

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Tuesday, January 17, 2023

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

A. Roll Call (recorded)**B. Citizen Input****C. Board Updates**

Downtown Development Authority - Jim Eyre

D. General Updates**E. Council- General Discussion****F. Board Appointments**

Mayor and Council will consider appointments and reappointments to the following board, authority or commission:

Discovery Garden Park Board (3 Vacancies / 2 Reappointment Candidates)

Sustainable Norcross Commission (3 Vacancies / 1 Appointment Candidate and 1 Reappointment Candidate)

G. City Manager's Report**H. Items for Discussion**

1. [23-6641](#)

Funding for Champion Elm Tree Portrait

A recommendation by the Tree Preservation Board to consider funding an amount up to \$1,000 from Contingency for a drawing/painting of the Champion Elm tree.

[Agenda Report - Funding for American Elm Tree Portrait](#)

2. [23-6642](#)

2023 Events Calendar

Finalize the location for the Jazz in the Alley series and determine how to proceed with the Community Market.

[Agenda Report - 2023 Events Calendar](#)

[2023 Events Presentation](#)

[Community Market Survey Results](#)

[Community Market Survey Summary](#)

3. [23-6643](#)

IGA with Visitors Bureau

Approve an updated intergovernmental agreement with the Gwinnett Convention and Visitors' Bureau (GCVB) to serve as the city's "destination marketing organization (DMO)".

[Agenda Report - GCVB IGA](#)

[Proposed Intergovernmental Agreement \(IGA\)](#)

4. [23-6644](#) **Update to Ordinance Governing Distribution of Hotel/Motel Taxes**
Approve an update to the city ordinance governing distribution of Hotel/Motel taxes.
[Agenda Report - HMT Ordinance](#)
[Proposed Ordinance Amendment](#)
[Sec. 16-296. Imposition and Rate of Tax](#)
5. [23-6645](#) **Funding for Spring 2023 GICH Retreat**
Allocate funding for up to two community volunteers from the City of Norcross's Georgia Initiative for Community Housing Team (GICH) to attend the Spring 2023 GICH Retreat.
[Agenda Report - Funding for Spring 2023 GICH Retreat](#)
[Fall 2023 GICH Retreat Registration](#)
[Fall 2023 GICH Retreat Hotel Receipt](#)
[GICH Alumni Certification Overview](#)
6. [23-6646](#) **Parking Study Update**
Discuss options and decide/confirm guidance on how city staff should move forward with next steps on the issue of downtown parking.
[Agenda Report - Parking Study Update](#)
[Summary - Norcross Parking Study](#)
[Parking Implementation Program](#)
[Downtown Norcross Parking Study - March 2019](#)
7. [23-6647](#) **Solid Waste RFP Discussion**
Staff is seeking direction from Mayor and Council to proceed with a Request for Proposal for city wide residential and Commercial Solid Waste, Recycling, Yard Waste and Bulk items collection and Disposal Services.
[Agenda Report- Sanitation RFP](#)
[A1\) RFP-Solid-Waste-Recycling - CON - DRAFT](#)
8. [23-6648](#) **North Peachtree Street Fence Replacement**
Staff is seeking direction from Mayor and Council to either replace or leave in place the existing fence along North Peachtree Street fronting 537 & 561 N. Peachtree Street.
[Agenda Report - NPT Fence](#)
[A1\) Site Photos](#)
[A2\) Site Plan NPT Street Sidewalk](#)
[A3\) 2022 Proposal](#)

9. [23-6649](#) **New Partnership Structure for Gas South-Norcross Affinity Program**

A recommendation to adopt a memorandum of agreement for the establishment of the Gas South-Norcross Affinity Program to take effect on April 1, 2023, following the termination of the Natural Gas Retail Service Alliance Agreement effective through March 31, 2023.

[Agenda Report - New Partnership Structure for Gas South-Norcross Affinity Program](#)

[Memorandum of Agreement between the City of Norcross and Gas South, LLC](#)

[Gas South & City of Norcross Alliance 2023 Partnership Proposal - Presentation](#)

10. [23-6650](#) **Employee Hiring and Retention**

(1) Approve changes to the Employee Handbook related to promotions and new hires, providing for discretionary pay increases of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the promoted or new hire's probationary period, and at one year after completing probation. (2) Approve a change to the Employee Handbook to change eligibility for merit increases to new employees with three months' service

[Agenda Report - Post Probationary Discretionary Pay Increases For New And Promoted Employees, And Eligibility For Merit Increase](#)

I. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

J. **Signed by:** _____ **Mayor Craig Newton**

K. **Attest:** _____ **Monique Lang, City Clerk**



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6641	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	Funding for Champion Elm Tree Portrait		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Funding for Champion Elm Tree Portrait](#)

Title
Funding for Champion Elm Tree Portrait

Drafter
Tracy Rye



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP
Assistant City Manager/CDP Director

Agenda: January 17, 2023 Policy Work Session

Agenda #: 23-6641

Item: Discussion possible funding of competition for drawing/painting of Champion Elm Tree

CC: Eric Johnson, City Manager

Recommendation

A recommendation by the Tree Preservation Board to consider funding an amount up to \$1,000 from Contingency for a drawing/painting of the Champion Elm tree.

Background

The City was honored to win an award for Tree Canopy preservation from the Georgia Tree Council at their annual meeting in Rome, GA recently. The award generally is a drawing or a water color of a special tree in the jurisdiction where the conference is held in any given year (see image, next page and award is displayed on the 2nd floor of City Hall next to the Conference Room).

Members of the Tree Preservation Board are inspired by the award and wish to have Mayor and Council consider funding up to \$1,000 from Contingency for a similar drawing or painting of the Champion Elm tree that is in Betty Mauldin Park. Michelle Osborne of the Tree Preservation Board consulted with Norcross Gallery and Studios to consider sponsoring a competition among artists for a drawing or water color of the tree. Submissions would be displayed and possibly ranked by the public and the most popular submission would be considered for purchase by the City. Upon purchase, all rights to the art and any future reproductions would be at the discretion of the City.

**Financial Impact**

\$1,000 from Contingency.

Consistent with Comprehensive Plan?

This project is considered to be consistent with Goal 1 to Continue to Define Norcross' Sense of Place by highlighting this very important tree, preserving it in perpetuity through art.

Next Steps

Mayor and Council meeting, Monday, February 6, 2023, 6:30 PM

Attachments

N/A

Update



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6642	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	2023 Events Calendar		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - 2023 Events Calendar](#)
2. [2023 Events Presentation](#)
3. [Community Market Survey Results](#)
4. [Community Market Survey Summary](#)

Title
2023 Events Calendar

Drafter
Madison Chucci



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council
From: Madison Chucci, Events Manager
Meeting Date: January 17, 2023 – Policy Work Session
Item No.: 23-6642
Title: 2023 Events Calendar
CC: Eric Johnson, City Manager

Recommendation

Finalize the location for the Jazz in the Alley series and determine how to proceed with the Community Market.

Background

The city hosts multiple events throughout the year. The 2023 events calendar includes over 60 events that are designed to create community involvement, promote tourism, and celebrate the city's rich diversity.

The City of Norcross classifies events in one of three categories: city, co-sponsored, and third-party.

A "City" event is an event being put on by the City of Norcross—primarily these are events organized by the city's Events Manager, but they may also be a workshop put on by a city board or other city affiliation. All costs/services involved with the planning of the event are funded through the city's budget.

A "Co-sponsored" event is a collaboration between the City of Norcross and the third-party event organizer, who jointly "host" the event. Each collaboration looks a little different, but typically includes some sort of financial stake from the city. The city contributes some (not all) resources (i.e. police presence, promotion, event setup/breakdown, waived park rental) free of charge to co-sponsored events. There are various criteria an event must meet in order to be eligible for "co-sponsored" classification.

A "Third-party" event is any other event hosted in Norcross. City staff and resources may still be involved, such as a police presence, but the event organizing body covers those costs (i.e. park rental fee, police presence, restrooms, etc.). The city is not able to provide promotional support to third-party events.

In 2023, we plan to host 55 city events (excluding the Community Market) and 13 co-sponsored events.

Financial Impact

The financial impact will be dependent on the direction that is provided by mayor and council.

Consistent with Comprehensive Plan?

Yes, this falls under Sustainability & Quality of Life. The City of Norcross takes pride in providing a high quality of life for its residents. Special events add to the social health, well-being, and overall quality of life for our residents.

Next Steps

Begin promoting the 2023 events calendar, notify the Jazz in the Alley co-organizer of the event location, and begin working on details for the Community Market.

Attachments

2023 Events Presentation
Community Market Survey Results
Community Market Survey Summary



2023 Events Calendar

City & Co-Sponsored Events

2022 Events Recap



Hosted over 60 events



Estimated overall attendance of 116,000



Added 5 new events in 2022



Created more experiences to celebrate and grow Norcross' diversity



Bluesberry Beer & Music Festival

Holiday Events

- Valentine's Father Daughter Dance: Friday, February 10th
 - City Event
 - Estimated Attendance: 150
- Valentine's Night to Remember: Saturday, February 11th
 - City Event
 - Estimated Attendance: 150
- Irish Festival: Saturday, March 18th
 - Co-Sponsored Event
 - Estimated Attendance: 1200
- Easter Egg Hunt & Special Needs Easter Egg Hunt: Saturday, April 8th
 - City Event
 - Estimated Attendance: 700
- Memorial Day Ceremony: Monday, May 29th
 - City Event
 - Estimated Attendance: 200



Easter Egg Hunt

Holiday Events

- Juneteenth Celebration: Saturday, June 17th
 - City Event
 - Estimated Attendance: 1,000
- Red, White, & Boom: Monday, July 3rd
 - City Event
 - Estimated Attendance: 25,000
- September 11th Ceremony: Monday, September 11th
 - City Event
 - Estimated Attendance: 45
- Veterans Day Ceremony: Saturday, November 11th
 - City Event
 - Estimated Attendance: 20
- Holiday Celebration: Friday, December 1st
 - City Event
 - Estimated Attendance: 600
- Historic Downtown Norcross Christmas Village: Friday, December 1st
– Sunday, December 3rd
 - Co-Sponsored Event
 - Estimated Attendance: 1,200



Red, White, & Boom

Music & Art Events

- Summer Concert Series: May 26th, June 9th, June 23rd, July 7th, July 21st, August 4th, August 18th, September 1st
 - City Event
 - Estimated Attendance: 4,000 per event
- Jazz in the Alley: June 3rd, July 15th, August 12th, September 23rd
 - Co-Sponsored Event
 - Estimated Attendance: 2,000 per event
- Bluesberry Beer & Music Festival: Saturday, June 24th
 - Co-Sponsored Event
 - Estimated Attendance: 1,000
- Art Splash: Saturday, October 7th & Sunday, October 8th
 - Co-Sponsored Event
 - Estimated Attendance: 15,000



Jazz in the Alley

Cultural Events & Car Shows

- Viva Mexico: Saturday, May 6th
 - Co-Sponsored Event
 - Estimated Attendance: 1,000
- Atlanta British Car Fayre: Saturday, September 9th
 - Co-Sponsored Event
 - Estimated Attendance: 15,000
- Hispanic Heritage Celebration: Saturday, September 16th
 - City Event
 - Estimated Attendance: 1,000
- Deutsche Klassik German Car Show: Saturday, October 28th
 - Co-Sponsored Event
 - Estimated Attendance: 5,000
- Día de Los Muertos Festival: Saturday, November 4th
 - Co-Sponsored Event
 - Estimated Attendance: 5,000



Hispanic Heritage Celebration

Community Center Events

- First Friday Concerts: January 6th, February 3rd, March 3rd, April 7th, October 6th, November 3rd
 - City Event
 - Estimated Attendance: 150 per event
- Movie Mondays: 2nd & 4th Mondays of Each Month
 - City Event
 - Estimated Attendance: 30 per event



First Friday Concert

Sustainable Events

- Georgia Arbor Day Celebration: Friday, February 24th
 - City Event
 - Estimated Attendance: 30
- Community Market : TBD
 - City Event
 - Estimated Attendance: 200 per event
- Household Hazardous Waste Event: Saturday, June 10th
 - City Event
 - Estimated Attendance:
- Pedal Norcross: Saturday, October 21st
 - City Event
 - Estimated Attendance: 100
- Neighborhood Cleanup & Recycling Day: Saturday, April 22nd & Saturday, October 14th
 - City Event
 - Estimated Attendance: 300 per event



Pedal Norcross

Other Activities

- Georgia Cities Day: Friday, April 28th
- Cookout with Council: Saturday, July 29th
- Lionheart Lawless Spirit Tour: Thursday, October 12th – Sunday, October 15th
- The Mayor's Angel Giving Tree: Tuesday, November 14th – Friday, December 15th
- Holiday Carriage Rides: Tues/Wed/Fri, December 1st – December 22nd
- Holiday Photos with Santa: Wed/Fri, December 1st – December 22nd



The Mayor's Angel Giving Tree

Discussion Topic: Community Market

- Survey Results: [Summary](#)
 - 166 responses
 - 70.5 % City of Norcross residents
 - 26.5% Within 50 miles (Unincorporated Gwinnett, other Gwinnett cities, etc.)
 - 3% 50+ miles outside of Norcross
 - Overall Experience: 3 out of 5
 - Improvement Suggestions
 - More produce vendors
 - Different day/time
 - Continue through Fall
 - Increase variety in vendors

Discussion Topic: Community Market

- Option One: Remove Community Market from event calendar
- Option Two: One vendor to provide seasonal produce one day per week
- Option Three: Reduce occurrence and/or move to different day of the week

Discussion Topic: Jazz in the Alley Location

- Option One: Betty Mauldin Park
- Option Two: Thrasher Park
 - Requires event re-branding
- Option Three: Lillian Webb Park
 - Requires event re-branding

Upcoming Related Subjects

- Noise Ordinance
 - Stipulation to allow filming after 10pm on weeknights and after 11pm on weekends (with surrounding resident(s) approval)
- Film Ordinance
 - Increase permit fee
 - Remove half day fee
 - Add parking fee

2022 Norcross Community Market Survey Results

"I REALLY enjoyed ordered online, that was so convenient for me!!!"

"It needs to be more accessible to loading and unloading for vendors"

"I enjoy the market and the opportunity to meet and support local entrepreneurs and farms"

"I like it! Please leave it at thrasher park. Consider more vendors and more often"

"I was hoping for more fresh veggies and less vendors selling their products."

"Need more variety and options at a wide range of price points"

"Kids activities, craftsman/women, live performances would enhance the atmosphere"

"The market should continue through the fall, with all those amazing fall fruits and vegetables. [like Pumpkin, apples, or butternut squash] etc"

Overview

Norcross Community Market (NCM) held a survey to improve the market for current and future stakeholders. A total of 166 responses were collected. Out of 166 participants, 153 of those had previously attended the market, 13 of those that had never attended the market, and 117 that lived in the City of Norcross.

Additionally...

- Over 70% of participants lives 5 miles or less from the market.
- Four survey participants used SNAP (food stamps).
- Popular modes of travel for participants is to walk or drive. Also, (7) shared they have biked to the market, and (1) has used rideshare.
- Almost 95% of survey participants either attended the market either every week (35), a few times a year/season (52), once or twice this year (29), or didn't attend this past 2022 season, but have attended in the past (26).
- For those that never attended the market gave the following reasons why: (1) Unaware (6/13), Day of the Week (6/13), Time of Day (2/13), with the written responses that the market was "too expensive", they "forget", and they are "interested but it closes before [they] can make it to shop".

Summary

Overall, there is praise for the market, however if the lack of variety with vendors, as well as limited number of vendors is continued, it may deter visitors from returning in the future. Based on survey results, the NCM should continue to be a "weekly" market (Figure 11), keep the Thrasher Park location (Figure 10), should at least double its current number of present vendors (Figure 2&3), as well as increase variety of vendors (Figure 2&3) and be held on a different day, preferably Saturdays (Figure 5) , *OR* if continued a weekday, an extended timeframe for those traveling from work should be considered.

Guests are happy with a grocery style shopping at the market; however, others desire an experience at the market with entertainment and activities. Desired improvements should also include better communication and marketing efforts on general market info as well as market updates in regard to vendors, weather, times, etc. (Page 5)

Survey response for attendees that frequent the market vs those did not often correspond. If not, responses are included separately in the results in the following pages.

Results

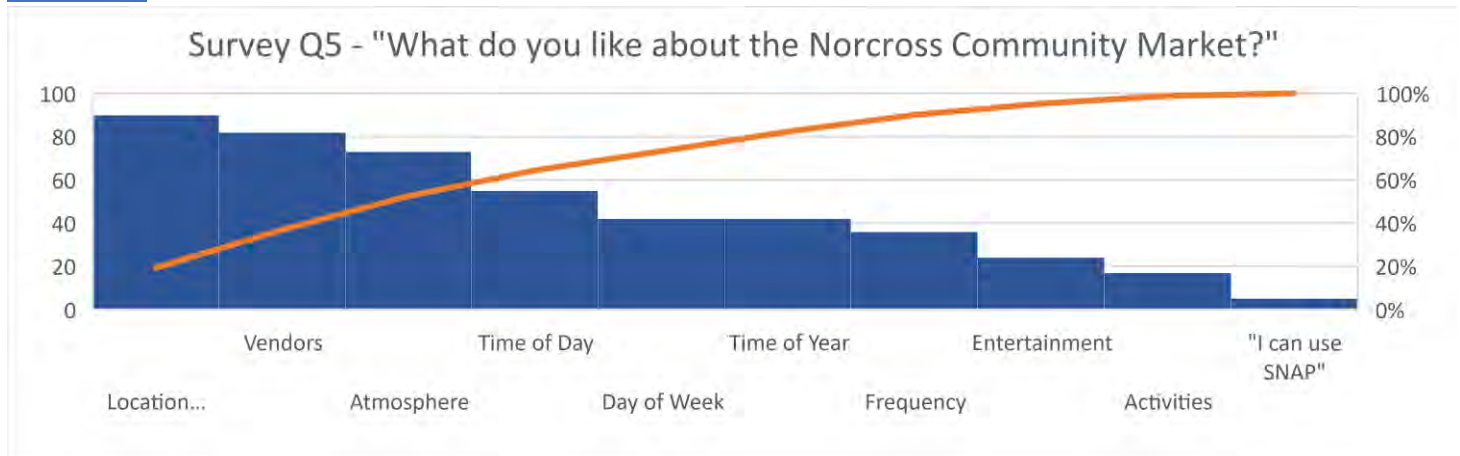


Figure 1: Pareto Chart for Q5 listing most common answers from left to right in descending order

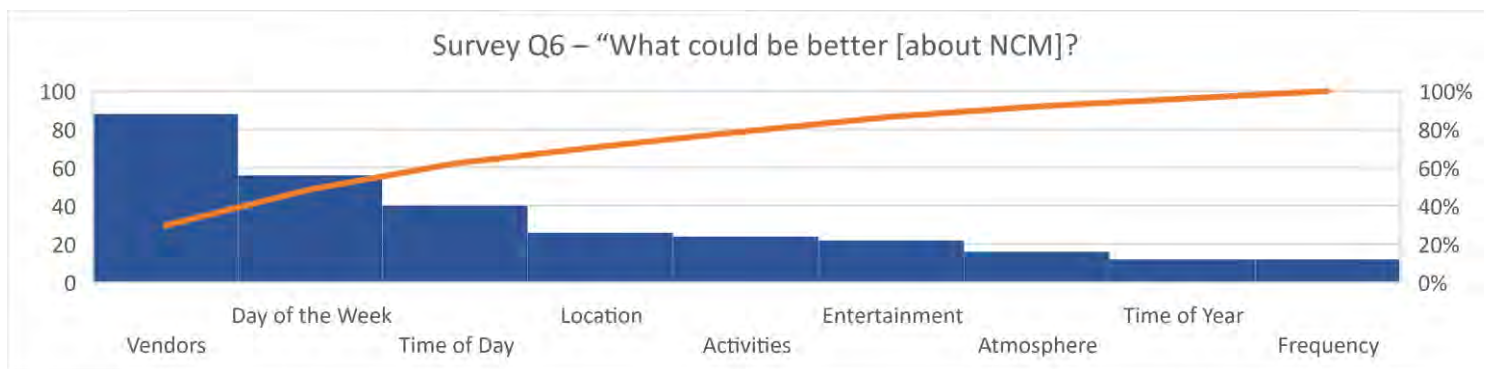


Figure 2: Pareto Chart for Q6 listing most common answers from left to right in descending order

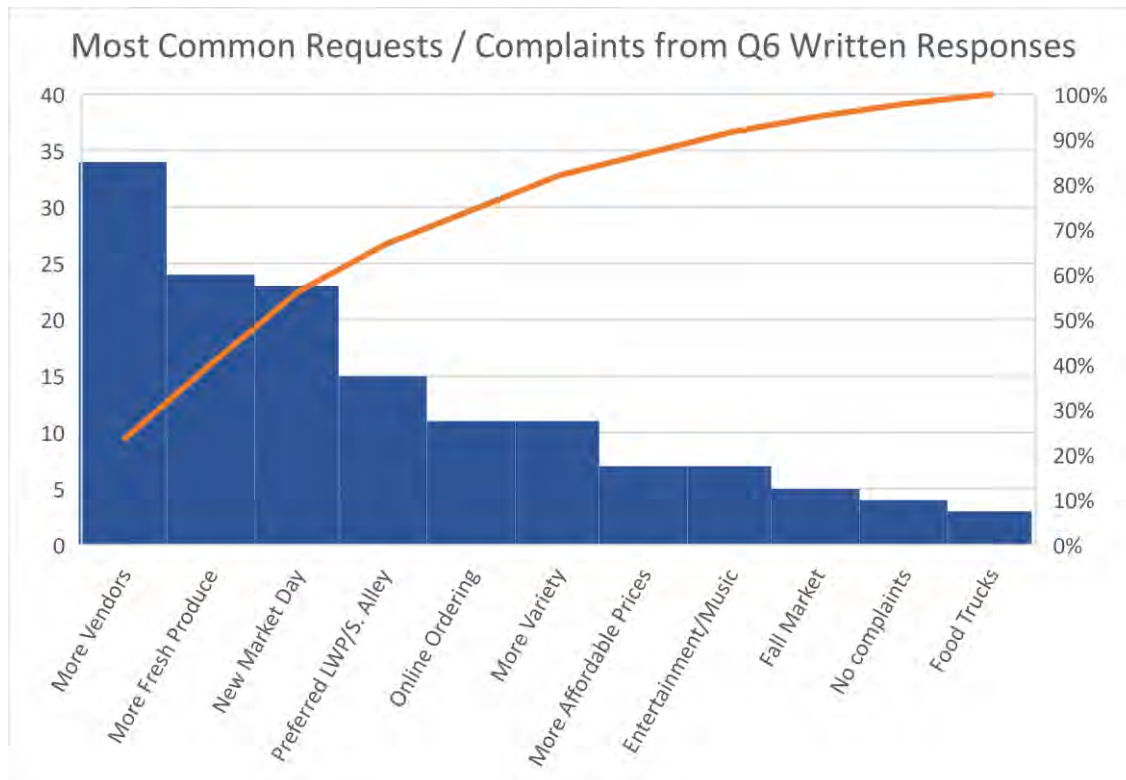


Figure 3: Pareto Chart for Q6 listing most common answers from left to right

7. Are you satisfied with the current day/time of the market? (Wednesdays from 4-7 p.m.)

153 responses

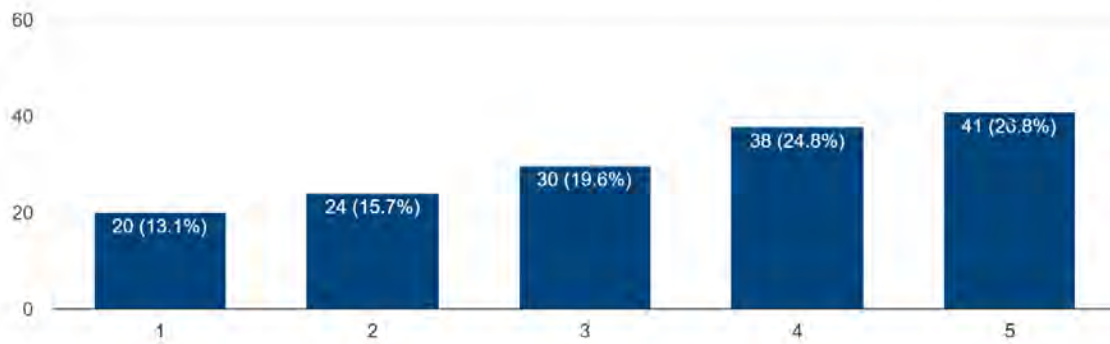


Figure 4: Bar Chart of previous NCM attendees responses to question 7

8. In general, what would be the best day of the week for you to attend the market? Select all that apply.

153 responses

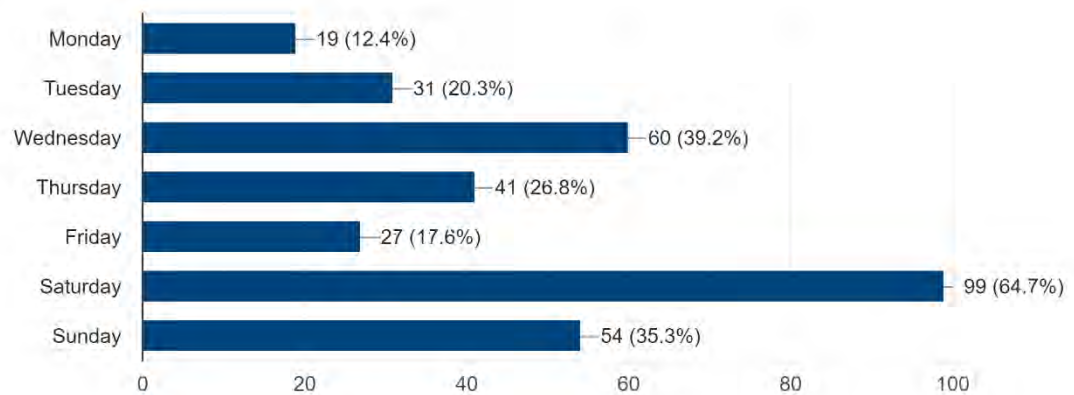


Figure 5: Bar Chart of previous NCM attendees' responses to question 8

9. In general, what would be the best time of day for you to attend the market? Select all that apply.

153 responses

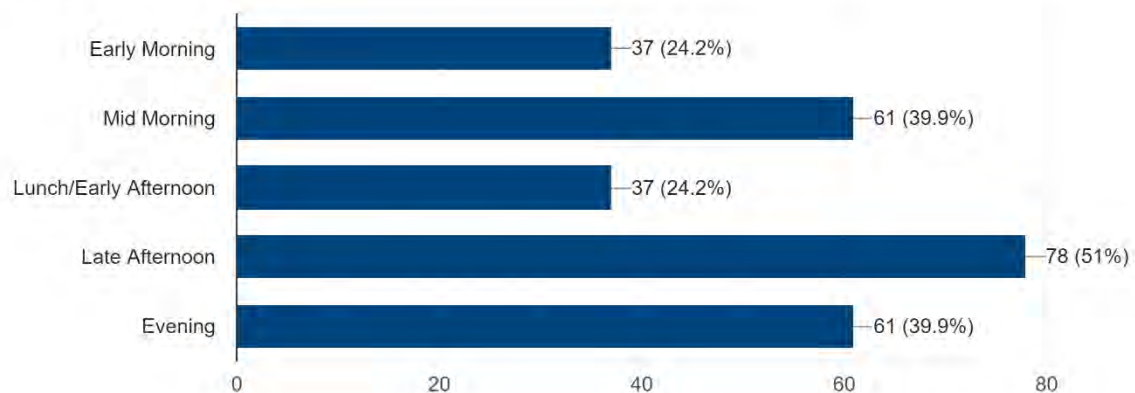


Figure 6: Bar Chart of previous NCM attendees' responses to question 9

11. How often do you think the market should be held?

153 responses

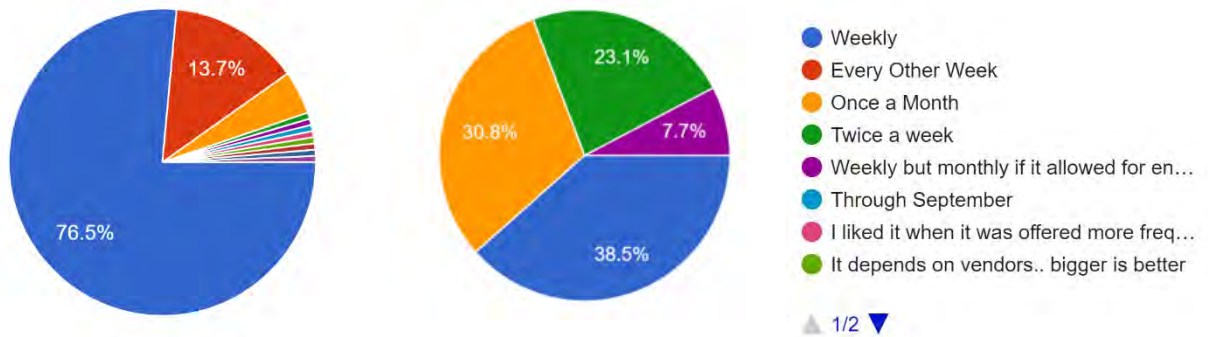


Figure 7: Pie Chart for survey participants' preferred frequency of market. On the LEFT are responses from attendees that have previously attended the market, on the RIGHT are those who have NOT. Consensus is to keep a weekly market

12. Would you change what time of year the market is held?

153 responses

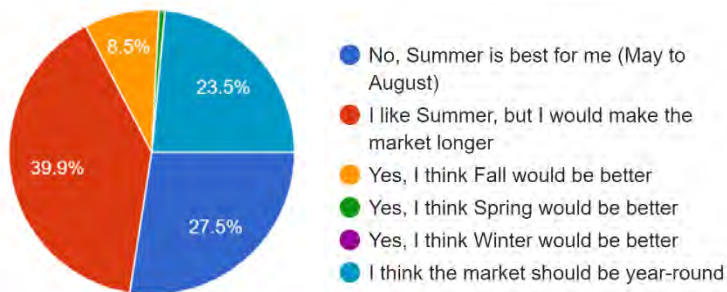


Figure 8: Pie Chart for market attendees' preferred market season

7. What time of year would be best to hold the market?

13 responses

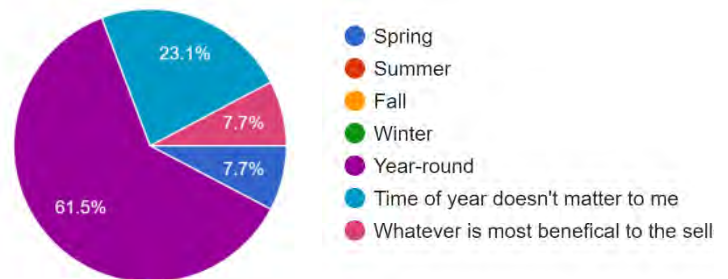


Figure 9: Pie Chart for "never attended NCM" preferred market season

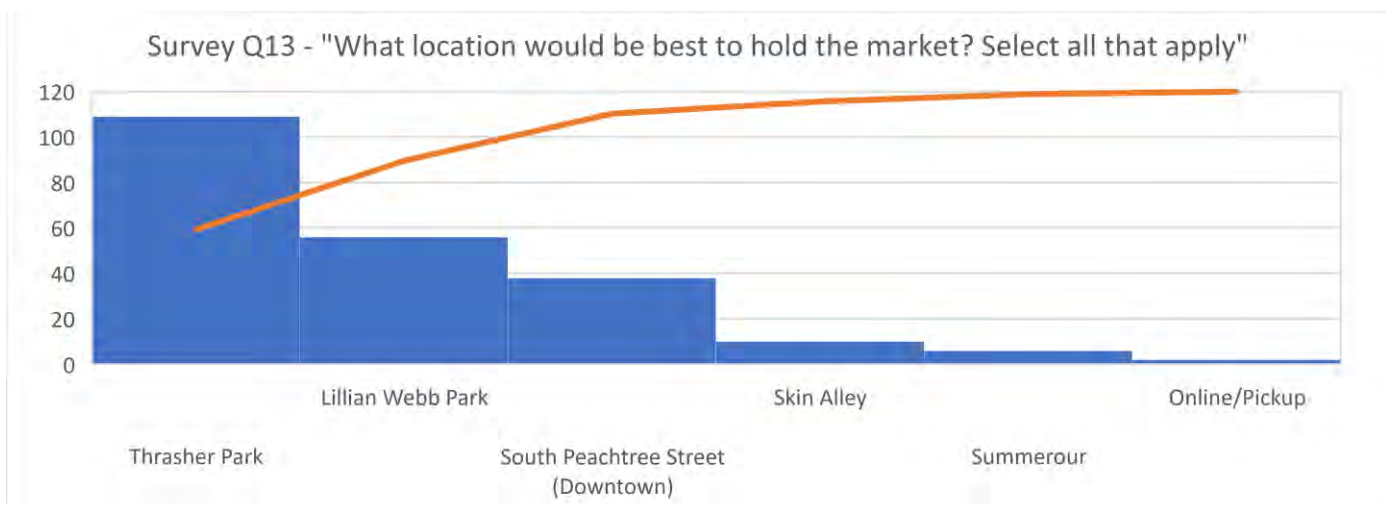


Figure 10: Pareto Chart for Q6 listing most common answers from left to right in descending order

Additional Quotes:

"Skin Alley had a nice vibe and was more like an event. Go to Thrasher Park to shop for 10 minutes and leave. Need more vendors, community outreach, marketing. And better marketing. Need to collaborate with stakeholders. Broadstone and Brunswick should be huge draws but we're not marketing to them. Need a marketing plan. FB posts aren't enough, imho. I'm retired so not so concerned about which day and understand that it's complicated. I'd like Thursday evening better. It was moved to a weeknight so young families could attend but I don't see a lot of them. And then there's the rain. The market started too early this year. Not enough vendors and I think some people never returned. Need to reconsider what we'll sell. Was originally only organic or naturally grown within 200 mile radius. Consider expanding to attract more vendors. Vendors should also be required to market on their social media. I'd love to see a year round market but there doesn't seem to be the support."

"I would like it open til 730 cuz I rush in traffic after work"

"Loved the market in the Alley. I also loved attending Saturday mornings at LBW park. The current park is not favorable. I actually attended less this past year because I really disliked the location (Thrasher) and set-up. I attempted to discuss with the person running the program who was very dismissive. A few vendors also seemed to not be in favor of Thrasher and warned me that I would have no voice when speaking with the person in charge."

"I go for the produce, occasionally buy fish or meat. Definitely interested in more produce vendors, and no quantity requirements"

"While it is pretty opulent the surrounding communities are of more humble backgrounds even doubling snap points produce is expensive. Food vendors with ready made meals would be nice. the only truly affordable vendor was the tamale lady."

"I went last year when it was on the street at 4pm. It was too hot so I didn't go back. I think it is now in the shade and under trees. I want to go back but not sure when they have it."

"I love the recycling collection that is part of the market. I often brought in old shoes, empty personal care containers, and sealed plastic cutlery to drop off for recycling/reuse this summer."

"Many churches have activities on Wednesday evenings. Other evenings or Saturday mornings would be better. I'd like to see more vegetable vendors at the market."

"Please bring in more vegetable/fruit vendors and more vendors in different price ranges. Recently it has all been prepackaged food/sauces that are very overpriced. I loved the offerings when the market was in Lillian Webb and on Skin Alley! It seemed to be lacking this year and too expensive."

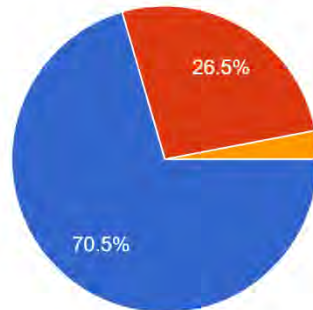
We would like to see more diverse vendors to accommodate the many cultures and ethnicities that live in Norcross.

"Incentivize vendors initially by not charging them a booth rental fee the 3rd time they go. Or something similar. Incentivize visitors with a drawing for a food choice of any vendor with any purchase"

"I love the idea of the market but the few times I went, the vendor options was too limited. I would rather it be hosted less often with more vendors to choose from"

1. Are you a resident of the City of Norcross?

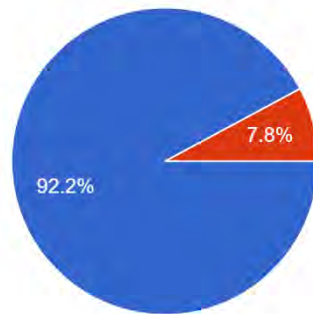
166 responses



- Yes, I live within the city limits.
- No, I am your neighbor! (I live nearby in Unincorporated Gwinnett, one of Gwinnett's cities or another city in the local area.)
- No, I am a visitor (I live 50+ miles outside of Norcross.)

2. Have you ever been to the Norcross Community Market?

166 responses

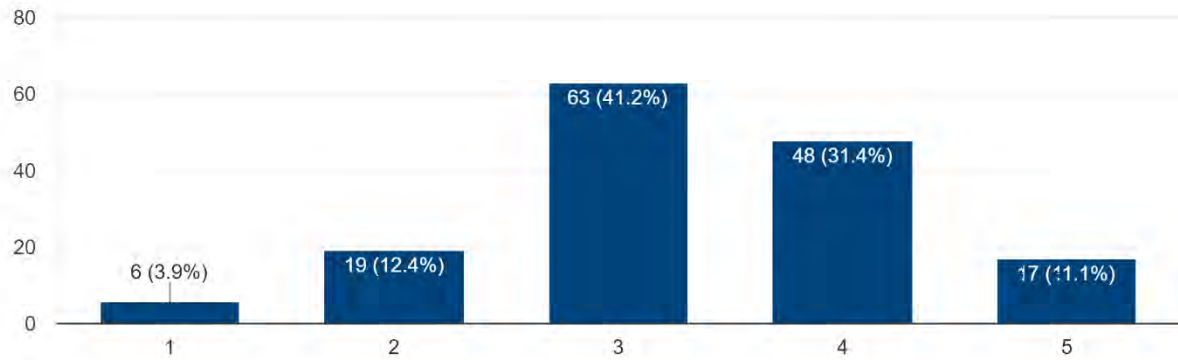


- Yes
- No

Yes, I've been to the Market!

3. In general, how would you rate your experience of the Norcross Community Market?

153 responses



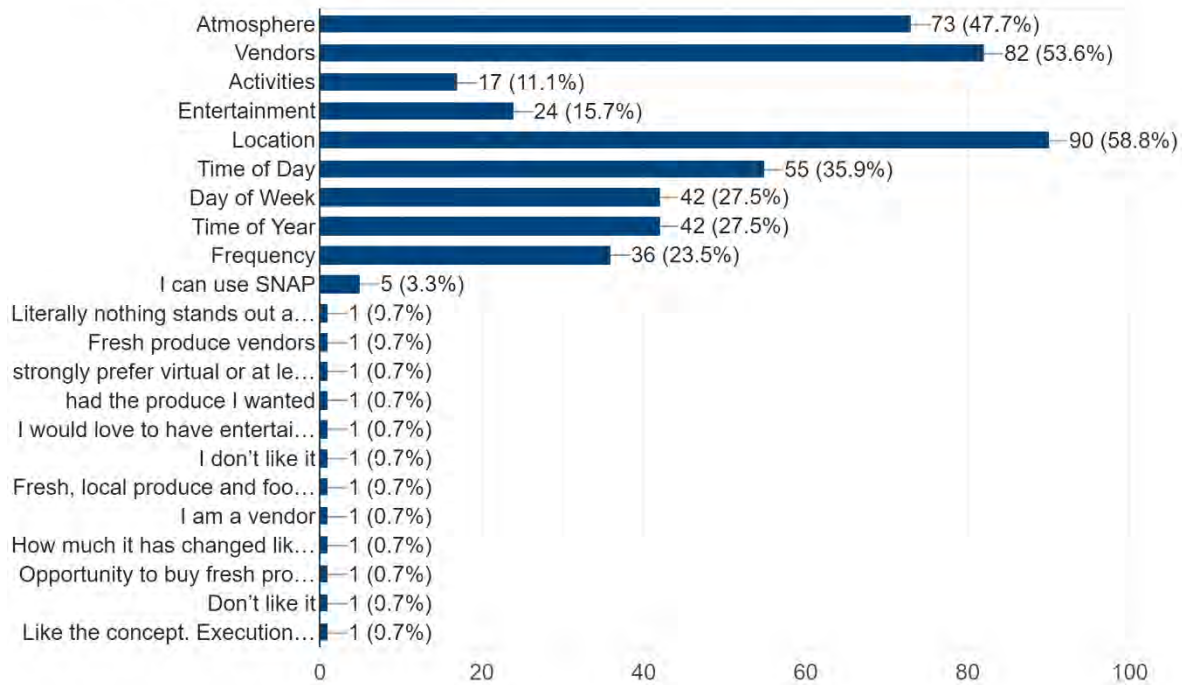
4. How often do you visit the Norcross Community Market?

