



Mayor & City Council  
Regular Meeting Agenda

Monday, August 9, 2021, 7:00 PM

Tucker City Hall

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

Members:

Frank Auman, Mayor

Pat Soltys, Council Member District 1, Post 1

Matt Robbins, Council Member District 2, Post 1

Michelle Penkava, Council Member District 3, Post 1

Vacant, Council Member District 1, Post 2

Noelle Monferdini, Council Member District 2, Post 2

Anne Lerner, Council Member District 3, Post 2

=====

This meetings held in person and electronically via Zoom <https://us02web.zoom.us/j/81572479700> or Phone (Toll Free) 888-788-0099 ID: 815 7247 9700

---

Pages

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

The pledge will be led by the new staff of the City of Tucker.

**D. MAYOR'S OPENING REMARKS**

D.1. Staff Introductions

D.2. Proclamation P21-07 In Honor of Tucker Manufacturing Day 4

**E. PUBLIC COMMENTS**

**F. APPROVAL OF THE AGENDA**

**G. APPROVAL OF THE MINUTES**

G.1. Regular Meeting - July 12, 2021 6

**H. STAFF REPORTS**

**I. OLD BUSINESS**

I.1. Ordinance O2021-07-12 14  
Courtney.Smith

- Second Read and Public Hearing of an Ordinance to Amend the City of Tucker Code

**J. NEW BUSINESS**

J.1.	Ordinance O2021-08-13 Courtney.Smith	26
	- First Read and Public Hearing of an Ordinance for a Special Land Use Permit (SLUP-21-0002) in Land Lot 210 of the 18th District to allow Automobile Repair or Maintenance, Minor for Auto MD at 2101 Northlake Parkway	
J.2.	Ordinance O2021-08-14 Robert.Porche	79
	- First Read and Public Hearing of an Ordinance to Amend the FY22 Budget	
J.3.	Resolution R2021-08-15 Robert.Porche	85
	- A Resolution for the Coronavirus State and Local Fiscal Recovery (ARPA) Funds Grant Acceptance	
J.4.	Resolution R2021-08-14 John.McHenry	96
	- A Resolution to Appoint a Member to the City of Tucker Urban Redevelopment Agency	
J.5.	Contract C2021-012-SP2014 Carlton.Robertson	98
	- Contract Award for Rosenfeld Park Sidewalk/Parking Project	
J.6.	Contract TO30-2018-016-CE2108/SP2009 Ken.Hildebrandt	104
	- Contract Award for Engineering Services: Sidewalk/Trail Design on Cooledge & Hugh Howell Roads	
J.7.	Contract TO31-2018-016-CE2108 Ken.Hildebrandt	121
	- Contract Award for Old Norcross Road Sidewalk Right-of-Way Acquisition Services	
J.8.	Contract TO32-2018-016-SP2104 Ken.Hildebrandt	127
	- Contract Award for Engineering Services for Brockett Road Traffic Calming Design	

**K. MAYOR AND COUNCIL COMMENTS**

**L. EXECUTIVE SESSION**

- As Required

- L.1. For the Purpose of Litigation
- L.2. For the Purpose of Real Estate

**M. ACTION AFTER EXECUTIVE SESSION**

- As needed

**N. ADJOURNMENT**



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Matt Holmes, Director of Communications and Administrative Services  
**CC:** Tami Hanlin, City Manager  
**Date:** August 4, 2021  
**RE:** 8-9-21 Manufacturing Day Proc Supporting Documents

---

**Issue:**

On August 25, 2021 the City of Tucker will hold its second Manufacturing Day event.

**Recommendation:**

Issuing a proclamation for Manufacturing Day will help draw attention to this event as we push for industry leaders to sign up and participate.

**Background:**

Partnering with the CIDs, Tucker held its first Manufacturing Day in April of 2019. The hope was to have an annual event, but last year's pandemic made it impossible to host the event in 2020.

**Summary:**

n/a

**Financial Impact:**

None



# Proclamation

In honor of Tucker



Manufacturing Day

**Whereas**, the City of Tucker  
businesses; and

is home to thousands of licensed

**Whereas**, the City of Tucker features two thriving Community Improvement Districts, the  
Tucker-Northlake CID and Tucker Summit CID; and

**Whereas**, these partners are coming together on August 25 to showcase Tucker's  
industrial and manufacturing corridors; and

**Whereas**, the City of Tucker continues to be a regional model for smart economic growth;  
and

**Whereas**, the role of our business community is pivotal in the success of our City;

**Now, therefore let it be proclaimed**, by the Mayor and City Council of  
the City of Tucker that August 25, 2021 will be Manufacturing Day in the City of Tucker.

**In witness whereof**, I have hereunto set my hand and caused the Seal of the City of  
Tucker to be affixed this 9<sup>th</sup> day of August 2021.

Attest:

---

Frank Auman, Mayor

---

Bonnie Warne, City Clerk



**MAYOR & CITY COUNCIL  
REGULAR MEETING MINUTES**

**Monday, July 12, 2021, 7:00 PM  
Tucker City Hall  
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

Members Present: Frank Auman, Mayor  
Matt Robbins, Council Member District 2, Post 1  
Michelle Penkava, Council Member District 3, Post 1  
Anne Lerner, Council Member District 3, Post 2

Members Absent: Pat Soltys, Council Member District 1, Post 1  
Vacant, Council Member District 1, Post 2  
Noelle Monferdini, Council Member District 2, Post 2

---

**A. CALL TO ORDER**

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

**B. ROLL CALL**

The above were in attendance. Councilmembers N. Monferdini and P. Soltys excused absence.

**C. PLEDGE OF ALLEGIANCE**

The pledge was led by the Tucker Swim Team, who won their District Meet and qualify for the State Meet.

**D. MAYOR'S OPENING REMARKS**

Mayor Auman commented that the Fireworks Event was a successful event, that we received 18 new Occupational Tax Certificates since last month, and to sign up for the In-Tucker magazine.

Mayor Auman mentioned that the meetings were held electronically during the Declaration of Emergency Order and now that the Order has been lifted, the new law allows that so long as a quorum is present in person, a member may participate by teleconference if necessary due to reasons of health or absence from the jurisdiction so long as the other requirements of this chapter are met. Absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference pursuant to this subsection more than twice in one calendar year. Public comments and public hearings will be held in person.

**E. PUBLIC COMMENTS**

Mayor Auman stated that the meeting follows Robert's Rules of Order and the Rules of Decorum that public comment is limited to 2 minutes per person, that it is not an opportunity for dialogue.

Public comments were heard from 3 citizens on a non-discrimination ordinance.

**F. APPROVAL OF THE AGENDA**

Motion to approve the agenda as presented passed unanimously.

MOVER: M. Robbins

SECONDER: M. Penkava

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

**G. APPROVAL OF THE MINUTES**

**G.1 Regular Meeting - June 14 ,2021 7:00 PM**

Motion to approve the minutes as presented passed unanimously.

MOVER: M. Robbins

SECONDER: M. Penkava

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

**G.2 Special Called Meeting - June 28, 2021 11:00 AM**

Motion to approve the minutes as presented passed unanimously.

MOVER: M. Robbins

SECONDER: M. Penkava

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

**G.3 Special Called Meeting - June 28, 2021 6:45 PM**

Motion to approve the minutes as presented passed unanimously.

MOVER: M. Robbins

SECONDER: M. Penkava

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

#### **G.4 Work Session - June 28, 2021 7:00 PM**

Motion to approve the minutes as presented passed unanimously.

MOVER: M. Robbins

SECONDER: M. Penkava

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

#### **H. STAFF REPORTS**

##### **H.1 Presentation on Financials**

Finance Director Robert Porche gave a presentation of the June 2021 Interim Financials:

- General Fund Revenues are \$1,548,517 above the prior fiscal year. Currently, occupational tax certificate Revenues are at \$4.419m for 2021. Title Ad-Valorem Taxes are at 171% of budget. Property Taxes Revenues are at 1.851m; which is \$351,094 over budget. Building Permits are at 145% of budget. Several Revenue streams are rebounding; Parks & Recreation program fees and Municipal Court fines are trending upward.
- General Fund Expenditures are at 79.31% of budget including fully funding the Transfer to Capital of 4.033m. It is still anticipated that expenditures will not exceed budgeted amounts at the legal level of control with a payroll accrual remaining. Any other June invoices will be posted back to FY21.
- SPLOST revenues continue to hold the budget line as it is 7.39% above last year's collections. Expenditure in SPLOST are at 39.71% with several projects in progress.
- Hotel/ Motel Taxes are still down from the prior year at -4%. May 2021 was the largest amount of taxes collected this fiscal year at \$101,866.99. This shortage will impact the amount of money provided to Discover DeKalb, as the City of Tucker sends 40% of every tax dollar collected to Discover DeKalb.

##### **H.2 Presentation on Sidewalk Priorities**

City Engineer Ken Hildebrandt gave a presentation on the FY22 Sidewalk Improvement Locations:

- Church St.: Lynburn Dr. through Hearthside Club 1100 ft.
- Old Norcross Rd.: Spring Glen Dr. through Tucker -Reid H. Cofer Library 3250 ft.
- Tucker Industrial Rd.: Bruster's through RV of Tucker 4,400 ft.
- Montreal Rd.: Georgia MLS through Alcan Way 940 ft.
- Brockett Rd.: Lee Dr. 1800 ft. -Brockett Elementary 400 ft. -Tucker Meat Market through Lawrenceville Hwy 470 ft.

- Cooledge Rd.: QuikTrip through Edinburgh Way 2,890 ft. -Carrington Pointe through the Chevron 560 ft.

## **I. OLD BUSINESS**

### **I.1 Ordinance O2021-06-10**

Finance Director Robert Porche spoke on the second read of the amendment to the FY21 Budget.

Mayor Auman opened a public hearing which nobody spoke in favor or opposition. Public hearing closed.

Motion to adopt ordinance O2021-06-10 to amend the FY21 Budget as presented passed unanimously.

MOVER: A. Lerner

SECONDER: M. Penkava

O2021-06-10

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

### **I.2 Ordinance O2021-06-11**

City Attorney Brian Anderson spoke on the second read of an ordinance for a franchise agreement with the City of Norcross.

Motion to adopt ordinance O2021-06-11 as presented passed unanimously.

MOVER: A. Lerner

SECONDER: M. Penkava

O2021-06-11

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

## **J. NEW BUSINESS**

### **J.1 Intergovernmental Agreement**

John McHenry, Economic Development Director/Assistant City Manager spoke on Intergovernmental Agreement (IGA) with DeKalb County for their contribution of \$100,000 to the Flintstone Signal Project. These are \$50,000 contributions from Commissioner Patrick and Commissioner Cochran-Johnson.

Motion to adopt the IGA as presented passed unanimously.

MOVER: M. Penkava

SECONDER: M. Robbins

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

**J.2 Contract C2021-009-CE2209**

City Engineer Ken Hildebrandt spoke on the bid for the full depth reclamation and resurfacing of Rosser Road from Hugh Howell Road to the Gwinnett County line. Six bids were received. \$500,000 will be funded from the capital project fund in the FY22 budget and the remaining \$404,425.40 from Capital Project Contingency.

Motion to award the contract to MHB Paving Inc for \$904,425.40 passed unanimously.

MOVER: M. Penkava

SECONDER: M. Robbins

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

**J.3 Contract TO2021-29-2018-016-CE2209**

City Engineer Ken Hildebrandt spoke on the on-call Construction Engineering & Inspection Services (CEI) to perform daily inspections, recommend invoice approvals, respond to citizen complaints, and ensure that the project is constructed to city specifications for the Rosser Road Full Depth Reclamation and Resurfacing Project.

Motion to award the Task Order #29 Contract to Southeastern Engineering Inc (SEI) for \$37,500.00 passed unanimously.

MOVER: M. Robbins

SECONDER: M. Penkava

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

**J.4 Contract C2021-010-CM2201/CM2004**

City Engineer Ken Hildebrandt spoke on the bid for the asbestos removal and demolition of the Old Library on Church Street and four residential properties on Lavista Road. The scope of the project includes asbestos abatement, demolition, site grading, and stabilization. The short-term use of the property will be a passive park. Seven bids were received. Funded from the City Manager's FY22 capital budget.

Motion to award the contract to Tristar America, LLC in the amount of \$97,000.00 passed unanimously.

MOVER: A. Lerner

SECONDER: M. Penkava

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

#### **J.5 Contract Q2021-07-12-SP2104**

City Intern Jack Smith spoke on the solar operated digital speed detection signs on collector roads throughout the City of Tucker. three quotes were received. Funded from the SPLOST Quick Response account.

Phase 1 Locations:

- Location 1: Lilburn Stone Mountain Rd. Southbound on existing Speed Limit sign near Lilburn Stone Mountain Rd. and Silversmith Ln.
- Location 2: Rosser Rd. Southbound on new Speed Limit sign near Oxbow Rd.
- Location 3: Old Norcross Rd. Northbound on existing Speed Limit sign near Old Norcross Rd. and Leonora Dr.
- Location 4: Idlewood Rd. Southbound on new Speed Limit sign near Idlewood Rd. and 1338 Idlewood Rd.
- Location 5: Idlewood Rd. Northbound on new Speed Limit sign near Idlewood Rd. and 1321 Idlewood Rd.
- Location 6: Brockett Rd. Southbound on new Speed Limit sign near Brockett Rd. and 2035 Brocket Rd.
- Location 7: Midvale Rd. Westbound on new Speed Limit sign near 3638 Midvale Rd.
- Location 8: Brockett Rd. Northbound on existing Speed Limit sign near 1727 Brockett Rd.

Motion to award the contract to Paula F. Price Enterprises LLC for \$30,869.60 passed unanimously.

MOVER: M. Penkava

SECONDER: A. Lerner

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

**J.6 Contract TO2021-12-2019-037-PR2105/PR2201**

Parks and Recreation Director Carlton Robertson spoke on the task order for the development of the construction documents and bid packet for the field, infrastructure, lighting, video/sound board and facilities for the Fitzgerald Stadium upgrades.

Motion to award the contract to Keck & Wood Collaboration by Design for \$64,200.00 passed unanimously.

MOVER: A. Lerner

SECONDER: M. Robbins

AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

**J.7 Ordinance O2021-07-12**

Planning and Zoning Director Courtney Smith spoke on the first read of an ordinance to amend the Tucker Code CH 46 Zoning as it relates to auto regulations. (TA-20-003).

Mayor Auman held a public hearing which nobody spoke in favor or opposition. Public hearing closed.

**FIRST READ**

**K. MAYOR AND COUNCIL COMMENTS**

The Mayor and Council thanked everyone for attending, thanked the staff and police dept. for all they do, mentioned that school starts the beginning of Aug to be careful and slow down, and that COVID is still around to continue to be vigilant.

**L. EXECUTIVE SESSION - None**

**M. ACTION AFTER EXECUTIVE SESSION - None**

**N. ADJOURNMENT**

MOVER: M. Penkava

SECONDER: A. Lerner

Motion to Adjourn at 8:43 PM passed unanimously.



AYES: (4): F. Auman, M. Robbins, M. Penkava, and A. Lerner

ABSENT: (3): P. Soltys, Vacant, Council Member District 1, Post 2, and N. Monferdini

**APPROVED (4 to 0)**

---

APPROVED: Frank Auman, Mayor

---

ATTEST: Bonnie Warne, Clerk

---

Date Approved



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Courtney Smith, Planning and Zoning Director  
**CC:** Tami Hanlin, City Manager  
**Date:** July 7, 2021  
**RE:** Zoning Ordinance Text Amendment: TA-21-0001

---

### Issue:

Staff has identified several concerns with existing auto businesses which include life safety, environmental issues, vehicle storage, uses expanding outside of what is permitted by their Occupational Tax Certificate, and lack of conformity with the Comprehensive Plan.

### Recommendation:

Staff recommends code amendments to strengthen and clarify our code as it relates to auto regulations.

### Background:

MCC discussed the possibility of a text amendment regarding auto uses at their March 22, 2021 Work Session. Planning Commission recommended approval of the text amendment at their June 17, 2021 meeting.

### Summary:

Changes to Northlake Use Regulations in Article 3:

- Remove SLUP option for *automobile repair or maintenance, minor* in NL-4
- Change *automobile upholstery shop* from "P" to "SP" in NL-1, NL-2, NL-3
- Remove option for *retail automobile parts or tire store* in NL-4
- Change *retail automobile parts or tire store* from "P" to "SP" in NL-1, NL-2, NL-3

Changes to Article 4 Use Table Include:

- Remove *automobile brokerage* as a permitted use in MU-2, MU-3, and MU-4/5
- Remove *used parts dealer* as a permitted use in MU-2, MU-3, and MU-4/5

Changes to Article 4 Supplement Regulations for *Automotive sales and service; boat, trailer sales and service*:

- Separate supplemental regulations for each use into numbered sections.
- Under *automobile and truck sales*:
  - Change provision regarding other uses on site.

- Under *automobile repair, major, and paint shops*:
  - Add language about how long vehicles can be on site; Add inventory lot requirement
  - Add restrictions on auto sales/brokerage on the same property or building
- Under *automobile repair and maintenance establishments, minor*:
  - Add language about how long vehicles can be on site; Add inventory lot requirement
  - Add restrictions on auto sales/brokerage on the same property or building
- Under *boat and boat trailer sales*:
  - Add minimum lot size requirement of 3 acres
- Under *trailer and RV salesrooms and sales lots*:
  - Add minimum lot size requirement of 3 acres
- Add a new section: (m) *automobile brokerage*
  - Supplemental regulations include office space provisions and distance separation requirements
- Add/reserve new sections: (n) to (p) *Reserved*
- Add a new section: (q) for *Additional supplemental regulations for all auto uses in this Section*
  - Supplemental regulations include striped spaces, stacking, drive aisles, access, paved surfaces, tags, parking area landscaping, floor plan requirements, and prohibition of vehicles in the right-of-way.

**Financial Impact: None**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF TUCKER, GEORGIA, FOR THE PURPOSE OF AMENDING THE ZONING ORDINANCE FOR TUCKER, GEORGIA, INCLUDING REVISING ARTICLE 3, TABLE 3.9 NORTHLAKE DISTRICT ALLOWED USES; AND REVISING ARTICLE 4 TO AMEND TABLE 4.1. USE TABLE AND SEC. 46-1157 SUPPLEMENTAL USE REGULATIONS FOR AUTOMOTIVE SALES AND SERVICE; BOAT, TRAILER SALES AND SERVICE.**

**WHEREAS**, The Mayor and City Council desires to promote the public health, safety, and general welfare of the residents of the city; and,

**WHEREAS**, the Mayor and City Council desires to ensure adequate life safety access and environmental protections on automobile related sites within the city; and

**WHEREAS**, the Mayor and City Council desires to facilitate the creation of a convenient, attractive and harmonious community; and

**WHEREAS**, the Mayor and City Council desires to encourage an aesthetically attractive environment, both built and natural, and to provide for regulations that protect and enhance these aesthetic considerations; and

**WHEREAS**, the Mayor and City Council desires to preserve and improve gateways; and

**WHEREAS**, the Mayor and City Council desires to provide clarity on existing regulations; and

**WHEREAS**, the Mayor and City Council desires to achieve compliance with all applicable state and federal regulations; and

**WHEREAS**, the Mayor and City Council desires to provide for protection of the constitutional rights and obligations of all citizens within the city; and

**WHEREAS**, the Mayor and City Council wish to amend Article 3, Section 46-1035, Table 3.9 Northlake District Allowed Uses regarding automobile repair or maintenance, minor; automobile upholstery shop; and retail automobile parts or tire store as shown in Exhibit A; and

**WHEREAS**, the Mayor and City Council wish to revise Article 4, Section 46-1124, Table 4.1 Use Table regarding automobile brokerage and used parts dealer as shown in Exhibit A; and

**WHEREAS**, the Mayor and City Council wish to revise Article 4, Section 46-1157 regarding automobile and truck sales; automobile repair, major, and paint shops; automobile

repair and maintenance establishments, minor; automobile, truck and trailer lease and rental; boat and boat trailer sales; trailer and RV salesrooms and sales lots as shown in Exhibit A; and

**WHEREAS**, the Mayor and City Council wish to add supplemental regulations in Article 4, Section 46-1157 for automobile brokerages; reserved sections; and additional supplemental regulations for all auto uses in this Section as shown in Exhibit A; and

**WHEREAS**, Notice to the public regarding said amendment has 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 July 12, 2021 and August 9, 2021; and

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

**NOW THEREFORE**, the Mayor and City Council of the City of Tucker while in Regular Session on August 9, 2021, hereby ordains and approves the amendment of Article 3 and 4 as shown in Exhibit A.

