

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, August 19, 2024

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 Marshall Cheek

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

* FY23 Audit Presentation - Toni Jo/Audit Representative

* Public Safety Building Update - Croft

* 125 Lawrenceville, Suite 400 - Jim Eyre

E. Council - General Discussion**F. City Manager's Report****G. Board Appointments****H. Items for Discussion****1. [24-7092](#) West Peachtree Street RFP**

Accept city staff's recommendation to move forward with Techie Homes at the proposed acquisition price, for the development of the 1.73-acre city-owned property on West Peachtree Street.

[Agenda Report - West Peachtree Street RFP](#)

[RFP ED 24-08 - West Peachtree Street Development](#)

[Design Guidelines Addendum](#)

[Question & Answer Addendum](#)

[Techie Homes RFP Response and Proposal](#)

2. [24-7098](#) Economic Development Millage

Review and discuss proposed economic development activities that could be paid for through the Economic Development special revenue fund.

[Agenda Report - Economic Development Millage](#)

3. [24-7096](#) Historic Pecan Tree Removal

Discuss the condition of the Pecan Tree in Betty Mauldin Park near the Champion Elm Tree and the plans for the Pecan Tree's removal.

[Agenda Report - Historic Pecan Tree Removal](#)

[SavATree Betty Mauldin Pecan 2022](#)

[City of Norcross-Tree Management Plan-Parks and Properties 2024](#)

[Integrity Tree Imaging Betty Mauldin Pecan \(002\)](#)

[Betty Mauldin Pecan Basic Tree Risk Assessment](#)

[Betty Mauldin Pecan Photos](#)

4. [24-7099](#) **Proposed Artist Mural Agreement - Heritage Park Stairs Mural**

Approve a Mural Agreement and Hold Harmless Agreement between the City of Norcross and artist Mikhaela “Cherry” Chandra for the installation of a mural on Heritage Park Stairs, located at 10 College Street.

[Agenda Report - Proposed Artist Mural Agreement - Heritage Park Stairs Mural](#)

[Artist Agreement - Heritage Park Stairs Mural](#)

[Concept Proposal - Mikhaela Cherry Chandra](#)

[Approved Artwork Design](#)
5. [24-7097](#) **Homelessness in the City of Norcross**

Discuss the impact of homelessness in the city and consider creating a Norcross Task Force to combat the associated issues.

[Agenda Report - Homelessness in the City of Norcross](#)

[City of Norcross Homeless Task Force](#)
6. [24-7105](#) **Council Discussion of Final Elevation for Public Safety Building**

Approve the final elevation for the Public Safety Building.

[Agenda Report - Council Discussion of Final Elevation for Public Safety Building](#)
7. [24-7089](#) **Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions**

Reduce Buford Hwy speed limit to 35 mph, update to our list of roadways authorized for speed detection devices, and an update to city ordinance 34-35 reflecting Buford Hwy’s new speed limit.

[Agenda Report - Reduce Buford Hwy Speed Limit to 35 mph, LOR and ordinance revisions](#)

[Amended List Of Roads \(LOR\) for submission to GDOT and DPS](#)

[Revised City Ordinance 34-35 containing the amended LOR](#)

[GDOT’s Buford Hwy Speed Study](#)
8. [24-7090](#) **Award of Contract for Pinnacle Park Dredging**

Approve a contract between the City of Norcross and Georgia Stormwater Services, LLC for Pinnacle Park dredging.

[Agenda Report - Award of Contract for Pinnacle Park Dredging](#)

[Pinnacle Park Full Contract - Georgia Stormwater Services](#)

[ITB PWUP 20-07 Bid Tabulation](#)

9. [24-7091](#) **Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)**

A proposal to enter into an IGA with the City to install approximately 42 gravel surface pervious parking spaces on the Phase 2 property fronting Britt Street below the Community Center.

[Agenda Report - Gravel Pave Parking at Phase 2 Property \(Britt Street below Community Center\)](#)

[Permit Drawings](#)

10. [24-7093](#) **Norcross Occupational Tax Plan – Feasibility Study**

Discussion of a feasibility study to explore best practices across municipalities in the region and county on the best methodology to levy and administer Occupational Tax in the City of Norcross.

[Agenda Report - Occupational Tax Plan Draft August 19 2024](#)

11. [24-7095](#) **Salary Study**

Discussion of 2024 Salary Study.

[Agenda Report - Salary Study 2024](#)

[Evergreen Report](#)

[Norcross Exhibit for Classifications](#)

12. [24-7104](#) **Authorized Positions FY 2024-2025**

A recommendation to approve a resolution to authorize positions for FY2024-2025.

[Agenda Report - Authorized Positions FY 2024-2025](#)

[Authorized Positions FY 2024-2025](#)

13. [24-7094](#) **Retention of Contracted Professionals**

Discuss the performance of our various contracted professionals.

[Agenda Report - Retention of Contracted Professionals](#)

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:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-7092	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	West Peachtree Street RFP		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - West Peachtree Street RFP](#)
2. [RFP ED 24-08 - West Peachtree Street Development](#)
3. [Design Guidelines Addendum](#)
4. [Question & Answer Addendum](#)
5. [Techie Homes RFP Response and Proposal](#)

Title
West Peachtree Street RFP

Drafter
William Corbin



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: William Corbin, Economic Development Director

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24-7092

Title: West Peachtree Street RFP

CC: Eric Johnson, City Manager

Recommendation

Accept city staff's recommendation to move forward with Techie Homes at the proposed acquisition price, for the development of the 1.73-acre city-owned property on West Peachtree Street.

Background

The City of Norcross owns a 1.73-acre parcel of land at the corner of West Peachtree Street and Hunter Street close to the downtown historic core.

The property presents a unique opportunity for increasing the diverse housing stock in our community. Diverse housing options are a key indicator of a community's strength and stable sustainable growth.

On June 21 the city issued a Request For Proposals for development of the property into a small-home, cottage-style residential development/community-oriented pocket neighborhood.

The city's objective is to negotiate an agreement with a qualified developer with a history of quality results who can develop these types of homes.

As part of the proposal, prospective development teams had the opportunity to provide a preliminary design along with a proposed acquisition price.

The proposals were evaluated and scored by a team consisting of individuals from the Economic Development Department, Community Development Department, and Norcross Development Authority.

The evaluations were based on the following criteria:

Evaluation Criteria	Max Score
Offer Price	50
Design	30
Experience & Qualifications of the Development Team	20
Total	100

Offer Price = the amount proposed to purchase the property

Design = how well the development proposal adheres to the preferred design guidelines and redevelopment objectives of this RFP

Experience & Qualifications of the Development Team = past success in executing similar projects and qualifications of personnel involved.

Prospective development teams were given design guidelines intended to give further context about the desired final product. The design guidelines represent an expectation of what the city is looking to see constructed as part of a completed development. Here are the design guidelines*:

- Building Footprints: 750 – 1,400 square feet
- Building Height: Maximum of 35 feet
- Parking: At least 2 spaces per unit.
- Setbacks:
 - Front: Commensurate with design, minimum 8 feet
 - Back: Commensurate with design, minimum 10 feet
 - Side: No side setback
- Rear Entry Units
- Minimum 1 planted tree per unit
- Fenestration required around all sides and rear
- Building materials shall not consist of a mix of more than 3 materials.
- Stormwater detention/retention offsite, or commensurate with Gwinnett County design regulations
- Tree line to be installed along rear of property against the lower intensity zoning
- Sidewalk to be installed along main road to ensure pedestrian connectivity and safety
- All utilities to be buried underground

*This is not an exhaustive list and the successful proposer is required to understand and meet all Norcross UDO and Comprehensive Plan Requirements



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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Upon review, the development team with the highest score was Techie Homes. They had the highest total score, inclusive of design, experience/qualifications, and offer price.

Please see the following chart for the scoring breakdown. Gwinnett Housing Corporation's proposal scored significantly higher in design as well as experience and qualifications. However, the offer price from Techie Homes was high enough to give them the edge in terms of total score, inclusive of offer price.

DEVELOPMENT TEAM	COMPOSITE SCORES (Design/Experience & Qualifications)	OFFER PRICE	OFFER PRICE SCORE	TOTAL SCORE
Gwinnett Housing Corporation/MicroLife Institute	48	\$500,000	40	88
Techie Homes	43.33	\$600,000	46	89
4.0 Construction	31.67	\$252,000	18	50
Mission Homes	30	\$633,000	50	80

Financial Impact:

\$600,000 if Mayor & Council accept city staff's recommendation to move forward with Techie Homes at the proposed acquisition price.

Consistent with Comprehensive Plan?

(Select the appropriate goal(s).

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
5. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options

Attachments

RFP ED 24-08 - West Peachtree Street Development

Design Guidelines Addendum

Question & Answer Addendum

Techie Homes RFP Response/Proposal

Next Steps

Accept RFP Response/Proposal from Techie Homes at the September 3, 2024 Mayor & Council meeting.

Please note that, per the RFP, the city "reserves the right to request additional information from respondents or to issue additional requests" and "reserves the right to negotiate final price on the property with any finalists or winning proposals."



City of Norcross
Economic Development Department

REQUEST FOR PROPOSALS
WEST PEACHTREE STREET DEVELOPMENT
RFP ED 24-08

Attachment: RFP ED 24-08 - West Peachtree Street Development (24-7092 : West Peachtree Street RFP)

City of Norcross

Economic Development Department

REQUEST FOR PROPOSALS RFP ED 24-08

INSTRUCTIONS:

The proposal package should be clearly marked “**RFP ED 24-08 – WEST PEACHTREE STREET DEVELOPMENT**” on its face and submitted by **11:00 a.m. on July 26, 2024**, to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Will Newton
Business Development Manager
Economic Development Department
65 Lawrenceville Street
Norcross, GA 30071

Both printed and electronic copies must contain the same information. Return address must be clearly marked on the outside of the proposal packet.

There will be an optional, highly recommended, pre-proposal meeting on July 9, 2024, at 10:30 a.m. at the Norcross City Hall, located at 65 Lawrenceville Street, Norcross GA 30071.

Please submit questions/requests via **e-mail only** to the Business Development Manager at economicdevelopment@norcrossga.net by **5:00 p.m. on July 9, 2024**. Questions and answers will be posted in an addendum on the [City Website](#).

No proposal will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No proposal may be withdrawn within thirty (30) days after the proposal deadline. Requests for withdrawals must be submitted in writing.

All proposals shall remain firm for 90 days after the submission deadline.

We appreciate your interest in the City of Norcross!

RFP/RFQ IMPORTANT PROCEDURES

The 10 Most Critical Things to Keep in Mind When Responding to an RFP/RFQ for the City of Norcross

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP/RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-Proposal meeting** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP/RFQ. All addenda issued for this RFP/RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFP/RFQ.
5. _____ **Follow the format required in the RFP/RFQ** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., reference form, sample budget form, certification forms, etc.
8. _____ **Check the City website for RFP/RFQ addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the RFP/RFQ.
9. _____ **Review and read the RFP/RFQ document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 INTRODUCTION

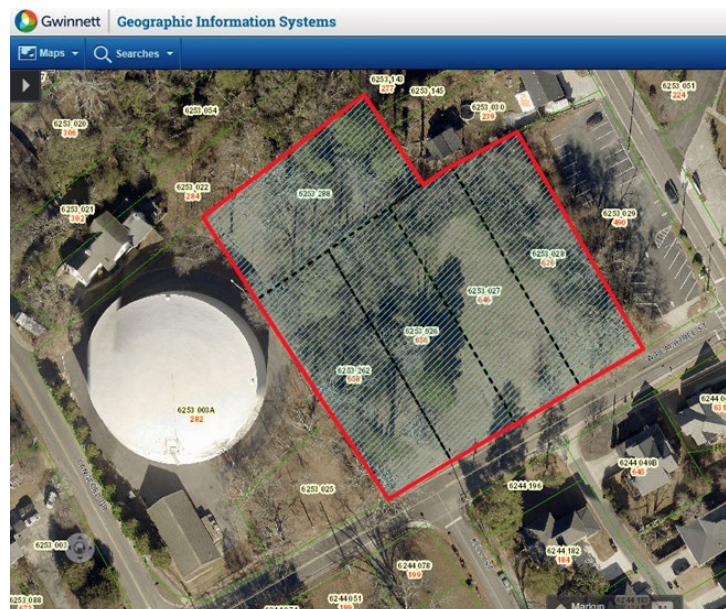
The City of Norcross is pleased to offer the following residential development opportunity.

1.1 PROJECT DESCRIPTION

The property is in close proximity to our Downtown Historic District. We are seeking a qualified developer to continue the redevelopment that has been occurring in and near the downtown core. The property presents a unique opportunity for increasing the diverse housing stock in our community. Diverse housing options are a key indicator of a community's strength and stable sustainable growth. The City wishes to see this property become a valuable addition to the area. The developer will have the opportunity to provide a preliminary design along with their proposal to delineate the type of design that will result from their work. The City's objective is to negotiate an agreement with a qualified developer who can develop small-home, cottage style residential developments with a history of quality results.

1.2 LAND DESCRIPTION

- 5 parcels of City-owned land
- The property consists of 5 total parcels equal to 1.73 acres.
- The zoning is PRD: Planned Residential District. Current zoning regulations allow a maximum density of 12 units per acre
- The site is directly adjacent to the county-owned water tower property.



1.3 SCOPE OF WORK

The City of Norcross has undergone tremendous growth in recent years and boasts of being a City that provides a great quality of life for its residents. There have been several multi-family developments in recent years totaling over 1,200 new units, as well as several neighborhood developments. But as seen in many communities around the country, Norcross has a lack of “missing middle” housing options. Utilizing the West Peachtree site to create smaller scaled, cottage style homes, at a more affordable purchase price than the typical new construction, will help address the “missing middle” challenge and provide individuals and families with additional housing options.

Furthermore, this development opportunity will create housing options that are ideally located right in the heart of our Historic District. This property will continue to appreciate in value as the surrounding area is improved by public and private investments. The offered site is already zoned for residential development. Additionally, the site is served by existing electricity, water and sewer infrastructure.

Dependent upon the quality and number of proposals received, the City reserves the right to request additional information from respondents or to issue additional requests. The City is not obligated to select or negotiate with any development proposers or enter into any contracts. The City reserves the right to negotiate final price on the property with any finalists or winning proposals.

Project Timeline

- Issuance of final CO for the development shall be no longer than 24 months from sale of property
- A project timeline is expected as part of proposal submission. Changes to the projected timeline are acceptable, but prior notice/discussion is required.

Redevelopment Objectives

- Provide mixed levels of housing options in the City.
- Increase the variety and dynamism of the residential community in the surrounding area.
- Provide housing opportunities designed to attract young professional, first-time homebuyers.
- Create additional amenities in the area to increase quality of life.

Recent Plan Updates & Revitalization Efforts

- Buford Highway Master Plan (June 2021)
- Comprehensive Plan Update (April 2024)
- Town Center Livable Cities Initiative (April 2024)
- Construction of New Public Safety Building (2026)

1.4 SITE INFORMATION

- The property is an assemblage of 5 tax parcels that combine to be 1.73 acres.
- The property abuts less dense residentially zoned property as well as another City owned lot that holds a water tower.
- The property is undeveloped but has infrastructure to the site.
- Site includes two specimen trees (Pecan)
- The site is centrally located within Norcross and offers multimodal transportation options to the historic downtown.
- There are multiple parks within a reasonable walk or short drive. Countless amenities surround this site as it is primed for development.

1.5 SCHEDULE OF EVENTS

See **Appendix B** for the detailed Schedule of Events.

1.6 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFP should include the company name and the referenced RFP section in the following format:

Company Name
1. Question
Citation of relevant section of the RFP
2. Question
Citation of relevant section of the RFP

1.7 SUBMISSION GUIDELINES & INSTRUCTIONS

1. **Proposal Contents and Submission Requirements:**
 - a. Cover letter: proposals should include a cover letter introducing the company and experience with similar projects. This letter should summarize why the firm is interested in the project.
 - b. Organizational structure of development team/firm, including composition of personnel and experience working on similar projects.
 - c. Proposed Development vision and design. Should include a conceptual site plan and unit counts.
 - i. Impervious land calculation must be provided
 - ii. Conceptual architectural renderings
 - iii. Illustrate estimated for-sale price range for proposed units.
 - d. Project timeline, including if overall development will be constructed in phases.

- e. Relevant projects and references. Describe experience working on relevant projects, both past and current projects, then show successful completion or ongoing activity. Indicate how experiences are relevant to this property proposal. Indicate which team member(s) were involved and what they were responsible for.
 - i. Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It may affect your scores if we are not able to contact your references, or they do not respond in time.
 - ii. The City of Norcross will not serve as a reference, in the event that your Firm worked with the City of Norcross previously.
 - iii. Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.
- f. Provide resumes of key personnel involved including professional background, education, and projected roles on this project.
- g. 3rd party consultants or subcontractors. Any additional subcontractors/partners with submitting developer must be listed.
- h. Financial Capability. Sufficient information is needed to provide the City confidence in developer's financial history and capability to undertake and successfully execute a shared vision.
- i. Disclosures of disputes or conflict of interests relating to City of Norcross, Norcross Development Authority, Gwinnett County, any other relevant and related agencies, organizations, or businesses.

2. Cost proposal for purchasing property – In a separate envelope.

1.8 EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Offer Price	50
Design	30
Experience & Qualifications of the Development Team	20
Total	100

Offer Price = the amount proposed to purchase the property

Design = how well the development proposal adheres to the preferred design guidelines and redevelopment objectives of this RFP

Experience & Qualifications of the Development Team = past success in executing similar projects and qualifications of personnel involved.

Design Guidelines

The following design guidelines are intended to give further context about the desired final product. They represent an expectation of what the City is looking to see constructed as part of a completed development:

- Building Footprints: 750 – 1,400 square feet
- Building Height: Maximum of 35 feet
- Parking: At least 2 spaces per unit.
- Setbacks:
 - 1.8..1 Front: Commensurate with design, minimum 8 feet
 - 1.8..2 Back: Commensurate with design, minimum 10 feet
 - 1.8..3 Side: No side setback
- Rear Entry Units
- Minimum 1 planted tree per unit
- Fenestration required around all sides and rear
- Building materials shall not consist of a mix of more than 3 materials.
- Stormwater detention/retention underground, offsite, commensurate with design
- Tree line to be installed along rear of property against the lower intensity zoning
- Sidewalk to be installed along main road to ensure pedestrian connectivity and safety

The City of Norcross reserves the right to interview top-scoring firms.

2.0 GENERAL CONDITIONS

PROPOSERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR PROPOSALS.

