

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, March 16, 2020

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

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

Architectural Review Board

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

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

*Sustainable Norcross Commission
Tree Board*

G. Items for Discussion

1. [20-5646](#) **COA2020-0001/REZ2020-0001 370 Thrasher Street Historic Demolition and PRD Rezoning**

[COA2020-0001 REZ2020-0001 staff report](#)

2. [20-5671](#) **Johnson Dean Forest Preserve Phase 2**

The Tree Board has requested Public Works, Utilities & Parks to seek direction from Mayor & Council for Johnson Dean Forest Preserve Phase 2.

[Letter of agreement for professional services](#)

3. [20-5668](#) **Edits to Code of Ordinance for Water and Sewer**

The following edits and additions to the Code of Ordinances were identified as required by the Georgia Dept of Natural Resources during routine audits for compliance the Metropolitan North Georgia Water Planning District's Water Resource Management Plan. Additionally, a portion of the edits remove sections that pertain to the City issuing permits for, and controlling domestic water services which are not applicable after the sale of the water system to Gwinnett County.

[Ordinance XX-2020 Article II. - Water, Sewer Service](#)

4. [20-5645](#) **UDO Updates for Compliance with Georgia EPD and National Flood Insurance Program**

These are UDO changes required by the Georgia EPD and FEMA to be in compliance with their programs.

[Memo Flood language Adoption March 2020](#)
[Proposed Text Change to Ordinance XX-2020](#)

5. [20-5669](#) **Fourth Amendment to Cooperation Agreement**
Consideration to amend the current cooperation agreement with Gateway85 Gwinnett Community Improvement District Board (CID) to extend the terms which expires after June 30, 2020.

[G85GCID Cooperation Agreement - Amendment - Extension - 2020](#)
6. [20-5673](#) **Reconstruction of the Board, Authority, and Commission Policy and Procedures**
Proposed policy for Boards, Authorities, and Commission.

[Board Reconstruction Outline \(2-21-2020 Meeting\)](#)
[Board, Authority, & Commission Policies](#)
[Board Applicant Flow Log](#)
[BAC's Chart 2020](#)
7. [20-5670](#) **Historic Building Preservation**
What are some of the best practices that Madison is using and what does Norcross want to do moving forward?

[Madison TDR Program Summary](#)
- H. **Adjourn to Executive Session for Personnel, Real Estate or Legal**
- I. **Signed by:** _____ **Mayor Craig Newton**
- J. **Attest:** _____ **Monique Lang, City Clerk**



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

City of Norcross

Legislation Details (With Details)

File #:	20-5646	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/16/2020 6:30 PM	In Control:	Planning and Zoning
Title:	COA2020-0001/REZ2020-0001 370 Thrasher Street Historic Demolition and PRD Rezoning		

Sponsors:

Code Sections:

Attachments:

1. [COA2020-0001 REZ2020-0001 staff report](#)

Title

COA2020-0001/REZ2020-0001 370 Thrasher Street Historic Demolition and PRD Rezoning

Drafter

Tracy Rye

Request for historic demolition, certificate of appropriateness and Planned Residence District development and zoning standards



Community Development and Planning

TO: Architectural Review Board
 Planning and Zoning Board
 Mayor and Council

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

DATE: March 16, 2020

SUBJECT: COA2020-0001/REZ2020-0001 Historic Demolition and Rezoning 370 Thrasher Street

CC: Rudolph Smith, City Manager

Background:

The applicant proposes to demolish the existing historic building and construct a five-unit planned residential townhome development independent of the abutting Seven community. Due to the relative narrowness of the property, the dwellings will be built deep into the lot along the south by southwestern property line. With the building oriented to match the lot depth, the typical side elevations will become the façade and rear, and the building front and rear will become the sides. Vehicular access to the lot is proposed to be along the northeast by north property line (paralleling Clay Street) which opens into a shared drive and visitor parking area. Each unit will provide a two-car garage and the site plan depicts additional parallel parking spaces.

Recommendation:

Based on the mixed residential character of the area as well as the advancing level of deterioration of the on site home and the topography of the site, the Community Development Staff recommend both the historic demolition and zoning approval with conditions identified in the staff report and enumerated below.

Zoning Conditions:

The Planning and Zoning Board recommended approval of the PRD with the following conditions:

- 1) The PRD zoning designation shall be restricted to only townhome primary uses and allowable home occupations as accessory uses;
- 2) In conformance with the adopted 2040 Comprehensive Plan, the development is limited to a maximum of 5 townhome dwelling units; or 1 unit per .128 acres.
- 3) To accommodate potential building orientation concerns the setbacks and building height for the parcel shall be:

Yard	Front	Side, south	Side, north	Rear
Distance	35ft	0ft	0ft	0ft
Maximum height: 35ft defined in Article II, Section 102				

- 4) The applicant shall replace the existing Thrasher sidewalk with a new 4ft wide sidewalk and dedicate another 4ft for future expansion of the sidewalk.
- 5) It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks.
- 6) No allowable encroachments as defined under Section 206-8.B and no administrative variances as defined under 104-7.A shall be allowed;
- 7) The development shall comply with Norcross UDO Sections 203-89 parking minimums for townhomes and multifamily dwelling developments;
- 8) The development shall comply with the Architectural Review Board's conditions of approval;
- 9) The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report.
- 10) All common areas, including but not limited to streets and storm water systems, shall be maintained by a mandatory homeowner association;
- 11) The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
- 12) Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional.
- 13) All utilities shall be buried.
- 14) The parking area in front of the garages shall be minimum of 17.5ft in depth.

ARB Conditions:

The ARB voted 3-1 that the existing home is a non-contributing structure in the National Historic District and voted 4-0 to recommend approval of the demolition of the home and approval of the elevations of the project with the following conditions:

Historic Demolition:

The Architectural Review Board recommended the following:

- 1) The existing building is considered a non-contributing structure to the historic district
- 2) The existing building is approved for demolition of the building with the following conditions:
 - a) The applicant shall offer the house to the community at large to be relocated for a period of not less than one month prior to demolition.
 - b) The applicant shall recycle as many viable parts of the house and provide documentation of where or who recycled them, if the structure is not relocated from the property.
 - c) The applicant shall advertise on social media the availability of any parts of the house for reuse or recycling. The contractor will determine the fees and items for each part based on labor and liability costs. Final available picking timeframe shall be in effect for 30 days should the Mayor and Council approve COA2020-0001 / REZ2020-0001.

Architectural Review:

The Architectural Review Board recommended approval of the proposed site and elevation component of the application with the following conditions:

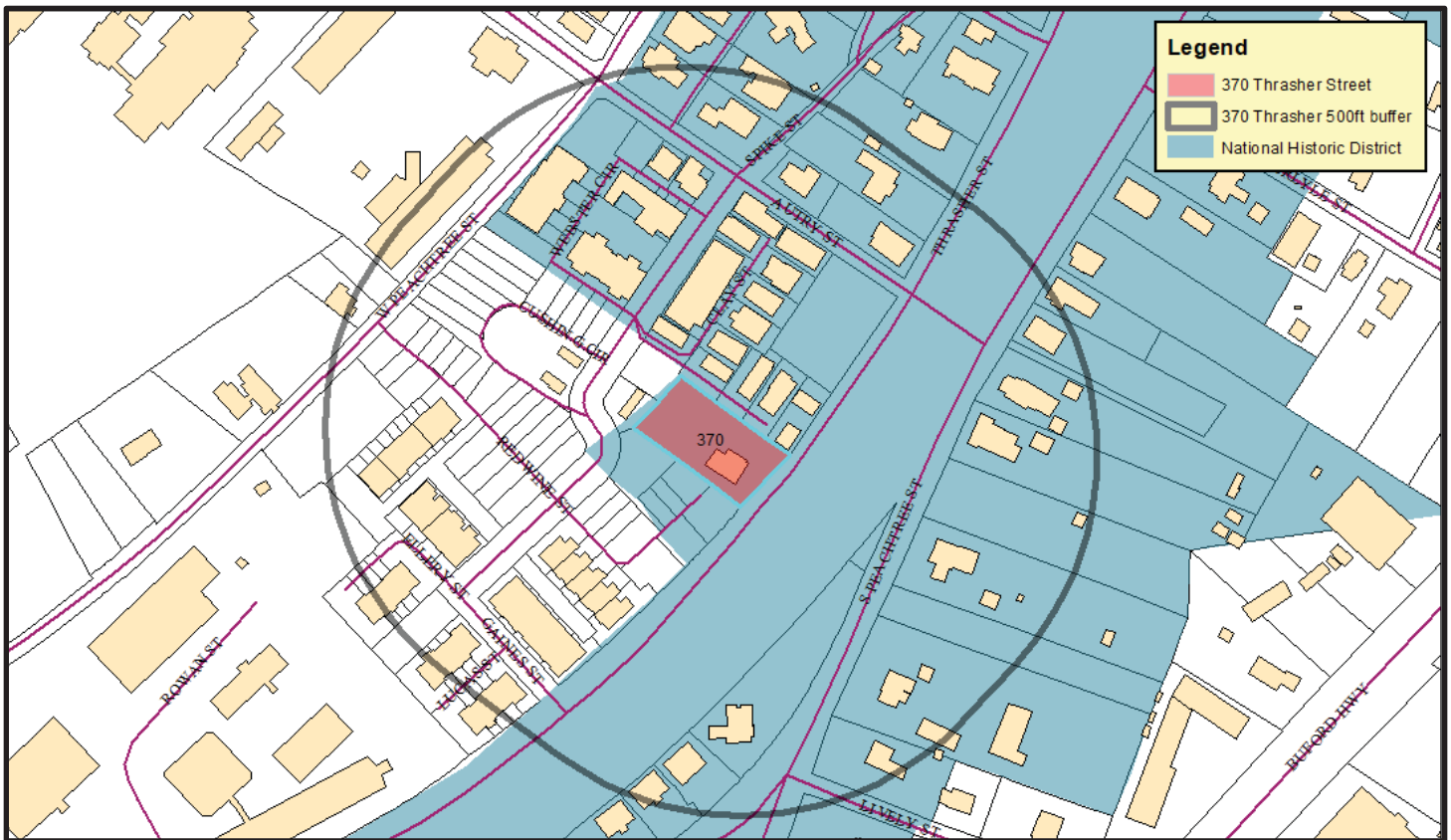
- 1) The applicant shall install a sidewalk on the property to tie into the existing city sidewalk network. The final location shall be determined by staff.
- 2) The applicant shall provide a usable outdoor public space. It may be hard surfaced, but must include seating, landscaping and trees that provide shade.
- 3) The parking area in front of the garages shall be minimum of 17.5ft in depth.
- 4) The stoop dimensions shall be 5ft x 6ft.
- 5) The steps leading to the front doors shall be brick.

- 6) The design standard 3.6.1.3 requirement for mutins to be of adequate depth to convey the proper effect of muntins and mullions shall apply to all elevations.
- 7) Black metal railings on front and rear elevations.
- 8) Façade cladding materials are approved as submitted from the 2/25/2020 revision, which are:
 - 1) Lot 17: 3rd floor board and baton, 2nd floor brick, 1st floor brick
 - 2) Lot 16: 3rd floor siding, 2nd floor board and baton, 1st floor brick
 - 3) Lot 15: 3rd floor board and baton, 2nd floor board and baton, 1st floor brick
 - 4) Lot 14: 3rd floor siding, 2nd board and baton, 1st floor brick
 - 5) Lot 13: 3rd floor board and baton, 2nd floor brick 1st floor brick
- 9) The rear cladding material that faces toward Redwine Street, shall match the cladding material variation as called out in condition number eight above.
- 10) Lot 13, facing Gaines Street, shall be brick on first and second floor with windows similarly placed as the Thrasher Street elevation.
- 11) Wood shall be placed between windows at cantilevered sections.
- 12) Weathered Wood shall be employed on the primary roofing.
- 13) Side elevations shall have hip roofs as depicted in the original submission.
- 14) Metal shed roofs shall be bronze in color.
- 15) Judges paneling shall match the muntins and sashes in color.
- 16) The balconies that project toward Redwine Street shall be a minimum of 6ft in depth.
- 17) The applicant shall use 10-inch boxed columns for the elevation that projects toward Redwine Street.
- 18) The applicant shall extend the brick water table along the first floor and second floors for the elevations that projects toward Thrasher Street.
- 19) The applicant shall include two faux windows within the first floor brick work which employs a herring bone pattern.
- 20) The applicant shall install faux or real windows along the first floor for the elevations that project toward Gaines Street.
- 21) No two similar garage doors shall be side by side to show variation from dwelling unit to dwelling unit,
- 22) The color pallet submitted at the 2/25/2020 special called meeting shall be the approved color pallet for the townhome development.
- 23) The HVAC equipment shall be appropriately screened from view;
- 24) It is acknowledged that the Gwinnett County Fire Marshal may require modification to the site for oversized vehicles such as fire and garbage trucks.

- 25) The reveal (exposed portion) of siding shall be a minimum of four inches and shall not exceed six (6) inches per design standard 3.5.3.2.
- 26) Corner boards shall have the same width and depth as the siding reveal, and are not permitted to be greater than two inches of the siding reveal, or less than one inch of the siding reveal per design standard 3.5.3.3.
- 27) The band board delineating the second and third floors shall be 10 inches in width.
- 28) The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval, such as site lighting, light poles and mailbox kiosk.
- 29) Any changes from the Architectural Review Board approved component shall follow established procedures and may require additional public hearings.
- 30) A final Architectural Review Board inspection shall occur prior to release of the certificate of occupancy to confirm compliance with the above conditions.

Petition Number: COA2020-0001 / REZ2020-0001

Project Type:	New residential development
Property Location:	370 Thrasher Street
Tax Parcel ID:	6243 093
Petitioner:	Derrick Cheek
Petitioner's Request:	Demolition of a historic property Construction of a new 5-unit townhome development Provide PRD zoning conditions
Vicinity Map:	



Property Data Chart: 370 Thrasher Street, APN 6243 093			
Current Zoning: PRD	Requested Zoning: PRD zoning standards	Acreage: .64 acres	2040 Comprehensive Designation: Hopewell Woods
500ft Adjoining Parcels, Developments, Zoning and Uses	Estimated Lot Dimensions	Topography	
<u>North:</u> National Historic District, PRD, R100 & R60, M1; Residential: Seven, Colonel Jones Park, Historic District; Church: Hopewell Baptist Church	Note: The subject parcel is rectangular <u>Width:</u> 115 LF <u>Depth:</u> 220 LF	The parcel's high point is at the southern portion of the lot along Thrasher Street.	
<u>South:</u> PRD, Railroad, OI, R75, C1; Residential: Historic District; Office: Magnolia Station; Event Hall: A Divine Event	Building Dimensions	Elevation High: 1058ft Low: 1046ft <i>Note: the sewer invert elevation at Thrasher Street is 1053ft</i>	
<u>East:</u> R75, Railroad; Residential: Historic District	<u>Entire Building</u> Width: 54 LF Length: 119LF Height: 34 LF	Encumbrances	
<u>West:</u> National Historic District, PRD, HX, M1; Residential: Seven, Historic District & Broadstone; Church: Hopewell Baptist Church & La Luz Del Mundo		<u>Stream buffer:</u> none noted according to the plat and Gwinnett GIS <u>Easements:</u> there are none noted according to the plat and Gwinnett GIS	

Staff Note

Under the UDO Section 104-3.B rezoning applications involving the Planned Residence District (PRD) requires the first review to be by the Architectural Review Board, followed by Planning and Zoning Board, Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. As the subject parcel is within the National Historic District, the application also includes a historic demolition component for the Architectural Review Board to consider. This process is expected to run 95 days from date of filing deadline to tentative final action. Below is the schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
ARB	Hearing	Tuesday, February 18, 2020	6:00 PM	2nd Floor Conference Room
P&Z	Hearing	Wednesday, March 4, 2020	6:30 PM	Council Chambers
MC& Policy	Meeting	Monday, March 16, 2020	6:30 PM	2nd Floor Conference Room
M&C Regular	Hearing	Monday, April 6, 2020	6:30 PM	Council Chambers

City of Norcross Mayor and Council Policy Meeting for March 16, 2020 at 6:30 PM

Applicant's Request

In June 2019 the city adopted the Unified Development Ordinance and zoning map. During the adoption process, the Mayor and Council rezoned the subject property to eliminate the zoning inconsistency between the Seven development and 370 Thrasher Street by changing it from M-1 to Planned Residence District (PRD). The PRD supports a wide variety of residential, as well as some non-residential uses, based on housing types and densities as allowed in each of the Comprehensive Plan's land use character areas. The Hopewell Woods character area supports single-family attached and detached developments, up to a maximum of eight dwelling units per acre. The submitted application is for the demolition of an existing structure within the National Historic District, the adoption of zoning standards that conform with both the 2040 Comprehensive Plan and the development character along Thrasher Street and to allow for the construction of five attached townhomes.

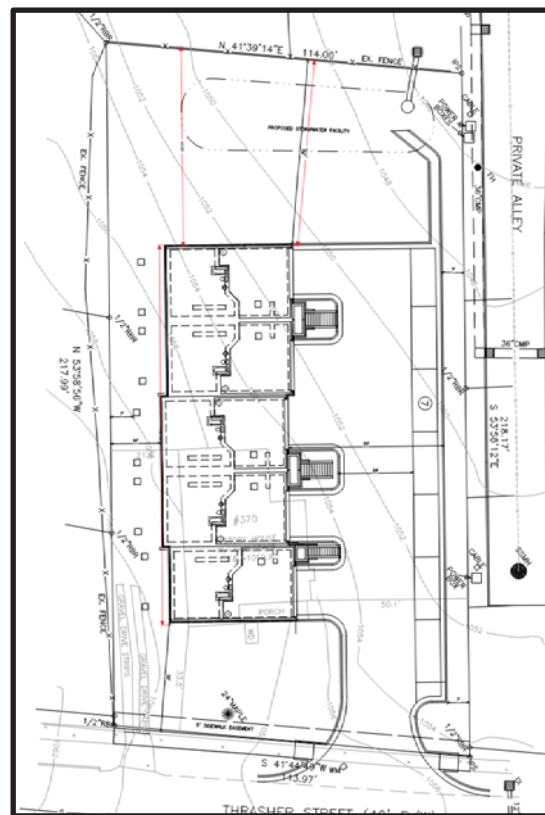
Site Description

370 Thrasher Street appears to be a remnant keystone parcel that was not included within the 2004 Norcross Seven rezoning and development plan. Situated just north of the railroad tracks and west of Holcomb Bridge Road, the subject .64-acre parcel is located within the Hopewell Woods character area. It is within a quarter mile walk from Downtown Norcross and is within the National Historic District boundaries. The rectangular lot is an estimated 115 linear feet wide by 220 linear feet deep and is accessible by foot and by vehicle along Thrasher Street. The topography slopes downward from a high of 1058ft at the southern property line at Thrasher Street to a low of 1046ft at the rear of the property abutting Clay Street. Currently the site's vehicular access is via a gravel drive located along the south by southwest property line and the existing dwelling is located immediately to the right.

Project Description

The applicant proposes to demolish the existing historic building and construct a five-unit townhome development independent of the abutting Seven community. Due to the relative narrowness of the property, the dwellings will be built deep into the lot along the south by southwestern property line. With the building oriented to match the lot depth, the typical side elevations will become the façade and rear, and the building front and rear will become the sides. Vehicular access to the lot is proposed to be along the northeast by north property line (paralleling Clay Street) which opens into a shared drive and visitor parking area. Each unit will provide a two-car garage and the site plan depicts seven parallel parking spaces. Pedestrian access to the site is currently provided by the existing Thrasher Street sidewalk and will be discussed in greater depth below.

The proposed setbacks will be a 35ft front yard, 16ft and 50ft side yards, and 59ft rear yard. The overall building dimensions are an estimated 120 feet deep by 40 feet wide and shares a hipped roof system with an 8/12 pitch. Two of the central units, identified as lots 15 and 16, will be stepped back an estimated two feet from the abutting units. It will be clad in board and batten, siding and brick. Each 24-foot-wide unit's typical façade will consist of a staircase to access the second floor entry door, a covered portico, a two car garage and appropriately scaled fenestrations on the second and third floors. Additional differentiation between the units is through the use of bump outs, shed roofs, turned gables or a Juliette balcony.



Historic Demolition

The subject parcel and building are located within the National Historic District. Available records from Gwinnett County GIS and the 2007 Historic and Architectural Survey (HaAS) indicate it was constructed as early as 1880 or as late as 1904. The HaAS indicates that the dwelling may have been moved to the location and that additions were made to the original structure. It is possible that the original date of construction was 1880 and that the possible relocation and additions were completed in 1904.

The property owner has been in conversations with several developers, real estate agents and builders, as well as the city, for possible options to redevelop the property and the correct process to follow since late 2017. Discussions have ranged from relocation of the existing building, to maintaining it and constructing additional residential units around it, to complete redevelopment. The submitted application is a request for the complete demolition and redevelopment of the building and site. The city building official inspected the building and noted *“several additions and alterations”* have been made to the original structure and that the *“overall framing is in poor to fair condition.”* As noted in a letter regarding the feasibility of relocating the building, *“Many of the rafters, floor joists and load bearing beams are insufficient because of water damage and or insect infiltration.”* Full copies of the city building official’s and the licensed general contractor’s letter are attached below in the exhibits.

