



Mayor & City Council
Regular Meeting Agenda

Tuesday, October 10, 2023, 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/89338334026> or Phone: 888 788 0099 (Toll Free) Webinar ID: 893 3833 4026

Pages

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

The pledge will be led by BARK (Being A Real Kid) tutoring program students.

D. MAYOR'S OPENING REMARKS

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E. PUBLIC COMMENTS

F. APPROVAL OF THE AGENDA

G. CONSENT AGENDA

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I. STAFF REPORTS

J. OLD BUSINESS

J.1	Ordinance O2023-09-16	Courtney.Smith	36
	<ul style="list-style-type: none">Second Read and Public Hearing of an Ordinance for text amendments to the Tucker Code Chapter 46 Zoning, including changes to Comprehensive Plan references. (TA-23-0004)		
J.2	Ordinance O2023-09-17	Ted.Baggett	117
	<ul style="list-style-type: none">Second Read of an Ordinance to amend the Tucker Code to create Chapter 6 Animals.		

K. NEW BUSINESS

K.1	Ordinance O2023-10-18	Courtney.Smith	127
	<ul style="list-style-type: none">First Read of an Ordinance for the Purpose of Amending the Tucker Strategic Transportation Master Plan.		
K.2	Ordinance O2023-10-19	Beverly.Hilton	199
	<ul style="list-style-type: none">First Read of an Ordinance for the City Of Tucker, Georgia for the Purpose Of Amending the Tucker Purchasing Policy and to Provide Self-Certification as Required by the Code of Federal Regulations to Establish a Micro-Purchasing Threshold as Required for Purchasing Using Federal Funds.		
K.3	Ordinance O2023-10-20	Courtney.Smith	224
	<ul style="list-style-type: none">First Read and Public Hearing of an Ordinance to amend the Official Zoning Map of the City of Tucker relating to properties along Lawrenceville Hwy, Steel Dr, Woodbriar Cir, Weston Ln, Sheridan St, Lexington Rd, Stockton Dr and Brockett Rd (RZ-23-0002)		
K.4	Contract #C2023-PO24-597	Micah.Seibal	239
	<ul style="list-style-type: none">Consideration of approval for purchase and installation of 15 Flock License Plate Reader Cameras and Software		
K.5	Contract #C2023-PO24-570	Carlton.Robertson	260
	<ul style="list-style-type: none">Consideration of approval for the purchase and installation of a retractable bleacher system at the Tucker Recreation Center Gymnasium.		
K.6	Contract #C2019-037-TP21-PO24-579	Carlton.Robertson	283
	<ul style="list-style-type: none">Consideration of approval for the design and engineering phase of the Lord Park Entrance and Parking project.		

L. MAYOR AND COUNCIL COMMENTS

M. EXECUTIVE SESSION

- As required for personnel, real estate and litigation

N. ACTION AFTER EXECUTIVE SESSION

- As needed

O. ADJOURNMENT

- Motion to adjourn meeting



MEMO

To: Honorable Mayor and City Council Members
From: Lolita Brown, Human Resources Director
CC: Tami Hanlin, City Manager
Date: October 10, 2023
RE: Memo for 2023 Health Promotion & Wellbeing Grant Award

Description for on the Agenda:

Presentation

Sherea Robinson, Health Promotion Services Manager
Local Government Risk Management Services (LGRMS & GMA)

Issue:

N/A

Recommendation:

N/A

Background: Georgia Municipal Association (GMA) announced the renewal of the Health Promotion & Wellbeing Grant Program for 2023. The grant will assist members of GMA's health insurance fund to conduct new or improve existing workplace health promotion and wellness programs. The city's health promotion & wellbeing grant application was accepted and approved by GMA, in conjunction with Local Government Risk Management Services (LGRMS). The grant program is administered by LGRMS and is only available to members for the Georgia Municipal Employees Benefit System (GMEBS) Life & Health Insurance Fund.

Summary: The City of Tucker has been awarded the 2023 Health Promotion & Wellbeing Grant in the amount of \$2500. The city must meet all the grant requirements and carry out all required health promotion activities as described in the application. The city received 50% of the initial grant amount on September 11, 2023, and the remaining grant amount will be distributed in March 2024 after the mid-point check has been submitted.

Financial Impact:

N/A



RISK MANAGEMENT AND
EMPLOYEE BENEFIT
SERVICES

BOARD OF TRUSTEES

Chair

Rebecca L. Tydings
City Attorney, Centerville

Vice Chair

Marcia Hampton
City Manager, Douglasville

Secretary-Treasurer

Larry H. Hanson
CEO and Executive Director

Trustees:

Shelly Berryhill
Commissioner, Hawkinsville

Linda Blechinger
Mayor, Auburn

Chris Hobby
City Manager, Bainbridge

Meg Kelsey
City Manager, LaGrange

Jessica O'Connor
City Manager, Griffin

W. D. Palmer, III
Councilmember, Camilla

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

JoAnne Taylor
Mayor, Dahlonega

Albert Thurman
Mayor, Powder Springs

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

September 11, 2023

Mayor Frank Auman
City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, GA 30084

Dear Mayor Auman:

Congratulations! I am pleased to inform you that the city of **Tucker** has been awarded a 2023 GMA/Georgia Municipal Employees Benefit System (GMEBS) Health Promotion and Wellbeing Grant in the amount of **\$2500**. Enclosed is 50% of the city's grant; the remaining amounts will be distributed in March 2024 upon completion of the Mid-Point Check Report. As stated in the 2023 GMA/GMEBS Health Promotion and Wellbeing Grant application, your designated Health Promotion Champion is required to work directly with Local Government Risk Management Services (LGRMS), and to attend at least one of the High Impact Champion Training workshops. You will be contacted by a representative from LGRMS with more information about the workshops.

Workplace health promotion and wellness programs save health care dollars and improve employee health and productivity. LGRMS-Health Promotion Services (HPS) along with GMA is committed to helping local governments engage in building comprehensive health promotion and wellness programs.

Again, congratulations on receiving the grant. The LGRMS-HPS staff looks forward to working with your organization to provide health promotion and wellness services for all covered employees. Should you have any questions, please do not hesitate to contact Sherea Robinson at (678) 686-6281 or srobinson@lgrms.com.

Sincerely,

Randy Logan
Deputy Executive Director

RL:RL/dkm

Enclosure

cc: Ms. Tami Hanlin, thanlin@tuckerga.gov
Mr. Dan Beck, LGRMS Director
Ms. Sherea Robinson, LGRMS-Health Promotion Services Manager
Ms. Denise Joyce, Director of Life and Health Insurance Services



GEORGIA MUNICIPAL ASSOCIATION
GMEBS LIFE & HEALTH
INSURANCE FUND
PO BOX 105377
ATLANTA, GA 30348
404-688-0472

SUNTRUST
ACH RT 061000104
64-10-610

NO.

5949

DATE

9/7/2023

AMOUNT

\$1,250.00

PAY

One Thousand Two Hundred Fifty Dollars and 00 Cents

TO
THE
ORDER
OF

City of Tucker
1975 Lakeside Parkway
Suite 350
Tucker GA 30084

VOID AFTER 120 DAYS

Lang H H H

⑈00005949⑈ ⑆061000104⑆ 1000137236203⑈

GEORGIA MUNICIPAL ASSOCIATION GMEBS LIFE & HEALTH INSURANCE FUND

5949

Vendor ID	Name	Payment Number	Check Date	Document Number
199965	City of Tucker	0002587	9/7/2023	5949
Invoice Number	Date	Amount	Amount Paid	Description
09-05-23	9/5/2023	\$1,250.00	\$1,250.00	2023 Health Promo Grant

\$1,250.00

\$1,250.00

GEORGIA MUNICIPAL ASSOCIATION GMEBS LIFE & HEALTH INSURANCE FUND

5949

Vendor ID	Name	Payment Number	Check Date	Document Number
199965	City of Tucker	0002587	9/7/2023	5949
Invoice Number	Date	Amount	Amount Paid	Description
09-05-23	9/5/2023	\$1,250.00	\$1,250.00	2023 Health Promo Grant

\$1,250.00

\$1,250.00



MAYOR & CITY COUNCIL

SPECIAL CALLED MEETING MINUTES

Wednesday, September 6, 2023, 5:30 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
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

ZOOM Link: <https://us02web.zoom.us/j/89338334026>

A. CALL TO ORDER

Mayor Auman called the special called meeting to order at 5:30 PM.

B. ROLL CALL

The above were in attendance for a quorum.

C. MAYOR'S OPENING REMARKS

D. BUSINESS

D.1 Resolution R2023-09-17

Special Purpose Local Option Sales Tax (SPLOST) I was first passed in 2017 with estimated revenue projections to be collected through March of 2024, and has contributed funding to 51 different road, trail, sidewalk and parks projects.

A Resolution is proposed for SPLOST II with the estimated project category costs listed below for a six-year program upon the approval of an agreement with DeKalb County and other cities.

Capital Road Improvement & Resurfacing	\$20,231,879	46%
Expansion & Capital Improvements of Trails, Sidewalks & Bikeways	\$13,634,527	31%
Parks Capital Outlay	\$ 6,597,352	15%
Capital Projects for Stormwater Infrastructure	<u>\$ 3,518,588</u>	<u>8%</u>
TOTAL:		\$43,982,346 100%

SPLOST allows for the use of a 1% sales tax to be collected county-wide, upon voter approval, for a limited period of time, usually either 5 or 6 years. A SPLOST may only last 6 years if there is an intergovernmental agreement between the county and the cities

located within the county. The proceeds of the tax must be spent on capital projects. DeKalb County's SPLOST differs from all other Georgia Counties because it is statutorily linked to the Equalized Homestead Option Sales Tax (EHOST). A referendum to renew SPLOST must therefore be posed to voters in conjunction with the renewal of the EHOST. Another unique feature of SPLOST in DeKalb is that by virtue of state law, the proceeds from the SPLOST are allocated directly and independently to the individual cities and the county for their use and accounting. Hence, the exact percentages utilized in the body of the agreement which inform the monthly allocations made by the Georgia Dept. of Revenue. Yet another unique feature of a DeKalb SPLOST is that all the cities must participate in the intergovernmental agreement (with the exception of the City of Atlanta which is ineligible to receive DeKalb SPLOST proceeds by virtue of having its own MOST (Municipal Option Sales Tax)). Finally, by virtue of the passage of House Bill 431 in the last session of the General Assembly, all the participating local governments now have greater flexibility to identify capital projects for allocation of their SPLOST proceeds, just like in other counties levying SPLOST.

The Mayor and Council discussed the SPLOST II Resolution to Call for a Referendum on the Election Ballot and an Intergovernmental Agreement with Dekalb County and Municipalities located within the boundaries of Dekalb County.

MOVER: A. Lerner
SECONDER: V. Rece

Motion to approve Resolution R2023-09-17 and Intergovernmental Agreement on SPLOST II passed.

AYES: (6): R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner
NAYES: (1): F. Auman

APPROVED (6 to 1)

E. EXECUTIVE SESSION - None

F. ACTION AFTER EXECUTIVE SESSION - None

G. ADJOURNMENT

MOVER: N. Monferdini
SECONDER: C. Schroeder

Motion to adjourn meeting at 6:07 PM passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



**MAYOR & CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, September 11, 2023, 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
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

ZOOM Link: <https://us02web.zoom.us/j/89338334026>

A. CALL TO ORDER

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

B. ROLL CALL

The above were in attendance for a quorum.

C. PLEDGE OF ALLEGIANCE

The pledge was led by Scout Troop 129.

D. MAYOR'S OPENING REMARKS

Proclamation P23-06 Shop Latino-Owed Business Day

The Mayor and City Council proclaim that September 15, 2023 is Shop Latino-Owed Business Day.

Mayor Auman stated that on Nov 11th Scout Troop 129 will hold a Flag Retirement Ceremony and on Nov 24th the tree lot opens at St. Andrews Church.

The Mayor introduced new staff of the City of Tucker: Lizzet Ramirez and Dina Soto, Municipal Court Clerks, Chris Seals, IT Support, Anna Hendry, P&R Manager on Duty, Charlie Chavez, P&R Outdoor Education Program Specialist, J'Darius Nance, P&R Athletic Leader, and Harvette Palmer, TRC Custodian.

Mayor Auman mentioned that since the Aug meeting 21 new Occupational Tax Certificate applications were received, to sign up for the In Tucker Magazine, and the DeKalb Emergency Services held the 22nd Annual 911 Ceremony.

E. PUBLIC COMMENTS

Public comments were heard from seven citizens on supporting the Animal Control Ordinance, in recognition of Troop 129 and all Scout Troops, on Brockett Rd Sidewalk project, Tucker Civic Assoc. Forum for District 2 Candidates, Economic Development and Housing Study Guidelines, and the Budget Amendment item.

F. APPROVAL OF THE AGENDA

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the agenda as presented passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

G. CONSENT AGENDA

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the consent agenda items G.1- G.4 passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

G.1 Special Called Meeting Minutes - August 5, 2023

G.2 Regular Meeting Minutes - August 14, 2023

G.3 Work Session Minutes - August 28, 2023

G.4 Contract Amendment for MARTA Bus Pads-Pedestrian Connectivity C2023-019-AMD-001

H. STAFF REPORTS

I. OLD BUSINESS

I.1 Resolution R2023-09-18

Courtney Smith, Community Development Director, spoke on the resolution for the purpose of extending a temporary emergency moratorium on the acceptance or processing of applications for certain specified parcels along Lawrenceville Highway between Cooleage Road and Brockett Road until November 28, 2023. The initial moratorium was approved in Resolution R2023-02-04 on February 27, 2023.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve Resolution R2023-09-18 to extend the temporary emergency moratorium passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

I.2 Ordinance O2023-08-13

Courtney Smith, Community Development Director, spoke on the Ordinance for amendments to the City of Tucker City Code, Chapter 46, including the creation of a new zoning district with various tiers for Lawrenceville Highway. The City of Tucker, in partnership with Pond, has drafted a new special zoning district for Lawrenceville Highway, between Cooledge Road and Brockett Road. This code addresses redevelopment of existing parcels, an improved gateway into the city, and compliance with our existing plans and studies.

The proposed special zoning district is made up of four tiers:

- (a) LH-1 (Lawrenceville Highway Residential). The intent of the LH-1 district is to preserve existing residential character while allowing a wider variety of housing types for new development.
- (b) LH-2 (Lawrenceville Highway Neighborhood). The intent of the LH-2 district is to create a human-scale built environment that includes medium density residential uses like townhomes, two-family developments, and small-lot single family. This tier also permits neighborhood-scale commercial uses that serve the existing and future residents. In this tier, consideration should be given to those more intense uses and how they interact with the existing single-family homes.
- (c) LH-3 (Lawrenceville Highway Core). The intent of the LH-3 district is to allow high density housing options and innovative uses that may be compatible with adaptive reuse. Mixed use development is encouraged where Lawrenceville Highway intersects with Brockett Road to the east and Cooledge Road to the west.
- (d) LH-4 (Industry). The intent of the LH-4 district is to preserve the light industrial uses that serve as economic assets to the community, as well as those services uses that have been historically located along Lawrenceville Highway.

Mayor Auman opened a public hearing in which four citizens spoke in favor and one citizen spoke in opposition. Public hearing closed.

Motion #1

MOVER: N. Monferdini

SECONDER: A. Weaver

Motion to defer to the October 10th Council Meeting. Vote to defer failed 2-5.

AYES: (2): A. Weaver, and N. Monferdini

NAYES: (5): F. Auman, R. Orlando, C. Schroeder, V. Rece, and A. Lerner

DENIED REQUEST (2 to 5)

Motion #2:

MOVER: C. Schroeder

SECONDER: A. Lerner

Motion to approve Ordinance O2023-08-13 for code text amendments to CH 46 Zoning passed.

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

NAYES: (1): N. Monferdini

APPROVED (6 to 1)

I.3 Ordinance O2023-08-14

Julie Martin, Planning Manager, spoke on the Ordinance for a Special Land Use Permit SLUP-23-0002 for a personal care home at 2553 Sandpiper Drive for Georgia Clay Properties LLC/Albert's House Sandpiper LLC to allow for a Personal Care Home (4-6) in the R-75 (Residential Medium Lot-75) zoning district. The subject property is 0.45 acres and is developed with a one-story, approximately 2,512 square foot single-family detached home. Recommendation to approve with conditions.

Mayor Auman opened a public hearing in which the representative for the applicant spoke in favor, and nobody spoke in opposition. Public hearing closed.

MOVER: A. Weaver

SECONDER: A. Lerner

Motion to approve Ordinance O2023-08-14 for SLUP-23-0002 passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

I.4 Ordinance O2023-08-15

Julie Martin, Planning Manager, spoke on the Ordinance for a Special Land Use Permit SLUP-23-0003 to sell alcohol (beer and wine) for off-premises consumption within a convenience store for Gas Express, LLC at the 4.41+/- acre subject property located at 5960 East Ponce de Leon Avenue, located at the intersection of East Ponce de Leon Avenue and Richardson Street, near State Route 10. Recommendation to approve with conditions. A petition and letter were submitted.

Mayor Auman opened a public hearing in which the applicant's representative spoke in favor and three individuals spoke in opposition. Public hearing closed.

MOVER: R. Orlando

SECONDER: V. Rece

Motion to approve Ordinance O2023-08-15 for SLUP-23-0003 passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

J. NEW BUSINESS

J.1 Ordinance O2023-09-16

Courtney Smith, Community Development Director, spoke on the First Read of an ordinance for text amendments (TA-23-0004) to the City of Tucker City Code, Chapter 46 Zoning, including changes to Comprehensive Plan references.

Summary of Proposed Article 1 Changes:

- Replacing “Regional Center” with “Town Center.”
- Table 1.2 outlines which zoning districts are permitted in each character area. Staff realized that HR-2, HR-3, MU-4, and MU-5 are not listed as allowable zoning districts in any of the character areas, which essentially means they would not be permitted anywhere. There are also no parcels within the city with these zoning designations. The comp plan directs all density to Northlake and Downtown, which both have special zoning districts. Therefore, staff is proposing removing HR-2, HR-3, and MU-5 throughout the zoning ordinance. This aligns with density allotments throughout the city as HR-2 and MU-5 allows for up to 40 units per acre and HR-3 allows for up to 60 units per acre. Staff is proposing adding MU-4 to Table 1.2 in the Medical Area column as it’s density (up to 24 units per acre) is consistent with other developments in the city and supports the objectives in the Comprehensive Plan.

Summary of Proposed Article 2 Changes:

- Replacing “regional center” with “town center.”
- Removing “downtown” from various zoning districts since only DT-1, DT-2, and DT-3 are permitted in “downtown.”
- Remove “regional activity center” from various zoning districts since only NL-1, NL-2, NL-3, and NL-4 are permitted in what is now “town center.”
- Remove HR-2, HR-3, and MU-5.
- Removed inconsistencies with other classifications.
- Removed conflicting language from C-1 and C-2.

Summary of Proposed Article 3 Changes:

- Added check marks to reflect existing supplemental uses for variance line items. The check mark indicates when there are additional requirements for the use so it’s important that the check mark column is accurate.

Summary of Proposed Article 4 Changes:

- Removed HR-2, HR-3, and MU-5.
- Added check marks to reflect existing supplemental uses for variance line items. The check mark indicates when there are additional requirements for a use so it's important that the check mark column is accurate.
- Corrected a typo in wireless communications.

Summary of Proposed Article 5 Changes:

- Removed reference to MU-5, town center, regional center in Sec. 46-1277 regarding building spacing requirements.

Mayor Auman opened a public hearing in which nobody spoke in favor and one individual spoke in opposition. Public hearing closed.

FIRST READ

J.2 Ordinance O2023-09-17

Ted Baggett, City Attorney, spoke on the First Read of an Ordinance to amend the Tucker Code to create Chapter 6 Animals. The City of Tucker relies on DeKalb County for animal control services. Certain aspects of how the County operates its animal control facilities are appropriately only found in the County's code. Certain aspects of pet ownership such as requiring that dogs be on a leash, however, are unique to each local government's jurisdiction. Currently, the city does not have a leash requirement, nor does it address issues such as pets roaming at large. This ordinance provides clarity that dogs need to be leashed and applies other typical regulations regarding pet ownership and responsibility are in effect within the city limits.

FIRST READ

J.3 C2023-025-PO24-568 approved by Resolution R2023-09-19

Jack Smith, City Engineer, spoke on the contract for Brockett Road Sidewalk Construction bid (ITB 2023-025) for the construction of sidewalk on the west side of Brockett Road from Lawrenceville Highway to Grantland Drive. The project will consist of a new 5' wide ADA compliant sidewalk with a 2' grass strip. Only one temporary construction easement was required for this project. Recommendation to award the bid to the low bidder, Construction 57 Inc, in the amount of \$131,550.

MOVER: C. Schroeder

SECONDER: N. Monferdini

Motion to approve contract C2023-025-PO24-568 by Resolution R2023-09-19 passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

J.4 Resolution R2023-09-20

Beverly Hilton, Finance Director, spoke on the proposed amendment to Fiscal Year 2024 Operating and Capital Budgets. The Operating and Capital Budgets for Fiscal Year 2024 were approved by the Mayor and Council on June 12, 2023, with Ordinance O2023-05-09. Since approval, there have been several developments that require a change in the appropriated totals in the general fund and the capital funds. The additional \$1,700,000 needed for the Fitzgerald Field projects will be a combination of existing SPLOST funds of \$377,280, use of existing contingency funds of \$322,720 in the Capital fund and a transfer of \$1,000,000 from Fund Balance in the General Fund to the Capital Fund for the total.

MOVER: F. Auman

SECONDER: C. Schroeder

Motion to approve Resolution R2023-09-20 for the FY24 Budget Amendment passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

J.5 Electric Franchise Agreement with City of Norcross

Ted Baggett, City Attorney, spoke on the Electric Franchise Agreement with City of Norcross. Norcross Power, the electric utility of the City of Norcross, provides electricity to two businesses within the city limits of Tucker. In order to treat Norcross similarly to other electric utilities operating within the city limits and to collect franchise fee revenues from them, a franchise agreement is necessary. The City of Tucker adopted a franchise ordinance back in July of 2021 applicable to the City of Norcross. Due to apparent miscommunication, the City of Norcross has not been paying the franchise fee. Legal counsel for the city reached out to legal counsel for the City of Norcross and negotiated a proposed franchise agreement which was adopted by the Norcross City Council on September 5, 2023. In the agreement, the City of Norcross agrees to the applicable fees dating back to the date of the adoption of Tucker's ordinance and to pay the applicable fees going forward.

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the Electric Franchise Agreement with the City of Norcross and Norcross Power passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K. MAYOR AND COUNCIL COMMENTS

The Mayor and Council thanked everyone for attending and remarked that we have fantastic staff.

L. EXECUTIVE SESSION

None

M. ACTION AFTER EXECUTIVE SESSION

None

N. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to adjourn meeting at 9:47 PM passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



MAYOR & CITY COUNCIL

WORK SESSION MINUTES

Monday, September 25, 2023, 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
Virginia Rece, Council Member District 1, Post 2
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

Members Absent: Alexis Weaver, Council Member District 3, Post 1

ZOOM Link: <https://us02web.zoom.us/j/89338334026>

A. CALL TO ORDER

Mayor Auman called the meeting to order at 7:02 PM.

B. ROLL CALL

The above were in attendance for a quorum.

Councilmember A. Weaver was absent. Motion by Councilmember N. Monferdini and A. Lerner to excuse her absence. Vote carried unanimously.

C. PLEDGE

D. MAYOR'S OPENING REMARKS

E. 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, V. Rece, N. Monferdini, and A. Lerner

ABSENT: (1): A. Weaver

APPROVED (6 to 0)

F. MONTHLY REPORTS

F.1 Report on August 2023 Interim Financial Statements

F.2 Report on Upcoming Agenda Items

G. BUSINESS

G.1 Presentation on Downtown Park Engineering and Final Design

Presentation by Barge Design Solutions on information for the final design and features, materials, and layout for the development of the downtown park. The downtown greenspace will be the center for future events and activities to help create family fun for the community in the downtown area.

G.2 Discussion on Financial Policy Updates

Finance Director Beverly Hilton spoke on the draft amendment to the Purchasing Policy includes minor changes to sections in the current edition. A section has been added for Federally Funded Procurements. This addition satisfies the Procurement Standards found in the Code of Federal Regulation. This amendment will put us into compliance in the event of a federal audit.

G.3 Discussion on North South Connectivity Study Next Steps

City Engineer Ken Hildebrandt spoke on the recommendations for the design and construction of projects recommended in the North South Connectivity Study. The study documented a total of 115 recommendations resulting in 35 projects. These range in magnitude from minor striping changes to significant intersection improvements.

Recommended Construction:

- Brockett Rd Sidewalk
- E Ponce de Leon Ave Sidewalk
- Fellowship Rd Safety Improvements
- Maintenance Needs
- Minor Striping and Pedestrian Improvements

Recommended Engineering Design:

- Idlewood Rd @ Fellowship Rd Roundabout
- Cooledge Rd / Northlake Pkwy @ Lawrenceville Hwy Improvements
- Brockett Rd @ Lawrenceville Hwy / Moon St Improvements
- Idlewood Rd @ Sarr Pkwy Roundabout
- Montreal Rd @ Lawrenceville Hwy

G.4 Discussion on FLOCK Security Cameras

Capital Projects Coordinator Micah Seibel spoke on the FLOCK Security Cameras and recommends the continuation and expansion of FLOCK license plate reader cameras throughout the City of Tucker. This includes renewing subscriptions for five cameras and installing ten new cameras. Locations for these cameras were selected in coordination with our DeKalb PD liaison and each location covers an important gateway or corridor.

New camera locations will be along Lawrenceville Highway, Main Street, Idlewood Rd, and Hugh Howell Rd. This technology is complemented by the new FUSUS technology put in place by DeKalb PD in their Community Camera Registry program. Investments in the FLOCK technology as well as community engagement with the FUSUS technology allow us to contribute to the solutions we want to see.

H. MAYOR AND COUNCIL COMMENTS

The Mayor and Council thanked everyone for attending and mentioned upcoming events.

I. EXECUTIVE SESSION

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to enter into Executive Session for the purpose of personnel, real estate and litigation at 8:16 PM.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

MOVER: N. Monferdini

SECONDER: R. Orlando

Motion to exit Executive Session and return to the meeting at 9:33 PM.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

J. ACTION AFTER EXECUTIVE SESSION

None

K. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to adjourn meeting at 9:34 PM passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



MEMO

To: Honorable Mayor and City Council Members
From: Beverly Hilton, Finance Director
CC: Tami Hanlin, City Manager
Date: October 10, 2023
RE: Memo for Updates to Financial Policies

Description for on the Agenda:

Consent approval for updates to select Financial Policies

Issue:

Review and discuss updates to Financial Policies.

Recommendation:

Approval of amended policies as presented.

Background:

Staff brought Financial Policies before the Mayor and Council in October 2020. These are administrative policies that are carried out by the City Manager. They do not require approval by ordinance or resolution.

Summary:

There are three Policies currently in place that require minor revisions:

The Fiscal Policy has been revised to include Stormwater Utility Fees and the Enterprise Fund.

The Accounting, Auditing and Reporting Policy has been revised to correct the name of our Annual Comprehensive Financial Report (ACFR)

The Capital Asset Policy has been revised to add infrastructure. This is required for the July 1 addition of Public Works.

Financial Impact:

Impact is procedural.

The Fiscal Policy is intended to assist the City and City staff in preparing the Budget and help communicate to residents and the public how the City Council's goals are being addressed and policies implemented.

OVERVIEW

The City develops and maintains a budget and financial forecast that serves as the plan by which the City Council sets financial policy. Through the annual budget, services are implemented. The budget provides the basis for the control of expenditures. For the City, direction for the budget emanates from many distinct sources. Federal and State legislation provide the basic legal requirements and timelines for the budget process. The City Council's vision, mission, goals, policies, and procedures provide additional direction and respond to the needs of the community.

BUDGET

PRINCIPLES FOR BUDGET PLANNING

The City provides a wide variety of services to the residents of the community. It is the responsibility of the City Council to adopt a budget and manage the available resources to best meet the service needs for the overall good of the community. To aid in planning for the allocation of resources to meet the good of the whole community, the City has set forth the following budget planning principles:

- 1) The City should maintain adequate reserve levels to ensure minimal loss of service to the community should there be unforeseen reductions in revenues or a catastrophic occurrence.
- 2) Support services provide the management, guidelines, and operational assistance to carry out the provision of primary and secondary services. Resources should be allocated to support services to support the level and quality of primary and secondary services expected and desired by the community.
- 3) Any adjustment to the existing budget shall consider the effect that such adjustment would have on future budget resources.
- 4) By statute, the budget must be balanced. Revenues must equal or exceed expenditures. Current operating revenue needs should be sufficient to support current operating expenditures.
- 5) Debt or bond financing will not be used to finance current operating expenditures.
- 6) Every effort will be made to maintain existing levels of services.
- 7) The City should strive to attain the lowest possible interest rates on debt to minimize the cost to taxpayers and users of City services.
- 8) Each fund will budget for and pay its proportion of shared costs and services.
- 9) In addition to its annual operating budget, the City will prepare five-year budget projections and an analysis of past financial trends to obtain a comprehensive picture of the impact of decisions involving the current year's budget or other financial plans.

BUDGET PREPARATION

The City operates under a fiscal year that begins on July 1st and ends June 30th. A proposed budget shall be prepared by the City Manager (or designee) with the participation of all the City's Department Directors. The City will cover current expenditures with current revenues. The City will strive to avoid budgetary procedures that cover current expenditures at the expense of meeting future years' expenditures, such as postponing expenditures or accruing future years' revenues.

- 1) The budget shall include four basic segments for review and evaluation.
These segments are:
 - a. Revenues
 - b. Personnel costs
 - c. Operations and maintenance cost
 - d. Capital and other (non-capital) project costs
- 2) Departments develop performance and expenditure requests for the next fiscal year.
- 3) During the months of March and April, the City Manager (or designee) reviews all departmental operations and budget requests to propose a recommended balanced budget.
- 4) Not later than the first day of the eleventh month of the fiscal year, the City Manager (or designee) submits to City Council a proposed operating budget for all operating funds. The operating budget includes recommended expenditures and the means for financing them.
- 5) Public hearings are held before making any final changes to the City Manager's (or designee's) recommended budget.
- 6) The annual budget is formally adopted by City Council before July 1st.

CHANGES TO ADOPTED BUDGET

Georgia Law, O.C.G.A. §36-81-3 establishes the legal level of budgetary control at the department level. Within the overall budget limitations, authority is delegated to the City Manager. When acting on the authority delegated by the City Manager to the Finance Director, intra-departmental transfers of appropriation and revenue anticipation may be approved as deemed necessary. The expenditures of City operating funds cannot exceed the budgeted appropriations for their respective fund. In certain cases, however, adopted budgets may be increased, decreased, or amounts transferred between funds with approval from the City Council.

LAPSED APPROPRIATIONS

All appropriations not spent or unencumbered at the end of the fiscal year lapse into the fund balance applicable to the specific fund, except for:

- a. **Capital Projects** - appropriations for capital projects which do not lapse until the project is completed and closed out; and
- b. **Grant Funds** - appropriations for federal or state grants which do not lapse until the expiration of the grant.

BUDGET REPORTING

Monthly financial reports will be prepared or made available by the Finance Director to enable the Department Directors to manage their budgets and to enable the Finance Director to monitor and control the budget as authorized by the City Manager. Summary financial and budgetary reports will be presented to the City Council monthly. Such reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.

BASIS OF BUDGETING

The City shall adopt budgets in conformity with Generally Accepted Accounting Principles for all budgeted funds. All governmental funds shall use the modified accrual basis of accounting and proprietary or enterprise funds shall use the accrual basis of accounting for budgeting purposes.

REVENUE

The City will try to maintain a diversified and stable revenue system to shelter it from unforeseeable short-run fluctuations in any one revenue source.

1. **Review and Projections.** The City reviews estimated revenue and fee schedules as part of the budget process. Major revenue sources in the general fund are occupational tax certificates, franchise fees, property tax, and building permits. Conservative revenue projections are made for the budget term. The City will project revenues for five years and will update the projections annually. The projections are monitored and updated, as necessary.
2. **Sources.**
 - a. **Occupational Tax Certificates:** A primary revenue source for the City is occupational tax certificates. The City will monitor changes each year during the renewal season as well as any other possible information that would impact this revenue. The changes anticipated will be reflected in the revenue projections.
 - b. **Franchise Fees:** Another large revenue source for the City is franchise fees. Franchise fees will be monitored throughout the fiscal year for any evidence of changes in monthly or quarterly submissions. Any changes that are experienced in the revenue flow will be incorporated into revenue projections.
 - c. **Property Tax:** The City will monitor the property tax by tracking the percentage that comes from real property growth and real property revaluation. Significant changes to these percentages will be reflected in revenue projections as an indicator of future economic activity.
 - d. **Building Permits:** The Finance Director will work with the Department Director over building permits to complete a projection for future permits. This projection will include a review of projects known within the City and estimate possible revenues for each project.
 - e. **One-Time Revenues:** From time to time, the City may realize one-time Revenues as they are presented; however, the use of these funds shall not be used for reoccurring expenses.
 - f. **Stormwater Utility Fees:** Fees assessed to commercial and residential parcels in the City connected to the amount of impervious surface to provide funds for Stormwater maintenance and operation of services. The amount of the fee charged is per Equivalent Residential Units (ERU) and is set by City Council in a resolution.

FINANCIAL STRUCTURE

The financial transactions of the City are budgeted and recorded in individual funds. A fund is an independent financial and accounting entity. It is a set of interrelated accounts used to record revenues and expenditures associated with a specific purpose.

GENERAL FUND

The General Fund is the largest and most diverse of the City's operating funds. It includes all resources not legally restricted to specific uses.

SPECIAL REVENUE FUND

Special Revenue Funds are used to account for the proceeds of revenue sources which are restricted by law or administrative action to expenditures for specified purposes.

CAPITAL PROJECTS FUND

Capital Project Funds are used to account for financial resources for the acquisition, renovation or construction of major capital facilities and improvements.

ENTERPRISE FUND

An Enterprise Fund is a self-supporting government fund that sells or provides goods and services to the public for a fee. It is operated in a manner similar to private business enterprise where the intent is for costs of services provided to be financed or recovered through user fees.

CAPITAL IMPROVEMENTS

The City will prepare a multi-year capital improvement plan which will be updated annually. This plan will assist in the planning, acquisition, and financing of capital projects. A major capital project generally is defined as an expenditure that has an expected useful life of more than three years with an estimated total cost of \$50,000 or more, or an improvement/addition to an existing capital asset. Examples include building/infrastructure construction, park improvements, streetscapes, computer systems, land acquisitions, heavy duty trucks. Major capital projects will be budgeted in the Capital Projects Fund consistent with all available resources. With the involvement of the responsible departments, the Finance Department will prepare the capital budget in conjunction with the operating budget.

The City will operate under the following capital improvement operating guidelines:

1. The City will identify estimated costs and funding sources for each capital project requested before it is submitted to the City Council;
2. All City capital improvements projects will be administered in accordance with all state and federal statutes.
3. All City capital improvements will be constructed and expenditures incurred for the purpose as approved by the City Council;
4. The City will use the most prudent funding source available at the time to fund capital projects.
5. Funding for operating and maintenance costs for approved capital projects must be identified at the time projects are approved.

FINANCIAL FORECASTING

Concurrent with its annual budget cycle, the City shall prepare a five-year financial forecast. The forecast will be based on the financial policies/procedures established by the City Council and City officials. The City has an important responsibility to its citizens to carefully account for public funds, to manage its finances wisely, and to plan for the adequate funding of those services desired by the public. Annual budgeting alone can fail to serve the long-term public interest if short-term priorities reduce resources that may be required to meet imminent needs that fall beyond the one-year budget scope. By identifying long-term issues and assessing resources, the five-year financial forecast provides the City Council and City staff with the necessary information to create continuity between annual budget cycles and to meet the long-term needs of the City.

The forecast's purpose is to provide the fullest picture of the City's financial future so that current policies and funding can continue to support high-quality service delivery and opportunities in the future. As such, the City shall strive as within its forecast to:

- a. Deliver quality services efficiently in an affordable, economical and cost-effective basis providing full value for each tax dollar.
- b. Maintain an adequate financial base to sustain a sufficient level of services, thereby preserving the quality of life for City residents.
- c. Have the ability to withstand local, regional, and State economic shocks, adjust to changes in the service requirements of our community, and respond to changes in priorities and funding as they affect the City's residents.

City financial policies and procedures shall provide the framework for financial planning and decision-making by the City Council and City staff. Within this framework, the City shall prepare estimates of revenues, operating and capital expenditures for every year of the five-year forecast. The revenue forecast will only include those revenues that are anticipated to be sustainable over the five-year period. Expenditure projections shall include anticipated operating impacts of the adopted capital improvement program. The forecast shall establish key assumptions underlying the projections and identify those variables which may cause the projections to change.



Accounting, Audits, and Financial Reporting Policy

The City shall maintain a system of financial monitoring, control, and reporting for all operations and funds to provide effective means of ensuring that overall City goals and objectives are met.

Accounting Records and Reporting

The City will maintain its accounting records in accordance with state and federal laws and regulations and in a manner to facilitate an efficient audit process. The City will report its financial condition and results of operations in accordance with state regulations and Generally Accepted Accounting Principles (GAAP) described in Governmental Accounting, Auditing, and Financial Reporting (GAAFR). The City's accounts shall be kept in such a manner as to show fully the financial conditions of the City.

The City will maintain a Chart of Accounts that complies with requirements of the State of Georgia and is in accordance with generally accepted accounting principles.

Auditing

An independent audit firm will annually perform the City's financial audit. The audit firm must hold an active Georgia CPA firm license. The auditor's opinion will be included in the City's Annual Comprehensive Financial Report. A copy of the audit will be sent to the State Auditor who will respond with comments regarding compliance. Results of the annual audit shall be provided to the City Council in a timely manner. Additionally, the completed Comprehensive Annual Financial Report will be filed with the Carl Vinson Institute's TED website for local government Financial Documents by December 31st of each year.

Simplified Fund Structure

The City will attempt to minimize the number of funds. Funds will be categorized in accordance with generally accepted accounting principles (GAAP) for reporting purposes.

Financial Reporting

As a part of the audit, the auditor shall assist with the preparation of the required Annual Comprehensive Financial Report (ACFR). The ACFR shall be prepared in accordance with generally accepted accounting principles. The ACFR will be presented in a way to communicate effectively with citizens about the financial affairs of the City. The ACFR shall be made available to the elected officials, creditors, and citizens.

Internal financial reports will be prepared that are sufficient to plan, monitor, and control the City's financial affairs. Monthly accounting reports are meant to transmit information regarding the financial situation of the City. These regular reports are made available to the City Council, City Manager, Department Heads, and other staff as necessary.

The primary purpose of the policy is to provide for consistent and uniform accounting of capital asset transactions throughout the City; to establish guidelines for physical control and accountability of capital assets; and to set guidelines for disposal and depreciation of capital assets.

Capital Asset Criteria

A capital asset is defined as a financial resource meeting all the following criteria:

1. It is tangible in nature.
2. It has a useful life of greater than one year.
3. It is not a repair part or supply item.
4. It has a value equal to, or greater than, the capitalization threshold of \$5,000 (non-infrastructure).
5. Infrastructure with a value equal to, or greater than, the capitalization threshold of \$25,000.

Capital assets may be acquired through donation, purchase, capital lease or self-constructed. Each Department Head is ultimately responsible for ensuring the proper recording, acquisition, transfer, and disposal of all assets within their Department after providing proper documentation to the Finance Director.

Capital assets purchased, including capital outlay costs, are recorded as expenditures in the fund financial statements at the time of purchase. On the City-wide financial statements, all purchased capital assets are valued at cost where historical records are available and at estimated historical cost based on appraisals or deflated current replacement cost where no historical records exist. Costs for self-constructed assets may include legal and title fees, closing costs, fees, land costs, demolition costs, relocation costs, architect and accounting fees, and insurance premiums and interest costs during construction. Donated capital assets are recorded at the estimated acquisition value at the date of donation as determined by the Department Head.

Recording

The City will recognize acquisition costs based on individual unit prices. Assets should not be grouped, if possible, when recording the value of the asset. For equipment purchases, title is considered to pass at the date the equipment is received. Similarly, for donated assets, title is considered to pass when the asset is available for the agency's use and when the agency assumes responsibility for maintaining the asset.

Constructed assets are transferred from the construction in progress account to the related building, improvements other than buildings, equipment, or infrastructure accounts when they become operations. Constructed buildings, for example, are assumed to be operational when an authorization to occupy the building is issued, regardless of whether final payments have been made on all the construction contracts. Infrastructure becomes operational when the project is reported complete by the project manager and final payment is made to determine final cost.

Transfer of Fixed Assets

An asset transfer between departments usually represents the sale of an item by one department to another and may be treated as a new purchase. A transfer between related departments under the same control may, if desired, be treated as a transfer rather than sale. The asset would be recorded under the new Department with original date and funding amount. This information should be sent to the Finance Director no later than the next business day after the transfer occurred.

Depreciation

Capital assets are depreciated using the straight-line method over the following useful lives:

<u>Category</u>	<u>Useful Life</u>
Buildings	15 years
Vehicles	7 years
Equipment	5-10 years
Leasehold Improvements	7-10 years
Infrastructure	20-25 years

Sale of Capital Assets

The sale of a capital asset must be to the highest, responsible bidder and must be conducted by sealed bid or by auction. The sale must be approved and publicized in accordance with State law.

Disposal of Assets

Disposal of assets are deleted at depreciated recorded cost. The cost of normal maintenance and repairs that do not add to the value of assets or materially extend the useful lives of the assets is not capitalized. Depreciation is computed using the straight-line method. Depreciation is calculated based on the month the asset is placed into service or substantially completed. Depreciation expense is used to allocate the actual or estimated historical cost of all capital assets over estimated useful lives.

A disposal action is appropriate when certain conditions occur resulting in an asset no longer being in the possession of the City. Assets no longer in use which remain in the possession of the department are considered surplus property and not a disposal.

Capital assets may be disposed of in any one of six ways:

1. Sale or trade-in;
2. Abandonment/retirement;
3. Lost or stolen;
4. Transfer;
5. Cannibalization (taking parts for other uses); and,
6. Casualty loss

Only when the asset is no longer in possession of the City, due to one of the reasons above, is disposal action appropriate.

Assets are “abandoned” or “retired” when there is no longer any use for them in the Department, they are of no use to any other City department, or they cannot be repaired, transferred, cannibalized, sold or traded in. Stolen items must be reported to the Police Department and a report filed. A copy of this report must accompany the disposal record. Casualty losses must be documented within 24 hours of loss and reported to the City Manager immediately. Departmental management is responsible for reviewing disposal reports, evaluating causes and trends leading to disposals, and effectively managing and controlling disposals in which they are responsible.

Impairment of Assets

GASB Statement 42 establishes accounting and financial reporting standards for a capital asset that has experienced a significant unexpected decline in its service utility. The City shall evaluate annually prominent events or changes in circumstances affecting assets to determine whether an impairment of a capital asset has occurred. To meet the impairment, test a decline in service utility must be both significant and unexpected.

Inventory of Capital Assets

An inventory of capital assets will be conducted under the supervision of the Finance Director annually and reported in the ACFR. Departments will be responsible for accurately reporting their asset information to Finance during the annual process.



MEMO

To: Honorable Mayor and City Council Members
From: Bonnie Warne, City Clerk
CC: Tami Hanlin, City Manager
Date: October 10, 2023
RE: Memo for Resolution to Adopt 2024 Calendar

Description for on the Agenda:

Resolution R2023-10-21 to Adopt 2024 Calendar

Issue:

Per the City Charter, the Mayor and Council are required to adopt a meeting calendar for the upcoming year. (See: ARTICLE III. - CALENDAR, MEETINGS AND PUBLIC HEARINGS; RULES AND PROCEDURE). Due to the advertising and publishing requirements for land use cases, it is important we adopt this calendar well in advance. This adoption requires a decision on which days city operations will be closed in observance of holidays throughout the year.

Recommendation:

Review of the 2024 holiday schedule and calendar of meetings

Background:

It was determined that the Federal schedule was the best fit for Tucker, and adding the day after Thanksgiving and Christmas Eve, which has been observed by the city since 2016, plus a floating holiday.

Summary:

The attached meeting and holiday closure calendar is based on the Federal holiday closure schedule, with the day after Thanksgiving and Christmas Eve plus a floating holiday to observe any religious holidays.

The meeting calendar is set as (schedule may alter for holidays):

City Council Meetings on the 2nd and 4th Mondays of the month

DDA Meetings on the 1st Monday of the month

Zoning Board of Appeals on the 1st Tuesday of the month

Planning Commission on the 3rd Thursday of the month

Financial Impact: None

A RESOLUTION TO ADOPT THE CITY OF TUCKER OFFICIAL 2024 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 2024 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 2024 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, 2023, the attached 2024 calendar is approved, and City Hall will be closed to the operations of business on the scheduled holidays. The attached Exhibit A calendar for 2024 shall be effective upon its adoption;

SO RESOLVED, this the 10th day of October, 2023.

APPROVED:

Frank Auman, Mayor

ATTEST:

Bonnie Warne, City Clerk

(seal)

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MEMO

To: Honorable Mayor and City Council Members
From: Lolita Brown, Human Resources Director
CC: Tami Hanlin, City Manager
Date: October 3, 2023
RE: Memo for Year 2024 Benefits Renewal

Description for on the Agenda:

Presentation

Tommy Hayes, Account Manager
MSI Benefits Group, Inc

Issue: N/A

Recommendation:

N/A

Background:

The Health Insurance and related benefits have a calendar year effective date and must be renewed annually by the City Manager.

Summary: MSI Benefits Group, Inc will provide health insurance solutions that will support and optimize the operating principles of the city. The City will renew contracts with the current providers GMA Anthem Medical, GMA Aetna Prescription, GMA Delta Dental, and GMA Anthem Vision. The premium cost share towards medical (all coverage tiers) will remain the same with the city absorbing 85%. The premium cost share is considered a benefit of employment that is attractive for retention and recruitment purposes. MSI Benefits Group will continue to improve the city's healthcare services including communications to staff about opportunities such as Open Enrollment, Technology, and Compliance.

Financial Impact: The GMA Anthem Medical renewal has an increase of 3.4% compared to competitive proposals



MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: Tami Hanlin, City Manager
Date: October 2, 2023
RE: Memo for Text Amendment – Comp Plan Related Changes

Description for on the Agenda:

Second Read and Public Hearing of consideration of amendments to the City of Tucker City Code, Chapter 46, including changes to Comprehensive Plan references.

Issue:

The Zoning Ordinance needs to be updated after the adoption of the 2023 Tucker Tomorrow Comprehensive Plan.

Recommendation:

Staff recommends approval of TA-23-0004.
Planning Commission recommends approval of TA-23-0004.

Background:

City Council adopted the 2023 Tucker Tomorrow Comprehensive Plan on June 26, 2023. The approval included converting the Regional Center Character Area to Town Center, as well several other smaller character area map changes. These changes require the city to make updates to the Comprehensive Plan references in the Zoning Ordinance, specifically Article I, Division 2. – Relationship to Comprehensive Plan. In preparing the text amendment, staff noticed several inconsistencies that we're proposing to remedy.

Summary:

Summary of Proposed Article 1 Changes:

- Replacing "Regional Center" with "Town Center."
- Table 1.2 outlines which zoning districts are permitted in each character area. Staff realized that HR-2, HR-3, MU-4, and MU-5 are not listed as allowable zoning districts in any of the character areas, which essentially means they would not be permitted anywhere. There are also no parcels within the city with these zoning designations. The comp plan directs all density to Northlake and Downtown, which both have special zoning

districts. Therefore, staff is proposing removing HR-2, HR-3, and MU-5 throughout the zoning ordinance. This aligns with density allotments throughout the city as HR-2 and MU-5 allows for up to 40 units per acre and HR-3 allows for up to 60 units per acre. Staff is proposing adding MU-4 to Table 1.2 in the Medical Area column as it's density (up to 24 units per acre) is consistent with other developments in the city and supports the objectives in the Comprehensive Plan.

Summary of Proposed Article 2 Changes:

- Replacing “regional center” with “town center.”
- Removing “downtown” from various zoning districts since only DT-1, DT-2, and DT-3 are permitted in “downtown.”
- Remove “regional activity center” from various zoning districts since only NL-1, NL-2, NL-3, and NL-4 are permitted in what is now “town center.”
- Remove HR-2, HR-3, and MU-5.
- Removed inconsistencies with other classifications.
- Removed conflicting language from C-1 and C-2.

Summary of Proposed Article 3 Changes:

- Added check marks to reflect existing supplemental uses for variance line items. The check mark indicates when there are additional requirements for the use so it's important that the check mark column is accurate.

