City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Agenda

Monday, March 20, 2023

6:30 PM

2nd Floor Conference Room

Policy Work Session

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

A. Roll Call (recorded)

B. Citizen Input

C. General Updates

*Auditor's Report - J. Chris Hollifield, Rushton, LLC, Managing Partner

D. Board Updates

* Board updates scheduled for this month have been rescheduled to the April 3, 2023, Council Meeting.

Parks, Green Spaces, and Trails Commission Update - Tixie Fowler

Planning & Zoning Board Update- Jim Poteete

E. Council- General Discussion

F. Board Appointments

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

Historic Preservation Commission (HPC)

Sustainable Norcross Commission (SNC)

Norcross Housing Authority (NHA)

G. City Manager's Report

H. Items for Discussion

1. **23-6693** **Funding Request from Norcross Library Founders Club**

A request by the Norcross Library Founder's Club for funding of up to $2,000 to help reduce the cost of our two events in April.

1. Rectory event on April 22nd; 6-9 PM

2. Open House, April 30th: all of Norcross is invited to LWP for a drone photo and Open House at the library; 2-5 PM

Agenda Report - Fund Request - Norcross Library Founder's Club

Community Sponsorship Application - Norcross Library Foundation

2. **23-6694** **Public Safety Building Timeline Options**

Approve fee proposal from Croft and Associates for architectural and engineering services for design development, construction documents and construction administration concerning the proposed police and courts public safety facility.

Agenda Report - Public Safety Building Timeline Options

Timeline Options For Design To Construction, Explanation Of Option

Fee Proposal - CROFT and Associates

3. 23-6697

Johnson Dean Forest Preserve Direction

A recommendation that the City Council provide staff and Tree Preservation Board direction on the three items presented below as they relate to Johnson Dean Forest Preserve:

1: Implementation of any or all of the improvements shown on the recently completed plans for Johnson Dean Forest Preserve;

2: Installation of a permanent or temporary foot bridge across the creek to replace the eroded natural crossing that currently exists;

3: Timing of negotiations to extend the trail network from Johnson Dean Forest Preserve toward Holcomb Bridge Road and authorization of the City's representative in such matters.

Agenda Report - Johnson Dean Forest Preserve Direction

Opinion of Probable Cost for Johnson Dean Forest Preserve Project

One Page Layout of Plan for Johnson Dean Forest Preserve

4. 23-6698

Abandonment of Garner Street

A recommendation that the City Council make a determination that Garner Street, as more particularly described in the resolution, will no longer be of use to the public or the City and formally abandon the street. Further, that City Council authorize the Mayor to execute any quit claim deed or other instrument necessary to memorialize the abandonment in the title records.

Agenda Report - Abandonment of Garner Street

Resolution (Including Plat Map)

Notice to Surrounding Property Owners

5. 23-6699

Employee Referral Program for City Staff

Approve an Employee Referral Program (ERP), described below, through which current employees are compensated when someone they recommend for employment joins the City of Norcross.

Agenda Report - Employee Referral Program for City Staff

6. 23-6702

Stormwater Pipe Replacement ITB

A recommendation for Mayor and Council to approve the solicitation for an Invitation to Bid (ITB) for stormwater pipe replacement.

Agenda Report - Stormwater Pipe Replacement ITB

A1) PWUP ITB 23-18

A2) Location Maps of Stormwater Pipes to be Replaced

7. 23-6707 **RFP for Auditing Services**

Approve the release of a Request for Proposals (RFP) for audit services.

Agenda Report - RFP for Auditing Services

Draft Request for Proposals for Audit Services

8. 23-6695 **FY22 Final Budget Adjustment**

Approve a final adjustment to the FY22 budget to ensure compliance with state regulations and the city charter.

Agenda Report - Approval of a Final Budget Adjustment for FY22

Proposed Budget Adjustment

9. 23-6700 **Norcross Electric Vehicle (Trolley)**

Repair and sell the Electric Vehicle as it is not suitable for our community's terrain or transportation needs.

Agenda Report - Norcross Electric Vehicle (Trolley)

Signed Proposal Showing Electric Vehicle Cost & Specifications

Pre-Delivery Client Disclosure

2022 Repair Invoices

West Georgia Golf Carts Quote - Current Repairs

10. 23-6701 **Affordable Housing Developer Recommendation**

Authorize city staff to draft a letter of support for Walton Communities, the development team that the Norcross Housing Authority is partnering with to redevelop its property off Mitchell Road.

Agenda Report - Affordable Housing Developer Recommendation

Site Plan

Developer Application - Walton Communities

11. 23-6646 **Parking Study Update**

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

Agenda Report - Parking Study Update

Parking Survey - Downtown Businesses

Summary - Norcross Parking Study

Parking Implementation Program

Downtown Norcross Parking Study - March 2019

12. 23-6696 **Parks, Green Spaces, and Trail Master Plan Award**

A recommendation by the Parks, Green Spaces and Trails RFP Review Committee (City Staff and PG&T members) to approve the award of the RFP for the Parks, Green Spaces, Trails Master plan to Perez Planning + Design, LLC.

Agenda Report - Parks, Green Spaces, and Trail Master Plan Award

A1) Parks, Green Spaces and Trails RFP

A2) Perez Planning + Design, LLC Proposal

13. 23-6680 **City of Ethics Recertification**

Re-adopt a resolution establishing the five ethics principles to achieve re-certification as a City of Ethics by the Georgia Municipal Association and authorize the Mayor to request re-certification.

Agenda Report - City of Ethics

City of Ethics program resolution for re-adoption

City of Ethics program resolution adopted on January 6, 2020

City of Norcross Proposed Code of Ethics

14. 23-6703 **Other Postemployment Benefits (OPEB)**

Appropriate a $1 million drawdown of the $8.95 million unassigned fund balance in the General Fund to facilitate a $1 million contribution to the City's Other Postemployment Benefits (OPEB) irrevocable trust fund established through GMA.

Agenda Report - Other Postemployment Benefits (OPEB)

Current Actuarial Report

15. 23-6704 **Authorize a New Position – Enterprise Business Manager**

Authorize a new senior position reporting to the City Manager to serve as Enterprise Strategic Business Manager for the development, analysis, and management of enterprise/utility rates and fees for the City's three enterprise operations: electric, solid waste, and stormwater, and to provide strategic management to those operations through the development of short= and long-term business strategies for each enterprise.

Agenda Report - Authorization of Enterprise Strategic Business Manager Position

16. 23-6705 **Non-Profit Funding Request - Norcross High School Football Team**

Authorize $5,000 in funding from the Mayor and Council's budgeted contingency for reimbursement of expenditures on behalf of the Norcross High School football team by the Touchdown Club, or for direct expenditures on behalf of the football team.

Agenda Report - Non-profit Funding Request

17. 23-6706 **City Manager Contract**

Authorize changes to the existing city manager employment contract, which currently expires October 31, 2023.

Agenda Report - City Manager Contract

Current City Manager Contract

Red-line Changes

City Manager Contract V.3.1 with changes saved

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

J. Signed by: ___________________________________ Mayor Craig Newton

K. Attest: _________________________________ Monique Philip, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	23-6693	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Funding Request from Norcross Library Founders Club		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Fund Request - Norcross Library Founder's Club
2. Community Sponsorship Application - Norcross Library Foundation

Title
Funding Request from Norcross Library Founders Club

Drafter
Chuck Paul

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

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

Agenda Report

To: Mayor and Council

From: Chuck Paul, Norcross Library Founders Club

Meeting Date: March 20, 2023, Policy Work Session

Item No.: 23-6693

Title: Funding Request from Norcross Library Founders Club

CC: Eric Johnson, City Manager

Recommendation – A request by the Norcross Library Founder's Club for funding of up to $2,000 to help reduce the cost of our two events in April.

1. Rectory event on April 22nd. 6-9 PM

2. Open House, April 30th: all of Norcross is invited to LWP for a drone photo and Open House at the library. 2-5 PM

Background – The Norcross Library Founder's Club was formed to team up with a non-profit arm of the Gwinnett County Library system. The monies donated to our group will help purchase items for OUR library not funded by the county. As our library is still new, there are many needs. We also (via the Open House) want to showcase all the programs and unique offerings, such as dual language classes, computer classes, learning labs, 3D printers, and much more.

Financial Impact – Up to $2,000

Consistent with Comprehensive Plan? Absolutely, our library is a source of reading and learning for ALL the children in the Norcross area AND the most utilized library in Gwinnett County. It will speak volumes for the next generation, the better educated our children are.

Next Steps – Approval, at the Mayor and Council Meeting, Monday, April 3rd, 6:30 PM

Attachments – Community Sponsorship Application - Norcross Library Foundation

Update – NA.

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

City of Norcross Community Request for Funding Form

Please complete the following form, giving as much information as possible.

Section 1: Contact Information

Name of organization:	**The Norcross Library Founder's Club**
Address:	**5735 Buford Highway, Norcross, 30071**
Main contact:	**Chuck Paul**
Position in organization:	**Group Leader**
Address (if different from above):	**110 N. Barton St. Norcross, 30071**
Email:	chuck_paul@bellsouth.net
Daytime telephone number:	**404-285-0921**

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes □ **No X**

If no, does your organization have a constitution/ rules which it follows? Yes* □ **No X**
*If yes, please include a copy in your application.

2.2 Who does this organization support/benefit?

Our Founder's Club will support ALL of the individuals (especially the children) who utilize our new facility on Buford Highway. The monies that we raise will assist our local library to have additional items that will not be in the County's budget.

Note: City of Norcross seeks to support charities, non-profit organizations and community groups whose impact pursues to provide positive community development but will view any application form on a case by case basis.

2.3 What are the aims of this organization and what kind of activities/projects does it run? ***Our aim is to raise at least $15,000 for this campaign.***
2.4 Description of how the Donation Request Amount will be of benefit to the Norcross Community? **The Donation request will minimize the outlay of funds needed to not only to organize/plan and have a successful Open House at LWP and at the Library on April 30th. It will also defray the cost of the Rectory event on April 22nd where we will thanks all of our new Founder's Club members.**

Section 3: The Need

3.1 How much funding is the organization requesting for the Donation? ***We are requesting $2,000 to offset our likely expenses***
3.2 Does this Funding from the City of Norcross include Sponsorship for the organization? Yes ☐ No ☐ If yes, please explain the current sponsorship display format: (Example: City of Norcross Logo in the weekly bulletin?)

Section 4: Confirmation

For our information please specify where you heard about City of Norcross funding initiative: ***Being a City Council member in the past, I was aware of City Sponsorships***
For us to process your application please ensure you have: • Answered all questions on this form • Signed the form • Enclosed a copy of your constitution/non-profit designation if necessary

By signing below, you are confirming: • **You have read and understood the City of Norcross Funding Request Guidelines.** • **All the information supplied in this donation application is correct.** • **The Management Committee (or equivalent) of the organization have agreed to the submission of this application.**	
Signature:	Chuck Paul
Print name:	**Chuck Paul**

Date:	3/12/2023

City of Norcross Administrator only: Verifies that a City of Norcross Admin has reviewed this application form.	
Signature:	
Print name:	
Date:	

City of Norcross

Legislation Details (With Details)

File #:	23-6694	**Version:**	
Type #:	Agenda Item	**Status:**	
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Public Safety Building Timeline Options		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Public Safety Building Timeline Options
2. Timeline Options For Design To Construction, Explanation Of Option
3. Fee Proposal - CROFT and Associates

Title
Public Safety Building Timeline Options

Drafter
Bill Grogan

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: March 20, 2023 – Policy Work Session

Item No.: 23-6694

Title: Public Safety Facility timeline options, design/construction fee proposal

CC: Eric Johnson, City Manager

Recommendation

Approve fee proposal from Croft and Associates for architectural and engineering services for design development, construction documents and construction administration concerning the proposed police and courts public safety facility.

Background

Staff was tasked with identifying potential timelines for the completion of the new public safety facility. Attachment (1) shows four timeline possibilities developed in conjunction with our contracted architectural firm, Croft and Associates. After consultation with legal, staff believes option 1, construction manager at risk (CMAR), is the most effective means of completing this project and continuing with Croft alleviates the delay caused by starting over with space programming and all preliminary design work completed to this point by Croft.

Financial Impact

$979,700 for design development, construction documents, and construction administration of City of Norcross combined Police/Courts Public Safety Facility.

Consistent with Comprehensive Plan?

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

Next Steps

Council approval/vote

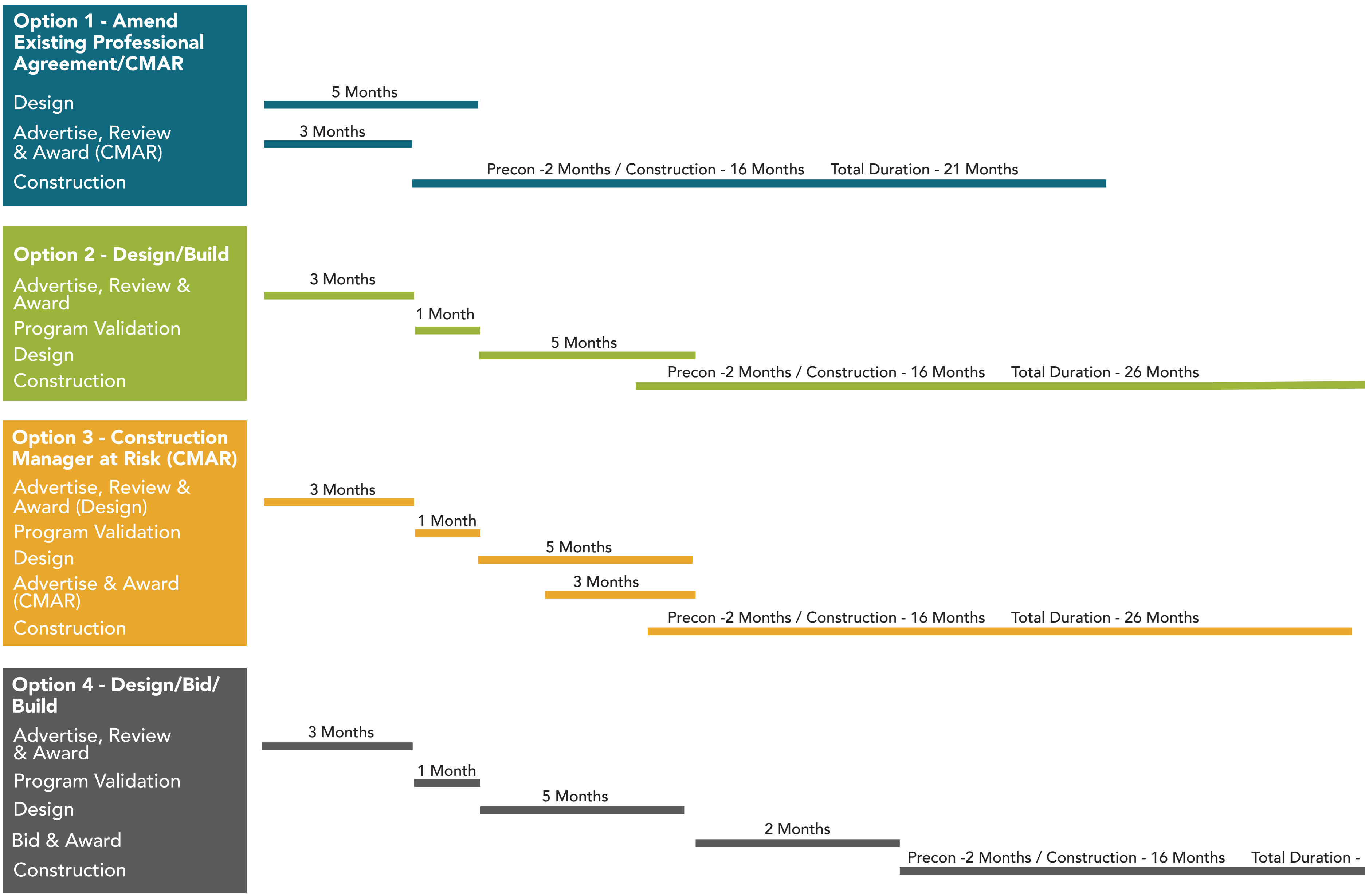
Attachments

1) Timeline options for design to construction, explanation of options
2) Fee proposal – CROFT and Associates

Update

CROFT

CITY OF NORCROSS POLICE & COURTS TIMELINE



CROFT

February 13, 2023

Mr. Chief Grogan
Chief of Police
City of Norcross Police Department
65 Lawrenceville Street
Norcross, GA 30071
bgrogan@norcrosspd.com

RE: City of Norcross Police & Courts
Timelines for Alternate Methods of Project Delivery

Chief Grogan:

As requested, we have developed a timeline (attached) that outlines the potential timeframe associated with each project delivery option.

Option No. 1 – Amendment Professional Agreement/CM@Risk

Option No. 1 entails the amendment of our current agreement for providing professional services to design a new Police Headquarters for the new Police and Courts facility based on the concept sketches. There are three main advantages as outlined below:

- We can begin designing the new facility once the original contract is amended.
- We are familiar with all the stakeholders and have been working with the City of Norcross for the past 2 ½ years on this project.
- Saving several months in overall schedule.

Our current contract for the new Police Headquarters is $190,700 (including reimbursable) of that amount we have only realized $17,900. We have three add services under our current contract for the following services:

- Courts programing - $3,460
- Police & Courts Concept - $7,800
- Concept Renderings - $7,750

As illustrated, the demolition of the existing library and site prep is shown in the overlap with the design process and the start of construction.

Option No. 2 – Design-Build

Option No. 2 entails first advertising and awarding a design build contract to a general contractor. We (Croft) have delivered several projects successfully using this delivery method. One item that should be noted is the architect works for the general contractor and not the City of Norcross. The process of selection of a Design-Builder takes a little longer than other construction procurements as it takes time to prepare a good scope of work and solicitation of services, to review, shortlist and interview design-build teams and to finalize contracts. As illustrated the demolition of the existing library and site prep is shown in the overlap with the design process and the start of construction.

Option No. 3 – Construction Manager at Risk (CMAR)

Option No. 3 entails advertising first for the design professional services and a second advertisement for the CMAR. We (Croft) have delivered several projects successfully using this delivery method. In this option, the design professional and the CMAR have separate contracts with the City of Norcross.

As illustrated the demolition of the existing library and site prep is shown in the overlap with the design process and the start of construction.

Option No. 4 – Design-Bid-Build

Option No. 4 entails advertising first for the design services. Once the design documents have been completed, you would issue them for Bid. Once the bidding review and contract period has been completed, demolition and new construction could begin. This delivery option entails the longest timeline and is frowned upon by many reputable contractors, especially for this size project.

Chief Grogan, thank you for the opportunity to submit these timelines of different delivery methods. Should you have any questions, please do not hesitate to give me a call.

Sincerely,

CROFT & Associates, Inc.

Earl Smith
Vice President, Local Government

cc: Mr. Eric Johnson

Attachment: Timeline Options For Design To Construction, Explanation Of Option (23-6694 : Public Safety Building Timeline Options)

CROFT

February 27, 2023

Chief Bill Grogan
Chief of Police
City of Norcross Police Department
65 Lawrenceville Street
Norcross, GA30071
bgrogan@norcrosspd.com

RE: Fee Proposal
City of Norcross Police & Courts Facility

Chief Grogan:

We are pleased to submit this proposal to amend our existing agreement to provide architecture and engineering services for the project referenced above. We look forward to working with you to accomplish this exciting project.

This proposal is based on our programming studies completed for the City of Norcross Police Department (dated 11/05/20), City of Norcross Police & Courts updated program (dated 05-03-22), Concept rendering (police only – dated 5/27/21), and concept rendering Police & courts dated 01/18/23).

PROJECT SUMMARY
The project is the development of construction documents for the new Police Headquarters and Courts facility for the City of Norcross, based on the program information gathered and the conceptual sketches developed outlined above.

SCOPE OF SERVICES
Design services will be divided into three phases: Schematic Design, Design Development, Construction Documents and Construction Administration.

- **Schematic Design**
  Initially this phase will be to refine the concept renderings and to develop a conceptual floor plan to ensure it captures the goals of the City of Norcross. Once the conceptual phase is approved we will be focused on fully understanding the regulatory requirements of the Authorities Having Jurisdiction (AHJ) and their process for review and approval of this project. The goal of the schematic design phase will be preliminary approval by the AHJ. Client approval of the schematic plans and front elevation will be required to proceed to the Design Development phase.

  Deliverables for Schematic Design phase will be as follows:
  - Site Plan
  - Floor Plan
  - Exterior Elevation(s)

- **Design Development**
  The Design Development phase consists of further development of the design documents in accordance with the approved Schematic Design. The design team will produce drawings that include floor plans, roof

plan, building section, major interior elevations, exterior elevations, finishes and typical wall sections. The overall structural system as well as the mechanical, electrical and plumbing systems will be defined in drawing and narrative form. The drawings will be presented for your review, comment, and approval.

- **Construction Documents**
  The approved Design Development drawings will be the basis for the Construction Documents. In general, CROFT will prepare Construction Documents in sufficient detail for permitting with the Authorities Having Jurisdiction and for construction of the new building.

  Design services that will be performed for this phase will include:
  - Architecture
  - Interior Design
  - Civil Engineering
  - Structural Engineering
  - Mechanical/Plumbing Engineering
  - Electrical Engineering

- **Construction Administration**
  Services performed during this phase will include:
  - Sixteen (16) site visits (total) to observe construction progress – Owner/Architect/Contractor (OAC) meetings; Twelve (12) visits by the Architect and one (1) each by the Civil and Structural Engineers; two (2) by the Electrical and Mechanical Engineers; one (1) pre-construction meeting.

DESIGN ASSUMPTIONS

1. The stated construction budget for this project is estimated to be $20,000,000.
2. Attendance at Public Hearings or Zoning Commission Meetings is included as a part of this proposal.
3. Attendance at meetings with code review officials and end users are included in the base services of this fee proposal.
4. A current boundary survey with topography and all existing site conditions will be provided by the owner to CROFT in CAD format for use in design at the start of the project.
5. Existing survey provided will be used for preliminary planning proposed site plan changes only.
6. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
7. Geotechnical services are not included as a part of this proposal and will be provided by the owner. Material and Soil Report shall be provided to CROFT at the start of the project.
8. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
9. Preparation of renderings, 3D views are included as part of this proposal.
10. We will design this building using sustainable design principles, but LEED certification is not included as a part of this proposal.
11. Value Engineering is not included as a part of this proposal.
12. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
13. Issue of Special Inspections Schedule is included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect, and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections

Acceptance", to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.

14. Energy Management System design is not included as a part of this proposal.
15. Energy compliance forms are not included as a part of this proposal. If required time spent will be invoiced as a reimbursable.
16. Fire protection sprinkler design services are limited to criteria specifications only, with actual hydraulic calculations and system design documents by the sprinkler contractor.
17. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
18. Emergency generator design is not included as a part of this proposal.
19. Life cycle cost analysis or energy cost analysis are not included as a part of this proposal.
20. Sound System consultant and design is not included as part of this proposal.
21. Acoustical consultant and design are not included as part of this proposal.
22. Permit set(s) will be sent to authorities having jurisdiction. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
23. Bidding of General Contractors is included as part of this proposal.
24. Construction cost estimates and project budgeting services are not included as a part of this proposal.
25. Limited Construction Administration services (shop drawing and submittals review and site visits) are included as a part of this proposal as outlined above. Travel time to and from project sites will be billed as reimbursable expenses. Owner/Architect/Contractor (OAC) meetings are not included during the Construction Administration phase other than during the site visits.
26. This proposal is good for sixty (60) days from the date of the proposal.
27. Reimbursable expenses are included in Professional Fee.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

SCHEDULE

Below is a preliminary project schedule. Confirmation of schedule will be addressed in the project kick-off meeting.

Schematic Design:	5 weeks from Notice to Proceed (NTP)
Design Development:	6 weeks from Issuance of Schematic Design
Construction Documents:	8 weeks from Issuance of Design Development
Total Project Duration from NTP:	19 weeks

PROFESSIONAL FEES

Professional fees for the project scope as outlined above are as indicated on the attached marked Exhibit 'A.'

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Additional services or changes to the project scope, as defined above, will be proposed, and documented in writing and will be formally approved by the client. *No additional fees will be charged without your prior written approval.*

Chief Grogan, thank you for the opportunity to submit this proposal and we look forward to working with you to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

CROFT & Associates

Earl Smith
Vice President, Local Government

cc: Eric Johnson

Exhibit 'A"

CROFT

City of Norcross
Police Courts Facility
Fee Comparation

	Original Scope of Work	New Scope of Work	Difference	
Project Scope	Renovate an existing library for the City of Norcross Police	Design a new Police and Courts Facility	**Original Scope vs. New Scope Perecentage Difference**	
Project Square Footage	11,000sf	33,000sf	97%	Increase
Project Budget	$970,000	$20,000,000.00	95%	Increase

Professional Fee

City Coucil/Rendering	$1,500.00	Completed		
Site Visit/Program Verification	$5,200.00	Completed		
Schematic Design	$10,500.00	$100,800.00	$90,300.00	
Design Development	$44,500.00	$245,000.00	$200,500.00	
Construction Documents	$93,500.00	$389,000.00	$295,500.00	
Construction Administration	$30,500.00	$244,900.00	$214,400.00	
Reimbursables	$5,000.00	Included above		
	$190,700.00	$979,700.00	$800,700.00	81%

CROFT & ASSOCIATES

____
(Signature)

____
(Printed name and title)

____
(DATE)

____
(SEAL)

CITY OF NORCROSS

____
Craig Newton, Mayor

____
Monique Lang, City Clerk

____
(DATE)

____
(SEAL)

City of Norcross

Legislation Details (With Details)

File #:	23-6697	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Johnson Dean Forest Preserve Direction		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Johnson Dean Forest Preserve Direction
2. Opinion of Probable Cost for Johnson Dean Forest Preserve Project
3. One Page Layout of Plan for Johnson Dean Forest Preserve

Title
Johnson Dean Forest Preserve Direction

Drafter
Tracy Rye

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

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

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP
Assistant City Manager/Community Development and Planning Director

Meeting Date: March 20, 2023– Policy Work Session

Item No.: 23-6697

Title: Johnson Dean Forest Preserve Discussion

CC: Eric Johnson, City Manager

Recommendation

That the City Council provide to the staff and Tree Preservation Board direction on the three items presented below as they relate to Johnson Dean Forest Preserve:

1: Implementation of any or all of the improvements shown on the recently completed plans for Johnson Dean Forest Preserve;

2: Installation of a permanent or temporary foot bridge across the creek to replace the eroded natural crossing that currently exists;

3: Timing of negotiations to extend the trail network from Johnson Dean Forest Preserve toward Holcomb Bridge Road and authorization of the City's representative in such matters.

Background

The property on N. Barton Street, known as Johnson Dean Forest Preserve, has been a City-owned and managed asset since it was the site of the City waterworks facility. Johnson Dean remains as a city asset under the umbrella of the Norcross Public Works, Utilities and Parks Department. In recent years, the Tree Preservation Board has been charged by the Mayor and Council to essentially be the Board/Commission/Authority responsible for its stewardship and bringing forth recommendations to the Mayor and Council as to its management, development and use.

Item 1: Mayor and Council authorized the issuance of an RFP for the creation of plans for the development of the front entrance of the Preserve and a loop trail on site. The plan has been developed and an opinion of probable cost has been provided by the consultant. Total estimated cost of improvements is $541,000+, with a contingency added in, total estimated costs are $595,000+. Cost of signage, some tree removal, and other items are not included in the estimate.

Is it the desire of Mayor and Council to move forward on the entire development package at this time, or to wait for the completion of the currently authorized Parks, Greenspace and Trails Master Plan or should this project be developed in phases, with signage, driveway and parking lot and possibly utilities moving forward as Phase 1 with subsequent phases reliant on the development of the Parks, Greenspace and Trails Master Plan?

Item 2: An earthen foot path across the creek on the trail has become severely eroded such that visitors must step down into the creek to make the crossing, otherwise, visitors usually end up off property and essentially trespassing to complete a crossing. Is it the desire of Mayor and Council to go ahead and install a permanent bridge to upgrade this creek crossing or should the City Engineer work to find a temporary bridge solution? Current estimated cost to do a permanent bridge is $25,000. The City Engineer could get estimates for a temporary bridge or work with a local Eagle Scout candidate to design, and install, a temporary but stable bridge with the City paying for construction materials. Current costs associated with the development of a temporary crossing are unknown.

Item 3: It is known that the trail within the Preserve will eventually connect over at Holcomb Bridge and be part of a larger trail network in Norcross. Is it the desire of Mayor and Council to begin negotiations at this point in time with surrounding and nearby property owners or to wait until the overall encompassing Parks, Greenspace, and Trails Master Plan is complete and identified projects prioritized? And, regardless of timing of negotiations, who does the City choose to authorize to enter into negotiations on behalf of the City? The City Attorney, or the Tree Preservation Board?

Financial Impact

At a minimum, estimated cost at this time is $25,000 for the installation of a permanent bridge. Full completion of the park is estimated to be in excess of $600,000 when you add in costs not estimated by the contractor in their opinion of probable cost. Trail extension expenses are currently unknown.

Consistent with Comprehensive Plan?

Yes. The agenda item is consistent with the Comprehensive Plan's goals for defining a sense of place (Goal 1), strengthening the city as a livable, inclusive, and safe environment (Goal 2).

Next Steps

Provide direction for all parties for next steps and implement those directives, come back with estimates for Mayor and Council to allocate funding once viable estimates are made for any current unknowns.

Attachments

Opinion of Probable Cost for Johnson Dean Forest Preserve Project
One Page Layout of Plan for Johnson Dean Forest Preserve

Update

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

JOHNSON DEAN PRESERVE:
BUDGET ESTIMATE

Prepared by: Root Design Studio
February, 2023

OPINION OF PROBABLE CONSTRUCTION COSTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	SUBTOTALS
1	TREE PROTECTION	875	LF	$ 2.00	$ 1,750.00	**$ 1,750.00**
2	EROSION CONTROL					**$ 5,000.00**
	A) Construction Exit	1	EA	$ 2,500.00	$ 2,500.00	
	B) Silt Fence	500	LF	$ 5.00	$ 2,500.00	
3	DEMOLITION					**$ 8,750.00**
	A) Driveway Removal	3,400	SF	$ 2.00	$ 6,800.00	
	B) Curb & Gutter Removal	40	LF	$ 5.00	$ 200.00	
	C) Wing Inlet Cap Removal	1	EA	$ 250.00	$ 250.00	
	D) Portion of Brick Wall Removal (for San. Sewer Line)	5	LF	$ 100.00	$ 500.00	
	E) 18" Hemlock Tree Removal	1	EA	$ 1,000.00	$ 1,000.00	
4	UTILITIES	1	LS			**$ 20,845.00**
	A) 1" Sch. 40 PVC Water Line	185	LF	$ 12.00	$ 2,220.00	
	B) 1" Ball Valve in Conc. Valve Box	1	EA	$ 1,500.00	$ 1,500.00	
	C) Thrust Block @ Water Line Bend	1	EA	$ 250.00	$ 250.00	
	D) 4" SDR 35 Sewer Line (125 L.F.)	125	LF	$ 15.00	$ 1,875.00	
	E) Electrical & Lighting	1	LS	$ 15,000.00	$ 15,000.00	
5	DRAINAGE					**$ 6,595.00**
	A) 4" SDR 35 Drain Pipe	20	LF	$ 15.00	$ 300.00	
	B) 6" SDR 35 Drain Pipe	240	LF	$ 20.00	$ 4,800.00	
	C) 18" Drain Inlet	1	EA	$ 1,095.00	$ 1,095.00	
	D) 12" Drain Inlet w/ Atrium Grate	1	EA	$ 400.00	$ 400.00	
6	RETAINING WALLS					**$ 37,600.00**
	A) Redi Rock Retaining Wall (including buried block base course)	570	FF	$ 50.00	$ 28,500.00	
	B) Railing on Retaining Wall	91	LF	$ 100.00	$ 9,100.00	
7	PARKING LOT					**$ 68,100.00**
	A) Grading	120	CY	$ 30.00	$ 3,600.00	
	B) Heavy Duty Conc. Paving (Driveway)	1,625	SF	$ 15.00	$ 24,375.00	
	C) Gravelpave Permeable Parking	1,975	SF	$ 15.00	$ 29,625.00	
	D) Permeable Paver Parking	300	SF	$ 25.00	$ 7,500.00	
	E) 24" Curb & Gutter	40	LF	$ 20.00	$ 800.00	
	F) 6"x12" Flush Curb	80	LF	$ 15.00	$ 1,200.00	
	G) ADA Signage	1	EA	$ 500.00	$ 500.00	
	H) Striping	100	LF	$ 2.00	$ 200.00	
	I) Wheel Stops	4	EA	$ 75.00	$ 300.00	
8	HARDSCAPING					**$ 25,875.00**
	A) Grading	20	CY	$ 30.00	$ 600.00	
	B) Light Duty Concrete Paving (Under Walkways / Bike Rack)	1,350	SF	$ 7.00	$ 9,450.00	
	C) Heavy Duty Conc Paving (Under Pavilion and Restroom)	1,055	SF	$ 15.00	$ 15,825.00	
9	STRUCTURES					**$ 212,000.00**
	A) Romtec Pavilion w/Attached Restroom	1	LS	$ 200,000.00	$ 200,000.00	
	B) Well House Improvement Allowance	1	LS	$ 12,000.00	$ 12,000.00	
10	FENCING					**$ 13,680.00**
	A) 8' Tall Wooden Fence	360	LF	$ 38.00	$ 13,680.00	

This estimate is provided for informational purposes only. Actual costs may vary at the time of installation.

JOHNSON DEAN PRESERVE:
BUDGET ESTIMATE

Prepared by: Root Design Studio
February, 2023

OPINION OF PROBABLE CONSTRUCTION COSTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	SUBTOTALS
11	SITE FURNISHINGS					$ 14,900.00
A)	Bike Rack	3	EA	$ 500.00	$ 1,500.00	
B)	Bollard	4	EA	$ 750.00	$ 3,000.00	
C)	Picnic Tables	2	EA	$ 2,000.00	$ 4,000.00	
D)	Trash Receptacle	1	EA	$ 1,200.00	$ 1,200.00	
E)	Hand Water Pump (Ornamental) & Pad	1	EA	$ 900.00	$ 900.00	
F)	Bird Bath, Reservoir & Pump	1	EA	$ 2,500.00	$ 2,500.00	
G)	Bulletin Board	1	EA	$ 1,800.00	$ 1,800.00	
12	STORMWATER MANAGEMENT					$ 15,575.00
A)	Bio-Rentention (Bioswales & Rain Gardens)	1,350	SF	$ 10.00	$ 13,500.00	
B)	River Rock	415	SF	$ 5.00	$ 2,075.00	
13	LANDSCAPING					$ 37,861.00
A)	2" Cal. Canopy Tree	1	EA	$ 750.00	$ 750.00	
B)	30 Gal. Understory Tree	1	EA	$ 375.00	$ 375.00	
C)	6'-8' Ht. Evergreen Trees	53	EA	$ 350.00	$ 18,550.00	
D)	7 Gal. Shrubs / Evergreen Trees	52	EA	$ 75.00	$ 3,900.00	
E)	3 Gal. Shrubs	71	EA	$ 35.00	$ 2,485.00	
F)	1 Gal. Groundcover / Perennials	166	EA	$ 17.00	$ 2,822.00	
G)	4" Potted Plant	75	EA	$ 6.00	$ 450.00	
H)	Bermuda Sod	4,100	SF	$ 1.25	$ 5,125.00	
I)	Mulch Beds (beds in addition to those shown in details)	288	SF	$ 0.50	$ 144.00	
L)	Mulch Trail	380	SF	$ 2.00	$ 760.00	
M)	Woodland Clean Up / Invasive Species Removal	0.25	AC	$ 10,000.00	$ 2,500.00	

Subtotal		$	468,531.00
General Conditions & Requirements	10%	$	46,853.10
Contractor Fee	5%	$	25,769.21
TOTAL CONSTRUCTION ESTIMATE		**$**	**541,153.31**
Recommended Owner Contingency	10%	$	54,115.33
TOTAL ESTIMATED CONSTRUCTION BUDGET		**$**	**595,268.64**

NOTE: THE FOLLOWING ITEMS ARE EXCLUDED FROM BASE CONSTRUCTION BUDGET ESTIMATE

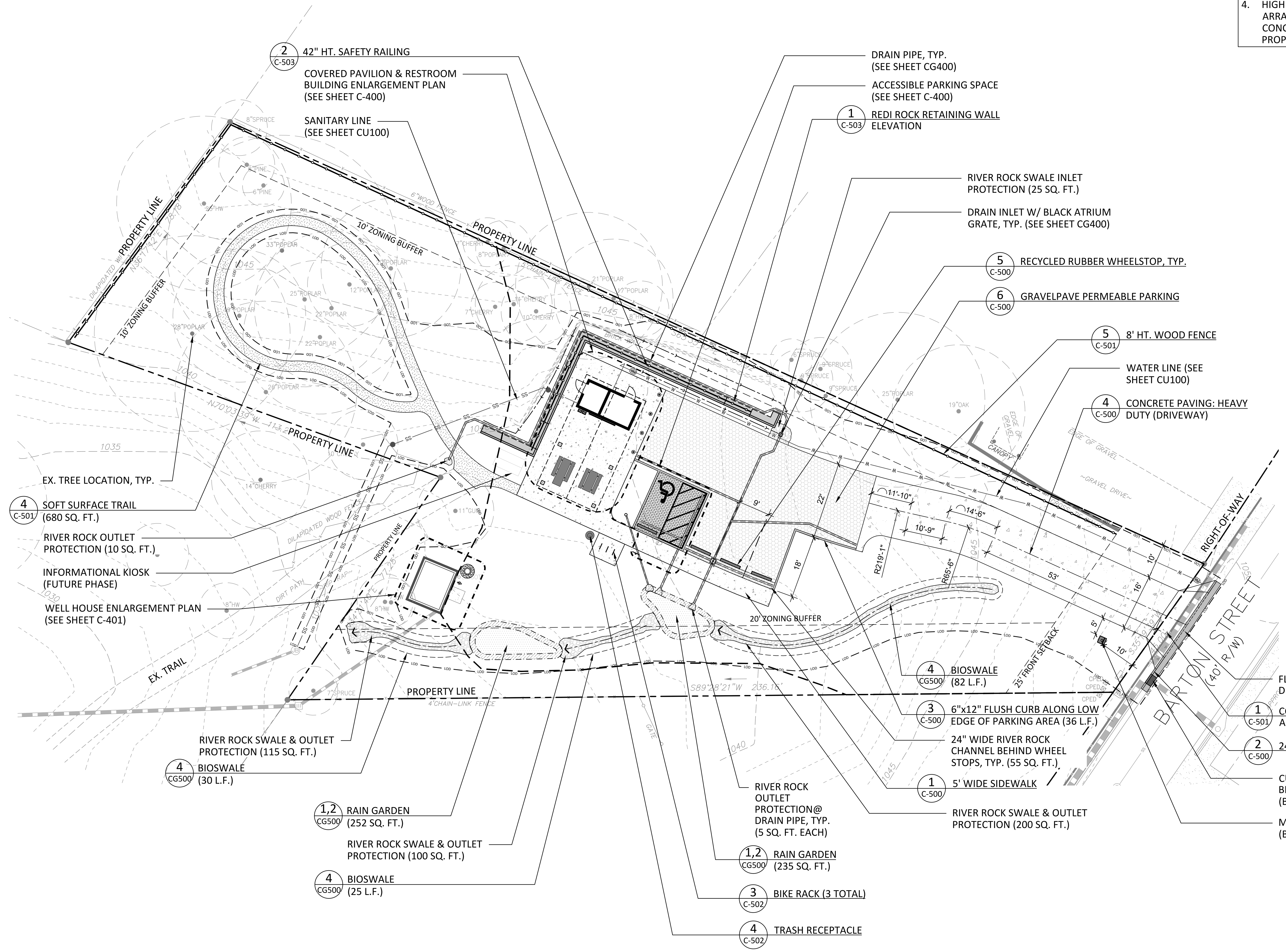
Monument Sign	By City
Water Meter	By City/Coordinate with County
Defenselite 'Shield' (Bid Alternate)	Bid Alternate -Approx $2000
Light Pole	Bid Alternate-Approx $8000
Information Kiosk with Green Roof	By City
Relocate/Reset drain inlet at street	By City
Material Inspection and Testing	By City
Tree Prescriptions	By City
Additional Park Signage	By City
Inspection/Restarting of Well House Water Pump	By City

Costs are subject to inflation

This estimate is provided for informational purposes only. Actual costs may vary at the time of installation.

CITY OF NORCROSS NOTES:

1. A SEPARATE BUILDING PERMIT SHALL BE OBTAINED FOR ALL RETAINING WALLS GREATER THAN 4 FEET IN HEIGHT AND ALL RETAINING WALLS USED AS A DAM PRIOR TO CONSTRUCTION OF THE WALLS.
2. NO SIGNAGE IS PROPOSED AT THIS TIME. APPROPRIATE SIGN PERMITS ARE OBTAINED AT A LATER DATE.
3. NO DRIVE-UP WINDOWS ARE TO BE INSTALLED.
4. HIGH INTENSITY LIGHTING FACILITIES SHALL BE SO ARRANGED THAT THE SOURCE OF ANY LIGHTS IS CONCEALED FROM PUBLIC VIEW AND FROM ADJACENT PROPERTY AND DOES NOT INTERFERE WITH TRAFFIC.



0 8' 16' 32' 48'
SCALE: 1/16" = 1'-0"

811 Know what's below. Call before you dig.

RELEASED FOR CONSTRUCTION

C:\Users\Michael\RocketSync\PROJECTS\Johnson Dean Park\02-CDs & PERMITTING\ROOT\CAD\JD Preserve - 23.0206 - LA Plans

ROOT DESIGN STUDIO landscape architecture
3469 Lawrenceville Highway
Suite 204
Tucker, Georgia 30084
(404) 895-2253
www.RootDStudio.com

Seal: GEORGIA REGISTERED No. LA001408 LANDSCAPE ARCHITECT MICHAEL KIDD 02/07/23

Date:	02/07/23
Project No:	2022-004
Drawn By:	PS
Checked By:	MK

Johnson Dean Preserve

145 N. Barton Street, Norcross, GA 30071

City of Norcross
345 Lively Avenue
Norcross, GA 30071

Revisions:

NO.	DATE	DESCRIPTION

Sheet Title: Site Plan

Sheet No: C-100

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

City of Norcross

Legislation Details (With Details)

File #:	23-6698	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Abandonment of Garner Street		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Abandonment of Garner Street
2. Resolution (Including Plat Map)
3. Notice to Surrounding Property Owners

Title
Abandonment of Garner Street

Drafter
Tracy Rye

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP
Assistant City Manager/Community Development and Planning Director

Meeting Date: March 20, 2023– Policy Work Session

Item No.: 23-6698

Title: Abandonment of Garner Street

CC: Eric Johnson, City Manager

Recommendation

That the City Council make a determination that Garner Street, as more particularly described in the resolution, will no longer be of use to the public or the City and formally abandon the street. Further, that City Council authorize the Mayor to execute any quit claim deed or other instrument necessary to memorialize the abandonment in the title records.

Background

On account of the redevelopment of the Norcross Housing Authority property located on Garner Street, the public street known as Garner Street will no longer be of use to the public or the City. Redevelopment plans allow for access to the development directly from Mitchell Road. Where Garner Street is currently located will be redeveloped to a multi-family housing development and the development will have egress and ingress to the through a newly developed private drive.

The process for removal of a public street is provided in O.C.G.A. § 32-7-2(c). To abandon a city street, the City must determine that the street has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the municipal street system is otherwise in the best public interest.

On account of the redevelopment, Garner Street will no longer used by the public and that its removal from the City's street system is in the best interest of the public. Garner Street was

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

dedicated to the City through a Deed of Dedication in 1964. The deed describes the grant to the City as granting a right of way, not a fee simple interest in the land.

Enclosed with this agenda report is a plat and legal description of the city road proposed for abandonment. The surrounding property owner, the Housing Authority for the City of Norcross, has been notified of the intent to abandon the property and this agenda item and the proposed date of the abandonment decision.

Additionally, it may be necessary for the City to execute certain instruments to perfect its abandonment of Garner Street and the interest conveyed in the Deed of Dedication. Therefore, a motion should include authorization for the Mayor to execute such instruments necessary to perfect the chain of title so that the Housing Authority holds marketable and clear title as it relates to the abandoned street.

Financial Impact

The abandonment will have a positive financial impact as it reduces the amount of public street which requiring maintenance and the expenditure of public funds. No immediate

Consistent with Comprehensive Plan?

Yes. The agenda item is consistent with the Comprehensive Plan's goals for defining a sense of place (Goal 1), strengthening the city as a livable, inclusive, and safe environment (Goal 2), and ensuring that residents have a variety of attainable housing options (Goal 5).

Next Steps

Abandonment and the execution of deeds will allow the Housing Authority to continue its redevelopment objectives.

Attachments

Resolution (Including Plat Map)
Notice to Surrounding Property Owners

Update

Resolution _________________

A RESOLUTION PROVIDING FOR THE ABANDONMENT OF GARNER STREET FROM THE CITY'S MUNICIPAL STREET SYSTEM MADE IN ACCORDANCE WITH O.C.G.A. § 32-7-2(C)

WHEREAS, the City of Norcross is, by virtue of a deed of dedication, vested with a right-of-way commonly known as Garner Street within the corporate boundaries of the City of Norcross, as more particularly described in Appendix A attached and incorporated herein to this resolution (the "City Street");

WHEREAS, on account of redevelopment of the property surrounding City Street, the municipal street will have ceased to be used by the public to such an extent that no substantial public purpose is accomplished by leaving the street as a part of the municipal street system and/or that the abandonment of the City Street is otherwise in the best public interest;

WHEREAS, a plat or sketch of the City Street is attached and incorporated herein to this resolution as Appendix B;

WHEREAS the City Council and Mayor for the City of Norcross considered the presentation of information, made its determination that the public interest is best served by abandonment, notified the surrounding property owner, and has otherwise met the requirements for the abandonment of the City Street of O.C.G.A. § 32-7-2(c),

NOW THEREFORE IT IS RESOLVED that the Mayor and Council hereby abandons the City Street such that the City Street shall cease to be a part of the municipal street system;

IT IS FURTHER RESOLVED that the Mayor for the City of Norcross shall have the authority to take such action and execute such documents as are necessary to memorialize the abandonment including but not limited to the execution of a quit claim deed or any other instrument to perfect the abandonment.

SO RESOLVED AND ORDAINED on this ___________ Day of April, 2023.

____
Craig Newton, Mayor
THE CITY OF NORCROSS, GEORGIA

Attested:

____
Monique Philip, City Clerk

APPENDIX A

--LEGAL DESCRIPTION OF THE CITY STREET—

Beginning at a point on the North East side of Mitchell Road approximately one hundred feet (100’) beyond the point where the property of the local authority, described in Book 170, Folio 503 in the Clerk of the Superior Courts Office of Gwinnett County, and running five hundred and ten (510’) feet more or less in a north easterly direction. Said right of way being fifty feet wide with a one hundred foot diameter turn around circle at the north-east end and heavy curb and gutter paving on the streets and concrete sidewalks, being more and further described in photostat site plan diagram hereto attached.

APPENDIX B
--PLAT AND SKETCH OF CITY STREET--

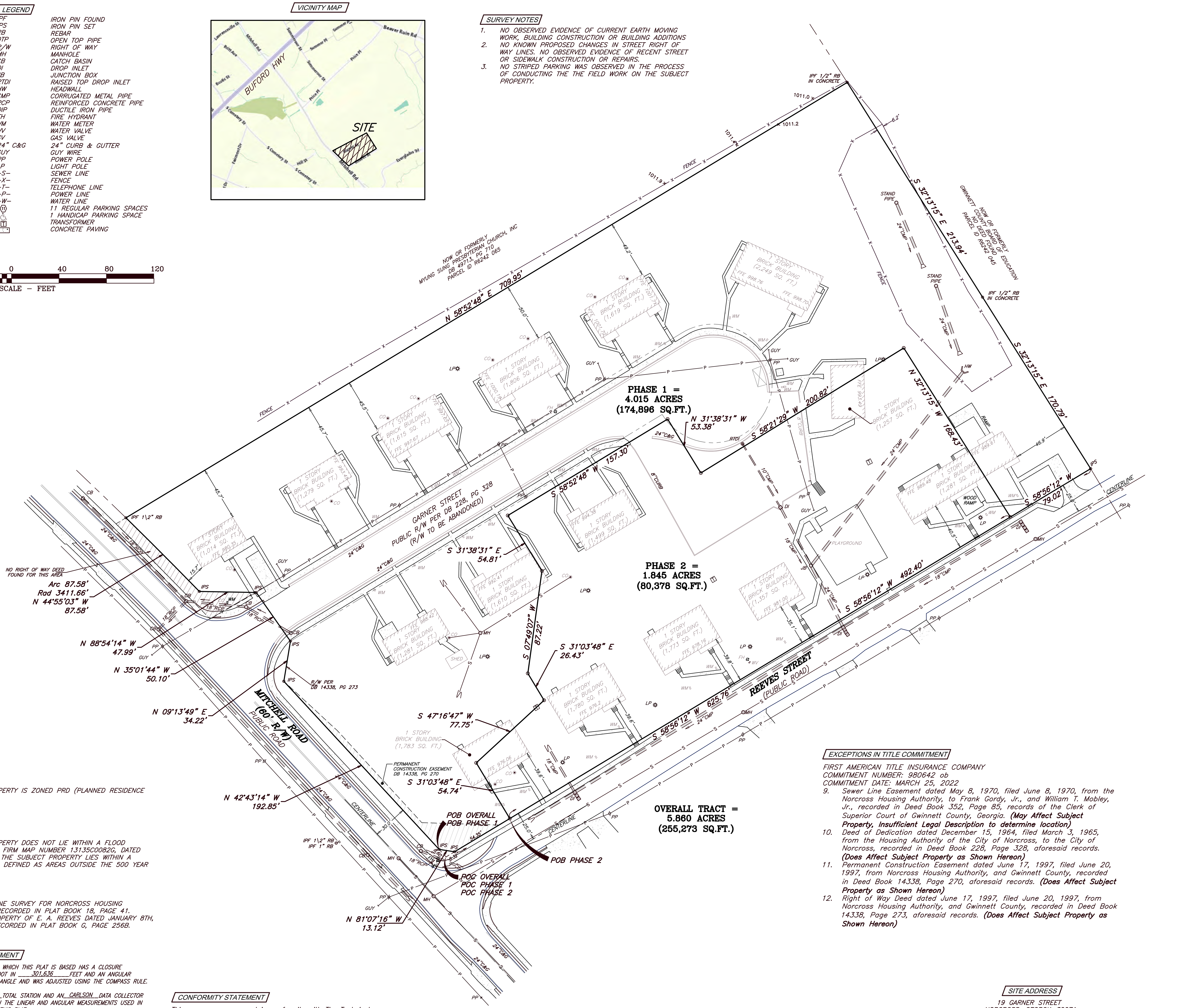
LEGEND

IPF	IRON PIN FOUND
IPS	IRON PIN SET
RB	REBAR
OTP	OPEN TOP PIPE
R/W	RIGHT OF WAY
MH	MANHOLE
CB	CATCH BASIN
DI	DROP INLET
JB	JUNCTION BOX
RTDI	RAISED TOP DROP INLET
HW	HEADWALL
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
GV	GAS VALVE
24" C&G	24" CURB & GUTTER
GUY	GUY WIRE
PP	POWER POLE
LP	LIGHT POLE
—S—	SEWER LINE
—X—	FENCE
—T—	TELEPHONE LINE
—P—	POWER LINE
—W—	WATER LINE
	11 REGULAR PARKING SPACES
	1 HANDICAP PARKING SPACE
	TRANSFORMER
	CONCRETE PAVING

VICINITY MAP

SURVEY NOTES

1. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
2. NO KNOWN PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
3. NO STRIPED PARKING WAS OBSERVED IN THE PROCESS OF CONDUCTING THE THE FIELD WORK ON THE SUBJECT PROPERTY.



ZONING NOTE

THE SUBJECT PROPERTY IS ZONED PRD (PLANNED RESIDENCE DISTRICT).

FLOOD NOTE

THE SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM MAP NUMBER 13135C0082G, DATED MARCH 4, 2013. THE SUBJECT PROPERTY LIES WITHIN A ZONE X, WHICH IS DEFINED AS AREAS OUTSIDE THE 500 YEAR FLOODPLAIN.

REFERENCES

1. PROPERTY LINE SURVEY FOR NORCROSS HOUSING AUTHORITY, RECORDED IN PLAT BOOK 18, PAGE 41.
2. PLAT OF PROPERTY OF E. A. REEVES DATED JANUARY 8TH, 1959 AND RECORDED IN PLAT BOOK G, PAGE 256B.

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN ___301,636___FEET AND AN ANGULAR ERROR OF _1"_PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A ___LEICA TS12___TOTAL STATION AND AN_CARLSON_DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN ___755,161___ FEET.

CONFORMITY STATEMENT

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

EXCEPTIONS IN TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NUMBER: 980642 ob
COMMITMENT DATE: MARCH 25, 2022

9. Sewer Line Easement dated May 8, 1970, filed June 8, 1970, from the Norcross Housing Authority, to Frank Gordy, Jr., and William T. Mobley, Jr., recorded in Deed Book 352, Page 85, records of the Clerk of Superior Court of Gwinnett County, Georgia. **(May Affect Subject Property, Insufficient Legal Description to determine location)**
10. Deed of Dedication dated December 15, 1964, filed March 3, 1965, from the Housing Authority of the City of Norcross, to the City of Norcross, recorded in Deed Book 228, Page 328, aforesaid records. **(Does Affect Subject Property as Shown Hereon)**
11. Permanent Construction Easement dated June 17, 1997, filed June 20, 1997, from Norcross Housing Authority, and Gwinnett County, recorded in Deed Book 14338, Page 270, aforesaid records. **(Does Affect Subject Property as Shown Hereon)**
12. Right of Way Deed dated June 17, 1997, filed June 20, 1997, from Norcross Housing Authority, and Gwinnett County, recorded in Deed Book 14338, Page 273, aforesaid records. **(Does Affect Subject Property as Shown Hereon)**

SITE ADDRESS

19 GARNER STREET
NORCROSS, GEORGIA 30071

LEGAL DESCRIPTION

Overall Tract

All that tract or parcel of land lying and being in Land Lot 242 of the 6th District, City of Norcross, Gwinnett County, Georgia and being more particularly described as follows:

To Reach the True Point of Beginning, commence at a point being the intersection of the northeasterly Right of Way of Mitchell Road (60' R/W) and the northwesterly Right of Way of Reeves Street (25' from the centerline) if Right of Ways were extended to a point instead of a miter, thence running along the northeasterly Right of Way of Mitchell Road 8.60 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and continuing along the northeasterly Right of Way of Mitchell Road the following courses: thence North 42° 43' 14" West a distance of 192.85 feet to an iron pin set; thence North 09° 13' 49" East a distance of 34.22 feet to an iron pin set on the southeasterly Right of Way of Garner Street; thence continuing along the northeasterly Right of Way of Mitchell Road North 35° 01' 44" West a distance of 50.10 feet to an iron pin set on the northeasterly Right of Way of Garner Street; thence continuing along the Right of Way of Mitchell Road North 88° 54' 14" West a distance of 47.99 feet to an iron pin set; thence running along a curve to the left an arc length of 87.58 feet, (said curve having a radius of 3411.66 feet, with a chord bearing of North 44° 55' 03" West, and a chord length of 87.58 feet) to a 1/2" rebar found; thence leaving said Right of Way of Mitchell Road and running North 58° 52' 48" East a distance of 709.95 feet to a 1/2" rebar in concrete found; thence South 32° 13' 15" East a distance of 213.94 feet to a 1/2" rebar in concrete found; thence South 32° 13' 15" East a distance of 170.79 feet to an iron pin set on the aforementioned northwesterly Right of Way of Reeves Street; thence running along the northeasterly Right of Way of Reeves Street South 58° 56' 12" West a distance of 625.76 feet to an iron pin set; thence running along a miter North 81° 07' 16" West a distance of 13.12 feet to the TRUE POINT OF BEGINNING. Said tract contains 5.860 Acres (255,273 Square Feet).

LEGAL DESCRIPTION

Phase 1

All that tract or parcel of land lying and being in Land Lot 242 of the 6th District, City of Norcross, Gwinnett County, Georgia and being more particularly described as follows:

To Reach the True Point of Beginning, commence at a point being the intersection of the northeasterly Right of Way of Mitchell Road (60' R/W) and the northwesterly Right of Way of Reeves Street (25' from the centerline) if Right of Ways were extended to a point instead of a miter, thence running along the northeasterly Right of Way of Mitchell Road 8.60 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and continuing along the northeasterly Right of Way of Mitchell Road the following courses: thence North 42° 43' 14" West a distance of 192.85 feet to an iron pin set; thence North 09° 13' 49" East a distance of 34.22 feet to an iron pin set on the southeasterly Right of Way of Garner Street; thence continuing along the northeasterly Right of Way of Mitchell Road North 35° 01' 44" West a distance of 50.10 feet to an iron pin set on the northeasterly Right of Way of Garner Street; thence continuing along the Right of Way of Mitchell Road North 88° 54' 14" West a distance of 47.99 feet to an iron pin set; thence running along a curve to the left an arc length of 87.58 feet, (said curve having a radius of 3411.66 feet, with a chord bearing of North 44° 55' 03" West, and a chord length of 87.58 feet) to a 1/2" rebar found; thence leaving said Right of Way of Mitchell Road and running North 58° 52' 48" East a distance of 709.95 feet to a 1/2" rebar in concrete found; thence South 32° 13' 15" East a distance of 213.94 feet to a 1/2" rebar in concrete found; thence South 32° 13' 15" East a distance of 170.79 feet to an iron pin set on the aforementioned northwesterly Right of Way of Reeves Street; thence running along the northeasterly Right of Way of Reeves Street South 58° 56' 12" West a distance of 79.02 feet to a point; thence leaving said Right of Way and running North 32° 13' 15" West a distance of 168.43 feet to a point; thence South 58° 21' 29" West a distance of 200.82 feet to a point; thence North 31° 38' 31" West a distance of 53.38 feet to a point; thence South 58° 52' 48" West a distance of 157.30 feet to a point; thence South 31° 38' 31" East a distance of 54.81 feet to a point; thence South 07° 49' 07" West a distance of 87.22 feet to a point; thence South 31° 03' 48" East a distance of 26.43 feet to a point; thence South 47° 16' 47" West a distance of 77.75 feet to a point; thence South 31° 03' 48" East a distance of 54.74 feet to a point on the aforementioned northwesterly Right of Way of Reeves Street; thence running along the northeasterly Right of Way of Reeves Street South 58° 56' 12" West a distance of 54.35 feet to a point; thence running along a miter North 81° 07' 16" West a distance of 13.12 feet to the TRUE POINT OF BEGINNING. Said tract contains 4.015 Acres (174,896 Square Feet).