153 responses



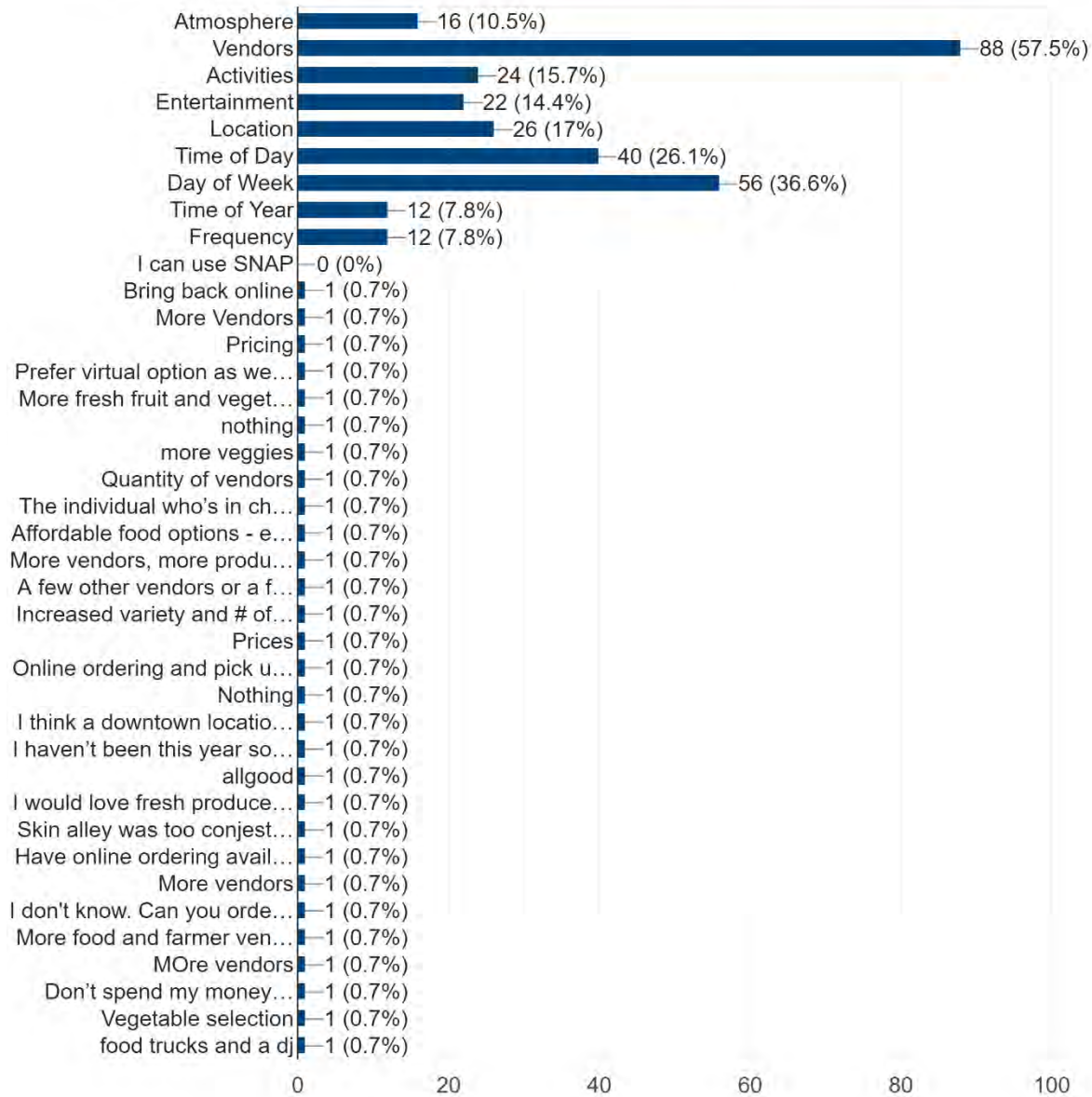
5. What do you like about the Norcross Community Market?

153 responses



6. What could be better?

153 responses



If you would like to elaborate on your previous response, you may do so here. 101

responses

I'd prefer more produce and basic item vendors versus prepared food. Also - more flower vendors!

I wish there were more vendor options

More vendors, music, beverage options while shopping, weekends, spring & fall options, more produce options.

The hours and day don't usually work with my work schedule and I had asked before if the time or day of the week would change. I feel if the time was a different day like a Saturday many more people will be able to come for those that don't work on the weekends. Also the vendors are not as plentiful as before from what I have seen I wish it was more vendors and other resources.

I would like to see more fresh produce - more vendors & more variety

I can't find enough to buy to make it worth it. Only need so much BBQ sauce etc.

Wed. afternoon is a hard time to get there.

I found Weekdays are less convenient than Saturdays.

Wednesday afternoon is not a convenient time to visit the market. There are not enough vendors worth walking to thrasher for.

The market should continue through the fall, with all those amazing fall fruits and vegetables.

Pumpkin apple butternut squash etc

We enjoyed ordering online each week, but can seldom make it to in person market.

prices are too high

The day of the week has not been convenient for me and the last time I went there were not that many vendors. A long time ago there were more vendors selling a variety of items like produce, milk, etc. The quantity of vendors has decreased.

Extremely limited amount of quality farm fresh produce items

Better at Lillian web where it was before

Should be on the weekend

Poor vendors and high cost

We could use more vendors.

The few vendors that are there are good but you need more to attract enough people to make it worthwhile and festive

More vendors

market seemed lacking in fresh fruits, fresh flowers.. loved location in the park with trees and shade. market could last longer into fall.. loved the trying of live music. could be neat if food trucks where there too.

I would like to see more produce vendors. That's usually what I'm looking for and it can be limited or sold out early

As mentioned more entertainment and better vendors. I loved it when it was in the alley.

Tuesday and Wednesday are busy days for me. On another day I might attend more frequently.

Our market is an embarrassment compared to surrounding city markets

Need more vendors. I think it was better on Saturday mornings at Lillian Web Park

Loved the market in the Alley. I also loved attending Saturday mornings at LBW park. The current park is not favorable. I actually attended less this past year because I really disliked the location (Thrasher) and set-up. I attempted to discuss with the person running the program who was very dismissive. A few vendors also seemed to not be in favor of Thrasher and warned me that I would have no voice when speaking with the person in charge.

I was hoping for more fresh veggies and less vendors selling their products.

The two times we went, there were no vendors selling produce or anything we needed. In years past when on the street next to Thrasher Park it was full of fresh food items. I always went every Tues after work and the street was packed with vendors and buyers. Even a food truck or two.

I think the market was better attended when it was on Skin Alley - there seemed to be more vendors and it allowed patrons to easily visit other local businesses.

More vendors just for more variety. I love that it's next to Thrasher so my son can play, and we often eat dinner there purchased from the market.

I go for the produce, occasionally buy fish or meat. Definitely interested in more produce vendors, and no quantity requirements.

I'm not so much looking for an expensive drink as produce and handmade items

Not enough vendors for fruits and vegetables, more variety in fruits and veggies

Saturday better, Lillian Park better

While it is pretty opulent the surrounding communities are of more humble backgrounds even doubling snap points produce is expensive. Food vendors with ready made meals would be nice. the only truly affordable vendor was the tamale lady.

It's difficult to make it to the market in the middle of the week. A weekend market allows more time to enjoy it.

Weekends in Lillian Webb

I like the park location

Weekend would be great!

Love the laid back week day but wonder if more would come if weekend

Wed between 4 and 7. super inconvenient. Needs to be in the weekend. Need to be more vendors!

Take a look at Suwanee. They are doing it well.

They are very few vendors, esp with fresh fruit and veggies

I preferred when it was in skin alley. Could get a glass of wine and walk around. Parking and walking through downtown made me more likely to visit downtown shops and restaurants as well. I only went once this year and felt there needed to be more variety. Last year I was able to get beans, black garlic, berries and other things I'd actually use. When I went this year, there were very few actual produce sellers and more vendors of products or prepared food which I didn't love. Maybe I had gone on an off day but it prevented me from going back. Would love to see more produce vendors, and a wider variety of offerings. Additionally it would be nice if they rotated so it wasn't always the same thing every week. For myself personally, I shop at the beginning of the week so by Wednesday I was buying things that were "extras" rather than necessities for the week. Would love an early weekend morning. Additionally, the summer heat is absolutely brutal - I saw that the market was canceled several times this year due to weather and quite honestly I'm definitely not going to be walking downtown in 90° (hence having to drive). Spring would be nice but likely rainy, fall would be great

More produce and fresh fish

Would prefer it on Saturdays and running into the early afternoon if possible!

The community market would benefit the downtown businesses if it returned to Skin Alley. The market would also attract more people that were eating at restaurants and visiting Social Fox, if it were located downtown.

Why would you move the market to a park when you have a great downtown to use. It was a lot better when you had it in Skin Alley. You need to try and get everyone to the center of the local shops, restaurants, and entertainment not away from it.

The vendors were really lacking this season. Previous markets had a larger variety, including fresh baked bread, fresh seafood, flowers, etc. Wednesdays are also difficult to consistently make. Would Saturday or Sunday afternoons ever be possible?

Would love to see more vendors.

More fresh food vendors

Never enough variety of vendors. It's always the same people selling the exact same goods. The location has changed five times in five years. It's just not good. It never seems like it's put together well. Like as if this was a last minute decision to have a market that day.

I loved using the online market. It really made me happy to order and pick up everything. I am not yet ready to attend in person, but online ordering wasn't offered this season.

Not enough vendors. Need more fresh vegetables. Prepared food is expensive

Lillian Webb park was so much better location as well as atmosphere. Time of the event could be reconsidered.

I like the vendors you've had, but could use a few more. Some of the vendors there at the beginning of the season weren't there anymore by the end. I like having it mid-week. The market season was rather short; would like if it went a few more weeks.

I think when it became "order ahead" it lost a lot of appeal. I never heard if that changed.

Marketing needs to be better.

Please bring back the year round market! It was wonderful to order online and get fresh food from our neighbors!

As a working person, it was difficult for me to get to the market before it was winding down and I also missed a few weeks.

Skin Alley had a nice vibe and was more like an event. Go to Thrasher Park to shop for 10 minutes and leave. Need more vendors, community outreach, marketing. And better marketing. Need to collaborate with stakeholders. Broadstone and Brunswick should be huge draws but we're not marketing to them. Need a marketing plan. FB posts aren't enough, imho. I'm retired so not so concerned about which day and understand that it's complicated. I'd like Thursday evening better. It was moved to a weeknight so young families could attend but I don't see a lot of them. And then there's the rain. The market started too early this year. Not enough vendors and I think some people never returned. Need to reconsider what we'll sell. Was originally only organic or naturally grown within 200 mile radius. Consider expanding to attract more vendors. Vendors should also be required to market on their social media. I'd love to see a year round market but there doesn't seem to be the support.

It had a better feel in the Alley. We spent more money because we would eat or drink at the Fox or Mohitos

I went last year when it was on the street at 4pm. It was too hot so I didn't go back. I think it is now in the shade and under trees. I want to go back but not sure when they have it.

Very limited selection of Vendors. The market needs to understand why the vendors left

I have a terrible work schedule so Mondays and Tuesdays work best for me

Wednesdays are weird days for me, the one day I work late!!

longer seasonings

I used to live in Brookhaven and LOVED their weekly, rain or shine, market. Many vendors were the same but I loved how many items were available each week.

It needs to be more accessible to loading and unloading for vendors

A week day afternoon is not convenient. It was much better on Saturday mornings.

I love the food and produce vendors, but it would be great to have other types of small businesses represented that are not necessarily hand made items but that still add value to the market.

Prefer Saturday at LWP

More vegetable/farming options vs pre made vendor stuff. Better pricing (sorry, I want to support local but I can drive to Chamblee and get lettuce for less than \$6 or drive to Dekalb and get it for \$.79

I would like it open til 730 cuz I rush in traffic after work

We would like to see more vendors; we are happy with the ones that come.

The Saturday morning drive up market during Covid actually served me extremely well when I lived in Norcross. Now I'm 35 miles away and Wednesday evenings aren't convenient.

Think we should try Friday's; Wednesday's don't seem to be drawing the vendors.

Yes, I am a vendor. I would like to see a better location of accessibility for vendors and patrons.

If I miss it, it is because I work until 6 and things often close. Also, I would like to see more vendors.

If you did have this, I wasn't aware, but would love to utilize that feature as you provided during COVID

really enjoyed it when the farmers market was on Saturday mornings and up at Lilian Webb a few years ago

I liked the Farmers Market on Skin Alley not Thrasher Park

I liked the Indian spice vendor. I would also like to see food trucks on market day. The entertainment sets the mood. I prefer acoustic guitar and casual music.

Make it bigger

Since I work Wednesday evenings, I cannot attend. I preferred Saturday mornings

Would love if it started earlier

Parking is hard sometimes

I would like to see more local vendors who do handmade arts and crafts

More vendors

It is better suited to be in Thrasher Park as opposed to Skin Alley

Not enough vendors at all. I suspect due to low turnout that it doesn't pay for them to be there.

Catch 22, bc if more vendors, more visitors. Also, I think that maybe ppl are still at work, so a Sunday may be better.

Not enough actual food; more produce needed. Less non-food gift items

Consistency in vendors and more fruits and vegetables.

More food vendors and vendors in general, maybe some people that sel flowers? And less frequent, maybe once a month, or twice a month.

Really no issues

We like the current vendors but would love to see more fresh produce, meats, dairy, and egg options!

I wish it was on a Friday or Saturday morning

If it can't stand and the vender pay high to the person who managed and my city pay 40k so tell me way I need it?

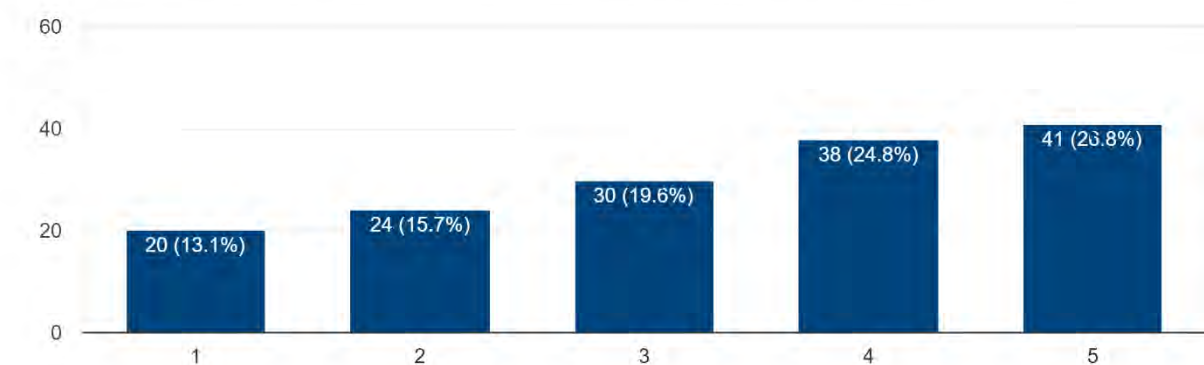
Bigger. It was better pre Covid

Limited vendors make it not worth the visit

I would love to see more vendors

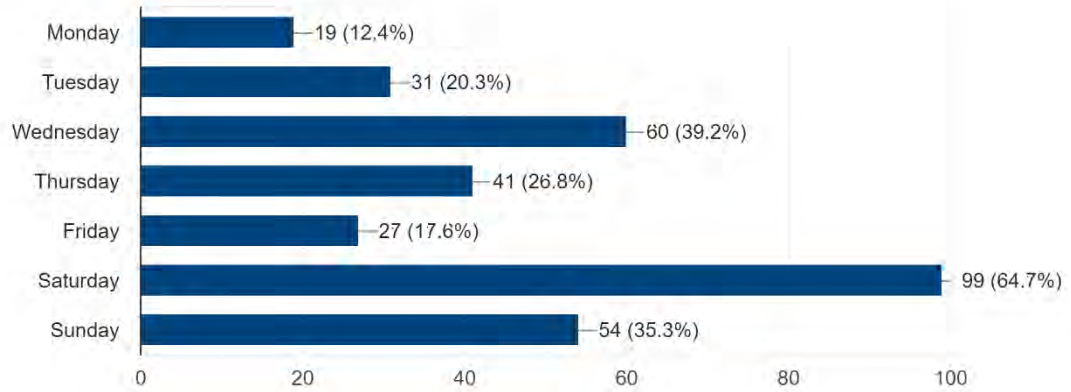
7. Are you satisfied with the current day/time of the market? (Wednesdays from 4-7 p.m.)

153 responses



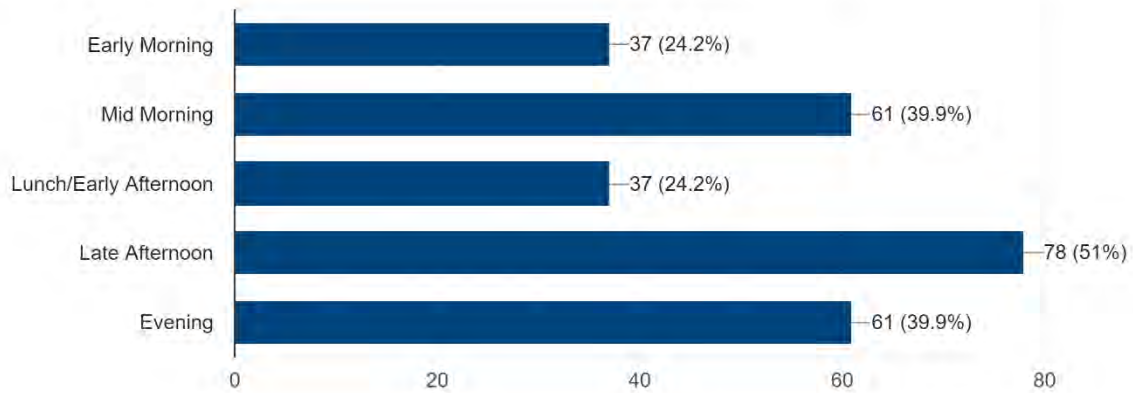
8. In general, what would be the best day of the week for you to attend the market? Select all that apply.

153 responses



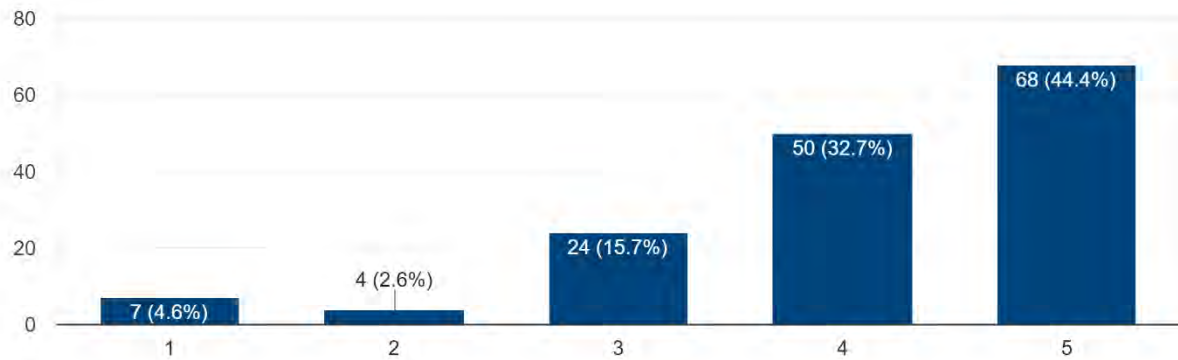
9. In general, what would be the best time of day for you to attend the market? Select all that apply.

153 responses



10. Are you satisfied with the current frequency of the market? (Weekly from May to August)

153 responses



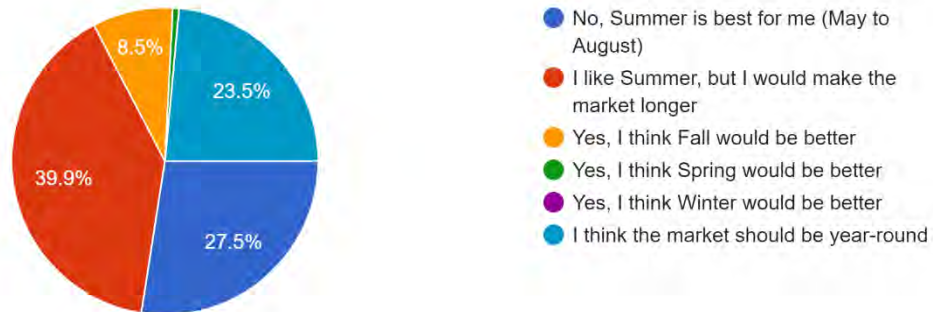
11. How often do you think the market should be held?

153 responses



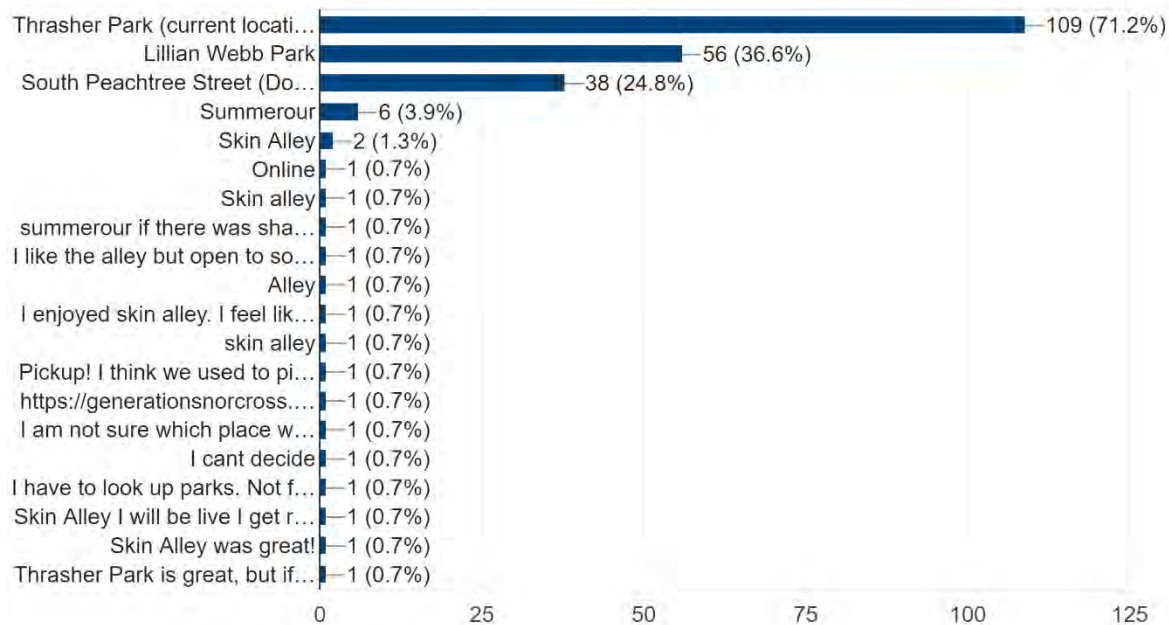
12. Would you change what time of year the market is held?

153 responses



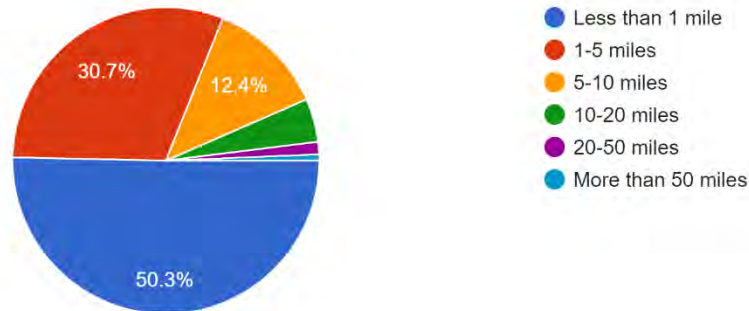
13. What location would be best to hold the market? Select all that apply.

153 responses



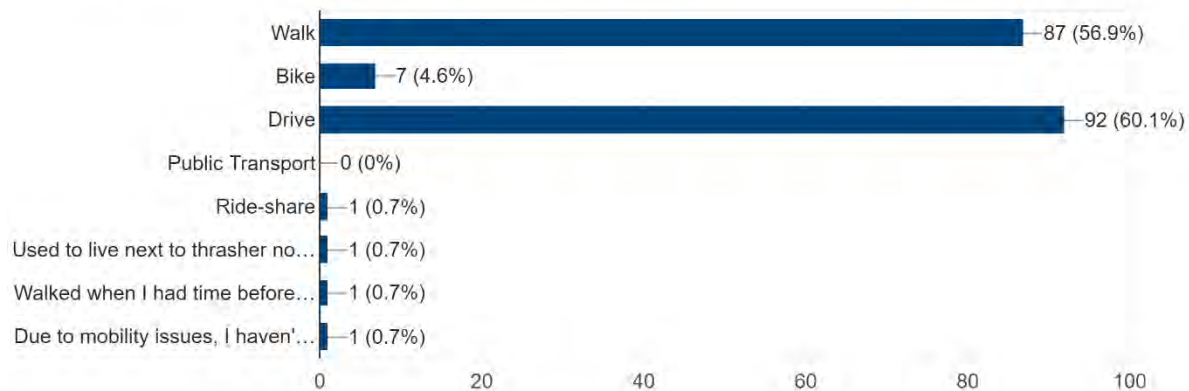
14. How many miles from the market do you live? (The market is held at Thrasher Park in Historic Downtown Norcross.)

153 responses



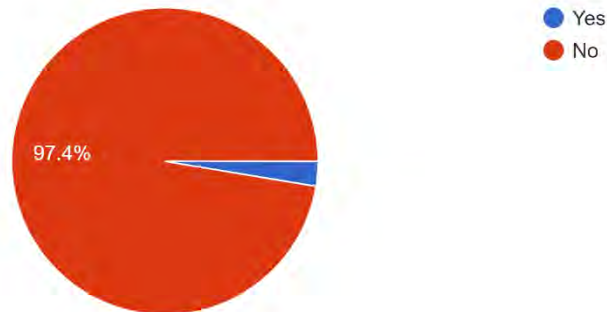
15. How do you get to the market? Select any that apply.

153 responses



16. Is your household a SNAP (food stamp) recipient?

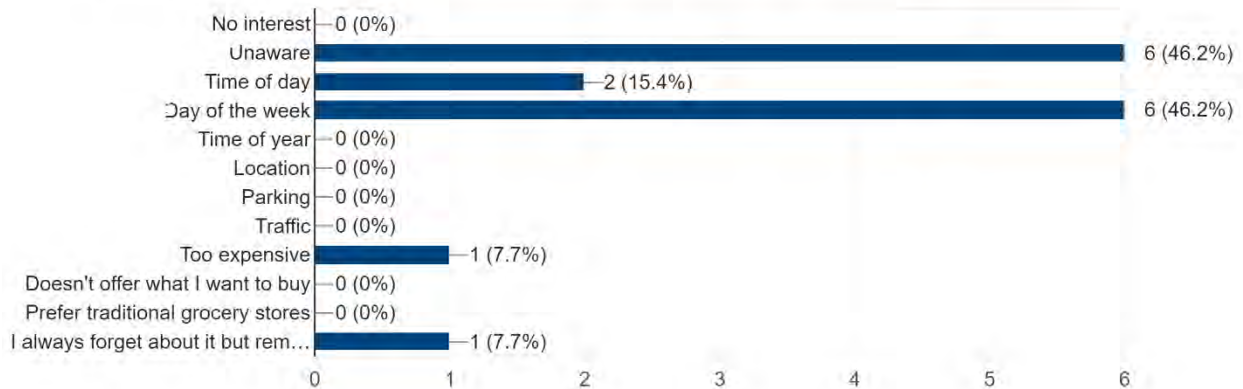
153 responses



No, I haven't been to the Market

3. What is the reason that you have not attended the market? Select all that apply.

13 responses



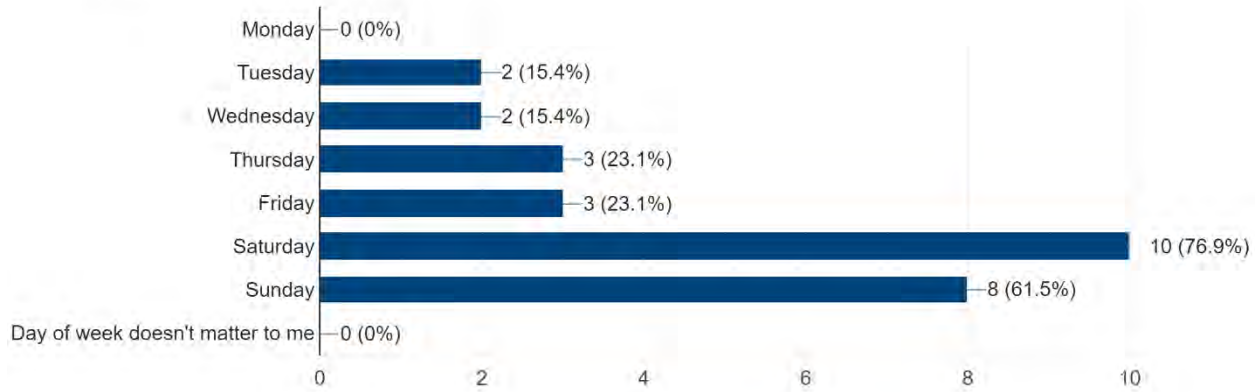
If you answered "No Interest," is there anything that might make the market more interesting to you? 2 responses

I am interested but it closes before I can make it to shop.

Baked goods

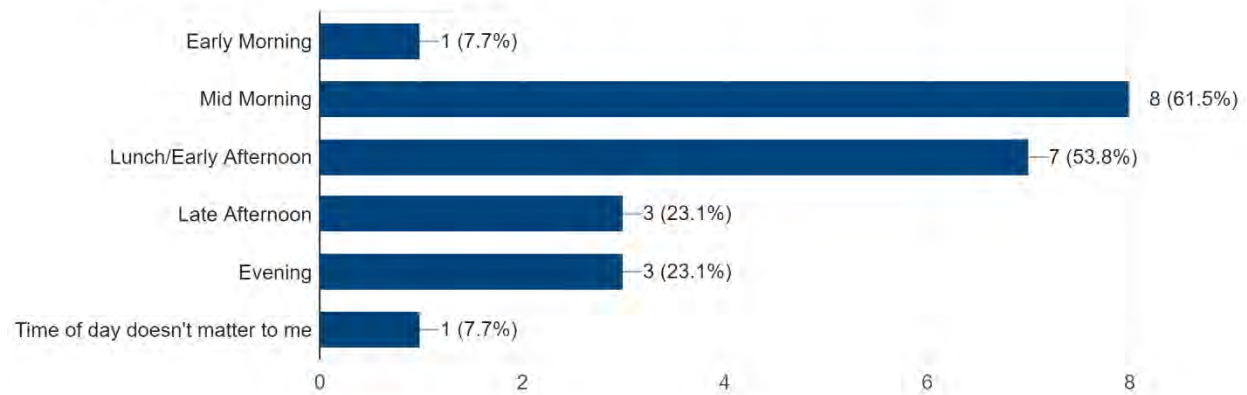
4. In general, what would be the best day of the week for you to attend the market? Select all that apply.

13 responses



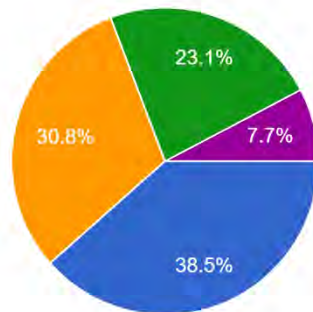
5. In general, what would be the best time of day for you to attend the market? Select all that apply.

13 responses



6. How often do you think the market should be held?

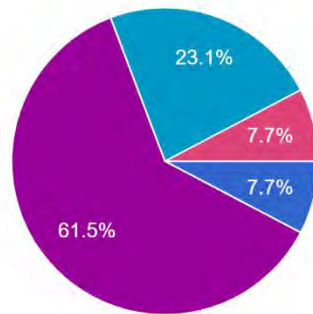
13 responses



- Weekly
- Every Other Week
- Once a Month
- Frequency doesn't matter to me
- Whatever is most beneficial to the sellers

7. What time of year would be best to hold the market?

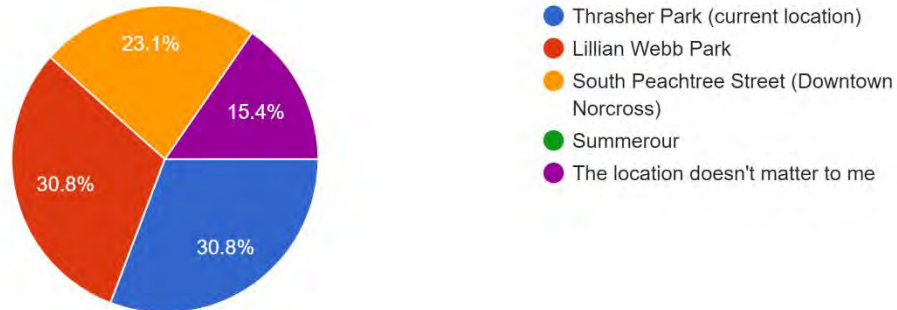
13 responses



- Spring
- Summer
- Fall
- Winter
- Year-round
- Time of year doesn't matter to me
- Whatever is most beneficial to the sellers

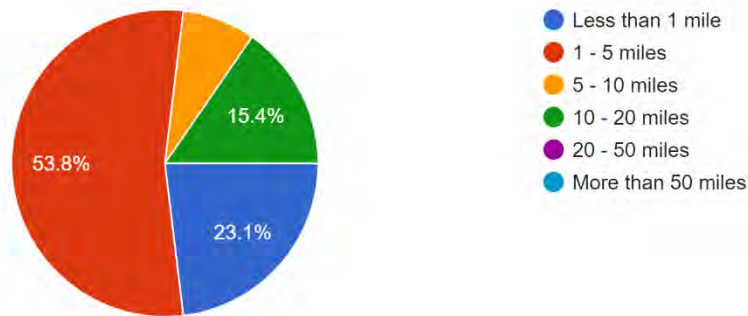
8. What location would be best to hold the market?

13 responses



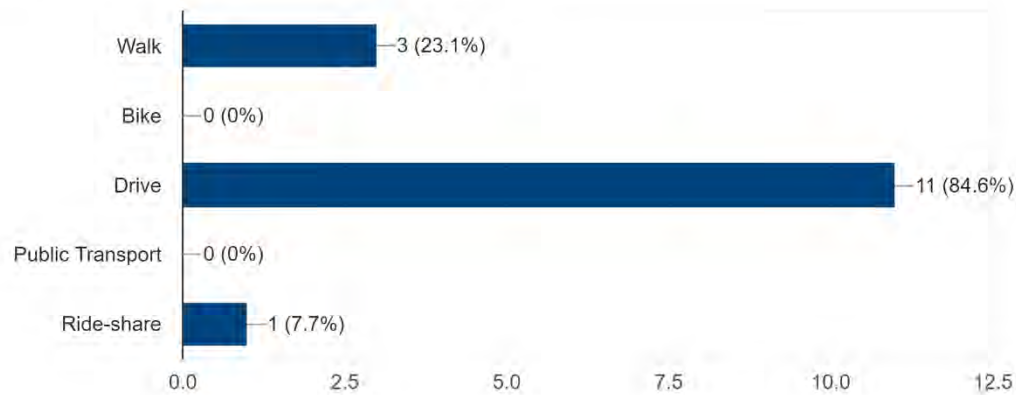
9. How many miles from the market do you live? (The market is currently held at Thrasher Park in Historic Downtown Norcross.)

13 responses



10. How would you get to the market if you attended? Select any that apply.

13 responses



11. Is your household a SNAP (food stamp) recipient?

13 responses



Is there anything else that you'd like to tell us? 75 responses

I love the effort put into this, but seems it pails in comparison to other cities. We need more product options, beverage options, etc. I don't buy sweets or fried food which is usually 1/3 of the vendors there. Would be nice to see more options from local farmers and more seasonal items. I would like to say thank you for allowing us to have a market in the area it truly helps those that want to buy local and to feel comfortable with what we are buying for our families.

Thanks for your hard work to make a thriving market!

The last two years the market has had much less to offer, moved to inconvenient day and time and eliminated online market. Previously I attended and/or purchased online. This year I did not attend a single market. Unless significant changes are made in time and vendors, I will not attend next year.

Let's keep the market active

I love we there was local talent. Alpharetta has such a great market because there is music and art on the weekends (sat morning). Maybe Wednesday evenings could be local farms produce year round and Saturday could more diverse.

Enjoy the market, and I wish you success

Overall Publix offers better quality goods The peaches and pecan were the only consistent high quality items offered

I looked online one time. Prices were expensive and range of products was narrow. So I was discouraged from coming back.

I love having a market nearby but it seems to have shrunk over the last few years esp after COVID The selection of vendors was very poor at beginning of the year; stopped after a while because not much worth shopping for. Frankly, I don't think Norcross is a viable location for a market.

I love having the market in our town. It's part of what makes Norcross so special!

y'all are doing great! keep up the effort and good work of bringing inclusion and diversity to Norcross.

I appreciate the volunteers and the vendors, and I enjoy the food I buy. I would like for the market to extend into the fall.

I wish we could get more quality vendors with more variety of goods

I really enjoy the market and try to attend every week.

No

Need more variety and options at a wide range of price points

Please change the location of the market.

My main reason for going to the community market would be to support the local sellers so i defer to what they think would be best for them.

I loved the egg lady in the past! Couldn't find anyone selling them this year. Gave up after 2 visits.. not enough produce or baked goods.

It might be cool to combine arts/crafts with the food vendors for added interest and variety.

It seems like it should be bigger

We need more vendors , local ones for sustainability

Get more vendors!

Focus on QUALITY produce and fresh flowers, skip the trinkets . Source the farmers instead of taking in any and every application

I love the market just wish that we'd reach out to more vendors not the bougie boutiques that will sell you a bottle of juice for \$8.

Nancy is a great market manager

I would love to see it move toward a true farmer's market, where the stalls all sell fresh fruits and veggies, or have designated days that are just produce.

I like it! Please leave it at thrasher park. Consider more vendors and more often

See previos open form question

WE have a home in northern CA where farmers markets are a weekly thing. This is similar but more produce options and meats. Out there fish and seafood is very popular.

I feel so grateful to live walking distance to a community market! It's a staple in the community and I hope the feedback you receive takes it to the next level. Thank you for all you do!

Reach out to more vendors,

Just shut it down already. It's embarrassing.

I enjoyed Saturday morning at Lillian Webb park better. It's more relaxed and less hot. It is hard to make it current schedule since I work regular hour during weekdays and it's too hot outside during summer. I hope better ideas make this event better in the future and looking forward to it.

I love the recycling collection that is part of the market. I often brought in old shoes, empty personal care containers, and sealed plastic cutlery to drop off for recycling/reuse this summer.

Kids activities, craftsman/women, live performances would enhance the atmosphere

Please bring in more vegetable/fruit vendors and more vendors in different price ranges. Recently it has all been prepackaged food/sauces that are very overpriced. I loved the offerings when the market was in Lillian Webb and on Skin Alley! It seemed to be lacking this year and too expensive. Many churches have activities on Wednesday evenings. Other evenings or Saturday mornings would be better. I'd like to see more vegetable vendors at the market.

Need more produce vendors

I think that COVID & being kicked out of Skin Alley set the market back a few years. Not sure how to engage the east side of Norcross. We used to partner with local organizations and have weekly themes to draw more people. More vendors, more variety, better community engagement and strategic marketing are a good start.

If you have vendors selling food that could be for dinner like tamales, it would be nice to have seating

I'm retired so I'm flexible. Early morning is cooler.

I loved the pick up option

I REALLY enjoyed ordered online, that was so convenient for me!!!

Has NCM considered partnering with the church? <https://generationsnorcross.com/>

Please keep up the great work! You are doing an awesome job, i just wish i could attend more regularly.

Keep up the great work! Market to diverse vendors.

Thank U for the survey

A couple of times the market was cancelled for weather. There is limited notice of this and we have arrived to find nothing there and no understanding why. At least put up a notice if you cancel and why.

I miss the market a lot.

Let's keep trying; love the market. But, know we need changes to draw more quality vendors and buyers. Maybe we try fall and/or - 1x a month to create demand! Open to ideas. Thanks for all your efforts.

No, thank you. Mrs. M's Home Made Baked Good's

Adding to the previous remark, I also miss the email reminder for ordering (this is why I think it's not available). It was good to be able to preshop due to not being able to do so with my children. no

I love the preorder feature, but would like extended pick up times.

Please keep it

Ordering online and picking up through a drive-thru would be a really nice feature to keep.

We would like to see more diverse vendors to accommodate the many cultures and ethnicities that live in Norcross.

Keep up the excellent work

Incentivize vendors initially by not charging them a booth rental fee the 3rd time they go. Or something similar. Incentivize visitors with a drawing for a food choice of any vendor with any purchase.

Not enough vendors to make it worthwhile.

Bigger with more prepared food choices for dinner options

More vendors with food

Would prefer vendors that offer local/seasonal produce over pre-made item vendors

We miss having the order ahead option and I think this might make it more sustainable for some of the fresh produce vendors to come. We would be able to better plan our weekly groceries if I knew which vendors would be present at the farmers market and generally what items they would have. This would make me utilize the market much more!

More marketing - I love farmers markets and had not a clue. <http://divafoodies.com/farmers-markets-local-food-festivals/>

Need more updates on new restaurants and shop openings.

Would like to see fresh produce be the focus

I think local markets are great. I have a hard time getting to them before they close. Also, I am unsure of which vendors are there.

A Friday evening or Sat/Sun morning would be perfect. Loved when it was in skin alley.

This survey didn't represent the truth and who doesn't want to have it as it is.

