



Mayor & City Council
Regular Meeting Agenda

Monday, October 10, 2022, 7:00 PM

Tucker City Hall

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

Members:

Frank Auman, Mayor
Roger W. Orlando, Council Member District 1, Post 1
Cara Schroeder, Council Member District 2, Post 1
Alexis Weaver, Council Member District 3, Post 1
Virginia Rece, Council Member District 1, Post 2
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

Zoom Link: <https://us02web.zoom.us/j/83307494382> or Telephone: 888 788 0099 (Toll Free) Webinar ID: 833 0749 4382

Pages

A.	CALL TO ORDER	
B.	ROLL CALL	
C.	PLEDGE OF ALLEGIANCE	
	<ul style="list-style-type: none">The pledge will be led by Scout Troop 129.	
D.	MAYOR'S OPENING REMARKS	
E.	PUBLIC COMMENTS	
F.	APPROVAL OF THE AGENDA	
	<ul style="list-style-type: none">Motion to approve/amend the agenda	
G.	CONSENT AGENDA	
G.1.	Regular Meeting Minutes - September 12, 2022	3
G.2.	Work Session Minutes - September 26, 2022	11
G.3.	Special Called Meeting Minutes - September 26, 2022	13
H.	STAFF REPORTS	
I.	OLD BUSINESS	
J.	NEW BUSINESS	
J.1.	Ordinance O2021-11-29	Courtney.Smith 15
	<ul style="list-style-type: none">First Read and Public Hearing of an Ordinance to the Mayor and Council for a	

City initiated Rezoning (RZ-21-0007) at 1220 Richardson Street.

J.2.	Ordinance O2021-11-30	Courtney.Smith	86
	<ul style="list-style-type: none">• First Read and Public Hearing of an Ordinance to the Mayor and City Council for a City initiated Rezoning (RZ-21-0008) at 1250 Richardson Street.		
J.3.	Ordinance O2022-10-52	Courtney.Smith	169
	<ul style="list-style-type: none">• First Read and Public Hearing of an Ordinance to the Mayor and Council for the purpose of amending the Tucker Code Chapter 46 Zoning including but not limited to convenience store regulations.		
J.4.	Resolution R2022-10-32	Tami.Hanlin	189
	<ul style="list-style-type: none">• A Resolution to Adopt the City of Tucker Official Calendar for 2023.		
J.5.	Contract C2022-016-PR2116	Carlton.Robertson	193
	<ul style="list-style-type: none">• Consideration of contract award on bid RFP 2022-016 for the Johns Homestead Preservation Plan & Construction Documents Project.		
J.6.	Contract C2022-SS-2021-006A Carlton.Robertson		343
	<ul style="list-style-type: none">• Consideration of approval for Park Signage Services Contract.		
J.7.	Contract C2022-008-AMD-001	Ken.Hildebrandt	358
	<ul style="list-style-type: none">• Consideration of approval for a Contract Amendment for the Cooledge Road Sidewalk Construction Project Change Order Request 1.		

K. MAYOR AND COUNCIL COMMENTS

L. EXECUTIVE SESSION

- If required for personnel, real estate and litigation

M. ACTION AFTER EXECUTIVE SESSION

- As needed

N. ADJOURNMENT

- Motion to adjourn



**MAYOR & CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, September 12, 2022, 7:00 PM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

Members Present: Frank Auman, Mayor
Roger W. Orlando, Council Member District 1, Post 1
Cara Schroeder, Council Member District 2, Post 1
Alexis Weaver, Council Member District 3, Post 1
Virginia Rece, Council Member District 1, Post 2
Anne Lerner, Council Member District 3, Post 2

Members Absent: Noelle Monferdini, Council Member District 2, Post 2

Zoom Link: <https://us02web.zoom.us/j/83307494382>

A. CALL TO ORDER

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

B. ROLL CALL

The above were in attendance for a quorum.

MOVER: A. Weaver

SECONDER: A. Lerner

Motion to excuse the absence of Councilmember Monferdini.

AYES: (4): R. Orlando, A. Weaver, V. Rece, and A. Lerner

NAYES: (2): F. Auman, and C. Schroeder

ABSENT: (1): N. Monferdini

APPROVED (4 to 2)

C. PLEDGE OF ALLEGIANCE

The pledge was led by the Pre-Kindergarten Class of Midvale Elementary School.

D. MAYOR'S OPENING REMARKS

Mayor Auman introduced the new staff members of the Parks & Recreation Department: Ariel Caldwell, Jessica Joiner-Marshall, Molly Martin and William Kirkland, recognized and congratulated Major Craig Medlin on his retirement from the DeKalb County Police Department, mentioned that this will be a busy fall with getting the information out to the public on the

Public Works Referendum that will be on the ballot in November, that since last month 23 new Occupational Tax Certificates were applied for, and to sign up for the two-time award winning In Tucker Magazine.

E. PUBLIC COMMENTS

Public comments were heard from 6 citizens in regards to the Brockett Rd improvements, school safety, kudzu overgrowth, a resolution to pass legislation to enhance school security, and that a pedestrian crossing light is down and assistance is needed for children crossing the road.

F. APPROVAL OF THE AGENDA

Mayor Auman motioned to amend the agenda to reorder items J2, J3, J4 to J3, J4, J2 and that the Financial Report on the Consent Agenda is an acknowledgement not a vote.

MOVER: F. Auman

SECONDER: C. Schroeder

Motion to approve the amended agenda passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

G. CONSENT AGENDA

MOVER: V. Rece

SECONDER: C. Schroeder

Motion to acknowledge consent agenda item G.5 as submitted and to approve the consent agenda items G.1-G.4, and G.6 as provided passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

G.1 Regular Meeting Minutes - August 8, 2022

G.2 Work Session Meeting Minutes - August 22,2022

G.3 Special Called Meeting Minutes - September 1, 2022

G.4 2022 GOSP Grant Agreement - 46218 414 222

G.5 Financial Report - August 2022

G.6 Ordinance O2022-08-50 2nd Read Text Amendment of Tucker Code CH 26 Municipal Court Section 26-102

H. STAFF REPORTS

None

I. OLD BUSINESS

I.1 Ordinance O2022-08-47

Ted Baggett, City Attorney, spoke on the second read of an ordinance to amend the City of Tucker Code Chapter 10 Businesses relating to coin operated amusement devices, promotions, and lotteries.

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

MOVER: V. Rece

SECONDER: A. Lerner

Motion to approve Ordinance O2022-08-47 to amend CH 10 Businesses as presented passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

I.2 Ordinance O2022-08-48

Courtney Smith, Community Development Director, spoke on the second read of an ordinance to amend the City of Tucker Code Chapter 10 Businesses to provide for the mandatory use of video surveillance systems at convenience stores.

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

MOVER: A. Lerner

SECONDER: V. Rece

Motion to approve Ordinance O2022-08-48 to amend CH 10 Businesses as presented passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

I.3 Ordinance O2022-08-49

Courtney Smith, Community Development Director, spoke on the second read of an ordinance to amend the City of Tucker Code, Chapter 46 including revising Article 6 to add regulations for pervious pavement system; and revising Article 9 to add a definition for pervious pavement system. (TA-22-0002)

Mayor Auman held a public hearing, which one citizen spoke in favor stating that water can seep thru the pavers for the trees. Nobody spoke in opposition.

MOVER: C. Schroeder

SECONDER: A. Lerner

Motion to approve Ordinance O2022-08-49 to amend CH 46 Zoning as presented passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

J. NEW BUSINESS

J.1 Ordinance O2022-09-51

Ted Baggett, City Attorney, spoke on the first read of an ordinance to amend the City of Tucker Code Chapter 4 Alcoholic Beverages to provide relating to event permitting for alcoholic beverage catered functions open to the public.

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

FIRST READ

J.2 Contract C2022-09-SP2023

Ken Hildebrandt, City Engineer, spoke on the bid RFQ 2020-09 for the Tucker-Northlake Trail engineering design. As this project is partially federally funded, the GDOT procurement process was adhered to. A Request for Qualifications was issued, and nine submittals were received. An evaluation team reviewed the submittals, shortlisted the top four firms, and requested a detailed project proposal. The evaluation committee reviewed these proposals, interviewed the top two firms, and negotiated the scope and fee proposal. Recommendation to award contract to Heath & Lineback for the total financial impact over four years estimated at \$1,969,795.60.

Task Order #1 in FY 2023 is estimated at \$651,977.75. This cost will be shared by the City of Tucker, Georgia Department of Transportation Project #0019054, and the Tucker-Northlake Community Improvements District. Additional funding will be sought on this project and monies will be budgeted annually as necessary.

MOVER: A. Lerner

SECONDER: V. Rece

Motion to award contract to Heath & Lineback Engineers, Inc passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

J.3 2022 GDOT Agreement - 0010954

Ken Hildebrandt, City Engineer, spoke on the Project Framework Agreement between the City of Tucker and the Georgia Department of Transportation for professional engineering services for the design of the Tucker-Northlake Trail Project #0019054. The federal portion of the professional engineering phase of the project is \$560,000.00.

MOVER: A. Lerner

SECONDER: V. Rece

Motion to approve the GDOT Agreement #0019054 for the award of \$560,000 passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

J.4 2022 CID Agreement

Ken Hildebrandt, City Engineer, spoke of the Memorandum of Agreement with the Tucker-Northlake Community Improvement District (TNCID) for the Tucker-Northlake Trail Design. The MOA is a commitment from the TNCID for \$50,000 toward the engineering design of the Tucker-Northlake Trail, which will connect downtown Tucker to Northlake Mall.

MOVER: A. Lerner

SECONDER: V. Rece

Motion to approve entering into this MOA to accept \$50,000 from the TNCID for the Tucker-Northlake Trail Design passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

J.5 Contract C2022-015-CE2303 Award by Resolution R2022-09-30

Ken Hildebrandt, City Engineer, spoke on the bid ITB 2022-015 for Brockett Road Traffic Calming to reduce speeding and enhance safety. Improvements in this construction project include resurfacing the road, narrowing the lanes with striping, and installing concrete medians and chicanes. Five bids were received. Recommended award of contract to Summit Construction & Development, LLC in the amount of \$1,275,679.10.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to award contract C2022-015-CE2303 to Summit Construction & Development, LLC by Resolution R2022-09-30 passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

J.6 Contract Q2022-022-CE2306

Jack Smith, Junior Engineer, spoke on the contract for the implementation of eight digital speed detection signs for phase 2. Three quotes were received. Recommendation to award contract to Paula F. Price Enterprises, LLC. in the amount of \$31,700.

MOVER: V. Rece

SECONDER: C. Schroeder

Motion to award contract Q2022-022-CE2306 to Paula F. Price, LLC. in the amount of \$31,700.00 passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

J.7 Contract TO2022-41-2018-016-CE23

Ken Hildebrandt, City Engineer, spoke on the contract Task Order #41 for professional engineering services for the North-South Connectivity Study to address concerns about congestion, speeding, and safety along north/south streets connecting US 78 / Lawrenceville Hwy / Lavista Rd (Montreal Road, Cooledge Road, Brockett Road, Idlewood Road, and Fellowship Road). Recommendation to award contract to Kimley Horn & Associates Inc. in the amount of \$209,105.00.

MOVER: C. Schroeder

SECONDER: A. Lerner

Motion to award Task Order #41 Contract TO2022-41-2018-016-CE23 to Kimley-Horn & Associates in the amount of \$209,105.00 passed.

AYES: (5): F. Auman, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

NAYES: (1): R. Orlando

ABSENT: (1): N. Monferdini

APPROVED (5 to 1)

J.8 Contract C2022-0015216 Award by Resolution R2022-09-31

Ken Hildebrandt, City Engineer, spoke on the contract for the acquisition of right-of-way located at Mountain Industrial Blvd at Hugh Howell Rd for the GDOT Project #0015216 by Resolution R2022-09-31. As plans are being finalized, this contract is required for the City to begin right-of-way negotiations.

This intersection improvement consists of adding dual left turn lanes from Mountain Industrial Boulevard onto Hugh Howell Road as well as an eastbound right turn lane. GDOT has committed approximately \$750,000 toward the construction, but the remaining construction costs, as well as engineering and right-of-way acquisition, is the responsibility of the local government. The Tucker Summit Community Improvement District has paid \$50,000 toward the engineering and has dedicated another \$100,000 toward construction. The project is scheduled to be bid late next year.

MOVER: V. Rece

SECONDER: R. Orlando

Motion to approve contract C2022-0015216 with GDOT for the acquisition of right-of-way passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

J.9 Contract C2022-001-AMD-001

Carlton Robertson, Parks & Recreation Director, spoke on the Change Order #1 for the increase in material costs on contract C2022-001. Recommendation to approve the Change Order #1 in the amount of \$32,045.60 with Helix Group, who would remain the low bidder for this project.

MOVER: R. Orlando

SECONDER: A. Lerner

Motion to approve the change order contract C2022-001-AMD-001 in the amount of \$32,045.60 passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

J.10 Contract C2022-001-AMD-002

Carlton Robertson, Parks & Recreation Director, spoke on the Change Order #2 for the addition of pipe and a new manhole on contract C2022-001. The City of Tucker Parks and Recreation Department has contracted with Helix Group to upgrade the water/sewer system at Fitzgerald Park. The Fitzgerald Park improvements will include improved fields, facilities, ingress/egress, and parking. As part of this effort, we have discussed the possible usage of parking and field space with the adjacent church. As part of the possible lease agreement, the church has requested that part of the payment include the direct connection, through Fitzgerald Park, to the DeKalb sewer system. This would involve new installation of sewer pipe from their existing sewer pump station to the existing manhole in the park.

Recommendation to approve the Change Order #2 for sewer connection for a not to exceed amount of \$105,000 with Helix Group, who would remain the low bidder for this project. The lease with the church would be brought back to the Council for approval.

MOVER: R. Orlando

SECONDER: C. Schroeder

Motion to approve contract C2022-001-AMD-002 for the change order #2 subject to successful negotiations and approval of a lease/contract with the Word of Life International Church of God outside of Fitzgerald Field.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

K. MAYOR AND COUNCIL COMMENTS

The Mayor and Council thanked everyone for attending, mentioned some upcoming events, and the Mayor mentioned the vacancy on the DDA Board and of the creation of a Broadband Advisory Group for high-speed internet service and technology.

L. EXECUTIVE SESSION

MOVER: R. Orlando

SECONDER: A. Weaver

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

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

MOVER: C. Schroeder

SECONDER: A. Lerner

Motion to exit Executive Session and return to the regular meeting at 9:45 PM.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

M. ACTION AFTER EXECUTIVE SESSION

None

N. ADJOURNMENT

MOVER: V. Rece

SECONDER: A. Weaver

Motion to adjourn at 9:47 PM passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: (1): N. Monferdini

APPROVED (6 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



**MAYOR & CITY COUNCIL
WORK SESSION MINUTES**

**Monday, September 26, 2022, 7:15 PM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

Members Present: Frank Auman, Mayor
Roger W. Orlando, Council Member District 1, Post 1
Cara Schroeder, Council Member District 2, Post 1
Alexis Weaver, Council Member District 3, Post 1
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

Members Absent: Virginia Rece, Council Member District 1, Post 2

Zoom Link: <https://us02web.zoom.us/j/83307494382>

A. CALL TO ORDER

Mayor Auman called the meeting to order at 7:08 PM.

B. ROLL CALL

The above were in attendance for a quorum. Zoom attendees: Councilmembers Orlando (Medical) and Monferdini (Out of Jurisdiction). Absent: Councilmember Rece (Medical).

C. MAYOR'S OPENING REMARKS

Mayor Auman mentioned that the City was awarded the 2022 GMA Health Promotion and Wellbeing Grant.

D. APPROVAL OF THE AGENDA

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the agenda as presented passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, N. Monferdini, and A. Lerner

ABSENT: (1): V. Rece

APPROVED (6 to 0)

E. NEW BUSINESS

E.1 Presentation by KB Advisory Group - Economic Development Strategic Plan Kick Off

Economic Development Manager Jackie Moffo spoke on the Economic Development Strategic Plan and introduced the consultant, KB Advisory Group, to give a presentation on the share project expectations, outreach plans, and future deliverables schedule for Economic Development Strategic Plan.

E.2 Presentation by Barge Design Solutions on Town Green Design

Parks and Recreation Director Carlton Robertson spoke on the Town Green Designs and introduced the consultant, Barge Design Solutions, to give a presentation on a variety of potential layouts.

E.3 Discussion on the 2023 Meeting Calendar and City Hall Holiday Closure Dates

City Manager Tami Hanlin introduced the draft 2023 Meeting Calendar and City Hall Holiday closures dates, which was drafted based on the Federal Holidays and adding the day after Thanksgiving, Christmas Eve and a Floating Holiday.

E.4 Non-Discrimination Ordinance Working Group Report: Councilmembers_Lerner, Rece, Schroeder

Councilmember Anne Lerner spoke on the working group of residents to study the need for a non-discrimination ordinance for the City of Tucker. Councilmembers Virginia Rece and Cara Schroeder were added to the group. Other working group members include: Andrea Bennett, Don Cirino, Sandra Rice, Thomas Walker and Derik West. The members of the working group met and shared different ideas and points-of-view and issues were raised and discussed in a thorough and open manner. Other sources were contacted to for insight and feedback. A draft ordinance was proposed and provided to all of the Council for discussion.

F. EXECUTIVE SESSION - None

G. ACTION AFTER EXECUTIVE SESSION - None

H. ADJOURNMENT

Motion to Adjourn at 11:58 PM passed unanimously without objection.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, N. Monferdini, and A. Lerner

ABSENT: (1): V. Rece

APPROVED (6 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



MAYOR & CITY COUNCIL

SPECIAL CALLED MEETING MINUTES

Monday, September 26, 2022, 7:00 PM

Tucker City Hall

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

Members Present: Frank Auman, Mayor
Roger W. Orlando, Council Member District 1, Post 1
Cara Schroeder, Council Member District 2, Post 1
Alexis Weaver, Council Member District 3, Post 1
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

Members Absent: Virginia Rece, Council Member District 1, Post 2

ZOOM Link: <https://us02web.zoom.us/j/83307494382>

A. CALL TO ORDER

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

B. ROLL CALL

The above were in attendance for a quorum. Zoom attendees: Councilmembers Orlando (Medical) and Monferdini (Out of Jurisdiction). Absent: Councilmember Rece (Medical).

C. MAYOR'S OPENING REMARKS

Mayor Auman stated that this is the first of two meetings. This called meeting is to take care of a couple business items that require attention sooner than later, and then will close the meeting and open the next meeting.

D. BUSINESS

D.1 Contract C2022-09-SP2023

City Attorney Ted Baggett spoke on the GDOT template contract agreement award for bid RFQ 2022-09 for the Tucker-Northlake Trail Design to Heath and Lineback Engineers.

MOVER: A. Lerner

SECONDER: A. Weaver

Motion to approve contract C2022-09-SP2023 passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, N. Monferdini, and A. Lerner

ABSENT: (1): V. Rece

APPROVED (6 to 0)

D.2 Ordinance O2022-09-51

City Attorney Ted Baggett spoke on the 2nd Read and Public Hearing of an Ordinance by the Mayor and City Council for the City of Tucker, Georgia for the purpose of amending the Tucker Code Chapter 4 Alcoholic Beverages, relating to event permitting for alcoholic beverage catered functions open to the public.

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

MOVER: A. Lerner

SECONDER: C. Schroeder

Motion to approve with changes presented passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, N. Monferdini, and A. Lerner

ABSENT: (1): V. Rece

APPROVED (6 to 0)

E. EXECUTIVE SESSION - None

F. ACTION AFTER EXECUTIVE SESSION - None

G. ADJOURNMENT

MOVER: C. Schroeder

SECONDER: A. Weaver

Motion to adjourn meeting at 7:08 PM passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, N. Monferdini, and A. Lerner

ABSENT: (1): V. Rece

APPROVED (6 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Planning and Zoning Director; Kylie Thomas, Planner
CC: Tami Hanlin, City Manager
Date: April 6, 2022
RE: City rezoning of RZ-21-0007 1220 Richardson Street

APRIL 6, 2022 UPDATE

Staff received an updated site plan on April 5, 2022 that covers the majority of comments staff sent previously. While the revised site plan shows general conformance (including note section) with the zoning regulations, the use of the property cannot be grandfathered until the improvements are actually constructed.

Staff has asked the applicant for information regarding his understanding of the scope of work and associated costs, as well as the timing for construction. Timing includes the time it will take for his engineer to complete the LDP plan set, the permitting time frame, and the actual construction timeframe. All of this information is not available at the time of this memo, but we've advised the applicant to be prepared to discuss these elements at the April 11, 2022 meeting.

UPDATE

This case was deferred at the December 13, 2021 City Council meeting to give the property owner of this parcel (and the abutting parcel at 1250 Richardson Street) time to come up with a plan for compliance. The owners were advised to draft a plan and submit it to staff for review. The initial plan that was submitted on January 23, 2022 yielded several comments from staff, which are outlined below. The property owner was told the plan would need to be revised and resubmitted before any work could be approved.

Cursory Comments based on January 23, 2022 Site Plan

- A 75' transitional buffer is required when an M zoned parcel abuts any residential property.
- Gravel is not a permitted paving material.
- Show required screening along all perimeter property lines.
- Show 10' wide evergreen landscape buffer around outside perimeter of the screening area on north, west, and south property lines.
- Note relocation of fence that encroaches into ROW.
- Relocate fence that encroaches onto neighboring property. Ensure finished side faces out.
- Add proposed lot coverage to site data table
- No outdoor storage permitted within 50' of the right-of-way. Reduce area and show measurement line.
- Where will property be spilt for cell tower? Is your proposed outdoor storage area within the proposed boundaries of the new cell tower parcel?
- Disturbance over 5,000 sq feet requires an LDP
- Demo permits are required for all building demolition

Staff reached out to the property owners on March 1, 2022 for an update on the revised plans. At the time of this memo, no new plans have been submitted.

The first read for RZ-21-0007 (1220 Richardson) is scheduled for March 14, 2022 and the second read is scheduled for April 11, 2022. We have advised the property owners that they should be prepared to discuss the status of the revised plans and a possible timeframe for implementation (demolition, planting, paving, etc) at the city council meeting since this information is not available at this time.

City Council has the following options at the April 11, 2022 meeting:

- If the improvements are completed by the second read on April 11, 2022, City Council could choose to withdraw the city initiated rezoning, meaning that industrial uses (including that of RM Concrete) would be allowed to continue on the site so long as they are in compliance with the code/OTC requirements.
- If the improvements are not completed by the second read on April 11, 2022, City Council could choose to approve the city-initiated rezoning, meaning that any industrial uses (including that of RM Concrete) would not be permitted on this parcel.
- If the improvements are not completed by the second read on April 11, 2022, City Council could choose to defer the application to give more time for compliance.

Staff would note that the application for the city-initiated rezoning should not be denied as it would place a 2-year hold on the property for any future rezonings. This would be an issue should the property owner or a developer choose to rezone the property for residential uses at a later date.

Issue and Background:

The City of Tucker strives to follow the goals and policies of the Tucker Tomorrow Comprehensive Plan, which include bolstering the economic base, improving transportation connections, and preserving and improving neighborhoods. This includes enhancing zoning to preserve existing neighborhoods; guiding future development to the most appropriate places; and implementing other measures to enhance neighborhoods such as improving external and internal connections.

In the City of Tucker's Zoning Ordinance Article 7 (*Administration*), Division 3 outlines Zoning and Comprehensive Plan Amendments and Procedures. Section 46-1556 states that in addition to property owners of a subject property having the opportunity to initiate rezoning, a proposed amendment to the text of this chapter, the official zoning map, or the comprehensive plan may be introduced by the planning and zoning director. City initiated rezoning's can occur for various reasons including resolving discrepancies between zoning districts and the comprehensive plan character areas, changing conditions, or the implementation of new zoning districts.

1220 Richardson Street has been identified for potential rezoning as it is currently zoned M (Light Industrial) and is located in the Suburban Character Area of the Comprehensive Plan. The .57-acre parcel is located on the western side of Richardson Street, off of East Ponce de Leon Avenue. It is long and narrow, relatively flat, and developed with several dilapidated buildings, gravel, and broken asphalt.

Article 1 of the City of Tucker zoning ordinance outlines the relationship between the Comprehensive Plan and zoning districts. Table 1.2 Character Areas and Permitted Zoning Districts states that the following zoning districts are appropriate in the Suburban Character Area: RE, RLG, R-100, R-85, R-75, R-60, RNC, MHP, and RSM. M (light industrial) zoning is neither a permitted zoning district or an appropriate designation given the surrounding residential development in the Juliette Road/Richardson Street corridor.

The City of Tucker has been working to improve crime and resolve property issues in the Juliette Road/Richardson Street

corridor, including trying to provide better access to the community along Richardson Street and ensuring development is compatible with the goals of the Comprehensive Plan. This city-initiated rezoning in one step in the process to improve the neighborhood and protect its residents by ensuring the use and zoning of the parcel is compatible with the Comprehensive Plan and the surrounding area.

Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. The Suburban Character Area allows residential development of 4-6 units per acre, and on this parcel, up to 6 units per acre would be appropriate given its location and densities of the neighboring properties.

Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole.

Recommendation:

Staff recommends approval of RZ-21-0007

Planning Commission recommended approval of RZ-21-0007 at their Oct. 21, 2021 meeting

Summary:

Staff finds that the proposed zoning district, RSM (Small Lot Residential Mix), aligns with the surrounding zoning districts, residential uses, and the Suburban Character Area. In order to be mindful of the surrounding neighbors and maintain zoning that matches the Suburban character area, this parcel should be compatibly zoned with those around it – RSM (Small Lot Residential Mix). This ensures the surrounding residents will not be negatively impacted by an encroaching industrial development.



City of Tucker

Land Use Petition: RZ-21-0007

Date of Staff Recommendation Preparation: October 7, 2021

Planning Commission: October 21, 2021

Mayor and City Council, 1st Read: November 8, 2021

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

PROJECT LOCATION:	1220 Richardson Street
APPLICATION NUMBER	RZ-21-0007
DISTRICT/LANDLOT(S):	Land District 18, Land Lot 125
ACREAGE:	0.57 acres
EXISTING ZONING	M (Light Industrial)
PROPOSED ZONING	RSM (Small Lot Residential Mix)
EXISTING LAND USE	Partially Vacant; Owned by Concrete Company
FUTURE LAND USE MAP DESIGNATION:	Suburban
OVERLAY DISTRICT:	N/A
APPLICANT:	City of Tucker
OWNER:	RM Concrete Specialist, LLC
PROPOSED DEVELOPMENT:	None
STAFF RECOMMENDATION:	Approval

Project Data and Background

The City of Tucker strives to follow the goals and policies of the Tucker Tomorrow Comprehensive Plan, which include bolstering the economic base, improving transportation connections, and preserving and improving neighborhoods. This includes enhancing zoning to preserve existing neighborhoods; guiding future development to the most appropriate places; and implementing other measures to enhance neighborhoods such as improving external and internal connections.

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1220 Richardson Street has been identified for potential rezoning as it is currently zoned M (Light Industrial) and is located in the Suburban Character Area of the Comprehensive Plan. The .57-acre parcel is located on the western side of Richardson Street, off of East Ponce de Leon Avenue. It is long and narrow, relatively flat, and developed with several dilapidated buildings, gravel, and broken asphalt.

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The City of Tucker has been working to improve crime and resolve property issues in the Juliette Road/Richardson Street corridor, including trying to provide better access to the community along Richardson Street and ensuring development is compatible with the goals of the Comprehensive Plan. This city-initiated rezoning is one step in the process to improve the neighborhood and protect its residents by ensuring the use and zoning of the parcel is compatible with the Comprehensive Plan and the surrounding area.

Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. The Suburban Character Area allows residential development of 4-6 units per acre, and on this parcel, up to 6 units per acre would be appropriate given its location and densities of the neighboring properties.

Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole.

A moratorium (R2021-09-16) for all M (light industrial) properties in the area bounded by E. Ponce De Leon Avenue, Juliette Road, US. 78 and Georgia 10 was put into effect on September 13, 2021 so that

the city could study the area and draft the proposed zoning amendments. The moratorium is in effect until December 14, 2021. A certified letter was sent to the property owner, RM Concrete Specialist, LLC, regarding the justification for, and timeline of the rezoning process. City staff has met with the owner to discuss the rezoning process and options for the property. Staff will continue to communicate with the owner of the property throughout the public hearing process.

CHARACTER AREA (Future Land Use)

The subject parcel is in the Suburban Character Area on the Future Land Use Map. Primary Land Uses in the Suburban Character Area include single-family residential, townhomes, lower density multi-family uses, and institutional uses, such as places of worship and schools. Development strategies include:

- Giving special care to managing land use transitions along the periphery of residential neighborhoods to ensure that new development does not diminish the character of existing neighborhoods.
- Enhancing the quality of residential neighborhoods by adding traffic calming improvements, sidewalks, and increased street interconnections to improve walkability within existing neighborhoods.

The Suburban Character Area aligns with the ‘Preserve and Improve Neighborhoods’ goal of the comprehensive plan.

NEARBY/SURROUNDING LAND ANALYSIS

Adjacent & Surrounding Properties	Zoning (Petition Number)	Existing Land Use
Adjacent: North	M	Former Landscaping Company
Adjacent: East	M	Undeveloped
Adjacent: South	M	Vacant land being developed with a gas station and retail building
Adjacent: West	MR-1	East Ponce Village Apartments

Rezoning (RZ-21-0007)

Criteria (standards and factors) for rezoning decisions are provided in Section 46-1560 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.

1. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.

The proposed zoning classification meets the policy and intent of the Tucker Tomorrow comprehensive plan. Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. It would also meet the goal of preserving and improving neighborhoods.

2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.

The subject property is located within a pocket of industrially zoned properties, surrounded by parcels zoned MR-1 (Medium Density Residential – 1) that are developed as multifamily and single-family attached residential uses. If 1220 Richardson Street is rezoned to RSM (Small Lot Residential Mix), it would permit similar, compatible development to that which is existing nearby. The property abuts M (light industrial) zoned properties to the north and south, however those parcels are also being proposed for rezoning as part of this city-initiated process. M (light industrial) zoning does not align with the Suburban Character Area, the adjacent zoning districts, or the surrounding residential uses.

If the property was developed under RSM (Small Lot Residential Mix), it would align with the nearby and adjacent zonings. Rezoning this parcel from M (light industrial) to RSM (Small Lot Residential Mix) would allow for the possibility of future medium-density growth, compatible with existing nearby developments.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The subject property would have a reasonable economic use under both the M (light industrial) and RSM (Small Lot Residential Mix) zoning designations. Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole. Rezoning from M (light industrial) to RSM (Small Lot Residential Mix) also provides each landowner with more developable area, as transitional buffers would no longer be required.

4. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.

The proposed zoning will not adversely affect the existing use or usability of adjacent or nearby properties. Rezoning this parcel to RSM (Small Lot Residential Mix) will help to protect the nearby residential developments from possible negative impacts of industrially zoned properties.

5. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The City of Tucker's initiative to try and improve crime and resolve property issues in the Juliette Road/Richardson Street corridor is a condition that supports approving the zoning proposal.

6. Whether the zoning proposal will adversely affect historic buildings, site, districts, or archaeological resources.

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

7. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The proposed zoning will not result in excessive or burdensome use of existing street, transportation facilities, utilizes, or schools as no development is proposed. However, the city has recently acquired the northern portion of Richardson Street, which was privately owned, and is studying potential road improvement/connection projects.

8. Whether the zoning proposal adversely impacts the environment or surrounding natural resources.

The proposed zoning request will not adversely impact the environment or surrounding natural resources. Residential uses typically have less impact than a majority of industrial uses.

CONCLUSION

Staff finds that the proposed zoning district, RSM (Small Lot Residential Mix), aligns with the surrounding zoning districts, residential uses, and the Suburban Character Area. In order to be mindful of the surrounding neighbors and maintain zoning that matches the Suburban character area, this parcel should be compatibly zoned with those around it – RSM (Small Lot Residential Mix). This ensures the surrounding residents will not be negatively impacted by an encroaching industrial development.

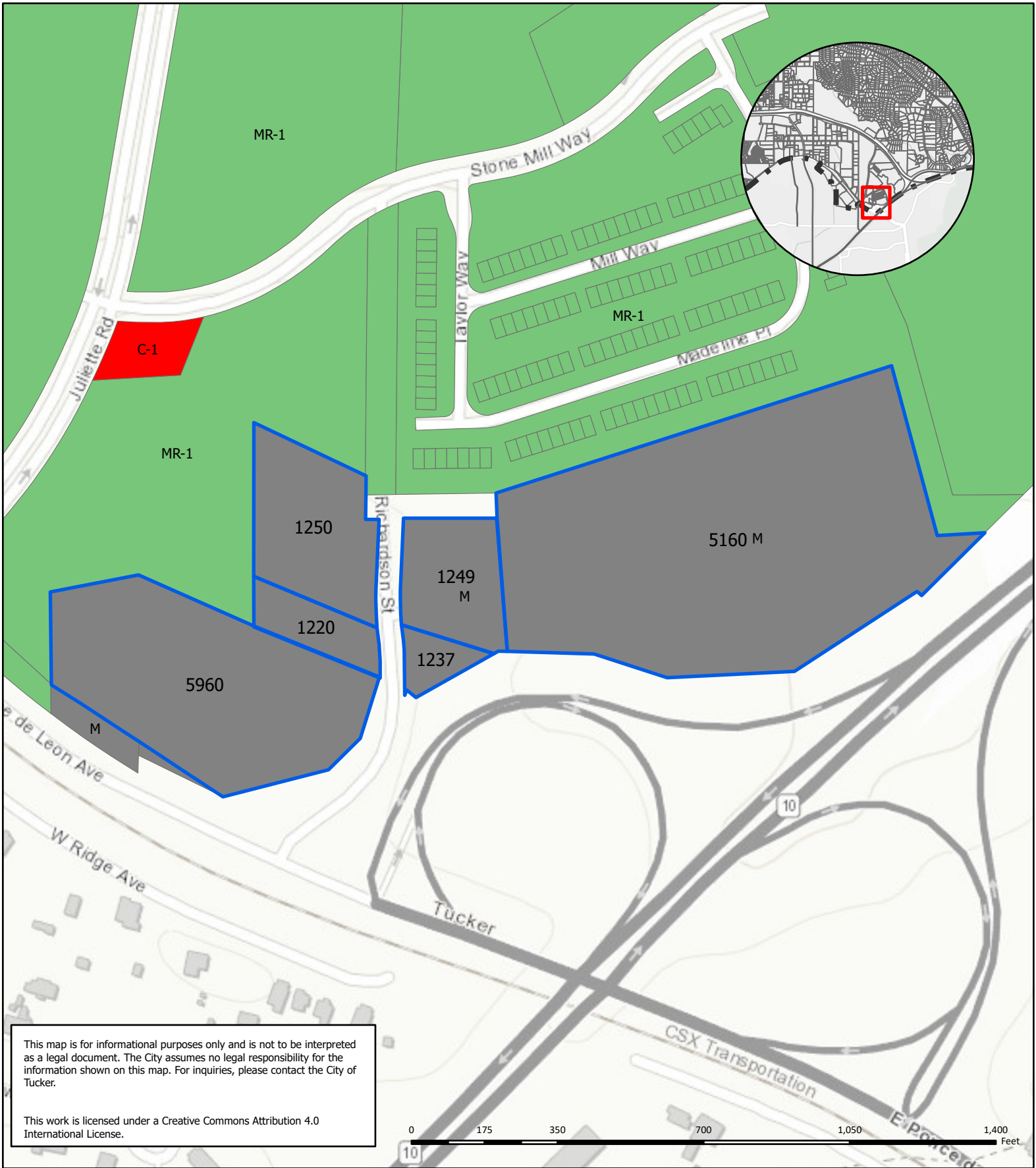
Therefore, Staff recommends **APPROVAL** of the requested rezoning.

Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **APPROVAL** of Land Use Petition **RZ-21-0007**.

Planning Commission Recommendation

Based upon the findings and conclusions herein, at its October 21, 2021 public hearing, the Planning Commission recommends **APPROVAL** of **RZ-21-0007**.



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.

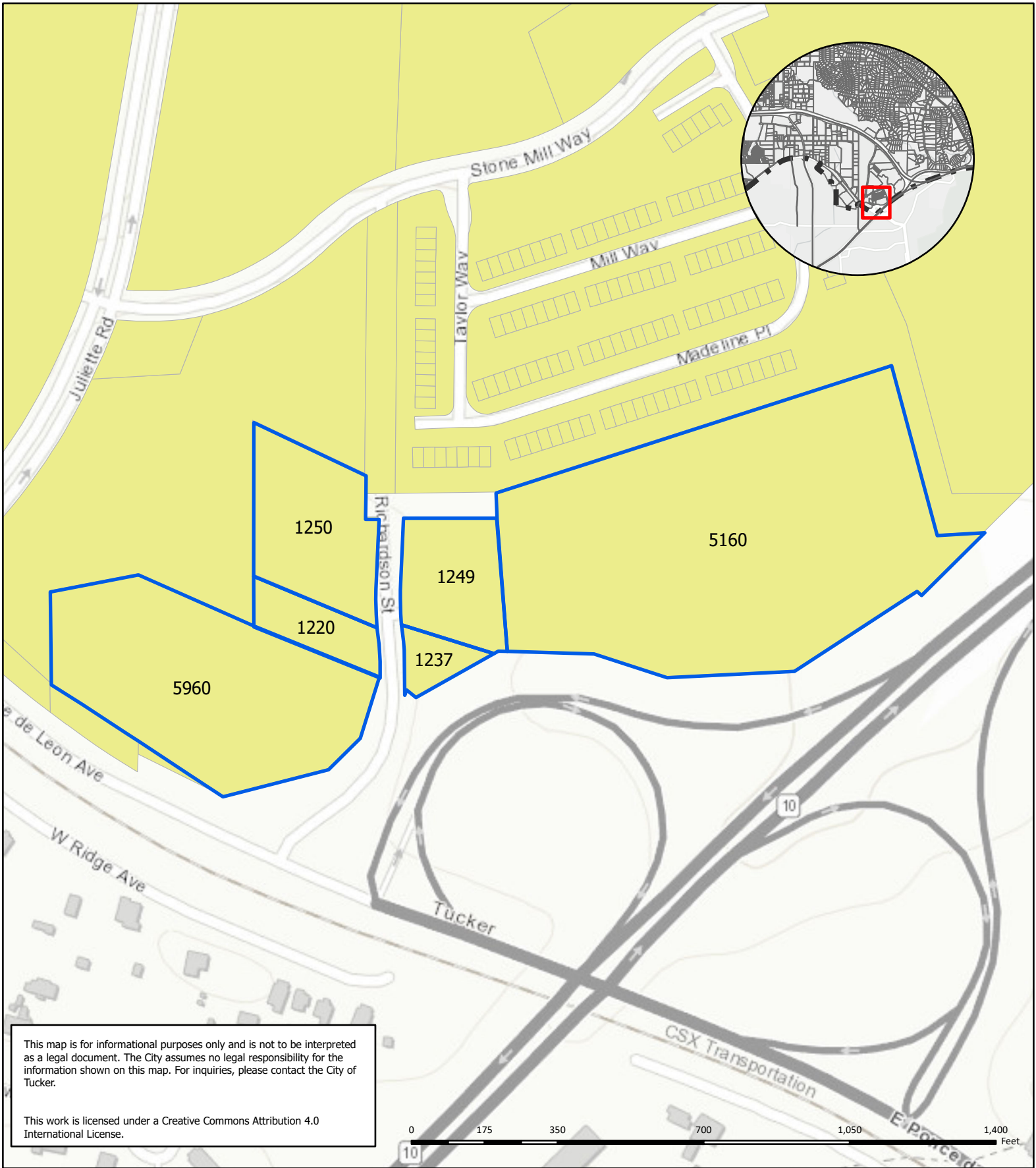
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5960 E Ponce De Leon Avenue
 1220 Richardson Street
 1250 Richardson Street
 1237 Richardson Street
 1249 Richardson Street
 5160 Spring View Avenue

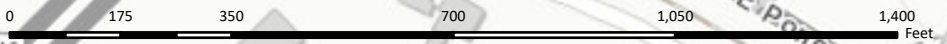
- MR-1 (Medium Density Residential-1)
- C-1 (Local Commercial)
- M (Light Industrial)





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5960 E Ponce De Leon Avenue
 1220 Richardson Street
 1250 Richardson Street
 1237 Richardson Street
 1249 Richardson Street
 5160 Spring View Avenue

 Suburban



Apr 30, 2021 at 10:03:18 AM
1220 Richardson St
Stone Mountain GA 30083
United States



Penn, Hastings & Associates
Real Estate Appraisers and Consultants

4228 First Avenue; Suite 7
Tucker, GA 30084

404-547-8842
770-939-6781 fax

September 23, 2021

Mr. Brandon L. Bowen
Jenkins, Bowen & Walker, PC.
15 South Public Square
Cartersville, Georgia 30120

RECEIVED
CITY OF TUCKER

10/15/2021

PLANNING & ZONING
DEPARTMENT

Re: Feasibility Analysis of City of Tucker Zoning Case RZ-21-0007
1220 Richardson Street, Stone Mountain, Georgia
DeKalb County Tax Parcel No. 18-125-01-005
Land Lot 125, 18th Land District, City of Tucker, DeKalb County

Dear Mr. Bowen;

As you requested, I have inspected the above referenced property and evaluated any economic impact resulting from the proposed change in zoning by the City of Tucker of the subject property. I have estimated a reasonable range of market value of the unencumbered fee simple interest in the subject property as currently zoned as well as a reasonable range of value of the subject considering the change in zoning by the City of Tucker. The comparison of these values will represent any increase or decrease, if any, to the value of these property as a result of the proposed change in zoning. The difference will indicate any economic impacts to the subject by the change in zoning contemplated by the City of Tucker.

Intended Client(s) and User(s) This analysis is intended for use only by the client, Mr. Brandon L. Bowen of Jenkins, Bowen & Walker, PC., his representatives and assignees, representing the City of Tucker. Use of this analysis by others is not intended by the appraiser.

Intended Use of the Analysis This appraisal report is intended only for use by the client, Mr. Brandon L. Bowen of Jenkins, Bowen & Walker, PC., representing the City of Tucker in anticipation of a potential rezoning of the subject properties. This analysis is not intended for any other use.

The term "**market value**", as utilized within this report, is defined by the Office of the Comptroller of the Currency, 12CFR, part 34 and utilized in accordance with Federal and State law as the most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and both are acting in what they consider to be their own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in United States Dollars or in financial arrangements comparable hereto.
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The basis of this analysis is the highest and best use of the property as currently zoned and as proposed. Highest and Best Use is defined as “The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.” Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. A streamlined definition was developed more recently for the Appraisal Institute course General Appraiser Market Analysis and Highest & Best Use, reducing the ambiguous language while eliminating direct reference to the four traditional tests of highest and best use: highest and best use “The reasonably probable use that produces the most benefits and highest land value at any given time.”¹

General Location and Description of the Subject Property The property that is the subject of this analysis is described as a 0.57 acre tract of land (per legal description) located on the west side of Richardson Street just north of East Ponce De Leon Avenue.

The subject is rectangular in shape with 100 feet of road frontage along Richardson Street. The property is level at road grade and slopes very gently upward from road grade. On the date of inspection, the property was largely cleared and level. The property is improved with an old commercial building which contributes no value to the property. The building has several forms of functional obsolescence and is out of code compliance.

Zoning The subject is currently zoned M; Light Industrial Use by the City of Tucker. The minimum lot size in the Light Industrial category is 30,000 square feet. The subject’s size of 25,000 square feet does not meet the legal minimum lot size. As such, the subject is considered a lot of record by the City of Tucker.

¹The Appraisal of Real Estate. -- Fourteenth edition; 2013; page 333.

Proposed Zoning The City of Tucker is contemplating zoning the subject property to RSM; Small Lot Residential Mix. This zoning category allows for development of up to 6 single family units per acre. The minimum lot size in the RSM district is 1,000 square feet for an attached townhome and 6,000 square feet for a detached residential home. The subject property would no longer be a legally non-conforming lot in the RSM zoning category. However, due to the subject’s small size, only three homes would be allowed on the property.

Predominate Values of Industrial Land The following chart demonstrates the relative values of industrial zoned land in the Tucker Summit Industrial Area. The chart provides the most recent sales of industrial land in the area.

<i>No. & Location</i>	<i>Sale Date</i>	<i>Size</i>	<i>Sale Price</i>	<i>Price/Acre</i>
1. 1731 Mountain Industrial Blvd	10/2020	0.95 acre	\$100,000	\$105,263
2. 4561 Greer Circle	11/2017	14.42 acres	\$1,200,000	\$83,218
3. 2460 Mountain Industrial Blvd	12/2015	6.96 acres	\$730,695	\$104,985

The Tucker Summit Industrial area is almost completely built out with very little land available for purchase or development. The sales selected represent the most recent sales of industrial oriented land in the subject’s area. Based on these sales, the value of the industrial land in the Tucker Summit Industrial area ranges from \$85,000 per acre to \$106,000 per acre. This would provide a range of value for the subject’s 0.57 acre of \$48,450 to \$60,420.

However, these sales are legally conforming. For these reasons, it is reasonable to assume that the subject would have a value lower than the range of values provided by these sales.

Value of Low Density Multi-family or Single Family Residential Land The following chart demonstrates the relative values of multi-family or higher density single family detached residential sales in the City of Tucker.

<i>No. & Location</i>	<i>Sale Date</i>	<i>Size</i>	<i>Sale Price</i>	<i>Price/Unit</i>
1. Behind Rehoboth Baptist Church	5/2019	12.187ac	\$2,579,800	\$34,397
2. 1409 Ashbrooke Trace	2/2019	22.49 acres	\$2,895,755	\$36,168*
3 Midvale @ LaVista Roads	10/2020	22.49 acres	\$4,261,705	\$67,650

* represents unit value of the attached residential portion

These sales demonstrate a relative value of around \$35,000 to \$60,000 per unit. The subject could accommodate three residential structures, resulting in a likely land value of \$105,000 to \$180,000.

Conclusions Based on this analysis, the change in zoning contemplated by the City of Tucker will not have any economic detriment to the subject property.

I hope this information is satisfactory and serves your purposes. This appraisal business is certainly appreciated and I trust that if you have any questions, or if I can be of any additional help to you on this project, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce R. Penn", with a long horizontal flourish extending to the right.

Bruce R. Penn
Ga. Certified Appraiser No. 228

EXHIBITS & ADDENDA

APPENDIX A: SUBJECT PROPERTY

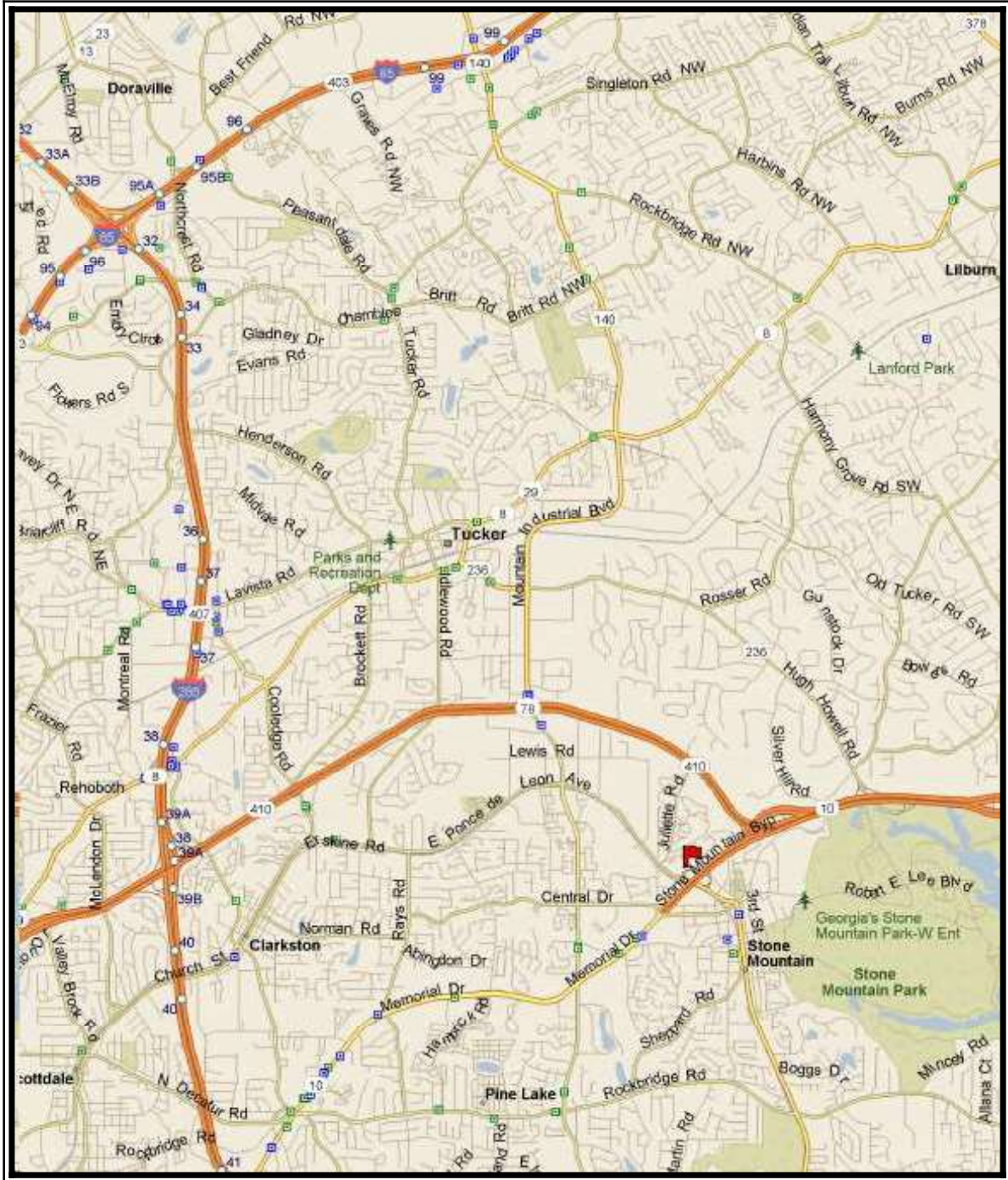
**Subject Photographs
Subject Location Map
Subject Tax Plat Map
Flood Plain Map
Zoning Map**

**Zoning Excerpts from City of Tucker
Most Recent Transfer Documents**

SUBJECT PHOTOGRAPHS



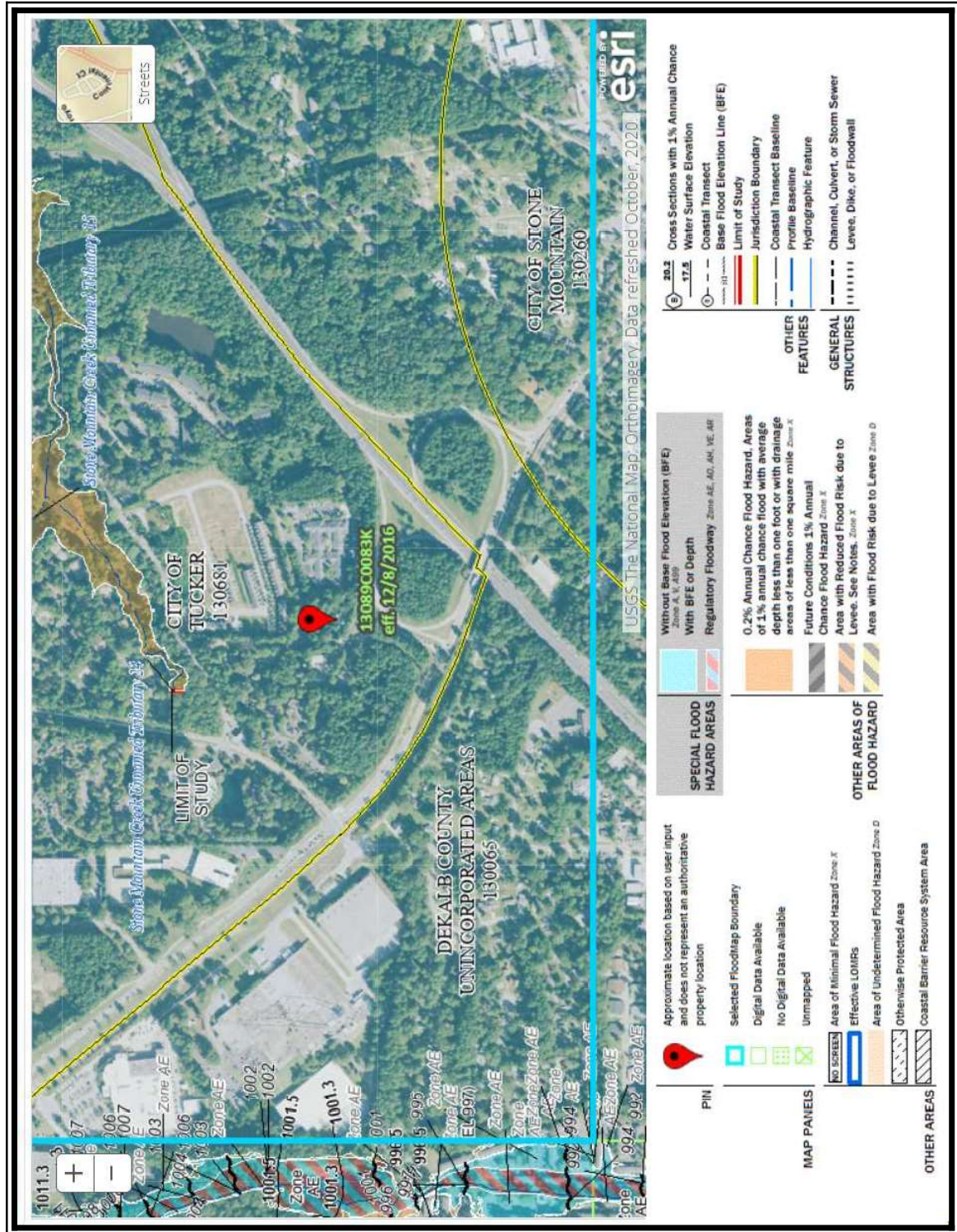
SUBJECT LOCATION MAP



AERIAL TAX PLAT MAP



FLOOD PLAIN MAP



ZONING MAP



DIVISION 31. - M (LIGHT INDUSTRIAL) DISTRICT

Sec. 46-896. - Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the M (Light Industrial) District is as follows:

- (1) To provide areas for the establishment of businesses engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment and the sale and distribution of such goods, merchandise or equipment in locations so designated in the comprehensive plan;
- (2) To provide an environment for light industrial uses that produces no appreciable impact on adjacent properties and preserve the appeal and appearance of residential and commercial areas;
- (3) To ensure that all establishments located within the M (Light Industrial) District operate in compliance with the noise standards contained in this chapter and that any negative noise impact resulting from the use of land within the M (Light Industrial) District is contained within the boundaries of said district and does not create noise problems for adjoining residential, office or commercial districts;
- (4) To provide an area within the city for recycling and green businesses to locate;
- (5) To generate employment opportunities and economic development;
- (6) To ensure that M (Light Industrial) Districts are so located that transportation access to thoroughfares and freeways is available;
- (7) To allow for the conversion of industrial buildings which are 50 years of age or older to multifamily dwellings so as to promote living and working space as well as historic preservation;
- (8) To implement the future development map of the county's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.31.1), 7-11-2016)

Sec. 46-897. - Permitted and special land uses.

Permitted uses and uses requiring special land use permits shall be as provided in table 4.1. In cases where a use is permitted but there are supplemental use regulations for that use specified in article IV of this chapter, such regulations shall also apply and must be complied with.

(Ord. No. 2016-06-07, att. (2.31.2), 7-11-2016)

Sec. 46-898. - Dimensional requirements.

Dimensional requirements for the M (Light Industrial) District shall be as provided in table 2.24, nonresidential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.31.3), 7-11-2016)

Sec. 46-899. - Site and building design standards.

Site and building design standards and regulations to be applied in this zoning district shall be as provided in article V of this chapter.

(Ord. No. 2016-06-07, att. (2.31.4), 7-11-2016)

Sec. 46-900. - Multifamily use provisions for industrial conversion.

The conversion of industrial buildings to residential use shall be permitted by a special land use permit. The following shall be considered:

- (1) Whether the building is located on the interior or periphery of an established industrial park or area;
- (2) Whether the building or area should no longer be used for industrial uses;
- (3) Adequate parking is provided in accordance with article VI of this chapter, for multifamily or live-work.

(Ord. No. 2016-06-07, att. (2.31.5), 7-11-2016)

Secs. 46-901—46-918. - Reserved.

Sec. 46-702. Dimensional requirements.

Dimensional requirements including overall site requirements, lot dimensions, setbacks, and heights for nonresidential districts are provided in table 2.24, nonresidential zoning districts dimensional requirements. Building setback, height and lot width may be tied to lot size compatibility, averaging as defined and required in article V of this chapter.

Table 2.24. Nonresidential Zoning Districts Dimensional Requirements

<i>Element</i>	<i>OIT</i>	<i>OI</i>	<i>NS</i>	<i>C-1</i>	<i>C-2</i>	<i>OD</i>	<i>M</i>	<i>M-2</i>
Overall Site Requirements (minimum unless specified)								
Dimensional Requirements								
Lot Area (min. sq. ft.)	7,500	20,000	20,000	20,000	30,000	30,000	30,000	2 acres for heavy ind. and uses req'g. SLUP; 1 acre for all other uses
Single-Family Attached Lot Area (Avg. per dwelling unit sq. ft.)	4,000	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Lot Width, Street Frontage (feet)	75	100	100	100	100	100	100	150
Lot Coverage (max. %)	80	80	80	80	80	80	80	80
Open Space Requirements								
Sites with 5,000—39,999 sq. ft. gross floor area (min. %)	15	15	15	10	10	15	15	15
Sites with 40,000 gross floor area or more (min. %)	20	20	20	20	20	20	20	20
Transitional Buffer (ft.)	See division 4, article V of this chapter							
Building Setback Requirements (min., unless specified)								

Front— Thoroughfares and Arterials (ft.)	40	60*	30	60	60	75	60	60
Front—all other streets (ft.)	30	50*	20	50	50	75	60	60
Side—interior lot (ft.)	20	20*	20	20	20	20	20	20
Side—corner lot on public street (ft.)	40	50*	15	50	50	50	60	60
Rear (ft.)	30	30*	20	30	30	30	30	30
Unit Size (Residential: Heated Living Area)								
Floor Area of Attached Dwelling Unit of Multifamily (min. sq. ft.)	1,000	1,000	Not Permitted	Not Permitted	Not Permitted	Not Permitted	1,000	Not Permitted
Floor Area of Live/Work Dwelling Unit (residential portion only— min. sq. ft.)	650	650	650	650	Not Permitted	Not Permitted	650	Not Permitted
Floor area per individual building (max. sq. ft.) (non- res.)	N/A	N/A	50,000	No Max.	No Max.	No Max.	No Max.	No Max. Height (max. without a Special Land Use Permit (SLUP))**
Height (ft.)	2 story/35 ft.	5 story/70 ft.***	2 story/35 ft.	2 story/35 ft.	2 story/35 ft.	2 story/35 ft.	**	**
Transitional Height Plane (see article V of this chapter)	No	Yes	No	No	No	Yes	Yes	Yes

*If located next to single-family residential and the building will exceed 35 feet, the building setback from SF residential shall be increased 50 percent.

**Fire department and rescue services must approve over three stories to ensure adequacy of fire protection facilities.

***Five story/70 feet if in an activity node, two story/35 feet outside an activity node, unless obtaining a special land use permit for up to five story/70 feet.

(Ord. No. 2016-06-07, att. (2.24.1), 7-11-2016; Ord. No. 2018-12-40, 1-14-2019)

Sec. 46-1338. Transitional buffers.

- (a) *Intent.* Transitional buffers are intended to create a visual screen in order to diminish the potential negative impacts of nonresidential and mixed land uses on adjacent residential land uses. Similarly, transitional buffers diminish the potential negative impacts of higher intensity residential development on adjacent single-family residential land uses.
- (b) *General requirements.* Natural or planted transitional buffers required by this division shall be established and permanently maintained by the property owner as follows:
- (1) The required transitional buffer shall be depicted in detail on each site plan or plat prior to final approval. Type and location of natural and planted vegetation shall be included.
 - (2) Within the transitional buffer, the natural topography of the land shall be preserved and existing growth shall not be disturbed except where necessary to remove dead or diseased trees and undergrowth or to enhance the buffer with additional landscaping in order to provide a screen so as to prevent view of the higher density development from the lower density development.
 - (3) Grading or construction adjacent to the transitional buffer zone shall not disturb or encroach upon the transitional buffer zone.
 - (4) Notwithstanding subsection (b)(3) of this section, if grading is required in the transitional buffer in order to prevent or control erosion, the area of such grading shall cover no more than 20 percent of the required transitional buffer, shall be immediately replanted upon completion of easement improvements and shall avoid disturbance of the soil within the dripline of trees within the transitional buffer.
 - (5) Any approved utility crossings shall be perpendicular to the transitional buffer.
 - (6) A pedestrian walkway, a maximum width of five feet, may be located in the buffer to provide pedestrian access to the adjoining property. Where a pedestrian walkway is provided, a gate shall be installed in the required screening fence.
 - (7) If existing vegetation in a buffer area does not meet the transitional buffer standards, a five foot high, landscaped berm may be installed subject to the approval of the city arborist. Grading to construct the berm shall not remove significant plants designated by the city arborist as part of the approval of the landscaped berm.
- (c) *Buffer planting and materials.* When the conditions of the existing natural topography and vegetation are insufficient to achieve the visual screening required by this section, a landscape planting plan to enhance the transitional buffer shall be prepared and implemented to supplement existing natural growth or to provide new plant materials of such growth characteristics as will provide a screen meeting the standards below:
- (1) *Planting height.* Proposed planting as part of an enhanced transitional buffer shall have a height of at least six feet at the time of planting and planted in a minimum of two rows, with staggered on center spacing such that a continuous opaque screen is created within two years of planting.
 - (2) *Plant types.* Plant species in an enhanced transitional buffer shall be evergreen, native, naturalized or other species well-adapted to the local climate and rainfall patterns, disease and pest-free, healthy and vigorous, and meet standard for American Nursery Stock, ANSI Z60.1.
 - (3) *Plant functions.* Plants shall be approved from a list made available from the planning and zoning department, but shall not be exclusive of other plants which may be suitable, provided they can provide a continuous opaque screen.

- (4) *Fences.* Fences are required with transitional buffers and shall meet the requirements of section 46-1340.
- (5) *Wall and fence finishes.* Walls and fences shall be constructed with the finished or decorative side facing outward from the property.
- (d) *Buffer dimensions and specifications.* Table 5.2(a) identifies the transitional buffer class required for each zoning district based on the zoning district to which it is adjacent. Table 5.2(b) summarizes the minimum width of the required transitional buffer for each transitional buffer class (A-E).

Table 5.2(a). Transitional Buffer Class by District

Districts	Adjacent District											
	R*	MHP	RNC	RSM	MR-1	MR-2	HR-1-3	MU-1	MU-2	MU-3	MU-4	MU-5
Residential Districts												
MHP	C	-	-	-	-	-	-	-	-	-	-	-
RNC	B	-	-	-	-	-	-	-	-	-	-	-
Mixed Residential Districts												
RSM**	A	C	A	-	-	-	-	-	-	-	-	-
MR-1**	B	C	B	B	-	-	-	-	-	-	-	-
MR-2**	C	C	C	C	C	-	-	-	-	-	-	-
HR-1-3**	C	C	C	C	B	B	-	-	-	-	-	-
Mixed-Use Districts												
MU-1	B	B	B	B	-	-	-	-	-	-	-	-
MU-2	C	B	B	B	B	-	-	-	-	-	-	-
MU-3	C	C	C	B	A	B	B	B	B	-	-	-
MU-4	C	C	C	B	A	B	B	B	B	-	-	-
MU-5	C	C	C	B	A	B	B	B	B	-	-	-
Nonresidential Districts												
OI	C	C	C	C	C	C	C	B	B	B	-	-
OIT	C	C	C	C	C	C	C	B	B	B	-	-
NS	C	C	C	C	C	C	C	A	A	A	-	-
C-1	C	C	C	C	C	C	C	B	B	B	-	-
OD	D	D	D	D	D	D	D	D	D	D	D	D
C-2	C	C	C	C	C	C	C	B	B	B	B	B
M	D	D	D	D	D	D	D	D	D	D	D	D
M-2	E	E	E	E	E	E	E	E	E	E	E	E

*R= RE, RLG, R-100, R-85, R-75, R-60 (except when R-60 use is single-family attached).

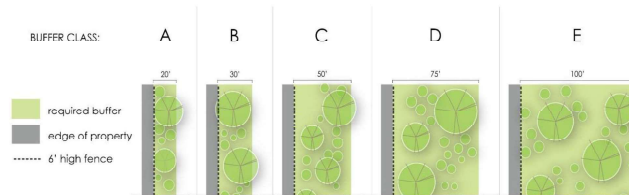
**Where the Mixed Residential District has single-family units along an adjacent residential (R) boundary, then a transitional buffer is not required.

Table 5.2(b). Transitional Buffer Minimum by Buffer Class

Buffer Class	Width
A	20'
B	30'

C	50'
D	75'
E	100' with fence

Transitional Buffers Figure



(Ord. No. 2016-06-07, att. (5.4.5), 7-11-2016; Ord. No. O2020-03-07 , exh. A, 3-23-2020)

DIVISION 12. RSM (SMALL LOT RESIDENTIAL MIX) DISTRICT

Sec. 46-359. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the RSM (Small Lot Residential Mix) District is as follows:

- (1) To provide for the creation of residential neighborhoods that allow a mix of single-family attached and detached housing options;
- (2) To provide flexibility in design and product on the interior of new development while protecting surrounding neighborhoods;
- (3) To implement the future development map of the city's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.12.1), 7-11-2016)

Sec. 46-360. Permitted and special land uses.

Permitted uses and uses requiring special land use permits shall be as provided in table 4.1. In cases where a use is permitted but there are supplemental use regulations for that use specified in article IV of this chapter, such regulations shall also apply.

(Ord. No. 2016-06-07, att. (2.12.2), 7-11-2016)

Sec. 46-361. Dimensional requirements.

Dimensional requirements for the RSM (Small Lot Residential Mix) District shall be as provided in table 2.4, medium and high density residential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.12.3), 7-11-2016)

Sec. 46-362. Site and building design standards.

Site and building design standards and regulations to be applied in this zoning district shall be as provided in article V of this chapter.

(Ord. No. 2016-06-07, att. (2.12.4), 7-11-2016)

Secs. 46-363—46-388. Reserved.

Sec. 46-334. Medium and high density.

The medium and high density residential zoning districts allow cottage housing, attached, multifamily and mixed residential developments at the densities illustrated in table 2.3:

Table 2.3. Summary of Density Ranges for Medium and High Density Residential Zoning Districts

<i>Zoning District Name</i>	<i>Density (units/acre)</i>	<i>Eligible Character Areas</i>
Small Lot Residential Mix RSM	4-6	Suburban, Downtown, Medical area, Regional activity center, Commercial redevelopment corridor
Medium Density Residential-1 MR-1	8	Downtown, Medical area, Regional activity center, Commercial redevelopment corridor
Medium Density Residential-2 MR-2	12	Downtown, Medical area, Regional activity center, Commercial redevelopment corridor
High Density Residential-1 HR-1	24	Downtown, Medical area, Regional activity center
High Density Residential-2 HR-2	40	Downtown, Regional activity center
High Density Residential-3 HR-3	60	Regional activity center

(Ord. No. 2016-06-07, att. (2.11.1), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.11.1), 4-9-2018; Ord. No. 2018-12-40, 1-14-2019)

Return Recorded Document to:
SERRANO UMPIERRE, LLC
3190 NORTHEAST EXPRESSWAY
STE 310
ATLANTA, GA 30341
File No: 2021253smu
TAX ID 18-125-01-005

2020131854 DEED BOOK 28635 Pg 205



Real Estate Transfer Tax \$375.00

Filed and Recorded:
9/15/2020 9:33:35 AM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DEKALB

THIS INDENTURE, made the 20th of August, 2020, between ROY LAMAR NELMS JR of the State of Georgia and County of DeKalb party of the first part, and RM CONCRETE SPECIALIST, LLC of the State of Georgia and County of DeKalb party of the second part,

WITNESSETH That: the said party of the first part, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other goods and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 125 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows: BEGINNING at a point on the west side of Richardson Street (sometimes also known as Richardson Road), 250 feet north of the northwest corner of the intersection of Moore Street and Richardson Street; running thence north along the west side of Richardson Street a distance of 100 feet; running thence northwesterly a distance of 250 feet to a point; extending thence southerly 100 feet to a point; running thence in a southeasterly direction a distance of 250 feet to the west side of Richardson Street and the POINT OF BEGINNING; further being known as Lot 6 of the R.C. Knox property, and being improved with a house located thereon known as 1220 Richardson Street, according to the present system of numbering houses in DeKalb County.


Property is less and except Right of Way Easement to Georgia DOT as recorded in DB 1586 Page 741, Dekalb County, Georgia Records.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever, in FEE SIMPLE.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against claims of all persons owning, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in the presence of:

 (Seal)
ROY LAMAR NELMS JR

Unofficial Witness

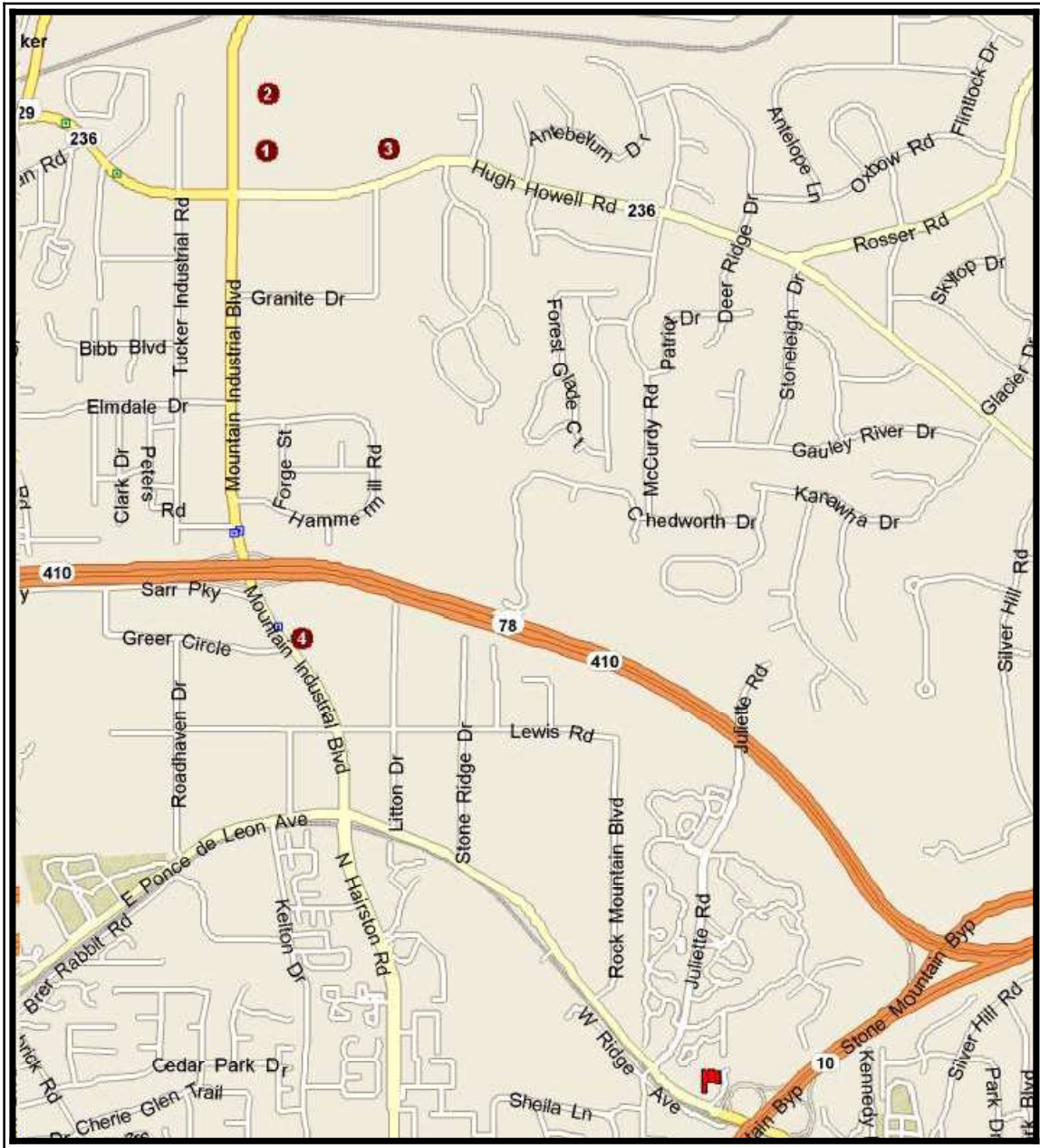
Notary Public



APPENDIX B: INDUSTRIAL LAND SALES

Industrial Land Sales Map
Industrial Land Sales

COMPARABLE INDUSTRIAL LAND SALES LOCATION MAP



**COMPARABLE NO. 1
INDUSTRIAL LAND SALE**

GRANTOR: VRE Stone Mountain, LLC
GRANTEE: LVL Investments, Inc.
RECORDED: **BOOK:** 28692 **PAGE:** 197 **COUNTY:** Dekalb
DATE OF TRANSACTION: 10/1/2020
CONSIDERATION: \$100,000 **PRICE PER ACRE:** \$105,263
LOCATION: 1731 Mountain Industrial Boulevard, Stone Mountain, GA
PARCEL ID: 18 170 01 011
ZONING: C1 - Local Commercial District
TOTAL AREA: 0.95 Acres Per Warranty Deed

DESCRIPTION OF PROPERTY

Access: Good Access
Frontage: Frontage along Private Drive
Utilities: All utilities available
Drainage: Adequate
Topography: Basically Level



**COMPARABLE NO. 2
INDUSTRIAL LAND SALE**

GRANTOR: GA Power Company

GRANTEE: HPC Seefreid Tucker, LLC

RECORDED: **BOOK:** 26623 **PAGE:** 260 **COUNTY:** Dekalb

DATE OF TRANSACTION: 11/28/2017

CONSIDERATION: \$1,200,000 **PRICE PER ACRE:** \$83,218

LOCATION: 4561 Greer Circle, Stone Mountain, GA

PARCEL ID: 18 170 02 024

ZONING: M - Light Industrial District

TOTAL AREA: 14.42 Acres per recorded survey

DESCRIPTION OF PROPERTY

Access: Good Access

Frontage: 954' along Greer Circle and 530' along Roadhaven Drive

Utilities: All utilities available

Drainage: Adequate

Topography: Level to gently rolling



**COMPARABLE NO. 3
INDUSTRIAL LAND SALE**

GRANTOR: Ricoh Americas Corporation
GRANTEE: Atlanta Mountain Industrial Real Estate, Inc.
RECORDED: **BOOK:** 25308 **PAGE:** 26 **COUNTY:** Dekalb
DATE OF TRANSACTION: 12/15/2015
CONSIDERATION: \$730,695 **PRICE PER ACRE:** \$104,985
LOCATION: 2460 Mountain Industrial Boulevard, Tucker, GA
PARCEL ID: 18 224 03 003
ZONING: M - Light Industrial District
TOTAL AREA: 6.96 Acres Per Warranty Deed

DESCRIPTION OF PROPERTY

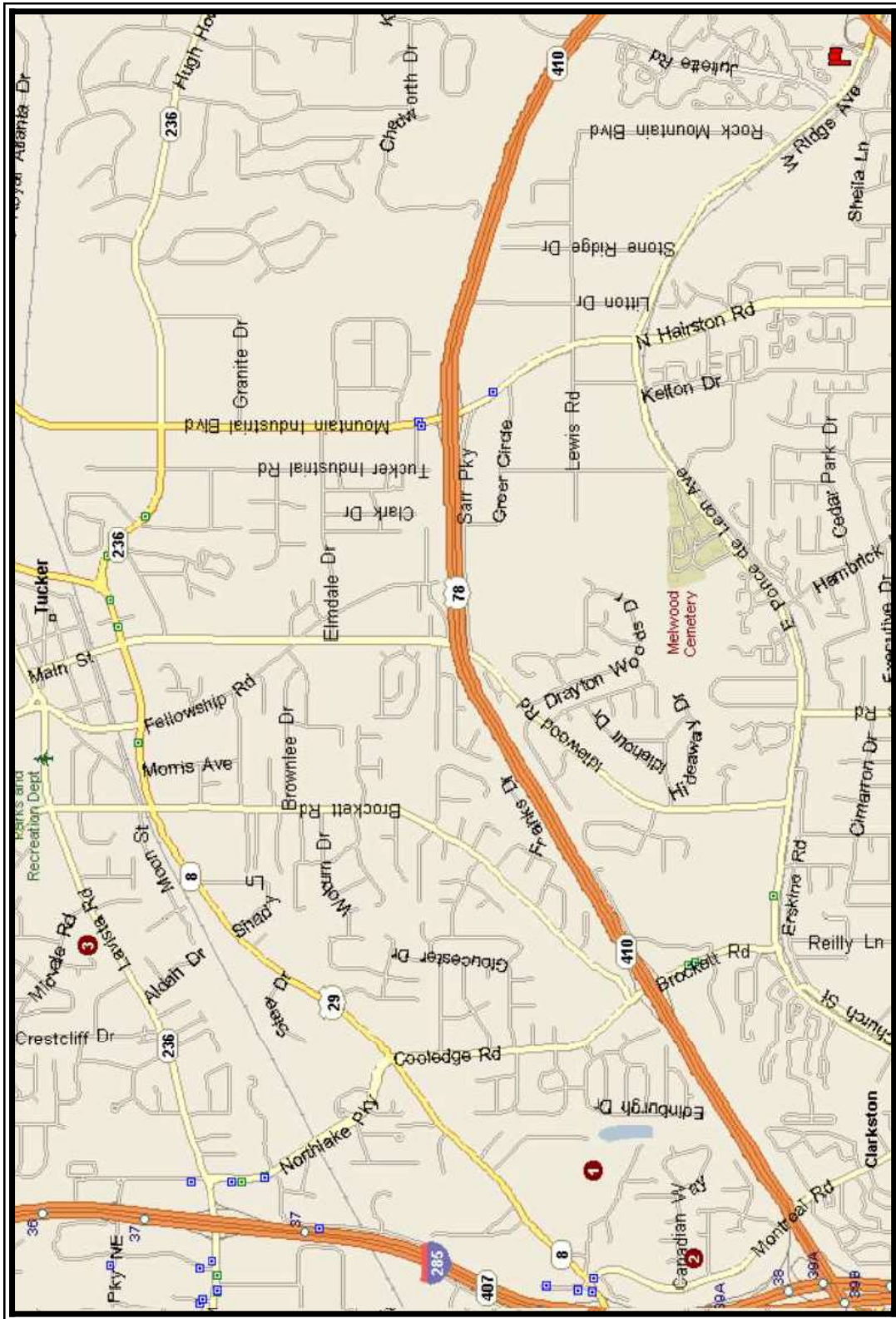
Access: Good Access
Frontage: 706' along Mountain Industrial Boulevard
and 473' along Tuckerstone Parkway
Utilities: All utilities available
Drainage: Adequate
Topography: Level to gently rolling



APPENDIX C: MULTI-FAMILY LAND SALES

Multi-Family Land Sales Map
Multi-Family Land Sales

COMPARABLE MULTI-FAMILY LAND SALES LOCATION MAP



COMPARABLE NO. 1 MULTI-FAMILY LAND SALE

GRANTOR: Rehoboth Baptist Church, Inc.