LEGAL DESCRIPTION

Phase 2

All that tract or parcel of land lying and being in Land Lot 242 of the 6th District, City of Norcross, Gwinnett County, Georgia and being more particularly described as follows:

To Reach the True Point of Beginning, commence at a point being the intersection of the northeasterly Right of Way of Mitchell Road (60' R/W) and the northwesterly Right of Way of Reeves Street (25' from the centerline) if Right of Ways were extended to a point instead of a miter, thence running along the northwesterly Right of Way of Reeves Street 8.32 feet to an iron pin set; thence continuing along the northwesterly Right of Way of Reeves Street North 58° 56' 12" East a distance of 54.35 feet to a point and the TRUE POINT OF BEGINNING, from point thus established and leaving said Right of Way of Reeves Street North 31° 03' 48" West a distance of 54.74 feet to a point; thence North 47° 16' 47" East a distance of 77.75 feet to a point; thence North 31° 03' 48" West a distance of 26.43 feet to a point; thence North 07° 49' 07" East a distance of 87.22 feet to a point; thence North 31° 38' 31" West a distance of 54.81 feet to a point; thence North 58° 52' 48" East a distance of 157.30 feet to a point; thence South 31° 38' 31" East a distance of 53.38 feet to a point; thence North 58° 21' 29" East a distance of 200.82 feet to a point; thence South 32° 13' 15" East a distance of 168.43 feet to a point at the northwesterly Right of Way of Reeves Street; thence continuing along said Right of Way South 58° 56' 12" West a distance of 492.40 feet to the TRUE POINT OF BEGINNING. Said tract contains 1.845 Acres (80,378 Square Feet).

SURVEYOR'S CERTIFICATION

To **Walton Communities & First American Title Insurance Company:**

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 8, 9, 13, 16, 17, 18 & 19_ of Table A thereof. The fieldwork was completed on _March 3, 2022_.

GEORGIA REGISTERED No. 3138 LAND SURVEYOR AUBREY JONATHAN AKIN

Aubrey J. Akin, R.L.S. #3138 _March 22, 2022_
Date of Plat

TSS
TECHNICAL SURVEY SERVICES
Land Surveyors
1641 Autumn Blvd, SW
Conyers, Georgia 30012
(770) 922-6391 Office
info@tss-atl.com
www.tss-atl.com

No	Revision	Date
1	ADD GARNER STREET TRACT	4-12-22
2	REVISED PER COMMENTS	6-2-22

Field Date: 03/03/2022
Plat Date: 03/22/2022
Scale: 1" =40'

ALTA/NSPS LAND TITLE SURVEY
FOR
WALTON COMMUNITIES
LAND LOT 242 6th DISTRICT
CITY OF NORCROSS, GWINNETT COUNTY, GEORGIA

1
SHEET 1 OF 1

JOB #: 2022-881
CRD: GARNER ST
DWG: WALTONGARNERST
LSV: SOCAL

Attachment: Resolution (including Plat Map) (23-6698 : Abandonment of Garner Street)

March 9, 2023

The Housing Authority for the City of Norcross
Beth Brown, Executive Director
Gail Newton, Chair of the Authority
Norcross Housing Authority Office
19 Garner Street NW
Norcross, Georgia 30071

RE: Abandonment of Garner Street, Norcross, Georgia

This communication is being sent to provide The Housing Authority for the City of Norcross with notice of the City of Norcross's intent to abandon Garner Street in accordance with O.C.G.A. § 37-7-2. The Housing Authority for the City of owner of property surrounding the street proposed to be abandoned. Mayor and Council for the City of Norcross will determine whether the abandonment is appropriate its regularly scheduled business meeting on April 3, 2023 at 6:30 PM.

As a result of the abandonment (if approved by Mayor and Council), Garner Street will cease to be a part of the City of Norcross's municipal street system. As a result, the City will have no further obligation to maintain the street. Upon abandonment, the rights of the City in Garner Street shall be extinguished.

Sincerely,

The City of Norcross, Georgia

CC: Scott Spivey, Counsel for the Housing Authority

City of Norcross

Legislation Details (With Details)

File #:	23-6699	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Employee Referral Program for City Staff		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Employee Referral Program

Title
Employee Referral Program for City Staff

Drafter
Bill Grogan

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

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

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Agenda: March 20, 2023 – Policy Work Session

Agenda #: 23-6699

Title: Employee Referral Program for City Staff

CC: Eric Johnson, City Manager

Recommendation

Approve an Employee Referral Program (ERP), described below, through which current employees are compensated when someone they recommend for employment joins the City of Norcross.

Background

We estimate that about 25% of City employees hired in recent years were referred by an existing City of Norcross employee. We need to increase that by encouraging staff to recruit, then recognize and reward them for taking the initiative to refer their friends, relatives, and acquaintances to join the organization. Research of local municipalities showed a varied range of incentives depending on the organization. The referring employee may receive multiple bonuses in periodic payments which includes one payment on the start date and a second upon completion of a probationary period, while one city offered another bonus after the second year as long as both employees are still employed by the city. All but one of the eight cities we researched participate in an ERP. Suwanee, Lawrenceville, Marietta, Gainesville, Dunwoody, Alpharetta, and Rome all have ERPs. Duluth does not participate in an ERP.

Staff feels that Suwanee and Gainesville's ERPs are best tailored for Norcross. Both make multiple payments of $250. Dunwoody and Alpharetta make much higher periodic payments of $500-$2000.

Staff recommends the City of Norcross ERP be as follows:

1) $250 within 30 days of the new employee's hire date.
2) Additional $250 within 30 days after the new employee celebrates their one-year anniversary with the city.

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

- This second payment encourages the referring employee to stay engaged with the new employee during the months after joining us.

3) Both employees must be employed and in good standing at each milestone. If two employees are identified as equally recommending a new employee, the payments will be split in half. More than two employees referring the same new employee will not be eligible.
4) Department Head directors and City Manager staff are not eligible to participate in this program.

Financial Impact

Estimate is less than $5000 annually; it will vary based on vacancies and how the applicant found out about the opening.

Consistent with Comprehensive Plan?

Yes, goal 6 is our commitment to providing a high level of quality services for the city. This program will help further that by helping maintain adequate staffing levels to provide those required services.

Next Steps

Council approval / vote.

Attachments

None

City of Norcross

Legislation Details (With Details)

File #:	23-6702	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Stormwater Pipe Replacement ITB		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - Stormwater Pipe Replacement ITB
2. A1) PWUP ITB 23-18
3. A2) Location Maps of Stormwater Pipes to be Replaced

Title
Stormwater Pipe Replacement ITB

Drafter
Donald Maxwell

Agenda Report

To: Mayor and Council

From: Donald Maxwell – Stormwater Superintendent

Meeting Date: March 20, 2023 – Policy Work Session

Item No.: 23-6702

Title: Stormwater Pipe Replacments ITB

CC: Eric Johnson, City Manager

Recommendation

The stormwater Division of the Public Works, Utilities and Parks Department recommends that Mayor and Council approve the solicitation for an Invitation to Bid for stormwater pipes replacement.

Background

Back in 2022, the city solicited bids from qualified contractors to address storm pipes that need repair in the City of Norcross and will extend the life of the storm pipes and culverts. The City of Norcross selected a qualified contractor (IPR) to rehabilitee stormwater pipes using cured-in-place pipe (CIPP) trenchless technology. The approximate lineal foot of pipes for tier one to be relined was estimated to be ~33k LF, the extent of the pipe deterioration is being determined using CCTV (Closed Circuit TV) verification, upon completion of the CCTV, a determination is made whether the pipe qualifies for relining, in the event, pipes are not illegible for relining, a full replacement is then needed.

Some pipes require minor point repairs, these are handled on an as needed basis and must be completed quick to expedite the pipe relining, some other cases need to be set aside till the pipes are replaced. In addition to the pipe replacement, some projects will require additional infrastructure such as addition of Inlets, headwalls, Curb and Gutter to ensure proper performance of the replaced pipe.

The pipes are intended to be rehabilitated in place by the Cured-In-Place Pipe (CIPP) method following the industry standard Technical CIPP specifications.

The pipes proposed to be replaced at listed below
1) 120' – 18" CMP on Exeter Circle, add headwall.
2) 32' – 15" RCP on N. Peachtree Street, add headwall, remove trees.
3) 120' – 42" HDPE @ Terrace Club Court, add headwall, remove trees.

4) 60' – 24" RCP, add two Double Wing Catch Basins, 100' of 24" curb and Gutter along Valley Road.
5) 260' – 18" RCP, add 2 Junction Boxes, modify Junction box, replace 260' of 24" curb and gutter at the intersection of Ridgecrest Drive and Longview Drive.

Financial Impact

The costs to perform the pipe replacements will amount to approximately $200,000, costs associated with the pipe replacement has been accounted for during the Budget

Consistent with Comprehensive Plan?

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

Next Steps

Upon direction from Mayor and City Council, City staff will proceed with posting the Invitation to Bid.

Attachments

A1) PWUP ITB 23-18
A2) Location Maps of Stormwater Pipes to be Replaced

Update

N/A

City of Norcross
Department of Public Works, Utilities and Parks

Invitation to Bid (PWUP 23-18)

Stormwater pipe replacement

The City of Norcross is requesting Sealed bids for stormwater pipe replacement at several location throughout the city, the exhibits attached to exhibit (1) indicates the location of the proposed pipe replacement.

The project consists of the removal of the underground stormwater pipes, replacing with the exact size and length along with the addition of stormwater structures (Catch basins, headwalls, etc..) and curb and gutter required to ensure the proper performance of the stormwater conveyance system.

All work must be completed in accordance with industry specifications and standards.

INSTRUCTIONS

All sealed bids must be submitted by Friday, May 19, @ 11:00 AM to the address below: Please submit two hard (paper) copies and one soft (PDF or other electronic document on a CD) of your bid package to:

Matthew Zakim, PE. CFM
PWUP 23 - 18
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Please request bidding documents/specifications and submit questions via e-mail only. Submit questions/requests to Christabel Ghansah via e-mail at Christabel.Ghansah@norcrossga.net .

All questions/requests must be submitted via e-mail prior to Friday May 5th, 2023.

We appreciate your interest in the City of Norcross!

REQUIREMENT

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by owner after contracts are awarded.

I. GENERAL CONDITIONS

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BID

A. Qualifications

1. Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing of equipment available for use on this work. Before accepting any bid, the City may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

B. Guarantee to Accompany Bid

1. If the proposer's bid is greater than $30,000.00, Bids must be accompanied by a certified check or cashier's check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid per section, and failure to submit a bid bond will be cause for rejection.

C. Authority to Sign

1. The Bidder should insure that the legal proper name of his proprietorship, firm, partnership and/or corporation is printed or typed in the space provided on the Schedule of items.

D. Rights Reserved

1. City of Norcross reserves the right to reject any and all Bids, to waive informalities or to re-advertise. It is understood that all Bids are made subject to this agreement, that City of Norcross reserves the right to decide which Bid it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed and past performance with the City of Norcross.

2. Bidders are advised to examine Plans (if applicable) and Specifications carefully and to make examinations of the site of the proposed work as are necessary to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. The City of Norcross will not be responsible for the Bidders errors or misjudgment, nor for any information on location conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection.

E. Award of Contract

1. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City is to make the determination.
2. The bid evaluation will be made on the following criteria:
    - i. Bid price
    - ii. Compliance with specification
    - iii. Qualifications of personnel
    - iv. Commitment to complete work on a timely basis
    - v. References
3. Prior to award of the Contract, the successful bidder will be required to submit a construction schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner. A bidder's failure to demonstrate the ability to proceed as required may result in the award to the next lowest, responsive and responsible bidder, as deemed in the City's best interest.
4. Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, the award of any and/or all of the Bidder's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all of these contracts.
5. Prior to execution of a Contract, if the contract amount is greater than $30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this Bid package.
6. Prior to execution of a Contract, a Utility Coordination Meeting is required between Contractor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related construction work schedules.

F. Production Requirements

1. Time is of the utmost importance of this project. The successful bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed, and must carry on with utmost diligence in order to substantially complete the work within 120 Days and achieve completion in 150 Days.

G. Retainage

1. Retainage on work completed will be withheld by the City as follows: The City shall retain 10% of the gross value of the completed work, indicated by current estimates, until 50 % of the work has been completed.

H. Location and Site

1. The site of the proposed work South Peachtree Street from Rowan Street to Holcomb Bridge Road within City of Norcross, Georgia.
2. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as indicated on the drawings or as directed by the Department of Public Works.
3. The Contractor, before submitting a bid is required to visit the site, and acquaint himself with the actual conditions and the location of any and/or all obstructions that may exist on the site. The site visit must be confirmed by the Project Manager.
4. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

I. Compliance with OSHA Standards and Regulations

1. The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

J. Non Collusion

1. Vendor(s), by submitting signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

K. Materials

1. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the completion of the Work.

2. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.

L. Inspection

City of Norcross does not commit to have a full time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications. Base placement and subgrade prep will be inspected by the City of Norcross, at the City's cost. Any test ordered under the supervision of the City that fail to meet standards and retesting is required will be at the Contractors expense.

M. Contract Requirements

1. Successful vendor is required to do the following within ten (10) days of Notice:

   a) Return to Department of Public Works contract documents executed by the authorized representative attested by the corporate secretary treasurer.

   b) Provide Insurance Certificates as specified in the bid documents.

   c) Provide bonding as required by the bid documents

2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

N. Miscellaneous Provisions

1. Permits: All permits, including Land Disturbance Permits, can be obtained through the City's Community Development Department at 678-421-2032. It is the responsibility of the contractor to obtain permits needed. There is no fee for permits for City projects. For design/build projects, it is the responsibility of the contractor to obtain necessary permitting from the fire marshal.

2. Schedule: The Contractor shall provide to Donald.Maxwell@norcrossga.net a schedule of construction activities. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

3. Work Hours: No work shall take place on Sunday unless approved by the City of Norcross. The contractor shall submit to the City of Norcross a written request at least seven (7) days prior to the weekend work. See City Ordinance Sec. 26-22.

4. Detour/Closures: All road closures and detours shall be approved by the Norcross Department of Public Works.

5. Residential Refuse: The Contractor is required to contact Norcross Public Works department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross.

6. Disposal of Refuse: The Contractor shall be solely responsible for disposing of materials and shall take into account, before bidding the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia.

BID PACKET CHECKLIST

PROJECT: ____

BID DATE: ____

Enclosed with this Bid Packet are the following Forms and instructions. Use this checklist to ensure you have properly completed all Forms. You must return the following pages to be eligible for consideration of this project.

________ Two Hard Copies & One Electronic Copy of Bid

________ Bid Form

________ Bid Bond or Certified Check, if bid is over $30,000

________ Certificate of Liability Insurance

________ E-Verify Contractor & SAVE Affidavits

________ Reference Page

________ Ship Proposal to:

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

References for ____

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

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

1. Company Name: ____

   Description of Project: ____________________________________

   Completion Date: ____

   Contact Person: ____

   Telephone: ______________________ Fax: _____________________

   Email address: ____

2. Company Name: ____

   Description of Project: ____________________________________

   Completion Date: ____

   Contact Person: ____

   Telephone: ______________________ Fax: _____________________

   Email address: ____

3. Company Name: ____

   Description of Project: ____________________________________

   Completion Date: ____

   Contact Person: ____

   Telephone: ______________________ Fax: _____________________

   Email address: ____

Contact 811 before you dig.

www.Georgia811.com

EXETER CIRCLE

NORCROSS
a place to imagine

CITY OF NORCROSS PWUP DEPARTMENT
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

Attachment: A2) Location Maps of Stormwater Pipes to be Replaced (23-6702 : Stormwater Pipe Replacement ITB)

N. PEACHTREE STREET

CITY OF NORCROSS PWUP DEPARTMENT

345 LIVELY AVE NORCROSS, GA 30071

TEL: (678) 421-2000

www.Georgia811.com
Contact 811 before you dig.

TERRACE CLUB COURT

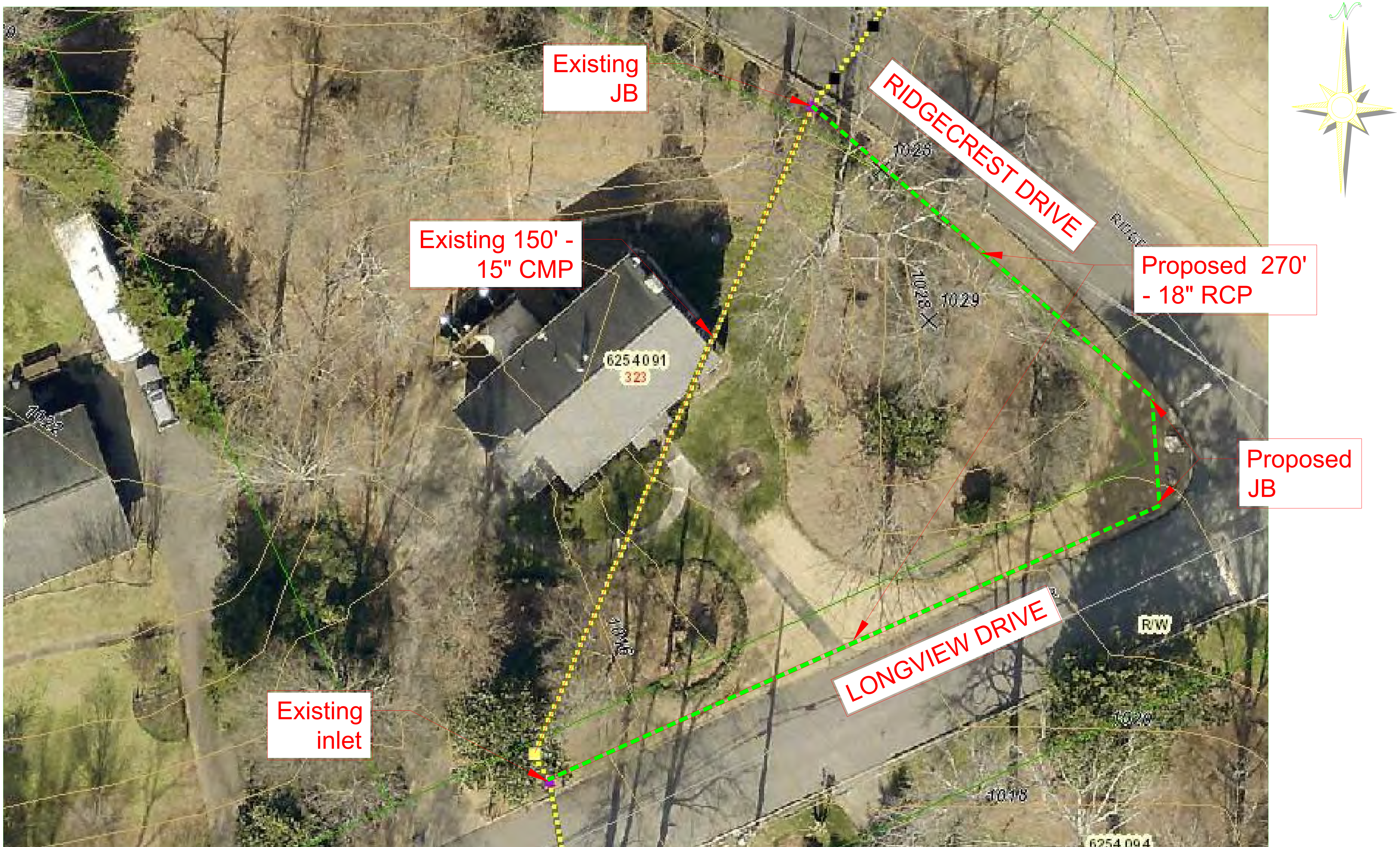
CITY OF NORCROSS PWUP DEPARTMENT
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

GEORGIA811
www.Georgia811.com
Contact 811 before you dig.

VALLEY ROAD

NORCROSS
a place to imagine

CITY OF NORCROSS PWUP DEPARTMENT
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000



RIDGECREST DRIVE
@ LONGVIEW DRIVE

CITY OF NORCROSS PWUP DEPARTMENT
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

City of Norcross

Legislation Details (With Details)

File #:	23-6707	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	RFP for Auditing Services		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - RFP for Auditing Services
2. Draft Request for Proposals for Audit Services

Title
RFP for Auditing Services

Drafter
Paul Hanebuth

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

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

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: March 20, 2023 – Policy Work Session

Item No.: 23-6707

Title: Approval to Release RFP for Auditing Services

CC: Eric Johnson, City Manager

Recommendation – Approve the release of a Request for Proposals (RFP) for audit services.

Background – Council directed city staff to develop an RFP for auditing services. The draft document is submitted for approval.

Financial Impact – Unknown until responses are received and evaluated. These services were budgeted at $50,000 for FY23.

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

Next Steps – None.

Attachments – Draft Request for Proposals for Audit Services.

Update – NA.

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

CITY OF NORCROSS, GEORGIA
REQUEST FOR PROPOSALS FOR AUDITING SERVICES
April 4, 2023

The City of Norcross, Georgia (the "City") is requesting proposals from qualified firms of certified public accountants, in accordance with the provisions of the Official Code of Georgia, to conduct an examination and to render an opinion on the comprehensive annual financial statements of the City.

Proposals will be received at the office of the City Manager until 3:00 pm on June 2, 2023, after which time no further proposals will be considered. Request for Proposal forms may be obtained at the office of the Finance Director from 8:30 a.m. until 4:30 p.m. on Mondays through Fridays. Information concerning this Request for Proposals may be obtained by contacting Paul Hanebuth, Finance Director, at (678) 421-2017. The City is an Equal Opportunity Employer.

Table of Contents

I. INTRODUCTION

A. General Information

The City of Norcross (the "City") is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending August 31, 2023, 2024, and 2025. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards (1994), the provisions of the Federal Single Audit Act of 1984, as amended in 1996, and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-profit Organizations, and the provisions of Title 36, Chapter 81 of the Official Code of Georgia. The auditor(s) shall state that the primary purpose of the audit is to express an opinion on the general-purpose financial statements taken as a whole and that the audit is subject to the inherent risk that errors or irregularities may occur and not be detected. There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request.

To be considered, an original and five (5) copies of a proposal must be received by the City Manager's Office, 65 Lawrenceville St, Norcross GA 30071, by 3:00 pm on June 2, 2023. The City reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by accounting personnel, City administrators and Audit Committee members. During the evaluation process, the selection personnel and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City or the selection personnel, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. It is anticipated the selection of a firm will be completed no later than June 20, 2023, and that an engagement letter will be executed between both parties within 30 days of approval.

B. Term of Engagement

1. Contract Period - The agreement shall be for a three-year period and shall become effective immediately upon execution by all parties with implementation of all specified services to take place for the audit of fiscal year ending August 31, 2023. The contract entered into between the City and the firm shall extend for a term through and including the audit for the fiscal year ending August 31, 2025. The agreement may be extended at the discretion of the Mayor and Council.

2. Compensation – Compensation for services shall be a fixed price for each year of the three-year term of the agreement. The fixed fee shall include a minimum number of hours to be allocated to the partner-in-charge, supervising manager, and field staff. Upon request the firm will provide the City with a statement of chargeable hours to substantiate billings. Any annual optional extensions shall be performed at prices to be negotiated before the option is exercised.

3. Termination of Contract – Following implementation, should the Finance Director find that the firm has failed in any material respect to perform its obligations under the agreement, the Mayor and

Council may cancel the agreement. The firm shall be liable for damages from such breach including reasonably foreseeable incidental and consequential damages. Should the City find that the provision of auditing services under the terms of the agreement precludes the City from administering its duties in an effective and efficient manner; the Mayor and Council may cancel the agreement upon 180 days written notice to the firm. In such event the City shall compensate the firm at the pro rata hourly rate for services performed through the effective date of the cancellation which shall be in full and complete satisfaction of the firm's claims. The firm shall promptly return all workpapers and work in progress to the City. The firm shall provide the City at least 180 days prior written notice of its intent to terminate any agreement.

II. DESCRIPTION OF THE GOVERNMENT

A. General

The auditor's principal contact with the City will be Paul Hanebuth, Finance Director, or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

B. Background Information

The City operates under a City Manager/Mayor and Council form of government. A City Charter and Code of Ordinances governs the operation of the City. In addition, certain City transactions are governed by the Official Code of Georgia (OCGA). The City serves an area of 6.9 square miles with a population of approximately 18,000. The City's fiscal year begins on September 1 and ends on August 31. The City provides the following services to its citizens: Parks and Recreation, Police Protection, Court Services, Community and Economic Development, Electric Service, Storm Water Drainage, Solid Waste Removal, 911 Emergency Communications, and General Government Services. The City is organized into several departments. All funds are under the administrative control of the Finance Department. More detailed information on the government and its finances can be found on the City's website at: https://www.norcrossga.net/2197/City-Budget-Financial-Reports

C. Fund Structure

The City uses all the funds included in the budget and financial reporting under general ledger control, and accounts are grouped according to the Georgia Local Government Uniform Chart of Accounts (UCOA).

D. Budgetary Basis of Accounting

The City prepares its budgets on a basis consistent with generally accepted accounting principles except that encumbrances are recognized as a valid and proper charge against an appropriation in the year the purchase order is issued.

E. Pension Plans

The City offers two pension plans to employees:
1. All full-time City employees participate in a contributory single-employer defined benefit pension plan.
2. All full-time City employees are eligible to participate in a single-employer defined contribution plan,

for which the City matches 50% of the employee's contribution up to a maximum of 3% of gross pay. Both plans are managed by the Georgia Municipal Association, with actuarial services provided by Segal.

III. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

A. Statements and Schedules and Other Pertinent Information to be Prepared by the City

The staff of the City will prepare or provide the following statements and schedules for the auditor as follows: • Adjusted trial balance for all funds. • Detailed schedules of revenues and expenditures, expenses, accounts payable and receivable, and encumbrances. • Detail of balance sheet and subsidiary account activity. • Check registers for all funds. • Bank reconciliations for all accounts. • Detail of capital projects expenditures • Analysis of accounts as requested. • Investment activity schedules. • Debt schedules. • Fixed assets schedules. • Payroll records. • Tax collection schedules. • Schedule of compensated absences. • Latest actuarial reports. • Standard representation letters. • Individual fund statements for all funds. • Management's discussion and analysis. • Schedule of federal and state assistance.

B. General

Workspace will be provided near the financial records. Telephones, internet access, and use of copy and facsimile machines will be made available during the engagement. The auditor will be required to provide computer equipment and other office materials as needed.

IV. NATURE OF SERVICES REQUIRED

A. General

The City is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending August 31, 2023, 2024 and 2025 with an option to extend at the discretion of the Mayor and Council. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Qualifying Requirements

1. Qualified Firm: Firms submitting proposals must be qualified to perform independent audits of municipalities of the State of Georgia. The firm must have been engaged during the fiscal year ending August 31, 2022, as independent auditors for the purpose of rendering an opinion on the annual financial statements of a Georgia municipality with a population of at least 10,000.

2. Location: The audit firm must have an office located within the State of Georgia, and resident staff must be able to offer the full range of auditing services required by this Request for Proposals.

3. Non-Discrimination: No person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provision), marital status or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the City and may result in ineligibility for further City contracts. The proposer shall at all times in the proposal and contract process comply with all applicable city, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

4. Reports: Each proposer shall submit copies of at least two Annual Financial Reports issued by Georgia municipalities in which their opinion is contained. At least one of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting within the past three years.

5. Other: Supervisory members of the audit team, including the "in charge" field auditor, should be Certified Public Accountants and have a minimum of three (3) years of municipal audit experience in the State of Georgia. The selection personnel intend to strongly consider municipal audit experience and certification in evaluating the proposer's audit team. It is the City's desire to maintain a consistently qualified team during the term of the engagement. List the current Georgia municipal clients and the Georgia clients lost and gained during the calendar year 2022.

C. Scope of Work to be Performed

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements, the combining and individual non-major fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules, the Management's Discussion and Analysis and the Budgetary Comparison contained in the audit report. However, the auditor is to provide an "in-relation-to" report on the supporting schedules and information based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor may also be responsible for the Government-wide Financial Statements. The auditor will be entirely responsible for the printing of 12 bound copies of the audit report before March 15th each year for the previous fiscal year. A PDF or similar electronic file of the report suitable for posting on the city website will also be provided to the City at that time.

D. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Comptroller General's Government Auditing Standards, the provisions of the Single Audit Act of 1984, as amended in 1996, the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-profit Organizations, and in conformity with the laws and regulations of the State of Georgia.

E. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue, as required by generally accepted auditing standards, and Government Auditing standards, OMB Circular a-133, and the laws and regulations of the State of Georgia, including but not limited to the following: • A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. • A report on compliance and on internal control over financial reporting based on an audit performed in accordance with Government Auditing Standards. • A report on the Schedule of Expenditures of Federal Financial Assistance. • A report on compliance and internal control over compliance applicable to each major federal award program. • A report on the Supplementary Schedule of State Financial Assistance. • A report on the internal control over compliance in accordance with the State Single Audit Act. • A report on compliance with the general requirements applicable to state financial assistance programs. • A report on compliance with specific requirements applicable to major state financial assistance programs. • Report of Local Government Finances to be submitted to the Georgia Department of Community Affairs.

The auditor shall communicate in a letter to the Mayor and Council any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

F. Special Considerations

The schedule of federal and state financial assistance and related auditor's reports, as well as the reports on the internal control structure and compliance, are to be issued separately from the comprehensive annual financial report.

The City currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the auditor's opinion thereon. The auditor shall be required, if requested by the City's financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

G. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request by the City. In accordance with the requirements of Government Auditing Standards and of the Single Audit Act Amendments of 1996, the auditor is required to provide access to the working papers and photocopies thereof to a federal agency or the Comptroller General of the United States upon their request for their regulatory oversight purposes. If such a request is made, the auditor will inform the Finance Director prior to providing such access. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

H. Other Audit Services

Periodically the City is required to have separate audits performed. The auditor will be expected to perform these audits and any other audit services requested by the City outside of the standard audit at the hourly rate stated in Appendix A.

I. Implied Requirements

All services not specifically mentioned in this request for proposals that are necessary to provide the functional capabilities described by the auditor shall be included in the Scope of Services.

V. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposals issued: March 21, 2023

Questions regarding the RFP due to paul.hanebuth@norcrossga.net: March 31, 2023

Addenda to RFP (if any) published: April 14, 2023

Due date for proposals: May 3, 2023 @ 3:00 pm

Oral presentation by selected firms: May 8, 2023 through May 10, 2023

Recommendation for approval presented by city staff to Mayor and Council: May 15, 2023

Appointment by Mayor and Council: June 5, 2023

Contract executed within 30 days of appointment

B. Schedule for the Annual Audit

Each of the following should be completed by the auditor no later than the dates indicated.

1. Interim work: The auditor shall complete interim fieldwork by August 31st.
2. Detailed Audit Plan: The auditor shall provide the City by August 15th both a detailed audit plan and a list of all schedules to be prepared by the City.
3. Fieldwork: The auditor shall complete all fieldwork by December 15.
4. Exit conference and Draft Reports: An exit conference to review a draft report and significant audit findings shall be completed by December 15.
5. Draft Comments: The City shall provide the auditors with comments on the draft report by January 15th.
6. Final Report: The auditor shall have the final audit report completed by February 15th.

C. Report Submissions

Copies of all reports shall be addressed to the Board of Finance. The successful proposer will also submit copies of reports as required by state and federal audit requirements. The submission dates for the various reports to the municipality and the appropriate cognizant agencies as follows:

Annual Financial Report and Single Audit Report: February 28th for the preceding fiscal year

The final report and 12 signed copies should be delivered to:

City of Norcross Administrative Services Department
65 Lawrenceville St
Norcross, Georgia 30071

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries: Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

City of Norcross Administrative Services Department
Attn: Paul Hanebuth, Finance and Administrative Services Director
65 Lawrenceville St
Norcross, Georgia 30071
678-421-2017

2. Submission of Proposals: The following material is required to be received by 3:00 p.m. on May 3, 2023, for a proposing firm to be considered:

a. The Proposal and five copies are to include the following:

i. Title Page
Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter
A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the period covered.

iv. Detailed Proposal
The detailed proposal should follow the order set forth in Section VI B of this request for proposals.

v. Guarantees and Warranties Executed copies of Proposer Guarantees and Proposer Warranties attached to this request for proposals (Appendix B).

vi. Insurance Schedule (Appendix C).

vii. Audit Services Proposal Letter (Appendix D).

b. The proposer shall submit an original and five copies of a dollar cost proposal attached to this request for proposals (Appendix A).

c. Proposers should send the completed proposal consisting of the two (2) separate envelopes, to the following address:

City Manager’s Office
City of Norcross
65 Lawrenceville St
Norcross, Georgia 30071

The envelopes shall be clearly marked as follows:
Envelope #1: Audit Technical Proposal
Envelope #2: Audit Sealed Dollar Cost Proposal (Appendix A)

B. Technical Proposal

1. General Requirements: The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the individual staff members to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements. THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT. The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in Appendix A). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional items may be presented, the following subjects, items Nos. 2 through 8, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence: The firm should provide an affirmative statement that it is independent of the City as defined by generally accepted accounting standards and the U.S. Comptroller General's Government Auditing Standards (1994). The firm should also list and describe the firm's professional relationships involving the City or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. In addition, the firm shall give the City written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Georgia: An affirmative statement should be included indicating that the firm and all key professional staff are properly qualified to practice in Georgia.

4. Firm Qualifications and Experience: The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the last three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations. The firm is also required to submit a copy of the report on its most recent external quality control review, with at statement whether that quality control review included a review of specific government engagements.

5. Partner, Supervisory and Staff Qualifications and Experience: The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement. Indicate whether each such person is licensed to practice as a certified public accountant in Georgia. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit. Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of the staff over the term of the agreement will be assured. The proposer should identify the extent to which its staff reflects the City's commitment to diversity, equity, and inclusion (DEI). Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of City. Replacement personnel must have the same or greater level of municipal audit experience as the originally proposed staff or the City will be entitled to a 10% reduction in fees. In any case, the City retains the right to approve or reject replacements. Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer, provided that replacements have substantially the same or better qualifications or experience or the City will be entitled to a 10% reduction in fees.

6. Similar Engagements with Other Government Entities: For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked based on total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach: The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section IV of this request for proposals. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Proposers will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement
b. Level of staff and number of hours to be assigned to each proposed segment of the engagement. NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL
c. Sample size and the extent to which statistical sampling is to be used in the engagement.
d. Extent of use of EDP software in the engagement.
e. Type and extent of analytical procedures to be used in the engagement.
f. Approach to be taken to gain and document an understanding of the City's internal control structure.
g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

8. Identification of Anticipated Potential Audit Problems: The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

9. Report Format: The proposal should include sample formats for required reports.

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

C. Sealed Dollar Cost Proposal (Appendix A)

1. Total All-Inclusive Maximum Price: The dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost proposal. Such costs should not be included in the proposal.

2. Fixed Fees by Category: The dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A), that supports the total all-inclusive price.

3. Rates for Additional Professional Services: If it should become necessary for the City to request the auditor to render any additional services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost proposal in Appendix A.

4. Manner of Payment: Progress payments will be made based on hours of work completed during the engagement in accordance with the firm's dollar cost proposal. Interim billings shall cover a period of not less than a calendar month. The City reserves the right to withhold ten percent (10%) from each billing pending delivery of the firm's final reports.

VII. EVALUATION PROCEDURES

A. Selection Personnel

Proposals submitted will be evaluated by the City Manager, the Finance Director, and other Auditor Selection Committee members.

B. Evaluation Criteria

The following represent the principal selection criteria which will be considered during the evaluation process of proposals.

1. Mandatory Elements

a. The audit firm is independent and licensed to practice in Georgia.

b. The audit firm's professional personnel have received adequate continuing professional education within the preceding three years.

c. The firm has no conflict of interest with regard to any other work performed by the firm for the City.

d. The firm submits a copy of its most recent external quality control review report, and the firm has a record of quality audit work.

e. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

f. The firm submits copies of at least two Annual Financial Reports issued by Georgia municipalities in which their opinion is contained. At least one of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting within the past three years.

2. Technical Qualifications

a. Expertise and Experience
1. The firm's experience and performance on comparable government engagements.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
3. Experience with the preparation of federal and state financial assistance and related reports.
4. Experience in helping clients to meet the requirements of the Certificate of Achievement for Excellence in Financial Reporting program.

b. Audit Approach
1. Service Delivery Plan: Describe how the firm intends to conduct the audit in the first year versus subsequent years. Describe the service delivery system including what will be done, by whom, how and where. Provide detail on staffing requirements. Describe how the services will be coordinated and monitored and how access to them will be ensured through entrance conferences, progress reporting, and exit conferences.

2. Price: Cost will not be the primary factor in the selection of an audit firm.

C. Oral Presentations

During the evaluation process, the selection personnel may, at their discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the selection personnel may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

The selection personnel will recommend a firm for approval by the Mayor and Council. It is anticipated that a firm will be selected by June 5, 2023. Following notification of the firm selected, it is expected a contract will be executed between both parties within thirty (30) days of approval.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal.

APPENDIX A
PROPOSAL FOR AUDITING SERVICES

Name of firm ___________________________________

Location of office staffing the audit ___________________________________

Number of professional audit staff assigned to Norcross ___________________________________

Number of certified professional audit staff assigned to Norcross _________________________________

Georgia municipal audit clients:
List fiscal year 2022 engagements for municipalities with population of 10,000 or higher.

1. ___________________________________

2. ___________________________________

3. ___________________________________

Audit Fees for Year 1, City general audit $ ___________________________________

Hours provided for in above stated fees:
Partner-in-charge and review partner ___________________________________
Supervising manager ___________________________________
Audit Staff ___________________________________

Hourly rates for audit services outside the scope of the annual audit:
Partner-in-charge and review partner ___________________________________
Supervising manager ___________________________________
Audit Staff ___________________________________

Audit Fees for Year 2 City general audit $ ___________________________________

Hours provided for in above stated fees:
Partner-in-charge and review partner ___________________________________
Supervising manager ___________________________________
Audit Staff ___________________________________

Hourly rates for audit services outside the scope of the annual audit:
Partner-in-charge and review partner ___________________________________
Supervising manager ___________________________________
Audit Staff ___________________________________

APPENDIX A (continued)

Audit Fees for Year 3 City general audit $ ___________________________________

Hours provided for in above stated fees:
Partner-in-charge and review partner ___________________________________
Supervising manager ___________________________________
Audit Staff ___________________________________

Hourly rates for audit services outside the scope of the annual audit:
Partner-in-charge and review partner ___________________________________
Supervising manager ___________________________________
Audit Staff ___________________________________

Signature of Official: _______________________________________

Name (typed or printed): ____

Title: ____

Firm: ____

Date: ____

APPENDIX B
PROPOSER GUARANTEES AND WARRANTIES

Proposer Guarantees

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

Proposer Warranties

1. Proposer warrants that it is willing and able to comply with State of Georgia laws with respect to foreign (non-state of Georgia) corporations.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: ______________________________________

Name (typed or printed): ____

Title: ____

Firm: ____

Date: ____

APPENDIX C
INSURANCE EXHIBIT

The Auditor (hereinafter called the Contractor) shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including all extensions. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance. For the purposes of this exhibit, the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Norcross" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Contractor's policies.

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

2. Automobile Liability and Physical Damage Coverage: $500,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists' coverage and $1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

3. Workers' Compensation:

   Coverage A - Workers' Compensation: statutory limits as required by the Labor Code of the State of Georgia.

   Coverage B - Employer's Liability: limits of $100,000 each accident, $500,000 disease/policy limit, $100,000 disease/each employee. The Contractor is wholly responsible for ensuring compliance with the laws of the State of Georgia. The Contractor agrees to hold the City and its respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

4. Crime & Fidelity:

   Coverage A - $1,000,000 Employee Theft

APPENDIX C (page 2)

Coverage B - $1,000,000 Forgery & Alteration

Coverage C - $1,000,000 Theft of Monies & Securities

Coverage D - $1,000,000 Robbery & Safe Burglary

The Contractor shall provide that the bonding company name the City as Joint Loss Payee for purposes of this Contract.

5. Professional Liability: $1,000,000 per occurrence, $2,000,000 aggregate each claim.

6. Personal Property: "All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on City property while in use or in storage for the duration of the contract. Deductible not to exceed $1,000. The Contractor agrees that the City will not assume any responsibility for the Contractor's personal property.

B. Additional Insured Endorsement

All liability policies (with the exception of Worker's Compensation and Professional Liability) shall have the City and its respective officers, agents, officials, employees, volunteers, boards and commissions endorsed as an Additional Insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.

C. Acceptability of Insurers

Contractor's policies shall be written by insurance companies licensed to do business in the State of Georgia, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the City Manager.

D. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Waiver of Subrogation

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the City. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the City.

APPENDIX C (page 3)

F. Claims-Made Form

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date.

and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the City thirty (30) days prior to each policy expiration.

G. Aggregate Limits

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the City. It is agreed that the Contractor shall notify the City with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

H. Deductibles and Self-Insured Retentions

Contractor must declare any deductibles or self-insured retentions to the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Ten (10) days prior written notice shall be given for non-payment of premium.

J. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
3. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the City.

APPENDIX C (page 4)

K. Verification of Coverage

The Contractor shall provide the City with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time. All insurance documents required by this exhibit should be mailed to: City of Norcross, Administrative Services Director, 65 Lawrenceville St, Norcross, GA 30071.

L. Failure to Purchase or Maintain Insurance

If the City or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

Signature of Official: ____

Name (typed or printed): ____

Title: ____

Firm: ____

Date: ____

APPENDIX D

Mr. Eric Johnson, City Manager
City of Norcross
65 Lawrenceville St
Norcross, GA 30071

Dear Mr. Johnson:

We have read the Request for Proposals and fully understand its intent and contents. We certify that we have adequate personnel, insurance, equipment, and facilities to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the selection personnel. We have attached the following:

1. Audited financial reports for two (2) clients as outlined in Section IV, B.

2. Technical proposal as outlined in Section VI

3. Appendix A: Proposal for Auditing Services (separate envelope).

4. Appendix B: Proposer Guarantees and Warranties

5. Appendix C: Insurance Statement.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposals shall be public record upon delivery to the City. Submitted by:

Signature of Official: ____

Name (typed or printed): ____

Title: ____

Firm: ____

Date: ____

City of Norcross

Legislation Details (With Details)

File #:	23-6695	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	FY22 Final Budget Adjustment		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - FY22 Final Budget Adjustment
2. Proposed Budget Adjustment

Title
FY22 Final Budget Adjustment

Drafter
Paul Hanebuth

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: March 20, 2023 – Policy Work Session

Item No.: 23-6695

Title: Approval of a Final Budget Adjustment for FY22

CC: Eric Johnson, City Manager

Recommendation – Approve a final adjustment to the FY22 budget to ensure compliance with state regulations and the city charter.

Background – Adjusting entries and final closing procedures for the fiscal year usually include unanticipated budgetary effects. This proposed adjustment aligns budgetary adjustments at the departmental level with those changes while keeping the final budget balanced.

Financial Impact – None

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

Next Steps – None

Attachments – Proposed Budget Adjustment

Update – NA

Budget Adjustment Register

Norcross, GA

Adjustment Det

Packet: GLPKT11671 - PH-Final FY22

Adjustment Number	Budget Code	Description	Adjustment I
BA0000114	NEW BUDGET	Final FY22 Budget Adjustment	8/31/2

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	A
100-5.1310.521205	PROFESSIONAL SERV.-LEGAL	Final FY22 Budget Adjustment	233,900.00	-9,000.00	224,90
August: -9,000.00					
100-5.1310.523201	CIVIC PARTICIPATION	Final FY22 Budget Adjustment	63,600.00	-26,000.00	37,60
August: -26,000.00					
100-5.1330.523855	EVENT PERFORMERS	Final FY22 Budget Adjustment	0.00	52,769.00	52,76
August: 52,769.00					
100-5.1510.512700	WORKER'S COMPENSATION	Final FY22 Budget Adjustment	0.00	15,000.00	15,00
August: 15,000.00					
100-5.1535.522325	RENTAL OF COMPUTER EQUIPM...	Final FY22 Budget Adjustment	130,000.00	-85,024.00	44,97
August: -85,024.00					
100-5.1535.581000	PRINCIPAL DELL LEASE	Final FY22 Budget Adjustment	0.00	115,077.00	115,07
August: 115,077.00					
100-5.1535.582000	INTEREST DELL LEASE	Final FY22 Budget Adjustment	0.00	4,285.00	4,28
August: 4,285.00					
100-5.3200.523100	INS, OTHER THAN EMP BEN	Final FY22 Budget Adjustment	221,800.00	-75,000.00	146,80
August: -75,000.00					
100-5.3800.521301	PROF SERV. - SOFTWARE & LIC	Final FY22 Budget Adjustment	123,900.00	-39,000.00	84,90
August: -39,000.00					
100-5.3800.581002	PRINCIPAL-E911 SOFTWARE	Final FY22 Budget Adjustment	0.00	100,893.00	100,89
August: 100,893.00					
100-5.4100.523850	CONTRACT LABOR	Final FY22 Budget Adjustment	285,000.00	-54,000.00	231,00
August: -54,000.00					
231-332100	ARPA of 2021	Final FY22 Budget Adjustment	0.00	-750,000.00	-750,00
August: -750,000.00					
231-5.7500.573100	GRANTS TO NONPROFITS	Final FY22 Budget Adjustment	0.00	750,000.00	750,00
August: 750,000.00					

Budget Code Summa

Budget	Budget Description	Account	Account Description	Before	Adjustment	A
NB	NEW BUDGET	100-5.1310.521205	PROFESSIONAL SERV.-LEGAL	233,900.00	-9,000.00	224,90
		100-5.1310.523201	CIVIC PARTICIPATION	63,600.00	-26,000.00	37,60
		100-5.1330.523855	EVENT PERFORMERS	0.00	52,769.00	52,76
		100-5.1510.512700	WORKER'S COMPENSATION	0.00	15,000.00	15,00
		100-5.1535.522325	RENTAL OF COMPUTER EQUIPMENT	130,000.00	-85,024.00	44,97
		100-5.1535.581000	PRINCIPAL DELL LEASE	0.00	115,077.00	115,07
		100-5.1535.582000	INTEREST DELL LEASE	0.00	4,285.00	4,28
		100-5.3200.523100	INS, OTHER THAN EMP BEN	221,800.00	-75,000.00	146,80
		100-5.3800.521301	PROF SERV. - SOFTWARE & LIC	123,900.00	-39,000.00	84,90
		100-5.3800.581002	PRINCIPAL-E911 SOFTWARE	0.00	100,893.00	100,89
		100-5.4100.523850	CONTRACT LABOR	285,000.00	-54,000.00	231,00
		231-332100	ARPA of 2021	0.00	-750,000.00	-750,00
		231-5.7500.573100	GRANTS TO NONPROFITS	0.00	750,000.00	750,00
			NB Total:	**1,058,200.00**	**0.00**	**1,058,20**
			Grand Total:	**1,058,200.00**	**0.00**	**1,058,20**

Fund Summa

Fund		Before	Adjustment	After
Budget Code:NB - NEW BUDGET Fiscal: 2021-2022				
100		1,058,200.00	0.00	1,058,200.00
231		0.00	0.00	0.00
	Budget Code NB Total:	**1,058,200.00**	**0.00**	**1,058,200.00**
	Grand Total:	**1,058,200.00**	**0.00**	**1,058,200.00**

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

City of Norcross

Legislation Details (With Details)

File #:	23-6700	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Norcross Electric Vehicle (Trolley)		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - Norcross Electric Vehicle (Trolley)
2. Signed Proposal Showing Electric Vehicle Cost & Specifications
3. Pre-Delivery Client Disclosure
4. 2022 Repair Invoices
5. West Georgia Golf Carts Quote - Current Repairs

Title
Norcross Electric Vehicle (Trolley)

Drafter
Melissa Zeigler

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

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

Agenda Report

To: Mayor and Council

From: Melissa Zeigler, Downtown Manager
Cultural Arts & Tourism Director

Meeting Date: March 20, 2023 – Policy Work Session

Item No.: 23-6700

Title: Norcross Electric Vehicle (Trolley)

CC: Eric Johnson, City Manager

Recommendation

Repair and sell the Electric Vehicle as it is not suitable for our community's terrain or transportation needs.

Background

The Electric Vehicle (Trolley) was purchased and delivered to the City of Norcross in January 2020. The total cost for the 11-passenger vehicle was $45,625.00, $10,000 of which came from the Georgia Department of Economic Development grant. The vehicle was used for tours around the city's historic district and to transport individuals throughout the city.

Since purchase, the city has repaired the vehicle twice totaling $11,246.08. The vehicle is currently at a service center in Douglasville, GA awaiting authorization to proceed with repairs in the amount of $3,799.90. West Georgia Golf Carts has agreed to repair the vehicle but will not be servicing this type of vehicle going forward. The manufacturer has been unable to find another service center in the area.

Per the manufacturer:

- The vehicle will perform up to 50 miles on a charge if used on flat terrain.
- The performance of the vehicle declines if used on any incline.
- The vehicle only performs up to a 20% climbing ratio.

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

With this understanding, the vehicle has not been able to accommodate for our planned usage.

Direction from Mayor & Council is requested on how to proceed with the Electric Vehicle and the transportation needs of the city.

Financial Impact

- $3,799.90 for Electric Vehicle repairs.

- Historic Trolley Rental – 26 Passenger (*The Peachtree Trolley Co)*
  Weekdays - $200/hr, 2-hour min
  Weekends - $1,200 min for 1-4 hours (Friday, Saturdays and Sundays)

Consistent with Comprehensive Plan?

This item is consistent with Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps

1. Repair and sell the Electric Vehicle.
2. Determine what vehicle is appropriate moving forward to meet the needs of the city.

- What are the transportation needs?
- How often is the transportation service required?
- How many riders should the vehicle carry?
- Which vehicle design is preferred? Modern or Historic
- What type of vehicle? Electric, hybrid, or gas/diesel
- Should a vehicle be purchased or outsourced?

Attachments

1. Signed Proposal Showing Electric Vehicle Cost & Specifications
2. Pre-Delivery Client Disclosure – Acknowledgement that the vehicle could only perform up to a 20% climbing ratio.
3. 2022 Repair Invoices ($11,246.08)
4. West Georgia Golf Carts Quote - Current repairs ($3,799.90)

MOTO ELECTRIC VEHICLES

Brett Jackrel - Account Executive
58 West 9th Street Atlantic Beach, FL 32233
Phone: (904) 247-1818 Fax: (904) 247-2229
Toll Free: 1-855-339-8333
Email: bjackrel@gatormotouv.com

Proposal Submitted To:		Date:	December 17, 2019
Company:	City of Norcross	Contact:	Cate Kitchen
Address:	65 Larenceville Street	Phone:	(678) 421-2049
City, State Zip:	Norcross GA 30071	Fax:	ckitchen@norcrossga.net

New Gator Moto Utility Vehicles 15 Passenger XE WC Shuttle With Hard Doors!!! - Bright White
Engine: 7.0 W AC Motor! - Electric
Floor Plan: 11Passenger (OPTIONAL FLIP AVAILABLE)

Fiberglass And Steel Body / On Board Fans Frt/Rear ; Fiberglass / ABS Plastic / Composite Roof ; Windshield Extra Strong Glass W/ Windshield Wipers ; Arm Rests Are Stainless Steel ; Driver And Passenger Mirrors ; Trojan Batteries Made In USA ; Curtis Controller Made In USA ; 2 Headlights,2 Turn Signals,2 Brake Lights,2Fog Lt ; Back Lights Have 2 Rear Turn Signals,2 Brake Lts ; Rear- 1 Fog Light / Horn And Reverse Alarm ; Curtis Controller/ One Rear Facing Bench ; Dashboard Contains: Voltmeter,Amp Meter,Speedomtr ; Turn Signal Indicator, Emergency Switch,Horn But. ; Headlight Switch,Turn Signal Switch,Wiper Switch ; Cd Player With AM/FM Radio And Speakers ; HARD DOORS WITH LOCKS! / Max 20 Degree Inclines ; Front And Rear Drum hydraulic Brake System ; Independent Suspension / On Board Charging ; Cylinder Hydraulic Vibration Absorber In Front Sus ; Integrated Rear End Steel Plate Spring Suspension ; Cylinder Hydraulic Vibration Absorber In Rear Susp ; Transmission-Semi Manual / 4 Forwards+1 Reverse ; Tires: 155/80-R12 / Rack & Pinion Steering ; This Unit Weighs Approx. 3500 Lbs ; To Get Actual Plates Please Chk W/ Local DMV ; FOLDING WHEELCHAIR RAMP ; Artificial Leather ; ONE SET OF COMPLIANT TIE DOWNS
FREEDMAN SEAT INCLUDED

We hereby propose to furnish labor and material complete in accordance with the above specifications, for the amount "Total" listed hereon. All products come with a full parts one year warranty - no labor. Payments as follows: 50% *Non-Refundable* Deposit = $ 22,812.50; Balance of payment due before pick up or shipment.

Final Payment via Bank Wiring of Funds
or Official Bank Check

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary vehicle insurance. "15% restock fee" No returns or exchanges for any reason. All disputes that may arise will be resolved in Duval County, Florida.

Vehicle Price^:	**$ 33,595.00**
Heater x2:	**$ 1,790.00**
AC UNIT:	**$ 8,995.00**
Subtotal Vehicle Price:	**$ 44,380.00**
Subtotal:	**$ 44,380.00**
Sales Tax:	**Non-FL End Usr**
Doc Fees:	**$ 295.00**
Delivery:	**$ 950.00**
Total:	**$ 45,625.00**

^Pricing includes other manufacturers rebates - subject to change.

**** Price Valid Until Dec 27, 2019 ****
Subject to Vehicle Availability
Non-FL End Users are Responsible for Sales Tax Where Applicable

Thank You For Your Order!

Acceptance of Proposal: Specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment is outlined above. Upon notification of the completion/arrival of the vehicle, final payment must be made within 7 days to avoid an automatic $15/day additional storage fee added to your bill.

Customer Authorized Signature: Cate Kitchen **Date Accepted:** 12/19/2019

Moto Electric Vehicles Authorized Signature: ____________________ **Date Accepted:** ____________

Attachment: Signed Proposal Showing Electric Vehicle Cost & Specifications (23-6700 : Norcross Electric Vehicle (Trolley))

PRE-DELIVERY CLIENT DISCLOSURES

Vehicle Description: ETB-15PADAHD (5167)

Color of Vehicle: White / Silver

Vin Number / Serial Number: 19060033

Dear Client:
The following information is provided to you to help us with some of your pre-delivery paperwork.
Please read, complete, sign, and email back, within 48 hours to:
KFerriera@gatormotouv.com. Originals can be mailed to: 58 W 9th St., Atlantic Beach, FL 32233

Verification Information:

1. It is understood that your vehicle will perform up to 50 miles on a charge.

2. It is understood that the range listed on our website (www.motoelectricvehicles.com) is based on flat terrain surfaces and any inclines or extreme weather conditions can decrease the performance of the vehicle.
   QUESTION: Do you have any uneven surfaces, such as inclines, on which you plan to drive or extreme weather conditions? ☐ YES ☒ NO [redacted] **initials**

3. It is understood that your vehicle will perform up to a 20% climbing ratio.

4. **Reminder:** We recommend that vehicles should NOT be left out in the elements 24/7.
   QUESTION: Will this vehicle be stored inside? ☒ YES ☐ NO [redacted] **initials**

5. **QUESTION**: Do you have a loading dock on premise or nearby for the unloading of your electric car?
   ☐ YES ☒ NO [redacted] **initials**

DMV-Title work for a Street-Legal Unit:

6. Title work must be completed within 30 days of the release of your unit to comply with Florida Dealer regulations. If you decide post-delivery to title your unit, original doc fees will apply for 60 days. After 60 days, an additional $300 fee will be assessed to complete DMV title work due to the necessity of securing paperwork from archived files.

Thank you for taking the time to read and complete these items.

[redacted]

Client Signature | Position: Owner/ CFO, etc. | Printed Name | Date

SPECIALTY CAR COMPANY

770-446-3444 - SpecialtyCarCo.com - Sales@SpecialtyCarCo.com

8560 Holcomb Bridge Road, #124
Alpharetta, GA 30022

1545 Mountain Industrial Blvd.
Stone Mountain, GA 30083

SERVICE INVOICE

Invoice: 01-107470
Date: 3/4/2022

PO: COLLECT
CustId: C5786

Cust Email:
Phone: (770) 449-4419
Salesperson: JamieLynn
User: JamieLynn

Bill To:
CITY OF NORCROSS
5998 ETON CT.
NORCROSS, GA 30071

Ship To:
CITY OF NORCROSS
KATE KITCHEN
189 LAWRENCEVILLE STREET
NORCROSS, GA 30071 US
(404) 862-7223 x

PICK UP SHUTTLE BUS - NEEDS (12) 6V BATTERIES
KATE KITCHEN @ 404-862-7223
COLLECT PAYMENT PRIOR TO RETURN OF CART
2-17-22 SHUTTLE BUS PICKED UP BY MIKE WITH KEY - ONBOARD CHARGER

3-4-22 CART READY FOR RETURN

Opened:	3/4/2022	Responsible Tech:	Herman
Work Order No:	01-113652	My Ref:	PICK UP
Pickup Date:		Delivery Date:	
Unit No:	45582	Unit Make:	
Unit Serial:		Unit Model:	SHUTTLE BUS
Unit Desc:	RED 13 PASSENGER SHUTTLE BUS	Unit Tag:	

NEEDS BATTERIES

Item	Type	Description	Qty	Tax	Price	Discount	Net P
SERVICE							
		HERMAN - REPLACED 12 6VOLT BATTERIES IN CART. TEST DRIVE.					
Service P/UP	**MC**	**Service Pick-Up**	**1.0000**		**$125.00**		**$12**
103969699	**PA**	**CCP - BATTERY,6V TROJAN T105, W**	**12.0000**		**$196.86**		**$2,36**
CORE Batt 6/8v Elec	**PA**	**BAT - CORE 6/8 volt deep cycle batteries**	**-12.0000**		**$5.00**		**($60**
	SS	**Shop Supplies**	**1.0000**		**$26.00**		**$2**
						Segment Total:	**$2,453**

Labor:	Hours: 5.0000	$497
Parts:		$2,302
Misc Charges:		$125
Shop Supplies:		$26

Totals

Sub Total:	**$2,950**
Total Tax:	**$0**
Invoice Total:	**$2,950**

Forms of Payment

Type	Description	Amount
Service COD	Customer Id: C5786 Payment for this invoice is due prior to the return of the unit. Signature:____________________	$2,950.82

100-5 6000.52.2200 Please process asap

SPECIALTY CAR COMPANY

770-446-3444 · SpecialtyCarCo.com · Sales@SpecialtyCarCo.com

8560 Holcomb Bridge Road, #124
Alpharetta, GA 30022

1545 Mountain Industrial Blvd.
Stone Mountain, GA 30083

SERVICE INVOICE

Invoice: 01-111245
Date: 7/22/2022

PO: COLLECT
CustId: CITY OF NORCROS

Cust Email:
Phone: (770) 449-4419
Salesperson: JamieLynn
User: JamieLynn

Bill To:
CITY OF NORCROSS
5998 ETON CT.
NORCROSS, GA 30071

Ship To:
CITY OF NORCROSS
KATE KITCHEN
189 LAWRENCEVILLE STREET
NORCROSS, GA 30071 US
(404) 862-7223 x

PICK UP SHUTTLE BUS - WE JUST REPLACED THE BATTERIES. CART DROPS TO 2 MPH AFTER A DRIVING IT
CATE KITCHEN @ 678-421-2049 OR CAMERON @ 678-314-6565
COLLECT PAYMENT PRIOR TO RETURN OF CART
4-22-22 CART PICKED UP BY PETE WITH KEY - ONBAORD CHARGER

7-22-22 CART READY FOR RETURN

Opened:	4/18/2022	Responsible Tech:	Pete
Work Order No:	01-114843	My Ref:	PICK UP
Pickup Date:		Delivery Date:	
Unit No:	45582	Unit Make:	
Unit Serial:		Unit Model:	SHUTTLE BUS
Unit Desc:	RED 13 PASSENGER SHUTTLE BUS	Unit Tag:	
Unit Meter:	0.0		

CART DROPS TO 2 MPH AFTER DRIVING IT

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
SERVICE							
		PETE - REPLACED PEDAL BOX AND MOTOR. TEST DRIVE.					
Service P/UP	MC	Service Pick-Up	1.0000		$125.00		$125.00
50315	PA	NIV - Accelerator Pedal Assy, FP6 0-5K Ohm Pot Box	1.0000		$449.57		$449.57
03000	PA	OTH - ELECTRIC MOTOR	1.0000		$6,500.69		$6,500.69
	SS	Shop Supplies	1.0000		$26.00		$26.00
						Segment Total:	$7,101.26

Labor:	Hours: 12.0000	$1,194.00
Parts:		$6,950.26
Misc Charges:		$125.00
Shop Supplies:		$26.00

Totals

Sub Total:	$8,295.26
Total Tax:	$0.00
Invoice Total:	$8,295.26

Forms of Payment

Type	Description	Amount
Service COD	Customer Id: CITY OF NORCROS	$8,295.26
	Payment for this invoice is due prior to the return of the unit.	
	Signature:	

Page: 1 of 2

Attachment: 2022 Repair Invoices (23-6700 : Norcross Electric Vehicle (Trolley))

WEST GEORGIA GOLF CARTS
770.947.CART (2278)

West Georgia Golf Carts
8830 Bright Star Road
Douglasville, GA 30134
sales@westgeorgiagolfcarts.com

Estimate

Date	Estimate #
2/22/2023	16284

Name / Address	Ship To
CITY OF NORCROSS 345 LIVELY AVE NORCROSS GA 30071 MATTHEW - 678-421-2000 404-473-0444	

3% Fee Added for Credit/Debit Card

P.O. No.