2.1 QUALIFICATIONS

- 2.1.1** Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Proposers may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any proposals, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials for this contract.

2.2 AUTHORITY TO SIGN

- 2.2.1** Proposers must ensure that the legal proper name of their firm and/or corporation is printed or typed as appropriate on all documents.

2.3 RIGHTS RESERVED

- 2.3.1** The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.
- 2.3.2** Proposers are advised to examine the site(s) of the proposed work, as are necessary, to familiarize themselves with location conditions, which may affect the proposed work. Proposers are also advised to fully inform themselves regarding conditions under which the work will be performed. The City of Norcross will not be responsible for the Proposer's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

- 2.3.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

2.4 AWARD OF CONTRACT

- 2.4.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.
- 2.4.2** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- 2.4.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.
- 2.4.4** Prior to execution of a Contract, a Utility Coordination Meeting may be required between Vendor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related work schedules.

2.5 PRODUCTION REQUIREMENTS

- 2.5.1** Time is of the utmost importance of this project. The successful Proposer 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 to complete the work according to the specifications in the RFP.

2.6 LOCATION AND SITE(S)

- 2.6.1** All work is within City limits of the City of Norcross, Georgia.
- 2.6.2** The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in this RFP.
- 2.6.3** The Vendor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

2.7 NON-COLLUSION

- 2.7.1** Vendor(s), by submitting a 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.

2.8 MATERIALS

- 2.8.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.8.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.9 CONTRACT REQUIREMENTS

- 2.9.1** The successful Vendor is required to do the following within ten (10) days of Notice:
- 2.9.1.1.1** Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.9.1.1.2** Provide Insurance Certificates as specified in the RFP documents.
- 2.9.2** Failure to execute the Contract 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 RFP 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 most qualified Vendor, or the work may be re-advertised or constructed by City forces.

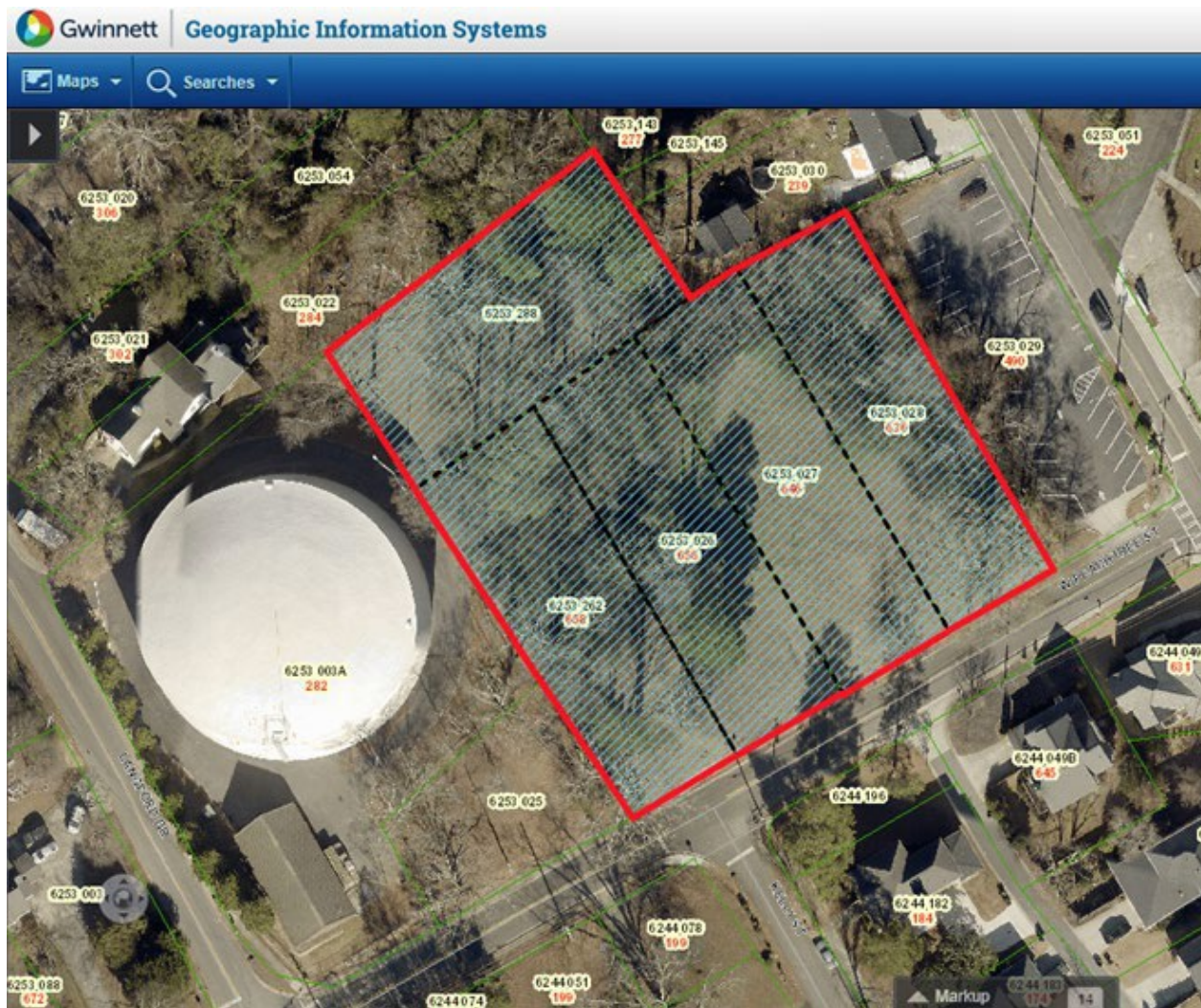
2.10 SCHEDULE

- 2.10.1** Schedule: The Vendor shall provide to the City a schedule of activities at communitydevelopment@norcrossga.net. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A

RFP ED 24-08

MAP



Attachment: RFP ED 24-08 - West Peachtree Street Development (24-7092 : West Peachtree Street RFP)

APPENDIX B
RFP ED 24-08
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	June 21, 2024
Pre-proposal Meeting	July 9, 2024, at 10:30 a.m.
Deadline for Written Questions	July 9, 2024, at 5:00 p.m.
Proposals Due	July 26, 2024, at 11:00 a.m.
Proposal Evaluation	August 2024
Contract Award (On/about)	September/October 2024

APPENDIX C

RFP ED 24-08

REFERENCES

Please complete the attached reference form and provide accurate information for each reference. Please inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

APPENDIX D
RFP ED 24-08
COST PROPOSAL

In a separate envelope, please include a proposed purchase for the property.

APPENDIX E
RFP ED 24-08
PACKET CHECKLIST

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements.
You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

- _____ Packet Checklist (attached to proposal package)
- _____ Two Hard Copies & One Electronic Copy of Proposal Package (*including all required information, preliminary site design, forms and completed appendices*)
- _____ Certificate of Liability Insurance
- _____ [E-Verify Contractor & SAVE Affidavits](#)
- _____ Mail or deliver to:
 Will Newton
 Business Development Manager
 Economic Development Department
 65 Lawrenceville Street
 Norcross, GA 30071



City of Norcross
 65 Lawrenceville Street, Norcross GA 30071
 Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

Addendum 1 – Design Guidelines
 West Peachtree Street Development
 RFP ED 24-08

The following changes and clarifications to the RFP are provided and must be added/considered when completing your proposal:

Proposers are required to acknowledge receipt of Addenda 1 in their proposal

Design Guidelines The following design guidelines are intended to give further context about the desired final product. They represent an expectation of what the City is looking to see constructed as part of a completed development:

- Building Footprints: 750 – 1,400 square feet
- Building Height: Maximum of 35 feet
- Parking: At least 2 spaces per unit.
- Setbacks: 1.8..1 Front: Commensurate with design, minimum 8 feet 1.8..2 Back: Commensurate with design, minimum 10 feet 1.8..3 Side: No side setback
- Rear Entry Units • Minimum 1 planted tree per unit
- Fenestration required around all sides and rear • Building materials shall not consist of a mix of more than 3 materials.
- Stormwater detention/retention **underground**, offsite, **or commensurate with Gwinnett County design regulations**
- Tree line to be installed along rear of property against the lower intensity zoning
- Sidewalk to be installed along main road to ensure pedestrian connectivity and safety

All utilities to be buried underground

This is not an exhaustive list and the successful proposer is required to understand and meet all Norcross UDO and Comprehensive Plan Requirements

Signature

Date

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)

☐ No addenda were received:

Acknowledged for:

(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date

Attachment: Design Guidelines Addendum (24-7092 : West Peachtree Street RFP)

**City of Norcross
W. Peachtree Street RFP
Pre-Proposal Meeting July, 9th 2024**

Questions & Answers

- **Since the density went up from the last RFP, does that mean the City is trying to maximize density?**
 - No, the change in density is to align more consistently with the latest adopted Comprehensive Plan. The City does not require a certain density. The 12 units per acre would allow a maximum of 21 units on the subject property.
- **Is the RFP asking for single-family detached units?**
 - Yes.
- **Do you require an exterior plan and floor plans for the residential units?**
 - The more details provided for the final product the better, but exteriors and floor plans are not required as a specific part of the RFP. Overall site design is required.
- **If a proposal has variations from the listed Design Guidelines, will it require any variance processes?**
 - No. Proposals are not required to adhere to the suggested design guidelines. However, the guidelines are a reflection of what city leadership would like to see in the final product. Proposers can submit any design as long as it adheres to the official zoning code.
- **Can you speak to the project timeline?**
 - Project timeline can be found in Section 1.3 (Scope of Work) of the RFP (page 5). RFP timeline can be found in Appendix B of the RFP (page 14).
- **Are there any AMI requirements that must be met?**
 - No, there are no specific AMI requirements, although city leadership desires to reach price points in the “missing middle” range, that are more affordable than the majority of current home prices on the market.
- **Are homes expected to be built for-rent or for-sale?**
 - Homes are expected to be constructed for-sale.
- **Do we want the homes subdivided on fee simple lots?**
 - Yes

- **Do we have to retain trees?**
 - Yes, there are two specimen Pecan Trees on site.
- **Did we increase density?**
 - Yes, the density for this property increased from 8 dua to 12 dua.
- **Who will be giving the final approval/selection of proposals?**
 - Mayor and Council have the final say.
- **For the square footage requirement, is that for the footprint or entire structure?**
 - The square footage requirement is total square footage per unit, whether single story or multiple story in height.
- **Can we be creative with parking?**
 - Yes, but please make sure to highlight and note parking location in the proposed site plan
- **Are there any garage requirements?**
 - No
- **Do physical copies have to be delivered?**
 - Yes, 2 printed copies and one electronic copy are required. Proposals are due to the 2nd Floor of City Hall by 11:00 am on Friday, July 26, 2024.
- **Does the City intend to have any contribution/incentive/partnership opportunities for this property?**
 - This may be discussed during the interview/selection process and negotiation period
- **How does the land cost add up?**
 - The offer price has been given a heavier weight for this latest RFP process in the overall grading criteria. Cost will be evaluated separately from the proposal & design evaluations. While this is not a high-bid awarding process, the proposed purchase price does carry significant weight in the overall evaluation.
- **How should we illustrate our offer price?**
 - The offer price/bid should be provided in a separate envelope from the rest of the proposal. Offers can be illustrated or structured however you see fit to depict the specific value you are willing to offer.

Reimagine Norcross

with Techie Homes

Who We Are

Techie Homes is a distinguished real estate development company, founded and led by Booker T. Washington. Techie Homes is committed to making homeownership attainable in urban communities through innovation, technology, community, and purpose while creating properties that offer exceptional value and meet diverse needs and budgets.

Our Mission

Techie Homes Inc. is a micro-home builder located in the U.S. & dedicated to the mission of redefining homeownership in our urban communities.

Combining technology, education , and sustainability we will provide homeownership opportunities in the communities most impacted. Our communities will be inclusive, with the comforts of a community and uniqueness of micro living.



Booker T. Washington

As the CEO and founder of Techie Homes, Booker takes on a multifaceted role to ensure the company's sustained success. His responsibilities involve continuous strategic planning to navigate the ever-evolving accessible housing, enabling the company to stay ahead of industry trends and competitors. Building robust relationships with stakeholders, clients, and partners is another critical aspect of his job, fostering a network that supports growth and innovation. Additionally, Booker is always on the lookout for new opportunities, whether it's exploring emerging markets, investing in cutting-edge technology, or diversifying the company's offerings. His proactive approach and visionary leadership are key drivers in Techie Homes' ongoing achievements and future potential.

The Techie Homes Team



EVA CROSS
Chief of Staff

Eva plays a pivotal role in the organization by managing the staff, ensuring smooth internal operations, and fostering a productive work environment. She is responsible for overseeing all external relationships, which includes building and maintaining partnerships with key stakeholders, and clients. Additionally, Eva handles the coordination and execution of events, ensuring they align with the company's goals and brand image. Her role also encompasses driving sales initiatives, strategizing to meet revenue targets, and supporting the sales team to enhance performance.



DELILA HOUSE
Project Manager

Delila plays a crucial role in the organization, bearing the responsibility of overseeing and coordinating all new projects. Her multifaceted duties include managing vendor relationships, implementing new systems, and ensuring efficient scheduling. Her role is pivotal in strategic planning and risk management, and she consistently focuses on continuous improvement to drive successful outcomes. Through her dedication and expertise, Delila significantly contributes to the efficiency and effectiveness of her organization's operations.

South Park Cottages

College Park, GA

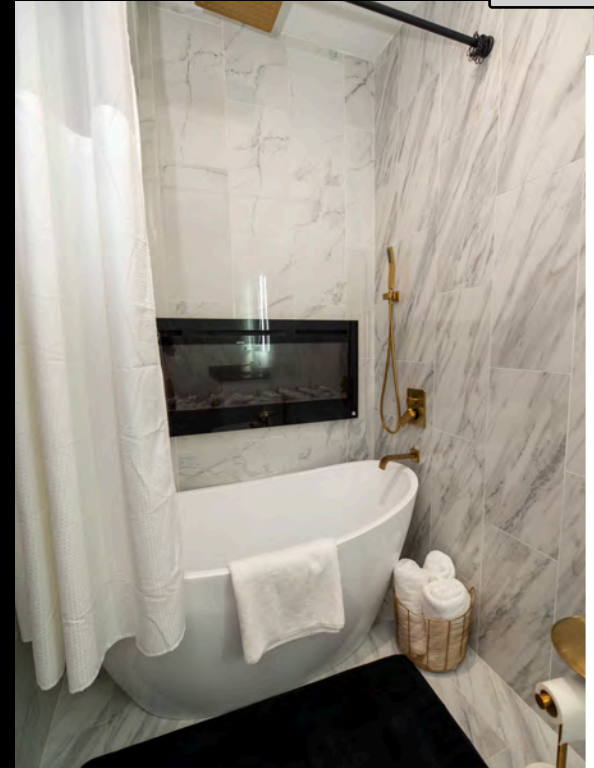


H.1.e

Attachment: Techie Homes RFP Response and Proposal (24-7092 : West Peachtree Street RFP)

TECHIEHOMES

Packet Pg. 36



SOUTH PARK COTTAGES ACCOMPLISHMENTS

- ▶ First Minority Developed Micro Community in the U.S.
- ▶ Largest Micro Community in GA
- ▶ Atlanta Regional Planning Commission Awarding Winning Development- 2023
- ▶ 85% Owner Occupant
- ▶ Generates \$110k in Tax Revenue for surrounding community.
- ▶ 100% Crowd Sourced Funded Development

SOUTH PARK COTTAGES AMENITIES AND FEATURES

• FIRE PITS

Our community fire pits provide the perfect setting for fostering engagement and interaction among residents. These cozy spots are strategically placed throughout the neighborhood, creating inviting spaces where neighbors can gather, share stories, and build lasting connections.

• DOG PARK

At the heart of Union Park Cottages is our vibrant retail space. This area is designed to serve as a communal hub, offering convenient access to the community coffee shop and a common space that cater to the needs of our residents. The retail space adds an extra layer of convenience and charm to our community.

• EV CHARGING STATIONS

Our EV charging stations are strategically placed throughout the community to showcase our strong commitment to fostering a green and sustainable future.

• SOLAR LIGHTING

In our community, we have strategically installed solar lights along the walking paths. These solar-powered lights harness energy from the sun during the day and illuminate our pathways at night, significantly reducing our reliance on traditional electricity sources. This not only cuts down on our overall energy consumption and utility costs but also promotes an eco-friendly environment.

• WALKABLE COMMUNITY

Creating walkable communities is essential for fostering neighborly interactions and promoting a sense of belonging. By designing neighborhoods with convenient and safe walking paths, residents are encouraged to stroll, jog, or cycle, making it easier for them to meet and engage with their neighbors. These walkable paths not only enhance the physical health of the community members but also contribute to their mental well-being by providing opportunities for social interaction.

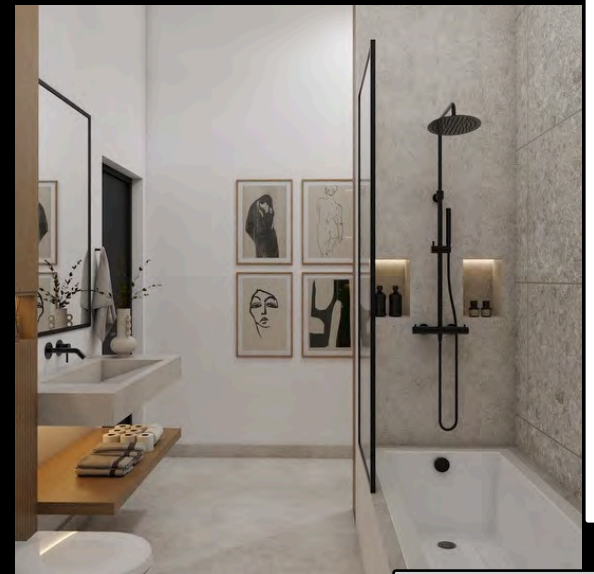
Union Park Cottages

Union City, GA



Attachment: Techie Homes RFP Response and Proposal (24-7092 : West Peachtree Street RFP)

TECHIEHOMES



UNION PARK COTTAGES ACCOMPLISHMENTS

- ▶ The Nation's First Mixed Use Cottage/Micro Home community.
- ▶ Features one and two level homes
- ▶ Features 2BD/3BD Flex homes
- ▶ Smart home technology within the homes (upgraded options)
- ▶ Several amenities including solar panels(covered parking) underground basins for storm water management, vegetable/fruit gardens, low maintenance sod, landscape density for shading

TECHIEHOMES

UNION PARK COTTAGES

AMENITIES AND FEATURES

• COMMUNITY GARDEN

Our community garden is a wonderful initiative designed to empower residents by providing them with a dedicated space to grow their own produce onsite. This garden not only promotes healthy eating and sustainability but also fosters a sense of community and collaboration among neighbors.

