# City of Norcross

*65 Lawrenceville Street*
*Norcross, GA 30071*

## Meeting Agenda

**Monday, May 16, 2022**

**6:30 PM**

**2nd Floor Conference Room**

## Policy Work Session

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

## A. Roll Call (recorded)

## B. Citizen Input

## C. Board Updates

## D. General Updates

## E. Council- General Discussion

## F. Board Appointments

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

*Discovery Garden Park Board*

*Parks, Green Spaces, & Trails Commission*

## G. City Manager's Report

## H. Items for Discussion

1. **22-6477** **Position Reclassification for Receptionist/Administrative Coordinator-** PWUP

Approve budgeted position in Public Works, Utilities & Parks Department to Administrative Coordinator II.

Agenda Report - Position Reclassification

Job Description - PWUP Administrative Coordinator II

Job Description- PWUP Receptionist & Administrative Coordinator

2. **22-6478** **Sanitation Services Contract Amendment**

A recommendation to approve a one-year amendment to the exclusive contract with Waste Management for Solid Waste, Recycling, and Yard Waste Services. Consider an option to change residential bulk waste to a fee-based system scheduled and billed through Waste Management at an annual savings of $13,587 -- $3.00 annually per residential customer served.

Agenda Report- Sanitation Services Amendment

2022 Norcross Addendum # 10

3. **22-6479** **City Hall Roof Contractor Agreement**

A recommendation to approve a contractor agreement with CGS Waterproofing. CGS Waterproofing was the lowest responsive bidder.

Agenda Report - City Hall Roof Contractor Agreement

Contractor Agreement - CGS Waterproofing

Bid Tabulation

CGS- Requested Documents

CGS Company Information

4. 22-6480 **Budget Context and Considerations**

Consider how goals for current and future operating and capital budgets fit into historical context.

Agenda Report - Budget Considerations

Capital Budgets Presentation

5. 22-6481 **Annexation Discussion**

Receive a summary of potential General Fund Revenues and Expenditures associated with two potential annexation areas - the same area previously pursued in 2019 and 2020, and a smaller subset identified in 2021.

Agenda Report- Annexation Report

Annexation Budget Comparison

Map of 2019-20 Annexation Proposal

Annexation-option-2-v3-1

Annexation-option-2-v2-4

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

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

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

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

# City of Norcross

## Legislation Details (With Details)

| | | | |
|---|---|---|---|
| **File #:** | 22-6477 | **Version:** | |
| **Type #:** | Agenda Item | **Status:** | Agenda Ready |
| **On Agenda:** | 5/16/2022 6:30 PM | **In Control:** | Policy Work Session |
| **Title:** | Position Reclassification for Receptionist/Administrative Coordinator- PWUP | | |

**Sponsors:**

**Code Sections:**

**Attachments:**

1. Agenda Report - Position Reclassification
2. PWUP Administrative Coordinator II
3. PWUP Receptionist & Administrative Coordinator

**Title**
**Position Reclassification for Receptionist/Administrative Coordinator- PWUP**

**Drafter**
**Camille Washington**

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

# Agenda Report

**To:** Mayor and Council

**From:** Camille Washington

**Meeting Date:** May 16, 2022 – Policy Work Session

**Item No.:** 22-6477

**Title:** Position Reclassification

**CC:** Eric Johnson

---

**Recommendation:** Approve the reclassification of the existing Public Works Receptionist/ Administrative Coordinator position to Administrative Coordinator II.

**Background:** The Receptionist/Administrative Coordinator position job title has changed to Administrative Coordinator II. Several job duties from the former Executive Coordinator/Capital Projects position were reassigned to reflect the current job responsibilities of the Administrative Coordinator II. These responsibilities include purchase order process, Accounts Payable invoices process, Request Tracker ticket responses, and worker orders.

**Financial Impact:** There will be no financial impact relative to this position reclassification as the position is already budgeted.

**Consistent with Comprehensive Plan?** Yes, the position reclassification falls under Goal 4 of the Comp Plan to Maintain a Vibrant Economy and Continue to Facilitate Job Growth.

**Next Steps:** None.

**Attachments:** Job Description- PWUP Receptionist/Administrative Coordinator
Job Description - PWUP Administrative Coordinator II

**Update:** N/A

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*

**POSITION DESCRIPTION**

| | |
|---|---|
| **Title:** Administrative Coordinator II – Utilities | |
| **Level:** | |
| **Department:** PWUP | |
| **Position Summary:** The purpose of this position is to courteously and efficiently operate the switchboard, greet visitors, answer routine questions and perform a variety of secretarial and clerical tasks.<br><br>The incumbent in this position will perform routine clerical and secretarial work such as answering telephones, receiving the general public, providing customer assistance, data processing and recordkeeping. Responsibilities include answering the office telephone system and directing calls accordingly. While working within a fast-paced environment, courteously greets and directs citizens and responds to inquiries from employees. | |
| **Reports to:** Public Works Superintendent | |
| ☒ **Full-time**<br>☐ **Part-time** | ☒ **Nonexempt**<br>☐ **Exempt** |

**Essential Duties and Responsibilities:**

- Answers City of Norcross telephone system at the Lively location, directs calls efficiently, and delivers messages to the appropriate department.
- Greets and receives visitors, provides general information, and answers general questions. Refers visitors, as needed, to appropriate person, official, or department.
- Supports superintendents with administrative duties such as composing, typing, and editing correspondence, reports, memoranda and other documents.
- Coordinates and collaborates with departments, divisions, and outside agencies. Provides general information on departmental operations and acts as a liaison between the public and department staff.
- Print and analyze monthly budget reports
- Prepares agenda items for public meetings and hearings
- Annual Budget Preparation, including a request for Capital Items
- Responsible for city website Request Tracker ticket response system
- Coordinate emergency weather preparations of PWUP overnight stays.
- Coordination of Department events, meetings, and training, including hotel arrangements.
- Coordinating Community Involvement activities, special events, and meal arrangements.
- Keeps all City employees informed on facility changes/upgrades and announcements.
- Maintains the electronic document storage system for Public Utilities
- Prepares and meters outgoing mail; sorts and distributes incoming mail.
- Duplicates and distributes materials.
- Operates office machines as required.
- Maintains office supply inventory.
- Enters all work orders associated with Public Works.

- Enters purchase orders into INCODE.
- Ability to use discretion and maintain confidences.
- Coordinates Employee of the Month activities.
- Reconciles A/P statements with invoices.

**Education and/or Work Experience Requirements:**

- Graduation from high school or GED equivalent with specialized course work in general office practices such as typing, filing, accounting and bookkeeping.
- 2 years of progressively responsible related experience. Equivalent combination of education and experience.

**Additional Duties and Responsibilities:**

Any other duties as assigned by the Assistant City Manager or a Division Superintendent.

**Scope and Impact:**

Position is the first point of contact for visitors and residents when entering the Utilities Office. The position provides secretarial and clerical support to the City by acting as the liaison between the public and staff. Successful performance contributes to the smooth operation of the department and a positive public image for the city.

**Communications/Customer Contact:**

Contact is typically with the general public, co-workers, and other city employees. The nature of the interaction is generally to give and exchange information and provide customer service.

**Competencies:**

- Software knowledge, including but not limited to: MS Office, the email system and HiperWeb.
- Knowledge of modern office procedures and equipment.
- Knowledge of the basic operations of all city departments.
- Skill in the use of multi-line phone system.
- Skill in organizing work and maintaining reports and files.
- Skill in the use of correct grammar and performing basic mathematical functions.
- Skill in dealing with the public.
- Skill in oral and written communication.
- INCODE proficient

**Working Conditions:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The work is typically performed with the employee sitting, standing, talking, crouching or stooping, and hearing.

- The employee must occasionally walk; use hands and fingers to feel, handle, or operate objects, tools, or controls; and reach with hands and arms.
- The work is typically performed in an office.
- The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The noise level in the work environment is usually low.

**Limitations and Disclaimer:**

The above position description is meant to describe the general nature and level of work being performed. It is not intended to be an exhaustive list of all responsibilities, duties and skills required for the position.

All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This position description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform other job-related duties requested by their supervisor in compliance with Federal and State Laws.

Requirements are representative of minimum levels of knowledge, skills and/ or abilities. To perform this position successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently. Continued employment remains on an "at-will" basis.

| Acknowledgement of Receipt and Understanding | |
|---|---|
| **Employee (print name):** | |
| **Employee Signature:** | **Date:** |
| **Approved by Department Head:** | |
| **Received by Human Resources:** | |

POSITION DESCRIPTION

| | |
|---|---|
| **Title:** Receptionist and Administrative Coordinator – Utilities | |
| **Level:** | |
| **Department:** PWUP | |
| **Position Summary:**<br>The purpose of this position is to courteously and efficiently operate the switchboard, greet visitors, and answer routine questions and perform a variety of secretarial and clerical tasks.<br><br>The incumbent in this position will perform routine clerical and secretarial work such as answering telephones, receiving the general public, providing customer assistance, data processing and recordkeeping. Responsibilities include answering the office telephone system and directing calls accordingly. While working within a fast-paced environment, courteously greets and directs citizens and responds to inquiries from employees. | |
| **Reports to:** Public Works Superintendent | |
| ☒ **Full-time**<br>☐ **Part-time** | ☒ **Nonexempt**<br>☐ **Exempt** |

**Essential Duties and Responsibilities:**

- Answers City of Norcross telephone system at the Lively location, directs calls efficiently, and delivers messages to the appropriate department.
- Greets and receives visitors, provides general information, and answers general questions. Refers visitors, as needed, to appropriate person, official, or department.
- Composes, types and edits correspondence, reports, memoranda and other documents for office personnel.
- Prepares and meters outgoing mail; sorts and distributes incoming mail.
- Duplicates and distributes materials.
- Operates office machines as required.
- Maintains office supply inventory.
- Enters all work orders associated with Public Works.
- Enters purchase orders into INCODE.
- Reconciles A/P statements with invoices.

**Education and/or Work Experience Requirements:**

- Graduation from high school or GED equivalent with specialized course work in general office practices such as typing, filing, accounting and bookkeeping.
- 2 years of progressively responsible related experience. Equivalent combination of education and experience.

**Additional Duties and Responsibilities:**

Any other duties as assigned by the Assistant City Manager or a Division Superintendent.

**Scope and Impact:**

Position is the first point of contact for visitors and residents when entering the Utilities Office. The position provides secretarial and clerical support to the City by acting as the liaison between the public and staff. Successful performance contributes to the smooth operation of the department and a positive public image for the city.

**Communications/Customer Contact:**

Contact is typically with the general public, co-workers, and other city employees. The nature of the interaction is generally to give and exchange information and provide customer service.

**Competencies:**

- Software knowledge, including but not limited to: MS Office, the email system and HiperWeb.
- Knowledge of modern office procedures and equipment.
- Knowledge of the basic operations of all city departments.
- Skill in the use of multi-line phone system.
- Skill in organizing work and maintaining reports and files.
- Skill in the use of correct grammar and performing basic mathematical functions.
- Skill in dealing with the public.
- Skill in oral and written communication.

