

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Tuesday, January 18, 2022

6:30 PM

2nd Floor Community Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Matt Myers

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

-
- A. Roll Call (recorded)**
- B. Citizen Input**
- C. Board Updates**
Norcross Downtown Development Authority - Norwood Davis
- D. General Updates**
Trolley Update- Cate Kitchen
NPAC & The Rectory- Councilmember Dr. Arlene Beckles
- E. Council- General Discussion**
- F. Board Appointments**
Mayor and Council will consider appointments to the following board, authority or commission:
Sustainable Norcross Commission
- G. City Manager's Report**
- H. Items for Discussion**
1. [22-6375](#) **Amendment to Ordinances - Sec 28-6 Prostitution and Related Offenses.**
A recommendation to approve an amendment to the city code of ordinances, Article I of Chapter 28 entitled "Offenses and Miscellaneous Provisions," to add a new section 28-6 entitled "Prostitution and Related Offenses."

[Agenda Report - Amendment to Ordinances - Prostitution etc 28-6](#)

[2022 Amendment to Ordinances. Sec.- 28-6. Prostitution and related offenses](#)
2. [22-6364](#) **Text2022-001 Amendment to the Noise Ordinance**
Consider a recommendation to amend the City's Noise Ordinance based on the attached recommendation from Legal, the Norcross Police Department and Community Development.

[Agenda Report - Noise Control 01.18.22 PWS](#)

[Sample adoption ordinance](#)
3. [22-6376](#) **Update to Town Center LCI**
A recommendation to move forward with an application to the Atlanta Regional Commission (ARC) for Livable Centers Initiative (LCI) funding for the study update.

[Agenda Report- Town Center LCI Packet](#)

[Resolution in support of application](#)

4. [22-6377](#)**Rossie Brundage Basketball Court Options**

Rossie Brundage Basketball Court options presented for Mayor and Council discussion and recommendation on how to proceed with the court.

[Agenda Report- Rossie Brundage Court Options](#)

[Rossie Brundage Survey](#)

[PB and Basket OPTION 1](#)

[PB and Basket OPTION 2](#)

5. [22-6379](#)**Johnson Dean Park Amended Contractor Agreement**

Staff is requesting approval of the amended contractor agreement with Root Design Studios for Johnson Dean Park improvements.

[Agenda Report- Johnson Dean Park Amended Contractor Agreement](#)

[Contractor Agreement - Johnson Dean Phase 2](#)

[Contractor Agreement Attachments - Johnson Dean Phase 2](#)

[RFP Addendums, PWUP 21-03](#)

6. [21-6331](#)**Norcross Letter Art Installation**

A recommendation to consider potential locations for the donated NORCROSS artwork and provide direction on its placement.

[Agenda Report January 2022 - Norcross Sign](#)

7. [22-6380](#)**Norcross Gallery and Studios Repairs**

A recommendation to facilitate use of a shed located on the City's property at 116 Carlyle Street by the Norcross Gallery & Studios (formerly known as Kudzu Art Zone, Inc.) to enhance operations at that leased facility, through an investment of up to \$15,000 in City funds and authorize any change in the existing contract language to clearly identify the shed as part of the leased premises at that location.

[Agenda Report - Norcross Gallery & Studios](#)

[CON - Kudzu Art Zone Management Lease](#)

[Norcross Gallery & Studios Estimate](#)

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

City of Norcross

Legislation Details (With Details)

File #:	22-6375	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/18/2022 6:30 PM	In Control:	Policy Work Session
Title:	Amendment to Ordinances - Sec 28-6 Prostitution and Related Offenses.		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Amendment to Ordinances - Prostitution etc 28-6](#)
2. [2022 Amendment to Ordinances. Sec. 28-6. Prostitution and related offenses](#)

Title
Amendment to Ordinances - Sec 28-6 Prostitution and Related Offenses.

Drafter
Bill Grogan



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

Agenda Report

To: Mayor and Council
From: Bill Grogan, Chief of Police
Agenda: January 18, 2022 – Policy Work Session
Agenda #: 22-6375
Item: Amendment to Ordinances - Sec 28-6 Prostitution and Related Offenses.
CC: Eric Johnson

Recommendation

Approve an amendment to the city code of ordinances, Article I of Chapter 28 entitled “Offenses and Miscellaneous Provisions,” to add a new section 28-6 entitled “Prostitution and Related Offenses.”

Background

Nearby police jurisdictions identified a potential loophole in how most cities’ local ordinances target prostitution. We determined that our ordinance as it presently exists is vague as to its application in hotels and motels. This is because one of the elements in the existing ordinance provides that the city must prove that the violation occurred in a “place open to the public.” Recent challenges by defense counsel are founded on the argument that a hotel/motel room are not a public place. The amendment also identifies the act of bringing a person to a place to commit the offense of idling and loitering shall also constitute a violation under the ordinance. This amendment gives the police a defined tool to combat pimps who drop off preeminently young, impoverished women, at hotels or motels, as well as those pimps who wait in the parking lots while the “johns” are in the hotel rooms. The City should benefit as the proposed amendment will more clearly identify the prohibition of these unlawful activities in hotels and motels.

Financial Impact

None

Consistent with Comprehensive Plan?

Yes, goals 2 and 6 specific to providing a safe environment and a high level of quality services for the city.

Next Steps

Council approval / vote.

Attachments

Amendment to Ordinances, Sec. 28-6

Update

N/A

ORDINANCE NO. __-2022

**AN AMENDMENT TO THE CITY CODE OF ORDINANCES, ARTICLE I OF
CHAPTER 28 ENTITLED “OFFENSES AND MISCELLANEOUS PROVISIONS,” TO
ADD A NEW SECTION 28-6 ENTITLED “PROSTITUTION AND RELATED
OFFENSES,” AND FOR OTHER PURPOSES AS STATED HEREIN**

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains 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 renumbered to accomplish that intention.

I. Amendment.

Article I of Chapter 28, Entitled “Offenses and Miscellaneous Provisions,” is hereby amended by adding a new section to be numbered 28-6, which section reads as follows:

“Sec. 28-6. Prostitution and related offenses.

(a) House of ill fame.

- (1) A person having or exercising control over the use of any place or conveyance within the city which would offer seclusion or shelter for the practice of prostitution commits the offense of keeping a place of prostitution when such person knowingly grants or permits the use of such place for the purpose of prostitution.
- (2) Those places or conveyances which have been adjudged to be places of prostitution, as provided in this chapter, may be abated as also provided in this chapter.

(b) Solicitation for an illicit sexual act.

- (1) It shall be unlawful for any person, while in any place open to the public to offer or consent to perform any illicit sexual act for money or any other thing of value. Furthermore, it shall be unlawful for any person, while in a place open to the public, to attempt to induce, entice, solicit, pander, purchase or procure another to commit any illicit sexual act for money or other things of value. An illicit sexual act is defined as one or more of the following:
 - a. Prostitution;
 - b. Sodomy for hire;
 - c. Masturbation for hire.
- (2) For purposes of subsection (b)(1) of this section, the term "any person" shall include solicitors of illicit sexual acts or panderers who solicit, procure or purchase another to perform any illicit sexual act in exchange

for money or other things of value, and who are commonly referred to as 'johns' or 'tricks.'

- (c) Any person engaging in violation of this section shall be guilty of the offense of idling and loitering for the purposes of committing an illicit sexual act."

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 _____, 2022.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	22-6364	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/18/2022 6:30 PM	In Control:	Policy Work Session
Title:	Text2022-001 Amendment to the Noise Ordinance		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Noise Control 01.18.22 PWS](#)
2. [Sample adoption ordinance](#)

Title
Text2022-001 Amendment to the Noise Ordinance

Drafter
James Poteete



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

Agenda Report

To: Mayor and Council
From: Tracy Rye, AICP
Meeting Date: January 18, 2022 – Policy Work Session
Item No.: 21-6364
Title: Noise Ordinance Amendment
CC: Eric Johnson

Recommendation

The Community Development and Planning Department in consultation with the Norcross Police Department and Legal recommend approval of the attached changes to the Norcross Noise Ordinance.

Background

The Community Development and Planning Department has worked with the Norcross Police Department and Legal to prepare a streamlined and more effective Noise Ordinance. Legal has consolidated the current ordinance (the existing framework remains substantially the same) and at the request of the Norcross Police Department, added a new section 26-21 (d) that addresses restrictions regarding noise produced by consumer fireworks and a new section 26-21(j) that addresses engine, muffler, and/or exhaust system noise.

These proposed changes are similar to changes that the City of Lawrenceville recently enacted and based on how surrounding jurisdictions have approached the noise ordinance, on the advice of Legal, we are presenting this first to the P&Z Board in following the State of Georgia Zoning Procedures Law as noise ordinance can be seen as zoning restriction of sorts.

Financial Impact

None

Consistent with Comprehensive Plan?

This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan in that managing noise addresses Goal 2 of the Plan to "*Continue to Strengthen Norcross as a Livable, inclusive, and Safe Environment.*".

Next Steps

Final Public Hearing by Mayor and Council at February 7, 2022 meeting

Attachments

Sample adoption ordinance

Update

The Planning and Zoning Board recommended approval of the changes as outlined in the attached by a vote of 4-0 at their Wednesday, January 5, 2022 meeting.

ORDINANCE NO. ____ -2022
AN AMENDMENT TO THE CITY CODE OF ORDINANCES, ARTICLE II OF
CHAPTER 26 ENTITLED “NOISE CONTROL,”
TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES AS STATED HEREIN:

WHEREAS, the City Council of the City of Norcross, Georgia recognizes that excessive community noise is detrimental to individuals and the community in the enjoyment of life and property and in the conduct of business; and

WHEREAS, the City Council also recognizes that excessive noise negatively impacts tourism, economic development, and residents making it difficult for visitors, workers, and residents to enjoy places and activities; and

WHEREAS, the City Council recognizes that there has been much research concerning the effects of excessive noise which has been shown to have significant medical, social, and economic impacts; and

WHEREAS, the City Council further recognizes that uncontrolled excessive noise could be a hazard to the public health, welfare, safety, and quality of life of those living, working, and visiting the City of Norcross; and

WHEREAS, the City Council is authorized to adopt ordinances for the purpose of protecting and preserving the public health, safety, and welfare of the City and its residents; and

WHEREAS, the City Council has not undertaken an extensive review of the current Noise Control Ordinance since at least 2005; and

WHEREAS, since 2005, growth and urbanization of the City has continued, and the population has continued to increase, resulting in more individuals residing more closely together and businesses being conducted in closer proximity to residential neighborhoods; and

WHEREAS, since 2005, the City has experienced a growth in mixed-use developments where residential and commercial activities are conducted in close proximity within developments; and

WHEREAS, the City is more likely to attract and retain commercial enterprises and permanent residents if the City has ordinances in place to improve and maintain appropriate noise quality; and

WHEREAS, the City Council believes that it is necessary to the public health, welfare, safety, quality of life, and economic vitality of the City of Norcross and its residents and businesses to appropriately balance the rights of individuals to derive pleasure from various sources of sound with the rights of individuals to a peaceful and healthful environment; and

WHEREAS, the City Council believes that it is in the best interest of the City to revise the Noise Control Ordinance to more appropriately balance these interests and better meet the needs of residents and businesses within the City; and

WHEREAS, the Federal Government has long recognized the importance of promoting an environment free from noise that jeopardizes health and welfare of its citizens and businesses through the passage of the Noise Control Act of 1972; and

WHEREAS, the State of Georgia has also recognized the importance of noise control through the enactment of O.C.G.A. § 40-6-14(a), which regulates sound from cars and provides that “[i]t is unlawful for any person operating or occupying a motor vehicle on a street or highway to operate or amplify the sound produced by a radio, tape player, or other mechanical sound-making device or instrument from within the motor vehicle so that the sound is plainly audible at a distance of 100 feet or more from the motor vehicle;” and

WHEREAS, the City Council desires to protect the health, safety, and welfare of those residing in, visiting, or doing business in the City of Norcross through the reasonable regulation of certain noises; and

WHEREAS, the City Council desires to adopt reasonable regulations concerning noise that are clear to follow and can be effectively and efficiently enforced; and

WHEREAS, the adoption of the proposed Noise Control Ordinance has been duly noticed and advertised in accordance with Official Code of Georgia Annotated Section 25-10-2(c); and

WHEREAS, the City Council finds that the adoption of a new and revised Noise Control 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 II of Chapter 26 of the Code of Ordinances of the City of Norcross entitled “Noise Control” is hereby amended as follows:

By deleting Sec. 26-19 through Sec. 26-45 of Article II of Chapter 26, entitled “Noise Control,” in their entirety and substituting a new Article II, Sections 26-19 through 26-23, which sections read as follows:

“ARTICLE II. – NOISE CONTROL.

Sec. 26-19. Purpose and standards.

- (a) Purpose. This article is enacted to protect, preserve and promote the health, safety and welfare of the citizens of the city through the control of noise. It is the intent of this article to establish standards that will reduce excessive community noises, which are harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and property and in the conduct of business.
- (b) Sound measurement standards for law enforcement personnel. For the purposes of this article, "plainly audible" shall mean any sound emanating from the specific sound-producing sources set forth below which can be heard from the distances set forth below, using the following sound measurement standards: Measurement shall be by the auditory senses of a person standing at a distance no less than the required minimum distance from the source of the sound. For music and other noise, words and phrases need not be discernable. For music and other noise, bass reverberations are included.

Sec. 26-21. Prohibited Conduct.

- (a) Restrictions of 300 feet for 7:00 a.m. through 10:00 p.m. Sunday through Thursday and 7:00 a.m. through 11:00 p.m. on Friday and Saturday.
 - 1. Mechanical sound-making devices. It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the building, structure or vehicle, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 7:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 7:00 a.m. and 11:00 p.m. on Friday and Saturday.
 - 2. Human-produced sounds. It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the place, building, structure, or in the case of real property, beyond the property limits, in which the person is located, whichever is farthest, between the hours of 7:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 7:00 a.m. and 11:00 p.m. on Friday and Saturday.
 - 3. Commercial advertising. It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument,

phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 7:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 7:00 a.m. and 11:00 p.m. on Friday and Saturday.

4. *Party noise.* It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or social event to produce noise in such a manner that such noise is plainly audible at a distance of 300 feet or more from the building or structure from which the noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 7:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 7:00 a.m. and 11:00 p.m. on Friday and Saturday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who resides in or on the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in subsections 1. or 2. above.

(b) Restrictions of 100 feet for 10:00 p.m. through 7:00 a.m. Sunday through Thursday and 11:00 p.m. through 7:00 a.m. on Saturday and Sunday.

1. *Mechanical sound-making devices.* It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the building, structure, or motor vehicle or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. on Saturday and Sunday.
2. *Human-produced sound.* It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the place on public streets and sidewalks, or in the case of private real property, beyond the property limits, on which the person is located, whichever is farthest, between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. on Saturday and Sunday.

3. Commercial advertising. It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument, phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. on Saturday and Sunday.
 4. Party noise. It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or event to produce noise in such a manner so as to such noise is plainly audible at a distance of 100 feet or more from the building or structure from which the party noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. on Saturday and Sunday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who resides in or on the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in subsections 1. or 2. above.
- (c) Restrictions for areas within apartments, condominiums, townhouses, duplexes, or other such residential dwelling units.
1. Except for persons within commercial enterprises that have an adjoining property line or boundary with a residential dwelling unit, it is unlawful for any person to make, continue, or cause to be made or continued any noise in such a manner as to be plainly audible to any other person a distance of five feet beyond the adjoining property line wall or boundary of any apartment, condominium, townhouse, duplex, or other such residential dwelling units with adjoining points of contact.
 2. For the purposes of this subsection, "noise" shall mean human-produced sounds of yelling, shouting, hooting, whistling, singing, or mechanically produced sounds made by radio-receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing, or amplifying of sound, or any combination thereof.
 3. For the purposes of this subsection (c), "property line or boundary" shall mean an imaginary line drawn through the points of contact of (1) adjoining apartments, condominiums, townhouses, duplexes, or other such residential dwelling units with adjoining points owned, rented, or leased by different persons; or (2)

adjoining common areas or adjoining exterior walls. Said property line or boundary includes all points of a plane formed by projecting the property line or boundary including the ceiling, the floor, and the walls.

(d) Restrictions regarding noise produced by consumer fireworks. The use or ignition of consumer fireworks as defined in O.C.G.A. § 25-10-1 that willfully make, continue, or cause to be made or continued any excessive, or unusually loud noise, except during the following dates and times:

1. On January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September and December 31 beginning at the time of 10:00 a.m. and up to and including the ending time of 11:59 p.m.; and
2. On January 1 of each year beginning at the time of 12:00 midnight and up to and including the ending time of 1:00 a.m.
3. For the purposes of this section, the term "consumer fireworks" shall have the meaning set forth in O.C.G.A. § 25-10-1(a)(1), but such term shall not include those items excluded therefrom in O.C.G.A. § 25-10-1(b) as such code section is enacted or as may be amended in the future.

(e) Exclusions. The prohibitions of this section shall not apply to the following:

1. Noises and/or sounds caused to be made by manufacturing, governmental, or commercial entities in the normal course of their business;
2. Noises and/or sounds emanating from any official private school event at a private school located in the city or any official county school district event on county school district property;
3. Noises or sounds made by domestic animals, which noises or sounds are controlled by section 6-1;
4. Sound volumes produced by radio, tape player, or other mechanical sound making device or instrument from within a motor vehicle on a street or highway, which sound is controlled by the O.C.G.A. § 40-6-14; or
5. Noises or sounds made by law enforcement and other public safety officials performing their public functions.

(f) Landscape maintenance devices. Time restrictions on use of landscape maintenance motorized devices such as leaf blowers, lawn mowers, or chain saws. It is unlawful for any person to use or operate any noise- generating, motorized landscape maintenance devices, including, but not limited to, leaf blowers, lawn mowers, or chain saws, within any residential zoning district or in areas within 300 feet of any residential zoning district from 9:00 p.m. to 8:00 a.m.

(g) Construction noise.

1. Noises from exterior site and building construction activity are exempt from this section between the hours of 8:00 a.m. and 10:00 p.m. on weekdays and 10:00

a.m. and 8:00 p.m. on Saturdays and holidays. Exterior site and building construction activity may occur on Sundays and outside of hours specified above on other days of the week when the contractor applies for, and is granted, a variance by the Director of Community Development and Planning as outlined below.

2. Interior construction activity may take place between the hours of 7:00 a.m. and 10:00 p.m. weekdays and Saturdays. Interior construction may take place between the hours of 10:00 a.m. and 10:00 p.m. on Sunday and holidays when the contractor applies for, and is granted, a permit by the Director of Community Development and Planning.

(h) Variances. A variance from the above-referenced hours/days of operation for construction noise may be requested, in writing, at least 48 hours prior to the proposed construction operation, for consideration by the Community Development Director or his/her designee. Such a request shall state:

1. The reasons that support a claim of need based on specific loss or inconvenience or weather-related considerations for such a variation from the allowable workdays/hours;
2. The impact that the denial of this request would have on the applicant's project and the surrounding properties;
3. The steps which have been taken by the applicant to communicate those needs and impacts to owners of surrounding and nearby properties;
4. The steps that have or will be taken to limit the impact of the proposed activity upon surrounding and nearby properties; and
5. The possible risks to public health and safety.

If the Director finds that the application adequately demonstrates the need for a variance from the above allowable workdays/hours, adequately provides for mitigation of the impact upon surrounding and nearby properties and poses no additional risk to public health and safety, then permission shall be granted for a variance to alter the allowable workdays/hours during one ten-day period. There shall be no more than three requests in any calendar year approved administratively for any one construction project. Each new request must be a minimum of 30 days from the end date of the most recently approved request.

The prohibitions of this subsection (h) shall not apply to government road, water, sewer, stormwater construction or maintenance projects or other government construction projects or to utility company construction or maintenance projects.

(i) Commercial entities near single-family residential zoning districts.

1. Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of their business, the provisions and prohibitions of Sec. 26-21, entitled "Prohibited Conduct," subsection (a), concerning "restrictions of 300 feet for 7:00 a.m. through 11:00 p.m. Sunday through Thursday and 7:00 a.m. through 12:00 midnight on Friday and Saturday" and its subparts 1. through 4. shall apply to noises and/or sounds

generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 300 feet beyond the property boundary of the property from which the noises and/or sounds emanate.

2. Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of their business, the provisions and prohibitions of Sec. 26-21 entitled "prohibited Conduct," subsection (b), concerning "restrictions of 100 feet for 11:00 p.m. through 7:00 a.m. Sunday through Thursday and 12:00 midnight through 7:00 a.m. on Friday and Saturday," and its subparts a. through c. shall apply to noises and/or sounds generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 100 feet beyond the property boundary of the property from which the noises and/or sounds emanate.

- (j) Engine, muffler and/or exhaust system noise. No person shall use, operate, or cause to be used or operated any motor vehicle equipped (or the failure to be equipped) with an engine, muffler, muffler cutout, muffler bypass, bypass, muffler system, exhaust system, or similar device which causes a noise or sound which is plainly audible at a distance of 100 feet or more from the motor vehicle.

Sec. 26-22. - Penalties.

Any person violating the provisions of this article may, upon conviction, be punished in accordance with section 10-17.

Sec. 26-23. - Responsibility for enforcement.

The city police department shall have the responsibility for the enforcement of this article."

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 _____, 2022.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	22-6376	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/18/2022 6:30 PM	In Control:	Policy Work Session
Title:	Update to Town Center LCI		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Town Center LCI Packet](#)
2. [Resolution in support of application](#)

Title
 Update to Town Center LCI

Drafter
 Tracy Rye



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

Agenda Report

To: Mayor and Council
From: Tracy Rye, AICP
Agenda: January 18, 2022 Policy Work Session
Agenda #: 22-6376
Item: Update to Town Center LCI
CC: Eric Johnson

Recommendation

Based on the Community Work Program item LU.3—Update Town Center LCI Study in 2022, the Community Development and Planning Department recommends moving forward with an application to the Atlanta Regional Commission (ARC) for Livable Centers Initiative (LCI) funding for the study update.

Background

Norcross has been the recipient of several LCI awards for studies and projects over the last several years. Each LCI Study awarded is to be updated in a routine manner, and each study is always eligible for further LCI funding to complete an update. In December 2021, the City Manager, Assistant City Manager and Community Development staff met with ARC representatives about the possibility of pursuing an update to the Town Center study.

As a result of the Infrastructure Jobs Act, EV charging is a focus, and funding is available through the Surface Transportation Block Grant program (STBG) for infrastructure, with community chargers as an allowable expense for implementation. It's also anticipated that there will be a regional electrification plan adopted in 2022.

It is anticipated that an update to the City's Town Center LCI could be accomplished at an estimated total cost of \$200,000. Deliverables from this updated study can be anticipated to include the following:

Locations for EV charging infrastructure

Demand for the immediate term, 5 years and 10 years into the future

Infrastructure needs

Development Codes updates/Incentive Development for residential addition of appropriate infrastructure ahead of residential code requirements for installing said infrastructure

Other benefits to pursuing this update at this time include expanding the LCI study area to also include both sides of Buford Highway, relying on the recently completed Buford Highway Master Plan, to also address quick pedestrian safety improvements in the corridor in addition to identifying long term fixes including railroad pedestrian crossings in the Downtown.