Historic District Demolition Analysis

According to the Sections 104-5.8 and 307-6.F of the Unified Development Ordinance, applications for historic demolition within the National Historic District are reviewed by the Architectural Review Board and presented to the Mayor & Council for final determination. The Norcross Architectural and Site Design guidelines provide the criteria by which historic demolition permits are evaluated. The process is as follows:

- a. Determine if the subject building is considered a contributing or non-contributing building to the National Historic District:
 - i. If it is determined that the subject building is non-contributing then:
 1. The demolition of a non-contributing structure within the district is allowed under the following conditions:
 - a. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
 - b. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.
 - ii. If it is determined that the subject building is contributing then:
 1. The demolition of a contributing structure within the district is allowed under the following conditions:
 - a. It is documented to the satisfaction of the ARB that the building cannot feasibly be rehabilitated for use, which should be written by a licensed architect, engineer, or city inspector.
 - b. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
 - c. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans

First, the ARB will need to determine if the existing building is a contributing or non-contributing structure. The design standards define contributing structure as a building that,

*“Contributes to the architectural or historic significance of a historic district.
A “contributing building” in a historic district is one that may be of limited individual significance but nevertheless functions as an important component of the district.”*

In the block created by the Seven development and bound by Autry, Thrasher and West Peachtree Streets, this is the only historic building remaining. All other construction is considered non-contributing as it does not contribute to the architectural or historic significance of the historic district.

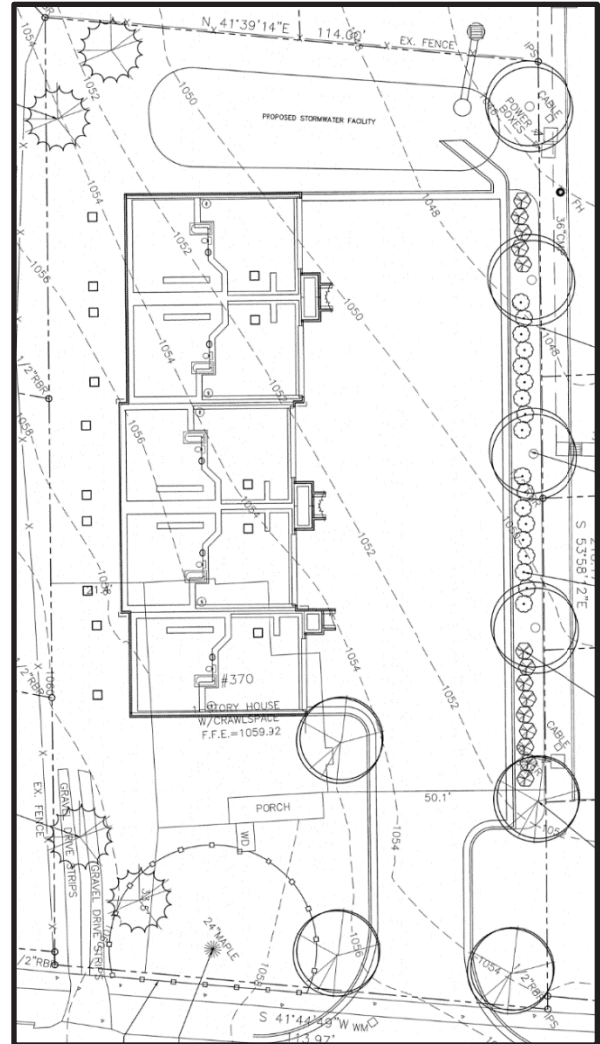
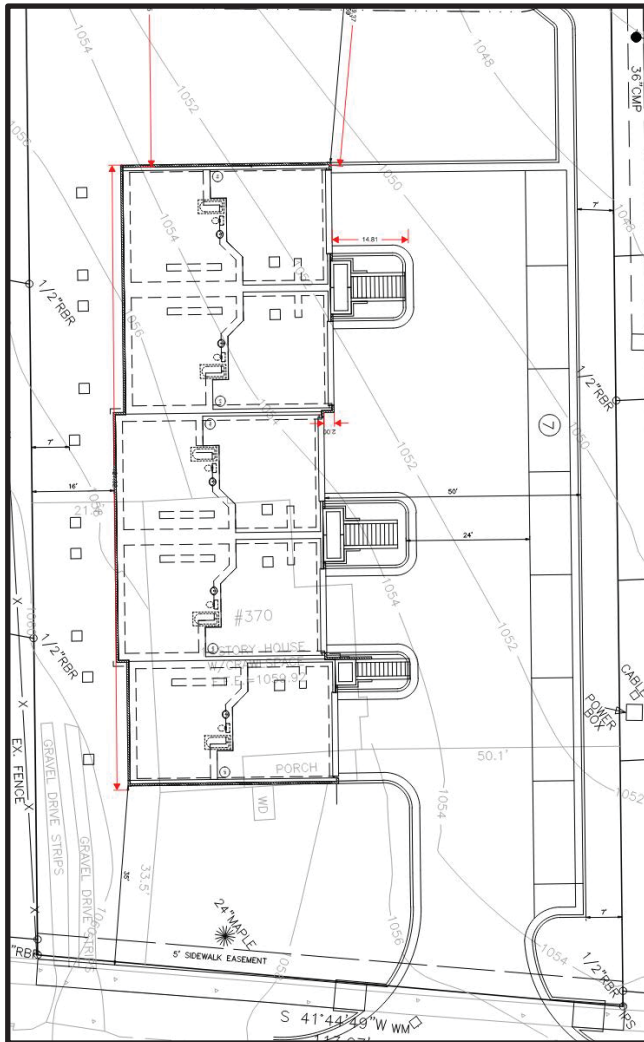
Second, the ARB will need to determine the feasibility of rehabilitating the dwelling for use. As stated in the attached letters, the structure is not a good candidate for relocation and there will be major improvement for rehabilitating the dwelling.

Third, the ARB will need to review the financial statement that finances are sufficient for the developer to construct the proposed product. See the exhibits for the developer’s financial statement.

Architectural Review

Landscape and Site Plan Analysis

The submitted concept plan, dated 12/31/2019, depicts a variety of plantings along the Clay Street side of the development and along Thrasher Street. It also calls for the preservation of the existing 24-inch maple at Thrasher Street.



TREE PLAN CALCULATIONS:

Plant Schedule								
BOTANICAL NAME	COMMON NAME	QTY	SIZE	SPACING	UNITS	TOTAL	GENUS %	REMARKS
TREES								
<i>Acer rubrum</i>	Red Maple	4	2" Cal.	Per Plan	0.30	1.2	33.3%	1, 4, 5, 6, 7, 9, 10, 11
<i>Magnolia grandiflora</i>	Southern Magnolia	4	3" Cal./14'-16" Ht.	Per Plan	0.40	1.6	33.3%	1, 4, 5, 6, 7, 8, 10, 11
<i>Quercus nuttallii</i>	Nuttall Oak	4	2" Cal.	Per Plan	0.30	1.2	33.3%	1, 4, 5, 6, 7, 10, 11
SHRUBS								
<i>Ilex cornuta</i> 'Carissa'	Carissa Holly	14	5 Gal.	48" O.C.				6, 7, 8, 10, 12
<i>Azalea</i> 'Formosa'	Formosa Azalea	15	5 Gal.	48" O.C.				6, 7, 8, 10, 12
Total Proposed Trees:		12	Total Proposed Density Units:			4.0		
Notes:								
1. Tree Selections are from the City of Norcross Tree Species List.								
2. Units shown are from Table 205-5 (2) of Article V of the Unified Development Ordinance.								
3. Shrubs shown are part of the required 5' minimum perimeter screen as per Section 205-4-D-2 of Article V of the Unified Development Ordinance.								

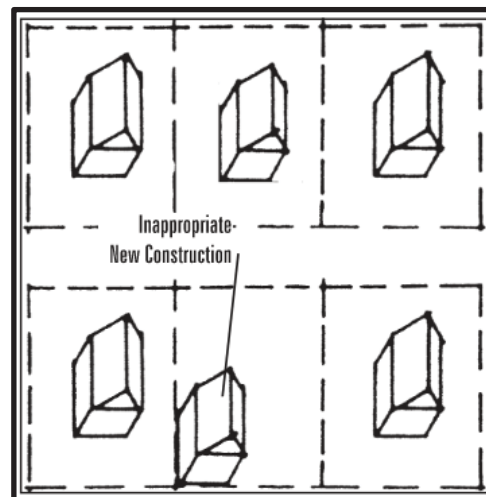
Density Calculation		
Total Property		0.57 AC
Times Required Units per Acre	x	16
		9.12 UNITS
Minus Existing Tree Units	-	5.40 UNITS
Equals Required Density Units		3.72 UNITS
Proposed Tree Units on Plans		4.00 UNITS
REQUIREMENT MET		

City of Norcross Mayor and Council Policy Meeting for March 16, 2020 at 6:30 PM

Items for Discussion:

- 1) As stated above, the building's setbacks will be: Front: 35ft, Sides 16ft and 50ft, and Rear: 59ft. While zoning setbacks are not a typical area of discussion within the purview of the Architectural Review Board, the PRD process does allow the Board the ability to address the building orientation to the street and adjacent properties. Along Thrasher Street the building setback of Seven ranges from 5ft, the buildings directly north of the subject property, to 18ft at the townhomes abutting the Broadstone development. Questions for the Board to consider are:

- i. Would it be appropriate to move the building forward toward the street with a minimum setback of 10ft and a maximum setback of 15ft from the existing right-of-way?
- ii. Note: during pre-hearing discussion, it was noted that garage doors should not be visible from the right of way. The proposed 35ft setback significantly obscures the garage doors. However, additional landscaping and a greenscreen product could minimize the garage door appearance.
- iii. Should the Board agree to pulling the building forward, a revised landscape and site plan will be required.



- 2) The applicant has agreed to grant a 5ft sidewalk easement along Thrasher Street in case the city plans to widen the existing sidewalk to match the 8ft wide sidewalk at the Broadstone development. Staff recommends that the proposed 5ft easement be a land dedication to avoid possible liability concerns for future landowners.
- 3) Staff recommends the installation of a new 5ft sidewalk that connects to the existing sidewalk network at Thrasher Street and wraps three sides of the building.
- 4) 1.4.4 The creation of usable outdoor public spaces is required. These spaces may be hard surfaced but must include seating and landscaping. Trees that provide shade are required. If the building is pulled forward, would it be appropriate to include an open space between the building rear and the detention pond?
- 5) Vehicle circulation and parking as currently presented may need to be re-worked. The parking area in front of the garages appears to be only 15ft in depth. A standard parking space depth is 17.5ft. The curbed staircase landings will need to be extended to prevent parked vehicles hanging in the drive isle. A standard parallel parking width is 10ft. It is also possible the Gwinnett County Fire Marshal will require a hammerhead or additional turn area for oversized vehicles such as fire and garbage trucks.
- 6) The applicant should discuss exterior lighting locations and mounting structures.
- 7) The applicant should discuss the mail kiosk location and design.

Elevation: Front (Left side facing)

As stated above, the façade is clad in brick and board and batten. The brick is employed on the first floor as a water table that wraps the two-car garage and the staircase that leads to the second-floor entry way. The second and third floors are exclusively clad in board and batten. Architectural features include turned gables, shed roofs, transom windows, a 10-inch band board that delineates the second and third floors and bump-outs. Window types include 2 over 2, 4 over 1 and fixed. Roof pitches include 8:12 for the primary shared hip roof, 12:12 pitch for the turned gables and 6:12 for the shed roofs and entry way porticos.

**Discussion Items:**

- 1) 3.7.3.1 Front porches, verandahs and terraces must be at least six feet deep to accommodate porch furniture as well as the passage of one person. The applicant should provide stoop dimensions and the Board should discuss the appropriateness of this design standard.
- 2) 3.6.1.3 Snap-in girds for windows are prohibited. Light divisions cannot be removable and will not be of adequate depth to convey the proper effect of muntins and mullions.
- 3) The applicant should clarify the handrail material and colors for the staircases and Juliette Balcony.
- 4) Typically, staff recommends cladding material variation between each unit and that the variation matches the rear elevation. The Board should consider if a façade clad primarily in one material is appropriate in context to the abutting Seven development.

Note: this elevation will project toward the parking area and Clay Street.

Elevation: Rear (Right side facing)

The rear elevation is clad in board and batten for the third floor, siding for the first and second floors and employs brick for the water table. The primary feature notable on this elevation is the double balconies. Similar to the façade, the second and third floors are delineated with a 10-inch band board. Windows are a uniform 1 over 1 with a single door window and transom. Window and door placements are varied from each unit.



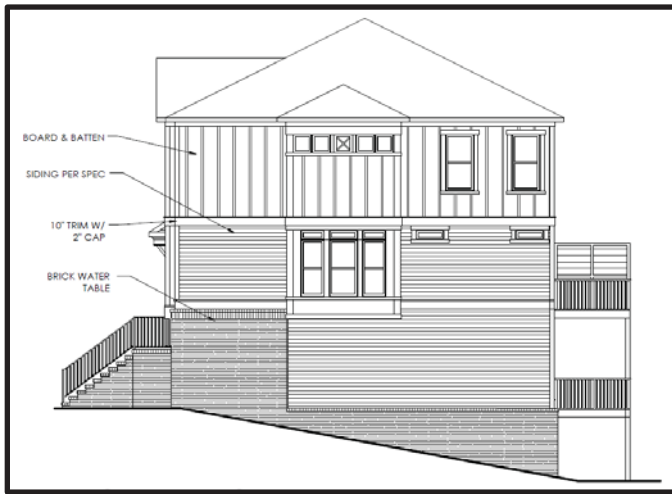
Items for discussion:

- 1) 3.7.3.1 Front porches, verandahs and terraces must be at least six feet deep to accommodate porch furniture as well as the passage of one person. The balconies appear to be 9ft in depth, but the applicant should provide the dimensions.
- 2) If the Board requires windows on the rear elevation to match the façade, then muntins and mullions will be required to convey depth on the window.
- 3) The applicant should clarify the handrail material and colors for the balconies.
- 4) The applicant should clarify the column dimensions and shape (round vs box) for the rear balconies.
- 5) The Board should consider the following regarding the rear elevation cladding:
 - a. This elevation will project directly into the Seven development from Redwine Street.
 - b. Typically, staff recommends cladding material variation between each unit and that the variation matches the façade and rear elevations.
 - c. The proposed cladding plan may be sufficient to draw a distinction from the Seven development.
- 6) If the Board finds that a 5ft sidewalk that wraps three sides of the building is appropriate from the landscape and site discussion, would a staircase from the first-floor balcony be appropriate?

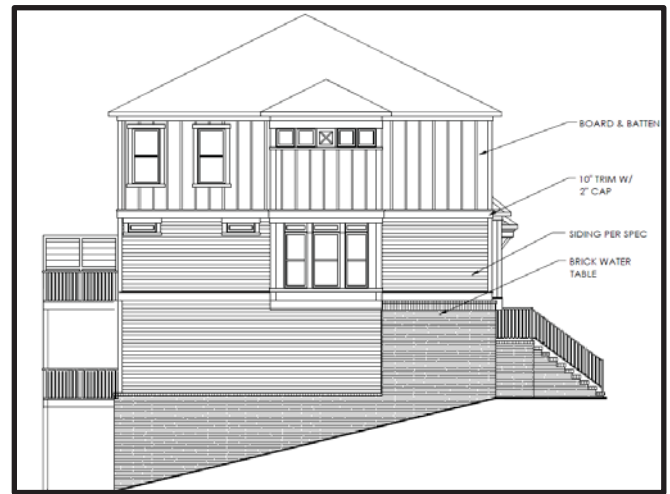
Note: the topography depicted with the rear elevation may not reflect actual site conditions.

Elevations: Left/Right Sides (Façade/Rear)

The side elevations are clad in brick, siding and board and batten and employ fixed and 1 over 1 windows. The right side will project toward the rear of the property where the on-site detention pond is located.



Right Elevation (Rear)

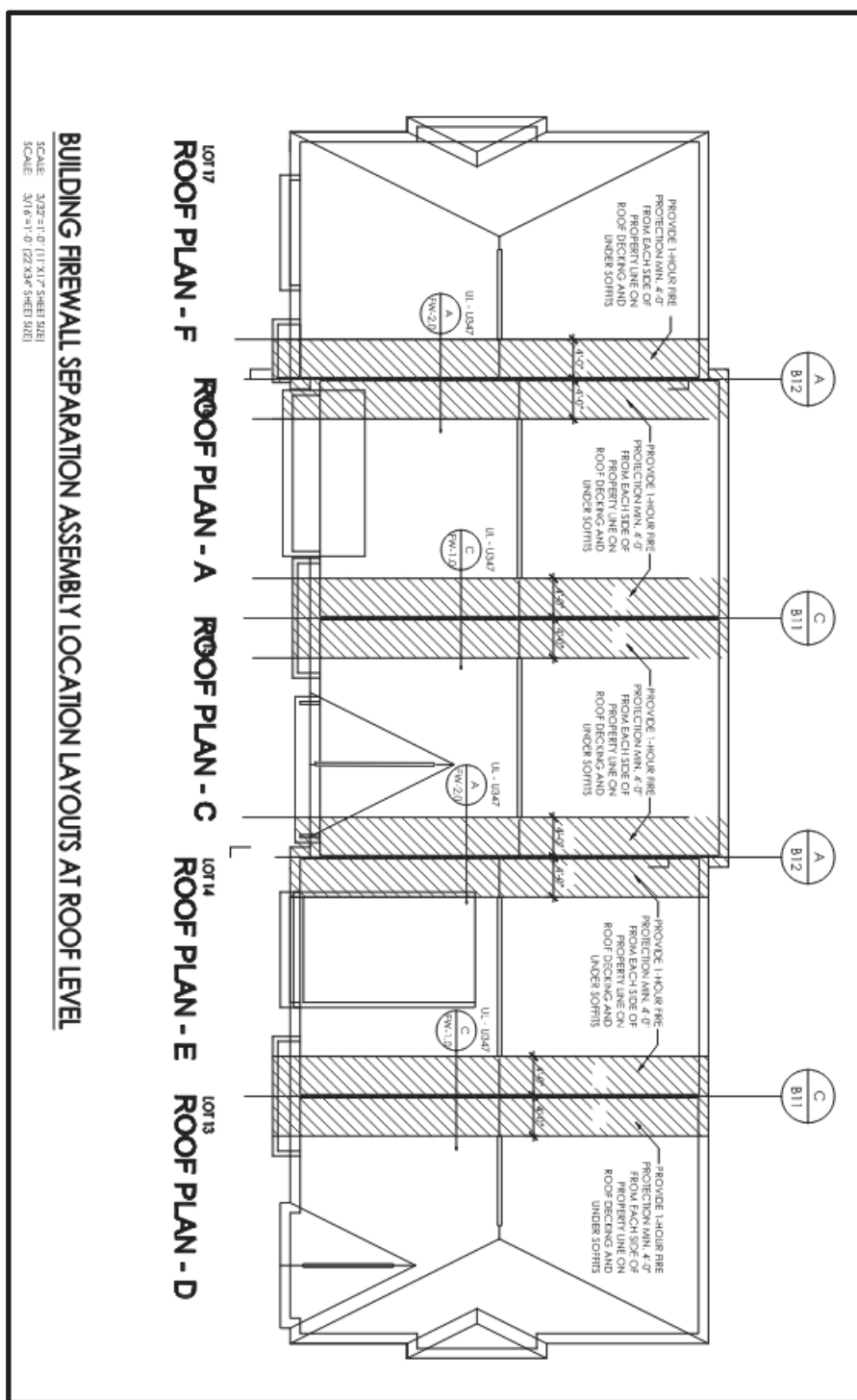


Left Elevation (Front)

Note: The left elevation will project toward Thrasher Street.

Items for discussion:

- 1) Would it be appropriate to extend the brick water table along the first floor?
- 2) 3.5.1.2 Blank façades of twenty feet or more shall contain a combination of architectural treatments, windows, and doors. Would it be appropriate to require the installation of faux windows along the first floor on both elevations?



Colors and Materials

**CERTIFICATE OF APPROPRIATENESS APPLICATION**

(If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.)

ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM*Façade and sides*

Component	Color (Include manufacturer's ID)	Material
Primary Façade: First Floor	6" / 8" Hardi	SW7008
Primary Façade: Second Floor	Hardi	SW7008
Primary Façade: Third Floor	Hardi Board Batten	SW7008
Left Side: First Floor	Board Batten Brick	SW7008
Left Side: Second Floor	Board Batten	SW7008
Left Side: Third Floor	Board Batten	SW7008
Left Side: Basement	Brick	SW7008
Right Side: First Floor	Board Batten	SW7008
Right Side: Second Floor	Board Batten	SW7008
Right Side: Third Floor	Board Batten	SW7008
Right Side: Basement	Brick	SW7008
Rear: First Floor	Brick	SW7008
Rear: Second Floor	Board Batten	SW7008
Rear: Third Floor	Board Batten	SW7008
Rear: Basement	Brick	SW7008

DEADLINE AND HEARING SCHEDULE

The process for obtaining a COA from the ARB are as follows: 1) applications submitted on the 3rd Tuesday of each month 2) will be heard before the Architectural Review Board on the 3rd Tuesday of the following month.

1: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

2: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

(THE APPLICANT OR APPLICANT'S AGENT MUST ATTEND ALL MEETINGS REGARDING THE APPLICATION)

Colors and Materials**CERTIFICATE OF APPROPRIATENESS APPLICATION**

(If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.)

COLOR AND MATERIAL PLACEMENT ADDENDUM*Exterior Components*

Component	Color (Include manufacturer's ID)	Material
Masonry	Painted Alabaster	SW7008
Garage Doors	Carriage Style	SW7002 Black Fox
Trim	6" and 10" Hardi.	SW7008
Mortar	Standard Type N	Buff AS
Gutters	6" Metal	SW7008
Corner Board	6" Hardi.	SW7008
Railings	metal	Black Fox SW7020
Windows	wood	SW7002 Black Fox
Window Sills	wood	SW7002
Window Muntin/Mullion	wood	SW7002
Columns		
Other Architectural Features	Cedar Decks/Handrails	
Other Architectural Features	Roofing Arch Shingles	Weath Wood

DEADLINE AND HEARING SCHEDULE

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1: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

2: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

(THE APPLICANT OR APPLICANT'S AGENT MUST ATTEND ALL MEETINGS REGARDING THE APPLICATION)

Recommendations

The Architectural Review Board considered both the historic demolition and architectural design components of the submitted application. Below you will find the Board's recommendations:

Historic Demolition:

The Architectural Review Board recommended the following:

- 1) The existing building is considered a non-contributing structure to the historic district
- 2) The existing building is approved for demolition of the building with the following conditions:
 - a) The applicant shall offer the house to the community at large to be relocated for a period of not less than one month prior to demolition.
 - b) The applicant shall recycle as many viable parts of the house and provide documentation of where or who recycled them, if the structure is not relocated from the property.
 - c) The applicant shall advertise on social media the availability of any parts of the house for reuse or recycling. The contractor will determine the fees and items for each part based on labor and liability costs. Final available picking timeframe shall be in effect for 30 days should the Mayor and Council approve COA2020-0001 / REZ2020-0001.