Qty	Item	Description	Cost	Total
4	T- 1275	12 Volt Trojan Battery (2 Year Warranty-Priced with Core Exchange)	225.00	900.00T
2	Labor	Labor - INSTALL BATTERIES FOR AC UNIT AND ACCESSORIES	150.00	300.00
2	Labor	Labor - DIAGNOSE RUNNING ISSUE AND CHECKOUT OTHER ITEMS ON LIST THAT NEEDS ATTENTION	150.00	300.00
1	Shop Supplies	Shop Supplies	15.00	15.00T
		CART SHOWED A MOTOR STALL ON OUR HANDHELD DIAGNOSTIC TOOL / CHECKED ALL CONNECTORS BUT COULD NOT PIN POINT AN ISSUE / AFTER CHECKING CONNECTIONS CART RUNS AS IT SHOULD NOW (POSSIBLY A LOOSE CONNECTOR WAS THE ISSUE / IGNITION SWITCH SEEMS TO WORK AS IT SHOULD AND IS NOT LOOSE / ALL LIGHTS AND TURN SIGNALS WORK AS THEY SHOULD / HEATER AND FAN WORK THAT'S UP FRONT / MICROPHONE PANEL IS BROKE BUT THEY DO NOT OFFER A REPLACEMENT LIKE THAT ONE / ACCELERATOR PEDAL IS NOT LOOSE AND OPERATES AS IT SHOULD / SUSPENSION APPEARS TO BE IN GOOD SHAPE AND ALL BUSHINGS LOOK GOOD / AC UNIT DOES WORK, HOWEVER IT WILL NEED NEW BATTERIES TO OPERATE CORRECTLY / CART DOES NOT HAVE GEARS THAT CHANGE OUT LIKE A CAR		
1	Parts	UPDATED MICROPHONE REPLACEMENT / UHF WIRELESS HEADSET MIC SYSTEM INSTALLED TOTAL IF YOU REPAIR CART WITHOUT MICROPHONE SETUP WILL BE $1569.90 CART WAS ALSO DROPPED OFF THE BACK OF THE TOW TRUCK AND THEY KNOW ABOUT DAMAGES AND ARE GOING TO GET FIXED BEFORE IT RETURNS BACK TO YOU, IT WAS MINIMAL DAMAGE TO THE BACK BOTTOM	1,000.00	1,000.00T
1	Parts	MULTI FUNCTION SWITCH FOR TURN SIGNALS / LIGHTS	750.00	750.00T

	Total

Customer Signature

Attachment: West Georgia Golf Carts Quote - Current Repairs (23-6700 : Norcross Electric Vehicle (Trolley))

City of Norcross

Legislation Details (With Details)

File #:	23-6701	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Affordable Housing Developer Recommendation		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Affordable Housing Developer Recommendation
2. Site Plan
3. Developer Application – Walton Communities

Title
Affordable Housing Developer Recommendation

Drafter
William Corbin

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

Agenda Report

To: Mayor and Council

From: William Corbin, Economic Development Director

Meeting Date: March 20, 2023 – Policy Work Session

Item No.: 23-6701

Title: Affordable Housing Developer Recommendation

CC: Eric Johnson, City Manager

Recommendation
Authorize city staff to draft a letter of support for Walton Communities, the development team that the Norcross Housing Authority is partnering with to redevelop its property off Mitchell Road.

Background
The Low Income Housing Tax Credit Program (LIHTC) allocates federal and state tax credits to owners of qualified rental properties who reserve all or a portion of their units for occupancy by low-income tenants.

In Georgia, the program is administered through the Georgia Department of Community Affairs (DCA). Applicants – affordable housing developers – are judged using a highly competitive, point-based scoring system developed and scored by DCA. Final applications to DCA are due May 19, 2023.

This year the City of Norcross received one application requesting a letter of support – from Walton Communities.

Their proposed development is intended to be the second of two phases on the site, which surrounds both Garner Street and Reeves Street, off Mitchell Road:

The first phase is planned for 90 family units (72 affordable LIHTC units and 18 market rate units).

This second phase is planned for 76 units (all age 55 and up).

The Community Development Director as well as the Economic Development Director reviewed the application, focusing on the following criteria:

1. **Developer Experience**
   - Please describe and detail the applicant's Low Income Housing Tax Credit development and management experience nearby, in the State of Georgia, and/or elsewhere in America.

2. **Project Approach**
   - Please describe your proposed project, inclusive of:
     - Site Plan and Number of units (affordable and total)
     - Project budget, including funding sources
     - Project Schedule
     - Plans/Financial Modeling/Rental Schedule
     - Renderings and images
     - Building materials and descriptions of key structural elements and proportions

3. **Connectivity**
   - Please describe how the project fits with existing street, water, sewer, and utility networks.
   - Please describe how the project increases connectivity options for pedestrians and bicyclists

4. **Community Impact and Consistency with Norcross Priorities**
   - The City of Norcross has drafted several recent studies and plans that include housing-related narrative and goals. Please describe how your proposal is consistent with Norcross housing priorities and needs.

     Additionally, please detail how you plan to obtain input from local stakeholders who may be impacted by your proposed development.

5. **Architectural Aesthetics**
   - Architecture of the proposed development should be compatible with the surrounding community and meet the City of Norcross's Architectural Review Board standards.

6. **Streetscape**
   - The City of Norcross recently adopted a new Unified Development Ordinance (UDO). The new and improved UDO combines zoning and land development regulations into one easy-to-read and understand document with the ability to direct and encourage development in a manner consistent with the city's vision and goals.

     The proposed project's streetscape elements should meet City of Norcross code, fit into the existing network, maximize pedestrian connectivity and effectively address parking.

7. **Commitment to Diversity**
   - The City of Norcross values and appreciates diversity. Please elaborate on the applicant's ownership status; the applicant's Section 3 contracting experience; and the applicant's experience working with woman, minority or

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

veteran-owned certified businesses.

8. Innovation

- Please describe and elaborate on any of the proposed project's innovative and creative physical and programmatic elements (e.g. energy efficiency, sustainability, unique usage of indoor/outdoor space, etcetera).

Upon review, city staff has determined that the application from Walton Communities illustrates a development that meets the various desired criteria necessary to receive a letter of support from Mayor & Council as part of the LIHTC competitive application process.

Financial Impact
None

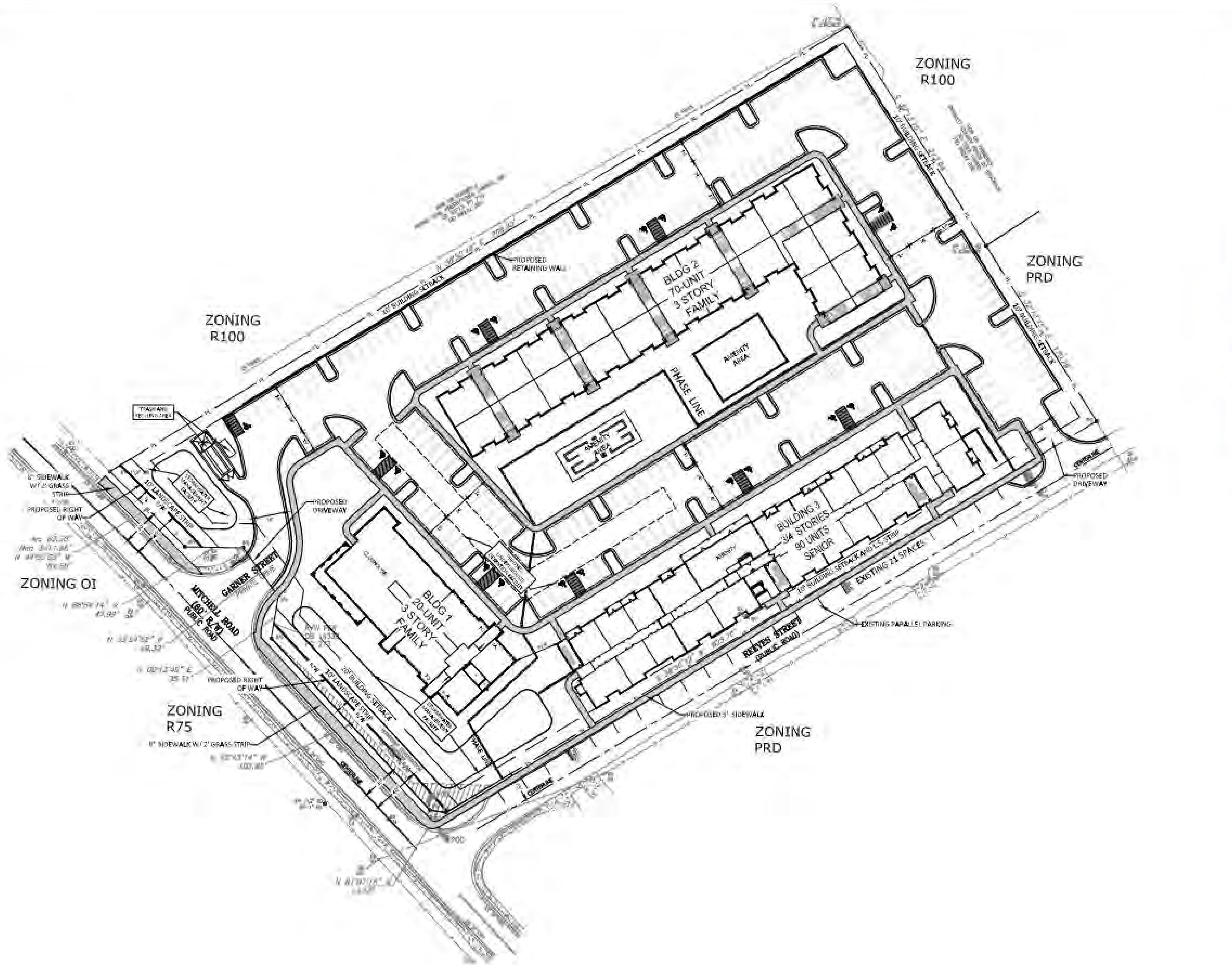
Consistent with Comprehensive Plan?
Yes

Sustainability & Quality of Life – Housing & Neighborhood Stabilization

Next Steps
City staff will draft letter of support and provide letter of support to selected development team that they may include as part of their application packet to DCA.

Attachments
Site Plan
Developer Application – Walton Communities (may be accessed by the following link)
https://www.dropbox.com/scl/fo/lb08srj97az9adusq2jzv/h?dl=0&rlkey=qego2vep8jqtwsv7wq9n4r74v

Update
N/A



SITE DATA

ZONING:	PRD
TOTAL SITE AREA:	5.80 AC
MAXIMUM BUILDING HEIGHT:	35'
SETBACKS: FRONT (MITCHELL RD)	10FT
FRONT (REEVES ST)	10 FT
SIDE/REAR	10 FT
PROPOSED MAXIMUM DENSITY:	31 UN/AC
NUMBER OF UNITS SHOWN:	180 UNITS
PHASE 1 (FAMILY):	90 UNITS
PHASE 2 (SENIOR):	90 UNITS

LANDSCAPING:
10 FT LANDSCAPE STRIP ALONG MITCHELL RD AND REEVES ST.

MINIMUM PARKING RATIO PROPOSED*: 1.5 SPA/UNIT

* EXISTING STREET PARKING ON NORTH SIDE OF REEVES STREET SHALL COUNT TOWARDS MINIMUM PARKING RATIO

LOCATION MAP

NOT TO SCALE

NOTES:
1. THE SOURCE OF DOMESTIC WATER SUPPLY IS GWINNETT COUNTY.
2. THE SOURCE OF DOMESTIC SANITARY SEWAGE DISPOSAL IS GWINNETT COUNTY.

GRAPHIC SCALE: 1" = 40'

Walton at Norcross Conceptual Site Plan

LOCATED IN LAND LOT 262, 6TH DISTRICT, CITY OF NORCROSS, GWINNETT COUNTY, GEORGIA

DOULGERAKIS CONSULTING ENGINEERS, INC.

SCALE: 1" = 4

DATE: 1-28-2

JOB NO: 2022-01

NOT FOR CONSTRUCTION

City of Norcross

Legislation Details (With Details)

File #:	23-6646	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Parking Study Update		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - Parking Study Update
2. Parking Survey - Downtown Businesses
3. Summary - Norcross Parking Study
4. Parking Implementation Program
5. Downtown Norcross Parking Study_March 2019

Title
Parking Study Update

Drafter
William Corbin

Agenda Report

To: Mayor and Council

From: William Corbin, Economic Development Director

Meeting Date: March 20, 2023 – Policy Work Session

Item No.: 23-6646

Title: Parking Study Update

CC: Eric Johnson, City Manager

Recommendation
Not Applicable

Background
At the January 17 Policy Work Session, Mayor & Council instructed city staff to begin implementing the recommendations from the 2019 parking study, including:

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

As a reminder, the following list represents completed and ongoing tasks relating to the recommendations:

- Updated mapping devices and technologies to highlight Norcross Public Parking locations
- Due diligence on increased street-level wayfinding signage and parking signage
- Provided written information to the public about parking

- City staff conducts formal ride-throughs to assess parking use
- Creating more street-level parking by adding spaces along South Peachtree Street

Downtown Manager Melissa Zeigler and Economic Development Director William Corbin have been leading the coordination of implementation efforts. The following steps have been taken:

January 30
Initial staff meeting about downtown parking. Participants included **Tracy Rye** (Assistant City Manager/Community Development Director); **Matthew Zaki** (Director of Public Works, Utilities, & Parks); **Melissa Zeigler** (Downtown Manager); **Christabel Ghansah** (Capital Projects Manager); **Charlene Marsh** (Assistant to the City Manager); and **Louisa Tovar** (Senior Planner).

Staff decided to proceed with implementing wayfinding and signage improvements, in collaboration with the Communications Department.

Staff also decided to move forward with Recommendation #8 and Recommendation #10, which both involve the Downtown Development Authority:

> **8.** The DDA or a new Parking Authority can be empowered to administer a parking management program
>
> **10.** Continue coordination with Downtown Development Authority, business community, and general public

February 9
At its regularly scheduled meeting, the DDA agreed to assist the city with implementing the parking recommendations.

February 23
Staff helped facilitate a conversation about parking between the DDA & the Historic Norcross Business Association (HNBA), at the HNBA's monthly business meeting.

Staff collaborated with the DDA to issue a survey about parking to the downtown businesses.

Based on these interactions, it appears that most businesses agree with moving forward to implement wayfinding/signage improvements as well as increased lighting to City Hall Parking.

City staff will continue with due diligence and obtain cost estimates.

April 17
Downtown Development Authority plans to present a parking option to Mayor & Council at the Policy Work Session.

Financial Impact
TBA

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

Next Steps
City staff will research and obtain cost estimates.

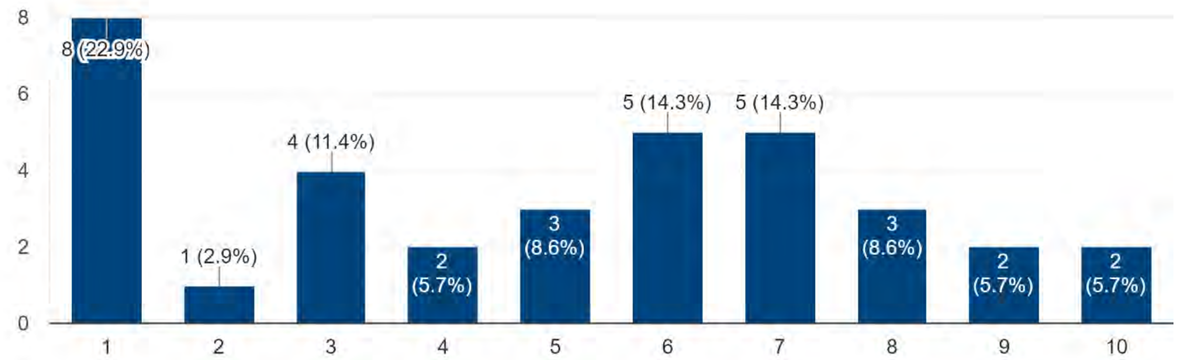
Attachments
Parking Survey – Downtown Businesses
Summary – Norcross Parking Study
Parking Implementation Program
Downtown Norcross Parking Study_March 2019

Update
Not Applicable

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

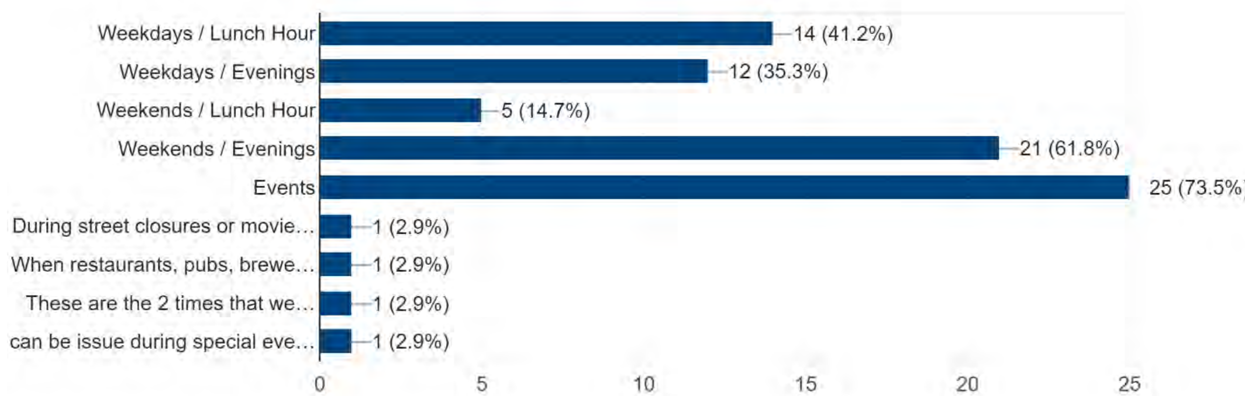
1. On scale from 1-10 how satisfied are you with parking in Historic Downtown Norcross?

35 responses



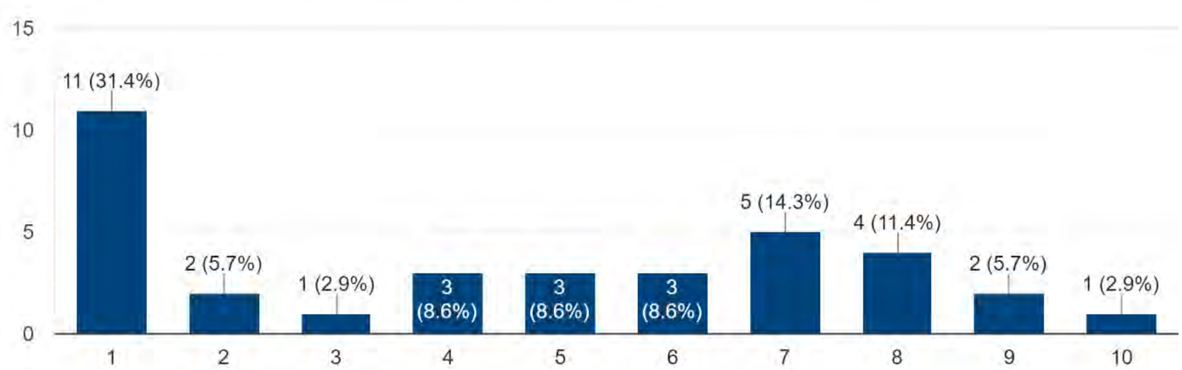
2. When is parking an issue in Historic Downtown Norcross?

34 responses



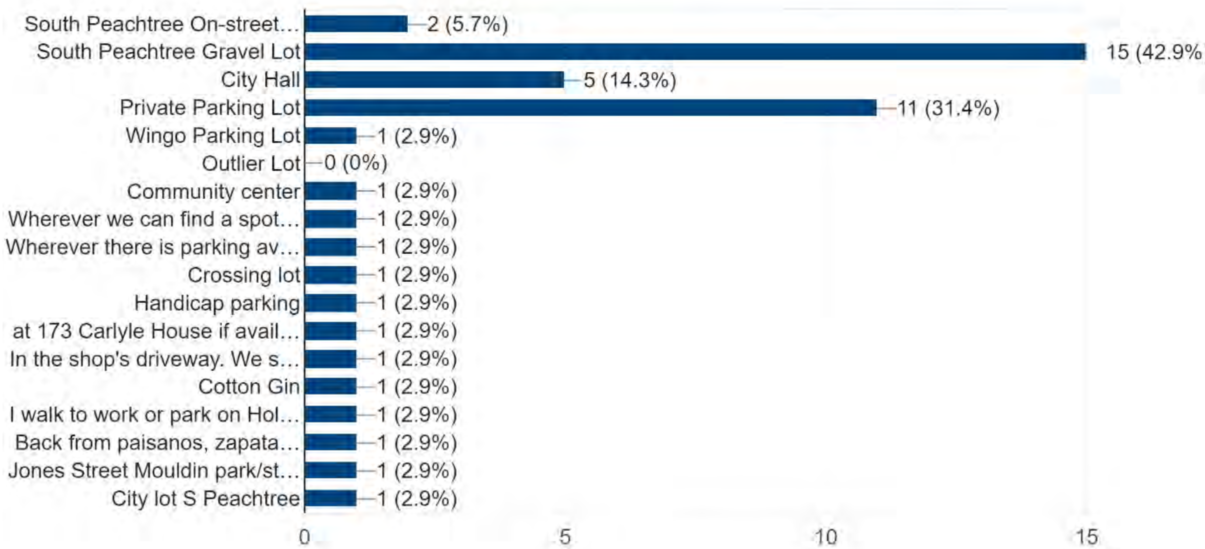
3. In general, do you feel there is adequate parking supply for your customers?

35 responses



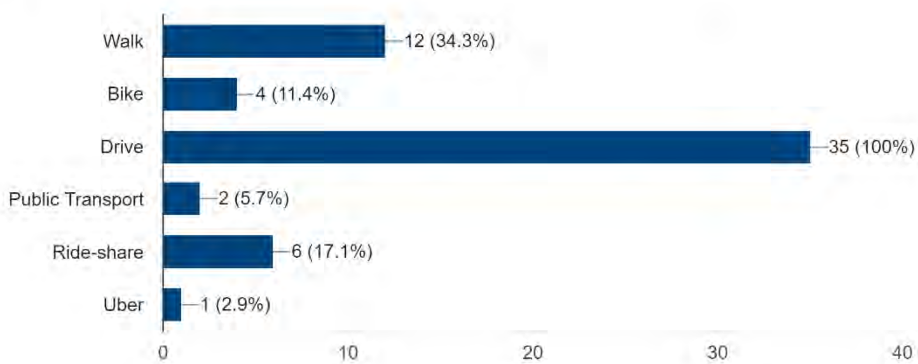
4. Where do you and your employees predominantly park?

35 responses



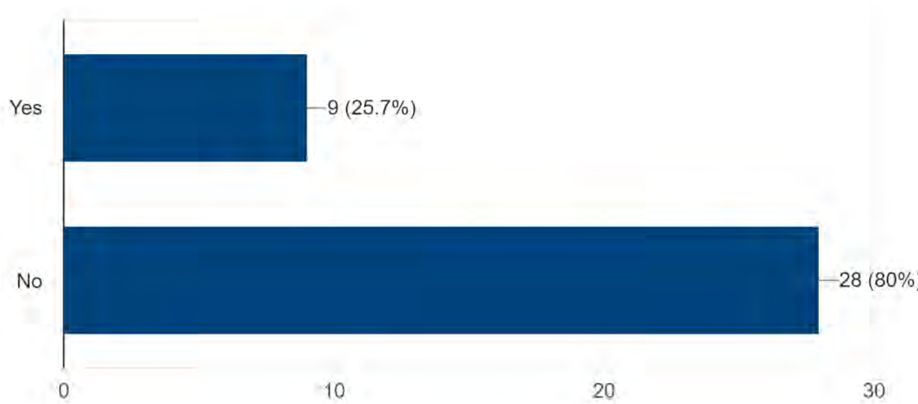
5. How do your customers get to downtown Norcross?

35 responses



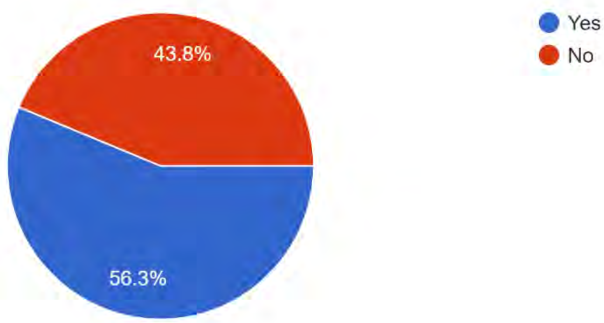
6. Do you and your employees currently have a parking sticker on your vehicle(s)?

35 responses



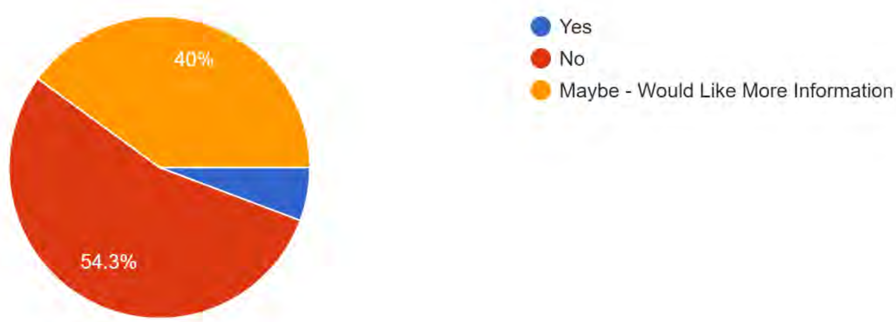
7. Will you agree to park at the gravel lot once it is paved by the city?

32 responses



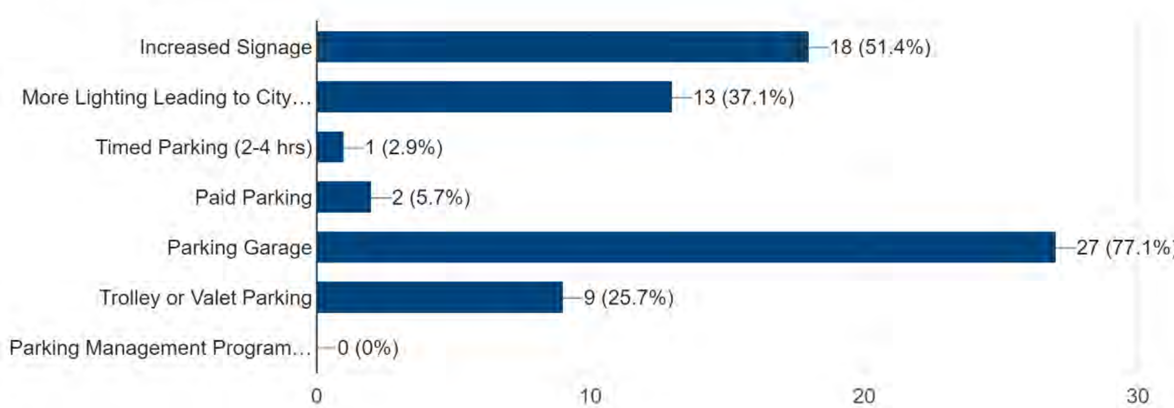
8. Would you agree to a CAM (Common Area Maintenance) fee if it were to assist in bringing parking solutions?

35 responses



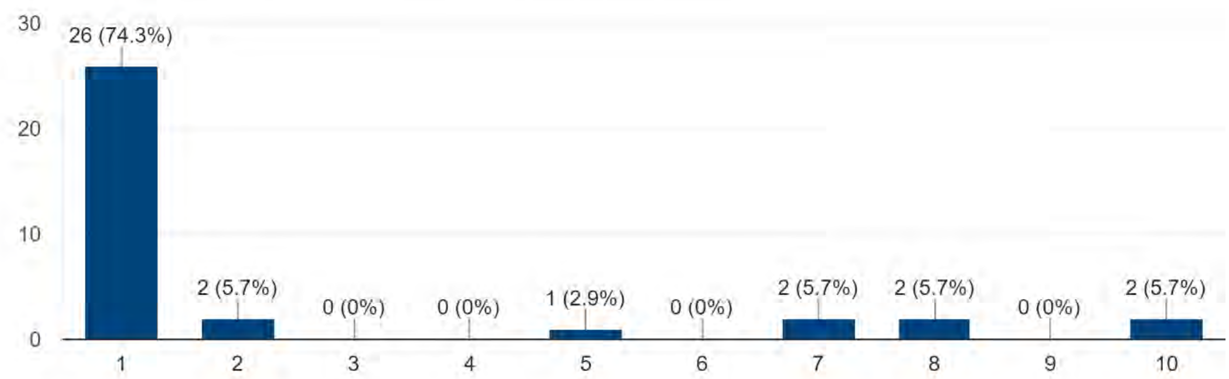
9. Out of the below suggestions, which items would you prefer to be implemented? Select all that apply.

35 responses



10. How would you feel about paid parking during peak hours.

35 responses



Is there anything else that you'd like to tell us? 20 responses

Don't think the problem is as bad as some say. Paving the gravel lot is a good idea. But not the solution with the additional businesses being added down on the south end won't be enough parking down there either.

Paid or timed parking is typically results in people NOT wanting to come and will deeply negatively impact our businesses. The goal now is to encourage stroll and shop mentality. Valet parking on weekends evenings would be acceptable as a common practice in most cities.

A parking garage at the Community center or in the City Hall parking lot is greatly needed

There have plenty of opportunities over the years for downtown to have a parking garage/fix this parking situation. Instead, spots are taken away for flower beds, spaces have diminished, and lots dictated to be for employees are used for food trucks for events and are so far away that no restaurant employee in their right mind is going to walk to it with a fist full of cash from their shift at the end of the night (11 o'clock in the dark, no thank you). Stop putting in new businesses and not creating more parking. The next project should be a parking garage. Period. The businesses of Norcross pay a small fortune in taxes for us to be treated like such second class citizens. We are what makes Norcross thrive. Not these chintzy festivals and events that bring in people who don't spend any money in our little historic district. We've talked ourselves blue in the face for the last 15 years and no one has listened, but thanks for this really helpful survey.

The gravel lot is a long walk that is poorly lit at night. To have employees of businesses park there would mean they are walking, in the dark and possibly inclement weather, down the street and past the intersection where people speed and ignore pedestrians, into a parking area that is dark and not well maintained or secured. Adding new businesses should automatically mean adding more parking. There are employees, patrons and vendors that you need to account for each time. Individuals should NOT be asked to pay the price for the, so far, incredibly poor planning done by the city by way of paid parking or additional fees.

You guys screwed the pooch when you messed with the big lot near the train tracks. People were able to pack a fair amount of cars in there with little to no trouble during events now there is barely enough parking for the amount of employees working in the surrounding restaurants and shops during said events. We also had people waiting inside for a fair amount of time on regular weeknight waiting for other guests to park 🙄

The number one problem our customers have is parking. Our reservations are always late, or they just don't show up because they can't find parking. Also, every time there is an event you guys close down the only street that has parking (and put food trucks in front of all of your local restaurants).

Take into consideration we have a private lot. It doesn't stop some though......

I have my own parking deck at my shop so I will not pay any CAM. I think this is a horrible idea. Parking is not the problem some people seem to think. There is adequate parking as far as I can tell.

Stop allowing 200 seat businesses to open without addressing the parking situation. It can't always be about the search for the almighty dollar. The "South End" development would have been a perfect spot for a parking garage, but no, let's put more businesses there that you can't get to because there is no parking.

Paid parking, third-party maintenance, timed parking is a TERRIBLE idea. If you institute that, consider the likelihood that others will run for City Council and REVERSE that decision. Extend parking down S. Peachtree and alleviate issues on the South end. Consider other options for a small parking garage next to City Hall once the Police Services building is completed (or sooner). Garages built down on Buford Highway may help for events, but they will not help as customers are not going to walk uphill to restaurants and other relaxation. Trolley Parking would be a MUST if garages are built down by Buford Highway.

Im aware of opportunities that have been presented to the city that would help alleviate tsome of the parking issues but the city has not taken advantage of them. I can honestly say that I'm tired of this discussion. The same options have been presented by the city time and time again with no viable solution. With all of that said, parking does not have an affect on my business.

Me and my 1 business associate park in my private lot and so does several of our customers. My customers prefer to park in front of my shop or near by.

The gravel lot is nearly full and new businesses are opening soon on tne South End. The middle of south peachtree street parking, and North and South end Peachtree street parking options are necessary . All previous open areas are now fully occupied

I have 1 business associate, she and I park behind my shop and so does several of the customers

Is there any possibility of parking behind the development at the South End? It seems spacious to me.

There are too many events, particularly on Saturdays. I am a small business.

I don't want the City to go to paid or time limited parking. We can't afford to give people a reason not to come to Norcross. The current parking situation can be deterrent enough. Ultimately, we need more parking. But better signage and lighting will help. And paving the gravel lot and making sure it is well lit will give the employees adequate parking. Let's get these things done as quickly as possible and then re-access. The demand is only going to increase with Butter & Cream, Refuge and South End opening. Thank you for asking for our opinions.

Norcross is a destination city. People come from Atlanta and smaller cities north and south of the city to spend the day. They shop, dine, visit breweries, parks & galleries. They also come from other states for weddings at Carlyle House & Flint Hill for weddings. Timed parking will will totally change the relaxing , old school feel of Norcross, where couples, families and friends can come and spend a stress free day eating & shopping, visiting parks & galleries. I live and work in the Historic District. I walk and drive daily in downtown, every day at all hours My observation is that the problem is a "walking" & "signage" problem. Except during events, there are always parking spaces available on S. Peachtree and side streets. Signage and lighting would go a long way in relieving the parking problem, as long as people are willing to walk a little. People may not always get a spot in front of the restaurant, they may have to let older family members out and then look for parking spot. As the city grows, more spaces will be needed. Keeping the same number of spaces and limiting time someone can park there will only decrease the money people will spend intern by limiting what they can do in the time they've been a lotted. Smarter use of existing parking and expansion of parking spaces will optimize the time and money that visitors can spend in Historic Norcross.

people will park in front of our store, then walk down the street to 45 South or the restaurants on the other end. any type of paid parking will be a hinderance for our customers being able to easily come to our business.

SUMMARY – NORCROSS PARKING STUDY

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

PARKING STUDY FINDINGS

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

STUDY RECOMMENDATIONS

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

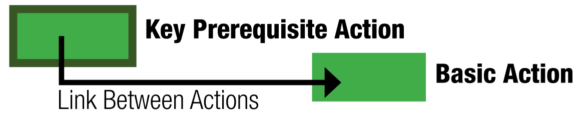
program. The City should also provide technical assistance to encourage private-to-private shared parking agreements, including:

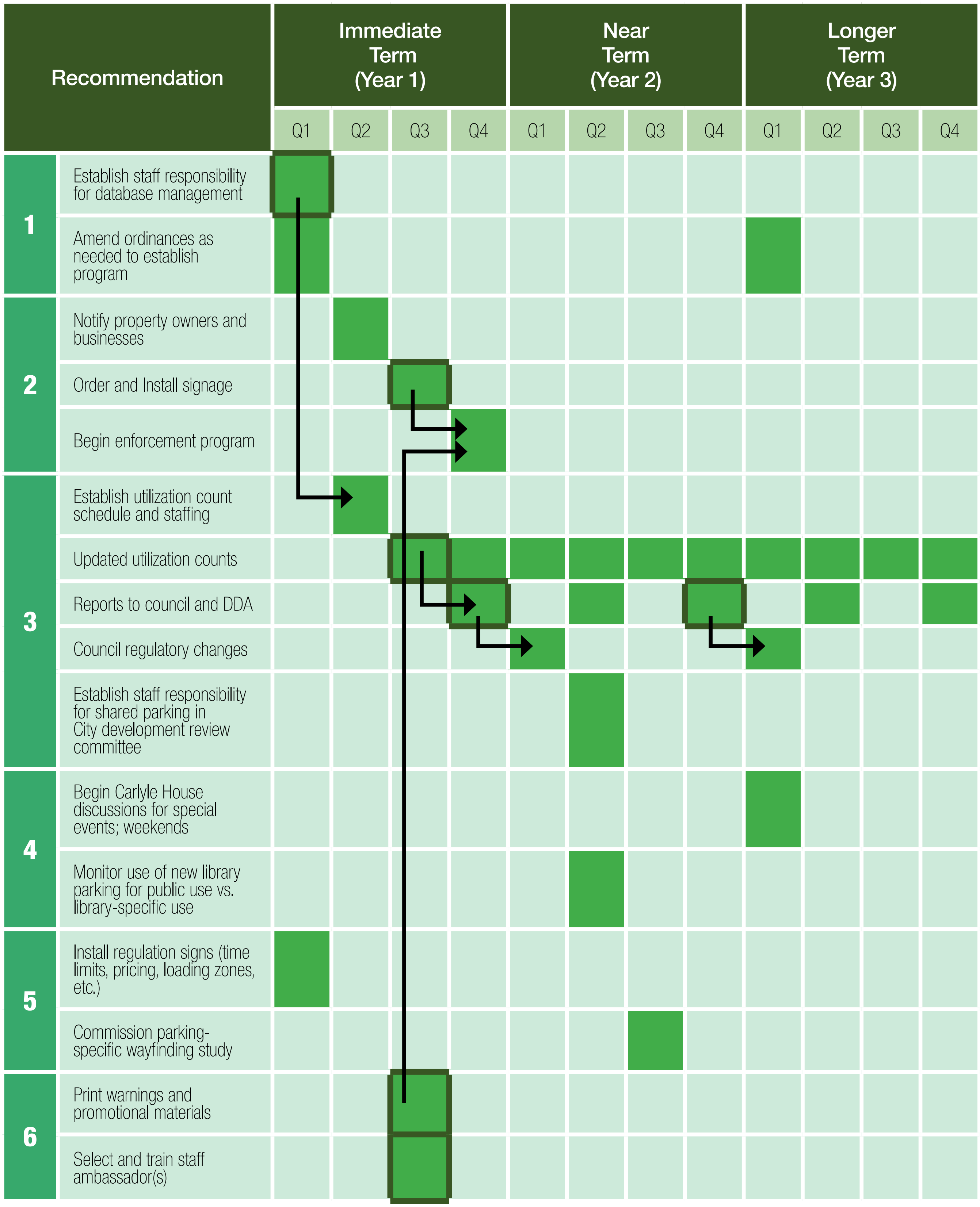
   a. Parking database, connecting parties to each other
   b. Educational materials about the benefits of shared parking
   c. Shared parking agreement template
   d. Cost and revenue sharing information

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

Implementation Plan Framework Matrix

Suggested timeline for major actions





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

Downtown Norcross Parking Study

2019 Update Summary Report

Prepared for the City of Norcross
March 2019

NORCROSS
a place to imagine

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

This page intentionally left blank for double-sided printing.

Table of Contents

Acknowledgments

MAYOR AND COUNCIL OF THE CITY OF NORCROSS

Craig Newton, Mayor
Andrew Hixson, Mayor Pro Tem
Elaine Puckett, Councilmember
Chuck Paul, Councilmember
Dan Watch, Councilmember
Josh Bare, Councilmember

CITY OF NORCROSS STAFF

Rudolf Smith, City Manager
Tracy Rye, AICP, Director, Community Development and Planning
Erica Madsen, P.E., City Engineer
Cate Kitchen, Downtown Manager

CITY OF NORCROSS DOWNTOWN DEVELOPMENT AUTHORITY

Jim McGarrah, Chairman
John Bemis, Chairman
Brenden Frazier
Jim Eyre
C. Norwood Davis
Rob Girard

CONSULTANT TEAM

Joel Mann, AICP, Stantec - Project Manager
Courtney Hillery, Stantec
Jennifer Shriber, Stantec
Bill de St. Aubin, AIA, Sizemore Group
Deanna Murphy, AICP, Sizemore Group
Chirag Date, Sizemore Group

This page intentionally left blank for double-sided printing.

Executive Summary

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

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

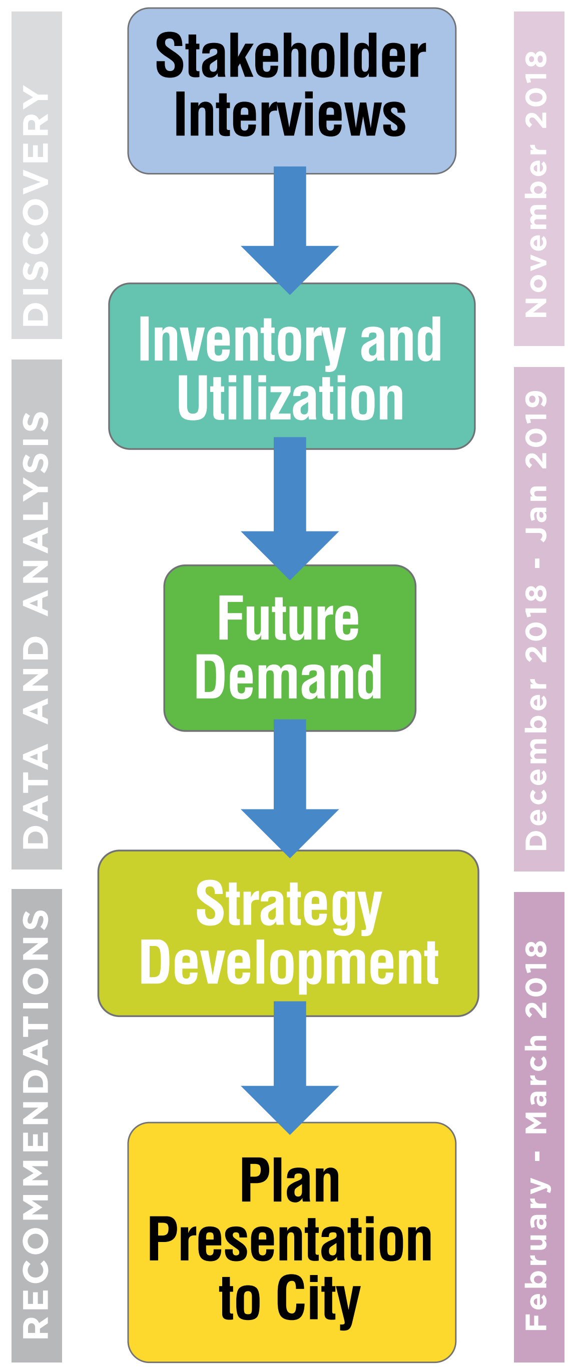
This study was undertaken to answer this question, and in so doing help the City refine its strategic direction for managing parking and making it available to downtown visitors. This included understanding what parking exists, how it is generally available, and other development factors that point to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

Background and Study Steps

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

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

The Downtown Norcross Parking Study Process



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

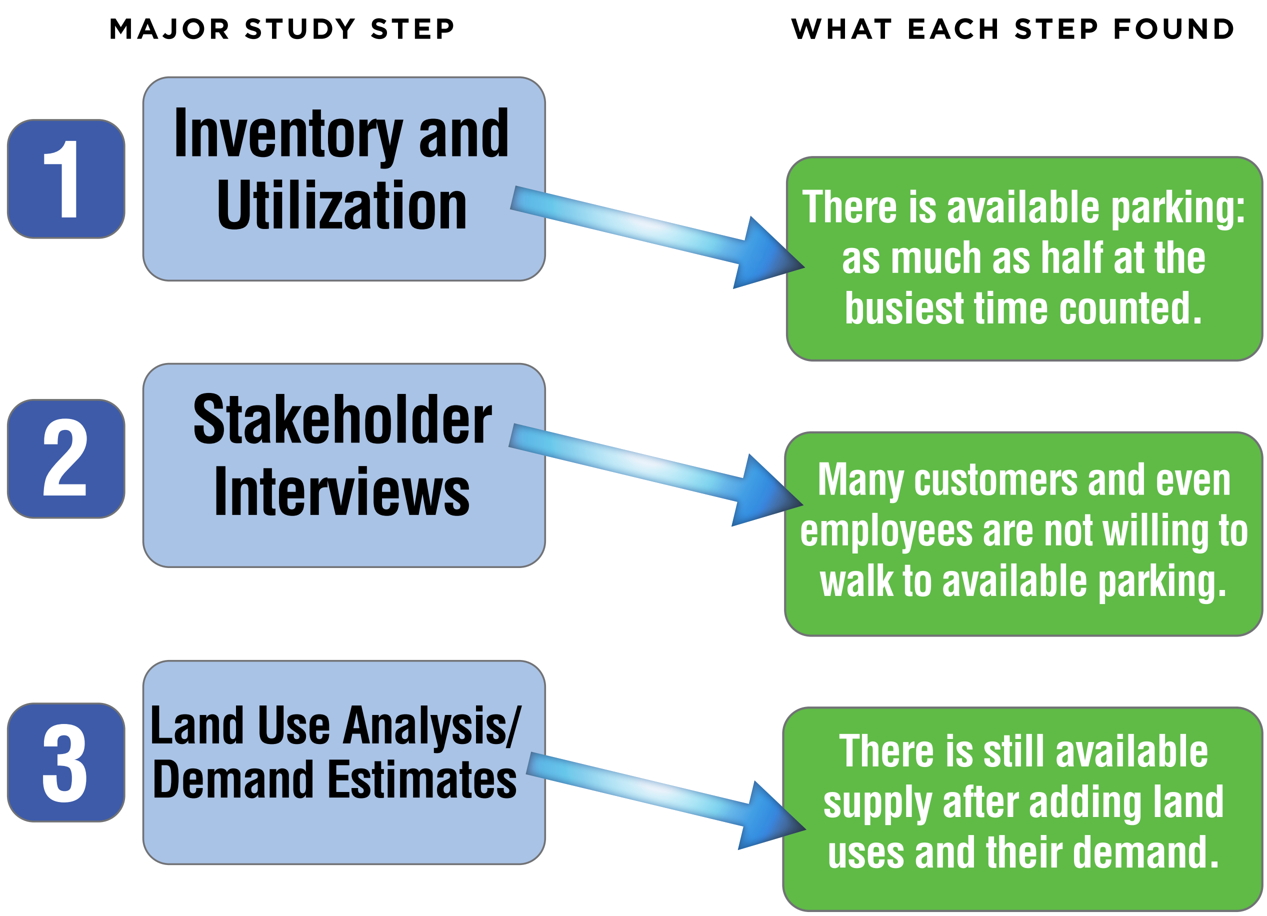
As a second step, the study used this data in a series of conversations with stakeholders and elected officials on how parking policies could be modified and used to support new development. The team met with merchants and other representatives of the downtown Norcross business community, the Downtown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

To study this further, the study's third step involved estimating parking demand based on a current profile of land uses and expected future development, comparing these to the current amount of parking occupancy as demonstrated in the first step. This is a useful way to compare national industry knowledge and research on typical parking behavior to what parking utilization was actually observed—allowing Norcross to have a planning tool to understand the impact of new development on downtown's parking supply.

Study Findings

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

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



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

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

Study Recommendations

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

These strategic management approaches include:

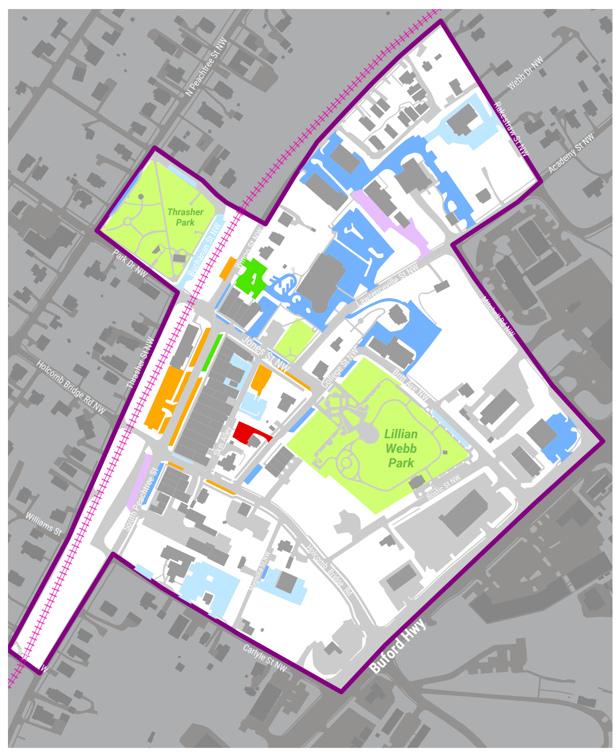
- Moving forward with more advanced methods of parking regulation, ultimately moving toward implementing time limits and, in the future, potentially pricing on spaces that are high in demand but low in availability.
- Continuing to monitor and report on downtown's parking use and activity so that City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

What's Next for Norcross?

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

Spaces that are available for use, like those at City Hall, are not always highly occupied.


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



0-30%	30-60%	60-80%	80-90%	90-100%	100%+

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

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

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

- Parking could be shared more effectively to capture the different levels of demand occurring at different times of day.
- Some parking close to the heart of downtown's business community is regularly heavily used, suggesting that current means of managing it have not yet made that parking available to customers. However, less-desirable parking in close proximity is not used as heavily, even though it is available to the public.
- The City might be able to realize lower costs and expenditures on 'new' parking if it can partner with private property owners to use and share their parking, taking on management and enforcement of use just as they would with public parking supply. Through the study, the City now has a full inventory of downtown spaces and snapshots of how they are utilized. Continued counting of parking occupancy can better establish trends and patterns so the City knows what parking is expected to be available at given times.
- As management of parking is implemented, the City can continue to provide information to businesses, employees, and visitors on parking options. Signage and wayfinding help with this, but ongoing coordination with the Downtown Development Authority, the business community, and the general public will help as well.

Study Background

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

Why Perform the Study?

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

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

Key Steps to the Analysis

The study consisted of three primary analysis tasks:

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

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

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

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

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

Data Collection

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

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

Stakeholder and Council Engagement

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

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

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

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

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

Estimating Parking Demand

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

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

Strategy development

One of the main purposes of the study was to understand the true relationship of parking supply, demand, and potential for absorbing future demand from added economic activity downtown. However, the study also sought to assess current City practice in parking management and offer recommended strategic approaches based on current and emerging parking needs. Regardless of the study's recommendations for parking supply, the City noted from the beginning of the study that downtown had no significant parking management in place, and that many user perceptions of parking shortages or difficulty seemed to stem from the locations of highest demand being consistently used at high levels with no system of management to balance demand and distribute it to other available parking.

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

Analysis and Findings

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

Inventory

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

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

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

Table 1: Parking Inventory Summary

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

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

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

Once complete, the future library site south of the downtown core will be the largest parking area. This private lot will have 100 spaces, with the City having entered into an agreement to use surplus spaces outside of the library's regular opening hours.

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

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

Utilization

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

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

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

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

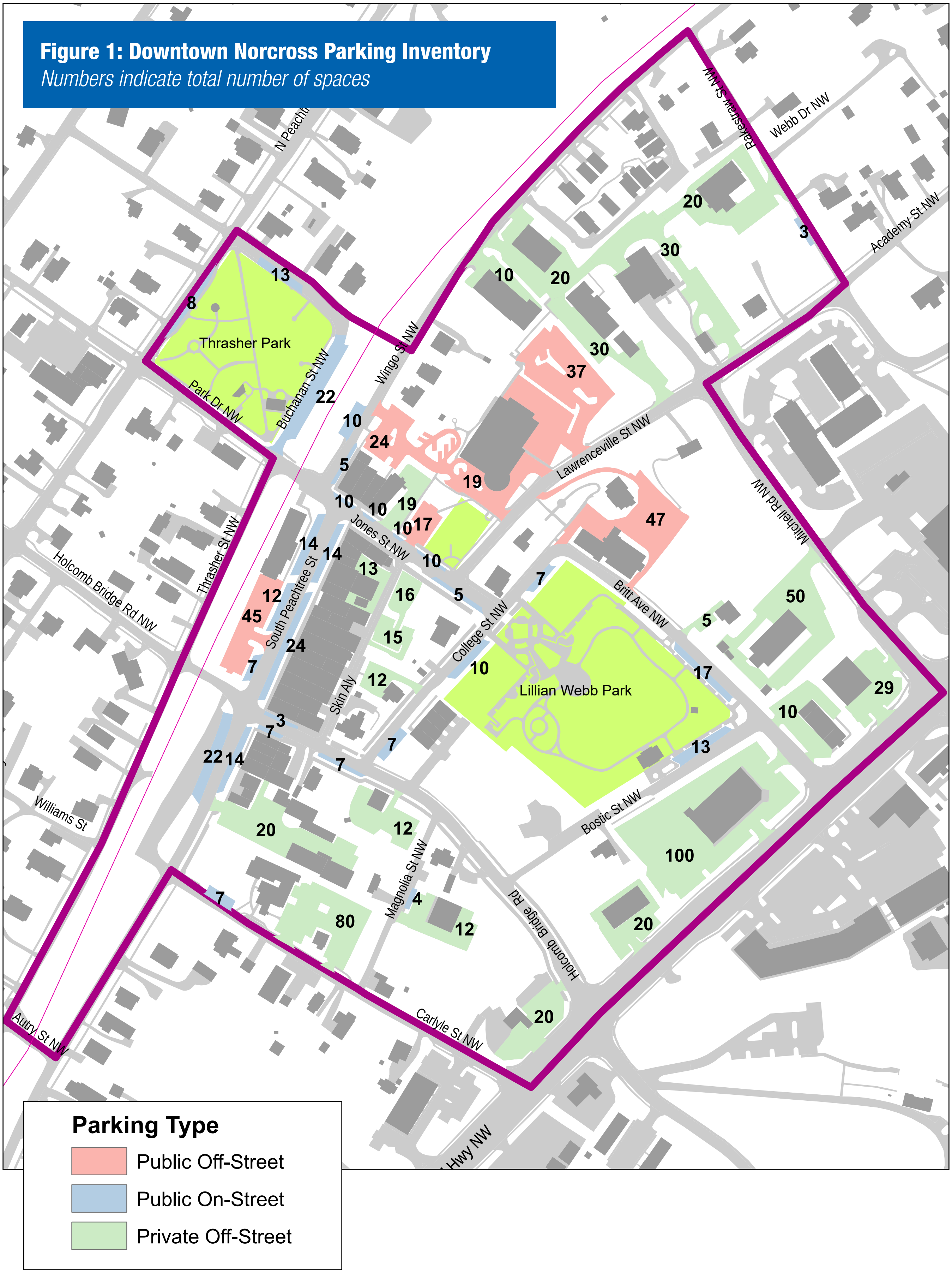


Figure 1: Downtown Norcross Parking Inventory
Numbers indicate total number of spaces

Attachment: Downtown Norcross Parking Study_March 2019 (23-6646 : Parking Study Update) land use or organization. However, private lots such as the City Hall lot offer ample parking for visitors to the general downtown area and are also generally used well below their capacity.

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

Comparing utilization and expected demand

The study is based on planning ahead for ongoing and continued future growth in downtown so that decisions may be made to manage downtown's parking supply appropriately. To do this, the study has considered both current parking demand and future parking demand.

