

**AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 FOR THE CITY OF BROOKHAVEN PURSUANT TO ARTICLE V OF THE CITY OF BROOKHAVEN CHARTER, APPROPRIATING AN AMOUNT NOT TO EXCEED \$97,000 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO PLANNING AND ZONING'S PROFESSIONAL SERVICES ACCOUNT TO COVER THE PROFESSIONAL DESIGN SERVICES PROPOSAL FOR THE BROOKHAVEN BUFORD HIGHWAY ACTIVIVY NODE PLANS; ALLOWING THE FINANCE DEPARTMENT TO MAKE TECHNICAL CHANGES AS NECESSARY, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES, AND FOR OTHER PURPOSES**

**WHEREAS**, the Official Code of Georgia Annotated, Chapter 36, Section 81, Subsection 3, requires that each local government adopt a balanced budget for all required funds; and

**WHEREAS**, the Official Code of Georgia Annotated, Chapter 36, Section 81, Subsection 3, Paragraph (d) allows a local government to amend its budget to adapt to changing governmental needs during the budget period; and

**WHEREAS**, the City Council wishes to appropriate funding in the amount of \$97,000 from the General Fund unassigned fund balance for the professional design services proposal for the Buford Highway activity node plans project; and

**WHEREAS**, the City of Brookhaven maintains balanced budgets, such that anticipated funding sources equal or exceed the proposed expenditures.

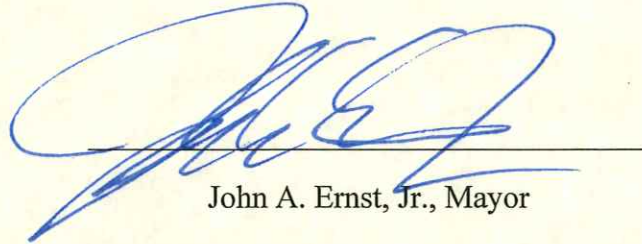
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BROOKHAVEN HEREBY ORDAINS, AS FOLLOWS:**

1. The amendment of the budget of the City of Brookhaven for the appropriation of FY 2023, unassigned fund balance and expenditures is hereby approved.
2. Funding for the appropriation will come from the General Fund unassigned Fund Balance.
3. The City Council authorizes the City Manager or his designee to take any action necessary to complete this ordinance.
4. Should any section of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the resolution as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

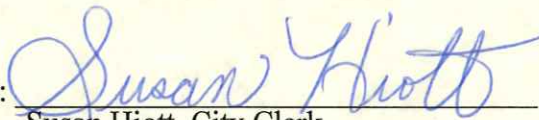
STATE OF GEORGIA  
COUNTY OF DEKALB  
CITY OF BROOKHAVEN  
BA2023005

ORD-2023-03-05

SO, ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
BROOKHAVEN, THIS 28<sup>th</sup> DAY OF MARCH 2023.

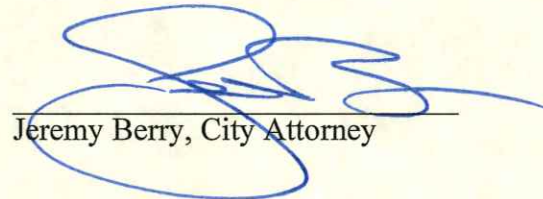


John A. Ernst, Jr., Mayor

Attest:   
Susan Hiott, City Clerk



Approved as to form:



Jeremy Berry, City Attorney



March 8, 2023  
Final Submitted on March 15, 2023

Ms. Patrice Ruffin Dowdell  
City of Brookhaven  
4362 Peachtree Rd. NE  
Brookhaven, Georgia 30319

Re: Buford Highway Activity Node Plans  
HKS, Inc. Project Number 25882.999

Dear Ms. Ruffin Dowdell,

HKS, Inc. ("HKS") is pleased to submit to the City of Brookhaven, ("Client"), our professional design services proposal for the Brookhaven Buford Highway Activity Node Plans project located in Brookhaven, Georgia, (the "Project").

**Project Detail**

The scope of the Project is as follows.

- Druid Hills Activity Node – destination activity node and gateway to Brookhaven. Potential for high intensity land use. 100-150 Dwelling units per acre, and buildings of 10 stories or taller.
- Briarwood Activity Node. Potential for medium intensity land use. 50-100 dwelling units per acre and buildings 5-10 stories tall.
- Mixed-use site node plans with possible office, residential, retail, incubator, and medical offices.
- Consideration of impacts from existing properties and infrastructure.