**Working Conditions:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The work is typically performed with the employee sitting, standing, talking, crouching or stooping, and hearing.
- The employee must occasionally walk; use hands and fingers to feel, handle, or operate objects, tools, or controls; and reach with hands and arms.
- The work is typically performed in an office.
- The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The noise level in the work environment is usually low.

**POSITION DESCRIPTION**

| |
|---|
| **Limitations and Disclaimer:**<br><br>The above position description is meant to describe the general nature and level of work being performed. It is not intended to be an exhaustive list of all responsibilities, duties and skills required for the position.<br><br>All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.<br><br>This position description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform other job-related duties requested by their supervisor in compliance with Federal and State Laws.<br><br>Requirements are representative of minimum levels of knowledge, skills and/ or abilities. To perform this position successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently. Continued employment remains on an "at-will" basis. |

| **Acknowledgement of Receipt and Understanding** | |
|---|---|
| **Employee (print name):** | |
| **Employee Signature:** | **Date:** |
| **Approved by Department Head:** | |
| **Received by Human Resources:** | |

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

# City of Norcross

## Legislation Details (With Details)

| | | | |
|---|---|---|---|
| **File #:** | 22-6478 | **Version:** | |
| **Type #:** | Agenda Item | **Status:** | Agenda Ready |
| **On Agenda:** | 5/16/2022 6:30 PM | **In Control:** | Policy Work Session |
| **Title:** | Sanitation Services Contract Amendment | | |

**Sponsors:**

**Code Sections:**

**Attachments:**

1. Agenda Report- Sanitation Services Amendment
2. 2022 Norcross Addendum # 10

**Title**
**Sanitation Services Contract Amendment**

**Drafter**
**Mary Beth Bender**

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

# Agenda Report

**To:** Mayor and Council

**From:** Mary Beth Bender

**Meeting Date:** May 16, 2022 – Policy Work Session

**Item No.:** 22-6478

**Title:** Sanitation Services Contract Amendment

**CC:** Eric Johnson

---

**Recommendation –** Approve a one-year amendment to the exclusive contract with Waste Management for Solid Waste, Recycling, and Yard Waste Services. Consider an option to change residential bulk waste to a fee-based system scheduled and billed through Waste Management at an annual savings of $13,587 -- $3.00 annually per residential customer served.

**Background –** The current contract for waste services between Waste Management and the City of Norcross will expire on August 31st, 2022. Mayor and Council previously voted to extend the contract rather than initiate a request for proposals (RFP) due to existing market conditions that reflect higher wages, fuel costs, disposal/landfilling costs, and equipment costs, as well as supply chain disruptions. The City bills residential customers annually on their tax bill, while offering an exemption to those aged 62 and older. The City bills commercial customers monthly.

**Financial Impact –** Based on current customer counts, the annual cost to the City would increase from $4.0 million to $4.9 million – an increase of $0.9 million or 21.9%. Of that, the cost of residential service would increase $597,828 (69.9%) and the cost of front load service would increase $279,168 (22.5%). There is no increase in the City's current cost for roll off services, commercial hand pick up, and Skin Alley compactor billing. Actual charges to be billed to City customers will be determined by the City Council as part of the FY 23 budget process and include City administrative costs .

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



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*

**Next Steps –** Consider rates to be billed to residential and commercial customers as part of the FY 23 budget process.

**Attachments –** Fifth Addendum to the Exclusive Contract for Solid Waste, Recycling, and Yard Waste Services.

**Fifth Addendum to the Exclusive Contact for**

**Solid Waste, Recycling, and Yard Waste Services**

WHEREAS on September 1, 2004, the City of Norcross, Georgia acting by and through its duly elected Mayor and Council (hereinafter referred to as “the City”) and Waste Management, which has merged into Georgia Waste Systems, LLC, (hereinafter referred to as “the Contractor”) entered into that certain Exclusive Agreement (“the Agreement”) for Services pertaining to the collection of residential and commercial solid waste and recycling in the City, and

WHEREAS, on July 6, 2009, the City acting by and through its duly elected Mayor and Council agreed to the First Amendment to said contract extending the term until August 31, 2012, and modifying and amending the Agreement to include unlimited collection of yard waste among other improvements, and

WHEREAS, on August 1, 2011, the City acting by and through its duly elected Mayor and Council agreed to the Second Amendment to extend the contract terms until August 31, 2017, modifying and amending the Agreement to enhance the City’s recycling program and include other improvements, and

WHEREAS, on June 5th, 2017, the City and Contractor agreed to a Third Amendment extending the term to expire August 31, 2022, modifying and improving the City’s overall program to achieve maximum sustainability and to add yard waste service once a week instead of twice a week.

WHEREAS, on March 2nd, 2018, Mayor and Council voted to accept Contractor’s offer to enhance the City’s residential recycling program to once per week instead of once every other week starting June 1, 2018.

WHEREAS, on April 4th, 2022, Mayor and Council agreed to extend the terms for an additional year with this Fifth Amendment through August 31, 2023, with a rate adjustment effective September 1, 2022. Based on events beyond Contractor’s and City’s control, contract may be negotiated for additional terms upon mutual consent.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein set forth, the City and Contractor hereby agree to the terms of this Amendment as follows:

1. Ratification The City and Contractor agree that all other terms and conditions of the Agreement and First, Second, Third, and Fourth Amendment shall remain unchanged and in full force and effect other than as modified. Upon execution of the parties, this Amendment shall be attached to and form a part of the said Agreement.

2. Compensation Effective September 1, 2022, the Base Rate for Residential Service is $26.73 per month and the commercial rates are as follows:

| Size | 1 x week | 2 x week | 3 x week | 4 x week | 5 x week | 6 x week |
|---|---|---|---|---|---|---|
| 2 yard | $68.98 | $115.08 | $161.13 | $213.43 | $260.48 | $309.20 |

Attachment: 2022 Norcross Addendum # 10 (22-6478 : Sanitation Services Contract Amendment)

| | | | | | | |
|---|---|---|---|---|---|---|
| 4 yard | $90.37 | $155.89 | $219.86 | $361.49 | $383.37 | $420.24 |
| 6 yard | $114.07 | $200.60 | $287.09 | $375.27 | $460.14 | $554.76 |
| 8 yard | $137.84 | $248.12 | $358.18 | $468.46 | $578.65 | $688.75 |

3. All other rates and scope of services are unchanged except for the option of changing bulk waste to a fee system directly to residents of $25 per item for two items once per week on a pre-paid call in basis. If this option is selected, base rate changes to $26.48 per month.

_______________________________ By: _______________________________

Unofficial Witness Mayor

_______________________________ Attest: _______________________________

Waste Management

_______________________________ By: _______________________________

Unofficial Witness City Manager

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

# City of Norcross

## Legislation Details (With Details)

| | | | |
|---|---|---|---|
| **File #:** | 22-6479 | **Version:** | |
| **Type #:** | Agenda Item | **Status:** | Agenda Ready |
| **On Agenda:** | 5/16/2022 6:30 PM | **In Control:** | Policy Work Session |
| **Title:** | City Hall Roof Contractor Agreement | | |

**Sponsors:**

**Code Sections:**

**Attachments:**

1. Agenda Report - City Hall Roof Contractor Agreement
2. Contractor Agreement - CGS Waterproofing
3. Bid Tabulation
4. CGS - Requested Documents
5. CGS Company Information

**Title**
**City Hall Roof Contractor Agreement**

**Drafter**
**Mary Beth Bender**

**Presenter**
**John Davis**

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

# Agenda Report

**To:** Mayor and Council

**From:** Mary Beth Bender

**Meeting Date:** May 16, 2022 – Policy Work Session

**Item No.:** 21-6479

**Title:** **City Hall Roof Contractor Agreement**

**CC:** Eric Johnson

---

**Recommendation:** To approve contractor agreement with CGS Waterproofing. CGS Waterproofing was the lowest responsive bidder.

**Background –** The City has spent thousands of dollars patching and repairing the roof at City Hall. There are many cracks which continue to leak. The thickness of the top coating is not consistent and needs to be redone. Leakage has caused damage to equipment, furniture, walls, and carpet throughout the building, including the server room. Immediate action was recommended to prevent further damage. Funds were allotted for the project in our Capital Projects account (2021-2022 Budget).

**Financial Impact:** Project Award Amount $78,500.00. Approved Capital Funding Amount $160,079, 2021-2022 Budget. The project will be funded from remaining SPLOST dollars.

**Consistent with Comprehensive Plan?** Yes, City Hall provides essential services to the community and falls under SUSTAINABILITY & QUALITY OF LIFE - Public Services & Civic Groups. It is imperative that City Hall is able to function and serve our community. To maintain quality life, safety, & security, City Hall must be operational and not negatively impacted by roof leakage.

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*

**Next Steps:** City of Norcross & CGS Waterproofing to sign Contractor Agreement and move forward with the roofing project.

**Attachments:**
Contractor Agreement
Bid Tabulation Sheet
CGS Bid Documents

*Contractor Agreement*

## AGREEMENT BETWEEN CGS WATERPROOFING

## AND THE CITY OF NORCROSS

## PROJECT: PWUP 22-03 CITY HALL ROOF REPLACEMENT

***Project Description***

***PROJECT SCOPE***
(11,500 Square Feet)

1. Mobilize to the job site and set up safety lines where required.
2. Remove and dispose of all existing single ply roofing, vertical flashings, and roof accessories, to include spray foam installed at penetrations and curbs down to the pre-sloped metal deck.
3. Remove and dispose of existing metal counterflashing.
4. During the removal of counterflashing around the perimeter, the metal wall panels will be left in place.
5. Install 2 layers of 2.2" polyisocyanurate insulation with staggered joints, directly over the pre-sloped metal deck.
6. Both layers of insulation will be "gang fastened" to the metal deck using manufacturer standard fasteners and plates.
7. Install 60mil, White, TPO membrane over insulation. Material must have a specified SRI (solar reflectance index) of 75 and must be an Energy Star Certified product.
8. TPO membrane will be mechanically attached, through all layers of insulation, and down through the metal deck, using manufacturer standard fasteners and plates.
9. Install new TPO penetration and curb flashings. Flashings will be installed per manufacturer specifications.
10. Where the roof meets the metal wall panels, TPO membrane will be terminated at minimum required flashing heights, directly below the metal panels, and shop fabricated surface mounted counterflashing will be installed.
11. Install TPO slip sheets under all pipe support blocking.
12. Full site clean-up of all roofing related materials upon completion.

This AGREEMENT is made this _____________ day of _______________in the year two thousand twenty-two (2022) between **The City of Norcross**, hereinafter the "owner", and CGS Waterproofing (hereinafter the "Contractor") for the following Project.