GRANTEE: MH Settlement, LLC

RECORDED: **BOOK:** 27558 **PAGE:** 244 **COUNTY:** Dekalb

DATE OF TRANSACTION: 5/17/2019

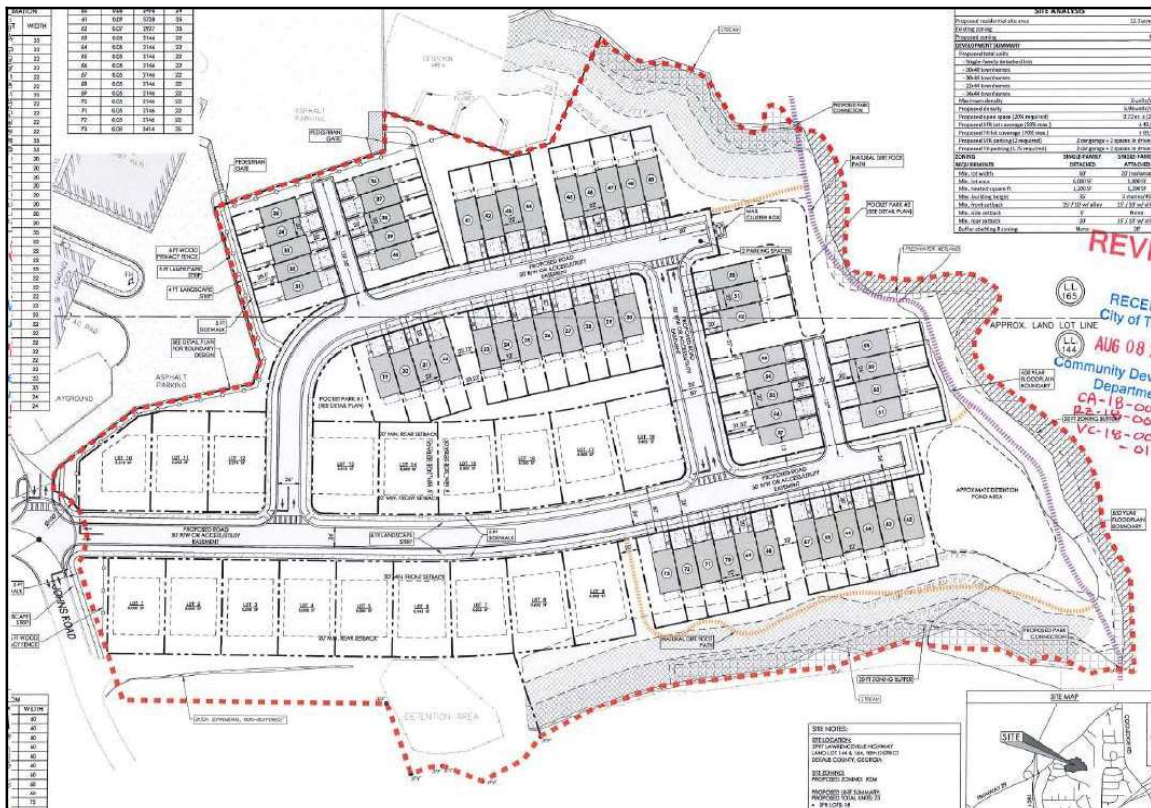
CONSIDERATION: \$2,579,800 **PRICE PER UNIT:** \$34,397

LOCATION: Behind Rehoboth Baptist Church at 2997 Lawrenceville Hwy.

PARCEL ID: 18 144 03 233

ZONING: RSM; Small Lot Residential Mix

TOTAL AREA: 12.187 acres per survey



**COMPARABLE NO. 2
MULTI-FAMILY LAND SALE**

GRANTOR: Ashbrooke Towns, LLC

GRANTEE: Ashbrooke Home Builders, Inc.

RECORDED: **BOOK:** 27725 **PAGE:** 52 **COUNTY:** Dekalb

DATE OF TRANSACTION: 2/11/2019

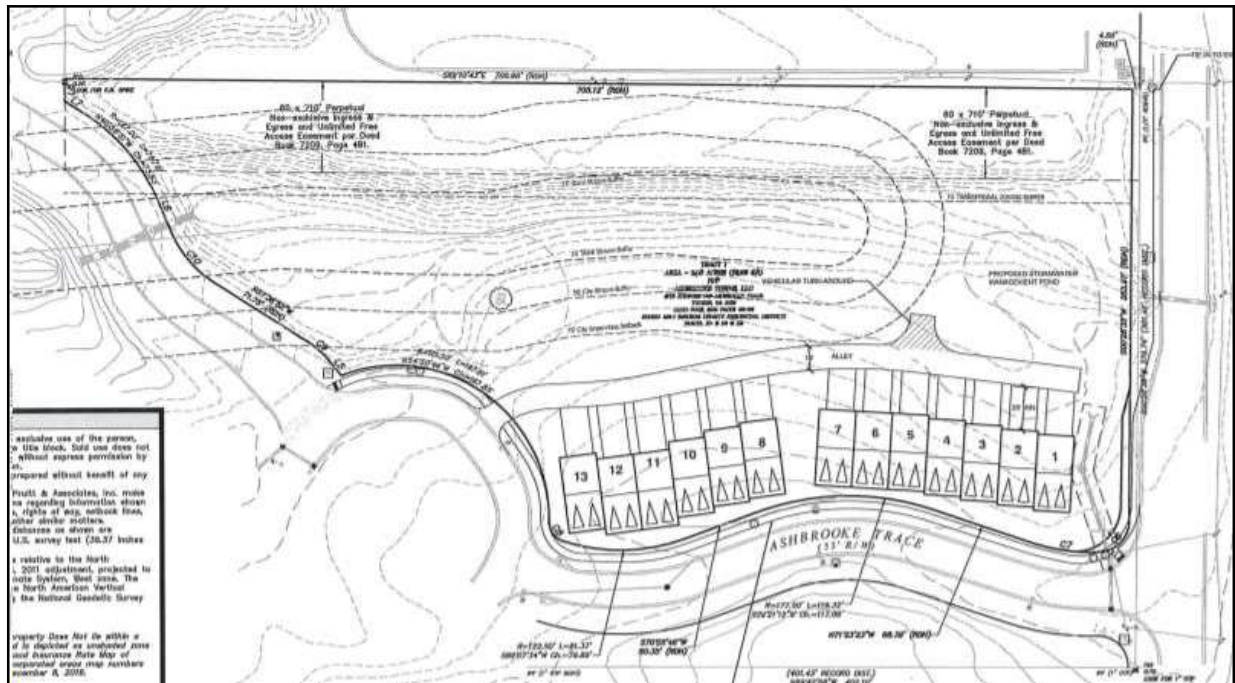
CONSIDERATION: \$2,895,755 **PRICE PER UNIT:** \$36,168

LOCATION: 1409 Ashbrooke Trace

PARCEL ID: 18 140 01 226

ZONING: MR-1 Medium Density Residential; This tract was modified for townhome development.

TOTAL AREA: 22.49 acres per survey



COMPARABLE NO. 3 SINGLE FAMILY LAND SALE

GRANTOR: Charles A Orth, Trustee, etal.

GRANTEE: JWC Lavista, LLC

RECORDED: **BOOK:** 28788 **PAGE:** 210 **COUNTY:** Dekalb

DATE OF TRANSACTION: 10/30/2020

CONSIDERATION: \$4,261,705 **PRICE PER UNIT:** \$67,650

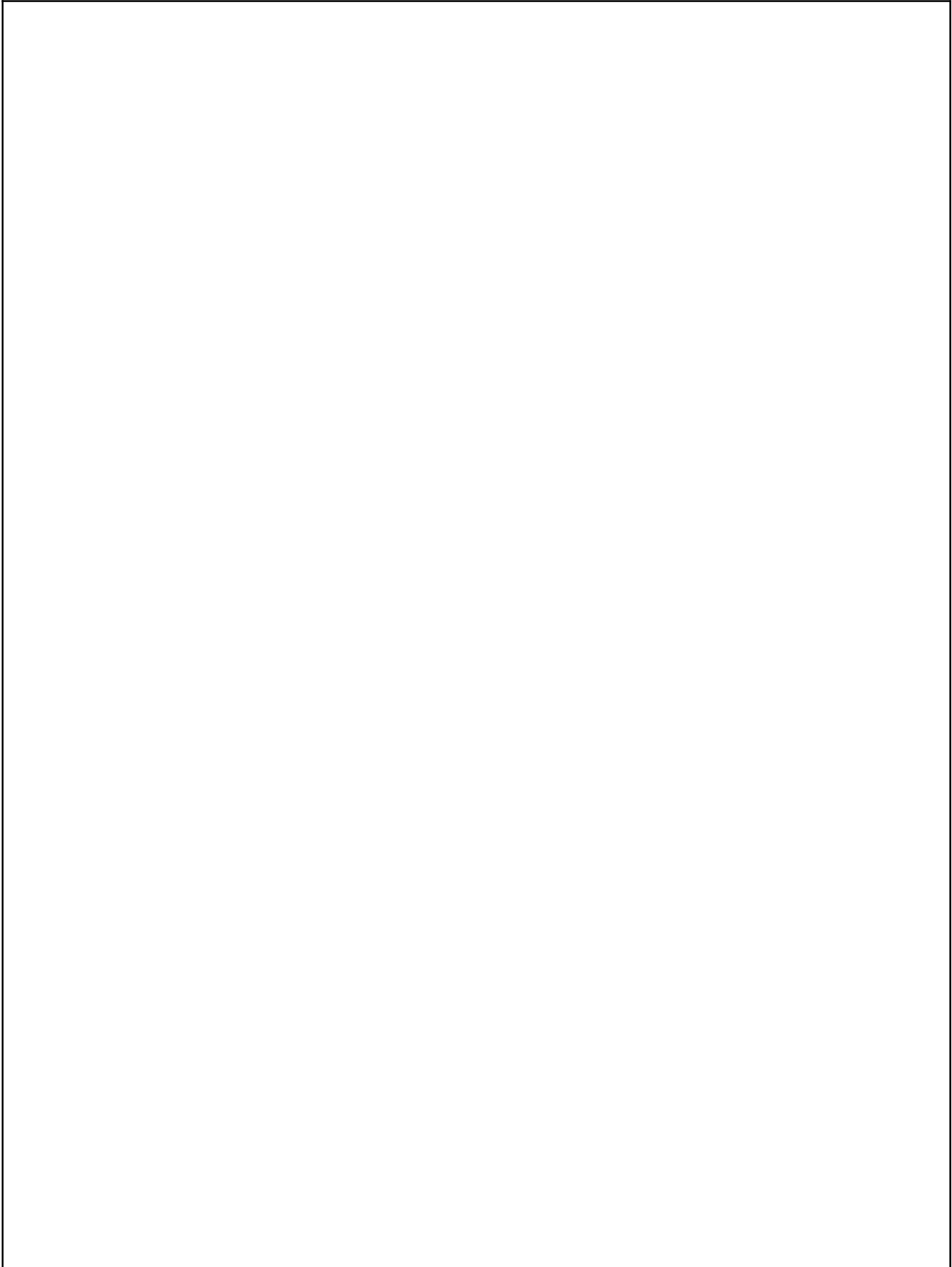
LOCATION: Intersection of Midvale Road at Lavista Road

PARCEL ID: 18 212-01-002, 006, 018, 019, 042

ZONING: MZ Multiple Zoning.

TOTAL AREA: 22.49 acres per survey





APPENDIX D

**Certification
Assumptions & Limiting Conditions
Qualifications of the Appraiser**

CERTIFICATE OF APPRAISER

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The report analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this report.
5. My analyses, opinions and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
6. The reported analyses, opinions and conclusions were developed and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice, the Georgia Real Estate Appraiser Classification and Regulation Act and the rules and regulations of the Georgia Appraisers Board.
7. I have made a personal inspection of the property that is the subject of this report.
8. I certify that I have not performed any service on the subject property as an appraiser or any other capacity in the past three years.
9. I acknowledge that I serve on the Tucker Downtown Development Authority



Bruce R. Penn
Georgia Certified General Real Property Appraiser #000228

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property and subsoil that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the report.
9. It is assumed that all required licences, consents or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

ASSUMPTIONS AND LIMITING CONDITIONS

Continued

10. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety. Therefore, the liability of the appraiser shall be expressly limited to the person for whom the report was addressed and any reliance thereon by any third party shall not be justifiable and therefore shall be at the peril of such third party.
11. The appraiser is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless such arrangements have been previously made.
12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relation, news sales, or other media without the prior written consent and approval of the appraiser.
13. It is a condition of this appraisal that the subject property, including any proposed improvement, meets all governmental regulations and restrictions including but not limited to zoning requirements, building and development codes, drainage requirements and all fire safety laws.
14. It is a condition of this report that the property is subject to typical easements such as right of way for electrical power lines, sewer easements, natural gas lines, as well as telephone lines and water lines.
15. It is a condition of the report that no soil boring test has been made and the stated value would be subject to such a test.
16. It is a condition of this report that any marketing of the subject property would expressly require effective and aggressive sales methods and techniques, reasonable pricing, market exposure and coverage, and unless stated any suggested improvements or repairs must be completed in order to market the property.

ASSUMPTIONS AND LIMITING CONDITIONS

Continued

17. The subject is specifically conditioned on present market conditions, any change may affect the market value stated.

18. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as, but not limited to, asbestos, urea-formaldehyde foam insulation, leaking underground storage tanks, contaminated areas, hazardous wastes, dangerous substances, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

QUALIFICATIONS

Bruce R. Penn

SPECIAL QUALIFICATIONS (PRESENT & HISTORICAL)

- State of Georgia, Certified General Real Estate Appraiser No. CG- 000228
- South Carolina, Certified General Real Estate Appraiser No. CG-3575 (retired)
- Senior Member, National Association of Real Estate Appraisers, Designated as Certified Commercial Real Estate Appraiser (#38173) retired
- Appraisal Institute - MAI Candidate (#M86-3542) (retired)
- State of Georgia, Department of Transportation; Approved Appraiser; retired
- Hartsfield Airport Noise Abatement Program Approved Appraiser
- Fulton County, Approved Appraiser
- Dekalb County Approved Appraiser
- Cobb County Department of Transportation, Approved Appraiser
- Cobb County Water Department, Approved Appraiser
- Floyd County Approved Appraiser
- Chatham County Approved Appraiser
- Rockdale County Approved Appraiser
- Cherokee County Approved Appraiser
- City of Atlanta Approved Appraiser
- Jasper County Approved Appraiser

SPECIALIZED REAL ESTATE TRAINING

- Atlanta Institute of Real Estate
 - Principles and Practices of Real Estate; Sales I, Sales II, Sales III
- Appraisal Institute (FKA American Institute of Real Estate Appraisers)
 - Course 1A1, Basic Appraisal Principles, Methods and Techniques
 - Course 1A2, Basic Valuation Procedures
 - Course 023, Standards of Professional Practice
 - Course 1BA, Capitalization Theory and Techniques (Part A)
 - Course 1BB, Capitalization Theory and Techniques (Part B)
 - Business Valuation
 - Valuation in Litigation
- Columbia Institute
 - Condemnation Appraising
- Society of Real Estate Appraisers
 - Course 101, An Introduction to Appraising Real Property
 - Course 102, Applied Residential Property Valuation
- Georgia State University
 - RE 410, Real Estate Valuation
 - RE 310, Real Estate Principles and Practices
 - RE 460, Income Property Valuation

GENERAL EDUCATION

- Georgia State University: Bachelor of Business Administration (1987)
- South Georgia College; Associate of Science in Business Administration (1979)

EXPERIENCE

- 1989- Present Penn. Hastings & Associates, Partner, Commercial/ Condemnation Appraiser.
Responsibilities include project manager for all acquisition projects as well appraisals of condemnation properties and commercial properties in the southern United States.
- 1988-1989 Acquisition Consultants, Chief Appraiser.
Responsibilities include appraising for various condemnation properties and commercial properties in the southern United States.
- 1986-1988 Scott Appraisal Service, Commercial Appraiser.
Responsible for appraising all types of commercial appraisals in the Atlanta area and the southern United States. Also specialized training in appraising of special purpose properties.
- 1984-1986 Certified Commercial Investments, Inc., Research & income property analyst.
Responsibilities included analyzing cash flow from commercial properties in the southeastern United States. Also responsible for researching neighborhoods in the Atlanta area for large scale buy-outs for commercial developments.

REPRESENTATIVE CLIENT LIST: LENDING INSTITUTIONS

- | | |
|-----------------------------------|-----------------------------------|
| - Wachovia Bank | -RBC Centura |
| - Bartow County Bank | -Home Bank |
| - West Georgia National Bank | -Century Bank |
| - United Community Bank; | -Community Bank of Pickens County |
| - First National Bank of Cherokee | |

REPRESENTATIVE CLIENT LIST: LITIGATION ATTORNEYS

- | | |
|---|-----------------------------------|
| - Charles Pursley | - Donald Evans |
| - Richard Hubert | - George Butler |
| - Warren Coppedge | - Walter Hotz |
| - Jenkins & Bowen | - Christian Torgrimson |
| - Jack Wilson, Webb, Tanner & Powell | - Luther Beck, Chandler & Britt |
| - James SS Howell III, | -Weiner, Yancey, Dimpsey & Diggs, |
| - Moore, Ingram Johnson & Steele | - Sams, Larkin & Huff |
| - Flint, Conolly & Walker | - Banks, Stubbs, Neville & Cunat |
| - Paul Kesmodel, Duluth | - James Ledbetter, Calhoun |
| - Michael D. McRae | - Sal Serio |
| - Michael Sumner | - John C. Whiting |
| - Tom Bowman, Maddox Nix Bowman & Zoekler | |

REPRESENTATIVE GENERAL WORK EXPERIENCE

- | | |
|---|------------------------------------|
| - Vacant Land | - Vacant Land Leases |
| - Remnant Properties | - Residential Properties |
| - Small Income Residential Properties | - Multi-family Properties |
| - Commercial Properties | - Income Producing Properties |
| - Industrial and Build to Suit Properties | - Shopping Centers |
| - Rural Properties | - Residential Subdivision Analysis |
| - Farm Properties | - Business Valuation |
| - Specialty Studies for Evaluation of Economic Obsolescence in Residential Properties | |
| - Specialty Studies for Evaluation of Economic Obsolescence in Commercial Properties | |

REPRESENTATIVE SPECIALIZED PROPERTIES EXPERIENCE

- | | |
|---|---------------------------------------|
| - C&D Landfill | - Billboards |
| - Mixed Use Developments | - Mass Appraisals for Tax Assessments |
| - Regional Hospital | - Mineral Rights |
| - Wetlands Valuation | - Adult Entertainment Establishment |
| - Motel/Hotel | - Historic Properties |
| - Historic Loft Buildings | - Elementary Schools |
| - Commercial Property in a Watershed District | - Conservation Subdivisions |
| - Greenspace Valuations | - Radio Stations |
| - Land Under A Lake | - Golf Course |
| - Log Homes | - Fire Station |
| - Car Dealership | - Manufactured Housing Plant |
| - Contaminated Properties | - Solid Waste Facility |
| - Family Farm Valuation (2032) for IRS | - Steel Plant |
| - Chicken Farms | - Churches |
| - Nudist Colonies | - Regional Malls |
| - DeKalb County Courthouse | - Parking Lots |
| - Library | - Airport |
| - Leasehold Valuations | - Leased Fee Valuations |
| - Geodetic Dome Homes | - Telecom Facility |
| - Air Rights | - Water Rights |
| - Mobile Home Parks | - R/V Park |
| - Equestrian Properties | - Skating Ring |
| - Retirement Facility | - Recording Studio |
| - Railroad Right of Way | - |

REPRESENTATIVE MUNICIPALITY WORK: APPRAISAL

TRANSPORTATION PROJECTS

Georgia Department of Transportation Projects Under Federal Guidelines (Partial Listing)

- Outer Perimeter, Gwinnett County & Forsyth County
- Riverside Parkway, Floyd County
- Georgia Highway 42, Clayton County
- Georgia Highway 314, Fayette County
- Highway 138 Extension, Fulton County
- Georgia Highway 316, Barrow County & Oconee County
- Watkinsville By-Pass (advanced acquisitions)
- Dawsonville Highway, Hall County
- Fairburn Industrial Boulevard, Fulton County
- Thornton Road By-Pass, Douglas County
- Cedartown By-Pass, Polk County
- Macland Road, Cobb County
- Reinhardt College Parkway; Cherokee County
- State Route 124; Scenic Highway, Gwinnett County
- U.S. 80; Talbot-Muscogee Counties
- U.S. 278; DeKalb County
- State Route 20; Rockdale County
- State Route; 29; Rockdale County
- Pumpkinvine Creek Bridge; Bartow County
- State Route 120; Gwinnett County

Virginia Department of Transportation Projects Under Federal Guidelines:

- Virginia Beach Boulevard, Virginia Beach
- Haycock Road, Fairfax County

Airport Projects Per Federal (Funding) Guidelines:

- Aerial Easements of Commercial Property Inside Flight Impacted Areas in the vicinity of Atlanta-Hartsfield Airport
- Residential appraisals for Expansion of DeKalb Peachtree Airport
- Aviation Easements, Hartsfield-Atlanta Airport
- Relocation Appeals Program, Hartsfield-Atlanta Airport

Department of Housing and Urban Development Grant Projects

- Thompson Street, Alpharetta, Fulton County
- Scottdale Mill Road, Dekalb County
- Canton Street, Cherokee County

Local Government Transportation Projects (Partial Listing)

- Presidential Parkway, City of Atlanta
- Roxboro Road, Dekalb County & Fulton County
- Skidaway Road, Savannah, Chatham County
- Jones Shaw Road, Cobb County
- Lawrenceville-Suwannee Road, Phases I & II, Gwinnett County
- Sandy Plains Road, Cobb County
- Johnson Ferry Road Phase I & Phase III, Cobb County
- Holly Springs Road, Cobb County
- Gordon Road, Floyd County
- Blackburn Road Extension, Cobb County
- Chastain Road; Cobb County
- Milford Church Road; Cobb County

NON-TRANSPORTATION PROJECTS

Utility Projects (Client List)

- Oglethorpe Power Corporation
- Georgia Power Company
- Cobb Electrical Municipal Corporation
- Municipal Electric Association of Georgia (MEAG)
- Atlanta Gas Light Company
- Southern Bell

Reservoir Appraisals

- Bear Creek Reservoir, Newton County
- Yellow Creek Reservoir, Cherokee County

Municipal Appraisals

- East Point Development Authority, Fulton County; downtown redevelopment
- State Properties Commission; Improved Property; Georgia Dome Stadium, Atlanta.
- Paulding County Board of Education; Land for new school complex
- Spalding County Board of Education: East Griffin Elementary School
- Spalding County Board of Education: Third Ward Elementary School
- Spalding County Board of Education: Fourth Ward Elementary School
- Solid Waste Management Authority of Crisp County; Solid Waste Processing Facility, Crisp County
- Solid Waste Management Authority of Crisp County; Transfer Station, Coffee County
- Solid Waste Management Authority of Crisp County; Transfer Station, Houston County
- Solid Waste Management Authority of Crisp County; Transfer Station, Sumter County
- Solid Waste Management Authority of Crisp County; Transfer Station, Terrell County
- Waste Management; Landfill, Doraville, Georgia
- Cobb County Water Authority; Land for Expansion; R.L. Sutton Treatment Facility

Water & Sewer Authorities (Client List)

- Gwinnett County
- Paulding County
- City of Atlanta
- City of Buford
- Rockdale County
- Cobb County
- Fulton County
- City of Roswell

Impact Studies for Court Testimony (Partial Listing)

- Study on the Proximity of Interstate Highways to Residential Property; Georgia Highway 400 extension, Fulton County and City of Atlanta.
- Study on the Impact to Residential Property Values from Increased Road Proximity
- Study on the Impact to Residential Property Values from the Elimination of a Wooded Buffer
- Study on the Impact to Residential Property Values from Increased Slopes
- Study on the Impact to Commercial Property Values from Increased Slopes and Installation of Guardrails.
- Study on the Impact to Residential Property Values from Floodplain
- Study of the Impact to Residential Property Values from Loss of Access
- Study of the Impact to Commercial Property Values from Loss of Access
- Various Parking Studies to Show Loss of Value to Commercial Properties from Loss of Parking
- Study of the Impact to Residential Property Values from Proximity to a Sewage Treatment Plant
- Study of the Impact to Residential Property Values from Particulate Contamination
- Study of the Impact to Residential Property Values from Proximity to Large Manufacturing Facilities
- Study of the Impact to Residential Property Values from Proximity to an Airport

APPRAISAL/TESTIMONY EXPERIENCE/REFERENCES
(Partial Listing)
Bruce R. Penn

Initial Training: James S.S. Howell III (deceased)
Dana Jackel, Cobb County
Fred Bently Sr. & Jr./Cobb County

Regional Court Work Experience (For Municipalities):

Dalton: Warren Coppedge; private case against developer
Pickens County: Wills Picket for Pickens County & City of Jasper
Cherokee County: Jonathan Pope, for Georgia Power
Mark Mahler, County Attorney for Cherokee DOT
Bartow County: Boyd Petit, County Attorney, for Georgia Power
Rick Wells, for Georgia Power
Paulding County: Mason Roundtree (against Paulding County/Reservoir)
Fayette County: Tom Camp for Georgia Power
Jack Parks for Georgia DOT
Clayton County: Steve Fincher for Clayton Water Authority
Fulton County: Numerous Attorneys, for Fulton County Land Department
Robert Diggs, for Georgia DOT & against Hartsfield Airport
Barrell Weiner, for Georgia DOT
Anne Sapp, against Georgia DOT
Cobb County: Linda Brunt (retired); County Attorney/DOT
Dana Jackel for Cobb DOT
John Moore; against Cobb DOT
Kevin Moore; against Cobb DOT
Parks Huff; zoning cases and against Cobb DOT
Garvis Sams Jr.; zoning cases and against Cobb DOT
Rockdale County: Tom Bowman, County Attorney for Tax Assessor, State DOT,
Rockdale Water Authority
Newton County: William Thomas Craig for Bear Creek Reservoir
Scott Cole for Bear Creek Reservoir

Benchmark Cases: Swanson v. DOT
Ga. Power v. Mosteller Mill
DOT v. Bowles
City of Marietta v. Sumerour
Duron Davis v. Toyo Tire

COMMUNITY DEVELOPMENT EXPERIENCE

- Chairperson of Community Council, District 1, DeKalb County.
Community Council is an approval board with board members appointed by County Commissioner of that District. Board members are representative of the communities of that Commission District and charged with representing the interests of the community and oversight of community goals in the zoning and land use and development process. Community Council is the 1st in the zoning approval process.
- Member, Downtown Development Authority of the City of Tucker
- Member, Transportation Committee; Tucker Northlake Community Improvement District (Tucker Northlake CID)
- Member (former chairperson) of the Proactive Planning, Land Use and Zoning Committee of the Tucker Civic Association.
- Served as member of the Mainstreet Tucker Alliance in the LCI approval process and ARC grants for redevelopment of downtown Tucker.
- Testified as a value witness in zoning and land use matters in DeKalb County, Cobb County, Cherokee County, Gilmer County and Pickens County.

DeKalb County Police - Juliette Rd. Corridor Crime Report



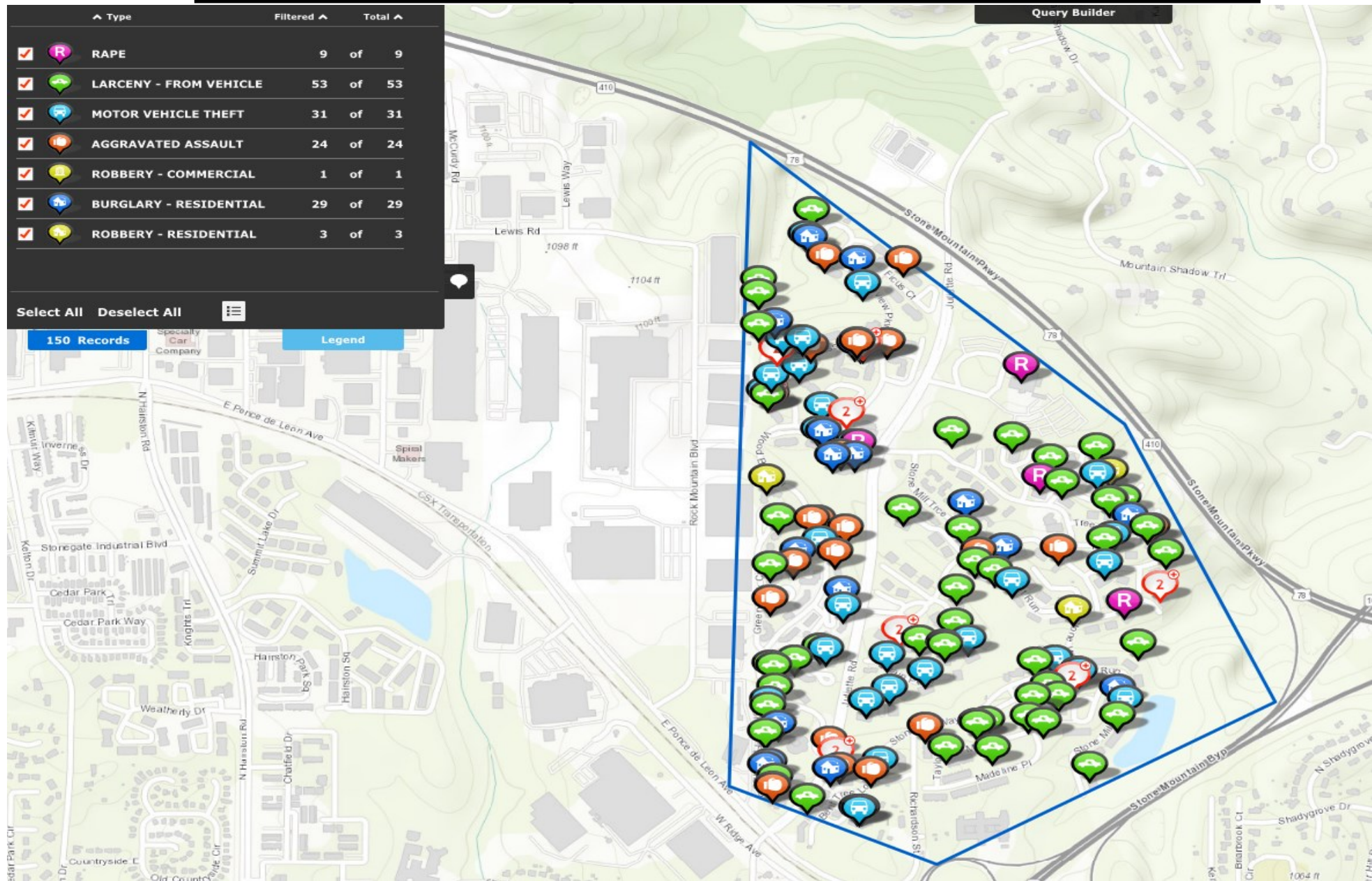
11/01/2020 Through 11/01/2021

Part 1 Crime Summary for 11/01/20 to 11/01/21

Selected Crimes	10-03 to 10-16			
Homicide	0			
Aggravated Assault	24			
Robbery – Pedestrian	0			
Robbery – Business	1			
Robbery – Residential	3			
Rape or Attempt	9			
Burglary Residential	29			
Burglary – Business	0			
Auto Theft	31			
Entering Autos	53			

Part 1 Crimes Map for 11/01/2020 to 11/01/2021

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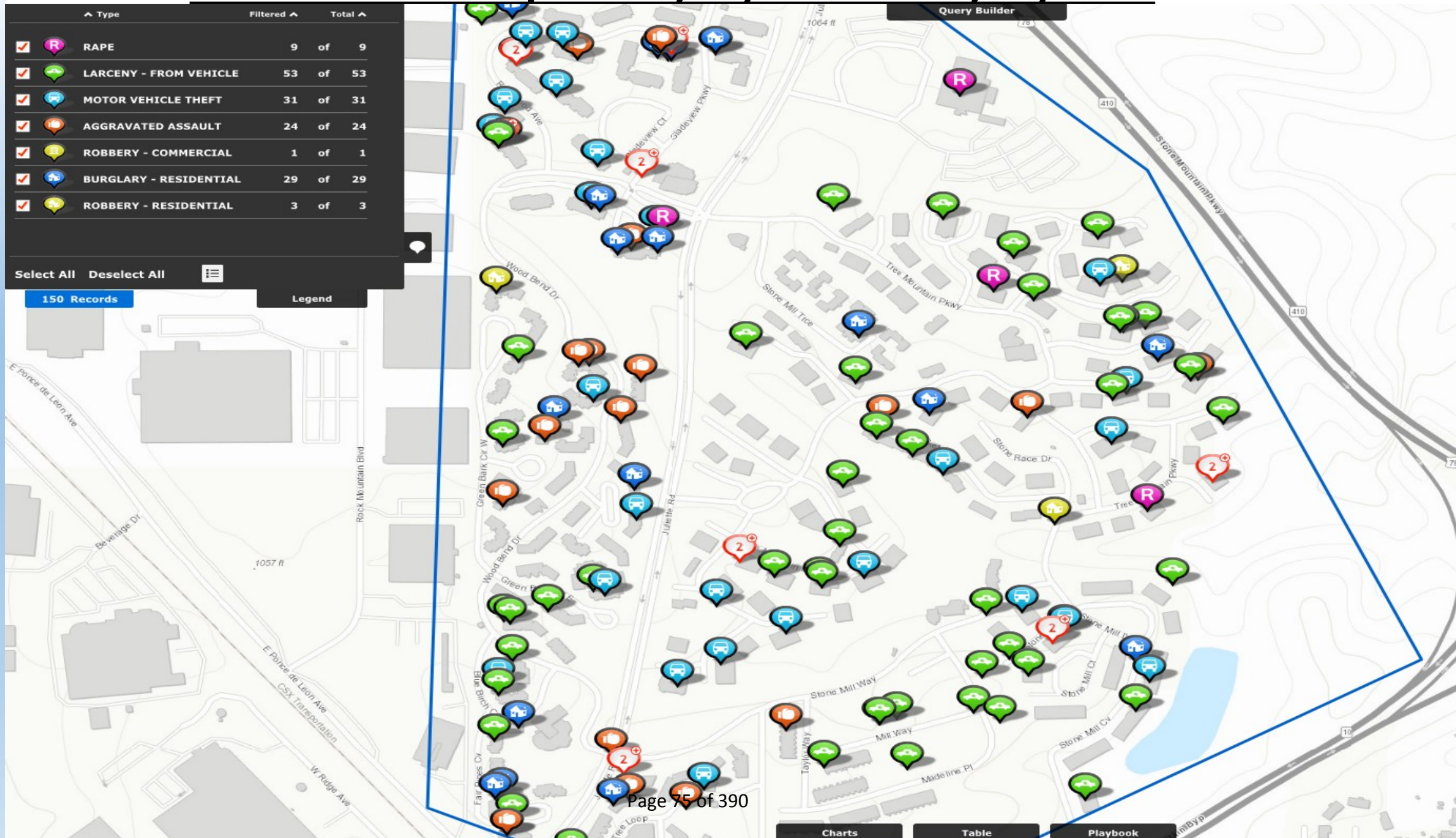
Part 1 Crimes Map for 11/01/2020 to 11/01/2021

↑ Type Filtered ↑ Total ↑

<input checked="" type="checkbox"/>		RAPE	9	of	9
<input checked="" type="checkbox"/>		LARCENY - FROM VEHICLE	53	of	53
<input checked="" type="checkbox"/>		MOTOR VEHICLE THEFT	31	of	31
<input checked="" type="checkbox"/>		AGGRAVATED ASSAULT	24	of	24
<input checked="" type="checkbox"/>		ROBBERY - COMMERCIAL	1	of	1
<input checked="" type="checkbox"/>		BURGLARY - RESIDENTIAL	29	of	29
<input checked="" type="checkbox"/>		ROBBERY - RESIDENTIAL	3	of	3

Select All Deselect All Legend

150 Records



Part 1 City Crime Summary Year 2019 to 2020 & 2020 to 2021

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Selected Crimes	11/2019 - 11/2020	11/2020 - 11/2021	Difference	% Change
Homicide	1	0	-1	-100%
Aggravated Assault	11	24	13	118%
Robbery – Pedestrian	1	0	-1	-100%
Robbery – Business	0	1	1	100%
Robbery – Residential	2	3	1	50%
Rape or Attempt	4	9	5	125%
Burglary Residential	16	29	13	81%
Burglary – Business	0	0	0	0%
Auto Theft	20	31	11	55%
Entering Autos	19	53	34	179%
Violent Crime:	95%	Property Crime:		105%

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF 1220 RICHARDSON STREET IN LAND LOT 125 OF THE 18th DISTRICT FROM M TO RSM (RZ-21-0007).

WHEREAS: Notice to the public regarding said rezoning 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 March 14, 2022 and April 11, 2022;

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

WHEREAS: The Mayor and City Council has reviewed the rezoning request based on the criteria found in Section 46-1560 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 April 11, 2022 hereby ordains and approves Rezoning 21-0007 with no conditions.

So effective this 11th day of April 2022.

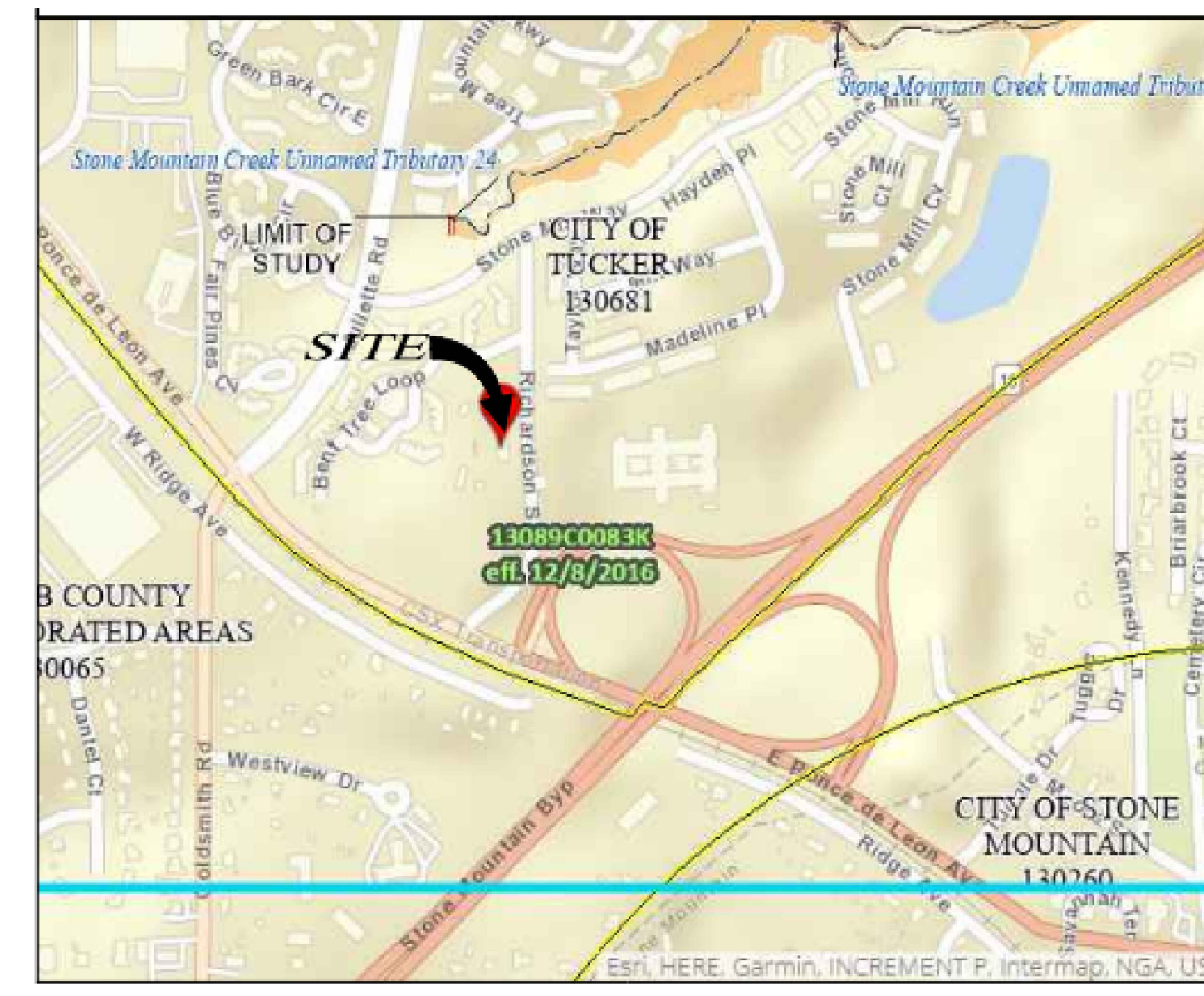
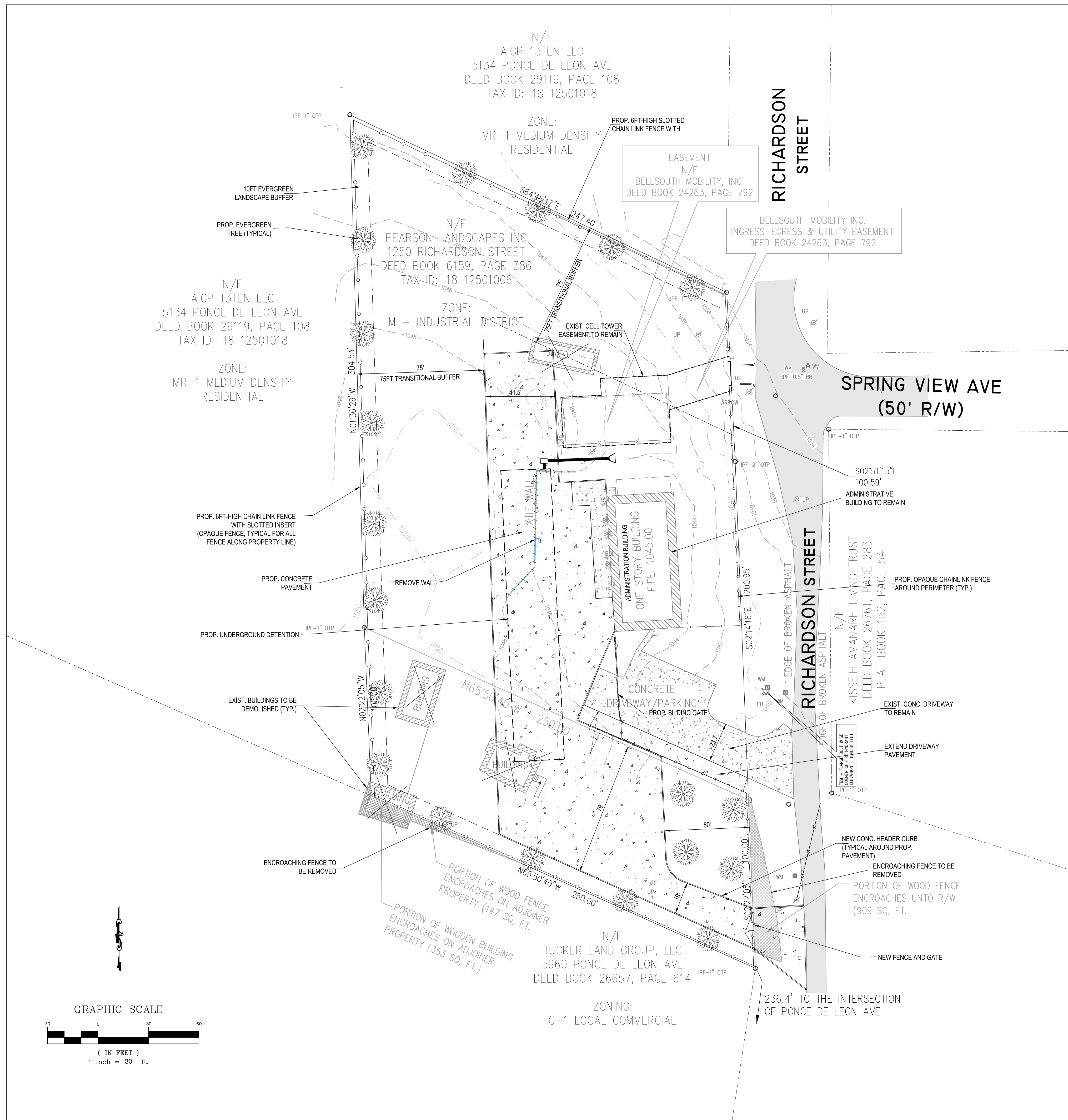
Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL

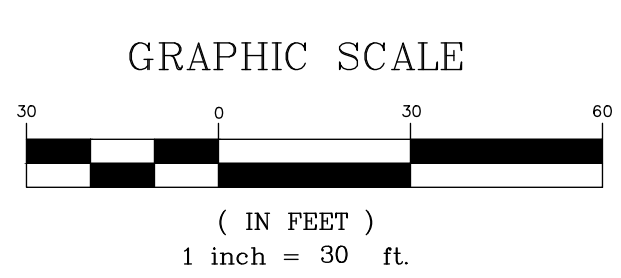


SITE LOCATION MAP
SCALE: N.T.S.

PROJECT INFORMATION
 SITE LOCATION: 1220 & 1250 RICHARDSON STREET, TUCKER, GA
 PARCEL ID: 18 125 01 005 & 18 125 01 106
 LAND LOT: 125
 DISTRICT: 18
 ZONING: M
 SITE AREA: 2.06AC
 DISTURBED AREA: 0.77AC
 IMPERVIOUS AREAS:
 EXIST. BUILDINGS: 3,228SF
 EXIST. WALKWAYS: 872SF
 EXIST. DRIVEWAY: 3,365SF
 PROP. PAVEMENT: 19,428SF
 PROP. DRIVEWAY: 1,114SF
 TOTAL IMPERVIOUS: 28,007SF (0.64AC)
 LOT COVERAGE: 0.64/2.06 = 31%

PROJECT DESCRIPTION
 THE PROJECT WILL OCCUPY TWO ADJACENT LOTS, WITH A COMBINED AREA OF 2.06 ACRES. THE SITE IS CURRENTLY DEVELOPED WITH A MAIN ADMINISTRATIVE BUILDING, SEVERAL AUXILIARY BUILDINGS, CONCRETE DRIVEWAY AND GRAVEL PAVEMENT. THE SITE IS CURRENTLY BEING USED FOR CONSTRUCTION VEHICLE PARKING.

THE PROPOSED CONSTRUCTION WORK WILL INCLUDE:
 (1) REMOVE ALL EXISTING WOODEN AND CHAIN LINK FENCES
 (2) REMOVE THE AUXILIARY BUILDINGS
 (3) INSTALL NEW CHAINLINK FENCE WITH SLOTTED INSERTS ALONG THE PERIMETER OF THE PROPERTY
 (4) INSTALL NEW PAVEMENT AND A NEW DRIVEWAY
 (5) INSTALL STORMWATER MANAGEMENT FACILITY, STORM INLETS AND PIPES
 (6) LANDSCAPING, INCLUDING PLANTING WITHIN REQUIRED TRANSITIONAL BUFFERS.



DATE: 3/30/2022	SCALE: AS SHOWN	DESIGNED BY: SMC	APPROVED BY: SMC
SHEET	DRAWN BY: CK	CHECKED BY:	
OF SHEETS			
DRAWING NO.:			

CIVITECH CONSULTING, LLC
 4221 GRANT FOREST CIRCLE
 ELLENWOOD, GA 30294
 TEL: 770-756-4699

RICHARDSON STREET CONCEPT PLAN
 1220 & 1250 RICHARDSON STREET
 TUCKER, GA, DEKALB COUNTY

CONCEPTUAL, NOT ISSUED FOR CONSTRUCTION



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: Tami Hanlin, City Manager
Date: October 5, 2022
RE: Memo for 1220 Richardson Street Rezoning

Description for on Agenda:

First read and public hearing of an Ordinance to the Mayor and City Council for a City Initiated Rezoning (RZ-21-0007) at 1220 Richardson Street.

Issue:

1220 Richardson Street has been identified for potential rezoning as it is currently zoned M (Light Industrial) and is located in the Suburban Character Area of the Comprehensive Plan. The .57-acre parcel is located on the western side of Richardson Street, off of East Ponce de Leon Avenue. It is long and narrow, relatively flat, and developed with several dilapidated buildings, gravel, and broken asphalt.

Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. The Suburban Character Area allows residential development of 4-6 units per acre, and on this parcel, up to 6 units per acre would be appropriate given its location and densities of the neighboring properties.

Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole.

Recommendation:

Recommend rezoning to RSM.

Background:

This case is one of eight rezonings that were initiated by the city in 2021. Six rezonings were approved by Mayor and City Council in December of 2021. RZ-21-0007 and RZ-21-0008 have been deferred several times. An LDP was submitted for 1220 and 1250 Richardson Street on July 20, 2022.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF 1220 RICHARDSON STREET IN LAND LOT 125 OF THE 18th DISTRICT FROM M TO RSM (RZ-21-0007).

WHEREAS: Notice to the public regarding said rezoning 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 October 10, 2022 and November 14, 2022;

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

WHEREAS: The Mayor and City Council has reviewed the rezoning request based on the criteria found in Section 46-1560 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 November 14, 2022 hereby ordains and approves Rezoning 21-0007 with no conditions.

So effective this 14th day of November 2022.

Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL



City of Tucker

Land Use Petition: RZ-21-0007

Date of Staff Recommendation Preparation: October 7, 2021

Planning Commission: October 21, 2021

Mayor and City Council, 1st Read: November 8, 2021

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

PROJECT LOCATION:	1220 Richardson Street
APPLICATION NUMBER	RZ-21-0007
DISTRICT/LANDLOT(S):	Land District 18, Land Lot 125
ACREAGE:	0.57 acres
EXISTING ZONING	M (Light Industrial)
PROPOSED ZONING	RSM (Small Lot Residential Mix)
EXISTING LAND USE	Partially Vacant; Owned by Concrete Company
FUTURE LAND USE MAP DESIGNATION:	Suburban
OVERLAY DISTRICT:	N/A
APPLICANT:	City of Tucker
OWNER:	RM Concrete Specialist, LLC
PROPOSED DEVELOPMENT:	None
STAFF RECOMMENDATION:	Approval

UPDATE

This case was deferred by Mayor and City Council at their April 11, 2022 meeting. An LDP was submitted for 1220 and 1250 Richardson Street on July 20, 2022.

Project Data and Background

The City of Tucker strives to follow the goals and policies of the Tucker Tomorrow Comprehensive Plan, which include bolstering the economic base, improving transportation connections, and preserving and improving neighborhoods. This includes enhancing zoning to preserve existing neighborhoods; guiding future development to the most appropriate places; and implementing other measures to enhance neighborhoods such as improving external and internal connections.

In the City of Tucker's Zoning Ordinance Article 7 (*Administration*), Division 3 outlines Zoning and Comprehensive Plan Amendments and Procedures. Section 46-1556 states that in addition to property owners of a subject property having the opportunity to initiate rezoning, a proposed amendment to the text of this chapter, the official zoning map, or the comprehensive plan may be introduced by the planning and zoning director. City initiated rezoning's can occur for various reasons including resolving discrepancies between zoning districts and the comprehensive plan character areas, changing conditions, or the implementation of new zoning districts.

1220 Richardson Street has been identified for potential rezoning as it is currently zoned M (Light Industrial) and is located in the Suburban Character Area of the Comprehensive Plan. The .57-acre parcel is located on the western side of Richardson Street, off of East Ponce de Leon Avenue. It is long and narrow, relatively flat, and developed with several dilapidated buildings, gravel, and broken asphalt.

Article 1 of the City of Tucker zoning ordinance outlines the relationship between the Comprehensive Plan and zoning districts. Table 1.2 Character Areas and Permitted Zoning Districts states that the following zoning districts are appropriate in the Suburban Character Area: RE, RLG, R-100, R-85, R-75, R-60, RNC, MHP, and RSM. M (light industrial) zoning is neither a permitted zoning district or an appropriate designation given the surrounding residential development in the Juliette Road/Richardson Street corridor.

The City of Tucker has been working to improve crime and resolve property issues in the Juliette Road/Richardson Street corridor, including trying to provide better access to the community along Richardson Street and ensuring development is compatible with the goals of the Comprehensive Plan. This city-initiated rezoning is one step in the process to improve the neighborhood and protect its residents by ensuring the use and zoning of the parcel is compatible with the Comprehensive Plan and the surrounding area.

Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. The Suburban Character Area allows residential development of 4-6 units per acre, and on this parcel, up to 6 units per acre would be appropriate given its location and densities of the neighboring properties.

Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole.

A moratorium (R2021-09-16) for all M (light industrial) properties in the area bounded by E. Ponce De Leon Avenue, Juliette Road, US. 78 and Georgia 10 was put into effect on September 13, 2021 so that the city could study the area and draft the proposed zoning amendments. The moratorium is in effect until December 14, 2021. A certified letter was sent to the property owner, RM Concrete Specialist, LLC, regarding the justification for, and timeline of the rezoning process. City staff has met with the owner to discuss the rezoning process and options for the property. Staff will continue to communicate with the owner of the property throughout the public hearing process.

CHARACTER AREA (Future Land Use)

The subject parcel is in the Suburban Character Area on the Future Land Use Map. Primary Land Uses in the Suburban Character Area include single-family residential, townhomes, lower density multi-family uses, and institutional uses, such as places of worship and schools. Development strategies include:

- Giving special care to managing land use transitions along the periphery of residential neighborhoods to ensure that new development does not diminish the character of existing neighborhoods.
- Enhancing the quality of residential neighborhoods by adding traffic calming improvements, sidewalks, and increased street interconnections to improve walkability within existing neighborhoods.

The Suburban Character Area aligns with the ‘Preserve and Improve Neighborhoods’ goal of the comprehensive plan.

NEARBY/SURROUNDING LAND ANALYSIS

Adjacent & Surrounding Properties	Zoning (Petition Number)	Existing Land Use
Adjacent: North	M	Former Landscaping Company
Adjacent: East	M	Undeveloped
Adjacent: South	M	Vacant land being developed with a gas station and retail building
Adjacent: West	MR-1	East Ponce Village Apartments

Rezoning (RZ-21-0007)

Criteria (standards and factors) for rezoning decisions are provided in Section 46-1560 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.

1. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.

The proposed zoning classification meets the policy and intent of the Tucker Tomorrow comprehensive plan. Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. It would also meet the goal of preserving and improving neighborhoods.

2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.

The subject property is located within a pocket of industrially zoned properties, surrounded by parcels zoned MR-1 (Medium Density Residential – 1) that are developed as multifamily and single-family attached residential uses. If 1220 Richardson Street is rezoned to RSM (Small Lot Residential Mix), it would permit similar, compatible development to that which is existing nearby. The property abuts M (light industrial) zoned properties to the north and south, however those parcels are also being proposed for rezoning as part of this city-initiated process. M (light industrial) zoning does not align with the Suburban Character Area, the adjacent zoning districts, or the surrounding residential uses.

If the property was developed under RSM (Small Lot Residential Mix), it would align with the nearby and adjacent zonings. Rezoning this parcel from M (light industrial) to RSM (Small Lot Residential Mix) would allow for the possibility of future medium-density growth, compatible with existing nearby developments.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The subject property would have a reasonable economic use under both the M (light industrial) and RSM (Small Lot Residential Mix) zoning designations. Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole. Rezoning from M (light industrial) to RSM (Small Lot Residential Mix) also provides each landowner with more developable area, as transitional buffers would no longer be required.

4. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.

The proposed zoning will not adversely affect the existing use or usability of adjacent or nearby properties. Rezoning this parcel to RSM (Small Lot Residential Mix) will help to protect the nearby residential developments from possible negative impacts of industrially zoned properties.

5. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The City of Tucker's initiative to try and improve crime and resolve property issues in the Juliette Road/Richardson Street corridor is a condition that supports approving the zoning proposal.

6. Whether the zoning proposal will adversely affect historic buildings, site, districts, or archaeological resources.

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

7. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The proposed zoning will not result in excessive or burdensome use of existing street, transportation facilities, utilizes, or schools as no development is proposed. However, the city has recently acquired the northern portion of Richardson Street, which was privately owned, and is studying potential road improvement/connection projects.

8. Whether the zoning proposal adversely impacts the environment or surrounding natural resources.

The proposed zoning request will not adversely impact the environment or surrounding natural resources. Residential uses typically have less impact than a majority of industrial uses.

CONCLUSION

Staff finds that the proposed zoning district, RSM (Small Lot Residential Mix), aligns with the surrounding zoning districts, residential uses, and the Suburban Character Area. In order to be mindful of the surrounding neighbors and maintain zoning that matches the Suburban character area, this parcel should be compatibly zoned with those around it – RSM (Small Lot Residential Mix). This ensures the surrounding residents will not be negatively impacted by an encroaching industrial development.

Therefore, Staff recommends **APPROVAL** of the requested rezoning.

Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **APPROVAL** of Land Use Petition **RZ-21-0007**.

Planning Commission Recommendation

Based upon the findings and conclusions herein, at its October 21, 2021 public hearing, the Planning Commission recommends **APPROVAL** of **RZ-21-0007**.



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Planning and Zoning Director; Kylie Thomas, Planner
CC: Tami Hanlin, City Manager
Date: April 6, 2022
RE: City rezoning RZ-21-0008 1250 Richardson Street

APRIL 6, 2022 UPDATE

Staff received an updated site plan on April 5, 2022 that covers the majority of comments staff sent previously. While the revised site plan shows general conformance (including note section) with the zoning regulations, the use of the property cannot be grandfathered until the improvements are actually constructed.

Staff has asked the applicant for information regarding his understanding of the scope of work and associated costs, as well as the timing for construction. Timing includes the time it will take for his engineer to complete the LDP plan set, the permitting time frame, and the actual construction timeframe. All of this information is not available at the time of this memo, but we've advised the applicant to be prepared to discuss these elements at the April 11, 2022 meeting.

UPDATE

This case was deferred at the December 13, 2021 City Council meeting to give the property owner and tenant of this parcel (and the abutting parcel at 1220 Richardson Street) time to come up with a plan for compliance. The owners were advised to draft a plan and submit it to staff for review. The initial plan that was submitted on January 23, 2022 yielded several comments from staff, which are outlined below. The property owner and tenant were told the plan would need to be revised and resubmitted before any work could be approved.

Cursory Comments based on January 23, 2022 Site Plan

- A 75' transitional buffer is required when an M zoned parcel abuts any residential property.
- Gravel is not a permitted paving material.
- Show required screening along all perimeter property lines.
- Show 10' wide evergreen landscape buffer around outside perimeter of the screening area on north, west, and south property lines.
- Note relocation of fence that encroaches into ROW.
- Relocate fence that encroaches onto neighboring property. Ensure finished side faces out.
- Add proposed lot coverage to site data table
- No outdoor storage permitted within 50' of the right-of-way. Reduce area and show measurement line.
- Where will property be spilt for cell tower? Is your proposed outdoor storage area within the proposed boundaries of the new cell tower parcel?
- Disturbance over 5,000 sq feet requires an LDP
- Demo permits are required for all building demolition

Staff reached out to the property owners on March 1, 2022 for an update on the revised plans. At the time of this memo, no new plans have been submitted.

The first read for RZ-21-0008 (1250 Richardson) is scheduled for March 14, 2022 and the second read is scheduled for April 11, 2022. We have advised the property owners that they should be prepared to discuss the status of the revised plans and a possible timeframe for implementation (demolition, planting, paving, etc) at the city council meeting since this information is not available at this time.

City Council has the following options at the April 11, 2022 meeting:

- If the improvements are completed by the second read on April 11, 2022, City Council could choose to withdraw the city-initiated rezoning, meaning that industrial uses (including that of RM Concrete) would be allowed to continue on the site so long as they are in compliance with the code/OTC requirements.
- If the improvements are not completed by the second read on April 11, 2022, City Council could choose to approve the city-initiated rezoning, meaning that any industrial uses (including that of RM Concrete) would not be permitted on this parcel.
- If the improvements are not completed by the second read on April 11, 2022, City Council could choose to defer the application to give more time for compliance.

Staff would note that the application for the city-initiated rezoning should not be denied as it would place a 2-year hold on the property for any future rezonings. This would be an issue should the property owner or a developer choose to rezone the property for residential uses at a later date.

Issue and Background:

The City of Tucker strives to follow the goals and policies of the Tucker Tomorrow Comprehensive Plan, which include bolstering the economic base, improving transportation connections, and preserving and improving neighborhoods. This includes enhancing zoning to preserve existing neighborhoods; guiding future development to the most appropriate places; and implementing other measures to enhance neighborhoods such as improving external and internal connections.

In the City of Tucker's Zoning Ordinance Article 7 (*Administration*), Division 3 outlines Zoning and Comprehensive Plan Amendments and Procedures. Section 46-1556 states that in addition to property owners of a subject property having the opportunity to initiate rezoning, a proposed amendment to the text of this chapter, the official zoning map, or the comprehensive plan may be introduced by the planning and zoning director. City initiated rezoning's can occur for various reasons including resolving discrepancies between zoning districts and the comprehensive plan character areas, changing conditions, or the implementation of new zoning districts.

1250 Richardson Street has been identified for potential rezoning as it currently zoned M (Light Industrial) and is located in the Suburban Character Area of the Comprehensive Plan. The property is on the western side of Richardson Street, south of its intersection with Spring View Avenue and north of its intersection with E Ponce de Leon Avenue. The subject property is a medium sized, developed parcel, with a wireless communications tower, a metal building, and concrete parking areas. The subject property is owned by and was previously used for Pearson Landscapes Inc., a landscaping company. The owners closed the business in 2020 and the site is being used for storage by the neighboring owner of 1220 Richardson Street.

Article 1 of the City of Tucker zoning ordinance outlines the relationship between the Comprehensive Plan and zoning districts. Table 1.2 Character Areas and Permitted Zoning Districts states that the following zoning districts are appropriate in the Suburban Character Area: RE, RLG, R-100, R-85, R-75, R-60, RNC, MHP, and RSM. M (light industrial) zoning is neither a permitted zoning district or an appropriate designation given the surrounding residential development in the Juliette

Road/Richardson Street corridor.

The City of Tucker has been working to improve crime and resolve property issues in the Juliette Road/Richardson Street corridor, including trying to provide better access to the community along Richardson Street and ensuring development is compatible with the goals of the Comprehensive Plan. This city-initiated rezoning is one step in the process to improve the neighborhood and protect its residents by ensuring the use and zoning of the parcel is compatible with the Comprehensive Plan and the surrounding area.

Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. The Suburban Character Area allows residential development of 4-6 units per acre, and on this parcel, up to 6 units per acre would be appropriate given its location and densities of the neighboring properties.

Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole.

Recommendation:

Staff recommends approval of RZ-21-0008

Planning Commission recommended approval of RZ-21-0008 at their Oct. 21, 2021 meeting

Summary:

Staff finds that the proposed zoning district, RSM (Small Lot Residential Mix), aligns with the surrounding zoning districts, residential uses, and the Suburban Character Area. In order to be mindful of the surrounding neighbors and maintain zoning that matches the Suburban character area, this parcel should be compatibly zoned with those around it – RSM (Small Lot Residential Mix). This ensures the surrounding residents will not be negatively impacted by an encroaching industrial development.



City of Tucker

Land Use Petition: RZ-21-0008

Date of Staff Recommendation Preparation: October 7, 2021

Planning Commission: October 21, 2021

Mayor and City Council, 1st Read: November 8, 2021

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

PROJECT LOCATION:	1250 Richardson Street
APPLICATION NUMBER	RZ-21-0008
DISTRICT/LANDLOT(S):	Land District 18, Land Lot 125
ACREAGE:	1.64 acres
EXISTING ZONING	M (Light Industrial)
PROPOSED ZONING	RSM (Small Lot Residential Mix)
EXISTING LAND USE	Former Landscaping Business
FUTURE LAND USE MAP DESIGNATION:	Suburban
OVERLAY DISTRICT:	N/A
APPLICANT:	City of Tucker
OWNER:	Pearson Landscapes, Inc.
PROPOSED DEVELOPMENT:	None
STAFF RECOMMENDATION:	Approval

Project Data and Background

The City of Tucker strives to follow the goals and policies of the Tucker Tomorrow Comprehensive Plan, which include bolstering the economic base, improving transportation connections, and preserving and improving neighborhoods. This includes enhancing zoning to preserve existing neighborhoods; guiding future development to the most appropriate places; and implementing other measures to enhance neighborhoods such as improving external and internal connections.

In the City of Tucker's Zoning Ordinance Article 7 (*Administration*), Division 3 outlines Zoning and Comprehensive Plan Amendments and Procedures. Section 46-1556 states that in addition to property owners of a subject property having the opportunity to initiate rezoning, a proposed amendment to the text of this chapter, the official zoning map, or the comprehensive plan may be introduced by the planning and zoning director. City initiated rezoning's can occur for various reasons including resolving discrepancies between zoning districts and the comprehensive plan character areas, changing conditions, or the implementation of new zoning districts.

1250 Richardson Street has been identified for potential rezoning as it currently zoned M (Light Industrial) and is located in the Suburban Character Area of the Comprehensive Plan. The property is on the western side of Richardson Street, south of its intersection with Spring View Avenue and north of its intersection with E Ponce de Leon Avenue. The subject property is a medium sized, developed parcel, with a wireless communications tower, a metal building, and concrete parking areas. The subject property is owned by and was previously used for Pearson Landscapes Inc., a landscaping company. The owners closed the business in 2020 and the site is being used for storage by the neighboring owner of 1220 Richardson Street.

Article 1 of the City of Tucker zoning ordinance outlines the relationship between the Comprehensive Plan and zoning districts. Table 1.2 Character Areas and Permitted Zoning Districts states that the following zoning districts are appropriate in the Suburban Character Area: RE, RLG, R-100, R-85, R-75, R-60, RNC, MHP, and RSM. M (light industrial) zoning is neither a permitted zoning district or an appropriate designation given the surrounding residential development in the Juliette Road/Richardson Street corridor.

The City of Tucker has been working to improve crime and resolve property issues in the Juliette Road/Richardson Street corridor, including trying to provide better access to the community along Richardson Street and ensuring development is compatible with the goals of the Comprehensive Plan. This city-initiated rezoning is one step in the process to improve the neighborhood and protect its residents by ensuring the use and zoning of the parcel is compatible with the Comprehensive Plan and the surrounding area.

Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. The Suburban Character Area allows residential development of 4-6 units per acre, and on this parcel, up to 6 units per acre would be appropriate given its location and densities of the neighboring properties.

Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole.

A moratorium (R2021-09-16) for all M (light industrial) properties in the area bounded by E. Ponce De Leon Avenue, Juliette Road, US. 78 and Georgia 10 was put into effect on September 13, 2021 so that the city could study the area and draft the proposed zoning amendments. The moratorium is in effect until December 14, 2021. A certified letter was sent to the property owner, Pearson Landscapes, LLC, regarding the justification for, and timeline of the rezoning process. City staff has met with the owners to discuss the rezoning process and options for the property. Staff will continue to communicate with the owners of the property throughout the public hearing process.

CHARACTER AREA (Future Land Use)

The subject parcel is in the Suburban Character Area on the Future Land Use Map. Primary Land Uses in the Suburban Character Area include single-family residential, townhomes, lower density multi-family uses, and institutional uses, such as places of worship and schools. Development strategies include:

- Giving special care to managing land use transitions along the periphery of residential neighborhoods to ensure that new development does not diminish the character of existing neighborhoods.
- Enhancing the quality of residential neighborhoods by adding traffic calming improvements, sidewalks, and increased street interconnections to improve walkability within existing neighborhoods.

The Suburban Character Area aligns with the ‘Preserve and Improve Neighborhoods’ goal of the comprehensive plan.

NEARBY/SURROUNDING LAND ANALYSIS

Adjacent & Surrounding Properties	Zoning (Petition Number)	Existing Land Use
Adjacent: North	MR-1	East Ponce Village Apartments
Adjacent: East	M	Undeveloped
Adjacent: South	M	Undeveloped
Adjacent: West	MR-1	East Ponce Village Apartments

Rezoning (RZ-21-0008)

Criteria (standards and factors) for rezoning decisions are provided in Section 46-1560 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.

1. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.

The proposed zoning classification meets the policy and intent of the Tucker Tomorrow comprehensive plan. Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. It would also meet the goal of preserving and improving neighborhoods.

2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.

The subject property is located within a pocket of industrially zoned properties, surrounded by parcels zoned MR-1 (Medium Density Residential – 1) that are developed as multifamily and single-family attached residential uses. If 1250 Richardson Street is rezoned to RSM (Small Lot Residential Mix), it would permit similar, compatible development to that which is existing nearby. The property abuts M (light industrial) zoned properties to the south and east, however those parcels are also being proposed for rezoning as part of this city-initiated process. M (light industrial) zoning does not align with the Suburban Character Area, the adjacent zoning districts, or the surrounding residential uses.

If the property was developed under RSM (Small Lot Residential Mix), it would align with the nearby and adjacent zonings. Rezoning this parcel from M (light industrial) to RSM (Small Lot Residential Mix) would allow for the possibility of future medium-density growth, compatible with existing nearby developments.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The subject property would have a reasonable economic use under both the M (light industrial) and RSM (Small Lot Residential Mix) zoning designations. Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole. Rezoning from M (light industrial) to RSM (Small Lot Residential Mix) also provides each landowner with more developable area, as transitional buffers would no longer be required.

4. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.

The proposed zoning will not adversely affect the existing use or usability of adjacent or nearby properties. Rezoning this parcel to RSM (Small Lot Residential Mix) will help to protect the nearby residential developments from possible negative impacts of industrially zoned properties.

5. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The City of Tucker's initiative to try and improve crime and resolve property issues in the Juliette Road/Richardson Street corridor is a condition that supports approving the zoning proposal.

6. Whether the zoning proposal will adversely affect historic buildings, site, districts, or archaeological resources.

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

7. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The proposed zoning will not result in excessive or burdensome use of existing street, transportation facilities, utilizes, or schools as no development is proposed. However, the city has recently acquired the northern portion of Richardson Street, which was privately owned, and is studying potential road improvement/connection projects.

8. Whether the zoning proposal adversely impacts the environment or surrounding natural resources.

The proposed zoning request will not adversely impact the environment or surrounding natural resources. Residential uses typically have less impact than a majority of industrial uses.

CONCLUSION

Staff finds that the proposed zoning district, RSM (Small Lot Residential Mix), aligns with the surrounding zoning districts, residential uses, and the Suburban Character Area. In order to be mindful of the surrounding neighbors and maintain zoning that matches the Suburban character area, this parcel should be compatibly zoned with those around it – RSM (Small Lot Residential Mix). This ensures the surrounding residents will not be negatively impacted by an encroaching industrial development.

