

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Tuesday, January 19, 2021

6:30 PM

Teleconference

<https://zoom.us/j/99891775475>

Policy Work Session

***Mayor Craig Newton
Mayor Pro Tem Josh Bare
Councilmember Andrew Hixson
Councilmember Matt Myers
Councilmember Bruce Gaynor
Councilmember Arlene Beckles***

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

*Historic Preservation Commission - Gene Ramsay

D. General Updates

*Important COVID-19 Updates- Dr. Audrey Arona

*City Holiday Schedule Update- Eric Johnson

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

Mayor and Council are asked to consider appointments and re-appointments to the following board, authority or commission:

Downtown Development Authority

Norcross Public Arts Commission

G. Monthly Financial Report

Presented by Eric Johnson, City Manager

H. Items for Discussion

1. [21-6016](#) **InterParticipant Transfers (IPT) 2021 Supplemental Power**
Public Works, Utilities & Parks is asking approval to move forward with the attached InterParticipant Transfers (IPT) 2021 Supplemental Power Contracts with the City of Fairburn.

[Memo - IPT Agreements](#)

[IPT Agreement Norcross to Fairburn for Excess Capacity](#)

[IPT Agreement Norcross to Fairburn for Reserve Capacity with PD comments](#)

[Opinion Letter for City Attorney RE IPT](#)
2. [21-6017](#) **Skin Alley Lights**
The Department of Public Works, Utilities & Parks would like to present a proposal to install 1800 feet of commercial grade LED festoon string lights across Skin Alley.

[Memo - Skin Alley OH Lights](#)

[Firefly LED String Lighting Proposal](#)

[Any Volt Electric Co. Inc Proposal](#)

3. [21-6018](#) **Veteran's Park Monument Sign**
Public Works, Utilities & Parks is seeking approval to install a monument sign at Veteran's Park which will make the park more visible to visitors and the community. We have collected two quotes and are requesting approval to move forward per your direction.

[Memo - Veteran's Park Monument Sign](#)

[Signs of Intelligence Quote](#)

[Signs of Intelligence Example](#)

[C&C Signs Quote](#)
4. [21-6025](#) **On Demand Services Contract Agreement**
To formalize the 2021 On Demand Services list, Public Works, Utilities & Parks is seeking approval to move forward with the attached contract agreement with approved professionals.

[Memo - On Demand Services Contract Agreement](#)

[PWUP 20-03 On-Demand Professional Services Contract](#)
5. [21-6020](#) **Discussion on Food Trucks and Mobile Push Carts**
Update on the survey of downtown merchants with respect to the possibility of less restrictions on the utilization of food trucks for downtown merchant events.

[Food Truck Packet](#)
6. [21-6019](#) **Text Amendment to City Ordinance Chapter 30 - Parks**
Addition of tobacco definition and language prohibiting tobacco use in parks inside the City limits to Sec. 30-25.

[MC Memo - text amendment banning smoking in parks Sec. 30 Parks](#)

[ORD XX-2011 Chapter 30 Text Amendment - No Smoking in Parks](#)
7. [20-5898](#) **Notice of Invitation to Bid – West Peachtree Street Property**
Invitation to bid on approximately 1.73 acres of city-owned property on West Peachtree Street.

[Notice of Invitation to Bid for Sale of West Peachtree Street Property 1...](#)
8. [21-6021](#) **Professional Services Funding Request**
Community Development requests additional funds from Prior Year to cover on call services for a variety of positions that have become vacant in FY21.

[Community Development Staffing Needs and Funding v2](#)

9. [20-5972](#) **Reactivation of the Parks and Greenspace Commission**
Due to the inquiries and interest from several residents within the city regarding green spaces and trails, the city would like to reactive the Parks, Green Spaces, and Trails Commission that was proposed to the council on April 3, 2006.

[MC 12-21-2020 Meeting](#)

[Memo - Norcross Walkable Watershed Trail](#)
10. [21-6022](#) **Increasing City Policy Session Frequency to Facilitate More Efficient Meetings and Effective Discussion**
Many of our meetings are in excess of 5-6 hours and I believe staff and council attention can be better suited for shorter meeting windows, especially over Zoom calls. Additionally, this would allow the Council to react and govern at a quicker pace. Also, may or may not reduce the necessity of special call meetings.
11. [21-6023](#) **Introduction of Mayor & Council as Official Advisors to Our Boards and Commissions**
A proposal to draft a policy statement wherein Mayor and Council will operate as an advisory panel or member of each BCA if and when any BCA needs additional support beyond Staff Liaison or are faced with conflicts resulting from particularly complex or controversial issues or problems.
12. [21-6024](#) **Proposed City Policy to Govern How Council and DDA Member's Terms Are Managed on Boards**
Proposed policy governing how Council and DDA member terms are managed on boards.

[Acceptance of Appointment and Irrevocable Letter of Resignation](#)
- 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 **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ARLENE BECKLES**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6016	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	InterParticipant Transfers (IPT) 2021 Supplemental Power		

Sponsors:

Code Sections:

Attachments:

1. [Memo - IPT Agreements](#)
2. [IPT Agreement Norcross to Fairburn for Excess Capacity](#)
3. [IPT Agreement Norcross to Fairburn for Reserve Capacity with PD comments](#)
4. [Opinion Letter for City Attorney RE IPT](#)

Title
InterParticipant Transfers (IPT) 2021 Supplemental Power

Drafter
Mary Beth Bender



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender

DATE: January 5, 2021

SUBJECT: InterParticipant Transfers (IPT) 2021 Supplemental Power

CC: Eric Johnson, City Manager

Presented By: Mary Beth Bender, Assistant City Manager, Director of PWUP

Project Description

Public Works, Utilities & Parks is asking approval to move forward with the attached InterParticipant Transfers (IPT) 2021 Supplemental Power Contracts with the City of Fairburn.

The City of Norcross has been approached to supply Summer Reserves for 2021 for the City of Fairburn. The City of Fairburn is projected to be deficit reserves this Summer, and the City of Norcross has adequate surplus to cover Fairburn's needs. This contract would only be valid for calendar year 2021.

Staff Recommendation: Move forward with the IPT

Funding Source: N/A

Project Cost: N/A

Attachment: Memo - IPT Agreements (21-6016 : InterParticipant Transfers (IPT) 2021 Supplemental Power)



October 26, 2020

City of Norcross, Georgia
Attn: The Honorable Craig Newton, Mayor
65 Lawrenceville Street
Norcross, Georgia 30071

City of Fairburn, Georgia
Attn: The Honorable Elizabeth Carr-Hurst, Mayor
106 Howell Avenue
Fairburn, Georgia 30213

**Re: MEAG Power Sale of Excess Capacity to the City of Fairburn
on Behalf of the City of Norcross**

Dear Mayor Newton and Mayor Carr-Hurst:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Norcross, Georgia ("Norcross"), and the City of Fairburn, Georgia ("Fairburn") for MEAG Power's sale on behalf of Norcross of certain excess capacity to Fairburn pursuant to Section 312 of the Power Sales Contract between MEAG Power and Norcross. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Norcross and Fairburn, it is understood and agreed that:

(1) Sale of Excess Capacity by MEAG Power on Behalf of Norcross.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Norcross, Norcross has declared capacity in the amount of 4,691 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Norcross has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Fairburn.

(b) This Sale Amount shall not reduce Norcross's cost obligations under the Power Sales Contract and Norcross shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Fairburn for the Sale Amount pursuant to this Letter Agreement shall be credited to Norcross's obligation to MEAG Power to pay for its Entitlement Share.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



(2) Purchase of Excess Capacity by Fairburn. Fairburn agrees to purchase the Sale Amount for a price of \$6.00 per kW-year (the "Contract Price"). MEAG Power shall bill Fairburn for such amount and Fairburn shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Fairburn.

(3) Costs. Norcross shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Norcross to enable it to verify any such costs.

(4) Indemnification. Norcross hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Norcross's sale of excess reserve capacity pursuant to this Letter Agreement.

(5) Term. The initial term of the sale of Norcross's excess capacity to Fairburn pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2021 and end at 2400 hours on December 31, 2021. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Norcross's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Norcross and Fairburn, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:

By:

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF NORCROSS

By: _____

ATTEST:

City Clerk

[SEAL]

Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF FAIRBURN

By: _____

ATTEST:

City Clerk

[SEAL]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

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(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Norcross, Norcross has declared capacity in the amount of 2,813 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Norcross has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Fairburn.

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Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



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(3) Costs. Norcross shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Norcross to enable it to verify any such costs.

(4) Indemnification. Norcross hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Norcross's sale of excess reserve capacity pursuant to this Letter Agreement.

(5) Term. The initial term of the sale of Norcross's excess reserve capacity to Fairburn pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2021 and end at 2400 hours on December 31, 2021. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Norcross's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

(6) Termination and Unwind. If MEAG Power changes its policy concerning the computation of necessary reserve capacity from a "budgeted coincident peaks" standard to an "actual peaks" standard and such policy change goes into effect during the Term of this Letter Agreement, Norcross and Fairburn shall be returned to their respective positions as if this Letter Agreement had not been entered into (e.g., Fairburn shall receive a credit for amounts it paid pursuant to this Letter Agreement and Norcross shall be billed for all such amounts). Subsequently, this Letter Agreement shall terminate, except that Sections (3) and (4) shall remain effective.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Norcross and Fairburn, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:

By:

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF NORCROSS

By: _____

ATTEST:

City Clerk

[SEAL]

Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF FAIRBURN

By: _____

ATTEST:

City Clerk

[SEAL]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

[CITY ATTORNEY FOR THE CITY OF _____]

Addressee

RE: Opinion Re: Enforceability of Inter-Participant Transaction

Dear _____

The purpose of this letter is to provide my legal opinion concerning the execution and enforceability of that certain Inter-Participant Transaction entered into by the Cities of _____ and MEAG Power dated ("IPT"). I have conducted a thorough review of applicable law, including statutory and constitutional law of Georgia, the Charter of the City of _____, and all applicable ordinances and resolutions of the City of _____. I am also knowledgeable concerning the procedure utilized by the City of _____ in reviewing and approving the IPT.

For the benefit of and reliance of each of the parties to the IPT, I hereby opine as follows:

- (1) That the process utilized by the governing body of the City of _____ in approving the IPT complied in full with each of the requirements set forth in the City's Charter, ordinances and resolutions; and,
- (2) The signatory of the IPT on behalf of the City of _____ is fully authorized by applicable law to execute the IPT on behalf of the City of _____ and that the City of _____ upon execution will be fully bound by the terms of the IPT; and,
- (3) Upon execution, the IPT will be a fully enforceable document legally binding the City of _____ to the terms thereof.

I understand fully that the parties to the IPT are relying upon this opinion in moving forward with this transaction.

Very truly yours,

Attachment: Opinion Letter for City Attorney RE IPT (21-6016 : InterParticipant Transfers (IPT) 2021 Supplemental Power)



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

City of Norcross

Legislation Details (With Details)

File #:	21-6017	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Skin Alley Lights		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Skin Alley OH Lights](#)
2. [Firefly LED String Lighting Proposal](#)
3. [Any Volt Electric Co. Inc Proposal](#)

Title
Skin Alley Lights

Drafter
Mary Beth Bender



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR
PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender, Director

DATE : December 15, 2020

SUBJECT: Skin Alley lights

CC : Eric Johnson, City Manager

Presented by: Mary Beth Bender, Assistant City Manager/Director of PWUP

Project Description

The Department of Public Works, Utilities & Parks would like to present a proposal to install 1800 feet of commercial grade LED festoon string lights across Skin Alley. The lights will be installed 15' minimum over the ground to allow for commercial vehicles to move unobstructed down the alley. Norcross Power can easily disconnect/remove a section if work needs to be done on the poles or utility wires. All lighting to be controlled by photocells. All power and electrical connections will be on the utility poles or support cables, no electrical connections will be made on the buildings; small anchors will be used to secure the cables to the buildings.