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

A. SCOPE OF WORK:

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

Project to be completed in accordance with PWUP 22-03 and addendums; the project should begin within ten (30) working days after notification of contract award and notice to proceed.

***Other Provisions***

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

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

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

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

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

Contractor shall at its own expense obtain all permits necessary for the work to be performed.

Contractor agrees to remove all debris and leave the premises in broom clean condition. The City is contracted with Waste Management; thus the contractor must use their services for waste removal.

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

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

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

Contractor warrants all work for a period of twelve (12) months following completion.

The contractor further represents and warrants as follows:

1. Contractor at all times shall inspect and keep the work place safe for contractor's agents, employees and subcontractors and any licensee or invitee and any other third party who might otherwise come onto the work place. The work place shall be defined as that portion of the project which is, from time to time, under the control of Contractor for the purpose of performance of Contractor's work according to the agreement.

2. Contractor agrees to indemnify and hold owners harmless from any and all claims, actions, damages or litigation arising out of contractor's failure to perform under the terms and conditions within the agreement, including the payment of owner's attorney's fees. This indemnification further provides that contractor will be responsible for any cost associated with the completion of the project should such costs of completions (which includes all labor and materials) exceed the initial fee proposal and contract price.

A. ATTACHMENTS:

   1. Attachment "A" City of Norcross Request for Proposal and bid specifications – Project Description

   2. Attachment "B" Contractors Information

3. Attachment "C" E-Verify Contractor Affidavit

4. Attachment "D" SAVE Affidavit

5. Attachment "E" Performance & Payment Bond

B. FEE PROPOSAL:

1. The owner shall pay the contractor for the material and labor to be performed under the contract, the sum of seventy eight thousand five hundred dollars ($78,500.00), subject to change-order additions and deductions.

2. Payment Applications will be submitted by the 10th of each month. Payment will be made by the tenth of the following month.

3. Retainage will be held by the owner equal to 10 percent of each pay application, up to 50% of the contract amount. Retainage shall be paid in full upon completion of the work.

C. SCHEDULE:

1. CGS Waterproofing is prepared to begin work upon receipt of a signed contract and notice to proceed.

D. PROJECT INSPECTIONS:

1. The renovation project shall be inspected by the Norcross Department of Public Works or its contract engineering staff. These inspections shall be in addition to required inspection by the Department of Community Development.

E. TERMS AND CONDITIONS:

1. This Agreement shall be administered in accordance with the Terms and Conditions listed in Attachments. This Contract together with the exhibit identified herein, shall constitute the entire agreement between the City of Norcross and CGS Waterproofing in respect to the project and may only be modified in writing signed by both parties. Receipt of the signed agreement will serve as a notice to proceed.

2. This Agreement entered into as of the day and year first written above.

Attachment: Contractor Agreement - CGS Waterproofing (22-6479 : City Hall Roof Contractor Agreement)

F. INSURANCE REQUIREMENTS

The contractor shall maintain the following insurance: (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than $1,000,000.00 per occurrence, and property damage with limits of no less than $500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance; and (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than $50,000.00 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the City, and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the contractor shall deliver to the city a certificate or policy of insurance evidencing the contractor's compliance with this policy. The contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage; (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than $50,000.00 per occurrence.

Certificate Holder should read:

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

| CGS WATERPROOFING | CITY OF NORCROSS |
|---|---|
| ______________________________ | ______________________________ |
| (Signature) | Craig Newton, Mayor<br>(Signature) |
| ______________________________ | ______________________________ |
| (Printed name and title) | Craig Newton, Mayor<br>(Printed name and title) |
| ______________________________ | ______________________________ |
| (DATE) | (DATE) |

Attachment: Contractor Agreement - CGS Waterproofing (22-6479 : City Hall Roof Contractor Agreement)

______________________________ (SEAL)

______________________________ (SEAL)

Attest:

______________________________
Monique Lang, City Clerk

______________________________
(DATE)

______________________________

(SEAL)

Department of Public Works, Utilities & Parks
345 Lively Avenue, Norcross GA 30071
Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

# Bid Tabulation

## City Hall Roof Replacement, PWUP 22-03

Friday, April 29 @ 9:00 AM
Location: 345 Lively Avenue, Norcross, GA 30071

| Company Name | Bid Amount | All Requested Documents Submitted |
|---|---|---|
| Rycars Construction, LLC | $157,695.00 | |
| ACR Commercial Roofing | $118,163.00 | |
| CGS | $78,500.00 | |
| Exterior Solutions GA | $134,645.00 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attachment: Bid Tabulation (22-6479 : City Hall Roof Contractor Agreement)

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: City Hall Roof Replacement Date of Project: ____________

Legal Name of Contractor: CGS LLC

Address: 6040 Dawson Blvd Suite K City: Norcross State: GA Zip Code: 30093

Federal Work Authorization User Identification Number (E-Verify Number): 1414547 (4-6 digit numeric #)

Date of Authorization: 5-21-2019 **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] April 27,22 Joaquin Contreras /owner
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 27 DAY OF April 2022

Executed in Norcross (City), GA (State)

Alexandra Serna 2-9-26
NOTARY PUBLIC Signature My Commission Expires

ALEXANDRA SERNA NOTARY EXPIRES GEORGIA 02-09-2026 PUBLIC COWETA COUNTY

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

Attachment: CGS - Requested Documents (22-6479 : City Hall Roof Contractor Agreement)

# E-Verify

Company ID Number: 1414547

| Information Required for the E-Verify Program | |
|---|---|
| **Information relating to your Company:** | |
| Company Name | CGS LLC |
| Company Facility Address | 6040 Dawson Blvd<br>Suite F<br>Norcross, GA 30093 |
| Company Alternate Address | 6040 Dawson Blvd<br>Suite F<br>Norcross, GA 30093 |
| County or Parish | GWINNETT |
| Employer Identification Number | 364806618 |
| North American Industry Classification Systems Code | 236 |
| Parent Company | CGS Investments LLC |
| Number of Employees | 5 to 9 |
| Number of Sites Verified for | 1 |

# 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 Joaquin Contreras (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? passport.

**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, Joaquin Contreras (representative for) CGS
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

[signature] 4-27-22
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF April, 20 22

Executed in Norcross (City), GA (State)

Alexandra Serna 2-9-26
NOTARY PUBLIC Signature My Commission Expires

ALEXANDRA SERNA NOTARY EXPIRES GEORGIA 02-09-2026 PUBLIC COWETA COUNTY

References for CGS LLC

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

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

1. Company Name: City Schools of Decatur

   Description of Project: 6 Schools Re-Roof

   Completion Date: 2021-2022

   Contact Person: Sergio Perez

   Telephone: 404-683-3919 Fax:

   Email address: sperez@csdecatur.net

2. Company Name: City of Augusta

   Description of Project: Install roofing and gutter system on Appleby Library

   Completion Date: 8/18/2021

   Contact Person: Rick Acree

   Telephone: 706-821-1595 Fax:

   Email address: racree@augustaga.gov

3. Company Name: Felix Floyd

   Description of Project: Re-Roof of 3 facilities

   Completion Date: 10/8/2021

   Contact Person: Felix Floyd

   Telephone: 404-597-3217 Fax:

   Email address: felix.floyd@decaturga.com

City of Norcross
Department of Public Works, Utilities & Parks

**BID FORM**

**PWUP 22-03**

*This form is mandatory, and must be included in your bid, addressed to:*

City of Norcross
Attn: Melissa Zeigler
345 Lively Avenue
Norcross, GA 30071

1. **LUMP SUM BASE BID** $____78,500.00______________
2. **WET INSULATION UNIT PRICE - 440 sq. feet** $_______5.00____________ per sq. ft

Proof of product material pricing must be attached. The City of Norcross will allow up to $20,000 contingency amount for product material increases. Contractor must show proof of product increase.

Please note lead time on material. **15-30 DAYS (we have enough material in our warehouse as of 4/28/22)**

Please note expected completion date of project if awarded. **30 -45 DAYS AFTER AWARDED**

Written Amount: Seventy-eight thousand five hundred

Company: CGS

Authorized Signature/Date: ________ 4-27-22

Printed Name: Joaquin Contreras

Email: Joaquin@cgswaterproofing.com




Attachment: CGS - Requested Documents (22-6479 : City Hall Roof Contractor Agreement)

City Hall Roof Replacement
April 2022

CGS
WATERPROOFING


NORCROSS
a place to imagine

CGS Waterproofing
6040 Dawson Blvd. Suite K
Norcross GA 30093
404-234-0248
www.cgswaterprofing.com

## Cover Letter & Statement of Interest

Dear Members of the selection committee,

I write to you in response to the Request for Proposal PWUP 22-3 City Hall Roof Replacement. As a highly competent family-owned, minority certified and 'Contractor of the Year' awardee, CGS is the company that City of Norcross needs to successfully, and efficiently complete this project.

**The Team --** With more than 10 years in the market, CGS has a team of over 60 construction professionals, engineers, architects, designers and equipment operators. In every project, CGS has readily available Certified Waterproofing Specialists (CWS), Certified Structural Repair Specialists (CSRS), Master Roofer by GAF, Elite Roofer by IKO, Certified Installer by TREMCO Commercial Sealant and Waterproofing, Certified Applicator by POLYGLASS Roofing and Waterproofing systems, and Master Shingle Applicator through a CertainTeed. Being a certified installers gives our clients the peace of mind that not only we stand behind our warranty, but the product manufacturer does as well with a NDL warranty on every job completed by CGS.

**Our Promise --** As a team, we make sure to deliver state of the art services while, simultaneously, offering affordable prices. We offer quality materials, efficient use of our and our clients' time, sustainable practices and the minimization of the impact to the operating facilities. To achieve this level of excellency, CGS went through an array of training and experiences that led the team to form the perfect equation. Keeping change orders to the minimum is one of our goals, as well as delivering on time. Our specific plan of action considers every possible case scenario in order to be prepared for the unexpected. When presenting our response, please know that even the wildest situation has been considered and added to this pristine formula. We are always prepared; stayed in budget and delivered within the recommended timeframe. Most importantly, we pridefully take ownership of the success of your project and deliver a comprehensive solution that provides you with confidence along the way. Previously completed successful jobs in various municipalities and educational facilities are a litmus test of CGS workmanship.

**The Right Fit** -- Each professional brings relevant experience from former large to mid-size occupied buildings. From the beginning to the end of the of each project, every members in CGS plays a key role in the delivery of our services. Our team leads site investigation, schedule, manage and evaluate accordingly, thus creating a cohesive environment where all the parties involved work in a synchronized way to deliver a successful end-result.

**Awards/Acknowledgements** -- CGS was awarded contractor of the year 2021 by the Georgia Hispanic Construction Association. We strive to be the best choice for our clients. Keeping 5 starts rating on many rating platforms such as HomeAdvisor, Yelp, Google Reviews, Angie's List, Thumbtack and many more. As well as keeping an A+ rating from the Better Business Bureau.