Summary of Proposed Article 4 Changes:

- Removed HR-2, HR-3, and MU-5.
- Added check marks to reflect existing supplemental uses for variance line items. The check mark indicates when there are additional requirements for a use so it's important that the check mark column is accurate.
- Corrected a typo in wireless communications.

Summary of Proposed Article 5 Changes:

- Removed reference to MU-5, town center, regional center in Sec. 46-1277 regarding building spacing requirements.

Summary of Proposed Article 7 Changes:

- Removed reference to HR-2, HR-3, and MU-5 in Sec. 46-1699.

Summary of Proposed Article 9 Changes:

- Removed reference to MU-5 in definition of *mixed-use zoning districts*.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF TUCKER, GEORGIA, FOR THE PURPOSE OF AMENDING THE CITY OF TUCKER CODE CHAPTER 46 ZONING (ARTICLES 1, 2, 3, 4, 5, 7, and 9) REGARDING AMENDMENTS TO COMPREHENSIVE PLAN REFERENCES; THE REMOVAL OF THE HR-2, HR-3, AND MU-5 ZONING DISTRICTS; THE ADDITION OF CHECK MARKS IN USE TABLES TO SIGNAL SUPPLEMENTAL REGULATIONS; AND OTHER MINOR CHANGES.

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 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 desires to amend regulations to keep them current and easy to understand; and

WHEREAS, notice to the public regarding said text amendment has been duly published in The Champion, the Official News Organ of Tucker; and

WHEREAS, a Public Meeting was held by the Mayor and City Council of Tucker on September 11, 2023 and October 10, 2023; and

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

WHEREAS, the Mayor and City Council desires to update references to the Comprehensive Plan based on the 2023 Tucker Tomorrow Comprehensive Plan Update that was adopted in June of 2023, including replacing Regional Center with Town Center throughout the code, including Sec. 46-42 and Sec. 46- 45, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to update zoning classifications listed in Table 1.2 in Sec. 46-45, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Table 2.1 in Sec, 46-64 to remove HR-2, HR-3, and MU-5, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to update Table 2.3 in Sec. 46-334 to remove references to Downtown, Regional Activity Center, HR-2 and HR-3, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to amend Table 2.4 in Sec. 46-335 to remove the column for HR-2 and HR-3, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to strike the reference to downtown and regional activity center character areas in Sec. 46-415 (5), as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to remove text in Division 16 (HR-2) and reserve the sections for future use, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to remove text in Division 17 (HR-3) and reserve the sections for future use, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to strike reference to MU-5 in Sec. 46-535, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to update Table 2.16 in Sec. 46-536 to remove references to Downtown, Regional Activity Center, Institutional, and MU-5, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to amend Table 2.17 in Sec. 46-537 to remove the references to MU-5 dimensional requirements, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to strike the reference to downtown, regional activity center, and institutional in Sec. 46-570, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to remove text in Division 23 (MU-5) and reserve the sections for future use, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to strike the reference to downtown and regional activity center and add a reference to institutional in Sec. 46-733(2), as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to strike Sec. 46-758(2) and reserve the section, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to strike Sec. 46-791(3) and reserve the section, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Table 3.1 in Sec. 46-985 to update the check marks in the far right column that identify when supplemental regulations exist, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Table 3.9 in Sec. 46-1035 to update the check marks in the far right column that identify when supplemental regulations exist, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to amend Table 4.1 in Sec. 46-1125 to update the check marks in the far right column that identify when supplemental regulations exist and correct a spelling error in wireless communications (small cell structure), as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to strike reference to MU-5 and town or regional center in Sec. 46-1277 (b) (2), as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to strike reference to HR-2, HR-3, and MU-5 in Sec. 46-1699, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council desires to strike reference MU-5 in the definition of *mixed-use zoning districts* in Sec. 46-1775, as shown in Exhibit A; and

NOW THEREFORE, the Mayor and City Council of the City of Tucker while in Regular Session on October 10, 2023, hereby ordains and approves the amendments of Chapter 46 as shown in Exhibit A, which is attached to this ordinance.

So effective this 10th day of October 2023.

Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL

TA-23-0004		
Article	Code Section	Change
1	Sec. 46-42	Change "Regional activity center" to "Town center."
	Sec. 46-45	Update Table 1.2. Character Areas and Permitted Zoning Districts to change "Regional Activity Center" to "Town Center."
	Sec. 46-45	Update Table 1.2 to add MU-4 to Medical Area; add LH-4 to Light Industrial; remove OD from Commercial Redevelopment Corridor; add LH-1, LH-2, and LH-3 to Commercial Redevelopment Corridor.
2	Sec. 46-64	Update Table 2.1. Zoning Districts Established to strike HR-2 (High Density Residential 2), HR-3 (High Density Residential 3), and MU-5 (Mixed Use Very High Density) zoning districts.
	Sec. 46-334	Update Table 2.3. Summary of Density Ranges for Medium and High Density Residential Zoning Districts to align the eligible character areas column with the recently adopted 2023 Comprehensive Plan. HR-2 and HR-3 zoning districts are struck from the table.
	Sec. 46-335	Update Table 2.4. Medium and High Density Residential Zoning Districts Dimensional Requirements to strike HR-2 and HR-3 column.
	Sec. 46-415	Strike references to downtown and regional activity center character areas.
	Sec. 46-472 thru 476	Strike HR-2 zoning district. Reserve code sections 46-472 thru 46-507.
	Sec. 46-508 thru 512	Strike HR-3 zoning district. Reserve code sections 46-508 thru 46-534.
	Sec. 46-535	Strike MU-5 from purpose and intent section.
	Sec. 46-536	Update Table 2.16. Summary of Mixed-Use Zoning District Densities to align the eligible character areas column with the recently adopted 2023 Comprehensive Plan. MU-5 zoning district is struck from the table.
	Sec. 46-537	Update Table 2.17. Mixed-Use Zoning Districts Dimensional Requirements to strike MU-5 column.
	Sec. 46-570	Strike references to downtown, regional activity center, and institutional character areas.
	Sec. 46-679	Strike MU-5 zoning district. Reserve code sections 46-679 thru 46-701.
	Sec. 46-733	Strike references to downtown and regional activity center character areas. Add reference to institutional character area.
	Sec. 46-758	Strike and reserve subsection (2).
	Sec. 46-791	Strike and reserve subsection (3).
3	Sec. 46-985	Update Table 3.1 (Downtown) to add a check mark to reflect existing supplemental regulations for special event facility and farmer's market permanent.
	Sec. 46-1035	Update Table 3.9 (Northlake) to add a check mark to reflect existing supplemental regulations for special event facility, convenience store, and farmer's market permanent.
4	Sec. 46-1125	Update Table 4.1. Use Table to strike HR-2, HR-3, and MU-5 zoning districts.
	Sec. 46-1125	Update Table 4.1 to add a check mark to reflect existing supplemental regulations for special event facility, drive-through facilities (other than restaurants), outdoor display, and pawn shop/title loan.
	Sec. 46-1125	Corrected a spelling error in "wireless communications (small cell structure)."
5	Sec. 46-1277	Strike references to MU-5 zoning district; town and regional center character areas.
7	Sec. 46-1699	Removed reference to HR-2, HR-3, and MU-5.
9	Sec. 46-1775	Removed MU-5 from definition of mixed-use zoning districts.

ARTICLE I. IN GENERAL

Sec. 46-42. Relationship to comprehensive plan.

The comprehensive plan is hereby established as the official policy of the city concerning designated land uses and development types, under which the incorporated areas of the city are divided into the following categories referred to as character areas:

- (1) Suburban.
- (2) Neighborhood center.
- (3) Downtown.
- (4) ~~Regional activity center.~~ Town center.
- (5) Light industrial.
- (6) Institutional.
- (7) Conservation and open space.
- (8) Commercial redevelopment corridor.
- (9) Medical area.

(Ord. No. 2016-06-07, att. (1.2.1), 7-11-2016; Ord. No. 2018-12-40, 1-14-2019)

Sec. 46-45. Relationship between supplemental plans and zoning districts.

- (a) Supplemental plans of the comprehensive plan references all supplemental plans that focus on areas, situations, or issues of importance to the city. These plans include, but not limited to, redevelopment plans, neighborhood plans, county wide plans, corridor plans, or plans for conservation management. Where the city council has adopted a supplemental plan's policies and development standards, these policies and development standards will serve as specific guidelines to support the existing future development plan and character area policies.
- (b) The zoning districts identified on the chart are the districts commonly associated with the character area designations listed in the header column. The identified zoning districts may be consistent with the comprehensive plan when selected for a site having the land use designation shown on the chart and when the zoning district and proposed development is also consistent with the goals, objectives and policies of the plan.

Table 1.2. Character Areas and Permitted Zoning Districts

<i>Suburban</i>	<i>Neighborhood Center</i>	<i>Downtown</i>	<i>Regional Activity Town Center</i>	<i>Medical Area</i>	<i>Institutional</i>	<i>Light Industrial</i>	<i>Commercial Redevelopment Corridor</i>
RE	OI	DT-1	NL-1	RSM	R-100	C-2	RSM
RLG	OIT	DT-2	NL-2	MR-1	R-85	OD	MR-1
R-100	NS	DT-3	NL-3	MR-2	R-75	OI	MR-2
R-85	C-1		NL-4	HR-1	R-60	M	MU-1
R-75				MU-1	RE	M-2	MU-2
R-60				MU-2	NS		MU-3

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RNC				MU-3	C-1	LH-4	NS
MHP				OI	C-2		C-1
RSM*				OIT	M		OI
				C-1	OI		OD
				C-2	OIT		OIT
				M			LH-1
				MU-4			LH-2
							LH-3

*See suburban character area in Tucker Tomorrow Comprehensive Plan.

(Ord. No. 2016-06-07, att. (1.2.4), 7-11-2016; Ord. No. 2018-12-40, 1-14-2019; Ord. No. O2019-04-15, exh. A(1.2.4), 6-26-2019)

ARTICLE II. DISTRICT REGULATIONS

DIVISION 1. GENERALLY

Sec. 46-64. Districts established.

The city establishes the following zoning districts listed in table 2.1, which apply to property as illustrated on the official zoning map. See article III of this chapter for special and overlay districts.

Table 2.1. Zoning Districts Established	
District Name	District Type
Residential Single-Family Districts	
RE	Residential Estate
RLG	Residential Large Lot
R-100	Residential Medium Lot-100
R-85	Residential Medium Lot-85
R-75	Residential Medium Lot-75
R-60	Residential Small Lot
MHP	Mobile Home Park
RNC	Neighborhood Conservation
Medium and High Density Residential Districts	
RSM	Small Lot Residential Mix
MR-1	Medium Density Residential-1
MR-2	Medium Density Residential-2
HR-1	High Density Residential-1
HR-2	High Density Residential-2
HR-3	High Density Residential-3
Mixed-Use Districts	
MU-1	Mixed-Use Low Density
MU-2	Mixed-Use Low-Medium Density
MU-3	Mixed-Use Medium Density
MU-4	Mixed-Use High Density
MU-5	Mixed-Use Very High Density
Nonresidential Districts	
NS	Neighborhood Shopping
C-1	Local Commercial
C-2	General Commercial
OD	Office-Distribution
OI	Office-Institutional
OIT	Office-Institutional-Transitional

M	Light Industrial
M-2	Heavy Industrial

(Ord. No. 2016-06-07, att. (2.1.1), 7-11-2016; Ord. No. O2019-04-15, exh. A(2.1.1), 6-26-2019)

Sec. 46-65. Prior district classifications and conversion.

The zoning district classifications established prior to the effective date of the ordinance from which this chapter is derived that are no longer active shall be treated as classifications as shown in table 1.1.

(Ord. No. 2016-06-07, att. (2.1.2), 7-11-2016)

Sec. 46-66. Additional regulations.

Additional regulations for a variety of development and building types can be found in article IV (use regulations), article V (site development regulations), and article VI (parking) of this chapter. Street type classifications for front setback requirements are set forth in section 22-273.

(Ord. No. 2016-06-07, att. (2.1.3), 7-11-2016)

Sec. 46-67. Appropriate zoning districts for character area designations.

The zoning districts compatible with and acceptable within the character areas set forth in the comprehensive plan are established in section 46-44 and table 1.2.

(Ord. No. 2016-06-07, att. (2.1.4), 7-11-2016)

Sec. 46-68. Permitted uses.

Permitted principal and accessory uses by zoning district, and whether a use is allowed by right or only with special approval, are set forth in table 4.1. Table 4.1 also provides additional notation where supplemental regulations, also found in article IV of this chapter, may apply. Article III of this chapter, overlay district regulations, outlines additional uses that are allowed by right or only with special approval.

(Ord. No. 2016-06-07, att. (2.1.5), 7-11-2016; Ord. No. 2016-07-16, att. (2.1.5), 9-1-2016)

Secs. 46-69—46-94. Reserved.

***DIVISION 11. MEDIUM AND HIGH DENSITY RESIDENTIAL ZONING DISTRICTS:
DIMENSIONAL REQUIREMENTS***

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)

Sec. 46-335. Dimensional requirements.

Dimensional requirements, including overall site requirements, individual lot dimensions, setbacks, and heights for medium and high density residential zoning districts, are provided in table 2.4, medium and high density residential zoning districts dimensional requirements. In addition, compatibility and transitional buffers as defined and required in article V of this chapter may apply.

Table 2.4. Medium and High Density Residential Zoning Districts Dimensional Requirements

<i>Elements</i>	<i>RSM</i>	<i>MR-1</i>	<i>MR-2</i>	<i>HR-1</i>	<i>HR-2 and HR-3</i>
Overall Site Requirements (minimum, unless otherwise specified)					
Dwelling Units Per Acre****	4-6	8	12	24	HR-2: 40 HR-3: 60
Open Space Required (minimum %)*	20%	20%	15%	15%	15%
Transitional Buffers (feet)	See article V of this chapter				
Lot Requirements (minimum, unless specified)					
Single-Family Detached Conventional (SFD)**					
Lot Area (square feet)	6,000/2,000 cottage	5,000/2,000 cottage	5,000/2,000 cottage	Not Permitted	Not Permitted

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Lot Width, Street Frontage (feet)	60/20 cottage	50/20 cottage	50/20 cottage	Not Permitted	Not Permitted
Lot Coverage (maximum % per lot)	50	60	65	Not Permitted	Not Permitted
Single-Family Attached (SFA/Townhomes)					
Lot Area (square feet)	1,000	1,000	1,000	1,000	1,000
Unit Width (feet)	24	24	20	20	20
Lot Coverage (maximum % per lot or total parcel acreage)	70	80	85	85	85
Two/Three Family (TTF)					
Lot Area (square feet)	Not Permitted	4,000	4,000	Not Permitted	Not Permitted
Lot Width (feet)	Not Permitted	55	50	Not Permitted	Not Permitted
Lot Coverage (maximum % per lot or total parcel acreage)	Not Permitted	55%	55%	Not Permitted	Not Permitted
Multifamily (MF) and Mixed-Use (MU)					
Lot Width, Street Frontage (feet)	Not Permitted	100	100	100	100
Lot Coverage (maximum % of total parcel acreage)	Not Permitted	65%	75%	85%	85%
Building Setbacks: SF and SFA/Townhomes for Individual Internal Lots; MF, SFA, MU for Overall Site****					
Front Thoroughfares and Arterials (min. and max. feet)	All: min. 20, max. 30	SFD: min. 15, max. 25 Other: 10-20	All: min. 10, max 20	All: min. 10, max 20	All: min. 10, max. 20

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Front—all other streets (min. feet)	20	0—Determined only by utility placement, ROW, and streets cape (article V of this chapter)			
Front with alley access (min. feet)	10	SFD and TTF: 10; SFA and MF: 5	SFD and TTF: 10; SFA and MF: 5	5	5
Side—interior lot (feet)****	SFD and TTF: 6 feet; SFA: N/A; MF and MU: N/A				
Side—corner lot on public street (feet)	Same as front setback (see also article V of this chapter, Corner Lot)				
Rear without alley (feet)	SFD: 20; SFA: 1	SFD: 20; SFA: 15; MF and MU: 20; MF: 20; CM/OF/MU: 15 (see also transitional buffers, article V of this chapter)			
Rear with alley (feet)	10	10	10	10	10
Unit Size, Heated Living Area (square feet, minimum)					
Single-Family Detached (SFD)—Conventional	1,200	1,200	1,000	Not Permitted	Not Permitted
Single-Family Detached (SFD)—Cottage	800	800	800	Not Permitted	Not Permitted
Single-Family Attached (SFA)***	1,200	1,200	1,000	1,000	Not Permitted
Two/Three Family (TTF)	N/A	1,000	1,000	1,000	Not Permitted
Multifamily (MF)***	Not Permitted for New Developments	650	650	650	650
Height (maximum and whichever is less when indicated as stories or feet)					
Single-Family Detached (SFD) Except Res. Infill Overlays = 28 feet	35 feet	35 feet	35 feet	Not Permitted	Not Permitted
Single-Family Attached (SFA)	3 stories or 45 feet	3 stories or 45 feet	3 stories or 45 feet	Not Permitted	Tables 2.13 and 2.15
Two/Three Family (TTF)	N/A	35 feet	3 stories or 45 feet	Not Permitted	Not Permitted
Multifamily (MF)	N/A	4 stories or 60 feet	Table 2.9	Tables 2.13 and 2.15	Tables 2.13 and 2.15

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Mixed-Use (MU)	N/A	4 stories or 60 feet	Table 2.9	Table 2.11	Tables 2.13 and 2.15
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Key:

Housing types: SFD: Single-Family Detached, SFA: Single-Family Attached, TTF: Two/Three Family, MF: Multifamily, MU: Mixed-Use.

*Open space requirement shall apply to new subdivisions if project is >5 acres or ≥36 units (see chapter 22). See article V of this chapter for enhanced open space requirements.

**Where two numbers are indicated, the first number is the standard and the second number applies only to housing type that is indicated, e.g., cottage or townhome.

***See article V of this chapter for building separation and minimum multifamily unit size details

****Requires a special land use permit if requesting more than 24 multifamily dwellings per acre.

(Ord. No. 2016-06-07, att. (2.11.2), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.11.2), 4-9-2018; Ord. No. 2018-12-40, 1-14-2019; Ord. No. O2020-03-07 , exh. A, 3-23-2020)

Secs. 46-336—46-358. Reserved.

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.

DIVISION 13. MR-1 (MEDIUM DENSITY RESIDENTIAL-1) DISTRICT

Sec. 46-389. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the MR-1 (Medium Density Residential-1) District is as follows:

- (1) To encourage primarily residential, planned developments that allow accessory retail, office, institutional, and civic uses;
- (2) To provide for residential neighborhoods with a mix of single-family and multifamily housing types that maintain harmony of scale, intensity, and design with surrounding development;
- (3) To provide for connectivity of streets and communities and reduce the dependence on automobile use by increasing the ease of and opportunity for alternative modes of travel;
- (4) To implement the future development map of the city's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.13.1), 7-11-2016)

Sec. 46-390. 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. (2.13.2), 7-11-2016)

Sec. 46-391. Dimensional requirements.

Dimensional requirements for the MR-1 (Medium Density Residential-1) District shall be as provided in table 2.4, medium and high density residential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.13.3), 7-11-2016)

Sec. 46-392. 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. (2.13.4), 7-11-2016)

Secs. 46-393—46-414. Reserved.

DIVISION 14. MR-2 (MEDIUM DENSITY RESIDENTIAL-2) DISTRICT

Sec. 46-415. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the MR-2 (Medium Density Residential-2) District is as follows:

- (1) To encourage primarily residential, planned developments that allow accessory retail, office, institutional, and civic uses;
- (2) To provide for residential neighborhoods with a mix of single-family and multifamily housing types that maintain harmony of scale, intensity, and design with surrounding development;
- (3) To provide for connectivity of streets and communities and reduce the dependence on automobile uses by increasing the ease of movement and opportunities for alternative modes of travel;
- (4) To implement the future development map of the city's most current comprehensive plan;
- (5) To provide districts that allow appropriate development transitions within the edges and transitional areas ~~of the downtown and regional activity center character areas.~~

(Ord. No. 2016-06-07, att. (2.14.1), 7-11-2016; Ord. No. 2018-12-40, 1-14-2019)

Sec. 46-416. 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 exist supplemental use regulations for that use specified in article IV of this chapter, such regulations shall also apply.

(Ord. No. 2016-06-07, att. (2.14.2), 7-11-2016)

Sec. 46-417. Dimensional requirements.

Dimensional requirements for the MR-2 (Medium Density Residential-2) District shall be as provided in table 2.4, "medium and high density residential zoning districts dimensional requirements."

(Ord. No. 2016-06-07, att. (2.14.3), 7-11-2016)

Sec. 46-418. 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. (2.14.4), 7-11-2016)

Sec. 46-419. Building heights.

Maximum building heights shall meet character area intent by compliance with the transitional height and buffer standards of article V of this chapter as well as proportional relationship of density to height as established in table 2.9.

Table 2.9. MR-2 Building Height

<i>Density up to 12 dwelling units per gross acre</i>	
<i>Building Use</i>	<i>Base Max. Height</i>
Single-family attached	3 stories or 45 feet*
Multifamily	2 stories or 35 feet*
With accessory non-res.	3 stories or 45 feet*

*Whichever is less.

(Ord. No. 2016-06-07, att. (2.14.6), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.14.6), 4-9-2018)

Secs. 46-420—46-438. Reserved.***DIVISION 15. HR-1 (HIGH DENSITY RESIDENTIAL-1) DISTRICT*****Sec. 46-439. Statement of purpose and intent.**

The purpose and intent of the mayor and city council in establishing the HR-1 (High Density Residential-1) District regulations is as follows:

- (1) To encourage primarily residential, urban-scaled developments that allow accessory retail, office, institutional, and civic uses;
- (2) To provide for high density, low-rise residential neighborhoods with a mix of single-family and multifamily housing types that maintain harmony of scale, intensity, and design with surrounding development;
- (3) To provide for connectivity of streets and communities and reduce the dependence on automobile use by increasing the ease of movement and opportunities for alternative modes of travel;
- (4) To implement the future development map of the city's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.15.1), 7-11-2016)

Sec. 46-440. 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. (2.15.2), 7-11-2016)

Sec. 46-441. Dimensional requirements.

Dimensional requirements for the HR-1 (High Density Residential-1) District shall be as provided in table 2.4, medium and high density residential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.15.3), 7-11-2016)

Sec. 46-442. 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. (2.15.4), 7-11-2016)

Sec. 46-443. Building heights.

Maximum building heights shall meet character area intent by compliance with the transitional height and buffer standards of article V of this chapter as well as proportional relationship of density to height as regulated by table 2.11.

Table 2.11. HR-1 Building Height

<i>Density up to 24 Dwelling Units per Gross Acre</i>	
<i>Building Use</i>	<i>Base Max. Height</i>
Single-family attached	3 stories or 45 feet*
Multifamily	3 stories or 45 feet*
With accessory non-res.	4 stories or 60 feet*

*Whichever is less

(Ord. No. 2016-06-07, att. (2.15.6), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.15.6), 4-9-2018)

Secs. 46-444—46-471. Reserved.

DIVISION 16. ~~HR-2 (HIGH DENSITY RESIDENTIAL-2) DISTRICT~~Reserved.

~~Sec. 46-472. Statement of purpose and intent.~~

~~The purpose and intent of the mayor and city council in establishing the HR-2 (High Density Residential-2) District regulations is as follows:~~

- ~~(1) To encourage primarily residential, urban-scaled developments that allow accessory retail, office, institutional, and civic uses;~~
- ~~(2) To provide for high-density, mid-rise residential neighborhoods with a mix of single-family and multifamily housing types that maintain harmony of scale, intensity, and design with surrounding development;~~

~~(3) To provide for connectivity of streets and communities and reduce the dependence on automobile use by increasing the ease of movement and opportunities for alternative modes of travel;~~

~~(4) To implement the future development map of the city's most current comprehensive plan.~~

~~(Ord. No. 2016-06-07, att. (2.16.1), 7-11-2016)~~

~~Sec. 46-473. 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. (2.16.2), 7-11-2016)~~

~~Sec. 46-474. Dimensional requirements.~~

~~Dimensional requirements for the HR-2 (High Density Residential-2) District shall be as provided in table 2.4, medium and high density residential zoning districts dimensional requirements.~~

~~(Ord. No. 2016-06-07, att. (2.16.3), 7-11-2016)~~

~~Sec. 46-475. 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. (2.16.4), 7-11-2016)~~

~~Sec. 46-476. Building heights.~~

~~Maximum building heights shall meet character area intent by compliance with the transitional height and buffer standards of article V of this chapter as well as proportional relationship of density to height as established by Table 2.13.~~

~~Table 2.13. HR-2 Building Height~~

Density up to 40 Dwelling Units per Gross Acre	
Building Use	Base Max. Height
Multifamily	4 stories or 60 feet*
With accessory non-res.	6 stories or 75 feet*

~~*Whichever is less.~~

~~(Ord. No. 2016-06-07, att. (2.16.6), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.16.6), 4-9-2018)~~

Secs. 46-47~~27~~—46-507. Reserved.

DIVISION 17. ~~HR-3 (HIGH DENSITY RESIDENTIAL-3) DISTRICT~~Reserved.

~~Sec. 46-508. Statement of purpose and intent.~~

The purpose and intent of the mayor and city council in establishing the HR-3 (High-Density Residential-3) District regulations is as follows:

- ~~(1) To encourage primarily residential, urban-scaled developments that allow accessory retail, office, institutional, and civic uses;~~
- ~~(2) To provide for high density, high-rise residential neighborhoods with a mix of single-family and multifamily housing types that maintain harmony of scale, intensity, and design with surrounding development;~~
- ~~(3) To provide for connectivity of streets and communities and reduce the dependence on automobile use by increasing the ease of movement and opportunities for alternative modes of travel;~~
- ~~(4) To implement the future development map of the city's most current comprehensive plan.~~

~~(Ord. No. 2016-06-07, att. (2.17.1), 7-11-2016)~~

~~Sec. 46-509. 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 exist supplemental use regulations for that use specified in article IV of this chapter, such regulations shall also apply.

~~(Ord. No. 2016-06-07, att. (2.17.2), 7-11-2016)~~

~~Sec. 46-510. Dimensional requirements.~~

Dimensional requirements for the HR-3 (High-Density Residential-3) District shall be as provided in table 2.4, medium and high-density residential zoning districts dimensional requirements.

~~(Ord. No. 2016-06-07, att. (2.17.3), 7-11-2016)~~

~~Sec. 46-511. 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. (2.17.4), 7-11-2016)~~

~~Sec. 46-512. Building heights.~~

Maximum building heights shall meet character area intent by compliance with the transitional height and buffer standards of article V of this chapter as well as proportional relationship of density to height as regulated by table 2.15.

Table 2.15. HR-3 Building Height for Density

<i>Density up to 60 Dwelling Units per Gross Acre</i>	
<i>Building Use</i>	<i>Base Max. Height</i>
Multifamily	6 stories or 75 feet*

~~With accessory non-res.~~

~~8 stories or 100 feet*~~

~~*Whichever is less.~~

~~{Ord. No. 2016-06-07, att. (2.17.6), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.17.6), 4-9-2018}~~

Secs. 46-50813—46-534. Reserved.

DIVISION 18. MIXED-USE ZONING DISTRICTS

Sec. 46-535. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing all districts designated as Mixed-Use (MU-1, MU-2, MU-3, [and MU-4 and MU-5](#)) Zoning Districts are as follows:

- (1) To encourage the development of master or comprehensively planned, mixed-use developments;
- (2) To permit flexible and compatible arrangements of residential, commercial, office, institutional, and civic uses;
- (3) To offer a variety of housing options, including multifamily residential and single-family attached housing of various densities, upper-floor residential units over nonresidential space;
- (4) To implement the future development map of the city's most current comprehensive plan;
- (5) To maintain harmony of scale, intensity, and design of character areas with varying housing options;
- (6) To accommodate and promote mixed-use buildings with amenities and services provided by a variety of nonresidential uses, as appropriate in the activity centers established by the comprehensive plan;
- (7) To promote the health and well-being of residents through the development of living environments that accommodate pedestrians and bicyclists;
- (8) To encourage a sense of community through design that promotes social interaction; and
- (9) To reduce automobile traffic and congestion and promote the use of transit by encouraging appropriate development densities.

(Ord. No. 2016-06-07, att. (2.18.1), 7-11-2016; Ord. No. 2017-03-57, § 1, 3-27-2017)

Sec. 46-536. Mixed-use district densities.

- (a) Table 2.16, which summarizes the allowed densities and eligible character areas for mixed-use zoning districts, is provided for the aid of the reader. Any conflict between table 2.16 and any other provision of this chapter shall be resolved in favor of the other provision of this chapter.

Table 2.16. Summary of Mixed-Use Zoning District Densities

<i>Zoning District Name</i>	<i>Density (units/acre)</i>	<i>Eligible Character Areas</i>
Mixed-Use Low Density MU-1	4-6	Downtown, Regional activity center, Institutional, Medical area, Commercial redevelopment corridor

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Mixed-Use Low-Medium Density MU-2	8	Downtown, Regional activity center, Institutional, Medical area, Commercial redevelopment corridor
Mixed-Use Medium Density MU-3	12	Downtown, Regional activity center, Institutional, Medical area, Commercial redevelopment corridor
Mixed-Use High Density MU-4	24	Downtown, Medical area, Institutional
Mixed-Use Very High Density MU-5	40	Downtown, Regional activity center, Institutional

- (b) Individual buildings in any mixed-use district may exclusively consist of only residential uses, provided that they are part of a larger mixed-use development that meets the overall percentage mix of nonresidential to residential floor area established by table 2.17.

(Ord. No. 2016-06-07, att. (2.18.2), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.18.2), 4-9-2018; Ord. No. 2018-12-40, 1-14-2019)

Sec. 46-537. Mixed-use dimensional requirements.

Dimensional requirements including overall site requirements, individual lot dimensions, setbacks, and heights for mixed-use districts are provided in table 2.17, mixed-use zoning districts dimensional requirements. Compatibility rules and transitional buffers as defined and required in article V of this chapter may apply.

Table 2.17. Mixed-Use Zoning Districts Dimensional Requirements

Element	MU-1	MU-2	MU-3	MU-4 and MU-5
Overall Site Requirements (minimum, unless otherwise specified)				
Dwelling Units Per Acre****	4-6	8	12	MU-4=24; MU-5=40
Minimum Street Frontage for Site (feet)	75	75	50	50
Minimum Site Size	0	0	0	0
Overall Site Setback Rear (feet)	20	20	20	10
Overall Site Setback Side (feet)	15	15	15	N/A (Article V of this chapter buffers apply)
Open Space Required (minimum %)*	10% of total parcel acreage	10% of total parcel acreage	10% of total parcel acreage	10% of total parcel acreage

Transitional Buffers (feet)	See section 46-1338			
Required Minimum Mix of Uses				
Nonresidential (percentage square footage of building)	10%	15%	20%	20%
Residential (percentage square footage of building)	15%	10%	0	0
Individual Lot Dimensions by Residential Type (minimum, unless specified)				
Single-Family Detached (SFD)**				
Lot Area (square feet)	3,500	3,500/2,000 cottage	3,500	Not Permitted
Lot Width (feet)	35	35/20	35	Not Permitted
Lot Coverage (maximum percentage)	55	55	55	Not Permitted
Single-Family Attached (SFA/Townhomes)				
Lot Area (square feet)	1,000	1,000	1,000	1,000
Unit Width (feet)	20	16	16	20
Lot Coverage (maximum % per lot or total parcel acreage)	50%	75%	80%	90%
Two/Three Family (TTF)				
Lot Area (square feet)	4,000	4,000	4,000	4,000
Lot Width (feet)	55	55	55	55
Lot Coverage (maximum % per lot or total parcel acreage)	55	55	75	75
Multifamily (MF)—See building type standards in article V of this chapter				
Lot Area (square feet)	12,500	12,500	12,500	12,500
Lot Width (feet)	1 bldg: 50 2 or more bldgs: 100	1 bldg: 50 2 or more bldgs: 100	1 bldg: 50 2 or more bldgs: 100	1 bldg: 50 2 or more bldgs: 100
Lot Coverage (maximum percentage)	N/A	N/A	N/A	N/A

Building Setbacks (minimum, unless specified)				
Single-Family Detached and Two-Family				
Front (feet)	Min. 10/Max. 25	Min. 5/Max. 20	Min. 5/Max. 20	Not Permitted
Side—interior lot (feet)	7.5	7.5	7.5	Not Permitted
Side—corner lot on public street (feet)	15	15	15	Not Permitted
Rear (feet)	10	10	10	Not Permitted
Rear—w/alley (feet)	15	10	10	Not Permitted
Single-Family Attached				
Front (feet)	Min. 10/Max. 20, Min. 5/Max. 10 with alley garage	Min. 10/Max. 20, Min. 5 with alley garage	No Min./Max.	No Min./Max.
Side—interior lot (feet)	N/A	N/A	No Min./Max.	No Min./Max.
Side—corner lot on public street (feet)	Min. 10/Max. 20	Min. 10/Max. 20	10	5
Rear (feet)	20	15	10	10
Rear—w/alley (feet)	15	10	5	5
Mixed-Use/Commercial/Multifamily ***				
Front (feet)	Min. 10/Max. 50	Min. 10/Max. 50	No Min./Max.	No Min./Max.
Side—interior lot (feet)	Min. 10/Max. 20	Min. 10/Max. 20	No Min./Max.	No Min./Max.
Side—corner lot on public street (feet)	20	15	No Min./Max.	No Min./Max.
Rear (feet)	15, 0 if parking deck, liner building or party wall present	10, 0 if parking deck, liner building or party wall present	10, 0 if parking deck, liner building or party wall present	10, 0 if parking deck, liner building or party wall present
Rear—w/alley (feet)	10	10	5	5
Unit Size, Heated Living Area (minimum, unless specified)				
Single-Family Detached (square feet)	1,200	1,200/800 cottage	1,200/800 cottage	Not Permitted
Two- and Three-Family (square feet)	1,000	1,000	1,000	Not Permitted

Single-Family Attached (square feet)	850	850	850	850
Multifamily—one bedroom (square feet)	550	500	500	500
Multifamily—two bedroom (square feet)	700	650	650	650
Multifamily—three bedroom (square feet)	850	800	800	800
Accessory Unit (square feet)	650	650	Not Permitted	Not Permitted
Live/Work (residential portion square feet)	400	400	400	400

Key:

Housing types: SFD: Single-Family Detached, SFA: Single-Family Attached, TTF: Two/Three Family, MF: Multifamily, MU: Mixed-Use, CM: Commercial, OF: Office.

*See article V of this chapter for enhanced open space requirements.

**SFD Cottage type exempt; see article V of this chapter for standards.

***See article V of this chapter for building separation and minimum multifamily unit size details.

****Requires a special land use permit if requesting more than 24 multifamily dwellings per acre.

(Ord. No. 2016-06-07, att. (2.18.3), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.18.3), 4-9-2018; Ord. No. 2018-12-40, 1-14-2019; Ord. No. O2020-03-07 , exh. A, 3-23-2020)

Secs. 46-538—46-567. Reserved.

DIVISION 19. MU-1 (MIXED-USE LOW DENSITY) DISTRICT

Sec. 46-568. Dimensional requirements.

Dimensional requirements for the MU-1 (Mixed-Use Low Density) District shall be as provided in table 2.17. Dimensions are established in table 2.17 for the overall development site (development parcel) and for individual lots intended for single-family detached or single-family attached housing types, when such lots include yards. A mixed-use development may be subject to both the overall development site dimensions and the individual lot dimensions, depending on the mixture of housing types that are proposed for the overall development.

(Ord. No. 2016-06-07, att. (2.19.1), 7-11-2016)

Sec. 46-569. Site and building design standards.

Site and building design standards and regulations shall be as provided in table 2.17 and article V of this chapter.

(Ord. No. 2016-06-07, att. (2.19.2), 7-11-2016)

Sec. 46-570. Rezoning to the MU-1 (Mixed-Use Low Density) District.

Properties within the ~~downtown, regional activity center, Institutional,~~ medical area and commercial redevelopment corridor character areas of the city comprehensive plan future development map are eligible to be rezoned to the MU-1 district.

(Ord. No. 2016-06-07, att. (2.19.3), 7-11-2016; Ord. No. 2018-12-40, 1-14-2019)

Sec. 46-571. MU-1 (Mixed-Use Low Density) District rezoning submittal requirements.

The following standards only apply to rezoning applications initiated by the owner of the subject property or the authorized agent of the owner. In the interest of economic development and to spur redevelopment, applications initiated by the city are not required to comply with the standards in this section. Prior to the submittal of an application for a land-disturbance permit or building permit, an applicant for development of a city-initiated MU-zoned property, shall comply with the following standards. The application will be reviewed administratively by the director.

- (1) *Pre-application meeting.* Before submitting an application for rezoning to the MU-1 (Mixed-Use Low Density) District, the applicant shall confer with the planning and zoning director to discuss the feasibility of the proposed plan and its relationship to the comprehensive plan and city ordinances.
- (2) *Submittal of master development plan.* The submittal package for rezoning to the MU-1 (Mixed-Use Low Density) District shall include all items indicated by the application and instruction form established by the planning and zoning department. The master development plan shall include:
 - a. *Pre-application meeting minutes.* Applicants shall provide documentation showing that the required pre-application meeting occurred.
 - b. *Master development plan.* A master development plan shall illustrate the project showing the location of proposed uses identified by type, site functions, and internal vehicular and pedestrian circulation, along with proposed access points. (Note: prefer multi-modal access plan as specified in the overlays.)
 - c. *Master development standards.* An applicant for rezoning to the MU-1 (Mixed-Use Low Density) District shall submit the following with the rezoning application:
 1. A set of tables, matrices, and/or diagrams shall document the proposed standards that will regulate the permitted use, density, lot dimensions, setbacks, site and building form for each area identified in the master concept plan, and indicate all instances where proposed standards vary from this division.
 2. A summary of the anticipated maintenance and ownership of streets and open spaces.
 3. Proposed gross and net nonresidential floor area, maximum number of residential dwelling units by type and minimum lot size, and amount of enhanced open space.

-
- d. *Master development plan architectural standards.* An applicant for rezoning to the MU-1 (Mixed-Use Low Density) District shall include with the master development plan a set of binding and enforceable architectural standards that will be utilized by the developer to ensure aesthetic continuity throughout the life of the project.
1. At a minimum, the architectural standards shall address lighting, signage, fences, landscaping, building materials, and other architectural features proposed to be included by the applicant.
 2. A master sign plan may be proposed for approval at the time of rezoning with dimensions that vary from the sign chapter, provided that the proposed plan demonstrates pedestrian-oriented scale.

(Ord. No. 2016-06-07, att. (2.19.4), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.19.4), 4-9-2018; Ord. No. O2020-03-07, exh. A, 3-23-2020)

Sec. 46-572. Mixed-use building restrictions.

The following restrictions shall also apply to mixed-use buildings: All uses allowed in the MU-1 (Mixed-Use Low Density) District, as provided in table 4.1, may occupy the ground level of a mixed-use building; however, any residential uses shall not occupy more than 50 percent of the floor area of the ground level. All levels above ground level shall only be occupied by residential, professional office or service uses.

(Ord. No. 2016-06-07, att. (2.19.5), 7-11-2016)

Sec. 46-573. MU-1 retail size restrictions.

Standalone retail or other uses shall not exceed 40,000 square feet total floor area without a special land use permit, which may be issued based on the criteria provided in section 46-1594.

(Ord. No. 2016-06-07, att. (2.19.8), 7-11-2016)

Secs. 46-574—46-596. Reserved.

DIVISION 20. MU-2 (MIXED-USE LOW-MEDIUM DENSITY) DISTRICT

Sec. 46-597. District requirements, standards and criteria.

All provisions found in the MU-1 (Mixed-Use Low Density) District shall apply to the MU-2 (Mixed-Use Low-Medium Density) District.

(Ord. No. 2016-06-07, att. (2.20.1), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.20.1), 4-9-2018)

Secs. 46-598—46-627. Reserved.

DIVISION 21. MU-3 (MIXED-USE MEDIUM DENSITY) DISTRICT

Sec. 46-628. District requirements, standards and criteria.

All provisions found in the MU-2 (Mixed-Use Medium Density) District shall apply to the MU-3 (Mixed-Use Medium Density) District, except that:

- (1) Section 46-573 regarding retail size restrictions shall not apply.
- (2) Height restrictions apply to the MU-3 (Mixed-Use Low-Medium Density) District based on a relationship of density, in accordance with table 2.9.

(Ord. No. 2016-06-07, att. (2.21.1), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.21.1), 4-9-2018)

Secs. 46-629—46-659. Reserved.*DIVISION 22. MU-4 (MIXED-USE HIGH DENSITY) DISTRICT***Sec. 46-660. District requirements, standards and criteria.**

All provisions found in the MU-3 (Mixed-Use Medium Density) District shall also apply to the MU-4 (Mixed-Use High Density) District, except that height restrictions apply to the MU-4 (Mixed-Use High Density) District in accordance with table 2.11.

(Ord. No. 2016-06-07, att. (2.22.1), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.22.1), 4-9-2018)

Secs. 46-661—46-678. Reserved.*DIVISION 23. ~~MU-5 (MIXED-USE VERY HIGH DENSITY) DISTRICT~~Reserved.***~~Sec. 46-679. District requirements, standards and criteria.~~**

~~All provisions found in the MU-3 (Mixed-Use Medium Density) District shall also apply to the MU-5 (Mixed-Use Very High Density) District, except that height restrictions apply to MU-5 in accordance with table 2.13.~~

~~(Ord. No. 2016-06-07, att. (2.23.1), 7-11-2016; Ord. No. O2018-03-7, exh. A(2.23.1), 4-9-2018)~~

Secs. 46-~~679~~679—46-701. Reserved.*DIVISION 24. NONRESIDENTIAL ZONING DISTRICTS: DIMENSIONAL REQUIREMENTS***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

Element	OIT	OI	NS	C-1	C-2	OD	M	M-2
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)

Secs. 46-703—46-732. Reserved.

DIVISION 25. NS (NEIGHBORHOOD SHOPPING) DISTRICT

Sec. 46-733. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the NS (Neighborhood Shopping) District is as follows:

- (1) To provide convenient neighborhood retail shopping and service areas within the city for all residents;
- (2) To provide for the development of new neighborhood shopping districts where so designated on the comprehensive plan especially for commercial uses in ~~downtown~~, neighborhood center, ~~regional activity center~~institutional, and commercial redevelopment corridor character areas;
- (3) To ensure that the size and scale of neighborhood shopping centers and individual uses within said centers are compatible with the scale of adjoining neighborhoods;
- (4) To implement the future development map of the city's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.25.1), 7-11-2016; Ord. No. 2018-12-40, 1-14-2019)

Sec. 46-734. Intensity limitations.

In a building that contains more than one business establishment, no single business establishment shall occupy more than 15,000 square feet, whether owned or leased. No building occupied by a single business establishment shall exceed 50,000 square feet.

(Ord. No. 2016-06-07, att. (2.25.2), 7-11-2016)

Sec. 46-735. 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. (2.25.3), 7-11-2016)

Sec. 46-736. Dimensional requirements.

Dimensional requirements for the NS (Neighborhood Shopping) District shall be as provided in table 2.24, nonresidential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.25.4), 7-11-2016)

Sec. 46-737. 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. (2.25.5), 7-11-2016)

Secs. 46-738—46-757. Reserved.

DIVISION 26. C-1 (LOCAL COMMERCIAL) DISTRICT

Sec. 46-758. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the C-1 (Local Commercial) District is as follows:

- (1) To provide convenient local retail shopping and service areas within the city for all residents;
- (2) ~~To provide for auto-oriented needs outside of the downtown, medical area, commercial redevelopment corridor, institutional and regional activity center character areas, but to focus on the pedestrian-oriented development within these districts~~Reserved;
- (3) To provide for quality control in development through materials and building placement;
- (4) To ensure that the uses authorized within the C-1 (Local Commercial) District are those uses which are designed to serve the convenience shopping and service needs of groups of neighborhoods;
- (5) To implement the future development map of the city's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.26.1), 7-11-2016; Ord. No. 2018-12-40, 1-14-2019)

Sec. 46-759. 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. (2.26.2), 7-11-2016)

Sec. 46-760. Dimensional requirements.

Dimensional requirements for the C-1 (Local Commercial) District shall be as provided in table 2.24, nonresidential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.26.3), 7-11-2016)

Sec. 46-761. 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. (2.26.4), 7-11-2016)

Secs. 46-762—46-790. Reserved.

DIVISION 27. C-2 (GENERAL COMMERCIAL) DISTRICT

Sec. 46-791. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the C-2 (General Commercial) District is as follows:

- (1) To provide convenient general business and commercial service areas within the city for all residents;
- (2) To provide for the development of new general commercial districts where so designated on the comprehensive plan;
- (3) ~~To provide for auto-oriented needs outside of the neighborhood center, downtown and regional activity-center character areas, but to focus on the pedestrian-oriented development which in these districts~~Reserved;
- (4) To provide for quality control in development through materials and building placement;
- (5) To ensure that the uses authorized within the C-2 (General Commercial) District are those uses which are designed to serve the general business and commercial service needs of the city;
- (6) To implement the future development map of the city's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.27.1), 7-11-2016; Ord. No. 2018-12-40, 1-14-2019)

Sec. 46-792. 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. (2.27.2), 7-11-2016)

Sec. 46-793. Dimensional requirements.

Dimensional requirements for the C-2 (General Commercial) District shall be as provided in table 2.24, nonresidential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.27.3), 7-11-2016)

Sec. 46-794. 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. (2.27.4), 7-11-2016)

Secs. 46-795—46-811. Reserved.

DIVISION 28. OD (OFFICE-DISTRIBUTION) DISTRICT

Sec. 46-812. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the OD (Office-Distribution) District is as follows:

- (1) To provide convenient areas within the city for the development of office and distribution establishments which are necessary for the residents and business practitioners within the city; and
- (2) To implement the future development map of the city's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.28.1), 7-11-2016)

Sec. 46-813. 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 exist 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. (2.28.2), 7-11-2016)

Sec. 46-814. Dimensional requirements.

Dimensional requirements for the OD (Office-Distribution) District shall be as provided in table 2.24, nonresidential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.28.3), 7-11-2016)

Sec. 46-815. 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. (2.28.4), 7-11-2016)

Secs. 46-816—46-838. Reserved.

DIVISION 29. OI (OFFICE-INSTITUTIONAL) DISTRICT

Sec. 46-839. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the OI (Office-Institutional) District is as follows:

-
- (1) To provide convenient areas within the city for the location of office and institutional uses which are necessary for the residents and business and professional practitioners within the city;
 - (2) To provide accessory commercial and residential uses to reduce auto dependence;
 - (3) To provide locations for the development of cultural, recreational, educational and health service facilities for the city;
 - (4) To promote compatible development, in size and scale, to surrounding development;
 - (5) To promote campus style developments;
 - (6) To promote pedestrian oriented compact design;
 - (7) To implement the future development map of the city's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.29.1), 7-11-2016)

Sec. 46-840. 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. (2.29.2), 7-11-2016)

Sec. 46-841. Dimensional requirements.

Dimensional requirements for the OI (Office-Institutional) District shall be as provided in table 2.24, nonresidential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.29.3), 7-11-2016)

Sec. 46-842. 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. (2.29.4), 7-11-2016)

Secs. 46-843—46-862. Reserved.

DIVISION 30. OIT (OFFICE-INSTITUTIONAL-TRANSITIONAL) DISTRICT

Sec. 46-863. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the OIT (Office-Institutional-Transitional) District is as follows:

- (1) To provide areas within the city for the location of office and institutional uses which are necessary for the residents, business practitioners, and professional practitioners in existing buildings no longer viable for residential uses;

-
- (2) To limit said buildings' height to be compatible to those potential redevelopment parcels and structures;
 - (3) To provide for the transition from residential to office and associated commercial uses which do not generate large volumes of traffic, noise or other harmful effects, and which are compatible with residential uses in locations so designated in the comprehensive plan along commercial redevelopment corridor character areas and along the edge of the office park and institutional character areas.

(Ord. No. 2016-06-07, att. (2.30.1), 7-11-2016)

Sec. 46-864. 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. (2.30.2), 7-11-2016)

Sec. 46-865. Dimensional requirements.

Dimensional requirements for the OIT (Office-Institutional-Transitional) District shall be as provided in table 2.24, nonresidential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.30.3), 7-11-2016)

Sec. 46-866. 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. (2.30.4), 7-11-2016)

Secs. 46-867—46-895. Reserved.

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.

DIVISION 32. M-2 (HEAVY INDUSTRIAL) DISTRICT

Sec. 46-919. Statement of purpose and intent.