• RETAIL CENTER

At the heart of Union Park Cottages is our vibrant retail space. This area is designed to serve as a communal hub, offering convenient access to the community coffee shop and a common space that cater to the needs of our residents. The retail space adds an extra layer of convenience and charm to our community.

• EV CHARGING STATIONS

Step back in time at the Georgia Museum of Agriculture & Historic Village, a living history museum with historic buildings, a farmstead, and educational programs.

• SOLAR PATH LIGHTING

In our community, we have strategically installed solar lights along the walking paths. These solar-powered lights harness energy from the sun during the day and illuminate our pathways at night, significantly reducing our reliance on traditional electricity sources. This not only cuts down on our overall energy consumption and utility costs but also promotes an eco-friendly environment.

• WALKABLE COMMUNITY

Creating walkable communities is essential for fostering neighborly interactions and promoting a sense of belonging. By designing neighborhoods with convenient and safe walking paths, residents are encouraged to stroll, jog, or cycle, making it easier for them to meet and engage with their neighbors. These walkable paths not only enhance the physical health of the community members but also contribute to their mental well-being by providing opportunities for social interaction.

Proposed Plan for the City of Norcross



RENDERINGS ON THE NEXT COUPLE OF SLIDES

Type A

- ✓ 2 Bedrooms
- ✓ 1 Bathrooms
- ✓ Spacious Kitchen
- ✓ 1 Level
- ✓ 850 Sq Ft



Type B

- ✓ 2 Bedrooms
- ✓ 1 Bathrooms
- ✓ Spacious Kitchen
- ✓ 2 Level
- ✓ 875 Sq Ft

Project Vision

Building Materials:

Building materials shall not consist of a mix of more than 3 materials for aesthetic consistency

Pedestrian Connectivity:

Sidewalk to be installed along the main road to ensure pedestrian connectivity and safety

Architectural Concept:

The micro homes will have a modern, sleek design with an emphasis on sustainability.

Each unit will have a unique façade while maintaining a cohesive overall aesthetic.

Roofs will be designed to accommodate solar panels to promote energy efficiency.

Exterior colors will be earthy tones to blend with the natural surroundings.

Community Amenities:

Common green spaces for community gatherings and outdoor activities.

Bicycle racks to encourage eco-friendly transportation.

Environmental Sustainability:

Rain gardens and permeable surfaces for on-site stormwater management.

Energy-efficient appliances and fixtures to minimize utility consumption.

Community Engagement:

Local artwork installations to showcase the talent of Norcross residents.

Community events and workshops to promote a sense of belonging among residents.

Affordability and Diversity:



Our commitment to affordability is reflected in the thoughtful distribution of affordable units throughout the development, mirroring the quality, design, and energy efficiency of market-rate units. We recognize the importance of diverse and inclusive communities and will actively promote opportunities for local talent as well as businesses owned by minorities, women, and small enterprises. Techie Homes is committed to hiring local talent for construction, operation, and maintenance roles. We will actively promote opportunities for diverse businesses, including Minority Business Enterprises (MBE), Female Business Enterprises (FBE), and Small Business Enterprises (SBE). Our project will foster inclusivity through community engagement initiatives, ensuring that all residents feel connected and valued.

Community Engagement:

To further enhance the community's quality of life, our proposal includes the integration of vibrant ground-floor retail spaces and versatile non-ground floor commercial or community spaces. These spaces will be designed to be accessible and welcoming to local nonprofits, community groups, and the general public. By incorporating co-working spaces, hosting community events, and providing public services, we aim to create a dynamic and inclusive environment that supports local businesses, fosters economic growth, and reinforces the development's overall value and functionality. This approach is intended to invigorate the community, making it a more attractive and lively place to live, work, and socialize.



Source: www.d3i-usa.com

Attachment: Techie Homes RFP Response and Proposal (24-7092 : West Peachtree Street RFP)

Environmental Sustainability:



Our commitment to sustainability extends to the incorporation of LEED and WELL Building Standards. The development will prioritize green building practices, energy-efficient technologies, and renewable energy sources to minimize environmental impact and ensure long-term economic viability. The project will adhere to LEED and WELL Building Standards, incorporating green building practices, energy-efficient technologies, and renewable energy sources. Sustainable development practices will be integral to our approach, minimizing the project's environmental footprint.

Community Integration

SHARED AMENITIES

Techie Homes' micro home developments feature shared amenities such as community gardens, dogs parks, and recreational spaces to encourage interaction and collaboration among residents.

COMMON SPACES

The micro homes are arranged around central courtyards and plazas, providing ample opportunities for residents to gather, socialize, and participate in community events.

NEIGHBORHOOD DESIGN

The layout and design of the micro home developments prioritize pedestrian accessibility, with walkable paths and minimal vehicle traffic to foster a sense of connectedness within the community.

COMMUNITY PROGRAMMING

Techie Homes' developments offer a variety of community-centric programming, such as workshops, classes, and group activities, to encourage residents to engage with one another and build lasting relationships.

ECOLOGICAL COLLABORATION

The micro home communities incorporate shared gardens, enabling residents to collaborate on sustainable practices and cultivate a sense of environmental stewardship.

Benefits to the City of Norcross

INNOVATIVE DESIGN AT AFFORDABLE ENTRY-LEVEL PRICE POINTS

Homes will be priced between \$175,000 and \$200,000, making homeownership accessible to a broader demographic, including individuals with incomes as low as \$50,000 per year.

INCREASED TAX BASE

The development is projected to increase the city's tax base by an average of \$2,000 annually per home.

DIVERSITY OF INCOME LEVELS

By offering a range of housing options, the project aims to attract a diverse mix of residents, enhancing the socioeconomic fabric of the area.

REVITALIZATION OF UNDERSERVED AREAS

The development will breathe new life into an underserved retail and residential zone, creating a vibrant and inclusive community.

Letters of Support



July 25, 2024

To: Will Newton
Business Development Manager
Economic Development Department
65 Lawrenceville Street
Norcross, GA 30071

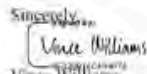
RE: City of Norcross Economic Development Department Request for Proposals RFP ED 24-08 WEST PEACHTREE STREET DEVELOPMENT

This letter is in support of *Techie Homes, Inc.* to provide a full range of program management services necessary to facilitate the **development of the West Peachtree Street project.**

As Mayor of Union City, I support the Union Park Cottages Project being led by Techie Homes Inc., a project valued at \$5.5M. The Union Park Cottage development is the second largest micro home community in GA. The community is dedicated to the mission of defining homeownership in a sustainable and unique way. This community is inclusive, with the comforts of a community, technology, and uniqueness of micro living. It includes a state-of-the-art design on 2.3 acres, with 21 homes, and a retail coffee shop, with prices starting at \$190,000 up to \$250,000. A portion of our annual earnings is invested in local nonprofits to help make a difference in our community. Union City and its residents are a top priority to our organization. Subscribe with us to stay up to date with all our upcoming events.

We look forward to this mixed-use Tiny Home community as a model for access to affordable homes in Union City.

Sincerely,


Vince Williams
Mayor, Union City, GA
678.502.6500
vwilliams@unioncityga.org

DocuSign Envelope ID: D3500DB6-6739-48E0-AF63-2520C16580E1



July 25, 2024

To: Will Newton
Business Development Manager
Economic Development Department
65 Lawrenceville Street
Norcross, GA 30071

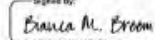
RE: City of Norcross Economic Development Department Request for Proposals RFP ED 24-08 WEST PEACHTREE STREET DEVELOPMENT

This letter is in support of *Techie Homes, Inc.* to provide a full range of program management services necessary to facilitate the **development of West Peachtree Street.**

As Mayor of College Park, I supported the South Park Cottage development being led by Techie Homes Inc., a project valued at \$5.9M. South Park Cottages is the first modern cottage community designed as a pocket community in the U.S. The largest micro community in Georgia, our community is dedicated to the mission of defining homeownership in a sustainable and unique way. This community is inclusive, with the comforts of a community and uniqueness of micro living. The Park is made up of 29 micro homes, ranging from 335 sq. ft. to 615 sq. ft, starting prices at \$180,000 up to \$250,000. SouthPark Cottages sold out in 40 days during the pre-construction phase.

We are excited to have this mixed-use Tiny Home community as a model for access to affordable homes in College Park, GA.

Sincerely,


Brainerd M. Broom
Mayor, City of College Park, GA

Proof of Financing



July 25, 2024

To: Will Newton
Business Development Manager
Economic Development Department
65 Lawrenceville Street
Norcross, GA 30071

RE: City of Norcross Economic Development Department Request for Proposals RFP ED 24-08 WEST PEACHTREE STREET DEVELOPMENT

Atlanta Neighborhood Development Partnership, Inc. (ANDP) develops, finances, and advocates for affordable housing at scale that promotes racial equity and healthy communities where families thrive. ANDP was created in 1991 as a result of the merger of the Metropolitan Atlanta Chamber of Commerce's Housing Resource Center and the Atlanta Economic Development Corporation's Neighborhood Development Department. The impetus for ANDP's creation was to address the diminishing supply of affordable housing in the Metropolitan Atlanta region as well as to help reclaim declining neighborhoods in its core. Throughout its history, ANDP has supported the creation of more than 11,000 units of housing for people of low-to-moderate incomes.

This letter is in support of *Techie Homes, Inc.* to provide a full range of program management services necessary to facilitate the **development of the West Peachtree Street** project. We look forward to providing advice and support to Techie Homes and their innovative Tiny Home community concept as a model for access to affordable homes.

Sincerely,

Ashani O'Mard
Senior Vice President, Strategic Housing Investments
Atlanta Neighborhood Development Partnership, Inc.
aomard@andpi.org
617-233-4696
[Home | andpi](#)

Development Partners

Beniot Group

Eddy Benoit Jr. is the President and CEO of The Benoit Group, a distinguished commercial development and real estate consulting firm. With over two decades of experience in the commercial development industry and a project portfolio exceeding \$1.8 billion, Mr. Benoit currently directs the firm's business diversification and geographical expansion. His strategic vision leverages the company's core expertise through vertical integration, offering turnkey real estate solutions. The Benoit Group's approach includes low-risk development pursuits and real estate advisory services, ensuring success across various real estate cycles.

Mr. Benoit oversees the development group, which focuses on sustainable and diverse housing solutions, including Mixed-Income Family, Independent Senior, Workforce, and HUD-subsidized Affordable Housing. The group also targets student housing opportunities within major university systems and historically black colleges and universities. In addition, he actively drives the consulting group's business development, expanding its footprint within the U.S. and internationally.





Housing Authority of the Birmingham District

1,232 followers

3mo •

Follow

The foundation of our Southtown senior building is laid, and we're ready to go vertical! 🏗️

This residential building, being developed in partnership with [The Benoit Group](#), will consist of affordable housing and amenities for Birmingham seniors ages 62 and older and face a 60-unit apartment building for families.

Our redevelopment of the former Southtown Court is coming along nicely, and we can't wait to unveil our new and modernized affordable housing in the heart of Birmingham's southside.

[#construction](#) [#realestate](#) [#communitydevelopment](#) [#birmingham](#)
[#affordablehousing](#)



Benoit Group Projects

The joint venture of The Benoit Group, Atlanta Housing, Invest Atlanta and Atlanta Beltline has secured the necessary [financing for the development of Englewood Senior](#) in Atlanta.

The 160-unit affordable senior housing project is part of a multi-phase master-planned development rising on the 30-acre site of the former Englewood Manor public housing property.

JM Wilkerson is the general contractor of the \$72 million project, while Corcoran-Ota is the architect of record. Estimated to cost \$54.9 million, construction is expected to wrap up in 26 months.



Englewood Senior will rise some 2 miles south of Zoo Atlanta.

Image courtesy of The Benoit Group

Thank You

 Address

730 Peachtree Street NE, #570
Atlanta, GA 30308

 Telephone

404.947.5900



TECHIEHOMES

TECHNICAL PROPOSAL FOR RFP ED 24-08 WEST PEACHTREE STREET DEVELOPMENT

**Will Newton
Business Development Manager
Economic Development Department
65 Lawrenceville Street
Norcross, GA 30071**

Booker T. Washington
Founder & CEO
Techie Homes Inc.
770.570.9449
booker@techie-homes.com

COVER LETTER

Offeror:

Techie Homes Inc.
Booker Washington
730 Peachtree St NE
#570
Atlanta, GA 30308

Approach:

Techie Homes Inc. is a micro home builder located in Fulton County, Georgia and dedicated to the mission of redefining homeownership in our urban communities. Techie Homes Inc. is a new firm established by Booker T. Washington president and CEO of both South Park Cottages, LLC and Techie Homes Inc. Techie Homes Inc. has been newly established as a parent company of South Park Cottages. South Park Cottages is the first modern cottage community designed as a pocket community in the U.S. and the largest micro home community in Georgia (29 homes).

Our approach combines technology, education, and sustainability. Our communities are inclusive, with the comforts of a community and uniqueness of micro home living. Techie Homes' vision is to develop obtainable real estate at a value to all home buyers through innovation, technology, community, and purpose. In Atlanta and other major urban cities, average home prices have soared more than 15% annually over the last couple of years. Within the micro home market, sales of homes under 1,000 sq. ft. have increased by over 60% since 2017. Of those micro home sales, over 35% own the home outright.

The micro home market provides a product for homeownership that has long been an issue for first time buyers. Home values since 2020 have increased over 8% annually, however incomes only increased at a low rate below 5%. The micro home community allows a more obtainable form of homeownership, while providing financial flexibility. Micro home communities provide sustainable, technological, and educational living options. This solution allows for beneficial tax credits and long-term benefits. Rental cost has also risen above comparable rates with mortgage solutions for homeowners, and in many cases systematically decreases the progression of homeownership. On an annual basis, rental rates in most urban centers have risen 10- 15%.

Micro homes will impact African Americans and first-time home buyers due to the surge in higher prices in urban markets where most African Americans of lower incomes reside. Currently, African Americans dwell in rental apartments and smaller spaces at a higher rate. As of late 2021, while white Americans and Hispanics have seen an increase in overall homeownership (white Americans up to 74% from 72%), African Americans have seen a decline to where only 43% of African Americans own homes. That's lower than the Hispanic homeownership rate of 50%. Micro homes in this market allow for reverse gentrification in the urban market due to the cost of build and overall price point for prospective buyers.

Techie Homes Inc. has the solution, we have experience planning, building, selling, and maintaining micro home communities. Our team of architects and designers have created award winning micro home designs.

We will work to provide sustainable living innovations to our community, connecting all our residents. Our micro home community model provides an obtainable home product, defined as micro home (under 1,000 sq ft). Our company designs, develops, builds, and sells attainable homes inclusive of smart home technology, sustainability, efficiency, and integrated technological solutions for the evolving homeowner. Techie Homes Inc. has priced micro homes below \$250k on average allowing homeowners to achieve homeownership below the median price in most urban markets. Homeowners can obtain FHA, VA, and conventional loan incentives. Techie Homes provides a technological inclusion, allowing homeowners to have benefits of sustainability. Additionally, educational opportunities to subsidize secondary sources of income and impact livability. Through local, city, state- municipal partnership; Techie Homes Inc. has grown to be an industry leader in "innovative " affordable homeownership in any major municipality within the U.S.

As the number of rental community developments continue to increase, rents are also increasing at a rate higher than mortgages. Our Micro home product gives an immediate solution to rising rents. Growing cost in construction has become expensive for oversized homes, and more consumers are considering smaller homes (57% of households consider downsizing-2020 U.S. News). This home product is marketable to inclusive groups (retiring, transitional, temporary, secondary, first timers, and sustainable energy (buyers).

Point of Contact:

Booker T. Washington
3120 Godby Rd. College Park, GA 30349
Program Manager
Founder & CEO
Techie Homes
770.570.9449
booker@techie-homes.com

Experience of the Developer

Techie Homes Inc. is a micro home builder located in Fulton County, Georgia and dedicated to the mission of redefining homeownership in our urban communities. Techie Homes Inc. is a new firm established by Booker T Washington president and CEO of both South Park Cottages, LLC and Techie Homes Inc. Techie Homes Inc. has been newly established as a parent company of South Park Cottages. South Park Cottages is the first modern cottage community designed as a pocket community in the U.S. and the largest micro home community in Georgia (29 homes).

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Project #1: South Park Cottages®

Owner/Developer: Techie Homes Inc.

Year: 2022

Project Value: \$5.9M

Reference: Bianca Motley Broom, Mayor, City of College Park, GA

phone: 216.798.2019

email: bmotleybroom@collegeparkga.com

Project Description: South Park Cottages is the first modern cottage community designed as pocket community in the U.S. The largest tiny community in Georgia, our community is dedicated to the mission of defining homeownership in a sustainable and unique way. This community is inclusive, with the comforts of a community and uniqueness of micro living. The Park is made up of 29 micro homes; ranging from 335 sq. ft. to 615 sq. ft; starting prices at \$180,000 up to \$250,000. SouthPark Cottages sold out in 40 days during the pre-construction phase.

Figure 1.0 South Park Cottages Site Plan



Figure 2.0 Model "Washington"- 1bd/1ba- 410 sq. ft.



Figure 3.0 Model "Valentina" 1bd 1loft/1 ba-615 sq. ft.



Through South Park Cottages® Cares a portion of our annual earnings is invested to local non- profits to help make a difference in our community. College Park and its residents are a top priority to our organization.

Project #2: Union Park Cottages

Owner/Developer: Techie Homes Inc.

Year: 2024-2025

Project Value: \$5.5M

Reference: Vince Williams, Mayor, Union City, GA

phone: 678.502.6500

email: vwilliams@unioncityga.org

Project Description: Union Park Cottages is the second largest micro home community in GA. The community is dedicated to the mission of defining homeownership in a sustainable and unique way. This community is inclusive, with the comforts of a community, technology, and uniqueness of micro home living. It includes a state-of-the-art design on 2.3 acres, with 26 homes, and a retail coffee shop, with prices starting at \$220,000 up to \$240,000. A portion of our annual earnings is invested in local nonprofits to help make a difference in our community. Union City and its residents are a top priority to our organization.