As a family-owned business based on Norcross, we are excited to bid for the opportunity to share our passion for improving facilities.

Respectfully,

Joaquin Contreras

Joaquin Contreras,
CEO & Founder of CGS LLC

# Business Information

CGS is a minority-certified, family-owned construction company with over ten years of experience in the construction world. For the past ten years, we have been the “go-to” contractors for governmental agencies, private and public sector across Georgia. Founder and CEO, Joaquin Contreras envisioned the growth of CGS while he attended Georgia State University. As a business undergrad, Joaquin worked night and weekends in order to build his rolodex by providing quality workmanship. Nowadays, CGS does not only deliver state of the art services which encompasses quality materials, efficient use of time, sustainable practices and fair pricing but also an unbeatable experience. Rest assured that we are streamlined, informed and efficient in every step of the way.

**Point of Contact**: Joaquin Contreras
*Contractor of the Year*
*12 Years of Construction Experience*
*10 Years with CGS*

**Certifications:** Certified Waterproofing Specialists (CWS), Certified Structural Repair Specialists (CSRS), Master Roofer by GAF, IKO, Certified Installer TREMCO Commercial Sealant and Waterproofing, Certified Applicator by POLYGLASS Roofing and Waterproofing systems, and Master Shingle Applicator through a CertainTeed

**E-mail**: joaquin@cgswaterproofing.com

**Telephone**: 404-234-0248

**Address**: 6040 Dawson Blvd Suite K
Norcross, GA 30093

**Number of years in business**: 10

**D-U-N-S® Number**: 106601835

**State**: Georgia

**Ownership:** Domestic Limited Liability Company

Control No.: 15015533

**STATE OF GEORGIA**
**Secretary of State**
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

**CERTIFICATE OF ORGANIZATION**

I, **Brian P. Kemp,** The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**CGS LLC**
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **January 30, 2015** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

**WITNESS** my hand and official seal in the City of Atlanta and the State of Georgia on February 13, 2015

STATE OF GEORGIA 1776

Brian P. Kemp
Secretary of State

GWINNETT COUNTY • GEORGIA • ESTABLISHED 1818

**Gwinnett County Licensing and Revenue**
446 W. Crogan Street
Lawrenceville, GA 30046

2022
NOT TRANSFERABLE

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued: **February 9, 2022**
Expires: **March 31, 2023**
Certificate Number: **2022190190**
Fee: **$488.40**

Business Name: **CGS LLC**
Description: **All Other Specialty Trade Contractors**

MAIL TO:
**CGS LLC**
**6040 DAWSON BLVD K**
**NORCROSS GA 30093-1249**

Business Location
**6040 DAWSON BLVD**
**STE F**
**NORCROSS GA 30093-1258**

Only valid at this location and when location conforms to Gwinnett County Ordinance

Attachment: CGS Company Information (22-6479 : City Hall Roof Contractor Agreement)

CGS

# Project Team and Personnel Capabilities

**Joaquin Contreras - CEO / Founder**
*Certifications: GAF, IKO and Master Shingle Applicator through a CertainTeed*


•Joaquin Contreras is a Georgia State University graduate with a decade worth of construction experience up his sleeve. From residential to commercial projects, Joaquin has seamlessly transitioned to contracting with governmental agencies, such as projects with City School of Decatur, Fulton County, DeKalb County and also many in the private sector.
• With such a diverse portfolio and a decade of experience, Joaquin can foresee the unexpected thus allowing him to be an avid problem-solver and a hands-on leader at CGS.
•He manages the project managers and ,at times, the superintendents on site, oversees pricing and strategy development.
•Joaquin has an ongoing presence during projects therefore, when it comes to mid-size and large projects, he will ultimately be the point of contact. Specially if we were to be awarded the CSD project.

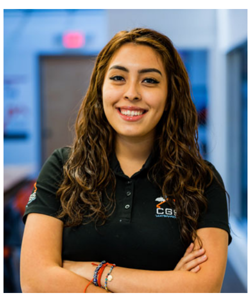

**Humberto Contreras- Vice- President/ Co-Founder**
*GAF, CertainTeed and IKO certified*
•Humberto Contreras obtained a bachelor's degree in Industrial Engineering. Possessing an engineering background has allowed Humberto to play a key role in crew operations and system development.
•As a project manager, Humberto oversees the project superintendents implementing projects throughout different locations
•Humberto's role with the company/project will be to coordinate between superintendent and crews to ensure daily operations run smoothly. He handles operations with our clients and assigns projects and routes to our crews.
•Humberto runs individual daily inspections, and as requested, jointly with the client

Attachment: CGS Company Information (22-6479 : City Hall Roof Contractor Agreement)

# Project Team and Personnel Capabilities

**Edward Bakhos- Project Superintendent**
Edward Bakhos is a Business management major with a focus on construction management. His journey began as a field worker and soon progressed to project superintendent. In CGS consist of delivering materials, communication with the crew and project managers, and ensuring day-to-day operations run as smooth as possible.

**Carlos Martinez- Project Superintendent & Roof specialist**
Carlos Martinez is our GAF certified roof specialist. After working in labor for five years, Carlos specializes in not only residential, but also commercial roofing. He has replaced roofs of multiple Home Depots nationwide, factories, hospitals all over the Southeast. After countless successful commercial projects, Carlos now specializes in commercial roofing. He is responsible for communicating any issues, accommodating plans due to weather, and managing our teams.



**Valeria Contreras- Office Manager/ Data Analyst**
Valeria Contreras is our office manager. She deals with all administrative duties such as receivables, accounts payable, and coordinates with all project managers on scheduling projects. She specializes in customer service and makes it her mission to make all processes run smoothly. Valeria also is in charge of choosing the best software available in the market. She is involved with all the technological aspects of the company.

**Dexter Jerome Brantley - General Contractor –** Over two decades of GC experience. Dexter has been a key piece in CGS's success. He oversees building projects from initiation to completion. He has an innate ability to lead diverse teams. He is hands-on and works on the project to ensure that it is completed per specifications.

**Mia Castillo- Accountant/Bookkeeper :** Mia is our bookkeeper and expeditor. She has proficient knowledge on Quickbook, Microsoft Office and Buildertrend. She has been working with CGS for half a decade to help CGS with its administrative needs.

**Diego Contreras- OSHA certified inspector:** Diego Contreras is the OSHA certified project manager. He has worked with CGS since it first opened and has made it his mission to ensure all projects are completed efficiently and safely. His role is to make sure that all workers are safe when they complete any projects. She has done a diligent job since our workers have not suffered any work-related injuries.

**Fiorella Dimeceli- Architect :** Fiorella is a Kennesaw State University graduate with a bachelor in Architecture. She has close to a decade in experience and will be contacted when any architectural services are needed.

# Reference Projects

**Cobb County School District**
**RFP PO822**
**$800,00**

CGS recently got awarded RFP PO822 Roofing Time and Material to perform all coming roof leak repairs for all of Cobb County School District Facilities. CGS is the contractor in charge to perform all roof repairs, emergency roof leaks, and any roof maintenance needed by the county. CGS takes all safety measurements needed when it comes to working on schools with students in campus.

**Chattooga County School District**
**Summerville Middle School (December 2021)**
**$375,000**

Recently awarded roof replacement and gutters system. Safety measurement had to be taken to be able to work while school was in session. CGS's point of contact, Joaquin Contreras, and the project manager, Carlos Martines, encouraged discussion from the outset. By having an open discussion, we were able to determine the standards or issues to resolve; the statement of work was an excellent starting point providing the basis for both parties to identify the gaps, conditions, and expectations that needed to be addressed.

**City School of Decatur**
**RFP 21-002 Roofing Repair/ Replacement**
**$1,400,000**

CGS was awarded the replacement of 6 schools for City Schools of Decatur. CGS had to deal with a material shortage in the middle of COVID Pandemic, able to obtaining material within the time frame expected. Work was carefully coordinated with each school principal since the roofs had to be completed while student attended. The safety of our team and the students is number one priority for us. Roofs were completed with no incident and keeping change orders to the minimum.

**Augusta Richmond County**
**Appleby Roof and Gutter Replacement**
**$83,000**

CGS replaced the roofing system and gutters in this historic and very important building for Augusta Richmond County. Working hand to hand with the history committee to install a new roof while following all the historic regulations. New TPO and shingle roof was installed, all gutters and downspouts were replaced. No change orders were needed, and project was completed way ahead of the deadline

Attachment: CGS Company Information (22-6479 : City Hall Roof Contractor Agreement)

# Certificate of Insurance

ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/19/2022

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

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

| PRODUCER | |
|---|---|
| Global Ins - Duluth<br>3940 Peachtree Industrial Blvd Suite A<br>Duluth GA 30096 | CONTACT NAME: DAHIANA PEREZ<br>PHONE (A/C, No, Ext): (770) 622-3966 FAX (A/C, No): (770) 622-3968<br>E-MAIL ADDRESS: info@victoriains.net |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| CGS WATERPROOFING LLC | INSURER A : Crum & Foster Specialty Ins Co | |
| 6040 DAWSON BLVD STE K | INSURER B : PROGRESSIVE | 21792 |
| NORCROSS GA 30093 | INSURER C : Appalachian | |
| | INSURER D : Travelers Property Casualty Company of America | 13579 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY PRO-JECT LOC<br>OTHER: | | | BAK-63551-1 | 06/11/2021 | 06/11/2022 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[X] OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | 949153745 | 05/14/2021 | 05/14/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | UMBRELLA LIAB OCCUR<br>[X] EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | IMS6788123 | 01/19/2022 | 01/19/2023 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 4N303 | 06/07/2021 | 06/07/2022 | [X] PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

waterproofing services

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Dahiana Perez |

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

# Bond Letter

Viking Bond Service, Inc.

22601 N 19th Avenue
Phoenix, AZ 85027
888-2-SURETY (888-278-7389)
Phone: 623-933-9334
Fax: 623-933-9376
www.vikingbondservice.com

Re: CGS Waterproofing LLC
6040 Dawson Blvd., Suite K
Norcross, GA 30093

To Whom It May Concern,

We are pleased to advise that CGS Waterproofing LLC, through Philadelphia Insurance Companies, that we have agreed to provide CGS Waterproofing LLC with bonding limits of $500,000.00 for single bonds and an aggregate limit of $500,000.00. Philadelphia Insurance Companies is Rated "A++" (Superior) by the A.M. Best Company, and is also listed in the U.S. Treasury's Circular 570 of approved sureties to provide bonding on Federal projects.

Naturally, we reserve the right to review all requests for bonds on a case by case basis, and all bonds are subject to our normal underwriting guidelines, including but not limited to, acceptable contract terms, conditions, documentation, bond forms, and verification of financing at the time of the request.

Please understand that the purpose of this letter is to advise that CGS Waterproofing LLC qualifies to obtain bonding, but this letter is not acknowledgment or confirmation that any specific request or need for a bond has been reviewed or approved.

