



Mayor & City Council
Regular Meeting Agenda

Monday, September 13, 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

Zoom Link: <https://us02web.zoom.us/j/84364470685> or Phone: 877-853-5247 (Toll Free) Webinar ID: 843 6447 0685

Pages

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. MAYOR'S OPENING REMARKS

E. PUBLIC COMMENTS

F. APPROVAL OF THE AGENDA

G. APPROVAL OF THE MINUTES

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H. STAFF REPORTS

I. OLD BUSINESS

I.1. Ordinance O2021-08-14 Robert.Porche 13

- Second Read and Public Hearing of an Ordinance to Amend the FY22 Budget

I.2. Ordinance O2021-08-13 Courtney.Smith 19

- Second 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. NEW BUSINESS

J.1.	Ordinance O2021-09-16 Courtney.Smith		72
	First Read and Public Hearing of an Ordinance of the Mayor and City Council of Tucker, Georgia for the Purpose of Amending the Code Chapter 34 - Signs to strengthen and clarify the code as it relates to sign regulations. (TA-21-0005)		
J.2.	Ordinance O2021-09-17 Courtney.Smith		108
	First Read and Public Hearing of an Ordinance for a Special Land Use Permit (SLUP-21-0003) in Land Lot 143 of the 18 th District to allow a Personal Care Home, Group (4-6) in a Residential Zoning District for Developmental Disabilities Ministries Inc. at 3710 S. Marlborough Drive.		
J.3.	Resolution R2021-09-16 Bowen	Brandon	156
	Moratorium for Certain Specified Light Industrial Parcels		
J.4.	Intergovernmental Agreement 09132021 Ken.Hildebrandt		164
	Intergovernmental Agreement with the Tucker Summit Community Improvement District for Engineering Services - Mountain Industrial Boulevard @ US 78.		
J.5.	Contract C2021-013-CE2006-CE2203 Ken.Hildebrandt		170
	Contract Award for ITB 2021-013 MARTA Bus Pads and Sidewalks Project		
J.6.	Contract C2021-011-SP2005 Ken.Hildebrandt		205
	Contract Award for RFP 2021-011 Engineering Design Services for Mountain Industrial Boulevard @ US 78 Project		
J.7.	Contract C2021-005-SP1910 Carlton.Robertson		265
	Contract Award for ITB 2021-005 Henderson Park Sidewalk Project		
J.8.	Contract C2021-003-PR2114 Carlton.Robertson		272
	Contract Award for ITB 2021-003 William Probst Park Memorial Project		
J.9.	Contract TO2021-33-2018-016-OP2201	Tami.Hanlin	279
	Contract Approval of revised On-Call rates for Atlas Technical Consultants in advance of the regular bid cycle.		
J.10.	Contract C2021-08-ARPA2201	John.McHenry	286
	Contract Approval with NETWorks Cooperative Ministry for \$1,226,000 from American Rescue Plan Act Funding for Housing Relief.		

K. MAYOR AND COUNCIL COMMENTS

L. EXECUTIVE SESSION

- If required for personnel, real estate or litigation

M. ACTION AFTER EXECUTIVE SESSION - As needed

N. ADJOURNMENT



**MAYOR & CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, August 9, 2021, 7:00 PM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

Members Present: 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
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

Members Absent: Vacant, Council Member District 1, Post 2

This meeting was held on Zoom link: <https://us02web.zoom.us/j/81572479700>

A. CALL TO ORDER

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

B. ROLL CALL

The above were in attendance. Councilmember Monferdini participated on zoom link per medical excuse.

C. PLEDGE OF ALLEGIANCE

The pledge was led by the new staff members of the City of Tucker.

D. MAYOR'S OPENING REMARKS

Mayor Auman mentioned that the City Police Liaison Lt. Schoeppner has been promoted to the homicide squad, that qualifying for the office starts Aug 16-20 and that a meeting for the candidates will be held on Aug 31st, that since last month 13 new occupational taxes from businesses were received, that the meeting tonight is being held on zoom for Councilmember Monferdini to participate, and the Council meeting follows Roberts Rules of Order and the GA Open Meetings Act.

D.1 Staff Introductions

Mayor Auman introduced the 3 new staff members: Rachel Branigan: Customer Service Representative, Salim Maalouf: Land Development Inspector, and Jess Echols: Planning and Zoning Planner.

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

Mayor Auman proclaimed that August 25, 2021 will be Manufacturing Day in the City of Tucker.

E. PUBLIC COMMENTS

Public comment was heard from one citizen speaking on behalf of Kanawha Community Association concerning the issue of sink holes.

F. APPROVAL OF THE AGENDA

Motion to approve the agenda as presented passed unanimously.

MOVER: M. Penkava

SECONDER: P. Soltys

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

G. APPROVAL OF THE MINUTES

G.1 Regular Meeting - July 12, 2021

Motion to approve the minutes as presented passed unanimously.

MOVER: M. Robbins

SECONDER: P. Soltys

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

H. STAFF REPORTS - None

I. OLD BUSINESS

I.1 Ordinance O2021-07-12

Courtney Smith, P&Z Director, spoke on the text amendment of the City of Tucker Code Chapter 46 Zoning. Mayor Auman held a public hearing which nobody spoke in favor or opposition.

Motion to approve ordinance O2021-07-12 to amend CH 46 Zoning passed unanimously in favor.

MOVER: A. Lerner

SECONDER: M. Robbins

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

J. NEW BUSINESS

J.1 Ordinance O2021-08-13

Courtney Smith, P&Z Director, spoke on the SLUP application. Mayor Auman opened a public hearing. The applicant spoke in favor of the application. Two citizens spoke in opposition of the application due to the area growing and should stay same zoning and the issue of expired tags. Public hearing was closed.

FIRST READ

J.2 Ordinance O2021-08-14

Robert Porche, Finance Director, spoke on the ordinance to amend the FY22 Budget. Mayor Auman held a public hearing which nobody spoke in favor or opposition.

FIRST READ

J.3 Resolution R2021-08-15

Robert Porche, Finance Director, spoke on the resolution to officially accept the Grant funds (ARPA) from the United States Treasury in the amount of \$6,795,608.00 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.

Motion to approve resolution R2021-08-15 as presented passed unanimously.

MOVER: M. Robbins

SECONDER: M. Penkava

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

J.4 Resolution R2021-08-14

John McHenry, Assistant City Manager/Economic Dev Director, spoke on the resolution to reappoint Ted Rhinehart to the Urban Redevelopment Agency for another term.

Motion to approve resolution R2021-08-14 as presented passed unanimously.

MOVER: A. Lerner

SECONDER: M. Penkava

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

J.5 Contract C2021-012-SP2014

Carlton Robertson, Parks and Recreation Director, spoke on the bid to add new sidewalks and designated parking along Glacier and Smoke Rise Drives adjacent to Rosenfeld Park. Two qualified contractors submitted bids and both have completed numerous parks projects.

Motion to award the contract to Woodwind Construction Company, Inc for a total of \$83,350.00 with passed unanimously.

MOVER: P. Soltys

SECONDER: A. Lerner

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

J.6 Contract TO30-2018-016-CE2108/SP2009

Ken Hildebrandt, City Engineer, spoke on the two engineering design projects: sidewalk on a portion of Cooledge Road and a 10' trail along a portion of Hugh Howell Road. \$48,215 for 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'; \$35,320 for 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).

Motion to award the Task Order #30 to Lowe Engineers for \$83,535.00 passed unanimously.

MOVER: M. Robbins

SECONDER: P. Soltys

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

J.7 Contract TO31-2018-016-CE2108

Ken Hildebrandt, City Engineer, spoke on the right-of-way acquisition services on the Old Norcross Road Sidewalk Project. 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: 17 temporary construction easements and 5 permanent drainage easements.

Motion to award Task Order #31 to Atlas Consulting Services for \$58,825.00 passed unanimously.

MOVER: M. Penkava

SECONDER: A. Lerner

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

J.8 Contract TO32-2018-016-SP2104

Ken Hildebrandt, City Engineer, spoke on the design of traffic calming measures on Brockett Road from Cooledge Road to Lawrenceville Highway. 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. Scope of work: 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, and a speed study for application to GDOT for a potential speed limit reduction

Motion to award the contract to Kimley-Horn in the amount of \$58,000 passed unanimously.

MOVER: M. Robbins

SECONDER: N. Monferdini

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

K. MAYOR AND COUNCIL COMMENTS

The Mayor and Council thanked everyone for attending, congratulated the Candidates that are running, mentioned that the Finance Dept. received the CAFR award, to continue to be safe with all of the festivals and events, and to be careful driving since school started.

L. EXECUTIVE SESSION

Motion to enter into Executive Session for the Purpose of Real Estate and Litigation at 8:25 PM passed unanimously.

MOVER: M. Penkava

SECONDER: M. Robbins

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

Motion to exit Executive Session and return to the Regular Meeting at 10:18 PM passed unanimously

MOVER: P. Soltys

SECONDER: M. Penkava

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

M. ACTION AFTER EXECUTIVE SESSION - None

N. ADJOURNMENT

Motion to Adjourn at 10:18 PM passed unanimously.

MOVER: N. Monferdini

SECONDER: M. Robbins

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



MAYOR & CITY COUNCIL

WORK SESSION MINUTES

Monday, August 23, 2021, 7:00 PM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084

Members Present: 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
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

Members Absent: Vacant, Council Member District 1, Post 2

ZOOM link: <https://us02web.zoom.us/j/81913470171>

A. CALL TO ORDER

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

B. ROLL CALL

The above were in attendance:

C. MAYOR'S OPENING REMARKS

Mayor Auman mentioned that the Tucker DDA will join the Council for item #1 and that some of the DDA members will be on Zoom.

D. APPROVAL OF THE AGENDA

Motion to approve the agenda as presented passed unanimously.

MOVER: M. Penkava

SECONDER: P. Soltys

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

E. BUSINESS

E.1 Council & Downtown Development Authority Visioning Session

DDA Members present: Brian Chambers, Bruce Penn, Joe Kilpatrick, and Andy Alexander, present by Zoom: Chair Damyon Claar-Pressley and Crayton Lankford, and Honey Van De Kreke was absent.

The Downtown Development Authority (DDA) contracted with the Georgia Tech Center for Economic Development Research to develop a strategic vision of short- and long-term economic development goals. The Proposed Project and Task List draws from the report as well as City adopted plans:

1. Economic Development Manager/DDA Executive Director hire
2. Formation of Legal Non-Profit Entity — 501(c)(3)
3. Sign Improvement Grant Program
4. Façade Grant Program
5. Sponsorship of Building Murals and Public Art
6. Alley/Street Right-of-way Donation
7. DDA Website (or dedicated section on Tucker's website)
8. DDA marketing collateral
9. Incentive Program for redevelopment of large parcels south of Lawrenceville Hwy
10. 4th Street Extension and Lawrenceville Hwy parcel redevelopment
11. Promote Medical-Related and Mixed-Use at Lawrenceville Hwy Medical Area
12. GIS database of property values and occupational tax revenue
13. Start-up/Entrepreneurial Incubator Program
14. Business Incentive Plan

E.2 Presentation by Discover DeKalb

Discover DeKalb's Executive Director/CEO James Tsismanakis gave a presentation on the progress being made by the City's Convention and Visitors Bureau, Discover DeKalb. He provided a marketing update on tourism showing the 2021 Hotel Results, the Expedia Campaign Results for hotel bookings and additional marketing efforts, while also promoting the city by the Tucker Restaurant Guide, public relations targeted media, social media, and digital marketing through website traffic.

E.3 Presentation by Atlanta Regional Commission on the Community Development Assistance Program Project - Art in the Alleys

The Atlanta Regional Commission (ARC) gave a presentation on the City of Tucker Art in the Alleys Initiative. The Community Development Assistance Program (CDAP) provides planning assistance to local governments to implement the plan, promote it to the community, advance socially equitable planning processes and outcomes and foster community engagement. The project goals are to enhance the overall sense of place in Downtown Tucker, create an economic driver for downtown businesses, and create a welcoming atmosphere for residents and visitors. The deliverables will be the types of art, guidelines, locations and funding mechanisms.

E.4 Discussion of Intersection Improvement – Mtn Industrial Blvd @ Hugh Howell Rd by Ken Hildebrandt

City Engineer Ken Hildebrandt introduced Lowe Engineers on the discussion of the Intersection Improvements at Mountain Industrial Boulevard at Hugh Howell Road. A traffic analysis has shown that the addition of turn lanes at the MIB/Hugh Howell intersection will provide significant operational and safety benefits. The City of Tucker in partnership with the Tucker Summit Community Improvement District has contracted Lowe Engineers to provide design services. Preliminary plans are being developed and construction is scheduled for late 2023. The intersection will be improved to provide an additional northbound and southbound left turn lane from MIB onto Hugh Howell, and an eastbound right turn lane (in front of the Wells Fargo Bank).

- F. EXECUTIVE SESSION - None**
- G. ACTION AFTER EXECUTIVE SESSION - None**
- H. ADJOURNMENT**

Motion to adjourn at 9:27 PM passed unanimously.

MOVER: M. Penkava

SECONDER: N. Monferdini

AYES: (6): F. Auman, P. Soltys, M. Robbins, M. Penkava, N. Monferdini, and A. Lerner

ABSENT: (1): Vacant, Council Member District 1, Post 2

APPROVED (6 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



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: 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



Land Use Petition: SLUP-21-0002

Date of Staff Recommendation Preparation: June 28, 2021

Planning Commission: July 15, 2021

Mayor and City Council, 1st Read: August 9, 2021

Mayor and City Council, 2nd Read: September 13, 2021

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

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.

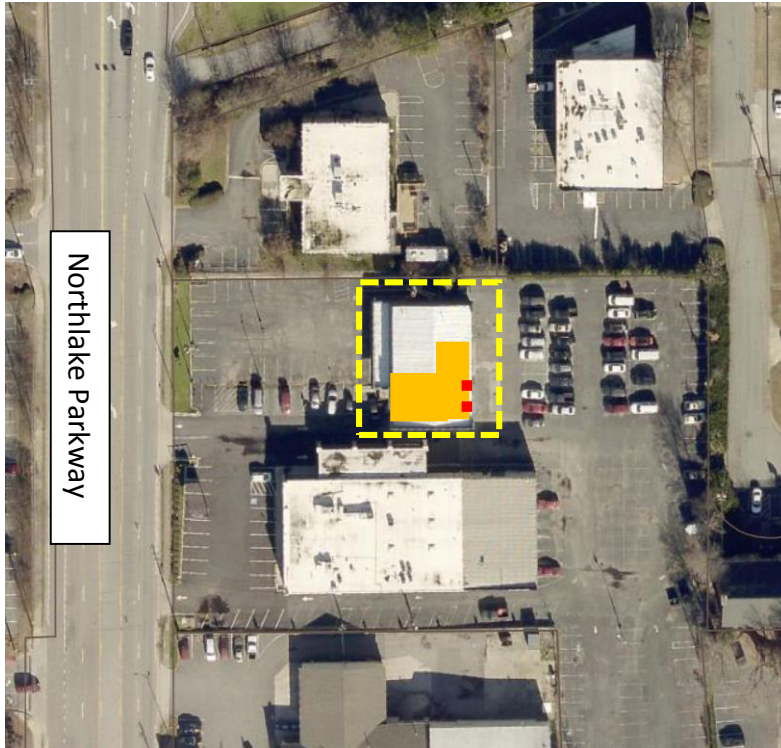


Figure 1: 2101 Northlake Parkway (subject suite shown in orange, 4 proposed bay doors shown in red) where requested Auto Repair business would operate.

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.

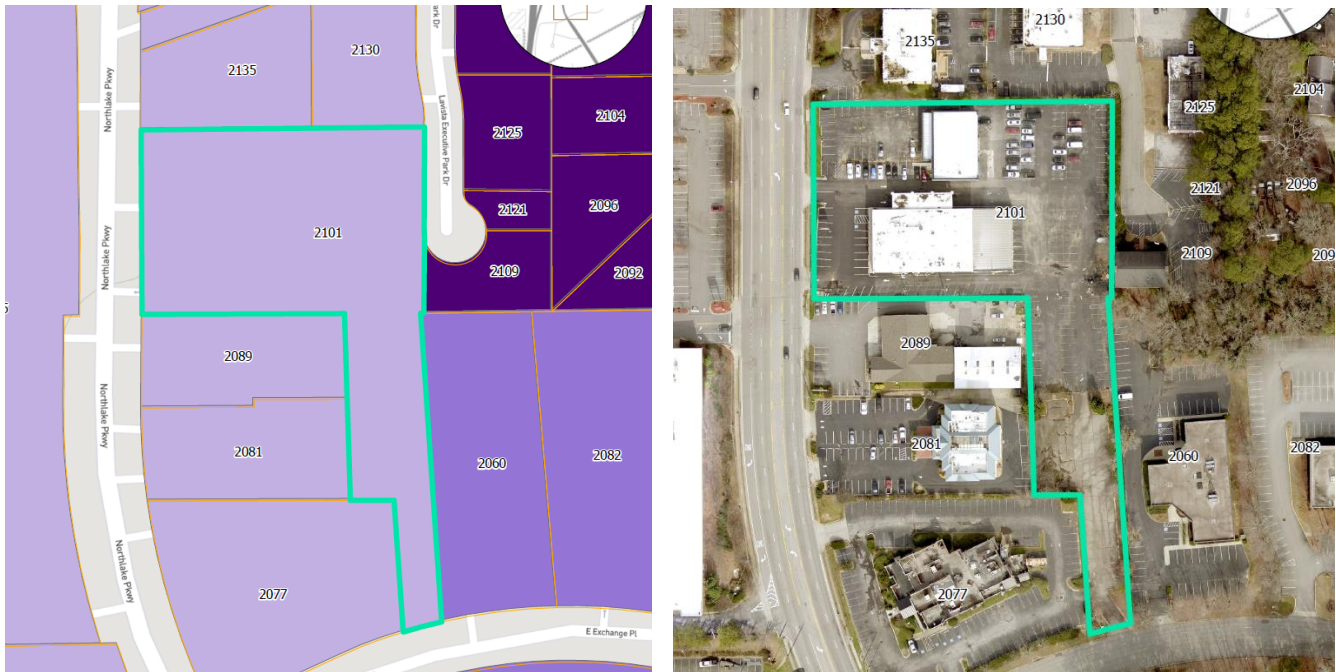


PUBLIC PARTICIPATION PLAN REPORT

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.
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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 18th 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.
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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:

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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

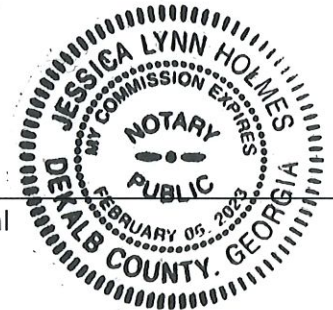
Type or Print Name and Title

Jessica L Holmes 6-14-2021

Signature of Notary Public

Date

Notary Seal



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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)

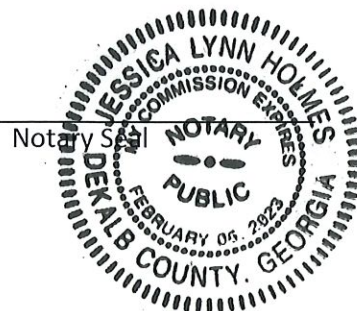
- I understand that if a rezoning is denied or assigned a zoning classification other than the classification requested in the application, then no portion of the same property may again be considered for rezoning for a period of twenty-four (24) months from the date of the mayor and city councils' final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



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JUN 15 2021

Community Development
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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



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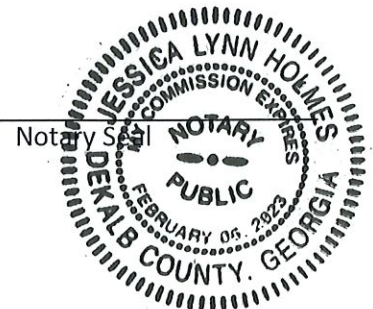
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- I understand that if an application for a special land use permit affecting all or a portion of the same property for which an application for the same special land use was denied shall not be submitted before twenty-four (24) months have passed from the date of final decision by the mayor and city council on the previous special land use permit.
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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



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City of Tucker

JUN 15 2021

Community Development
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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

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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.

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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.

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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.

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DISCLOSURE REPORT FORM

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

CIRCLE ONE:

YES (if YES, complete points 1 through 4);

NO (if NO, complete only point 4)

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

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
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			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

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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.***

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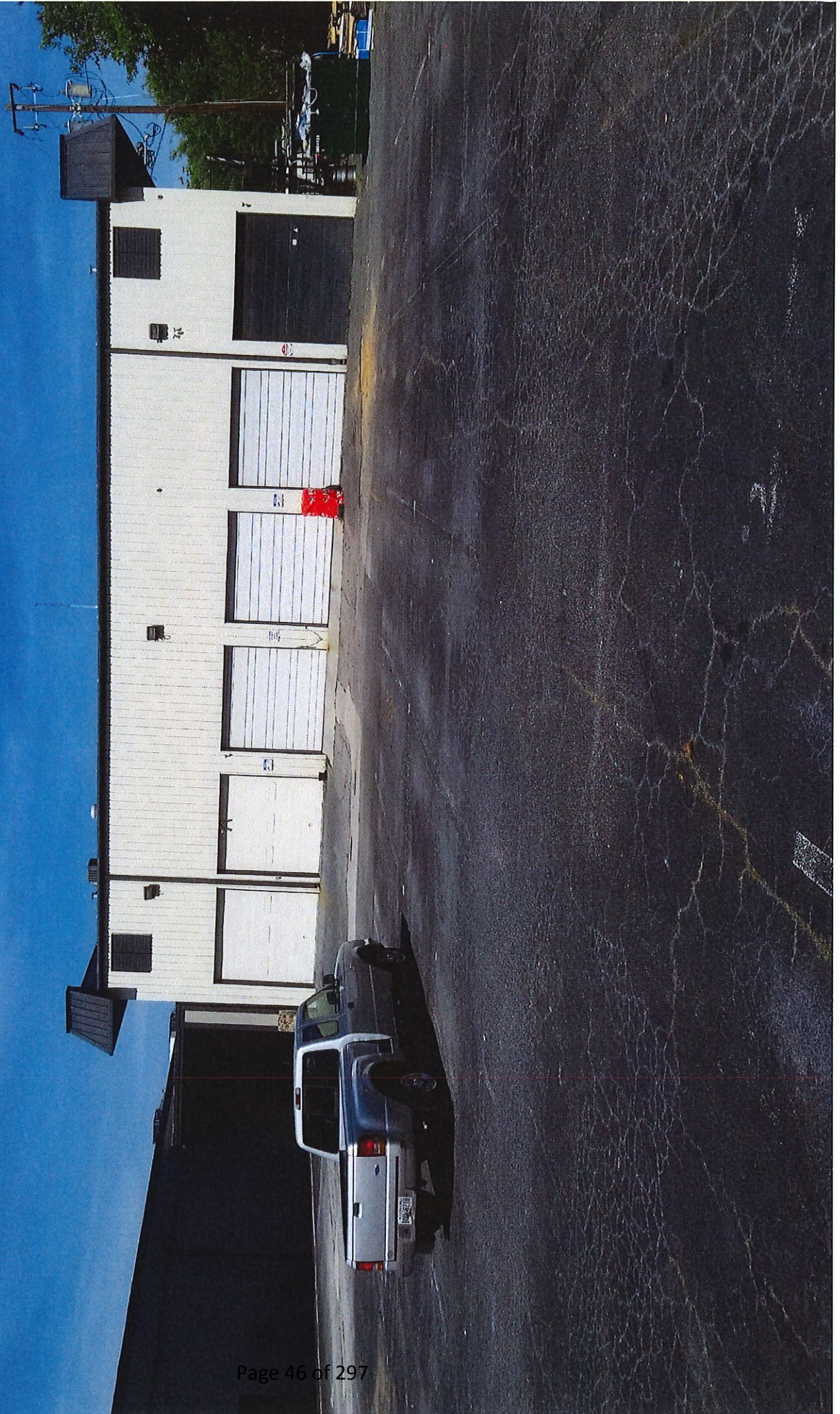
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Letter of intent

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.

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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

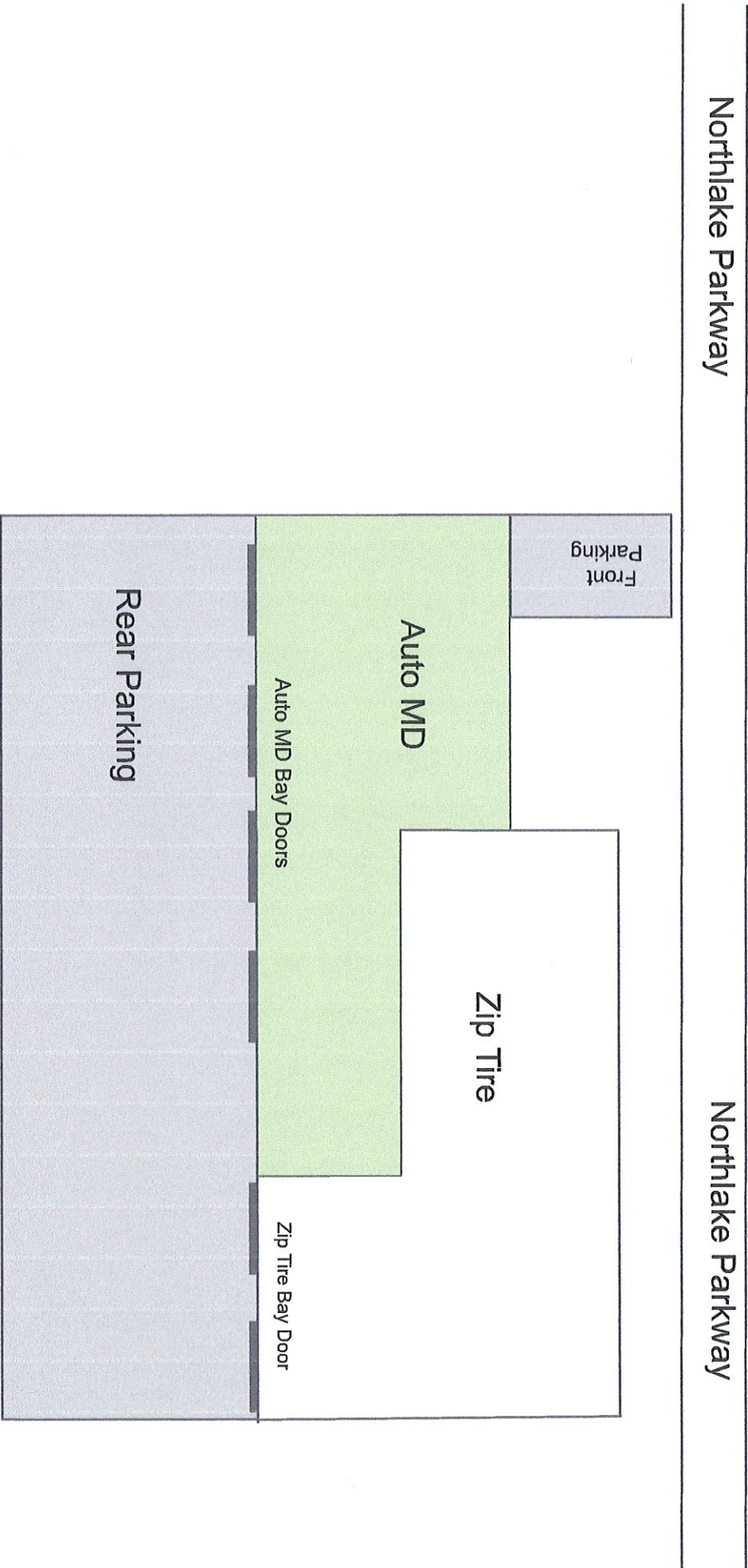
Credit \$ 640.00

Transferred

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

CUSTOMER SIGNATURE

Auto MD Site Diagram



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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 2nd, 2021

Time: 5 PM

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

Sincerely,

John Barikos

AutoMD

automdclinic@gmail.com

470-395-0933

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- 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

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6/2/2021

Sign In Sheet

Name: Janet Curtis

Phone #: 770-491-6198

Address:

1887 Robin Hill Ct. Tucker 30084

Questions:

Comments:

Signature:

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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

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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

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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:



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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

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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

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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.

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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.

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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.

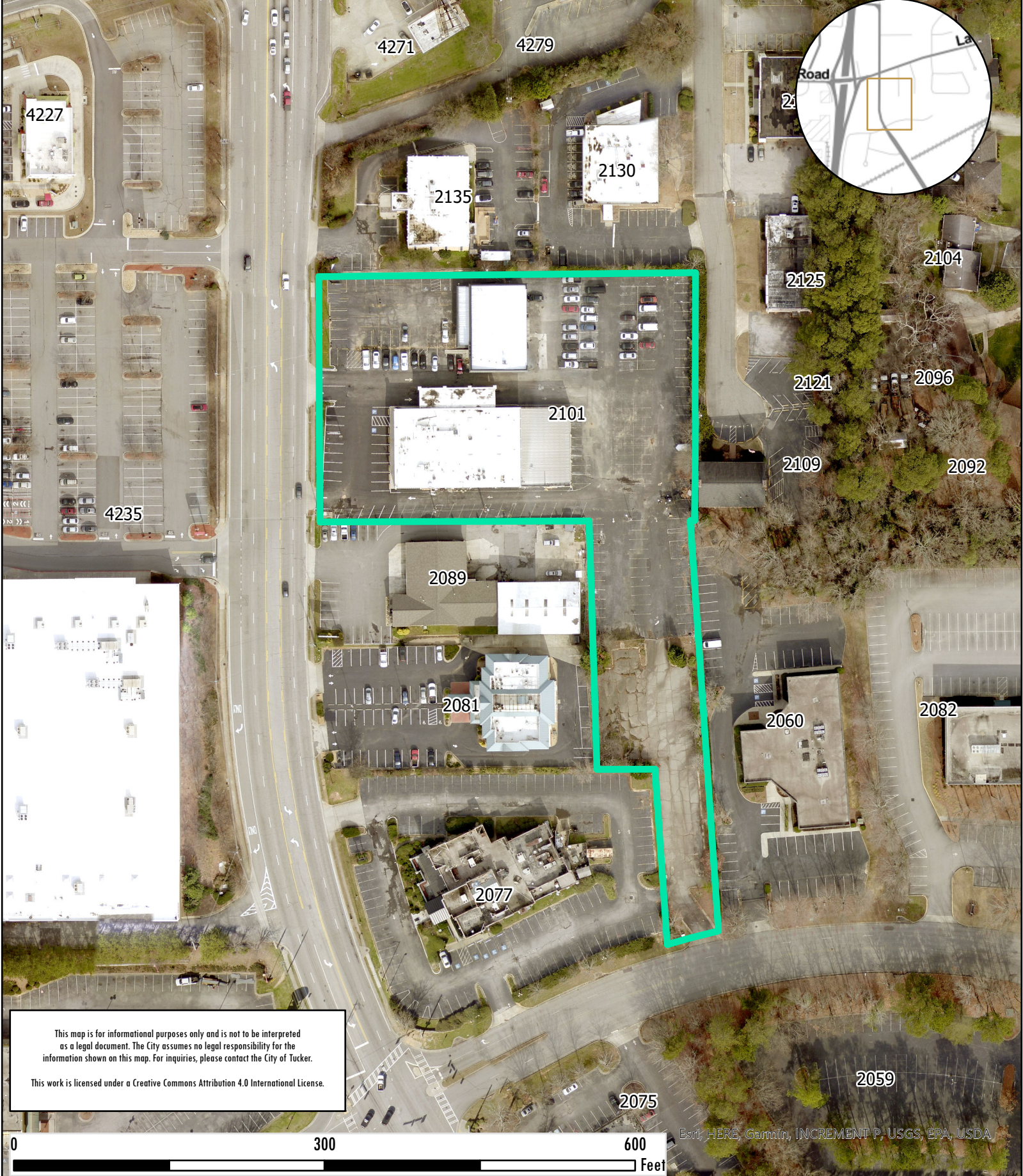
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Auto MD - Questions from Neighborhood Meeting

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.



This map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. For inquiries, please contact the City of Tucker.

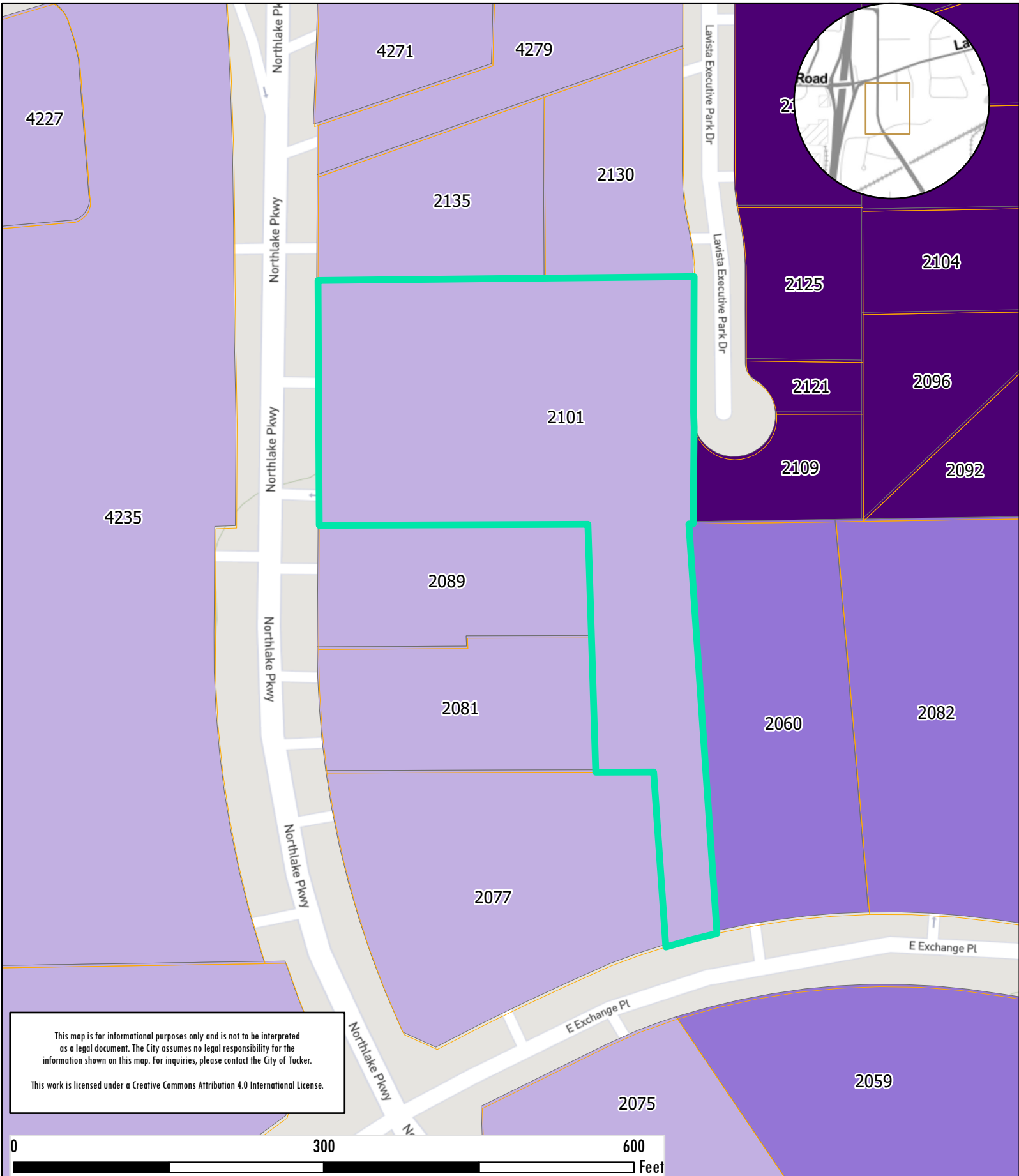
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City of
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Proposed Land Use
SLUP-21-0002
2101 Northlake Parkway

 SLUP



**City of
Tucker**

Proposed Land Use SLUP-21-0002 2101 Northlake Parkway

- SLUP
- NL-4 (Vista Dale Court)
- NL-2 (Office Park)
- NL-1 (High-Intensity Commercial)



MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Planning and Zoning Director
CC: Tami Hanlin, City Manager
Date: Sept. 7, 2021
RE: O2021-09-16 TA-21-0005 - Ch. 34 Signs Text Amendment

Issue:

Staff has identified several minor edits to Chapter 34 Signs. These edits include providing clarification, addressing grammatical errors, and removing references to overlay districts that no longer exist.

Recommendation:

Staff recommends code amendments to strengthen and clarify our code as it relates to sign regulations. Planning Commission recommended approval of TA-21-0005 at their August 19, 2021 meeting.

Background:

The current sign code was adopted in May of 2019.

Summary:

Sec. 34-3 Definitions

- Remove references to overlay districts

Sec. 34-52 Prohibited signs

- Clarify language

Sec. 34-56 Sign area allocation

- Under canopy signs
 - Replace definition with the language used in Sec. 34-3
 - Add provisions for ATMs/ITMs
- Under canopy, wall, monument, double-post, entrance, and directional signs
 - Remove conflicting language and add clarifying language

Other: Replace references to Community Development Director to Planning and Zoning Director

Financial Impact: None

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF TUCKER, GEORGIA, FOR THE PURPOSE OF AMENDING THE CODE CHAPTER 34 – SIGNS ORDINANCE FOR TUCKER, GEORGIA.

WHEREAS, The Mayor and City Council desires to promote the public health, safety, and general welfare of the citizens of the city, and to implement the policies and objectives of the comprehensive plan through the enactment of a comprehensive set of regulations governing signs in the city; and

WHEREAS, the Mayor and City Council desires to maintain an aesthetically attractive environment for the city’s residents, workers, and visitors and to improve aesthetics; and

WHEREAS, the Mayor and City Council desires to ensure the protection of free speech rights under the Georgia and United States Constitutions; and

WHEREAS, the Mayor and City Council desires to provide clarity on existing 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 1, Section 34-3 to replace “community development” with “planning and zoning” under the definition for “Director;” and

WHEREAS, the Mayor and City Council wish to amend Article 1, Section 34-3 to remove the references to the Downtown Tucker Compatible Use Overlay District, the Downtown Tucker Compatible Use Overlay District “Neighborhood Zone,” the Downtown Tucker Compatible Use Overlay District “Corridor Zone,” the Downtown Tucker Compatible Use Overlay District “Village Zone,” the Northlake Overlay District, the Northlake Overlay District “Tier 1,” the Northlake Overlay District “Tier 2,” the Northlake Overlay District “Tier 3,” and the Northlake Overlay District “Tier 4,” as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Article 3, Section 34-52(1) so that it states “signs on any right-of-way other than publicly owned or maintained signs and signs pertaining to railroad crossings,” as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Article 3, Section 34-53(4)a by adding the language “No single sign may exceed six square feet in size;” and to strike the text in Section 34-52(4)e and replace it with “Reserved,” as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Article 3, Section 34-58 by replacing the definition under (a) with “A sign placed on a canopy so that the display surface is parallel to the plane of the front building façade,” and amending section (e)(3) by adding “per sign” and adding (e)(4) to state “one canopy sign is allowed per interactive teller machine/automated teller machine along its primary façade and one along its secondary façade. Signs must be within the limits of the canopy covering the teller machine and may not exceed six square feet per sign,” as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Article 3, Section 34-59(e)(1) to remove the word “along” from between “allowed along per establishment” as shown in Exhibit A;

WHEREAS, the Mayor and City Council wish to amend Article 3, Section 34-61(d)a to add “square” to “90 feet,” as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Article 3, Section 34-62(d)a to add “square” to “90 feet,” as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Article 3, Section 34-64(e), to replace “sign” with “development,” as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Article 3, Section 34-65(e) to add the word “not” to “may exceed,” as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Article 3, Section 34-76(a) to replace “community development” with “planning and zoning,” 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 September 13, 2021 and October 12, 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 October 12, 2021, hereby ordains and approves the amendment of Chapter 34 Signs as shown in Exhibit A.

So effective this 12th day of October 2021.

Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL

Chapter 34 - SIGNS^{[\[1\]](#)}

Footnotes:

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Editor's note— Ord. No. O2019-04-16, adopted May 13, 2019, amended Ch. 34 in its entirety, in effect repealing and replacing said chapter to read as herein set out. Former Ch. 34, §§ 34-1—34-2, 34-23—34-28, 34-60—34-80, pertained to similar subject matter, and derived from Ord. No. 2016-07-18, exh. (21-1—21-29), adopted Sept. 1, 2016; Ord. No. 2017-06-70, exh. (21-1—21-29), adopted June 28, 2017.

ARTICLE I. - IN GENERAL

Sec. 34-1. - Purpose and findings.

The mayor and city council finds that signs provide an important medium through which persons may convey a variety of messages. However, left completely unregulated, the number, size, design characteristics, and locations of signs in the city can become a threat to public safety as a traffic hazard and a detriment to property values and to the city's general public welfare, as well as create an aesthetic nuisance. The city, further, finds that signs have become excessive and that many signs are distracting and dangerous to motorists and pedestrians, are confusing to the public, and substantially detract from the beauty and appearance of the city. The city finds that there is a substantial need directly related to the public health, safety, and welfare to comprehensively address these concerns through the adoption of the following regulations. The purpose and intent of the governing authority of the City of Tucker in enacting this chapter are as follows:

- (1) To protect the health, safety and general welfare of the citizens of the city, and to implement the policies and objectives of the comprehensive plan through the enactment of a comprehensive set of regulations governing signs in the city;
- (2) To regulate the erection and placement of signs in order to provide safe operating conditions for pedestrian and vehicular traffic without unnecessary and unsafe distractions to drivers or pedestrians;
- (3) To preserve the value of the property on which signs are located and from which signs may be viewed;
- (4) To maintain an aesthetically attractive city in which signs are compatible with the use patterns of established zoning districts and the preservation of the city's historical and culturally significant features and landmarks;
- (5) To maintain a safe and aesthetically attractive environment for the city's residents, workers, and visitors and to improve aesthetics;
- (6) To establish comprehensive sign regulations that effectively balance legitimate business and development needs with a safe and aesthetically attractive environment for residents, workers, and visitors to the city;
- (7) To provide fair and reasonable opportunities for the identification of businesses, and to provide for the identification of the availability of products, goods, or services so as to promote the economic vitality of businesses;
- (8) To ensure the protection of free speech rights under the Georgia and United States Constitutions;
- (9) To establish a permit system to allow specific types of signs in zoning districts consistent with the uses, intent, and character of those districts;
- (10) To allow certain signs that are small, safe, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this chapter but without a requirement for permits;

- (11) To provide for temporary signs in limited circumstances;
- (12) To place reasonable controls on nonconforming signs that are by definition contrary to the public health, safety, and welfare while protecting the constitutional rights of the owners of said nonconforming signs; and
- (13) To prohibit all signs not expressly authorized by this chapter, to provide for the maintenance of signs, and to provide for the enforcement of the provisions of this chapter.

(Ord. No. O2019-04-16, Exh. A(21-1), 5-13-2019)

Sec. 34-2. - Use of graphics.

Illustrations, photos, and graphics are included in this division to illustrate the intent and requirements of the text. In the case of a conflict between the text and any illustrations, photos, or graphics, the text governs.

(Ord. No. O2019-04-16, Exh. A(21-2), 5-13-2019)

Sec. 34-3. - Definitions.

The following terms have the meanings indicated below as used in this chapter. In addition, words used in the present tense include the future, the singular number includes the plural, and the plural the singular, the words "shall" and "must" are mandatory and not directory, the word "person" includes a firm, organization, partnership, trust, corporation or other legal entity.

Aggregate sign area. The sum total of the sign area of any and all signs for a given lot. Entrance signs and street numbers assigned by the United States Postal Service are excluded from any computation of aggregate sign area.

Animated sign. A sign that has any visible moving part, flashing or oscillating lights, or varying light intensity, visible mechanical movement of any description, or other apparent visible movement achieved by any means that move, change, flash, oscillate, or visibly alters in appearance in a manner that is not permitted by these regulations.

Awning sign. A sign where graphics or symbols are sewn on, printed on, or otherwise adhered to the awning material as an integrated part of the awning itself.

Banner. A piece of fabric or similar material which is attached to a pole, enclosed in a frame, or mounted to allow movement caused by the atmosphere.

Business day. Any day during which city government offices are open for public business. For purposes of this chapter, a "business day" does not include any day during which city government offices are closed after a partial business day due to a holiday, emergency, inclement weather, or the like.

Canopy sign. A sign placed on a canopy so that the display surface is parallel to the plane of the front building facade.

City. The City of Tucker, Georgia.

Construction sign. A temporary sign erected and maintained on premises during permitted construction activity.

Directional sign. An on-site sign on private property, the sole purpose of which is to direct the flow of traffic, transmit parking information, or convey similar information.

Director. The director of the city ~~community development~~ planning and zoning department or their designee.

Double-faced sign. A sign which has two display areas placed back to back against each other and the interior angle formed by the display areas is less than 59 degrees, where one sign face is designed to be seen from one direction and the other face from another direction.

Double-post sign. A type of ground sign where the primary support is supplied by two posts positioned no more than two inches from the outer edge of the sign face.

DT-districts. The ~~Downtown Tucker Compatible Use Overlay District or the~~ Downtown Tucker Zoning Districts.

DT-1. The ~~Downtown Tucker Compatible Use Overlay District "Neighborhood Zone" or the~~ Downtown Neighborhood district.

DT-2. The ~~Downtown Tucker Compatible Use Overlay District "Corridor Zone" or the~~ Downtown Corridor district.

DT-3. The ~~Downtown Tucker Compatible Use Overlay District "Village Zone" or the~~ Downtown Village district.

Electronic sign. A sign that requires electrical energy that may be changed at intervals by an electronic process or by remote control, or a sign that requires electrical energy and has any of the following: action, motion, changing colors, or videos. Electronic signs are not allowed in the city.

Entrance sign. Any ground sign placed at the entrance into a development that either includes two or more lots or exceeds 30 acres in area.

Feather sign. Any shape of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, attached to a single pole or staff for support and designed to move in the wind. Feather signs are prohibited except where permitted by this chapter as part of a special event.

Flag. A piece of fabric or other flexible material attached to or designed to be flown from a flagpole.

Flagpole. A freestanding structure used for the sole purpose of displaying flags.

Ft. An abbreviation for "foot" and "feet".

Ground sign. A permanently affixed sign which is wholly independent of a building for support.

Historic sign. A sign deemed by the city to be worthy of preservation by reason of its value to the city for one or more of the following reasons:

- (1) It is an outstanding example of a sign representative of its era;
- (2) It is one of the few remaining examples of past sign design or style;
- (3) It is a sign associated with an event or person of historic or cultural significance to the city; or
- (4) It is a sign of aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the city.

Illegal sign. Any sign that was erected in violation of the laws, as they existed at the time the sign was built or the sign permit issued, or signs that were not built in conformance with the issued permit.

Illuminated sign. A sign that is lit from a source either internal to the sign or from an external light source directed primarily toward such sign.

In. An abbreviation for "inch" and "inches".

Lot, substandard. A designated parcel, tract, or area of land created after the time of enactment of this chapter or amendment of this chapter which does not meet the lot area, lot width, or public street frontage and access requirements of this chapter. Such a lot is illegal except where created by governmental action in which case such lot will have the status of a nonconforming lot of record as defined in the city zoning ordinance.

Monument sign. A type of ground sign that is attached to the ground for at least 75 percent of the width and depth of the sign face.

Mtn. Industrial Blvd. Overlay. An abbreviation for "Mountain Industrial Boulevard Overlay district".

NL-districts. The ~~Northlake Overlay District or the~~ Northlake Zoning Districts.

NL-1. The ~~Northlake Overlay District "Tier 1" or the~~ Northlake High-Intensity Commercial district.

NL-2. The ~~Northlake Overlay District "Tier 2" or the~~ Northlake Office Park district.

NL-3. The ~~Northlake Overlay District "Tier 3" or the~~ Northlake Employment Center district.

NL-4. The ~~Northlake Overlay District "Tier 2" or the~~ Vista Dale Court district.

Nonconforming sign. Any sign that does not conform to the provisions of this chapter.

Non-residential zoning district. Any of the following zoning districts: NS, C-1, C-2, O-I-T, O-I, O-D, M, and M-2.

Portable sign. Any sign, except a sandwich board sign, which is manifestly designed to be transported, including by trailer or on its own wheels, even though the wheels of such sign may be removed and the remaining chassis or support constructed without wheels is converted to a "T" frame sign or attached temporarily or permanently to the ground.

Primary facade. The building facade that is most nearly parallel to the front lot line, except that, when two or more facades are equally parallel to the front lot line, the primary facade is whichever is closest to the lot line.

Projecting sign. A sign which is attached perpendicular to a building or other structure and extends more than 12 inches horizontally from the plane of the building facade.

Pump-island sign. A sign located under a canopy over pump islands of a service station or convenience store with gas pumps.

Residential zoning district. Any of the following zoning districts: RE, R-LG, R-100, R-85, R-75, R-60, MHP, R-NC, R-SM, MR-1, MR-2, HR-1, HR-2, HR-3, MU-1, MU-2, MU-3, MU-4, and MU-5.

Road, accessible. Any road or street that provides a means of ingress and egress to the lot.

Roof sign. A sign attached to or supported by the roof of a building that extends above the immediately adjacent roof line of the building or a sign that is wholly or partially above the roof line of a building.

Rotating sign. See *animated sign*.

Sandwich board sign. A portable sign not secured or attached to the ground or surface upon which it is located having two panels hinged at the top and capable of standing on its own frame without external support or attachment. Synonym: "A" frame sign.

Sec. An abbreviation for "Section".

Secondary facade. Any facade that is not the primary facade.

Sign. A device, structure or representation for visual communication that is used for the purpose of bringing the subject thereof to the attention of others. A device, structure, or representation for visual and/or verbal communications associated with and located as part of drive-through facilities are considered signs only if visible from off-site. For purposes of this chapter, the term "sign" includes the structure upon which a sign face is located. Flags and banners are included in this definition only as provided elsewhere herein. Seasonal holiday decorations are not included in the definition of "sign" and are not regulated as such.

Sq. ft. An abbreviation for "square feet".

Storefront. The ground floor facade of a store, office, or other business.

Street frontage. The lot line that is coincident with any road or street that provides a means of direct ingress and egress to the lot.

Suspended sign. A sign securely suspended above a pedestrian passageway from beneath a canopy or awning and oriented perpendicular to the adjacent building facade.

Tri-faced sign. A sign structure with more than two sign faces situated so that each sign face is facing a different direction.

Wall sign. A sign fastened, placed, or painted upon or parallel to the exterior wall of the structure itself, whether front, rear, or side of the structure.

Window. An opening in the wall of a building for admission of light and air that includes a frame containing and supporting single pieces of glass, sashes, or multiple lights.

Window sign. A sign attached to the exterior or interior face of a window or door, or installed in the interior of a building flush with a window or door, or otherwise intended to be viewed from the outside.

(Ord. No. O2019-04-16, Exh. A(21-3), 5-13-2019)

Secs. 34-4—34-23. - Reserved.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

Sec. 34-24. - Sign permit required.

- (a) Except as specifically excluded from the provisions of this chapter, it is unlawful for any person to post, display, substantially change, or erect a sign without first having obtained a sign permit or any other permit required by this chapter or other ordinances of the city.
- (b) Existing signs that conform to the provisions of this chapter and would be required to obtain a permit under the regulations of this chapter must register with the director and pay a permit fee. Registration and payment of permit fee must be completed within one year of the effective date of this chapter if such signs do not have a valid permit pursuant to a previous ordinance. The information provided for registration will be the same information required in a permit application under section 34-26. No permit fee will be required for the registration of existing signs that have a currently valid permit under any previous ordinance regulating signs.

(Ord. No. O2019-04-16, Exh. A(21-4), 5-13-2019)

Sec. 34-25. - Owner's consent required.

No sign may be permitted or posted on a property without the consent of the property's owner or authorized agent. If it is determined that a sign was erected on a lot pursuant to an alleged agent's incorrect representation that the record owner of the lot, in fact, gave permission for the erection of a sign, the permit for such sign will be revoked as provided in section 34-29.

(Ord. No. O2019-04-16, Exh. A(21-5), 5-13-2019)

Sec. 34-26. - Application information.