Architectural Review:

The Architectural Review Board recommended approval of the proposed site and elevation component of the application with the following conditions:

- 1) The applicant shall install a sidewalk on the property to tie into the existing city sidewalk network. The final location shall be determined by staff.
- 2) The applicant shall provide a usable outdoor public space. It may be hard surfaced, but must include seating, landscaping and trees that provide shade.
- 3) The parking area in front of the garages shall be minimum of 17.5ft in depth.
- 4) The stoop dimensions shall be 5ft x 6ft.
- 5) The steps leading to the front doors shall be brick.
- 6) The design standard 3.6.1.3 requirement for mutins to be of adequate depth to convey the proper effect of muntins and mullions shall apply to all elevations.

City of Norcross Mayor and Council Policy Meeting for March 16, 2020 at 6:30 PM

- 7) Black metal railings on front and rear elevations.
- 8) Façade cladding materials are approved as submitted from the 2/25/2020 revision, which are:
 - 1) Lot 17: 3rd floor board and baton, 2nd floor brick, 1st floor brick
 - 2) Lot 16: 3rd floor siding, 2nd floor board and baton, 1st floor brick
 - 3) Lot 15: 3rd floor board and baton, 2nd floor board and baton, 1st floor brick
 - 4) Lot 14: 3rd floor siding, 2nd board and baton, 1st floor brick
 - 5) Lot 13: 3rd floor board and baton, 2nd floor brick 1st floor brick
- 9) The rear cladding material that faces toward Redwine Street, shall match the cladding material variation as called out in condition number eight above.
- 10) Lot 13, facing Gaines Street, shall be brick on first and second floor with windows similarly placed as the Thrasher Street elevation.
- 11) Wood shall be placed between windows at cantilevered sections.
- 12) Weathered Wood shall be employed on the primary roofing.
- 13) Side elevations shall have hip roofs as depicted in the original submission.
- 14) Metal shed roofs shall be bronze in color.
- 15) Judges paneling shall match the muntins and sashes in color.
- 16) The balconies that project toward Redwine Street shall be a minimum of 6ft in depth.
- 17) The applicant shall use 10-inch boxed columns for the elevation that projects toward Redwine Street.
- 18) The applicant shall extend the brick water table along the first floor and second floors for the elevations that projects toward Thrasher Street.
- 19) The applicant shall include two faux windows within the first floor brick work which employs a herring bone pattern.
- 20) The applicant shall install faux or real windows along the first floor for the elevations that project toward Gaines Street.
- 21) No two similar garage doors shall be side by side to show variation from dwelling unit to dwelling unit,
- 22) The color pallet submitted at the 2/25/2020 special called meeting shall be the approved color pallet for the townhome development.
- 23) The HVAC equipment shall be appropriately screened from view;
- 24) It is acknowledged that the Gwinnett County Fire Marshal may require modification to the site for oversized vehicles such as fire and garbage trucks.
- 25) The reveal (exposed portion) of siding shall be a minimum of four inches and shall not exceed six (6) inches per design standard 3.5.3.2.
- 26) Corner boards shall have the same width and depth as the siding reveal, and are not permitted to be greater than two inches of the siding reveal, or less than one inch of the siding reveal per design standard 3.5.3.3.

- 27)The band board delineating the second and third floors shall be 10 inches in width.
- 28)The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval, such as site lighting, light poles and mailbox kiosk.
- 29)Any changes from the Architectural Review Board approved component shall follow established procedures and may require additional public hearings.
- 30)A final Architectural Review Board inspection shall occur prior to release of the certificate of occupancy to confirm compliance with the above conditions.

ZONING ANALYSIS

Current Zoning

As mentioned above, the property was zoned to Planned Residence District (PRD) from M1, Light Industry, in June 2019, as a cleanup of abutting non-compatible uses. While no specific zoning or development standards were adopted to address setbacks, parking, site improvements or define specifically allowable uses, this did allow existing residents and potential developers know that the City intended uses that conformed with the 2040 Comprehensive Plan.

Zoning Request

The applicant is requesting townhome usage on the subject parcel with the following setbacks: a 35ft front yard, 16ft and 50ft side yards, 59ft rear yard and a maximum height of 34ft. Looking at the development pattern within the area of influence, the existing Norcross Seven development along Thrasher Street, front yard setbacks range from 5ft at the northern abutting property line to 18ft abutting the Broadstone development. In order to maintain the established building orientation it would be appropriate to require a minimum setback of 10ft and a maximum setback of 15ft from the existing right-of-way. The 34ft building height is appropriate to the area of influence. While the applicant has depicted fairly large side and rear yard setbacks, staff suggests 0ft along the south by southwest property line and 0ft along the north by northeast property line and 0ft along the rear of the property to accommodate parking layout requirements.

Parking requirements are governed by Section 203-9, Residential Parking. Townhomes are required to provide two parking spaces per unit, plus 1 additional space for every four units. Under this code the site is required to provide a total of 12 parking spaces. The applicant is proposing a total of 25 parking spaces, ten provided in the 2-car garages, 10 at the parking pads in front of the garage and an additional 5 along the north by northeast property line. Parking space dimensions are in Section 203-4. To prevent portions of vehicles projecting into the drive isle, it is recommended that these parking pads be at least 17.5ft in depth. Final parking site layout may need approval by the Gwinnett County Fire Marshal.

Additional site improvement are required, when feasible, under the adopted Norcross Site and Design Standards. In particular, the creation of an open space amenity for the development that includes seating sufficient to support the residents of the future development, landscaping and trees that provide shade would be appropriate if the building is pulled toward Thrasher Street as recommended above. It could be located at the rear of the building.

Finally, the PRD allows for a variety of residential and non-residential uses. The applicant is specifically requesting townhomes usage on the subject parcel.

2040 Comprehensive Plan Analysis

The 2040 Comprehensive Plan, the comp plan, is a document that reflects the wishes of the community as acknowledged and adopted by the Mayor and Council. The comp plan contains four sections to determine the appropriateness of a zoning action. Those sections are: A) Table 2.4 a matrix that depicts land uses by character area, B) specific visions for each of the thirteen-character areas, C) the overarching policy goals for the city and D) Land use definitions. The subject parcel falls within Character Area 5, Hopewell Woods.

A. Land Uses by Character Area

Taken from the matrix, the following uses are either specifically detailed in the character area description or considered appropriate according to the matrix:

- Low Density Residential
- Medium Density Residential
- Planned residential community (mixed housing types allowed)
- Skilled Nursing Facilities (no rehab)
- Neighborhood level commercial, studio or office (<5,000 sf)
- Mixed-use (vertical)
- Places of assembly
- Transportation, Communication, Utilities
- Parks and Recreation

B. Character Area Vision

- Residential areas have a traditional neighborhood design
- A mix of housing types accommodate varied incomes and life stages (young singles, families, empty-nesters, etc.)
- High-end infill development provides housing options for working professionals
- Townhomes and other medium-density housing types create a transition from single-family neighborhoods

C. Policy Goals

- Policy 1-3: Support opportunities for infill development that reflects the neighborhood character.
- Policy 1-4: Encourage mixed-use development and pedestrian-oriented design standards.
- Policy 1-5: Encourage greenspace in all new development.
- Policy 1-8: Add value to our community through landscaping, lighting, signage, underground utilities, and building design.

- Policy 1-11: Preserve and complement the traditional historic, architectural and landscape character of the Downtown core and surrounding neighborhoods, while guiding reasonable growth.
- Policy 2-3: Promote walkable, bicycle friendly, safe neighborhoods.
- Policy 3-5: Encourage parking to be located behind and to the side of buildings.
- Policy 3-7: Create pedestrian-friendly streetscapes through public investment, zoning regulations and design guidelines.
- Policy 4-4: Accommodate new development while enhancing existing local assets.
- Policy 5-4: Encourage residential development downtown to activate and diversify the area.

D. Land Use Definition

Medium Density Residential - land occupied by residential uses and customary accessory uses at a density up to and including 8 dwelling units per acre.

Standards Governing the Exercise of Zoning Power

According to Section 103-11, the criteria by which a zoning action can be approved or denied are as follows:

1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties?

The request is for a five-unit single-family attached townhome development under the City's Planned Residence District (PRD) concept. The subject parcel is a remnant parcel that was not included in the initial 2004 Seven Norcross development. The requested development standards are appropriate to the Hopewell Woods character area according to the 2040 Comprehensive Plan and compatible with the area of influence along Thrasher Street.

2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

The applicant is requesting development standards for the existing Planned Residence District (PRD) for a single-family attached townhome concept similarly found within the area of influence. The area most likely will be built out within the next 2 to 4 years, depending on the strength of the economy. If approved, this will complement the existing residential developments.

3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The subject site is currently occupied by a detached single family residential dwelling that is in a structurally declining state. Based on the city building official's report, it is likely that rehabilitation costs will exceed the value of the current dwelling. Also, there are no adopt zoning standards on the site to guide any redevelopment activity, such as a new single-family residential dwelling.

4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

If the proposed development was at full vehicle capacity of 25 vehicles per day, it would not cause excessive or burdensome use of the existing streets, transportation facilities, utilities or schools beyond their current design capacities.

5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan?

The subject site is located in the Hopewell Woods character area, which is intended to be a medium density, a maximum of 8 units per acre, residentially oriented component of the City's housing stock.

6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

Aside from the declining condition of the existing historic housing unit, there are no other known conditions affecting the use of the property. Based on the character of development in the area of influence it appears that the applicant's proposed residential development will be the final component of development in the Seven Norcross area.

Conclusion

The submitted application specifically meets the comprehensive plan expectations as noted by the italicized goals in Sections A & B; it meets all of the presented policy goals in Section C and it meets the land use definition of 8 units per acre on the .64 acre lot with the proposed 5 dwelling units. It also conforms with the adopted zoning criteria.

Recommendation

Staff recommends approval of the zoning component of COA2020-0001 and REZ2020-0001, the adoption of zoning standards under the existing Planned Residence District (PRD) for the property located at 370 Thrasher Street, tax parcel 6243 093, with the following conditions:

- 1) The PRD zoning designation shall be restricted to only townhome primary uses and allowable home occupations as accessory uses;
- 2) In conformance with the adopted 2040 Comprehensive Plan, the development is limited to a maximum of 5 townhome dwelling units; or 1 unit per .128 acres.
- 3) To accommodate potential building orientation concerns the setbacks and building height for the parcel shall be:

Yard	Front, minimum	Front, maximum	Side, south	Side, north	Rear
Distance	10ft	15ft	0ft	0ft	0ft
Maximum height: 35ft defined in Article II, Section 102					

- 4) The applicant shall replace the existing Thrasher sidewalk with a new 4ft wide sidewalk and dedicate another 4ft for future expansion of the sidewalk.
- 5) The applicant shall install a new sidewalk, preferable 5ft in width, that connects to the existing sidewalk network at Thrasher Street and wraps three sides of the building.
- 6) It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks.
- 7) No allowable encroachments as defined under Section 206-8.B and no administrative variances as defined under 104-7.A shall be allowed;
- 8) The development shall comply with Norcross UDO Sections 203-89 parking minimums for townhomes and multifamily dwelling developments;
- 9) The development shall comply with the Architectural Review Board's conditions of approval;
- 10) The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report.
- 11) All common areas, including but not limited to streets and storm water systems, shall be maintained by a mandatory homeowner association;
- 12) The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
- 13) Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional.
- 14) All utilities shall be buried.
- 15) The parking area in front of the garages shall be minimum of 17.5ft in depth.

EXHIBIT A

CITY OF NORCROSS HISTORIC DISTRICT DEMOLITION PERMIT APPLICATION

INITIATION INFORMATION

Permit No.: _____ Permit Issue Date: _____ Zoning PRD Development No.: _____
 COA No.: 20-0001 Power Co.: City Water & Sewer Services County
 Application submission date: 1/2/20 Proposed demolition date (mm/dd/yyyy): _____

CURRENT PROPERTY OWNER INFORMATION

Property Owner Name: David J. Kelly
 Property Owner Address: 370 Thrasher Street
 Phone: 4/384-3126 Fax: _____ Email: 2DavidKelly@gmail.com
 Cell phone: 7

APPLICANT INFORMATION

Applicant (Company) Name: Derrick Cheek
 Applicant Contact Name: _____
 Applicant Address: 6133 Forest Hills Pl. Norcross GA 30092
 Phone: 7-616-6329 Fax: _____ Email: rickcheek@comcast.net
 Cell phone: _____

DEMOLITION CONTRACTOR INFORMATION

General Contractor (Company) Name: Site Development Group
 Contact Name: Rick Cheek
 Address: 6133 Forest Hills Place
 Phone: 7-616-6329 Fax: _____ Email: rickcheek@comcast.net
 Cell phone: _____

BUILDING INFORMATION

Property Address: 370 Thrasher St.
 Tax Parcel Number (s): 30171-148 Common name of property: _____
 Nearest Cross Street or Intersection: Autry Street
 This structure was built in (year): Late 1880's
 This structure is characteristic of what architectural style: _____
 Property Setbacks Lines: Left: 20' Right: 40' Front: 35' Back: 30' Lot Width: 115' Lot Depth: 215'
 Building Width: 44' Building Depth: 45' Building Height: 24' No. of Stories: 1 No. of Rooms: 6
 Is the sq. ft. in excess of 500 sq. ft.? Yes ☒ No _____. If yes, what is the total enclosed square footage: 1350
 Is this structure's occupancy RESIDENTIAL ☒ or COMMERCIAL _____?

ARCHITECTURAL INFORMATION

Would you like to request an inspection by the City of Norcross Building Official to confirm if this building, structure or part thereof is deemed an immediate threat to public health or safety, per section 103-191 (c) (8)? Yes ____ No ☒.

Provide a brief description of the materials, configuration and use of the existing structure. If additional space is required, use a separate sheet of paper and label it attachment "A": All wood frame and construction

Provide a brief explanation of why the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "B": House is run down and beyond repair.

Provide a brief description of the proposed reuse, reconstruction or replacement of the existing building. If additional space is required, use a separate sheet of paper and label it attachment "C" (This can be supplemented by the Architectural Review Board application): 5 unit 3 story townhomes

ABUTTING PROPERTY INFORMATION

Provide the names and addresses of all property owners abutting the property on which the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "E":

- 1) Abutting Property Owner Name: _____
 Property Owner Address: _____
 Phone: _____ Fax: _____ Email: _____

- 2) Abutting Property Owner Name: _____
 Property Owner Address: _____
 Phone: _____ Fax: _____ Email: _____
- 3) Abutting Property Owner Name: _____
 Property Owner Address: _____
 Phone: _____ Fax: _____ Email: _____
- 4) Abutting Property Owner Name: _____
 Property Owner Address: _____
 Phone: _____ Fax: _____ Email: _____
- 5) Abutting Property Owner Name: _____
 Property Owner Address: _____
 Phone: _____ Fax: _____ Email: _____

OFFICIAL USE ONLY

THE FOLLOWING NOTIFICATIONS MUST OCCUR WITHIN 7 DAYS OF SUBMISSION

U.S. Mail certified return receipt mailing date: _____ on site public notification date: _____

Official legal organ publication date: _____

THE ARCHITECTURAL REVIEW BOARD MUST PRECEDE THE MAYOR AND COUNCIL MEETING. THE MAYOR AND COUNCIL MUST HEAR THIS APPLICATION WITHIN 90 DAYS OF SUBMISSION.

Architectural Review Board meeting date: _____ Mayor and Council hearing date: _____

THE FOLLOWING FEES MUST BE PAID PRIOR TO ISSUANCE OF THE DEMOLITION PERMIT.

Cash bond in the amount of \$1000.00 submitted? Yes _____ No _____ Cash bond receipt No.: _____

THE FOLLOWING FEES ARE TO BE DETERMINED BY THE MAYOR AND COUNCIL. ONCE DETERMINED, ALL FEES MUST BE PAID PRIOR TO ISSUANCE OF THE DEMOLITION PERMIT.

Permit Fee: \$ _____ CC Fee: \$ _____ ARB Fee: \$500 _____ Public Hearing Fee: _____

Section 103-191 (e) (8) inspection fee: _____ Receipt No. _____

SIGNATURE PAGE**Please read and initial**

DL Application is hereby made according to the laws and ordinances of the City of Norcross for a permit to demolish a building, structure or part thereof located within the National Historic District as described herein or shown on accompanying plan and specification, to be located as shown on accompanying plat plan and if same is granted, agree to conform to all laws and ordinances regulating same. Demolition will be started no later than six months from date of permit issue. Personally appeared the above named applicant, who under oath says that he/she is the applicant for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Derrick Cheek

Applicant's Name (please print clearly)

Derrick Cheek

Applicant's Signature and Current Date

Before me, the undersigned notary public, this day, personally, appeared Derrick Cheek to me known, who being duly sworn according to law, deposes the following:

Subscribed and sworn to before me this 2 day of January, 2020.

Jessica L. Mueller
Notary Public

Derrick DAVID K. Kelly

Current Property Owner's Name (please print clearly)

David Kelly
Derrick Cheek

Current Property Owner's Signature and Current Date

Before me, the undersigned notary public, this day, personally, Appeared David Kelly to me known, who being duly sworn according to law, deposes the following:

Subscribed and sworn to before me this 2 day of January, 2020.

Jessica L. Mueller
Notary Public

This Document ☒ was / ☐ was not signed in the presence of

Jessica L. Mueller

City of Norcross Personnel

1/2/20

Date

6058 Clay St Ehrlich Seth Ehrlich Teresa
 6048 Clay St ~~Rondak~~ Rondak Russell/Rondak Jamel
 6038 Clay St Reece Russell Reece Frances
 6028 Clay St Bradley Steven
 6056 Ganesst - United Family Homes LLC 8740 Colonial Pl Johns Creek 30097
 6076 Ganesst United Family Homes LLC see above
 6096 Ganesst - United Family Homes LLC see above
 5894 Redune - United Family Homes LLC see above

What is the status of the parcel between 5865 Redune & 370 Thrasher?

420 S. Peachtree Magic Moments Holding LLC 2825 Pacific Dr Ste C
 Norcross, GA 30071

O. S. Peachtree Hobbs, Margaret Joe et al
 3913 Paces Ferry Dr SE
 Atlanta, GA 30339



CERTIFICATE OF APPROPRIATENESS APPLICATION

(If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.)

PROPERTY OWNER'S INFORMATION

Owner's Name: David J. Kelly
 Owner's Address: 370 Thrasher
 Suite: _____ City: Norcross State: GA Zip Code: 30071
 Phone: _____ Cell Phone: _____ Email: _____

APPLICANT'S CONTACT INFORMATION

Owner's Name: Derrick Cheek
 Owner's Address: 6133 Forest Hills Pl.
 Suite: _____ City: Peachtree Corners State: GA Zip Code: 30092
 Phone: _____ Cell Phone: 7-616-6329 Email: derrickcheek@comcast.net

PROPERTY LOCATION

Tax Parcel Number(s): 30171-148 Size in Acres: .58
 Address(es): 370 Thrasher street
 Number of existing structures: 1

DESCRIPTION OF PROJECT

Project Type ☒ Residential ☐ Commercial ☐ Industrial ☐ Other project.
 Briefly, yet accurately, describe all new construction, alterations, repairs or other changes to the exterior appearance or site for the property under consideration. Use additional pages as needed. 5 unit Townhomes

STATEMENT

Has this property been before the Mayor and Council, Downtown Development Authority, Architectural Review Board, Board of Appeals or Board of Planning and Zoning within the last 24 months? Yes ☒ No ☐
 If yes, please list the board and reference number: _____

REQUIRED ATTACHMENTS

☒ Landscape Plan (copies: 1 full size) ☐ An electronic version (pdf) ☒ Vicinity Map ☒ Legal description
☐ Material and Color Samples (x2) ☐ Architectural elevations (1 full size) ☐ Floor plans for each level (1 full size)
☐ Scaled site plan showing existing and proposed improvements. (1 full size) ☐ Completed Application

OWNER'S SIGNATURE

See attached affidavit
 Signature _____

_____ Date

CITY USE ONLY. DO NOT WRITE IN THIS BOX.

Date received: _____ Receipt Number: _____ Application Number: _____ Fee Paid \$ _____

DEADLINE AND HEARING SCHEDULE

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2: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

(THE APPLICANT OR APPLICANT'S AGENT MUST ATTEND ALL MEETINGS REGARDING THE APPLICATION)



CERTIFICATE OF APPROPRIATENESS APPLICATION

(If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.)

Foundation Type: (Circle One)		
☒ Slab	☐ Crawl Space	☐ Basement
Building Dimensions:		
Width: 54'	Length: 119'	Height:* 34'
Area Dimensions:		
First Floor: 4450	Second Floor: 4125	Third Floor: 4050
Basement**:	Front Porch: 125	Rear Porch: 2685
Patio: 640	Garage: 2135	
Primary Roof System: (Circle One)		
☒ Gable	☒ Hip	☐ Gambrel
☐ Mansard	☐ Jerkinhead	☐ Flat
☐ Saltbox	☐ Shed	☐ Other:
Roof Pitches:		
Primary Roof Pitch: 8/1		
Secondary Roof Pitch: 12/1		
Additional Roof Pitch: 6/1		
Floor and Elevation Plan information to be included on each page:		
Street Address and Lot Number	Scale with scale bar	Scaled measurement for each floor level and building elevation
Site and Landscape Plan information to be included on each page:		
Scale with scale bar and North Arrow	Building and driveway foot print	HVAC and utility equipment
Location and type of plantings	List of planting materials	
*Height of building means the vertical distance measured from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch.		
**Dwellings with a basement and a third story must submit a grade plan elevation to determine if the residential building has a fourth floor.		