Figure 4.0 Union Park Cottages Site Map

Figure 5.0 Union Park Cottages Exterior Washington Model



Figure 6.0 Union Park Cottages Exterior Alabama Model



Design Guidelines

Proposed Development Vision and Design

Techie Homes is proposing a 1.8 Acre Cottage Community with 14 micro homes average cottage square footage of 750 – 1,400 square feet per unit footprint. The attached renderings and community concept detail a modern cottage feel. The design aspects feature upgraded traditional features for diversification in appeal and classic aesthetics. The cottage community is complete with walkable space, relaxing common features, and landscape. Our proposed design plan aims to create a sustainable, aesthetically pleasing, and community-oriented micro home development in Norcross, GA. By incorporating green spaces, energy-efficient features, and pedestrian-friendly infrastructure, the development will attract young professionals and first-time homebuyers seeking a modern yet environmentally conscious lifestyle.

City of Norcross Development Plan: NorthPark Cottages Site Overview:

- Location: Norcross, GA
- Land Area: 1.73 acres
- Total Number of Homes: 14

Design Criteria

Building Footprints:

- Range: 750 – 1,400 square feet per unit

Building Height:

- Maximum: 25 feet

Parking:

- Two parking spaces per unit

Setbacks:

- Front: Minimum of 8 feet
- Back: Minimum of 10 feet
- No side setback required

Entry:

- Rear entry for all units

Landscaping:

- Minimum of 1 planted tree per unit
- Tree line to be installed along the rear of the property against the lower intensity zoning

Fenestration:

- Windows required around all sides and rear for natural light and ventilation

Utilities:

- All utilities shall be installed underground

Building Materials:

- Building materials shall not consist of a mix of more than 3 materials for aesthetic consistency

Pedestrian Connectivity:

- Sidewalk to be installed along the main road to ensure pedestrian connectivity and safety

Architectural Concept:

- The micro homes will have a modern, sleek design with an emphasis on sustainability.
- Each unit will have a unique façade while maintaining a cohesive overall aesthetic.
- Roofs will be designed to accommodate solar panels to promote energy efficiency.
- Exterior colors will be earthy tones to blend with the natural surroundings.

Community Amenities:

- Common green spaces for community gatherings and outdoor activities.
- Bicycle racks to encourage eco-friendly transportation.

Environmental Sustainability:

- Rain gardens and permeable surfaces for on-site stormwater management.
- Energy-efficient appliances and fixtures to minimize utility consumption.

Community Engagement:

- Local artwork installations to showcase the talent of Norcross residents.
- Community events and workshops to promote a sense of belonging among residents.

Stormwater Management & Environmental Planning:

A Stormwater detention/retention system will be installed offsite or commensurate with Gwinnett County design regulations with the final design plans. Design and install of the stormwater management systems will be based on the impervious percentage and local regulations. Impervious land calculation is essential for stormwater management and environmental planning. It helps determine the percentage of the site covered by non-absorbent surfaces like buildings, pavement, and other structures. Below is a summary of how we plan to incorporate based off an average of 1000 sq/ft/unit footprint for 14 homes.

Impervious Land Calculation:

1. **Calculate Total Site Area:**
 - Total Land Area: 1.73 acres
2. **Determine Building Footprint:**
 - Assuming an average footprint of 1,000 square feet per unit for 14 units.
 - Total Building Footprint = 14 units * 1,000 sq ft/unit = 14,000 sq ft

3. **Calculate Impervious Surface Area:**

- Include building footprints, driveways, sidewalks, and any other non-absorbent surfaces.
- Example: Driveways and Sidewalks = 4,000 sq ft

4. **Calculate Impervious Percentage:**

- $\text{Impervious Percentage} = (\text{Impervious Surface Area} / \text{Total Land Area}) * 100$
- Example: $(14,000 \text{ sq ft} + 4,000 \text{ sq ft}) / (1.73 \text{ acres} * 43,560 \text{ sq ft/acre}) * 100$

By using the above formula to calculate the impervious land, we can ensure compliance with stormwater regulations, minimize environmental impact, and implement effective solutions for water runoff. Techie Homes Inc. will work closely with local authorities and environmental engineers to meet specific requirements and ensure sustainable development.

Figure 7.0 North Park Cottages Conceptual Site Plan Enclosed

Figure 8.0 North Park Architectural Rendering 2-Story Model



Figure 9.0 NorthPark Architectural Rendering 1-Story Model

Attachment: Techie Homes RFP Response and Proposal (24-7092 : West Peachtree Street RFP)

For-Sale Price Ranges for Proposed Units

To estimate the for-sale price range for the 20 proposed units, Techie Homes Inc. considered various factors such as construction costs, land acquisition costs, development expenses, and a margin for profit. Estimates were also based on a **\$ 600,000** purchase price or structured land lease for the land acquisition. Please note that these are rough estimates, and actual costs may vary based on market conditions, specific site requirements, and other factors.

Estimates for For-Sale Price Range:

Land Acquisition:

- Land Cost: Varies based on location and market conditions. Let's assume **\$600,000** for the 1.73-acre parcel. Or, structured land lease provided to provide affordability on pricing.

Construction Costs:

- Average Construction Cost per Square Foot: \$150 - \$200
- Average Unit Size: $(750 \text{ sq ft} + 1,400 \text{ sq ft}) / 2 = 1,075 \text{ sq ft}$ (for estimation purposes)
- Construction Cost per Unit: $\$150/\text{sq ft} * 850 \text{ sq ft} = \$127,500$
- For 21 Units: $\$127,500 * 21 = \$2,677,500$

Development Expenses:

- Permitting, design, utilities, landscaping, etc.: Approximately 15-20% of construction costs
- Estimated Development Expenses: $15\% * \$2,677,500 = \$401,625$

Total Costs:

- Land Acquisition + Construction Costs + Development Expenses
- Total Costs: $\$600,000 + \$2,677,500 + \$401,625 = \$3,679,125$

Profit Margin:

- Assume a profit margin of 10-15% of total costs
- Estimated Profit: $15\% * \$3,679,125 = \$551,868.75$

For-Sale Price Range:

- Total Costs + Profit / 21 Units
- Low Estimate: $(\$3,679,125 + \$274,613) / 21 = \$188,273$ per unit
- High Estimate: $(\$3,679,125 + \$411,919) / 21 = \$194,811$ per unit

Estimated For-Sale Price Range: \$215,767 - \$225,575 per unit

These estimates provide a rough range for the for-sale prices of the proposed units. Keep in mind that market conditions, financing terms, and other factors can influence the final pricing strategy.

It's recommended to conduct a detailed financial analysis with the help of professionals to refine these estimates further.

Qualifications of Key Personnel

Techie Homes has a multi-disciplinary team with over 20 years' experience in Project Management. Table 2.0 provides an overview of key employee classifications, key project team members, and proposed project specific duties based on the scope of work. Additional details on the Program Management Team's (PMT) relevant experience, organizational and technical relationship between team divisions and members; and advanced skills of the team are provided in their resumes in the Appendix.

Table 1.0 Key Personnel: Organizational Structure of Development Team

Employee Classification /Organization	Name	Proposed Project-Specific Duties
Program Manager (Techie Homes)	Booker T. Washington	Lead the coordination of the overall management of the Development, advise the City's designated representative of any potential delays and their projected cause, and recommend procedures and/or alternatives to mitigate or overcome such problems.
Program Director (H.J. Russell)	Anthony Dixon	Provide technical advisement on the coordination of the overall management of the Program and recommend procedures and/or alternatives to mitigate or overcome any problems.
Assistant Project Manager (H.J. Russell)	Derji Thomas	Program Development & Support Program Management - provide qualified Project Managers to be assigned to specific projects as required by the County. Project Managers will be responsible for ensuring the coordination of all services required to plan, design, and construct the project in accordance with the budget and schedule.
Project Controls Manager (Techie Homes)	Delila House	Quality Control - Develop and Implement a Document Control System. Direct the decision making, accountability and delivery process of the project Lead development and management of a detailed critical path schedule for project tracking and management assisting in recovery schedules. Lead Program Reviews and Reporting Schedule regular Program Review Status meetings, and assist and advise Lead Third Party Coordination Lead Public Relations Communications- prepare and develop content the communications strategy and which will include but not be limited to establishing an electronic web portal providing executive summaries, project overviews, schematic drawings, and

		illustrations etc. of the program; on site informational displays; public forums etc.
Chief of Staff (Techie Homes)	Eva Cross	Assist the PMT to coordinate, track and expedite submittals, and requests for information between the design consultants and construction contractors as required and coordinate construction testing as required Assist the PMT to develop a system for tracking payment requests from consultants. Assist the PMT with maintaining a document tracking and control system. Assist PMT with maintaining on-site copies of all documentation.
Preconstruction Manager (H.J. Russell)	Bryant Sharpe	Pre-Design Phase Services - Develop, and coordinate the selection of all external consultants, such as architectural, design and engineering firms for the various program components. Review and negotiate design services and construction contracts Manage multiple design consultants - most consisting of teams of architects, engineers, and landscape architects. Monitor design documents during the design phases and verify progress status. Develop the Programs Project Construction Plan

Chief/Sr. Estimator (H.J. Russell)	Carina Mansilla-Espinosa	Lead all cost estimating services and will prepare and submit construction cost estimates with submission of the documents for Schematic Design, Design Development and 100% Construction Documents. Review the cost estimate provided at each of these phases and evaluate it for conformance with the established Project budget. Develop a system for tracking payment requests from consultants. Maintaining a document tracking and control system.
Civil Engineer/Surveyor (Techie Homes)	Joel M. Hart, P.L.S., P.E.	Lead Special Study Tasks –develop and support additional data gathering efforts and special studies including but not limited to utility infrastructure, space planning, and others upon request as necessary or required. Oversee Environmental Issues – Conduct environmental assessment or impact statement efforts required for the Program, as requested by the County. develop a program and schedule for obtaining all regulatory permits and approval including environmental permits and land use approvals from all relevant local agencies as necessary or required.
General Contractor (SEW Global)	Shaun Wedderburn	Develop Integrated Program - prepare a detailed scope of work for all Micro homes activities as requested by the City’s designated representative. This shall include a detailed phasing plan that addresses the interactions of all City design/construction activities and components (including consultants, contractors, vendors, suppliers, and their respective implementation activities). This phasing plan shall reflect all operational and scheduling requirements. Conduct On-going review of Concept Design Development - review the conceptual design development for various projects under the Program, based upon specified functional criteria and City requirements. Perform Program Oversight - monitor and review the planning and design activities for the Program. This shall include oversight of the activities of all parties, identify critical issues and recommend to the City’s designated representative specific solutions to address those issues in order to maintain the Program schedule and budget. Implement a tracking system for payment requests from consultants.

Attorney (The Kimbrough Law Firm)	Cristyl Kimbrough	Assist the PMT in project post-occupancy and close-out activities (including establishing HOA rules, board, regulations, etc.)
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References

Project #1: South Park Cottages®

Owner: Techie Homes Inc.

Year: 2022

Project Value: \$5.9M

Reference: Bianca Motley Broom, Mayor, City of College Park, GA

phone: 216.798.2019

email: bmotleybroom@collegeparkga.com

Project #2: Union Park Cottages

Owner: Techie Homes Inc.

Year: 2024-2025

Project Value: \$5.5M

Reference: Vince Williams, Mayor, Union City, GA

phone: 678.502.6500

email: vwilliams@unioncity

Project Timeline

Techie Homes Inc. is experienced at developing and selling micro homes. This involves various stages, from design and pricing to permitting, development, and construction. Techie Homes Inc. utilizes an innovative technology-based project management system Program Manager to develop, implement, and monitor our project plans and timelines. The technology-based project management plan includes considerations for risk management, resource management and communications, while also addressing scope, cost, and schedule baselines. This system allows our team to develop detailed project plans with online Gantt charts that schedule task dependencies, resource hours, labor costs, milestones, and tailored reports.

We will use this software to develop a project management plan that includes the who, what, where, why, how, and when of the project with tasks and due dates. The Program Manager system will be used to guide the execution and control project phases. The system allows us to create a customized project management plan that consists of the following documents:

- **Project Charter:** Provides a general overview of the project. It describes the project's reasons, goals, objectives, constraints, stakeholders, among other aspects.
- **Statement of Work:** The statement of work (SOW) defines the project's scope, schedule, deliverables, milestones, and tasks.
- **Work Breakdown Structure:** Breaks down the project scope into the project phases, subprojects, deliverables, and work packages that lead to your final deliverable.
- **Project Plan:** The project plan document is divided in sections to cover the following: scope management, quality management, risk assessment, resource management, stakeholder management, schedule management and the change management plan.

Table 2.0 Broad Timeline for 18-Month Development Process:

Months 1-2: Preliminary Planning and Design
• Site analysis and assessment.
• Preliminary design conceptualization.
• Engage architects, engineers, and designers.
• Initial cost estimation and financial modeling.
Months 3-4: Finalize Design and Pricing
• Refine architectural plans.
• Detailed cost estimation for construction.
• Finalize pricing strategy.
• Begin discussions with potential contractors.
Months 5-7: Permitting
• Submit permit applications.
• Work with local authorities to address any inquiries.
• Obtain necessary approvals and permits.
• During this phase, you can also initiate community engagement activities.
Months 8-9: Development Preparation
• Finalize construction contracts.
• Secure financing and finalize funding sources.
• Begin site preparation, including clearing and grading.
Months 10-15: Construction
• Commence construction of infrastructure and homes.
• Regular site inspections and quality control.
• Coordinate with utility providers for necessary installations.
• Address any unexpected issues promptly.
Months 16-17: Final Touches and Inspections
• Finish construction and interior work.
• Final inspections for compliance.
• Landscaping and final site improvements.
Month 18: Completion and Marketing
• Obtain final certificates of occupancy.
• Launch marketing and sales campaigns.
• Host open houses and showcase events.
• Begin selling units to interested buyers.

The estimated timeline can be affected by local regulations, weather conditions, and unforeseen challenges. Community engagement and marketing activities may overlap with construction to generate interest and potential buyers. Regular communication with local authorities, contractors, and stakeholders is crucial for project success. Financing and funding sources will be secured early in the process to ensure a smooth development timeline. This 18-month plan provides a general framework for the development of 14 small-scale homes, considering the various stages involved in the process. Adjustments may be necessary based on specific project requirements and external factors.

Appendices

Appendix A: Dun & Bradstreet Value Line Reports
Appendix B: Resumes
Appendix C: Letters of Support
Appendix D: Reference Form
Appendix E: E-Verify Affidavits
Appendix F: General Liability Insurance
Appendix G: Addendums
Appendix H: City of Norcross Presentation



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-7098	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Economic Development Millage		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Economic Development Millage](#)

Title

Economic Development Millage

Drafter

William Corbin



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: William Corbin, Economic Development Director

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24-7098

Title: Economic Development Millage

CC: Eric Johnson, City Manager

Recommendation

Review and discuss proposed economic development activities that could be paid for through the Economic Development special revenue fund.

Background

The fiscal year 2025 budget included the creation of a new special revenue fund for economic development. This fund included revenues from .10 mill of the 2024 digest (approximately \$160,000).

Additionally, expenditures from the general fund related to economic development were shifted to the fund for a balanced budget.

As requested by the council in the adoption of the budget, we are bringing forward possible additional items that could be included in the new special revenue fund.

Here are some items that the Economic Development Department would like to include that could be paid for with the special revenue fund:

- **Events/Campaigns (\$20,000)**
 - Lunch & Learns for the Business Community (est. \$1,800)
 - Recurring business climate survey (1x or 2x per year...\$1,200 mailing cost)
 - Upskill Program – this program would provide a \$1,000 stipend/scholarship to Norcross residents who enroll in or complete a certificate program in one of the target industries at a local institution of higher education, such as Gwinnett Technical College (\$17,000)
- **Add Economic Development position (\$60,000)**
 - This member of staff would focus on economic development marketing, programs and partnerships, including:
 - Coordinating social media
 - Liaising with the Communications team

- Helping to manage programming like target industry work groups and initiatives (e.g. Upskill Program)
- Coordinating and executing events like “Industry Days” for high school students, parents and teachers.
- **Land Acquisition Research (\$15,000-\$30,000)**
 - Retaining real estate professional to actively research property status as it relates to owner willingness to sell and potential price (est. \$2,500 per month)
- **Digitizing business license process (\$25,000-\$50,000)**
 - Data migration and implementation
 - Standardization of industry code selection

Financial Impact:

\$160,000

Consistent with Comprehensive Plan?

(Select the appropriate goal(s).

4. Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Attachments

None

Next Steps

Approve expenditures from Economic Development special revenue fund for aforementioned initiatives.

Update



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-7096	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Historic Pecan Tree Removal		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Historic Pecan Tree Removal](#)
2. [SavATree Betty Mauldin Pecan 2022](#)
3. [City of Norcross-Tree Management Plan-Parks and Properties 2024](#)
4. [Integrity Tree Imaging Betty Mauldin Pecan \(002\)](#)
5. [Betty Mauldin Pecan Basic Tree Risk Assessment](#)
6. [Betty Mauldin Pecan Photos](#)

Title
Historic Pecan Tree Removal

Drafter
Eric Johnson



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bai
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Pl

Agenda Report

To: Mayor and Council

From: Vivian Vakili, Community Development and Planning Director

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24 -7096

Title: Historic Pecan Tree Removal

CC: Eric Johnson, City Manager

Recommendation Discuss the condition of the Pecan Tree in Betty Mauldin Park near the Champion Elm Tree, and the plans for the Pecan Tree's removal.

Background Three analyses have been conducted on the Pecan Tree:

- SavATree Tree Inventory Report** dated May 4, 2022, listing the condition as Fair*, identifying defects, assigning a risk rating of Moderate**, and recommending an Advanced Level 3 Risk Assessment. This report was received by the City Arborist in January 2024. Definitions below provided in SavATree Tree Management Plan Report.

**Fair condition: The vigor is normal or reduced. There is an accumulation of dead branches. Defects are present in the canopy that may or may not be correctable. There may be an active insect and/or disease infestation. The canopy has been reduced or is asymmetrical.*

***Moderate risk:*

Risk Rating Matrix

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Attachment: Agenda Report - Historic Pecan Tree Removal (24-7096 : Historic Pecan Tree Removal)

Consequences of failure are defined as:

- **Negligible** – No personal injury, minor property damage, and service disruptions easily restored.
- **Minor** – Slight personal injury, moderate property damage, and limited-service disruption.
- **Significant** – Substantial but not life-threatening personal injury, moderate value property damage, and prolonged service disruptions.
- **Severe** – Serious and possible life-threatening personal injury, high value property damage, and major service disruptions.