I love the idea of the market but the few times I went, the vendor options was too limited. I would rather it be hosted less often with more vendors to choose from.

I enjoy the market and the opportunity to meet and support local entrepreneurs and farms



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6643	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	IGA with Visitors Bureau		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - GCVB IGA](#)
2. [Proposed Intergovernmental Agreement \(IGA\)](#)

Title
IGA with Visitors Bureau

Drafter
Paul Hanebuth



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: January 17, 2023 – Policy Work Session

Item No.: 23-6643

Title: Update to IGA with Gwinnett Convention and Visitors' Bureau

CC: Eric Johnson, City Manager

Recommendation: Approve an updated intergovernmental agreement with the Gwinnett Convention and Visitors' Bureau (GCVB) to serve as the city's "destination marketing organization (DMO)".

Background: The City of Norcross levies a 7% Hotel/Motel tax as authorized by O.C.G.A. § 48-13-51. This authorization specifies that levying jurisdictions must designate a DMO to use 2/7 of this tax for "promoting tourism, conventions, and tradeshow" and a further 2/7 for "tourism product development." The GCVB has been so designated since 2009; however, there have been updates and clarifications to the governing statute since the last agreement was executed in 2014. It is therefore advisable to update the agreement to ensure compliance with current state law.

Financial Impact: None; the updated agreement does not change the financial obligations of the City.

Consistent with Comprehensive Plan? Yes, specifically goals 4 (Maintain a vibrant economy and continue to facilitate job growth) and 6 (Further the City's tradition of strong leadership and high level of quality services).

Next Steps

Attachments: Proposed Intergovernmental Agreement (IGA)

Update

STATE OF GEORGIA
COUNTY OF GWINNETT

**AGREEMENT FOR PROMOTION OF TOURISM,
CONVENTIONS AND TRADE SHOWS**

This Agreement for the Promotion of Tourism, Conventions and Trade Shows (this "Agreement"), made and entered into this _____ day of _____, 2023, by and between the City of Norcross, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia (the "City"), and the Gwinnett Convention & Visitors Bureau, Inc., dba Explore Gwinnett, a non-profit corporation organized and existing under the laws of the State of Georgia (the "GCVB").

WITNESSETH:

WHEREAS, the City is authorized by O.C.G.A. § 48-13-51 to levy a tax on public rooms, lodgings and/or accommodations for the promotion of tourism, conventions and trade shows;

WHEREAS, the GCVB is responsible for promoting tourism, conventions and trade shows within Gwinnett County, Georgia and specifically encouraging tourism, conventions and trade shows through advertising, marketing, promotion, group sales bookings, event development and other promotional activities within said jurisdiction;

WHEREAS, the City currently collects an excise tax on rooms, lodgings and accommodations within its municipal limits (the "Hotel/Motel Tax");

WHEREAS, the City and the GCVB entered into an Agreement for Promotion of Tourism, Conventions and Trade Shows on September 14, 2009 and a subsequent agreement on May 7, 2012;

WHEREAS, the City desires to remit a portion of the Hotel/Motel Tax collected by it to the GCVB in support of the GCVB's efforts in promoting tourism, conventions and trade shows within Gwinnett County, and, specifically, within the City;

WHEREAS, the City desires to utilize a portion of the Hotel/Motel Tax for advertising, marketing, and promotional efforts specific to the City of Norcross and the City's Welcome Center;

WHEREAS, the City desires to designate the GCVB as its designated marketing organization for these advertising, marketing, and promotional efforts within the City of Norcross;

WHEREAS, the City desires to accommodate the public interest by insuring that the funds collected by the City and remitted to the GCVB in accordance herewith are used for legitimate public purposes in the promotion of tourism, conventions and trade

shows as provided by law entering into this new Agreement for Promotion of Tourism, Conventions and Trade Shows with the GCVB retroactive to September 1, 2023;

NOW THEREFORE, in consideration of the mutual covenants contained herein and the performance of the services for the promotion of tourism, conventions and trade shows by the GCVB, the sufficiency of which both parties acknowledge and agree is sufficient, the City and the GCVB agree to the terms as set forth below:

1.

The City designates the GCVB as its "destination marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1), for the purpose of encouraging travelers to visit the City, to encourage meetings, events, and visitation in the City, and to provide visitor assistance and support as needed.

2.

The City, pursuant to O.C.G.A. § 48-13-51 (b), levied a Hotel/Motel Tax at a rate of 7% which became effective on or about September 1, 2009. Pursuant to Georgia law and the local enabling ordinances the funds collected pursuant to the Hotel/Motel Tax shall be segregated within the books and records of the City and an amount equal to 4/7ths (or 57.14% of the total) of said tax shall be contributed to the GCVB.

3.

The GCVB shall expend 2/7ths (28.57%) of the total tax collected for "promoting tourism, conventions, and trade shows" (as that term is defined by O.C.G.A. § 48-13-50.2 (3)). From this portion of tax funds remitted to the GCVB, the GCVB shall fund grants enabling and promoting Special Events that bring visitors to the City.

4.

The GCVB shall set aside an additional 2/7ths (28.57%) of the total tax collected for tourism product development, as that term is defined by O.C.G.A. § 48-13-50.2 (6), specifically including advertising and marketing special events and Welcome Center operations within the City of Norcross.

5.

The GCVB agrees to perform services in accordance with O.C.G.A. § 48-13-51 as the City's private sector non-profit organization, as that term is defined in O.C.G.A. § 48-13-50.2(3) for promoting tourism, conventions and trade shows and

shall represent all City hotels/motels in the same manner as it represents other hotel/motel tax contributing Gwinnett County hotels/motels. Further, the GCVB shall (a) market and promote all City hotels/motels as overnight destinations for both group and individual travelers, (b) include all City hotels/motels in GCVB publications, website(s) and marketing projects, as applicable, and (c) perform normal and customary bureau services to all City hotels/motels and attendant groups.

6.

Upon the City's request, and in accordance with state law, the GCVB agrees to make its books and records available to the City for audit.

7.

The term of this Agreement shall begin on September 1, 2022 and shall terminate absolutely and without further obligation on August 31, 2023; provided, however, that this Agreement shall automatically be renewed on an annual basis beginning September 1, 2023 for a one year term and renewing automatically on September 1 of each succeeding year unless either party hereto provides the other with written notice of its intent to terminate this Agreement on or before June 1 of the then-current term. If notice of intent to terminate is given on or before June 1, of the then-current term, then this Agreement shall terminate absolutely and without further obligation on August 31 of the term in which such notice was given. The total obligation of the City for each calendar year of execution shall be as set forth in paragraph 1 above for the initial term of this Agreement and for each succeeding one-year term. Title to any supplies, materials, equipment, or other personal property acquired or purchased by the GCVB pursuant to this Agreement shall remain the property of the GCBV until fully paid for by the City.

8.

The GCVB agrees to administer the funds provided to it hereunder in a manner consistent with the authority granted to the City under O.C.G.A. § 48-13-51.

9.

The City and the GCVB agree to terminate absolutely and without further obligation the prior Agreement between them dated May 5, 2014 in its entirety, and to substitute this Agreement in lieu thereof effective retroactively to September 1, 2022.

10.

This Agreement constitutes the entire understanding between the City and the

GCVB as to the matters referred to herein and may be modified only by written instrument duly executed by the parties hereto.

11.

This Agreement shall be governed by the laws of the State of Georgia.

12.

Time is of the essence in this Agreement.

13.

It is understood and agreed that the GCVB is engaged to perform services under this Agreement as an independent contractor and not as an agent of the City. The GCVB agrees to indemnify and save harmless the City against all claims for bodily injury, death or damages to persons or property by reason of its negligence or misconduct relating to its performance of this Agreement including, but not limited to, attorney's fees and court costs incurred by the City.

14.

This Agreement may not be assigned by the GCVB without the express written consent of the City.

15.

The GCVB shall comply with all applicable laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon the GCVB with respect to the terms of this Agreement and/or the matters set forth herein.

16.

All notices and communications provided for under this Agreement shall be in writing sent by regular mail to the following addresses:

To the City:
Mayor, City of Norcross 65 Lawrenceville Street,
Norcross GA 30071

To the GCVB:
Lisa Anders, Executive Director
Gwinnett Convention & Visitors Bureau, Inc.
6500 Sugarloaf Parkway, Suite 200
Duluth, Georgia 30097

17.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[Signatures Commence on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove set forth.

CITY OF NORCROSS

By:

Its:

Attest:

By:

GWINNETT CONVENTION & VISITORS
BUREAU, INC.

By:

Its:

Attest:

By:



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
 COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6644	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	Update to Ordinance Governing Distribution of Hotel/Motel Taxes		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - HMT Ordinance](#)
2. [Proposed Ordinance Amendment](#)
3. [Sec. 16-296. Imposition and Rate of Tax](#)

Title

Update to Ordinance Governing Distribution of Hotel/Motel Taxes

Drafter

Paul Hanebuth



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: January 17, 2023 – Policy Work Session

Item No.: 23- 6644

Title: Update to ordinance governing distribution of Hotel/Motel taxes

CC: Eric Johnson, City Manager

Recommendation: Approve an update to the city ordinance governing distribution of Hotel/Motel taxes.

Background: The City of Norcross levies a 7% Hotel/Motel tax as authorized by O.C.G.A. § 48-13-51. There have been updates and clarifications to the state code since the last update to the related city ordinance in 2014. It is therefore advisable to update the ordinance to ensure compliance with current state law.

Financial Impact: None; the updated ordinance does not change the financial obligations of the City.

Consistent with Comprehensive Plan? Yes, specifically goals 4 (Maintain a vibrant economy and continue to facilitate job growth) and 6 (Further the City's tradition of strong leadership and high level of quality services).

Next Steps

Attachments: Proposed ordinance amendment
Sec. 16-296. Imposition and Rate of Tax

ORDINANCE NO. ____ -2023

**AN AMENDMENT TO THE CITY CODE OF ORDINANCES, ARTICLE X OF
CHAPTER 16 ENTITLED "HOTEL AND MOTEL OCCUPANCY TAXES"
TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES AS STATED HEREIN:**

WHEREAS, the City Council finds that the adoption of a new and revised Hotel and Motel Occupancy Taxes Ordinance is in the best interest of the City of Norcross to protect the health, safety, and welfare of its residents, visitors, and workers.

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordain that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

I. AMENDMENT.

Article X, entitled "Hotel and Motel Occupancy Taxes" of Chapter 16 of the Code of Ordinances of the City of Norcross entitled "Finance and Taxation" is hereby amended as follows:

- A. By deleting Subsection (c) of Section 16-296 of Article X, Chapter 16 and to replace such subsection with the italicized provisions to read as follows:

Sec. 16-296. Imposition and rate of tax.

.

(c) Allocation of tax.

- (1) Three-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall be allocated to the City General Fund to be used for marketing purposes to benefit the City and its citizens.
- (2) ~~Four-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall fund "tourism product development" of which not less than two-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall be expended for the promotion of tourism, conventions, and trade shows through funding a contract to be subsequently negotiated between the City and the Gwinnett Convention and Visitor's Bureau as the City's "designated marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1). The remaining four-sevenths of the total taxes collected shall be allocated accordingly: two-sevenths of the total taxes collected shall be used to fund "tourism product development" within the City, as the phrase is defined in O.C.G.A. § 48-13-50.2(6); two-sevenths of the total taxes collected shall be used for "promoting tourism, conventions, and trade shows" as the phrase is defined in O.C.G.A. § 48-13-50.2 (6).~~

- (d) *Contract with the Gwinnett Convention and Visitors Bureau.* The Mayor and Council of the City hereby direct the City Manager to negotiate and prepare a contract between the City and the Gwinnett Convention and Visitor's Bureau as the City's "designated marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1). Staff shall present such negotiated contract to the mayor and council may vote on whether to enter into such contract prior to September 1, 2009.

II. SEVERABILITY.

In the event that any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjunction shall in manner affect the other sections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause, or phrase so declared or adjudged invalid or unconstitutional were not originally part thereof.

III. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

IV. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2023.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk

Sec. 16-295. Definitions.

The following words, terms and phrases are for the purpose of this article and except where the context clearly indicates a different meaning, defined as follows:

General Government Administration Department Head means the General Government Administration Department Head of the city.

Guestroom means a room occupied, or intended, arranged or designed for occupancy by one or more occupants.

Hotel means any structure or any portion of a structure, including any lodginghouse, roominghouse, dormitory, Turkish bath, bachelor hotel, studio hotel, hotel, motel, auto court, inn, public club or private club, containing guestrooms and which is occupied, or is intended or designed for occupancy, by guests, whether rent is paid in money, goods, labor or otherwise. It does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention or other buildings in which human beings are housed or detained under legal restraint.

Occupancy means the use or possession, or the right to use or possession, of any room or apartment in a hotel or the right to use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room.

Occupant means any person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise. However, the term occupant shall not include state or local government officials or employees when traveling on official business, and who occupy rooms in any hotel as defined in this chapter for a period of one or more days.

Operator means any person operating a hotel in the city, including, but not limited to, the owner or proprietor of these premises, lessee, sublessees, mortgagee in possession, licensee or any other person otherwise operating that hotel.

Permanent resident means any occupant as of a given date who has or shall have occupied, or has or shall have the right of occupancy, of any guestroom in a hotel for at least ten consecutive days next preceding that date.

Person means an individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or other group or combination acting as a unit excepting the United States of America, the state, and any political subdivision of either thereof upon which the city is without power to impose the tax herein provided.

Quarterly period means the quarter of any year as follows: The first quarter being composed of the months of January, February and March; the second quarter being the months of April, May and June; the third quarter being the months of July, August and September, and the fourth quarter being the months of October, November and December.

Rent means the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant, without any deduction therefrom.

Return means any return filed or required to be filed as herein provided.

Tax means the tax imposed by this article.

(Code 1998, § 38-351; Ord. No. 04-99, 3-1-1999)

Sec. 16-296. Imposition and rate of tax.

- (a) *[Tax rate.]* There is hereby levied and assessed, and there shall be paid a tax of seven percent of the rent for every occupancy of a guestroom in a hotel in the city. Excluded are rooms furnished for more than 30 consecutive days and meeting rooms. The tax shall be paid upon any occupancy, whether this occupancy is had pursuant to a contract, lease or other arrangement. Where rent is paid, or charged or billed, or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax, and this payment, bill, charge, or rent due shall be apportioned on the basis of the ratio of the number of days covered thereby. Where any tax has been paid therefor, the General Government Administration Department head may, by regulation, provide for credit or refund of the amount of that tax upon application therefor as provided in section 16-301.
- (b) *Effective date.* Pursuant to O.C.G.A. § 48-13-51(g)(1), the increase in the tax rate shall become effective on the first day of September, 2009, the first day of the second month following the passage of Ordinance No. 15-2009.
- (c) *Allocation of tax.*
- (1) Three-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall be allocated to the City General Fund to be used for marketing purposes to benefit the City and its citizens.
 - (2) ~~The remaining four-sevenths of the total taxes collected shall be allocated accordingly: two-sevenths of the total taxes collected shall be used to fund "tourism product development" within the City, as the phrase is defined in O.C.G.A. § 48-13-50.2(6); two-sevenths of the total taxes collected shall be used for "promoting tourism, conventions, and trade shows" as the phrase is defined in O.C.G.A. § 48-13-50.2(6). Four-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall fund "tourism product development" of which not less than two-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall be expended for the promotion of tourism, conventions, and trade shows through funding a contract to be subsequently negotiated between the City and the Gwinnett Convention and Visitor's Bureau as the City's "designated marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1).~~
- (d) *Contract with the Gwinnett Convention and Visitors Bureau.* The Mayor and Council of the City hereby direct the City Manager to negotiate and prepare a contract between the City and the Gwinnett Convention and Visitor's Bureau as the City's "designated marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1). Staff shall present such negotiated contract to the mayor and council may vote on whether to enter into such contract prior to September 1, 2009.

(Code 1998, § 38-352; Ord. No. 04-99, 3-1-1999; Ord. No. 15-2009, pts. II—V, 9-14-2009; Ord. No. 15-2012, 6-4-2012)

Sec. 16-297. Persons liable for tax; extinguishment of liability.

Every person occupying a guestroom in a hotel in this city is liable for the tax. His liability is not extinguished until the tax has been paid to the city except that a receipt from an operator maintaining a place of business in this city or from an operator who is authorized by the General Government Administration Department Head, under such rules and regulations as she may prescribe, to collect the tax and who is, for the purposes of this article, regarded as an operator maintaining a place of business in this city, which receipt is given to the occupant pursuant to section 16-298 hereof, is sufficient to relieve the occupant from further liability for the tax to which the receipt refers.

(Code 1998, § 38-353; Ord. No. 04-99, 3-1-1999)

Sec. 16-298. Collection of tax by operator; receipt of occupant; rules for collections schedules.

Every operator maintaining a place of business in the city as provided in section 16-297, and renting guestrooms in the city, not exempted under section 16-300 shall, at the time of collecting the rent from the occupant, and on demand shall give the occupant a receipt therefor. In all cases of transactions upon credit or deferred payment, the payment of tax to the operator shall be liable therefor at the time and to the extent that these credits are incurred in accordance with the rate of tax owing on the amount thereof. The General Government Administration Department Head shall have the power to adopt rules and regulations prescribing methods and schedules for the collection and payment of tax.

(Code 1998, § 38-354; Ord. No. 04-99, 3-1-1999)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6645	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	Funding for Spring 2023 GICH Retreat		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Funding for Spring 2023 GICH Retreat](#)
2. [Fall 2023 GICH Retreat Registration](#)
3. [Fall 2023 GICH Retreat Hotel Receipt](#)
4. [GICH Alumni Certification Overview](#)

Title
Funding for Spring 2023 GICH Retreat

Drafter
William Corbin



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: William Corbin, Economic Development Director

Meeting Date: January 17, 2023 – Policy Work Session

Item No.: 23-6645

Title: Funding for Spring 2023 GICH Retreat

CC: Eric Johnson, City Manager

Recommendation

Allocate funding for up to two community volunteers from the City of Norcross's Georgia Initiative for Community Housing Team (GICH) to attend the Spring 2023 GICH Retreat.

Background

The Initiative, managed by the University of Georgia, is a three-year program of collaboration and technical assistance related to housing and community development. The objective of the program is to help communities create and launch a locally-based plan to meet their housing needs.

The City of Norcross graduated from the Georgia Initiative for Community Housing program and it is considered an Alumni Community. There are 8 individuals on the Norcross GICH Team, including two city staff members. The remaining individuals are volunteers from the local community.

The program hosts two retreats per year – one in the spring and one in the fall.

Evidence of attendance at retreats as well as displaying team engagement/continuity is a prerequisite that GICH Alumni Communities must demonstrate in order to remain eligible to help proposed affordable housing developments in the City of Norcross win tax credit funding:

- The GICH program is connected to the Low Income Housing Tax Credit (LIHTC) competitive application process, which is administered by the Georgia Department of Community Affairs (DCA).

As part of this process, the City of Norcross – via Mayor & Council – has the privilege of giving additional points to a proposed affordable housing development within the city limits that is vying for LIHTC development funding through DCA.

Financial Impact*

*figures based on two attendees; moving forward, staff will include these expenditures through the annual budgeting process for each fiscal year.

Total Financial Impact is approximately \$1,100:

- \$150 event registration
- \$950 hotel (2 nights)

Consistent with Comprehensive Plan?

Yes.

Sustainability & Quality of Life – Housing & Neighborhood Stabilization

Next Steps

None.

Attachments

Fall 2023 GICH Retreat Registration
Fall 2023 GICH Retreat Hotel Receipt
GICH Alumni Certification Overview

Update

Not Applicable

William Corbin**Subject:**

FW: Order Confirmation (#1033352)

You have received this email from Jermaine.Durham@uga.edu in response to your Order.

Order Receipt

Thank you for shopping at The University of Georgia.

Order:1033352
 Store:GICH Retreat Registration
 Date/Time:September 29, 2022 10:11:29 AM EDT
 Total:\$75.00

Billed To:

William Corbin
 65 Lawrenceville Street
 Norcross, GA
 30071
 United States

Contact Email:

william.corbin@norcrossga.net

Payment Information:

Payment Type:Credit Card
 Credit Card Number:xxxxxxxxxxxx2784
 Reference Number:V20220929000091
 Card Type:Visa
 *** Card Not Present ***

Shipping Information:

Shipping Information:1028625
 Delivery Method:Registration

Item	Quantity	Unit Price	Detail Total
GICH Retreat Registration	1	\$75.00	\$75.00

First Name: William

Last Name: Corbin

Job Title: Economic Development
 Director

Email Address:

william.corbin@norcrossga.net

Attachment: Fall 2023 GICH Retreat Registration (23-6645 : Funding for Spring 2023 GICH Retreat)

William Corbin

Subject: FW: Reservation Confirmation #75281488 for SpringHill Suites Tifton

From: SpringHill Suites By Marriott Reservations <reservations@res-marriott.com>

Sent: Thursday, September 29, 2022 9:29 AM

To: William Corbin <William.Corbin@norcrossga.net>

Subject: Reservation Confirmation #75281488 for SpringHill Suites Tifton



SpringHill Suites Tifton

📍 401 Boo Drive Tifton Georgia 31793 USA

☎ +1-229-520-5135

Thank you for booking with us, William Corbin.

Tue, Oct 25, 2022 – Thu, Oct 27, 2022

Confirmation Number: 75281488



Check-In: Tuesday, October 25, 2022 03:00 PM

Check-Out: Thursday, October 27, 2022 12:00 PM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method Credit Card Guarantee, Visa

Total for Stay (all rooms) 473.45 USD

Attachment: Fall 2023 GICH Retreat Hotel Receipt (23-6645 : Funding for Spring 2023 GICH Retreat)



GICH 2023 Alumni Certification

A P P L I C A T I O N

SUMMARY

The purpose of the GICH Alumni Certification is to ensure that alumni of the Georgia Initiative for Community Housing (GICH) continue to work toward addressing affordable housing issues within their communities by utilizing the Housing Plan document developed while participating in the three-year program.

The GICH Alumni Certification is valid for two years. GICH teams must submit a certification application every two years if they wish to remain eligible for the competitive advantage afforded to GICH communities on Low Income Housing Tax Credit (LIHTC), Community Development Block Grant (CDBG), and Community HOME Investment Program (CHIP) applications from the Georgia Department of Community Affairs (DCA).

Upon graduating from the GICH program, GICH communities will automatically receive a certified alumni designation and will only need to seek recertification two full years after their graduations. For example, alumni communities that graduated in 2022 are not required to submit a certification application until 2025; The remainder of 2022 is still part of their junior year.

CRITERIA

There are five criteria that communities must meet to be certified as alumni:

1. GICH Team Continuity
2. Retreat Attendance
3. Continuing Education
4. Annual Performance
5. Housing Plan

SUBMISSION

The 2022 GICH Alumni Certification Application must be submitted by email to GICH@dca.ga.gov no later than **March 31, 2023 at 5:00 p.m.** to ensure adequate time for staff to review applications. Additional submission instructions can be found on *page 6* of this packet. All Alumni Certification applications will be reviewed and determinations on alumni status will be made by April 7, 2023.

Any applications received after the designated date and time will not be considered for certification. All successfully submitted applications will receive a confirmation of receipt email. The GICH Alumni Certification Application Manual is available to assist GICH teams in successfully completing the certification process.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6646	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	Parking Study Update		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Parking Study Update](#)
2. [Summary - Norcross Parking Study](#)
3. [Parking Implementation Program](#)
4. [Downtown Norcross Parking Study March 2019](#)

Title
Parking Study Update

Drafter
William Corbin



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: William Corbin, Economic Development Director

Meeting Date: January 17, 2023 – Policy Work Session

Item No.: 23-6646

Title: Parking Study Update

CC: Eric Johnson, City Manager

Recommendation

Discuss options and decide/confirm guidance on how city staff should move forward with next steps on the issue of downtown parking.

Background

As part of due diligence efforts regarding the subject of downtown parking, city staff conducted a review of the most recent parking study (2019) and met with representatives from Stantec and Sizemore Group, the consulting firms that authored the study.

Upon further examination of the topic, city staff believes there are two separate directions Mayor & Council could move in at this time:

1. **A refresh of the 2019 parking study, inclusive of:**
 - a. Collecting, analyzing and presenting updated actual data on parking use throughout the downtown district.
 - b. Interviews of stakeholder and elected officials
 - c. Estimating current parking demand based on profile of land uses and expected future development, and comparing this to the current amount of parking occupancy
 - d. Strategy recommendations
2. **A closer re-examination and “fleshing out” of the Implementation & Marketing Strategies that the 2019 parking study recommended, including:**
 - a. Implementing a performance-based parking program
 - b. Implementing time limits

- c. Creating improved signage and wayfinding
- d. Providing information to businesses, employees, and visitors on parking options
- e. Creating a shared parking program with various privately-owned property owners
- f. Apply customer-friendly parking enforcement
- g. Paid parking as a long-term strategy
- h. Parking management coordination through the DDA or a new parking authority

For reference, the following list represents completed and ongoing tasks relating to the recommendations from the 2019 parking study:

- Updated mapping devices and technologies to highlight Norcross Public Parking locations
- Increased street-level wayfinding signage and parking signage
- Provided written information to the public about parking
- City staff conducts formal ride-throughs to assess parking use
- Created more street-level parking by adding spaces along South Peachtree Street

Outstanding tasks include those that need Mayor & Council approval and guidance:

- Time-limited parking
- Paid Parking
- Demand-based parking
- Customer-friendly Parking Enforcement
- Creation of formal or informal parking authority (which could help broker a potential pay-for-parking system or help make partnerships with private property owners for parking use agreements)

Financial Impact

There are two scenarios, each having their own separate financial impact numbers:

- **Parking Study Refresh:** \$10,000-\$50,000
- **Strategy Re-Examination:** Contingent on what recommendations Mayor & Council prioritize. Page 2 of the Parking Implementation Program lists estimated monetary costs for each recommendation. For example, the Program lists an estimated cost of \$30,000 to commission a parking-specific wayfinding study.

Consistent with Comprehensive Plan?

Yes, consistent with Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps

Provide guidance to city staff on how Mayor & Council would like to proceed

Attachments

Summary – Norcross Parking Study
 Parking Implementation Program
 Downtown Norcross Parking Study_March 2019

Update

Not Applicable

SUMMARY – NORCROSS PARKING STUDY

Parking study conducted in 2019 as update to previous 2009 study. The study included stakeholder interviews, tabulation of parking inventory, utilization rates, a forecast of future demand, and strategies to meet future needs.

PARKING STUDY FINDINGS

1. Parking inventory identified 761 total parking spaces in downtown study area, including 384 public spaces and 377 private spaces. [The study team excluded some private lots that were not regularly available. These additional spaces bring the total up to 1,000.]
2. Parking in downtown's most desirable locations is in high levels of use throughout the day, especially around lunch and dinner hours and on Saturdays when businesses are open. Peak demand is during lunch (12:00-2:00) when government and restaurant parking are both active. Evening restaurant parking is the largest single source of demand.
3. A large share of downtown's parking inventory is owned by a small number of organizations that don't use this parking all of the time. The three largest parking facilities are the library site, City Hall, and the Carlyle House, which together account for over 260 spaces.
4. Even in busy locations, there is always lightly used parking nearby, although it is often not accessible or readily known to the general public. In fact, during the busiest period of time included in the study, downtown's spaces were only half occupied.
5. Existing parking supply is adequate, with recommended parking management strategies.
6. Future parking demand was estimated based on development projections and standard ITE (Institute of Transportation Engineers) parking multipliers. Restaurant parking is the largest source of projected future demand.
 - a. Office projected parking needs: 9 spaces (3,000 SF new office @ 3 spaces/1,000 SF)
 - b. Retail projected parking needs: 20 spaces (5,000 SF new retail @ 4 spaces/1,000 SF)
 - c. Restaurant projected parking needs: 225 spaces (15,000 SF new restaurants @ 15 spaces/1,000 SF)

STUDY RECOMMENDATIONS

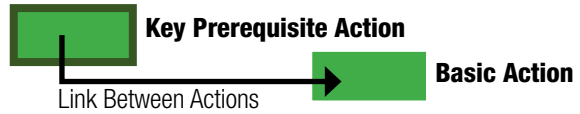
1. Implement a performance-based parking program to maximize parking availability. The performance-based model adjusts regulations and rates based on demand to make it easy to find a parking space.
2. Implement time limits on South Peachtree Street as a short-term strategy. Recommended time limits should be between 2-4 hours.
3. Create signage and wayfinding to guide visitors to parking options.
4. Provide information to businesses, employees, and visitors on parking options. Employees should be encouraged to park outside of high demand areas.
5. Create a shared parking program to maximize the use of existing privately owned spaces. The City of Norcross should provide enforcement for participants in shared parking management

program. The City should also provide technical assistance to encourage private-to-private shared parking agreements, including:

- a. Parking database, connecting parties to each other
 - b. Educational materials about the benefits of shared parking
 - c. Shared parking agreement template
 - d. Cost and revenue sharing information
6. Apply customer-friendly parking enforcement for time limits and potential future meters. Include a grace period of warnings, prior to citations.
7. Consider long-term strategy of paid parking, with variable pricing applied to high demand spaces. Pay kiosks can cover a row of parking or lot, instead of individual meters.
8. The DDA or a new Parking Authority can be empowered to administer a parking management program.
9. Monitor and report on parking use.
10. Continue coordination with Downtown Development Authority, business community, and general public.
11. Potential sites for future parking garages were identified, with proposed locations at City Hall and Mitchell Street. These proposed garages (2-3 stories) could yield an additional 200 spaces.
12. Economic development strategies should recruit new land uses with complimentary parking needs. For example, residential units and hotels typically utilize parking at night, which could be shared with daytime users.

Implementation Plan Framework Matrix

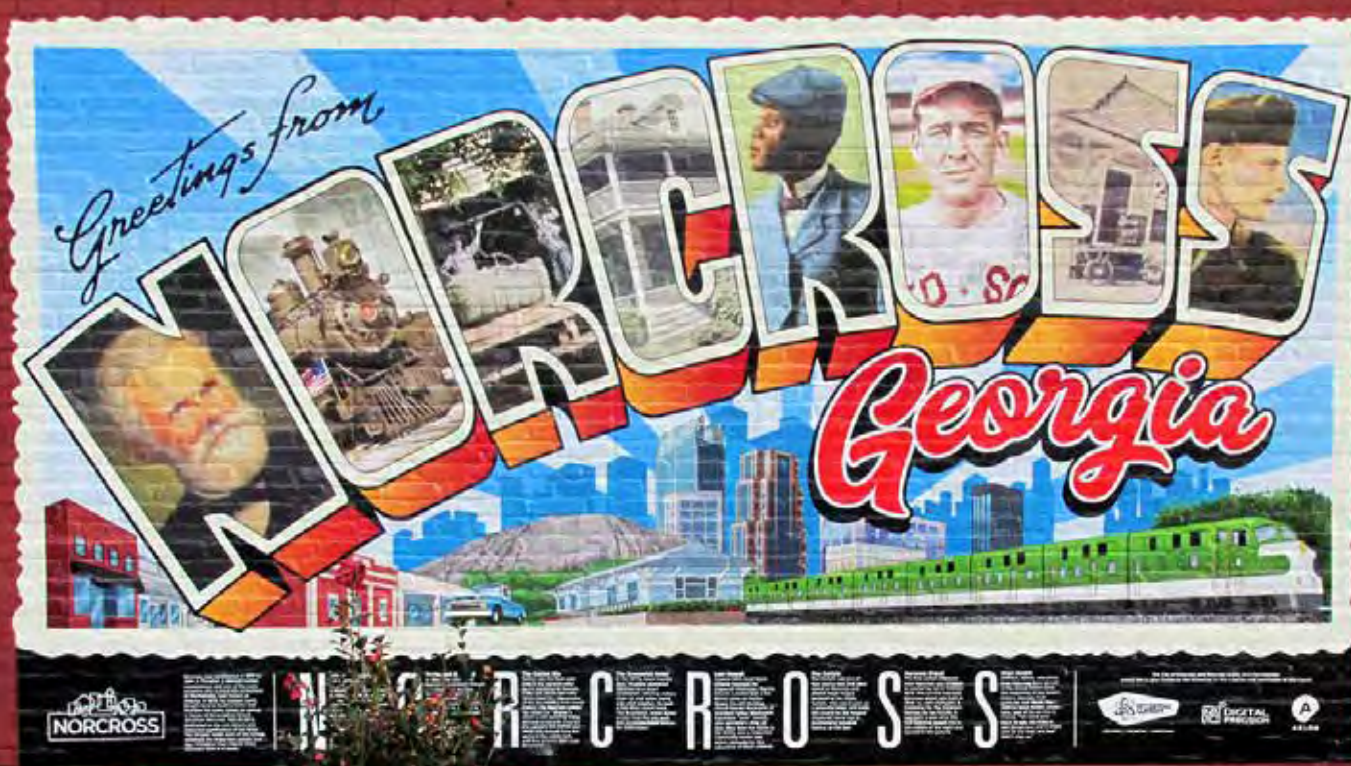
Suggested timeline for major actions



Recommendation		Immediate Term (Year 1)				Near Term (Year 2)				Longer Term (Year 3)			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Establish staff responsibility for database management												
	Amend ordinances as needed to establish program												
2	Notify property owners and businesses												
	Order and Install signage												
	Begin enforcement program												
3	Establish utilization count schedule and staffing												
	Updated utilization counts												
	Reports to council and DDA												
	Council regulatory changes												
	Establish staff responsibility for shared parking in City development review committee												
4	Begin Carlyle House discussions for special events; weekends												
	Monitor use of new library parking for public use vs. library-specific use												
5	Install regulation signs (time limits, pricing, loading zones, etc.)												
	Commission parking-specific wayfinding study												
6	Print warnings and promotional materials												
	Select and train staff ambassador(s)												

Attachment: Parking Implementation Program (23-6646 : Parking Study Update)

Recommendation		Estimated Monetary Costs to City	Other City Operational Needs
1	Establish staff responsibility for database management	None	Ensure appropriate database management
	Amend ordinances as needed to establish program	None	Conventional ordinance drafting/reading/ public notice process
2	Notify property owners and businesses	\$2,000 per regulation expansion (assumed printing costs)	Potential focus group/public meetings with business representatives
	Order and Install signage	See Recommendation 5 below	See Recommendation 5 below
	Begin enforcement program	\$2,000 per year (assumed printing costs)	See Recommendation 6 below (increase staff capacity for enforcement)
3	Establish utilization count schedule and staffing	None	
	Updated utilization counts	None	
	Reports to council and DDA	None	Ensure appropriate Council lead-time
	Council regulatory changes	None	
	Establish staff responsibility for shared parking in City development review committee	None	
4	Begin Carlyle House discussions for special events; weekends	Up to \$1,000/space per year (based on comparable lease costs)	
	Monitor use of new library parking for public use vs. library-specific use	None	Establish liaison for coordination with Gwinnett County Library
5	Install regulation signs (time limits, pricing, loading zones, etc.)	\$125/space (based on \$500/sign, each serving 4 spaces)	Sign shop production; Public Works installation
	Commission parking-specific wayfinding study	\$30,000 , plus fabrication/installation costs	Designate staff project manager and technical committee representatives
6	Print warnings and promotional materials	See Recommendation 2 above	
	Select and train staff ambassador(s)	Immediate term: none Near and Longer Term: \$60,000 (one staff FTE)	Use current staff (Police or Public Works) for immediate term



Downtown Norcross Parking Study

2019 Update Summary Report

Prepared for the City of Norcross
March 2019

Prepared by **Stantec**
in partnership with **Sizemore Group**



This page intentionally left blank for double-sided printing.

Table of Contents

Executive Summary	1
Study Background	5
Analysis and Findings	7
Near-Term Recommendations	25
Future Considerations	29
Implementation Plan	35

Acknowledgments

MAYOR AND COUNCIL OF THE CITY OF NORCROSS

Craig Newton, Mayor

Chuck Paul, Councilmember

Andrew Hixson, Mayor Pro Tem

Dan Watch, Councilmember

Elaine Puckett, Councilmember

Josh Bare, Councilmember

CITY OF NORCROSS STAFF

Rudolf Smith, City Manager

Tracy Rye, AICP, Director, Community Development and Planning

Erica Madsen, P.E., City Engineer

Cate Kitchen, Downtown Manager

CITY OF NORCROSS DOWNTOWN DEVELOPMENT AUTHORITY

Jim McGarrah, Chairman

John Bemis, Chairman

Brenden Frazier

Jim Eyre

C. Norwood Davis

Rob Girard

CONSULTANT TEAM

Joel Mann, AICP, Stantec - Project Manager

Courtney Hillery, Stantec

Jennifer Shriber, Stantec

Bill de St. Aubin, AIA, Sizemore Group

Deanna Murphy, AICP, Sizemore Group

Chirag Date, Sizemore Group

This page intentionally left blank for double-sided printing.

Executive Summary

The City of Norcross and a team led by Stantec initiated a parking study in November 2018 in response to downtown Norcross's rapid growth and development. The study occurred during a time of change for the City—downtown was being revitalized, with new dining and entertainment options drawing visitors to the downtown core, while plans to relocate the City's police facilities out of downtown and construction on a new library were underway.

Downtown's activity has occurred on generally small, more constrained sites and within a context of historic building fabric and neighborhood-appropriate development standards. This has meant that providing sufficient parking to meet zoning requirements is sometimes difficult, as many sites cannot provide their own parking and parking demand is based on focused periods of demand. Downtown has continued to grow, but this growth has brought increasing pressure on the district's limited parking supply and, significantly, concerns over whether downtown Norcross has sufficient parking.

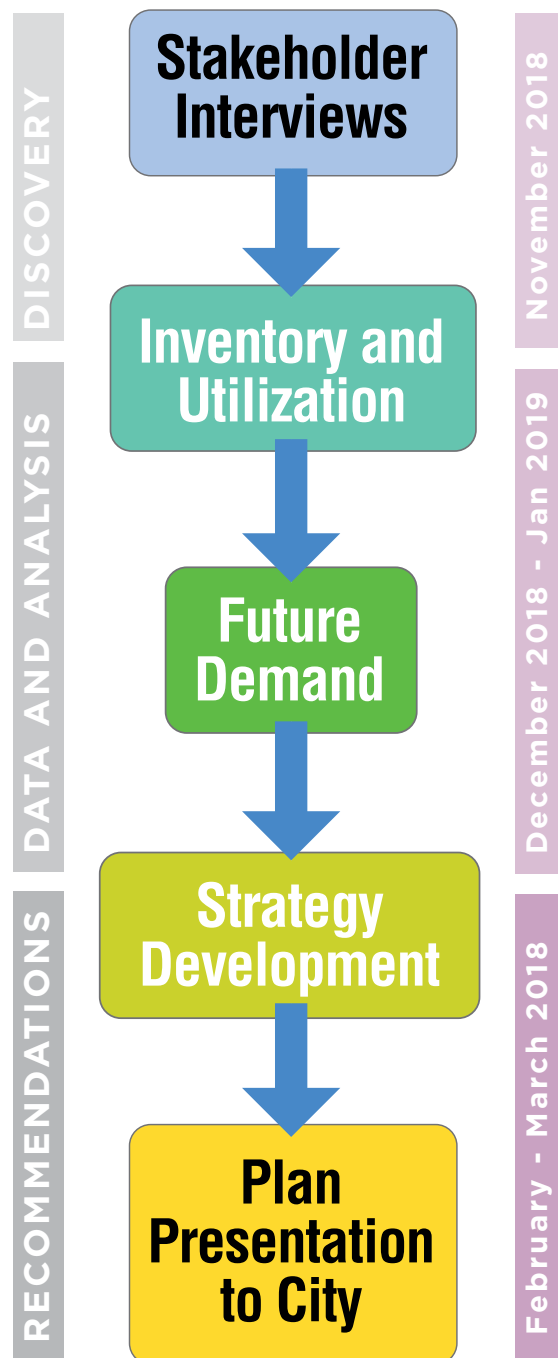
This study was undertaken to answer this question, and in so doing help the City refine its strategic direction for managing parking and making it available to downtown visitors. This included understanding what parking exists, how it is generally available, and other development factors that point to needs for the City. The study also explored potential structured parking facilities on two sites that had been previously discussed by both City Council and the Downtown Development Authority, with recommendations for how any new parking added to downtown Norcross should be used and managed.

Background and Study Steps

A critical first step in the study was to gather, analyze and present actual data on parking use throughout the downtown district. The study updates a previous study from 2009 that used a similar method of collecting data; this 2019 update acknowledges the limitations of select parking facilities and opted not to use them in the overall supply inventory.

The study team confirmed the inventory from the City's 2009 study and collected new data on occupancy, performing field counts of all parking facilities within the study area during multiple times of the day on two typical weekdays and a typical Saturday (or days when no major special events that led to street closures or other disruptions to parking access were occurring).

The Downtown Norcross Parking Study Process



Attachment: Downtown Norcross Parking Study_March 2019 (23-6646 : Parking Study Update)

This first step is useful because it helps to illustrate locations of high parking use—which are nearly always within a short distance of parking that has plentiful capacity to support other users. However, it also gives the City a framework for updating this data on a regular basis, something that can be done through its regular parking enforcement duties.

As a second step, the study used this data in a series of conversations with stakeholders and elected officials on how parking policies could be modified and used to support new development. The team met with merchants and other representatives of the downtown Norcross business community, the Downtown Development Authority, and the City Council to understand key issues facing downtown and temper the data collected in the first step with a pragmatic understanding of issues related to downtown's economic functions and potential development.