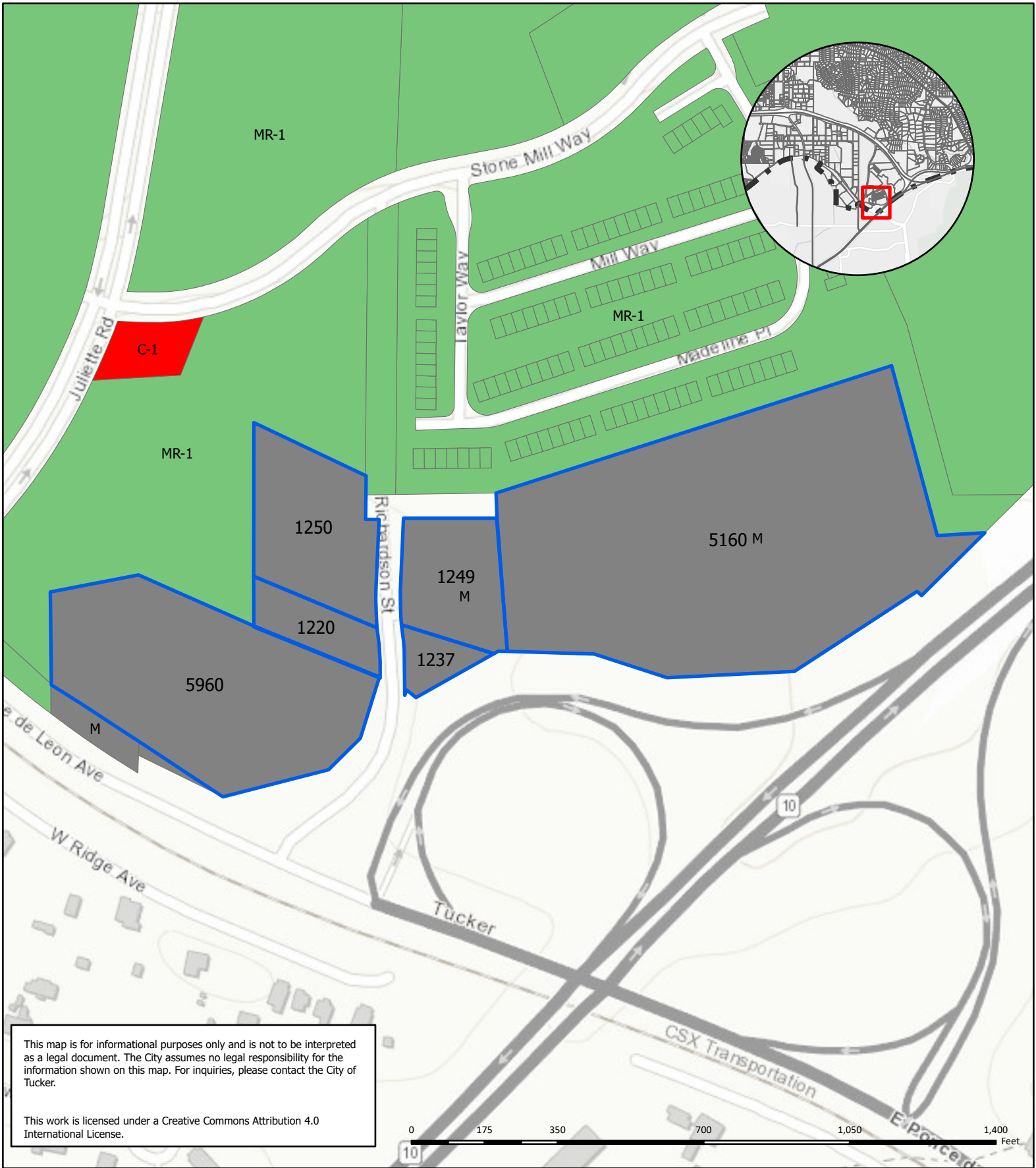
Therefore, Staff recommends **APPROVAL** of the requested rezoning.

Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **APPROVAL** of Land Use Petition **RZ-21-0008**.

Planning Commission Recommendation

Based upon the findings and conclusions herein, at its October 21, 2021 public hearing, the Planning Commission recommends **APPROVAL** of **RZ-21-0008**.



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.

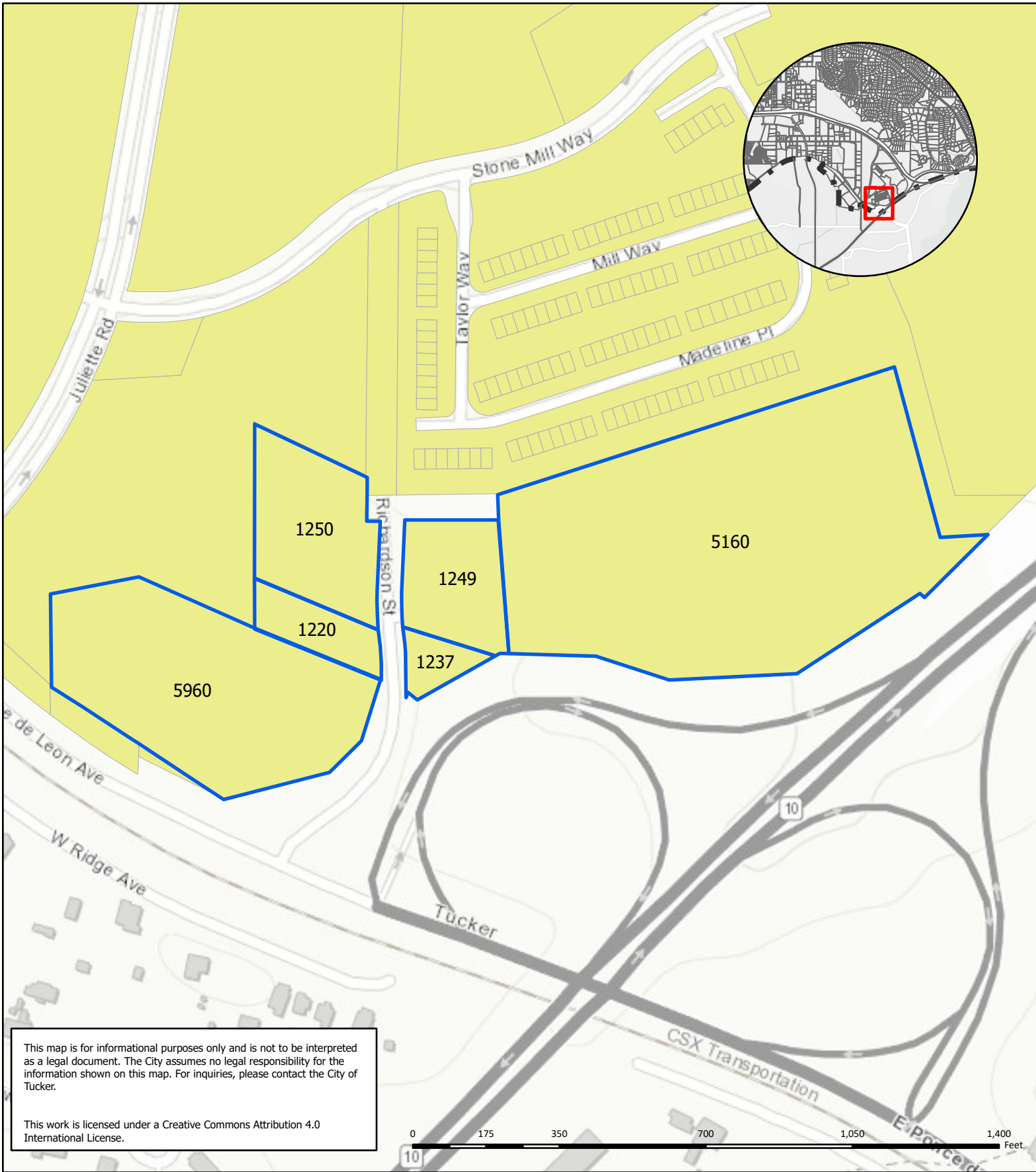
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5960 E Ponce De Leon Avenue
 1220 Richardson Street
 1250 Richardson Street
 1237 Richardson Street
 1249 Richardson Street
 5160 Spring View Avenue

- MR-1 (Medium Density Residential-1)
- C-1 (Local Commercial)
- M (Light Industrial)





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5960 E Ponce De Leon Avenue
 1220 Richardson Street
 1250 Richardson Street
 1237 Richardson Street
 1249 Richardson Street
 5160 Spring View Avenue

 Suburban



Aug 20, 2021 at 9:23:36 AM
1237 Richardson St
Stone Mountain GA 30083
United States



Aug 20, 2021 at 9:23:54 AM
1250 Richardson St
Stone Mountain GA 30083
United States



Penn, Hastings & Associates
Real Estate Appraisers and Consultants

4228 First Avenue; Suite 7
Tucker, GA 30084

404-547-8842
770-939-6781 fax

September 23, 2021

Mr. Brandon L. Bowen
Jenkins, Bowen & Walker, PC.
15 South Public Square
Cartersville, Georgia 30120

RECEIVED
CITY OF TUCKER

10/27/2021
10/28/2021

PLANNING & ZONING
DEPARTMENT

Re: Feasibility Analysis of City of Tucker Zoning Case RZ-21-0008
1250 Richardson Street, Stone Mountain, Georgia
DeKalb County Tax Parcel No. 18-125-01-006
Land Lot 125, 18th Land District, City of Tucker, DeKalb County

Dear Mr. Bowen;

As you requested, I have inspected the above referenced property and evaluated any economic impact resulting from the proposed change in zoning by the City of Tucker of the subject property. I have estimated a reasonable range of market value of the unencumbered fee simple interest in the subject property as currently zoned as well as a reasonable range of value of the subject considering the change in zoning by the City of Tucker. The comparison of these values will represent any increase or decrease, if any, to the value of these property as a result of the proposed change in zoning. The difference will indicate any economic impacts to the subject by the change in zoning contemplated by the City of Tucker.

Intended Client(s) and User(s) This analysis is intended for use only by the client, Mr. Brandon L. Bowen of Jenkins, Bowen & Walker, PC., his representatives and assignees, representing the City of Tucker. Use of this analysis by others is not intended by the appraiser.

Intended Use of the Analysis This appraisal report is intended only for use by the client, Mr. Brandon L. Bowen of Jenkins, Bowen & Walker, PC., representing the City of Tucker in anticipation of a potential rezoning of the subject properties. This analysis is not intended for any other use.

The term "**market value**", as utilized within this report, is defined by the Office of the Comptroller of the Currency, 12CFR, part 34 and utilized in accordance with Federal and State law as the most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and both are acting in what they consider to be their own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in United States Dollars or in financial arrangements comparable hereto.
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The basis of this analysis is the highest and best use of the property as currently zoned and as proposed. Highest and Best Use is defined as “The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.” Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. A streamlined definition was developed more recently for the Appraisal Institute course General Appraiser Market Analysis and Highest & Best Use, reducing the ambiguous language while eliminating direct reference to the four traditional tests of highest and best use: highest and best use “The reasonably probable use that produces the most benefits and highest land value at any given time.”¹

General Location and Description of the Subject Property The property that is the subject of this analysis is described as a 1.67 acre tract of land (per tax records) located on the west side of Richardson Street at its termination. The subject is a rectangular tract of land with an estimated 300 feet along the Richardson Street Right of Way. The property is level at road grade, then slopes upward for the improvements on the property.

The property is improved with a one story building of prefabricated metal construction containing 5,008 square feet of building area constructed in 1989. Building is an office warehouse design with approximately 3,200 square feet of office and 1,808 square feet of unfinished building area. The rear of the property is fenced in and used for storage of vehicles and large equipment. Presently, the subject is being leased for \$2,500 per month to RM Concrete Specialists.

Zoning The subject is currently zoned M; Light Industrial Use by the City of Tucker. The subject is a legal non-conforming use in the M: Light Industrial zoning category due to the location of the improvements being in the required undisturbed buffer area required by the City of Tucker. Any

¹The Appraisal of Real Estate. -- Fourteenth edition; 2013; page 333.

modifications, updates or upgrades to the property would require the owner to bring the property into compliance with the requirements of the Light Industrial Zoning District of the City of Tucker.

Proposed Zoning The City of Tucker is contemplating zoning the subject property to RSM; Small Lot Residential Mix. This zoning category allows for development of up to 6 single family units per acre. The subject will continue to be a legal non-conforming use if rezoned.

Predominate Values of Industrial Land The following chart demonstrates the relative values of industrial zoned land in the Tucker Summit Industrial Area. The chart provides the most recent sales of industrial land in the area.

<i>No. & Location</i>	<i>Sale Date</i>	<i>Size</i>	<i>Sale Price</i>	<i>Price/Acre</i>
1. 1731 Mountain Industrial Blvd	10/2020	0.95 acre	\$100,000	\$105,263
2. 4561 Greer Circle	11/2017	14.42 acres	\$1,200,000	\$83,218
3. 2460 Mountain Industrial Blvd	12/2015	6.96 acres	\$730,695	\$104,985

The Tucker Summit Industrial area is almost completely built out with very little land available for purchase or development. The sales selected represent the most recent sales of industrial oriented land in the subject’s area. Based on these sales, the value of the industrial land in the Tucker Summit Industrial area ranges from \$85,000 per acre to \$106,000 per acre. This would provide a range of value for the subject’s 1.67 acres of \$142,000 (\$141,950 rounded) to \$177,000 (\$177,020 rounded).

Value of Low Density Multi-family or Single Family Residential Land The following chart demonstrates the relative values of multi-family or higher density single family detached residential sales in the City of Tucker.

<i>No. & Location</i>	<i>Sale Date</i>	<i>Size</i>	<i>Sale Price</i>	<i>Price/Unit</i>
1. Behind Rehoboth Baptist Church	5/2019	12.187ac	\$2,579,800	\$34,397
2. 1409 Ashbrooke Trace	2/2019	22.49 acres	\$2,895,755	\$36,168*
3 Midvale @ LaVista Roads	10/2020	22.49 acres	\$4,261,705	\$67,650

* represents unit value of the attached residential portion

These sales demonstrate a relative value of around \$35,000 to \$60,000 per unit. The subject could accommodate 10 residential structures, resulting in a likely land value of \$350,000 to \$600,000.

Value of the Subject as Improved In estimating the value of improved real estate, three (3) Approaches to Value are typically used. These Approaches are the Depreciated Replacement Cost Approach, the Income Approach and the Market Data/Direct Sales Comparison Approach. The three (3) approaches provide indications of value which are reconciled by the appraiser to a final value estimate according to the relative reliability.

In this analysis, the Market Approach and Income Approach will be used.

Income Approach This procedure converts dollar income to be derived from the ownership of property into a value estimate. Anticipated future income is discounted to a present worth figure through the capitalization process. The gross income, occupancy rate, operating expenses, and overall rate, is derived from a study of properties in the immediate area of the subject or properties that are similar to the subject investment characteristics. This data is then analyzed and adjusted to the subject property to render an indication of value based on this study and analysis.

For purposes of this analysis, the appraiser utilized the actual lease income and property taxes for the subject property. The expenses are based on similar properties in the market area of the subject. The capitalization rate or Overall Rate (OAR) was obtained from Realty Rates, a national data base for real estate financial information. The valuation of the subject by the Income Approach is as follows:

Income \$2,500 per month X 12 months	\$30,000
Less Expenses	<u>-\$8,400</u>
Property taxes of \$3,200	
Property insurance of \$3,000	
Repairs of \$950	
Reserves of \$1,250	
Net Operating Income	\$21,600
\$21,600 (NOI) ÷ 8.4% =	\$257,143
Rounded	\$257,500

Market Data/Direct Sales Comparison Approach An analysis was made of recent sales of similar properties in the area of the subject. Adjustments were made to each sale for the dissimilarities between the sales and the subject. The adjusted sales price of each property was then correlated to arrive at an indication of market value for the subject property. The following sales were considered for the retail building on the subject property:

<i>Comparable Improved Sales</i>			
<i>Location</i>	<i>Size (sq ft.)</i>	<i>Sale Date</i>	<i>Sale Price/Sq Ft Bldg Area</i>
2030 Tucker Industrial Rd	8,845 sf	12/2019	\$66.70
2058 Kilman Drive	23,314 sf	4/2021	\$60.00
2527 Commerce Place	57,512 sf	1/2019	\$57.96

The subject would fall in the upper range of value established by the comparable sales due to its smaller size and the economies of scale associated with properties like the subject. Based on these sales, the value of the subject property would be around \$70 per square foot of building area. Therefore, the value of the subject based on the market sales of similar properties is calculated as follows:

$$5,008 \text{ sf of building area} \times \$70 \text{ per sf of bldg area} = \$350,560$$

Conclusions The change in zoning will not alter the subject's status of legal non-conformance under the Tucker Development Code. The current value of the subject is between \$257,500 to \$350,560. The value of the subject under its proposed zoning category is \$350,000 to \$600,000.

Based on this analysis, the change in zoning contemplated by the City of Tucker will not have any economic detriment to the subject property.

I hope this information is satisfactory and serves your purposes. This appraisal business is certainly appreciated and I trust that if you have any questions, or if I can be of any additional help to you on this project, please don't hesitate to contact me.

Sincerely,



Bruce R. Penn
Ga. Certified Appraiser No. 228

EXHIBITS & ADDENDA

APPENDIX A: SUBJECT PROPERTY

Subject Photographs

Subject Location Map

Subject Tax Plat Map

Flood Plain Map

Zoning Map

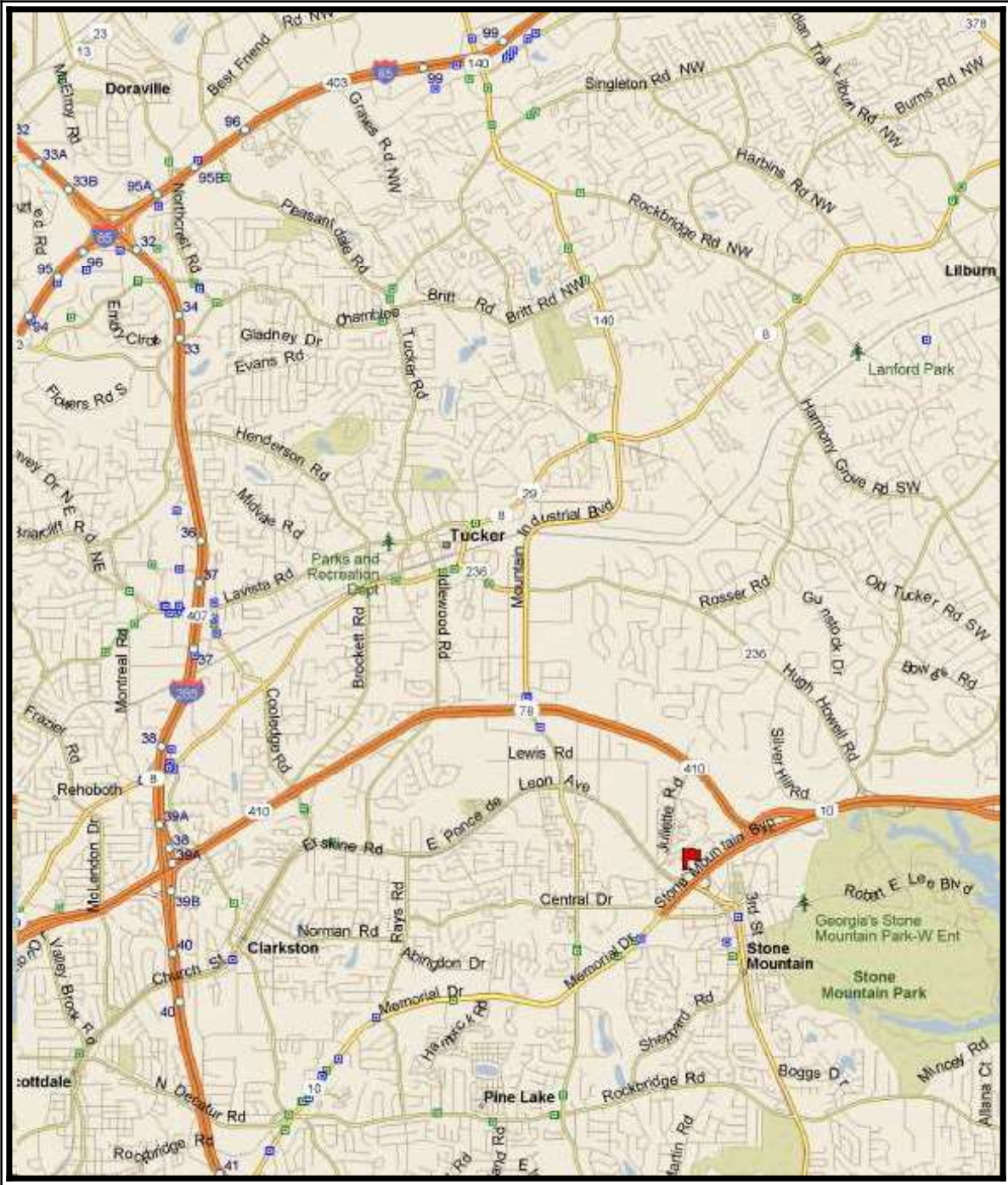
Zoning Excerpts from City of Tucker

Most Recent Transfer Documents

SUBJECT PHOTOGRAPHS



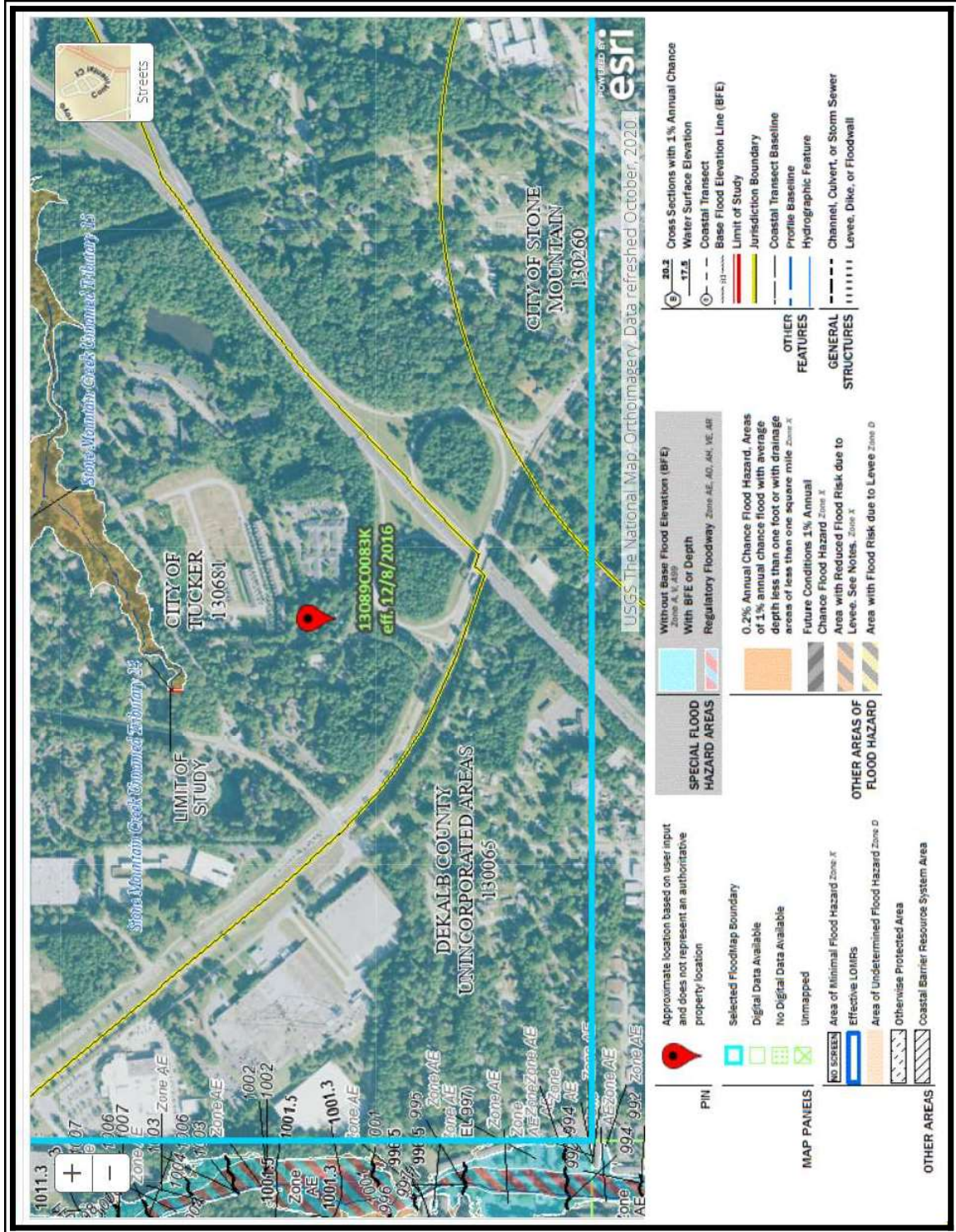
SUBJECT LOCATION MAP



AERIAL TAX PLAT MAP



FLOOD PLAIN MAP



ZONING MAP



DIVISION 31. - M (LIGHT INDUSTRIAL) DISTRICT

Sec. 46-896. - Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the M (Light Industrial) District is as follows:

- (1) To provide areas for the establishment of businesses engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment and the sale and distribution of such goods, merchandise or equipment in locations so designated in the comprehensive plan;
- (2) To provide an environment for light industrial uses that produces no appreciable impact on adjacent properties and preserve the appeal and appearance of residential and commercial areas;
- (3) To ensure that all establishments located within the M (Light Industrial) District operate in compliance with the noise standards contained in this chapter and that any negative noise impact resulting from the use of land within the M (Light Industrial) District is contained within the boundaries of said district and does not create noise problems for adjoining residential, office or commercial districts;
- (4) To provide an area within the city for recycling and green businesses to locate;
- (5) To generate employment opportunities and economic development;
- (6) To ensure that M (Light Industrial) Districts are so located that transportation access to thoroughfares and freeways is available;
- (7) To allow for the conversion of industrial buildings which are 50 years of age or older to multifamily dwellings so as to promote living and working space as well as historic preservation;
- (8) To implement the future development map of the county's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.31.1), 7-11-2016)

Sec. 46-897. - Permitted and special land uses.

Permitted uses and uses requiring special land use permits shall be as provided in table 4.1. In cases where a use is permitted but there are supplemental use regulations for that use specified in article IV of this chapter, such regulations shall also apply and must be complied with.

(Ord. No. 2016-06-07, att. (2.31.2), 7-11-2016)

Sec. 46-898. - Dimensional requirements.

Dimensional requirements for the M (Light Industrial) District shall be as provided in table 2.24, nonresidential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.31.3), 7-11-2016)

Sec. 46-899. - Site and building design standards.

Site and building design standards and regulations to be applied in this zoning district shall be as provided in article V of this chapter.

(Ord. No. 2016-06-07, att. (2.31.4), 7-11-2016)

Sec. 46-900. - Multifamily use provisions for industrial conversion.

The conversion of industrial buildings to residential use shall be permitted by a special land use permit. The following shall be considered:

- (1) Whether the building is located on the interior or periphery of an established industrial park or area;
- (2) Whether the building or area should no longer be used for industrial uses;
- (3) Adequate parking is provided in accordance with article VI of this chapter, for multifamily or live-work.

(Ord. No. 2016-06-07, att. (2.31.5), 7-11-2016)

Secs. 46-901—46-918. - Reserved.

Sec. 46-702. Dimensional requirements.

Dimensional requirements including overall site requirements, lot dimensions, setbacks, and heights for nonresidential districts are provided in table 2.24, nonresidential zoning districts dimensional requirements. Building setback, height and lot width may be tied to lot size compatibility, averaging as defined and required in article V of this chapter.

Table 2.24. Nonresidential Zoning Districts Dimensional Requirements

<i>Element</i>	<i>OIT</i>	<i>OI</i>	<i>NS</i>	<i>C-1</i>	<i>C-2</i>	<i>OD</i>	<i>M</i>	<i>M-2</i>
Overall Site Requirements (minimum unless specified)								
Dimensional Requirements								
Lot Area (min. sq. ft.)	7,500	20,000	20,000	20,000	30,000	30,000	30,000	2 acres for heavy ind. and uses req'g. SLUP; 1 acre for all other uses
Single-Family Attached Lot Area (Avg. per dwelling unit sq. ft.)	4,000	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Lot Width, Street Frontage (feet)	75	100	100	100	100	100	100	150
Lot Coverage (max. %)	80	80	80	80	80	80	80	80
Open Space Requirements								
Sites with 5,000—39,999 sq. ft. gross floor area (min. %)	15	15	15	10	10	15	15	15
Sites with 40,000 gross floor area or more (min. %)	20	20	20	20	20	20	20	20
Transitional Buffer (ft.)	See division 4, article V of this chapter							
Building Setback Requirements (min., unless specified)								

Front— Thoroughfares and Arterials (ft.)	40	60*	30	60	60	75	60	60
Front—all other streets (ft.)	30	50*	20	50	50	75	60	60
Side—interior lot (ft.)	20	20*	20	20	20	20	20	20
Side—corner lot on public street (ft.)	40	50*	15	50	50	50	60	60
Rear (ft.)	30	30*	20	30	30	30	30	30
Unit Size (Residential: Heated Living Area)								
Floor Area of Attached Dwelling Unit of Multifamily (min. sq. ft.)	1,000	1,000	Not Permitted	Not Permitted	Not Permitted	Not Permitted	1,000	Not Permitted
Floor Area of Live/Work Dwelling Unit (residential portion only— min. sq. ft.)	650	650	650	650	Not Permitted	Not Permitted	650	Not Permitted
Floor area per individual building (max. sq. ft.) (non- res.)	N/A	N/A	50,000	No Max.	No Max.	No Max.	No Max.	No Max. Height (max. without a Special Land Use Permit (SLUP))**
Height (ft.)	2 story/35 ft.	5 story/70 ft.***	2 story/35 ft.	2 story/35 ft.	2 story/35 ft.	2 story/35 ft.	**	**
Transitional Height Plane (see article V of this chapter)	No	Yes	No	No	No	Yes	Yes	Yes

*If located next to single-family residential and the building will exceed 35 feet, the building setback from SF residential shall be increased 50 percent.

**Fire department and rescue services must approve over three stories to ensure adequacy of fire protection facilities.

***Five story/70 feet if in an activity node, two story/35 feet outside an activity node, unless obtaining a special land use permit for up to five story/70 feet.

(Ord. No. 2016-06-07, att. (2.24.1), 7-11-2016; Ord. No. 2018-12-40, 1-14-2019)

Sec. 46-1338. Transitional buffers.

- (a) *Intent.* Transitional buffers are intended to create a visual screen in order to diminish the potential negative impacts of nonresidential and mixed land uses on adjacent residential land uses. Similarly, transitional buffers diminish the potential negative impacts of higher intensity residential development on adjacent single-family residential land uses.
- (b) *General requirements.* Natural or planted transitional buffers required by this division shall be established and permanently maintained by the property owner as follows:
- (1) The required transitional buffer shall be depicted in detail on each site plan or plat prior to final approval. Type and location of natural and planted vegetation shall be included.
 - (2) Within the transitional buffer, the natural topography of the land shall be preserved and existing growth shall not be disturbed except where necessary to remove dead or diseased trees and undergrowth or to enhance the buffer with additional landscaping in order to provide a screen so as to prevent view of the higher density development from the lower density development.
 - (3) Grading or construction adjacent to the transitional buffer zone shall not disturb or encroach upon the transitional buffer zone.
 - (4) Notwithstanding subsection (b)(3) of this section, if grading is required in the transitional buffer in order to prevent or control erosion, the area of such grading shall cover no more than 20 percent of the required transitional buffer, shall be immediately replanted upon completion of easement improvements and shall avoid disturbance of the soil within the dripline of trees within the transitional buffer.
 - (5) Any approved utility crossings shall be perpendicular to the transitional buffer.
 - (6) A pedestrian walkway, a maximum width of five feet, may be located in the buffer to provide pedestrian access to the adjoining property. Where a pedestrian walkway is provided, a gate shall be installed in the required screening fence.
 - (7) If existing vegetation in a buffer area does not meet the transitional buffer standards, a five foot high, landscaped berm may be installed subject to the approval of the city arborist. Grading to construct the berm shall not remove significant plants designated by the city arborist as part of the approval of the landscaped berm.
- (c) *Buffer planting and materials.* When the conditions of the existing natural topography and vegetation are insufficient to achieve the visual screening required by this section, a landscape planting plan to enhance the transitional buffer shall be prepared and implemented to supplement existing natural growth or to provide new plant materials of such growth characteristics as will provide a screen meeting the standards below:
- (1) *Planting height.* Proposed planting as part of an enhanced transitional buffer shall have a height of at least six feet at the time of planting and planted in a minimum of two rows, with staggered on center spacing such that a continuous opaque screen is created within two years of planting.
 - (2) *Plant types.* Plant species in an enhanced transitional buffer shall be evergreen, native, naturalized or other species well-adapted to the local climate and rainfall patterns, disease and pest-free, healthy and vigorous, and meet standard for American Nursery Stock, ANSI Z60.1.
 - (3) *Plant functions.* Plants shall be approved from a list made available from the planning and zoning department, but shall not be exclusive of other plants which may be suitable, provided they can provide a continuous opaque screen.

- (4) *Fences.* Fences are required with transitional buffers and shall meet the requirements of section 46-1340.
- (5) *Wall and fence finishes.* Walls and fences shall be constructed with the finished or decorative side facing outward from the property.
- (d) *Buffer dimensions and specifications.* Table 5.2(a) identifies the transitional buffer class required for each zoning district based on the zoning district to which it is adjacent. Table 5.2(b) summarizes the minimum width of the required transitional buffer for each transitional buffer class (A-E).

Table 5.2(a). Transitional Buffer Class by District

Districts	Adjacent District											
	R*	MHP	RNC	RSM	MR-1	MR-2	HR-1-3	MU-1	MU-2	MU-3	MU-4	MU-5
MHP	C	-	-	-	-	-	-	-	-	-	-	-
RNC	B	-	-	-	-	-	-	-	-	-	-	-
Mixed Residential Districts												
RSM**	A	C	A	-	-	-	-	-	-	-	-	-
MR-1**	B	C	B	B	-	-	-	-	-	-	-	-
MR-2**	C	C	C	C	C	-	-	-	-	-	-	-
HR-1-3**	C	C	C	C	B	B	-	-	-	-	-	-
Mixed-Use Districts												
MU-1	B	B	B	B	-	-	-	-	-	-	-	-
MU-2	C	B	B	B	B	-	-	-	-	-	-	-
MU-3	C	C	C	B	A	B	B	B	B	-	-	-
MU-4	C	C	C	B	A	B	B	B	B	-	-	-
MU-5	C	C	C	B	A	B	B	B	B	-	-	-
Nonresidential Districts												
OI	C	C	C	C	C	C	C	B	B	B	-	-
OIT	C	C	C	C	C	C	C	B	B	B	-	-
NS	C	C	C	C	C	C	C	A	A	A	-	-
C-1	C	C	C	C	C	C	C	B	B	B	-	-
OD	D	D	D	D	D	D	D	D	D	D	D	D
C-2	C	C	C	C	C	C	C	B	B	B	B	B
M	D	D	D	D	D	D	D	D	D	D	D	D
M-2	E	E	E	E	E	E	E	E	E	E	E	E

*R= RE, RLG, R-100, R-85, R-75, R-60 (except when R-60 use is single-family attached).

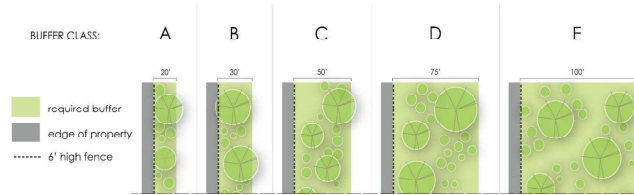
**Where the Mixed Residential District has single-family units along an adjacent residential (R) boundary, then a transitional buffer is not required.

Table 5.2(b). Transitional Buffer Minimum by Buffer Class

Buffer Class	Width
A	20'
B	30'

C	50'
D	75'
E	100' with fence

Transitional Buffers Figure



(Ord. No. 2016-06-07, att. (5.4.5), 7-11-2016; Ord. No. O2020-03-07 , exh. A, 3-23-2020)

DIVISION 12. RSM (SMALL LOT RESIDENTIAL MIX) DISTRICT

Sec. 46-359. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the RSM (Small Lot Residential Mix) District is as follows:

- (1) To provide for the creation of residential neighborhoods that allow a mix of single-family attached and detached housing options;
- (2) To provide flexibility in design and product on the interior of new development while protecting surrounding neighborhoods;
- (3) To implement the future development map of the city's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.12.1), 7-11-2016)

Sec. 46-360. Permitted and special land uses.

Permitted uses and uses requiring special land use permits shall be as provided in table 4.1. In cases where a use is permitted but there are supplemental use regulations for that use specified in article IV of this chapter, such regulations shall also apply.

(Ord. No. 2016-06-07, att. (2.12.2), 7-11-2016)

Sec. 46-361. Dimensional requirements.

Dimensional requirements for the RSM (Small Lot Residential Mix) District shall be as provided in table 2.4, medium and high density residential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.12.3), 7-11-2016)

Sec. 46-362. Site and building design standards.

Site and building design standards and regulations to be applied in this zoning district shall be as provided in article V of this chapter.

(Ord. No. 2016-06-07, att. (2.12.4), 7-11-2016)

Secs. 46-363—46-388. Reserved.

Sec. 46-334. Medium and high density.

The medium and high density residential zoning districts allow cottage housing, attached, multifamily and mixed residential developments at the densities illustrated in table 2.3:

Table 2.3. Summary of Density Ranges for Medium and High Density Residential Zoning Districts

<i>Zoning District Name</i>	<i>Density (units/acre)</i>	<i>Eligible Character Areas</i>
Small Lot Residential Mix RSM	4-6	Suburban, Downtown, Medical area, Regional activity center, Commercial redevelopment corridor
Medium Density Residential-1 MR-1	8	Downtown, Medical area, Regional activity center, Commercial redevelopment corridor
Medium Density Residential-2 MR-2	12	Downtown, Medical area, Regional activity center, Commercial redevelopment corridor
High Density Residential-1 HR-1	24	Downtown, Medical area, Regional activity center
High Density Residential-2 HR-2	40	Downtown, Regional activity center
High Density Residential-3 HR-3	60	Regional activity center

(Ord. No. 2016-06-07, att. (2.11.1), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.11.1), 4-9-2018; Ord. No. 2018-12-40, 1-14-2019)

FILED & RECORDED
DEKALB CO. GA.

STATE OF GEORGIA, County of DEKALB

Jun 14 3 42 PM '88

THIS INDENTURE, Made this 17th day of May ^{WHITFIELD C. SMITH} _{CLERK OF SUPERIOR COURT} in the
Year of Our Lord One Thousand Nine Hundred and Eighty-Eight between
SAM MIDDLEBROOKS and MRS. SAM MIDDLEBROOKS

of the State of Georgia and County of DeKalb of the first part, and
PEARSON LANDSCAPES, INC.

of the State of Georgia and County of DeKalb of the second part.

WITNESSETH: That the said part ies of the first part, for and in consideration of the
sum of TEN Dollars,

in hand paid, at and before the sealing and delivery of these presents, the receipt of which is
hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents
do grant, bargain, sell and convey unto the said part y of the second part, its
heirs and assigns, all that tract or parcel of land lying and being in Land
Lot 125 of the 18th District, DeKalb County, Georgia.

TRACT I:

Lots 7 and 8, of the Knox Subdivision, near Stone Mountain,
Georgia, and being more particularly described as follows:

Lot 7 beginning at a corner with Lot 6 on Richardson Street;
and running westerly 250 feet to rear of Lots 19 and 20;
thence northerly 100 feet along rear of said lots; thence
easterly along line with Lot 8, 250 feet to Richardson
Street; thence along Richardson Street 100 feet to the point
of beginning. Said Lot 8, beginning at a corner with Lot 7;
running westerly 250 feet to rear of Lots 20 and 21; thence
northerly 100 feet to corner with Lot 9; thence along Lot 9
easterly 250 feet to Richardson Street; thence southerly
along Richardson Street to the point of beginning.

TRACT II:

Lot 9 of a tract of land near Stone Mountain, by R.C. Knox,
surveyor, beginning 550 feet from corner of Moore Street
and Richardson Street of said plat, measuring 100 feet,
fronting on Richardson Street and extending back in equal
width 250 feet. Being Lot 9 of said subdivision. 100 feet
by 250 feet measurements.

Both tracts as more particularly shown on that certain survey
dated May 12, 1988 by Roy E. Housworth, Jr. for Pearson
Landscapes, Inc., the original of which is attached to this
Warranty Deed and incorporated therein by reference.

DeKalb County, Georgia
Real Estate Transfer Tax
Paid \$ 105.50
Date 6-14-88
CLERK, SUPERIOR COURT
By: Henry A. Brown
Deputy Clerk

BOOK 6159 PAGE 386

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said part y of the second part, its heirs and assigns, forever, in Fee Simple.

AND THE SAID part ies of the first part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said part y of the second part, its heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part ies of the first part have hereunto set their hand and seals, the day and year above written.

Signed, sealed and delivered in presence of:

Sam Middlebrooks
SAM MIDDLEBROOKS

Mrs. Sam Middlebrooks
MRS. SAM MIDDLEBROOKS (Seal)

D. H. Case
Witness

(Seal)
(Seal)

Sworn to and Subscribed before Me
This 17th Day of May, 1982

J. B. H.
Notary Public
Notary Public, Chatham County, Georgia
My Commission Expires 03/30/1990

WARRANTY DEED (Long Form)	FROM	TO	Filed for Record at	Recorded in Deed Book	Clerk
	SAM MIDDLEBROOKS and MRS. SAM MIDDLEBROOKS	PEARSON LANDSCAPES, INC.	o'clock M.	Folio	
	GEORGIA, County of				
	Clerk's Office, Superior Court				

FORM NO. 214 WAM ALLER CO

BOOK 6152 PAGE 387

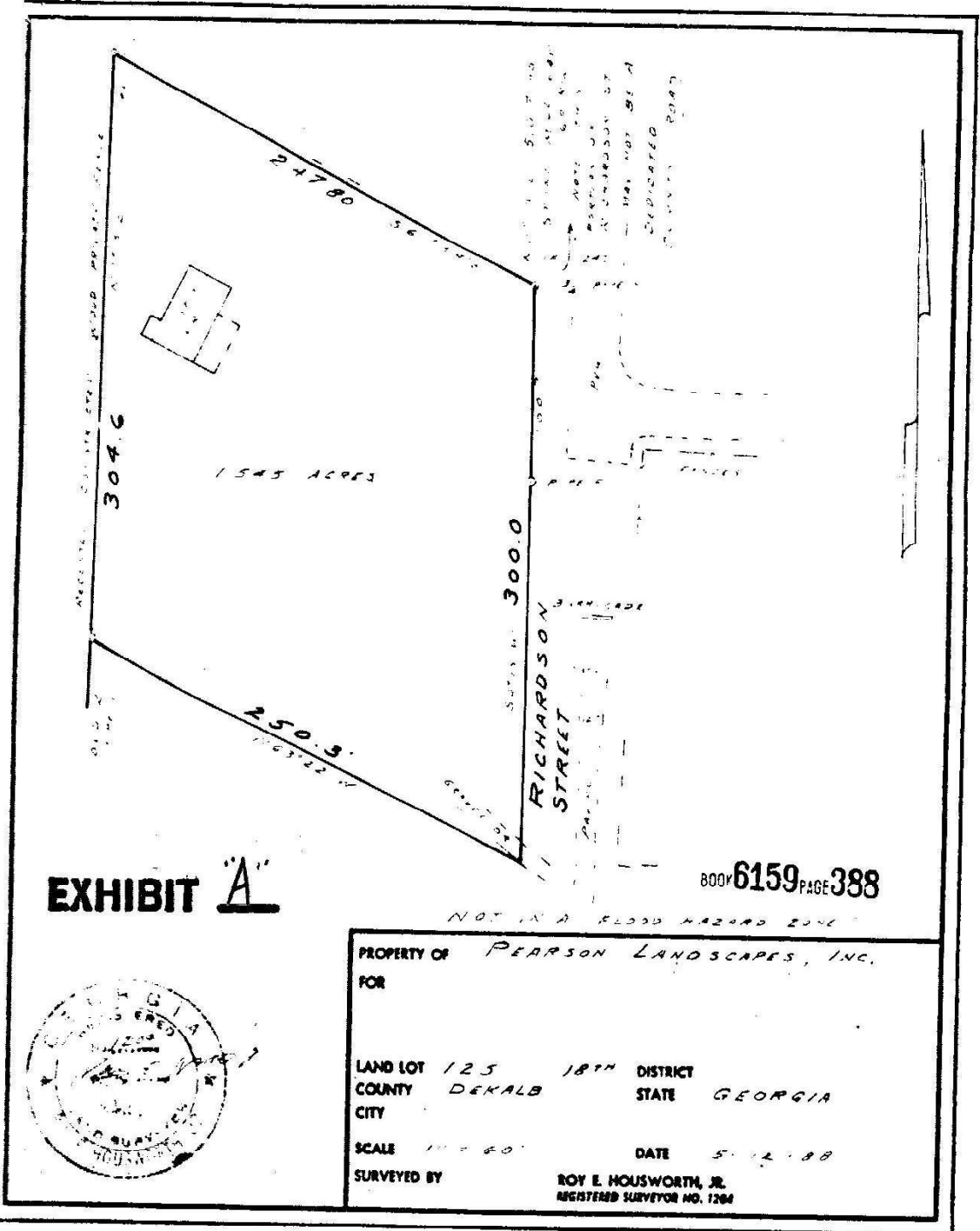
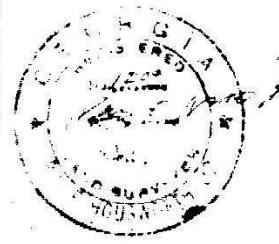


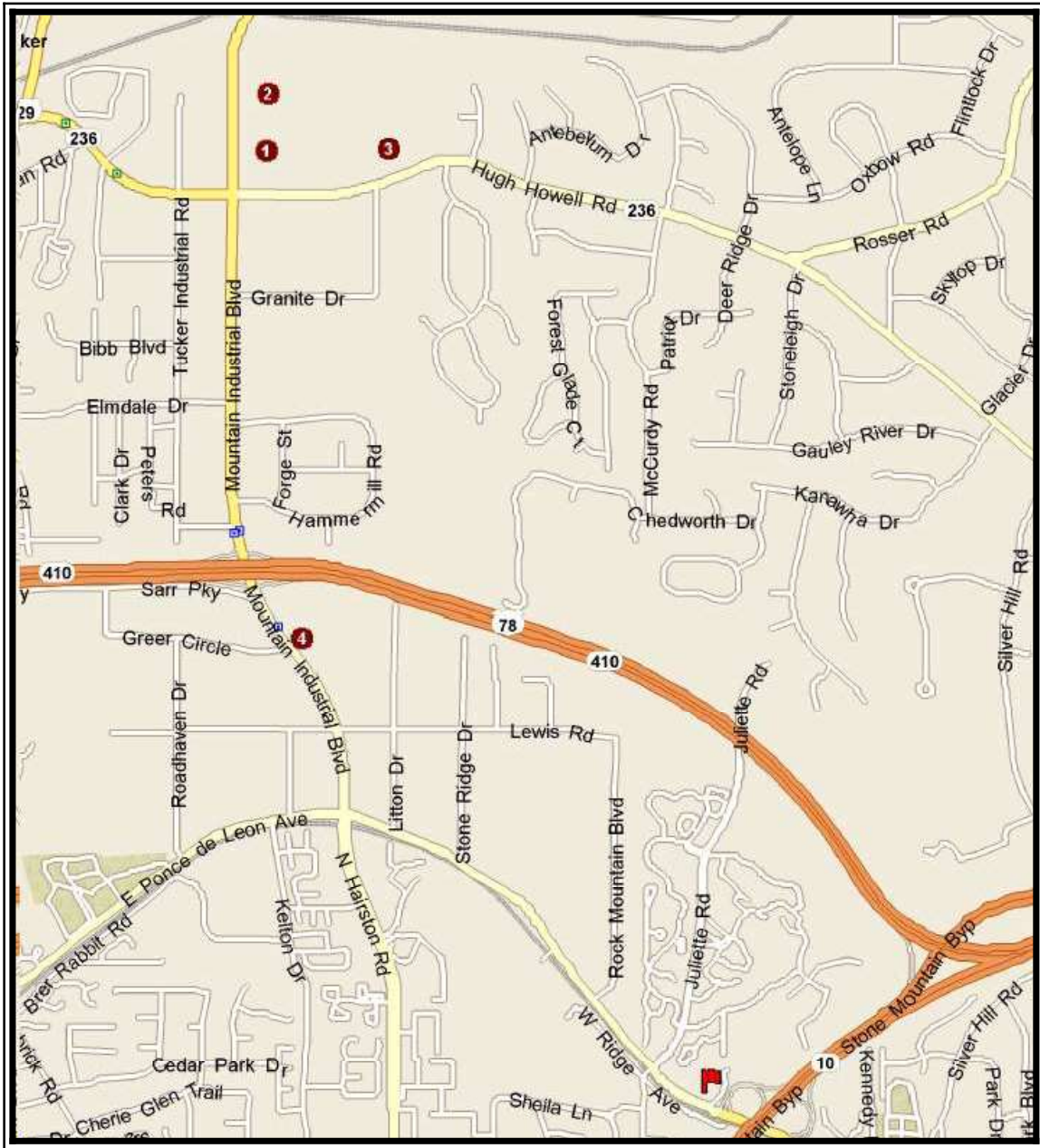
EXHIBIT A



APPENDIX B: INDUSTRIAL LAND SALES

**Industrial Land Sales Map
Industrial Land Sales**

COMPARABLE INDUSTRIAL LAND SALES LOCATION MAP



**COMPARABLE NO. 1
INDUSTRIAL LAND SALE**

GRANTOR: VRE Stone Mountain, LLC
GRANTEE: LVL Investments, Inc.
RECORDED: **BOOK:** 28692 **PAGE:** 197 **COUNTY:** Dekalb
DATE OF TRANSACTION: 10/1/2020
CONSIDERATION: \$100,000 **PRICE PER ACRE:** \$105,263
LOCATION: 1731 Mountain Industrial Boulevard, Stone Mountain, GA
PARCEL ID: 18 170 01 011
ZONING: C1 - Local Commercial District
TOTAL AREA: 0.95 Acres Per Warranty Deed

DESCRIPTION OF PROPERTY

Access: Good Access
Frontage: Frontage along Private Drive
Utilities: All utilities available
Drainage: Adequate
Topography: Basically Level



**COMPARABLE NO. 2
INDUSTRIAL LAND SALE**

GRANTOR: GA Power Company
GRANTEE: HPC Seefreid Tucker, LLC
RECORDED: **BOOK:** 26623 **PAGE:** 260 **COUNTY:** Dekalb
DATE OF TRANSACTION: 11/28/2017
CONSIDERATION: \$1,200,000 **PRICE PER ACRE:** \$83,218
LOCATION: 4561 Greer Circle, Stone Mountain, GA
PARCEL ID: 18 170 02 024
ZONING: M - Light Industrial District
TOTAL AREA: 14.42 Acres per recorded survey

DESCRIPTION OF PROPERTY

Access: Good Access
Frontage: 954' along Greer Circle and 530' along Roadhaven Drive
Utilities: All utilities available
Drainage: Adequate
Topography: Level to gently rolling



**COMPARABLE NO. 3
INDUSTRIAL LAND SALE**

GRANTOR: Ricoh Americas Corporation
GRANTEE: Atlanta Mountain Industrial Real Estate, Inc.
RECORDED: **BOOK:** 25308 **PAGE:** 26 **COUNTY:** Dekalb
DATE OF TRANSACTION: 12/15/2015
CONSIDERATION: \$730,695 **PRICE PER ACRE:** \$104,985
LOCATION: 2460 Mountain Industrial Boulevard, Tucker, GA
PARCEL ID: 18 224 03 003
ZONING: M - Light Industrial District
TOTAL AREA: 6.96 Acres Per Warranty Deed

DESCRIPTION OF PROPERTY

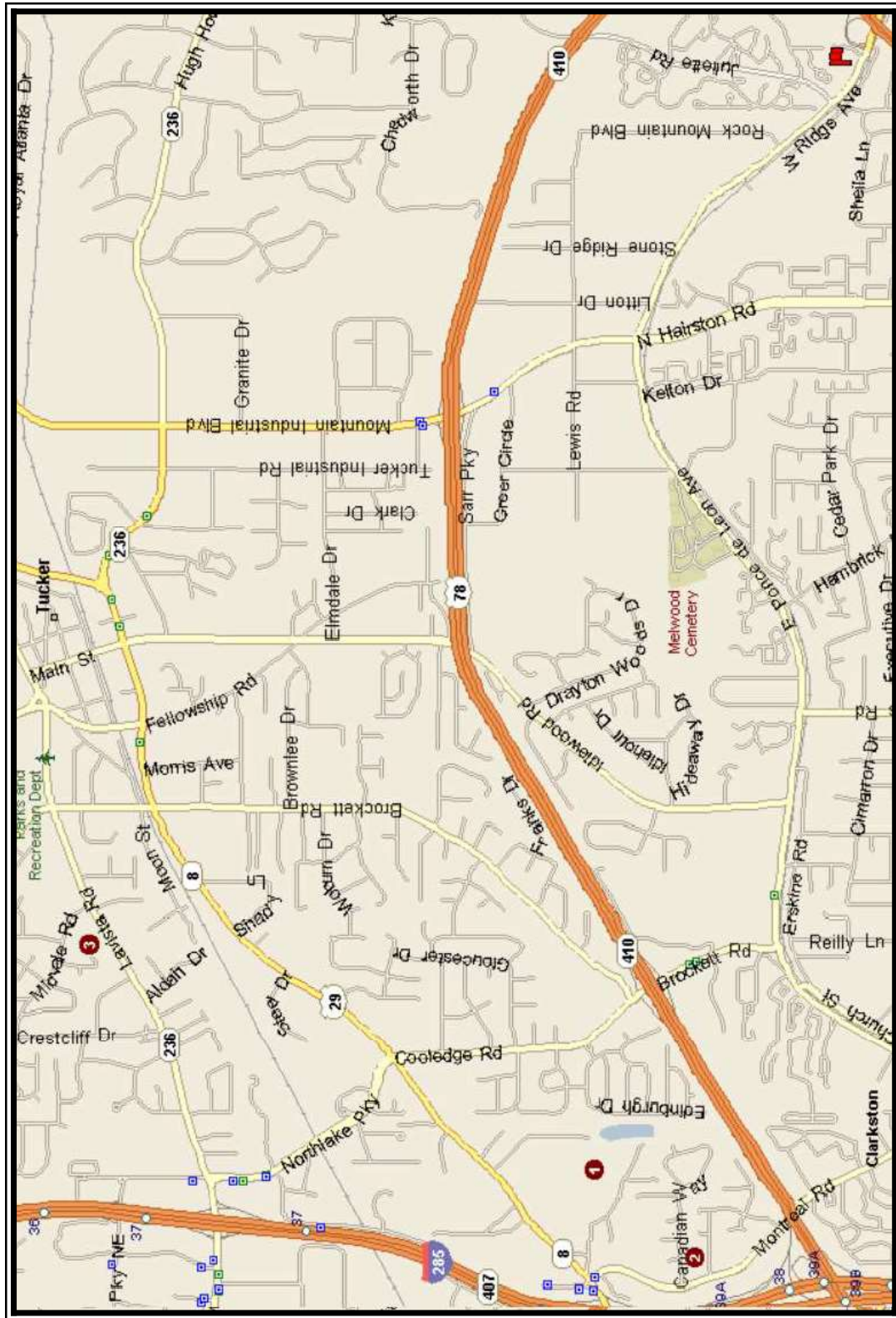
Access: Good Access
Frontage: 706' along Mountain Industrial Boulevard
and 473' along Tuckerstone Parkway
Utilities: All utilities available
Drainage: Adequate
Topography: Level to gently rolling



APPENDIX C: MULTI-FAMILY LAND SALES

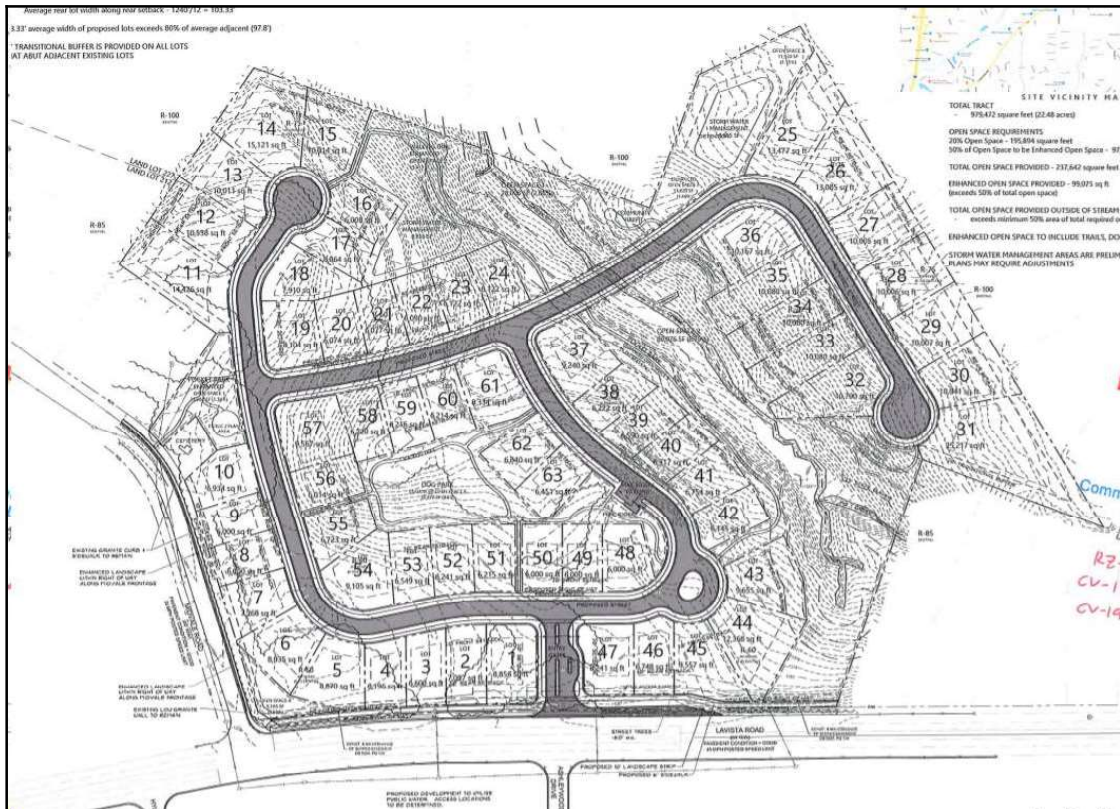
Multi-Family Land Sales Map
Multi-Family Land Sales

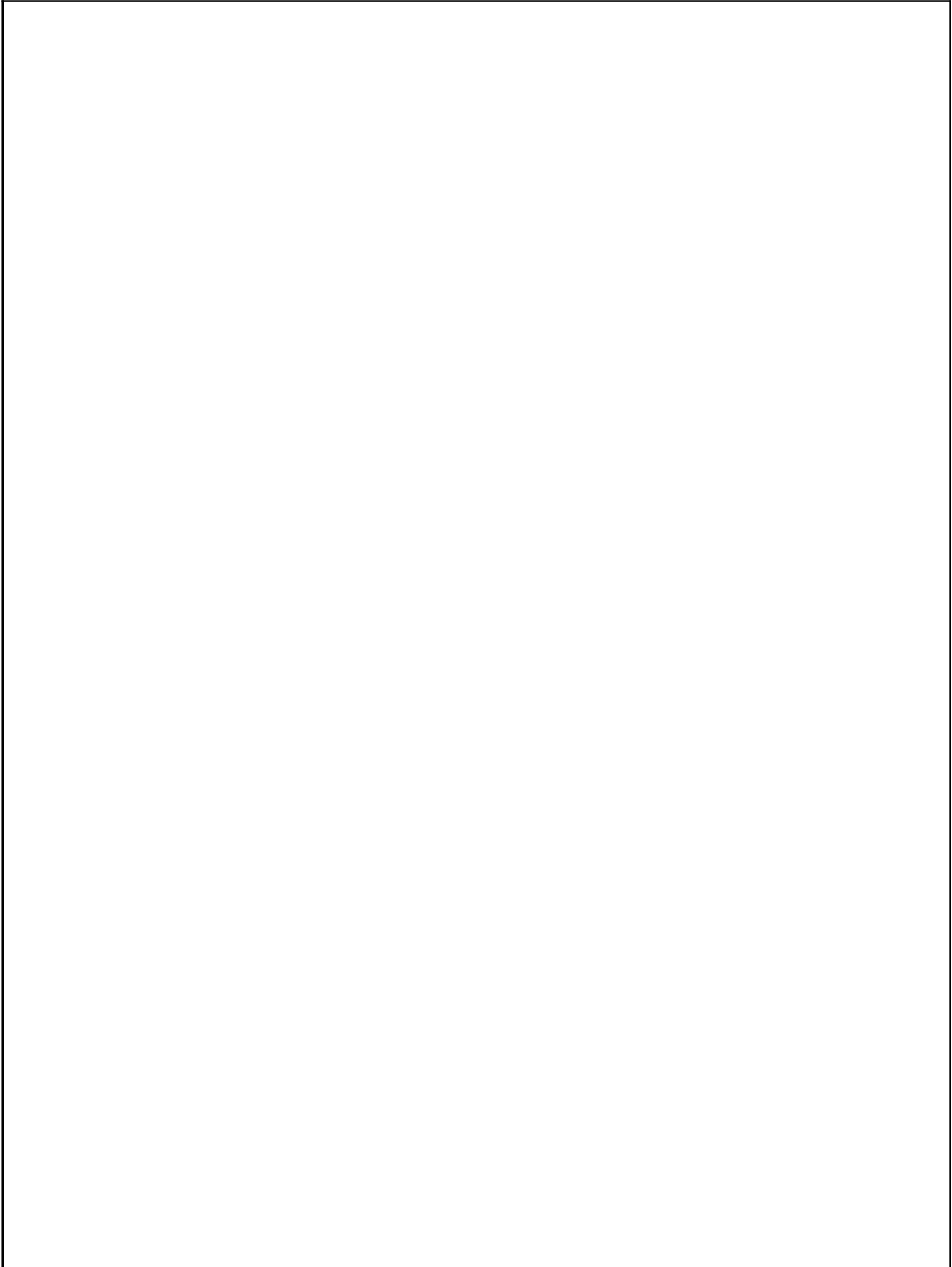
COMPARABLE MULTI-FAMILY LAND SALES LOCATION MAP



COMPARABLE NO. 3 SINGLE FAMILY LAND SALE

GRANTOR: Charles A Orth, Trustee, etal.
GRANTEE: JWC Lavista, LLC
RECORDED: **BOOK:** 28788 **PAGE:** 210 **COUNTY:** Dekalb
DATE OF TRANSACTION: 10/30/2020
CONSIDERATION: \$4,261,705 **PRICE PER UNIT:** \$67,650
LOCATION: Intersection of Midvale Road at Lavista Road
PARCEL ID: 18 212-01-002, 006, 018, 019, 042
ZONING: MZ Multiple Zoning.
TOTAL AREA: 22.49 acres per survey

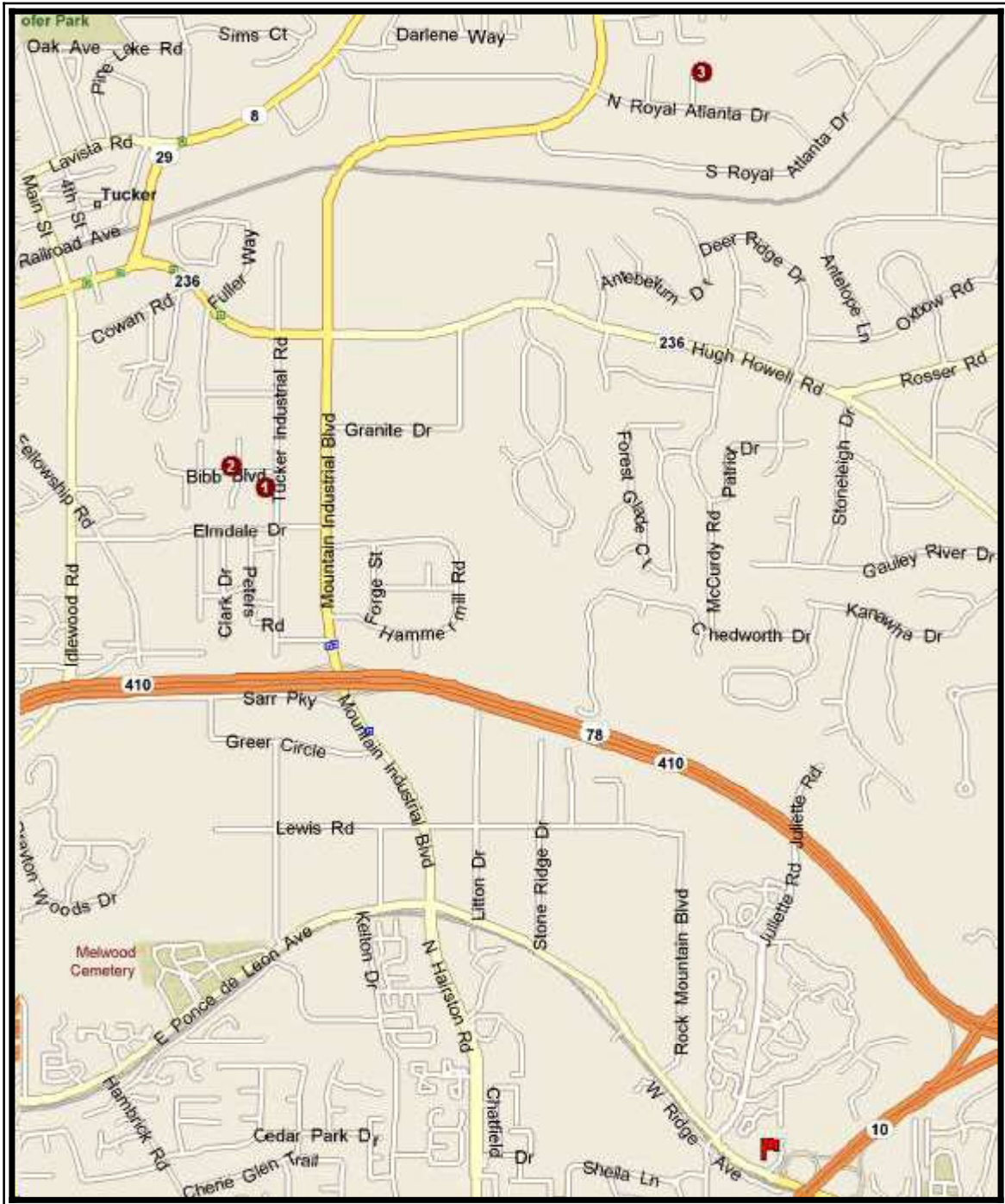




APPENDIX D: IMPROVED INDUSTRIAL SALES

**Improved Industrial Sales Map
Improved Industrial Sales**

COMPARABLE SALES LOCATION MAP



**COMPARABLE NO. 1
IMPROVED INDUSTRIAL SALE**

GRANTOR: Tucker Industrial Road, LLC.

GRANTEE: Bethel Mission Church Atlanta, Inc.

RECORDED: **BOOK:** 27969 **PAGE:** 320 **COUNTY:** Dekalb

DATE OF TRANSACTION: 12/5/2019

CONSIDERATION: \$590,000 **PRICE PER SF:** \$66.70

LOCATION: 2030 Tucker Industrial Road at Bibb Boulevard

PARCEL ID: 18 185 001 070

ZONING: M; Light Industrial

IMPROVEMENTS: The property is improved with an 8,845 square foot office warehouse building of brick and block construction built in 1973.

TOTAL AREA: 1 acre



**COMPARABLE NO. 1
IMPROVED INDUSTRIAL SALE**



**COMPARABLE NO. 2
IMPROVED INDUSTRIAL SALE**

GRANTOR: Marinus B. Van De Kreke & Honey J. Van De Kreke

GRANTEE: ZAZ Realty, LLC.

RECORDED: **BOOK:** 29270 **PAGE:** 645 **COUNTY:** Dekalb

DATE OF TRANSACTION: 4/14/2021

CONSIDERATION: \$1,400,000 **PRICE PER SF:** \$60.00

LOCATION: 2058 Kilman Drive, Tucker

PARCEL ID: 18 185 001 068

ZONING: M; Light Industrial

IMPROVEMENTS: The property is improved with a 23,314 square foot office warehouse building of brick and block construction built in phases from 1974 to 1991.

TOTAL AREA: 1.2 acre



**COMPARABLE NO. 2
IMPROVED INDUSTRIAL SALE**



**COMPARABLE NO. 3
IMPROVED INDUSTRIAL SALE**

GRANTOR: Hart-Plaisted Building, LLC

GRANTEE: Rivan Commerce Place, LLC

RECORDED: **BOOK:** 27366 **PAGE:** 228 **COUNTY:** Dekalb

DATE OF TRANSACTION: 1/29/2019

CONSIDERATION: \$3,333,333 **PRICE PER SF:** \$57.96

LOCATION: 2030 Tucker Industrial Road at Bibb Boulevard

PARCEL ID: 18 223 007 257

ZONING: M; Light Industrial

IMPROVEMENTS: The property is improved with a 57,512 square foot office warehouse building of brick and block construction built in 1994.

TOTAL AREA: 3.715 acres



**COMPARABLE NO. 3
IMPROVED INDUSTRIAL SALE**



APPENDIX E

**Certification
Assumptions & Limiting Conditions
Qualifications of the Appraiser**

CERTIFICATE OF APPRAISER

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The report analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this report.
5. My analyses, opinions and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
6. The reported analyses, opinions and conclusions were developed and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice, the Georgia Real Estate Appraiser Classification and Regulation Act and the rules and regulations of the Georgia Appraisers Board.
7. I have made a personal inspection of the property that is the subject of this report.
8. I certify that I have not performed any service on the subject property as an appraiser or any other capacity in the past three years.
9. I acknowledge that I serve on the Tucker Downtown Development Authority



Bruce R. Penn
Georgia Certified General Real Property Appraiser #000228

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property and subsoil that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the report.
9. It is assumed that all required licences, consents or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

ASSUMPTIONS AND LIMITING CONDITIONS

Continued

10. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety. Therefore, the liability of the appraiser shall be expressly limited to the person for whom the report was addressed and any reliance thereon by any third party shall not be justifiable and therefore shall be at the peril of such third party.
11. The appraiser is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless such arrangements have been previously made.
12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relation, news sales, or other media without the prior written consent and approval of the appraiser.
13. It is a condition of this appraisal that the subject property, including any proposed improvement, meets all governmental regulations and restrictions including but not limited to zoning requirements, building and development codes, drainage requirements and all fire safety laws.
14. It is a condition of this report that the property is subject to typical easements such as right of way for electrical power lines, sewer easements, natural gas lines, as well as telephone lines and water lines.
15. It is a condition of the report that no soil boring test has been made and the stated value would be subject to such a test.
16. It is a condition of this report that any marketing of the subject property would expressly require effective and aggressive sales methods and techniques, reasonable pricing, market exposure and coverage, and unless stated any suggested improvements or repairs must be completed in order to market the property.

ASSUMPTIONS AND LIMITING CONDITIONS

Continued

17. The subject is specifically conditioned on present market conditions, any change may affect the market value stated.

18. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as, but not limited to, asbestos, urea-formaldehyde foam insulation, leaking underground storage tanks, contaminated areas, hazardous wastes, dangerous substances, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

QUALIFICATIONS

Bruce R. Penn

SPECIAL QUALIFICATIONS (PRESENT & HISTORICAL)

- State of Georgia, Certified General Real Estate Appraiser No. CG- 000228
- South Carolina, Certified General Real Estate Appraiser No. CG-3575 (retired)
- Senior Member, National Association of Real Estate Appraisers, Designated as Certified Commercial Real Estate Appraiser (#38173) retired
- Appraisal Institute - MAI Candidate (#M86-3542) (retired)
- State of Georgia, Department of Transportation; Approved Appraiser; retired
- Hartsfield Airport Noise Abatement Program Approved Appraiser
- Fulton County, Approved Appraiser
- Dekalb County Approved Appraiser
- Cobb County Department of Transportation, Approved Appraiser
- Cobb County Water Department, Approved Appraiser
- Floyd County Approved Appraiser
- Chatham County Approved Appraiser
- Rockdale County Approved Appraiser
- Cherokee County Approved Appraiser
- City of Atlanta Approved Appraiser
- Jasper County Approved Appraiser

SPECIALIZED REAL ESTATE TRAINING

- Atlanta Institute of Real Estate
 - Principles and Practices of Real Estate; Sales I, Sales II, Sales III
- Appraisal Institute (FKA American Institute of Real Estate Appraisers)
 - Course 1A1, Basic Appraisal Principles, Methods and Techniques
 - Course 1A2, Basic Valuation Procedures
 - Course 023, Standards of Professional Practice
 - Course 1BA, Capitalization Theory and Techniques (Part A)
 - Course 1BB, Capitalization Theory and Techniques (Part B)
 - Business Valuation
 - Valuation in Litigation
- Columbia Institute
 - Condemnation Appraising
- Society of Real Estate Appraisers
 - Course 101, An Introduction to Appraising Real Property
 - Course 102, Applied Residential Property Valuation
- Georgia State University
 - RE 410, Real Estate Valuation
 - RE 310, Real Estate Principles and Practices
 - RE 460, Income Property Valuation

GENERAL EDUCATION

- Georgia State University: Bachelor of Business Administration (1987)
- South Georgia College; Associate of Science in Business Administration (1979)

EXPERIENCE

- 1989- Present Penn. Hastings & Associates, Partner, Commercial/ Condemnation Appraiser.
Responsibilities include project manager for all acquisition projects as well appraisals of condemnation properties and commercial properties in the southern United States.
- 1988-1989 Acquisition Consultants, Chief Appraiser.
Responsibilities include appraising for various condemnation properties and commercial properties in the southern United States.
- 1986-1988 Scott Appraisal Service, Commercial Appraiser.
Responsible for appraising all types of commercial appraisals in the Atlanta area and the southern United States. Also specialized training in appraising of special purpose properties.
- 1984-1986 Certified Commercial Investments, Inc., Research & income property analyst.
Responsibilities included analyzing cash flow from commercial properties in the southeastern United States. Also responsible for researching neighborhoods in the Atlanta area for large scale buy-outs for commercial developments.