Two proposals were received: Firefly Lighting (\$23,088.00) and Any Volt Electric, Co., Inc. (\$30,014.40).

Staff Recommendation: Move forward with Firefly Lighting

Funding Source: Mayor/Council contingency

Project Cost: \$23,088



325 South Atlanta St. Bldg. 3 Roswell, GA 30075 P: 404-275-4368

Skin Alley Commercial LED String Lighting Proposal:

- Install 1800 feet of commercial grade LED festoon strings across Skin Alley.
- Festoon strings are black with sockets spaced 24" apart. Led bulbs are filament style.
- Light strings will be supported by 1/8" braided cable that will run between anchors on the buildings and the utility poles or support wires installed between them.
- Light strings will be installed 15' minimum over the ground to allow for commercial vehicles to move unobstructed down the alley.
- Light strings will be fastened in such a way that Norcross power can easily disconnect/remove a section if work needs to be done on the poles or utility wires.
- Norcross Power to install the support cables between the utility poles.
- Electrical materials needed to be purchased from CED on the Norcross Power account. All lighting to be controlled by photocells. All power and electrical connections will be on the utility poles or support cables, no connections will be made on the buildings.

Cost: \$23088.00

Price includes all materials as listed and labor.

Firefly Lighting LLC requires that a 50% deposit be made prior to installation with the remainder due upon completion.

Estimate



Any Volt Electric, Co. Inc.
7742 Spalding Drive # 370
Peachtree Corners , GA 30092
Office # 404-403-0074
Fax # 800-516-4715
Email : anyvoltelectric@me.com

Date

09/10/20

Estimate No.

2507

Name / Address

Norcross Power

Project :

Lighting Additions On Skin Alley

Description	Quantity	Cost	Total
SCOPE OF WORK : Installation of 1800 feet of commercial grade led festoon strings across skin alley Supply black string lighting with sockets having 24" separation. Supply Led bulbs are filament style. Light strings will be supported by 1/8" braided cable that will run between anchors on the buildings and the utility poles or support wires installed between them. Light strings will be installed 15' minimum over the ground to allow for commercial vehicles to move unobstructed down the alley. Norcross Power to install the support cables between the utility poles. All electrical materials will be provided by Norcross Power. String lighting will be controlled by photo cell devices. All electrical connections will be on the utility poles or support cables, no connections will be made on the buildings.			
Total Materials and labor cost	1	30,014.40	30,014.4
Thank you for the opportunity and look forward working with you !		Total	\$30,014.4

Attachment: Any Volt Electric Co. Inc Proposal (21-6017 : Skin Alley Lights)



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

City of Norcross

Legislation Details (With Details)

File #:	21-6018	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Veteran's Park Monument Sign		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Veteran's Park Monument Sign](#)
2. [Signs of Intelligence Quote](#)
3. [Signs of Intelligence Example](#)
4. [C&C Signs Quote](#)

Title

Veteran's Park Monument Sign

Drafter

Mary Beth Bender



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR
PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender, Director

DATE: December 28, 2020

SUBJECT: Veteran's Park Monument Sign

CC: Eric Johnson, City Manager

Presented By: Mary Beth Bender, Assistant City Manager/Director, Public Works, Utilities & Parks

Project Description

Public Works, Utilities & Parks is seeking approval to install a monument sign at Veteran's Park which will make the park more visible to visitors and the community. We have collected two quotes and are requesting approval to move forward per your direction.

Company	Quote
Signs of Intelligence	\$31,680.00
C&C Signs	\$29,015.00

Staff Recommendation: Move forward with a Monument Sign per Mayor & Council Directive

Funding Source: Mayor & Council Contingency

Project Cost: \$31,680.00



5875 Peachtree Ind. Blvd. #150
Peachtree Corners, GA 30092
(470) 395-0171

ESTIMATE

EST-3760

"Smarter Signs for a Smarter World"
www.signsofintelligence.net

Payment Terms: Cash Customer

DESCRIPTION: Monument Sign For the City Of Norcross Veterans Park

Bill To: City Of Norcross
345 Lively Avenue
Norcross, GA 30071
US

Pickup At: Signs Of Intelligence
5875 Peachtree Ind. Blvd. #150
Peachtree Corners, GA 30092
US

Requested By: Michael Jones
Email: michael.jones@norcrossga.net
Work Phone: (678) 421-2010
Tax ID: 58-6000632

Salesperson: Jim Feeney
Cell Phone: (901) 409-1740

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 City Of Norcross Veterans Park	1	\$31,680.00	\$31,680.00
1.1 Custom Monument Signs -			
Part Qty: 1 Width: 28.00" Height: 6.125" Depth: 4.50"	Text: Custom fabrication single sided monument sign to include: Curved structure fabricated out of structural aluminum angle and 0.080 and .125 aluminum cladding Custom round pillars total of six (6) to include custom reveal fabricated of rolled .125 aluminum with internal steel tube support 1" thick aluminum letters to read "CITY OF NORCROSS" pin mounted to curved structure Custom 24" H VETERANS PARK letters - 4-1/2" thick fabricated out of .125 aluminum face with welded 0.063 aluminum return, with bottom attachment to curved structure Overall dimensions: 6 feet tall x 28 feet long Includes internal steel support for in ground installation and internal attachment Installation include concrete footing No illumination or externally illuminated by others		
Notes: Sign structure including pillars, base, aluminum dimensional copy and fabricated letters			
1.2 Non-Taxable Labor Install -			
Text: Sign installation including concrete footing and steel support			

Thanks for the opportunity to earn your business.

Please let us know if you have any questions & we look forward to working with you.

Subtotal:	\$31,680.00
Taxes:	\$0.00
Grand Total:	\$31,680.00

Attachment: Signs of Intelligence Quote (21-6018 : Veteran's Park Monument Sign)

- * Orders \$250 - \$500 Full Payment required upfront.
- * Orders \$500+ - 50% Deposit upon order, Balance upon delivery.
- * Orders \$500+ - 2 designs at no charge, \$350 deposit required for 3+ designs.
- * Invoices unpaid by due date subject to 18% annual interest.

Client Signature: _____

Signature: _____

Date: _____

VETERANS PARK CITY OF NORCROSS		 SIGNS OF INTELLIGENCE CUSTOM SIGNS & GRAPHICS
		CLIENT
		City of Norcross Veterans Park
		CONTACT
		Michael Jones 678-421-2010
		DETAILS
		Monument for Veterans Park
PLEASE READ PROOF CAREFULLY. ONCE APPROVED, SIGNS OF INTELLIGENCE WILL NOT BE FINANCIALLY RESPONSIBLE FOR MISPELLING OR INCORRECT LAYOUTS. Disclaimer: Due to factory color calibration and computer monitors, the colors displayed are not guaranteed to be the actual colors. In order to approve the actual colors, you need to request a hard-copy proof of materials that will be used for your project. Please Note: Our materials are not certified electronics, and therefore, we are responsible for installing the electricity to your new sign. We will mount your sign to the building, but you may require an electrician to connect the electricity to a other installation. ☐ APPROVED, NO CHANGES REQUIRED ☐ NOT APPROVED, PLEASE MAKE NOTED CHANGES		Date: 12/4/20 Designer: Mario Revised: File Name: Veterans Park Monument.pr
470.395.0171 5875 Peachtree Industrial Blvd. Suite 150, Peachtree Corners GA 30092 SignsOfIntelligence.net		CLIENT SIGNATURE Page: 1/3

Attachment: Signs of Intelligence Example (21-6018 : Veteran's Park Monument Sign)

Packet Pg. 23



PLEASE READ PROOF CAREFULLY. ONCE APPROVED, SIGNS OF INTELLIGENCE WILL NOT BE FINANCIALLY RESPONSIBLE FOR MISPELLING OR INCORRECT LAYOUTS.
Disclaimer: Due to factory color calibration on computer monitors, the colors displayed are not guaranteed to be the actual colors. In order to approve the actual colors, you need to request a hard-copy proof of materials that will be used for your project.



SIGNS
OF INTELLIGENCE
CUSTOM SIGNS
& GRAPHICS

CLIENT

City of Meriden
Veterans Park

CONTACT

Michael Jones
678-421-2610

DETAILS

Monument for Veterans Park

**ESTIMATE #5253****11/30/2020****Prepared For:**

City of Norcross
345 Lively Avenue
Norcross, GA 30071

Phone: 678-421-2100**Fax:****Alt. Phone:****Email:****Prepared By:**

Cesar Hernandez
C&C Signs
2640 Beaver Run Rd. Suite B
Norcross, GA 30071 USA

Phone: 770.840.9966**Fax:** 770.209.4353**Alt. Phone:****Email:** cesar@cc-signs.com**Description:** Monument Sign**Estimated Time For Production:** 60 working days

Quantity	Description	Each	Total	Taxable
1	Sign Permit Acquisition	590.00	\$590.00	
1	Sign Permit Fees TBD	0.00	\$0.00	
1	Shop Drawings	850.00	\$850.00	
1	Seal Stamped Engineer Drawings	600.00	\$600.00	
1	Monument Sign Self-Standing Aluminum Structure, 17' wide, curved profile, Custom Paint 17" h Non-Lit Aluminum Face Channel Letters 8" Diameter Pillars, 3 sets of pillars (2 posts per set) Copy: VETERANS PARK	18,400.00	\$18,400.00	
1	Install Sign SOW: 1. Utility Line Location 2. Digging 3. Overhaul Dirt 4. Set Footing for Inspection 5. Concrete Footing 6. Set Monument Sign	8,575.00	\$8,575.00	
		Subtotal	\$29,015.00	
		Total	\$29,015.00	

Terms: Payment terms not yet discussed

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by**Date****Amt. Paid Today**



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

City of Norcross

Legislation Details (With Details)

File #:	21-6025	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	On Demand Services Contract Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Memo - On Demand Services Contract Agreement](#)
2. [PWUP 20-03 On-Demand Professional Services Contract](#)

Title
On Demand Services Contract Agreement

Drafter
Mary Beth Bender



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender

DATE: January 15, 2021

SUBJECT: On Demand Services Contract Agreement

CC: Eric Johnson, City Manager

Presented By: Mary Beth Bender, Assistant City Manager, Director of PWUP

Project Description

To formalize the 2021 On Demand Services list, Public Works, Utilities & Parks is seeking approval to move forward with the attached contract agreement with approved professionals.

Staff Recommendation: Staff recommends proceeding with attached contract agreement.

Funding Source: N/A

Project Cost: N/A

Attachment: Memo - On Demand Services Contract Agreement (21-6025 : On Demand Services Contract Agreement)

**ON-CALL PROFESSIONAL ENGINEERING & DESIGN SERVICES
CONTRACT AGREEMENT
PWUP20-03**

Effective Date: _____

Expiration Date: _____

This Agreement made and entered into this ____ day of _____, in the year 2021; by and between The City of Norcross, Georgia, having its principle place of business at 65 Lawrenceville St. Norcross, Georgia and ("Contractor") _____ having its principle place of business at _____.

WHEREAS, the City of Norcross has caused Request for Qualifications Number (PWUP20-03) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the scope of services; and

WHEREAS, the Contractor submitted a response to the PWUP20-03; and

WHEREAS, the Contractor's submittal was deemed by the City of Norcross to be the proposal determined to be most advantageous to the City; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFQ, a copy of which is attached hereto as Appendix "A" and incorporated herein, and provide those Services as may additionally be specified in the Contractor's Statement in accordance with the terms and conditions of this agreement. The specifications are hereby made a part of this agreement by reference.