HKS  
3280 Peachtree Rd  
Suite 500  
Atlanta, GA 30305

### **Scope of Services**

HKS will provide architectural master planning services as described in this proposal for the Project. Upon acceptance of this proposal, it shall serve as our contract. The scope of the professional services is limited to the following:

#### **Task A – Program Validation and Context Assessment**

HKS has tailored an integrated approach, starting with crafting an overall vision for the project. This will include the following efforts:

1. A project alignment meeting to establish goals, strategies, development program, and schedule.
2. Documentation of existing physical and environmental conditions, current market studies and zoning requirements.
3. A site analysis developed from data provided by the Client and a site tour.
4. A review of the previous design studies for the site and outcome of the previous and current masterplans including the Peachtree Creek Greenway plan and proposed transportation/infrastructure plans.
5. Benchmark analysis using Historic and contemporary precedents.
6. An online survey to gauge community aspirations
7. An in-house workshop for each node to develop design concepts focusing on:
  - Nature of Place – Geospatial analysis of context
  - Site organization
  - Vehicular/pedestrian linkages, site access and servicing
  - Relationships to the existing buildings and contextual synergies
  - Density analysis and yield considering varying construction types and site responses
  - Building massing
  - Public realm (streetscape, connectivity, amenities, public space, wayfinding and utilities)
  - Parking-both public and private
8. A series of Client/team meetings to discuss the design concepts and to identify a preferred scheme that will be selected for further development.
  - Site master plan (Limited to two (2) options per node)
  - Coordination of zoning requirements to optimize site usage.
  - Coordination of existing masterplan studies.
  - Two (2) meetings with the City of Brookhaven.

Completion of Task A scope is dependent on the level of CAD and GIS information that is available from the City of Brookhaven.

#### **Task B – Promotional Package**

1. Develop a promotional package suitable for presenting to private developers and public agencies.
2. Mass model of existing buildings, neighborhoods, and roads.
3. Create 3D site master plan with uses, density, and land-use square footage tabulations

### **Deliverables**

The documents to be developed and delivered to Client for this Scope of Services are as follows:

- Diagrams of site, context, and planned uses.
- Illustrative color site master plan for each node.

- Two (2) labelled diagrammatic 3D renderings of each site master plan.
- Development capacity summary of areas by use type, parking, and public realm.

#### **Schedule**

Upon receipt of a signed proposal HKS will begin the design services within 15 days. The proposed schedule is as follows:

- INVESTIGATE - Background Analysis and draft programming- April 2023
- EXPLORE - Initial massing plans, and masterplan coordination and City of Brookhaven feedback – May 2023
- RECOMMEND - Final 3D model, renderings, and master plan - June 2023
- DOCUMENT - City of Brookhaven final review and HKS final submission – June 30, 2023.

These dates are contingent upon receiving a signed agreement by March 24, 2023. In the event the schedule is extended due to causes not within the control of HKS, our compensation will be equitably adjusted to account for the additional time in accordance with HKS then current hourly rate schedule.

#### **Fees and Payment**

Compensation to HKS for these services shall be a stipulated sum. HKS will invoice for services and reimbursable expenses on a monthly basis, with payment due upon receipt of invoice. Invoices for which payment are more than thirty days past due will accrue interest at the rate of seven percent per annum.

Professional Master Planning Services: **\$92,500**

Client agrees to pay HKS for services rendered pursuant to this contract.

#### **Reimbursable Expenses**

In addition to compensation for services, HKS shall be reimbursed for all out-of-pocket expenses such as travel, reproduction, plotting, project management websites, long distance phone calls, courier service, postage, photography, and other out of pocket expenses incurred relative to these services. Reimbursable Expenses will be billed at one and one-tenth times the actual cost.

Estimated Reimbursable Expenses **\$4,500**

#### **Additional Services**

Should there be a request for additional services or if there are deviations from scope of services described in this proposal, HKS shall submit an additional service request to the Client for approval, prior to commencement of the services. Additional services shall be a stipulated sum based on our approved hourly rates.

Possible Additional Services Include:

- Video Fly-over
- Community Engagement Meetings
- Property Owner Meetings
- Multiple plan options (beyond the initial 2 options)

#### **Additional Consultants**

If the services of consultants other than any included in the Scope of Services given above are required and in the event Client request these consultants be retained by HKS, HKS will invoice these additional consultants at one and fifteen one hundredths times the amount invoiced HKS by the consultants. HKS reserves the right to qualify and select any consultants who will be under HKS contract.

**Termination**

In the event Client abandons the Project at any time or elects to terminate our services, HKS shall be paid for services performed and reimbursable expenses incurred up to the date of our receipt of your written notice of termination. HKS reserves the right to suspend services if payment for compensation and expenses is not received within thirty (30) days of receipt of our invoice.

**Copyright**

The Program, Drawings, 3D Model, BIM data, and renderings (other documents, and the designs prepared by HKS for this Project are instruments of service for use solely with respect to this Project. HKS shall retain all common law and statutory intellectual property rights in and to the instruments of service. No modifications to the instruments of service shall be made without notification to and authorization of HKS and its consultants. HKS grants to Client a license to use the instruments of service for use with respect to this Project upon payment in full for compensation and reimbursable expenses.

If the terms of this proposal are acceptable, please acknowledge your acceptance by executing this proposal and returning one copy to my attention.

Best Regards,



HKS, Inc.  
Sheba Ross, AICP CUD, EcoDistricts AP, CDT, LEED AP  
Global Practice Director, Cities and Communities

The undersigned authorized agent of the owner and Client represents and warrants to HKS that all required approvals for authorization of the foregoing services have been obtained in writing.

AGREED AND AUTHORIZED:

This \_\_\_\_ day of \_\_\_\_\_, 2023

By: **City of Brookhaven**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

cc: Mr. Chris Sciarrone, Senior Urban Design Project Manager  
Ms. Kim Cooper