So effective this 9<sup>th</sup> day of August 2021.

Approved by:

\_\_\_\_\_  
Frank Auman, Mayor

Attest:

\_\_\_\_\_  
Bonnie Warne, City Clerk

SEAL

Sec. 46-1035. - Use regulations.

- (a) Table 3.9 indicates the permitted uses within the NL districts.
- (b) The uses listed in table 3.9 are only permitted in the district identified, and no use may be established and no structure associated with such use may be erected, structurally altered or enlarged unless the use is permitted as:
  - (1) A permitted use (P);
  - (2) A special use (SP) subject to the special land use permit application procedures specified in article VII;
  - (3) An administratively approved use (SA) subject to the special administrative permit procedures specified in article VII;
  - (4) An accessory use (Pa) as regulated by article IV or the applicable NL district. Table 3.9 does not list all accessory uses but clarifies uses acceptable as accessory, though not typically considered principal uses for the zoning classification.
  - (5) Uses lawfully established prior to the effective date of this Division or this Zoning Ordinance, as applicable.
- (c) Multiple uses are allowed in a single building and on a single site.
- (d) Any use not listed in table 3.9 or interpreted to not be allowed by the community development director by section 46-1124 is not allowed. Any applicant denied a permit to allow a use of property in an NL district other than as provided in this section may file an appeal before the zoning board of appeals as provided in article VII.
- (e) Uses subject to additional regulations in article IV, division 2 of this chapter are indicated. Unless otherwise expressly stated, compliance with these regulations is required regardless of whether the use is permitted as-of-right, as an accessory use, by special administrative permit, or by special land use permit.

Table 3.9 Northlake District Allowed Uses					
Use	Northlake District				See Art. IV Div. 2
	NL-1	NL-2	NL-3	NL-4	
COMMERCIAL					
Automobile, boat and trailer sales and service					
Automobile or truck rental or leasing facilities					
Automobile brokerage					
Auto recovery, storage					
Automobile repair or maintenance, minor	SP	SP	SP	SP	✓

Automobile repair, major			SP		✓
Automobile sales or truck sales					
Automobile service stations	SP	SP	SP		✓
Automobile upholstery shop	<u>SP</u>	<u>SP</u>	<u>SP</u>		
Boat sales					
Car wash, hand wash	SP	SP	SP		✓
Car wash, automatic	SP	SP	SP		✓
Emission station					
Retail automobile parts or tire store	<u>SP</u>	<u>SP</u>	<u>SP</u>	P	✓
Service area, outdoor					
Trailer or RV salesroom and lot					
Used Parts Dealer					

Table 3.9 Notes:

- [1] Only allowed on lots used for a single-family detached dwelling that meet the requirements of article IV, division 2 of this chapter.
- [2] Not to exceed 5,000 square feet per use unless approved by special land use permit. Not to exceed 10,000 square feet by special land use permit.

(Ord. No. O2019-04-15, exh. A(3.3.5), 6-26-2019; Ord. No. [O2020-03-07](#), exh. A, 3-23-2020)

## ARTICLE IV. - USE REGULATIONS

### DIVISION 1. - GENERALLY

#### Sec. 46-1123. - Overview of use categories and use table.

The regulations contained within this article shall apply to all zoning districts within the city, including special districts outlined in article 3 except as otherwise specified herein. Certain uses require imposition of additional regulations to mitigate environmental, visual and infrastructure impacts. Dimensions, site location and architectural requirements shall be indicated on required site development plans.

(Ord. No. 2016-06-07, att. (4.1.1), 7-11-2016; Ord. No. [O2020-03-07](#), exh. A, 3-23-2020)

#### Sec. 46-1124. - Interpretation of unlisted uses.

Where a particular use is not specifically listed in table 4.1, the planning and zoning director shall have the authority to permit the use if the use is similar to uses permitted by this article. The planning and zoning director shall give due consideration to the purpose and intent statements contained in this zoning ordinance concerning the base zoning districts involved, the character of the uses specifically identified and the character of the uses in question.

(Ord. No. 2016-06-07, att. (4.1.2), 7-11-2016; Ord. No. [O2020-03-07](#), exh. A, 3-23-2020)

#### Sec. 46-1125. - Use table.

Table 4.1 indicates the permitted uses within the base zoning districts. Even though a use is listed as an allowable use within a particular base zoning district, additional use restrictions may apply based on the applicable overlay zoning district requirements specified in article III of this chapter.

- (1) The uses listed in table 4.1 shall be permitted only within the zoning districts identified, and no use shall be established and no structure associated with such use shall be erected, structurally altered or enlarged unless the use is permitted as:
  - a. A permitted use (P);
  - b. A special use (SP) subject to the special land use permit application procedures specified in article VII of this chapter;
  - c. An administratively approved use (SA) subject to the special administrative permit procedures specified in article VII of this chapter;
  - d. An accessory use (Pa) as regulated by this article IV of this chapter. Table 4.1 does not list all accessory uses but clarifies uses acceptable as accessory, though not typically considered principal uses for the zoning classification;
  - e. Uses lawfully established prior to the effective date of the ordinance from which this chapter is derived.
- (2) Any use not listed in table 4.1 or interpreted to be allowed by the planning and zoning director pursuant to section 46-1224 is prohibited. Any applicant denied a permit to allow a use of property in a zoning district other than as provided in this section may file an appeal before the zoning board of appeals as provided in article VII of this chapter.
- (3) If there is a conflict between table 4.1 and the text of this chapter, the text shall prevail.



Table 4.1. Use Table

Key:

P—Permitted use; SA—Special administrative permit from director of planning; Pa—Permitted as an accessory use; SP—Special land use permit from BoC (SLUP)

Table 4.1. Use Table																									
Use	RE	RLG	R-100	R-85	R-75	R-60	RSM	MR-1	MR-2	HR-1,2,3	MHP	RNC	OI	OIT	NS	C-1	C-2	OD	M	M-2	MU-1	MU-2	MU-3	MU-4,5	See div. 2 of this article
COMMERCIAL																									
Automobile, Boat and Trailer Sales and Service																									
Automobile or truck rental or leasing facilities																SP	P		P	P					✓
Automobile brokerage													P	P		P	P		P			Ⓟ	Ⓟ	Ⓟ	✓
Auto recovery, storage																			P	P					✓
Automobile repair or maintenance, minor																SP	SP		P						✓
Automobile repair, major																	SP		P	P					✓
Automobile sales or truck sales																SP	P		P	P					✓
Automobile service stations															SP	SP	SP		P	P					✓
Automobile upholstery shop																	P		P	P					
Boat sales																SP	P		P						✓
Car wash, hand wash																	SP		P						✓

Car wash, automatic														SP	SP		P									✓
Emission stations														SP	SP	SP		P	P							✓
Retail automobile parts or tire store															SP	P		P								✓
Service area, outdoor																Pa		Pa	Pa							✓
Trailer or RV salesroom and lot															SP	P		P								✓
Used Parts Dealer												P	P		P	P		P			P		P	P	P	✓

Secs. 46-1126—46-1143. - Reserved.

## DIVISION 2. - SUPPLEMENTAL USE REGULATIONS

Sec. 46-1157. - Automotive sales and service; boat, trailer sales and service.

~~(a) (a)~~ Automobile and truck sales.

1. Where a lot is used for automobile or truck and trailer sales, all inventory vehicles parked outdoors shall be set back at least ten feet from the street right-of-way. The ten-foot setback from the street right-of-way shall comply with section 46-1337(d)(3).
2. No other ~~unrelated retail uses~~ shall be on the same property or in the same building with automobile and truck sales, with the exception of accessory services offered by the primary business.
- 4.3. The automobile and truck sales lot shall be on a lot no less than three acres in area.

~~(b) (b)~~ Automobile repair, major, and paint shops.

1. Major automobile repair and paint shops shall not be permitted on property located within 300 feet of any property used for a school, park, playground or hospital.
2. All activities shall be carried on entirely within an enclosed building, unless in M (Light Industrial) District. Outdoor repair and paint shops in the M (Light Industrial) District require a special land use permit. For purposes of determining whether a building is enclosed, the use of open overhead bay doors that can be closed shall be permitted.
3. Cars awaiting service shall be stored inside an enclosed building or in the side or rear yard.
4. Vehicles shall not be stored on site for more than 60 days. An inventory log shall be maintained at all times that includes each vehicle on site, the type of repair needed, the date the vehicle arrived on site, and the date the service is complete.

4.5. No automobile sales or automobile brokerages are permitted on the same property or in the same building as this use.

(c) (e) *Automobile repair and maintenance establishments, minor.*

1. All minor automobile repair and maintenance establishment operations, including the servicing of vehicles, storage of materials and similar activities connected with the use, shall be conducted entirely within an enclosed building. For purposes of determining whether a building is enclosed, the use of open overhead bay doors that can be closed shall be permitted.

2. Cars awaiting service shall be stored inside an enclosed building or in the side or rear yard.

3. Vehicles shall not be stored on site for more than 60 days. An inventory log shall be maintained at all times that includes each vehicle on site, the type of repair needed, the date the vehicle arrived on site, and the date the service is complete.

4.4. No automobile sales or automobile brokerages are permitted on the same property or in the same building as this use.

(d) *Automobile service stations, including gas sales.* Unless otherwise permitted within the applicable zoning district, major automobile repair in association with an automobile service station shall not be permitted. Gasoline pumps and other service facilities shall comply with the requirements of section 46-1171.

(e) *Automobile, truck and trailer lease and rental.*

1. Where a lot is used for automobile, truck and trailer lease and rental, all inventory vehicles parked outdoors shall be set back at least ten feet from the street right-of-way. The ten-foot setback from the street right-of-way shall comply with section 46-1337(d)(3).

2. All parking areas shall be clearly marked and no automobile, truck or trailer shall be parked outdoors other than within these marked parking areas, except when being serviced.

3. The lot shall be no less than one acre in area.

(f) *Automobile, truck and trailer lease and rental where accessory to an automobile service station or shopping center.* Where the lease and rental of automobiles, trucks and trailers is a use which is an accessory use, the following requirements shall apply:

(1) The lot on which the inventory vehicles are parked shall be no less than one acre in area.

(2) Parking areas for inventory vehicles which are available for lease or rental shall be located only in the side or rear yard.

(g) *Vehicle maintenance.* Any work on vehicles conducted outdoors shall only be permitted in the rear yard, but shall be prohibited if the rear yard is adjacent to property zoned or used for a residential purpose.

(h) *Boat and boat trailer sales.*

1. All boats and boat trailers located on property used for boat and boat trailer sales shall be set back at least ten feet from the street right-of-way. The ten-foot setback from the street right-of-way shall comply with section 46-1337(d)(3).

2. The boat and boat trailer sales lot shall be on a lot no less than three acres in area.

(i) *Retail automobile parts and tire stores.* Unless otherwise authorized or permitted within the applicable zoning district, the following limitations apply to the conduct of retail sale of automobile parts and tire stores:

(1) There shall be no dismantling of vehicles on the premises to obtain automobile parts.

(2) There shall be no automobile parts installation other than the installation of tires and the installation of minor accessory parts. Installation of tires shall be constructed entirely within an enclosed building. For purposes of determining whether a building is enclosed, the use of open

overhead bay doors that can be closed shall be permitted. Cars awaiting service shall be stored inside an enclosed building or in the side or rear yard.

- (3) Major automobile repair shall not be permitted in connection with these uses.
- (4) Outside display of merchandise shall be within five feet of the building and shall not extend into the parking lot or drive aisle. The display shall not block the safe access of pedestrians, cars, or emergency vehicles. The outdoor display of merchandise shall only be during business hours.
- (5) Outdoor storage of parts and tires is prohibited.

(j) *Trailer and RV salesrooms and sales lots.*

1. All inventory vehicles located on property used for trailer and RV salesrooms or sales lots shall be set back at least ten feet from the street right-of-way. The ten-foot setback from the street right-of-way shall comply with section 46-1337(d)(3).

2. The trailer and RV salesrooms and sales lots shall be on a lot no less than three acres in area.

(k) *Automobile recovery, storage yards for damaged or confiscated automobiles.* The following provisions shall apply to storage yards for damaged or confiscated automobiles:

- (1) The use shall be enclosed by a fence or wall which is not less than eight feet in height which provides visual screening. Chain link shall not be permitted.
- (2) No dismantling, repair or other similar activity shall be conducted on the premises.
- (3) The use shall be located at least 1,000 feet from any residential district or use.
- (4) Automobiles shall not be stored longer than 120 days.
- (5) All vehicles shall be parked in striped parking spaces of standard size and shall not extend into any drive aisle.
- (6) No more than two rows of stacking shall be permitted.
- (7) Drive aisles shall be provided to provide access to buildings and vehicle storage areas.
- (7) Vehicles shall not block the safe access of pedestrians, cars, or emergency vehicles on the property.
- (8) All vehicles shall be parked on a paved surface that is connected to and has continuous paved access to a public or private street.

(l) *Used parts dealer.* There shall be no dismantling of vehicles on the premises to obtain automobile parts. Major and minor automobile repair shall not be permitted in connection with this use or on the same property as this use. Outdoor storage or display of parts and tires is prohibited.

(m) Automobile brokerage.

1. Each automobile brokerage shall be located in its own office suite with direct ingress/egress to the exterior. No suite or ingress/egress shall be shared with any other entity.

2. An automobile brokerage shall be located a minimum of 1,000 feet from the boundary of any other automobile brokerage. The measurement of distance for purposes of this subsection shall be from structure to structure along the shortest possible course (i.e., "as the crow flies"), regardless of any customary or common route or path of travel.

(n) Reserved

(o) Reserved.

(p) Reserved.

(q) Additional supplemental regulations for all auto uses in this Section.

1. All vehicles shall be parked in striped spaces of standard size and shall not extend into any drive aisle.

2. No more than two rows of stacking shall be permitted.
3. Drive aisles shall be provided for access to buildings and all parking spaces.
4. Vehicles shall not block the safe access of pedestrians, cars, or emergency vehicles.
5. All vehicles shall be parked on a paved surface that is connected to and has continuous paved access to a public or private street.
6. All vehicles shall have a state issued license plate or a dealer tag that identifies vehicle ownership.
6. Site and parking area landscaping shall comply with section 46-1337.
7. Properties with more than one business shall provide a floor plan showing the designated lease area, including parking areas, for each space/business.
8. No vehicles, boats, trailers, or trucks that are being serviced, sold, rented, or leased by the business shall be parked or stored in the right-of-way.



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Courtney Smith, Planning and Zoning Director  
**CC:** Tami Hanlin, City Manager  
**Date:** August 2, 2021  
**RE:** SLUP-21-0002: AutoMD; 2101 Northlake Parkway

---

### **Issue:**

The applicant, AutoMD, is requesting a Special Land Use Permit (SLUP) for the property located at 2101 Northlake Parkway to allow for automobile repair or maintenance, minor. The subject property is 2.76 acres and is zoned NL-1 (Northlake - High-Intensity Commercial).

### **Recommendation:**

Staff recommends denial of SLUP-21-0002.

Planning Commission recommended approval of SLUP-21-0002 with amended conditions at their July 15, 2021 meeting.

### **Background:**

2101 Northlake Parkway is currently developed with two 2-story buildings that front Northlake Parkway, associated drive aisles, and parking spaces. The smaller, more northern positioned building, closer to the Lavista Road/Northlake Parkway intersection, is where the proposed automobile repair facility would be located. This building was previously leased to Enterprise Rent-A-Car. The proposed automobile repair facility, Auto MD, would share a 5,200-square foot building with Zip Tire, an existing tire retail space. An event center and fitness facility operate in the building to the south, which is on the same parcel.

### **Summary:**

If the proposed business is developed in accordance with the staff recommended conditions, nearby land uses should not be adversely affected by the manner or operation of the proposed minor auto repair. However, the addition of a fifth automobile-oriented business would create a disproportionate proliferation of similar uses and would not comply with the Comprehensive Plan.

**Financial Impact:** None



# City of Tucker

**Land Use Petition:** SLUP-21-0002

**Date of Staff Recommendation Preparation:** June 28, 2021

**Planning Commission:** July 15, 2021

**Mayor and City Council, 1<sup>st</sup> Read:** August 9, 2021

**Mayor and City Council, 2<sup>nd</sup> Read:** September 13, 2021

---

<b>PROJECT LOCATION:</b>	2101 Northlake Parkway
<b>APPLICATION NUMBER</b>	SLUP-21-0002
<b>DISTRICT/LANDLOT(S):</b>	Land District 18, Land Lot 210
<b>ACREAGE:</b>	2.76 acres
<b>EXISTING ZONING</b>	NL-1 (High-Intensity Commercial)
<b>EXISTING LAND USE</b>	Commercial
<b>FUTURE LAND USE MAP DESIGNATION:</b>	Regional Activity Center
<b>OVERLAY DISTRICT:</b>	N/A
<b>APPLICANT:</b>	John Barikos
<b>OWNER:</b>	Aziz Haji
<b>PROPOSED DEVELOPMENT:</b>	Special Land Use Permit to allow automobile repair or maintenance, minor.
<b>STAFF RECOMMENDATION:</b>	<b>Denial of SLUP-21-0002 (automobile repair or maintenance, minor)</b>



## **BACKGROUND**

The applicant is requesting a Special Land Use Permit (SLUP) for the property located at 2101 Northlake Parkway to allow for automobile repair or maintenance, minor. The subject property is 2.76 acres and is zoned NL-1 (Northlake - High-Intensity Commercial). Pursuant to Section 46-1035, Table 3.9, Northlake District Allowed Uses, *automobile repair or maintenance, minor* is only allowed in the NL-1 zoning district with approval of a Special Land Use Permit.