This is a contract for on-call engineering services. The City will issue a project description on an as-needed basis to the Contractor to solicit a submittal, a scope of work and a fee proposal. The City and the Contractor will negotiate a final scope and fee for each such project, as more particularly described in RFQ # PWUP20-03, which is attached hereto and incorporated herein by reference.

Upon acceptance of a final scope and fee for each project, the City will issue to the consultant a task order indicating acceptance of the project proposal and authorization to commence services in accordance with the on-call consulting agreement and the project proposal.

Each Project Task Order will be issued in accordance with and subject to the City of Norcross Financial Policy, as it exists at the time the Project Task Order is accepted.

2.0 Payment

The City shall pay the amount set out in the attached Item Schedule for services rendered hereunder. Payments shall be made individually by the City according to invoice, for each lot shipped.

3.0 Price

The prices quoted and listed on bid proposals shall be firm throughout the term of this Contract.

4.0 Term

The term of this contract shall be for one (3) years from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

5.0 Renewal

Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.0 Extension

If not set forth in the RFQ and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Vendor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Norcross. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Norcross Representative within ten (10) day after issuance.

In as much as the City of Norcross and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Norcross without the express knowledge and prior written consent of the City.

8.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

10.1 Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Norcross shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

10.2 The City of Norcross may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

10.2.1 Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Norcross of each occurrence.

10.2.2 After five (5) days, written notice fails to:

- a) Maintain the required insurance, or;

- b) In any other manner to perform the requirements of the RFP

11.0 Inclusion of Documents

PWUP20-03, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Contractor's submittal, the language in the former shall govern.

12.1 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

12.2 Federal Requirements

12.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Norcross contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to the following:

1. Equal Employment Opportunity – The contractor shall not discriminate against any employee, applicant, or employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the contractor purchases ownership with grant support;

4. Copy rights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the contractor purchases ownership with grant support.
5. Access to books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

13.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Norcross' prior written consent.

14.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

15.0 Drug-Free and Smoke-Free Workplace

15.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

15.2 The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

15.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

15.3.1 The Contractor has made false certification herein; or

15.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

16.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Norcross all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Norcross pursuant hereto.

18.0 Reporting Requirement

Reports shall be submitted to the Issuing Officer on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

19.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Gwinnett County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

20.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

21.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF NORCROSS:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____



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

City of Norcross

Legislation Details (With Details)

File #:	21-6020	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Discussion on Food Trucks and Mobile Push Carts		

Sponsors:

Code Sections:

Attachments:

1. [Food Truck Packet](#)

Title
Discussion on Food Trucks and Mobile Push Carts

Drafter
Tracy Rye



Community Development and Planning

TO: Mayor and Council

FROM: Tracy Rye, AICP, Community Development and Planning Director
William Corbin, Economic Development Director
Cate Kitchen, Downtown Manager

DATE: January 19, 2021

SUBJECT: Discussion on food trucks and mobile push carts

CC: Eric Johnson, City Manager

Background:

Community Development, Economic Development and the Downtown Manager spoke with you in September about the need to consider revamping the City's food truck and mobile pushcart ordinance. We were tasked with surveying the downtown merchants on their thoughts about a simpler and more flexible ordinance. We are back this evening to speak to the results of that survey and what should be our next steps with respect to ordinance modifications, if desired.

This is section 202-3 from the UDO

E. Food Truck

Food Trucks may only be located on a lot with a principally permitted use on the same zoning lot, and are conditionally permitted in a C-2, M1, CX, HX, NX, and BH zoning districts provided the following conditions can be met:

1. Food trucks may not conduct sales when parked on a public street unless approved for a City sponsored event or between the hours of 10 pm and 7 am.
2. The food truck must be licensed by the Health Department and have a valid business license for food truck operations.
3. A minimum one-half acre lot is required.
 - a. A maximum of 2 food trucks on lots a one-half acre to one acre in size.
 - b. A maximum of 4 food trucks on lots greater than one acre.
4. Temporary outdoor seating is only permitted upon review and approval of the Community Development Director.
5. Food trucks shall not block any ingress/egress or vehicular circulation in a parking lot, loading/unloading area or building entrance.
6. Food trucks shall not block any fire hydrant or fire lane.
7. Food truck operations shall be limited to the operating hours of the primary business on the lot.
8. Food truck operations shall be located a minimum of 100 feet from a residential dwelling.
9. No audio speakers or on-site/off-site freestanding signage shall be permitted other than what is displayed on the food truck.
10. Grease, liquid waste and garbage shall not be disposed of on-site.
11. Food trucks shall be subject to the all other applicable City and County Ordinances related to food operation.

This is the Code of Ordinances as it applies to push carts and food trucks. All sections need to be met. As far as I know we haven't issued anyone any permits...

Sec. 8-320. - Temporary mobile pushcart vendors.

Temporary mobile pushcart vendors shall be governed by the following regulations:

- (a) *[Permitted activity.]* Temporary mobile pushcart vendors may engage in the transient sale of prepackaged, nonhazardous food and beverage items from nonmotorized pushcart vehicles designed to be moved by hand, only in association with a permitted temporary outdoor activity.
 - (1) Temporary mobile pushcart vendors may set up on private property only in limited circumstances, as determined by the Community Development Department on a case-by-case basis in conjunction with an approved and permitted temporary outdoor activity, subject to the standards established in subsections 8-318(a)(1) through (3) and 8-318(2)a. and b.
 - (2) Each temporary mobile pushcart vendor shall meet the Food and Drug Administration food service sanitation standards and state applicable rules and/or regulations for food storage and dispensing.

- a. Temporary mobile pushcart vendors shall provide only single-service food articles (intended for one-time, one person use or consumption and then discarded).
 - b. Retail sales of beverages, [pre]prepared and prepackaged foods, individually wrapped ice cream and snack-type edibles, or other commissary-wrapped food maintained at proper temperatures are permitted.
 - c. Cooking of food from a raw state shall not be allowed. The heating of preassembled, prepackaged and/or precooked food is allowed.
 - d. The Food and Drug Administration has published laws and regulations regarding approved food and beverage items which may be sold by pushcart operators and vendors.
 - e. No items of any kind, other than those food and beverage items allowed in Food and Drug Administration regulations shall be sold or dispensed by temporary mobile pushcart vendors at temporary outdoor activities.
- (3) No operator, employee, or representative of the operator of a temporary mobile pushcart vendor activity shall solicit directly from the motoring public.
- (4) Street and sidewalk canvassing is prohibited.
- (b) *Permit required.*
 - (1) A temporary mobile pushcart vendor may operate at a temporary outdoor activity in limited circumstances on private property in association with a licensed temporary outdoor activity. A temporary outdoor activity permit and associated fee is required in addition to the temporary mobile pushcart vendor permit, subject to the approval of the Community Development Department.
 - (2) A temporary mobile pushcart vending permit shall be required and approved by the Community Development Department. The issuance of such a permit shall require an initial fee of \$100.00.
 - a. Applicant will be required to submit, as a condition of the application, a valid business license to operate in the city.
 - b. Written notarized permission from the property owner shall be obtained and submitted by the applicant to the City of Norcross Community Development Department as part of the required temporary outdoor activity permit.
 - (3) The temporary mobile pushcart vending permit shall be issued by the licensing and revenue manager of the City of Norcross General Government Administration Department.
 - (4) A temporary mobile pushcart vendor may operate at a public event if given written permission by the manager of the City of Norcross Cultural Arts and Community Center Department per subsection 8-318(c), subject to valid licensing requirements of subsection 8-320(b)(2). No additional permit is required.
 - (5) Original licenses must be displayed and visible at all times.
- (c) *Duration of temporary mobile pushcart vendor permit.*
 - (1) A temporary mobile pushcart vendor permit is valid for one 90-consecutive-day period, two times per a calendar year timeframe.
 - (2) Within that 90-day period, a mobile pushcart vendor may operate only within the specified time period associated with each temporary outdoor activity permit.
 - (3) Temporary mobile pushcart vendor activities are limited to 12 hours of operation per permitted calendar day.
 - (4) All operations must cease by 9:00 p.m..

(Ord. No. 21-2009, pt. I, 12-7-2009)

Sec. 8-321. - Food trucks.

Food trucks are subject to all of the following regulations:

(a) As used in this section, the terms below shall be defined as follows:

- (1) *Commissary* shall mean an approved catering establishment, restaurant, or other approved place in which food, containers or supplies are kept, handled, prepared, packaged or stored.
- (2) *Menu change* shall mean a modification of a food establishment's menu that requires a change in the food establishment's food preparation equipment or storage requirements previously approved by the Gwinnett County Health Department. The term "menu change" shall include, but is not limited to, the addition of potentially hazardous food to a menu, installation of new food preparation or storage equipment, or increasing storage capacity.
- (3) *Mobile food truck* shall mean a retail food establishment that reports to and operates from a commissary and is readily moveable. Said mobile food truck shall be a motorized wheeled vehicle which includes a self-contained kitchen where food is prepared or stored and from which food products are sold or dispensed.
- (4) *Mobile food truck vendor ("vendor")* shall mean the registered owner of a mobile food truck or the owner's agent or employee.
- (5) *Mobile food truck vendor permit ("vendor permit")* shall mean a document indicating the owner of an established mobile food truck has met the requirements of this ordinance and is licensed to operate within the City of Norcross.
- (6) *Mobile food truck vendor site ("vendor site")* shall mean a location where one or more mobile food trucks are located at any one time specifically for the purpose of selling merchandise in accordance with the provisions set forth within this section.

(b) Vendor permit required.

- (1) It shall be unlawful for any person to sell, or offer for sale, food or beverages of any type from a commissary or mobile food truck without first obtaining a vendor permit as described herein.
- (2) Approved vendors shall only sell, or offer for sale, merchandise from approved vendor sites as described herein.

(c) Vendor permit application requirements. An application for a mobile food truck vendor permit as described herein shall be submitted to the Community Development Director or his or her designee for review and consideration and shall include, at a minimum, the following information:

- (1) Name of the mobile food truck vending business.
- (2) Owner's contact information.
- (3) Operator's contact information.
- (4) Make, model, dimensions and license plate number of the mobile food truck.
- (5) Photographs of food truck, to include all sides and all signage.
- (6) Location, dates and times of vending site operation.
- (7) A copy of approved permit from the Gwinnett County Health Department.
- (8) A copy of the current occupational tax certificate from where the business is licensed.
- (9) A copy of current liability insurance policy, issued by an insurance company licensed to practice in the state. Each vendor shall maintain no less than a \$1,000,000.00 liability insurance policy, protecting the vendor, the public and the city from all claims for

damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit.