DEADLINE AND HEARING SCHEDULE

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1: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

2: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

(THE APPLICANT OR APPLICANT'S AGENT MUST ATTEND ALL MEETINGS REGARDING THE APPLICATION)



CERTIFICATE OF APPROPRIATENESS APPLICATION

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ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM

Façade and sides

Component	Color (Include manufacturer's ID)	Material
Primary Façade: First Floor	6" / 8" Hardi	SW7008
Primary Façade: Second Floor	Hardi	SW7008
Primary Façade: Third Floor	Hardi Board Batten	SW7008
Left Side: First Floor	Board Batten Brick	SW7008
Left Side: Second Floor	Board Batten	SW7008
Left Side: Third Floor	Board Batten	SW7008
Left Side: Basement	Brick	SW7008
Right Side: First Floor	Board Batten	SW7008
Right Side: Second Floor	Board Batten	SW7008
Right Side: Third Floor	Board Batten	SW7008
Right Side: Basement	Brick	SW7008
Rear: First Floor	Brick	SW7008
Rear: Second Floor	Board Batten	SW7008
Rear: Third Floor	Board Batten	SW7008
Rear: Basement	Brick	SW7008

DEADLINE AND HEARING SCHEDULE

The process for obtaining a COA from the ARB are as follows: 1) applications submitted on the 3rd Tuesday of each month 2) will be heard before the Architectural Review Board on the 3rd Tuesday of the following month.

1: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

2: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

(THE APPLICANT OR APPLICANT'S AGENT MUST ATTEND ALL MEETINGS REGARDING THE APPLICATION)



CERTIFICATE OF APPROPRIATENESS APPLICATION

(If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.)

COLOR AND MATERIAL PLACEMENT ADDENDUM

Exterior Components

Component	Color (Include manufacturer's ID)	Material
Masonry	Painted Alabaster	SW7008
Garage Doors	Carriage Style	SW7002 Black Fox
Trim	6" and 10" Hardi	SW7008
Mortar	Standard Type N	Buff AS
Gutters	6" Metal	SW7008
Corner Board	6" Hardi	SW7008
Railings	Metal	Black Fox SW7020
Windows	Wood	SW7002 Black Fox
Window Sills	Wood	SW7002
Window Muntin/Mullion	Wood	SW7002
Columns		
Other Architectural Features	Cedar Decks / Handrails	
Other Architectural Features	Roofing Arch Shingles	Weath Wood

DEADLINE AND HEARING SCHEDULE

The process for obtaining a COA from the ARB are as follows: 1) applications submitted on the 3rd Tuesday of each month 2) will be heard before the Architectural Review Board on the 3rd Tuesday of the following month.

1: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

2: Submit on Tuesday, _____, and be heard before the ARB on Tuesday, _____.

(THE APPLICANT OR APPLICANT'S AGENT MUST ATTEND ALL MEETINGS REGARDING THE APPLICATION)



Ownership Affidavit & Designation of Agent

I. Ownership.

I, DAVID R. Kelly, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 30171-148

Location address: 370 Thrasher ST.
NORCROSS, GA 30071

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of:

PATRICIA H. Kelly

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☒ **Individual**

☐ **Corporation/Limited Liability Company (LLC)**

☐ **Partnership**

☐ **Government Entity**

Provide Names of Officers/Members:

Provide Names of General Partners:

Secretary of State Registration Number: - NA -

Name/Address of Registered Agent: - NA -

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief. (Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: Derrick Check

Address: 6133 Forest Hills PL. Norcross GA 30092

Contact Person: Rick Check

Telephone No.: 7-616-6329

III. Notice to Owner.

- A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.
- B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

- NA -

IV. Acknowledgement.

• Individual

David J Kelly
Signature

Print Name: David J. Kelly
Address: 370 Thrasher St
Norcross, GA 30071
Phone #: 404-384-3121

• Government Entity

Print Government Name _____

By: _____
Signature

Print Name: _____
Title: _____
Department: _____

• Corporation/LLC

Print Corporation/LLC Name _____

By: _____
Signature

Print Name: _____
Its: _____
Address: _____
Phone #: _____

• Partnership

Print Partnership Name _____

By: _____
Signature

Print Name: _____
Its: _____
Address: _____
Phone #: _____

NOTARY INFORMATION (Please use appropriate block.):

STATE OF GEORGIA

COUNTY OF Gwinnett

• Individual

Before me, this 2 day of 2020, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Government Entity

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Corporation/LLC

Before me, this _____ day of _____, 20____, personally appeared _____ of _____, a _____ corporation/ (State) LLC, on behalf of the corporation/LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

Before me, this _____ day of _____, 20____, Of _____, personally appeared _____ partner/agent on behalf of _____, a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

NOTARY STAMP:

Signature of Notary

Jessica L. Mueller
Print Notary Name

My commission expires: March 6, 2020

Identification Method: ☐ Personally known.
☒ Produced R.D. - Type: D. License



REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:

DAVID J. Kelly

Owner's Address:

370 Thrasher St.

City:

Norcross

State:

GA

Zip Code:

30071

Phone:

Cell Phone:

772-0287

Email:

2DavidKelly@Gmail.com

APPLICANT'S CONTACT INFORMATION

Applicant's Name:

Derrick Cheek

Applicant's Address:

6133 Forest Hills Pl.

Suite:

City:

Norcross

State:

GA

Zip Code:

30092

Phone:

Cell Phone:

7-616-6329

Email:

derrickcheek@comcast.net

PROPERTY LOCATION

Tax Parcel Number(s):

30171-148

Size in acres:

.58

Address(es):

370 Thrasher Street

Number of existing structures:

1

Number of parking spaces:

2

PROPOSED USE

Current Zoning:

PRD

Requested Zoning:

confirm concept

Date of Pre-Application Mtg:

1-2-20

Is the request in conformity with the Current Land Use Plan?

☒ Yes

☐ No

Comp Plan Designation:

If No, Comp Plan Amendment is required

Is this site located in the National/Local Historic District?

☒ Yes

☐ No

If yes, what are the plans for the historic resources, if any, onsite

Demo

Primary Contact = David Kelly

Proposed Use Details:

Single townhome development

ITEMS THAT MUST ACCOMPANY APPLICATION

- A. **Owner's Signature or Affidavit** - If the owner and applicant are not the same, the owner must sign the application or complete the attached affidavit.
- B. **Plat/Survey** – Submit one (1) full size, one (1) 11 x 17 and one (1) digital copy of a plat in JPG or PDF format, drawn by an engineer or land surveyor, describing in detail the tract, parcel or lot of land proposed to be rezoned. The plat must include the following information:
 1. A current boundary survey and plot plan, dimensioned and to scale, prepared by a registered surveyor, architect or engineer showing the seal of such surveyor, architect, or engineer.
 2. This survey shall be a plat of the land in question, or a description by metes and bounds, bearings and distances of the land, or if the boundaries conform to the lot boundaries within a subdivision for which a plat is recorded in the land records of the City of Norcross, then, the lot, block, and subdivision designations with appropriate plat reference.
 3. A description of existing land uses on adjacent and surrounding property.
- C. **Concept Plan** – Submit one (1) full size copy, one (1) 11x17 copy and one (1) digital copy in JPG or PDF format of a concept plan, including but not limited to all items listed on the attached checklist for such plan.
- D. **Impact Analysis** –
 1. If the zoning change has been initiated by an owner or their representative, the application must be accompanied by a written, documented analysis of the proposed zoning change with regard to each of the standards governing consideration attached to this application.
 2. A traffic study, a hydrology study, market study and other studies of the impact of the proposed development prepared by a duly licensed engineer or qualified professional may be required by the Community Development Department, Planning & Zoning Board or the Mayor & City Council as deemed necessary for adequate consideration and a fully-informed decision on the proposed request. The studies shall be prepared under the direction of the City at the applicant's expense.

- E. **Warranty Deed** – A copy of the recorded warranty deed to the property must accompany each application. The owner on the deed must be the same as the owner listed on the application.
- F. **Proof of Taxes Paid** – Proof that all ad valorem taxes due on the property have been paid must accompany each application.
- G. **Certificate Concerning Campaign Contributions** – The applicant must complete the certificate concerning campaign contributions and submit with each application.
- H. **Fees** – See attached fee schedule. Fees are non-refundable.
- I. **Development of Regional Impact** – If your application meets the Atlanta Regional Commission's (ARC) alternative rules for a Development of Regional Impact, additional review will be required by ARC and the State. More information can be found here, <https://atlantaregional.org/community-development/comprehensive-planning/developments-of-regional-impact/>
- J. **Conditional Rezoning** – An applicant may apply for conditional zoning and so state on the application. The conditional zoning applications may be based on written conditions contained within the relevant section of the application only or it may be based on the narrative AND a site plan.
- K. Any other information required by the Community Development Department or any other City department which is deemed necessary or desirable in processing the application which is related to the present or proposed use of the property.

I have read and understand the attached application and zoning procedures. I also hereby authorize the Community Development Staff, Planning & Zoning Board and Mayor & Council to inspect the premises that are the subject of this application.

Derrick Chubb

12-30-19

Signature of Applicant

Date

CITY USE ONLY. DO NOT WRITE BELOW

Date received: 1/2/20 Application Number: Rez2020-01 Fee Paid: \$1500

Notes: _____

DEADLINE AND HEARING SCHEDULE

The rezoning steps are as follows: 1) applications submitted on the 1st Wednesday of each month, 2) will be heard before the Planning and Zoning Board on the 1st Wednesday of the following month and 3) will be heard before the Mayor and Council on the 1st Monday of the subsequent month.

(THE APPLICANT OR APPLICANT'S AGENT MUST ATTEND ALL HEARINGS REGARDING THE APPLICATION)

Concept Plan Checklist

1. An application shall be accompanied by a concept plan if any new construction or alteration of the site is proposed.
2. A concept plan may be prepared by a professional engineer, a registered land surveyor, a landscape architect, a land planner or any other person familiar with land development.
3. The concept plan shall be drawn on a boundary survey of the property. The boundary survey shall have been prepared by a Georgia registered land surveyor and meet the requirements of the State of Georgia for such a map or plat under O.C.G.A. 15-6-67(b).

The concept plan shall show the following:

1. Zoning district classification of the subject property and all adjacent properties, and zoning district boundaries if they cross the property.
2. Man-made features within and adjacent to the property, including existing and future right-of way of streets, pavement width and street names; political boundary lines; and other significant information such as location of bridges, utility lines, existing buildings to remain, and other features as appropriate to the nature of the request.
3. Natural features, such as the 100-year flood plain, and protected wetlands and stream buffers required under the Buffers, Landscaping and Tree Conservation Article of this Ordinance.
4. Proposed use of the property.

The proposed project layout including:

1. For residential subdivisions, and office or industrial parks, approximate lot lines and street right-of-way lines, along with the front building setback line on each lot.
2. For multi-family and nonresidential development projects, the approximate outline and location of all buildings, and the location of all minimum building setback lines, outdoor storage areas, dumpsters, zoning buffers, parking areas, loading stations, zoning buffers, stormwater detention facilities, and driveways, entrances and exits.
3. Name and address of the property owner.
4. Name, address, and telephone number of the applicant (if different than the owner).
5. Date of concept plan drawing, and revision dates, as appropriate.
6. Location (Land District and Land Lot) and size of the property in acres (or in square feet if less than an acre).
7. Location sketch of the property in relation to the surrounding area with regard to well-known landmarks such as arterial streets or railroads. Sketches may be drawn in freehand and at a scale sufficient to show clearly the information required, but not less than 1 inch equal to 2,000 feet. US Geological Survey maps may be used as a reference guide for the location concept.
8. A statement as to the source of domestic water supply.
9. A statement as to the provision for sanitary sewage disposal.
10. The approximate location of proposed storm water detention facilities.
11. Such additional information as may be useful to permit an understanding of the proposed use and development of the property.

Criteria and Standards for Considering a Rezoning

The Mayor and City Council find that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of zoning power. Please address these criteria to the best of your ability. You may use a separate sheet if necessary.

- 1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
- 2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- 3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
- 4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;
- 5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan; and
- 6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

The undersigned below, making application for rezoning, has complied with the Official Code of Georgia Section 36-67A-1, et seq. Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.

Derrick Check 12-30-19

SIGNATURE OF APPLICANT DATE

Derrick Check

TYPE OR PRINT NAME AND TITLE

SIGNATURE OF APPLICANT'S DATE
ATTORNEY OR REPRESENTATIVE

TYPE OR PRINT NAME AND TITLE

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a City of Norcross Mayor/Council Member or a Member of the Planning and Zoning Board

No (YES or NO)

Derrick Check

YOUR NAME

If the answer is yes, please complete the following section:

NAME AND OFFICIAL POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (LIST ALL WHICH AGGREGATE TO \$250.00 OR MORE)	DATE CONTRIBUTION WAS MADE (WITHIN THE LAST TWO YEARS)

Attach additional sheets if necessary to disclose or describe all contributions.

DATE RECEIVED: _____ CASE#: _____ ACCEPTED BY: _____

EXHIBIT B

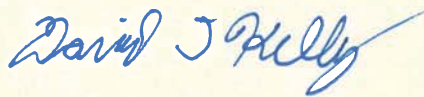
January 3, 2020

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

Dear Tracy,

Please let this letter serve as *property owner authorization* for the proposed work at 370 Thrasher Street, 30071 brought forth by Mr. Rick Cheek. Mr. Cheek and I have a binding Agreement for the Purchase and Sale of my property. I fully support his proposed development and we both look forward to moving swiftly through City approvals.

Sincerely,



David J. Kelly
POA for Patricia Kelly

LEESHIRE, INC.
P.O. Box 1213
MADISON, GA 30650
GA LICENSE # RLCO 000178
GENERAL CONTRACTORS
404-787-1053 Phone

01-04-20

Mr. Rick Cheek
370 Thrasher Street
Norcross, Ga 30071

Scope of work performed:

Inspection of house located on premises.
Evaluation of options for moving or disposal.

Upon examination, it is our opinion that the house is not a good candidate for relocation based upon the structural members not being in an undamaged condition. Many of the rafters, floor joists and load bearing beams are insufficient because of water damage and or insect infiltration. Lead based paint and asbestos containing material are also present. The value after remediating these items plus the cost to move would far outweigh the value of the relocated product. Our suggestion is to dismantle the house and re use any undamaged members of the structure in the new project or to distribute to projects in need of like materials. If you need any further assistance please call.

Andy Couch
President

January 13, 2020

The dwelling at 370 Thrasher Street, Norcross, Georgia was inspected on January 10, 2020 to determine its present general condition and potential future use. The structure is a one story wood framed dwelling with wood siding and a metal roof reported to have originally been constructed in 1874 or 1880. Numerous additions and alterations have been made since then.

The dwelling was occupied and in use. The floors were wood tongue and groove floors in fair condition. The overall framing appeared to be in poor to fair condition. The walls and ceilings were of mainly plaster and lathe and in fair to good condition. There appeared to be no insulation in the walls and the windows were old single paned double hung windows. The electrical panel and wiring was operating and appeared to be in fair condition. There was water to the dwelling with a functional water heater, kitchen sink and bathroom. The central heating and air conditioning system was not operating. Heat was supplied by electric space heaters and cooling by window units.

Due to the age and condition of the structure, major improvements appear to be needed to bring the dwelling to current code. Due to its age and construction techniques at the time of construction, the successful moving of the structure would not be likely.

If you have questions regarding this notice, you can contact me at 678-421-2027.

Sincerely,



Craig Lokey

Certified Building Official



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

February 24, 2020

The dwelling at 370 Thrasher Street, Norcross, Georgia was inspected on February 24, 2020 to assess the feasibility of renovations. The dwelling is estimated to have been constructed between 1874 and 1880. Numerous additions and improvements have been made over the years; however no comprehensive renovations have been made and the dwelling is functionally obsolete.

Renovations to the structure are possible but due to the way the structure is constructed, alterations to the floor plan are limited. The dwelling has a small living room, three bedrooms, a separate kitchen and two small bathrooms, all which need major renovation.

In my opinion, the cost to bring the house to a marketable condition would exceed its marketable value.

If you have questions regarding this notice, you can contact me at 678-421-2027.

Sincerely,

Craig Lokey

Certified Building Official

EXHIBIT C

Georgia Historic Resources
Historic Preservation Division,
Georgia Department of Natural Resources.

Resource ID	207062																								
County	Gwinnett																								
Item 1. Resource Name																									
Item 3. Resource Address/Location	370 Thrasher Street Norcross 30071																								
Item 4. Owner's Name and Address																									
Item 5. Classification	Building																								
Item 7. Current Use	Domestic/residential-Single dwelling																								
Item 7. Original Use	Domestic/residential-Single dwelling																								
Item 8. Date of Construction (or estimate)	1904																								
Item 9. Major Changes	<table border="1"> <thead> <tr> <th>Altered:</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td></td> <td>Piers and chimney</td> <td></td> </tr> <tr> <th>Additions:</th> <th>Description</th> <th>Date</th> </tr> <tr> <td></td> <td>Rear addition</td> <td></td> </tr> <tr> <th>Moved:</th> <th>Description</th> <th>Date</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <th>Destroyed:</th> <th>Description:</th> <th>Date:</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Altered:	Description	Date		Piers and chimney		Additions:	Description	Date		Rear addition		Moved:	Description	Date				Destroyed:	Description:	Date:			
Altered:	Description	Date																							
	Piers and chimney																								
Additions:	Description	Date																							
	Rear addition																								
Moved:	Description	Date																							
Destroyed:	Description:	Date:																							
Item 10. Architect/engineer/designer	Unknown																								
Item 11. Contractor/builder/craftsman	Unknown																								
Item 12. Style	No academic style																								
Item 13. Building Type	House types-Gabled wing cottage																								
Item 14. Original Floor Plan	Three or more rooms [One room]																								
Item 15. Plan Shape	L-shaped																								
Item 16. Number Of Stories	One																								
Item 17. Facade Symmetry	Asymmetric																								
Item 17. Front Door(s)	One door																								
Item 18. Roof Type	Gable-Multi-gable																								
Item 18. Roof Material	Metal-Pressed sheet																								

Item 19. Chimney placement and Material	Gable-end, exterior [Brick]										
Item 20. Type Of Construction	Balloon frame/platform frame										
Item 21. Exterior material(s)	Wood-Weatherboard/clapboard/beveled siding										
Item 22. Foundation material (s)	Concrete										
Item 23. Porches	Verandah [Front] [1 story] [Partial] [Wood] [Shed/pent]										
Item 24. Windows	Double-hung sash [Flat-headed] [6/6] [Rectangular] Double-hung sash [Flat-headed] [See additional physical description] [Rectangular]										
Item 25. Additional physical description	The foundation is concrete block piers. The windows are 2/4 double hung in the front and 8/8 double hung in the rear addition. The building may have been moved to this location. The piers and chimney do not match age of building. A transom and side lights are associated with the front door. The doors are original. The front porch has square support columns. There are rectangular attic vents. The rear addition is historic. There are decorative window surrounds. There are basement windows on right side of building.										
Item 26. Pictures	Resource 260-a.jpg (99k) Resource 260-b.jpg (97k) Resource 260-c.jpg (91k) Resource 260-d.jpg (109k) Resource 260-e.jpg (95k) Resource 260-f.jpg (97k)										
Item 27. Description of outbuildings (if any)	Implement shed [Small shed located on rear of property in bamboo forest.]										
Item 29. Description of Landscape Features	Yard setting-Informal/picturesque Paver stones lead to the front porch. The lawn is manicured. There is a large oak tree in front of house. Flowering dogwood trees are on either side of the house. Bamboo forest located on rear of property to separate this house from new development behind house. Small shrubs line curb.										
Item 30. Count	<table> <tr> <td>Number of Buildings:</td><td>1</td></tr> <tr> <td>Number of Structures:</td><td>0</td></tr> <tr> <td>Number of Outbuildings:</td><td>1</td></tr> <tr> <td>Number of Sites:</td><td>0</td></tr> <tr> <td>Number of Landscape features:</td><td>0</td></tr> </table>	Number of Buildings:	1	Number of Structures:	0	Number of Outbuildings:	1	Number of Sites:	0	Number of Landscape features:	0
Number of Buildings:	1										
Number of Structures:	0										
Number of Outbuildings:	1										
Number of Sites:	0										
Number of Landscape features:	0										
Item 31. Description of the environment	Town-Residential [Mixed old and new]										
Item 32. Archeological Potential											
Item 33. History											
Item 34. Historical theme(s)	Architecture										

**Item 34. Distinctive aspects of
GA's history**

Architecture-Architectural style-Common

Item 35. Significance

Architecture-Architectural type-Common

Architecture-Architectural technique-Common

**Item 36. Sources of
Information****Item 37. Prepared By**

Nancy E-K McReynolds
Terracon
2855 Premiere Parkway
Suite C
Duluth GA 30097

Item 38. Date Of SurveySurvey Resurvey

2007

**Item 39. Government
preservation activity****Item 40. National Register
Eligibility**

Appears to meet Nat. Reg. criteria

**Item 41. USGS quadrangle
name**

Norcross

**Item 41. UTM Reference and
XY Coordinates**

Zone	Easting	Northing
16	757321	3758601
X Coordinate	Y Coordinate	
-84.216060896127	33.938196989062	

Item 42. Tax map number6243
093**Item 43. Recognition and Date**

Recognition	Date
National Register [District]	1980

Item 43. State Agency**Item 43. Condition**

Condition	Due To	Threatened By
Excellent		

- **TIP:** To print this report select Print from the browser 'File' menu.
- These results are based on survey data in the database at the time of the search. Not all areas of the state have been surveyed, and not all surveyed areas have been surveyed to current standards. Unsurveyed resources meeting the parameters of your search/query may exist in surveyed and unsurveyed areas.
- This is a product of Georgia's Natural, Archaeological, and Historic Resources GIS developed by The Carl Vinson Institute of Government, ITOS Division at The University of Georgia. The University of Georgia expressly disclaims responsibility for damages or liability that may arise from the use of this report.