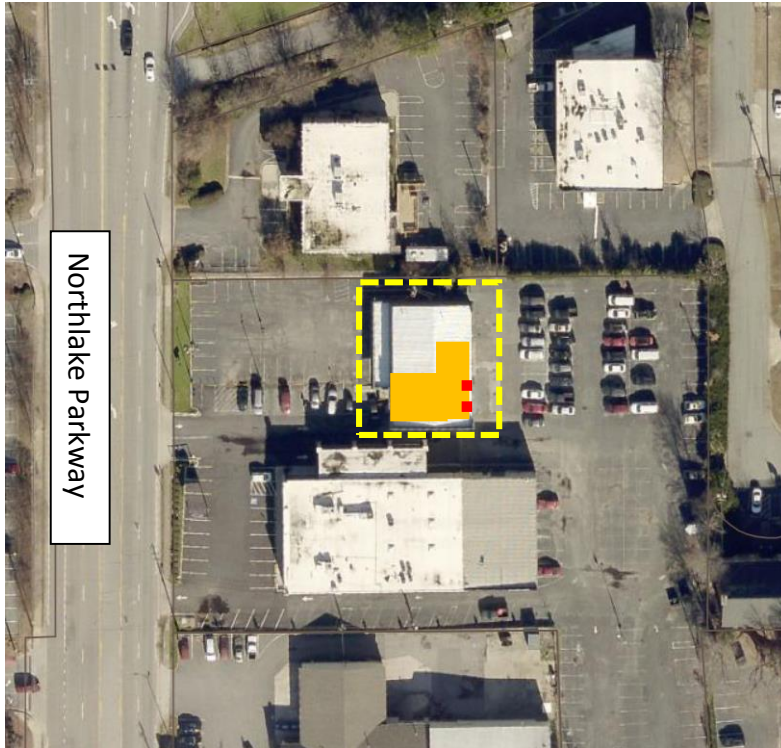


Figure 1: 2101 Northlake Parkway (subject suite shown in orange, 4 proposed bay doors shown in red) where requested Auto Repair business would operate.

space. During the review of SLUP-21-0002 it has come to our attention that Zip Tire has two bays, but on-site tire installation is not permitted per their OTC.

## **PROJECT DATA**

The subject site is just southeast of the Lavista Road/Northlake Parkway intersection. The request is only for a portion of the northernmost building on the parcel located at 2101 Northlake Parkway, shown in Figure 1.

2101 Northlake Parkway is currently developed with two 2-story buildings that front Northlake Parkway, associated drive aisles, and parking spaces. The smaller, more northern positioned building, closer to the Lavista Road/Northlake Parkway intersection, is where the proposed automobile repair facility would be located. This building was previously leased to Enterprise Rent-A-Car. The proposed automobile repair facility, Auto MD, would share a 5,200-square foot building with Zip Tire, an existing tire retail



Figure 2: red outline-proposed Auto MD location, orange outline-existing Zip Tire location





Figure 3: Auto MD bays

The applicant does not intend to change the exterior of the building or the interior footprint of their suite. Figure 2 shows the entrance to the 2,100-square foot suite in which Auto MD would occupy. The entire building has 6 roll-up garage doors, 2 of which will be used for the patrons of Auto MD (as shown in Figure 3). Two other bays were previously converted to office space and the remaining two bays are used by Zip Tire. Additionally, there are 8 parking spaces in front of the building and 40 spaces in the

rear of the building that will be

reserved for Auto MD customers. The applicant's letter of intent states Auto MD expects approximately 8-12 vehicles in and out of the site each day.

### **USE ANALYSIS AND DEVELOPMENT PERMISSIONS**

The subject property is located in the NL-1 (Northlake - High-Intensity Commercial) zoning district. In part, the purpose and intent of the NL districts are to enhance long-term economic viability of the area by encouraging new commercial developments that increase the tax base and provide jobs to the citizens of Tucker, and to improve the visual appearance of the area. The intent of the NL-1 zoning district "is to allow the most intense mixed-use development in Tucker," as well as encourage "the redevelopment of parking lots into a mix of retail, office, and residential uses in the same development."

The NL-1 zoning district allows for minor automobile repair and maintenance shops with the approval of a special land use permit. All supplemental regulations for automobile repair shops must also be met (Section 46-1157 (c)). Additional conditions may be placed on the approval of a special land use permit in order to ensure the proposed business will not be a detriment to the character of the area. The intent of the City of Tucker Zoning Ordinance in requiring a SLUP is that the proposed uses be determined on a case-by-case basis to ensure compatibility with the surrounding area including environmental impacts, aesthetic and infrastructure impacts.

### **CHARACTER AREA (Future Land Use)**

The subject parcel is in the Regional Activity Center on the Future Land Use Map. Primary Land Uses in the Regional Activity Center Character Area include townhomes, apartments, condominiums, retail and service commercial, office, entertainment and cultural facilities, and public/private recreational uses. Development strategies include encouraging a 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 affordable and workforce housing; designing streetscapes to be pedestrian-oriented; and making connections to nearby networks of greenspace or trails.



### **PUBLIC PARTICIPATION PLAN REPORT**

The applicant hosted a three-and-a-half-hour-long community meeting on June 2, 2021 after mailing a letter and site plan explaining the proposed project to all property owners within 500 feet of the subject parcel. Seven people were in attendance including the applicant and several community members. During the meeting the project and site plan were explained to the audience, then questions were taken. Several questions were asked regarding where vehicles waiting for service would be stored, where vehicles that would remain on the property after the business closes would be stored, the hours of operation, provisions for security and safety, and where vehicles would be serviced. It does not appear that any changes were made to the site plan as a result of the Public Participation Meeting. A comment regarding the caduceus symbol within the Auto MD logo came up and the applicant agreed to alter the logo in order to reduce confusion.

### **NEARBY/SURROUNDING LAND ANALYSIS**

Adjacent & Surrounding Properties	Zoning (Petition Number)	Existing Land Use
Adjacent: North	NL-1 (High-Intensity Commercial)	Religious Facility, Sadh Sangat of Georgia
Adjacent: East	NL-2 (Office Park and NL-4 (Vista Dale Court)	Office buildings along Lavista Executive Park Drive
Adjacent: South	NL-1 (High-Intensity Commercial) and NL-2 (Office Park)	DeKalb Tire; Tucker Exchange office park
Adjacent: West	NL-1 (High-Intensity Commercial)	Target



*Zoning and Aerial Exhibits showing surrounding land uses.*

## **SLUP-21-0002: Automobile repair or maintenance, Minor**

### **CRITERIA TO BE APPLIED – SPECIAL LAND USE PERMIT**

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 staff's findings which are independent of the applicant's responses to these criteria.

- A. 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 subject site is approximately 2.76 acres. The lot is developed with 2 two-story buildings, both of which front Northlake Parkway. The site appears to be adequate for the proposed development including the existing building, two repair bays, and ample amount of parking in front of and behind the buildings. The applicant's letter of intent states 8 parking spaces in the front of the building and 40 spaces in the rear of the building will be reserved for Auto MD customers.

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

The proposed use does not comply with the intent of the NL zoning districts. While there are several other automobile repair establishments nearby, the use is not compatible with the event center, office buildings, or higher end shopping centers.

**C. 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 applicant does not propose any alterations to the property which would require review of stormwater management.

**Water and sewer.** DeKalb Watershed Management will complete a review as part of the Occupational Tax Certificate (OTC) process, if the SLUP is approved.

**D. 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.**

While the applicant's letter of intent states Auto MD expects to have 8 to 12 vehicles in and out of the property per day, traffic flow within the front of existing site is complex and needs to be redesigned to accommodate the businesses operating at the site.

**E. 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.**

If developed in accordance with recommended conditions, land uses along Northlake Parkway will not be adversely affected by the character of vehicles or the volume of traffic generated by the proposed business. The application states the proposed hours of operation would be Monday-Friday, 8 a.m. to 6 p.m. and Saturday from 9 a.m. to 1 p.m.

**F. 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 adequacy of ingress and egress of the subject site is poor. There are two curb cuts along Northlake Parkway that are designed as one way. The northern most curb cut has two entrance lanes and the southern curb cut is exit only. The topography of the parcels drops off right after you enter the site which creates visibility issues. An event center combined with two automobile-oriented uses shall have safer access to and from the site. DeKalb Fire Department has no comments for the proposed business.

**G. 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 minor automobile repair will not emit smoke, odor, dust or vibration because all service shall be conducted within the enclosed building.

The applicant has stated that his goal is to enhance the property and that excessive noise, vibrations, smoke, and dust would not be generated. Additionally, the applicant has stated “some minor odors of gasoline or oil may occur when vehicles are being repaired, but that he has a meticulous procedure for waste disposal.” Chapter 28 Nuisances, Article VII also regulates noise levels in the city of Tucker.

**H. 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 property is surrounded by other NL-1, NL-2, and NL-4 properties. If the business operates per the supplemental regulations, there should not any adverse impacts. The application states that “the noise created by the business is minimal and the hours of operation will be strict.” Staff recommends a condition limiting the hours of operation to 8 am to 6 pm to minimize adverse impacts.

**I. 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.**

If developed in accordance with the staff recommended conditions, nearby land uses should not be adversely affected by the manner or operation of the proposed minor auto repair. However, the applicant must take care to ensure that noise levels are kept to a minimum, all repair occurs inside the fully enclosed structure, and that there is no vehicle storage.

**J. 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.**

The proposed minor auto repair shop is not consistent with the statement of purpose and intent of the NL-1 (High-Intensity Commercial) zoning classification. Sec. 46-1032(b), states “the NL-1 district is 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.”

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

The subject property is designated Regional Activity Center on the Future Land Use Map. Primary land uses include retail & service commercial, office, townhomes, entertainment facilities, and higher density multi-family. The proposed use is generally inconsistent with the character area. Although service commercial is listed as a primary land use type, the Comprehensive Plan specifically discusses “the 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.” Minor automobile repair is not in alignment with the development strategy of the Regional Activity Center which states that development should “include designing pedestrian-oriented centers, with strong, walkable connections between different uses”.

If approved with recommended conditions, however, the request would be consistent with Goal 5 of the Comprehensive Plan, to bolster the economic base of the City.

- L. 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 is no transitional buffer requirements on this parcel.

- M. Whether or not there is adequate provision of refuse and service areas.**

The applicant has a sanitation account with DeKalb County Sanitation which should accommodate any refuse generated by the business. Three dumpsters are currently located on site.

- N. 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.

- O. 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.**

The applicant proposes no changes to the existing building size, mass, and scale.

- P. 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 properties. Therefore, no adverse effects are anticipated.

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

The following supplemental use regulations are applicable: Sec. 46-1157(c). - Automotive sales and service. The applicant's letter of intent states that they will comply with the standards for Automobile repair and maintenance establishments, minor.

- c. Automobile repair and maintenance establishments, minor.**

All minor automobile repair and maintenance establishment operations, including the servicing of vehicles, storage of materials and similar activities connected with the use, shall be conducted entirely within an enclosed building. For purposes of determining whether a building is enclosed, the use of open overhead bay doors that can be closed shall be permitted.

**Cars awaiting service shall be stored inside an enclosed building or in the side or rear yard.**

**R. 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. No changes are being proposed to the existing structure regarding increasing the footprint of the building.

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

There are four automobile-oriented businesses operating nearby.

- Zip Tire
  - Located within the same building as the proposed automobile repair shop at 2101 Northlake Parkway.
- DeKalb Tire
  - Located at 2089 Northlake Parkway, on the parcel adjacent and south of the subject site.
- Take 5 Oil Change
  - Located at 4303 Lavista Road, approximately 500' from the subject property.
- Firestone
  - Located at 2066 Northlake Parkway, approximately 900' from the subject site.

The addition of a fifth automotive sales and services establishment would result in a disproportionate proliferation of similar uses.

**T. 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.**

**Regional Activity Center Character Area.** Primary land uses include service commercial and office uses. The proposal is inconsistent with the character area, as this type of use would not be in alignment with the development strategy of the Regional Activity Center which “focuses on redeveloping and retrofitting the area to include more residential and “right size” the amount of commercial space to meet expected demand and to enhance walkability.” However, if approved with recommended conditions, the request would be consistent with Tucker Tomorrow’s Goal 5 to bolster the economic base of the comprehensive plan.

**CONCLUSION**

If the proposed business is developed in accordance with the staff recommended conditions, nearby land uses should not be adversely affected by the manner or operation of the proposed minor auto repair. However, the addition of a fifth automobile-oriented business would create a disproportionate proliferation of similar uses and would not comply with the Comprehensive Plan.



Therefore, Staff recommends **DENIAL** of the requested special land use permit.

## Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **DENIAL** of Land Use Petition **SLUP-21-0002**.

Should the governing bodies choose to approve the SLUP request, Staff recommends the request be approved subject to the following conditions:

1. The business shall be limited to “automobile repair or maintenance, minor” as defined in Section 46-1175 and restricted to the portion of the northernmost building and associated parking, as shown on the site plan submitted on June 15, 2021.
2. Automobile brokers, used motor parts dealers, automobile storage, and outdoor storage shall not be permitted on site. The SLUP is only valid for the portion of the northernmost building and associated parking portion of the site, as shown in the application.
3. The hours of operation shall be limited to 8:00 a.m. to 6:00 p.m.
4. The owner of the property shall submit a plan to redesign the curb cuts, per the approval of the City Engineer, within 90 days of SLUP approval. Work shall be completed within 6 months of SLUP approval.
5. A dumpster enclosure shall be constructed that complies with Section 46-1040 (d)(5).
6. All auto repair shall be conducted indoors.
7. Vehicles shall not be stored on site for more than 60 days. An inventory log shall be maintained at all times that includes each vehicle on site, the type of repair needed, the date the vehicle arrived on site, and the date the service is complete.
8. All vehicles shall be parked in striped spaces of standard size and shall not extend into any drive aisle.
9. No more than two rows of stacking shall be permitted.
10. Drive aisles shall be provided for access to buildings and all parking spaces.
11. Vehicles shall not block the safe access of pedestrians, cars, or emergency vehicles.
12. All vehicles shall be parked on a paved surface that is connected to and has continuous paved access to a public or private street.
13. All vehicles shall have a state issued license plate or a dealer tag that identifies vehicle ownership.
14. All licenses shall be clearly displayed and maintained in the facility.



## PLANNING COMMISSION RECOMMENDATION

Based upon the findings and conclusions herein, at its July 15, 2021 public hearing, the Planning Commission recommends **APPROVAL WITH CONDITIONS** of **SLUP-21-0002** subject to the following amended staff conditions: (additions = **bold**; deletions = ~~striketrough~~).

1. The business shall be limited to “automobile repair or maintenance, minor” as defined in Section 46-1175 and restricted to the portion of the northernmost building and associated parking, as shown on the site plan submitted on June 15, 2021.
2. Automobile brokers, used motor parts dealers, automobile storage, and outdoor storage shall not be permitted on site. The SLUP is only valid for the portion of the northernmost building and associated parking portion of the site, as shown in the application.
3. The hours of operation shall be limited to 8:00 a.m. to 6:00 p.m.
4. The owner of the property shall submit a plan to redesign the curb cuts, per the approval of the City Engineer, within 90 days of SLUP approval. Work shall be completed within 6 months of SLUP approval.
5. A dumpster enclosure shall be constructed that complies with Section 46-1040 (d)(5).
6. All auto repair shall be conducted indoors.
7. Vehicles shall not be stored on site for more than 60 days. An inventory log shall be maintained at all times that includes each vehicle on site, the type of repair needed, the date the vehicle arrived on site, and the date the service is complete.
8. All vehicles shall be parked in striped spaces of standard size and shall not extend into any drive aisle.
9. No more than two rows of stacking shall be permitted.
10. Drive aisles shall be provided for access to buildings and all parking spaces.
11. Vehicles shall not block the safe access of pedestrians, cars, or emergency vehicles.
12. All vehicles shall be parked on a paved surface that is connected to and has continuous paved access to a public or private street.
13. All vehicles shall have a state issued license plate or a dealer tag that identifies vehicle ownership.
14. All licenses shall be clearly displayed and maintained in the facility.
15. **No more than 12 cars shall be parked on site over-night.**

16. SLUP shall be tied to Auto MD and shall not be transferred to another business.

**AN ORDINANCE FOR SPECIAL LAND USE PERMIT (SLUP-21-0002) IN  
LAND LOT 210 OF THE 18<sup>th</sup> DISTRICT TO ALLOW AUTOMOBILE REPAIR OR  
MAINTENANCE, MINOR, FOR AUTO MD.**

**WHEREAS:** Notice to the public regarding said special land use permit 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 August 9, 2021 and September 13, 2021;

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

**WHEREAS:** The Mayor and City Council has reviewed the special land use request based on the criteria found in Section 46-1594 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 September 13, 2021 hereby ordains and approves Special Land Use Permit 21-0002 to allow for automobile repair and maintenance, minor, subject to the following conditions. Note that the special land use permit shall expire automatically if a building permit or other required approval(s) is not applied for within twelve (12) months and construction pursuant to such permit(s) does not promptly begin and is not diligently pursued (Section 46-1599).

1. The business shall be limited to “automobile repair or maintenance, minor” as defined in Section 46-1175 and restricted to the portion of the northernmost building and associated parking, as shown on the site plan submitted on June 15, 2021.
2. Automobile brokers, used motor parts dealers, automobile storage, and outdoor storage shall not be permitted on site. The SLUP is only valid for the portion of the northernmost building and associated parking portion of the site, as shown in the application.
3. The hours of operation shall be limited to 8:00 a.m. to 6:00 p.m.
4. The owner of the property shall submit a plan to redesign the curb cuts, per the approval of the City Engineer, within 90 days of SLUP approval. Work shall be completed within 6 months of SLUP approval.
5. A dumpster enclosure shall be constructed that complies with Section 46-1040 (d)(5).
6. All auto repair shall be conducted indoors.

7. Vehicles shall not be stored on site for more than 60 days. An inventory log shall be maintained at all times that includes each vehicle on site, the type of repair needed, the date the vehicle arrived on site, and the date the service is complete.
8. All vehicles shall be parked in striped spaces of standard size and shall not extend into any drive aisle.
9. No more than two rows of stacking shall be permitted.
10. Drive aisles shall be provided for access to buildings and all parking spaces.
11. Vehicles shall not block the safe access of pedestrians, cars, or emergency vehicles.
12. All vehicles shall be parked on a paved surface that is connected to and has continuous paved access to a public or private street.
13. All vehicles shall have a state issued license plate or a dealer tag that identifies vehicle ownership.
14. All licenses shall be clearly displayed and maintained in the facility.

So effective this 13th day of September 2021.

Approved by:

---

Frank Auman, Mayor

Attest:

---

Bonnie Warne, City Clerk

SEAL



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

# Land Use Petition Application

Slup-21-0002

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

## APPLICANT INFORMATION

Applicant is the: ☐ Property Owner ☐ Owner's Agent ☐ Contract Purchaser ☒ Tenant

Name: John Barikos

Address: 1871 Belle Meade Ct.

City: Stone Mountain State: Ga.

Zip: 30087

Contact Name: John Barikos

Phone: 678-799-1425

Email: Jbarikos@gmail.com

## OWNER INFORMATION

Name: AZIZ Haji

Address: 3378 Lawrenceville Highway

City: Tucker State: Ga.