Financial Impact

Based on an estimated \$200,000 total study cost, the financial impact for the City in an 80/20 matching plan would be \$40,000 to be requested in the 2023 Community Development and Planning budget.

Consistent with Comprehensive Plan?

This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan as it addresses Community Work Program Item LU.3 – Updated Town Center LCI

Next Steps

Instruct Grants Writer to complete LCI application, due 2/28/22

*Mayor and Council meeting, Monday, February 7, 2022, 6:30 PM

Attachments

Resolution in support of application

Update

**RESOLUTION
IN SUPPORT OF THE NORCROSS TOWN CENTER UPDATE
2022 LIVABLE CENTER INITIATIVE APPLICATION**

WHEREAS, the City seeks to encourage redevelopment opportunities within the city limits and beyond: and

WHEREAS, the Livable Centers Initiative program is designed to allow for regionally focused studies and implementation plans for land use, transportation, and other infrastructure changes that will enhance cities and the overall Atlanta Metro area; and

WHEREAS, the City intends to determine appropriate solutions to allow for such land use, transportation, and other infrastructure improvements;

WHEREAS, the Council agrees to submit a FY2022 Livable Centers Initiative application for the update to the Norcross Town Center LCI, recognizing that local matching funds for 20% of the grant would be required by contract,

BE IT THEREFORE RESOLVED, by the Council that the city staff is authorized to execute the grant application for the update to the Norcross Town Center LCI.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed. This February 7, 2022.

Craig Newton, Mayor

Attest: Monique Lang, City Clerk

Attachment: Resolution in support of application (22-6376 : Update to Town Center LCI)



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

City of Norcross

Legislation Details (With Details)

File #:	22-6377	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/18/2022 6:30 PM	In Control:	Policy Work Session
Title:	Rossie Brundage Basketball Court Options		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Rossie Brundage Court Options](#)
2. [Rossie Brundage Survey](#)
3. [PB and Basket OPTION 1](#)
4. [PB and Basket OPTION 2](#)

Title
Rossie Brundage Basketball Court Options

Drafter
Mary Beth Bender



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

Agenda Report

To: Mayor and Council
From: Mary Beth Bender
Agenda: January 18, 2022 – Policy Work Session
Agenda #: 22-6377
Item: Rossie Brundage Basketball Court Options
CC: Eric Johnson

Recommendation

Adopt a reuse plan for the existing basketball court at Rossie Brundage Park using Option 2 – replacing the full court with three Pickleball courts.

Background

Two issues have resulted in the current discussion of alternatives for use of the current basketball court at Rossie Brundage Park: There have been two instances of shots being fired in or near the Park when the basketball court was being used by adults. Residents have complained about activity by adults including noise and evidence of drug use. Review of data from a license plate reader indicates the Park is being used by individuals with non-Gwinnett tags. While the usage by non-residents is limited, While the usage by non-residents is limited, the City removed basketball goals in late 2021 to discourage activities that caused residents concern.

In a prior discussion with Mayor and Council, staff was asked for options and recommendations at Rossie Brundage Park related to the basketball court.

A separate issue involving the basketball court involves fencing and property ownership. Fencing had been installed on privately owned land. That fencing has been disconnected from fencing on the City's property, but the City has not, to date, been allowed to enter the adjacent property to remove the fencing. Additionally, there is a small pie-shaped piece of property that was to be dedicated to the City and part of the current basketball court extends onto that property.

At the time of this report, it has not been determined whether that property was transferred. If it has not, the City should be able to acquire it. Therefore, the ownership should not prevent the City from moving forward to redevelop the existing basketball court.

Mayor and Council requested costs for a half-court basketball court and a single pickleball court, and for a three-court pickleball alternative.

Option 1 provides a half-court for basketball, separated by a fence from a single pickleball court. It continues a basketball option on City property. It may not resolve the partial use by non-residents that led to closing the existing court.

Option 2 provides three pickleball courts. It is assumed that it resolves the non-resident usage issue – but it removes basketball from City parks.

Financial Impact

Fence repair of \$6,800 to replace existing fencing, plus
Option 1 – \$11,850; Option 2 - \$12,300

Up to \$19,100 would be required from the City's contingency account.

Consistent with Comprehensive Plan?

Goal 2 "Continue to Strengthen Norcross as a Livable, Inclusive, and Safe Environment".
Policy 2-6: Encourage new parks and community facilities to be located as focal points in neighborhoods.

Next Steps

Resolve ownership of property that was to be donated to the City and replace fencing.
Modify the existing court based on selected Option.

Attachments

Court Photos
Survey

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>

Update / Court Options:

Option 1

Half Basketball Court and one Pickleball Court

- Items 1-4 base costs (\$5,400), these items need to be done regardless of option:

1. Pressure wash the court to provide a clean surface for painting \$500
2. Fill cracks with acrylic/ cement crack filler. No warranty, they will start to re crack over winter. \$1800
3. Apply one coat of acrylic resurfacer, mixed with silica sand. \$1000
4. Apply 2 coats of Acrytech brand color. \$2,100
5. Paint 1 new basketball lines. \$750 for half court.
6. Paint 1 pickleball lines \$400 per court
7. Set 1 new permanent pickleball net posts including net, \$1,900
8. Fence between courts - \$3,400

Total = \$8,450 without fence in between courts

Total = \$11,850

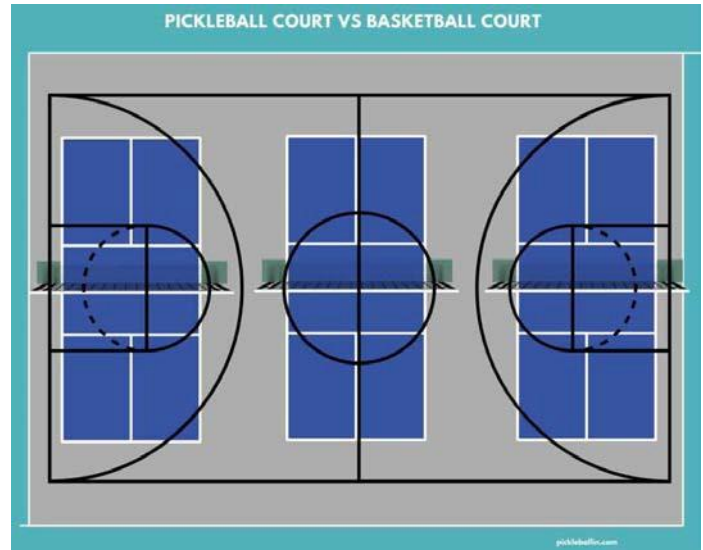
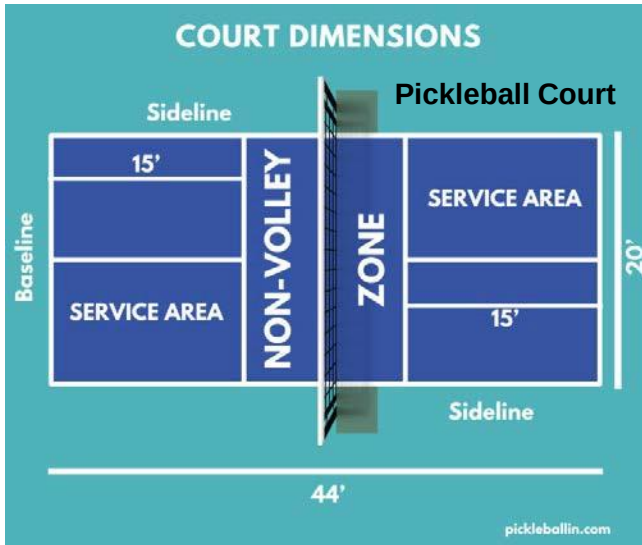
Option 2

Three Pickleball Courts

- Items 1-4 base costs (\$5,400), these items need to be done regardless of which striping system you choose.

1. Pressure wash the court to provide a clean surface for painting \$500
2. Fill cracks with acrylic/ cement crack filler. No warranty, they will start to re crack over winter. \$1800
3. Apply one coat of acrylic resurfacer, mixed with silica sand. \$1000
4. Apply 2 coats of Acrytech brand color. \$2,100
5. Paint 3 pickleball lines \$400 per court (\$1,200 for 3 courts)
6. Set 3 new permanent pickleball net posts including net, \$1,900 per court (\$5,700)

Total = \$12,300



Option #2 – 3 Pickleball Courts



**Option #1
Pickleball & Half Basketball
Court**

Courts Current Condition



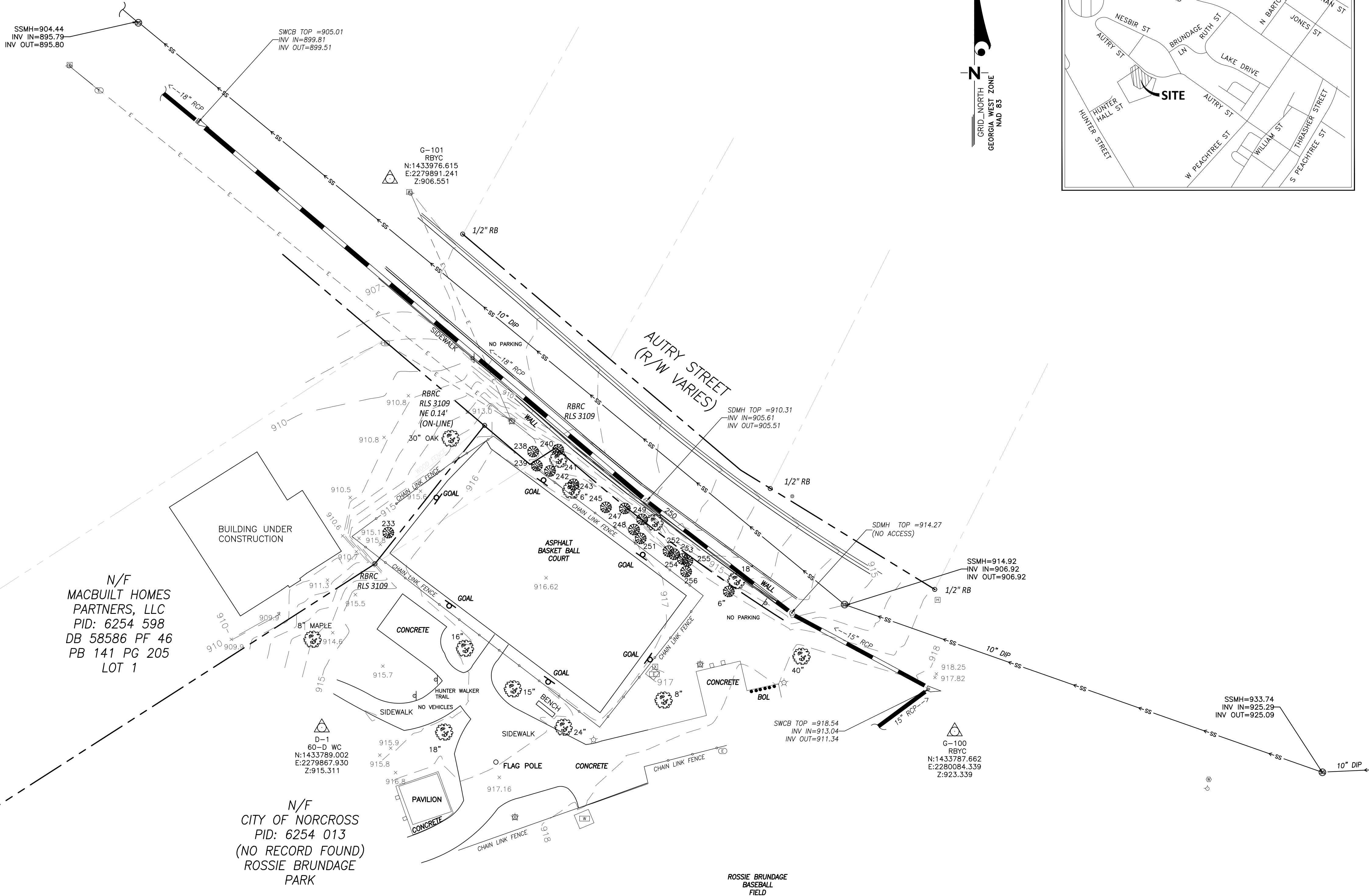
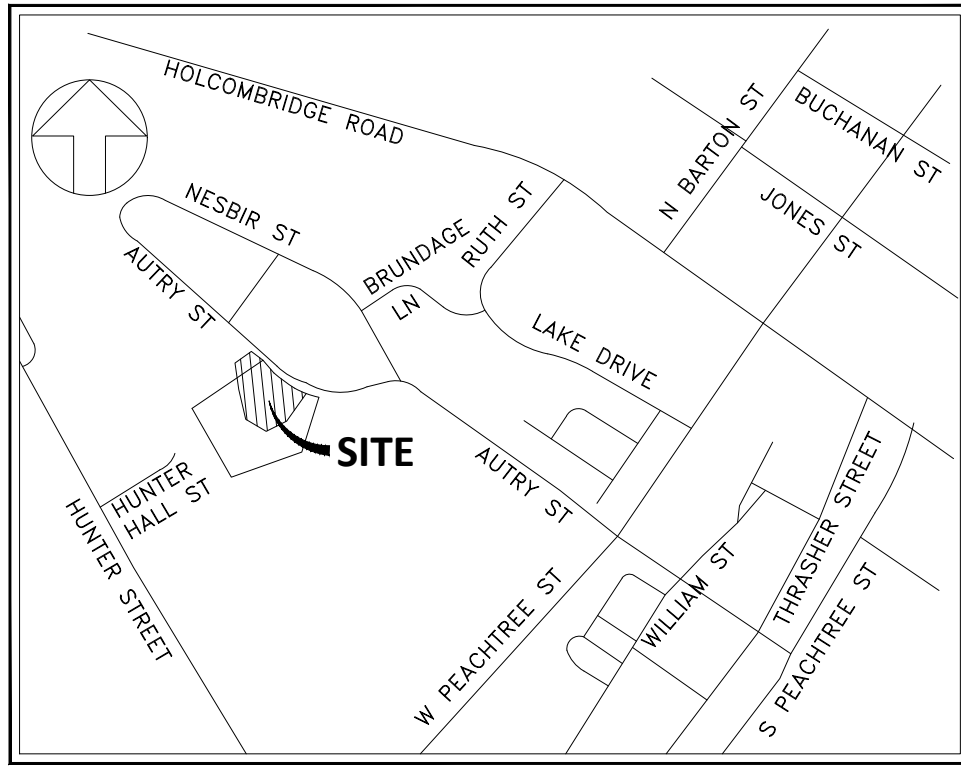
GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 0.3 SECOND PER ANGLE AND WAS ADJUSTED USING LEAST SQUARES. A TRIMBLE 56 WAS USED TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS. WORK WAS COLLECTED 01-03-2022 THRU 01-04-2022.
2. THIS SURVEY IS RELATIVE TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE AS REFERENCED TO NAD83 (2011) HORIZONTAL AND NAVD83 (GEOID18) VERTICAL. COORDINATES WERE DERIVED FROM eGPS SOLUTIONS VRS NETWORK USING A CHAMPION PRO GPS RECEIVER, COMBINED (GRID) FACTOR IS 0.99986098 AT D-1.
3. THIS PROPERTY IS LOCATED WITHIN OTHER AREAS, ZONE "X" (NOT SHADED) AS PER FEMA FLOOD INSURANCE RATE MAPS OF GWINNETT COUNTY, GEORGIA, AS SHOWN ON MAP NUMBERS 13135C 0081G & 0082G, HAVING AN EFFECTIVE DATE OF MARCH 04, 2013.
4. LAND SURVEYORS AS PROFESSIONALS LICENSED BY THE STATE OF GEORGIA ARE NOT EXPERTS IN THE IDENTIFICATION OF WETLANDS, CEMETERIES OR BURIAL GROUNDS, ITEMS OF HISTORICAL OR OF CULTURAL SIGNIFICANCE. THEREFORE, EXCEPTION IS TAKEN TO ANY SUCH MATTERS WHICH MAY EXIST ON THIS PROPERTY.
5. THIS IS NOT A PROPERTY SURVEY, PROPERTY LINES SHOWN ARE FOR REFERENCE ONLY AND ARE BASED ON SUBDIVISION PLAT RECORDED AT PLAT BOOK 141 PAGE 205, GWINNETT COUNTY, GEORGIA RECORDS.
6. TREES SHOWN HEREON ARE BY SIZE AND TYPE, AND/OR TAG NUMBER.

LEGEND

SURVEY CONTROL	DRAINAGE
BM Benchmark	Single-wire Catch Basin (SWCB)
Control Point	Storm Drain Manhole
TOPOGRAPHIC FEATURES	SEWER
Street Sign	Sanitary Sewer Manhole (SSMH)
Ballard	Cleanout
Property Corner	
EXISTING OVERHEAD	WATER
Electric Line	Fire Hydrant
Electric	Water Vault
PROPERTY	Water Valve
LAND LOT LINE	ELECTRIC/POWER
PROPERTY LINE	Electric Box
FENCE LINES	Guy Wire
Chain link fence	Power Pole/Utility Pole
Wood Fence	Street Light/Light Pole
ABBREVIATIONS	Underground Power
Corrugated Metal Pipe	Handhold
CMP Clean Out	Trees
CO Dead Book	Deciduous
DB Ductile Iron Pipe	Evergreen
DIP Now or Formerly	
N/F Plat Book	
PB Page	
PG Reinforced Concrete Pipe	
RCP Rebar With Red Cap	
RBRC Rebar With Yellow Cap	
60-D WC 60-D Nail With Cap	
RB Rebar	
IPS Iron Pin Set	
PID PARCEL (TAX) IDENTIFICATION	
Approx. Loc. LLL APPROXIMATE LOCATION LAND LOT LINE	

VICINITY MAP - NOT TO SCALE



UTILITY NOTE

THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (INCLUDING BUT NOT LIMITED TO MANHOLES AND INLETS, VALVES) AND ARE SPECULATIVE IN NATURE AND MAY NOT BE COMPLETE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE [OR] FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED.



GRAPHIC SCALE: 1"=20'
CONTOUR INTERVAL= ONE FOOT

TOPOGRAPHIC SURVEY PREPARED FOR:

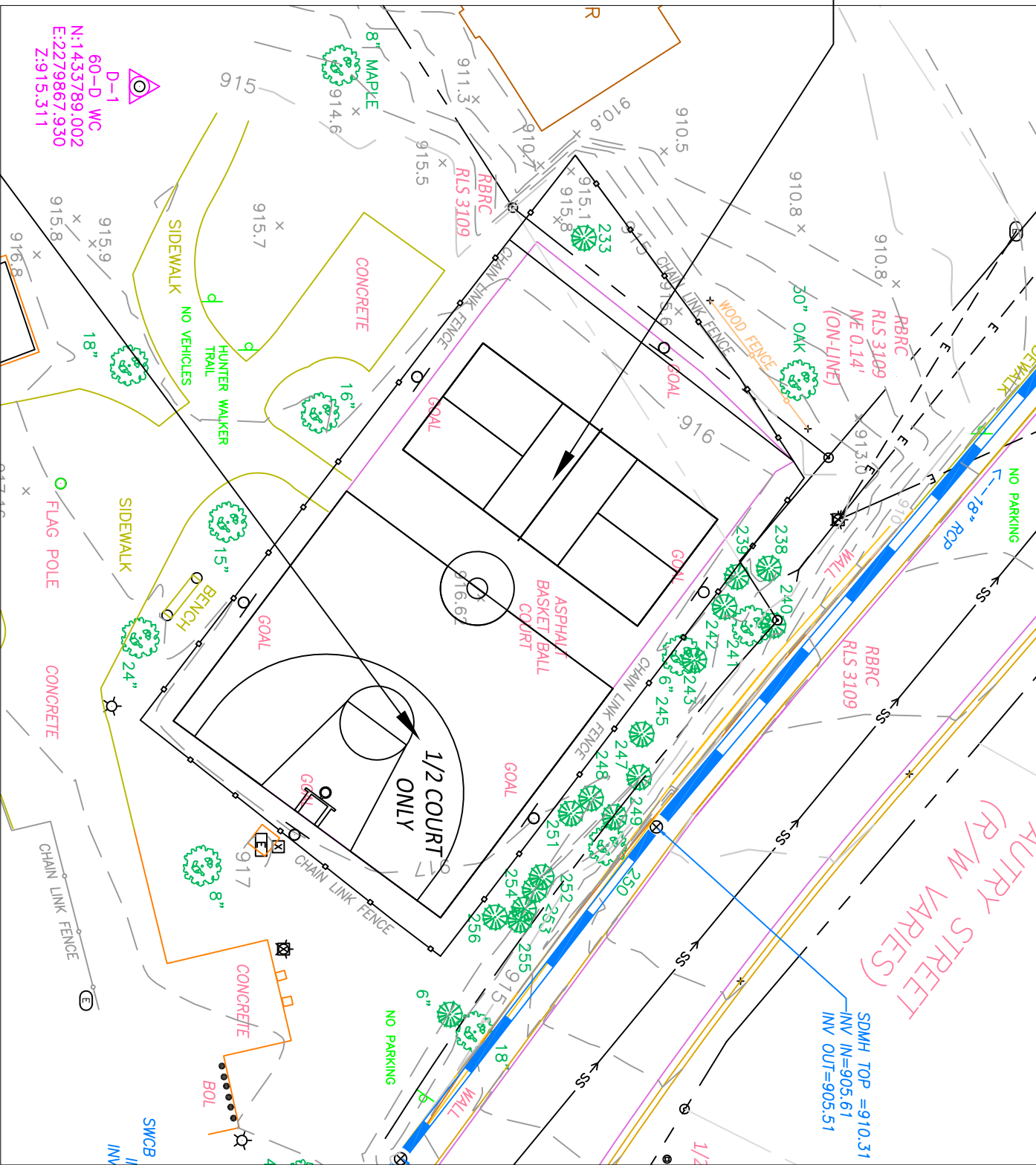
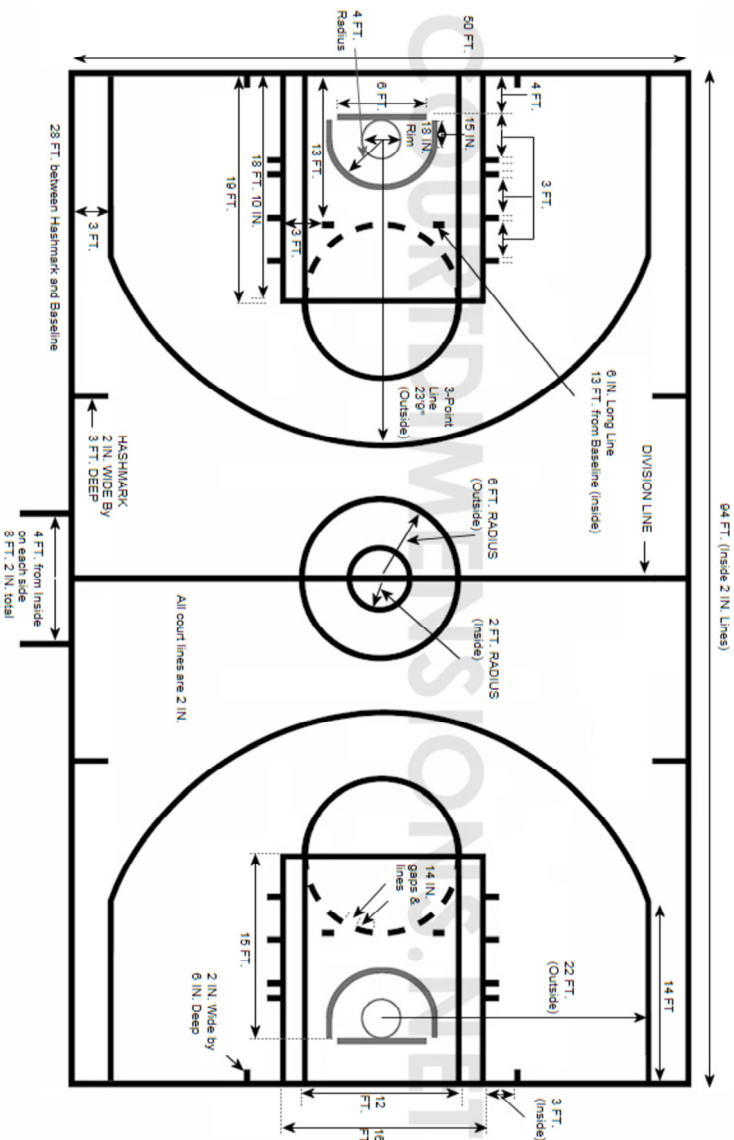
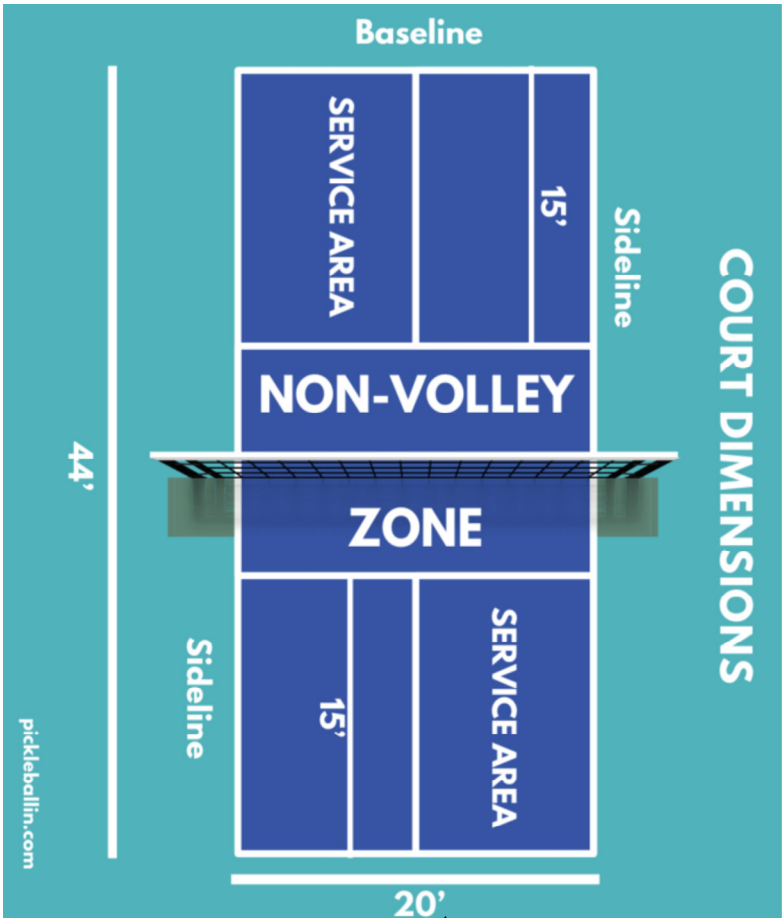
ROSSIE BRUNDAGE PARK
LAND LOT 254 OF THE 6th DISTRICT
GWINNETT COUNTY, GEORGIA
CITY OF NORCROSS