Photo 1: 207062



Photo 2: 207062



Photo 3: 207062



Photo 4: 207062

Norcross Survey - Terracon Project No. 49075602

Date Photos Taken: March 2007



Photo 5: 207062



Photo 6: 207062

EXHIBIT D

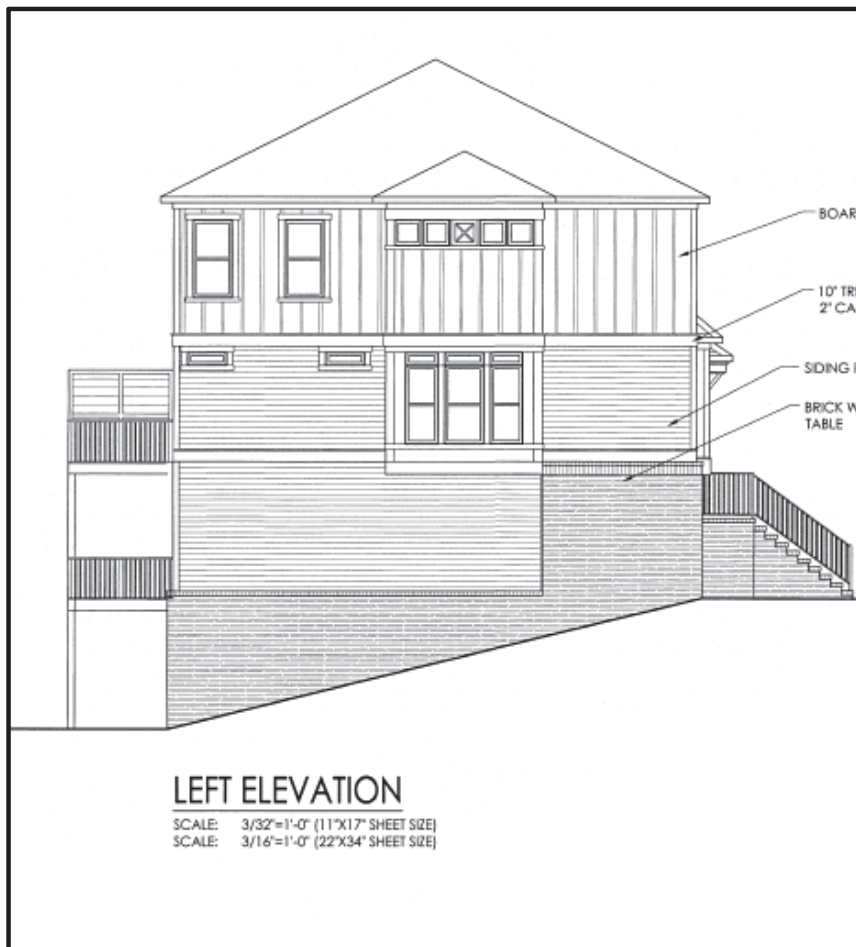
Original proposed
façade



Revised façade dated
2/25/2020



Attachment: COA2020-0001 REZ2020-0001 staff report (20-5646 : COA2020-0001/REZ2020-0001 370



Original front elevation facing Thrasher

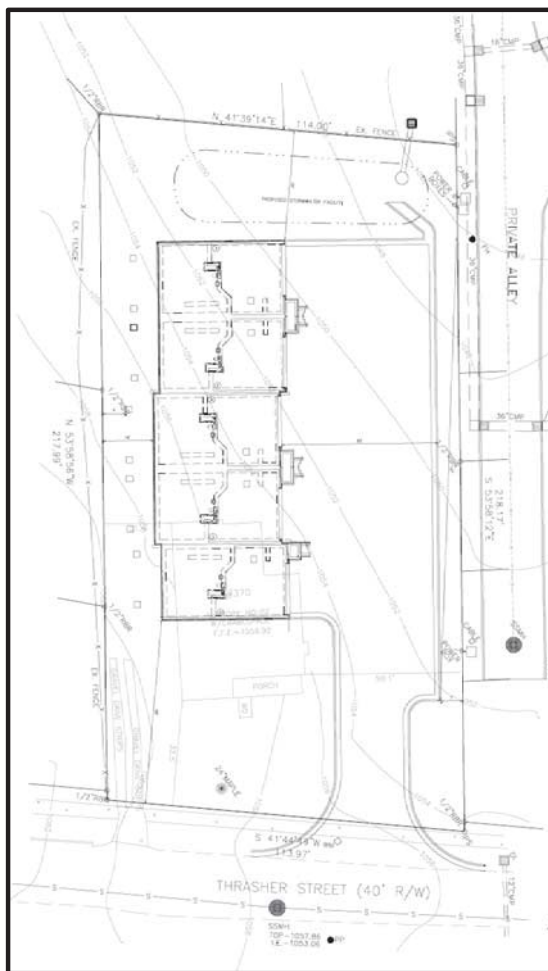


Front elevation facing Thrasher Street
 dated 2/25/2020

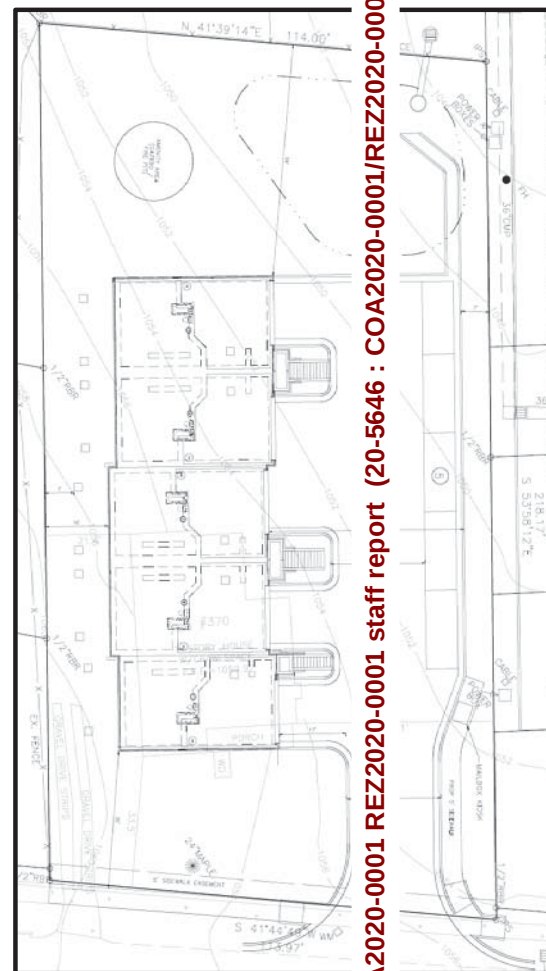
Attachment: COA2020-0001 REZ2020-0001 staff report (20-5646 : COA2020-0001/REZ2020-0001 370



Proposed
mailbox kiosk



Original site plan



Revised site plan dated
2/24/202

Attachment: COA2020-0001 REZ2020-0001 staff report (20-5646 : COA2020-0001/REZ2020-0001 370



② SIDE ELEVATION
SCALE: N.T.S.



① EXTERIOR ELEVATION
SCALE: N.T.S.



Y STUDIO, LLC
1845 LINDSEY DRIVE
NORCROSS, GA 30071
TEL: 770.255.1234
FAX: 770.255.1234
EMAIL: INFO@YSTUDIO.COM

EXTERIOR ELEVATION COLOR STUDY
FOR
CARPENTER DRIVE TOWNHOMES

SEAL:

FOR:

CARPENTER DRIVE
NORCROSS, GA
RELEASES / DATE

DATE: 03.24.2020
PROJECT: 2020-0001

NOT FOR CONSTRUCTION
RELEASED FOR CONSTRUCTION

DRAWN BY:
CHECKED BY:

SHEET TITLE:

EXTERIOR EL

DATE: 03.24.2020 PROJECT: 2020-0001

SHEET NUMBER

A-5

Attachment: COA2020-0001 REZ2020-0001 staff report (20-5646 : COA2020-0001/REZ2020-0001 370

141-C1 141

SW 6120
Believable Buff

133-C1 133

SW 6673
Banana Cream

207-C1 207

SW 6148
Wool Skein

209-C1 209

SW 9119
Dirty Martini

207-C4

SW 9117
Urban Jungle

312

SW 2826
Colonial Revival Green Stone
Classical/Colonial

208-C1 208

SW 6134
Netsuke

208-C5

SW 6137
BurlapFOR THE PERFECT
FINISHING TOUCH**TIMBERTEX**
Premium Ridge Cap Shingles

Color Shown: Weathered Wood

NOTE: This product is not available
in all areas. See www.gaf.com
for regional availability for details.



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

City of Norcross

Legislation Details (With Details)

File #:	20-5671	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/16/2020 6:30 PM	In Control:	Policy Work Session
Title:	Johnson Dean Forest Preserve Phase 2		

Sponsors:

Code Sections:

Attachments:

1. [Letter of Agreement for Professional Service](#)

Title
Johnson Dean Forest Preserve Phase 2

Drafter
Mary Beth Bender



3740 Davinci Court, Suite 100
 Peachtree Corners, Georgia 30092
 o | 770.368.1399
 f | 770.368.1944
 w | www.fg-inc.net

June 22, 2018

Mary Beth Bender
 Assistant City Manager
 City of Norcross Public Works, Utilities & Parks
 345 Lively Ave
 Norcross, GA 30071

**Re: Letter Agreement for Professional Services
 Johnson Dean Forest Preserve Site Improvements**

Dear Ms. Bender:

Foresite Group, Inc. ("Foresite Group") is pleased to submit this Letter Agreement ("Letter Agreement") to the City of Norcross ("Client") for providing the services set forth herein for the above-referenced project. Our Project Understanding is detailed below and the Letter Agreement details the Scope of Services, Fees, Additional Services, and Items Provided by Client.

Project Understanding

We understand that you are requesting a proposal to provide site design, permitting, bidding and construction administration assistance for site improvements to the Johnson Dean Forest Preserve. The site is located at 145 Barton Street in Norcross.

Based on our understanding of this project, Foresite Group has made the following assumptions regarding the Scope of Services:

1. Design is limited to the general area 50' behind the well house to Barton Street. Improvements beyond the trailhead are not included within the scope.
2. Proposal includes design of an entrance monument sign, a driveway, a small parking to accommodate approximately 4 cars, small pavilion, restroom, maintenance shed, exterior restoration of the well house, general landscaping and signage at the trailhead.
3. A digital topographic survey with trees 8" and larger and contours at 1' will be provided by the Client. Topography survey will indicate all items necessary to complete the design such as location of underground utilities, hardscape and structures.
4. Pavilion will be pre-fab or a design-build. Foresite would provide a general pavilion design and the contractor would complete plans to have it permitted.
5. Restroom building will be a prefab structure.
6. A viable sanitary sewer connection is located within the front of the site.
7. Maintenance shed will be a pre-fab structure.
8. Detention design is not included within this scope because it is anticipated that impervious created would not be greater than 5,000 s.f.

9. Landscape plan will be minimal incorporating native trees and possibly a few native shrubs.
10. Technical specifications will be included on the project plan sheets. Retaining walls over 3' are not anticipated as part of this design.
11. Geotechnical investigations, if required, will be provided by the Owner.
12. Lighting is not included within this scope and any lighting desired will be provided by Georgia Power.
13. Scope includes design review with Client at a 50% design milestone.
14. Site disturbance is not anticipated to be greater than an acre, therefore three-phase erosion control plans are not anticipated.

SECTION 1

Scope of Services

Phase 1 – Master Plan: *Foresite Group will complete the following tasks as part of this phase:*

1. Conduct kick-off meeting with Client.
2. Develop a conceptual Master Plan with associated cost estimate.
3. Conduct 1 public meeting to display master plan and receive comments.

Deliverables:

- Conceptual Master Plan (PDF and hard copy)
- Associated Cost Estimate
- Meeting Memos

Phase 2 – Construction Documents: *Upon Client approval of the master plan, Foresite Group will complete the following tasks as part of this phase:*

1. Develop construction plans to include the following sheets:
 - Cover
 - Existing Conditions/Demolition/Erosion Control Plan
 - Grading/Drainage Plan
 - Utility Plan
 - Erosion Control
 - Tree Protection and Landscape Design
 - Storm Drainage and Sanitary Sewer Profiles
 - Drainage and Construction Details
2. Update cost estimate based on construction documents
3. Meet with Client to review plans and cost estimate
4. Revise plans based on Client comments

Deliverables:

- Construction Documents in PDF format
- Cost Estimate

Phase 3 – Permitting: *Foresite Group will complete the following tasks as part of this phase:*

1. Submit plans to jurisdictions for review.
2. Revise plans in response to jurisdiction comments.

Deliverables:

- Copies of City comments and consultant responses
- PDF of approved plans

Phase 4 – Bidding & Construction Administration Assistance: *Foresite Group will complete the following tasks as part of this phase:*

1. Design is limited to the general area 50' behind the well house to Barton Street. Improvements beyond the trailhead are not included within the scope.
2. Provide plans to City of Norcross for distribution to bidders.
3. Respond to questions and develop addenda as required.
4. Respond to RFI's from Contractor.
5. Review Contractor's submittals.
6. Assist City's Project Manager in working with Contractor to make recommendations to review conflicts and problems that may arise during the project construction.
7. Perform, with the City's Project Manager, one final punch list inspection.
8. A representative from Foresite Group will be available for up to 4 site visits/inspections to review compliance with contract documents, performed at the client's request.

SECTION 2

Fees for Scope of Services

Phase	Phase Fee
1 – Master Plan	\$ 6,000.00
2 – Construction Documents	\$ 22,500.00
3 – Permitting	\$ 5,000.00
Total	\$ 33,500.00
4 – Bidding & Construction Administration Assistance (hourly – not to exceed)	\$ 5,000.00

All permitting, application, and similar project fees will be paid directly by the Client. All direct reimbursable expenses such as express mail, air travel, out-of-town mileage, reproduction of project drawings, and other direct expenses will be billed at 1.10 times cost.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, Inc., 3740 Davinci Ct Ste 100, Peachtree Corners, GA 30092.

SECTION 3

Additional Services

Below is a list of Additional Services that are not included in the Scope of Services as noted in Section 1 of this Letter Agreement. Foresite Group can provide these Additional Services if authorized by the Client on a separate letter agreement.

1. Lighting design
2. Architectural design
3. Structural design
4. Irrigation design
5. Traffic studies
6. Traffic counts
7. As-builts

SECTION 4

Items Provided by the Client

1. Topographic survey
2. Geotechnical investigations, if required.

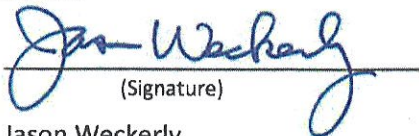
Letter Agreement: Johnson Dean Forest Preserve Site Improvements
 Page 6
 June 22, 2018

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto and incorporated herein, please have an authorized representative sign two copies of this Letter Agreement in the spaces below. Retain one copy for your records and return the other to our office.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
FORESITE GROUP, INC.

By:


 (Signature)

Name:

Jason Weckerly

Title:

Greenspace + Land Design Division Director

Email:

jweckerly@fg-inc.net

Date:

June 22, 2018

Client:

City of Norcross

By:

 (Signature)

Name:

 (Printed Name)

Title:

Date:

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:

City of Norcross Public Works, Utilities & Parks
Attn: Accounts Payable
345 Lively Ave
Norcross, GA 30071

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:

Foresite Group, Inc.
Attn: Accounts Receivable
3740 Davinci Ct, Suite 100
Peachtree Corners, GA 30092

Attachment: Letter of Agreement for Professional Service (20-5671 : Johnson Dean Forest Preserve Phase 2)

FORESITE GROUP, INC. STANDARD TERMS AND CONDITIONS

1. Scope, Term, and Termination.

1.1 Foresite Group will provide services to Client only as specifically described in the letter agreement (the "Letter Agreement") subject to these Standard Terms and Conditions (these "Terms and Conditions", together with the Letter Agreement and incorporated by reference therein, this "Agreement"). The scope of services to be performed by Foresite Group ("Services") will be set forth in the Letter Agreement. These Terms and Conditions will commence on the effective date of the Letter Agreement and will continue in effect until the earlier of the completion of all Services, or termination of the Letter Agreement. Except as set forth in the Letter Agreement, Foresite Group will provide its own tools, materials, equipment and other business items necessary to perform the Services. If requested by the Client and agreed to by Foresite Group, Foresite Group will perform additional services ("Additional Services") at Foresite Group's then-current hourly rates, or an agreed-upon sum, per a separate letter agreement which will be subject to these Standard Terms and Conditions.

1.2. When included in Foresite Group's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Foresite Group's experience and qualifications and represent Foresite Group's judgment as a professional generally familiar with the industry. However, since Foresite Group has no control over the cost of labor, materials, equipment or services furnished by others, contractor's methods of determining prices, competitive bidding, or market conditions, Foresite Group does not guarantee that proposals, bids, or actual construction cost will not vary from Foresite Group's opinions or estimates of probable construction costs.

1.3. Termination. Client or Foresite Group may terminate this Agreement for any reason by giving the non-terminating party seven days written notice prior to the proposed termination; provided, however, if payment is not made by Client within three (3) days of written notice by Foresite Group to Client of nonpayment, Foresite Group may terminate this Agreement immediately for failure by Client to make payments in accordance with this Agreement. In the event of termination by either party for any reason, Client will pay Foresite Group for all Services performed up to the date of termination. Sections 3, 4, 5, 6, 7 and 11 will survive the expiration or termination of this Agreement.

2. Terms of Payment. Except as specifically set forth in the Letter Agreement, the following terms of payment will apply: Foresite Group will submit to Client an itemized invoice for all of the applicable amount(s) due hereunder, including without limitation any expenses incurred by Foresite Group. Payment will be due 28 days from date of invoice and will be payable only in U.S. dollars. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. Foresite Group may, after 3 days' written notice to Client, suspend Services under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith. Amounts invoiced exclude, and Client will pay, all sales, use, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on Foresite Group's net income. All payments shall be made via EFT or sent to Foresite Group, Inc., 3740 Davinci Ct Ste 100, Peachtree Corners, GA 30092.

3. Ownership. Each party will retain title to all of its respective Confidential Information as defined in Section 4 below, whether developed before, during, or after the Services. Client agrees that any and all deliverables, plans, diagrams, drawings, specifications, reports, electronic files, field data, notes and other documents and instruments prepared by Foresite Group and delivered to Client hereunder are instruments of professional service (the "Instruments") and may be used by Client only for purposes of the project for which they are made (the "Project"). Such Instruments shall be considered authored and owned by Foresite Group and shall remain the property of Foresite Group, whether the Project is completed or not. Foresite Group shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. Client shall be permitted to retain copies of such Instruments for information and reference only. The Instruments shall not be used or relied upon by Client (a) if they are not completed or are partially complete, or (b) on other projects, or for additions to the Project, except by agreement in writing and with appropriate compensation to Foresite Group. Any unauthorized use of such Instruments shall be at the Client's sole risk and without liability to Foresite Group.

4. Confidentiality. "Confidential Information" as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and its customers or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data (including the amount of or information regarding the fees for the Services), manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans. Each party will treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement. Neither party will use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Services. Each party agrees that it will disclose the other party's Confidential Information only to its employees and representatives who need to know such information. Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law. Accordingly, either party consents to the other party obtaining injunctive relief against the breach or threatened breach of any of the foregoing undertakings, in addition to any other legal remedies. The above restrictions will not apply to any information in whatever form that is in the public domain, nor shall they restrict a party from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority (provided such party will notify the other party as soon as reasonably possible prior to such disclosure to afford the other party an opportunity to object or to seek a protective order), or if disclosure is reasonably necessary for such party to defend itself from any legal action or claim.

5. Indemnification. In the event there is a third-party claim against the Client or liability to a third party, Foresite Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Foresite Group's negligent performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Foresite Group, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Services and the acts of its contractors, subcontractors or

consultants or anyone for whom the Client is legally liable. Neither the Client nor Foresite Group shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

6. Representation. During the term of the applicable Services, Foresite Group represents that any service rendered by Foresite Group will be performed with the care and skill ordinarily used by other members of Foresite Group's profession practicing under similar conditions. ***Foresite Group does not make, and hereby disclaims, any and all express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Foresite Group does not warrant that the Services will be error-free.***

7. Limitation of Liability.

7.1. *In recognition of the relative risks and benefits of the Services to both Client and Foresite Group, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Foresite Group and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Foresite Group parties shall not exceed One Hundred Thousand Dollars (\$100,000), or the total fee for services rendered pursuant to the Letter Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provisions of this agreement, Foresite Group will not be liable to Client for any consequential, indirect or special damages, including without limitation, loss of profits, revenues or data with respect to any claims regarding the services to be provided hereunder even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.*

7.2. Notwithstanding any provision to the contrary in this Agreement, if the Letter Agreement provides for the delivery of any Construction Phase Services by Foresite Group, Client acknowledges and agrees that the general contractor hired by Client is solely responsible for the construction of the project and Foresite Group will not be liable for the construction means, methods, techniques, sequences or procedures employed by such general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any Construction Phase Services provided by Foresite Group hereunder.

7.3. Notwithstanding any provision to the contrary in this Agreement, Foresite Group's scope of Services does not nor will not include any services related to the environmental PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. Client acknowledges and agrees that Client is solely responsible and liable for assessing any environmental health or safety issues with respect to any and all Client projects and that Foresite Group is in no event liable for any environmental review or claims.