Respectfully,

**Elliot M. Storch**
Contract and Commercial Bond Specialist

**Viking Bond Service, Inc.**
1902 W. Union Hills Dr., #41460
Phoenix, AZ 85027

Phone: (623) 933-9334 ext.7254
Toll Free: (888) 278-7389 ext.7254
Fax: (623) 933-9376
elliots@vbsbond.com

License & Permit ◆ Contract Surety ◆ Fidelity

# Contractor of the Year

# Certifications

GAF

MASTER

COMMERCIAL ROOFING CONTRACTOR

## CGS Waterproofing LLC

is a Master Commercial Roofing Contractor for GAF

As a GAF Master, this contractor has demonstrated a commitment to installation excellence and continuous education. They have pledged to ensure that each customer receives their best choice in roofing.

GAF ID: 1131775 Valid Through: 02/2022 Member Since: 02/2021

Jim Schnepper
President and CEO, GAF

Bobby Fischer
VP, Contractor Programs, GAF

Guarantees offered

DIAMOND PLEDGE · SYSTEM PLEDGE · INTEGRATED ROOFING SYSTEM

CertainTeed

## Master Shingle Applicator™

This is to certify that

## Joaquin Contraras

is hereby recognized as a CertainTeed Master Shingle Applicator™ having passed the MSA test in the *CertainTeed Shingle Applicator's Manual.*

The MSA test is based on the *CertainTeed Shingle Applicator's Manual.* This publication discusses the complex requirements and recommendations for the installation of a high-quality shingle roof system. Renewal is required every two years by examining the updated information contained in the current edition of the *Shingle Applicator's Manual.*

Master Shingle APPLICATOR CertainTeed

Topics covered include the specific installation instructions for CertainTeed shingles, workmanship, estimating, roof ventilation, shingle underlayment, flashing specifications, and repairs.

Jay B. Bunch
Director, Contractor Programs

Valid through Mar 2, 2023

CertainTeed
SAINT-GOBAIN

Attachment: CGS Company Information (22-6479 : City Hall Roof Contractor Agreement)

# Certifications

Tremco Incorporated

TREMCO®
Commercial Sealants & Waterproofing

Local Office: 292 Old Rosser Rd, Stone Mountain, GA 30087 www.tremcosealants.com

**Chris Mayhew**
Senior Technical Sales Rep
P 800.551.9680
M 404.805.2739
cmayhew@tremcoinc.com

Joaquin Contreras
CGS Waterproofing
6040 Dawson Blvd, Suite K
Norcross, GA 30093

March 8, 2022

RE: Approved Applicator – Tremco Willseal 600

Dear Joaquin,
CGS is an approved applicator of Tremco's Willseal 600 product. Please feel free to contact me with any questions or concerns.

Sincerely,
Chris Mayhew, CDT, ABAA Certified
Senior Technical Sales
Tremco CPG

OEC-15133090

CERTIFICATE OF COMPLETION

OSHA EDUCATION CENTER

American Safety Council

DIEGO CONTRERAS

Has diligently and with merit completed a

OSHA 10-Hour Hazard Recognition for the General Industry Course
on 3/28/2018
from the OSHA Education Center and the American Safety Council Inc., and is awarded 1.0 IACET CEU.

Director: Jeffrey Pairan

ACCREDITED IACET PROVIDER

As an IACET Accredited Provider, American Safety Council Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard.

# Certifications

NMSDC
National Minority Supplier Development Council

THIS CERTIFIES THAT

## CGS LLC

* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 236220; 238170; 238130; 238160; 238190; 238910; 238990; 238140; 238310; 238340

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

| | | |
|---|---|---|
| 04/06/2021 | | AT241525 |
| **Issued Date** | | **Certificate Number** |
| | Jose Turkiewicz | Stacey Key |
| 04/30/2022 | NMSDC Board Chair | |
| **Expiration Date** | | **Stacey Key, President and CEO** |

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

## Some of our clients

City of Decatur®

Macon-Bibb County
Fort Hawkins Est. 1806
Forward Together
1823 · 2014 · 1822

Augusta
Georgia

Chattooga County
School District
Expect Success

City Schools Of Decatur

The City of Doraville
Diversity, Vitality, Community

City of Dunwoody
Georgia

DeKalb County
Georgia

Cobb County
School District

Attachment: CGS Company Information (22-6479 : City Hall Roof Contractor Agreement)

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

# City of Norcross

## Legislation Details (With Details)

| | | | |
|---|---|---|---|
| **File #:** | 22-6480 | **Version:** | |
| **Type #:** | Agenda Item | **Status:** | |
| **On Agenda:** | 5/16/2022 6:30 PM | **In Control:** | Policy Work Session |
| **Title:** | Budget Context and Considerations | | |
| **Sponsors:** | | | |
| **Code Sections:** | | | |

**Attachments:**

1. Agenda Report - Budget Considerations
2. Capital Budgets Presentation

**Title**
**Budget Context and Considerations**

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

# Agenda Report

**To:** Mayor and Council

**From:** **Paul Hanebuth**

**Meeting Date:** May 16, 2022 – Policy Work Session

**Item No.:** 22-6480

**Title:** **Budget context and considerations**

**CC:** Eric Johnson

---

**Recommendation: Consider how goals for current and future operating and capital budgets fit into historical context.**

**Background: Since actual SPLOST revenues have differed from projections and project priorities have changed over time, it is appropriate to take stock of all available potential funds available for capital projects and recalibrate associated budgets in accordance with current goals.**

**Financial Impact: none from the analysis itself**

**Consistent with Comprehensive Plan? Appropriation of city revenues, especially within capital budgets, will directly affect prioritization of and progress toward the six goals enumerated in the Comp plan.**

**Next Steps: Incorporate into discussions at the budget retreat May 26 and future budget discussions.**

**Attachments: Capital Budgets Presentation**

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



Attachment: Agenda Report - Budget Considerations (22-6480 : Budget Context and Considerations)

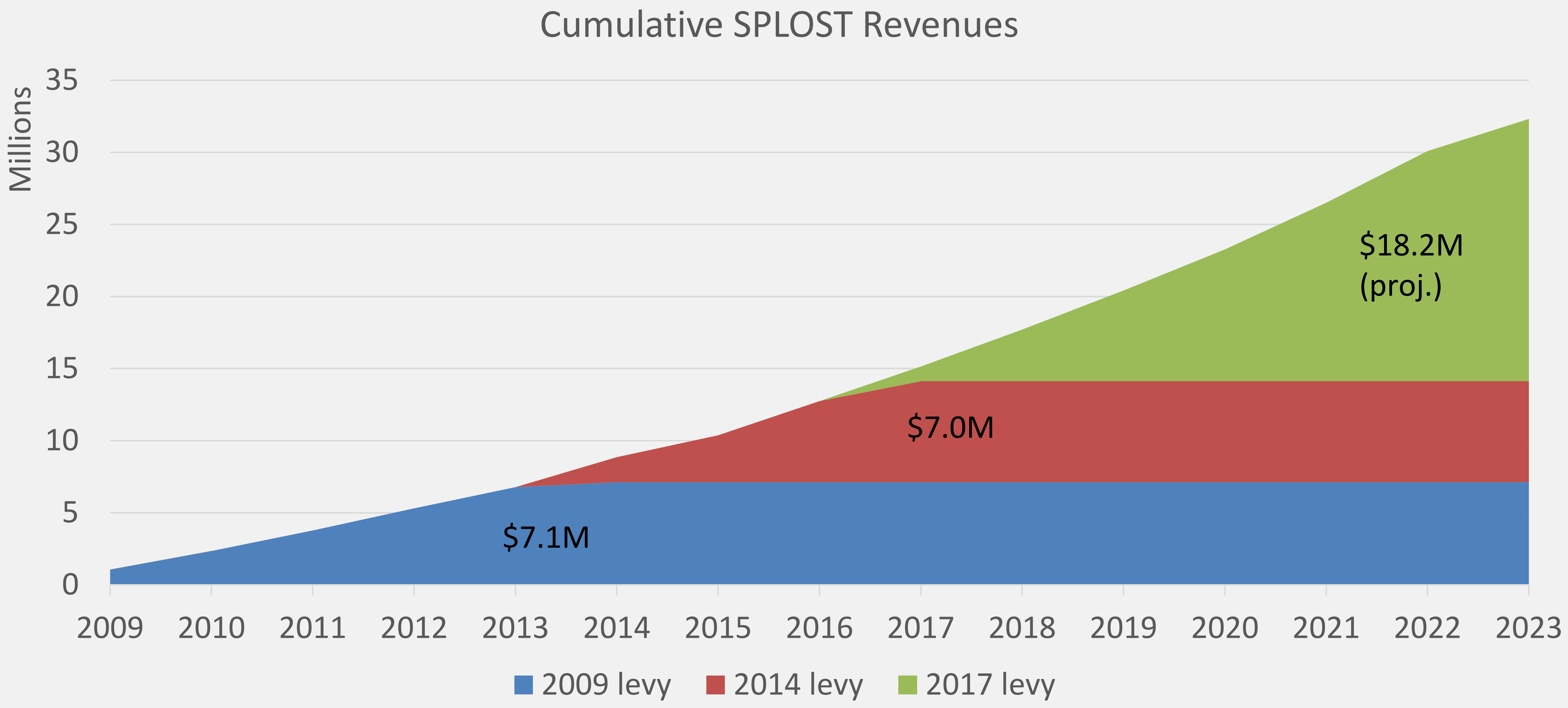
# Budget Considerations 2022-2023 City of Norcross