The purpose and intent of the mayor and city council in establishing the M-2 (Heavy Industrial) District is as follows:

- (1) To provide areas for manufacturing, warehousing and distribution facilities at locations so designated in the comprehensive plan;
- (2) To provide for a location for intense industrial uses that do not require and may not be appropriate for a nuisance free environment;
- (3) To provide for a location that allows nuisances such as noise, vibration and other impacts which cannot be contained on-site;
- (4) To ensure that all businesses located within the M-2 (Heavy 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-2 (Heavy Industrial) District is contained within the boundaries of said district and does not create noise problems for adjoining residential, office or commercial districts;
- (5) To ensure that industrial districts are so located that transportation access to thoroughfares and freeways is available;
- (6) To implement the future development map of the county's most current comprehensive plan.

(Ord. No. 2016-06-07, att. (2.32.1), 7-11-2016)

Sec. 46-920. 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. (2.32.2), 7-11-2016)

Sec. 46-921. Dimensional requirements.

Dimensional requirements for the M-2 (Heavy Industrial) District shall be as provided in table 2.24, nonresidential zoning districts dimensional requirements.

(Ord. No. 2016-06-07, att. (2.32.3), 7-11-2016)

Sec. 46-922. 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. (2.32.4), 7-11-2016)

Sec. 46-923. Solid waste facility/landfill use provisions.

Any solid waste facility, solid waste handling facility, or landfill must obtain a special land use permit from the mayor and city council and a modification or addition of zoning conditions that specifically authorizes and identifies all necessary zoning requirements for each such facility. If granted, the zoning district classification for such property shall be identified as M-2 (Conditional Landfill).

(Ord. No. 2016-06-07, att. (2.32.5), 7-11-2016)

Secs. 46-924—46-950. Reserved.

ARTICLE III. SPECIAL AND OVERLAY DISTRICT REGULATIONS¹

DIVISION 2. DOWNTOWN TUCKER ZONING DISTRICTS

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

¹Editor's note(s)—Ord. No. O2019-04-15, adopted June 26, 2019, amended Art. III in its entirety, in effect repealing and replacing said chapter to read as herein set out. Former Art. III, §§ 46-950—46-954, 46-983—46-1006, 46-1026—46-1055, 46-1066—46-1068, 46-1085—46-1092, pertained to overlay district regulations, and derived from Ord. No. 2016-06-07, att. (3.1.1—3.1.5, 3.34.2—3.34.25, 3.35.1—3.35.27, 3.40.1—3.40.8, art. 3, div. 35, app.), adopted July 11, 2016; Ord. No. 2016-07-16, att. (3.1.1, 3.34.6, 3.34.9, 3.35.5, 3.35.8, 3.35.9), adopted Sept. 1, 2016; Ord. No. 2016-10-37, att. (3.35.6, 3.35.8), adopted Nov. 14, 2016; Ord. No. 2017-06-69, exh. A(3.34.9, 3.34.13, 3.35.8, 3.35.13, 3.35.14, 3.35.16, 3.35.17, 3.35.24—3.35.30, 3.40.5), adopted June 28, 2017; Ord. No. O2018-03-7, exh. A(3.34.9), adopted April 9, 2018

Use	Downtown District			See Art. IV, Div. 2
	DT-1	DT-2	DT-3	
AGRICULTURAL				
Agriculture and Forestry				
Commercial greenhouse or plant nursery	P	P	P	✓
Temporary or portable sawmill	SA	SA	SA	✓
Urban, community garden, up to 5 ac.	P	P	P	✓
Urban, community garden, over 5 ac.	SA	SA	SA	
Animal Oriented Agriculture				
Dairy				
Keeping of livestock	Pa [1]	Pa [1]	Pa [1]	✓
Keeping of poultry/pigeons	Pa [1]	Pa [1]	Pa [1]	✓
Livestock sales pavilion				
Riding academies or stables	P			✓
RESIDENTIAL				
Dwellings				
Dwelling, cottage home	P	P	P	✓
Dwelling, mobile home				
Dwelling, multi-family (24 units per acre or less)		P [4]	P [4]	
Dwelling, multi-family (over 24 units per acre)		SP	SP	
Dwelling, multi-family (supportive living)		P	P	✓
Dwelling, townhouse	P	P	P	✓
High-rise apartment				
Dwelling, single-family (attached)	P	P	P	
Dwelling, single-family (detached)	P	P	P	
Dwelling, three-family	P	P	P	
Dwelling, two-family	P	P	P	
Dwelling, single-family, accessory (guesthouse, in-law suite)	Pa	Pa	Pa	✓
Home occupation, no customer contact	P	P	P	✓
Home occupation, with customer contact	SP	SP	SP	✓
Live/work unit	P [3]	P	P	✓
Mobile home park				
Accessory uses or structures	Pa	Pa	Pa	✓
Housing and Lodging				
Bed and breakfast	SP	P	P	✓
Boarding/rooming house		SP	SP	
Convents or monasteries	SP	SP	SP	✓
Dormitory		Pa	Pa	
Extended stay hotel				
Fraternity house or sorority house				
Hotel/motel		P	P	
Nursing care facility or hospice		P	P	
Personal care home, community, 7 or more persons		SP	SP	✓
Personal care home, group, 4-6 persons	SP	SP	SP	✓
Child caring institution, group, 4-6	SP	SP	SP	✓

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Child caring institution, community, 7 or more		SP	SP	✓
Shelter for homeless persons, 7-20 persons				
Shelter for homeless persons for no more than 6 persons				
Transitional housing facility, 7-20 persons				
INSTITUTIONAL/PUBLIC				
Community Facilities				
Cemetery, columbarium, mausoleum				
Club, order or lodge, fraternal, non-commercial	SP	P	P	
Coliseum or stadium/not associated with church or school		P	P	✓
Funeral home, mortuary		P	P	
Golf course or clubhouse, public or private				
Government facilities	P	P	P	
Hospital		P		
Library or museum	P	P	P	
Cultural facilities		SP	SP	
Recreation club	SP	SP	SP	✓
Neighborhood or subdivision clubhouse or amenities	Pa	Pa	Pa	✓
Places of worship	P	P	P	✓
Recreation, outdoor	P	P	P	✓
Swimming pools, commercial	Pa	Pa	Pa	✓
Tennis courts, swimming pools, play or recreation areas, community	Pa	Pa	Pa	✓
Education				
Colleges, universities, research and training facilities		P	P	
Private educational services, home occupation	Pa	Pa	Pa	✓
Private kindergarten, elementary, middle or high schools	SP	SP	SP	✓
Vocational schools	SP	P	P	✓
Specialized schools	SP	P	P	✓
COMMERCIAL				
Automobile, boat and trailer sales and service				
Automobile or truck rental or leasing facilities				
Automobile brokerage				
Auto recovery, storage				
Automobile repair or maintenance, minor				
Automobile repair, major				
Automobile sales or truck sales				
Automobile service stations				
Automobile upholstery shop				
Boat sales				
Car wash, hand wash				
Car wash, automatic				
Emission station				
Retail automobile parts or tire store				
Service area, outdoor				

Trailer or RV salesroom and lot				
Used Part Dealer				
Office				
Accounting office	P [2]	P	P	
Building or construction office	P [2]	P	P	✓
Building, landscape, heavy construction contractor office (material, equipment, storage)				
Engineering or architecture office	P [2]	P	P	
Finance office or banking	P [2]	P	P	
General business office	P [2]	P	P	
Insurance office	P [2]	P	P	
Legal office	P [2]	P	P	
Medical office	P [2]	P	P	
Real estate office	P [2]	P	P	
Recreation and Entertainment				
Adult entertainment establishments				
Adult service facility				
Drive-in theater				
Fairground or amusement park				✓
Indoor recreation (bowling alleys, movie theatres and other activities conducted wholly indoors)		P	P	
Nightclub or late night establishment		SP	SP	✓
Outdoor recreation (miniature golf, batting cages, tennis, go-cart, and other outdoor activities)				
Special events facility		P	P	✓
Theaters with live performance, assembly or concert halls, or similar entertainment within an enclosed building		P	P	
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]	

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Fuel dealers, manufacturers or wholesalers				
Fuel pumps, accessory		SP	SP	✓
Gold buying, precious metals	P [2]	P	P [5]	
Grocery stores (see alcohol outlet)		P		
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		
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				
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)				

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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	p	✓
Child day care center (in a place of worship)	p	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	
Services, Medical and Health				
Ambulance service or emergency medical services, private		P		✓
Health services clinic	P	P	P	
Home healthcare service	P	P	P	
Kidney dialysis center	P	P	P	
Medical or dental laboratories	P	P	P	
Services, Repair				

Furniture upholstery or repair; home appliance repair or service	P	P	P	
Personal service, repair (watch, shoes, jewelry)	P	P	P	
Service area, outdoor				
INDUSTRIAL				
Alcohol Manufacturing (brewery)		P	P	
Alcohol Manufacturing (distilled spirits)		P	P	
All other industrial uses not listed above				
COMMUNICATION — UTILITY				
Amateur radio service or antenna	P	P	P	✓
Electric transformer station, gas regulator station or telephone exchange				
Radio or television broadcasting studio	P	P	P	
Radio or television broadcasting transmission facility	P	P	P	
Satellite television antennae	P	P	P	✓
WIRELESS TELECOMMUNICATION (cell tower)				
Attached wireless telecommunication facility, used for non-residential purposes (prohibited if used as residential)	SP [6]	SP [6]	SP [6]	✓
Wireless Telecommunications (small cell structures)	P	P	P	✓
Stealth design up to 150'				
New support structure or stealth design up to 199'				
COWs (non-emergency or event, no more than 120 days)	SA	SA	SA	✓
COWs (declared emergency)	P	P	P	✓
Attached wireless telecommunication facility	P	P	P	✓
Monopole or attached facility in utility company's easements or rights-of-way				
CERTAIN ACCESSORY USES				
Drive-thru facilities (other than restaurants)		SP	SP	✓

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; Ord. No. O2022-06-45 , Exh. A, 7-11-2022; Ord. No. O2022-10-52 , Exh. A, 11-14-2022)

DIVISION 3. NORTHLAKE ZONING DISTRICTS

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	
AGRICULTURAL					
Agriculture and Forestry					
Commercial greenhouse or plant nursery	P	P	P	P	✓
Temporary or portable sawmill	P	P	P	P	✓
Urban, community garden, up to 5 ac.	P	P	P	P	✓
Urban, community garden, over 5 ac.	SA	SA	SA	SA	
Animal Oriented Agriculture					
Dairy					
Keeping of livestock	Pa [1]	Pa [1]	Pa [1]	Pa [1]	✓

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Keeping of poultry/pigeons	Pa [1]	Pa [1]	Pa [1]	Pa [1]	✓
Livestock sales pavilion					
Riding academies or stables					
RESIDENTIAL					
Dwellings					
Dwelling, cottage home				P	✓
Dwelling, mobile home					
Dwelling, multi-family (24 units per acre or less)	P	P	P	SP	
Dwelling, multi-family (over 24 units per acre)	SP	SP	SP		
Dwelling, multi-family (supportive living)	P	P	P	SP	✓
Dwelling, townhouse				P	✓
Dwelling, single-family (attached)				P	
Dwelling, single-family (detached)				P	
Dwelling, three-family				P	
Dwelling, two-family				P	
Dwelling, single-family, accessory (guesthouse, in-law suite)				Pa	✓
Home occupation, no customer contact	P	P	P	P	✓
Home occupation, with customer contact	SP	SP	SP	SP	✓
Live/work unit	P	P	P	P	✓
Mobile home park					
Accessory uses or structures	Pa	Pa	Pa	Pa	✓
Housing and Lodging					
Bed and breakfast	P	P		P	✓
Boarding/rooming house					
Convents or monasteries		P			✓
Dormitory	Pa	Pa	Pa	Pa	
Extended stay hotel					
Fraternity house or sorority house		Pa		Pa	
Hotel	SP	SP			
Nursing care facility or hospice	P	P		P	
Personal care home, community, 7 or more persons	SP	SP	SP		✓
Personal care home, group, 4-6 persons				SP	✓
Child caring institution, group, 4-6	SP	SP	SP	SP	✓
Child caring institution, community, 7 or more	SP	SP	SP		✓
Shelter for homeless persons, 7-20 persons					
Shelter for homeless persons for no more than six (6) persons					
Transitional housing facility, 7-20 persons					
INSTITUTIONAL/PUBLIC					
Community Facilities					
Cemetery, columbarium, mausoleum	SP	SP			✓
Club, order or lodge, fraternal, non-commercial	P	P	P	P	
Coliseum or stadium/not associated with church or school	P	P			✓
Funeral home, mortuary	P	P			
Golf course or clubhouse, public or private	P	P	P		✓

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Government facilities	P	P	P	P	
Hospital or accessory ambulance service		P	P		
Library or museum	P	P	P	P	
Cultural facilities	P	P	P	P	
Recreation club	P	P	P	P	✓
Neighborhood or subdivision clubhouse or amenities	Pa	Pa	Pa	Pa	✓
Places of worship	P	P	P	P	✓
Recreation, outdoor	P	P	P	P	✓
Swimming pools, commercial	Pa	Pa	Pa	Pa	✓
Tennis courts, swimming pools, play or recreation areas, community	Pa	Pa	Pa	Pa	✓
Education					
Colleges, universities, research and training facilities	P	P	P	P	
Private educational services, home occupation	Pa	Pa	Pa	Pa	✓
Private kindergarten, elementary, middle or high schools	P	P	P	P	✓
Vocational schools	P	P	P	P	✓
Specialized schools	P	P	P	P	✓
COMMERCIAL					
Automobile, boat and trailer sales and service					
Automobile or truck rental or leasing facilities					
Automobile brokerage					
Auto recovery, storage					
Automobile repair or maintenance, minor	SP	SP	SP		✓
Automobile repair, major			SP		✓
Automobile sales or truck sales					
Automobile service stations	SP	SP	SP		✓
Automobile upholstery shop	SP	SP	SP		
Boat sales					
Car wash, hand wash	SP	SP	SP		✓
Car wash, automatic	SP	SP	SP		✓
Emission station					
Retail automobile parts or tire store	SP	SP	SP		✓
Service area, outdoor					
Trailer or RV salesroom and lot					
Used Parts Dealer					
Office					
Accounting office	P	P	P	P	
Building or construction office	P	P	P	P	✓
Building, landscape, heavy construction contractor office (material, equipment, storage)	P	P	P	P	✓
Engineering or architecture office	P	P	P	P	
Finance office or banking	P	P	P	P	
General business office	P	P	P	P	
Insurance office	P	P	P	P	
Legal office	P	P	P	P	

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Medical office	P	P	P	P	
Real estate office	P	P	P	P	
Recreation and Entertainment					
Adult entertainment establishments					
Adult service facility					
Drive-in theater		P	P		✓
Fairground or amusement park					
Indoor recreation (bowling alleys, movie theatres and other activities conducted wholly indoors)	P	P	P	P	
Nightclub or late night establishment	SP	SP	SP		✓
Outdoor recreation (miniature golf, batting cages, tennis, go-cart, and other outdoor activities)					
Special events facility	SP				✓
Theaters with live performance, assembly or concert halls, or similar entertainment within an enclosed building	P	P	P	P	
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)	SP	SP	SP		✓
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		✓
Gold buying, precious metals	P	P			
Grocery stores (see alcohol outlet)	P	P	P		
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		✓

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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	
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					
Wine retailer (< 5,000 sq. ft.)	P	P	P	SP [2]	
Temporary Commercial Uses					
Temporary outdoor sales, seasonal	SA	SA	SA	SA	✓
Temporary produce stand	SA	SA	SA	SA	✓
Temporary outdoor retail sales	SA	SA	SA	SA	✓
Temporary outdoor events	SA	SA	SA	SA	✓
Temporary trailer, as home sales office or construction trailer	SA	SA	SA	SA	✓
Restaurant/Food establishments					
Brewpub/beer growler	P	P	P	SP [2]	
Catering establishments	P	P	P	SP [2]	
Outdoor seating	P	P	P		✓
Restaurants (non-drive-thru)	P	P	P	SP [2]	
Restaurants with a drive-thru configuration	SP	SP	SP		✓
Hookah/vapor bar or lounge					
Transportation and Storage					
Bus or rail stations or terminals for passengers	SP	SP	SP		
Heliport					
Parking, commercial lot	Pa	Pa	Pa	Pa	✓
Parking, commercial garage	Pa	Pa	Pa	Pa	
Taxi, ambulance or limousine service, dispatching or storage					
Taxi, ambulance, limousine dispatch office only (no vehicle parking)					
Taxi stand	P	P	P	P	
Transit shelter					
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 center (in a place of worship)					
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	
Services, Medical and Health					
Ambulance service or emergency medical services, private	P	P	P	P	
Health services clinic	P	P	P	P	
Home healthcare service	P	P	P	P	
Kidney dialysis center	P	P	P	P	
Medical or dental laboratories	P	P	P	P	
Services, Repair					
Furniture upholstery or repair; home appliance repair or service	P	P	P	P	
Personal service, repair (watch, shoes, jewelry)	P	P	P	P	
Service area, outdoor					
INDUSTRIAL					
Contractor, general (See also Building or Construction Office)			P		✓
Industrial, light			P		
Alcohol Manufacturing (brewery)	P	P	P		
Alcohol Manufacturing (distilled spirits)	P	P	P		

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All other industrial uses not listed above					
COMMUNICATION — UTILITY					
Amateur radio service or antenna	P	P	P	P	✓
Electric transformer station, gas regulator station or telephone exchange	P	P	P	P	
Radio or television broadcasting studio	P	P	P	P	
Radio or television broadcasting transmission facility	P	P	P	P	
Satellite television antennae	P	P	P	P	✓
WIRELESS TELECOMMUNICATION (cell tower)					
Attached wireless telecommunication facility, used for non-residential purposes (prohibited if used as residential)	P	P	P	P	✓
Wireless Telecommunications (small cell structures)	P	P	P	P	✓
Stealth design up to 150'	P	P	P	P	✓
New support structure or stealth design up to 199'	P	P	P	P	✓
COWs (non-emergency or event, no more than 120 days)	P	P	P	P	✓
COWs (declared emergency)	P	P	P	P	✓
Attached wireless telecommunication facility	P	P	P	P	✓
Monopole or attached facility in utility company's easements or rights-of-way	P	P	P	P	✓
CERTAIN ACCESSORY USES					
Drive-thru facilities (other than restaurants)	SP	SP	SP		✓

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; Ord. No. O2022-06-45 , Exh. A, 7-11-2022; Ord. No. O2022-10-52 , Exh. A, 11-14-2022)

ARTICLE IV. USE REGULATIONS

DIVISION 1. GENERALLY

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

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

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

Sec. 46-1124. Interpretation of unlisted uses.

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

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

Sec. 46-1125. Use table.

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

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

Table 4.1. Use Table

Key:

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

Table 4.1. Use Table																									
Use	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	M U-1	M U-2	M U-3	M U- 4,5	See div. 2 of this articl e
AGRICULTURAL																									
Agriculture and Forestry																									
Commercial greenhouse or plant nursery															P	P	P		P	P	P				✓
Temporary or portable sawmill	S A	SA	SA	S A	S A	S A	SA												P	P					✓
Urban, community garden, up to 5 acres	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Urban, community garden, over 5 acres	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	✓
Produce stand	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	✓
Animal Oriented Agriculture																									
Dairy																			P	P					✓
Keeping of livestock	P	P	P	P	P							P													✓
Keeping of poultry/pigeons	P	P	P	P	P							P													✓
Livestock sales pavilion																				P					✓
Riding academies or stables	P	P	P	P	P																				✓
Beekeeping	P	P	P	P	P							P							P						✓
RESIDENTIAL																									
Dwellings																									

Dwelling, cottage home						S P	SP	SP	SP	SP		SP												✓
Dwelling, mobile home											P							P a	P a					✓
Dwelling, multifamily								P	P	SP								S P	S P	SP	SP	SP	SP	
Dwelling, multifamily (supportive living)								P	P	SP										SP	SP	SP	SP	✓
Dwelling, townhouse							P	P	P	SP		P		P						SP	SP	SP	SP	✓
High-rise apartment										P												P	P	
Dwelling, single-family (attached)							P	P	P	P				P						P	P	P	P	
Dwelling, single-family (detached)	P	P	P	P	P	P	P	P	P	P	P	P								P	P	P		
Dwelling, three-family								P	P	P		P								P	P	P	P	
Dwelling, two-family								P	P	P		P								P	P	P	P	
Dwelling, single-family, accessory (guesthouse, in-law suite)	P a	Pa	Pa	P a	P a	P a	Pa	Pa	Pa											Pa	Pa	Pa	Pa	✓
Home occupation, no customer contact	P	P	P	P	P	P	P	P	P	P	P	P												✓
Home occupation, with customer contact	S P	SP	SP	S P	S P	S P	SP	SP	SP	SP	SP	SP								SP	SP	SP	SP	✓
Live/work unit													P	P		P	P		P	P	P	P	P	✓
Mobile home park											P													
Accessory uses or structures	P a	Pa	Pa	P a	P a	P a	Pa	Pa	Pa	Pa	Pa	Pa	P a	Pa	P a	P a	P a	Pa	P a	Pa	Pa	Pa	Pa	✓
Housing and Lodging																								
Bed and breakfast	S P	SP	SP				SP	SP	SP	SP			P	P		P	P				P	P	P	✓
Boardinghouse/rooming house								SP	SP	SP														
Convents or monasteries	S P	SP	SP	S P	S P	S P	SP	SP	SP				P	P							P	P	P	✓

Dormitory														P a	Pa		P a	P a	Pa	P a			Pa	Pa	Pa	Pa	
Extended stay hotel														S P			S P	S P						SP	SP	SP	✓
Fraternity house or sorority house														P a										Pa	Pa		
Hotel/motel														P			P	P	P					P	P	P	
Nursing care facility or hospice										P				P	P		P	P					P	P	P	P	
Personal care home, community, 7 or more							SP	SP	SP	SP				P	SP	S P	P	P	P				SP	SP	SP	SP	✓
Personal care home, group, 4-6	S P	SP	SP	S P	S P	S P																					✓
Child caring institution, group, 4-6	S P	SP	SP	S P	S P	S P			SP	SP	SP	SP	P	P	S P	P	P						SP	SP	SP	SP	✓
Child caring institution, community, 7 or more							SP	SP	SP	SP				P	SP	S P	P	P	P				SP	SP	SP	SP	✓
Shelter for homeless persons, 7-20														S P	SP		S P	S P									✓
Shelter for homeless persons for no more than six persons														S P	SP		S P										✓
Transitional housing facility, 7-20														S P	SP		S P	S P									✓
INSTITUTIONAL/PUBLIC																											
Community Facilities																											
Cemetery, columbarium, mausoleum	S P	SP	SP	S P	S P	S P	SP	SP	SP	SP				P	P				P								✓
Club, order or lodge, fraternal, non- commercial														P	P		P	P	P	P			P	P	P	P	

Coliseum or stadium/not associated with church or school																P	P	P						SP	P	✓
Funeral home, mortuary													P	P		P	P									
Golf course or clubhouse, public or private	P	P	P	P	P	P	P				P		P	P			P	P	P							✓
Government facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Hospital or accessory ambulance service													P	P					P					P	P	
Library or museum								P	P	P			P	P	P	P	P	P			P	P	P	P	P	
Cultural facilities								SP	SP	SP			S P	SP		S P	S P	SP	S P		SP	SP	SP	SP		
Recreation club	S P	SP	SP	S P	S P	S P	SP	SP	SP	SP		SP						P							SP	✓
Neighborhood or subdivision clubhouse or amenities	P	P	P	P	P	P	P	P	P	P	P	P	P	P							P	P	P	P	P	✓
Places of worship	S P	SP	SP	S P	S P	S P	SP	SP	SP	SP		SP	P	P	P	P	P	P	P	P	P	P	P	P	P	✓
Recreation, outdoor																	P	P	P	P						✓
Swimming pools, commercial	S P	SP	SP	S P	S P	S P	SP	SP	SP	SP	SP	SP	P	P		P	P	P	P				Pa	Pa	Pa	
Tennis courts, swimming pools, play or recreation areas, community	P a	Pa	Pa	P a	P a	P a	Pa	Pa	Pa	Pa	Pa	Pa	P	P		P	P	P	P				Pa	Pa	Pa	✓
Education																										
Colleges, universities, research and training facilities													P	P		P	P	P	P			P	P	P	P	
Private educational services, home occupation	P a	Pa	Pa	P a	P a	P a	Pa	Pa	Pa	Pa		Pa						P				Pa	Pa			✓
Private kindergarten, elementary, middle or high schools	S P	SP	SP	S P	S P	S P	SP	SP	SP	SP	SP	SP	P	P		P	P	P					SP	SP	SP	✓

Vocational schools														P	P		P	P	P	S P	S P	P	P	P	P	✓
Specialized schools									SP	SP	SP			P	P	P	P	P	P	S P	S P	P	P	P	P	✓
COMMERCIAL																										
Automobile, Boat and Trailer Sales and Service																										
Automobile or truck rental or leasing facilities																	S P	P		P	P					✓
Automobile brokerage														P	P		P	P		P						✓
Auto recovery, storage																			P	P						✓
Automobile repair or maintenance, minor																	S P	S P		P						✓
Automobile repair, major																		S P		P	P					✓
Automobile sales or truck sales																	S P	P		P	P					✓
Automobile service stations																S P	S P	S P		P	P					✓
Automobile upholstery shop																		P		P	P					
Boat sales																	S P	P		P						✓
Car wash, hand wash																		S P		P						✓
Car wash, automatic																	S P	S P		P						✓
Emission stations																S P	S P	S P		P	P					✓

Retail automobile parts or tire store																S	P		P								✓
Service area, outdoor																	P		P	P							✓
Trailer or RV salesroom and lot																S	P		P								✓
Used Parts Dealer														P	P		P	P		P							✓
Offices																											
Accounting office									Pa	Pa	Pa			P	P	P	P	P	P			P	P	P	P		
Building or construction office								Pa	Pa	Pa			P	P		P	P	P	P	P							✓
Building, landscape, heavy construction contractor office (material, equipment, storage)																	P	P	P	P							✓
Engineering or architecture office								Pa	Pa	Pa			P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Finance office or banking								Pa	Pa	Pa			P	P	P	P	P	P			P	P	P	P	P		
General business office								Pa	Pa	Pa			P	P	P	P	P	P			P	P	P	P	P		
Insurance office								Pa	Pa	Pa			P	P	P	P	P	P			P	P	P	P	P		
Legal office								Pa	Pa	Pa			P	P	P	P	P	P			P	P	P	P	P		
Medical office								Pa	Pa	Pa			P	P	P	P	P	P			P	P	P	P	P		
Real estate office								Pa	Pa	Pa			P	P	P	P	P	P			P	P	P	P	P		
Recreation and Entertainment																											
Adult entertainment establishments																	P		P								✓
Adult service facility																	P		P	P							✓
Drive-in theater																	P		P	P							✓
Fairground or amusement park																	P		P	P							✓
Indoor recreation (bowling alleys, movie															P	P	P	P	P	P	P	P	P	P	P		

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theatres and other activities conducted wholly indoors)																									
Nightclub or late night establishment															S P	S P	SP	S P	S P	SP	SP	SP	SP	SP	✓
Outdoor recreation (miniature golf, batting cages, tennis, go-cart and other outdoor activities)	S P															P	P	S P							✓
Special events facility	S P											P	P		P	P	P	P		P	P	P	P	✓	
Theaters with live performance, assembly or concert halls, or similar entertainment within enclosed building												P	P		P	P						P	P		
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	✓	
Drive-through facilities (other than restaurants)												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	
Fuel dealers, manufacturers or wholesalers																	P		P	P					
Fuel pumps, accessory																S P	S P	S P		P	P				✓
Gold buying, precious metals																	P a	P	P						
Grocery stores (see alcohol outlet)								Pa	Pa	Pa					P	P	P	P			P	P	P	P	
Hardware store or other building materials store															P	P	P	P	P	P	P	P	P	P	
Hobby, toy or game store															P	P	P	P			P	P	P	P	
Jewelry store															P	P	P	P			P	P	P	P	
Music or music equipment store (retail)															P	P	P	P			P	P	P	P	
News dealer or news store													P	P	P	P	P	P	P	P	P	P	P	P	
Office supplies and equipment store															P	P	P	P	P		P	P	P	P	

Outdoor display																P a	P a									✓
Pawn shop, title loan																	S P		S P							✓
Pet supply store														P	P	P	P	P			P	P				
Pharmacy or drug store (see alcohol outlet)								Pa	Pa	Pa		Pa	P a	Pa	P	P	P	P			P	P	P	P		
Radio, television or consumer electronics store															P	P	P			P	P	P	P			
Retail, 5,000 sf or less								Pa	Pa	Pa			P a	Pa	P	P	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		
Sporting goods or bicycle sale															P	P	P	P			P	P	P	P		
Tattoo establishment and piercing studio																S P	P	P								
Thrift, secondhand, antique store																P	P		P							
Trade shops: electrical, plumbing, heating/cooling, roofing/siding, with no outside storage												P	P			P	P	P	P	P						

Vape Shop																S P	S P		S P							✓
Wine retailer (<5,000 sq. ft.)															P	P	P				P	P	P	P		
Temporary Commercial Uses																										
Temporary outdoor sales, 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	✓	
Temporary produce stand	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	✓	
Temporary outdoor retail sales	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	✓	
Temporary outdoor events	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	✓	
Temporary trailer, as home sales office or construction trailer	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	✓	
Restaurant/Food Establishments																										
Brewpub/beer growler															P	P	P		P		P	P	P	P		
Catering establishments													P	P		P	P		P		P	P	P	P		
Outdoor seating													P		P	P	P	P							✓	
Restaurants (acc. to hotel/motel)													P			P	P	P				P	P	P		
Hookah/vapor bar or lounge																S P	S P								✓	
Restaurants (non-drive-thru)								Pa	Pa	Pa		Pa	P a	Pa	P	P	P		P		P	P	P	P		
Restaurants with a drive-thru configuration																P	P				P				✓	
Transportation and Storage																										
Bus or rail stations or terminals for passengers																S P	S P		S P	S P	SP	SP	SP	SP		
Heliport												S P				S P	S P	SP	P	P			SP	SP	✓	

Parking, commercial lot														p a			P	P	P	P		P	P	P	P	✓
Parking, commercial garage														p a			P	P	P	P		P	P	P	P	
Taxi, ambulance or limousine service, dispatching or storage																	P	P	P	P					✓	
Taxi, ambulance, limousine dispatch office only (no vehicle parking)														P	P	P	P	P		P	P	P	P	P	P	
Taxi stand														P	P	P	P	P	P	P	P	P	P	P	P	
Transit shelter														P	P	P	P	P	P	P	P	P	P	P	P	✓
Services																										
Adult day care center—7 or more									SP	SP	SP			P	P	P	P	P	P	P			P	P	P	✓
Adult day care facility—up to 6								SP	SP	SP						P	P	P	P			P	P	P	P	✓
Animal care specialist																P	P	P	P	P	P	P	P			
Animal hospitals, veterinary clinic																P	P	P	P	P	P	P	P			✓
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	P	
Check cashing establishment, primary																		S P		S P						✓
Check cashing establishment, accessory																		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 center (in a place of worship)	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 daycare								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		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 a	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	
Services, Medical and Health																								
Ambulance service or emergency medical services, private															P	P		P						✓
Health services clinic												P	P	P	P	P	P			P	P	P	P	
Home healthcare service												P	P		P	P		P		P	P	P	P	
Kidney dialysis center												P	P		P	P		P		P	P	P	P	
Medical or dental laboratories												P	P		P	P		P	P			SA	SA	
Services, Repair																								
Furniture upholstery or repair; home appliance repair or service															P	P		P	P					
Personal service, repair (watch, shoes, jewelry)								Pa	Pa	Pa				P	P	P	P		P		P	P	P	
Service area, outdoor																P		P	P					✓
INDUSTRIAL																								
Alcohol manufacturing (brewery)															P	P		P						
Alcohol manufacturing (distilled spirits)															P	P		P						
Alternative energy production																	SP	S	S	P	P			

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Automobile/truck manufacturing																			P					
Brick, clay, tile, or concrete products, terra cotta manufacturing																			P					
Building materials or lumber supply establishment																P		P						
Cement, lime, gypsum, or plaster of Paris manufacturing																			P					
Compressed gas fuel station																S P		P	P					
Chemical manufacture, organic or inorganic																			P					
Contractor, general (See also Building or Construction Office)																P		P	P		P	P		✓
Contractor, heavy construction, outside storage																P		P	P					✓
Contractor, special trade																P		P	P					
Creatoriums																			S P					✓
Distillation of bones or glue manufacture																			P					
Dry cleaning plant																		P	P					
Dye works																			P					
Explosive manufacture or storage																			S P					
Fabricated metal manufacture																			P					
Fat rendering or fertilizer manufacture																			S P					

General aviation airport																		S P	S P					✓
Heavy equipment repair service or trade															P			P	P					
Ice manufacturing plant																		P	P					
Incidental retail sales of goods produced or processed on the premises																		P a	P a					
Incineration of garbage or refuse when conducted within an enclosed plant																			S P					
Industrial, heavy																			S P					✓
Industrial, light																		P	P					
Intermodal freight terminal, bus or rail freight or passenger terminal, or truck terminal																			S P					
Leather manufacturing or processing																			P					
Light manufacturing																		P	P					
Manufacturing, heavy																			S P					✓
Manufacturing operations not housed within a building																			S P					✓
Mines or mining operations, quarries, asphalt plants, gravel pits or soil pits																		S P	S P					✓
Outdoor storage, industrial																		P	P					✓

Paper or pulp manufacture																			S P					✓
Petroleum or inflammable liquids production, refining																			S P					✓
Radioactive materials: utilization, manufacture, processing or emission																			S P					✓
Railroad car classification yards or team truck yards																		S P	S P					✓
Recovered materials facility wholly within a building																		P	P					✓
Recovered materials processing wholly within a building																		P	P					✓
Recycling collection												P a		P a	P a	P a		S P	S P					
Recycling plant																		S P	S P					
Repair/manufacture of clocks, watches, toys, electrical appliances, electronic, light sheet metal products, equipment, machine tools, or machinery not requiring the use of press punch over 100 tons rated capacity or drop hammer																		P	P					
Research, experimental or testing laboratories																		P	P					
Rubber or plastics manufacture																		P	P					

Salvage yard (Junkyard)																		S P	S P					✓
Solid waste: general disposal, landfill, private industry disposal, handling facility, thermal treatment technology or hazardous/toxic materials including radioactive materials																		S P	S P					✓
Smelting: copper, iron, zinc, or ore																		S P	S P					
Storage yard, except vehicle																		S P	P					✓
Storage yard for damaged or confiscated vehicles																		S P	S P					✓
Sugar refineries																			P					
Tire retreading or recapping																		P	P					
Towing or wreckage service																		P	P					
Transportation equipment manufacture																			P					
Transportation equipment storage or maintenance (vehide)																		P	P					✓
Truck stop or terminal																		P	S P					✓
Vehicle storage yard																		P	P					
Warehousing or Storage																	P	P	P					
COMMUNICATION—UTILITY																								
Amateur radio service or antenna	S P	SP	SP	S P	S P	S P	SP					SP												✓

Electric transformer station, gas regulator station or telephone exchange																			P						
Radio or television broadcasting studio													P				P		P	P	P	P	P	P	
Radio or television broadcasting transmission facility													P				P		P	P					
Satellite television antennae	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	✓
WIRELESS TELECOMMUNICATION (CELL TOWER)																									
Attached wireless telecommunication facility, used for nonresidential purposes (prohibited if used as residential)	SA	SA	SA	SA	SA	SA	SA																		✓
Wireless communications (small cell structure)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	✓
Stealth design up to 150'								SP	SP	SP				SP	SP						SP	SP	SP	SP	✓
New support structure or stealth design up to 199'													SA			SA	SA	SA	SA						✓
COWs (non-emergency or event, no more than 120 days)	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	✓
COWs (declared emergency)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	✓
Attached wireless telecommunication facility								P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	✓
Monopole or attached facility in utility company's easements or rights-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	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; Ord. No. O2022-06-45, Exh. A, 7-11-2022; Ord. No. O2022-10-52, Exh. A, 11-14-2022)

ARTICLE V. SITE DESIGN AND BUILDING FORM STANDARDS

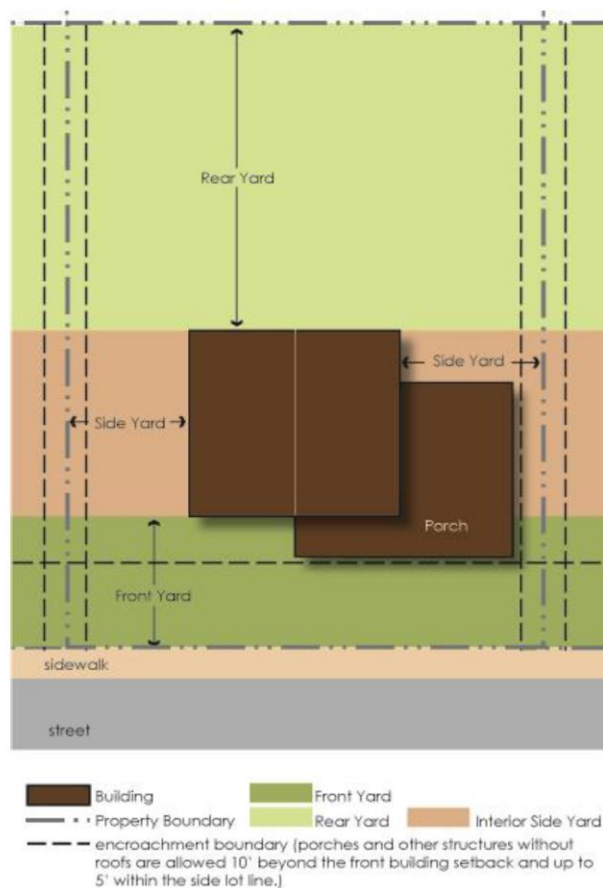
Sec. 46-1277. Minimum required yards and building setbacks.

(a) *Projections into yards.*

- (1) Every part of a required yard shall be open to the sky and unobstructed except for the ordinary projections of sills, belt courses, cornices, eaves, awnings, chimneys, buttresses and other ornamental and architectural features, provided that these features do not project more than three feet into any required yard and do not encroach on other lots or rights-of-way.
- (2) An open, unenclosed porch, balcony or hard-surfaced terrace, steps, stoops and similar fixtures of a building may project into a required front yard or rear yard for a distance not to exceed ten feet, and into a side yard to a point not closer than five feet from any lot line.
- (3) Enclosed porches may encroach for a distance of up to eight feet into the front or rear yard, but shall be no closer than five feet from the side property line.

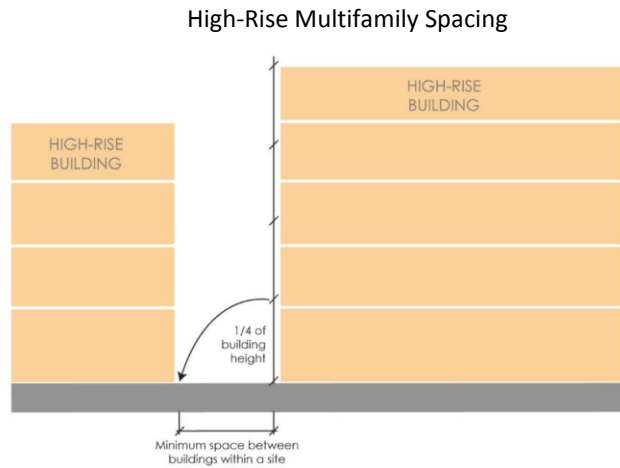
(b) *Spacing between buildings.* For single-family attached buildings and multifamily buildings:

Projections into Yards



- (1) Building shall be separated a distance as required by the International Codes Council (ICC).

- (2) Except when located in a MU-1, MU-2, MU-3, ~~or MU-4 or MU-5 zoning district and except when located in a town or regional center character area~~, the minimum spacing between high-rise multifamily buildings on a single site shall be a distance equal to one-fourth (0.25) of the height of the taller building.



- (c) *Setback averaging.* When a vacant lot located in a zoning district authorized for single-family detached dwellings is proposed for development, and is located where at least 60 percent of the other lots on the same block face are occupied by single-family detached dwellings, then setback averaging shall apply. Where setback averaging applies, the minimum front setback for the vacant lot to be developed shall be the average of the actual front setback of the existing dwelling adjacent to the vacant lot and on the same block face. Where application of setback averaging would require that the proposed dwelling be located closer to the street than the otherwise applicable minimum front setback for the zoning district where the vacant lot is located, then setback averaging shall not be applied. Where application of setback averaging would make it impossible for the proposed dwelling to comply with the applicable zoning district's rear yard setback requirement, then the proposed dwelling may be constructed closer to the street, up to the minimum front setback required in the subject zoning district, only to the extent necessary to satisfy the minimum rear yard setback requirement. If the actual front setback of the existing dwelling on the adjacent lot on the same block face as the vacant lot differ from each other by more than 30 feet, then the minimum front setback for the vacant lot shall be the actual front setback of the dwelling closest to the street.

(Ord. No. 2016-06-07, att. (5.2.1), 7-11-2016)

ARTICLE VII. - ADMINISTRATION

Sec. 46-1699. Issuance of development permits.

All development permits shall be issued by the community development director, which shall in no case grant any development permit for the use, construction or alteration of any land or building if the land or building as proposed to be used, constructed or altered would be in violation of any of the provisions of this division or any other ordinances and laws of the city or the state, except as provided herein. Development permits issued on properties for which any variance or special exception has been approved by the board of zoning appeals shall be in compliance with all of the terms and conditions of such approval. Development permits issued on properties for which any special land use permit has been approved by the mayor and city council shall be in compliance with all of the terms, conditions, and site plans related to such approval. Development permits issued on properties in an R-SM, MR-1, MR-2, HR-1, ~~HR-2, HR-3~~, MU-1, MU-2, MU-3, or MU-4 ~~or MU-5~~ district (or prior classifications of retired districts of CH, TND, or any PC District) shall be in compliance with the final plans approved by the community development director. Development permits issued on properties for which conditional zoning is approved shall be in compliance with the approved statement of zoning conditions for such application. Minor alterations of conditions shall be authorized only in accordance with the provisions of this division.

(Ord. No. 2016-06-07, att. (7.7.6), 7-11-2016)

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ARTICLE IX. - DEFINITIONS

Sec. 46-1775. Definitions.

Mixed-use zoning districts means any of the following zoning districts: MU-1, MU-2, MU-3, and
MU-4, ~~and MU-5.~~



MEMO

To: Honorable Mayor and City Council Members
From: Ted Baggett, City Attorney
CC: Tami Hanlin, City Manager
Date: September 11, 2023
RE: Memo for Animal Control Ordinance

Description for on Agenda:
Memo for Animal Control Ordinance

Issue:
Should the City Council enact provisions to regulate certain aspects of pet ownership including leash requirements for dogs.

Recommendation:
If the City Council wishes to establish substantially similar rules regarding pet stewardship including leash requirements to those in place in unincorporated DeKalb County, it should adopt the ordinance.

Background:
The City of Tucker relies on DeKalb County for animal control services. Certain aspects of how the County operates its animal control facilities are appropriately only found in the County's code. Certain aspects of pet ownership such as requiring that dogs be on a leash, however, are unique to each local government's jurisdiction. Currently, the city does not have a leash requirement nor does it address issues such as pets roaming at large.

Summary:
Approval of this ordinance provides clarity that dogs need to be leashed and applies other typical regulations regarding pet ownership and responsibility are in effect within the city limits.

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF AMENDING THE TUCKER CODE OF ORDINANCES TO CREATE CHAPTER 6 ANIMALS; TO PROVIDE DEFINITIONS; TO PROVIDE FOR CERTAIN REGULATIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Municipal Home Rule Act of 1965, O.C.G.A. § 36-35-1 et. seq., directly grants legislative power to this city to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, O.C.G.A. § 4-8-20 et. seq., the Georgia Responsible Dog Ownership Act, provides that a city's jurisdiction for enforcement shall be within the city limits, county jurisdiction shall be in the unincorporated area, and that cities and counties may contract with each other for the provision of animal control services; and

WHEREAS, O.C.G.A. § 16-12-4 provides for criminal penalties for cruelty to animals and Title 4 of the O.C.G.A. provides for various provisions governing the treatment of animals and criminal penalties for violation thereof; and

WHEREAS, the City Council wishes to provide regulations governing the responsible care of animals not already provided for by state law so as to encourage responsible stewardship by pet owners and to foster mutual respect between humans and other species that inhabit the city; and

WHEREAS, a first and second read of this ordinance by the Mayor and Council took place on September 11, 2023 and October 10, 2023; and

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

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

SECTION I.

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to add Article I to Chapter 6, thereof, which shall read in words as follows:

ARTICLE I. – IN GENERAL.

Sec. 6-1. - Definitions.

For the purposes of this chapter, certain terms and words are hereby defined. Where words or terms are not herein defined, but are defined in section 1-2 or other applicable sections of this Code or state law, now and as they may be amended hereafter, those words shall have the meaning as defined therein. As used in this chapter, unless the context otherwise indicates, the following words and terms shall have the meaning ascribed to them:

Animal means every living vertebrate except a human being.

Animal at large means any animal moving without physical restraint and not on its owner's property.

Animal service center means the facility designated by the city for the detention of animals and for so long as animal control services are provided to the city by DeKalb County, the facility so designated by the County.

Community cat means an unowned, free-roaming cat that has been marked by surgical ear-tip pursuant to the community cat program.

Community cat program means a comprehensive process whereby unowned free-roaming cats are captured humanely, transported to a veterinarian for evaluation, spay/neuter surgery, rabies vaccination and marking by surgical ear-tip, and returned to the area or location where the cat was captured.

Dog control officer means any person authorized by the city or by law to enforce the provisions of this chapter.

Electronic animal confinement system shall mean a commercially produced, functioning and professionally installed electronic fence which utilizes an invisible electrically generated perimeter, in which the animal within the perimeter wears an electronic collar that produces an electric shock when the animal approaches or exceeds the perimeter.

Euthanasia or *euthanized* refers to the legal act of putting an animal to death using humane methods, recommended by the American Veterinary Medical Association Panel on Euthanasia and approved by the Georgia Department of Agriculture, as defined by Georgia law in the Georgia Animal Protection Act, as may hereinafter be amended.

Fence means any structure of wire, wood, stone or other material, which is of sufficient height and strength to act as a barrier against passage of the animal it is intended to enclose. A fence must be sufficient to prevent the animal from being able to jump, dig, or escape from confinement.

Guard dog means a dog trained to attack persons or other animals independently or upon oral command; or a dog that, while not so trained, is reasonably expected to perform as a guardian of its owner and/or the property upon which the dog is located.

Hazardous animal means an animal that may be harmful to humans or other animals by virtue of its ability to produce poison or, due to its size and feeding habits, could prey on humans as a food source. Hazardous animals include, but are not limited to, pit vipers (genus *Crotalidae*), coral snakes (genus *Micrurus*), poisonous spiders, frogs, large reptiles, Nile monitors, caiman, alligators, crocodiles, and large constricting snakes greater than ten (10) feet in length.

Identification means any tag, tattoo, microchip, or other type of marking that can be used to locate an animal's owner.

Law enforcement agency means any division of the DeKalb County Police Department or other governmental agency with law enforcement powers operating within DeKalb County.

Official Certificate of Veterinarian Inspection Health Certificate ("OCVI Health Certificate") means a legible certificate issued by an accredited veterinarian either on an official form of the State of Georgia or an equivalent official form of the United States Department of Agriculture.

Open-air vehicle means the cargo area of any pickup truck that is not covered by a permanent attached utility cover or any convertible vehicle with its top down.

Owner means any natural person or any legal entity, including but not limited to a corporation, partnership, firm, or trust, owning, possessing, harboring, keeping, or having custody or control of an animal. In the case of an animal owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor. A cat may be deemed "unowned" if the cat is found on the property of a natural person or legal entity disclaiming ownership of the cat and no traceable form of identification is displayed on the cat.

Primary means first or highest in rank; principal.

Proper enclosure means any structure or device used to restrict an animal to a limited amount of space such as a fenced area, electronic animal confinement system, building, house, pen, or other device or structure out of which an animal cannot climb, dig, jump, or otherwise escape.

Qualified adoption facilitator, rescue group and animal shelter means an organization offering animals for adoption so long as the organization is licensed as a shelter by the State of Georgia; or if not incorporated in Georgia, is a non-profit organization under section 501(c)(3) of the Internal Revenue Code; and has the express mission/business function of facilitating the sterilization and adoption of homeless and unwanted animals. A copy of the state license or the Internal Revenue Service letter of non-profit designation shall be provided to the county upon request.