2. **Structural Integrity Report** by Integrity Tree Imaging of Canton, NC, dated June 13, 2024, that used radar technology to scan the root structure, scan the internal structure of the trunk at 1 foot intervals, and scan each major limb. Radar scanning examines the density and soundness of the tree. The scans of the trunk estimated 54% structural integrity (46% compromised/soft wood) at 1 foot of height, 73% structural integrity (27% compromised/soft wood) at 2 feet of height, and 67% structural integrity (33% compromised/soft wood) at 3 feet of height. The trunk is approximately 4 feet tall.

The root crown was in excellent condition, with no compromise of structural integrity.

Limbs ranged from 47% structural integrity to 68%, with compromised/soft wood accounting for 32% to 53% of each limb, with one small limb excluded.

A rating of 39% or less structural integrity is ranked as a structural integrity level of “imminent failure.” No radar scan found that low a level of structural integrity.

3. **Basic Tree Risk Assessment** by the City Arborist, dated June 26, 2024, assessing high risk, but not imminent failure, and recommending removal.

The City Arborist has identified that the Structural Integrity Report combined with his own assessment qualifies as an Advanced Level 3 Risk Assessment. SavATree also performs Advanced Level 3 Risk Assessments though SavATree was not tasked by the City to perform one in this case.

Consistent with Comprehensive Plan?

6. Furthers the City’s Tradition of Strong Leadership and High Level of Quality Services

Attachments:

SavATree Betty Mauldin Pecan 2022

City of Norcross-Tree Management Plan-Parks and Properties 2024

Integrity Tree Imaging Betty Mauldin Pecan (002)

Betty Mauldin Pecan Basic Tree Risk Assessment

Betty Mauldin Pecan Photos

Next Steps:

It remains staff’s recommendation to remove the tree, eliminating any risk to persons or property.

Update: NA

Tree # 4 - Pecan**H.3.b**

Tree #	4
CreationDate	5/4/2022
Species Common Name	Pecan
Tree Diameter (DBH)	49
Condition	Fair
Defects	Cavity at scaffold union / possible included bark/ internal dec
Objective	Safety of People & Property
Risk Rating	Moderate
GTC Recommendations	Advanced Level 3 risk assessment
Other - GTC Recommendations	
GTC Priority	High
PHC Recommendations	None at this time
Other - PHC Recommendations	
PHC Priority	None
Residual Risk Rating	Low
Additional Notes	Overextended branches/ Tag #324
x	-84.21
y	33.94

Attachment: SavATree Betty Mauldin Pecan



TREE MANAGEMENT PLAN REPORT

For

THE CITY OF NORCROSS

For Service At

NORCROSS PARKS & CITY FACILITIES

November 16, 2022

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CONTENTS

Why did SavATree create a tree management plan for the city of norcross?	1
How did savatree create the tree management plan?	1
What did SavATree find?	2
Tree Diameter Distribution	2
Tree Species Composition	3
Tree Condition Distribution	5
Tree Risk	6
Objectives	9
Tree management and Risk Mitigation	9
Plant Health Care	10
General Tree Care	10
Natural Resources Consulting	12
What does SavATree Recommend?	12
Appendix A- Buffer and Natural areas maps	13



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WHY DID SAVATREE CREATE A TREE MANAGEMENT PLAN FOR THE CITY OF NORCROSS?

In March 2022, the City of Norcross contracted with the SavATree Consulting Group to conduct a tree inventory and create a tree management plan. The city desired an actionable tree management plan to accommodate and improve their program for General Tree Care (GTC), Plant Health Care (PHC), and Tree Planting initiatives. Our proposal was approved as a 2-year project:

Year 1 (2022) – Inventory, assess, and develop a management plan for the trees in Parks and Facilities.

Year 2 (2023) – Develop a similar plan for the City's Street Trees.

Our proposal was approved, and it was determined that our assignment was to perform the following:

- Conduct an ANSI A300 Level 2, 360-degree ground-level visual inspection of individual trees.
- For all trees 2" and greater planted for landscape enhancements and/or tree-planting initiatives, and existing trees in parks and wooded areas 6" and greater collect location, species common name, diameter at breast height (DBH), condition, defects, objective, risk rating, GTC recommendations, other GTC recommendations, GTC priority, PHC recommendations, other PHC recommendations, PHC priority, residual risk rating, and additional notes.
- Create a web-based map of resulting inventory and tree management data.
- Provide a written report of findings and recommendations.

Data collection occurred between May and October 2022.

HOW DID SAVATREE CREATE THE TREE MANAGEMENT PLAN?

SavATree Consulting Group deployed an ISA Certified Arborist who is Tree Risk Assessment Qualified to conduct the tree inventory. Mobile GIS (ESRI Field Maps) was used to inventory the trees on the various park and facilities sites around the city. We added a parcel layer to the map so that only trees on city property would be inventoried.

All trees, except for those noted as being assessed otherwise, received an ANSI A300 Level 2, 360-degree ground based visual tree risk assessment. Tree diameters were measured with a diameter tape, and a fiberglass, sand-filled hammer was used to sound the trees for hollow resonance where appropriate. In certain natural or buffer areas, which are identified in the maps in Appendix A (Figures 10-12, Page 13), trees were provided a Level 1 (Walk-by) assessment only. Any trees in these areas were provided a Level 2 assessment where defects, disease, or insect infestation, excessive lean or other potential conditions that might lead to failure were evident. Any such trees in these areas were included in the inventory.

We downloaded the data to Excel and analyzed it using pivot charts and tables.

We uploaded the data to ArcGIS online and exported the results to a web app for your use.

WHAT DID SAVATREE FIND?

There were 1,230 trees assessed and included in the tree inventory. An Excel file with the complete inventory dataset has been provided as a separate document. The link to the web app is listed below:

City of Norcross Parks and Facilities web app: <https://arcg.is/198y9n0>

Tree points are color coded by GTC priority as requested by the City Arborist. Instructions for using the web app and widgets are included in the 'About' tab which automatically pops up when opened.

Tree Diameter Distribution

Tree diameter distribution provides an indicator of population sustainability. The structural diversity of the tree population can inform management and planning decisions. A “reverse-J” curve represents a desirable diameter distribution in tree populations as most trees should be in the lower diameter classes to sustain a canopy into the future (Figure 1).¹

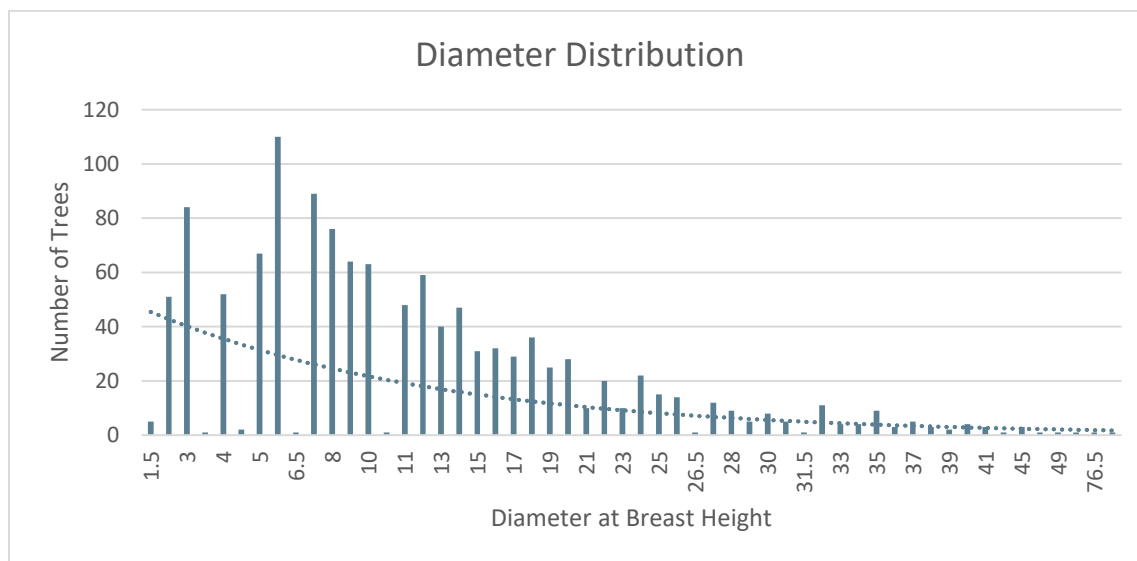


Figure 1: Tree Diameter Distribution

Currently, the city's tree population in the parks and facilities is of a desirable youthful population as seen in the dotted line in Figure 1 above. Having also inventoried recently planted landscape trees 3" DBH and under, the legacy of the canopy is also well represented.

¹ Morgenroth, Justin; Nowak, David J.; Koeser, Andrew K. 2020. DBH Distributions in America's Urban Forests—An Overview of Structural Diversity. *Forests*. 11(2): 135. 12 p. <https://doi.org/10.3390/f11020135>.

Tree Species Composition

Table 1: Tree Species by Quantity.

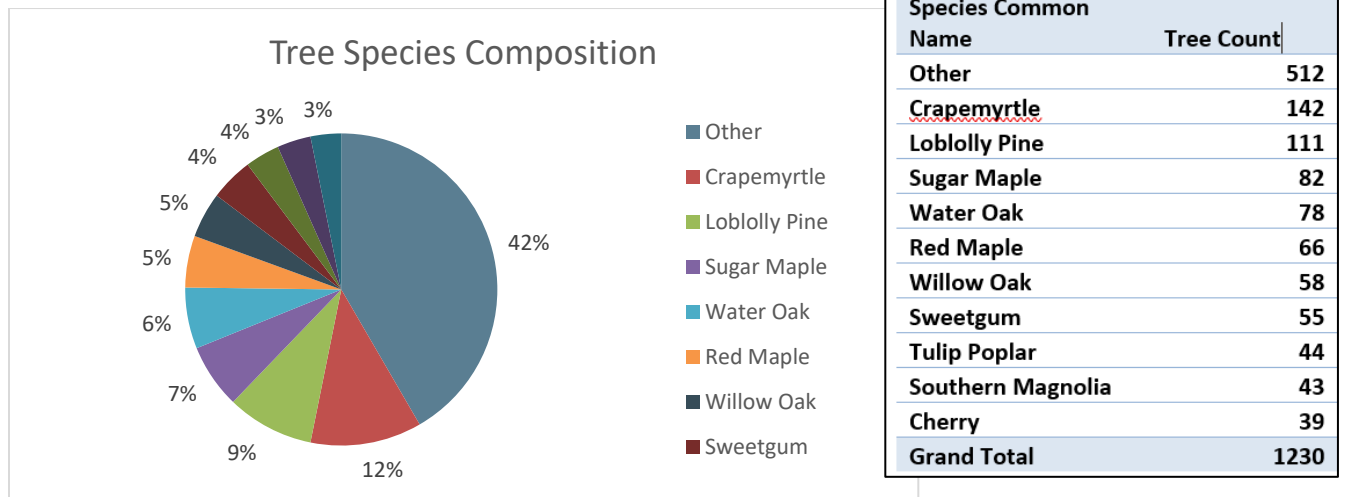


Figure 2: Tree Species Composition.

Tree species diversity is important to the sustainability and resilience of a tree population, especially in urban areas where stress, pests, and disease are common. Dr. Frank Santamour has previously described a method for managing diversity in urban plantings; this is referred to as the “10-20-30 rule”.² This rule states that for maximum protection against pest outbreaks, the urban forest should ideally contain no more than 10% of any single tree species, no more than 20% of any tree genus, and no more than 30% of any tree family. The dominant single tree species of the group is Crapemyrtle (*Lagerstroemia indica*, Family Lythraceae) at 142 trees (Table 1, Figure 2). This represents 11.5 % of the tree canopy in the parks and facilities. This is followed closely by Loblolly Pine (*Pinus taeda*, Family Pinaceae) at 111 trees, 9% of the canopy. The Beech Family (Fagaceae) dominates the canopy with 207 total trees spread among 2 Genera and 14 Species, comprising nearly 17% of the canopy. The Maple Family (Aceraceae) comes in second with 168 trees of 6 species forming 13.6 % of the canopy. Therefore, application of the “10-20-30” rule would suggest limiting the future planting of Crapemyrtle and Pine trees. The city tree canopy is otherwise quite diverse and conforms very well to the “10-20-30” rule. A breakdown of the “Other” category comprising 42% of the tree canopy may be found in Table 2 and Figure 3 below.

² Santamour, Frank S., Jr. 1990. Trees for Urban Planting: Diversity, Uniformity, and Common Sense. Proc. 7th Conf. Metropolitan Tree Improvement Alliance (METRIA) 7:5765.



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Table 2: "Other" Trees by Species Common Name and Quantity.

Species Common Name	Tree Count	Species Common Name	Tree Count
Sycamore	35	Ginkgo	3
Ash	33	Hackberry	3
Black Gum	20	Hophornbeam	3
Dogwood	19	Silver Maple	3
Holly	19	American Holly	3
Cherry Laurel	18	Swamp White Oak	3
Sweet Bay Magnolia	18	Unidentified	3
Redbud	17	Juniper	3
American Elm	15	Walnut	2
Chinese Elm	15	Black Locust	2
River Birch	15	Virginia Pine	2
Bald Cypress	15	Yellowwood	2
Red Oak	14	Weeping Willow	2
Pecan	14	Mimosa	2
Arborvitae	14	Pawpaw	2
Magnolia	13	Chinese Fringe Tree	2
Italian Cypress	12	Trident Maple	2
Elm	12	Laurel Oak	1
Ironwood	12	Eastern Redcedar	1
Japanese Magnolia	11	Black Willow	1
Boxelder	11	Goldenraintree	1
Shumard Oak	10	Linden	1
Post Oak	10	Honeylocust	1
Swamp Chestnut Oak	9	Smooth Cypress	1
Winged Elm	8	False Cypress	1
Mulberry	8	Sugarberry	1
Bradford Pear	8	Alder	1
Overcup Oak	7	Persimmon	1
Serviceberry	6	Chaste Tree	1
Kousa Dogwood	6	Deodar Cedar	1
Southern Red Oak	5	Canadian Hemlock	1
Pin Oak	4	Princess Tree	1
White Oak	4	American Beech	1
Zelkova	4	China Fir	1
Japanese Maple	4	Hemlock	1
Cryptomeria	3	Purple-leaf Plum	1
Hybrid Oak	3		
Total "Other"	512	Total Trees	1230

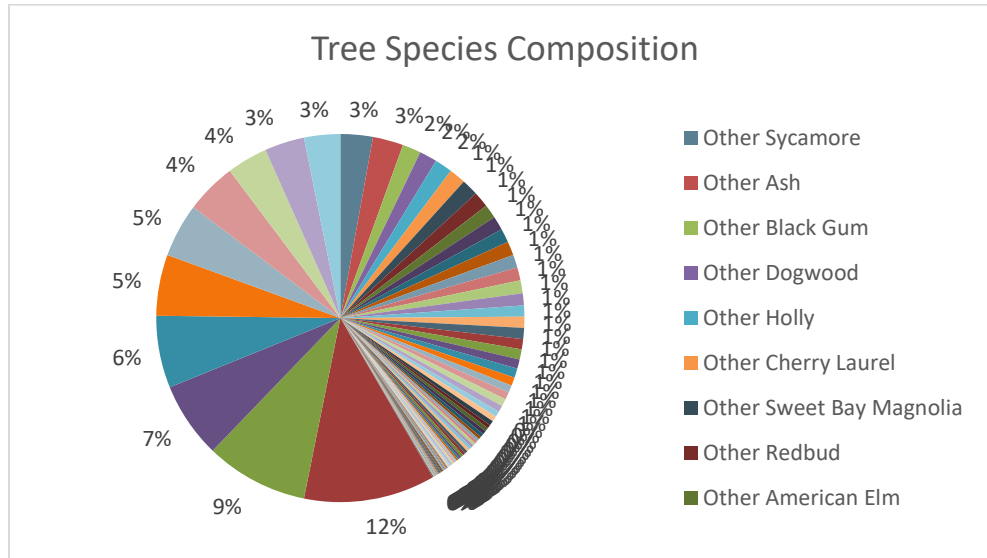


Figure 3: “Other” Tree Species Composition.

Tree Condition Distribution

We assigned condition ratings for each of the 1,230 trees in the inventory. Tree condition considers health, structural integrity, and form. Trees were rated excellent, good, fair, poor, or dead as shown in Figure 3.

- Excellent** – The tree is well-sited and growing conditions are favorable for full development of the tree. Few if any structural defects, healthy growth, and desirable characteristics of the species are exhibited. Trees are in all ways, with the possible exception of full maturity, a specimen plant.
- Good** – The vigor is normal for the tree species with minor twig dieback. Defects are minor and easily corrected. The canopy may have minor asymmetry which could be due to pruning for clearance.
- Fair** – The vigor is normal or reduced. There is an accumulation of dead branches. Defects are present in the canopy that may or may not be correctable. There may be an active insect and/or disease infestation. The canopy has been reduced or is asymmetrical.
- Poor** – The tree is in decline and not likely to recover. Foliage color and quality is poor. Dead or missing branches comprise over 50 percent of the tree canopy. There may be serious structural deficiencies in the tree.
- Dead** – Little to no indication of life.

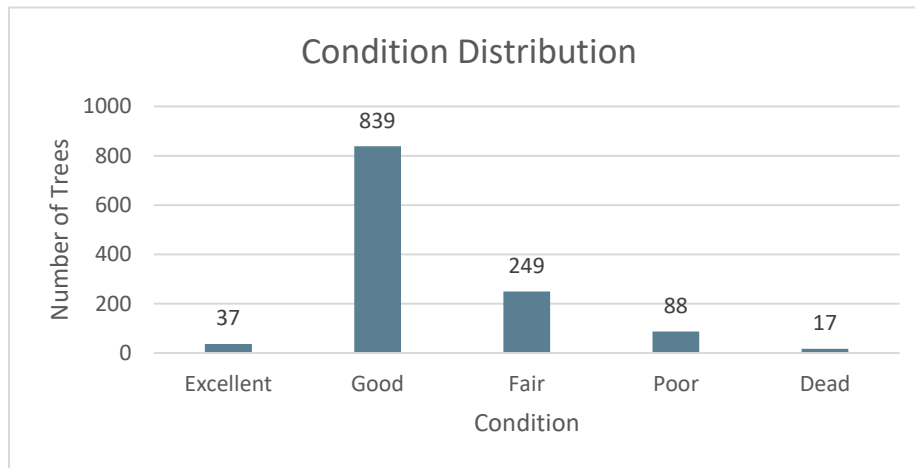


Figure 4: Tree Condition Distribution.