- (10) Signature of applicant indicating agreement to the listed regulations.
- (d) A mobile food truck vendor permit shall be valid for not more than four months from the date of issuance.
- (e) Vendor site application requirements. An application for a mobile food truck vendor site as described herein shall be submitted to the Community Development Director or his or her designee and shall include, at a minimum, the following information:
 - (1) Vendor sites:
 - a. Vendor sites on private tracts of land shall be limited to private tracts of land as allowed by the zoning regulations of the city.
 - b. Vendor sites for city sponsored events may be on private tracts of land or on public property, or in the public right-of-way and shall be limited to the duration of the event and only at such places and during such times as are specifically designated by the city in the resolution establishing the event.
 - (2) The application shall include all dates and hours of operation proposed for the vendor site. Each vendor site shall be limited to operating no more than two days per week for no longer than six hours per day; provided however, that vendor sites for city sponsored events shall be limited to the duration of the event and only at such places and during such times as are specifically designated by the city in the resolution establishing the event.
 - (3) A separate application for each vendor site shall be submitted for approval prior to establishing a vendor site.
 - (4) Written consent from the property owner(s), property manager(s), leasing agent(s) and/or lessee(s) indicating their approval of each vendor site located on private property.
 - (5) A detailed site plan of the proposed vendor site indicating the location of each mobile food truck, generators, tables, trash cans, parking areas and traffic flow.
- (f) Each mobile food truck shall be located:
 - (1) On paved surfaces only and shall not block drive aisles, access to loading/ service areas, emergency access or fire lanes.
 - (2) No closer than 30 feet from the right-of-way of an arterial highway and shall not be located within a landscape buffer or sight triangle; provided however, that vending sites for city sponsored events may be located in the public right-of-way or on public property when specifically designated by the city in the resolution establishing the event.
 - (3) No closer than 15 feet from existing fire hydrants or transformers.
 - (4) Parking.
 - a. The overall vendor site shall include no less than 15 off-street parking spaces for each mobile food truck. This subsection (f)(4)a. shall not apply to permits issued for city sponsored events.
 - b. If adequate on-site parking is not available, the parking requirements must be met by designating parking spaces in an off-site parking area abutting the vendor site. Written consent from the owner(s) of adjoining private property must be provided indicating they have approved off-site parking on their property.
 - (5) No closer than 200 feet from an existing brick-and-mortar restaurant during the hours when such restaurant is open to the public for business.
 - (6) No closer than 300 feet from a school or day care facility while that facility is in session unless written approval is established with that facility.

- (g) A mobile food truck vendor site permit shall be valid for the dates identified on the application only. Any changes to the approved permit shall be approved in advance by the community development director.
- (h) Aesthetic/signage requirements.
- (1) Absolutely no flashing, blinking or strobe lights shall be used on or within mobile food trucks or related signage. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.
 - (2) All signs used must be permanently affixed to or painted on the mobile food truck and shall extend no more than six inches from the vehicle. No sign shall flash, produce or reflect motion pictures; emit visible smoke, vapor, particles or odor; be animated or produce any rotation, motion or movement. No sign shall be internally illuminated.
 - (3) A portable menu board measuring no more than six square feet in size may be placed on the ground within the customer waiting area. This sign shall be located no more than ten feet from the edge of the mobile food truck. In no instance shall the portable menu board be located between the mobile food truck and any adjoining public road.
 - (4) Mobile food trucks shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be fully street legal. All vehicles shall be free of debris and shall be serviced regularly so as to prevent spills/deposits of oil/fuel, coolant, grease or other material.
- (i) Operational requirements.
- (1) Mobile food trucks shall not conduct business within the city limits unless a valid permit has been issued as described herein.
 - (2) The vendor permit shall be firmly attached to the window adjacent to the ordering or serving window and visible on the mobile food truck at all times.
 - (3) Any driver of a mobile food truck must possess a valid driver's license issued by the state.
 - (4) No sales or offers for sale shall be made from any mobile food truck between 9:00 p.m. and 5:30 a.m. unless such sale is in conjunction with a city-approved special event.
 - (5) No structure, vehicle or equipment shall be left unattended or stored at any time on the vending site when sales are not taking place or during restricted hours of operation.
 - (6) Each vendor shall comply with all state, federal and local health and safety regulations and requirements and shall obtain and maintain any and all licenses required by any other health organization or governmental organization having jurisdiction over this subject matter.
 - (7) Vendors may sell food and non-alcoholic beverage items only; the sale of alcoholic beverages from a mobile food truck is prohibited.
 - (8) The following safety regulations shall apply to any and all vehicles operating under this article or used for mobile food truck establishments:
 - a. Vehicles shall be equipped with a reverse gear signal alarm with a sound distinguishable from the surrounding noise level.
 - b. Vehicles shall be equipped with two rear-vision mirrors, one at each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the street to the rear, along both sides of the vehicle.
 - (9) Customers shall be provided with single service articles such as plastic utensils and paper plates. Each vendor shall provide no less than one waste container for public use.
- Each vendor shall provide for the sanitary collection of all refuse, litter and garbage generated by the patrons using that service and shall remove all such waste materials from the vendor site before the vehicle departs. This includes, but is not limited to, physically

inspecting the general area surrounding the vendor site for such items prior to the vehicle's departure.

Absolutely no dumping of gray water on public or private property shall be permitted.

- (10) The issuance of a permit does not grant or entitle the vendor to the exclusive use of any property or parking space.
- (11) All power required for the mobile food truck shall be self-contained. Mobile food trucks shall not use utilities drawn from the public right-of-way. No power cable or equipment shall extend across any city street, multi-use path, or sidewalk.
- (j) Fees. Permit fees shall be as adopted by city council in the schedule of fees and kept on file in the city clerk's office.
- (k) Indemnity. As a part of the permitting process set forth herein, any person or entity receiving a permit shall execute an indemnity agreement indemnifying and releasing the city, its agents, employees and elected officials from any and all liability against any and all claims, actions and suits of any type whatsoever.
- (l) Review of permit application. In determining whether or not to approve a specific vendor permit or the location of a vendor site, the Community Development Director may consider any factors reasonably deemed relevant for the application including, but not limited to, the following:
 - (1) Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
 - (2) The applicant failed to complete the application form after having been notified of the need for additional information or documents;
 - (3) Another permit or application has been received prior in time or has already been approved at the same time and location requested by the applicant;
 - (4) The size, nature or location of the vendor site will present a substantial risk to the health or safety of the public or participants in the event or other persons;
 - (5) The location of the vendor site will substantially interfere with any construction or maintenance work scheduled to take place upon or along the city streets.
- (m) Revocation and suspension. Any permit granted pursuant to the provisions of this section may be subject to revocation for cause by the Community Development Director (or his/her designee), including but not limited to the failure to comply with this section or any other applicable provisions of the Norcross Code of Ordinances.

([Ord. No. 05-2015](#), § II, 6-1-2015; Ord. No. [08-2019](#), § III, 6-3-2019)



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

City of Norcross

Legislation Details (With Details)

File #:	21-6019	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Text Amendment to City Ordinance Chapter 30 - Parks		

Sponsors:

Code Sections:

Attachments:

1. [MC Memo - text amendment banning smoking in parks Sec. 30 Parks](#)
2. [ORD XX-2011 Chapter 30 Text Amendment - No Smoking in Parks](#)

Title
Text Amendment to City Ordinance Chapter 30 - Parks

Drafter
Chief Bill Grogan



NORCROSS POLICE DEPARTMENT

BILL GROGAN, CHIEF OF POLICE

TO: Mayor and Council

FROM: Chief Bill Grogan

DATE: January 5th, 2021

REF: Text Amendment to City Ordinance Chapter 30 Parks

On December 7th, City Council voted to apply Gwinnett County's 'Tobacco Free Parks' ordinance to City of Norcross Parks to allow for uniform application of the ban throughout the City limits.

The following text additions in Chapter 30 are needed to enable application of the ban:

Tobacco use means the use of the tobacco plant leaf and any tobacco product including smoking cigarettes, cigars, chewing tobacco and vaping.

Sec. 30-25. – Use of Tobacco prohibited.

It shall be a violation of this article for persons to use any form of tobacco including E-Cigarettes and smokeless tobacco at any City owned or operated indoor and/or outdoor recreational facilities, including but not limited to the restrooms, athletic fields, parks, walking/hiking trails, agency owned vehicles, bodies of water, spectator and concession areas.

Attached: Chapter 30 as amended

Ordinance XX -2021

An Amendment to the City Code or Ordinances

Chapter and Purpose: Addition of tobacco definition and Sec. 30-25 in the Code of the City of Norcross.

Enacting Clause; The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the adopted Code of Ordinance 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 all following provisions shall become and be made part of the Code of the City of Norcross.

I. Amendment to add those items shown as underlined:

Sec. 30-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage(s) means any intoxicating beverage, malt beverage, wine or any other beverage containing any alcohol whatsoever.

Building means any structure attached to the ground which has a roof and which is designed for the shelter, housing or enclosure of persons, animals or property of any kind.

Litter means garbage, refuse, paper, rubbish, debris, trash and all other waste material whether natural or artificial.

Park(s) means all parks owned or managed by the City, including, but not limited to, Rossie Brundage Park, Thrasher Park, South Point Park, Johnson-Dean Park, Betty Mauldin Park, Fickling Property Greenspace, and Lillian Webb Park.

Recreation facility(ies) means all recreation areas in parks, including land, buildings, natural bodies of water, swimming pools, sports fields, cemeteries, and all other property and buildings owned, leased, or managed by the City.

Vehicle means any motor-driven equipment, such as an automobile, truck, motorcycle, bicycle, sled, go-cart, scooter, skateboard, ATV, child's toy vehicle, or Segway.

Weapon means firearm, rifle, pistol, revolver, paintball gun, or any weapon designed or intended to propel a shot, bullet, or other missile of any kind, or any device capable of discharging a projectile by air, spirit, gas or explosive, or any explosive substance or harmful solid, liquid and gaseous substance, or any spear, arrow, bow and arrow, slingshot, crossbow, spear or spear gun, or any dirk, Bowie knife, switchblade knife, ballistic knife, or any other knife, straight-edged razor, spring stick, metal knuckles, blackjack, any bat, club or other bludgeon-type weapon, or any flailing instrument or any disk which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart, or any weapon of like kind, and any stun gun, taser or similar device.

Tobacco use means the use of the tobacco plant leaf and any tobacco product including smoking cigarettes, cigars, chewing tobacco and vaping.

Sec. 30-2. - Enforcement.

This chapter shall be enforced by an authorized law enforcement officer of the City. Where there has been a violation of any of the following provisions of this chapter, the law enforcement officer in his discretion may issue a citation, warning and/or order the person to leave the park or recreation facility.

Sec. 30-3. - Public use of park property.

Any group or organization wishing to use any park, playground or recreational facility of the city for activities such as barbecues, fish fries, birthday parties, weddings, receptions, reunions, or other such gatherings shall first secure a reservation and pay any applicable fees for priority use through the Parks, Recreation and Cultural Arts (PRCA) Division office at 10 College Street, also available through the City's on-line reservation system on the City's website.

Sec. 30-4. - Operating hours.

It shall be unlawful for any person or vehicle to enter or be within any park, playground or other recreational facility of the City except in conformance with the regular 8:00 a.m. to 10:00 p.m. hours posted by the City Council at the park, playground or other recreational facility unless a special exception is granted by the City Council or by an approved reservation for use.

Sec. 30-5. - Littering prohibited.

It shall be unlawful for any person to throw or deposit litter on the grounds, streets, sidewalks, fountains, ponds, lakes, swimming pools, streams or other bodies of water in any recreational facility, except within public litter receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the recreational facility. Where public litter receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and shall be disposed of elsewhere. It shall be unlawful to take into, carry through, or put into a recreational facility, any litter generated outside the recreational facility.

Sec. 30-6. - Weapons prohibited.

- (a) It shall be unlawful for any person to discharge any weapon in a park or recreational facility.
- (b) It shall be unlawful for any person to take in a park or recreational facility any weapon, or to use, carry or employ any weapon or similar device in a recreational facility. This subsection shall not apply to firearms as defined by O.C.G.A. § 16-11-171(3).

Sec. 30-7. - Throwing objects prohibited.

It shall be unlawful for any person to throw any stone or missile at any person or at any public or private building in a recreational facility.

Sec. 30-8. - Annoying noises prohibited.

It shall be unlawful for any person to whistle, hiss or holler at another person in a boisterous, unbecoming or erring manner or make any loud, unnecessary or unusual noise or display, play or operate any sound amplification device including radios, television sets, public address systems, musical

instruments, CD players and the like in such a way which either annoys, disturbs, injures or endangers the comfort, repose, peace or safety of other persons in a recreational facility.

Sec. 30-9. - Personal conduct.