Secondary means of second rank; not primary.

Spay/neuter certificate means documentation that certifies that the animal listed therein has been sterilized as of the date of surgery.

Sterilized animal means an animal that has been surgically or chemically altered by a licensed veterinarian in order to render the animal incapable of reproduction.

Stray animal means any animal at large, whether lost by its owner or otherwise, that may be in or on the common areas of apartments, condominiums, trailer parks or other multi-residential premises, any single-family residential property, or any other property or public area without being controlled by a leash, that does not have an identification tag or microchip, and otherwise has no identifiable owner. A community cat shall not be classified as a stray animal, but a cat which has not become a part of the community cat program is a stray animal.

Tethered means an animal attached to a stationary object by a chain, cable or similar device commonly used for the size and type of animal involved. An animal is not considered tethered when the animal is attached to a stationary object, as long as the owner or custodian is physically within reach of the animal. Any tethering device used to tether an animal must be at least ten (10) feet in length.

Unsanitary conditions means an animal living space, shelter, or exercise area contaminated by health hazards, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.

Sec. 6-2. – General responsibilities of owners.

- (a) It shall be the duty of every owner of an animal to take all necessary steps and precautions to protect other people, property, and other animals from injury or damage resulting from such animal's behavior, including, but not limited to, chasing, biting, or otherwise jeopardizing the safety or welfare of the public, regardless of whether such behavior is motivated by mischievousness, playfulness, or ferocity.
- (b) If the owner of an animal is a minor, the parent or guardian of such minor shall be responsible to ensure full compliance with the requirements of this chapter.
- (c) It shall be the duty of every owner of an animal to immediately remove excrement deposited by the animal on any street or right-of-way. The provisions of this subsection shall not apply to any animal aiding the handicapped (e.g., guide dog) or to an animal used for law enforcement related activities.
- (d) Owners may not allow any domesticated or other animals within their control to make any vocalizations in violation of Section 28-161 of this Code.

Sec. 6-3. - Keeping animal under restraint while on owner's property.

- (a) It shall be the duty of every owner of an animal to ensure that the animal is kept under restraint, and that precautions are taken to prevent the animal from leaving, while unattended, the real property limits of its owner.
- (b) It shall be the duty of every owner of an animal to ensure that the animal is securely and humanely enclosed within a proper enclosure as a means of primary restraint. Such enclosure must be secured at any time the animal is left unattended. When outside the proper enclosure but on the owner's property, it shall be the duty of every owner of an animal to ensure that the animal is humanely secured by a leash or lead and under the control of a responsible and competent person; or off leash but under the direct control of a responsible and competent person who is physically present with the animal, provided that such animal is obedient to that person's command.

- (c) Any animal that is housed outside of its owner's house shall be housed in a proper enclosure that complies with the provisions of this Code. The owner shall also ensure that the proper enclosure contains at least one hundred (100) square feet of open space.
- (d) Tethering of an animal is prohibited.
- (e) As a secondary means of restraint to a proper enclosure, an animal may be attached to a running cable line or trolley system providing that:
 - (1) A running cable line or trolley system is set inside a proper enclosure located in a back or side yard;
 - (2) Only one (1) animal may be attached to each running cable line or trolley system;
 - (3) No animal may be attached to a running cable line or trolley system for more than twelve (12) hours in a twenty-four-hour period;
 - (4) No animal may be attached to a running cable line or trolley system between the hours of 10:00 p.m. and 6:00 a.m.;
 - (5) Tethers and cables attaching the animal to the running cable line or trolley system must be made of a substance which cannot be chewed by the animal and shall not weigh more than five (5) percent of the body weight of the animal tethered;
 - (6) A running cable line or trolley system must have a swivel installed at each end and be attached to a stationary object that cannot be moved by the animal;
 - (7) The running cable line or trolley system must be at least ten (10) feet in length and mounted at least four (4) feet and no more than seven (7) feet above ground level and shall be set back a minimum of ten (10) feet from all adjoining property boundaries;
 - (8) The length of the tether from the running cable line or trolley system to the animal's collar should allow access to the maximum available exercise area and allow the animal free access to food, water, and shelter;
 - (9) Be attached to a properly fitted harness or collar not used for the display of a current rabies tag and other identification; and with enough room between the collar and the dog's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal to a running cable line or trolley system; and
 - (10) Be tethered at sufficient distance from any other objects to prohibit the tangling of the cable, from extending over an object or an edge that could result in injury of strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal access to the fence.
- (f) If an electronic animal confinement system is used to confine an animal, it shall:
 - (1) Provide a properly fitted and working signal device that will be worn by the animal to be enclosed.
 - (2) Contain a permanent and prominently displayed sign at the main point of ingress to the property. The sign shall be six (6) inches square, and shall read: "Caution—Electronic Animal Confinement System." Such sign shall be made of durable material, maintained in good condition, and shall not be located in the public right-of-way.

Sec. 6-4. - Duty to restrain while off owner's property.

It shall be the duty of any person to keep an animal under physical restraint and control through the use of a lead or leash no longer than six (6) feet at all times while the animal is off the real property limits of the owner. Such areas shall not include areas within city parks that are specifically designated and clearly marked as off leash areas.

Sec. 6-5. - Animals at large.

It shall be unlawful for the owner of an animal to allow it to run at large unattended on or about the streets, rights-of-way, and highways of the city, except for those areas within city parks that are specifically designated and clearly marked as off leash areas; unattended on or about the common property of any apartment complex or condominium community; or on the property of another person without permission of the owner of that property. This section shall not apply to dogs being used for hunting in accordance with state law, rules and regulations.

Sec. 6-6. - Transportation of animals in open air vehicles.

If transporting an animal in an open-air vehicle, the owner is responsible for securing the animal so as to prevent the animal from escaping out of the vehicle, getting tangled, or extending over the edge of the vehicle such that injury or strangulation of the animal could result while the vehicle is in motion.

Sec. 6-7. - Hazardous animals.

No person shall own, keep, harbor, house, or permit to be kept, harbored or housed, a hazardous animal within the city.

Sec. 6-8. - Guard dogs.

It shall be the duty of the owner of a guard dog to display in a prominent place on their premises, and at each entrance or exit to the area where such dog is confined, a sign which reads, in letters at least three-quarters (3/4) of an inch high, "Guard Dog," and lists the name and contact number of the owner of the dog in same size type. Such signs shall be eight and five-tenths (8.5) by eleven (11) inches. Such sign shall be made of durable material, maintained in good condition, and shall not be located in the public right-of-way.

Sec. 6-9. - Rabies tag; rabies vaccination and animal registration.

- (a) The requirements of this section only apply to owners of dogs, cats or ferrets, provided the dog, cat or ferret is three (3) months old or older.
- (b) DeKalb County shall promulgate and administer the process for verification of rabies vaccinations and registration of dogs, cats or ferrets set forth in this section and may utilize county employees or third parties to handle any or all parts of this process. DeKalb County shall determine what information is needed from veterinarians and owners in order to verify rabies vaccinations and complete the required registration process.
- (c) It shall be the duty of any owner of any dog, cat, or ferret to obtain a current rabies vaccination from a licensed veterinarian periodically as ordered by the veterinarian.
- (d) After vaccination, it shall be the duty of any owner of any dog, cat or ferret to register each inoculated animal with DeKalb County or its designee and pay the associated registration fee.
- (e) Veterinarians shall verify that an animal has received a rabies vaccination and shall advise the county or its designee of said vaccination in a manner and form specified by DeKalb County.
- (f) Each veterinarian shall obtain registration information from the owner of each inoculated animal and shall forward such information and verification of the rabies vaccination to the

DeKalb County or its designee within thirty (30) days of inoculation of every dog, cat, or ferret.

- (g) Upon receipt of verification of rabies vaccination and the required registration information, the county or its designee shall contact the owner of the inoculated dog, cat, or ferret and shall require the owner to register the animal with DeKalb County. Upon registration of the dog, cat or ferret and payment of the registration fee, DeKalb County or its designee shall forward the appropriate rabies inoculation tag for that animal to the owner.
- (h) Registration also can be handled through a licensed veterinarian's office at the time of inoculation in the manner provided in this section. If a veterinarian agrees to handle registration, rabies inoculation tags shall be provided to licensed veterinarians. At the time of inoculation, veterinarians shall request that owners simultaneously pay the County's registration fee, which if collected shall be forwarded with the registration form and rabies certificate to DeKalb County or its designee by the veterinarian. For every registration fee collected by the veterinarian and remitted to the County or its designee, the veterinarian may keep an administrative processing fee in an amount to be established by DeKalb County.
- (i) If an owner refuses to pay the registration fee to the veterinarian, the veterinarian shall notify DeKalb County or its designee of such refusal when it forwards the rabies certificate and the completed registration form to the county or its designee. Thereafter, the owner shall pay the registration fee directly to DeKalb County or its designee.
- (j) It shall be the duty of any owner of a dog, cat, or ferret to provide a collar or harness for such animal. The collar or harness, together with the rabies inoculation tag, shall be worn by the animal at all times.

Sec. 6-10. – Transfer of Ownership.

- (a) It shall be unlawful for any person to abandon, sell, trade, swap or give away animals within the real property limits of buildings or surrounding grounds belonging to the city.
- (b) It shall be unlawful for any person to give away or sell any animal on any public roadway or right of way in the city.

Sec. 6-11. - Transient animals.

A dog, cat, or ferret shipped or transported through the city or entering the city for less than fifteen (15) days shall be exempt from licensing fees and collar and tag sections of this chapter. However, all other provisions of this chapter are applicable to such transient animals. In addition, proof of a current rabies vaccination or health certificate for such animal must be available for inspection by law enforcement at any time the animal is within the boundaries of the city.

Sec. 6-12. - OCVI health certificate required.

- (a) The owner of any cat or dog, sterilized or unsterilized, that is sold, or exchanged for valuable consideration is required to give the new owner a current, valid OCVI health certificate at the time of exchange or sale. The OCVI health certificate must be available for review by potential new owners at the time any dog or cat is offered for sale or exchange, for valuable consideration. A current OCVI health certificate must be presented to any animal control officer upon request for review.
- (b) Qualified adoption facilitators, rescue groups, and animal shelters are exempt from the requirements of this section.

- (c) Each animal found to be without an OCVI health certificate shall be considered a separate violation of this section by the owner of the animal. Animals shall not be subject to impoundment for violations of this section.

Sec. 6-13. – Designation of Dog Control Officers.

- (a) For the purposes of the Georgia Responsible Dog Ownership Act, O.G.C.A. § 4-8-20 et. seq., law enforcement officers of the DeKalb County Police Department are hereby designated as dog control officers.
- (b) The dog control officers designated by this section shall be responsible for the proper administration and enforcement of all duties imposed by the state law referenced in this section and the provisions of this chapter.

Sec. 6-14. - Enforcement generally.

- (a) Dog control officers may respond to anonymous complaints of violations of this chapter. If the owner or custodian of an animal is unknown or not present, and such animal is upon the public streets, alleys, sidewalks, school grounds or other public places or premises, or is upon another person's property without permission or absent proper restraint, they shall immediately impound the animal in a facility designated for the detention of animals.
- (b) Any stray cat without any traceable form of identification that is impounded or brought to the animal service center and deemed eligible may be transferred immediately to the community cat program.
- (c) Any community cat or unowned, free-roaming cat that is not healthy in the opinion of qualified county employees or designees shall be impounded. No healthy community cat shall be impounded unless it:
 - (1) Damages the personal or private property of a person or legal entity that seeks its impoundment; or
 - (2) Creates unsanitary conditions, offensive or objectionable odors.
- (d) An animal may be euthanized when, in the judgment of a dog control officer, it is determined that:
 - (1) At the scene of an accident an animal is injured beyond medical help, and no traceable form of identification is displayed on the animal;
 - (2) An animal presented to the animal service center without traceable form of identification is injured beyond medical help, or exhibits obvious signs of infectious disease or parasite infestation that would impose a health risk to animals housed in the animal service center; and
 - (3) A veterinarian has determined from all the circumstances that it would be inhumane not to euthanize a particular animal.

Sec. 6-15. – Penalties.

Dog control officers shall direct violations of state law to the appropriate court of competent jurisdiction. Violations of this chapter, which are not violations of state law, shall be directed to the Municipal Court of the city. Violations of this chapter are punishable in accordance with Section 1-7 of this Code.

SECTION II.

This ordinance shall become effective immediately upon adoption.

SO ORDAINED, this 10th day of October 2023.

Approved:

Frank Auman, Mayor
City of Tucker

ATTEST:

Bonnie Warne, City Clerk

[SEAL]



MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director and Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: October 3, 2023
RE: Memo for Transportation Master Plan Update

Description for on the Agenda:

First read of an ordinance to update the Transportation Master Plan.

Issue:

The City of Tucker has been working to improve crime, resolve property issues, provide better access, and ensure new development is compatible with the goals of the Comprehensive Plan in the Juliette Road/Richardson Street corridor for several years. Projects include new sidewalks along Juliette Road, repaving and safety improvements along Juliette Road including a new four way stop at Juliette Road and Stone Mill Way, street lighting and median landscaping improvements along Juliette Road, the installation of a flock camera, city-initiated rezoning of eight properties, the dedication of a portion of Richardson Street that was privately owned, our multifamily code compliance program, and collaboration with DeKalb PD.

Several residents have expressed concern about the limited access in and out of this area and a new business on Richardson Street has expressed concern about unsafe conditions at the intersection of E Ponce de Leon. In order to continue our efforts to improve this community, staff is proposing to amend the Transportation Master Plan to include a connection between E Ponce de Leon Avenue and Stone Mill Way to provide better access for emergency services and residents, as well as safer road conditions.

The amendment to the Transportation Master Plan follows the 2023 update to the Tucker Tomorrow Comprehensive Plan, which includes specific priorities for this neighborhood in Goal 2 (Improve Transportation Connections) and Goal 3 (Preserve and Improve Neighborhoods). The Transportation Master Plan was not included in the adoption of the 2023 Tomorrow Tomorrow Comprehensive Plan Update in June of this year as a major update to the Transportation Master Plan is expected in 2024/2025. However, small changes need to occur in existing codes and city documents in the interim. This includes updates to the zoning ordinance (TA-23-0004) and the Transportation Master Plan.

Relevant Comprehensive Plan Language from 2023 Update includes:

Goal 2 Policy 2:

"The Juliette Road/Richardson Street Corridor is also an area of community concern due to lack of connectivity and poor streetscape design. The city is encouraged to continue efforts to better connect these streets and improve design to accommodate vehicular, pedestrian and cyclist movement. This area is also discussed in Goal 3 in regard to housing conditions."

Goal 3 Policy 4:

“Of particular concern is the Juliette-Richardson Corridor and the naturally occurring affordable housing complexes in this neighborhood. This area received multiple code enforcement violations and has high crime rates. As mentioned in Goal 2, the city is investing in street improvements in this corridor to address safety. Similarly, the city is encouraged to continue efforts to improve the multi-family livability and safety of this neighborhood.”

Recommendation:

Staff recommends updating the Transportation Master Plan.

Summary:

The following tables/figures are proposed to be amended in the Transportation Master Plan to reflect the addition of a connection between E Ponce de Leon and Stone Mill Way:

- Amend Table 6 on page 20
- Amend Figure 9 on page 22
- Amend Figure 10 on page 24
- Amend Figure 15 on page 30
- Amend Table 7 on page 32

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF TUCKER, GEORGIA, FOR THE PURPOSE
OF AMENDING THE TUCKER STRATEGIC TRANSPORTATION MASTER PLAN.**

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 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 adopted the first Tucker Strategic Transportation Master Plan in 2019 as a comprehensive document outlining the transportation policies and strategies for the city; and

WHEREAS, the Strategic Transportation Master Plan demonstrates the city's commitment to proactively addressing transportation challenges and ensuring a safe commuting experience for its residents and visitors; and

WHEREAS, modifications are needed to the Tucker Strategic Transportation Master Plan to address new priorities outlined in the 2023 Tucker Tomorrow Comprehensive Plan; and

WHEREAS, Mayor and City Council desire to amend Table 6 and 7, as well as Figures 9, 10, and 15 to include a recommended connection between E Ponce de Leon and Stone Mill Way; and

WHEREAS, a Public Meeting was held by the Mayor and City Council of Tucker on October 10, 2023 and October 23, 2023; 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 a Special Called Session on October 23, 2023, hereby ordains and approves the amendments to the Tucker Strategic Transportation Master Plan as shown in attached document titled "Strategic Transportation Master Plan October 23, 2023."

So effective this 23rd day of October 2023.

Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL



Strategic Transportation Master Plan

October 23, 2023

Today. Tomorrow. Together.



Document Revision Note:

This document includes a minor amendment to the adopted Transportation Master Plan, as passed by City Council in 2019. The Transportation Master Plan provides a comprehensive blueprint for the development and improvement of Tucker's infrastructure. This amendment includes adding the Richardson Street Improvement project to the project list. This project aims to address a safety issue by providing better sight distance and intersection spacing away from the US 78 ramp, while also upgrading the street to current standards and adding an adjacent sidewalk. Revisions were made within this document to include this new project, identified as Project ID C-2 in the tables and figures within.

This amendment to the Transportation Master Plan demonstrates the City's commitment to proactively addressing transportation challenges and ensuring a safe commuting experience for its residents and visitors.

The amended Transportation Master Plan was presented to City Council on October 10, 2023 and October 23, 2023 for review and passage.

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Acknowledgements

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Introduction

Located in DeKalb County, Georgia, the City of Tucker borders Gwinnett County and the cities of Chamblee, Clarkston, Stone Mountain, and Decatur. Originally established as a railroad community in 1892 and incorporated in 2016, this diverse, lifelong community is the 27th most populated city in the state. This citywide Strategic Transportation Master Plan has been developed to address streets, trails, sidewalks, transit and parking as well as connecting Tucker's many neighborhoods, the downtown, schools, shopping, the library and recreation facilities. This plan serves as the Transportation Element of the City's Comprehensive Plan – Tucker Tomorrow.

This Strategic Transportation Master Plan includes an analysis of existing and future transportation needs and identifies policies, projects and programs to remedy transportation issues and meet future needs throughout the City. Over the span of six months of planning and analysis, the City of Tucker and its consultant team - VHB, Gresham Smith and Partners, and The Collaborative - collaborated with residents and key stakeholders to create this strategic plan. An extensive public engagement effort involved residents and stakeholders through a stakeholder advisory committee, numerous community meetings, city council meetings and individual briefings. Information about the project and comments received were collected, considered and documented. Draft materials, presentations and comments collected were uploaded to the City's website throughout the process.

Coordination with Previous and Ongoing Plans and Studies

This transportation plan builds on several prior studies and is coordinated with several other ongoing City initiatives. Table 1 highlights previous plans the conducted in the City of Tucker, which were also used in the consultant team's analysis of existing conditions, vision and goal settings, and formulating recommendations to strategically recommend projects and highlight concerns for the citizens of Tucker. The project team and City staff coordinated closely with the other ongoing City initiatives listed in Table 1 – attending community meetings and meeting with other consultants to review details of the various plans.

Table 1: Previous and Ongoing Plans and Studies

Plans and Studies	Year Completed
DeKalb County 2035 Comprehensive Plan	2017
Tucker Tomorrow	2018
Tucker Neighborhood Strategic Plan	2000
Downtown Tucker Area Livable Centers Initiative Study	2005
Tucker-Northlake Community Improvement District Master Plan Study	2015
Student Vision 10 Year Plan City of Tucker	2017
Tucker Trails Master Plan	2018-2019 (ongoing)
Tucker Historic Resource Report	2018-2019 (ongoing)
Tucker Downtown Master Plan	2018-2019 (ongoing)
Tucker Parks Master Plan	2018-2019 (ongoing)
Tucker Sign Ordinance and Overlay Zoning Rewrite	2018-2019 (ongoing)

Existing Transportation Conditions

The City of Tucker is a multimodal community that provides access to roads, transit, pedestrian and bicycle facilities, proximity to other county transportation agencies, access to interstate highways and industrial freight traffic. For this plan, the project team focused on the infrastructure and movement for people who use transit, drive vehicles, walk, and ride bicycles. The project team has taken inventory of existing transportation conditions including, but not limited to, number of lanes, functional class, traffic signals, daily traffic volumes, pedestrian facilities, bicycle facilities, and transit facilities and services.

Roadway Conditions

Some roadway characteristics in Tucker are evidence of the early time in which those roads were originally built, such as streets which radiate from the center of town because railroad access was critical to the early local economy. Many streets have been expanded and updated over time. Today, Tucker is served by a network of freeways, arterials, collectors and local streets. Some major roads (Lawrenceville Highway, Lavista Road, Stone Mountain Freeway, I-285) are maintained by the Georgia Department of Transportation and carry state and/or US highway numbers. The balance are local roads – and, their operation and maintenance are now the responsibility of the City of Tucker.

Figure 1 shows the current functional classification of roads in Tucker – showing the hierarchy from local streets all the way up to major arterials. Functional classification is the system of roadway classification defined by the Federal Highway Administration (FHWA) to denote the role of each roadway in the network. Functional classification is also used to determine which streets must be included in regional air quality modeling, to convey expectations about roadway design, and to determine eligibility for funding under the Federal-aid program. The FHWA classifications and characteristics of each are summarized in Table 2.

Table 2: Roadway Functional Classifications

Functional Classification	Characteristics
Major (or Principal) Arterial	Serve major activity centers; highest traffic volume corridors; longest trip demands; serve demand for travel between central business district and outlying residential areas
Minor Arterial	Augment major arterials; serve trips of moderate length; distribute traffic to smaller geographic areas than major arterials; provide more land access than major arterials
Collector	Serve both land access and traffic circulation; connect to residential neighborhoods; distribute trips between local roads and arterials; higher speeds and more signalized intersections than local roads
Local	Provide direct access to adjacent land and uses; connect to collector and arterials roadways; carry little or no through traffic

Source: FHWA Highway Functional Classification Concepts, Criteria and Procedures, 2013 Edition.

Figure 2 shows the number of lanes in addition to the Functional Classifications. The Major Arterials (Lawrenceville Highway and Mountain Industrial Boulevard) are 4 or more lanes, while Minor Arterials may be 2-5 lanes and Collectors are typically only 2-3 lanes. And, Figure 3 displays average daily traffic volumes in addition to the Functional Classifications. Daily traffic volumes displayed in Figure 3 were sourced from the Georgia Department of Transportation’s daily count stations from 2016 for major and minor arterials. As expected, the highest daily traffic volumes are generally found on the major and minor arterials roadways, while lower traffic volumes are typically seen on the Collector roadways. Though Mountain Industrial Boulevard is not a state or US route, it is a four-lane road major arterial, having two through lanes in each direction and a traffic volume of 38,000 vehicles per day.

The FHWA’s Highway Functional Classification Concepts, Criteria and Procedures describes the considerations for determining the most appropriate classification of a roadway. Proposed changes to classifications are processed through the Metropolitan Planning Organization (the Atlanta Regional Commission for the Atlanta urbanized area) and then reviewed and approved by the state DOT and FHWA. The ARC may consider proposed changes at any time. The project team has carefully reviewed the currently adopted FHWA Functional Classifications and

found no major concerns with the currently adopted classifications. One potential modification is suggested for consideration - changing Northlake Parkway from Collector to Minor Arterial, based on the FHWA guidance summarized above in Table 2. This suggested change does not affect funding eligibility nor air quality modeling, but could be considered during the ARC's next major functional classification updates.

Traffic control is provided through a network of traffic signals and stop-controlled intersections. The City works with the Georgia DOT to manage and maintain its many traffic signals. The City's traffic signals are located on Figure 4. Currently, these traffic signals are not all connected in a manner which allows them to be remotely monitored or managed. A more detailed inventory and assessment of traffic signalization needs is appropriate in order to better manage this important element of the transportation infrastructure.

Figure 1 - Roadway Functional Classifications

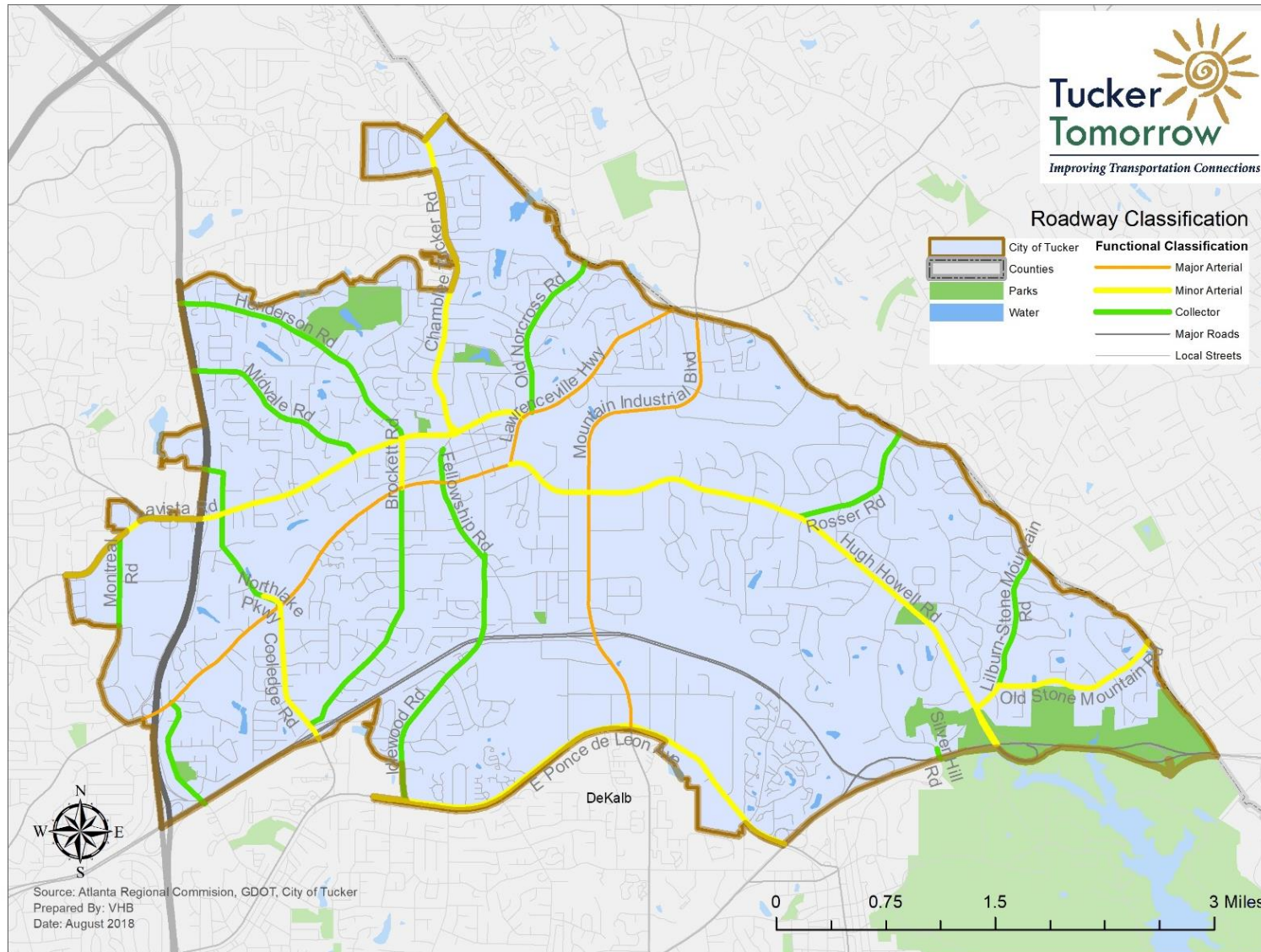
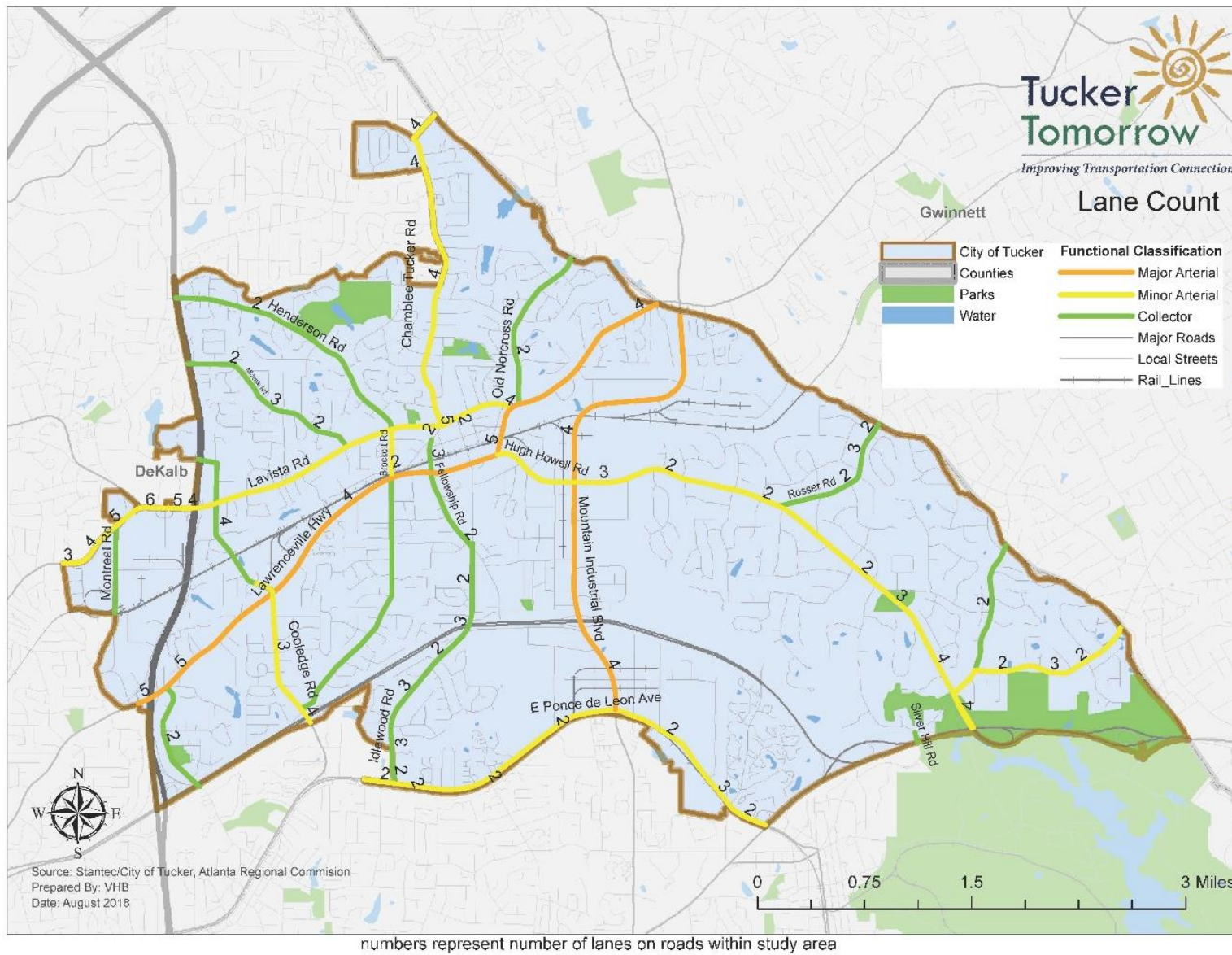


Figure 2 - Roadway Number of Lanes



Tucker Tomorrow
Improving Transportation Connections

Traffic Volumes

Functional Classification

- Major Arterial
- Minor Arterial
- Collector
- Major Roads
- Local Streets

Legend

- City of Tucker
- Counties
- Parks
- Water

Traffic Volume Data (Approximate):

Road Segment	Volume
Mountain Industrial Blvd	31700
Rosser Rd	22400
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Lawrenceville Hwy	22900
Montreal Rd	22900
Chamblee Tucker Rd (North)	25000
Chamblee Tucker Rd (South)	25000
Old Stone Mountain Rd	9430
Liburn-Stone Mountain Rd	22400
Idlewood Rd	9320
Brockett Rd	9320
Lawrenceville Hwy	12800
Montreal Rd	22900
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Mountain Industrial Blvd	31700
Rosser Rd	22400
Old Stone Mountain Rd	9430
Liburn-Stone Mountain Rd	22400
Idlewood Rd	9320
Brockett Rd	9320
Lawrenceville Hwy	12800
Montreal Rd	22900
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Mountain Industrial Blvd	31700
Rosser Rd	22400
Old Stone Mountain Rd	9430
Liburn-Stone Mountain Rd	22400
Idlewood Rd	9320
Brockett Rd	9320
Lawrenceville Hwy	12800
Montreal Rd	22900
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Mountain Industrial Blvd	31700
Rosser Rd	22400
Old Stone Mountain Rd	9430
Liburn-Stone Mountain Rd	22400
Idlewood Rd	9320
Brockett Rd	9320
Lawrenceville Hwy	12800
Montreal Rd	22900
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Mountain Industrial Blvd	31700
Rosser Rd	22400
Old Stone Mountain Rd	9430
Liburn-Stone Mountain Rd	22400
Idlewood Rd	9320
Brockett Rd	9320
Lawrenceville Hwy	12800
Montreal Rd	22900
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Mountain Industrial Blvd	31700
Rosser Rd	22400
Old Stone Mountain Rd	9430
Liburn-Stone Mountain Rd	22400
Idlewood Rd	9320
Brockett Rd	9320
Lawrenceville Hwy	12800
Montreal Rd	22900
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Mountain Industrial Blvd	31700
Rosser Rd	22400
Old Stone Mountain Rd	9430
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Idlewood Rd	9320
Brockett Rd	9320
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Montreal Rd	22900
Chamblee Tucker Rd	25000
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Mountain Industrial Blvd	31700
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Lawrenceville Hwy	12800
Montreal Rd	22900
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Mountain Industrial Blvd	31700
Rosser Rd	22400
Old Stone Mountain Rd	9430
Liburn-Stone Mountain Rd	22400
Idlewood Rd	9320
Brockett Rd	9320
Lawrenceville Hwy	12800
Montreal Rd	22900
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Mountain Industrial Blvd	31700
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Idlewood Rd	9320
Brockett Rd	9320
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Liburn-Stone Mountain Rd	22400
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Brockett Rd	9320
Lawrenceville Hwy	12800
Montreal Rd	22900
Chamblee Tucker Rd	25000
Old Norcross Rd	2110
Mountain Industrial Blvd	31700
Rosser Rd	22400
Old Stone Mountain Rd	94

Figure 4 - Traffic Signal Locations

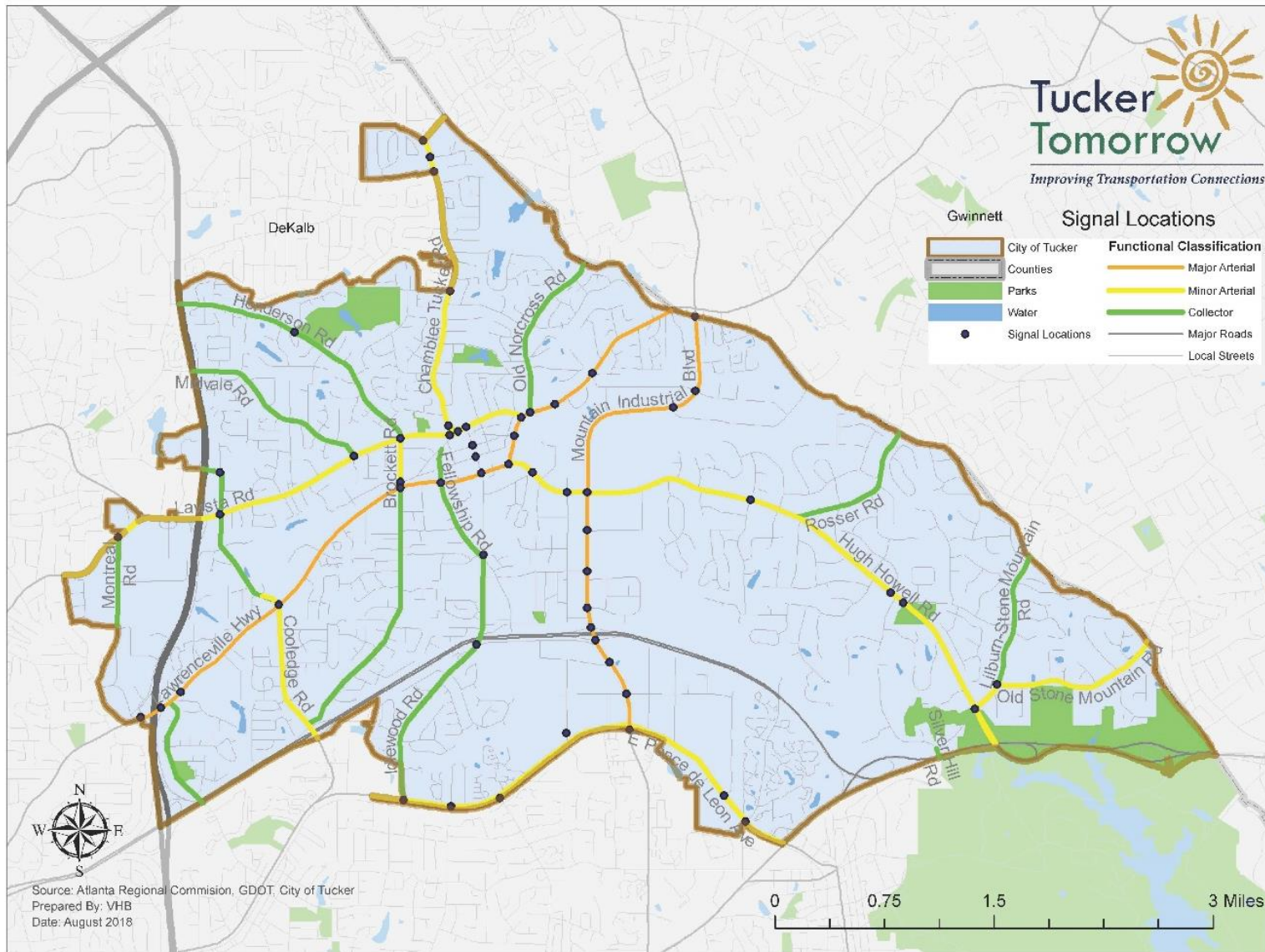
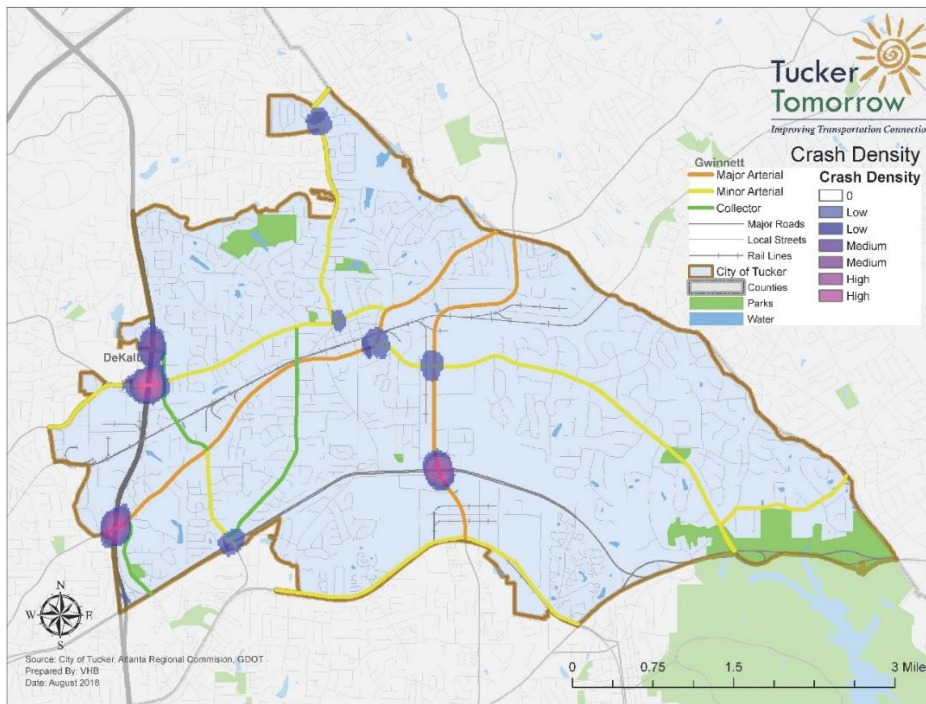


Figure 5 - Vehicular Crashes



The City has recently undertaken an examination of the top 20 high crash intersections in the City. That analysis included very specific recommendations at many of those intersections for modifications intended to reduce the potential and/or severity of crashes. That detailed analysis is documented separately.

As part of the STMP, the project team also mapped the density of crashes throughout the City. Figure 5 displays the citywide crash history as crash density, where locations having a greater frequency of crashes are purple and dark blue. As shown, crash density has been greatest generally at locations such as near I-285 on Lavista Road, on Lawrenceville Highway near I-285 and at two nodes on Mountain Industrial Boulevard. These locations correspond to where traffic volumes are highest and traffic congestion is most noticeable. Intersection and street improvement projects at or near each of these locations are recommended later in this document to address traffic flow, traffic safety and pedestrian safety.

Pedestrian and Cycling Facilities

Sidewalks in Tucker are particularly valued assets as they provide mobility options for people who may not be able to drive or simply choose to walk. Sidewalks provide safe connections for people of all ages and abilities, and especially for people in wheelchairs and minors (under age 16) on bicycles. Sidewalks not only facilitate travel to work and home, they also offer opportunity for social interaction, active living, access to green space, increased health benefits of walking, and reduce the emission of greenhouse gases.

Remnants of the classic American street grid plan, with wide north/south streets, east/west avenues, and alleys subdividing blocks, are present in downtown Tucker. In addition to completing sidewalks missing along existing streets, rights-of-way should be secured to restore and expand the pedestrian and vehicular grid downtown creating a more walkable, accessible, and pedestrian friendly city center. Connecting dead end streets and using alleys for pedestrian access, in conjunction with existing and planned sidewalks, supports the goals of the Tucker LCI Study and the Comprehensive Plan by increasing opportunities to live, work, and gather as a community in a unique downtown.

Pedestrian facilities are paramount for vulnerable populations in Tucker, such as the elderly, people of different abilities, and students. While walking in Tucker, people may have to navigate grass and gravel in their path where formal sidewalks are lacking. In areas where sidewalks are not formally developed, people who rely on mobility tools such as wheelchairs, strollers, and walkers find great difficulty in maintaining their strides along corridors with large volumes of vehicular traffic that are often traveling at intimidating speeds of 35 miles per hour and greater.

Tucker currently has a total of approximately 55 miles of sidewalks. Figure 6 displays Tucker's existing sidewalk network. While some streets have continuous sidewalks, others have gaps or are completely lacking sidewalks. Completing the missing sidewalks would ensure that people can walk safely anywhere in the City. Figure 5 also shows roadways with raised medians and locations of midblock pedestrian crossings. There are 12 median locations and 12 midblock crossings on roadways in Tucker. The raised medians may provide opportunities for pedestrian crossing refuge areas as part of future improvements. Existing midblock pedestrian crossings are located on Lavista Road, Mountain Industrial Boulevard, Lawrenceville Highway, and Northlake Parkway. (The City is currently examining the potential to construct additional midblock crossing where demand exists and physical conditions allow.)

Existing multiuse trails and bicycle facilities are displayed in Figure 7 (in addition to sidewalks). The Stone Mountain Trail (a multiuse trail) is located along E Ponce de Leon Avenue along the City's southern boundary and a bike lane exists along a short section of Idlewood Road. A state-designated bike route exists along Old Stone Mountain Road, although there is no actual bike infrastructure present.

Figure 6- Existing Median and Midblock Crosswalk Locations

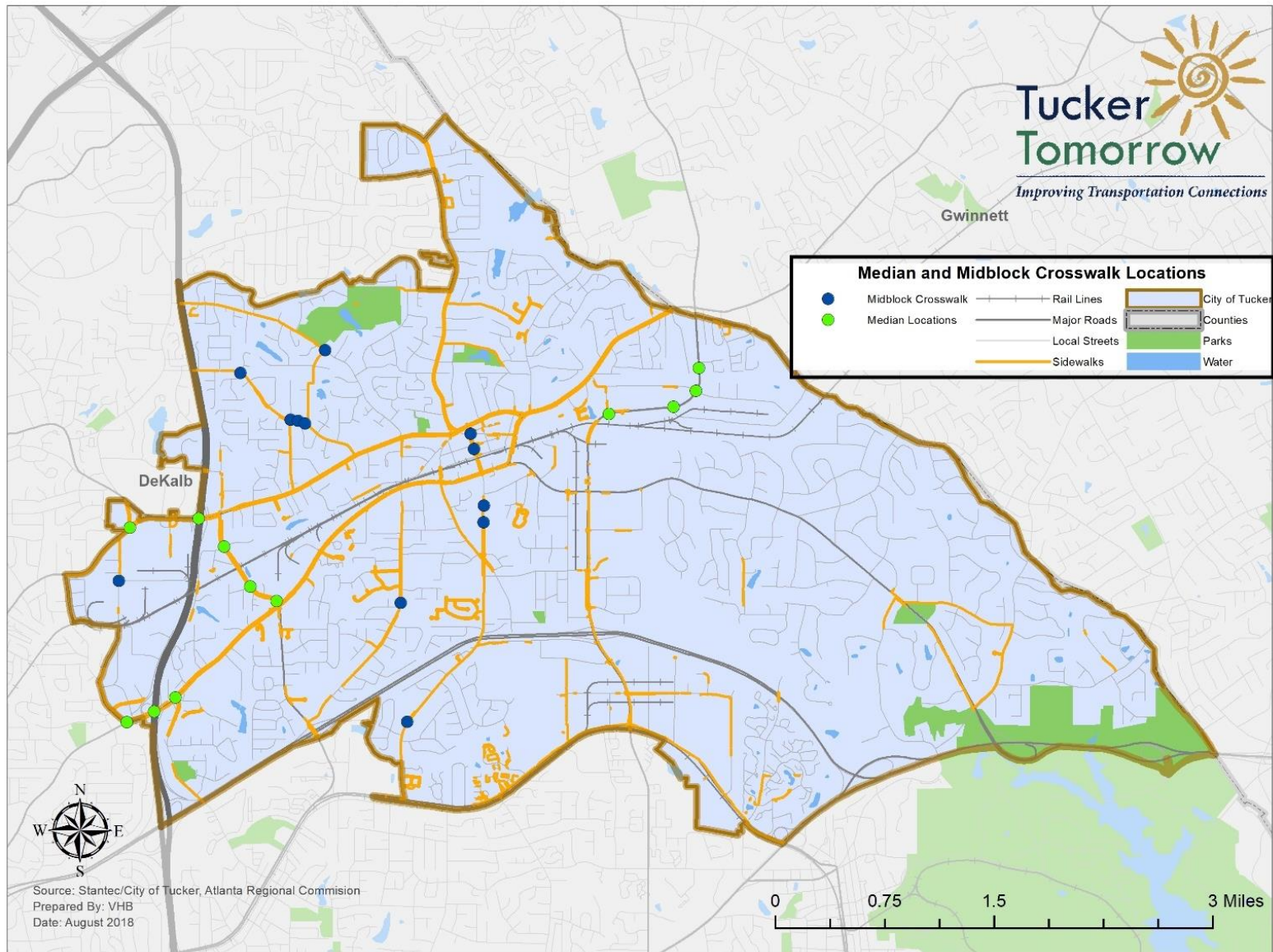
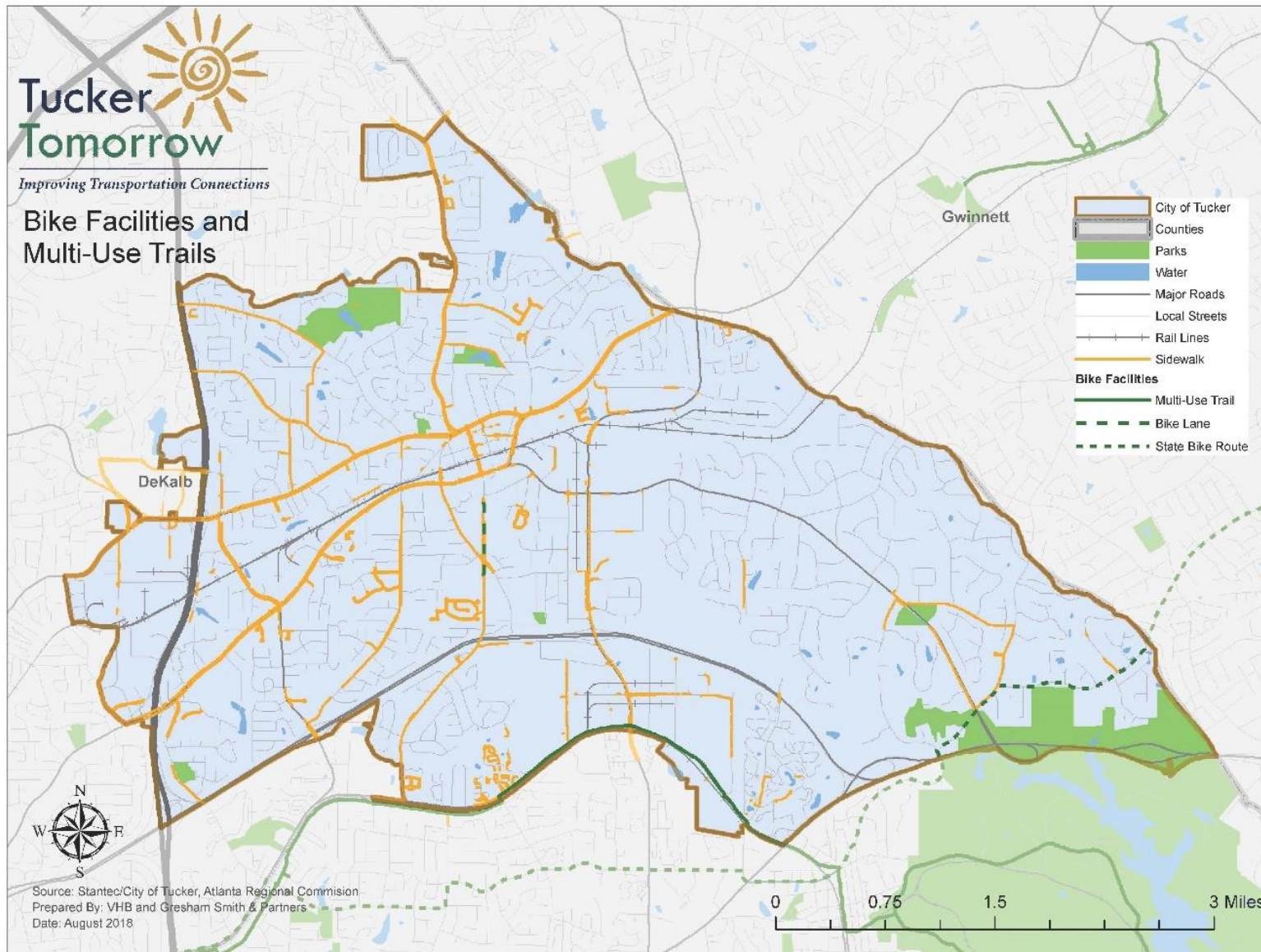


Figure 7 – Existing Bike Facilities and Multi-Use Trails



Transit Service and Ridership

Tucker is currently serviced by seven MARTA routes that serve downtown Tucker, the Lawrenceville Highway corridor, the Mountain Industrial Boulevard corridor, and provide service to the MARTA Rail's Blue and Gold lines with connections to Lindbergh, Avondale, Kensington, Doraville, and Chamblee Stations. Figure 8 displays these routes throughout the community. MARTA Route 120 along East Ponce De Leon Avenue and Route 121 along North Hairston Road have the highest number of daily riders. More detailed information on average daily bus route and station ridership can be found in Table 3 and Table 4.