Zip: 30084

Contact Name: AZIZ Haji

Phone: 770-329-6598

Email: AZIZ@AminMotors.com

## PROPERTY INFORMATION

Property Address: 2101 Northlake Parkway Tucker Ga. 30087

Present Zoning District(s): NL-1

Requested Zoning District(s): NL-1

Present Land Use Category: RAC

Requested Land Use Category: RAC

Land District: 18

Land Lot(s): 210

Acreage:

Proposed Development: SLUP Per Auto Repair Shop

Concurrent Variance(s): No

## RESIDENTIAL DEVELOPMENT

No. of Lots/Dwelling Units: 0

Dwelling Unit Size (Sq. Ft.):

Density:

## NON-RESIDENTIAL DEVELOPMENT

No. of Buildings/Lots: 1

Total Building Sq. Ft.: 2700

Density:

RECEIVED  
City of Tucker

JUN 15 2021

## 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.



Signature of Applicant

6-14-2021

Date

John Berikos owner Auto MD

Type or Print Name and Title

Jessica L Holmes 6-14-2021

Signature of Notary Public

Date

Notary Seal



RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department



## 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, Aziz Haje, authorize, John Berikos  
(Property Owner) (Applicant)

to file for SLUP, at 2101 N. Lake Pkwy. Tucker  
(RZ, CA, SLUP, M, CV) (Address) Georgia

on this date 6 - 14 -, 2021  
(Month) (Day)

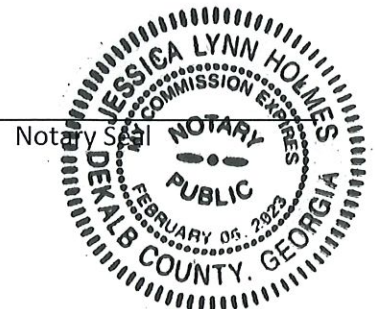
- I understand that if a rezoning is denied or assigned a zoning classification other than the classification requested in the application, then no portion of the same property may again be considered for rezoning for a period of twenty-four (24) months from the date of the mayor and city councils' final 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.

Aziz Haje  
Signature of Property Owner

6/14/21  
Date

Aziz Haje  
Type or Print Name and Title

Jessica L Holmes 6-14-21  
Signature of Notary Public Date



RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

**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.



Signature of Applicant

6-14-2021

Date

John Berikos owner Auto MD

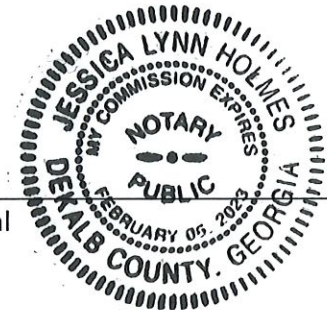
Type or Print Name and Title

Jessica L Holmes 6-14-2021

Signature of Notary Public

Date

Notary Seal



RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department



## 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, Aziz Haje, authorize, John Barikos,  
(Property Owner) (Applicant)

to file for SLUP, at 2101 N. Lake Pkwy. Tucker  
(RZ, CA, SLUP, M, CV) (Address) Georgia

on this date 6-14-, 2021  
(Month) (Day)

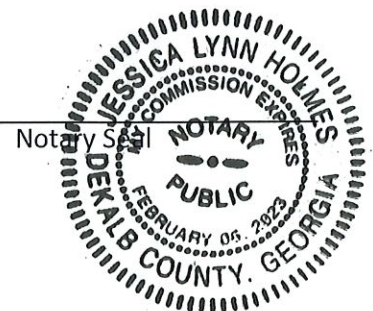
- I understand that if a rezoning is denied or assigned a zoning classification other than the classification requested in the application, then no portion of the same property may again be considered for rezoning for a period of twenty-four (24) months from the date of the mayor and city councils' final 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.

Aziz Haje  
Signature of Property Owner

6/14/21  
Date

Aziz Haje  
Type or Print Name and Title

Jessica L Holmes 6-14-21  
Signature of Notary Public Date



RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

## Special Land Use Permit Criteria

Section 46-1594. Special land use permit; criteria to be considered. The following criteria shall be considered by the community use 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:

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 site is adequate for the proposed use. The subject property is a 5,100 square foot metal building situated on a 2.74 acre lot, it has (8) eight dedicated parking spaces in front of the building and (40) forty parking spaces behind the building. All vehicles waiting to be serviced will be parked in assigned spaces in the rear of the building.. The landlord's/tenant's goal is to enhance the property and will renovate the interior, fix and paint the exterior.*

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

*The proposed use is compatible with the land uses and use of adjacent properties. The proposed minor auto repair will support the retail and offices that are existing nearby. Along with that the subject property sits across from a 130,000 square foot Target shopping center.*

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

*All public services are available to the project site. Heat and Air conditioning are currently used in the space.*

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 project site is located near the intersection of Northlake Parkway and Lavista Road has about 200 feet of frontage. There are 2 curb cuts making access to the project site easier. We do not anticipate any traffic issues caused by the proposed use. The property*

RECEIVED  
City of Tucker

JUN 15 2021



*has a total of 150 parking spots. The property also has two entrances/exits.*

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.

*Land uses along the site will not be adversely affected by the character of vehicles or the volume of traffic generated by the proposed use. There are no more than 15 cars generated throughout the day. This does not exceed normal daily traffic in the area. The building is located near the intersection of Northlake Parkway and Lavista Road. Along with 2 curb cuts to provide easy egress and ingress onto I-285 and surrounding areas.*

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.

*There are two 20 feet wide access roads connecting to the front of the property. The width of the access road of about 20 feet is adequate to enter and exit in the case of fire or other emergencies.*

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

*The proposed use will not generate excessive noise or vibration, nor will it emit smoke, or dust. Some minor odors of gasoline or oil may occur when vehicles are being repaired. The tenant has a meticulous procedure for waste disposal. The hours of operation for the business are Monday through Friday 8:00 AM - 6:00 PM and Saturday 9:00 AM to 1:00 PM. There will be no machinery used after hours to cause any disruption to the subdivision to the east of the property.*

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.

*We may anticipate that the only area that could be impacted by the proposed usage would be residents in the subdivision on the east side of the project site. The noise caused by the business is minimal and the hours of operation will be strict, so there should be no noise after hours to affect the residents.*

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 use is consistent with the existing uses and will not create adverse impacts on the other uses by hours of operation. An existing chain link fence is located along the property line and the landlord has planted bushes to the east side of the project site which will serve as a buffer between the project site and the subdivision.*

RECEIVED  
City of Tucker

JUN 15 2021

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.

*The proposed use is located in a N-1 zone district, minor auto repairs and car detailing, which are the proposed use for the project site. The land uses will not be adversely affected by the manner or operation of the proposed use as the area has similar uses on the main road.*

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

*To the best of our knowledge, the proposed use is consistent with the policies of the Tucker's Comprehensive Plan, which includes Regional Centers, a mix of retail, services, and offices to serve neighborhood residents on a day-to-day needs.*

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.

*The property is surrounded with an existing chain link fence along with bushes as a buffering zone.*

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

*The rear of the property has a trash receptacle for ease of serviceability. Every tenant has their own dumpster.*

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

*Auto MD requested no time restrictions.*

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.

*The building is 5,100 square feet and sits on 2.74 acres facing Northlake Parkway.*

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 properties. Therefore, no adverse effects are anticipated.*

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department



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

*Auto MD is in compliance with section 46-1157-(b). All customer vehicles that are being repaired or awaiting customer pickup will be stored at the rear of building parking or inside business parking bays. All customer repairs will be done inside the building at the designated work bays/spaces.*

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 height of the building will not create a shadow impact on any adjoining lot or building. The building is an existing building.*

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

*The nearby Auto repair centers focus on domestic vehicles. Auto MD is primarily focused on European automobiles. In addition we look to partner with the local tire centers for alignments and tires as needed by Auto MD clients.*

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..

*The proposed use is considered consistent with the needs of the overall objectives of the comprehensive plan, and the purposes of the zoning districts.*

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

## 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
			RECEIVED City of Tucker
			JUN 15 2021
			Community Development Department

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)

Aziz Hafez

Signature:

[Signature]

Date:

6-14-21

## 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

RECEIVED  
City of Tucker  
JUN 15 2021  
Community Development  
Department

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) \_\_\_\_\_

John Barikus

Signature: \_\_\_\_\_



Date: 6-14-2021



### ENVIRONMENTAL SITE ANALYSIS FORM (CONTINUED)

3. **PROJECT IMPLEMENTATION MEASURES.** Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.

a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors. ***Auto MD will have no impact on sensitive areas, floodplains, rivers or corridors***

b. Protection of water quality: ***Current building already existing - no impact to current water quality.***

c. Minimization of negative impacts on existing infrastructure: ***Building already existing***

d. Minimization on archeological/historically significant areas: ***Current buildings existing, there will be no impact on significant area.***

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. ***Current building existing, no impact to area.***

f. Creation and preservation of green space and open space: ***Current building existing no impact to current green space at property.***

g. Protection of citizens from the negative impacts of noise and lighting: ***Auto MD will perform all service repairs will be done indoors, and operating Monday - Friday 8am to 6pm, Saturday 9am to 1pm and Closed on Sundays.***

h. Protection of parks and recreational green space: ***Current building existing, no impact to parks or recreational green spaces.***

i. Minimization of impacts to wildlife habitats: ***Current building existing, no impact to wildlife habitats.***

RECEIVED  
City of Tucker

JUN 15 2021

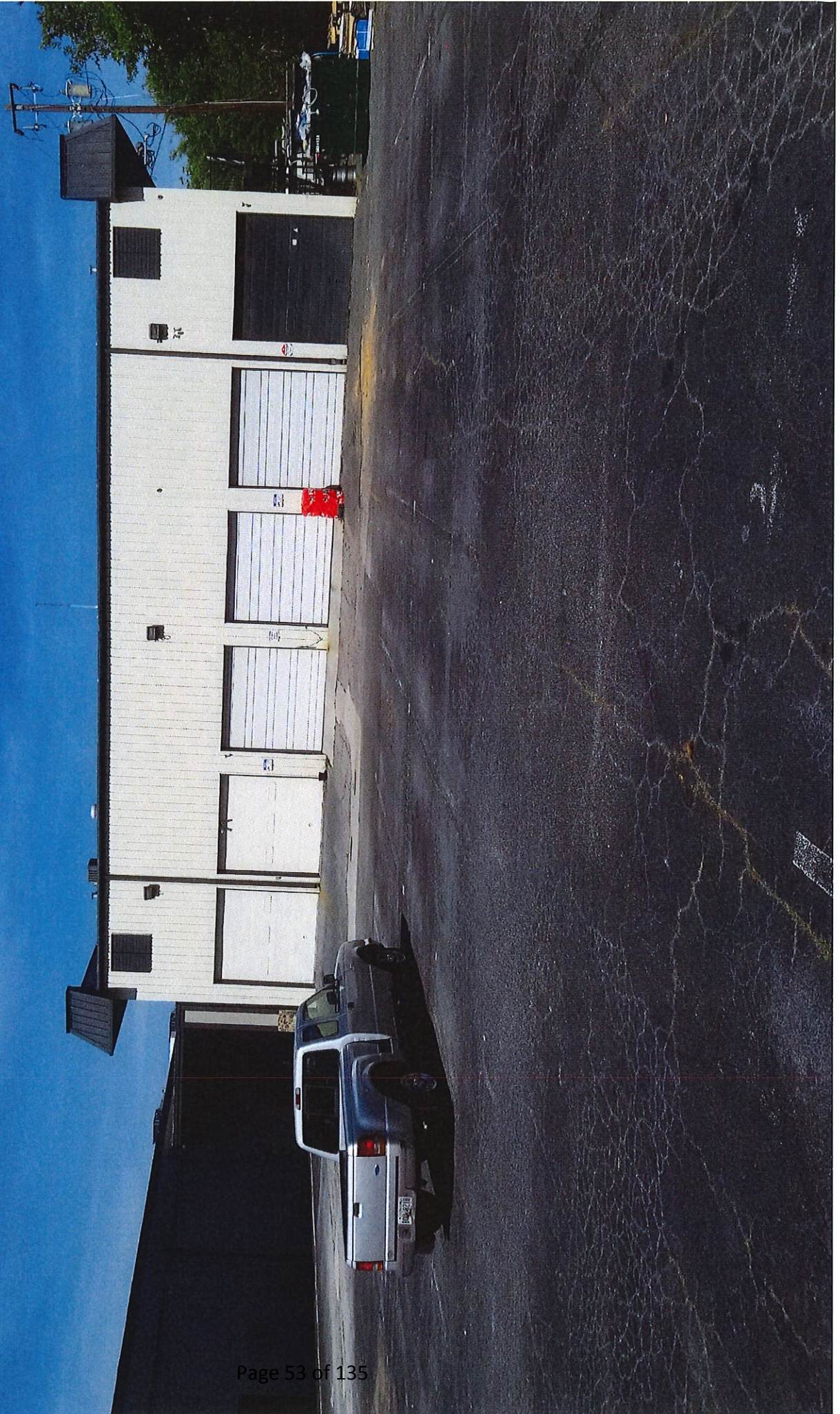
Community Development  
Department



RECEIVED  
City of Tucker

JUL 15 2021

Community Development  
Department





RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department







RECEIVED  
City of Tucker  
JUN 15 2021  
Community Development  
Department









RECEIVED  
City of Tucker  
JUL 13 2021  
Community Development  
Department



## Letter of intent

The applicant requests approval of a minor auto repair and maintenance business. The property at 2101A northlake parkway is currently zoned N-1. The NL-1 zoning district only allows auto repair, minor with the SLUP

The subject property is located on a 2.74 acre lot facing northlake parkway. Our building is a 5200 sq ft. facility. 3100 sq ft. of the building is operated by Zip Tire which has been providing great service to Tucker residents. The remaining 2100 sq ft. will be occupied by Auto MD which includes 2 bays in rear of the building. Auto MD will have 8 assigned parking spots in front of the building where customers will drop off their vehicles. vehicles will immediately be pulled to the rear parking spaces in rear of the building while waiting for service and pick up. There are 40 assigned parking spaces in the rear of the building.

The applicant leased the building in april 2021 with major improvements completed

- a.) painting of building
- b.) installation of new lights in parking lots and building.
- c.) installation of security cameras inside the building and complete outside of the building.
- d.) painting of all common areas.

Prior to Auto MD the building was leased to Enterprise rent a car. Enterprise rent a car used the building for vehicle storage, vehicle detailing and light maintenance of their vehicles, but due to the pandemic they were unable to sustain this location.

Auto MD is expecting 8 to 12 vehicle in and out of the property per day which will have less effect on traffic then Enterprise rent a car

Auto MD desires the slup approval from the city in order to start the operation of minor auto repair and maintenance on the subject property. The service will provide a convenience and great service to many nearby residents. Auto MD will assure the City of Tucker that the property will continue to be improved and renovated as Auto MD strives to be a top notch auto service center.

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

**CITY OF TUCKER**

EXT. RECEIPT NUMBER

1975 LAKESIDE PARKWAY, SUITE 350

**12242**

Tucker, GA 30084

Ph: (678) 597-9040

Fax:

**Paid By**

JOHN BARIKOS

1871 BELLE MEADE CT

STONE MOUNTAIN, GA 30087

Transaction	Type	Record	Category	Description	Amount
00007218	PZE Process	PSLUP-21-0002	Planning/Zoning Fee	Special Land Use Permit	\$ 400.00
00007218	PZE Process	PSLUP-21-0002	Standard Item	PUBLIC NOTICE SIGN	\$ 240.00

**Total \$ 640.00**

Cash

Check

Credit \$ 640.00

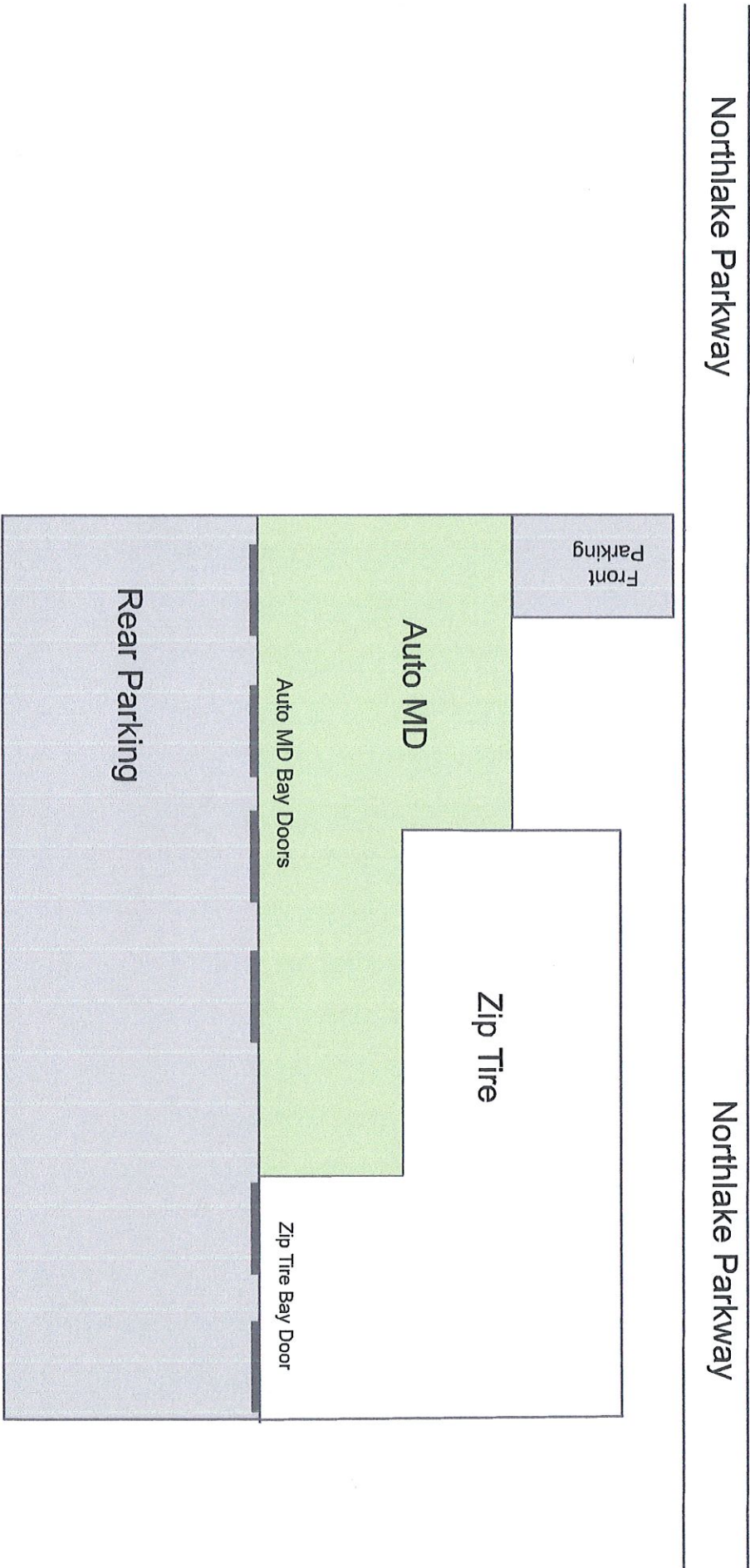
Transferred

**Tendered \$ 640.00****Change \$ 0.00****To Overpayment \$ 0.00**

---

CUSTOMER SIGNATURE

# Auto MD Site Diagram







2101 Northlake Parkway, Suite A  
Tucker, GA 30084

May 11, 2021

RE: AutoMD – 2101 Northlake Parkway, Suite A Tucker, GA 30084

Neighbors of 2101 Northlake Parkway:

We invite you to attend a public participation meeting to learn about a proposed AutoMD auto maintenance center at this address. AutoMD is looking to utilize the existing building for auto maintenance.