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

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

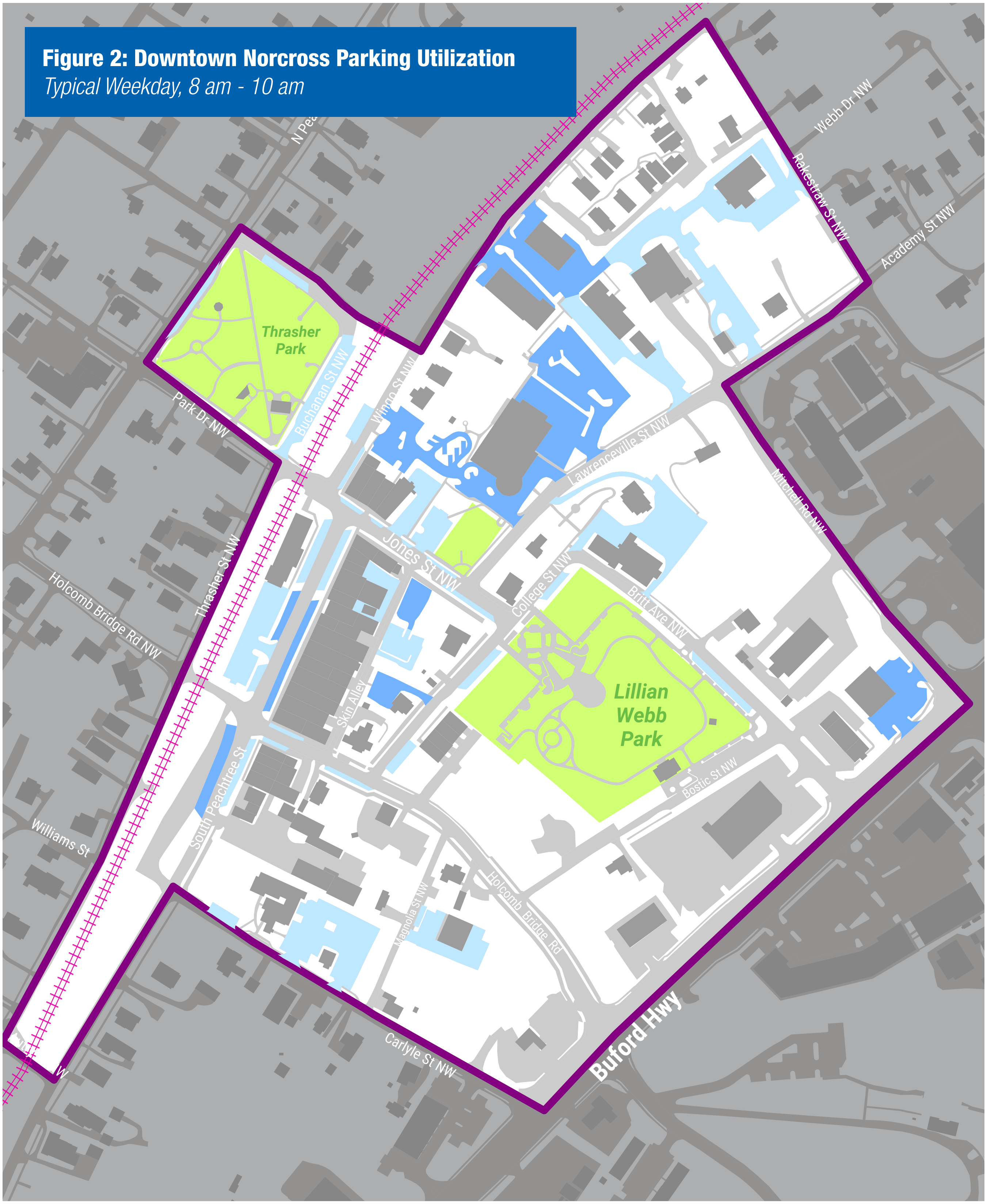
text continues on page 21 after figures

Table 2: Summary of Utilization

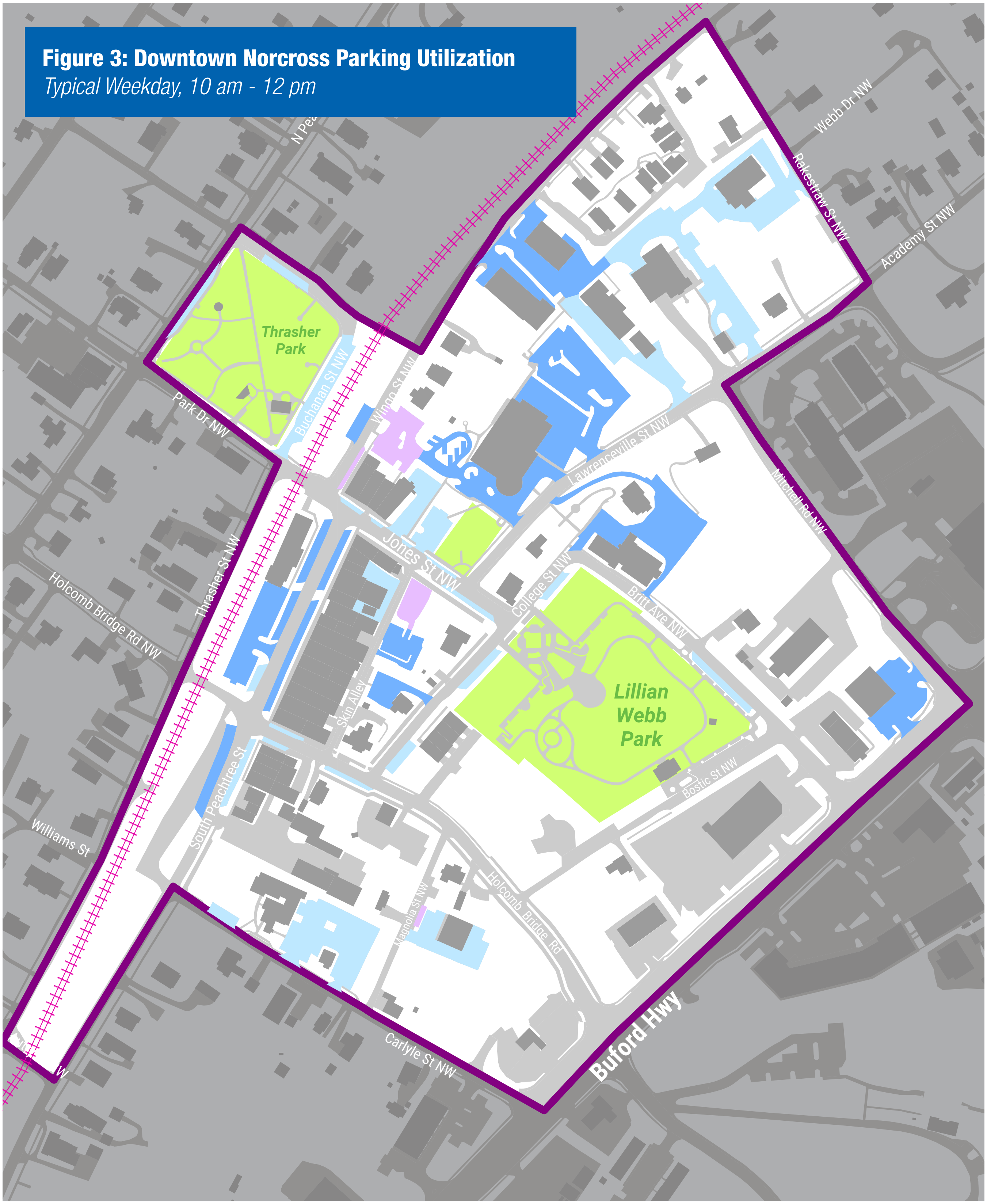
Parking Facility Type	Number of Spaces	Typical Weekday Utilization											
		Morning				Midday				Evening			
		8 am - 10 am		10 am - 12 pm		12 pm - 2 pm		2 pm - 4 pm		4 pm - 6 pm		6 pm - 8 pm	
TOTAL SPACES	**761**	**163**	**21.4%**	**247**	**32.5%**	**376**	**49.4%**	**297**	**39.0%**	**277**	**36.4%**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

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

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

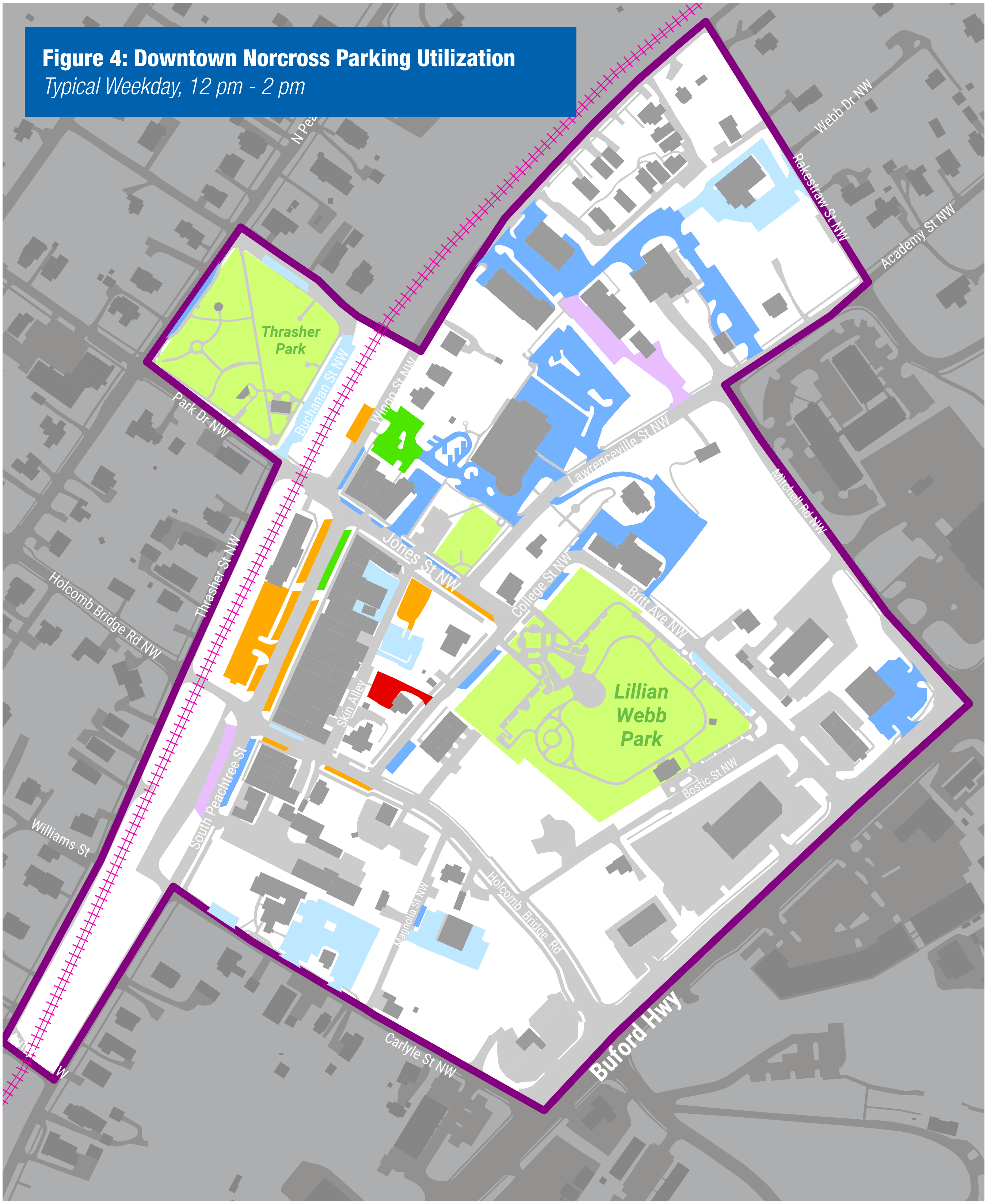


Rates of Parking Utilization	0-30%	30-60%	60-80%	80-90%	90-100%	100%+



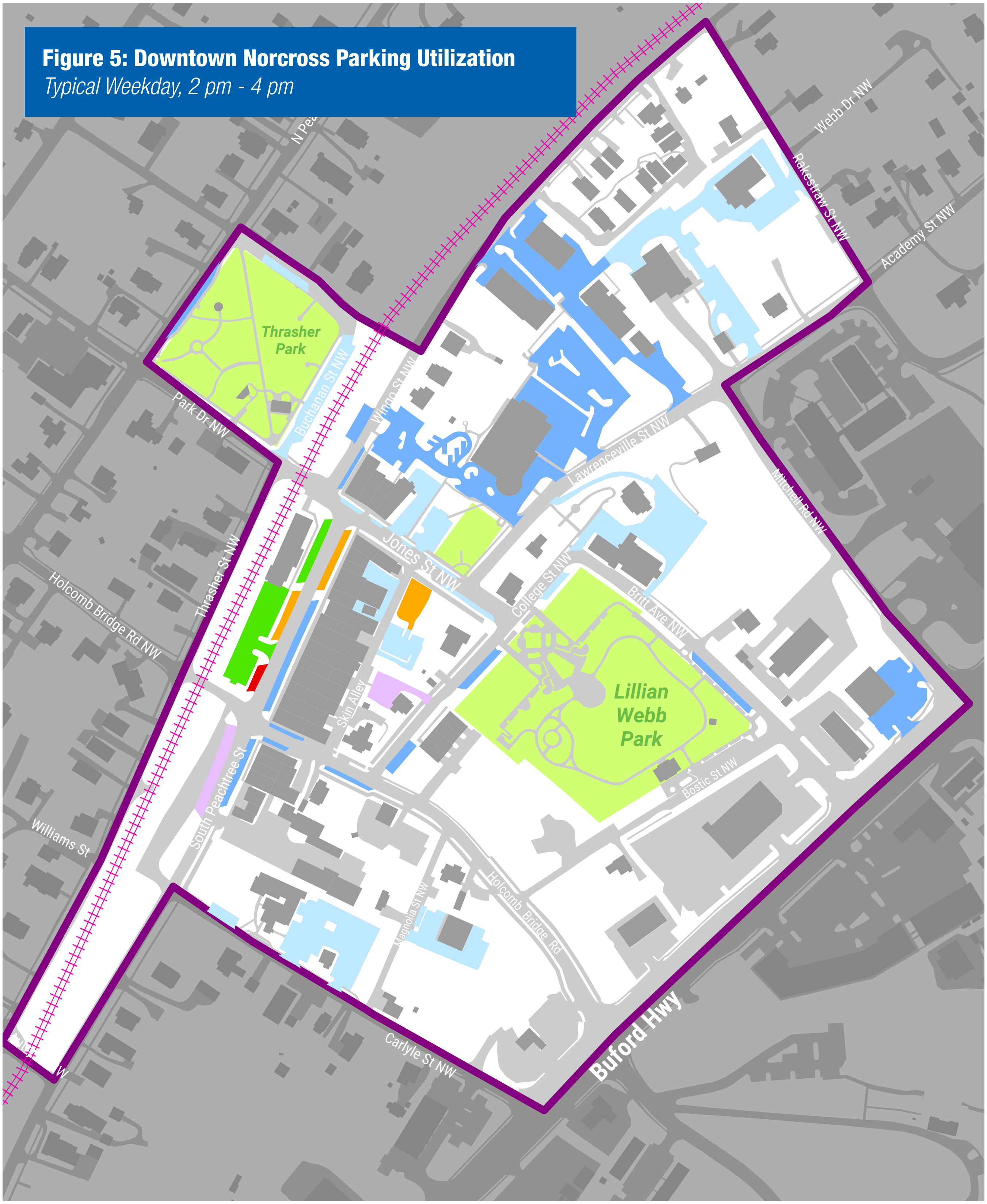
Rates of Parking Utilization

0-30%	30-60%	60-80%	80-90%	90-100%	100%+



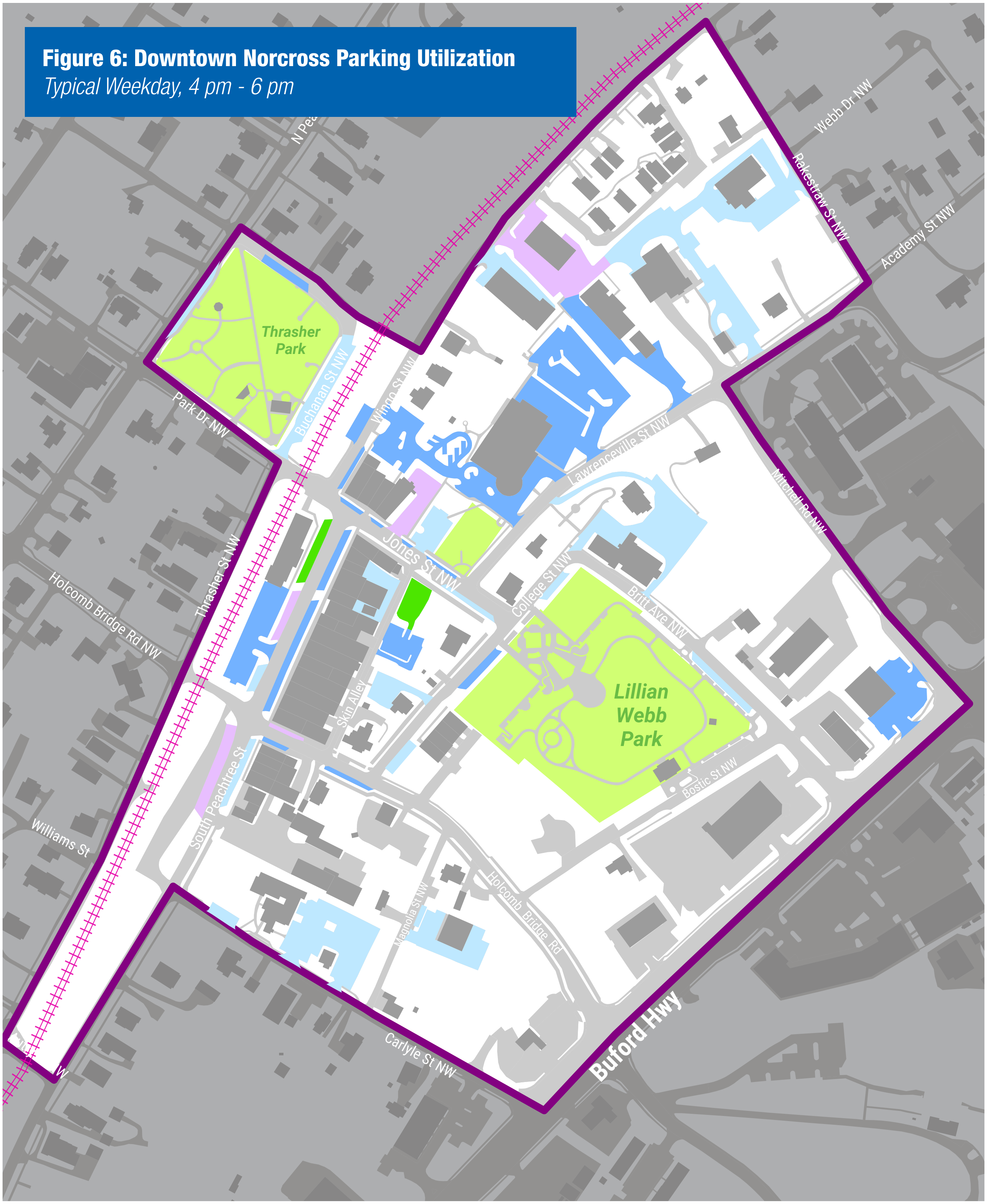
Rates of Parking Utilization

0-30%	30-60%	60-80%	80-90%	90-100%	100%+



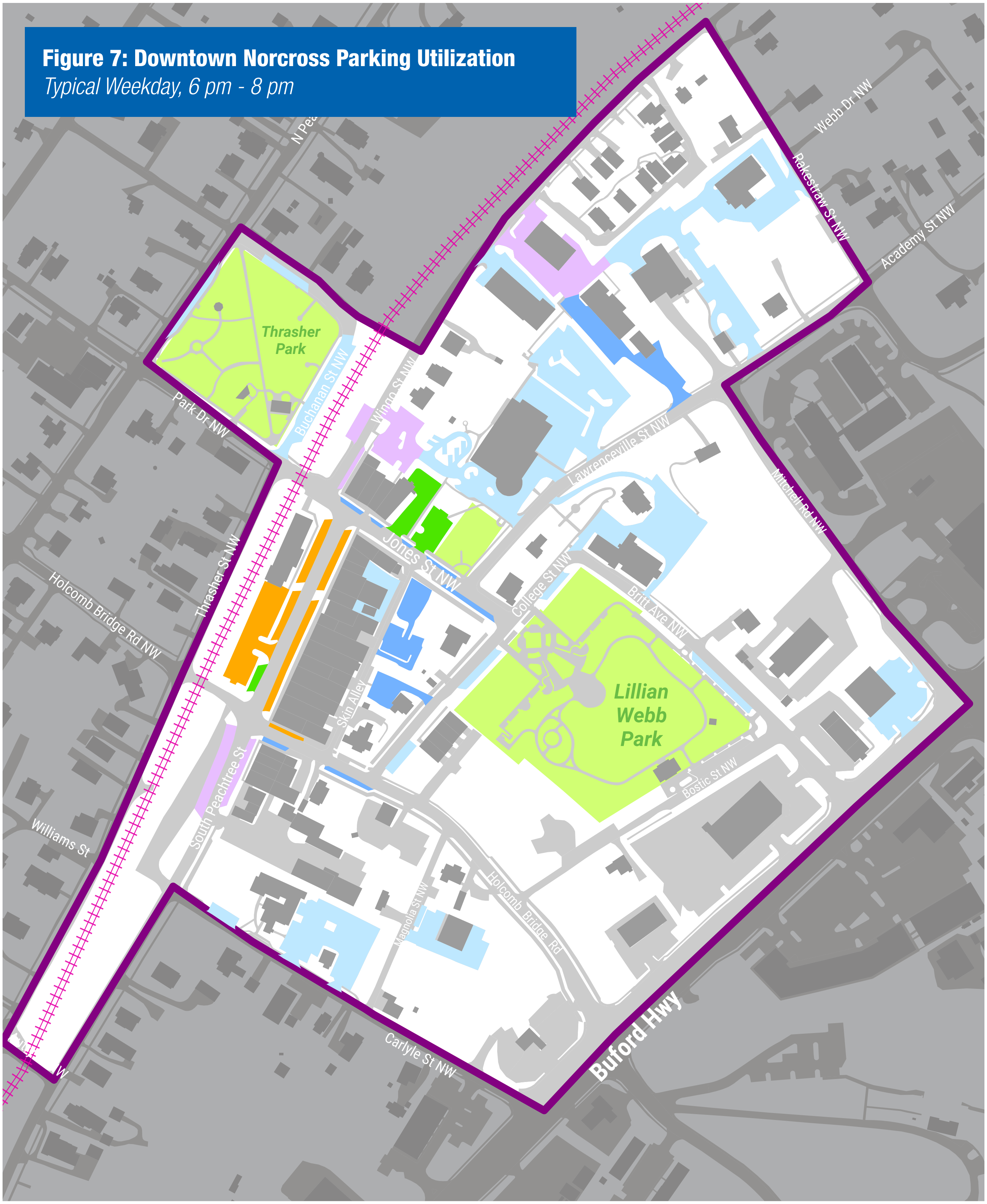
Rates of Parking Utilization

0-30%	30-60%	60-80%	80-90%	90-100%	100%+



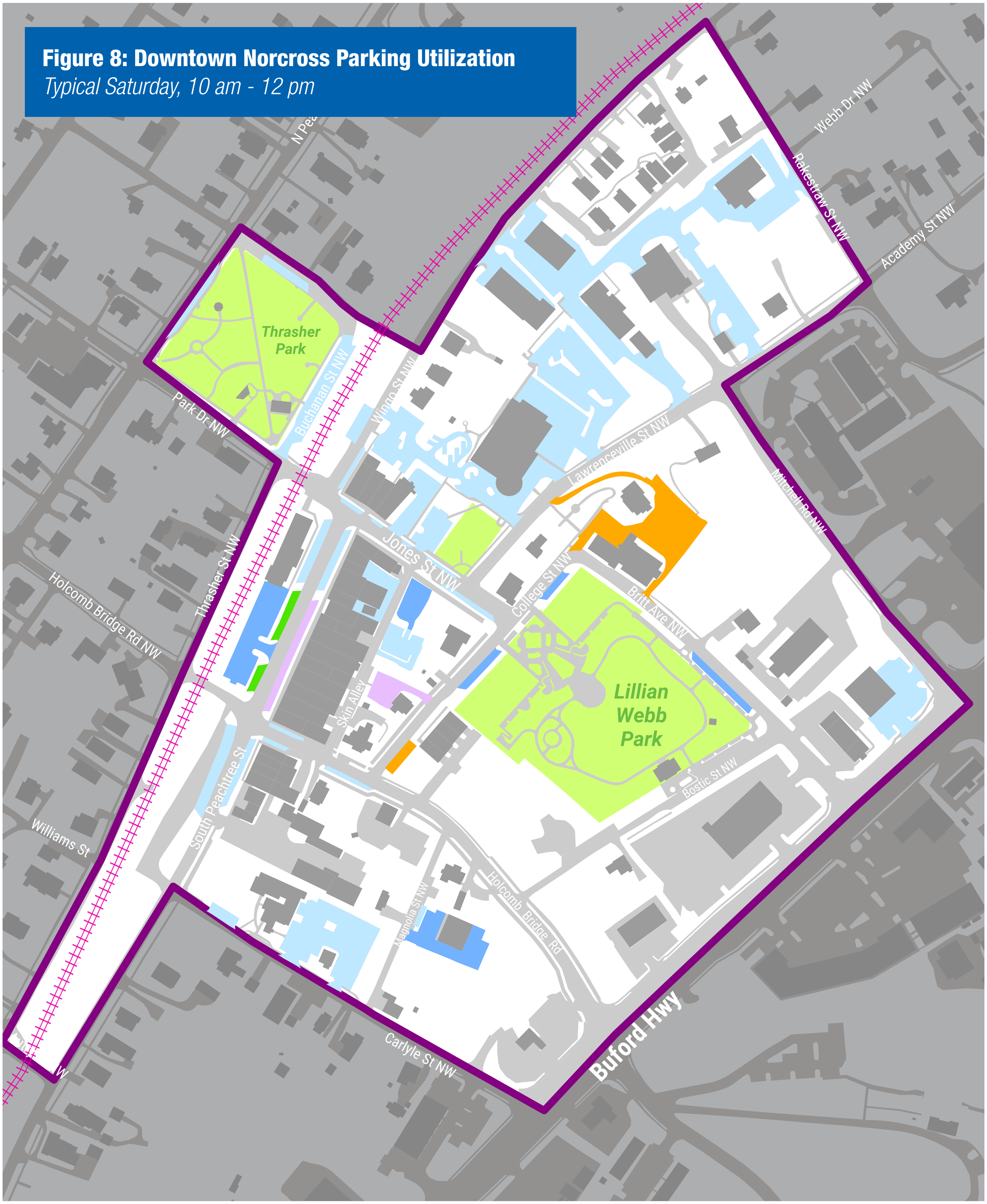
Rates of Parking Utilization

0-30%	30-60%	60-80%	80-90%	90-100%	100%+



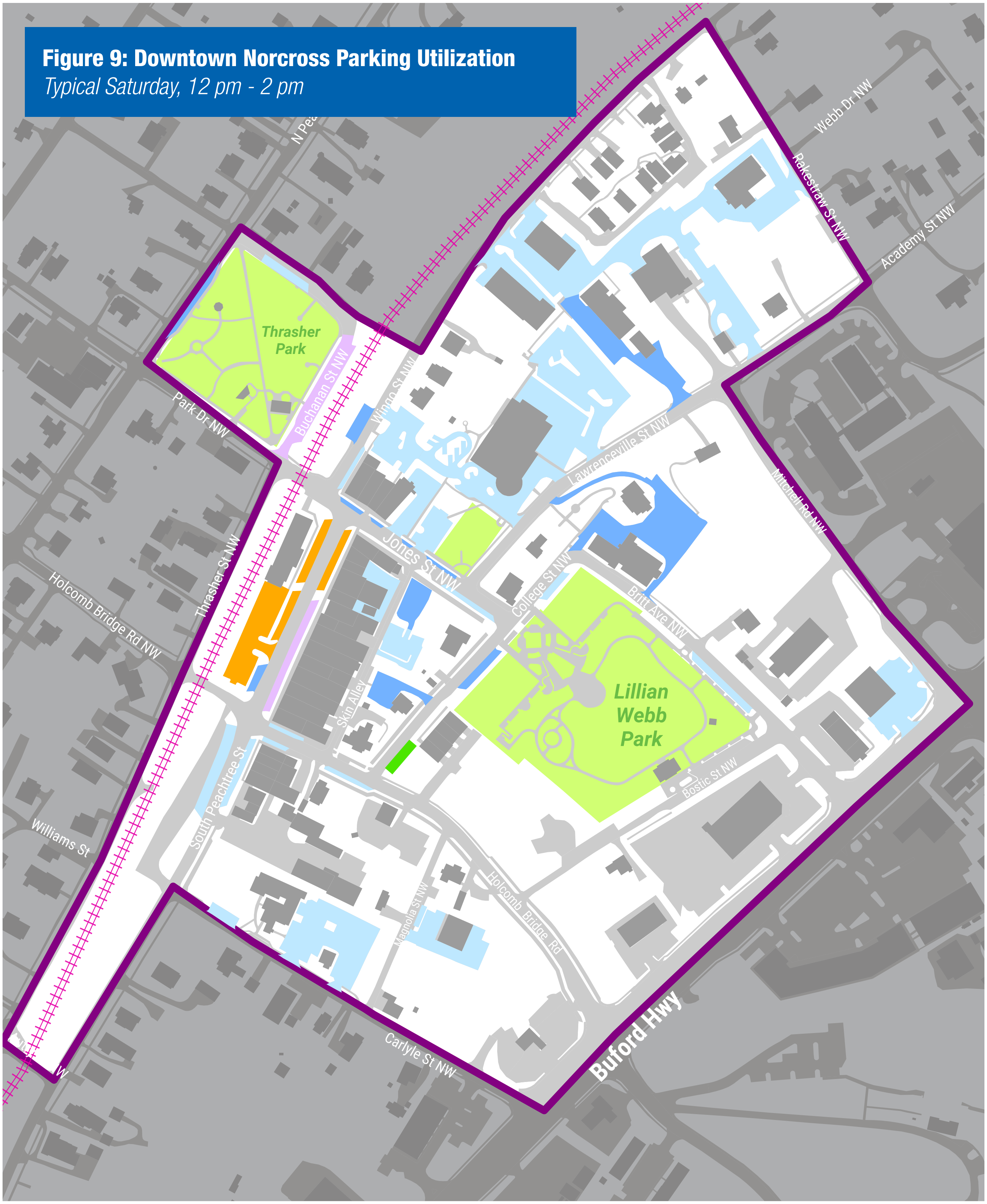
Rates of Parking Utilization

0-30%	30-60%	60-80%	80-90%	90-100%	100%+



Rates of Parking Utilization

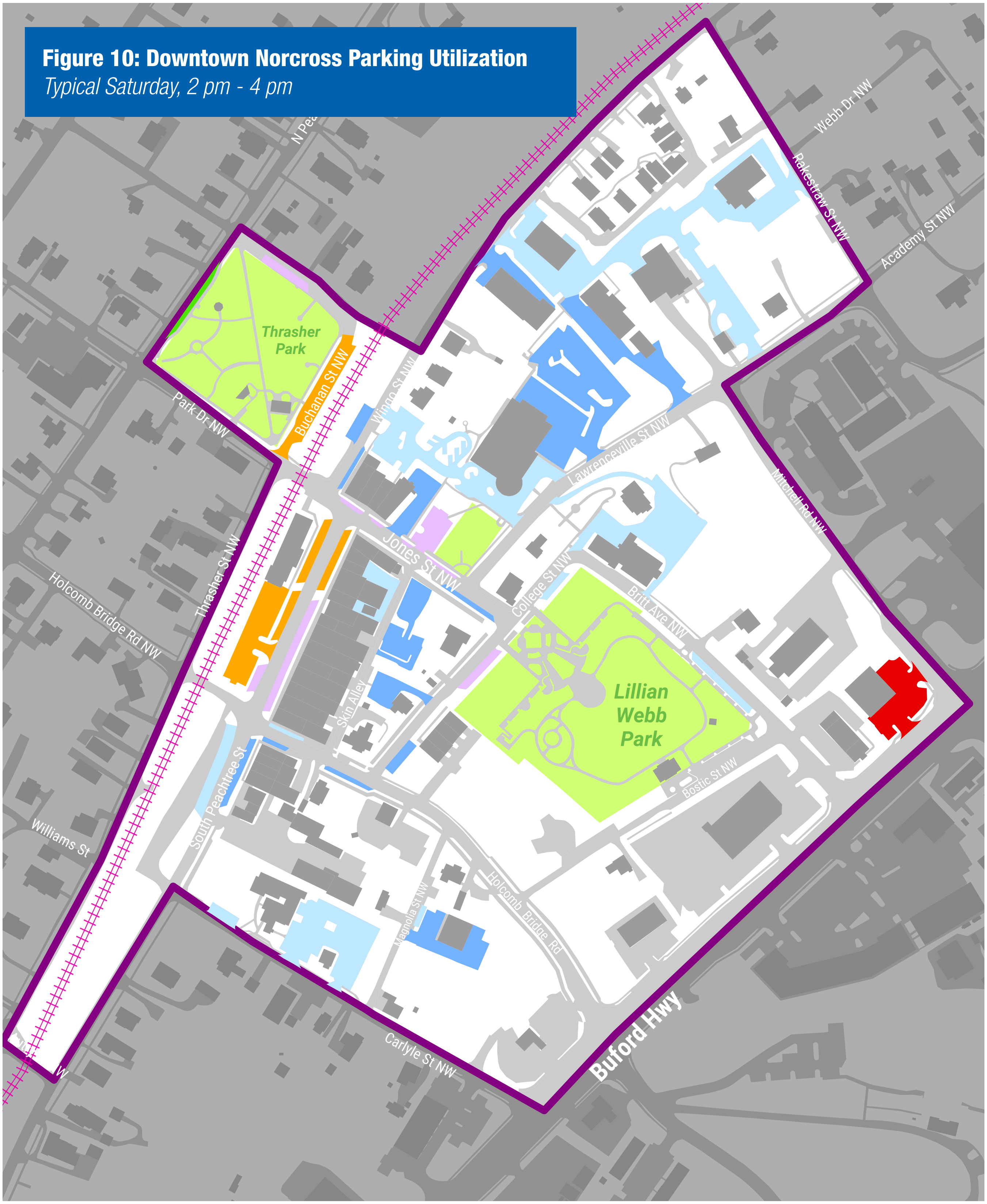
0-30%	30-60%	60-80%	80-90%	90-100%	100%+



Rates of Parking Utilization

0-30%	30-60%	60-80%	80-90%	90-100%	100%+

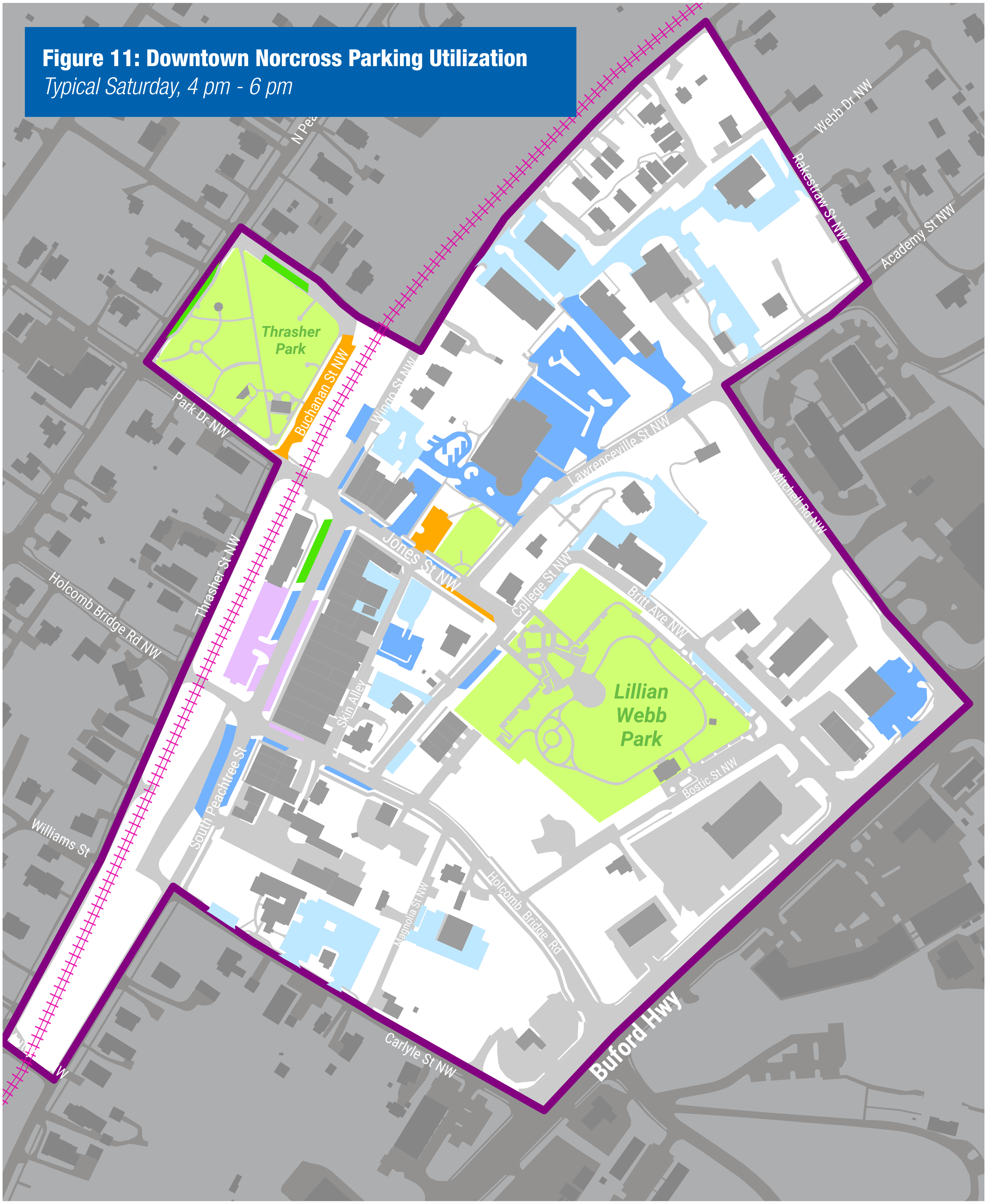
Figure 10: Downtown Norcross Parking Utilization
Typical Saturday, 2 pm - 4 pm



Rates of Parking Utilization

0-30%	30-60%	60-80%	80-90%	90-100%	100%+

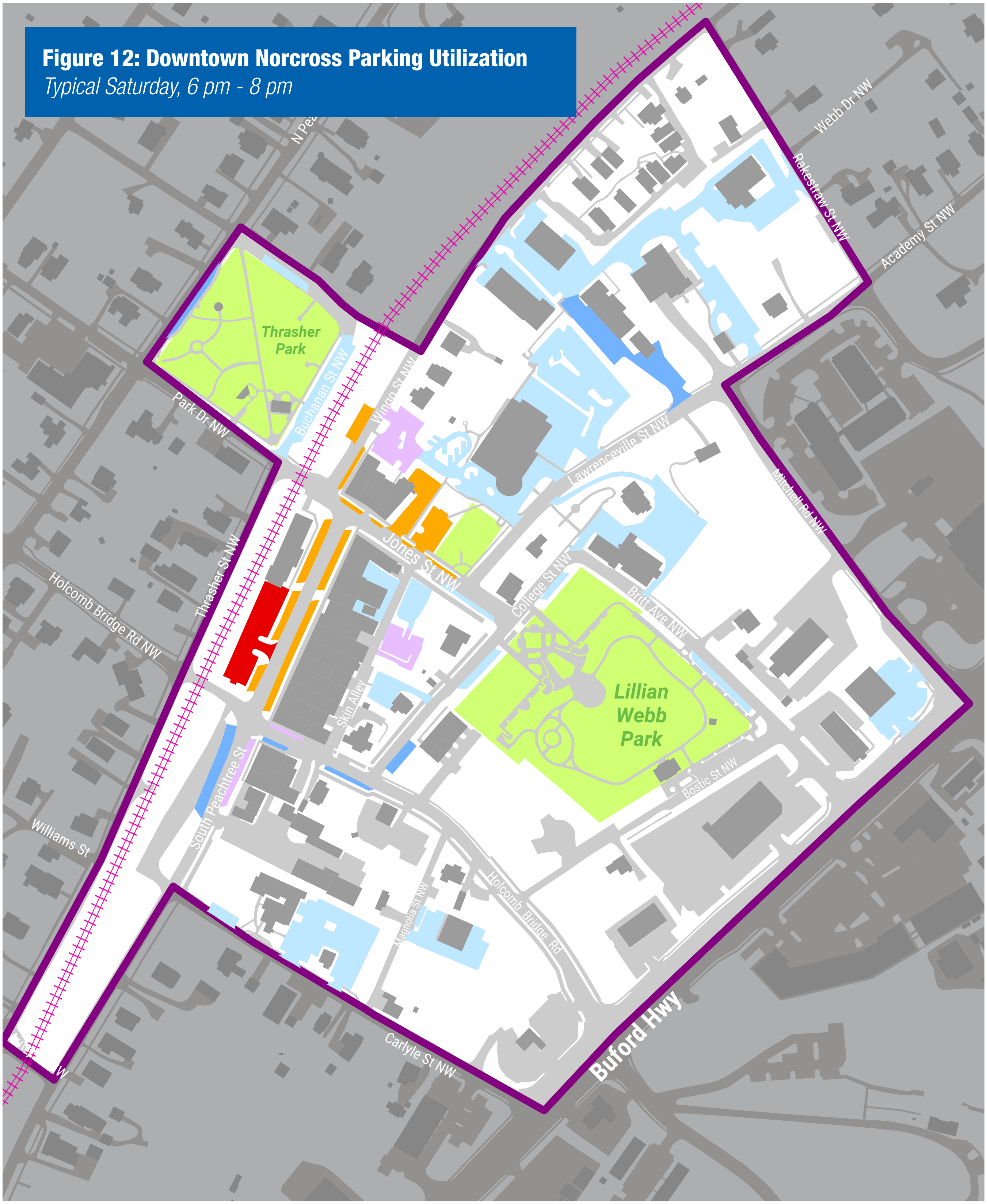
Figure 11: Downtown Norcross Parking Utilization
Typical Saturday, 4 pm - 6 pm



Rates of Parking Utilization

0-30%	30-60%	60-80%	80-90%	90-100%	100%+

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



Rates of Parking Utilization

0-30%	30-60%	60-80%	80-90%	90-100%	100%+

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

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

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

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

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

The study also distinguishes between the unshared demand that results from all parking facilities exclusively supporting a single use and the real demand that reflects when different land uses truly demand their full range of parking—a dynamic influenced by operating hours and when residents are at home.

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

Unshared demand and real demand

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

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

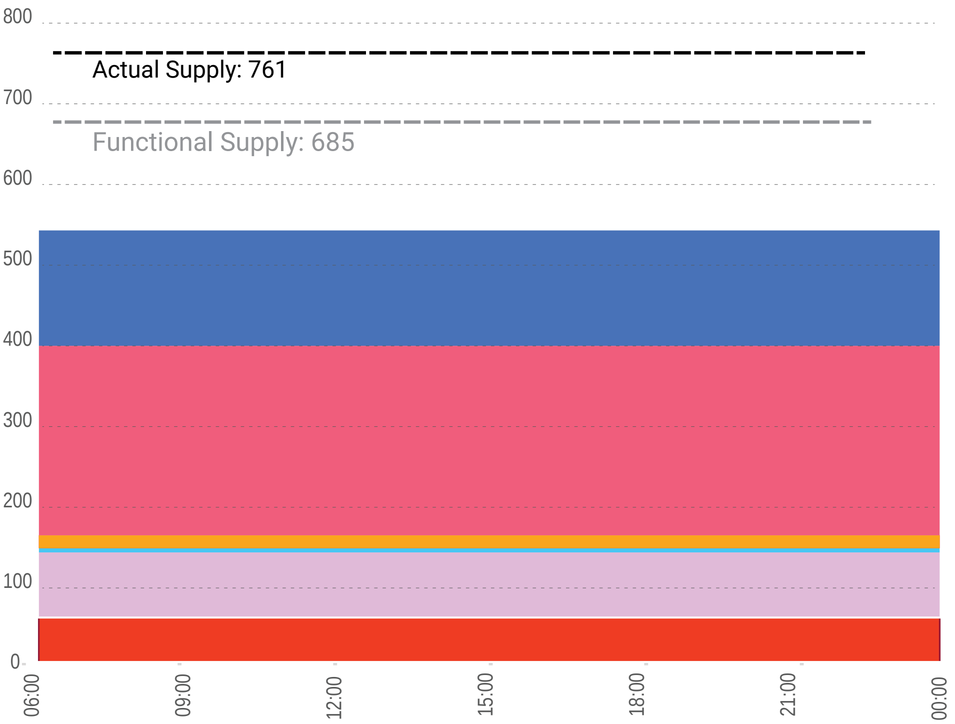
Instead of viewing parking demand in this manner, it is useful to consider the real demand that reflects when different land uses are active and when parking demand would be expected there. As shown in Figures 13 and 14 on the following page, the difference between unshared and real demand estimates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

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

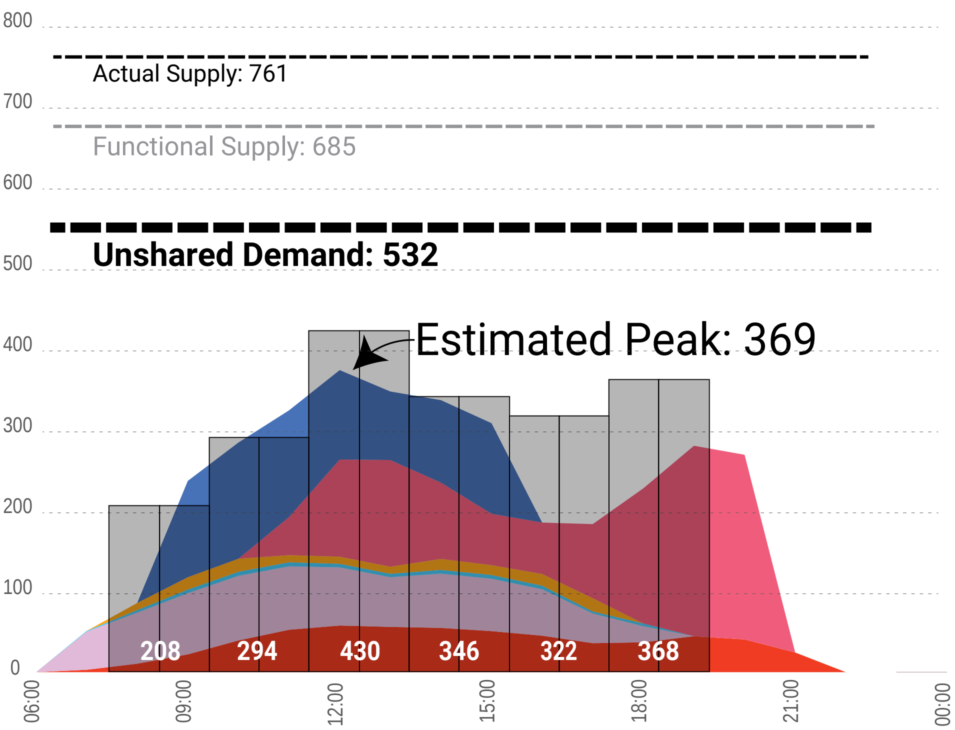
Even when the large parking owners are discounted, downtown retains a large amount of surplus space compared to how real parking demand is expected from its current land uses. However, it is much closer, and this counts parking at the edges of the study area (which is geographically remote from the downtown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

Figure 13: Existing Parking Demand Estimates
Estimated Need Based on Observed Land Uses

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



Real parking demand based on how demand shifts among different uses

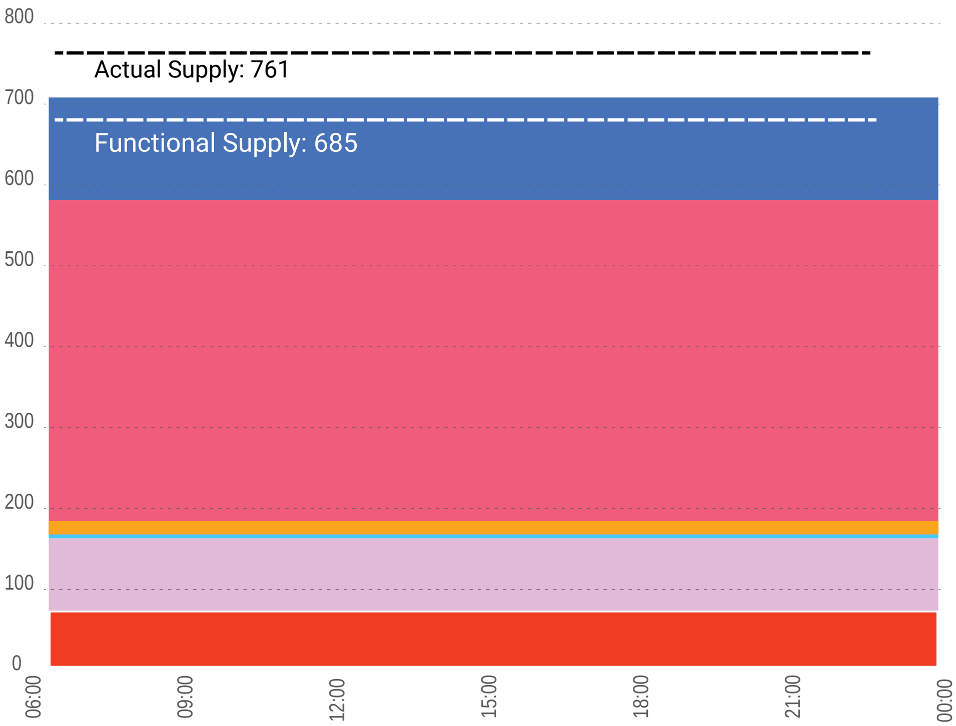


When all land uses are considered for the area and parking is assumed to be provided based exclusively on the typical needs of each use, downtown still has a gap of approximately 230 spaces.

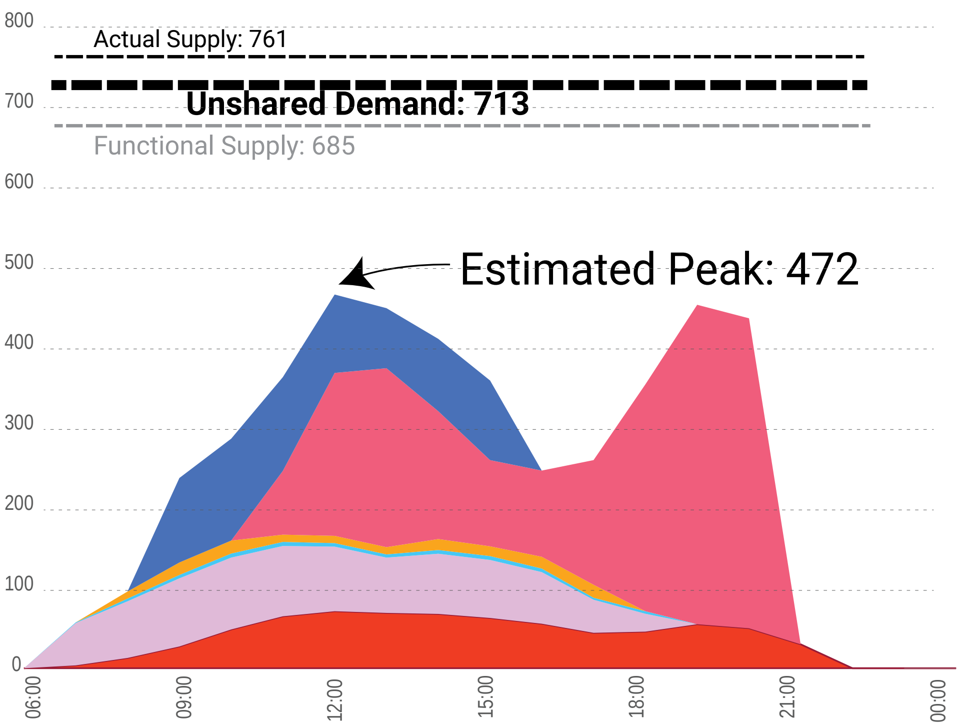
However, true parking demand occurs dynamically throughout different times of the day based on when each land use is active. The peak is the highest occurrence of these combined uses, which in downtown happens around lunchtime. Note that observed parking occupancy (shown in gray bars) is higher than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

Figure 14: Projected Future Parking Demand Estimates
Based on estimated downtown growth, with no projected additions to parking supply

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



Real parking demand based on how demand shifts among different uses



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

- Government
- Restaurant
- Bank
- Specialty Offices
- General Office Space
- Retail

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

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

Findings Summary

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

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

Near-Term Recommendations

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

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

Recommendation 1
Performance-based parking program

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

The "right price" is always the lowest price that will achieve an availability target. Adjusting rates over time—up where demand is higher and down where demand is lower—will allow Norcross to better distribute parking demand across its downtown and make more efficient use of existing spaces. In general, the City should treat its on-street spaces as its most valuable, as these provide critical customer access to retail businesses in a manner that is convenient and desirable; off-street parking should provide a cheaper, long-term option for visitors who still want convenience but wish to stay for longer periods.

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

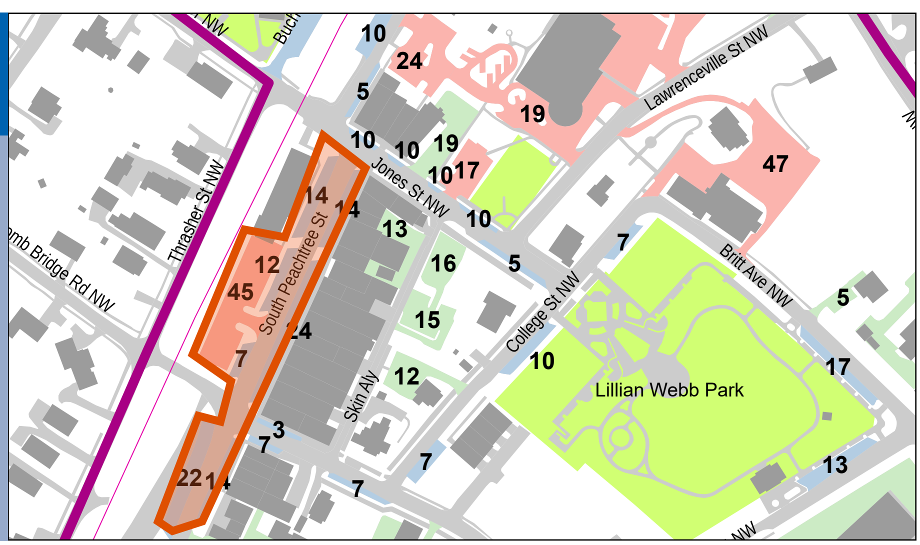
Recommendations 2 and 3 are based on application of pricing to some of downtown's spaces, which represents a significant change for Norcross.