Adjacent to the Tucker's city limits are Gwinnett County Transit Routes 20 and 30 along Jimmy Carter Boulevard and Lawrenceville Highway with access to Beaver Run and Lilburn, which are not shown. In addition, SRTA Xpress routes 418, 424, and 428 operate nearby. (Gwinnett and SRTA routes are not shown on Figure 8.

In addition to these existing transit services, there are certain ongoing regional transportation projects which will afford the City of Tucker opportunities to see expanded transit services. Firstly, MARTA and DeKalb County are investigating the opportunity to construct several local Mobility Hubs in DeKalb County. A Mobility Hub is a small transit center located where multiple bus routes intersect to better serve passengers at these busier locations. A Mobility Hub may include bus bays, a covered waiting area, passenger information (such as maps, schedules and real-time information about arriving buses), restrooms, vending, etc. MARTA and DeKalb County are currently discussing the feasibility of locating one of these local Mobility Hubs in Tucker, potentially near the intersection of Lawrenceville Highway/Idlewood Road/Main Street, where several routes currently intersect.

Secondly, the Georgia Department of Transportation (GDOT) is currently developing plans to construct Express-Toll Lanes (ETL) along I-285 across the "top end" (I-75 to I-85) and from I-85 to I-20 in DeKalb County. This planned ETL system (also called a Managed Lane system) will use a variable toll as a means to manage demand in the express lanes, thereby managing the volume of traffic and maintain desirable travel speeds. These planned ETL facilities, then, will provide an excellent opportunity to run fast and efficient express bus service. Unlike local bus service which serves local trips and makes frequent stops, express bus service (like the SRTA Xpress routes) serves longer trips and makes fewer stops. Express service is appropriate to connect residential areas to employment centers or to regional transit hubs. The GDOT's planned managed lane system along I-285 will provide an envelope within which to run additional express bus service connecting parts of DeKalb County to Doraville MARTA and to the Perimeter Center employment district. This provides an excellent opportunity to include access or provisions for express bus service from the Northlake area of Tucker to express bus services in I-285. (There is currently no similar plan for US 78; although further study is recommended in the policy recommendations later in this document.)

Figure 8 - Transit Services

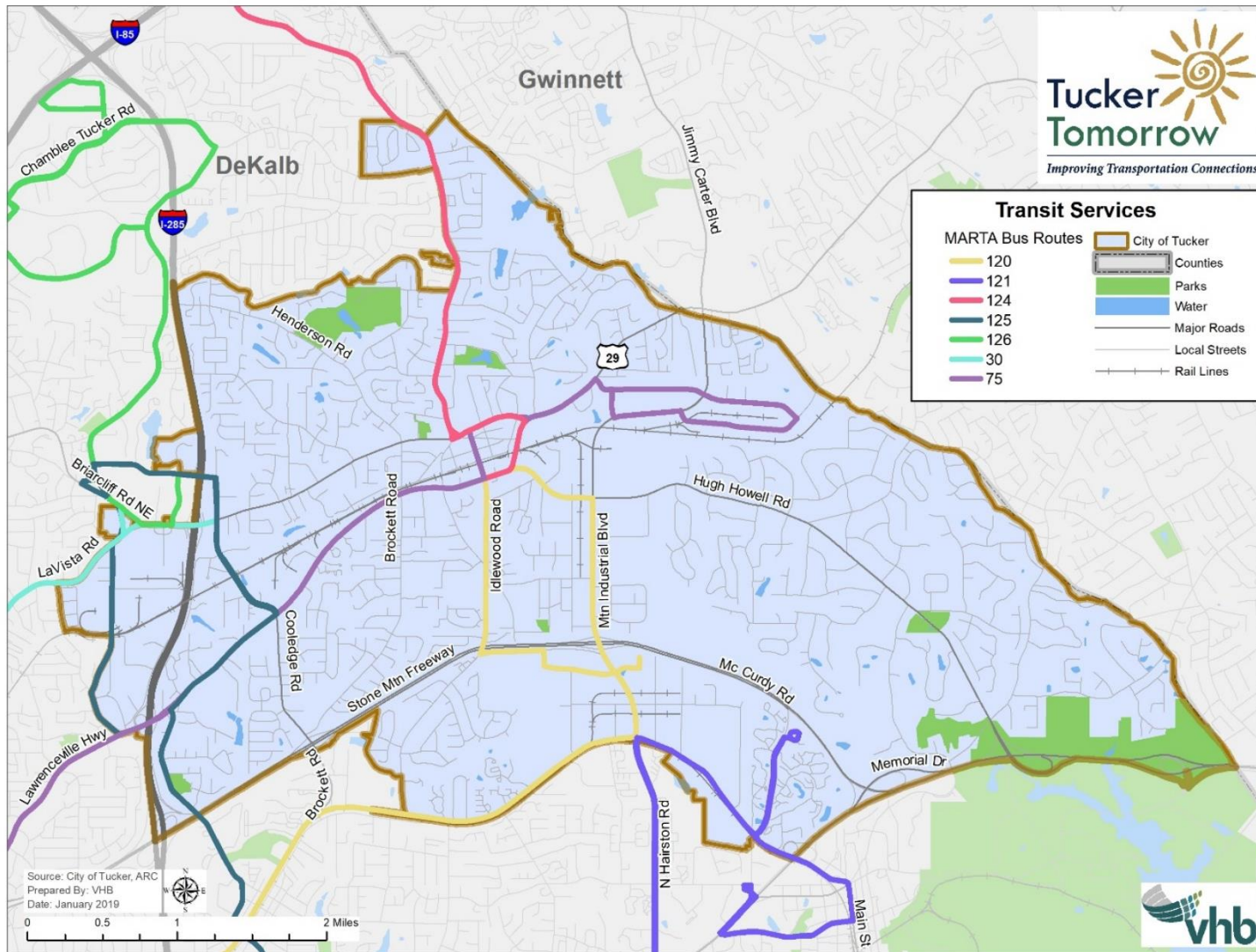


Table 3: MARTA Bus Route Ridership

Route #	Route Name	Weekday		Saturday		Sunday	
		Ons	Offs	Ons	Offs	Ons	Offs
30	Lavista Road	521	525	347	356	278	286
75	Lawrenceville Highway	1361	1364	744	749	526	536
120	East Ponce De Leon Avenue	2107	2142	1440	1476	1149	1189
121	Memorial Drive / N Hariston Road	3744	3723	2642	2633	2118	2108
124	Pleasantdale Road	1579	1584	848	850	694	702
125	Clarkston / Northlake	1854	1849	940	945	708	714
126	Chamblee Tucker Road	769	768	404	403	334	335

* December 2017 through April 13, 2018

Table 4: Average Daily MARTA Rail Ridership

MARTA Station	Line	Weekday		Saturday		Sunday	
		Ridership	Time	Ridership	Time	Ridership	Time
Avondale	Blue	3,365	4:45 am - 1am	1,870	6 am - 1 am	1,404	6 am - 1 am
Chamblee	Gold	3,721	4:45 am - 1am	1,871	6 am - 1 am	1,425	6 am - 1 am
Doraville	Gold	5,476	4:45 am - 1am	3,154	6 am - 1 am	2,203	6 am - 1 am
Kensington	Blue	5,565	4:45 am - 1am	3,390	6 am - 1 am	2,692	6 am - 1 am
Lindbergh	Red / Gold	7,802	4:45 am - 1am	4,603	6 am - 1 am	3,639	6 am - 1 am

Community Input

During the course of the project, the project team conducted three stakeholder advisory committee meetings, three public meetings, and one city council meeting as follows:

- Stakeholder Meeting 1 Monday, August 27, 2018
- Stakeholder Meeting 2 Tuesday, September 25, 2018
- Stakeholder Meeting 3 Thursday, November 1, 2018
- Community Meeting 1 Thursday, September 13, 2018
- Community Meeting 2: Thursday, November 15, 2018
- Community Meeting 3: Thursday, January 17, 2019
- City Council Presentation: Monday, February 25, 2019

Information distributed and discussed at each meeting is made part of the meeting documentation and was shared on the City's website throughout the project. The stakeholder advisory committee played an important role by contributing their time and input to help formulate the transportation vision statement and objectives, review preliminary findings and recommendations, and serve as a sounding board prior to each community meeting. Community meetings involved a combination of formal presentations, displays, Q&A sessions, time for one-on-one conversation with project team members, and collection of written comments and suggestions.



For more detailed notes about meeting agendas and minutes, please see the appendix or visit: www.tuckertomorrowplan.com/community-meetings.

Vision and Objectives

Identifying the City's vision and goals for transportation began with first reviewing input received during preparation of the Tucker Tomorrow plan – the City's Comprehensive Plan. The Strategic Transportation Master Plan examined the transportation conditions and sought additional community input to build on that understanding and refine the vision for transportation. The Tucker Tomorrow plan clearly discusses the importance of connecting all communities within Tucker to one another and to parks, recreational opportunities, and to downtown Tucker. That vision was confirmed by the input heard during the Strategic Transportation Master Plan. With additional input around those ideas, the following vision and goals were defined:

Transportation Vision: To Enhance Tucker by connecting places and people with safe travel options, today, tomorrow, together.

Transportation Objectives:

- Provide connectivity to green spaces, businesses and public spaces
- Improve walking and biking conditions
- Enhance travel safety
- Manage an efficient multi-modal system with traffic congestion reduction

Recommendations

Following a thorough review of existing conditions and transportation needs, the project team considered potential strategies which would move the community from the current transportation condition toward accomplishment of the transportation vision and objectives. Through this analysis, several citywide transportation strategies emerged as being most appropriate toward accomplishing the City's transportation objectives. These strategies then provided a direction for development of specific projects, policies and programs. The following section describes those citywide transportation strategies, followed by detailed descriptions of recommended projects for streets and intersections, pedestrian facilities, bicycle facilities and policies. Following these detailed discussions of specific, recommended projects are estimates of project implementation costs, potential funding sources, and suggested timeframes to fund and implement the plan.

Citywide Transportation Strategies

Tucker is a crossroads community. Its location is part of its appeal. As such, there are travelers to Tucker as well as through Tucker. This is a symbiotic relationship where all people enjoy the many benefits of being conveniently located and residents endure some of the traffic which passes through. The citywide transportation strategies reflect this understanding and keep this in context with the community's desire to continue to be a great place to live, to walk, to shop, etc. As the project team, with considerable input from the community and City leadership, began formulating recommendations to accomplish the stated objectives and advance toward the vision statement, several guiding strategies emerged that influenced the specific projects recommended:

- Enhance downtown Tucker by prioritizing walking, beautification and safety improvements in the immediate downtown
- Enhance traffic capacity and flow outside the downtown core
- Prioritize projects and strategies which keep traffic moving, but with increased travel safety for all users
- Enhance walking infrastructure and safety throughout the City
- Maintain the City's transportation infrastructure in good working order

Table 5: Project Types

Project Type	Description
Complete Streets	A roadway that serves the complete range of potential users – autos, pedestrians, bicycles and/or transit riders. This will include continuous sidewalks and either a bike lane or a shared lane. Roadway operational improvements, which include additional turning lanes are also recommended.
Shared Lane	Shared lanes, sometimes called “Sharrows,” are marked with a bicycle and chevron symbol to indicate where cyclists should ride in the roadway and to alert drivers to their presence.
Buffered Bike Lane	Buffered bike lanes should provide separation from vehicular traffic with a minimum 1.5-foot buffer. The buffer may include a vertical divider such as a flexible delineator post. Green paint is recommended to distinguish the bike lane from other travel lanes.
Roadway Capacity	This project type involves the addition of vehicular travel lanes, achieved through a roadway widening for the purpose of increasing throughput and/or reducing congestion.
Maintenance and Modernization	Projects include the ongoing maintenance of streets, such as resurfacing and upgrades to meet current design and safety standards. Locations of further examination for potential upgrades include Old Norcross Road, Old Stone Mountain Road, and intersection turning radii near truck destinations.
Interchange Upgrade	Upgrades to improve the safety and/or capacity of a highway interchange (such as the Mountain Industrial interchange with US 78).
Intersection Improvement	Improvements to enhance the safety, operation and/or capacity of a street intersection. This may include adding turn lanes or a complete reconfiguration or realignment.

Recommended Street and Intersection Projects

Decreasing traffic volumes and congestion is a paramount factor to transforming Tucker from a crossroads community to a walkable, extended neighborhood. This also ensures that all vehicles/modes that use the roadway are safe while prioritizing the community's needs of mobility, safety, and time efficiency. Projects recommended for roadways include the reconfiguration of intersections, complete streets, and bike projects that include on street bike lanes, sharrows, and other treatments. Figure 9 highlights these projects.

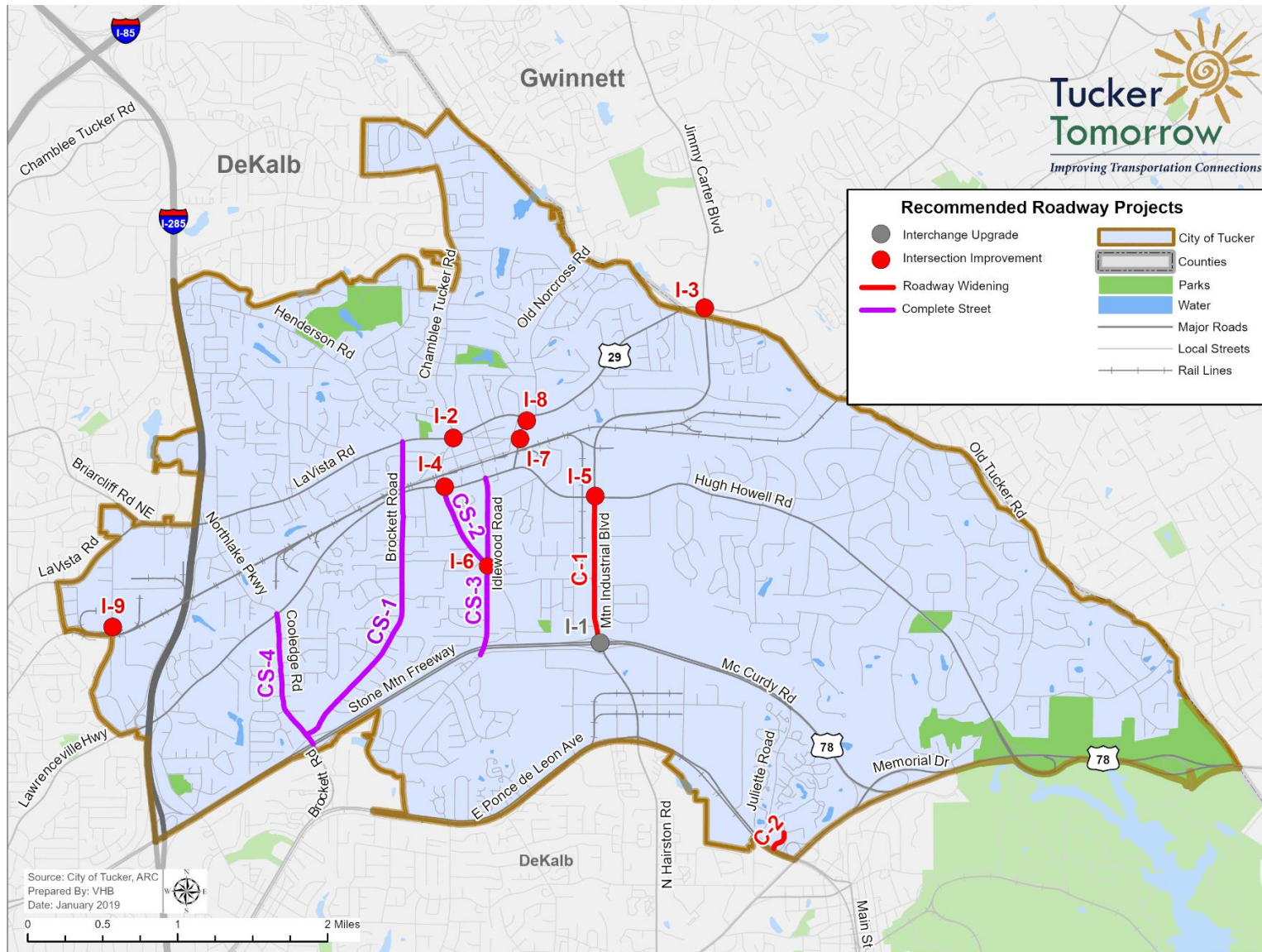
Table 6: Roadway Project Descriptions*

Map ID	Project	Tier	Description
C-1	MIB Widening	Tier 2	Upgrade Mountain Industrial Boulevard to six lanes with a raised median from Hugh Howell Road to US 78 to better accommodate truck traffic and increase traffic demand, as well as improve travel safety.
C-2	Richardson Street Improvements	Tier 1	Create a connection between E Ponce de Leon Avenue and Stone Mill Way by shifting intersection at E Ponce de Leon Avenue west to provide better sight distance and spacing from the US 78 ramp.
CS-1	Brockett Road Complete Streets	Tier 2	Bi-directional bike lanes, bi-directional sidewalks, 2 right hand turn lanes, and 1 additional traffic signal (location to be determined to facilitate vehicular access and pedestrian crossings).
CS-2	Fellowship Road Complete Streets	Tier 1	Bi-directional bike lanes, bi-directional sidewalks, and 1 right turn lane
CS-3	Idlewood Road Complete Streets	Tier 1	Bi-directional bike lanes, bi-directional sidewalks, and 2 right hand turn lanes.
CS-4	Cooledge Road Complete Streets	Tier 3	2-lane Complete Street. Bi-directional sidewalks, bike lanes and operational improvements.
I-1	MIB at US 78 Interchange Improvement	Tier 1	Coordinate with Georgia DOT and DeKalb County to upgrade and expand interchange at US 78/Mountain Industrial Boulevard to increase capacity and improve safety.
I-2	LaVista Road at Fellowship Road Intersection Improvement	Tier 2	LaVista Rd at Fellowship Road – Reconstruct to conventional 4-leg intersection, eliminating the “triangle”
I-3	Lawrenceville Highway (US 29) at MIB Intersection Improvement	NA	Will benefit from additional turn lanes; intersection is mostly in Gwinnett County; staff has already coordinated with Gwinnett County, who is planning an improvement project.
I-4	Lawrenceville Highway (US 29) at Fellowship Road Intersection Improvement	Tier 1	Reconfigure southbound approach to include Left, Thru and Right lanes; re-stripe northbound approach to allow for more storage for left-turning vehicles; add an eastbound Right turn lane.

Map ID	Project	Tier	Description
I-5	Hugh Howell Road at MIB Intersection Improvement	Tier 1	In short-term, add second Left turn lane to northbound approach and add Right turn lanes to all approaches; long-term, conduct further study of potential innovative design such as a Continuous Flow Intersection (CFI).
I-6	Idlewood Road at Fellowship Road Intersection Improvement	Tier 1	Conduct an Intersection Control Evaluation study at this intersection to determine the most suitable intersection configuration or roundabout. The identified intersection improvement may be implemented independently or become part of project #CS-2 and CS-3.
I-7	Lawrenceville Hwy at Lynburn Drive Intersection Improvement and Traffic Study	Tier 1	Add lane on EB Lynburn approach to provide a L/T lane and a shared thru/right lane; include pedestrian safety improvements as appropriate. Conduct detailed traffic operational and safety study.
I-8	Lawrenceville Hwy at LaVista Road Intersection Improvement	Tier 1	Conduct detailed traffic operational and safety study to identify specific design concept and costs to improve traffic flow and safety.
I-9	Grade Separation of Montreal Road at Railroad Crossing	Tier3	Elevated grade separation of Montreal Road over existing railroad crossing near Montreal Circle.

** for more more detailed information please see appendix for cost estimates.*

Figure 9: Recommended Roadway Projects



Recommended Pedestrian Facilities

As described previously, there are many streets with gaps in the sidewalks or lacking sidewalks altogether. The goal of the many identified sidewalk projects herein is to complete the City's system of sidewalks such that people can walk literally anywhere in the City. To that end, it is recommended to approach the sidewalk projects in a consistent and incremental manner. Allocating a portion of available funds and building sidewalks each year will result in noticeable and constant progress toward this goal. Figure 10 shows both the existing sidewalks and the recommended sidewalk projects – illustrating how the completed system reaches throughout the City.

27 miles of new sidewalks have been recommended to be developed in a total of 59 sidewalk projects. Projects, costs and funds (discussed later in this report) are summarized into three tiers as follows:

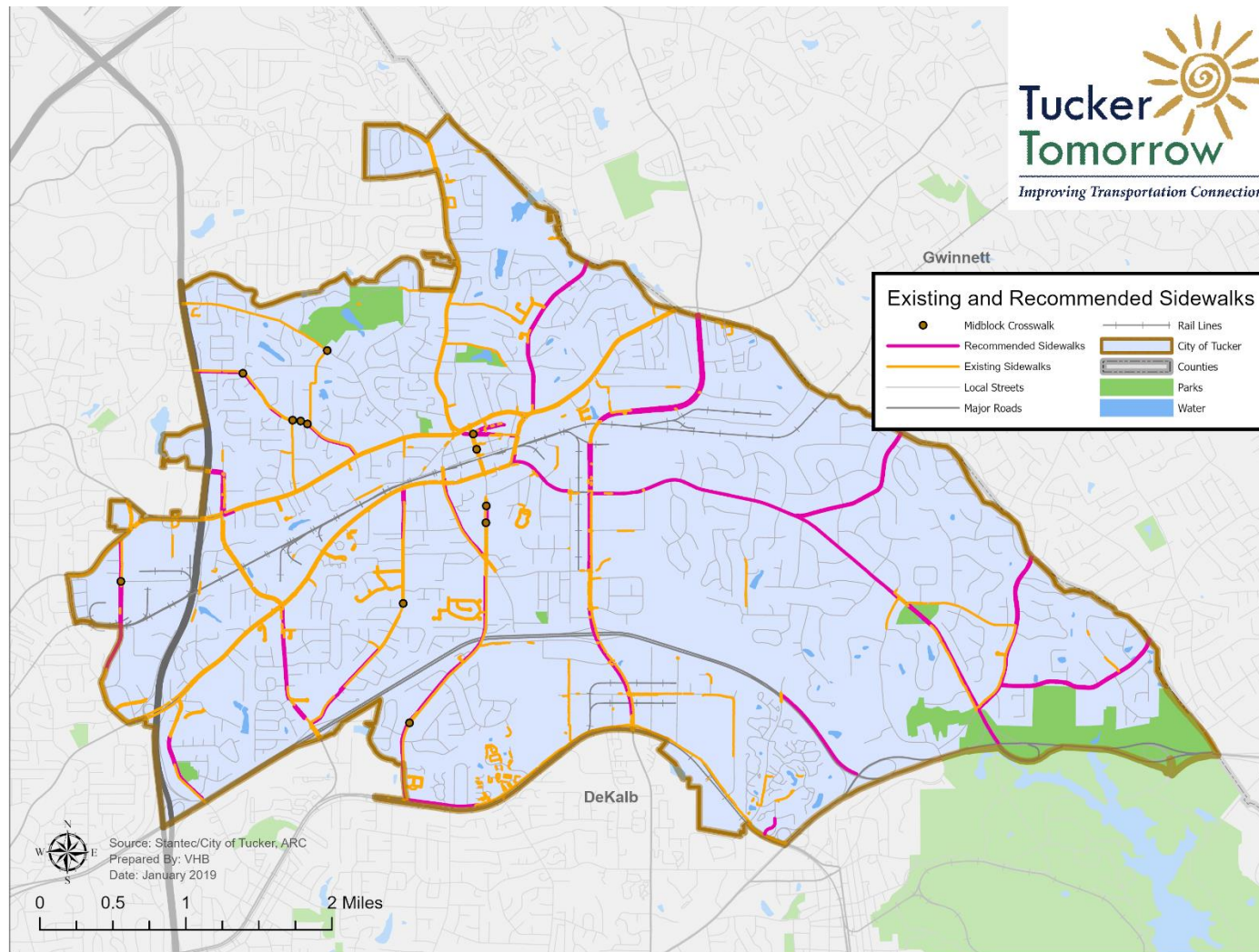
- Tier 1 – years 2019 - 2024 (which corresponds to the sunset of the DeKalb TSPLOST sales tax)
- Tier 2 – years 2025 - 2030
- Tier 3 – years 2031 - 2040

Sidewalk projects have been ranked into three tiers based on an evaluation against prioritization criteria. The prioritization criteria were developed by the project team and with considerable input from the Stakeholder Advisory Committee. These criteria include:

- Safety
 - Speed limit
 - Crash history
 - Lack of sidewalk / fills gap
- Demand
 - Proximity to jobs
 - Proximity to schools
 - Proximity to parks
 - Proximity to transit
 - Proximity to residential density
 - Proximity to activity centers
 - Proximity to equity areas
- Readiness
 - Constructability
 - Community value

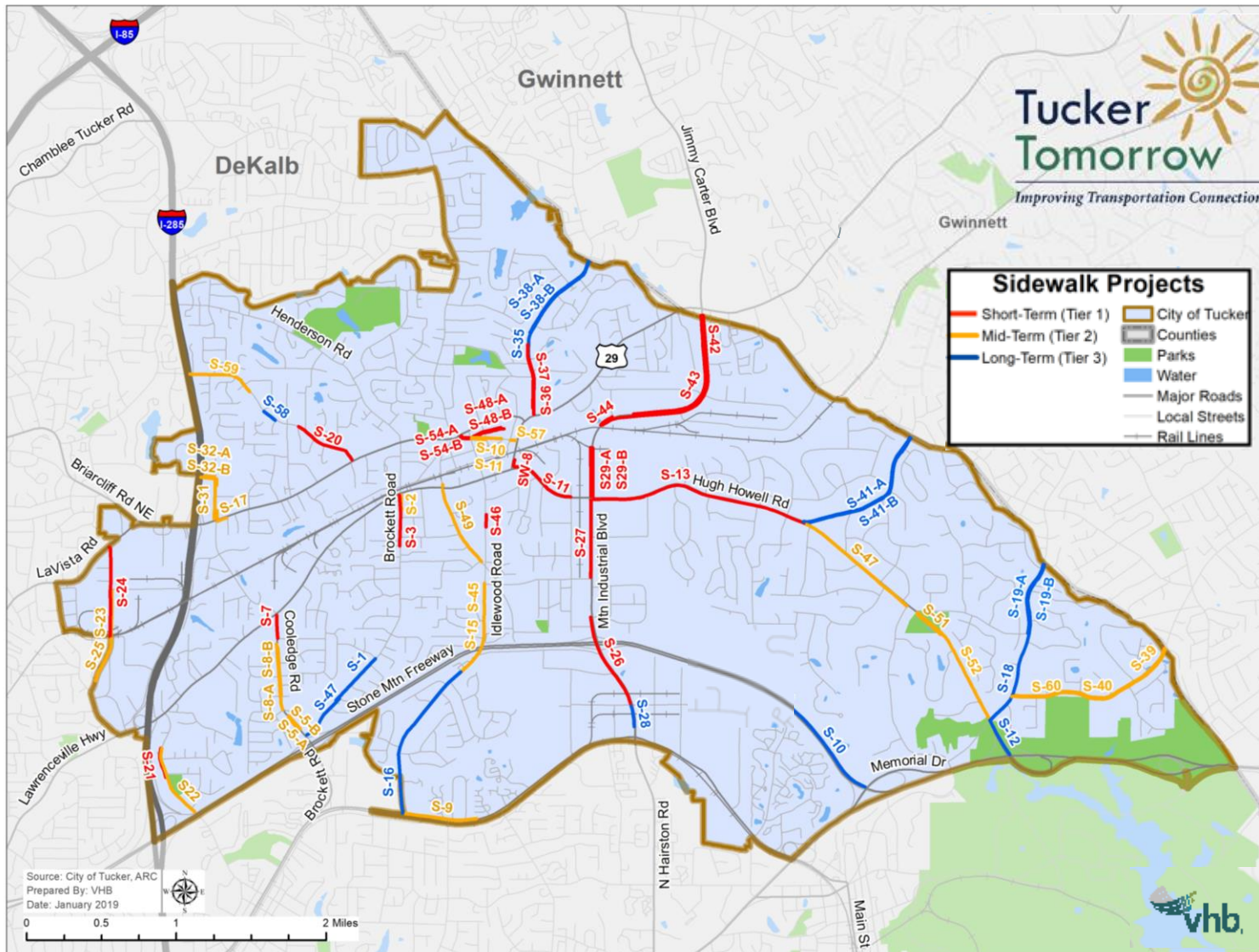
This detailed sidewalk evaluation and detailed list of sidewalk projects and cost estimates can be found in the appendix.

Figure 10: Sidewalk Network - Existing and Recommended



Note: The recommended sidewalks shown are complimentary to the multiuse paths identified in the City's 2019 Trails Master Plan. Sidewalks are generally recommended on both sides of each street. In locations where a multiuse path is also recommended in the City's Trails Master Plan, it is recommended that the street will include the trail on one side of the street and a sidewalk on the opposite side of the street.

Figure 11: Recommended Sidewalk Projects



Recommended Bicycle Facilities

Figure 12 shows on street bicycle projects that are to be implemented in the City of Tucker. Not included are roadway projects, like complete streets which, in their development, include bicycle lanes in each direction. Please see the Tucker Master Trail Plan for recommendations for areas for future multi-use trails that facilitate movement for pedestrians and cyclists.

Figure 12: Recommended Bicycle Projects

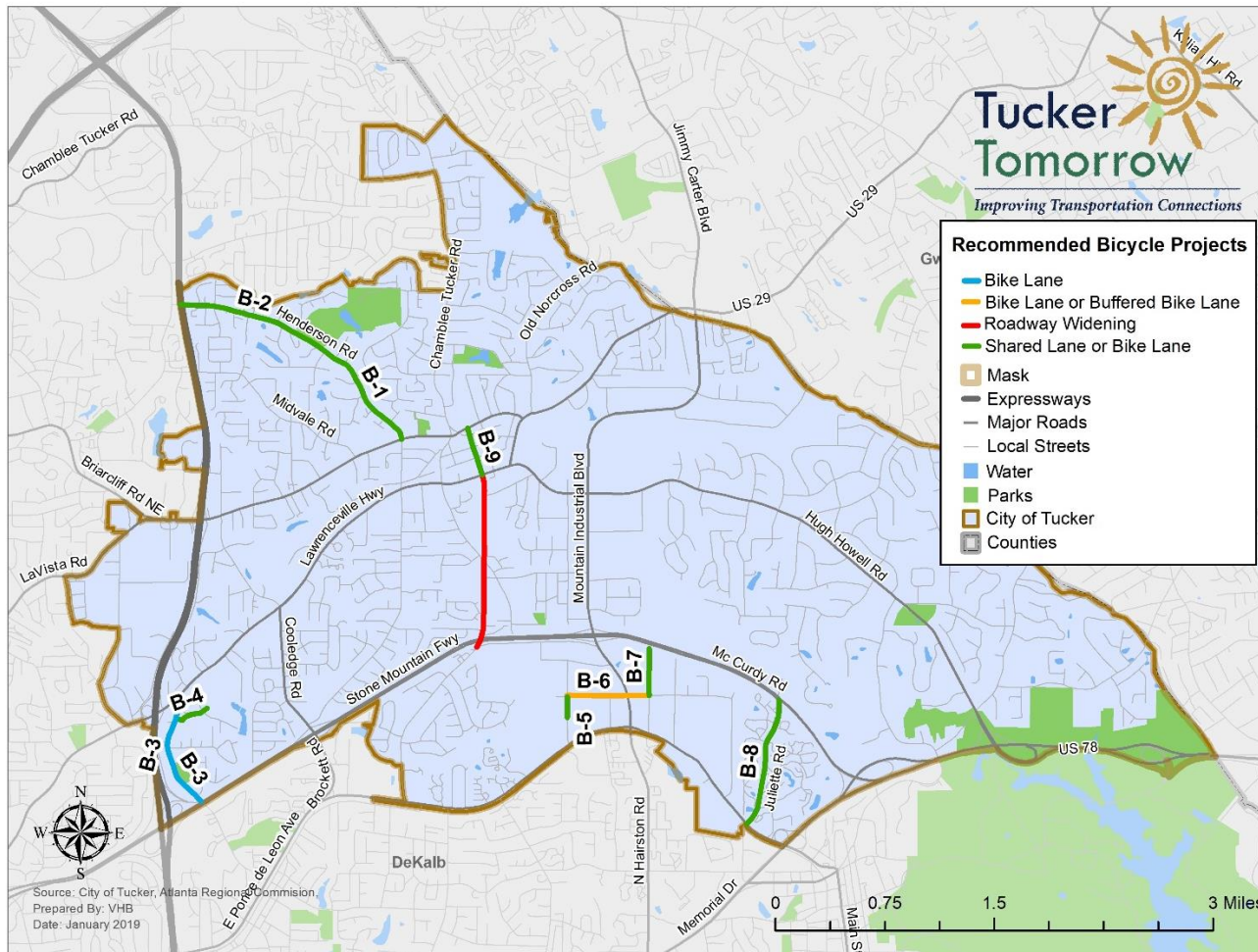
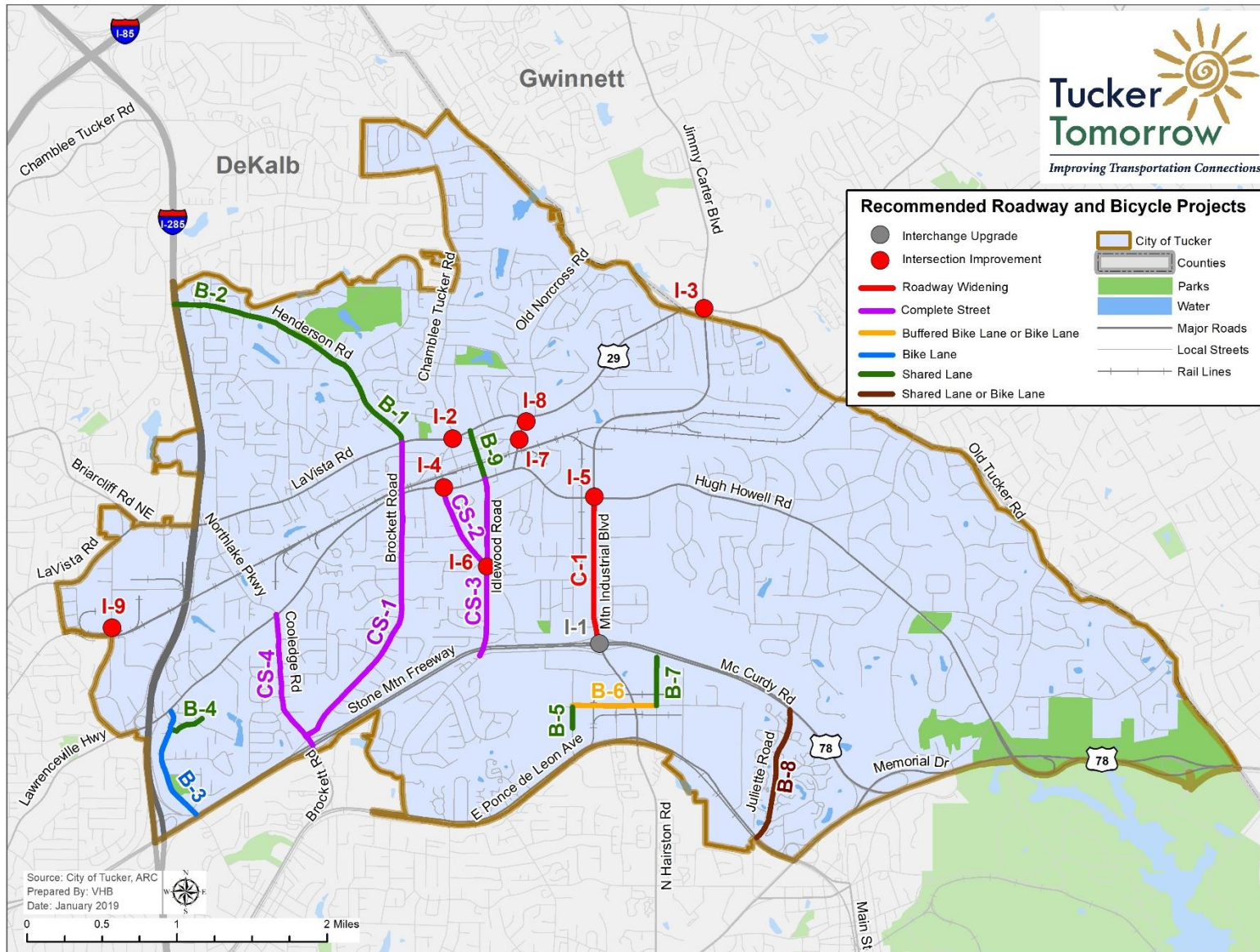


Figure 13 shows both roadway and bicycle projects on a single map to illustrate how bicycle facilities relate to the identified Complete Street corridors. It is also noted that the sidewalk projects, bicycle projects and complete street projects were all developed to be complimentary to the planned Tucker Path trail network.

Figure 13: Roadway and Bicycle Projects



Summary of Projects

The previous sections describe specific recommended projects addressing street maintenance, roadway capacity, complete streets, interchange upgrades, intersection upgrades, bicycle facilities and sidewalks. Street maintenance is an annual, ongoing activity. The total number of other project types is shown below in Figure 14. Sidewalk projects are by far the largest number of projects by type. Figure 15, on the following page, represents those projects by timeframe – Tier 1, Tier 2 and Tier 3.

Figure 14: Number of Projects by Project Type

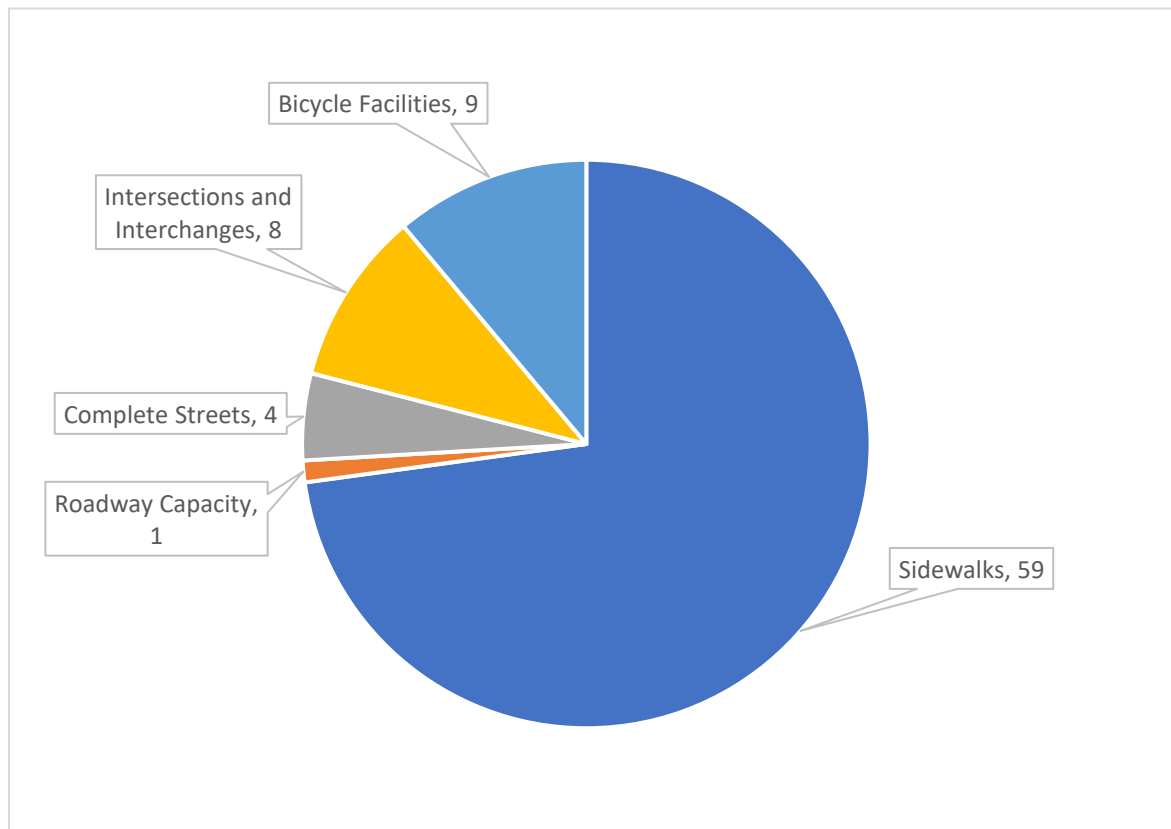
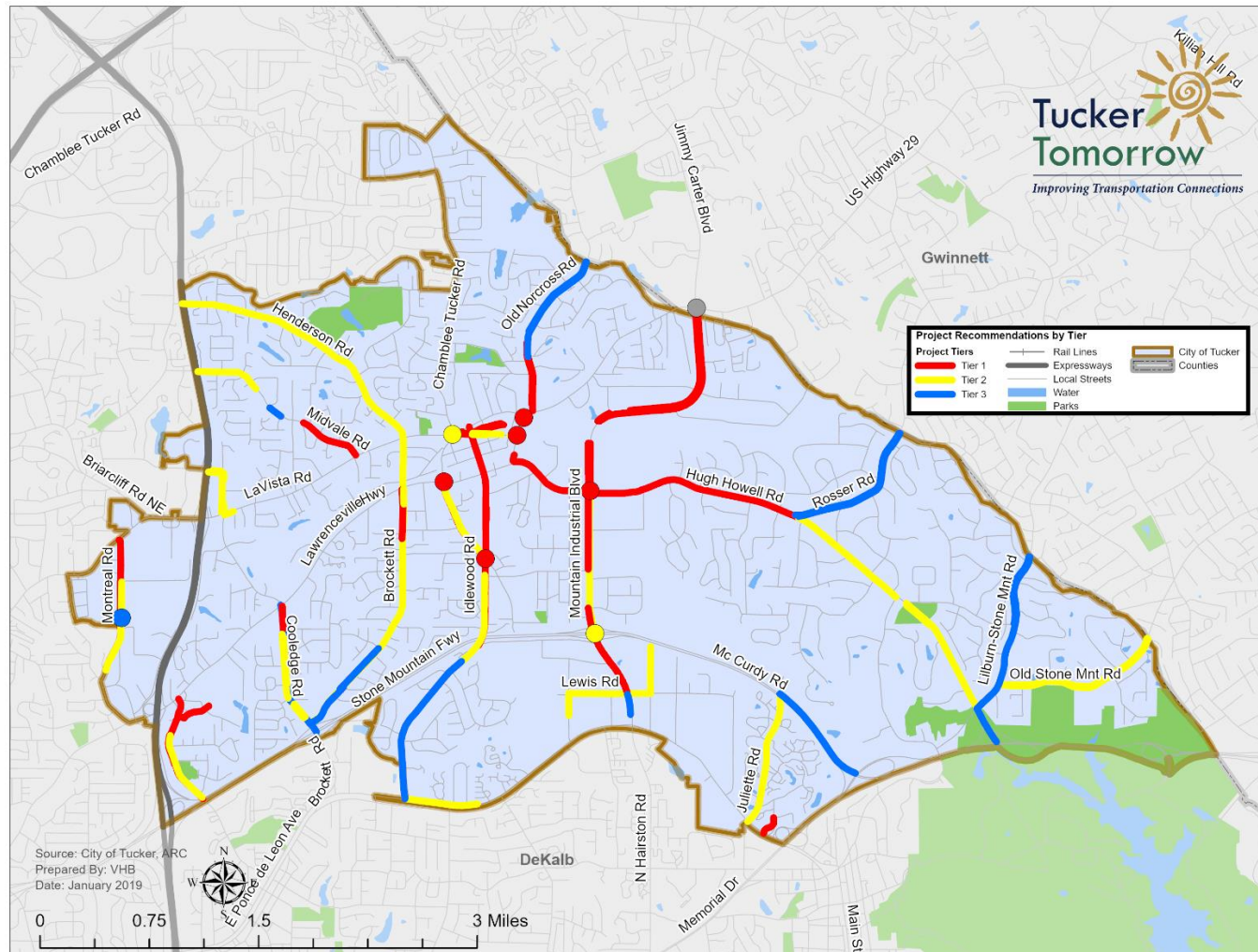


Figure 15: Project Recommendations by Tier



Notes: This map combines sidewalk projects, roadway projects and bicycle projects. The colors denote the recommended funding Tier. Some mapped projects may be overlapping.

Policy Recommendations

In addition to specific recommended projects and programs, this plan also identified specific transportation policies and elements for further study as follows:

Multimodal Recommendations

- Adopt a Complete Streets policy
- Examine potential for a future shuttle between downtown Tucker and Northlake area
- Coordinate with DeKalb County, MARTA and Gwinnett County regarding specific transit needs and opportunities within the Lawrenceville Highway corridor
- Coordinate with DeKalb County and Georgia DOT for future express bus access to the planned I-285 corridor managed lanes, allowing an express transit connection to MARTA Doraville Station and to the Perimeter Center district
- Provide improved bus shelters at key locations – coordinate with MARTA on their initiative to improve bus shelters
- Recommend to DeKalb County and to Georgia DOT the development of a corridor plan for US 78

Beautification Recommendations

- Install gateway monuments at key entrances to the City
- Install and maintain beautification elements at key locations within the public rights of way
- Install aesthetic improvements at I-285 bridges within City limits

Safety Recommendations

- Implement improvements recommended in the 2018 Intersection Safety Analysis
- Continue to add sidewalks throughout the City and connect the existing sidewalks
- Examine potential additional midblock pedestrian crossings where warranted and feasible

Access Management Recommendations

- Review and update functional class map as appropriate when the Atlanta Regional Commission calls for period updates
- Seek opportunities to consolidate access points (driveways and intersections) and install medians on US 29 (Lawrenceville Hwy) and SR 236 (LaVista Road)

Costs and Funding

This section provides an assessment of costs and an analysis of available and anticipated future funding. This analysis is presented in the three Tier timeframe (Tier 1 = 2019 – 2024; Tier 2 = 2025 – 2030; Tier 3 = 2031 – 2040) and includes both ongoing maintenance costs as well as capital improvement costs. Additional details of capital improvement projects and cost calculations are included in the Appendix.