The address is zoned NL1. The City of Tucker requires a special land use permit for an auto maintenance center in this zoning district. In advance of application of this permit, AutoMD is holding a public participation meeting to invite all neighbors to learn more about the business.

We are a family-owned business that has been apart of the Tucker Community for over 40 years. We want to continue to serve our community with integrity and top-notch auto repair service. AutoMD will offer pick-up and drop-off shuttle service and, for our senior citizens, pick-up and drop of their vehicles. We are not your typical auto repair facility; it will be like walking into a doctor's office for your vehicle.

I hope to have the opportunity to meet everyone and answer any questions you may have on.

**Date: Wednesday, June 2<sup>nd</sup>, 2021**

**Time: 5 PM**

**Meeting location: 2101 Northlake Parkway, Suite A Tucker, GA 30084**

Sincerely,



John Barikos

AutoMD

[automdclinic@gmail.com](mailto:automdclinic@gmail.com)

470-395-0933

RECEIVED  
City of Tucker  
JUN 15 2021  
Community Development  
Department

- Meeting sign-in sheet
- Meeting minutes
- Copy of the plan that was presented at the neighborhood meeting

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.

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

6-14-2021

Date

John Barikos  
Type or Print Name of Applicant or Authorized Representative

6-14-2021

Date

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Seal

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

6/2/2021

# Sign In Sheet

---

Name: Janet Curtis

Phone #: 770-491-6198

Address:

1887 Robin Hill Ct. Tucker 30084

Questions:

Comments:

Signature:

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

6/2/2021

# Sign In Sheet

Name: Tommy Hickey

Phone #: 678 314 9906

Address: 346 Chip Road

Stone Mt GA 30087

Questions:

Comments:

Signature:

Thao H

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

6/2/2021

# Sign In Sheet

Name: Jose Rodriguez

Phone #: 404-357 9705

Address: 4750 Chamble Tucker Rd

Tucker, GA 30084

Questions:

Comments:

Nice Location for Service Center

Signature:

*Jose Rodriguez*

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

6/2/2021

# Sign In Sheet

Name: Josiah M. Jimenez Phone #: 678-760-6079

Address: 6605 Royal Oak Ct  
Tucker, GA 30084

Questions: None

Comments:

Signature:



RECEIVED  
City of Tucker  
JUN 15 2021  
Community Development  
Department

# Sign In Sheet

---

**Name:** Luis Nesmith

**Phone #:** 404-840-8583

**Address:**

5004 Mountclaire Road Stone Mountain GA 30087

---

**Questions:** What are your plans to handle customer parking?

Customer parking will be at rear of building. This parking is private and not in view from Northlake Parkway.

**Comments:**

**Signature:**





2064 Northlake Parkway Tucker, GA	BFS RETAIL COMMERCIAL OPE	9001 AIRPORT	FT WORTH
2109 Lavista Executive Park Tucker, GA	MANRY & HESTON INC	PO BOX 49607	ATLANTA
2113 Vista Dale Court Tucker, GA	ABMS LTD CO	5788 MUSKET L	STONE MOUNT
2089 Northlake Parkway Tucker, GA	BENNETT ROD (BENNETT MAR)	4950 GAIDREW	JOHNS CREEK
2000 Crescent Centre Boulevard T	JOLLY FISHERMAN ASSOCIATE	1401 MCKINNEY	HOUSTON
2121 Lavista Executive Park Tucker, GA	MANRY & HESTON INC	PO BOX 49607	ATLANTA
2101 Northlake Parkway Tucker, GA	STALLION INVESTMENTS LLC	3378 LAWRENC	TUCKER
4235 Lavista Road Tucker, GA 300	30AIP NORTHLAKE LLC	PO BOX 9456	MINNEAPOLIS
2093 Vista Dale Court Tucker, GA	NGUYEN HUNG HUYNH HAO T	1619 STEPSTON	LAWRENCEVILL
2104 Vista Dale Court Tucker, GA	2104 VISTADALE LLC	2104 VISTADAL	TUCKER
2060 East Exchange Place Ste 10	SELIG ENTERPRISES INC	1110 SPRING S	ATLANTA
2133 Lavista Executive Park Tucker, GA	HNS PROPERTIES LLC	2133 LAVISTA E	TUCKER
4270 Lavista Road Tucker, GA 300	FALCONS PROPERTIES LLC	1995 N PARK PL	ATLANTA
4227 Lavista Road Tucker, GA 300	MARKER TRUS PERLMAN FAMI	25521 COMMER	LAKE FOREST
2127 Vista Dale Court Tucker, GA	VISTA DALE PROPERTIES LLC	2127 VISTA DAL	TUCKER
2130 Vista Dale Court Tucker, GA	HAN PETER HAN GRACE	2696 COSMOS	ATLANTA
2082 East Exchange Place Tucker, GA	GEORGIA STUDENT FINANCE A	2082 E EXCHAN	TUCKER
2130 Lavista Executive Park Tucker, GA	IBIJOKE PROPERTIES LLC	2130 LAVISTA E	TUCKER
2105 Vista Dale Court Tucker, GA	FURIN PROPERTIES LLC	2105 VISTA DAL	TUCKER
2075 Northlake Parkway Tucker, GA	WRIGHT JOHN (WRIGHT MARIN	22641 BENNER	TORRANCE
4279 Lavista Road Tucker, GA 300	EXECUTORY LLC	5325 NORTHSID	ATLANTA
2081 Northlake Parkway Tucker, GA	CASHIRWAD LLC	2081 NORTHLA	TUCKER
2092 Vista Dale Court Tucker, GA	DREPUNG LOSELING MONASTE	1781 DRESDEN	ATLANTA
2112 Vista Dale Court Tucker, GA	CONTRERAS O CONTRERAS OI	2112 VISTA DAL	TUCKER
4303 Lavista Road Tucker, GA 300	KAY SEM LLC	4303 LAVISTA R	TUCKER
2125 Lavista Executive Park Tucker, GA	MACLEOD HARRY L	2125 LAVISTA E	TUCKER
2142 Vista Dale Court Tucker, GA	HLS PROPERTIES LLC	2142 VISTADAL	TUCKER
4232 Lavista Road Tucker, GA 300	GELDER ROGEI WILLETT DWAIN	1110 NORTHCH	MARIETTA
2135 Northlake Parkway Tucker, GA	NORTHLAKE FAMILY MEDICINE	2135 NORTHLA	TUCKER
2097 Vista Dale Court Tucker, GA	TCW INC	1572 SPRING B	DECATUR
2059 Northlake Parkway Tucker, GA	TUCKER EXCHANGE LLC	1427 MAYSON S	ATLANTA
4271 Lavista Road Tucker, GA 300	STALLION INVESTMENT II LLC	3378 LAWRENC	TUCKER
2100 East Exchange Place Tucker, GA	OGLETHORPE POWER CORP	2100 E EXCHAN	TUCKER
2077 Northlake Parkway Tucker, GA	O T A C DEVELOPMENT GROUP	2077 NORTHLA	TUCKER
4246 Lavista Road Tucker, GA 300	TAREK REAL ESTATES LLC	4246 LAVISTA R	TUCKER
2096 Vista Dale Court Tucker, GA	MANRY & HESTON INC	PO BOX 49607	ATLANTA
2119 Vista Dale Court Tucker, GA	FORMISANO NICHOLAS	2761 DOVER RE	ATLANTA
2122 Vista Dale Court Tucker, GA	DONOHUE KATHLEEN	2312 BURNT CR	DECATUR
2039 Crescent Centre Boulevard T	ARC CAFEUSA001 LLC	3038 SIDCO DR	NASHVILLE

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department



TX	76180
GA	30359
GA	30087
GA	30022
TX	77010
GA	30359
GA	30084
MN	55440
GA	30043
GA	30084
GA	30309
GA	30084
GA	30339
CA	92630
GA	30084
GA	30345
GA	30084
GA	30084
GA	30084
CA	90505
GA	30327
GA	30084
GA	30319
GA	30084
GA	30084
GA	30084
GA	30084
GA	30067
GA	30084
GA	30033
GA	30324
GA	30084
GA	30084
GA	300
GA	30084
GA	30359
GA	30327
GA	30033
TN	37204

# Auto MD

## Business Proposal Draft

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

# Auto MD Proposal

- General automotive maintenance: to include things like, oil changes, tune ups, breaks, suspension work, etc
- Complimentary shuttle service for customer and senior citizens will receive pick-up and drop off of vehicles for those within a 5 mile radius.
- 15% labor discount for veterans, law enforcement, first responders and educators
- Auto MD will not be like the typical mechanic shop, we will provide a clean environment similar to that of a Doctor's office.
- All completed customer vehicles will be stored at the rear of business in the proposed designated parking area.

# Auto MD Proposal

- Auto MD will have 2 designated signs, one being at the front face of the building and the other at front of Northlake Parkway.
- Clean waiting area with complimentary beverages and snacks.
- Operating Hours M-F 8am to 6pm and Saturday 9am to 1pm (sunday closed) hours may vary due to holidays
- All vehicles will be dressed with protective floor mat coverings, protective seat covers, protective shifter covers and protective steering wheel covers. This will provide customers with clean servicing of vehicles.
- Auto MD strives to be your neighborhood dealer alternative. We also look forward to being a positive business in the greater Tucker community.

# Auto MD Proposal

- Auto MD will regularly donate to Tucker High School and Tucker Middle School.
- As an employee and homeowner in Tucker for over 20 years I look forward to continuing to provide great service and relationships within the City of Tucker.
- Auto MD will not allow abandoned vehicles to be stored on the property.

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

## Auto MD - Questions from Neighborhood Meeting

Date: Wednesday June 2, 2021

Time Start: 5pm

Time End: 8:30pm

### Questions

1. Where will vehicles be stored that are waiting for service?
  - a. Once a vehicle is dropped off for service, the advisor will perform a vehicle check-in, apply floor protective floor mats, steering wheel cover, shift lever cover, then he will proceed to pull the vehicle into the rear designated parking area behind the building.
2. Will vehicles be stored in front of the building after closing hours?
  - a. Vehicles will not be stored in front of the building, vehicles will be stored in rear parking areas with adequate lighting and video surveillance.
3. What will be the hours of operation?
  - a. Monday-Friday: 8am - 6pm
  - b. Saturday 9am - 1pm
4. What will Auto MD be using for security and safety?
  - a. Auto MD will be using the latest alarm system from EMC Security paired with eight (8) security cameras outside and three (3) inside the building that are active 24 hours a day. Auto MD provided a tour of the security systems to guests.
5. Where will vehicles be serviced?
  - a. Vehicles will be serviced inside service bays located in the rear area of the building. Auto MD provided a tour of the service areas to guests.
6. How will Auto MD compete with Firestone and Dekalb Tires?
  - a. I have gathered a large following of customers and clients throughout my 20 year career of providing automotive services to the area of Tucker. Additionally, being a resident of Smoke rise has allowed me to become closer to my customers and develop a loyal following.
  - b. Auto MD will specialize in servicing European and luxury vehicles and therefore aims our services to the different customer base.
7. Where will Auto MD's signs be located?
  - a. A sign will be located towards Northlake Parkway underneath the Zip Tire sign. A second sign will be on the top face of our building above the front entrance. Auto MD showed guests where signs would be located.

RECEIVED  
City of Tucker

JUN 15 2021

Community Development  
Department

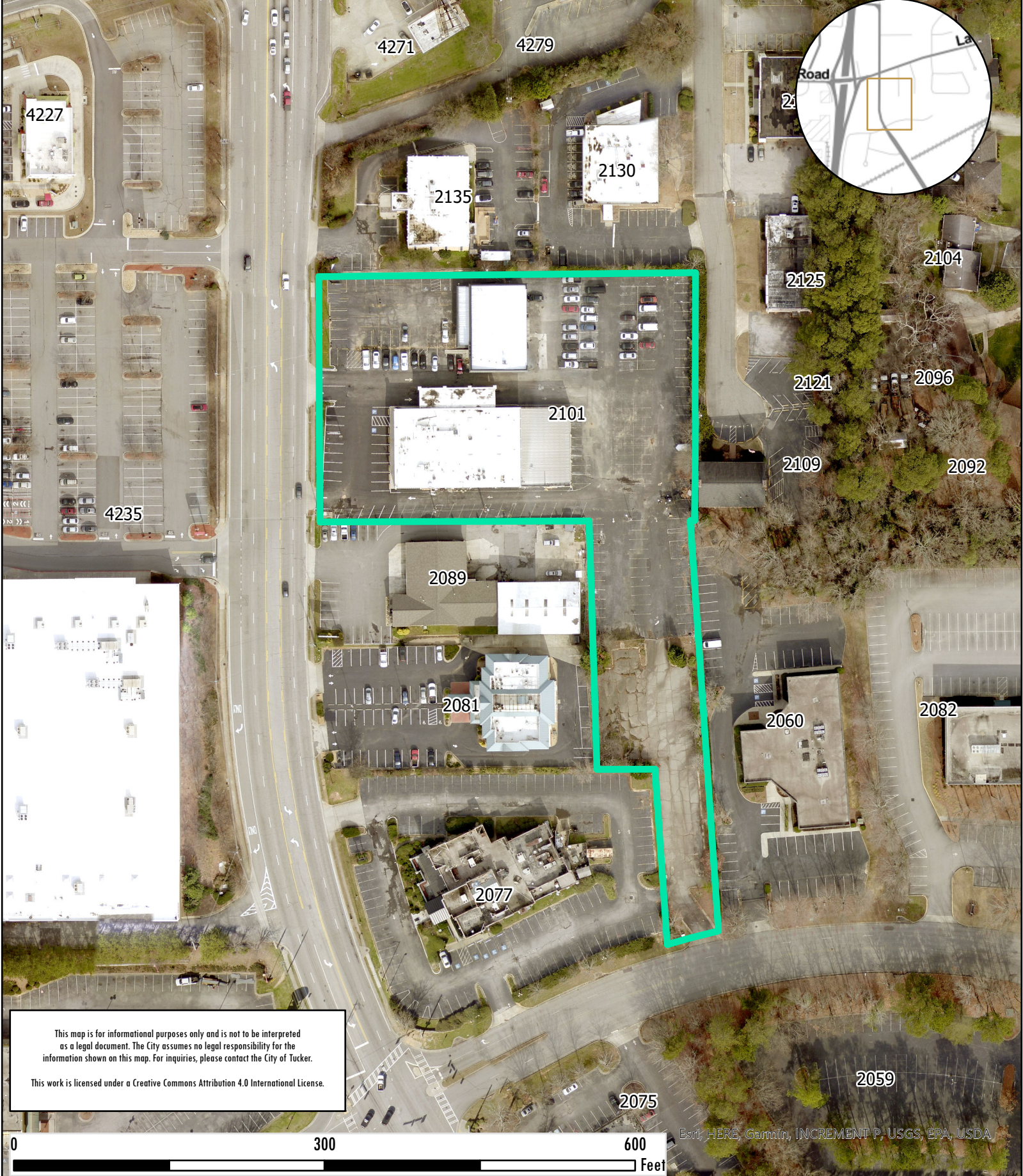


## Auto MD - Questions from Neighborhood Meeting

8. What vehicles will Auto MD service?
  - a. Auto MD will specialize in European vehicle maintenance.
9. How far away will Auto MD provide shuttle service?
  - a. Auto MD will provide shuttle service with a ten mile radius.
  - b. Auto MD will also provide courtesy pick up and drop off of vehicles for senior citizens within a ten mile radius.
10. What advertising will Auto MD be using?
  - a. Auto MD will be advertising on multiple social media platforms such as Facebook, Instagram and Next Door. Auto MD will also be taking advantage of Up Close Magazine and The Smoke Signal.
11. Will Auto MD provide any military discounts?
  - a. Auto MD will provide a 15% labor discount to active military veterans, law enforcement, first responders and educators.
  - b. Auto MD will also provide 10% labor discounts for senior citizens.
  - c. Auto MD will frequently post specials and coupons on its social media sites.
12. What addresses were meeting invitations mailed to?
  - a. Auto MD was provided a mailing list from the City of Tucker.
13. The Caduceus symbol within the logo is deceiving.
  - a. Auto MD agreed to alter the logo to reduce confusion.
14. Does Auto MD have a partnership with MVP German Automotive?
  - a. Auto MD does not have a partnership with any other automotive shops at this time.





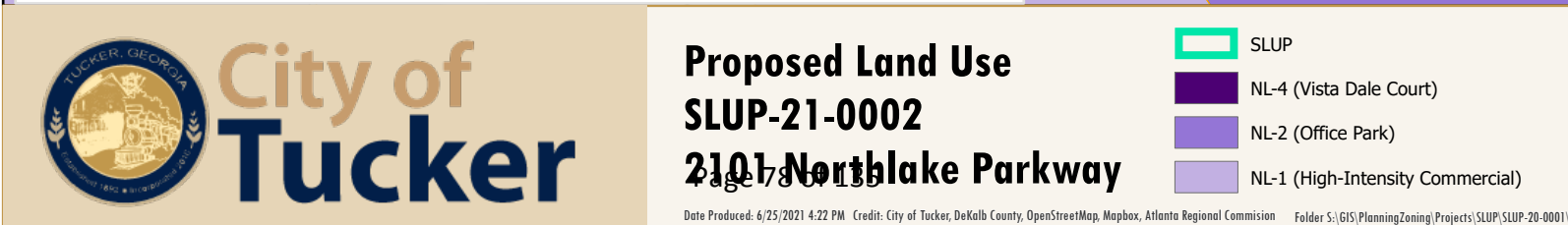


**City of  
Tucker**

**Proposed Land Use  
SLUP-21-0002  
2101 Northlake Parkway**

 SLUP







## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Robert J. Porche, Jr., Finance Director  
**CC:** Tami Hanlin, City Manager  
**Date:** August 9, 2021  
**RE:** Ordinance O2021-08-14 - FY21 Budget Amendment #1

---

**Issue:**  
FY2022 Budget Amendment #1

**Recommendation:**  
Council Approval

**Background:**

**Summary:**

This is a first read and public hearing for an ordinance to amend the fiscal year 2022 budget. The following items are included in this mid-year budget amendment:

- The largest part of this budget amendment is the establishment of the Rescue Plan Act Fund #230. The funding came from the US Treasury in the amount of \$6,795,608.
- Closing a project and re-allocating those funds to Contingency.
- Increase a project budget and fund the increase from Contingency.
- BS&A Program Upgrade to Cloud Version
- Recognize Contributions & Create Bee Initiative Project

**Financial Impact:**

Only new money is Contributions. There are transfers to/from Contingency inside the Capital Project Fund and SPLOST Fund.