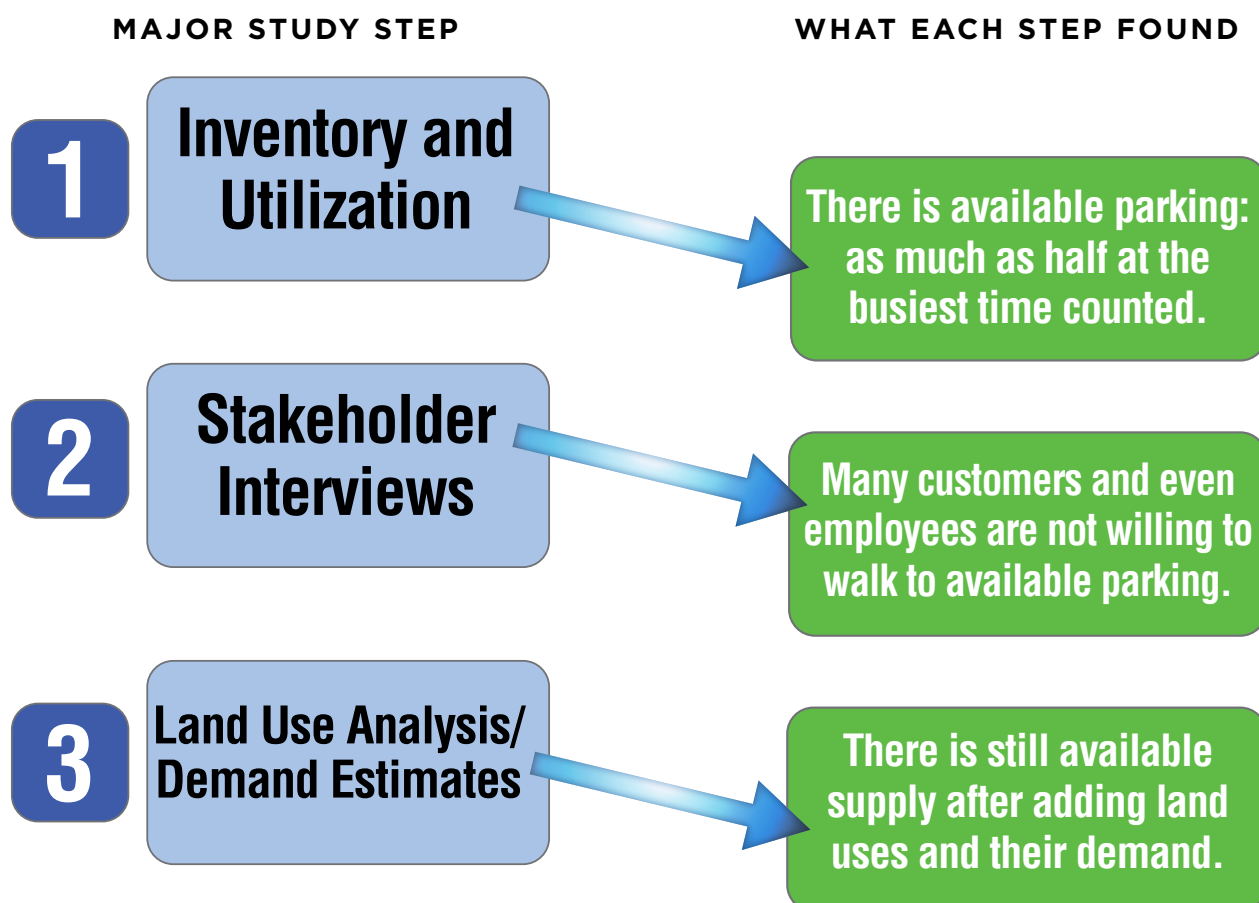
To study this further, the study's third step involved estimating parking demand based on a current profile of land uses and expected future development, comparing these to the current amount of parking occupancy as demonstrated in the first step. This is a useful way to compare national industry knowledge and research on typical parking behavior to what parking utilization was

actually observed—allowing Norcross to have a planning tool to understand the impact of new development on downtown's parking supply.

Study Findings

The study's inventory and utilization counting effort demonstrated three broad patterns, and these generally support common popular perceptions about downtown parking:

1. Parking in downtown's most desirable locations is in high levels of use throughout the day, especially around lunch and dinner hours and on Saturdays when businesses are open.
2. A large share of downtown's parking inventory is owned by a small number of organizations that don't use this parking all of the time. The three largest parking facilities are the future library site, City Hall, and the Carlyle House, which together account for over 260 spaces (around one quarter of the total supply of all of downtown).
3. Even in busy locations, there is always lightly-used parking nearby, although it is often not accessible or



readily known to the general public. In fact, **during the busiest period of time included in the study, downtown's spaces were only half occupied.**

When considered together, these three patterns raised a series of questions for the study to explore, and these are the basis for its recommendations. Overall, there is parking available for current uses and to support future growth in downtown. However, the study has underscored opportunity for stronger management of downtown's current parking supply, which can help to extend the useful life and utility of current parking facilities.

Study Recommendations

As downtown Norcross continues to grow and transform into a mixed-use district, it is important for the City to broaden its palette of management approaches to respond to a more complex set of parking needs and challenges. **The study has concluded that downtown does not currently have a critical need for new parking supply**, but stronger management can help to make the existing parking a more available and useful resource.

These strategic management approaches include:

- Moving forward with more advanced methods of parking regulation, ultimately moving toward implementing time limits and, in the future, potentially pricing on spaces that are high in demand but low in availability.
- Continuing to monitor and report on downtown's parking use and activity so that City Council has up-to-date information for decision-making.
- Creating a shared parking program to maximize use of existing privately owned parking facilities.

What's Next for Norcross?

As downtown's economic development and revitalization continue, the recommendations of this study should help the City make greater use of its existing parking supply and allow new businesses, civic uses, and even residences to be developed without a need to construct new parking. This is a particularly important approach given the rapidly shifting paradigm in personal transportation during the time the study was performed. The increase in shared-ride services, non-driving options such as bicycles and other forms of personal mobility, and the well-documented



Even highly-occupied spaces have some times of day where there is availability.



At the busiest time studied, 12 PM to 2 PM on a weekday, only around half of downtown's spaces were occupied—though occupancy was highly concentrated.

development of self-driving vehicles all point to a future in which parking needs do not mirror those of the present. Although Norcross's downtown still relies on automobile access today, forthcoming future changes suggest that long-term investment in new parking may not yield the same amount of use (and economic return) that it did previously.

In any event, there is opportunity to manage parking differently in Norcross, and this study has helped to establish some of that. In particular:

- Parking could be shared more effectively to capture the different levels of demand occurring at different times of day.
- Some parking close to the heart of downtown's business community is regularly heavily used, suggesting that current means of managing it have not yet made that parking available to customers. However, less-desirable parking in close proximity is not used as heavily, even though it is available to the public.
- The City might be able to realize lower costs and expenditures on 'new' parking if it can partner with private property owners to use and share their parking, taking on management and enforcement of use just

as they would with public parking supply. Through the study, the City now has a full inventory of downtown spaces and snapshots of how they are utilized. Continued counting of parking occupancy can better establish trends and patterns so the City knows what parking is expected to be available at given times.

- As management of parking is implemented, the City can continue to provide information to businesses, employees, and visitors on parking options. Signage and wayfinding help with this, but ongoing coordination with the Downtown Development Authority, the business community, and the general public will help as well.

Study Background

The City of Norcross and a team led by Stantec initiated a parking study in November 2018 in response to downtown Norcross's rapid growth and development.

Why Perform the Study?

Downtown Norcross has been revitalized over the past several years. Notably, new dining and entertainment options have drawn visitors during the evenings. The downtown area has a small parking supply made up mainly of small facilities: as a result, concern over growing parking demand has risen. Norcross's City Council has been considering the best way to meet this demand and locations in which to expand the downtown's parking supply.

This study was commissioned in this context and was intended to identify needs and provide a series of management recommendations for downtown parking supply so that new development would not exhaust the capacity of the overall parking system.

Key Steps to the Analysis

The study consisted of three primary analysis tasks:

Step 1: Collecting data on parking inventory, or counting the number of downtown spaces and any regulations governing them (such as time limits, restrictions for persons with disabilities, or other special requirements);

This step also included collecting data on parking utilization, or counting how many spaces were used at given times of the day, to understand how demand for parking shifts throughout a typical weekday.

Step 2: Understanding stakeholder needs and challenges. Most of downtown's businesses today and those expected in the future are restaurant or retail establishments, with some office and light-industrial uses. The study team spoke to both merchants and the downtown development authority to understand both day-to-day needs of parking and what potential future economic development might add to an overall profile of downtown parking demand.

Step 3: Comparing the utilization to an expected level of parking demand based on downtown's land uses. This involves

The study team presented the findings of these analysis steps to the City Council and discussed how observed patterns of parking behavior might shape recommendations for the City.

Data Collection

The City had commissioned a study from Walter P. Moore Associates in 2009 that collected inventory information on current parking and explored multiple potential locations for new parking. Building from this effort, the study team for this update adjusted the inventory to reflect parking facilities that were not available for public use due to access restrictions, business closure, or other reasons related to development. This reduced the more-than 1,000 spaces in the overall study area's inventory to under 800 and reflect a more accurate picture of downtown parking that is available to users.

The team supplemented this information with a new set of parking occupancy counts during two typical weekdays (November 27 and 29, 2018) and a Saturday (January 12, 2019). This involved counting the number of occupied spaces every two hours from 8 am to 8 pm on weekdays and from 10 am to 8 pm on Saturday. This provides the team and City with an extensive database of parking utilization and allows specific streets, blocks, or lots to be studied in greater detail.

Stakeholder and Council Engagement

Prior to the analysis, the study team met with a diverse array of stakeholders. These included the mayor, City Council, Downtown Development Authority (DDA) members, and local business owners and staff members. The purpose of doing this was to better understand concerns of downtown's various constituents—especially private developers, business owners and operators, and office tenants.

These conversations reflected a greater focus on user concerns, and brought to light several key issues, including:

- A preference for convenient parking spaces and a strong resistance to walking long distances between parking and a destination, especially climbing grades on streets, such as northbound on Britt Avenue.
- The possibility of employee use of prime-location spaces, especially street spaces in front of shop doors. Many business owners acknowledge this challenge and identified efforts they have taken to address it.

- Concerns that parking at City Hall is not allowed to the general public—despite signage indicating that it is—due to current police cruiser parking in this lot.

Concerns such as these emphasize the importance of connecting all parking in downtown through strong signage and wayfinding programs and ensuring that it is well lighted, well maintained, and offers a pleasant walk. However, they also underscore an ongoing challenge that the City will face: that parking expectations for convenience and proximity remain high and that the most accessible locations to businesses and other downtown destinations will be in high demand.

Estimating Parking Demand

The study team worked with City staff to understand a current land use profile as well as forecast future development expected to add to these uses for downtown. This included using the land use inventory from the 2009 study and revising it to reflect changes to uses since then. For future development, the study team consulted with staff and members of the DDA to understand what potential additions to downtown should be factored into the overall study.

Additional development was the driving concern behind performing the study, as referenced earlier in this section. DDA members and Councilmembers identified restaurants as a key target for economic development in downtown, with at least one existing building in mind for adaptive reuse as a restaurant and another site in mind for new construction.

Strategy development

One of the main purposes of the study was to understand the true relationship of parking supply, demand, and potential for absorbing future demand from added economic activity downtown. However, the study also sought to assess current City practice in parking

management and offer recommended strategic approaches based on current and emerging parking needs. Regardless of the study's recommendations for parking supply, the City noted from the beginning of the study that downtown had no significant parking management in place, and that many user perceptions of parking shortages or difficulty seemed to stem from the locations of highest demand being consistently used at high levels with no system of management to balance demand and distribute it to other available parking.

As such, the study team had two primary objectives with these strategies: to develop a more market-responsive way for the City to use current and planned parking resources to support new development; and to better enable the City to address current parking dynamics downtown, especially as downtown's business community continues to grow. Providing flexibility for meeting parking requirements is key, as is taking a more advanced approach to parking management so that the mix of land uses in downtown—already conducive to a park-once environment—can be served by a parking system offering choice and convenience to customers.

Analysis and Findings

The study performed a three-step analysis based on collecting data on parking supply and utilization and comparing this to downtown's current land use and forthcoming development.

Inventory

The overall downtown study area has just over 1,000 spaces today, although many of these are mainly concentrated in several small facilities. Private spaces are found in privately-owned lots. Public spaces are both on-street and in off-street parking lots.

In consultation with City staff, the study team elected to remove several parking lots from the overall inventory collected in the 2009 plan as they were not being used for parking or available to public use on a regular basis—even if only for customers or visitors of a business or establishment. These include the US Postal Service maintenance facility accessed from Mitchell Street, the Engine Tech automotive repair shop on South Peachtree Street, and a lot at Buford Highway and Britt Street previously used for parking that, at the time of the study, was being developed as a new library.

This left a total of 761 spaces being considered in the overall study area. Specific breakdown of this adjusted parking inventory is defined in Table 1.

Table 1: Parking Inventory Summary

Parking Facility Type	Number of Spaces
TOTAL SPACES	761
Public Spaces	384
On-Street Spaces	240
Off-Street Lots	144
Private Spaces (Off-Street Lots only)	377

Two of the largest facilities are the City Hall lot and the Carlyle House lot, which contain 82 and 80 spaces, respectively. The City Hall lot is private but allows and actively encourages use by downtown visitors. Of the 19 off-street lots, 12 contain 20 or fewer parking spaces.

The three largest on-street parking areas are located in or near the downtown core: along South Peachtree Street, in the Norfolk Southern row parking area, and along Buchanan Street south of Thrasher Park. These areas contain between 22 and 24 spaces each.

Once complete, the future library site south of the downtown core will be the largest parking area. This private

lot will have 100 spaces, with the City having entered into an agreement to use surplus spaces outside of the library's regular opening hours.

Figure 1 illustrates the location and number of parking spaces in all of downtown's facilities.

It is important to note that much of downtown's parking supply belongs to and supports private businesses or other organizations that allow access to the public only as customers or designated visitors. In other words, much of the supply is not configured to support visitors of the general downtown district who may be traveling to multiple destinations; however, it is available for businesses that are understood to generate parking demand.

Utilization

In addition to the inventory counts, the study team also performed a series of utilization counts to measure how many parking spaces were in use at different times of a typical weekday and a typical Saturday. This included both public and private spaces in order to understand where demand is concentrated—regardless of ownership of the parking.

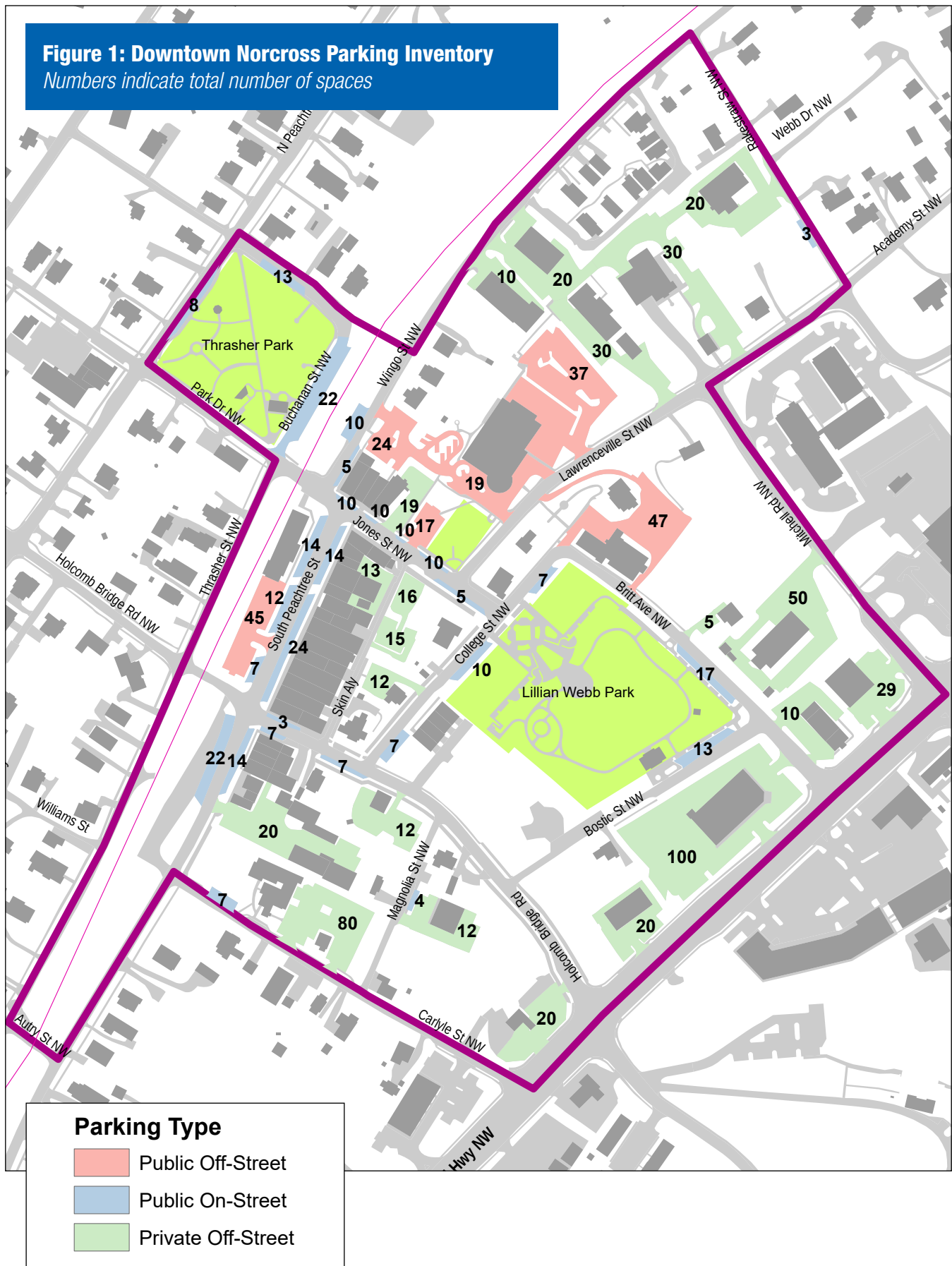
Table 2 on page 9 summarizes this utilization, and Figures 2 through 12 on the pages that follow illustrate utilization by different basic levels.

Overall, while it appears from the summary table that downtown's parking is not heavily utilized, focusing on specific parking types and locations shows that utilization is highly uneven. On-street parking, for instance, is usually around half full throughout the day, but in the core commercial district of downtown, especially along South Peachtree Street, these spaces are at times over 90 percent utilized. Likewise, on on-street parking by the park on Thrasher Street is often at least 90 percent full on the weekend. The parking practice considers this amount to be *functionally full* for a given facility and a condition where motorists may not be able to find an available space in a given cluster of spaces.

Nonetheless, on average downtown Norcross has a large amount of parking that is regularly underutilized throughout a typical weekday and Saturday. At the busiest time where utilization counts were taken, parking throughout all of downtown was just over half full. Many parking spaces are routinely underutilized, and this parking is on the fringe of downtown, privately owned, and supports only a single

Figure 1: Downtown Norcross Parking Inventory

Numbers indicate total number of spaces



land use or organization. However, private lots such as the City Hall lot offer ample parking for visitors to the general downtown area and are also generally used well below their capacity.

By contrast, South Peachtree Street's on-street parking, which serves as the front door parking for downtown's historic retail district, is heavily utilized both during the week and weekend, as are select off-street parking facilities near it, especially the Railroad Depot parking lot.

Comparing utilization and expected demand

The study is based on planning ahead for ongoing and continued future growth in downtown so that decisions

may be made to manage downtown's parking supply appropriately. To do this, the study has considered both current parking demand and future parking demand.

The Institute of Transportation Engineers (ITE) Parking Generation manual is the current national standard in determining parking demand. ITE standards are based on national data, and a typical analysis takes the size of the development and multiplies it with a "standard" peak parking generation rate - for example, 3 spaces per 1,000 square feet of office or 2 spaces per residential unit. A typical analysis also assumes that each use or building needs its own spaces and that those spaces are utilized at a constant rate throughout the day.

ITE parking rates and methodologies, however, often do not reflect the actual parking behavior or demand, especially

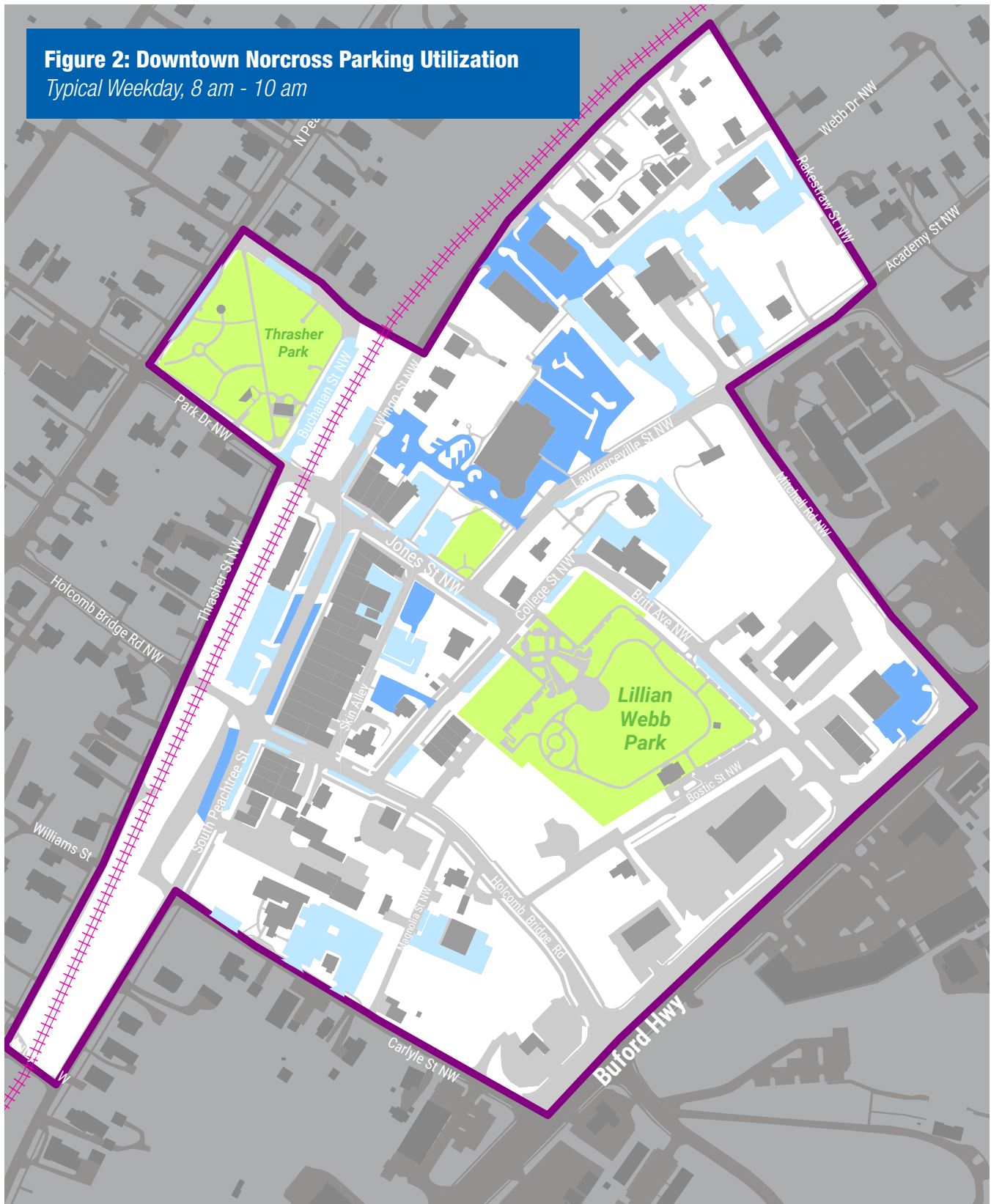
text continues on page 21 after figures

Table 2: Summary of Utilization

Parking Facility Type	Number of Spaces	Typical Weekday Utilization											
		Morning				Midday				Evening			
		8 am - 10 am		10 am - 12 pm		12 pm - 2 pm		2 pm - 4 pm		4 pm - 6 pm		6 pm - 8 pm	
TOTAL SPACES	761	163	21.4%	247	32.5%	376	49.4%	297	39.0%	277	36.4%	324	42.6%
Public Spaces	384	71	18.5%	138	35.9%	226	58.9%	172	44.8%	143	37.2%	217	56.5%
On-Street Spaces	240	35	14.6%	73	30.4%	151	62.9%	115	47.9%	93	38.8%	133	55.4%
Off-Street Lots	144	36	25.0%	65	45.1%	75	52.1%	57	39.6%	50	34.7%	84	58.3%
Private Spaces	377	92	24.4%	109	28.9%	150	39.8%	125	33.2%	134	35.5%	107	24.8%

Parking Facility Type	Number of Spaces	Saturday Utilization											
		Morning				Midday				Evening			
		8 am - 10 am		10 am - 12 pm		12 pm - 2 pm		2 pm - 4 pm		4 pm - 6 pm		6 pm - 8 pm	
TOTAL SPACES	761	Not counted - businesses not open for operating hours	226	29.7%	250	32.9%	322	42.3%	296	38.9%	308	40.5%	
Public Spaces	384		151	39.3%	168	43.8%	206	53.6%	205	53.4%	223	58.1%	
On-Street Spaces	240		80	33.3%	108	45.0%	148	61.7%	136	56.7%	137	57.1%	
Off-Street Lots	144		71	49.3%	60	41.7%	58	40.3%	69	47.9%	86	59.7%	
Private Spaces	377		75	19.9%	82	21.8%	116	30.8%	91	24.1%	85	22.5%	

Figure 2: Downtown Norcross Parking Utilization
Typical Weekday, 8 am - 10 am



Rates of Parking Utilization

0-30%

30-60%

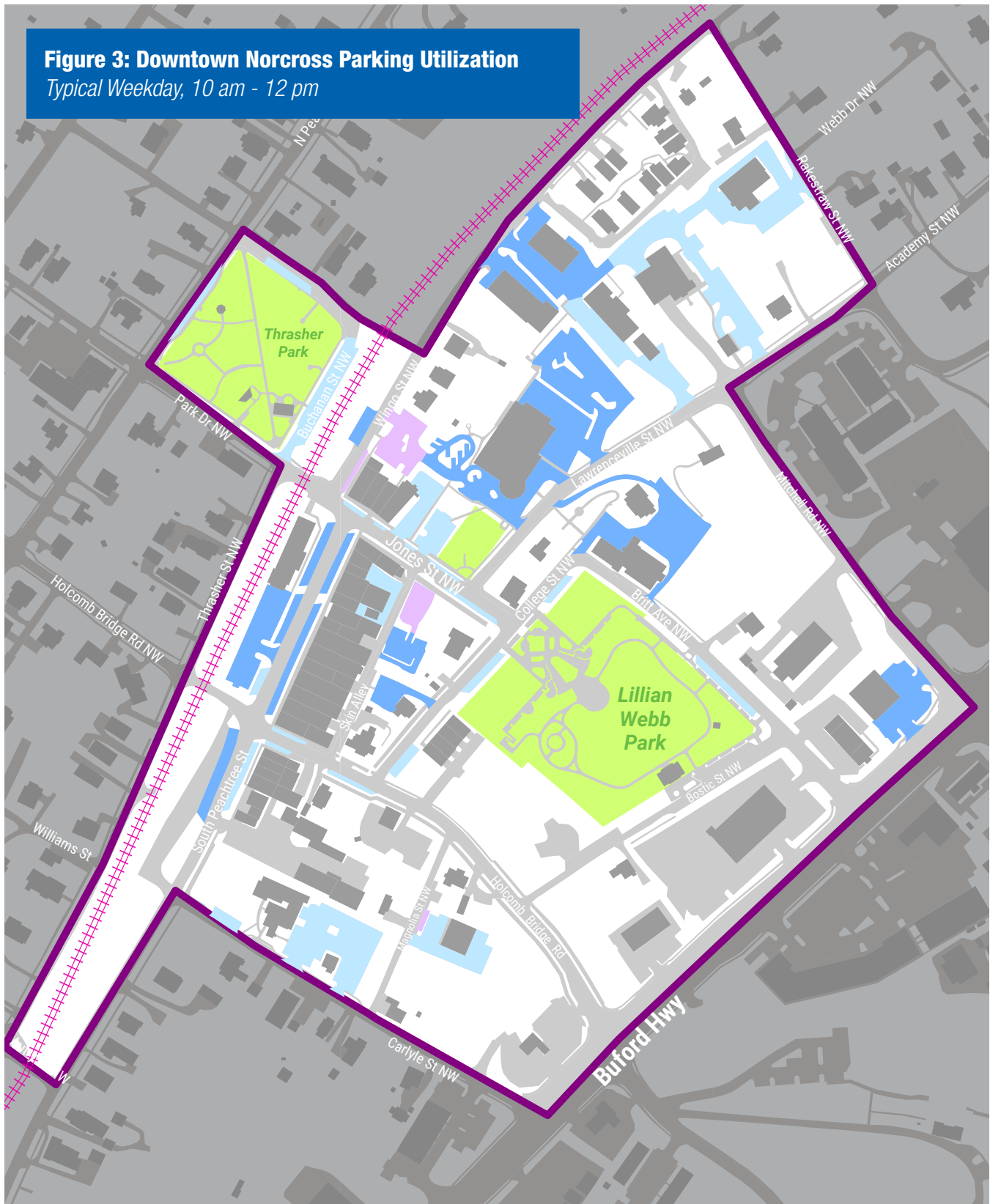
60-80%

80-90%

90-100%

100%+

Figure 3: Downtown Norcross Parking Utilization
 Typical Weekday, 10 am - 12 pm



Rates of Parking Utilization

0-30%

30-60%

60-80%

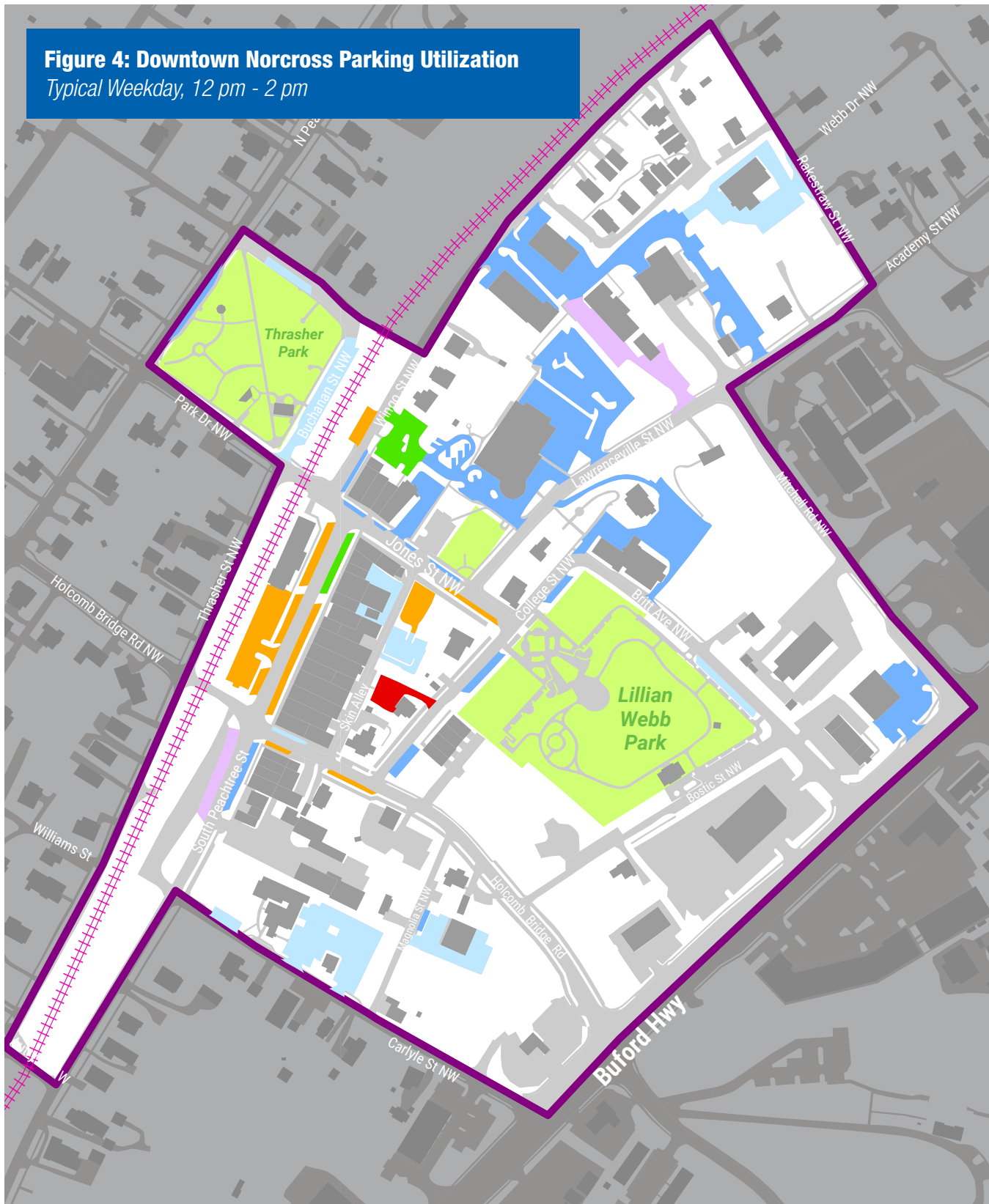
80-90%

90-100%

100%+

Figure 4: Downtown Norcross Parking Utilization

Typical Weekday, 12 pm - 2 pm



Rates of Parking Utilization

0-30%

30-60%

60-80%

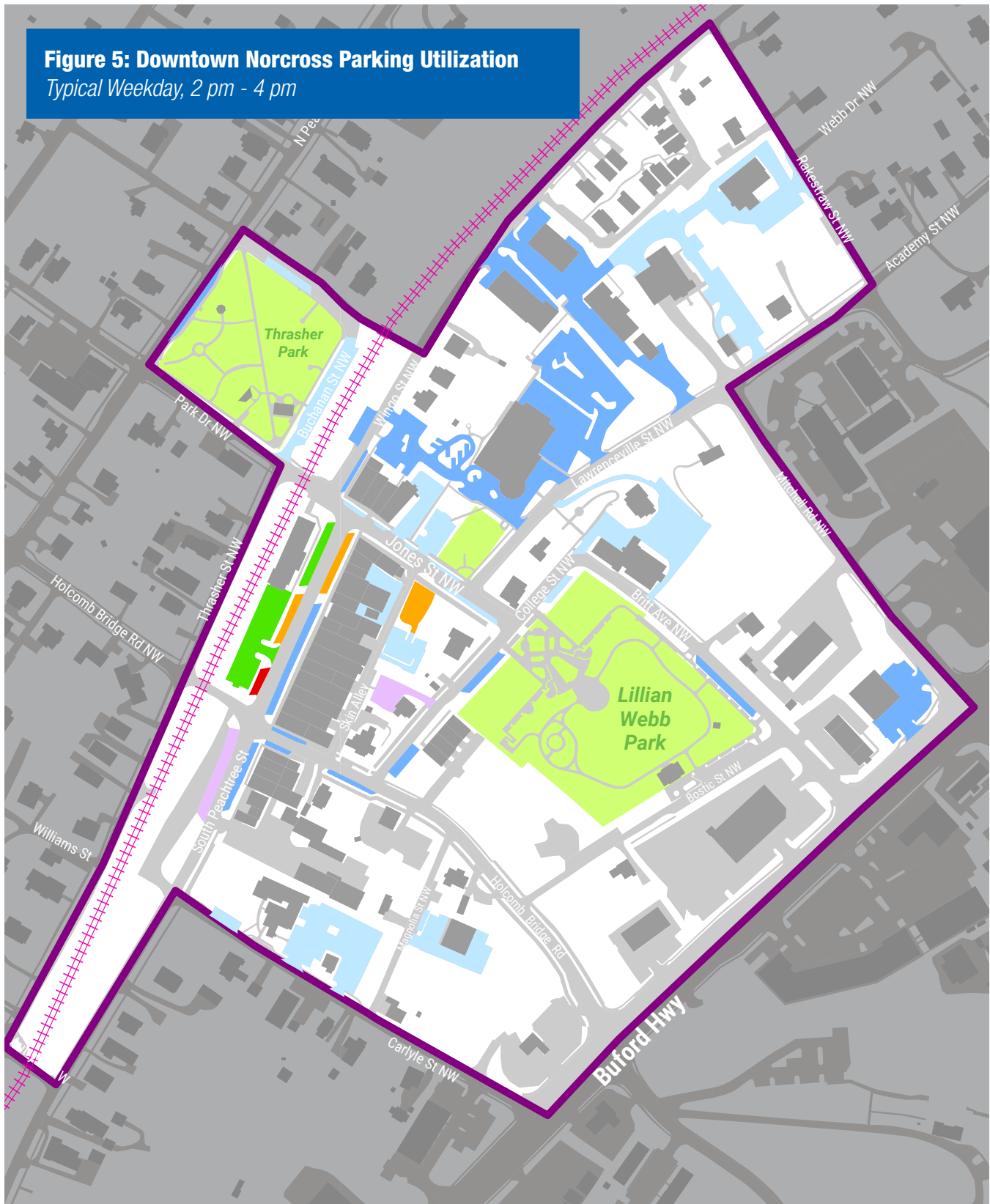
80-90%

90-100%

100%+

Figure 5: Downtown Norcross Parking Utilization

Typical Weekday, 2 pm - 4 pm



Rates of Parking Utilization

0-30%

30-60%

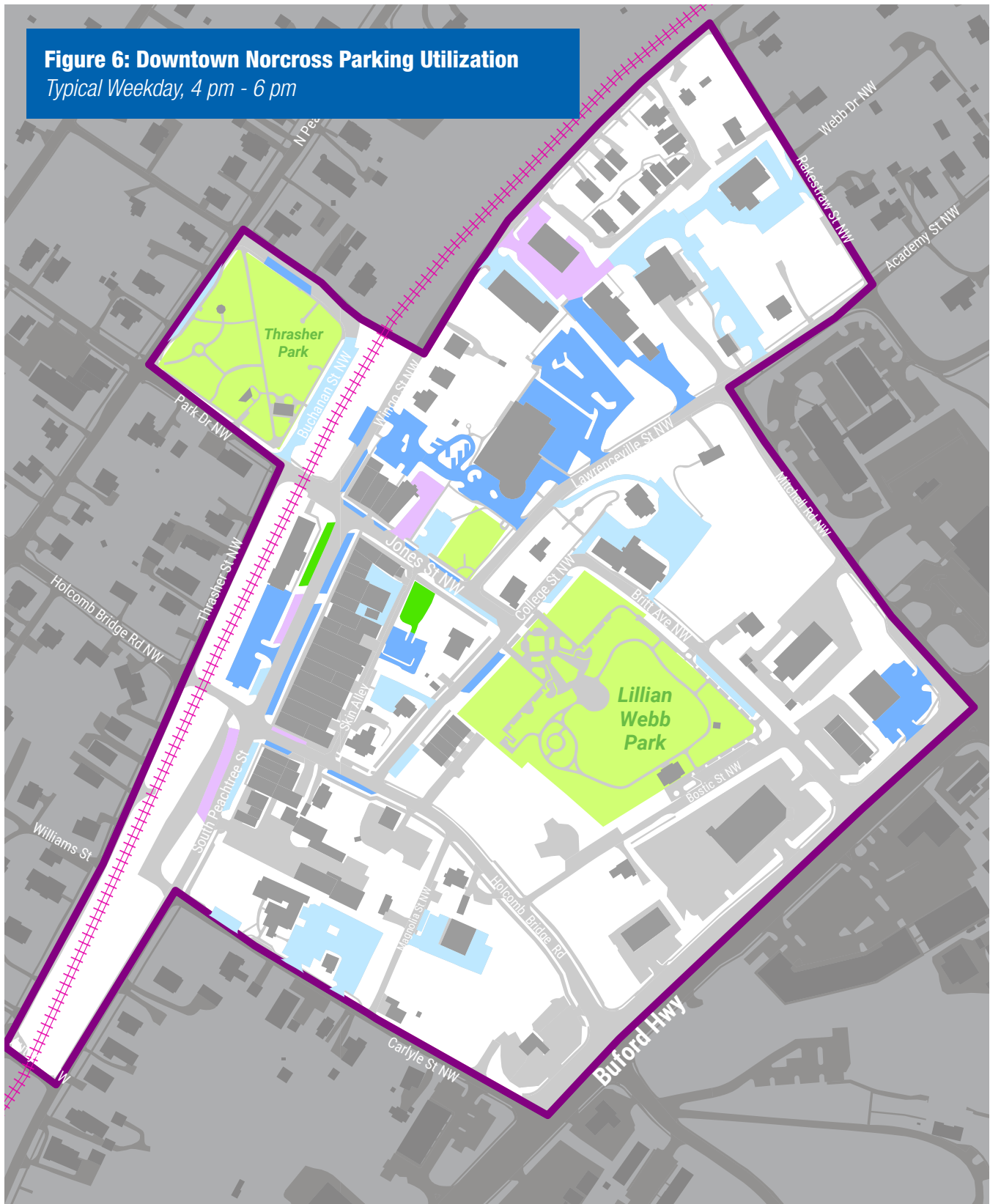
60-80%

80-90%

90-100%

100%+

Figure 6: Downtown Norcross Parking Utilization
Typical Weekday, 4 pm - 6 pm



Rates of Parking Utilization

0-30%

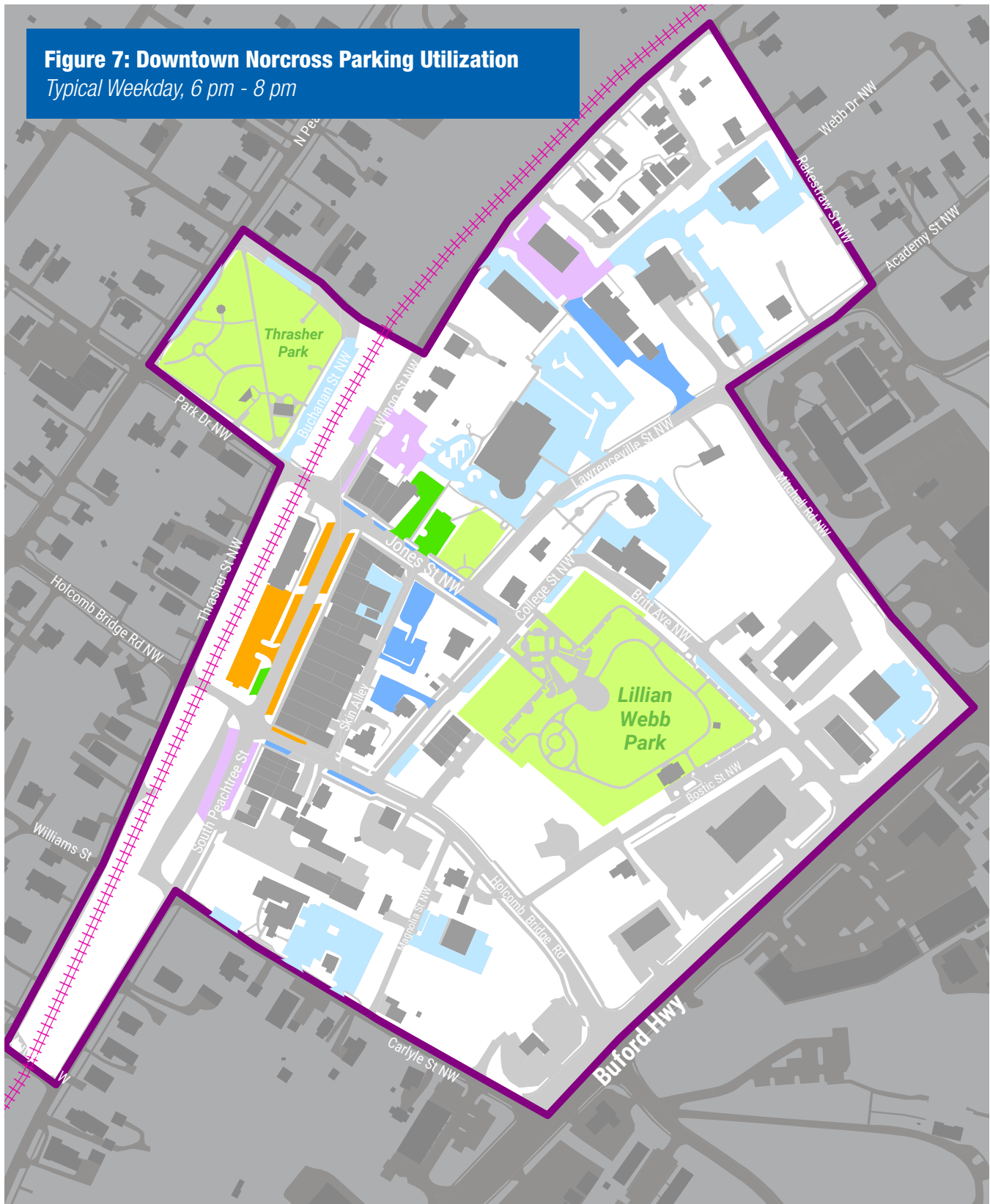
30-60%

60-80%

80-90%

90-100%

100%+

Figure 7: Downtown Norcross Parking Utilization*Typical Weekday, 6 pm - 8 pm***Rates of Parking Utilization**