- (a) Applications for sign permits required by this chapter must be filed by the sign owner or the owner's agent with the director. The application must describe and set forth the following:
 - (1) The street address of the lot upon which sign is to be located, unit number (if applicable), and a plat map of the lot which bears the location of the proposed sign, including distances of the sign from the right-of-way;
 - (2) The name(s) and address(es) of the owner(s) of the lot upon which the sign is to be placed;

- (3) Consent of the owner, or the owner's agent, granting permission for the placement and/or maintenance of the sign;
- (4) Name, address, phone number and occupational tax certificate number of the sign contractor;
- (5) The type of sign to be erected, the area of the sign, the height of the sign, the shape of the sign, sign materials, electrical plans showing how the sign is to be illuminated (if at all), colors, and an explanation of how the sign is to be mounted or erected, including necessary structural and construction details (or shop drawings) if appropriate;
- (6) The size of the lot on which the sign is to be placed;
- (7) Other materials determined by the director to be necessary to review the application; and
- (8) The payment in full of the applicable application fee.
- (9) An application for ground signs must include either:
 - a. A site plan drawn to scale, including a closed boundary survey of the lot gross acreage, the proposed location of subject sign, sign and building setbacks, approximate location of all ground signs on the lot, aggregate area of existing signs per this chapter, entrance driveways from public streets, street rights-of-way, public or private easements, building locations, gross area of buildings and floor area occupied by subject owner or tenants; or
 - b. The director may reduce the area included in paragraph "a" immediately above when a reduced area is satisfactory to establish conformance with the requirements of this chapter.
- (b) The director will develop the forms necessary to facilitate the permit application process.
- (c) The applicant must demonstrate that the sign installer holds a valid business license, except when the application is for a sandwich board sign.
- (d) The applicant must obtain all other permits or licenses required by city ordinance, state law, or other regulation. No sign permit will be valid unless all necessary permits have been obtained by the applicant from the appropriate authorities and submitted to the city.
- (e) Each application must contain an agreement to indemnify and hold harmless the city of all damages, demands or expenses in any manner caused by the sign or sign structure. Each applicant must present to the department, on request, a certificate of liability insurance prior to the issuance of a sign permit.

(Ord. No. O2019-04-16, Exh. A(21-6), 5-13-2019)

Sec. 34-27. - Fees.

The cost of a sign permit will be established by the mayor and city council and collected by the director.

(Ord. No. O2019-04-16, Exh. A(21-7), 5-13-2019)

Sec. 34-28. - Time for consideration and issuance.

The director must process sign permit applications within 45 business days of the director's actual receipt of a completed application and permit fee. Applications not processed within 45 business days will be deemed approved and a permit will be issued. A sticker or other device bearing the sign permit number must be affixed to the sign structure.

(Ord. No. O2019-04-16, Exh. A(21-8), 5-13-2019)

Sec. 34-29. - Denial and revocation.

- (a) *Procedure.* The director will deny permit applications, or revoke existing permits issued under this chapter, that are found to be or have been:

- (1) Not in compliance with the provisions of this chapter or other applicable city regulations;
- (2) In violation of state or federal laws;
- (3) Based upon incomplete application information; or
- (4) Were based upon and/or contain any false material statements.

Notice of a denial of an application or revocation of a permit issued in error under this chapter must either be by hand delivery or by U.S. Postal Service certificate of mailing. It must be sent to the address on the permit application on or before the 45th business day after the director's receipt of the completed application. If mailed, notice will be deemed to have been given upon the date of mailing in conformity with this section. Any application denied and later resubmitted will be deemed to have been submitted on the date of resubmission.

- (b) *Appeal.* An applicant whose permit application has been denied or a permittee whose permit has been revoked may appeal the decision of the director to the zoning board of appeals as provided in city zoning regulations.
- (c) *Certiorari.* If an applicant or permittee whose permit has been denied or revoked is dissatisfied with the decision of the zoning board of appeals, that person may file an appeal to the Superior Court of DeKalb County by writ of certiorari as provided by law.

(Ord. No. O2019-04-16, Exh. A(21-9), 5-13-2019)

Sec. 34-30. - Permit expiration.

A sign permit becomes null and void if the sign for which the permit was issued is not completed and fully installed within six months after the date of issuance. No refunds will be made for fees paid for permits that expired due to failure to erect a permitted sign. If an individual later desires to erect a sign at the same location, a new application must be processed and another fee paid in accordance with the fee schedule applicable at such time.

(Ord. No. O2019-04-16, Exh. A(21-10), 5-13-2019)

Sec. 34-31. - Enforcement and penalties.

- (a) The city may issue a citation for violation of this chapter by any person, including if applicable, the owner, manager or tenant of the lot upon which a sign is located. Violations may include, but are not limited to, improper installation, improper maintenance, conversion, alteration, or used in violation of this chapter or in violation of any other applicable ordinance, including, but not limited to, building and electrical codes.
- (b) The director or any designated city employee will have the same duties, authority, and obligations regarding access to private property, inspections, including the procurement of inspection warrants provided in city zoning regulations with regard to the enforcement of this chapter.
- (c) Any person violating any provision of this chapter will be guilty of an offense and upon conviction, will be subject to the general penalty provided in section 1-7 of the city Code. Each sign installed, created, erected or maintained in violation of this chapter will be considered a separate violation, and each day of a continued violation for each sign will be considered a separate violation when applying the penalties authorized in section 1-7.
- (d) The city may seek affirmative equitable relief in a court of competent jurisdiction to cause the removal or repair of any sign in violation of this chapter or other city ordinances.

- (e) The director or any city employee who operates an authorized city vehicle, or any person contracting with the city for such purpose may, without notice, remove and dispose of any prohibited sign, signal, device, or other structure erected, placed or maintained on the dedicated right-of-way of any public road. Such removal and disposal of a prohibited sign, signal, device, or other structure will not preclude the prosecution of any person for erecting, placing or maintaining such item in the dedicated public right-of-way.

(Ord. No. O2019-04-16, Exh. A(21-11), 5-13-2019)

Secs. 34-32—34-51. - Reserved.

ARTICLE III. - REGULATIONS AND RESTRICTIONS

Sec. 34-52. - Prohibited signs.

The following types of signs are not allowed anywhere in the city:

- (1) Signs on ~~the any dedicated~~ right-of-way ~~of any public road~~ other than publicly owned or maintained signs and signs pertaining to railroad crossings;
- (2) Signs that contain words, pictures, statements, or any other materials which are obscene, as defined by O.C.G.A. § 16-12-80, as amended;
- (3) Signs, except flags allowed by section 34-53(2), that simulate an official traffic control device, warning sign, or regulatory sign or which hide from view any traffic control device, signal, or public service sign;
- (4) Signs that emit or utilize in any manner any sound capable of being detected on any traveled road, highway, or adjacent sidewalk by a person with normal hearing abilities;
- (5) Signs that interfere with road or highway visibility, or that obstruct or otherwise interfere with the safe and orderly movement of traffic, or that otherwise pose a hazard to traffic due to structural deficiencies in the structure of such signs;
- (6) Signs erected by nailing, fastening or affixing the sign in any manner to any tree, curb, utility pole, natural feature, or other structure except as may be set forth herein;
- (7) Animated signs, including rotating or revolving signs (except for time and weather informational signs, official warning and other regulatory signs);
- (8) Electronic signs;
- (9) Neon signs, except as authorized under section 34-53(3) for window signs;
- (10) Signs that obstruct any fire escape, any means of egress or ventilation or shall prevent free passage from one part of a roof to any other part thereof, as well as signs attached to any fire escape;
- (11) Signs that cover and obscure windows, doors, cornices, or other architectural features;
- (12) Signs that do not conform to applicable building and electrical codes;
- (13) Signs for which a permit is required that do not display the sign permit number;
- (14) Monopole signs and other signs with exposed structural supports that are more than three feet in height and have post supports larger than two inches in diameter or a total of four square inches in cross-section area, except for authorized double-post signs in DT districts;
- (15) Roof signs;
- (16) Tri-faced signs;

- (17) Signs that are in violation of the rules and regulations of any special district or overlay district presently existing or as may later be enacted;
- (18) Any sign constructed of non-durable material including, but not limited to, paper, cardboard, fabric, or flexible plastic. This provision does not apply to flags, awning signs, or banners which are otherwise allowed by this chapter;
- (19) Portable signs, except authorized sandwich board signs;
- (20) Signs attached to, painted on, or otherwise positioned in or on any vehicle or truck, whether having a current license or not, that is located in view of the street right-of-way when in a location or for a period of time that indicates that the use of the vehicle is for displaying the sign to passing motorists or pedestrians, except that such signs are allowed on a temporary basis in association with a temporary event permit;
- (21) Signs located on any substandard lot created after the enactment of this chapter unless the substandard lot is created as the result of governmental action;
- (22) *Abandoned signs in a non-residential zoning district, DT district, and NL district.* Signs (including sign structures) will be deemed abandoned if the use, business, service, or commercial transaction to which it relates has been discontinued for six months. The sign owner must provide proof of continued use within the six month period. Such proof may include, but not be limited to, utility bills, tax records, business licenses, advertisements in dated publications, Insurance policies, leases, receipts, and other appropriate evidence as determined by the director. Furthermore, in reviewing said proof, the director must consider any evidence of vacancy or not-use, including, but not limited to, failure to maintain regular business hours, typical or normal for the use; failure to maintain equipment, supplies or stock-in-trade that would be used for the active operation of the use; failure to maintain utilities that would be used for the active operation of the use; failure to pay taxes, including but not limited to sales tax, workers' compensation taxes, corporate taxes that would be required for the active operation of the use; failure to maintain required local, state or federal licenses or other approvals that would be required for the active operation of the use; failure to maintain applicable business license(s); and other appropriate evidence as determined by the director;
- (23) Any sign that is structurally unsound or is a hazard to traffic or pedestrians;
- (24) *Dilapidated or neglected signs.* A sign (including sign structure) will be dilapidated or neglected if it does not present a maintained, neat, and orderly appearance, which may be manifested by the following, including, but not limited to, rust or holes on or in the sign or sign structure; broken, missing, loose, or bent parts; faded or flaking paint; non-operative or partially non-operative illumination (including any light elements within legal non-conforming electronic signs); non-operative mechanical devices; or missing letters in sign copy;
- (25) Window shades used as signs; and
- (26) Illegal signs.

(Ord. No. O2019-04-16, Exh. A(21-12), 5-13-2019)

Sec. 34-53. - Signs not requiring a permit.

The following types of signs do not require a sign permit or temporary sign permit from the city in any zoning district.

- (1) *Public interest signs.* Signs erected by a public officer in the performance of their duties, including but not limited to: public notices, safety signs, danger signs, official traffic control devices, memorial plaques, and historical markers are exempt from the provisions of this chapter.
- (2) *Flags.*

- a. Flags must be displayed on flagpoles, which may be vertical or mast arm flagpoles. In non-residential districts, DT districts, and NL districts, flagpoles may not exceed the height allowed in the applicable zoning district, or 60 feet, whichever is less. Flagpoles in residential districts may not exceed 25 feet in height or the height of the primary structure on the lot, whichever is less.
- b. The maximum dimensions of any flag must be proportional to the flagpole height. The hoist side of the flag may not exceed 20 percent of the vertical height of the flagpole. In addition, flags are subject to the following limitations:

Pole Height (feet)	Flag Size Max. (total square feet)
Up to 25 ft.	24 sq. ft.
25 to 39 ft.	40 sq. ft.
40 to 49 ft.	60 sq. ft.
50 to 60 ft.	99 sq. ft.

- c. Each lot is allowed a maximum of three flagpoles.
 - d. A maximum of two flags is allowed per flagpole.
 - e. A vertical flagpole must be set back from all lot boundaries a distance which is at least equal to the height of the flagpole.
 - f. Flags and flagpoles must be maintained in good repair, and to the extent applicable must be in compliance with the building code. Flagpoles with broken halyards may not be used and flags which are torn or frayed may not be displayed.
 - g. On officially designated city, state, or federal holidays, subsections (1) through (6) immediately above do not apply.
- (3) *Window signs.*
- a. Window signs may not exceed 30 percent of the area of the individual window they are located in; and
 - b. One internally illuminated window sign stating "open" and/or "closed" is allowed per establishment. It may not exceed three square feet in area and is included in the 30 percent window sign area limitation.
 - c. Neon window signs are allowed, provided no individual sign exceeds three square feet in area, the sign is included in the 30 percent sign area limitation, and the number of signs allowed is limited to a minimum separation of eight feet between such neon signs.
- (4) *Residential district signs.* The following signs in residential districts are not subject to the ground sign or entrance sign permit requirements of section 34-54 but are subject to indicated limitations:

- a. Lots used for residential purposes other than a multifamily dwelling, mobile home, or townhouse dwelling developments may not have an aggregate sign area greater than 24 square feet per lot. No single sign may exceed six square feet in size.
 - b. Lots used for multifamily dwelling, mobile home, or townhouse dwelling developments may not have an aggregate sign area exceeding six square feet per unit, not to exceed an aggregate of 100 square feet for the development.
 - c. Signs may exceed a height of four feet above the grade level of the adjacent street (as measured from the top of the sign or support included), or a height of three feet above ground level (measured from the top of the sign or support structure to ground level), whichever is taller.
 - d. Signs may not be illuminated.
 - e. ~~No single sign regulated by subsections (1) through (4) above may exceed six square feet in size.~~ Reserved.
- (5) *Suspended signs.* One suspended sign per tenant or dwelling unit when the area of the sign is less than six square feet per side.
 - (6) *Street number signs.* Signs for the sole purpose of displaying street numbers as may be required by other ordinances and other signs required by law.
 - (7) *Nongovernmental traffic control devices.* Nongovernmental traffic control devices in or adjacent to parking areas and driveways and signs located at railroad crossings.
 - (8) *Historic signs.* Historic signs where:
 - A. The lot, building, or structure where the historic sign is to be located was built before 1950;
 - b. The owner of the property where the historic sign is to be located has obtained a certificate of appropriateness authorizing the sign from the city's historic preservation commission, if such body exists; and
 - c. A previous sign must have been located on the property before 1950. The historic sign's former existence, original design, original size, original color(s), original composition, and other original aesthetic qualities of the historic sign must be documented and shown to the director's satisfaction by photograph(s) or other sufficient evidence as it existed before 1950. The new historic sign must be an exact replica of the pre-1950 sign that was located on the property.

(Ord. No. O2019-04-16, Exh. A(21-13), 5-13-2019)

Sec. 34-54. - Signs requiring a temporary sign permit.

The following types of signs require a temporary sign permit from the city in all zoning districts.

- (1) *Banners.*
 - a. Each temporary sign permit authorizes one banner at a time.
 - b. On lots that do not contain multiple business establishments, banners are allowed for a period not exceeding 14 days and with no more than four such 14-day periods allowed per calendar year per lot.
 - c. On lots that contain multiple business establishments, banners are allowed for each establishment for a period not exceeding 14 days and with no more than four such 14-day periods allowed per calendar year per establishment.
 - d. Individual banner permits may be divided into two non-consecutive weeks, provided the dates are stated on the permit.

- e. Banner may not exceed 32 square feet in area.
 - f. No banner must be mounted so as to extend above the horizontal plane of the roof where the building wall and roof meet or shall not extend more than five feet above grade when on the ground.
 - g. Banners must be erected with supports or other means so that they do not sag.
 - i. Banners must be maintained in good condition as provided for flags in section 34-53(b).
- (2) *Special event signs.* A site holding a valid special administrative permit in any zoning district, or a site containing an authorized use and located in a non-residential zoning district, DT district, or NL district is allowed special event signs, subject to the following requirements:
- a. The signs and devices must be constructed of, or must be described as, banners, metal, wood, pennants, flags, feather signs, balloons, or streamers;
 - b. The maximum size allowance for all the devices and signs may not exceed 150 square feet;
 - c. The signs may be attached to the exterior wall or walls of a building, no higher than the top of the parapet or roof and may not be placed, located or connected nearer than 50 feet from the center of the street or roadway, or 20 feet from the curb or edge of the pavement, whichever is further from the center of the street or roadway and shall be out of the dedicated right-of-way;
 - d. The signs must be removed within 48 hours of the completion of the event;
 - e. Special event signs may not be used for more than 16 consecutive days; and
 - f. Special event signs may not be used more than two times per calendar year on the same site.
- (3) *Other temporary signs.* The following applies to temporary signs other than banners or special event signs:
- a. One sign is permitted per lot, except that corner lots may have one sign located on each adjacent street.
 - b. Signs may not exceed 32 square feet in area.
 - c. Signs may not exceed eight feet in height.
 - d. Signs may not be illuminated.
 - e. Signs must be rigid and may not be made of fabric or similar materials.
 - f. Sign faces must be constructed of materials that present a finished appearance. Rough-cut plywood and plastic are not allowed.
 - g. Any sign frames must be made of painted or stained wood, anodized aluminum, or metal. Plastic frames are not allowed.
 - h. Signs must be maintained in good condition as provided for flags in section 34-53(b).
 - i. Construction signs must comply with the following time limits:
 - 1. Signs may not be erected until the first development permit for the project has been issued. If development is not begun in 60 days or if construction is not continuously and actively pursued to completion, all signs must be removed.
 - 2. Signs must be removed when a certificate of occupancy is issued, or when the permanent sign is installed, or when the development permit expires, whichever occurs first.
 - j. Temporary signs other than construction signs may be used for a period not exceeding 60 consecutive days. Additional posting time may be allowed by the director, provided the temporary activity on the site is continuing.

(Ord. No. O2019-04-16, Exh. A(21-14), 5-13-2019)

Sec. 34-55. - Signs requiring a permit.

Signs are allowed by district as set forth in Table 21.1 Specific requirements for each sign are shown on the following pages. All of the sign types show in Table 21.1 require a sign permit.

Table 21.1 Signs Requirement a Permit							
	Residential Zoning Districts	Non-Residential Zoning Districts	DT Districts		NL Districts	Mountain Industrial Boulevard Overlay	Standards
			DT-1	DT-2, DT-3			
Awning Sign, or Canopy Sign, or Wall Sign	—	■	■	■	■	■	Sec. 34-57, Sec. 34-58, Sec. 34-59
Projecting Sign	—	■	■	■	■	■	Sec. 34-60
Ground Signs: Monument, or Double-post	□	■	■	■	■	■	Sec. 34-61, Sec. 34-62
Sandwich Board Sign	—	■	■	■	■	■	Sec. 34-63
Entrance Sign	■	■	■	■	■	■	Sec. 34-64
Directional Sign	□	■	■	■	■	■	Sec. 34-65

Key:

■ = Allowed

□ = Allowed for nonresidential, townhouses, and multifamily uses only

— = Not Allowed

(Ord. No. O2019-04-16, Exh. A(21-15), 5-13-2019)

Sec. 34-56. - Sign area allocation.

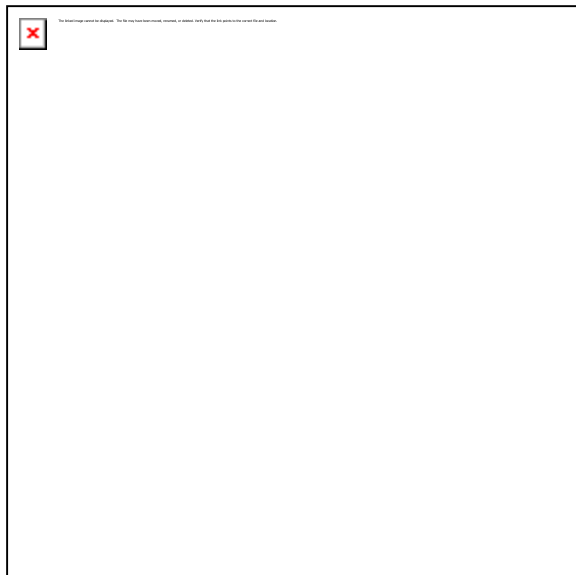
(a) *Awning, canopy, and wall signs.*

- (1) *Allocation not transferable.* Sign area allocation must be used on the building facade that is used to measure the allocation, and may not be transferred to any other building facade.
- (2) *Primary facades.* Awning signs, canopy signs, and wall signs are allocated a combined sign area of four square feet of per linear foot of the primary façade.

- (3) *Secondary facades.* Awning signs, canopy signs, and wall signs are allocated a combined sign area of four square feet per linear foot of any one secondary facade.
- (4) *Maximum combined sign area.* The maximum combined awning sign, canopy sign, and wall sign area along any one façade may not exceed:
 - a. DT-1, DT-3, NL-4: 32 square feet.
 - b. Developments under 30 acres in all other districts: 150 square feet.
 - c. Developments 30 acres or larger in all other districts: 500 square feet.
- (b) *Other signs.* The maximum combined area for signs other than awning, canopy, and wall signs is not regulated except by the dimension requirements for each sign and the number of signs allowed.

(Ord. No. O2019-04-16, Exh. A(21-16), 5-13-2019)

Sec. 34-57. - Awning signs.



- (a) **Definition.**

A sign where graphics or symbols are sewn on, printed on, or otherwise adhered to the awning material as an integrated part of the awning itself.

(b) **General provisions.**

- (1) Signs may not extend outside the awning.
- (2) Only awnings over ground story doors or windows may contain signs.
- (3) The awning that the sign is attached to must be opaque.
- (4) Signs may be on the front valance, the side valance, or on the sloping face of the awning.
- (5) Signs may not be internally illuminated.

(c) **Sign area allocation.**

See section 34-56.

(d) **Dimensions.**

Area of individual sign:

- a. DT-1, DT-3, NL-4: maximum 32 square feet.
 - b. Developments under 30 acres in all other districts: maximum 150 square feet.
 - c. Developments 30 acres or larger in all other districts: maximum 500 square feet.
- Ⓐ Sign width (percent of awning width): maximum 80 percent.

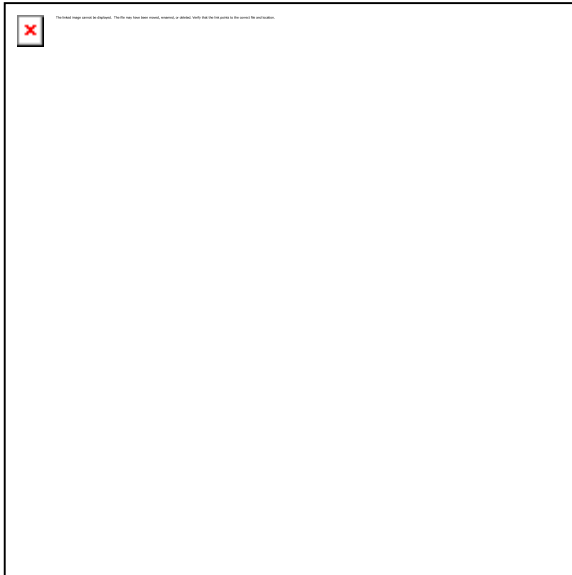
Projection from façade: maximum six feet.

(e) **Number of signs.**

- (1) One awning sign, or one building canopy sign, or one wall sign is allowed along per establishment along its primary facade.
- (2) One awning sign, or one building canopy, or one wall sign is allowed per establishment along its secondary facade.

(Ord. No. O2019-04-16, Exh. A(21-17), 5-13-2019)

Sec. 34-58. - Canopy signs.



(a) **Definition.**

A sign placed on a canopy so that the display surface is parallel to the plane of the front building facade. A sign affixed to, superimposed upon, or painted on any roof or roof-like structure which is extended over a sidewalk, walkway, or vehicle access area.

(b) **General provisions.**

- (1) Signs cannot extend outside the overall length or width of the canopy. However, a canopy sign may extend above or below the canopy.
- (2) Raceways are permitted for signs extending below or above the canopy. Otherwise, raceways are not permitted and the sign must be flush with the canopy face.
- (3) Signs may not extend above the height of the building, including any parapet wall.
- (4) Signs may not be located on a roof.

(c) **Sign area allocation.**

See section 34-56.

(d) **Dimensions.**

Area of individual sign:

- a. DT-1, DT-3, NL-4: maximum 32 square feet.
 - b. Developments under 30 acres in all other districts: maximum 150 square feet.
 - c. Developments 30 acres or larger in all other districts: maximum 500 square feet.
- Ⓐ Sign width (percent of canopy width): maximum 80 percent.
 - Ⓑ Clear height above sidewalks or other non-vehicular areas: minimum eight feet.
 - Ⓑ Clear height above parking, driveways, or other vehicle access: minimum 14 feet.

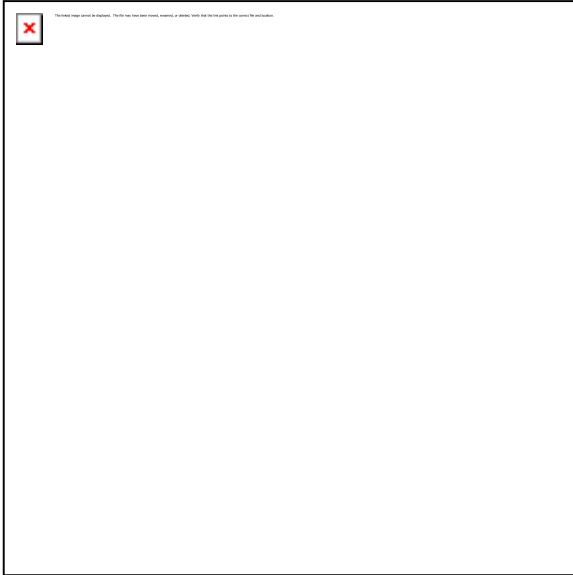
Projection from building façade: maximum six feet.

(e) **Number of signs.**

- (1) One awning sign, or one building canopy sign, or one wall sign is allowed along per establishment along its primary façade.
- (2) One awning sign, or one building canopy, or one wall sign is allowed per establishment along its secondary façade.
- (3) One canopy sign is allowed per street frontage on canopies covering vehicle fueling areas. Signs must be within the limits of the canopy covering the pump and may not exceed six square feet per sign.
- (4) One canopy sign is allowed per interactive teller machine/automated teller machine along its primary façade and one along its secondary façade. Signs must be within the limits of the canopy covering the teller machine and may not exceed six square feet per sign.

(Ord. No. O2019-04-16, Exh. A(21-18), 5-13-2019)

Sec. 34-59. - Wall signs.



(a) **Definition.**

A sign fastened, placed or painted upon or parallel to the exterior wall of the structure itself, whether front, rear or side of the structure.

(b) **General provisions.**

- (1) Signs must be securely fastened to the building surface.
- (2) Signs may not extend above the height of the building, including any parapet wall.
- (3) Signs may not be located on a roof.

(c) **Sign area allocation.**

See section 34-56.

(d) **Dimensions.**

Area of individual sign:

- a. DT-1, DT-3, NL-4: maximum 32 square feet.
- b. Developments under 30 acres in all other districts: maximum 150 square feet.

c. Developments 30 acres or larger in all other districts: maximum 500 square feet.

Ⓐ Sign width (percent of wall width): maximum 80 percent.

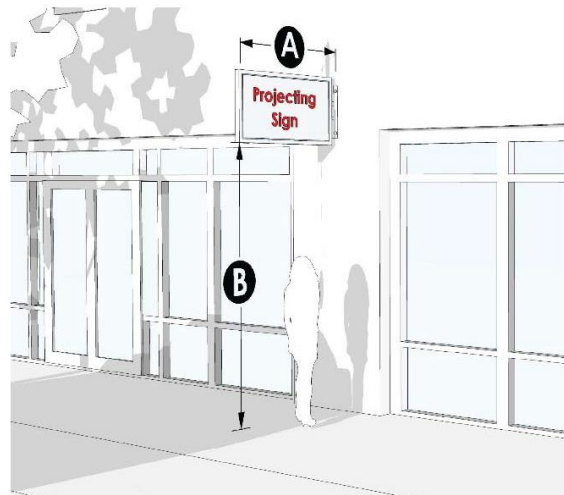
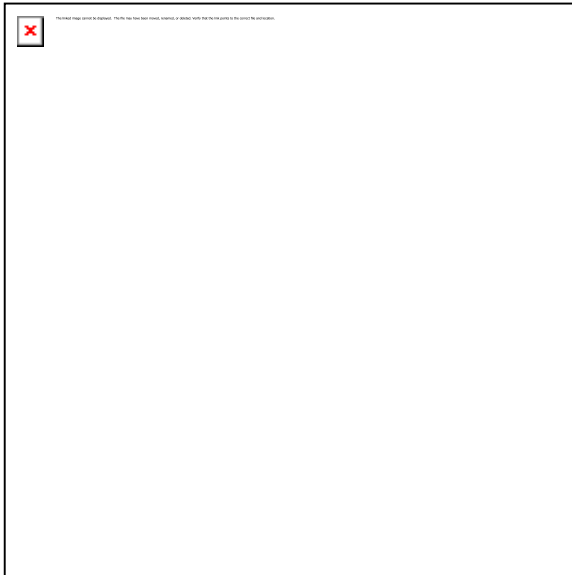
Projection from façade: maximum two feet.

(e) **Number of signs.**

- (1) One awning sign, or one building canopy sign, or one wall sign is allowed ~~along~~ per establishment along its primary facade.
- (2) One awning sign, or one building canopy, or one wall sign is allowed per establishment along its secondary facade.
- (3) One wall sign is allowed per facade of an on-site accessory drive-through car wash building. However, no more than two total signs may be provided and the combined area of both signs may not exceed five square feet. This area is not included in the sign area allocation above.

(Ord. No. O2019-04-16, Exh. A(21-19), 5-13-2019)

Sec. 34-60. - Projecting signs.



(a) **Definition.**

A sign which is attached perpendicular to a building or other structure and extends more than 12 inches horizontally from the plane of the building facade.

(b) **General provisions.**

- (1) Signs must be securely fastened to the building surface.
- (2) Signs may not extend above the height of the building, including any parapet wall.
- (3) Signs may not be located on a roof.

(c) **Sign area allocation.**

See section 34-56.

(d) **Dimensions.**

Area of individual sign: maximum nine square feet.

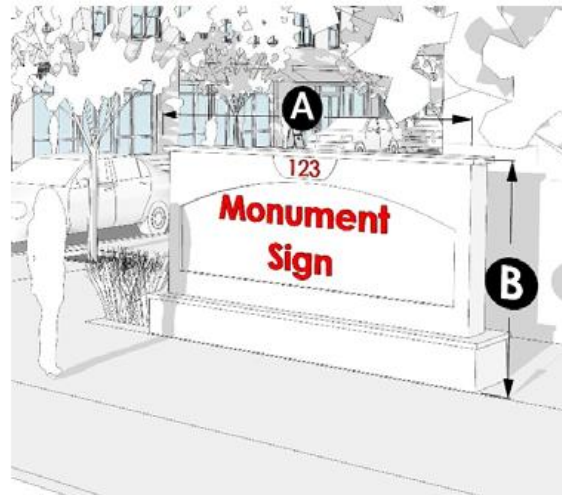
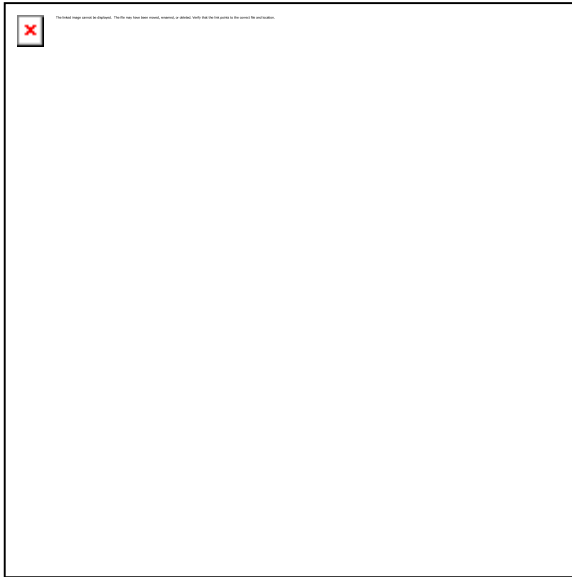
- Ⓐ Projection from façade: maximum two feet.
- Ⓑ Clear height above sidewalks or other non-vehicular areas: minimum ten feet.
- Ⓑ Clear height above parking, driveways, or other vehicle access: minimum 14 feet.

(e) **Number of signs.**

- (1) One projecting sign is allowed along per establishment along its primary facade.
- (2) One projecting sign is allowed per establishment along its secondary facade.

(Ord. No. O2019-04-16, Exh. A(21-20), 5-13-2019)

Sec. 34-61. - Monument sign.



(a) **Definition.**

A type of ground sign that is attached to the ground for at least 75 percent of the width and depth of the sign face.

(b) **General provisions.**

- (1) Signs must have a base made of brick or stone. Any framework must also be made of brick or stone.
- (2) Signs must display the address of the property. Where multiple addresses exist, the highest and lowest address numbers must be identified. This does not apply to any ground sign where the sign is located on property which has more than one street frontage and the property address is assigned from a street other than the street frontage where the ground sign is erected. Numbers must be a minimum of eight inches in height and be visible from both directions of travel.
- (3) Sign must be set at least ten feet from electrical transmission lines.
- (4) Signs allowed for primary facades must be placed between the primary frontage and the street the primary facade faces.
- (5) Signs allowed for secondary facades must be placed between the secondary facade and the street the secondary facade faces.

- (6) No lot may have more than a combined total of one monument sign or double-post sign that is oriented towards travelers along the same street.

(c) **Sign area allocation.**

See section 34-56.

(d) **Dimensions.**

Area of individual sign:

- a. DT districts: maximum 90 square feet.
- b. Developments under 30 acres in all other districts: maximum 150 square feet.
- c. Developments 30 acres or larger in all other districts: maximum 270 square feet.

Ⓐ Sign width: maximum 15 feet.

Ⓑ Sign height:

- a. DT districts: maximum eight feet.
- b. Developments under 30 acres in all other districts: maximum 12 feet.
- c. Developments 30 acres or larger in all other districts: maximum 20 feet.

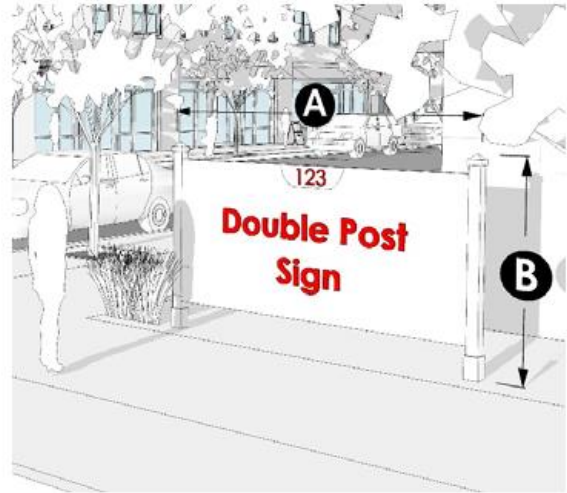
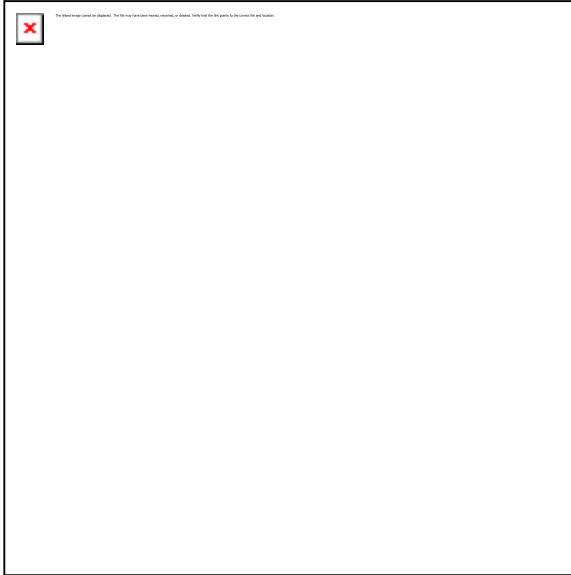
Ⓒ Sign must incorporate a base between two and four feet in height.

(e) **Number of signs.**

One ground sign is allowed per street that the lot has frontage on.

(Ord. No. O2019-04-16, Exh. A(21-21), 5-13-2019)

Sec. 34-62. - Double-post sign.



(a) **Definition.**

A type of ground sign where the primary support is supplied by two posts positioned no more than two inches from the outer edge of the sign face.

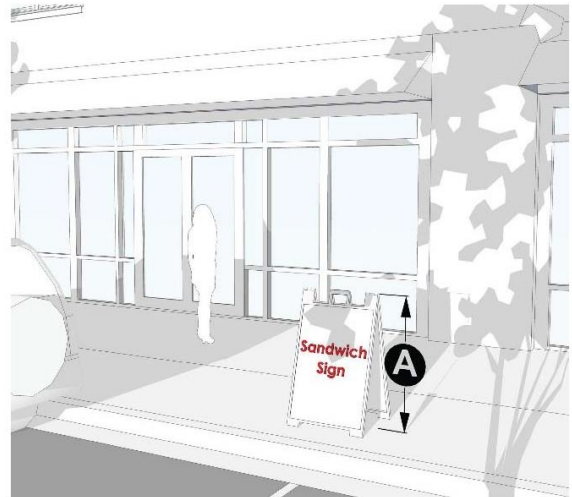
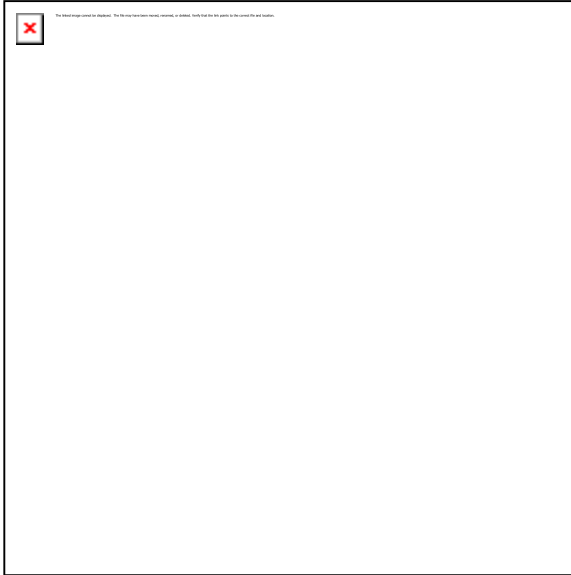
(b) **General provisions.**

- (1) Post supports must be between four and six inches in width or diameter. When square posts are used, a nominal four x four-inch post may be used.
- (2) Sign faces must be constructed of materials that present a finished appearance. Rough-cut plywood and plastic are not allowed.
- (3) Sign frames must be painted or stained wood, anodized aluminum, or metal. Plastic frames are not allowed.
- (4) Signs must display the address of the property. Where multiple addresses exist, the highest and lowest address numbers must be identified. This does not apply to any ground sign where the sign is located on property which has more than one street frontage and the property address is assigned from a street other than the street frontage where the ground sign is erected. Numbers must be a minimum of eight inches in height and be visible from both directions of travel.
- (5) Signs must be set at least ten feet from electrical transmission lines.

- (6) Signs allowed for primary facade must be placed between the primary facade and the street the primary facade faces.
- (7) Signs allowed for secondary facade must be placed between the secondary facade and the street the secondary facade faces.
- (8) No lot may have more than a combined total of one monument sign or double-post sign that is oriented towards travelers along the same street.
- (c) **Sign area allocation.**
 - See section 34-56.
- (d) **Dimensions.**
 - Area of individual sign:
 - a. DT districts: maximum 90 square feet.
 - b. Other districts: maximum 150 square feet.
 - Ⓐ Sign width: maximum 15 feet.
 - Ⓑ Sign height:
 - c. DT districts: maximum eight feet.
 - d. Other districts: maximum 12 feet.
- (e) **Number of signs.**
 - One ground sign is allowed per street that the lot has frontage on.

(Ord. No. O2019-04-16, Exh. A(21-22), 5-13-2019)

Sec. 34-63. - Sandwich board signs.



(a) **Definition.**

A portable sign not secured or attached to the ground or surface upon which it is located having two panels hinged at the top and capable of standing on its own frame without external support or attachment. Synonym: "A" frame sign.

(b) **General provisions.**

- (1) Signs may not be located in a public right-of-way.
- (2) Signs may not exceed three and one-half feet in height and seven square feet in area (per side).
- (3) Signs must be removed and placed indoors at the end of each business day.
- (4) Signs may not obstruct vehicular, bicycle or pedestrian traffic and must comply with ADA clearance and accessibility.
- (5) Sign faces must be constructed of materials that present a finished appearance. Rough-cut plywood and plastic are not allowed.
- (6) Sign frames must be painted or stained wood, anodized aluminum, or metal. Plastic frames are not allowed.
- (7) Signs may not be illuminated.

(c) **Sign area allocation.**

See section 34-56.

(d) **Dimensions.**

Area of individual sign: maximum seven square feet per side.

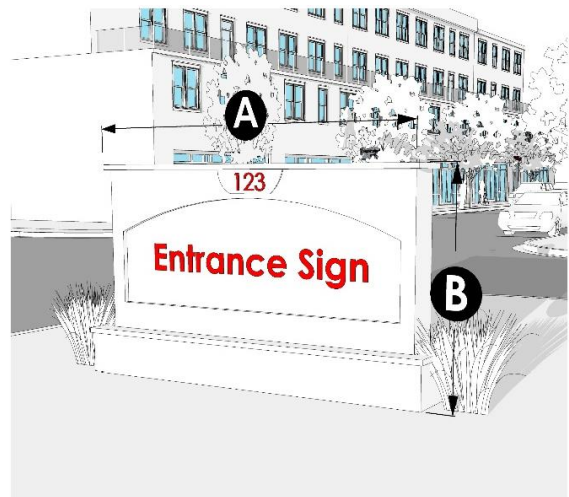
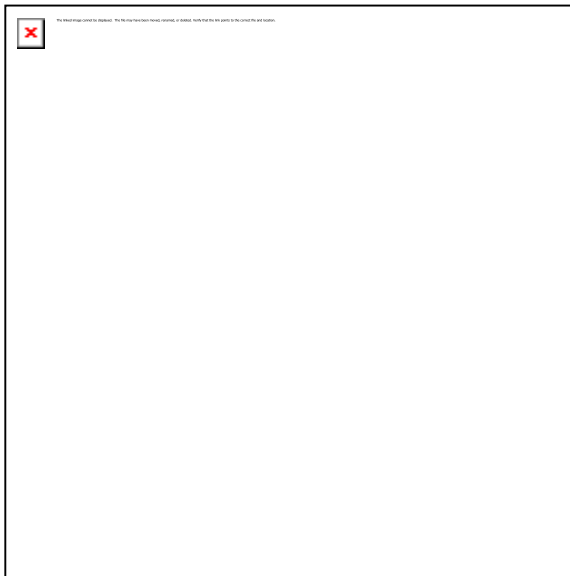
Ⓐ Sign height: maximum 42 inches.

(e) **Number of signs.**

One sandwich board sign is allowed per establishment.

(Ord. No. O2019-04-16, Exh. A(21-23), 5-13-2019)

Sec. 34-64. - Entrance signs.



(a) **Definition.**

Any ground sign placed at the entrance into a development that either includes two or more lots or exceeds 30 acres in area.

(b) **General provisions.**

- (1) Signs must conform to the general provisions for ground signs.
- (2) Signs must conform to the illumination requirements for ground signs in the applicable zoning district.
- (3) Signs in new detached single-family dwelling developments must be placed on land owned by a homeowners association.

(c) **Sign area allocation.**

See section 34-56.

(d) **Dimensions.**

Area of individual sign:

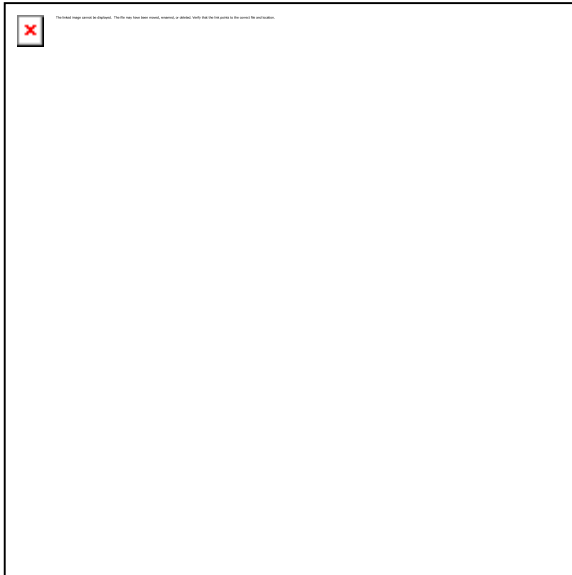
- a. Developments under 30 acres: maximum 32 square feet.
 - b. Developments 30 acres or larger: maximum 300 square feet.
- Ⓐ Sign width: maximum 15 feet.
- Ⓑ Sign height:
- c. Developments under 30 acres: maximum eight feet.
 - d. Developments 30 acres or larger: maximum 20 feet.

(e) **Number of signs.**

One entrance sign is allowed at each street entrance or driveway into the ~~sign~~development, but no two entrance signs for the same development may be placed less than 500 feet apart along the same external street.

(Ord. No. O2019-04-16, Exh. A(21-24), 5-13-2019)

Sec. 34-65. - Directional sign.



(a) **Definition.**

An on-site sign on private property, the sole purpose of which is to direct the flow of traffic, transmit parking information, or convey similar information.

(b) **General provisions.**

(1) Signs must be set at least ten feet from electrical transmission lines.

(c) **Sign area allocation.**

See section 34-56.

(d) **Dimensions.**

Area of individual sign: maximum six square feet.

Ⓐ Sign width: maximum three feet.

Ⓑ Sign height: maximum three feet.

(e) **Number of signs.**

Two directional signs are allowed for every curb but may not exceed a total of eight per lot.

(Ord. No. O2019-04-16, Exh. A(21-25), 5-13-2019)

Sec. 34-66. - DT districts.

The following additional standards and restrictions apply in DT districts.

- (1) *Prohibited signs.* The following signs are prohibited in addition to those prohibited by section 34-52:
 - a. In DT-1 and DT-3, internally illuminated signs, including internally illuminated cabinet signs, except as allowed for window signs stating "open" and/or "closed" and neon window signs.
 - b. In all DT districts, back-lit channel signs.
- (2) *Ground signs.* When the building is less than five feet from a public right-of-way, no ground sign may be placed between the building and said right-of-way.

(Ord. No. O2019-04-16, Exh. A(21-26), 5-13-2019)

Sec. 34-67. - NL districts.

The following additional standards and restrictions apply in NL districts.

- (1) *Wall signs.*
 - a. Wall signs must be channel cut letters applied directly to the facade.
 - b. Wall signs may not exceed eight inches in depth.
- (2) *Ground signs.* Ground signs must be externally illuminated using ground-mounted floodlighting.

(Ord. No. O2019-04-16, Exh. A(21-27), 5-13-2019)

Sec. 34-68. - Mountain Industrial Boulevard Overlay.

The following additional standards and restrictions apply in the Mountain Industrial Boulevard Overlay.

- (1) Sandwich board signs must be placed with five feet of a building entrance.
- (2) Wood and flexible plastic are prohibited for use in permanent signs in non-residential zoning districts.

(Ord. No. O2019-04-16, Exh. A(21-28), 5-13-2019)

Sec. 34-69. - Signs setbacks.

- (a) No sign may be in required interior side yards, required rear yards, or required buffers.
- (b) Signs must conform to the sight visibility triangle requirements of city zoning regulations.
- (c) Signs must be located to provide enough vertical clearance for safe, convenient and unobstructed passage for pedestrians and vehicles.
- (d) Signs must be set back at least five feet from any right-of-way.

(Ord. No. O2019-04-16, Exh. A(21-29), 5-13-2019)

Sec. 34-70. - Measurements.

(a) *Computation of sign area.*

- (1) For wall signs, awning signs, and canopy signs and consisting of freestanding letters or logos, sign area is calculated as the total area of the smallest single rectangle, circle, or square that fully encloses all the letters and images.
- (2) For signs on a background, the entire area of the background is calculated as sign area, including any material or color forming the sign face and the background used to differentiate the sign from the structure on which it is mounted. For ground signs, entrance signs, projecting signs, and sandwich board signs, sign area includes the face of the structure that the message is affixed to, not including any street number, supports, base, apron, bracing, or other structural members.
- (3) The sign area for double-faced signs is computed as the side of the sign with the largest sign face.

(b) *Measurement of ground sign height.*

- (1) When the ground level at the ground sign's base is higher than the level of the adjoining street pavement, the height of a sign is measured from the ground level at the base to the highest point of the sign or supporting structure.
- (2) When the ground level at the ground sign's base is lower than the level of the adjoining street pavement, the height of a sign is measured from the level of the closest adjoining street pavement to the highest point of the sign or supporting structure.
- (3) The level of the ground may not be altered in such a way to provide additional sign height.

(Ord. No. O2019-04-16, Exh. A(21-30), 5-13-2019)

Sec. 34-71. - Nonconforming signs.

- (a) The city finds that nonconforming signs may adversely affect the public health, safety, and welfare. Such signs may adversely affect the aesthetic character of the city and may adversely affect public safety due to the visual impact of said signs on motorist and the structural characteristics of said signs.
- (b) Any nonconforming sign that is not used or leased for a continuous period of six months may not be reused for sign purposes unless and until it fully conforms with the terms and requirement of this chapter.
- (c) Illegal signs must be removed within 30 days of notice from the city.
- (d) Except as provided for in "E" immediately below, no structural repairs or changes in shape, size, or technology on any nonconforming sign is permitted except to make a nonconforming sign comply with all requirements of this chapter. Routine maintenance and changing of copy is permitted as long as such maintenance or changing of copy does not result in or change the shape, size, or technology. Signs which are structurally unsound or present a hazard to persons or property must be removed within five days upon notification by the city.
- (e) A nonconforming sign structure may not be replaced by another nonconforming sign structure, except that a non-conforming sign may be rebuilt where the original sign structure has been damaged or destroyed by nature or an act of God. No such replacement structure may have a sign area or height greater than the original structure.

(Ord. No. O2019-04-16, Exh. A(21-31), 5-13-2019)

Sec. 34-72. - Illumination.

Illumination of signs must be in accordance with the following requirements.

- (1) *Location restriction.* No internally illuminated sign may be constructed or maintained within 75 feet of any single-family lot property line.
- (2) *Prohibited light sources.* The following light sources are not allowed:
 - (1) Blinking, flashing, and chasing.
 - (2) Bare bulb illumination.
 - (3) Colored lights used in any manner so as to be confused with or construed as traffic control devices.
 - (4) Direct reflected light that creates a hazard to operators of motor vehicles.
- (3) *Brightness.* The light from any illuminated sign must not be of an intensity or brightness that will interfere with the peace, comfort, convenience, and general welfare of residents or occupants of adjacent properties.
- (4) *Internal illumination.*
 - (1) Channel letters may be internally lit or white backlit.
 - (2) For internally illuminated signs on a background, the background must be opaque and a contrasting color.
 - (3) Light emitting diodes (LED)s are allowed as a light source in a manner that the LED is behind acrylic, aluminum or similar sign face and returns in such a manner that the LED module light sources are not visible from the exterior of the sign.
- (5) *External illumination.*
 - (1) Lighting directed toward a sign must be shielded so that it illuminates only the face of the sign and does not shine directly onto public right-of-way, the sky, or adjacent properties.
 - (2) Projecting light fixtures used for externally illuminated signs must be simple and unobtrusive in appearance, and not obscure the sign.
- (6) *Raceways and transformers.*
 - (1) If a raceway is necessary, it must not extend in width or height beyond the area of the sign.
 - (2) A raceway must be finished to match the background wall or canopy, or integrated into the overall design of the sign.
 - (3) Visible transformers are not allowed.

(Ord. No. O2019-04-16, Exh. A(21-32), 5-13-2019)

Sec. 34-73. - Building code.

To the extent that it is not inconsistent with this chapter, the most current published edition of the Standard UCC Building Code and other building and construction codes as adopted and modified by the city and the Georgia Department of Community Affairs are incorporated as a part of this chapter as if fully restated herein for the same purposes stated in section 34-1 and for the same purposes for which the Standard UCC Building Code was promulgated and enacted, which purposes are expressly incorporated herein.

(Ord. No. O2019-04-16, Exh. A(21-33), 5-13-2019)

Sec. 34-74. - Zoning ordinance.

Except as provided elsewhere in this section, to the extent that it is not inconsistent with this chapter, the zoning ordinance, as amended including, but not limited to definitions of terms contained therein is incorporated as a part of this chapter as if fully restated herein for the same purposes stated in section 34-1 and for the same purposes for which the zoning ordinance and any amendments thereto, were adopted, which purposes are expressly incorporated herein. However, to the extent that any regulations governing any zoning overlay district now existing or later enacted conflict with this article, the rules of the zoning overlay district will control.

(Ord. No. O2019-04-16, Exh. A(21-34), 5-13-2019)

Sec. 34-75. - Variances.

