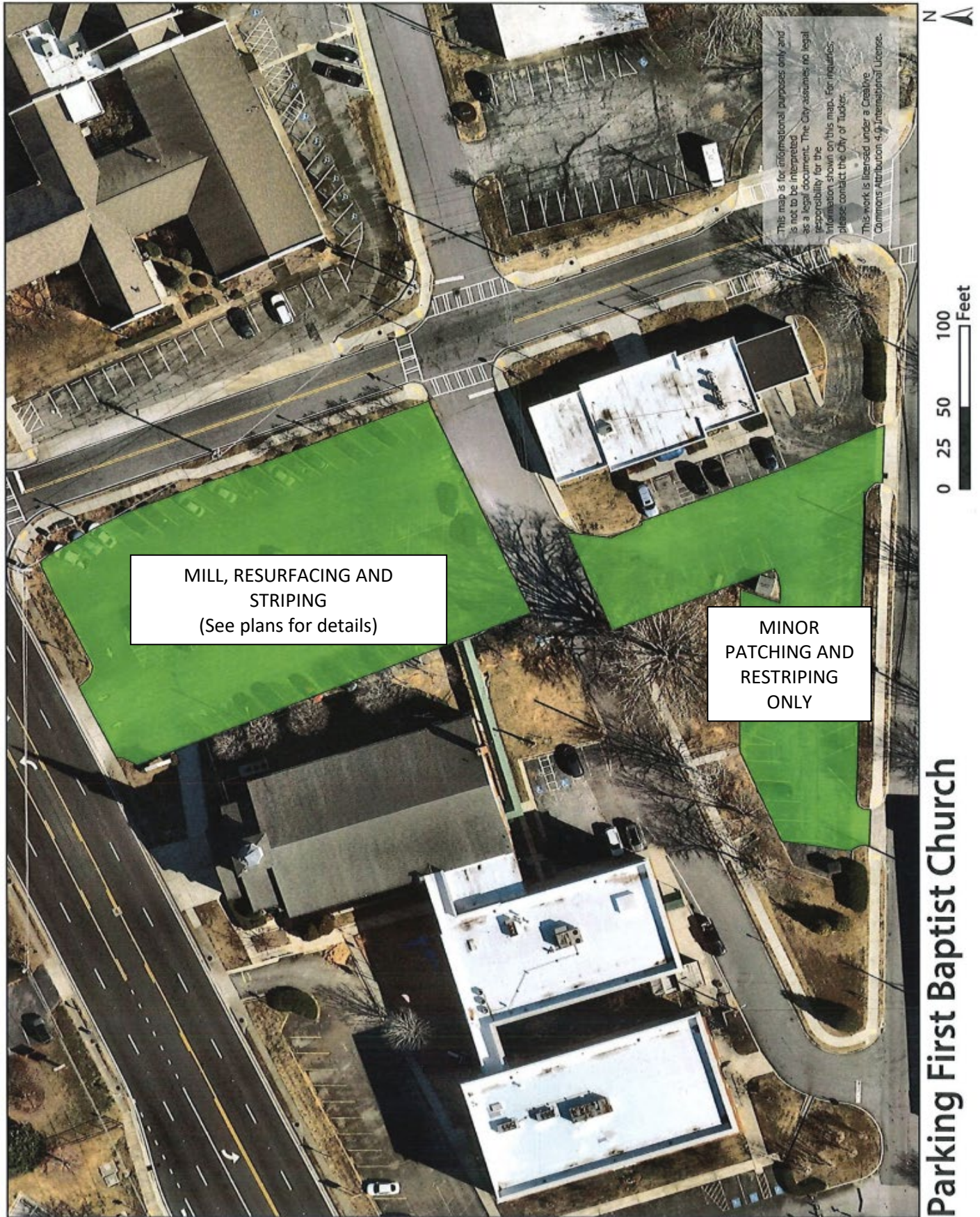
Phone Number: _____

Email Address: _____

Signature: _____

*In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

Exhibit C: Overview of Improvement Area



Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate
<input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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or								
Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	
Solicitation/Bid number or Project Description:	

By executing this affidavit, the undersigned contractor 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 under a contract on behalf of the City of Tucker, Georgia 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 contractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

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: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	
Subcontractor's (Your) Name	
Solicitation/Bid number or Project Description:	

By executing this affidavit, the undersigned subcontractor 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 under a contract on behalf of the City of Tucker, Georgia 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 subcontractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Date of Authorization

Name of Subcontractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) _____ at

(Address of Contractor) _____

(Corporation, Partnership and / or Individual) hereinafter called Principal, and

(Name of Surety) _____

(Address of Surety) _____

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held, and firmly bound unto

(Name of Obligee) City of Tucker Georgia

(Address of Obligee) 1975 Lakeside Parkway, Suite 350, Tucker, Georgia 30084

Hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Tucker, Georgia, a proposal for furnishing materials, labor, and equipment for:

**ITB # 2024-006
DOWNTOWN PARKING LOT RESURFACING**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Tucker, Georgia,

upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 13-10-20, et. Seg. And § 36- 91-50, et. Seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20 ____ .

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(SEAL)

(Address)

(Witness as to Surety)

Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: _____

Date: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Preferred Contact for Administration: (i.e. Document Processing) (Choose one)

Primary Contact

Secondary Contact

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

Federal Employee ID Number (FEIN): _____