(a) It shall be unlawful for any person to engage in any violent, abusive, loud, boisterous, vulgar, wanton, obscene or otherwise disorderly conduct, disturb or annoy others, or engage in any activity that could cause injury to other persons while on or in connection with a recreational facility. No person shall upon or in connection with a recreational facility by act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any areas or into the structures designated for the use of a certain person or persons to the exclusion of others by written permit of the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee.

(b) It shall be unlawful for any person using a park to use, or permit a minor child in his/her custody to use, any device, equipment, apparatus, or facility within any park or recreational facility for any purpose other than the purpose for which the device, equipment, apparatus, or facility was reasonably intended; provided further, that the playing of games, sports or other recreational activities in such a manner as to constitute a nuisance shall be deemed a violation of this section.

Sec. 30-10. - Fires restricted.

It shall be unlawful for any person to build or maintain a fire in a recreational facility except in designated areas which are clearly marked by signs or defined with fire rings or grills placed by parks and recreation employees or by written permit for propane gas or other grills by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee.

Sec. 30-11. - Damaging or removal of any park property or vegetation prohibited.

It shall be unlawful for any person to deface, graffiti, harm or damage any park buildings, wildlife, property, equipment or signs located in any park or recreational facility; or dig up, cut, damage or remove any trees, tree limbs, shrubbery, flowers, rocks, mulch, water, historical artifacts or other vegetation located in any park or recreational facility.

Sec. 30-12. - Possession, use or consumption of alcoholic beverages.

It shall be unlawful for any person to possess, use, or consume any alcoholic beverage in a recreational facility. Possession, use and consumption of alcoholic beverages within the areas authorized by this section shall only be allowed at events specifically authorized and approved by resolution of the City Council as set forth in the Norcross Alcohol Beverage Ordinance (Code of Ordinances, subpart A, article I, sections 4-4 and 4-5) and shall be subject to all rules, regulations and restrictions of law adopted by the city, including, but not limited to, the Norcross Alcohol Beverage Ordinance (Code of Ordinances, subpart A, article I, sections 4-1 through 4-5) and/or the laws of the state related to the possession, use and consumption of alcoholic beverages.

Sec. 30-13. - Vehicles restricted.

It shall be unlawful for any person to drive any vehicle in a recreational facility except upon roadways designated and maintained for vehicular traffic, and except upon walkways when permitted and

approved by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee. Law enforcement and parks and recreation employees whose duties require them to drive maintenance vehicles and equipment shall be exempt from the limitations set forth in this section.

Sec. 30-14. - Parking restricted.

It shall be unlawful to park a vehicle in a recreational facility except in those areas designated by the appropriate signs as vehicle parking areas or in marked parking spaces. It shall be unlawful to leave a vehicle standing or parked in a recreational facility during hours when the recreational facility is closed. In such instances, the vehicle may be towed from the recreational facility at the owner's expense.

Sec. 30-15. - Parking limited to recreational facility users.

It shall be unlawful for any person to park in a recreation area if the owner of the vehicle is not utilizing the recreational facility unless authorized by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee. It shall be unlawful for persons to congregate within a parking area of a recreational facility so as to disrupt traffic or other persons, or so as to create a safety hazard.

Sec. 30-16. - Commercial activity restricted.

It shall be unlawful for any person to sell or offer for sale any merchandise or operate or attempt to operate a concession or engage in any commercial or charitable activity in a recreational facility unless approved by permit approved by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee.

Sec. 30-17. - Violation of facility regulations.

It shall be unlawful for any person to violate any rules or regulations relating to the use of any recreational facility as established by the Public Works, Utilities and Parks Director or by the City Council.

Sec. 30-18. - Animals.

- (a) It shall be the duty of every animal owner or custodian whose animal is in a recreational facility to have physical control of the animal by leash or lead line at all times unless otherwise approved by permit approved by the Public Works, Utilities and Parks Director, or his/her designee.
- (b) It shall be unlawful for any person with an animal, other than service animals as necessary, to access areas of a recreational facility which are restricted to animals.
- (c) It shall be the duty of every animal owner or custodian of any animal whose animal is in a recreational facility to immediately and properly dispose of waste deposited by the animal.
- (d) It shall be the duty of every animal owner or custodian of any animal whose animal is in a recreational facility to have in their possession proof of a current rabies vaccination for their animal.
- (e) Every animal owner or custodian of any animal whose animal is in a recreational facility is subject to all rules, regulations, and restrictions of law adopted by the city, specifically the Norcross Animal Control Ordinance (Code of Ordinances, subpart A, chapter 6), and/or the laws of the state related to animal control.

Sec. 30-19. - Pyrotechnics restricted.

It shall be unlawful for any person to possess, display, use, set off or attempt to ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics unless approved by written permit by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee.

Sec. 30-20. - Engine powered models or toys restricted.

It shall be unlawful for any person to start, fly or use any fuel-powered engine, jet-type or electric-powered model aircraft, boat or rocket or like-powered toy or model, except at those areas designated by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee for such use and then only in accordance with such rules, regulations and restrictions promulgated by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee.

Sec. 30-21. - Launching hot air balloons and hobby rockets restricted.

It shall be unlawful for any person to launch hot air balloons and hobby rockets from a recreational facility unless approved by written permit by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee.

Sec. 30-22. - Recreational facility restrictions.

It shall be unlawful for anyone to enter locked or closed (by field-closed signage) any sport field for recreational use unless approved by permit by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee.

Sec. 30-23. - Rossie Brundage Park.

(a) The City Council declares that Rossie Brundage Park is a public recreation area intended for the use and enjoyment of the public. The City Council also declares Rossie Brundage Park as an athletic park for the City. The City Council further finds that there are certain activities in this area that would constitute a danger to the public using the facilities located in this area and may result in personal injuries to those engaged in the activities and damage to the property located within this area.

(b) In light of the foregoing declaration the following activities are prohibited in Rossie Brundage Park:

- (1) Riding or operating vehicles.
- (2) Other activities that are dangerous and interfere with the public's use of the area or pose a threat to the safety of the public and/or surrounding property. However, before any citation is issued for violation of this subsection the violator shall be given notice that the activity is prohibited and be directed to cease the activity.

(c) The Director of Public Works, Utilities, Parks and Recreation or his/her designee is authorized to erect appropriate signage to notify the public of the provisions of this section and to take appropriate action to enforce the provisions of this section.

Sec. 30-24. - Thrasher, Betty Mauldin, South Point, Heritage and Lillian Webb Park.

(a) The City Council declares that Thrasher Park, Betty Mauldin Park, South Point Park, Heritage Park and Lillian Webb Park are public recreation areas intended for the peaceful use and enjoyment of the

public. The City Council further finds that certain activities in this area constitute a danger to the public using the facilities located in this area and may result in personal injuries to those engaged in the activities and damage to the property located within this area.

(b) In light of the foregoing declaration the following activities are prohibited in Thrasher Park, Betty Mauldin Park, South Point Park, Heritage Park and Lillian Webb Park:

- (1) Riding or operating vehicles.
- (2) Striking and throwing hard balls, such as baseballs, softballs, lacrosse balls, and golf balls.
- (3) Playing or any organized activities or sporting games.
- (4) Other activities that are dangerous and interfere with the public's use of the area or pose a threat to the safety of the public and/or surrounding property. However, before any citation is issued for violation of this subsection the violator shall be given notice that the activity is prohibited and be directed to cease the activity.

(c) The Director of Public Works, Utilities, Parks and Recreation or his/her designee is authorized to erect appropriate signage to notify the public of the provisions of this section and to take appropriate action to enforce the provisions of this section.

(d) The following activities and actions when occurring in association specifically with the use of the splash pad located in Lillian Webb Park are to be enforced by the Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee:

- (1) The splash pad is unsupervised, and therefore all children under the age of ten are to be accompanied by an adult.
- (2) Roughhousing or violent play is prohibited.
- (3) Running is prohibited.
- (4) No bicycles, skateboards, inline skates, scooters, wheeled shoes, or other wheeled toys are allowed in the splash pad.
- (5) Drinking the water generated by the splash pad is prohibited.
- (6) Food, drink or glass containers of any kind are prohibited from the splash pad.
- (7) Users of the splash pad are to respect others at all times.
- (8) Users of the splash pad are to be mindful of the weather, and use of the splash pad during inclement weather is prohibited.
- (9) Alcoholic beverages are prohibited from the splash pad.
- (10) Infants must wear rubber or swim diapers in the splash pad.
- (11) Animals are prohibited from the splash pad.
- (12) Sitting on or obstructing the water jets in the splash pad is prohibited.

(13) The Public Works, Utilities and Parks Director, PRCA Superintendent or his/her designee reserves the right to deny use of the splash pad to anyone at any time.

Sec. 30-25. – Use of Tobacco prohibited.

It shall be a violation of this article for persons to use any form of tobacco including E-Cigarettes and smokeless tobacco at any City owned or operated indoor and/or outdoor recreational facilities, including but not limited to the restrooms, athletic fields, parks, walking/hiking trails, agency owned vehicles, bodies of water, spectator and concession areas.

- II. Severability: If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgement shall not affect or invalidate the remainder of any ordinance, section, subsection, paragraph, subdivision or clause of this ordinance.
- III. Repealer: All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, subdivision or clause of this ordinance are hereby repealed to the extent of the conflict.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2021

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	20-5898	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Notice of Invitation to Bid – West Peachtree Street Property		

Sponsors:

Code Sections:

Attachments:

1. [Notice of Invitation to Bid for Sale of West Peachtree Street Property 1...](#)

Title

Notice of Invitation to Bid – West Peachtree Street Property

Drafter

William Corbin

PUBLIC NOTICE
CITY OF NORCROSS, GEORGIA
INVITATION FOR SEALED BIDS
FOR SALE OF CITY OWNED PROPERTY

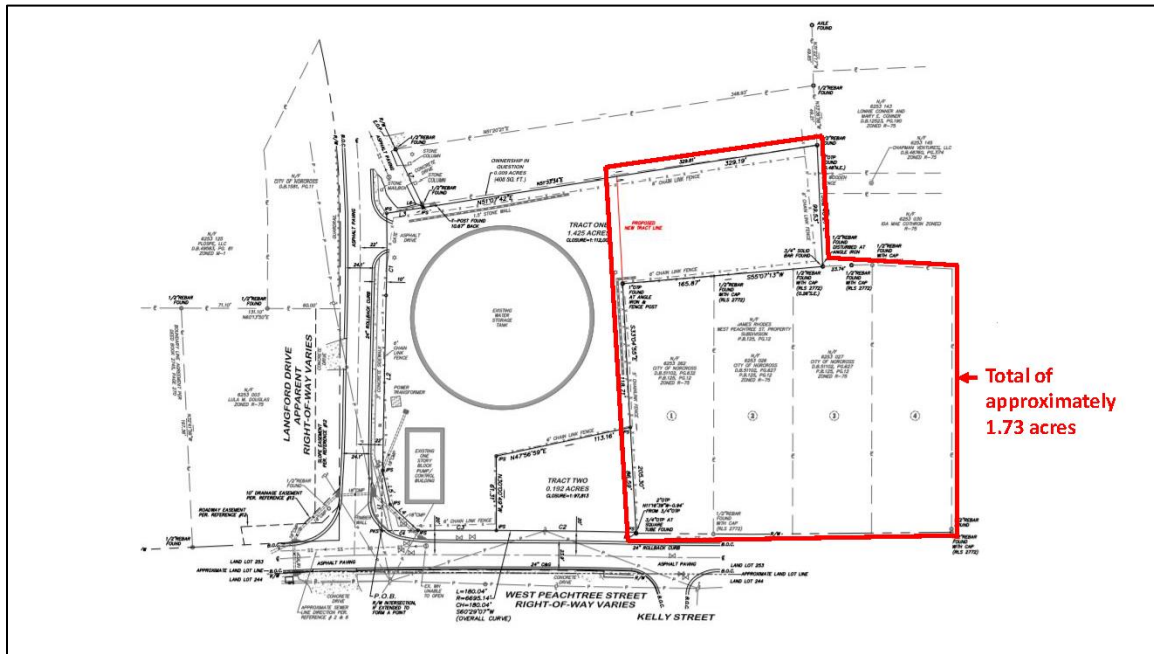
The City of Norcross, Georgia hereby issues this notice for sealed bids for the sale of the following property described (hereinafter the "Subject Property"):