- (a) Where a literal application of this article, due to special circumstances, would result in an unusual hardship in an individual case, a variance may be granted by the zoning board of appeals after receiving evidence that the applicant meets all of the following criteria:
 - (1) Exceptional conditions regarding the lot size, shape or topography of the lot where the sign is to be located, which are not applicable to other lands or structures in the area;
 - (2) Granting the variance would not confer on the applicant any significant privileges which are denied to others similarly situated;
 - (3) The exceptional circumstances are not the result of action by the applicant;
 - (4) The requested variance is the minimum variance necessary to allow the applicant to enjoy the rights commonly enjoyed by others similarly situated;
 - (5) Granting of the variance would not violate more than one standard of this chapter; and
 - (6) Granting the variance would not result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic.
- (b) No variance may be granted to increase the aggregate area of signs permitted on a lot.
- (c) No variance may be granted to allow a prohibited sign.

(Ord. No. O2019-04-16, Exh. A(21-35), 5-13-2019)

Sec. 34-76. - Alternative compliance.

- (a) On developments 30 acres or larger, the ~~community development planning and zoning~~ director may approve alternative sign materials when said materials are part the development's overall design program.
- (b) Applicants shall submit evidence of the development's overall design program, which may include, but is not limited to, a master sign plan, architectural pattern book, renderings, or other items conveying the development's character and design to the director's satisfaction.
- (c) Alternative compliance may not be used to:
 - (1) Permit a materials that is specifically prohibited by this chapter, or
 - (2) Permit a sign that is prohibited by section 34-52.

(Ord. No. O2019-04-16, Exh. A(21-36), 5-13-2019)



MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Planning and Zoning Director
CC: Tami Hanlin, City Manager
Date: Sept. 7, 2021
RE: SLUP-21-0003; Personal Care Home at 3710 S Marlborough Drive

Issue:

Personal Care Homes, group (4 – 6 residents) are only allowed in single-family residential zoning districts (RE, R-100, R-85, R-75, R-60) with the approval of a Special Land Use Permit to ensure the operation of the facility will not be a detriment to the character of the residential neighborhood.

Developmental Disabilities purchased the property in August of 2020 and has had 3 unrelated individuals in the home under the definition of family. The City of Tucker definition of family includes the following: “not more than three persons not so related who live together in a dwelling unit.” They now desire to add a fourth resident which triggered the need for a SLUP, as four unrelated people in this scenario would be considered a Personal Care Home.

Recommendation:

Staff recommends approval with conditions.

Planning Commission recommends approval with conditions (Aug. 19, 2021 meeting).

Background:

The applicant is requesting a Special Land Use Permit (SLUP) for the property located at 3710 S. Marlborough Drive to allow for a Personal Care Home (4-6) in the R-75 (Residential Medium Lot – 75) zoning district. The subject property is 0.24 acres and is developed with a one-story, approximately 1,859-square foot single-family detached home.

Summary:

The proposed use complies with the criteria (standards and factors) for special land use permits provided in Section 46-1594 of the City of Tucker Zoning Ordinance. The proposed use also complies with the Supplemental Regulations for Personal Care Homes (Section 46-1185).

Financial Impact: None



Land Use Petition: SLUP-21-0003

Date of Staff Recommendation Preparation: July 20, 2021

Planning Commission: August 19, 2021

Mayor and City Council, 1st Read: September 13, 2021

Mayor and City Council, 2nd Read: October 12th, 2021

PROJECT LOCATION:	3710 S. Marlborough Drive
APPLICATION NUMBER	SLUP-21-0003
DISTRICT/LANDLOT(S):	Land District 18, Land Lot 143
ACREAGE:	0.24 acres
EXISTING ZONING	R-75 (Residential Medium Lot-75)
EXISTING LAND USE	Residential
FUTURE LAND USE MAP DESIGNATION:	Suburban
OVERLAY DISTRICT:	N/A
APPLICANT:	Developmental Disabilities Ministries, Inc. c/o Sylvia Crowe
OWNER:	Developmental Disabilities Ministries, Inc.
PROPOSED DEVELOPMENT:	Special Land Use Permit to allow a Personal Care Home, Group (4-6) in a residential zoning district
STAFF RECOMMENDATION:	APPROVAL WITH CONDITIONS of SLUP-21-0003

BACKGROUND

The applicant is requesting a Special Land Use Permit (SLUP) for the property located at 3710 S. Marlborough Drive to allow for a Personal Care Home (4-6) in the R-75 (Residential Medium Lot – 75) zoning district. The subject property is 0.24 acres and is developed with a one-story, approximately 1,859-square foot single-family detached home.

PROJECT DATA

Personal Care Homes, group (4 – 6 residents) are only allowed in single-family residential zoning districts (RE, R-100, R-85, R-75, R-60) with the approval of a Special Land Use Permit to ensure the operation of the facility will not be a detriment to the character of the residential neighborhood. The proposed Personal Care Home will be located in an existing single-family house and must maintain the exterior appearance of a residential structure. Pursuant to Section 46-1185, supplemental regulations for Personal Care Homes, the proposed business shall comply with all applicable state Personal Care Home requirements including obtaining all licenses and permits required by the State of Georgia and displaying its state-issued licenses and permits in plain view, visible from the front doorway of the facility. Each group personal care home must provide at least four parking spaces within a driveway, garage or carport. No group personal care homes may be operated within 1,000 feet of any other group personal care home.

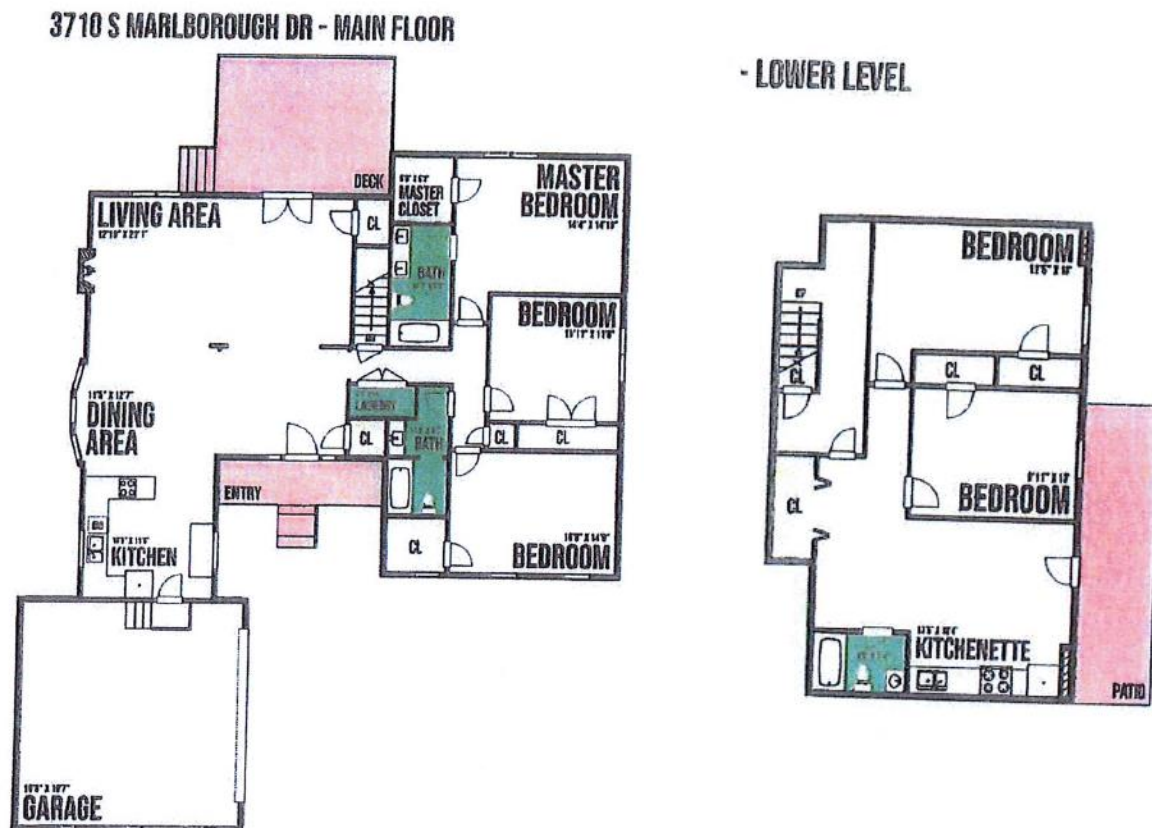
The City of Tucker defines a Personal care home as:

“a building in which housing, meals, personal assistance services, and 24-hour continuous watchful oversight for adults are provided and which facility is licensed or permitted as a personal care home by the state. The term "personal care home" shall not include the term "childcare institution," "transitional housing," "rehabilitation housing facility," "roominghouse" or "boardinghouse." The term "personal care home" includes the term "community living arrangement," which is an establishment licensed by the state and providing a residence for adults receiving care for mental health, development disabilities, and/or addictive diseases.”



The application states the intent is to allow the owners of the property to operate a Personal Care Home (PCH) licensed by the State of Georgia, Department of Community Health (DCH) as a Community Living Arrangement (CLA) that provides or “arranges for the provision of daily services, supports, care, or treatment exclusively for two or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the Department of Behavioral Health and Developmental Disabilities (DBHDD)”. The application further states that the intent is to provide a living arrangement for 4 unrelated people with an intellectual and developmental delay, such as Down Syndrome or Autism, to live together in the home under a rental agreement.

Developmental Disabilities purchased the property in August of 2020 and has had 3 unrelated individuals in the home under the definition of family. The City of Tucker definition of family includes the following: “not more than three persons not so related who live together in a dwelling unit.” The request for the addition of a fourth resident triggered the need for a SLUP, as four unrelated people in this scenario would be considered a Personal Care Home.



Per the interior layout submitted by the applicant, the floor plan shows 5 bedrooms (one of which is the master bedroom), 3 bathrooms, a living room, a kitchen on the main floor and a kitchenette on the lower level, and a separate dining room. The Department of Behavioral Health and Developmental Disabilities (DBHDD) allows a maximum of 4 people for any Community Living Arrangements (CLA). DBHDD only

allows one resident per bedroom for Community Living Arrangements. Additionally, the applicant is not proposing any exterior renovations or modifications to the site. It should be noted, however, that if any of this work is needed in the future, a building permit for renovations would likely be required. The applicant would also be required to submit a trade permit if they replace the water heater, electrical service upgrade or change out, replacing relocating panel box, installation of a new irrigation system, electrical re-wire, addition of circuits, or adding switches or receptacles, replacement of light fixtures requiring electrical work, replacement of main breaker or air conditioner change out.

The existing dwelling, an approximately 1,859-square foot, is a single-family detached home, with a two-car garage that was constructed in 1984. The submitted site plan depicts room for four vehicles-two cars in the garage and two additional spots located in the driveway. Employees and guests would be encouraged to park in the driveway when possible to limit the impact on the neighboring residences.

OVERVIEW OF JUSTICE DEPARTMENT AGREEMENT WITH STATE OF GEORGIA

On May 18, 2016, the United States Justice Department (“DOJ”) announced an extension agreement with the state of Georgia to improve the quality and availability of services for people with developmental disabilities living in the community. According to the DOJ, *“the extension agreement builds upon a 2010 settlement agreement resolving a lawsuit brought by the department under the Americans with Disabilities Act and the Supreme Court’s ‘Olmstead’ decision. The case involves Georgia’s provision of community services for individuals with mental illness and developmental disabilities.”* Under the agreement, Georgia will help people with developmental disabilities move from its state hospitals to integrated settings and will monitor services and track outcomes for people after their discharge. This includes monthly visits by the state of Georgia to each Community Living Arrangement.

USE ANALYSIS AND DEVELOPMENT PERMISSIONS

The subject property is located in the R-75 (Residential Medium Lot – 75) zoning district. The purpose and intent section of the R-75 zoning district (Sec. 46-224) indicates in part that the R-75 zoning district is established to “ensure that the uses and structures authorized in the R-75 (Residential Medium Lot–75) district are those uses and structures designed to serve the housing, recreational, educational, religious, and social needs of the neighborhood”. The R-75 zoning district allows for “Personal Care Homes” only as a special use (Table 4.1. Use Table). The intent of the City of Tucker Zoning Ordinance is that the proposed uses be determined on a case-by-case basis to ensure compatibility with the surrounding area including maintaining the residential character of the immediate area. In the City of Tucker all Personal Care Homes, group (4-6) require a SLUP and must meet supplemental use regulations in Article 4.

CHARACTER AREA (Future Land Use)

The subject property is designated Suburban on the Future Land Use Map. The proposal is consistent with the intent of the Suburban Character Area strategy to be compatible with the existing housing stock. The Personal Care Home will be required to maintain an exterior appearance of a single-family home and there will be no signs located on the subject property advertising the Personal Care Home. Additionally, the applicant is not proposing any interior or exterior renovations to the house, thus; the

dwelling will remain compatible with the existing housing stock in terms of building height, footprint and massing, particularly as viewed from the street.

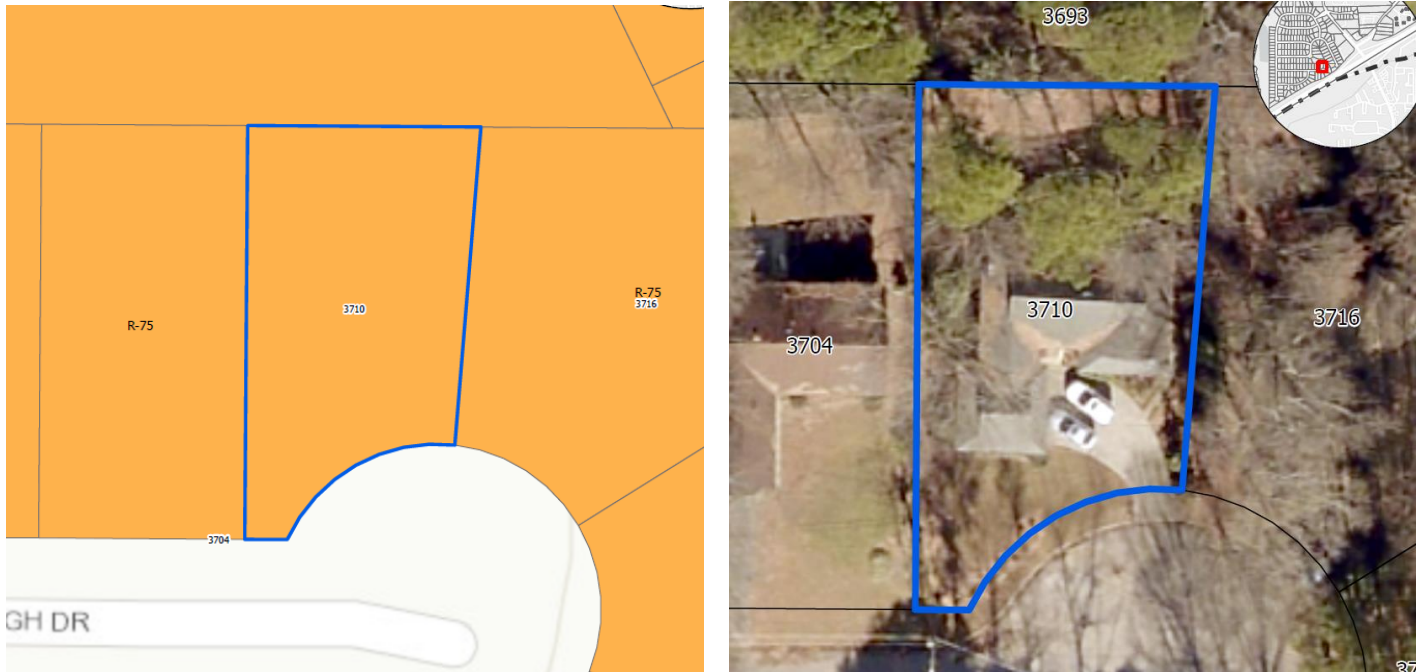
The introduction of a Personal Care Home is not entirely consistent with the intent of the Suburban Character Area and does not align with preservation of existing neighborhoods because it creates a use that could institutionalize the area. The Zoning Ordinance does however, define institutionalization as two (2) Personal Care Homes within 1,000 feet of each other. The closest existing Personal Care Home is approximately 2,600 feet away, on Zemory Drive.

PUBLIC PARTICIPATION PLAN REPORT

The applicant hosted a two-hour long community meeting on May 1, 2021 after mailing a letter and site plan explaining the proposed project to all property owners within 500 feet of the subject parcel. There were 13 people in attendance including the applicant, staff, and two community members. The applicant's report stated the format was a drop-in type meeting and that staff members and Board Members were in attendance to help answer questions. The applicant stated there were no issues, concerns or questions raised by the community members at the meeting. Although it does not appear that any changes were made to the site plan as a result of the Public Participation Meeting, it should be noted that the applicant has proposed no interior or exterior renovations to the property.

NEARBY/SURROUNDING LAND ANALYSIS

Adjacent & Surrounding Properties	Zoning (Petition Number)	Existing Land Use
Adjacent: North	R-75 (Residential Medium Lot – 75)	Single-family home
Adjacent: East	R-75 (Residential Medium Lot – 75)	Single-family home
Adjacent: South	R-75 (Residential Medium Lot – 75)	Single-family home
Adjacent: West	R-75 (Residential Medium Lot – 75)	Single-family home



Zoning and Aerial Exhibits showing surrounding land uses.

SLUP-21-0003: Personal Care Home, Group (4-6)

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 0.24 acres. The lot is developed with an 1,859-square foot, single-family detached dwelling within a neighborhood of similarly sized homes. The applicant is not proposing to expand the existing structure's footprint and the property meets the dimensional standards for lot coverage, off street parking, and other applicable requirements of the R-75 zoning district. The site appears to be adequate for the proposed use including the existing dwelling, 2-car garage, and driveway parking spaces. Additionally, the backyard is fenced.

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

The proposed Personal Care Home is in a traditional suburban neighborhood, completely surrounded by single-family homes. The proposed Personal Care Home is located on a local street in a quiet

residential setting in the Edinburgh Estates subdivision. Care should be taken to protect the established neighborhood from impacts of institutionalization such as: future Personal Care homes, daycares, and home-based businesses with customer contact. It should also be noted that a Personal Care Home could have a greater impact on an established, traditional residential subdivision, compared to a non-traditional neighborhood, such as a residential home located on a minor arterial street.

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 full review as part of the Occupational Tax Certificate (OTC) process, if the SLUP is approved. The Department of Watershed Management did however have the following comment: "This location will need additional sewer capacity allotment, based on the number of residents they have. The single-family home has a credit of 185 gpd, and each bed in a personal care home will need 120 gpd allotted."

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.

The traffic impacts as a result of the proposed Personal Care Home will be minimal. The applicant has stated a single, unmarked, handicapped accessible van would remain parked in the garage or driveway and would be used as transportation to and from community outings. Additionally, the application states "typically one staff member would be on site and that there could be three times per day that staff would change shifts; between 7am-8am, between 3pm-4pm, and between 9pm-10pm." Additionally, an agency contracted by DBHDD will visit the home once a month to audit for compliance.

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.

Existing land uses would not be adversely affected in terms of the character of the vehicles or the volume of traffic generated by the proposed use. The applicant has stated one unmarked handicapped accessible van would be parked in the driveway or garage. There would be a slight impact, but would be minimal compared to other single-family homes.

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 applicant is proposing no modifications to the interior or exterior of the home. The property is located in a cul-de-sac, which would provide adequate access for emergency services vehicles and the DeKalb County Fire Department expressed no concerns regarding access for emergency vehicles. If approved, the applicant shall be required to submit a life safety plan to the DeKalb County Fire Department including location of fire alarms/smoke detectors, ramps, location of kitchen stove, inside/outside stairs, and location of furnace and hot water.

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 development will not generate excessive noise, nor will it emit smoke, odor, dust or vibration.

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 single family detached homes zoned R-75 (Residential Medium Lot – 75) on all sides. According to the applicant, staffing needs would be the same for 4 residents as they are for 3. The staff members will work in shifts, with shift changes occurring around 7am, 3pm, and 9pm, which would be similar to single-family residences.

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.

The hours of operation will be 24 hours a day, however, shift changes will happen between the hours of 7am-8am, 3pm-4pm, and 9pm-10pm, which is similar to the commuting hours of residential neighborhoods. The occupants will not be drivers, so there should be minimal traffic impacts compared to a typical single-family home. The applicant has stated the residence shall appear as a single-family home and no signage will be erected for the PCH. If developed in accordance with the staff recommended conditions, nearby single-family homes should not be adversely affected by the manner or operation of the PCH.

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.

If approved by SLUP, the proposed Personal Care Home will comply with the R-75 zoning district. The proposed PCH will be located in an existing single-family house and must maintain the exterior appearance as a residential structure

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

The subject property is designated Suburban on the Future Land Use Map. While the proposed use is consistent with the intent of the adopted comprehensive plan, care must be taken to preserve existing neighborhoods from institutionalization. The introduction of a Personal Care Home does not align with preservation of existing neighborhoods because it could institutionalize the area. However,

the zoning ordinance defines institutionalization as two Personal Care Homes within 1,000 feet of each other. In research of other nearby and surrounding Personal Care Homes, it appears as though the closest Personal Care Home is located approximately 2,600 feet away.

- 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 are no transitional buffer requirements on this parcel.

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

The proposed use should not generate excessive refuse and the applicant has stated that they will be serviced by DeKalb County sanitation.

- 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 proposed Personal Care Home **is in compliance with the supplemental regulations for Personal Care Homes (4-6)** [Sec. 46-1185. - Personal care homes].

Sec. 46-1185. - Personal care homes

(a) Personal care homes, general requirements.

- (1) Each personal care home must obtain all licenses and/or permits required by the state in order to operate. Each personal care home licensed and/or permitted by the state must display its**

state-issued licenses and/or permits in plain view, visible from the front doorway of the facility.

The applicant's letter of intent states that they will comply with all required state and county requirements for Personal Care Homes and that the state-issued license and/or permit will be displayed at the front doorway once obtained.

- (2) No personal care home may display any exterior signage that violates the sign ordinance in chapter 34 or the sign provisions in the zoning regulations for the underlying zoning district where the personal care home is located.**

The applicant has stated they will be in compliance and are not proposing to post any signs.

- (3) Personal care homes may apply for an FHA Accommodation Variance as provided for in section 46-1639.**

The application has stated there is no need for an FHA Accommodation Variance.

(b) Personal care home, group (four to six persons).

- (1) Two copies of complete architectural plans for the subject group personal care home, signed or sealed by a registered architect, shall be submitted to the community development director prior to issuance of a building permit or business license.**

No changes to the interior of the home are being requested, however a floorplan was submitted with the application. Additionally, the applicant is aware that 2 copies of architectural plans signed and sealed by a registered architect will be required prior to issuance of a building permit or occupational tax certificate.

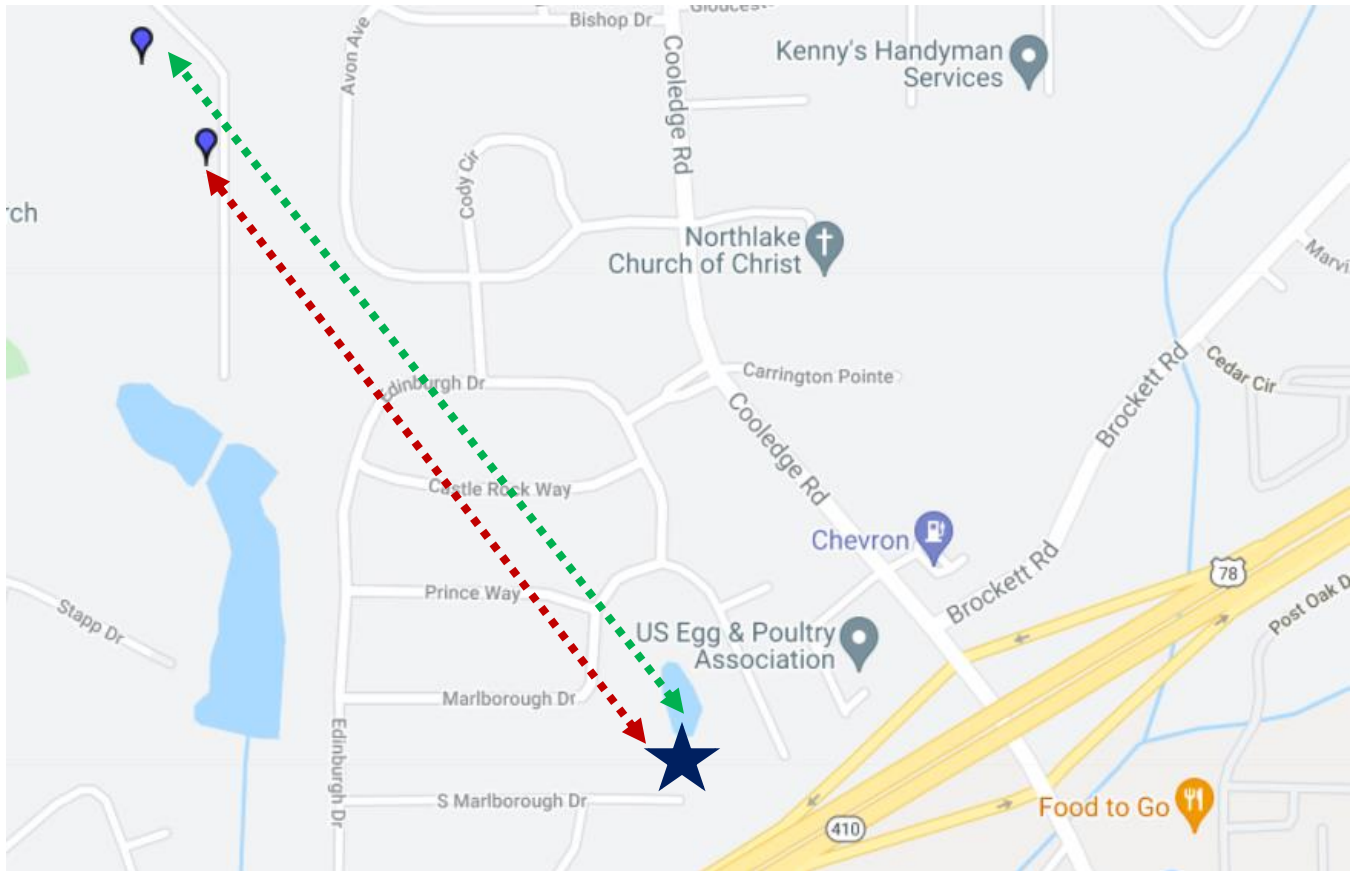
- (2) Each group personal care home must provide at least four parking spaces within a driveway, garage or carport and must comply with any applicable requirements in article VI of this chapter.**

The site plan provides four parking spaces, two of which will be located in the 2-car garage. Additional spaces are available within the driveway.

- (3) In order to prevent institutionalizing residential neighborhoods, no group personal care home located in the "...R-85..." zoning district may be operated within 1,000 feet of any other group personal care home. The 1,000-foot distance requirement is measured by a straight line which is the shortest distance (i.e., "as the crow flies") between the property lines of the two tracts of land on which the group personal care homes are located.**

There is another Personal Care Home (Tucker PCH) located approximately 2,600 feet northwest of the proposed PCH at 1660 Zemory Drive. The State of Georgia Department of Community Health Lists Tucker PCH, located at 1660 Zemory Drive, as having a licensed capacity of 4 (shown in red below). This PCH received a SLUP from DeKalb County in 2015.

The State of Georgia Department of Community Health lists another Personal Care Home located approximately 3,100 feet northwest of the subject property at 1708 Zemory Drive. It is listed under the name Zemory and is licensed for 3 residents. (shown in green below). It is operating under the definition of family.



4310

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 or height of the building.

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

The supplemental regulations pertaining to Personal Care Homes (4-6) require that PCHs shall be located at a minimum of 1,000 feet from another PCH. There are no other PCHs located within 1,000 feet of the proposed location. However, there is another Personal Care Home, registered with the State of Georgia Health Department, approximately 2,600 feet from the proposed location (1660 Zemory Drive). This proposed use would not result in a disproportionate proliferation of uses if approved, as explicitly stated in the supplemental regulations (Section 46-1185).

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.

Suburban Character Area. The proposal is consistent with the intent with the Suburban Character Area strategy to be compatible with the existing housing stock. The applicant is not proposing any interior or exterior renovations to the house and will remain compatible with the existing housing stock in terms of building height, footprint and massing, particularly as viewed from the street. The proposed use is not entirely consistent with the intent of the Suburban Character Area by introducing an institutional-like use in an established residential neighborhood; however, with proposed conditions to preserve the suburban character of the residential neighborhood the proposal may be consistent.

CONCLUSION

The proposed use complies with the criteria (standards and factors) for special land use permits provided in Section 46-1594 of the City of Tucker Zoning Ordinance. The proposed use also complies with the Supplemental Regulations for Personal Care Homes (Section 46-1185).

Therefore, Staff recommends **APPROVAL WITH CONDITIONS** of the requested special land use permit.

Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **APPROVAL WITH CONDITIONS** of Land Use Petition **SLUP-21-0003**.

1. The proposed use shall be limited to a group personal care home (community living arrangement), with no more than 4 residents.
2. The Personal Care Home shall comply with all applicable state Personal Care Home requirements including obtaining all licenses and permits required by the State of Georgia and displaying its state-issued licenses and permits in plain view, visible from the front doorway of the facility.
3. At all times, the applicant shall be in compliance with the State of Georgia, Rules and Regulations for Community Living Arrangements, Chapter 290-9-37, as amended.
4. The applicant shall submit a Life Safety Plan to the DeKalb County Fire Rescue Department, within 30 days of approval.
5. The Personal Care Home shall maintain an exterior appearance of a single-family home.
6. There shall be no signs located on the subject property advertising the Personal Care Home.
7. The Special Land Use Permit shall not be transferred to another business.

PLANNING COMMISSION RECOMMENDATION

Based upon the findings and conclusions herein, at its August 19, 2021 public hearing, the Planning Commission recommends **APPROVAL WITH CONDITIONS** of **SLUP-21-0003** subject to the following staff condition: (additions = **bold**; deletions = ~~striketrough~~).

1. The proposed use shall be limited to a group personal care home (community living arrangement), with no more than 4 residents.
2. The Personal Care Home shall comply with all applicable state Personal Care Home requirements including obtaining all licenses and permits required by the State of Georgia and displaying its state-issued licenses and permits in plain view, visible from the front doorway of the facility.
3. At all times, the applicant shall be in compliance with the State of Georgia, Rules and Regulations for Community Living Arrangements, Chapter 290-9-37, as amended.
4. The applicant shall submit a Life Safety Plan to the DeKalb County Fire Rescue Department, within 30 days of approval.
5. The Personal Care Home shall maintain an exterior appearance of a single-family home.
6. There shall be no signs located on the subject property advertising the Personal Care Home.
7. The Special Land Use Permit shall not be transferred to another business.

DEPARTMENT COMMENTS

ARBORIST

No new development occurring on the site.

DEKALB COUNTY DEPARTMENT OF WATERSHED MANAGEMENT

This location will need additional sewer capacity allotment, based on the number of residents they have. The single-family home has a credit of 185 gpd, and each bed in a personal care home will need 120 gpd allotted

DEKALB COUNTY FIRE MARSHAL OFFICE

The SLUP would be conditionally approved by Fire, pending there is 24 hr. care provided by the applicant, since the residents may not meet the terms for "self- preservation".

DEKALB COUNTY SCHOOL SYSTEM

Not applicable; no comments.

LAND DEVELOPMENT

No comments.

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**AN ORDINANCE FOR SPECIAL LAND USE PERMIT (SLUP-21-0003) IN
LAND LOT 143 OF THE 18th DISTRICT TO ALLOW A PERSONAL CARE HOME,
GROUP (4-6) IN A RESIDENTIAL ZONING DISTRICT FOR DEVELOPMENTAL
DISABILITIES MINISTRIES INC**

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 September 13, 2021 and October 12, 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 October 12, 2021 hereby ordains and approves Special Land Use Permit (SLUP 21-0003) to allow for a personal care home, group (4-6) in a residential zoning district 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 proposed use shall be limited to a group personal care home (community living arrangement), with no more than 4 residents.
2. The Personal Care Home shall comply with all applicable state Personal Care Home requirements including obtaining all licenses and permits required by the State of Georgia and displaying its state-issued licenses and permits in plain view, visible from the front doorway of the facility.
3. At all times, the applicant shall be in compliance with the State of Georgia, Rules and Regulations for Community Living Arrangements, Chapter 290-9-37, as amended.
4. The applicant shall submit a Life Safety Plan to the DeKalb County Fire Rescue Department, within 30 days of approval.
5. The Personal Care Home shall maintain an exterior appearance of a single-family home.
6. There shall be no signs located on the subject property advertising the Personal Care Home.

7. The Special Land Use Permit shall not be transferred to another business.

So effective this 12th day of October 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-21-0003

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

APPLICANT INFORMATION		
Applicant is the: <input checked="" type="checkbox"/> Property Owner <input type="checkbox"/> Owner's Agent <input type="checkbox"/> Contract Purchaser		
Name: Developmental Disabilities Ministries, Inc		
Address: 3710 S. Marlborough Drive		
City: Tucker	State: GA	Zip: 30084
Contact Name: Sylvia Clowe		
Phone: 706 2078703	Email: scrowe@ddmga.org	
OWNER INFORMATION		
Name: Developmental Disabilities Ministries, Inc		
Address: 6320 Amherst Court		
City: Peachtree Corners	State: GA	Zip: 30092
Contact Name: Ryan Whitmire		
Phone: 770-623-4899	Email: rwhitmire@ddmga.org	
PROPERTY INFORMATION		
Property Address: 3710 S. Marlborough Drive, Tucker, GA 30084		
Present Zoning District(s):		Requested Zoning District(s):
Present Land Use Category: Residential		Requested Land Use Category: Residential
Land District: 18	Land Lot(s): 143	Acreage: 0.2 acres
Proposed Development: Existing		
Concurrent Variance(s):		
RESIDENTIAL DEVELOPMENT		
No. of Lots/Dwelling Units: 1	Dwelling Unit Size (Sq. Ft.): 2700	Density:
NON-RESIDENTIAL DEVELOPMENT		
No. of Buildings/Lots: NA	Total Building Sq. Ft.:	Density:

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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.

Ryan E Whitmire
Signature of Applicant

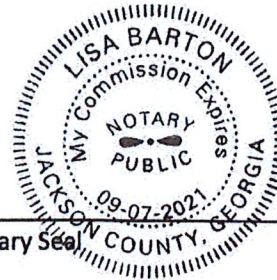
11/10/2020
Date

Ryan E Whitmire/CEO
Type or Print Name and Title

Lisa Barton
Signature of Notary Public

11/10/2020
Date

Notary Seal



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Slup-21-0003

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, DDM, authorize, Sylvia Crowe
(Property Owner) (Applicant)

to file for SLUP at 3710 S. Marlborough Dr. Tucker, GA 30084
(RZ, CA, SLUP, M, CV) (Address)

on this date NOV 10, 20 20
(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.

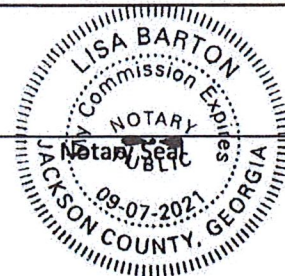
Ryan E Whitmire
Signature of Property Owner

11/10/2020
Date

Ryan E Whitmire / CEO
Type or Print Name and Title

Lisa Barton
Signature of Notary Public

11/10/2020
Date



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Slup-21-0003

DISCLOSURE REPORT FORM

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

CIRCLE ONE:

YES (if YES, complete points 1 through 4);

NO (if NO, complete only point 4)

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

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

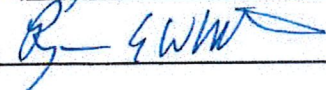
1. _____	5. _____
2. _____	6. _____
3. _____	7. _____
4. _____	8. _____

3. CAMPAIGN CONTRIBUTIONS:

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

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

Name (print) Ryan E Whitmore

Signature: 

Date: 11/10/2020

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Environmental Site Analysis Form

Analyze the impact of the proposed rezoning and provide a written point-by-point response to Points 1 through 3:

1. Conformance with the Comprehensive Plan:

Developmental Disabilities Ministries, Inc. (DDM) owns 3710 S. Marlborough Drive, Tucker, Georgia 30084 located in the City of Tucker (Parcel ID 18 143 01 127). DDM is requesting a special land use permit from the City of Tucker, Georgia for the home at 3710 S. Marlborough Drive, Tucker Georgia 30084 (zoned residential). The home is located on a street with 27 other homes. The City of Tucker currently allows for 3 unrelated individuals to live in a home together. DDM is requesting an allowance for 4 unrelated individuals with an intellectual and developmental disability (for example, Down Syndrome, Autism) to live together in the home under a rental agreement with DDM. The Department of Behavioral Health and Developmental Disabilities (DBHDD) administers the Medicaid Wavier monies that will support the individuals to live in the community along with their social security disability monthly income. DBHDD requires the home to be licensed by the Department of Community Health (DCH). The home will be licensed by DCH as a Community Living Arrangement (CLA). Community Living Arrangements (CLA) means any residence, whether operated for profit or not, that undertakes through its ownership or management to provide or arrange for the provision of daily personal services, supports, care, or treatment exclusively for two or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the DBHDD. State Rules and Regulations for Community Living Arrangements can be found in detail at this website.

https://dch.georgia.gov/sites/dch.georgia.gov/files/imported/vgn/images/portal/cit_1210/44/152311939CLARULES0209.pdf

DBHDD will oversee the care of the resident renters in accordance with federal and state laws, and regulations. A business license will be obtained from the City of Tucker.

The provision of care will be provided through DDM, a nonprofit, charitable corporation serving adults with developmental disabilities and their families. DDM is a licensed private home care provider by DCH and is an approved provider of care with DBHDD. Licenses attached to the application. DDM is also a CARF accredited agency. CARF is an organization that benchmarks quality of care internationally. Certificate attached to the application.

Staff will be in the home 24/7 (whenever the residents are there) to assist the individuals to live in the community with supports. Supports include assistance with activities of daily living (i.e., bathing, grooming, toileting, meal preparation, transportation, laundry, housekeeping, ambulation) and care as ordered by a physician (examples include but not limited to administration of medications, monitoring of vital signs, monitoring of respiratory and GI symptoms). All residents have been determined appropriate to live in the community with supports by DBHDD.

Care provided in the home will meet the federal mandate under the Americans with Disabilities Acts of 1990 and Olmstead and complies with the rules and regulations under the Centers for Medicare/Medicaid Home and Community Based Services (HCBS) settings rate. The residents will not have drug or alcohol addictions.

Renovations within the home have been completed to meet ADA compliance standards so that individuals with physical handicaps will have access to all parts of the home.

City of Tucker has a major theme in its comprehensive plan: Promoting Connectivity and Community. Quoted from the City of Tucker Comprehensive Plan.

2. Environmental Impacts of the Proposed Project:

- a) Wetlands
 - There are no wetlands on the property.
- b) Floodplain
 - The property is not located in a floodplain.
- c) Streams/stream buffers
 - There are no streams or stream buffers on the property.
- d) Slopes exceeding 25 percent over a 10-foot rise in elevation.
 - The property does not have a slope exceeding 25% over a 10-foot rise in elevation.
- e) Vegetation
 - Vegetation on the property is consistent with other homes on the street.
- f) Wildlife Species (including fish)
 - There is no pond or lake on or near the property. There is no wildlife on the property.
- g) Archeological/Historical Sites
 - This property is not listed as an archeological/historical site.

3. Project Implementation Measures:

- a) NOT APPLICABLE
- b) NOT APPLICABLE
- c) The home having 4 individuals living in it will not negatively impact the existing infrastructure of the City of Tucker.
- d) NOT APPLICABLE
- e) NOT APPLICABLE
- f) The home is an existing structure. We are not changing the structure of the home.
- g) The home will not create any noise or lighting issues and is used for residential purposes for the 4 individuals.
- h) NOT APPLICABLE
- i) NOT APPLICABLE

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SLUP-21-0003



U.S. Fish and Wildlife Service

National Wetlands Inventory

Wetlands

3710 S. Marlborough Dr.
Tucker, GA 30084



April 1, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The U.S. Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

City of Tucker

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National Wetlands Inventory (NWI)

Community Development
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SLUP-21-0003

Analysis of Standards/Criteria

Section 46-1560 Zoning Map Amendment Criteria—City of Tucker Zoning Ordinance lists standards and factors that are found to be relevant for evaluating applications for amendments to the comprehensive plan map and the Official Zoning map. **This is not applicable because we are not requesting a change to the zoning of the home.**

Section Sec. 46-1559 Comprehensive Plan Map Amendment Criteria—City of Tucker Zoning Ordinance lists standards and factors that are found to be relevant for evaluating applications for amendments to the comprehensive plan map and shall govern the review of all proposed amendments to the comprehensive plan map. **This is not applicable because DDM is not requesting a change to the comprehensive plan map.**

Section 46-1594 and 46-1595 Special land use permit—criteria to be considered. The following criteria shall be considered by the community development 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 may 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:

Developmental Disabilities Ministries, Inc. (DDM) owns 3710 S. Marlborough Drive, Tucker, Georgia 30084 located in the City of Tucker (Parcel ID 18 143 01 127). DDM is requesting a special land use permit from the City of Tucker, Georgia for the home at 3710 S. Marlborough Drive, Tucker Georgia 30084 (zoned residential). The home is located on a street with 27 other homes. The City of Tucker currently allows for 3 unrelated individuals to live in a home together. DDM is requesting an allowance for 4 unrelated individuals with an intellectual and developmental disability (for example, Down Syndrome, Autism) to live together in the home under a rental agreement with DDM. The Department of Behavioral Health and Developmental Disabilities (DBHDD) administers the Medicaid Wavier monies that will support the individuals to live in the community along with their social security disability monthly income. DBHDD requires the home to be licensed by the Department of Community Health (DCH). The home will be licensed by DCH as a Community Living Arrangement (CLA). Community Living Arrangements (CLA) means any residence, whether operated for profit or not, that undertakes through its ownership or management to provide or arrange for the provision of daily personal services, supports, care, or treatment exclusively for two or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the DBHDD. State Rules and Regulations for Community Living Arrangements can be found in detail at this website.

https://dch.georgia.gov/sites/dch.georgia.gov/files/imported/vgn/images/portal/cit_1210/44/152311939CLARULES0209.pdf

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Staff will be in the home 24/7 (whenever the residents are there) to assist the individuals to live in the community with supports. Supports include assistance with activities of daily living (i.e., bathing, grooming, toileting, meal preparation, transportation, laundry, housekeeping, ambulation) and care as ordered by a

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physician (examples include but not limited to administration of medications, monitoring of vital signs, monitoring of respiratory and GI symptoms). All residents have been determined appropriate to live in the community with supports by DBHDD.

Care provided in the home will meet the federal mandate under the Americans with Disabilities Acts of 1990 and Olmstead and complies with the rules and regulations under the Centers for Medicare/Medicaid Home and Community Based Services (HCBS) settings rate. The residents will not have drug or alcohol addictions.

Renovations within the home have been completed to meet ADA compliance standards so that individuals with physical handicaps will have access to all parts of the home.

City of Tucker has a major theme in its comprehensive plan: Promoting Connectivity and Community. Quoted from the City of Tucker Comprehensive Plan.

Sec. 46-1594—Special Land Use Permit; criteria to be considered:

(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 residential home (1,859 square feet) has 4 bedrooms, and each individual would have their own room. There are 3 bathrooms for the residents. The lot size is 0.2 acres. The interior of the home meets ADA standards for any individual that needs physical accommodations.

The home has a 2-car garage and space for 3 additional cars in the concrete paved driveway. Off street parking, is not needed to accommodate the residents and caregivers. We are not requesting rezoning. There is a front yard and back yard with a deck for the individuals to enjoy. The back yard is fenced in.

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

The home is a single family home zoned residential and located in a neighborhood that allows the property to be rented. The residents will be renting the home from the owner (DDM). The provision of their care requires the home to be licensed for their protection. There are currently other licensed CLA's in the city of Tucker but none within a 0.5-mile radius of 3710 S. Marlborough Drive that could be found.

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

The 4 residents will enjoy use of the public parks and facilities in the same capacity as 3 residents. The water and sewer are Dekalb County, Infinite Energy provides gas, and Georgia Power provides the electricity. Garbage pickup is Dekalb County. No generated medical waste is anticipated. If this changes in the future, Stericycle will be the contracted agency to handle any biohazard material via DDM.

(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.

Typically, 1 staff will be on site. There could be 3 times per day that staff will change shifts: 1) between 7am to 8am, 2) between 3pm to 4pm, and 3) between 9pm to 10pm. The street traffic in both directions can accommodate this staffing time change. Resident's families will visit also when they wish to see their loved ones.

Monthly, an outside agency that is contracted through DBHDD will visit the home to audit for compliance with all federal, state, and local rules and regulations.

(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 per Article 7.

One unmarked handicapped accessible van will be in the driveway or garage. This van will be used to accommodate individuals that could be wheelchair bound that need transportation to and from community outings. No labels or signage will be on the van. There will be NO sign erected that identifies this residence as a licensed home. It will continue to look like any other home in the neighborhood.

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

The ingress and egress on S. Marlborough Drive can be accessed from Bonnie Glen Lane or Edinburgh Drive. Fire and emergency vehicles can easily enter and exit because S. Marlborough Drive is a 2-way street.

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

None. No adverse impact from noise, smoke, odor, dust, or vibration is expected to be generated by elderly residents or staff of the PCH.

(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.

Care of the individuals living in the home will have staff 24/7 available to assist them with toileting, bathing, grooming, ambulation, meal preparation, laundry, and housekeeping.

(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.

We do not anticipate any adverse impacts on any adjoining land use since the same activities that we will be assisting the residents with is the same as the activities that other homeowners can do for themselves.

(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 home is zoned residential. DDM is not seeking a different zoning classification.

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

Yes. The proposed use is consistent with the policies of the comprehensive plan.

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

No buffer zones apply.

(13) Whether or not there is adequate provision of refuse and service area.

Dekalb County waste management will pick up the household garbage just like the other homes in the neighborhood.

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

The length of time for which the Special land use permit is granted should not be limited in duration as the residents would like the right to rent the home as long as they are happy to live in it.

(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 lot size is in line with other lot sizes in the neighborhood. We are not requesting to change the size of the home or lot. Attached to this application is a map detailing all adjacent lots and their sizes.

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

The proposed use will not adversely affect any historic buildings, site, districts, or archaeological resources.

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

The proposed use satisfies the requirements contained within the supplemental regulations for such SLUP.

(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 SLUP permit allowing rental of the home to 4 unrelated residents with intellectual and developmental disabilities will not create a negative impact on any other adjoining lot or building as a result of the building height because we are not changing the building height.

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

I do not believe that renting to 4 unrelated individuals with intellectual and developmental disabilities will cause a disproportionate proliferation of similar rental homes in the area. Our google search for other licensed community living arrangements yielded no one within a 0.5-mile radius.

(20) Whether the proposed use would be considered 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.

Having a home that provides care to individuals with intellectual and developmental disabilities (IDD) is in line with the comprehensive plan for the City of Tucker. The plan seeks to provide quality residential opportunities for all the City of Tucker's residents. Many aging parents of children with IDD are seeking quality care in their community for their loved ones. Tucker is a diverse city that seeks to create a sense of community for all

individuals. This home will provide for community inclusion in a safe neighbor that supports and embraces diversity.

Additional criteria for specified uses.

In addition to the criteria contained above, for which each applicant for a special land use permit is required to provide information, the following additional criteria shall apply to specific uses as specified below. No application for a special land use permit for the uses specified below shall be granted by the mayor and city council unless it is determined that, in addition to meeting the requirements contained within the zoning district in which such property is located and the criteria contained in the section above, and complying with applicable regulations in Article 4, satisfactory provisions and arrangements have been made concerning each of the following criteria:

A. Telecommunications towers and antennas: In determining whether to authorize a special land use permit for a telecommunication tower or antenna, the mayor and city council shall comply with and apply the requirements of section 4.2.57. *NOT APPLICABLE*

B. Mine, mining operation, gravel pit, quarry, or sand pit: In determining whether to authorize a special land use permit for a mine, mining operation, gravel pit, quarry, or sand pit, the may and city council shall also consider each of the following criteria: *NOT APPLICABLE*

C. Child day care facility: In determining whether to authorize a special land use permit for a child day care facility, the mayor and city council shall also consider each of the following criteria: *NOT APPLICABLE*

D. Biomedical waste disposal facilities, disposal facilities, landfills, solid waste disposal facilities, solid waste landfills, private industry solid waste disposal facilities, solid waste handling facilities, solid waste thermal treatment technology facilities, and disposal facilities for hazardous and/or toxic materials including radioactive materials: *NOT APPLICABLE*

Applications for variances; and criteria to be used by the zoning board of appeals in deciding applications for variances. *NOT APPLICABLE*

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SLUP-21-0003

Supplemental Criteria Addressed

Sec. 46-1185.-Personal care homes and child caring institutions.

- a) Personal care homes, general requirements.
1. Each personal care home must obtain all licenses and/or permits required by the state in order to operate. Each personal care home licensed and/or permitted by the state must display its state-issued licenses and/or permits in plain view, visible from the front doorway of the facility. **The state-issued license and/or permit will be displayed at the front doorway once obtained.**
 2. No personal care home may display any exterior signage that violates the sign ordinance in chapter 34 or the sign provisions in the zoning regulations for the underlying zoning district where the personal care home is located. **There will be no signs erected on the property for any reason.**
 3. Personal care homes may apply for an FHA Accommodation Variance as provided for in section 46-1639. **There is no need for an FHA Accommodation Variance and will not be requested.**
- b) Personal care home, group (four to six persons).
1. Two copies of completed architectural plans for the subject group care home, signed or sealed by a registered architect, shall be submitted to the community development director prior to issuance of a building permit or business license. **No changes to the interior of the home are being requested.**
 2. Each group personal care home must provide at least four parking spaces within a driveway, garage, or carport and must comply with any applicable requirements in article VI of this chapter. **The 2-car garage and the driveway can easily accommodate 4 cars. See attached drawing.**
 3. In order to prevent institutionalizing residential neighborhoods, no group personal care home located in the RE, R-LG, R-100, R-85, R-75, R-50, R-SM, or MR-1 zoning district may be operated within 1,000 feet of any other group personal care home. The 1,000 foot distance requirement is measured by a straight line which is the shortest distance (i.e., "as the crow flies") between the property lines of the two tracts of land on which the group personal care homes are located. **I contacted Department of Community Health and they showed me how to search on their website all licensed homes in the 30084 zip code. The nearest licensed community living arrangement or personal care home is over 1 mile away. I could not find any licensed homes within 1,000 feet of 3710 S. Marlborough Drive.**

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SLUP-21-0003

LEGAL DESCRIPTION 3710 SOUTH MARLBOROUGH DRIVE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 143 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, BEING LOT 15, BLOCK B, EDINBURGH WOODS SUBDIVISION, UNIT TWO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION FORMED AT THE EASTERLY RIGHT-OF-WAY OF EDINBURGH DRIVE AND THE NORTHERLY RIGHT-OF-WAY OF SOUTH MARLBOROUGH DRIVE THENCE RUNNING EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTH MARLBOROUGH DRIVE 1,075' TO AN OPEN TOP PIPE, SAID OPEN TOP PIPE BEING THE POINT OF BEGINNING; THENCE RUNNING N0°19'00"E FOR A DISTANCE OF 150.08' TO A REBAR FOUND; THENCE RUNNING S89°37'34"E FOR A DISTANCE OF 85.09' TO A REBAR FOUND; THENCE RUNNING S4°33'17"W FOR A DISTANCE OF 115.77' TO A REBAR FOUND LOCATED ON THE NORTHERLY RIGHT-OF-WAY OF SOUTH MARLBOROUGH DRIVE; THENCE RUNNING ALONG SAID RIGHT OF WAY ALONG A CURVE HAVING A RADIUS OF 60.00', AN ARC DISTANCE OF 74.83' AND BEING SUBTENDED BY A CHORD BEARING OF S60°40'48"W FOR A DISTANCE OF 70.07' TO A REBAR FOUND; THENCE CONTINUING ALONG AFOREMENTIONED RIGHT-OF-WAY N89°17'43"W FOR A DISTANCE OF 15.63' TO AN OPEN TOP PIPE, SAID OPEN TOP PIPE BEING THE POINT OF BEGINNING

SAID TRACT OR PARCEL OF LAND CONTAINS 10,391 SQUARE FEET OR 0.239 ACRES.