More than 90% of the trees in the Norcross Parks and Facilities are in fair condition or better, which is outstanding. There are 88 trees in poor condition, and 17 trees are dead.

Tree Risk

Tree risk ratings were assigned in accordance with *ANSI A300 Part 9*³ and using the *Tree Risk Assessment Manual*⁴ as a guide. All trees included in the inventory were evaluated using the Level 2 Basic Tree Risk Assessment process. Trees in the City of Norcross are largely low risk. Low risk trees represent over 80% of the population (Figure 5). There are 190 moderate risk, 29 high risk, and 9 extreme risk trees. It should be noted that no tree is ever assigned “no risk” as there is always risk associated with standing trees, though it could be negligible.

³ ANSI A300, Part 9. 2017. American National Standard for Tree Care Operations – Tree, Shrub, and Other Wood Plant Management-Standard Practices (Tree Risk Assessment). Tree Care Industry Association, Inc. Londonderry, NH.

⁴ Dunster, J.A., E.T. Smiler, N.P. Matheny, and S. Lilly. 2013. Tree Risk Assessment Manual. International Society of Arboriculture. Champaign, IL.

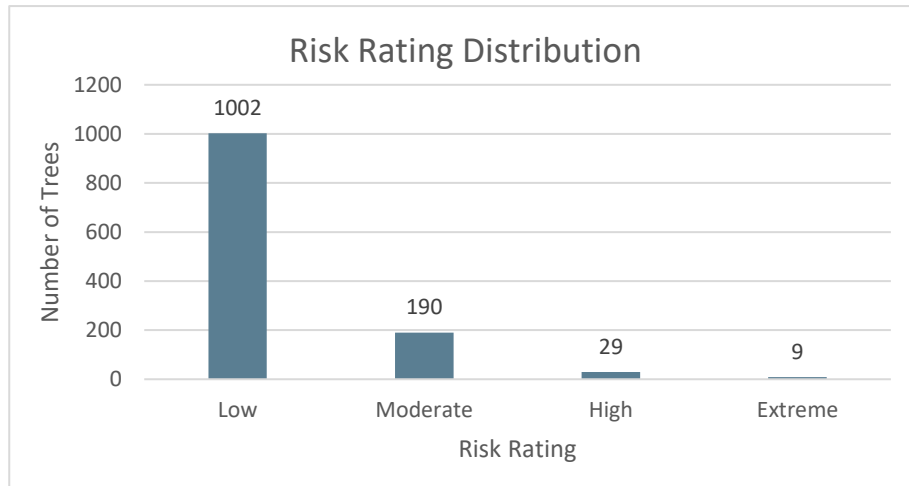


Figure 5: Risk Rating Distribution.

The tree risk assessment is a qualitative assessment based upon the premise of likelihood of failure and impact x consequences = risk. Tree risk assessments include the site, potential targets and an evaluation of the tree and visible defects. Residual risk ratings were assigned for each tree. Residual risk is the anticipated risk rating if the risk mitigation recommendation were to be performed.

Two matrices are used to work through the risk assessment process. The period we are considering is 1 year. That is, the likelihood of a failure event occurring would be 1 year from the time of our inspection. To evaluate the likelihood of failure and impact, a likelihood matrix is used (Table 3).

Table 3: Likelihood of failure and impact matrix.

Likelihood Matrix

Likelihood of Failure	Likelihood of Impact			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

The following are descriptions of the likelihood of the tree or tree parts failing:

- **Imminent** – Is occurring or will occur soon in the absence of a storm.
- **Probable** – May be expected under normal weather conditions in a specified period (2 years).
- **Possible** – May be expected under extreme weather.
- **Improbable** – Not likely to fail under normal weather and may not fail under extreme weather.



The following are descriptions of the likelihood of impact:

- **Very Low** – Chance of contacting a target is remote.
- **Low** – There is a slight chance of target impact.
- **Medium** – Could impact target but is not expected.
- **High** – Failed part is likely to impact the target.

The result from the likelihood matrix is used in the risk rating matrix (Table 4) combined with consequences of failure to determine the risk rating.

Table 4: Risk rating matrix.

Risk Rating Matrix

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Consequences of failure are defined as:

- **Negligible** – No personal injury, minor property damage, and service disruptions easily restored.
- **Minor** – Slight personal injury, moderate property damage, and limited-service disruption.
- **Significant** – Substantial but not life-threatening personal injury, moderate value property damage, and prolonged service disruptions.
- **Severe** – Serious and possible life-threatening personal injury, high value property damage, and major service disruptions.

A tree risk assessment is not a guarantee that a tree will or will not fail under certain circumstances. Living in and around living entities carries an inherent risk. Tree failures may be capricious occurring with or without prior symptoms. This assessment attempts to categorize risk given known site conditions, vulnerable targets and an interpretation of tree features and defects.

Objectives

Each tree was assigned a primary objective based on our recommendations. Objectives include aesthetics, plant health care, and safety of people and property. Safety is the top priority, and 132 trees were labelled with this objective. Any trees prioritized for Plant Health Care exhibited some concern related to site, stress factor, or potential for pest or disease infestation. This is a reactive, rather than a proactive stance, as the city already has a proactive Plant Health Care program from which many of the park and facility trees already benefit. There were thus only 6 trees labelled with a Plant Health Care objective. Aesthetics had much wider parameters, therefore a much higher number of trees included. Characteristic values associated with aesthetics include shade, ornamental value, landscape function, species diversity, landmark or character value, stormwater mitigation, urban forest, and/or greenspace values. There were 1092 trees that reflected an aesthetic objective (Figure 6).

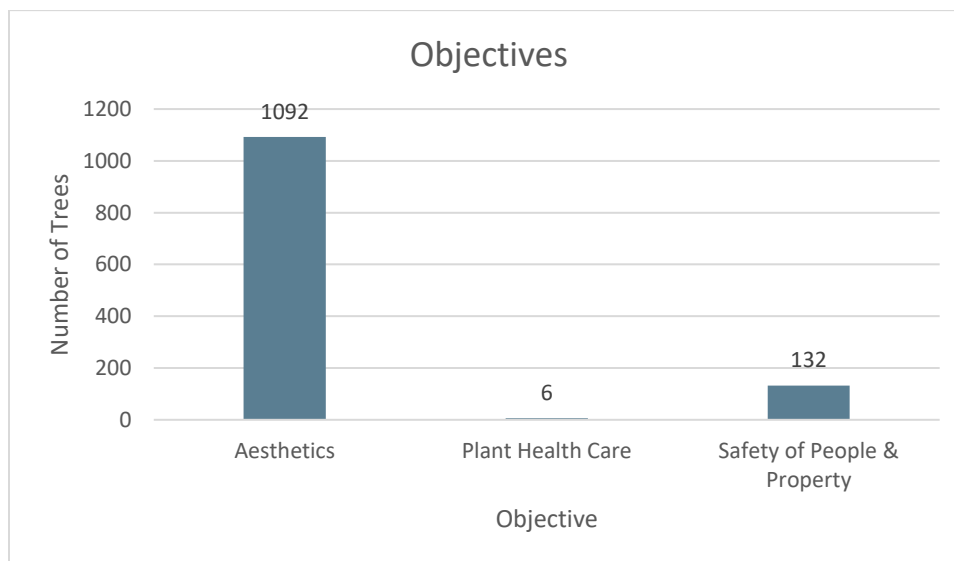


Figure 6: Objective Distribution.

TREE MANAGEMENT AND RISK MITIGATION

There are three main categories for tree management recommendations: plant health care (PHC), general tree care (GTC), and natural resources consulting (NRC). Plant health care recommendations are

focused on managing the health of the tree. General tree care recommendations are focused on the physical aspects of tree management. Natural resources consulting recommendations are for monitoring tree health or defects, or for advanced levels of inspection.

Plant Health Care

PHC recommendations were largely for biostimulant or insect disease treatments (Figure 7). Biostimulant treatments are substances applied to the root zone of trees and shrubs to stimulate natural processes that can improve nutrient uptake, stress tolerance, and overall tree health.

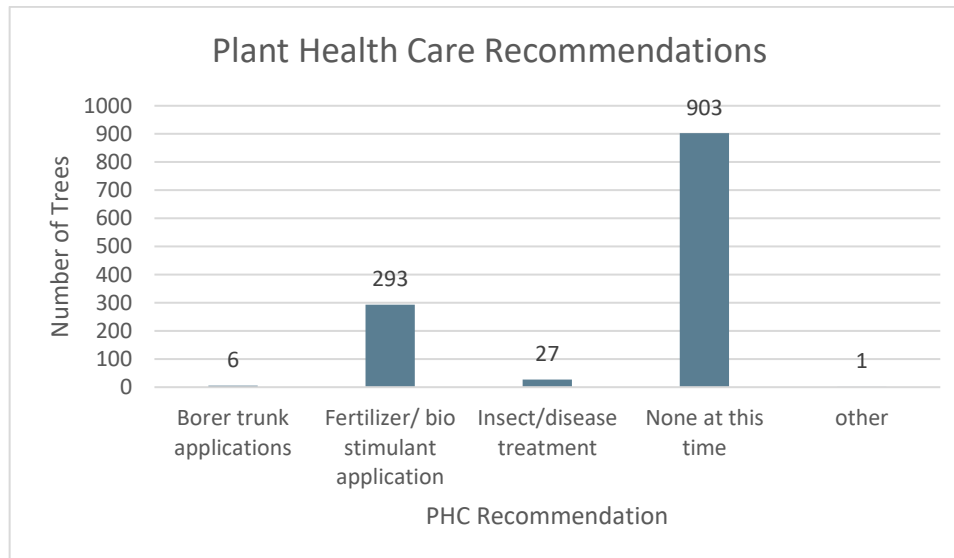


Figure 7: PHC Recommendations.

General Tree Care

General tree care (GTC) mitigation recommendations mostly include pruning, removal, installation of structural support systems, or pneumatic excavation. In most cases, specific pruning objectives were made where pruning was recommended. Structural support systems can include cabling or bracing to support weak branch unions or poor structure in mature trees, especially co-dominant stems. Pneumatic excavation or soil fracturing is recommended for trees with buried root flares, stem girdling roots, or compacted soil. GTC priority is shown in Figure 8, while a distribution of specific recommendations is shown in Figure 9.



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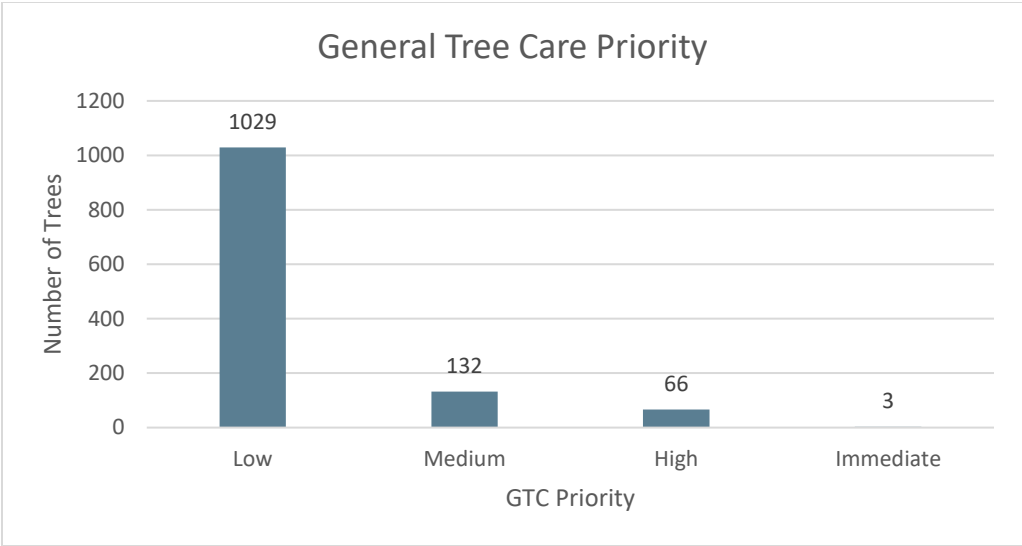


Figure 8: General Tree Care Priority Distribution.

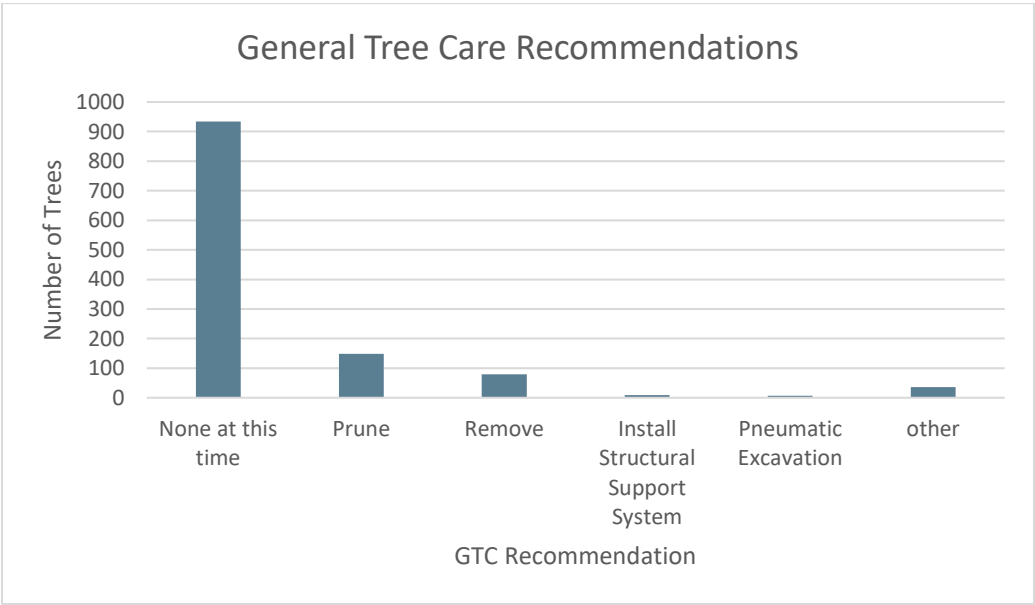


Figure 9: GTC Recommendations.



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Pruning was recommended for 149 trees, removal for 79 trees, structural support systems for 9 trees, pneumatic excavation for 7 trees. Other recommendations might include things ranging from removal of staking materials and guying materials to replacement of fencing around trees needing protection from wild animals, such as beavers.

Natural Resources Consulting

Monitoring is recommended for trees with structural or health conditions not presently severe enough to mandate immediate action. Advanced Level 3 Tree Risk Assessments were recommended for 16 trees.

WHAT DOES SAVATREE RECOMMEND?

Actionable Tree Intelligence

- Use the web app filter tool and/or excel spreadsheet to address the highest risk GTC recommendations first and move through the priorities to the extent your budget allows (Extreme->High->Moderate->Low).
- Use the web app filter tool and/or excel spreadsheet to identify trees to manage based upon your chosen objective (we recommend the following order: safety, plant health care, and aesthetics).
- Continue implementation of the existing Tree Management Program in the city, utilizing the updated information in the map and spreadsheet to revise priorities and target trees. Such emphasis can be applied to both PHC and GTC mitigation practices.
- In the few areas where excessive and invasive vine growth of plants such as Wisteria (*Wisteria floribunda*), English Ivy (*Hedera helix*), and Kudzu (*Pueraria montana*) persists, consider intensified management of these plants. Pruning of vines at the base of trees and physical removal from surrounding areas as well as carefully targeted herbicide applications with both selective and non-selective herbicides is recommended. Such efforts should take place over successive years. Herbicide treatments should be prioritized toward the end of the growing season when plants are actively transporting nutrients to root systems.
- When considering new tree plantings, look first at the bottom of the list of "Other" tree species on the properties to increase quantities of desirable species that may be present in low numbers.
- Proactive and cyclical tree care practices, such as application of appropriate plant health care measures, structural pruning of both new and mature trees, hazard mitigation, roof and building clearance, and the like can prevent the increased future cost and liability of deferred care and risk mitigation.



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Respectfully,

Rick Barnes, SavATree Consulting Group
 ISA Certified Arborist So-5723A
 Tree Risk Assessment Qualified
rbarnes@savatree.com
 (678) 878-0901

APPENDIX A- BUFFER AND NATURAL AREAS MAPS

The maps below (Figures 10-12) identify the natural/ buffer areas mentioned in the section “How did SavATree create the tree management plan” on Page 1.

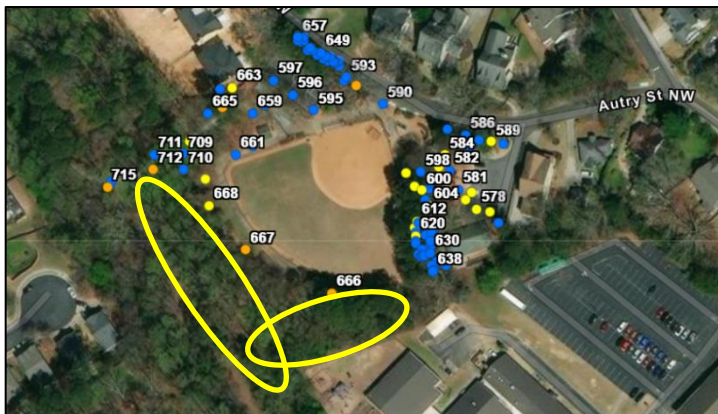


Figure 10: Natural area at Rossie Brundage Park (circled).



Figure 12: Buffer area at Pinnacle Park (circled).

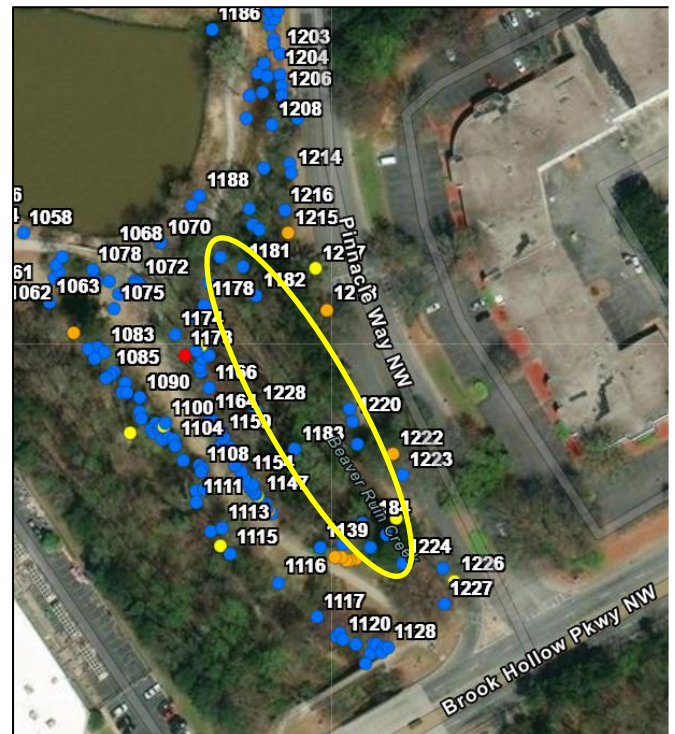


Figure 11: Natural area at Pinnacle Park (circled).