REPRESENTATIVE CLIENT LIST: LENDING INSTITUTIONS

- | | |
|-----------------------------------|-----------------------------------|
| - Wachovia Bank | -RBC Centura |
| - Bartow County Bank | -Home Bank |
| - West Georgia National Bank | -Century Bank |
| - United Community Bank; | -Community Bank of Pickens County |
| - First National Bank of Cherokee | |

REPRESENTATIVE CLIENT LIST: LITIGATION ATTORNEYS

- | | |
|---|-----------------------------------|
| - Charles Pursley | - Donald Evans |
| - Richard Hubert | - George Butler |
| - Warren Coppedge | - Walter Hotz |
| - Jenkins & Bowen | - Christian Torgrimson |
| - Jack Wilson, Webb, Tanner & Powell | - Luther Beck, Chandler & Britt |
| - James SS Howell III, | -Weiner, Yancey, Dimpsey & Diggs, |
| - Moore, Ingram Johnson & Steele | - Sams, Larkin & Huff |
| - Flint, Conolly & Walker | - Banks, Stubbs, Neville & Cunat |
| - Paul Kesmodel, Duluth | - James Ledbetter, Calhoun |
| - Michael D. McRae | - Sal Serio |
| - Michael Sumner | - John C. Whiting |
| - Tom Bowman, Maddox Nix Bowman & Zoekler | |

REPRESENTATIVE GENERAL WORK EXPERIENCE

- | | |
|---|------------------------------------|
| - Vacant Land | - Vacant Land Leases |
| - Remnant Properties | - Residential Properties |
| - Small Income Residential Properties | - Multi-family Properties |
| - Commercial Properties | - Income Producing Properties |
| - Industrial and Build to Suit Properties | - Shopping Centers |
| - Rural Properties | - Residential Subdivision Analysis |
| - Farm Properties | - Business Valuation |
| - Specialty Studies for Evaluation of Economic Obsolescence in Residential Properties | |
| - Specialty Studies for Evaluation of Economic Obsolescence in Commercial Properties | |

REPRESENTATIVE SPECIALIZED PROPERTIES EXPERIENCE

- | | |
|---|---------------------------------------|
| - C&D Landfill | - Billboards |
| - Mixed Use Developments | - Mass Appraisals for Tax Assessments |
| - Regional Hospital | - Mineral Rights |
| - Wetlands Valuation | - Adult Entertainment Establishment |
| - Motel/Hotel | - Historic Properties |
| - Historic Loft Buildings | - Elementary Schools |
| - Commercial Property in a Watershed District | - Conservation Subdivisions |
| - Greenspace Valuations | - Radio Stations |
| - Land Under A Lake | - Golf Course |
| - Log Homes | - Fire Station |
| - Car Dealership | - Manufactured Housing Plant |
| - Contaminated Properties | - Solid Waste Facility |
| - Family Farm Valuation (2032) for IRS | - Steel Plant |
| - Chicken Farms | - Churches |
| - Nudist Colonies | - Regional Malls |
| - DeKalb County Courthouse | - Parking Lots |
| - Library | - Airport |
| - Leasehold Valuations | - Leased Fee Valuations |
| - Geodetic Dome Homes | - Telecom Facility |
| - Air Rights | - Water Rights |
| - Mobile Home Parks | - R/V Park |
| - Equestrian Properties | - Skating Ring |
| - Retirement Facility | - Recording Studio |
| - Railroad Right of Way | - |

REPRESENTATIVE MUNICIPALITY WORK: APPRAISAL

TRANSPORTATION PROJECTS

Georgia Department of Transportation Projects Under Federal Guidelines (Partial Listing)

- Outer Perimeter, Gwinnett County & Forsyth County
- Riverside Parkway, Floyd County
- Georgia Highway 42, Clayton County
- Georgia Highway 314, Fayette County
- Highway 138 Extension, Fulton County
- Georgia Highway 316, Barrow County & Oconee County
- Watkinsville By-Pass (advanced acquisitions)
- Dawsonville Highway, Hall County
- Fairburn Industrial Boulevard, Fulton County
- Thornton Road By-Pass, Douglas County
- Cedartown By-Pass, Polk County
- Macland Road, Cobb County
- Reinhardt College Parkway; Cherokee County
- State Route 124; Scenic Highway, Gwinnett County
- U.S. 80; Talbot-Muscogee Counties
- U.S. 278; DeKalb County
- State Route 20; Rockdale County
- State Route; 29; Rockdale County
- Pumpkinvine Creek Bridge; Bartow County
- State Route 120; Gwinnett County

Virginia Department of Transportation Projects Under Federal Guidelines:

- Virginia Beach Boulevard, Virginia Beach
- Haycock Road, Fairfax County

Airport Projects Per Federal (Funding) Guidelines:

- Aerial Easements of Commercial Property Inside Flight Impacted Areas in the vicinity of Atlanta-Hartsfield Airport
- Residential appraisals for Expansion of DeKalb Peachtree Airport
- Aviation Easements, Hartsfield-Atlanta Airport
- Relocation Appeals Program, Hartsfield-Atlanta Airport

Department of Housing and Urban Development Grant Projects

- Thompson Street, Alpharetta, Fulton County
- Scottdale Mill Road, Dekalb County
- Canton Street, Cherokee County

Local Government Transportation Projects (Partial Listing)

- Presidential Parkway, City of Atlanta
- Roxboro Road, Dekalb County & Fulton County
- Skidaway Road, Savannah, Chatham County
- Jones Shaw Road, Cobb County
- Lawrenceville-Suwannee Road, Phases I & II, Gwinnett County
- Sandy Plains Road, Cobb County
- Johnson Ferry Road Phase I & Phase III, Cobb County
- Holly Springs Road, Cobb County
- Gordon Road, Floyd County
- Blackburn Road Extension, Cobb County
- Chastain Road; Cobb County
- Milford Church Road; Cobb County

NON-TRANSPORTATION PROJECTS

Utility Projects (Client List)

- Oglethorpe Power Corporation
- Georgia Power Company
- Cobb Electrical Municipal Corporation
- Municipal Electric Association of Georgia (MEAG)
- Atlanta Gas Light Company
- Southern Bell

Reservoir Appraisals

- Bear Creek Reservoir, Newton County
- Yellow Creek Reservoir, Cherokee County

Municipal Appraisals

- East Point Development Authority, Fulton County; downtown redevelopment
- State Properties Commission; Improved Property; Georgia Dome Stadium, Atlanta.
- Paulding County Board of Education; Land for new school complex
- Spalding County Board of Education: East Griffin Elementary School
- Spalding County Board of Education: Third Ward Elementary School
- Spalding County Board of Education: Fourth Ward Elementary School
- Solid Waste Management Authority of Crisp County; Solid Waste Processing Facility, Crisp County
- Solid Waste Management Authority of Crisp County; Transfer Station, Coffee County
- Solid Waste Management Authority of Crisp County; Transfer Station, Houston County
- Solid Waste Management Authority of Crisp County; Transfer Station, Sumter County
- Solid Waste Management Authority of Crisp County; Transfer Station, Terrell County
- Waste Management; Landfill, Doraville, Georgia
- Cobb County Water Authority; Land for Expansion; R.L. Sutton Treatment Facility

Water & Sewer Authorities (Client List)

- Gwinnett County
- Paulding County
- City of Atlanta
- City of Buford
- Rockdale County
- Cobb County
- Fulton County
- City of Roswell

Impact Studies for Court Testimony (Partial Listing)

- Study on the Proximity of Interstate Highways to Residential Property; Georgia Highway 400 extension, Fulton County and City of Atlanta.
- Study on the Impact to Residential Property Values from Increased Road Proximity
- Study on the Impact to Residential Property Values from the Elimination of a Wooded Buffer
- Study on the Impact to Residential Property Values from Increased Slopes
- Study on the Impact to Commercial Property Values from Increased Slopes and Installation of Guardrails.
- Study on the Impact to Residential Property Values from Floodplain
- Study of the Impact to Residential Property Values from Loss of Access
- Study of the Impact to Commercial Property Values from Loss of Access
- Various Parking Studies to Show Loss of Value to Commercial Properties from Loss of Parking
- Study of the Impact to Residential Property Values from Proximity to a Sewage Treatment Plant
- Study of the Impact to Residential Property Values from Particulate Contamination
- Study of the Impact to Residential Property Values from Proximity to Large Manufacturing Facilities
- Study of the Impact to Residential Property Values from Proximity to an Airport

APPRAISAL/TESTIMONY EXPERIENCE/REFERENCES
(Partial Listing)
Bruce R. Penn

Initial Training: James S.S. Howell III (deceased)
Dana Jackel, Cobb County
Fred Bently Sr. & Jr./Cobb County

Regional Court Work Experience (For Municipalities):

Dalton: Warren Coppedge; private case against developer
Pickens County: Wills Picket for Pickens County & City of Jasper
Cherokee County: Jonathan Pope, for Georgia Power
Mark Mahler, County Attorney for Cherokee DOT
Bartow County: Boyd Petit, County Attorney, for Georgia Power
Rick Wells, for Georgia Power
Paulding County: Mason Roundtree (against Paulding County/Reservoir)
Fayette County: Tom Camp for Georgia Power
Jack Parks for Georgia DOT
Clayton County: Steve Fincher for Clayton Water Authority
Fulton County: Numerous Attorneys, for Fulton County Land Department
Robert Diggs, for Georgia DOT & against Hartsfield Airport
Barrell Weiner, for Georgia DOT
Anne Sapp, against Georgia DOT
Cobb County: Linda Brunt (retired); County Attorney/DOT
Dana Jackel for Cobb DOT
John Moore; against Cobb DOT
Kevin Moore; against Cobb DOT
Parks Huff; zoning cases and against Cobb DOT
Garvis Sams Jr.; zoning cases and against Cobb DOT
Rockdale County: Tom Bowman, County Attorney for Tax Assessor, State DOT,
Rockdale Water Authority
Newton County: William Thomas Craig for Bear Creek Reservoir
Scott Cole for Bear Creek Reservoir

Benchmark Cases: Swanson v. DOT
Ga. Power v. Mosteller Mill
DOT v. Bowles
City of Marietta v. Sumerour
Duron Davis v. Toyo Tire

COMMUNITY DEVELOPMENT EXPERIENCE

- Chairperson of Community Council, District 1, DeKalb County.
Community Council is an approval board with board members appointed by County Commissioner of that District. Board members are representative of the communities of that Commission District and charged with representing the interests of the community and oversight of community goals in the zoning and land use and development process. Community Council is the 1st in the zoning approval process.
- Member, Downtown Development Authority of the City of Tucker
- Member, Transportation Committee; Tucker Northlake Community Improvement District (Tucker Northlake CID)
- Member (former chairperson) of the Proactive Planning, Land Use and Zoning Committee of the Tucker Civic Association.
- Served as member of the Mainstreet Tucker Alliance in the LCI approval process and ARC grants for redevelopment of downtown Tucker.
- Testified as a value witness in zoning and land use matters in DeKalb County, Cobb County, Cherokee County, Gilmer County and Pickens County.

DeKalb County Police - Juliette Rd. Corridor Crime Report



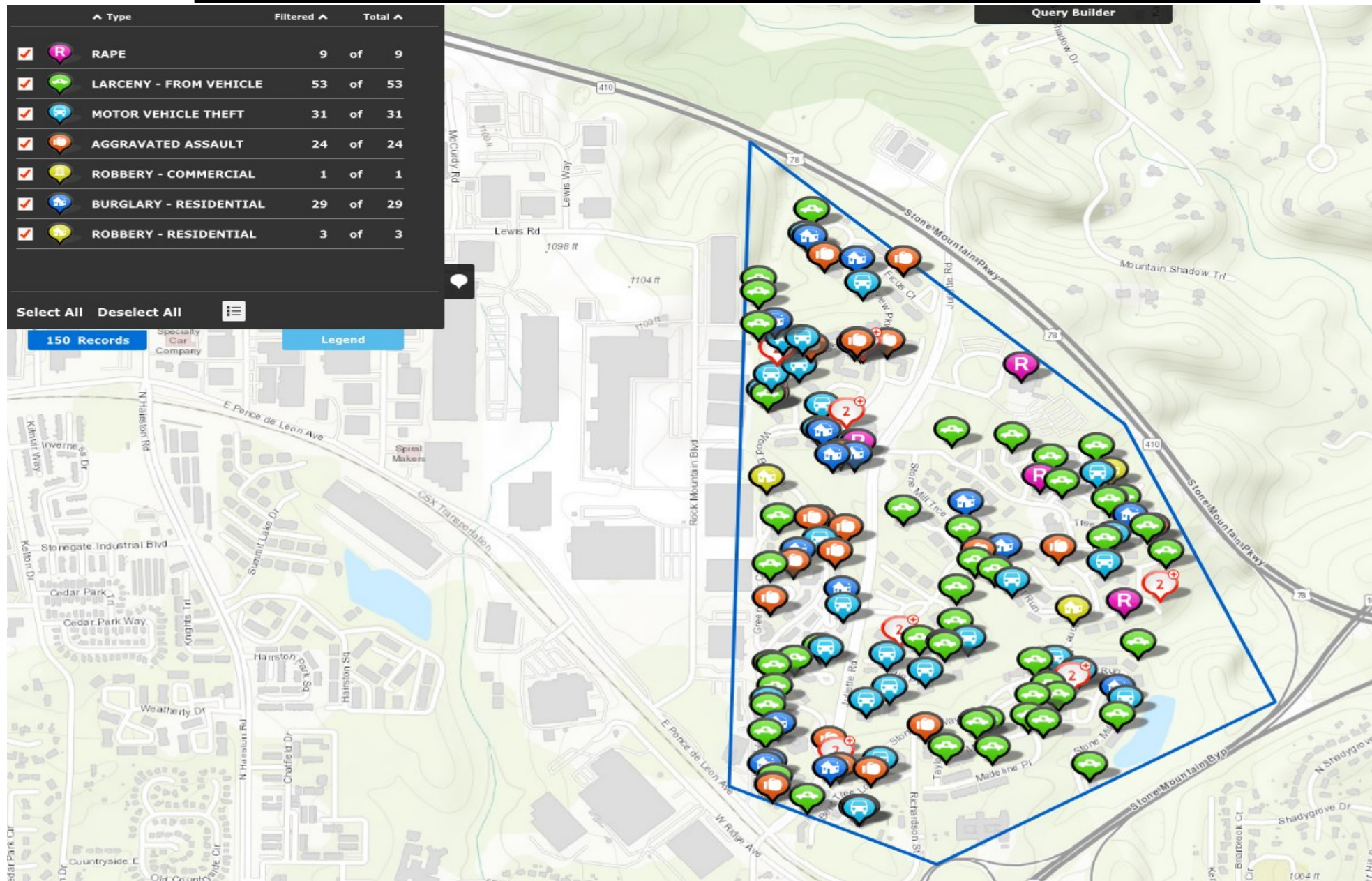
11/01/2020 Through 11/01/2021

Part 1 Crime Summary for 11/01/20 to 11/01/21

Selected Crimes	10-03 to 10-16			
Homicide	0			
Aggravated Assault	24			
Robbery – Pedestrian	0			
Robbery – Business	1			
Robbery – Residential	3			
Rape or Attempt	9			
Burglary Residential	29			
Burglary – Business	0			
Auto Theft	31			
Entering Autos	53			

Part 1 Crimes Map for 11/01/2020 to 11/01/2021

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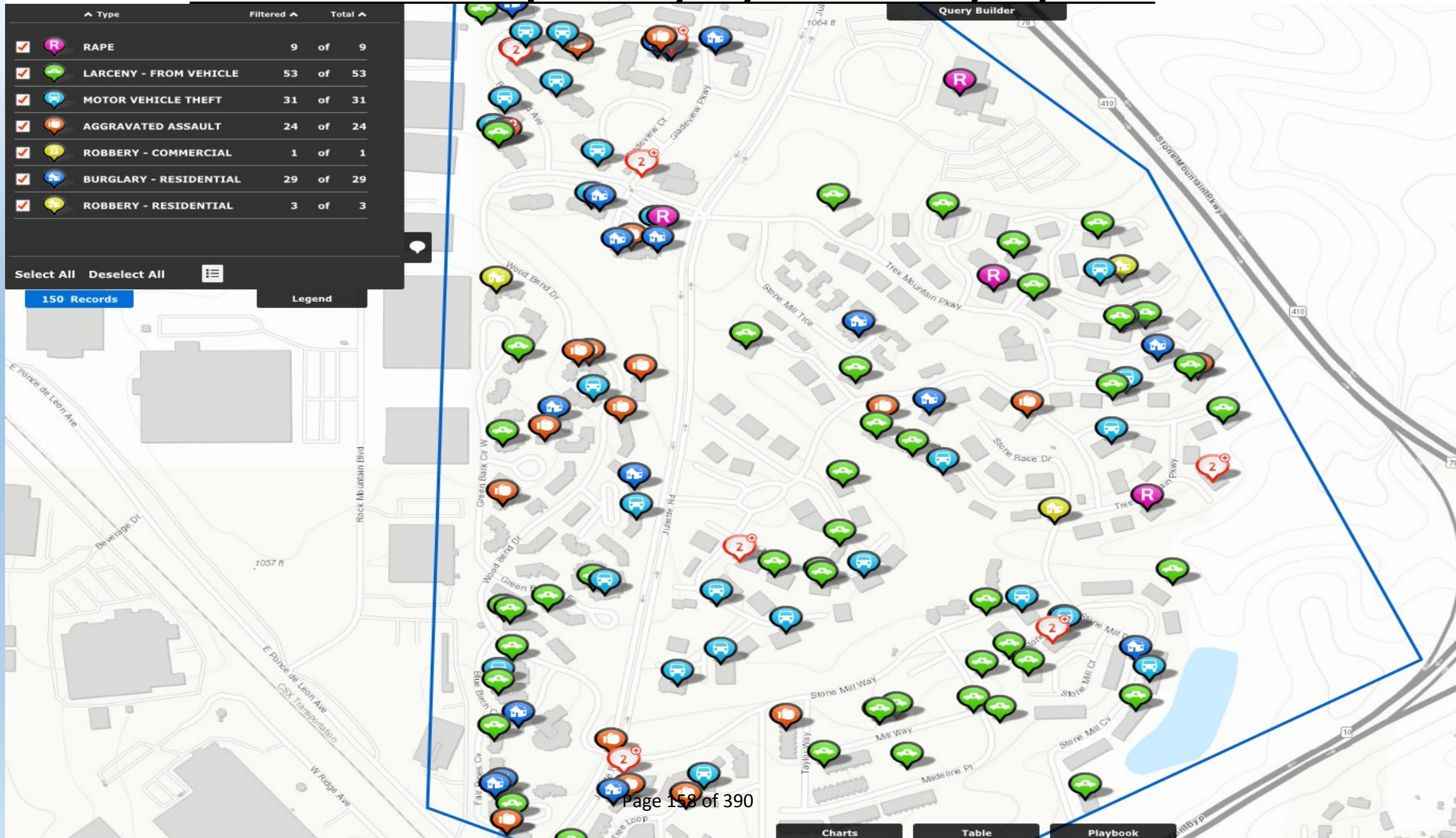
Part 1 Crimes Map for 11/01/2020 to 11/01/2021

↑ Type Filtered ↑ Total ↑

<input checked="" type="checkbox"/>		RAPE	9	of	9
<input checked="" type="checkbox"/>		LARCENY - FROM VEHICLE	53	of	53
<input checked="" type="checkbox"/>		MOTOR VEHICLE THEFT	31	of	31
<input checked="" type="checkbox"/>		AGGRAVATED ASSAULT	24	of	24
<input checked="" type="checkbox"/>		ROBBERY - COMMERCIAL	1	of	1
<input checked="" type="checkbox"/>		BURGLARY - RESIDENTIAL	29	of	29
<input checked="" type="checkbox"/>		ROBBERY - RESIDENTIAL	3	of	3

Select All Deselect All Legend

150 Records



Part 1 City Crime Summary Year 2019 to 2020 & 2020 to 2021

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Selected Crimes	11/2019 - 11/2020	11/2020 - 11/2021	Difference	% Change
Homicide	1	0	-1	-100%
Aggravated Assault	11	24	13	118%
Robbery – Pedestrian	1	0	-1	-100%
Robbery – Business	0	1	1	100%
Robbery – Residential	2	3	1	50%
Rape or Attempt	4	9	5	125%
Burglary Residential	16	29	13	81%
Burglary – Business	0	0	0	0%
Auto Theft	20	31	11	55%
Entering Autos	19	53	34	179%
Violent Crime:	95%	Property Crime:	105%	

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF 1250 RICHARDSON STREET IN LAND LOT 125 OF THE 18th DISTRICT FROM M TO RSM (RZ-21-0008).

WHEREAS: Notice to the public regarding said rezoning 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 March 14, 2022 and April 11, 2022;

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

WHEREAS: The Mayor and City Council has reviewed the rezoning request based on the criteria found in Section 46-1560 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 April 11, 2022 hereby ordains and approves Rezoning 21-0008 with no conditions.

So effective this 11th day of April 2022.

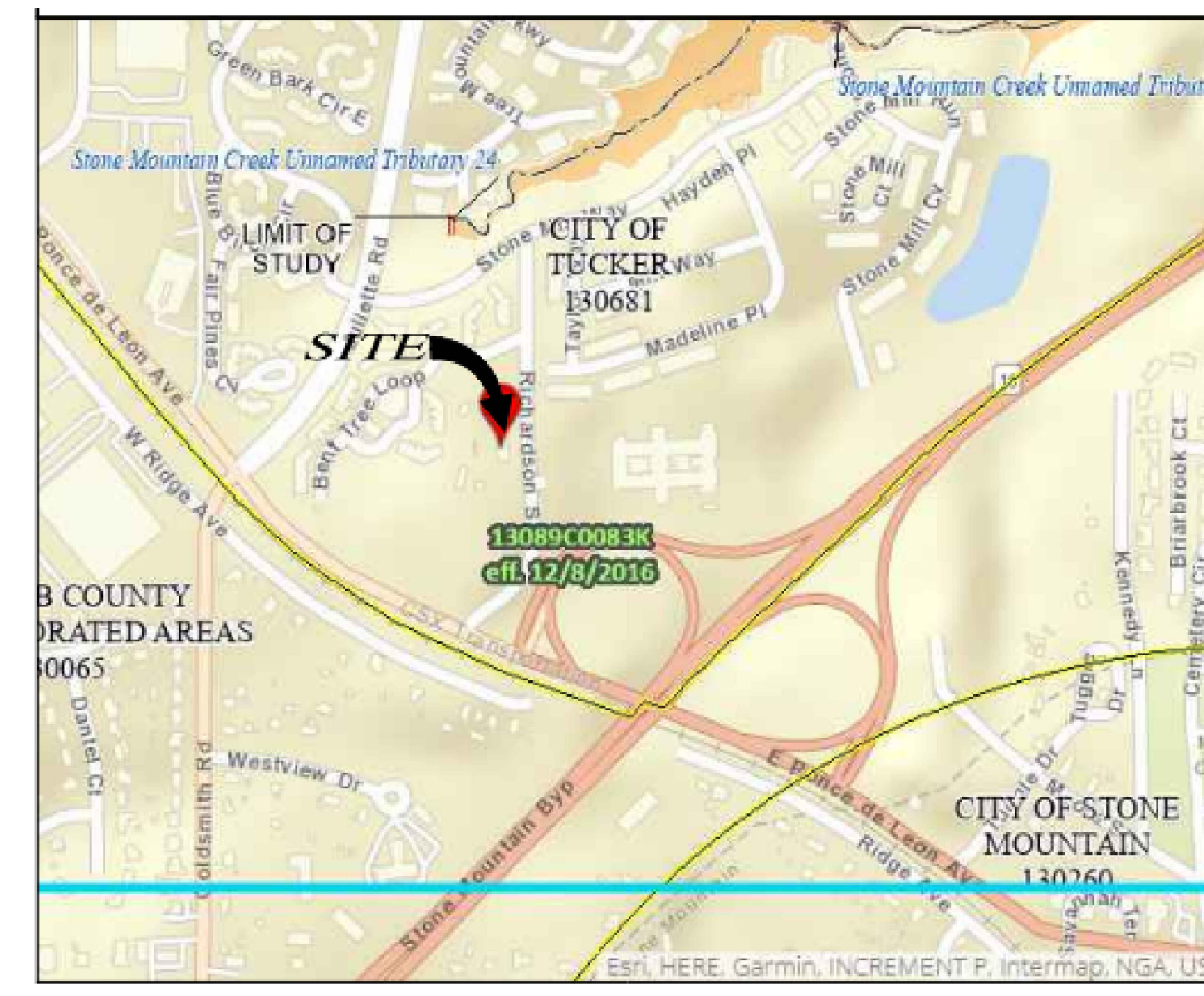
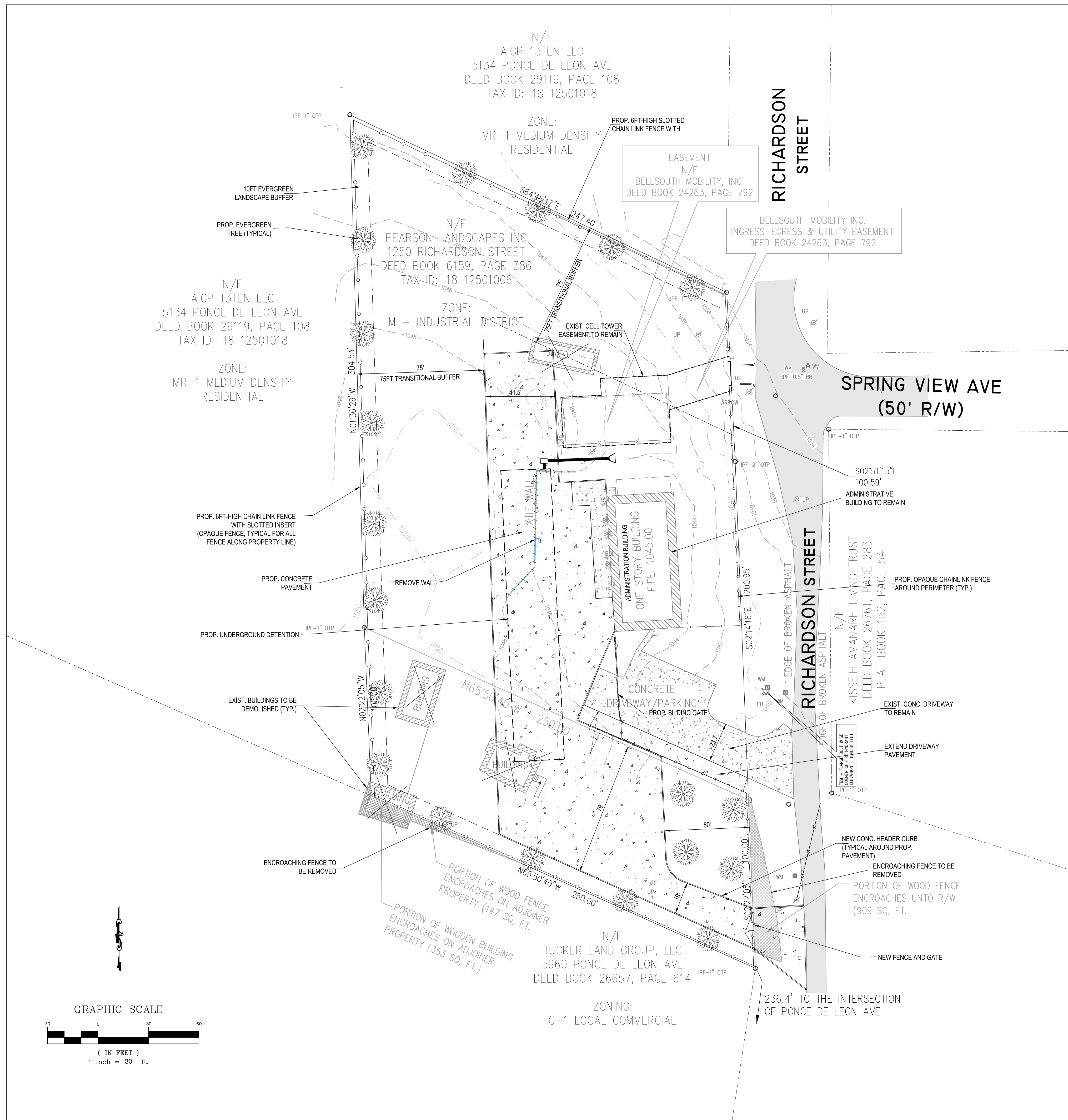
Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL



SITE LOCATION MAP
SCALE: N.T.S.

PROJECT INFORMATION

SITE LOCATION: 1220 & 1250 RICHARDSON STREET, TUCKER, GA
 PARCEL ID: 18 125 01 005 & 18 125 01 106
 LAND LOT: 125
 DISTRICT: 18
 ZONING: M
 SITE AREA: 2.06AC
 DISTURBED AREA: 0.77AC

IMPERVIOUS AREAS:
 EXIST. BUILDINGS: 3,228SF
 EXIST. WALKWAYS: 872SF
 EXIST. DRIVEWAY: 3,365SF
 PROP. PAVEMENT: 19,428SF
 PROP. DRIVEWAY: 1,114SF
 TOTAL IMPERVIOUS: 28,007SF (0.64AC)
 LOT COVERAGE: 0.64/2.06 = 31%

PROJECT DESCRIPTION

THE PROJECT WILL OCCUPY TWO ADJACENT LOTS, WITH A COMBINED AREA OF 2.06 ACRES. THE SITE IS CURRENTLY DEVELOPED WITH A MAIN ADMINISTRATIVE BUILDING, SEVERAL AUXILIARY BUILDINGS, CONCRETE DRIVEWAY AND GRAVEL PAVEMENT. THE SITE IS CURRENTLY BEING USED FOR CONSTRUCTION VEHICLE PARKING.

THE PROPOSED CONSTRUCTION WORK WILL INCLUDE:
 (1) REMOVE ALL EXISTING WOODEN AND CHAIN LINK FENCES
 (2) REMOVE THE AUXILIARY BUILDINGS
 (3) INSTALL NEW CHAINLINK FENCE WITH SLOTTED INSERTS ALONG THE PERIMETER OF THE PROPERTY
 (4) INSTALL NEW PAVEMENT AND A NEW DRIVEWAY
 (5) INSTALL STORMWATER MANAGEMENT FACILITY, STORM INLETS AND PIPES
 (6) LANDSCAPING, INCLUDING PLANTING WITHIN REQUIRED TRANSITIONAL BUFFERS.

CONCEPTUAL SITE PLAN

DATE: 3/30/2022	SCALE: AS SHOWN	DESIGNED BY: SMC	REVISION:
SHEET	DRAWN BY: CK	CHECKED BY:	DATE: REV. NO.
OF SHEETS	APPROVED BY: SMC		
DRAWING NO.:			

CIVITECH CONSULTING, LLC
 4221 GRANT FOREST CIRCLE
 ELLENWOOD, GA 30294
 TEL: 770-756-4699

CIVITECH CONSULTING

RICHARDSON STREET CONCEPT PLAN
 1220 & 1250 RICHARDSON STREET
 TUCKER, GA, DEKALB COUNTY

CONCEPTUAL, NOT ISSUED FOR CONSTRUCTION



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: Tami Hanlin, City Manager
Date: October 5, 2022
RE: Memo for 1250 Richardson Street Rezoning

Description for on Agenda:

First read and public hearing of an Ordinance to the Mayor and City Council for a City Initiated Rezoning (RZ-21-0008) at 1250 Richardson Street.

Issue:

1250 Richardson Street has been identified for potential rezoning as it currently zoned M (Light Industrial) and is located in the Suburban Character Area of the Comprehensive Plan. The property is on the western side of Richardson Street, south of its intersection with Spring View Avenue and north of its intersection with E Ponce de Leon Avenue. The subject property is a medium sized, developed parcel, with a wireless communications tower, a metal building, and concrete parking areas. The subject property is owned by and was previously used for Pearson Landscapes Inc., a landscaping company. The owners closed the business in 2020 and the site is being used for storage by the neighboring owner of 1220 Richardson Street.

Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. The Suburban Character Area allows residential development of 4-6 units per acre, and on this parcel, up to 6 units per acre would be appropriate given its location and densities of the neighboring properties.

Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole.

Recommendation:

Recommend rezoning to RSM.

Background:

This case is one of eight rezonings that was initiated by the city in 2021. Six rezonings were approved by Mayor and City Council in December of 2021. RZ-21-0007 and RZ-21-0008 have been deferred several times.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF 1250 RICHARDSON STREET IN LAND LOT 125 OF THE 18th DISTRICT FROM M TO RSM (RZ-21-0008).

WHEREAS: Notice to the public regarding said rezoning 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 October 10, 2022 and November 14, 2022;

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

WHEREAS: The Mayor and City Council has reviewed the rezoning request based on the criteria found in Section 46-1560 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 November 14, 2022 hereby ordains and approves Rezoning 21-0008 with no conditions.

So effective this 14th day of November 2022.

Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL



City of Tucker

Land Use Petition: RZ-21-0008

Date of Staff Recommendation Preparation: October 7, 2021

Planning Commission: October 21, 2021

Mayor and City Council, 1st Read: November 8, 2021

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

PROJECT LOCATION:	1250 Richardson Street
APPLICATION NUMBER	RZ-21-0008
DISTRICT/LANDLOT(S):	Land District 18, Land Lot 125
ACREAGE:	1.64 acres
EXISTING ZONING	M (Light Industrial)
PROPOSED ZONING	RSM (Small Lot Residential Mix)
EXISTING LAND USE	Former Landscaping Business
FUTURE LAND USE MAP DESIGNATION:	Suburban
OVERLAY DISTRICT:	N/A
APPLICANT:	City of Tucker
OWNER:	Pearson Landscapes, Inc.
PROPOSED DEVELOPMENT:	None
STAFF RECOMMENDATION:	Approval

UPDATE

This case was deferred by Mayor and City Council at their April 11, 2022 meeting. An LDP was submitted for 1220 and 1250 Richardson Street on July 20, 2022.

Project Data and Background

The City of Tucker strives to follow the goals and policies of the Tucker Tomorrow Comprehensive Plan, which include bolstering the economic base, improving transportation connections, and preserving and improving neighborhoods. This includes enhancing zoning to preserve existing neighborhoods; guiding future development to the most appropriate places; and implementing other measures to enhance neighborhoods such as improving external and internal connections.

In the City of Tucker's Zoning Ordinance Article 7 (*Administration*), Division 3 outlines Zoning and Comprehensive Plan Amendments and Procedures. Section 46-1556 states that in addition to property owners of a subject property having the opportunity to initiate rezoning, a proposed amendment to the text of this chapter, the official zoning map, or the comprehensive plan may be introduced by the planning and zoning director. City initiated rezoning's can occur for various reasons including resolving discrepancies between zoning districts and the comprehensive plan character areas, changing conditions, or the implementation of new zoning districts.

1250 Richardson Street has been identified for potential rezoning as it currently zoned M (Light Industrial) and is located in the Suburban Character Area of the Comprehensive Plan. The property is on the western side of Richardson Street, south of its intersection with Spring View Avenue and north of its intersection with E Ponce de Leon Avenue. The subject property is a medium sized, developed parcel, with a wireless communications tower, a metal building, and concrete parking areas. The subject property is owned by and was previously used for Pearson Landscapes Inc., a landscaping company. The owners closed the business in 2020 and the site is being used for storage by the neighboring owner of 1220 Richardson Street.

Article 1 of the City of Tucker zoning ordinance outlines the relationship between the Comprehensive Plan and zoning districts. Table 1.2 Character Areas and Permitted Zoning Districts states that the following zoning districts are appropriate in the Suburban Character Area: RE, RLG, R-100, R-85, R-75, R-60, RNC, MHP, and RSM. M (light industrial) zoning is neither a permitted zoning district or an appropriate designation given the surrounding residential development in the Juliette Road/Richardson Street corridor.

The City of Tucker has been working to improve crime and resolve property issues in the Juliette Road/Richardson Street corridor, including trying to provide better access to the community along Richardson Street and ensuring development is compatible with the goals of the Comprehensive Plan. This city-initiated rezoning is one step in the process to improve the neighborhood and protect its residents by ensuring the use and zoning of the parcel is compatible with the Comprehensive Plan and the surrounding area.

Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. The Suburban Character Area allows residential development of 4-6 units per acre, and on this parcel, up to 6 units per acre would be appropriate given its location and densities of the neighboring properties.

Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole.

A moratorium (R2021-09-16) for all M (light industrial) properties in the area bounded by E. Ponce De Leon Avenue, Juliette Road, US. 78 and Georgia 10 was put into effect on September 13, 2021 so that the city could study the area and draft the proposed zoning amendments. The moratorium is in effect until December 14, 2021. A certified letter was sent to the property owner, Pearson Landscapes, LLC, regarding the justification for, and timeline of the rezoning process. City staff has met with the owners to discuss the rezoning process and options for the property. Staff will continue to communicate with the owners of the property throughout the public hearing process.

CHARACTER AREA (Future Land Use)

The subject parcel is in the Suburban Character Area on the Future Land Use Map. Primary Land Uses in the Suburban Character Area include single-family residential, townhomes, lower density multi-family uses, and institutional uses, such as places of worship and schools. Development strategies include:

- Giving special care to managing land use transitions along the periphery of residential neighborhoods to ensure that new development does not diminish the character of existing neighborhoods.
- Enhancing the quality of residential neighborhoods by adding traffic calming improvements, sidewalks, and increased street interconnections to improve walkability within existing neighborhoods.

The Suburban Character Area aligns with the ‘Preserve and Improve Neighborhoods’ goal of the comprehensive plan.

NEARBY/SURROUNDING LAND ANALYSIS

Adjacent & Surrounding Properties	Zoning (Petition Number)	Existing Land Use
Adjacent: North	MR-1	East Ponce Village Apartments
Adjacent: East	M	Undeveloped
Adjacent: South	M	Undeveloped
Adjacent: West	MR-1	East Ponce Village Apartments

Rezoning (RZ-21-0008)

Criteria (standards and factors) for rezoning decisions are provided in Section 46-1560 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.

1. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.

The proposed zoning classification meets the policy and intent of the Tucker Tomorrow comprehensive plan. Rezoning this parcel to RSM (Small Lot Residential Mix) would align the parcel with surrounding zoning districts and would allow it to be consistent with the Suburban Character Area. It would also meet the goal of preserving and improving neighborhoods.

2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.

The subject property is located within a pocket of industrially zoned properties, surrounded by parcels zoned MR-1 (Medium Density Residential – 1) that are developed as multifamily and single-family attached residential uses. If 1250 Richardson Street is rezoned to RSM (Small Lot Residential Mix), it would permit similar, compatible development to that which is existing nearby. The property abuts M (light industrial) zoned properties to the south and east, however those parcels are also being proposed for rezoning as part of this city-initiated process. M (light industrial) zoning does not align with the Suburban Character Area, the adjacent zoning districts, or the surrounding residential uses.

If the property was developed under RSM (Small Lot Residential Mix), it would align with the nearby and adjacent zonings. Rezoning this parcel from M (light industrial) to RSM (Small Lot Residential Mix) would allow for the possibility of future medium-density growth, compatible with existing nearby developments.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The subject property would have a reasonable economic use under both the M (light industrial) and RSM (Small Lot Residential Mix) zoning designations. Staff believes that rezoning the property will allow for the highest and best use of the property and would improve the neighborhood as a whole. Rezoning from M (light industrial) to RSM (Small Lot Residential Mix) also provides each landowner with more developable area, as transitional buffers would no longer be required.

4. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.

The proposed zoning will not adversely affect the existing use or usability of adjacent or nearby properties. Rezoning this parcel to RSM (Small Lot Residential Mix) will help to protect the nearby residential developments from possible negative impacts of industrially zoned properties.

5. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The City of Tucker's initiative to try and improve crime and resolve property issues in the Juliette Road/Richardson Street corridor is a condition that supports approving the zoning proposal.

6. Whether the zoning proposal will adversely affect historic buildings, site, districts, or archaeological resources.

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

7. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The proposed zoning will not result in excessive or burdensome use of existing street, transportation facilities, utilizes, or schools as no development is proposed. However, the city has recently acquired the northern portion of Richardson Street, which was privately owned, and is studying potential road improvement/connection projects.

8. Whether the zoning proposal adversely impacts the environment or surrounding natural resources.

The proposed zoning request will not adversely impact the environment or surrounding natural resources. Residential uses typically have less impact than a majority of industrial uses.

CONCLUSION

Staff finds that the proposed zoning district, RSM (Small Lot Residential Mix), aligns with the surrounding zoning districts, residential uses, and the Suburban Character Area. In order to be mindful of the surrounding neighbors and maintain zoning that matches the Suburban character area, this parcel should be compatibly zoned with those around it – RSM (Small Lot Residential Mix). This ensures the surrounding residents will not be negatively impacted by an encroaching industrial development.

Therefore, Staff recommends **APPROVAL** of the requested rezoning.

Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **APPROVAL** of Land Use Petition **RZ-21-0008**.

Planning Commission Recommendation

Based upon the findings and conclusions herein, at its October 21, 2021 public hearing, the Planning Commission recommends **APPROVAL** of **RZ-21-0008**.



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: Tami Hanlin, City Manager
Date: October 5, 2022
RE: Memo for Zoning Ordinance Text Amendment – Convenience Stores, Other

Description for on Agenda:

First read and public hearing of an Ordinance to the Mayor and City Council for a text amendment to Chapter 46: Zoning, including but not limited to convenience store regulations.

Issue:

Staff is proposing to amend the zoning ordinance regulations for convenience stores and other similar uses as part of the convenience store moratorium that City Council passed on July 11, 2022. Two other text amendments have been adopted by City Council relating to video surveillance requirements at convenience stores and regulations for coin operated amusement machines. Both of these text amendments were to Chapter 10: Businesses.

The moratorium and text amendments are an effort to address crime and other issues at these businesses throughout the city.

Recommendation:

Staff recommends approval of the text amendment.

Planning Commission recommends approval of the text amendment with additional streamlining or retail uses in the use table.

Summary:

Summary of Proposed Article 3 Changes:

- Remove grocery store as a permitted use in DT-1 and DT-3 as the proposed square footage contradicts the square footages allowed in these districts.
- Remove variety store as a line item in the DT use table as the use is not defined in Article 9 and the use is redundant with the other uses listed under retail.
- Remove the option for a SLUP for a convenience store in NL-4 as the use is not appropriate in this zoning district.
- Require a SLUP for convenience stores in NL-1, NL-2, and NL-3.
- Remove the option for a SLUP for a grocery store in NL-4 as the use is not appropriate in this zoning district.

- Remove variety store as a line item in the NL use table as the use is not defined in Article 9 and the use is redundant with the other uses listed under retail.

Summary of Proposed Article 4 Changes:

- Remove pawn shop, title loan as a permitted use in the OD zoning district.
- Require a SLUP for a pawn shop, title loan in the M zoning district.
- Remove variety store as a line item in the use table as the use is not defined in Article 9 and the use is redundant with the other uses listed under retail.
- Require a SLUP for a check cashing establishment, primary in the M zoning district.
- Remove check cashing establishment, accessory as a permitted use in C-1, M-2, and MU-1 through MU-5.
- Add supplemental regulations for convenience stores.

Summary of Proposed Article 9 Changes:

- Amend definitions for convenience store, gift shop, grocery store, retail, specialty store.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF TUCKER, GEORGIA, FOR THE PURPOSE OF AMENDING THE ZONING ORDINANCE FOR TUCKER, GEORGIA, INCLUDING REVISING ARTICLE 3 TO AMEND THE USE TABLE IN THE DOWNTOWN AND NORTHLAKE DISTRICTS FOR CONVENIENCE STORES AND OTHER SIMILAR USES; REVISING ARTICLE 4, TO AMEND THE USE TABLE FOR CONVENIENCE STORES AND OTHER SIMILAR USES; REVISING ARTICLE 4 TO ADD SUPPLEMENTAL REGULATIONS FOR CONVENIENCE STORES; AND REVISING ARTICLE 9, TO AMEND DEFINITIONS FOR CONVENIENCE STORE, GIFT SHOP, GROCERY STORE, RETAIL, SPECIALTY STORE.

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

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

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

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

WHEREAS, the Mayor and City Council wish to revise Table 3.1 in Article 3 to remove grocery store as a permitted use in DT-1, and DT-3, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Table 3.1 in Article 3 to remove variety store as a line item in the DT use table, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Table 3.9 in Article 3 to require a SP for a convenience store in NL-1, NL-2, and NL-3; and to prohibit convenience stores in NL-4, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Table 3.9 in Article 3 to prohibit a grocery store in NL-4, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Table 3.9 in Article 3 to remove variety store as a line item in the NL use table, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Article 4, Table 4.1 to remove pawn shop, title loan as a permitted use in OD, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Article 4, Table 4.1 to require a SP for pawn shop, title loan in M, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Article 4, Table 4.1 to remove variety store as a line item in the use table, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Article 4, Table 4.1 to require a SP for a check cashing establishment, primary in M, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Article 4, Table 4.1 to remove check cashing establishment, accessory as a permitted use in C-1, M-2, and MU-1 through MU-5, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to add supplemental regulations in Article 4 for convenience stores, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend definitions in Article 9 for convenience store, gift shop, grocery store, retail, specialty store, 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 October 10, 2022 and November 14, 2022; 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 November 14, 2022, hereby ordains and approves the amendment of Articles 3, 4, and 9 as shown in Exhibit A, which is attached to this ordinance.

So effective this 14th day of November 2022.

Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL

Sec. 46-985. Use regulations.

- (a) Table 3.1 indicates the permitted uses within DT districts.
- (b) The uses listed in table 3.1 are only permitted in the district identified, and no use may be established and no structure associated with such use may be erected, structurally altered or enlarged unless the use is permitted as:
 - (1) A permitted use (P);
 - (2) A special use (SP) subject to the special land use permit application procedures specified in article VII;
 - (3) An administratively approved use (SA) subject to the special administrative permit procedures specified in article VII;
 - (4) An accessory use (Pa) as regulated by article IV or the applicable DT district. Table 3.1 does not list all accessory uses but clarifies uses acceptable as accessory, though not typically considered principal uses for the zoning classification.
 - (5) Uses lawfully established prior to the effective date of this Division or this Zoning Ordinance, as applicable.
- (c) Multiple uses are allowed in a single building and on a single site.
- (d) Any use not listed in table 3.1 or interpreted to not be allowed by the community development director by section 46-1124 is not allowed. Any applicant denied a permit to allow a use of property in a DT district other than as provided in this section may file an appeal before the zoning board of appeals as provided in article VII.
- (e) Uses subject to additional regulations in article IV, division 2 of this chapter are indicated. Unless otherwise expressly stated, compliance with these regulations is required regardless of whether the use is permitted as-of-right, as an accessory use, by special administrative permit, or by special land use permit.

Table 3.1 Downtown District Allowed Uses				
Use	Downtown District			See Art. IV, Div. 2
	DT-1	DT-2	DT-3	
Retail				
Alcohol outlet, retail sales, primary or accessory (excludes wine retailer)				
Retail sales	P [2]	P	P [5]	
Apparel or accessories store	P [2]	P	P [5]	
Art gallery	P [2]	P	P [5]	
Book, greeting card, or stationery store	P [2]	P	P [5]	
Camera or photography	P [2]	P	P [5]	
CBD Shop				
Computer or computer software store	P [2]	P	P [5]	
Convenience store (see related uses e.g., alcohol outlet, fuel pumps accessory)				
Drive-through facilities (other than restaurants)		SP		✓
Farm or garden supply store	P [2]	P	P [5]	
Farmer's market, permanent	P [2]	P	P [5]	
Farmer's market, temporary/seasonal	SA	SA	SA	✓

Florist	P [2]	P	P [5]	
Fortune telling				
Specialty food stores (e.g., coffee, ice cream) (see alcohol outlet)	P [2]	P	P [5]	
Fuel dealers, manufacturers or wholesalers				
Fuel pumps, accessory		SP	SP	✓
Gift, novelty, or souvenir store	P [2]	P	P [5]	
Gold buying, precious metals	P [2]	P	P [5]	
Grocery stores (see alcohol outlet)	P [2]	P	P [5]	
Hardware store or other building materials store	P [2]	P	P [5]	
Hobby, toy or game store	P [2]	P	P [5]	
Jewelry store	P [2]	P	P [5]	
Music or music equipment store (retail)	P [2]	P	P [5]	
News dealer or news store	P [2]	P	P [5]	
Office supplies and equipment store	P [2]	P	P [5]	
Outdoor display (not including seating)		P	P	✓
Pawn shop, title loan				
Pet supply store	P [2]	P	P [5]	
Pharmacy or drug store (see alcohol outlet)	P [2]	P	P [5]	
Radio, television or consumer electronics store	P [2]	P	P [5]	
Retail warehouses/wholesales providing sales of merchandise with no outdoor storage		SP		
Specialty store	P [2]	P	P [5]	
Sporting goods or bicycle sale	P [2]	P	P [5]	
Tattoo establishment and piercing studio				
Thrift, secondhand, antique store	P [2]	P	P [5]	
Trade shops: electrical, plumbing, heating/cooling, roofing/siding, with no outside storage				
Vape shop				
—Variety store	P [2]	P	P [5]	
Wine retailer (< 5,000 sq. ft.)		P	P [5]	
Temporary Commercial Uses				
Temporary outdoor sales, seasonal	SA	SA	SA	✓
Temporary produce stand	SA	SA	SA	✓
Temporary outdoor retail sales	SA	SA	SA	✓
Temporary outdoor events	SA	SA	SA	✓
Temporary trailer, as home sales office or construction trailer	SA	SA	SA	✓
Restaurant/Food establishments				
Brewpub/beer growler		P	P [5]	
Catering establishments		P	P [5]	
Outdoor seating		P	P	✓
Restaurants (non-drive-thru)	P [2]	P	P [5]	
Restaurants with a drive-thru configuration		SP		✓
Hookah/vapor bar or lounge				
Transportation and Storage				

Bus or rail stations or terminals for passengers		SP	SP	
Heliport		SP	SP	✓
Parking, commercial lot	Pa	Pa	Pa	✓
Parking, commercial garage	Pa	Pa	Pa	
Taxi, ambulance or limousine service, dispatching or storage				
Taxi, ambulance, limousine dispatch office only (no vehicle parking)				
Taxi stand		P	P	
Transit shelter				
Services				
Adult day care center - 7 or more persons		SP	SP	✓
Adult day care facility - up to 6 persons		SP	SP	✓
Animal care specialist	P	P	P	
Animal hospitals, veterinary clinic		P	P	✓
Animal shelter/rescue center (4 or more)		P	P	✓
Banks, credit unions or other similar financial institutions	P	P	P	
Barbershop/ beauty salon or similar establishments	P	P	P	
Check cashing establishment, primary				
Check cashing establishment, accessory				
Child day care center (Kindergarten) - 7 or more persons		P	P	✓
Child day care facility - up to 6 persons	SP	SP	SP	✓
Coin laundry		P		
Pet daycare		P		✓
Pet grooming	P	P	P	✓
Dry cleaning agencies, pressing establishments, or laundry pick-up stations		P	P	
Fitness center	P	P	P	
Health spa		SP	SP	✓
Kennel, breeding or boarding				✓
Kennel, commercial				✓
Kennel, noncommercial				
Landscape business with no outdoor storage		P		
Massage establishment		SP	SP	✓
Mini-warehouse				
Multi-warehouse				
Outdoor storage, commercial				
Personal services establishment	P	P	P	
Photoengraving, typesetting, electrotyping	P	P	P	
Photographic studios	P	P	P	
Plumbing, HV/AC equipment establishments with no outdoor storage		P		
Publishing or printing establishments	P	P	P	
Quick copy printing store	P	P	P	

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(Supp. No. 11)

Table 3.1 Notes:

- [1] Only allowed on lots used for a single-family detached dwelling that meet the applicable minimum lot size requirements of article IV, division 2 of this chapter.
- [2] Not to exceed 5,000 square feet per use.
- [3] Permitted uses include all office uses, tutorial/educational services, retail, fine arts studios and/or galleries, and photographic studios. The minimum size of the live-work unit is 1,200 square feet with at least one-third of the unit must be designated for residential space.
- [4] A special land use permit is required when a multi-family use abuts a residential zoning district.
- [5] Uses along Main Street shall not exceed 10,000 square feet per use. Uses not along Main Street may not exceed 10,000 square feet per use unless approved by a special land use permit, however, special land use permits can only be requested for up to 15,000 square feet per use.
- [6] Telecommunications antennas must be incorporated in architectural features such as steeples, clock towers, water towers and attached to the top of high-rise buildings subject to the requirements of section 46-1194.

(Ord. No. O2019-04-15, exh. A(3.2.5), 6-26-2019; Ord. No. O2020-03-07 , exh. A, 3-23-2020; Ord. No. O2021-10-21 , Exh. A, 11-8-2021)

Sec. 46-1035. Use regulations.

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

Table 3.9 Northlake District Allowed Uses					
Use	Northlake District				See Art. IV, Div. 2
	NL-1	NL-2	NL-3	NL-4	
Retail					
Alcohol outlet, retail sales, primary or accessory (excludes wine retailer)	SP		P		✓
Retail sales	P	P	P	SP [2]	
Apparel or accessories store	P	P	P	SP [2]	
Art gallery	P	P	P	SP [2]	
Book, greeting card, or stationery store	P	P	P	SP [2]	
Camera or photography	P	P	P	SP [2]	
CBD Shop					
Computer or computer software store	P	P	P	SP [2]	
Convenience store (see related uses e.g., alcohol outlet, fuel pumps accessory)	<u>SP</u>	<u>SP</u>	<u>SP</u>	<u>SP [2]</u>	
Drive-through facility (other than restaurants)	SP	SP	SP		✓
Farm or garden supply store	P	P	P	SP [2]	
Farmer's market, permanent	P	P	P	SP [2]	
Farmer's market, temporary/seasonal	SA	SA	SA	SA	✓
Florist	P	P	P	SP [2]	
Fortune telling			P		
Specialty food stores (e.g., coffee, ice cream) (see alcohol outlet)	P	P	P	SP [2]	
Fuel dealers, manufacturers or wholesalers					
Fuel pumps, accessory	SP	SP	P		✓
Gift, novelty, or souvenir store	P	P	P	SP [2]	
Gold buying, precious metals	P	P			
Grocery stores (see alcohol outlet)	P	P	P	<u>SP [2]</u>	
Hardware store or other building materials store	P	P	P	SP [2]	
Hobby, toy or game store	P	P	P	SP [2]	
Jewelry store	P	P	P	SP [2]	
Music or music equipment store (retail)	P	P	P	SP [2]	
News dealer or news store	P	P	P	SP [2]	
Office supplies and equipment store	P	P	P	SP [2]	
Outdoor display	P	P	P		✓
Pawn shop, title loan					
Pet supply store	P	P	P	SP [2]	
Pharmacy or drug store (see alcohol outlet)	P	P	P	SP [2]	
Radio, television or consumer electronics store	P	P	P	SP [2]	
Retail warehouses/wholesales providing sales of merchandise with no outdoor storage	P		P		
Shopping center	P	P	P	P	
Specialty store	P				
Sporting goods or bicycle sale	P				
Tattoo establishment and piercing studio					
Thrift, secondhand, antique store					

Trade shops: electrical, plumbing, heating/cooling, roofing/siding, with no outside storage	P	P	P	SP [2]	
Vape shop					
Variety store	P	P	P	SP [2]	
Wine retailer (< 5,000 sq. ft.)	P	P	P	SP [2]	
Services					
Adult day care center - 7 or more persons	P	P	P	P	✓
Adult day care facility - up to 6 persons	P	P		P	✓
Animal care specialist	P	P	P		
Animal hospitals, veterinary clinic	P		P	P	✓
Animal shelter/rescue center					
Banks, credit unions or other similar financial institutions	P	P	P	P	
Barbershop/ beauty salon or similar establishments	P	P	P	P	
Check cashing establishment, primary					
Check cashing establishment, accessory					
Child day care center (Kindergarten) - 7 or more children	P	P	P	P	✓
Child day care facility - up to 6 children	P	P	P	P	✓
Coin laundry	P	P	P	P	
Pet day care		SP	SP		✓
Pet grooming	P		P	P	✓
Dry cleaning agencies, pressing establishments, or laundry pick-up stations	P	P	P	P	
Fitness center	P	P	P	P	
Health spa	SP	SP	SP	SP	✓
Kennel, breeding or boarding					✓
Kennel, commercial					
Kennel, noncommercial					
Landscape business with no outdoor storage	P	P	P	P	
Massage establishment	SP	SP	SP	SP	✓
Mini-warehouse					
Multi-warehouse		SP	SP		✓
Outdoor storage, commercial					
Personal services establishment	P	P	P	P	
Photoengraving, typesetting, electrotyping	P	P	P	P	
Photographic studios	P	P	P	P	
Plumbing, HV/AC equipment establishments with no outdoor storage	P	P	P	P	
Publishing or printing establishments	P	P	P	P	
Quick copy printing store	P	P	P	P	

Table 3.9 Notes:

- [1] Only allowed on lots used for a single-family detached dwelling that meet the requirements of article IV, division 2 of this chapter.

[2] Not to exceed 5,000 square feet per use unless approved by special land use permit. Not to exceed 10,000 square feet by special land use permit.

(Ord. No. O2019-04-15, exh. A(3.3.5), 6-26-2019; Ord. No. O2020-03-07 , exh. A, 3-23-2020; Ord. No. O2021-07-12 , Exh. A, 8-9-2021; Ord. No. O2021-10-21 , Exh. A, 11-8-2021)

Sec. 46-1125. Use table.

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

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

Table 4.1. Use Table

Key:

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

Table 4.1. Use Table																									
Use	R E	RL G	R- 10 0	R- 8 5	R- 7 5	R- 6 0	RS M	MR -1	MR -2	HR- 1,2, 3	MH P	RN C	O I	OI T	N S	C- 1	C- 2	O D	M	M -2	MU -1	MU -2	MU -3	MU - 4,5	See div. 2 of this artic le
COMMERCIAL																									
Retail																									

Alcohol outlet, retail sales, primary or accessory																	S P	S P	S P	P	P			SP	SP	SP	SP	✓
Apparel or accessories store																	P	P	P					P	P	P	P	
Art gallery								Pa	Pa	Pa							P	P	P	P				P	P	P	P	
Book, greeting card, or stationery store																	P	P	P	P				P	P	P	P	
Camera or photography																	P	P	P	P				P	P	P	P	
CBD Shop																		S P	S P			S P						✓
Computer or computer software store																	P	P	P	P				P	P	P	P	
Convenience store (see alcohol outlet or fuel pumps accessory)																		P	P	P	P	P		P	P	P	P	✓
Drive-through facilities (other than restaurants)													P			P	P	P	P	P	P							
Farm or garden supply store																	P	P	P	P	P			P	P			
Farmer's market, permanent													P	P		P	P	P	P	P	P		P	P	P	P	✓	
Farmer's market, temporary/seasonal	S A	SA	SA	S A	S A	S A	SA	SA	SA	SA	SA	SA	S A	SA	S A	S A	S A	SA	S A	S A			SA	SA	SA	SA	✓	
Florist													P a			P	P	P	P				P	P	P	P		
Fortune telling																		S P	P	P								
Specialty food stores (e.g., coffee, ice cream) (see alcohol outlet)													P a			P	P	P	P				P	P	P	P		

Retail, over 5,000 sf (see also shopping center)															P	P	P	P				P	P	P	P			
Retail warehouses/wholesales providing sales of merchandise with no outdoor storage																P	P	P	P				P	P	P	P		
Shopping center															P	P	P	P					P	P	P	P		
Specialty store															P	P	P	P					P	P	P	P		
Sporting goods or bicycle sale															P	P	P	P					P	P	P	P		
Tattoo establishment and piercing studio																S	P	P										
Thrift, secondhand, antique store																P	P											
Trade shops: electrical, plumbing, heating/cooling, roofing/siding, with no outside storage											P	P			P	P	P	P	P									
Vape Shop																S	S											✓
Variety store											P				P	P	P	P						P	P	P	P	
Wine retailer (<5,000 sq. ft.)															P	P	P							P	P	P	P	
Services																												
Adult day care center—7 or more																												✓
Adult day care facility—up to 6																												✓
Animal care specialist																												
Animal hospitals, veterinary clinic																												✓

Animal shelter/rescue center (4 or more)	S P															P	P	P	P						✓
Banks, credit unions or other similar financial institutions								Pa	Pa	Pa			P	P	P	P	P	P		P	P	P	P		
Barber shop/ beauty salon or similar establishments								Pa	Pa	Pa			P a	P	P	P	P	P		P	P	P	P		
Check cashing establishment, primary																S P		<u>S</u> P							✓
Check cashing establishment, accessory															P	P		P	P	P	P	P	P	P	✓
Child day care center (Kindergarten)—7 or more								P	P	P	P		P	P	P	P	P	P		P	P	P	P		✓
Child day care facility—up to 6	S P	SP	SP	S P	S P	S P	SP	SP	SP	P		SP	P	P	P	P	P	P				P	P	P	✓
Coin laundry								Pa	Pa	Pa					P	P	P				P	P	P		
Pet day care								SP	SP	SP						P	P		P	P	P	SP	SP	SP	✓
Pet grooming								Pa	Pa	Pa						P	P		P	P	P	P	P	P	✓
Dry cleaning agencies, pressing establishments, or laundry pick-up stations								Pa	Pa	Pa			P	P	P	P	P		P	P	P	P	P	P	
Fitness center	P a	Pa	Pa	P a	P a	P a	Pa	Pa	Pa	Pa	Pa		P	P	P	P	P		P	P	P	P	P	P	
Health spa													S P	SP	S P	S P	S P		S P		SP	SP	SP	SP	✓
Kennel, breeding or boarding	S P														P a	P a	P		P	P					✓
Kennel, commercial	S P															P	P		P	P					✓

Kennel, noncommercial	S P	SP	SP	S P	S P																		
Landscape business														P	P		P	P					
Massage establishment											S P	SP	S P	S P	S P				SP	SP	SP	SP	✓
Mini-warehouse														S P	S P	P	P	P					✓
Multi-warehouse														S P	S P	P	P	P					✓
Outdoor storage, commercial															P		P	P					✓
Personal services establishment							Pa	Pa	P		Pa	P	Pa	P	P	P		P		P	P	P	P
Photoengraving, typesetting, electrotyping															P		P	P	P	P			
Photographic studios											P	P	P	P	P		P		P	P	P	P	
Plumbing, HV/AC equipment establishments with no outdoor storage														P	P		P	P					
Publishing or printing establishments											P	P			P		P	P					
Quick copy printing store											P	P	P	P	P		P	P	P	P	P	P	

(Ord. No. 2016-06-07, att. (4.1.3), 7-11-2016; Ord. No. 2016-07-16, att. (4.1), 9-1-2016; Ord. No. 2016-10-37, att. (4.1), 11-14-2016; Ord. No. 2017-03-57, § 3, 3-27-2017; Ord. No. O2017-09-76, exh. A(4.1), 10-9-2017; Ord. No. O2018-03-7, exh. A(4.1), 4-9-2018; Ord. No. 2018-12-40, 1-14-2019; Ord. No. O2019-04-15, exh. A(4.1), 6-26-2019; Ord. No. O2020-03-07 , exh. A, 3-23-2020; Ord. No. O2021-07-12 , Exh. A, 8-9-2021; Ord. No. O2021-10-21 , Exh. A, 11-8-2021)

Sec. 46-1206. Convenience Stores.

All convenience stores shall be subject to the following requirements:

- (1) Storefronts along a public street shall allow views into the building interior for a depth of at least five feet.
- (2) No convenience store shall be located within 1,500 feet of any other convenience store. The measurement of distance for purposes of this subsection shall be from the front door of the structure to the front door of the structure along the shortest possible course (i.e., "as the crow flies"), regardless of any customary or common route or path or travel.
- (3) At least 10 percent of the sales floor area shall be dedicated to fresh or pre-packaged meats, fruits, vegetables, and dairy products. Prior to the commencement of business of any convenience store, a floor plan showing the designated sales floor area shall be submitted to the Community Development Director.
- (4) All convenience stores shall meet the applicable requirements of chapter 10.

Secs. 46-120~~7~~6—46-1222. Reserved.

ARTICLE IX. DEFINITIONS

Sec. 46-1775. Definitions.

Convenience store means any retail establishment under 10,000 square feet offering for sale items such as household items, newspapers and magazines, prepackaged food products, beverages, sandwiches and other freshly prepared foods, ~~and beverages~~, for off-site consumption. When a convenience store sells unopened alcoholic beverages, it is also considered to be an alcohol outlet. A convenience store may also include accessory fuel pumps. Excluded from this definition is any establishment providing automotive maintenance services or repairs.

Gift shop means a retail store where items such as art, souvenirs, antiques, jewelry, books, and notions are sold. The term "gift shop" does not include the sale of convenience retail goods.

Grocery store means a store that is 10,000 square feet or more where most of the floor area is devoted to the sale of food products for home preparation and consumption, which typically also offers other home care and personal care products, ~~and which is~~ A grocery store is substantially larger and carries a broader range of merchandise than convenience stores.

Retail means the sale of goods, wares or merchandise directly to the end-consumer. Other uses defined and regulated by this code shall not fall under "retail."

Specialty store means a store, usually retail, that exhibits and sells specific or specialized types of items or brand. For example, a specialty store may sell cellular phones or ~~organic food, or~~ video games exclusively. A specialty store is not a convenience store.

A RESOLUTION TO ADOPT THE CITY OF TUCKER OFFICIAL 2023 CALENDAR

WHEREAS, the Mayor and Council of the City of Tucker are authorized by the City Charter to adopt rules to govern the governance of its business; and

WHEREAS, the Mayor and Council desire to set the official 2023 calendar of meetings for the City Council and the Boards and Commissions of the City of Tucker; and

WHEREAS, the Mayor and Council desire to set the 2023 holidays for its employees and designate the days for which City Hall will be closed for business; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Tucker while at a regular meeting on October 10, 2022, the attached 2023 calendar is approved, and City Hall will be closed to the operations of business on the scheduled holidays. The attached calendar for 2023 shall be Exhibit A and shall be effective upon its adoption;

SO RESOLVED, this the 10th day of October, 2022.

APPROVED:

Frank Auman, Mayor

ATTEST:

Bonnie Warne, City Clerk

(seal)

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APPROVED:

Frank Auman, Mayor

ATTEST:

Bonnie Warne, City Clerk

(seal)

EXHIBIT A
2023
MEETING CALENDAR
 (DRAFT)

- Council Mtgs – 7:00 PM
- Planning Commission – 7:00
- Zoning Board of Appeals – 7:00
- DDA – 6:30

January							July						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30	31					23	24	25	26	27	28	29
							30	31					
February							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4			1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28					27	28	29	30	31		
March							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
April							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				
30													
May							November						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30		
June							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3						1	2
4	5	6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	11	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29	30		24	25	26	27	28	29	30
							31						

2023 City Hall Closures for Holidays

- JAN 2 * New Year's Day (1st)
- JAN 16 MLK Day
- FEB 20 Presidents Day
- MAY 29 Memorial Day
- JUN 19 Juneteenth
- JUL 4 Independence Day
- SEP 4 Labor Day
- OCT 9 Columbus Day (move CC Mtg)
- NOV 10 * Veteran's Day (11th)
- NOV 23 Thanksgiving Day
- NOV 24 Day after Thanksgiving
- DEC 26 * Christmas Eve (24th)
- DEC 25 Christmas Day

* observed

Federal Holidays plus Day After Thanksgiving and Christmas Eve plus one Floating Holiday

2023 Holiday Schedule

Date	Holiday
Monday, January 02 *	New Year's Day
Monday, January 16	Birthday of Martin Luther King, Jr.
Monday, February 20 **	Washington's Birthday
Monday, May 29	Memorial Day
Monday, June 19	Juneteenth National Independence Day
Tuesday, July 04	Independence Day
Monday, September 04	Labor Day
Monday, October 09	Columbus Day
Friday, November 10 *	Veterans Day
Thursday, November 23	Thanksgiving Day
Monday, December 25	Christmas Day

**If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our Federal Holidays – "In Lieu Of" Determination Fact Sheet at <https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination>.*

***This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.*



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks and Recreation
CC: Tami Hanlin, City Manager
Date: October 10, 2022
RE: Memo for Johns Homestead Park Preservation & Construction Plan Project (RFP 2022-016)

Description for on Agenda:

Johns Homestead Park Preservation & Construction Plan Project (RFP 2022-016)

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 restoration/preservation plan and construction documents. This plan will assist the City in taking the next step in restoring this historic home site and help procure possible funding.

Recommendation:

Staff recommends approving a contract, for a total of \$51,680.00 with Morrison Design to create a preservation/restoration plan with construction documents. We had 3 qualified bidders for this project that included bids from the Architectural Collaborative (\$110,260.00) and Lord Aeck Sargent (\$227,320.00).

Background:

With the impending improvements at JHP with the replacement of the dams and trail upgrades, this is a step forward and needed to continue with the historic preservation. This plan will assist in designating this portion of the park/home on the Registry and help in procuring historic preservation funding.

Summary:

This preservation plan will assist the City and stake holders determine the era of restoration. This will assist us in the overall plan to restore the house, outbuildings and create a period appropriate home site. It will also eventually assist in determining the use for this historic site.

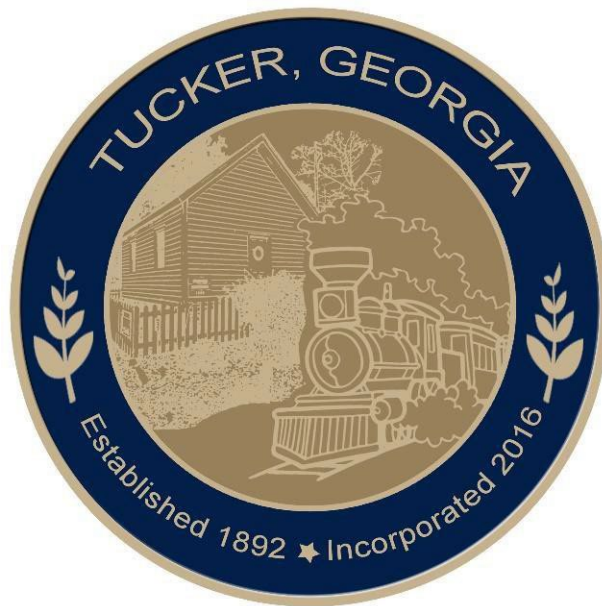
Financial Impact:

This project is fully funded through by monies provided from DeKalb Commissioner Steve Bradshaw for JHP park specific projects.

City of Tucker

Request for Proposals RFP# 2022-016

Johns Homestead Preservation Plan and Construction Documents



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 3008

City of Tucker
RFP #2022-016
JOHNS HOMESTEAD PRESERVATION PLAN AND CONSTRUCTION
DOCUMENTS

INVITATION: The City of Tucker is accepting proposals from qualified architects to develop a preservation plan and construction documents for the rehabilitation/restoration of the historic house and outbuildings at Johns Homestead Park in Tucker, Georgia. Proposals will be considered from any professional firm with experience and success in preparing architectural drawings for historic structures of similar sizes and scope for local governments or private organizations. Addenda and updates to this bid manual will be posted on the City of Tucker website <http://tuckerga.gov> or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Bid Issued	August 30, 2022
Pre-Bid Conference	September 6, 2022 at 10:00am
Deadline for Questions	September 13, 2022 4:00pm
Responses to Questions Posted (Addenda)	September 15, 2022 4:00pm
Bid Deadline	September 27, 2022 at 2pm
Anticipated Award at Council Meeting	October 10, 2022

SCOPE OF WORK: The consultant shall perform historical research on the site to create a preservation plan and provide architectural design services and construction documents for the Homestead buildings Refer to Exhibit A.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov reference Bid #2022-016.

PRE-BID CONFERENCE: The City will hold a mandatory pre-proposal meeting on September 6, 2022, at 10:00 AM (EST) at:

Parks & Recreation Office
 4898 Lavista Road
 Tucker, GA 30084

Meeting may be followed by a site visit to Johns Homestead site

ADDENDA: Responses to the questions received will be by addenda and will be posted on the City website www.tuckerga.gov. The signed acknowledgement issued with the addendum must be submitted with the proposal. It is the vendors responsibility to verify if any addenda were created.

SUBMITTAL REQUIREMENTS: Proposals will be received until 2:00 PM (EST) on September 27, 2022, via digital submission to procurement@tuckerga.gov referencing RFP #2022-016.

BID TABULATION: Preliminary Bid results will be posted on the City’s website www.tuckerga.gov.

Your response must be received by the date and time specified. (Addenda will show any schedule updates) Late receipt of bids will not be considered regardless of postmark/carrier or email issues. Proposals received after the opening time will be filed unopened. The City of Tucker reserves the right to reject any and all proposals or any part, to waive any formalities or informalities to make an award and to re-advertise in the best interest of the City. No proposals received orally/phone.

The City reserves the right to reject any or all proposals, to waive informalities, and to re-advertise.



EXHIBIT A

BACKGROUND

Located along the Lawrenceville Highway frontage of the 50-acre Johns Homestead Park, the Johns Homestead is believed to have been built between 1829 and 1832. The existing main wood structure was originally a side gable single pen, later turned into a saddlebag house. The later additions to the house were demolished around 2008 and later due to irreparable damage. The building maintains a brick exterior chimney in the center of the roof and has an accessible attic. The house was built by the John B Johns Sr. on Land Lot 165 and was inhabited continuously by the family until the 1980's and is eligible for listing on the National Register. The structure is one of the oldest standing structures in Dekalb County and in 2016, the Homestead site was included on the Georgia "Places in Peril" list, which brings attention to historic sites that need protection.

The house is in poor condition. In order to slow deterioration and discourage vandalism, the City has stabilized the porch with lumber bracing, boarded up window openings with plywood, patched areas of roofs with additional metal roofing and installed chain link fencing around the structure.

Adjacent to the main structure on the site are four buildings that are believed to date from the late 1800s and early 1900s. These structures include a dairy house, well house, potting shed and an equipment shed. The dairy house is a rammed-earth structure and is the only documented rammed-earth style traditional structure in the state of Georgia. There is a well house containing the original well for the property, a wooden equipment shed and workshop and a small potting shed with a partial rammed-earth foundation.

The City of Tucker intends to stabilize and rehabilitate the structures for historical interpretation, education and visitation by appointment. The project is funded by the City through allocations from Dekalb County. There are no special funding requirements.

OBJECTIVES

The project objectives include the following:

- Develop a preservation plan to restore/rehabilitate the house and out-structures to an appropriate period of historical significance.
- Develop a program that identifies anticipated access and uses for the homestead. The program should include the site facilities (immediate surroundings), the buildings/structures, and any

proposed activities.

- Develop construction documents for the restoration/rehabilitation of the house and out-structures based on the preservation plan and proposed program.
- The construction documents shall be drafted such that they identify discrete phases of work that can be achieved as 3-5 stand-alone construction projects. Phasing recommendations should be prioritized based on the priorities of the stakeholder committee, available funding and the expertise and recommendations of the design consultant.

RESOURCES

The following list of resources will be made available to the design consultant for use, as needed, on this project:

- *The Johns Homestead History, Genealogy and Records*, compiled by Parks, Bond and Greenspace Office, DeKalb County, Georgia, Spring 2008.
- *City of Tucker Recreation and Parks Master Plan*, prepared by Barge Design Solutions, May 2019.
- *Johns Homestead – Temporary Shoring Plans*, prepared by Palmer Engineering Company, September 9, 2019.
- GDOT Archaeology related to the I-285 Express Lane Project. *This information will be made available if and only if it has been provided to the City of Tucker, or the Friends of Johns Homestead Park. At the time of this publishing, GDOT has not committed to providing this information.*

SCOPE OF WORK

The consultant shall perform historical research on the site to create a preservation plan and provide architectural design services and construction documents for the Homestead buildings. The selected consultant shall furnish all expertise, labor and resources to provide the services necessary to complete the Work as described herein.

TASK 1: Historical Research & Preservation Plan

- Historical Research shall include, but not be limited to, the following:
 - Basic history of the Johns family.
 - Historical development and evolution of the property since the establishment of the Johns Homestead in the 1820's.
 - Historical development and construction of the primary house and outbuildings.
 - Evaluation of the Period(s) of Historical Significance.
- Preservation Plan shall include, but not be limited to, the following:
 - Recommendations for the intended period(s) of historical significance for restoration.
 - Programming recommendations to identify the intended uses for the site and structures.
 - Conditions Assessment
 - Physical description of the exterior material components including, foundation, stone, brick, windows, doors, porches, trim, cornice, roof, chimneys etc.