8. Subcontracting. Foresite Group may subcontract its obligations under this Agreement to a third party reasonably acceptable to Client, so long as Foresite Group remains responsible for the subcontractor's work under the terms of this Agreement, and the third party subcontractor agrees to be bound by terms substantially similar to those in this Agreement.

9. Independent Contractor. Both parties agree that Foresite Group is an independent contractor in relation to Client, and will not be considered an agent or servant of Client. It is agreed that Foresite Group will have the right to control the details of its Services. Client and Foresite Group agree that in no respect will any employee of Foresite Group be an employee of Client.

10. Force Majeure. Except for payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by riots, wars or hostilities between any nations, acts of God, acts of terrorism, fires, storms, floods, earthquakes, strikes, labor disputes, shortages or delays of carriers, shortages or curtailments of raw materials, labor, power or other utility services, and other cause beyond the reasonable control of the parties hereto; provided, in the event a force majeure event delays a party's performance by more than thirty (30) days, the other party will have the right to terminate this Agreement by providing written notice thereof to the delayed party. This provision will not be construed as relieving either party from its obligation to pay any sums due the other party.

11. Alternative Dispute Resolution. Any dispute, claim or controversy between the parties hereto arising out of or related to the terms or subject matter of this Agreement shall be resolved in accordance with the terms of this paragraph. Any claim by one party must be submitted by that party (the "Complaining Party") to the other party (the "Non-Complaining Party") in writing describing generally the nature of the claim (the "Claim"). The Non-Complaining Party shall respond to the Claim in writing addressed to the Complaining Party within thirty (30) days of receipt of the Claim. If the parties cannot resolve the claim themselves within forty-five (45) days following initial receipt of the Claim (the "Informal Resolution Deadline"), then the Claim shall be submitted to mediation, with the costs of such mediation to be borne equally by each party. The parties shall have twenty (20) days from the Informal Resolution Deadline to mutually select a mediator. If the parties are unable to agree on a mediator within this period, the Claim will be submitted to Henning Mediation and Arbitration Service in Atlanta, Georgia ("Henning"), which will select a mediator for the parties in accordance with its policies and procedures. The mediation must be completed within sixty (60) days of the submission of the Claim to Henning. If the parties are unsuccessful in resolving the Claim through mediation, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the Claim, in accordance with the remaining terms of this Agreement and all other rights and remedies afforded to them by law.

12. Miscellaneous. This Agreement, including the Letter Agreement, is the exclusive statement of the agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, with respect to the subject matter hereof. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written notification from Client will be of no effect. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules. The parties agree that any claim arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in the state in which the Services are rendered. Client consents to the personal jurisdiction of the state and/or federal courts in such state. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without prior written consent of the non-assigning party, neither party may assign this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party in a final judgment, as determined by the court, in addition to any other rights or remedies available to it, will be entitled to recover attorneys' fees, expert witness fees, and other expenses related to such action.

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June 21, 2018

Ms. Mary Beth Bender
Assistant City Manager
City of Norcross
345 Lively Avenue
Norcross, GA 30071

Dear Mary Beth,

I enjoyed meeting with Charlotte Osborn today, and I appreciate the opportunity to help you with the improvements for the Johnson Dean Forest Preserve. Please see the attached scope of services and fee proposal. If they are acceptable, you can either sign this agreement and it will serve as an attachment to a standard AIA contract we can prepare, or include it as an attachment to a standard contract you may have.

Please feel free to call if you have any questions. We look forward to working together soon.

Sincerely,

Whit Alexander, PLA, ASLA, LEED® AP
CCO-Senior Vice President

Attachment: Letter of Agreement for Professional Service (20-5671 : Johnson Dean Forest Preserve Phase 2)



ATTACHMENT "A": SCOPE OF SERVICES AND FEE STRUCTURE

PROJECT APPROACH

A. We will first prepare a base map using available GIS topography and aerial photography, then meet with City staff to discuss the program. Per our previous discussion, items for the project to be included would be:

- an entrance monument sign
- a driveway
- small parking lot (4 cars and space for a bus)
- a simple pavilion with a single restroom, and small maintenance shed (these would be pre-engineered structures selected from manufacturer catalogs).
- Water and sewer service to the restroom.
- exterior restoration of an old well house
- signage at trailhead
- landscaping around entrance area
- Ancillary grading, erosion control, grassing, and trees
- Demolition of the existing driveway and brick retaining wall

B. Using the meeting input, we will create a draft layout plan along with a first rough opinion of probable cost.

C. We will meet with City staff to review the draft layout plan and opinion of probable cost. Depending on cost and budget, we will discuss items for exclusion from the bid and items to be considered alternate bid items.

D. Using the results of the meeting, we will revise the draft and prepare the final plans for permitting.

E. We will provide the revised plans, and an updated opinion of probable cost to city staff for one final review prior to permitting and bid.

F. Once all comments are incorporated, the plans will be submitted to local permit offices, and state permit officials (if needed) for review and approval.

G. Comments received from permit officials will be forwarded to city staff along with the recommended plan of action proposed by the design team. Plans will then be modified to reflect codes comments and recreation staff comments and will be resubmitted to the codes officials for approval. Upon receipt of approved plans from codes officials, bid drawings, along with a bid specification manual, will be prepared for the project and the project will be ready for bidding.

H. During the bid process, we will assist the City to distribute bid documents and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications as well as addenda, if necessary. We will assist the client in analyzing contractor bids and in the contract award.

I. During construction, we will meet with the client and the contractor on site to discuss construction progress and to observe site conditions and clarify matters for the contractor on an as needed basis. On an as-needed basis, we will attend a progress meeting and will prepare minutes of the meeting's discussions



and findings. At key periods of construction, various team members responsible for specific portions of the project design will attend meetings as necessary to their trade. As they are submitted, we will review shop drawings, material submittals, requests for information, change order requests (both from owner and contractor), etc. As the project draws to a close we will perform construction closeout review and coordinate with the contractor for the City to collect contractor's occupancy certificates, warranties, as-built information, operation and maintenance (O&M) manuals, lien releases, etc.

PROJECT FEES:

Professional design services for items A-F to be billed hourly, plus reimbursables, invoiced monthly, towards a not-to-exceed fee of \$34,000.00. See the following rate sheet for reimbursable expenses.

Items G-I will be billed hourly per the following rate sheet. It is understood that our role in the steps will be minimal, and will be provided on an as-requested basis by City staff.

It is intended that the pavilion, restroom and maintenance shed be pre-engineered structures. For that reason, we will help the City select structures to be included in the bid documents, however the actual structural engineering of foundations and permitting of these structures will fall within the scope of the successful bidder and the eventual company he uses to supply and build the structures.

We anticipate that electrical supply to the buildings and lighting on site can be performed by City departments. If electrical engineering or lighting design is required, it will be provided as an additional service.

ADDITIONAL SERVICES (if requested):

In addition to the fees quoted for professional design services, additional services, if requested, will be invoiced per the rate schedule below.

Professional Services Hourly Rate

Senior Principal/President	\$240.00
Principal I/Vice President	\$220.00
Principal II/Vice President	\$200.00
Division Director I, President Emeritus, Associate	\$185.00
Division Director II	\$160.00
Sr. Environmental Biologist	\$125.00
Senior Landscape Architect, Architect, and Engineer	\$140.00
Certified Park & Recreation Specialist	\$110.00
Engineer Specialist/Project Coordinator	\$110.00
L A I, Architect I, Engineer I, Project Manager I	\$115.00



LA II, Architect II, Engineer II, Project Manager II	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I	
BIM Specialist, GIS Specialist I, Assistant Graphic Designer I.....	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II	
GIS Specialist II, Assistant Graphic Designer II	\$90.00
Technician.....	\$80.00
Technician II	\$75.00
Corporate Controller	\$95.00
Marketing Director.....	\$70.00
Assistant Accounts Manager, Administrative Assistant I.....	\$60.00
Administrative Assistant II.....	\$35.00

Reimbursable Expenses

Prints	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost
Permit Fees	cost

January 1, 2018

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2019, at which time they may be adjusted by the Design Professional.

Attachment: Letter of Agreement for Professional Service (20-5671 : Johnson Dean Forest Preserve Phase 2)



CIVIL CONSULTING SERVICES AGREEMENT

Project Name: Johnson Dean Park Construction Documents **Date:** 07/10/18

Project Number: 3361.21

Consultant: Columbia Engineering & Services, Inc.
2862 Buford Highway
Suite 200
Duluth, GA 30096
770-925-0357



Client: City of Norcross Public Works
345 Lively Avenue
Norcross, GA 30071

Person Requesting Services: Charlotte Osborn (770) 286-7559 charliejeff@att.net

This Agreement is entered into by and between **Columbia Engineering & Services, Inc.** (Consultant) and **The City of Norcross** (Client) for the purpose of providing Sitework Consulting Services for the subject Project as described below and in accordance with and subject to the General Conditions attached hereto.

A. DESCRIPTION OF THE CLIENT'S PROJECT:

The Client's Project shall consist of site engineering construction documentation for Johnson Dean Park improvements associated with Conceptual Plan provided by Columbia Engineering and approved by the City of Norcross. Construction documents shall reflect the Design Conditions and Program elements in the Johnson Dean Park Planning contract. Changes in these items which result in additional construction documentation shall be considered an additional service.

B. SCOPE OF THE CONSULTANT'S BASIC SERVICES:

The Consultant shall provide the following Basic Services for the Client's Project

101. Due Diligence Phase: Not included. Due diligence shall be performed prior to the initiation of this contract

102. SubConsultants Phase:

Coordination with the following subconsultants shall be included in the basic services:

- a. Pavilion, restrooms, and tool shed Architect or Contract builder or builders: Consultant shall coordinate as necessary with groups responsible for these items and incorporate appropriately with the site construction plans.
- b. Historic preservation specialist: Consultant shall coordinate as necessary with a specialist in historic preservation regarding treatment of the existing well house to remain.
- c. Electrical engineer and or lighting designer: Consultant shall coordinate as necessary and incorporate appropriately with the site construction plans.

Coordination with additional subconsultants is not included in the basic services, but may be added as an additional service. Changes to the design conditions and or the program elements



Consulting Services Agreement
CES No. 3361.21
Page 2 of 11

resulting in additional sub consultant coordination shall be considered an additional service.
Coordination relating to the existing waterworks building is considered an additional service.

105. Final Site Design Phase:

Prepare Sitework Construction Documents for the Project. The Sitework Construction Documents shall be based upon the approved Preliminary Plans, all comments received and shall include the following information.

- a. Existing Conditions and Demolition
- b. Grading and Drainage
- c. Sediment and Erosion Control Plan, Phase I, II and III, as applicable
- d. Comprehensive Monitoring Plan
- e. Utility Plan
- f. Profile Sheets as applicable
- g. Site Detail Sheets
- h. Construction Notes
 - a. Plan short specifications

The Consultant shall notify Client of all easement modifications or required easements. The Consultant shall provide easement exhibits and legal descriptions as needed on an hourly basis.

Note: Scope of service shall include a meeting with the Client and/or his representative prior to commencement of design. Discretionary changes to the design by the Owner after commencement of final design shall be considered an additional service and billed accordingly.

105.10 Stormwater BMP:

Consultant shall evaluate existing conditions for stormwater management on site and shall provide design as necessary for a City approved water quality or runoff reduction Best Management Practice (BMP) to manage additional stormwater associated with the proposed improvements. The Consultant shall not be responsible for developing design solutions to off site stormwater management issues, nor shall the Consultant be responsible for evaluations or stormwater solutions to Johnson Dean Park beyond the current project limits.

105.20 Arborist and Landscape Design:

Consultant shall identify and locate specimen trees with critical root zones extending into the project limits as well as inventory a tree sample area for use in tree density calculations to meet City permitting requirements. Consultant shall delineate tree protection fence locations and provide specifications as needed for impacted specimen trees on site. Consultant shall prepare a Landscaping Design for the project. The design shall meet City standards as well as incorporate input from the Client to meet the intent of the approved Conceptual Plan. Changes to plans resulting from the comments received from reviewing authorities shall be on an hourly basis (see Section 106, Permitting Phase). Discretionary changes to landscaping design by the Owner shall be an additional service.

105.30 Irrigation Design: not included

106. Permitting Phase:

Consultant shall coordinate with other team members and make submittal to all jurisdictional agencies to pursue complete site development permitting for the project. Submittal to agencies is part of the basic services for the project.



The following work related to permitting shall be done on an hourly basis:

1. Follow-up with jurisdictional agencies to get comments and/or approvals.
2. Attendance at meetings with jurisdictional agencies to discuss comments and negotiate approvals.
3. Changes to plans resulting from the comments received from reviewing authorities.

108. NPDES Phase:

- a. Preparation of all required sediment and erosion control plans as well as phased hydrologic study for sizing of facilities.
- b. Completion of NPDES Notice of Intent (N.O.I.), its attachments and packaging for delivery via return receipt certified mail (or similar service) to (State's NPDES regulatory office).
- c. Initial Inspection and Report of the installation of Control Measures (BMPs). The Permittee must call the Consultant for the inspection within three days after the commencement of the initial construction activities to schedule the Initial Inspection.
- d. All Inspections (unless specifically noted above), Sampling and Reporting (unless specifically noted above), and the Notice of Termination (N.O.T.) will be performed by the Permittee listed on the Notice of Intent (N.O.I.) and is specifically excluded from our services.

109. Construction Phase:

Review of relevant shop drawings related to site construction is included in the Basic Services. Construction site visits are not included, but they can be performed as necessary for a cost of \$500 per visit. Additional construction administration services at the request of the client shall be considered additional services and billed hourly.

110. Additional Engineering Services:

Work performed outside the scope of services listed above with Client discussion and approval.

610. Boundary Survey: Not Included

615. ALTA Survey: Not Included

620. Topographic Survey:

Upon authorization of the Client, the Consultant shall perform a ground-run topographic survey of the entire parcel in accordance with standard surveying practices. The topographic survey is generally limited to the +/-0.6 acre tract along the Barton street frontage, which contains existing improvements. Included will be the location of all visible utilities and structures. The location of the Storm and Sanitary Sewer are included in the Basic Services. Additional utilities located as part of Phase 640 shall be reflected on the final survey. Preparation of a signed and sealed topographic survey map in accordance with industry standards is included.

640. Utility Location:

The Consultant shall coordinate with an independent (for hire) utility location company to have the existing utilities located along the frontage of the site. Consultant will provide horizontal location of those markings consistent with SUE QL-B Subsurface Utility location standards. If additional trips are required due to delays of utility company or "No Dig" markings, it will be considered an additional service. Vertical location of utilities is specifically excluded.



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- 660. As-Built Survey: not included
- 670. Record Drawings: not included
- 680. Detention Pond Asbuilts: not included
- 695. Additional Surveying Services:

Any work not specifically outlined in this contract will be performed as Additional Services. Additional Services are billed as hourly work in accordance with the attached rate schedule.

C. RESPONSIBILITIES OF THE CLIENT:

1. The Client shall provide to the Consultant all criteria and full information as to Client's requirements for the Project. Any additional work resulting from changes in Client criteria shall be considered Additional Services.
2. The Client shall review and approve all preliminary designs prior to Consultant beginning final design work.
3. The Client shall provide to the Consultant all building design data necessary for the design of the Project, including but not limited to building dimensions, entrances, foundation designs, required drainage and utility connections, exterior stair locations and details, etc.
4. The Client shall provide to the Consultant a landscape criteria that shall constitute the basis of the Consultant's landscape design.
5. Consultant shall depend on accuracy of information provided by Client. If that information is found to be incorrect and requires a design change it will be done hourly as an additional service.

D. PRESUMPTIONS AND EXCLUSIONS:

1. The Basic Services presume that adequate utility services are or will be available at or adjacent to the Project boundary; the Basic Services do not include the design of offsite utilities other than standard connections to available utilities. Offsite water, sewer, storm and/or other facilities will be designed as part of an additional service fee for work, if required.
2. The Utility Plan shall include a water distribution system and a sanitary sewer collection system, and shall include the location of other utilities such as power, gas, and telephone.
3. The Basic Services presume the design of a standard water distribution system and a standard gravity flow sanitary sewer collection system (i.e. - do not include the design of lift stations, booster pumps, etc.). These services can be provided for an additional fee.
4. The Basic Services do not include structural designs for major walls, (greater than 3 feet), basins, or tanks. These services if required can be provided as an additional service.
5. The Basic Services do not include the preparation or processing of Wetlands permits, (Nationwide or Individual), or the preparation or processing of Hazardous Waste remediation plans.
6. The Basic Services do not include processing of rezonings, variances, or attendance at any public hearings, except as noted.
7. The Basic Services do not include the preparation or processing of any subdivision plats or other plats requiring recording.
8. The Basic Services do not include reviewing title or final surveys for compliance with title reports.
9. The Basic Services do not include NPDES inspections, sampling, reports, etc.
10. The Basic Services do not include the preparation of a Site Lighting Plan. A base sheet will be given to the Project electrical engineer or lighting consultant to be used for Site Lighting Plan preparation. Coordination between the Site Lighting Plan and the Civil plans is included in the Basic Services.



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11. The Basic Services do not include fees for land surveying, subsurface investigations, Phase I ESA, traffic engineering, wetlands, utility locators, or other subConsultants, unless specifically included in this contract.
12. The Basic Services do not include the legal descriptions and survey revisions showing proposed easements or additional parcels.
13. The Basic Services do not include the preparation of a site construction cost estimate. This can be provided as an additional service.
14. The Basic Services do not include Client-initiated changes to the design after final design has been started.
15. The Basic Services presume that adequate detention and water quality measures are provided for this site. The Basic Services do not include any detention or water quality analysis, and/or hydrology studies except as specifically included in this contract

E. FEES:

For Consultant's Basic Services as described above, Consultant's fee for labor shall be as follows:

Item 102	SubConsultants Phase
Item 105	Final Site Design Phase
Item 105.10	Stormwater BMP
Item 105.20	Arborist and Landscaping Design
Item 106	Permitting Phase – Hourly estimated at \$2,000
Item 108	NPDES Phase
Item 109	Construction Phase
Item 110	Additional Engineering Services - Hourly
Item 620	Topographic Survey
Item 640	Utility Location
Item 695	Additional Surveying Services

Total: \$ 18,250 + hourly

The following will be billed as reimbursable expenses per attached conditions: Airfare, car rental, motels, mileage, meals, check prints, prints, postage, code books, zoning books, maps, delivery service, magnetic and reproducible media and sub-Consultants fees.

Hourly amounts are Consultant's best estimate based on historical projects of a similar nature. Actual amounts billed will be based on actual work completed.

Submitted By:

Date:

Officer of Columbia Engineering

Submitted By:

Date:

Project Manager

Accepted By:

Date:

(Signature)

(Print or Type Name)

(Print or Type Title)

(Note: If Client is a Corporation, Acceptance must be by an Officer)

**CONSULTING SERVICES AGREEMENT
 GENERAL CONDITIONS
 PROJECT NO. 3361.21**

1. **Definitions:** As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement:

Consultant: Columbia Engineering & Services, Inc., its agents, employees and authorized representatives

Client: _____ The City of Norcross _____

Project: As defined and described in Section A

Contract: The services, fees, scope of work, special provisions and general conditions described in this Agreement and other terms and conditions hereof.

2. **Scope of Services:** The Client and the Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the Scope of Services, contained within section B, C, and D of this Agreement. If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be labeled as Exhibit B, appended hereto. Additional Services are not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with the Consultant's prevailing fee schedule, as provided for in the attached Schedule Exhibit A, or as agreed to by the Client and the Consultant. Services not set forth above as Basic Services and not listed in Section(s) B, C, and D of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Section(s) B, C, and D.
3. **Right to Retain Subconsultants:** The Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include land surveyors, testing laboratories, geotechnical engineers, environmental engineers, wetlands experts, traffic engineers, site lighting experts, zoning attorneys and any specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
4. **Billing and Payment Terms:**
RETAINER. The Client shall make an initial payment of \$____0____ (retainer) upon execution of this Agreement. This retainer shall be held by Consultant and applied against the final invoice. Fees for the services provided in the Basic Services are specified in Section E.

PAYMENT DUE. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the invoice date.

REIMBURSABLE EXPENSES. For Consultant's reimbursable expenses, Consultant shall be reimbursed at the rate of reimbursable expenses times a factor of 1.15. Reimbursable expenses shall be defined as actual expenses incurred or indirectly in connection with the Project.

INTEREST. If payment in full is not received by the Consultant within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon Fifteen (15) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES. If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

SET-OFFS, BACKCHARGES, DISCOUNTS. Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.



SATISFACTION WITH SERVICE. Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICES. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

5. **Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.
6. **Suspension of Services:** If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of this payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7. **Termination:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure to the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

8. **Timeliness of Performance:** The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.



9. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
10. **Defects in Service:** The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
11. **Indemnification:** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
12. **Extension of Protection:** The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners and employees and their heirs and assigns, as well as the Consultant's subconsultants and their officers, employees, heirs and assigns.
13. **Information Provided by Others:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
14. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
15. **Standard of Care:** In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.
16. **Third-Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
17. **Attorneys' Fees:** In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties, or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.



18. **Collection Costs:** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant in connection therewith and, in addition, the reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed according to the Consultant's prevailing fee schedule and expense policies.
19. **Corporate Protection:** It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Delaware corporation, and not against any of the Consultant's individual employees, officers or directors.
20. **Mediation:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
21. **Arbitration:** In the event the parties to this Agreement are unable to reach a settlement of any dispute involving an amount of less than \$100,000.00, arising out of this Agreement or related to the services under this Agreement, in accordance with Paragraph 20 (Mediation), then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association, current as of the date of this Agreement then pertaining.
22. **Code Compliance:** The Consultant shall put forth reasonable professional efforts to comply with the reasonable interpretation of applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by reviewer comments, newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
23. **Hazardous Materials:**
DEFINITION OF "HAZARDOUS MATERIALS": As used in this Agreement, the term *Hazardous Materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- HAZARDOUS MATERIALS - SUSPENSION OF SERVICES:** Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with all applicable laws and regulations.
- HAZARDOUS MATERIALS INDEMNITY:** The Client agrees notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.
24. **Underground Improvements:** The Consultant and/or its subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the location for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by the Consultant or its subconsultant will be performed in a manner consistent with the ordinary standard of professional care. The Client recognizes, however that such research may not identify all underground improvements and that the information upon which the Consultant reasonably relies may contain errors or may be incomplete.