REVISIONS BY

DRAWN BY SMF
CHECKED BY RHP
DATE: 01/06/2022
SCALE: 1"= 20'
JOB No. 20329
SHEET NUMBER

1

SHEET 1 OF 1

[illegible]

NORCROSS
a place to imagine
CITY OF NORCROSS ENGINEER'S OFFICE
65 LAWRENCEVILLE ROAD NORCROSS, GA 30071 (678)421-2032

PROJECT NAME

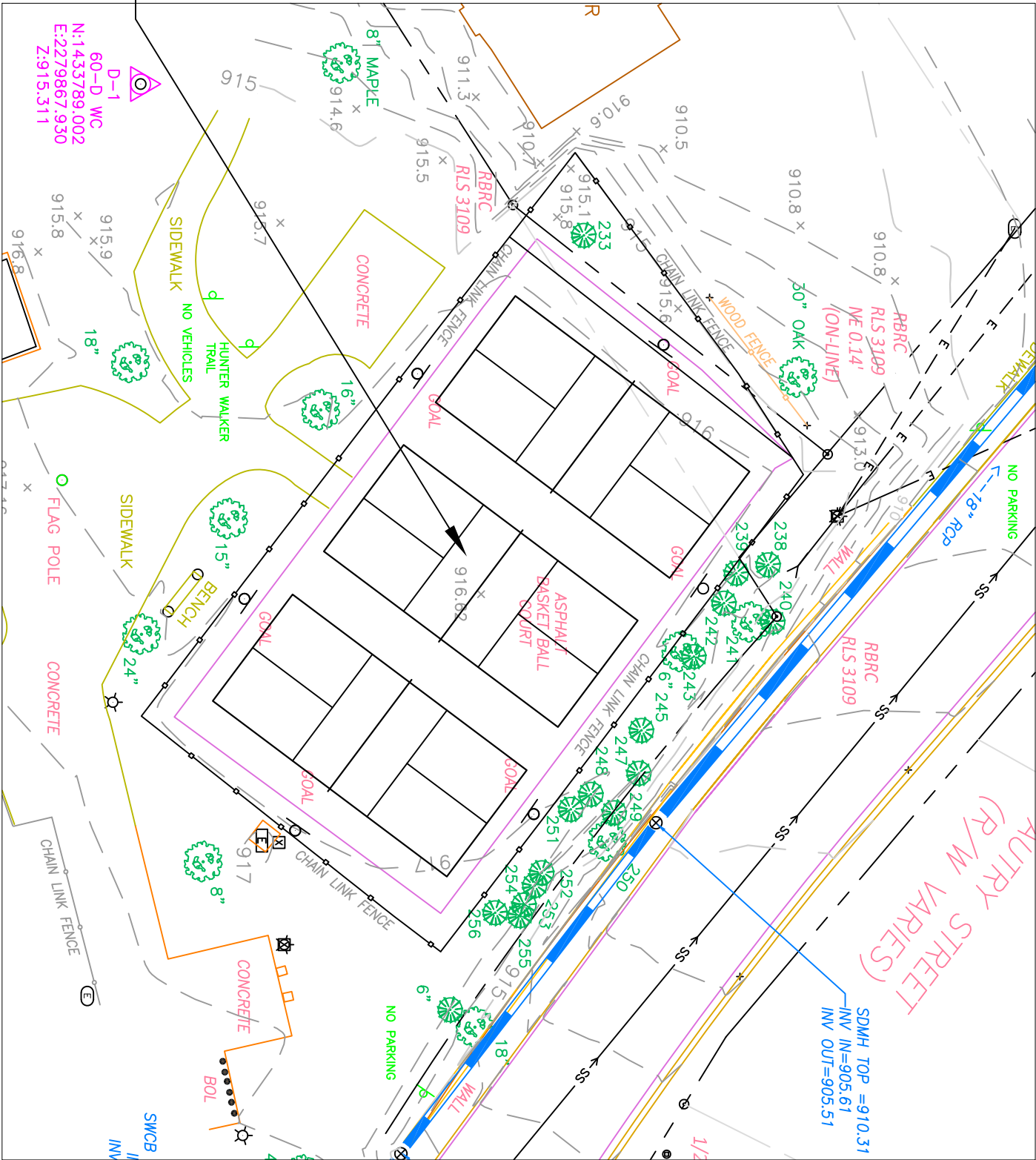
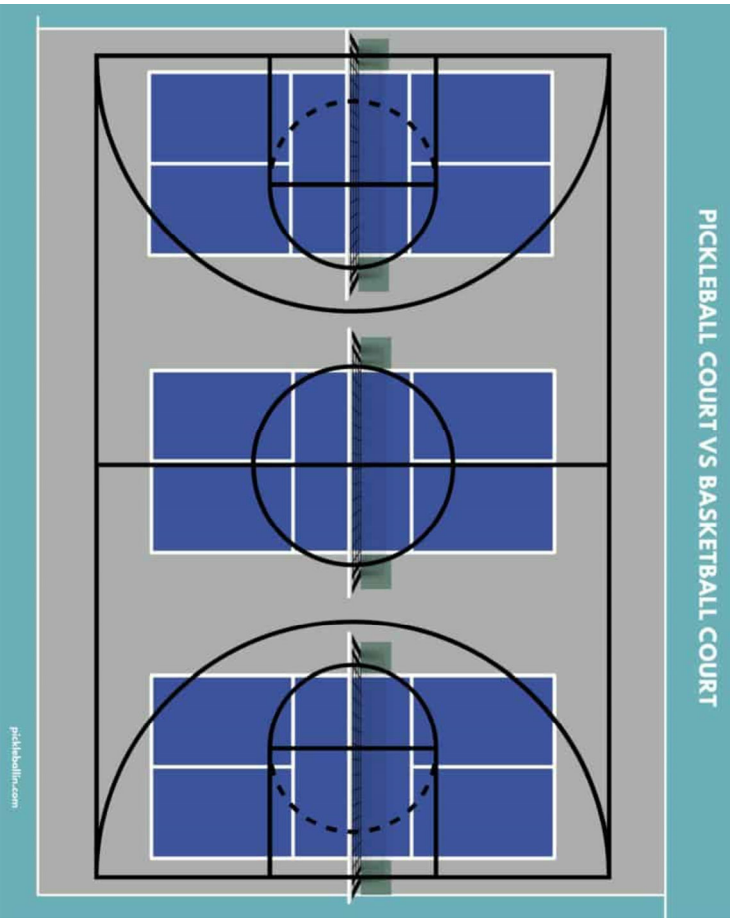
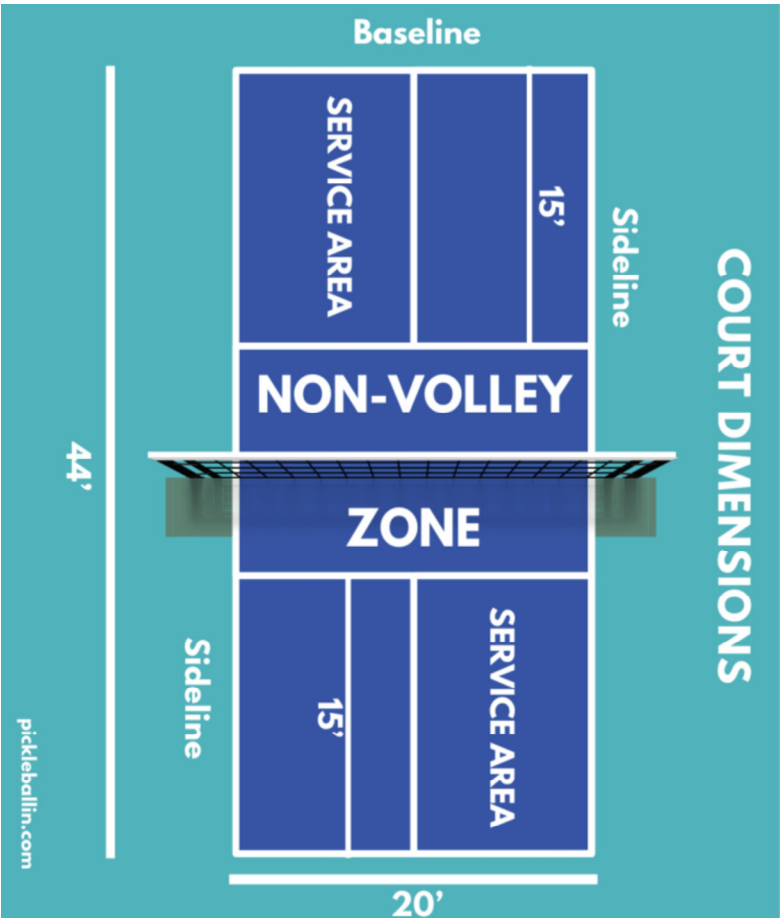
ROSSIE BRUNDAGE PARK

OPTION 1

SHEET TITLE

SHEET NO

DATE: 01/10/2022

[illegible]

NORCROSS
a place to imagine
CITY OF NORCROSS ENGINEER'S OFFICE
65 LAWRENCEVILLE ROAD NORCROSS, GA 30071 (678)421-2032

PROJECT NAME

ROSSIE BRUNDAGE PARK

OPTION 2

SHEET TITLE	
SHEET NO	
DATE: 01/10/2022	



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

City of Norcross

Legislation Details (With Details)

File #:	22-6379	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/18/2022 6:30 PM	In Control:	Policy Work Session
Title:	Johnson Dean Park Amended Contractor Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Johnson Dean Park Amended Contractor Agreement](#)
2. [Contractor Agreement - Johnson Dean Phase 2](#)
3. [Contractor Agreement Attachments - Johnson Dean Phase 2](#)
4. [RFP Addendums, PWUP 21-03](#)

Title
Johnson Dean Park Amended Contractor Agreement

Drafter
Mary Beth Bender



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

Agenda Report

To: Mayor and Council
From: Mary Beth Bender
Agenda: January 18, 2021 – Policy Work Session
Agenda #: 22-6379
Item: Johnson Dean Park Amended Contractor Agreement
CC: Eric Johnson

Recommendation

Proceed with amended contractor agreement for design and construction documents for Johnson Dean Park with Root Design Studio.

Background

Mayor and Council approved contractor agreement on Jan. 3rd. Root Design brought to our attention that the contract needed to be updated to accurately reflect services.

Financial Impact

\$16,670.00 – Approved Capital Item

Consistent with Comprehensive Plan?

This item reinforces Goal 2 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Continue to strength Norcross as a livable, inclusive, and safe Environment.

Next Steps

Execute contractor agreement with Root Design Studio.

Attachments

Contractor Agreement

Contractor Agreement

AGREEMENT BETWEEN ROOT DESIGN STUDIO

AND THE CITY OF NORCROSS

PROJECT: PWUP 21-03, JOHNSON DEAN PARK IMPROVEMENTS

Project Description

The scope for Johnson Dean Park improvements includes the below design elements as listed in RFP PWUP 21-03.

1. Field Run Survey:

- a. A boundary survey and a topographic survey at 2-foot intervals showing the property lines including Right-of-way, meets and bounds, total acreage, all existing features (Existing structures, limits of pavement, concrete, utilities (underground and above ground) with associated recorded easements.*
- b. If applicable survey existing natural features including streams centerline and wrested vegetation, floodplain, wetlands.*
- c. Survey to set flags at property corner and any missing pins.*
- d. Tree survey to include tree location, tree species, size, and caliper (diameter at breast height)*

2. Site Design:

The preparation of the construction plans of the improvements including the driveway widening, the addition of parking spaces (a minimum of 4 parking spaces along with a parking space for a school bus) and a 10' x 15 open sided pavilion, a single restroom and an entrance monument sign.

- a. Show Demolition limits of existing brick wall, necessary notes.*
- b. Detailed site plan illustrating the location of all proposed improvements with dimensions to property lines. Width of proposed driveway, limits of pavements and dimensions of parking spaces, location and dimensions of restroom facility, the pavilion, and the monument entrance sign.*
- c. The grading and drainage plan for the above-mentioned additions/improvements, with labeled slopes, flow arrows to indicate positive conveyance of runoff away from all existing and proposed structures.*

- d. *Conveyance structures (Swales, underground pipes) to be sized with all necessary data (Bottom of ditch, slopes, grade, capacity, pipe sizes, slopes, inverts, etc.)*
- e. *In the city's effort to promote green infrastructure and Low Impact Development BMPs parking spaces are to utilize Permeable pavers, all construction specifications and details are to be included*
- f. *Erosion and Sedimentation Control plans showing the location of all BMPs.*
- g. *Utility improvements (Water, Sewer and Electrical) including all profiles where necessary.*
- h. *Construction site details and Construction Notes*
- i. *Supplementary Landscaping, irrigation and grassing for all disturbed areas.*
- j. *Land disturbance permitting will be handled through the City of Norcross. The consultant will be required to submit design plans for municipal plan review where necessary. All revisions for permitting approval shall be included in the fee. City Engineer will manage permits from other agencies.*
- k. *Consultant shall provide an Hourly NTE Fee for bidding and construction administration to include response to bid questions (City will prepare the addendum) submittal review, RFIs, punch list inspection and punch list development and 6 discretionary site visits at the request of the City.*

This AGREEMENT is made this _____ day of _____ in the year two thousand twenty-two (2022) between **The City of Norcross**, hereinafter the "owner", and Root Design Studio, (hereinafter the "Contractor") for the following Project.

The contractor and owner for the consideration named herein agree as follows:

A. SCOPE OF WORK:

Root Design Studio shall be expected to meet with Public Works staff prior to the start of construction. This meeting shall serve as an opportunity for both parties to review the specifications and visit the project site.

Project to be completed in accordance with PWUP 21-03; the project should begin within ten (10) working days after notification of contract award.

Other Provisions

All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor may at its discretion, engage subcontractors to perform work hereunder, provided contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

All change orders shall be in writing and must be signed by the owner and contractor.

Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of the contractor or its employees and subcontractors. Contractor shall supply current declaration pages for such insurances at the execution of this agreement.

Design permit fees will be waived or paid by the City.

The City is contracted with Waste Management; thus the contractor must use their services for waste removal.

In the event owner shall fail to pay any periodic or installment payment due hereunder, contractor may cease work without breach pending payment or resolution of any dispute.

Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials. Notwithstanding anything set forth herein to the contrary, Contractor shall be liable to and pay to owner liquidated damages in the amount of \$500.00 per day for every day after the completion date the project is not completed. Owner shall have the non-exclusive option of deducting the liquidated damages from the contract price through reduction in the installments and or retainage.

The Contractor shall provide to melissa.zeigler@norcrossga.net a schedule of design activities. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

The contractor further represents and warrants as follows:

1. Contractor agrees to indemnify and hold owners harmless from any and all claims, actions, damages or litigation arising out of contractor's failure to perform under the terms and conditions within the agreement, including the payment of owner's attorney's fees.

A. ATTACHMENTS:

1. Attachment "A" City of Norcross Request for Proposal and bid specifications – Project Description
2. Attachment "B" Contractors Bid Document & Information
3. Attachment "C" E-Verify Contractor Affidavit
4. Attachment "D" SAVE Affidavit
5. Attachment "E" Additional Terms & Conditions
6. Attachment "F" Exclusions

B. FEE PROPOSAL:

1. The owner shall pay the contractor for the material and labor to be performed under the contract, the sum of sixteen thousand, six hundred and seventy dollars (\$16,670.00), subject to change-order additions and deductions.
2. Payment Applications will be submitted by the 10th of each month. Payment will be made by the tenth of the following month.

C. SCHEDULE:

1. Root Design Studio is prepared to begin work upon receipt of a signed contract.

D. PROJECT INSPECTIONS:

1. Not Applicable

E. TERMS AND CONDITIONS:

1. This Agreement shall be administered in accordance with the Terms and Conditions listed in Attachments. This Contract together with the exhibit identified herein, shall constitute the entire agreement between the City of Norcross and Root Design Studio in respect to the project and may only be modified in writing signed by both parties. Receipt of the signed agreement will serve as a notice to proceed.
2. This Agreement entered into as of the day and year first written above.

F. INSURANCE REQUIREMENTS

The contractor shall maintain the following insurance: (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance. All insurance shall be provided by an insurer(s) acceptable to the City, and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the contractor shall deliver to the city a certificate or policy of insurance evidencing the contractor's compliance with this policy. The contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Certificate Holder should read:

City of Norcross, its Elected Officials and
Employees, 65 Lawrenceville Street
Norcross, GA 30071

ROOT DESIGN STUDIO

CITY OF NORCROSS

(Signature)

Craig Newton, Mayor
(Signature)

(Printed name and title)

Craig Newton, Mayor
(Printed name and title)

Attest:

Monique Lang, City Clerk

(DATE)

(DATE)

(SEAL)

(SEAL)

Attachment: Contractor Agreement - Johnson Dean Phase 2 (22-6379 : Johnson Dean Park Amended Contractor Agreement)



JOHNSON DEAN PARK IMPROVEMENTS

DESIGN PROPOSAL

City of Norcross
 345 Lively Avenue
 Norcross, GA 30071
 Attn: Mary Beth Bender, Director

RFP No. PWUP 21-03

Root Design Studio
 Michael Kidd, Landscape Architect
 3469 Lawrenceville Hwy, Suite 204
 Tucker, Georgia 30084
 (404) 895-2253

Letter of Interest

October 13, 2021

Mary Beth Bender, Assistant City Manager
City of Norcross
345 Lively Avenue
Norcross, Georgia 30071

**RE: Request for Proposal, PWUP 21-03
Johnson Dean Park - Landscape Architectural Design Services**

Dear Mrs. Bender,

We greatly appreciate the opportunity to submit this proposal for Johnson Dean Park. Our team has carefully reviewed the information provided in the RFP, and we have visited the site to gain a clear understanding of the opportunities and challenges for this project. In response, we have prepared a thorough proposal to address all of the requirements of the RFP.

Our experience with projects similar to yours will allow us to generate a creative plan that responds to the specific conditions of this site and the unique characteristics of your community. We have worked with numerous municipal governments and communities like the City of Norcross, and we are excited about the opportunity to collaborate with you on this project.

Our team includes the following consultants:

Prime Consultant:	Root Design Studio, LLC
Civil Engineer:	Freedman Engineering Group, Inc.
Land Surveyor:	GeoSurvey, LTD.

Root Design Studio is licensed and insured to practice in the State of Georgia. We are not now, nor have we ever been involved in any litigation. As you will see in this proposal, we have the experience and technical expertise to handle all areas of service described in the RFP. In addition to delivering creative and unique designs, we pride ourselves on providing realistic solutions in an efficient and professional manner. Customer service is our highest priority, and our ultimate goal is to create beautiful and sustainable outdoor spaces that the City can be proud of and its residents can enjoy for years to come.

We look forward to working with the City and serving your Community. If you have any questions about this proposal, please call me any time at (404) 895-2253.

Sincerely,



Michael Kidd, RLA, LEED AP
Owner | Principal

Table of Contents

SECTION A: PROJECT TEAM

Company Profile	A-1
Organizational Chart.....	A-2
Summary of Qualifications.....	A-3
Personnel Resumes	A-6

SECTION B: EXPERIENCE

Relevant Experience	B-1
Similar Project Examples.....	B-2

SECTION C: SCOPE OF WORK

Scope of Work.....	C-1
Client Responsibilities	C-4
Project Schedule.....	C-5

SECTION D: BID FORMS

Bid Price & Exclusions.....	D-1
Hourly Rates	D-2
Certificate of Insurance	D-3
E-Verify Contractor Affidavit	D-4
SAVE Public Benefit Affidavit	D-5
Secure and Verifiable Document.....	D-6
References.....	D-7
Acknowledgement of Addenda.....	D-8
City of Tucker Business License	D-9



Section A: **Project Team**

Company Profile

Organizational Chart

Summary of Qualifications

Personnel Resumes



Design Services...