0-30%

30-60%

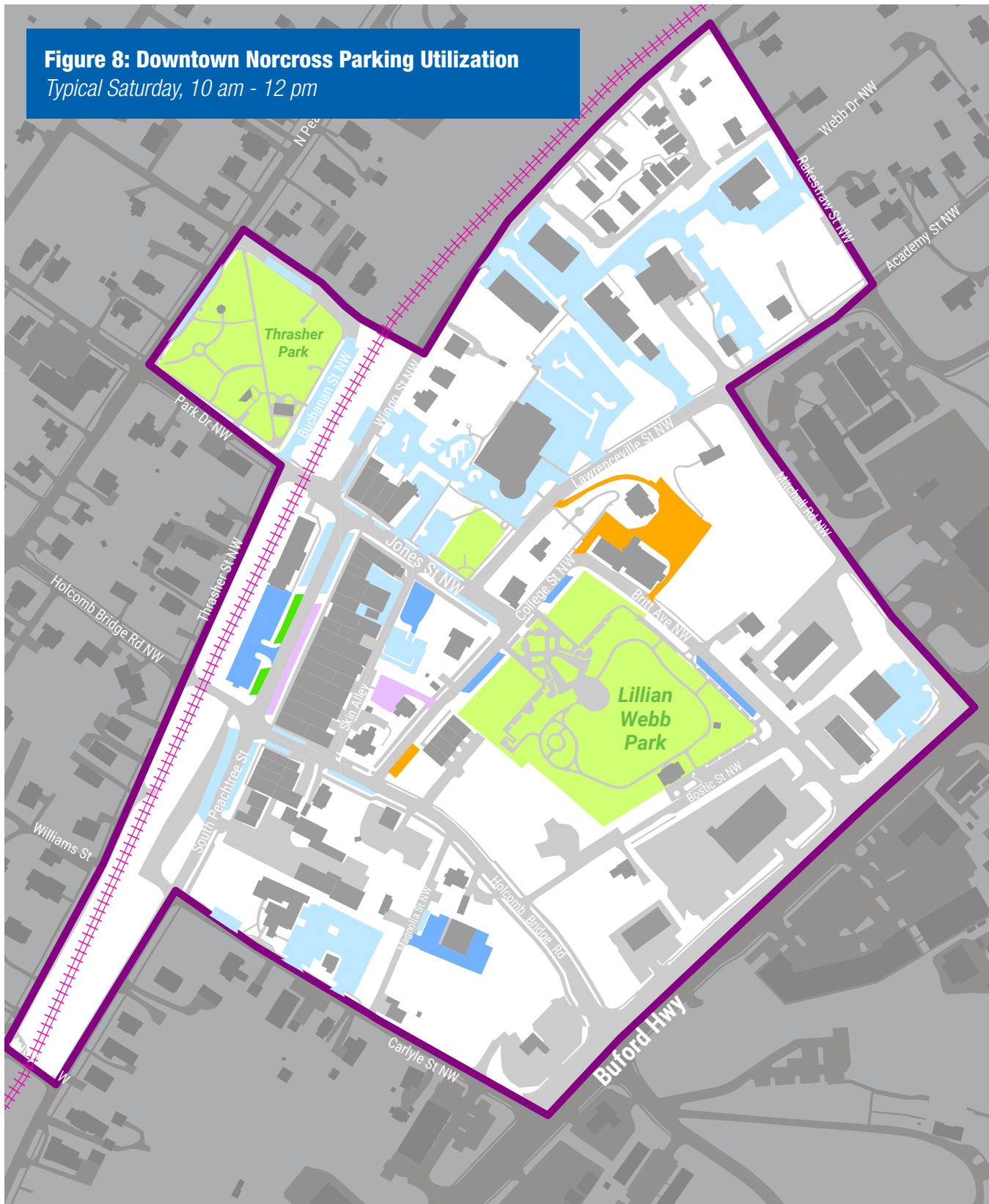
60-80%

80-90%

90-100%

100%+

Figure 8: Downtown Norcross Parking Utilization
 Typical Saturday, 10 am - 12 pm



Rates of Parking Utilization

0-30%

30-60%

60-80%

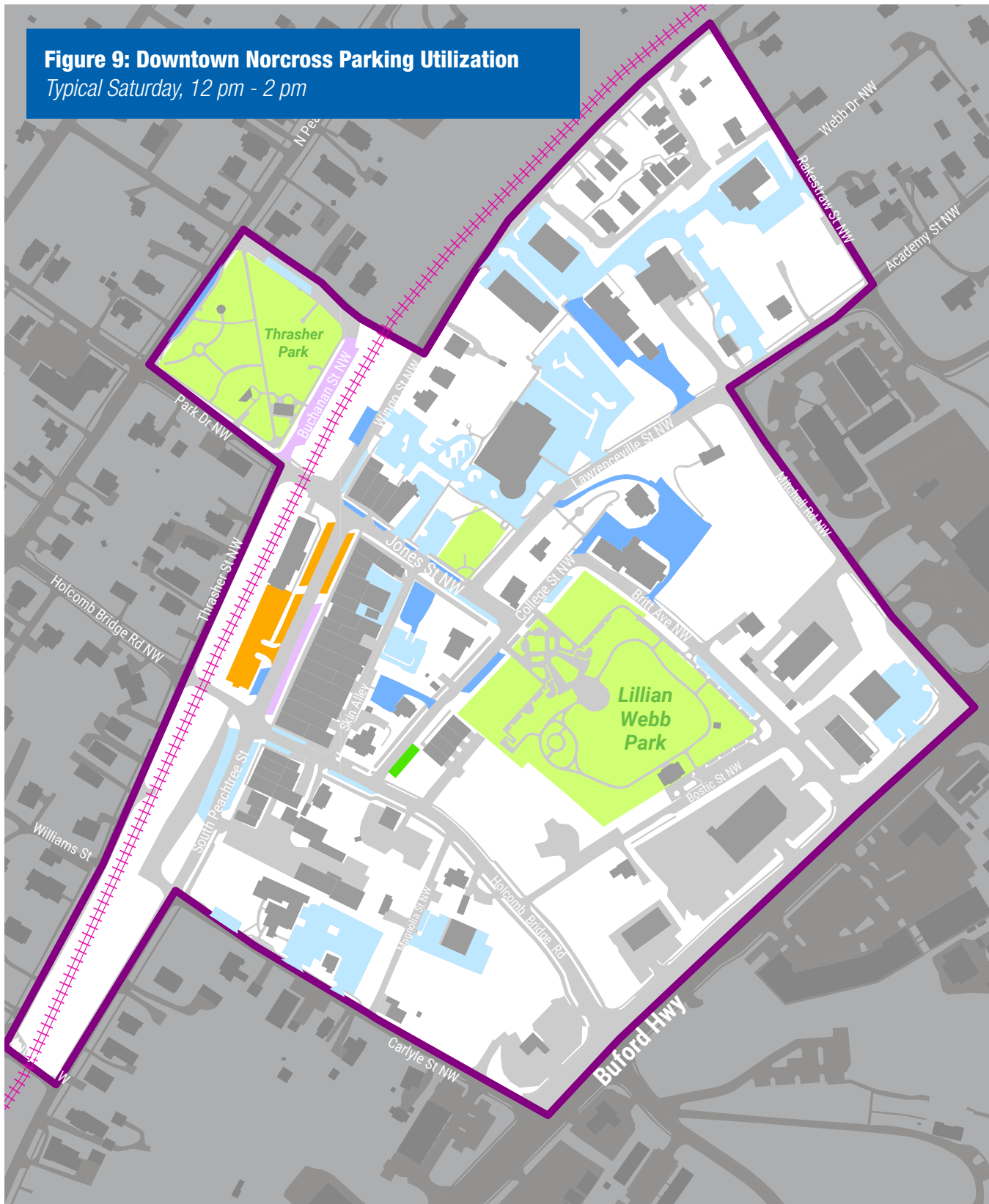
80-90%

90-100%

100%+

Figure 9: Downtown Norcross Parking Utilization

Typical Saturday, 12 pm - 2 pm



Rates of Parking Utilization

0-30%

30-60%

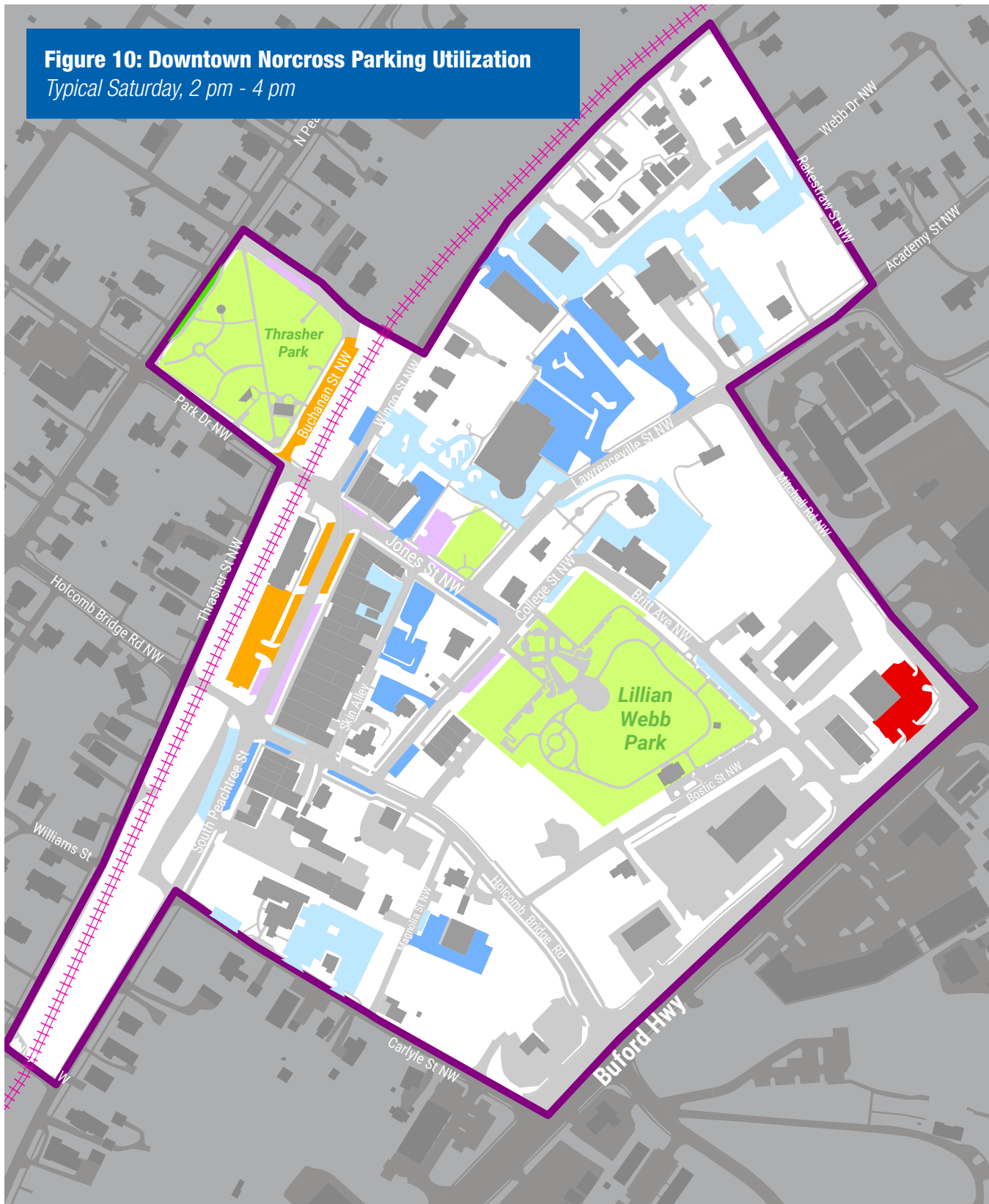
60-80%

80-90%

90-100%

100%+

Figure 10: Downtown Norcross Parking Utilization
Typical Saturday, 2 pm - 4 pm



Rates of Parking Utilization

0-30%

30-60%

60-80%

80-90%

90-100%

100%+

Figure 11: Downtown Norcross Parking Utilization
Typical Saturday, 4 pm - 6 pm



Rates of Parking Utilization

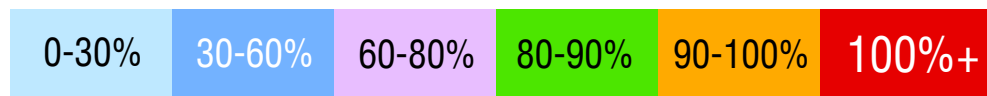
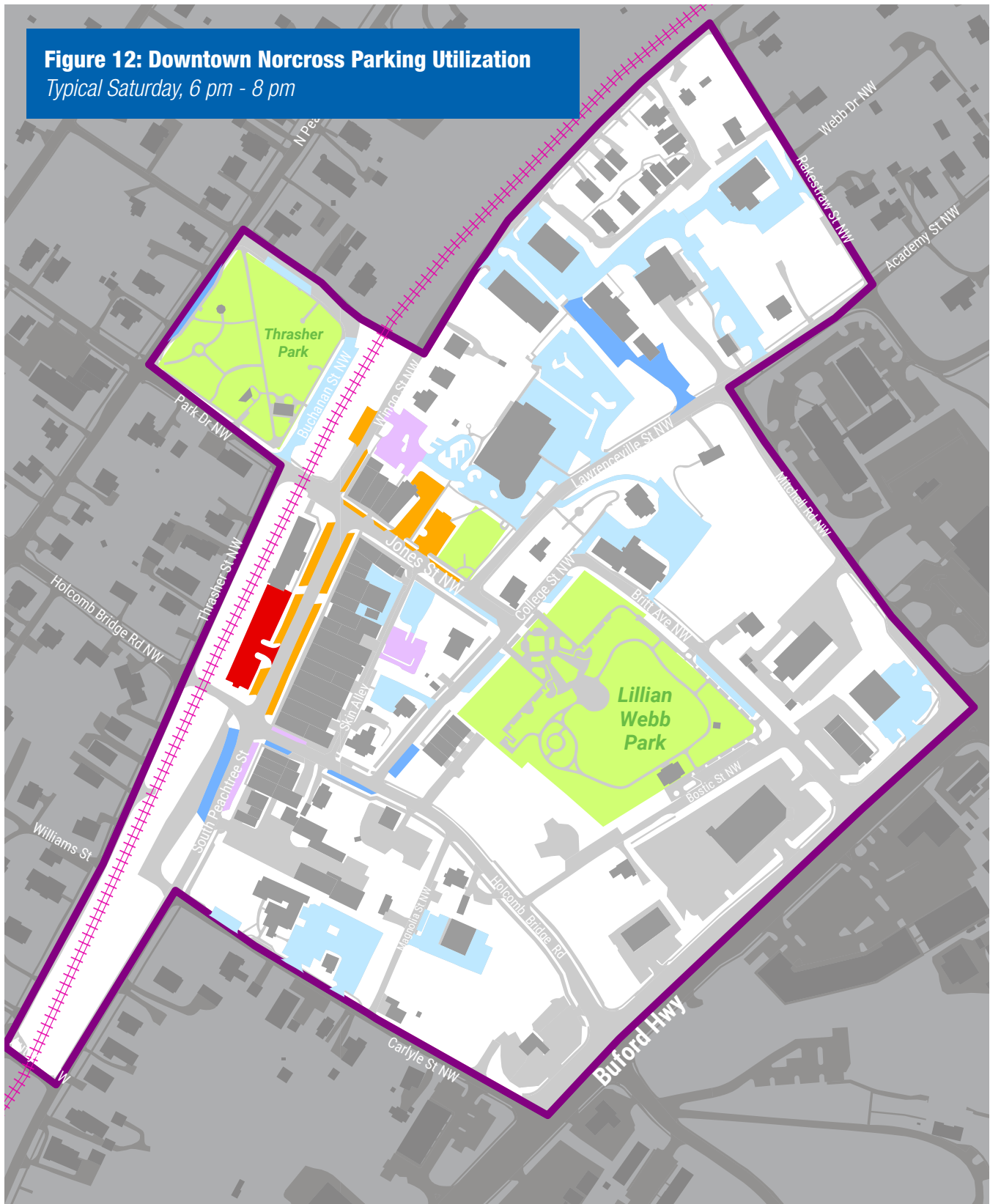


Figure 12: Downtown Norcross Parking Utilization
Typical Saturday, 6 pm - 8 pm



Rates of Parking Utilization

0-30%

30-60%

60-80%

80-90%

90-100%

100%+

in mixed-use downtown areas. In Norcross, though this concept is still new, the findings of the utilization counting effort suggest that parking can be “shared” amongst different uses— even without formal agreements between property owners—simply by virtue of the high amount of availability throughout the day. Across Norcross’s downtown, different uses have different peak demands. For example, an office may have a high demand until 5 p.m., while a restaurant may open for dinner only after 5 p.m. The peak periods of activity between these two uses thus do not overlap, and point to the possibility of both using the same supply.

Other factors make parking in downtown Norcross different. Customers, employees, and visitors can visit multiple destinations on foot and only park once, a concept known in the transportation planning practice as internal capture. For example, an employee who walks to get a cup of coffee while at the office is an “internally captured” trip—and does not require his or her own parking space. As Norcross’s downtown becomes more walkable, there is less and less need for every trip to be made by car, even if downtown visitors continue to arrive that way. The ability to park once and visit multiple locations on foot can reduce parking demand just as it can reduce traffic.

City staff worked with the study team to estimate an amount of new growth and development to be included in the study’s representation of future demand. However, this continued to evolve over the course of the study’s progress, and the study team incorporated new levels of future growth. City staff emphasized that the relatively compact study area meant that future growth and development would not be continuous and ongoing, and that the relative scarcity of downtown sites meant that a total amount of redevelopment could be reasonably estimated. These added development amounts are summarized in Table 3 below.

Table 3: Assumed amounts of added development in estimating future parking demand

Land Use Type	Amount of Additional Development	Assumed Parking Ratio
Office	3,000 square feet, assumed to fill currently vacant space	3 spaces per 1,000 SF
Retail	5,000 square feet, assumed to fill currently vacant space	4 spaces per 1,000 SF
Restaurant	15,000 square feet	15 spaces per 1,000 SF

The study also distinguishes between the unshared demand that results from all parking facilities exclusively

supporting a single use and the real demand that reflects when different land uses truly demand their full range of parking—a dynamic influenced by operating hours and when residents are at home.

The figures on the following pages illustrate these estimated demand levels and how they compare, not only to one another but also to actual observed parking counts.

Unshared demand and real demand

It is intuitive to understand parking demand as a function of land uses and intensity: the bigger an office, the more dwelling units an apartment building has, or the more seats a movie theatre has all mean those uses should demand more parking. However, each of these uses is active during certain windows of the day: residents of an apartment building, by and large, are not present throughout the business day while they are at work or school. Employees and visitors at offices tend to be in the office space during those same times, and active periods at dining and entertainment uses are driven by meals and evening social times.

Since parking is a means of access, its use also varies throughout the day for individual uses. If communities build the parking they need for these most active times, they often end up with more parking than is needed. The parking utilization maps shown in Figures 2 through 12 reflect this having happened—many facilities are not ever highly utilized, and even some of those that are see their levels of use change throughout the day.

Instead of viewing parking demand in this manner, it is useful to consider the real demand that reflects when different land uses are active and when parking demand would be expected there. As shown in Figures 13 and 14 on the following page, the difference between unshared and real demand estimates is often significant—in Norcross’s case, real demand is only around half to two-thirds of what would be expected based on unshared demand.

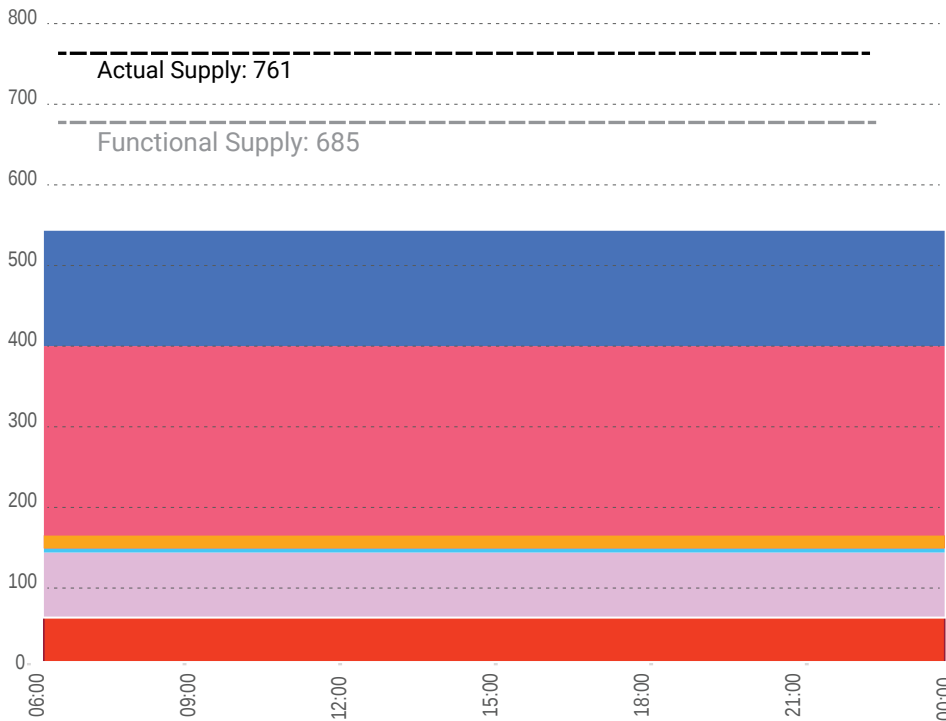
Adding the new development amounts shown in Table 3 and using the assumed parking ratios—which included especially conservative estimates for restaurant uses to account for a high amount of restaurant-based parking demand, as suggested in this modeling exercise—the study still determined that a large amount of surplus parking remained from the existing supply.

Even when the large parking owners are discounted, downtown retains a large amount of surplus space compared to how real parking demand is expected from its current land uses. However, it is much closer, and this counts parking at the edges of the study area (which is geographically remote from the downtown core area of high parking demand).

Figure 13: Existing Parking Demand Estimates

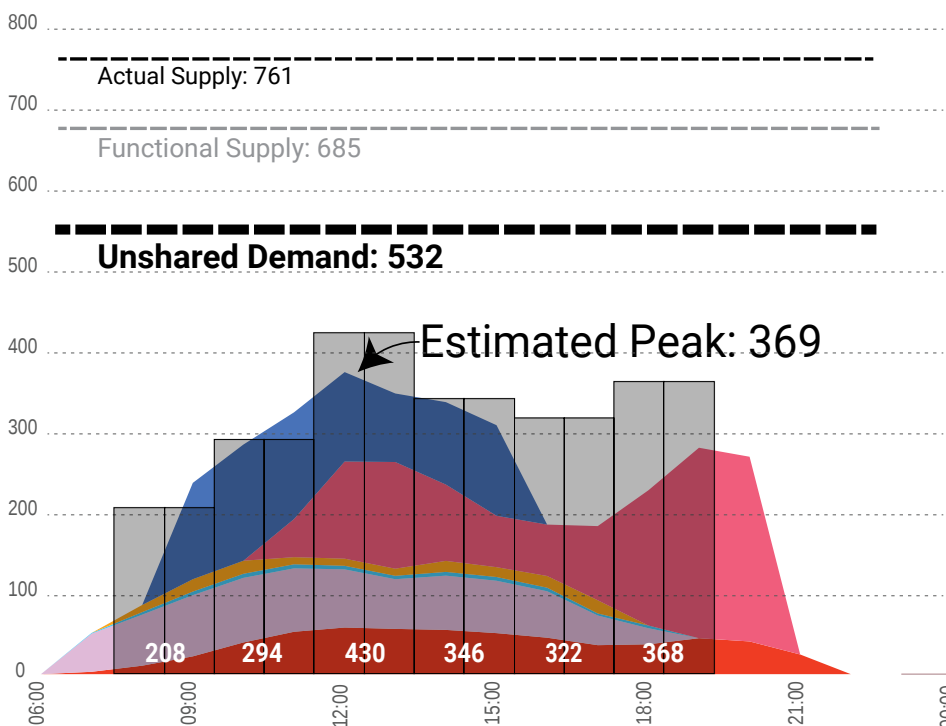
Estimated Need Based on Observed Land Uses

Unshared Parking: If parking were provided exclusively for each land use



When all land uses are considered for the area and parking is assumed to be provided based exclusively on the typical needs of each use, downtown still has a gap of approximately 230 spaces.

Real parking demand based on how demand shifts among different uses

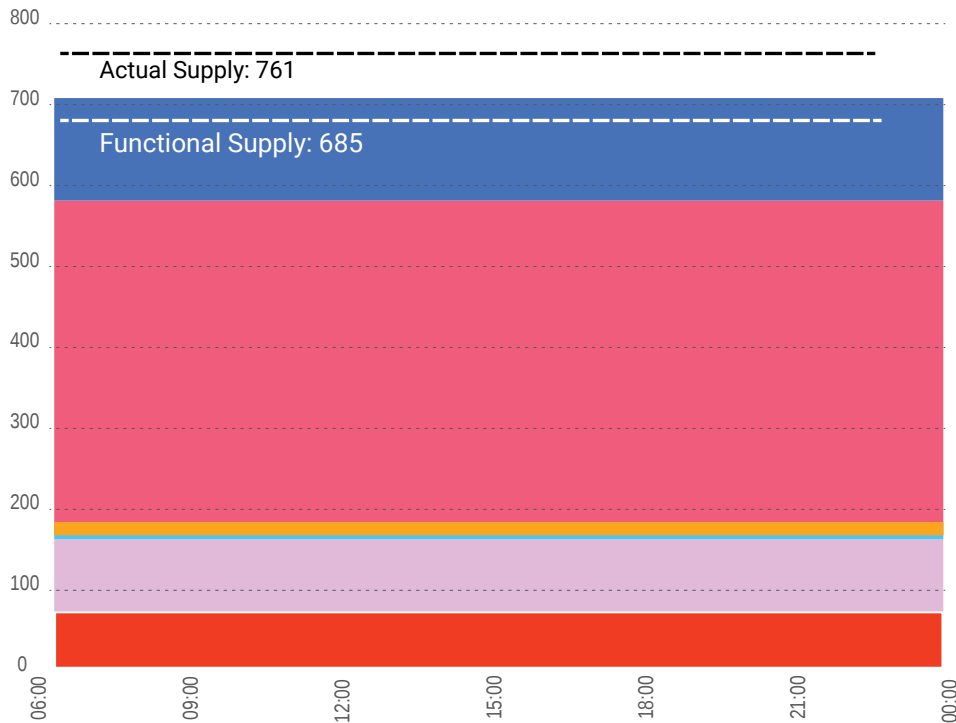


However, true parking demand occurs dynamically throughout different times of the day based on when each land use is active. The peak is the highest occurrence of these combined uses, which in downtown happens around lunchtime. Note that observed parking occupancy (shown in gray bars) is higher than the estimate, pointing to a high parking demand for restaurant uses.

Figure 14: Projected Future Parking Demand Estimates

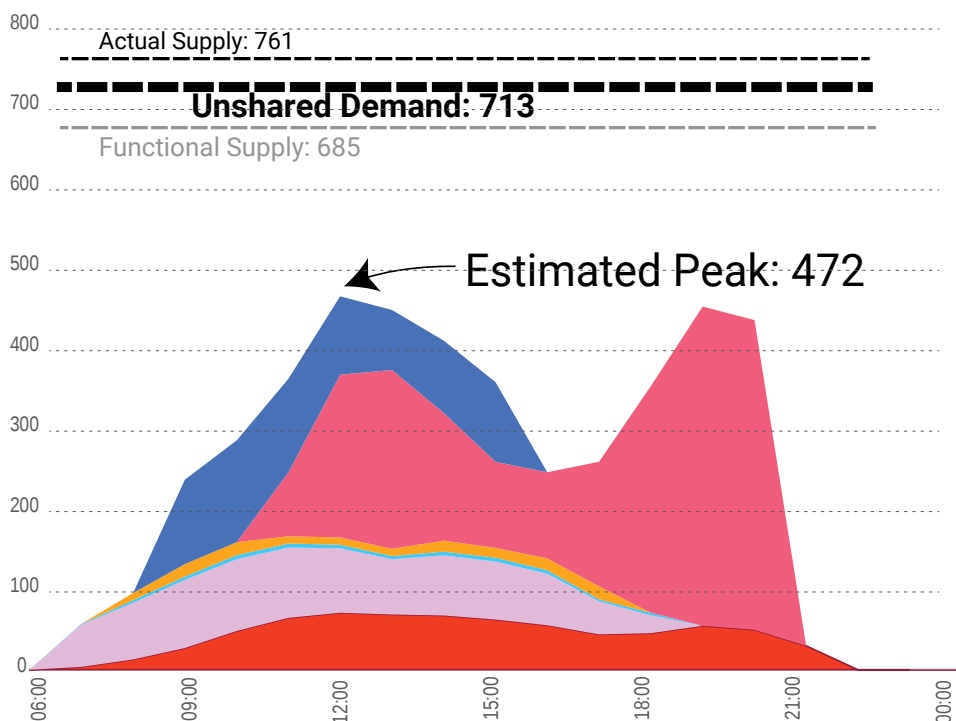
Based on estimated downtown growth, with no projected additions to parking supply

Unshared Parking: If parking were provided exclusively for each land use



Adding up to 15,000 square feet of restaurant space and filling vacant office and commercial space is expected to increase the unshared demand, and if no parking is added this comes close to exhausting supply.

Real parking demand based on how demand shifts among different uses



New uses operate at different times, however, and allow an offset in parking demand from other downtown uses. This suggests that there is still ample inventory to fit these new uses, though more of the existing spaces will need to be made more readily available—and known to customers.

Despite this surplus when all of downtown's parking is considered as an aggregate, the study team's stakeholder discussions and observation of field conditions underscored that certain locations face parking challenges due largely to inability to access certain facilities. This is due either to these spaces being off-limits for public use, as in the case of a small number of businesses and the Postal Service vehicle maintenance facility, or a much greater distance from the spaces to desired destinations.

Findings Summary

Overall, the study found that downtown Norcross experiences regular underutilization of parking facilities and an estimated amount of parking demand significantly below available parking supply. Both of these findings suggest that downtown does not face a critical shortage of parking and a need to add more supply today. Although large amounts of the parking are not available to the general public, there is nonetheless opportunity in such consistently low rates of utilization at many facilities throughout the day. The City controls one of the largest such underutilized facilities with the City Hall surface lot and already makes this available for public use, although it is not used on a typical basis at more than 60 percent. The City may be able to enter into agreements with owners of private spaces as well, allowing these to be used for at least portions of the day when there is demand in other parts of downtown.

There is also opportunity to better manage spaces that are highly utilized, as these are located immediately adjacent to the businesses and restaurants of downtown that attract many visitors and make up an important part of the downtown economy. Field observations during the study's utilization counts—along with plentiful anecdotal accounts from stakeholders and City representatives—show that motorists regularly circle around high-demand parking locations along South Peachtree Street and wait for spaces to open, even though they are close to plentiful available spaces in other locations. Applying management approaches to these spaces can help to preserve availability and make sure that the desired users of the spaces—visitors and customers who spend money in downtown businesses and contribute directly to its economy—are able to find parking in these locations.

Near-Term Recommendations

The study recommends that Norcross does not have an immediate need for adding new parking to its downtown, especially for expected growth. However, there is an opportunity for good management practices to be applied today, and these will prepare the City for more efficient use of any new parking supply that it may add in the future.

It is important for Norcross to consider new development review and management approaches to ensure that downtown's continued growth can meet its travel and parking demand. Much of downtown's parking addition will come through private development. The study's recommendations provide management strategies for public parking supply, and are based on six key themes as identified below.

Recommendation 1

Performance-based parking program

The City of Norcross should adopt and implement a performance-based parking program. Performance-based management adjusts rates and regulations to make it as easy as possible to find a parking space. The two primary stages of regulation—time limits and price—should each take effect when downtown facilities reach an appropriate level of use, as described in Table 4 on the following page. Consistent availability, not additional revenue, is the central goal.

The “right price” is always the lowest price that will achieve an availability target. Adjusting rates over time—up where demand is higher and down where demand is lower—will allow Norcross to better distribute parking

demand across its downtown and make more efficient use of existing spaces. In general, the City should treat its on-street spaces as its most valuable, as these provide critical customer access to retail businesses in a manner that is convenient and desirable; off-street parking should provide a cheaper, long-term option for visitors who still want convenience but wish to stay for longer periods.

The additional recommendations detailed in the following subsections provide more detail on this program.

Recommendations 2 and 3 are based on application of pricing to some of downtown's spaces, which represents a significant change for Norcross.

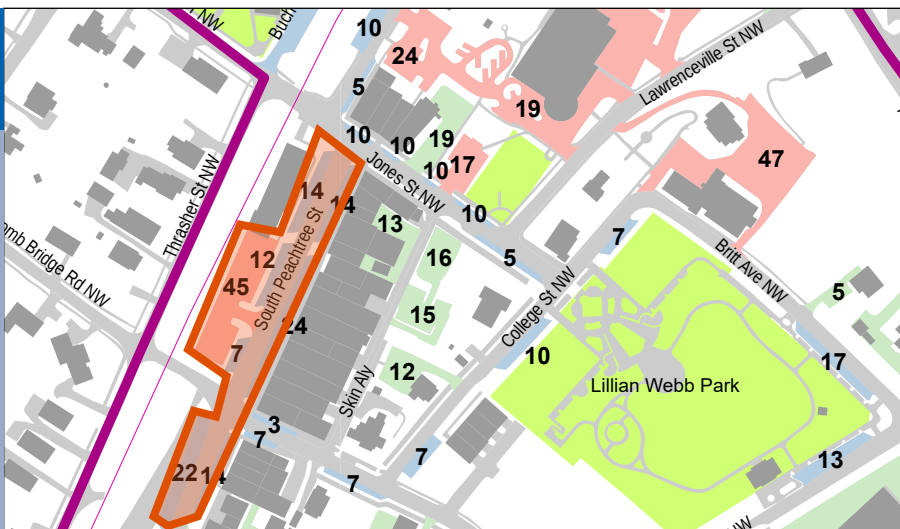
Recommendation 2

Time Limits on South Peachtree Street

Observed parking utilization in the downtown core is often very high (and full in some locations): this includes on-street parking along South Peachtree Street and Thrasher Street. The study recommends a pilot application of time limits, allowing adjustment to the maximum length of time allowed to suit business needs. This time should not be less than two hours or greater than four hours, and the City may wish to try different time limits to determine which works most effectively to manage demand.

Figure 15: Recommended Zone for Time Limits

The study recommends beginning with South Peachtree Street's on-street and off-street spaces as pilot programs for implementing time limits. These fall within the utilization thresholds of Recommendation 1 (shown in Table 4 on the following page). This affects over 150 spaces.



If utilization levels remain at current levels even with time limits, the study recommends moving toward pricing, using pay station meters to allow payment for an entire group of spaces at once. Cities using pay stations typically install one of these stations per uninterrupted block-face, meaning that each group of parking spaces separated by a driveway or cross street can have one meter.

Pay station meters can also be used for off-street locations as a lower-cost way of managing payment, and this may be considered for the Railroad Depot lot if the City observes continued patterns of high use there.

In locations where pricing is applied, no time limits are necessary. This is to allow price to function as an effective provider of parking availability and allowing customers wishing to pay for use of downtown's most valuable spaces to do so. It is also intended to counteract the imposition of price, which typically generates concern among stakeholders (especially businesses).

On-street parking in the core of downtown has a higher level of demand than parking in surrounding locations. Pricing should reflect this, and this means that on-street pricing on South Peachtree Street should be higher than pricing rates in other on- or off-street parking areas surrounding the downtown core.

This also involves providing staff the administrative authority to set parking prices up to a certain amount, and the study recommends beginning this level at \$1.00 per hour, which allows staff to make rate changes based on observed demand. Staff will receive Council approval to adjust rates, but it will not require a full change to City ordinance.

Table 4: Thresholds for Applying Regulations

Facility Type	Proposed Time Limit Threshold	Proposed Pricing Threshold
On-Street Parking	Utilization on an entire block surpasses 75% for at least 6 hours per day	Utilization on an entire block surpasses 85% for at least 6 hours per day
Off-Street Parking Lots	Utilization surpasses 75% for at least 8 hours per day	Utilization surpasses 85% for at least 8 hours per day
Off-Street Parking Garages (if added in the future)	No threshold; time limits not used	Utilization in public spaces surpasses 85% for at least 8 hours per day

Recommendation 3 Establishing a Monitoring and Reporting Schedule

The City will need to update its data to understand when proposed management thresholds are met and when to apply them. The parking study recommends a regular review of utilization along with ongoing parking enforcement responsibilities to be able to periodically adjust its management schedule. This is detailed in Table 5 below.

Overall, this data collection and updating effort is concise and easily managed. One person from the study team took each 'round' or interval of utilization counts in typically less than one hour, allowing updates to be taken in a single day and within the course of a regular workday.

The study recommends that counts be taken regularly to reflect seasonal changes, track the change in parking behavior due to changing land uses and other activities, and to strengthen an overall understanding of historic trends.