- Detailed field documentation of existing interior features finishes and materials for each room in the house as well as each out building.
 - Identification of areas of deterioration for floors, walls, ceilings, doors, windows, trim, fireplaces, and other architectural features.
 - Structural evaluations, if required, beyond the Temporary Shoring plans prepared by Palmer Engineering.
 - Digital photographs of the buildings, site, and setting. Include all exterior elevations and significant details as well as interior spaces and significant interior details.
 - Measured drawings to include all exterior elevations, floor plans, roof plans and interior wall elevations. Provide drawings in Autocad or Revit format.
 - Prioritized recommendations for treatment/repair for individual items within the primary house and outbuildings.
 - Opinion of probable cost for each treatment/repair recommendation.
- Accessibility analysis of existing conditions with prioritized recommendations to address ADA compliance issues within the building, based on the proposed use.
- All recommendations must be consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties. The consultant shall consider the potential impact of recommended treatments and avoid significantly altering the property’s historic character and context.
- The consultant shall assume three (3) client/stakeholder coordination/review meetings during this Task:
 - Upon completion of the Historical Research
 - Upon completion of the Draft Preservation Plan
 - Upon completion of the Final Preservation Plan
- Consultant shall present plan before the Mayor & Council at a regularly scheduled public hearing.
- Final Deliverables shall include:
 - One (1) hard copy of all meeting minutes and project records in a 3-ring binder.
 - Three (3) hard copies of the final report, including the historical research and preservation plan. Report shall be spiral bound with protective covers.
 - One (1) digital copy of each plan, report and other pertinent documents saved to a USB flash drive. Digital copies shall include source files as well as PDFs.

TASK 2: Design, Construction Documents & Phasing Plan

- Schematic Design
 - Develop design strategies and building treatments.
 - *Attend Client/Stakeholder review meeting.*
- Design Development Plans (50%)
 - Architectural drawings.
 - Plans
 - Sections

- Elevations
 - Life Safety Plans
 - ADA details
- Structural and Electrical Engineer drawings. (No mechanical or plumbing to be required.)
- Outline specifications.
- Opinion of probable construction costs for budgeting purposes.
- *Attend Client/Stakeholder review meeting.*
- Construction Documents (90%)
 - Architectural drawings.
 - Plans
 - Sections
 - Elevations
 - Life Safety Plans
 - ADA details
 - Structural and Electrical Engineer drawings. (No mechanical or plumbing to be required.)
 - Written technical specifications.
 - Updated budget estimate.
 - *Attend Client/Stakeholder review meeting.*
- Construction Documents (100%)
 - Develop a final set of plans and specifications for pricing and permitting.
- Multi-year preventive maintenance schedule including exterior, interior, and monitoring recommendations.
- Phasing Plan
 - Identify discrete projects within the overall plans, which could feasibly be completed on a stand-alone basis.
 - Work with the city and stakeholders to determine a list of prioritized phases and identify a Phase 1 project for implementation.
- Final Deliverables shall include:
 - One (1) full-size hard copy of the final construction documents.
 - One (1) half-size hard copy of the final construction documents.
 - One (1) hard copy of the maintenance schedule and phasing plan, bound with protective covers.
 - One (1) digital copy of plans and reports saved to a USB flash drive. Digital copies shall include source files as well as PDFs.

Upon completion of the scope listed above, the City will evaluate the remaining funds available for the project and determine if it will proceed with the implementation of Phase 1. If the City decides to move forward, it will request that the consultant provide a proposal for permitting assistance, bid document preparation, bidding assistance and construction administration services for Phase 1.

MEETINGS

Upon award of the project, the City will establish a stakeholder committee made up of City staff and

key representatives from various groups such as The Friends of Tucker Parks, Friends of Johns Homestead and The Tucker Historical Society. The consultant will meet with the stakeholder committee at various stages of the project as outlined in the Scope of Work. The stakeholder committee will provide guidance for the project and will serve as liaisons to the public. City staff will be the final decision makers for the project.

In addition to meetings with stakeholders and City staff, the consultant will be required to attend and present the final plans and reports at one Mayor & Council public hearings, which will be held at City Hall. The public will have the opportunity to comment on the plans during these hearings. The consultant will make any adjustments, as needed, at the direction of city staff.

PROPOSAL REQUIREMENTS

This request for proposals is intended to provide interested consultants with an opportunity to demonstrate their ability to perform the required tasks. The content of the proposal should respond to information presented in this Request for Proposals. Each proposal should contain the following information, and adhere to the following format:

Qualifications

1. A company profile including the following information:
 - Firm description (including legal structure of the company and date of organization)
 - General statement of qualifications
 - Firm's address
 - Primary contact
 - Number of full-time employees
 - Number of full-time registered architects
 - Relevant honors and awards
 - Any pending or outstanding judgements, arbitration proceedings, or lawsuits against the firm, which exceed \$75,000. (If yes, please provide an explanation.)
2. Your firm's philosophical approach to historic restoration projects of this type.
3. Project understanding and detailed scope of work, including any services you feel are necessary, but not specifically identified in this RFP.
4. An organizational chart indicating any subconsultants and key personnel with roles and responsibilities.
5. Resumes of your firm's key personnel with qualifications and relevant experience.
6. Company descriptions and resumes for key personnel of any subconsultants on your team.
7. At least three (3) examples of successfully completed projects of a comparable nature. Project summaries should include photographs, a description of the project, your firm's roles and responsibilities, approximate project budget, client contact (name, position, email, phone).
8. The names, positions, addresses, telephone and email addresses of at least three (3) references, preferably from the projects cited above, who may be contacted regarding the work done by the firm on comparable projects.
9. Current business licenses and professional registration.

10. Completed Contact Information Form (attached)
11. Completed W-9 (attached)
12. Certificate of Insurance (COI) showing City of Tucker (1975 Lakeside Parkway, Suite 350, Tucker, GA 30084) as Certificate Holder
13. Completed E-verify Affidavit form (attached).
14. Completed City Disclosure Form (attached).

Cost Proposal

1. A lump sum fee for Task 1 and Task 2.
2. A list of current hourly billing rates for all staff levels participating in the project.
3. An allowance for reimbursement of direct expenses incurred while performing this work.
4. A statement indicating that the proposal will be valid for ninety (90) days from the date by which proposals are due for submission.

A sample contract document is enclosed for your information. Please do not return with submittal documents.

SUBMITTAL REQUIREMENTS

In the email containing the RFP Response and the Cost Proposal, please include the following information:

City of Tucker: RFP #2022-0016

Attn: Procurement

Vendor Name:

Vendor Contact information:

RFP Responses shall be emailed digitally to the following email address:
procurement@tuckerga.gov, Reference RFP #2022-016

RFP Response shall be submitted as a pdf file labeled:
"RFP 2022-016 Johns Homestead Preservation Plan Proposal"

Cost Proposal shall be submitted as a separate pdf file, labeled:
"RFP 2022-016 Johns Homestead Preservation Plan Cost Proposal"

Responses must be received by the date and time specified.

EVALUATION AND SELECTION CRITERIA

The city will review all proposals submitted. The city, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal who is deemed to be the most advantageous to the city, price and other factors being considered. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

1. *Project Understanding and Approach – 30 points*
Successful proposers will demonstrate an understanding of the magnitude of the task, the

constraints, and the desired outcomes for the project.

2. *Similar Experience – 30 points*

Successful proposers will have experience completing similar projects which should be demonstrated by providing case studies (of no more than two pages a piece) describing three projects that best match the scope and desired outcomes for this project. Each case studies should highlight any similarities to the proposed Tucker project. For each case study, a reference and contact information should be provided. The city may request samples of the comparative works during the proposal review process.

3. *Project Personnel – 30 points*

Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or in fields necessary to complete the proposed scope of work. The project manager shall be specifically named, as well as their availability for this project.

4. *Pricing – 10 points*

Successful proposers will provide their most competitive estimate.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONTRACTOR AFFIDAVIT

(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):

- Solicitation: _____
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

Contact Information Form

Please fill out this sheet with the appropriate contact information for your company.

Full Legal Name of Company: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: _____

Federal Employee ID Number (FEIN): _____

CITY OF TUCKER DISCLOSURE FORM: RFP# 2022-016

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:

**Please complete and email to
procurement@tuckerga.gov**

SURVEY NOTES

EQUIPMENT USED:
A TOPCON 223 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.
CLOSURE STATEMENT:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 199,949 FEET.
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE OF ONE FOOT IN 44,574 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING.
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.
RINDT-McDUFF ASSOCIATES, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.
FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON MAY 13, 2004.

SURVEYORS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES, THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (A) IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR THE STATE OF GEORGIA AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY THE STATE OF GEORGIA AND IN EFFECT ON THE DATE OF THIS CERTIFICATION).

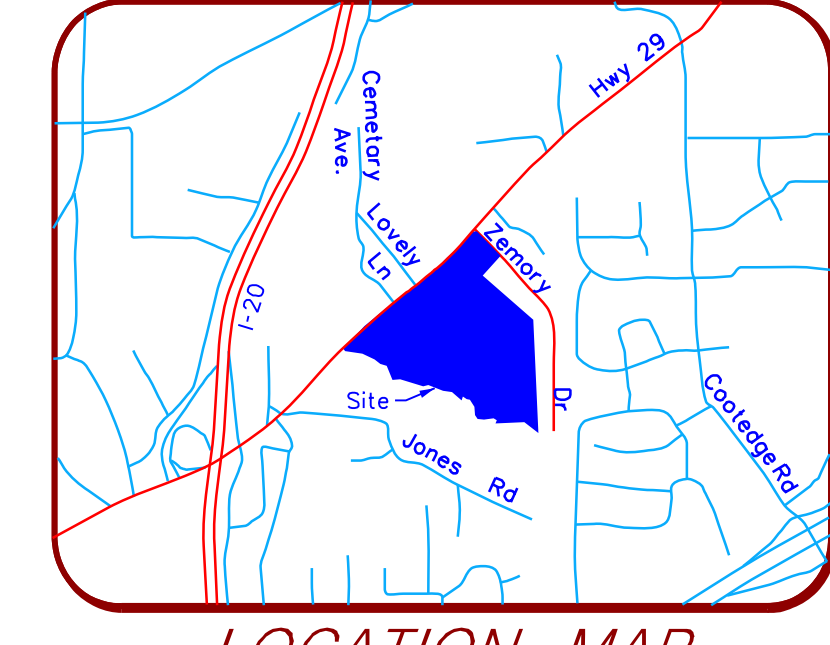
WILLIAM C. WOHLFORD, JR., RLS
REGISTERED NUMBER: 2577

AREA TABLE

TRACT 1	454,440 Sq. Ft.	10.4325 AC.
TRACT 2	302,075 Sq. Ft.	6.9347 AC.
TRACT 3	258,285 Sq. Ft.	5.9294 AC.
EXISTING TOTAL	1,014,800 Sq. Ft.	23.2966 AC.

LEGEND

- FENCE
- S STORM SEWER
- SS SANITARY SEWER
- FM FORCE MAIN
- W WATER LINE
- G GAS LINE
- U UNDERGROUND POWER LINE
- O OVERHEAD POWER LINE
- T TELEPHONE LINE
- FO FIBER OPTIC
- TV CABLE TELEVISION
- TO TOPOGRAPHIC CONTOUR
- P CATCH BASIN (DNCB)
- CB CATCH BASIN (SNCB)
- DI DROP INLET (DI)
- JB JUNCTION BOX (JB)
- MH SS MANHOLE (MH)
- TB TRANSFORMER BOX (TB)
- FP FLAG POLE (FP)
- CP CALCULATED POINT
- FH FIRE HYDRANT (FH)
- WV WATER VALVE (WV)
- WM WATER METER (WM)
- LP LIGHT POLE (LP)
- GM GAS METER (GM)
- GV GAS VALVE (GV)
- HW HEAD WALL (HW)
- CG CURB AND GUTTER (CG)
- SE SPOT ELEVATION
- EM ELECTRIC METER (EM)
- PP POWER POLE (PP)
- SIGN
- BM BENCHMARK
- CO CLEANOUT (CO)



LOCATION MAP
NOT TO SCALE

TITLE NOTES

TITLE NOTES:
ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF DEKALB COUNTY, PANEL NUMBERS 13089C0078 H - DATED MAY 7, 2001, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.
SUBJECT PROPERTY HAS ACCESS TO PREVIOUSLY DEDICATED RIGHT OF WAY OF LAWRENCEVILLE HIGHWAY AND ZEMORY DRIVE.

PROPERTY LINE TABLE

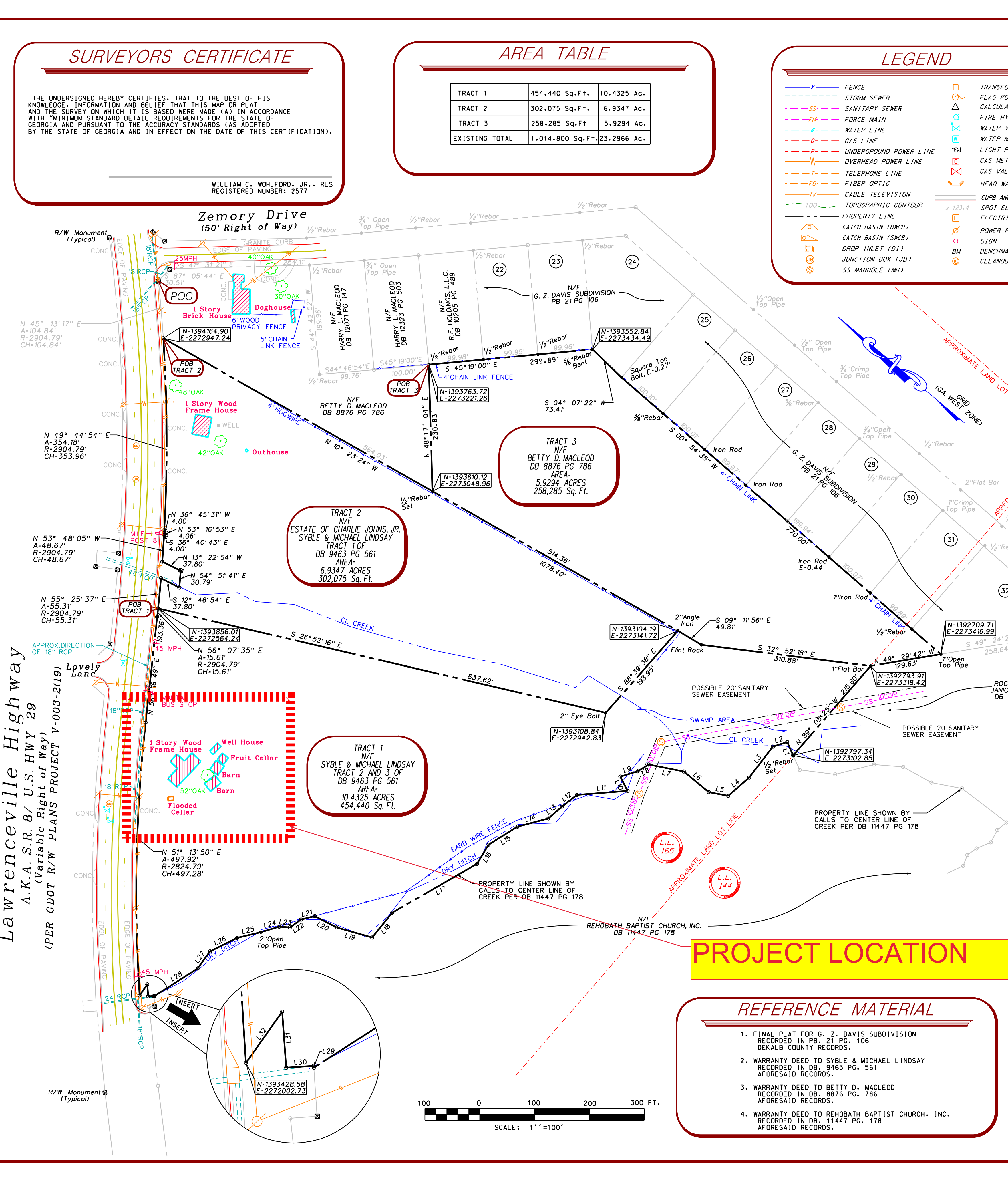
LINE	BEARING	DIST.
L1	N 26° 02' 38" E	26.58
L2	N 57° 12' 09" W	27.59
L3	S 87° 15' 06" W	71.06
L4	N 81° 17' 29" W	50.45
L5	N 29° 26' 50" W	36.36
L6	N 00° 15' 04" W	58.85
L7	N 28° 43' 03" W	65.11
L8	N 71° 08' 07" W	24.08
L9	N 57° 12' 04" W	32.57
L10	N 23° 10' 03" W	28.30
L11	N 39° 40' 11" W	49.44
L12	N 77° 57' 41" W	34.79
L13	N 81° 10' 16" W	32.36
L14	N 54° 55' 55" W	58.50
L15	N 71° 44' 03" W	61.82
L16	S 80° 56' 31" W	40.91
L17	N 29° 55' 48" W	178.22
L18	S 88° 57' 03" W	58.26
L19	N 24° 19' 50" W	67.75
L20	N 12° 28' 39" W	44.44
L21	N 54° 07' 39" W	25.89
L22	N 75° 18' 25" W	24.83
L23	N 55° 54' 17" W	19.56
L24	N 55° 54' 17" W	34.88
L25	N 53° 29' 46" W	44.48
L26	N 66° 24' 21" W	55.24
L27	S 86° 01' 29" W	36.32
L28	N 72° 36' 51" W	94.21
L29	N 46° 04' 34" E	0.75
L30	N 43° 52' 31" W	10.60
L31	N 45° 48' 54" E	21.67
L32	S 85° 12' 30" W	24.24

LEGAL DESCRIPTION TRACT 3

All that tract or parcel of land lying and being in Land Lots 144 & 165, 18th District, DeKalb County, Georgia and being more particularly described as follows:
To find the Point of Beginning, commence at a concrete right of way monument found at the west end of a mitered corner at the intersection of the Southeastery Right-of-Way Line of Lawrenceville Highway (variable width) as per GDOT Right-of-Way Plans Project No. V-003-2 (19), and the Northeastery Right-of-Way Line of Zemory Drive (50 feet wide) as shown on a Subdivision Plot of the G.Z. Davis property, and recorded among the Land Records of DeKalb County, Georgia in Plat Book 21, Page 106; thence, leaving said Point of Beginning and running with the said miter between the said roads South 87° 05' 44" East, 30.51 feet to a concrete right-of-way monument found on the aforesaid line of Zemory Drive, running with said Zemory Drive, South 41° 31' 21" East, 254.11 feet to a 1/2 inch rebar found; thence, leaving the said line of Zemory Drive and running with the properties of Harry L. MacLeod, R.F. Holdings, LLC, and the lots of the aforesaid G.Z. Davis Subdivision, South 44° 42' 52" West, 199.96 feet to a 1/2 inch rebar found; thence, South 44° 46' 54" East, 99.76 feet; thence, South 45° 19' 00" East, 100.00 feet to a 1/2 inch rebar found and the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and running South 45° 19' 00" East, 299.89 feet to a 1/2 inch rebar found; thence, South 04° 07' 22" West, 73.41 feet; thence, South 00° 54' 35" West, 770.00 feet to a 1 inch open top pipe found; thence, leaving the aforesaid line of the G.Z. Davis Subdivision and running with the property of Roger Stapp, North 49° 29' 42" West, 129.83 feet; thence, leaving the said line of the aforesaid Lot 165; thence, leaving the said line of Lot 165 and running with the property of the Estate of Charlie Johns, Jr., North 32° 52' 18" West, 330.88 feet to a 12 inch x 12 inch Flint Rock found; thence, North 09° 11' 56" West, 49.81 feet; thence, North 0° 23' 24" East, 30.79 feet; thence, leaving the aforesaid property of the Estate of Charlie Johns, Jr., North 48° 17' 04" East, 230.83 feet to a 1/2 inch rebar found and the Point of Beginning, containing 258,285 square feet or 5.9294 acres of land, more or less.
Property is subject to alleasements and rights of way recorded and unrecorded.

LEGAL DESCRIPTION TRACT 2

All that tract or parcel of land lying and being in Land Lot 165, 18th District, DeKalb County, Georgia and being more particularly described as follows:
To find the Point of Beginning, commence at a concrete right of way monument found at the west end of a mitered corner at the intersection of the Southeastery Right-of-Way Line of Lawrenceville Highway, (variable width) as per GDOT Right-of-Way Plans Project No. V-003-2 (19), and the Northeastery Right-of-Way Line of Zemory Drive (50 feet wide) as shown on a Subdivision Plot of the G.Z. Davis property, and recorded among the Land Records of DeKalb County, Georgia in Plat Book 21, Page 106; thence, leaving said point and running with the said line of Lawrenceville Highway, 104.84 feet along the arc of a curve deflecting to the right and having a radius of 2904.79 feet and a chord bearing and distance of South 45° 13' 17" West, 104.84 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and said line of Lawrenceville Highway and running with the property of Betty D. MacLeod, South 10° 23' 24" East, 1078.40 feet to a 2 inch angle iron found; thence, running with the property of Syble & Michael Lindsay North 88° 39' 38" West, 198.95 feet to a 2 inch eye bolt found; thence, North 26° 52' 16" West, 837.62 feet to a point on the aforesaid right-of-way line of Lawrenceville Highway; thence, running with the said line of Lawrenceville Highway, 55.31 feet along the arc of a curve deflecting to the left and having a radius of 2904.79 feet and a chord bearing and distance of North 55° 25' 37" East, 55.31 feet; thence, South 12° 46' 54" East, 37.80 feet; thence, North 54° 51' 41" East, 30.79 feet; thence, North 13° 22' 54" West, 37.80 feet; thence, 48.67 feet along the arc of a curve deflecting to the left and having a radius of 2904.79 feet and a chord bearing and distance of North 53° 48' 05" East, 48.67 feet; thence, South 36° 40' 43" East, 4.00 feet; thence, North 53° 16' 53" East, 4.00 feet; thence, North 36° 45' 31" West, 4.00 feet; thence, 354.18 feet along the arc of a curve deflecting to the left and having a radius of 2904.79 feet and a chord bearing and distance of North 49° 44' 54" East, 353.96 feet to the Point of Beginning, containing 302,075 square feet or 6.9347 acres of land, more or less.
Property is subject to alleasements and rights of way recorded and unrecorded.



LEGAL DESCRIPTION TRACT 1

All that tract or parcel of land lying and being in Land Lot 165, 18th District, DeKalb County, Georgia and being more particularly described as follows:
To find the Point of Beginning, commence at a concrete right of way monument found at the west end of a mitered corner at the intersection of the Southeastery Right-of-Way Line of Lawrenceville Highway, (variable width) as per GDOT Right-of-Way Plans Project No. V-003-2 (19), and the Northeastery Right-of-Way Line of Zemory Drive (50 feet wide) as shown on a Subdivision Plot of the G.Z. Davis property, and recorded among the Land Records of DeKalb County, Georgia in Plat Book 21, Page 106; thence, leaving said point and running with the said line of Lawrenceville Highway, 458.02 feet along the arc of a curve deflecting to the right and having a radius of 2904.79 feet and a chord bearing and distance of South 48° 42' 52" West, 458.02 feet; thence, South 36° 45' 31" East, 4.00 feet; thence, South 53° 16' 53" West, 4.00 feet; thence, North 53° 48' 05" West, 48.67 feet; thence, South 13° 22' 54" West, 37.80 feet; thence, South 54° 51' 41" West, 30.79 feet; thence, North 12° 46' 54" West, 37.80 feet; thence, 55.31 feet along the arc of a curve deflecting to the right and having a radius of 2904.79 feet and a chord bearing and distance of South 55° 25' 37" West, 55.31 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and said line of Lawrenceville Highway and running with the property of the Estate of Charlie Johns, Jr., South 26° 52' 16" East, 837.62 feet to a 2 inch eye bolt found; thence, South 89° 39' 38" East, 198.95 feet to a 2 inch angle iron found; thence, leaving the said Point of Beginning and the aforesaid Lot 165; thence, running with the said line of Lot 165 and running with the property of Roger Stapp North 89° 11' 56" West, 49.81 feet to an iron pin set on the edge of a lake or swamp area as described in a deed to Rehobath Baptist Church, recorded among the Land Records in Deed Book 11447, Page 178; thence, running with the said lake or swamp area as described in the said deed North 26° 52' 16" East, 26.58 feet; thence, North 57° 12' 09" West, 27.59 feet; thence, South 87° 15' 06" West, 71.06 feet; thence, North 81° 17' 29" West, 50.45 feet; thence, North 29° 26' 50" West, 36.36 feet; thence, North 00° 15' 04" West, 58.85 feet; thence, North 28° 43' 03" West, 65.11 feet to a point in the centerline of a creek or drainage ditch as described in the aforesaid deed to Rehobath Baptist Church; thence, running with the said creek or drainage ditch North 71° 08' 07" West, 24.08 feet; thence, North 57° 12' 04" West, 32.57 feet; thence, South 80° 56' 31" West, 40.91 feet; thence, North 29° 55' 48" West, 178.22 feet; thence, North 75° 18' 25" West, 24.83 feet; thence, North 55° 54' 17" West, 19.56 feet; thence, North 55° 54' 17" West, 34.88 feet; thence, North 53° 29' 46" West, 44.48 feet; thence, North 66° 24' 21" West, 55.24 feet; thence, South 86° 01' 29" West, 36.32 feet; thence, North 72° 36' 51" West, 94.21 feet; thence, North 46° 04' 34" East, 0.75 feet; thence, North 43° 52' 31" West, 10.60 feet; thence, North 45° 48' 54" East, 21.67 feet; thence, South 85° 12' 30" West, 24.24 feet to the Point of Beginning, containing 454,440 square feet or 10.4325 acres of land, more or less.
Property is subject to alleasements and rights of way recorded and unrecorded.

PROJECT LOCATION

REFERENCE MATERIAL

- FINAL PLAT FOR G. Z. DAVIS SUBDIVISION RECORDED IN PB. 21 PG. 106 DEKALB COUNTY RECORDS.
- WARRANTY DEED TO SYBLE & MICHAEL LINDSAY RECORDED IN DB. 9463 PG. 561 AFROSAID RECORDS.
- WARRANTY DEED TO BETTY D. MACLEOD RECORDED IN DB. 8876 PG. 786 AFROSAID RECORDS.
- WARRANTY DEED TO REHOBATH BAPTIST CHURCH, INC. RECORDED IN DB. 11447 PG. 178 AFROSAID RECORDS.

Rindt-McDuff Associates, Inc.
1800-C Cobb International Bldg
Smyrna, GA 30080
Phone No. (770) 421-1927
Fax No. (770) 421-0552

RMA

Project No.	Date	Drawn	Checked	Scale
2004-078	07/27/04	SEB	WJB	1" = 100'
2004-079	08/09/04	SEB	WJB	1" = 100'
2004-080	08/09/04	SEB	WJB	1" = 100'
2004-081	08/13/04	SEB	WJB	1" = 100'
2004-082	08/13/04	SEB	WJB	1" = 100'
2004-083	08/13/04	SEB	WJB	1" = 100'
2004-084	08/13/04	SEB	WJB	1" = 100'
2004-085	08/13/04	SEB	WJB	1" = 100'
2004-086	08/13/04	SEB	WJB	1" = 100'
2004-087	08/13/04	SEB	WJB	1" = 100'

BOUNDARY SURVEY FOR
DEKALB COUNTY
(JOHN HOMESTEAD PARK)
LOCATED IN
LAND LOT 144 & 165
18th DISTRICT
DEKALB COUNTY, GEORGIA

SHEET NO.
1 / 1
DRAWING: TM24-246

SURVEY NOTES

EQUIPMENT USED:
A TOPCON 223 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

CLOSURE STATEMENT:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 159,345 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE OF ONE FOOT IN 44,575 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING.

INFORMATION REGARDING THE REPORTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

RINDT-McDUFF ASSOCIATES, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON MAY 13, 2004.

SURVEYORS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES, THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (A) IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR THE STATE OF GEORGIA AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY THE STATE OF GEORGIA AND IN EFFECT ON THE DATE OF THIS CERTIFICATION).

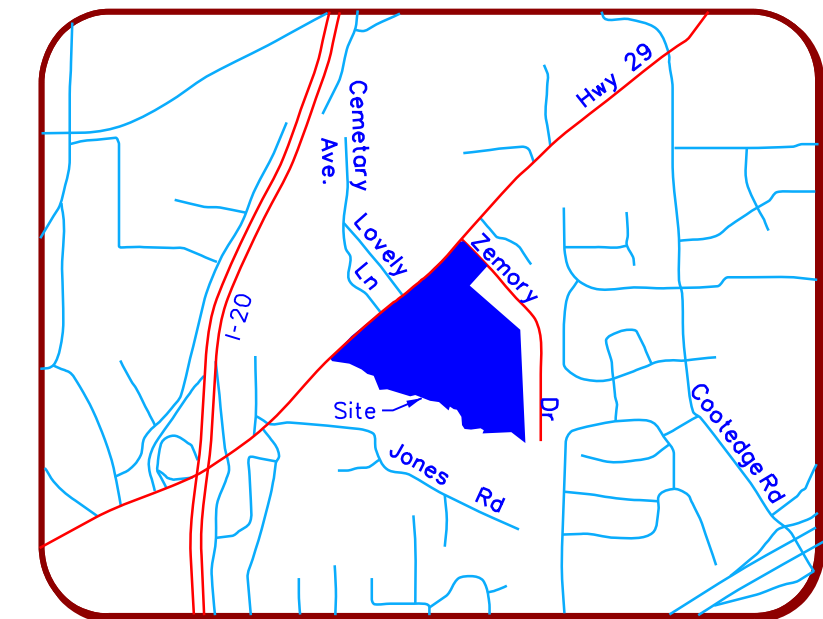
WILLIAM C. WOHLFORD, JR., RLS
REGISTERED NUMBER: 2577

AREA TABLE

TRACT 1	454,440 Sq. Ft.	10.4325 Ac.
TRACT 2	302,075 Sq. Ft.	6.9347 Ac.
TRACT 3	258,285 Sq. Ft.	5.9294 Ac.
EXISTING TOTAL	1,014,800 Sq. Ft.	23.2966 Ac.

LEGEND

- FENCE
- STORM SEWER
- SANITARY SEWER
- FORCE MAIN
- WATER LINE
- GAS LINE
- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- TELEPHONE LINE
- FIBER OPTIC
- CABLE TELEVISION
- TOPOGRAPHIC CONTOUR
- PROPERTY LINE
- CATCH BASIN (DN/CB)
- CATCH BASIN (SW/CB)
- DROP INLET (DI)
- JUNCTION BOX (JB)
- SS MANHOLE (MH)
- TRANSFORMER BOX (TX)
- FLAG POLE (FP)
- CALCULATED POINT
- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- LIGHT POLE (LP)
- GAS METER (GM)
- GAS VALVE (GV)
- HEAD WALL (HW)
- CURB AND GUTTER (C&G)
- SPOT ELEVATION
- ELECTRIC METER (EM)
- POWER POLE (PP)
- SIGN
- BENCHMARK
- CLEANOUT (CO)



LOCATION MAP
NOT TO SCALE

PROPERTY LINE TABLE

LINE	BEARING	DIST.
L1	N 26° 02' 38" E	26.58
L2	N 57° 12' 09" W	27.59
L3	S 87° 15' 06" W	71.06
L4	N 81° 17' 29" W	50.45
L5	N 29° 26' 50" W	36.36
L6	N 00° 15' 04" W	58.85
L7	N 28° 43' 03" W	65.11
L8	N 71° 08' 07" W	24.08
L9	N 57° 12' 04" W	32.57
L10	N 23° 19' 03" W	28.30
L11	N 39° 39' 40" W	34.79
L12	N 77° 57' 41" W	34.79
L13	N 81° 10' 16" W	32.36
L14	N 54° 55' 55" W	58.50
L15	N 71° 44' 03" W	61.82
L16	S 80° 56' 31" W	40.91
L17	N 28° 55' 44" W	178.22
L18	S 88° 57' 03" W	58.26
L19	N 24° 19' 50" W	67.75
L20	N 12° 26' 39" W	44.44
L21	N 54° 07' 39" W	25.89
L22	N 75° 18' 25" W	24.83
L23	N 55° 54' 17" W	19.56
L24	N 50° 54' 17" W	34.88
L25	N 53° 29' 46" W	44.48
L26	N 66° 24' 21" W	55.24
L27	S 86° 01' 29" W	38.32
L28	N 72° 36' 51" W	94.21
L29	N 46° 04' 34" E	0.75
L30	N 43° 52' 39" W	10.60
L31	N 45° 48' 54" E	21.67
L32	S 85° 12' 30" W	24.24

TITLE NOTES

TITLE NOTES:
ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF DEKALB COUNTY, PANEL NUMBERS 13089C0078 H, DATED MAY 7, 2001, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.

SUBJECT PROPERTY HAS ACCESS TO PREVIOUSLY DEDICATED RIGHT OF WAY OF LAWRENCEVILLE HIGHWAY AND ZEMORY DRIVE.

LEGAL DESCRIPTION TRACT 3

All that tract or parcel of land lying and being in Land Lots 144 & 165, 18th District, DeKalb County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a concrete right of way monument found at the west end of a mitered corner of the intersection of the Southeastery Right-of-Way Line of Lawrenceville Highway (variable width) as per GDOT Right-of-Way Plans Project No. V-003-2 (19), and the Northeastery Right-of-Way Line of Zemory Drive (50 feet wide) as shown on a Subdivision Plot of the G.Z. DAVIS property, and recorded among the Land Records of DeKalb County, Georgia in Plot Book 21, Page 106; thence, leaving said Point of Beginning and running with the said miter between the said roads South 87° 05' 44" East, 30.51 feet to a concrete right-of-way monument found on the aforesaid line of Zemory Drive; thence, running with said Zemory Drive, South 41° 31' 21" East, 254.11 feet to a 1/2 inch rebar found; thence, leaving the said line of Zemory Drive and running with the properties of Harry L. Macleod, R.F. Holdings, LLC, and the lots of the aforesaid G.Z. DAVIS Subdivision, South 44° 42' 52" West, 199.96 feet to a 1/2 inch rebar found; thence, South 44° 46' 54" East, 99.76 feet; thence, South 45° 19' 00" East, 100.00 feet to a 1/2 inch rebar found and the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and running South 45° 19' 00" East, 299.89 feet to a 3/4 inch rebar found; thence, South 04° 07' 22" West, 73.41 feet; thence, South 00° 54' 35" West, 770.00 feet to a 1 inch open top pipe found; thence, leaving the aforesaid lots of the G.Z. DAVIS Subdivision and running with the property of Roger Stapp, North 49° 29' 42" West, 129.63 feet to a 1 inch flat bar located on the South line of aforesaid Land Lot 165; thence, leaving the said line of Land Lot 165, and running with the property of the Estate of Charlie Johns, Jr., North 32° 52' 18" West, 330.88 feet to a 12 inch x 12 inch Flint Rock found; thence, North 09° 11' 56" West, 49.81 feet; thence, North 09° 11' 56" West, 49.81 feet; thence, North 09° 11' 56" West, 49.81 feet to a 1/2 inch rebar set; thence, leaving the aforesaid property of the Estate of Charlie Johns, Jr., North 48° 17' 04" East, 230.83 feet to a 1/2 inch rebar found and the Point of Beginning, containing 258,285 square feet or 5.9294 acres of land, more or less.

Property is subject to easements and rights of way recorded and unrecorded.

LEGAL DESCRIPTION TRACT 2

All that tract or parcel of land lying and being in Land Lot 165, 18th District, DeKalb County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a concrete right of way monument found at the west end of a mitered corner of the intersection of the Southeastery Right-of-Way Line of Lawrenceville Highway, (variable width) as per GDOT Right-of-Way Plans Project No. V-003-2 (19), and the Northeastery Right-of-Way Line of Zemory Drive (50 feet wide) as shown on a Subdivision Plot of the G.Z. DAVIS property, and recorded among the Land Records of DeKalb County, Georgia in Plot Book 21, Page 106; thence, leaving said Point of Beginning and running with the said line of Lawrenceville Highway, 104.84 feet along the arc of a curve deflecting to the right and having a radius of 2904.79 feet and a chord bearing and distance of South 45° 13' 17" West, 104.84 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and said line of Lawrenceville Highway and running with the property of Betty D. Macleod, South 10° 23' 24" East, 1078.40 feet to a 2 inch angle iron found; thence, running with the property of Syble & Michael Lindsay North 88° 39' 38" West, 198.95 feet to a 2 inch eye bolt found; thence, North 26° 52' 16" West, 837.62 feet to a point on the aforesaid right-of-way line of Lawrenceville Highway; thence, running with the said line of Lawrenceville Highway, 55.31 feet along the arc of a curve deflecting to the left and having a radius of 2904.79 feet and a chord bearing and distance of North 55° 25' 37" East, 55.31 feet; thence, South 12° 46' 54" East, 37.80 feet; thence, North 54° 51' 41" East, 30.79 feet; thence, North 13° 22' 54" West, 37.80 feet; thence, 48.67 feet along the arc of a curve deflecting to the left and having a radius of 2904.79 feet and a chord bearing and distance of North 53° 48' 05" East, 48.67 feet; thence, South 36° 45' 31" East, 4.00 feet; thence, North 53° 16' 53" East, 4.00 feet; thence, North 36° 45' 31" West, 4.00 feet; thence, 55.31 feet along the arc of a curve deflecting to the left and having a radius of 2904.79 feet and a chord bearing and distance of North 49° 44' 54" East, 55.31 feet to the Point of Beginning, containing 302,075 square feet or 6.9347 acres of land, more or less.

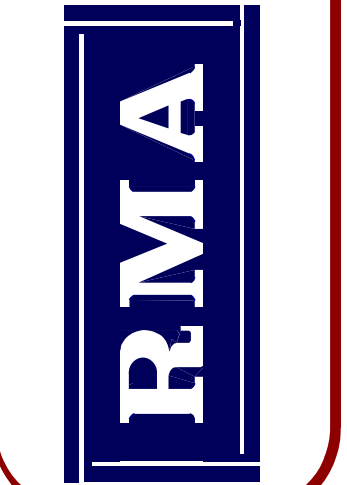
Property is subject to easements and rights of way recorded and unrecorded.

PROJECT LOCATION

REFERENCE MATERIAL

- FINAL PLAT FOR G. Z. DAVIS SUBDIVISION RECORDED IN PB. 21 PG. 106 DEKALB COUNTY RECORDS.
- WARRANTY DEED TO SYBLE & MICHAEL LINDSAY RECORDED IN DB. 9463 PG. 561 AFORESAID RECORDS.
- WARRANTY DEED TO BETTY D. MACLEOD RECORDED IN DB. 8876 PG. 786 AFORESAID RECORDS.
- WARRANTY DEED TO REHOBATH BAPTIST CHURCH, INC. RECORDED IN DB. 11447 PG. 178 AFORESAID RECORDS.

RINDT-McDUFF ASSOCIATES, INC.
1890-C Cobb International Bldg
Smyrna, GA 30080
Phone No. (770) 421-1927
Fax No. (770) 421-0552

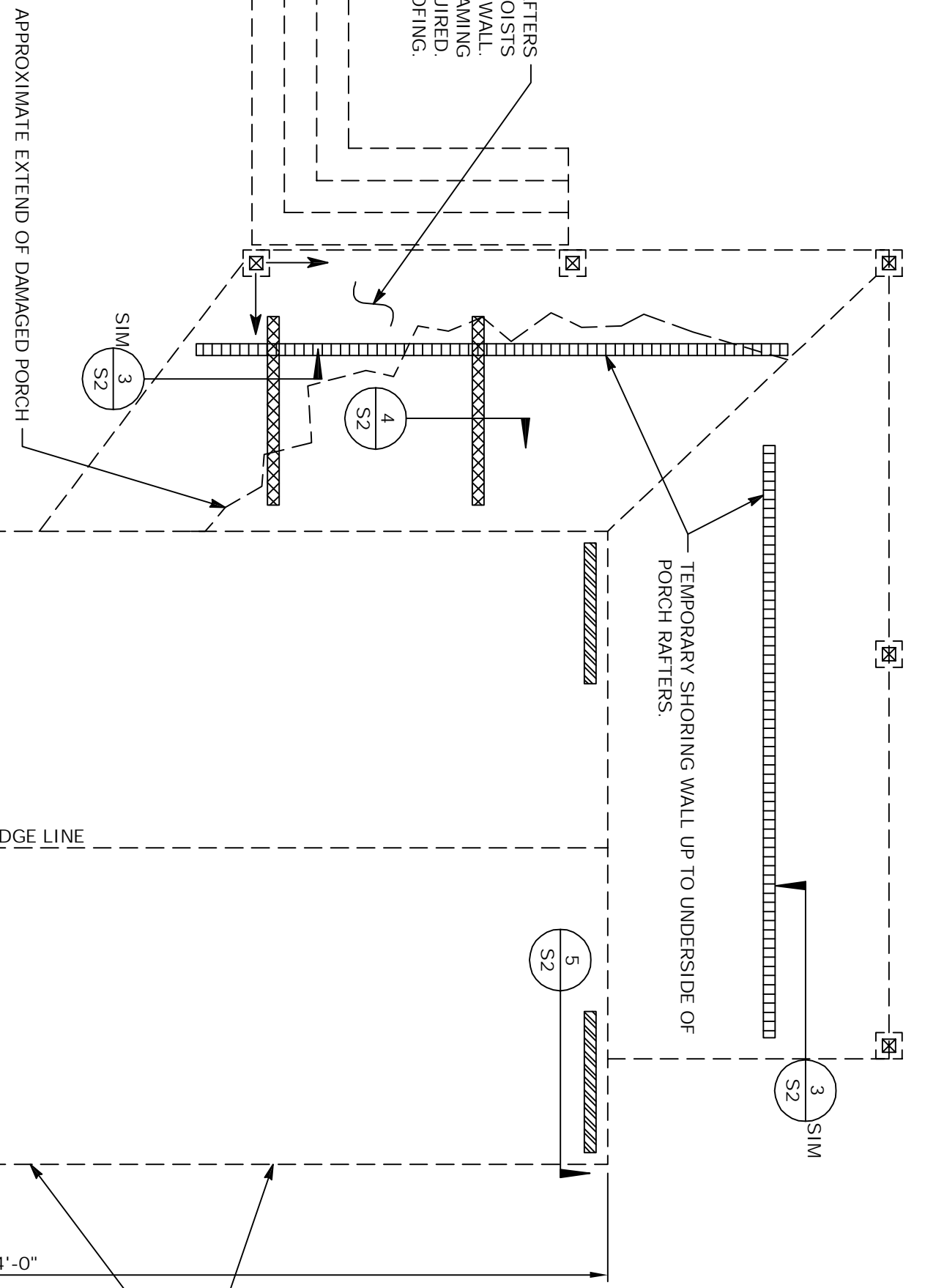


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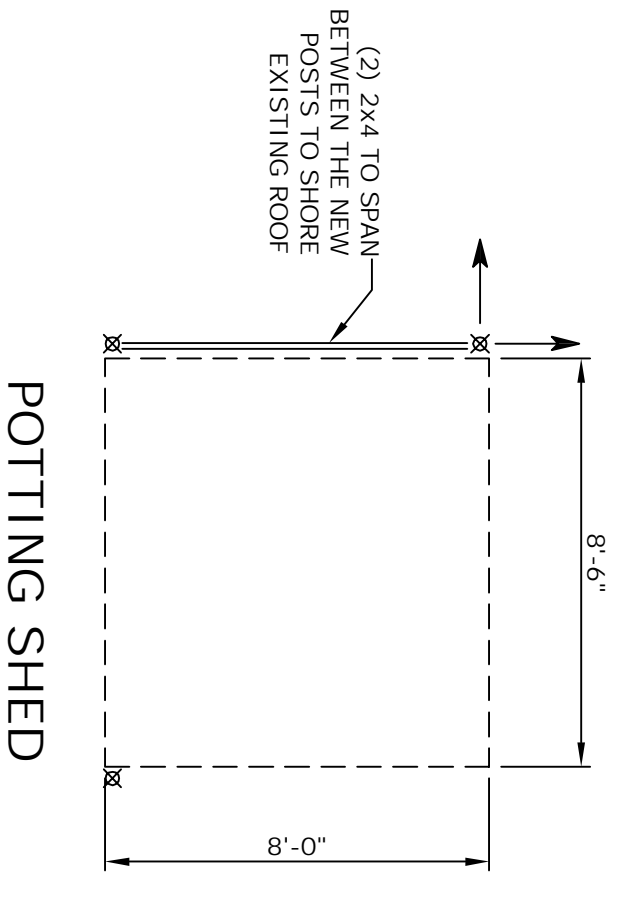
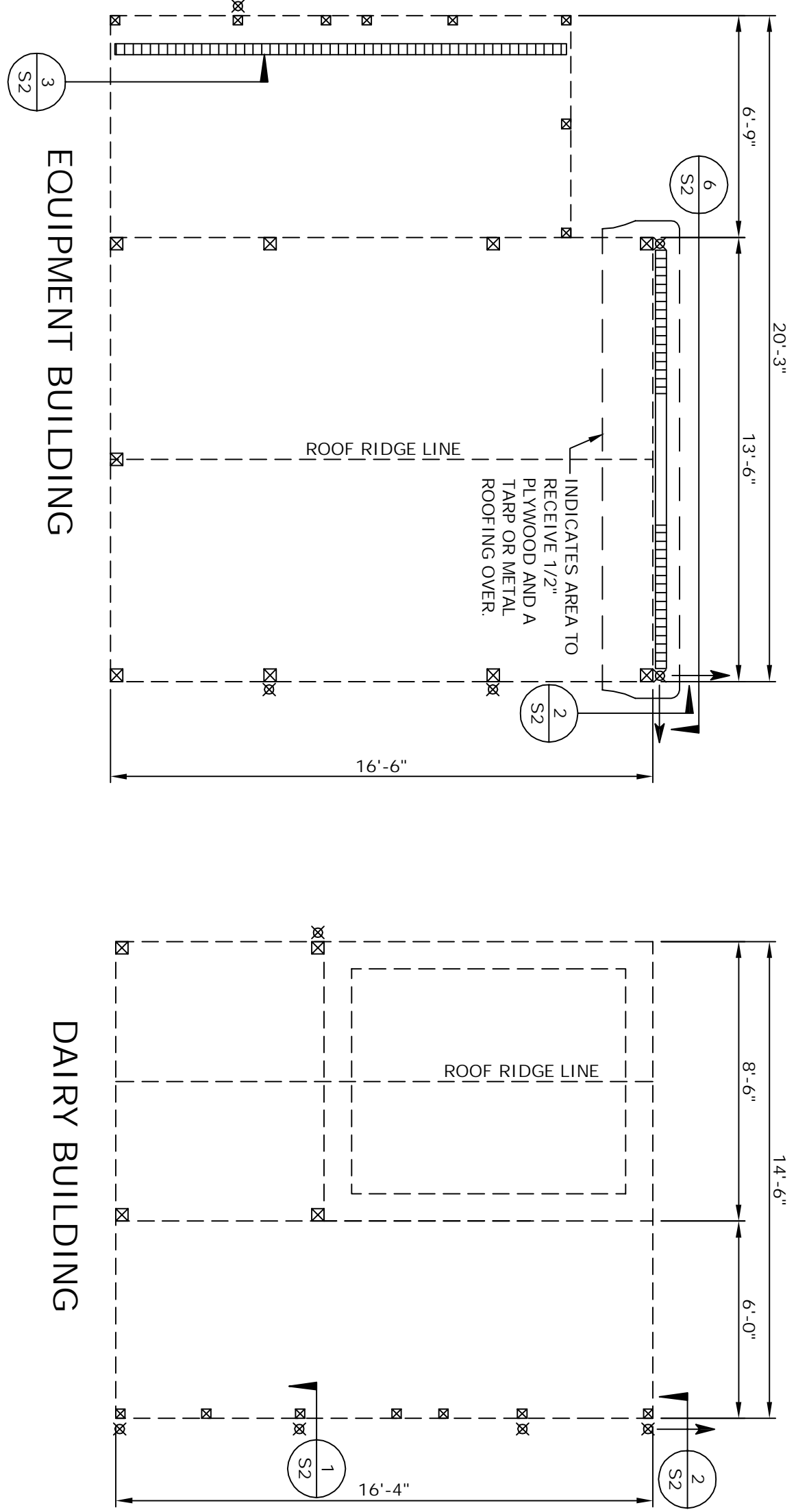
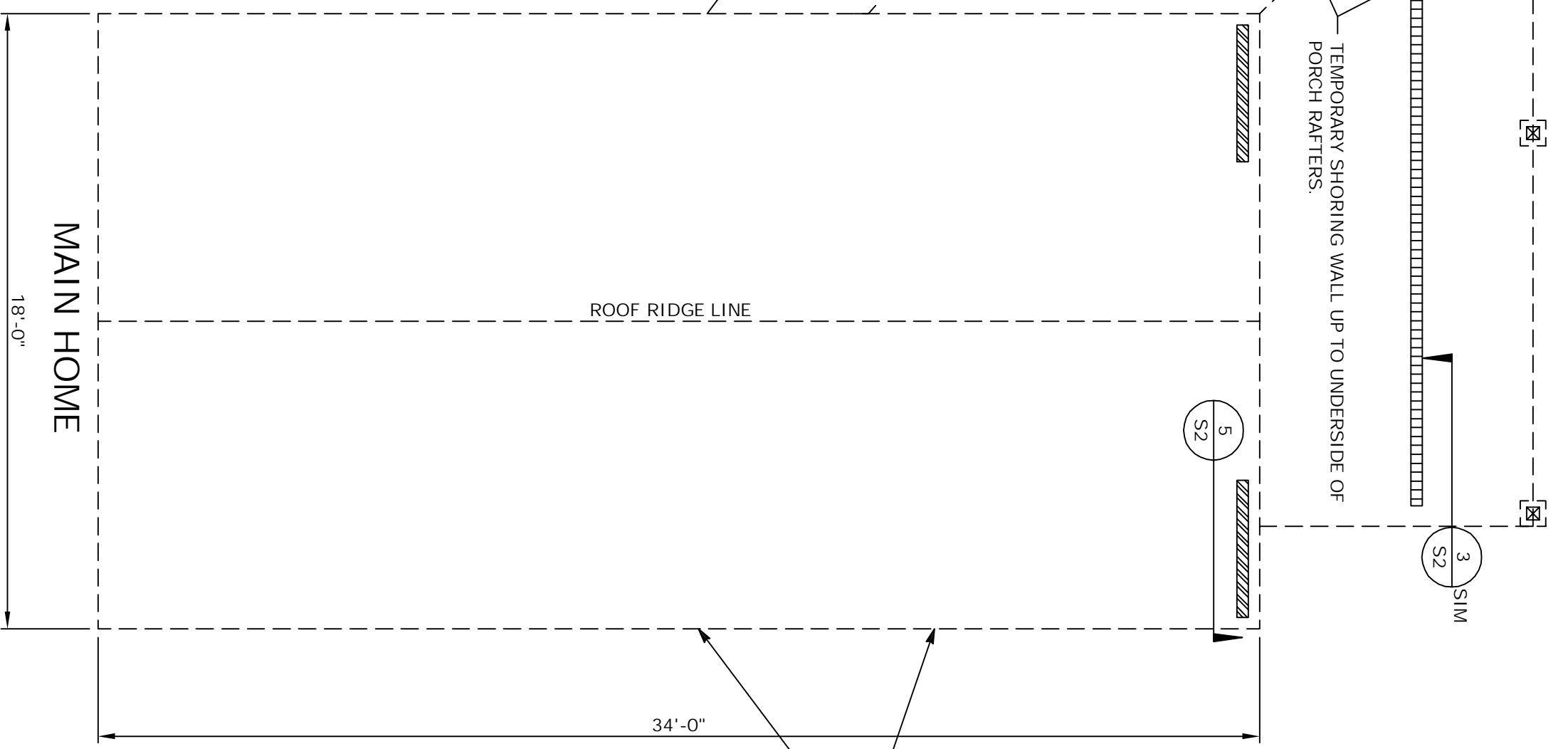
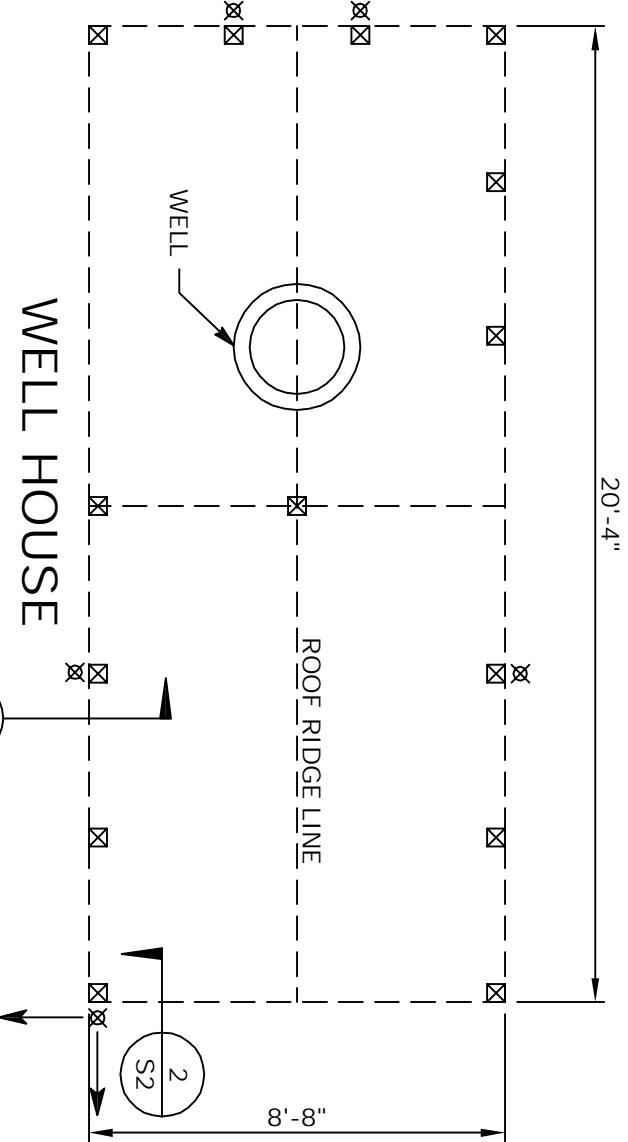
BOUNDARY SURVEY FOR
DEKALB COUNTY
(JOHN HOMESTEAD PARK)
LOCATED IN
LAND LOT 144 & 165
18th DISTRICT
DEKALB COUNTY, GEORGIA

SHEET NO.
1 / 1
DRAWING: TM24-246

INSTALL 1/2" PLYWOOD LAID OVER THE ENDS OF THE RAFTERS AND FLOOR BOARDS, SUPPORTED BY THE RAFTERS AND JOISTS THAT ARE IN RELATIVELY GOOD CONDITION AND ON THE STUD WALL AT LARGE SPACES LARGER THAN 2'-0" BETWEEN GOOD FRAMING AND TEMPORARY SHORING WALL ADD ADDITIONAL FRAMING AS REQUIRED COVER THIS AREA WITH TAMP OR METAL ROOFING FOR WATERPROOFING.



AT LOCATION WHERE STONE PIERS ARE CRUMBLD OR THE BEAMS OVER THE PIERS HAVE SIGNIFICANT TERMITE DAMAGE SUPPLEMENTAL LACE OR 6x6 SOLID CAP BLOCK PIERS OR TEMPORARY SUPPLEMENTAL SUPPORT AND 2x4 FT WATERFALL SHIMS AS NEEDED TYPICAL AT MAIN HOUSE.



PLAN
JOHN'S HOMESTEAD
BUILDINGS LAYOUT
SCALE: 1/4" = 1'-0"
S1
NORTH

PLAN NOTES AND LEGEND

- BUILDINGS OUTLINED FOR GENERAL INFORMATION ONLY. ACTUAL SPACING BETWEEN BUILDINGS NOT TO SCALE. FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS.
- INDICATES AN EXISTING WOOD COLUMN. ACTUAL SIZES CAN VARY.
- INDICATES LOCATION OF NEW TEMPORARY SHEAR WALL - SEE 2/52.
- INDICATES LOCATION OF NEW TEMPORARY KNEE WALL TO SUPPORT EXISTING PORCH FRAMING.
- INDICATES LOCATION OF NEW TEMPORARY SHORING STUD WALL - SEE S2 AND GENERAL NOTES FOR CONSTRUCTION REQUIREMENTS.
- INDICATES LOCATION OF A GROUND ANCHOR AND POST SUPPORT - SEE 2/25.
- INDICATES LOCATION OF A DIAGONAL BRACE - SEE 3/52. TIP OF ARROW INDICATES THE LOW END.

GENERAL NOTES:

- Keep wood off the ground to reduce potential for termites. This includes wood stored on site, building structures and debris. Do not use any of the wood stored on site for temporary shoring, or as blocking or for shims.
- Use pressure treated (PT) material for temporary framing in exterior conditions. Use lumber with PT for ground contact if lumber is to be in close ground contact.
- Use pressure treated (PT) material for temporary framing in exterior conditions. Use lumber with PT for ground contact if lumber is to be in close ground contact.
- Use 3" screws for all fastening. Fasten sheathing 12" on center at a minimum. Fasten braces to each intersecting stud with (2) 2 1/2" screws. Connect 2x material with 3 1/2" screws.
- Typical stud wall construction to consist of PT studs 24" on center with diagonal 1x6 bracing 48" on center, 2-2x4 PT bottom plate, and 2-2x4 top plate.
- Use 2x6 metal roofing regularly for failures and replace as necessary. Fasten sheathing or metal roofing applied to plywood. Turn taps under the plywood and fasten. Provide blunt edges in all plywood to prevent tearing of tarps. Do not leave any loose tarp edges.
- For preservation purposes, try to avoid fastening new structural components or protective coverings into any finish materials such as siding. When feasible, look for exposed framing for connection. When flashing at top to shed water away from buildings.
- If protective coverings do not project out from the buildings, provide flashing at top to shed water away from buildings.

LIMITATIONS:

- Palmer Engineering performed no structural tests and took no material specimens. The systems and components have been assessed based on the observations made on site. No analysis has been made of specific structural elements. No geotechnical investigation was performed.
- All shoring elements are intended for temporary use, and utilize materials readily available, that are also easy to be removed, with minimal impact to the existing foundations or building structure and ease of removal. Do not use any materials that are not readily available.
- Designs proposed do not meet the current building code's prescribed design loads. The stabilization methods proposed are intended to temporary shore the existing historical buildings, until a definitive comprehensive restoration/rehabilitation program can be implemented.

ISSUED: 09/16/2019

REVISIONS		
NO.	REMARKS	DATE

JOHN'S HOMESTEAD - TEMPORARY SHORING
3071 LAWRENCEVILLE HIGHWAY
TUCKER, GA 30084

THIS DRAWING IS THE PROPERTY OF PALMER ENGINEERING COMPANY AND MAY NOT BE REPRODUCED OR USED WITHOUT THE WRITTEN PERMISSION OF PALMER ENGINEERING COMPANY.



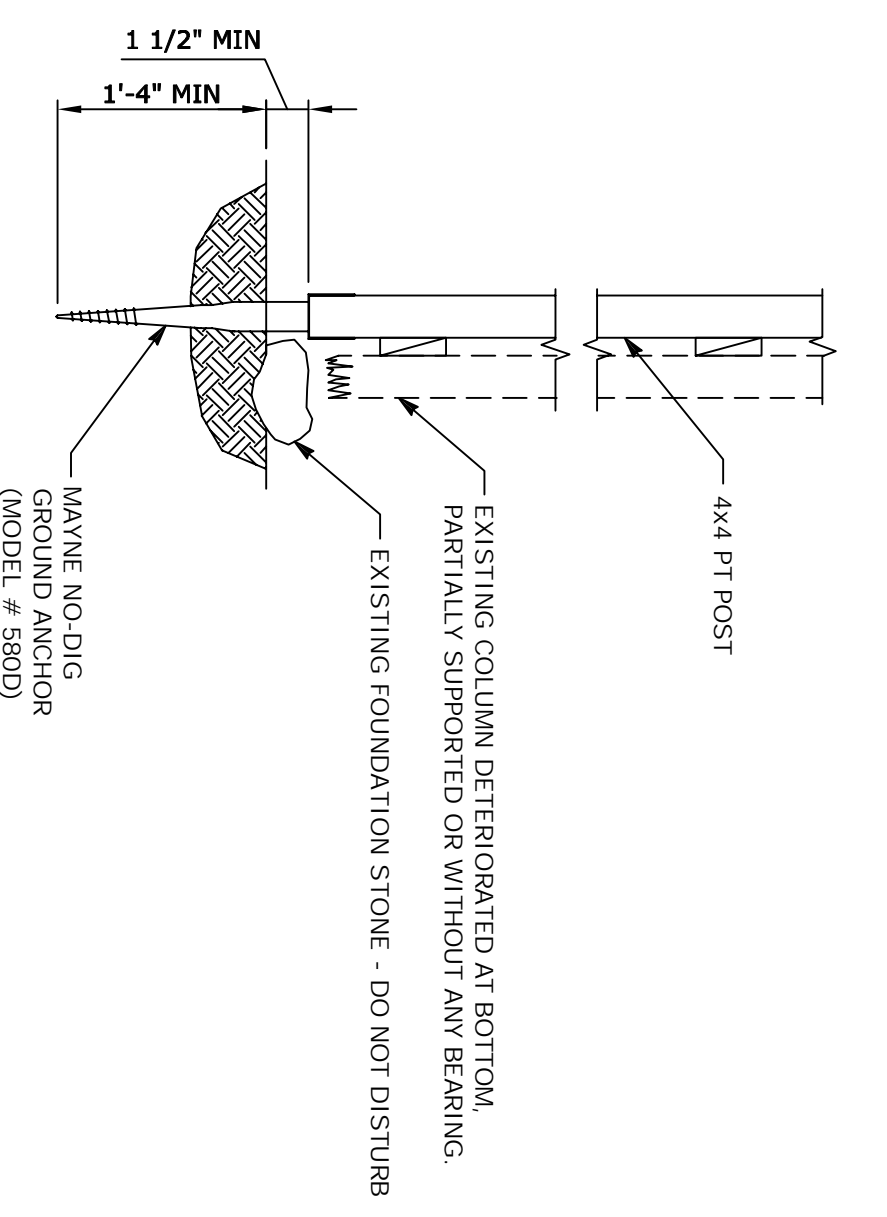
PEC PROJECT No. 19180
ENGINEER: TAP



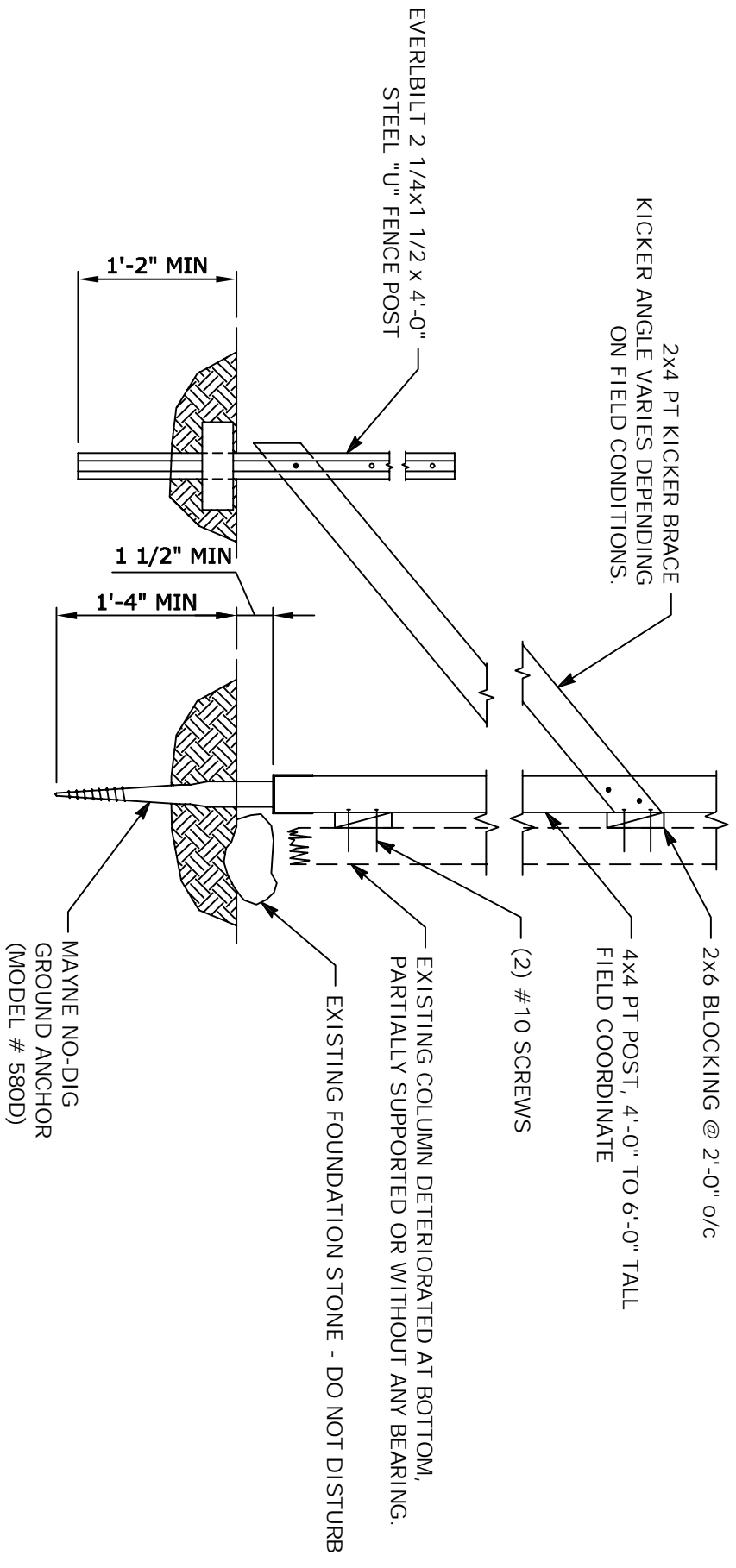
GENERAL NOTES AND BUILDINGS LAYOUT PLAN

SHEET S1

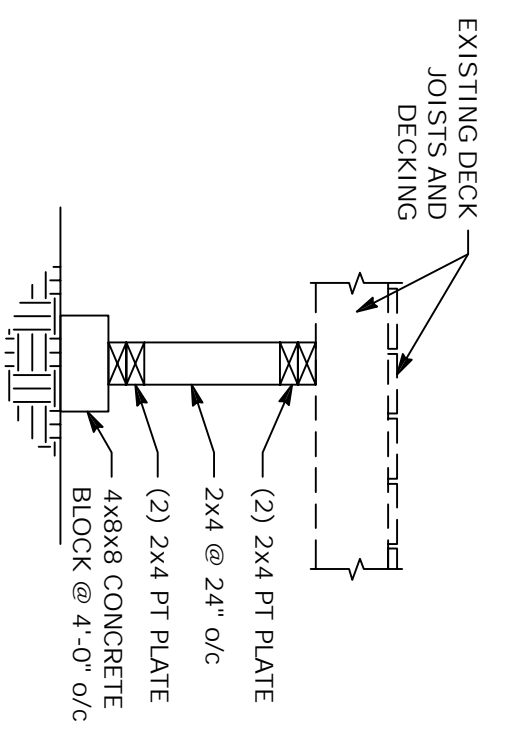
1 OF 2



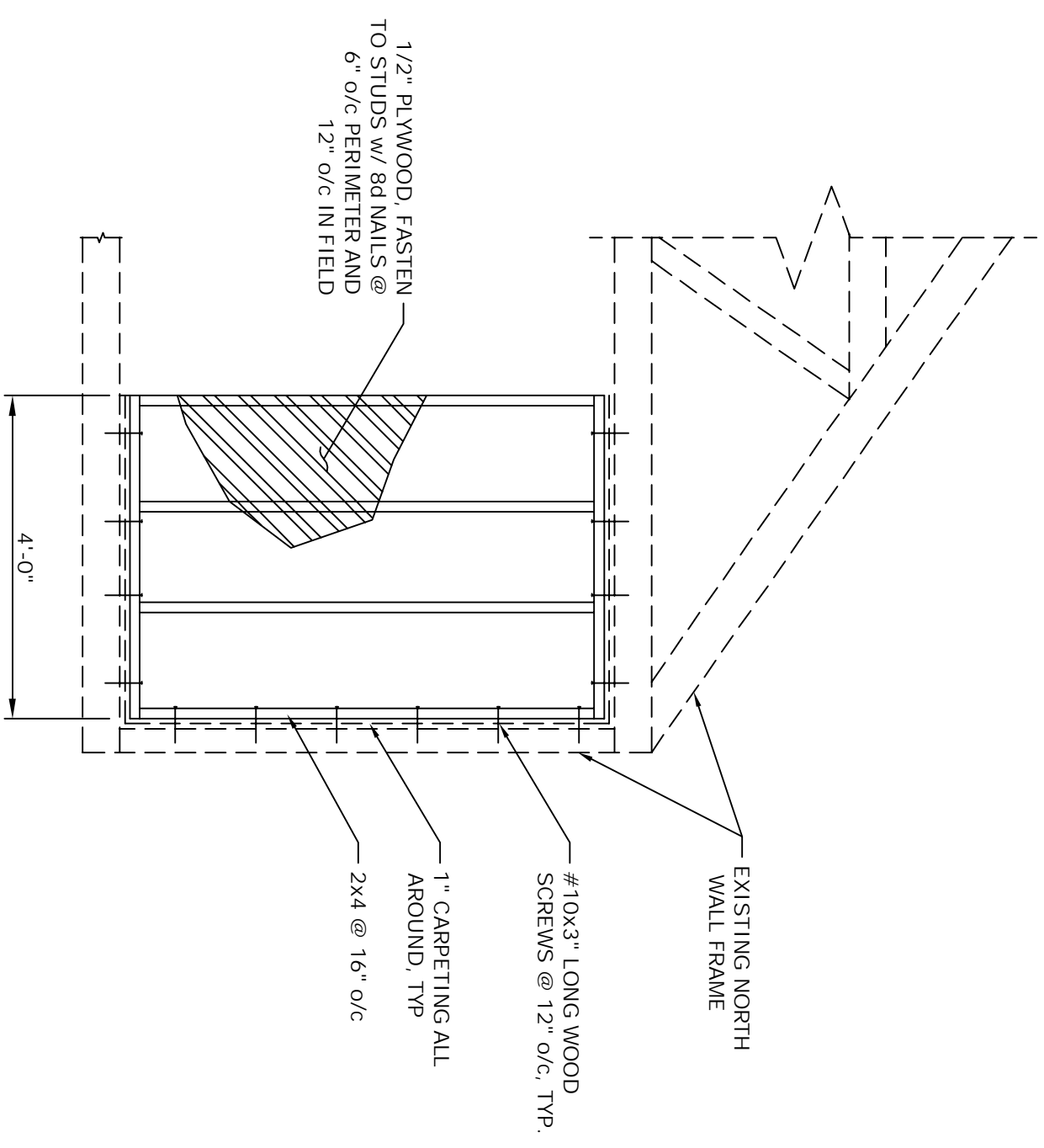
SECTION 1
AT EXISTING COLUMN STABILIZATION
SCALE: 3/4" = 1'-0"
S2



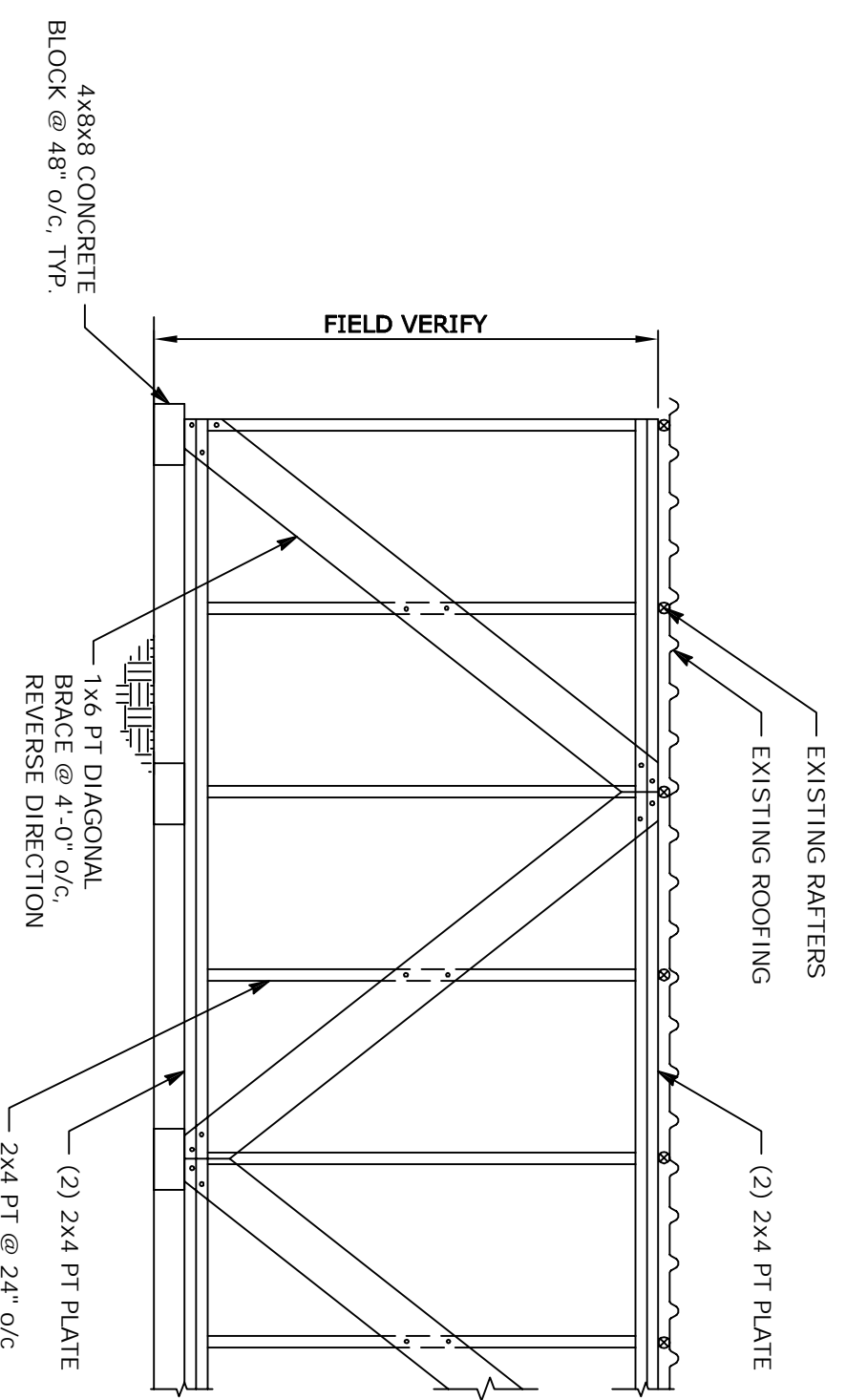
SECTION 2
AT EXISTING COLUMN STABILIZATION AND BRACE
SCALE: 3/4" = 1'-0"
S2



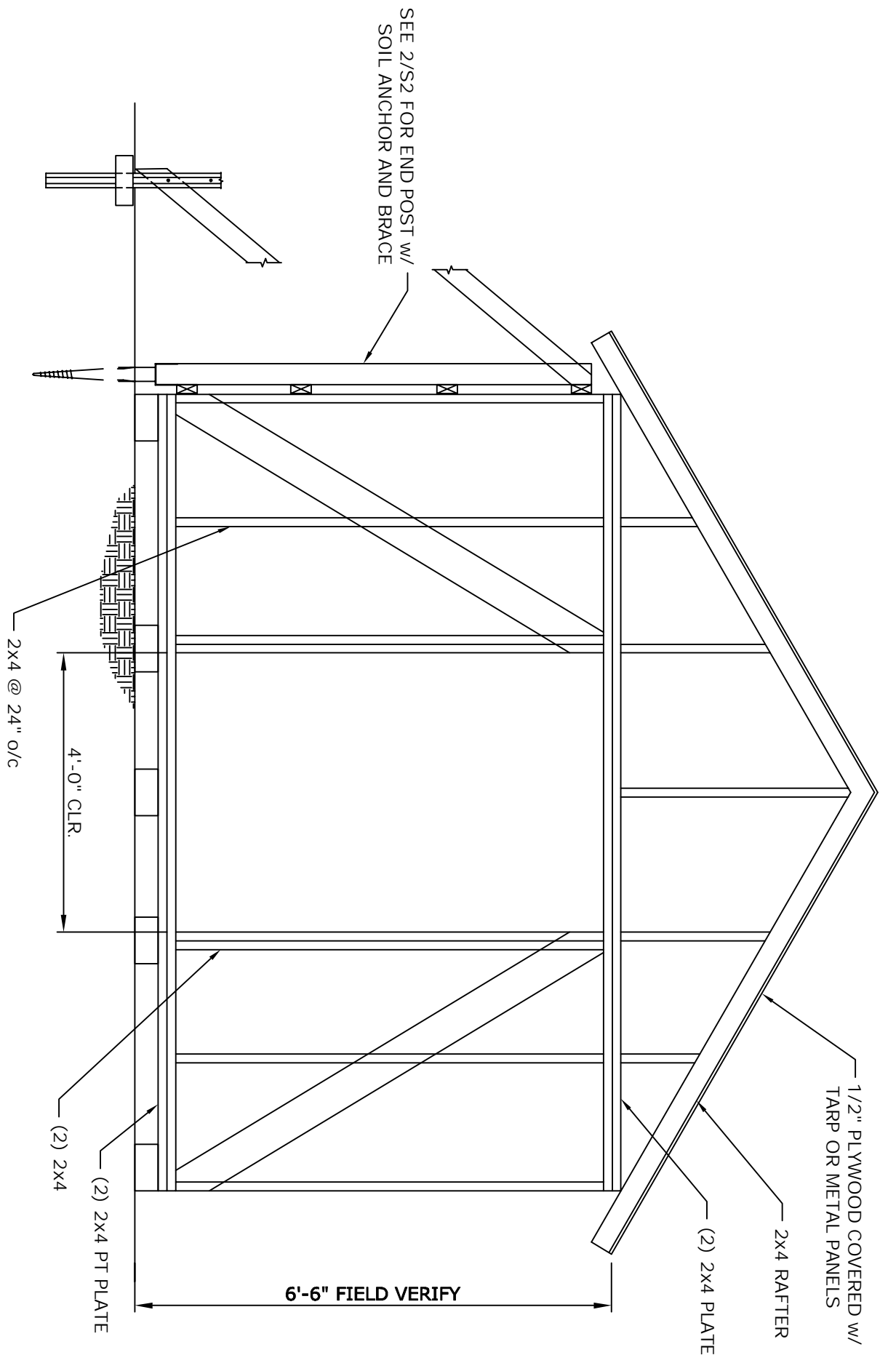
SECTION 4
AT KNEE WALL AT PORCH
SCALE: 3/4" = 1'-0"
S2



SECTION 5
AT INTERIOR SHEAR WALL
SCALE: 1/2" = 1'-0"
S2



SECTION 3
AT TEMPORARY SHORING WALL AT EQUIPMENT BUILDING
SCALE: 1/2" = 1'-0"
S2

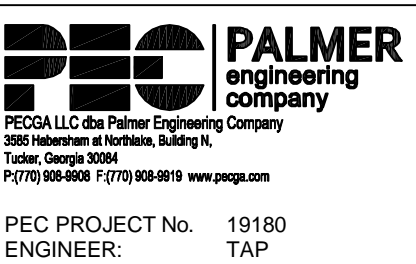


SECTION 6
AT NORTH EQUIPMENT BUILDING WALL
SCALE: 1/2" = 1'-0"
S2

ISSUED: 09/16/2019	
REVISIONS	
NO.	DATE

JOHN'S HOMESTEAD - TEMPORARY SHORING
3071 LAWRENCEVILLE HIGHWAY
TUCKER, GA 30084

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SECTIONS AND ELEVATIONS

SHEET S2

2 OF 2

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name: John B. Johns Homestead

Other names/site number: N/A

Name of related multiple property listing:
N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: 3071 Lawrenceville Highway

City or town: Tucker State: Georgia County: DeKalb

Not For Publication: Vicinity:

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this ___ nomination X request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property X meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

___ national X statewide X local

Applicable National Register Criteria:

X A ___ B X C ___ D

Signature of certifying official/Title:	Date
State or Federal agency/bureau or Tribal Government	

In my opinion, the property ___ meets ___ does not meet the National Register criteria.	
Signature of commenting official:	Date
Title :	State or Federal agency/bureau or Tribal Government

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State

4. National Park Service Certification

I hereby certify that this property is:

- entered in the National Register
- determined eligible for the National Register
- determined not eligible for the National Register
- removed from the National Register
- other (explain:) _____

Signature of the Keeper

Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

- Private:
- Public – Local
- Public – State
- Public – Federal

Category of Property

(Check only **one** box.)