- master planning
- charrette facilitation
- site design
- hardscape design
- amenity design
- landscape design

Technical Services...

- tree protection plans
- construction documents
- specifications
- cost estimating
- value engineering
- permitting assistance
- bidding assistance
- construction observation
- contract administration

COMPANY PROFILE

- Landscape Architecture Firm
- Located in Tucker, Licensed in Georgia.
- Founded in 2011, **10 years in business!**
- 3 Landscape Architects, 1 Landscape Designer
- Core Values: Integrity, Quality Design, Customer Service
- Portfolio includes multiple parks, trails and civic greenspace

We generate creative design solutions to tackle the unique challenges of each site.

We deliver efficient production coupled with a proactive management style to meet project schedules and budgets.

We strive to create unique outdoor spaces that are functional and inspiring, sustainable and sensitive to the surrounding environment, elegant in their simplicity, contextually appropriate, and consistent with construction budgets and expected levels of maintenance.

MISSION

- Create vibrant and engaging public spaces
- Provide opportunities for outdoor recreation & access to nature
- Restore and enhance ecological systems
- Protect and preserve natural habitats for future generations

3469 Lawrenceville Hwy.
Suite 204
Tucker, Georgia 30084
404-895-2253
info@RootDStudio.com

www.RootDStudio.com



ORGANIZATIONAL CHART



Michael Kidd, RLA, LEED AP

Landscape Architecture
Project Management

**Freedman
Engineering
Group**
Civil Engineering

GeoSurvey, Ltd.
Land Surveying

Summary of Qualifications

Root Design Studio, LLC (RDS) is a Landscape Architecture firm located in Tucker, Georgia. The firm was founded in 2011 by **Michael Kidd**, RLA, and offers a full range of planning, design and construction administration services. We work with many municipalities in the Metro-Atlanta area on a variety of projects that include parks, trails and green infrastructure. Michael is a licensed landscape architect in Georgia, Florida and South Carolina, and will be your primary point of contact for the duration of the project.

Michael received a Bachelor's degree in Environmental Horticulture from the University of Florida in 1996. During that time he participated in the Parks Horticulture Internship at the Walt Disney World Resort in Orlando, FL. After graduating, he worked at Post Properties on a maintenance crew based out of Smyrna. He quickly worked his way up to supervisor of an elite crew that maintained three high-end residential estates in Buckhead.



Park Maintenance Area at MGM Studios, Disney World Resort

In 2001, Michael received a Master's in Landscape Architecture from the University of Georgia. Since that time he has worked for large and small design firms on both large and small projects in the public and private sectors. The first project he ever completed was Riverside Park on the Chattahoochee River in Roswell, GA.



Walking Trails at Riverside Park, Roswell, GA

From 2004 to 2007 Michael served as the on-site Landscape Architect and Program Manager for the Sandestin Golf & Beach Resort in the Florida panhandle. During that time, he was responsible for generating concept plans and detailed designs, producing construction and bidding documents, soliciting bids from qualified contractors, negotiating contracts, coordinating labor activities and ensuring the successful implementation of the master plan for more than \$4.5 million worth of grounds improvements. This intense field experience gave Michael an in-depth understanding of the construction process, which allows him to generate realistic plans that are grounded in reality.

Over his career Michael has successfully completed more than two dozen park projects all over the state of Georgia. He has been involved in every facet of this work including master planning, construction documents, permitting, and implementation. Park development has always been Michael's primary passion.

Michael will be the project manager and the lead designer for the project. He will coordinate schedules, perform the inventory and analysis of existing conditions, generate concept plans and cost estimates, give presentations of the material developed during the project, and oversee production of the final deliverables. Michael will also be responsible for making sure the project stays on schedule and under budget.



Playground at Fellwood Park, Savannah, GA

Root Design Studio will be teaming with **Freedman Engineering Group** for civil engineering and **GeoSurvey** for land surveying. Both of these firms have vast experience and are highly qualified for this particular project. RDS has worked with both firms on multiple projects, and we have an excellent working relationship.

Michael Kidd, RLA, LEED AP

Owner, Principal

EDUCATION

Master of Landscape Architecture, 2001

University of Georgia

Bachelor of Science, Environmental Horticulture, 1996

Bachelor of Art, Business Management, 1995

University of Florida

PROFESSIONAL EXPERIENCE

Founder/Principal, 2011 – present

Root Design Studio, Tucker, Georgia

Landscape Architect/Project Manager, 2007 – 2011

jB+a, Atlanta, Georgia

Program Manager/Designer, 2006 – 2007

Sandestin Owners Association, Destin, Florida

Landscape Architect/Project Manager, 2001 – 2006

Jordan, Jones & Goulding, Atlanta, Georgia

PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

Registered Landscape Architect: GA, FL, SC

LEED AP

GDOT Prequalified (3.08, 3.13)

Trail Master Certification (design, construction, crew leadership)

AFFILIATIONS

American Society of Landscape Architects

US Green Building Council

Friends of Johns Homestead Park, Board of Directors

SELECTED PARK AWARDS

McDaniel Branch Stormwater Facility

Audubon Society, Wildlife Sanctuary Certification

Gainesville Midtown Greenway Master Plan

American Society of Landscape Architects, Merit Award

Vickery Creek Covered Bridge

National Timber Bridge Awards, Merit Award

SELECTED MUNICIPAL PROJECTS

Big Spring Park, 2016

- ❖ *Public Works Department – McDonough, GA*
- ❖ *5 Acre Stormwater Park – asphalt trail, covered pavilion, boardwalk bridge/outdoor classroom, interpretive signage, site furnishings*
- ❖ *Scope – Public Input, Master Plan, Construction Documents, Bidding Assistance, Permitting Assistance, Construction Observation*

Connally Nature Park Master Plan, 2016

- ❖ *Recreation & Parks Department – East Point, GA*
- ❖ *25 Acre Nature Park – soft-surface trails, paved trails, seating areas, outdoor classroom, observation tower*
- ❖ *Scope – Master Plan*

Don White Memorial Park, 2012

- ❖ *Recreation & Parks Department – Roswell, GA*
- ❖ *10 Acre Park – sand volleyball, picnic pavilion and restroom building*
- ❖ *Scope – Master Plan*

Frederica Park, 2010*

- ❖ *Trust for Public Land – St. Simon's Island, GA*
- ❖ *50 Acre Park – multi-use field, trails, playground, pavilions, restrooms, dog park, labyrinth*
- ❖ *Scope – Master Plan, Construction Documents*

Garrard Landing Park: Phase 2 & 3, 2008*, 2012

- ❖ *Recreation & Parks Department – Roswell, GA*
- ❖ *25 Acre Park – picnic pavilion, restroom building, soft-surface trails, river overlook deck, 5k cross-country course*
- ❖ *Scope – Master Plan, Construction Documents*

Helen to Hardman Heritage Trail, 2018

- ❖ *GA DNR – Hardman Farm, GA*
- ❖ *Multi-Use Concrete Trail, 4,300 LF – stone archways, overlook deck, wooden boardwalks, outdoor classroom, stone seating area, interpretive signage*
- ❖ *Scope – Public Input, Master Plan, Construction Documents, Permitting Assistance, Construction Observation*

Sustainable Fellwood Park, 2009*

- ❖ *Recreation & Parks Department, Savannah, GA*
- ❖ *4 Acre Park – playground, event lawn, splash pad, central plaza with game tables, paved walkways, site furnishings, landscaping*
- ❖ *Scope – Public Input, Concept Plans, Construction Documents, Construction Observation*

Sykes Park Recreational & Fitness Trail, 2012

- ❖ *Recreation & Parks Department, East Point, GA*
- ❖ *7 Acre Park – soft-surface hiking trail, pedestrian bridges, outdoor fitness equipment*
- ❖ *Scope – Concept Plan, Construction Documents, Permitting, Construction Observation*

David Freedman, PE, LEED AP

Principal

BACKGROUND

David Freedman retired from a successful 30 year career at the Georgia Department of Natural Resources where he was Chief Engineer and Director of Engineering and Construction. While at the Department of Natural Resources he managed an annual capital outlay program from \$5M to \$30M consisting of several hundred projects a year ranging in size from less than \$10,000 to over \$10 M. David Freedman has been involved in thousands of construction projects of varying size and complexity. He has served as Project Manager, Owner's Representative, Architect/Engineer During Construction, Design Engineer, and Executive Administrator for Design-Build and Construction Management at Risk. He has been involved in all aspects of project management from concept development to operational assessments including programming, scheduling, cost estimating, professional services selection and contract negotiation, delivery method selection, procurement, and the entire array of construction management tasks. His project portfolio covers a wide range of project types consisting of: recreation including trails, boardwalks, campgrounds, picnic areas, swimming pools, and bathrooms; hospitality including hotels, golf courses, and restaurants; infrastructure including roads, bridges, water and sewer systems including treatment facilities; and buildings including offices, museums, visitor centers, and residences; and an extensive portfolio of historic preservation projects. Some of these projects were very unique and challenging and included constructing a 4,000 foot boardwalk through a swamp, restoring a lighthouse on a barrier island, and constructing a cable suspension bridge in a gorge.

At the Department of Natural Resources he developed and managed one of the most successful green building programs in the nation. The Georgia Department of Natural Resources ranks first among state agencies nationally with the highest number of newly constructed LEED certified buildings. His green building success led to his appointment to the U.S. Green Building Council's prestigious LEED Faculty where he conducts public and private LEED workshops across the Country. He conducted the first formal LEED Workshop in Cobb County that was sponsored by the County as they were beginning the implementation of their green building program. He has extensive experience in historic preservation and has had the unique opportunity to incorporate green building strategies into historic preservation projects. He also served as an External Advisor to the Director of the National Park Service. As one of the original members of the Development Advisory Board of the National Park Service, he was responsible for reviewing and recommending approval of Park Service construction projects. He also served as Agency Historic Preservation Officer for the Georgia Department of Natural Resources.

At Freedman Engineering Group, David Freedman continues to provide engineering design and project management services for clients such as the City of Marietta, Wilkinson County, the Georgia Department of Natural Resources, and the Georgia Environmental Finance Authority. He also serves as a LEED consultant and green building advisor to numerous public and private clients including projects for the National Park Service and the Technical College System of Georgia.

DISTINGUISHING QUALIFICATIONS

- Recipient of numerous personal and project awards including the American Council of Engineering Companies, Design Build Institute of America, Construction Owner's Association of America, Association of Conservation Engineers, Atlanta Business Chronicle, American Society of Landscape Architects, Georgia Trust for Historic Preservation, Georgia Department of Transportation, and Southface Energy Institute.
- Lecturer at numerous conferences and meetings throughout the Southeast.
- Author of numerous articles on green building practices and park and recreation design and construction.
- Instructor to several thousand professionals on various aspects of green buildings and the LEED rating system.
- Past Chairman and Current Board Member of the Marietta, Georgia Historic Preservation Commission and Historic Board of Review.
- Instructor at the newly created National Recreation and Park Association (NRPA) Green Parks School

University of Florida

Master of Engineering in Environmental Engineering Sciences

University of Florida

Bachelor of Science in Civil Engineering

LEED Faculty

LEED Accredited Professional

Green Advantage Certified (Faculty also)

PROFESSIONAL ENGINEERING REGISTRATIONS

Georgia, Alabama

PROFESSIONAL AFFILIATIONS

USGBC Georgia Branch/Atlanta Chapter (Past Board Chair and Current Treasurer), Association of Conservation Engineers (Executive Committee Member, Past President), Georgia Association of State Facilities Administrators (Past President), Georgia Trust for Historic Preservation, Georgia Association of Water Professionals



Land Surveying - 3D Laser Scanning

A Cobb County Chamber "Top 25 Business"

1660 Barnes Mill Road
Marietta, Georgia 30062
(770) 795-9900 (770) 795-8880 fax
www.geosurvey.com
Email: info@geosurvey.com

GeoSurvey, Ltd., is a regional land surveying services firm located in Marietta, GA, founded in 1996. We specialize in providing quality, cost effective land surveying for engineering firms, developers, municipalities, and other entities in need of our services. In addition to land surveying services, we also offer UAV Aerial Mapping services and 3D Laser Scanning services. GeoSurvey is registered throughout the Southeast including Georgia, Alabama, Florida, South Carolina and Tennessee.

GeoSurvey, Ltd., currently operates eight land surveying crews supported by seven registered land surveyors, multiple survey technicians, and other support staff. Although we regularly prepare surveys for the public, we specialize in "teaming" with other companies, providing our clients a necessary ingredient that offers a complete solution for development needs of municipalities, developers, architects, engineers, etc. We have developed all resources necessary to create a flawless alignment with our industry partners. All our work is prepared electronically and provided to our partners in the same format they use for design activities, resulting in a seamless transition from the field data acquisition and mapping phase to the design phase of a development project.

All our project managers are backed by the most up to date technical resources and highly trained personnel to easily tackle any land surveying project. Our field crews are equipped with the latest available technologically advanced equipment, including real time GPS positioning equipment, robotic total stations, advanced data collectors, unmanned aerial vehicles (UAV), 3d laser scanners, and late model vehicles. Each crew leader is trained in the use of this equipment and will present a professional image on any project. In addition to professional crews, each project manager is supported by a survey technician, assisting him in all types of drafting duties and other aspects of survey production. We also offer in-house resources for research for projects related to deeds, zoning, plats, flood mapping, and other data.

All survey drawings by GeoSurvey, Ltd. are prepared utilizing AutoCad drafting software, enhanced by Carlson Software made specifically for land surveying applications. Each drawing is delivered to our clients electronically if requested, as well as on paper. Our paper and digital presentation of our surveys is unique within our industry and is often a great selling point for our services. Each of our drawings is delivered *in color*. Imagine seeing all utilities, contours, and other parts of your survey in a unique color. Even though our drawing looks like a conventional blueprint at first glance, a closer look reveals important entities depicted in color. This truly makes the drawing much easier to use and clearer to any observer.

In addition to presenting our drawings in color, we also provide digital ground level photographs of every survey we do and place them on the face of our survey. Photograph position indicators are placed on the main body of the drawing, indicating the position of each photograph. We also provide digital orthographic aerial photos and oblique aerial photos for many of our projects. Finally, all surveys we complete are available to our clients in digital format, either in a .dwg or .pdf file. If requested, we can provide all digital images of the site electronically.

We also provide immediate support for all our surveys. All project managers for each survey are readily available via phone and email. In most cases, we can discuss your survey with you on the phone *during your initial call*. We are able to view any survey on our computer while you are talking to us and are usually able to easily resolve most issues with just one phone call. We are comfortable dealing with attorneys, engineers, architects, and other land professionals.

GeoSurvey, Ltd. Mission Statement

GeoSurvey is a team of Professional Land Surveyors committed to providing quality, accurate, and cost effective land surveying services.

We will strive in every way possible to provide our clients with completed survey projects that will meet or exceed all requirements and that will expedite the progress of any project. We will utilize the latest available technology to process our data and will educate ourselves effectively in the use of this technology.

We are also committed to providing an exciting and innovative work environment for our employees. We actively encourage and promote the advancement of our employee's careers.

Section B: **Experience**

Relevant Experience

Similar Project Examples

Relevant Experience

Nearly all of the projects listed below were done for state or local governments. Most of them involved design and implementation of park amenities including picnic pavilions, playgrounds, restrooms, signage and site furnishings. Many of them included new, renovated or expanded parking lots.

- **PARKS & CIVIC SPACES:**

- ~ Big Creek Park Restroom – *City of Roswell, Georgia*
- ~ Don White Memorial Park – *City of Roswell, Georgia*
- ~ Fire Tower Visitor Plaza – *Fort Mountain State Park*
- ~ Frederica Park – *St. Simon's Island, Georgia*
- ~ Garrard Landing Park: Phase 2 – *City of Roswell, Georgia*
- ~ Henderson Park Restroom – *City of Tucker, Georgia*
- ~ Jefferson Park Recreation Center – *City of East Point, Georgia*
- ~ Old City Hall Park – *City of Forsyth, Georgia*
- ~ Peters Park Playground and Parking Lot – *City of Tucker, Georgia*
- ~ Roswell Riverside Park – *City of Roswell, Georgia*
- ~ Sapelo Island Boardwalk and Pavilion – *Sapelo Island, Georgia*
- ~ Snellville Towne Green – *Snellville, Georgia*
- ~ Sustainable Fellwood Park – *City of Savannah, Georgia*
- ~ Sweetwater Creek State Park: Parking Lot Expansion – *Douglas County, Georgia*
- ~ Sykes Park Restroom – *City of East Point, Georgia*
- ~ Trail of Tears Memorial Park – *Pulaski, Tennessee*
- ~ Ware-Lyndon House Historic Garden – *Athens-Clarke County, Georgia*

- **GATEWAY PROJECTS:**

- ~ Cumberland Island National Seashore: Visitor's Parking Lot – *Cumberland Island, Georgia*
- ~ Davison-Arabia Mountain Nature Preserve – *Arabia Mountain Heritage Area*
- ~ Flat Rock Archives Gateway – *Arabia Mountain Alliance*
- ~ Garden City: GDOT Gateway Beautification – *Garden City, Georgia*
- ~ Lithonia Woman's Club Pocket Park – *Lithonia, Georgia*
- ~ North Norcross Tucker Road Gateway – *City of Norcross, Georgia*
- ~ Waycross Gateway – *Waycross, Georgia*
- ~ Welcome Signage Beautification – *Garden City, Georgia*

- **GREEN INFRASTRUCTURE:**

- ~ 483 Monument Avenue: Stream Buffer & Reforestation – *City of Atlanta, Georgia*
- ~ 1756 West Paces Ferry Road: Stream Buffer Revegetation – *City of Atlanta, Georgia*
- ~ Big Spring Stormwater Park – *McDonough, Georgia*
- ~ Gilliam Industrial Site: Stream Buffer Revegetation – *Douglas County, Georgia*
- ~ Mallalieu Pointe: Vegetated Bio-Cell – *City of East Point, Georgia*
- ~ McDaniel Branch Stormwater Park – *City of Atlanta, Georgia*



Arcade City Park

Arcade, Georgia

Arcade City Park is located in Arcade, GA. The park is approximately 8 acres and is the only recreational amenity within the City.

Root Design Studio was hired as the Landscape Architect for the Project, which include master planning, construction documents and construction administration.

The existing park was built over fifty years ago. The existing facilities were old and did not meet current building standards. The City's intent was to renovate the park to create a special gathering place for the residents.

The scope of the project included a custom pavilion and restroom building. The restroom included three stalls per gender. The park also included a brand new multi-age playground, walking trails and a new parking lot.

RDS worked with Freedman Engineering Group and Wright Gardner Architects. Together the design team prepared a complete set of construction documents, secured pre-development permits, facilitated the bidding process and contract negotiations, and provided construction oversight and administration for the City.

The park was completed in February, 2020 and has become a central part of the City's identity.



Sand Volleyball Court



Outdoor Fitness Equipment



Picnic Pavilion



Don White Memorial Park

Roswell, Georgia

Don White Memorial Park is located along the Chattahoochee River in Roswell, Georgia. The park is approximately 8 acres and includes 2 sand volley ball courts, a large picnic pavilion, outdoor fitness equipment, walking trails and a rest room building.

Root Design Studio was hired by the City of Roswell to produce design plans for the park. Michael Kidd was the lead designer and project manager. His roles included participating in several on-site meetings with the City to discuss layout options, production of several concept plans illustrating alternative layouts for the park, coordination with City representatives and the Atlanta Regional Commission to ensure compliance with MRPA, and final design drawings.

The project budget was approximately \$250,000. The park was completed in 2012.



Sand Volleyball Court



Outdoor Fitness Equipment



Picnic Pavilion



Garrard Park - Phase II

Roswell, Georgia

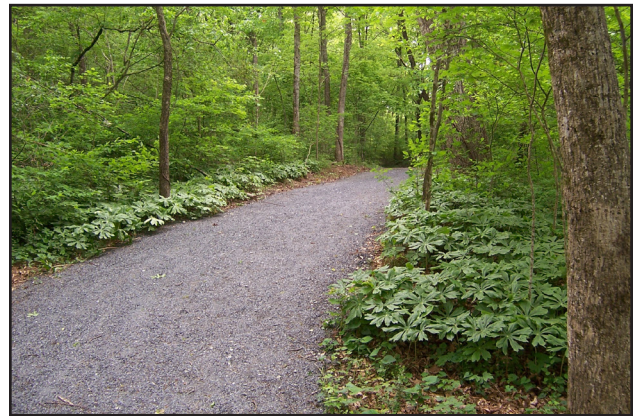
Experience prior to Root Design

Garrard Park is a passive park that sits on approximately twenty acres along the Chattahoochee River. The property includes a lawn area, a boat launch (constructed as Phase I), and about fifteen acres of picturesque riparian woodland.

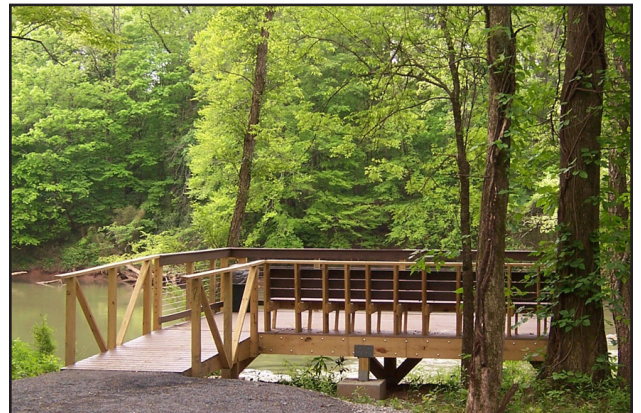
Phase II expanded the park program and amenities to include a 48' covered picnic pavilion, a multi-age playground, a restroom building and a soft surface walking trail. The picnic pavilion includes barbecue grills, picnic tables and trash receptacles. The walking trail meanders along the edge of the lawn area and loops back along the river bank through the woodland. A wooden observation deck was constructed to provide a view of some natural shoals at a bend in the river.

While employed at jB+a, Michael Kidd served as the project manager and lead designer. His roles included landscape and hardscape design, permitting coordination, construction document production, bidding assistance and construction observation.