The following basic guidance, similar to that used for counting vehicle traffic during typical traffic studies, should be considered for performing utilization counts:

- Typical weekdays should be selected from Tuesday through Thursday. Avoid Mondays and Fridays as these tend to be out-of-ordinary days in employee attendance, appointment schedules, and other drivers of parking demand.
- Review opening times and consider extending counts to reflect them. For example, the study did not

Table 5: Monitoring and Reporting Schedule

Facility Type	Collect Utilization	Revisit Regulations
On-Street Parking	Every 3 months	Every 6 months
Off-Street Parking Lots	Every 3 months	Every 6 months
Off-Street Parking Garages (if added in the future)	Every 6 months	Every 12 months

count 8 AM to 10 AM on Saturday as few downtown establishments are open in those hours, but also did not count past 8 PM.

- Although the study focused on typical non-event days, the City should consider taking counts on major event days as well to understand how the same parking facilities are used during periods of high demand.

In addition to taking these counts, City staff should also prepare reports for Council to explain parking trends and provide formal recommendations for how regulations might be updated. A key component of a performance-based system as described in Recommendation 1 is to use utilization targets as the basis for regulation—not simply locations understood to have high use or where groups or individuals have petitioned the City for a form of regulation.

As discussed in Table 5, regulations should be revisited at least twice per year, meaning that staff should prepare reports to the City Council on a similar basis.

Recommendation 4 Create a Shared Parking Program

Shared parking programs maximize use of existing parking facilities, reduce the overall need for additional parking, help reduce congestion, facilitate more walkable, safe, and active downtowns, and ensure more efficient use of public dollars. Better use of existing and available facilities is crucial to ongoing downtown success and growth.

The City should create and pilot a shared parking program based on a two-tiered approach: a first tier in which the City uses its knowledge and regularly updated parking count information to help offer or ‘broker’ shared parking agreements between private developments, and a second tier in which the City or other entity manages private parking as “public” parking.

For the first tier, the City would help development applicants and existing businesses searching for additional parking to find sharing agreements. Some private property owners may wish to share all or a portion of their parking, but would prefer to share with other private entities, such as a specific employer or business, and have a third-party operator manage their parking. To support private-to-private agreements, the City could proactively offer ongoing technical assistance to both parties.

Potential elements include:

- Parking database, connecting parties to each other
- Educational materials about benefits of shared parking
- Sample language and agreements
- Cost and revenue sharing information

As downtown continues to develop, the City or another entity (such as a parking or development authority) could take an additional step and lease (or purchase) underutilized parking from private owners, making this available to the public similarly to the City-owned lots and garages. Under such an approach:

The City or other entity would directly lease parking from a private facility for use as public parking.

The entire facility, or portion of the facility, would be open for public use. Public use could be restricted to certain hours/days, depending on tenant needs.

To incentivize participation, the City or other entity would collect revenue during the public hours. Any net revenue could also be shared as part of the agreement.

Ongoing data collection should be required to facilitate performance-based management of the downtown system.

Recommendation 5 Invest in Wayfinding and Navigational Assistance

With the proposed performance-based program in Recommendation 1, signage and wayfinding will be especially important to communicating pricing, regulations, and parking availability. Coordination with major parking owners, such as the City, Carlyle House, and the future library, should be a priority. At a minimum, the City should work with these major partners to ensure that signage provides consistent information and functionality.

With a majority of downtown Norcross's off-street parking spaces on private properties, the full impact of a wayfinding program will be limited without private sector participation. Signage and wayfinding make up a core component of communicating the performance-based management program. For example, street signage should be used to display pricing tiers and level of availability for multiple parking options so that drivers can make an informed parking decision.

Existing locations that allow public parking, such as the City Hall lot, already feature parking signage. However, users appear to see this as insufficient to overcome the distance from downtown destinations, as many of these spaces are not highly used, even during peak demand periods. This points to a need to continue investing in sidewalks, streetscapes, and other enhancements to the built environment to allow users to perceive all parking in downtown as seamlessly connected.

The City may also consider partnerships with technology providers, especially smartphone application vendors, to provide information on parking supply and availability. This is not proposed as a key part of this recommendation,

Figure 16: Existing Signage



however, as downtown Norcross's relatively small parking inventory and the costs associated with maintaining an information technology program such as these may not point to a cost-effective solution in the near term. Nonetheless, as

Recommendation 6

Bring Customer Friendliness to Enforcement

With regulation comes an added need for enforcement. Today, the City enforces parking almost exclusively for public safety violations, such as vehicles abandoned in a space, blocking of driveway access or fire hydrants, or other similar circumstances. With no time limits or prices, there is no system for enforcement and citation of basic parking use.

It is important to take an 'ambassador-focused' approach to parking enforcement when beginning this program. Customers, and especially businesses, are already likely to have concerns about the impact of parking regulation on their access to downtown destinations and the willingness of users to come downtown.

Specific actions for the City could include:

- Adopt specific guidelines for downtown parking enforcement, articulating that the primary goal is to meet the adopted parking availability targets.
- Evaluate enforcement zone boundaries, ensuring they align with performance-based pricing zones.
- During roll-out of the performance-based program, implement a grace period in which warnings are issued instead of citations. Prepare promotional materials that explain proper parking, give directions to longer-term free parking without regulation, and advise customers of all options for getting downtown.
- Update guidelines for enforcement officers that formally prioritize an Ambassador approach in which officers also provide mobility information to the public.
- Review citation data when parking utilization counts are underway and identify key trends.

Future Considerations

Future needs for parking would be a sign of continued revitalization and interest in Norcross's downtown, though the City should use management recommendations to guide how parking serves that growth.

In addition to the recommendations discussed previously, the study also proposes a series of best practices in parking management that can provide guidance for current and emerging issues that the City faces with downtown parking. These may not all be critical issues today, though they are provided here so that the City has a resource guide if parking needs and challenges evolve into the future. In particular, downtown Norcross's transition from an environment where businesses and establishments provide and use their own on-site parking to one that relies more on centrally-located parking in a more walkable area points to the need for different management techniques.

However, the parking study update also considered two potential sites for parking structures, should these be needed in the future, and outlines how these two sites may be expected to add parking supply to the downtown. It is important to consider the current amount of development planned for downtown Norcross, and specifically the type of land uses—a small amount of retail and office uses to occupy currently vacant space, and up to 15,000 square feet of new restaurants. Although these were estimated to generate demand for over 200 spaces during their peak times, the peak times for these uses focus heavily on daytime hours and suggest that any new parking constructed to serve them would be underutilized at night. To this end, this section also provides guidance on what kinds of land uses could help to support the overall parking supply in downtown to better utilize it and maximize economic return on any public investment in these facilities.

This section organizes a series of best practices around three principal issues:

1. Management of lots and future garages to preserve availability of public parking spaces;
2. Balancing parking impact and need with a walkable downtown, including a discussion of the concepts for potential future garages that the study explored; and
3. Making parking a sustainable function of the City government.

The intent of these best practices is to provide the City with additional information as parking evolves in downtown, moving past the immediate issues that the study addressed.

Management techniques for lots and future garages

Recommendation 1 in the previous section outlined a series of steps and thresholds for implementing more advanced degrees of management, all driven by levels of availability. However, there are several management techniques that may be used for current facilities in conjunction with these recommendations, all intended to ensure availability and promote customer satisfaction with the City's parking system.

Ongoing Utilization Surveys and Reporting

As discussed in Recommendation 3, establishing an ongoing schedule for reporting will allow the City to make more informed decisions as parking demand dynamics continue to evolve. The City should use its own staff, ideally its parking enforcement staff, to collect regular utilization count updates.

In addition to basic occupancy, the following are key data elements that the City may wish to understand:

- **Duration of stay:** the utilization counts in this study only counted numbers of occupied spaces during each collection period, and that number was used to represent the entire period. Understanding the length of stay in different parts of downtown is useful for setting time limits and price according to observed parking patterns.
- **License plate information:** the City can better understand the origins of its parking customers with license plate reader surveys of parking activity, matching these to a database to understand basic location information (such as ZIP codes). High concentrations of customers from nearby locations can help the City to explore the most appropriate options for accommodating visitors as downtown continues to grow. For example, new parking facilities may not be as cost-effective as shuttle or transit service that can serve a nearby residential population.

Partial Reservations

In general, the study does not recommend that the City allow reservations of its parking for particular land uses

unless these reservations can be tailored to certain times of the day. Indeed, 24-hour, 7-day reservations create inefficiency in the parking system when the particular use that is reserving them is not in operation, and as shown in Figures 2 through 12, exclusive-use parking has already resulted in large parts of downtown's supply not being highly utilized. However, the following points may be considered:

- The City may consider requests to reserve spaces on a special basis, with applicants negotiating with the City on when and how parking will be reserved and when it will revert to being publicly accessible. However, this should continue to employ the following best practices:
- If access to reserved sections is controlled with gates or other technology, select technology that can be disabled (for example, gate arms left up) during off-hours of the reservation.
- Plan for increased enforcement of reservations, especially for the public parking customers that park in spaces that will revert to a reservation at a later hour. This is critical early in a reservation agreement so that applicants or existing uses that have made the reservation have the parking that they need.

Balancing Parking Impact with a Walkable Downtown

As Norcross's downtown continues to grow, the addition of complementary land uses representing a full range of daily needs and activities points to greater feasibility of staying in the district for all purposes. This means having work, living, dining, shopping and entertainment all within close reach. The area is inherently walkable in terms of distance, and the City is investing in downtown's public street network becoming more walkable and connected.

However, the positive effects of investment in public streets and rights-of-way may be impaired if the form and layout of private development does not also follow a more walkable direction. Parking is among the most prominent site design factors encouraging or discouraging walking, and often the simple volume of space that must be used to meet parking requirements is an impediment to pedestrians easily being able to navigate through sites.

The study explored two sites for potential future parking structures, as detailed in Figures 17 through 21 on the following pages. These are both properties that the City controls and would not require additional costs for land beyond the design, engineering, and construction. Each

text continues on page 33 after figures

Figure 17: Parking Structure Sites

Located on Mitchell Street and in the existing City Hall parking lot on Lawrenceville Street

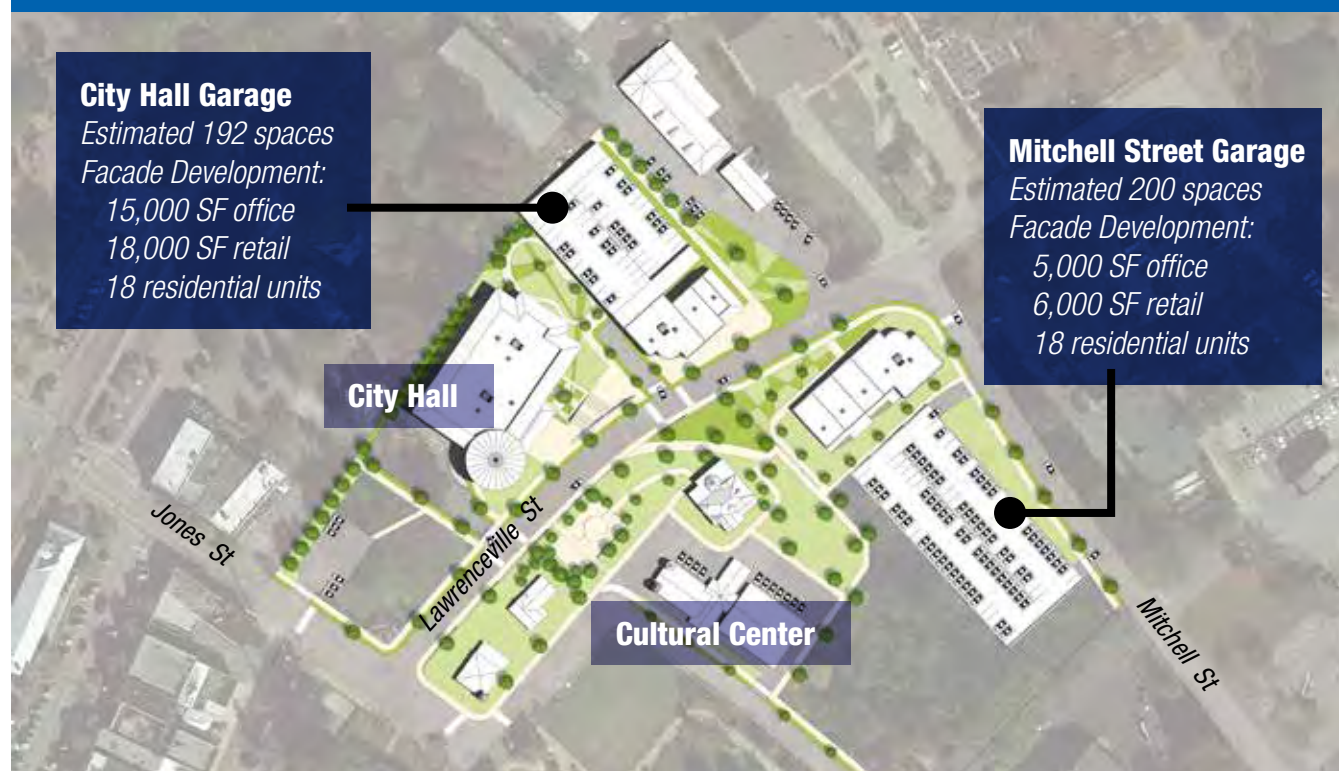


Figure 18: Parking Structure Sites and Potential Yield Explored in the Study



Figure 19: City Hall and Adjacent Parking Structure

Viewed from the south



Figure 20: Parking Structure Sites and Potential Yield Explored in the Study
Located on Mitchell Street and in the existing City Hall parking lot on Lawrenceville Street



Figure 21: Parking Structure Sites and Potential Yield Explored in the Study
Located on Mitchell Street and in the existing City Hall parking lot on Lawrenceville Street



yields approximately 200 spaces, and it is generally understood that the City would advance any future supply by building one or the other. Nonetheless, even one of these would represent a significant change to downtown's built landscape, and the study of these sites explored how the structures could be integrated with buildings and new development to allow them to better fit into downtown Norcross.

Note that in the descriptions below, two separate cost estimates are provided: one for construction only; and the other for a fully-burdened cost representing professional fees, site grading and engineering, tree removal, signage and wayfinding, and other administrative costs. For planning purposes, this is assumed to be a 30 percent factor over construction costs.

City Hall Garage

Number of Potential Spaces: 192 (3 levels)

Estimated Cost for Construction Only: \$6.05 million

Estimated Total Cost: \$7.86 million

The City Hall Lot is already used for municipal functions, including parking of police cars at the time of the study, and this parking is fully available to the public throughout the day in an effort to support downtown businesses. However, it is not heavily used, suggesting that the location is already seen as too far for some business patrons.

Construction of a new facility, estimated in the team's study illustrated in Figures 18 and 19 to provide 192 spaces on three levels in a scissor-ramp configuration, should include programmable space on the side of the lot facing Lawrenceville Street, allowing a more seamless pattern of building facades along the street and providing additional land uses that can add activity to downtown. The site study shown in Figures 18 and 19 assumes approximately 15,000 square feet of office space, 18,000 square feet of retail space, and 18 residential units on upper floors.

The site study also explored converting the front of City Hall, currently used for vehicle circulation and parking, into a pedestrian-oriented plaza that better connects the east and west sides of the building, intended to overcome what may be seen as a barrier to pedestrian connections and increased use of the City Hall site for public parking. The study also considered enhancing the existing walkway behind City Hall to connect the north side of the lot (and potential future garage) with Betty Mauldin Park and commercial buildings along Jones Street. This re-purposing of parking could likely happen without a parking structure, but should be considered as a key component to enhancing the walking experience through downtown.

Note that due to its more complex construction method, this garage is estimated to have a higher per-space cost of

\$31,500, based on comparable Atlanta-area examples from recent construction bids.

Mitchell Street Garage

Number of Potential Spaces: 200 (2 levels)

Estimated Cost for Construction Only: \$4.9 million

Estimated Total Cost: \$6.37 million

The City has also considered the addition of parking facilities along Mitchell Street south of Lawrenceville Street, intended to support the Cultural Center and potential development sites at the north end of Lillian Webb Park. This facility, as shown in the design developed by the study team in Figures 20 and 21, could yield up to 200 spaces on a two-level garage that minimizes construction cost by using separate entrances for its two levels. Because of its simpler construction method, the study assumed a lower per-space cost of \$24,500.

Similarly to the City Hall structure, the Mitchell Street garage would be developed in conjunction with residential and retail uses fronting Lawrenceville Street. It would feature a pedestrian walkway between Mitchell Street, at the elevation of the upper-level driveway, and the Cultural Center property, and the addition of spaces in the structure could even allow some of the existing Cultural Center surface parking to be re-purposed into other uses (especially permeable surfaces).

Economic Development Strategy

In either garage's case, the immediately adjacent land uses would not produce enough parking demand to justify the construction of the garage on their own, and even with the garages supporting the greater parking demand of downtown Norcross, a significant surplus remains for overall downtown parking supply.

That is not to say that the City may not ever reach a point of parking demand where new supply is justified, but it does point to the importance of advancing new supply in tandem with a strong economic development policy intended to utilize the garage to its highest practical level of efficiency. In other words, the City should focus economic development on attracting the types of land uses that would best utilize a new garage and provide maximum return on this investment in the form of increased tax base and economic vibrancy. With the approximately 200 spaces discussed in the parking concepts, this may include:

- **Residential units:** up to 200 units assuming one space provided per unit and no other parking in a structure is used outside of daytime working hours; or a lesser number if more than one space per unit is provided and some parking in the structure remains available for public use all times of the day. The City would enter into a partnership or agreement with a

developer or property management company to make these spaces available to residents in exchange for not requiring them of developers.

- **Hotel:** with a similar parking demand profile to residential uses, though with typically less parking demand per unit (hotel room/residential unit) than residential, a hotel may also be able to bring night-time demand to absorb new parking supply in off-business hours.

Parking as a sustainable part of City government

As the inventory of regulated spaces expands, so will enforcement responsibility. These added costs are part of an urbanizing downtown—the same amount of land is used at higher intensities and therefore has a greater amount of potential for economic and social vibrancy, and with this comes a greater need for supporting services and infrastructure.

However, it is important to begin developing a business model for parking by which the balance of revenues, costs and parking services are understood by the City and can be kept constant through updates to budgets, plans and decision-making. The following are potential strategies for achieving this.

Parking authorities and enterprise funds

The Georgia Local Government Authorities Registration Act (O.C.G.A. 36-80-16) of 2010 defines a series of authorities that local governments may establish for purposes of financing and administering different public purposes and functions. Parking authorities are one of these, although they are not commonly used—as of late 2018, only four are registered with the Georgia Department of Community Affairs (DCA).

Authorities function similarly to local governments in that they may manage budgets and issue bonds much like city and county governments and may be dependent on local government budget or independent. The Local Government Authorities Registration Act allows authorities to be created through local laws, which do not require enabling state legislation.

If parking continues to grow as a downtown service, Norcross may consider establishment of a parking authority, or at a minimum equipping its DDA with parking management authority to administer the program.

Payment In Lieu of Parking

Many communities in the United States allow private developers or zoning applicants to pay a local government or other authority a fee in lieu of providing parking for a

development. Although these fees vary based on parking costs, a local government's objectives for a program, and general available supply, prices are commonly set at or below the cost of constructing parking to encourage use of the program and to minimize the footprint of parking in downtowns.

Orlando, Florida, is a best-practice example of an in-lieu fee that is required of developers instead of simply encouraged: for a portion of any parking required by zoning in the city's downtown core, development applicants must pay a fee in-lieu, which provides dedicated revenue to support additional parking improvements but also reduces the impact of privately-constructed parking downtown.

Parking as an impact fee use

Georgia's Development Impact Fee Act (DIFA; O.C.G.A. 36-71-1) of 1990 allows local governments to establish schedules for and collect impact fees to offset the added infrastructure and service costs generated by land development. To levy impact fees, local governments must have an adopted comprehensive plan compliant with Georgia DCA requirements, which include a capital improvements element that lists projects for which impact fees will be applied.

DIFA restricts the categories of infrastructure and capital facilities for which impact fees may be charged, although it neither allows nor disallows parking facilities. The law's language on transportation facilities focuses instead on roads, bridges, traffic control and other components of the transportation system related to moving travel. However, at the time of the law's creation, only a handful of Georgia cities provided parking facilities that were intended to support private development and not function purely as a public amenity. Local government approaches to parking are evolving as parking construction costs increase, land becomes scarce, and increasing levels of traffic congestion in metropolitan areas point increasingly toward the importance of alternatives to single-occupant vehicle travel as a primary means of transportation.

Achieving this kind of a practice in Norcross is clearly complex and would require changes to, or at least clarification of, state statutes on how impact fee collections are to be applied. However, it will also require a shift in Norcross's policy toward growth management and development review: instead of a default approach of treating parking as a responsibility of private development that may be met through planning tools such as in in-lieu fee program, the City would use.

Greenville, South Carolina reflects a best practice of this approach, wherein the City owns and operates a large share of downtown parking and requires development applicants to demonstrate how they will provide for their parking needs.

Implementation Plan

The narrative and framework matrix on the following pages provide an overview of how the study recommends moving forward with the next steps of the plan.

Major Implementation Actions

Each of the six major near-term recommendations has an action or series of actions that the City should begin undertaking in the next three years. As these are intended to provide the City with a management framework to address current issues and forestall the need to add parking supply, they have been divided into three timeline categories:

- **Immediate term:** actions to be carried out in the first year after the study's completion and acceptance by the City.
- **Near term:** actions to be carried out in the second year
- **Longer term:** actions to be carried out in the third year

These are discussed in detail in the implementation matrix on the following pages, and any sequential relationships between an action and any prerequisite actions are identified. They are organized in terms of their recommendation, but consist of the following types of resources and actions.

Funding Resources and Revenue

In the immediate term, the City does not expect revenue generation as parking pricing and other revenue-generating management approaches should not be implemented prior to starting with time limits. Any management costs incurred should be expected to be absorbed in the current City budget.

However, the use of bonds and other public financing mechanisms may be available to offset capital costs of implementing recommendations.

Staff Resources and Costs

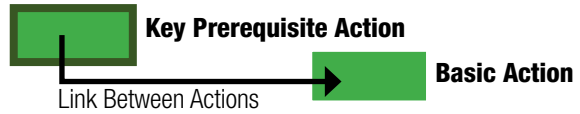
The study recommends that the City dedicate staff resources to implementation, especially for introducing enforcement along with new regulations. As the study's recommendation for enforcement is to take an ambassador-based approach as opposed to ticketing and citation, a relatively modest commitment of staff, potentially from existing staff time, may be appropriate if focused during peak parking demand times when enforcement is most important.

As more parking spaces downtown are regulated, the study recommends that the City be prepared to increase staff capacity for enforcement.

The study assumes that data collection, monitoring, and reporting can be absorbed within current staff resources with no special ongoing allocation, as these efforts are relatively modest. However, staff and City Council should determine where these roles and responsibilities should be assigned.

Capital Resources and Costs

Certain recommendations of the study add capital improvements to downtown, such as signs, wayfinding systems, and in the future potential parking meters and payment collection systems. These costs are estimated as part of the near-term implementation plan, though the study recommends that the City make inquiries with service or product vendors prior to approving budgets to reflect costs more accurately. Many of these capital costs, especially for parking payment and other technology, can vary greatly based on the scale of purchases, and installation costs may also vary based on the level of complexity involved in working with current streets and installation sites. Costs listed in the matrix on the following page have been sourced from similar studies in comparable communities and do not necessarily reflect actual costs in Norcross. Instead, they should be considered as a planning-level, order-of-magnitude estimate for budget discussion purposes.

Implementation Plan Framework Matrix*Suggested timeline for major actions*

Recommendation		Immediate Term (Year 1)				Near Term (Year 2)				Longer Term (Year 3)			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Establish staff responsibility for database management												
	Amend ordinances as needed to establish program												
2	Notify property owners and businesses												
	Order and Install signage												
	Begin enforcement program												
3	Establish utilization count schedule and staffing												
	Updated utilization counts												
	Reports to council and DDA												
	Council regulatory changes												
	Establish staff responsibility for shared parking in City development review committee												
4	Begin Carlyle House discussions for special events; weekends												
	Monitor use of new library parking for public use vs. library-specific use												
5	Install regulation signs (time limits, pricing, loading zones, etc.)												
	Commission parking-specific wayfinding study												
6	Print warnings and promotional materials												
	Select and train staff ambassador(s)												

Recommendation		Estimated Monetary Costs to City	Other City Operational Needs
1	Establish staff responsibility for database management	None	Ensure appropriate database management
	Amend ordinances as needed to establish program	None	Conventional ordinance drafting/reading/public notice process
2	Notify property owners and businesses	\$2,000 per regulation expansion (assumed printing costs)	Potential focus group/public meetings with business representatives
	Order and Install signage	See Recommendation 5 below	See Recommendation 5 below
	Begin enforcement program	\$2,000 per year (assumed printing costs)	See Recommendation 6 below (increase staff capacity for enforcement)
3	Establish utilization count schedule and staffing	None	
	Updated utilization counts	None	
	Reports to council and DDA	None	Ensure appropriate Council lead-time
	Council regulatory changes	None	
	Establish staff responsibility for shared parking in City development review committee	None	
4	Begin Carlyle House discussions for special events; weekends	Up to \$1,000/space per year (based on comparable lease costs)	
	Monitor use of new library parking for public use vs. library-specific use	None	Establish liaison for coordination with Gwinnett County Library
5	Install regulation signs (time limits, pricing, loading zones, etc.)	\$125/space (based on \$500/sign, each serving 4 spaces)	Sign shop production; Public Works installation
	Commission parking-specific wayfinding study	\$30,000 , plus fabrication/installation costs	Designate staff project manager and technical committee representatives
6	Print warnings and promotional materials	See Recommendation 2 above	
	Select and train staff ambassador(s)	Immediate term: none Near and Longer Term: \$60,000 (one staff FTE)	Use current staff (Police or Public Works) for immediate term



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6647	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	Solid Waste RFP Discussion		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Sanitation RFP](#)
2. [RFP-Solid-Waste-Recycling CON DRAFT](#)

Title
Solid Waste RFP Discussion

Drafter
Matthew Zaki



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Matthew Zaki, Public Works, Utilities and Parks Director

Meeting Date: January 17, 2023 – Policy Work Session

Item No.: 23-6647

Title: Solid Waste, Recycling, Yard Waste And Bulk Items Collection And Disposal Services Discussion

CC: Eric Johnson, City Manager

Recommendation

Staff is seeking direction from Mayor and Council to proceed with a Request for Proposal for city wide residential and Commercial Solid Waste, Recycling, Yard Waste and Bulk items collection and Disposal Services.

Background

The contract extension approved by Mayor and Council will expire August 31st, 2023. The initial contract was put in place in 2004, and there were 4 amendments to the contractor to continue services. The amendments dates are listed below:

- Initial Contract 9/1/2004
- First Amendment 7/6/2009
- Second Amendment 8/1/2011
- Third amendment 6/5/2017
- Fourth Amendment 4/2/2018

Financial impact

Upon discussion with the current contractor, it is anticipated that maintaining the same level of services will yield an increase in costs city wide.

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>

Attachment: Agenda Report- Sanitation RFP (23-6647 : Solid Waste RFP Discussion)



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Consistent with Comprehensive Plan?

Yes, proceeding forward with this RFP enforces Goal 6 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Further the City's Tradition of strong Leadership and High Level of Quality services.

Next Steps

Upon approval, Staff will post for RFP

Attachments

A1) Solid Waste, Recycling, Yard Waste and Bulk items collection and Disposal Services RFP (Draft)

Update

N/A

Attachment: Agenda Report- Sanitation RFP (23-6647 : Solid Waste RFP Discussion)

CITY OF NORCROSS

REQUEST FOR PROPOSAL

TO PROVIDE RESIDENTIAL AND COMMERCIAL

SOLID WASTE, RECYCLING, YARD WASTE AND

BULK ITEMS COLLECTION AND DISPOSAL

SERVICES

Attachment: RFP-Solid-Waste-Recycling_CON_DRAFT (23-6647 : Solid Waste RFP Discussion)

1	Invitation to Service Providers	5
2	Background:	5
3	Instructions to Service Providers.....	6
3.1	Intent	6
3.2	Examination	6
3.3	Determination of Successful Service Provider	6
3.4	Responsiveness	6
3.5	Proposal Form	6
3.6	Submission of Proposals	6
4	SECTION A - PROPOSAL SCHEDULE	7
5	SECTION B - TERMS AND DEFINITIONS	7
6	SECTION C - INTRODUCTION.....	10
6.1	General.....	10
6.2	Purpose:	10
6.3	Term of Contract.....	11
6.4	Use of Subcontractors	11
6.5	Addenda to RFP	11
6.6	Selection of Successful Service Provider.....	11
6.7	Cost of RFP Preparation and Negotiation:	11
6.8	Disclaimer	11
6.9	No Lobbying	11
7	SECTION D - Scope of Services	12
7.1	Service Requirements.....	12
7.1.1	Service Provision for Residential Collection.....	12
7.1.2	Service Provision for Residential Yard Waste Collection.....	12
7.1.3	Service Provision for Bulk Waste Collection	12
7.1.4	Service Provision for Backdoor Collection	13
7.1.5	Service Provision for Recyclable Collection	13
7.1.6	Service Provision for Commercial Collection	13
7.1.7	Service Provision for City Facilities	14
7.2	Suspension of Curbside Collection	14
7.3	Collection Equipment	14
7.4	Missed Collections and Complaint Handling.....	15
7.5	Payment To Company.....	16
7.6	Public Education and Promotional Programs.....	16
7.7	Personnel.....	16
7.8	Statement of Work	16
7.8.1	Reporting.....	16
7.8.1.1	Ad Hoc Reports.....	16
7.8.1.2	Monthly Reports.....	16
7.8.1.3	Annual Report	17
7.9	Carts	17
7.9.1	Residential Specifications	17
7.9.2	Commercial Front End Load and Roll Off specifications	17
7.10	Processing Facilities	17

8	SECTION E - Fee Schedule.....	18
9	SECTION F - Technical and Fee Proposal Requirements	20
9.1	Introduction	20
9.1.1	Overview	20
9.1.2	Documents	20
9.1.3	Cover Letter	20
9.1.4	Executive Summary	20
9.1.5	Submission	20
9.2	Personnel Experience	20
9.2.1	Company Principles	20
9.2.2	Staff	20
9.2.3	Resumes	21
9.3	Approach	21
9.3.1	Project Methodology	21
9.3.1.1	Transition	21
9.3.1.2	Collection Schedule	21
9.3.1.3	Equipment	21
9.3.1.4	City Facilities	21
9.3.2	Management of Collected Materials	21
9.3.2.1	Solid Waste	21
9.3.2.2	Recyclables	21
9.3.3	Public Education	22
9.4	Company Experience/Capabilities	22
9.4.1	Experience	22
9.4.2	Capabilities	22
9.4.3	Customer Service	22
9.4.4	References	22
9.5	Company Organization	22
9.5.1	Primary Business	22
9.5.2	Records Management	22
9.5.3	Company History	23
9.6	Fee Proposal	23
9.6.1	Best Value	23
9.7	Proposal Evaluation Factors	23
9.7.1	Evaluation Method	23
9.7.2	Oral Presentations	23
9.7.3	Negotiations	23
9.7.4	Contract Formation	24
10	SECTION G - General Conditions	24
10.1	Contract Administration	24
10.2	Contract Technical Representative	24
10.3	Notice of Award of Contract	24
10.4	Execution of Contract Documents	24
10.5	Insurance	25
10.5.1	Liability	25

10.5.2	Certificates of Insurance.....	25
10.6	Quantities	25
10.7	Indemnification	25
10.8	Performance Bond.....	25
10.9	Bid Bond	26
10.10	Notice To Proceed	26
10.11	Liquidated Damages	26
10.12	Suspension Or Termination of Services.....	27
10.13	Transition Services Upon Termination	27
10.14	Assignments.....	27
10.15	Laws And Regulations	27
10.16	Force Majeure	28
10.17	Notice And Service Thereof.....	28
10.18	Schedule, Reports and Records.....	28
10.19	Changes In the Contract.....	29
10.19.1	Changes in the Service.....	29
10.19.2	Changes in Fee.....	29
10.19.3	Changes in Contract Period.....	29
10.20	Payments And Completion.....	29
10.20.1	Application for Payments.....	29
10.20.2	Certificate for Payments.....	29
10.20.3	Governing Document	30
10.21	Company's Claim	30
10.22	Contract Agreement Jurisdiction.....	30
10.23	Permits And Regulations.....	30
10.24	Business License	30
10.25	Responsibilities Of the Company.....	30
10.25.1	Company's Employees	30
10.25.2	Payment For Labor and Materials.....	30
10.25.3	Attention to Work	30
10.25.4	Employee Safety	30
10.25.5	Public Safety and Convenience.....	31
10.25.6	Cooperation in Disasters	31
10.25.7	Disposal Facilities	31
10.26	Compliance With Laws.....	31
11	Section H - Representation.....	31
11.1	Non-Discrimination.....	31
11.2	Drug-Free Workplace.....	31

Residential and Commercial Solid Waste, Recycling Collection and Disposal Services

1. Invitation to Service Providers

The City of Norcross, Georgia will receive sealed technical and fee proposals until April 2, 2023 for the above referenced services which are described in the schedules attached hereto. The city invites service providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP).

A pre-proposal conference has been scheduled for **11:00 am** on **February 17, 2023**, in the Department of Public Works, Utilities and Parks building located at **345 Lively Ave, Norcross, GA, 30071**. All Service Providers who intend to submit a response are required to attend the pre-proposal conference. Any questions and/or specifications that may need clarification should be submitted in writing, according to the attached schedule, and forwarded to the contact information below. It shall be the Service Provider's responsibility to seek clarification as early as possible prior to the opening of Proposals.

The envelopes containing the Proposal must be sealed and addressed to:

City of Norcross
Public Works, Utilities and Parks Department
Attn: Matthew Zaki, PE, CFM
345 Lively Ave
Norcross, GA 30071

and plainly marked **"Proposal for Residential and Commercial Solid Waste, Recycling Collection Yard Waste and/or Bulk item and Disposal Services."** The envelope must bear on the outside the name of the Service Provider, the Service Provider's address and the number assigned to this RFP. No Proposal may be withdrawn or modified in any way after the deadline for Proposal openings. No faxed or electronic submissions of Proposals will be accepted.

Proposals will be publicly opened and only the name(s) of those Service Providers responding, and fee Proposal will be mentioned.

Proposals must be valid for ninety (90) days following the opening date.

The Service Providers' response shall include a technical Proposal and fee Proposal with all other information requested in this Request for Proposal (RFP). The fees shall be the full cost per Unit per month to the City.

The City may request additional information by Service Provider, including a presentation if needed, to clarify elements of their bid Proposals. The City also reserves the right to make independent investigations as to the qualification of each Proposer, including contacting existing customers or site visits to existing operations.

The City reserves the right to reject any or all proposals, waive technicalities and make the award in the best interest of the City.

2. Background

The City currently operates its solid waste and recycling collection and disposal services through a contractor. The City of Norcross has a population of approximately 24,500. The City has a utility customer base of approximately **(4,479 Residential customers and and 00,000 commercial**

properties.

The City is currently being billed for **4,479** residential accounts. Out of those accounts, **38** have one (1) or more additional carts. The city is currently billed for **96** roll off containers and **20** Compactors (a combination of 12-yd, 35-yd, 40-yd)

3. Instructions to Service Providers

No Service Provider's employees or anyone representing the Service Provider shall contact by any method any City staff or elected officials from the date the RFP is advertised until the time of official award. The only method of contact allowed is via email to the contact listed in the RFP. All questions or comments will be addressed by addenda.

3.1. Intent

It is intended that the Instructions to Service Providers, General Conditions and Detailed Schedules/Specifications shall define and describe the complete services to which they relate.

3.2. Examination

The Service Provider is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Service Provider of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

3.3. Determination of Successful Service Provider

The contract will be awarded, if awarded, to the most responsive and responsible Service Provider according to the criteria provided for in Section D of this RFP.

3.4. Responsiveness

The City will consider the degree to which each Service Provider has submitted a complete Technical and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

3.5. Proposal Form

Proposals shall be submitted on the Schedule Forms included herein. The Service Provider will submit three (3) copies of its technical proposal and one (1) copy of its price proposal.

3.6. Submission of Proposals

Proposals received after the scheduled bid opening time and date will remain unopened and will not be considered. The Service Provider shall package and seal its proposals so that they are not damaged in mailing. Technical and Fee proposals are to be packaged together in the same envelope but sealed separately. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the Proposal.

The following address should be used on the outside of the envelope containing the proposals:

City of Norcross
Public Works, Utilities and Parks Department
Attn: Matthew Zaki, PE, CFM
345 Lively Ave
Norcross, GA 30071

4. SECTION A - PROPOSAL SCHEDULE (Will be updated per Mayor and Council input)

Table (1)

Activity	Time	Date	Responsible Party	Duration
Advertise and distribute request for proposals		2-10-2023	City	Day 1
Pre-Proposal meeting	11:00 AM	2-17-2023	City	Day 8
Submission of questions concerning RFP (via email)	5:00 PM	2-24-2023	Service Provider	Day 15
Summary of questions and responses distributed		3-3-2023	City	Day 22
Submission of Proposals	2:00 PM	3-17-2023	Service Provider	Day 36
Award Contract (Approximate date)		5-1-2023	Governing Body	Day 81
Contract Begins		9-1-2023		

5. SECTION B - TERMS AND DEFINITIONS

- **Annexed Area:** Refers to any area contiguous to the Contract Area that is added to the boundaries of the City of Norcross by any method of annexation
- **Billing Month:** means the calendar month in the Term beginning **September 01, 2023**
- **Bulk Waste:** Large furniture and other waste materials other than construction debris (C&D Material), or hazardous waste with weights or volumes greater than those allowed for 95-gallon carts.
- **C&D Material:** Waste materials generated by the construction, remodeling, repair, or demolition of residential, commercial, or other structures
- **Cart:** A receptacle, not to exceed 95 gallons, with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** The City of Norcross
- **City Employee:** An employee of the City subject to its personnel policies
- **Collection Schedule:** Refers to the defined days of collection authorized by the City
- **Commercial Hand Load Customer:** All commercial premises utilizing a cart for the placement of their solid waste for collection by contractor
- **Commercial Premises:** All non-residential Premises, public or private, require solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.
- **Commercial Solid Waste:** All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C&D Materials, excluding Hazardous Waste.
- **Contractor:** Refers to a Service Provider that has been selected by the City to provide the Services required by this RFP.
- **Contract Area:** Refers to the area(s) of the City, including any Annexed Areas, within which services will be provided by the Service Provider, during the term of the Contract and any extensions, if granted.
- **Contract Documents/Agreement:** The Request for Proposals, Instruction to Service Providers, Definitions, Contractor's Proposal, the contract, the contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- **Contract Monitor:** Refers to a City employee(s) who observe the operation of the

Collector's Refuse and Recyclables, Yard Waste and Bulk items services to ensure that such services are performed in compliance with the contract agreement and City Code.

- **Contract Representative:** Refers to a City employee who receives monthly tonnage reports from the Service Provider
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a City street or State or Federal highway
- **Customer:** Refers to the recipient of collection services, specifically referring to the resident in the Contract Area
- **Department:** A unit of the City government that encompasses similar staff function, purposes, and goals and operates under the direct supervision of the Public Works, Utilities and Parks Director.
- **Disposal Site:** A refuse depository including but not limited to sanitary landfills transfer stations and waste processing/separation centers licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.
- **Drop Box:** An all-metal container, with lidded or non-lidded cover, of not less than ten cubic yards, or more than fifty cubic yards in capacity.
- **Effective Date:** Refers to the date found on the first page of the Contract as the date that the Contract between the City and the Company is in effect.
- **Evaluation Committee:** Refers to a committee, as appointed by the City, responsible for determining the best Service Provider for the Services described in this RFP.
- **Extraordinary Circumstances:** Defined as a significant event or condition(s) that result in excessive amount of debris as determined by the City.
- **Fee:** A dollar amount inclusive of all Service Provider's costs (overhead, insurance, labor, equipment, advertisements, etc.) general and accounting, and profit charged for a specific service(s)
- **Hazardous Waste:** means materials (whether solids, liquids or gases) which constitute an hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- **HDPE:** High Density Polyethylene – Colored or opaque plastic used in laundry product bottles and milk jugs (aka, No. 2 Plastics)
- **Holidays:** means holidays observed may be the same as listed in Personnel Rules and Regulations which are listed in section 7.2 suspension of curbside collection
- **Landfill:** means a disposal site for disposing of municipal solid waste
- **LDPE:** means low density polyethylene, a type of plastic resin (aka, No. 4 Plastics)
- **Missed Collection:** Refers to a properly prepared Refuse or Recyclable, Yard Waste and/or Bulk item not picked up on the scheduled collection day.
- **Mixed Paper:** Includes the following: Magazines, junk mail, phone books, bond or ledger grade, cardboard, and paper board packaging. This does not include tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.
- **Multi-Family Unit:** Individual residential units in a multi-family structure (i.e., apartment building) which units are not separately owned, but are owned by one common entity, for which refuse collection using dumpsters and recycling using drop-off carts, is deemed appropriate.