**AN ORDINANCE TO AMEND THE 2022 FISCAL YEAR BUDGET**

**WHEREAS**, the City of Tucker may amend an operating and capital budget in accordance with Section 5.04 of the Charter;

**WHEREAS** the City of Tucker held a public hearing on the amendment to the 2022 Operating and Capital Budget on August 9, 2021; and

**NOW THEREFORE BE IT ORDAINED** by the Mayor and Council of the City of Tucker while at a regular meeting on August 23, 2021 that the attached Exhibit A: FY22 Budget Amendment to the operating and capital budget is hereby adopted for the fiscal year 2022 and becomes effective upon its adoption;

**SO ORDAINED AND EFFECTIVE** this 23rd day of August 2021.

Approved by:

\_\_\_\_\_  
Frank Auman, Mayor

Attest:

\_\_\_\_\_  
Bonnie Warne, City Clerk

SEAL

## EXHIBT A: FY21 Budget Amendment

Account	Description	Increase	Decrease
100-0000-37.10000	DONATIONS	57,850	
100-9000-61.30000	TR FUNDS TO CAPTIAL	57,850	
300-6211-54.23100-PR2114	MEMORIAL PROJECT	57,850	
300-9000-39.30000-PR2114	TR FUNDS FROM GENERAL FUND	57,850	
100-0000-33.10000	LMIG STATE GRANT REVENUE	500,000	
100-9000-61.30000	TR FUNDS TO CAPITAL PROJECT	500,000	
300-9000-39.30000	TR IN FUNDS FROM GEN FUND	500,000	
300-4100-54.14000-CE2109	INCREASE PROJECT EXPENDITURE	500,000	
206-0000-37.10000	TREE BANK CONTRIBUTIONS	28,312	
206-7400-52.22000	TREE BANK EXPENDITURES	28,312	
100-7400-52.22000	REPAIR & MAINTENANCE	8,000	
100-7400-52.22000	REPAIR & MAINTENANCE	4,000	
100-1513-57.90000	CONTINGENCIES -- GEN FUND		12,000
100-1513-57.90000	CONTINGENCIES -- GEN FUND		50,000
300-6211-54.12000-PR2115	PETERS PARK -- COMM. JESTER	50,000	
300-6210-52.12000-PR2006	TRAILS	3,396	
300-6211-54.12000-PR2109	TRAILS		3,396
300-6210-52.12000-PR1902	PETERS PARK CONSTRUCTION PLANS		21,145
300-6210-52.12000-PR2004	PARK CONSTRUCTION PLANS	21,145	
320-4100-52.12000-SP2001	JACOBS PROJECT MGMT	9,469	
320-4200-54.14000-SP2006	HUGH HOWELL & MIB	9,959	
320-4200-54.14000-SP2008	RESURFACING	7,250	

320-4200-54.14000-SP2101	RESURFACING		26,678
320-4224-52.12000-SP1905	TO CLOSE PROJECT KAIZEN TRAIL MASTER PLAN	-	5,978
320-4200-54.14000-SP2101	TO CLOSE PROJECT KAIZEN TRAIL MASTER PLAN	5,978	
300-6210-52.12000-PR2004	PARK CONSTRUCTION PLANS	5,536	
300-6211-52.12000-PR2105	PARK CONSTRUCTION PLANS		5,536
300-1535-54.24000-IT2005	NETWORK FAILOVER		11,100
300-1535-54.24000-IT2007	CONFERENCE ROOM MEDIA UPGRADE	-	22,000
300-1535-54.24000-IT2008	LASERFICHE SERVICES - PORTAL UTILITIES	-	20,000
300-1535-54.24000-IT2101	COMPUTER REPLACEMENT	53,100	



[illegible]

ject to Contingency		
ject to Contingency		
2	Rosenfeld Parking Lots	
2	Rosenfeld Parking Lots	
Funding		
Funding		
cess Cost for Rosser Road Project		CE2209
cess Cost for Rosser Road Project		CE2209
CC2201		
m FN2102		
m IT2009		
CC2201		
m OC2001		
PR2005		
m SP2016		
SP1911		
m SP2016		
SP2015		
ntributions	J Squared Inc	
ntributions	CE2205	
ntributions		
ntributions	CE2205	
ity Bee Initiative		
ity Bee Initiative		
ity Bee Initiative		
ity Bee Initiative	PR2208	



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Robert Porche, Finance Director  
**CC:** Tami Hanlin, City Manager  
**Date:** August 9, 2021  
**RE:** Resolution R2021-08-15 Coronavirus Grant (ARPA)

---

**Issue:**

This Resolution is official acceptance of the Grant funds (ARPA) from the United States Treasury in the amount of \$6,795,608 this year and again next year. The funds were sent electronically to the City directly from the United States Treasury. Fund 230 is set up in accordance with the guidance from the Department of Community Affairs for all municipalities in Georgia.

**Recommendation:**

Resolution to accept Grant funds.

**Background:**

**Summary:**

**Financial Impact:**

\$6,795,608.00 of Grant Revenue in FY22.

**STATE OF GEORGIA  
CITY OF TUCKER**

**RESOLUTION R2021-08-15**

**CORONAVIRUS STATE AND LOCAL FISCAL REVOCERY FUNDS GRANT  
ACCEPTANCE RESOLUTION**

**WHEREAS**, at the regular meeting of the Mayor and Council of Tucker, Georgia held on the 9<sup>th</sup> day of August, 2021, a motion was made and duly seconded that the City of Tucker agrees to the terms of the contract for a state grant between the United States Treasury and City of Tucker for a grant of financial assistance in accordance with the guidance issued by the U.S. Treasury, and authorize Mayor Frank Auman to execute said contract on behalf of City of Tucker, and accept the grant provided for in said contract in the amount of \$13,591,216 over the next two years. The first tranche is \$6,795,608 and the second tranche as well.

**NOW, THEREFORE BE IT RESOLVED** by the City of Tucker of DeKalb County, Georgia that the terms and conditions of the contract between the United States Treasury and the City of Tucker are hereby agreed to, that Mayor Frank Auman is authorized and empowered to execute said contract and any subsequent amendments thereto on behalf of the City of Tucker, and the grant provided for in said contract in the amount of \$13,591,216.00 is hereby accepted to be used under the terms and conditions of said contract.

**PASSED UNANIMOUSLY AND ADOPTED** in the regular meeting of the City of Tucker, Georgia this 9<sup>th</sup> day of August, 2021.

CITY OF TUCKER:

ATTEST:

BY: \_\_\_\_\_  
Project Sponsor  
Mayor Frank Auman

\_\_\_\_\_  
Clerk of Project Sponsor  
City Clerk, Bonnie Warne

(Seal)

**Certification**

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Council on the date so stated in the Resolution.

I further certify that I am the Clerk of the Council and that said resolution has been entered in the official records of said Council and remains in full force and effect the 9<sup>th</sup> day of August, 2021.

\_\_\_\_\_  
Clerk of the Council  
Bonnie Warne

Federal Employers Identification #81-2478360





U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Signature: Robert Porche  
Robert Porche (Jun 17, 2021 09:17 EDT)

(Authorized Representative)

Name: Robert Porche

Title: Finance Director

Date: Jun 17, 2021

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.





## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** John McHenry  
**CC:** Tami Hanlin, City Manager  
**Date:** August 4, 2021  
**RE:** Reappointment of Ted Rhinehart to the Tucker Urban Redevelopment Agency

---

**Issue:** The Tucker Urban Redevelopment Agency has four members. One of the At Large Members initial one year term expires on August 10, 2021.

**Recommendation:**

To Reappoint Ted Rhinehart to the Urban Redevelopment Agency.

**Background:** At Large Member Derrick West is serving a two year term. The City Manager and Community & Economic Development Director are also appointments to this board.

**Summary:** Reappoint Ted Rhinehart to another term.

**Financial Impact:** None



**A RESOLUTION TO APPOINT A MEMBER OF THE CITY OF  
TUCKER URBAN REDEVELOPMENT AGENCY**

**WHEREAS**, the City of Tucker Urban Redevelopment Agency was enacted and made effective on July 13<sup>th</sup>, 2020;

**WHEREAS**, the City of Tucker appointed a Second at Large Member to the Urban Redevelopment Agency on August 20, 2020 for a one-year term;

**WHEREAS**, with respect to the appointment of new members, they shall be appointed for a term of two years;

**WHEREAS**, to be eligible to serve, a person shall be at least 21 years of age, shall be a resident of the City for at least two years prior to the appointment, and shall not have been convicted of a felony;

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Tucker, while at their regular meeting on August 9, 2021, reappoints the following citizen as a member of the City of Tucker Urban Redevelopment Agency with the term described;

One Year Term: 8/9/2021 - 8/9/2022

Ted Rhinehart

**SO ORDAINED and EFFECTIVE**, this 9th day of August 2021.

APPROVED:

Frank Auman, Mayor

ATTEST:

Bonnie Warne, City Clerk

(seal)



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Rip Robertson, Director, Parks & Recreation  
**CC:** Tami Hanlin, City Manager  
**Date:** August 9, 2021  
**RE:** Rosenfeld Park Sidewalk/Parking Project

---

### **Issue:**

With the City of Tucker's commitment to quality parks and outdoor activity, we continue to make improvements in our park system. This project will create designated and identified parking and a sidewalk for access to Rosenfeld Park pool and tennis/pickleball courts.

### **Recommendation:**

Staff recommends approving a contract, for a total of \$83,350.00, with Woodwind Construction Company, INC. to add new sidewalks and designated parking along Glacier and Smoke Rise Drives adjacent to Rosenfeld Park. We had 2 qualified contractors submit bids and both have completed numerous parks projects.

### **Background:**

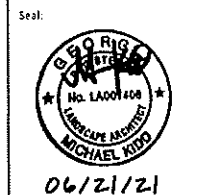
As part of our Master Plan, access and parking were mentioned as priorities in our parks. We continue to strive to add these priority features in our system.

### **Summary:**

This project will install sidewalks beginning at the tennis courts on Glacier Drive and run the full length to Smoke Rise Drive and then along Smoke Rise Drive to the property line. This will include improving access to the courts and pool and a new access walk to the newly installed Rosenfeld Memorial. This project is intended to provide safe access to the pool and tennis/pickleball courts.

### **Financial Impact:**

This item will be funded in the Departments General Fund CIP, 320-6210-54.12000 (SP2014).



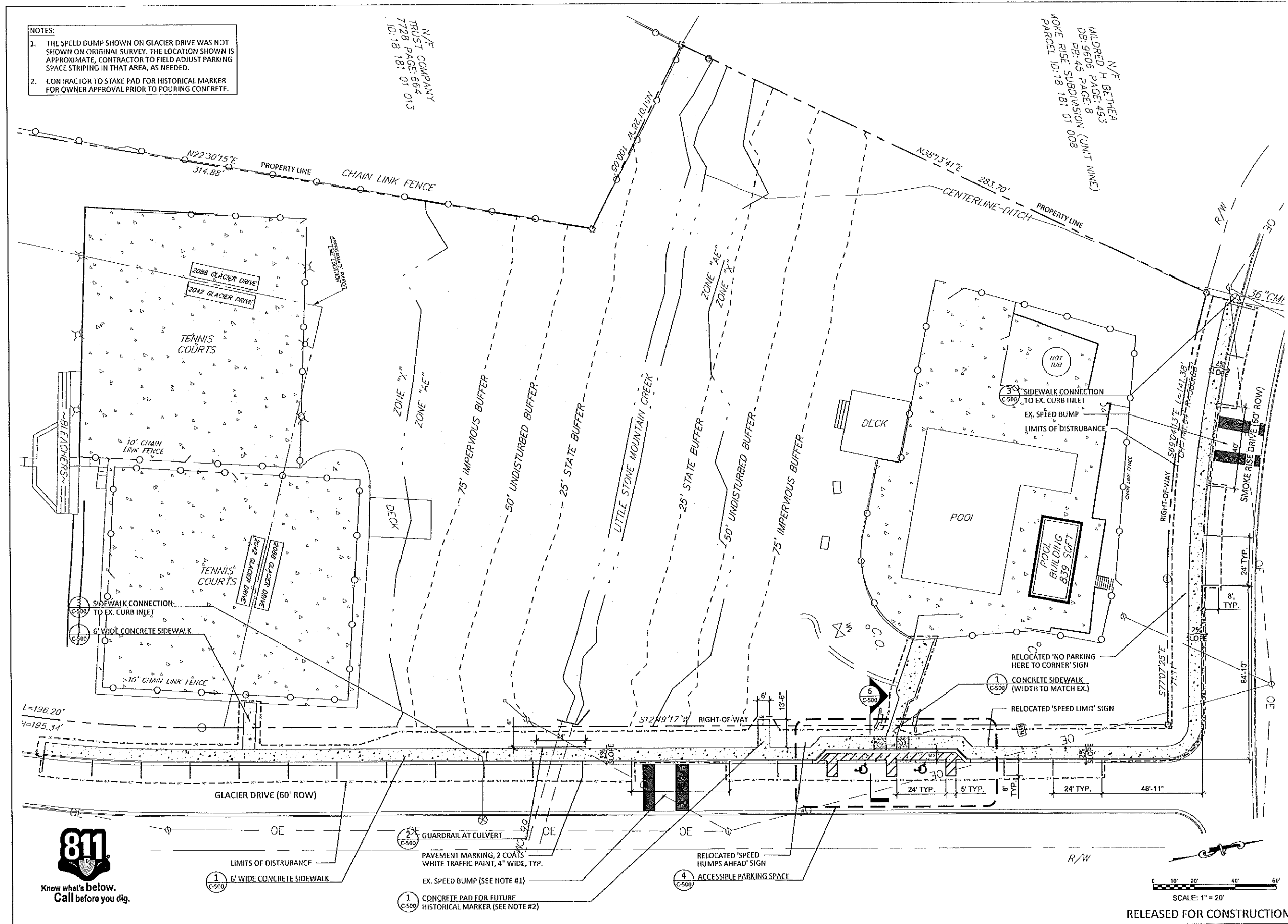
Date: 06/21/21  
Project No: 2020-043  
Drawn By: PS  
Checked By: MK

**Rosenfeld Park**  
Parking Lot Improvements  
The City of Tucker Parks & Recreation Department  
4898 Lavista Road  
Tucker, GA 30084

Revisions:		
NO.	DATE	DESCRIPTION
1	06/21/21	CITY COMMENTS

Sheet Title:  
**Site Plan**

Sheet No:  
**C-100**



SCALE: 1" = 20'  
RELEASED FOR CONSTRUCTION

## ROSENFELD PARK: PARKING IMPROVEMENTS

### BID PROPOSAL, Page 1 of 4

Proposal of Woodwind Construction Company, Inc. (hereinafter called "**BIDDER**") a contractor organized and existing under the laws of the state of Georgia, \*an individual, a corporation, or partnership doing business as Woodwind Construction Company, Inc..

\*Strike out Inapplicable Terms.

THIS BID SUBMITTED TO: The City of Tucker Parks and Recreation Department (hereinafter called "**OWNER**")

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **OWNER** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Lump Sum Fee and within the Contract Time indicated in this Bid.

**BIDDER** agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **ROSENFELD PARK: PARKING IMPROVEMENTS PROJECT**, including but not limited to: the striping of new parking spaces along Smoke Rise Drive and Glacier Drive, and the construction of new concrete sidewalks to access these spaces.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** agrees that in case of failure on his/her part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within ten (10) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **OWNER** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
2. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.
3. **BIDDER** has given the **OWNER** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **OWNER**.



## ROSENFELD PARK: PARKING IMPROVEMENTS

### BID PROPOSAL, Page 2 of 4

4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation.
5. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
6. **BIDDER** has not solicited or induced any person, firm, or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **OWNER**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**BIDDER** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within five (5) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the Work within four (4) calendar months of the Notice to Proceed.

#### TOTAL LUMP SUM BASE BID:

1. Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by the Design Consultants and titled: **Rosenfeld Park: Parking Improvements**, together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plants, equipment, transportation, taxes, permits and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents for the lump sum consideration of:

TOTAL BASE BID

\$ 83,350.00

Eighty Three Thousand Three Hundred Fifty Dollars  
(insert written amount)

Said amount above shall be hereinafter referred to as the "Base Bid" or "Base Proposal".

## ROSENFELD PARK: PARKING IMPROVEMENTS

### BID PROPOSAL, Page 3 of 4

2. If the Contractor is given a Notice of Award by the Owner, within Thirty (30) calendar days after receipt of bids, the Contractor agrees to execute a contract for the above-named project work and the above-stated consideration on the form required within ten (10) calendar days of such notification. The undersigned hereby designates the office address stated on the last page of this proposal as the address to which a Notice of Award of this Construction Contract may be delivered and to which all official correspondence and notices may be mailed, or delivered, unless the Owner is otherwise notified in writing by the Contractor.

#### ACKNOWLEDGEMENT OF ADDENDA:

*(The Bidder hereby acknowledges receipt of addenda to this solicitation)*

Addendum No: 1 Date: 7/8/21 Addendum No:      Date:             

Addendum No:      Date:              Addendum No:      Date:             

Addendum No:      Date:              Addendum No:      Date:             

Attached hereto is a bid bond or certified check on the (Bank)                                      in the amount of 5% of Total Bid Amount.

(Five percent of Total Amount Bid).

ROSENFELD PARK: PARKING IMPROVEMENTS

BID PROPOSAL, Page 4 of 4

This Bid Proposal is respectfully submitted by:

Woodwind Construction Company, Inc.

**BIDDER** (Company Name)

Company Physical Address:

1110 Mountain Creek Trail

Sandy Springs, GA 30328

Company Mailing Address (if different):

PO Box 720326

Sandy Springs, GA 30358

Point of Contact: Phone Number

( 770 ) 449-3250

Point of Contact: E-mail Address

Lberthen@woodwindconstruction.net


Signed and sealed this 22nd day of July, 2021.

By: Lief Berthen

(Printed Name)

President

(Title)

  
(Signature)

(Seal)

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

BID FORMS: PAGE 4 of 11



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Ken Hildebrandt  
**CC:** Tami Hanlin, City Manager  
**Date:** August 9, 2021  
**RE:** Contract Award for Engineering Services: Sidewalk/Trail Design on Cooledge & Hugh Howell Roads

---

### Issue:

Contract award for two engineering design projects: sidewalk on a portion of Cooledge Road and a 10' trail along a portion of Hugh Howell Road.

### Recommendation:

Staff recommends that (2018-016) Task Order #30 be awarded to Lowe Engineers for \$83,535.00.

### Background:

This is a continuing effort to fill sidewalk and trail gaps throughout the city.

### Summary:

#### Cooledge Road Sidewalk:

Section 1 - East side from the Chevron Station (north of US 78) to south of Carrington Point; approx. 560';

Section 2 - West side from Edinburgh Way to Quick Trip (minus the existing sidewalk along the church); approx. 2,890';

Hugh Howell Road: 10' Trail on the north side beginning at the new trail under construction 500' east of Flintstone Dr and ending at Marthasville Court (minus the existing new sidewalk in place).

### Financial Impact:

\$48,215 for Cooledge Road will be funded from the Capital Sidewalk account

GL# 300-4224-54.14000 CE2108

GL# 320-4224-54.14000 SP2009

\$35,320 for Hugh Howell Road will be funded from the SPLOST Trail account.