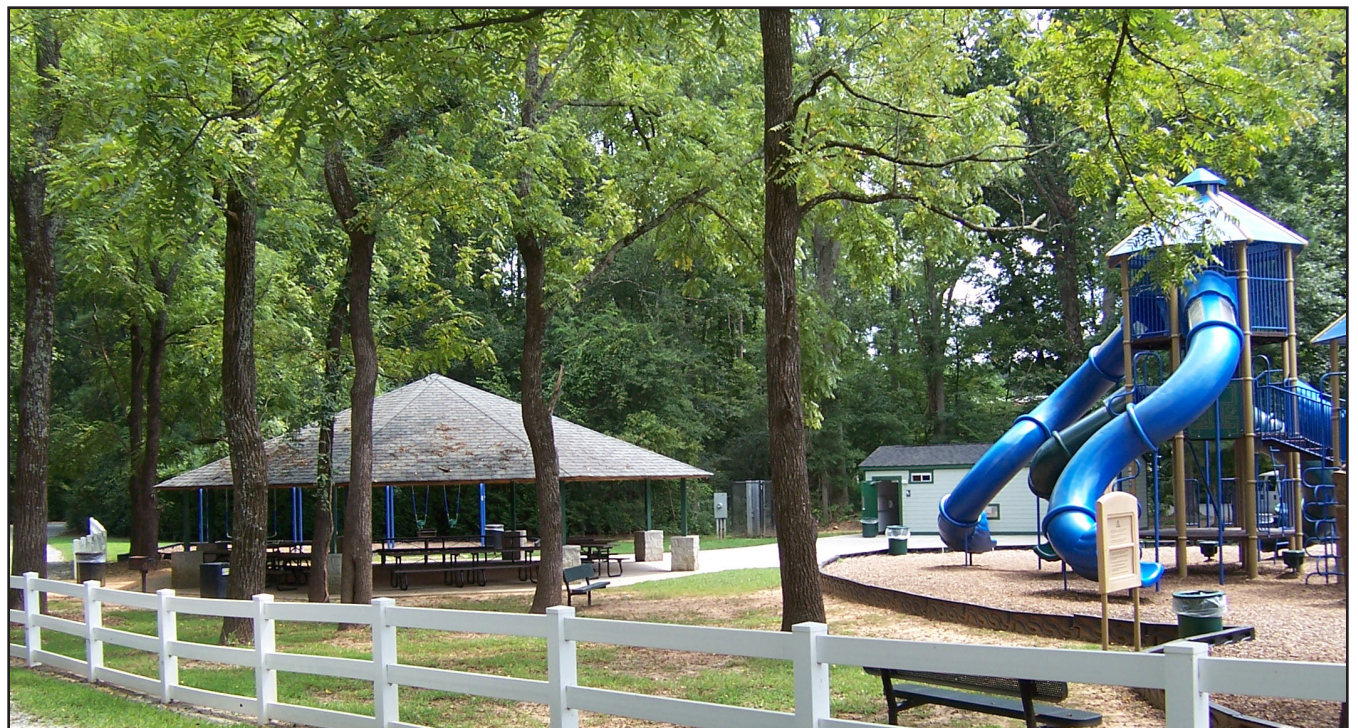
Project Budget: \$750,000



Soft-Surface Woodland Trail



River Overlook



Multi-Age Playground with Picnic Pavilion and Restroom Building



Sykes Park Trail & Restroom East Point, Georgia

The Sykes Park Recreational Trail is a natural surface loop trail system located within a seven-acre undeveloped area of Sykes Park. The parcel of land is contained within an existing loop road and consists of a dense mixed pine and hardwood forest on steep slopes that form a drainage creek, which bisect the site from north to south. The existing site includes several picnic pavilions and a playground.

The purpose of the trail is to provide outdoor recreational opportunities including hiking, bird watching, biking, fitness equipment, and an outdoor classroom. The trail is approximately 2,000 linear feet and includes two pedestrian bridges.

As part of this project a small pre-fabricated restroom was installed in another section of the park. The restroom was the "Cortez" model by CXT, which included two single accessible restrooms, one for each gender. The restroom also include one standard and one accessible drinking fountain.



Soft-Surface Trail



Fiberglass Foot Bridge



Big Spring Park McDonough, Georgia

Big Spring Park formerly contained two ball fields and was primarily used for active recreation. Around the year 2012, the City had a need for a new stormwater pond in this location. Understanding the importance of this site to the history of McDonough, City leaders recognized this as an opportunity to transform the property into a “stormwater park” that would become an amenity for residents and visitors to enjoy.

Root Design Studio was hired as the Landscape Architect to produce a master plan for the park that would incorporate several amenities around the pond including a multi-use trail, a boardwalk and outdoor classroom, an open-air pavilion and an overlook.

In addition to the amenities, the plan incorporated native and drought tolerant plants to create a living aquatic habitat around the stormwater pond.

When the master plan was complete, RDS produced construction documents, assisted the City with permitting and bidding, and oversaw construction of the project, which was completed in the spring of 2016.

Client Contact: Mr. Ronnie Thompson,
Public Works Director
RThompson@McDonoughGa.org
(678) 782-6277

Design Budget: \$45,000



Boardwalk & Outdoor Classroom



Open-Air Pavilion



Section C: **Scope of Work**

Scope of Work
Client Responsibilities
Project Schedule

Scope of Work

Task 1: Pre-Design

- During the Pre-Design Phase, RDS will perform the following services:
 - Participate in a Kick-Off meeting with the Client to review the project scope, schedule and budget, review the project goals and objectives, establish clear lines of communication and protocols, and discuss potential opportunities and challenges for the project.
 - Schedule the surveyor to begin the survey as soon as possible.
 - Prepare a preliminary base map (utilizing GIS and Google aerial photography) to be used as the basis of design for the schematic design concepts.
 - Perform an initial site visit to document existing conditions.
 - Due Diligence:
 - Review previous plans, studies and reports.
 - Review and identify applicable local, State and/or Federal code requirements.

Task 2: Survey

- A survey of the project area will be performed by GeoSurvey, LTD., a registered Land Surveyor licensed in the State of Georgia. The surveyor will provide a signed and certified digital copy of the final survey with legend and notes as required. The survey will include the following information at a minimum:
 - field-run topography (2-foot intervals);
 - existing well house footprint;
 - driveways, parking lots, sidewalks and other pavement surfaces;
 - retaining walls, and other above ground structures with pertinent spot elevations;
 - fences, light poles, signs and other above ground features;
 - above-ground utilities;
 - locations of below-ground utilities;
 - rim elevations on manholes;
 - inverts of storm and sanitary pipes;
 - centerlines of drainage swales, ditches, creeks and streams (as needed);
 - existing trees as required by the local jurisdictional code of ordinances.

- Upon completion of the survey, RDS will conduct a site visit to field verify the survey information and document any additional existing conditions that should be reflected on the base map.

Task 3: Schematic Design

- In order to expedite the schedule, RDS will utilize the preliminary base map from Task 1 to generate two alternative concept plans for the park. The concept plans will be developed while the surveyor is preparing the official boundary and topo survey. The concepts will be hand-drawn, color-rendered and labeled to highlight key features. The plans will include at a minimum, driveway improvements, 4 permeable parking spaces, a pre-fab pavilion, a pre-fab restroom, minor renovations to the well house, an entry sign, site furnishings, landscaping and other site improvements, as described in the RFP.
- RDS will prepare a rough order of magnitude budget estimate for both concepts.
- Upon completion of the concept plans and budget estimates RDS will present the information to the City for review and comment.
- Based on the City's feedback, RDS will prepare a Schematic Plan and preliminary budget estimate. The Plan will be drawn to scale with notes and labels to describe the design intent. Sketches, sections, elevations and precedent images will be provided, as needed, to further illustrate specific design concepts.
- The schematic plan will be presented to the City for review and approval.

Task 4: Construction Documents

- Based on the approved Schematic Plan, RDS will utilize the final Survey to prepare a complete set of construction documents and specifications for the project.
- Construction documents will include scaled and dimensioned site plans, erosion control plans, demolition plans, grading and drainage plans, utility plans, landscape/irrigation plans, and construction details, as needed, to implement the project.
- In general, technical specifications will be provided as notes on the drawings. Separate written technical specifications will be provided, as needed.
- Construction Documents will be suitable for pricing and will provide for complete installation, maintenance during construction, and warranty of the work.
- RDS will prepare an updated opinion of estimated construction costs for each level of construction documents.

- Construction documents and cost estimate will be provided to the Client for review and comment at 90% completion.
- Upon completion of construction documents, RDS will prepare and submit permit applications to the City for review and approval. RDS will address comments, as needed, to secure pre-construction development permits.
- Upon approval of permits, RDS will prepare a complete set of bid documents including an Invitation to Bid.

Task 5: Bidding & Construction Administration

These services will be provided on an hourly basis, as needed, per the hourly rates included below.

- Bidding assistance:
 - Attend a pre-bid conference.
 - Respond to RFI's and questions for clarification.
 - Review bids for accuracy and completeness.
 - Tabulate bids and review the results with the Client.
- Assistance with execution of the construction contract.
- Construction administration services:
 - Facilitate a pre-construction conference with the Client and the Contractor to review the scope and schedule.
 - Review and respond to Contractor RFI's.
 - Review submittals and shop drawings.
 - Attend progress meetings and/or site observations during construction to review the work completed, resolve outstanding issues, discuss schedule updates and critical path items, and review the Contractor's payment applications.
 - Perform a punch list inspection, upon substantial completion, and issue a punch list report to the Client and the Contractor.
 - Perform a final inspection and closeout of the project.

City Responsibilities

The City will be responsible for the following aspects of the project:

- Providing copies of or access to data, surveys, reports and other information relevant to the project.
- Providing appropriate access to the site and facilities within the site.
- Coordinating and facilitating any community/public input meetings.
- Providing timely feedback.
- Coordinating with Gwinnett County for any County permitting requirements.
- Assisting with preparation of advertisement for bids.
- Providing any relevant boiler plate bid document forms and content that the City may already possess.
- Paying (or waiving) any permit, land development or building construction fees.
- Providing geotechnical engineering and subsurface soil investigations as may be needed for design and construction.
- Providing material testing and special inspections as may be required during construction.

Anticipated Project Schedule

[from Notice to Proceed]

Task 1: Pre-Design

Kick Off Meeting	Week 1
Schedule Survey	Week 1
Prepare Preliminary Base Map	Week 1
Initial Site Visit	Week 1
Due Diligence	Week 1

Task 2: Survey

Boundary & Topo Survey	Weeks 1-6
------------------------	-----------

Task 3: Schematic Design

Alternative Concepts & Budget Estimate	Week 2
Client Review Meeting #1	Week 3
Schematic Plan & Updated Budget	Weeks 4-5
Client Review Meeting #2	Week 6

Task 4: Construction Documents

Construction Documents and Specifications	Weeks 7-8
Client Review Meeting #2 (90% CDs)	Week 9
Permitting	(TBD)
Final Bid Documents	(2 weeks)

Task 5: Bidding & Construction Observation (as needed)

Bidding Assistance
Project Award and Contract Execution
Construction Observation

In order to meet the 60-day schedule, we are proposing to generate our initial design based on field observations, while the official survey is being prepared. We feel confident that we can provide 90% construction documents for City approval within the 60-day window. Once CDs are complete, we would work through permitting and prepare final bid documents. Our team will do everything we can to expedite this schedule in order to meet the Client's timetable.

Section D: **Bid Forms**

Bid Price & Exclusions

Hourly Rates

References

Certificate of Liability Insurance

E-Verify Contractor Affidavit

SAVE Affidavit

Secure and Verifiable Document

City of Tucker Business License

BID PRICE

Fee Schedule:

Task 1: Pre-Design	\$1,440.00
Task 2: Survey	\$3,950.00
Task 3: Schematic Design	\$2,880.00
Task 4: Construction Documents	\$8,400.00
Task 5: Bidding & Construction Observation	<i>(hourly as needed)</i>
Total Lump Sum Fee	\$16,670.00

EXCLUSIONS

- The following items are not included in the scope of services:
 - Gwinnett County Permitting
 - Environmental Assessments and Reports
 - Perspective illustrations and final renderings for marketing
 - 3-D computer modelling or “fly-throughs”
 - Lighting photometrics
 - Retaining wall design
 - Engineering services including but not limited to geotech, structural, electrical
 - LEED or other third party certification program documentation and calculations
 - Fees related to obtaining permits (i.e. processing fees, impact fees, permit fees, etc.)
 - Owner requested revisions to the contract documents after submittal to permitting authorities
 - Revisions to the plans during construction due to unforeseen conditions
 - Certified as-built drawings

ADDENDA ACKNOWLEDGEMENT

Addendum #1 (PWUP 21-03)..... Received
 Addendum #2 (PWUP 21-03)..... Received

HOURLY RATES

Through July 31, 2022

<u>CATEGORY</u>	<u>HOURLY RATE</u>
Engineer	\$150.00
Landscape Architect	\$125.00
Surveyor	\$115.00
Survey Crew	\$145.00
Irrigation Designer	\$100.00
Draftsman/Technician	\$90.00
Administrative Staff	\$80.00

City of Norcross
Department of Public Works, Utilities & Parks

References:

The Contractor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within the metro Atlanta area.

City of Norcross requests a minimum of three (3) references where work of a similar size and scope has been completed.

1. Company Name: City of Tucker, Parks & Recreation
 Description of Project: Peters Park playground and parking lot
 Completion Date: March, 2021
 Contact Person: Rip Robertson, Director
 Telephone: 470) 273-3076 Fax: _____
 Email address: RRobertson@Tuckerga.gov

2. Company Name: City of Arcade
 Description of Project: Arcade Park: Playground, Pavilion, Restroom, Parking Lot
 Completion Date: February, 2020
 Contact Person: Kila Quigley, City Administrator
 Telephone: 706) 367-5500 Fax: _____
 Email address: k.quigley@cityofarcade.org

3. Company Name: City of Snellville
 Description of Project: Towne Green Park
 Completion Date: January, 2018
 Contact Person: Butch Sanders, City Manager
 Telephone: 770) 985-3516 Fax: _____
 Email address: bsanders@snellville.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2021 H.5.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EDGEWOOD PARTNERS INS CENTER/PHS 20266206 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (888) 443-6112 (A/C, No):
INSURED ROOT DESIGN STUDIO, LLC 3469 LAWRENCEVILLE HWY STE 204 TUCKER GA 30084-5866	E-MAIL	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A : Sentinel Insurance Company Ltd.	11000
	INSURER B : Trumbull Insurance Company	27120
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			20 SBA TU2109	04/24/2021	04/24/2022	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	☒ General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			20 SBA TU2109	04/24/2021	04/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)
	☒ HIRED AUTOS	☒	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB		OCCUR CLAIMS-MADE				EACH OCCURRENCE
	DED		RETENTION \$				AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20 WEC ZU0927	02/24/2021	02/24/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			20 SBA TU2109	04/24/2021	04/24/2022	Each Claim Limit \$10,000
							Aggregate Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Norcross
65 LAWRENCEVILLE ST
NORCROSS GA 30071

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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SAVE Public Benefit Affidavit O.C.G.A. § 50-36-1

Instructions: As required by Georgia Security and Immigration Compliance Act of 2006, as amended, every agency administering or providing Public Benefits is responsible for requiring that applicants for public benefits execute a sworn affidavit verifying the applicant's lawful presence in the United States (Ga. Code 50-36-1(f)(2)). The applicant shall execute this affidavit in front of a Notary and return it to the city along with the associated application, renewal form, contract, bid packet, or other applicable document.

By executing this affidavit under oath, as an applicant for Root Design Studio, LLC (Occupational Tax license or Alcoholic Beverage license or any other Public benefit) as referenced in O.C.G.A. § 50-36-1, from the City of Norcross, the undersigned applicant verifies one of the following with respect to my application for public benefit. (Please check one)

- 1) ☒ I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant has also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by Georgia Law O.C.G.A § 50-36-1(f) (1) A complete list of secure and verifiable documents on back of this form.

REQUIRES VERIFICATION AT SUBMISSION – Which type of secure and verifiable document was provided with this affidavit? GA Drivers license

In making the above representation under oath, I understand that any person who knowingly and willfully who makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

MUST BE COMPLETED BY NOTARY

I, Michael Kidd (representative for) Root Design Studio, LLC
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

[Signature] 10/12/21
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 12th DAY OF October, 2021

Executed in Tucker (City), Georgia (State)

[Signature]
NOTARY PUBLIC Signature

June 10, 2023
My Commission Expires

J SANTOS
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires June 10, 2023



E-Verify Contractor Affidavit O.C.G.A. § 13-10-91 (b)(1)

Physical performance of services: Contracts with the City involving both physical labor and any services over \$2499.99 in value.

Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov (click on E-verify Homepage, see start here directions.)

It is the responsibility of the Contractor to submit additional E-Verify Affidavits on every Sub-Contractor for this project.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Norcross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Project Name: Johnson Dean Park Improvements Date of Project: Oct. 13, 2021

Legal Name of Contractor: Root Design Studio, LLC

Address: 3469 Lawrenceville Hwy, #204 City: Tucker State: GA Zip Code: 30084

Federal Work Authorization User Identification Number (E-Verify Number): 573897 (4-6 digit numeric #)

Date of Authorization: 6/25/2012

EXEMPT: YES OR NO

***If a contractor has no employees and does not hire or intend to hire they may satisfy the law by submission of (State DL or State ID) Drivers' License Number: _____**

I hereby declare under penalty of perjury that the foregoing is true and correct

[Signature] 10/12/21 Michael Kidd, President
Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

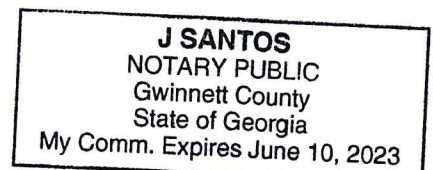
MUST BE COMPLETED BY NOTARY

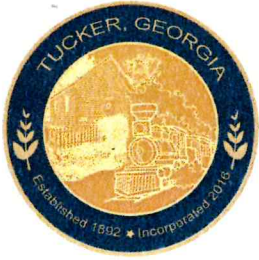
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30th DAY OF October, 2021

Executed in Tucker (City), Georgia (State)

[Signature]
NOTARY PUBLIC Signature

June 10, 2023
My Commission Expires





2021

CITY OF TUCKER
BUSINESS LICENSE
OCCUPATIONAL TAX CERTIFICATE
1975 LAKESIDE PKWY., STE. 350
TUCKER, GA 30084

LICENSE STATUS: Issued
DATE ISSUED: 01/25/2021
DATE EXPIRES: 12/31/2021

LICENSE NUMBER: 2021-1007
LEGAL BUSINESS NAME: ROOT DESIGN STUDIO, LLC.
DBA NAME: **ROOT DESIGN STUDIO**
LICENSEE: MICHAEL KIDD
BUSINESS LOCATION: 3469 LAWRENCEVILLE HWY STE 204
NAICS DESCRIPTION: Landscape Architectural Services

DISPLAY THIS CERTIFICATE FOR PUBLIC VIEW

ROOT DESIGN STUDIO
MICHAEL KIDD
3469 LAWRENCEVILLE HWY STE 204
TUCKER, GA 30084

Attachment: Contractor Agreement Attachments - Johnson Dean Phase 2 (22-6379 : Johnson Dean Park Amended Contractor Agreement)



Root Design Studio, LLC
3469 Lawrenceville Highway, Suite 204
Tucker, Georgia 30084
(404) 895-2253
www.RootDStudio.com

**PWUP 21-03, JOHNSON DEAN PARK IMPROVEMENTS
CONTRACTOR AGREEMENT
ATTACHMENT “E”**

ADDITIONAL TERMS & CONDITIONS

**ARTICLE 1:
CONSULTING SERVICES**

1.1 Definitions

“Client” shall refer to the person or organization who has signed this Agreement with the intent of utilizing the services of the Consultant.

“Consultant” shall refer to Root Design Studio, LLC., serving as the Project Landscape Architect.

“Sub-Consultant” shall refer to any individual or organization hired by Root Design Studio, LLC. to perform a portion of the Scope of Services.

“Consulting Services” or “Services” shall refer to any work required and performed by the Consultant and its Sub-Consultants in the spirit and execution of this Agreement.

1.2 Standard of Care

Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.3 Sub-Consultants

The sub-consultant is an independent contractor for their portion of the Project. The sub-consultant is responsible for methods and means used in performing its services under this Agreement and is not an employee, agent, or partner of the Consultant. The sub-consultant shall be bound to the provisions of this Agreement to the extent that these provisions apply to sub-consultant’s portion of the Project.

1.4 Schedule of Performance

The Landscape Architect shall begin work upon receipt of the signed contract and shall perform the work as expeditiously as possible, consistent with the anticipated project schedule provided in the proposal.

**ARTICLE 2:
COMPENSATION**

2.1 Compensation for the services performed under this Agreement shall be the total lump sum amount indicated in the contract documents.

2.2 Invoices will be submitted monthly for the percentage of services completed through the invoice date as well as any Reimbursable Expenses and/or Additional Services. Payments are due and payable 30 days from the date of the invoice.

2.3 Additional Services shall refer to any work that is not explicitly or implicitly required to execute the original Scope of Services; any substantial changes to the Scope of Services ordered by the Client after the execution of this Agreement; Client-requested changes to the previously approved drawings or other documents, or any work related to Client changes to the previously approved Project budget parameters or Project programming or design requirements. Additional services, which have been requested by the Client, shall entitle the Consultant to additional payment

beyond the original compensation stated in this Agreement and shall be compensated either on the hourly basis stated below, or on the basis of a negotiated lump sum.

2.4 Hourly services will be billed at the following rates:

Engineer.....	\$150.00/hr.
Landscape Architect.....	\$125.00/hr.
Surveyor.....	\$115.00/hr.
Survey Crew	\$145.00/hr.
Irrigation Designer.....	\$100.00/hr.
Draftsman/Technician.....	\$90.00/hr.
Administrative Staff.....	\$80.00/hr.

2.5 Reimbursable expenses are expenditures as made by the Consultant, its employees and consultants in the interest of the Project. Reimbursable expenses will be billed at cost plus ten percent and shall include the following

- 2.5.1 Cost of postage and handling of documents and/or courier services;
- 2.5.2 Cost of renderings, models or mockups requested by the Client;
- 2.5.3 Cost of printing permit and/or bid packages.

**ARTICLE 3:
DISPUTE RESOLUTION**

- 3.1 If a dispute arises out of or relates to the Agreement, the parties shall endeavor to resolve their differences first through direct discussions, followed by mediation, and finally by binding arbitration. The location of mediation and arbitration shall be the location of the Project unless otherwise agreed to by both parties. The cost of mediation shall be born equally by both parties. Any award rendered through arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 4:
TERMINATION**

- 4.1 This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the initiating party, except that the offending party upon such notice has cured or in good faith diligently commenced to cure the breach.

**ARTICLE 5:
INDEMNIFICATION**

- 5.1 The Client and Landscape Architect, to the fullest extent of the law, each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives from and against liability for losses, damages and expenses, including reasonable attorney's fees, to the extent such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions.

**ARTICLE 6:
MICELLANEOUS TERMS & CONDITIONS**

6.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

6.2 Governing Law

The Law in effect at the Landscape Architect's principal place of business shall govern this agreement.

6.3 Complete Agreement

This agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and the Landscape Architect.

**PWUP 21-03, JOHNSON DEAN PARK IMPROVEMENTS
CONTRACTOR AGREEMENT
ATTACHMENT "F"**

EXCLUSIONS

- The following items are not included in the scope of services:
 - Gwinnett County Permitting Submittals and Coordination. (RDS will provide the City Engineering with plans and documents, as required, and address County comments, as needed, to secure County permits.)
 - Environmental Assessments and Reports
 - Perspective illustrations and final renderings for marketing
 - 3-D computer modelling or "fly-throughs"
 - Lighting photometrics
 - Retaining wall design
 - Engineering services including but not limited to geotech, structural, electrical
 - LEED or other third party certification program documentation and calculations
 - Fees related to obtaining permits (i.e. processing fees, impact fees, permit fees, etc.)
 - Owner requested revisions to the contract documents after submittal to permitting authorities
 - Revisions to the plans during construction due to unforeseen conditions
 - Certified as-built drawings

Addendum 1
PWUP 21-03



**Johnson Dean Park Improvements
Request for Proposal, PWUP 21-03**

Addendum No. 1 – The following changes to the Request for Proposal and clarifications are provided based on questions received and must be added/considered when completing your submittal:

Field Run Survey Update: For uniformity, all bidders should quote a survey which covers .75 acres of the property only. We will only require a survey for the front entrance to the property which is where improvements will occur. See attached Exhibit "A".