- Building(s)
- District
- Site
- Structure
- Object

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State

Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>5</u>	<u>0</u>	buildings
<u>0</u>	<u>0</u>	sites
<u>0</u>	<u>0</u>	structures
<u>0</u>	<u>0</u>	objects
<u>5</u>	<u>0</u>	Total

Number of contributing resources previously listed in the National Register N/A

6. Function or Use

Historic Functions

(Enter categories from instructions.)

DOMESTIC/single dwelling

DOMESTIC/secondary structure(s)

Current Functions

(Enter categories from instructions.)

VACANT/NOT IN USE

7. Description

Architectural Classification

(Enter categories from instructions.)

Main House – Other: Saddlebag

Well House – Other: Outbuilding/Shed

Dairy House – Other: Outbuilding/Shed

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State

Equipment Shed – Other: Outbuilding/Shed
Potting Shed – Other: Outbuilding/Shed

Materials: (enter categories from instructions.)
Principal exterior materials of the property: Wood

Main House:
foundation: STONE
roof: ASPHALT/METAL/Aluminum
walls: WOOD/Weatherboard
other: Porch: foundation: STONE/BRICK, roof: METAL, columns: WOOD
other: Chimney: BRICK

Well House:
foundation: STONE/Concrete
roof: METAL/Aluminum
walls: WOOD/Cladding
other: _____

Dairy House:
foundation: STONE
roof: METAL/Aluminum
walls: WOOD/Log, WOOD/Cladding, ADOBE
other: _____

Equipment Shed:
foundation: STONE, WOOD
roof: METAL/Aluminum
walls: WOOD/Cladding (horizontal 12” boards)
other: _____

Potting Shed:
foundation: CONCRETE/STONE/BRICK
roof: METAL/Aluminum/WOOD/Weatherboard
walls: WOOD/Log
other: _____

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

John B. Johns Homestead

Name of Property

Dekalb, Georgia

County and State

Summary Paragraph

The John B. Johns Homestead and site, as it stands in 2013, is made up of a main house and four outbuildings. The lot, number 165, that the buildings sit on was originally purchased in an 1821 land lottery by a man named Reason Whitehead.¹ He did not own the land for long, however. A man named John B. Johns, whose father had received nearby lot 143 in the 1821 lottery, soon purchased the land and built a house. The one room cottage he built still remains as one part of the main house. Over the years members of the Johns family have sold portions of their land, but descendants were in ownership of the house and property continuously until 2005 when the land was deeded to Dekalb County.²

Since John B. Johns first built a home on the property, Dekalb County has grown extensively. Today the buildings are bordered to the northwest by busy Lawrenceville Highway. The nearby town of Tucker is also quite different, and very little exists around the homestead that was there when the house was originally constructed. Further down Lawrenceville Highway on one side of the homestead is Rehoboth Baptist Church, and in the other direction are residences. Rehoboth Baptist Church, although today housed in a modern building, was originally purchased and constructed by John B. Johns, Sr. and other community leaders.³ One site that has existed nearly as long as the Johns home is nearby Rehoboth Cemetery. This is where many members of the Johns family were buried.

The main house is a one and a half story wooden frame home that faces Lawrenceville Highway. Behind the house are four outbuildings: a well house, a dairy house, an equipment shed, and a potting shed. The four outbuildings were not built at the same time as the main house, but were added over time as the property owners found them necessary. The attached site plan illustrates the location of the outbuildings in relation to the main house.

Narrative Description

Main House:

The main house was originally a side gable single pen cottage with an exterior chimney and an accessible attic, making it one and a half stories. It was built approximately in the late 1820s. Soon after an addition was added, making the house a saddlebag cottage. The original chimney is now in the center of the roof and shows where the original house ended. Later, two additions were added on the front and back, making the house have two gabled ends. The front addition was damaged by a falling tree, and was subsequently demolished in 2008.⁴ The brick chimney from the front addition still remains intact. Because of its dilapidated state, the rear addition was demolished soon after. Therefore the house is currently a saddlebag, or the second iteration, of

¹ Georgia Secretary of State's Office, Department of Archives and History, *Lottery Grant Name Indices, 1805-1832*, microfilm, Atlanta, Georgia.

² Dekalb County Government, Real Estate Division, *Dekalb County Land Records*, Decatur, Georgia, Book 17346, pg. 37.

³ Contract between John B. Johns and Rehoboth Church, Biographical Files, Johns Family, Dekalb History Center Archives.

⁴ See attached site map for a dashed outline of the original floor plan.

John B. Johns Homestead

Name of Property

Dekalb, Georgia

County and State

the floor plan. The house is four bays wide and one pyle deep. There is a porch on the left front of the house that wraps around the left side.

The foundation of the main house is made of stacked stone piers at various locations. There is also cement and stone block floor under much of the house. In most locations, this material does not appear to be supporting the house, but may have been part of a foundation at one time. The house has a wooden frame construction, with portions of wood pegs still visible. The exterior wall finish is a mix of older and newer horizontal, wooden clapboard siding. An older wall material is visible underneath the current siding, and show notches and wooden pegs used to connect and stabilize beams. The roof currently contains at least four materials. The roof over the porch is made of wooden planks covered with standing seam metal. The roof over the main house includes standing seam metal, corrugated metal, and asphalt rolled shingle roofing. It is unlikely that any of these, with the exception of the wooden planks, were the original roofing materials of the house. However, original or historic materials may be present underneath.

Another notable feature of the main house, the aforementioned porch, has a wooden floor and brick-based wooden square columns. Stone steps come off the porch on one side and extend to the area where the recently demolished addition once stood. There is also a small, uncovered wooden porch on the rear of the house. All of the doors and windows are currently boarded shut for security, but it is clear where the openings are. From the interior, the windows and doors are visible and represent various time periods and styles. Some windows are Craftsman style, and there are mostly 6-panel and hand-crafted doors.⁵

Well House:

The well house is a rectangular wooden structure, separated into two halves by a short partition in the center. One side of the partition houses the well, and the other side is currently storing bricks and other historic materials recovered during the demolition of the two wings of the main house. The well itself is covered and surrounded by poured concrete. A rope hangs from an overhead beam over the well, and a notch cut into a second beam suggests that there was once a pulley system there used for retrieving water. The foundation of the well building is made of cement poured over stones, but is obviously a later addition. According to family history, the current well location is the same as the original well first dug by John B. Johns, Sr. when he occupied the land.⁶

The well house has a wooden frame construction, some of which appears to be hand-made. Most of the walls, however, are made of machine cut wooden siding. The siding is horizontal on one side and vertical on the other. Much of the siding is missing, and the front of the building has no wall at all. Despite the sporadic siding, two door openings are visible. A metal fence has been recently placed around the exterior of the building for security. The roof is side gabled, and is made of the same standing seam metal roofing used on the main house.⁷

Dairy House:

⁵ For more detailed pictures of the home's interior, see photographs 20-27. See Photograph 26 for picture of door.

⁶ "Third Generation of Johns Family lives in Old Home," *The Eagle*, October, 1964.

⁷ See Photographs 5-8.

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State

The Dairy House has some of the most unique construction on the site. The building has a main room with two small sheds attached at the eastern and southern sides, and the walls of the main room are made of rammed earth. A rammed earth wall is created by compressing a damp soil mixture into a wooden frame. Once the soil mixture reaches the desired height, the frame is removed and an earthen wall is left. The walls of the attached sheds are made of vertical and horizontal wooden siding, though in many places there is no wall at all, and there is at least one door opening. The wooden siding may have been a later addition. The entire structure, both the rammed earth room and the sheds, are supported by a wooden frame, which is made in part with hand-cut logs. These include saplings supporting the roof of the attached shed and rafters supporting the roof above the rammed earth building.

The Dairy House has a stone foundation and front gabled roof. There are some vertical wooden beams extending from the top of the rammed earth and shed walls to the top of the gable, but rammed earth still visible in one corner of the gable suggests that it may have been completely filled with the rammed earth at one time. The roof is made of corrugated metal sheets supported by a wooden frame. The interior walls of the building show evidence of the molds used in the rammed earth construction. There are hand markings on the walls that appear to relate to food preparation. An historic handmade wooden door hinge is still in the door opening.⁸

Equipment Shed:

The equipment shed is a simple, rectangular wooden structure with a smaller shed addition on one side. The smaller shed was added later, and the two are separated by the equipment shed's wall. Some parts of the shed are supported by cornerstones, but in at least one corner the structure rests on the ground. The walls of the main shed are supported at the corners by vertical wooden boards, while three sides are covered with machine-cut horizontal wood siding. The fourth side, or front, remains open. The smaller shed is supported by stones and has a wooden frame and wooden floor. One wall of the small shed is a shared wall of the larger shed, while the rest of the walls are only a wooden frame with the exception of some vertical wood siding on the front end. On the same front end there is also a now-covered door opening.

The main shed is covered by a front gabled roof that extends over the smaller shed. The gable of the main roof is enclosed on one side by vertical wood boards and on the other side by horizontal wood boards. The roof is supported by saplings and unevenly spaced, hand planed, wooden planks. These planks were most likely historically covered by wooden shingles, but are currently covered by the same standing seam metal roofing seen elsewhere.⁹

Potting Shed:

The potting shed building is the smallest of the four outbuildings, and was likely used for gardening or as a greenhouse. The foundation is made of cement or a mortar mixture covering stones or bricks, which is similar to the rammed earth construction of the Dairy House. The foundation material makes up the entire back wall of the building (approximately 4' high), and slopes downward to approximately 1' high at the building's front. A simple, wooden frame

⁸ See Photographs 9-11 and 28-40.

⁹ See Photographs 9, 12, and 13.

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connects the foundation to a sloped, shed roof made of machine cut boards covered in corrugated metal roofing.

At the front of the potting shed there is a twelve light fixed frame window, currently with two broken lights. Above the window are two small openings that may have contained window panes at one time. These windows, along with the insulated back wall, were most likely used to retain heat for plants inside the potting shed. To the right of the window is a door opening, although one side of the door frame is now missing. There are remains of historic wooden hinges visible. Covering the wooden frame on the two side walls are the remnants of tar paper.¹⁰

The John B. Johns homestead has gone through a fair share of changes over the years. Most of the outbuildings and parts of the main house were additions to the property over time by various owners. Although not original, the historic additions tell an interesting story about a typical rural farm homestead, and its owner's changing needs over time.

The property has experienced some deterioration and vandalism. For example at one time there was a homeless person living in the house. However, there have been some attempts at restoration. All of the buildings, though seemingly structurally sound, are in various states of disrepair. There is some evidence of wood rot in places such as the main house's uncovered back porch and in some of the outbuildings. The surrounding community has demonstrated a high and vested interest in saving the homestead, and there have been some recent attempts at preserving it. These include painting the main house's exterior, patching some holes, and boarding up of most of the windows and doors. These measures were taken to improve the aesthetic look of the house, as well as to help preserve the current state of the property and to dissuade vandalism and trespassing. Much more needs to be done in order to restore the house and outbuildings to an interpreted or working order. But the community interest that exists makes it much more likely that changes will be made and the homestead will be preserved.

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register)

¹⁰ See Photographs 13 and 14.

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listing.)

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- A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B. Property is associated with the lives of persons significant in our past.
- C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- A. Owned by a religious institution or used for religious purposes
- B. Removed from its original location
- C. A birthplace or grave
- D. A cemetery
- E. A reconstructed building, object, or structure
- F. A commemorative property
- G. Less than 50 years old or achieving significance within the past 50 years

Areas of Significance

(Enter categories from instructions.)

Architecture

Exploration/Settlement

Archeology: Historic/ Non-Aboriginal

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Period of Significance

1822-2005

Significant Dates

1822, 1829

Significant Person

(Complete only if Criterion B is marked above.)

N/A

Cultural Affiliation

N/A

Architect/Builder

John Bolen Johns, Sr.

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Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The John B. Johns Homestead is significant at the local and state level under National Register Criteria A and C. The site is significant under Criterion A as an example of Dekalb County's settlement patterns and a vernacular building's change over time. The home, constructed in the late 1820s on a lot won through a land lottery, is one of the oldest remaining houses in Dekalb County, and was owned and lived in by members of the original family until 2005. Under Criterion C, the house is architecturally significant as an excellent and rare surviving example of a vernacular single pen turned saddlebag house. The outbuildings, constructed throughout the 1800s, are architecturally significant as examples of rural building types on a farm homestead. The Dairy House in particular is one of only a few documented rural examples of rammed earth construction in the state.

Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

History

Although the Johns Homestead was owned continuously by one family for over 175 years, they were not the first owners of Land Lot 165 where the house is located. The first owner was Reason Whitehead, who won the land in the 1821 land lottery. John Johns, father of the homestead's builder, won nearby Land Lot 144.¹¹ John Johns was a Revolutionary War veteran living in Wilkes County with his wife Anne Smith, whom he married around 1800. He is listed on the Wilkes County, Georgia Tax list starting in 1790.¹²

The 1821 land lottery occurred soon after Henry County was created by the Georgia State Legislature. The land was acquired from the Creek Indian Nation by the First Treaty of Indian Springs. In 1822, the General Assembly formed Dekalb County, taking land from Henry County as well as Fayette and Gwinnett counties. John Johns won Land Lot 144, District 18 in the original 1821 lottery.¹³ He purchased the Land Lot, 165 in District 18, from Reason Whitehead sometime between 1821 and 1828 for a reported \$10 per acre.¹⁴ Land Lot 165 would be the future location of the John B. Johns Homestead. John Johns died on December 5, 1829 in Wilkes County, Georgia. His last will and testament dated March 26, 1827, left an equal share of all his

¹¹ Georgia Secretary of State's Office, Department of Archives and History, *Lottery Grant Name Indices, 1805-1832*, microfilm, Atlanta, Georgia.

¹² Marriage Records, Biographical Files, Johns Family, Dekalb History Center Archives.

¹³ Georgia Secretary of State's Office, Department of Archives and History, *Lottery Grant Name Indices, 1805-1832*, microfilm, Atlanta, Georgia.

¹⁴ "Third Generation of Johns Family lives in Old Home," *The Eagle*, October, 1964. 1.

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property to his sons, John B. Johns and Gustavus G. Johns, via his wife.¹⁵ According to family history however, the land was claimed in 1825. But other accounts have John Johns, Sr. arriving in Dekalb County in 1829, presumably after the death of his father and transfer of the land. The land lottery, as well as the passing of land from father to son, reflects local and regional exploration and settlement trends of the time.

John Bolen (also Boland, Bolin, Bolling) Johns Sr., the son of John Johns, was born on March 19, 1806 in Wilkes County, Georgia. He married Susan White in 1830 in Dekalb County.¹⁶ Unfortunately, records recording the building of the John B. Johns Homestead appear to have been lost in the Dekalb County Courthouse fire of 1842. However, the family has an original receipt from 1833 noting a property tax paid to Dekalb County by John B. Johns of .99 cents for the year 1832.¹⁷

Despite the lack of official records, the building of the original house on the Johns Homestead property can be set between 1829 and 1832 by process of elimination and family histories. It is said that the house was originally a log cabin, and the timbers were used to construct the single pen house. Family history says that John B. Johns, Sr. built the chimney with two sides, looking forward to the time that he could add another room very soon. His intuition came true, and in the next few years a second room was added to the single pen house, thereby converting it to a saddlebag layout. The saddlebag iteration of the house can be seen in a family photograph thought to be from the 1890s¹⁸. John B. Johns, Sr. is said to have made the bricks for the original home himself from nearby clay, and fired them on the property. The same clay material was used to construct the dairy house outbuilding on the property. Johns also dug the original well, which was consistently used by the family and still exists today.¹⁹

As John B. Johns Sr. built and expanded his home, he also became an important part of the local community known as Pea Ridge, Montreal, and later Tucker. Unfortunately, little written history remains of the Pea Ridge and Montreal communities today. It is known, however, that John B. Johns, Sr. donated an acre of his land to build the community a schoolhouse, which was named the John B. Johns School in his honor.²⁰ Education was important to Johns and his neighbors. In many of the Census records, it shows that almost every family member could read and write, even though not all of them had attended school.²¹ The school building, which was later renamed Rehoboth School, was also used as the first iteration of the Rehoboth Baptist Church.²² The church, which was at one point the largest congregation in Dekalb County, was built by John

¹⁵ Will of John Johns, Biographical Files, Johns Family, Dekalb History Center Archives.

¹⁶ McDonald, Patricia Johns. "Johns Heritage Park/Adelle Johns Preserve." Letter to Dekalb County Board of Commissioners. 24 Aug. 2004.5.

¹⁷ "Third Generation of Johns Family lives in Old Home," *The Eagle*, October, 1964. 2.

¹⁸ See Photograph 41.

¹⁹ "Third Generation of Johns Family lives in Old Home," *The Eagle*, October, 1964.

²⁰ Vivian Price, *The History of Dekalb County, 1822-1900* (Wolfe Publishing Company, 1997), 312.

²¹ 1900 Dekalb County Census, Browning Militia District.

²² See Photograph 54.

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B. Johns, Sr. on land he had donated in 1854.²³ The church still has a copy of the original contract. John B. Johns, Sr.'s involvement in some of the key early developments in the surrounding community helps to give his homestead local significance.

During the American Civil War, the Johns Family stayed in the area even as many others fled. John B. Johns, Sr. was said to be a Union man, which was typical of Dekalb County.²⁴ Oral histories of descendants state that the family hid wheat or corn from troops in the walls of the homestead, and let it out when needed via several holes drilled in the wall boards.

Land Ownership and Transfer of Property

The continuing ownership of the John B. Johns Homestead property by the family helped to set the backdrop for their impact on the surrounding communities. After John Johns from Wilkes County died, his son John B. Johns, Sr. acquired the land. During his lifetime John B. Johns, Sr. later gave or sold pieces of Land Lots 143 and 165. The land on which the Johns homestead sits was given by John B. Johns Sr. to his youngest son John B. Johns, Jr., who was born in 1864 and married Mary K. Jackson in 1889.²⁵ As previously mentioned, the Johns family also donated one acre of land each for the Rehoboth School (originally the John B. Johns School), now Rehoboth Baptist Church, and what is now the Rehoboth Cemetery. A complete list of land transfers can be found in the footnotes.²⁶

²³ Contract between John B. Johns Sr. and Rehoboth Baptist, Biographical Files, Johns Family, Dekalb History Center Archives.

²⁴ Price, 335.

²⁵ Family tree, Biographical Files, Johns Family, Dekalb History Center Archives.

²⁶ -The original Land Lots 144 and 165 continued to be sold and given to others in pieces throughout the years.

- On March 10, 1877, he gave 10 acres of lot 165 to his son Samuel R. Johns.

- On October 30, 1889, John B. Johns, Sr. gave 45 acres of lot 165 to his son Samuel R. Johns.

- On October 30, 1889, 52 acres of land from Land Lot 144 and 165 were given to his son John B. Johns, Jr.

- November 2, 1889 John B. Johns, Sr. deeded 25 acres of land to his son Robert S. Johns, but retained the right to cultivate the land for the rest of his life.

-On February 7, 1914, Samuel R. Johns gave 25 acres of Land Lot 165 to his son, Luther M. Johns.

-On November 5, 1915, Samuel R. Johns gave 25 acres of Lot 165 to his wife, Ida A. Johns, and his son, William F. Johns.

-A map of Dekalb County from 1915 shows John B. Johns and S.R. Johns owning portions of Land Lot 165, and a Mrs. Mary Johns owning a portion of Land Lot 144.

-On August 3, 1921, Ida A. Johns gave her son, William F. Johns, 25 acres of Land Lot 165.

-In the years 1924-1927, John B. Johns, Jr. sold pieces of Land Lot 165 to his sons Ernest W. Johns and C. M. Johns for "\$5, love, and affection" each.

-On March 27, 1926, John B. Johns, Jr. sold, 5 acres of Land Lot 165 to his son C. S. Johns for \$25.

-On November 23, 1932, William F. Johns gave Ida A. Johns 25 acres of Land Lot 165, "excluding his house where he will continue to live."

-In 1934, John B. Johns Jr. received part of Land Lot 144 from a Lillouise Smith Green.

On December 1, 1939, John B. Johns Jr. purchased part of Land Lot 144 from A. W. Stapp.

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Though the list of deed transfers, as seen in the footnotes, is complicated, the land ownership of the portion of Land Lot 165 being nominated can best be determined by available deed records as transferring from John Johns to John B. Johns, Sr. to John B. Johns, Jr. to Ernest W. Johns to Johnny Lamance Johns to Syble Johns Lindsay to Dekalb County. The John B. Johns Homestead is unique for being owned, occupied and operated by one family for so long, over 175 years and many generations. Today, the John B. Johns Homestead property belongs to Dekalb County. The remaining 22 acres of land retain pieces of both of the original Johns Land Lots 144 and 165. The adjacent 28 acres of land, known as Twin Brothers Lake, are being utilized as part of the largest green space initiative in Dekalb County.

Agriculture

The Johns Family farmed the land associated with the Johns Homestead for many years, until about 1980-5. It is thought that during that time, the farm produced wheat, corn, and perhaps cotton. The family stored their own dairy and food on site in the dairy house, and potentially produced more to sell to the surrounding community. More research is needed to assess the probable agricultural significance and history of this property. There is a piece of farming equipment in the woods beyond the buildings. It appears to be a cylinder-rake hay loader.²⁷

Architecture

The Johns Homestead is an excellent example of a vernacular collection of buildings associated with late nineteenth century rural Dekalb County and farming. The house is a single pen turned saddlebag, and the property also has typical late nineteenth century and early twentieth century outbuildings. The two rooms of the saddlebag house layout still remain. The attic, or half-story, of the original single pen is still accessible by stairs. The chimney is said to still be the original, and built by John Johns, Sr. at the time of the single pen construction.

The Johns Homestead went through several additions and modifications throughout the years, as was typical of a rural farm homestead of this type. As technology changed and the family grew,

-In 1942, C. S. Johns gave C. M. Johns 5 acres of Land Lot 165.
-On March 19, 1947, C. S. Johns sold portions of Land Lot 165 for \$1 each to his children: Adelle Johns, Johnny Lamance Johns, Syble Johns, Lindsay, Conrad Johns, and Patricia Johns.
On November 22, 1955, Sybille Johns Lindsay granted a portion of Land Lot 165 to Adelle Johns.
-In 1990, Johnny Lamance Johns died, and his land on Land Lot 165 was deeded to various members of the Johns family, including Syble Johns Lindsay.
-In November 2004 Syble Johns Lindsay, Michael Lindsay, and Syble Lindsay sold their remaining portions of Land Lot 165 and the buildings on it to Dekalb County for \$10.00, documented in a deed written on April 8, 2005.
(All records from: Dekalb County Government, Real Estate Division, *Dekalb County Land Records*, Decatur, Georgia)

²⁷ McCormick-Deering Instruction pamphlet, Johns Homestead Files, Dekalb Co.

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changes were made to the house. At the time the property was sold to Dekalb County in 2004, there were a total of six rooms in the house. The layout included the original single room, plus the early one room addition, as well as two ell wing additions with two rooms each.²⁸ Unfortunately in 2008, a large oak tree fell and damaged the west wing extensively. It was determined unsalvageable by Dekalb County, and demolished carefully. In 2010-2013, the east wing was also slowly demolished due to poor condition and for safety reasons, as well as a portion of the back porch. The County salvaged many historic materials in the hopes they can be used to restore and preserve the historic two-room farmhouse. The County has repaired leaks in the roof, negated some graffiti damage, and continues to try to maintain the property with the available funds.

The outbuildings on the Johns Homestead property are significant because they are for the most part in their original forms, and show a bygone way of life typical of the local area. The Well House contains the original well dug by John B. Johns, Sr. The Equipment Shed is a typical shelter for a tractor and other small farming equipment not housed in a larger barn. A shed roofed addition on the side of the equipment shed was used as a workshop. The Potting Shed is a small building that would have been used for potting plants and starting seedlings, similar to a greenhouse. The lower portion of the Potting Shed is made of rammed earth, a method of construction also visible in the Dairy House. The construction dates are unknown for the outbuildings, but construction techniques and details date them between 1880 and 1910. Some, particularly the dairy house, could be from an earlier date.

The rammed earth construction of the Dairy House is a very rare example of this type of construction in both Dekalb County and Georgia. Rammed earth construction is similar to and often used interchangeably when describing poured concrete, Pise, adobe, tabby, compressed earth block or molded earth cobb construction.²⁹ Each type however, is distinct from the others. There are a few other examples of high-style rammed earth in Georgia such as The Johnson House, Dunham House and Wells-Brown House near Stone Mountain. Closer to Atlanta, the Grant Mansion and the Judge William Wilson House are also rammed earth construction.³⁰ This type of construction technology was being used in the 1840s in Georgia, so the John B. Johns Homestead Dairy House could well have been built around that time. And although no complete survey has been done, at this time there is no other record of a vernacular rammed earth outbuilding like the John B. Johns Homestead Dairy House in Georgia. Historically this type of building was used for food preparation and storage, often of dairy products such as milk and cheese. It was also used to build slave quarters in Virginia and South Carolina.³¹ According to the family the John B. Johns' Dairy House had several uses including storing crops, food, dairy products, and wine. However, this building could have originally been built for the Johns family's two slaves and later used for other functions.

Rammed earth construction is a process that involves building a form out of wood, then filling it

²⁸ See Map 02.

²⁹ Gramlich, Ashley N. A Concise History of the Use of Rammed Earth Building Technique. Thesis. (University of Oregon) 2013.

³⁰ Tankersley, Matt. *Georgia's Nineteenth Century Concrete Houses*. 6.

³¹ Gramlich, Ashley N. A Concise History of the Use of Rammed Earth Building Technique. Thesis. (University of Oregon) 2013.107.

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with a mix of soil, sand and clay. The mix is then rammed tight and allowed to set. The formwork is then removed and placed on top of the material. Another level is added using the same technique until the desired height of the building is achieved.³² The material was sometimes plastered over with mud, lime-based stucco or another concrete-type material to set everything, then white-washed. The lines of the formwork are still visible on the interior of the Johns homestead dairy. The building's condition is remarkably intact considering the materials and its age. There are however, a few condition issues that should be addressed. A date of construction has not been determined at this time, but it is thought to be between 1865-1880. The family used the building up until the farm ceased operation. The name "Charlie" is inscribed in the flooring material, which could be Charlie Johns, the son of John B. Johns, Jr.³³ There are also markings on the interior walls that relate to food preparation and storage. John B. Johns, Sr. may have learned the rammed earth construction technique from his father, John Johns from Wilkes County. There are some examples of rammed earth constructed buildings in Virginia, where John Johns originally hailed from. This type of construction is important in that it shows the passing of technology from Europe to the Americas. Rammed earth construction was much more prevalent in European countries, and as such there are more remaining examples. Thomas Jefferson is believed to be the catalyst for introducing rammed earth construction to the United States.³⁴

Archeology

Although thus far undetermined, the John B. Johns Homestead site has the potential to be archeologically significant. The land was originally inhabited by the Creek Indians before the Johns Family settled there. The current Lawrenceville Highway was once an Indian trail (possibly called Hightower),³⁵ and has been well traveled for hundreds of years. Later the road was called the Lawrenceville Decatur Road, as it connected the two cities of Lawrenceville and Decatur. The road was built sometime around 1823, the beginning of Dekalb County.³⁶ The land may have sites related to the Creeks in the form of burial sites or dwelling areas that could reveal important insights to the people of the area before the Johns Family.

There are also several locations on the property that could reveal more information about the Johns Family, as well as the typical workings of a rural Georgia farm. For example, there was once a barn, a sorghum mill, and potentially a slave dwelling on the property. The Johns Family is listed in an 1849 tax record as owning two slaves, but it is not known at this time whether the slaves³⁷ lived on the property, or in the nearby Pea Ridge community. However, archeological digs in the area could reveal more of this information.

Conclusion

³² See Photograph 39.

³³ See Photograph 38.

³⁴ Gramlich, 105.

³⁵ Price, Insert.

³⁶ Stubbs, Bob. *Laurel Ridge Community History*. Laurel Ridge Civic Association.

³⁷ Georgia Secretary of State's Office, Department of Archives and History, *1855 Dekalb County Tax Digest*, microfilm, Atlanta, Georgia.

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Unfortunately the land and the John B. Johns Homestead are in constant danger of being developed. The location is prime real estate, and the value will only increase as the area continues to build and revive as many of the counties and neighborhoods closer to Atlanta have tended to do as of late. The local community has demonstrated a vested interest in the property. They are continuously working to protect it and the associated green space. These groups include: Friends of Johns Homestead, the Tucker Historical Society, the Tucker Civic Association, and local neighbors have been instrumental in protecting the property from becoming a proposed county animal shelter in 2013.

9. Major Bibliographical References

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Previous documentation on file (NPS):

___ preliminary determination of individual listing (36 CFR 67) has been requested

___ previously listed in the National Register

___ previously determined eligible by the National Register

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designated a National Historic Landmark
 recorded by Historic American Buildings Survey # _____
 recorded by Historic American Engineering Record # _____
 recorded by Historic American Landscape Survey # _____

Primary location of additional data:

State Historic Preservation Office
 Other State agency
 Federal agency
 Local government
 University
 Other
Name of repository: _____

Historic Resources Survey Number (if assigned): N/A

10. Geographical Data

Acreeage of Property 22

Use either the UTM system or latitude/longitude coordinates

Latitude/Longitude Coordinates

Datum if other than WGS84: _____

(enter coordinates to 6 decimal places)

- | | |
|----------------------|---------------------|
| 1. Latitude: 33.8314 | Longitude: -84.2452 |
| 2. Latitude: | Longitude: |
| 3. Latitude: | Longitude: |
| 4. Latitude: | Longitude: |

Or

UTM References

Datum (indicated on USGS map):

NAD 1927 or NAD 1983

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- | | | |
|----------|-----------|-----------|
| 1. Zone: | Easting: | Northing: |
| 2. Zone: | Easting: | Northing: |
| 3. Zone: | Easting: | Northing: |
| 4. Zone: | Easting : | Northing: |

Verbal Boundary Description (Describe the boundaries of the property.)

The boundary for the John B. Johns Homestead is shown as the grey shaded area on the accompanying map entitled "Map 02 Site Plan." The shaded area encompasses 22 acres of the historic Johns property that is currently owned by Dekalb County.

Boundary Justification (Explain why the boundaries were selected.)

The boundary includes the farmhouse, outbuildings and the adjacent grounds historically associated with the Johns family that is currently owned by Dekalb County. Adjoining parcels of the original farm have been excluded because they have been subdivided and developed into residential neighborhoods. It excludes the adjacent property currently owned by Dekalb County that is historically associated with the Twin Brothers Lake. The boundary of the nominated property is the remnant of the original parcels historically associated with the Johns property.

11. Form Prepared By

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date:

December 05, 2013

Additional Documentation

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Submit the following items with the completed form:

- **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series) indicating the property's location.
 - See Map 01 Location Map
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
 - See Map 04 Photo Key Plan
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)
 - See Map 03 Building Reference Plan

Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log

Name of Property: Johns B. Johns Homestead
City or Vicinity: Tucker, DeKalb County, Georgia
Photographer: Christy Atkins & Jennifer Williams
Date Photographed: September-November, 2013

Description of Photograph(s) and number, include description of view indicating direction of camera:

1. Photograph 01
 - a. Main House, west facade, camera facing east
2. Photograph 02
 - a. Main House, south facade, camera facing north
3. Photograph 03
 - a. Main House, east facade, camera facing west
4. Photograph 04
 - a. Main House, north facade, camera facing south
5. Photograph 05

John B. Johns Homestead

Name of Property

Dekalb, Georgia

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- a. Well House, south façade, camera facing north
6. Photograph 06
 - a. Well House, east façade, camera facing west
7. Photograph 07
 - a. Well House, north façade, camera facing south
8. Photograph 08
 - a. Well House, west façade, camera facing east
9. Photograph 09
 - a. Dairy House & Equipment Shed, north facades, camera facing southeast
10. Photograph 10
 - a. Dairy House, north façade, camera facing south
11. Photograph 11
 - a. Dairy House, east façade, camera facing west
12. Photograph 12
 - a. Equipment Shed, north façade, camera facing south
13. Photograph 13
 - a. Equipment Shed & Potting Shed, west facades, camera facing east
14. Photograph 14
 - a. Equipment Shed, Potting Shed, Dairy House, south facades, camera facing northeast
15. Photograph 15
 - a. Concrete Pond, camera facing east
16. Photograph 16
 - a. Abandoned Farm Equipment, camera facing northeast
17. Photograph 17
 - a. Dairy House & Equipment Shed, detail of rammed earth construction and paint colors on Equipment Shed, camera facing south
18. Photograph 18
 - a. Main House, detail of construction under wooden weatherboards, camera facing west
19. Photograph 19
 - a. Main House, detail of construction where demolished addition once connected, camera facing east
20. Photograph 20
 - a. Main House, Interior, original single pen space, west elevation showing door and double window, camera facing west
21. Photograph 21
 - a. Main House, Interior, original single pen space, north elevation showing single window, camera facing north
22. Photograph 22
 - a. Main House, Interior, original single pen space, east elevation showing single window and attic access, camera facing east
23. Photograph 23
 - a. Main House, Interior, original single pen space, south elevation showing fireplace and historic materials on floor, camera facing south

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24. Photograph 24
 - a. Main House, Interior, Saddlebag addition space, east elevation showing door opening, historic door, and damage in left corner, camera facing east
25. Photograph 25
 - a. Main House, Interior, Saddlebag addition space, north elevation showing fireplace and historic materials on floor, camera facing north
26. Photograph 26
 - a. Main House, Interior, Saddlebag addition space, west elevation showing handmade door, camera facing west
27. Photograph 27
 - a. Main House, Interior, Saddlebag addition space, south elevation showing single window and part of door, camera facing south
28. Photograph 28
 - a. Dairy House, Exterior detail of rammed earth construction at northwest corner, camera facing south
29. Photograph 29
 - a. Dairy House, Exterior detail of door opening on north façade, camera facing south
30. Photograph 30
 - a. Dairy House, Interior showing wood shelves on south elevation, camera facing south
31. Photograph 31
 - a. Dairy House, Interior showing ceiling and wood saplings, camera facing south
32. Photograph 32
 - a. Dairy House, Interior showing food preparation notes on east elevation, camera facing east
33. Photograph 33
 - a. Dairy House, Interior showing food preparation notes on east elevation, camera facing east
34. Photograph 34
 - a. Dairy House, Interior showing food preparation notes on east elevation, camera facing east
35. Photograph 35
 - a. Dairy House, Interior showing food preparation notes on east elevation, camera facing east
36. Photograph 36
 - a. Dairy House, Interior showing detail of handmade wooden door hinge remnants on north elevation, camera facing north
37. Photograph 37
 - a. Dairy House, Interior showing detail of rammed earth construction at northwest corner and deterioration, camera facing northwest
38. Photograph 38
 - a. Dairy House, Interior showing detail of floor markings just inside door, camera facing south
39. Photograph 39

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- a. Dairy House, Interior showing detail of rammed earth construction on east elevation, camera facing east
40. Photograph 40
 - a. Dairy House, Exterior showing detail of rammed earth construction and wood saplings, camera facing south
41. Photograph 41
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Main house, showing saddlebag configuration, camera thought to be facing east, circa 1890s.
42. Photograph 42
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Unknown, unknown, Adele Johns, Mary Kathryn Johns, unknown, date unknown.
43. Photograph 43
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Robert Johns on right, date unknown.
44. Photograph 44
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Charlie Johns, Jr., John B. Johns, Jr., Byron W. Johns, date unknown.
45. Photograph 45
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Charlie Johns, Jr., John B. Johns, Jr., Byron Johns, date unknown.
46. Photograph 46
 - a. Historic photograph courtesy of Vanishing Georgia. Byron Johns, Charlie Johns, date unknown.
47. Photograph 47
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Leila Johns, Age 24.
48. Photograph 48
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Ernest Johns, date unknown.
49. Photograph 49
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Clarence Johns, date unknown.
50. Photograph 50
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Samuel R. Johns' Blacksmith Shop near downtown Tucker, date unknown.
51. Photograph 51
 - a. Historic photograph courtesy of Dekalb County Recreation, Parks & Cultural Affairs, Johns Homestead Files. Samuel R. Johns' Home near John B. Johns Homestead, date unknown.
52. Photograph 52

John B. Johns Homestead

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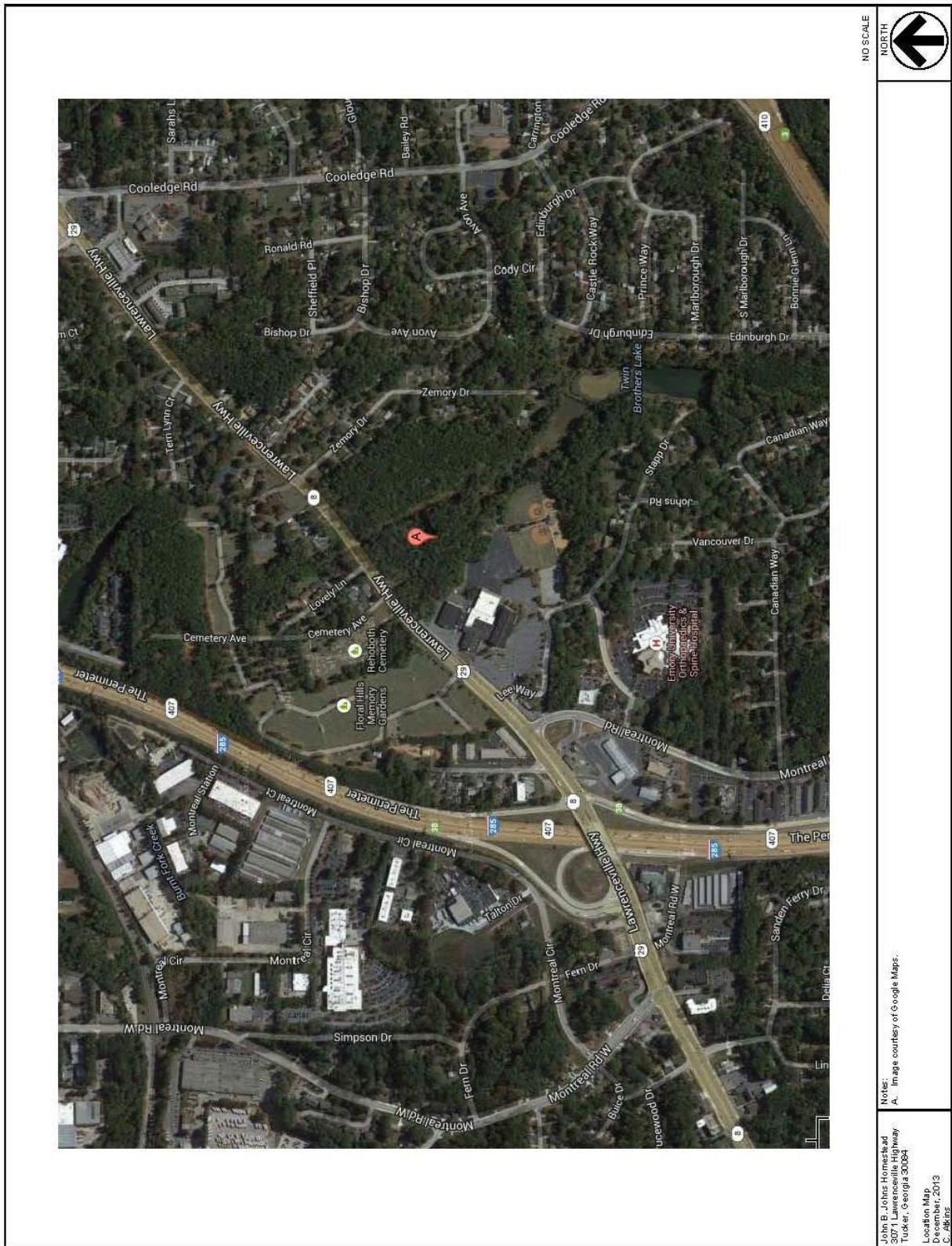
- a. John B. Johns, Sr. headstone, Rehoboth Cemetery, Tucker, Georgia. Photograph courtesy of Billion Graves.
53. Photograph 53
- a. John B. Johns, Jr. headstone, Rehoboth Cemetery, Tucker, Georgia. Photograph courtesy of Billion Graves.
54. Photograph 54
- a. Sketch of John B. Johns Schoolhouse/Rehoboth Baptist Church's first building. Image courtesy of Rehoboth Baptist Church.
-

Additional Documentation – Maps

See next page.

John B. Johns Homestead
Name of Property

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Map 01 - Location Map

John B. Johns Homestead
Name of Property

Dekalb, Georgia
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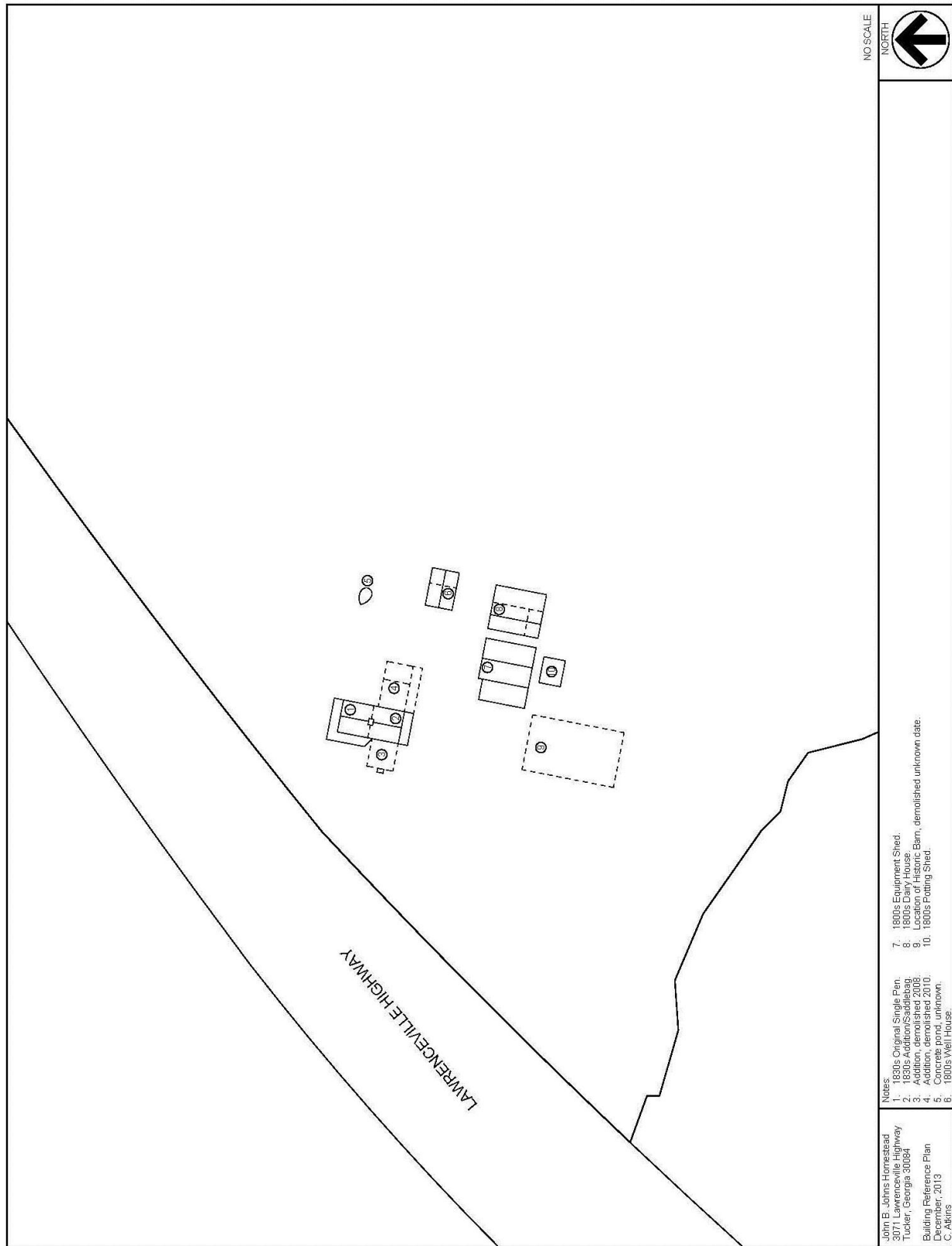
Notes:
1. John B. Johns Homestead Property (as designated by Dekalb County)
2. Historic Rehobeth Cemetery
3. John B. Johns School Historic Location, Currently Rehobeth Baptist Church

John B. Johns Homestead
3071 Lawrenceville Highway/
Tucker, Georgia 30084
Site Plan
December, 2013
C:\A\B\B

Map 02 - Site Plan

John B. Johns Homestead
 Name of Property

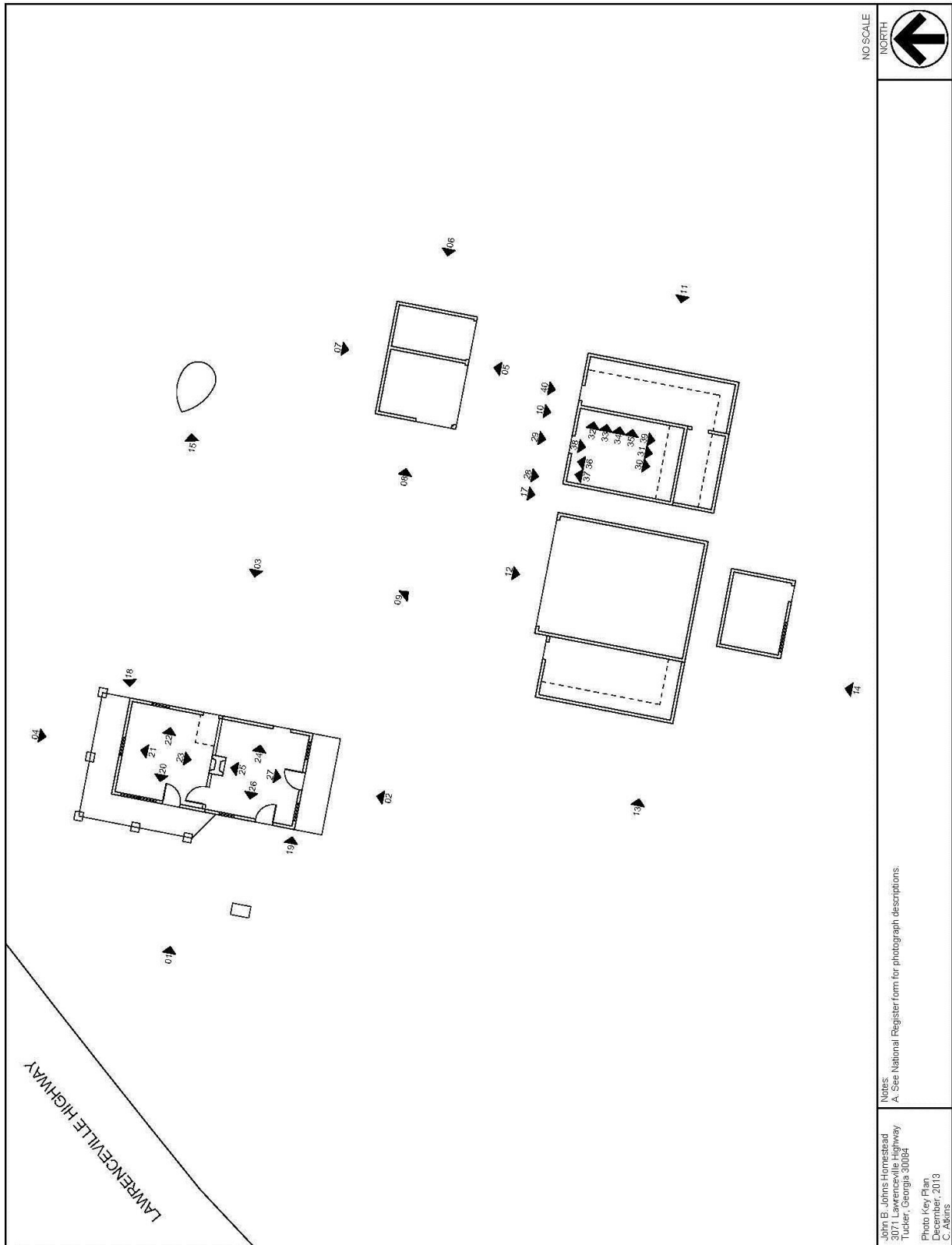
Dekalb, Georgia
 County and State



Map 03 - Building Reference Plan

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Map 04 - Photo Key

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State

Additional Documentation – Photographs



Photograph 01 - horizontal



Photograph 02 - horizontal

John B. Johns Homestead
Name of Property

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County and State



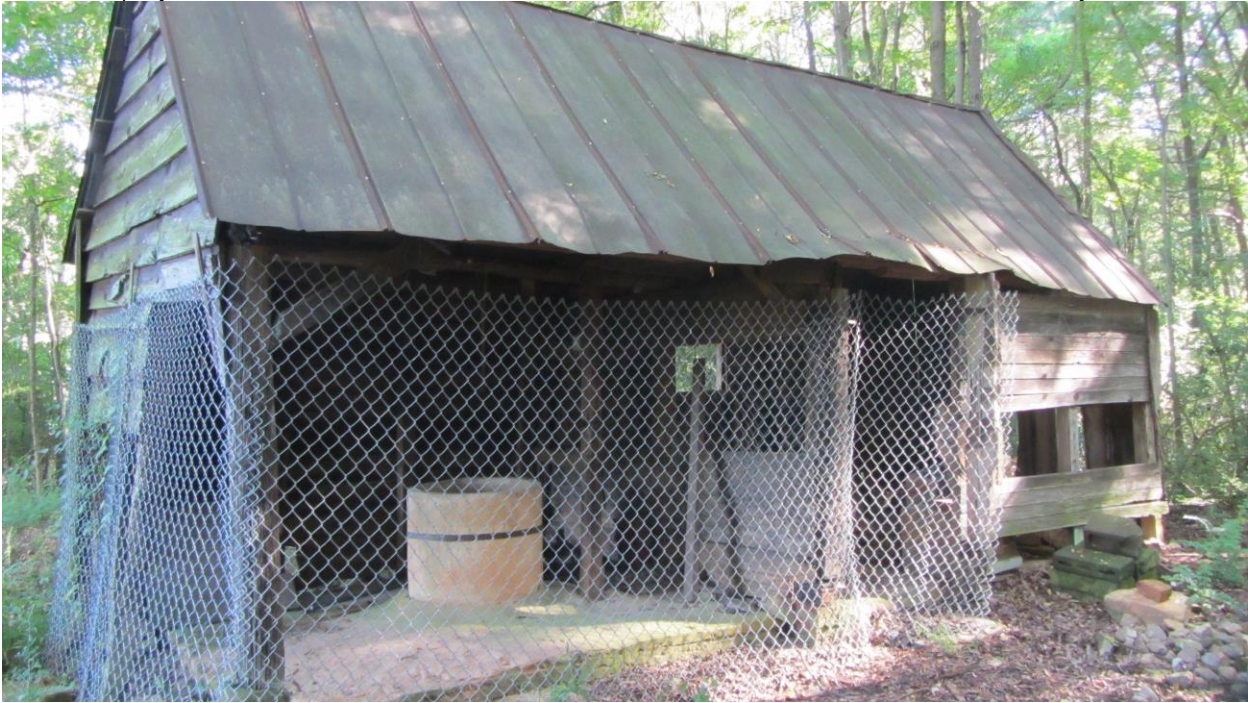
Photograph 03 - horizontal



Photograph 04 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
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Photograph 05 - horizontal



Photograph 06 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 07 - horizontal



Photograph 08 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 09 - horizontal



Photograph 10 - horizontal

John B. Johns Homestead
Name of Property

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Photograph 11 - horizontal



Photograph 12 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
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Photograph 13 - horizontal



Photograph 14 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
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Photograph 15 - horizontal



Photograph 16 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
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Photograph 17 - vertical



Photograph 18 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 19 - horizontal



Photograph 20 - horizontal

John B. Johns Homestead
Name of Property

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County and State



Photograph 21 - horizontal



Photograph 22 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 23 - horizontal



Photograph 24 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 25 - horizontal



Photograph 26 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 27 - vertical



Photograph 28 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 29 - vertical



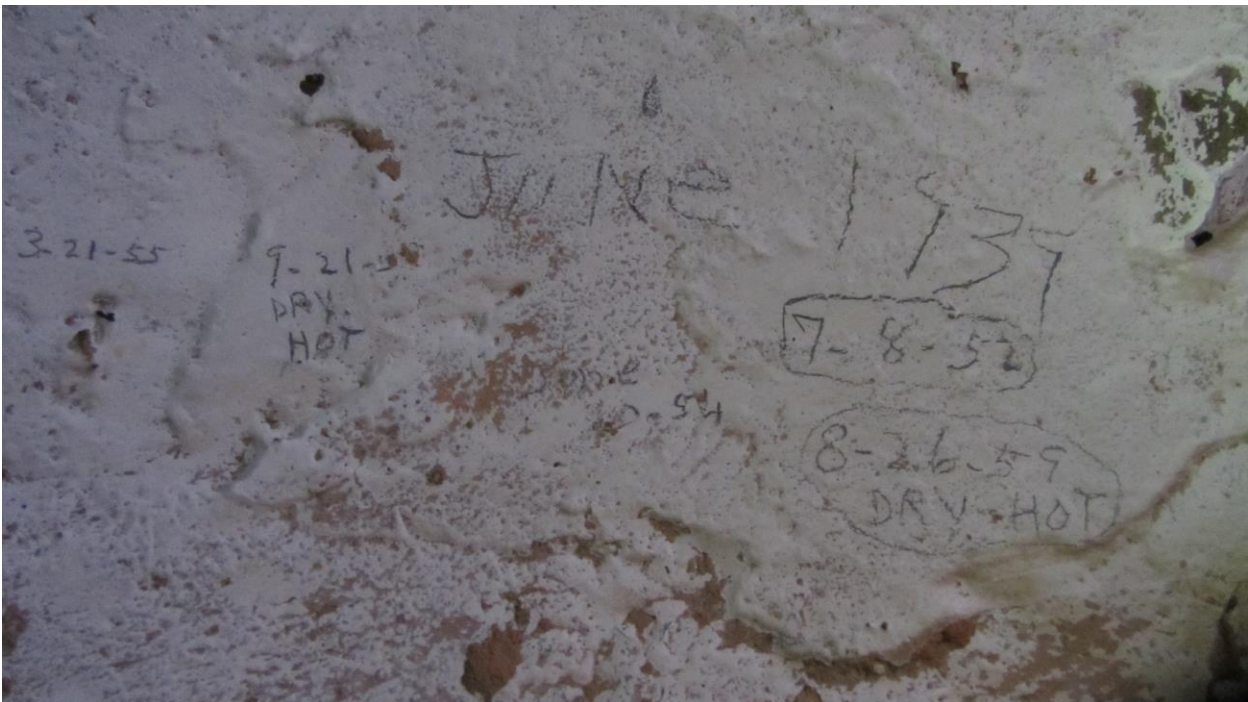
Photograph 30 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
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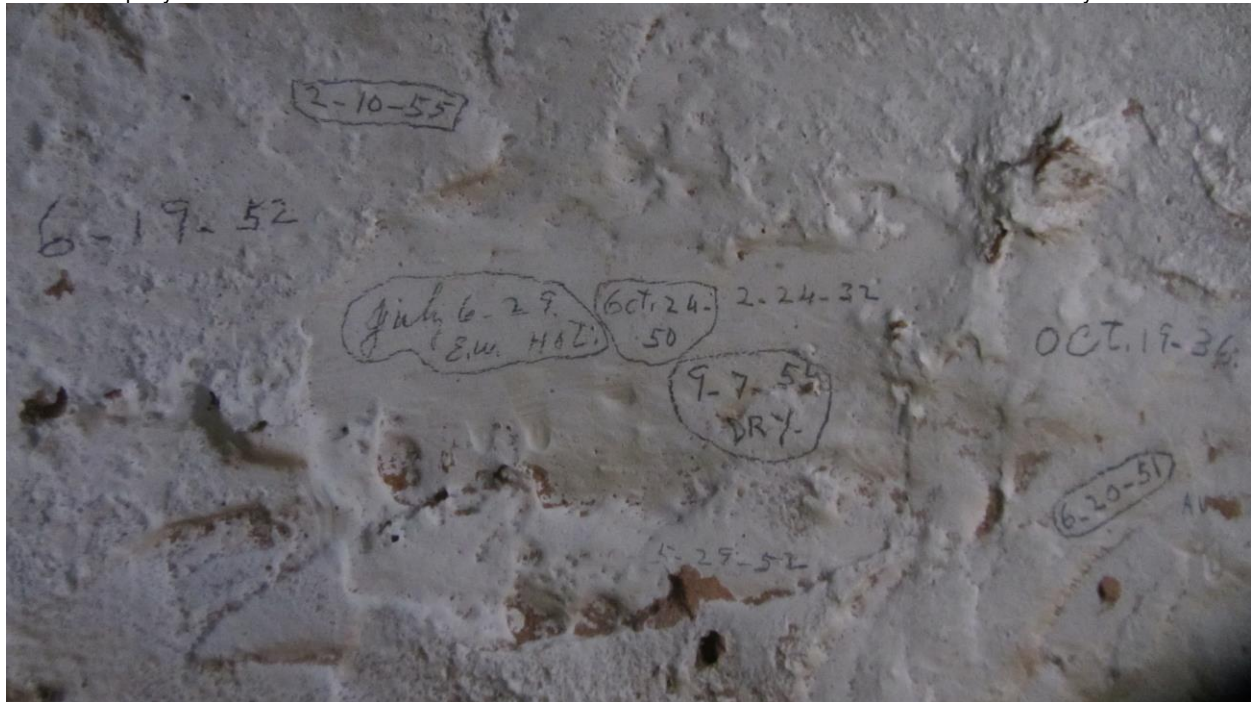
Photograph 31 - horizontal



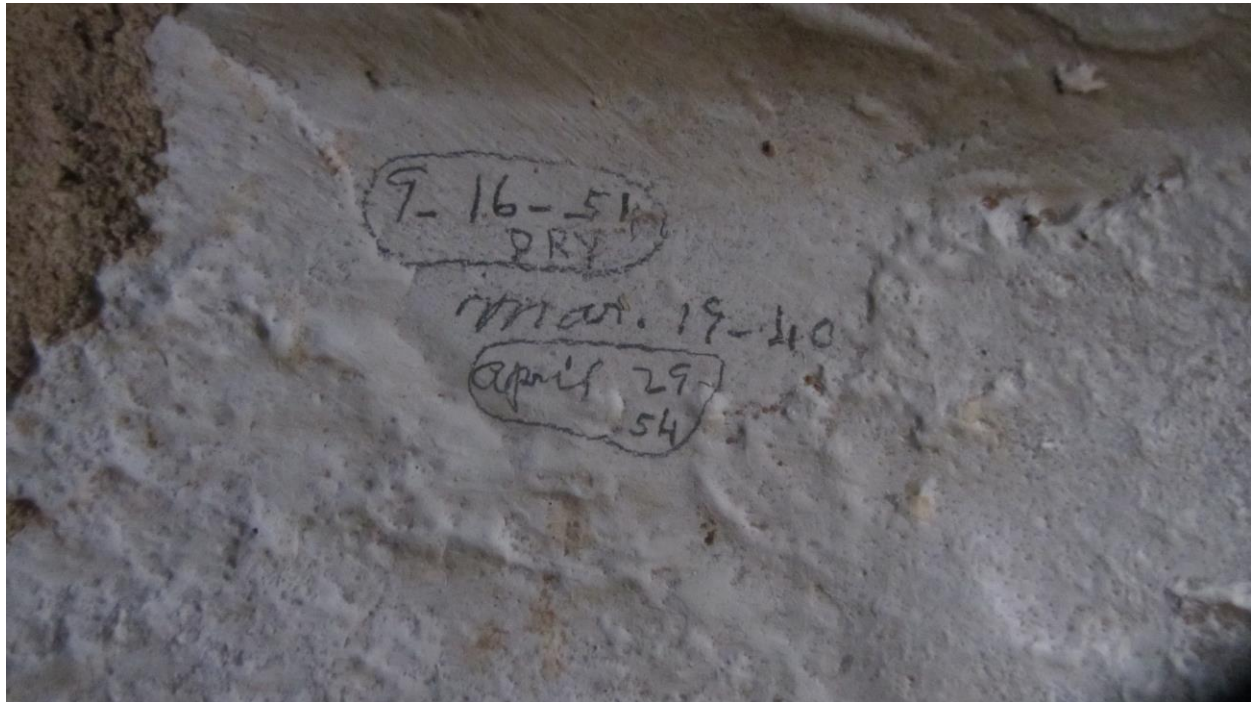
Photograph 32 - horizontal

John B. Johns Homestead
Name of Property

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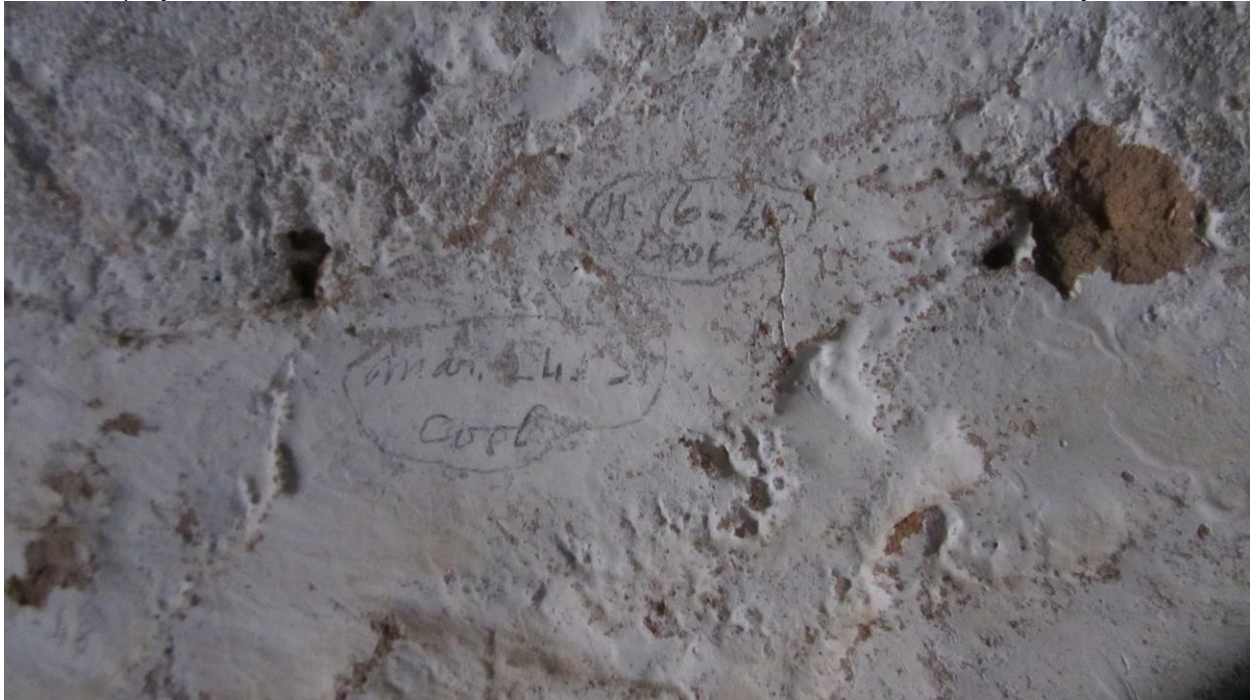
Photograph 33 - horizontal



Photograph 34 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
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Photograph 35 - horizontal



Photograph 36 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 37 - vertical



Photograph 38 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 39 - vertical



Photograph 40 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 41 - horizontal



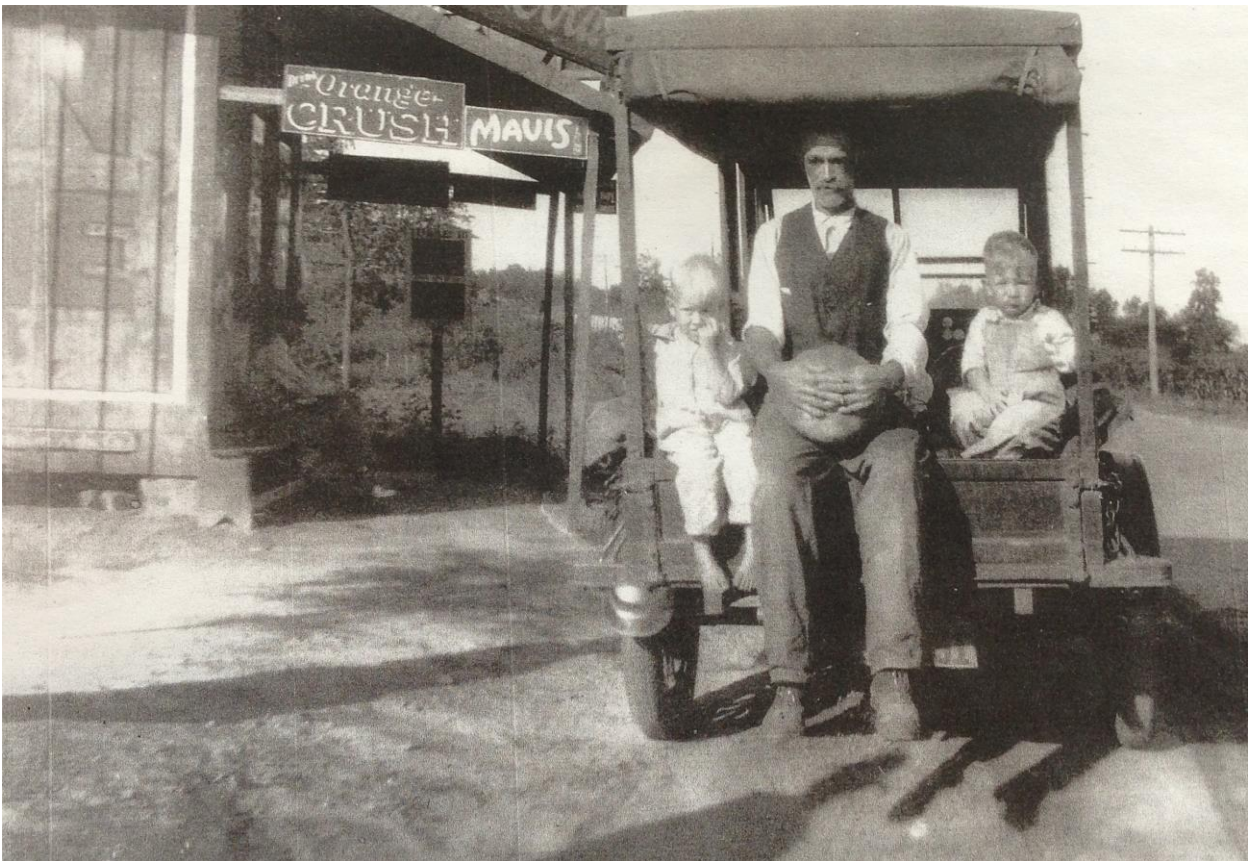
Photograph 42 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 43 - vertical



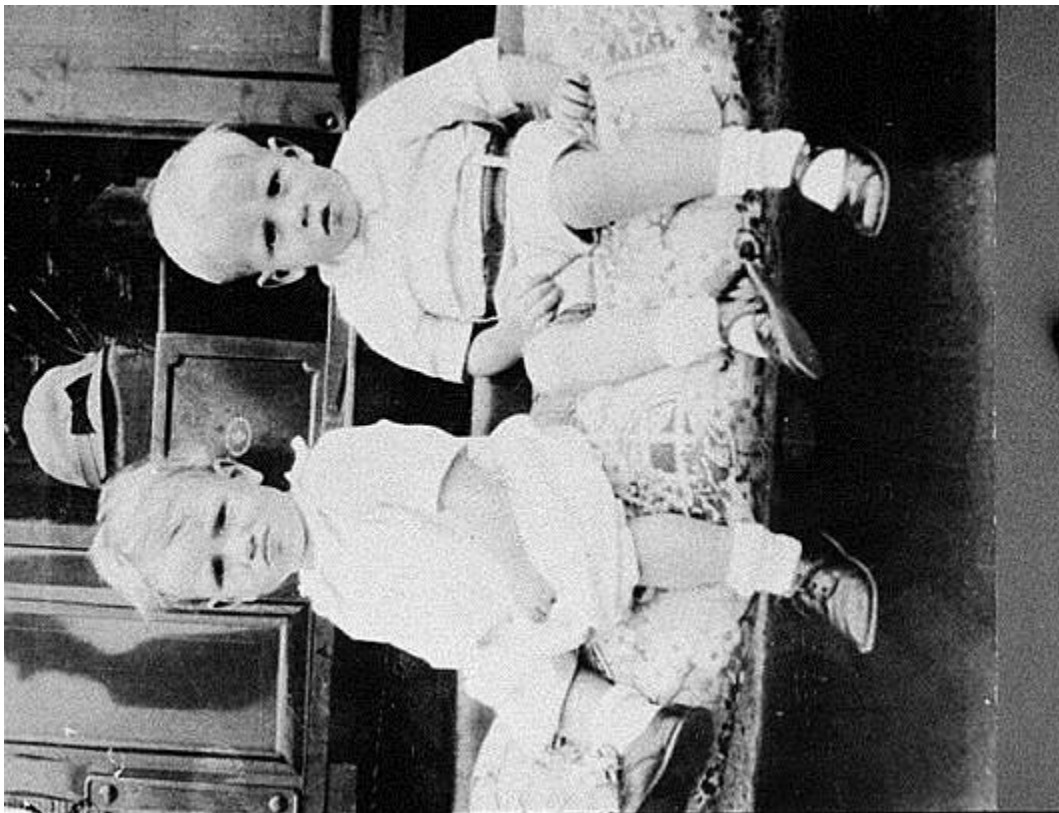
Photograph 44 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 45 - vertical



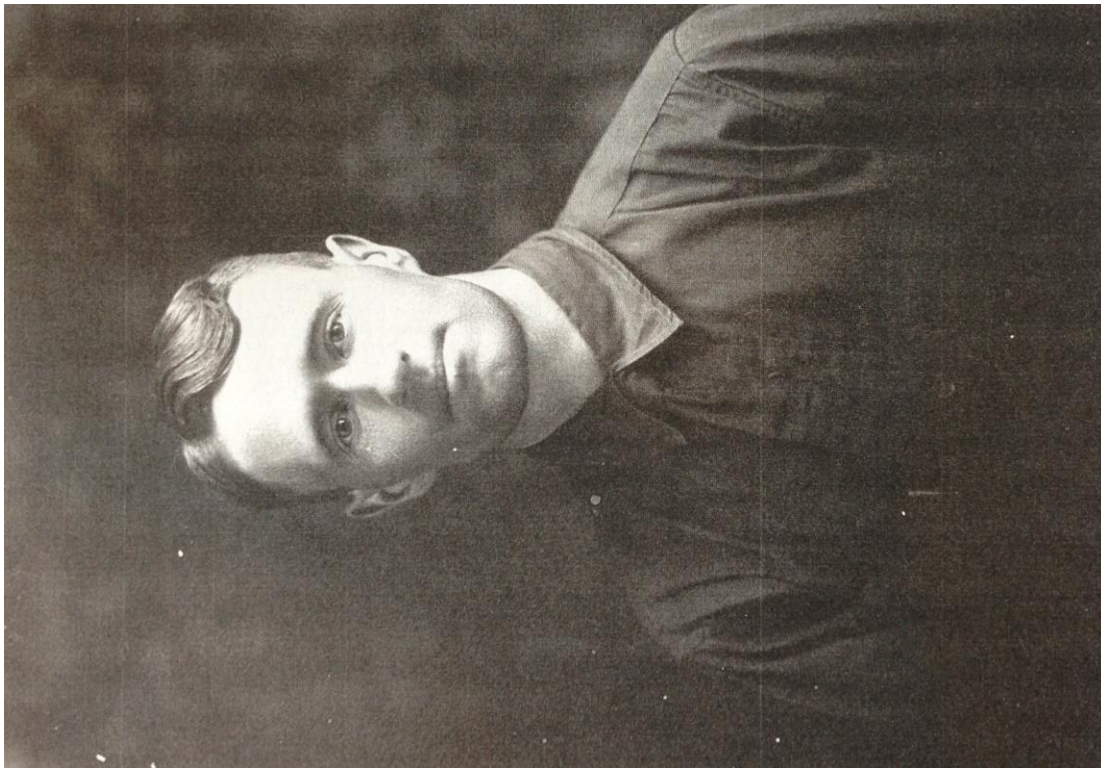
Photograph 46 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



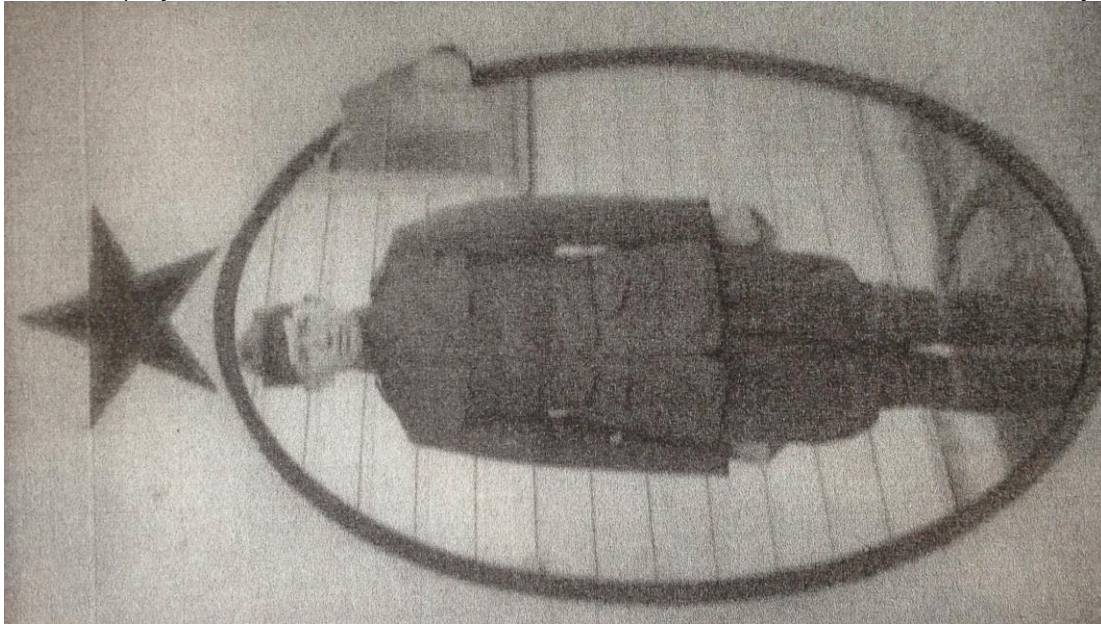
Photograph 47 - vertical



Photograph 48 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 49 - vertical



Photograph 50 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 51 - horizontal



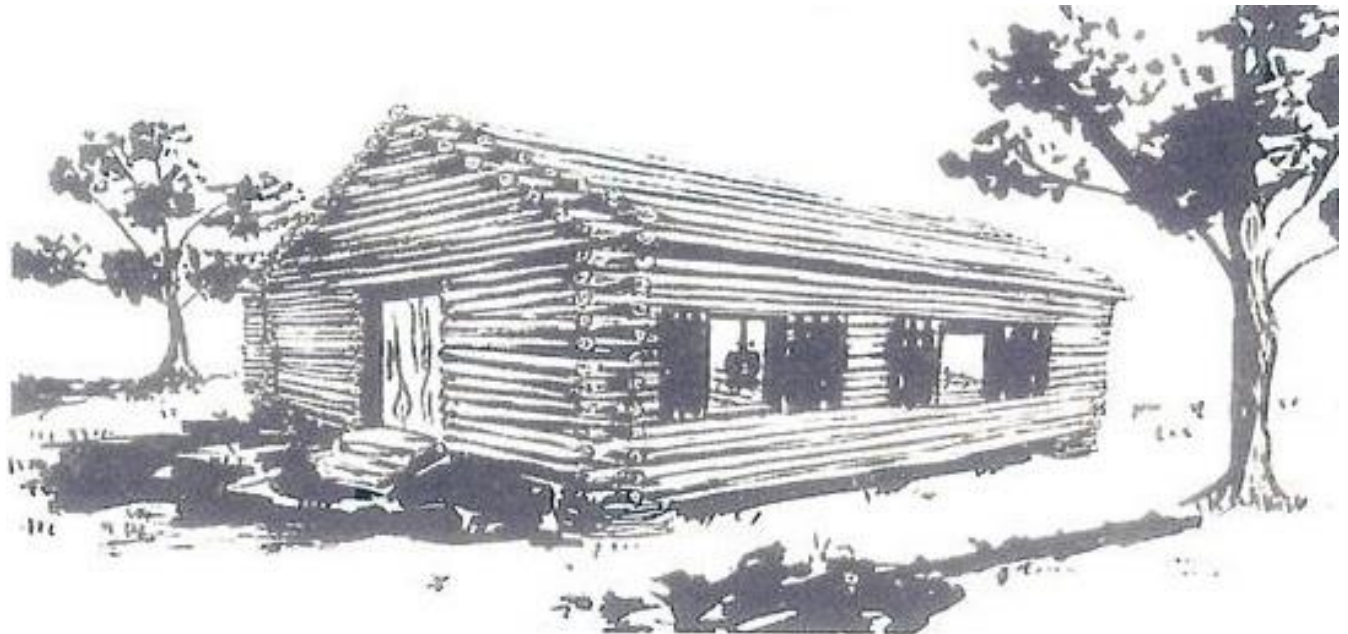
Photograph 52 - vertical

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State



Photograph 53 - horizontal



Photograph 54 - horizontal

John B. Johns Homestead
Name of Property

Dekalb, Georgia
County and State

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.