Recommendation 2
Time Limits on South Peachtree Street

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

Figure 15: Recommended Zone for Time Limits

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



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

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

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

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

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

Recommendation 3
Establishing a Monitoring and Reporting Schedule

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

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

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

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

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

Table 4: Thresholds for Applying Regulations

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

Table 5: Monitoring and Reporting Schedule

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

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

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

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

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

Recommendation 4
Create a Shared Parking Program

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

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

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

Potential elements include:

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

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

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

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

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

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

Recommendation 5
Invest in Wayfinding and Navigational Assistance

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

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

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

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

Figure 16: Existing Signage

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

Recommendation 6
Bring Customer Friendliness to Enforcement

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

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

Specific actions for the City could include:

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

Future Considerations

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

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

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

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

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

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

Management techniques for lots and future garages

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

Ongoing Utilization Surveys and Reporting

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

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

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

Partial Reservations

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

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

Balancing Parking Impact with a Walkable Downtown

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

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

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

text continues on page 33 after figures

Figure 17: Parking Structure Sites

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

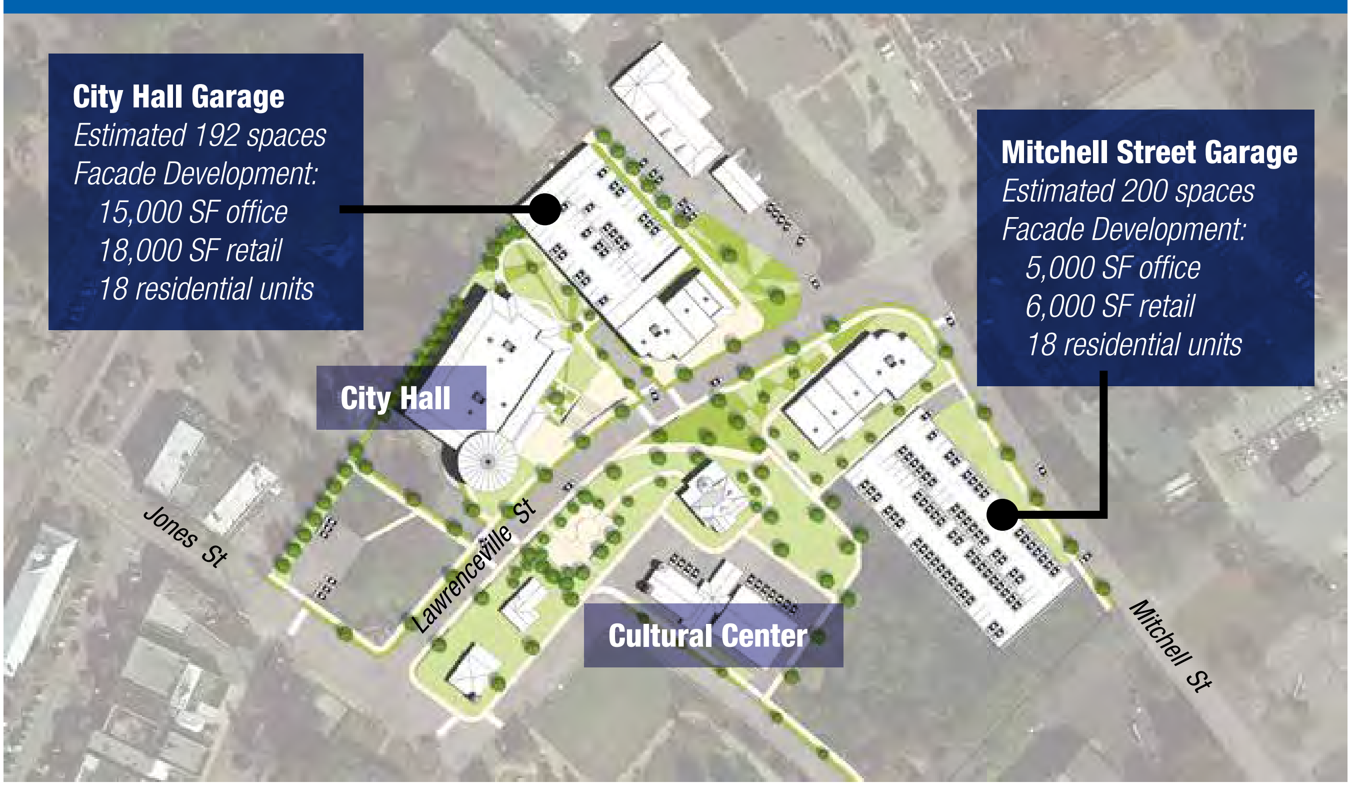


Figure 18: Parking Structure Sites and Potential Yield Explored in the Study

Figure 19: City Hall and Adjacent Parking Structure
Viewed from the south

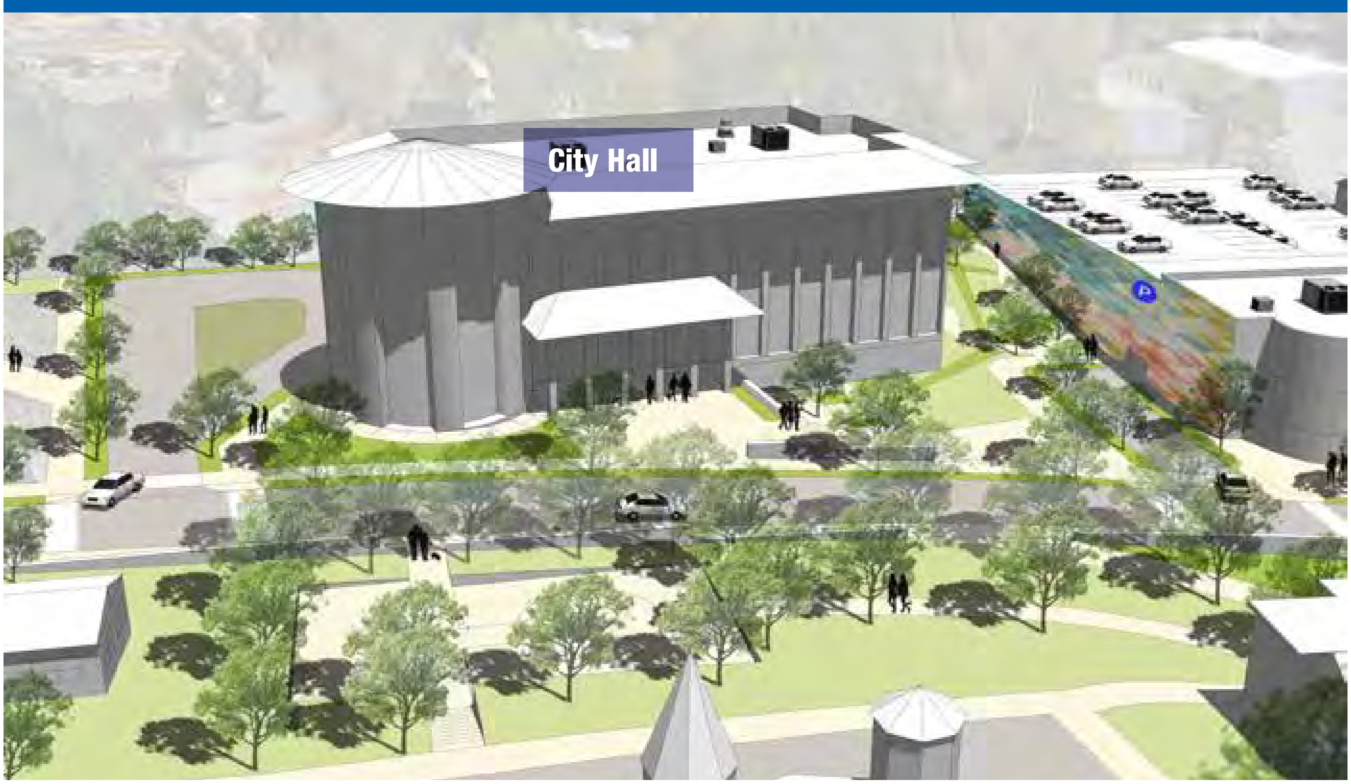


Figure 20: Parking Structure Sites and Potential Yield Explored in the Study
Located on Mitchell Street and in the existing City Hall parking lot on Lawrenceville Street

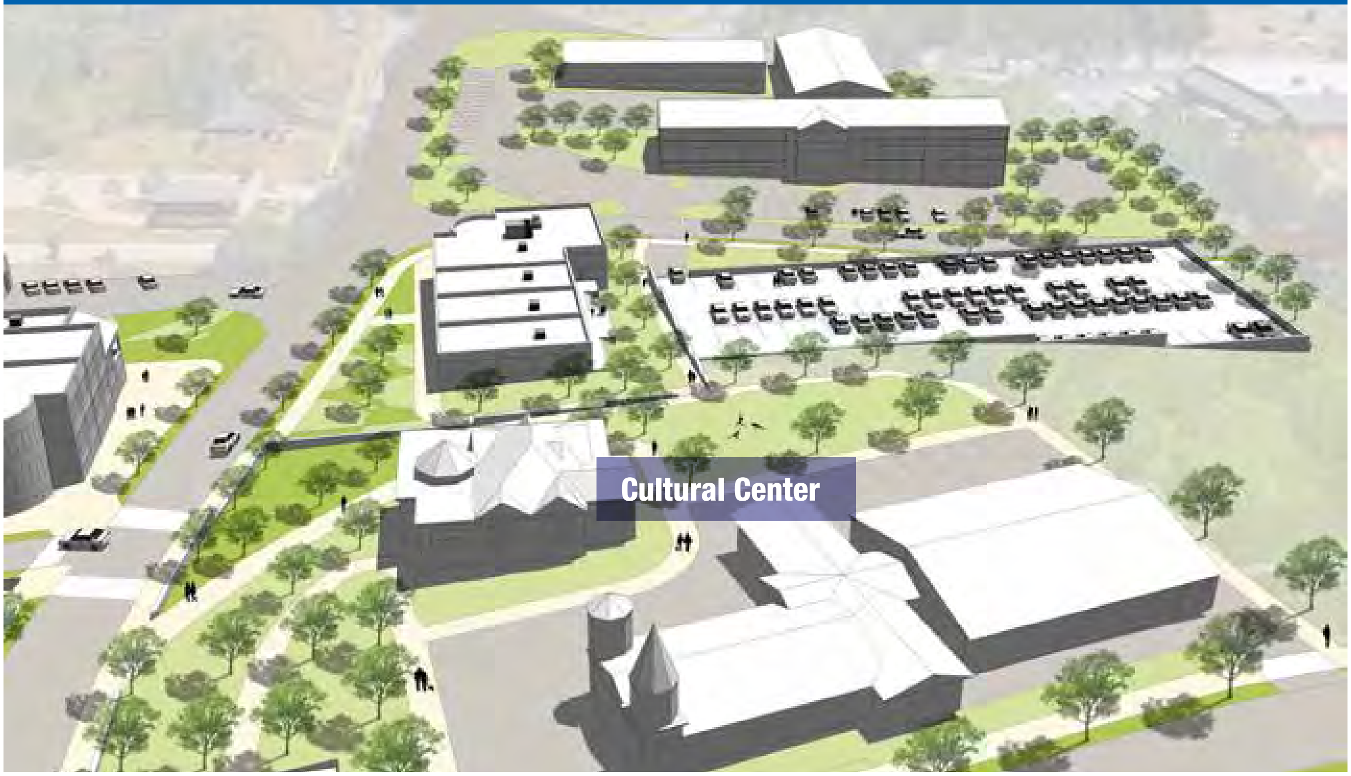


Figure 21: Parking Structure Sites and Potential Yield Explored in the Study
Located on Mitchell Street and in the existing City Hall parking lot on Lawrenceville Street

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

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

City Hall Garage

Number of Potential Spaces: 192 (3 levels)
Estimated Cost for Construction Only: $6.05 million
Estimated Total Cost: $7.86 million

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

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

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

Note that due to its more complex construction method, this garage is estimated to have a higher per-space cost of $31,500, based on comparable Atlanta-area examples from recent construction bids.

Mitchell Street Garage

Number of Potential Spaces: 200 (2 levels)
Estimated Cost for Construction Only: $4.9 million
Estimated Total Cost: $6.37 million

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

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

Economic Development Strategy

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

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

- **Residential units:** up to 200 units assuming one space provided per unit and no other parking in a structure is used outside of daytime working hours; or a lesser number if more than one space per unit is provided and some parking in the structure remains available for public use all times of the day. The City would enter into a partnership or agreement with a developer or property management company to make these spaces available to residents in exchange for not requiring them of developers.

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

Parking as a sustainable part of City government

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

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

Parking authorities and enterprise funds

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

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

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

Payment In Lieu of Parking

Many communities in the United States allow private developers or zoning applicants to pay a local government or other authority a fee in lieu of providing parking for a development. Although these fees vary based on parking costs, a local government's objectives for a program, and general available supply, prices are commonly set at or below the cost of constructing parking to encourage use of the program and to minimize the footprint of parking in downtowns.

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

Parking as an impact fee use

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

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

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

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

Implementation Plan

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

Major Implementation Actions

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

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

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

Funding Resources and Revenue

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

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

Staff Resources and Costs

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

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

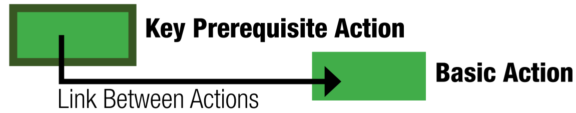
The study assumes that data collection, monitoring, and reporting can be absorbed within current staff resources with no special ongoing allocation, as these efforts are relatively modest. However, staff and City Council should determine where these roles and responsibilities should be assigned.

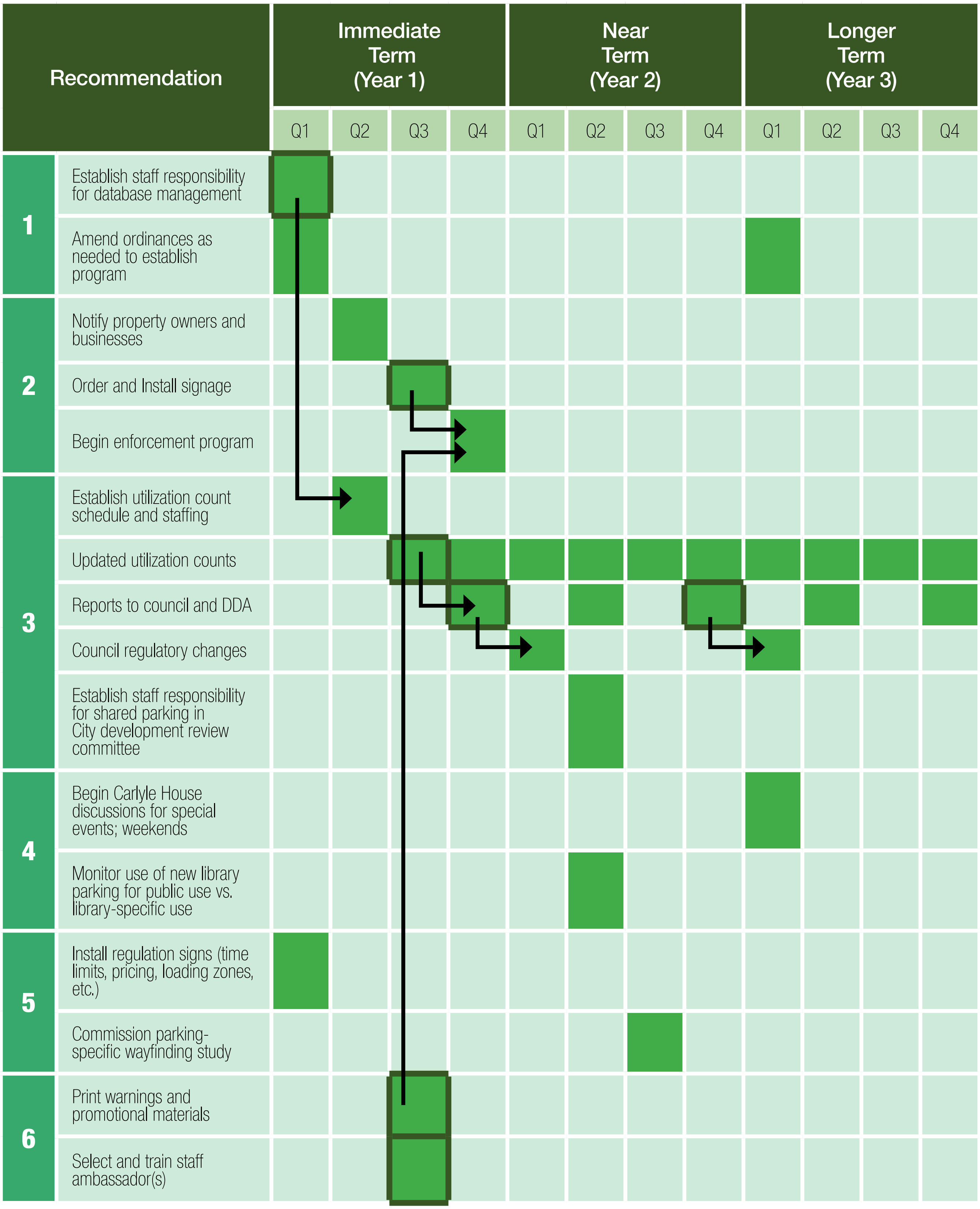
Capital Resources and Costs

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

Implementation Plan Framework Matrix

Suggested timeline for major actions





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

City of Norcross

Legislation Details (With Details)

File #:	23-6696	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Parks, Green Spaces, and Trail Master Plan Award		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Parks, Green Spaces, and Trail Master Plan Award
2. A1) Parks, Green Spaces and Trails RFP
3. A2) Perez Planning + Design, LLC Proposal

Title
Parks, Green Spaces, and Trail Master Plan Award

Drafter
Matthew Zaki

Agenda Report

To: Mayor and Council

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

Meeting Date: March 20, 2023 – Policy Work Session

Item No.: 23-6696

Title: Parks, Green Spaces, and Trail Master Plan Award

CC: Eric Johnson, City Manager

Recommendation

A recommendation by the Parks, Greenspaces and Trails RFP Review Committee (City Staff and PG&T members) to approve the award of the RFP for the Parks, Greenspaces, Trails Master plan to Perez Planning + Design, LLC

Background

The Public Works, Utilities and Parks department along with the support from the PG&T solicited qualified firms to submit proposals to create a new comprehensive Master Plan for Parks, Greenspaces and Trails (PG&T Plan). The completed Plan is to contain practical policies, recommendations and implementation strategies that are achievable over the next 5 to 10 years, and relevant to the City's goals of a creating and encouraging a vibrant, healthy human community dedicated to environmental sustainability through innovative leadership and viable sustainability practices.

A Review committee comprised of City staff and members of the PG&T have reviewed all four proposals received, and upon scoring, the review committee recommends that Perez Planning + Design be awarded the contract to perform the study.

PP+D, LLC specializes in Parks and Recreation system Master Planning and has teamed with reputable firms with a and affiliation with the National Recreation and Park Association (NRPA) and the Georgia Recreation and Park Association (GRPA)

Financial Impact

The costs associated with the completion of the Parks, Greenspaces and Trails Master plan is $125,000 and will be funded via the 2017 SPLOST.

Consistent with Comprehensive Plan?

Proceeding forward enforces Goal 6 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Further the City's Tradition of strong Leadership and High Level of Quality services, also continues to define Norcross' sense of place by providing attractive landscaping and streetscaping as well as continues to strengthen the city as a livable, inclusive, and safe environment.

Next Steps

Upon approval from Mayor and City Council, City staff will prepare the agreement and coordinate with legal to execute.

Attachments

A1) Parks, Greenspaces and Trails RFP
A2) Perez Planning + Design, LLC proposal

Update

N/A

City of Norcross
Department of Public Works & Utilities and Parks

Request for Proposal (PWUP 22-14)

Parks, Greenspaces and Trails Master Plan

PROJECT SCOPE

The City of Norcross (City) is soliciting qualified firms to submit proposals to create a new comprehensive Master Plan for Parks, Greenspaces and Trails (PG&T Plan). The completed Plan is to contain practical policies, recommendations and implementation strategies that are achievable over the next 5 to 10 years, and relevant to the City's goals of a creating and encouraging a vibrant, healthy human community dedicated to environmental sustainability through innovative leadership and viable sustainability practices.

INSTRUCTIONS

All **sealed Proposals** must be submitted by, February 10, 2023, at 11:00 AM to the address below. Fees are to be submitted as a separate, clearly identifiable PDF file and sealed envelope. Please submit two hard (paper) copies and one soft (PDF or other electronic document on a CD/flash drive) of your proposal package to:

Matthew Zaki, PE., CFM
PWUP 22-14
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Please request RFP documents/specifications and submit questions via e-mail only. Submit questions/requests to Matthew Zaki via e-mail at Matthew.zaki@norcrossga.net.

All questions/requests must be submitted via e-mail prior to January 27, 2023

MANDATORY: Pre-Proposal Meeting

All Proposers are encouraged to attend Pre-Proposal meeting January 13, 2023 @ 10:00 AM at 345 Lively Avenue, Norcross, GA 30071.

We appreciate your interest in the City of Norcross!

SPECIFICATION

Project Overview

While the 2011 Master Plan and 2016 Update provide valuable background information and reference material, a fresh look is warranted given the City's changing demographics, boundary expansions, comprehensive land use plans, and technological advancements. The City's new Comprehensive Plan, Buford Highway Corridor Plan and Unified Development Ordinance should be heavily relied upon to inform the Parks, Greenspaces and Trails Plan (PG&T Plan).

An integral planning and design component of the PG&T Plan is the incorporation of low impact design. The successful Consultant will include state-of-the-art and innovative strategies for incorporating green infrastructure into the Plan's overall philosophical approach, including more detailed recommendations for stormwater impact mitigation, ecosystem services, and the protection of natural resources, wildlife corridors and habitat as valuable economic assets.

Public engagement is a priority for this project and must go beyond the scope of traditional public meetings. The Consultant's proven track record of generating feedback and local involvement from diverse communities is critical to ensure a PG&T Plan that:

- Reflects a clear understanding of the diverse demographics of Norcross residents and their collective PG&T-related priorities.
- Supports the City's priorities and needs of all residents, especially in areas currently underserved (i.e., lacking neighborhood parks, trails, greenspaces and/or recreation facilities within reasonable walking distance of residential hubs).
- Guides future investment choices.
- Guides future programming choices.

The engagement approach should take advantage of existing City-sponsored and neighborhood events and online meetings to address local attendees. The Consultant must work in a cohesive and coordinated manner with City Staff, PG&T Commission, and other City Boards, identified stakeholders and partners to help channel public participation into realistic alternatives for consideration.

The City is insistent that the final document be user-friendly/manipulatable with adequate visual aids and written in language that is concise and easily understood by laypersons as well as by topic experts. The final document should be well-organized and rely on visualization and graphics to relay key concepts. Maps should be interactive - created in GIS (or equal) - so they may be easily accessed and modified by City personnel after the PG&T Plan is complete.

Scope of Work

Following is an overview of a 5-step process to help guide the development of the Consultants' proposals. Enhancements are welcome and recommended to ensure the best planning approach is created for this important project.

Task 1 - Discover

The Discover task provides the selected Consultant with an opportunity to review relevant planning documents provided during project initiation and to meet with City and PG&T Commission members, citizens, and other stakeholders to supplement project understanding, goals, and outcomes. The Consultant will articulate a refined vision for the future of Parks, Greenspaces and Trails within the City. The final vision will strongly consider the background information, community engagement, and studies and analyses; based on this input, the city is looking for the selected Consultant to offer professional opinions, new ideas and innovation recommendations that support progressive PG&T planning. The Consultant shall also establish goals that coordinate how to achieve the new vision. Goals should be specific, realistic, and include a variety of vision aspects and implementation elements of the Plan.

Task 2 – Analyze

During the Analyze, task information collected is summarized by the Consultant to create a baseline understanding of what has been achieved from previous planning and yet to be realized. Additionally, previously established planning principles, guidelines and criteria are assessed, and refinements offered. It is also during this time that important communication occurs between the PG&T Commission and Consultant to establish a framework for developing conceptual approaches for the PG&T Plan. The framework could include recommendations for establishing a hierarchy and typology for all parks, greenspaces and trails, and opportunities for expansion of existing sites and/or to create new facilities.

Task 3 – Create

From solid data collection and analysis, a clear framework emerges from Task 2 onto which area and site-specific planning recommendations and conceptual plans are created and assessed. Meetings with City Staff and PG&T Commission members, citizens, and other stakeholders provide the forum for evaluating and selecting the "best of" recommendations and conceptual ideas that comprise a Preliminary PG&T Plan. Preliminary phasing and costs are developed, and funding sources identified and reviewed with City Staff. Plans and supporting documentation are presented to the Mayor and City Council for preliminary approval.

The Consultant will articulate a refined vision for the future of parks, greenspaces and trails within the city. The vision will be a culmination of the background information, community engagement, studies and analyses, professional opinion, and forward-thinking recommendations. Firms shall also establish specific and relevant goals that identify clear strategies for achieving the new vision. Goals should be specific, realistic, and include a variety of vision aspects and implementation elements of the Plan.

The Consultant will produce specific implementation strategies, actions, and projects to accomplish goals and meet the vision established by the plan. Implementation should include potential funding sources, implementing entities/groups/individuals, recommendations for measurable deliveries, and estimated timeframes. General information should be provided detailing a general scope/framework and the different goals addressed, as well as an impact or priority ranking.

Task 4 – Refine

With direction received from the Mayor and City Council, planning recommendations and guidelines, site specific plans, and overall phasing and costs are refined and packaged for final City and PG&T Commission members, citizens, and other stakeholders' review. Various catalyst actions and/or projects should also be identified as implementation first steps that can build momentum and garner interest and buy-in toward future implementation aspects. Ways for measuring and/or assessing progress and performance towards the vision, goals, and the implementation aspects should be considered. The recommended funding source for a project, action, activity, etc., should be specified.

Task 5 - Document

Final comments are received and incorporated into digital and hard copy documentation that is clear, concise, searchable, and easily updated by City Staff.

Deliverables

The Consultant will be responsible for providing a professional style planning document, involving:

- Easy navigation, reading, and understanding for elected officials, residents, business owners, other stakeholders, and staff
- Graphically rich with tables, charts, diagrams, examples, drawings, and other elements, to convey concepts, input, conditions, and implementation aspects
- Documentation of all primary conditions, studies, analyses, and community and stakeholder input
- Description of the vision and goals for the planning area, as well as the various implementation aspects of the plan
- Inclusion of the focus items in the project description within the vision, goals, and implementation aspects
- Coverage of all elements in the approved scope of work for the project

TIMEFRAME

The expected start date for the project will be in early 2023. Expected timeframe for this project from start to completion is around 6 to 8 months.

PROPOSAL SUBMISSION REQUIREMENTS & QUALIFICATIONS

Proposal Requirements

All submissions must include the following sections:

- **Cover Letter** – Include a cover letter indicating interest in the project and identifying the consultant's point of contact.
- **Firm Information** – Provide a brief overview of the firm's history and approach to similar projects. Include office locations and size. If applicable, provide same for each firm that is part of the Proposer's team.
- **Experience/References** – Proposers shall include a summary of 3 to 5 projects of similar size/scope completed within the past 5 years. For each project, include proposed project team members' role as well as a reference with contact information.
- **Organization Chart** – Proposers shall include an organization chart showing team structure and personnel for the project.
- **Resumes** – Proposers shall include resumes for key personnel on the project. The strength of the proposed project manager will receive enhanced review.
- **Project Approach/Schedule** –Proposers shall include a summary of the recommended approach and milestone dates for data gathering, public involvement and presentation of recommendations. Include any alternative scope of work and related fee proposal, as applicable.
- **Fees** – Proposals shall price each component of the RFP outlined in the Project Approach (including any alternative scope) and submit in separate electronic or hard document as outlined under PROPOSAL SUBMISSION REQUIREMENTS & QUALIFICATIONS.

REVIEW & SELECTION CRITERIA

An award, if made, will be to the responsible responder whose proposal is most advantageous to the City, taking into account project cost and the level of experience in producing viable and innovative solutions to the factors set forth in this RFP. Proposals will be reviewed and evaluated by a Selection Committee comprising City Staff, PG&T Commission members, and members of various City Boards and Commissions. Criteria for evaluation include, but are not limited to:

1. Approach and consideration for project objectives and focus elements	40%
2. Expertise and experience with planning projects of similar nature	20%
3. Suitable cost proposal related to required scope of services	20%
4. Qualifications of personnel and references	20%

SUBMISSION PROCESS

Deadlines

The below dates present a timeline related to the RFP process:

- Pre-Proposal Meeting — January 13, 2023
- Question Submission Deadline — January 27, 2023
- Proposal Submittal Deadline — February 10, 2023, at 11:00 AM (Eastern)

All sealed Proposals must be submitted by Friday, February 10, 2023, at 11:00 AM (Eastern) to the address below. **Fees are to be submitted as a separate, clearly identifiable PDF file and sealed envelope.** Please submit two hard (paper) copies and one soft (PDF or other electronic document on a CD/flash drive) of your proposal package to:

Matthew Zaki, PE., CFM
PWUP 22-14
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

I. GENERAL CONDITIONS

PROPOSERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR PROPOSAL

A. Qualifications

1. Consultants possessing demonstrable experience with similar projects and expertise in planning, urban design, green infrastructure planning, landscape architecture and civil engineering will be considered. Experience in permaculture-based design is a plus.
2. Consultants must demonstrate qualifications in large-to-small area planning – including but not limited to data collection, public engagement facilitation, land use analysis and utilization, policy development, and plan creation.
3. The City may request that Proposers answer questions or provide clarification regarding their proposal. Final acceptance of any proposal will be based upon all information from the communication with responders and their submissions.

B. Authority to Sign

1. Proposer shall make sure that the legal proper name of his/her proprietorship, firm, partnership and/or corporation is printed or types in the space provide on the schedule of items.

C. Rights Reserved

1. City of Norcross reserves the right to reject any and all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, that City of Norcross reserves the right to decide which proposal it deems the most qualified. In arriving at this decision, full consideration will be given to the reputation of the consultant, their financial responsibility, and work of this type successfully completed and any past performance with the City of Norcross.
2. Proposers are advised to examine documents reference in the links section below carefully and to make examinations of the site(s) of the proposed work as are necessary to familiarize themselves with location conditions, which may affect the proposed work. Consultants are also advised to inform themselves fully in regard to conditions under which the work will be performed. The City of Norcross will not be responsible for the proposers' errors or misjudgment, nor for any information on location conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the proposal shall render it informal and may be cause for rejection.

D. **AWARD OF CONTRACT**

1. The contract is subject to funding by the City of Norcross, if awarded, will be awarded to the most qualified and responsible proposer whose proposal will be most advantageous to the city. The City is to make the determination.

2. The award will consider project cost and the level of experience in producing viable and innovative solutions to the factors set forth in this RFP. Proposals will be reviewed and evaluated by a Selection Committee comprising City Staff, PG&T Commission members, and members of various City Boards and Commissions.

E. Non-Collusion

1. Vendor(s), by submitting signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

F. Materials

1. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, handout, graphics, maps, agendas, displays and other materials necessary to conduct successful meetings, workshops, presentations, study sessions, and all other incidentals necessary for the completion of the work.

2. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All reimbursable expenses (Printing/mileage) are to be included in the project fees.

Reference Materials (Links)

The following, as well as other important reference documents, are linked on the City of Norcross Webpage at https://norcrossga.net/335/Studies-Plans:

- City of Norcross Parks Master Plan, January 2011
- City of Norcross Parks Master Plan Update, November 2016
- Buford Highway Master Plan, June 2021
- 2040 Norcross Comprehensive Plan, March 2020
- City of Norcross Unified Development Ordinance (UDO), June 2019
- Beaver Ruin Creek Greenway Concept Plan
- Norcross Sustainability Plan 2017

PROPOSAL PACKET CHECKLIST

PROJECT: ____

PROPOSAL DATE: ____

Enclosed with this Proposal Packet are the following Forms and instructions. Use this checklist to confirm you have properly completed all Forms. You must return the following pages to be eligible for consideration of this project.

________ Two Hard Copies & One Electronic Copy of Proposal

________ E-Verify Contractor & SAVE Affidavits

________ Reference Page

________ Ship Proposal to: City of Norcross
345 Lively Avenue
Norcross, GA 30071
Attn: Matthew Zaki,
Director of Public Works, Utilities and Parks.

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

Physical performance of services: Contracts with the City involving both physical labor and any services over $2499.99 in value.
Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov(click on E-verify Homepage, see start here directions.)

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

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

Project Name:____________________________________Date of Project:________________________

Legal Name of Contractor: ____

Address: ____________________________ City: ____________State:______Zip Code: _____________

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

Date of Authorization: _____________ **EXEMPT: YES OR NO**

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

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

____________________________ ______________ ______________________

Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE_____DAY OF__________,20___

Executed in__________________(City),__________________(State)

______________________ __________________

NOTARY PUBLIC Signature My Commission Expires

NORCROSS
a place to imagine

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

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

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

1) ________ I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)

2) ________ I am a legal permanent resident of the United States.

3) ________ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

REQUIRES VERIFICATION AT SUBMISSION – Which type of secure and verifiable document was provided with this affidavit? ____.

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

MUST BE COMPLETED BY NOTARY

I,______________________________(representative for) ____
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

____________________________ ____________
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE__________DAY OF____________,20____

Executed in______________________(City),_____________________(State)

__________________________ _____________________
NOTARY PUBLIC Signature My Commission Expires

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www. norcrossga

SECURE AND VERIFIABLE DOCUMENTS

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2 contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card
- A United States military identification card
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. **Please note that a driver's license from one of the following states is NOT acceptable at this point due to non-compliance with the immigration verification prior to issuance: Alaska, Idaho, Illinois, New Jersey, New Mexico, New York, Rhode Island, Utah or Washington, PENDING: Maryland and Massachusetts.
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer.
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at: http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/ind ex.htm
- A United States Permanent Resident Card or Alien Registration Receipt Card
- An Employment Authorization Document that contains a photograph of the bearer
- A passport issued by a foreign government
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- A Free and Secure Trade (FAST) card
- A NEXUS card
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- A driver's license issued by a Canadian government
- A Certificate of Citizenship issued by the United States Department of Citizenship and
- Immigration Services (USCIS) (Form N-560 or Form N-561)
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]

Request for Proposal
Project Number: PWUP 22-14

CITY OF NORCROSS PARKS, GREENSPACES AND TRAILS MASTER PLAN

February 10, 2023

PEREZ PLANNING + DESIGN, LLC

Table of Contents

[A] Letter of Intent

February 10, 2023

Mr. Matthew Zaki, PE., CFM
PWUP 22-14
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Dear Mr. Zaki and Esteemed Selection Committee,

This is a very exciting time for the City of Norcross Department of Public Works, Utilities & Parks (PWUP) to prepare a Parks, Greenspace, and Trails Master Plan. Since March of 2020, parks systems have experienced tremendous interest. More people are using parks, greenspaces, and trails than ever before! In fact, more people are recognizing that parks, greenspaces, and trails are not "nice-to-have" community amenities; they are critical infrastructure.

This is particularly true when cities integrate their parks system with other important infrastructure, such as stormwater management and transportation systems. We applaud you for your vision of integrating regional stormwater improvements with your parks and active-transportation system. In fact, this is consistent with one of our philosophies. We believe that a cities public realm should be designed as a plexus: an interwoven combination of parts or elements in a structure or system. Especially considering that parks and recreation, stormwater, and transportation together can comprise close to 75 percent of the public realm in a city!

It is due to this reason that the Perez Planning + Design (PP+D) Team is excited to submit our qualifications for consideration to partner with the City of Norcross on this very important project. The PP+D Team is comprised of local, regional, and national thought leaders in park system planning, stormwater management, funding, and asset management:

- **Perez Planning + Design, LLC** – Parks System Planning, Park, Facility Needs, and Capital Improvements
- **Biohabitats** - Stormwater Management + Landscape Ecology
- **RMPK Funding** - Alternative Funding Specialist
- **Axias** - Detailed Site Assessments + Asset Management

The PP+D Team has a comprehensive, proven, and progressive approach for completing parks, greenspaces, and trails master plans. Our process is based on our collective Team's experience in completing over two-hundred (200) park system plans throughout the United States in communities similar to the City of Norcross.

The following proposal provides detailed information regarding our proposed approach, project team, schedule, and references. We are excited about the opportunity to collaborate with the City of Norcross and its residents on this important plan and look forward to the opportunity to discuss our ideas with you in more detail.

Sincerely,

Carlos F. Perez, PLA - President + Primary Contact Person
878 Peachtree Street NE | Suite 827 | Atlanta, GA | 30309
D. 404.416.0114
F. 404.393.2029
E. cperez@perezpd.com

[B] Firm’s Profile

Perez Planning + Design, LLC (PP+D) is a research based planning and design firm that lives at the intersection of people, space, and the built and natural environment. We focus on working collaboratively with our Clients to thoughtfully and strategically integrate these key elements to plan, design, and implement a public realm that is viable, responsive, dynamic, and resilient. Stated simply, we work collaboratively with our Clients in Re+Defining the Public Realm.

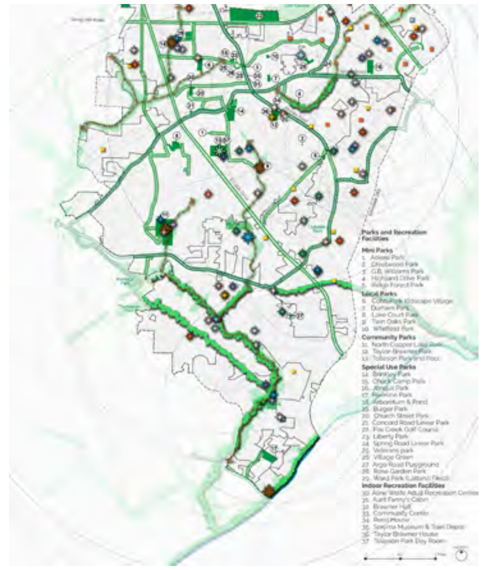
PP+D specializes in Parks and Recreation System Master Planning, Parks Planning + Design, Active Transportation Planning + Design, and Urban Design. PP+D has worked with over sixty-five municipalities nation-wide on comprehensive parks and recreation master plans for coastal cities of 13,000 residents like the City of Fernandina Beach, Florida; to our National Capital - Washington, D.C. - with a population of 600,000; to counties like Gwinnett County in Georgia with one of the most diverse populations in the Southeast United States with over 150 languages spoken. Through this experience we have developed a collaborative, participatory, and researched based planning and design process that produces implementable plans and solutions. This process allows us to work collaboratively with agencies, stakeholders, and the public to strategically and creatively leverage underutilized resources and spaces that respond to the needs and desires of residents and stakeholders to enhance the quality of life.

PP+D has been in business for over eight years. The firm was established to provide Client's with custom, thoughtful, responsive, and flexible services. Over the last eight years, we have grown to include 5 staff. PP+D is a certified Small-Business Enterprise (SBE), Hispanic American Business Enterprise (HABE), and Minority Business Enterprise. We are also affiliated with National Recreation and Park Association (NRPA), Georgia Recreation and Park Association (GRPA), Florida Recreation and Park Association (FRPA), American Society of Landscape Architects (ASLA), American Planning Association (APA, Urban Land Institute (ULI). Additionally, PP+D Principal Carlos Perez volunteers his time as a Board Member for the City Parks Alliance, Atlanta BeltLine Partnership, University of Florida Department of Landscape Architecture, and Georgia Institute of Technology College of Design.

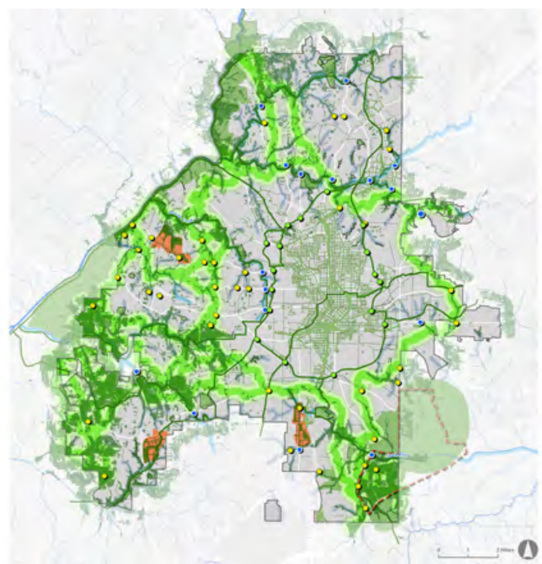
Specific services that we provide include:
Active Transportation Planning + Design
Parks + Open Space System Planning
Parks + Open Space Programming + Design
Urban Design + Streetscapes

Contact:

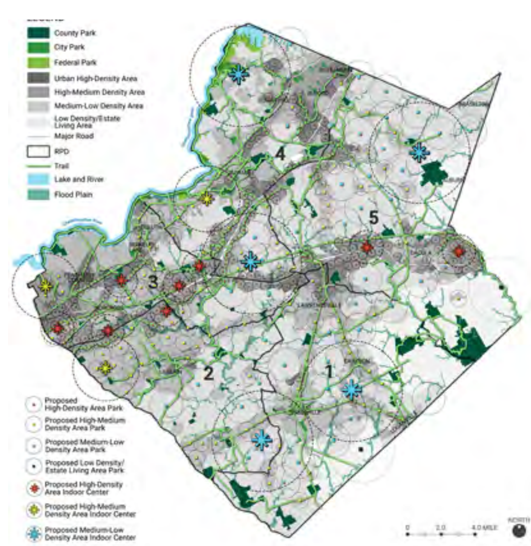
Carlos F. Perez, PLA - President
878 Peachtree Street NE, Suite 827
Atlanta, GA 30309
P. 404 416 0114 | F. 404 393 2029
Email: cperez@perezpd.com | Website: www.perezpd.com



Recreate Smyrna | Smyrna, GA



Urban Ecology Framework | Atlanta, Georgia



Gwinnett County, GA

[C] Project Team

Biohabitats
SOUTHEAST ATLANTIC BIOREGION

Firm Profile

For over 40 years, Biohabitats has been working at the forefront of applied ecology, practicing a blend of sound science and place-based design. The firm's work ranges from the broadest level of regional prioritization, through master planning for ecological functions such as habitat value and flood storage, and into the design and construction of hundreds of ecological restoration and retrofit projects. To our work, they bring rigorous field investigation, spatial analysis, cutting-edge restoration strategies, and a depth of experience in building multi-functional public spaces that enhance ecosystem services.

Biohabitats' interdisciplinary team of landscape architects, water resource engineers, ecologists, foresters, soil scientists, spatial analysts, and geomorphologists works together to provide integrated, practical solutions that improve water management, biodiversity and conservation values. Biohabitats prides itself on delivering innovative planning and resource management projects that focus on natural processes, ecological functions, ecosystem services and resiliency. They have provided these services for park systems and individual parks across the country. The heart of that practice is centered on restoring habitat, creating adaptive designs for a changing climate, and integrating whole systems to stimulate ecological recovery in altered landscapes.

MASTER PLAN EXAMPLES:

- Walnut Creek Wetland Park Master Plan, Raleigh, NC
- Horseshoe Farm Park Master Plan, Raleigh, NC
- Beech Bluffs Park, Wake County, NC
- Horseshoe Farm Park Master Plan, Raleigh, NC
- Wake County Southeast Park Master Plan Support, Wake County, NC
- Hominy Swamp Creek Greenway and Stormwater Park Master Plan, Wilson, NC
- North Carolina Museum of Art Master Plan, Raleigh, NC
- Stono River County Park Master Plan, Charleston, SC
- Old Town Creek County Park Master Plan, Charleston, SC
- Barberry Woods Drainage Project, Charleston, SC
- Cleveland Park Master Plan, Greenville, SC
- Westside Quarry Park, Atlanta, GA
- Georgia Tech EcoCommons, Atlanta, GA
- Hampton Park, Chesterfield County, VA
- University of Virginia Foundation, Birdwood Golf Course, Charlottesville, VA
- Keswick Country Club, Golf course Renovation, Albemarle County, VA
- Farmington Country Club, Stream Restoration, Albemarle County, VA
- Magnolia Green, Chesterfield County, VA
- Glenmore Master Plan, Albemarle County, VA
- Cleveland Metroparks Acacia Reservation Ecological Master Plan, Cleveland, OH
- International Park Master Plan, Toledo, OH
- Forest Park Natural Resources Management Plan, St. Louis, MO
- Shelby Farms Park Design and Construction, Memphis, TN
- Gulf State Park Master Plan, Gulf Shores, AL
- Floyds Fork Greenway Master Plan, Jefferson County, KY
- Jean Lafitte National Historic Park & Preserve, LA
- Galveston Island State Park Master Plan, Galveston County, TX

BIOREGION	ADDRESS	SIZE
Chesapeake	2081 Clipper Park Rd, Baltimore, MD 21211	34
Hudson River	195 Plymouth St, Suite 4/20, Brooklyn, NY 11201	3
Northeastern Highlands & Coastal	122A Naubuc Ave, Glastonbury, CT 06032	2
Great Lakes	2026 Murray Hill Rd, Suite 102, Cleveland, OH 44106	5
Ohio River	120 Webster St, Suite 236, Louisville, KY 40206	1
Southeast Atlantic	410 Mill St, Suite 402, Mount Pleasant, SC 29464; 7904 Hilburn Dr, Raleigh, NC 27613	4
Southern Rocky Mountain	383 Corona St, Suite 403, Denver, CO 80218	7
Southwest Basin & Range	314 S. Guadalupe St, Suite 119, Santa Fe, NM 87501	7
Cascadia/Construction	412 NW Couch St, Suite 202, Portland, OR 97209	14

[C] Project Team

Axias: Firm Profile

Axias
BUILDING VALUE

Addresses

Virginia
225 Reinekers Lane, Suite 200
Alexandria, VA 22314

New Jersey
197 Route 18 South, Suite 3000 East Brunswick, NJ 08816

Colorado
1801 North Broadway
Denver, CO 80202

Florida
1228 E 7th Ave, Suite 305
Tampa, FL 33605

Number of Employees

Axias has a total of 25 employees.

Number of Years in Business

Axias has been in business for eight years; since 2013.

Licensing, Accreditation, & Registration

SWaM Number: 706075

MDOT Number: 20-569

Federal Tax ID Number: 46-1878215

DUNS Number: 078800014

Industry Sectors

- Government (Federal, State, & Local)
- Multi-Family Residential
- Hospitality
- Commercial
- Healthcare
- Judicial
- Cultural/Religious
- Education (Higher Education & K-12)
- Aviation

Services

- Establishing Budgets & Benchmarking
- Cost Planning & Estimating
- Condition Assessments
- Owner's Representation
- Procurement Advice
- Insurance Claims/Disaster Recovery
- Construction Phase Cost Management
- Contractual Disputes

Website: www.AxiasInc.com

Axias is a leading provider of construction cost, condition assessment and project management consulting services. Our clients include real estate developers, architecture & engineering firms, federal government agencies, state and local authorities, colleges and universities, major corporations and institutions, health care providers, law firms and other organizations with an interest in achieving best value in construction. Our firm's extensive cost database and knowledgeable estimating team, together with our construction management and industry experience, provide integrated and continuous resource support to our clients and their projects from the very early stages of preconstruction - during budgeting and planning and design phase management - through procurement and construction phase execution administration and oversight. The company is certified as a small business both at the federal and state level (MDOT SBE, VA SWaM, MWAA SBE), providing responsive services and value to any team pursuing work with agencies with small business goals.

Our Business Philosophy

Our philosophy is straightforward and easy, but nonetheless very important to grasp if we want to be successful. "We look after people's money when they build things". We treat every project, no matter its size and complexity, as if it's our own money being spent. We pride ourselves in having great communication skills and operate on a "no surprises" philosophy. We also ensure that our senior staff and principals always stay involved in our project delivery. We understand the knowledge and experience our senior staff brings to each engagement and we believe that that knowledge and understanding should be part of all projects we deliver.

Sector Experience

Our cost management, project management, condition assessment and related services have been applied to many different building types across a broad swath of market sectors. The projects featured in our portfolio reflect the scope and breadth of our work and the value that it brings to the owners and clients we serve.

Sports and Recreation

Axias staff have worked on diverse and multiple types of sports and recreation projects, encompassing community and recreation centers, convention centers, performing arts venues, professional and college sports arenas, and most recently, the $21.7 million Bowie Ice Rink, scheduled to open in late 2021.

Local Government

In addition to our work with federal agencies, we work at the local level. Our portfolio includes public safety facilities, community centers, and recreation facilities. Recently, we have been providing cost estimating services and value engineering on various fire and rescue stations throughout Virginia.

Alexandria, VA | East Brunswick, NJ | Denver, CO | Tampa, FL

[C] Project Team

RMPK Funding

RMPK Funding specializes in identifying additional funding sources to help implement projects in Parks and Recreation Master Plans. PP+D Team members have worked with Ryan Ruskay over the last 18 years. Ryan has successfully acquired over $100 million in funding for public agencies, including numerous grants for park facilities, recreation services, land acquisitions, and cultural facilities projects. He understands federal, state and local grant sources and creatively "stacks" grants to allow existing grants to serve as leverage for additional funding.

Organizational Chart

Below is the organizational chart of how are Team is structured.

Organizational Chart

City of Norcross Department of Public Works & Utilities and Parks

Carlos F. Perez, PLA (PP+D)
Principal-In-Charge | Project Manager

Nick Stephens (PP+D)
Deputy Project Manager

Parks and Trail System Planning, Park and Facility Needs, Capital Improvements

Carlos Perez (PP+D)
Nick Stephens (PP+D)
Yan Duan (PP+D)
Tejas Khandekar (PP+D)

Stormwater Management & Landscape Ecology

Kevin Nunnery (Biohabitats)
Jim Cooper (Biohabitats)
Meghan Gloyd (Biohabitats)

Public Engagement

Carlos Perez (PP+D)
Nick Stephens (PP+D)
Yan Duan (PP+D)
Kevin Nunnery (Biohabitats)
Meghan Gloyd (Biohabitats)

Alternative Funding Specialist

Ryan Ruskay

Site Condition and Asset Management Assessment

Jonathan Bailey

CARLOS F. PEREZ, PLA

Principal-In-Charge + Project Manager + Parks Planner

EDUCATION

Master in City and Regional Planning, Specialization in Transportation
Georgia Institute of Technology, 2015

Master of Science in Urban Design
Georgia Institute of Technology, 2015

Bachelor of Science in Landscape Architecture
University of Florida, 2004

PROFESSIONAL REGISTRATIONS

Landscape Architect, Florida #6666902
Landscape Architect, Georgia #001824
Landscape Architect, Tennessee #1283

YEARS OF EXPERIENCE WITH FIRM

8 years

AWARDS + RECOGNITIONS

Nassau County Parks, Recreation, and Open Space Master Plan
Florida Chapter of American Planning Association Award of Excellence, 2022

Gwinnett Comprehensive Parks and Recreation Master Plan
National Association of Counties (NACo) Planing Award, 2022

District of Columbia Parks and Recreation Master Plan
Award of Excellence, National Capital Area Chapter of the American Planning Association, 2014

2014 University of Florida Young Outstanding Alumni – College of Design, Construction and Planning

Urban Land Institute Center for Leadership Class of 2014

1st Place - Green Mobility Challenge, Texas Department of Transportation + Central Texas Regional Mobility Authority, 2011

PRESENTATIONS

Equitable Park Planning
NRPA Peer-to-Peer Network Webinar, 2022

Planning for Equity: Let's Activate ATL!
Park Pride Greenspace Conference, 2022

A New Approach to Parks and Recreation System Planning to Create More Resilient and Sustainable Communities, Florida Chapter of American Society of Landscape Architects, 2021

How Parks Can Make Communities More Resilient and Sustainable
Island Press Webinar, 2021

Leveraging the Power of Parks, Georgia Recreation and Parks Association Conference, Jekyll Island, GA 2018

Planning + Designing for a Premier Parks System, Georgia Recreation and Parks Association Conference, Jekyll Island, GA 2018

PROFESSIONAL HISTORY

Perez Planning + Design, LLC
President + Founder (2014 - Present)

AECOM/Glatting Jackson | Building + Places
Senior Associate | Parks + Open Space System Planning and Design Practice Co-Leader (2009 - 2014)

Glatting Jackson Kercher Anglin, Inc.
Associate | Landscape Architect (2009-2014)

PROFESSIONAL AFFILIATIONS

American Planning Association
National Recreation and Parks Association
Urban Land Institute – Associate Member
City Parks Alliance - Board Member
Atlanta BeltLine Partnership - Board Member

Carlos Perez is a planner, urban designer, and landscape architect that specializes in the planning and design of the public realm. He will serve as the Project Manager and Parks Planner for the project. Carlos has worked with over 65 communities throughout the United States on public realm planning and design projects including Washington, D.C.; Seattle, WA; San Diego, CA; Atlanta, GA; Norfolk, VA; and Sarasota County, Nassau County, St. Johns County, Port St. Lucie County, Miami-Dade County, City of Ormond Beach, City of Boynton Beach, City of Port St. Lucie, City of Hollywood, and City of Miami, FL;

Carlos also enjoys speaking and lecturing regularly on the Power of Parks to enhance communities. In 2020, Carlos served as Staff for the NRPA 10-Minute Walk Campaign and continues to share his experience and expertise through presentations and Webinars regarding Park Planning.

RECENT PROFESSIONAL EXPERIENCE

PARKS + OPEN SPACE SYSTEM MASTER PLANS

Gwinnett Parks Capital Improvements Plan
Gwinnett County, GA | 2022
Role: Principal-In-Charge + Project Manager

Gwinnett Comprehensive Parks and Recreation Master Plan
Gwinnett County, GA | 2022
Role: Principal-In-Charge + Project Manager

Piedmont Pathway Scoping Study
Gwinnett County, GA | On-going
Role: Deputy Projet Manager + Trail Planner/ Designer

City of Decatur Parks and Recreation System Master Plan
Decatur, GA | On-going
Role: Principal-In-Charge + Project Manager

City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan
City of South Fulton, GA | On-going
Role: Principal-In-Charge | Project Manager

City of Miami Parks and Recreation System Master Plan
Miami, FL | On-going
Role: Principal-In-Charge + Project Manager

City of Boynton Beach Parks and Recreation System Master Plan
Boynton Beach, FL | On-going
Role: Principal-In-Charge + Project Manager

NICK STEPHENS
Deputy Project Manger + Planner

Nick Stephens is an urban planner who is dedicated to planning and designing park systems that enrich communities, encourage active transportation, and strengthen the local ecology.

With a diverse academic and professional background, Nick's experience supports a passion for creating vibrant, walkable and bikable urban areas. Since joining PP+D, he has collaborated on over a dozen parks and recreation system plans and active transportation projects.

Nick will serve as the Parks Planner for the project assisting Carlos with qualitative and quantitative research tasks including GIS mapping, analysis, writing, and development of exhibits and deliverables for the project.

EDUCATION

Master in City and Regional Planning
Specialization in Urban Design
Georgia Institute of Technology, 2019

Bachelor of Arts in Anthropology,
Columbia University, 2009

YEARS OF EXPERIENCE WITH FIRM

3 years

PROFESSIONAL HISTORY

Perez Planning + Design, LLC
2019 – Present

Park Pride, Inc.
2018- 2019

Georgia Public Broad Casting
2012 - 2017

AWARDS

Nassau County Parks, Recreation, and Open Space Master Plan Florida Chapter of American Planning Association Award of Excellence, 2022

Southeast EMMY Awards 2015: Promotion / Program / Single Spot - Stop the Drop Video Contest

RECENT PROFESSIONAL EXPERIENCE

2023 Gwinnett County Parks Capital Improvements Plan
Gwinnett County, GA | 2022
Role: Parks Planner

Piedmont Pathway Scoping Study
Gwinnett County, GA | On-going
Role: Trail Planner

City of Decatur Parks and Recreation Master Plan
Decatur, GA | On-going
Role: Deputy Project Manager + Parks Planner

City of Miami Parks and Recreation System Master Plan
Miami, FL | On-going
Role: Deputy Project Manager + Parks Planners

City of Boynton Beach Parks and Recreation System Master Plan
Boynton Beach, FL | On-going
Role: Deputy Project Manager + Parks Planner

City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan
City of South Fulton, GA | On-going
Role: Parks Planner

City of Gainesville Parks, Recreation, and Cultural Affairs Needs Assessment
Gainesville, FL | On-going
Role: Parks Planner

City of Atlanta Recreation and Parks Strategic Plan
Atlanta, GA | 2022
Role: Parks Planner

2020 Gwinnett County Comprehensive Parks and Recreation Master Plan
Gwinnett County, GA | 2021
Role: Parks Planner

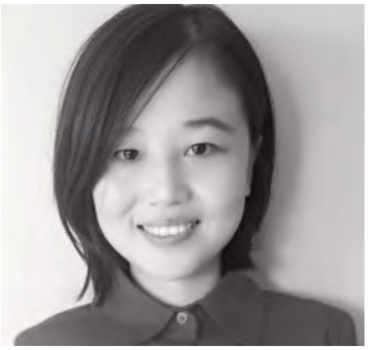
City of Atlanta Recreation and Parks Master Plan
Atlanta, GA | 2021
Role: Parks Planner

Valdosta-Lowndes County Parks and Recreation Master Plan
Valdosta-Lowndes, GA | 2020
Role: Parks Planner

St. Lucie County Parks Master Plan
St. Lucie County, FL | 2020
Role: Parks Planner

YAN DUAN

Parks Planner + Urban Designer



Yan Duan is a planner and urban designer with over 7 years of experience in planning and community design projects. Yan's expertise is in research, design, and visual communications. She combines these three strengths to develop thoughtful, practical, and innovative parks planning and design solutions.

Yan will work collaboratively with Nick and Carlos and will serve as a Parks Planner for the project. She will assist Nick and Carlos with qualitative and quantitative research tasks including, preparing exhibits for public virtual or in-person public engagement, GIS mapping, analysis, and development of exhibits and deliverables for the project.

EDUCATION

University at Buffalo, the State University of New York (SUNY Buffalo) School of Architecture and Planning Master of Urban Planning with Specialization in Urban Design and Physical Planning, 2016

Xi'an University of Technology, Xi'an, P.R., China School of Civil Engineering and Architecture Bachelor of Engineering in Urban Planning, 2013

Summer Program, Harvard University, 2007

YEARS OF EXPERIENCE WITH FIRM

3 year

PROFESSIONAL HISTORY

Perez Planning + Design, LLC | 2019 – Present

Santee-Lynches Regional Council of Governments | 2018 – 2019

City of Buffalo Mayor's Office, New York | 2016 – 2017

AWARDS

Nassau County Parks, Recreation, and Open Space Master Plan Florida Chapter of American Planning Association Award of Excellence, 2022

RECENT PROFESSIONAL EXPERIENCE

2023 Gwinnett County Parks Capital Improvements Plan
Gwinnett County, GA | 2022
Role: Parks Planner

City of Decatur Parks and Recreation Master Plan
Decatur, GA | On-going
Role: Parks Planner

City of Miami Parks and Recreation System Master Plan
Miami, FL | On-going
Role: Parks Planners

City of Boynton Beach Parks and Recreation System Master Plan
Boynton Beach, FL | On-going
Role: Parks Planner

City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan
City of South Fulton, GA | On-going
Role: Parks Planner

City of Gainesville Parks, Recreation, and Cultural Affairs Needs Assessment
Gainesville, FL | On-going
Role: Parks Planner

City of Atlanta Recreation and Parks Strategic Plan
Atlanta, GA | 2022
Role: Parks Planner

2020 Gwinnett County Comprehensive Parks and Recreation Master Plan
Gwinnett County, GA | 2021
Role: Parks Planner

City of Atlanta Recreation and Parks Master Plan
Atlanta, GA | 2021
Role: Parks Planner

Valdosta-Lowndes County Parks and Recreation Master Plan
Valdosta-Lowndes, GA | 2020
Role: Parks Planner

St. Lucie County Parks Master Plan
St. Lucie County, FL | 2020
Role: Parks Planner

Nassau County Parks Master Plan
Nassau County, FL | 2020
Role: Parks Planner

TEJAS KHANDEKAR

Urban Planner + Designer

EDUCATION

Georgia Institute of Technology,
Master of Science - Urban Design, 2018

Visvesvaraya National Institute of Technology,
Bachelor of Architecture (B.Arch), 2015

YEARS OF EXPERIENCE WITH FIRM

4 year

PROFESSIONAL HISTORY

Perez Planning + Design, LLC
2018 – Present

Tata Consulting Engineers Ltd, India
January – October 2022

Airborne Industries LLP, India
2020 – 2021

Apte Sane & Associates, India
2015 – 2017

Tejas is an urban designer with a passion for designing people-centric urban spaces. He uses his background in architecture to innovatively leverage existing built infrastructure in his urban planning and design solutions geared towards creating an elegant and efficient built environment.

Tejas will work collaboratively with Nick and Carlos and will serve as a Urban Designer for the project. He will assist Nick and Carlos with qualitative and quantitative research tasks including, preparing exhibits for public virtual or in-person public engagement, GIS mapping, analysis, and development of exhibits and deliverables for the project.

RECENT PROFESSIONAL EXPERIENCE

City of Decatur Parks and Recreation Master Plan
Decatur, GA | On-going
Role: Parks Planner

City of Boynton Beach Parks and Recreation System Master Plan
Boynton Beach, FL | On-going
Role: Parks Planner

City of South Fulton Parks, Recreation, and Cultural Affairs Master Plan
City of South Fulton, GA | On-going
Role: Parks Planner

City of Atlanta Recreation and Parks Strategic Plan
Atlanta, GA | 2022
Role: Parks Planner

2020 Gwinnett County Comprehensive Parks and Recreation Master Plan
Gwinnett County, GA | 2021
Role: Parks Planner

Valdosta-Lowndes County Parks and Recreation Master Plan
Valdosta-Lowndes, GA | 2020
Role: Parks Planner

St. Lucie County Parks Master Plan
St. Lucie County, FL | 2020
Role: Parks Planner

Nassau County Parks Master Plan
Nassau County, FL | 2020
Role: Parks Planner

Atlanta Beltline Northeast Trail Planning and Design
Atlanta, GA | Ongoing
Role: Planner, Urban Designer

Port St. Lucie Parks Master Plan
Port St. Lucie, FL | 2019
Role: Urban Designer

Keswick Trail Planning and Design
Chamblee, GA | 2019
Role: Urban Designer

Urban Ecology Framework and Tree Protection Ordinance
Atlanta, GA | 2019
Role: Planner, Urban Designer

Kevin Nunnery, PHD, LSS, LEED AP

Senior Ecologist

EDUCATION

Ph.D., Wetland/Restoration Ecology, Duke University

M.S., Restoration Ecology, North Carolina State University

B.S., Forestry, North Carolina State University, Magna Cum Laude

PROFESSIONAL REGISTRATION

Certified in Intermittent and Perennial Stream Identification for Regulatory Applications by the North Carolina Division of Water Quality, 2011

North Carolina Licensed Soil Scientist, License Number 1235, 2001

Certified Aquatic Insect Collector, State of North Carolina, 2001

LEED Accredited Professional for New Construction (USGBC)

TECHNICAL TRAINING

Rosgen Levels I-IV, Wildland Hydrology, Inc.

Wetland Delineation, Wetland Training Institute

North Carolina Stream Institute Stream Restoration Courses

PROFESSIONAL ASSOCIATIONS

Society of Wetland Scientists

Kevin is an ecologist with over 25 years of experience in both research and applied ecology. His expertise includes the characterization, assessment, restoration and monitoring of wetland and stream ecosystems and development-impacted watersheds. He performs ecological assessments of green infrastructure for master planning and develops specialized techniques for these evaluations. His expertise has improved botanical garden and park ecological assessments; stream and wetland restoration design, permitting, construction oversight; habitat assessment; and watershed improvement recommendations.

RELEVANT EXPERIENCE

Chattahoochee River Greenway Study, Greater Atlanta Region, GA.
As Technical Lead, Kevin oversaw ecological characterization, analysis and design. Work includes review and analysis of scientific literature pertaining to hydrology, ecology and geology, and GIS analyses of information pertaining to the corridor.

Atlanta City Design: Nature, Atlanta, GA.
As lead ecologist, Kevin was responsible for the synthesis and integration of natural resources and landscape ecological systems into the City Design-Nature plan framework. Biohabitats was contracted with the City of Atlanta, Department of Planning and Community Development for the purpose of developing the framework for the City of Atlanta to establish the natural context for Atlanta's growth and development into the future and to determine what aspects of nature in Atlanta should be preserved, restored, and accentuated by the public realm.