NORCROSS
a place to imagine

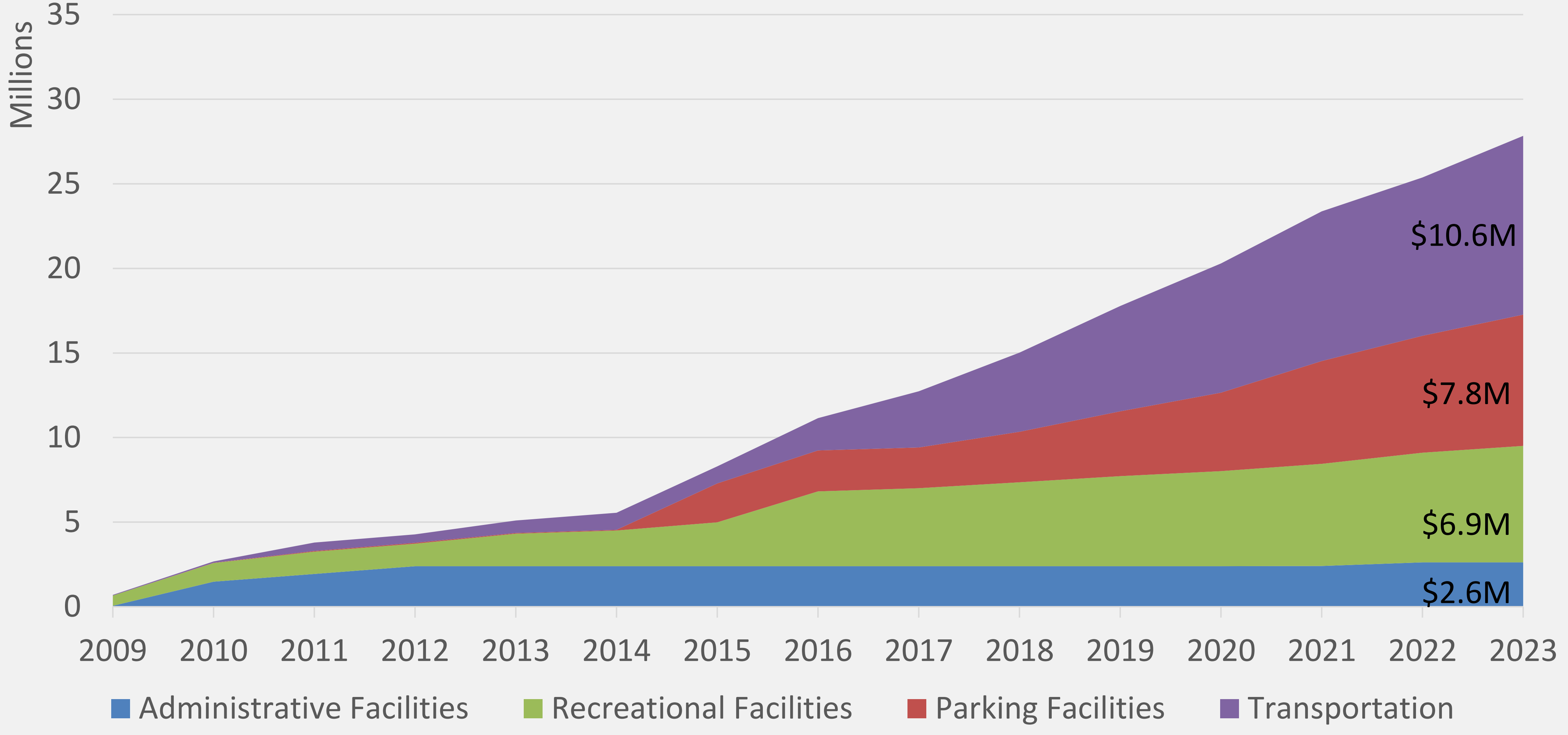
# Active SPLOST funds

| Fund | Estimated Revenue | Actual Revenue | Spent/ Committed |
|---|---|---|---|
| 2009 | 9,068,281 | 7,123,060 | 7,250,691 |
| 2014 | 7,871,906 | 7,406,866 | 5,698,214 |
| 2017 | 15,245,661 | 18,195,379 (projected) | 13,260,773 |

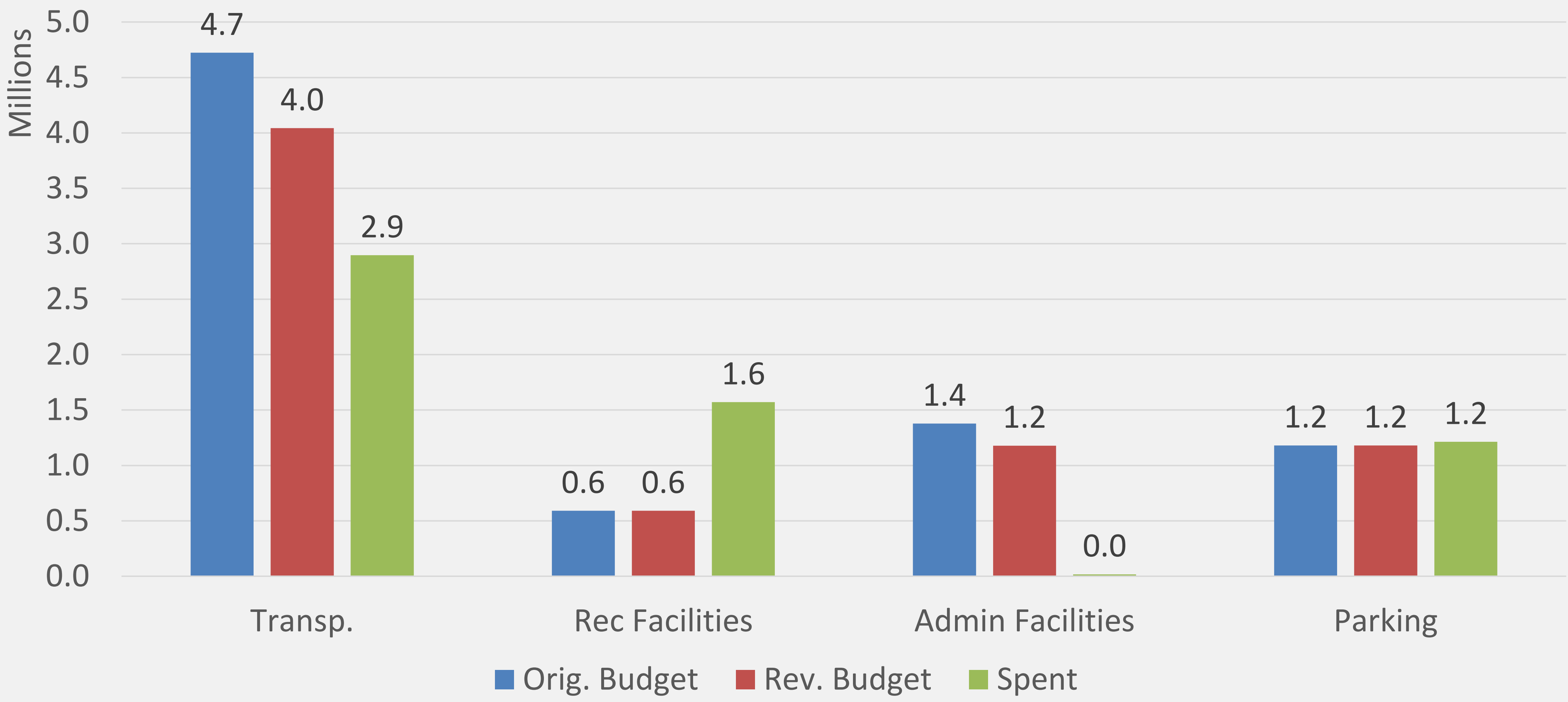
# Cumulative SPLOST Revenues



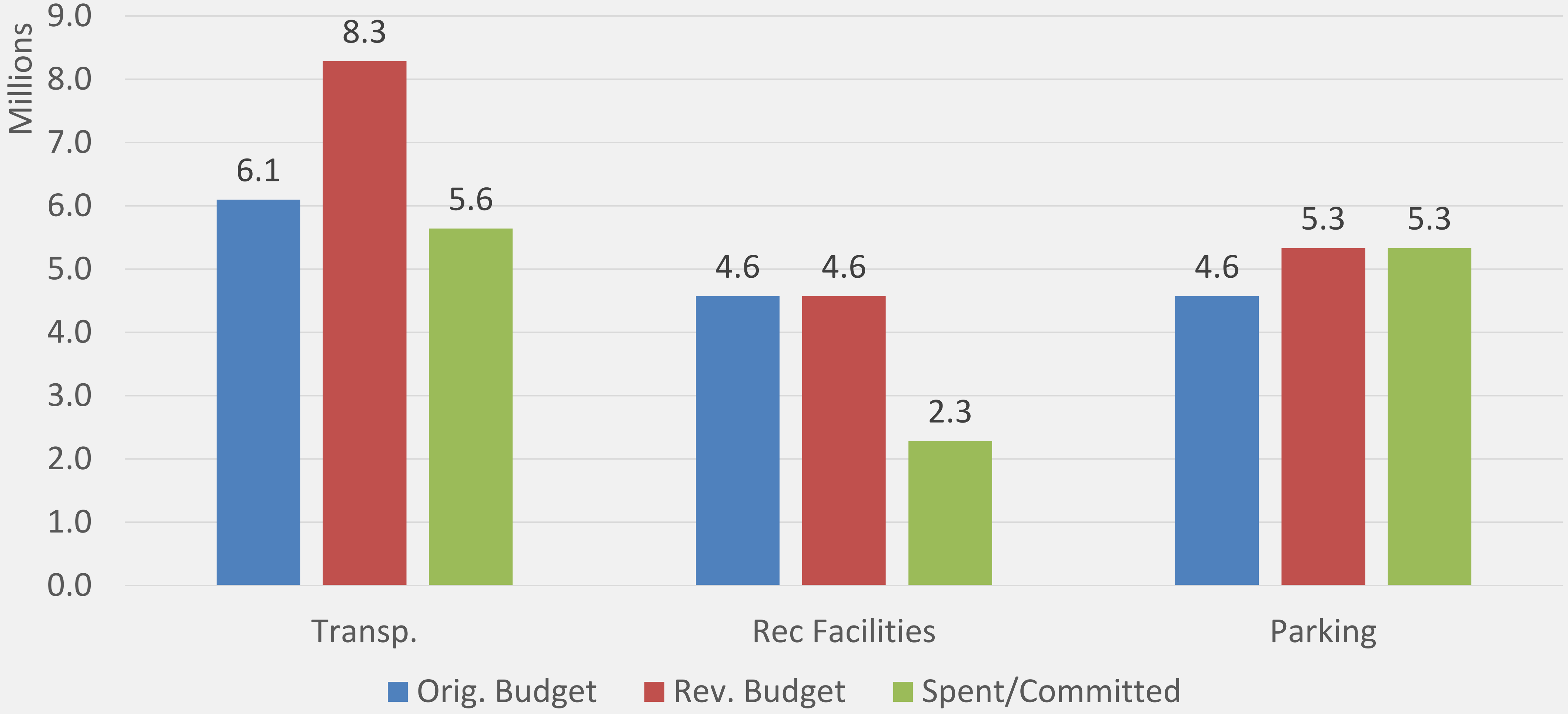
# Cumulative SPLOST Expenditures



# 2014 SPLOST Overview



# 2017 SPLOST Overview



# Current Capital Projects

| Project | Budgeted Cost | Funding Source |
|---|---|---|
| Mower, Backhoe | 101,267 | Capital Project Fund |
| Pergola Swings | 47,000 | Capital Project Fund |
| Library Landscaping | 77,000 | Capital Project Fund* |
| LWP Sod Replacement | 84,700 | Capital Project Fund |
| Document Digitization | 83,900 | Capital Project Fund |
| Facility Upgrades | 207,741 | 2014 SPLOST* |
| JD Park Design | 40,000 | 2017 SPLOST* |