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Department

SLUP-21-0003

Letter of Intent

We, Developmental Disabilities Ministries, Inc., (DDM) own 3710 S. Marlborough Drive, Tucker, Georgia 30084, located in the City of Tucker (Parcel ID 18 143 01 127). We are requesting a special land use permit from the City of Tucker, Georgia for the home at 3710 S. Marlborough Drive, Tucker, Georgia 30084 (zoned residential). The home is located on a street with 27 other homes. The City of Tucker currently allows for 3 unrelated individuals to live in a home together. DDM is requesting an allowance for 4 unrelated people with an Intellectual and Developmental Delay (for example, Down Syndrome or Autism) to live together in the home under a rental agreement with DDM. The Department of Behavioral Health and Developmental Disabilities (DBHDD) administers the Medicaid Waiver monies that will support the individuals to live in the community along with their social security disability monthly income. The home will be licensed by the Department of Community Health (DCH) as a Community Living Arrangement (CLA). Community Living Arrangement (CLA) means any residence, whether operated for profit or not, that undertakes through its ownership or management to provide or arrange for the provision of daily personal services, supports, care, or treatment exclusively for two or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the Department of Behavioral Health and Developmental Disabilities (DBHDD). Attached to this Letter of Intent is an explanation from DCH regarding what a CLA is and what it is not. State Rules and regulations for Community Living Arrangements can be found in detail at this website (it is 44 pages long).

https://dch.georgia.gov/sites/dch.georgia.gov/files/imported/vgn/images/portal/cit_1210/44/55/152311939CLARULES0209.pdf

DBHDD requires the home to be licensed by the Department of Community Health (DCH). DBHDD will oversee the care of resident renters in accordance with federal and state laws, and regulations. A business license will be obtained from the City of Tucker.

The provision of care will be provided through Developmental Disabilities Ministries, Inc. (DDM), a nonprofit, charitable corporation serving adults with developmental disabilities and their families. DDM is a licensed a private home care provider by DCH and is an approved provider of care with DBHDD. License attached to this application. DDM is also a Commission on Accreditation of Rehabilitation Facilities (CARF) accredited agency. CARF is an organization that benchmarks quality care internationally. Certification attached to application. DDM started serving individuals with developmental disabilities in 1981 under the auspices of Georgia Baptist Children's Home. For over a quarter of a century, DDM has flourished as a ministry and continues to open additional community-based group homes as needed for adults with developmental disabilities. In 1999, DDM became an independent agency. DDM currently owns and operates 18 homes throughout the state.

Staff will be in the home 24/7 to assist the individuals to live in the community with supports. Supports include assistance with activities of daily living (ie, bathing, grooming, toileting, meal preparation, transportation, laundry, housekeeping, ambulation) and nursing care as ordered by a physician (examples include but not limited to administration of medications, monitoring of vital signs, monitoring of respiratory and GI systems). All residents have been determined appropriate to live in the community with supports by DBHDD.

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Care provided in the home will meet the federal mandate under the Americans with Disabilities Act of 1990 and Olmstead, and complies with the rules and regulations under the Centers for Medicare/Medicaid Home and Community Based Services (HCBS) settings rule. The residents will not have drug or alcohol addictions and will not have criminal records or charges.

I have researched the Department of Community Health for other licensed homes within 1000ft and have found the nearest home 1 mile from 3710 S. Marlborough Drive, Tucker, Georgia 30084.

<https://dch.georgia.gov/documents/provider-directory>

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**Community Living Arrangements (CLAs)
Programs and Services
Georgia Department of Community Health**

Community Living Arrangement are residences, whether operated for profit or not, which undertake through their ownership or management to provide or arrange for the provision of daily personal services, supports, care, or treatment exclusively for two or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the Department of Behavior Health and Developmental Disabilities.

Exemptions:

- Boarding homes or rooming houses that provide no personal services other than lodging and meals;
- Facilities offering temporary or emergency shelter, such as those for the homeless or victims of family violence, respite homes serving persons for 30 days or less, or homes serving one person;
- Emergency receiving, evaluation, and treatment facilities that provide medical and nursing services and that are approved by the state and regulated under other more specific authorities;
- Facilities providing residential services for federal, state, or local correctional institutions under the jurisdiction of the criminal justice system;
- Hospices that serve terminally ill persons as defined in O.C.G.A. § 31-7-172(3);
- Therapeutic substance abuse treatment facilities and residences that are not intended to be an individual's permanent residence;
- Group residences organized by or for persons who choose to live independently and manage their own care and who share the cost of services including but not limited to attendant care, transportation, rent, utilities, and food preparation;
- Charitable organizations providing shelter and other services without charging any fee to the resident and without billing other agencies for services provided;
- Residences in which a person lives with his or her family;
- Residences in which a person lives under his or her own lease or warranty deed, in which the agency providing services does not manage the person's residence and the resident is not required to move when the agency providing services is changed;
- Apartments or other clustered residential arrangements where staff is available that are developed as permanent housing for adults with mental illness, in which each person lives within his or her residential arrangement without immediate support of staff; or
- Personal care homes as defined in Chapter 111-8-62

Type Regulation:

A home must obtain a license.

Legal Authority:

O.C.G.A. § 31-2-4 Department's power, duties, functions

Rules:

- Rules and Regulations for Community Living Arrangements, Chapter 290-9-37, effective November 13, 2002; updated February 12, 2008.
- Enforcement of Licensing Requirements, Chapter 111-8-25, effective August 3, 2010

Fees:

- License: \$350 Annually

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The Georgia Department Community of Health - www.dch.georgia.gov

ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.
NOTE: PROPERTY LINES SHOWN ON THIS MAP/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.

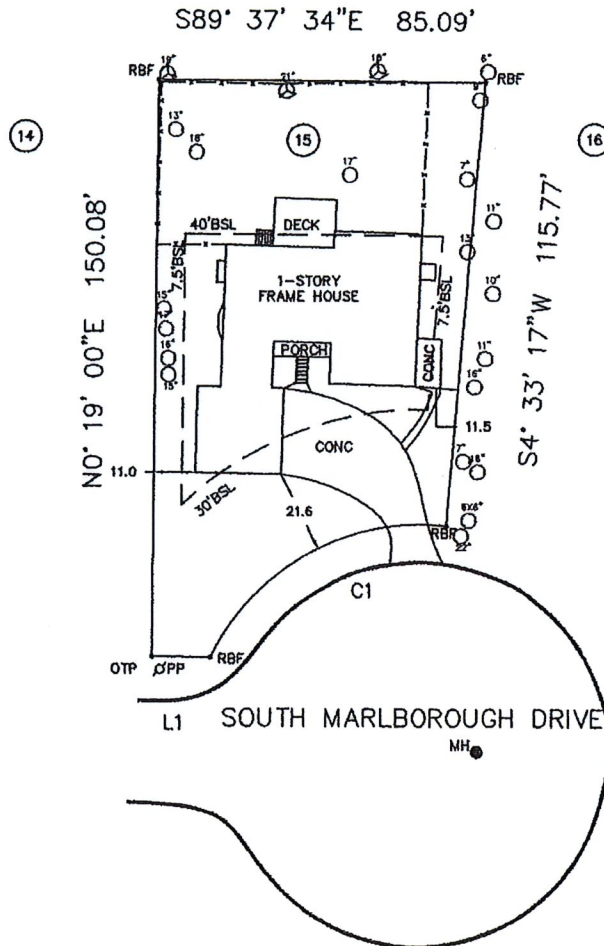
THIS MAP/PLAT WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS MAP/PLAT IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.

BUILDING LINES SHOWN HEREON DERIVED FROM VARIOUS ONLINE SOURCES. THEY MAY BE IN CONTENTION WITH OR DIFFER FROM INTERPRETATIONS OF GOVERNING AUTHORITIES. IT IS THE CLIENT'S OBLIGATION TO CONFIRM WITH PERMITTING AGENCIES BASED ON THEIR SPECIFIC CONSTRUCTION PROJECTS. TREE SYMBOLS ARE NOT TO SCALE. TREE SYMBOLS REPRESENT POSITION OF TREE & ARE NOT THE CRITICAL ROOT ZONE (NOT DRIFLINE).

NOTE: ANY & ALL UNDERGROUND UTILITIES, I.E. SEWER, STORM, GAS, WATER, ETC., HAVE NOT BEEN FIELD LOCATED BY CONVENTIONAL SURVEY METHODS.

CURVE	RADIUS	LENGTH	CHORD	CH.BEARING
C1	60.00'	74.83'	70.07'	S 60°40'48"W

LINE	DIST.	BEARING
L1	15.63'	N 89°17'43"W



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LEGEND
NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT.
AKA ALSO KNOWN AS
APD AS PER DEED
APP AS PER PLAT
BSL BUILDING (SETBACK) LINE
CP COMPUTED POINT
CTP CRIMP TOP PIPE FOUND
D DEED (BOOK/PAGE)
DW DRIVEWAY
EP EDGE OF PAVEMENT
FFE FINISH FLOOR ELEVATION
FKA FORMERLY KNOWN AS
IPF IRON PIN FOUND
L ARC LENGTH
LL LAND LOT
LLL LAND LOT LINE
N NEIGHBOR'S
N/F NOW OR FORMERLY
NAIL NAIL FOUND
P PLAT (BOOK/PAGE)
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS LENGTH
R/W RIGHT-OF-WAY
RBF REINFORCING BAR FOUND
(1/2" UNO)
RBS 1/2" REINFORCING BAR SET
SW SIDEWALK
SSE SANITARY SEWER EASEMENT
SSCO SANITARY SEWER CLEANOUT
-X- FENCE LINE
WALL
HARDWOOD
PINE TREE

NO DETERMINATION OF FLOOD HAZARD HAS BEEN MADE FOR THIS PROPERTY BY THIS SURVEYOR.

PROPERTY ADDRESS:
3710 S Marlborough Dr
Tucker, GA 30084

LAND AREA:
10391 SF
0.239 AC

IMPERVIOUS AREA:
DW: 808 SF
SW: 31 SF
PORCH: 56 SF
PATIO: 122 SF
PAD: 17 SF
HOUSE: 2262 SF
DECK: 217 SF
EXIST= 3513 SF=33.8%

ZONING: R-75

0 30
SCALE 1" = 30'

PLAT PREPARED FOR:
3710 S Marlborough Dr

LOT 15 BLOCK B UNIT 2 EDINBURGH WOODS SUBDIVISION

LAND LOT 143 18th DISTRICT

DeKALB COUNTY, GEORGIA

LOCATED IN TUCKER

REFERENCE: PLAT BOOK 69, PAGE 44

REFERENCE: DEED BOOK , PAGE

FIELD DATE: 6-15-2021

DRAWN DATE: 6-21-2021

ALL MATTERS OF TITLE ARE EXCEPTED. NOT TO BE RECORDED NOR USED TO CONVEY PROPERTY.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 30,000+ FEET, AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 40,000+ FEET. AN ELECTRONIC TOTAL STATION WAS USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE MONUMENT FOUND WITHIN 500' OF THIS PROPERTY.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



SURVEY SYSTEMS ATLANTA
2156 W Park Ct, Ste D, Stone Mtn, GA 30087
COA #LSF000867, info@SurveySystemsAtlanta.com
Cell 678-591-8064 ~ Office 404-760-0010



3710 S. Marlborough Dr.
Tucker, GA 30084

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100%

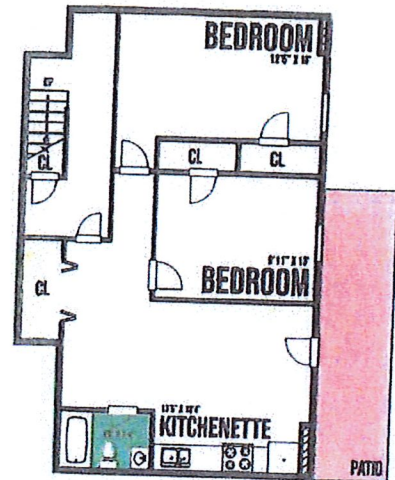
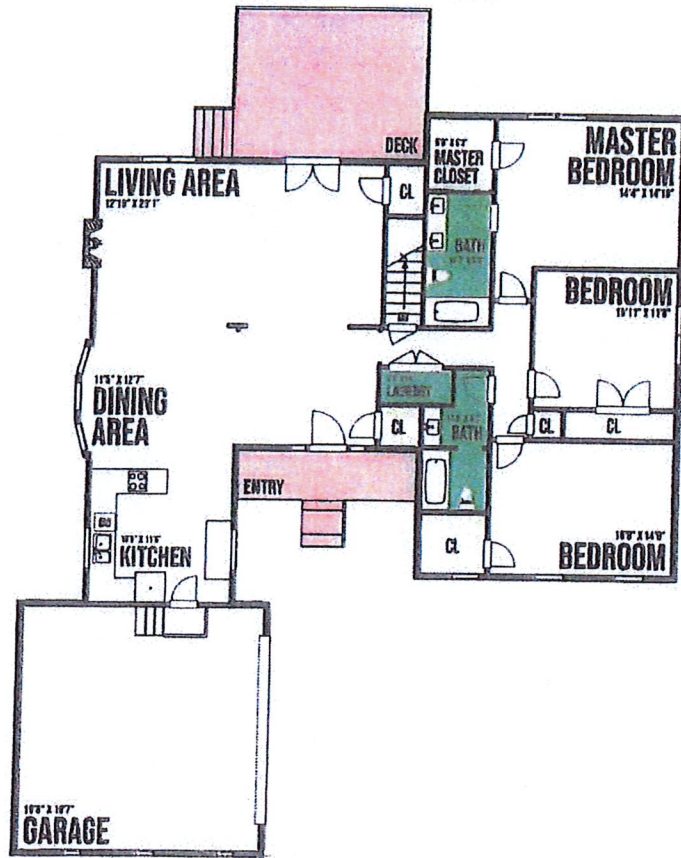
SLUP-21-0003



Google Camera: 353 m 33°49'28"N 84°14'11"W 313 m

- LOWER LEVEL

3710 S MARLBOROUGH DR - MAIN FLOOR



Layout of house with walls
and doors.

No proposed changes to
interior.

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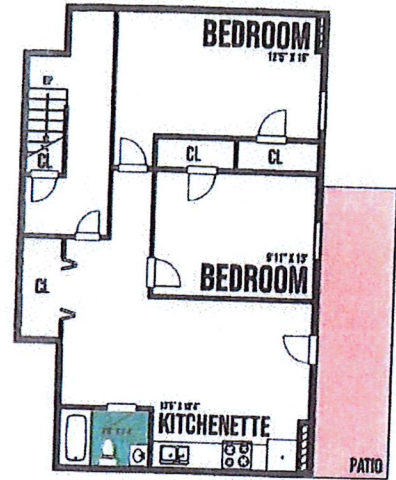
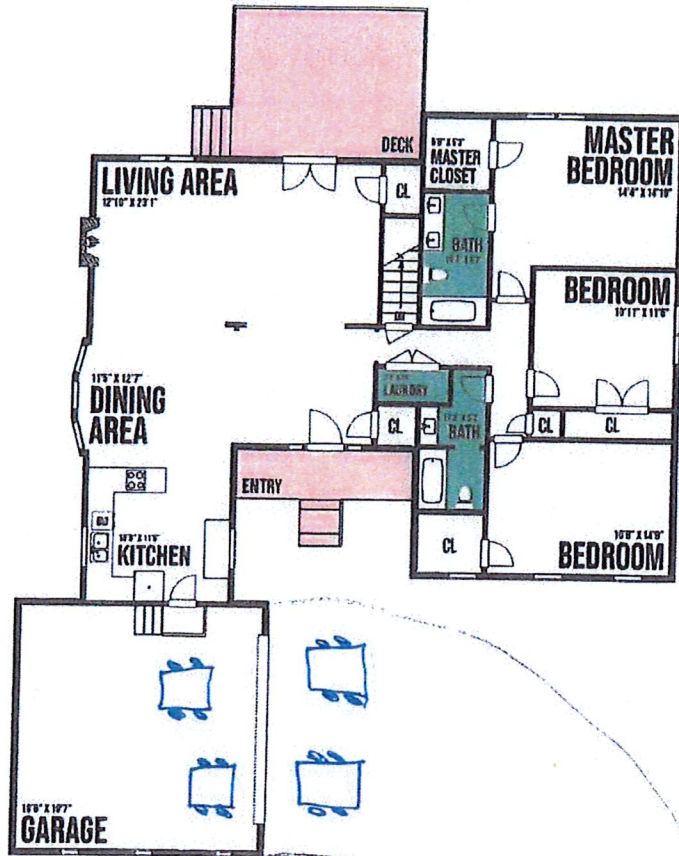
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- LOWER LEVEL

3710 S MARLBOROUGH DR - MAIN FLOOR



2 car garage with
additional spots
in driveway

S. Marlborough Drive

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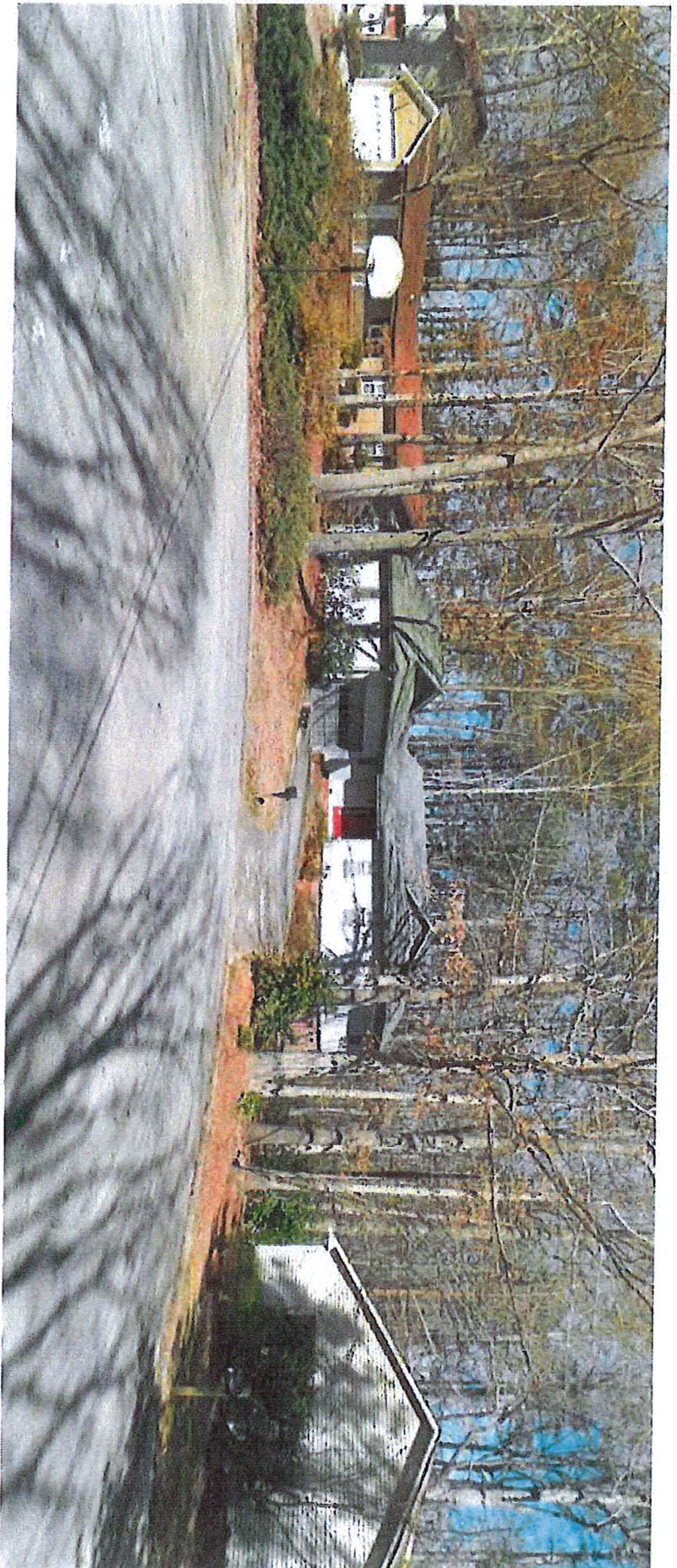
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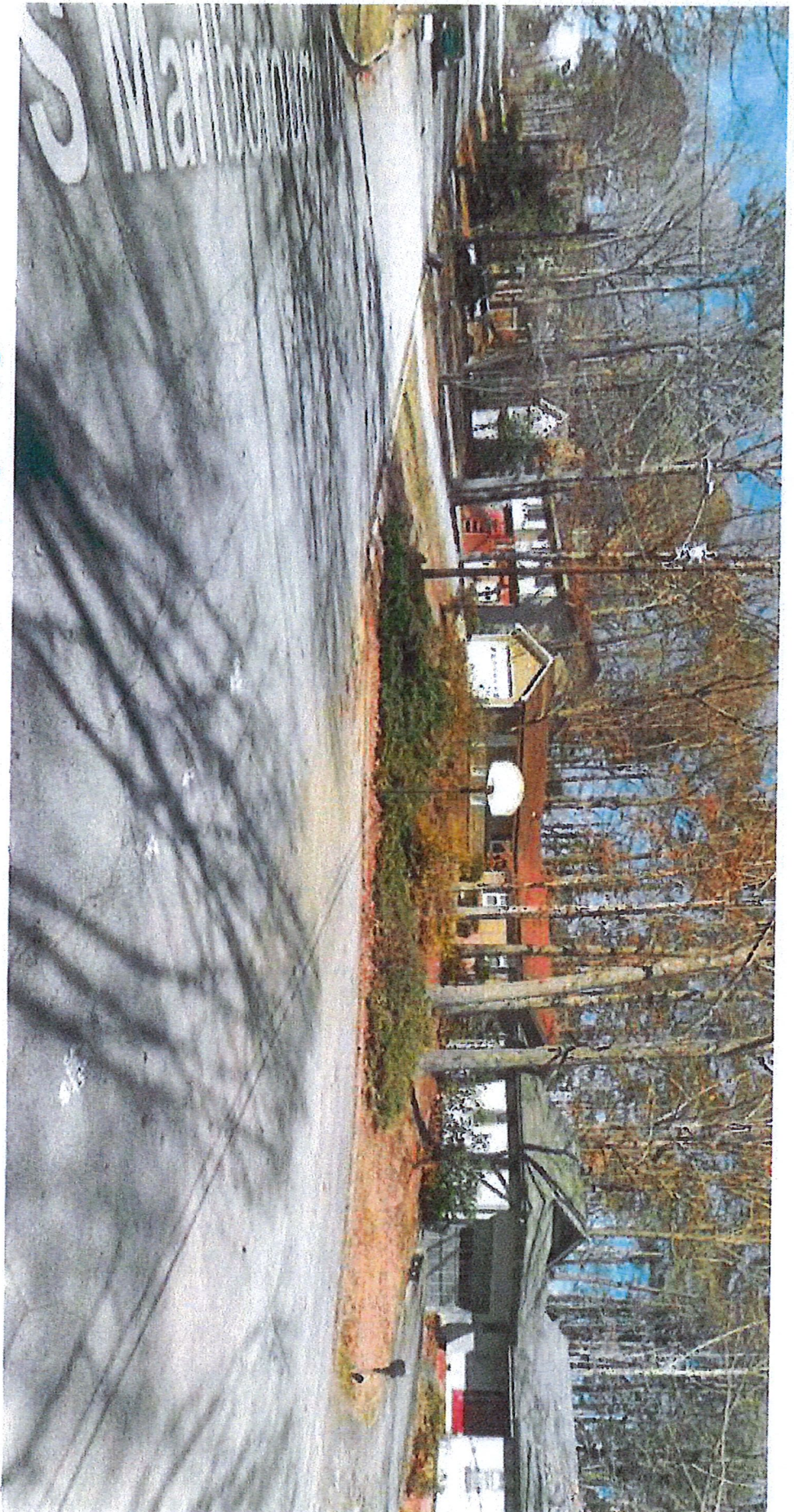
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3710 S. Marlborough Drive
Tucker, GA 30084

- Building Elevations - Single Story with Basement
- Driveway showing parking spaces
- Details country water and sewer





3710 S. Marlborough Drive, Tucker, GA

- Speed limit is 15 mph
- Power lines showing

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SLUP-21-0003

Public Participation Plan Report

Project Name: *Tucker Home for Developmental Disabilities Ministries, Inc.*

Contact Name: *Ryan Whitmire or Sylvia Crowe*

Meeting Date: *5-1-2021*

Meeting Start Time: *11:00 am*

Meeting End Time: *1:00 pm*

Number of people in attendance: *13 Guests, 1 Neighbor, 1 Community Person, 10 Staff*

Date of Filing of Land Use Petition Application: *Original sent 4-21-21, updated June 2021*

General Introduction: *DDM sent out 55 invitations/letter to surrounding neighbors that the City of Tucker provided to us. 4 invitations were returned via the post office. The letter that was sent introduced DDM, who we serve, and what we hoped to accomplish with this home.*

DDM was there to answer any concern or questions about having a Community Living Arrangement in the neighborhood. The format was laid back and welcoming. DDM had several staff available to answer questions and Board Members were available to share their thoughts. We had 1 neighbor walk by and DDM engaged her in conversation. While we were having our meet and greet the local postal person stopped by and told us that she appreciated all that we do for our residents and she had meet the guys who live there and that they were a delight.

Summary of concerns and issues raised at the meeting:

1. List questions/concerns/comment/request for changes to proposed plans

Applicant Response: *None*

2. List questions/concerns/comment/request for changes to proposed plans

Applicant Response: *None*

The following must be submitted at time of application submittal:

- o Copy of the letter that was mailed to neighbors
- o Copy of address list for mailing
- o Meeting sign-in sheet
- o Meeting Minutes
- o Copy of 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] / CEO

Signature of Applicant or Authorized Representative

6/29/2021

Date

Ryan E Whitmire / CEO

Type or Print Name of Applicant or Authorized Representative

6/29/2021

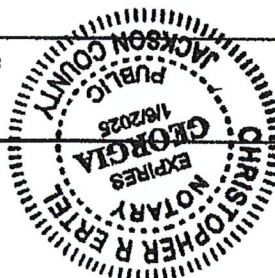
Date

[Signature]

Signature of Notary

6/29/2021

Date



Notary Seal

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Developmental Disabilities Ministries

6320 Amherst Court

Norcross, GA 30092

770-623-4899

www.ddmga.org

April 16, 2021

Dear Neighbor:

I would like to introduce myself on behalf of Developmental Disabilities Ministries (DDM). I am Denel James, Residential Director for DDM and we are an organization that supports individuals with disabilities. *Our mission is to empower persons with developmental disabilities to achieve their highest level of social, physical, emotional, and spiritual maturity.* The organization currently supports the individuals living in the home at 3710 South Marlborough Drive, Tucker Georgia. We are now seeking a Special Land Use Permit (SLUP) which would allow a fourth person to rejoin his friends at this location.

We want to invite you to a **Drop-In Informational Gathering at the home on May 1, 2021 from 11 am to 1 pm**. On May 1, we plan to provide information and a hotdog lunch. DDM will have written information and staff that can answer your questions regarding the SLUP and our plans to continue to support the individuals in the home. We hope we can meet with you and answer any questions you have regarding our plans. A flyer has been included. We will observe social distance requirements.

You are receiving this letter and invitation because you own property within 500 feet of 3710 South Marlborough Drive. We are working with the city of Tucker to ensure we follow guidelines and partner with the neighborhood. DDM also works with the state of Georgia to maintain a home environment that is reflective of the support any individual requires to have a quality home. Our CEO, Ryan Whitmire will be at this event. If you would like to have a snapshot of our agency our website is www.ddmga.org. We also have a video on our website featuring some of those we serve. We look forward to meeting you.

If you are unable to attend and would like more information, feel free to contact through email@ddmga.org.

Sincerely,

Denel James

Denel James

Residential Director

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DDM Drop-In Informational Gathering Sign-In Sheet

5-1-2021

11am to 1pm

1	JOEL GILBERT
2	SUSAN GILBERT
3	Beth Willetts
4	Elaine Harris
5	David Harris
6	Ross Jones
7	Cole Jones
8	Lisa Jones
9	Kay Jowers
10	Ronnie Jowers
11	Robin Palmer & Frankie Palmer
12	Mary Alice Hardin
13	Gail Lutz
14	Sheila McKie
15	
16	
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SLUP-21-0003

3681 Marlborough Drive Tucker, GA 30084	SIMSON WILLIAM R
3710 South Marlborough Drive Tucker, GA 30084	DEVELOPMENTAL DISABILITIES MINISTRIES IN
3709 South Marlborough Drive Tucker, GA 30084	RAMOS AURELIO
3783 Marlborough Drive Tucker, GA 30084	JOYNER DOROTHY BEAVERS LIVING TRUST
3682 Bonnie Glenn Lane Tucker, GA 30084	BRYANT HANNAH H
3786 Marlborough Drive Tucker, GA 30084	SHEFFIELD KRISTEN
3697 Marlborough Drive Tucker, GA 30084	ALEXANDER GLENDA
3811 Marlborough Drive Tucker, GA 30084	SPRATT TERESA R
3765 Marlborough Drive Tucker, GA 30084	MURRAY KEVIN V
3691 South Marlborough Drive Tucker, GA 30084	BRYAN MARILYN DEE
3804 Marlborough Drive Tucker, GA 30084	LORTZ LESLIE A
3727 Tweed Place Tucker, GA 30084	CAUTHEN JAMES
3792 Marlborough Drive Tucker, GA 30084	REH SU
3693 Marlborough Drive Tucker, GA 30084	CRUZ DAIVY ORTEGA
3698 South Marlborough Drive Tucker, GA 30084	KHAN NEHA
3735 Marlborough Drive Tucker, GA 30084	GELAN SISAY MECHEO
3722 South Marlborough Drive Tucker, GA 30084	MEMOLO TRUST
3797 Marlborough Drive Tucker, GA 30084	OPENDOOR PROPERTY TRUST I
3774 Marlborough Drive Tucker, GA 30084	THANG EN SAWM
3680 South Marlborough Drive Tucker, GA 30084	HAGEDORN REBEKAH
3709 Marlborough Drive Tucker, GA 30084	3709 MARLBOROUGH TRUST
3667 South Marlborough Drive Tucker, GA 30084	LEVENGOOD GARY A
3673 Marlborough Drive Tucker, GA 30084	TANG HOA
3716 South Marlborough Drive Tucker, GA 30084	GOBLE BONNIE RUTH
3674 Marlborough Drive Tucker, GA 30084	TANKESLEY WILLIAM R
3703 South Marlborough Drive Tucker, GA 30084	KHAREL DAMBER
3780 Marlborough Drive Tucker, GA 30084	KYAW THAN
3703 Marlborough Drive Tucker, GA 30084	GURAGAI BIRKHA
3686 South Marlborough Drive Tucker, GA 30084	JOLLEY CAREY F
3673 South Marlborough Drive Tucker, GA 30084	WALTER THOMAS R II
3667 Marlborough Drive Tucker, GA 30084	KROC PATRICIA J
3757 Marlborough Drive Tucker, GA 30084	HARVEY HOPE ANN
3805 Marlborough Drive Tucker, GA 30084	SPRATT TERESA R
1530 Cooledge Road Tucker, GA 30084	U S POULTRY AND EGG ASSOCIATI
3666 Marlborough Drive Tucker, GA 30084	COLE STEPHANIE ANNE
3668 South Marlborough Drive Tucker, GA 30084	HUNTER JESSICA M
3687 Marlborough Drive Tucker, GA 30084	HAIZLIP ROBERT PETER
3725 Marlborough Drive Tucker, GA 30084	MISHRA BHIM N
3704 South Marlborough Drive Tucker, GA 30084	OXFORD SHANNON M
3777 Marlborough Drive Tucker, GA 30084	JONES WILLIAM RANDOLPH
3714 Marlborough Drive Tucker, GA 30084	BHANDARI TIL BAHADUR
3676 Bonnie Glenn Lane Tucker, GA 30084	PATTERSON EDWARD H
3674 South Marlborough Drive Tucker, GA 30084	JONES KATHRYN C
3671 Bonnie Glenn Lane Tucker, GA 30084	HURST STEVEN D
3717 Marlborough Drive Tucker, GA 30084	QUINTANILLA NEHEMIAS JORGE
3702 Marlborough Drive Tucker, GA 30084	TAMANG PASAND
3771 Marlborough Drive Tucker, GA 30084	BARNES JENNIFER C

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3697 South Marlborough Drive Tucker, GA 30084	TUTTLE CONNIE
3670 Bonnie Glenn Lane Tucker, GA 30084	DOTSON MICHAEL
3798 Marlborough Drive Tucker, GA 30084	BURDETT NANCY J
3692 South Marlborough Drive Tucker, GA 30084	GIOVINE PETER M
3745 Marlborough Drive Tucker, GA 30084	SHIN AH RIM SHIN CHANG SUG
3715 South Marlborough Drive Tucker, GA 30084	MEMOLO TRUST
3791 Marlborough Drive Tucker, GA 30084	LUSTER WESLEY M
3686 Bonnie Glenn Lane Tucker, GA 30084	HARDIN MARY ALICE

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**You are Invited to a
Drop In Informational Gathering
with
Developmental Disabilities Ministries
Supporting Individuals
at
3710 South Marlborough Drive**

**May 1, 2021
11 am to 1 pm**

**Meet the Owners
Ask Questions
Gather Information
Have Lunch**

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SLUP-21-0003



This map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. For inquiries, please contact the City of Tucker.

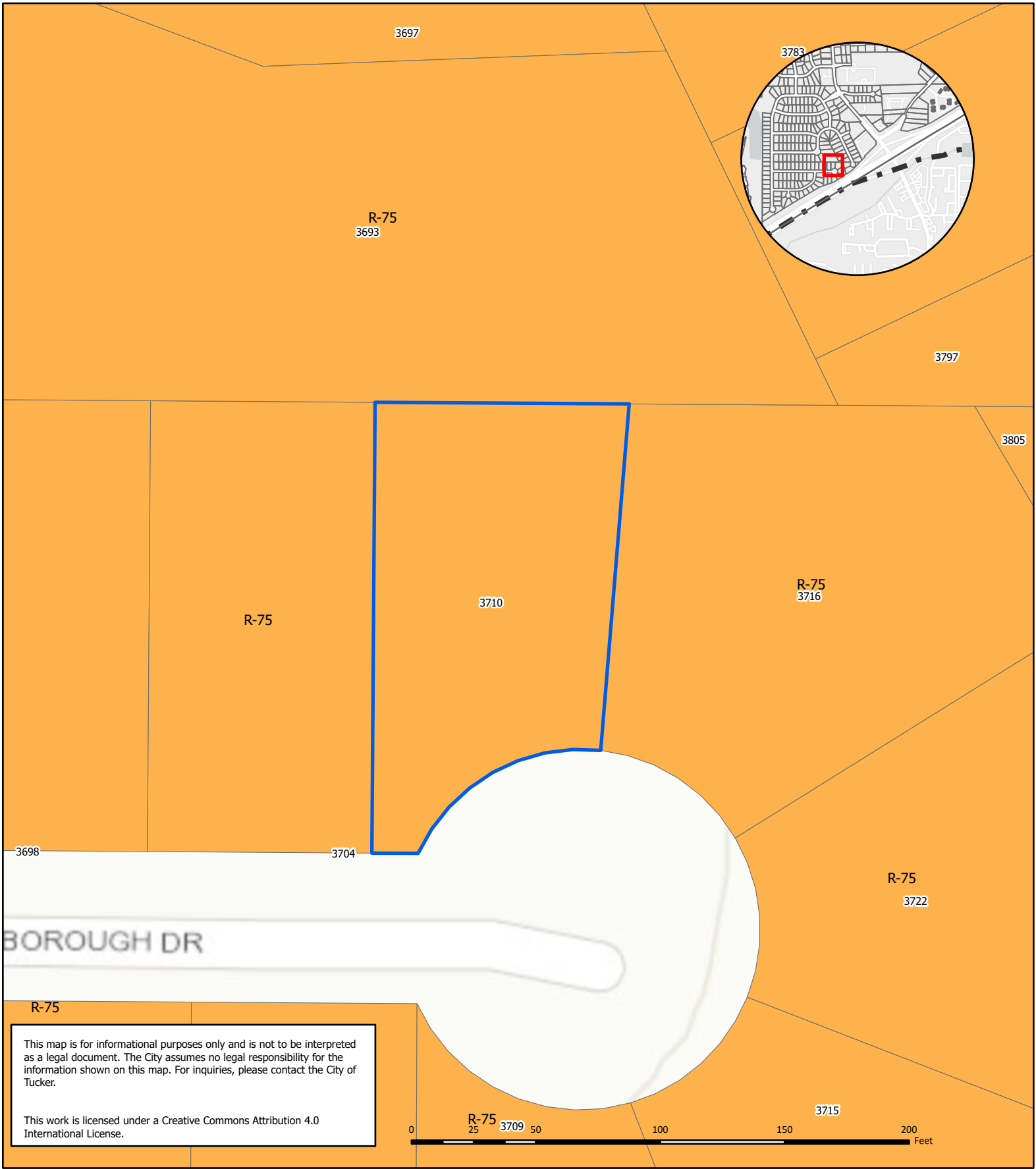
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Aerial
SLUP-21-0003
3710 S. Marlborough Drive

 SLUP





Zoning
SLUP-21-0003
3710 S. Marlborough Drive

R-75 (Residential Medium Lot -75)
SLUP





MEMO

To: Honorable Mayor and City Council Members
From: Brandon Bowen
CC: Tami Hanlin, City Manager
Date: September 7, 2021
RE: Moratorium for Certain Specified Light Industrial Parcels

Issue:

Mayor and City Council wish to consider potential updates to the City's official zoning map to address areas where the current districts may not be consistent with surrounding property uses and the City's comprehensive planning; specifically, where properties are zoned light industrial, but are located in close proximity to residential neighborhoods. The moratorium is necessary to preserve the status quo and not allow applications for new industrial developments to be accepted, processed, or approved until such time as the potential amendments to the official zoning map can be completed and properly adopted in order to prevent any claims of vested rights being obtained.

Recommendation:

Adopt a moratorium for certain specified light industrial parcels within the area bounded by E Ponce De Leon Avenue, Juliette Road, US 78, and Georgia 10.

Background:

There are 8 light industrial properties within the area of the moratorium.

Summary:

1. This moratorium is enacted for temporary and emergency purposes only, and shall be in effect until December 14, 2021, or until it is repealed, whichever occurs first.
2. This moratorium applies to all properties currently zoned M (Light Industrial) within the area bounded by E. Ponce De Leon Avenue, Juliette Road, US. 78 and Georgia 10.
3. The City's staff shall not accept, process, or approve new applications for development of any property for which this moratorium applies for any permitted use in the M (Light Industrial) zoning classification.
4. Nothing in this moratorium shall prevent or prohibit the continuance of any established lawful use on any property for which this moratorium applies. Nor shall this moratorium prohibit the receipt and processing of applications for rezoning to a different zoning district for any property to which this moratorium applies.

Financial Impact:

None

**STATE OF GEORGIA
CITY OF TUCKER**

RESOLUTION R2021-09-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF ENACTING A TEMPORARY EMERGENCY MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF APPLICATIONS FOR CERTAIN SPECIFIED LIGHT INDUSTRIAL PARCELS.

WHEREAS, the Mayor and City Council of the City of Tucker, with the assistance of staff and the planning commission, wishes to consider potential updates to the City's official zoning map to address areas where the current districts may not be consistent with surrounding property uses and the City's comprehensive planning; and,

WHEREAS, the Mayor and City Council are particularly concerned about situations where properties are zoned light industrial, but are located in close proximity to residential neighborhoods, such that new industrial developments may not be appropriate, and would not be consistent with the City's comprehensive planning; and,

WHEREAS, while the amendments to the official zoning map are being drafted by staff and considered by the planning commission and Mayor and City Council, the Mayor and Council wish to preserve the status quo and not allow applications for new industrial developments to be accepted, processed or approved until such time as the potential amendments to the official zoning map can be completed and properly adopted in order to prevent any claims of vested rights being obtained; and,

WHEREAS, adopting this moratorium as an emergency provision is necessary to protect the public welfare and is further in accord with established Georgia Supreme Court decisions such as City of Roswell v. Outdoor Systems, Inc., 274 Ga. 130 (2001); and,

WHEREAS, the proposed moratorium duration is until December 14th, 2021, the day following the Mayor and City Council's December meeting, which is deemed to be the earliest that the City staff can investigate potential updates to the official zoning map, give notice to affected property owners, conduct public hearings, obtain the recommendation of the planning commission; and conduct two reading at public meetings of the City Council;

NOW THEREFORE BE IT RESOLVED by virtue of the authority vested in the Mayor and City Council by law, that a moratorium is temporarily established as follows:

1. This moratorium is enacted for temporary and emergency purposes only, and shall be in effect until December 14, 2021, or until it is repealed, whichever occurs first.
2. This moratorium applies to all properties currently zoned M (Light Industrial) within the area bounded by E. Ponce De Leon Avenue, Juliette Road, US. 78 and Georgia 10.

3. The City's staff shall not accept, process, or approve new applications for development of any property for which this moratorium applies for any permitted use in the M (Light Industrial) zoning classification.

4. Nothing in this moratorium shall prevent or prohibit the continuance of any established lawful use on any property for which this moratorium applies. Nor shall this moratorium prohibit the receipt and processing of applications for rezoning to a different zoning district for any property to which this moratorium applies.

SO ADOPTED this 13th day of September 2021, to be effective immediately, the public health, safety, and welfare demanding.

ATTEST:

City of Tucker, Georgia

Bonnie Warne, City Clerk

Frank Auman, Mayor

(SEAL)

274 Ga. 130
Supreme Court of Georgia.

CITY OF ROSWELL et al.,
v.
OUTDOOR SYSTEMS, INC.

No. S01A0117.

|
July 2, 2001.

|
Reconsideration Denied July 26, 2001.

Synopsis

Billboard company that had not obtained approval from city for four applications to construct billboard signs petitioned for mandamus, challenging city's temporary moratorium on applications for billboard signs, which had been imposed after city's sign ordinance was struck down as unconstitutional. The Superior Court, Fulton County, Melvin K. Westmoreland, J., granted the petition. Discretionary application for appeal was granted. The Supreme Court, Fletcher, C.J., held that the one-month temporary moratorium was not "final legislative action" and therefore was not a "zoning decision" that was subject to the Zoning Procedures Law's notice and hearing requirements.

Reversed.

Benham, J., filed an opinion concurring specially.

Carley, J., filed a dissenting opinion.

Attorneys and Law Firms

****91 *136** Carothers & Mitchell, Richard A. Carothers, William M. Coolidge, III, Buford, for appellants.

Schreeder, Wheeler & Flint, David H. Flint, Mark W. Forsling, Atlanta, for appellee.

Bovis, Kyle & Burch, John V. Burch, Susan M. Pruett, James F. Grubiak, Ted C. Baggett, Kelly J. Pridgen, Atlanta, Phears & Moldovan, H. Wayne Phears, amici curiae.

Opinion

***130** FLETCHER, Chief Justice.

The City of Roswell enacted a temporary moratorium on applications for billboard signs after its sign ordinance was struck down as unconstitutional. During the month that the moratorium was in effect, Outdoor Systems filed four applications to construct billboard signs within the city. When the city failed to approve the applications, the billboard company filed a petition for mandamus, which the trial court granted. We granted the city's discretionary application to consider the trial court's ruling that the moratorium was void because the city failed to comply with the notice provisions of OCGA § 36-66-4(a) of the Zoning Procedures Law. Because the city's temporary moratorium was not a "final legislative action," it was not a "zoning decision" as defined in the Zoning Procedures Law and the city did not have to comply with the statute's notice and hearing requirements. Therefore, we reverse.

The trial court in a different case involving another outdoor advertising company struck down the City of Roswell's sign ordinance as unconstitutional in November 1999.¹ In response, the Roswell city council passed a resolution that imposed a moratorium on the acceptance of applications for signs exceeding 128 square feet in size or 12 feet in height. The purpose of the moratorium was to give the city time to draft and enact new sign regulations. The resolution provided that the moratorium would expire on January 1, 2000, or the date that the city council repealed the prohibition, whichever occurred first. After the moratorium went into effect, Outdoor Systems filed building permit applications seeking to construct outdoor advertising signs at four locations in the city. When the city did not grant the requested permits, the company sought mandamus, claiming a vested right in the issuance of the sign permits.

1. The Zoning Procedures Law defines a "zoning decision" as a "final legislative action by a local government" that results in the adoption of a zoning ordinance, grant of a special use permit, or amendment to a zoning ordinance that changes the ordinance's text, rezones property, or zones annexed property.² Construing the statutory definition in this case, we hold that the city's temporary moratorium ***131** on billboard sign applications is not a "final legislative action." The city imposed a brief ban on sign applications lasting approximately one month. It did not permanently suspend

all applications or prohibit them for a long time.³ Moreover, it enacted the moratorium as an emergency measure to preserve the status quo for 30 days pending its enactment of a new ordinance.⁴ Because the moratorium was temporary, limited in scope to billboards exceeding a specific size, and enacted in response to a court order invalidating existing sign regulations, we conclude that it was a reasonable interim action and therefore exempt from the ****92** procedural requirements of OCGA § 36-66-4.⁵

2. The legislative intent in passing the Zoning Procedures Law supports excluding temporary, reasonable moratoria from the statute's notice and hearing requirements. OCGA § 36-66-4 mandates hearings whenever a local government proposes taking action that will result in a zoning decision. The purpose of the law is to afford due process to the public when local governments regulate the use of property through the exercise of their zoning power.⁶ We have previously rejected the argument that the notice and hearing requirements apply to every step in the process from an application to a zoning ordinance, concluding that the statute requires “one hearing during the continuous course of a zoning matter before the local government.”⁷ Requiring a public hearing on a city's decision to suspend permit applications for one month, an intermediate step in the legislative process, would not give affected persons a meaningful opportunity to be heard on any new substantive proposals. Rather, the purpose of the law would be better met by giving affected persons the opportunity to comment on the proposed regulations, as occurred here when the city council held a public hearing on December 20 on proposed amendments to its zoning ordinance related to sign regulations.

In conclusion, neither the statutory language nor purpose behind the Zoning Procedures Law requires a local government to ***132** hold a hearing on a temporary moratorium that is reasonable. Because the City of Roswell did not have to comply with the requirements of OCGA § 36-66-4 in briefly suspending its acceptance of applications for large billboard signs, the city's moratorium is valid.

Judgment reversed.

All the Justices concur, except BENHAM, J., who concurs specially and CARLEY, J., who dissents.

BENHAM, Justice, concurring specially.

While I concur with the result reached by the majority opinion, I cannot agree with the reasoning by which that result was reached. The majority opinion purports to construe the statutory definition of “zoning decision” and concludes that the ordinance in question was not a “final legislative action.” However, there is no meaningful construction of the statute in the majority opinion. Instead, it recites several factors having no relation to the question of whether the moratorium was a “final legislative action,” and then invents a new category of legislation, “reasonable interim action,” which is “exempt” from the procedural requirements of the Zoning Procedures Law (ZPL). The ZPL contains no such exemption. The moratorium is either a zoning ordinance and is subject to the requirements of the ZPL, or it is not a zoning ordinance. Rather than develop new common law exceptions to the statute controlling zoning legislation, this Court should take a close look at the moratorium and at the subject of land use regulation and recognize that the moratorium at question is simply not zoning legislation and is not controlled by the ZPL for that reason.

The notice provisions of the ZPL are found in OCGA § 36-66-4(a) and, by the terms of that section, come into play when a local government takes action resulting in a zoning decision. “ ‘Zoning decision’ means final legislative action by a local government which results in: (A) The adoption of a zoning ordinance; ...” OCGA § 36-66-3(4). Therefore, if the moratorium at issue in this case is a zoning ordinance, the passage of the moratorium was a zoning decision and the notice provisions of the ZPL did apply; conversely, if the moratorium at issue in this ****93** case is not a zoning ordinance, then the passage of the moratorium was not a zoning decision and the notice provisions of the ZPL did not apply.

“ ‘Zoning ordinance’ means an ordinance or resolution of a local government *establishing procedures and zones or districts* within its respective territorial boundaries which *regulate the uses and development standards of property within such zones or districts...*” (Emphasis supplied.) OCGA § 36-66-3(5). The statutory definition having established as a requirement for zoning ordinances that they regulate uses and development of property by means of zones or districts, it follows that an ordinance or resolution which does not establish ***133** zones or districts or regulate land use with regard to those zones or districts is not a zoning ordinance. The resolution in question in the present case, a moratorium on the issuance of permits for a particular type of sign, does not distinguish between zones or districts within the City

but applies to the territory of the City as a whole. Since the moratorium resolution does not regulate signs with regard to zones or districts, it is not a zoning ordinance within the meaning of the ZPL and the notice provisions of the ZPL were, therefore, inapplicable to its enactment.

The trial court's contrary conclusion was based in part on its belief, expressed in its order, that all regulation of land use is zoning and, therefore, subject to the requirements of the ZPL. The trial court, like the dissent, takes too broad a view of zoning. In Pindar's *Georgia Real Estate Law*, 5th ed.1998, legislative forms of land use regulation are recognized as including building codes, sanitary ordinances, and zoning laws. Id. at § 3-2. Rather than including every form of land use regulation, zoning is only one method of achieving the goals of such regulation. "The very essence of zoning is the territorial division of land into use districts according to the character of the land and buildings, the suitability of land and buildings for particular uses, and uniformity of use." 83 Am.Jur.2d, § 2. Georgia statutory authority on zoning is in complete accord with that principle. As is clear from the ZPL, zoning is a type of land use regulation which involves dividing a governmental unit into zones or districts and applying different standards to such zones or districts. See OCGA § 36-66-3(3). Since the moratorium at issue here did not create or distinguish between different zones or districts within the City, but applied uniformly to the whole City, it was not a zoning enactment.

The dissent's suggestion that the ZPL's definition of zoning is so inclusive as to include all land use regulation disregards the four references in that definition to zones and districts. Far from including all land use regulation, the definition plainly excludes from the concept of zoning any land use regulation which is not based on zones or districts. Also illogical is the suggestion in the dissent that the ZPL is the only possible source of due process in the field of land use regulation. Every legislative action must conform to certain standards, and every enactment is subject to attack in the courts on the basis of unconstitutionality. The section of the ZPL quoted by the dissent in support of its argument, OCGA § 36-66-2(a), does not purport in and of itself to assure due process in all land use regulation contexts, but only when "local governments regulate the uses of property through the exercise of the zoning power." Id. That is, the *Zoning Procedures Law* assures due process in *zoning* cases.

While a sign control ordinance is unquestionably a form of land use regulation, this Court has distinguished such ordinances from *134 zoning ordinances.

Under its police power authority, a municipality can enact and enforce reasonable regulations governing the erection and maintenance of signs within its jurisdiction. [The] contention that [the sign control ordinance] is in fact a zoning ordinance, and that its enactment was procedurally defective, is without merit.

City of Doraville v. Turner Communications Corp., 236 Ga. 385, 387, 223 S.E.2d 798 (1976). Since this Court had plainly stated in *City of Doraville, supra*, that sign control ordinances are not zoning ordinances, the legislature's failure to specifically include sign ordinances within the ambit of zoning indicates that it did not intend the limited definition of zoning ordinance to apply to such enactments.

**94 Unfortunately, our own holdings on the subject have not been entirely uniform. The trial court here cited our decision in *Outdoor West, Inc. of Georgia v. Coweta County*, 270 Ga. 527, 512 S.E.2d 604 (1999), for the proposition that a case concerning the constitutionality of a sign ordinance is a zoning case. That citation was not inappropriate because we dismissed in that case a direct appeal from a judgment upholding a sign control ordinance against a constitutional attack, holding as follows: "As this is an appeal from a decision in a zoning case, appeal to this Court is by the application procedures of OCGA § 5-6-35." Id. From that holding, it would be reasonable to conclude that the ordinance involved was a zoning ordinance. However, a review of the record in that case demonstrates that the ordinance involved was a general sign control ordinance which was applicable to the entire municipality, did not divide the municipality into zones or districts, and did not use zones or districts to regulate signs. The only reference to zoning in the sign control ordinance was a caution that the municipality's zoning ordinance might be a source of additional restrictions. Thus, under the definitions set forth in the ZPL and this Court's holding in *City of Doraville, supra*, the sign control ordinance was not a zoning ordinance. Accordingly, to the extent the decision in *Outdoor West, Inc. of Georgia v. Coweta County, supra*, can be read to hold that sign control ordinances are zoning ordinances, it should be overruled.

In summary, I conclude that since the moratorium at issue in this case did not involve the division of the City into zones or districts and did not regulate signs with regard to such a division, it was not a zoning ordinance within the meaning of that phrase in the ZPL. Consequently, the moratorium was

not subject to the notice provisions of the ZPL and was not rendered void for failure to comply with those provisions. Rather than invent exemptions from the General Assembly's *135 carefully crafted legislation regarding zoning, we should clarify the law of land use regulation by recognizing that zoning is only one of the tools available for that purpose, we should resolve the controversy in this case by holding that sign control ordinances such as the moratorium in question are not zoning ordinances because they do not involve zoning, and we should face our mistakes forthrightly and overrule *Outdoor West, Inc. of Georgia v. Coweta County*, supra. Because the majority opinion serves only to perpetuate error and obfuscate the law, I cannot join any part of it other than the judgment line.