**JOHNS HOMESTEAD: PRESERVATION PLAN & CONSTRUCTION
DOCUMENTS RFP 2022-016
PROPOSAL BY BRANDIED HISTORY, LLC
SEPTEMBER 27, 2022**



September 27, 2022

**THE CITY OF TUCKER PARKS & RECREATION DEPARTMENT
1975 LAKESIDE PKWY
STE 350
TUCKER, GA 3008**

Subject: JOHNS HOMESTEAD: PRESERVATION PLAN & CONSTRUCTION DOCUMENTS RFP 2022-016

To Whom it May Concern,

Thank you so much for the opportunity to bid on this project! The Johns Homestead is a rare piece of pioneer history in Atlanta, and I have assembled a team of professionals to provide this building with customized care and attention that it deserves. I have a particular skillset and passion for small buildings and outbuildings, which I believe makes me well positioned to lead this project.

The following pages will introduce you to the project team. I am pleased to present them to you, and secretly hope that you will select us to assist you in turning this bit of history into a public park.

Sincerely

A handwritten signature in blue ink that reads "Brandy Morrison". The signature is fluid and cursive, with a long horizontal flourish at the end.

Brandy Morrison



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1. Company Profile
2. Philosophy
3. Project Understanding and Scope of Work
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5. Brandied History resume
6. Subconsultants and resumes
7. Example Projects
8. References
9. Current business licenses and professional registration.
10. Completed Contact Information Form
11. Completed W-9
12. Certificate of Insurance (COI)
13. Completed E-verify Affidavit form
14. Completed City Disclosure Form
15. Addendum Acknowledgement Form



1. COMPANY PROFILE AND STATEMENT OF QUALIFICATIONS

My name is Brandy Morrison, and I am the owner and founder of Brandied History. Much like my namesake beverage, I preserve things. Specifically, I preserve history. My journey into preservation began years ago as a child traipsing through rural New England. I discovered I loved the feel of aged buildings. They were to me a very tangible reminder of a mysterious lifestyle that no longer exists but can still be felt. I love the rough textures, the layers of paint, the feeling that so many people have put their print on this place. I transferred my love of history to my new home in Georgia, where I eventually made a career out of it. I became a licensed architect, also pursuing a degree in historic preservation, so I could work on the old buildings I love.

I have earned a Bachelor of Architecture, Master of Heritage Preservation and Certificate of Urban Planning. Twenty years spent applying these skills in a work setting have further enhanced this education. After multiple awards establishing a good reputation I made the decision to form my own firm, at the time called Morrison Design, LLC in 2007. With this background, my firm has grown to be a small, history-oriented business, focused on good client care and personalized projects. In 2021, enjoying the beauty of Georgia's coast, I have now expanded my office to historic Brunswick, GA.

Brandied History is a certified Women's Business Enterprise. We believe that means we are capable of providing excellent projects and service, while balancing the needs of family life. We have a collaborative, team approach to design with an emphasis that allows us this flexibility. I currently function as a sole proprietor, and I have a working relationship with many consultants who we work with as needs arise. This allows me to custom tailor teams to meet the needs of any specific project. For this project, I have assembled a team that is customized for the needs of this project. It includes a historian who worked at the state historic preservation office for almost 30 years, a specialist in historic interiors, a structural engineer who has experience in reviewing historic properties (including an evaluation of this site), and an electrical engineer who is experienced in historic preservation. Willett Engineering has their office located in Tucker, and Carole Moore lives in Tucker.

Awards and Honors

The following accomplishments demonstrate our team's consistent skill in architecture and historic preservation

- Georgia Trust for Historic Preservation, Excellence in Rehabilitation, Oakland Cemetery Women's Comfort Station, 2019
- Georgia Trust for Historic Preservation, Volunteer of the Year (staff award), 2018
- Decatur Design Awards, Excellence in Historic Preservation, High House, 2014
- Atlanta Urban Design Commission, Award of Excellence, Paideia School Garage, 2014
- Georgia Downtown Association, Excellence in Historic Preservation, Cakes & Ale, 2012
- Decatur Design Awards, Excellence in Historic Preservation, Cakes & Ale, 2012
- Atlanta Urban Design Commission, Award of Excellence, Art on the BeltLine, 2011
- Atlanta Urban Design Commission, Award of Excellence, Morrison Potting Shed, 2007
- Atlanta Urban Design Commission, Outstanding Preservation Professional, 2006
- Georgia Trust for Historic Preservation, Preservation Service Award, 2006
- Georgia Planning Association, Best Student Project, BeltLine Survey, 2006
- Georgia Planning Association, Best Student Project, Cabbagetown Design Guidelines, 2005
- AIA School Medal and Certificate of Merit, Excellence in architectural studies, 2001
- Atlanta Urban Design Commission, Award of Excellence, Reynoldstown Memorial Garden, 1998
- Master Prize in Architecture, Ford Auditorium Berry College, 2020 (Willett Engineering)

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520



PROJECT TEAM

Primary contact/Team Lead/Architect:

Brandy Morrison, Brandied History
Georgia Registered Architect #RA012303
485 Oakland Ave SE, Atlanta, GA 30312
(404) 723-7240
www.BrandiedHistory.com

s-Corporation

Established 2007, renamed 2021

There are no outstanding judgments or lawsuits against Brandied History.

Structural Engineer

Laura Moore, Willett Engineering – Laura is the most attentive and detailed structural engineer I have ever worked with. I use her for all my projects that require a thorough approach.

3528 Habersham at Northlake

Tucker, GA 30084

(770) 270-9484

<https://www.gray.com/willett/>

Historic Consultant/Genealogist

Carole Moore Schenck, Wiregrass Daughter Consulting – Carole is amazingly thoughtful and thorough. She has already dived into the research for the homestead.

<https://www.linkedin.com/in/carole-moore-schenck>

(404)276-5838 (cell)

Electrical Engineer

Ron Kight, Proficient Engineering, B.S. Electrical Engineering – Ron is my go-to electrical engineer, and is an excellent communicator and manager – I wouldn't use another.

6991 Peachtree Industrial Boulevard

Building 700

Peachtree Corners, GA 30092

(404) 330-9798

<https://www.proficientengineering.com/>

Historic Interiors Consultant

David Bray, Landford-Thompson Interiors – David is so prolifically knowledgeable about historic interiors and furnishings. I go to him for any question I have on interior details.

DavidBray@landfordthompsoninteriors.com

(912)-412-1382

<http://landfordthompsoninteriors.com/>

More information on all consultants is found in the following pages.



2. PHILOSOPHICAL APPROACH

My design approach always begins with an understanding the historic building itself. I study its history, its architecture, its layout, its integrity and its significance to determine the most appropriate treatment. With this foundation, I am able to develop designs that not only preserve, but enhance the building. The Homestead is in the distinctive position of being one of the oldest structures in DeKalb County, and contains the only known rammed earth structure in all of Georgia. For this project, preparing the Preservation Plan will provide much of this information, and therefore I propose completing this task first, prior to beginning the design process.

Following the Secretary of the Interior's Standards for Rehabilitation, my designs emphasize compatible use, sympathetic new design, and preservation and retention of original materials. I begin my design process exploring the least intrusive alterations, gradually exploring more assertive options as the building and client's needs dictate. Typically, this results in three design options to be presented to the Client for review and feedback. To sensitively develop this historic farmstead, I believe the historic research and building condition will be critical in determining the design approach. It will enable us to merge our understanding of the building history with the building's current state, in a way that will inform site development now and in the future.

I believe in a collaborative approach for design. I have assembled a team for this project that would work with me to provide the Park with a plan that fits the needs of the community and the specific needs of the site. For this project, I would develop a collaborative design process between the stakeholders, including the City, Tucker Historical Society and Friends of Johns Homestead. I also propose engaging with the State Historic Preservation Office in the planning process, to ensure continued eligibility for the National Register of Historic Places. We believe communication with SHPO will be critical in determining an appropriate period of significance for restoration, that doesn't jeopardize National Register eligibility.

Willett Engineering and I am fortunate to have completed a building assessment for the property in 2016, which was prepared Friends of Johns Homestead to develop an emergency repair plan. This provides us with a solid understanding of these characteristics, which will help to inform a thoughtful design.



3. PROJECT UNDERSTANDING AND SCOPE OF WORK

The Johns Homestead is a circa 1830 historic farmstead including 4 historic outbuildings, including a singular rammed earth structure. The property has changed over time, including many changes that are historic in their own right. In recent years, the property has been vacant, and many of the home's additions have collapsed or been demolished. The property was recently listed by the Georgia Trust for Historic Preservation as a Place in Peril. The Friends of Johns Homestead have submitted an application to the National Register of Historic Places, and wish to keep the eligibility of the property intact.

The City of Tucker wishes to use the buildings as a part of their parks network. It will be the job of this project team to help identify possible uses and a preferred path forward for restoring and/or rehabilitating the site. To that end, the City has requested two documents: a narrative Preservation Plan and a drafted set of construction drawings. These two documents combined should help

Our scope of work will include the following:

Preservation Plan – We propose that this be performed first as it will influence the treatment recommendations:

- Historic research and documentation: We propose to build upon the research that has already been begun to gain a better understanding of the site history. We propose that as part of this process, we complete the additional research requested by the National Register Unit of the Historic preservation division.
- Narrative building description of interior and exterior building components
- Narrative structural description and evaluation
- Digital photography of buildings
- Existing conditions drawings including plans, roof plan, elevations and interior elevations
- Conditions assessment
- Treatment recommendations including
 - Structural recommendations
 - Repair recommendations
 - Programming recommendations
 - ADA compliance recommendations
- Maintenance plan
- Opinion of probable cost
- 3 client/stakeholder meetings are included in this plan

Construction Documents – this is to be a stamped, released for construction set of drawings.

- Existing condition drawings
- Life safety plan
- Plans
- Elevations
- Sections



- Electrical plans
- Structural repair drawings
- Repair details

It is understood that as part of this process, a phasing plan will be identified. If and when one is identified, a separate fee proposal will be provided for splitting up the set.

PROPOSED PROJECT SCHEDULE

Task 1 - Preservation Plan

1 month - Research, existing conditions drawings, site visits

Client review

1 month – Writing 1st draft, including preliminary treatment recommendations and building description and conditions assessment

Client review

1 month – Final draft report

Task 2 – Construction Documents (to begin upon completion of preservation plan)

1 month – Schematic design (can be concurrent with final draft report)

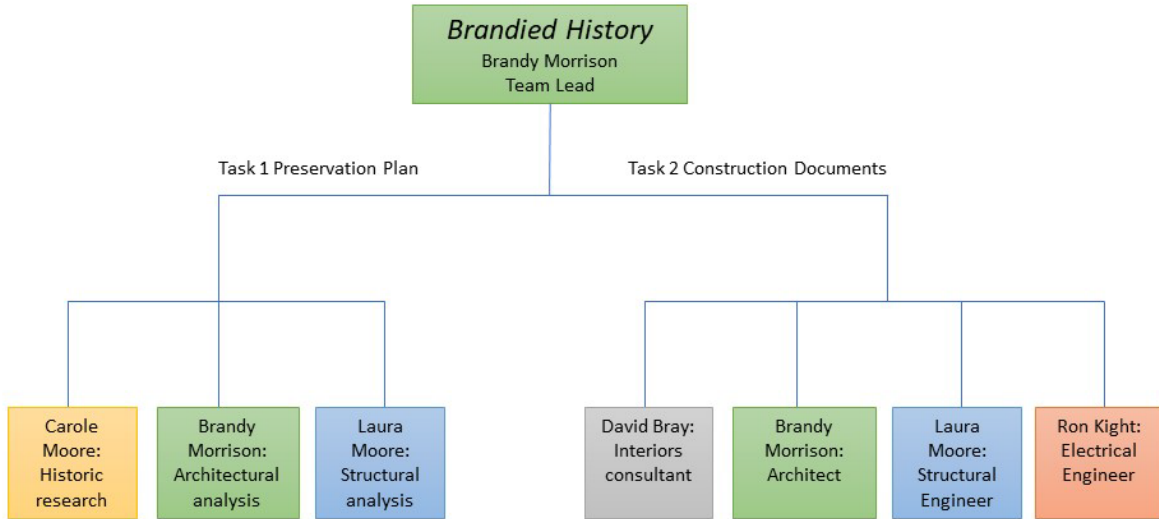
Client review

6 weeks – Design development

Client review

2 months – Construction documents

4. Organizational chart





5. BRANDIED HISTORY RESUME

BRANDIED HISTORY is an architectural design and historic preservation consulting firm. The company has earned a reputation for quality work, and has received numerous awards and honors recognizing skill in design, research, planning, and preservation. The diverse portfolio includes historic rehabilitation, compatible new construction in historic neighborhoods, building assessments and reports, historic resources surveys, nominations to the National Register of Historic Places, historic tax incentives consulting, and design guidelines.

Our goal is to provide clients with a high quality, high integrity, and affordable project. The company strives to give every project the attention needed to achieve a thoughtful solution. Listening to the client's needs and wishes, studying the problem and understanding the project environment are key to achieving these goals.



BRANDY MORRISON

Owner and President, Brandied History



Professional Registration

- Registered Architect State of Georgia, 2008, #RA012303
- Georgia Dept of Transportation and City of Atlanta Disadvantaged Business Enterprise (DBE)

Education

- Master of Heritage Preservation, Georgia State University, Atlanta, GA, 2006
- Certificate in Planning and Economic Development, Georgia State University, Atlanta, GA, 2006
- Bachelor of Architecture, Southern Polytechnic State University (now KSU), Marietta, GA, 2001

Past Projects & Experience

- Historic Structure Reports and Evaluations: Oakland Cemetery Belltower, Atlanta, GA; John's Homestead, Tucker, GA; Clarkston City Hall Feasibility Study, Clarkston, GA; Hooper Turner House, Mableton, GA; Inman Park United Methodist Church, Atlanta, GA; Bulloch Hall, Roswell, GA; Martha Berry House Museum, Rome, GA.
- Architectural Design: Kennesaw First UMC, Kennesaw GA; Oakland Cemetery Exhibit Building, Atlanta, GA; Atlanta Breakfast Club 340 Auburn Ave, Atlanta, GA; Kennesaw Loft B&B, Kennesaw GA; C.S. Baldwin House Reconstruction, Kennesaw, GA; 228 Powell St, Cabbagetown, Atlanta GA; Arthur Langford Park Rec Center, Atlanta Beltline; Stripling House, Ball Ground GA; High House, Decatur GA; Paideia School Carriage House, Atlanta, GA; Grant Mansion, Atlanta, GA; Bulloch Hall Outbuildings, Roswell, GA; Zuber-Jarrell House, Atlanta, GA
- Historic Resource Surveys: Downtown Atlanta Contemporary Historic Resources Survey; City of Decatur, GA; Atlanta BeltLine, Atlanta, GA
- National Register Nominations and Determinations of Eligibility: Americus Colored Hospital, Americus, GA; Seven Springs Museum, Powder Springs, GA; Stonewall Park, Atlanta, GA; Chosewood Park, Atlanta, GA; Atlanta Dairies, Atlanta, GA; Downtown Decatur, GA.
- HABS/HAER Documentation: Woodlawn – Pope-Leighey House, George Washington's Grist Mill, Quaker Meeting House- Arlington County, Virginia; Two Churches, Ft Bragg, N.C.;
- Historic Landscape Surveys: Barrington Hall Historic Landscape Report , Roswell, GA; Goodwood Gardens Historic Landscape Report, consultant, Tallahassee, FL.
- Historic District Design Guidelines: Cabbagetown Landmark District, Atlanta, GA; Church-Cherokee Historic District, Marietta, GA.

Employment History

- Brandied History, LLC, Founder and President, 2021-present
- Morrison Design, LLC, Founder and President, 2007-2021
- Georgia Historic Preservation Division; Architectural reviewer, 2008.
- ReForm, Inc., Decatur, GA; Project manager, designer, 2006-2007.



- Atlanta Urban Design Commission; Thurston Fellow, 2005-2006.
- CGLS Architects, Inc., Atlanta, GA; Intern architect, 2004-2005.
- OJP Architect, Inc., Atlanta, GA; Intern architect, 2001-2004.

Awards and Honors

- Georgia Trust for Historic Preservation, Excellence in Rehabilitation, Oakland Cemetery Women's Comfort Station, 2019
- Georgia Trust for Historic Preservation, Volunteer of the Year (staff award), 2018
- Decatur Design Awards, Excellence in Historic Preservation, High House, 2014
- Atlanta Urban Design Commission, Award of Excellence, Paideia School Garage, 2014
- Georgia Downtown Association, Excellence in Historic Preservation, Cakes & Ale, 2012
- Decatur Design Awards, Excellence in Historic Preservation, Cakes & Ale, 2012
- Atlanta Urban Design Commission, Award of Excellence, Art on the BeltLine, 2011
- Atlanta Urban Design Commission, Award of Excellence, Morrison Potting Shed, 2007
- Atlanta Urban Design Commission, Outstanding Preservation Professional, 2006
- Georgia Trust for Historic Preservation, Preservation Service Award, 2006
- Georgia Planning Association, Best Student Project, BeltLine Survey, 2006
- Georgia Planning Association, Best Student Project, Cabbagetown Design Guidelines, 2005
- AIA School Medal and Certificate of Merit, Excellence in architectural studies, 2001
- Atlanta Urban Design Commission, Award of Excellence, Reynoldstown Memorial Garden, 1998

Professional and Volunteer Activities

- Georgia Trust for Historic Preservation, Volunteer consulting, 2018
- Wesley International Academy, PTSA Fundraising Chair, 2016-2018
- Atlanta Preservation Center Advocacy Committee Co-Chair, 2010-2013
- Founding member of Atlanta BeltLine Speakers' Bureau, 2008-2013
- Art on the Atlanta BeltLine historic advisor, 2010, 2011



6. SUBCONSULTANT COMPANY DESCRIPTIONS AND RESUMES

The following show the depth of experience that this team has.

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520

WILLETT ENGINEERING COMPANY, INC. has expertise in structural design and analysis for a broad spectrum of projects from office, industrial, medical, government and mixed use to historic restoration and education (K-12 and universities). We provide erection engineering for long span structural steel framing systems and connection design for the steel fabrication industry. Additionally, we assist owners and architects with facility expansion, feasibility studies and retrofitting existing structures.

HISTORY

Willett Engineering Company, Inc. was founded in 1990 by J. Mac Willett, P.E., and has grown into a diverse professional firm committed to safety, satisfaction and serviceability. We have served hundreds of clients in over 38 states.

Our company prides itself on a strong reputation for structural engineering design, as well as personal attention and responsiveness. We have built our business on referrals and repeat clients.

PHILOSOPHY

The philosophy of Willett Engineering stipulates that the Principal/Project Manager is in complete charge of all aspects of the project relating to the structure. This fundamental approach ensures that an experienced structural engineer reviews all aspects of the job. We take pride in relying upon the principles of dependability, resourcefulness, and technical innovation.

CADD CAPABILITIES

Willett Engineering Co. makes available to its staff the latest computer software for analysis and drafting in order to provide our clients with the most effective structural designs, presented in clear and unambiguous contract documents.

QUALITY ASSURANCE

Quality Assurance is a fundamental and essential part of our design process. Quality begins at the onset of a project when the Principal/Project Manager discusses design solutions with team members. Upon completion, the project is reviewed by an experienced engineer for code compliance and quality standards. Quality Assurance does not end with the completion of the contract documents. During the construction administration portion of the project, the shop drawings are reviewed, and field observations are made by the Principal/Project Manager, further ensuring continuity and the completion of a quality project.

SCOPE OF SERVICES

- Structural Surveys
- Structural Design and Document Preparation
- Construction Inspections
- Project/Construction Management Services
- Value Engineering and Peer Review
- Erection Engineering
- Pay Request Review
- Rehabilitation and Renovation Analysis

PROFESSIONAL AFFILIATIONS

Willett Engineering strives to stay abreast of the many changes in the engineering and construction industries through active participation in professional organizations that relate to those industries, such as:

- ACEC, American Council of Engineering Companies
- ACI, American Concrete Institute
- AISC, American Institute of Steel Construction
- ASCE, American Society of Civil Engineers
- CEFPI, Council of Educational Facility Planners International
- CRSI, Concrete Reinforcing Steel Institute
- LGSEA, Light Gauge Steel Engineers Association
- NCMA, National Concrete Masonry Association
- SEAOG, Structural Engineers Association of Georgia



LAURA LEAH MOORE, PE, LEED® AP

PROJECT MANAGER & STRUCTURAL ENGINEER

EDUCATION

Georgia Institute of Technology
BS Civil Engineering, 1984
MS Engineering, 1992

PROFESSIONAL REGISTRATION

Professional Engineer licensed in 13 states, including Georgia, Louisiana, Massachusetts, Minnesota, Missouri, Nebraska, New Mexico, South Carolina & Tennessee

LEED® Accredited Professional

PROFESSIONAL AFFILIATIONS

Light Gauge Steel Engineers Association (LCSEA)
Association of Builders and Contractors (ABC)
Southern Building Code Congress International (SBCCI)
American Institute of Steel Construction (AISC)

EXPERIENCE

Laura Moore is a senior engineer and has been with Willett Engineering since September of 1995. With over 25 years of experience in engineering, Laura's responsibility is to bring each project from the schematic phase to the production phase. Laura has served as Project Manager and Structural Engineer on projects ranging from historical courthouse renovations to the design of presidential libraries, schools, office buildings, recreational venues, park facilities, warehouses and resorts.

Laura has experience in designing steel, timber, masonry and concrete structures for a multitude of building sizes and complexities. In addition, she has overseen numerous projects requiring the analysis of existing historic structures for renovations, additions and repairs. Since 2009 she has also been the lead engineer for the design and analysis of the prototype for Chick-fil-A stores. She has led the Willett team in the site-adapt design of Chick-fil-A stores located in the southeast, southwest, central and northeast regions of the US, the most notable of these being a two-story, steel-framed store located in historic Cameron Village in Raleigh, North Carolina.

REPRESENTATIVE PROJECTS

SCHOOLS

Berrien Elementary School (Nashville, GA) • Blaine Elementary School (Monroe, GA) • Chamblee High School Addition (Chamblee, GA) • Lowndes County Middle School (Valdosta, GA) • Paul Duke STEM High School (Norcross, GA) • Peachtree Charter Middle School (Atlanta, GA) • M.E. Stillwell School of the Arts High School (Jonesboro, GA) • Morgan County High School Gym (Madison, GA) • Morrow Middle School (Morrow, GA) • Roberts Elementary School (Suwanee, GA) • Rosebud Elementary School (Loganville, GA) • Sharon Elementary School (Loganville, GA)

HISTORIC

Armed Forces Historic Chapel (Gulfport, MS) • Campbell Chapel Historic AME Church (Americus, GA) • Comer Museum & Welcome Center (Comer, GA) • Coweta County Courthouse (Newnan, GA) • Hardman Farms Historical Renovation (Helen, GA) • Freeman's Grist Mill Renovation & Park (Lawrenceville, GA) • Gilmer County Courthouse II (Ellijay, GA) • Gordon County Courthouse (Calhoun, GA) • Hamilton House Historic Museum (Dalton, GA) • Hiram City Hall Renovation (Hiram, GA) • Historic District Tornado Damage Team (Americus, GA) • Pleasant Hill Community Preservation (Macon, GA) • Historic Randolph County Courthouse (Cuthbert, GA) • Stephens County Courthouse (Toccoa, GA) • Stewart County Historic Courthouse (Lumpkin, GA) • Tifton City Hall/Historic Myron Hotel (Tifton, GA)

CHAIN RESTAURANTS & RETAIL

Chick-fil-A • Kroger • Petro Travel Stops • Public Storage • Sky Zone Trampoline Parks • Uncle Bob's Storage Centers • The Shops on the Circle (Dothan, AL) • The Shops at Village Green (Smyrna, GA)

Wiregrass Daughter Consulting

Carole M. Schenck

404/276-5838 (cell)

carolemschenck@gmail.com

<https://www.facebook.com/wiregrassdaughterconsulting>

RESUME

Professional Services Summary

- Genealogical and historical research
- Historic preservation project assistance
- Grant writing for arts, cultural, and historic sites/organizations.

Education:

- **B.A. English**, Georgia State University
- **M.A. Heritage Preservation**, Georgia State University

Skills & Qualifications

- 28 years historic preservation experience, including grant writing and fundraising
- 14 years genealogical/historical research experience
- Georgia/South Carolina/Civil War genealogical & historical research specialty
- Georgia historic garden and cemetery preservation experience
- Federal & state preservation tax incentive projects experience

Professional Accomplishments

- Generated over \$90,000 in revenue for the Atlanta Preservation Center through grants & sponsorships; 95% success rate for grants awarded through applications
- Team leader, in partnership with the Georgia Dept. of Revenue, in development of Georgia's historic preservation license plate, which to date has raised over \$300,000 for the Georgia Heritage Grant Program
- Created new grant programs for historic cemeteries, theaters, and community landmarks, in partnership with the Georgia Department of Economic Development and federal Preserve America. Over \$166,000 was awarded to 32 projects.
- Initiated/created and subsequent editor of quarterly Historic Preservation Division print newsletter, *Preservation Georgia*, which circulated statewide to preservation organizations and state/local governments.
- Coordinated statewide historic preservation conferences for over a dozen years, attracting over 300 people on average each year.

Related Professional Skills & Experience

- Administration and coordination of federal and state historic preservation grant programs
- Preparation of print and electronic media, including annual reports, brochures, newsletters, press releases, PowerPoint presentations, videos, social media platforms, and other publications
- Public speaking/PowerPoint presentation experience at local, statewide and national levels
- Special projects coordination, including those with other state agencies and organizations
- Knowledge of computer programs, including Word, Access, Excel, PowerPoint, basic graphic design
- Excellent organizational/communication skills and ability to work independently
- Supervision of interns and part-time assistants in communications, grants and tax incentives programs

Clients

- City of Lafayette, historic post office rehabilitation project, assistance with state & federal application approval process, 2022
- Clients requiring international research in Germany, England, and Scotland, including Aberdeenshire, Edinburgh, Lanarkshire, Shetland, and Roxburghshire, 2021-2022
- Clients requiring research in the states of Connecticut, Michigan, Minnesota, Missouri, New Jersey and Pennsylvania, 2020-2022

Professional Committees

- Garden Club of Georgia, Historic Garden & Landscape Preservation Committee, Development Chair, (2011-2016 and 2019-present)
- Little 5 Points Main Street Committee and Historic Preservation Sub-Committee, March 2022 to present

Publications

- Georgia Association of Historians graduate student paper recognition, "Poor Relief in Elizabethan England: A New Look at Ipswich," published in the *Proceedings & Papers of the Georgia Association of Historians*, 1986.
- Articles on grant programs, grant projects, and tax projects in the Historic Preservation Division's *Preservation Posts*, 2005-2016 and miscellaneous topics in *Preservation Georgia 1990-1998*.
- Articles on architectural styles and types in the Atlanta Preservation Center's *Preservation Times*, 2017-2020.

Memberships

Georgia Genealogical Society
Georgia Professional Genealogists Group
Garden Club of Georgia Historic Landscape & Garden Committee
Daughters of the American Revolution

Employment Experience

- **Atlanta Preservation Center**, Phoenix Flies Coordinator & Grant Writer (part-time position) January 2017 to June 30, 2021
- **Historic Preservation Division, Georgia Department of Natural Resources**, Grants Coordinator/Preservation Tax Incentives Coordinator, March 2005 to December 2016, and Communications/Public Affairs Coordinator, August 1986 to June 1998.

Relevant/Related Early Career Positions

- Intern, Atlanta Urban Design Commission, administrator/organizer of Easements Atlanta program
- Intern, Atlanta Preservation Center, editor/creator of *Restoration Resource Guide*
- Graduate Assistant, History Department/GSU
- Tullie Smith House Docent, Atlanta History Center
- *Atlanta Journal-Constitution* Editorial Assistant

Volunteer Positions

- Daughter of the American Revolution Georgia State Society, Grants Chair, 2016-2018
- St. Luke's Episcopal Church, Grants Committee, 2010-2012
- Girl Scouts of Greater Atlanta Phoenix Rising Service Unit Treasurer, 1998-2003
- Girl Scout Leader, Troop 4651, Girl Scouts of Greater Atlanta Council, 1994-2001

Proficient Engineering, Inc.

About Us

Proficient Engineering is a full-service Mechanical, Electrical, & Plumbing engineering design firm with LEED accredited engineers and a diverse portfolio of over 4500 completed commercial projects. This experience includes project types such as office, mixed use, hospitality, multi-family, retail & storage, senior living, food & beverage, medical, community, education, historic, and industrial projects.

Established in 2008, Proficient is led by Principals Paul Kenney, Heyoung Lee, Brian Armenta, Mike Roeder, Ron Kight and Jennifer Duchac. The leadership team combines and allocates its various experience and skill sets in response to each client's project requirements. In 2019, Proficient opened its first satellite office in Knoxville with the goal of expanding the firm's extensive background and resources into a new community. A third office in Denver quickly followed pursuit in 2021. With teams working closely together across all locations, Proficient's mission is to help our clients succeed by providing quality engineering solutions combined with proactive service.

Qualifications

Registrations:

Professional Engineer Registrations in 49 states.
NCEES records available in other states .

Associations:

- ASHRAE
- ASPE
- USGBC
- LEED AP
- NCEES
- IEEE
- AIA Denver
- AIA East TN
- AIA Atlanta
- ULI
- ABC GA
- CMAA
- WICERS
- ETCDC
- NAIOP
- NFPA
- ETIC
- Blount Chamber

Insurance:

Architects & Engineers Professional Liability Insurance Policy

- Each Claim - \$5,000,000
- Aggregate - \$5,000,000

Additional insurance available if required.



Company Overview

Proficient Engineering is a full-service Mechanical, Electrical, & Plumbing engineering consulting firm with a diverse portfolio of over 4500 completed commercial projects. This experience includes project types such as office, mixed use, hospitality, multi-family, retail & storage, senior living, food & beverage, education, historic, recreation, medical, community and industrial projects.

Established in 2008, Proficient is led by Principals Paul Kenney, Heyoung Lee, Brian Armenta, Mike Roeder, Ron Kight and Jennifer Duchac. The leadership team combines and allocates its various experiences and skill sets in response to each client's project requirements.

Company Qualifications

Registrations:

Professional Engineer Registrations in 49 states
 NCEES records available in other states

Associations:

- ASHRAE
- ASPE
- USGBC
- LEED AP
- NCEES
- IEEE
- NFPA
- NAIOP
- AIA Atlanta
- ULI
- ABC GA
- CMAA
- WICERS
- ETCDC
- AIA East TN
- Knoxville Chamber
- Blount County Chamber
- ETN Industrial Council

Insurance:

Architects & Engineers Professional Liability
 Insurance Policy
 Each Claim - \$5,000,000
 Aggregate - \$5,000,000
 Additional insurance available if required



Ron Kight, PE

Electrical Principal

Education

B.S. in Electrical Engineering
 Hampton University, Hampton, VA

Experience

21 years

Professional Engineer Registrations

AZ, DE, GA, IA, LA, MS, NC, NV, OH, OK, PA, RI, TN, TX, VT

Bio

After graduation, Ron enjoyed two years designing and implementing interior communications systems onboard the USS-Dwight D. Eisenhower (CVN-69) aircraft carrier as a consultant to the US Navy. Ron then moved to Decatur, GA and into the MEP design world. Ron has been involved in a multitude of projects such as providing extended on-site construction administration duties in Great Exuma, Bahamas, design services at the fabulous Fox Theater in Atlanta, GA, and conducting building assessments for the entire Nashville Public Library System. In his time with Proficient, Ron has specialized in medical offices, urban/renewal historical preservation buildings, spec warehouses, and restaurants such as Jeni's Splendid Ice Creams, Gusto!, and Andy's Frozen Custard. A licensed PE in 15 states, Ron strives to assume a holistic approach to design services to produce accurate, timely, constructible products with the client always in mind.

LANDFORD THOMPSON

FURNITURE AND INTERIORS



Landford Thompson Furniture and Interiors is a full-service furniture and design company specializing in period inspired rooms or vintage homes. We have over 35 years of combined experience in: Visual Merchandising, Event Staging, Period Design, Art Placement, Floral Arrangements, Vintage Lighting restoration and Space Lift Redesign. We can help with all aspects of your design project as well as offering a host of other great services. Let us know what your needs are, both interior and exterior. Landford Thompson works with all budgets-large and small. Designer and project manager David Bray is also an award winning writer for his column, The Stylish House, by the Georgia Press Association in 2016.

David Bray has been a project manager and Period Designer for Landford Thompson Interiors since 1995. He specializes in architectural salvage and period lighting. He is passionate about historic interiors and furnishings, and is knowledgeable about period finishes and restoration techniques for multiple periods in Georgia.



7. EXAMPLE PROJECTS

The following projects demonstrate our expertise in historic rehabilitation. They focus on relevant examples including historic research, historic homes, farmhouses, outbuildings, and buildings requiring substantial rehabilitation and/or reconstruction.

PROJECT EXPERIENCE

PROJECT
Adair Garage

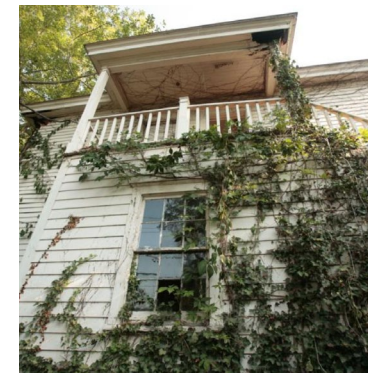
LOCATION
Atlanta GA

CLIENT
Paideia School

BUDGET
\$275,000

CONTACT
Laura Hardy
Hardy.Laura@paideiaschool.org

2012-2013



- Adaptation of historic garage designed by Neel Reid
- Original drawings available at Atlanta History Center
- In state of extensive decay including termite damage from 24-48" on all sides of garage
- Extensive structural repairs and reconstruction required
- In Druid Hills historic district
- Adapted for use as school archives (upstairs) and shop (downstairs)
- Dubbed "Garage Mahal"
- Recipient of AUCD award for historic preservation

PROJECT EXPERIENCE

PROJECT
Bulloch Hall outbuildings

LOCATION
Roswell, GA

CLIENT
City of Roswell, Friends of
Bulloch Hall

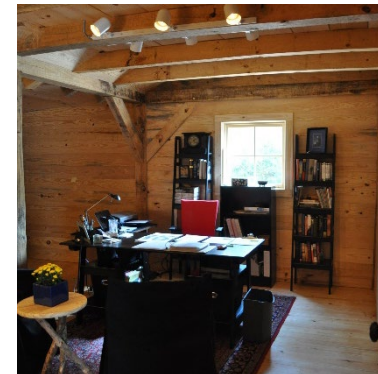
BUDGET
Varies

CONTACT
Pam Billingsley
Pbillingsley@roswellgov.com

2008-present



- Reconstruction of several historic outbuildings based on archaeological, photographic and oral recollections
- Municipal Owner with not-for-profit steward (city of Roswell and Friends of Bulloch Hall)
- Combination staff office, exhibit and small events space



PROJECT EXPERIENCE

PROJECT
C.S. Baldwin House
Reconstruction

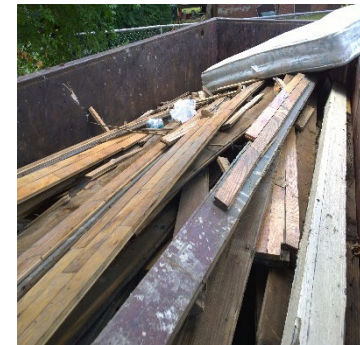
LOCATION
Kennesaw GA

CLIENT
Teena Regan Team

BUDGET
\$400,000

CONTACT
Teena Regan
TeenaReganTeam@KW.com

2016-2018



- This project may have included dumpster diving (bottom right)
- Historic c. 1900 farmhouse collapsed during construction due to contractor error
- House was in protected historic district and city officials directed reconstruction
- Morrison Design engaged for said reconstruction
- House had been significantly altered prior to collapse
- Reconstruction based on analysis of foundations, remaining lumber, paint patterns, nail patterns, and fragments of remaining interior finishes
- Original lumber reused as finish material
- After successful completion of this project, City of Kennesaw building officials have recommended me for four different projects within their jurisdiction and directly engaged me for two.

PROJECT EXPERIENCE

PROJECT
Atlanta Westside Housing
Initiative

LOCATION
Atlanta GA

CLIENT
Georgia Trust for Historic
Preservation

BUDGET
\$150,000

SIZE
2 @ 1,500 S.F

CONTACT
Ben Sutton, Owner
Representative
Bsutton@GeorgiaTrust.org

2018-present



- Pilot program for affordable housing by the Georgia Trust, Trust for Public Land, and BeltLine using historic houses
- Rehabilitation of 2 historic houses in Mozley Park and Washington Park
- Minimal housing alterations
- Modest construction budget to maintain affordability
- Followed SouthFace standards
- Brandy Morrison received the Camille Yow award from the Georgia Trust for her involvement

PROJECT EXPERIENCE

PROJECT
Oakland Cemetery Belltower
Historic Structure Report

LOCATION
Atlanta GA

CLIENT
Historic Oakland Foundation

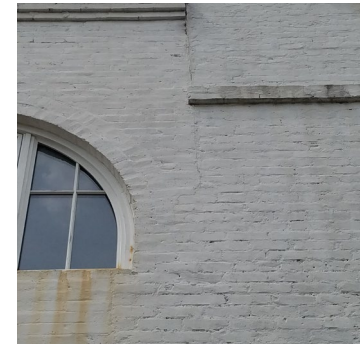
BUDGET
\$13,000

CONTACT
Neale Nickels
Nnickels@OaklandCemetery.
com

2016-2017



- This project was an historic structure report and evaluation for the Belltower in Historic Oakland Cemetery.
- It was part of a larger master planning exercise for the cemetery
- It included historic research, existing condition drawings, and a building assessment
- The overall project also included design guidelines.
- After completing this, I worked on the award winning Women's Comfort Station project



REPRESENTATIVE PROJECTS

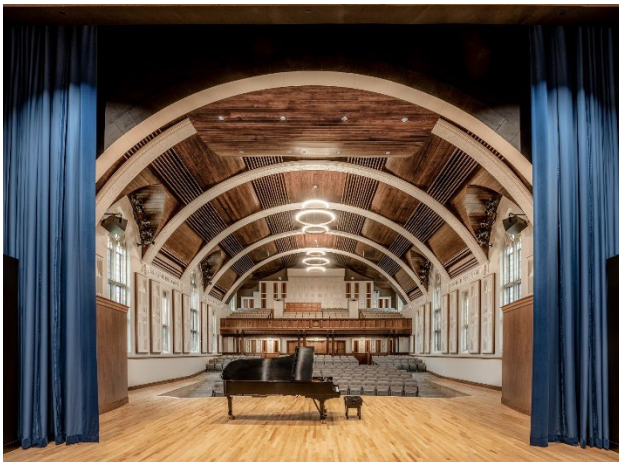


Freeman's Mill Historic Gristmill and Park

Circa 1870s
Lawrenceville, Georgia

Stabilization and raising of mill five feet vertically out of peak flood height of the adjacent Alcovy River.

2011 Award for Excellence in Restoration from the Georgia Trust for Historic Preservation



Ford Auditorium

Built 1928, Renovated 2019
Berry College, Rome, Georgia

Evaluation of 100-year-old roof trusses to determine load capacity, and structural design for installation of a new acoustic ceiling attached to original trusses.

2020 Architecture MasterPrize recipient in the category of Restoration and Renovation.



Chesser Williams House

Circa 1850s
Buford, Georgia

Structural evaluation to determine feasibility of moving structure to a new site, stabilization for move and design of historically appropriate rubble piers, porch and fireplace after the move.



Families First | Atlanta, GA

The building, originally constructed in 1890, is 33,000 square feet and formerly housed E.R. Carter Elementary School. Families First decided to relocate their headquarters to this location in West Atlanta. The design included a unique open concept plan with sound masking for privacy.



Lee + White Redevelopment | Atlanta, GA

The Lee + White Development building dates back to the 1950's. The project features an adaptive reuse of an approximately 99,000-square-foot, double height yet single story building into a creative office space. Additional food hall space (25000sq) with inclusion of a bar area and patio.



202 Milton | Atlanta, GA

This is a historic school that is being renovated and converted into offices and film production spaces. The facility consists of 22,000 square feet distributed across three 3 levels. A single sound stage with back-of-house supporting functions as well as multiple editing, pre and post-production control rooms are included.



Mammal Gallery at the Met | Atlanta, GA

The project involves the repurposing of a water tower that once served as a fire-suppression system for the 105-year-old mammoth warehouse complex. The tower will be a 2-story bar and the the adjacent 6,100-SF warehouse will feature a 300-person performance venue.



Parsons Alley | Duluth, GA

Parsons Alley, located in Historic Duluth, is over 30,000 square feet of restaurant and shop space in a dozen spaces ranging from 700 square feet to over 5,000 square feet.



Complex | Atlanta, GA

Complex, a redevelopment involving six attached post-WWII warehouse buildings in West Midtown into loft office and retail spaces, totals approximately 105,000 square feet. The adaptive reuse project is one of many that offers office tenants a location different from a glass tower.



**Property Service Group Office
| Knoxville, TN**

A historic church building on 6th Avenue was renovated into a 4,500-square-foot office for Property Service Group's Southeast location.



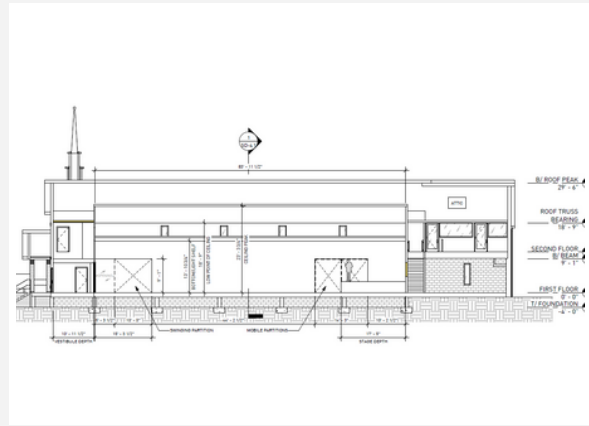
Circa 730 | Atlanta, GA

The Circa 730 project is a roughly 30,000-square-foot renovation of a office building located on 730 Peachtree Street that was built in 1967. This includes the lobby area and 3rd floor.



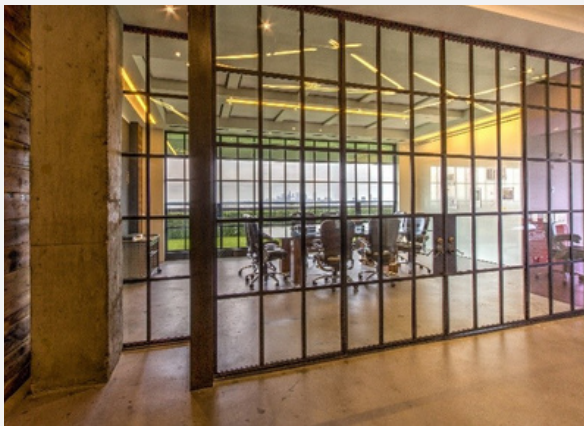
Frothy Monkey | Knoxville, TN

The Frothy Monkey project features a 4,500-SF restaurant fit-up in the historic Kress building. The space includes a 700-SF mezzanine with dining seating. The restaurant will seat 150+ occupants with an indoor and outdoor patio along Gay Street.



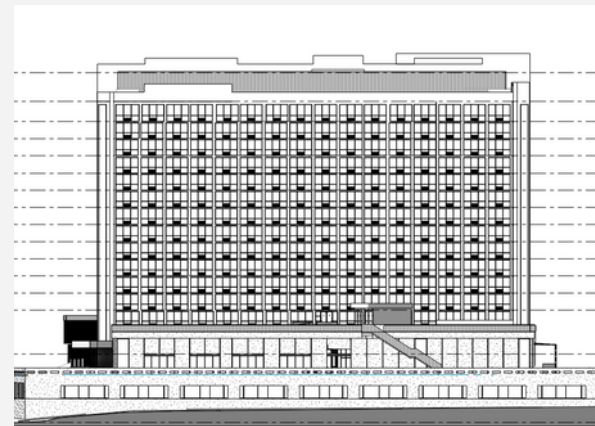
1206 Metropolitan Ave | Atlanta, GA

On 1206 Metropolitan Avenue, a 8,500-square-foot church built in 1965 will be converted into an art gallery with accessory studio spaces, offices, and storage.



550 Pharr Road | Atlanta, GA

Three, an up-and-coming advertisement firm, relocated their corporate office to the top two floors of the 550 Pharr Building in Buckhead. The project renovation includes 11,000 square feet of office space with upgrades to all of the outdated MEP systems within the 47-year-old building.



450 Hank Aaron Drive | Atlanta, GA

Involving the renovation and adaptive reuse of a former mid-century, 15-story hotel, the development features 249 apartment units, with a portion being micro-studio apartments, and approximately 55,000 SF of commercial tenant spaces on the 1st and 2nd floors.



PCM Tenant Fit-Outs | Atlanta, GA

Proficient Engineering has participated in multiple tenant-fit outs located in the historic Ponce City Market. All spaces designed include Candle Fish, Farm to Ladle, Mercury Lounge, Tap on Ponce, and Karoo. The work provided integrated seamlessly into PCM's condenser water system and dealt with the unique electric requirements of the facility.



KWA Office HQ | Atlanta, GA

With a total of 4,800 square feet split evenly over two stories, Kronberg Wall's studio is located in what was the historic church's sanctuary with a separate tenant space below.



2909 Peachtree RD | Atlanta, GA

This historical building renovation is on Peachtree road just north of downtown Buckhead. Proficient preserved much of the original building while upgrading the MEP Systems and efficiencies.



Sobu Flats Conversion | Atlanta, GA

We are currently providing mechanical and plumbing engineering for the conversion of the Sobu Flats building in Revit. The early 1950's building will feature a 135,000-square-foot, boutique hotel with 9 stories and a variable refrigerant flow (VRF) for the HVAC.



8. REFERENCES

Ben Sutton, Georgia Trust for Historic Preservation
bsutton@georgiitrust.org
1516 Peachtree Street, NW,
Atlanta, GA 30309
404-881-9980

Teena Regan, The Teena Regan Team
teenareganteam@kw.com
2695 Summers Street
Kennesaw GA 30144
(770) 596-6737

Rene Fowler, Jeremiah360 Consulting
Rene@Jeremiah360.com
2871 Cherokee Street NW
Kennesaw, Ga, 30144
(770) 655-1393

Eric Teusink, Williams Teusink Attorneys
eteusink@williamsteusink.com
309 Sycamore St
Decatur, GA 30030
(404) 373-9590



9. CURRENT BUSINESS LICENSES AND PROFESSIONAL REGISTRATION.

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520



CITY OF ATLANTA

55 Trinity Avenue SW
Suite 1350
Atlanta GA 30303

OCCUPATION TAX REGISTRATION CERTIFICATE
VALID ONLY WHEN OCCUPATION REGISTRATION TAX
REQUIREMENTS ARE PAID

Business Name: BRANDIED HISTORY LLC
Business Location: 485 OAKLAND AVE SE
ATLANTA, GA 30312
Owner:
License Number: LGB-144802-2020
Issued Date: 3/7/2022
Expiration Date: 12/31/2022

Business Type(s): 541310 Architectural Services
Mailing Address: 485 OAKLAND AVE SE
ATLANTA, GA 30312
License Type: General Business License
Classification: Professional/Scientific/Technical Services

Mohamed Balla

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IS REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270 THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Brandy Herlinger Morrison

Address:

Atlanta GA 30312

Primary Source License Information

Lic #: RA012303	Profession: Architect / Interior Designer	Type: Registered Architect
Secondary:	Method: Examination	Status: Active
Issued: 7/22/2008	Expires: 6/30/2023	Last Renewal Date: 5/17/2021

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: September 23, 2022 9:51:11

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



10. COMPLETED CONTACT INFORMATION FORM

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520

Contact Information Form

Please fill out this sheet with the appropriate contact information for your company.

Full Legal Name of Company: Brandied History, LLC

Contractor Information:

Primary Contact Person: Brandy Morrison

Title: Managing Member Telephone Number: (404) 723-7240

Secondary Contact Person: n/a

Title: _____ Telephone Number: _____

Address: 485 Oakland Ave SE

City / State / Zip: Atlanta, GA 30312

Mailing Address (If different than above): Same

City / State / Zip: _____

E-mail Address: Brandy@MorrisonDesignLLC.com

Federal Employee ID Number (FEIN): 14-2006648



11. COMPLETED W-9

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brandied History, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input checked="" type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 485 Oakland Ave SE</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional) city of Tucker, GA 1975 Lakeside Pkwy, Suite 350 Tucker, GA 30084</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
1	4	-	2	0	0	6	6	4	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 09/22/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



12. CERTIFICATE OF INSURANCE (COI)

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 22, 2022

The City of Tucker
1975 LAKESIDE PKWY
TUCKER GA 30084-5932

Account Information:

Policy Holder Details :	MORRISON DESIGN, LLC
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Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



13. COMPLETED E-VERIFY AFFIDAVIT FORM

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520

CONTRACTOR AFFIDAVIT

(SAVE) Systematic Alien Verification for Entitlements Program

(SAVE) Affidavit Verifying Lawful Presence within the United States

I, (print name) Brandy Morrison, 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):

Solicitation: _____
Public Benefit

Brandied History LLC
Name of Business (if applicable)

Brandy Morrison
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.

14-2006648
FEDERAL WORK AUTHORIZATION USER IDENTIFICATION NUMBER

Brandied History LLC
NAME OF PRIVATE EMPLOYER

09/23/2022
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 23rd day of September, 2022 in Atlanta (city), GA (state)

Brandy Morrison Manager
Print Name and Title of authorized Officer or Agent

[Signature]
Signature of Authorized Officer or Agent *Must be signed in the presence of a Notary

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF September, 2022.

[Signature]
Notary Signature

My commission expires: 07/13/2025



*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



14. COMPLETED CITY DISCLOSURE FORM

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520

CITY OF TUCKER DISCLOSURE FORM: RFP# 2022-016

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 Brandied History, LLC

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.)

n/a

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
<u>\$0</u>	<u></u>
<u>\$0</u>	<u></u>
<u>\$0</u>	<u></u>

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

**Please complete and email to
procurement@tuckerga.gov**



15. ADDENDUM ACKNOWLEDGEMENT FORM

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2022-016

Johns Homestead Preservation Plan and Construction Documents

Upon receipt, please print and add to your proposal

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

COMPANY NAME: Brandied History, LLC

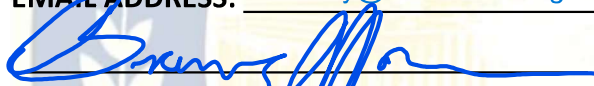
CONTACT PERSON: Brandy Morrison

ADDRESS: 485 Oakland Ave, SE

CITY: Atlanta STATE: GA ZIP: 30312

PHONE: (404) 723-7240 FAX: _____

EMAIL ADDRESS: Brandy@MorrisonDesignLLC.com

 9/23/2022

SIGNATURE

DATE



September 27, 2022

**THE CITY OF TUCKER PARKS & RECREATION DEPARTMENT
1975 LAKESIDE PKWY
STE 350
TUCKER, GA 3008**

Subject: JOHNS HOMESTEAD: PRESERVATION PLAN & CONSTRUCTION DOCUMENTS RFP 2022-016
FEE PROPOSAL

To Whom it May Concern,

The following fees are proposed for our bid dated 9/27/2022

Task 1 Preservation Plan	\$20,680
Task 2 Construction Documents	\$26,000 if no additions are reconstructed \$31,000 if additions are reconstructed

Hourly rates:

Architect	\$150
Structural Engineer	\$160
Genealogist	\$50
Interiors	\$75
Electrial Engineering	\$200 Principal \$160 Professional Engineer \$120 Staff Designer \$80 Administrator

3.A \$1,000 allowance for direct expenses s is assumed.

4. The above proposal will be valid for ninety (90) days from the date by which proposals are due for submission

Sincerely

Brandy Morrison

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520



**CONTRACT AGREEMENT RFP #2022-016
JOHNS HOMESTEAD PRESERVATION PLAN AND CONSTRUCTION
DOCUMENTS**

This Agreement made and entered into this ___ day of _____, in the year 20__; by and between The City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Parkway, Suite 350, Tucker, Georgia and (“Vendor”) Brandied History, LLC, 485 Oakland Ave, SE, Atlanta, GA 30312.

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

WHEREAS, the City of Tucker requested a cost estimate for the services from qualified Vendors to furnish all items, labor services, materials and appurtenances called for by them in accordance with the scope of services. Selected (“Vendor”) is required to provide the services as called for in the specifications; and

WHEREAS, the Vendor submitted a response to the request for services for the scope of services; and

WHEREAS, the Vendor's submittal was deemed by the City of Tucker to be the most responsive and responsible bidder qualified per the scope of services.

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

1.0 Scope of Work

That the Vendor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Services**) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

EXHIBIT A - SCOPE OF SERVICE

EXHIBIT B - COST PROPOSAL

- EXHIBIT C- W-9**
- EXHIBIT D - CERTIFICATE OF INSURANCE**
- EXHIBIT E - IMMIGRATION AFFIDAVIT**
- EXHIBIT F- CONTACT INFORMATION**
- EXHIBIT G - ADDENDUMS**
- EXHIBIT H – DISCLOSURE FORM**

2.0 Key Personnel

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

3.0 Compensation

3.1. Pricing. The Vendor will be paid for the services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed \$51,680.

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

Invoices are to be emailed to invoice@tuckerga.gov and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted "Exhibit C" (W-9).

3.2. Delay of Payment Due to Vendor's Failure. If the City in good faith determines that the Vendor has failed to perform or deliver any service or product as required by the Contract, the Vendor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Vendor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Vendor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Vendor. The City's authority

to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

- 3.3. Set-Off Against Sums Owed by the Vendor. In the event that the Vendor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Vendor in the City's sole discretion.

4.0 Duration of Contract

The Contract between the City and the Vendor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The term of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services and until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.

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

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

5.0 Independent Vendor

- 5.1. The Vendor shall be an independent Vendor. The Vendor is not an employee, agent or representative of the City of Tucker. The successful Vendor shall obtain and maintain, at the Vendor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Vendor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.
- 5.2. Inasmuch as the City of Tucker and the Vendor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Vendor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Vendor 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 Vendor shall assume full liability for any contracts or agreements the Vendor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

6.0 Indemnification

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

7.0 Performance

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

A written response from the Vendor detailing how correction(s) will be made is required to be delivered to the City. Vendor will have thirty (30) days to remedy the situation.

If requirements are not remedied City of Tucker has the right to cancel this Agreement with no additional obligation to Vendor.

7.1 Final Completion, Acceptance, and Payment

- i. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Vendor once the date of final completion has been achieved in writing.
- ii. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Vendor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Vendor and any of its subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Vendor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Vendor's failure to perform the work in accordance with the Contract Documents.
- iii. Acceptance of final payment by Vendor, or any subcontractor, shall constitute a waiver and release to City of all claims by Vendor, or any such subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

8.0 Changes

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

9.0 Change Order Defined

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

10.0 Insurance

- 10.1 The Vendor 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.
- 10.2 Vendor 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, Vendor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance).**

11.0 Termination

- 11.1. Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The City determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or

safety to be jeopardized;

- (iii) The Vendor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Vendor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

11.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Vendor in default of its obligations under the Contract:

- (i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Vendor;
- (ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Vendor fails to make substantial and timely progress toward performance of the contract;
- (iv) The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the City reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Vendor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

11.3. Notice of Default. If there is a default event caused by the Vendor, the City shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Vendor; and/or,

- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

11.4. Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Vendor. In the event of a termination for convenience, Vendor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Vendor's failure to perform in accordance with this Agreement, the

City shall pay Vendor for work performed to date in accordance with Section herein. The City shall have no further liability to Vendor for such termination.

11.5. Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Vendor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

11.6. The Vendor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Vendor shall:

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

12.0 Claims and Dispute Resolution

12.1 Claims Procedure

- (i) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Vendor's only remedy shall be to file a Claim with City as provided in this section.
- (ii) Vendor shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,
- (iii) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect) impact, and consequential) to which Vendor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- (iv) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Vendor believes an extension in the Contract Time should be granted; and Vendor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- (v) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate bot he best of Vendor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Vendor believes City is liable.
- (vi) After Vendor has submitted a fully-documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Vendor with a decision within sixty (60) Days the date the Claim is received. or with notice to Vendor of the date by which it will render its decision.

12.2 Arbitration

- i) If Vendor disagrees with City's decision rendered in accordance with section 12. If, Vendor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Vendor and its subcontractors.
- ii) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry

Arbitration Rules of AAA as follows:

1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
 - All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.
 - If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
 - Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
 - All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Vendor, or subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Vendor, or subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

13.0 Confidential Information

13.1. Access to Confidential Data. The Vendor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Vendor's responsibilities under the Contract. The Vendor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Vendor will have access to the City's confidential information, then:

- (i) The Vendor shall provide to the City a written description of the Vendor's policies and

procedures to safeguard confidential information;

- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract; and
- (iv) The Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Vendor to sign a nondisclosure agreement. Vendor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

- 13.2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Vendor shall be considered the property of the City. The Vendor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- 13.3. Subpoena. In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 13.4. Reporting of Unauthorized Disclosure. The Vendor shall immediately report to the City any unauthorized disclosure of confidential information.
- 13.5. Survives Termination. The Vendor's confidentiality obligation under the Contract shall survive termination of the Contract.

14.0 Inclusion of Documents

Vendor's response submitted 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 Vendor's submittal, the language in the former shall govern.

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

15.0 Compliance with All Laws and Licenses

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

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

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

1. Equal Employment Opportunity - The Vendor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Vendor 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 Vendor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive, and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the Vendor purchases ownership with grant support
4. Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the Vendor purchases ownership with grant support.

5. Access to books, documents, papers and records of the Vendor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

15.2 Georgia Security and Immigration Compliance Act

- a. The parties certify that Vendor has executed an affidavit verifying that Vendor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**Immigration and Security Form**) and incorporated herein by reference and made a part of this contract.
- b. The Vendor further certifies that any subcontractors employed by Vendor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Vendor and each subcontractor.
- c. Vendor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Vendor's failure to comply with said provisions shall constitute a material breach of this agreement.

16.0 Assignment

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

17.0 Amendments in Writing

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

18.0 Drug-Free and Smoke-Free Workplace

- 18.1 A drug-free and smoke-free workplace will be provided for the Vendor's employees during the performance of this Agreement; and
- 18.2 The Vendor will secure from any sub-Vendor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection

B of the Official Code of Georgia Annotated Section 50-24-3.

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

18.3.1 The Vendor has made false certification herein; or

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

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any 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.

20.0 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.

21.0 Reporting Requirement

Reports shall be submitted to the Project Manager on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

22.0 Governing Law

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

23.0 Entire Agreement

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

24.0 Special Terms and Conditions

24.1.1 Vendor shall comply with copyright law and bear all responsibility for doing so.

24.1.2 All written work product designed for the City shall be jointly owned by both parties.

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:

VENDOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney



SCOPE OF WORK

The consultant shall perform historical research on the site to create a preservation plan and provide architectural design services and construction documents for the Homestead buildings. The selected consultant shall furnish all expertise, labor and resources to provide the services necessary to complete the Work as described herein.

TASK 1: Historical Research & Preservation Plan

- Historical Research shall include, but not be limited to, the following:
 - Basic history of the Johns family.
 - Historical development and evolution of the property since the establishment of the Johns Homestead in the 1820's.
 - Historical development and construction of the primary house and outbuildings.
 - Evaluation of the Period(s) of Historical Significance.
- Preservation Plan shall include, but not be limited to, the following:
 - Recommendations for the intended period(s) of historical significance for restoration.
 - Programming recommendations to identify the intended uses for the site and structures.
 - Conditions Assessment
 - Physical description of the exterior material components including, foundation, stone, brick, windows, doors, porches, trim, cornice, roof, chimneys etc.
 - Detailed field documentation of existing interior features finishes and materials for each room in the house as well as each out building.
 - Identification of areas of deterioration for floors, walls, ceilings, doors, windows, trim, fireplaces, and other architectural features.
 - Structural evaluations, if required, beyond the Temporary Shoring plans prepared by Palmer Engineering.
 - Digital photographs of the buildings, site, and setting. Include all exterior elevations and significant details as well as interior spaces and significant interior details.
 - Measured drawings to include all exterior elevations, floor plans, roof plans and interior wall elevations. Provide drawings in Autocad or Revit format.
 - Prioritized recommendations for treatment/repair for individual items within the primary house and outbuildings.
 - Opinion of probable cost for each treatment/repair recommendation.
 - Accessibility analysis of existing conditions with prioritized recommendations to address

ADA compliance issues within the building, based on the proposed use.

- All recommendations must be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The consultant shall consider the potential impact of recommended treatments and avoid significantly altering the property's historic character and context.
- The consultant shall assume three (3) client/stakeholder coordination/review meetings during this Task:
 - Upon completion of the Historical Research
 - Upon completion of the Draft Preservation Plan
 - Upon completion of the Final Preservation Plan
- Consultant shall present plan before the Mayor & Council at a regularly scheduled public hearing.
- Final Deliverables shall include:
 - One (1) hard copy of all meeting minutes and project records in a 3-ring binder.
 - Three (3) hard copies of the final report, including the historical research and preservation plan. Report shall be spiral bound with protective covers.
 - One (1) digital copy of each plan, report and other pertinent documents saved to a USB flash drive. Digital copies shall include source files as well as PDFs.

TASK 2: Design, Construction Documents & Phasing Plan

- Schematic Design
 - Develop design strategies and building treatments.
 - *Attend Client/Stakeholder review meeting.*
- Design Development Plans (50%)
 - Architectural drawings.
 - Plans
 - Sections
 - Elevations
 - Life Safety Plans
 - ADA details
 - Structural and Electrical Engineer drawings. (No mechanical or plumbing to be required.)
 - Outline specifications.
 - Opinion of probable construction costs for budgeting purposes.
 - *Attend Client/Stakeholder review meeting.*
- Construction Documents (90%)
 - Architectural drawings.
 - Plans
 - Sections
 - Elevations
 - Life Safety Plans
 - ADA details
 - Structural and Electrical Engineer drawings. (No mechanical or plumbing to be required.)
 - Written technical specifications.

- Updated budget estimate.
 - *Attend Client/Stakeholder review meeting.*
- Construction Documents (100%)
 - Develop a final set of plans and specifications for pricing and permitting.
- Multi-year preventive maintenance schedule including exterior, interior, and monitoring recommendations.
- Phasing Plan
 - Identify discrete projects within the overall plans, which could feasibly be completed on a stand-alone basis.
 - Work with the city and stakeholders to determine a list of prioritized phases and identify a Phase 1 project for implementation.
- Final Deliverables shall include:
 - One (1) full-size hard copy of the final construction documents.
 - One (1) half-size hard copy of the final construction documents.
 - One (1) hard copy of the maintenance schedule and phasing plan, bound with protective covers.
 - One (1) digital copy of plans and reports saved to a USB flash drive. Digital copies shall include source files as well as PDFs.

Upon completion of the scope listed above, the City will evaluate the remaining funds available for the project and determine if it will proceed with the implementation of Phase 1. If the City decides to move forward, it will request that the consultant provide a proposal for permitting assistance, bid document preparation, bidding assistance and construction administration services for Phase 1.



September 27, 2022

**THE CITY OF TUCKER PARKS & RECREATION DEPARTMENT
1975 LAKESIDE PKWY
STE 350
TUCKER, GA 3008**

Subject: JOHNS HOMESTEAD: PRESERVATION PLAN & CONSTRUCTION DOCUMENTS RFP 2022-016
FEE PROPOSAL

To Whom it May Concern,

The following fees are proposed for our bid dated 9/27/2022

Task 1 Preservation Plan	\$20,680
Task 2 Construction Documents	\$26,000 if no additions are reconstructed \$31,000 if additions are reconstructed

Hourly rates:

Architect	\$150
Structural Engineer	\$160
Genealogist	\$50
Interiors	\$75
Electrial Engineering	\$200 Principal \$160 Professional Engineer \$120 Staff Designer \$80 Administrator

3.A \$1,000 allowance for direct expenses s is assumed.

4. The above proposal will be valid for ninety (90) days from the date by which proposals are due for submission

Sincerely

Brandy Morrison

485 Oakland Ave SE
Atlanta, GA 30312

Brandy@BrandiedHistory.com
404.723.7240

1601 Mansfield St
Brunswick, GA 31520

EXHIBIT C

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Brandied History, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
485 Oakland Ave SE

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)
**city of Tucker, GA
1975 Lakeside Pkwy, Suite 350
Tucker, GA 30084**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

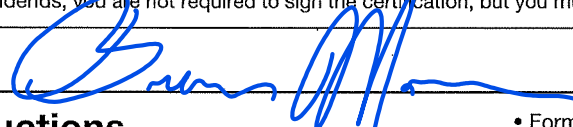
1	4	-	2	0	0	6	6	4	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **09/22/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



EXHIBIT D CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EDGEWOOD PARTNERS INS CENTER/PHS 20266206 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC#</td> </tr> <tr> <td>INSURER A : Sentinel Insurance Company Ltd.</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B : Hartford Insurance Company of the Southeast</td> <td style="text-align: center;">38261</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Sentinel Insurance Company Ltd.	11000	INSURER B : Hartford Insurance Company of the Southeast	38261	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED MORRISON DESIGN, LLC 485 OAKLAND AVE SE ATLANTA GA 30312-3256															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		20 SBM AE8607	07/18/2022	07/18/2023	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			20 SBM AE8607	07/18/2022	07/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE
							AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		20 WEC AK4644	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE -EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			20 SBM AE8607	07/18/2022	07/18/2023	Each Claim Limit \$10,000 Aggregate Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

The City of Tucker
 1975 LAKESIDE PKWY
 TUCKER GA 30084-5932

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

EXHIBIT E

CONTRACTOR AFFIDAVIT

(SAVE) Systematic Alien Verification for Entitlements Program

(SAVE) Affidavit Verifying Lawful Presence within the United States

I, (print name) Brandy Morrison, 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):

Solicitation: Brandied History LLC
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.

14-2006648 Brandied History, LLC 09/23/2022
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 23rd day of September 20 22 in Atlanta (city), GA (state)

Brandy Morrison Manager Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF September, 20 22.

Notary Signature My commission expires: 07/13/2025



*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

EXHIBIT F

Contact Information Form

Please fill out this sheet with the appropriate contact information for your company.

Full Legal Name of Company: Brandied History, LLC

Contractor Information:

Primary Contact Person: Brandy Morrison

Title: Managing Member Telephone Number: (404) 723-7240

Secondary Contact Person: n/a

Title: _____ Telephone Number: _____

Address: 485 Oakland Ave SE

City / State / Zip: Atlanta, GA 30312

Mailing Address (If different than above): Same

City / State / Zip: _____

E-mail Address: Brandy@MorrisonDesignLLC.com

Federal Employee ID Number (FEIN): 14-2006648

EXHIBIT G

CITY OF TUCKER DISCLOSURE FORM: RFP# 2022-016

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 Brandied History, LLC

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.)

n/a

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
<u>\$0</u>	<u></u>
<u>\$0</u>	<u></u>
<u>\$0</u>	<u></u>

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

**Please complete and email to
procurement@tuckerga.gov**

EXHIBIT H

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2022-016

Johns Homestead Preservation Plan and Construction Documents

Upon receipt, please print and add to your proposal

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

COMPANY NAME: Brandied History, LLC

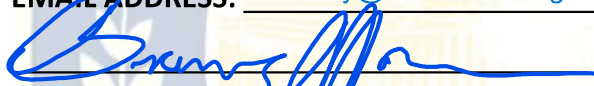
CONTACT PERSON: Brandy Morrison

ADDRESS: 485 Oakland Ave, SE

CITY: Atlanta STATE: GA ZIP: 30312

PHONE: (404) 723-7240 FAX: _____

EMAIL ADDRESS: Brandy@MorrisonDesignLLC.com

 9/23/2022

SIGNATURE

DATE



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks and Recreation
CC: Tami Hanlin, City Manager
Date: October 10, 2022
RE: Memo for Consideration of approval for Park Signage Services Contract

Description for on Agenda:

Consideration of approval for Park Signage Services Contract

Issue:

The City of Tucker Parks and Recreation Department has begun updating our park entrance and identification signage. The installation process began last summer/fall and has gone extremely well. The signs look great, and we have received many great comments.