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 828-593-9685
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Structural Integrity Report

Produced using Tree-Radar® Technology

(NDE) Nondestructive Evaluation Method

Client: City of Norcross Georgia	Date: 6/13/2024
Address: 65 Lawrenceville St. Norcross, GA 30071	
Name: Pecan in Betty Mauldin Park	
Prepared for: Hunter Rawls	
Type: Pecan, <i>Carya illinoensis</i>	
Location: N33° 56.5460'	
W084° 12.7365'	



Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

Structural Integrity Levels:

A-Excellent	95-100% sound material present in wood
B-Good	80-94% sound material present in wood
C-Marginal	60-79% sound material present in wood
D-Poor	40-59% sound material present in wood
F-Imminent Failure	≤39% sound material present in wood

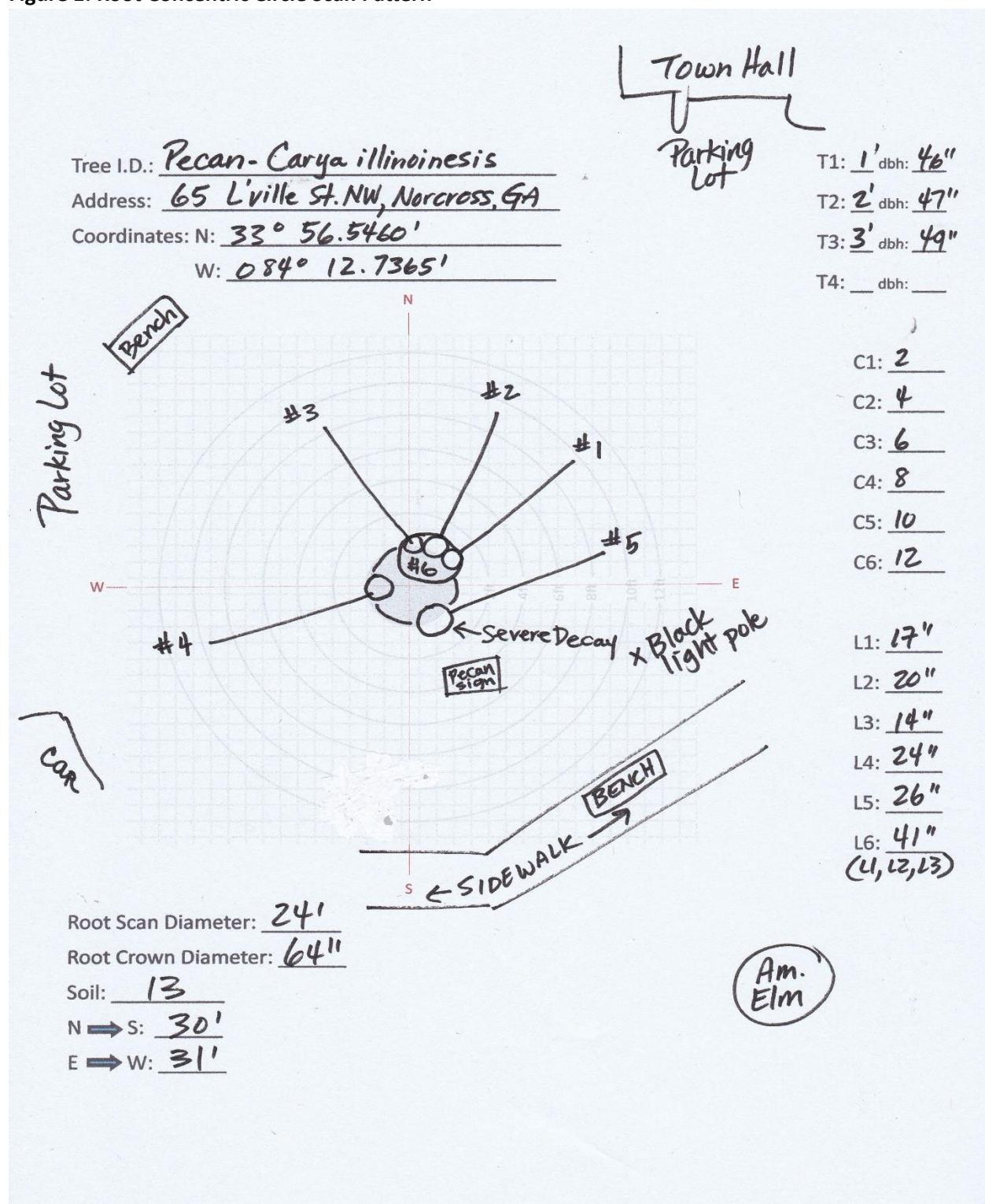
Tree Radar Unit (TRU™) Project Objective

Norcross, GA Pecan tree in Betty Mauldin Park

*Based on exposed decay located on limb #5 and possible changes in Betty Mauldin Park, a methodical and thorough inspection of the very short trunk, root crown, root area, and the six major limb unions has been undertaken. The sizable Pecan (*Carya illinoensis*) is approximately 80' in height and has a diameter at breast height (DBH) of 49". The tree has a 65' canopy spread. There is no visible sign of damage to the bark from grass mowing or maintenance. However, this Pecan contains two codominant stems at approximately 4' above the surface of the ground. This type of structure and other trunk irregularities constitute an in-depth and thorough examination. This tree exhibits no lean. The other significant traits include several surface seams and obvious stress union areas on the trunk. The imaging locations obtained from 11 scans of the Pecan tree are included in the figures on the following pages. **Figure 1** illustrates the 6 concentric circle pattern employed to obtain the scans of the root system. The circles start two feet away from the base of the tree and increase every two feet until a 30-ft. diameter is reached. **Figure 1** also indicates the exact location of 6 limb unions that were scanned. **Figure 2** shows the three cross-section/virtual sawcuts from the trunk of this tree. The sawcut images were obtained at the 1-ft., 2-ft., and 3-ft. levels, beginning from the ground level.*

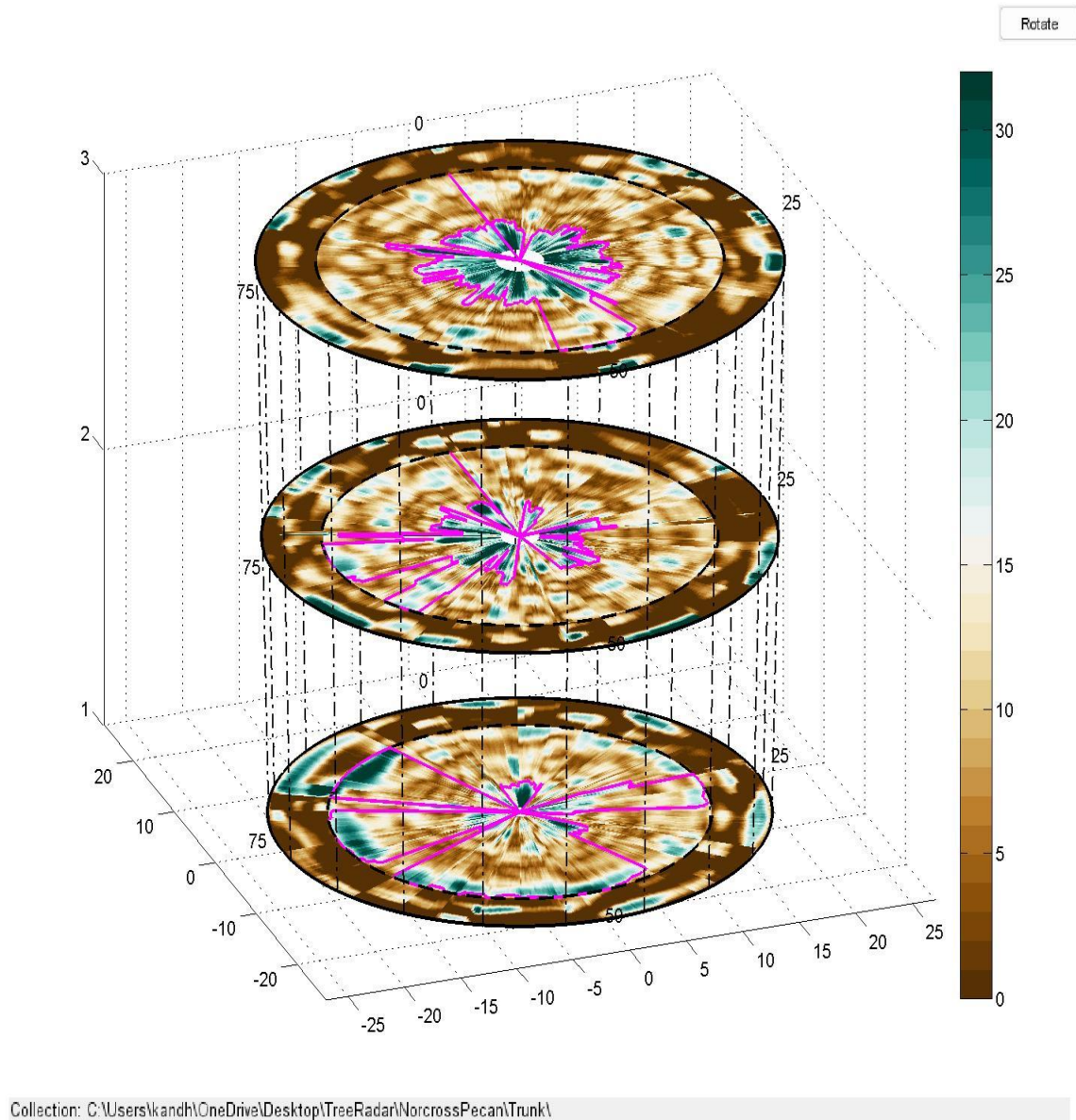
Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

Figure 1: Root Concentric Circle Scan Pattern



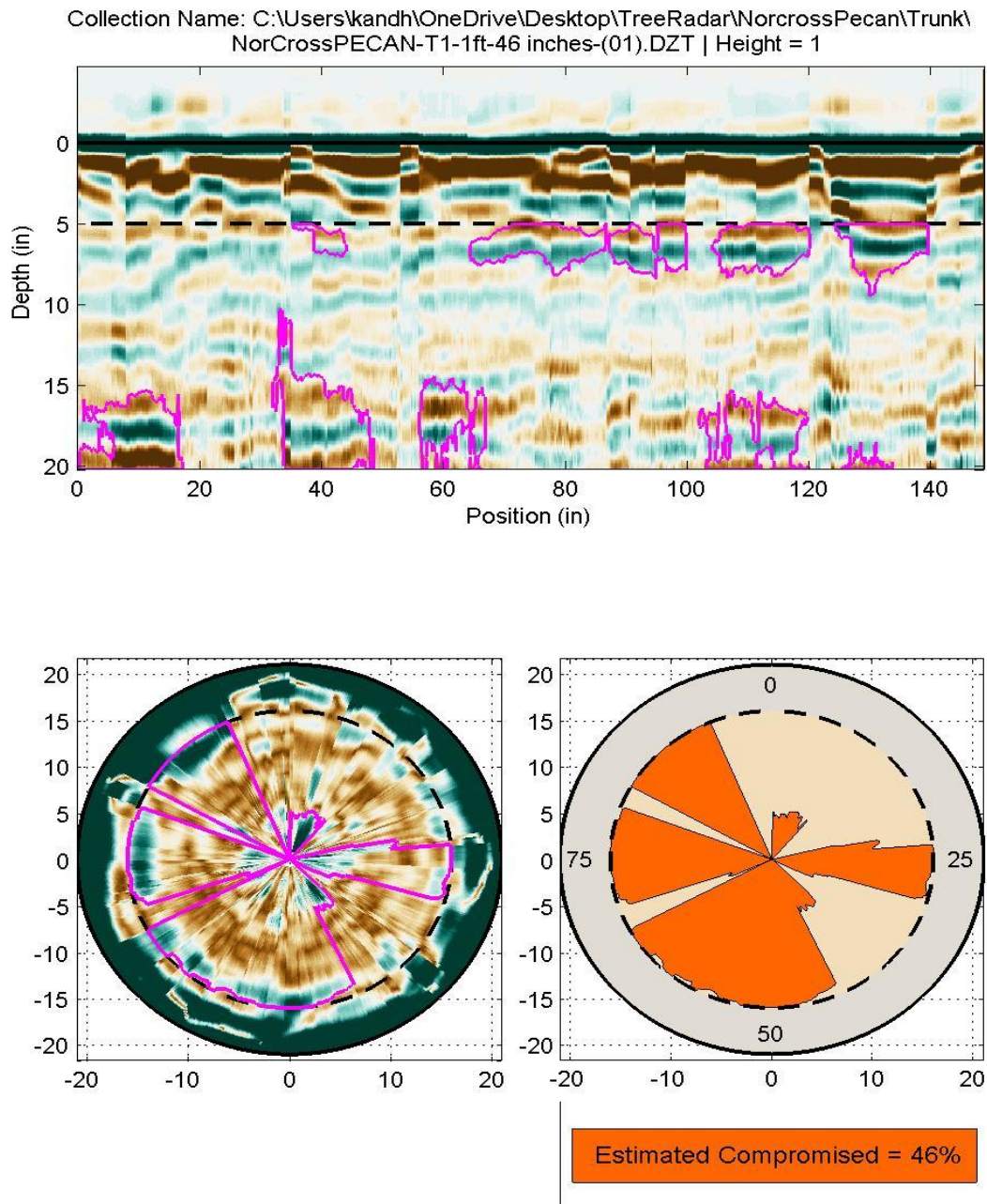
Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

Figure 2: Trunk Virtual Cross-Section Scans



Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

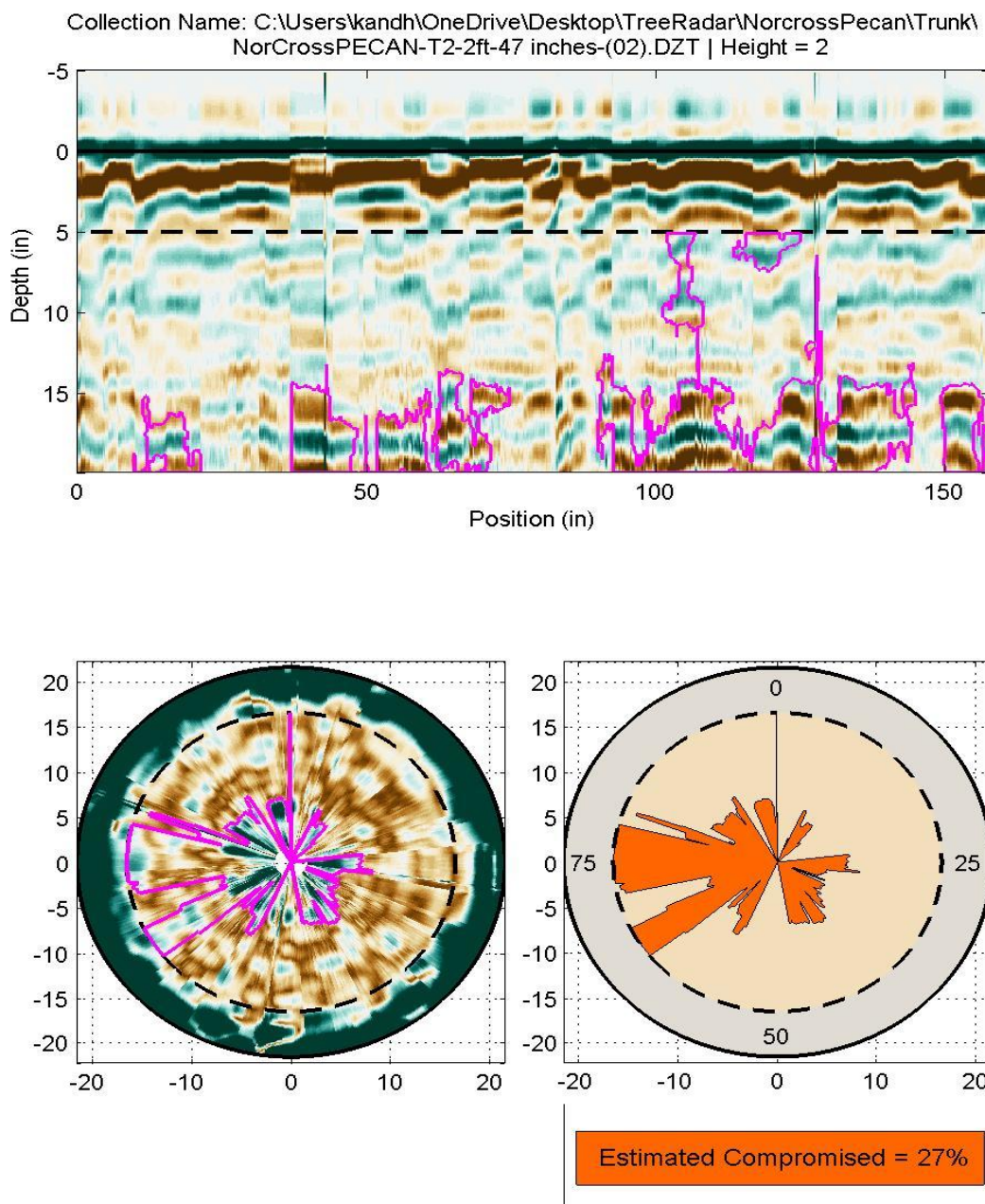
Figure 3: 1ft Cross-Sectional Trunk Scan



Grade: *Poor (D)* - with 54% structural integrity present. The images reveal possible ring shake decay located at the heart/sapwood interface. Significant soft wood present not detectable with the naked eye.