CARLEY, Justice, dissenting.

In this case, the trial court held that the City's moratorium on the implementation of its then-existing sign ordinance was a "zoning decision" within the meaning of OCGA § 36-66-3(4) and, thus, was subject to the requirements of the Zoning Procedures Law (ZPL), OCGA § 36-66-1 et seq. The majority reverses, but, in my opinion, the trial court was correct. Therefore, I dissent.

The express purpose of the ZPL is "to establish as state policy" minimum procedural safeguards "to assure that due process is afforded to the general public when local governments regulate the uses of property through the exercise of the zoning power." OCGA § 36-66-2(a). In furtherance of this goal of insuring protection of the constitutional rights of private property owners, the ZPL adopted the following definition of "zoning":

the power of local governments to provide within their respective territorial boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within such zones or districts in accordance with the uses of property for which such zones or districts were established.

OCGA § 36-66-3(3). Clearly, this is an inclusive definition, and certainly broad enough to encompass the power of a local government to enact a comprehensive ordinance which regulates the right of owners to use their property for the purpose of erecting and maintaining signs.

Although the City's sign ordinance is itself a "zoning ordinance" within the meaning of OCGA § 36-66-3(5) because it regulates the use to which the owner of property within **95 the municipal territorial boundaries may put his or her property, the question presented in this case is whether the enactment of a moratorium on the continued implementation of that ordinance is a "zoning decision" within the *136 meaning of OCGA § 36-66-3(4). The majority concludes that the moratorium is not within that definition because it did not constitute "final legislative action" as provided in OCGA § 36-66-3(4). However, the fallacy in this reasoning is apparent. The moratorium was undeniably "final" insofar as the enforceability of the City's then-existing sign ordinance was concerned. I submit that an enactment which terminates a property owner's right to pursue a particular use is certainly a procedural device which serves to regulate that use and, consequently, would be a "zoning ordinance" as defined by OCGA § 36-66-3(5). See *Atlanta Bio-Med v. DeKalb County*, 261 Ga. 594, 596(2), 408 S.E.2d 100 (1991) (rescission of a zoning ordinance is a "zoning decision"). If the moratorium is a "zoning ordinance," then its adoption by the City is a "zoning decision" as defined by OCGA § 36-66-3(4)(A). If the promulgation of the moratorium is a "zoning decision," then the City, in order to provide minimum due process to the property owners within its territorial boundaries, must comply with the procedural requirements of OCGA § 36-66-4. It is undisputed that the City did not do so, but summarily refused to enforce Outdoor Systems' rights as a property owner under the then-existing municipal sign ordinance.

In my opinion, the trial court correctly concluded that the failure to comply with the mandatory procedural requirements of the ZPL compelled the City to consider Outdoor Systems' rights in accordance with the law in effect prior to the enactment of the void moratorium. The majority takes the contrary position that a local government can control, and even prohibit, a property owner's use of his or her own property without satisfying the minimum due process requirements mandated under the ZPL. Thus, I dissent to the majority's reversal of the trial court's proper disposition of this case.

All Citations

274 Ga. 130, 549 S.E.2d 90, 01 FCDR 2061

Footnotes

- 1 See *SMD v. City of Roswell*, Civil Action Number E-65358 (Fulton County Superior Court Nov. 18, 1999).
- 2 OCGA § 36-66-3(4)(A)-(E); see *Atlanta Bio-Med v. DeKalb County*, 261 Ga. 594, 596, 408 S.E.2d 100 (1991) (county's rescission of an amendment to a county zoning ordinance is a "zoning decision"); *Northridge Community Ass'n v. Fulton County*, 257 Ga. 722, 723, 363 S.E.2d 251 (1988) (consent order between county and developer entered in a court case about a specific piece of property is not a "zoning decision").
- 3 See, e.g., *Alexander v. City of Minneapolis*, 267 Minn. 155, 125 N.W.2d 583 (1963) (ruling void "hold order" on issuing building permit that had been in effect for nine years).
- 4 Cf. *Davidson Mineral Properties v. Monroe County*, 257 Ga. 215, 216, 357 S.E.2d 95 (1987) (county resolution enacting a moratorium on commercial development "is not a temporary measure to maintain the status quo" but establishes a system requiring the permission of the board of commissioners).
- 5 See generally I Edward H. Zeigler, Jr., *Rathkopf's The Law of Zoning and Planning* § 11.04 (2001) (listing cases exempting interim zoning and building moratoria from the procedural requirements applying to ordinary zoning ordinances and also cases holding interim zoning and stop-gap ordinances invalid as a result of procedural defects).
- 6 See OCGA § 36-66-2(a).
- 7 See *City of Cumming v. Realty Development Corp.*, 268 Ga. 461, 464, 491 S.E.2d 60 (1997).

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MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt
CC: Tami Hanlin, City Manager
Date: September 13, 2021
RE: Intergovernmental Agreement with the Tucker Summit Community Improvement District for Engineering Services

Issue:

IGA with the Tucker Summit Community Improvement District for engineering services – Mountain Industrial Boulevard @ US 78.

Recommendation:

Staff recommends that Council consider the approval of this IGA.

Background:

The interchange of Mountain Industrial Boulevard at US 78 is has the highest number of traffic accidents in the city. Crash data shows that there were almost 1,000 accidents in a 5-year period resulting in 262 injuries. A traffic study from several years ago, funded by the Tucker Summit CID, recommends the following improvements:

- Realign the US 78 off ramps to provide better sight distance.
- Traffic signal improvements at both interchange signals.
- Install a narrow median between Greer Circle and Elmdale Drive with median openings at major intersections.

Georgia DOT has agreed to fund up to \$5.12M for construction based on this approved traffic study.

The Tucker Summit CID applied for and received a grant from the Georgia Transportation Infrastructure Bank which will reimburse them up to \$600,000 for engineering design.

Summary:

This IGA is a partnership between the City of Tucker and the Tucker Summit CID with the following provisions:

- The TSCID will reimburse the City in the amount of \$600,000 for engineering design. Any amount above \$600,000 will be split 50/50 by the CID and the City.
- Any right-of-way costs will be the responsibility of the City.
- Any utility relocations required will be the responsibility of the City.
- Any construction costs in excess of \$5.12M will be split 50/50 between the CID and the City.

Financial Impact:

The City will be responsible for 50% of the engineering costs in excess of \$600,000 (\$49,441.50).

The City will be responsible for 100% of the right-of-way costs (estimated at \$100,000).

The City will be responsible for 100% of the utility costs, if required.

The City will be responsible for 50% of the construction costs exceeding \$5.12M.

STATE OF GEORGIA

COUNTY OF DEKALB

AGREEMENT

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

WHEREAS, Mountain Industrial Boulevard at US Highway 78 interchange lies within the boundaries of both the City and the CID (hereinafter referred to as "Interchange"); and

WHEREAS, the City and CID desire for transportation improvements to be designed and constructed for the Interchange which will at a minimum include the following components: a median, relocation of the east and west bound off-ramps, off-ramp and on-ramp lighting, enhanced traffic signalization and timing, U-turn enhancements where appropriate to accommodate tractor trailer movements, driveway modifications and various other traffic enhancements to improve traffic safety and operations (hereinafter collectively referred to as the "Project"); and

WHEREAS, the City and the CID agree to the Project limits as generally described as Mountain Industrial Boulevard from Greer Circle to Elmdale Drive, including the US Highway 78 at Mountain Industrial Boulevard on-ramps and off-ramps; and

WHEREAS, the City and CID agree that the Intersection has the highest crash history and experiences the greatest traffic congestion and delays of any transportation system in the City; and

WHEREAS, the CID has funded numerous traffic studies and reports since 2011 to assess options and scenarios to improve traffic safety and reduce congestion at the Intersection including a Traffic Engineering ("TE") Report in 2019 that was presented to the Georgia Department of Transportation ("GDOT") for funding consideration; and

WHEREAS, the GDOT validated the need for improvements at the Intersection with analysis from the TE Report and agreed to fund 100% of the cost of construction up to a maximum of \$5,120,000; and

WHEREAS, the CID submitted a grant application to the Georgia Transportation Infrastructure Bank ("GTIB") in 2019 requesting funding of \$600,000 to

partially fund the cost of preparing a biddable set of engineering design and construction plans ("PE") and was awarded said grant in June 2020; and

WHEREAS, the estimated cost for the Project, excluding construction, is \$912,000;

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

1. The CID shall be responsible for the responsibilities set forth in the GTIB grant and financial responsibilities specifically set forth for the CID in this Agreement. The CID assumes no further responsibilities for the Project.
2. As the local sponsor (local government agency), the City shall be solely responsible for all oversight, management, and contracting of all phases of the Project including procurement, design, managing the engineering contractor, permitting, coordination with GDOT, right-of-way and easement acquisition, utility relocation, letting construction, CE&I, scheduling, processing invoices and payment to all contractors, and financial responsibilities specifically set forth for the City in this Agreement. The City shall require all contractors to indemnify the City and the CID.
3. The City shall provide the CID equal input into design firm selection and the detailed design and construction plan development and the CID shall be invited to attend all meetings with the engineering consultant, GDOT, and the public.
4. For the Design and Permitting Phase of the Project:
 - (a) Utilizing the GTIB grant, the CID shall fund 100% of the costs for preparing a set of biddable Design and Construction Plans and GDOT Permitting, up to \$600,000; and
 - (b) the City shall pay all invoices to the engineering consultant for design fees. The City will periodically invoice the CID for reimbursement of design fees up to \$600,000. The CID shall issue payment to the City within thirty (30) days of receiving reimbursement from GTIB and after authorization of purchase orders or subsequent change orders from the engineering consultant; and
 - (c) for design fees that exceed a cumulative \$600,000, the City shall invoice the CID for the CID's share (50%) of all design and permitting fees that exceed a cumulative \$600,000. The CID shall pay the City for its 50% share of design fees that exceed

a cumulative \$600,000 within 30 days of receiving an invoice from the City.

5. For the Right-of-Way Acquisition Phase of the Project:
 - (a) The costs for the administration and fee simple acquisition of right-of-way, permanent or temporary easements, is estimated to be \$100,000; and
 - (b) the City will fund 100% of the actual costs including costs associated with condemnation, if required.
6. For the Construction and Utility Relocation Phase of the Project:
 - (a) The City and CID will equally share (50/50) in the cost of construction that exceeds the \$5,120,000 GDOT grant; and
 - (b) the City will responsible for 100% of the cost of utility relocations.
7. For Construction Engineering & Inspection ("CE&I") Phase services:
 - (a) The cost for CE&I is estimated to be \$212,000; and
 - (b) the CID and the City shall equally share (50/50) in all costs for CE&I Services; and
 - (c) if the City receives approval from GDOT as a "Local Let" agency, the City will be responsible for the oversight and administration of the CE&I; and
 - (d) an agreement between the City and the CID will be prepared prior to CE&I services commencing outlining City and CID's staff roles and responsibilities for this Project. The labor cost for both agencies for this work is included in 7.(b) above. The CID and City staff shall maintain the required qualifications and experience, including GDOT Approved Local Administered Program("LAP") training certificates, to provide CE&I services during the entire duration of this phase.

{Signatures on following page}

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

ATTEST:

CITY OF TUCKER, GEORGIA

CITY CLERK BONNIE WARNE

MAYOR FRANK AUMAN

Date: _____

**TUCKER SUMMIT COMMUNITY IMPROVEMENT
DISTRICT**

CHAIRMAN

Date: _____



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt
CC: Tami Hanlin, City Manager
Date: September 13, 2021
RE: Bid Award for ITB #2021-013 – MARTA Bus Pads and Sidewalks

Issue:

Bid award for ITB #2021-013 for the construction of MARTA bus pads and sidewalk at various locations.

Recommendation:

Staff recommends that the bid be awarded to Lagniappe Development Company in the amount of \$27,490.50.

Background:

City staff has worked closely with MARTA to identify, based on ridership numbers, the appropriate locations and treatments for bus shelters, benches, and sidewalk connections. This scope consists of the installation of concrete pads for three benches and two bus shelters, as well as two small sidewalk connections. The benches are included in the scope, but the shelters will be installed by MARTA after the pads are completed.

MARTA Shelter Concrete Pads		
#	Stop ID Number	Stop Name
1	213642	E PONCE DE LEON AVE @ 5830 – pad for future shelter
2	902222	MOUNTAIN IND. BLVD @ GREER CIR – pad and bench
3	901735	JULIETTE RD @ WOOD BEND DR – sidewalk only
4	902336	E PONCE DE LEON AVE @ N HAIRSTON RD – pad and sidewalk
5	901611	E PONCE DE LEON AVE@ROADHAVEN DR – pad and bench
6	902596	IDLEWOOD RD @ ELMDALE DR – pad and bench
7	901892	E PONCE DE LEON AVE @ ORCHARD PARK DR – sidewalk gap

Summary: Six bids were received:

<u>COMPANY</u>	<u>BID AMOUNT</u>
1. Lagniappe Development Co.	\$27,490.50
2. N.S.E.W. Inc	\$46,550.00
3. Zaveri Enterprises Inc	\$46,900.00
4. B.E. Guthrie Construction	39,950.00
5. Woodwind Construction Company Inc	\$57,500.00
6. Summit Construction Development LLC	\$73,833.25

Financial Impact:

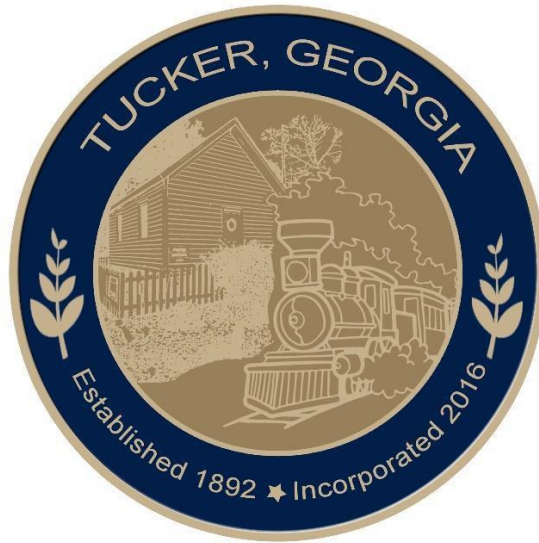
\$27,490.50 will be funded from the FY 2022 capital budget line item for MARTA bus pads.

City of Tucker

INVITATION TO BID

ITB # 2021 - 013

CONCRETE PADS AND SIDEWALKS FOR MARTA SHELTERS



City of Tucker Invitation to Bid

INVITATION:

The City of Tucker, Georgia is seeking competitive bids for a sidewalk construction contract. Proposals will be accepted until **1:00 p.m. EST on August 26, 2021**. Complete scope and other relevant information for **ITB 2020-013, Concrete Pads and Sidewalks for MARTA Shelters**, is available for download on the City of Tucker website at <http://tuckerga.gov> or send request via email to procurement@tuckerga.gov.

SCOPE OF WORK: Refer to Exhibit A.

PROPOSED SCHEDULE	
Bid Release	August 5, 2021
Pre-Proposal Conference	N/A
Deadline for Questions	August 17, 2021
Responses to Questions Posted:	August 19, 2021
Bid Deadline	August 26, 2021 @ 1:00 p.m. EST
Award at Council Meeting	September 13, 2021
Anticipated Notice to Proceed	September 17, 2021
Completion Date	December 30, 2021

QUESTIONS: Submit in writing to procurement@tuckerga.gov reference ITB #2020-013

SUBMITTAL REQUIREMENTS:

Submit your **ITB Response and Disclosure Form** electronically to: procurement@tuckerga.gov
Your response must be received by the date and time specified. On the subject line of the email write "RFP #2020-013". Please include vendor contact information.

Alternately, you may submit three (3) hard copies and one (1) flash drive to Tucker City Hall located at 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084 Attn: Procurement, ITB #2020-013.

Your response must be received by the date and time specified. Late receipt of bids will not be considered. Proposals received after the due opening time will be filed unopened. The City of Tucker reserves the right to reject any and all qualifications or any part and to waive any formalities or informalities to make an award in the best interest of the City. No proposals will be received orally, via phone, or fax responses.

Exhibit A
Project Specifications / Scope of Work
ITB #2020-013 Concrete Pads and Sidewalks for MARTA Shelters

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal sealed bids/proposals to construct concrete pads in five (5) locations, and sidewalk improvements in two (2) locations. MARTA shelters, or City benches, are to be installed at each of the five (5) pad locations. All MARTA shelters are to be installed by MARTA, and therefore should not be included in this bid. Some pads may require the relocation of existing signs and trash receptacles. The location of the concrete pads and sidewalk improvements can be found on the location map provided in Exhibit E.

All concrete pads are to be constructed per the following specifications.

GENERAL CONDITIONS

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

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

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications.

Bidder shall provide references demonstrating experience completing projects of similar scope.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by December 30, 2021. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 9:00AM to 4:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.)

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay unto completion.

The contractor shall provide a project progress schedule by subdivision prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every Friday by 2:00 PM, detailing scheduled activities for the following week.

BONDING AND INSURANCE REQUIREMENTS

For any bid equal to or greater than \$100,000 a performance and payment bond will be required by the successful contractor (see EXHIBIT D). Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall submit a Payment Bond for work being done by a subcontractor pursuant to O.C.G.A. § 36-91-70 and 90.

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered “incidental work” and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct his work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall always be provided ingress and egress unless otherwise specified by the City. The ingress and egress include entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall always maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor’s expense. At no time will the Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours, place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or

injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

Sewer manholes and water valves, if required, are to be adjusted by the DeKalb County Department of Watershed Management. The Contractor shall coordinate required utility adjustments with the City of Tucker.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Any existing or new debris shall be removed from gutters, sidewalks, yards, driveways, etc. within the project limits. Failure to perform clean-up activities may result in suspension of the work.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. Use Dekalb County GIS as a reference to verify right-of-way lines.
<https://dekalbgis.maps.arcgis.com/apps/webappviewer/index.html?id=f241af753f414cdfa31c1fdef0924584>
2. Construct concrete pads and sidewalks to meet minimum design and material specifications outlined in Detail Drawings No. CT100 and CT102
- 3.

MARTA Shelter Concrete Pads		
#	Stop ID Number	Stop Name
1	213642	E PONCE DE LEON AVE @ 5830 – pad for future shelter
2	902222	MOUNTAIN IND. BLVD @ GREER CIR – pad and bench
3	901735	JULIETTE RD @ WOOD BEND DR – sidewalk only
4	902336	E PONCE DE LEON AVE @ N HAIRSTON RD – pad and sidewalk
5	901611	E PONCE DE LEON AVE@ROADHAVEN DR – pad and bench
6	902596	IDLEWOOD RD @ ELMDALE DR – pad and bench
7	901892	E PONCE DE LEON AVE @ ORCHARD PARK DR – sidewalk gap

*Construction order is at the discretion of the contractor. No more than two (2) pads may be reconstructed simultaneously.

Exhibit B

Concrete Pads for MARTA Shelters Cost Estimate

LINE	ITEM	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	150-1010	LS	TRAFFIC CONTROL	1		
2	210-0100	LS	GRADING COMPLETE	1		
3	310-1101	TN	GR AGGR BS, INCL MATL	16		
4	441-0104	SY	CONC SIDEWALK, 4 IN	75		
5	500-3200	CY	CLASS B CONCRETE	10		
6	511-1000	LB	BAR REINF STEEL	500		
7	999-5200	EA	DETACHABLE WARNING SURFACE	1		
8		EA	NORTHGATE BENCH AND INSTALLATION (LEISURE CRAFT, OR EQUIVALENT)	3		
9		LS	EROSION CONTROL INSTALLATION & MAINTENANCE	1		
10		LS	GRASSING COMPLETE	1		
					TOTAL \$	

Company Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Contact Person: _____

Signature: _____

**In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

EXHIBIT C
CITY OF TUCKER DISCLOSURE FORM: ITB# 2020-013

BIDDERS MUST RETURN THIS FORM WHICH WILL BE ADDED TO SUBMITTED PROPOSAL

This form is for disclosure of campaign contributions and family member relations with City of Tucker officials/employees.

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder _____

Name and the official position of the Tucker Official to whom the campaign contribution was made. (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Tucker Official.

Amount/Value

Description

_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Tucker and your relation:

Signature

EXHIBIT D – BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at _____

(Corporation, Partnership and or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Tucker Georgia

(Name of Obligee)

1975 Lakeside Parkway, Suite 350

Tucker, Georgia 30084

(Address of Obligee)

Hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Tucker, Georgia, a proposal for furnishing materials, labor and equipment for:

Concrete Pads and Sidewalks for MARTA Shelters

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Tucker, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36- 86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 2021

ATTEST:

(Principal Secretary)

(SEAL)

(Principal)

BY:

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)





(Witness as to Surety)

(Address)

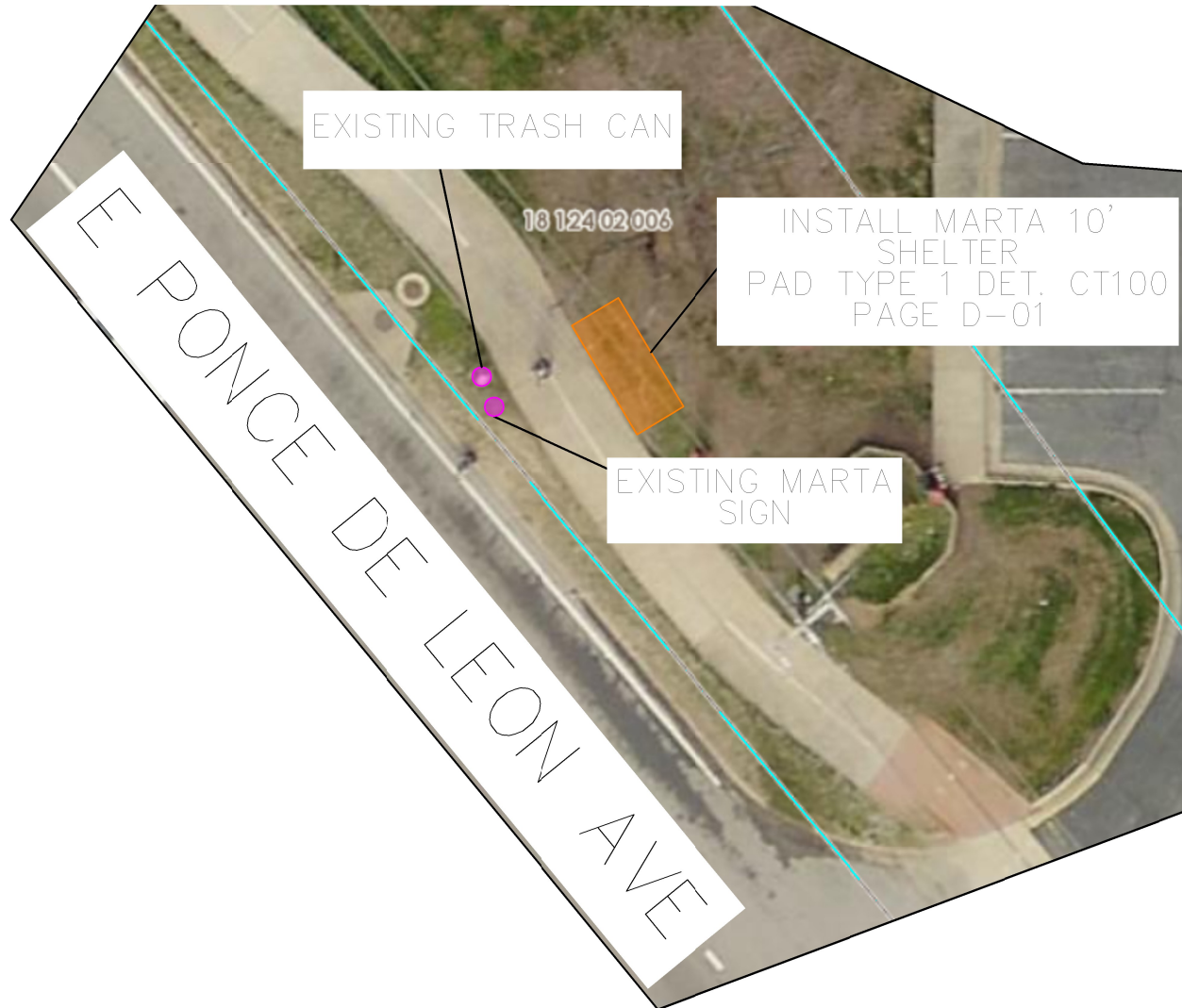
EXHIBIT E – LOCATION MAP

[HTTPS://EARTH.GOOGLE.COM/EARTH/D/1CLXD9QWKDB5OVRTSN1JFT3GKTWQNMNS1?USP=SHARING](https://earth.google.com/earth/d/1CLXD9QWKDB5OVRTSN1JFT3GKTWQNMNS1?USP=SHARING)



LEGEND:  PROPOSED CONCRETE PAD  OBSTRUCTIONS/UTILITIES  PROPERTY LINE  EXISTING PAD/ SIDEWALK	REVISIONS		STATE	PROJECT
			GA	

MARTA STOP 213642 (E PONCE DE LEON AVE. @ 5830)



NOTES





- (1) REFER TO MARTA DET CT100 FOR PAD CONSTRUCTION SPECIFICATIONS.
(2) EXACT LOCATION OF CONCRETE PAD MAY VARY SLIGHTLY BASED ON EXISTING TERRAIN AND UTILITIES
- (3) BUS SHELTER, BENCH, AND TRASH RECEPTACLE TO BE INSTALLED AT LATER DATE BY MARTA.



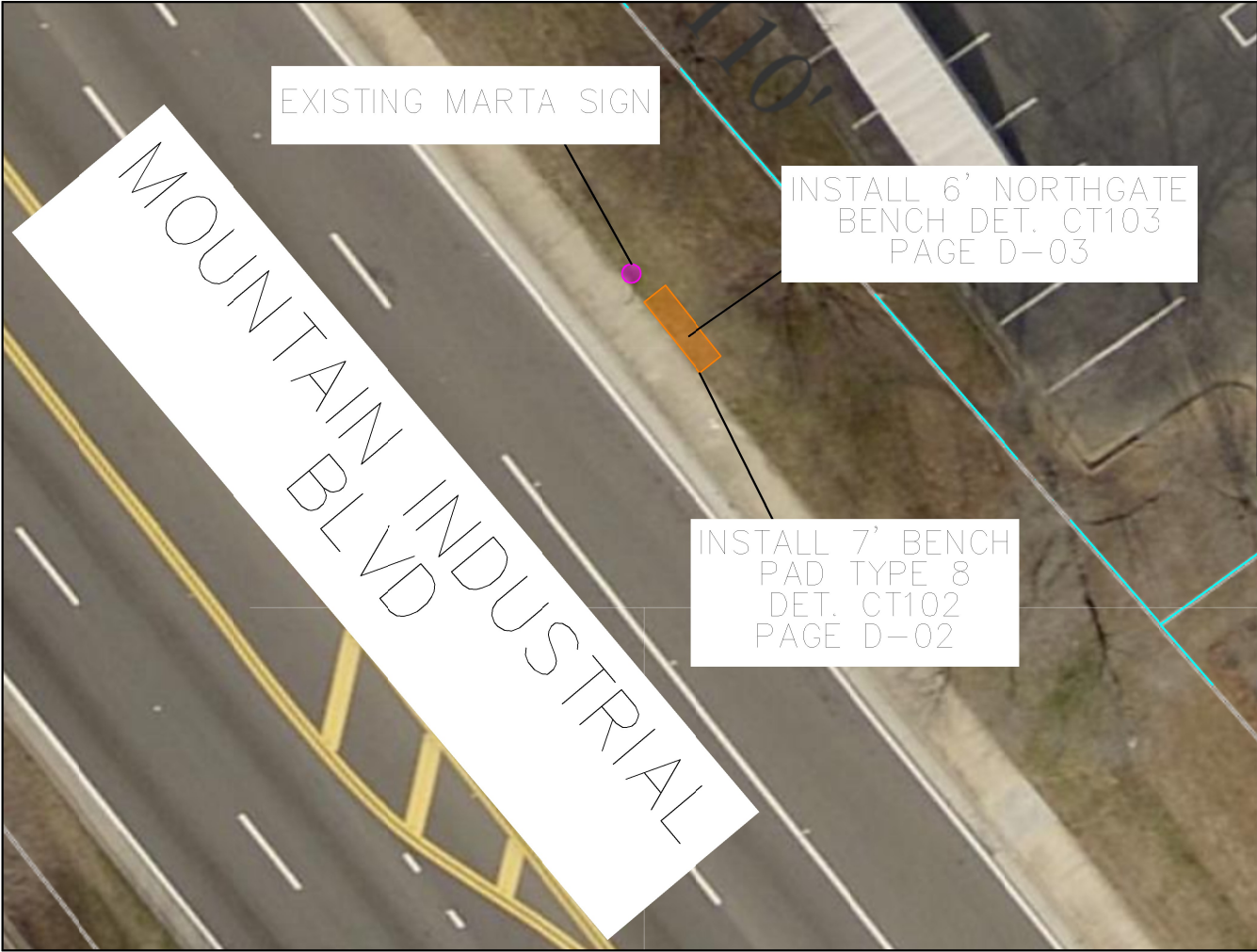
CITY OF TUCKER

MARTA BUS STOP RENOVATIONS





C-01

LEGEND:  PROPOSED CONCRETE PAD  OBSTRUCTIONS/UTILITIES  PROPERTY LINE  EXISTING PAD/ SIDEWALK	REVISIONS		STATE	PROJECT
			GA	

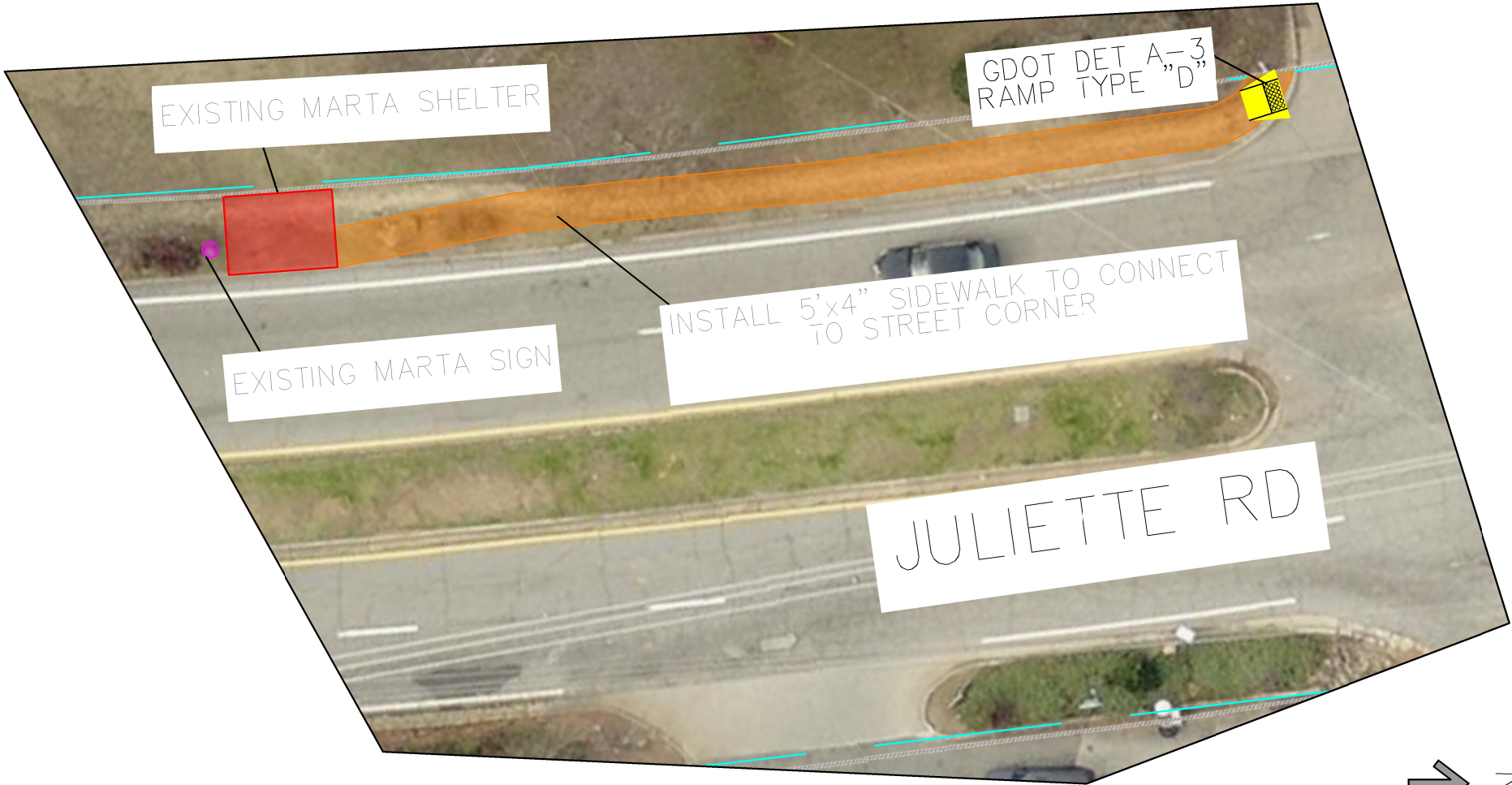
MARTA STOP 202222 (MOUNTAIN IND. BLVD. @ GREER CIR)

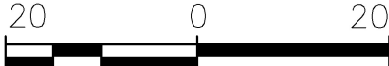






<div>NOTES</div> <div><div>(1) REFER TO MARTA DET CT102 FOR PAD CONSTRUCTION SPECIFICATIONS.</div><div>(2) EXACT LOCATION OF CONCRETE PAD MAY VARY SLIGHTLY BASED ON EXISTING TERRAIN AND UTILITIES</div><div>(3) TRASH RECEPTACLE TO BE INSTALLED AT A LATER DATE.</div></div>		<div><div><div>20020</div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div>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LEGEND:  PROPOSED CONCRETE PAD  OBSTRUCTIONS/UTILITIES  PROPERTY LINE  EXISTING PAD/ SIDEWALK	REVISIONS		STATE	PROJECT
			GA	

MARTA STOP 901735 (JULIETTE RD. & WOOD BEND DR.)

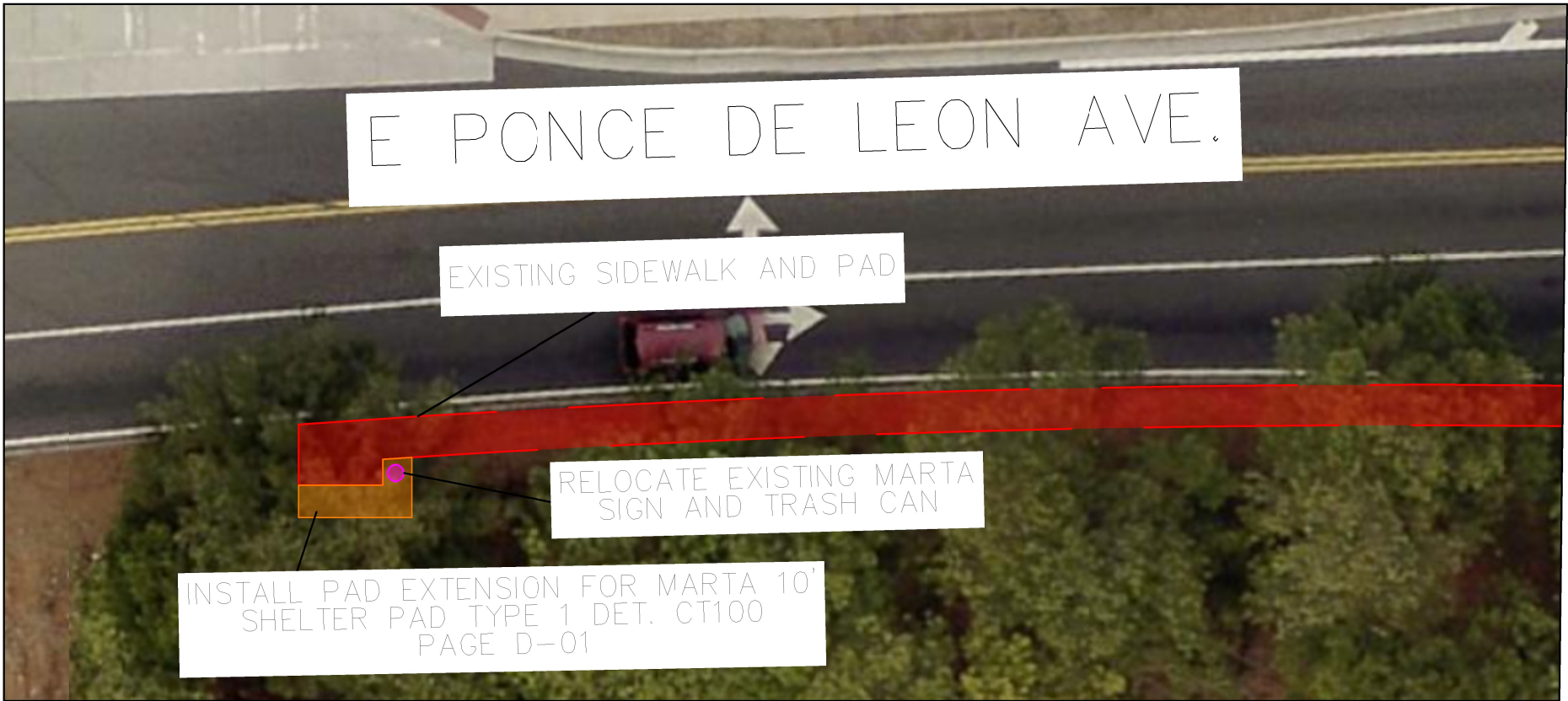



NOTES	 SCALE: 1" = 20'	CITY OF TUCKER	
		MARTA BUS STOP RENOVATIONS	
		Page 185 of 297	
			C-03





LEGEND:  PROPOSED CONCRETE PAD  OBSTRUCTIONS/UTILITIES  PROPERTY LINE  EXISTING PAD/ SIDEWALK	REVISIONS		STATE	PROJECT
			GA	

MARTA STOP 902336

(E PONCE DE LEON AND N HAIRSTON RD.)

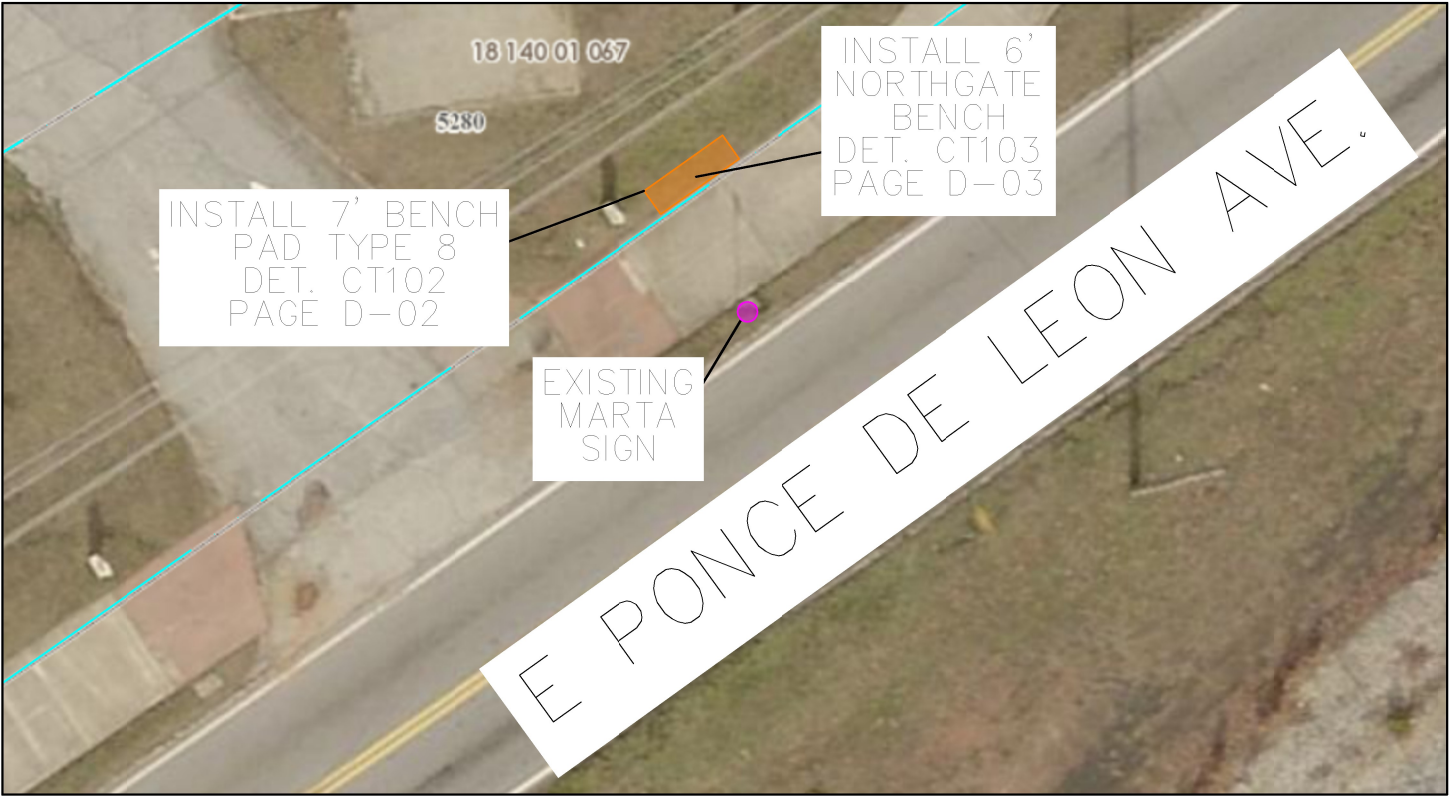


<div>NOTES</div> <div><div>(1) REFER TO MARTA DET CT100 FOR PAD CONSTRUCTION SPECIFICATIONS.</div><div>(2) EXACT LOCATION OF CONCRETE PAD MAY VARY SLIGHTLY BASED ON EXISTING TERRAIN AND UTILITIES</div><div>(3) BUS SHELTER, BENCH, AND TRASH RECEPTACLE TO BE INSTALLED AT LATER DATE BY MARTA.</div></div>		<div><div><div>20</div><div>0</div><div>20</div></div><div></div><div>SCALE: 1" = 20'</div></div>	<div>CITY OF TUCKER</div> <div>MARTA BUS STOP RENOVATIONS</div> <div>C-04</div>
Page 186 of 297			

LEGEND:  PROPOSED CONCRETE PAD  OBSTRUCTIONS/UTILITIES  PROPERTY LINE  EXISTING PAD/ SIDEWALK	REVISIONS		STATE	PROJECT
			GA	

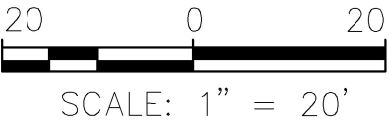
MARTA STOP 901611

(E PONCE DE LEON AVE. AND ROADHAVEN DR.)



NOTES





- (1) REFER TO MARTA DET CT102 FOR PAD CONSTRUCTION SPECIFICATIONS.
- (2) EXACT LOCATION OF CONCRETE PAD MAY VARY SLIGHTLY BASED ON EXISTING TERRAIN AND UTILITIES
- (3) TRASH RECEPTACLE TO BE INSTALLED AT A LATER DATE.



CITY OF TUCKER

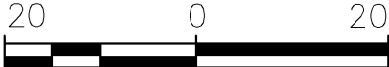
MARTA BUS STOP RENOVATIONS





C-06

LEGEND:  PROPOSED CONCRETE PAD  OBSTRUCTIONS/UTILITIES  PROPERTY LINE  EXISTING PAD/ SIDEWALK	REVISIONS		STATE	PROJECT
			GA	

MARTA STOP 902596 (IDLEWOOD RD. AND ELMDALE DR.)



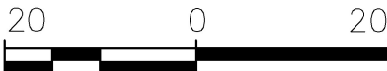
NOTES (1) REFER TO MARTA DET CT102 FOR PAD CONSTRUCTION SPECIFICATIONS. (2) EXACT LOCATION OF CONCRETE PAD MAY VARY SLIGHTLY BASED ON EXISTING TERRAIN AND UTILITIES	 SCALE: 1" = 20'	CITY OF TUCKER	
		MARTA BUS STOP RENOVATIONS	
		C-07	

LEGEND:  PROPOSED CONCRETE PAD  OBSTRUCTIONS/UTILITIES  PROPERTY LINE  EXISTING PAD/ SIDEWALK	REVISIONS		STATE	PROJECT
			GA	

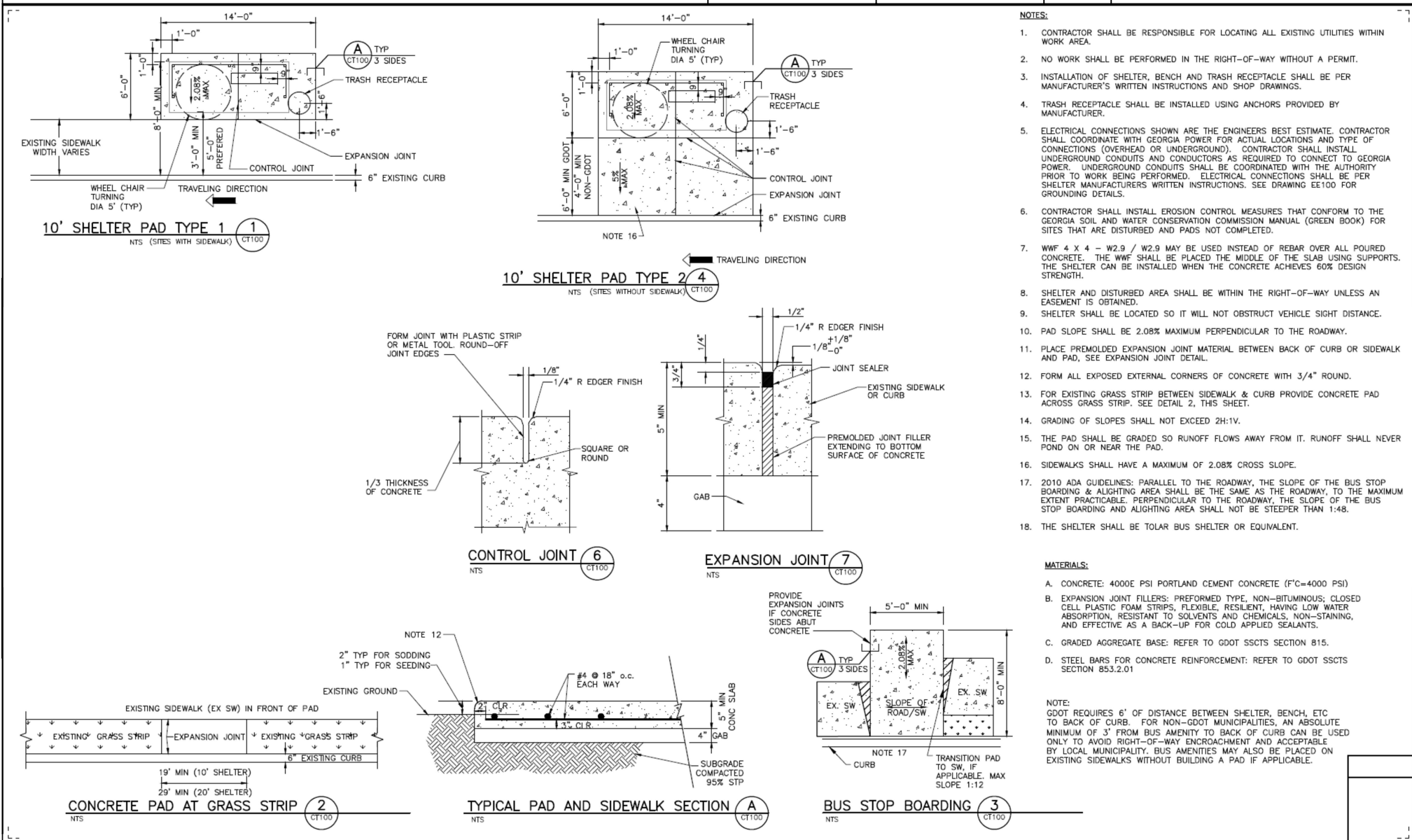
MARTA STOP 901892

(E PONCE DE LEON AVE. AND ORCHARD PARK DR.)



<div>NOTES</div> <div>(1) SIDEWALK DIMENSIONS WILL BE BASED OFF EXISTING</div>	<div><div><div>20020</div><div></div><div>SCALE: 1" = 20'</div></div></div>	CITY OF TUCKER	
		MARTA BUS STOP RENOVATIONS	
		Page 189 of 297	C-08

LEGEND:	REVISIONS		STATE	PROJECT
			GA	



NOTES	NTS	CITY OF TUCKER	
		MARTA BUS STOP RENOVATIONS	
		DETAIL CT100	D-01

LEGEND:

REVISIONS

STATE

PROJECT

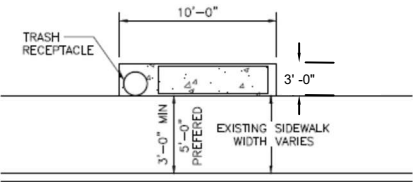
GA

NOTES:

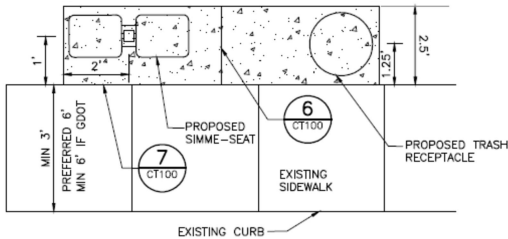
1. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES WITHIN WORK AREA.
2. NO WORK SHALL BE PERFORMED IN THE RIGHT-OF-WAY WITHOUT A PERMIT.
3. INSTALLATION OF SHELTER, BENCH AND TRASH RECEPTACLE SHALL BE PER MANUFACTURER'S WRITTEN INSTRUCTIONS AND SHOP DRAWINGS.
4. TRASH RECEPTACLE SHALL BE INSTALLED USING ANCHORS PROVIDED BY MANUFACTURER.
5. ELECTRICAL CONNECTIONS SHOWN ARE THE ENGINEERS BEST ESTIMATE. CONTRACTOR SHALL COORDINATE WITH GEORGIA POWER FOR ACTUAL LOCATIONS AND TYPE OF CONNECTIONS (OVERHEAD OR UNDERGROUND). CONTRACTOR SHALL INSTALL UNDERGROUND CONDUITS AND CONDUCTORS AS REQUIRED TO CONNECT TO GEORGIA POWER. UNDERGROUND CONDUITS SHALL BE COORDINATED WITH THE AUTHORITY PRIOR TO WORK BEING PERFORMED. ELECTRICAL CONNECTIONS SHALL BE PER SHELTER MANUFACTURER'S WRITTEN INSTRUCTIONS. SEE DRAWING EE100 FOR GROUNDING DETAILS.
6. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES THAT CONFORM TO THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION MANUAL (GREEN BOOK) FOR SITES THAT ARE DISTURBED AND PADS NOT COMPLETED.
7. WWF 4 X 4 - W2.9 / W2.9 MAY BE USED INSTEAD OF REBAR OVER ALL POURED CONCRETE. THE WWF SHALL BE PLACED THE MIDDLE OF THE SLAB USING SUPPORTS. THE SHELTER CAN BE INSTALLED WHEN THE CONCRETE ACHIEVES 60% DESIGN STRENGTH.
8. SHELTER AND DISTURBED AREA SHALL BE WITHIN THE RIGHT-OF-WAY UNLESS AN EASEMENT IS OBTAINED.
9. SHELTER SHALL BE LOCATED SO IT WILL NOT OBSTRUCT VEHICLE SIGHT DISTANCE.
10. PAD SLOPE SHALL BE 2.08% MAXIMUM PERPENDICULAR TO THE ROADWAY.
11. PLACE PREMOLED EXPANSION JOINT MATERIAL BETWEEN BACK OF CURB OR SIDEWALK AND PAD, SEE EXPANSION JOINT DETAIL.
12. FORM ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" ROUND.
13. FOR EXISTING GRASS STRIP BETWEEN SIDEWALK & CURB PROVIDE CONCRETE PAD ACROSS GRASS STRIP. SEE DETAIL 2, THIS SHEET.
14. GRADING OF SLOPES SHALL NOT EXCEED 2H:1V.
15. THE PAD SHALL BE GRADED SO RUNOFF FLOWS AWAY FROM IT. RUNOFF SHALL NEVER POND ON OR NEAR THE PAD.
17. 2010 ADA GUIDELINES: PARALLEL TO THE ROADWAY, THE SLOPE OF THE BUS STOP BOARDING & ALIGHTING AREA SHALL BE THE SAME AS THE ROADWAY, TO THE MAXIMUM EXTENT PRACTICABLE. PERPENDICULAR TO THE ROADWAY, THE SLOPE OF THE BUS STOP BOARDING AND ALIGHTING AREA SHALL NOT BE STEEPER THAN 1:48.
18. THE SHELTER SHALL BE TOLAR BUS SHELTER OR EQUIVALENT.