- **NTE:** Amount of fee Not To Exceed regardless of the number of transactions ordered
- **Open Top:** An all-metal container, with lidded or non-lidded cover, of not less than twenty cubic yards, or more than forty cubic yards in capacity.
- **PET:** “Polyethylene Terephthalate” – Clear plastic used in some household cleaning product bottles, as well as soda, water, and sports drink bottles (aka, No. 1 Plastics)
- **Plastic:** Includes HDPE, LDPE and P.E.T. containers.
- **PP:** means polypropylene, a type of plastic resin (aka, Po. 5 Plastics)
- **Producer:** An occupant of a residential Unit or Commercial and Industrial unit who generates refuse.
- **Proposal:** An offer or statement of a price and project description in response to a request for materials or services to be rendered to the City or its employees
- **Service Provider:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, local government, solid waste authority or any other private or public legal entity that has submitted a bid which conforms in all material respects to the requirement set forth in the RFP
- **PS:** means polystyrene, a type of plastic resin (aka, No. 6 Plastics)
- **PVC:** means polyvinyl chloride, a type of plastic resin (aka, No. 3 Plastics)
- **Recyclables:** means materials designated by Service Provider to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facility. Recyclables do not include Hazardous Waste or items contaminated with food waste.
- **Recycling:** means any process by which materials which would otherwise become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator.
- **Recycling Container:** A container suitable for on-site collection, storage and set out of source-separated recyclables at multifamily and commercial locations.
- **Recycling Services:** means the collection of recyclables from residential curbsides and from selected commercial establishments, and institutional buildings and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables.
- **Refuse:** refers to residential refuse and commercial and industrial refuse and shall mean "municipal solid waste" as defined by Georgia law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial, and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- **Request for Proposal (RFP):** Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein
- **Residential Unit:** (a) A free standing structure constructed for use as a residence by a person or group of persons comprising a family; or (b) a residential unit within a multi-family structure for which refuse collection using cards (or bags) is deemed appropriate. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- **Roll-Off Containers:** To be utilized where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. Yd., either open top or enclosed compactor type.
- **Service Provider:** Refers to a Company that has interest and the ability to provide the Services required by this RFP.
- **Single Stream Collection:** Collecting recyclable material commingled, rather than separated, by providing customers with a single container for all recyclable material. This

method increases participation as residents do not have to separate recyclable materials; waste is collected separately.

- **Solid Waste:** Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, cans, and other Solid Waste. Solid Waste shall not include discarded building materials, trees, brush, and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.
- **Staff:** refers to all employees of the Company who perform Services for the City.
- **Street:** A public or private way used for public travel.
- **Submission Date:** Refers to the date and time Proposals for this RFP are due to the City.
- **Term:** The term of the Service Provider's performance pursuant to this Agreement ("Term") shall commence on July 1, 2023 and shall continue through June 30, 2024 ("Initial Term"). Thereafter, unless either party terminates the term by advance notice no more than sixty and not less than thirty days prior to the commencement of the next Renewal Term, the Term shall be extended for an additional consecutive 24-month period ("Renewal Term") commencing on July 1, 2024. Thereafter, unless either party terminates the term by advance notice not more than sixty and not less than thirty days prior to the commencement of the next Renewal Term, the Term shall be extended for an additional consecutive 24-month period ("Renewal Term") commencing on July 1, 2026.
- **White Goods:** Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- **Yard Waste:** Refers to grass, weeds, leaves, tree and shrubbery pruning, and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

6. SECTION C - INTRODUCTION

6.1 General:

The City is advertising for qualified Service Providers to provide for Solid Waste Collection and Recycling Services for the City of Norcross.

6.2 Purpose:

The City is issuing this RFP to secure curbside collection services for residential household and commercial Refuse, Recyclable Materials, Yard Waste and/or Bulk item in the incorporated areas of the City. The RFP is also to secure Dumpster services for City facilities, parks and special City sponsored solid waste collection events. The purpose of this procurement is to achieve the following goals:

- Secure services at the lowest rate possible by consolidating and contracting for household collection services.
- Extend street and road life by minimizing heavy truck traffic throughout the City;
- Consolidate collection days to minimize the number of days materials are set out and minimize littering.
- Provide a basic level of solid waste management services to meet the waste reduction and disposal needs of residents, the City and the State of Georgia.
- Provide a revenue source for recyclables collected within the City.
- Reduce the amount of waste disposed in local and regional landfills through a robust and marketed recycling program.

6.3 Term of Contract:

The initial term of any contract awarded as a result of this RFP will be from September 01, 2023 to September 01, 2024. There will be two (2) bi-annual renewals. In accordance with Georgia Code 36-60-13, a majority of the Mayor and Council may vote to terminate the contract in a duly noticed meeting of the Council in accordance with the terms of this contract.

The successful Service Provider will not imply that the provision to extend the initial term of the contract is an obligation of the City or future Councils to renew the contract.

6.4 Use of Subcontractors:

It is understood that the primary supplier responding to this request for proposal must have the capability to undertake all the tasks outlined. The successful candidate shall not develop agreements with subcontractors in order to provide and manage the full scope of services requested by the City.

6.5 Addenda to RFP:

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than ten days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document.

The addenda will be sent only to those who have received the RFP from the City. Service Provider must acknowledge receipt of each addendum, if any, in a cover letter accompanying their proposal.

6.6 Selection of Successful Service Provider:

The Evaluation Criteria describes the criteria and procedures for evaluating proposals submitted to the City. The City will select the Service Provider that best serves the interests of the residents of the City. The City reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

6.7 Cost of RFP Preparation and Negotiation:

Service Providers participating in this procurement process and subsequent negotiations will prepare the RFP and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from the City or its advisors for the cost associated with this process. The City reserves the right to terminate the proposal proceedings at any time.

6.8 Disclaimer:

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Service Provider. The City and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

6.9 No Lobbying

To ensure fair consideration for all prospective proposers throughout the duration of the solicitation process, the City prohibits communication whether direct or indirect, regarding the subject matter of the RFP or specifications by any means whatsoever whether oral or in writing with any elected official or staff member from the issuance of specifications until Mayor and Council makes the award. Communications initiated by the proposer may be grounds for disqualifying the offending proposer from consideration of award or any future bids. The City Manager has the authority and right to contact potential proposers as needed to meet the goals of the City.

7 SECTION D - Scope of Services

7.1 Service Requirements

7.1.1 Service Provision for Residential Collection

The Contractor will collect and pick up on a weekly basis all properly prepared Refuse, Recyclables, Yard Waste and/or Bulk item and materials from each household unit on the designated collection day, provided material is placed in an approved collection container.

Any materials set out for collection that are not in an approved container will be left at the curb. Additional items or bulk items can be picked up by request and additional fees in a structure or process proposed by the Contractor. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers ten days in advance of the effective date.

The Contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor will also replace all commercial front-end load or roll off containers back in original location upon service completion.

The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Collection hours are between 7 a.m. and 7 p.m. The work will be done in a sanitary manner. The Contractor's employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented. Any leaking fluids from the trucks of the Contractor will be cleaned up within 24 hours, and notification must be sent to the City's staff member in charge of the contract.

The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, thirty (30) days in advance of the effective date.

7.1.2 Service Provision for Residential Yard Waste Collection

Yard Trimming collection service will be offered by Contractor as an optional, chargeable service to City residents. Contractor will collect yard trimmings from subscribing residences on designated collection day. The Contractor will be required to pick up all garden and yard trimmings generated at the Customer's household from the curb, provided the materials are set out based on City's Solid Waste Management Ordinance, attached herein. All vehicles used for collection of yard trimmings will be either covered or secured to prevent trimmings from being scattered or spilled. The Service Provider shall collect all Yard Waste such as tree limbs not larger than four (4) inches in diameter nor longer than four (4) feet and bundled with rope or string and stacked in piles not to exceed four (4) feet in height and four (4) feet in width and maximum 10 bags per week. Tree trunks larger than four (4) inches in diameter will not be collected. Contractor will not be responsible for the collection of yard trimmings produced by professional lawn maintenance, landscaping, or tree companies. It is the Service Provider's responsibility to properly dispose of all Yard Waste collection bags at no additional cost to the City. Each bag or container placed out for collection may weigh no more than fifty (50) pounds.

7.1.3 Service Provision for Bulk Waste Collection

Contractor shall collect Bulk Waste on an “on-call” basis to contractor, from Residential Premises one (1) time per week at curbside for an additional fee as described in the Fee Schedule. Limit 2 acceptable item per week. The occupant of the residence shall place bulk waste item curbside prior to 6 am on schedule collection day. Bulk Waste items not to exceed fifty (50) pounds.

7.1.4 Service Provision for Backdoor Collection

Backdoor service will be provided for senior citizens, defined as 65 years and older, and medically certified handicapped individuals free of charge, provided no other able-bodied person resides in the household and provided that the backdoor service has been determined to be a medical necessity by a licensed physician and approved by the City. Disabled service will be determined or verified by the City based on ownership of a Handicap Vehicle Tag, temporary or permanent, or a physician’s affidavit stating that all residents of a home is physically restricted from being able to manage a cart to the street. Company’s employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Employees will not be required to expose themselves to danger by vicious animals to accomplish collection.

A discount of all services of [REDACTED] shall be provided to all senior citizens. Currently, there are approximately [REDACTED] senior citizen account holders.

Contractor shall not charge City more for backdoor service than for curb service if the number of residents receiving backdoor service does not exceed ten percent (3%) of the total number of customers serviced under the contract.

7.1.5 Service Provision for Recyclable Collection

The Contractor will be required to pick up, on every other week basis, all approved, comingled, recyclable material generated at each household, provided material is placed in an approved collection container.

The Contractor shall collect the following recyclable materials via 95-gallon collection carts using a single stream methodology:

- Aluminum cans,
- Steel cans,
- #1 (one) through #7 (seven) plastic bottles and containers, except Styrofoam,
- All grades of paper including but not limited to newspaper, junk mail, magazines, and corrugated cardboard.

Recyclable materials shall be collected curbside bi-weekly. Vehicles designated for recycling will be either covered or secured to prevent Recyclables from being scattered or spilled.

Recyclable materials will be kept separate from refuse by customers and stored in a 95-gallon wheeled cart provided by the Company. The container will be labeled as a recycling container so that it is easily identified as Recyclables for curbside collection by the Company. All Recyclable materials collected by the Company will be owned by the Company. The Company shall deliver the single stream collected recyclables to a recycling processing center.

7.1.6 Service Provision for Commercial Collection

The Contractor will be required to pick up, all garbage and commercial trash generated at each business, provided material is placed in an approved commercial collection container.

Any materials set out for collection that are not in an approved commercial container will be left outside of dumpster. The Contractor will be free to establish routes to achieve the maximum

efficiency of operation. The Contractor will notify the business of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers ten days in advance of the effective date.

Contractor will collect all garbage or C&D Materials properly placed in front end load or roll off containers from Commercial Premises (businesses) on designated collection day. Contractor is also required to offer subscription/ elective recycling services, which shall include single stream or cardboard collection, for businesses with the City.

7.1.7 Service Provision for City Facilities

The Contractor will provide for the collection of refuse and recyclables at City facilities shown in the table below. The Company shall **provide and/or replace** roll-off containers or dumpsters for the collection of refuse at each site free of charge to the City.

Table (2)

Facility name	Address	Container type & Size
City Hall (2 off Wingo & 1 off Lawrenceville Street)	65 Lawrenceville Street	3 – 8-yard dumpsters
Police Department Maintenance Warehouse	132 Wingo Street	6-yard dumpster & 2 – 95-gallon carts
Skin Alley Merchants	61 College Street	12-yard compactor
Public Works, Utilities & Parks Building	345 Lively Ave	6-yard dumpster (Cardboard)
Public Works, Utilities & Parks Building	345 Lively Ave	30-yard Roll off (Waste) 20-yard Roll off (Glass bottle recycling) *
The Crossing Parking Lot	95 S. Peachtree Street	2–8-yard dumpster
Community Center	10 College Street	8-yard dumpster
Pinnacle Park	600 Pinnacle Ct.	8-yard dumpster
Lillian Webb Park	Off Britt Ave.	6-yard dumpster

* Contractor must provide proof of location of glass disposal site

7.2 Suspension of Curbside Collection

Curbside collection service may be suspended due to extreme weather or declared emergencies. The Company will stop all work when so directed by the City during severe weather. The Company will complete the work as soon as authority has been granted to proceed. If collection is suspended, Company will perform collection on the next regular collection day.

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Company will advertise, a minimum of three (3) times, to all customers schedule changes of holidays at least 10 days before any observed holidays. **(Company will inform the City, a minimum of two (2) times, schedule changes of holidays at least 10 days before any observed holidays.**

The City must approve any schedule changes. The following is a list of anticipated holidays:

- New Year's Eve and New Year's Day
- Thanksgiving Day and day after Thanksgiving.
- Christmas Day and Day after Christmas
- Martin Luther King, Jr. Day.
- Memorial Day
- Independence Day
- Labor Day
- **Veterans Day,**

7.3 Collection Equipment

Company will be required to use only GPS equipped rear loading trucks. Trucks shall not be older than one (1) year old at beginning of contract and rear loading trucks shall not be older than five (5) years old during any point in the contract. Company will keep all equipment in safe operating condition, in proper repair, in a clean and presentable condition. Vehicles must be painted uniformly with the name of the Company, the vehicle identification number and Company's telephone number printed on each side. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of household garbage/trash will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Company to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spilled occurred. If an address is not readily available, the Company will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Company, the damaged area is cleaned, the Company will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended, except as made necessary by loading operations. Company will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Company except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

7.4 Missed Collections and Complaint Handling

If a collection from a subscribing address is missed, the City will notify the Company who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Company will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint.

The Company will work cooperatively with the subscribing households and/or City to resolve the complaint in a timely manner. The Company will be accessible to the citizens who wish to register a complaint through local telephone service. The Company will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff that can receive record and handle complaints. Such staff will be available during regular business hours, Monday through Friday. After hours, weekends, and holidays Company must make available a local message service to record citizen complaints. The Company will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

For each complaint received, the Company is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative. The report format is to be approved by the City's Contract Technical Representative prior to the award of the contract.

The City's goal is the resolution of 98% of all complaints within 24 hours of the complaint. Should the Service Provider fail to perform in accordance with the provisions of the Agreement resulting from this proposal, the City shall deduct damages as per contract from the regular scheduled payment to the Company.

7.5 Payment to Company

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid monthly according to the terms and conditions of the Agreement resulting from this proposal.

7.6 Public Education and promotional programs

The Contractor, as a part of its proposal, shall describe the outreach, educational and promotional programs for recycling that will be provided to the City at the Contractor's expense. Contractor shall include samples of promotional and educational materials and detail any additional offered Contractor sponsored events. Any printed materials approved by the City after the contract has been executed will be provided for distribution at City Hall at the Contractor's expense. Other programs available and proposed by the Contractor will be used in the evaluation of each Contractor's proposal.

7.7 Personnel

The Service Provider will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Company's operations with the City cannot be changed without the notice to the City's Contract Technical Representative.

7.8 Statement of Work

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Company will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. The Service Provider shall perform the work as outlined in this RFP in a competent, qualified, diligent, and efficient manner. The pickup and removal of Hazardous Waste is not included in the Services.

7.8.1 Reporting

Before disposal, all garbage collected from waste generators in the City will be weighed and recorded. The Company will provide the City upon request with a monthly tonnage report that is to be delivered to the City's designated representative. The Company will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Service Provider shall be responsible for maintaining and Submitting reports on an ad hoc, monthly, and annual basis.

7.8.1.1 Ad Hoc Reports

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection Service (Refuse, Recycling, and Yard Trimmings)

- a. Complaints/resolution summary.
- b. Daily route sheet with attached disposal site weight ticket.
- c. Recycling participation.
- d. Route operational data form.
- e. Vehicle identification number.
- f. Daily staffing summary (including substitutions).
- g. Landfill tickets.
- h. Daily route sheets (including labor hours); and
- i. Disposed tonnage of Refuse and Recyclables itemized on a per-day basis.

7.8.1.2 Monthly Reports

Monthly reports shall be submitted to the City upon request within five (5) business days and shall include the following information:

- a. A cover letter that abstracts the report and highlights major accomplishments, problems, trends, and other pertinent information for the associated month.
- b. Complaints/resolution summary for the associated month.
- c. Daily route sheet with attached disposal site weight ticket for the associated month.
- d. Recycling station participation for the associated month.
- e. Tonnage summary for the associated month

Before processing the Recycling materials collected within the City, the Company will weigh and record the amount of collected Recyclable. The Company will provide the City with a monthly tonnage report upon request. The Company will maintain, for a period of five years, copies of weight tickets which are to be made available for City inspection.

7.8.1.3 Annual Report

The obligation to submit an annual report shall survive the termination or expiration of the Contract. The City may withhold payment of balances due the Service Provider at the end of the Contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Contract and shall include a compilation of the monthly reports for the associated year.

7.9 Carts

7.9.1 Residential specifications

The Contractor will offer all households in the City new 95-gallon wheeled trash container cart and a 95-gallon wheeled recycling collection cart. The carts will be at no additional cost to the City or customer. All equipment will bear the hot-stamped name and logo of both the contractor and the city. All garbage and recycling collection equipment will be maintained in good repair and appearance. The container will remain the property of the Contractor who will be responsible for replacing faulty or damaged carts to the household. If the household is deemed responsible for the necessary replacement, an appropriate fee shall be assessed

7.9.2 Commercial Front End Load and Roll off containers

The Contractor will offer all commercial premises either front end load or roll off containers depending on the need of the respective commercial business. Contractor is required to offer front end load containers in sizes 2,4,6 and 8 cubic yards and roll off containers in sizes 20, 30 and 40 cubic yards open top or 34, 35 and 40 cubic yards compactor units and must be able to provide up to 6 days per week service, Monday-Saturday.

7.10 Processing Facilities:

All Recyclable items must be recycled at an approved Recycling facility; ownership of the recyclable materials shall become the property of the single stream processor mutually agreed to by the City and Company throughout the duration of the contract and any Recyclables over 15% contaminated can be taken to landfill.

The Company is prohibited from collecting separated Recyclables from a Unit and mixing them with refuse unless the City grants prior written approval. The Company is prohibited from disposing of Recyclable materials in any landfill. The City reserves the right to make necessary and reasonable changes, revisions, additions, or deletions to the designated types of Recyclable materials collected.

The Company will not collect non-recyclable materials if they are placed into the 95-gallon recycling

carts provided for recycling. In the event that it is clear that non-recyclable materials are placed in the container, the Company will dispose the materials with solid waste collection along with providing instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

8 SECTION E - Fee Schedule

Indicate the fee for service to be charged per account per month for each service listed below. Rates must include all fees, charges, surcharges, extra and missed pick-ups.

Base Year 2023

Table (3)

Residential Collection Services	
Type of service	Monthly Charge per Unit
• Weekly <u>Solid waste service</u> from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly <u>Recyclable pickup service</u> from 95-gallon City logoed roll-carts provided by the contractor (Recyclable materials per section 7.10)	\$ _____
• Weekly <u>additional Solid waste service</u> from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly <u>additional Recyclable pickup service</u> from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly unlimited curbside <u>yard waste services</u>	\$ _____
• Weekly <u>Backdoor * Solid waste service</u> from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly <u>Backdoor Recyclable pickup service</u> from 95-gallon City logoed roll-carts provided by the contractor (Recyclable materials per section 7.10)	\$ _____
• Weekly <u>additional Backdoor Solid waste service</u> from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly <u>additional Backdoor Recyclable service</u> from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly call-in Bulk item collection.	\$ _____

* Backdoor/side door service at no additional charge for up to 3% of the total unit count that cannot physically roll carts to the curb. Costs shown are for the units exceeding the 3%.

Table (4)

Commercial Collection Services							
Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	Extra Pick up
2 yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4-yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6-yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8-yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Table (5)

Single Stream Front End load Recycling								
Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	Extra Pick up	Contamination Fees
8-yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Table (6)

Temporary Open Top Rates				
Size	Monthly Rent	Haul Charge	Disposal Charge	Delivery Charge
20-yard	\$ _____	\$ _____	\$ _____	\$ _____
30-yard	\$ _____	\$ _____	\$ _____	\$ _____

Table (7)

Permanent Roll Off & Compactor * Service Rates			
Size	Monthly Rent	Haul Charge	Disposal Charge
20-yard Open Top	\$ _____	\$ _____	\$ _____
30-yard Open Top	\$ _____	\$ _____	\$ _____
25-yard Compactor	\$ _____	\$ _____	\$ _____
30-yard Compactor	\$ _____	\$ _____	\$ _____
35-yard Compactor	\$ _____	\$ _____	\$ _____
40-yard Compactor	\$ _____	\$ _____	\$ _____

* Contractor is fully responsible for 100% expenses associated with compactor installations

Table (8)

Unlimited yard waste curbside vacuum services	
Month	Monthly Charge
November	\$ _____
December	\$ _____
January	\$ _____

Table (9)

Miscellaneous services	
Service	Charge
75 Event Boxes for Downtown events provided annually	\$ _____

8 – 95-gallon Carts @ Thrasher Park (Events only)	\$ _____
4 – 30-yard Roll off dumpsters (Recycling event) 2x year	\$ _____
8 – 95-gallon Carts @ Rossie Brundage Park (Events only)	\$ _____

9 SECTION F - Technical and Fee Proposal Requirements

9.1 Introduction

9.1.1 Overview

The Service Provider shall provide detailed information to demonstrate its understanding of the services requested.

9.1.2 Documents

The City is not interested in elaborate brochures. All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs, or other information necessary to facilitate the City's ability to accurately evaluate the proposal. Proposals may also include a compact disk including the entire Proposal in a searchable format such as Adobe Acrobat.

9.1.3 Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone, and facsimile numbers of the Service Provider along with the name, title, address, telephone, and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

9.1.4 Executive Summary

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the Project, give the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Company's Proposal, which make it superior or unique in addressing the needs of the City.

9.1.5 Submission

The Service Provider shall package and seal its proposals so that they are not damaged in mailing. Technical and Fee proposals are to be packaged together in the same envelope but sealed separately. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the Proposal. Service Providers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the "Instructions to Service Providers" section.

9.2 Personnel Experience

9.2.1 Company Principles

Provide a biographic overview of the Company's key principles.

9.2.2 Staff

The Service Provider shall provide, in this section of the proposal, a description of key staff and

personnel that will be assigned to effectively facilitate the requirements of this project. This description will include, at a minimum, the number of permanent employees, part-time employees and an organizational chart reflecting local and corporate assignments and responsibilities. Specifically, the Service Provider must identify what priority will be placed on this project and how the firm intends to provide the initial management and staff.

9.2.3 Resumes

The Service Provider shall provide, in this section of the proposal, resumes of key personnel which will be assigned to this project, both local and Corporate. Resume shall include, at a minimum:

- Position title
- Tenure with Service Provider
- Education
- Experience
- Other related information

9.3 Approach

9.3.1 Project Methodology

The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Section D, Program Services. Methods for all areas of Section D, Program Services, must be described.

9.3.1.1 Transition

The Service Provider shall provide a plan for the seamless transition of services from the previous Service Provider.

9.3.1.2 Collection Schedule

The Service Provider shall provide, in this section, its proposed schedule for household garbage, yard debris, and/or recyclable collection for subscribing households within the City.

9.3.1.3 Equipment

Provide the City with a comprehensive list of all equipment, including type of truck, year, model, equipment ID number, and vehicle tare weight that shall be used in fulfilling the contract. This must be provided at the beginning of the contract and upon the request from the City at any time during the contract.

9.3.1.4 City Facilities

The Service Provider shall further describe, in this section, its plan for providing collection services to all required City facilities.

9.3.2 Management of Collected Materials

The Service Provider will provide, in this section, the various disposal facilities it intends to use during the contract period(s.)

9.3.2.1 Solid Waste

The Service Provider will provide a list of solid waste disposal facilities and/or waste transfer stations it intends to use to dispose of waste generated within the City. The list will include the disposal facility's permit number, current address, contact person, and telephone number for each facility listed. In addition, the Service Provider must submit documentation for the facilities it proposes to use, demonstrating five years of disposal capacity for waste generated from the City.

9.3.2.2 Recyclables

The Service Provider will submit in its proposal a list of recycling facilities it will use to process the recyclables generated within the City. The list will include a current address, contract person, and telephone number of each facility listed.

9.3.3 Public Education

The Service Provider will submit a waste reduction and recycling public education plan to the City. The plan must include a copy (outline) of the public education materials the Company intends to distribute to subscribing households and identify a plan for the development and distribution of such educational materials on an ongoing basis. The Service Provider will also define the intentions of the program and indicate a philosophy of educational outreach.

9.4 Company Experience/Capabilities

9.4.1 Experience

The Service Provider shall provide, in this section of the proposal, a detailed description of similar services or contracts in which the Service Provider is presently involved or has completed during the past three (3) years. In particular, reference company experience with public entities that provide billing of Municipal Solid Waste and recyclables collection and disposal services on a subscription basis.

9.4.2 Capabilities

The Service Provider shall provide, in this section of the proposal, a description of the firm's capabilities. Any limitations relative to facilities, staff personnel, on- going projects/contracts, etc. shall be identified.

9.4.3 Customer Service

Describe the following items in your Proposal:

1. Describe the Service Provider's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
2. Describe the Service Provider's approach to total quality management, and how your current customers benefit from your service improvements.
3. Describe the Service Provider's complaint resolution procedures.
4. Describe the nature of service improvement and increase in customer satisfaction that the Service Provider has been able to achieve in environments comparable to the City 's in size and complexity.
5. Describe the methodology the Service Provider uses to handle a client's unhappy customer. How does the Service Provider regain that customer's confidence and retain their loyalty?
6. Show a company organizational chart with contacts from account manager to CEO.
7. Indicate the location of the company's headquarters and a direct contact name and number of the liaison dedicated to the City.

9.4.4 References

The Service Provider must list local government client references with a contact person and telephone number. List any local government clients that have terminated or discontinued services in the last three years with a contact person, telephone number and explanation for the discontinuation.

9.5 Company Organization

9.5.1 Primary Business

Provide, in this section, your company's primary business interest and/or operations including

organization and affiliations. Include the magnitude of your operation as it relates to this project.

9.5.2 Records Management

Describe your company's record keeping procedures in detail.

9.5.3 Company History

Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

9.6 FEE PROPOSAL

9.6.1 Best Value

The Fee Proposal is important; however, it will not be the only determining factor in the selection process. It is not the intent of the city to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

9.7 Proposal Evaluation Factors

It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Service Provider whose proposal provides the best value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City opinion, such rejection is in the best interests of the City.

9.7.1 Evaluation Method

Each proposal will be reviewed by an evaluation team from city staff. The evaluation will involve a holistic review of all material provided with a distinct interest in the following components (in no order):

Table (10)

Criteria	Points
References in Atlanta Area	20
Proven Track record of responsiveness to time limitations and deadlines (Customer Service)	10
Approach to service using technology (Trucks, hauling routes, etc..)	10
Detailed approach to sustainability approach	15
Contractor's Cost Proposal	30
Qualifications / Experience	15

NOTE: The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

9.7.2 Oral Presentations

Following the evaluation of the proposals, the City's Evaluation Team may request the top-ranking firms(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the requested Service Providers will be contacted to arrange a mutually acceptable date and time that will be promulgated by the Contract Administrator.

9.7.3 Negotiations

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Service Provider whose proposal is determined to be

most advantageous to the City. If negotiations with the highest-ranking Service Provider fail, negotiations shall be initiated with the next highest ranking Service Provider, and so on, until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

9.7.4 Contract Formation

If the negotiation process produces mutual agreement, the draft contract provided herein shall be constructed and forwarded to the successful Service Provider for execution and then to the City's Mayor and Council for acceptance. The draft contract format will be the only acceptable document for execution.

10 SECTION G - General Conditions

10.1 Contract Administration

The Contract Administrator for this Request for Proposals (RFP) is **the Public Works, Utilities and Parks Director**. The Contract Administrator shall act as the City's representative during the execution of any subsequent contract and related amendments. The Contract Administrator will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator via email at **matthew.zaki@norcrossga.net** with the subject line containing RFP No. **23-01**.

10.2 Contract Technical Representative

The Contract Technical Representative is **the Public Works, Utilities and Parks Director**. Representative shall provide the successful Service Provider direction and monitor the results within the limits of the contract's terms and conditions. Representative will decide questions which may arise as to the quality and acceptability of services performed. Representative shall judge as to the accuracy of quantities submitted by the successful Service Provider in payment requests and the acceptability of the services which these quantities represent. Representative will be the point-of-contact for developing contract changes and amendments to be approved by the City and executed by the Contract Administrator. Any technical questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative via email at **matthew.zaki@norcrossga.net** with the subject line containing RFP No. **23-01**.

10.3 Notice of Award of Contract

As soon as possible, and within 90 days after receipt of proposals, the City shall notify the successful Service Provider of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Service Provider. If an Award of Contract has not been made within 90 days from the proposal opening date or within the extension mutually agreed upon, the Service Provider may withdraw its proposal without further liability on the part of either party.

10.4 Execution of Contract Documents

- a. Within fifteen (15) days subsequent to successful contract negotiations and Mayor and Council's approval, the City shall furnish the successful Service Provider the conformed copies of the Contract Documents for execution.
- b. Within fifteen (15) days after receipt of the Contract Documents, the successful Service Provider shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State or Local authorities.

- c. Within thirty (30) days after receipt of the Contract Documents, executed by the successful Service Provider, certificates of insurance, and license(s) the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- d. Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

10.5 Insurance

10.5.1 Liability

The Company shall maintain such insurance as will protect the company from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Company or by any sub-contractor or anyone directly or indirectly employed by either Company.

Certificates of such insurance shall be filed with the City.

*The limits of insurance are as follows:

Comprehensive General Liability -The successful Service Provider shall exercise proper precaution at all times for the protection of persons and property. It shall carry approved public liability and property damage insurance with the following minimums:

- \$1,000,000.00 Bodily injury, including death, each occurrence
- \$1,000,000.00 Property Damage, each occurrence
- \$2,000,000.00 Property Damage, in the aggregate

Automobile Liability - policy covering injury and property damage \$1,000,000 Umbrella Policy - \$10,000,000

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including authorized change orders.

10.5.2 Certificates of Insurance

Certificates acceptable to the City shall be attached to the signed Contract Documents when they are transmitted to the City for execution. These certificates shall contain the statement that 'Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City, as evidenced by receipts of Registered or Certified mail.'

10.6 Quantities

None of the various City Departments or Employees, individually or collectively, shall be required to activate any minimum or maximum number of items during the life of any contract, or extension thereof, as a result of this RFP.

10.7 Indemnification

The successful Service Provider will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the successful Service Provider and anyone directly or indirectly employed by the Service Provider or anyone for whose acts any of them may be liable. In any and all claims against the City or any of its agents or employees, by any employee of the successful Service Provider, directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Service Provider or under the Worker Compensation Acts, Disability Benefits Acts or other employee benefits acts.

10.8 Performance Bond

If awarded, the Contractor shall furnish a corporate surety bond as security for the performance of the Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the contract. The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing the bond premiums is paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia. Attorneys-in fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney

10.9 Bid Bond

If awarded, the Contractor shall furnish a corporate surety bid bond as security for the prices included in the bid, good for 12 months following the due date for this RFP.

10.10 Notice to Proceed

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the City. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the City and successful Service Provider. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful Service Provider may terminate the Contract Agreement without further liability on the part of either party.

10.11 Liquidated Damages

The City reserves the right to monitor the performance of the Service Provider's duties, including the routes and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual loads or portions of loads disposed of and the Service Provider's records at any time, in order to ensure the Service Provider is not disposing of material outside the terms of the Contract. Materials disposed that are not in accordance with the terms of the Contract shall be considered a default condition. Accordingly, the Service Provider agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- a. The Service Provider must physically remove the improperly disposed of materials within four (4) hours of notification by the City;
- b. Liquidated damages in the amount of five thousand dollars (\$5,000.00) for the first occurrence of improperly disposed of material.
- c. For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1000.00) will be added to the previous amount paid (second occurrence will equal six thousand dollars (\$6000.00), third occurrence will equal seven thousand dollars (\$7000.00), etc.);
- d. The Fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
- e. Failure by the Service Provider to physically remove the improperly disposed of materials within four (4) hours of notification by the City shall be considered an additional occurrence and shall be treated accordingly.

Excessive Missed Collections may be considered a default condition. Accordingly, the Service Provider agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- a. The Service Provider shall have twenty-four (24) working hours to pick up the Missed Collection;
- b. If the Service Provider fails to meet the twenty-four (24) working hour cure period, liquidated damages in the amount of one hundred dollars (\$100.00) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
- c. Starting with the eleventh (11th) missed cure' collection in any thirty (30) day period, liquidated

damages in the amount of two hundred dollars (\$200.00) per occurrence.

The liquidated damages set forth above are not intended to compensate the City for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages' shall not preclude the City from recovering other damages which the City can document as being attributable to the above referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

10.12 Suspension or Termination of Services

The anticipated contract between the successful Service Provider and the City can be terminated based on:

- a. City electing, in writing, not to exercise any of its option periods.
- b. Failure of the Service Provider to perform based on the Service Provider's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations, or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful Service Provider. The successful Service Provider shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. Any termination of the successful Service Provider's services shall not affect any right of the City against the successful Service Provider then existing or which may thereafter occur. Any retention of payment of monies by the City due the successful Service Provider will not release the successful Service Provider from compliance with the Contract Documents.

10.13 Transition Services Upon Termination

Upon termination or expiration of the Contract, the Service Provider shall cooperate with the City to assist with the orderly transfer of the functions and operations provided by the Service Provider hereunder to another service provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Agreement, the City may require the Service Provider to perform and, if so required, the Service Provider shall perform certain transition services necessary to shift the support work of the Service Provider to another provider or to the City itself as described below (the "Transition Services") and the City shall pay for such service at the rates set forth in this Agreement. Transition Services may include but shall not be limited to the following:

- a. Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services.
- b. Notifying all affected service providers and subcontractors of the Service Provider.

10.14 Assignments

The successful Service Provider shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the successful Service Provider assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Service Provider shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

10.15 Laws and Regulations

The successful Service Provider's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Service Provider shall keep fully informed of all laws, ordinances, and regulations of the Federal, State, City and municipal

governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Service Provider shall herewith report the same in writing to the City.

The Service Provider shall at all times observe and comply with all such existing and future laws, ordinances, and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Service Provider or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Service Provider.

10.16 Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force, Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.

Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

10.17 Notice and Service Thereof

- a. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b. Any notice to or demand upon the Company shall be sufficiently given if delivered at the office of the Company specified in this proposal (or at such other office as the Company may from time to time designate to the City in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Company, be delivered to the Contract Administrator. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Company for such purposes

10.18 Schedule, Reports and Records

The Company shall submit to the City schedules, reports, estimates, records, and other data as the City may request concerning services performed or to be performed.

10.19 Changes in the Contract

10.19.1 Changes in the Service

The City may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Contract Administrator, also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. The Company shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Company believes that such order entitles a change in the fee time or both, in which event the Company shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Company shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the City shall indicate this intent in a written notice to the Company.

10.19.2 Changes in Fee

The Fee shall be changed only by a mutual agreement by the Company and the City transmitted as a Contract Amendment. The Company shall, when required by the City, furnish to the City the method and justification used in computing the change in fee as related to the services ordered, along with the percentage of total cost with the change.

The City agrees to a 2.5% annual price increase on all rates on the anniversary of the contract. The City will not accept any other CPI clauses and fuel surcharges.

10.19.3 Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described above and any other claim made by the Company for a change in the Contract Period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made. The City prefers a two-to-three-year contract period with a fixed fee.

10.20 Payments and Completion

10.20.1 Application for Payments

The Company shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to:

**65 Lawrenceville Street,
Norcross, GA 30071**

10.20.2 Certificate for Payments

If the Company has made application for payment as above, the technical representative will authenticate the application and forward it to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding

payment. After the application has been issued, the Finance Department shall pay to the Company, within 30 days, the amount covering services completed. No application for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

10.20.3 Governing Document

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

10.21 Company's Claim

No claim for additional or other compensation beyond the Fees shall be allowable unless the Company makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

10.22 Contract Agreement Jurisdiction

Company irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement shall be brought in any court in Chatham County. Company designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Company, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Chatham County and to the laws of Georgia, and in any said action or proceeding. Company hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis.

10.23 Permits and Regulations

The Company shall obtain and pay for all permits, licenses, and any other regulatory requirements, necessary for the prosecution of these services. The Company shall pay all governmental charges and inspection fees necessary for the prosecution of these services.

10.24 Business License

Company shall have a current Occupation Tax Certificate and shall furnish certificate and license numbers prior to entering into a contract with the City.

10.25 Responsibilities of the Company

10.25.1 Company's Employees

The Company shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them. The Company shall be fully responsible for the acts and omissions of persons employed.

10.25.2 Payment for Labor and Materials

The Company shall pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Company shall also pay any and all accounts for services, equipment, and materials used by them during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the City, the Company shall furnish proof of payment of such accounts to the City.

10.25.3 Attention to Work

The Company, acting through his representative, shall give personal attention to and shall manage the services so that they shall be prosecuted faithfully. When his representative is not personally

present, his designated alternate shall be available and shall have the authority to act on the contract.

10.25.4 Employee Safety

The Company alone shall be responsible for the safety of its employees. The Company shall perform the services in a manner which meets the City's responsibility under statutory and common law for the provision of a safe place to work.

10.25.5 Public Safety and Convenience

The Company shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

10.25.6 Cooperation in Disasters

The Company shall acknowledge the presence of other contractors involved in disaster response and recovery activities of the federal, state, and local government, and of any private utility, and shall not interfere with their work during times of declared disaster or a local emergency.

10.25.7 Disposal Facilities

Subsequent to the original approval of disposal facilities by the City, any additional solid waste disposal facilities anticipated to be used by the Company will require prior written approval of the City.

10.26 Compliance with Laws

The Company shall keep fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the services, or the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Company shall at all times observe and comply with, and cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the City, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by the Company or employees or any subcontractor.

11 SECTION H - Representation

11.1 Non-Discrimination

- a. The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.
- b. The Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the City of the final disposition of such cases.

11.2 Drug-Free Workplace

The City is a drug-free workplace employer. The City Council has adopted a policy requiring City Service Providers to provide a drug-free workplace in the performance of any City contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of the Contract:

Company must provide to the City a drug-free workplace policy.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6648	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	North Peachtree Street Fence Replacement		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - NPT Fence](#)
2. [A1\) Site Photos](#)
3. [A2\) Site Plan NPT Street Sidewalk](#)
4. [A3\) 2022 Proposal](#)

Title
North Peachtree Street Fence Replacement

Drafter
Matthew Zaki



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council
From: Matthew Zaki, Public Works, Utilities and Parks Director
Agenda: January 17, 2023 – Policy Work Session
Agenda #: 23-6648
Item: North Peachtree Street Fence Replacement
CC: Eric Johnson, City Manager

Recommendation

Staff is seeking direction from Mayor and Council to either replace or leave in place the existing fence along North Peachtree Street fronting 537 & 561 N. Peachtree Street.

Background

The existing fence installed at the frontage of 537 & 561 N. Peachtree Street is creating a lack of sight distance for the homeowners attempting to enter onto the roadway, homeowner @ 561 N. Peachtree Street is due to the lack of sight distance for vehicles traveling Northbound and for the homeowner @ 537 N. Peachtree Street is due to the lack of sight distance for vehicles traveling Southbound.

Due to the type of fence installed, sight distance is creating a hazardous situation for both homeowners, a recommendation is to remove and replace the fence for the vertical railing to an aluminum fence with triple pipe handrail (galvanized pipe painted black)

Financial impact

The costs of removal and replacement of the fence will not exceed \$16,000.

Consistent with Comprehensive Plan?

Yes, replacing the fence enforces Goal 6 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Further the City's Tradition of strong Leadership and High Level of Quality services.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Next Steps

Staff will proceed based on direction from Mayor and Council.