GL# 300-4224-54.14000 CE2108





**PROFESSIONAL ENGINEERING SERVICES  
CONTRACT AGREEMENT (RFQ #2018-016)  
TASK ORDER #~~30XX~~**

**COOLEDGE ROAD AND HUGH HOWELL ROAD  
IMPROVEMENTS PROJECT  
ENGINEERING  
SCOPE OF SERVICES**

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFQ #15-216-1), and shall serve as authorization by the City of Tucker to Lowe Engineers, LLC (“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 #2018-016). Now therefore, the parties agree as follows:

**Location of Project:**

**Cooledge Road Sidewalk:**

Section 1 - East side from the Chevron Station (north of US 78) to south of Carrington Point; approx. 560’;

Section 2 – West side from Edinburgh Way to Quick Trip (minus the existing sidewalk along the church); approx. 2,890’;

**Hugh Howell Road:** 10’ Trail on the north side beginning at the new trail under construction 500’ east of Flintstone Dr and ending at Marthasville Court (minus the existing new sidewalk in place).

**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:

**Phase 1 – Database Preparation**

- Topographic survey within the project limits described above.
- Locate all stormwater structures and pipes, including invert elevations, size, and material, within the project limits.
- Locate all above ground utilities and utility markings from Call Before You Dig (811).
- Locate property corners for the properties within the project limits.

- Compile property information along the right-of-way for properties within the project limits utilizing DeKalb County GIS Property information.

## **Phase 2 – Construction Plans**

- Provide construction plans to include sidewalk/trail design, drainage improvements, utility conflicts, GDOT standard gravity wall envelopes, and erosion & sediment control.
- Provide detailed construction cost estimate.
- Show required construction easements and right-of-way.
- Prepare 8 ½”x11” right-of-way exhibit plats for parcels with required right-of-way and or easements

## **Phase 3 – GDOT Permitting**

- Prepare and submit encroachment permit package for improvements on Hugh Howell Road into GDOT’s GPAS permitting system for issuance of a GDOT Right-of-way Encroachment Permit.
- Coordinate with the City for any required documents or signatures required for issuance of the final permit.

## **CONSULTANT Deliverables to CITY**

- All electronic documents, project files, material invoices, tickets, inspection reports, photographs, and permits associated with this project

**Design Specifications and Guidelines:** The database preparation and concept plans will be performed on an hourly basis utilizing the previously approved rates from RFQ #2018-016 with a Not to Exceed amount as follows:

	<b><u>Cooledge Rd</u></b>	<b><u>Hugh Howell Rd</u></b>
<b>Phase 1: Database Preparation:</b>	<b>\$ 18,040.00</b>	<b>\$ 7,220.00</b>
<b>Phase 2: Construction Plans:</b>	<b>\$ 30,175.00</b>	<b>\$ 21,720.00</b>
<b>Phase 3: GDOT Permitting</b>	<b>N/A</b>	<b>\$ 6,380.00</b>
<b>Total Not to Exceed Fee</b>	<b><u>\$ 48,215.00</u></b>	<b><u>\$ 35,320.00</u></b>

This TASK ORDER is subject to the terms and conditions of the original CONTRACT AGREEMENT (RFQ #2018-016) entered between the parties.

**General Scope of Service:** The WORK under this TASK ORDER is to be commenced upon receipt of “Notice to Proceed” (NTP). The WORK will be completed within 90 calendar days after Notice to Proceed.

The CONSULTANT shall prepare a schedule showing milestone completion dates based on completing the WORK within 10 calendar days (hereinafter referred to as the “Schedule for Completion”), excluding City review time. The Schedule for Completion will be revised to reflect the actual NTP date and will be updated as required throughout the project duration.

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

The CONSULTANT shall coordinate and attend periodic meetings with the CITY regarding the status of the TASK ORDER. The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

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

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

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


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

**Attachments:**

Attachment A – Lowe Fee Proposal

CONSULTANT:

CITY:

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

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

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

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

Name: Richard J. Meehan, PE\_\_\_\_\_

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

Date: July 15, 2021\_\_\_\_\_

Date: \_\_\_\_\_



**City of Tucker**

**Fee Proposal**

**Cooledge Road Sidewalk Improvements**

at Carrington Point and Edinburgh Way

<b>PHASE DESCRIPTION</b>	<b>COST</b>
Survey and Utility Database	\$ 18,040.00
Construction Plans	\$ 30,175.00
<b>Total NOT-TO-EXCEED amount of contract proposal</b>	<b>\$ 48,215.00</b>

**City of Tucker**

**TRANSPORTATION IMPROVEMENT PROGRAM**

**COST PROPOSAL**

**Project:** Coolidge Road Sidewalk Improvements

**Phase:** Survey and Utility Database

<b>Direct Costs</b>				
<b>PERSONNEL</b>	<b>EST HOURS</b>	<b>RATE/HR</b>	<b>COST(\$)</b>	<b>TOTALS</b>
<b>SURVEY</b>				
PLS	10	\$ 175.00	\$ 1,750.00	
SURVEY MANAGER	16	\$ 120.00	\$ 1,920.00	
3-PERSON SURVEY CREW	54	\$ 165.00	\$ 8,910.00	
TECHNICIAN	78	\$ 70.00	\$ 5,460.00	
PROJECT ADMINISTRATOR	0	\$ 60.00	\$ -	
<b>SUBTOTAL SURVEY</b>				\$ 18,040.00
<b>MAPPING</b>				
MAPPING MANAGER	0	\$ 48.50	\$ -	
SR PHOTOGRAMMETRIST	0	\$ 31.50	\$ -	
PHOTOGRAMMETRIST	0	\$ 20.00	\$ -	
<b>SUBTOTAL MAPPING</b>				\$ -
<b>TOTAL DIRECT LABOR</b>				\$ 18,040.00
OVERHEAD (INDIRECT COST ON LABOR ABOVE) <u>0.0%</u> (included in hourly rates)				
LABOR X OVERHEAD RATE = OVERHEAD (\$)				\$ -
<b>TOTAL DIRECT LABOR + OVERHEAD</b>				\$ 18,040.00

**TRANSPORTATION IMPROVEMENT PROGRAM**

**WORK HOUR ESTIMATE**

**Project:** Cooledge Road Sidewalk Improvements

**Phase:** Survey and Utility Database

#	ITEM/TASK DESCRIPTION	# DWGS	PLS	SURV MGR	SURV CREW	TECH	PROJ ADMIN	TOTAL	% OF TOTAL
	<b>SURVEY</b>								
	<i><b>Survey Control</b></i>								
1	Existing Control Recon.				2			2	1.3%
2	GPS Control Monuments & Surveys								0.0%
3	TBM Digital Leveling							0	0.0%
4	Prepanel Photo Control							0	0.0%
5	Photo Control Surveys							0	0.0%
6	Conventional Control Surveys							0	0.0%
	<i><b>Property Database</b></i>								
7	Tax Map & Deed Research					12		12	7.6%
8	Property Corner Surveys & CADD				4	24		28	17.7%
9	Right-of-way Plats							0	0.0%
	<i><b>Topographic Surveys</b></i>								
10	Roadway Profile Surveys & CADD				18	12		30	19.0%
11	Surface Utility Surveys & CADD				10	2		12	7.6%
12	Supplemental Topo Surveys & CADD				15	20		35	22.2%
13	Railroad Surveys & CADD							0	0.0%
14	Drainage Surveys & CADD				5	8		13	8.2%
15	Wetland Survey Location & CADD							0	0.0%
	<i><b>Staking</b></i>								
16	Stake Centerline							0	0.0%
17	Quality Control							0	0.0%
18	Crew Management							0	0.0%
	<i><b>R/W</b></i>								
19	Stake R/W and Easements							0	0.0%
20	Quality Control							0	0.0%
21	Crew Management							0	0.0%
	<i><b>Management &amp; coordination</b></i>								
22	Meetings & Coordination			4				4	2.5%
23	Quality Control		8					8	5.1%
24	Project Management		2	12				14	8.9%
	<b>TOTAL SURVEY</b>		<b>10</b>	<b>16</b>	<b>54</b>	<b>78</b>	<b>0</b>	<b>158</b>	

City of Tucker

TRANSPORTATION IMPROVEMENT PROGRAM

COST PROPOSAL

**Project:** Coolidge Road Sidewalk Improvements

**Phase:** Construction Plans

<b>Direct Costs</b>				
PERSONNEL	EST HOURS	RATE/HR	COST(\$)	TOTALS
<b>CIVIL DESIGN</b>				
PRINCIPAL-IN-CHARGE	6	\$ 175.00	\$ 1,050.00	
PROJECT MANAGER	56	\$ 150.00	\$ 8,400.00	
SENIOR ENGINEER	0	\$ 125.00	\$ -	
ENGINEER	213	\$ 95.00	\$ 20,235.00	
TECHNICIAN	0	\$ 70.00	\$ -	
PROJECT ADMINISTRATOR	4	\$ 60.00	\$ 240.00	
<b>SUBTOTAL CIVIL</b>				\$ 29,925.00
<b>TOTAL DIRECT LABOR</b>				\$ 29,925.00
OVERHEAD (INDIRECT COST ON LABOR ABOVE) <u>0.0%</u> (included in hourly rates)				
LABOR X OVERHEAD RATE = OVERHEAD (\$)				\$ -
<b>TOTAL DIRECT LABOR + OVERHEAD</b>				\$ 29,925.00
DIRECT COSTS (SPECIFY)				
REPRODUCTION			\$ 200.00	
SUPPLIES				
TRAVEL			\$ 50.00	
SUBCONTRACTORS				
<b>TOTAL DIRECT COSTS</b>				\$ 250.00
TOTAL ESTIMATED COST				\$ 30,175.00
PROFIT <u>0%</u>				\$ -
<b>NOT-TO-EXCEED AMOUNT FOR PHASE</b> <u>Construction Plans</u>				<b>\$ 30,175.00</b>



**Cooledge Road Sidewalk Improvements**

**WORK HOUR ESTIMATE**

**Project:** Cooledge Road Sidewalk Improvements

**Phase:** Construction Plan tasks

#	ITEM/TASK DESCRIPTION	# DWGS	PRIN	PROJ MGR	SR. ENGR.	ENGR.	TECH.	PROJ ADMIN	TOTAL	% OF TOTAL
1	Project Management & Coordination		6	17				4	27	9.7%
2	Geometrics (Horiz., S/E, Vert., etc.)					18			18	6.5%
3	Typ. Sections					4			4	1.4%
4	Cross Sections, Earthwork					8			8	2.9%
5	Draft Plans					24			24	8.6%
6	Drainage Design			4		24			28	10.0%
8	Driveway Profiles					8			8	2.9%
9	Signing/Marking Plans					6			6	2.2%
11	Erosion Control (NOI required)					32			32	11.5%
12	Utility Plans					18			18	6.5%
13	Retaining Wall envelopes					4			4	1.4%
14	Right of Way Plan sheets			4		15			19	6.8%
16	Final Quantities and Final Cost Estimate			3		8			11	3.9%
17	Quality Control Reviews			12					12	4.3%
18	Review Meeting			8		8			16	5.7%
19	Final Plan Revisions			8		36			44	15.8%
20										

**City of Tucker**

**Fee Proposal**

**Hugh Howell Sidewalk Improvements**

From Mountain West Trl to Marthasville Ct

<b>PHASE DESCRIPTION</b>	<b>COST</b>
Survey and Utility Database	\$ 7,220.00
Construction Plans	\$ 21,720.00
GDOT Permit	\$ 6,380.00
<b>Total NOT-TO-EXCEED amount of contract proposal</b>	<b>\$ 35,320.00</b>

**City of Tucker**  
**TRANSPORTATION IMPROVEMENT PROGRAM**  
**COST PROPOSAL**

**Project:** Hugh Howell Sidewalk Improvements

**Phase:** Survey and Utility Database

<b>Direct Costs</b>				
<b>PERSONNEL</b>	<b>EST HOURS</b>	<b>RATE/HR</b>	<b>COST(\$)</b>	<b>TOTALS</b>
<b>SURVEY</b>				
PLS	5	\$ 175.00	\$ 875.00	
SURVEY MANAGER	10	\$ 120.00	\$ 1,200.00	
3-PERSON SURVEY CREW	21	\$ 165.00	\$ 3,465.00	
TECHNICIAN	24	\$ 70.00	\$ 1,680.00	
PROJECT ADMINISTRATOR	0	\$ 60.00	\$ -	
<b>SUBTOTAL SURVEY</b>				\$ 7,220.00
<b>MAPPING</b>				
MAPPING MANAGER	0	\$ 48.50	\$ -	
SR PHOTOGRAMMETRIST	0	\$ 31.50	\$ -	
PHOTOGRAMMETRIST	0	\$ 20.00	\$ -	
<b>SUBTOTAL MAPPING</b>				\$ -
<b>TOTAL DIRECT LABOR</b>				\$ 7,220.00
OVERHEAD (INDIRECT COST ON LABOR ABOVE)		0.0%	(included in hourly rates)	
LABOR X OVERHEAD RATE = OVERHEAD (\$)				\$ -
<b>TOTAL DIRECT LABOR + OVERHEAD</b>				\$ 7,220.00

**TRANSPORTATION IMPROVEMENT PROGRAM**

**WORK HOUR ESTIMATE**

**Project:** Hugh Howell Sidewalk Improvements

**Phase:** Survey and Utility Database

#	ITEM/TASK DESCRIPTION	# DWGS	PLS	SURV MGR	SURV CREW	TECH	PROJ ADMIN	TOTAL	% OF TOTAL
	<b>SURVEY</b>								
	<b><i>Survey Control</i></b>								
1	Existing Control Recon.				2			2	3.3%
2	GPS Control Monuments & Surveys								0.0%
3	TBM Digital Leveling							0	0.0%
4	Prepanel Photo Control							0	0.0%
5	Photo Control Surveys							0	0.0%
6	Conventional Control Surveys							0	0.0%
	<b><i>Property Database</i></b>								
7	Tax Map & Deed Research					6		6	10.0%
8	Property Corner Surveys & CADD				2	8		10	16.7%
9	Right-of-way Plats							0	0.0%
	<b><i>Topographic Surveys</i></b>								
10	Roadway Profile Surveys & CADD				5	3		8	13.3%
11	Surface Utility Surveys & CADD				4	3		7	11.7%
12	Supplemental Topo Surveys & CADD				4	2		6	10.0%
13	Railroad Surveys & CADD							0	0.0%
14	Drainage Surveys & CADD				4	2		6	10.0%
15	Wetland Survey Location & CADD							0	0.0%
	<b><i>Staking</i></b>								
16	Stake Centerline							0	0.0%
17	Quality Control							0	0.0%
18	Crew Management							0	0.0%
	<b><i>R/W</i></b>								
19	Stake R/W and Easements							0	0.0%
20	Quality Control							0	0.0%
21	Crew Management							0	0.0%
	<b><i>Management &amp; coordination</i></b>								
22	Meetings & Coordination			2				2	3.3%
23	Quality Control		4					4	6.7%
24	Project Management		1	8				9	15.0%
	<b>TOTAL SURVEY</b>		<b>5</b>	<b>10</b>	<b>21</b>	<b>24</b>	<b>0</b>	<b>60</b>	



City of Tucker

TRANSPORTATION IMPROVEMENT PROGRAM

COST PROPOSAL

Project: Hugh Howell Sidewalk Improvements

Phase: Construction Plans

<b>Direct Costs</b>				
PERSONNEL	EST HOURS	RATE/HR	COST(\$)	TOTALS
<b>CIVIL DESIGN</b>				
PRINCIPAL-IN-CHARGE	4	\$ 175.00	\$ 700.00	
PROJECT MANAGER	46	\$ 150.00	\$ 6,900.00	
SENIOR ENGINEER	0	\$ 125.00	\$ -	
ENGINEER	146	\$ 95.00	\$ 13,870.00	
TECHNICIAN	0	\$ 70.00	\$ -	
PROJECT ADMINISTRATOR	0	\$ 60.00	\$ -	
<b>SUBTOTAL CIVIL</b>				\$ 21,470.00
<b>TOTAL DIRECT LABOR</b>				\$ 21,470.00
OVERHEAD (INDIRECT COST ON LABOR ABOVE) 0.0% (included in hourly rates)				
LABOR X OVERHEAD RATE = OVERHEAD (\$)				\$ -
<b>TOTAL DIRECT LABOR + OVERHEAD</b>				\$ 21,470.00
DIRECT COSTS (SPECIFY)				
REPRODUCTION			\$ 200.00	
SUPPLIES				
TRAVEL			\$ 50.00	
SUBCONTRACTORS				
<b>TOTAL DIRECT COSTS</b>				\$ 250.00
TOTAL ESTIMATED COST				\$ 21,720.00
PROFIT 0%				\$ -
<b>NOT-TO-EXCEED AMOUNT FOR PHASE</b> Construction Plans				<b>\$ 21,720.00</b>

**Hugh Howell Sidewalk Improvements**

**WORK HOUR ESTIMATE**

**Project:** Hugh Howell Sidewalk Improvements

**Phase:** Construction Plan tasks

#	ITEM/TASK DESCRIPTION	# DWGS	PRIN	PROJ MGR	SR. ENGR.	ENGR.	TECH.	PROJ ADMIN	TOTAL	% OF TOTAL
1	Project Management & Coordination		4	15					19	9.7%
2	Geometrics (Horiz., S/E, Vert.,etc.)			4		17			21	10.7%
3	Typ. Sections					5			5	2.6%
4	Cross Sections, Earthwork			1		6			7	3.6%
5	Draft Plans					10			10	5.1%
6	Drainage Design			4		15			19	9.7%
8	Driveway Profiles			1		5			6	3.1%
9	Signing/Marking Plans					2			2	1.0%
11	Erosion Control (NOI required)					8			8	4.1%
12	Utility Plans					17			17	8.7%
13	Retaining Wall envelopes					4			4	2.0%
14	Right of Way Plan sheets					9			9	4.6%
16	Final Quantities and Final Cost Estimate			3		6			9	4.6%
17	Quality Control Reviews			5					5	2.6%
18	Review Meeting			8		8			16	8.2%
19	Final Plan Revisions			5		34			39	19.9%
20										

## City of Tucker

## TRANSPORTATION IMPROVEMENT PROGRAM

## COST PROPOSAL

Project: Hugh Howell Sidewalk ImprovementsPhase: GDOT Permit

<b>Direct Costs</b>				
PERSONNEL	EST HOURS	RATE/HR	COST(\$)	TOTALS
<b>CIVIL DESIGN</b>				
PRINCIPAL-IN-CHARGE	5	\$ 175.00	\$ 875.00	
PROJECT MANAGER	18	\$ 150.00	\$ 2,700.00	
SENIOR ENGINEER	0	\$ 125.00	\$ -	
ENGINEER	29	\$ 95.00	\$ 2,755.00	
TECHNICIAN	0	\$ 70.00	\$ -	
PROJECT ADMINISTRATOR	0	\$ 60.00	\$ -	
<b>SUBTOTAL CIVIL</b>				\$ 6,330.00
<b>TOTAL DIRECT LABOR</b>				\$ 6,330.00
OVERHEAD (INDIRECT COST ON LABOR ABOVE)		<u>0.0%</u>	(included in hourly rates)	
LABOR X OVERHEAD RATE = OVERHEAD (\$)				\$ -
<b>TOTAL DIRECT LABOR + OVERHEAD</b>				\$ 6,330.00
DIRECT COSTS (SPECIFY)				
REPRODUCTION			\$ -	
SUPPLIES				
TRAVEL			\$ 50.00	
SUBCONTRACTORS				
<b>TOTAL DIRECT COSTS</b>				\$ 50.00
TOTAL ESTIMATED COST				\$ 6,380.00
PROFIT <u>0%</u>				\$ -
<b>NOT-TO-EXCEED AMOUNT FOR PHASE</b> <u>GDOT Permit</u>				<b>\$ 6,380.00</b>

**Hugh Howell Sidewalk Improvements**

**WORK HOUR ESTIMATE**

**object:** Hugh Howell Sidewalk Improvements

**base:** GDOT Permit tasks

#	ITEM/TASK DESCRIPTION	# DWGS	PRIN	PROJ MGR	SR. ENGR.	ENGR.	TECH.	PROJ ADMIN	TOTAL	% OF TOTAL
1	Management & GPAS Coordination		1	4					5	9.6%
2	District 7 Meetings		4	8		4			16	30.8%
3	Initial Plan prep & checklist					6			6	11.5%
4	Comment Responses & Revisions			4		10			14	26.9%
5	Draft "Existing" Plan Sheets					3			3	5.8%
6	Required Permit Documents			2		6			8	15.4%
	<b>TOTAL CIVIL</b>		<b>5</b>	<b>18</b>	<b>0</b>	<b>29</b>	<b>0</b>	<b>0</b>	<b>52</b>	



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Ken Hildebrandt  
**CC:** Tami Hanlin, City Manager  
**Date:** August 9, 2021  
**RE:** Contract Award for Old Norcross Road Sidewalk Right-of-Way Acquisition Services

---

**Issue:**

Contract Award for right-of-way acquisition services on the Old Norcross Road Sidewalk Project.