MATERIALS:

- A. CONCRETE: 4000E PSI PORTLAND CEMENT CONCRETE (F'C=4000 PSI)
- B. EXPANSION JOINT FILLERS: PREFORMED TYPE, NON-BITUMINOUS; CLOSED CELL PLASTIC FOAM STRIPS, FLEXIBLE, RESILIENT, HAVING LOW WATER ABSORPTION, RESISTANT TO SOLVENTS AND CHEMICALS, NON-STAINING, AND EFFECTIVE AS A BACK-UP FOR COLD APPLIED SEALANTS.
- C. GRADED AGGREGATE BASE: REFER TO GDOT SSCS SECTION 815.
- D. STEEL BARS FOR CONCRETE REINFORCEMENT: REFER TO GDOT SSCS SECTION 853.2.01



7' BENCH PAD TYPE 8 (2) NTS (SITES WITH SIDEWALK) CT102



SIMME-SEAT DETAIL (3) 1" = 2'-0" CT102

NOTE:
GDOT REQUIRES 6' OF DISTANCE BETWEEN SHELTER, BENCH, ETC TO BACK OF CURB. FOR NON-GDOT MUNICIPALITIES, AN ABSOLUTE MINIMUM OF 3' FROM BUS AMENITY TO BACK OF CURB CAN BE USED ONLY TO AVOID RIGHT-OF-WAY ENCROACHMENT AND ACCEPTABLE BY LOCAL MUNICIPALITY. BUS AMENITIES MAY ALSO BE PLACED ON EXISTING SIDEWALKS WITHOUT BUILDING A PAD IF APPLICABLE.

NOTES

NTS


CITY OF TUCKER

MARTA BUS STOP RENOVATIONS

DETAIL CT102 D-02

LEGEND:	REVISIONS		STATE	PROJECT
			GA	

Leisure Craft Inc. • Northgate Bench



HOME

ONLINE CATALOG

REQUEST A CATALOG


PAYMENT & SHIPPING

COLOR & STYLES

CONTACT US

XXXcategories • benches • northgate bench

Northgate Bench



Features

- Straight back
- Cast iron legs
- 1½" steel bench straps
- Pre-drilled mounting holes
- Thermoplastic coated
- Other sizes available

Color

Black

Model

6'

Weight

260 lbs

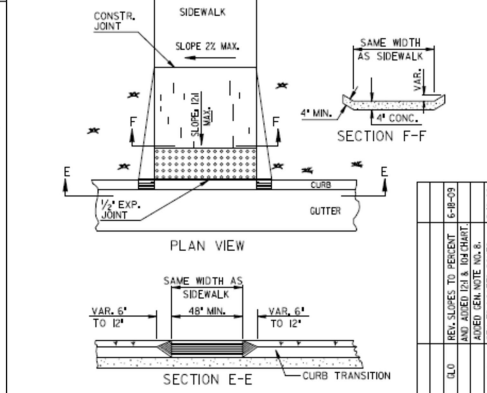
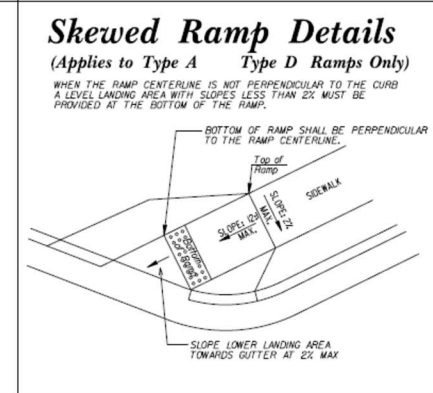
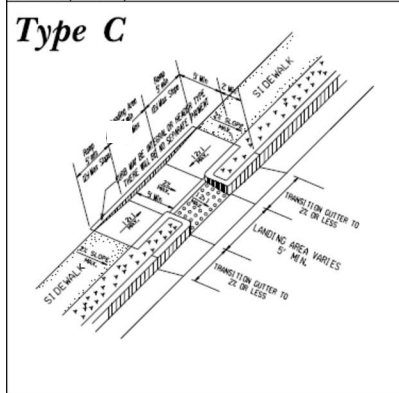
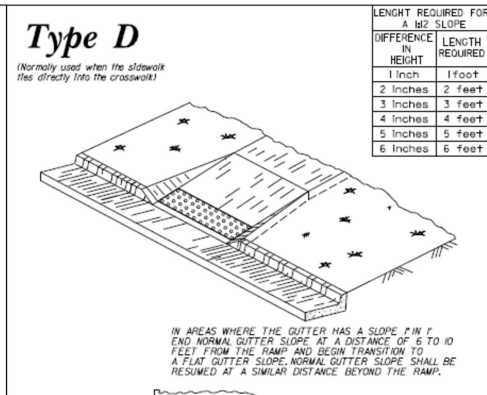
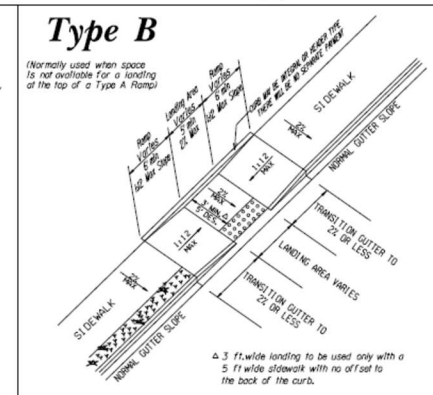
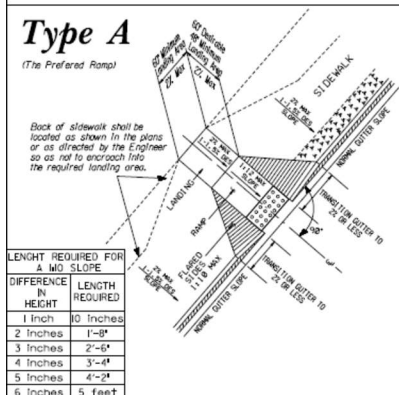
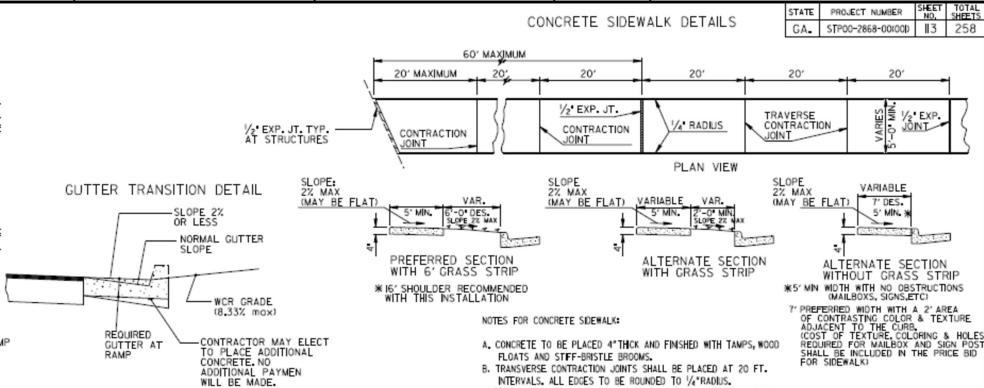
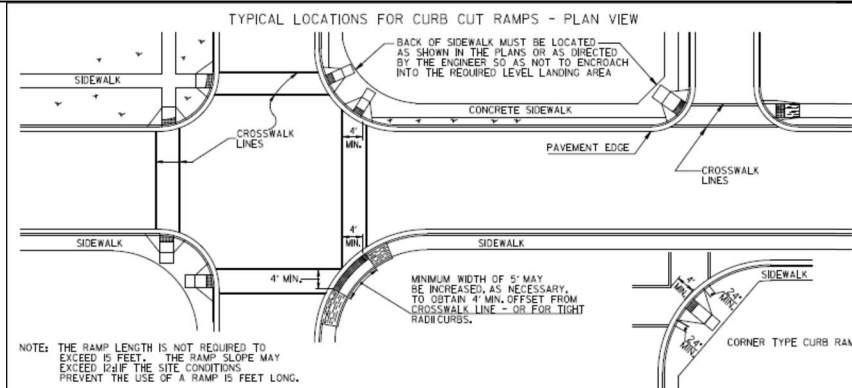
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For pricing, shipping quotes, orders or questions call our
Customer Service Center at 1-800-633-8241.[®]
[8-5 M-F EST].

For color, style and mounting questions please visit our [color and style](#) page. Answers to common shipping or payment questions can be found on our [shipping and pricing](#) page. If you would prefer to e-mail our Customer Service Department, you may at our [contact](#) page.

NOTES	NTS	CITY OF TUCKER	
		MARTA BUS STOP RENOVATIONS	
		DETAIL CT103	D-03
Page 192 of 297			

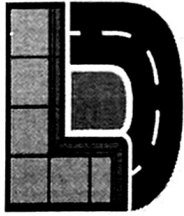
LEGEND:	REVISIONS		STATE	PROJECT
			GA	



<p>NOTES FOR CONCRETE SIDEWALKS:</p> <p>A. CONCRETE TO BE PLACED 4" THICK AND FINISHED WITH TAMPS, WOOD FLOATS AND STIFF-BRISTLE BROOMS.</p> <p>B. TRANSVERSE CONTRACTION JOINTS SHALL BE PLACED AT 20 FT. INTERVALS. ALL EDGES TO BE ROUNDED TO 1/4" RADIUS.</p> <p>C. 1/2" EXPANSION JOINTS SHALL BE PLACED WHERE SIDEWALK TIE INTO A STRUCTURE OR TERMINATE AT CURB, RAMPS OR DRIVEWAYS AND AT 60' INTERVALS.</p>		<p>NOTES FOR CURB CUT RAMPS:</p> <p>1. CURB CUT RAMPS WILL BE LOCATED AS FOLLOWS UNLESS PLANS OR CONTRACT SPECIFY OTHERWISE.</p> <p>a) AT ALL PEDESTRIAN CROSSWALKS WHERE CURB IS CONSTRUCTED OR REPLACED.</p> <p>b) WHERE THE SIDEWALK, CONCRETE OR UNPAVED, IS INTERRUPTED BY THE CURB AT TURNOUTS OR AT INTERSECTIONS.</p> <p>c) AT OTHER LOCATIONS SUCH AS HOSPITALS, NURSING HOMES, REST AREAS, ETC., WHERE THE CURB WOULD OTHERWISE BE AN OBSTRUCTION TO THE PHYSICALLY DISABLED.</p> <p>2. RAMPS WILL BE CONSTRUCTED FROM CONCRETE. SPECIFICATIONS FOR RAMPS WILL BE THE SAME AS FOR CONCRETE SIDEWALK. RAMPS SHALL HAVE EITHER A ROUGH OR A TEXTURED FINISH.</p> <p>3. DROP INLETS ARE NOT TO BE LOCATED DIRECTLY IN FRONT OF RAMPS. CATCH BASINS SHOULD BE LOCATED AT LEAST 10 FT. FROM RAMPS WHEN FEASIBLE.</p> <p>4. WHERE RAMPS ARE LOCATED IN RADII, THE DIMENSIONS SHOWN FOR RAMP WIDTHS AND TAPER ARE MEASURED PERPENDICULAR TO THE RAMP AND NOT ALONG THE CURVE.</p> <p>5. WHERE UTILITY STRUCTURES CONFLICT, WHERE SIDEWALK GEOMETRY VARIES, AT SKewed INTERSECTIONS, OR IN OTHER SPECIAL CASES, THE RAMP DESIGN MAY BE MODIFIED BY THE DESIGNER OR ENGINEER, PROVIDED THAT THE WIDTH REMAINS A MINIMUM OF 48 INCHES, AND NO SLOPE ON THE ACCESSIBLE PART OF THE RAMP IS STEEPER THAN 12:1.</p> <p>6. LIN. FT. OF CURB AND GUTTER WILL INCLUDE THE TRANSITIONED CURB IN FRONT OF RAMPS, SO, YDS. OF CONCRETE SIDEWALK AND CONCRETE MEDIAN PAVING WILL INCLUDE RAMPS. NO ADDITIONAL PAYMENT WILL BE MADE FOR CURB RAMPS. NO ADDITIONAL PAYMENT WILL BE MADE FOR SAVING AND REMOVING EXISTING SIDEWALK OR CURB WHERE NECESSARY FOR RAMP CONSTRUCTION.</p> <p>7. WHEN A CURB RAMP IS PLACED ON EXISTING PAVEMENT, THE PAVEMENT SHALL BE REMOVED TO PROVIDE A MINIMUM THICKNESS OF 3 INCHES OF CONCRETE AT ALL LOCATIONS. NO SEPARATE PAYMENT WILL BE MADE FOR REMOVAL OF THE PAVEMENT.</p> <p>8. DETECTABLE WARNING SURFACES ARE REQUIRED ON ALL INTERSECTIONS WITH PUBLIC STREETS, SIGNALIZED COMMERCIAL DRIVEWAYS, AND COMMERCIAL DRIVEWAYS WITH AN ADOT OF 25 YPD.</p>	
<p>This Detail Replaces Ga Standard 9031W</p> <p><i>Guidelines For Usage On Metric Projects</i></p> <p>When these details are incorporated into plans and or projects that are being prepared or constructed, in metric units, exact or precise conversion to metric units is not required. The dimensions shown that are in feet and inches may be converted to corresponding metric units using the following: "Rounded-off" conversion factors: 1"=25.4mm, 4"=100mm, and 12"=300mm. All measurement notes that refer to linear feet and square yards shall be interpreted to mean linear meters and square meters.</p>		<p>DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA</p> <p>SPECIAL DETAIL CONCRETE SIDEWALK DETAILS CURB CUT (WHEELCHAIR) RAMPS</p>	
<p>NO SCALE</p>		<p>MARCH 12, 2002</p>	
<p>NUMBER A3</p>			

NOTES

NTS



LAGNIAPPE DEVELOPMENT CO., INC.

1190 W. Shadburn Ave, Buford, GA 30518

Phone: (770) 318-9006

Fax: (855) 420-6031

Email: b.mcconnell@lagniappedev.com

GDOT #2LA101

SEALED BID

RFP #2021-013

City of Tucker

Tucker City Hall

1975 Lakeside Pkwy, Ste 350

Tucker, GA 30085

Attn: Procurement, ITB #2021-013

City of Tucker

Invitation to Bid
ITB #2021-013

CONCRETE PADS & SIDEWALKS FOR MARTA SHELTERS



City of Tucker Invitation to Bid
ITB # 2021-013
Concrete Pads and Sidewalks For Marta Shelters

INVITATION:

The City of Tucker, Georgia is seeking competitive bids for Concrete Pads and Sidewalks for Marta Shelters. Proposals will be accepted until **1:00 p.m. EST on August 26, 2021**. Complete scope and other relevant information for **ITB #2021-013, Concrete Pads and Sidewalks for MARTA Shelters**, is available for download on the City of Tucker website at <http://tuckerga.gov> or send request via email to procurement@tuckerga.gov.

PROPOSED SCHEDULE	
Bid Release	August 5, 2021
Pre-Proposal Conference	N/A
Deadline for Questions	August 17, 2021
Responses to Questions Posted:	August 19, 2021
Bid Deadline	August 26, 2021 @ 1:00 p.m. EST
Award at Council Meeting	September 13, 2021
Anticipated Notice to Proceed	September 17, 2021
Completion Date	December 30, 2021

SCOPE OF WORK: Refer to Exhibit A.

QUESTIONS: Submit in writing to procurement@tuckerga.gov reference ITB #2021-013

SUBMITTAL REQUIREMENTS: Submit your **ITB Response and Disclosure Form** electronically to: procurement@tuckerga.gov. Your response must be received by the date and time specified. On the subject line of the email write "RFP #2021-013". Please include vendor contact information.

Alternately, you may mail submit two (2) hard copies and one (1) flash drive to Tucker City Hall located at 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084 Attn: Procurement, ITB #2021-013.

Your response must be received by the date and time specified. Late receipt of bids will not be considered regardless of postmark/carrier or email issues. Proposals received after the due opening time will be filed unopened. The City of Tucker reserves the right to reject any and all qualifications or any part and to waive any formalities or informalities to make an award in the best interest of the City. No proposals will be received orally or via phone responses.

Exhibit A
Project Specifications / Scope of Work
ITB #2021-013 Concrete Pads and Sidewalks for MARTA Shelters

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal sealed bids/proposals to construct concrete pads in five (5) locations, and sidewalk improvements in two (2) locations. MARTA shelters, or City benches, are to be installed at each of the five (5) pad locations. All MARTA shelters are to be installed by MARTA, and therefore should not be included in this bid. Some pads may require the relocation of existing signs and trash receptacles. The location of the concrete pads and sidewalk improvements can be found on the location map provided in Exhibit E.

All concrete pads are to be constructed per the following specifications.

GENERAL CONDITIONS

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

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

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications.

Bidder shall provide references demonstrating experience completing projects of similar scope.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by December 30, 2021. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 9:00AM to 4:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.)

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay unto completion.

The contractor shall provide a project progress schedule by subdivision prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every Friday by 2:00 PM, detailing scheduled activities for the following week.

BONDING AND INSURANCE REQUIREMENTS

For any bid equal to or greater than \$100,000 a performance and payment bond will be required by the successful contractor (see EXHIBIT D). Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall submit a Payment Bond for work being done by a subcontractor pursuant to O.C.G.A. § 36-91-70 and 90.

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct his work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall always be provided ingress and egress unless otherwise specified by the City. The ingress and egress include entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall always maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will the Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours, place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or

injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

Sewer manholes and water valves, if required, are to be adjusted by the DeKalb County Department of Watershed Management. The Contractor shall coordinate required utility adjustments with the City of Tucker.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Any existing or new debris shall be removed from gutters, sidewalks, yards, driveways, etc. within the project limits. Failure to perform clean-up activities may result in suspension of the work.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. Use Dekalb County GIS as a reference to verify right-of-way lines.
<https://dekalbgis.maps.arcgis.com/apps/webappviewer/index.html?id=f241af753f414cdfa31c1fdef0924584>
2. Construct concrete pads and sidewalks to meet minimum design and material specifications outlined in Detail Drawings No. CT100 and CT102
- 3.

MARTA Shelter Concrete Pads		
#	Stop ID Number	Stop Name
1	213642	E PONCE DE LEON AVE @ 5830 – pad for future shelter
2	902222	MOUNTAIN IND. BLVD @ GREER CIR – pad and bench
3	901735	JULIETTE RD @ WOOD BEND DR – sidewalk only
4	902336	E PONCE DE LEON AVE @ N HAIRSTON RD – pad and sidewalk
5	901611	E PONCE DE LEON AVE@ROADHAVEN DR – pad and bench
6	902596	IDLEWOOD RD @ ELMDALE DR – pad and bench
7	901892	E PONCE DE LEON AVE @ ORCHARD PARK DR – sidewalk gap

*Construction order is at the discretion of the contractor. No more than two (2) pads may be reconstructed simultaneously.

Exhibit B: Cost Estimate

ITB# 2021-013 Concrete Pads for MARTA Shelters

LINE	ITEM	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	150-1010	LS	TRAFFIC CONTROL	1	\$900.00	\$900.00
2	210-0100	LS	GRADING COMPLETE	1	\$4,150.00	\$4,150.00
3	310-1101	TN	GR AGGR BS, INCL MATL	16	\$125.00	\$2,000.00
4	441-0104	SY	CONC SIDEWALK, 4 IN	75	\$59.86	\$4,489.50
5	500-3200	CY	CLASS B CONCRETE	10	\$500.00	\$5,000.00
6	511-1000	LB	BAR REINF STEEL	500	\$3.90	\$1,950.00
7	999-5200	EA	DETACHABLE WARNING SURFACE	1	\$500.00	\$500.00
8		EA	NORTHGATE BENCH AND INSTALLATION (LEISURE CRAFT, OR EQUIVALENT)	3	\$2,067.00	\$6,201.00
9		LS	EROSION CONTROL INSTALLATION & MAINTENANCE	1	\$750.00	\$750.00
10		LS	GRASSING COMPLETE	1	\$1,200.00	\$1,200.00
					TOTAL \$	\$27,490.50

Full Legal Name of Company: Lagniappe Development Co., Inc.

Address: 1190 W. Shadburn Ave., Buford, GA 30518

Phone Number: 770-634-8088

Email Address: j.avra@lagniappedev.com

Contact Person: Jessica Avra

Title: President FEIN: 58-2567331

Signature:  DATE: 08/24/2021

**In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

NOTE: The following is required upon Notice of Award: W-9, Certificate of Insurance, GA Security & Immigration Compliance Act Contractor Affidavit, and Addendum Acknowledgments

ITB# 2021-013 EXHIBIT C
CITY OF TUCKER DISCLOSURE FORM:

BIDDERS MUST RETURN THIS FORM WHICH WILL BE ADDED TO SUBMITTED PROPOSAL

This form is for disclosure of campaign contributions and family member relations with City of Tucker officials/employees.

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder Lagniappe Development Co., Inc.

Name and the official position of the Tucker Official to whom the campaign contribution was made. (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

None

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Tucker Official.

Amount/Value

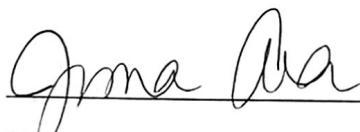
Description

None

None

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Tucker and your relation:

None



Signature

ITB 2021-013 EXHIBIT D – BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) Lagniappe Development Co., Inc.

(Address of Contractor) at 1190 W. Shadburn Ave., Buford, GA 30518

(Corporation, Partnership and or Individual) hereinafter called Principal, and

FCCI Insurance Group
(Name of Surety)

6300 University Pkwy, Sarasota FL 34240
(Address of Surety)

A corporation of the State of Georgia, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Tucker Georgia
(Name of Obligee)
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30084
(Address of Obligee)

Hereinafter referred to as Obligee, in the penal sum of Twenty Seven Thousand, Four Hundred Ninety 50/xx Dollars (\$ 27,490.50) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Tucker, Georgia, a proposal for furnishing materials, labor and equipment for:

ITB 2021-013 Concrete Pads and Sidewalks for MARTA Shelters

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Tucker, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36- 86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 23 day of August A.D., 2021

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY: Scott K Lewis
(Attorney-in-Fact) and Resident Agent
Scott K Lewis

(Attorney-in-Fact)

(Seal)

(Address)
11675 Great Oaks Way, Alpharetta GA 30022

(Witness as to Surety)

Michelle Zide
(Address)

11675 Great Oaks Way, Alpharetta GA 30022

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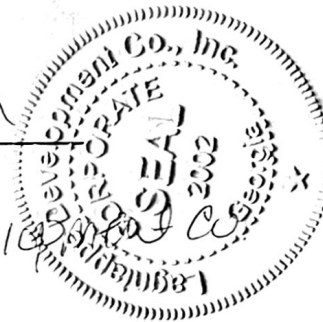
(Principal)

BY: Lanniapp Development Co., Inc.

1190 W Shadburn Ave

(Address)

Burfield GA 30578





MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt
CC: Tami Hanlin, City Manager
Date: September 13, 2021
RE: Contract Award – Engineering Design Services for Mountain Industrial Boulevard @ US 78

Issue:

Contract Award for RFP #2021-011 – Engineering Design Services for Mountain Industrial Boulevard @ US 78

Recommendation:

Staff recommends awarding the contract to One Atlas in the amount of \$698,859.50.

Background:

The interchange of Mountain Industrial Boulevard at US 78 has the highest number of traffic accidents in the city. Crash data shows that there were almost 1,000 accidents in a 5-year period resulting in 262 injuries. A traffic study from several years ago, funded by the Tucker Summit CID, recommends the following improvements:

- Realign the US 78 off ramps to provide better sight distance.
- Traffic signal improvements at both interchange signals.
- Install a narrow median between Greer Circle and Elmdale Drive with median openings at major intersections.

Georgia DOT has agreed to fund up to \$5.12M for construction based on this approved traffic study.

The Tucker Summit CID applied for and received a grant from the Georgia Transportation Infrastructure Bank which will reimburse them up to \$600,000 for engineering design.

Summary:

Seven responses were received. It is the unanimous recommendation of the evaluation committee that the contract be awarded to Atlas Technical Consultants for \$698,859.50.

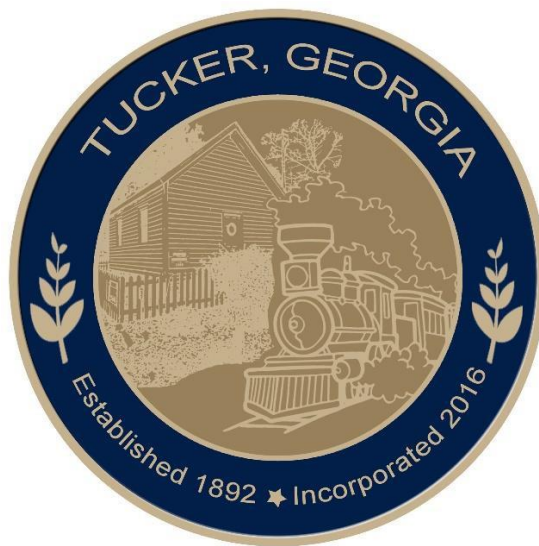
Financial Impact:

The City will be responsible for \$49,429.75 with the remainder to be reimbursed by the Tucker Summit CID.

City of Tucker

Request for Proposals
RFP #2021-011

Professional Engineering Design Services For
Roadway & Ramp Improvements: Mountain
Industrial Boulevard @ US 78



City of Tucker Request for Proposals

Proposals Due: Thursday, July 22, 2021 @ 1:00PM EST

INVITATION

The City of Tucker is now accepting proposals for qualified professional service providers to provide professional engineering design services for the City of Tucker. Proposals will be accepted **electronically** at procurement@tuckerga.gov **until 1:00PM (EST) on Thursday, July 22, 2021**. Proposals will be considered from any professional firm, including sub-consultants, with experience and success in providing professional engineering services for local government and who are GDOT pre-qualified in the following Area Class categories: 1.06 (a) thru (f), 1.09, 1.10, 3.02, 3.03, 3.05, 3.06, 3.07, 3.09, 3.10, 3.15, 5.01, 5.02 and 9.01.

Proposed Schedule	
Release of RFP	July 1, 2021
Pre-Proposal Conference	July 8, 2021 @ 3:00 PM (Zoom link below)
Deadline for Questions	July 13, 2021 @ 5:00 PM
Response(s) To Questions and/or Addendum(s) Posted	July 15, 2021
Deadline for Proposals	July 22, 2021 @ 1:00 PM
Interviews (if applicable)	Week of August 9th
Negotiations with Highest Ranked Firm	August 16-17, 2021
Award	TBD
Proposed Notice to Proceed	TBD

Any questions should be submitted in writing to procurement@tuckerga.gov, reference RFP #2021-011.

PRE-PROPOSAL CONFERENCE MEETING:

The City will hold a virtual non-mandatory pre-proposal meeting on Zoom on Thursday, July 8, 2021 at 3:00PM (EST) at:

<https://us02web.zoom.us/j/89504609511?pwd=a1J0Um10RXVUUlgrQzc1dTZaYmpjUT09>

1.0 SCOPE OF SERVICES

The City of Tucker, in partnership with the Tucker Summit Community Improvement District, seeks design consulting firms to provide professional engineering and design services for roadway improvements to Mountain Industrial Boulevard (PI #0017399) including east and west bound off-ramp improvements at the US Highway 78 @ Mountain Industrial Blvd interchange. Exhibit A – Traffic Engineering Study, provides the approved project limits and schematic and the roadway and ramp improvements. The scope of work shall also include electrical plans (including all GDOT required photometrics) for installation of lighting for the “on and off ramps”. Plans and procedures must follow the GDOT Plan Development Process (PDP) guidelines.

The City will develop a scope of work and select a firm for Right-of-Administration and Acquisition Services, if applicable on this project, as a separate contract.

Engineering, Environmental and Surveying Services provided under the contract will be for the following tasks:

Task 1: Limited scope concept report – Following up on the Traffic Engineering Study provided in Exhibit B, prepare a limited scope concept report to satisfy GDOT requirements. The anticipated transportation improvements include adding a narrow center median in the center turn lane on Mountain Industrial Boulevard from Greer Circle to Elmdale Drive, realigning the US 78 off ramps traffic signal improvements. It is anticipated that the outside curb line of Mountain Industrial Boulevard will remain intact. It is anticipated that minimal right-of-way acquisition will be required. Any right-of-way or easement acquisitions that may be required would occur at intersections for potential truck u-turns. The limited scope concept report should build upon the Traffic Engineering Study found in Exhibit B as this has already been approved by the GDOT Operations Committee.

Task 2: Database Preparation – In compliance with the GDOT Automated Survey Manual, provide detailed survey including the existing right-of-way, edge of pavement, curb & gutter, sidewalk, utilities (above ground and utility markings), and any potential impacts in the vicinity of the project such as medians, trees, walls, etc. Topographic data collected shall be sufficient for 2-foot intervals. Include property database.

Task 3: Environmental – Study technical reports and field visits must be completed to document that all Federal and State Laws have been followed. The City and CID anticipates that Categorical Exclusion (CE) will be required. A Georgia Environmental Policy Act (GEPA) document is not required. Note that the limits of the Environmental Survey Boundary shall include the entire project limits, including the electrical/lighting plans for the onramp and offramp.

Task 4: Engineering Design – Prepare Roadway Plans, in compliance with the GDOT Plan Development Process (PDP), for improvements identified in the limited scope concept report. Final Construction Drawings consisting of, but not limited to the following:

- a. Cover Sheet
- b. Index Sheet
- c. General Notes

- d. Typical Roadway Sections showing full pavement design and overlay where applicable.
- e. Roadway & Ramp Plans and Profiles, including the layout of all geometric and drainage improvements and depiction of all necessary rights-of-way and easements. Right-of-way may be shown on the construction plans to minimize sheets.
- f. Drainage Profiles
- g. Preliminary Stormwater Management/Infeasibility Evaluation
- h. Traffic Marking and Signing Plans (can be included on construction plans)
- i. Utility Plans (The Consultant will coordinate with the City Utility Coordinator. All located existing utilities will be shown as a part of the plan set).
- j. Electrical design for lighting of the off and on ramps. The design shall include drawings and technical specifications that includes a photometric layout on the ramps that is in compliance with GDOT and GA Power criteria, electrical service, lighting, lighting controls and circuitry, quantities and cost estimates
- k. Roadway Cross Sections and Grading Plan
- l. Erosion and Sedimentation Control Plans
- m. Traffic Signal Plan including the addition of mast arm poles
- n. Detailed construction cost estimate in accordance with GDOT Policy 3A-9. This policy dictates annual updates and at major milestones, including at 30% completion to ensure the project's costs are in line with the required B/C ratio.
- o. Design Variances (if applicable) – It is anticipated that design variances may be required to minimize right-of-way impacts.

Task 5: Right-of-Way – Right-of-way plans, if required, including individual parcel plats and legal descriptions of required fee simple right-of-way, temporary and permanent easements. For planning purposes, it is assumed that two (2) parcels may require fee simple acquisition.

Task 6: Meeting Attendance - The Consultant will budget (at a minimum) attendance at the following meetings over the duration of the project:

- 1 kick-off meeting with the City project engineer, GDOT, TSCID and City staff
- 4 scoping meeting sessions
- 12 monthly meetings
- 3 meetings with GDOT staff
- 1 presentation to City council
- 1 presentation to the CID Board
- 3 public/community meetings (in-person Cafeteria Style meetings will not occur. Other forms of communication & outreach to be recommended by the proposer)
- 2 meetings with business community (in-person Cafeteria Style meetings will not occur. Other forms of communication & outreach to be recommended by the proposer)

Task 7: Alternate Analyses and Concepts

Task 7 demands a creative approach to linking transportation and land use along this critical regional corridor. These recommendations will be an important part of the continued redevelopment of this area. The analysis will generate implementation steps that the City and CID may or may not embrace as they leverage resources in promoting expansive economic development. In addition, these are not binding recommendations for the City or the CID, as

additional refinement may be needed as development continues to redefine this dynamic corridor.

- **Task 7A:** Future Bus Rapid Transit Station – Identify a location (s) within the area defined on the attached Exhibit C (TSCID Freight Cluster Plan Proximity Map) that could be developed for a BRTS. Prepare a conceptual cost estimate (current year and 2030) for acquisition of land, site construction and associated transportation infrastructure required to support this facility. Include in this analysis any challenges that may exist for construction of such a facility. Land use and zoning considerations (BRTS would be located within the City of Tucker), and transportation impacts, at a minimum, need to be addressed. Identify opportunities for outside state or federal funding sources. Include a site layout line drawing of the facility that conceptually depicts access (s), facility footprint and parking
- **Task 7B:** Stone Mountain Inn & Suites (1819 Mountain Industrial Blvd) – Evaluate redevelopment opportunities of this site that includes inter-parcel access. Provide recommendations for changes in zoning or land use to facilitate this redevelopment. Consideration for redevelopment should also include the parcels located to the west of the Stone Mountain Inn & Suites, south of Hammermill Drive, east of Mountain Industrial Blvd and north of the Highway west off ramp. Refer to Exhibit D of the project area for this scope item. A schematic site development layout to be provided that includes costs for land/building acquisition, site and transportation cost estimates for this project area.
- **Task 7C:** Inter-Parcel Access – develop a conceptual design and cost estimate (engineering/construction/right-of-way) for a new road that connects Tucker Industrial Road to Hammermill Road (south) at Mountain Industrial Blvd. Although an access to SAMS (adjacent to the Waffle House) from Mountain Industrial Blvd currently exists, the TSCID believes a more efficient road network is possible that will improve traffic circulation for the business community.

Project Oversight and Staffing

The successful offeror will report to Ken Hildebrandt P.E., City Engineer, **at email:** khildebrandt@tucker.gov, **phone:770-865-5645**. The contract will be with the City of Tucker. Partnering on this project is the Tucker Summit Community Improvement District represented by Larry Kaiser, P.E. at email kaiser@co-infra-services.com, **phone: 404-909-5619**. Both client representatives are to be copied on all correspondence as the project moves forward. Project status updates are mandatory, during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

2.0 RFP STANDARD INFORMATION

2.1 Authority

This RFP is issued under the authority of the Purchasing Division of the City of Tucker. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. **The Brooks Act will be utilized on this project.** The RFP states the

relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.2 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, Proposals, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's & CID's need to procure technically sound, cost-effective services and supplies.

2.3 Receipt of Proposals and Public Inspection

2.3.1 Public Information

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Tucker (3) any company financial information requested by the City of Tucker to determine Contractor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Proposals

Upon opening the Proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the Proposals and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Proposals.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.4 Classification and Evaluation of Proposals

2.4.1 Initial Classification of Proposals as Responsive or Non-responsive

All Proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or

contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the Proposals is not within the plans and specifications described and required in the RFP. If a Proposals is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.4.3 Evaluation of Proposals

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

2.4.4 Completeness of Proposals

Selection and award will be based on the offeror's Proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.5 City's Rights Reserved

Issuance of the RFP in no way constitutes a commitment by the City of Tucker to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all Proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any Proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or

- if awarded, terminate any contract if the City determines adequate City funds are not available.

2.6 General Information

1. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Proposal.
2. Firms are expected to be very knowledgeable about the Plan Development Process (PDP) and the Plan Presentation Guide (PPG) and to be proactive in meeting the requirements of the PDP with minimal oversight by City of Tucker.
3. Consultant must be pre-qualified for work with Georgia Department of Transportation in the following Area Classifications: 1.06 (a) thru (f), 1.09, 1.10, 3.02, 3.03, 3.05, 3.06, 3.07, 3.09, 3.10, 3.15, 5.01, 5.02 and 9.01.
4. City of Tucker will expect to liaison with a single project manager representing the prime consultant firm and the sub-consultants.
5. The City may select the best qualified consultant based on the information received from interested firms as a result of this solicitation. If necessary, interviews will be held the week of August 16-17, 2021.
6. City of Tucker reserves the right to cancel any and all Request for Proposals at any time when it is determined to be in the best interest of the City.
7. City of Tucker also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
8. City of Tucker will require a minimum 13% Disadvantaged Business Enterprises Participation. DBE firms should be pre-qualified with the Georgia Department of Transportation. Any selection made as a result of this notice will be made without regard to race, color, religion, sex, or national origin.
9. City of Tucker anticipates issuing a Task Order(s) for each task based on the proposal to be awarded as a result of this advertisement.
10. Generally, the City's position is **not** to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a **Pre-Award Debriefing** can be requested following Due Diligence. For these contracts, Pre-award debriefings would be provided after the announcement of the short-listed firms within the time period posted on the website. **All requests must be made and scheduled within this time frame. Any request outside of this time period will be accommodated only at the discretion and convenience of the Department's staff.**

11. It is the responsibility of all firms interested in submitting proposals for this advertisement to routinely check the posting on the website for any revisions to this RFP.

12. Incomplete submittals will not be considered. Late submittals will not be accepted.

3.0 PROPOSALS SUBMISSION AND EVALUATION

3.1 Process for Submitting Proposals

3.1.1 Preparation of Proposals

Each Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Proposals, the Offeror should reference these materials in the technical Proposals, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

3.1.2 Packaging of Proposals

The Offeror's Technical Submission is to be submitted electronically to procurement@tuckerga.gov

The subject line of the email should clearly note RFP #2021-012.

Any Proposal received after the due date and time will not be evaluated.

3.1.3 Number of Proposal Copies

N/A

3.2 Evaluation Process

The Selection process is primarily Proposals-Based where the technical skills, experience and the interview process are the most significant components of the evaluation process.

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City and the CID may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City and the CID. Only those that meet the evaluation criteria will be considered as pre-qualified. **The City and the CID will adhere to the Brooks Act in the selection for the design professional.**

3.2.1 Administrative Review

The Proposals will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Technical Submission of Proposals
3. All required documents have been submitted
4. All documents requiring an original signature have been signed and are included electronically

3.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily. The Technical Evaluation Team will consist of 2 members from both the City and the CID.

The Selection process is primarily Qualification-Based where the technical skills, experience and the interview process are the most significant components of the evaluation process. The following outlines the process to be utilized by the Recommendation Committee.

1. The Recommendation Committee will review the Technical Proposals of the firms who submit for this project
2. The highest ranked technical proposals (no defined number) will be defined as the "short list"
3. The "short-listed" firms will be notified by Recommendation Committee. The list of short-listed firms will also be posted on the City web site. The "short-listed" firms will be provided a date and time in which to appear for an interview. The "short-listed" firms will be given specific direction as the information expected of the firms during the presentation. The Interview Team will desire to interview the Project Manager, the responsible staff person for the sub-Consultants, etc. The Short-Listed firms are encouraged to bring any data, information, visuals, etc. that will present their case for being selected.
4. Following the interviews, the Technical Evaluation Team will score the firm's performance from 0 to 20. The scores from the interview will be added to the technical proposal score to develop a cumulative score. The rankings of the short-listed firms and the Recommendation Team's "highest ranked firm" will be presented to City Council and the CID Board for approval. City Council has the final authority for selection of the highest ranked firm.
5. Once the ranking is identified and confirmed by the City and the CID, fee and scope negotiations will commence immediately with the selected firm.

6. Negotiation of the terms, conditions, scope and fees related to the contract for design services shall be limited to three (3) days following the commencement of negotiations. If an agreement cannot be reached within that time frame, negotiations with the next top-ranked short-listed firm.

3.2.3 Technical Proposals Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFP. The RFP carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 75 points (75%) to be further evaluated.

Firms will be evaluated and rated based on the criteria below (listed by relative importance, in descending order):

A. Proposals of Design Team (40%)

- Proposals of the design team members.
- Demonstrated experience and reputation of project manager in the management of similar type projects.
- Knowledge of current design criteria (including FHWA Policies, AASHTO Guidelines, GDOT Design Policies, MUTCD, and other industry standards).
- Knowledge of GDOT Project Development Process
- Knowledge of current software adopted by Georgia Department of Transportation
- QA/QC procedures

B. Past experience of the Design Team (40%)

- Demonstrated experience with similar type of projects
- Demonstrated ability to complete multiple projects for municipal clients in a timely manner
- References

C. Demonstrated understanding of the project scope and other relevant issues (20%)

3.2.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite Offerors to present their technical solution to the Technical Evaluation Team.

3.2.5 Submittal Requirements

Failure to meet these requirements will result in the Proposals being determined “non-responsive” and the entire submittal will be rejected.

1. Submittals of firm information and Proposals should be no more than twenty (20) pages (excluding cover letter) single-sided, 8½" x 11" pages in length. The 20-page limit does not include the cover page, tab pages, and the required City Appendices below. Any other supplemental information and pages outside the page limit will not be reviewed and will be considered as non-responsive to the page limit requirement.
2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), and joint venture partner information (if applicable). If the firm has branch offices, state which office will be performing the majority of the work.
3. In table format and labeled TABLE 1, also for the last **three (3) years**, provide a brief description of all roadway design (including bridge ramp relocations), survey, traffic studies, or related projects completed (including construction costs). Include the name of the project owner, a contact name and telephone number, and where the work was performed.
4. In table format and labeled TABLE 2, provide a list of all **current** projects, personnel working on the projects, and their responsibilities.
5. One page of the Proposal shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11" x 17" in size. Additional information should not be added on this page. Note: This page is included in the 20-page limit for the submission.
6. Provide the names of key personnel (Principal, Project Manager, Lead Engineer, Lighting Engineer, Surveyor, QC/QA Engineer, etc.) who will perform the work. Personnel information should include professional registrations [type, number, and state(s) where registered], years of experience, years with firm, actual work performed by the individual and experience with drafting and design software to be used (name and version).
7. The consultant's proposed project manager shall be identified.
8. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.
9. The consultants should provide the name of their insurance carrier and the current insurance limits
10. The consultant should provide a minimum of five (5) references

3.3 Rejection of Proposals/Cancellation of RFP

The City reserves the right to reject any or Proposals, to waive any irregularity or informality in a Proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the

City to reject Proposals that do not contain all elements and information requested in this document. The City reserves the right to cancel this RFP at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

3.4 City's Right to Investigate and Reject

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

3.4.1 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

3.4.1.2 Resumes/Company Profile and Experience

Offeror shall specify how long the individual/company submitting the Proposal has been in the business of providing services similar to those requested in this RFP and under what company name. A resume or summary of Proposals, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

3.4.1.4 Offeror Financial Stability

Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

4.0 TERMS AND CONDITIONS

4.1 RFP Amendments

The City reserves the right to amend this RFP prior to the due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and also the City's website at: www.tuckerga.gov Offerors are encouraged to check this website frequently.

4.2 Proposal Withdrawal

A submitted Proposal may be withdrawn prior to the due date by a written request to the Finance Manager. A request to withdraw a Proposals must be signed by an authorized individual.

4.3 Cost for Preparing Proposals

The cost for developing the Proposal is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

4.4 Term

The term of this contract shall for two (2) years from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price

4.5 Conflict of Interest

If an Offeror has any existing client relationship that involves the City of Tucker or the Tucker Summit CID, the Offeror must disclose each relationship.

4.6 Minority Business Policy

It is the policy of the City of Tucker that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Tucker encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

The DBE minimum goal for this project is 13 percent.

4.7 ADA Guidelines

The City of Tucker adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0126 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

4.8 Compliance with Laws

The Contractor will comply with all City, State of Georgia, Title VI and Federal laws, rules, and regulations.

4.9 Governing Terms

This RFP expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

4.10 Indemnification

Contractor shall be responsible for and shall indemnify and hold City, the Tucker Summit CID Board of Directors and the Executive Director, harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors, agents, and suppliers, but only to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

4.11 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

4.12 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage. Coverage shall also include the Tucker Summit Community Improvement District Board of Directors named as "additional insured".

4.13 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Services, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

4.14 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

4.15 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

4.16 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

4.17 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

4.18 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Proposals, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is

sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

4.19 Special Stipulations

To the extent City attaches to this agreement any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

EXHIBIT A
CONTRACT AGREEMENT
(example contract for the selected consultant only)
RFP #2021-011
PROFESSIONAL SERVICES

This Agreement made and entered into this ___ day of _____, in the year 20____; by and between The City of Tucker, Georgia, having its principle place of business at 1975 Lakeside Parkway, Suite 350, Tucker, Georgia and (“Contractor”) _____.

WHEREAS, the City of Tucker has caused Request for Proposals Number (RFP #2021-011) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected (“Contractor”) is required to provide the services as called for in the scope of services; and

WHEREAS, the Contractor submitted a response to the RFP #2021-011; and

WHEREAS, the Contractor’s submittal was deemed by the City of Tucker to be the proposal determined to be most advantageous to the City; and

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

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFP, a copy of which is attached hereto as Exhibit “A” and incorporated herein and provide those Services as may additionally be specified in the Contractor’s Statement in accordance with the terms and conditions of this agreement. The specifications are hereby made a part of this agreement by reference.

2.0 Payment

The City shall pay the amount set out in the attached Item Schedule for services rendered hereunder. Payments shall be made individually by the City according to invoice, for each lot shipped.

3.0 Price

The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.

4.0 Term

The term of this contract shall be for two (2) years from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

5.0 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.0 Extension

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

7.0 Independent Contractor

7.1.

The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.

Inasmuch as the City of Tucker and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the

Contractor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

8.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1

Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

10.1

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Tucker shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

10.2

The City of Tucker may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

10.2.1

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Tucker of each occurrence.

10.2.2

After five (5) days written notice fails to:

- a) Maintain the required insurance, or;
- b) In any other manner to perform the requirements of the RFP.

11.0 Inclusion of Documents

RFP #2021-011, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor's submittal, the language in the former shall govern.

12.0 Compliance with All Laws and Licenses

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

12.1 Federal Requirements.

12.1.1 Federal Compliance Regulations

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

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

and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

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

13.0 Assignment

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

14.0 Amendments in Writing

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

15.0 Drug-Free and Smoke-Free Work Place

15.1

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

15.2

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

15.3

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

15.3.1

The Contractor has made false certification herein; or

15.3.2

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

16.0 Additional Terms

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

17.0 Antitrust Actions

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

18.0 Reporting Requirement

Reports shall be submitted to the Issuing Officer on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

19.0 Governing Law

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

20.0 Entire Agreement

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

21.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable:) NONE

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

CITY OF TUCKER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

EXHIBIT B
DECEMBER, 2019 TRAFFIC ENGINEERING STUDY

EXHIBIT C
Potential Area for Bus Rapid Transit Station

EXHIBIT D
Map of Stone Mountain Inn & Suites Study Area

PROFESSIONAL ENGINEERING DESIGN SERVICES *for* ROADWAY & RAMP IMPROVEMENTS: MOUNTAIN INDUSTRIAL BOULEVARD @ US 78

City of Tucker, Georgia
RFP # 2021-011

July 22, 2021





2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

July 22, 2021

Ken Hildebrandt, PE, City Engineer
Tucker City Hall
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30084

**Subject: Professional Engineering Design Services for
Roadway & Ramp Improvements: Mountain Industrial Boulevard @
US 78, PI #0017399 - RFP #2021-011**

Dear Mr. Hildebrandt:



Atlas Technical Consultants LLC (Atlas) has assembled a talented group of transportation professionals with the expertise to guide this project through GDOT's Plan Development Process (PDP) and get it to construction as soon as possible. We recognize the importance of the project, and the need to improve the safety and efficiency of traffic flow in the Mountain Industrial Boulevard (MIB) / US 78 interchange area. Having a project that meets expectations on scope, schedule and budget is our goal. As you review this response to your RFP, please consider the following benefits of selecting the Atlas team.

We have an experienced project manager – Our project manager, Alan Chapman, PE, brings to this assignment years of experience in managing and performing transportation planning and engineering design work for Gwinnett County. Alan began his career at GDOT and then began a long career at Gwinnett DOT where he recently retired as DOT Director. His background in engineering, resolving stakeholder issues, familiarity with City staff, and in-depth knowledge of GDOT's PDP make him ideal to lead our team as project manager. **Alan will act as our single point of contact throughout the project.**

We have an experienced project team – Our project team, consisting of CERM, Keck and Wood, and KB Advisory Group, is stacked with lead professionals who know their craft and have years of local government and GDOT experience to bring to bear. Below are a few examples:

- Anthony Kamburis, PE, roadway design lead, has over 32 years of experience dating back to early Cobb, Rockdale, and Gwinnett County SPLOST programs. He is well-versed in the nuances of the PDP and as such will be able to interface effectively with the environmental and stakeholder involvement teams. Anthony's design team utilizes GDOT guidelines such as the Plan Presentation Guide (PPG) and MicroStation InRoads daily. CERM will also assist in the design.
- Brad Hale, PE, our QA/QC manager, will assist Anthony by providing reviews of plans and processes.
- Rob Jacquette, PE, will lead our traffic analysis and is well suited for this task, as he performed the early study for GDOT.
- Jonathan Gelber of KB Advisory Group will help lead our efforts in economic development. He already has detailed experience with the property in question and will also help us evaluate the potential inter-parcel access within the project limits.



Ken Hildebrandt, PE
July 22, 2021
Page 2

- Joe Marsh, our lighting lead with Wi-Skies, developed and wrote most of the GDOT lighting design guidelines and protocols that are currently used on projects. His firm has had a GDOT on-call lighting contract since 2013 and currently handles Districts 1, 6, and 7 for GDOT.
- Our team has special insight on BRT planning through myself and Eric Scott. Both of us are involved in several large BRT projects in the Metro area.
- Karlene Barron is a 30-year public relations, marketing, and communications professional, having led and managed GDOT's overall public education efforts for most of those years. Shelley Lamar with CERM will co-lead this endeavor and has similar experience. Knowing that stakeholder engagement among the businesses and civic leadership in Tucker is important for this vital commercial corridor, Shelley and the CERM team, headquartered a block from Tucker City Hall, will be both professionally engaged and a civic partner in the project's execution.

We will focus on construction and right-of-way cost control – Our team understands that you need to get the most out of every dollar, and we will keep experienced professionals involved to make sure we accomplish that. Using design variances or retaining walls to reduce right-of-way impacts and minimizing utility relocations through SUE are good examples of how we will approach the design effort from a cost perspective.

We will work to identify issues early – Identifying potential problems and roadblocks early in the design process is critical to maintaining schedule, and this will be one of our major focus points as our team develops the Limited Scope Concept Report. As part of this process our team will generate ideas to reduce costs, tighten the schedule, and identify potential problems.

DBE requirements – The involvement of the CERM team, a Tucker small business, will easily exceed the 13% DBE goal for the project.

We understand the PDP – A thorough understanding of how this project fits into the GDOT PDP will be crucial to holding the schedule and ensuring that funding is not jeopardized. Three of the main milestone checkpoints in the PDP are the concept report, the preliminary field plan review (PFPR), and final field plan review (FFPR). Since 2015, Atlas has been under contract with GDOT to both review concept reports for approval as well as review and comment on PFPR/FFPR submittals, conduct review meetings and produce reports.

Finally, I will serve as the principal-in-charge and will provide the technical and firm support required for Alan and his team to efficiently and effectively deliver this project on time and on budget. With over 31 years of GDOT, GRTA, and Fulton County experience overseeing hundreds of safety-related interchange improvements in Georgia, I will ensure that the project team stays on track and keeps your goals in mind.

Thank you for the opportunity to submit a proposal on this needed project. I can be reached at 770.530.9194 if you have any questions.

Sincerely,

Todd I. Long, PE, PTOE
Georgia Division Manager

Transmittal Letter

1	Firm Information
2a	Relevant Experience and References <ul style="list-style-type: none">Table 1 – Completed Roadway Design ProjectsTable 2 – Ongoing ProjectsReferences
2b	Understanding of the Project Scope and Issues
3	Personnel <ul style="list-style-type: none">Organization ChartResumés
4	Insurance Information
A	Appendix – Required Documents <ul style="list-style-type: none">GDOT Prequalification CertificatesAddendum AcknowledgementsFinancial Stability Information (1 copy under separate cover due to size)

Firm Name	Atlas Technical Consultants LLC
Corporate and Local Address	13215 Bee Cave Parkway Building B, Suite 230 Austin, Texas 78738 2450 Commerce Drive, Suite 100 Duluth, Georgia 30096
Local Telephone Number	770.263.5945
Primary Contact Person	Todd I. Long, PE, PTOE todd.long@oneatlas.com 770.530.9194 (cell)
Former Firm Name	Moreland Altobelli Associates, LLC
Official Georgia Address	2450 Commerce Avenue, Suite 100 Duluth, Georgia 30096
Branch Office Performing Work	Duluth Office, assisted by our Druid Chase office in DeKalb County.