Project Costs

Approximate project costs are presented below. These costs are in current (year 2018) dollars based on planning-level unit costs for similar projects.

Table 7 Approximate Project Costs

Map ID	Project	Road	Cost	Description
C-1	MIB Widening	Mountain Industrial Boulevard	\$12,306,000	Upgrade Mountain Industrial Boulevard to six lanes with a raised median from Hugh Howell Road to US 78 to better accommodate truck traffic and increase traffic demand, as well as improve travel safety.
C-2	Richardson Street Improvements	Richardson Street	\$1,050,000*	Create a connection between E Ponce de Leon Avenue and Stone Mill Way by shifting intersection at E Ponce de Leon Avenue west to provide better sight distance and spacing from the US 78 ramp.
CS-1	Brockett Road Complete Streets	Brockett Road	\$1,307,000	Bi-directional bike lanes, bi-directional sidewalks, 1 additional traffic signal, and 2 right hand turn lanes.
CS-2	Fellowship Road Complete Streets	Fellowship Road	\$334,500	Bi-directional bike lanes, bi-directional sidewalks, and 1 right turn lane
CS-3	Idlewood Road Complete Streets	Idlewood Road	\$884,600	Bi-directional bike lanes, bi-directional sidewalks, and 2 right hand turn lanes.
CS-4	Cooledge Road Complete Streets	Cooledge Road	\$2,010,000	2-lane Complete Street. Bi-directional shared lanes, sidewalks, and operational improvements.
I-1	MIB at US 78 Interchange Improvement	MIB at US 78	\$19,854,000	Coordinate with Georgia DOT and DeKalb County to upgrade and expand interchange at US 78/Mountain Industrial Boulevard to increase capacity and improve safety.

Map ID	Project	Road	Cost	Description
I-2	LaVista Road at Fellowship Road Intersection Improvement	LaVista Road at Fellowship Road	\$9,155,000	LaVista Rd at Fellowship Road – Reconstruct to conventional 4-leg intersection, eliminating the “triangle”
I-3	Lawrenceville Highway (US 29) at MIB Intersection Improvement	Lawrenceville Highway at MIB	NA	Will benefit from additional turn lanes; intersection is mostly in Gwinnett County; staff has already coordinated with Gwinnett County, who is planning an improvement project.
I-4	Lawrenceville Highway (US 29) at Fellowship Road Intersection Improvement	Lawrenceville Highway at Fellowship Road	\$6,714,000	Lawrenceville Hwy (US 29) at Fellowship Road – widen along Lawrenceville Hwy to add an eastbound Right turn lane. (A recent modification reconfigured the southbound approach to include Left, Thru and Right lanes and re-striped the northbound approach to allow for more storage for left-turning vehicles).
I-5	Hugh Howell Road at MIB Intersection Improvement	Hugh Howell Road at MIB	\$8,015,000	In short-term, add second Left turn lane to northbound approach and add Right turn lanes to all approaches; long-term, conduct further study of potential innovative design such as a Continuous Flow Intersection (CFI).
I-6	Intersection Control Evaluation	Fellowship Road at Idlewood Road	\$50,000	Conduct an Intersection Control Evaluation study at this intersection to determine the most suitable intersection configuration or roundabout. The identified intersection improvement may be implemented independently or become part of project #CS-2 and CS-3.
I-7	Lynburn Drive at Lawrenceville Highway (US 29) Intersection Improvement and Traffic Study	Lawrenceville Highway at Lynburn Drive	\$1,575,000	Add lane on EB Lynburn approach to provide a L/T lane and a shared thru/right lane; include pedestrian safety improvements as appropriate. Conduct detailed traffic operational and safety study.
I-8	Traffic Operational and Safety Improvement study	Lawrenceville Hwy at LaVista Road	\$75,000	Conduct detailed traffic operational and safety study to identify specific design concept and costs to improve traffic flow and safety.

Map ID	Project	Road	Cost	Description
I-9	Grade Separation of Montreal Road at Railroad Crossing	Montreal Road	\$6,490,000	Elevated grade separation of Montreal Road over existing railroad crossing near Montreal Circle.
P-1	Innovative Intersection Concepts at Hugh Howell Road at Mountain Industrial Blvd	Hugh Howell Road at MIB	\$150,000	Conduct study of potential innovative design such as Continuous Flow Intersections (CFI)
P-2	Hugh Howell Road Operations and Safety Improvement Concepts	Hugh Howell Road	\$50,000	Develop and analyze alternate improvement concepts at key intersections to improve safety and control vehicle speeds, including potential for roundabouts.
P-3	Chamblee-Tucker Road Corridor Study	Chamblee-Tucker Road	\$100,000	A special corridor or sub-area study is recommended for this area due to anticipated significant increases in traffic flow.
P-4	East-West Connector Feasibility Study	New East-West Connector Road	\$250,000	Study a potential new roadway connection between Brockett Road and Idlewood Road near Elmdale Drive
P-5	Mountain Industrial Blvd and Jimmy Carter Boulevard Corridor Study from I-85 to E Ponce de Leon Avenue	MIB and Jimmy Carter Boulevard	\$150,000	Comprehensive Corridor Study of the Jimmy Carter Blvd/MIB, which is being discussed with Gwinnett County and Tucker Summit CID.
B-1	Henderson Road Shared Lane - Segment 1	Henderson Rd	\$184,000	Shared Lane
B-2	Henderson Road Shared Lane - Segment 2	Henderson Rd	\$146,000	Shared Lane
B-3	Montreal Road Bike Lane	Montreal Rd	\$3,753,795	Bike Lane (5')
B-4	Woodlawn Circle Shared Lane	Woodlawn Circle	\$39,000	Shared Lane
B-5	Roadhaven Drive Shared Lane	Roadhaven Dr	\$48,500	Shared Lane
B-6	Lewis Road Buffered Bike Lane or Bike Lane	Lewis Rd	\$2,149,000	Bike Lane (5') or Buffered Bike Lane (4')
B-7	Litton Drive Shared Lane	Litton Dr	\$18,000	Shared Lane
B-8	Juliette Road Shared Lane or Bike Lane	Juliette Rd	\$160,000	Shared Lane or Bike Lane (5')
B-9	Main Street Shared Lane	Main St	\$61,000	Shared Lane
SP-1	Short-term Sidewalk Projects	(see detailed list in appendix)	\$12,800,000	(see appendix: Tier 1)
SP-2	Mid-term Sidewalk Projects	(see detailed list in appendix)	\$12,900,000	(see appendix: Tier 2)
SP-3	Long-term Sidewalk Projects	(see detailed list in appendix)	\$8,300,000	(see appendix Tier 3)
RM-1	Roadway Maintenance Tier 1 (2019-2024)	City Wide	\$28,000,000	

Map ID	Project	Road	Cost	Description
RM-2	Roadway Maintenance Tier 2 (2025-2030)	City Wide	\$24,000,000	
RM-3	Roadway Maintenance Tier 3 (2031-2040)	City Wide	\$40,000,000	

* Estimate does not include right of way acquisition or utility relocation costs.

The ongoing roadway maintenance costs listed above include only those elements for which the City of Tucker is currently responsible – primarily resurfacing and minor maintenance. To date, the City has funded resurfacing through a combination of Local Maintenance and Improvement Grants (or LMIG, a state formula grant program), SPLOST revenue and City general funds. Other street and drainage maintenance is currently the responsibility of DeKalb County and funded through a portion of the City’s property taxes. The maintenance elements funded through the DeKalb County millage include:

- Traffic signals
- Roadway signs
- Pavement markings
- Stormwater infrastructure (including publicly-owned dams, such as those at City parks)
- Bridges
- Sidewalk maintenance
- Pothole repair / patching
- Emergency road response
- Street sweeping/little control/beautification
- General Right-of-Way maintenance

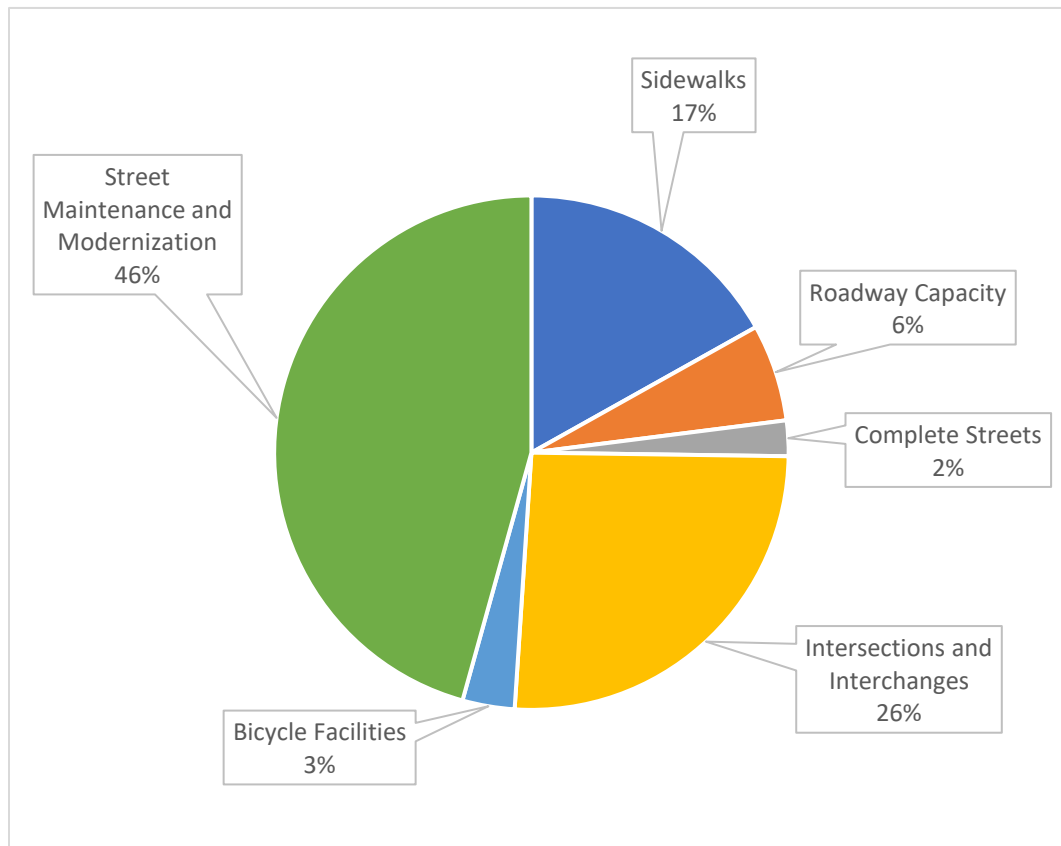
The estimate of total transportation costs approximately \$200 million over the 20-year planning period. The largest single component is for Street Maintenance and Modernization. While the many sidewalk projects represent the largest category by number, the total cost of the sidewalk projects is approximately \$34 million. Table 7 summarizes both the number and total costs by category. And, Figure 16 presents the percentage of project costs by category.

Table 8: Project Costs by Category

Project Category	# Projects	Total Costs (millions)
Roadway Capacity	1	\$12.3
Complete Streets	4	\$12.6
Interchange Upgrade	1	\$20.0
Intersection Upgrade	8	\$32

Studies and Design	5	\$0.7
Bicycle Facility	9	\$6.6
Sidewalk Facility	59	\$34.0
Street Maintenance and Modernization	n/a	\$92.0
Total		\$200.7

Figure 16: Percentage of Project Costs by Category



Funding

Transportation projects in the City are currently funded by City general funds, DeKalb County SPLOST sales tax revenues, State resurfacing funds (called the LMIG program) and other state and federal funding through the Georgia DOT and/or Atlanta Regional Commission. (This analysis omits MARTA funding of MARTA services operated in the City of Tucker.) These various funding sources are not guaranteed in future years. This analysis is based on a continuation of current funding levels for most revenue sources, and then looks at three scenarios for the potential future of the DeKalb SPLOST sales tax program. The three potential future scenarios represent a low, medium and high funding levels.

Scenario 1 presents a low funding situation, where there are no future SPLOST programs beyond the current program (which sunsets in year 2024) and other existing funding streams remain constant. Scenario 2 presents a medium funding situation, where future 1% SPLOST programs are present during only half of those years within the planning horizon. And, Scenario 3 presents a high funding situation, where a SPLOST program is continually renewed at 1% through the planning horizon of year 2040. Table 8 summarizes the forecast total revenues for each of these three scenarios. For each of these three scenarios, revenues were calculated for each tier (time period) within the planning horizon. Table 9 shows this breakdown for funding Scenario 3.

The cost summary presented in the previous section included a total plan cost of approximately \$199 million. Therefore, Scenario 1 (low funding scenario) does not produce enough funding to implement the entire transportation plan. Scenario 3 (high funding level) produces more than enough funding. And, Scenario 2 (medium funding level) produces about 94% of the necessary funding. This scenario analysis looks at different levels of future SPLOST, because it is likely the greatest variable in predicting future available funds. However, it should also be noted that the estimates of available state and federal funds for eligible projects is also variable. This analysis assumed that 50% of eligible projects would secure state and/or federal funds – and, this is also an unknown variable. That said, however, the general conclusion is that the transportation plan is affordable with these funding sources if DeKalb County renews the SPLOST sales tax program for more than half of the years between 2025 and 2040.

Table 9: Revenue Scenarios

Funding Scenario	Approx. Total Revenues
Scenario 1 - No additional SPLOST programs	\$125 million
Scenario 2 - Future SPLOST for 50% of timeframe	\$188 million
Scenario 3 - Future SPLOST throughout timeframe	\$252 million

Table 9 presents a detailed breakdown by Tier and revenue source only for Scenario 3 (high funding scenario). The Local, LMIG and Other State/Federal funding sources were held constant in Scenarios 1 and 2 – only the SPLOST revenues were varied between scenarios.

Table 10: Revenue Forecast, Funding Scenario 3

Revenue Summary by Tier, Scenario 3						
Tier 1 - 2019 - 2024						
SPLOST Multi-modal	SPLOST Roads	SPLOST Subtotal	Local	LMIG	Other State/Fed	Total
\$5,325,000	\$23,253,750	\$28,578,750	\$4,980,000	\$2,220,000	\$11,181,816	\$75,539,316
Tier 2 - 2025 - 2030						
SPLOST Multi-modal	SPLOST Roads	SPLOST Subtotal	Local	LMIG	Other State/Fed	Total
\$3,180,000	\$20,670,000	\$23,850,000	\$4,980,000	\$2,220,000	\$11,181,816	\$66,081,816
Tier 3 - 2031 - 2040						
SPLOST Multi-modal	SPLOST Roads	SPLOST Subtotal	Local	LMIG	Other State/Fed	Total
\$5,300,000	\$34,450,000	\$39,750,000	\$8,300,000	\$3,700,000	\$18,636,360	\$110,136,360
SPLOST Multi-modal	SPLOST Roads	SPLOST Subtotal	Local	LMIG	Other State/Fed	Grand Total
\$13,805,000	\$78,373,750	\$92,178,750	\$18,260,000	\$8,140,000	\$40,999,992	\$251,757,492

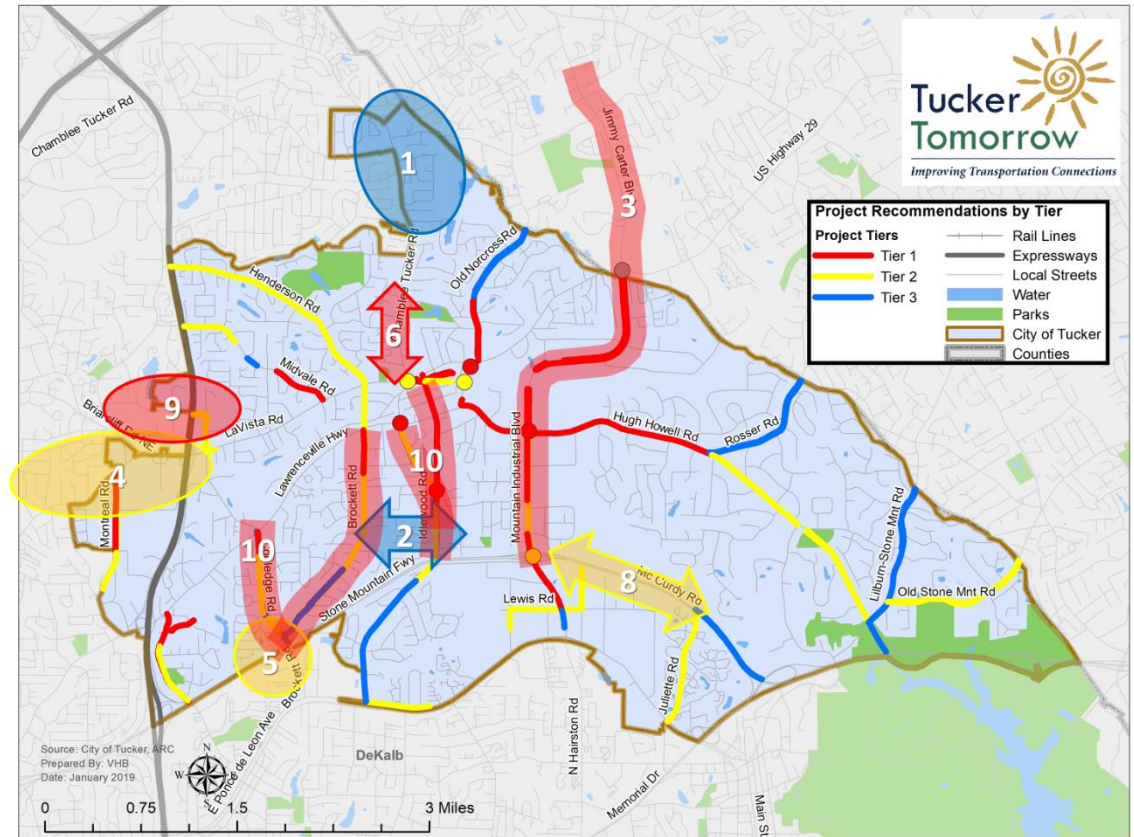
Future Areas of Study

As mentioned previously, there are several specific locations or transportation issues discovered which warrant or require more detailed study. Figure 17 locates these areas with Table 9 describing the specific issue or opportunity to be studied.

Table 11: Future Areas of Study

1	Forecasts and traffic models suggest this area near Chamblee Tucker Rd, Pleasantdale Rd and Britt Road will see significant increases in traffic flow in the future. It is recommended to conduct a special corridor study or sub-area study of this area to better explore issues and opportunities. Tier 3 (10+ years)
2	It is desirable to have better east-west connectivity between some of the City's north-south streets. One potential opportunity is a connection between Brockett Road and Idlewood Road for a 2-lane, local (i.e. No Trucks) street. It is recommended to further study potential new east-west streets such as this. Tier 3 (10+ years)
3	A comprehensive Corridor Study of the Jimmy Carter Blvd/ Mountain Industrial Blvd, which is being discussed already with Gwinnett County and Tucker Summit CID. Tier 1 (1-5 years)
4	A Traffic Operations and Safety Study of the LaVista Rd corridor from east of Northlake Pkwy to west of Montreal Rd. Tier 2 (5-10 Years)
5	A Traffic Operations and Safety Study of The US 78 interchange with Cooledge Rd, including the potential relocation of the intersection with Brockett Rd. Tier 2 (5-10)
6	Conduct vehicular speed study along Chamblee Tucker Rd. Tier 1 (1-5 years)
7	Conduct citywide signal inventory and produce an ITS Plan. Tier 3 (10+ years)
8	A managed lane project on US 78 that includes a managed lane exit to the I-285 Eastside Express Lane Project. Tier 2 (5-10 years)
9	Examine opportunities for access to GDOT's planned I-285 Managed Lanes in the Northlake area, including access for express buses. Tier 1 (1-5 years)
10	Traffic study on Cooledge Rd, Brockett Rd, Fellowship Rd, and Idlewood Rd. Tier 1 (1-5 years)

Figure 17: Future Areas for Study



Implementation

This Plan has undergone a considerable level of public input and is scheduled to be adopted by the City of Tucker as an addendum to the City's Comprehensive Plan – Tucker Tomorrow – in early 2019. City staff and officials are already identifying funding and beginning implementation actions on some of the Tier 1 recommended projects. To continue implementation of the Plan, it is recommended that this plan be reviewed and projects selected from the Plan for funding, design and implementation particularly at these opportunities:

- Each time there is opportunity for input and request through the City's budgeting process
- Each time there is a funding or grant opportunity through the Atlanta Regional Commission or Georgia DOT
- Each time there is a larger planning study underway which encompasses the City of Tucker (currently, this includes studies underway by DeKalb County and soon by The Atlanta Transit Link Authority)

It is recommended that an annual update be prepared for the Mayor and City Council to report on progress and next steps. Lastly, it is recommended that this plan be updated as necessary depending on changing development and transportation conditions in the City – likely once every 4-6 years.

Tucker's Strategic Transportation Master Plan – Improving Transportation Connections. Today. Tomorrow. Together.

Appendix A – Detailed Sidewalk Project List

Tier 1 Sidewalk Projects

Project ID	Corridor	From	To	Length (ft)	Side	Cost Estimate - Low	Cost Estimate - High
S29-A and S29-B	Mountain Industrial Blvd	Northern Edge of 2301 Mountain Ind Blvd (Sears Outlet)	Hugh Howell Rd	3,680	Both	\$791,200	\$1,034,080
S-42	Mountain Industrial Blvd	Northern City Limit	Bridge over railroad tracks	6,607	East	\$1,420,505	\$1,856,567
S-11	Hugh Howell Rd	Lawrenceville Hwy	Tucker Industrial Boulevard	2,138	North	\$459,670	\$600,778
S-43	Mountain Industrial Blvd	Northern City Limit	2530 Mountain Industrial Blvd	6,953	West	\$1,494,895	\$1,953,793
S-26	Mountain Industrial Blvd	Hammermill Rd	Lewis Rd	3,364	West	\$723,260	\$945,284
S-20	Midvale Rd	Midvale Cir	Lavista Rd	2,300	South	\$494,500	\$646,300
S-13	Hugh Howell Rd	Mountain Industrial Blvd	Rosser Rd	7,062	South	\$1,518,330	\$1,984,422
S-36	Old Norcross Rd	Lawrenceville Hwy	Cain Circle	1,987	East	\$427,205	\$558,347

S-46	Idlewood Rd	2165 Idlewood Rd	2151 Idlewood Rd	388	East	\$83,420	\$109,028
S-48-A and S-48-B	Church St	Lynburn Dr	Entrance to Hearthside Complex	2,322	Both	\$499,230	\$652,482
S-54-A and S-54-B	Lynburn Dr	Lavista Road	Main St	643	Both	\$138,245	\$180,683
S-27	Mountain Industrial Blvd	Hugh Howell Road	Elmdale Dr	2,789	West	\$599,635	\$783,709
S-21	Montreal Rd	1414 Montreal Rd (Georgia MLS)	125 ft south of Alcan Way	1,070	West	\$230,050	\$300,670
S-3	Brockett Rd	Lawrenceville Hwy	Grantland Dr	1,782	West	\$383,130	\$500,742
S-37	Old Norcross Rd	Tucker-Reid H. Cofer Library Driveway	2642 Old Norcross Road	2,365	West	\$508,475	\$664,565
S-44	Mountain Industrial Blvd	Tuckerstone Pkwy	Bridge over railroad tracks	544	West	\$116,960	\$152,864
S-53	Lawrenceville Hwy	Hugh Howell Road	Driveway into shopping plaza adjacent to Chick-fil-A	256	East	\$55,040	\$71,936
S-24	Montreal Rd	Lavista Road	Montreal Circle	4,730	West	\$1,016,950	\$1,329,130

S-7	Cooledge Rd	Lawrenceville Hwy	Sarahs Lane	735	East	\$158,025	\$206,535
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Tier 2 Sidewalk Projects

Project ID	Corridor	From	To	Length (ft)	Side	Cost Estimate - Low	Cost Estimate - High
S-15	Idlewood Rd	Browning Chase Dr	Wiscasset Pl	2,255	West	\$84,825	\$633,655
S-2	Brockett Rd	Lawrenceville Hwy	2169 Brockett Rd	541	East	\$116,315	\$152,021
S-22	Montreal Rd	1414 Montreal Rd (Georgia MLS)	Bridge over US 78/Stone Mountain Freeway	2,706	East	\$581,790	\$760,386
S-55	Lynburn Dr	Main St	Hearthside	1,040	North	\$223,600	\$292,240
S-56	Lynburn Dr	Main St	4th St	500	South	\$107,500	\$140,500
S-49	Fellowship Road	Idlewood Rd	Lawrenceville Highway	2,970	East	\$638,550	\$834,570

S-23	Montreal Rd	1901 Montreal Rd	Montreal Circle	1,295	East	\$278,425	\$363,895
S-40	Old Stone Mountain Rd	Lilburn-Stone Mountain Rd	Eastern City Limit	6,102	South	\$1,311,930	\$1,714,662
S-25	Montreal Rd	Montreal Circle (north)	1681 Montreal Rd/Kennersly Clos	1,576	East	\$338,840	\$442,856
S8-A and S8-B	Cooledge Rd	177 Cooledge Rd	Cousins Way	4,076	Both	\$876,340	\$1,145,356
S-57	Lynburn Dr	Burns Ave	Lawrenceville Highway	216	South	\$46,440	\$60,696
S-17	Lavista Rd	Lavista Exec Park Dr	Northlake Pkwy	430	South	\$92,450	\$120,830
S-45	Idlewood Rd	Elmdale Rd	Browning Chase	1,250	West	\$268,750	\$351,250
S-31	Northlake Pkwy	Northlake Center Dr	Lavista Rd	1,502	North	\$322,930	\$422,062

S-47	Hugh Howell Rd	Rosser Rd	Smoke Rise Park/Silver Hill Rd	4,613	South	\$991,795	\$1,296,253
S-60	Old Stone Mountain Rd	Lilburn-Stone Mountain Rd	E. Gate Dr	4,554	North	\$979,110	\$1,279,674
S5-A and S5-B	Cooledge Rd	1565 Cooledge Rd	1531 Cooledge Rd (north of Brockett Rd)	2,206	Both	\$474,290	\$619,886
S-50	Fellowship Road	Lawrenceville Hwy	The Milk Jug Driveway	100	East	\$21,500	\$28,100
S-30	Northlake Pkwy	Northlake Center Dr	Rear entrance to Dick's shopping center	300	East	\$64,500	\$84,300
S-33	Northlake Pkwy	Waffle House Driveway	Lavista Rd	176	East	\$ 37,840	\$49,456
S-9	E Ponce de Leon Ave	Idlewood Rd	4245 Courtside Dr.	2,490	North	\$535,350	\$699,690
S-51	Hugh Howell Rd	5613 Hugh Howell Rd	5707 Hugh Howell Rd	1055	South	\$226,825	\$296,455

S-59	Midvale Rd	I-285/western city limit	2525 Oakvale Pl	2,439	South	\$524,385	\$685,359
S-32-A and S-32-B	Northlake Pkwy	Ramp to NB I-285	Northlake Center Dr	1034	Both	\$222,310	\$290,554
S-52	Hugh Howell Rd	Silver Hill Rd	Lilburn-Stone Mountain Rd	4,590	North	\$986,850	\$1,289,790
S-39	Old Stone Mountain Rd	E. Gate Dr	Eastern City Limit	1,508	North	\$324,220	\$423,748
S-6	Cooledge Rd	Cousins Way	Edinburgh Way	440	West	\$94,600	\$123,640

Tier 3 Sidewalk Projects

Project ID	Corridor	From	To	Length (ft)	Side	Cost Estimate - Low	Cost Estimate - High
S-12	Hugh Howell Rd	Lilburn-Stone Mountain Rd	Southern City Limits	1,340	North	\$288,100	\$376,540

S-28	Mountain Industrial Blvd	Lewis Rd	1600 Mountain Industrial Blvd	750	West	\$161,250	\$210,750
S-16	Idlewood Rd	Wiscasset Pl	Southern City Limits	4,425	West	\$951,375	\$1,243,425
S-58	Midvale Rd	3649 Reevey Lane	Norwich Way	538	South	\$115,670	\$151,178
S-47	Brockett Rd	Cooledge Rd	Marvin Lee Drive	1,787	East	\$384,205	\$502,147

S-10	E Ponce de Leon Ave	Juliette Rd	Eastern City Limit	905	North	\$194,575	\$254,305
S-35	Old Norcross Rd	Cain Cir	Spring Glen Drive	1,963	East	\$422,045	\$551,603
S-18	Lilburn-Stone Mountain Rd	Hugh Howell Road	Silver Hill Road	3,477	East	\$747,555	\$977,037
S-1	Brockett Rd	Cedar Cir	Jericho Road	2,358	West	\$506,970	\$662,598

S-34	Old Norcross Rd	2692 Old Norcross Road (northern edge of Spring Glen Drive Brookes Walk)		958	West	\$205,970	\$269,198
S-38-A and S-38-B	Old Norcross Rd	Spring Glen Dr	Northern City Limit	4,480	Both	\$963,200	\$1,258,880
S-41-A and S-41-B	Rosser Rd	Hugh Howell Road	Old Rosser Rd/Northern City Limit	5,302	Both	\$1,139,930	\$1,489,862
S-19-A and S-19-B	Lilburn-Stone Mountain Rd	Silver Hill Road	City Limit	5,134	Both	\$1,103,810	\$1,442,654

*Based on est. &1.1 million per mile/ 215 per linear ft – low and 281 per linear ft \$281

Appendix B – Community Involvement Summary



02 IMPROVE TRANSPORTATION CONNECTIONS

The plan seeks to overcome the challenge of physical separation and other consequences of auto-oriented land development by investing in the creation of a multi-use path system that connects Tucker neighborhoods to downtown, schools, the library, the recreation center, parks, and Atlanta's regional trail network. A related priority is the remaking of the Lawrenceville Highway-Hugh Howell Road Corridor into an inviting transportation spine that recalls the feeling of traveling along a tree-lined road linking Tucker's main commercial hubs: Northlake, downtown and Mountain Industrial Boulevard.



Goal Policies

1. Create a Citywide Multi-use Trail
2. Enhance All Major Corridors by Adding Sidewalks and Safer Roadway Crossings
3. Improve the Lawrenceville Highway-Hugh Howell Road Corridor

1

Create a Citywide Multi-use Trail

The intent of this goal is to continue citywide efforts to develop a comprehensive multi-use trail system. The city has made major strides in this goal, including the completion of the 2019 Trail Master Plan and subsequent trail construction projects, including the downtown Trail. The constructed and planned trails are highly regarded by the community and the city is encouraged to continue to implement trail connectivity.

This plan recommends updating the existing Trail Master Plan to reflect completed trails and new alignments. The community continues to prioritize safe connections from surrounding neighborhoods to downtown Tucker, Tucker-Reid H. Cofer Library, Tucker Nature Preserve, Tucker Recreation Center, Kelley Cofer Park, Henderson Park, Stone Mountain Trail, Northlake, and Johns Homestead Park.

It is important to note that the City of Tucker does not control all roadways and will need to work with DeKalb County and other organizations and governmental agencies, such as the PATH Foundation, the Atlanta Regional Commission (ARC) and the Georgia Department of Transportation (GDOT), to build the system. Trails are recommended to be separated from the roadways whenever possible, and be a minimum of 10 feet wide to accommodate a mix of pedestrian and bicycle traffic, as well as a people of all ages, including families with children.



Figure 27: Tucker Tomorrow 2018 Comprehensive Plan Rendering of Proposed At-grade Crossing on Lawrenceville Highway

2

Enhance All Major Corridors by Adding Sidewalks & Safer Roadway Crossings

The intent of this policy is to improve safety for pedestrians and cyclists along the major corridors throughout the city, focusing on sidewalks and roadway crossings.

Over the past five years, the city has made great strides in regard to this policy by completing the Trail Master Plan, the Transportation Master Plan, and the Freight Cluster Study. The city has also adopted zoning amendments, including the adoption of special zoning districts with streetscape standards and enhanced design standards and land uses within the Mountain Industrial area. Additionally, the city has completed intersection improvements at Lynburn Drive and Lawrenceville Highway.

Lawrenceville Highway and Hugh Howell Road are two of the largest corridors that extend through the city. They are the predominant corridors generating the greatest sense of concern from residents, in terms of appearance and safety for all modes of transportation. It is recommended to work with GDOT to conduct safety audits on these roadways, along with Lavista Road, to identify areas of pedestrian and cyclist concern and conflict and identify solutions to design these roadways in a manner that serves all users—vehicles, pedestrians, cyclists, and wheelchairs.

A large portion of Lawrenceville Highway is currently being examined through the Lawrenceville Highway Code Study. It is recommended to utilize suggestions from this study to address pedestrian and cyclist safety concerns along Lawrenceville Highway. As a follow up to this study, it is recommended to develop concept designs for both Lawrenceville Highway and Hugh Howell Road to consider streetscape design, medians, landscaping, burying utilities, signage, etc. The Lawrenceville Highway Design Concept should extend from the western city limits to Hugh Howell Road. The Hugh Howell Design Concept should extend the length of the corridor from downtown to Mountain Industrial Boulevard.

The Juliette Road/Richardson Street Corridor is also an area of community concern due to lack of connectivity and poor streetscape design. The city is encouraged to continue efforts to better connect these streets and improve design to accommodate vehicular, pedestrian and cyclist movement. This area is also discussed in Goal 3 in regard to housing conditions.

The city has also begun planning for three beautification projects: the former Montreal Road Right-of-Way Beautification Project, Lawrenceville Highway and I-285, and Fellowship Road at the CSX railroad crossing. These projects focus on enhancing the look and feel of these areas and providing improved pedestrian access, as appropriate.



2

To ensure cohesive design throughout the city, it is recommended that the city amend zoning regulations to create more uniform sidewalk standards.

Sidewalk infill continues to be a city priority. The following are infill projects included in the work program to support this goal:

- Old Norcross Road; Cofer Library to Spring Glen Drive (west side)
- Hugh Howell Road; Cowan Road to Mountain Industrial Boulevard (north side)
- E. Ponce de Leon Avenue; Idlewood Road to Orchard Park Apartments (north side)
- Brockett Road; Lawrenceville Highway to Cooledge Road (west side gaps)
- Lawrenceville Highway; MARTA bus stop to Cowan Road (east/north side)
- Cooledge Road; Lawrenceville Highway to Cousins Way (east side)
- Mountain Industrial Boulevard; Hugh Howell Road to Lawrenceville Highway
- Montreal Road; Lavista Road to Lawrenceville Highway
- Idlewood Road; Elmdale Drive to E. Ponce de Leon (west side)
- Fellowship Road; Idlewood Road to Lawrenceville Highway (east side)

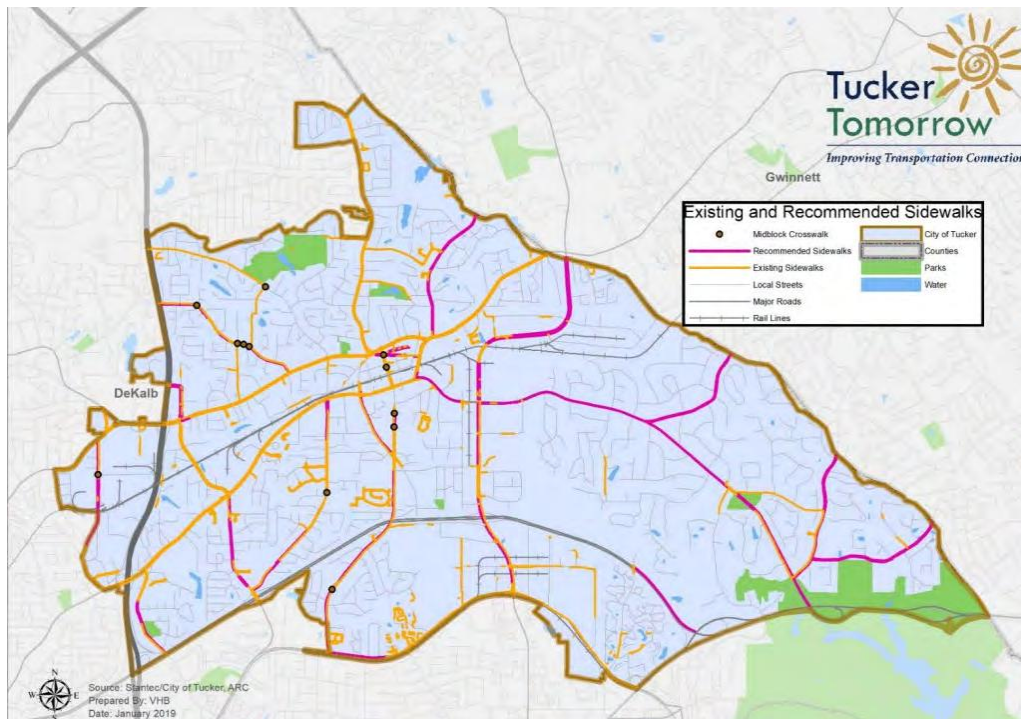


Figure 28:
Tucker Strategic
Transportation
Master Plan,
Existing and
Recommended
Sidewalks

3

Improve Lawrenceville Highway-Hugh Howell Road Corridor

Lawrenceville Highway and Hugh Howell Road are of great community concern in terms of visual appearance and safety for all modes of transportation. These corridors are key gateways into and through the city, connecting neighborhoods to downtown, shopping destinations, and parks and recreation facilities. They are the heartbeat of the community, but not representative of the look, feel, or functionality that the community desires. The intent of this policy is to create more appealing corridors that better serve the Tucker community.

Streetscape design is a key recommendation to address the visual appearance of the Lawrenceville Highway and Hugh Howell Road Corridors. A large portion of Lawrenceville Highway is currently being studied as part of the Lawrenceville Highway Code Study. This study is identifying zoning recommendations to enhance the look and feel of this corridor, including the creation of a new special zoning district. As a follow up to this study, and in support of this policy, it is recommended to complete a design concept for Lawrenceville Highway, extending from the western city limits to Hugh Howell, that considers streetscape design, medians, landscaping, curb cut consolidation, burying utilities, signage, etc. Streetscape design can then be incorporated into the overlay district, as appropriate. A similar concept design study is recommended for Hugh Howell Road to extend from downtown to Mountain Industrial Boulevard. It should be noted that both Lawrenceville Highway and Mountain Industrial Boulevard are state routes which require GDOT approvals.

It is recommended to take into consideration the different land use characteristics of each roadway in the design concept studies, particularly the more residential feel on the eastern and western ends of the corridors and the more commercial central spine. Considerations for future redevelopment along this corridor should also be incorporated to ensure access to potential mixed-use redevelopment sites.

Streetscape design and elements for this corridor should also be incorporated into the City Standards Guidebook, as described in Goal 1.



03 PRESERVE & IMPROVE NEIGHBORHOODS

The preservation and enhancement of tree-lined neighborhoods is a high priority, along with the expansion of opportunities for households of all ages and income levels to remain in Tucker or move into the community.



Goal Policies

1. Preserve and Enhance Suburban Neighborhoods
2. Focus on Maintaining Stability of Residential Uses Alongside Transportation Projects
3. Direct New Housing Development to Major Activity Areas
4. Provide Livable, Safe and Affordable Housing
5. Provide Better Connections

1

Preserve and Enhance Suburban Neighborhoods

The intent of this policy is to preserve and enhance the suburban character of Tucker's neighborhoods. The community feels a sense of pride in the unique housing stock (diversity of housing look and style), the nature, trees, and wildlife ingrained in neighborhoods, the quiet, peaceful streets, and the community feel.

To support the preservation and enhancement of Tucker's neighborhoods, several beautification items are recommended. Trees shall be preserved when feasible and new trees shall be planted throughout new developments to ensure the overall canopy is maintained over time. Several small area studies are recommended at major gateways into the city. These studies provide an opportunity to continue highlighting the unique neighborhood characters while enhancing the look and feel of the neighborhood entrances. In conjunction, the previously mentioned City Standards Guidebook can help identify appropriate signage, landscaping, and other gateway elements to keep the design cohesive to the larger community, while still giving leeway to emphasize the uniqueness of each neighborhood.

Of special interest to the community is the preservation of the Peters Park neighborhood, a historic African American community, located between Elmdale Drive, Tucker Industrial Road, and Herbert Drive. This community is surrounded by industrial land uses, and it is recommended to strengthen zoning regulations and standards in the area to prevent further industrial encroachment.

Code enforcement recommendations are also provided in this document, primarily to ensure commercial properties adjacent to residential communities remain good neighbors and to prevent blight. The city should continue to use code enforcement staff to promote and maintain safe and desirable living and working environments through compliance with city ordinances. This includes educational outreach and exploring possible assistance programs that can help elderly or low-income homeowners with necessary repairs.

2

Focus on Maintaining Stability of Residential Uses Alongside Transportation Projects

This policy remains as is, from the 2018 Comprehensive Plan, as it is still important to ensure that any future road improvement projects do not destabilize the character of housing along the respective roadway corridor. Likewise, in considering redevelopment proposals, projects that will result in isolated, residentially developed single-family “out parcels,” should be carefully evaluated with thought towards the future viability of the respective out parcel as an isolated single-family residential use. Some of these locations, particularly those close to downtown Tucker, could be suitable for townhome development with limits on the number of curb cuts and the incorporation of vegetative buffering abutting any existing single-family residential uses.

3

Direct New Housing Development to Major Activity Areas

This policy aims to identify appropriate locations for new and more diverse housing types in an effort to maintain the character of existing single-family neighborhoods. Specifically, the intent is to direct new, higher density housing and mixed-use development to downtown, Northlake Mall, and along key corridors such as Lawrenceville Highway and Hugh Howell Road where higher density housing can make redevelopment of underutilized large parcels more economically viable.

Further study of Northlake Mall and surrounding properties is recommended to determine viable opportunities for redevelopment into mixed-use developments that support a variety of housing types.

Building height and density allowances will be key to attracting higher density, mixed-use development to these areas. Zoning text amendments are recommended to appropriately provide these allowances. Consider a text amendment to increase density for mixed-use development and, as listed in Goal 1, update maximum building heights in the properties surrounding downtown.

Additionally, it is recommended to incorporate identified sites and findings from the downtown and Northlake studies into marketing efforts to attract brokers and developers to these desirable redevelopment sites.

4

Provide Livable, Safe and Affordable Housing

The intent of this policy is to ensure Tucker provides diverse, quality housing typologies at a variety of price points. This includes housing options for young people, families, and seniors. The standard for affordable housing options should be high-quality, livable, and safe units. Older apartments that are affordable by nature should be set to a high standard of maintenance to ensure they provide quality living environments. New affordable housing units are encouraged to be incorporated into market rate developments, creating mixed-income communities, and minimizing pockets of poverty. Consider incentive programs to encourage mixed-income development.

Of particular concern is the Juliette-Richardson Corridor and the naturally occurring affordable housing complexes in this neighborhood. This area receives multiple code enforcement violations and has high crime rates. As mentioned in Goal 2, the city is investing in street improvements in this corridor to address safety. Similarly, the city is encouraged to continue efforts to improve the multi-family livability and safety of this neighborhood.

5

Provide Better Connectivity

As identified in Goal 2, connecting Tucker's neighborhoods to downtown, parks and recreation, and other amenities, will continue to enhance the livability of Tucker.

As new development occurs, it is recommended to encourage developers to incorporate park amenities, such as pocket parks, within new development and link these spaces to the surrounding neighborhoods and the larger park system with trail connectivity. The city should update open space requirements within zoning regulations.

The city is encouraged to continue sidewalk infill and trail initiatives as highlighted in Goal 2, to continue to connect the community.



MEMO

To: Honorable Mayor and City Council Members
From: Beverly Hilton, Finance Director
CC: Tami Hanlin, City Manager
Date: October 3, 2023
RE: Memo for Revise Purchasing Policy

Description for on the Agenda:

Ordinance O2023.10.19 to Amend the Purchasing Policy for the City of Tucker, GA

Issue:

Revise Purchasing Policy to include Federal Purchasing requirements and other updates.

Recommendation:

Review and approve revised Policy.

Background:

Our Purchasing Policy is required per our Charter. Any revision to the approved policy shall be made with an ordinance which requires two hearings and two reads before adoption. Language has been refined in our Purchasing Policy to include requirements found in the Code of Federal Regulations for purchases made with federal funds (ARPA). We are also seeking approval for the self-certification to set the Micro-Purchase threshold to \$50,000 as allowed in Federal Code. This will help staff with ARPA projects so we can get those funds spent in the requisite time.

Summary:

Staff is seeking approval of the amended Purchasing Policy and Self-Certification for establishing the Micro-Purchase threshold for federal funds.

Financial Impact:

Changes are procedural.

**STATE OF GEORGIA
CITY OF TUCKER**

ORDINANCE O2023-10-19

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF AMENDING THE TUCKER PURCHASING POLICY AND TO PROVIDE SELF-CERTIFICATION AS REQUIRED BY THE CODE OF FEDERAL REGULATIONS TO ESTABLISH A MICRO-PURCHASING THRESHOLD AS REQUIRED FOR PURCHASING USING FEDERAL FUNDS.

WHEREAS, the City of Tucker is required by Section 5.06 of the City Charter to prescribe procedures for a system of centralized purchasing for the City; and

WHEREAS, the City of Tucker previously adopted the Purchasing Policy; and

WHEREAS, the City of Tucker is required to provide self-certification annually to establish the Micro Purchase Threshold for purchases using federal funds; and

WHEREAS, the Mayor and City Council desire to adopt the amended Purchasing Policy for the City of Tucker and require annual self-certification to establish the Micro Purchase Threshold for purchases using federal funds; and

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Tucker while at a special called meeting on October 23, 2023 that the attached Purchasing Policy and Self-Certification for Micro-Purchase Threshold is approved and effective upon its adoption.

SO ORDAINED, this the 23rd day of October, 2023.

Approved:

Frank Auman, Mayor
City of Tucker

ATTEST:

Bonnie Warne, City Clerk

[SEAL]

City of Tucker, Georgia
Administrative Regulation-Self-Certification of Increased Micro-Purchase Threshold

Pursuant to the City of Tucker Purchasing Policy, the Mayor and City Council has authorized the City Manager to develop purchasing procedures to implement the requirements of State and Federal law. Further, the Mayor and Board have delegated authority to the City Manager to make budgeted purchases of goods and services costing less than \$30,000.

WHEREAS, Pursuant to 2 CFR 200.320 (a)(1)(iv), a non-Federal entity may self-certify a Micro Purchase Threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with 2 CFR 200.334.

WHEREAS, Pursuant to 2 CFR 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures.

THEREFORE, the City of Tucker, Georgia self-certifies that effective July 1, 2023, for fiscal year 2023-3024, its Micro Purchase Threshold, as defined in 2 CFR 200.320(a)(1)(ii), is hereby increased to \$49,999. Unless otherwise required by the City's internal purchasing regulations or controls, purchases utilizing Federal Funds up to the Micro Purchase Threshold may be purchased without soliciting competitive price or rate quotations if the City considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly.

This self-certification is based on the following justification, as recognized and authorized by 2 CFR 200.320(a)(1)(iv)(A): A qualification as a low-risk auditee, in accordance with the criteria in 2 CFR 200.520 for the most recent audit.

In any instance where State or Federal law imposes a requirement to competitively procure any good or service costing less than \$50,000, or where State or other Federal law imposes more stringent purchasing standards or procedures set forth in 2 CFR Part 200, the City of Tucker shall follow the more restrictive legal requirement.

APPROVED BY:

Frank Auman, Mayor
City of Tucker

ATTEST:

Bonnie Warne, City Clerk

[SEAL]

Purchasing Policy of the City of Tucker

Original Approved by Ordinance August 8, 2016, by Mayor and Council
Current Version - Amendment #4 October 23, 2023

I. Purpose

PURCHASING POLICY

The purpose of this policy is to state the City's position regarding the responsibility and authority for the acquisition and contracting for Goods, Services, Professional Services, Real Estate, Construction Services and Capital Assets. This document will clarify purchasing functions and outline purchasing policies, as well as describe departmental relationships, responsibilities, and participation in the procurement cycle. This policy will provide control functions, assure proper record keeping and confirm purchases in writing to allow the City to meet the following goals:

- Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;
- Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;
- Safeguard the quality and integrity of the City's procurement process;
- Ensure compliance with laws and regulations pertaining to the procurement of Goods, Services, Professional Services, Real Estate, Construction Services and Capital Assets;
- Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;
- Administer procurement contracts and contract amendments; and
- Properly dispose of all material and equipment declared to be surplus or obsolete.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

The Purchasing Policy outlined herein shall be used in conjunction with Policies included in the Financial Policies of the City of Tucker.