Therefore, the Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Consultant and anyone for whom the Consultant may be legally liable, for damages to underground improvements



resulting from subsurface penetrations in locations established by the Consultant that are based on properly filed and available records of said underground improvements.

25. **Delivery of Electronic Files:** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic file.

26. **Permits and Approvals:** The Consultant shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the Consultant and included in the scope of Basic Services of this Agreement. Fees required to make changes to plans to implement comments by permit reviewers will be billed to Client as an additional service.
27. **Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.
28. **Entire Agreement:** This Agreement, comprising pages 1 through 11, including Exhibit A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.
29. **Governing Law and Jurisdiction:** The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Georgia.
- It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Gwinnett County, Georgia.
30. **Force Majeure:** Neither party shall be deemed in fault of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
31. **Notices:** Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by registered, certified, express or regular U.S. mail to the address listed in this Agreement. All notices shall be deemed delivered upon receipt. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
32. **Severability:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
33. **Survival:** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement as of the date first written above. The Client accepts this Agreement and finds the above prices, specifications and conditions to be satisfactory and authorizes the Consultant to do the work as specified.



Consulting Services Agreement
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Exhibit "A"
July 2018
Professional Services Rate Schedule:

Principal-in-Charge	\$220.00 / hour
Senior Project Manager	\$180.00 / hour
Project Manager	\$160.00 / hour
Junior Project Manager	\$150.00 / hour
Senior Engineer	\$140.00 / hour
Engineer III	\$125.00 / hour
Engineer II	\$110.00 / hour
Engineer I	\$ 95.00 / hour
Chief Drafter	\$110.00 / hour
Drafter	\$85.00 / hour
Senior Landscape Architect	\$140.00 / hour
Landscape Architect III	\$125.00 / hour
Landscape Architect II	\$105.00 / hour
Landscape Architect I	\$ 85.00 / hour
Principal Surveyor	\$150.00 / hour
Survey Project Manager	\$135.00 / hour
Registered Land Surveyor	\$125.00 / hour
Surveyor	\$ 95.00 / hour
Senior Survey Technician	\$ 80.00 / hour
Survey Technician	\$ 70.00 / hour
3 Man Crew	\$168.00 / hour
2 Man Crew	\$129.00 / hour
GPS Crew	\$145.00 / hour
Accounting Manager	\$115.00 / hour
Administrative Coordinator	\$ 75.00 / hour
Intern	\$ 55.00 / hour
Senior Construction Engineer	\$130.00 / hour
Land Acquisition Specialist	\$165.00 / hour
Expert Witness Testimony & Preparation	\$300.00 / hour

Hourly rates are subject to change.

Revised January 2018

Attachment: Letter of Agreement for Professional Service (20-5671 : Johnson Dean Forest Preserve Phase 2)



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

City of Norcross

Legislation Details (With Details)

File #:	20-5668	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/16/2020 6:30 PM	In Control:	Policy Work Session
Title:	Edits to Code of Ordinance for Water and Sewer		

Sponsors:

Code Sections:

Attachments:

1. [Ordinance XX-2020 Article II. - Water, Sewer Service](#)

Title
Edits to Code of Ordinance for Water and Sewer

Drafter
Erica Madsen

Ordinance XX-2020

An Amendment to the City Code or Ordinances

Chapter and Purpose: Chapter 36, Norcross Code of Ordinances, Various sections as noted.

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 edit the language as noted below, to delete those items shown as strikethrough and to add those items shown as underlined to provide for compliance with Georgia Environmental Protection Division and to reflect the sale of the water system to Gwinnett County.

ARTICLE II. – WATER, SEWER SERVICE

DIVISION 1. - GENERALLY

(Division I Secs. 36-41 – 36-50 reserved)

~~Sec. 36-41. – Application; deposits; special contracts.~~

- ~~(a) Application for water and sewer service shall be made at the Office of the General Government Administration Department and deposits paid as provided in section 36-1.~~
- ~~(b) The Mayor and Council, on recommendation of the City Engineer, may vary the deposits required and negotiate special contracts for customers with extraordinary service needs, such as industrial users and private fire protection.~~

~~(Code 1979, § 6-2-1; Code 1998, § 74-41)~~

~~Sec. 36-42. – Tap fees and service rates.~~

- ~~(a) Water and sewer tap fees and service rates shall be as set forth in the schedule of fees and charges established by the City Council, which schedule shall be maintained on file in the Office of the Public Works Department where it is available for inspection by the public.~~
- ~~(b) The Mayor and Council, on recommendation of the City Engineer, may vary the water and sewer service rates and negotiate special contracts for customers with extraordinary service needs, such as industrial users and private fire protection.~~
- ~~(c) The Mayor and Council shall review the water and sewer service rates at least annually and revise them as may be necessary to provide for the receipt of adequate revenues to meet the requirements of the water and sewer system of the city for debt service, operation and maintenance, and the establishment of required reserves.~~
- ~~(d) No free water or sewer service or use of facilities shall be permitted. All water service connections shall be metered.~~

~~(Code 1979, § 6-2-2; Code 1998, § 74-42; Ord. No. 17-95, 10-2-1995)~~

~~Sec. 36-43. – Private fire protection service.~~

Charges for private fire protection service shall be as provided in the schedule of fees and charges established by the City Council and maintained on file in the Office of the General Government Administration Department where it shall be available for inspection by the public. Each private fire protection service line shall be equipped with an approved detector meter in accordance with the terms negotiated by the city with the developer at the time of the development review.

(Code 1979, § 6-2-3; Code 1998, § 74-43)

~~Sec. 36-44. — Responsibility and liability—City.~~

- ~~(a) The city shall run a service line from its distribution line to the property line of the user, where the distribution line exists or is to be constructed, and runs immediately adjacent and parallel to the property to be served.~~
- ~~(b) The city may install its meter at, or near, the property line, or, at the city's option, on the user's property within three feet of the property line.~~
- ~~(c) The city reserves the right to refuse service unless the user's lines or pipings are installed in such a manner as to prevent cross connections or backflows.~~
- ~~(d) Under normal conditions the user will be notified of any anticipated interruptions of service by the city.~~

(Code 1979, § 6-2-4; Code 1998, § 74-44)

~~Sec. 36-45. — Same—User.~~

- ~~(a) Water furnished by the city shall be used for consumption by the user, members of his household and employees only and shall not be piped to adjacent property. Water shall not be used for irrigation, fire protection, nor other purposes, except when water is available in sufficient quantity without interfering with the regular consumption in the area served. Disregard of this rule shall be sufficient cause for refusal or discontinuance of service, or both.~~
- ~~(b) Where a meter, or meter box, is placed on the premises of a user, a suitable place shall be provided by user therefor, unobstructed and accessible at all times to the meter reader.~~
- ~~(c) The user shall furnish and maintain a private cut-off valve on the user's side of the meter.~~
- ~~(d) The user's piping and apparatus shall be installed and maintained at the user's expense, in a safe and efficient manner, and in accordance with the sanitary regulations of the state health department.~~
- ~~(e) No private wells shall be permitted to be used in connection with the lines of the city's water system.~~

(Code 1979, § 6-2-5; Code 1998, § 74-45)

~~Sec. 36-46. — Access to premises and extensions of system.~~

- ~~(a) Duly authorized employees of the city shall have access at all times to the premises of the user for the purpose of installing or removing city property, inspecting piping, reading and testing meters, or for any other purpose in connection with the water service and its facilities, or the sewer service and its facilities.~~
- ~~(b) Extensions to the system shall be made only when the user shall grant or convey, or shall cause to be granted or conveyed, to the city a permanent easement or right-of-way across any property traversed by the water or sewer lines.~~

~~(Code 1979, § 6-2-6; Code 1998, § 74-46)~~

~~Sec. 36-47. Change of occupancy.~~

~~Not less than three days' notice must be given to the General Government Administration Department to discontinue water and sewer service or to change occupancy. The outgoing user shall be responsible for all water consumed up to the time of departure. The new occupant shall apply for water service within 48 hours after occupying the premises and failure to do so will make him liable for paying for the water consumed since the last meter reading.~~

~~(Code 1979, § 6-2-7; Code 1998, § 74-47)~~

~~Sec. 36-48. Suspension of service.~~

- ~~(a) When water service is discontinued and all bills paid, the deposit shall be refunded to the user by the city.~~
- ~~(b) Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the city toward settlement of the account. Any balance will be refunded to the user; however, if the deposit is insufficient to cover the bill, the city may proceed to collect the balance in the usual way provided by law for collection thereof.~~
- ~~(c) The city reserves a right to discontinue its service without notice for the following additional reasons:~~
 - ~~(1) To prevent fraud or abuse;~~
 - ~~(2) Willful disregard of the city's rules;~~
 - ~~(3) Emergency repairs;~~
 - ~~(4) Insufficiency of water supply beyond the city's control;~~
 - ~~(5) Direction of public authorities; or~~
 - ~~(6) Strike, riot, fire, flood, unavoidable accident.~~

~~(Code 1979, § 6-2-8; Code 1998, § 74-48)~~

~~Sec. 36-49. Complaints, adjustments.~~

- ~~(a) If the user believes his bill to be in error he shall present his claim to the Office of the General Government Administration Department before the bill becomes delinquent. If a claim is made after the bill becomes delinquent it shall not be effective in preventing discontinuance of service as heretofore provided. The user may pay such bill under protest and such payment shall not prejudice his claim.~~
- ~~(b) Water meters will be tested at the request of the user as provided in section 36-7.~~
- ~~(c) If the seal of a meter is broken by other than the city's employee, or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills or from other data, or from both.~~

~~(Code 1979, § 6-2-9; Code 1998, § 74-49)~~

~~Sec. 36-50. — Adjustments to bills for pipe breakage, swimming pools.~~

~~(a) In instances where the user suffers a pipe breakage on property owned or occupied by the user, the user may apply for an adjustment to the user's sewer bill in the following manner:~~

~~(1) The user shall prove to the director of the municipal utility and/or his designated agents, that there was a break in the user's pipes.~~

~~(2) The user shall prove that the breakage in the pipes was remedied in a timely manner after the breakage was discovered and that the repair was completed in a satisfactory manner as determined by the director of the municipal utility and/or his designated agents.~~

~~(3) The user shall submit a request for adjustment within 15 days after the date the bill upon which an adjustment is requested was mailed by the city to the user.~~

~~(b) Provided all of the above are done in strict compliance, then a designated city agent shall average the user's usage for the preceding three months. From the average usage over the preceding three months, an average monthly bill shall be determined. To the extent that the usage during the period of pipe breakage exceeded the average usage by more than twice, then the user shall be entitled to an adjustment and a corresponding refund by the city. If the average usage does not exceed the bill by two times, then no adjustment shall be made.~~

~~(c) No sewer adjustment shall be allowed for the filling of swimming pools or other similar purposes.~~

~~(d) No water adjustments shall be allowed under the circumstances set forth in this section.~~

(Code 1979, § 6-2-10; Code 1998, § 74-50)

Secs. 36-51—36-73. - Reserved.

DIVISION 2. – WATER CONSERVATION

Sec. 36-80.1 – Water Wasting Prohibited.

Wasting water is prohibited if such usage leaves a trail of flowing water for more than 50 feet off the property. Water waste also includes irrigation for more than 20 minutes during precipitation, and failure to repair a controllable leak. Water wasting, including water wasting by users otherwise exempted from drought restrictions by the Rules, is subject to fines, penalties, and enforcement up to and including termination of service.

ARTICLE III. – SEWER USE

DIVISION 1. - GENERALLY

Sec. 36-103. - Use of public sewer required.

- (a) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the city, any human or animal excrement, garbage, or other objectionable waste.
- (b) It shall be unlawful for any person to discharge to any natural outlet within the city any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.

- (c) Except as otherwise provided in this article, it shall be unlawful for any person to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage, including privately owned wastewater collection, treatment, or disposal systems that: (1) serves more than one resident lot or business, (2) has a daily flow in excess of 2,000 gallons, or (3) flows between more than one parcel of tract or land.
- (d) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary sewer is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 60 days after date of official notice to do so, provided that said public sewer is within 200 feet of the property line.
- (e) Any deviation from subsection (d) of this section shall be approved by resolution of the Mayor and Council.



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

City of Norcross

Legislation Details (With Details)

File #:	20-5645	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/16/2020 6:30 PM	In Control:	Planning and Zoning
Title:	UDO Updates for Compliance with Georgia EPD and National Flood Insurance Program		

Sponsors:

Code Sections:

Attachments:

1. [Memo Flood language Adoption March 2020](#)
2. [Proposed Text Change to Ordinance XX-2020](#)

Title

UDO Updates for Compliance with Georgia EPD and National Flood Insurance Program

Drafter

Tracy Rye



Community Development and Planning

TO: Planning and Zoning Board
Mayor and Council

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

DATE: March 4, 2020

SUBJECT: Recommended changes to Norcross Unified Development Ordinance

CC: Rudolph Smith, City Manager

Background:

The City Engineer recently had meetings with the Federal Emergency Management Agency (FEMA) and they, along with the Georgia Environmental Protection Department (EPD) have recommended all local governments update their flood plain management definitions or ordinance language to the attached. In keeping with their proposal, the City Engineer proposes the attached amendments to the Norcross UDO.

Staff Recommendation:

The Community Development and Planning Department recommends approval of the changes as presented in the attached.

Ordinance XX-2020

An Amendment to the City Code or Ordinances

Chapter and Purpose: Appendix, Norcross Unified Development Ordinance, Various sections as noted.

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 edit the language as noted below, to delete those items shown as strikethrough and to add those items shown as underlined to provide for compliance with Georgia Environmental Protection Division and National Flood Insurance Program requirements:

Sec 102-2

The following words, terms and phrases, when used in this UDO, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Note that for floodplain management, specific definitions exist in Sect 404 which only relate to items applicable to that section.

Adjacent to the Future Conditions Floodplain means those areas that are at or lower in elevation than either three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher, unless the area is hydraulically independent (meaning absolutely no connection to the flooding source such as through pipes, sewer laterals, down drains, foundation drains, ground seepage, overland flow, gated or valved pipes, excavated and backfilled trenches, etc. with no fill or other manmade barriers creating the separation.

Violation means the failure of a structure or other development to be fully compliant with rules and regulations of this UDO. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Sec 202-2

FF: Car Washes

All newly constructed conveyor car washes shall install a recycled water system which captures and reuses water used in the wash or rinse cycles. A minimum of 50 percent of the water utilized shall be recycled. Car wash facilities, including hand car washes, shall utilize floor drains connected to the sanitary sewer system for collection and proper disposal of all wastewater.

Sec. 404-1.1 Definitions Specific to Floodplain Management

The following words, terms and phrases, when used in the context of floodplain management, shall have the meanings ascribed to them in this section:

Basement, for purposes of Article IV. Floodplain Management only, means any area of the building having its floor subgrade (below ground level) on all sides.

Building, for purposes of Article IV. Floodplain Management only, see definition for “Structure” in this section.

Elevated building means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

Existing construction, for purposes of Article IV. Floodplain Management only, means any structure for which the “Start of construction” commenced before October 24, 1974.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before October 24, 1974.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Structure, for purposes of Article IV. Floodplain Management only, means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Sec. 404-4. Applicability

This chapter shall be applicable to all areas of special flood hazard and all areas adjacent to the future-conditions floodplain with the city.

Sec. 404-9. Permit application requirements.

- A. No owner or developer shall perform any development activities on a site where an area of special flood hazard or an area adjacent to the future-conditions floodplain is located without first meeting the requirements of this chapter prior to commencing the proposed activity.

Sec. 404-10. Floodplain management plan requirements.

- A. An application for a development project with any area of special flood hazard or an area adjacent to the future-conditions floodplain located on the site will be required to include a floodplain management/flood damage prevention plan. This plan shall include the following items:
 - 2. Building and foundation design detail, including but not limited to:
 - c. Certification that any proposed nonresidential floodproofed structure meets the criteria in Section 404-21.B or 404-24.B ;

Sec. 404-12. Duties and responsibilities of the administrator

Duties of the Community Development Director shall include, but shall not be limited to:

- E. Review and record the actual elevation, in relation to mean sea level to which any new or substantially improved nonresidential structures have been floodproofed;

Sec. 404-20. General standards

In all areas of special flood hazard the following provisions apply:

- A. New construction and substantial improvement of principal buildings (residential or nonresidential), including manufactured homes, shall not be allowed within the limits of the future-conditions floodplain, unless all requirements of sections 404-16, 404-17 and 404-18 have been met;

Sec. 404-21. Building standards for structures and buildings within the future-conditions floodplain

The following provisions, in addition to those in Section 404-20, shall apply:

A. Residential buildings.

New construction and substantial improvement of principal buildings, including manufactured homes shall not be allowed within the limits of the future-conditions floodplain unless all requirements of sections 404-16, 404-17 and 404-18 have been met. If all of the requirements of sections 404-16, 404-17 and 404-18 have been met, all new construction and substantial improvements shall have the lowest floor, including basement, elevated no lower than three feet above the base flood elevation or one foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Section 404-20. E.

Sec. 404-21. Building standards for structures and buildings within the future-conditions floodplain

The following provisions, in addition to those in Section 404-20, shall apply:

B. Nonresidential buildings.

New construction and substantial improvement of principal buildings, including manufactured homes shall not be allowed within the limits of the future-conditions floodplain unless all requirements of sections 404-16, 404-17 and 404-18 have been met. If all of the requirements of sections 404-16, 404-17 and 404-18 have been met, all new construction and substantial improvements shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation or above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Section 404-20. E. New construction or substantial improvements that have met all of the requirements of sections 404-16, 404-17 and 404-18 may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions in this subsection (2), and shall provide such certification to the Community Development Director.

Sec. 404-21. Building standards for structures and buildings within the future-conditions floodplain

The following provisions, in addition to those in Section 404-20, shall apply:

- D. Standards for recreation vehicles. All recreational vehicles placed on sites must either:
 - 2. The recreational vehicle must meet all the requirements for residential buildings, substantial improvements (subsection A. of this section), including the anchoring and elevation requirements.

Sec. 404-21. Building standards for structures and buildings within the future-conditions floodplain

The following provisions, in addition to those in Section 404-20, shall apply:

- E. Standards for manufactured homes.
 - 1. New or substantially improved manufactured homes shall not be allowed to be placed within the limits of the future-conditions floodplain unless all requirements of sections 404-16, 404-17 and 404-18 have been met.

Sec. 404-22. Buildings standards for structures and buildings authorized adjacent to the future-conditions floodplain

A. Residential buildings. For new construction or substantial improvement of any principal residential building or manufactured home, the elevation of the lowest floor, including basement and access to the

building, shall be at least three feet above the base flood elevation or one foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Section 404-20. E.

B. Nonresidential buildings. For new construction or substantial improvement of any principal nonresidential building, the elevation of the lowest floor, including basement and access to the building, shall be at least one foot above the level of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Section 404-20. E.

Sec. 404-25. Standards for subdivisions

Standards for subdivisions shall be as follows:

D. All subdivision proposals shall be consistent with the need to minimize flood damage and shall be reasonably safe from flooding;

Sec. 404-25. Standards for subdivisions

Standards for subdivisions shall be as follows:

D. All subdivision proposals shall be consistent with the need to minimize flood damage and shall be reasonably safe from flooding;



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

City of Norcross

Legislation Details (With Details)

File #:	20-5669	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/16/2020 6:30 PM	In Control:	Policy Work Session
Title:	Fourth Amendment to Cooperation Agreement		

Sponsors:

Code Sections:

Attachments:

1. [G85GCID Cooperation Agreement - Amendment - Extension - 2020](#)

Title
Fourth Amendment to Cooperation Agreement

Drafter
Andrew Hixson

STATE OF GEORGIA

COUNTY OF GWINNETT

FOURTH AMENDMENT TO COOPERATION AGREEMENT

THIS FOURTH AMENDMENT TO COOPERATION AGREEMENT is made and entered into effective the 1st day of July, 2020, by and between **GWINNETT COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **CITY OF NORCROSS**, a municipal corporation created by the Georgia Legislature (hereinafter referred to as "Norcross"), the **CITY OF PEACHTREE CORNERS**, a municipal corporation created by the Georgia Legislature (hereinafter referred to as "Peachtree Corners"), and the **GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT BOARD** (hereinafter referred to as the "CID Board") (collectively referred to hereinafter as the "parties").

WHEREAS, on May 8, 2006, the Gateway85 Gwinnett Community Improvement District f/k/a Gwinnett Village Community Improvement District was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Ga. Laws 2001, p. 3709, as amended, all of which lies within Gwinnett County (the "District"); and

WHEREAS, State law requires that services and facilities concerning the District shall be provided for in a Cooperation Agreement jointly executed by the Board of Commissioners of

Gwinnett County, the Norcross City Council, the Peachtree Corners City Council, and the CID Board; and

WHEREAS, the current Cooperation Agreement expires in accordance with its terms after June 30, 2020; and

WHEREAS, the parties wish to extend the term of the Cooperation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the parties do hereby agree as follows:

1.

Section 15 of the Cooperation Agreement, as amended, is stricken and replaced with: "This Agreement shall terminate upon expiration of the life of the District, but in no event exceeding 50 years, and shall not be modified except by formal written action of the parties."

WHEREFORE, the parties have caused this Fourth Amendment to Cooperation Agreement to be executed under seal by authorized representatives of each entity effective on the day and year above set forth.