SUBJECT PROPERTY DESCRIPTION

ID	STREET ADDRESS	TAX PARCEL NO.	APPROXIMATE ACREAGE
TRACT 1	658 WEST PEACHTREE STREET	R6253 262	0.33
TRACT 2	656 WEST PEACHTREE STREET	R6253 026	0.32
TRACT 3	646 WEST PEACHTREE STREET	R6253 027	0.34
TRACT 4	636 WEST PEACHTREE STREET	R6253 028	0.38
TRACT ONE-B	ADJACENT TO WATER TANK PROPERTY	A Portion of Tax Parcel No. R6253 003A	0.36
TOTAL APPROXIMATE ACREAGE			1.73

BIDS ARE DUE BY MARCH 30, 2021 AT 10:00 a.m., Eastern Standard Time

SUBJECT PROPERTY CONFIGURATION



Special Terms and Instructions:

- All five (5) lots are sold together to the highest responsive, responsible bidder.
- The approximate metes and bounds legal descriptions of the five (5) lots are attached hereto for the information and convenience of the bidders. The City does not make any representation or warranty as to the accuracy of the attached legal descriptions.
- There are no warranties of title or of suitability for any particular purpose.
- The City will convey title to all five (5) lots by quit claim deed.
- The successful bidder shall be responsible for obtaining their own survey and title search and the preparation of a quit claim deed and legal description.
- Bids should be submitted as a non-negotiable cash offer. The City will not negotiate after bids are opened, and the City will not accept contingencies.
- All Bids shall include an irrevocable letter of credit issued by a bank or savings and loan association, as defined in O.C.G.A. § 7-1-4 for the full amount of the bid.
- One (1) copy of the bid form must be fully signed and the required Affidavit must be submitted in a sealed envelope marked "5 West Peachtree Lots" and "Attention Norcross Economic Development Director."
- The Bid Package must be delivered on or before 10 a.m., EST, March 30, 2021 to City Hall either by mail or hand delivery addressed to Norcross Economic Development Director, City Hall, 2nd floor, 65 Lawrenceville Street, Norcross, GA 30071. Late bids will not be accepted.
- The Bid Proposal Form must be completely filled out. Do not leave any space blank.

- Bids shall be opened and publicly read on March 30, 2021 at 11:00 a.m.
- Acceptance of the highest responsive, responsible bid shall be made in writing after approval by the Mayor and Council of the City of Norcross.
- The City reserves the right to reject any and all bids or to cancel the sale.
- A tabulation of the bids shall be made available for public inspection following the opening of all bids.
- All such bids shall be retained and will be made available for public inspection following the opening of all bids for a period of not less than 60 days following the date that bids are opened.
- All bids shall be irrevocable.
- No bids shall be contingent on obtaining financing.

Conditions

- The City will not entertain bids that are contingent on rezoning. The property is currently zoned PRD (Planned Residence District). Sale is subject to all easements, public utilities, conditions and deed restrictions and it is the sole responsibility of each bidder to inspect the property prior to submitting a bid.
- The City will only consider bids proposing the construction of single family detached dwelling units on the Subject Property pursuant to the PRD zoning classification. See Norcross Code Section 201-13(e) (II) b.
- All prospective bidders shall submit preliminary concept plans as part of their bid.
- In the event that the purchaser has not obtained all land disturbance, building and other development permits necessary to construct single family detached dwelling units as set forth above within 15 months of the filing of the quit claim deed to purchaser, the City may, in its own sole discretion, repurchase the Subject Property from the purchaser for the amount bid and accepted by the City.
- The foregoing conditions will be incorporated into the terms of the quit claim deed issued to the purchaser.

Environmental

- The City is unaware of any wetlands, state water buffers on this site.

Inspection and Testing

- All prospective bidders shall be granted access to physically inspect, test, survey or conduct environmental testing on the Subject Property at least five (5) days prior to submitting bids after obtaining advance written approval from the Norcross Economic Development Director, City Hall, 2nd floor, 65 Lawrenceville Street, Norcross, GA 30071. All such testing shall be at the prospective bidder's sole cost and expense.
- The City shall have the right to observe any testing, to take split samples.

- Each prospective Bidder shall indemnify, defend and hold the City harmless from any and all damage to the land or any loss, claims, penalties, liabilities and costs resulting from any act or omission of any prospective bidder or their agents and subcontractors associated with inspection and testing on the Subject Property.
- If a prospective Bidder conducts any such physical inspection and/or testing, Bidder shall require its contractors and agents to maintain insurance coverage, including but not limited to workers' compensation coverage; employers liability insurance of not less than \$250,000 each occurrence; and General Liability and Automobile Insurance coverage of not less than \$1,000,000.
- Closing will be within forty-five (45) days of acceptance of a bid by the City. Buyer will pay the full amount of the bid in cash at closing.
- The City will deliver the Subject Property to the selected Bidder free and clear of all liens by limited warranty deed.
- The City will pay all costs associated with Closing, including attorneys' fees; provided however, that the selected bidder shall be solely responsible for purchasing and obtaining title insurance.
- The selected Bidder must pay by cashier's check or wire transfer at closing.

The SALE shall be awarded to the highest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, INCLUDING THE HIGHEST BID, TO WAIVE INFORMALITIES IN BIDDING, AND TO READVERTISE THE BID FOR THE SUBJECT PROPERTY.

Contact

- Please address any questions concerning this sale, including requests to review relevant documents, to Norcross Economic Development Director, City Hall, 2nd floor, 65 Lawrenceville Street, Norcross, GA 30071.

BID PROPOSAL FORM CITY OF NORCROSS

SALE OF CERTAIN REAL PROPERTY

Description: 1.73 acres, more or less, or land situated at 636, 646, 656 and 658 West Peachtree Street, Norcross, GA, known as tracts 1-4, tax parcel ID nos. R6253 262, R6253 026, R6253 027, and R6253 028, and tract One-B which is contiguous to tracts 1-3 and adjacent to the water tower. See Invitation For Sealed Bids for further details.

Condition: Property is subject to all easements, public utilities, conditions and deed restrictions.

**SUBMIT PROPOSAL IN DUPLICATE,
ENCLOSED IN A SEALED ENVELOPE
MARKED WITH THE PARCEL
NUMBERS.**

**YOUR BID MUST INCLUDE AN
IRREVOCABLE LETTER OF CREDIT ISSUED**

**BY A BANK OR SAVINGS AND LOAN
ASSOCIATION, AS DEFINED IN O.C.G.A. § 7-
1-4 FOR THE FULL AMOUNT OF THE BID.
MAIL OR DELIVER TO:**

**City of Norcross, Norcross Economic
Development Director, City Hall, 2nd floor,
65 Lawrenceville Street, Norcross, GA 30071.**

**THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS,
INCLUDING THE HIGHEST BID, TO WAIVE INFORMALITIES IN BIDDING,
AND TO READVERTISE THE BID FOR THE SUBJECT PROPERTY. ANY
INCOMPLETE BID FORM MAY BE REJECTED, ANY BID FORM THAT IS
UNSIGNED OR IS NOT ACCOMPANIED BY THE REQUIRED AFFIDAVIT
WILL BE REJECTED. NO BIDS WILL BE ACCEPTED AFTER THE
DEADLINE.**

APPROXIMATE LEGAL DESCRIPTION

Tract One

658 West Peachtree Street:

All that tract or parcel of land containing 0.335 Acres, lying and being in the City of Norcross and in Land Lot 253, of the 6th District, of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersected previously non-mitered Western right-of-way for Hunter Street (having a right-of-way of 30.00 feet) and the previously non-mitered apparent Northern right-of-way for West Peachtree Street (being a variable right-of-way); thence Southwesterly, along said right-of-way of West Peachtree Street, for a distance of 70.00+/- feet to a 1/2" rebar set; thence, and continuing along said right-of-way, South 59 degrees 00 minutes 04 seconds West, for a distance of 164.81 feet to a point; thence, and continuing along said right of way, South 60 degrees 03 minutes 00 seconds West, for a distance of 31.04 to a point on said right-of-way and being the True Point of Beginning. From the True Point of Beginning, as thus established, and thence, continuing along said right-of-way, South 60 degrees 03 minutes 00 seconds West, for a distance of 63.87 feet to a 3/4" open top pipe found on said right-of-way; thence, and leaving said right-of-way, North 33 degrees 30 minutes 14 seconds West, for a distance of 206.13 feet (along the property line now or formerly of the City of Norcross) to a 1" open top pipe found; thence North 54 degrees 49 minutes 15 seconds East, for a distance of 75.80 feet (along the property line now or formerly of the City of Norcross) to a point; thence, and leaving said property line, South 30 degrees 15 minutes 46 seconds East, for a distance of 212.64 feet to the True Point of Beginning, being located on the apparent Northern right-of-way of West Peachtree Street.

Said tract or parcel of land is shown as Lot 1, as depicted on that certain final plat for James Rhodes, West Peachtree St. Property, dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, of the Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tract Two

656 West Peachtree Street:

All that tract or parcel of land containing 0.323 Acres, lying and being in the City of Norcross, and in Land Lot 253, of the 6th District, of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersected previously non-mitered Western right-of-way for Hunter Street (having a right-of-way of 30.00 feet) and the previously non-mitered apparent Northern right-of-way for West Peachtree Street (being a variable right-of-way);

thence Southwesterly, along said right-of-way of West Peachtree Street, for a distance of 70.00+/- feet to a 1/2" rebar set; thence, and continuing along said right-of-way, South 59 degrees 00 minutes 04 seconds West, for a distance of 130.56 feet to a point on said right-of-way and being the True Point of Beginning. From the True Point of Beginning, as thus established, and thence, continuing along said right-of-way of West Peachtree Street, South 59 degrees 00 minutes 04 seconds West, for a distance of 34.25 feet to a point on said right-of-way; thence, and continuing along said right-of-way, South 60 degrees 03 minutes 00 seconds West, for a distance of 31.04 feet to a point on said right-of-way; thence, and leaving said right-of-way, North 30 degrees 15 minutes 46 seconds West, for a distance of 212.64 feet to a point; thence North 54 degrees 49 minutes 15 seconds East, for a distance of 65.52 feet (along the property line now or formerly of the City of Norcross) to a point; thence, and leaving said property line, South 30 degrees 15 minutes 46 seconds East, for a distance of 217.99 feet to the True Point of Beginning, being located on the apparent Northern right-of-way of West Peachtree Street.