*change in funding source

# Future Capital Projects

| Project | Budgeted Cost | Funding Source | Funding Source |
|---|---|---|---|
| 2020-21 LMIG Projects | 415,330 | *LMIG* 290,731 | *2014 SPLOST* 124,599 |
| 2022 LMIG Projects | 205,828 | *LMIG* 144,080 | *2014 SPLOST* 61,748 |
| Beaver Ruin Greenway | 11,000,000 | *ARC* 8,800,000 | *2014 SPLOST* 824,506 |
| | | *2017 Bond* 1,300,913 | *2017 SPLOST* 75,030 |

# Fund Balance Implication: 2014 SPLOST

| Item | Amount | Balance |
|---|---|---|
| Beginning Balance | | 1,715,684 |
| Facility Upgrades | 207,741 | 1,507,943 |
| LMIG matches | 186,347 | 1,321,596 |
| Greenway match | 824,056 | 497,539 |
| Remaining for Admin Facilities | 497,539 | 0 |

# Fund Balance Implication: 2017 SPLOST

| Item | Amount | Balance |
|---|---|---|
| Beginning Balance<br>*(includes future projected collections)* | | 8,160,130 |
| Debt Service | 3,123,776 | 5,036,354 |
| JD Park Design | 40,000 | 4,996,354 |
| Greenway match | 75,030 | <u>4,921,324</u> |
| Remaining for Rec Facilities<br>Remaining for Transportation | 2,328,047<br>2,593,277 | 0 |

# Fund Balance Implication: Capital Fund

| Item | Amount | Balance |
|---|---|---|
| Beginning Balance<br>*(includes future projected collections)* | | 1,000,000 |
| Mower, Backhoe | 101,267 | 898,733 |
| Pergola Swings | 47,000 | 851,733 |
| LWP Sod Replacement | 84,700 | 767,033 |
| Library Landscaping | 77,000 | 690,033 |
| Document Digitization | 83,400 | <u>606,633</u> |
| Remaining for Future Projects | 606,633 | 0 |

# Other Capital Projects

| Project | Budget | Funding Source |
|---|---|---|
| SW pipe relining | 4,100,000 | SW Fund, ARPA |
| Grants to non-profits | 480,000 | ARPA |
| Grants to Small Businesses | 672,000 | ARPA |
| Sidewalk trip hazards | 70,000 | CDBG |
| Buford/JCB intersection | 1,000,000 | 2014/17 SPLOST |
| County project F-1234 | 55,741 | 2014/17 SPLOST |
| RR pedestrian crossings | 400,000 | 2014/17 SPLOST |

# RedSpeed Capital Projects

| Project | Budget | Funding Source |
| --- | --- | --- |
| Park cameras/lighting | 24,608 | RedSpeed |
| Weather alert system | 196,295 | RedSpeed |
| CAD Software | 100,892 | RedSpeed |
| Speed studies | 51,000 | RedSpeed |
| PD vehicle replacement | 183,305 | RedSpeed |

# Capital Funds Summary

*Funds available after completing current projects*

| Capital Project Fund | 2014 SPLOST | 2017 SPLOST |
|---|---|---|
| Available: $606,633<br>Unrestricted | Available: $497,439<br>Restricted for Admin. Facilities | Available: $4,921,324<br>$2.33M – Rec. Facilities<br>$2.59M – Transportation |
| | | Total of potential future projects: $1,455,741 |

# Budget Considerations 2022-2023 City of Norcross

NORCROSS

a place to imagine

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

# City of Norcross

## Legislation Details (With Details)

| | | | |
|---|---|---|---|
| **File #:** | 22-6481 | **Version:** | |
| **Type #:** | Agenda Item | **Status:** | Agenda Ready |
| **On Agenda:** | 5/16/2022 6:30 PM | **In Control:** | Policy Work Session |
| **Title:** | Annexation Discussion | | |
| **Sponsors:** | | | |
| **Code Sections:** | | | |

**Attachments:**

1. Agenda Report- Annexation Report
2. Annexation Budget Comparison
3. Map of 2019-20 Annexation Proposal
4. Annexation_option_2_v3_1
5. Annexation_option_2_v2_4

**Title**
**Annexation Discussion**

**Drafter**
**Mayor Craig Newton and 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 MATT MYERS · COUNCILMEMBER ANDREW HIXSON · COUNCILMEMBER JOSH BARE
COUNCILMEMBER BRUCE GAYNOR · COUNCILMEMBER ARLENE BECKLES · CITY MANAGER ERIC JOHNSON · CITY CLERK MONIQUE LANG

# Agenda Report

**To:** Mayor and Council

**From:** Mayor Craig Newton and Eric Johnson, City Manager

**Agenda:** May 16, 2022 – Policy Work Session

**Agenda #:** 22-6481

**Item:** Potential Annexation Areas Financial Summary

---

**Recommendation:** Receive a summary of potential General Fund Revenues and Expenditures associated with two potential annexation areas – the same area previously pursued in 2019 and 2020, and a smaller subset identified in 2021.

**Background:** The City previously considered an annexation area between Jimmie Carter Boulevard and the Gwinnett County line at Doraville, and between Buford Highway and I-85 excluding County-owned land (OFS) at the intersection of Jimmie Carter and I-85. In 2021, Mayor and Council directed staff to also assess a second, smaller subset of that annexation area adjacent to Jimmie Carter. The attached financial summary assesses the two areas, and for two periods each: an 8-month startup period from the effective date of any annexation on January 1 through the end of that same City fiscal year ending August 31; and a subsequent full 12-month City fiscal year from September 1 through the following August 31. The examination of both periods for any annexation is important. The first period is one in which the City's primary general revenue – property taxes – would not be collected in an annexed area, along with some other annual revenues. It is also the period within which some startup costs would be incurred – equipment and vehicles. By contrast, the second period is indicative of ongoing annual revenues and costs. The methodology for revenues is similar to the 2019 study and 2020 update – largely based on population (including consideration of a larger daytime population) and then applying a multiplier to individual revenues. Updated, 2021 actual revenue collections within the City were used in those calculations. Property tax revenue, including personal property for commercial properties, is based on County data by parcel for 2021 in each potential annexation area.

The methodology for expenditures is also updated: City departments were asked to develop a proposed budget for each annexation area and for both the 8-month startup period and the subsequent annual budget. In developing those estimates, there was a particularly important step for the Police Department: data was obtained from Gwinnett County to assess staffing needs that

Attachment: Agenda Report- Annexation Report (22-6481 : Annexation Discussion)

was not previously available. To illustrate the significance, the 2019 study suggested that the large annexation area would require 12 positions within the Police Department upon passage of the annexation. The 2021-2022 analysis indicates the need for 18 positions for that same area -- while the smaller annexation proposal would require 9.

This analysis focuses on the General Fund, which is the funding source for most – but not all – services. It excludes the City's second large operating fund, the Electric Fund. Since both potential annexation areas are outside the service area for Norcross Power, there would be no impact on the Electric Fund of either annexation proposal. The Stormwater Fund is a second enterprise fund. An evaluation of existing fees is due regardless of whether an annexation is pursued. While the enterprise fund has built reserves based on current fees, deferred maintenance within Norcross has resulted in a significantly larger need for infrastructure investment that is being accomplished with a sizeable investment of American Rescue Plan Act of 2021 (ARPA) funding beginning this year. A preliminary look at the condition of infrastructure in the two proposed areas has not identified any critical short-term infrastructure needs, but a formal assessment would be appropriate should either annexation proposal move forward. A third enterprise is the City's solid waste/sanitation fund. The City's planned one-year extension of a contract with Waste Management will expire before any annexation takes effect and be replaced with a subsequent competitively-bid contract that will be reflected in citywide residential and commercial rates that cover costs. The small annexation proposal does not include any residential accounts, while the larger annexation area would require further consideration of how to handle residential accounts in the 8-month (January to August) start-up period, since residential solid waste fees are billed annually in September.

Population estimates for both areas are updated from estimates used as recently as 2021 due to the availability of detailed Census data. The estimated population is smaller in each area than previously estimated. The small annexation area had a 2020 population of 901. The larger annexation area had a 2020 population of 6,514.

**Financial Impact:** Four scenarios are reflected in the attached summary. Due to the lack of key revenues, both annexation areas would have a budget deficit in the 8-month startup period, ranging from $1.9 million for the small annexation to $2.5 million for the large annexation. On an ongoing basis, the small annexation area is projected to have an annual deficit of $1.0 million while the large annexation area is projected to have an annual surplus of $2.9 million. The analysis does not consider capital project funding which, in general, is not paid by the City's General Fund, but by other funding sources (SPLOST, grants, stormwater fees). Neither annexation would impact the City's anticipated receipts from the proposed 2023 SPLOST, but both would impact stormwater fees and grants. No financial consideration has been factored in at this stage for space requirements for staffing requirements, or to bring on staff prior to the effective data of either annexation proposal.

**Consistent with Comprehensive Plan?** Yes.

**Next Steps:** Should Mayor and Council select an annexation to pursue in the next legislative session, appropriate educational materials will be prepared. Also, it would be appropriate to conduct a more detailed assessment of roads through a pavement condition assessment similar to that completed for existing City roads, and to assess stormwater infrastructure using closed circuit television cameras (CCTV) as was used to prioritize City stormwater pipes.