Recommendation:

Staff recommends extending the Signage Construction Contract with A1 Sign Company in the amount of \$174,100.28 for FY 2023. This amount includes the present cost of materials and the established hourly rate from the standard contract.

Background:

We continue to make improvements to our parks with upgrades and the additions of park signage to existing and new parks within the City of Tucker. Our sign design was completed by Root Design Studios and the RFQ was issued to identify a highly qualified contractor that could complete the construction of these signs; demolish any existing signs, complete location prep and install our new signage. This work began last summer/fall and will continue until we complete the replacement and addition of signs to all of the City parks. A1 Sign Company is a highly rated sign company and has completed our first 4 park signs.

Summary:

A-1 Signs will demolish any existing signage, prepare the area for sign installation and install new monument and pillar signs as directed. They completed 4 new monument signs at TRC \$30,890, Henderson Park – East \$33,700, Cofer Park \$32,960 and Rosenfeld Park \$29,890 last year.

Financial Impact:

This item was budgeted in FY 2023 as part of our CIP fund, 320-6211-54-23100: This project is within the projected budget.

PROPOSAL

Contact Name:
Contact Phone:
Contact Email:

Submitted to
City of Tucker
4898 LaVista Rd
Tucker, Ga 30084

Jobsite / Project
W. McKinley Peters Park MNMT
City of Tucker
1832 Clark Dr
Tucker, GA 30084



Quote Number: 10941
Quote Date: Sep 14, 2022
Quote Expires: Oct 14, 2022

A1 Sales Rep: Michelle / JKM

Quantity	Description	Unit Price	Amount
1.00	MONUMENT PARK SIGN _Fabrication of Rock, Stucco, Kebony Wood Structure & City of Tucker Seal	30,032.62	30,032.62
1.00	William McKinley Peters Park / SF- Name & Address / to read: 1/4" alum plate w/ black baked enamel finish, stud mounted & bolted *	2,249.85	2,249.85
1.00	Installation of Kebony Sign structure & column logos & lettering	2,052.00	2,052.00
1.00	Demo existing sign structure	1,600.00	1,600.00
	Price includes Demo of existing sign structure *This is Single-Face Monument		
	THESE QUOTES ARE BASED ON CURRENT MATERIAL COSTS AND HOURLY RATES AS QUOTED IN CONTRACT/RFQ # 2021-006A		

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

All projects require 50% deposit before production begins
Any agreement outside standard procedure must be approved by management

Payment to be made as follows: 50% Deposit - Balance on Completion

If payment is made by credit card, an additional fee of 3.5% will be added

Subtotal	35,934.47
Taxable	32,282.47
Sales Tax	
Non-Taxable Items	3,652.00
TOTAL	\$ 35,934.47

PROPOSAL ACCEPTANCE :

The above prices, specifications and conditions are satisfactory and are accepted.
A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

AUTHORIZED SIGNATURE

TITLE

DATE

PAGE 1 of PROPOSAL



INITIAL

Signature on this proposal also indicates agreement to Terms & Conditions listed on PAGE 2

This proposal is for custom signage and, when accepted, it is not subject to cancellation. All materials are guaranteed to be as specified and work to be completed according to standard quality practices. A-1 Signs, Inc. shall not be responsible for errors in plans, designs or specifications furnished by purchaser or for defects caused thereby.

Any alteration or deviation from specifications submitted hereon involving extra costs will be executed only upon written orders, and will become additional charges over and above the quotation.

The Purchaser agrees to secure all necessary permits required for the installation of this sign and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or by reason of it being on or attached to the premises. Purchaser requests A-1 Signs, Inc., to secure the required permits at Purchaser's expense. _____(Initial)

All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the Purchaser. Purchaser requests A-1 Signs, Inc., to secure the required permits and contract electrical hook-up at Purchaser's expense. _____(Initial)

Installation prices quoted are subject to revision where excess rock or other unforeseeable foundations are encountered. All agreements and contracts for signs and installations are contingent upon strikes, accidents or delay beyond our control.

A-1 Signs, Inc., warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effective by A-1 Signs, Inc., (no lamps or bulbs are guaranteed by A-1 Signs, Inc., due to manufacturers warranty). Whenever there is any circumstance on which a claim might be based, A-1 Signs, Inc., must be immediately informed or the provisions of this warranty are voided. A-1 Signs, Inc., shall not be liable for any damages or losses other than the replacement of such defective work or material. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND AS CONTAINED HEREIN.**

Payment for items purchased under the terms of this contract will be made on receipt of invoice submitted. In the event payment is not made as agreed, Purchaser agrees to pay a Service Charge on past due amounts from the time they are past due, thirty (30) days from invoice date, at a rate of 1.5% per month. In the event this contract is placed for collection or is collected by and attorney or through any court, all expenses incurred as a result of these actions shall be paid by Purchaser. _____(Initial)

Title to all material and property covered by this contract shall remain in A-1 Signs, Inc., and shall not be deemed to constitute as part of the realty to which it may be attached until the purchase price is paid in full. A-1 Signs, Inc., is given an express security interest in said material and property both erected and unerected, notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable. A-1 Signs, Inc., may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in the construction of said equipment and any and all property called for in this contract without liability to Purchaser whatsoever. Expenses of removal and storage will be paid by Purchaser.

If a performance bond is required, an add-on charge of 2% of the total invoice will be added to the contract price at the time of invoicing.

All sketching and designs, or any facsimile thereof, remain the property of A-1 Signs, Inc., and, if constructed by others, A-1 Signs, Inc., will be duly paid for design and artwork.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

PAGE 2 OF PROPOSAL

PROPOSAL

Contact Name:
Contact Phone:
Contact Email:

Submitted to
City of Tucker
4898 LaVista Rd
Tucker, Ga 30084

Jobsite / Project
Tucker Nature Preserve MNMT
City of Tucker
4408 Lawrenceville Hwy
Tucker, GA 30084



Quote Number: 10939
Quote Date: Sep 14, 2022
Quote Expires: Oct 14, 2022

A1 Sales Rep: Michelle / JKM

Quantity	Description	Unit Price	Amount
1.00	MONUMENT PARK SIGN _Fabrication of Rock, Stucco, Kebony Wood Structure & City of Tucker Seal	30,032.62	30,032.62
1.00	Tucker Nature Preserve / Name & Address / to read: 1/4" alum plate w/ black baked enamel finish, stud mounted & bolted / this is Double-Face Monument	3,631.96	3,631.96
1.00	Installation of Kebony Sign structure & column logos & lettering	2,052.00	2,052.00
	This is Double-Face Monument		
	THESE QUOTES ARE BASED ON CURRENT MATERIAL COSTS AND HOURLY RATES AS QUOTED IN CONTRACT/RFQ # 2021-006A		

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

Subtotal 35,716.58

All projects require 50% deposit before production begins
Any agreement outside standard procedure must be approved by management

Taxable 33,664.58

Payment to be made as follows: 50% Deposit - Balance on Completion

Sales Tax

If payment is made by credit card, an additional fee of 3.5% will be added

Non-Taxable Items 2,052.00

TOTAL \$ 35,716.58

PROPOSAL ACCEPTANCE :

The above prices, specifications and conditions are satisfactory and are accepted.
A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

AUTHORIZED SIGNATURE

TITLE

DATE

PAGE 1 of PROPOSAL

INITIAL

Signature on this proposal also indicates agreement to Terms & Conditions listed on PAGE 2

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Any alteration or deviation from specifications submitted hereon involving extra costs will be executed only upon written orders, and will become additional charges over and above the quotation.

The Purchaser agrees to secure all necessary permits required for the installation of this sign and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or by reason of it being on or attached to the premises. Purchaser requests A-1 Signs, Inc., to secure the required permits at Purchaser's expense. _____(Initial)

All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the Purchaser. Purchaser requests A-1 Signs, Inc., to secure the required permits and contract electrical hook-up at Purchaser's expense. _____(Initial)

Installation prices quoted are subject to revision where excess rock or other unforeseeable foundations are encountered. All agreements and contracts for signs and installations are contingent upon strikes, accidents or delay beyond our control.

A-1 Signs, Inc., warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effective by A-1 Signs, Inc., (no lamps or bulbs are guaranteed by A-1 Signs, Inc., due to manufacturers warranty). Whenever there is any circumstance on which a claim might be based, A-1 Signs, Inc., must be immediately informed or the provisions of this warranty are voided. A-1 Signs, Inc., shall not be liable for any damages or losses other than the replacement of such defective work or material. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND AS CONTAINED HEREIN.**

Payment for items purchased under the terms of this contract will be made on receipt of invoice submitted. In the event payment is not made as agreed, Purchaser agrees to pay a Service Charge on past due amounts from the time they are past due, thirty (30) days from invoice date, at a rate of 1.5% per month. In the event this contract is placed for collection or is collected by and attorney or through any court, all expenses incurred as a result of these actions shall be paid by Purchaser. _____(Initial)

Title to all material and property covered by this contract shall remain in A-1 Signs, Inc., and shall not be deemed to constitute as part of the realty to which it may be attached until the purchase price is paid in full. A-1 Signs, Inc., is given an express security interest in said material and property both erected and unerected, notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable. A-1 Signs, Inc., may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in the construction of said equipment and any and all property called for in this contract without liability to Purchaser whatsoever. Expenses of removal and storage will be paid by Purchaser.

If a performance bond is required, an add-on charge of 2% of the total invoice will be added to the contract price at the time of invoicing.

All sketching and designs, or any facsimile thereof, remain the property of A-1 Signs, Inc., and, if constructed by others, A-1 Signs, Inc., will be duly paid for design and artwork.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

PAGE 2 OF PROPOSAL

PROPOSAL

Contact Name:
Contact Phone:
Contact Email:

Submitted to
City of Tucker
4898 LaVista Rd
Tucker, Ga 30084

Jobsite / Project
Henderson Park West Entr. MNMT
City of Tucker
2801 Henderson Rd
Tucker, GA 30084



Quote Number: 10940
Quote Date: Sep 14, 2022
Quote Expires: Oct 14, 2022

A1 Sales Rep: Michelle / JKM

Quantity	Description	Unit Price	Amount
1.00	MONUMENT PARK SIGN _Fabrication of Rock, Stucco, Kebony Wood Structure & City of Tucker Seal	30,032.62	30,032.62
1.00	Henderson Park West Entrance / DF- Name & Address / to read: 1/4" alum plate w/ black baked enamel finish, stud mounted & bolted / this is Double-Face Monument	3,731.17	3,731.17
1.00	Installation of Kebony Sign structure & column logos & lettering	2,052.00	2,052.00
	This is Double-Face Monument		
	THESE QUOTES ARE BASED ON CURRENT MATERIAL COSTS AND HOURLY RATES AS QUOTED IN CONTRACT/RFQ # 2021-006A		

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

Subtotal 35,815.79

All projects require 50% deposit before production begins
Any agreement outside standard procedure must be approved by management

Taxable 33,763.79

Payment to be made as follows: 50% Deposit - Balance on Completion

Sales Tax

If payment is made by credit card, an additional fee of 3.5% will be added

Non-Taxable Items 2,052.00

TOTAL \$ 35,815.79

PROPOSAL ACCEPTANCE :

The above prices, specifications and conditions are satisfactory and are accepted.
A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

AUTHORIZED SIGNATURE

TITLE

DATE

PAGE 1 of PROPOSAL

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Any alteration or deviation from specifications submitted hereon involving extra costs will be executed only upon written orders, and will become additional charges over and above the quotation.

The Purchaser agrees to secure all necessary permits required for the installation of this sign and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or by reason of it being on or attached to the premises. Purchaser requests A-1 Signs, Inc., to secure the required permits at Purchaser's expense. _____(Initial)

All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the Purchaser. Purchaser requests A-1 Signs, Inc., to secure the required permits and contract electrical hook-up at Purchaser's expense. _____(Initial)

Installation prices quoted are subject to revision where excess rock or other unforeseeable foundations are encountered. All agreements and contracts for signs and installations are contingent upon strikes, accidents or delay beyond our control.

A-1 Signs, Inc., warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effective by A-1 Signs, Inc., (no lamps or bulbs are guaranteed by A-1 Signs, Inc., due to manufacturers warranty). Whenever there is any circumstance on which a claim might be based, A-1 Signs, Inc., must be immediately informed or the provisions of this warranty are voided. A-1 Signs, Inc., shall not be liable for any damages or losses other than the replacement of such defective work or material. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND AS CONTAINED HEREIN.**

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PAGE 2 OF PROPOSAL

PROPOSAL

Contact Name:
 Contact Phone:
 Contact Email:

Submitted to
 City of Tucker
 4898 LaVista Rd
 Tucker, Ga 30084

Jobsite / Project
 Smoke Rise Crossing Park PILLAR
 City of Tucker
 1596 Lilburn Stone Mnt Rd
 Tucker, GA 30084



Quote Number: 10938
 Quote Date: Sep 23, 2022
 Quote Expires: Oct 23, 2022

A1 Sales Rep: Michelle / JKM

Quantity	Description	Unit Price	Amount
1.00	PILLAR PARK SIGN _Fabrication of Rock, Stucco, Kebony Wood Structure & City of Tucker Seal	11,850.00	11,850.00
1.00	Smoke Rise Crossing / Name & Address / to read: 1/4" alum plate w/ black baked enamel finish, stud mounted and bolted	3,333.98	3,333.98
1.00	Installation of Kebony Sign structure & column logos & lettering	1,181.25	1,181.25
1.00	Demo of existing sign structure	975.00	975.00
This price includes Demo of existing sign structure Seal & Address on Street Face of PILLAR Park Name on Left & Right sides To Read: Smoke Rise Crossing Park THESE QUOTES ARE BASED ON CURRENT MATERIAL COSTS AND HOURLY RATES AS QUOTED IN CONTRACT/RFQ # 2021-006A			

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

Subtotal 17,340.23

All projects require 50% deposit before production begins
 Any agreement outside standard procedure must be approved by management

Taxable 15,183.98

Payment to be made as follows: 50% Deposit - Balance on Completion

Sales Tax

If payment is made by credit card, an additional fee of 3.5% will be added

Non-Taxable Items 2,156.25

TOTAL \$ 17,340.23

PROPOSAL ACCEPTANCE :

The above prices, specifications and conditions are satisfactory and are accepted.
 A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

 AUTHORIZED SIGNATURE

 TITLE

 DATE

PAGE 1 of PROPOSAL

INITIAL

Signature on this proposal also indicates agreement to Terms & Conditions listed on PAGE 2

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All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the Purchaser. Purchaser requests A-1 Signs, Inc., to secure the required permits and contract electrical hook-up at Purchaser's expense. _____(Initial)

Installation prices quoted are subject to revision where excess rock or other unforeseeable foundations are encountered. All agreements and contracts for signs and installations are contingent upon strikes, accidents or delay beyond our control.

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Title to all material and property covered by this contract shall remain in A-1 Signs, Inc., and shall not be deemed to constitute as part of the realty to which it may be attached until the purchase price is paid in full. A-1 Signs, Inc., is given an express security interest in said material and property both erected and unerected, notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable. A-1 Signs, Inc., may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in the construction of said equipment and any and all property called for in this contract without liability to Purchaser whatsoever. Expenses of removal and storage will be paid by Purchaser.

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PAGE 2 OF PROPOSAL

PROPOSAL

Contact Name:
Contact Phone:
Contact Email:

Submitted to
City of Tucker
4898 LaVista Rd
Tucker, Ga 30084

Jobsite / Project
Probst Park PILLAR
City of Tucker
4276 N Park Drive
Tucker, GA 30084



Quote Number: 10937
Quote Date: Sep 23, 2022
Quote Expires: Oct 23, 2022

A1 Sales Rep: Michelle / JKM

Quantity	Description	Unit Price	Amount
1.00	PILLAR PARK SIGN _Fabrication of Rock, Stucco, Kebony Wood Structure & City of Tucker Seal	11,850.00	11,850.00
1.00	Probst Park / Name & Address / to read: 1/4" alum plate w/ black baked enamel finish, stud mounted and bolted	2,055.67	2,055.67
1.00	Installation of Kebony Sign structure & column logos & lettering	1,181.25	1,181.25
	Seal & Address on Street Face of PILLAR Park Name on Left & Right sides To Read: Probst Park		
	THESE QUOTES ARE BASED ON CURRENT MATERIAL COSTS AND HOURLY RATES AS QUOTED IN CONTRACT/RFQ # 2021-006A		

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

All projects require 50% deposit before production begins
Any agreement outside standard procedure must be approved by management

Payment to be made as follows: 50% Deposit - Balance on Completion

If payment is made by credit card, an additional fee of 3.5% will be added

Subtotal	15,086.92
Taxable	13,905.67
Sales Tax	
Non-Taxable Items	1,181.25
TOTAL	\$ 15,086.92

PROPOSAL ACCEPTANCE :

The above prices, specifications and conditions are satisfactory and are accepted.
A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

AUTHORIZED SIGNATURE

TITLE

DATE

PAGE 1 of PROPOSAL



INITIAL

Signature on this proposal also indicates agreement to Terms & Conditions listed on PAGE 2

This proposal is for custom signage and, when accepted, it is not subject to cancellation. All materials are guaranteed to be as specified and work to be completed according to standard quality practices. A-1 Signs, Inc. shall not be responsible for errors in plans, designs or specifications furnished by purchaser or for defects caused thereby.

Any alteration or deviation from specifications submitted hereon involving extra costs will be executed only upon written orders, and will become additional charges over and above the quotation.

The Purchaser agrees to secure all necessary permits required for the installation of this sign and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or by reason of it being on or attached to the premises. Purchaser requests A-1 Signs, Inc., to secure the required permits at Purchaser's expense. _____(Initial)

All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the Purchaser. Purchaser requests A-1 Signs, Inc., to secure the required permits and contract electrical hook-up at Purchaser's expense. _____(Initial)

Installation prices quoted are subject to revision where excess rock or other unforeseeable foundations are encountered. All agreements and contracts for signs and installations are contingent upon strikes, accidents or delay beyond our control.

A-1 Signs, Inc., warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effective by A-1 Signs, Inc., (no lamps or bulbs are guaranteed by A-1 Signs, Inc., due to manufacturers warranty). Whenever there is any circumstance on which a claim might be based, A-1 Signs, Inc., must be immediately informed or the provisions of this warranty are voided. A-1 Signs, Inc., shall not be liable for any damages or losses other than the replacement of such defective work or material. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND AS CONTAINED HEREIN.**

Payment for items purchased under the terms of this contract will be made on receipt of invoice submitted. In the event payment is not made as agreed, Purchaser agrees to pay a Service Charge on past due amounts from the time they are past due, thirty (30) days from invoice date, at a rate of 1.5% per month. In the event this contract is placed for collection or is collected by and attorney or through any court, all expenses incurred as a result of these actions shall be paid by Purchaser. _____(Initial)

Title to all material and property covered by this contract shall remain in A-1 Signs, Inc., and shall not be deemed to constitute as part of the realty to which it may be attached until the purchase price is paid in full. A-1 Signs, Inc., is given an express security interest in said material and property both erected and unerected, notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable. A-1 Signs, Inc., may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in the construction of said equipment and any and all property called for in this contract without liability to Purchaser whatsoever. Expenses of removal and storage will be paid by Purchaser.

If a performance bond is required, an add-on charge of 2% of the total invoice will be added to the contract price at the time of invoicing.

All sketching and designs, or any facsimile thereof, remain the property of A-1 Signs, Inc., and, if constructed by others, A-1 Signs, Inc., will be duly paid for design and artwork.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

PAGE 2 OF PROPOSAL

PROPOSAL

Contact Name:
Contact Phone:
Contact Email:

Submitted to
City of Tucker
4898 LaVista Rd
Tucker, Ga 30084

Jobsite / Project
Cofer Park PILLAR
City of Tucker
4276 N Park Drive
Tucker, GA 30084



Quote Number: 10933
Quote Date: Sep 26, 2022
Quote Expires: Oct 26, 2022

A1 Sales Rep: Michelle / JKM

Quantity	Description	Unit Price	Amount
1.00	PILLAR PARK SIGN _Fabrication of Rock, Stucco, Kebony Wood Structure & City of Tucker Seal	11,850.00	11,850.00
1.00	Cofer Park / Name & Address / to read: see layout 1/4" alum plate w/ black baked enamel finish, stud mounted and bolted	3,946.84	3,946.84
1.00	Installation of Kebony Sign structure & column logos & lettering	1,350.00	1,350.00
	Seal & Address on Street Face of PILLAR Park Name on Left & Right sides To Read: Cofer Park Peach Pit & Pollinator Garden		
	THESE QUOTES ARE BASED ON CURRENT MATERIAL COSTS AND HOURLY RATES AS QUOTED IN CONTRACT/RFQ # 2021-006A		

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

Subtotal 17,146.84

All projects require 50% deposit before production begins
Any agreement outside standard procedure must be approved by management

Taxable 15,796.84

Payment to be made as follows: 50% Deposit - Balance on Completion

Sales Tax

Non-Taxable Items 1,350.00

If payment is made by credit card, an additional fee of 3.5% will be added

TOTAL \$ 17,146.84

PROPOSAL ACCEPTANCE :

The above prices, specifications and conditions are satisfactory and are accepted.
A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

AUTHORIZED SIGNATURE

TITLE

DATE

PAGE 1 of PROPOSAL

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Any alteration or deviation from specifications submitted hereon involving extra costs will be executed only upon written orders, and will become additional charges over and above the quotation.

The Purchaser agrees to secure all necessary permits required for the installation of this sign and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or by reason of it being on or attached to the premises. Purchaser requests A-1 Signs, Inc., to secure the required permits at Purchaser's expense. _____(Initial)

All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the Purchaser. Purchaser requests A-1 Signs, Inc., to secure the required permits and contract electrical hook-up at Purchaser's expense. _____(Initial)

Installation prices quoted are subject to revision where excess rock or other unforeseeable foundations are encountered. All agreements and contracts for signs and installations are contingent upon strikes, accidents or delay beyond our control.

A-1 Signs, Inc., warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effective by A-1 Signs, Inc., (no lamps or bulbs are guaranteed by A-1 Signs, Inc., due to manufacturers warranty). Whenever there is any circumstance on which a claim might be based, A-1 Signs, Inc., must be immediately informed or the provisions of this warranty are voided. A-1 Signs, Inc., shall not be liable for any damages or losses other than the replacement of such defective work or material. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND AS CONTAINED HEREIN.**

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PAGE 2 OF PROPOSAL

PROPOSAL

Contact Name:
Contact Phone:
Contact Email:

Submitted to
City of Tucker
4898 LaVista Rd
Tucker, Ga 30084

Jobsite / Project
Henderson Park Comm. Garden PILLAR
City of Tucker
2723 Henderson Rd
Tucker, GA 30084



Quote Number: 10936
Quote Date: Sep 26, 2022
Quote Expires: Oct 26, 2022

A1 Sales Rep: Michelle / JKM

Quantity	Description	Unit Price	Amount
1.00	PILLAR PARK SIGN _Fabrication of Rock, Stucco, Kebony Wood Structure & City of Tucker Seal	11,850.00	11,850.00
1.00	Henderson Park Community Garden / Name & Address / to read: 1/4" alum plate w/ black baked enamel finish, stud mounted and bolted	3,934.45	3,934.45
1.00	Installation of Kebony Sign structure & column logos & lettering	1,275.00	1,275.00
	Seal & Address on Street Face of PILLAR Park Name on Left & Right sides To Read: Henedrson Pak Community Garden Native Plant & Wildlife Walk		
	THESE QUOTES ARE BASED ON CURRENT MATERIAL COSTS AND HOURLY RATES AS QUOTED IN CONTRACT/RFQ # 2021-006A		

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

Subtotal 17,059.45

All projects require 50% deposit before production begins
Any agreement outside standard procedure must be approved by management

Taxable 15,784.45

Payment to be made as follows: 50% Deposit - Balance on Completion

Sales Tax

Non-Taxable Items 1,275.00

If payment is made by credit card, an additional fee of 3.5% will be added

TOTAL \$ 17,059.45

PROPOSAL ACCEPTANCE :

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TITLE

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PAGE 1 of PROPOSAL



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PAGE 2 OF PROPOSAL



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: 10/10/2022
RE: Change Order Request for the Cooledge Road Sidewalk Construction

Description for on Agenda:

Change Order Request for the Cooledge Road Sidewalk Construction

Issue:

Consideration of a Change Order Request #1 from DAF Concrete in the amount of \$73,451.94.

Recommendation:

Staff recommend approving this change order.

Background:

Sidewalk is being installed on the east side of Cooledge Road from Brockett Road to Carrington Pointe, and on the west side from Edinburgh Way to the Quick Trip. The project was designed by Lowe Engineers and the construction was awarded to DAF Concrete in the amount of \$474,820.00. During the construction of the project, it was discovered that the designed storm drain pipe is in conflict with an existing DeKalb Watershed 48" water line. To resolve this conflict, the design plans were modified to eliminate 229' of stormwater pipe and move the remaining 220' of stormwater pipe under Cooledge Road. contract amendment is required to make these adjustments.

Additionally, due to field conditions and requests from property owners, it is necessary to increase the estimated quantity for driveway concrete. This will allow the contractor to provide a smoother tie-in for driveways.

Summary:

A change order request has been received from DAF Concrete in the amount of \$73,451.94. The change order includes the following:

- Eliminating one catch basin and 229' of concrete pipe installation (the City will need to pay for the pipe, but not the installation).
- Shifting 220' of concrete pipe under the road and patching back the road per GDOT standards (stone, 8" of concrete, and 1.5" asphalt).
- An increase in the quantity of concrete for driveway aprons
- Additional traffic control because the section under the road will need to be plated.

Financial Impact:

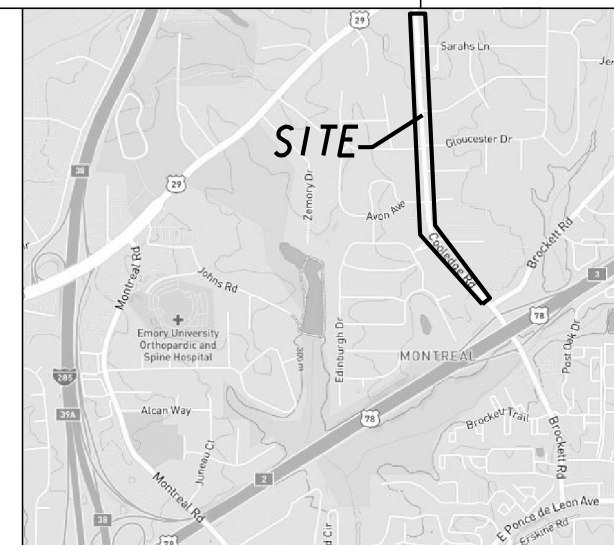
\$73,451.94 will be funded from the FY 2023 Capital budget for sidewalk G/I#320-4224-54.14000 SP1906



DAF Concrete
Reliability is our promise!
 9160 Turner Rd Jonesboro, GA, 30236
 P: 770.629-4036 Cell: 404.433.8824

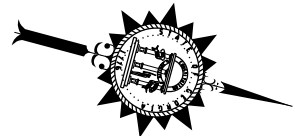
CONSTRUCTION COSTS ADJUSTMENT

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
668-1100	CATCH BASIN, GP 1 <i>DEDUCTION SERVICE: 2 CATCH BASINS (D-2, D-3& D-4) NOT REQUIRED</i>	EA	3	\$ 1,000.00	\$ (3,000.00)
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 <i>DEDUCTION SERVICE: PIPES BTN STRUCTURES D-3 & D-4 NOT REQUIRED</i>	LF	229	\$ 14.14	\$ (3,238.06)
550-3200	CLASS B CONCRETE <i>8" THICKNESS</i>	CY	17	\$ 400.00	\$ 6,800.00
402-3103	RECYCLED ASPH CONC 9.5MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME <i>165LBS/SY</i>	TN	7	\$ 300.00	\$ 2,100.00
150-1000	TRAFFIC CONTROL <i>PLATING FOR TRENCHING</i>	LS	1	\$ 20,000.00	\$ 20,000.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 <i>ADDITIONAL COST FOR TRENCHING UNDER THE ROAD BTN STRUCTURES D-2 & D-3</i>	LS	220	\$ 130.00	\$ 28,600.00
668-2100	DROP INLET, GP 1 <i>CONVERT D2 & D-3 TO INLETS WITH 2 DOUBLE GRATES WITH A HOOD</i>	EA	2	\$ 2,500.00	\$ 5,000.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	262	\$ 45.00	\$ 11,790.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	120	\$ 45.00	\$ 5,400.00
TOTAL				\$	73,451.94



LOCATION SKETCH

CITY OF TUCKER COOLEIDGE ROAD SIDEWALK FROM APPROX. 160 FEET NORTH OF BROCKETT RD TO 500 FT SOUTH OF LAWERENCEVILLE HWY(US 29) PROPOSED CONSTRUCTION PLANS



STATE OF GEORGIA, DEKALB COUNTY (089),
CONGRESSIONAL DISTRICT 6
LANDLOTS 143,166 AND 188
CITY OF TUCKER COUNCIL DISTRICT 2



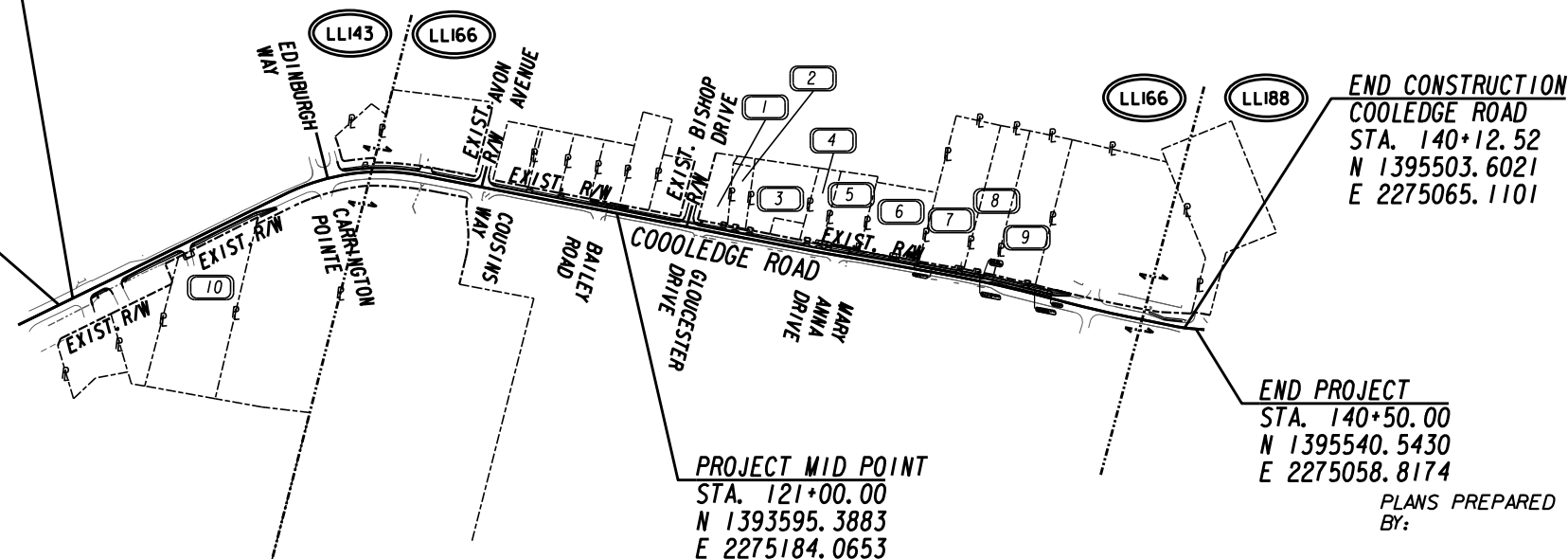
City of
Tucker



Know what's below.
Call before you dig.

BEGIN CONSTRUCTION
COOLEIDGE ROAD
STA. 101+99.64
N 1391932.5420
E 2275919.5691

BEGIN PROJECT
STA. 101+50.00
N 1391895.0319
E 2275952.0864



END CONSTRUCTION
COOLEIDGE ROAD
STA. 140+12.52
N 1395503.6021
E 2275065.1101

END PROJECT
STA. 140+50.00
N 1395540.5430
E 2275058.8174

PROJECT MID POINT
STA. 121+00.00
N 1393595.3883
E 2275184.0653

PLANS PREPARED BY:



LOWE ENGINEERS
RICHARD MEEHAN, P.E.

OWNER:
CITY OF TUCKER
DEPARTMENT OF PUBLIC WORKS
CITY HALL ANNEX
4228 FIRST AVENUE
TUCKER, GEORGIA 30084

DESIGN SPEED: 35 MPH
FUNCT. CLASS: MINOR ARTERIAL
2-WAY ADT (YEAR): UNKNOWN

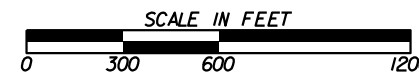
THIS PROJECT IS 100% IN DEKALB COUNTY AND IS 100% IN CONG. DIST. NO. 6

THIS PROJECT IS PREPARED USING THE HORIZONTAL COORDINATE SYSTEM OF 1985 (NAD83) WEST ZONE AND NORTH AMERICAN VERTICAL DATUM (NAVD 1988)

LENGTH OF PROJECT DEKALB COUNTY (089)	FEET MILES	
	FEET	MILES
SIDEWALK	1763.15	0.33
CURB AND GUTTER	1763.15	0.33
CLOSED DRAIN SYSTEM	1763.15	0.33
GROSS LENGTH OF PROJECT	1850.00	0.35

LOWE
ENGINEERS

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401



DATE	DIRECTOR OF TRANSPORTATION
PLANS COMPLETED 01-11-2022	
REVISIONS	
09/28/22	

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

USE ON CONSTRUCTION

CONTROL POINT DATA TABLE						
POINT *	NORTHING	EASTING	ELEV.	DESCRIPTION	STA.	OFFSET
*6	1394351.3730	2275113.7380	1041.92	60d NAIL	128+59.40	14.77'

CHRISTOPHER PATRICK SULLIVAN

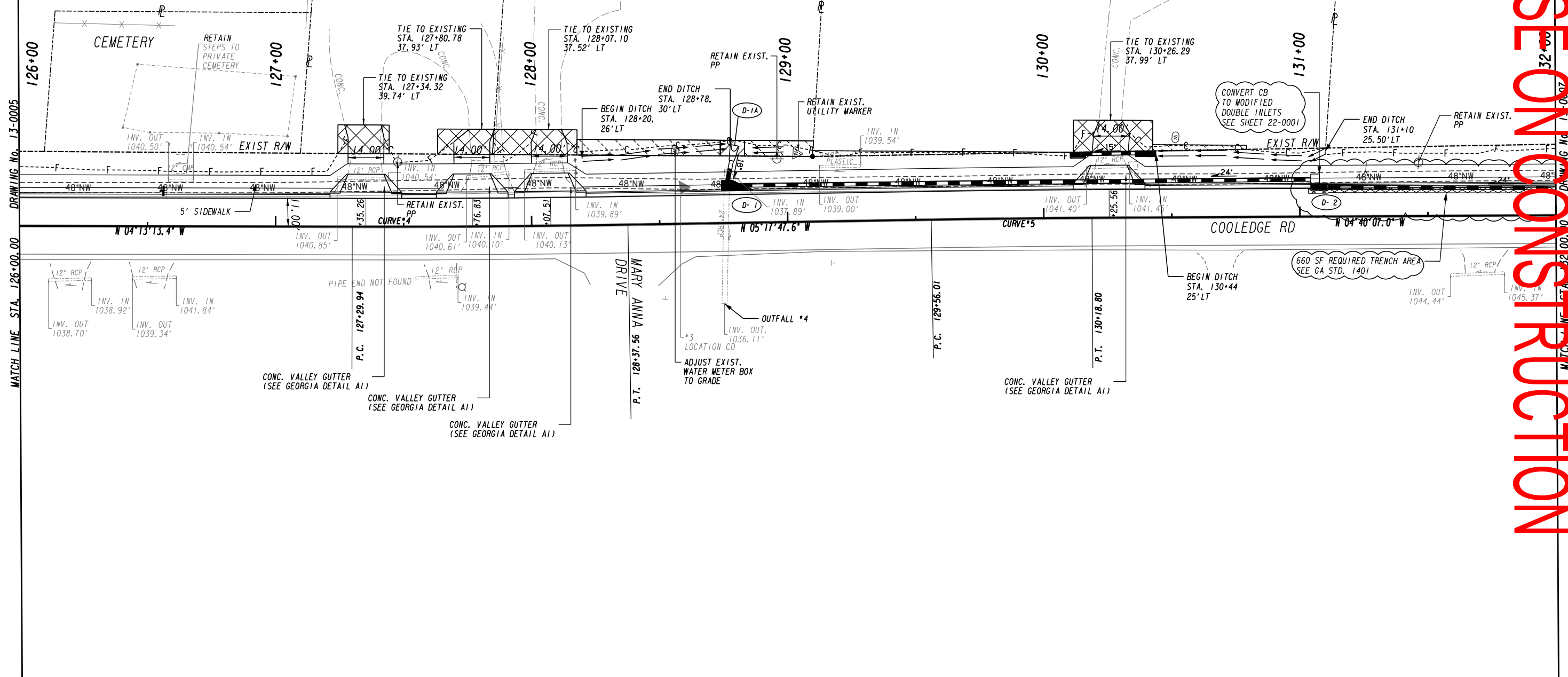
4
TIRATH SINGH
RESHAM KAUR
MANJIT SINGH

5
JEFFREY W. WIGGS, TRUSTEE OF
THE WIGGS FAMILY TRUST

6
JEFFREY W. WIGGS

7
JEFFREY W. WIGGS

CURVE # 4	CURVE # 5
PI STA: 127+83.75	PI STA: 129+87.40
N: 1394277.4084	N: 1394480.1937
E: 2275135.4303	E: 2275116.6308
DELTA: 1°04'34.2" (LT)	DELTA: 0°37'40.6" (RT)
D: 1100'00.00'	D: 1'00'00.00'
T: 53.81	T: 31.40
L: 107.62	L: 62.79
R: 5729.58	R: 5729.58
E: 0.25	E: 0.09



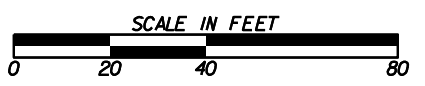
DRAWING NO. 13-0005
MATCH LINE STA. 126+00.00

USE ON CONSTRUCTION

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

LOWE ENGINEERS
 990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
 PHONE 770.857.8400 FAX 770.857.8401

City of Tucker
 TUCKER, GEORGIA
 Page 362 of 390



REVISION DATES	
09/28/22	

CONSTRUCTION PLAN
COOLEIDGE ROAD
SIDEWALK PROJECT

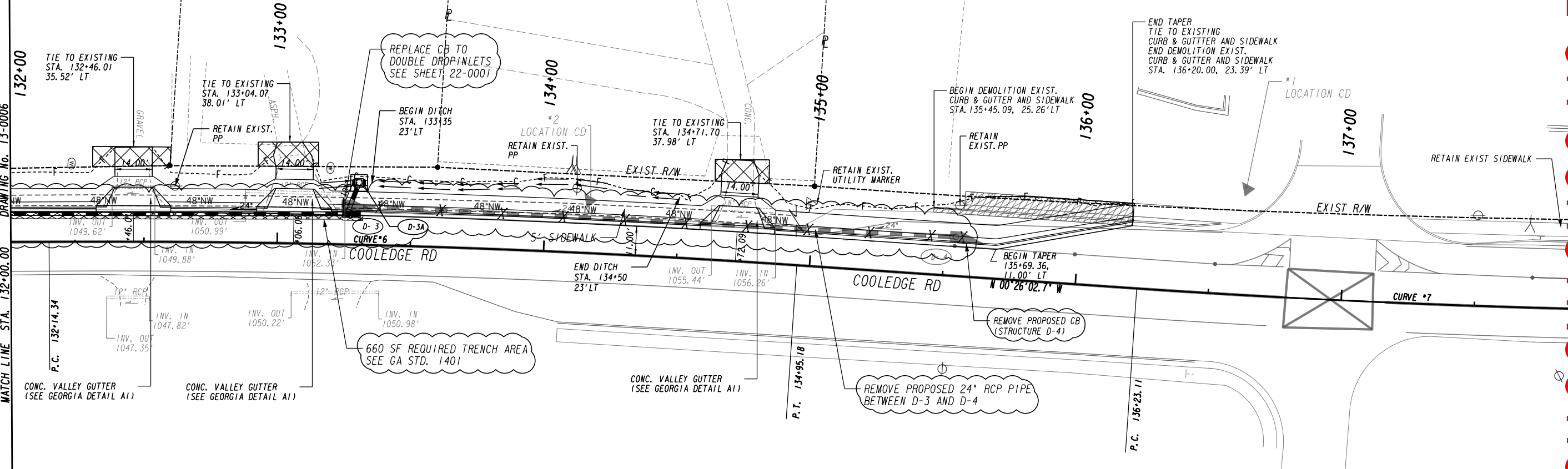
CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	13-0006
CORRECTED:	DATE:	
VERIFIED:	DATE:	

7
REY W. WIGGS

8
DAT TIEN TRAN
LISA NGUYEN

9
JERRY L. RITGERS

LIVING GRACE EVANGELICAL
LUTHERAN CHURCH, INC.



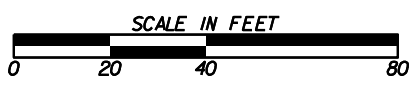
CURVE * 6	CURVE * 7
PI STA. 133+54.82	PI STA. 137+19.47
N. 1394846.3950	N. 1395211.1607
E. 2275086.7255	E. 2275083.9620
DELTA. 4°14'04.4" (RT)	DELTA. 2°54'18.8" (LT)
D. 1°30'28.02"	D. 1°30'28.02"
T. 140.49	T. 96.36
L. 280.85	L. 192.68
R. 3800.00	R. 3800.00
E. 2.60	E. 1.22

POINT #	NORTHING	EASTING	ELEV.	DESCRIPTION	STA.	OFFSET
*1	1395153.0690	2275043.8100	1061.82	60d NAIL	136+62.10	40.39'
*2	1394907.1550	2275066.8050	1055.49	60d NAIL	134+16.02	20.29'

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

LOWE ENGINEERS
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City of Tucker
 TUCKER, GEORGIA
 Page 363 of 390

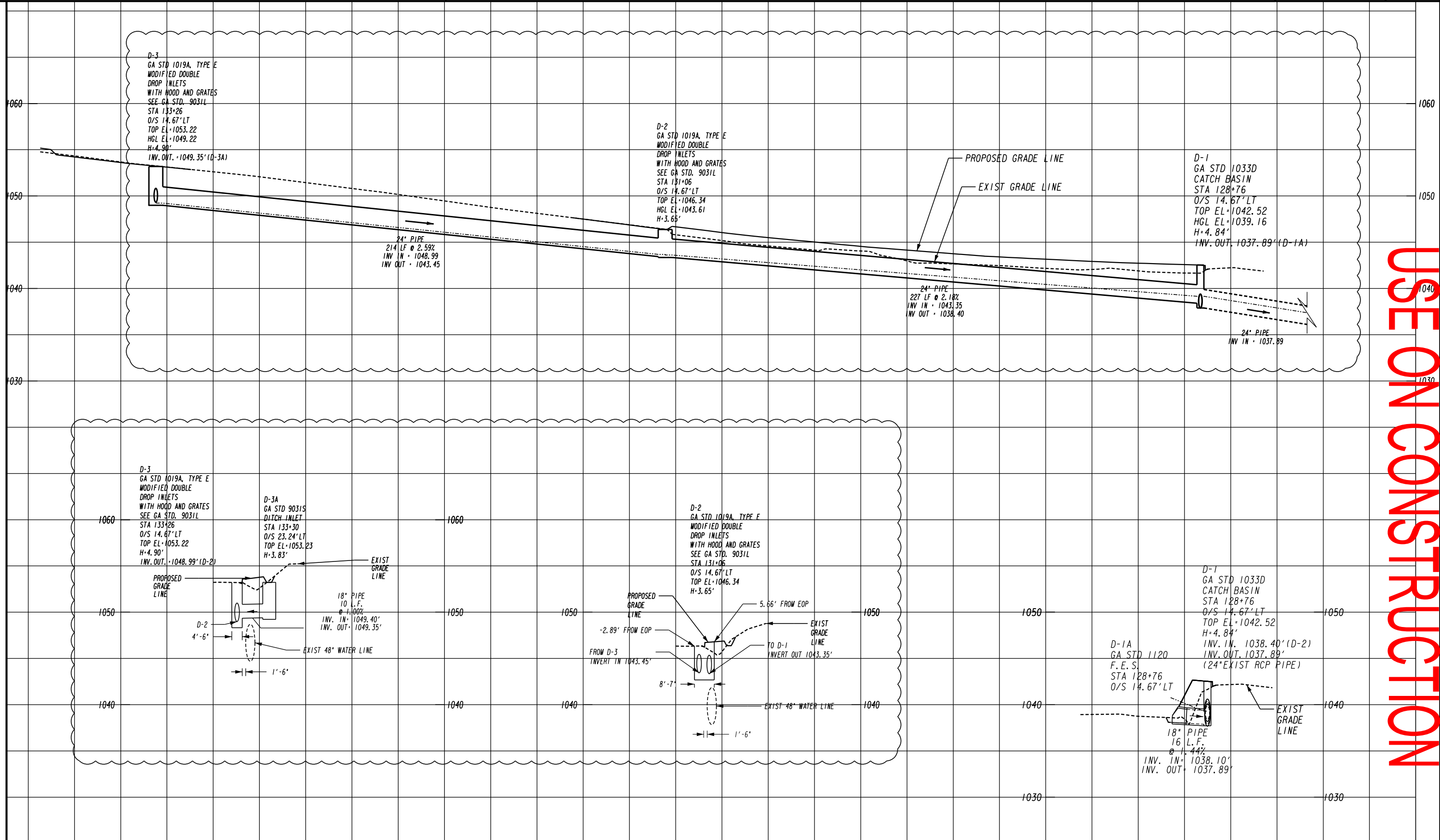


09/28/22		

CONSTRUCTION PLAN
COOLEGE ROAD
SIDEWALK PROJECT

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	13-0007
CORRECTED:	DATE:	
VERIFIED:	DATE:	

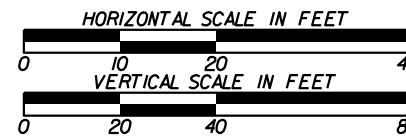
USE ON CONSTRUCTION



USE ON CONSTRUCTION



990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770-857-8400 FAX 770-857-8401



REVISION DATES	
09/28/22	

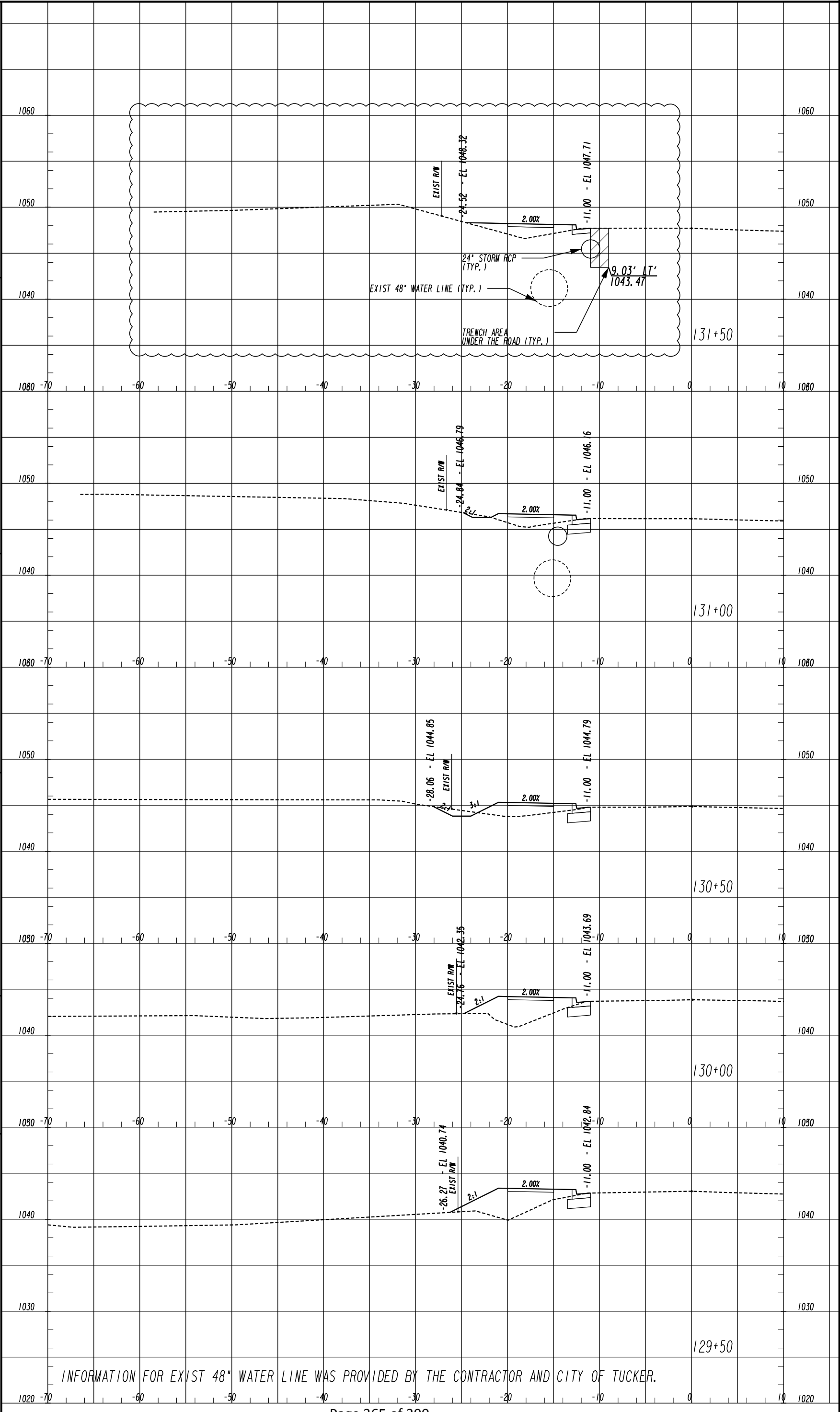
DRAINAGE PROFILES
COOLEGGE ROAD
SIDEWALK PROJECT

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	22-0004
CORRECTED:	DATE:	
VERIFIED:	DATE:	

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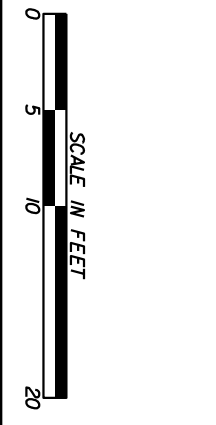
09/17/2025 SUREN

9/29/2022 9:48:27 AM LOWE ENGINEERS 9/16/2024-10:01:00 AM 024001.233.dgn P.L. No.



INFORMATION FOR EXIST 48" WATER LINE WAS PROVIDED BY THE CONTRACTOR AND CITY OF TUCKER.

LOWE ENGINEERS
 990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
 PHONE 770.851.8400 FAX 770.851.8401



REVISION DATES

09/28/22	

CROSS SECTIONS
 COOLEGE ROAD
 SIDEWALK PROJECT

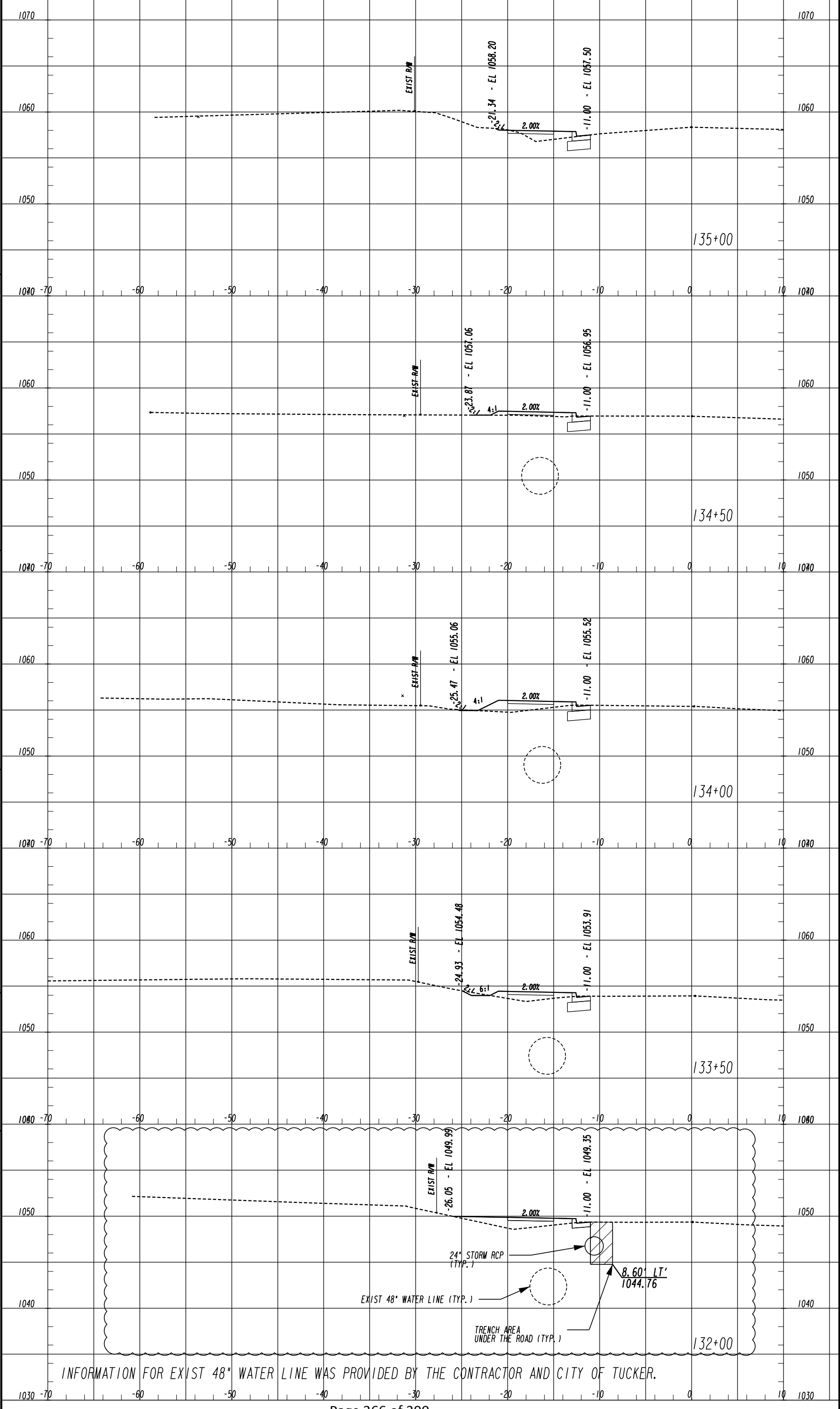
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DRAWING NO. 23-0009

USE ON CONSTRUCTION

09/17/2025 SUREN

9/29/2022 9:48:29 AM LOWE ENGINEERS g:\1\borford-161-70-141 024001.233.dgn P.L. No.



INFORMATION FOR EXIST 48" WATER LINE WAS PROVIDED BY THE CONTRACTOR AND CITY OF TUCKER.

LOWE
ENGINEERS

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.851.8400 FAX 770.851.8401

SCALE IN FEET

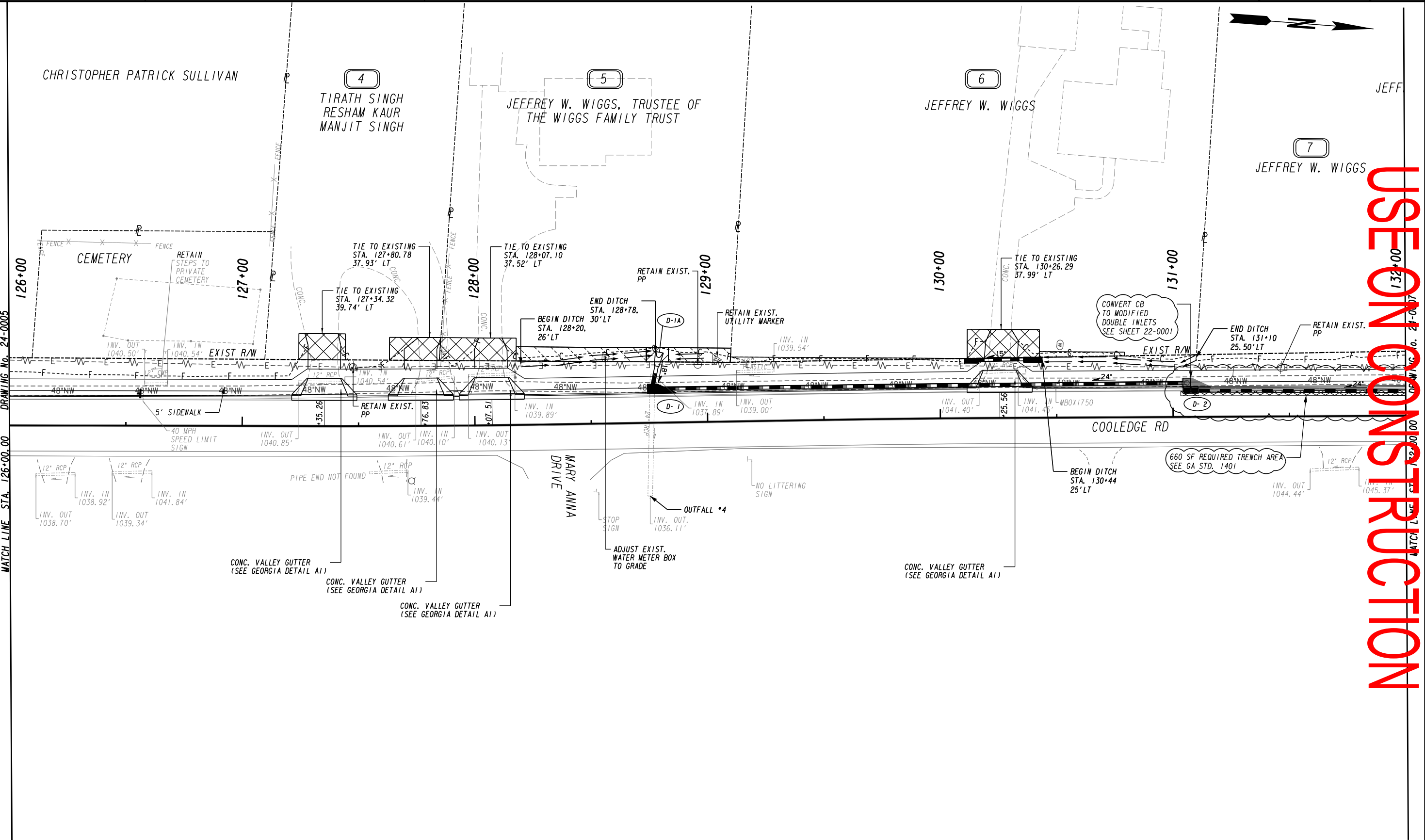
REVISION DATES

09/28/22	

CROSS SECTIONS
COOLEGE ROAD
SIDEWALK PROJECT

CHECKED:	DATE:
BACKCHECKED:	DATE:
CORRECTED:	DATE:
VERIFIED:	DATE:

DRAWING NO.	23-0010
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USE ON CONSTRUCTION

DRAWING NO. 24-0005
 MATCH LINE STA. 126+00.00

LOWE ENGINEERS
 990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
 PHONE 770.857.8400 FAX 770.857.8401

TUCKER, GEORGIA
City of Tucker
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REVISION DATES	
09/28/22	

UTILITY PLANS
COOLEDGE ROAD
SIDEWALK PROJECT

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	24-0006
CORRECTED:	DATE:	
VERIFIED:	DATE:	

7
REY W. WIGGS

8
DAT TIEN TRAN
LISA NGUYEN

9
JERRY L. RITTGERS

LIVING GRACE EVANGELICAL
LUTHERAN CHURCH, INC.

TIE TO EXISTING
STA. 132+46.01
35.52' LT

TIE TO EXISTING
STA. 133+04.07
38.01' LT

REPLACE CB TO
DOUBLE DRAINLETS
SEE SHEET 22-0001

BEGIN DITCH
STA. 133+35
23' LT

TIE TO EXISTING
STA. 134+71.70
37.98' LT

BEGIN DEMOLITION EXIST.
CURB & GUTTER AND SIDEWALK
STA. 135+45.09, 25.26' LT

END TAPER
TIE TO EXISTING
CURB & GUTTER AND SIDEWALK
END DEMOLITION EXIST.
CURB & GUTTER AND SIDEWALK
STA. 136+20.00, 23.39' LT

DRAWING No. 24-0006

MATCH LINE STA. 132+00.00

MATCH LINE STA. 138+00.00

CONC. VALLEY GUTTER
(SEE GEORGIA DETAIL A1)

CONC. VALLEY GUTTER
(SEE GEORGIA DETAIL A1)

660 SF REQUIRED TRENCH AREA
SEE GA STD. 1401

CONC. VALLEY GUTTER
(SEE GEORGIA DETAIL A1)

REMOVE PROPOSED 24" RCP PIPE
BETWEEN D-3 AND D-4

REMOVE PROPOSED CB
(STRUCTURE D-4)

DO NOT BLOCK
INTERSECTION
(RETAIN EXISTING
SIGN)

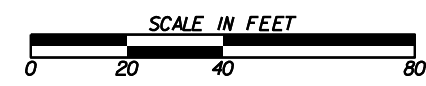
USE ON CONSTRUCTION

LOWE
ENGINEERS

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401

TUCKER, GEORGIA
City of
Tucker

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REVISION DATES	
09/28/22	

UTILITY PLANS
COOLEGGE ROAD
SIDEWALK PROJECT

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	24-0007
CORRECTED:	DATE:	
VERIFIED:	DATE:	



CONTRACT AMENDMENT AGREEMENT

This CONTRACT AMENDMENT AGREEMENT ("AGREEMENT") is dated as of _____, 202_ (the "effective Date"), by and between the City of Tucker, GA located at 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084, and DAF Concrete Inc. located at 9160 Turner Road, Jonesboro, GA 30236 (collectively, the "Parties").

WHEREAS the Parties entered into ITB #2022-008 agreement on April 21, 2022 (date of original contract).

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

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

- * The Original Contract, which is attached hereto as Exhibit A, contained a limited scope. Additional work has been added to that scope per the attached documentation and agreed upon by both parties.
- * The Parties agree to amend the Original Contract in the amounts noted in the attached documentation (Exhibit B).
- * The amendment binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

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

This agreement shall be signed by:

City of Tucker

Name

Title

Date

DAF CONCRETE, INC.

Name

Title

Date



CONTRACT AGREEMENT ITB# 2022-008
Contract #C2022-008-CE2108/2205-SP1906/1908/2009/2105/2202
COOLEGE ROAD SIDEWALK PROJECT

This Agreement made and entered into this 2nd day of April in the year 2022, by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and DAF Concrete Inc. ("Contractor"), located at 9160 Turner Road, Jonesboro, GA 30236.

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

WHEREAS, the City of Tucker has caused **Invitation to Bid #2022-008** 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 specifications; and

WHEREAS, the Contractor submitted a response to the **ITB #2022-008**; and

WHEREAS, the Contractor's submittal was deemed by the City of Tucker to be the most qualified submittal to the City per the scope of services.

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

1.0 Scope of Work

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

- EXHIBIT A – SCOPE OF SERVICE**
- EXHIBIT B – COST PROPOSAL**
- EXHIBIT C – W-9**
- EXHIBIT D – CERTIFICATE OF INSURANCE**

EXHIBIT E – IMMIGRATION & SECURITY FORM
EXHIBIT F – CONTACT INFORMATION
EXHIBIT G – ADDENDUMS
EXHIBIT H – PERFORMANCE AND PAYMENT BOND (if applicable)

2.0 Key Personnel

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

3.0 Compensation

3.1. Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract.

3.2. Billings. If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

Invoices are to be emailed to invoice@tuckerga.gov. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted: "Exhibit C".

3.3. Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

3.4. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set

off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

4.0 Duration of Contract

4.1. **Contract Term.** The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, except as allowed by law, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. All invoices postmarked by the City during said term shall be filled at the contract price.

4.2. **Contract Extension.** In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the RFP 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 Contractor for reasons of additional time, additional services and/or additional areas of work.

5.0 Independent Contractor

5.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.

5.2. Inasmuch as the City of Tucker and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for

any contracts or agreements the Contractor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

6.0 Indemnification

6.1 To the extent allowed by law, the Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

7.0 Performance

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

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation.

If requirements are not remedied City of Tucker has the right to cancel this Agreement with no additional obligation to Contractor.

7.1 Final Completion, Acceptance, and Payment

- A. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- B. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

8.0 Changes

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

9.0 Change Order Defined

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

10.0 Insurance

10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$2,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **“Exhibit D” (Certificate of Insurance).**

11.0 Termination

11.1. Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64 and 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

11.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

(i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

(ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) The Contractor fails to make substantial and timely progress toward performance of the contract;

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

(vi) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

11.3. Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

(i) Immediately terminate the Contract without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

11.4. Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the

City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

11.5. Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

11.6. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

(i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;

(ii) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;

(iv) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

12.0 CLAIMS and DISPUTE RESOLUTION

12.1 Claims Procedure

A. If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City-directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.

B. Contractor shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,

C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect) impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional

compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.

D. If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.

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

F. After Contractor has submitted a fully documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Contractor with a decision within sixty (60) Days the date the Claim is received. or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

A. If Contractor disagrees with City's decision rendered in accordance with section 12. If Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.

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

1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

C. All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.

D. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

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

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

13.0 Confidential Information

13.1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

13.2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

13.3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

13.4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

13.5. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

14.0 Inclusion of Documents

Contractor's response submitted 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.

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

15.0 Compliance with All Laws and Licenses

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

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

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

1. Equal Employment Opportunity — The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;

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

15.2 Georgia Security and Immigration Compliance Act

- a. The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**Immigration and Security Form**) and incorporated herein by reference and made a part of this contract.
- b. The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
- c. Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

16.0 Assignment

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

17.0 Amendments in Writing

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

18.0 Drug-Free and Smoke-Free Work Place

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

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

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

18.3.1 The Contractor has made false certification herein; or

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

19.0 Additional Terms

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

20.0 Antitrust Actions

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

21.0 Reporting Requirement

Reports shall be submitted to the Project Manager on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

22.0 Governing Law

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

23.0 Entire Agreement

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

24.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable:)

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:

By: Tami Hankin
Title: City Manager
Name: Tami Hankin
Date: 4/21/2022

Attest: Bonnie Warne
Bonnie Warne, City Clerk

CONTRACTOR:

By: Antonia Sanchez
Title: President
Name: Antonia Sanchez
Date: 4-20-22

Company Name: DAF CONCRETE INC

(seal)



Exhibit A:
Project Specifications / Scope of Work
ITB #2021-008 Cooledge Road Sidewalk Project

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the Cooledge Road Sidewalk Project.

The Cooledge Road Sidewalk Project will consist of two segments. The first segment of the project is to begin at the exit driveway of 1531 Cooledge Road on the eastern side of the road and will continue northbound until connecting to the existing sidewalk on the backside of 1695 Carrington Pointe. The second segment will begin at the corner of entrance to Edinburgh Way on the west side of the road and continue northbound until connecting to the existing sidewalk in front of 1812 Cooledge Road. The project includes the construction of a new 5-foot-wide sidewalk segment, curb and gutter, stormwater drainage, signage, and landscaping improvements. The complete scope, plans, and other relevant information for ITB #2022-008 Cooledge Road Sidewalk Project is available for download on the City of Tucker website: <http://tuckerga.gov> or request via email to procurement@tuckerga.gov .

GENERAL CONDITIONS

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

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

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

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

Materials must come from GDOT approved sources. The contractor will be required to submit in writing 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 at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 150 calendar days. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding punch list work).

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

Normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Lane closures on Cooledge Road are limited to the hours of 9:00AM to 4:00PM. 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.). Hours of operation for subdivision streets shall be 8:00AM to 7:00PM.

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list work) that is not completed within 150 calendar days. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days.

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

The contractor shall provide a project progress schedule prior to or at the preconstruction meeting. This schedule 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 2:00p.m.**, detailing scheduled activities for the following week.

PERMITS AND LICENSES

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

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon Notice of Award, the successful contractor shall submit a Performance Bond pursuant to O.C.G.A. § 36- 91-70 payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant pursuant to O.C.G.A. § 36- 91-90.

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.

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.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing variable message signs at each end of the project one week prior to commencement of work. Payment for this will be included in the item for Traffic Control. The City will be responsible for notification to individual property owners.

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

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the 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 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, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he 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 she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall include Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the signing & marking plans

including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

CLEANUP

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

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. Remove and properly dispose of all demolished asphalt and concrete. Demolished items shall be included in the "GRADING COMPLETE" bid item.
2. All disturbed or damaged grassing and landscaping on backside of sidewalk to match surrounding conditions. Cost to be included in the "GRASSING COMPLETE" bid item.
3. All grassing strips between back of curb and front of Trail shall be Sod.
4. Contractor shall be required to meet all GDOT lane closure requirements. Signage and all other forms of traffic control shall be included in the "TRAFFIC CONTROL" quantity for the project
5. Sawcut of edge of pavement throughout the project is to be included in the "GRADING COMPLETE" quantity for the project.

SUBCONTRACTOR

Any contractor utilizing a subcontractor must submit a proposed list of subcontractors and a Subcontractor Affidavit (Exhibit E-2).

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Unit Price Bid Proposal Form (Exhibit B)
2. W-9 Form (Exhibit C)
3. Certificate of Insurance (Exhibit D)
4. Contractor Affidavit (Exhibit E-1)
5. Subcontractor Affidavit (Exhibit E-2)
6. Proposed List of Subcontractors
7. Bid Bond Form (Exhibit F)
8. Related Experience and References
9. Acknowledgement of Addendum issued with each Addendum

Exhibit B: Cost Proposal

ITB #2022 – 008 Cooledge Road Sidewalk Project				
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST
ROADWAY ITEMS				
210-0100	GRADING COMPLETE - Cooledge Rd	LS	1	\$40,000.00
150-1000	TRAFFIC CONTROL - Cooledge Rd	LS	1	\$30,000.00
318-3000	AGGR SURF CRS	TN	300	\$40.00/\$12,000.00
441-0104	CONC SIDEWALK, 4 IN	SY	2000	\$43.00/\$86,000.00
441-6216	CONC CURB & GUTTER, 8" X 24", TP 2	LF	3000	\$22.00/\$66,000.00
999-5200	DETECTABLE WARNING SURFACE	EA	12	\$150.00/\$1,800.00
SURFACING ITEMS				
310-1101	GR AGGR BASE CRS, 8 IN, INCL MATL	TN	300	\$30.00 /\$9,000.00
441-0016	DRIVEWAY CONCRETE 6 IN TK	SY	190	\$45.00 /\$8,550.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	370	\$45.00 /\$16,650.00
441-4030	CONC VALLEY GUTTER, 8 IN	SY	90	\$45.00 /\$4,050.00
DRAINAGE ITEMS				
441-0303	CONC SPILLWAY, SP DES	EA	1	\$2,000.00/\$2,000.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	660	\$70.00 /\$46,200.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	700	\$75.00 /\$52,500.00
550-2150	SIDE DRAIN PIPE, 15 IN, H 1-10	LF	130	\$50.00 /\$6,500.00
550-3615	SAFETY END SECTION 15 IN, SIDE DRAIN, 6:1 SLOPE	EA	2	\$450.00 /\$900.00
550-4218	FLARED END SECTION 18 IN, STORM DRAIN	EA	1	\$500.00 /\$500.00
611-4001	RECONSTR MINOR DRAINAGE STR	EA	2	\$300.00 /\$600.00
668-1100	CATCH BASIN, GP 1	EA	9	\$1,000.00/\$9,000.00
668-2100	DROP INLET, GP 1	EA	3	\$3,000.00/\$9,000.00
UTILITY				
ITEM NO.	UTILITY	UNITS	QUANTITY	
611-8055	ADJUST MINOR STRUCTURE TO GRADE	EA	1	\$200.00 /\$200.00
611-8120	ADJUST WATER METER BOX TO GRADE	EA	1	\$200.00 /\$200.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	1	\$200.00 /\$200.00
TEMPORARY EROSION CONTROL				
700-9000	SOD	SY	5500	\$8.00 /\$44,000.00
	GRASSING COMPLETE	LS	1	\$3,000.00/\$3,000.00
	EROSION CONTROL INSTALLATION & MAINTENANCE	LS	1	\$8,000.00/\$8,000.00
SIGNS				
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	28.00	\$50.00 /\$1,400.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	25.00	\$50.00 /\$1,250.00
636-2070	GALV STEEL POSTS, TP 7	LF	142.0	\$20.00 /\$2,840.00
PAVEMENT MARKINGS				
653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	60	\$8.00 /\$480.00
653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	LF	2000	\$6.00 /\$12,000.00
TOTAL COST				\$474,820.00

Company Name: DAF Concrete, Inc.

Address: 9160 Turner Road, Jonesboro, GA, 30236

Contact Person: Antonio Sanchez

Phone Number: (770) 629-4036

Email Address: daf_concrete_inc@yahoo.com

Signature: Antonio Sanchez

*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.



DAF Concrete
Reliability is our promise!
 9160 Turner Rd Jonesboro, GA, 30236
 P: 770.629-4036 Cell: 404.433.8824

CONSTRUCTION COSTS ADJUSTMENT

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
668-1100	CATCH BASIN, GP 1 <i>DEDUCTION SERVICE: 2 CATCH BASINS (D-2, D-3& D-4) NOT REQUIRED</i>	EA	3	\$ 1,000.00	\$ (3,000.00)
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 <i>DEDUCTION SERVICE: PIPES BTN STRUCTURES D-3 & D-4 NOT REQUIRED</i>	LF	229	\$ 14.14	\$ (3,238.06)
550-3200	CLASS B CONCRETE <i>8" THICKNESS</i>	CY	17	\$ 400.00	\$ 6,800.00
402-3103	RECYCLED ASPH CONC 9.5MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME <i>165LBS/SY</i>	TN	7	\$ 300.00	\$ 2,100.00
150-1000	TRAFFIC CONTROL <i>PLATING FOR TRENCHING</i>	LS	1	\$ 20,000.00	\$ 20,000.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 <i>ADDITIONAL COST FOR TRENCHING UNDER THE ROAD BTN STRUCTURES D-2 & D-3</i>	LS	220	\$ 130.00	\$ 28,600.00
668-2100	DROP INLET, GP 1 <i>CONVERT D2 & D-3 TO INLETS WITH 2 DOUBLE GRATES WITH A HOOD</i>	EA	2	\$ 2,500.00	\$ 5,000.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	262	\$ 45.00	\$ 11,790.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	120	\$ 45.00	\$ 5,400.00
TOTAL				\$	73,451.94