Said tract or parcel of land is shown as Lot 2, as depicted on that certain final plat for James Rhodes, West Peachtree Street Property, dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, of the Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tract Three

646 West Peachtree Street:

All that tract or parcel of land containing 0.330 Acres, lying and being in the City of Norcross and in Land Lot 253, of the 6th District, of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersected previously non-mitered Western right-of-way for Hunter Street (having a right-of-way of 30.00 feet) and the previously non-mitered apparent Northern right-of-way for West Peachtree Street (having a variable right-of-way); thence Southwesterly, along said right-of-way of West Peachtree Street, for a distance of 70.00+/- feet to a 1/2" rebar set; thence, and continuing along said right-of-way, South 59 degrees 00 minutes 04 seconds West, for a distance of 65.28 feet to a point on said right-of-way and being the True Point of Beginning. From the True Point of Beginning, as thus established, and thence continuing along said right-of-way of West Peachtree Street, South 59 degrees 00 minutes 04 seconds West, for a distance of 65.28 feet to a point on said right-of-way; thence, and leaving said right-of-way, North 30 degrees 15 minutes 46 seconds West, for a distance 217.99 feet to a point; thence North 54 degrees 49 minutes 15 seconds East, for a distance of 24.38 feet (along the property line now or formerly of the City of Norcross) to a 3/4" solid bar found; thence North 55 degrees 54 minutes 32 seconds East, for a distance of 23.76 feet (along the property line now or formerly of Ida Mae Cothron) to a 1/2" rebar found; thence, and continuing along said property line, North 58 degrees 08 minutes 04 seconds East, for a distance of 13.22 feet to a 1/2" rebar found; thence, and

continuing along said property line, North 62 degrees 25 minutes 26 seconds East, for a distance of 4.07 feet to a point; thence, and leaving said property line, South 30 degrees 15 minutes 46 seconds East, for a distance of 221.01 feet to the True Point of Beginning, being located on the apparent Northern right-of way of West Peachtree Street.

Said tract or parcel of land is shown as Lot 3, as depicted on that certain final plat for James Rhodes, West Peachtree Street Property, dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, of the Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tract Four

636 West Peachtree Street:

All that tract or parcel of land containing 0.328 Acres, lying and being in the City of Norcross and in Land Lot 253, of the 6th District, of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersected previously non-mitered Western right-of-way for Hunter Street (having a right-of-way of 30.00 feet) and the previously non-mitered apparent Northern right-of-way for West Peachtree Street (having a variable right-of-way); thence Southwesterly, along said right-of-way of West Peachtree Street, for a distance of 70.00+/- feet to a 1/2" rebar set and being the True Point of Beginning, being located on the apparent Northern right-of-way of West Peachtree Street. From the True Point of Beginning, as thus established, and thence, continuing along said right-of-way of West Peachtree Street, South 59 degrees 00 minutes 04 seconds West, for a distance of 65.28 feet to a point on said right-of-way; thence, and leaving said right-of-way, North 30 degrees 15 minutes 46 seconds West, for a distance of 221.01 feet to a point; thence North 62 degrees 25 minutes 26 seconds East, for a distance of 65.35 feet (along the property line now or formerly of Ida Mae Cothron) to a 1/2" rebar set; thence South 30 degrees 15 minutes 46 seconds East, for a distance of 217.10 feet (along the property line now or formerly of Hopewell Missionary Baptist Church) to 1/2" rebar set and the True Point of Beginning.

Said tract or parcel of land is shown as Lot 4, as depicted on that certain final plat for James Rhodes, West Peachtree Street Property, dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, of the Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tract One - B

All that tract or parcel of land lying and being in The City of Norcross, Land Lot 253 of the 6th Land District, Gwinnett County, Georgia and being more particularly described as follows:

To find The Point of Beginning, commence at the intersection of the Northerly Right-of-Way of West Peachtree Street (Right-of-Way Varies) and the Easterly Right-of-Way of Langford Drive (apparent Right-of-Way Varies), if extended to form a Point, said point marked by a P.K. Nail Found; THENCE leaving said Point North 28 degrees 51 minutes 30 seconds West for a distance of 49.71 feet to an ½" Rebar Found along the Easterly Right-of-Way of Langford Drive; THENCE continuing along said Right-of-Way of Langford Drive for the following three(3) courses and distances, North 28 degrees 51 minutes 30 seconds West for a distance of 144.38 feet to a Point; THENCE along a curve to the left having a radius of 1,237.54 feet and an arc length of 67.70 feet and being subtended by a chord of North 29 degrees 39 minutes 37 seconds West for a distance of 67.69 feet to an ½" Rebar Found; THENCE North 51 degrees 07 minutes 42 seconds East for a distance of 30.62 feet to an ½" Rebar Found; THENCE leaving said Right-of-Way, North 51 degrees 07 minutes 42 seconds East for a distance of 161.84 feet to an Iron Pin Set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, North 51 degrees 07 minutes 42 seconds East for a distance of 167.35 feet to a ½" Rebar Found; THENCE South 32 degrees 40 minutes 27 seconds East for a distance of 99.53 feet to a ¾" Solid Bar Found; THENCE South 55 degrees 07 minutes 13 seconds West for a distance of 165.87 feet to a 1" Open Top Pipe found at an Angle Iron and Fence Post; THENCE North 33 degrees 04 minutes 55 seconds West for a distance of 87.85 feet to an Iron Pin Set, said point being the TRUE POINT OF BEGINNING.

Said property contains 0.357 acres.

BID PROPOSAL AND AFFIDAVIT

Combined Tracts 1-4 consisting of 636, 646, 656 and 658 West Peachtree Street, Norcross, GA, tax parcel ID nos. R6253 262, R6253 026, R6253 027 and R6253 028.

Bidder Name(s) _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contact Email Address: _____

Bidder's Proposed Cash Offer for the Above Described Property:

_____ and ____/100 United States Dollars (\$_____).

AN IRREVOCABLE LETTER OF CREDIT FOR THE FULL BID AMOUNT IS ATTACHED HERETO.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID TO PURCHASE CITY PROPERTY ARE TRUE AND CORRECT.

Signature of Affiant(s):

(Signature)

(Printed Name of Bidder/Agent)

Title

On this ____ day of _____, 2021, before me personally appeared _____ to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her own free act and deed.

Notary Public _____

My commission expires _____

(Signature)

(Printed Name of Bidder/Agent)

Title

On this ____ day of _____, 2021, before me personally appeared _____ to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her own free act and deed.

Notary Public _____

My commission expires _____



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

City of Norcross

Legislation Details (With Details)

File #:	21-6021	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Professional Services Funding Request		

Sponsors:

Code Sections:

Attachments:

1. [Community Development Staffing Needs and Funding v2](#)

Title
Professional Services Funding Request

Drafter
Tracy Rye



Community Development and Planning

TO: Mayor and Council

FROM: Tracy Rye, AICP, Community Development and Planning Director

DATE: January 19, 2021

SUBJECT: Professional Services Funding Request

CC: Eric Johnson, City Manager

Background:

Community Development has faced some staffing challenges so far in FY21. The City Engineer resigned in October. Realizing the service provided by the City Engineer to both Public Works and Community Development, we worked with on-call professional service provider Keck & Wood to fill the position on an interim basis while the City interviewed for a new Engineer. Keck & Wood provided plan review, field and site inspections and coordinated a number of on-going projects for the City (library, stormwater assessments, etc). The methodology was an hourly basis ramping up from just before the City Engineer left, then maintaining the office and workload, followed by a ramping down of service after the new City Engineer was hired. So far the cost has been \$43,656.42 and one more bill is anticipated to be approximately \$20,000 for services in December.

Community Development has also received resignations from the Planner and Senior Planner the first week of January 2021. The loss of these two staff positions affects both day to day operations and professional level support to a number of Norcross Boards and Commissions. We are currently working with on call professional service provider Jacobs to help back fill those positions until at least June 30, 2021 to shore up and stabilize operations and to give the City time to determine next best steps. Staffing needs are two full time equivalent positions. This magnitude of need does not correlate well within an hourly setting. The Jacobs team is

working with the City to see if there is a way to approach a lump sum figure for this professional service and what that figure would be.

I anticipated our on-call needs for FY21 to be \$20,000 for small projects and services. It appears now that our Engineering costs will be just under \$64,000 for on call services. I also believe that on call planning services may rival or exceed that amount of money. These costs will obviously be offset by the unused salaries and benefits directly correlated to the amount of time the various positions were/will be held vacant in this budget cycle.

The current request is to provide an additional \$100,000 of on call staffing needs in the Community Development professional services line item (100.5.7000.52.1302) with funds from either Contingency or Fund Balance, or within the Community Development salaries line subject to the recommendation of the GGA Director and the City Manager.



3090 Premiere Parkway, Suite 200
Duluth, Georgia 30097
(678) 417-4000 · FAX (678) 417-4055
www.keckwood.com

Ms. Tracy Rye
Community Development Planning Director
City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

November 16, 2020
Project No: 180123.00
Invoice No: 1339397

Project 180123.00 On Demand Services

Professional Services from October 4, 2020 to October 31, 2020

Phase 000011 Public Works, Parks & Transportation

Services during the period include meetings with City staff to discuss ongoing projects, N Peachtree St construction administration, PI 0012640 utility relocation coordination, Police Administration building coordination, Gwinnett Library coordination, review stormwater issues at Newberry Rd, Hammond Dr and Bolton Circle, and railroad pedestrian crossing survey coordination.

Professional Personnel

	Hours	Rate	Amount	
Principal	20.00	205.00	4,100.00	
Senior Engineer I	4.50	175.00	787.50	
Staff Engineer II	11.75	125.00	1,468.75	
Totals	36.25		6,356.25	
Total Labor				6,356.25
Total this Phase				\$6,356.25

Phase 000012 Community Development

Services during the period include GDOT LAP certification assistance, floodplain management coordination, retaining wall assessment, sidewalk assessment, and engineering development plan reviews.

Professional Personnel

	Hours	Rate	Amount	
Senior Engineer II	21.25	190.00	4,037.50	
Staff Engineer II	46.00	125.00	5,750.00	
Totals	67.25		9,787.50	
Total Labor				9,787.50
Total this Phase				\$9,787.50
Total this Invoice				\$16,143.75



3090 Premiere Parkway, Suite 200
Duluth, Georgia 30097
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www.keckwood.com

Ms. Tracy Rye
Community Development Planning Director
City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

December 15, 2020
Project No: 180123.00
Invoice No: 1339526

Project 180123.00 On Demand Services

Professional Services from November 1, 2020 to November 28, 2020

Phase 000011 Public Works, Parks & Transportation

Services during the period include meetings with City staff to discuss ongoing projects, 2200 Norcross Parkway sinkhole coordination, N Peachtree St construction administration, PI 0012640 utility relocation coordination, Police Administration building coordination, Gwinnett Library coordination, review stormwater issues at Newberry Rd, Hammond Dr and Bolton Circle, and railroad pedestrian crossing survey coordination.

Professional Personnel

	Hours	Rate	Amount	
Principal	20.50	205.00	4,202.50	
Senior Engineer II	.50	190.00	95.00	
Senior Engineer I	17.25	175.00	3,018.75	
Staff Engineer II	12.50	125.00	1,562.50	
Design Technician	18.50	90.00	1,665.00	
Totals	69.25		10,543.75	
Total Labor				10,543.75

Consultants

Kentec Associates, LLC.				
11/30/2020	Kentec Associates, LLC.		605.00	
11/30/2020	Kentec Associates, LLC.		1,320.00	
Total Consultants			1,925.00	1,925.00

Reimbursable Expenses

Travel & Subsistence				
11/6/2020	Ramshaw, James		13.92	
Total Reimbursables			13.92	13.92

Total this Phase \$12,482.67

Phase 000012 Community Development

Services during the period include floodplain management coordination, retaining wall assessment, sidewalk assessment, and engineering development plan reviews.

Professional Personnel

	Hours	Rate	Amount	
Senior Engineer II	37.00	190.00	7,030.00	
Staff Engineer II	64.00	125.00	8,000.00	
Totals	101.00		15,030.00	
Total Labor				15,030.00

Total this Phase \$15,030.00

REMIT TO: 3090 Premiere Parkway, Suite 200, Duluth, GA 30097

Project	180123.00	On Demand Services	Invoice	1339526
Total this Invoice			\$27,512.67	

Attachment: Community Development Staffing Needs and Funding v2 (21-6021 : Professional Services Funding Request)



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

City of Norcross

Legislation Details (With Details)

File #:	20-5972	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Reactivation of the Parks and Greenspace Commission		

Sponsors:

Code Sections:

Attachments:

1. [MC 12-21-2020 Meeting](#)
2. [Memo - Norcross Walkable Watershed Trail](#)

Title
Reactivation of the Parks and Greenspace Commission

Drafter
Councilmember Bruce Gaynor



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

To: Mayor and Council

From: Sonya Isaac, Special Projects Manager

Date: December 21, 2020

Re: Proposal to reactive Parks, Green Spaces, and Trails Commission

Due to the inquiries and interest from several residents within the city regarding green spaces and trails, the city would like to reactive the Parks, Green Spaces, and Trails Commission that was proposed to the council on April 3, 2006. See attached document.