## General Fund - showing the net change to the budget from either of two potential annexations

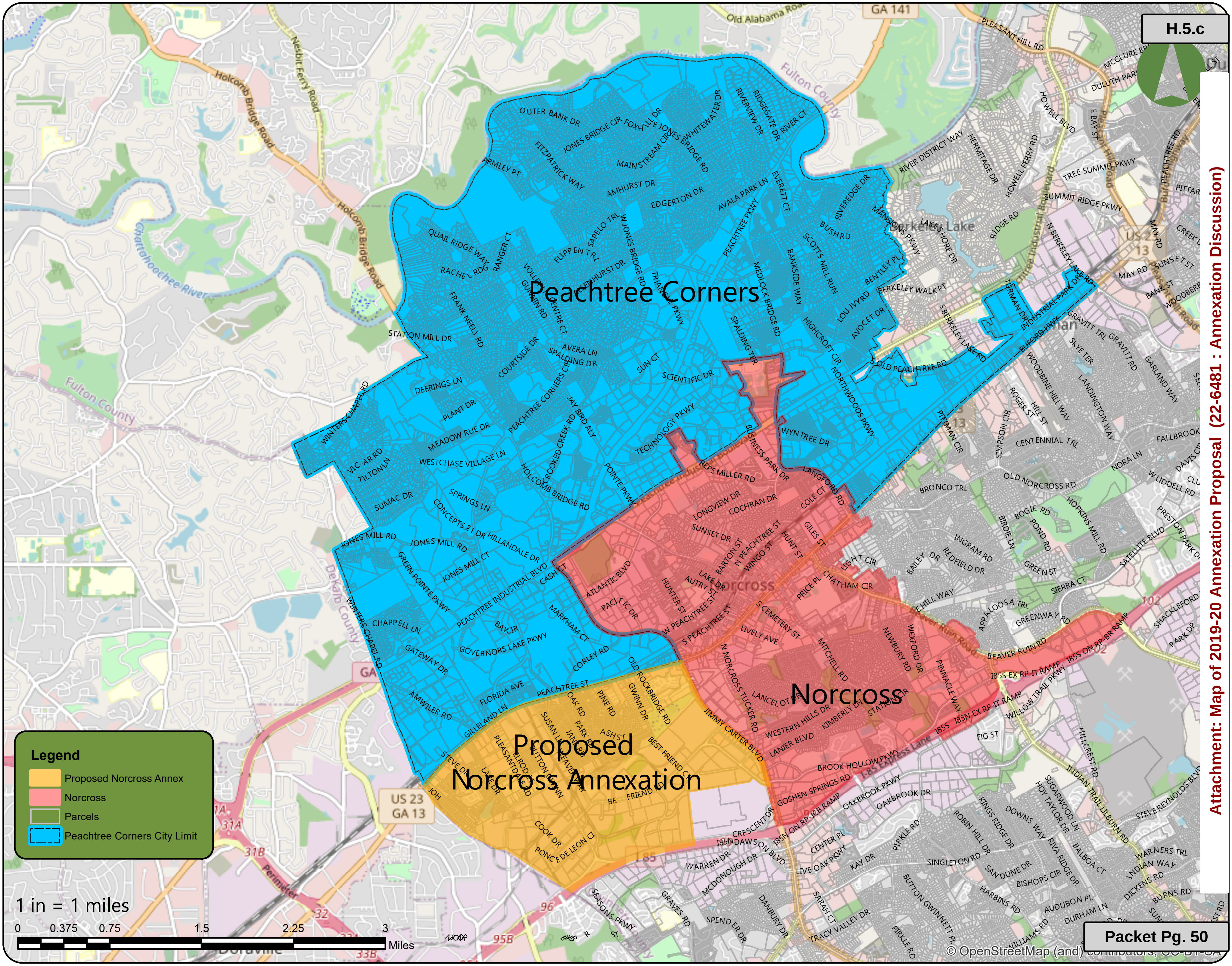
| | FY 21 | FY 22 | Budget, Small Annexation | | Budget, Large Annexation | | Small Annex. | Large Annex. |
|---|---|---|---|---|---|---|---|---|
| | Actuals | Budget | Jan - August | Annual | Jan - August | Annual | Positions | Positions |
| Property Taxes | $ 6,834,691 | $ 7,668,896 | $ - | $ 626,825 | $ - | $ 3,397,514 | | |
| Other Taxes | 3,901,360 | 3,503,380 | 78,014 | 302,263 | 564,022 | 2,185,283 | | |
| Licenses and Permits | 623,545 | 562,250 | 27,068 | 40,602 | 195,693 | 293,540 | | |
| Intergovernmental Revenue | 3,088,275 | 674,307 | - | - | - | - | | |
| Charges for Services | 75,805 | 115,990 | - | - | - | - | | |
| Fines and Forfeitures | 1,219,616 | 1,321,900 | 68,215 | 102,322 | 493,175 | 739,762 | | |
| Investment Income | 10,920 | 9,600 | - | - | - | - | | |
| Miscellaneous Revenue | 146,906 | 641,062 | - | - | - | - | | |
| **Total revenues** | **$ 15,901,118** | **$ 14,497,385** | **$ 173,297** | **$ 1,072,012** | **$ 1,252,890** | **$ 6,616,099** | | |
| Citywide | - | 637,095 | - | - | - | - | | |
| City Clerk | 214,162 | 252,155 | - | - | - | - | | |
| Mayor/City Council | 499,992 | 814,338 | 20,000 | 10,000 | 25,000 | 10,000 | | |
| City Manager | 282,037 | 232,053 | - | - | - | - | | |
| Administrative Services | 641,887 | 577,786 | - | - | 84,436 | 116,654 | - | 2 |
| Information Technologies | 1,073,773 | 1,289,381 | 101,943 | 126,805 | 116,476 | 174,670 | 1 | 1 |
| Human Resources | 189,279 | 238,356 | - | - | - | - | | |
| Municipal Court | 395,341 | 574,550 | 54,726 | 81,989 | 75,676 | 112,213 | 1 | 2 |
| Police Department | 5,640,911 | 5,524,459 | 1,242,932 | 963,962 | 2,589,470 | 1,960,495 | 9 | 18 |
| E911 Communications | 672,962 | 720,560 | - | - | - | - | | |
| Public Works | 2,147,960 | 2,414,787 | 169,449 | 278,449 | 310,532 | 461,098 | 2 | 4 |
| Culture and Recreation | 804,951 | 875,242 | - | - | - | - | | |
| Community Development | 742,242 | 858,692 | 440,000 | 660,000 | 513,333 | 770,000 | 2 | 3 |
| Economic Development | 172,895 | 410,996 | - | - | 43,400 | 65,100 | - | 1 |
| Debt Service | 322,500 | | | | | | | |
| **Total expenditures** | **$ 13,800,892** | **$ 15,420,450** | **$ 2,029,050** | **$ 2,121,205** | **$ 3,758,323** | **$ 3,670,230** | | |
| Transfers In | 538,840 | 923,065 | - | - | - | - | | |
| Transfers Out | - | - | - | - | - | - | | |
| Sale of Capital Assets | 41,767 | | | | | | | |
| **Other financing sources (uses)** | **$ 580,607** | **$ 923,065** | **$ -** | **$ -** | **$ -** | **$ -** | | |
| **Surplus (Deficit)** | **$ 2,680,833** | **$ -** | **$ (1,855,753)** | **$ (1,049,193)** | **$ (2,505,433)** | **$ 2,945,869** | | |
| **Total Positions** | | | | | | | **15** | **31** |

**Notes:**

Annexations are effective January 1 -- with 8 months remaining in the City's then current fiscal year.
The January through August budget impact would typically include startup costs -- equipment and vehicles.
The "Annual" budget would reflect a full year of operations.
Some revenues are collected annually -- e.g., property taxes, franchise fees and insurance premium taxes -- and would not be received in the January through August period.
No assumption is made for capital expenditures, which currently are not subsidized by the General Fund other than an annual match for LMIG funding.
No assumption is made for staffing costs *prior* to the effective date of an annexation -- i.e., hiring police officers to attend the police academy or to subsequently receive field training.
Revenues and Expenditures are based on current FY 22 receipts and costs. They are both subject to inflationary impacts.
While the 2019 Annexation Study built in a 15% "contingency" no such amount is included here.
Poplation used for revenue analysis is based on 2020 Census data: 901 for the small area and 6,514 for the large area. Both are lower than data used previously.
Neither annexation would impact 2023 SPLOST revenue, if approved.

5/16/2022

Attachment: Annexation Budget Comparison (22-6481 : Annexation Discussion)

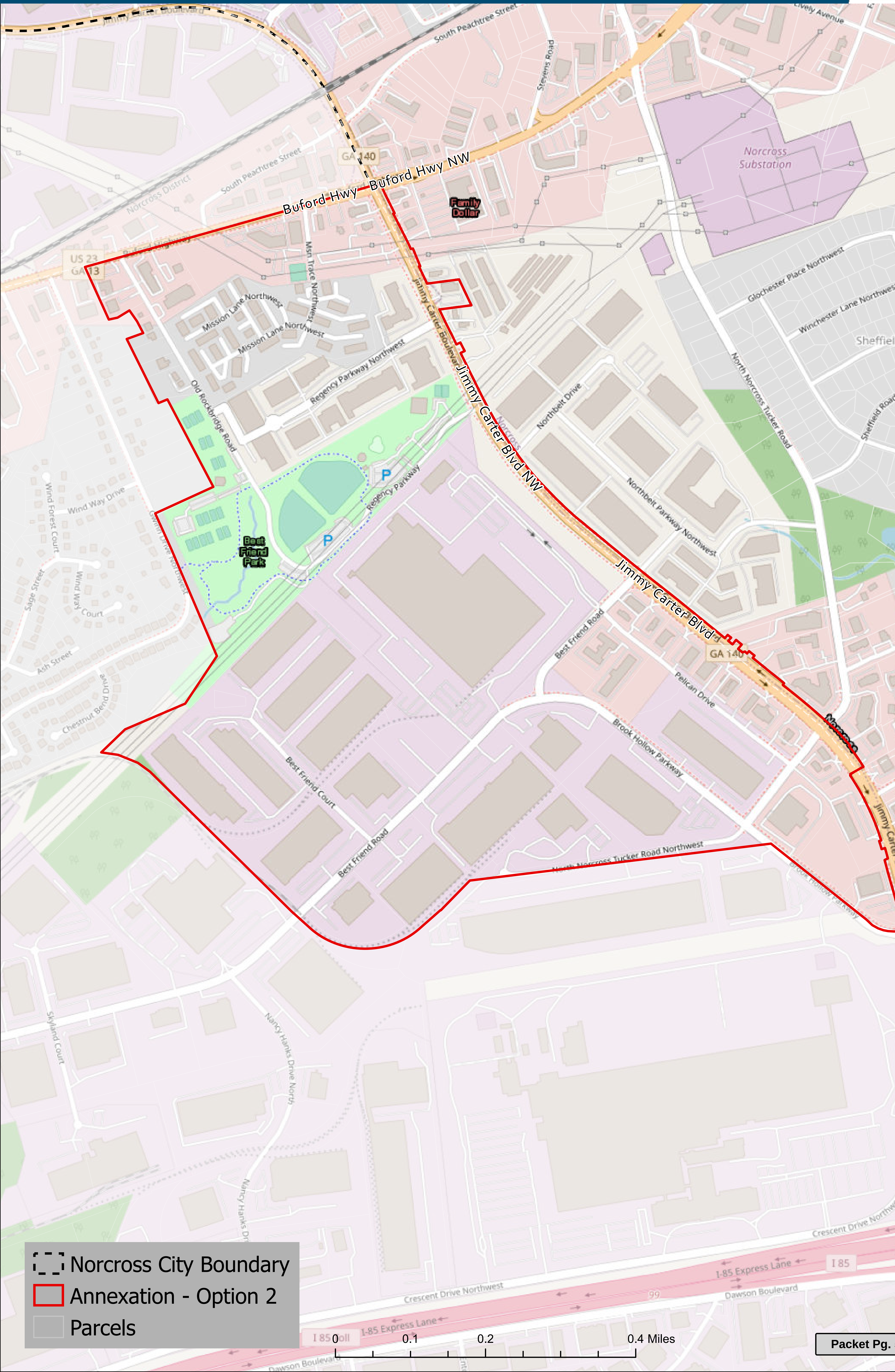



Attachment: Map of 2019-20 Annexation Proposal (22-6481 : Annexation Discussion)

# Norcross - Proposed Annexation


Attachment: Annexation_option_2_v3_1 (22-6481 : Annexation Discussion)

# Norcross - Proposed Annexation




Attachment: Annexation_option_2_v2_4 (22-6481 : Annexation Discussion)