Submitted Questions:

1. The survey scope asks for a 1' contour interval. In order to reduce your costs, would you be willing to allow us to also submit a price for a 2' contour interval, which is more common in projects of this type. **The scope of survey is to be reduced to a 0.75 acres as shown on Exhibit "A" attached. A 2' contour interval survey should suffice for this project, however the limits of survey shall include the Entire Right of Way along the property frontage.**
2. The rfp asks that if our fees exceed \$30,000 we must submit a bid bond. While bid bonds are common for construction bids, they are not common for design services, and design firms often don't have the ability to acquire such bid bonds. Could this requirement be removed **Please remove this requirement.**
3. Is there a format for other information related to the proposals you'd like to receive (i.e. firm credentials, team experience, methodology, etc.). **No, this is information that is provided by each firm independently and does not require a particular format.**
4. We see that the scope includes small pavilion and restroom structures. Given the nature of this project, we expect that those could be pre-engineered structures. So that the various proposing firms can price the same scope of work, can you tell us if pre-engineered structures will be sufficient for this project, meaning that custom detailed architectural, structural, MEP and other services would not be needed for custom building designs **Please refer to response to question 5 for added scope of services.**



Addendum 2
PWUP 21-03

**Johnson Dean Park Improvements
Request for Proposal, PWUP 21-03**

Addendum No. 2

The following changes to the RFP and clarifications are provided based on questions received and must be added/considered when completing your submittal:

Questions:

1. Are basic utilities, water, sewer, power already available to the site so the designer can connect to the services? **Existing Water meter, Sewer manhole and Power are located on-site and/or nearby**
2. Is the city an LIA or do we have to submit to other state agencies? **City is a LIA. Any necessary permits will be obtained by City, City engineer will manage any permits from any other agencies.**
3. Is there a need for environmental clearance on the site? **No, there is no need for environmental clearance.**
4. What is the program for the restroom, how many toilets, is it unisex or separate genders? **Restroom for separate genders is required**
5. Do the city parks have a standard for shelters, restrooms, and site furnishings? **No, City does not have a standard for shelters, restrooms and Site furnishings**
6. Is signage part of the design or will that be provided separate? **Yes, signage is part of the design, must conform to City standards, refer to Exhibit C for sign types**
7. Does the city have an on-call agreement with a Geotech to take borings for the structure locations? **City will provide if needed.**
8. Are there significant trees on site that are intended to be preserved? **Possibly one tree to be removed for the addition of the parking, if possible to reserve the tree and design/construct around.**
9. Do we include an arborist report to identify trees that are DDH or need prescriptive care? **No, the City has an Arborist on staff and will determine if trees need to be removed.**
10. Is there a projected construction budget or limit set by the city? **Projected Construction budget is not set by the City yet. Mayor & Council will decide if any elements need to be removed once bids are received.**
11. For budget reasons, we strongly recommend a pre-engineer shelter and possibly restroom if small. Should the designer present the difference in these two options as part of the schematic budgeting phase? **After further review, City of Norcross has decided to revert back to pre-engineered structures.**
12. The site is small, so how many cars did you envision for the site? **Only 4 parking spaces should be included for this scope, refer to Exhibit B for concept plan**
13. What level of lighting do you want on site, sign, restroom, and parking etc.? **Security lighting along the entrance.**
14. We assume the trail surface is soft and not very long? **Yes, the trail is mulched and not very long, however the Scope does not include any addition to any trails**
15. Is the parking all paved or will the spaces be gravel? **All 4 parking spaces are to be Permeable Pavers material.**
16. Do you want anything done to the old well house? **The well house is to remain. Work on the well house is limited to exterior restoration and painting, as well as an exterior lockable water spigot at waist height and Electrical supply to power the well pump, one interior ceiling light and a lockable exterior outlet.**
17. Is there a memorial or historic plaque part of the program? **A historic plaque sign by the well house.**
18. Will the tap fees be waived by the city? **No tap fees are required. City to Coordinate with Gwinnett County if needed.**

Addendum 2
PWUP 21-03

19. If disturbance is under 1 acre, do we still have to do water quality control? Disturbance will be less than 1.00 acre. Permeable pavers are to be used for the 4 parking spaces and to provide Water Quality to the maximum extent practical.
20. Will there be local neighborhood involvement in the preliminaries? City to coordinate as needed
21. Is this bid for design services? The general conditions in the ITB indicated design & construction? This project is for design and construction documents only.
22. Are utilities needed on the survey? Yes, all utilities should be included on the survey. Locations of service lines should be included as well for restroom tie-ins.
23. How is this project funded? This project will be funded by the City. The project is not contingent upon outside funding nor are there project deadlines due to outside funding.
24. Do the current structures have any historical significance? Yes, the well house has historical significance and is to remain. No pavers behind the wall are to be preserved.
25. Will the retaining wall be staying? No, the retaining wall will be demolished and replaced as needed.
26. Are there previous studies that are relevant to this project? Yes, there was a park Plan report prepared /the concept (Exhibit B is to be used for general idea and reference only)
27. Does the scope include bike racks? No, refer to the RFP and the listed items in the scope.
28. Is there further information on the trail head signage? The City will provide a template for the signage.
29. Can you provide further guidance on the scope area? Contractor should provide a 2 foot survey boundary over scope area as well as the Boundary survey for the 0.75 acre along the front of the parcel.
30. Are deliverables due in 60 days? Yes, per RFP, we would like project completion within 60 days. The restroom and pavilions should be pre-fab so the project mainly consists of site work.
31. What width should be used for the driveway? Please show a 24' wide driveway. Pavement only.

Addendum 2
PWUP 21-03

Exhibit B

(Additional features shown on this concept and not part of the Scope of the RFP are to be excluded)

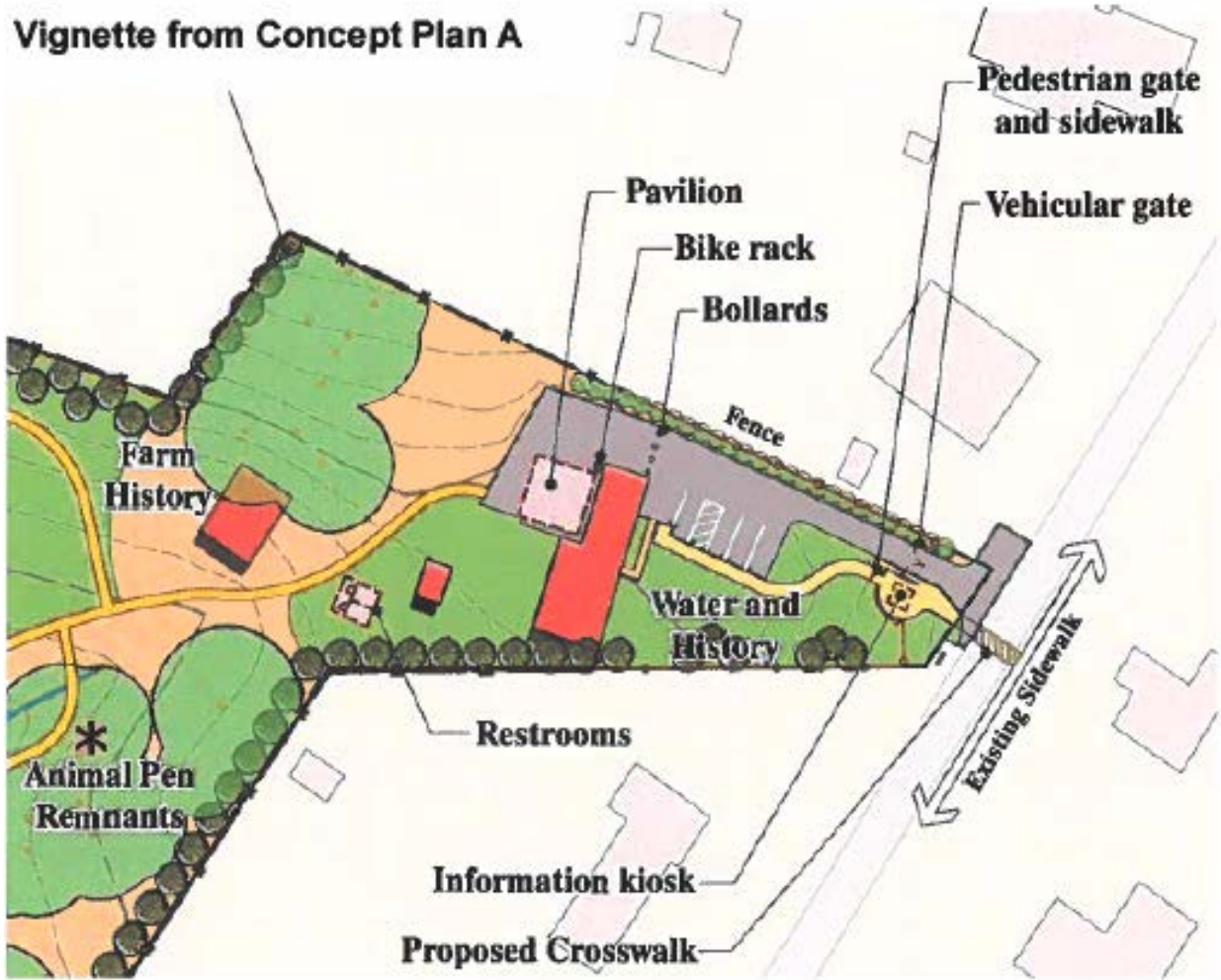


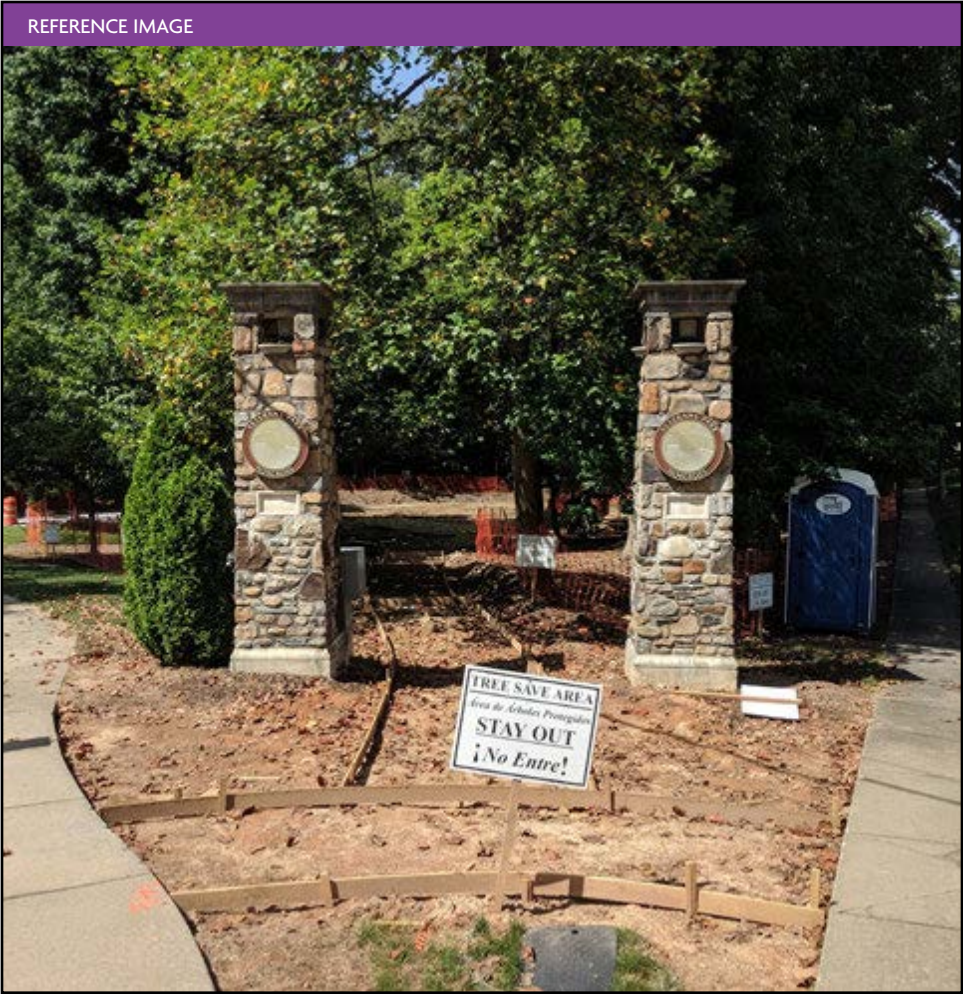
Exhibit "C"

SIGN TYPE



PARK IDENTIFICATION

Quantity: 11



SIGN TYPE **D**

PARK IDENTIFICATION

D.1 & D.2

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

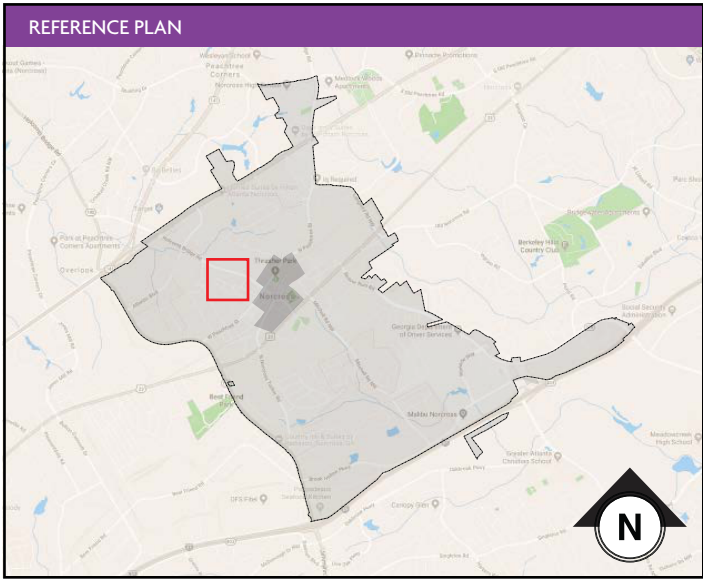
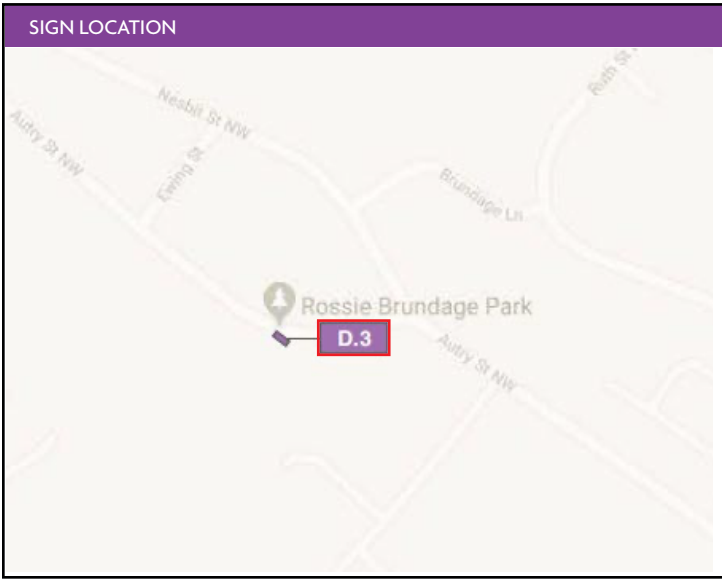
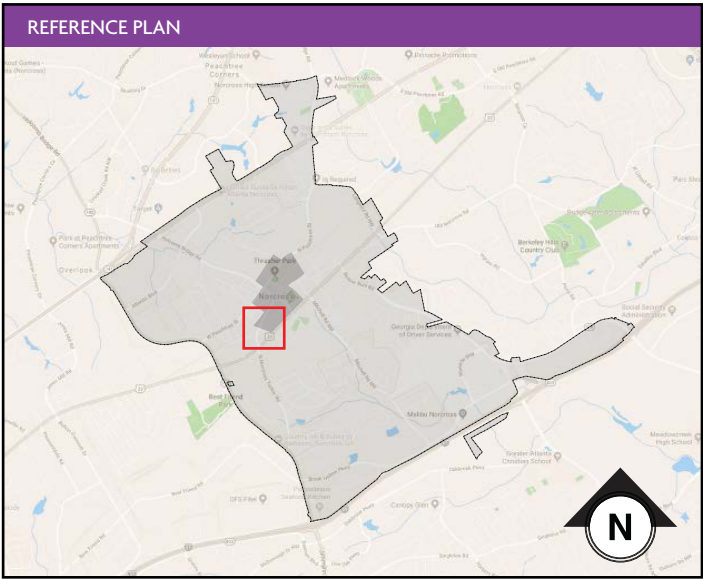
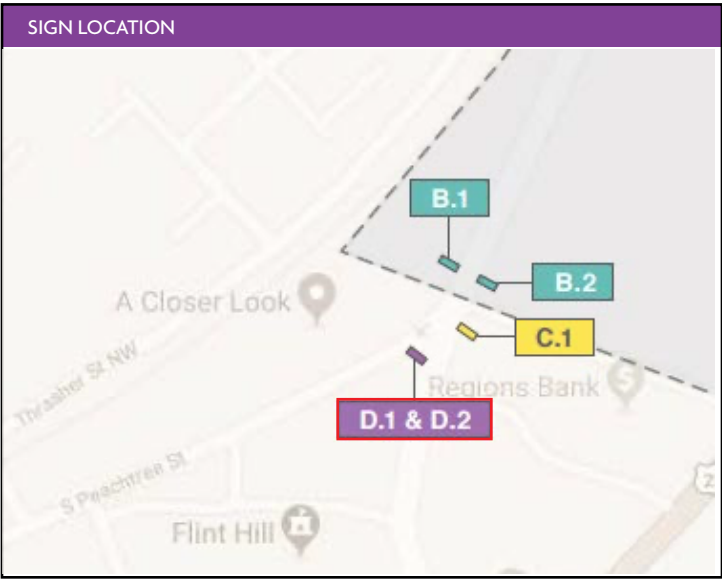