Conflict of Interest

Atlas is currently under contract with the Tucker-Summit CID to provide program management for the ongoing Freight Cluster Study funded by the CID and ARC which is nearly complete, as well as an easement project for sidewalks on Old Norcross Road. In addition, Atlas is under contract with the City of Tucker for the design and construction management of the intersection improvement of Hugh Howell Road at Flintstone Drive. Neither of these efforts will create a conflict of interest for the subject project.

Subconsultants

CERM will take on a critical role for the stakeholder involvement services and provide a support role in roadway design, survey, and environmental services for the team. CERM's key staff proposed for this study are identified in the organization chart. Their staff, specifically Shelley Lamar, with her involvement on the Hartsfield-Jackson Atlanta International Airport Master Planning effort is extremely familiar with access issues and major stakeholders and agencies. CERM's Survey Manager - Erick Smith, PLS - has more than 22 years of experience and will ensure that field data is timely and quality assured.

KB Advisory Group is well-qualified to assist Atlas and the City of Tucker with this project. Their firm's real estate economics accomplishments, supporting both public and private sector development initiatives, provide them with a unique perspective on the intersection of public policy and local market dynamics. In particular, KB has already performed preliminary work on the Stone Mountain Inn & Suites.

Wi-Skies specializes in lighting and Intelligent Transportation Systems (ITS) for DOT's and other municipalities. They bring more than 100 years of superior experience to our team. Wi-Skies currently holds on-call lighting contracts with Georgia, Illinois, and Iowa Departments of Transportation.

Since its founding in 1954, **Keck & Wood** has continued the traditions of engineering excellence and commitment to exemplary service established by their founders. With more than 65 years of public sector experience, Keck & Wood has earned an outstanding reputation for integrity, knowledge, and professionalism in advising their clients. They are committed to improving the quality of life of the region and communities they serve through ethical conduct and dedicated client service.

TABLE 1 – COMPLETED DESIGN PROJECTS IN PAST THREE YEARS

PROJECT	PROJECT OWNER & CONTACT INFORMATION	WHERE WORK WAS PERFORMED
I-16 / I-75 Phases 1, 1B, 2, 3 Interstate/Interchange Reconstruction Macon, GA Construction: \$240M	GDOT – Office of Program Delivery Cherral Dempsey 404.631.1154	Duluth Office
Colerain Road Widening and Reconstruction, Phase 1 Camden County, GA Construction: \$35M	Camden County Scott Brazell 912.510.4320	Duluth Office
Canton Road Sidewalk Cherokee County, GA Construction: \$450K	Cherokee County Geoff Morton, PE 678.493.6077	Duluth Office
I-16 / Old River Road Interchange Reconstruction Effingham County, GA Construction: \$8.4M	Effingham County Tim Callanan 912.754.2111	Duluth Office
Tumbling Creek Road Bridge Replacement Hall County, GA Construction: \$1M	Hall County Frank Miller, PE 770.531.6800	Duluth Office
Buford Highway Widening and Reconstruction City of Buford, GA Construction: \$17.1M	City of Buford Bryan Kerlin 770.945.6761	Duluth Office
Sigman Road – Phase I Widening and Reconstruction Rockdale County, GA Construction: \$13.3M	GDOT – Office of Program Delivery Cherral Dempsey 404.631.1154	Duluth Office
I-75 Interchanges Lowndes County, GA Construction: \$50M	GDOT – Office of Program Delivery Cleopatra James 404.631.1546	Duluth Office
Martin Road at JM Turk Road Hall County, GA Construction \$1M	Hall County Frank Miller, PE 770.531.6800	Cumming Office
Chimney Springs Sidewalk Improvements Cobb County, GA Construction \$328,975	Cobb County DOT Ligia Florim, PE 770.528.1667	Smyrna Office
SR 11/US 129 at Old Pendergrass Median Installation City of Jefferson, Jackson County Construction \$200,000	City Manager Priscilla Murphy 706.338.7388	Duluth Office

TABLE 1 – COMPLETED DESIGN PROJECTS IN PAST THREE YEARS

PROJECT	PROJECT OWNER & CONTACT INFORMATION	WHERE WORK WAS PERFORMED
Cascade Rd – Complete Streets Engineering Design Survey, Right-of-Way & Easement Platting & Layout Atlanta, GA Project Cost: \$35,721	City of Atlanta / GDOT Geoffrey Donald, Director Engineering Sr. Project Manager; PB-BenchMark JV 404-364-2656	CERM – Tucker Office
Atlanta Beltline West Design Survey Atlanta, GA Project Cost: \$144,905	Atlanta Beltline, Inc. Paul Pattison, P.E. 404-419-8700	CERM – Tucker Office

TABLE 2 – ONGOING PROJECTS AWARDED IN PAST THREE YEARS

PROJECT	PERSONNEL	PROJECT OWNER & CONTACT INFORMATION	STATUS OF PROJECT
Sigman Road Design Rockdale County, GA	MJ Sheehan – PM Brad Hale – QA/QC Francisco Ramirez – Traffic LN Manchi & Bijay Niraula – NEPA	Rockdale County John Moretto, PE 770.278.7200	Phase I complete, Phase II under cst Phase III in design
Grenade Road Sidewalks Rockdale County, GA	Brad Hale – PM Ben Morden – Design Jeff Joyner – RW	Rockdale County John Moretto, PE 770.278.7200	RW Phase To be let Fall 2020
Courtesy Parkway over I-20 Rockdale County, GA	Barry Brown – PM Brad Hale – QA/QC Ben Morden – Design David Fairlie – Traffic Bijay Niraula – NEPA	Rockdale County John Moretto, PE 770.278.7200	Design Phase RW underway
Bass Road interchange and Widening Bibb County, GA	Brad Hale – PM Francisco Ramirez – Traffic LN Manchi & Bijay Niraula – NEPA	Bibb County Charles Brooks 478.621.6660	Concept complete Design underway
Kingsland Bypass Camden County, GA	Nebiat Abraham – PM Brad Hale – QA/QC David Fairlie – Traffic LN Manchi – NEPA	Camden County Scott Brazell 912.510.4320	Design Phase
I-575 at Towne Lake Parkway and Ridgewalk Parkway Cherokee County	Brad Hale – PM Francisco Ramirez – Traffic LN Manchi & Bijay Niraula – NEPA Barry Brown – Structural	Cherokee County Geoff Morton, PE 678.493.6077	Design Phase

TABLE 2 – ONGOING PROJECTS AWARDED IN PAST THREE YEARS

PROJECT	PERSONNEL	PROJECT OWNER & CONTACT INFORMATION	STATUS OF PROJECT
Thomson West Bypass McDuffie County, GA	MJ Sheehan – PM Brad Hale – QA/QC LN Manchi & Bijay Niraula – NEPA David Fairlie – Traffic	McDuffie County David Crawley 706.595.2112	Construction started
Brown Bridge at Yellow River Bridge Replacement Newton County, GA	Brad Hale – PM Francisco Ramirez – Traffic LN Manchi & Bijay Niraula – NEPA Barry Brown – Structural	GDOT Program Delivery Bruce Anderson 478.538.8595	Plans Complete, RW underway
I-16/I-75 Interchange Reconstruction Bibb County, GA	Brad Hale – PM Francisco Ramirez – Traffic LN Manchi & Bijay Niraula – NEPA Barry Brown – Structural	GDOT Office of Program Delivery Cherral Dempsey 404.631.1154	Various phases are under construction.
Effingham Parkway from SR 30 to Blue Jay Road Effingham County, GA	LN Manchi – PM Bijay Niraula – Environmental David Fairlie – Traffic MJ Sheehan – Design	Effingham County Tim Callanan 912.754.2111	RW Underway Construction awarded Summer 2021
SR 58 at Squirrel Creek bridge replacement Dade County, GA	Sam Allen – PM Barry Brown – Structural	GDOT Helen Hawkins 404.631.1001	Design Phase RW underway
McGinnis Ferry Road Widening SR 400 at McGinnis Ferry Road Forsyth County, GA	Nebiat Abraham – PM David Fairlie – Traffic LN Manchi and Bijay Niraula – NEPA	Forsyth County Engineering John Cunard 770.781.2165	Design Phase for roadway RW for interchange
Hinesville Bypass Liberty County, GA	Brad Hale – PM David Fairlie & Francisco Ramirez – Traffic LN Manchi & Bijay Niraula – NEPA Barry Brown – Structural	Liberty County Joey Brown 912.876.2164	Design Phase
Mars Hill Road Widening, Phase II Oconee County, GA	MJ Sheehan – PM Brad Hale – QA/QC LN Manchi & Bijay Niraula – NEPA David Fairlie – Traffic	Oconee County Jody Woodall 706.769.2937	Final Design Phase
Transportation Improvements Downtown Jesup Wayne County	Sam Allen – PM BiJay Niraula – NEPA	City of Jesup, GA Bill Shuman, City Engineer 912.427.1313	Final Design Phase

TABLE 2 – ONGOING PROJECTS AWARDED IN PAST THREE YEARS

PROJECT	PERSONNEL	PROJECT OWNER & CONTACT INFORMATION	STATUS OF PROJECT
Six Bridge Replacements Statewide **Federally Funded	Anthony Kamburis – PM Marc Thompson – Road Design Barry Brown – Bridge Design Robert Moreman – Hydro LN Manchi – Environmental	Georgia DOT Albert Shelby, PE 404.631.1758	Design Phase
Three Bridge Replacements City of South Fulton **Federally Funded	Anthony Kamburis – PM Marc Thompson – Road Design Barry Brown – Bridge Design Robert Moreman – Hydro LN Manchi – Environmental	City of South Fulton Antonio Valenzuela 770.318.6240	Design Phase
Cumberland CID Feasibility Study and design for new ramps for I-285 Managed Lanes	Brad Hale – PM Todd Long – PIC	Cumberland CID Kyethea Clark 770.859.2324	Design Phase
SR 21 from I-85 to SR 30 Chatham County, GA – GDOT PI0016441	Rob Jacquette – PM Robert Renwick – Lead Designer	GDOT Randy Blair 404.865.2486	Design Phase
SR 141 at East Jones Bridge Road Peachtree Corners, GA – GDOT PI0016444	Rob Jacquette – PM Robert Renwick – Lead Designer	City of Peachtree Corners Greg Ramsey, PE 404.395.7021	Design Phase
GDOT Engineering Plan Review Contract (Field Plan Reviews for GDOT Projects) Statewide Contract	Jim Pohlman – Signal Design Review and S&M Plan review Anthony Kamburis/Marc Thompson – Roadway Plan reviews Ben Buchan/Chris Parypinski – General	GDOT Engineering Services Walt Taylor 404.631.1922	Ongoing reviews (hundreds of reviews since contract started)

REFERENCES

1 Geoff Morton, PE
Cherokee County
678.493.6077
gmorton@cherokeega.com

2 Ken Hildebrandt, PE
City of Tucker
770.864.5645
khildebrandt@tuckerga.gov

3 Kyeatha Clark
Cumberland CID
770.859.2324
kclark@cumberlandcid.org

4 Charles Brooks, PE
Macon-Bibb County
478.621.6660
cbrooks@maconbibb.us

5 Tim Callanan
Effingham County Administrator
912.754.2111
TCallanan@effinghamcounty.org

6 Bruce Anderson
GDOT Program Delivery
478.538.8595
branderson@dot.ga.gov

UNDERSTANDING AND UNIQUE CHALLENGES OF THE PROJECT



Previous studies have produced various recommendations for the project and these studies will prove very useful as a starting point for this work. The Atlas team will approach the solution with an open mind and complete this project with attention to detail that will create a “landmark” improvement to the beginning of what is sometimes referred to as the “Incredible Corridor” - running from US 78 in Tucker to Peachtree Industrial Blvd in Peachtree Corners.

The Mountain Industrial Blvd (MIB) / US 78 interchange has served a large portion of the Tucker area for years, providing access for residential, industrial, and commercial traffic. The interchange was originally constructed in 1967 and modified in 1986. Unfortunately, 54 years later, the interchange and its approaches do not adequately handle the volume and type of traffic from a safety and operational standpoint. Atlas has thoroughly reviewed the Traffic Engineering Study completed by the CID in December 2019. We also understand this interchange improvement was clearly identified in the 2019 Strategic Transportation Plan entitled “Tucker Tomorrow.” In addition, the Tucker Summit CID (TSCID) has analyzed this interchange and the MIB corridor extensively as part of the recently completed Freight Cluster Study. Fortunately, the freight study now underway will help to identify long-range projects that are needed in the area. Additionally, another study of the corridor that will encompass MIB, Jimmy Carter Blvd, and Holcomb Bridge Road is ongoing, and it has shed additional light on the type of traffic that will ultimately use this interchange. Atlas personnel have also been closely watching the opening of the new Amazon facility near West Park Place and US 78. It is anticipated that the traffic at the interchange and along MIB will increase as a result of additional trucks using the interchange to access MIB.

There are a number of critical deficiencies at the interchange:

- **Lack of pedestrian accommodations for the interchange to match the existing pedestrian signal heads and crosswalks.** We understand that pedestrian flow in the vicinity is severed by the bridge and that the bridge cannot be widened as part of this project based on available funding. A review of existing sidewalks in the project limits is needed and should be considered.
- **Lack of adequate sight distance on both EB and WB ramps due to horizontal curves on US 78**
- **A significant number of crashes over the past 5 years** These include accidents of all kinds (rear-end, side swipes, etc.)
- **Crash data indicates merging issues on the US 78 WB ramp.** There were 12 crashes on the ramp. This is eight (8) times the expected number of crashes over the same time period. There do not appear to be any crash issues on the EB ramp.
- **Operational capacity issues at the interchange** due to the heavy truck movements at the intersection.



Atlas's technical approach to developing a quality and efficient design solution for the project is based on our experience with similar projects throughout the state. Todd Long, PE, PTOE, Atlas's Georgia Division Manager, will serve as the principal-in-charge for this project. Mr. Long's experience while at GDOT and Fulton County includes hundreds of similar intersection improvement projects. Working closely with our PM Alan Chapman, Todd will be actively involved with the project concept

2b | APPROACH AND UNDERSTANDING OF ISSUES

development and will help ensure that all necessary project controls, coordination, and quality assurance are followed and implemented.

Design Our lead roadway engineer, Anthony Kamburis, PE, has over 32 years of experience dating back to early Cobb, Rockdale, and Gwinnett County SPLOST programs. He is well-versed in the nuances of the PDP and as such will be able to interface effectively with the environmental and stakeholder involvement teams. Anthony's design team utilizes GDOT guidelines such as the Plan Presentation Guide and the Drainage Manual, and uses Bentley InRoads for design per GDOT policy. As part of the design, a detail for attaching the median strip to the bridge deck will be needed. Portions of the bridge deck are over 50 years old, so attaching a median to the deck will need to be done with the involvement of the GDOT Bridge Office. For this, Atlas has access to five senior bridge engineers including the recently retired GDOT State Bridge Engineer, Mr. Bill DuVall, PE. As part of our concept study, we will evaluate the possibility of adding a sidewalk or sidewalks across the bridge and to the end of the project south of the interchange.

Utilities Visible utilities in the area include overhead telephone and power lines, and underground gas, water, and sewer. The estimated cost to relocate these utilities will be assessed early in the project development process and will influence the project design. It will be our goal to minimize and/or avoid any utility relocation that would be both costly to the City and result in construction delays. Randy Sanborn, PE, our subsurface utility engineering (SUE) lead, teaches utility and SUE classes to GDOT and local government personnel through a partnership between ACEC and GDOT. He is widely recognized as the industry leader in utility and subsurface engineering. As part of our research for this proposal, we have identified the following utilities that are within the project limits:

Atlanta Gas Light
AT&T
Comcast

DeKalb County Water, Sewer, and Traffic
Georgia Power (Distribution and Transmission)
Level 3 and Zayo Fiber Solutions

Maintenance of Traffic The Atlas team will consider maintenance of traffic during construction early in the design process. The project will be designed to avoid undercutting existing pavement (unless necessary to achieve acceptable sight distances) that would result in difficult construction staging and delays. Traffic must be maintained for this project, and our design will allow lanes to be open at nearly all times of the day. Impacts to ramp traffic can be mitigated by a variety of methods including temporary pavement and shoulder improvements. Atlas has prepared dozens of staging plans for ramp construction over the years and will provide an efficient plan for the contractor. Coordination with GDOT will be required, and their approval of our plans will be necessary.



Public Involvement/Communications As part of this project, we anticipate that there will be several presentations to the Tucker City Council and TSCID Board. Todd Long and Alan Chapman will lead communication with staff and the Council. Todd and Alan already have relationships with both the CID and City. Alan will lead the business community meetings with the assistance of Shelley Lamar and Karlene Barron. Karlene will lead the three proposed public community meetings. Karlene is a 30-year public relations, marketing, and communications professional, having led and managed GDOT's overall public education efforts for most of those years. Her background and experience make her perfect for her role as stakeholder and public involvement manager on this project.

GDOT Plan Development Process (PDP) The design plans for the project will need to follow the GDOT PDP and be in accordance with GDOT standards and specifications. The Atlas team has extensive experience with the GDOT Plan Presentation Guide (PPG), Electronic Data Guidelines (EDG), GDOT standards and specifications, and has experience on hundreds of GDOT roadway

2b | APPROACH AND UNDERSTANDING OF ISSUES

improvement projects. This project is federal-aid and the work will have to be completed following GDOT guidelines.

Lighting Joe Marsh, our lead lighting engineer, developed and authored most of the GDOT lighting design guidelines and protocols that are currently used on projects statewide. His firm has had an on-call GDOT lighting contract since 2013 and currently handles Districts 1, 6 and 7 for GDOT.

Traffic Engineering/Signal Design/ITS Rob Jacquette, PE and Jim Pohlman, PE will lead our traffic engineering efforts on this project. Both Rob and Jim have been designing signals for years as well as providing general traffic engineering services. This design will be very important and the key to the interchange and approaches functioning in the most efficient manner. ITS components will also be designed as needed. In addition, new signal timing plans will have to be considered, and our team is ready to provide several timing plans to optimize the interchange. Rob will act as the GDOT TMC liaison for the significant amount of coordination that is needed for this type of project.

Environmental and Permitting The City of Tucker is located within DeKalb County, which is part of an MS4 permit area under the NPDES permit issued by EPD. Atlas is familiar with all the processes needed to meet the guidelines outlined in the permit. We will use current standards and BMPs to ensure adequate control measures to prevent sediment from leaving the site.

This project is located entirely in an industrial/commercial area. We anticipate the preliminary investigation will not identify any impact to cultural resources in the area. The NEPA process will be followed, and Atlas has a proven team that has prepared 100s of NEPA level documents through the years. It is unlikely that this project is within 400 feet of a stream, so a 404 Permit for this project is not anticipated.

Property Impacts Atlas is very aware that the footprint of this project will impact commercial properties. These commercial properties depend on uninterrupted access. Reducing impact to adjacent properties can be easily accomplished by the use of retaining walls at the right-of-way. This is similar to what was done on the I-285 Top End when it was last widened in the late 80's. A more in-depth discussion about the Old Stone Mountain Inn is provided under Task 7 below.

Quality Control/Quality Assurance Procedures Atlas is noted for producing plans that are clear, concise, thorough, and constructible. Our basic tenet is that quality begins with the individual, and our goal is for every member of every project team to complete their work accurately and efficiently the first time. This goal is achieved through continual feedback, training and nurturing a culture of excellence. Atlas policies and procedures demand that all work products and documents be checked for quality prior to submittal to the client. Our team is structured to provide a professional engineer to design each project and another professional engineer to check that design. Quality assurance is further strengthened through a constructability review that will be led by Ben Buchan, PE and Sammy Powell, PE. In addition to constructability reviews, Ben and Sammy will advise on maintenance of traffic and stage construction. The constructability review will come early in the process at the preliminary plans stage to ensure that the project developed is constructible and economical. Ben retired from GDOT as the Director of Engineering where he oversaw all aspects of engineering design. His background includes managing the design of dozens of interchange safety improvement projects similar to this one. This experience will be invaluable as the design team evaluates design variances that may be needed to minimize right-of-way impacts.



The Atlas team understands the importance of meeting project schedules. **Our project manager, roadway design, traffic design, and utility coordination leads are available now, and our team has the capacity to start the project at the proposed NTP date.**

2b | APPROACH AND UNDERSTANDING OF ISSUES

Below is a quick summary of our approach to each of the seven tasks listed in the RFP.

Task #1 **Limited Scope Concept Report** – Atlas will carefully review previous studies and combine our thoughts to prepare a limited scope concept report as requested. We have engineers with years of experience who will make sure the project is exactly what is needed for today and for the long term. After receiving Notice-to-Proceed, our project manager will schedule an initial concept team meeting. This is the first meeting required in the PDP and is a gathering of all the players necessary to develop a Limited Scope Concept Report (LSCR). It serves to get issues on the table and kick-off the concept phase. Development of the LSCR requires input from traffic, environmental, utility, public involvement, bridge, and roadway design professionals. Alternatives must be developed and evaluated for effectiveness and cost. Environmental and public/stakeholder issues must be addressed. We expect to have several meetings with business owners who will be affected by the construction and the final corridor layout. Our cost experts will develop an accurate and detailed cost estimate that can be used by the City and TSCID for budget planning purposes. All the above will be used to arrive at an approved Limited Scope Concept Report that will guide the development of the project through the preliminary and final plans phases. Our concept will also include potentially adding sidewalks on Mountain Industrial Blvd. south of US78. We will also provide an estimate for landscaping the interchange.

Task #2 **Database Preparation** – Concurrent with the concept development, we will initiate the field surveys necessary to create the digital terrain model (DTM) to be used for design. Atlas can field 20 survey crews that work almost exclusively on GDOT projects who understand the GDOT Automated Survey Manual inside and out. We will gather details on every existing detail and include topo data at 2-foot intervals. We will also include an accurate property owner database. All work will be done to GDOT standards and guidelines in the event submission for GDOT approval is required. As part of the survey, we will include Quality Level B (QL-B) subsurface utility engineering (SUE) services. This involves coordination with known utility companies, field location of facilities, and surveying of the approximate X-Y location. Also included in the survey work will be property location and resolution in the project area. This will be used by the roadway designers to determine right-of-way impacts and eventually to procure the necessary right-of-way and easements. CERM will provide survey support, led by Erick Smith, PLS, with 22 years of experience in successful field data collection.

Task #3 **Environmental** – We understand that a Categorical Exclusion (CE) is expected but our staff will make certain that all details are covered so there will be no surprises later. Our environmental team will do field work to complete all the special studies that may be required to obtain the CE. They will evaluate ecology, threatened and endangered species, cultural, historical, air and noise impacts. The developed nature of the site makes it unlikely that any environmental “show-stoppers” will turn up, but our team will make sure that all required documentation is completed and work with the designers on the concept to avoid and minimize impacts if that becomes necessary.

Task #4A **Preliminary Design** – After the concept report is approved, our engineers will begin work on preliminary plans. They will develop the plans to such a point that construction limits and property impacts are defined and that the Task #5 right-of-way plans can be completed. Any roadway drainage design changes that result from the installation of the raised median will be evaluated and solved. Changes to drainage systems will be designed to minimize impact to existing utilities. If we need to better define the utility locations in a specific location, Atlas has “soft excavation” vacuum truck capability that allows us to physically uncover and definitively locate underground lines. Other work will include preparation of preliminary plan and profile sheets, signal plans, ITS plans as needed, driveway tie-ins, maintenance of traffic and staging plans, temporary and permanent signing and marking plans, lighting and erosion control plans. Separately, we will initiate the MS4 analysis. Pre- and post-project conditions will be analyzed in accordance with EPD, GDOT, and City policies. Finally, we will conduct a formal constructability review and a Preliminary Field Plan Review (PFPR).

2b | APPROACH AND UNDERSTANDING OF ISSUES

Task #4B **Final Plans** – After the PFPR comments are resolved, we will begin work on the final plans. The final plans will include any changes that occur due to right-of-way negotiations with property owners, as well as any other changes that come up as a result of the PFPR. Atlas engineers will finalize all plan components, calculate final bid quantities, and prepare a final cost estimate using the new GDOT AASHTOWare cost estimating program. We will work with City/TSCID/GDOT staff to develop the special provisions that define allowable work hours, lane closure times, and noise restrictions. Erosion control plans will be sent in for review and approval. The construction plans will undergo one final review from all subject matter experts prior to and during the Final Field Plan Review (FFPR). Lastly, the FFPR comments will be addressed, and the plans submitted for bidding and construction.

Task #5 **Right of Way Plans** – In parallel with the preliminary plans, our design team will finalize the right-of-way plans so that the acquisition process can begin and proceed as the final plans are developed. We will provide a quality review of the plans by experienced RW staff to address potential unforeseen issues. Our understanding is RW will be very limited.

Task #6 **Meeting Attendance** – We understand the need for frequent and effective communication so that the City & CID staff have up-to-date, accurate information on the project. We will conduct monthly status/project review meetings with the project team to ensure the project is proceeding according to the baseline schedule and any risks/issues are identified, properly documented, and handled accordingly. In addition, the Atlas team will be available to attend the RFP required listed meetings during the duration of the project. Our staff will remain flexible regarding meetings. Atlas in Duluth and CERM in Tucker are both close and readily available for all types of project coordination meetings.

Task #7 **Task 7A – Future Bus Rapid Transit Station** – Our team is in total understanding of the potential for Bus Rapid Transit (BRT) in this corridor. In fact, Todd Long has been involved in several high-profile BRT studies in the region including SR 400 BRT, I-285 BRT and Gwinnett County BRT on Satellite Blvd. It is abundantly clear that BRT is the future for the region. Congressman Hank Johnson has recently designated \$5 million in the proposed Invest Act for BRT along US 78 to Stone Mountain and Snellville. For now, GRTA continues to run EXPRESS service along US 78 from Snellville to downtown Atlanta. Even without a BRT station, the area justifies some type of park-and-ride lot that can ultimately become a full-blown BRT station. The ultimate construction of an easily accessible station needs to be in the planning phases now to ensure that the site is prevented from future use by GDOT or by a private developer. Our team will prepare a conceptual cost estimate that will include the cost of the land, construction of the station, and last mile infrastructure needed to properly access the site. We will include an analysis of all the challenges that may exist for locating a station at this interchange. This will include the following areas of consideration:



- Tucker Land Use and zoning considerations
- Impacts to the road network
- Potential funding opportunities (local, state, and federal) and a close look at earmarks
- Impacts of the station footprint

The final product will include a high-level concept sketch of several BRT stations that clearly shows the footprint for the station and parking.

Task 7B – Stone Mountain Inn & Suites– The team recognizes that maintaining and cultivating successful and sustainable land use surrounding major gateways is crucial to an area's economic health. The City of Tucker also acknowledges this by calling attention to the Stone Mountain Inn & Suites in the proposal. In concert with adjacent parcels, this is a critical parcel that provides a significant entrance feature to the area's real estate and commercial assets. While we ask what might occur to reposition or improve this site, an equally important question is how to move that vision into reality. Current market economics have led

2b | APPROACH AND UNDERSTANDING OF ISSUES

to the current uses and layouts of those properties. KB Advisory Group will apply its extensive experience in analyzing the DeKalb County real estate market to help better understand the past, present, and future market dynamics. A “market scan” of the area will assess the supply and demand of real estate in the area now and apply those findings to determine what uses have the most likelihood for success in the future. While this assessment will inform the planning for the site’s future, the team will also assess opportunities to impact change on the market dynamics, if needed, to bring about a more desirable and appropriate future. In doing so, the team will ask and answer questions such as:

- Should and how can the current market trajectory for the real estate uses on the site be changed through a combination of incentives, regulatory actions, or strategic investments?
- What organizations or individuals, public or private, could be leveraged to move towards a mutually beneficial outcome for all parties involved?
- What tools or structures could be utilized or activated to achieve favorable results?



The Atlas/KB Advisory Group team has extensive experience working with communities across Georgia on issues like this, and we will apply proven concepts to this task.

Task 7C – Inter-parcel Access – We appreciate that the City of Tucker and TSCID are evaluating the potential benefits of inter-parcel access for public safety, accessibility,



redevelopment, and congestion relief along this commercial/industrial corridor. A system of connected parcels along a major highway, for example, allows trips between parcels to be made without the need to access the highway for these purely local trips. Our team will analyze the potential for a new road that connects Hammerhill Road and Tucker Industrial Road.

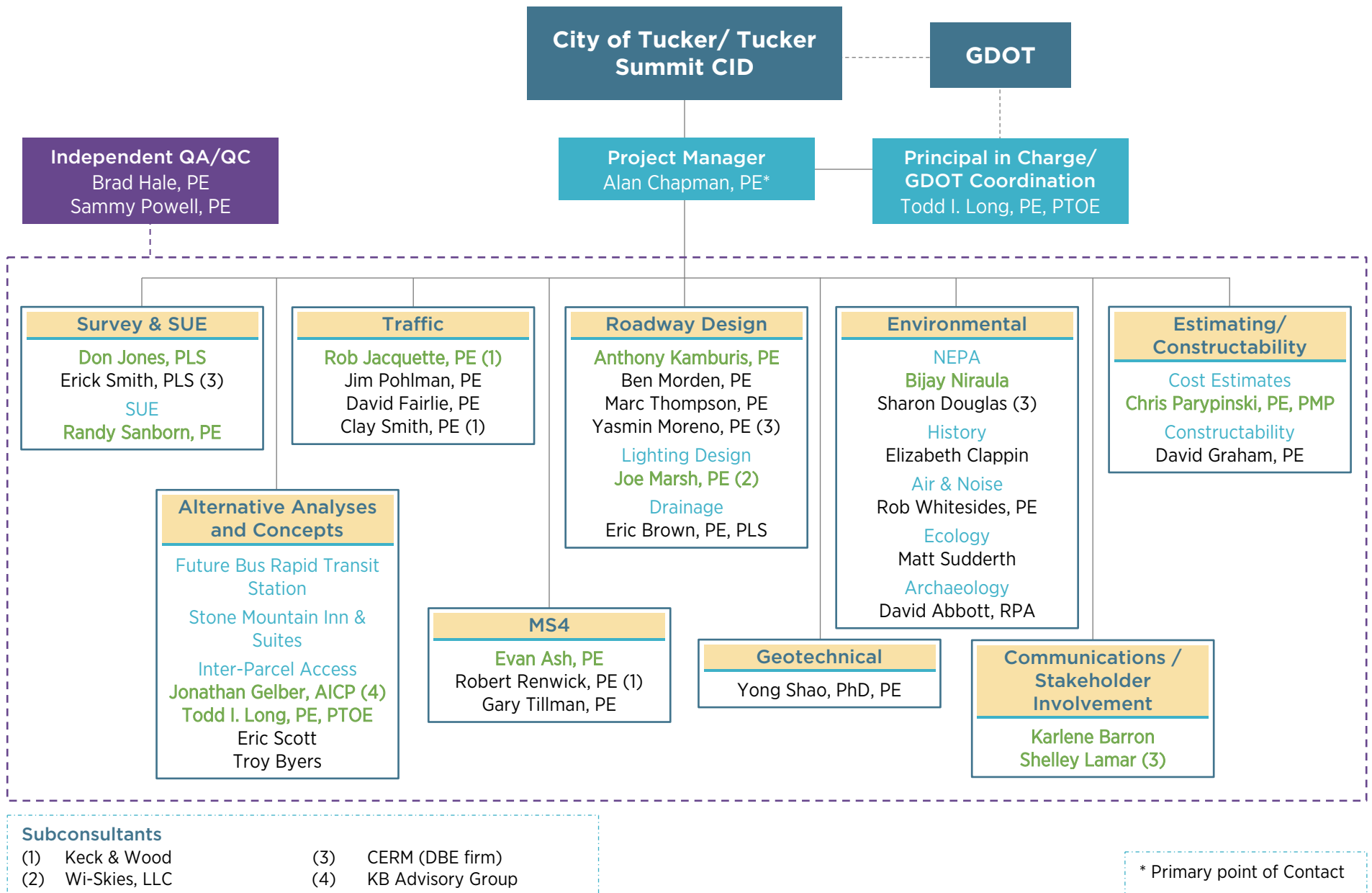
Connections from all the affected businesses will be analyzed. Inter-parcel access can be a challenge to coordinate. Atlas is currently in the process of gaining inter-parcel access agreements for another project in Tucker. Our team will provide a detailed summary of the inter-parcel opportunities.

PROJECT TIMELINE

Timing is critical on this project, and we understand the City would like to complete all design and RW by the summer of 2023.

TASKS	Months																										
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
	2021			2022												2023											
	Oct	Nov	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Task 1 Limited Scope Concept Report																											
Develop Limited Scope Concept Report																											
GDOT Review & Approval Limited Scope Concept Report																											
Task 2 Database Preparation																											
Develop Project Database																											
Task 3 Environmental Documentation																											
Environmental Resource Identification Report																											
Environmental Documentation & Permit																											
Task 4A Preliminary Plans																											
Prepare Preliminary Construction Plans																											
Submit Plans for PFPR																											
PFPR & Report Approval																											
Task 5 Right Of Way Plans																											
Preparation and Approval of Right of Way Plans																											
Task 4B Final plans																											
Prepare Final Plans																											
Submit Plans for PFPR																											
PFPR & Report Approval																											
Final Plan approval																											

ORGANIZATION CHART



RESUMÉS

ALAN CHAPMAN, PE
PROJECT MANAGER**Education**

M.B.A., Georgia State University
Bachelor of Civil Engineering,
Georgia Institute of
Technology

Professional Registration

Professional Engineer:
Georgia #19627

Professional Training

Leadership Gwinnett Graduate,
2017

Professional Affiliations

American Society of Civil
Engineers
Atlanta Regional Commission,
Transportation Coordinating
Committee
Atlanta Transit Link, Transit
Executives Committee

Years of Experience

33

Years with Firm

1

WHY IS ALAN A GOOD FIT FOR THE PROJECT

Alan Chapman joined Atlas Technical Consultants in 2021 as a project manager after retiring from Gwinnett County. His hands-on experience with all aspects of transportation infrastructure funding, planning, design, and construction provides our local and state government clients invaluable insights into maintaining and improving their transportation systems for all modes of users. **Alan is very familiar with current design criteria while managing GDOT related projects. (AASHTO, MUTCD, GDOT Design manual, PDP, PPG, etc.).**

Prior to serving as the Gwinnett DOT Director, Alan was the Deputy Director responsible for the delivery of the capital program. During his time in this role, Alan completed over 700 transportation projects. He managed several interchange projects including the I-85 at SR 316 rebuild (design, land acquisition, environmental permitting), Gwinnett's two diverging diamond interchange projects on I-85 at Jimmy Carter Boulevard and Pleasant Hill Road, the Pleasant Hill Road interchange at Buford Highway and Norfolk Southern Railroad and several other smaller interchange improvements. Alan's many years of experience with project stakeholders, citizens and other project partners provide him with the ability to coordinate through competing priorities and provide clients with the right recommendations for successful project development.

Senior Project Manager, Atlas Technical Consultants

- Henry County, Countywide Stormwater Inventory, Project Manager – Managing eight GPS survey crews and GIS analyst in the inspection of all stormwater inventory in unincorporated Henry County.
- City of Tucker, Hugh Howell Road at Flinstone Drive at new Smokerise Elementary School, Project Manager – Managing design and construction of transportation improvements at new school opening Fall 2021. Construction includes new connection from school to Hugh Howell Road, widening of Hugh Howell and new traffic signal. Challenges include major utility relocations and very tight time frame.
- Managing various transportation studies across the Atlanta Region including SPLOST, freight, safety and corridor studies with counties, cities, community improvement districts and private organizations. Providing project management for various annual contracts on several capital improvement programs in the Atlanta region.

Director, Gwinnett County Department of Transportation

- Responsible for all Transportation Department Operations including leading 165 employees, operations and maintenance of 2,700 miles of roads, 180 bridges, 725 traffic signals and an extensive stormwater system, management of a \$500 million capital program and operation of general aviation airport and transit system.
- Coordinated with County Administrator, County Commissioners, citizens, other County departments, external agencies and partners to manage the County's transportation infrastructure and implement County transportation programs.
- Worked directly with County Commissioners, DOT staff, consultants and citizens to develop both the Destination 2040 Comprehensive Transportation Plan and the Connect Gwinnett Transit Plan, Gwinnett's first comprehensive transit plan.

Deputy Director for Program Delivery, Gwinnett County Department of Transportation

- Managed Gwinnett DOT Special Purpose Local Option Sales Tax (SPLOST) program including engineering, land acquisition and construction. Projects included roadway, bridge, pedestrian and stormwater improvements. Worked with citizens as well as agencies including Georgia DOT, Federal Highway Administration, US Army COE, Atlanta Regional Commission, GRTA, Gwinnett Cities, Gwinnett Community Improvement Districts and Gwinnett Board of Education to implement SPLOST program.

TODD I. LONG, PE, PTOE

PRINCIPAL IN CHARGE/GDOT COORDINATION

Education

M.S., Civil Engineering, Georgia
Institute of Technology
B.S., Civil Engineering, Georgia
Institute of Technology

Registration & Certification

Professional Engineer:
Georgia #21052
Alabama #38635-E
Louisiana #43910
Texas #138251
Certified Professional Traffic
Operations Engineer (PTOE)

Professional Training

Leadership Georgia Graduate
Georgia Leadership Institute,
Carl Vinson Institute
AASHTO Leadership Course,
University of Indiana

Years of Experience

31

Years with Firm

3

EXPERIENCE & RESPONSIBILITIES

Todd Long joined Atlas Technical Consultants in 2018 as Chief Operating Officer for the Duluth branch. He has 31 years of experience in government services with focused experience in planning, engineering, operations, and administration for large governmental organizations and has served in leadership roles for most of his career.

WHY IS TODD A GOOD FIT ON THIS PROJECT?

Todd served as District Traffic Engineer and Special Studies Engineer early in his GDOT career. Todd managed countless intersection and interchange improvements around the state, which included making recommendations and studying traffic flow. Todd has a passion for traffic engineering and has fought for additional funds throughout his career to make operational improvements.

Prior to joining Atlas, Long served as Chief Operating Officer for Fulton County from 2015 to 2018. He led the day-to-day activities of the County's customer-facing departments, including Public Works/Transportation. Todd led the effort in Fulton County for the state's first single county TSPLOST that included about \$575 million worth of projects, with nearly \$200 million designated for safety-related projects.

Prior to joining Fulton County in 2015, Long retired after a 25-year career in transportation at GDOT. Long served in several positions with the State of Georgia, including Deputy Commissioner, Director of Planning, GRTA Chief Engineer, Director of Preconstruction, Director of Administration, District Engineer, District 1 Assistant District Engineer and Preconstruction Engineer, District Traffic Engineer, Special Studies Engineer, Traffic Operations, Urban Transportation Engineer, and DOT Training Program.

BRAD HALE, PE

QA/QC

Education

B.S., Civil Engineering, Georgia
Institute of Technology

Professional Training

GDOT Plan Development
Process

Professional Registrations

Professional Engineer:
Georgia #23733

Professional Certifications

Level II Certified Design
Professional #17134, Georgia
Soil and Water Conservation
Commission

Years of Experience

28

Years with Firm

28

EXPERIENCE & RESPONSIBILITIES

Brad Hale serves as the Southeast Region Highway Design Manager for Atlas Technical Consultants. He monitors progress of Atlas's work and makes staff assignments to projects necessary to maintain schedules and production of design deliverables. Since joining Atlas in 1992, Mr. Hale has been involved in design and project management for a variety of significant transportation projects. He supervises a team of engineers and technicians using the latest design-related, computer software and methods. In 2003, Hale served on GDOT's ADDS Committee which developed the 2004 Electronic Data Guidelines (EDG).

I-16/I-75 Interchange, Bibb County, Georgia

Improvement project includes widening and reconstruction of I-75 from Hardeman Avenue to Pierce Avenue and I-16 from I-75 to Walnut Creek city of Macon. Within this corridor are three interstate/arterial route interchanges (I-16 at Spring Street, Second Street, and Coliseum Drive), and a freeway-to-freeway interchange between I-16 and I-75. As project manager, Hale had direct supervision over the database preparation, concept development, preliminary engineering, right of way plans, and final plan development.

SR 20 Widening and Relocation, Gwinnett County, Georgia

Phase I of this project consisted of relocating SR 20 between I-85 and SR 324 (1.25 miles). Phase II consisted of widening SR 20 from SR 324 to I-985 (1 mile). The roadway was widened from 2 lanes to 4 lanes with a 44-foot depressed median. At select locations, the median was reduced to a 20-foot raised median to better accommodate proposed development. As project manager, Hale had direct supervision over the database preparation, concept development, preliminary engineering, right of way plans, and final plan development.

ANTHONY KAMBURIS, PE

ROADWAY DESIGN LEAD

Education

B.S., Civil Engineering, Auburn University

Registration

Professional Engineer:
Georgia #23889

Professional Training

Plan Development Process Training
Signing and Marking Design
Traffic Signal Design
Geometric Design
Practical Highway Hydrology

Certification

Level II Certified Design
Professional #81530, GSWCC

Years of Experience

32

Years with Firm

3

EXPERIENCE & RESPONSIBILITIES

Mr. Kamburis has 32 years of experience in the design of roadway projects, 28 of that on GDOT projects. His design responsibilities have included project planning and schedules, right-of-way evaluation, quality control, roadway geometrics, quantities, utilities, MOT, staging, urban drainage design, MicroStation, InRoads, erosion control, plan reviews, and project management according to the Plan Development Process. He has led efforts for projects throughout the southeast and is knowledgeable in a variety of project types including corridor studies, Interstate design, bridge replacements, safety improvements, urban and rural widenings, and new alignment roadways. **Anthony is extremely familiar with current design criteria while managing GDOT related projects (AASHTO, MUTCD, GDOT Design manual, PDP, PPG, etc.). He is also familiar with all software that has been adopted by GDOT.**

His project experience includes the following:

- SR 180 at Slaughter Creek, Union County, Georgia
- GDOT Bridge Bundle #3 – Lead Roadway Engineer for Multiple GDOT Bridge replacement projects
- Woodland Brook Culvert Replacement at Gilmore Creek, Cobb County DOT
- Old Alabama Road Sidewalk Improvements, Cobb County DOT
- East West Connector, Phase V, Cobb County DOT
- East Hiram Bypass, Paulding County DOT

ROB JACQUETTE, PE, PTOE

TRAFFIC LEAD

KECK & WOOD

Education

B.S., Civil Engineering, Georgia Institute of Technology

Registration

Professional Engineer:
Georgia #36635
FL, IL, MS, NC, SC, TN, VA
PTOE #3534

Professional Associations

Institute of Transportation Engineers (ITE)
Intelligent Transportation Society (ITS)
American Council of Engineering Companies (ACEC)

Years of Experience

14

EXPERIENCE & RESPONSIBILITIES

Mr. Jacquette is the Vice President of Operations and Traffic Engineering Division Manager for Keck & Wood, Inc. He is a proven and proficient traffic engineer who excels in effective project management. He is a hands-on manager, with a proven ability to scope a project and deliver within an agreed-upon schedule, while meeting or exceeding client expectations. Rob is a client partner, responsible for creating quality concept designs and reports, providing environmental document coordination, and managing the design of preliminary, right-of-way and final construction documents, while overseeing design team assignments and project/client coordination. Rob performed the Traffic Engineering Study provided as part of this RFP.

- Traffic Project Manager responsible for the concept development and traffic study for the interchange improvements and median installation along Mountain Industrial Boulevard and the US 78 Ramps. Several alternatives were investigated for the interchange including bridge replacement, diverging diamond interchange and the preferred alternative of ramp realignment and median installation. Heavy coordination with TSCID and GDOT were needed to secure construction funding for the project from GDOT.
- Project Manager for Region 1 (Districts 1, 2, 5, DeKalb, Rockdale, and Clayton Counties) of the Operational Improvements Program for GDOT. Responsible for the project management of multiple intersection improvements design task orders and task orders to perform operational improvement studies and research for intersections throughout the region. Intersection selection is data driven and benefit-cost ratios are integral to the prioritization of projects programmed throughout the region.

EVAN ASH, PE

HIGHWAY DESIGN ENGINEER – MS4

Education

B.S., Civil Engineering, Georgia Institute of Technology

Professional Training

Professional Engineer
Development Program
Post-Construction Stormwater Design
Signing and Marking Design
Traffic Signal Design
Geometric Design
Practical Highway Hydrology

Professional Registrations

Professional Engineer:
Georgia #43358

Professional Certifications

Level II Certified Plan Reviewer
#75576, Georgia Soil and Water Conservation Commission

Years of Experience

8

Years with Firm

4

EXPERIENCE & RESPONSIBILITIES

Evan Ash joined Atlas Technical Consultants in 2017 as a highway design engineer. His software skills include MicroStation V8i, InRoads Select Series 2, and Microsoft Office Suite. He performs roadway design on a variety of projects. **Evan is extremely familiar with current design criteria while managing GDOT related projects. (AASHTO, MUTCD, GDOT Design manual, PDP, PPG, et)**

RELEVANT PROJECT EXPERIENCE

- **US 84 Connector.** Completed design for horizontal alignment, vertical alignment, cross sections, and drainage. Completed cost estimates and MS4 report.
- **I-16/I-75 Interchange Improvement, Bibb County, Georgia.** Created plan sheets for wall envelopes, drainage profiles, and typical sections; and calculated quantities and cost estimates.
- **Courtesy Parkway Extension, Rockdale County, Georgia.** Completed MS4 report.
- **McGinnis Ferry Road Widening, Fulton and Forsyth Counties, Georgia.** Updated right of way plans, cross sections and retaining wall envelopes.

Prior to joining Atlas, Ash worked at GDOT as a Civil Engineer III. His project experience included:

- GA 133 Corridor Widening, Colquitt County, Georgia
- GA 36 Bridge Replacement over Yellow River, Newton County, Georgia
- US 27/Twin Cedars Road Intersection Improvement, Catoosa County, Georgia
- I-20 Repaving, Carroll County, Georgia
- PDP Training Class

RANDY SANBORN, PE

SUBSURFACE UTILITY ENGINEERING MANAGER

Education

B.S. in Environmental Engineering Sciences, University of Florida

Professional Registrations

Professional Engineer:
Georgia #25627
North Carolina #27287
South Carolina #21548
Florida #25049

Professional Certifications

GDOT PDP Certified
DOT Project Management Certified PE

Years of Experience

33

Years with Firm

6

EXPERIENCE & RESPONSIBILITIES

Randy Sanborn is widely recognized as an industry leader in the subsurface utility engineering (SUE) and utility coordination (UC) arena. He has provided SUE and UC related services in Georgia for more than 20 years. Mr. Sanborn has managed more than 500 individual SUE contracts. These contracts included more than \$20M, totaling almost 1,500 miles of utility locates and over 3,600 test holes. His knowledge of ASCE 38-02; the standard care for locating and depicting utilities, the GDOT PDP, the Electronic Data Guidelines and the Utility Accommodation Manual is a testament to his understanding for the utility process.

RELEVANT PROJECT EXPERIENCE

- **GDOT-Statewide Master SUE contract; 1999 to 2012.** Contract/Project Manager. These on-call contracts included subsurface utility engineering for both underground and above ground utilities. Responsibilities included all SUE quality levels, Utility Impact Analysis (UIA) and data management.
- **City of Sandy Springs 2016-18.** Contract/Project Manager. Performed on-call SUE services for various architects and engineers, as well as the contractor, throughout the development of the City Center.

BIJAY NIRAULA

ENVIRONMENTAL MANAGER

Education

M.S., Environmental and Biological Sciences, Troy University, Troy, Alabama 2014

B.S., Environmental Science, Tribhuvan University, Nepal 2010

Professional Affiliations

Association of Southeastern Biologists

Years of Experience

5

Years with Firm

5

EXPERIENCE & RESPONSIBILITIES

Bijay Niraula joined Atlas Technical Consultants as an ecologist. Mr. Niraula's responsibilities have included the management of the environmental and ecological phases of project development, ecological surveys, and associated report/permit application preparation. These include the U.S. Army Corps of Engineers Permitting (USACE) ranging from Nationwide to Individual permits and Georgia Department of Natural Resources, Environmental Protection Division (EPD) Stream Buffer Variances. Mr. Niraula closely coordinates with engineers and state and federal regulatory agencies to ensure environmental compliance, as well as avoidance and minimization of impacts to threatened and endangered species, waters of the U.S., and state protected buffers. Mr. Niraula has completed the aforementioned tasks for the following projects at Atlas:

- I-16/I-75 Interchange Improvements, Bibb County, Georgia
- McGinnis Ferry Rd at SR 400 Interchange, Forsyth and Fulton counties, Georgia
- Sigman Road Widening, Rockdale County, Georgia
- GDOT Design Build 2016 Bridges Batch 1
- SR 324 at I-85 Interchange, Gwinnett County, Georgia

DONALD R. JONES, RLS

SURVEY MANAGER

Education

A.S., Civil Engineering, Southern College of Technology

A.S., Pre-Forestry, Reinhardt College

Professional Registrations

Registered Land Surveyor:
Georgia #2396
South Carolina #20189
North Carolina #L-4926

Professional Certifications

Level II Certified Design
Professional #11847, Georgia
Soil and Water Conservation Commission

Years of Experience

39

Years with Firm

32

EXPERIENCE & RESPONSIBILITIES

Don Jones has more than 39 years of experience in surveying and mapping for highways, sewer and water lines, industrial parks and recreation areas, airports, shopping centers, and subdivisions. He is particularly familiar with the specific needs of civil engineers as they relate to creating quality database drawings for design. He has a firm understanding of the needs of grading contractors and general contractors in the field of construction staking. He has supervised construction layout work for various projects such as airports, road construction, utility construction, hospitals, and underwater pipelines. He has supervised boundary and topographic surveys, easement platting for route surveys, and final platting of commercial and residential developments. He has performed static network and RTK GPS surveys based on state plane coordinates. Mr. Jones is experienced in producing survey data using C&G Software and AutoCAD. He has performed surveys for the following intersection projects:

- McEver Road at Flat Creek Road, Oakwood, Georgia
- McEver Road at Jim Crow Road, Flowery Branch, Georgia
- White Sulfur Road at Lotheridge Road, Gainesville, Georgia
- Reynolds Road at Westlake Parkway, Atlanta, Georgia
- Ramsey Road at State Route 369, Gainesville, Georgia

JOSEPH D. MARSH, PE

LIGHTING DESIGN ENGINEER

WI-SKIES

Education

B.S., Electrical & Computer
Engineering, Valparaiso
University

Registration

Professional Engineer:
Georgia #36491

Years of Experience

16

Years with Firm

6

The President of Wi-Skies, LLC, Joe brings over 16 years of diverse engineering experience, with a focus on roadway lighting. Mr. Marsh is heavily involved with the Illuminating Engineering Society of North America (IES), which sets the lighting design criteria most agencies adopt and is currently Secretary of the Roadway Lighting Executive Committee and is leading the international effort to change the existing policy regarding daytime lighting in tunnels. His strengths are leadership, sensible application of technical knowledge and project delivery, where he has consistently overseen many large-scale projects simultaneously while delivering superior quality work. In addition to his diverse lighting background, Joe has worked on several cutting-edge ITS projects, ranging from design to installation to integration and debugging. Mr. Marsh has repeatedly demonstrated his diversity as an electrical engineer who can handle any lighting, electrical or ITS project.

Project Manager for I-285 at SR 400 Interchange Lighting and ITS Power (GDOT). As part of the largest design-build effort the state has ever taken on, Joe designed the entire lighting and electrical ITS work for the interchange, comprising of several hundred devices.

Project Manager for I-285 at I-20 West Phase 1 Lighting Study for GDOT. As part of GDOT's Major Mobility Investment Program (MMIP), the existing I-285 interchange with I-20 on the west side of the loop is being reconstructed to improve traffic flow throughout the interchange as well as adjacent interchanges. These improvements include increased entrance and exit ramps for all interchanges as well as the main interchange itself, some of which include eliminating weaving areas and replacing them with dedicated throughway tunnels.

Project Manager for Lighting for SR 120 from SR 141 to Peachtree-Industrial (GDOT). The reconstruction and widening of over 2.5 miles of this major thoroughfare is substantial and comprises several large intersections and a roundabout. As part of the project, a multi-use path is being installed along one side of the roadway and a sidewalk will be installed on another, both of which will be properly lit, along with the roadway.