II. Scope

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes. The policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

The provisions of this policy do not apply to procurements for the following:

- A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 et seq.
- B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;

- C. Land, artistic work, or other goods and services whose inherent nature is unique and cannot be competitively compared to other goods within its class, except as provided in section VIII. Real Estate Acquisition;
- D. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;
- E. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;
- F. Insurance procured through a negotiating process;
- G. Items or services procured for resale or to generate a revenue;
- H. Advertising;
- I. Subscriptions and dues established during the budget process;
- J. Utilities; and
- K. Seized Property included in a court order authorizing disposal.

III. Ethics in Procurement

(Tucker City Charter, Section 2.1.3, Prohibitions)

“(a) No elected official, appointed officer, or employee of the city or any agency or political entity to which this charter applies shall knowingly:

- (1) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is in conflict with or which is within the scope of the proper discharge of official duties or which would tend to impair the independence of his or her judgment or action in the performance of official duties;*
- (2) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of official duties or would tend to impair the independence of his or her judgment or action in the performance of official duties;*
- (3) Disclose confidential information concerning the property, government, or affairs of the governmental body by which engaged without proper legal authorization or use such information to advance the financial or other private interest of himself or herself or others, except as required by law;*
- (4) Accept any valuable gift, whether in the form of service, loan, object, or promise, from any person, firm, or corporation which to his or her knowledge is interested, directly or indirectly, in any manner whatsoever, in business dealings with the governmental body by which he or she is engaged. As used in this paragraph, the term "valuable" means an amount determined by the city council; provided, however, that the amount shall not exceed \$150.00; or*

(5) *Vote or otherwise participate in the negotiation or in the making of any contract with any business or entity in which he or she or any member of his or her immediate family has a financial interest.*

(b) *Any elected official, appointed officer, or employee who has any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such private interest to the city council. As used in this subsection, the term "private financial interest" includes the interest of a spouse, child, or significant other or domestic partner. The mayor or any councilmember who has a private interest in any matter pending before the city council shall disclose in writing such private interest, such disclosure shall be entered on the records of the city council, and he or she shall disqualify himself or herself from participating in any decision or vote relating thereto. Any elected official, appointed officer, or employee of any agency or political entity to which this charter applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such entity shall disclose such private interest to the governing body of such agency or entity.*

(c) *No elected official, appointed officer, or employee of the city or any agency or entity to which this charter applies shall use property owned by such governmental entity for personal benefit, convenience, or profit, except in accordance with policies promulgated by the city council or the governing body of such agency or entity*

(d) *Any violation of this section which occurs with the knowledge, express or implied, of a party to a contract or sale shall render such contract or sale voidable at the option of the city council.*

(e) *Except as authorized by law, no member of the city council shall hold any other elective city office or be employed by any city or county government during the term for which elected."*

IV. Responsibility

A. Purchasing Agent

The City Council appoints the City Manager, or such other Employee appointed by the City Manager, to serve as the Purchasing Agent for the City, or the City Council may contract with an independent third party to serve as the Purchasing Agent under the direction and control of the City Manager (City Charter, Section 3.04). Purchasing agents with respective purchase authority thresholds appointed and approved in writing by the City Manager shall adhere to established purchasing procedures.

Where in the best interest of the City, the Purchasing Agent may require Bid/Proposal Bonds, insurance, and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.

B. City Council

The City Council shall approve final Contracts and Amendments valued more than \$30,000 and execute and bind the City to such agreements. Contracts valued at less than \$30,000 may be approved, executed and delivered by the City Manager or designee of the City Manager with a copy of said contract to be delivered to the City Council by the City Clerk via email. Except for intra-department budget transfers,

no contract shall be approved unless the funds have been appropriated in the budget of the City or otherwise by the City Council.

C. City Attorney

No contract with the city shall be binding on the city unless it is in writing (City Charter, Section 5.05). The city attorney or attorneys shall review and sign all contracts and documents that bind the city but shall not have the power to bind the city. (City Charter, Section 3.08).

V. Competitive Procurements

Verbal Quotes

Requisitions for items under \$20,000 require at least two (2) verbal quotes. The vendor's name and quote must be written on the requisition, which is used to generate the purchase order.

Written Quotes

Purchasing will receive at least two (2) written quotes on items requisitioned that are valued \$20,000 to \$50,000. These requests will always be made in writing. The request for quotes can be made in writing; the Purchasing Agent will determine this. Contracts are required for purchases above \$30,000 and must be reviewed by the City Attorney before presentation to City Council.

Formal Sealed Bids

The Purchasing Office will request sealed bids on items or projects requisitioned which are not professional services, that meet the following criteria:

- The items or projects are valued over \$50,000.
- Clear and adequate specifications are available.
- Two or more responsible offerors are willing to participate in the process.
- Not acquired via the State procurement process.
- Not acquired via another local jurisdiction's process.

These requests are always made in writing. The vendor list is made up of companies from the bid list and recommendations from the department. The Bid List is a current file of requests from companies for this purpose. Sealed bids will be publicly advertised for a minimum of two (2) consecutive weeks in the City's legal organ.

Public Works Projects over \$100,000 are required by Georgia State Law to have Payment Bonds and Performance Bonds for 100% of the contract amount. When these bids are requested the standard City documents with this information will be used. The City will also require that a 5% Bid Bond be submitted with the bid. These projects will be advertised in the legal organ for the City.

A split or partial quotation may be awarded, if a request is for multiple Goods or Services, more than one Vendor provides a quotation that meets the specifications for the items, and a price comparison can be made between the items quoted.

Invitation for Bids

Invitation for Bids (IFB) are prepared and issued to prospective Bidders, with the goal of obtaining competitive responses for the procurement of Goods, Capital Assets, Services and Construction Services.

Public notice (such as publication in a newspaper of general circulation or posting on the Purchasing Agent's Internet Web page) of the IFB must be given a minimum of fourteen (14) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency requirement for Goods, Capital Assets, Services or Construction Services exists, in which instance, the requirement for public notice may be reduced by the Purchasing Agent.

Bids shall be opened publicly in the presence of the Purchasing Agent or the designee of the Purchasing Agent and at least one other witness at the time and place designated in the Invitation for Bids. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet.

Split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial quotation awards.

Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the IFB; however, minor irregularities may be waived by the City. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the IFB.

Late bids will be rejected and returned unopened.

Bids will be evaluated based on the qualification factors set forth in the IFB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). Criteria for the acceptability of Goods or Capital Assets shall be used to determine whether Goods are responsive to the IFB, and not to determine the relative desirability between acceptable Goods or Capital Assets. The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

If no responsive and responsible Bids are received or all bids are rejected, the City may procure such Goods and Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

The Bid will be awarded, if an award is made, to the responsible and responsive Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the Invitation for Bid. The Bid may require a Contract.

Request for Proposals (RFP)

When the Purchasing Agent determines the use of an Invitation for Bids is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited using an RFP, with the goal of obtaining competitive responses.

Public notice of the RFP shall be given in the same manner as the procurement described in section VII, sub-section A of this policy.

Proposals shall be opened publicly by the Purchasing Agent, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals is prepared that lists each Proposer's name. Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq.

Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.

Late proposals will be rejected and returned unopened.

The RFP will identify the criteria to be considered and evaluated as the basis of the award.

Proposals submitted by responsible and responsive proposers are evaluated by the Purchasing Agent or the designee of the Purchasing Agent based upon the criteria applicable to the RFP. All proposals (or the most acceptable proposals at the discretion of any committee evaluating proposals) will be ranked in order of their acceptability to the City, considering the criteria. The City has no obligation to award the Contract to the Proposer who proposes the lowest price.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification of information submitted in any proposal, to further negotiate with a Responsive and Responsible Proposer who has been selected for Contract award, or to reject any or all proposals for any reason whatsoever.

The Contract award will be awarded, if award is made, by the City to the responsive and responsible proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP. The RFP will contain the basis on which the award is to be made.

If no responsive and responsible proposals are received or all proposals are rejected, the City may procure such Goods, Capital Assets, Services, and Construction Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

Request for Qualifications

Requests for Qualifications (RFQ) may be used when it is determined to be in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, without regard to price or prior to considering price.

The procedure for soliciting, opening, and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals. Such service providers whose qualifications meet the criteria established in the RFQ, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation. The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached. Alternatively, the City may, by Direct Negotiation, finalize terms with service providers who are selected for an award based on qualifications. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

Online Reverse Auction

The City reserves the right to utilize this procurement method when advantageous. The process will be specified in the Solicitation Documents.

Performance Guarantee

A Bid/ Proposal Bond may be required for any solicitation. Performance and payment bonds are required based on the solicitation.

Approval of Awards and Recommendations

Prior to the consummation of the purchase by the City of Goods, Services, or Professional Services, such purchase shall be approved by a person having approval authority over such purchase.

Forms

The Purchasing Agent shall provide and update all forms to procure Goods, Services, and Professional Services, as needed.

VI. Non-Competitive Procurements

The provisions of this policy section shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when competitive procurement is not practical, feasible, possible, desirable, or required. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City, including but not limited to a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114.

Sole Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are limited to one source, or when they must be obtained from a specific manufacturers' dealer and valid competition among dealers does not exist. The User must provide the justification for the Sole Source Procurement to the Purchasing Agent after approved by the City Manager or Council.

Single Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction and Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive marketplace which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. The User must provide the justification for the Single Source Procurement to the Purchasing Agent after approved by the City Manager or City Council. The Purchasing Agent may elect to purchase particular brand name Goods or Services or an equivalent when the Goods or Services comprise a major brand system, program or service previously selected by the City and due to operational effectiveness, future enhancements or additions, or maintenance or storage of spare parts precludes the mixing of brands, manufacture, etc.

Direct Negotiation

Following the completion of a Competitive Award solicitation process above that fails to produce a responsible or responsive bidder or proposer, fails to produce a qualified respondent, or for which all submissions were rejected for any reason, the City may procure the Goods, Capital Assets, Services, Construction Services or Professional Services that were the subject of such failed solicitation by Direct Negotiation with any provider of such Goods or Services when issuing a revised solicitation is not recommended by the City Manager with concurrence from legal counsel.

Direct Negotiation will be completed by the Purchasing Agent, assisted as needed by the User and legal counsel.

Emergency Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency.

The City Manager shall make the determination when an Emergency exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

A written basis for declaring the Emergency and for the selection of the Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the contract file.

If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Purchasing Agent, any purchase necessary shall be made by the official in charge of such agency, and such purchase reported to the Purchasing Agent within 24 hours.

Costs under the Competitive Threshold

The Purchasing Agent with written and signed consent of the City Manager, where applicable, may acquire Goods, Capital Assets, Construction Services and Professional Services appropriated by the City Council in the City budget or otherwise by Direct Negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \$30,000 and a properly executed and authorized Requisition is received. Under this non-competitive method, the Purchasing Agent shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. The User may acquire by Requisition Goods, Services, Construction Services and Professional Services appropriated by the City Council in the City budget or otherwise by Direct Negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \$30,000. Under this non-competitive method, the User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.

Direct Negotiation and Other Public Entities and Co-ops

The City may acquire Goods, Capital Assets and Services by Direct Negotiation or other method involving limited or no competition from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for

Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts. Use of State/Co-Op Contracts: The Purchasing Agent may, independent of the requirements of bid process of this article, procure supplies, services or construction items through the Contract established through competitive means by the purchasing division of the State of Georgia, national Co-Ops (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.

Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered. The Purchasing Agent will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price. If the quoted price of the change order is less than \$30,000, the requisition will be processed pursuant to the requirements of Section V(A)(12) of this Purchasing Policy. Any requisitions with a change order of \$30,000 or more require City Council approval. The Purchasing Agent cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.

Credit Cards

Credit Cards shall only be issued upon approval of both department head and the City Manager. The individual purchase limit and Monthly Credit limit for each card shall be set by the Director of Finance in accordance with delegated purchasing authority assigned by the City Manager. All individuals assigned a Credit Card on behalf of the City shall be personally responsible for its use and any fraudulent use. The City Manager shall maintain a Credit Card Policy. This Policy shall be provided and acknowledged by everyone before being assigned a credit card

VII. Immigration Compliance

The City shall comply with the Federal Work Authorization Program, also known as E-Verify in accordance with state law as it relates to contracting, O.C.G.A. §13-10-90 et seq.

VIII. Federally Funded Procurements

Compliance with Federal Law

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The City will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the City have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

Contract Award

All contracts shall be awarded only to the lowest responsive and responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.

No Evasion

No contract may be divided to bring the cost under bid threshold or to evade any requirements under this Policy or state and federal law.

Contract Requirements

All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R. § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

Contractor Oversight

The City department receiving the federal funding must maintain oversight of the contract to ensure that the contractor is performing in accordance with the contract terms, conditions, and specifications.

Conflict of Interest

Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

General Procurement Standards and Procedures:

The requesting Department shall procure all contracts in accordance with the requirements of the Section of the Policy.

- A. Necessity. Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Finance Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. Clear Specifications. All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. Notice of Federal Funding. All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. Compliance by Contractors. All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

- E. Fixed Price. Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- F. Use of Brand Names. When possible, performance or functional specifications are preferred to allow for more competition, leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is to be used as reference only and "or equal" must be included in the description.
- G. Lease versus Purchase. Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for M/WWBE Participations. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- I. Documentation. Documentation must be maintained by the Finance Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost Estimate. For all procurements costing \$250,000 or more, the Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. Contract Requirements. A written contract must be prepared incorporating the provisions referenced in this Policy.
- L. Debarment. No contract shall be awarded to a contractor included on the federally debarred bidders list.
- M. Contractor Oversight. The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure the contractor is performing in accordance with the contract terms, conditions, and specifications.

- N. Open Competition. Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for “or equal” products, or other unnecessary requirements that have the effect of restricting competition.
- O. Geographic Preference. No contract shall be awarded based on geographic preference.
- P. Georgia Procurement Registry. Any bid or proposal opportunities for goods, services, or both shall be posted on the Georgia Procurement Registry in accordance with State law. Georgia Public Works contracts shall be posted subject to Chapter 91 of Title 36 of the O.C.G.A.

Specific Procurement Procedures

The Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts (except for A/E professional services) and Purchase Contracts costing less than \$50,000 shall be procured using the Uniform Guidance “Micro-Purchase” procedure (2 C.F.R. § 200.320(a)) as follows:
 - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is fair and reasonable.
 - 2. To the extent practicable, purchases must be distributed among qualified suppliers.
- B. Service Contracts (except for A/E professional services) and Purchase Contracts costing \$50,000 up to \$250,000 shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
 - 1. In accordance with Current State Law, contract must be posted on the Georgia Procurement Registry (GPR).
 - 2. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
 - 3. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
 - 4. Cost or price analysis is not required prior to soliciting bids.
 - 5. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
 - 6. Award the contract to the lowest responsive and responsible bidder.
- C. Service Contracts (except for A/E professional services) costing over \$250,000 may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the service being sought. The procedures are as follows:
 - 1. In accordance with current State law, contract must be posted on the Georgia Procurement Registry (GPR).

2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 3. Identify evaluation criteria and relative importance of each criterion (criteria weight) in the RFP.
 4. Consider all responses to the publicized RFP to the maximum extent practical.
 5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
 6. Award the contract to the responsible firm with the most advantageous proposal considering price and other factors identified in the RFP. Governing board approval is not required.
 7. Award the contract on a fixed-price or cost-reimbursement basis.
- D. Construction and repair contracts costing less than \$50,000 shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:
1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is fair and reasonable.
 2. To the extent practicable, contracts must be distributed among qualified suppliers.
- E. Construction and repair contracts costing \$50,000 up to \$250,000 shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
1. In accordance with Current State Law, contract must be posted on the Georgia Procurement Registry (GPR).
 2. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number”, so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
 3. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
 4. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
 5. Award the contract on a fixed-price or not-to-exceed basis.
 6. Award the contract to the lowest responsive and responsible bidder. Governing board approval is not required.
- F. Construction and repair contracts costing \$250,000 and above shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:
1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
 2. Complete specifications must be made available to all bidders.
 3. In accordance with Current State Law, contract must be posted on the Georgia Procurement Registry (GPR).
 4. The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
 5. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 6. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be sealed when submitted. A minimum of two bids must be received to open all bids.

7. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price are required of the winning bidder.
8. Award the contract on a firm fixed-price basis.
9. Award the contract to the lowest responsive and responsible bidder. Governing board approval is not required. All bids may be rejected only for "sound documented reasons."
- G. Contracts for Architectural and Engineering Services costing \$250,000 or more shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:
 1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms. Price (other than unit cost) shall not be solicited in the RFQ. In accordance with Current State Law, contract must be posted on the Georgia Procurement Registry (GPR).
 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 3. Identify the evaluation criteria and relative importance of each criterion (the criteria weight) in the RFQ.
 4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
 5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
 6. Consider all responses to the publicized RFQ to the maximum extent practical.
 7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
 8. Price cannot be a factor in the initial selection of the most qualified firm.
 9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
 10. Award the contract to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

Exceptions.

Non-competitive contracts are allowed only under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole Source. A contract may be awarded without competitive bidding when the item is available from only one source. The Finance Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- B. Public Exigency. A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate Competition. A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

- D. Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedule of contracts.
- E. Awarding Agency Approval. A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with State Law.

VIII. Self-Certification for Micro Purchasing

In accordance with 2 CFR 200.320 (a) (1) (iii) Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation. Annual self-certification shall accompany the annual budget and must be approved by Mayor and City Council.

IX. APPENDIX

Definitions

When used in this policy, the following words, terms and phrases, and their derivations, shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning,

- A. ADDENDUM means a change, clarification, or correction in the Solicitation Documents, prior to the award of a Contract.
- B. AMENDMENT means an agreed upon change order, addition to, deletion from, correction or modification of a Contract including a Contract Extension or a Contract Renewal.
- C. APPEAL means a specific written objection by an interested Person to a Request for Qualifications, a Request for an IWQ, an Invitation for Bid, an Invitation to Negotiate, a Request for proposal, or an award or proposed award of a Contract, with the intention of receiving a remedial result.
- D. BID / PROPOSAL BOND means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- E. BIDDER means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.
- F. BUYING COOPERATIVE OR ALLIANCE means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.

- G. CAPITAL ASSET is an item of personal property having a normal life expectancy of three years or more other than components.
- H. CHANGE ORDER means a valid instruction, from an authorized signatory of the city, that results in revised work to a contract that increases the cost to the City. Change orders are appended to the original contract and become part of said contract.
- I. CITY means the City of Tucker and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the City Council, committees, boards and staff.
- J. CITY ETHICS POLICY shall mean Article XI., Code of Ethics, of Chapter 2, Administration, of the Code of the City of Tucker, as amended.
- K. CITY FINANCE DIRECTOR/FINANCE DIRECTOR means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- L. COMPETITIVE AWARD means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.
- M. CONSTRUCTION means the process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials, therefore the term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings, or real property.
- N. CONSTRUCTION SERVICES means services rendered by an independent and licensed contractor having expertise in Construction.
- O. CONTRACT means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications, and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
- P. CONTRACT EXTENSION means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- Q. CONTRACT RENEWAL means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.
- R. EMPLOYEE means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term "employee" shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.

- S. EMERGENCY PROCUREMENT means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- T. EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- U. ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.
- V. GIFTS or FAVORS means anything of any service of value. Value shall be defined in the same manner as defined as the lesser of \$150 or an amount specified in any City's ethics policy.
- W. GOODS or COMMODITIES means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- X. GOVERNING AUTHORITY means the City entity responsible for the Contract.
- Y. INFORMAL WRITTEN QUOTES (IWQ) means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does not require a more formal Bid or proposal process.
- Z. INVITATION TO BID (ITB) means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.
- AA. LATE BID/PROPOSAL means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.
- BB. LIFE CYCLE COST ASSESSMENT means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- CC. MULTIPLE AWARD SCHEDULE CONTRACT means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- DD. NEGOTIATED AWARD means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.
- EE. OFFICIAL means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.

- FF. ONLINE REVERSE AUCTION means a purchasing method wherein Bidders enter prices for items electronically, and their prices are displayed for other bidders to see with all Bidders given the opportunity to continually bid a lower price until the time period of the bid expires.
- GG. ORDINANCE means related Administration Ordinance in Chapter 2, Article 7 of the City's Municipal Code.
- HH. PAYMENT TERMS means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- II. PERFORMANCE BOND means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the discretion of the City, be substituted for the performance bond.
- JJ. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- KK. PRACTICABLE means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- LL. PRE-QUALIFICATION means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.
- MM. PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- NN. PROPOSER means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.
- OO. PURCHASE ORDER means a document approved and issued by the Purchasing Agent or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.
- PP. PURCHASING is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- QQ. PURCHASING AGENT means the principal purchasing official of the City who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- RR. REAL ESTATE means land and any improvements and appurtenances thereto.
- SS. REAL ESTATE ACQUISITION means the acquisition of a fee interest, estate for years or usufruct in Real Estate by purchase or lease.

- TT. REQUEST FOR PROPOSALS (RFP) means all documents utilized for soliciting proposals for Goods, Capital Assets or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- UU. REQUEST FOR QUALIFICATIONS (RFQ) means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.
- VV. REQUISITION means an internal document, provided by a department to the Purchasing Agent that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- WW. RESPONSIBLE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.
- XX. RESPONSIVE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.
- YY. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.
- ZZ. SHORTLISTING means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.
- AAA.SINGLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.
- BBB. SOLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given Purchasing need of the City.
- CCC. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.
- DDD. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

EEE. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

FFF. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.

GGG. THE USING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

DRAFT

DRAFT



MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: Tami Hanlin, City Manager
Date: October 2, 2023
RE: Memo for Lawrenceville Highway Rezoning

Description for on the Agenda:

First read and public hearing of an Ordinance to amend the Official Zoning Map of the City of Tucker relating to properties along Lawrenceville Highway, Steel Drive, Woodbriar Circle, Weston Lane, Sheridan Street, Lexington Road, Stockton Drive and Brockett Road.

Issue:

The Lawrenceville Highway corridor, between Brockett and Cooledge Roads, was identified for a new special zoning district in order to better align zoning regulations with the community's vision for the corridor. The corridor has a number of challenges including it being a heavily trafficked, 5-lane state highway with a high density of curb cuts. It also runs parallel to an active rail line and there are multiple narrow parcels along the corridor that limit redevelopment options.

Rezoning this area to the Lawrenceville Highway special zoning districts would better align the area with surrounding zoning districts and would allow it to be consistent with the Light Industrial and Commercial Redevelopment Corridor Character Areas. The zoning districts included in this rezoning are LH-1 (Lawrenceville Highway Residential), LH-2 (Lawrenceville Highway Neighborhood), LH-3 (Lawrenceville Highway Core), and LH-4 (Lawrenceville Highway Industry).

Staff finds that the proposed rezonings to LH-1, LH-2, LH-3, and LH-4, aligns with the surrounding zoning districts, abutting residential uses, and the Tucker Tomorrow Comprehensive Plan.

Recommendation:

Staff recommends approval of the rezoning.

Planning Commission recommends approval of the rezoning.

Background:

The first step in this process was to create a new zoning code that establishes the LH zoning districts. This code was drafted by Pond & Company after extensive research and community engagement and was adopted by the City Council on September 11, 2023 (02023-08-13). The second step is the city-initiated rezoning of the 224 properties within the study area. Pond & Company, along with Staff, have created a proposed map based on zoning standards, as well as input from property owners and abutting neighbors. An excel spreadsheet has also been created which lists each property, the existing zoning, and the proposed zoning.

Summary:

The land use petition to rezone 224 parcels along Lawrenceville Highway between Brocket and Cooledge Roads is consistent with the recommendations of the Comprehensive Plan and would be compatible with the surrounding neighborhoods.

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF
TUCKER RELATING TO PROPERTIES ALONG LAWRENCEVILLE HIGHWAY,
STEEL DRIVE, WOODBRIAR CIRCLE, WESTON LANE, SHERIDAN STREET,
LEXINGTON ROAD, STOCKTON DRIVE AND BROCKETT ROAD.**

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, 2023 and November 13, 2023;

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 13, 2023 hereby ordains and approves Rezoning 23-0002, as listed in “O2023-10-20 Exhibit A,” and shown in the attached map titled “Proposed LH Zoning Map” with no conditions.

So effective this 13th day of November 2023.

Approved by:

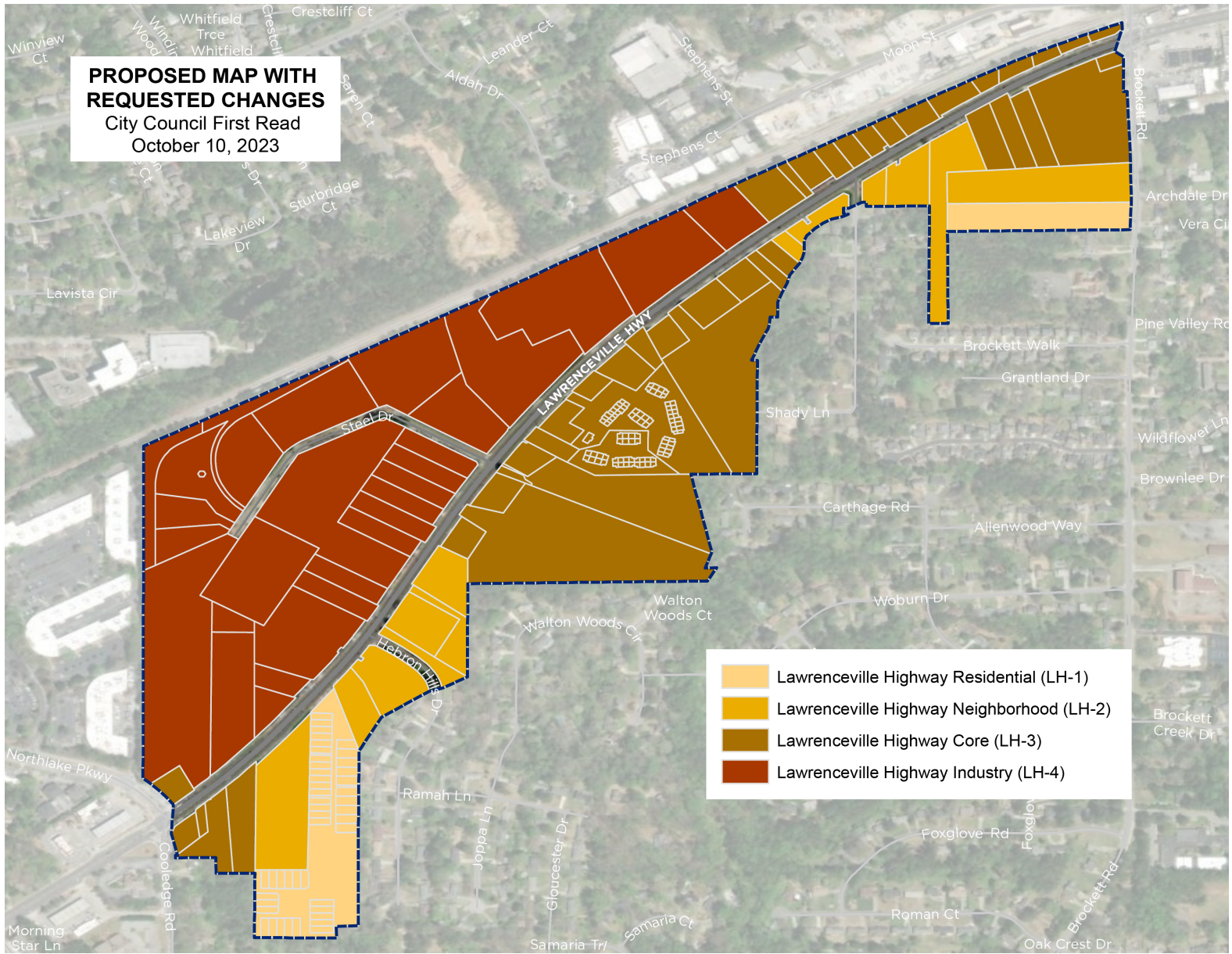
Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL

**PROPOSED MAP WITH
REQUESTED CHANGES**
City Council First Read
October 10, 2023



O2023-10-20 Exhibit A

PARCEL ID	ACREAGE	ADDRESS	STREET NAME	UNIT	EXISTING ZONING	ZONING CONDITIONS	PROPOSED ZONING
18 212 06 005	2.86803888	2140 BROCKETT ROAD			R-75		LH1
18 212 06 006	3.72065096	2154 BROCKETT ROAD			R-75		LH2
18 188 04 047	0.55539264	3567 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 188 04 048	0.6961763	3549 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 212 04 010	0.35393659	3766 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 188 01 017	0.87289941	3540 LAWRENCEVILLE HIGHWAY			M		LH4
18 212 07 009	0.90586177	3671 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 188 01 014	0.87425126	3516 LAWRENCEVILLE HIGHWAY			M		LH4
18 187 01 092	0.35058827	3613 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 212 04 002	0.29167814	3820 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 188 05 066	4.20711129	3431 LAWRENCEVILLE HIGHWAY			RSM	CZ-15-20067, CZ-07-13322	LH1
18 212 07 007	0.40956559	3701 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 212 04 017	4.00252649	3658 LAWRENCEVILLE HIGHWAY			M		LH4
18 188 04 011	4.53476378	3555 LAWRENCEVILLE HIGHWAY			MR-2		LH3
18 212 06 017	1.27474916	3781 LAWRENCEVILLE HIGHWAY			C-1		LH2
18 188 01 010	0.90163499	3482 LAWRENCEVILLE HIGHWAY			M		LH4
18 188 01 028	0.48852356	3378 LAWRENCEVILLE HIGHWAY			M		LH3
18 188 04 018	0.61809904	3605 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 212 07 012	0.35445453	3691 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 212 07 010	0.71240878	3687 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 188 04 007	1.44222684	3489 LAWRENCEVILLE HIGHWAY			C-1		LH2
18 212 04 011	0.39392863	3756 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 188 01 033	3.07732144	3400 LAWRENCEVILLE HIGHWAY			M		LH4
18 212 06 013	0.8964525	3815 LAWRENCEVILLE HIGHWAY			C-2	Z-76027	LH3
18 212 04 003	0.18162245	3850 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 212 07 011	0.28960546	3709 LAWRENCEVILLE HIGHWAY			C-2		LH2
18 188 01 011	0.87868782	3492 LAWRENCEVILLE HIGHWAY			M		LH4
18 188 01 005	0.63514791	3430 LAWRENCEVILLE HIGHWAY			C-2	CZ-89066, Z-76112	LH4
18 187 01 202	0.81941924	3619 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 212 04 013	0.53991663	3744 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 188 01 016	0.87160283	3532 LAWRENCEVILLE HIGHWAY			M		LH4
18 188 04 023	0.59683731	3477 LAWRENCEVILLE HIGHWAY			C-1		LH2
18 188 01 045	4.85033953	3602 LAWRENCEVILLE HIGHWAY			C-2	CZ-91038	LH4
18 212 04 007	0.1965742	3836 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 212 06 012	0.93613581	3823 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 188 05 014	1.48119918	3393 LAWRENCEVILLE HIGHWAY			C-2	Z-76114	LH3
18 188 05 013	0.39639318	3367 LAWRENCEVILLE HIGHWAY			C-2	CZ-77013	LH3
18 188 04 049	0.57825325	3531 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 212 06 009	4.62286151	3853 LAWRENCEVILLE HIGHWAY			C-1	S-14-19265, CZ-77056	LH3
18 187 01 001	0.41245636	3627 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 212 04 004	0.17291655	3862 LAWRENCEVILLE HIGHWAY			DT-2	RZ-19-0002	LH3
18 212 04 016	1.67601968	3702 LAWRENCEVILLE HIGHWAY			M		LH4
18 188 04 017	0.47708478	3597 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 212 06 029	2.72593095	3797 LAWRENCEVILLE HIGHWAY			MZ	Z-73076	LH2
18 188 05 016	0.15767465	3377 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 187 01 198	6.56041263	3665 LAWRENCEVILLE HIGHWAY			MR-2		LH3
18 212 04 008	0.54015672	3782 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 188 05 003	3.92867803	3417 LAWRENCEVILLE HIGHWAY			C-2	CZ-93066	LH2
18 188 05 067	1.11807733	3443 LAWRENCEVILLE HIGHWAY			C-1		LH2
18 188 04 020	0.85148967	3495 LAWRENCEVILLE HIGHWAY			C-1		LH2
18 188 01 006	0.62058698	3440 LAWRENCEVILLE HIGHWAY			M		LH4
18 212 04 015	1.19490871	3734 LAWRENCEVILLE HIGHWAY			C-2	Z-83191	LH3
18 188 01 037	0.50831652	3446 LAWRENCEVILLE HIGHWAY			M		LH4
18 187 01 002	0.56879468	3641 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 188 04 009	9.08626155	3535 LAWRENCEVILLE HIGHWAY			MR-2		LH3
18 212 04 012	0.42741397	3750 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 212 04 014	0.23447808	3738 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 188 01 025	8.84241708	3386 LAWRENCEVILLE HIGHWAY			M		LH4
18 188 01 040	1.24809888	3394 LAWRENCEVILLE HIGHWAY	REAR		M		LH4
18 188 01 015	0.91878871	3524 LAWRENCEVILLE HIGHWAY			M		LH4
18 188 01 019	0.87993036	3556 LAWRENCEVILLE HIGHWAY			M		LH4
18 188 05 022	1.74526676	3469 LAWRENCEVILLE HIGHWAY			C-1		LH2
18 212 06 019	0.42100824	3761 LAWRENCEVILLE HIGHWAY			C-1		LH2
18 188 05 002	1.20081142	3383 LAWRENCEVILLE HIGHWAY			C-1		LH3
18 211 01 030	5.23231589	3630 LAWRENCEVILLE HIGHWAY			M		LH4
18 212 04 005	0.51627024	3800 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 188 01 039	2.18413911	3566 LAWRENCEVILLE HIGHWAY			M		LH4
18 212 04 001	0.23237301	3816 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 212 06 010	0.20082746	3863 LAWRENCEVILLE HIGHWAY			DT-2	RZ-19-0002	LH3
18 188 04 008	1.36337178	3507 LAWRENCEVILLE HIGHWAY			C-1		LH2
18 212 04 009	0.33278859	3776 LAWRENCEVILLE HIGHWAY			C-2		LH3
18 188 01 018	0.87874701	3548 LAWRENCEVILLE HIGHWAY			M		LH4
18 212 07 008	0.59992733	3717 LAWRENCEVILLE HIGHWAY			C-2	CZ-91032	LH2

18 188 04 046	0.128302	3553 LAWRENCEVILLE HIGHWAY		C-1		LH3
18 188 01 009	3.59077077	3476 LAWRENCEVILLE HIGHWAY		M		LH4
18 212 06 014	1.00122705	3807 LAWRENCEVILLE HIGHWAY		C-2	Z-77004	LH3
18 188 05 094	0.08863655	3707 LEXINGTON ROAD		RSM		LH1
18 188 05 095	0.08760886	3709 LEXINGTON ROAD		RSM		LH1
18 188 05 096	0.08711042	3711 LEXINGTON ROAD		RSM		LH1
18 188 05 098	0.08972469	3715 LEXINGTON ROAD		RSM		LH1
18 188 05 097	0.08766809	3713 LEXINGTON ROAD		RSM		LH1
18 188 05 085	0.08228907	3718 SHERIDAN STREET		RSM		LH1
18 188 05 087	0.08362149	3714 SHERIDAN STREET		RSM		LH1
18 188 05 090	0.08421085	3708 SHERIDAN STREET		RSM		LH1
18 188 05 086	0.08462695	3716 SHERIDAN STREET		RSM		LH1
18 188 05 089	0.08419566	3710 SHERIDAN STREET		RSM		LH1
18 188 05 088	0.08376759	3712 SHERIDAN STREET		RSM		LH1
18 188 01 032	0.01949268	2014 STEEL DRIVE		M		LH4
18 188 01 036	1.06524153	2000 STEEL DRIVE		M		LH4
18 188 01 035	0.94006217	1996 STEEL DRIVE		M		LH4
18 188 01 029	2.18819392	2018 STEEL DRIVE		M		LH4
18 188 01 021	3.15436401	2040 STEEL DRIVE		M		LH4
18 188 01 038	3.71703047	2070 STEEL DRIVE		M		LH4
18 188 01 031	2.12277141	2008 STEEL DRIVE		M		LH4
18 188 01 041	1.0797722	2016 STEEL DRIVE		M		LH4
18 188 01 024	6.77112432	2043 STEEL DRIVE		M-2	CZ-11-17339, S-11-17340	LH4
18 188 01 048	3.81349591	1995 STEEL DRIVE		M-2		LH4
18 188 05 091	0.08884981	1864 STOCKTON DRIVE		RSM		LH1
18 188 05 092	0.0895342	1862 STOCKTON DRIVE		RSM		LH1
18 188 05 093	0.08829279	1860 STOCKTON DRIVE		RSM		LH1
18 188 05 113	0.10369186	1901 WESTON LANE		RSM		LH1
18 188 05 070	0.08337474	1908 WESTON LANE		RSM		LH1
18 188 05 071	0.08127831	1906 WESTON LANE		RSM		LH1
18 188 05 072	0.08288522	1904 WESTON LANE		RSM		LH1
18 188 05 073	0.08250434	1902 WESTON LANE		RSM		LH1
18 188 05 074	0.08305007	1900 WESTON LANE		RSM		LH1
18 188 05 075	0.08334397	1896 WESTON LANE		RSM		LH1
18 188 05 076	0.08436627	1894 WESTON LANE		RSM		LH1
18 188 05 103	0.08941158	1859 WESTON LANE		RSM		LH1
18 188 05 109	0.11880577	1893 WESTON LANE		RSM		LH1
18 188 05 111	0.11770633	1897 WESTON LANE		RSM		LH1
18 188 05 112	0.11783089	1899 WESTON LANE		RSM		LH1
18 188 05 077	0.08345152	1892 WESTON LANE		RSM		LH1
18 188 05 079	0.08408277	1888 WESTON LANE		RSM		LH1
18 188 05 080	0.08403372	1886 WESTON LANE		RSM		LH1
18 188 05 081	0.08421973	1882 WESTON LANE		RSM		LH1
18 188 05 083	0.08567676	1878 WESTON LANE		RSM		LH1
18 188 05 101	0.08919516	1855 WESTON LANE		RSM		LH1
18 188 05 104	0.11515154	1881 WESTON LANE		RSM		LH1
18 188 05 105	0.1167867	1883 WESTON LANE		RSM		LH1
18 188 05 106	0.11548702	1885 WESTON LANE		RSM		LH1
18 188 05 082	0.08376114	1880 WESTON LANE		RSM		LH1
18 188 05 100	0.08845629	1853 WESTON LANE		RSM		LH1
18 188 05 084	0.08321486	1876 WESTON LANE		RSM		LH1
18 188 05 108	0.11773247	1889 WESTON LANE		RSM		LH1
18 188 05 102	0.08858482	1857 WESTON LANE		RSM		LH1
18 188 05 110	0.11553635	1895 WESTON LANE		RSM		LH1
18 188 05 107	0.11586482	1887 WESTON LANE		RSM		LH1
18 188 05 078	0.08331617	1890 WESTON LANE		RSM		LH1
18 188 05 099	0.0887666	1851 WESTON LANE		RSM		LH1
18 188 05 069	0.08049966	1910 WESTON LANE		RSM		LH1
18 187 07 021	0.01436383	3603 WOODBRIAR CIRCLE	E	MR-2		LH3
18 187 07 078	0.01242683	3607 WOODBRIAR CIRCLE	J	MR-2		LH3
18 187 07 012	0.01583978	3601 WOODBRIAR CIRCLE	D	MR-2		LH3
18 187 07 086	0.01762878	3609 WOODBRIAR CIRCLE	B	MR-2		LH3
18 187 07 014	0.02122189	3601 WOODBRIAR CIRCLE	F	MR-2		LH3
18 187 07 016	0.01572901	3601 WOODBRIAR CIRCLE	H	MR-2		LH3
18 187 07 053	0.01910416	3599 WOODBRIAR CIRCLE	C	MR-2		LH3
18 187 07 066	0.01608055	3605 WOODBRIAR CIRCLE	H	MR-2		LH3
18 187 07 070	0.01242656	3607 WOODBRIAR CIRCLE	B	MR-2		LH3
18 187 07 081	0.01721052	3607 WOODBRIAR CIRCLE	M	MR-2		LH3
18 187 07 047	0.00824096	3595 WOODBRIAR CIRCLE	M	MR-2		LH3
18 187 07 063	0.01206189	3605 WOODBRIAR CIRCLE	E	MR-2		LH3
18 187 07 007	0.0195634	3597 WOODBRIAR CIRCLE	G	MR-2		LH3
18 187 07 039	0.00944187	3595 WOODBRIAR CIRCLE	E	MR-2		LH3
18 187 07 045	0.01380062	3595 WOODBRIAR CIRCLE	K	MR-2		LH3
18 187 07 052	0.01908637	3599 WOODBRIAR CIRCLE	B	MR-2		LH3
18 187 07 059	0.01087551	3605 WOODBRIAR CIRCLE	A	MR-2		LH3

18 187 07 008	0.01563584	3597 WOODBRIAR CIRCLE	H	MR-2	LH3
18 187 07 055	0.01622836	3599 WOODBRIAR CIRCLE	E	MR-2	LH3
18 187 07 062	0.01543618	3605 WOODBRIAR CIRCLE	D	MR-2	LH3
18 187 07 072	0.01242642	3607 WOODBRIAR CIRCLE	D	MR-2	LH3
18 187 07 074	0.01242704	3607 WOODBRIAR CIRCLE	F	MR-2	LH3
18 187 07 087	0.01758474	3609 WOODBRIAR CIRCLE	C	MR-2	LH3
18 187 07 089	0.01178817	3609 WOODBRIAR CIRCLE	E	MR-2	LH3
18 187 07 092	0.0109774	3609 WOODBRIAR CIRCLE	H	MR-2	LH3
18 187 07 004	0.01518858	3597 WOODBRIAR CIRCLE	D	MR-2	LH3
18 187 07 013	0.01634745	3601 WOODBRIAR CIRCLE	E	MR-2	LH3
18 187 07 028	0.01468112	3603 WOODBRIAR CIRCLE	L	MR-2	LH3
18 187 07 093	0.03764226	3593 WOODBRIAR CIRCLE		MR-2	LH3
18 187 07 085	0.01159541	3609 WOODBRIAR CIRCLE	A	MR-2	LH3
18 187 07 035	0.00997838	3595 WOODBRIAR CIRCLE	A	MR-2	LH3
18 187 07 076	0.00658009	3607 WOODBRIAR CIRCLE	H	MR-2	LH3
18 187 07 080	0.01300785	3607 WOODBRIAR CIRCLE	L	MR-2	LH3
18 187 07 049	0.00894272	3595 WOODBRIAR CIRCLE	O	MR-2	LH3
18 187 07 060	0.01553367	3605 WOODBRIAR CIRCLE	B	MR-2	LH3
18 187 07 029	0.01229491	3603 WOODBRIAR CIRCLE	M	MR-2	LH3
18 187 07 058	0.01557698	3599 WOODBRIAR CIRCLE	H	MR-2	LH3
18 187 07 043	0.01017533	3595 WOODBRIAR CIRCLE	I	MR-2	LH3
18 187 07 067	0.01612853	3605 WOODBRIAR CIRCLE	I	MR-2	LH3
18 187 07 069	0.01242645	3607 WOODBRIAR CIRCLE	A	MR-2	LH3
18 187 07 082	0.01721033	3607 WOODBRIAR CIRCLE	N	MR-2	LH3
18 187 07 025	0.01411688	3603 WOODBRIAR CIRCLE	I	MR-2	LH3
18 187 07 044	0.01174231	3595 WOODBRIAR CIRCLE	J	MR-2	LH3
18 187 07 083	0.01721036	3607 WOODBRIAR CIRCLE	O	MR-2	LH3
18 187 07 065	0.01603138	3605 WOODBRIAR CIRCLE	G	MR-2	LH3
18 187 07 031	0.01439669	3603 WOODBRIAR CIRCLE	O	MR-2	LH3
18 187 07 019	0.0137886	3603 WOODBRIAR CIRCLE	C	MR-2	LH3
18 187 07 048	0.01107259	3595 WOODBRIAR CIRCLE	N	MR-2	LH3
18 187 07 010	0.01960156	3601 WOODBRIAR CIRCLE	B	MR-2	LH3
18 187 07 011	0.01944793	3601 WOODBRIAR CIRCLE	C	MR-2	LH3
18 187 07 022	0.01554719	3603 WOODBRIAR CIRCLE	F	MR-2	LH3
18 187 07 023	0.0152576	3603 WOODBRIAR CIRCLE	G	MR-2	LH3
18 187 07 075	0.01242645	3607 WOODBRIAR CIRCLE	G	MR-2	LH3
18 187 07 079	0.01242656	3607 WOODBRIAR CIRCLE	K	MR-2	LH3
18 187 07 006	0.01991583	3597 WOODBRIAR CIRCLE	F	MR-2	LH3
18 187 07 032	0.01226681	3603 WOODBRIAR CIRCLE	P	MR-2	LH3
18 187 07 064	0.01080702	3605 WOODBRIAR CIRCLE	F	MR-2	LH3
18 187 07 036	0.01147107	3595 WOODBRIAR CIRCLE	B	MR-2	LH3
18 187 07 018	0.01407504	3603 WOODBRIAR CIRCLE	B	MR-2	LH3
18 187 07 001	0.01579099	3597 WOODBRIAR CIRCLE	A	MR-2	LH3
18 187 07 054	0.01552898	3599 WOODBRIAR CIRCLE	D	MR-2	LH3
18 187 07 050	0.01103142	3595 WOODBRIAR CIRCLE	P	MR-2	LH3
18 187 07 034	4.03866397	3611 WOODBRIAR CIRCLE		MR-2	LH3
18 187 07 061	0.01548462	3605 WOODBRIAR CIRCLE	C	MR-2	LH3
18 187 07 017	0.01266603	3603 WOODBRIAR CIRCLE	A	MR-2	LH3
18 187 07 026	0.01576786	3603 WOODBRIAR CIRCLE	J	MR-2	LH3
18 187 07 037	0.01286607	3595 WOODBRIAR CIRCLE	C	MR-2	LH3
18 187 07 009	0.01592543	3601 WOODBRIAR CIRCLE	A	MR-2	LH3
18 187 07 077	0.01242621	3607 WOODBRIAR CIRCLE	I	MR-2	LH3
18 187 07 030	0.01411348	3603 WOODBRIAR CIRCLE	N	MR-2	LH3
18 187 07 015	0.0213742	3601 WOODBRIAR CIRCLE	G	MR-2	LH3
18 187 07 033	1.25154502	3591 WOODBRIAR CIRCLE		MR-2	LH3
18 187 07 040	0.01473384	3595 WOODBRIAR CIRCLE	F	MR-2	LH3
18 187 07 090	0.01661354	3609 WOODBRIAR CIRCLE	F	MR-2	LH3
18 187 07 057	0.02011726	3599 WOODBRIAR CIRCLE	G	MR-2	LH3
18 187 07 084	0.00974054	3607 WOODBRIAR CIRCLE	P	MR-2	LH3
18 187 07 005	0.0153998	3597 WOODBRIAR CIRCLE	E	MR-2	LH3
18 187 07 091	0.01665693	3609 WOODBRIAR CIRCLE	G	MR-2	LH3
18 187 07 051	0.01613046	3599 WOODBRIAR CIRCLE	A	MR-2	LH3
18 187 07 073	0.01242635	3607 WOODBRIAR CIRCLE	E	MR-2	LH3
18 187 07 042	0.01125249	3595 WOODBRIAR CIRCLE	H	MR-2	LH3
18 187 07 027	0.01605442	3603 WOODBRIAR CIRCLE	K	MR-2	LH3
18 187 07 088	0.01105275	3609 WOODBRIAR CIRCLE	D	MR-2	LH3
18 187 07 002	0.02000333	3597 WOODBRIAR CIRCLE	B	MR-2	LH3
18 187 07 071	0.01242652	3607 WOODBRIAR CIRCLE	C	MR-2	LH3
18 187 07 038	0.01262648	3595 WOODBRIAR CIRCLE	D	MR-2	LH3
18 187 07 003	0.02035576	3597 WOODBRIAR CIRCLE	C	MR-2	LH3
18 187 07 024	0.01301049	3603 WOODBRIAR CIRCLE	H	MR-2	LH3
18 187 07 068	0.01188979	3605 WOODBRIAR CIRCLE	J	MR-2	LH3
18 187 07 041	0.01150147	3595 WOODBRIAR CIRCLE	G	MR-2	LH3
18 187 07 046	0.01127515	3595 WOODBRIAR CIRCLE	L	MR-2	LH3
18 187 07 020	0.01193764	3603 WOODBRIAR CIRCLE	D	MR-2	LH3



Land Use Petition: RZ-23-0002

Date of Staff Recommendation Preparation: September 14, 2023

Planning Commission: September 21, 2023

Mayor and City Council, 1st Read: October 10, 2023

Mayor and City Council, 2nd Read: November 11, 2023

PROJECT LOCATION:	Properties between Brockett and Cooledge Roads on Lawrenceville Highway, Steel Drive, Woodbridge Circle, Weston Lane, Sheridan Street, Lexington Road, Stockton Drive and Brockett Road.
APPLICATION NUMBER	RZ-23-0002
DISTRICT/LANDLOT(S):	Land District 18/Land Lots 187, 188, 211, 212
ACREAGE:	151 +/- acres
EXISTING ZONING	C-1 (Local Commercial), C-2 (General Commercial), DT-2 (Downtown, Corridor Zone), M (Light Industrial), M-2 (Heavy Industrial), MR-2 (Medium Density Residential – 2), MZ (Multiple Zoning), R-75 (Residential Medium Lot – 75), R-85 (Residential Medium Lot – 85), and RSM (Small Lot Residential Mix)
PROPOSED ZONING	LH-1 (Lawrenceville Highway Residential), LH-2 (Lawrenceville Highway Neighborhood), LH-3 (Lawrenceville Highway Core), and LH-4 (Lawrenceville Highway Industry)
EXISTING LAND USE	Commercial Redevelopment Corridor, Light Industrial
FUTURE LAND USE MAP DESIGNATION:	Commercial Redevelopment Corridor, Light Industrial
OVERLAY DISTRICT:	N/A
APPLICANT:	City of Tucker
OWNER:	Multiple – 224 parcels.
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 includes bolstering the economic base, improving transportation connections, and preserving and improving neighborhoods. This involves 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 community development director. City initiated rezoning can occur for various reasons including resolving discrepancies between zoning districts and the comprehensive plan character areas, changing conditions, or the implementation of new special zoning districts.