Attachments

- A1) Site photos
- A2) Site plan N. Peachtree Street Sidewalk Sheet C-1.0 & C-1.1
- A3) 2022 Fence removal and replacement Proposal

Update

N/A

Attachment: Agenda Report - NPT Fence (23-6648 : North Peachtree Street Fence Replacement)

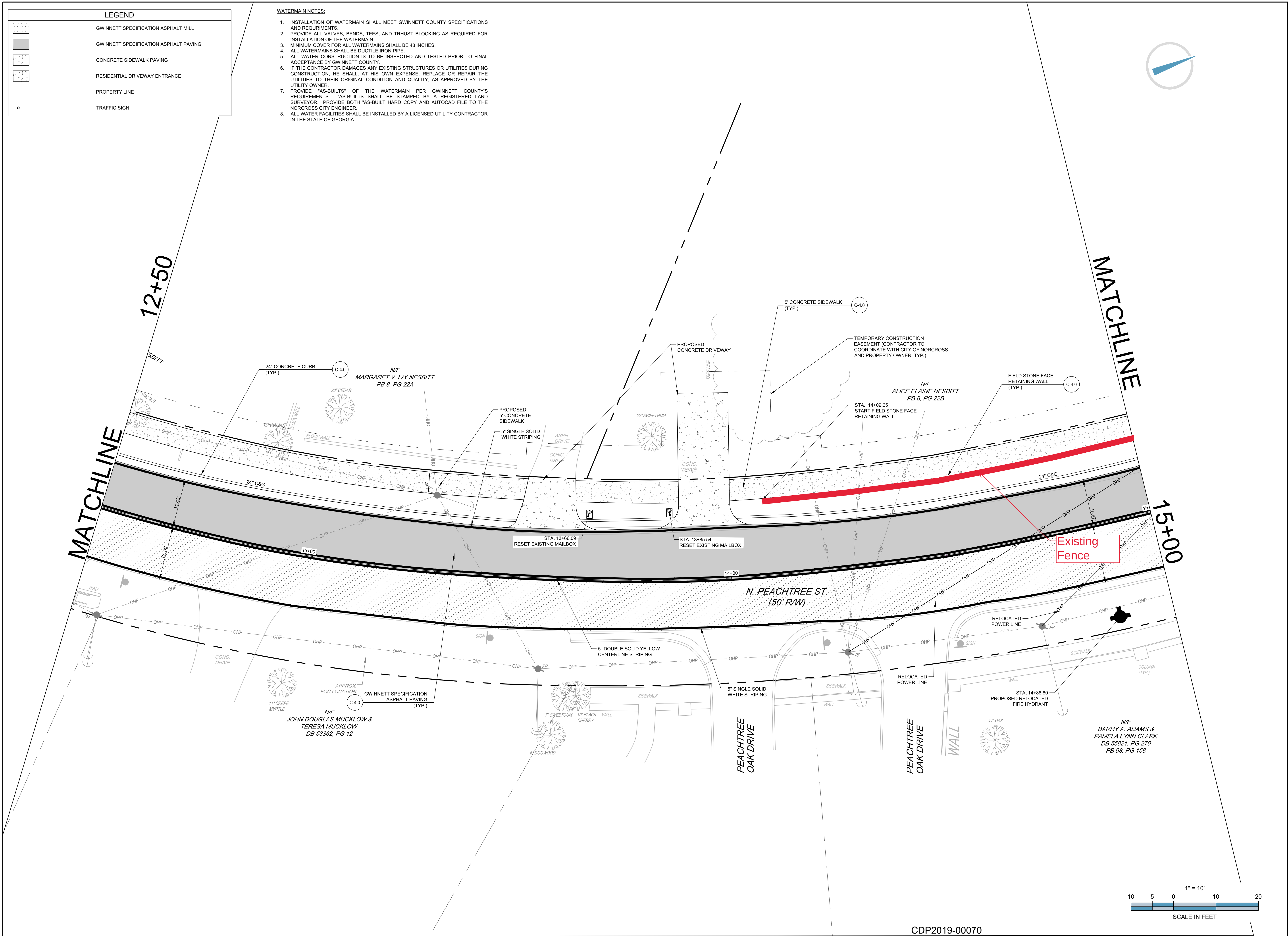


MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
 COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**



Attachment: A1) Site Photos (23-6648 : North Peachtree Street Fence Replacement)

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
 (678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>



ENGINEER:

FORESITE
group

Foresite Group, Inc.
3740 Davinci Ct.
Suite 100
Peachtree Corners, GA 30092

w | www.fg-inc.net
o | 770.368.1399
f | 770.368.1944

DEVELOPER:

NORCROSS
a place to imagine

CITY OF NORCROSS
65 LAWRENCEVILLE STREET
NORCROSS GA, GA 30071
(678) 421-2032

CONTACT: MARY BETH BENDER

PROJECT: NORTH PEACHTREE STREET SIDEWALK

PROJECT MANAGER: LMC

DRAWING BY: AMK

JURISDICTION: NORCROSS, GA

DATE: 06/14/2019

SCALE: 1" = 10'

TITLE: SITE & PAVING PLAN

SHEET NUMBER: C-1.0

COMMENTS: RELEASED FOR CONSTRUCTION

JOB/FILE NUMBER: 349.009

SEAL:

GEORGIA
REGISTERED
No. 038546
PROFESSIONAL
ENGINEER
LISA C. MATTHEW

6/14/19

REVISIONS	DATE

PROJECT MANAGER: LMC

DRAWING BY: AMK

JURISDICTION: NORCROSS, GA

DATE: 06/14/2019

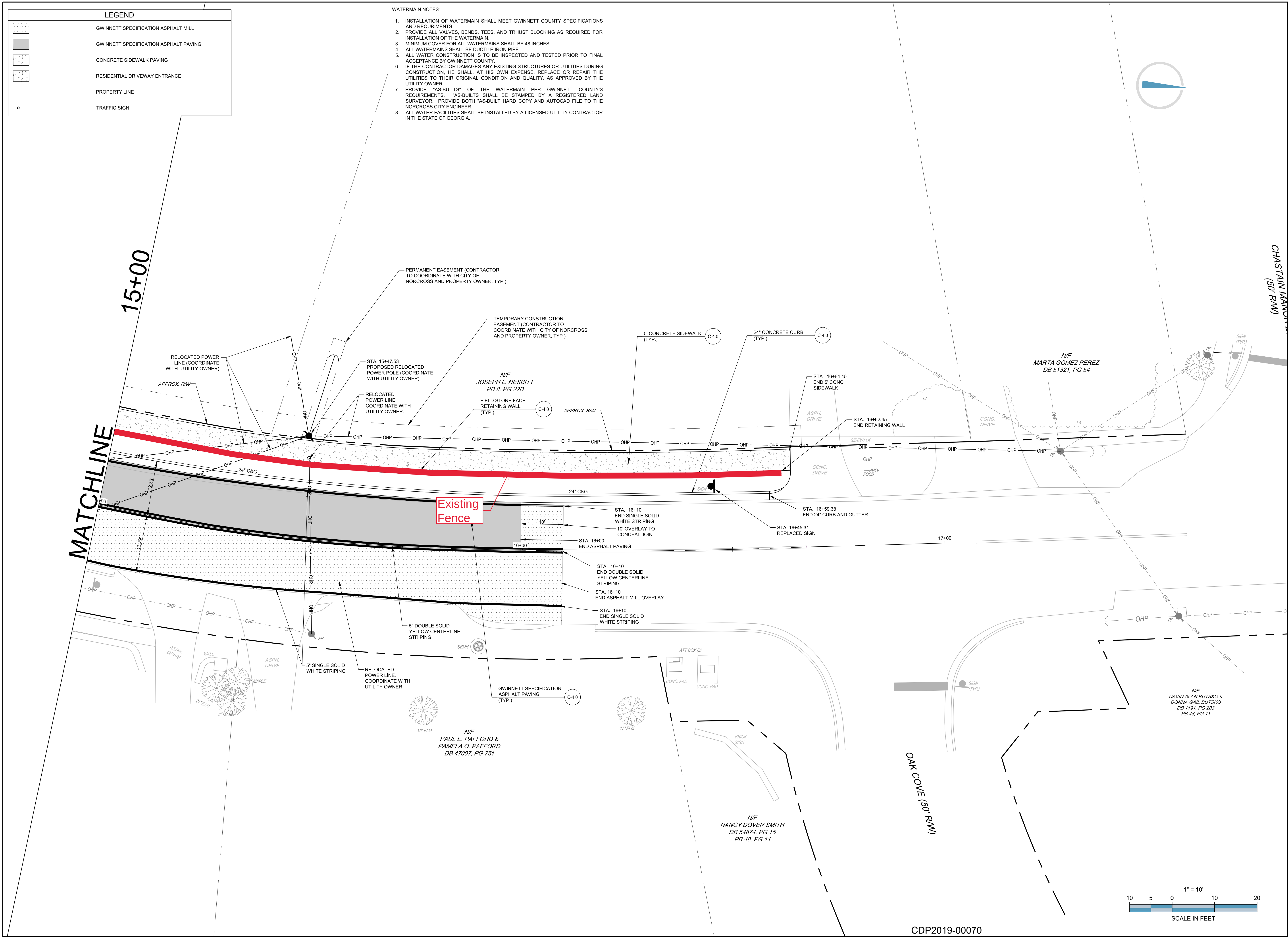
SCALE: 1" = 10'

TITLE: SITE & PAVING PLAN

SHEET NUMBER: C-1.0

COMMENTS: RELEASED FOR CONSTRUCTION

JOB/FILE NUMBER: 349.009



ENGINEER:

FORESITE
group

Foresite Group, Inc.
3740 Davinci Ct.
Suite 100
Peachtree Corners, GA 30092

w | www.fg-inc.net
o | 770.368.1399
f | 770.368.1944

DEVELOPER:

NORCROSS
a place to imagine

CITY OF NORCROSS
65 LAWRENCEVILLE STREET
NORCROSS GA, GA 30071
(678) 421-2032

CONTACT: MARY BETH BENDER

PROJECT:

**NORTH PEACHTREE STREET
SIDEWALK**

NORTH PEACHTREE STREET, FROM CHASTAIN MANOR DR. HEADING
WEST APPROXIMATELY 700'
NORCROSS, GA 30071

SEAL:

GEORGIA
REGISTERED
No. 038546
PROFESSIONAL
ENGINEER
LUISA C. MATZEL
6/14/19

REVISIONS	DATE

PROJECT MANAGER:	LMC
DRAWING BY:	AMK
JURISDICTION:	NORCROSS, GA
DATE:	06/14/2019
SCALE:	1" = 10'
TITLE:	

SITE & PAVING PLAN

SHEET NUMBER:

C-1.1

COMMENTS:

RELEASED FOR CONSTRUCTION

JOB/FILE NUMBER:

349.009



Chamblee Fence Company, Inc.

4760 Peachtree Industrial Blvd., Berkeley Lake, GA 30071-1547
(770) 396-4200 \ Fax (770) 393-3415

We Accept H.8.d



Customer: <u>City of Norcross</u>		Home #	Date: <u>12/21/22</u>
Address: <u>537/561 N. Peachtree St.</u>		Work #	Subdivision:
City: <u>Norcross</u>	State: <u>GA</u>	Zip: <u>30071</u>	Cell # <u>(404) 473-0444</u>
Job Address:		Email: <u>matthew.zaki@nccrossga.net</u>	

FOOTAGE	FENCE TYPE	HEIGHT
238'	Triple Pipe Handrail	3 1/2'
	*WELDED AND PAINTED	
	BLACK *	
	*CORE DRILL POSTS *	

Qty.	Size	GATES	Type & Style
0			

WOOD SPECIFICATIONS				
1"x 4" Pickets	___			
1"x 6" Boards	___			
Cedar	___			
P.T.Pine	___			
		Virginian	Gothic	Fr.Gothic
				Dogear

4"x 4" Posts	___			
4"x 6" Posts	___			
6"x 6" Posts	___			
		Virginian	Dado	Fr.Gothic
				Flat

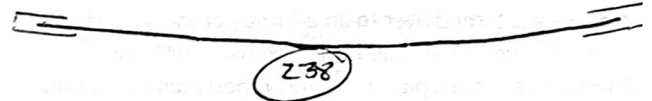
2"x 4" Runners	Cedar	___
(2) (3) (4)	P.T.Pine	___

Panel Design			
			Other
Straight	Neg. Scallop	Pos. Scallop	

Construction Design	Top of Fence
Face	Slope with grade (less space)
Exposed	Straight (more space at bottom)
Between	Step (large spaces at bottom)

CHAIN LINK SPECIFICATIONS	
Fabric/Gauge	Gate Posts
Top Rail	Gate Frame
Line Posts	Barbed Wire
Terminal Posts	Tension Wire

ORNAMENTAL SPECIFICATIONS	
Aluminum	Steel
Height	Style
Color	Post size
Rings	Post Caps
Finials () Plastic () Metal () Triad () Quad Flare	



POSTS CORE DRILLED

PATCH OLD POST HOLES WITH CEMENT

___ FACE FENCE IN 238 FT. REMOVAL & DISPOSAL

___ FACE FENCE OUT ___ FT. DROP CLEARING

- Purchaser agrees that final price will be determined by final installed footage.
 - Purchaser is responsible for locating property lines, and is solely responsible for fence location.
 - Purchaser accepts terms & conditions page.
 - Chamblee Fence is not responsible for damage to underground systems, except marked utilities.
- Wood fence components, when exposed to the elements are subject to immediate warpage, shrinkage, cracking, etc.
- Price valid for 21 days • Credit card purchases subject to a 3% surcharge

COMMENTS / SPECIAL INSTRUCTIONS

Approximate Installation 2-3 weeks from deposit/signed contract

Total Price \$	15,480 ⁰⁰	Revised Price \$	
Deposit \$		Deposit \$	
Balance \$		Balance \$	

TERMS: 1/2 Deposit • Balance Due upon Completion

SUBJECT TO CONDITIONS ON REVERSE

Accepted by Purchaser	Date
Estimator <u>John Humble</u>	Date <u>12/21/22</u>
Accepted by Chamblee Fence Company, Inc.	Date

STATEMENT OF CONDITIONS

Chamblee Fence Company, Inc. hereby sells to the Purchaser, or structure described, subject to all terms and conditions on each side of this contract, and the purchaser in consideration thereof, agrees that;

1. **RESPONSIBILITY OF BUYER.** Purchaser agrees to locate and identify the property line, easement and all underground cables and pipes. Purchaser is solely responsible for the fence described in this proposal. Purchaser will defend Chamblee Fence Company, Inc. and will reimburse for all costs in connection with any claim made by anyone about the location of the fence. Purchaser is responsible for any special work described in this proposal.
2. **UNUSUAL CONDITIONS – ADDITIONAL CHARGES.** Purchaser agrees Chamblee Fence Company, Inc. has the right to make additional reasonable charges if unusual ground conditions hinder the installation. Such conditions may be rock formations, hidden foundations, tree roots and other obstacles.
3. **UNDERGROUND SYSTEMS.** Purchaser agrees Chamblee Fence Company, Inc. will not be held responsible for any damages to any underground pipes, drains, wires, cables, foundations, sprinklers, etc, except marked utilities.
4. **LANDSCAPE.** Purchaser agrees Chamblee Fence Company, Inc. will not be responsible for the restoration of any part of the landscape that is disturbed during the fence installation. Chamblee Fence Company, Inc. will not be required to remove or reform soil excavation from post holes during installation.
5. **PAYMENT.** Payment to Chamblee Fence Company, Inc. is due per the terms specified on the face of the contract. "Due upon Completion" means Purchaser will pay installer on the day the project is complete. Purchaser agrees that if payment is made later than agreed terms, a late charge of 1.5% per month will be paid by the Purchaser. Failure to pay as agreed will void all warranties. There will be a \$25.00 charge for a returned check. If any unpaid balance is turned over to an attorney or to a collection organization, the Purchaser will be responsible for all fees associated with the collection of the monies due. In addition, the Purchaser will also be responsible for a \$200.00 fee to reimburse Chamblee Fence Company, Inc. for the cost associated with any liens placed on the property until full payments have been received.
6. **DISPUTES.** Purchaser agrees that any disputes concerning this contract will be adjudicated in the appropriate local jurisdiction in the State of Georgia.
7. **CHANGES/VARIATIONS.** Contract price is for the agreed footage. Final footage may vary. Said variations will be billed on an installed footage basis.
8. **REDO WORK AND EXTRA TRIPS.** Purchaser shall be present when work commences unless alternative arrangements are made in advance to indicate location of fence and gates, and to inform installers of any special conditions. Work accomplished in error due to Purchaser's lack of direction to installers will be corrected at Purchaser's expense.
9. **WARRANTIES.** FENCES ARE WARRANTED FOR A PERIOD OF ONE YEAR AGAINST DEFECTS IN WORKMANSHIP. EXCLUSIONS: Vandalism, extreme weather, vehicular damage, misuse, climbing, unusual impact or pressure and normal wear and tear. Fence materials will change in appearance, dimension and shape due to the process of aging and exposure to the elements. Wood material are subject to warpage and cracking. No warranty is expressed or implied against changes in installed fence materials that occur as a result of these natural processes. Gates will be adjusted at no charge for a period of ninety days (90 days) after contract date, provided abuse is not evident. This Limited Warranty is in lieu of any other expressed or implied warranties, including but not limited to implied warranties of merchantability or fitness for any particular purpose.
10. **ANIMAL AND CHILD CONTAINMENT.** Due to the varied surface of the earth, uneven spaces will exist between the bottom of the fence and the ground. Pets and children will exploit these spaces to escape. Pets and children may also climb over any installed fence. Purchaser agrees that Chamblee Fence Company, Inc. will not be held responsible for the retention of pets or children within installed fence or for damages resulting from escape of pets or children.
11. **ATTACHMENT TO MASONRY.** The attachment of fences and gates to existing masonry structures such as columns, walls, driveways etc. carries a risk of damaging said structures. Purchaser agrees that Chamblee Fence Company, Inc. will not be held liable for damage to masonry structures described herein.
12. **SCHEDULING.** Inclement weather, manpower, and equipment restraints, etc. can delay completion of this contract. Said delays can cause the Purchaser inconvenience and/or expense such as lost time at work, pet boarding fees, etc. Purchaser agrees that under no circumstances will Chamblee Fence Company, Inc. allow a reduction in the contract price, nor reimbursement be made to compensate the Purchaser for said expenses or inconveniences.
13. **FENCE HEIGHT.** Fence height is herein described as the height of the fence at its tallest point from grade plus or minus six (6) inches.
14. **SITE PREPARATION.** Site preparation such as clearing and grading is the responsibility of the Purchaser unless other specific arrangements are made in this contract.
15. **BUILDING PERMITS.** Building permits will be obtained and paid for by the Purchaser.
16. **UNLESS SPECIFIED.** Unless specified on the reverse side of this contract, all matters relating to the completion of this project will be decided by Chamblee Fence Company, Inc. This will include gate replacement, material selection, construction technique etc.
17. **VERBAL REPRESENTATION.** Responsibilities of Chamblee Fence Company, Inc. are limited to that which is described in this contract. Verbal representations by Chamblee Fence Company, Inc. employees will not be honored.
18. **CANCELLATION.** This contract may be cancelled without penalty, if done with three (3) days of date signed by Purchaser. After the three (3) day grace period, cancellation of this contract will result in charges for any work performed and / or materials procured for the contracted work, plus a fee equal to 15% of contract amount.
19. **EMAILED/FAXED COPY.** Both parties agree an EMAILED/FAXED copy to be binding.
20. **SIGNATURE.** The signatory on reverse side, irrespective of any title, hereby personally and individually guarantees payment of this obligation.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6649	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	New Partnership Structure for Gas South-Norcross Affinity Program		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - New Partnership Structure for Gas South-Norcross Affinity Program](#)
2. [Memorandum of Agreement between the City of Norcross and Gas South, LLC](#)
3. [Gas South & City of Norcross Alliance 2023 Partnership Proposal - Presentation](#)

Title

New Partnership Structure for Gas South-Norcross Affinity Program

Drafter

Eric Johnson



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: January 17, 2023 – Policy Work Session

Item No.: 23- 6649

Title: New Partnership Structure for Gas South-Norcross Affinity Program

Recommendation

To adopt of a memorandum of agreement for the establishment of the Gas South-Norcross Affinity Program to take effect on April 1, 2023, following the termination of the Natural Gas Retail Service Alliance Agreement effective through March 31, 2023.

Background

Since 2010, the City of Norcross has partnered with Gas South, LLC, who has provided natural gas discounts to customers and incentives to the city for city-associated residential and commercial accounts. The current contract provides permanent discounts on Gas South's residential and commercial rates, waived deposits, and waived connection fees in addition to finder's fees and recurring royalty fees paid to the City of Norcross for allocated territories and zip codes within city limits. The city currently receives a one-time finder's fee of \$12 per residential customer and \$24 per commercial customer for new enrollments and a monthly royalty fee of \$1 per residential customer and \$2 per commercial customer, regardless of use of a promotional code upon enrollment.

Gas South has proposed a new partnership structure with the city, effective April 1, 2023. The proposal includes an increase in royalty fees (to be known as "loyalty payments") to \$1.25 per residential and \$2.50 per commercial enrollment using the promotional code "Norcross," an increase in one-time finder's fees (to be known as "incentive payments") to \$50 per residential and \$50 per commercial enrollment using the promotional code "Norcross," and a Gas South contribution of up to \$10,000 for marketing support of city-hosted events. Gas South will continue to pay royalty and finder's fee rates under the existing agreement through March 31, 2023.

Financial Impact

The new partnership structure is proposed at no cost to the city. Due to the shift of royalty payments to a promotional code-only basis, a reduction in monthly revenues (pre-marketing support) from the partnership is expected.

Consistent with Comprehensive Plan?

Goal 4: Maintain a Vibrant Economy and Continue to Facilitate Job Growth

Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps

Upon approval, the new agreement will take effect on April 1, 2023 and continue through April 2024 before automatic renewals for successive one-year periods. City staff will be responsible for recognizing Gas South's service and the Gas South-Norcross Affinity Program on the city website and partnering with Gas South to identify marketing, advertisement, and sponsorship opportunities.

Attachments

- 1) Memorandum of Agreement between the City of Norcross and Gas South, LLC
- 2) Gas South & City of Norcross Alliance 2023 Partnership Proposal - Presentation

Update

MEMORANDUM OF AGREEMENT

between

City of Norcross
and
Gas South, LLC

1. **Purpose:** This Memorandum of Agreement ("MOA") between the **City of Norcross**, Georgia ("CITY") and **Gas South, LLC** ("Gas South") is designed to:
 - a. Offer natural gas discounts to CITY associated residential and commercial customers; and
 - b. Provide incentives to CITY for Gas South customers associated with the Gas South-Norcross Affinity Program.
2. **Background:** The City of Norcross is an incorporated municipality located in the Gas South service area. Gas South is interested in promoting civic good will and supporting the efforts of CITY throughout its municipal territory. This MOA is intended to follow the termination of the Natural Gas Retail Service Alliance Agreement between the parties which is consented to effective March 31, 2023.
3. **Intent:** Continue to foster the relationship between CITY and Gas South to provide cost-effective and competitive natural gas rates through an effort to be known as the "**Gas South-Norcross Affinity Program.**"
4. **Financial:** City Finder's Fees earned pursuant to the Natural Gas Retail Service Alliance Agreement between the parties dated March 1, 2010 ("Agreement") will be paid for Acquired Norcross Customers (as defined in Section 3.1(d) of the Agreement) and accounts using the CITY promo code (provided by Gas South) signing up for service with Gas South through March 31, 2023 ("Alliance Payments End Date"). Gas South will make a one-time "Incentive Payment" to CITY of \$50 for each new residential account and for each new commercial account that signs up for service with Gas South using the CITY promo code beginning April 1, 2023 ("Affinity Payments Begin Date") and thereafter during the Term.

Monthly Royalty Payments earned pursuant to the Agreement will be paid for Acquired Norcross Customers and accounts using the CITY promo code signing up for service with Gas South through the Alliance Payments End Date. Beginning with customers signing up for service with Gas South on the Affinity Payments Begin Date and thereafter during the Term, Gas South will pay a "Loyalty Payment" to CITY of \$1.25 per month per residential customer and \$2.50 per month per commercial customer for all customers registering their Gas South accounts with the CITY promo code, who continue as Gas South customers through the end of each calendar month.

The foregoing Incentive Payments and Loyalty Payments shall be made as follows:

- a. No later than April 30, for the period January through March;
- b. No later than July 31, for the period April through June;
- c. No later than October 31, for the period July through September;
- d. No later than January 31, for the period October through December.

5. **CITY Responsibilities:**

- a. Recognize Gas South's service and the Gas South-Norcross Affinity Program on its website (with a link to Gas South's affinity partner enrollment page), in CITY newsletters, and through other means through which the CITY communicates with its residents;
- b. Consider including information about the Gas South-Norcross Affinity Program in its CITY utility communications.

6. **Gas South Responsibilities:**

- a. Provide to all Norcross residents and CITY employees in Gas South's service area a two cent per therm discount off the standard residential rate plans offered by Gas South. The discount shall be available during the Term to new and existing Gas South customers who utilize CITY promo code;
- b. Participate in CITY training and outreach activities as requested and available;
- c. Provide CITY staff with marketing materials that describe the Gas South-Norcross Affinity Program;
- d. Evaluate the potential for sending direct mail marketing pieces to CITY residents that include an explanation of the Gas South-Norcross Affinity Program and include a promo code that will allow the residents to receive a discounted natural gas rate. Any direct mail would be subject to the review and approval of CITY;
- e. Work with CITY Staff to identify innovative ways to market the Gas South-Norcross Affinity Program, including but not limited to paid advertising in area publications using the CITY name, logo, and promo code to raise awareness and drive participation in the Program. Any press releases, advertising that includes CITY name or logo, or any other publications, sales or marketing materials utilizing the CITY name, logo or brand will be subject to the review and approval of CITY. All such marketing shall be done at the sole expense of Gas South;
- f. Evaluate sponsorship opportunities related to community events, cultural arts programs, green initiatives or parks and recreation activities, that help raise awareness of the Gas South-Norcross Affinity Program; and

- g. Perform all customer care, billing, and collections activities for Acquired City Customers;
 - h. Participate, at a minimum, in an annual meeting to evaluate the effectiveness of the Gas South-Norcross Affinity Program.
7. **Effective Date:** The effective date ("Effective Date") of this MOA is the date last signed below.
 8. **Term:** The term ("Term") of this MOA shall commence upon the Effective Date and continue through April 1, 2024, and will automatically renew for successive one-year periods unless either party gives notice of termination at least thirty (30) days prior to the end of the then existing Term, pursuant the procedures outlined in 9 below.
 9. **Termination:** Any party may terminate this MOA at any time by providing ninety (90) days' written notice of the termination to either party. Such notice shall be given as outlined in Paragraph 14, below. Either party may also give notice of termination at least thirty (30) days prior to the expiration of the then existing Term.

This MOA may be terminated immediately "For Cause" by either party if the other party engages in behavior that is illegal or offensive to generally accepted standards of behavior, including, but not limited to, discrimination or financial impropriety, so as to cause the other party to believe that public association with the offending party would tend to subject the other party to ridicule, contempt, controversy, embarrassment or scandal.

In the event of material breach of any provision of this MOA (other than by illegal or offensive behavior), including default by either party, the other party may terminate this MOA "For Cause" first by giving thirty (30) days' written notice of the breach to the breaching party to allow for cure. If the breaching party fails to cure the breach within such thirty (30) day period, the other party may terminate this Agreement For Cause by giving ten (10) days' additional written notice to the breaching party. If any part of this MOA is determined by a Court of competent jurisdiction to be illegal, such MOA shall automatically be terminated.

Upon termination for cause by a party, the parties shall pay to each other any amounts due and payable at the termination date and any such payments shall be made within thirty (30) days after the date of termination.

10. **Trademark Use and Restrictions:** Nothing herein shall be construed to authorize or permit Gas South, its agents, or licensees to use any material containing any symbol, trademark or trade dress belonging to CITY or refer to itself as an "official sponsor" or "preferred partner" of CITY without CITY's prior written approval. Nothing herein shall

be construed to authorize either party, its agents, or licensees to use any material containing any symbol, logo, trademark, trade name or trade dress ("Marks") belonging to the other party without the other party's prior written approval. Gas South owns all rights to, or has the right to use, the Gas South Marks. CITY owns all rights to, or has the right to use the CITY Marks.

11. **Relationship between Parties:** This Agreement does not constitute and shall not be construed as creating a partnership or joint venture between the two parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, nor shall anything contained herein give, or is it intended to give, any rights to any third person. CITY shall not have any duty, obligation, responsibility or liability hereunder to any prospect or customer of Gas South in connection with any retail natural gas or other service provided by Gas South for such customer.
12. **No Affiliate Liability:** No Affiliate, agent, representative, employee, contractor, or member of a governing body of either party shall have any liability whatsoever for either party's performance, nonperformance, or delay in performance under this MOA.
13. **Indemnification:** Gas South agrees to defend, indemnify and hold harmless CITY, its Mayor, Council members, officers, employees, successors, assigns, and agents to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) caused by Gas South's negligence or willful and wanton misconduct.
14. **Notices:** All notices shall be in writing. All notices delivered by hand, including by carriers such as UPS and FedEx, shall be effective upon delivery and all notices mailed registered or certified mail, return receipt requested, shall be effective when received, as indicated on the return receipt, when delivered to:
 - a. If to CITY:

City of Norcross
65 Lawrenceville Street, NW
Norcross, GA 30071
Attn: City Manager
 - b. If to Gas South:

Gas South, LLC
One Overton Park
3625 Cumberland Blvd., Suite 1500
Atlanta, Georgia 30339
Attn: CEO
15. **Confidentiality:** CITY and Gas South shall not release information designated in writing as confidential information from each other except with the written consent of the other

party or as otherwise provided by law. Gas South acknowledges that this MOA is subject to the Georgia Open Records Act.

16. **Insurance**: Each party shall maintain, at its sole expense, any insurance and/or bonds required by law.
17. **Governing Law and Compliance**: This MOA shall be subject to the laws of the State of Georgia. Gas South shall perform all services in accordance with all applicable local, state and federal laws.
18. **Entire Agreement**: This MOA represents the entire agreement between CITY and Gas South. The provisions of this MOA may not be altered, amended or waived except by written agreement signed by all parties. Neither party shall be bound by any oral agreements, representations or special arrangements contrary to or in addition to the terms and conditions contained herein.
19. **Assignment**: This MOA may not be assigned or delegated in whole or in part without the prior written consent of the other party, such consent not being unreasonably withheld.
20. **Execution**: This MOA may be executed in one or more counterparts. The signature of any party thereon is to be considered as an original signature and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.

ATTEST

All terms of this Memorandum of Agreement are hereby acknowledged and agreed to as certified by the signatures of the duly authorized officers and agents affixed hereby. The parties hereto have executed this MOA on the dates set forth below.

GAS SOUTH, LLC

CITY OF NORCROSS, GEORGIA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Gas South & City of Norcross Alliance

2023 Partnership Proposal

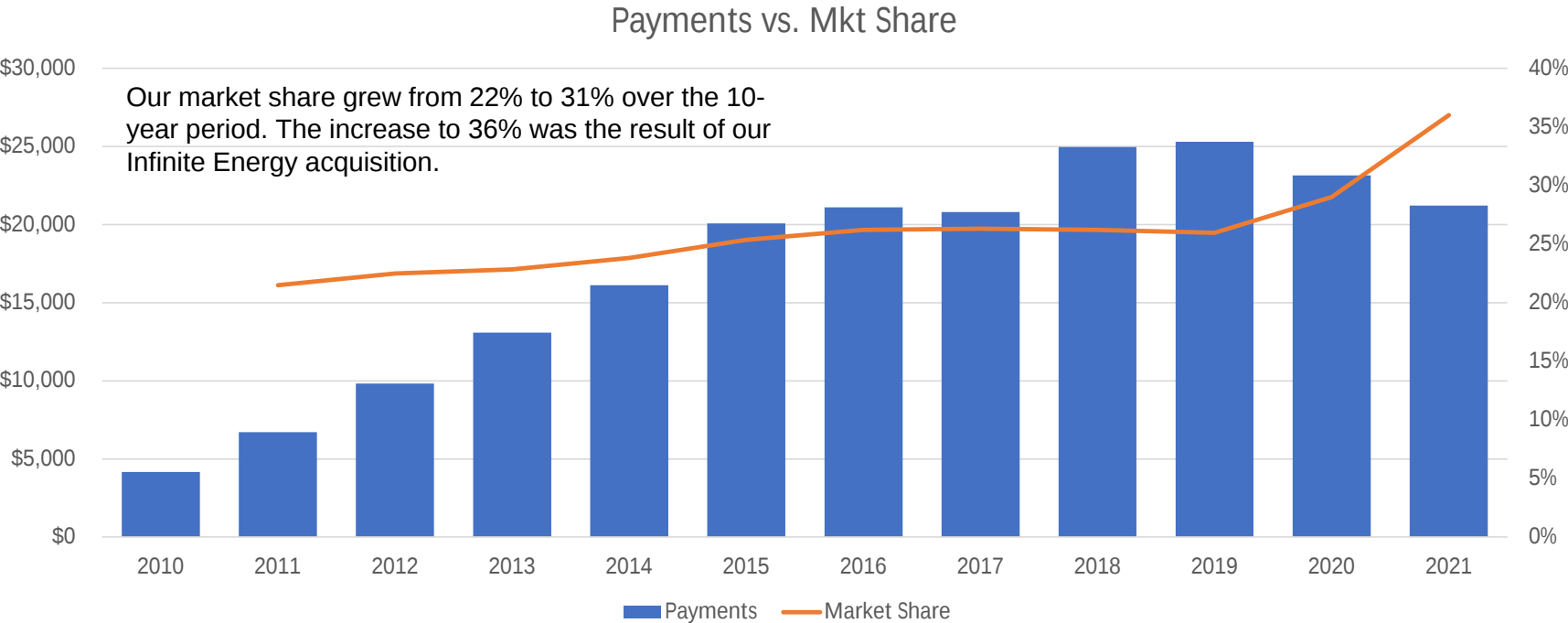


Executive Summary

- Since 2010, Gas South and the City of Norcross has partnered to save Norcross residents thousands on natural gas
- Through our partnership Norcross residents receive a permanent discount on Gas South's residential and business rates, deposit waived, No connection fee and \$50 in bill credits for online enrollment
- Currently the City of Norcross is on a baseline contract, which means Gas South pays a royalty for allocated territories/zip codes in Norcross
- After evaluating the partnership, our contract structure is no longer economical for Gas South
- Gas South is recommending a modification to the contract which will make our partnership both economical and sustainable
- Additionally, Gas South will continue to support city events or contribute funds to economic development projects

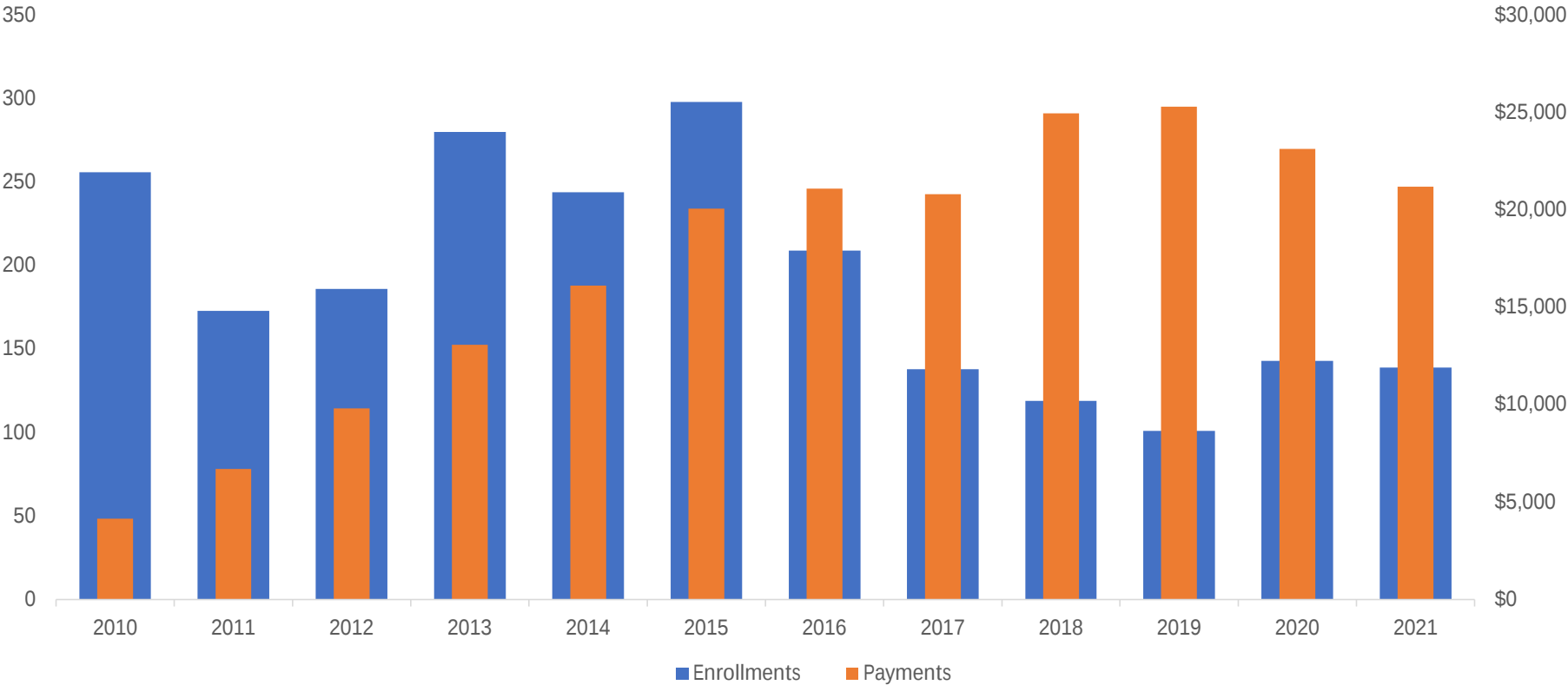
City of Norcross Lifetime Payment Total and Market Share

Mkt Share Increase: 22%-36% Pay to date: \$199,172



Lifetime Enrollments vs. Payments

Since 2010, Norcross has brought in 2,336 residential and commercial enrollments through the associated code 970. (as of 2021)



Proposed Partnership Structure

- Gas South will pay a "Finder's Fee" for each new enrollment (residential or commercial) who enrolls using the city's promo code
- Gas South will continue to pay a recurring monthly royalty for each customer within the city
- Gas South will sponsor city events or began contributing to economic development projects/funds
- Gas South will rollout new promo code "Norcross" to be easily recognized and memorable amongst residents



GAS SOUTH



©2022 Confidential & Proprietary

Thank You!





MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **MATT MYERS** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	23-6650	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/17/2023 6:30 PM	In Control:	Policy Work Session
Title:	Employee Hiring and Retention		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Post Probationary Discretionary Pay Increases For New And Promoted Employees, And Eligibility For Merit Increase](#)

Title
Employee Hiring and Retention

Drafter
Eric Johnson



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: January 17, 2023, Policy Work Session

Item No.: 23-6650

Title: Post probationary discretionary pay increases for new and promoted employees, and eligibility for merit increases

CC: Camille Washington, HR Manager; Bill Grogan, Chief of Police

Recommendation – (1) Approve changes to the Employee Handbook related to promotions and new hires, providing for discretionary pay increases of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the promoted or new hire's probationary period, and at one year after completing probation. (2) Approve a change to the Employee Handbook to change eligibility for merit increases to new employees with three months' service.

Background – Current policies restrict compensation for promoted employees and for new hires. Both can present challenges to encouraging employees to apply for promotion, and to internal equity. Adding discretionary increases after successful completion of a probationary period can allow further adjustment of salaries, within limitations. The potential to obtain one or two adjustments based on proven performance incentivizes accepting a position with the City or competing for a promotion. Within sworn law enforcement positions, there is an added benefit in being able to provide a performance-based increase prior to an officer completing two years from the date of completing the police academy: Georgia law provides that another law enforcement agency must reimburse the City if they recruit an officer prior to him or her completing that two-year period. They do not have to reimburse the City after the completion of that two-year period. As a result, the ability to provide an increase on completion of probation and a second one prior to a high-performing officer reaching their two-year obligation when they can more easily be hired by another police agency, increases the City's ability to compete and retain that officer.

In an increasingly competitive market, a delay in providing merit increases to new hires (since the City does not offer cost of living adjustments) also disincentivizes employees the City has invested in training. While there will be employees receiving an annual merit increase simultaneous with

all other employees prior to completing probation, the amount of an increase is still subject to the discretion of the department director based on how that employee is performing.

While a shortening of the qualification period for new hires has been recommended in each of the past two budgets, a permanent change to the Employee Handbook will allow those applying for positions to be advised at the time of their selection that they will qualify for these adjustments.

The Employee Handbook, regarding promotions, provides “[w]hen an employee is promoted to a position in a higher job grade, his or her salary shall be increased to the minimum rate for the higher grade, or to the rate in the pay range of the new position, which is immediately at or above his or her present rate of pay not to exceed 5%. Employees promoted to a new position are placed on probationary status for six months, and twelve months for public safety employees. The probationary employee will be evaluated at the end of the probationary period. Upon completion of the evaluation, the employee will be notified of the change in status to a regular employee or terminated.”

This language would be extended to state: “Employees who successfully complete a probationary period may be given a discretionary pay increase of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the promoted employee’s probationary period, and at up year after completing probation, effective with employees promoted on or after January 1, 2021.”

The Employee Handbook states regarding merit increases “Regular full-time employees with at least one (1) year of continuous service and a favorable performance review score are considered eligible. Newer employees that have not completed their probationary period are not eligible.” This language would be revised to state “at least three (3) months of continuous service....” and would be expanded to state: “New employees who successfully complete a probationary period may be given a discretionary pay increase of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the new employee’s probationary period, and at one year after completing probation.”

Allowing discretion is clearly not intended to facilitate unequal treatment, but to recognize that a merit increase is performance-based, and not automatic.

Financial Impact – While there will be a cost, the impact will depend on the number of hires and promotions, and the difference between what was paid previously and the cost of the hired or promoted employee. Some existing employees will be impacted by the provision for added discretionary increases. In the absence of incentives for new hires and internal promotions, the costs associated with turnover would be predicted to be higher. The City has been forced to use overtime to provide adequate coverage in some roles and consultants in other roles. There is also an implicit cost of training new employees when the City is not successful in retaining employees. It is preferable to facilitate promotions and retention over new hires unless the City needs new skills or experience not found in existing staff.

Consistent with Comprehensive Plan? Yes, consistent with Goal 6: Further the City’s Tradition of Strong Leadership and High Level of Quality Services.

Next Steps – On approval, the Employee Handbook will be updated to reflect the changes.

Attachments – NA.

Update – NA.