Following the 2016 Parks Master Plan and the 2040 Norcross Comprehensive Plan that prioritizes connectivity utilizing various greenways and trails, the city would begin to implement the recommendations outlined in the adopted plans when the commission is reactivated.

Attachment: MC 12-21-2020 Meeting (20-5972 : Reactivation of the Parks and Greenspace Commission)

10. Consent Agenda

- 10 - 1 Reappointment of Don Thompson to P & Z Board of Appeals
- 10 - 2 Proposal to change utility billing late fees from 10th to the 15th of the month.
- 10 - 3 Norcross Garden Club tree dedication - 10 a.m. on May 15th dedicated to "First Responders".
- 10 - 4 Policy for use of DOT regulations for private road development.
- 10 - 5 Ratification of sexual harassment policy.
- 10 - 6 Ratification of Parks and Green Space Commission "Citizen Board".
- 10 - 7 Ratification of Development Regulations.
- 10 - 8 Authorize Norcross Art Fest Committee to replace brick veneer on the gazebo in Thrasher park.
- 10 - 9 Authorize Norcross Art Fest Committee to place a plaque on the Amphitheatre in Thrasher Park.
- 10 - 10 Approval for employees to donate vacation or sick hours to an administrative employee who needs additional sick hours to attend to a close relative. These gifts will not exceed 40 hours from an individual employee.

11. Unfinished Business

- 11 - 1 Funding and job description for Events Coordinator/Public Information Officer Position.
- 11 - 2 City Website.
- 11 - 3 Appoint CID Board Member.
- 11 - 4 Acceptance of new verbage for Building Plan Review and City Engineer Review.
- 11 - 5 Community Development Fee Schedule.
- 11 - 6 Architectural Review Board.

(Continued on next page)

10 - 6

**City of Norcross Georgia
Mayor and Council Meeting
Agenda Request**

I. Department: Community Development
 Department Head Authorization: Clark Patterson Associates
 Date Submitted: March 27, 2006
 Work Session Date: March 27, 2006
 Council Meeting Date: April 3, 2006
 Tabled From/To: _____
 Submitting Person: Clark Patterson Associates
 Citizen Request: _____

II. Item of Business: Consent Agenda

(The wording as presented will be the exact wording to be entered into the records of the City of Norcross, Georgia unless officially amended at the time of presentation)

Motion to ratify a Parks and Green Space Commission "Citizen Board"

(The City Clerk or Governing Authority introducing and presenting the following request certifies that to the best of the City's knowledge that it is not in conflict with City State or Federal codes)

Foregoing motion by _____ Seconded by _____ Vote: _____ Ayes _____ Nays

Amended motion by _____ Seconded by _____ Vote: _____ Ayes _____ Nays

III. Staff Recommendation:

IV. Financial Action Required: _____ yes _____ xx no

BUDGETED	ACCT. TITLE	CURRENT BAL.	REQUESTED	DEPT. HEAD
yes _____ no _____				

Budgetary references made with each individual item when necessary.

V. Other comments in addition to written information submitted:

Back up information attached _____ yes _____ no

VI. Attorney Comments:

Attachment: MC 12-21-2020 Meeting (20-5972 : Reactivation of the Parks and Greenspace Commission)

Proposal for a PARK AND GREEN SPACE COMMISSION

3/22/06

Introduction

We believe that park space is an important part of a healthy city. As structural density increases public park space provides a critical balance. As Norcross has pursued the concept of "live, work and play" residential density has increased resulting in smaller yards for private recreation. The land use inventory of Norcross included in the 2001 LCI Study cited "Missing land use components include medium density residential and parks. A greater variety of housing and more recreational areas are needed for a more livable center" (page 6 of the report). The Preference Survey Results cited "Urban open spaces and pocket parks are preferred" (page 16 of the report).

Since the LCI Study the City has wisely purchased three green spaces but has not focused on their use. The existing parks in Norcross appear to be minimally maintained. Norcross does not have the available acreage to construct large scale recreational parks so it must carefully oversee and preserve what it has with an eye to best use. We feel there is need for a commission that focuses specifically on the development, use and maintenance of these valuable spaces.

It is important to understand that this proposal is not intended to imply any lack of performance on the Public Works Department, but rather to ensure that parks and greenspace needs are given adequate priority by the Council. The Commission will work closely with Public Works in formulating plans and determining budget requirements for implementation.

The Purpose of the Park and Green Space Commission

To advise City Council regarding the best use, development and maintenance of the parks and green spaces within the City of Norcross, and to provide a focal point for citizen inputs on these issues

The Structure of the Park and Green Space Commission

Similar to the citizen volunteers of the Tree Commission, the Park and Green Space Commission will include five individuals, appointed by the City Council, each serving a term of two years. No term limits. No less than four of the Park and Green Space Commission members must be citizens of Norcross. The Park and Green Space Commission will have the authority to assemble committees to further specific projects, and at least two of those committee members must be citizens of Norcross.

The Park and Green Space Commission will seek input, guidance and recommendations from professionals in the urban planning and landscape industries and from professionals in local, state and federal organizations, such as The Trust For Public Land and the

Georgia Green Space Commission, when developing plans for the parks and green spaces within Norcross.

Functions of the Park and Green Space Commission

- Formulate plans for use, development and maintenance of parks and green spaces within the City.
- Establish priorities for implementation of plans.
- Determine budget requirements relative to each plan.
- Organize committees to support the creation of plans.
- Obtain citizen input as to use, development and priority of plans.
- Identify and pursue sources of funding for plans.
- Assist the City in coordinating the implementation of plans.
- Prepare new or revised ordinance and code proposals to ensure proper use of our parks and greenspaces

Meetings of the Park and Green Space Commission

The Park and Green Space Commission will hold regularly scheduled and announced meetings no less than once a month which will include a forum for public input and which will advise the public of decision points elected by the commission.

Preliminary Inventory of Parks and Green Spaces

The City currently identifies ten parks/green spaces within the city limits:

1. Betty Mauldin Park, a passive park with benches, fountain and bell.
2. Rossie Brundidge Park, a recreation park including baseball field, basketball court, small child play area, pavilion with kitchen, barbeques and parking.
3. South Point Park, a passive park with concrete pathway.
4. Thrasher Park, an historic, semi-recreational park including a tennis court, small child play area, pavilion, gazebo, benches, picnic tables, barbeques, concrete pathways and parking.
5. Johnson Dean Park (Barton Street Parcel), an undeveloped green space located on Barton Street containing an abandoned commercial building.
6. Fickling Lake Parcel, an undeveloped green space located on Longview Drive containing a pond.
7. Pinnacle Pointe Park, a landlocked, undeveloped green space near Pinnacle Pointe Drive.
8. Cemetery Park, an historic grave site with a pavilion.
9. Cemetery Field, a football field, maintained and scheduled by Gwinnett County.
10. Lillian Webb Field, a baseball field, maintained and scheduled by Gwinnett County.

(signed)

Patricia Pritchard
Meryl Wilkerson

MEMO

TO: Mayor and Council
FROM: Tixie Fowler
SUBJECT: Norcross Walkable Watershed Trail
CC: Eric Johnson, City Manager

Imagine taking an innovative, grass roots approach to economic development that fosters our community's health both tangibly and intangibly. The proposed trail recognizes Norcross' natural, cultural, historical and economic assets, and makes them more accessible, engaging and inclusive for citizens. The envisioned project takes advantage of existing infrastructure and natural landscapes, incorporates key goals identified in community planning documents, and supports the city's efforts to reduce its environmental impact as a Green Community.

Developing the Watershed Trail will engage the collective creativity of residents, local institutions, city boards and city staff, inviting a collaboration that results in a viable walking trail that not only connects individuals to our own community's assets, but also connects Norcross to similar visions in neighboring cities, and even across the region.



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

City of Norcross

Legislation Details (With Details)

File #:	21-6022	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Increasing City Policy Session Frequency to Facilitate More Efficient Meetings and Effective Discussion		

Sponsors:

Code Sections:

Title
Increasing City Policy Session Frequency to Facilitate More Efficient Meetings and Effective Discussion

Drafter
Councilmember Matt Myers



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

City of Norcross

Legislation Details (With Details)

File #:	21-6023	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Introduction of Mayor & Council as Official Advisors to Our Boards and Commissions		

Sponsors:

Code Sections:

Title
Introduction of Mayor & Council as Official Advisors to Our Boards and Commissions

Drafter
Councilmember Matt Myers



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

City of Norcross

Legislation Details (With Details)

File #:	21-6024	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/19/2021 6:30 PM	In Control:	Policy Work Session
Title:	Proposed City Policy to Govern How Council and DDA Member's Terms Are Managed on Boards		

Sponsors:

Code Sections:

Attachments:

1. [Acceptance of Appointment and Irrevocable Letter of Resignation](#)

Title

Proposed City Policy to Govern How Council and DDA Member's Terms Are Managed on Boards

Drafter

Councilmember Matt Myers

[ACCEPTANCE OF APPOINTMENT TO NDA/DDACN BOARD
CONDITIONED ON IRREVOCABLE RESIGNATION IN ONE YEAR]

[Date]

City of Norcross
Mayor and Councilmembers
Board of Directors of [Norcross Development Authority/Downtown Development Authority of
the City of Norcross]
c/o City Hall
65 Lawrenceville Street
Norcross, Georgia 30071

Re: Acceptance of Appointment to [Norcross Development Authority/Downtown
Development Authority of the City of Norcross] Board effective as of [date]
and Irrevocable Letter of Resignation from said Board on the 1st Annual
Anniversary of Appointment.

Dear Mayor and fellow Councilmembers:

I wish to convey my thanks and acceptance of your appointment as the City Council's representative to the board of directors of the [Norcross Development Authority/Downtown Development Authority of the City of Norcross]. I look forward to my concurrent service as a member of the Authority and as a City Councilmember during the upcoming year.

While the term of office for this board appointment is for four (4) years as set by state law and local ordinance, I understand and agree that it is in the best interest of the City of Norcross and the [Norcross Development Authority/Downtown Development Authority of the City of Norcross] that my service on the board of the Authority is for one year or the end or my elected term of office so that other councilmembers and/or the mayor will the opportunity to serve on the board during the balance of the four (4) year appointed term as the city elected official who is also a member of the board. I further understand and agree that that the appointment of the City elected official appointed to replace me for my unexpired term as a member of the aforementioned board will also be conditioned on their irrevocable letter of resignation after a single year of service on the board or the end of their elected term of office, whichever comes first.

I trust that my one-year irrevocable conditional appointment will promote the free exchange of ideas and information and will improve cooperation and communication between the governing authority of the City of Norcross and the [Norcross Development Authority/Downtown Development Authority of the City of Norcross] board.

Therefore, for all the reasons set forth above, I hereby tender advance notice of my intent to resign my appointment as a member of the [Norcross Development Authority/Downtown Development Authority of the City of Norcross] board effective on the anniversary date of my appointment or upon the end of my elected term of office, whichever comes first. This notice of

my future resignation from the aforementioned board is irrevocable, and I understand and agree that it is a condition of my appointment to the board.

Thank you again for the opportunity to serve.

Sincerely,

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