Walnut Creek Wetland Park Master Plan, Raleigh, NC.
Alta Planning and Design retained Biohabitats to perform ecological services associated with the master planning effort for the Walnut Creek Wetland Park in Raleigh, NC. Kevin was the project manager and oversaw and assisted the team in the wetland and stream delineation, vegetation survey, invasive species characterization and management recommendations and the public meeting participation for Biohabitats. The master plan generated recommendations for vegetation and riparian buffer management, invasive species control, wildlife habitat enhancement and public access and education.

Church Creek Flood Storage and Resiliency Action Plan, Charleston, SC.
Biohabitats worked with the City of Charleston to identify, evaluate, and prioritize opportunities to implement nature-based solutions and green infrastructure practices to protect the basin, promote community resilience, improve recreation and connectivity to natural spaces, and enhance ecosystem services and hydrological function. Kevin served as the lead ecologist and project manager, overseeing the preliminary engineering phase focused on identifying nature-based approaches at a watershed-wide scale.

Jim Cooper, PLA

Landscape Architect

Mr. Cooper is a senior landscape architect with 20 years of experience in ecological resource restoration, low impact development (LID) design, and project management. His technical expertise consists primarily of stream and wetland restoration and LID design, environmental site assessment, soils investigations, jurisdictional delineations, mitigation planning, federal, state, and local permitting, and project monitoring. He has served as the lead designer and project manager for a variety of ecological restoration and LID efforts within various physiographic and land use contexts. As an experienced multidisciplinary designer, Mr. Cooper is engaged in all phases of ecological restoration and LID design, including watershed investigations, stream geomorphology studies, riparian area assessments, site design and grading, planting plan development, permitting, construction oversight, and project monitoring.

EDUCATION

M.L.A., Landscape Architecture, North Carolina State University

M.E.M., Environmental Management, Duke University

B.S., Resource Ecology, North Carolina State University

PROFESSIONAL REGISTRATION

Maryland Landscape Architect, Registration Number 3846

Washington District of Columbia Landscape Architect, Registration Number LAR000087

Professional Wetland Scientist (PWS) Number 2399

CERTIFICATION & TRAINING

Rosgen Levels I-IV, Wildland Hydrology

Maryland Green Card for Sediment and Erosion Control

ASSOCIATIONS

American Society of Landscape Architects

Maryland Chapter of the American Society of Landscape Architects

Maryland Stream Restoration Association

Society of Wetland Scientists

RELEVANT EXPERIENCE

Chattahoochee River Greenway Study, Greater Atlanta Region, GA.

Biohabitats supported the planning effort as the ecological consultant, responsible for how the ecological connectivity, integrity, and functions of the Chattahoochee Riverlands are integrated into the planning and design of the 100-mile project area. As Biohabitats' lead landscape architect, Jim facilitated integration of essential ecologic functional considerations into the overall corridor vision. Working collaboratively, the project team led by SCAPE shaped a greenway corridor alignment between Lake Lanier and Chattahoochee Bend State Park that thoughtfully weighs ecological, cultural, transportation, access, and equity considerations.

Barberry Woods Stream Restoration, Charleston, SC.

Jim served as lead stream restoration designer for the relocation of approximately 3,200 linear feet of stream and adjacent riparian zone on Johns Island, SC to respond to flood concerns. Scope of work consisted of the creation of a Stage Zero stream/wetland complex to better align the existing degraded stream to connect to forested areas and ponds to maximize water quality improvement, wildlife habitat character, and flood abatement.

City of Columbia/Thomas and Hutton, Columbia, South Carolina Stormwater Phases 1 and 2 (Unnamed Tributary to Eightmile Branch), Columbia, SC.

Jim served as the project manager for the assessment, preliminary design ideation, and final design for the stabilization/restoration of approximately 2,500 linear feet of stream channel within an existing developed neighborhood in Columbia, South Carolina. The stream network, which resides within an urbanized watershed, is highly dissected by multiple road crossing and private lot encroachments within riparian corridors throughout the project area. Assessment activities consisted of stream geomorphic studies, watershed characterizations, and preliminary stream restoration concept development. Final design is presently underway to implement restoration activities recommended in the concept plan.

Meghan Gloyd, MCE, PE

Senior Water Resources Engineer

Ms. Gloyd is a water resources engineer with over 15 years of experience in stormwater management, stream restoration design, hydrologic & hydraulic modeling, and development of construction plans. She has worked on projects at both the site and watershed scales with private homeowners and municipalities. Her experience also includes construction oversight and inspection. Prior to joining Biohabitats, Ms. Gloyd was contracted to the Division of Watershed Stewardship within the State of Delaware Department of Natural Resources and Environmental Control providing engineering and project management services to both the Dam Safety Program and the Drainage Program. She reviewed sunny-day failure models and mapping, performed hydrologic and hydraulic modeling on state owned high-hazard dams, and performed dam inspections for the dam safety program. Her work for the drainage program included project management for contracted projects, engineering design for drainage and stream restoration project, cost estimates, and channel maintenance. Ms. Gloyd is proficient in AutoCAD, HEC-RAS, HEC-HMS, HydroCAD, HY-8, ArcGIS, and Visual Basic.

EDUCATION

M. CE., Civil and Environmental Engineering - Concentration: Water Resource Engineering, University of Delaware

B.S., Engineering Science and Mechanics, Virginia Tech

PROFESSIONAL REGISTRATION

Professional Engineer: MD, DE

Certified Construction Reviewer, State of Delaware

CERTIFICATION & TRAINING

HEC-RAS 2D - Water Surface Modeling Training, United State Department of Agriculture

University of Maryland, Maryland Fire and Rescue Institute, Confined Space Awareness and Entry

ASSOCIATIONS

Maryland Stream Restoration Association, Education; Committee Chair, 2020

RELEVANT EXPERIENCE

Church Creek Flood Storage and Resiliency Action Plan, Charleston, SC. Biohabitats worked with the City of Charleston to identify, evaluate, and prioritize opportunities to implement nature-based solutions and green infrastructure practices to protect the basin, promote community resilience, improve recreation and connectivity to natural spaces, and enhance ecosystem services and hydrological function. Meghan served as the technical lead for the preliminary engineering phase focused on identifying nature-based approaches at a watershed-wide scale.

Lowcountry Military Installation Resilience Review, Beaufort, SC. In Beaufort County SC, two military installations and the community that support them are at risk from coastal and inland storm events that are increasing in frequency and intensity. Biohabitats joined a team led by Sherwood Engineers to create a plan defining what is at risk and recommending strategies for mitigating those risks. Meghan worked closely with Sherwood Engineers to develop mitigation strategies focused on nature based solutions and concept-level site plans for the Shellpoint Community.

Johns Island Restoration Plan to Improve Flood Resiliency, Charleston, SC. To improve proactive flood and surge mitigation on Johns Island, the City of Charleston hired a team led by WK Dickson to identifies both site-specific and regulatory solutions to persistent flooding. Biohabitats led the spatial analysis for the plan. The regulatory approach relies on elevational zones to guide water smart development. The site-based approach identifies tracts of undeveloped land where restoration, purchase, or easements could reduce flooding on this low-lying sea island. Meghan contributed to the identification of restoration sites and concept designs.

RMPK FUNDING

Public Funding • Governmental Advocacy • Economic Development

Ryan A. Ruskay

President

Mr. Ruskay has more than 14 years of extensive experience in the evaluation and management of various state and federal funding programs, obtaining $135 million dollars in the past nine years. He has worked with a wide range of local governments to find and obtain the funding necessary to make their capital projects a success. His projects consistently place in the top percentages of funding programs on the local, state and federal level. Mr. Ruskay's experience includes obtaining funding for land acquisition, transportation projects, cultural facilities and public safety projects. In addition to assisting local communities throughout the state in obtaining funding for capital projects, Mr. Ruskay and the staff at RMPK Funding have developed Capital Improvement and Strategic Funding Plans for many of their clients.

Beginning his career with the State of Florida, Mr. Ruskay managed such programs as the Florida Recreational Development Assistance Program and the Florida Boating Improvement Program. Besides acting as Project Manager for hundreds of projects across the entire state, he has been actively involved in the evaluation and selection of State and Federal grant applications. This experience, combined with his relationships with many key funding coordinators on the local, state, and federal level, will ensure that the clients of the RMPK Funding have the best opportunity to receive funding.

MUNICIPAL PROJECTS FUNDED

Emergency Facilities Park
Land Acquisition Park
Facilities Recreation Grants
Social Services Stormwater
Improvements Sanitary Sewer
Systems Street & Drainage
Projects State Revolving Fund
Loans Cultural Facilities
Historic Preservation
Hurricane Mitigation Urban
Reforestation Community
Development Block Grants

Activities related to the management of local, state and federal funding programs:

- Florida Recreational Development Assistance Program, Project Manager
- Land and Water Conservation Fund, Program Manager
- Recreational Trails Program, Project Manager
- Florida Boating Improvement Program, Program Manager
- Department of Environmental Protection's Legislative Line Item Program, Project Manger
- Corzo, Castalla, Carballo, Thompson, Salman, P.A., Coral Gables, Florida, Funding Director

Jonathan Bailey LEED AP BD+C , CCM, CEM, EBCP

Vice President

Jonathan has 20 years of experience, and more than 15 years experience executing and leading assessment programs for clients across the United States and internationally. Jonathan's experience includes commercial and corporate property, hospitality, research laboratories, correctional facilities, healthcare, and public service facilities. He has provided facility consulting services on some of the country's most iconic buildings from the Seattle Space Needle to the United States Capitol Building. Jonathan brings his expertise in building mechanical, electrical, plumbing, and fire protection systems as well as sustainability, commissioning and retro-commissioning, and energy savings to every program helping clients get the best value from their investment in facility consulting services.

Representative Project Experience

City of Decatur (Georgia) Parks & Recreation Masterplan | 196.3 Acres of Park | 7 Recreation Facilities | 133,000 SF | Role: Cost estimating & Condition Assessment

National Park Service | Blue Ridge Parkway | Concessions Facility Condition Assessment
29 Buildings | 280,850 SF | Role: Cost estimating & Condition Assessment

Georgia Vocational Rehabilitation Agency | Roosevelt Warm Springs Facilities Master Plan | Warm Springs, GA 13 Facilities | 330,000 SF | Role: Facility Condition Assessment and Cost Estimating

Forsyth County (Georgia) Facility Condition Assessment Size: 6 Buildings | 125,000 SF | Role: Facility Condition Assessment and Cost Estimating

1020 Spring Street | Atlanta, GA Size: 520,000 | Cost: $310 million | Services: Design and Construction Document Review, Schedule Review, Cost Estimate Validation, Construction Monitoring

***Fulton County (Georgia) | County-Wide Facility Condition Assessment**
110 buildings | 3.8 million SF | Role: Facility Condition Assessment and Cost Estimating

***Sumter County (Florida) | Municipal Facilities County-wide Facility Condition Assessment**
16 buildings | 500,000 SF

***Williamsburg-James City County (Virginia) | Municipal Facilities Countywide Facility Condition Assessment**
16 buildings | 1.8 million SF

***Loudoun County (Virginia) | County-wide Facility Condition Assessment**
120 Facilities | 2 million SF

*projects completed prior to joining Axias

Education

B.S., Construction Engineering, East Tennessee State University

Certifications

Leadership in Energy and Environmental Design (LEED AP), Building Design + Construction (BD+C), U.S. Green Building Council (USGBC) #10169496, 2008

Certified Construction Manager (CCM), Construction Management Association of America (CMAA), TN, #A1796, 2010

Certified Energy Manager (CEM) #17786, Association of Energy Engineers, 2011

Existing Building Commissioning Professional (EBCP) #358, Association of Energy Engineers, 2018

Years of Experience

20

Years with Axias

1

[D] Related Project Experience

ACTIVATE ATL: RECREATION & PARKS FOR ALL CITY OF ATLANTA COMPREHENSIVE RECREATION AND PARKS MASTER PLAN

Project Budget: $399,000 (+$250,000 for Public Engagement from the Atlanta Philanthropic Community)

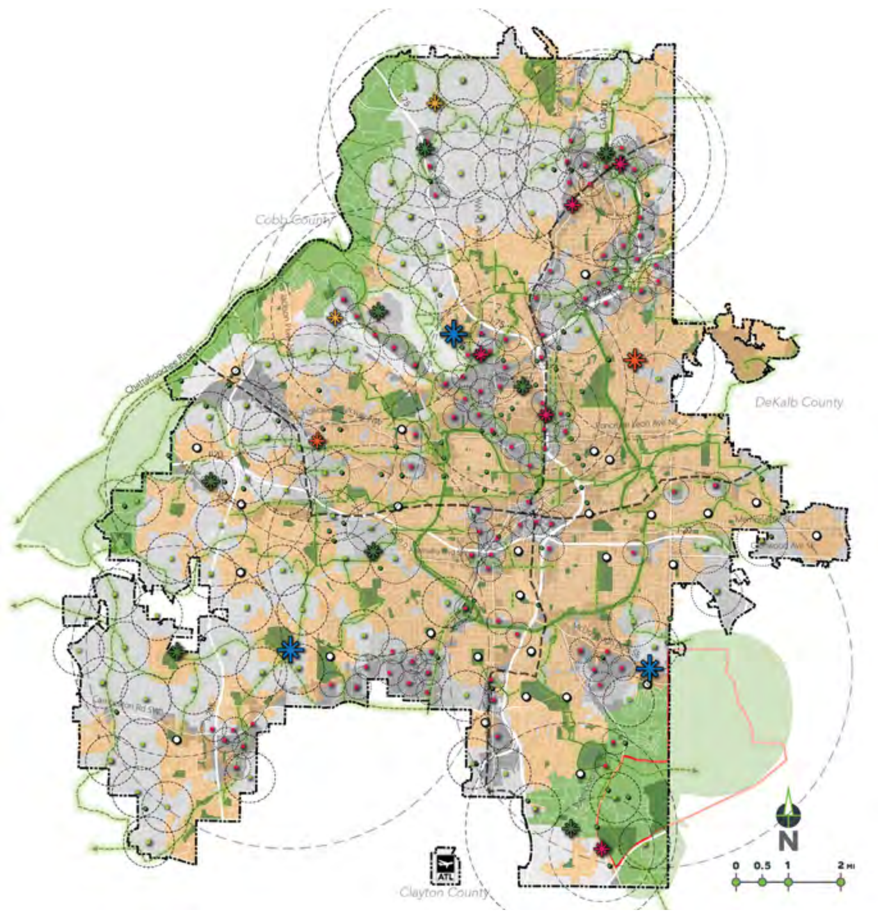
Project Completion Date: 2021

Perez Planning + Design (PP+D) served as the Local Lead Consultant for Activate ATL and the Activate ATL 5-year Strategic Plan. The plan aimed at increasing access to exceptional recreational programming, fostering community connections to nature through parks and trails, and ultimately, helping to improve the health, happiness, and resilience of all Atlantans, in all neighborhoods.

Activate ATL is unique and significant to the City's parks and recreation system for three key reasons. First, the Plan addresses inequities and geographic disparities within the parks and recreation system. It ensures that future investments will be prioritized to improve the existing parks and recreation system, especially in historically underserved parks.

Second, the Plan identifies a new mission, vision and three major goals, which are to: Invest in Atlanta's Parks and Recreation Assets; Connect Atlanta's Parks and Recreation Resources; and Grow the Parks and Recreation System. DPR aims to achieve these goals and the action steps that follow over the next ten years.

Third, a new Parks and Recreation Equity Data Tool was developed to use data-driven mapping to accurately identify disparities within the parks and recreation system and help pinpoint specific strategies to eliminate those disparities. The interactive tool evaluates community and park needs and identifies neighborhoods with the greatest need for park investment and capital improvements. Ultimately, it will track and evaluate the impact of DPR's efforts over time. PP+D's proven planning approach and leadership led to the input of over 10,000 Atlantans and the passing of a $146 Million Bond that will help implement the first phase of the 10-year master plan.



Contact Information:

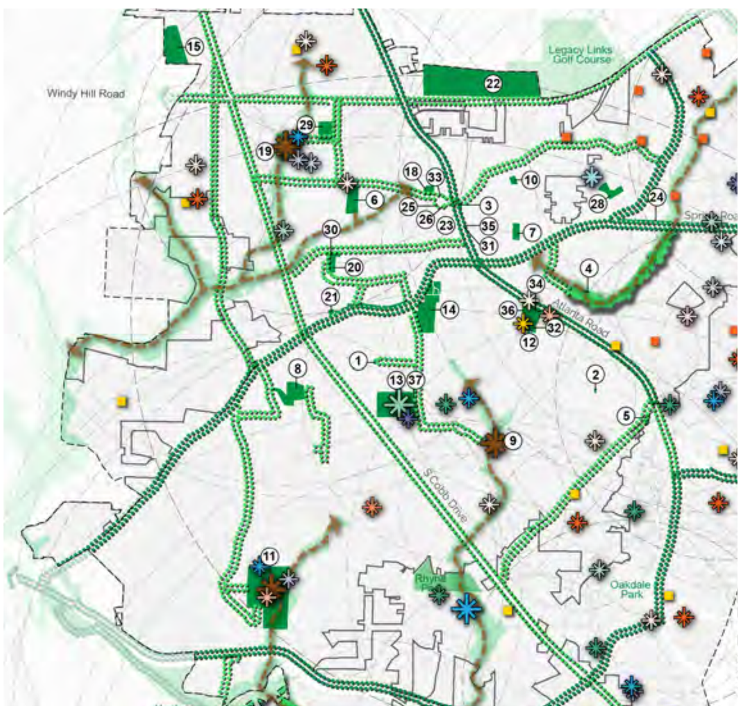
Tara L. Buckner, M.P.A., AICP, Urban Planner + Project Manager
tlbuckner@AtlantaGa.Gov
404.546.6737
Office of Park Design
Department of Parks and Recreation
City of Atlanta
233 Peachtree Street NE, Suites 1600/1700
Atlanta, GA 30303

RECREATE SMYRNA - THE CITY OF SMYRNA PARKS AND RECREATION MASTER PLAN

Project Budget: $98,500
Project Completion Date: 2018

The City of Smyrna, GA hired Perez Planning + Design, LLC (PP+D) to complete the City's Parks and Recreation Master Plan. Branded RECREATE Smyrna, the goal of the study was to give new life and freshness to the City through the City's parks and recreation system while also helping to address some of the difficult and complex challenges that the City faces. The ultimate objective of RECREATE Smyrna was to improve the social, environmental, and economic quality of life of existing and future residents.

RECREATE Smyrna followed PP+D's proven approach to parks and recreation system planning. It consisted of an analysis of the City’s existing Context, Needs and Priorities Assessment, Long Range Vision, and Implementation Strategy. Each phase of the process built on the findings and conclusions from the previous phases. Through this process, PP+D identified five primary challenges that were impacting the City's continued growth - Building a greater variety of housing stock; Developing more local retail destinations and amenities - including more parks and recreation amenities; Adding alternatives to its transportation network; Investing in its education system, namely its middle and high schools; and Embracing a diverse population. Additionally, PP+D identified the communities top priority parks and recreation needs. RECREATE Smyrna proposed an implementable parks and recreation system vision for the City that created a decision-making framework to ensure a systematic approach to developing a balanced parks and recreation system that address communities needs and priorities as well as many of the challenges facing the City's continued growth.



RECREATE
Smyrna
Parks Recreation

Contact Information:
Richard Garland, Director
RECREATE Smyrna
200 Village Green Circle,
Smyrna, GA 30080
Phone: (678) 631-5397
rgarland@smyrnaga.gov

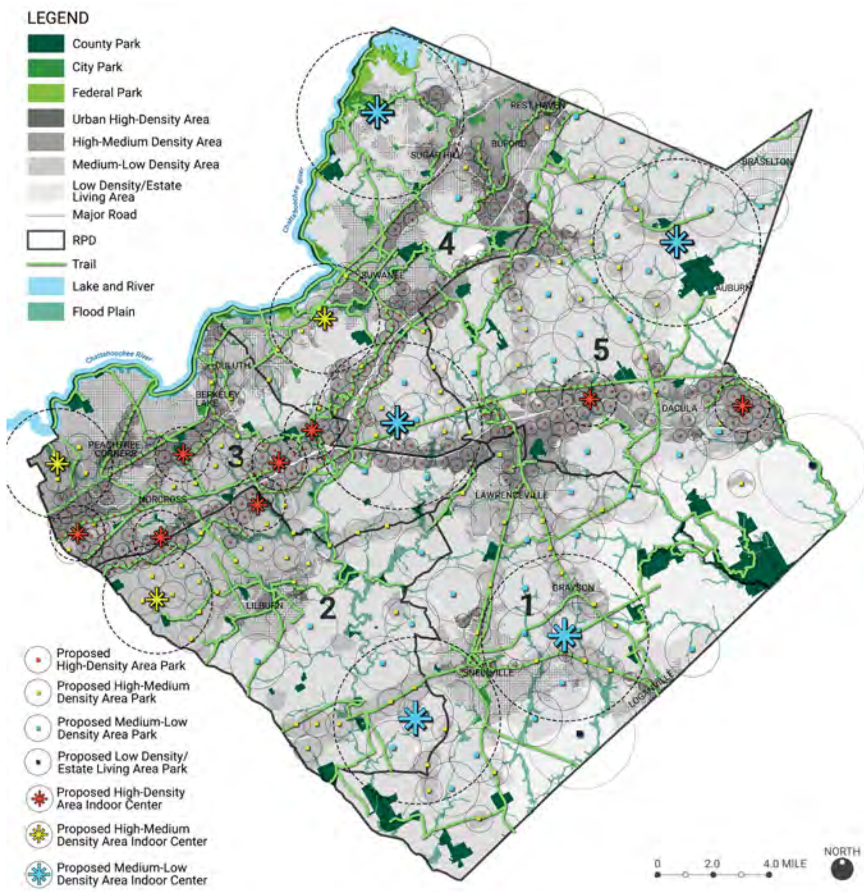
“Carlos and his Team hit it out of the park! Great people to work with and very professional. If you are looking for a top notch plan by people who know and understand the industry, these guys are the ones to call. I really can’t express how much I appreciated all their hard work and effort. The Team did a great job and the Council recognized their effort on more than one occasion."

*- **Richard Garland, Director***

2020 GWINNETT COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

Original + Final Project Budget: $411,500
Length of Contract: 2.5 Years

Gwinnett County is poised to become the most populous County in the State of Georgia. Over the next 10-years, Gwinnett's diverse population is projected to grow by at least 280,000 residents. This growth will further define this historically rural and suburban County into defined urban, suburban, and rural communities. This development definition will require that the County consider how best to provide services to residents living in these distinct development patterns while considering equity and financial, environmental, and social sustainability.



Considering these challenges, Perez Planning + Design, LLC (PP+D) was selected by the County to complete the 2020 Gwinnett Comprehensive Parks and Recreation Master Plan. PP+D used its proven approach to completing this important plan for the County.

Public engagement for the projected included a multi-lingual Statistically-Valid Survey, social media input, on-line surveys, interactive exercises at special events and public meetings, virtual engagement meetings, and hybrid virtual and in-person meetings. Collectively, this strategy led to over 80,000 participant responses.

Based on this data, PP+D developed an equitable and sustainable Long-Range Vision and Implementation Strategy that will define the County's direction over the next 10-years.

The 2020 Gwinnett Comprehensive Parks and Recreation Master Plan recently won a 2022 National Association of Counties (NACo) Award under the planning category.

"Care for both the client and the product are hallmarks of any project PP+D has done with Gwinnett County. PP+D brings a level of expertise and excellence to our projects that most firms wish they possessed. Their individual attention to detail, energy, and thoughtfulness that Carlos and his team brings to the process fosters both introspection and affirmation of our agency's goals. Carlos can provide immense skill in aligning project goals and budget while exploring unasked questions that facilitated a profound impact to the communities he works with. I would not hesitate to recommend PP+D to any project, especially where sensitivity to the issues and barrier breaking thought is needed."

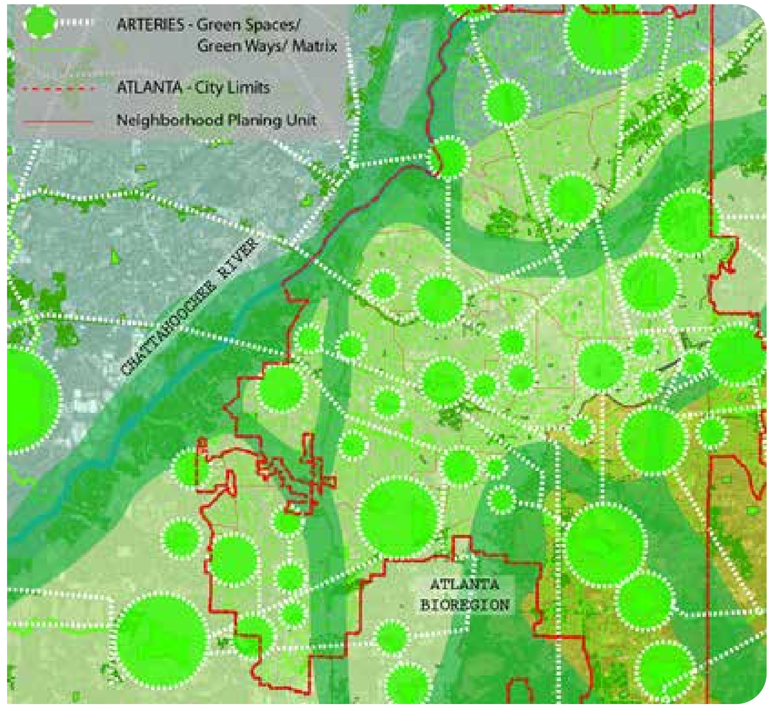
- Mark Patterson, Retired Deputy Director - Department of Community of Services over the Division of Parks and Recreatio

Contact Information:
Mark Patterson - Community Services, Deputy Department Director
Gwinnett County Department of Community Services - Deputy Director
75 Langley Drive,
Lawrenceville, GA 30046
Phone: (770) 822-8875
Mark Patterson@gwinnettcounty.com

City of Atlanta, Department of Planning and Community Development

Atlanta City Design: Nature

Atlanta, Georgia



An urban ecology provides the framework for a livable future that is not just based on sustainability, but on regeneration.

SERVICES
Inventory & Assessments
Planning
Parks
Design
Management
Public Outreach

REFERENCE
Tim Keane, PDS Director
City of Boise, Idaho
208.608.7135
tkeane@cityofboise.org

PERSONNEL
Kevin Nunnery - Lead Ecologist

Atlanta is often called "the city in a forest" based on its development patterns and the abundance of tree canopy within city limits. Predicting dramatic population growth, the city developed Atlanta City Design, an inclusive effort to envision Atlanta in the next 20+ years that is "For People, For Nature, and For People in Nature." Supporting this, Biohabitats led an interdisciplinary team working with the Department of City Planning to develop *Atlanta City Design: Nature*. Establishing the natural context for Atlanta's growth and development, the project determined aspects of nature to be preserved, restored, and accentuated by the public realm, and advances a citywide green network benefiting all city residents.

Atlanta City Design: Nature emphasizes equity and inclusiveness, promotes stewardship for the natural environment, and maximizes the potential to transform vacant properties into a green network. The project team examined the city's natural environs, including watersheds, tree canopy, topography, green spaces, trails and byways including the Atlanta BeltLine. Informed by community input and data analysis, the team recommended opportunities, strategies and policies to restore ecosystems and habitat, generate connected green and blue spaces, and promote similarly aligned development.

Biohabitats also revised the citywide tree ordinance to align implementation, economic, and tree preservation, conservation and canopy enhancement strategies outlined in *Atlanta City Design: Nature*. By integrating ecological processes into the city's cultural fabric, Atlanta is becoming more resilient, vibrant, and healthy.

Atlanta Regional Commission

Chattahoochee River Greenway Study

Atlanta, Georgia

An iconic river corridor honored by design that equitably provides greenway access in an ecologically meaningful way.

SERVICES
Engage
Assess
Plan
Engineer & Design

REFERENCE
Walt Ray
Trust for Public Land
470.249.0475
walter.ray@tpl.org

PERSONNEL
Kevin Nunnery - Project Manager
Jim Cooper - Lead Landscape Architect

Originating in the southeastern Blue Ridge Mountains, the Chattahoochee River traverses multiple counties as it winds past the Atlanta metropolitan area, providing ecological services, water supply, and recreational opportunities for communities along nearly 100 miles until its confluence with the Flint River. While the Chattahoochee River National Recreation Area draws millions of visitors annually, other reaches of the river are less well known and accessible.

In an effort to redefine the region's relationship to the Chattahoochee and establish a new vision for its future, the Atlanta Regional Commission, The Trust for Public Land, the City of Atlanta, and Cobb County commissioned a study of 100 miles of the river valley, extending from Lake Lanier to Chattahoochee Bend State Park. The study produced a carefully designed greenway corridor that considers a variety of cultural, ecological, and infrastructure concerns while connecting people to the river that defines and serves the region.

As the ecological design and planning consultant on the team led by SCAPE Landscape Architecture, Biohabitats led the ecological assessment of the study area, advising on project vision and environmental regulatory compliance. Biohabitats also participated in public outreach events to garner input and support from the community.

[E] Project Approach

The PP+D Team has reviewed the Scope of Services included in Norcross Parks, Greenspaces and Trails Master Plan (P,G&T-MP) Request for Proposal (RFP) and finds it consistent with the Scope of Work that the PP+D Team has collectively completed for over 200 parks and recreation agencies throughout the United States. Following is a detailed approach to this important project for the City.

Task 1 - Discover

The Discover task will provide the PP+D Team with an opportunity to review relevant planning documents. We understand that public engagement is a priority for this project and we must go above and beyond to ensure that we embed diversity, equity and inclusion in this process. Consistent with this, PP+D's public engagement philosophy is:

"Bring me in early, and I'm your partner. Bring me in late, and I'm your judge."

We look forward to working collaboratively with the City to develop partners through this process. During this task, the PP+D Team will meet with City and PG&T Commission members, citizens, and other stakeholders in a variety of venues and formats to supplement project understanding, goals, and outcomes. Additionally, the content will be available in English and in Spanish. The Principal/ Project Manager for the project – Carlos Perez, is fluent in written and spoken Spanish and Yan Duan is fluent in spoken and written Mandarin and will be available to assist with translation throughout the life of the project.

If the City desires to translate content in additional language, PP+D will work with the Center for Pan Asian Community Services (CPACS) for translation. We are currently working with CPACS on the Gwinnett Piedmont Pathway Scoping where they are helping us translate public engagement content to Korean and Vietnamese.

These strategies could be used throughout the project to ensure comprehensive engagement of residents. Based on this input, the PP+D Team will articulate a refined vision for the future of Parks, Greenspaces, and Trails within the City. The final vision will strongly consider the background information, community engagement, and studies and analyses. Based on this input, the PP+D Team will offer professional opinions, new ideas, and innovative recommendations that support progressive PG&T planning. The PP+D Team will also establish goals that coordinate how to achieve the new vision. Following are the Sub-Tasks that the PP+D Team proposes to accomplish.

1.1 Project Management: The PP+D Team will coordinate our work with the City's Project Manager. We will monitor the project schedule as it relates to the scope and provide timely invoicing and electronic interim project status reports describing project progress. We will hold regular bi-weekly or weekly meetings with City staff depending on the phase of the project to review progress, present information, and discuss the direction of remaining portions of the project.

Additionally, the PP+D Team will provide the City with meeting minutes for all meetings related to the plan. In an effort to keep the project on schedule, we have found that pre-scheduling project milestone dates such as deliverable submittal dates, City review periods, public engagements, presentations, etc., in collaboration with the City, is key to ensuring the project remains on schedule. We will review the schedule during each review meeting to maintain momentum and/or make any revisions deemed necessary.

1.2 Staff Project Kick-Off Meeting with Staff: The PP+D Team will facilitate a kick-off meeting with Staff and PG&T Commission Members to review the project scope, schedule, goals, objectives, and desired outcomes of the project. We will use this meeting to identify existing information along with sources for data collection and base map development. The PP+D Team will submit a meeting summary to Staff for review and will update per written comments received.

1.3 Project Branding: PP+D has found that developing a brand for Parks, Greenspaces, and Trails Master Plans help with public recognition and enhances public engagement for the project. All our parks master plans during the last 5 years have included branding. For example, PP+D recently worked with the City of Decatur, City of Ormond Beach, City of Atlanta, City of South Fulton, and the City of Smyrna to develop brands for their parks and greenspace master plans. PP+D will work with the City to develop a brand for the project. PP+D will then use the project brand in all project documents.

1.4 Previously Completed Plan Review and Project Base Map Development: The PP+D Team will review previously completed plans to develop a baseline understanding of the previously planned conditions of the City. This plan review will identify goals, outcomes, projects, and the status of projects that may inform the goals, objectives and proposed projects for the PG&T Plan and help with the prioritization of projects. The PP+D Team will develop a GIS base map based on data received from the City as well as findings from the plan review that will be used throughout the planning process. The PP+D Team will submit the plan review and base map to the City for review and will update the plan review and base map per written comments received from the City.

1.5 PG&T Goal and Needs Development Workshop: The PP+D Team will host a workshop with Staff and the PG&T Commission to review the status of projects that relate to the PG&T Plan, previously established goals, and facilitate a discussion to develop a refined vision and goals for the PG&T Plan and discuss parks and recreation needs. The PP+D Team will submit a meeting summary to the City for review and will update per written comments received from the City.

1.6 On-line Goal Development Community Portal: The PP+D Team will develop an on-line portal to introduce the project to the community and solicit input related to desired goals, objectives, outcomes and parks and recreation needs. It is envisioned that content will be translated in Spanish and other languages as desired by the City.

1.7 Public Workshops/ Special Events: The PP+D Team will facilitate up to two (2) public workshop and/or attend special events to solicit input from the community related to the desired goals, objectives, outcomes, and parks and recreation needs. As discussed in the box to the right, we will use our proven public meeting process to collect input in an engaging and dynamic way. It is envisioned that content will be translated in Spanish and other languages as desired by the City.

1.8 Focus Group/ Elected Official Interview Goal Development Meetings: The PP+D Team will facilitate up to sixteen (16) virtual focus group meetings or one-on-one interviews with City leadership, elected officials, and stakeholders related to the desired goals, objectives, outcomes, and parks and recreation needs.

1.9 Discovery Summary Memorandum: The PP+D Team will summarize the plans, data, input obtained, and updates GIS Base Map into a summary memorandum that will include refined goals, objectives, and desired outcomes for the plan. It is envisioned that the identified goals will be specific, realistic, and include a variety of vision aspects and implementation elements of the Plan. The PP+D Team will share the summary memorandum with the City for review and will make revisions based on written comments received from the City.

Task 1 Deliverables:

- *On-line Community Goal Development Community Portal*
- *Public Workshop Power Point Presentation*
- *Digital copy of Discovery Summary Memorandum*

Engaging + Dynamic Public Workshops

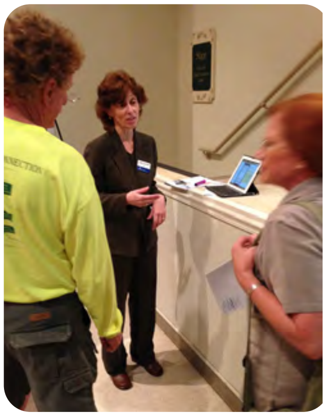
Public workshops are typically the most visible qualitative technique method. In order to ensure that we not waste resident's time but rather make residents feel like they have effectively contributed to the process, we strive to provide a variety of engaging exercises in our public workshops.

Each of our public meetings begins with a brief 5 to 10-minute Power Point Presentation that provide attendees with a brief overview of the project and public workshop process.

Following the presentation, the public workshop transitions into a public open house format where residents have at least five (5) different exercise stations that they can visit to provide input. These typically include the following:

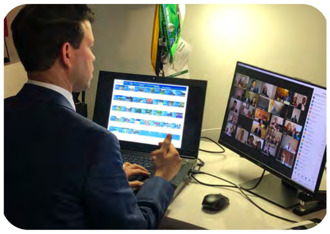
- **Facility Needs and Priorities Matrix –** Attendees are given dots to place on photos of facilities that they feel are most important, but not being adequately provided by the City.

- **Programmatic Needs and Priorities Exercise -** Attendees are given dots to place on photos of programs that they feel are most important, but not being adequately provided by the City.
- **Funding Priority Buckets Exercise –** Buckets are placed on a table, each with a different funding priority. Attendees are given ten coins, each worth $10 and are asked to distribute the $100 in the funding priorities that they feel are most important.



- **Open Discussion with the Director(s) –** Flip charts are placed in a corner of the room where the Director(s) and representative of the PP+D Team stand to speak and document whatever topic is on an attendees mind.
- **Improvements to Specific Parks –** Aerial photographs of parks are printed on 24" x 36" plots and placed throughout the room. Residents are asked to provide comments on Posted-Notes of the park improvements they would like to see happen on each of the parks and are asked to place those improvements on the specific location of the park that they would like to see the improvement happen.

We have also found a way to complete similar exercises virtually using platforms such as Zoom, Social Pinpoint, and Mentimeter.



Findings from these qualitative technique methods are then compared with the findings from our anecdotal and quantitative techniques to see where we repeatedly hear and see specific patterns. The needs that we see and hear repeatedly throughout the various techniques are typically indicative of the priority needs. Using this transparent, engaging, and dynamic approach has helped us maximize public support for our Client's plans.

Task 2 – Analyze

During the Analyze task, the PP+D Team will use the baseline understanding of what has been achieved from previous plans, what is yet to be completed, and input related to the vision, goals, objectives, outcomes, and parks and recreation needs to complete quantitative and qualitative assessments of the City's parks, trails, greenways, and water conveyance system. Additionally, the PP+D Team will closely collaborate with Staff and the PG&T Commission to establish a framework for developing conceptual approaches for the PG&T Plan. It is envisioned that this framework will be informed by established planning principles, guidelines, and criteria that will be assessed and refined. Following are the Sub-Tasks the PP+D Team proposes to accomplish.

2.1. Parks, Greenways, Trails, and Stormwater Assessment: The PP+D Team will complete a variety of quantitative and qualitative analyses including Level Service Analyses (LOS), and a functional assessment of existing green and grey stormwater infrastructure. Specific analyses envisioned includes Park Acreage LOS, Park Access LOS, Facilities LOS, high-level stormwater infrastructure capacity analysis, stormwater infrastructure water quality assessment, landscape ecology (wildlife corridors, patches), wetlands, streams and other surface water bodies, soils, land morphology, vegetation communities including invasive species, critical habitat, rare, threatened and endangered species, and contaminated lands (as defined by others).

The PP+D Team will also spend one (1) day visiting sites to visually identify needs, opportunities, and discuss existing maintenance and management strategies. The findings from these assessments will be compared to the findings from the public input received during the Discover Task to see where findings may overlap and suggest overall needs and priorities. The PP+D Team will develop a summary memorandum of the assessment with maps and supporting graphics, submit to the City for review, and make revision per the City's written comments.

2.2. Facility and Park Condition Assessment (Additional Services): *If desired by the City and as an Additional Services, Axias would complete a condition assessment of each facility and developed park to identify visually apparent deficiencies associated with the site, facilities, hardscapes, softscapes, infrastructure, building systems, etc. They also consider life cycle items with regards to capital expenditures required over a 10-year study. Each deficiency or life cycle item noted will be provided with an opinion of cost, expenditure category, and deficiency category. The result of this task will provide the City of Norcross a detailed plan on required expenditures for each of the facilities and parks so that capital budgets can be developed.*

2.3. Conceptual Approach Alternatives Framework: Informed by the findings from the Discover Task and the various assessments completed, the PP+D Team will create a framework for developing conceptual approaches for the PG&T Plan. The framework may include recommendations for establishing a hierarchy and typology for all parks, greenspaces, trails, low impact and innovative stormwater best management practices & green infrastructure; landscape protection & restoration of natural resources, wildlife corridors and habitat; sustainable maintenance and management; and opportunities for expansion of existing sites and/or to create new facilities. The PP+D Team will prepare a conceptual framework to assess ecosystem services.

The PP+D Team will share it with the City for review and revise the framework based on written comments provided by the City.

Task 2 Deliverables:

- *Digital copy of the Parks, Greenways, Trails, and Stormwater Assessment Summary Memorandum.*
- *Digital copy of Conceptual Approach Alternatives Framework.*

Task 3 – Create

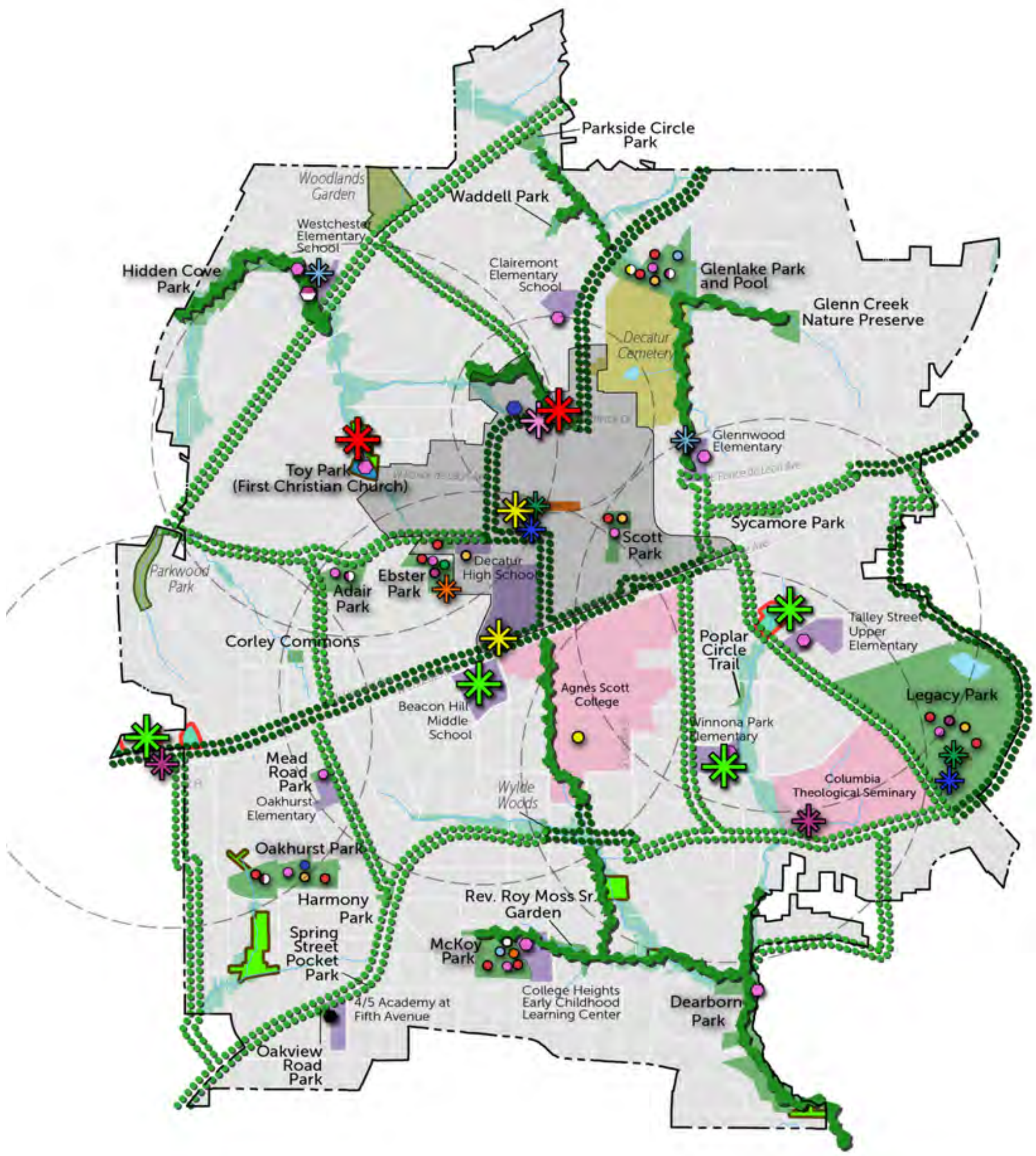
From solid data collection and analysis, the PP+D Team will work collaboratively with City Staff, the PG&T Commission members, cities, and stakeholders to use the proposed framework to create and assess areas and site-specific planning recommendations and conceptual plans. Our Team's collaborative approach will allow for the ideation, evaluation, and selection of the "best of" recommendations and conceptual ideas that comprise a Preliminary PG&T Plan.

The PP+D Team will articulate a refined vision for the future of parks, greenspaces and trails within the City. The vision will be a culmination of the background information, community engagement, studies and analyses, professional opinion, and forward-thinking recommendations. Following are the Sub-Tasks the PP+D Team proposes to accomplish.

3.1. Visioning Workshop: The PP+D Team will facilitate a one-day workshop with Staff, the PG&T Commission, and invited Stakeholders to develop a Conceptual Parks, Greenways, and Trails Vision. This vision will be informed by the findings for the Discover and Analyze Tasks, as well industry best practices.

3.2. Preliminary Conceptual Parks, Greenway, and Trails Plan: Based on the findings from the Visioning Workshop, the PP+D Team will develop a preliminary Conceptual Parks, Greenways, and Trails Plan. This Preliminary Conceptual Plan will include an evaluation of existing and proposed ecosystem services based on the framework developed in Task 2. 2. Additionally, it is envisioned that this plan will include overall system as well as site-specific planning recommendations, conceptual plans, and strategies for achieving the established vision and goals and responding to the

City of Decatur Parks and Recreation Master Plan Long-Range Vision



community's needs and priorities. The PP+D Team will share the plan with the City for review and will update the plans based on written comments.

3.3. Preliminary Conceptual Parks, Greenwa ys, and Trails Plan Public Presentations: The PP+D Team will facilitate two (2) public workshops and/or attend special events to present the preliminary Conceptual Parks, Greenways and Trails Master Plan to the public.

It is envisioned that after a brief presentation, the PP+D Team will have various exercises and public engagement stations to collect input from residents about the Preliminary Conceptual Parks, Greenways, and Trails Plan. The PP+D Team will collect, tally, summarize the findings from the public input, submit to the City for review, and make revisions per the City's written comments.

3.4. Preliminary Conceptual Parks, Greenways, and Trails On-line Portal: The PP+D Team will develop an on-line portal to share the Preliminary Conceptual Parks, Greenways, and Trails Plan with the community and solicit input. The PP+D Team will share this input with the City and make revisions based on direction from the City.

3.5. Preliminary Conceptual Parks, Greenways, and Trails Vision Presentation to Mayor and City Council: The PP+D Team will present the Preliminary Conceptual Parks, Trails, and Greenways Plan to the Mayor and

City Council. The PP+D Team will make revision per comments received in coordination with Staff and the PG&T Commission.

Task 3 Deliverables:

- *Digital copy of Preliminary Conceptual Parks, Trails and Greenway Plan.*
- *Digital copy of Preliminary Conceptual Parks, Trails and Greenway Plan Public Power Point Presentation and Station Exercises.*
- *On-line Preliminary Conceptual Parks, Greenways, and Trails On-line Portal.*
- *Summary of the public input collected, tallied, and summarized.*
- *Digital copy of Preliminary Conceptual Parks, Trails and Greenway Plan Mayor City Council Power Point Presentation.*

Task 4 – Refine

With direction received from the Mayor and City Council, the PP+D Team will have refined planning recommendations, guidelines, and site specific plans. The PP+D Team will then use the Refine Task to develop an implementation strategy for the plan. During this task, the PP+D Team will refine overall phasing, costs, and package the content for final City and PG&T Commission members, citizens, and other stakeholders' review. Following are the Sub-Tasks the PP+D Team proposes to accomplish.

4.1. Implementation Workshop: The PP+D Team will develop order of magnitude, opinion of probable costs for the vision. The PP+D Team will then facilitate a workshop with Staff and the PG&T Commission to collaboratively develop an implementation strategy for the plan. It is envisioned that during this workshop, the Team will discuss funding and prioritization strategies, and ways to measure and assess progress and performance towards the visions, goals, and the implementation aspects of the project.

4.2. Implementation Strategy: Informed by the findings from the Implementation Workshop, the PP+D Team will refine and finalize the Implementation Strategy for the Conceptual Parks, Greenways, and Trails Plan. It is envisioned that various catalyst actions and/or projects will be identified as implementation first steps that can build momentum and garner interest and buy-in toward future implementation aspects. Additionally, ways for measuring and/or assessing progress and performance towards the vision, goals, and the implementation aspects will be refined based on the implementation workshop. The Implementation Strategy will also include potential funding sources, actions, activities, implementing entities/groups/individuals, recommendations for measurable deliveries, and estimated timeframes. Lastly, general information will be provided detailing a general scope/framework and the different goals addressed, as well as an impact or priority ranking.

4.3. Implementation Strategy Presentations (Mayor, City Council): The PP+D Team will present the Implementation Strategy to Mayor and City Council. The PP+D Team will make revision per comments received in coordination with the City.

Task 4 Deliverables:

- *Digital copy of the Implementation Strategy.*
- *Digital copy of the Implementation Strategy Power Point Presentation.*
- *Summary of the public input collected, tallied, and summarized.*

Task 5 - Document

The PP+D Team will receive and incorporated comments into a digital and hard copy document that is clear, concise, searchable, and easily updated by City Staff.

5.1. Draft Final Plan: The PP+D Team will combine all the findings from the project four project tasks to develop a Draft Final Plan. It is envisioned that this document will cover all the elements in the approved scope of work for the project. The document will be easy to navigate, and understand for elected officials, residents, business owners, other stakeholders, and Staff. It will be graphically rich with tables, charts, diagrams, examples, drawings, and other elements, to convey concepts, input, conditions, and implementation aspects. It will be user- friendly/manipulatable with adequate visual aids and written in language that is concise and easily understood by laypersons as well as by topic experts. The final document will also be well-organized and rely on visualization and graphics to relay key concepts. Maps will be interactive - created in GIS (or equal) - so they may be easily accessed and modified by City personnel after the PG&T Plan is complete. The document will also capture all primary conditions, studies, analyses, and community and stakeholder input, as well as include descriptions of the vision and goals for the planning area, as well as the various implementation aspects of the plan. The PP+D Team will submit the document for the City's review.

5.2. Final Plan: Based one coordinated set of written comments obtained from the City, the PP+D Team will revise the document to create the Final Plan and submit a digital copy to the City.

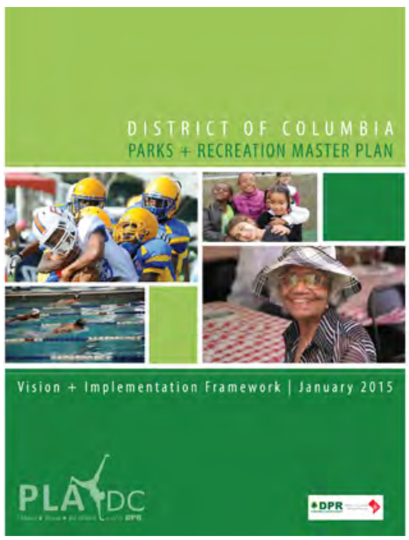
5.3. Final Presentation to Mayor and City Council for Adoption: The PP+D Team will present the final plan to the Mayor and City Council for adoption.

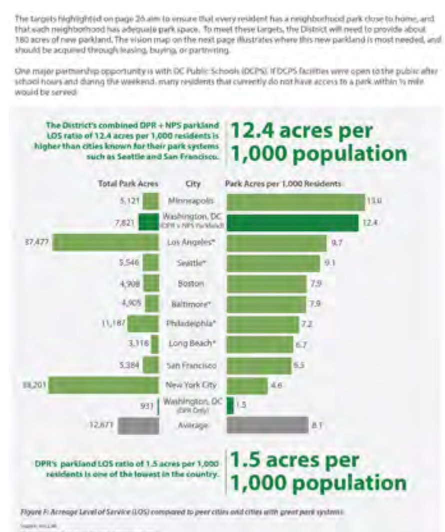
Task 5 Deliverables:

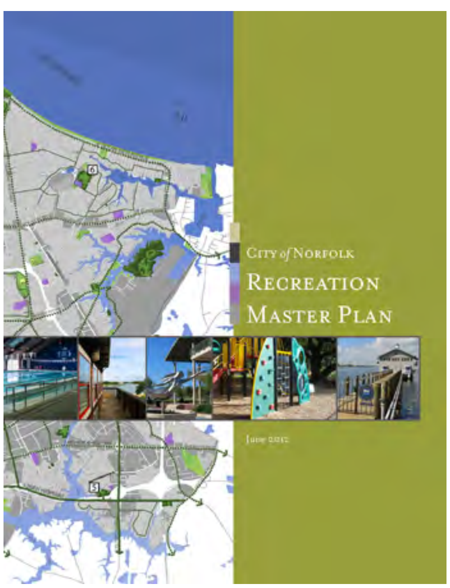
- *Digital copy of the Draft and Final Plans.*
- *Digital copy of the Mayor and City Council Power Point Presentation.*

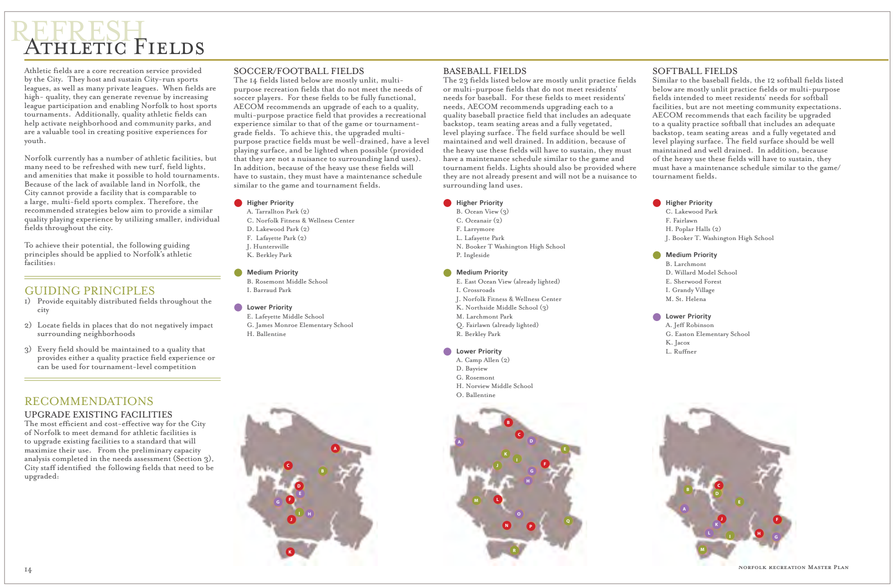
Examples of Reports + Executive Summaries

Below are examples of report and executive summary covers and pages that PP+D Staff have completed for various parks master plan reports. We strive to develop reports that are highly graphical, easy to read, and inspiring.









[F] Project Reference

ACTIVATE ATL: RECREATION & PARKS FOR ALL
CITY OF ATLANTA COMPREHENSIVE RECREATION AND PARKS MASTER PLAN

Contact Information:
Tara L. Buckner, M.P.A., AICP, Urban Planner + Project Manager
Office of Park Design
Department of Parks and Recreation
City of Atlanta
233 Peachtree Street NE, Suites 1600/1700
Atlanta, GA 30303
Phone: (404) 546-6737
tlbuckner@AtlantaGa.Gov

RECREATE SMYRNA - THE CITY OF SMYRNA PARKS AND RECREATION MASTER PLAN

Contact Information:
Richard Garland, Director
RECREATE Smyrna
200 Village Green Circle,
Smyrna, GA 30080
Phone: (678) 631-5397
rgarland@smyrnaga.gov

"Carlos and his Team hit it out of the park! Great people to work with and very professional. If you are looking for a top notch plan by people who know and understand the industry, these guys are the ones to call. I really can't express how much I appreciated all their hard work and effort. The Team did a great job and the Council recognized their effort on more than one occasion."

- Richard Garland, Director

2020 GWINNETT COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

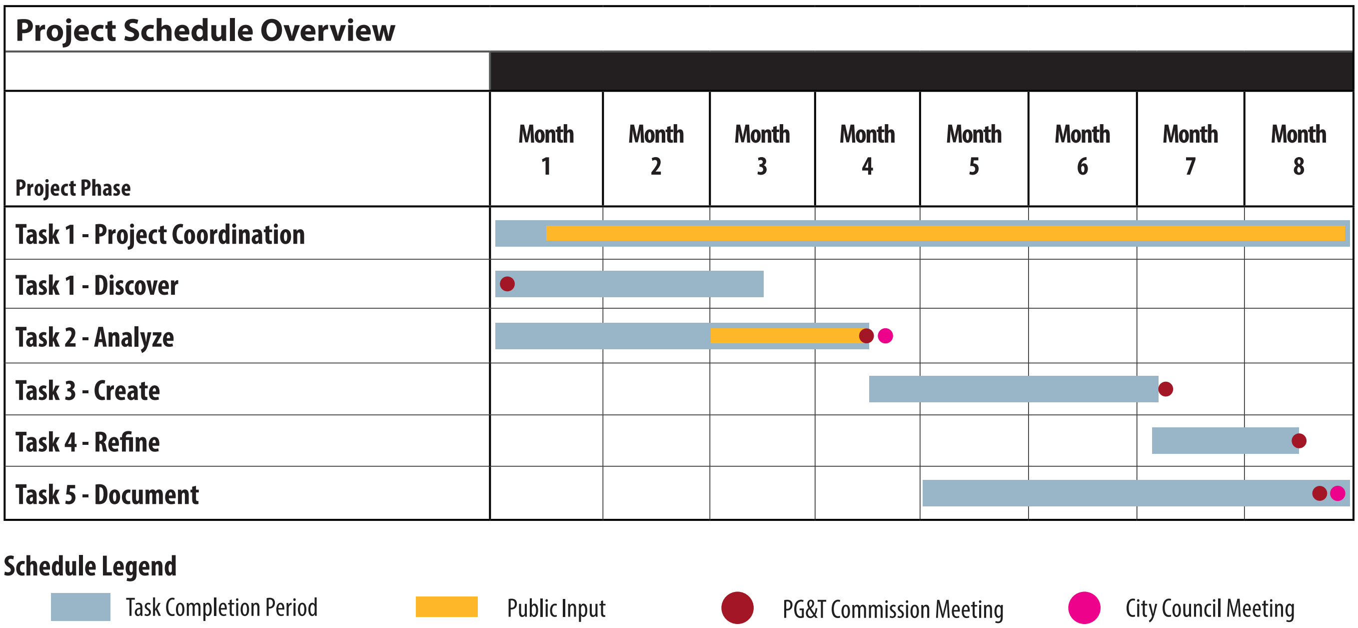
Contact Information:
Mark Patterson - Retired Community Services, Deputy Department Director
Gwinnett County Department of Community Services - Deputy Director
75 Langley Drive,
Lawrenceville, GA 30046
Phone: (404) 219-8339
pattersonecs@gmail.com

"Care for both the client and the product are hallmarks of any project PP+D has done with Gwinnett County. PP+D brings a level of expertise and excellence to our projects that most firms wish they possessed. Their individual attention to detail, energy, and thoughtfulness that Carlos and his team brings to the process fosters both introspection and affirmation of our agency's goals. Carlos can provide immense skill in aligning project goals and budget while exploring unasked questions that facilitated a profound impact to the communities he works with. I would not hesitate to recommend PP+D to any project, especially where sensitivity to the issues and barrier breaking thought is needed."