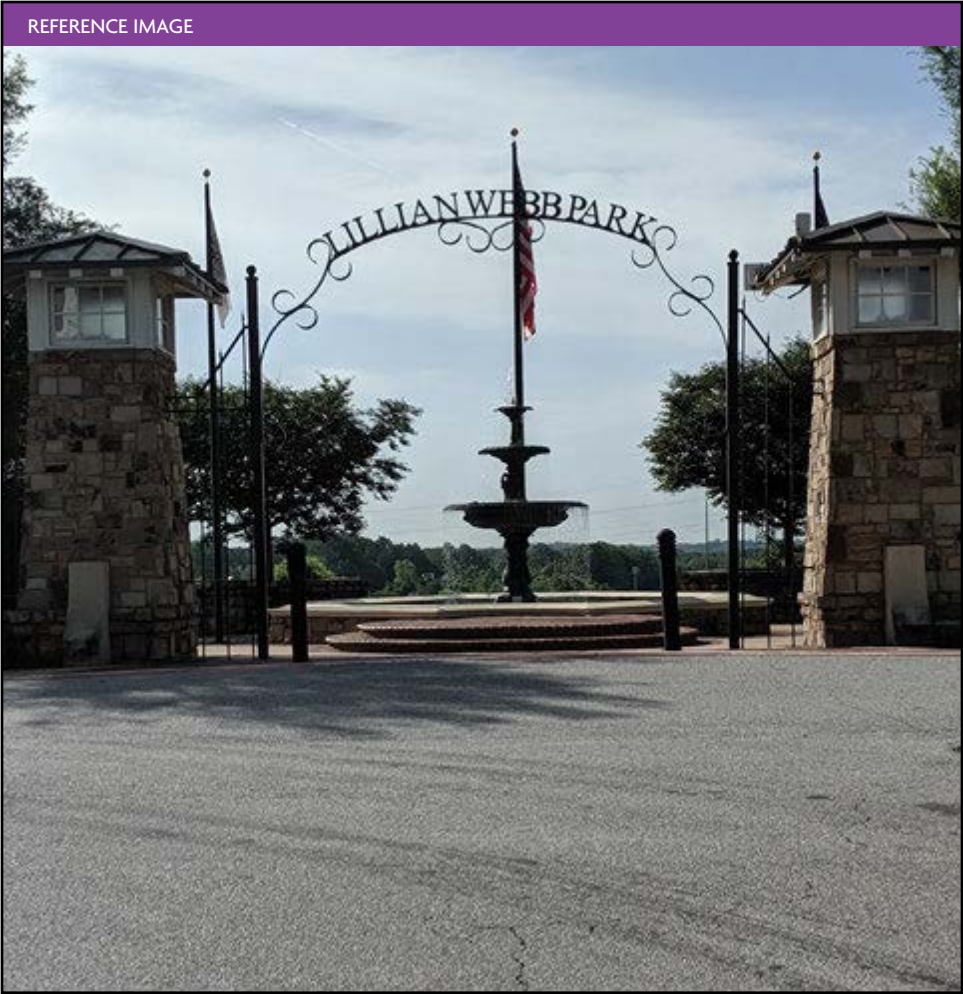
SIGN TYPE **D**

PARK IDENTIFICATION

D.3

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD



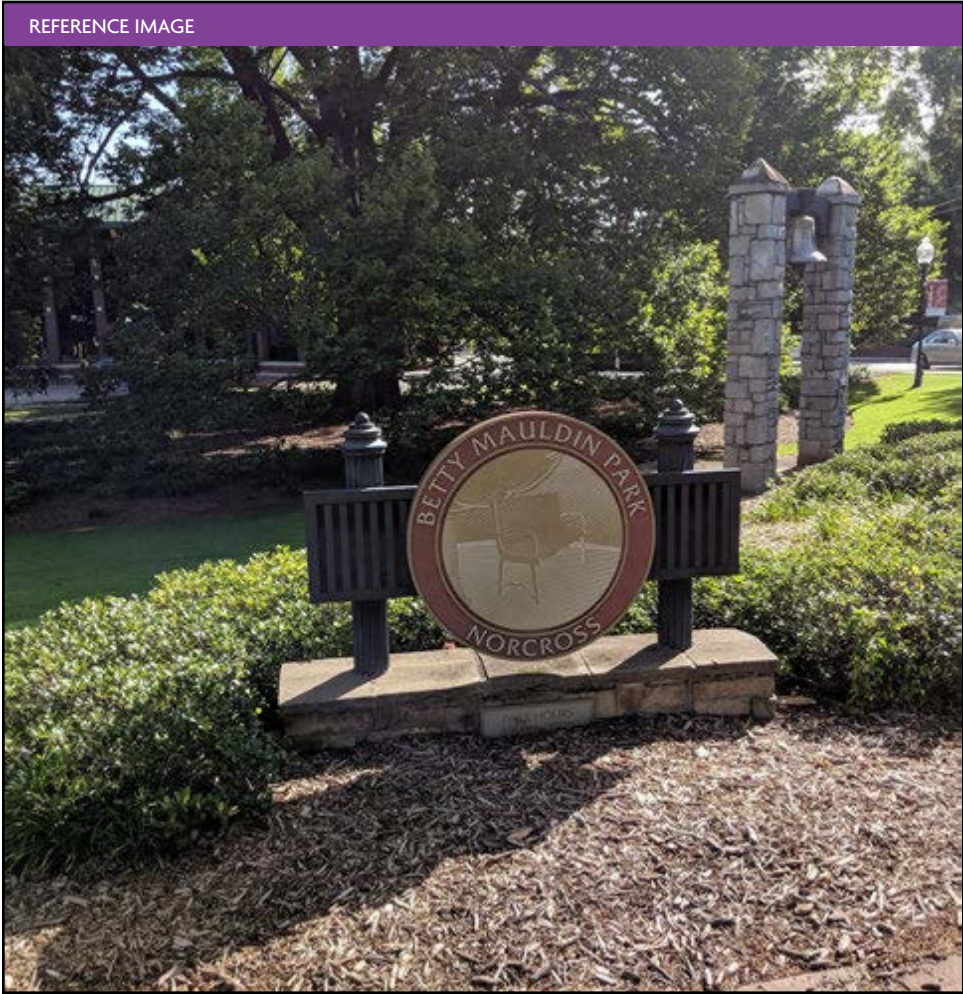


SIGN TYPE **D**

PARK IDENTIFICATION

D.4

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

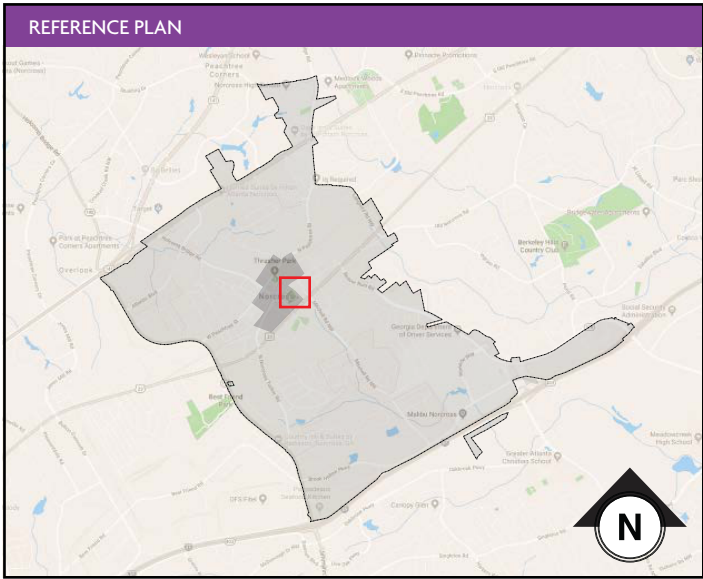
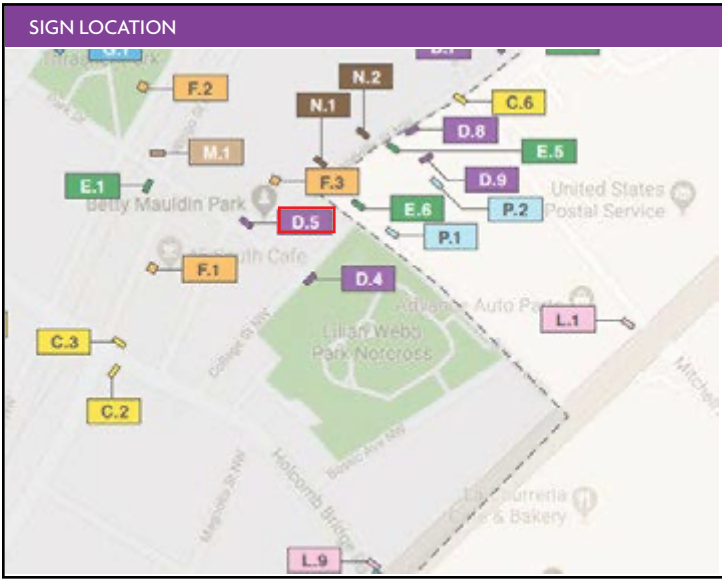
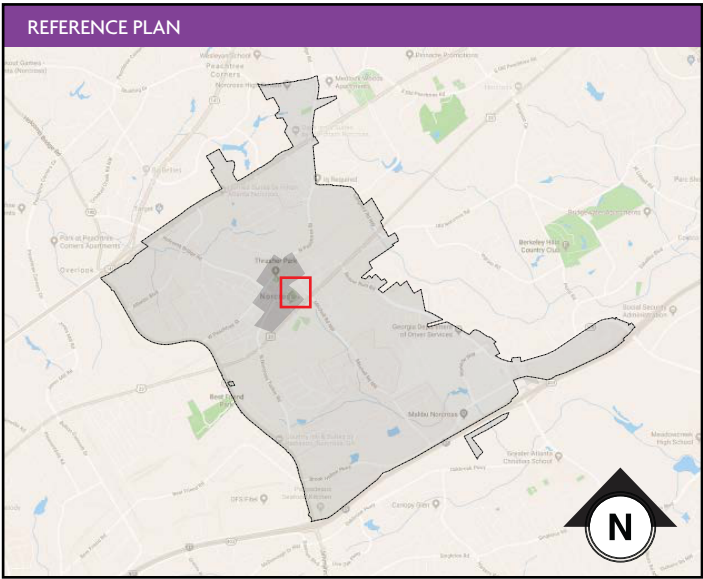
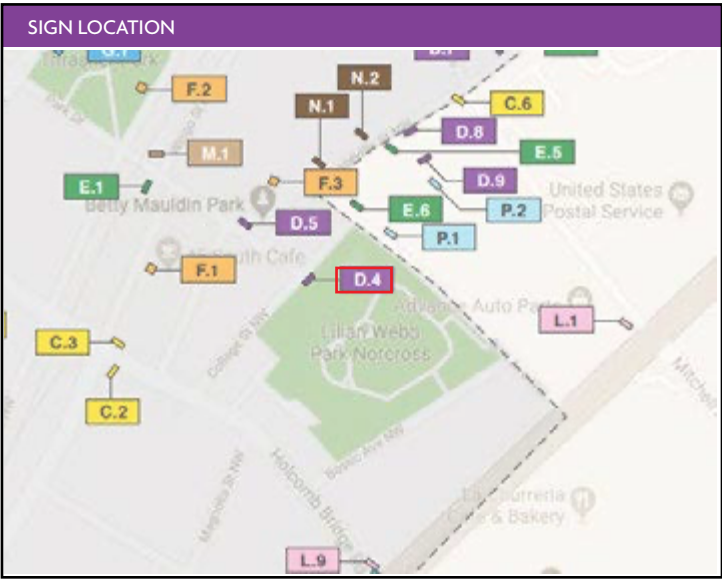


SIGN TYPE **D**

PARK IDENTIFICATION

D.5

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD



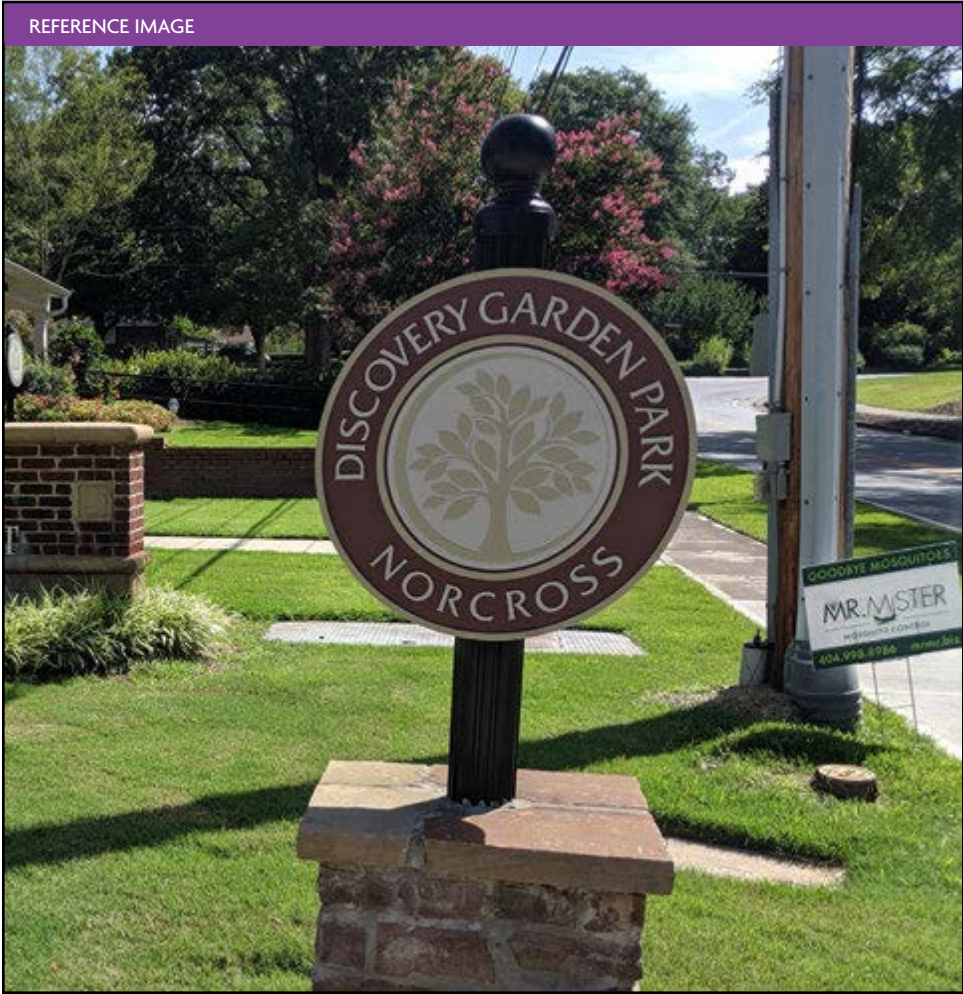


SIGN TYPE **D**

PARK IDENTIFICATION

D.6

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

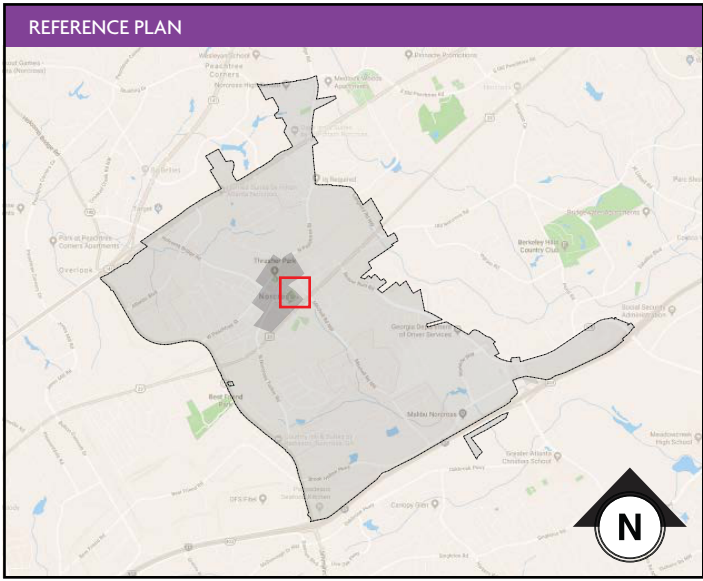
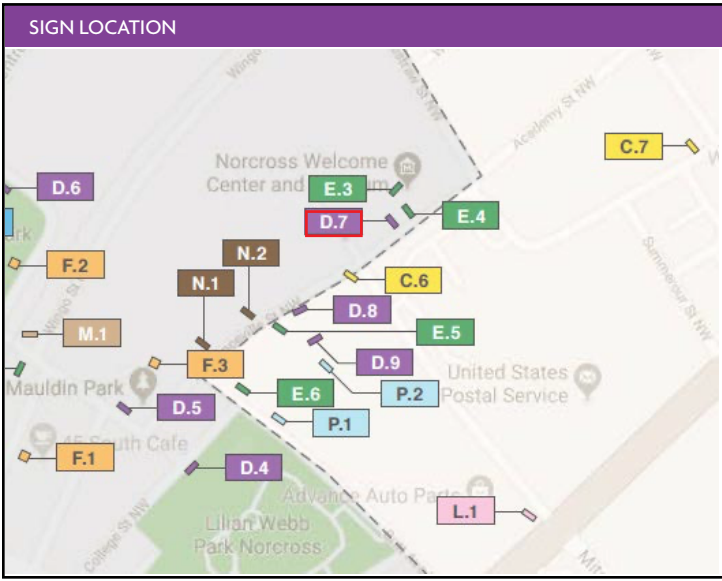
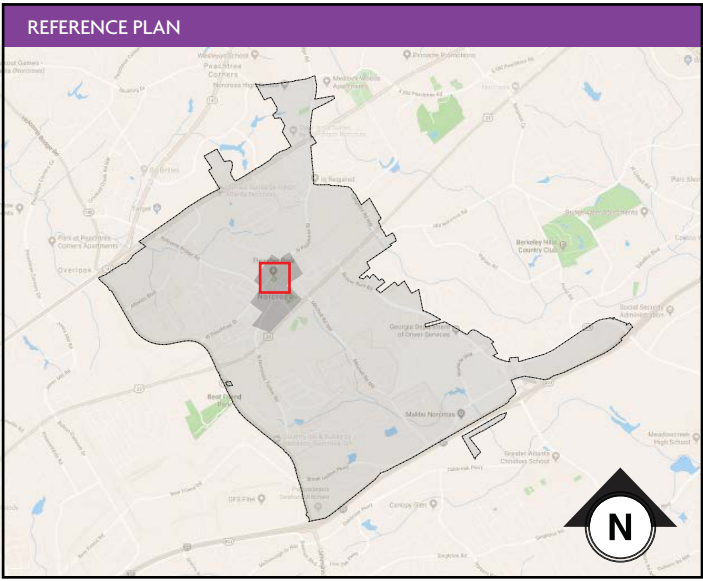
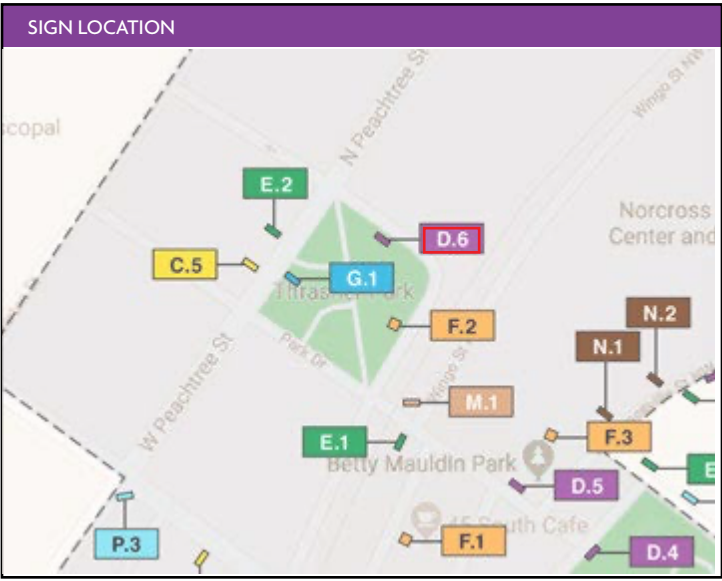


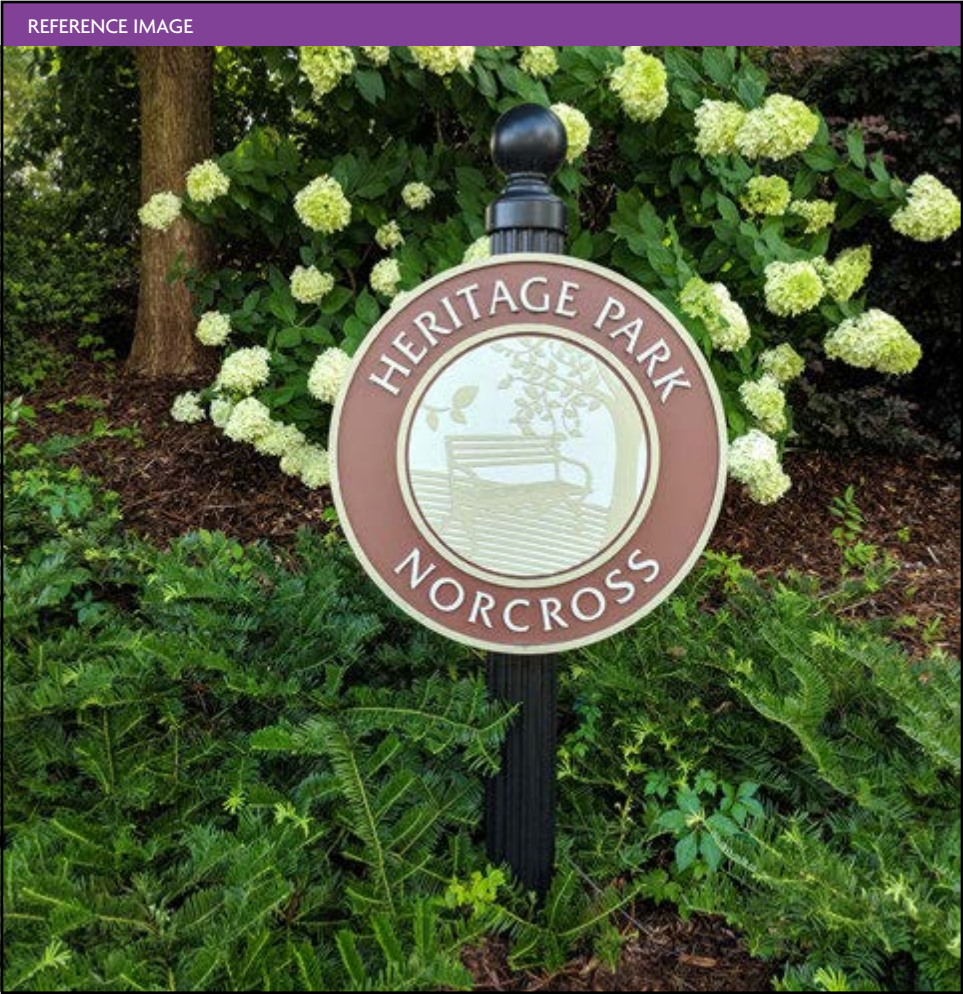
SIGN TYPE **D**

PARK IDENTIFICATION

D.7

SIGN LOCATION NOTES	
NUMBER OF SIDES	2
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD





SIGN TYPE **D**

PARK IDENTIFICATION

D.8

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

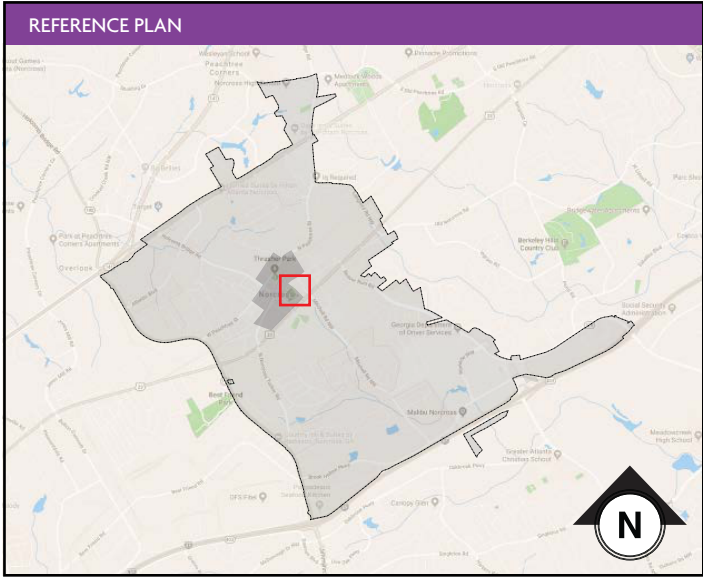
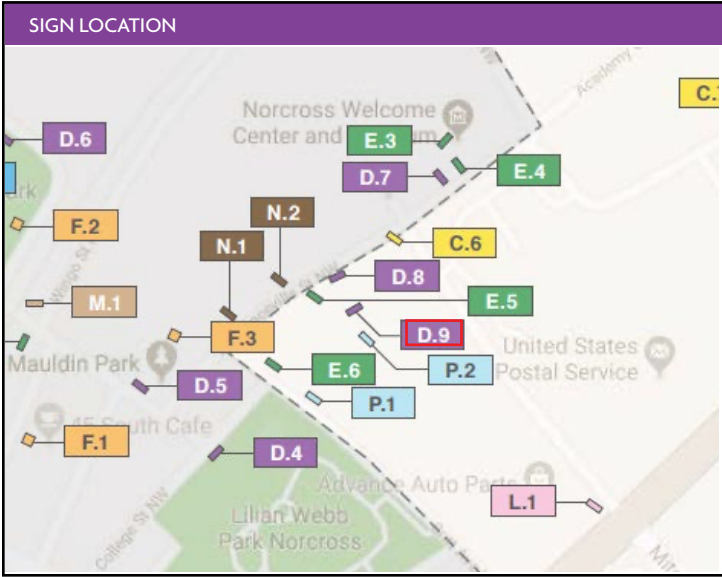
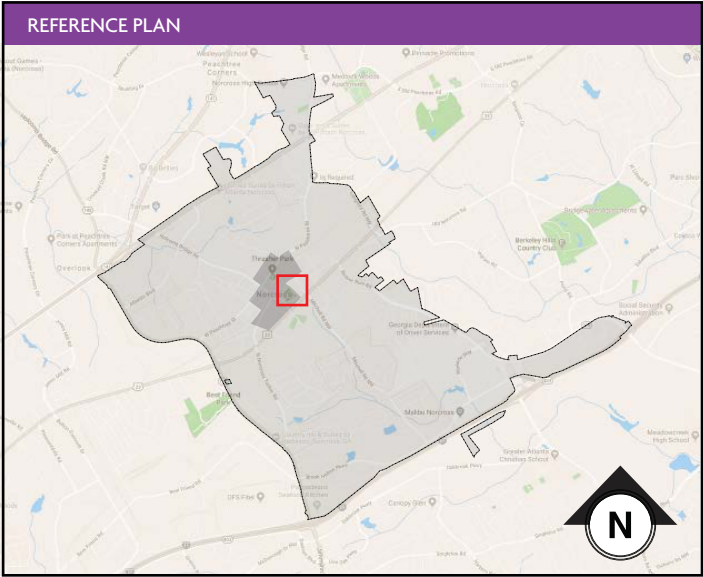
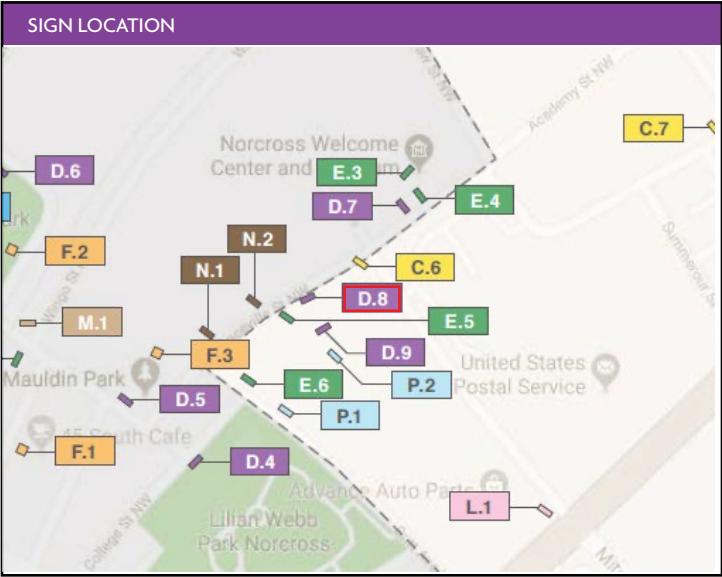