{Signatures on following pages}

ATTEST:

County Clerk

(SEAL)

APPROVED AS TO FORM:

County Attorney

WINNETT COUNTY

By: _____
Chairman
Board of Commissioners

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

THE CITY OF NORCROSS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

**THE CITY OF PEACHTREE
CORNERS**

By: _____
Mayor

**GATEWAY85 GWINNETT
COMMUNITY IMPROVEMENT
DISTRICT BOARD**

ATTEST:

Secretary

By: _____
Chairman

APPROVED AS TO FORM:

Attorney for Gateway85 Gwinnett
Community Improvement District



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

City of Norcross

Legislation Details (With Details)

File #:	20-5673	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/16/2020 6:30 PM	In Control:	Policy Work Session
Title:	Reconstruction of the Board, Authority, and Commission Policy and Procedures		

Sponsors:

Code Sections:

Attachments:

1. [Board Reconstruction Outline \(2-21-2020 Meeting\)](#)
2. [Board, Authority, & Commission Policies pdf](#)
3. [Board Applicant Flow Log](#)
4. [BAC's Chart 2020](#)

Title

Reconstruction of the Board, Authority, and Commission Policy and Procedures

Drafter

Monique Lang

Board Reconstruction Meeting

February 21, 2020

Next Scheduled Meeting: March 12, 2020 10:00AM-12:00PM



G.6.a

The following is an outline of essential components, created by staff, to be considered and incorporated in the board reconstruction process.

1. Application Process
 - a. Update Applications
 - b. Candidates may choose up to (2) boards
 - c. Relative experience and skills
 - d. Time and availability
2. Board Interviews Process
 - a. 1 interview panel (4 people)
 - i. Staff (1)
 - ii. Board Chair (1)
 - iii. Councilmember (2)
3. Selection Process
 - a. Background check on selected candidates
 - b. Board member training
 - c. Orientation package
 - d. Add board member photos (TBD)
4. Board Member Swear-In
 - a. Create an oath
 - i. Tracy will send over oath from Douglas County
 - ii. Monique will review current oath
 - b. Mayor will swear-in newly selected board members
5. Board Meeting Structure
 - a. Each board should have (1) delegated staff member
 - i. Determine which boards don't have staff: NPAC, Housing Authority, DGP
 - ii. Determine which staff members should be delegated to each board
 - iii. Determine which boards can meet during business hours
 - b. Board Condensing boards that have similar functions
6. Board Appointments
 - a. Two consecutive terms
 - b. Term Limits?
7. Board Member Training
 - a. Date: March 18th 9:00am-4:00pm
 - b. Facilitated by Tracy Rye
8. Mayor & Council Key Priorities
 - a. Create a priorities list
 - b. Board Chair meeting (twice per year)
9. Board Applicant Flow Log
 - a. Excel spreadsheet of applicants



Policies & Procedures

Boards, Authorities & Commissions

City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

POLICIES AND PROCEDURES

Application and Appointment Process

Applying to a Board, Authority or Commission (BAC)

Once a year, in January, the City will issue a call for all interested applicants. Vacancies for the positions will be advertised by City staff in the local newsletter and social outlets. Should there be a lack of applications, an additional call for applicants will be issued.

Individuals interested in serving on a City BAC must complete the "City of Norcross Appointed Boards/Authority/ Commissions Application", indicating which BAC they would like to apply for, limited to the applicants top two BAC choices. This application can be obtained from the City Clerk's Office and returned there upon completion. The application will be held on file by the Clerk for two years. It will be considered by the City Council if an opening in the applicable BAC becomes available in the future.

Eligibility to apply and serve on a BAC varies based on their bylaws and authorizing legislation. Several BAC require residency within the City of Norcross; see the Boards and Commissions list in the appendix for the eligibility requirements of a particular board or commission.

Appointment Process

The City Clerk's Office gathers new applications and contacts all applicants previously on file to confirm whether they are interested in serving on that board. After gathering and verifying applications, the City Clerk will forward them to the Review Board. The review board, comprised of two Councilmembers, one staff liaison and the BAC chair, will review all applications and then make an appointment at the next Regular Council Meeting.

Special appointments take place following a resignation. The City Clerk's Office will send a letter of appreciation to the outgoing BAC member and a notice to the newly BAC member.

Background Check

The City of Norcross will conduct a Criminal Background Check prior to the appointment to a board or commission.

Oath of Office

Before new board members, commissioners, and committee members can participate as voting members of the swearing-in ceremony will take place at the next Regular Council Meeting. Newly appointed members will be sworn in by the Mayor.

Term of Service

Each BAC has different terms of service based on their bylaws and authorizing legislation. Typically, each BAC member will serve between two-five year terms; Please see the BAC chart in the appendix for the term of service for a BAC.

Reappointment Process

Each year in January, all interested BAC members whose terms are set to expire must complete a "City of Norcross Reappointment Application." The application will confirm the BAC member's interest to continue or discontinue service. Reappointments are not automatic. The Review Board will evaluate all applications from new applicants and the existing BAC member and then make an appointment or reappointment.

Resignation

Any board member that intends to resign must forward a letter to their BAC chair, who will then forward that letter to the City Clerk. The resignation letter will then be forwarded to the Mayor and Council for their knowledge. If a BAC member resigns before their term expires, a replacement member will be appointed via the process listed above to serve the remainder of the term. Once appointed, the replacement member will serve the remainder of the unexpired term in addition to the upcoming term.

Structure of BAC

Most BAC are structured to consist of a chairperson, Councilmember, and a staff liaison. Once a year, the BAC will elect its officers. For all BAC this will include the election of a chairperson, while some boards will elect secretaries and other officers as outlined in their bylaws.

Board /Authority/ Commission Chairperson

The Chair of each BAC is a voting member whose duties include:

- May assist staff in preparing meeting agendas
- Running board/authority/commission meetings
- Serving as the contact person for staff liaison to the board/authority/commission
- Keeping board/authority/commission discussions on topic
- Ensuring all points of discussion are clear and understood
- Minimizing conflict and developing board/authority/commission consensus
- Summarizing discussion and clarifying what decisions were made
- Ensuring, when appropriate, all individuals (board/authority/commission members and citizens) are given a chance to speak

The Chair of a BAC is also usually the representative at the City Mayor & Council meetings when a report is made. This is not a formal duty of the Chair, but he or she will typically fulfill it.

City Council Liaison

The Mayor appoints a member of the City Council to each BAC as a non-voting council liaison. Council liaisons do not count toward a quorum. The role of the council liaison is to communicate the City Council's needs, policies, and interests to the members of the BAC and to communicate back to the City Council recommendations and discussions held by the BAC. (Work on verbiage) This ensures thorough communication between the elected officials and the members of the BAC.

City Staff Liaison

Assigned by the City Manager, most BAC will have a City staff liaison who, in either a formal or informal capacity, will serve as the staff contact for the BAC. The role of the staff liaison is to support the BAC in fulfilling their duties by assisting with their training and experience in local government operations and their functional capacity. Duties may include:

- Attending meetings of the board/authority/ commission
- Providing factual information to assist members with decision making and formulate their advice to present to the Mayor & Council
- Assisting in the preparation of meeting agendas and/or minutes
- Arranging times and locations for BAC meetings (if necessary)
- Researching issues and preparing reports for the board, authority, or commission BAC
- Ensuring compliance with Georgia Sunshine Laws
- Serving as the point of contact between BAC, Mayor & Council and City staff
- Ensuring reports to the Mayor and Council are reflective of BAC consensus
- When necessary providing alternate reports to the Mayor and Council as a staff recommendation.

While BAC are expected to work closely with the staff liaison, they have no authority to direct the work of staff or assign staff to a task; this authority lies with the City Manager. If a board feels they are receiving insufficient staff support, they should contact the City Manager.

OTHER CONSIDERATIONS

Training and Orientation

For all newly appointed BAC members, City staff will provide an orientation and training session that includes a review of enabling legislation for that BAC, Rules of Order, historical perspectives on work of the BAC, and any other material appropriate to the work of the particular BAC such as bylaws, traditional practices, etc.

Beyond this initial orientation, BAC committee members are strongly encouraged and may be required to attend training that enhances their ability to serve effectively. The increasing complexity of municipal operations and the potential for legal challenges to recommendations and decisions made by appointed and elected officials make it increasingly important for members to receive proper training to carry out their roles and responsibilities. All training must be organized and provided by the City or otherwise authorized by City.

The continuing education efforts of all BAC members will be a consideration for reappointment.



Board Applicant Flow Log

APP #	APPLICANT NAME Last, First	APPLICANT ADDRESS	Res./Non Res.	APPLICANT PHONE	APPLICANT EMAIL	APPLICANT RESUME Link – if applicable	BOARD TYPE (Option 1)	BOARD TYPE (Option 2)	DATE APPLIED	DATE OF CONTACT	APPOINTMENT DATE	APPLICATION STATUS	NOTES
1									00/00/00	00/00/00			
2									00/00/00	00/00/00			
3									00/00/00	00/00/00			
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BOARD	DESCRIPTION	MEMBERS	RESIDENCY REQUIRED?	TERM	MEETING DATE	TIME/LOCATION
Architectural Review Board (ARB)	The Architectural Review Board is an advisory body to the Planning Commission, which is responsible for reviewing architectural and landscaping design for all new commercial and multi-family residential projects, major commercial remodels and administrative design review applications while ensuring the preservation of existing areas of natural beauty, cultural importance and assuring that buildings, structures, signs or other developments are in good taste, good design, harmonious with surrounding developments.	5 Community Members 1 Councilmember 1 Staff Member	Minimum of 3 residents.	3 Years	3rd Tuesday of the month	6:00 pm City Hall Second floor conference room
Discovery Garden Park (DGP)	The Discovery Garden Park Commission serves for the purpose of enriching our community through the discovery, enjoyment and celebration of the natural world that sustains us and inspires life-long curiosity, understanding, and appreciation of nature through gardening, education and demonstration.	7 Community members 1 Councilmember 1 Staff Member	A minimum of four members shall be citizens of the city.	2 Years	2nd Tuesday of the month	6:00 pm Discovery Garden Park
Downtown Development Authority (DDA)	The Downtown Development Authority supervises the Norcross Downtown Development Authority (DDA). The Authority was created to promote the economic growth of the downtown area. It collects revenue from all local jurisdictions that levy a tax in the DDA district. The DDA also has the power to assess a tax on the downtown property owners. The Authority works closely with downtown business owners to promote the downtown community.	7 Community members 1 Councilmember 1 Staff Member	Directors shall be either a taxpayer residing in the city or an owner or operator of a business located within the downtown development geographic area or a taxpayer residing in the county.	4 years	1st Thursday of the month	6:00 pm City Hall Second Floor Conference Room
Historic Preservation Commission (HPC)	The purpose of the Historic Preservation Commission is to implement the City’s historic preservation regulations, which promote the cultural, economic, educational and general welfare of the people of the city and of the public generally through the preservation and protection of historically or architecturally worthy structures.	5 Community members 1 Councilmember 1 Staff Member	All members shall be residents of the city, or the owner of a property in the historic district. resources.	3 years	4th Wednesday of the month (Quarterly)	6:30 pm City Hall Second Floor Conference Room
Housing Authority	The mission of the Housing Authority is to provide safe and sanitary dwelling accommodations in the City of Norcross to persons of low income at rental rates that they can afford.	5 Community members 1 Councilmember 1 Staff Member	No residency required.	5 years	Meets when necessary	
Norcross Public Art Commission (NPAC)	The mission of the Norcross Public Arts Commission is to cultivate a growing, creative arts community and to promote continuous growth and development of our neighboring cultural resources. NPAC was created by the City Council and is charged with advising Mayor and City Council on policies and issues pertaining to the arts and culture in Norcross. The NPAC also serves as an umbrella organization supporting art and cultural organizations within the City.	7 Community members 1 Councilmember 1 Staff Member	A minimum of four members shall be citizens of the city.	5 years	4th Tuesday of the month	6:30 pm City Hall Second Floor Conference Room
Planning & Zoning (P&Z)	The mission of the Planning & Zoning Board is to be advisory in nature and view all matters before them in full recognition of the criteria set forth in the city land use plan. The P&Z Board makes recommendations to the City Council on rezoning applications, special use permits, and changes to the City’s Comprehensive Plan and Unified Development Ordinance. The recommendations of the board are not binding, but rather they are meant to allow a full discussion and analysis of a request or project prior to the final decision of the Mayor and Council.	5 Community members 1 Councilmember 1 Staff Member	All members Shall be residents of the city.	4 years	1st Wednesday of the month	6:30 pm City Hall Second Floor Conference Room
Sustainable Norcross Commission	The purpose of The Sustainable Norcross Commission is to educate the citizens and advise the mayor and council regarding sustainability and environmental matters through development of a city sustainability plan and regular communication.	7 Community members 1 Councilmember 1 Staff Member	A taxpayer residing in the city, or an owner or operator of a business located within the city and a taxpayer residing in the county; or a person having expert qualifications	2 years	2nd Wednesday of the month	Site as available
Tree Preservation Board (TPB)	The Tree Preservation Board is established to assist the Community Development Department in interpreting and enforcing the provisions of the Tree Protection, Buffers and Landscape Ordinance in the City’s Unified Development Ordinance (Article V, Chapter 200) and to advise the mayor and City Council on matters pertaining to the preservation of trees and conservation of tree canopy cover within the city.	5 Community members 1 Councilmember 1 Staff Member	Residents or property owners of the city, except that up to two members may be nonresidents or non-property owners with professional expertise in arboriculture or horticulture or the land development/construction.	3 years	2nd Wednesday of the month (Bi-monthly)	10:00 am City Hall 2nd Floor Conference Room
Zoning Board of Appeals (ZBA)	ZBA is charged with hearing variance requests from the Zoning Ordinance. Some examples of requests typically heard by the board includes requests to modify building setback requirements, height limitations, and parking requirements. The board also hears requests for special exception requests and appeals to the interpretation and administration of the Zoning Ordinance.	5 Community members 1 Councilmember 1 Staff Member	Members must reside within the corporate limits of the city.	4 years	4th Thursday of each month	6:30 pm City Hall Council Chambers

Attachment: BAC's Chart 2020 (20-5673 : Reconstruction of the Board, Authority, and Commission Policy and Procedures)



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

City of Norcross

Legislation Details (With Details)

File #:	20-5670	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/16/2020 6:30 PM	In Control:	Policy Work Session
Title:	Historic Building Preservation		

Sponsors:

Code Sections:

Attachments:

1. [Madison TDR Program Summary](#)

Title
Historic Building Preservation

Drafter
Josh Bare

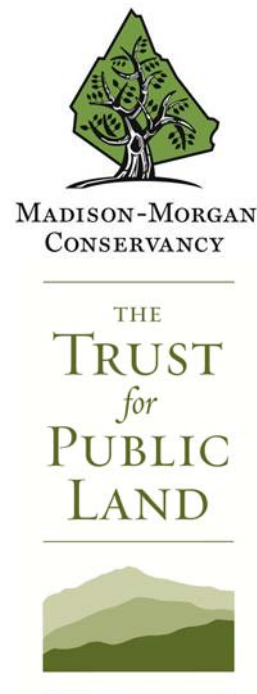
City of Madison | TDR Program

A GREENSPACE GROWTH INITIATIVE

Public Policy Roots

In 2004, Madison's **Joint City-County Comprehensive Plan** identified a new potential planning tool: Transferrable Development Rights (TDR). The concept was first introduced during the in tandem production of the **Greenprint**, a countywide environmental planning initiative sponsored in part by the Madison-Morgan Conservancy and the Trust for Public Land.

In 2009, Madison expended additional funds creating a **Greenprint Addendum**, micro-planning for the municipality and endorsing the use of a TDR ordinance. To craft and tailor an ordinance for the City, the Madison Planning Department worked closely with both the Madison-Morgan Conservancy and the Greenspace Conservation Commission (GCC), the citizen board for environmental issues. The Mayor and City Council adopted the **TDR Ordinance** in May 2014, creating this severable property right and establishing a pilot TDR program.



Ordinance & Aims

Commonly, TDR programs enable property owners in designated “sending areas” to sever and sell development rights which may be purchased by property owners and/or developers for designated “receiving areas,” thus redistributing density within a community. Receiving areas are those well suited for denser development, and sending areas typically have agricultural, historic, or environmental values which a community desires to preserve. The TDR tool combines strategic planning and financial incentives to accommodate growth while protecting community assets.



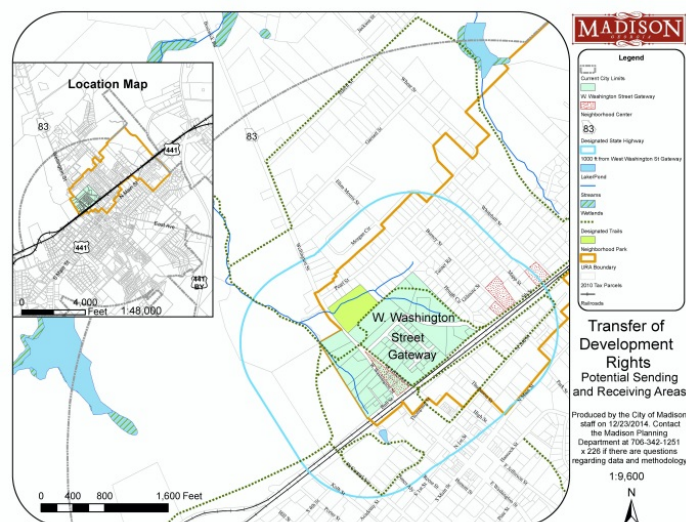
Georgia had two cities with such ordinances – Atlanta (protecting historic sites, e.g. Margaret Mitchell House) and Chattahoochee Hill Country (protecting pastures/openspace and creating village centers). In 2014, the cities of Milton (pop. 36,000) and Madison (pop. 4,000) adopted TDR ordinances.

Traditionally, TDR programs have been utilized on a large scale to conserve swaths of prime agricultural lands or congregate natural resources. Madison's TDR program concentrates on the protection and connection of vital pockets of natural habitat, riparian areas, and greenspace within an existing built environment and hopes to serve as inspiration for other exurban, developed areas.

A Pilot Program

TDR ordinances engage proactive planning and can also be somewhat intimidating to initiate. Thus Madison's elected body opted to select a specific pilot area to test drive the new tool.

In 2011, Madison had adopted a downtown **Urban Redevelopment Plan (URP)**, encompassing 400 acres abutting downtown to address slum and blight conditions. Since the URP identified TDRs as a desired planning tool, its W. Washington St. Gateway subarea was identified as the ideal pilot area.



Leading by example, the City expressed willingness to capitalize and establish a **TDR Bank** (later formed from GCC membership and two ex-officio citizens). The Planning

Department suggested capitalization in the form of TDRs, resulting from the establishment of permanent conservation easements on public lands, both long held and newly acquired. As state law restricts who can hold conservation easements, creative solutions and outside assistance were essential to answer: first, who to hold the easements, and second, how to fund associated project and stewardship fees.

Unfortunately, the local conservancy does not currently hold easements. Although eligible to hold easements, the City could not both own a property and hold its easement (thus “police itself”), nor could its appointed body, the GCC. Having no interest or use for the potential tax credits, the City did explore the possibility of creating a single purpose 501(c)(3) to hold city-only easements, but this course of action was discarded as clumsy, time consuming, and unsustainable at present.



Willing, yet challenged, to test drive its own TDR Program, the City looked up the road to the **Athens Land Trust (ALT)**. ALT agreed to collaborate and contribute its support, expertise, and funding. ALT assisted the Planning Department with appraisals and program logistics; secured a \$26,000 Riverview Foundation Grant to offset project and stewardship fees (\$40,000 total); and contributed \$6,000 in in-kind services to create the Baseline Documentation Reports and Conservation Easements for four parcels, protecting 25 acres of sensitive environmental resources.

From Paper to Practice

Three of the first four parcels permanently protected by conservation easement encompass:

Round Bowl Spring (1.4-acre tract adjacent to the city's original water source and Downtown Madison, with walking trails, native plants, spring runs, and a stream); **Presidents Park** (2.5-tract of bottomland hardwood forest containing a tributary of Horse Branch and the future site of vital greenspace and recreation for an underserved neighborhood); and, **Pritchard Farm** (19-acre tract of Oak-Hickory-Pine forest and successional meadow, a portion reserved for the City's future rural cemetery expansion). The fourth conservation easement – established by the Downtown Development Authority (DDA), the City's urban renewal agency – is **Tanyard Branch** (3-acre tract of bottomland hardwood forests and its namesake water source). All four parcels will be open to the public for passive recreation and include walking trails, the first components in a planned 40-mile city-wide network connecting downtown, neighborhoods, parks, and places of assembly.

The First Transaction

While conserving 25 acres, Madison also directed growth to a preferred location.

The first receiving site met all the TDR parameters, including proximity to transportation, a commercial nexus, and a neighborhood park. The 3-acre tract was only viable for 12 residential units under current zoning. Developers purchased an additional 32 development rights to construct 44 affordable, senior housing units. Silver Lakes Court will also be Madison's first LEED building.

(DDA facilitated this public-private investment via property assembly of a former trailer park and a dilapidated property's backyard, predevelopment activities, and project assistance; however, the key to the transaction was the existence and availability of TDRs).



*View from the Anchorage – 555 Fifth Street
Parallel Housing, Inc., Athens, GA*

Retrofitting the Emerald Necklace

Clearly, the initial transaction demonstrates that instead of merely gifting density via zoning action, a TDR Program enables both greenspace and growth. The City proactively tested its own policy, engaging planners and citizen planners, as well as other agencies and non-profits with expertise. Madison's planning track record integrates and layers public policy to yield better results. Moving forward, the City's TDR Bank will serve as the City's easement holding agency for non-tax credit projects and private market transactions, establishing fees for program sustainability. Over time, Madison's TDR Ordinance has the potential to reverberate beyond our small town, offering a model for other communities interested in balancing greenspace and growth initiatives.