- Mark Patterson, Retired Deputy Director - Department of Community of Services over the Division of Parks and Recreation

[G] Project Timeline

The PP+D Team proposes the following timeline for the project. All meetings that need to be scheduled are built into the timeline (e.g., initial meetings with staff to review project schedule, strategic direction review, presentation of the final report, etc.). The figure below illustrates a preliminary project schedule. We welcome the opportunity to speak with the City regarding the proposed project schedule in more detail and adjusting it per the City's desires.



[H] Appendix: Affidavits

Perez Planning + Design, LLC

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

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

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

1) X I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)

2) ______ I am a legal permanent resident of the United States.

3) ______ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

REQUIRES VERIFICATION AT SUBMISSION – Which type of secure and verifiable document was provided with this affidavit? United States Driver's License

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

MUST BE COMPLETED BY NOTARY

Carlos Perez (representative for) Perez Planning + Design, LLC
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

______________________ 2/8/23
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8 DAY OF February, 20 23

Executed in Atlanta (City), GA (State)

______________________ 6-5-25
NOTARY PUBLIC Signature My Commission Expires

RYAN WALLACE
NOTARY
EXPIRES
GEORGIA
06-05-2025
PUBLIC
DEKALB COUNTY

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www. norcrossga.net

Attachment: A2) Perez Planning + Design, LLC Proposal (23-6696 : Parks, Green Spaces, and Trail Master Plan Award)

NORCROSS
a place to imagine

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

Physical performance of services: Contracts with the City involving both physical labor and any services over $2499.99 in value.
Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov(click on E-verify Homepage, see start here directions.)

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

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

Project Name: Parks, Greenspaces, and Trails Master Plan Date of Project: 2023

Legal Name of Contractor: Perez Planning + Design, LLC

Address: 878 Peachtree Street NE, Suite 827 City: Atlanta State: GA Zip Code: 30309

Federal Work Authorization User Identification Number (E-Verify Number): 785848 (4-6 digit numeric #)

Date of Authorization: 03/29/2014 **EXEMPT: YES OR NO**

****If a contractor has no employees and does not hire or intend to hire they may satisfy the law by submission of (State DL or State ID) Drivers' License Number:*** 058103731

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

Signature of Authorized Officer/Agent — 2/8/23 Date — CARLOS PEREZ - PRESIDENT Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8 DAY OF February, 2023

Executed in Atlanta (City), GA (State)

NOTARY PUBLIC Signature — 6-5-25 My Commission Expires

RYAN WALLACE NOTARY EXPIRES GEORGIA 06-05-2025 PUBLIC DEKALB COUNTY

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

NORCROSS
a place to imagine

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

Physical performance of services: Contracts with the City involving both physical labor and any services over $2499.99 in value.
Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov(click on E-verify Homepage, see start here directions.)

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

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

Project Name: Norcross Parks Master Plan Date of Project: TBD

Legal Name of Contractor: Biohabitats, Inc.

Address: 2081 Clipper Park Rd City: Baltimore State: MD Zip Code: 21211

Federal Work Authorization User Identification Number (E-Verify Number): 803377 (4-6 digit numeric #)

Date of Authorization: 8/4/2014 **EXEMPT: YES OR NO**

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

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

[signature] 2/8/2023 Adam Feuerstein, Corporate Treasurer
Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8th DAY OF February ,20 23

Executed in Baltimore (City), Maryland (State)

Brooke A. Marshall October 2, 2025
NOTARY PUBLIC Signature My Commission Expires

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

Biohabitats, Inc.

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

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

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

1) X I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)

2) ________ I am a legal permanent resident of the United States.

3) ________ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

REQUIRES VERIFICATION AT SUBMISSION – Which type of secure and verifiable document was provided with this affidavit? Valid United States Drivers License.

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

MUST BE COMPLETED BY NOTARY

I, Adam Feuerstein (representative for) Biohabitats, Inc.
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

Signature of Applicant — 2/8/2023 Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8th DAY OF February ,20 23

Executed in Baltimore (City), Maryland (State)

Brooke A. Marshall
NOTARY PUBLIC Signature

October 2, 2025
My Commission Expires

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www. norcrossga.net

NORCROSS
a place to imagine

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

Physical performance of services: Contracts with the City involving both physical labor and any services over $2499.99 in value.
Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov(click on E-verify Homepage, see start here directions.)

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

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

Project Name: Parks, Greenspaces and Trails Master Plan Date of Project: ____________

Legal Name of Contractor: RMPK FUNDING, INC.

Address: 601 Heritage Dr. #402 City: Jupiter State: FL Zip Code: 33458

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

Date of Authorization: ____________ **EXEMPT: YES OR NO**

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

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

____________	2/8/23	Ryan Ruskay, President
Signature of Authorized Officer/Agent	Date	Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8th DAY OF February, 20 23

Executed in Jupiter (City), Florida (State)

Anna Bonjour
NOTARY PUBLIC Signature

04-07-2026
My Commission Expires

ANNA BONJOUR
Notary Public-State of Florida
Commission # HH 250847
My Commission Expires
April 07, 2026

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

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

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

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

1) X I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)

2) ______ I am a legal permanent resident of the United States.

3) ______ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

REQUIRES VERIFICATION AT SUBMISSION – Which type of secure and verifiable document was provided with this affidavit? Driver License.

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

MUST BE COMPLETED BY NOTARY

I, Ryan Ruskay (representative for) RMPK FUNDING, INC.
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

Ryan Ruskay 2/8/2023
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8th DAY OF February, 2023

Executed in Jupiter (City), Florida (State)

Anna Bonjour 04-07-2026
NOTARY PUBLIC Signature My Commission Expires

ANNA BONJOUR
Notary Public-State of Florida
Commission # HH 250947
My Commission Expires
April 07, 2026

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www. norcrossga.net

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

Physical performance of services: Contracts with the City involving both physical labor and any services over $2499.99 in value.
Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov(click on E-verify Homepage, see start here directions.)

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

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

Project Name: Parks, Greenspaces and Trails Master Plan Date of Project: ____________

Legal Name of Contractor: RMPK FUNDING, INC.

Address: 601 Heritage Dr. #402 City: Jupiter State: FL Zip Code: 33458

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

Date of Authorization: ____________ **EXEMPT: YES OR NO**

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

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

Signature of Authorized Officer/Agent	Date	Printed Name and Title of Authorized Officer/Agent
	2/8/23	Ryan Ruskay, President

MUST BE COMPLETED BY NOTARY
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8th DAY OF February, 20 23

Executed in Jupiter (City), Florida (State)

Anna Bonjour
NOTARY PUBLIC Signature

04-07-2026
My Commission Expires

ANNA BONJOUR
Notary Public-State of Florida
Commission # HH 250847
My Commission Expires
April 07, 2026

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

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

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

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

1) X I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)

2) ______ I am a legal permanent resident of the United States.

3) ______ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

REQUIRES VERIFICATION AT SUBMISSION – Which type of secure and verifiable document was provided with this affidavit? Driver License.

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

MUST BE COMPLETED BY NOTARY

I, Ryan Ruskay (representative for) RMPK FUNDING, INC.
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

Ryan Ruskay — Signature of Applicant
2/8/2023 — Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8th DAY OF February, 2023

Executed in Jupiter (City), Florida (State)

Anna Bonjour — NOTARY PUBLIC Signature
04-07-2026 — My Commission Expires

ANNA BONJOUR
Notary Public-State of Florida
Commission # HH 250947
My Commission Expires
April 07, 2026

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www. norcrossga.net

www.perezpd.com

City of Norcross

Legislation Details (With Details)

File #:	23-6680	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	City of Ethics Recertification		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - City of Ethics
2. City of Ethics program resolution for re-adoption
3. City of Ethics program resolution adopted on January 6, 2020
4. City of Norcross Proposed Code of Ethics

Title
City of Ethics Recertification

Drafter
Eric Johnson

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: March 20, 2023 – Policy Work Session

Item No.: 23-6680

Title: Certified City of Ethics Resolution Re-Adoption

Recommendation
Re-adopt a resolution establishing the five ethics principles to achieve re-certification as a City of Ethics by the Georgia Municipal Association and authorize the Mayor to request re-certification.

Background
The Georgia Municipal Association (GMA) City of Ethics program is an attempt to raise awareness about ethics issues at the local level and provide a local forum for the airing and resolution of legitimate concerns. The use of a local ethics ordinance allows citizens to raise their concerns and participate in the ethics investigation process at the local level, where the voice and influence of the individual citizen is strongest.

The City of Norcross was recognized as a Certified City of Ethics in January 2020 after adopting a resolution and ordinance, establishing the five principles of ethics and a Code of Ethics for city officials. The adopted ordinance includes definitions, enumeration of permissible and impermissible activities by elected officials, due process procedures for elected officials charged with a violation of the ordinance, and punishment provisions for those elected officials found in violation of the ordinance.

The city must re-adopt, execute, and submit a current resolution along with a cover letter on a city letterhead requesting re-certification every 4 years after designation. The required documents for recognition during the GMA Convention must be submitted to GMA for approval by April 30.

Financial Impact
No fee is associated to re-certify members in good standing.

Consistent with Comprehensive Plan?
This item is consistent with Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps
Following the adoption and execution of the resolution, staff will submit the resolution and a letter requesting re-certification to the appropriate GMA contact before the April 30, 2023 deadline.

Attachments
City of Ethics program resolution for re-adoption
City of Ethics program resolution adopted on January 6, 2020
City of Norcross Proposed Code of Ethics adopted on January 6, 2020

Update

RESOLUTION

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Norcross, wishes to be re-certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Norcross, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

* Serve Others, Not Ourselves
* Use Resources With Efficiency and Economy
* Treat All People Fairly
* Use The Power of Our Position For The Well Being Of Our Constituents
* Create An Environment Of Honesty, Openness And Integrity

RESOLVED this _____ day of _______, 20__.

______________________ Mayor	______________________ Councilmember
______________________ Councilmember	______________________ Councilmember
______________________ Councilmember	______________________ Councilmember
	______________________ ATTEST:

RESOLUTION

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Norcross, wishes to be certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Norcross, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

* Serve Others, Not Ourselves
* Use Resources with Efficiency and Economy
* Treat All People Fairly
* Use the Power of our Position for the Well Being of our Constituents
* Create an Environment of Honesty, Openness and Integrity

RESOLVED this 6 day of January, 2020.

Craig Newton
Mayor

Councilmember

Councilmember

Councilmember

Elaine Puckett
Councilmember

Councilmember

Monique Lang
ATTEST:

CITY OF NORCROSS PROPOSED CODE OF ETHICS

ORDINANCE NO. 02-2019

WHEREAS, the duly elected governing authority of the City of Norcross, Georgia (the "City") is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the duly elected governing authority of the City is the Mayor and City Councilmembers thereof; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the City Officials and Employees be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS, such measures are necessary to provide the public with confidence in the integrity of its government.

NOW THEREFORE it is the policy of the City that its officials, employees, and appointees conducting official City business:

(a) Serve others and not themselves;

(b) Be independent, impartial and responsible;

(c) Use resources with efficiency and economy;

(d) Treat all people fairly;

(e) Use the power of their position for the well-being of their constituents; and

(f) Create an environment of honesty, openness and integrity.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED that the Code of Ordinances, City of Norcross, Georgia is hereby amended by adding a new Article VII entitled "Code of Ethics" to be designated Chapter 2, Article VIII, Sections 2-300 through 2-309, as follows:

SECTION 1.

"ARTICLE VIII. – CODE OF ETHICS.

Sec. 2-300. DEFINITIONS.

As used in this section, the following words shall have the meaning ascribed to them below (unless otherwise required by context):

(a) *Accusation* means a written legibly drawn statement, under oath, setting forth, at a minimum the (1) name(s) and position of the Official against whom the accusation is made; (2) the citation of the specific section(s) of this Code of Ethics which the Official is accused of violating; (3) all of the particular facts and circumstances which constitute the alleged violation, with any and all relevant supporting documents attached. An Accusation shall clearly address matters within the scope of this Code of Ethics.

(b) *Appointed City Official* means Municipal Court Judges (including substitute judges), City Manager, City Clerk, City Treasurer, City Attorney, City Auditor, and all other persons holding positions designated by the City Charter to be appointed by the Mayor and/or members of the City Council. The term Appointed City Official also includes all individuals appointed by the Mayor and/or City Council to all City authorities, boards, commissions, committees, task forces, or other bodies unless specifically exempted from this article by the City Council.

(c) *City Official* means any person who is either an Elected City Official or an Appointed City Official.

(d) *Benefit* means anything of monetary value that a reasonably prudent person would recognize as being likely to be intended to influence a City Official or Employee in the performance or non-performance of an official action.

(e) *Confidential information* means information which has been obtained in the course of holding public office, employment, an independent contract or otherwise acting as a public servant, and which information is not available to members of the public under the Georgia Open Records Act or other law or regulation and which the public servant is not authorized to disclose, including:

1. Any written information that could lawfully be excepted from disclosure pursuant to state law, unless the public servant disclosing it is authorized to do so by state law, or pursuant to some other pertinent law, policy or procedure;

2. Any non-written information which, if it were written, could be excepted from disclosure under state law, unless the public servant disclosing it is authorized to do so by the state law, or pursuant to some other pertinent law, policy or procedure; and

3. Information which was obtained in the course of or by means of a record or oral report of a lawful executive or closed session, whether or not the disclosure of the information would violate state law, unless the public servant disclosing it is authorized by state law to do so, or unless the public servant disclosing it has been properly authorized to disclose it pursuant to an applicable law, policy or procedure; however, when such information is also available through channels which are open to the public, this provision does not prohibit public servants from disclosing the availability of those channels.

(f) *Elected City Official* means the Mayor and the members of the City Council of the City of Norcross.

(g) *Employee* means any full or part time employee of the City of Norcross, other than City Officials as defined herein.

(h) *Entity* means a sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business may be conducted.

(i) *Family* means the spouse, mother, father, grandparent, brother, sister, son or daughter of any City Official or Employee related by blood, adoption, or marriage. The relationship by marriage shall include in-laws.

(j) *Interest* means any personal pecuniary benefit accruing to a public servant or the public servant's partner in interest, whether in the public servant's own name or the name of any person, property or business from which the public servant is entitled to receive any personal benefit, as a result of a matter which is or which is expected to become the subject of an official action by or with the City.

(k) *Incidental interest* means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

(l) *Partner in interest* means, when used in this article in connection with a public servant, as in the phrase "a public servant or a partner in interest," any and all of the following:

1. A member of the public servant's immediate family;

2. A business with which the public servant or a member of the public servant's immediate family is associated;

3. Any other person with whom the public servant or a member of their immediate family is in business, or is negotiating or has an agreement concerning future employment or the future conferring of any personal benefit, whether in the public servant's own name or the name of any business or person from whom the public servant is entitled, or expects to become entitled, to receive any personal benefit, as a result of a contract or transaction which is, or which is expected to become, the subject of an official action by or with the City. The term "partner in interest" does not imply or require any form of legal partnership or formal agreement; or

4. When used in the phrase "a public servant or partner in interest," the term "partner in interest" refers only to a partner in interest of the public servant to whom reference is being made, and not to any other person's partner in interest.

(m) *Public Servant* means a City Official or a City Employee as defined herein.

(n) *Remote interest* means an interest of a person, property or entity, including a City Official or Employee, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general City fees, City utility charges, comprehensive zoning ordinance, or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

(o) *Special Master* means the judge or attorney appointed pursuant to Section 2-309(a) below to review Accusations, with the power to conduct investigations, to take evidence and to hold hearings to address the subject matter of any Accusation which such Special Master determines sufficiently states a claim of a violation of this Ethics Ordinance.

(p) *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person, property or entity, where:

1. The interest is as follows:

i. Ownership of five percent or more of the voting stock, shares or equity of the property or entity; or

ii. Ownership of $5,000.00 or more of the equity or market value of the property or entity.

2. The funds received by the person from the other person, property or entity during the previous 12 months either equal or exceed:

i. $5,000.00 in salary, bonuses, commissions or professional fees, or $5,000.00 in payment for goods, products or services, or ten percent of the recipient's gross income during that period, whichever is less;

ii. The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the City Council; or which entity receives an amount of $5,000.00 or more; or

iii. The person is a creditor, debtor, or guarantor of the other person, property or entity in an amount of $5,000.00 or more.

Sec. 2-301. PURPOSE.

The purpose of this Code of Ethics is to:

(a) Encourage high ethical standards in official conduct by City Officials and Employees;

(b) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;

(c) Require disclosure by such officials of private financial or other interest in matters affecting the city; and

(d) Serve as a basis for disciplining those who fail to abide by its terms.

Sec. 2-302. SCOPE.

The provisions of this Code of Ethics shall be applicable to all City Officials and Employees. Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the Charter.

Sec. 2-303. – POLICIES OF THE CODE OF ETHICS.

The public trust requires City Officials and Employees to fulfill their duties faithfully and honestly and to subordinate any personal interest, which conflicts with the public interest. City Officials and Employees are trustees of the people and should strive to further the general welfare and not use public office or position to unethically improve their own private standing. The principal policies that form the foundation of this Code of Ethics are as follows:

(a) The trust of citizens in their government is cultivated when individual public servants act with integrity and when the public is aware that its servants act with integrity.

(b) The constitutions, laws and regulations of the United States and the State of Georgia and ordinances of the City of Norcross should be upheld as a minimum standard of conduct.

(c) The most effective way to eradicate unethical practices is to consistently act with the highest moral principles and react appropriately to the ethical decisions of others.

(d) City Officials and Employees should exercise sound judgment and apply ethical principles in making decisions that in any manner reflect upon their elected office.

(e) All citizens should be treated with courtesy, impartiality and equality.

Sec. 2-304. – INTENT OF THE CODE OF ETHICS.

It is the intent of this Code of Ethics that City Officials and Employees shall not knowingly engage in any activity that is incompatible with the proper discharge of their official duties or which would tend to impair their judgment or actions in the performance of their official duties. Furthermore, City Officials and Employees should avoid any action that might result in or create the appearance of:

(a) Using public office or position in an unethical manner for private gain;

(b) Impeding City of Norcross efficiency or economy; or

(c) Affecting adversely the confidence of the public in the integrity of those who conduct the affairs and business of the City of Norcross.

Sec. 2-305. - CODE OF ETHICS FOR CITY EMPLOYEES.

Employees of the City shall treat all citizens with courtesy, impartiality, fairness, and equality under the law, and shall avoid both actual and potential conflicts between their private self-interest and the public interest. Prohibited conduct of each such employee shall include, but not be limited to, the following:

(a) Requesting, using, or permitting the use of any publicly owned or publicly supported property, vehicle, equipment, labor, or service for the personal convenience or the private advantage of themselves or any other person, except as otherwise allowed by law;

(b) Engaging in private employment with, or rendering services for, any private person who has business transactions with the City, unless they have notified their Department Director and the Human Resources Director in writing of the nature and extent of such employment or services;

(c) Appearing on behalf of any private person, other than themselves, before any public body in the City;

(d) Accepting gifts with a value of more than $100.00, whether in the form of money, things, favors, loans, or promises, that would not be offered or given to them if they were not an employee;

(e) Disclosing any confidential information concerning any official or employee, or any other person, or any property or governmental affairs of the City, without prior formal authorization of the governing body;

(f) Using or permitting the use of confidential information to advance the financial or personal interest of themselves or any other person; or

(g) Appointing of any person related to them by blood or marriage to fill an office, position, employment, or duty, when the salary, wages, pay, or compensation is to be paid out of public funds.

Sec. 2-306. – CODE OF ETHICS FOR CITY OFFICIALS.

City Officials shall treat all citizens with courtesy, impartiality, fairness, and equality under the law, and shall avoid both actual and potential conflicts between their private self-interest and the public interest. Prohibited conduct of each City Official shall include the following:

(a) City Officials shall not have a substantial interest that conflicts with their responsibilities and duties as trustees of the public good; or

(b) City Officials shall not directly or indirectly engage in financial transactions as a result of, or primarily rely upon, confidential information obtained in the course of their office or received due to their position.

(c) *Acceptance of gifts.* City Officials shall not solicit or accept, directly or indirectly, any benefit or payment from any person, corporation or group that has, or is seeking to obtain, a contractual or other business or financial relationship with the City of Norcross; provide however that the prohibitions against acceptance of gifts shall not apply in the case of:

1. Occasional nonmonetary gift(s) of insignificance or trinkets or gifts, such as a calendar, memento or pen, received in the normal course of business with a value of/or less than $100.00;
2. Award publicly presented in recognition of public service;
3. Transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as now or hereafter amended;
4. A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction;
5. Campaign contributions made and reported in accordance with Georgia laws;
6. Items listed under O.C.G.A. § 16-10-2 that are specifically itemized as "a thing of value shall not include" as now or hereafter amended;
7. Promotional items generally distributed to the general public, City Officials or Employees; or
8. Food, beverage, admission or expenses afforded City Officials, members of their immediate families, or others that are associated with normal and customary business or social functions, activities, or events.

(d) *Use of public property*. City Officials shall not use City of Norcross property of any kind for other than officially approved activities, nor shall they direct a City of Norcross employee to use such property for other than official purposes.

(e) *Use of confidential information*. City Officials shall not directly make use of, or permit others to make use of, for the purpose of furthering a private interest, City of Norcross information not made available to the general public.

(f) *Coercion*. City Officials shall not use their position in any way to coerce, or give the appearance of coercing:

1. Another person to provide any benefits to themselves or to their immediate family as defined herein;

2. A City of Norcross employee, an appointed official of the City of Norcross, or a contract employee to provide any benefit to themselves or to their immediate family as defined herein; or

3. Any judge in the outcome of matters before the court.

(g) *Purchases*. City Officials shall not order any goods or services for the City of Norcross or on behalf of the City of Norcross without proper authorization in compliance with the City of Norcross Code.

(h) *Conflicts of interest*. City Officials shall not represent private interests, other than their own, in any action or proceeding against the City of Norcross or any portion of its government; or vote or otherwise actively participate in the negotiation or the making of any contract between the City of Norcross government and any business or entity in which they have a substantial interest. City Officials shall not enter into any contract with, or have any interest in, either directly or indirectly, the City except as authorized by state law.

1. This prohibition shall not be applicable to the professional activities of the City Attorney in their work as an independent contractor and legal advisor on behalf of the City.

2. This prohibition shall not be applicable to an otherwise valid employment contract between the City and a City Official who is not elected (such as, by way of example, a City Manager).

3. Any official who has a proprietary interest in an entity doing business with the City shall make that interest known in writing to the City of Norcross Elected Officials and the City Clerk.

(i) *City of Norcross employees.* City Officials shall not use a City of Norcross employee for personal or private business during regular business hours or during the employee's scheduled shift.

(j) *Travel expenses.* City Officials shall not draw per diem or expense money from City of Norcross to attend a seminar, convention, conference or similar meeting and then fail to attend the seminar, conference, convention or similar meeting without promptly reimbursing the City thereafter.

(k) *Commitments*. City Officials shall not act or create the appearance of acting on behalf of the City of Norcross by promising to authorize or prevent any future official action of any nature, without proper authorization.

(l) *False statements.* City Officials shall not make an intentionally false or materially misleading statement or in any manner commit fraud in relation to any City of Norcross or public business.

(m) *Disclosure*. City Officials shall disclose the nature of any substantial interest they have in a matter at the time such matter is presented to the City Council for discussion and/or action. Such disclosure shall be recorded into the minutes of the meeting and become part of the public record.

(n) *Deliberation and vote prohibited.* City Officials shall not participate in a City of Norcross Council appointed Board, Committee or Council meeting during the discussion, debate, deliberation or vote, or otherwise take part in the decision-making process on any agenda item, or any official act or action in which he or she has a substantial interest. Provided, however, that such officials shall not be precluded from addressing a Council appointed Board, Committee or the City Council during the discussion of any agenda item or any official act or action in the same manner as a member of the general public. Where the interest of a City Official in the subject matter of a vote or decision is remote or incidental, the City Official may participate in the vote or decision and need not disclose the interest.

(o) *Duty to leave meeting.* To avoid the appearance of impropriety, after any member of the City Council or Council appointed Board or Committee member is determined to have a substantial interest or a potential substantial interest in any matter, they shall leave their regular seat as a member of the City Council or Council appointed Board or Committee and not return to it until deliberation and action on the matter is completed. Provided, however, that such official shall not be precluded from addressing an appointed Council Board or Committee or the City Council during the discussion of any agenda item or any official act or action in the same manner as a member of the general public.

Sec. 2-307. – RECEIPT OF ETHICS ACCUSATIONS.

(a) Ethics Accusations against City Officials and Employees shall be filed in writing with the City Clerk. All Accusations shall be submitted and signed under oath, shall be legibly drawn setting forth the particular facts and circumstances which constitute the alleged violation, with any and all relevant supporting documents attached, and shall clearly address matters within the scope of this ordinance.

(b) Within ten (10) days of the receipt of an Accusation in proper form alleging a violation of this Code of Ethics, the City Clerk shall:

1. forward a copy of the Accusation to the City Official or Employee charged in the Accusation;

2. deliver a copy of the Accusation to the City Attorney, and

3. deliver a copy of the Accusation to:

   i. the Special Master appointed pursuant to Sec. 2-309(a) below if the Accusation Is against a City Official; or

   ii. The City Manager if the Accusation is against an Employee.

(c) Accusations shall be filed with the City Clerk within ninety (90) days of the date such alleged violation of this Code of Ethics occurred, or within ninety (90) days from the date the part making the Accusation knew or should have known about the alleged violation so long as such date is not more than six (6) months after the date the alleged violation occurred.

Sec. 2-308. PROCEDURE – ACCUSATIONS AGAINST EMPLOYEES.

(a) Upon receipt of an Accusation against an Employee, the City Manager or his designee shall review and process all Accusations against Employees pursuant to the discipline and grievance policies and procedures set forth in the City of Norcross Employee Handbook extant at the time of the alleged deficiency or infraction.

(b) An Employee found in violation of any provision of this Code of Ethics shall be subject to the discipline, grievance and appeal policies set forth in the City of Norcross Employee Handbook.

Sec. 2-309. PROCEDURE – ACCUSATIONS AGAINST CITY OFFICIALS.

(a) *Appointment Of Special Master*.

1. *Accusations against Appointed Officials.* The Chief Judge of Municipal Court, or, in his or her absence, this or her designee who shall be another municipal court judge, or if no municipal court judge is available, the City Attorney, is hereby appointed as the Special Master for all Accusations against Appointed City Officials. The Special Master may be removed for cause by a majority vote of the City Council. If the Special Master is removed for cause, the next most senior Municipal Court Judge or the City Attorney shall serve as Special Master.

2. *Accusations against Elected Officials.* Within ten (10) business days of the receipt of an Accusation against an Elected City Official, the Chief Magistrate of Gwinnett County and the City Attorney shall appoint a Special Master mutually agreeable to both of them to consider and hear any Accusation against an Elected City Official. Such Special Master shall be a judge, retired judge or a licensed attorney in good standing with the State Bar of Georgia with not less than ten (10) years' experience as an attorney in the State of Georgia. The Special Master shall reside outside of the City Limits of the City of Norcross, and shall swear or affirm that he or she has no interest in the outcome of the matter to be decided.

3. *Compensation of Special Master.* The Special Master shall be compensated at the same hourly rate as the City Attorney, or at such other hourly rate as may be approved by Mayor and Council.

(b) *Procedure Before Special Master.* Upon receipt of an Accusation against a City Official, the Special Master shall have the following duties and powers:

1. Review the Accusation to determine whether the Accusation is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke disciplinary action or is to be considered for further investigation.

2. Be empowered to dismiss those Accusations that are unjustified, frivolous, patently unfounded or that fail to state facts sufficient to constitute a violation of this article; provided, however, that a rejection of such Accusation by the Special Master shall not deprive the complaining party of any action he or she might otherwise have at law or in equity against the City Official.

3. Be empowered to collect evidence and information concerning any Accusation and to add to the findings and results of its investigation to the file containing such Accusation.

4. Be empowered to conduct probable cause investigations, to take evidence and hold hearings. The Special Master shall give the City Official notice and an opportunity for a hearing.

5. Be empowered to recommend to the City Council that any City Official found to have violated any provision of this article receive a reprimand, censure or be requested to resign their office.

6. Be empowered to refer an Accusation to the appropriate law enforcement agent or agency for investigation and possible prosecution.

7. The decision by the Special Master shall be reduced to writing and served upon all parties of interest within 60 days of receipt of the Accusation.

8. The Special Master shall appear in a public hearing before the City Council to present argument and evidence to justify the recommendation against a City Official contained in subparagraph 5 above and make a recommendation of the proper penalty to be imposed.

(c) *Procedure Before Mayor And Council*.

1. Within 30 days following the presentation of the findings of the Special Master against a City Official, the Mayor and City Council shall have the final authority to act on or reject the recommendations of the Special Master regarding a City Official.

2. If the subject of the Accusation is the Mayor or a member of the City Council, he or she shall be disqualified and will not be allowed to vote pursuant to this section or participate in any discussion related thereto. Nor shall such position be counted for the purpose of establishing a quorum for this particular purpose.

3. Passage of a motion on the recommendation of the Special Master shall require the affirmative vote of a majority of qualified Council members present and voting as set forth above. For the purposes of this Code of Ethics, a majority means more than one-half of the qualified Council members present excluding abstentions. Upon a tie vote, the Mayor shall vote to break the tie.

4. The Mayor and City Council shall have the final authority to act on or reject the recommendation within 30 days of the presentation by the Special Master.

(d) *Penalties For Violation By City Officials*. Upon majority vote of the City Council, any violation of this Code of Ethics shall subject the City Official to disciplinary action including reprimand, censure, or a request to the offending City Official that he or she resign their office.

(e) *City Officials' Right To Appeal.* Any City Official adversely affected by a disciplinary action taken by the City Council may appeal the decision to the Gwinnett County Superior Court in accordance with the laws of the State of Georgia. Provided, however, that no action of the Special Master refusing or failing to take action pursuant to this Code of Ethics shall be reviewable by the Superior Court.

(f) *Tolling For Elections*. To discourage the filing of ethics Accusations solely for political purposes, Accusations **will not be accepted against a person seeking election as an Elected Official, whether** currently serving as an Elected Official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing Accusations against an Elected Official will not run during this period. Properly filed Accusations will be accepted and processed after the election results have been certified."

SECTION 2.

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

SECTION 3.

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 4.

The provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Norcross, Georgia and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5.

This ordinance shall become effective upon the passage and adoption by the Mayor and City Council of the City of Norcross.

THERFORE BE IT RESOLVED, that the Mayor and Council of the City of Norcross do hereby ordain, resolve and enact the foregoing Ordinance to amend the City Charter of the City of Norcross as set forth above.

Adopted this ______ day of ______________________, 2019.

APPROVED:

NORCROSS CITY COUNCIL
BY:

____
Craig Newton, Mayor

ATTEST:

____
Monique Lang, City Clerk

City of Norcross

Legislation Details (With Details)

File #:	23-6703	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Other Postemployment Benefits (OPEB)		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Other Postemployment Benefits (OPEB) contribution to the irrevocable trust managed by the Georgia Municipal Association
2. Current Actuarial Report

Title
Other Postemployment Benefits (OPEB)

Drafter
Eric Johnson

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: March 20, 2023, Policy Work Session

Item No.: 23-6703

Title: Other Postemployment Benefits (OPEB) contribution to the irrevocable trust managed by the Georgia Municipal Association (GMA).

Recommendation – Appropriate a $1 million drawdown of the $8.95 million unassigned fund balance in the General Fund to facilitate a $1 million contribution to the City's Other Postemployment Benefits (OPEB) irrevocable trust fund established through GMA.

Background – OPEB reflects the City's obligation for the cost of health insurance for employees and their dependents on retiring from the City. Employees who are eligible to retire at an age under 65 participate in the same health care plan as current employees. Those 65 and over participate in a Medicare Supplement plan paid by the City. Eligible dependents of retirees – largely, spouses – participate in a plan based on their age. Under accounting requirements, an annual actuarial study is completed.[1]

The actuarially determined liability shrank from $17.6 million on August 31, 2020 to $16.7 on August 31, 2021. This actuarial analysis is always a year behind the analysis for the City's pension plan, so it does not reflect actions taken within the past year. Factors impacting the reduction in the liability included health plan changes the City made that increased the deductible, out-of-pocket maximum, and copays for the non-Medicare plan that retirees under 65 can access. The City has taken actions that will further reduce the liability in future reporting periods. Specifically, the City began phasing in retiree contributions with the target that retirees will eventually contribute 25% of the cost and 50% of the cost for their dependent(s),[2] ended new employee

[1] Governmental Accounting Standards Board (GASB) Statement 75 Actuarial Valuation and Review of Other Postemployment Benefits (OPEB).
[2] The "cost" described is the average cost to the City for insurance.

eligibility for this benefit, and deposited $1 million into an irrevocable trust managed by GMA for this liability.

While the liability is calculated based on projected cost increases that are re-evaluated annually, those calculated future costs are discounted to current dollars. In the absence of a demonstrated commitment to funding the liability through a trust fund with significant reserves, the discount rate required under GASB Statement No. 75 was 2.14% for this analysis.[3] By contrast, the funding of the City's pension plan through GMA uses a discount rate of 7.375% based on the City's considerable investment and long-term investment performance. The City has historically funded this liability only by paying the current year's cost for current retirees -- $197,127 in FY 22. In the absence of added funding, the annual contribution will increase as additional, eligible employees enter retirement – even with the changes reflected above. The most recent actuarial report showed 24 retirees or dependents currently receiving benefits while there were another 110 active members (employees eligible on July 1, 2021, to obtain this future benefit).

The $1 million investment in FY 22 reflected the first payment more than current costs. Making additional annual contributions to the irrevocable trust will accomplish several objectives:

1. To further buy down a liability that will, over time, be associated with a diminishing number of existing employees hired before this benefit was eliminated for new hires;
2. To earn a relatively high rate of return on those contributions through GMA that can be applied to costs in future years, and
3. To further reduce the reported liability. The actuary can use a higher, "blended" discount rate that partly factors in the GMA long-term earnings rate once it is evident that the City is making continuing contributions to offset this liability.
4. To facilitate using the trust fund reserves in future years to reduce the impact of retiree health costs on annual budgets when those costs would otherwise be burdensome – particularly when those costs relate to a benefit no longer available to most existing employees.

A second $1 million contribution to the trust fund is meaningful. Subsequent contributions could be made based on an annual assessment of the City's unassigned fund balance.

Alternately, while the liability will decline based on actions taken over the past year, the annual contribution for current retiree's health insurance costs will rise and there will be insufficient funds in the trust to measurably reduce those annual costs.

Financial Impact – A $1 million reduction in the unassigned fund balance of $8.95 million as of the end of FY 22 (August 31, 2022).

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

Next Steps – Funds will be transferred to the OPEB trust fund managed for the City of Norcross by GMA.

Attachments – Current actuarial report.

Update – NA.

---

[3] The discount rate is the Bond Buyer 20-Bond GO Index. On August 31, 2021, it was 2.14%.

City of Norcross OPEB Plan

Governmental Accounting Standards Board (GASB) Statement 75 Actuarial Valuation and Review of Other Postemployment Benefits (OPEB)

Measured at August 31, 2021 for August 31, 2022 Reporting

GEORGIA MUNICIPAL ASSOCIATION

The Burgess Building
201 Pryor Street, SW
Atlanta, GA 30303-3606
404-688-0472
Toll-Free within Georgia:
1-888-488-4462

Segal

Segal

2727 Paces Ferry Road SE, Building One Suite 1400
Atlanta, GA 30339-4053
segalco.com
T 678.306.3100

February 27, 2023

City of Norcross
Norcross, GA

Dear GMA Member:

We are pleased to submit this Actuarial Valuation and Review of Other Postemployment Benefits (OPEB) for the City of Norcross measured as of August 31, 2021, for reporting as of August 31, 2022 under Governmental Accounting Standards Board Statement No. 75. The report summarizes the actuarial data used in the valuation, discloses the Net OPEB Liability (NOL), and analyzes the preceding year's experience. The City currently funds this Plan on a pay-as-you-go basis. This report was based on the census data provided by the City and GMEBS, and the terms of the Plan. The actuarial calculations were completed under the supervision of Robert Burrell, ASA, MAAA, EA, Vice President, and Consulting Actuary. The healthcare cost assumptions were developed under the supervision of Peter Wang, PhD, FCA, ASA, MAAA, Associate Actuary.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; and changes in plan provisions or applicable law.

The actuarial valuation has been completed in accordance with generally accepted actuarial principles and practices. To the best of our knowledge, the information supplied in this actuarial valuation is complete and accurate. Further, in our opinion, the assumptions used in this valuation and described in Section 3, Exhibit II are reasonably related to the experience of and the expectations for the Plan. The actuarial projections are based on these assumptions and the plan of benefits as summarized in Section 3, Exhibit III.

Sincerely,

Segal

Robert Burrell, ASA, MAAA, EA
Vice President and Consulting Actuary

Table of Contents

Actuarial Valuation Summary

Purpose and basis

This report presents the results of our actuarial valuation of the City of Norcross' (the "City", the "Employer") OPEB plan as of August 31, 2021, as required by Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions.* The actuarial computations made are for purposes of fulfilling plan accounting requirements. Determinations for purposes other than meeting financial accounting requirements may be significantly different from the results reported here. This valuation is based on:

- The benefit provisions of the Plan, as administered by GMA;
- The characteristics of covered active members, retired members and beneficiaries as of July 1, 2021, provided by the City;
- Economic assumptions regarding future salary increases;
- Health care assumptions regarding per capita costs, trend rates and participation; and
- Other actuarial assumptions, regarding employee terminations, retirement, death, etc.

Section 1: Actuarial Valuation Summary

Highlights of the valuation

Accounting and Financial Reporting

1. For GASB 75 reporting as of August 31, 2022, the Net OPEB Liability (NOL) was measured as of August 31, 2021. Consistent with the provisions of GASB 75, the assets and liabilities measured as of August 31, 2021 are not adjusted or rolled forward to the August 31, 2022 reporting date.
2. The NOL as of August 31, 2021 is $16,698,095, a decrease of $878,033, from the prior valuation NOL of $17,576,128. The NOL had been expected to increase to $18,788,064, due to normal operations. The difference between actual and expected unfunded actuarial accrued liabilities was the net effect of several factors:
   a. An actuarial experience gain *decreased* the NOL by $1,596,260. This was the net result of gains and losses due to demographic changes and actual 2021 contributions and benefit payments that were different from expected. We have taken these actuarial gains and losses into account in reviewing our assumptions for the current valuation.
   b. Valuation assumption changes *decreased* the NOL by $382,992. This was a net result of (1) *a decrease* in obligations due to updating the valuation-year per capita health costs and the future trend associated with such costs, which was partially offset by (2) *an increase* in obligations due to lowering the applicable discount rate from 2.20% to 2.14%.
   c. Plan changes decreased the NOL by $110,717. This was the result of increasing the deductible, OOP maximum, and copays for prescription drugs on the non-Medicare plan.
3. The Annual OPEB Expense decreased to $1,888,991 for the year ending August 31, 2021. The expense was $2,161,094 last year.

Funding (pay-as-you-go)

4. The City funds OPEB benefits on a pay-as-you-go basis. This resulted in a contribution toward OPEB benefits of $197,127 or 3.68% of payroll in the year ended August 31, 2021. Under GASB Statement No 75, if the City were to begin funding OPEB benefits, it would be able to take advantage of a higher discount rate than what is being currently used.

Section 1: Actuarial Valuation Summary

Summary of key valuation results

Reporting Date for Employer under GASB 75		**August 31, 2022**	**August 31, 2021**
Measurement Date		**August 31, 2021**	**August 31, 2020**
Disclosure elements for fiscal year ending August 31:	• Total OPEB Liability	$16,698,095	$17,576,128
	• Plan Fiduciary Net Position (Assets)	- -	- -
	• Net OPEB Liability	16,698,095	17,576,128
	• Plan Fiduciary Net Position as a percentage of Total OPEB Liability	0.00%	0.00%
	• OPEB Expense	1,888,991	2,161,094
	• Service Cost at Beginning of Year	1,002,490	829,278
	• Total Payroll	5,359,495	5,985,594
Schedule of contributions for fiscal year ending August 31:	• Actual contributions	$197,127	$365,856
	• Benefit Payments	197,127	365,856

Important information about actuarial valuations

An actuarial valuation is a budgeting tool with respect to defining future uncertain obligations of a postretirement health plan. As such, it will never forecast the precise future stream of benefit payments. It is an estimated forecast – the actual cost of the plan will be determined by the benefits and expenses paid, not by the actuarial valuation.

In order to prepare a valuation, Segal relies on a number of input items. These include:

Plan of benefits	Plan provisions define the rules that will be used to determine benefit payments, and those rules, or the interpretation of them, may change over time. Even where they appear precise, outside factors may change how they operate. For example, a plan may provide health benefits to post-65 retirees that coordinates with Medicare. If so, changes in the Medicare law or administration may change the plan's costs without any change in the terms of the plan itself. It is important for the City to keep Segal informed with respect to plan provisions and administrative procedures, and to review the plan summary included in our report to confirm that Segal has correctly interpreted the plan of benefits.
Participant data	An actuarial valuation for a plan is based on data provided to the actuary by the plan. Segal does not audit such data for completeness or accuracy, other than reviewing it for obvious inconsistencies compared to prior data and other information that appears unreasonable. It is not necessary to have perfect data for an actuarial valuation: the valuation is an estimated forecast, not a prediction. The uncertainties in other factors are such that even perfect data does not produce a "perfect" result. Notwithstanding the above, it is important for Segal to receive the best possible data and to be informed about any known incomplete or inaccurate data.
Assets	There are no plan assets.
Actuarial assumptions	In preparing an actuarial valuation, Segal starts by developing a forecast of the benefits to be paid to existing plan participants for the rest of their lives and the lives of their beneficiaries. To determine the future costs of benefits, Segal collects claims, premiums, and enrollment data in order to establish a baseline cost for the valuation measurement, and then develops short- and long-term health care cost trend rates to project increases in costs in future years. This forecast also requires actuarial assumptions as to the probability of death, disability, withdrawal, and retirement of each participant for each year, as well as forecasts of the plan's benefits for each of those events. The forecasted benefits are then discounted to a present value, typically based on an estimate of the rate of return that will be achieved on the plan's assets or, if there are no assets, a rate of return based on a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale). All of these factors are uncertain and unknowable. Thus, there will be a range of reasonable assumptions, and the results may vary materially based on which assumptions the actuary selects within that range. That is, there is no right answer (except with hindsight). It is important for any user of an actuarial valuation to understand and accept this constraint. The actuarial model necessarily uses approximations and estimates that may lead to significant changes in our results but will have no impact on the actual cost of the plan. In addition, the actuarial assumptions may change over time, and while this can have a significant impact on the reported results, it does not mean that the previous assumptions or results were unreasonable or wrong.

Section 1: Actuarial Valuation Summary

Models	Segal accounting results are based on proprietary actuarial modeling software. The accounting valuation models generate a comprehensive set of liability and cost calculations that are presented to meet accounting standards and client requirements. Our Actuarial Technology and Systems unit, comprising both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible actuaries. Our claims costs assumptions are based on proprietary modeling software as well as models that were developed by others. These models generate per capita claims cost calculations that are used in our valuation software. Our Health Technical Services Unit, comprised of actuaries and programmers, is responsible for the initial development and maintenance of our health models. They are also responsible for testing models that we purchase from other vendors for reasonableness. The client team inputs the paid claims, enrollments, plan provisions and assumptions into these models and reviews the results for reasonableness, under the supervision of the responsible actuary.

Section 1: Actuarial Valuation Summary

The user of Segal's actuarial valuation (or other actuarial calculations) should keep the following in mind:

The actuarial valuation is prepared for use by the City's Finance Department. It includes information for compliance with accounting standards and for the plan's auditor. Segal is not responsible for the use or misuse of its report, particularly by any other party.
If the City is aware of any event or trend that was not considered in this valuation that may materially change the results of the valuation, Segal should be advised, so that we can evaluate it.
An actuarial valuation is a measurement at a specific date – it is not a prediction of a plan's future financial condition. Accordingly, Segal did not perform an analysis of the potential range of financial measurements, except where otherwise noted. The actual long-term cost of the plan will be determined by the actual benefits and expenses paid and the actual investment experience of the plan.
Sections of this report include actuarial results that are not rounded, but that does not imply precision.
Critical events for a plan include, but are not limited to, decisions about changes in benefits and contributions. The basis for such decisions needs to consider many factors such as the risk of changes in plan enrollment, emerging claims experience and health care trend, not just the current valuation results.
Segal does not provide investment, legal, accounting, or tax advice. Segal's valuation is based on our understanding of applicable guidance in these areas and of the plan's provisions, but they may be subject to alternative interpretations. The City should look to their other advisors for expertise in these areas.
While Segal maintains extensive quality assurance procedures, an actuarial valuation involves complex computer models and numerous inputs. In the event that an inaccuracy is discovered after presentation of Segal's valuation, Segal may revise that valuation or make an appropriate adjustment in the next valuation.
Segal's report shall be deemed to be final and accepted by the City upon delivery and review. The City should notify Segal immediately of any questions or concerns about the final content.

As Segal has no discretionary authority with respect to the management or assets of the Plan, it is not a fiduciary in its capacity as actuaries and consultants with respect to the Plan.

Section 1: Actuarial Valuation Summary

Actuarial Certification ***February 27, 2023***

This is to certify that Segal has conducted an actuarial valuation of certain benefit obligations of the City of Norcross' OPEB Plan's other postemployment benefit programs as of August 31, 2021, in accordance with generally accepted actuarial principles and practices. The actuarial calculations presented in this report have been made on a basis consistent with our understanding of GASB Statement 75 for the determination of the liability for postemployment benefits other than pensions.

The actuarial valuation is based on the plan of benefits verified by the Employer and reliance on participant, premium, claims and expense data provided by the Employer or from vendors employed by the Employer. Segal does not audit the data provided. The accuracy and comprehensiveness of the data is the responsibility of those supplying the data. Segal, however, does review the data for reasonableness and consistency.

The actuarial computations made are for purposes of fulfilling plan accounting requirements. Determinations for purposes other than meeting financial accounting requirements may be significantly different from the results reported here. Accordingly, additional determinations may be needed for other purposes, such as judging benefit security at termination of the plan or determining short-term cash flow requirements.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: retiree group benefits program experience or rates of return on assets differing from that anticipated by the assumptions; changes in assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in retiree group benefits program provisions or applicable law. Retiree group benefits models necessarily rely on the use of approximations and estimates and are sensitive to changes in these approximations and estimates. Small variations in these approximations and estimates may lead to significant changes in actuarial measurements. The scope of the assignment did not include performing an analysis of the potential change of such future measurements except where noted.

To the best of our knowledge, this report is complete and accurate and, in our opinion, presents the information necessary to comply with GASB Statement 75 with respect to the benefit obligations addressed. The signing actuaries are members of the Society of Actuaries, the American Academy of Actuaries, and other professional actuarial organizations and collectively meet the "General Qualification Standards for Statements of Actuarial Opinions" to render the actuarial opinion contained herein.

Robert Burrell, ASA, MAAA, EA	Peter Wang, PhD, FCA, ASA, MAAA
Vice President and Consulting Actuary	Associate Actuary
Certifying Liability Calculations	Certifying Claims and Medical Trend Calculations

GASB 75 Information

General information about the OPEB plan

Plan Description

Plan administration. The City of Norcross Other Postemployment Benefits Plan (the “OPEB Plan”) is a defined benefit postretirement health care plan. The OPEB Plan is administered through the Georgia Municipal Employees Benefit System (GMEBS), an agent-multiple-employer OPEB Plan administered by the Georgia Municipal Association (GMA).

Plan membership. At July 1, 2021, City plan membership consisted of the following:

Retired members or beneficiaries currently receiving benefits	24
Vested terminated members entitled to but not yet receiving benefits	- -
Active members	110
Total	134

Benefits provided. The City has the authority to establish and amend the OPEB Plan. The City provides medical, prescription drug and dental benefits to retirees. Retirees’ spouses are eligible for the same benefits as the retiree. Employees hired prior to 1999 become eligible for those benefits if they retire on or after the age 62 (55 for Public Safety employees) with 20 completed years of service or after the age of 65 with 5 completed years of service. Employees hired after 1998, but before 2018, become eligible for benefits if they retire on or after the age 62 with 10 years of service (55 and 20 years of service for Public Safety employees). Employees hired in or after 2018, who are permanent full-time career employees, and who have been employed a minimum of 20 full-time continuous years with the City and have attained their 62nd birthday (55th birthday for Public Safety) while employed full time by the City, become eligible to purchase single coverage medical insurance under the then current City medical insurance plan.

City Contributions. The City has not elected to advance fund the OPEB Plan, but rather maintains the OPEB Plan on a “pay-as-you-go” basis, in that claims are paid as they arise, rather than establishing an irrevocable trust to accumulate restricted funds.

Section 2: GASB 75 Information

Net OPEB liability

Reporting Date for Employer under GASB 75	August 31, 2022	August 31, 2021
Measurement Date	August 31, 2021	August 31, 2021
Components of the Net OPEB Liability		
Total OPEB Liability	$16,698,095	$17,576,128
Plan Fiduciary Net Position	- -	- -
Net OPEB Liability	16,698,095	17,576,128
Plan Fiduciary Net Position as a percentage of the Total OPEB Liability	0.00%	0.00%

The Net OPEB Liability was measured as of August 31, 2021 and August 31, 2020. Total OPEB Liability was determined from actuarial valuations using data as of July 1, 2021 and July 1, 2019, respectively.

Actuarial assumptions. The Total OPEB Liability was measured as of August 31, 2021 using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.25%
Salary increases	2.25% plus service based merit increases
Discount rate	2.14%
Healthcare cost trend rates	
Medical	7.00% trended down to 4.50% by 2031
Prescription drug	7.00% trended down to 4.50% by 2031
Dental	4.00%
Mortality rates	Sex-Distinct Pri-2012 (head-count weighted) Tables with adjustments and mortality improvement from 2012

The actuarial assumptions were based on the results of an actuarial experience study for the period January 1, 2015 through June 30, 2019 conducted by Segal in November and December of 2019. Detailed information regarding all actuarial assumptions can be found in Exhibit II.

Determination of discount rate

Since the City funds this Plan on a pay-as-you-go basis, GASB requires the discount rate to be based on a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalently quality on another rating scale). To comply with this requirement, the discount rate is based on an index of 20-year, tax-exempt general obligation bonds. Specifically, the chosen rate is 2.14%, the Bond Buyer 20-Bond GO Index rate published closest to, but not later than, the measurement date of August 31, 2021.

Sensitivity

The following presents the NOL of the City as well as what the City's NOL would be if it were calculated using a discount rate that is 1-percentage-point lower (1.14%) or 1-percentage-point higher (3.14%) than the current rate. Also, shown is the NOL as if it were calculated using healthcare cost trend rates that were 1-percentage-point lower or 1-percentage-point higher than the current healthcare trend rates.

	1% Decrease (1.14%)	Current Discount Rate (2.14%)	1% Increase (3.14%)
Net OPEB Liability (Asset)	$20,115,928	$16,698,095	$14,009,244
	1% Decrease in Health Care Cost Trend Rates	**Current Health Care Cost Trend Rates**	**1% Increase in Health Care Cost Trend Rates**
Net OPEB Liability (Asset)	$13,759,898	$16,698,095	$20,524,700

Section 2: GASB 75 Information

Schedule of changes in Net OPEB Liability – Last two fiscal years

Reporting Date for Employer under GASB 75	August 31, 2022	August 31, 2021
Measurement Date	**August 31, 2021**	**August 31, 2020**
Total OPEB Liability		
Service cost	$1,002,490	$829,278
Interest	406,573	458,421
Change of benefit terms	-110,717	- -
Differences between expected and actual experience	-1,596,260	51,640
Changes of assumptions	-382,992	1,815,279
Benefit payments, including refunds of member contributions	-197,127	-365,856
Net change in Total OPEB Liability	-$878,033	$2,788,762
Total OPEB Liability – beginning	17,576,128	14,787,366
Total OPEB Liability – ending	$16,698,095	$17,576,128
Plan Fiduciary Net Position		
Contributions – employer	$197,127	$365,856
Contributions – employee	- -	- -
Net investment income	- -	- -
Benefit payments, including refunds of member contributions	-197,127	-365,856
Administrative expense	- -	- -
Other	- -	- -
Net change in Plan Fiduciary Net Position	- -	- -
Plan Fiduciary Net Position – beginning	- -	- -
Plan Fiduciary Net Position – ending	- -	- -
Net OPEB Liability – ending	$16,698,095	$17,576,128
Plan Fiduciary Net Position as a percentage of the Total OPEB Liability	0.00%	0.00%
Covered payroll[1]	$5,359,495	$5,985,594
Plan Net OPEB Liability as percentage of covered payroll	311.56%	293.64%

[1] Covered payroll represents compensation earnable for those employees who are currently eligible or could become eligible to receive benefits from this Plan.

Section 2: GASB 75 Information

Notes to Schedule:

Benefit changes:

For 2022 Reporting:

- Deductibles for buy-up plan increased from $1,000 / $2,000 for individual / family to $1,500 / $3,000.
- OOP Maximum increased from $6,350 / $12,700 to $6,500 / $13,000.
- Copays for prescription drugs increased from $5 / $25 / $50 for generic / formulary brand / non-formulary brand to $10 / $35 / $70.

For 2021 Reporting:

- None

Changes of assumptions:

For 2022 Reporting:

- Per capita health costs and trend rates were updated to reflect the most recent claims experience and future expectations.
- The discount rate from the Bond Buyer 20-Bond GO Index for August 31, 2021 was 2.14%. For August 31, 2020 it was 2.20%.

For 2021 Reporting:

- The impact of the ACA excise tax was removed as it was repealed in December 2019.
- The discount rate from the Bond Buyer 20-Bond GO Index for August 31, 2020 was 2.20%. For August 31, 2019 it was 2.97%.

Section 2: GASB 75 Information

Deferred outflows of resources and deferred inflows of resources

Reporting Date for Employer under GASB 75	**August 31, 2022**	**August 31, 2021**
Measurement Date	**August 31, 2021**	**August 31, 2020**
Deferred Outflows of Resources		
Changes of assumptions or other inputs	$3,311,410	$4,074,431
Net difference between projected and actual earnings on OPEB plan investments	0	0
Difference between expected and actual experience in the Total OPEB Liability	1,669,085	2,084,512
Total Deferred Outflows of Resources	$4,980,495	$6,158,943
Deferred Inflows of Resources		
Changes of assumptions or other inputs	$678,506	$610,511
Net difference between projected and actual earnings on OPEB plan investments	0	0
Difference between expected and actual experience in the Total OPEB Liability	1,452,479	129,025
Total Deferred Inflows of Resources	$2,130,985	$739,536
Deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as follows:		
Reporting Date for Employer under GASB 75 Year Ended August 31:		
2022	N/A	$873,397
2023	$590,647	873,397
2024	766,264	1,049,014
2025	895,698	1,178,448
2026	895,698	1,178,448
2027	-16,047	266,703
Thereafter	-282,750	0

The average of the expected service lives of all employees is determined by:

- Calculating each active employee's expected remaining service life as the present value of $1 per year of future service at zero percent interest.
- Setting the remaining service life to zero for each nonactive or retired member.
- Dividing the sum of the above amounts by the total number of active employee, nonactive and retired members.

Schedule of recognition of change in total Net OPEB Liability

Increase (Decrease) in OPEB Expense Arising from the Recognition of the Effects of Differences between Expected and Actual Experience on Total OPEB Liability

Reporting Date for Employer under GASB 75 Year Ended August 31	Differences between Expected and Actual Experience	Recognition Period (Years)	2021	2022	2023	2024	2025	2026	2027	Thereafter
2018	-$31,671	6	-$5,279	-$5,279	-$5,279	$0	$0	$0	$0	$0
2019	-236,936	6	-39,489	-39,489	-39,489	-39,489	0	0	0	0
2020	2,856,353	7	408,050	408,050	408,050	408,050	408,050	408,050	0	0
2021	51,640	7	7,378	7,377	7,377	7,377	7,377	7,377	7,377	0
2022	-1,596,260	7	N/A	-228,038	-228,037	-228,037	-228,037	-228,037	-228,037	-228,037
Net increase (decrease) in OPEB expense			N/A	$142,621	$142,622	$147,901	$187,390	$187,390	-$220,660	-$228,037

Section 2: GASB 75 Information

Increase (Decrease) in OPEB Expense Arising from the Recognition of the Effects of Assumption Changes

Reporting Date for Employer under GASB 75 Year Ended August 31	Assumption Changes	Recognition Period (Years)	2021	2022	2023	2024	2025	2026	2027	Thereafter
2018	-$1,022,025	6	-$170,338	-$170,338	-$170,338	$0	$0	$0	$0	$0
2019	-539,668	6	-89,945	-89,945	-89,945	-89,945	0	0	0	0
2020	3,525,864	7	503,695	503,695	503,695	503,695	503,695	503,695	0	0
2021	1,815,279	7	259,323	259,326	259,326	259,326	259,326	259,326	259,326	0
2022	-382,992	7	N/A	-54,714	-54,713	-54,713	-54,713	-54,713	-54,713	-54,713
Net increase (decrease) in OPEB expense			N/A	$448,024	$448,025	$618,363	$708,308	$708,308	$204,613	-$54,713

Section 2: GASB 75 Information

Total Increase (Decrease) in OPEB Expense

Reporting Date for Employer under GASB 75 Year Ended August 31	Total Increase (Decrease) in OPEB Expense	2021	2022	2023	2024	2025	2026	2027	Thereafter
2018	-$1,053,696	-$175,617	-$175,617	-$175,617	$0	$0	$0	$0	$0
2019	-776,604	-129,434	-129,434	-129,434	-129,434	0	0	0	0
2020	6,382,217	911,745	911,745	911,745	911,745	911,745	911,745	0	0
2021	1,866,919	266,701	266,703	266,703	266,703	266,703	266,703	266,703	0
2022	-1,979,252	N/A	-282,752	-282,750	-282,750	-282,750	-282,750	-282,750	-282,750
Net increase (decrease) in OPEB expense		N/A	$590,645	$590,647	$766,264	$895,698	$895,698	-$16,047	-$282,750

Section 2: GASB 75 Information

OPEB expense

Reporting Date for Employer under GASB 75	August 31, 2022	August 31, 2021
Measurement Date	**August 31, 2021**	**August 31, 2020**
Components of OPEB Expense		
Service cost	$1,002,490	$829,278
Interest on the Total OPEB Liability	406,573	458,421
Current-period benefit changes	-110,717	- -
Expensed portion of current-period difference between expected and actual experience in the Total OPEB Liability	-228,038	7,378
Expensed portion of current-period changes of assumptions or other inputs	-54,714	259,323
Member contributions	- -	- -
Projected earnings on plan investments	- -	- -
Expensed portion of current-period differences between actual and projected earnings on plan investments	- -	- -
Administrative expense	- -	- -
Other	- -	- -
Recognition of beginning of year deferred outflows of resources as OPEB expense	1,178,448	911,745
Recognition of beginning of year deferred inflows of resources as OPEB expense	-305,051	-305,051
OPEB Expense	**$1,888,991**	**$2,161,094**

Attachment: Current Actuarial Report (23-6703 : Other Postemployment Benefits (OPEB))

Schedule of reconciliation of Net OPEB Liability

Reporting Date for Employer under GASB 75	August 31, 2022	August 31, 2021
Measurement Date	**August 31, 2021**	**August 31, 2020**
Beginning Net OPEB Liability	$17,576,128	$14,787,366
OPEB expense	1,888,991	2,161,094
Employer contributions	-197,127	-365,856
New net deferred inflows/outflows	-1,696,500	1,600,218
Recognition of prior deferred inflows/outflows	-873,397	-606,694
Ending Net OPEB Liability	$16,698,095	$17,576,128

Supporting Information

Exhibit I: Summary of Participant Data

	As of July 1, 2021
Retired members or beneficiaries currently receiving benefits	24
Vested terminated members entitled to but not yet receiving benefits	0
Active members	110
Total	134

Exhibit II: Actuarial Assumptions and Actuarial Cost Method

Data:	Detailed census data, premium data and/or claim experience, and summary plan descriptions for OPEB were provided by the employer and GMEBS.
Actuarial Cost Method:	Entry Age Level Percent of Pay
Asset Valuation Method:	Market Value
Reporting Date:	August 31, 2022
Measurement Date:	August 31, 2021
Actuarial Valuation Date:	July 1, 2021
Discount Rate:	2.14% as of August 31, 2021
Salary Increases:	3.00% to 8.50%, including inflation of 2.25%
Basis for Demographic Assumptions:	The demographic assumptions used in this valuation (including mortality, disability, turnover, retirement, percent married and relative ages of spouses) were approved by the GMEBS Board in December 2019 based on the results of an actuarial experience study for the period January 1, 2015 through June 30, 2019 conducted by Segal in November and December of 2019. The remaining demographic assumptions, such as enrollment elections, were based on the experience of the Plan and professional judgment.
Mortality Rates:	
Healthy retirees and beneficiaries	Sex-distinct Pri-2012 head-count weighted Healthy Retiree Mortality Table with rates multiplied by 1.25
Disabled participants	Sex-distinct Pri-2012 head-count weighted Disabled Retiree Mortality Table with rates multiplied by 1.25
Active participants	Sex-distinct Pri-2012 head-count weighted Employee Mortality Table
	The mortality tables are adjusted from 2012 to future years with sex-distinct generational projection using 60% of the improvement rates used for the intermediate (alternative II) assumptions for projections in the 2019 OASDI Trustees Report.