CHRISTOPHER M. PARYPINSKI, PE, PMP

COST ESTIMATING

Education

B.S., Civil Engineering, Clemson
University

Professional Training

GDOT Plan Development
Process

Professional Registrations

Professional Engineer:
Georgia #27368

Professional Certifications

Level II Certified Design
Professional #17137, GSWCC
Project Management
Professional

Years of Experience

27

Years with Firm

26

EXPERIENCE & RESPONSIBILITIES

Mr. Parypinski serves as liaison between Gwinnett County Department of Transportation and design consultants helping to properly prepare construction plans for roadway projects funded through the 1997 and 2001 SPLOST programs. This includes reviewing consultants' cost proposals to ensure that they are reasonable to cover costs of design and working with design consultants, as well as county and state officials, throughout the design process to ensure that all county state and federal guidelines are met. He reviews all submitted plans and conducts field plan review. Other responsibilities include meeting with property owners to explain impacts to their property; designing alternative solutions to lessen impacts to adjacent properties; reviewing proposed projects and creating cost estimates; reviewing all erosion, sediment and pollution control plans and all comprehensive monitoring plans to ensure the proposed designs meet current NPDES standards; reviewing design consultants' pay statements to verify that sufficient progress has been met to warrant the requested payment; tracking all project schedules through the design process. Mr. Parypinski's background and hands-on experience with local government projects gives him an excellent grasp of construction, right-of-way, and utility relocation costs.

JONATHAN GELBER, AICP

ALTERNATIVE ANALYSES AND CONCEPTS

KB ADVISORY GROUP

Education

M.S., Real Estate, Georgia State University Robinson College of Business
M.S., Urban Planning, Columbia University
B.A., Reed College

Years of Experience

22

Years with Firm

13

EXPERIENCE & RESPONSIBILITIES

Jonathan Gelber brings a unique cross-disciplinary approach to KB Advisory Group, with a professional and educational background that combines real estate, business, planning, and transportation. He specializes in real estate, urban planning, and economic development and transportation planning, and policy. Project experience includes redevelopment planning for communities with extensive experience preparing over 40 downtown and commercial corridor redevelopment plans, updates, and implementation projects, including project management experience from both the client-side and the consultant side of the planning process. Other project experience includes transportation economic analysis, including land use analysis, economic development analysis, and demographic forecasting.

KARLENE BARRON

COMMUNICATIONS / STAKEHOLDER INVOLVEMENT

Education

M.A., Public Communication, The American University
B.A., Mass Communication, Mansfield University

Years of Experience

30

Years with Firm

2

EXPERIENCE & RESPONSIBILITIES

Karlene Barron joined Atlas as communications director in 2018. Barron, a 30-year public relations, marketing, and communications professional, led and managed Georgia DOT's overall public education and outreach efforts for most of those years. She was responsible for improving the Department's public outreach efforts through enhanced use of media relations, community outreach, digital media, and public involvement. She began her career working as a Public Relations Manager in the Office of the Prime Minister of Jamaica and has also worked in social service PR in Washington, D.C., and entertainment PR in New York. She has a Master of Arts degree in Public Communications from The American University in Washington, D.C.

SHELLEY LAMAR

COMMUNICATIONS / STAKEHOLDER INVOLVEMENT

CERM

Education

Bachelor's Business Administration, Georgia State University

Years of Experience

30

Years with Firm

3

EXPERIENCE & RESPONSIBILITIES

Shelley Lamar brings over 30 years of experience providing public and stakeholder engagement, planning, project management and contract management for small and large-scale projects and capital programs. Shelley provides a strong knowledge of regional planning and inter-agency coordination. She possesses a keen understanding of the importance of local, regional, corporate and community stakeholder involvement/education and multi-jurisdictional coordination. In Atlanta she has successfully engaged the Hartsfield-Jackson Atlanta International Airport (ATL), the Atlanta Regional Commission (ARC), Georgia Department of Transportation (GDOT), the Metropolitan Atlanta Rapid Transit Authority (MARTA), municipalities, corporate partners, and citizens in a variety of initiatives related to aviation, transit, and local/regional economic development. For the recent Mobile Airport Authority's Mobile Downtown Airport Master Plan Shelley managed the Environmental Overview for the master plan and presented process and findings to stakeholders and the public. She has served on numerous steering committees focusing on transportation (aviation, roadway, and mass transit), cargo, logistics, and economic development.

Continental Casualty Company			
Type:	Professional Liability	Level of Coverage:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Steadfast Insurance Company			
Type:	Commercial General Liability Contractual Liability Independent Contractor	Level of Coverage:	\$2,000,000 per occurrence \$100,000 – damage to rented premises \$5,000 – medical expenses (per person) \$2,000,000 – personal & bodily injury \$6,000,000 – general aggregate \$4,000,000 – products – comp/OP aggregate
Type:	Excess Liability	Level of Coverage:	\$1,000,000 – each occurrence/aggregate
Zurich American Insurance Company			
Type:	Automobile Liability	Level of Coverage:	\$5,000,000 – combined single limit, each accident
Type:	Workers Compensation and Employers' Liability	Level of Coverage:	\$1,000,000 – each accident \$1,000,000 – disease, each employee \$1,000,000 – disease, policy limit

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

RFP # 2021-011

Professional Engineering Design Services for Roadway & Ramp
Improvements: Mountain Industrial Boulevard at US 78

Upon receipt, please print and add to your proposal

**I hereby acknowledge receipt of the supplement pertaining to the
above referenced bid.**

COMPANY NAME: Atlas Technical Consultants LLC

CONTACT PERSON: Todd I. Long, PE, PTOE

ADDRESS: 2450 Commerce Ave. Suite 100

CITY: Duluth **STATE:** GA **ZIP:** 30096

PHONE: 770.263.5945 **FAX:** 770.263.0166

EMAIL ADDRESS: Todd.Long@OneAtlas.com



July 19, 2021

SIGNATURE

DATE


STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the
area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
Atlas Technical Consultants, LLC 2450 Commerce Avenue, Suite 100 DULUTH, GA		May 13, 2021	March 12, 2023
SIGNATURE			
			
1. Transportation Planning <input checked="" type="checkbox"/> 1.01 State Wide Systems Planning <input checked="" type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input checked="" type="checkbox"/> 1.06b History <input checked="" type="checkbox"/> 1.06c Air Studies <input checked="" type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input checked="" type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input checked="" type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input checked="" type="checkbox"/> 1.09 Location Studies <input checked="" type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input checked="" type="checkbox"/> 1.12 Major Investment Studies <input checked="" type="checkbox"/> 1.13 Non-Motorized Transportation Planning		3. Highway Design Roadway (continued) <input checked="" type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination <input checked="" type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
2 Mass Transit Operations <input checked="" type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input checked="" type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing		4. Highway Structures <input checked="" type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input checked="" type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input checked="" type="checkbox"/> 4.05 Bridge Inspection	
3 Highway Design Roadway <input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input checked="" type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input checked="" type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input checked="" type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input checked="" type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input checked="" type="checkbox"/> 3.06 Traffic Operations Studies <input checked="" type="checkbox"/> 3.07 Traffic Operations Design <input checked="" type="checkbox"/> 3.08 Landscape Architecture		5. Topography <input checked="" type="checkbox"/> 5.01 Land Surveying <input checked="" type="checkbox"/> 5.02 Engineering Surveying <input checked="" type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04a Aerial Photography/Conventional Aircraft <input checked="" type="checkbox"/> 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade <input type="checkbox"/> 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade) <input type="checkbox"/> 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade) <input type="checkbox"/> 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade) <input type="checkbox"/> 5.06d Topographic Remote Sensing (SONAR) <input type="checkbox"/> 5.06e Topographic Remote Sensing Thermal and Infrared <input checked="" type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
		6. Soils, Foundation & Materials Testing <input checked="" type="checkbox"/> 6.01a Soil Surveys <input checked="" type="checkbox"/> 6.01b Geological and Geophysical Studies <input checked="" type="checkbox"/> 6.02 Bridge Foundation Studies <input checked="" type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input checked="" type="checkbox"/> 6.04a Laboratory Materials Testing <input checked="" type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input checked="" type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
		8. Construction <input checked="" type="checkbox"/> 8.01 Construction Supervision	
		9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input checked="" type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input checked="" type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	


STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the
area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
CORPORATE ENV RISK MGT, LLC. (CERM, LLC) 1990 LAKESIDE PARKWAY, SUITE 300 TUCKER, GA 30084		August 19, 2020	June 15, 2023
SIGNATURE			
			
1. Transportation Planning <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input checked="" type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning		3. Highway Design Roadway (continued) <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
		4. Highway Structures <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input checked="" type="checkbox"/> 4.05 Bridge Inspection	
		5. Topography <input checked="" type="checkbox"/> 5.01 Land Surveying <input checked="" type="checkbox"/> 5.02 Engineering Surveying <input checked="" type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04 Aerial Photography <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06 Topographic Remote Sensing <input checked="" type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
2. Mass Transit Operations <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing		6. Soils, Foundation & Materials Testing <input checked="" type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input checked="" type="checkbox"/> 6.02 Bridge Foundation Studies <input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input checked="" type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
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		9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	


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NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
KECK & WOOD, INC. 3090 Premiere Parkway, Suite 200 DULUTH, GA 30097		January 14, 2021	September 14, 2023
<p align="center">SIGNATURE</p> 			
1. Transportation Planning <input type="checkbox"/> 1.01 State Wide Systems Planning <input checked="" type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input checked="" type="checkbox"/> 1.09 Location Studies <input checked="" type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input checked="" type="checkbox"/> 1.13 Non-Motorized Transportation Planning	3 Highway Design Roadway (continued) <input checked="" type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure		
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NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
WI-SKIES, LLC 884 Elliott Road, Dawsonville, GA 30534		February 13, 2020	February 13, 2023
<p align="center">SIGNATURE</p> 			
1. Transportation Planning - 1.01 State Wide Systems Planning - 1.02 Urban Area and Regional Transportation Planning - 1.03 Aviation Systems Planning - 1.04 Mass and Rapid Transportation Planning - 1.05 Alternate System and Corridor Location Planning - 1.06 Unknown - 1.06a NEPA Documentation - 1.06b History - 1.06c Air Studies - 1.06d Noise Studies - 1.06e Ecology - 1.06f Archaeology - 1.06g Freshwater Aquatic Surveys - 1.06h Bat Surveys - 1.07 Attitude, Opinion and Community Value Studies - 1.08 Airport Master Planning - 1.09 Location Studies - 1.10 Traffic Studies - 1.11 Traffic and Toll Revenue Studies - 1.12 Major Investment Studies - 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) - 3.09 Traffic Control System Analysis, Design and Implementation - 3.10 Utility Coordination - 3.11 Architecture - 3.12 Hydraulic and Hydrological Studies (Roadway) - 3.13 Facilities for Bicycles and Pedestrians - 3.14 Historic Rehabilitation X 3.15 Highway Lighting - 3.16 Value Engineering - 3.17 Design of Toll Facilities Infrastructure		
2. Mass Transit Operations - 2.01 Mass Transit Program (Systems) Management - 2.02 Mass Transit Feasibility and Technical Studies - 2.03 Mass Transit Vehicle and Propulsion System - 2.04 Mass Transit Controls, Communications and Information Systems - 2.05 Mass Transit Architectural Engineering - 2.06 Mass Transit Unique Structures - 2.07 Mass Transit Electrical and Mechanical Systems - 2.08 Mass Transit Operations Management and Support Services - 2.09 Aviation - 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures - 4.01a Minor Bridges Design - 4.01b Minor Bridges Design CONDITIONAL - 4.02 Major Bridges Design - 4.03 Movable Span Bridges Design - 4.04 Hydraulic and Hydrological Studies (Bridges) - 4.05 Bridge Inspection		
3. Highway Design Roadway - 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design - 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers - 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas - 3.04 Multi-Lane, Limited Access Expressway Type Highway Design - 3.05 Design of Urban Expressway and Interstate - 3.06 Traffic Operations Studies - 3.07 Traffic Operations Design - 3.08 Landscape Architecture	5. Topography - 5.01 Land Surveying - 5.02 Engineering Surveying - 5.03 Geodetic Surveying - 5.04 Aerial Photography - 5.05 Aerial Photogrammetry - 5.06 Topographic Remote Sensing - 5.07 Cartography - 5.08 Subsurface Utility Engineering 6. Soils, Foundation & Materials Testing - 6.01a Soil Surveys - 6.01b Geological and Geophysical Studies - 6.02 Bridge Foundation Studies - 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) - 6.04a Laboratory Materials Testing - 6.04b Field Testing of Roadway Construction Materials - 6.05 Hazard Waste Site Assessment Studies		
	8. Construction - 8.01 Construction Supervision		
	9. Erosion and Sedimentation Control - 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program - 9.02 Rainfall and Runoff Reporting - 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations		



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

September 8, 2021

City of Tucker
Attn: Mr. Ken Hildebrandt
1975 Lakeside Parkway, Suite 350
Tucker, GA 30084

Tucker Summit Community Improvement District
Attn: Mr. Larry Kaiser
1677 Lewis Way
Stone Mountain, GA 30083

**RE: Professional Engineering Design Services For
Roadway & Ramp Improvements:
Mountain Industrial Boulevard @ US 78
RFP # 2021-011**

Dear Sirs,

Atlas Technical Consultants LLC (Atlas) is pleased to have been asked to provide a fee for the above referenced Mountain Industrial Boulevard at US 78 interchange improvement project. We propose to perform this work in accordance with the scope identified in the request for proposals as itemized in seven specific RFP listed tasks. Separate lump sum fees are shown below for each of the tasks 1 through 6 with a total for those areas of work. Lump sum fees for each of tasks 7A-7C are also shown below with a task total for task 7.

Fees by Task – Tasks 1-6:

Task 1 – Limited Scope Concept Report	\$ 89,375.53
Task 2 – Database Preparation	\$152,646.04
Task 3 – Environmental	\$ 94,576.80
Task 4 – Engineering Design	\$299,925.12
Task 5 – Right of Way	\$ 11,698.61
Task 6 – Meeting Attendance	\$ 50,637.40
Total Fee – Tasks 1 through 6	\$698,859.50



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oneatlas.com

Fees by Task – Task 7 Alternate Analyses and Concepts:

Task 7A – Future Bus Rapid Transit Station	\$37,164.74
Task 7B – Stone Mountain Inn & Suites	\$18,034.16
Task 7C – Inter-Parcel Access	\$16,268.32
Total Fee – Sub-Tasks 7A through 7C	\$71,467.22

We have separately provided documentation of the assumptions that were made regarding the scope of work in preparing this fee proposal and have also provided information regarding task hours and labor rates. Once you have reviewed our fees, please do not hesitate to call me at 770-377-8054 if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Alan R. Chapman". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Alan R. Chapman, PE
Project Manager

cc: Todd Long



MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks and Recreation
CC: Tami Hanlin, City Manager
Date: September 13, 2021
RE: Henderson Park Sidewalk Project – ITB 2021-005

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 a pedestrian sidewalk along the east side of Henderson Park Road lot in Henderson Park.

Recommendation:

Staff recommends approving a contract, for a total of \$117,400.00, with AJB Construction Group, INC. to add new sidewalks along Henderson Park Road from the Livsey Street entrance to the first parking lot. We had 9 contractors submit bids. AJB has numerous parks projects and just recently completed a similar park sidewalk project in a neighboring community.

Background:

As part of our Master Plan, access was mentioned as priorities in our parks. We continue to strive to add these priority features in our system. This will enable walkers to travel safely from the entrance along the road to several trail starting points.

Summary:

This project will install sidewalks tying into the existing sidewalk at Livsey Street at the park entrance and run the full length to the first parking lot on Henderson Park Road. Due to some topography issues, there will be sections adjacent to the curb and some with landscape (beauty) strips. This project is intended to provide safer access to the park and trails.

Financial Impact:

This item will be funded in the Departments General Fund CIP, 320-6210-54-12000 (SP1910).

CITY OF TUCKER, GEORGIA INVITATION TO BID: ITB# 2021-005

HENDERSON PARK: SIDEWALK

Invitation: The City of Tucker is requesting bids for the HENDERSON PARK: SIDEWALK project. Bids will be received at the City of Tucker City Hall located at 1975 Lakeside Pkwy Suite 350, Tucker, GA 30084, until **Thursday, August 26, 2021 at 1:00 pm**. Bids will be reviewed by the City's staff and will be awarded to the responsive and responsible bidder whose bid, conforming with all the material terms and conditions of the ITB, is the lowest in price. Bid tabulation will be made available to all bidders upon request.

Work to Be Performed: The project consists of installing a new sidewalk along the east side of the east entrance driveway, from Livsey Road to the first parking lot. The work to be performed by the General Contractor consists of, but is not limited to, the following major items:

1. Construction of a new four-foot to five-foot wide concrete sidewalk, including several concrete flumes with steel grate trench drains, two accessible curb ramps and replacement of two ten-foot sections of existing curb and gutter.

Mandatory Pre-Bid Conference: A mandatory pre-bid conference is scheduled for **Thursday, August 12, 2021 at 10:00 am**. Attendees will meet at the east entrance of Henderson Park located at 1 Henderson Park Road, Tucker, GA 30084. **Attendees will be required to follow the most current CDC guidelines and protocols for social distancing. Any questions shall be submitted in writing per the "Instructions to Bidders".**

Specifications and Contract Documents: Digital copies (PDFs) of the Specifications and Contract Documents will be available for download from the City's website, starting on **August 5, 2021**.

Questions: Questions concerning this solicitation shall be submitted in writing via email to procurement@Tuckerga.gov. **The deadline for questions is Wednesday, August 18, 2021 by 4:00 pm.**

BID ACTIVITY SCHEDULE	
Issue RFP	Thursday, August 5, 2021
Mandatory Pre-Bid Conference	Thursday, August 12, 2021 at 10:00 am
Deadline for Questions	Tuesday, August 17, 2021 by 4:00 pm
Answers Posted by the City (Addendum)	Thursday, August 19, 2021 by 4:00 pm
Proposals Due / Bid Opening	Thursday, August 26, 2021 at 1:00 pm
Award Contract	Monday, September 13, 2021 at Regular Council Meeting

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.tuckerga.gov>) FOR ADDENDA AND SCHEDULE UPDATES.

The City reserves the right to reject any or all proposals, to waive informalities, and to re-advertise.

The City of Tucker Procurement Department



ITB #2021-005 Henderson Park Sidewalk

BID SUBMISSION SHEET

The below listed firms submitted bids which were turned in at the time indicated.

Any bid or proposal submitted after the due date and time may not be considered for award.

<u>COMPANY</u>	<u>RECEIVED</u>	<u>BID AMOUNT</u>
1. DAF Concrete Inc	8/26/2021 10:50 AM	\$169,290.00
2. Multiplex LLC	8/26/2021 11:13 AM	\$300,000.00
3. AJB Construction Group Inc	8/26/2021 12:25 PM	\$117,400.00
4. SOL Construction LLC	8/26/2021 12:20 PM	\$134,481.00
5. HFJ Concrete	8/26/2021 12:23 PM	\$168,265.00
6. Summit Construction & Development LLC	8/26/2021 12:31 PM	\$148,893.98
7. Helix Group	8/26/2021 12:31 PM	\$195,000.00
8. TriScapes Inc	8/26/2021 12:55 PM	\$188,886.10
9. LLANO	8/26/2021 12:55 PM	\$153,446.00

Opened/Verified by: Bonnie Warne 8/26/2021

Rip Robertson

Jason Collins

Ron Griffith

HENDERSON PARK SIDEWALK

BID PROPOSAL, Page 1 of 4

Proposal of AJB Construction Group, 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 AJB Construction Group, 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 **HENDERSON PARK SIDEWALK PROJECT**, including but not limited to: the construction of a four-foot to five-foot concrete sidewalk, twenty-four-inch curb and gutter, metal sidewalk flumes, and two accessible ramps.

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**.

HENDERSON PARK SIDEWALK

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: **Henderson Park Sidewalk**, 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

\$ 117,400.00

One hundred seventeen thousand four hundred

(insert written amount)

Dollars

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

HENDERSON PARK SIDEWALK

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: 8/20/21 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) The Cincinnati Insurance

Company in the amount of \$5,870

 (Five percent of Total Amount Bid).

HENDERSON PARK SIDEWALK

BID PROPOSAL, Page 4 of 4

This Bid Proposal is respectfully submitted by:

AJB Construction Group, Inc.

BIDDER (Company Name)

Company Physical Address:

97 Keys Ferry St

McDonough, Ga 30253

Company Mailing Address (if different):

Point of Contact: Phone Number

(678) 880-4912

Point of Contact: E-mail Address

amathews@ajbconstructiongroup.com

Signed and sealed this 24 day of August, 2021.

By:

Anja Mathews

(Printed Name)

President and CEO

(Title)

(Seal)

(Signature)

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.



MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks and Recreation
CC: Tami Hanlin, City Manager
Date: September 13, 2021
RE: Probst Park Memorial Project ITB 2021-003

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 a permanent memorial in newly named Probst Park.

Recommendation:

Staff recommends approving a contract, for a total of \$125,800.00, with Willow Construction, INC. to construct the Probst Memorial along the northern loop of the trail that encircles the park. We had 3 contractors submit bids. Willow Construction is a well-known park project contractor and just recently completed our Peters Park renovation project.

Background:

With the passing of Smoke Rise community visionary and developer, William "Bill" Probst, the city was approached about constructing a memorial in honor of this community icon. In February, the city renamed Smoke Rise Park in honor of Mr. Probst and is now known as "Probst Park". Community members have raised all necessary funding for a permanent memorial to honor Mr. Probst.

Summary:

The project consists of creating a new memorial plaza and observation deck for William R. Probst. The work to be performed consists of the construction of a granite chimney, granite seat walls, a paver plaza and a small wooden observation deck. The chimney will have a bronze plaque with Mr. Probst's history and the recognizable Smoke Rise community seal.

Financial Impact:

This item is fully funded through donations from Smoke Rise community members. Fund # 300-6211-54-23100 (PR2114).

CITY OF TUCKER, GEORGIA INVITATION TO BID: ITB# 2021-003

WILLIAM R. PROBST MEMORIAL

Invitation: The City of Tucker is requesting bids for the WILLIAM R. PROBST MEMORIAL project. Bids will be received at the City of Tucker City Hall located at 1975 Lakeside Pkwy Suite 350, Tucker, GA 30084, until **Thursday, August 26, 2021 at 2:00 pm**. Bids will be reviewed by the City's staff and will be awarded to the responsive and responsible bidder whose bid, conforming with all the material terms and conditions of the ITB, is the lowest in price. Bid tabulation will be made available to all bidders upon request.

Work to Be Performed: The project consists of creating a new memorial plaza and observation deck for William R. Probst. The work to be performed by the General Contractor consists of, but is not limited to, the following major items:

1. Construction of a granite chimney, granite seat walls, a paver plaza and a small wooden observation deck.

Mandatory Pre-Bid Conference: A mandatory pre-bid conference is scheduled for **Thursday, August 12, 2021 at 2:00 pm**. Attendees will meet at Probst Park (Formerly Smoke Rise Park), located at 5623 Hugh Howell Road, Tucker, GA 30084. **Attendees will be required to follow the most current CDC guidelines and protocols for social distancing. Any questions shall be submitted in writing per the "Instructions to Bidders".**

Specifications and Contract Documents: Digital copies (PDFs) of the Specifications and Contract Documents will be available for download from the City's website, starting on **August 5, 2021**.

Questions: Questions concerning this solicitation shall be submitted in writing via email to: procurement@Tuckerga.gov. **The deadline for questions is Wednesday, August 18, 2021 by 4:00 pm.**

BID ACTIVITY SCHEDULE	
Issue RFP	Thursday, August 5, 2021
Mandatory Pre-Bid Conference	Thursday, August 12, 2021 at 2:00 pm
Deadline for Questions	Tuesday, August 17, 2021 by 4:00 pm
Answers Posted by the City (Addendum)	Thursday, August 19, 2021 by 4:00 pm
Proposals Due / Bid Opening	Thursday, August 26, 2021 at 2:00 pm
Award Contract	Monday, September 13, 2021 at Regular Council Meeting

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.tuckerga.gov>) FOR ADDENDA AND SCHEDULE UPDATES.

The City reserves the right to reject any or all proposals, to waive informalities, and to re-advertise.

The City of Tucker Procurement Department



ITB #2021-003 William R. Probst Memorial

BID SUBMISSION SHEET

**The below listed firms submitted bids which were turned in at the time indicated.
Any bid or proposal submitted after the due date and time may not be considered for award.**

<u>COMPANY</u>	<u>RECEIVED</u>	<u>BID AMOUNT</u>
1. Multiplex LLC	8/26/2021 11:13 AM	\$240,000.00
2. Willow Construction Inc	8/26/2021 12:50 PM	\$125,800.00
3. TriScapes Inc	8/26/2021 12:55 PM	\$338,746.00

Opened/Verified by: Bonnie Warne 8/26/2021

Jason Collins

Ron Griffith

WILLIAM R. PROBST MEMORIAL

BID PROPOSAL, Page 1 of 4

Proposal of Willow Construction, 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 Willow Construction, 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 **WILLIAM R. PROBST MEMORIAL PROJECT**, including but not limited to: the construction of a granite chimney, granite seat walls, a paver plaza, and a wooden observation deck.

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.

WILLIAM R. PROBST MEMORIAL

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: **William R. Probst Memorial**, 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 \$ 125,800.00

ONE HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED Dollars
(insert written amount)

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

WILLIAM R. PROBST MEMORIAL

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: 8/25/2021 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) Suretec Insurance Company in the amount of Five Percent of the Greatest Amount Bid
(Five percent of Total Amount Bid).

WILLIAM R. PROBST MEMORIAL

BID PROPOSAL, Page 4 of 4

This Bid Proposal is respectfully submitted by:

Willow Construction, Inc.

BIDDER (Company Name)

Company Physical Address:

3970 Flint Hill Road

Powder Springs, GA 30127-2809

Company Mailing Address (if different):

same

Point of Contact: Phone Number

(770) 222-1555

Point of Contact: E-mail Address

agravel@wilocon.com

Signed and sealed this 26th day of August, 2021.

By:

Alan C. Gravel

(Printed Name)

President

(Title)

Alan C. Gravel

(Signature)



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.



MEMO

To: Honorable Mayor and City Council Members
From:
CC: Tami Hanlin, City Manager
Date: September 7, 2021
RE: Approval of revised on call rates for Atlas Technical Consultants in advance of the regular bid cycle

Issue:

The volume of capital projects has increased, and the staffing levels have remained the same.

Recommendation:

The Mayor and Council approve contract with Atlas Technical Consultants for Program Management of capital project purchasing in an amount not to exceed \$50,000 at the rates outlined in the attached letter.

Background:

In recent months, the city has had the fortune of receiving more revenues than anticipated. The sources of this income include stronger than expected general fund revenues from regular sources, the accumulation of unspent funds from projects that came in under budget and the American Rescue Plan funds in the amount of about \$6.7 million. As a result, we have a long list of capital projects ready for action and the same number of staff to deliver the projects. In the calendar year of 2020 purchasing managed 18 projects for a total of about \$18 million and in 2021 we have managed 43 for a total of about \$13 million projects year to date. We have been relying on the Clerk and Finance Director to work with the City Engineer and Parks and Recreation Director to manage the purchasing process along with their other regular duties. With this significant increase in volume, extra staff is required but it was not clear that a full-time position is warranted. As an interim step, I contacted three of the on-call firms to identify qualified consultants with availability to assist with the purchasing function on a trial basis. Atlas Engineering presented a highly qualified individual who have decades of experience in managing and delivering recreation, public works, and SPLOST projects from start to finish. Rates for consultants with this much experience were not included in the on-call contract with Atlas and the on-call contracts are not going to be re-bid until June of 2022. As a result, Atlas has proposed a rate for a "Program Manager" with a rate of \$210 per hour and if we choose to engage Todd Long, "Principal in Charge", his bill rate is \$250 per hour. I have requested a contract not to exceed of \$50,000. It is recognized that Atlas will encounter conflicts of interest while assisting with the procurement function. The MIB and 78 project is an example of this conflict and the city staff and Ken Hildebrant will manage every aspect of that project. Atlas understands that taking on this project may impact which projects they bid on for the city in the future. The city staff will work closely with the Atlas representative to avoid conflicts of interest and deliver.

Summary:

The contract scope will include:

- The review of our current purchasing practices, policies, and procedures to ensure compliance with all local, state, and federal purchasing requirements.
- The development and implementation of a comprehensive and sustainable reporting system for capital projects that provides staff, Mayor and Council as well as the public with regular comprehensive update on the progress of capital projects
- Recommendations on best practices for, standardizing of bidding processes, contracting methods and project tracking and delivery.
- Recommendations on the development of scopes of work to ensure the delivery of high-quality products and improved resident experiences.
- Other projects as assigned by the City Manager.

Financial Impact:

Atlas staff will charge the capital contingency fund and/or individual projects already in the approved budget, with invoices to be approved by the Finance Director.



**PROFESSIONAL ENGINEERING SERVICES
CONTRACT AGREEMENT (RFP #2018-016) TASK ORDER #33**

Procurement Process Improvement

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFP #2018-016) and shall serve as authorization by the City of Tucker to Atlas Technical Consultants ("CONSULTANT") to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFP #2018-016). Now therefore, the parties agree as follows:

Location of Project:

City Hall

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:

- The review of our current purchasing practices, policies, and procedures to ensure compliance with all local, state, and federal purchasing requirements.
- The development and implementation of a comprehensive and sustainable reporting system for capital projects that provides staff, Mayor and Council as well as the public with regular comprehensive update on the progress of capital projects
- Recommendations on best practices for, standardizing of bidding processes, contracting methods and project tracking and delivery.
- Recommendations on the development of scopes of work to ensure the delivery of high-quality products and improved resident experiences.
- Other projects as assigned by the City Manager.

Information to be provided by the CITY:

All required existing files.

CONSULTANT Deliverables to CITY:

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

Design Specifications and Guidelines:

Total Not to Exceed Fee \$ 50,000

This TASK ORDER is subject to the terms and conditions of the original CONTRACT agreement (RFP #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 60 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 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.

For each "Phase" enumerated in "Description of Services," 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:

These rates to be added to the on-call contract which will be fully re-bid in June 2022.

Program Manager: \$210

Principal In Charge: \$250

CITY OF TUCKER:

CONSULTANT: Atlas Technical Consultants

By: _____

By: _____

Title: _____ City Manager

Title: _____

Name: _____ Tami Hanlin

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

RUSSELL SMALL

PROGRAM MANAGER

EXPERIENCE & RESPONSIBILITIES

Russell Small is experienced in various aspects of civil engineering and construction management. He specializes in program/project management, construction management and project planning. He has more than 35 years of experience in the engineering and construction industry and has worked for Atlas Technical Consultants for a total of 28 years. He has been involved with a broad range of projects providing project management, planning, estimating, bidding organization, scheduling, and certification services. Project types include parks, roads, bridges, dams, museum, reservoir, sidewalks, airport terminal, utilities, jails, health center, senior center, landfills, churches, offices, pharmaceutical facilities, and libraries.

Education

B.S., Civil Engineering, Auburn University

Years of Experience

35

Years with Firm

28 (Hire Date: 11/89-12/96; 7/00-current)

RELEVANT PROJECT EXPERIENCE

Cobb County Parks, Recreation and Cultural Affairs (2012-Current) – Program Manager

Program manager responsible for the overall management of the design and construction of \$150+ million in renovation and rehabilitation of existing park facilities. Projects are funded by two separate four-year Special Purpose Local Option Sales Tax (SPLOST) efforts (2011 and 2016). Mr. Small's duties include:

- Coordination with Parks & Recreation staff
- Preparation of RFPs for construction document development
- Design review for constructability, biddability, and conformance with the expectations of the parks staff
- Review of design estimates
- Project schedule development and monitoring
- Bid analysis and award recommendations
- Supervision of project inspectors employed by MA responsible for the inspections on each project.
- Construction engineering and inspection
- Pay request reviews
- Change order reviews and negotiations with contractors
- Project close out

Gwinnett County Parks and Recreation (January 2018 – Current) – Program Manager

Similar duties as described above for Cobb County Parks.

City of Suwanee Capital Improvement Program (2010-2012) – Program Manager

Responsible for overall management of projects in the City's capital improvement program. Responsibilities similar to those listed above.

City of Sandy Springs Capital Improvement Program (2010-2011) – Project Manager

Responsible for managing the inspection and construction management process for various City projects. Oversaw a crew of inspectors on each project.

Gwinnett County Parks & Recreation 2001 and 2005 Sales Tax Program, Program Manager (2001 to December 31, 2010)

Small was the program manager responsible for the overall management of the design and construction of approximately \$100 million in new park construction and park renovations. Small's duties are reflected under the duties listed for the Cobb County Parks, Recreation and Cultural Affairs project above.

Bear Creek Reservoir, Upper Oconee Basin Water Authority, Jackson County, Georgia (July 2000 to September 2001)

As program manager, Atlas was responsible for overall management of the design and construction services of the dam, reservoir, spillway, road relocations and bridge across the spillway. Small's duties included the following:

- Project schedule development and monitoring
- Budget development
- Constructability reviews
- Cost estimations
- Bid document preparation
- Bid analysis and award
- Preconstruction conferences
- Public information
- Change order management & payment reviews
- Construction engineering and inspection

Library Bond Program, DeKalb County, Georgia

Managed the construction of a total of ten new and renovated libraries throughout the county.

SPLOST Program, DeKalb County, Georgia

Monitored design and managed construction of numerous parks throughout the county.

Municipal Solid Waste Landfill, Gordon, Murray, and Newton County, Georgia

Bid letting, project management, construction observation and certification preparation for Subtitle D landfills.

Sewer Main and Entrance Road for Winder-Barrow Industrial Park, Barrow County, Georgia

Preparation of bidding documents, bid letting, construction inspections, and payment and change order processing.

SPLOST Program, Liberty County, Georgia

Managed design and construction of new park complex containing three soccer fields, four softball fields and jogging track around the facility. Also managed new administration building construction adjacent to existing courthouse.

Industrial Park, Monroe County, Georgia

Performed various planning and construction management services for park development.

Jail and Administration Building, Murray County, Georgia

Issued bidding documents and performed construction management and inspection services for new jail.

Municipal Solid Waste Landfill, Clinch, Jefferson, Dawson, Union, Candler, and Newton Counties

Monitored operation of landfills to assist counties with EPD compliance, assisted in design of new facilities.

CDBG Senior Citizens Center, Dawson County, Georgia

Managed design process, bid the project, and performed construction management and inspection services.

CDBG Health Center Renovation, Monroe County, Georgia

Managed design process, bid the project, and performed construction management and inspection services.

New Courthouse Roof, Dawson County, Georgia

Managed construction of new truss roof system for courthouse.

Gwinnett County SPLOST Road Program

Performed construction inspections on various projects and erosion control inspections on all active projects.

Prior to joining Atlas, Mr. Small worked for general contractors on both large and small projects throughout the Southeast. Projects include airport terminal and concourse, pharmaceutical research and manufacturing facilities, hotel, churches, and custom office buildings.



MEMO

To: Honorable Mayor and City Council Members
From: John McHenry
CC: Tami Hanlin, City Manager
Date: September 13, 2021
RE: American Rescue Plan Act Funding for Housing Relief

Issue: Addressing Housing Challenges for Local Residents due to COVID

Recommendation:

Approve contract with NETWorks Cooperative Ministry for \$1,226,000

Background: Since March 2020, NETWorks Cooperative Ministry has witnessed severe hardship throughout our community because of the COVID-19 pandemic. Food and financial assistance was brought to hundreds of Tucker residents when the City of Tucker partnered with NETWorks Cooperative Ministry to administer and distribute \$780,000 CARES Act funds. Since the completion of that program in December of 2020, they continue to see financial hardship in Tucker. During 2021, NETWorks has maintained an increased level of providing rent and utility assistance that is nearly 5 times our annual expense prior to the pandemic. Each month, they have to tell families that the budget has been exhausted for assistance, despite a valid and often critical need. They routinely receive messages stating a family faces eviction if they can't get financial assistance soon.

NETWorks Cooperative Ministry polled nineteen apartment complexes to try to get a handle on the need in Tucker. Of the nineteen, nine responded. The tally of need included over 500 households behind in rent, with a total amount due of almost \$2 million. That does not include smaller operators or house renters or homeowners behind on their mortgages. It also does not include arrearages for utilities (having utilities turned off for non-payment is reason for eviction, even if rent is current). The need is great and without assistance many families will face eviction and homelessness in the middle of a resurgent COVID variant. The DeKalb County eviction moratorium will end at the end of this September, and there is a great need address this issue at this time. The accompanying proposed contract and exhibits provide greater detail on how the program will provide housing relief while promoting employment and coordinating with other State and County programs while ensuring fiscal accountability.

Summary: NETWorks Cooperative Ministry has proved to be an excellent local partner in addressing housing need. The focus of the remaining initial American Rescue Plan Act funding will be on infrastructure and greenspace.

Financial Impact: Distribution of \$1,226,000 of the initial \$6,795,608 American Rescue Plan Funding.

Coronavirus Relief Fund Subrecipient Agreement

Effective Date. September 13th, 2021

Parties. In this Coronavirus Relief Fund Subrecipient Agreement (“**Agreement**”), the term “**City**” refers to the City of Tucker, Georgia, and the term “**Subrecipient**” refers to NETWorks Cooperative Ministry, Inc. The parties to this Agreement may collectively be referred to as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, President Biden signed H.R. 1319, the American Rescue Plan Act of 2021 (ARPA) into law on March 11, 2021.

WHEREAS, the City, as a qualified local government, received ARPA financial assistance to be used in accordance with the requirements of the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund per section 603(c) of the Social Security Act.

WHEREAS, the City wishes to engage Subrecipient in using Fund monies to assist the City in responding to the effects of the COVID-19 emergency.

NOW THEREFORE, in consideration of the reciprocal promises contained in this Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following terms and conditions.

TERMS & CONDITIONS

- 1. Term.** The term of this Agreement is from the Effective Date listed on Page 1 of the Agreement through February 28, 2022 (“**Term**”). It is understood by both Parties that this end date may be extended by mutual agreement and amendment to this contract.
- 2. Contract Amount; Description of Work.** In accordance with the requirements of ARPA and this Agreement, the City will provide Subrecipient with a grant of Fund monies not to exceed One Million Dollars and Two Hundred and Twenty Six Thousand (\$1,226,000) (“**Contract Amount**”) to be used by Subrecipient during the Term solely for the below scope of work (hereinafter the “**Work**”).

As set forth more fully in **Exhibit A**, Subrecipient will perform the following services, based on a schedule established by the City with input from Subrecipient: (a) support the City’s efforts to market the program by creating the online application, translating the application into several languages, and preparing an online intake application process; (b) screen eligible program applicants, and collect necessary documentation from applicants; and Clause (a) through (b as well as Exhibit A are collectively referred to herein as the “**Program**”) as part of the City’s response to the COVID-19 pandemic and the negative impacts within City. As set forth in **Exhibit B and Exhibit C**, these required forms must be completed by all recipients.

3. **Use of Contract Amount.** Except as set forth in Exhibit A attached hereto, the entirety of the Contract Amount must be spent on the Work in accordance with applicable law including, but not limited to, the following requirements related to the Fiscal Recovery Funds, which require that the expenditure of the Contract Amount by Subrecipient: (i) is necessary and incurred due to the public health emergency with respect to COVID-19; (ii) was not accounted for in any funds Subrecipient otherwise received from any relief program related to coronavirus relief funding; and (iii) is applied only to costs that were or will be incurred during the period of October 13th, 2021 through February 28, 2022.

4. **Compliance with Federal, State, and Local Law.** Subrecipient will make every effort to comply with and stay fully informed of all current and future federal, state, and local laws and regulations applicable to the Agreement and the Work, including the specific laws enumerated in this Agreement and those related to Fiscal Recovery Funds, and will comply with the same at its own expense. However, the Parties recognize that Subrecipient is a non-profit social service entity and does not have legal expertise or the resources to engage legal expertise for purposes of researching and implementing requirements imposed by the Fiscal Recovery Funds, its amendments and regulations. Subrecipient bears full responsibility for training, safety, and providing necessary equipment to its employees to achieve compliance, except as described on Exhibit A. Upon the City's request, Subrecipient will demonstrate to the City's reasonable satisfaction any programs, procedures, and other activities used to ensure compliance.

A. **Nondiscrimination.** Subrecipient understands and acknowledges that it is the policy of the City to promote non-discrimination. As such, Subrecipient represents and warrants that it does not discriminate against any employee or applicant for employment, or person to whom it provides services, because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Subrecipient and its personnel will comply with applicable provisions of the following laws, as amended: Title VII of the U.S. Civil Rights Act of 1964, section 504 of the Federal Rehabilitation Act, and the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*).

B. **State Law.** This Agreement is controlled by Georgia law.

5. Internal Systems Policies and Procedures

A. NETWorks Cooperative Ministry, Inc. will establish and implement systems, written policies and procedures governing personnel, financial management and programmatic management, as set forth in 2 CFR 200, as applicable.

B. NETWorks Cooperative Ministry, Inc. will maintain financial systems in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities, and, as applicable, pursuant to 2 CFR 200, to ensure that costs are reasonable and necessary for the Program, and

funds are not used for expenses unrelated to the performance of this Agreement.

- C. NETWorks Cooperative Ministry, Inc. will maintain a separate chart of accounts for City funds awarded under this Agreement.
- D. Further, NETWorks Cooperative Ministry, Inc.'s financial management systems must include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary.
- E. NETWorks Cooperative Ministry Inc.'s financial management systems must also be capable of distinguishing expenditures attributable to this Agreement and those not attributable to this Agreement and must be able to identify costs by program year and budget category, as well as distinguishing between direct and indirect costs.

6. Audits and Records.

A. The City, the U.S. Department of Treasury, the Comptroller General of the United States, the Government Accounting Office, or any of their duly authorized representatives shall have access to any books, documents, papers and records of NETWorks Cooperative Ministry, Inc. which are pertinent to any activity performed under this Agreement as required under 2 CFR 200.333 et seq. for the purpose of making audit, examination, excerpts and transcriptions. NETWorks Cooperative Ministry, Inc. shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and for a period of three (3) years after the expiration or termination of this Agreement. NETWorks Cooperative Ministry, Inc. will permit independent auditor's access to its records and financial statements as necessary to comply with federal audit requirements. Failure to comply with requirements of this Section will be deemed to be a default hereunder.

B. Issues arising out of noncompliance identified may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

7. Byrd Anti Lobbying Certification (31 U.S.C. 1351). In all contracts in excess of \$100,000 NETWorks Cooperative Ministry, Inc. hereby certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of NETWorks Cooperative Ministry, Inc., to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- B. NETWorks Cooperative Ministry, Inc. certifies to the City that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- C. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, NETWorks Cooperative Ministry, Inc. shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

IN WITNESS WHEREOF, the City and NETWorks Cooperative Ministry, Inc. have each executed this Agreement as of the dates shown below.

CITY OF TUCKER

By: _____

Print Name:

Its: _____

Date: _____

NETWORKS COOPERATIVE MINISTRY, INC.

By: _____

Print Name:

Its: _____

Date: _____

Exhibit A

NETWorks Cooperative Ministry and City of Tucker Fiscal Recovery Funds Programming

NETWorks Cooperative Ministry proposes regranting and/or expending up to \$1,226,000 in American Rescue Plan Recovery Act (ARPA) Fiscal Recovery Funds to eligible citizens of Tucker, Georgia. Residents can request financial assistance for arrearage in rent, mortgage, and/or utility bills.

Target Grant Recipients

NETWorks Cooperative Ministry will provide an application process for City of Tucker residents needing assistance with past due rent, overdue mortgage payments, and overdue utility payments. Eligibility for this assistance will be based on several factors:

All recipients:

1. Must reside inside the city limits of Tucker, GA.
2. Households that have combined incomes less than 80% of Area Median Income (AMI) who meet the following conditions:
 - a. Qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19
 - b. Demonstrates a risk of experiencing homelessness or housing instability
 - c. AND Has a household income at or below 80 percent of the Area Median Income (AMI) as outlined below:

Family Size	Maximum Income
One	\$49,439
Two	\$56,039
Three	\$62,639
Four	\$69,239
Add \$6600 per additional family member in same household.	
 - d. Priority will be given to:
 - i. Households below 50 percent of the AMI, or
 - ii. Households with one or more individuals who have been unemployed 90 days or longer at the time of application
 - e. Or was not required to report any income to the IRS in 2020
3. Must complete a Declaration for Financial Assistance Request Due to COVID-19
4. Eligible expenses can date from March 1, 2020 through February 28, 2022.

Use of Funds

Applicants for funds may apply for the following expenses with the required documentation:

1. Rent for non-owned home that is their primary residence.
2. Mortgage for a home owned by the applicant that is the owner's primary residence.

3. Landlords may apply on behalf of a tenant, with knowledge and agreement of tenant
4. Utility bills (gas, water, power, internet) for the primary residence of the renter/owner.
5. Applicants must present proof of arrearage for requested amount of assistance.
6. Applicants must attest that arrearage is due to effects of COVID-19.
7. Applicants may not have received funding for the same expense from other Fiscal Recovery Funds.
8. Assistance can be provided for a household up to \$3,000/month of expenses and up to 3 months' worth of expenses if appropriate documentation is provided.
9. At NETWorks' discretion, funds may be used to provide motel stays for individuals or families who have become homeless due to COVID-19. Motel stays may extend through the end date of this program.
10. At NETWorks' discretion, funds may be used for relocation assistance, prospective rent, security deposits, and temporary hotel accommodations.
11. NETWorks will work with local, county, and state entities to connect applicants to job openings, job training, or other employment assistance to provide a path back to sustainability.

Marketing

NETWorks Cooperative Ministry will support the City of Tucker's efforts to market the program by creating online applications and translating the application into appropriate languages. NETWorks Cooperative Ministry recommends a "soft launch" at least a week prior to the official launch of the application to provide time for effective outreach as well as appropriate site testing.

Review Process

NETWorks Cooperative Ministry will screen applicants for financial assistance and request and review supporting documents for the level of assistance being requested. Applicants will submit the documents listed below:

1. ID for applicant will be required.
2. Each person listed on the lease/rental agreement/mortgage must complete the Financial Assistance Request Due to COVID-19.
3. Each applicant will provide annual income documentation to verify qualification for assistance.
4. Copy of lease, rental agreement, mortgage, or utility bills/statements showing amount currently owed and showing the current amount and amount in arrears.
 - a. Where required by company owed, access to online accounts may be required.
 - b. Lease must be current or include a month-to-month conversion provision for leases that have exceeded the end of lease date.
 - c. Applicant must be included in any utility account in order to confirm amounts and apply payment accurately
5. NETWorks Cooperative Ministry staff will review applications, confirm documentation, follow up with companies owed, and collect required affidavits and other documentation to show COVID-19 connection.

Space and Logistics

The City of Tucker will supply office space for use by NETWorks Cooperative Ministry for staff conducting this work. The office space provided – Room 16 in the Tucker recreation Center – is the City’s Emergency Management Center which is equipped for this emergency management function. In the event of an emergency, NETWorks Cooperative Ministry Inc. will need to accommodate this priority. City operations will remain the principal responsibility.

The City will also provide desks, chairs, power, water, restrooms, internet, printer/copier, and other infrastructure required for operation of these programs. There will be no charge to NETWorks for these items.

Timeline

NETWorks Cooperative Ministry will hire staff and occupy space provided by the City of Tucker upon execution of agreement. Applications can go “live” within a week of execution of agreement.

Program Funding

The City of Tucker will fund NETWorks in advance of any expenditures for the program. NETWorks will provide an accurate accounting of all expenses. The initial funding from the City to NETWorks will be \$100,000 within one week of execution of an anticipated budget amendment proposed for October 13th. After applications are received, NETWorks and the City will determine future payment amounts and timing. Total project funding is expected to be \$1,226,000 or less spread across the above outlined programs, new staffing for these programs and overhead expenses. NETWorks Cooperative Ministry has provided to the City a draft budget outlining expected expenses.

Anticipated funds disbursement schedule:

Disbursement Date	Reason	Amount
October 13, 2021	Initial Funding	\$200,000.00
November 1, 2021	Assistance Funding	\$250,000.00
December 6, 2021	Assistance Funding	\$250,000.00
January 10, 2022	Assistance Funding	\$250,000.00
February 7, 2022	Assistance Funding	\$150,000.00
February 28, 2022	Assistance Funding	\$126,000.00
Total		\$1,226,000.00

Note: This schedule may be adjusted during operation by agreement between NETWorks and the City without amendment to this contract.

Reporting

NETWorks Cooperative Ministry will provide their standard reports on residents assisted financially, keeping individual identities confidential. NETWorks will make available to the City Financial Officer relevant anonymous case details as required for financial oversight by

the City. Any further reporting requirements are to be determined by City and NETWorks staff. Any reporting required after the close of the program in February 2022 that requires NETWorks' staff involvement will incur an additional expense to be paid by the City to NETWorks.

**[FORM] THE CITY OF TUCKER DECLARATION UNDER PENALTY
OF PERJURY FOR FINANCIAL ASSISTANCE REQUEST
DUE TO COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who live in the city limits of Tucker, Georgia. You must provide a copy of this declaration to the City or its representative providing financial assistance in order to be eligible for assistance. Each adult listed on the lease, rental agreement, mortgage, or housing contract should complete this declaration. Unless the funding guidelines are extended, changed, or ended by the City, assistance is only provided through February 28, 2022. You are still required to pay rent or mortgage payments and follow all the other terms of your lease or mortgage and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

I certify under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;¹
- My household has a combined income less than 80% of Area Median Income (AMI) and my household meets the following conditions:
 - Qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19
 - Demonstrates a risk of experiencing homelessness or housing instability
 - AND has a household income at or below 80 percent of the Area Median Income (AMI) as outlined below:

Family Size	Maximum Income
One	\$49,439
Two	\$56,039
Three	\$62,639
Four	\$69,239
Add \$6600 per additional family member in same household.	

- Or was not required to report any income to the IRS in 2020
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary² out-of-pocket medical expenses OR have been unable to pay prior months' rent or housing payment and am in arrears on those payments;
- I am using best efforts to make timely partial payments that are as close to the full payment

as the individual's circumstances may permit, taking into account other nondiscretionary expenses;

- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.³
- I understand that I must still pay rent or make a housing payment and comply with other obligations that I may have under my tenancy, lease agreement, mortgage, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making housing payment on time as required by my tenancy, lease agreement, mortgage, or similar contract may still be charged or collected.
- I further understand that at the end of this assistance program on February 28, 2022, my housing provider may require payment in full for all payments not made and failure to pay may make me subject to eviction or foreclosure pursuant to state and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Name: _____

Address: _____

City/State/Zip: _____

Signature of Declarant

Date

¹ "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

² An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

³ "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate federal, state, or local occupancy standards and that would not result in an overall increase of housing cost to you.

EXHIBIT C

CONTRACTOR AFFIDAVITS

(SAVE) Systematic Alien Verification for Entitlements Program

(SAVE) Affidavit Verifying Lawful Presence within the United States

I, (print name) _____, swear or affirm under penalty of perjury that (check one):

- ☐ I am a United States citizen
- ☐ I am a legal permanent resident of the United States
- ☐ I am a qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 18 years of age or older lawfully present in the United States.

I am applying for the following public benefit (check one):

Public Benefit

Name of Business (if applicable)

SIGNATURE OF APPLICANT

ALIEN REGISTRATION NUMBER

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that the state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit.

E-Verify (GA Security and Immigration Compliance Act Affidavit)

The Georgia Department of Law is a registered participant in the federal work authorization program commonly known as E-Verify, and uses such program to verify employment eligibility of all employees hired on or after July 1, 2007

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the State Entity identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

FEDERAL WORK AUTHORIZATION USER IDENTIFICATION NUMBER

NAME OF PRIVATE EMPLOYER

DATE OF AUTHORIZATION

☐ **EMPLOYER DOES NOT EMPLOY MORE THAN TEN EMPLOYEES**

In making the above representation under oath, I understand that any person who knowingly and willfully making a false, fictitious, or fraudulent statement of representation in this affidavit shall be guilty of a violation of Code Section §13-10-91 of the Official Code of Georgia and face criminal penalties by such statute.

Executed on the _____ day of _____, 20____ in _____ (city), _____ (state)

Print Name and Title of authorized Officer or Agent

Signature of Authorized Officer or Agent **Must be signed in the presence of a Notary*

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____.

Notary Signature

My commission expires: _____ / _____ / _____

NOTARY SEAL

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603