The Lawrenceville Highway corridor, between Brockett and Cooledge Roads, was identified for a new special zoning district in order to better align zoning regulations with the community's vision for the corridor. The corridor has a number of challenges including it being a heavily trafficked, 5-lane state highway with a high density of curb cuts. It also runs parallel to an active rail line and there are multiple narrow parcels along the corridor that limit redevelopment options.

The first step in the process was to create a new code that establishes the LH special zoning districts and sets regulations for permitted uses, dimensional requirements, site design, building form and design, and other code provisions. This code was drafted by Pond and Company after extensive community engagement and research and was adopted by the City Council on September 11, 2023 (O2023-08-13). The new special zoning districts includes four tiers:

LH-1 (Lawrenceville Highway Residential). The intent of the LH-1 district is to preserve existing residential character while allowing a wider variety of housing types for new development.

LH-2 (Lawrenceville Highway Neighborhood). The intent of the LH-2 district is to create a human-scale built environment that includes a variety of housing types, including cottage homes, townhomes, two-family developments and three-family developments. This tier also permits neighborhood-scale commercial uses that serve the existing and future residents. In this tier, consideration should be given to those more intense uses and how they interact with the existing single-family homes.

LH-3 (Lawrenceville Highway Core). The intent of the LH-3 district is to allow high density housing options and innovative uses that may be compatible with adaptive reuse. Mixed use development is encouraged where Lawrenceville Highway intersects with Brockett Road to the east and Cooledge Road to the west.

LH-4 (Industry). The intent of the LH-4 district is to preserve the light industrial uses that serve as economic assets to the community, as well as those services and uses that have been historically located along Lawrenceville Highway.

The second step in the process is the city-initiated rezoning of the 224 properties within the study area. Pond and Company, along with Staff, have created a proposed map based off zoning standards, as well as input from property owners and abutting neighbors. An excel sheet has also been created with lists each property, their existing zoning, and their proposed zoning.

A moratorium (R2023-02-04) was put into effect on February 27, 2023, so that the city could study and draft the proposed zoning amendments. The moratorium was scheduled to expire on September 26, 2023, but was renewed on September 11, 2023 (R2023-09-18), to allow ample review and public engagement for the rezoning portion of the project. The extension will expire on November 28, 2023, or until it is repealed, whichever occurs first.

Community engagement throughout this process has included the following:

- Dedicated city website; social media posts
- April 18, 2023 Community Meeting (code related)
 - Letters sent to all property owners and tenants within the study area
- April 18, 2023 to May 2, 2023 Online Survey
- April 24, 2023 City Council Work Session
- June 26, 2023 City Council Work Session
- August 30, 2023 Neighborhood Meeting (rezoning related)
 - Letters send to all property owners within the study area

Additionally, 164 letters were mailed to residential property owners within 500' of the south side of Lawrenceville Highway regarding the public hearing process for the city-initiated rezoning.

CHARACTER AREAS (Future Land Use)

The subject parcels are in the Commercial Redevelopment Corridor and Light Industrial Character Areas on the Future Land Use Map. Primary Land Uses in the Commercial Redevelopment Corridor Character Area include retail, service commercial, office, townhomes, and mixed-use commercial with ancillary residential or office uses. Primary Land Uses in the Light Industrial Character Area include light industrial uses, manufacturing, warehouse/distribution, wholesale/trade, automotive uses, and accessory commercial uses. Development strategies for both character areas include:

- Enhance the mix of uses and the overall visual quality of the corridor.
- Upgrading the appearance of existing older commercial buildings with façade improvements, new architectural elements or awnings.
- Providing pedestrian and bicycling amenities, including sidewalks and crosswalks.
- Adding landscaping, implementing enhanced signage standards and other appearance enhancements, such as trees in parking lots to provide shade and help reduce storm water runoff.
- Supporting the redevelopment or establishment of new compatible commercial land uses within these character areas so that they grow as both local and regional generators of jobs.
- Installing landscaping and other design measures to soften or shield views of buildings and parking lots and loading docks.

The Commercial Redevelopment Corridor and Light Industrial Character Areas align with the 'Improve Transportation Connections', 'Preserve and Improve Neighborhoods', and 'Bolster Economic Base' goals of the comprehensive plan.

Rezoning (RZ-23-0002)

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 the 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 section of Lawrenceville Highway to LH-1 (Lawrenceville Highway Residential), LH-2 (Lawrenceville Highway Neighborhood), LH-3 (Lawrenceville Highway Core), and LH-4 (Lawrenceville Highway Industry) would align the properties with surrounding zoning districts and would allow them to be consistent with the Commercial Redevelopment Corridor and Light Industrial Character Areas. It would also meet the goals of improving transportation connections, bolstering the economic base, and 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 proposed rezoning and new special zoning districts will allow more appropriate uses on the south side where the parcels abut single-family detached homes. It will also allow for more opportunities for adaptive reuse and assemblages, which will allow more cohesive redevelopment.

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

The subject properties have reasonable economic uses under the existing zoning designations. Staff believes that rezoning the properties will allow for the highest and best use of the properties and would improve the neighborhood as a whole and will allow new uses and building types along the corridor as parcels are redeveloped. The new zoning districts will preserve uses along the corridor that are beneficial to the community.

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

The proposed zoning will mitigate the impact of new development on the single-family residential parcels that abut the new zoning district. Existing uses will be allowed to remain under the new zoning classifications per Article VII Nonconformities.

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 Tucker Tomorrow Comprehensive Plan, as well as other plans and studies that have evaluated the area, gives supporting grounds for the approval of the city-initiated rezoning. The City of Tucker's initiative to try and improve aesthetics and promote compatible future redevelopment along the Lawrenceville Highway corridor provides additional reasons to approve the proposal.

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

There are no known historic 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 classifications will not result in excessive or burdensome use of existing streets, transportation facilities, utilizes, or schools as no development is proposed.

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 as no development is proposed.

CONCLUSION

Staff finds that the proposed rezonings to LH-1, LH-2, LH-3, and LH-4, aligns with the surrounding zoning districts, abutting residential uses, and the Tucker Tomorrow Comprehensive Plan.

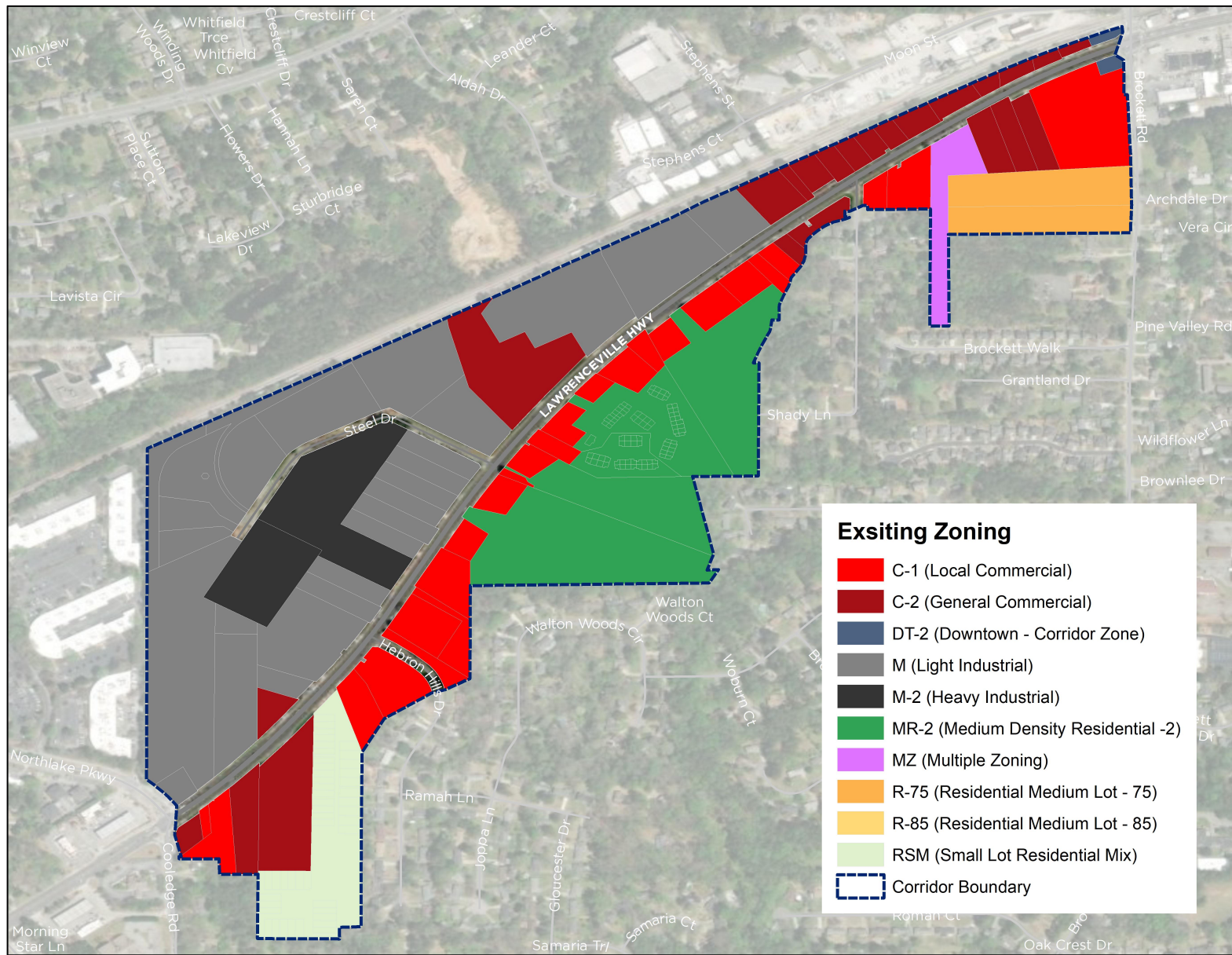
Therefore, Staff recommends **APPROVAL** of the city-initiated rezoning.

Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **APPROVAL** of Land Use Petition **RZ-23-0002**, per the attached exhibit which lists property addresses, existing zoning classifications, and proposed zoning classifications.

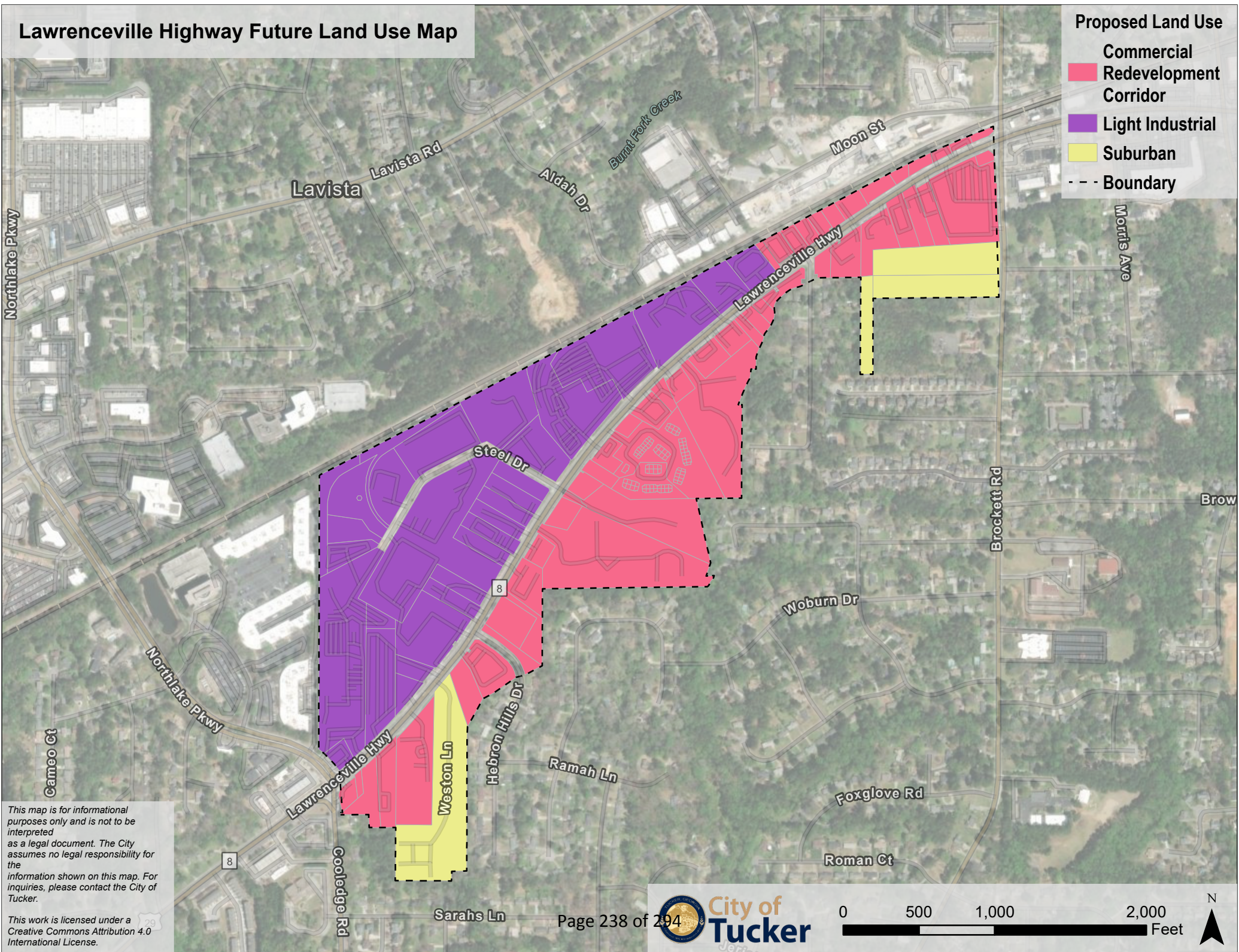
Planning Commission Recommendation

Based upon the findings and conclusions herein, at its September 21, 2023 public hearing, the Planning Commission recommends **APPROVAL** of **RZ-23-0002** as presented.



Lawrenceville Highway Future Land Use Map

- Proposed Land Use
- Commercial
 - Redevelopment Corridor
 - Light Industrial
 - Suburban
 - - - Boundary



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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MEMO

To: Honorable Mayor and City Council Members
From: Micah Seibel
CC: Tami Hanlin, City Manager
Date: 10.10.2023
RE: Memo for Approval Of FLOCK Cameras – Vehicle License Plate Readers

Description for on the Agenda:

Consideration of approval for 15 Flock Camera License Plate Reader Camera Installation & Software

Issue: The City of Tucker is continuing to invest in public safety in coordination with the DeKalb County Police Department (DeKalb PD) and other partner organizations by investing in technology and hardware.

Recommendation:

Staff recommends the continuation and expansion of FLOCK license plate reader cameras throughout the City of Tucker. This includes renewing subscriptions for five cameras and installing ten new cameras. Locations for these cameras were selected in coordination with our DeKalb PD liaison and each location covers an important gateway or corridor. New camera locations will be along Lawrenceville Highway, Main Street, Idlewood Rd, and Hugh Howell Rd.

Background: As technology has improved significantly in the last several years, there are new opportunities for law enforcement agencies to be more efficient, gather more data, and ultimately provide more value. These improvements include camera technologies that focus on human interactions and vehicle data. DeKalb PD have been implementing two new technologies that significantly improve information sharing both with other jurisdictions as well as with the residents of Tucker.

The FLOCK brand of cameras have spread throughout the United States, with noticeably strong presence in the southeast. There are thousands of cameras with available data. Within minutes DeKalb PD can request and receive access to license plate reader data from any FLOCK customer. These include other police departments, sheriffs, marshals, and other public safety organizations, as well as community groups like CIDs, homeowners' associations, business owners, and more. This data allows for analysis of movements of specific vehicles, which can significantly assist in real time and investigative information gathering. It is common for a vehicle associated with a crime to be identified on a FLOCK camera in neighboring counties and neighboring states which allows for cross jurisdictional coordination.

This technology is complemented by the new FUSUS technology put in place by DeKalb PD in their Community Camera Registry program. This software allows organizations to connect their camera systems through the cloud to DeKalb PD so that officers in the monitoring center may receive an emergency phone call and immediately have video evidence confirming

the activity.

Summary:

As new technologies develop, the City of Tucker has a unique opportunity to provide valuable data directly to the Tucker Precinct without having to hire staff or take on costly overhead. We can work with the community to improve information sharing and ultimately improve public safety. Investments in the FLOCK technology as well as community engagement with the FUSUS technology allow us to contribute to the solutions we want to see.

Financial Impact: This contract will lock in the price for 15 FLOCK license plate reader cameras for up to 5 years. In FY '24 costs could be up to \$44,000 including installation. In 'FY 25-'28 costs will be fixed at \$37,500

Flock Safety + GA - City of Tucker

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
John Watson
john.watson@flocksafety.com
678-210-8524



ORDER FORM

Customer: GA - City of Tucker
Legal Entity Name: GA - City of Tucker
Accounts Payable Email: mseibel@tuckerga.gov
Address: 1975 Lakeside Parkway
ste 350 Tucker, Georgia 30084

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$37,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	15	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	10	\$6,500.00

Subtotal Year 1:	\$44,000.00
Annual Recurring Subtotal:	\$37,500.00
Discounts:	\$37,500.00
Estimated Tax:	\$0.00
Contract Total:	\$194,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$44,000.00
Annual Recurring after Year 1	\$37,500.00
Contract Total	\$194,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$37,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - City of Tucker

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation. Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

These Terms and Conditions are subject to change.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate law enforcement purposes, including but not limited to the awareness, prevention, and prosecution of crime, investigations, prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.15 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything

other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "**Customer Obligations**").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its

possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the

first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the

other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and

expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock

Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind

each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

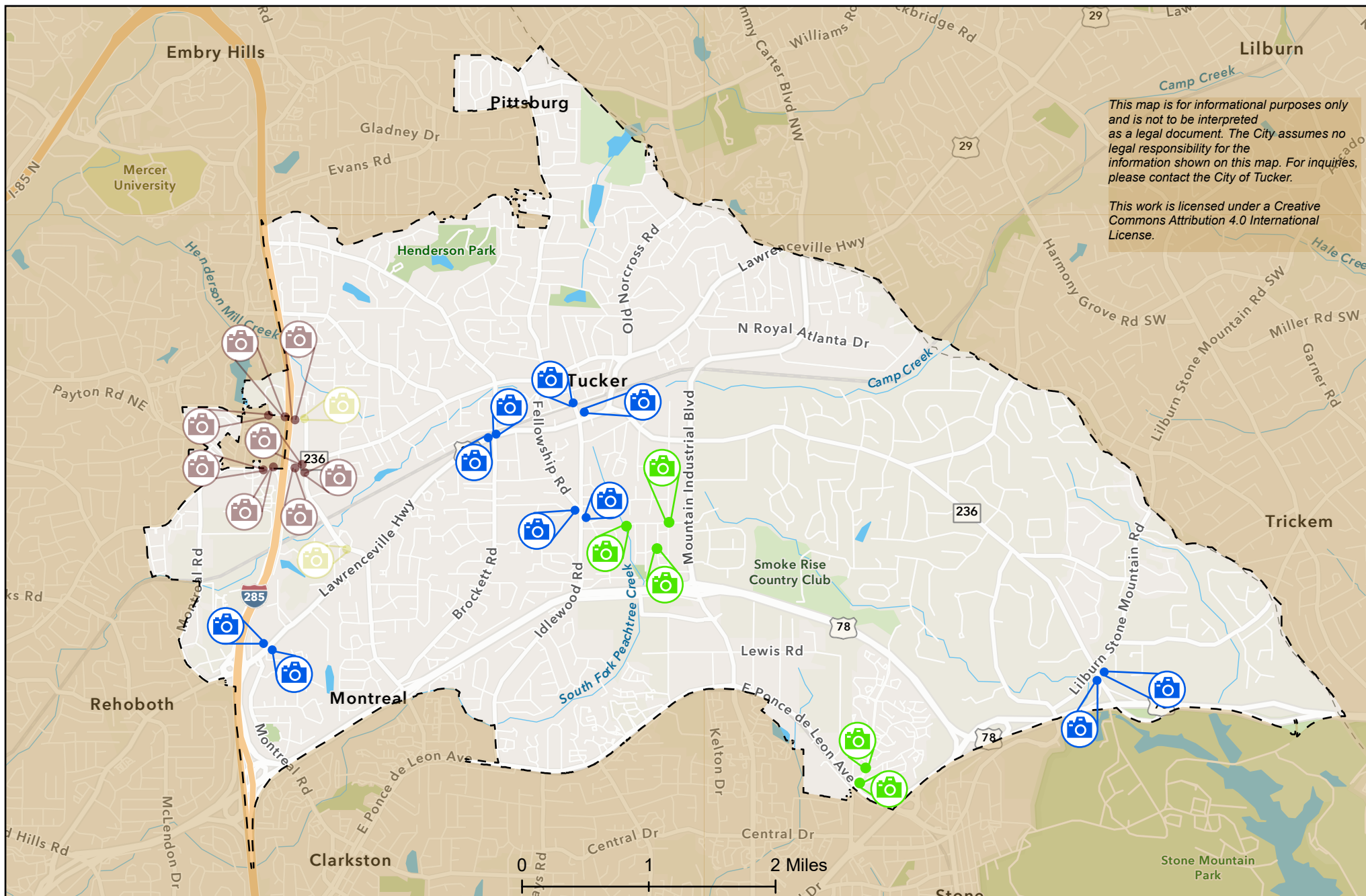
11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation. Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

These Terms and Conditions are subject to change.



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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<div data-bbox="58 1393 388 1534"> TNL CID - Flock Cameras Phase 1 TNL CID - Flock Cameras Phase 2 City of Tucker - Flock Cameras Phase 1 City of Tucker - Flock Cameras Phase 2 </div>	<h2>Flock Safety Camera Placement Map</h2> <p>Page 259 of 294</p>	<div data-bbox="1533 1404 1648 1518"> </div> <div data-bbox="1680 1404 2037 1518"> </div>
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MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks and Recreation
CC: Tami Hanlin, City Manager
Date: October 10, 2023
RE: Memo for TRC Gymnasium Seating

Description for on the Agenda:
TRC Gymnasium Seating

Issue: With the City of Tucker's commitment to quality facilities, parks, and events/activities, we continue to make improvements throughout the Department. These improvements become even more important as continue to grow in participation and expand our programing. As part of these efforts we need to provide safe, comfortable seating during our gymnasium use.

Recommendation:

Staff recommends approving a contract with Sportscon, LLC to install a six row, 258 seat retractable bleacher system at the Tucker Recreation Center gymnasium in the amount of \$37,788.00. This will provide seating during games and practice but also allow removal during open gym times to remove unsafe obstacles.

Background: We converted the gymnasium in 2019 and have utilized it extensively with basketball, pickleball, volleyball and gymnastics. These new retractable bleachers will provide easily accessible extra space for camps, clinics and provide safe, comfortable seating during league and tournament play.

Summary: As part of our facility upgrades, new seating is essential for safety and comfort of our participants, spectators/fans and parents during play. It will also increase safety in our facility by removing old, outdoor bleachers.

Financial Impact: This item will be funded in the Departments General Fund CIP, 300-6210-54- 12000 (PR-2304).



CONTRACT AGREEMENT

PO #24-00570 PURCHASE AND INSTALLATION OF RETRACTABLE BLEACHERS AT TRC GYM

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 ("Contractor") SPORTS CON LLC located at 5557 Mt. Vernon Road, Murrayville, GA 30564.

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's Purchasing Policy authorizes the procurement via multiple estimates for materials and installation; and

WHEREAS, the Contractor submitted the lowest estimate and is a well-established firm with direct and specific experience and knowledge of the related area; and

WHEREAS, the Contractor's submittal was deemed by the City of Tucker to be 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 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 and COST PROPOSAL

EXHIBIT B - W-9

EXHIBIT C- CERTIFICATE OF INSURANCE

EXHIBIT D - E-VERIFY AFFIDAVIT
EXHIBIT E – CONTACT FORM

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 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 "A" (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 **\$37,788.00**

Billings. If applicable, the Contractor 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 Contractor shall not be entitled to receive any other payment or compensation from the City for any services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed 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 B" (W-9)**.

- 3.2. 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.
- 3.3. 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

Contract Term. The Contract between the City and the Contractor shall begin and end upon the completion of the work, 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.

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

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

5.0 Independent Contractor

- 5.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.
- 5.2. Inasmuch as the City of Tucker and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

6.0 Indemnification

- 6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable

attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors, contractors 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

- i. 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.
- 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, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- iii. 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 \$1,000,000 per person and \$1,000,000 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 C" (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 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 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

- (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, Contractor's only remedy shall be to file a Claim with City as provided in this section.

- (ii) Contractor shall file its Claim within the earlier of: 120 Days from City's final instructions 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 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.
- (iv) 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.
- (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 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.
- (vi) After Contractor has submitted a fully-documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

- i) 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.
- 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 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 D**" (**E-Verify Form**) and incorporated herein by reference and made a part of this contract.
- b. The Contractor further certifies that any subcontractors 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 Workplace

- 18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and
- 18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.
- 18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:
 - 18.3.1 The Contractor has made false certification herein; or

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

19.0 Additional Terms

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

20.0 Antitrust Actions

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

21.0 Reporting Requirement

Reports shall be submitted to the Project Manager 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 Contractor shall comply with copyright law and bear all responsibility for doing so.

24.2 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:

CONTRACTOR: SPORTS CON LLC

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest:

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney



**AALCO ATHLETIC EQUIPMENT
SOUTHEAST DIVISION**

To: City of Tucker Park & Rec.
Attn: Rip Robertson
RE: Gym Retractable Bleachers

Date: August 25, 2023
Bid Date:
Addendum:

We are pleased to quote the following:

SELECTED-> 6 ROW BLEACHER

1 set – 6 row x 65' -6" Sheridan retractable bleachers, Plastic seats, manual operation, Int. aisles w/ "P" rails, ready rails
ADA, Column cut outs w/ extended rear filler

Delivered & Installed: \$37,788.00

Gross seats - 258

NOT SELECTED-> 9 ROW BLEACHER

1 set – 9 row x 65' -6" Sheridan retractable bleachers, Plastic seats, manual operation, Int. aisles w/ "P" rails, Ready rails,
ADA, Column cut outs w/ extended rear filler

Delivered & Installed: \$ 53,469.00

Gross seats - 387

Thanks
KH

**Sales Tax Not Included*

**All electrical supply & hook-up by others*

Price Valid for 6 months

**This bid is conditioned upon the use of the AIA A401 Subcontract or terms consistent with the ASA Addendum to
Subcontractor*

Should you have any questions pertaining to the above quotation, please do not hesitate to call me.

5557 Mt Vernon Rd., Murrayville, Ga. 30564
(770) 983-5797 Fax (770) 983-5819

EXHIBIT B

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sportscon 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P <small>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.</small> <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. 1650 Avenue H	Requester's name and address (optional)
6 City, state, and ZIP code St. Louis, MO 63125	
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									
2	6			-	2	2	1	4	1 5 4

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 ►

[Handwritten Signature]

Date ►

1-3-2023

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 C CERTIFICATE OF LIABILITY INSURANCE

AALCO-1

OP ID: CW

DATE (MM/DD/YYYY)

09/07/2023

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DeWitt Ins - Steven J. Alonzo 2727 Telegraph Rd St Louis, MO 63125 Steven J. Alonzo	314-845-9120	CONTACT NAME: Steven J. Alonzo PHONE (A/C, No, Ext): 314-845-9120 FAX (A/C, No): 314-845-9518 E-MAIL ADDRESS: sjalonzo@dewittins.com																					
INSURED Sportscon LLC 1650 Avenue H St. Louis, MO 63125	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Travelers Indem Co of Amer</td><td>25666</td></tr><tr><td>INSURER B:</td><td>The Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER C:</td><td>Travelers Prop Cas Ins Company</td><td>36161</td></tr><tr><td>INSURER D:</td><td>Crum & Foster Specialty Ins Co</td><td>44520</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Travelers Indem Co of Amer	25666	INSURER B:	The Travelers Indemnity Co	25658	INSURER C:	Travelers Prop Cas Ins Company	36161	INSURER D:	Crum & Foster Specialty Ins Co	44520	INSURER E:			INSURER F:		
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INSURER E:																							
INSURER F:																							

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630750K6140	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8100R202346	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10000			SEO-120815	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB6J793261-21	10/01/2022	10/01/2023	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proj: Tucker Recreation Center. City of Tucker is named Additional Insured with waiver of subrogation if favor of AI, only if requested in a written contract, permissible by law and subject to policy provisions

CERTIFICATE HOLDER

CANCELLATION

AAAAAA City of Tucker 4898 LaVista Road Tucker, GA 30084	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
--	---

EXHIBIT D



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	Sportscan LLC
Solicitation/Bid number or Project Description:	

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

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

1730352
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
Sportscan LLC
Name of Contractor

8-24-2021
Date of Authorization

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

Robyn M. Pohrer
Printed Name (of Authorized Officer or Agent of Contractor)

Owner
Title (of Authorized Officer or Agent of Contractor)

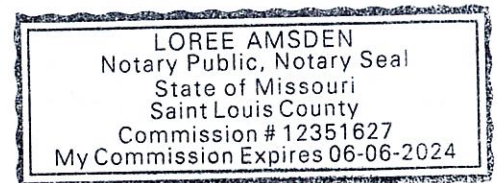
X Robyn M. Pohrer
Signature (of Authorized Officer or Agent)

8-30-2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30 DAY OF August, 2023
Loree Amstden
Notary Public

[NOTARY SEAL]



My Commission Expires: 06-06-2024

EXHIBIT E

Contact Information Form

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

Full Legal Name of Company: Sportscon LLC

Contractor Information:

Primary Contact Person: Kenny Howard

Title: PM Telephone Number: 772-978-5797

Secondary Contact Person: Kate Brimberry

Title: Accounting Telephone Number: 314-384-1401

Address: 1650 Ave H

City / State / Zip: St Louis, Mo 63125

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: _____

Federal Employee ID Number (FEIN): 26-2214154



**AALCO ATHLETIC EQUIPMENT
SOUTHEAST DIVISION**

To: City of Tucker Park & Rec.
Attn: Rip Robertson
RE: Gym Retractable Bleachers

Date: August 25, 2023
Bid Date:
Addendum:

We are pleased to quote the following:

6 ROW BLEACHER

1 set – 6 row x 65' -6" Sheridan retractable bleachers, Plastic seats, manual operation, Int. aisles w/ "P" rails, ready rails
ADA, Column cut outs w/ extended rear filler

Delivered & Installed: \$37,788.00

Gross seats - 258

9 ROW BLEACHER

1 set – 9 row x 65' -6" Sheridan retractable bleachers, Plastic seats, manual operation, Int. aisles w/ "P" rails, Ready rails,
ADA, Column cut outs w/ extended rear filler

Delivered & Installed: \$ 53,469.00

Gross seats - 387

Thanks
KH

**Sales Tax Not Included*

**All electrical supply & hook-up by others*

Price Valid for 6 months

**This bid is conditioned upon the use of the AIA A401 Subcontract or terms consistent with the ASA Addendum to
Subcontractor*

Should you have any questions pertaining to the above quotation, please do not hesitate to call me.

5557 Mt Vernon Rd., Murrayville, Ga. 30564
(770) 983-5797 Fax (770) 983-5819



QUOTATION

DATE – 5-20-2022 - **REVISION**
QUOTE - # CB21- 12-005

FROM - Chris Brown – P- 678-906-0827
E-MAIL – cbrown@sseteam.com

PROJECT:

LOCATION:

Tucker Recreation Center	Tucker, GA
--------------------------	------------

QUOTE CONTACT INFORMATION:

Contact Name	Rip Robertson - Director	Contact Phone Number	Cell - 678-951-2175
Contact Company	City of Tucker	Contact E-Mail	rrobertson@tuckerga.gov

QUOTATION SPECIFICS:

Specification Section	NONE	Freight	Included
Product	Wall Mounted and Portable Bleachers	Installation	Included
Manufacture	Hussey Seating	Tax @ 8%	EXCLUDED
Approval Status	NONE	ADDENDUMS NOTED	NONE

BID PRICE:

SEE PRICING OPTIONS BELOW

TELESCOPING BLEACHERS – MANUFACTURED BY HUSSEY SEATING

Quoting (1) seating bank of Hussey Seating wall attached telescoping bleachers 5 tier or 9 tier X 66'-10" long including; self-storing end rails. Bleachers are **MANUALLY** operated and include, 9-5/8" row rise, 24" row span, 10" deep X 18" wide courtside plastic seat modules and "P" shape aisle rails. Decking to be clear finish natural wood. Bank to include a total of (5) "Flex Row" recoverable ADA handicap locations. Total seat count – (179 on 5 tier) & (312 – 9-tier).

TOTAL COST OF – 5-ROW BLEACHER DELIVERED & INSTALLED - \$ 35,600.00

TOTAL COST OF – 9-ROW BLEACHER DELIVERED & INSTALLED - \$ 56,465.00

ADD \$4,100.00 - to provide 3-phase power operation to either option above. Power to bleacher BY OTHERS

PORTABLE BLEACHERS – MANUFACTURED BY HUSSEY SEATING

Quoting a quantity of (10) Hussey Seating Maxam1 portable tip and roll bleachers. Each unit to have (15) person capacity and NO AISLES. Decking to be clear natural deck finish. Seat modules available in (15) colors and provided with number plates. Bleachers can be tipped up and rolled easily by one person due to pneumatic strut lift.

Dimensions are as follows:

- Bleacher in down – sitting position – 7'-6" long X 5'-2" deep X 2'-6" high
- Bleacher in up – storage position – 7'-6" long X 2'-6" deep X 5'-2" high.

TOTAL COST OF – 10 PORTABLE BLEACHERS DELIVERED & SET UP - \$ 44,125.00

CONTINUED NEXT PAGE----



General Notes:

Sales/Use taxes are **EXCLUDED** in above bid amount. Provide tax exempt certificate at time of order.

Payment and Performance Bonds are NOT INCLUDED in the above price. Add 1% for our standard bond form. If alternate bond forms are required there may be an additional cost and the forms will be subject to approval by our bonding company.

Removal and disposal of existing equipment or materials is NOT INCLUDED.

Materials stored at owner or GC's request will incur storage fees and handling charges.

All electrical service requirements, including conduit, wiring and/or final hook which may be required shall be provided by electrical subcontractor.

Hoisting for non-ground floor access, unless specifically indicated above is not included.

Permits, if required, are not included and shall be provided by others at others expense.

Telescopic Bleachers – All electrical connections including manual disconnect shall be provided by electrical subcontractor.

This quotation is good for 60 days



MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks and Recreation
CC: Tami Hanlin, City Manager
Date: October 10, 2023
RE: Memo for Lord Park Entrance and Parking Design and Engineering project

Description for on the Agenda:

Lord Park Entrance and Parking Design and Engineering project

Issue: With the City of Tucker's commitment to quality parks and outdoor activity, we continue to make improvements in our park system. This project will create entrance and parking in Lord Park. This is the first step in developing this vital park in the Smoke Rise community.

Recommendation:

Staff recommends approving a contract, for a total of \$45,000.00 with Root Design Studio, LLC to complete the design and engineering phase of the Lord Park development.

Background: Lord Park is the largest park in the Smoke Rise community and is being developed into an asset for the entire community. This park will be home to the exciting addition of a disc golf course for family and community play with a play area and several pavilions and a future restroom. This initial phase will provide access and parking for the park and will provide that access for future development.

Summary: The project will consist of developing the access (ingress/egress) and parking for the park. This phase is necessary before any further park amenities can be added. This will provide proper access to the park and will prevent parking or possible obstructing on Smoke Rise Drive.

Financial Impact: This item is funded in the Department's General Fund CIP. Fund # 300-6211-54-12000 (PR2306).



**PROFESSIONAL ENGINEERING SERVICES
CONTRACT AGREEMENT (RFQ #2019-037)
TASK ORDER #21
LORD PARK CONSTRUCTION DOCUMENTS**

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFQ #2019-037), and shall serve as authorization by the City of Tucker to ROOT DESIGN STUDIO LLC (“CONSULTANT”) to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFQ #2019-037). Now therefore, the parties agree as follows:

Location of Project:

Lord Park is located at 5525 Smokerise Drive, Tucker, GA 30084.

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

- Task 1 – Pre-Design
- Task 2 – Hydrology Study
- Task 3 – Construction Documents
- Task 4 – Permitting
- Task 5 – Bidding Assistance
- Task 6 - Construction Administration

CONSULTANT Deliverables to CITY

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

Design Specifications and Guidelines: The database preparation and concept plans will be performed on an hourly basis utilizing the previously approved rates from RFQ #2019-037 with a Not to Exceed amount as follows:

Total Not to Exceed Fee

\$45,000.00

This TASK ORDER is subject to the terms and conditions of the original CONTRACT AGREEMENT (RFQ #2019-037) as well as the mutual covenants contained herein.

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

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

Every 30 days commencing with the execution of the TASK ORDER, the CONSULTANT shall submit a report which shall include, but not be limited to, a narrative describing actual work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (hereinafter referred to as "Narrative Report"). Such report shall also include an indication of the number of hours of work completed by CONSULTANT in each of the job rate categories included in the CONTRACT AGREEMENT (RFQ #2019-037). No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

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

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

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

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

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

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

Attachments:

- ROOT DESIGN STUDIOS PROPOSAL - SCOPE OF WORK and COST PROPOSAL
(in accordance with rates established in RFQ #2019-037)

CITY OF TUCKER:

By: _____

Title: _____

Name: _____

Date: _____

CONTRACTOR: ROOT DESIGN STUDIOS LLC

By: _____

Title: _____

Name: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney



Lord Park Phase 1

Task Order Proposal for Design & Engineering Services

Per the Master Agreement, "On-Call Park Design" 2019-037-RDS-003

September 19, 2023

PROJECT UNDERSTANDING

1. This proposal is for the design, engineering and construction oversight of the first phase of development for Lord Park, per the master plan, dated 08/05/22.
2. The local permitting authority is the City of Tucker. Permitting submittals to jurisdictional authorities outside the City of Tucker are not anticipated or included in this proposal.
3. The first phase of development includes the driveway, the paved parking spaces, stormwater detention and associated site work and landscaping.
4. It is assumed that the City will procure a boundary/topo/tree survey to be used as the base information for the project.
5. The proposed impervious surface is anticipated to exceed 5,000 square feet. This will require a hydrology study and stormwater design, which are included in this proposal.
6. The proposed limits of disturbance are anticipated to exceed 1 acre. This will require erosion control plans in accordance with the NPDES, which is included in this proposal.
7. It is assumed that the City will hire a third-party geotechnical consulting firm to perform geotechnical testing (proofrolling) of the subgrade and base conditions for the parking lot during construction.
8. RDS will utilize the following subconsultants to assist in performing the work under this contract:
 - a. Freedman Engineering Group (Civil Engineering)
1000 Whitlock Avenue, Suite 320, #218
Marietta, GA 30064
www.FreedmanEngineering.com

SCOPE OF WORK

TASK 1:

PRE-DESIGN

- 1.1 Attend a kickoff meeting with the Client to confirm the project scope, schedule and budget.
- 1.2 Review relevant codes and regulations related to the development of the project.

- 1.3 Upon receipt of the survey from the Client, visit the site to field verify the existing conditions and take photographic documentation of the property.

**TASK 2:
HYDROLOGY STUDY**

- 2.1 Prepare a preliminary design for the storm water management system based on the existing conditions and proposed improvements.
- 2.2 Prepare a hydrology study to analyze the proposed storm water management system for compliance with the City of Tucker code of ordinances. This study will analyze the pre-development vs. the post-development flow rates for the 2, 5, 25, 50 and 100-year design storms. These calculations will be done in accordance with the current City of Tucker requirements and the Georgia Storm Water Manual.
- 2.3 This task does not include the design of underground vaults, retaining walls, or any other structural design required for storm water management.

**TASK 3:
CONSTRUCTION DOCUMENTS**

- 3.1 Prepare a 60% set of construction documents to include the following:
 - 3.1.1 Cover Sheet
 - 3.1.2 General Notes
 - 3.1.3 Existing Conditions (Survey)
 - 3.1.4 Site Plan – to include the layout of the parking lot, driveway and other construction elements
 - 3.1.5 Enlargement Plan of parking area
 - 3.1.6 Erosion Control Plans – to meet the NPDES requirements and regulations
 - 3.1.7 Demolition Plan
 - 3.1.8 Grading and Drainage Plan
 - 3.1.9 Stormwater Plans, Details and Notes
 - 3.1.10 Construction details and notes for proposed site improvements
 - 3.1.11 Tree Protection/Landscape Plan
- 3.2 Prepare an opinion of estimated construction costs.
- 3.3 Present the construction plans and estimate to the Client for review and comment.
- 3.4 Prepare a 90% set of construction documents.
- 3.5 Prepare an updated opinion of estimated construction costs.
- 3.6 Present the construction plans and estimate to the Client for review and comment.
- 3.7 Prepare final construction documents for pricing and permitting.
- 3.8 Construction Documents will provide for complete installation, maintenance during construction, and warranty of the work.

**TASK 4:
PERMITTING**

- 4.1 RDS will provide final plans and specifications to the Client in PDF format for pre-construction permit reviews.
- 4.2 RDS will address permitting comments, as needed, to secure necessary permits.
- 4.3 *It is assumed that the Client will manage the permitting process and handle permitting coordination.*

**TASK 5:
BIDDING ASSISTANCE**

- 5.1 Prepare bid documents and assist the Client with drafting an advertisement for competitive bids.
- 5.2 The Client will be responsible for posting the advertisement, as required by the Client's contracting bylaws.
- 5.3 Attend a pre-bid conference at the project site to review the bidding instructions and project requirements.
- 5.4 Review and respond to RFI's and questions for clarification.
- 5.5 Review bids for accuracy and completeness.
- 5.6 Tabulate bids and review the results with the Client.

**TASK 6:
CONSTRUCTION ADMINISTRATION
(Anticipated construction duration is 4 months)**

- 6.1 Attend a pre-construction conference with the Client and the Contractor to review the scope and schedule.
- 6.2 Assist Client with filing the Notice of Intent (NOI) for erosion control.
- 6.3 Perform the initial erosion control inspection and issue the 7-day inspection letter to the State.
- 6.4 Review and respond to Contractor RFI's and submittals.
- 6.5 Attend two (2) monthly progress meetings during construction to review the work completed, resolve outstanding issues, discuss schedule updates and critical path items, and review the Contractor's payment applications.
- 6.6 Perform two (2) intermediate site visits to inspect construction progress and workmanship for compliance with the contract documents.
- 6.7 Perform a punch list inspection, upon substantial completion, and issue a punch list report to the Client and the Contractor.
- 6.8 Perform a final inspection and closeout of the project.

SCHEDULE

- The City intends to let the project for public bid by the end of 2023. RDS will begin work upon notice to proceed from the Client and shall perform the work in a manner consistent with the standard of care. RDS will work as expeditiously as feasible to meet the City's goals and expectations for completion of the project. The schedule will depend, in part, on the timeframe for receiving the survey.

COMPENSATION:

Task 1: Pre-Design (14 hrs. @ \$110/hr.)	\$1,500.00
Task 2: Hydro Study (46 hrs. @ \$110/hr.)	\$5,000.00
Task 3: Construction Documents (223 hrs. @ \$110/hr.)	\$24,500.00
Task 4: Permitting (19 hrs. @ \$110/hr.)	\$2,000.00
Task 5: Bidding Assistance (32 hrs. @ \$110/hr.)	\$3,500.00
<u>Task 6: Construction Administration (78 hrs. @ \$110/hr.)</u>	<u>\$8,500.00</u>
Total Lump Sum Fee	\$45,000.00

Notes:

1. Invoices will be submitted monthly for the percentage of work completed.

Hourly Rates:

(Per the Task Order Contract)

Exclusions:

The following items are not included in the scope of services but can be provided upon request:

- Traffic studies
- GDOT Permit submittals
- Stream Buffer Variance and/or Mitigation Plans
- Irrigation design
- Design of retaining walls or vertical structures
- Lighting and electrical design
- LEED or Green Rating Certifications
- Permit fees
- Owner requested revisions to the contract documents after submittal to permitting authorities
- Revisions to the plans during construction due to unforeseen conditions
- Certified as-built drawings



Lord Park Phase 1

Task Order Proposal for Design & Engineering Services

Per the Master Agreement, "On-Call Park Design" 2019-037-RDS-003

September 19, 2023

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 - 3.1.8 Grading and Drainage Plan
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(Anticipated construction duration is 4 months)**

- 6.1 Attend a pre-construction conference with the Client and the Contractor to review the scope and schedule.
- 6.2 Assist Client with filing the Notice of Intent (NOI) for erosion control.
- 6.3 Perform the initial erosion control inspection and issue the 7-day inspection letter to the State.
- 6.4 Review and respond to Contractor RFI's and submittals.
- 6.5 Attend two (2) monthly progress meetings during construction to review the work completed, resolve outstanding issues, discuss schedule updates and critical path items, and review the Contractor's payment applications.
- 6.6 Perform two (2) intermediate site visits to inspect construction progress and workmanship for compliance with the contract documents.
- 6.7 Perform a punch list inspection, upon substantial completion, and issue a punch list report to the Client and the Contractor.
- 6.8 Perform a final inspection and closeout of the project.

SCHEDULE

- The City intends to let the project for public bid by the end of 2023. RDS will begin work upon notice to proceed from the Client and shall perform the work in a manner consistent with the standard of care. RDS will work as expeditiously as feasible to meet the City's goals and expectations for completion of the project. The schedule will depend, in part, on the timeframe for receiving the survey.

COMPENSATION:

Task 1: Pre-Design (14 hrs. @ \$110/hr.)	\$1,500.00
Task 2: Hydro Study (46 hrs. @ \$110/hr.)	\$5,000.00
Task 3: Construction Documents (223 hrs. @ \$110/hr.)	\$24,500.00
Task 4: Permitting (19 hrs. @ \$110/hr.)	\$2,000.00
Task 5: Bidding Assistance (32 hrs. @ \$110/hr.)	\$3,500.00
<u>Task 6: Construction Administration (78 hrs. @ \$110/hr.)</u>	<u>\$8,500.00</u>
Total Lump Sum Fee	\$45,000.00

Notes:

- Invoices will be submitted monthly for the percentage of work completed.

Hourly Rates:

(Per the Task Order Contract)

Exclusions:

The following items are not included in the scope of services but can be provided upon request:

- Traffic studies
- GDOT Permit submittals
- Stream Buffer Variance and/or Mitigation Plans
- Irrigation design
- Design of retaining walls or vertical structures
- Lighting and electrical design
- LEED or Green Rating Certifications
- Permit fees
- Owner requested revisions to the contract documents after submittal to permitting authorities
- Revisions to the plans during construction due to unforeseen conditions
- Certified as-built drawings