Section 3: Supporting Information

Disability Rates before Retirement:

Disability Rates before Retirement

Age	Male Disability (Rates %)	Female Disability (Rates %)
20	0.03	0.02
25	0.03	0.03
30	0.03	0.03
35	0.03	0.03
40	0.07	0.04
45	0.11	0.06
50	0.17	0.09
55	0.25	0.18
60	0.33	0.28

Termination Rates before Retirement:

Turnover Rates

Years of Service	Rate (%)	Years of Service	Rate (%)	Years of Service	Rate (%)
0 but less than 1	26.5	6 but less than 7	10.5	12 but less than 13	5.7
1 but less than 2	20.5	7 but less than 8	9.5	13 but less than 14	5.3
2 but less than 3	18.5	8 but less than 9	8.5	14 but less than 15	4.9
3 but less than 4	16.5	9 but less than 10	7.5	15 or more years	4.5
4 but less than 5	14.5	10 but less than 11	6.5		
5 but less than 6	12.5	11 but less than 12	6.1		

Rates end upon eligibility for retirement.

Section 3: Supporting Information

Actives' Retirement Rates:

The table below is based on a given participant's age when they first become eligible for regular or alternative normal retirement. Rates do not apply if the participant is not eligible for either early or normal retirement.

Age	NRA attained before 60	NRA attained between 60 and 64	NRA attained after 64
Under 55	3% /10%[1]	3%	0%
55-59	3% /10%[1]	3%	5%
60	20%	3% /10%[2]	7%
61	25%	10%	7%
62	35%	10%	20%
63	40%	10%	10%
64	45%	10%	10%
65	50%	35%	35%
66-71	25%	25%	25%
72 & over	100%	100%	100%

The rates are adjusted in the year the participant achieves NRA. If the NRA is under 60, the adjustment is +10%, if the NRA is 60 or 61, the adjustment is +20%, if the NRA is 62, 63 or 64, the adjustment is +30%, and if the NRA is 65 or over, there is no adjustment.

[1] *3% prior to normal retirement eligibility, but 10% plus adjustment after normal retirement eligibility*

[2] *3% if NRA is between 62 and 64, but 10% plus adjustment if NRA is 60 or 61*

Unknown Data for Participants:

A missing census item for a given participant was assumed to equal the average value of that item over all other participants of the same status for whom the item is known.

Section 3: Supporting Information

Participation and Coverage Election:	For retirements before age 65, 90% of employees eligible to retire and receive subsidized postretirement welfare coverage were assumed to elect medical and prescription drug coverage. For retirements at or after age 65, 100% of employees eligible to retire and receive subsidized postretirement welfare coverage were assumed to elect medical and prescription drug coverage. 100% of employees were assumed to elect dental coverage.
Dependents:	Demographic data was available for spouses of current retirees. For future retirees, husbands were assumed to be three years older than their wives. 90% of future retirees who elect to continue their health coverage at retirement are assumed to have an eligible spouse who also opts for health coverage at that time.
Per Capita Cost Development:	
Medical and Prescription Drugs	Per capita costs were based on the premiums effective on September 1, 2020 for non-Medicare retirees and January 1, 2021 for Medicare retirees. Actuarial factors were applied to the weighted average premium rate to estimate individual retiree and spouse costs by age and gender.
Dental	Per capita dental costs were based on the dental premium rate adjusted for the demographic makeup of the retiree group.
Administrative Expenses	Administrative expenses are assumed to be included in the premium rates used to calculate the per capita costs.
Per Capita Health Costs:	Combined medical and prescription drug claim costs for the year beginning July 1, 2021, including assumed expense, are shown in the table below for retirees and for spouses at selected ages. These costs are net of deductibles and other benefit plan cost sharing provisions.

	Medical and Prescription Drug			
	Retiree		Spouse	
Age	Male	Female	Male	Female
50	$11,910	$13,566	$8,319	$10,892
55	14,144	14,603	11,132	12,608
60	16,797	15,740	14,902	14,623
64	19,271	16,698	18,812	16,458
65	5,241	4,455	5,241	4,455
70	6,074	4,801	6,074	4,801
75	6,546	5,168	6,546	5,168

The annual per capita dental claims cost for the year beginning July 1, 2021 was assumed to be $721 increasing 4% per year.

Section 3: Supporting Information

Health Care Cost Trend Rates:	Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. The rates shown below are "net" and are applied to the net per capita costs shown on the prior page. The trend shown for a particular plan year is the rate that must be applied to that year's cost to yield the next year's projected cost.

Year Ending June 30,	Medical & Drug Rate (%)
2022	7.00
2023	6.75
2024	6.50
2025	6.25
2026	6.00
2027	5.75
2028	5.50
2029	5.25
2030	5.00
2031	4.75
2032 & later	4.50

The trend rate assumptions were developed using Segal's internal guidelines, which are established each year using data sources such as the 2023 Segal Health Trend Survey, internal client results, trends from other published surveys prepared by the S&P Dow Jones Indices, consulting firms and brokers, and CPI statistics published by the Bureau of Labor Statistics.

Medicare Part D Subsidy Assumption:	GASB guidelines prohibit the offset of OPEB obligations by the future value of Medicare Part D subsidies. Therefore, these calculations do not include an estimate for retiree prescription drug plan federal subsidies that the Plan may be eligible to receive for plan years beginning in 2006.
Retiree Contribution Increase Rate:	Retiree contributions are assumed to grow at the health care cost trend rates.
Plan Design:	Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.

Section 3: Supporting Information

Assumption Changes:	• Per capita health costs and trend rates were updated to reflect the most recent claims experience and future expectations. • The discount rate from the Bond Buyer 20-Bond GO Index for August 31, 2021 was 2.14%. For August 31, 2020 it was 2.20%.

Exhibit III: Summary of Plan

This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

Eligibility: Eligibility for medical, prescription drug and dental benefits is as follows:

Hire Date	Public Safety	General Employees
Before 1999	Earliest of: Age 55 with 20 Years of Service and Age 65 with 5 Years of Service	Earlier of: Age 62 with 20 Years of Service and Age 65 with 5 Years of Service
1999 to 2017	Age 55 with 20 Years of Service	Age 62 with 10 Years of Service
After 2017	Age 55 with 20 Years of Service	Age 62 with 20 Years of Service

Benefit Types: Medical, Prescription Drug, and Dental

Duration of Coverage: Lifetime

Dependent Benefits: Medical, Prescription Drug, and Dental

Dependent Coverage: Lifetime. Surviving spouses also covered for life for employees hired prior to 2018.

Retiree Contributions: Retiree and spouse contribution rates are set by the City. The monthly contributions for medical and dental coverage are shown in the table below:

	Medical		
	Hired before 1999	Hired 1999 to 2017	Hired after 2017
Retiree only w/o Medicare	$150.00	$150.00	$200.00
Retiree + Spouse w/o Medicare	$200.00	$200.00	N/A
Retiree only with Medicare	$0.00	$0.00	$0.00
Retiree + Spouse with Medicare	$25.00	$25.00	N/A
		Dental	
Retiree	$0.00	$0.00	$ 0.00
Retiree + Spouse	$30.00	$30.00	N/A

Section 3: Supporting Information

Benefit Descriptions:

Medical and Prescription Drug	Non-Medicare Plans	
Description of Coverage	Base	Buy-Up
Deductible		
Individual	$2,000	$1,500
Family	$4,000	$3,000
Medical Out-of-Pocket Maximum		
Individual (includes deductible)	$6,500	$6,500
Family	$13,000	$13,000
Co-Insurance	20%	15%
Office Visit		
PCP	$20 copay	$20 copay
Specialist	$35 copay	$35 copay
Prescription Drugs (30-day supply)		
Formulary Generic	$10 copay	
Formulary Brand Name	$35 copay	
Non-Formulary Brand	$70 copay	
Specialty	20% coinsurance with $150 maximum	
Prescription Drugs (90-day supply)		
Formulary Generic	$30 copay	
Formulary Brand Name	$105 copay	
Non-Formulary Brand	$210 copay	

Section 3: Supporting Information

Benefit Descriptions (continued):

Medical and Prescription Drug	Medicare Plan
Description of Coverage	In-Network
Deductible	
Inpatient	$200
Outpatient	$166
Co-Insurance	0%
Part A	0%
Part B	0%
Prescription Drugs Out-of-Pocket Maximum*	$4,130
Prescription Drugs (30-day supply)	
Formulary Generic	$5 copay
Formulary Brand Name	$25 copay
Non-Formulary Brand	$50 copay
Prescription Drugs (90-day supply – Home Delivery)	
Formulary Generic	$10 copay
Formulary Brand Name	$50 copay
Non-Formulary Brand	$125 copay

**After prescription out-of-pocket maximum is reached, patient pays the greater of 5% coinsurance or $2.95 copay for generic drugs and $7.40 copay for all other drugs.*

Dental

Description of Coverage	In Network	Out of Network
Deductible		
Individual	$50	$50
Family	$150	$150
Calendar Year Maximum	$5,000	$5,000
Preventative Services	10% co-insurance	10% co-insurance
Basic Services	20% co-insurance	20% co-insurance
Major Services	50% co-insurance	50% co-insurance
Orthodontic	50% co-insurance	50% co-insurance
Lifetime Maximum for Orthodontic	$1,000	$1,000

Section 3: Supporting Information

Changes of plan provisions:	• Deductibles for buy-up plan increased from $1,000 / $2,000 for individual / family to $1,500 / $3,000. • OOP Maximum increased from $6,350 / $12,700 to $6,500 / $13,000. • Copays for prescription drugs increased from $5 / $25 / $50 for generic / formulary brand / non-formulary brand to $10 / $35 / $70.

Appendix A: Definition of Terms

Definitions of certain terms as they are used in Statement 75. The terms may have different meanings in other contexts.

Actuarially Determined Contribution:	A target or recommended contribution to an OPEB plan for the reporting period based on the most recent measurement available.
Assumptions or Actuarial Assumptions:	The estimates on which the cost of the Plan is calculated including: a) Investment return — the rate of investment yield that the Plan will earn over the long-term future; b) Mortality rates — the death rates of employees and pensioners; life expectancy is based on these rates; c) Retirement rates — the rate or probability of retirement at a given age; d) Turnover rates — the rates at which employees of various ages are expected to leave employment for reasons other than death, disability, or retirement.
Covered Payroll:	The payroll of the employees that are provided OPEB benefits
Discount Rate:	The single rate of return, that when applied to all projected benefit payments results in an actuarial present value that is the sum of the following: 1) the actuarial present value of projected benefit payments projected to be funded by plan assets using a long term rate of return, and 2) the actuarial present value of projected benefit payments that are not included in (1) using a yield or index rate for 20 year tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher
Entry Age Actuarial Cost Method:	An actuarial cost method where the present value of the projected benefits for an individual is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age
Healthcare Cost Trend Rates:	The rate of change in per capita health costs over time
Net OPEB Liability:	The Total OPEB Liability less the Plan Fiduciary Net Position
Plan Fiduciary Net Position:	Market Value of Assets
Real Rate of Return:	The rate of return on an investment after removing inflation
Service Cost:	The amount of contributions required to fund the benefit allocated to the current year of service.

Section 3: Supporting Information

Total OPEB Liability:	Present value of all future benefit payments for current retirees and active employees taking into account assumptions about demographics, turnover, mortality, disability, retirement, health care trends, and other actuarial assumptions.
Valuation Date:	The date at which the actuarial valuation is performed

Appendix B: Accounting Requirements

The Governmental Accounting Standards Board (GASB) issued Statement Number 75 – Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions. Under these statements, all state and local government entities that provide other post-employment benefits are required to report the cost of these benefits on their financial statements. The accounting standards supplement cash accounting, under which the expense for postemployment benefits is equal to benefit and administrative costs paid on behalf of retirees and their dependents (i.e., a pay-as-you-go basis).

The statements cover postemployment benefits of medical, prescription drugs, dental, vision and life insurance coverage for retirees; long-term care coverage, life insurance and death benefits that are *not* offered as part of a pension plan; and long-term disability insurance for employees. The benefits valued in this report are limited to those described in Exhibit III of Section 3, which are based on those provided under the terms of the substantive plan in effect at the time of the valuation and on the pattern of sharing costs between the employer and plan members. The projection of benefits is not limited by legal or contractual limits on funding the plan unless those limits clearly translate into benefit limits on the substantive plan being valued.

The new standards prescribe an accrual-basis accounting requirement, thereby recognizing the employer cost of postemployment benefits over an employee's career. The standards also prescribe a consistent accounting requirement for both pension and non-pension benefits.

The total cost of providing postemployment benefits is projected, taking into account assumptions about demographics, turnover, mortality, disability, retirement, health care trends, and other actuarial assumptions. These assumptions are summarized in Exhibit II of Section 3. This amount is then discounted to determine the Total OPEB Liability. The Net OPEB Liability (NOL) is the difference between the Total OPEB Liability and market value of assets in the Plan, called the Plan Fiduciary Net Position.

Once the NOL is determined, the Annual OPEB Expense is determined as the change in NOL from the prior year with deferred recognition of certain elements. In addition, Required Supplementary Information (RSI) must be reported, including historical information about the Net OPEB Liability and the contributions made to the Plan. Appendices A and C of Section 3 contain a definition of terms as well as more information about GASB 75 concepts.

The calculation of an accounting obligation does not, in and of itself, imply that there is any legal liability to provide the benefits valued, nor is there any implication that the Employer is required to implement a funding policy to satisfy the projected expense.

Actuarial calculations reflect a long-term perspective, and the methods and assumptions use techniques designed to reduce short-term volatility in accrued liabilities and the actuarial value of assets, if any.

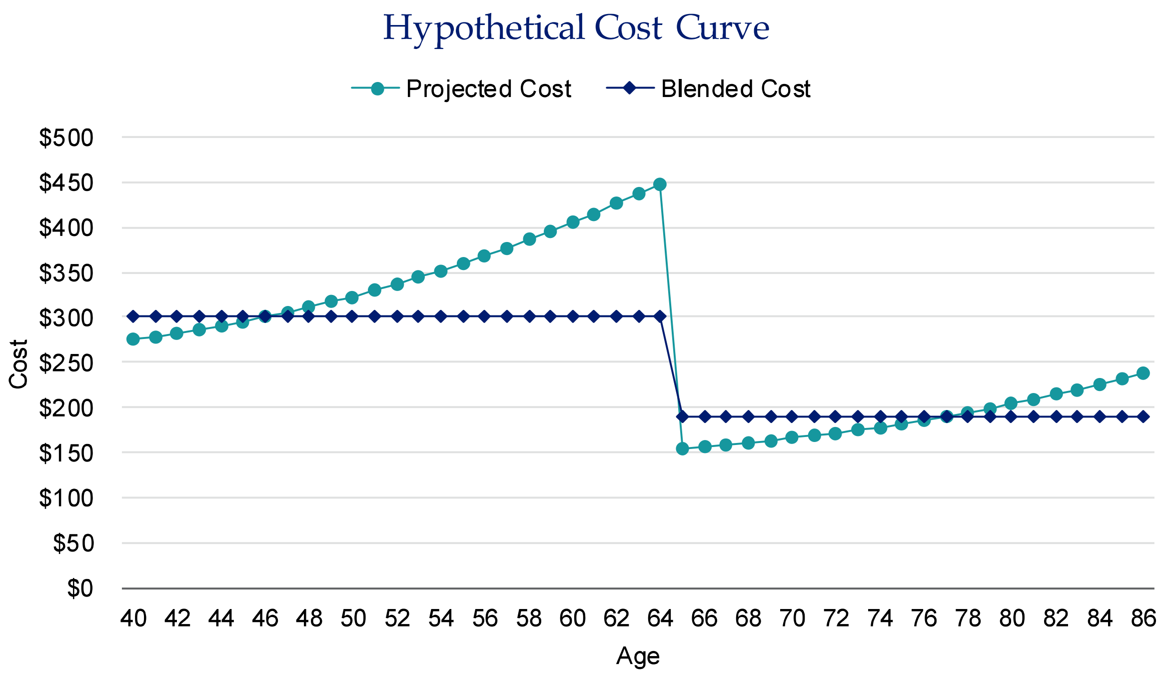
Section 3: Supporting Information

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and the actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

Appendix C: GASB 75 Concepts

The following graph illustrates why a significant accounting obligation may exist even though the retiree contributes most or all of the blended premium cost of the plan. The average cost for retirees is likely to exceed the average cost for the whole group, leading to an implicit subsidy for these retirees. The accounting standard requires the employer to identify and account for this implicit subsidy as well as any explicit subsidies the employer may provide.

9609264v2/07074.010



City of Norcross

Legislation Details (With Details)

File #:	23-6704	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Authorize a New Position – Enterprise Business Manager		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Authorization of Enterprise Strategic Business Manager Position

Title
Authorize a New Position – Enterprise Business Manager

Drafter
Eric Johnson

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: March 20, 2023, Policy Work Session

Item No.: 23-6704

Title: Authorization of new Enterprise Strategic Business Manager Position

---

Recommendation – Authorize a new senior position reporting to the City Manager to serve as Enterprise Strategic Business Manager for the development, analysis, and management of enterprise/utility rates and fees for the City's three enterprise operations: electric, solid waste, and stormwater, and to provide strategic management to those operations through the development of short= and long-term business strategies for each enterprise.

Background – The City manages three "enterprise" operations – activities that operate much like a business and rely on revenues they generate to pay for operations as well as capital investments, and whose revenue and expenditures are managed separately: the electric fund, solid waste fund, and the stormwater fund. The electric fund alone accounts for $13.5 million in FY 23 – more than the City's General Fund, the main operating fund for City operations – due to the sale of electricity.

Each enterprise operation requires the ability to set fees or rates as well as model "what if" scenarios. Current operations should be consistent with short- and long-term strategic priorities developed for each enterprise and subsequently adopted by Mayor and Council.

As an illustration: while Electric Cities of Georgia (ECG) performs rates studies, the frequency is very limited and the two new nuclear power units due to come online within the next year will present new cost structure issues – likely increasing the need for the City to shift the focus of residential electric rates from variable rates for power consumption to fixed rates heavily driven by power unit construction costs and other infrastructure costs.

The City negotiates annual sale of surplus capacity and surplus energy both to other cities that participate through the Municipal Electric Authority of Georgia (MEAG), but also sells energy at market rates. The impact of increasing sales of electric vehicles (EVs) and the potential for sales

of electricity through EV charging stations must also be contemplated, and appropriate strategies based on regular assessment of market conditions developed for presentation to policymakers.
.
The City has historically pursued “customer choice” clients outside City limits that the City can serve through access to substations owned and operated by other electric utilities. Each of these clients provides potential net revenue to the electric enterprise but also creates maintenance obligations that compete with service to local customers. Future competition for such clients should be consistent with business strategies.

Solid Waste rates will likely be impacted by new cost structure resulting from an RFP for collection services currently under way and the City must balance cost recovery between residential and non-residential customers while determining what is optimal to outsource versus operate in-house.

Stormwater fees have not been adjusted in several years and will require a staff lead even if new fees are developed externally due to the calculations of impervious service that go into those rates. Once the current push to reline or replace existing infrastructure is completed, a different fee structure is likely justified going forward as near-term stormwater maintenance requirements diminish.

A job description is in the early stages of being developed but key elements will include prior experience in strategic business planning as well as in developing fully loaded rates and fees since this is a new function that requires analytical skills as well as understanding of how such calculations and analysis are developed. Some of that understanding may come from prior consulting or in-house experience with the cost and rate structure of public or private utilities.

Financial Impact – The total cost of this position, with benefits, might cost $150,000 on an annual basis, depending on expertise. The cost for the remainder of FY 23 is more likely to be $50,000 for four months (May through August). The proposed initial allocation of cost between the three enterprises is 80% electric fund, 15% solid waste fund, and 5% stormwater fund. Those percentages will be modified in subsequent periods based on how much time is spent in each program area.

Consistent with Comprehensive Plan? Yes, consistent with Goal 6: Further the City’s Tradition of Strong Leadership and High Level of Quality Services.

Next Steps – Finalize a job description and initiate a recruitment.

Attachments – NA.

Update – NA.

City of Norcross

Legislation Details (With Details)

File #:	23-6705	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	Non-Profit Funding Request - Norcross High School Football Team		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Non-profit Funding Request

Title
Non-Profit Funding Request - Norcross High School Football Team

Drafter
Eric Johnson

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: March 20, 2023, Policy Work Session

Item No.: 23-6705

Title: Authorize funding for support of the Norcross High School football team consistent with recommended procedures regarding non-profit funding

---

Recommendation – Authorize $5,000 in funding from the Mayor and Council's budgeted contingency for reimbursement of expenditures on behalf of the Norcross High School football team by the Touchdown Club, or for direct expenditures on behalf of the football team.

Background – Payments to non-profits can be authorized through the annual budget process, through a supplemental authorization during the year, or simply paid based on a membership, class, or service being purchased.

Recommended procedures for funding non-profits is to apply the standards required when spending federal or State grants: In such a scenario, a payment is made based on a negotiated payment per unit of service provided directly by the non-profit (e.g., clients served) or reimbursement of the cost of equipment or a capital improvement incurred by the non-profit. There is a good or service purchased and the cost of the good or service directly relates to the contribution. This is the approach used with ARPA funding of non-profits. In the case of equipment or capital purchases, the City can reimburse a non-profit or other government entity based on receipt(s). By contrast, when the City makes a "donation" to a non-profit, there is no direct relationship between the payment made and a specific expenditure by the non-profit.

These concepts relate to recent requests for funding from non-profit organizations that provide external support to Norcross High School. The City contributed to the cost of scoreboards – purchases of equipment that can be easily confirmed.

Norcross High has requested funding in support of purchases for the football team. With approval from Mayor and Council, sufficient funds are currently available to make a $5,000 contribution. It is recommended that the City reimburse specific purchases or payments made for the football team based on receipts from the Touchdown Club. A similar approach would be applied to other funding requests authorized by Mayor and Council either through the budget process or through agenda items approved during the year.

Financial Impact – Funding is available within the Mayor and Council budget for a $5,000 payment associated with the Norcross High School football team.

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

Next Steps – Request receipts and reimburse the Touchdown Club for $5,000 in expenditures.

Attachments – NA.

Update – NA.

City of Norcross

Legislation Details (With Details)

File #:	23-6706	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	3/20/2023 6:30 PM	**In Control:**	Policy Work Session
Title:	City Manager Contract		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - City Manager Contract
2. Current City Manager Contract
3. Red-line Changes
4. City Manager Contract V.3.1 with changes saved

Title
City Manager Contract

Drafter
Councilmember Dr. Arlene Beckles

65 Lawrenceville ST., NORCROSS, GEORGIA 30071
(770) 448-2122 **FAX** (770) 242-0824
http://www.norcrossga.net

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

Agenda Report

To: Mayor and Council

From: Councilmember Dr. Arlene Beckles

Meeting Date: March 20, 2023, Policy Work Session

Item No.: 23-6706

Title: City Manager Contract

CC: Eric Johnson, City Manager

Recommendation – Present proposed changes to the existing city manager employment contract, which currently expires October 31, 2023.

Background – The city manager is a contract position authorized under the City Charter. Section 2.30 states "[t]he city council shall appoint a city manager for an indefinite term and shall set his or her compensation in an employment contract. The city manager shall be appointed solely on the basis of that person's executive and administrative qualifications, including relevant experience. The powers and duties of the city manager are described under Section 2.31 of the City Charter. The existing contract covers the term from October 12, 2020 through October 31, 2023.

Financial Impact – Any impacts will be dependent on changes to the existing contract. The current contract has provisions for severance to be paid should it not be extended.

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

Next Steps – Review proposed changes

Attachments – Current City Manager Contract

Update – NA.

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

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and entered into this 12th day of October, 2020, by and between the City of Norcross, GA, a municipal corporation, hereinafter referred to as "Employer," or the "City," a part of the first part, and Eric R. Johnson, Employee, as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said Eric Johnson as City Manager of the City of Norcross, as provided by the charter; and

WHEREAS it is the desire of the governing board, hereinafter called "Mayor and Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Manager of said City of Norcross and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ said Eric Johnson as City Manager of said Employer to perform the functions and duties specified in said City of Norcross' Charter and by said City of Norcross' Code of Ordinances and to perform other legally permissible and proper duties and functions as the Mayor and Council shall from time to time assign.

The terms of this Agreement shall be from October 12, 2020 through October 31, 2023.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Mayor and Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 2, paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provision set forth in Section 3 of this Agreement.

Section 2: Termination and Entitlement to Severance Pay

A. Termination for Convenience by Mayor and Council.

1. In the event the Employee is terminated by the Mayor and Council during such time that the Employee is willing and able to perform his duties under this Agreement and the Employee is not terminated for cause as is more specifically set forth in Section 2.B., then the Employee is entitled to Severance Pay, as that term is defined below.

2. For the purposes of this Agreement, "Severance Pay" means six (6) months' salary at the rate of pay earned at the time of termination. Severance Pay earned in accordance with the provisions of this section shall be in addition to any other accrued or guaranteed benefits to which the Employee may be entitled under the personnel policies of the City or the laws of the State of Georgia or the United States of America; however, the Employee shall not gain or accrue any additional benefits as a result of the Severance Pay provided to the Employee.

3. Severance Pay shall be paid in a lump sum within 10 business days of the official termination date.

4. The Employee shall be entitled to Severance Pay should he resign following a request by a majority of the Mayor and Council that a resignation be tendered in lieu of termination or at the end of the term of the Agreement and the Mayor and Council exercises its right to not continue Employee's Agreement for a reason other than a reason set forth in Section 2.B. below.

5. The Employee shall be entitled to Severance Pay if the position of City Administrator, City Manager, or other position to which Employee has been hired is eliminated.

B. Termination for Cause by Mayor and Council.

1. The employee shall not be entitled to Severance Pay if he is terminated by the Mayor and Council for conviction of a felony offense or a misdemeanor offense of moral turpitude, as determined by a court of competent jurisdiction, or for professional misconduct, as defined below.

2. For purposes of this article, the term "professional misconduct" shall include but not be limited to the following offenses:

   i. Willful disregard of a lawful express directive of the Mayor and Council;

   ii. Refusal to obey reasonable and lawful orders of the Mayor and Council;

   iii. Willful neglect of duties;

   iv. Inappropriate or illegal harassment of City employees;

v. Violation of the City Code of Ethics, as it now exists or my hereinafter be amended;

vi. Actions involving fraud or dishonesty. Voluntary Termination for the Convenience of Employee – The Employee shall not be entitled to any Severance Pay if the Employee voluntarily resigns his position or

vii. Violation of the policies and procedures set forth in the Norcross Employee Handbook, the Norcross Financial Policy or any other written policies or procedures established by the Counsel, as those policies and procedures exist or may hereinafter be amended; provided however, that Employee shall be entitled to the grievance policy and procedure set forth in the Employee Handbook with the Mayor and City Council of the City of Norcross shall preside over the grievance proceeding and that copies of the Employee's grievance and all grievance correspondence, written responses and any other documentation in connection with the grievance shall be submitted to the Mayor, the Human Resources Manager and the City Attorney.

Section 3: Notice of Voluntary Resignation

In the event that the Employee voluntarily resigns his position with the Employer before expiration of the term of his employment pursuant to this Agreement, then Employee shall give Employer a ninety (90) day notice in advance unless the parties agree otherwise.

Section 4: Disability

If Employee is permanently disabled or is otherwise unable to perform duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, and Employee shall be entitled to Severance Pay as defined in Section 2, paragraph A.

Section 5: Salary

A. Base Salary - Employer agrees to pay Employee for his services rendered pursuant hereto a base salary of $140,000.00 annually (hereinafter the "base salary"), payable in installments at the same time as other management employees of the Employer are paid. In addition, Employer agrees to an annual increase of said base salary and/or benefits of Employee in such amounts and to such extent as the Mayor and Council may determine that is desirable to do so on the basis of an annual salary review of said Employee conducted the first week of January of each year. At a minimum, Employee would receive the same annual cost of living increase the Mayor and Council may provide to all other fulltime employees of the City.

Supplemental Salary - In addition to base salary, Employee shall receive the Car Allowance Salary Supplement as set forth in Section 9, below. Employee may be eligible for a Medical Insurance Salary Supplement as set forth in Section 11 below. All Supplemental Salary shall be payable monthly in Employee's last paycheck of each month.

Section 6: Performance Evaluation

A. The Mayor and Council shall confer with the Employee on at least an annual basis regarding job performance and compensation. The first review will take place twelve (12) months after the time of employment, and yearly thereafter. The Mayor and Council shall provide the Employee with a written job evaluation at the time of his review and shall determine whether any adjustment of the compensation and benefits provided for the City Manager should be made for the next fiscal year. Annually, at a strategic planning session, the Mayor and Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Norcross and in the attainment of the Mayor and Council's policy objectives and shall further establish a relative priority among those various goals and objectives, and goals and objectives to be reduced to writing.

B. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. Should the goals, objectives, or their relative priority be unclear to the Employee, it is his obligation to inform the Mayor and Council in writing of any specific area(s) that necessitate clarification.

C. In effecting the provisions of this section, the Mayor and Council and Employee mutually agree to abide by the provisions of applicable law.

Section 7: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.

Section 8: Outside Activities

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer-connected business without the prior approval of the Mayor and Council.

Section 9: Automobile

Employee's duties require use of an automobile at all times during his employment with Employer. Employer shall pay Employee a car allowance of $300.00 per month in the form of a salary supplement (hereinafter the "Car Allowance salary supplement") in addition to his base salary. In the event the Employee is required to travel outside the City for more than 75 miles one way from the Norcross City Hall in his official capacity as City Manager, he shall be entitled to mileage reimbursement at the prevailing rate the City provides to other employees.

Section 10: Vacation and Sick Leave

Employee will be credited one-week vacation at the commencement of his employment and shall earn subsequent vacation and sick leave as stated in Section 15, paragraph C.

Section 11: Disability, Retirement, Health, and Life Insurance

A. Employee shall be eligible to receive the same benefits as all other general management employees of the City, subject to the exceptions set forth below. These benefits include, but are not limited to, Medical insurance, dental insurance, long-term disability insurance and life insurance and retirement plans, subject to the exceptions and limitations more particularly set forth below.

B. Employee may elect to provide *qualified medical coverage* for himself and his spouse from another source in place of the City's Medical insurance coverage. In the event that Employee elects to provide *qualified medical coverage* for himself and his spouse in place of the City's Medical insurance coverage, Employee shall receive $12,000.00 per year as a salary supplement (hereinafter referred to as the "Medical Insurance Salary Supplement") in addition to his base salary. For the purposes of this paragraph, the term "qualified medical coverage," means coverage under a plan that provides the minimum essential coverage as defined under the Affordable Care Act, other than a plan or policy issued through the individual marketplace, including coverage through the Exchange or under Medicare and Medicare Advantage Plans. Employee shall provide proof of *qualified medical coverage* to the City Human Resources Manager for review and approval for Employee to be eligible for the Medial Insurance salary supplement. If Employee elects the City's medical insurance plan, Employee's eligibility for the Medical Insurance Salary Supplement shall cease.

C. Employee elects to not participate in the City's Defined Benefit Pension Plan. Employee elects to participate solely in the City's 457b/401a deferred compensation plan (hereinafter referred to respectively as the "Employee's 457b Account and the "Employee's 401a Account," collectively referred to as "Employee's 457b/401a Accounts." Employee shall contribute 6% of employee's base salary to Employee's 457b Account through the end of the 2020 calendar year. Employee anticipates contributing the maximum permissible amount into Employee's 457b Account thereafter. The City agrees to contribute 10% of the Employee's base salary to Employee's 401a Account during the term of this Agreement; provided however, that in the event that the Employee's contribution to Employee's 457b Account drops below 6% of his base salary for any reason, then the City's will contribute 50% of the amount of Employee's contribution up to a maximum of 3% of the Employee's Base Salary to the Employee's 457b Account. Employee shall be fully vested in the Employee's 457b/401a Accounts effective as of October 12, 2020.

Section 12: Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and the good of the Employer.

Section 13: Professional Development

A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee according to the City's travel policy as it applies to all management employees for professional and official travel and meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including, but not limited to, the Georgia Municipal Association, ICMA Annual Conference, Georgia City/County Management Association conferences and such other national, regional, state, and local governmental groups and committees thereof which Employee serves a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

Section 14: Civic Club Membership

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of any one (l) such civic club or organization subject to the approval of the Mayor and Council, for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 15: Other Terms and Conditions of Employment

A. The Mayor and Council, in consultations with the City Manager, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are agreed to mutually by both the Mayor and Council and the Employee, and are not inconsistent with or in conflict with the provisions of this Agreement, the City of Norcross Charter or any other law.

B. All provisions of the City of Norcross Charter and Code, and regulations and rules of the Employer relating to vacation and sick leave, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment.

Section 16: No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such a reduction across-the-board for all employees of the employer.

Section 17: General Provisions

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any term or condition in this Agreement conflicts with the City's personnel policies, the terms and conditions of this Agreement will prevail.

D. This Agreement shall become effective commencing October 12, 2020.

E. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Norcross, GA has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

[SIGNATURES NEXT PAGE]

Date: October 15, 2020

CRAIG NEWTON
Mayor

Date: October 15, 2020

ATTEST:

MONIQUE LANG
City Clerk

ERIC R. JOHNSON

AMENDED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and entered into this ~~12th~~___ day of ~~October, 2020~~February, 2023, by and between the City of Norcross, GA, a municipal corporation, hereinafter referred to as "Employer," or the "City," a part of the first part, and Eric R. Johnson, Employee, as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS~~,~~ Employer desires to employ the services of said Eric Johnson as City Manager of the City of Norcross, as provided by the charter; and

WHEREAS it is the desire of the governing board, hereinafter called "Mayor and Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS~~,~~ Employee desires to accept employment as City Manager of said City of Norcross and

WHEREAS~~,~~ the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Formatted: Font: Bold

Employer hereby agrees to employ said Eric Johnson as City Manager of said Employer to perform the functions and duties specified in said City of Norcross' Charter (the "Charter") and by said City of Norcross' Code of Ordinances and to perform other legally permissible and proper duties and functions as the Mayor and Council shall from time~~ to time assign~~-to-time assign. Employer shall not unreasonably interfere with Employee's performance of such duties.

Employee shall attend and be permitted to attend all meetings of Mayor and Council, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law or regulation.

Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.

Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

The terms of this Agreement shall be from October 12, 2020, through ~~October~~December 31, ~~2023~~2027.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Mayor and Council to terminate the services of Employee at any time pursuant to Mayor and Council's authority in the Charter, subject only to the provisions set forth in Section 2, paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provision set forth in Section 3 of this Agreement.

Formatted: Font: +Body (Calibri), Bold

Formatted: Space Before: 0 pt

Section 2: Termination and Entitlement to Severance Pay

Formatted: Font: Bold

Formatted: Normal

A. Termination for Convenience by Mayor and Council.

1. In the event the Employee is terminated by the Mayor and Council during such time that the Employee is willing and able to perform his duties under this Agreement and the Employee is not terminated for cause as is more specifically set forth in Section 2.B., then the Employee is entitled to Severance Pay, as that term is defined below.

2. For the purposes of this Agreement, "Severance Pay" means six (6) months' salary at the rate of pay earned at the time of termination. Severance Pay earned in accordance with the provisions of this section shall be in addition to any other accrued or guaranteed benefits to which the Employee may be entitled under the personnel policies of the City or the laws of the State of Georgia or the United States of America; however, the Employee shall not gain or accrue any additional benefits as a result of the Severance Pay provided to the Employee.

3. Severance Pay shall be paid in a lump sum within 10 business days of the official termination date.

4. ~~The~~Unless the Employee's termination is made with cause, as defined in Section 2.B., the Employee shall be entitled to Severance Pay should he be terminated, asked to resign ~~following a request by a majority of the Mayor and Council that a resignation be tendered~~ in lieu of termination, or ~~at the end of the term of the Agreement and the Mayor and Council exercises its right to not continue Employee's Agreement for a reason other than a reason set forth in Section 2.B. below.~~

~~5. The Employee shall be entitled to Severance Pay if~~ the position of City ~~Administrator, City~~ Manager~~, or other position to which Employee has been hired~~ is eliminated during the term of this Agreement.

B. Termination for Cause by Mayor and Council.

1. The employee shall not be entitled to Severance Pay if he is terminated by the Mayor and Council pursuant to the Charter for conviction of a felony offense or a misdemeanor offense of moral turpitude, as determined by a court of competent jurisdiction~~, or for professional misconduct, as defined below~~.

~~2. For purposes of this article, the term "professional misconduct" shall include but not be limited to the following offenses:~~

~~i. Willful disregard of a lawful express directive of the Mayor and Council;~~

~~ii. Refusal to obey reasonable and lawful orders of the Mayor and Council;~~

~~iii. Willful neglect of duties;~~

~~iv. Inappropriate or illegal harassment of City employees;~~

~~v. Violation of the City Code of Ethics, as it now exists or my hereinafter be amended;~~

~~Actions involving fraud or dishonesty.~~

Section 3: Notice of Voluntary Resignation

~~vi.~~ Voluntary Termination for the Convenience of Employee – The Employee shall not be entitled to any Severance Pay if the Employee voluntarily resigns his position~~ or~~.

~~vii. Violation of the policies and procedures set forth in the Norcross Employee Handbook, the Norcross Financial Policy or any other written policies or procedures established by the Counsel, as those policies and procedures exist or may hereinafter be amended; provided however, that Employee shall be entitled to the grievance policy and procedure set forth in the Employee Handbook with the Mayor and City Council of the City of Norcross shall preside over the grievance proceeding and that copies of the Employee's grievance and all grievance correspondence, written responses and any other documentation in connection with the grievance shall be submitted to the Mayor, the Human Resources Manager and the City Attorney.~~

~~**Section 3: Notice of Voluntary Resignation**~~

In the event that the Employee voluntarily resigns his position with the Employer before expiration of the term of his employment pursuant to this Agreement, then Employee shall give Employer a ~~ninety (90~~thirty (30) day notice in advance unless the parties agree otherwise.

Section 4: Disability

If Employee is permanently disabled or is otherwise unable to perform duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, and Employee shall be entitled to Severance Pay as defined in Section 2, paragraph A.

Section 5: Salary

~~A.~~ A. Base Salary - Employer agrees to pay Employee for his services rendered pursuant hereto ~~a~~ base salary of $140,000.00 annually (hereinafter the "base salary"), payable in installments at the same time as other management employees of the Employer are paid. In

Formatted: Font: Bold

Formatted: Space After: 0 pt, No bullets or numbering, Tab stops: Not at 0.26" + 0.5"

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: No bullets or numbering

addition, Employer agrees to an annual ~~increase~~review of said base salary and/or benefits of Employee, which shall include an increase in salary in such amounts and to such extent as the Mayor and Council may determine ~~that~~ is desirable ~~to do so~~ on the basis of ~~an annual~~such review and as is consistent with the provisions of this Agreement. The salary review ~~of said Employee~~shall be conducted ~~the first week of January of~~ in October each year~~.~~ and be considered contemporaneously with the Performance Evaluation contemplated in Section 6. At a minimum, Employee would receive the same budgeted annual cost of living, or average merit, increase the Mayor and Council may provide to all other fulltime employees of the City. All increases shall be effective on the anniversary date of October 12th of each effective year. The City Manager would not be eligible, however, for one-time pay supplements that Mayor and Council may, on occasion, provide other employees.

~~B.~~ B. Supplemental Salary - In addition to base salary, Employee shall receive the Car Allowance salary supplement as set forth in Section 9, below. Employee may be eligible for a Medical Insurance Salary Supplement as set forth in Section 11 below. All supplemental salary shall be payable monthly in Employee's last paycheck of each month.

Formatted: No bullets or numbering

Section 6: Performance Evaluation

Formatted: Font: Bold

A. The Mayor and Council shall confer with the Employee on at least an annual basis regarding job performance and compensation. The first review will take place twelve (12) months after the time of employment, and ~~yearly~~annually thereafter in October of each effective year. The Mayor and Council shall provide the Employee with a written job evaluation at the time of his review and shall determine whether any adjustment of the compensation and benefits provided for the City Manager should be made ~~for the next fiscal year.~~. Annually, at a strategic planning session, the Mayor and Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Norcross and in the attainment of the Mayor and Council's policy objectives and shall further establish a relative priority among those various goals and objectives, and goals and objectives to be reduced to writing.

B. ~~They~~All goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. Should the goals, objectives, or their relative priority be unclear to the Employee, it is his obligation to inform the Mayor and Council in writing of any specific area(s) that necessitate clarification.

C. ~~C.~~ In effecting the provisions of this section, the Mayor and Council and Employee mutually agree to abide by the provisions of applicable law.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: -0.11" + Indent at: 0.08"

Section 7: Hours of Work

Formatted: Font: Bold

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.

Section 8: Outside Activities

Formatted: Font: Bold

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer-connected business without the prior approval of the Mayor and Council.

Section 9: Automobile

Formatted: Font: Bold

Employee's duties require use of an automobile at all times during his employment with Employer. Employer shall pay Employee a car allowance of $300.00 per month in the form of a salary supplement (hereinafter the "Car Allowance salary supplement") in addition to his base salary~~.~~ through March 31, 2023, after which the car allowance will be $500.00 per month. In the event the Employee is required to travel outside the City for more than 75 miles one way from the Norcross City Hall in his official capacity as City Manager, he shall be entitled to mileage reimbursement at the prevailing rate the City provides to other employees.

Section 10: Vacation and Sick Leave

Formatted: Font: Bold

Employee will be credited one-week vacation at the commencement of his employment and shall earn subsequent vacation and sick leave as stated in Section 15, paragraph C.

Section 11: Disability, Retirement, Health, and Life Insurance

Formatted: Font: Bold

~~A.~~ A. Employee shall be eligible to receive the same benefits as all other general management employees of the City, subject to the exceptions set forth below. These benefits include, but are not limited to, Medical insurance, dental insurance, long-term disability insurance and life insurance and retirement plans, subject to the exceptions and limitations more particularly set forth below.

Formatted: No bullets or numbering

~~B.~~ B. Employee may elect to provide *qualified medical coverage* for himself and his spouse from another source in place of the City's Medical insurance coverage. In the event that Employee elects to provide *qualified medical coverage* for himself and his spouse in place of the City's Medical insurance coverage, Employee shall receive $12,000.00 per year as a salary supplement (hereinafter referred to as the "Medical Insurance Salary Supplement") in addition to his base salary. For the purposes of this paragraph, the term "qualified medical coverage," means coverage under a plan that provides the minimum essential coverage as defined under the Affordable Care Act, other than a plan or policy issued through the individual marketplace, including coverage through the Exchange or under Medicare and Medicare Advantage Plans. Employee shall provide proof of *qualified medical coverage* to the City Human Resources Manager for review and approval for Employee to be eligible for the Medial Insurance salary supplement. If Employee elects the City's medical insurance plan, Employee's eligibility for the Medical Insurance Salary

Formatted: No bullets or numbering

Supplement shall cease.

~~C.~~ C. Employee elects to not participate in the City's Defined Benefits Pension Plan. Employee elects to participate solely in the City's 457b/401a deferred contribution plan (hereinafter referred to respectively as the "Employee's 457b Account" and the "Employee's 401a Account," collectively referred to as "Employee's 457b/401a Accounts." Employee shall contribute 6% of employee's base salary to Employee's 457b Account through the end of the 2020 calendar year. Employee anticipates contributing the maximum permissible amount into Employee's 457b account thereafter. The City agrees to contribute 10% of the Employee's base salary to Employee's 401a Account ~~during the term of this Agreement; provided however, that in the event that the Employee's contribution to Employee's 457b Account drops below 6% of his base salary for any reason, then the City's will contribute 50% of the amount of Employee's contribution up to a maximum of 3% of the Employee's Base Salary to the Employee's 457b Account.~~. Effective March 30, 2023, the City will match up to an additional 5% for the remainder of the term of this Agreement. Employee shall be fully vested in the Employee's 457b/401a Accounts effective as of October 12, 2020.

Formatted: No bullets or numbering

Section 12: Dues and Subscriptions

Formatted: Body Text, Justified, Indent: Left: 1", Space Before: 0 pt

Formatted: Font: Bold

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and the good of the Employer.

Section 13: Professional Development

Formatted: Font: Bold

A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee according to the City's travel policy as it applies to all management employees for professional and official travel and meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including, but not limited to, the Georgia Municipal Association, ICMA Annual Conference, Georgia City/County Management Association conferences and such other national, regional, state, and local governmental groups and committees thereof which Employee serves a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

Section 14: Civic Club Membership

Formatted: Font: Bold

Formatted: Body Text, Centered, Indent: Left: 1.54", Right: 1.52", Space Before: 0 pt

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of any one (l) such civic club or organization subject to the approval of the Mayor and Council, for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 15: Other Terms and Conditions of Employment

Formatted: Font: Bold

A. The Mayor and Council, in consultations with the City Manager, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are agreed to mutually by both the Mayor and Council and the Employee, and are not inconsistent with or in conflict with the provisions of this Agreement, the City of Norcross Charter or any other law.

B. All provisions of the City of Norcross Charter and Code, and regulations and rules of the Employer relating to vacation and sick leave, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads through March 1, 2023, including provisions governing accrual and payment therefore on termination of employment. Effective March 2, 2023, Employee shall accrue vacation at the highest rate provided or available to any other employees and may carry over up to 240 hours at the end of each calendar year. Any hours over 240 will be rolled to sick time at the end of the calendar year. All accrued, unused vacation hours will be paid on termination of employment.

~~C.~~

Formatted: Font: Bold

Formatted: Centered, Indent: Left: 1.54", Right: 1.52", No bullets or numbering, Tab stops: Not at 0.27"

Section 16: No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such a reduction across-the-board for all employees of the employer.

Section 17: General Provisions

Formatted: Font: Bold

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any term or condition in this Agreement conflicts with the City's personnel policies, the terms and conditions of this Agreement will prevail.

D. This Agreement shall become effective commencing October 12, 2020, and any subsequent amendment to the Agreement shall be binding and effective upon the execution of such amended agreement.

E. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

F. Non-disparagement. Following the Employee's term of employment, the Employee and Employer shall not disparage or make negative comments about each other. Notwithstanding the foregoing, nothing in this paragraph shall prohibit the Employee or Employer from providing truthful testimony in any judicial or administrative matter, or otherwise making truthful statements required by law, by any regulatory authority or organization.

Formatted: Font: +Body (Calibri)

Formatted: List Paragraph, Left

IN WITNESS WHEREOF, the City of Norcross, GA has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Formatted: Indent: First line: 0"

~~[SIGNATURES NEXT PAGE]~~

ATTEST:

Date:________________________

______________________________ ______________________________

CRAIG NEWTON MONIQUE LANG
Mayor City Clerk

Date:_________________________ ______________________________

ERIC R. JOHNSON

AMENDED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and entered into this ___ day of February, 2023, by and between the City of Norcross, GA, a municipal corporation, hereinafter referred to as "Employer," or the "City," a part of the first part, and Eric R. Johnson, Employee, as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS Employer desires to employ the services of said Eric Johnson as City Manager of the City of Norcross, as provided by the charter; and

WHEREAS it is the desire of the governing board, hereinafter called "Mayor and Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS Employee desires to accept employment as City Manager of said City of Norcross and

WHEREAS the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ said Eric Johnson as City Manager of said Employer to perform the functions and duties specified in said City of Norcross' Charter (the "Charter") and by said City of Norcross' Code of Ordinances and to perform other legally permissible and proper duties and functions as the Mayor and Council shall from time-to-time assign. Employer shall not unreasonably interfere with Employee's performance of such duties.

Employee shall attend and be permitted to attend all meetings of Mayor and Council, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law or regulation.

Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.

Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

The terms of this Agreement shall be from October 12, 2020, through December 31, 2027.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Mayor and Council to terminate the services of Employee at any time pursuant to Mayor and Council's authority pursuant to the Charter, subject only to the provisions set forth in Section 2, paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provision set forth in Section 3 of this Agreement.

Section 2: Termination and Entitlement to Severance Pay

A. Termination for Convenience by Mayor and Council.

1. In the event the Employee is terminated by the Mayor and Council during such time that the Employee is willing and able to perform his duties under this Agreement and the Employee is not terminated for cause as is more specifically set forth in Section 2.B., then the Employee is entitled to Severance Pay, as that term is defined below.

2. For the purposes of this Agreement, "Severance Pay" means six (6) months' salary at the rate of pay earned at the time of termination. Severance Pay earned in accordance with the provisions of this section shall be in addition to any other accrued or guaranteed benefits to which the Employee may be entitled under the personnel policies of the City or the laws of the State of Georgia or the United States of America; however, the Employee shall not gain or accrue any additional benefits as a result of the Severance Pay provided to the Employee.

3. Severance Pay shall be paid in a lump sum within 10 business days of the official termination date.

4. Unless the Employee's termination is made with cause, as defined in Section 2.B., the Employee shall be entitled to Severance Pay should he be terminated, asked to resign in lieu of termination, or the position of City Manager is eliminated during the term of this Agreement.

B. Termination for Cause by Mayor and Council.

1. The employee shall not be entitled to Severance Pay if he is terminated by the Mayor and Council pursuant to the Charter for conviction of a felony offense or a misdemeanor offense of moral turpitude, as determined by a court of competent jurisdiction.

Section 3: Notice of Voluntary Resignation

Voluntary Termination for the Convenience of Employee – The Employee shall not be entitled to any Severance Pay if the Employee voluntarily resigns his position.

In the event that the Employee voluntarily resigns his position with the Employer before expiration of the term of his employment pursuant to this Agreement, then Employee shall give Employer a thirty (30) day notice in advance unless the parties agree otherwise.

Section 4: Disability

If Employee is permanently disabled or is otherwise unable to perform duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, and Employee shall be entitled to Severance Pay as defined in Section 2, paragraph A.

Section 5: Salary

A. Base Salary - Employer agrees to pay Employee for his services rendered pursuant hereto base salary of $140,000.00 annually (hereinafter the “base salary”), payable in installments at the same time as other management employees of the Employer are paid. In addition, Employer agrees to an annual review of said base salary and/or benefits of Employee, which shall include an increase in salary in such amounts and to such extent as the Mayor and Council may determine is desirable on the basis of such review and as is consistent with the provisions of this Agreement. The salary review shall be conducted in October each year and be considered contemporaneously with the Performance Evaluation contemplated in Section 6. At a minimum, Employee would receive the same budgeted annual cost of living, or average merit, increase the Mayor and Council may provide to all other fulltime employees of the City. All increases shall be effective on the anniversary date of October 12th of each effective year. The City Manager would not be eligible, however, for one-time pay supplements that Mayor and Council may, on occasion, provide other employees.

B. Supplemental Salary - In addition to base salary, Employee shall receive the Car Allowance salary supplement as set forth in Section 9, below. Employee may be eligible for a Medical Insurance Salary Supplement as set forth in Section 11 below. All supplemental salary shall be payable monthly in Employee’s last paycheck of each month.

Section 6: Performance Evaluation

A. The Mayor and Council shall confer with the Employee on at least an annual basis regarding job performance and compensation. The first review will take place twelve (12) months after the time of employment, and annually thereafter in October of each effective year. The Mayor and Council shall provide the Employee with a written job evaluation at the time of his review and shall determine whether any adjustment of the compensation and benefits provided for the City Manager should be made. Annually, at a strategic planning session, the Mayor and Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Norcross and in the attainment of the Mayor and Council's policy objectives and shall further establish a relative priority among those various goals and objectives, and goals and objectives to be reduced to writing.

B. All goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. Should the goals, objectives, or their relative priority be unclear to the Employee, it is his obligation to inform the Mayor and Council in writing of any specific area(s) that necessitate clarification.

C. In effecting the provisions of this section, the Mayor and Council and Employee mutually agree to abide by the provisions of applicable law.

Section 7: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.

Section 8: Outside Activities

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer-connected business without the prior approval of the Mayor and Council.

Section 9: Automobile

Employee's duties require use of an automobile at all times during his employment with Employer. Employer shall pay Employee a car allowance of $300.00 per month in the form of a salary supplement (hereinafter the “Car Allowance salary supplement”) in addition to his base salary through March 31, 2023, after which the car allowance will be $500.00 per month. In the event the Employee is required to travel outside the City for more than 75 miles one way from the Norcross City Hall in his official capacity as City Manager, he shall be entitled to mileage reimbursement at the prevailing rate the City provides to other employees.

Section 10: Vacation and Sick Leave

Employee will be credited one-week vacation at the commencement of his employment and shall earn subsequent vacation and sick leave as stated in Section 15, paragraph C.

Section 11: Disability, Retirement, Health, and Life Insurance

A. Employee shall be eligible to receive the same benefits as all other general management employees of the City, subject to the exceptions set forth below. These benefits include, but are not limited to, Medical insurance, dental insurance, long-term disability insurance and life insurance and retirement plans, subject to the exceptions and limitations more particularly set forth below.

B. Employee may elect to provide *qualified medical coverage* for himself and his spouse from another source in place of the City's Medical insurance coverage. In the event that Employee elects to provide *qualified medical coverage* for himself and his spouse in place of the City's Medical insurance coverage, Employee shall receive $12,000.00 per year as a salary supplement (hereinafter referred to as the "Medical Insurance Salary Supplement") in addition to his base salary. For the purposes of this paragraph, the term "qualified medical coverage," means coverage under a plan that provides the minimum essential coverage as defined under the Affordable Care Act, other than a plan or policy issued through the individual marketplace, including coverage through the Exchange or under Medicare and Medicare Advantage Plans. Employee shall provide proof of *qualified medical coverage* to the City Human Resources Manager for review and approval for Employee to be eligible for the Medial Insurance salary supplement. If Employee elects the City's medical insurance plan, Employee's eligibility for the Medical Insurance Salary Supplement shall cease.

C. Employee elects to not participate in the City's Defined Benefits Pension Plan. Employee elects to participate solely in the City's 457b/401a deferred contribution plan (hereinafter referred to respectively as the "Employee's 457b Account" and the "Employee's 401a Account," collectively referred to as "Employee's 457b/401a Accounts." Employee shall contribute 6% of employee's base salary to Employee's 457b Account through the end of the 2020 calendar year. Employee anticipates contributing the maximum permissible amount into Employee's 457b account thereafter. The City agrees to contribute 10% of the Employee's base salary to Employee's 401a Account. Effective March 30, 2023, the City will match up to an additional 5% for the remainder of the term of this Agreement. Employee shall be fully vested in the Employee's 457b/401a Accounts effective as of October 12, 2020.

Section 12: Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and the good of the Employer.

Section 13: Professional Development

A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of

Employee according to the City's travel policy as it applies to all management employees for professional and official travel and meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including, but not limited to, the Georgia Municipal Association, ICMA Annual Conference, Georgia City/County Management Association conferences and such other national, regional, state, and local governmental groups and committees thereof which Employee serves a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

Section 14: Civic Club Membership

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of any one (l) such civic club or organization subject to the approval of the Mayor and Council, for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 15: Other Terms and Conditions of Employment

A. The Mayor and Council, in consultations with the City Manager, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are agreed to mutually by both the Mayor and Council and the Employee, and are not inconsistent with or in conflict with the provisions of this Agreement, the City of Norcross Charter or any other law.

B. All provisions of the City of Norcross Charter and Code, and regulations and rules of the Employer relating to vacation and sick leave, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads through March 1, 2023, including provisions governing accrual and payment therefore on termination of employment. Effective March 2, 2023, Employee shall accrue vacation at the highest rate provided or available to any other employees and may carry over up to 240 hours at the end of each calendar year. Any hours over 240 will be rolled to sick time at the end of the calendar year. All accrued, unused vacation hours will be paid on termination of employment.

Section 16: No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such a reduction across-the-board for all employees of the employer.

Section 17: General Provisions

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any term or condition in this Agreement conflicts with the City's personnel policies, the terms and conditions of this Agreement will prevail.

D. This Agreement shall become effective commencing October 12, 2020, and any subsequent amendment to the Agreement shall be binding and effective upon the execution of such amended agreement.

E. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

F. Non-disparagement**.** Following the Employee's term of employment, the Employee and Employer shall not disparage or make negative comments about each other. Notwithstanding the foregoing, nothing in this paragraph shall prohibit the Employee or Employer from providing truthful testimony in any judicial or administrative matter, or otherwise making truthful statements required by law, by any regulatory authority or organization.

IN WITNESS WHEREOF, the City of Norcross, GA has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

	ATTEST:
Date:________________________	
______________________________	______________________________
CRAIG NEWTON Mayor	MONIQUE LANG City Clerk
	______________________________
Date:_________________________	ERIC R. JOHNSON