**Recommendation:**

Staff recommends awarding (2018-016) Task Order #31 to Atlas Consulting Services for \$58,825.00

**Background:**

Sidewalk is being designed along the west side of Old Norcross Road from Lawrenceville Highway to Spring Glen Drive. Due to limited right-of-way, the existing topography, and the need to install storm drainpipes, it is necessary to acquire easements.

**Summary:**

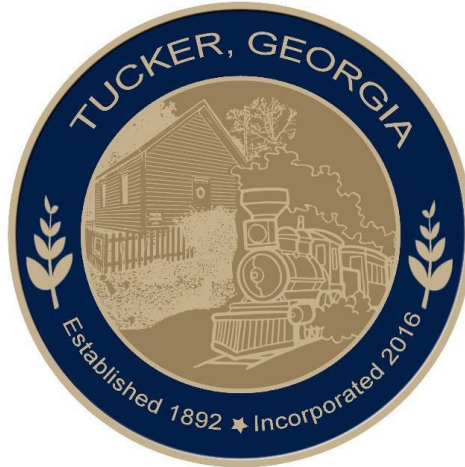
This task order is for the acquisition of 17 temporary construction easements and 5 permanent drainage easements

**Financial Impact:**

\$58,825.00 will be funded from the Capital Sidewalk account.

GL# 300-4224-54.14000 CE2108





**PROFESSIONAL ENGINEERING SERVICES  
CONTRACT AGREEMENT (RFQ #2018-016)  
TASK ORDER #31  
RIGHT OF WAY ACQUISITION SERVICES FOR  
OLD NORCROSS ROAD SIDEWALK**

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFQ #2018-016), and shall serve as authorization by the City of Tucker to Atlas Technical Consultants, LLC ("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 #2018-016). Now therefore, the parties agree as follows:

**Location of Project:**

West side of Old Norcross Road from Lawrenceville Highway to Spring Glen Drive.

**Description of Services:** The services to be performed by the CONSULTANT pursuant to this TASK ORDER (the "WORK") are the acquisition of 17 temporary construction easements and 5 permanent drainage easements, and more particularly described in the attached proposal from Atlas dated July 13, 2021

**Design Specifications and Guidelines:** The database preparation, concept plans, and report will be performed on an hourly basis utilizing the previously approved rates from RFQ #2018-016 with a Not to Exceed amount as follows:

**Total Not to Exceed Fee**

**\$ 58,825.00**

This TASK ORDER is subject to the terms and conditions of the original CONTRACT AGREEMENT (RFQ #2018-016) entered between the parties.

**General Scope of Service:** The WORK under this TASK ORDER is to be commenced upon receipt of “Notice to Proceed” (NTP). The WORK will be completed within 90 calendar days after Notice to Proceed.

The CONSULTANT shall prepare a schedule showing milestone completion dates based on completing the WORK within 10 calendar days (hereinafter referred to as the “Schedule for Completion”), excluding City review time. The Schedule for Completion will be revised to reflect the actual NTP date and will be updated as required throughout the project duration.

Every 30 days commencing with the execution of the TASK ORDER, the CONSULTANT shall submit a report which shall include, but not be limited to, a narrative describing actual work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (hereinafter referred to as “Narrative Report”). No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

The CONSULTANT shall coordinate and attend periodic meetings with the CITY regarding the status of the TASK ORDER. The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

The CONSULTANT shall accomplish all of the pre-construction activities for the TASK ORDER as part of the WORK. The pre-construction activities shall be accomplished in accordance with the all local codes and ordinances (where applicable), the applicable guidelines of the American Association of State Highway and Transportation Officials (AASHTO), current edition, the GDOT’s Standard Specifications Construction of Roads and Bridges, current edition, the Manual on Uniform Traffic Control Devices (MUTCD), current edition, TASK ORDER schedules, and applicable guidelines of the Georgia Department of Transportation.

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

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

## TASK ORDER.

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

### **Attachments:**

Attachment A – Atlas Proposal

CONSULTANT:

CITY:

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

July 13, 2021

City of Tucker  
Attn: Mr. Ken Hildebrandt  
6500 Sugarloaf Parkway  
Duluth, GA 30097

**RE: Easement Acquisition Services on Old Norcross Road  
Atlas Technical Consultants Proposal**

Dear Mr. Hildebrandt,

Thank you giving Atlas Technical Consultants the opportunity to provide this proposal for easement acquisition services for the sidewalk installation project on Old Norcross Road from US 29 to Spring Glen Drive. Based on our conversation and the information provided, below are our scope of work and proposed fees for this task order:

**Task Order Proposed Scope of Work:**

This task order consists of easement acquisition services on a total of 22 parcels needed for the construction of sidewalks on the west side of Old Norcross Road in Tucker, Georgia from Lawrenceville Highway (US 29) to Spring Glen Drive. 17 of the parcel acquisitions are temporary slope or driveway easements and 5 are permanent drainage easements. Deed research for two Georgia Power easements is also required.

Atlas is not required to run title reports or prepare appraisals for the 17 temporary easements and will rely on tax records to identify property owners. Atlas will request donation of the temporary easements. The City will not have the temporary easement land transactions recorded. Atlas will provide estimated valuations for the 5 permanent drainage easements. These valuations would need to be replaced with full appraisal reports for any parcels that require acquisition through eminent domain. Full appraisals are not included in this scope of work. Atlas will perform title searches for the 5 permanent drainage easements.

In addition to the exclusions mentioned above, several other items of work that typically can arise during the land acquisition phase of a project are not included in this scope of work. They include right of way, easement and construction limit staking for the property owner, plan review of construction plans and easement acquisition plans and any activities that would be required to assist the City in eminent domain proceedings.

**Task Order Proposed Fees:**

**Acquisition services fee for 17 temporary easements:**

Per parcel fee	\$ 2,225
Subtotal fee for 17 parcels	<b><u>\$37,825</u></b>

**Acquisition services fee for 5 permanent drainage easements:**

Per parcel acquisition fee	\$ 2,800
Per parcel fast track valuation fee	\$ 700
Per parcel residential title search fee	<u>\$ 500</u>
Total per parcel fee	<u>\$ 4,000</u>
Subtotal fee for 5 parcels	<b><u>\$20,000</u></b>

**Deed Research for 2 Georgia Power parcels:**

Per parcel deed research fee	\$ 500
Subtotal fee for 2 parcels	<b><u>\$ 1,000</u></b>

<b>Total Task Order Fee</b>	<b><u>\$58,825</u></b>
-----------------------------	------------------------

If you have questions, please do not hesitate to call me at 770.377.8054. Thank you.

Sincerely,



Alan R. Chapman, PE  
Senior Project Manager





## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Ken Hildebrandt  
**CC:** Tami Hanlin, City Manager  
**Date:** August 9, 2021  
**RE:** Contract Award for Engineering Services for Brockett Road Traffic Calming Design

---

**Issue:** Design of traffic calming measures on Brockett Road from Cooledge Road to Lawrenceville Highway.

**Recommendation:**

Staff recommends that the contract be awarded to Kimley-Horn in the amount of \$58,000.

**Background:**

Brockett Road serves as a collector road. It is currently posted at 45 mph, but the city has received numerous complaints about speeding and passing along the corridor.

**Summary:**

We have received a proposal from Kimley-Horn, one of our on-call traffic engineering consultants. Their scope of work includes the following:

- Data collection of traffic volumes, speeds, and accidents
- Concept design to install various forms of traffic calming along Brockett Road to reduce speeds while not blocking access to side streets and driveways
- Final construction documents
- A speed study for application to GDOT for a potential speed limit reduction

**Financial Impact:**

This task order in the amount of \$58,000 would be funded from the SPLOST Quick Response project account.

G/L#320-4200-54.14000-SP2104 \$58,000.00

# **PROFESSIONAL ENGINEERING SERVICES CONTRACT AGREEMENT (RFQ #2018-016) TASK ORDER #32**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the “Consultant”), and City of Tucker (the “Client”) in accordance with the terms of the Master Agreement for Continuing Professional Services for RFQ #2018-016 dated July 23, 2018, which is incorporated herein by reference.

## **Project Understanding:**

The City of Tucker desires to implement traffic calming measures that target reducing vehicular speeds and improving safety for motorists, pedestrians, and cyclists. The approximately two-mile section of Brockett Road from Cooledge Road to Lawrenceville Highway has been identified as a priority corridor for traffic calming by the City of Tucker. Brockett Road is a two-lane major collector roadway that is composed of long straightaways with short, sharp horizontal curves and has a posted speed limit of 40 MPH. There is existing sidewalk along the corridor, though not consistently, and it alternates between the east and west sides of the roadway. The dominant land use for this area is mostly single-family housing intermingled with commercial businesses. Brockett Elementary School is located on Brockett Road, approximately halfway between Lawrenceville Highway and Cooledge Road, on a sharp horizontal curve. Due to the residential character of the surrounding area, long straightaways with sharp curves, and high travel speeds, safety is a major concern for this corridor. The City desires to study and implement traffic calming measures for the safety of all users along Brockett Road. Traffic calming measures are anticipated to consist of items that can be implemented within the existing roadway footprint and will not require modifications to drainage, existing curblines or existing sidewalk. Landscape plantings are not anticipated.

## **Scope of Services:**

Kimley-Horn will perform the following scope of services:

### **Task 1 – Project Management and Coordination**

Up to two (2) Kimley-Horn staff will attend a kickoff meeting with the Client. Up to two (2) Kimley-Horn staff will attend up to five (5) additional meetings with the City during the design and analysis phases. Kimley-Horn will prepare an agenda and meeting minutes for each of these meeting, which will be distributed to meeting attendees.

Project management tasks also include monthly invoicing, internal coordination meetings, and project administrative activities.

### **Task 2 – Data Collection**

Kimley-Horn will gather and collect data to analyze the study corridor:

- Up to two (2) Kimley-Horn staff will complete a site visit to gather existing roadway data and to observe existing conditions and travel behaviors. Kimley-Horn will take existing conditions photos, measurements, and note general site observations including, but not limited to, information about the roadway characteristics, geometric conditions, driveway conditions, and bicycle and pedestrian activity. Observations are anticipated to occur during the evening peak period – the precise, desired time for observations will be coordinated with the City.
- Kimley-Horn will coordinate the collection of 48-hour bidirectional tube counts, including vehicle classification and speed data, for up to six (6) locations along Brockett Road. Traffic count data will be collected by Marr Traffic on a typical weekday (Tuesday, Wednesday, or Thursday) after DeKalb County schools begin the school year on August 2, 2021.

- Kimley-Horn will collect the five (5) most recent, full years of crash data available from the GDOT GEARS and Numetric crash databases for the section of Brockett Road from Cooledge Road to Lawrenceville Highway. Individual crash report records will be reviewed for crashes that occurred along the study segment, not including intersection-related crashes at the intersection of Brockett Road at Cooledge Road and at the intersection of Brockett Road at Lawrenceville Highway. Up to 100 crash records will be reviewed. Kimley-Horn will complete a review of the crash data and identify crash patterns and trends related to frequency, severity, location, crash type, time, lighting, surface conditions, and other surrounding circumstances. Kimley-Horn will calculate the segment crash rate for the corridor and compare to GDOT statewide averages for similar facilities. Findings of the crash analysis will be summarized in the memorandum included as part of Task 4.

#### **Task 2A – Additional Data Collection (As Authorized)**

Depending on the evaluation and outcome of the traffic speed data collected, it may be desirable to wait until after traffic calming measures are installed to share findings of this study with GDOT. In such case, Kimley-Horn will collect additional counts with speed data after installation of the traffic calming measures to supplement the speed study (Task 4). This determination will be coordinated with the City, and Task 2A will commence only with the City's authorization. If it is determined that counts should be taken after traffic calming is installed, Kimley-Horn will coordinate the collection of additional 48-hour bidirectional tube counts, including vehicle classification and speed data, for up to six (6) locations along Brockett Road. Traffic count data will be collected by Marr Traffic on a typical weekday (Tuesday, Wednesday, or Thursday) after traffic calming measures have been installed.

#### **Task 3 - Corridor Concept Alternatives**

Using existing field measurements and observations from the site visit (in Task 2), available aerial photography, and available GIS data, we will develop a concept layout for recommendations for improvements to the corridor. This concept will be schematic in nature and developed on existing aerial photography and GIS data.

An Opinion of Probable Construction Cost (OPCC) will be developed for the concept layout. The OPCC and concept will be submitted to the City for the City's concurrence prior to development of construction plans.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

#### **Task 4 – Speed Study**

Kimley-Horn will complete a speed study that includes a field review (included in Task 2), summary of the count data collected in Task 2, and analysis of the speed data collected in Task 2. The speed study will include a summary of operating speed (50th and 85th percentile) along the corridor, annual average daily traffic, roadway characteristics and geometric conditions, level of development in the area around the roadway, crash and injury rates, presence of on-street parking, and characteristics of pedestrian and bicycle activity. Kimley-Horn will use this information as inputs in FHWA's USLIMITS2 web-based tool to evaluate the posted speed limit.

A summary of the speed study, as well as the observations and findings from the site visit and crash analysis in Task 2, will be documented in a memorandum. As a part of Task 4 Kimley-Horn will address up to one (1) round of comments from the Client.

### **Task 5 – Construction Plan Preparation**

Upon completion of the concept and receiving concurrence from the City, Kimley-Horn will develop construction plans based on the selected preferred concept developed in Task 2. It is assumed that no significant changes will be made to the concept developed under Task 2. Using the GIS data and aerial photography gathered under the previous task, construction plans will be developed as noted below.

The construction plans will consist of the following sheets:

- Cover Sheet/Index
- Project General Notes
- Roadway Typical Sections
- Roadway Mainline Plans
- Roadway Signing and Marking Plans
- Erosion Control BMP Location Plans
  - Kimley-Horn assumes that the project will disturb less than one acre, therefore a Notice of Intent (NOI) will not be required. Erosion control plans will show a single perimeter control phase only. Multi-phase erosion control plans are not included.
- Construction Details
  - No special details are anticipated.
  - It is anticipated that standard items will be governed by GDOT standard specifications, current edition. GDOT details will be referenced.

Roadway/site grading, storm drainage, utility plans/relocations and structural/wall plans are not anticipated or included in the scope of this project.

The OPCC will be updated based on the final design.

### **Task 6 – City of Tucker Review**

After completion of Task 5, Kimley-Horn will submit 90% plans and OPCC to the City Engineer for review and approval. We will respond to reasonable comments and make plan revisions resulting up from to two (2) rounds of review. Client will prepare general bidding documents and will be responsible for bid advertisement. This scope has been prepared under the assumption that GDOT and DeKalb County permitting or coordination is not required. It is assumed that all work will be done within the right-of way and there will be no right-of-way or construction easements acquired.

### **Additional Services:**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Graphical Renderings
- Topographic Survey
- Collision Diagrams
- Traffic Operations Analysis
- Public Involvement
- Storm drainage design, including hydrology and hydraulic studies
- Geotechnical services, including pavement evaluation
- Traffic signal modification design
- Lighting and Electrical Design
- Landscaping and Tree Protection Plans
- Utility Coordination and Utility Relocation Design
- Roadway and sidewalk design beyond the sidewalk improvements specifically described above
- Environmental Documentation (Special Studies, NEPA, FTA Documents), analysis, detailed

- Construction phase services and coordination with construction contractor
- Meetings beyond those described in the scope of services

**Schedule:**

We will provide our services as expeditiously as practicable on a mutually agreed to schedule.

**Information Provided By Client:**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing corridor studies
- GIS data

**Terms of Compensation:**

Kimley-Horn will perform the above scope of services on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	Project Management and Meetings	\$ 10,000
Task 2	Data Collection	\$ 6,800
Task 2A	Additional Data Collection (As Authorized)	\$ 3,300
Task 3	Corridor Concept Alternatives	\$ 5,900
Task 4	Speed Study	\$ 11,000
Task 5	Construction Plan Preparation	\$ 16,000
Task 6	City of Tucker Review	\$ 5,000
Maximum Labor Fee		\$ 58,000

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



ACCEPTED:

CITY OF TUCKER

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

P.E. No.: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**PROFESSIONAL ENGINEERING SERVICES  
CONTRACT AGREEMENT (RFQ #2018-016)  
TASK ORDER #32  
BROCKETT ROAD TRAFFIC CALMING  
ENGINEERING  
SCOPE OF SERVICES**

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFQ #15-216-1), and shall serve as authorization by the City of Tucker to Kimley-Horn & Associates, 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 #2018-016). Now therefore, the parties agree as follows:

**Location of Project:**

Brockett Road from Coolegge Road to Lawrenceville Highway.

**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: Database collection, speed study, concept design, and final construction documents for a traffic calming plan, further described in the Kimley-Horn proposal attached as Attachment A.

**CONSULTANT Deliverables to CITY**

- All electronic documents, project files, material invoices, tickets, inspection reports, photographs, and permits associated with this project

**Design Specifications and Guidelines:** The database preparation and concept plans will be performed on an hourly basis utilizing the previously approved rates from RFQ #2018-016 with a Not to Exceed amount as follows: **\$58,000.00**

This TASK ORDER is subject to the terms and conditions of the original CONTRACT AGREEMENT (RFQ #2018-016) entered between the parties.

**General Scope of Service:** The WORK under this TASK ORDER is to be commenced upon receipt of “Notice to Proceed” (NTP). The WORK will be completed within 120 calendar days

after Notice to Proceed.

The CONSULTANT shall prepare a schedule showing milestone completion dates based on completing the WORK within 10 calendar days (hereinafter referred to as the "Schedule for Completion"), excluding City review time. The Schedule for Completion will be revised to reflect the actual NTP date and will be updated as required throughout the project duration.

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

The CONSULTANT shall coordinate and attend periodic meetings with the CITY regarding the status of the TASK ORDER. The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

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

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

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

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

**Attachments:**

Attachment A – Kimley-Horn Proposal

CONSULTANT:

CITY:

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_