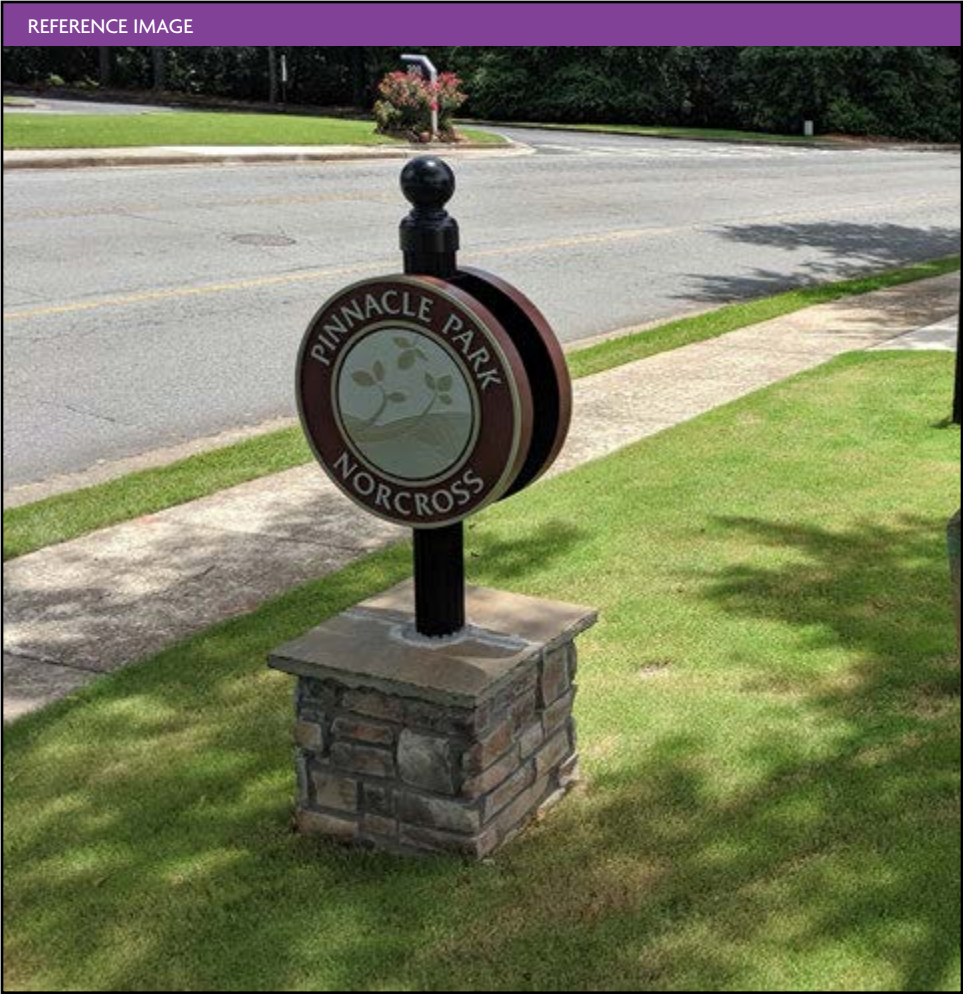
SIGN TYPE **D**

PARK IDENTIFICATION

D.9

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD



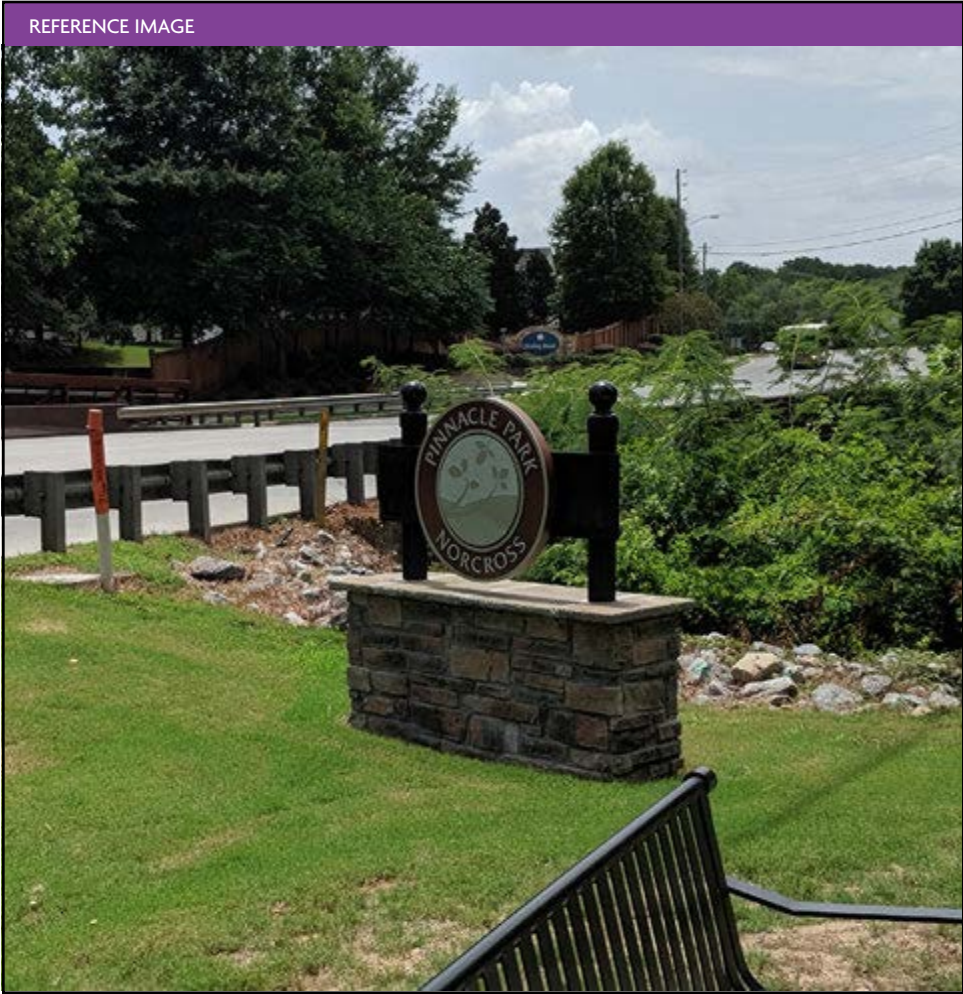


SIGN TYPE **D**

PARK IDENTIFICATION

D.10

SIGN LOCATION NOTES	
NUMBER OF SIDES	2
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

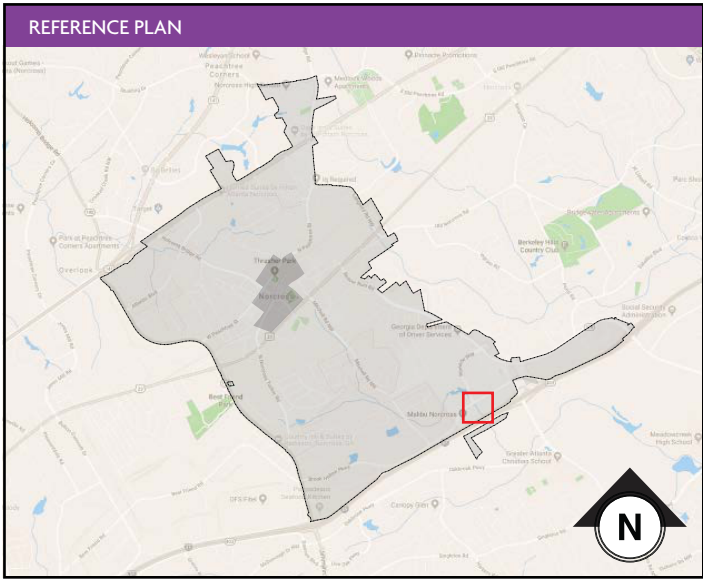
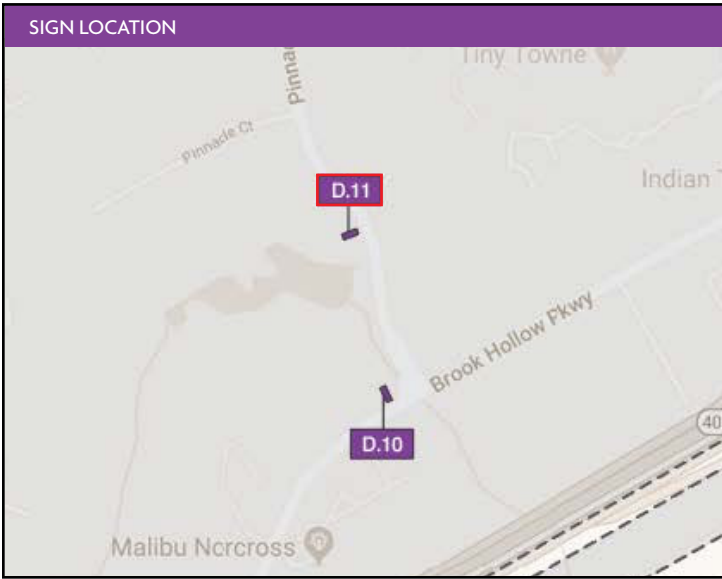
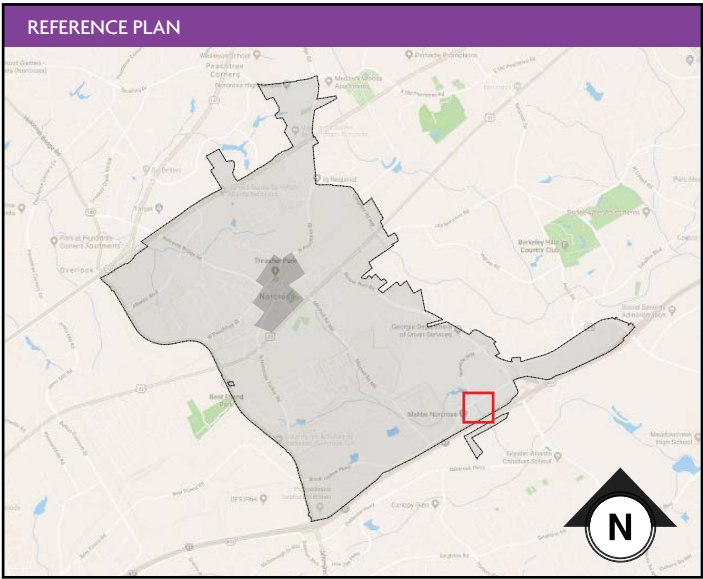
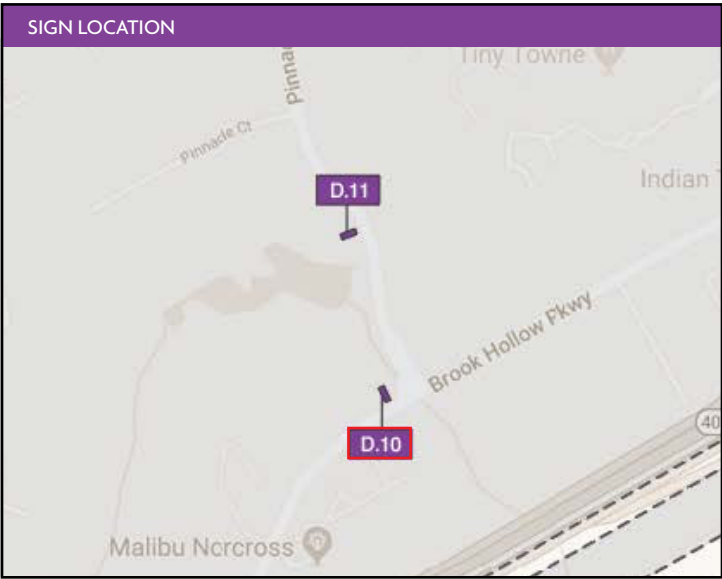


SIGN TYPE **D**

PARK IDENTIFICATION

D.11

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD



5. The scope of work outlines certain surveys, final plans, and construction services. But, it doesn't mention how many steps are desired by the city for draft reviews, presentations, etc. (which can play a large part in setting the overall design fees). Typically, that would be a 50% review meeting, a 75% review meeting, and a 90% review meeting prior to finalizing the plans. So the various proposers can price a somewhat similar scope of work, can you give us an idea of how many interim reviews the City would like, before the plans are finalized

Please add the following (Architecture, Mechanical, Electrical & Plumbing) scope to the RFP.

Conceptual Design : This phase shall include a 30% design level construction document package, including demolition plan, new site , MEP systems and Architecture plans. Submittal shall be provided via PDF and Hard copy submittal to the City, with associated cost estimate for budgeting purposes. A design review meeting with the City Stakeholders shall be included. Stakeholders will provide review comments within 1 week.

Schematic Design: This phase shall include 60% design level construction document package including PDF and hard copy submittal to the City, associated cost estimate and project specification manual outline. Design team shall meet with City Stakeholder for design review and then develop a short project update presentation for a City Council Policy Work Session. Stakeholders will provide review comments within 1 week.

Construction Document Design: This phase shall include 90% design submittal, with associate cost estimate, in PDF and hard copy format. Submittal shall include all design disciplines for municipal permitting review, including site and building design (Architecture, Mechanical, Plumbing and Electrical) and a complete project manual of specifications for review. Land Disturbance Permitting will be handled through the City of Norcross. The consultant will be required to submit design plans including Architecture, Mechanical, Plumbing and Electrical Engineering. All revisions for permitting approval shall be included in the fee. The City of Norcross has online plan submittal, so hard copy design plans are only required upon Final plan approval.

Bid Package: This phase shall include full 100% construction documents and specifications integrating all stakeholder comments and municipal review comments to date for construction bidding.

6. The rfp asks that we survey trees. Given that portions of the site are wooded, is there a certain size tree and larger we should survey. Surveying them all would be quite expensive. All trees with a DBH of 6 inches or greater within the approx. 0.75 acres shown in Exhibit "A" must be located.

7. Given that the development area project doesn't require surveying the entire site to the detail requested (which will be quite expensive), would you accept us providing sufficient survey to assist with the development area project instead. The scope of survey is to be reduced to a 0.75 acres as shown on Exhibit "A" attached. A 2' contour interval survey should suffice for this project, however the limits of survey shall include the Entire Right of Way along the property frontage.

Exhibit "A"

Survey Area ~ 0.75 acres



Attachment: RFP Addendums, PWUP 21-03 (22-6379 : Johnson Dean Park Amended Contractor Agreement)



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

City of Norcross

Legislation Details (With Details)

File #:	21-6331	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/18/2022 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Letter Art Installation		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report January 2022 - Norcross Sign](#)

Title
Norcross Letter Art Installation

Drafter
Pam Ledbetter



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

Agenda Report

To: Mayor and Council

From: Pam Ledbetter, Director of Communications

Meeting Date: January 18, 2022 – Policy Work Session

Item No.: 22- 6331

Title: NORCROSS Artwork

CC: Eric Johnson

Recommendation

Consider potential locations for the donated NORCROSS artwork and provide direction on its placement.

Background

The Brunswick donated funding for the construction of artwork spelling out NORCROSS in four-foot-high letters with a combined length of about 30 feet. The artwork was to be installed at Lillian Webb Park and the timing was originally intended to tie to the City's 150+1 celebration. Fabrication has been completed. The financial contribution covered the fabrication, but not installation, which is estimated to be \$3,500 plus the cost of the pad on which the artwork will be installed.

The location for installation has not been set. Prior discussions have included having it face the new Norcross Library from the adjacent City Park and having it in the Park backing to the Community Center facing the center of the Park. There has been a suggestion of placing it across Buford Highway from the Brunswick on property not owned by the City.

Financial Impact

The City will spend \$3,500 for installation as well as the cost of building the foundation.

Consistent with Comprehensive Plan?

It is consistent with creating a sense of place.

Next Steps

A foundation will be poured, and the sign installed.



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

Attachments

None.

Update

NA.



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

City of Norcross

Legislation Details (With Details)

File #:	22-6380	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/18/2022 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Gallery & Studios Repairs		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Norcross Gallery & Studios](#)
2. [CON - Kudzu Art Zone Management Lease](#)
3. [Norcross Gallery & Studios Estimate](#)

Title
Norcross Gallery & Studios Repairs

Drafter
Councilmember Arlene Beckles



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

Agenda Report

To: Mayor and Council
From: Councilmember Dr. Arlene Beckles
Meeting Date: January 18, 2022 – Policy Work Session
Item No.: 22- 6380
Title: Norcross Gallery & Studios
CC: Eric Johnson, Tracy Rye

Recommendation

Facilitate use of a shed located on the City's property at 116 Carlyle Street by the Norcross Gallery & Studios (formerly known as Kudzu Art Zone, Inc.) to enhance operations at that leased facility, through an investment of up to \$15,000 in City funds and authorize any change in the existing contract language to clearly identify the shed as part of the leased premises at that location. The large shed could provide added operating and storage space, but it currently does not meet building standards for occupancy.

Background

Operators of the Norcross Gallery & Studios identified several requested repairs and improvements to the large cement block shed adjacent to the space leased from the City. The City has addressed a portion of those requests – e.g., adding lighting to the parking area and a seamless roof to protect the building.

NPAC reviewed the request and has obtained at least one estimate for those activities in the amount of \$6,600, excluding the cost of a requested window air conditioning unit.

On inspection by the City's building inspector and the Community Development & Planning Director, additional improvements would be necessary to meet building code requirements for an occupied structure -- such as creating a second exit door for the building and installing a heating and cooling system (presumably, a split unit for the size of the structure). Some of the needed improvements would require a building permit and inspections and be performed by licensed contractors. While a lesser amount would facilitate the shed being useful for storage, the larger project would facilitate expansion of activities into the shed.

The City has leased the facilities at that location, but it may not be entirely clear that the shed is included in the lease. The recommendation would include any language change to the lease clarifying that the shed is part of the space available for use by Norcross Gallery & Studios.



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

Financial Impact

An estimate submitted for the requested repairs excluded costs needed to bring the building up to code for occupancy. While the final cost has not been determined, an authorization of up to \$15,000 provides flexibility to accommodate added costs of licensed professionals such as a plumber, electrician, and structural engineer, as well as the additional improvements. The City retains ownership of the improved facility.

Consistent with Comprehensive Plan?

Yes. As stated in the 2040 Comprehensive Plan, arts and culture have taken anchor in Norcross and the Norcross Gallery & Studio is one of our facilities. The combination of improvements would extend the useful life of the facility in addition to the usefulness to the arts community.

Next Steps

City staff propose to facilitate the contracting needed to make the improvements.

Attachments

Quote from K&D Services LLC.
Kudzu contract

Update

NA.

**MANAGEMENT AGREEMENT BETWEEN
THE CITY OF NORCROSS, GEORGIA AND
KUDZU ART ZONE, INC.**

This Management Agreement is made and entered into this 16 day of June, 2018 by and between the City of Norcross, Georgia, a Georgia Municipal Corporation, (hereinafter the City) and **Kudzu Art Zone, Inc.**, a limited liability corporation with the Georgia Secretary of State's Office (hereinafter "**KAZ**").

WHEREAS, the City controls the real property and improvements thereon located at 116 Carlyle Street, Norcross, Georgia 30071, Gwinnett County Tax Parcel No. 6243-055, which is described in Exhibit A and shown on the diagram in Exhibit B which exhibits are attached hereto and incorporated by reference (hereinafter the "Premises"); and

WHEREAS, the City desires that the Premises serve as an anchor attraction for downtown, act as a development stimulus for the City of Norcross, provide enjoyment for the benefit of its citizens, promote Norcross's business community and its surrounding areas; and

WHEREAS, **KAZ** is in the business of managing art exhibits and shows, and conducting workshops, classes, sketch groups, studios and monthly meetings for professional and aspiring artists, and conducting meetings with art demonstrations and presentations that are open to the general public; and

WHEREAS, the City desires to contract with **KAZ** to perform management and booking for the Premises;

NOW THEREFORE, in consideration of the amounts set forth herein, the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **MANAGEMENT:** The City hereby retains **KAZ** to manage and maintain the Premises under the terms and conditions as hereinafter set forth for the purposes of producing art exhibits and shows, and conducting workshops, classes, sketch groups, studios and monthly meetings for professional and aspiring artists, and conducting meetings with art demonstrations and presentations that are open to the general public. In fulfilling its obligation as manager of the Premises, **KAZ** shall make the premises available to third parties for events and shows that fulfill the purposes set forth above.
2. **PREMISES:** During the term of this agreement, the City shall make the Premises available for art shows, exhibits, workshops, classes and meetings conducted by **KAZ** and other artists, art exhibitions and professional art galleries booked by **KAZ**.

**K&D Services LLC**

5850 Castle Ct
 Norcross, GA 30093 US
 (404) 797-7290
 kanddhandyman@gmail.com
<https://www.facebook.com/KandDhandyman/>

Estimate

ADDRESS

Jeannie Fortin
 Norcross Gallery and Studios
 116 Carlyle St.
 Norcross, GA 30071

ESTIMATE # 2078**DATE** 11/11/2021**EXPIRATION DATE** 01/29/2022

ACTIVITY	QTY	RATE	AMOUNT
project: Rehab building on the side of the main building of the Norcross Gallery and Studios to be water tight, with climate control, windows where there were windows before.			
Services	1	6,600.00	6,600.00
Open ground in front of the structure. locate the existing french drain, tie and regular drain into it as the water does not abate quickly enough to avoid encroachment on the building.			
Seal gap between roof and brick walls, a opening for bugs etc.			
Install drywall ceiling (approx 16 boards			
Remove toilet/sink floor pipes and seal holes (4).			
New front doors 60x80 Modify threshold to make it more water resistant.			
New windows (wood closing now.)			
Extend electrical to make a connection for a small air conditioner.			
Paint inside walls 2 coats			
Seal floor with floor paint.			
Paint outside: 2 coats up to two colors (one			

 Attachment: Estimate 2078 from K&D Services LLC / 94-6354 - Assistance to Norcross Gallery & Studios (Indefinite)
 Attachment: Norcross Gallery & Studios Estimate (22-6380 : Norcross Gallery and Studios Repairs)

ACTIVITY	QTY	RATE	AMOUNT
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main color other trim color)

*** Estimate is inclusive labor and materials except air conditioner. We encourage you to purchase the air conditioner so we can figure out the best way to seal the rest of the air conditioner opening. Plus if you have it we will install it for you. (we may need to charge a little more for the materials we will need for it, but we will not add labor.

SUBTOTAL	6,600.00
TAX	0.00
TOTAL	\$6,600.00

Accepted By

Accepted Date

Attachment: Estimate 2078 from KD Services LLC /24-6354 - Assistance to Norcross Gallery & Studios (Install)
Attachment: Norcross Gallery & Studios Estimate (22-6380 : Norcross Gallery and Studios Repairs)