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

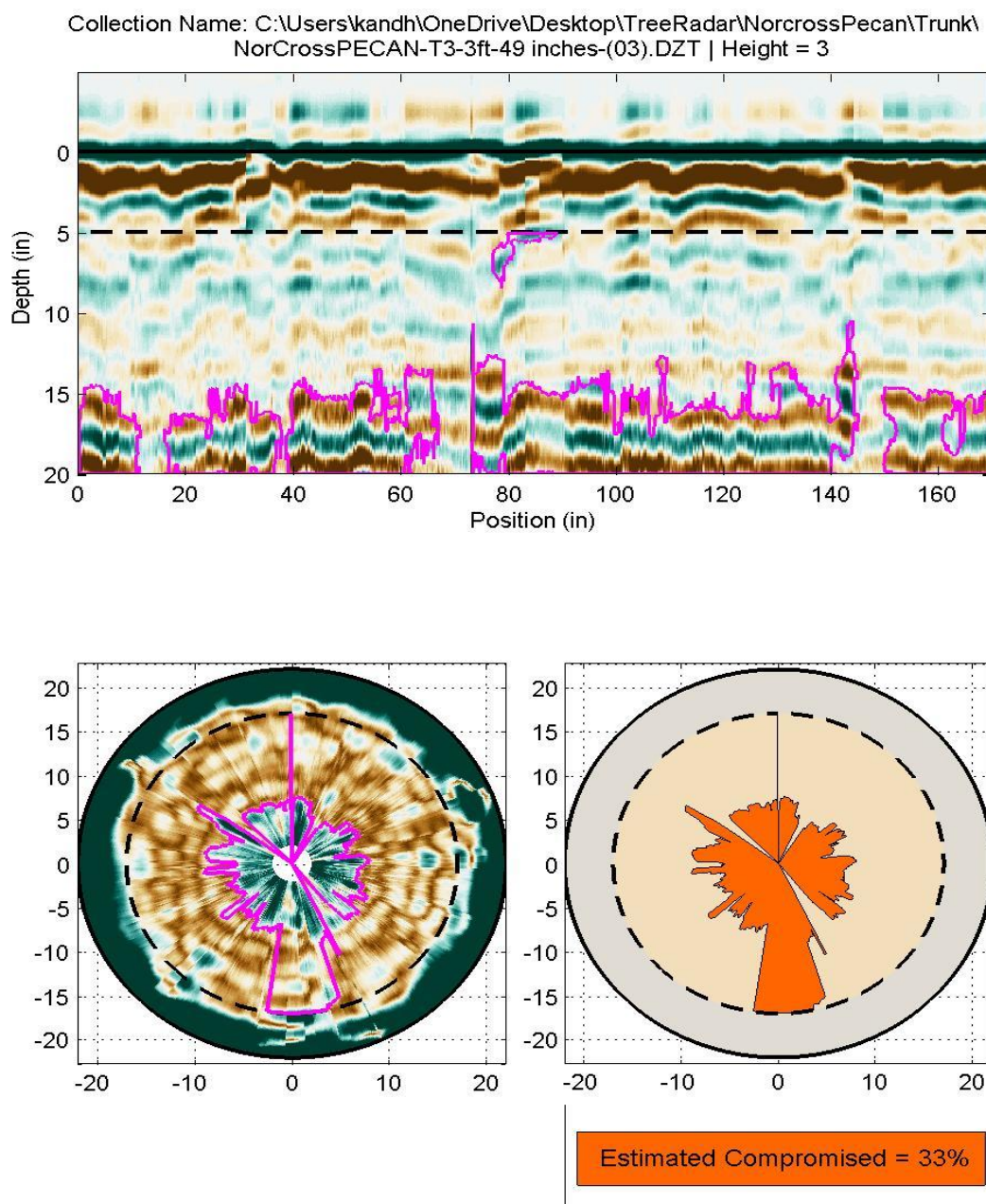
Figure 4: 2-ft Virtual Cross-Sectional Trunk Scan



Grade: *Marginal (C)* - 73% Structural integrity present. There is some decay present, the vast majority of which is at the most internal area of the trunk. Probably not hollow, but decay signs are visible in the center of the trunk.

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

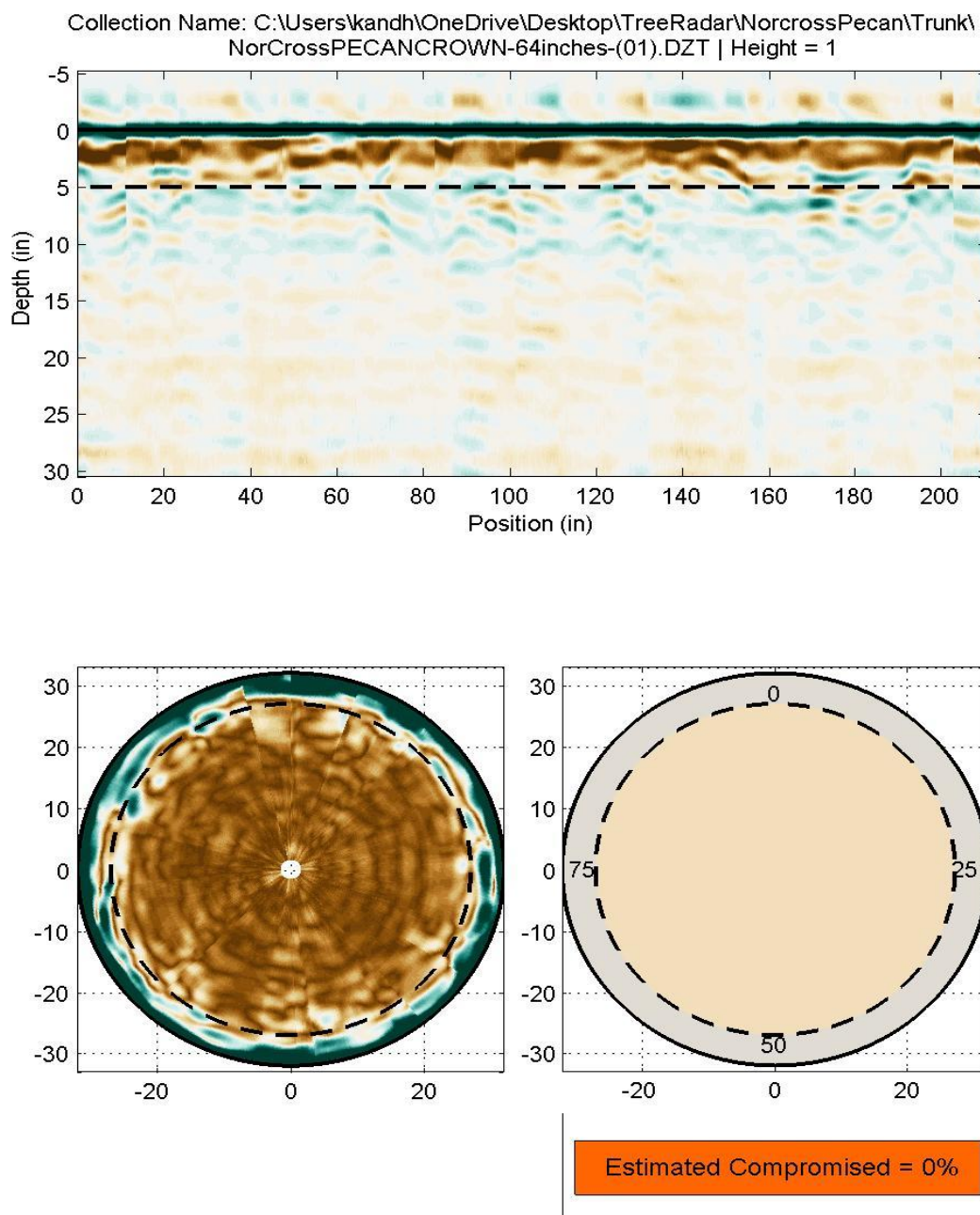
Figure 5: 3-ft Cross-Sectional Trunk Scan



Grade: *Marginal (C)* - 67% structural integrity present. There is a higher level and slightly more widespread decay present in this 3-ft.-high scan than at the 2-ft height. It's mostly contained in the center, but soft wood decomposition at the heartwood/softwood interface.

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

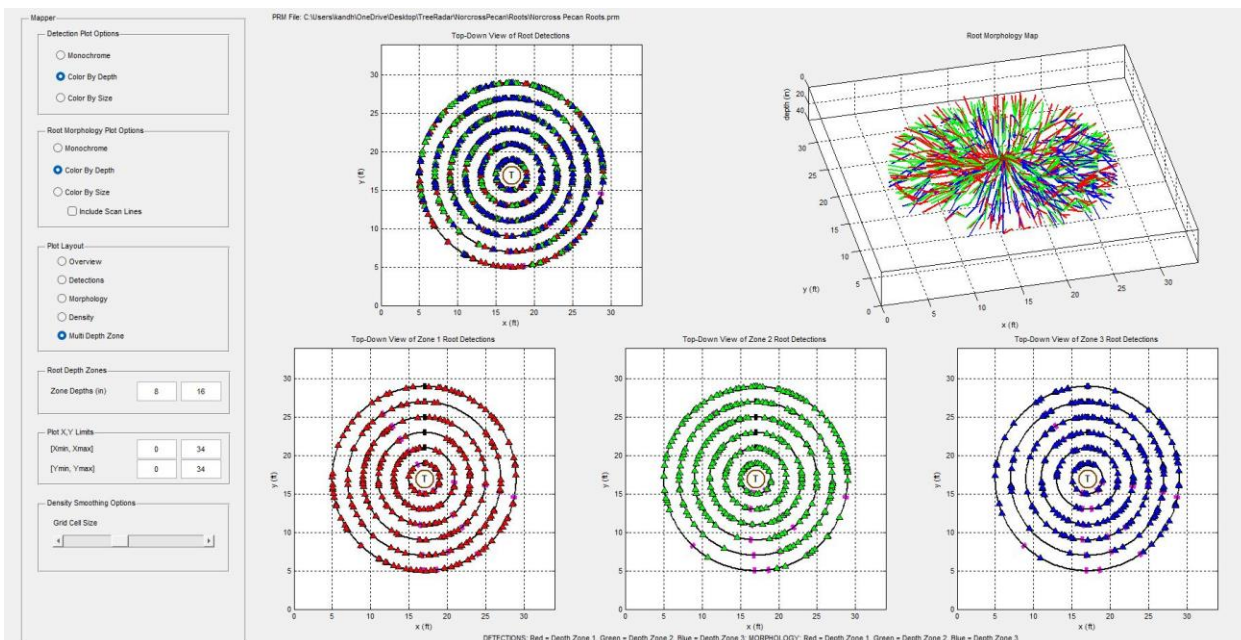
Root Crown Scan



Grade: *Excellent (A)*-The root crown/root collar region appears to be in excellent health. Two tiny, insignificant areas of decay are visible on the black dotted line of the image. This scan is approximately 64" in diameter.

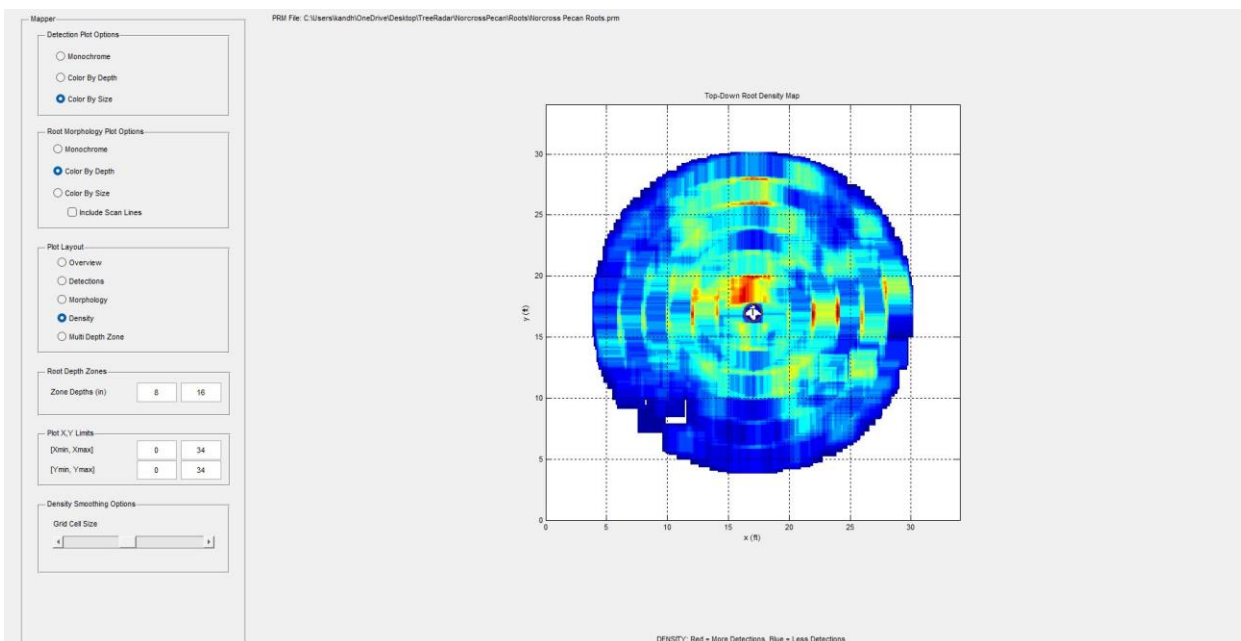
Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

Roots: Typical Root System Scan—32"-deep Feeder Root System



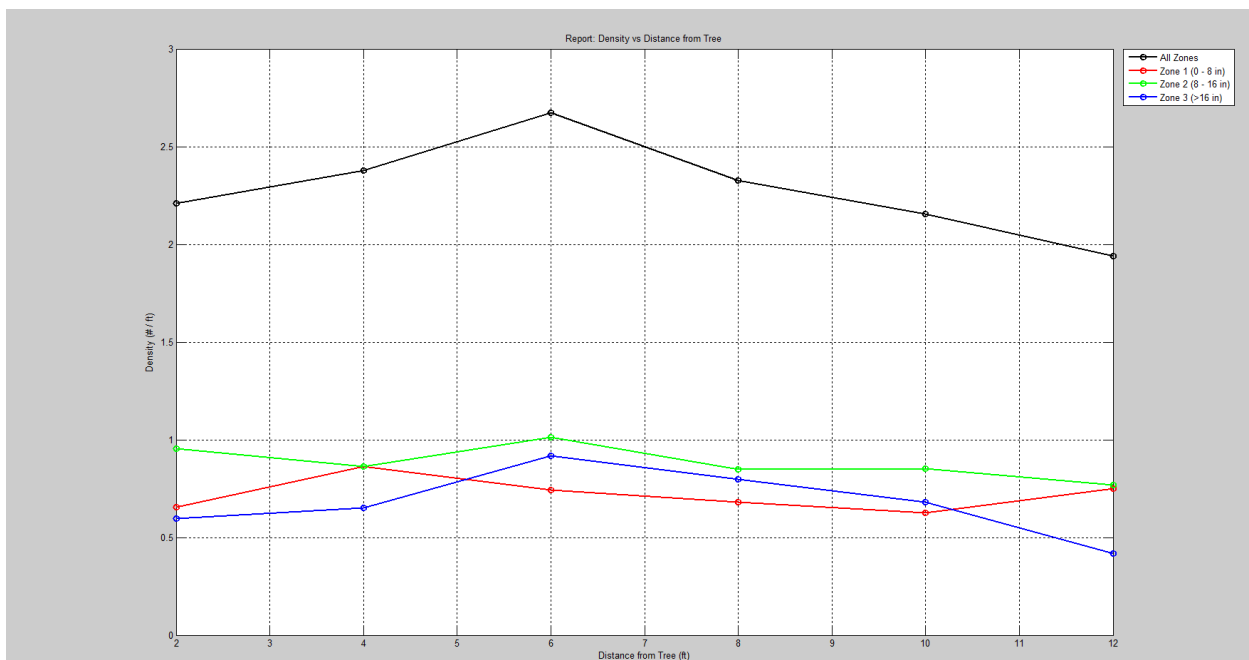
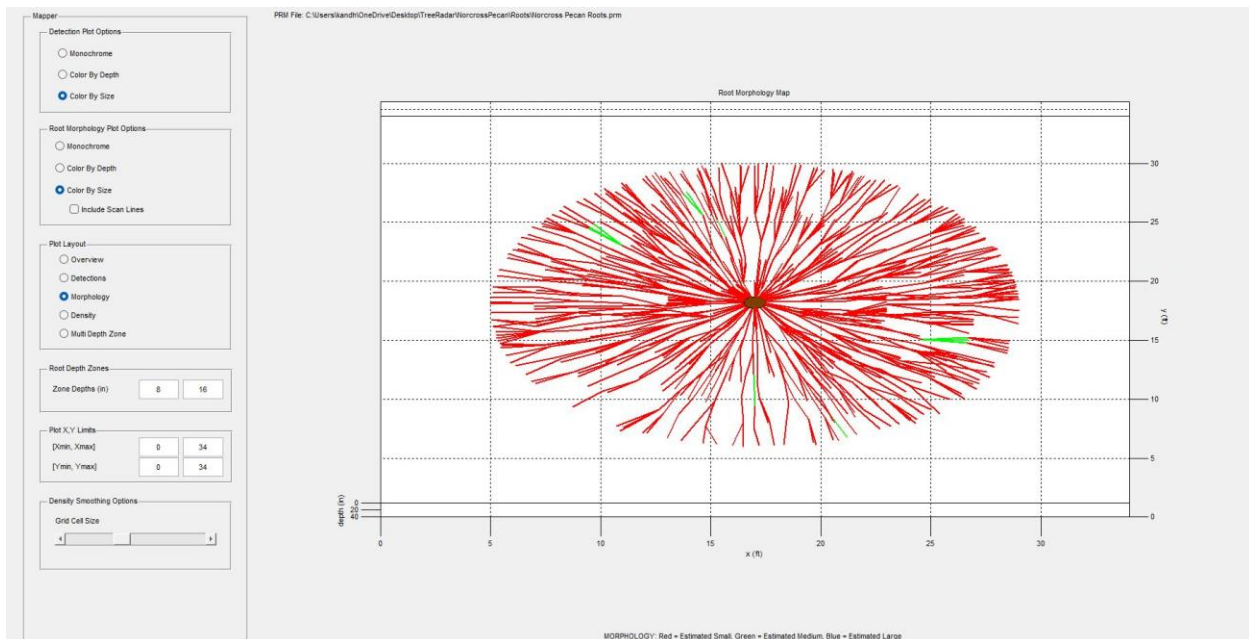
Root Location by depth: **Zone 1** 0-8" deep; **Zone 2** 8"-16" deep; **Zone 3** 16"-32" deep

Root Density: Highest Root Density Located in the Northern Quadrant Immediately Adjacent to Stem



Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

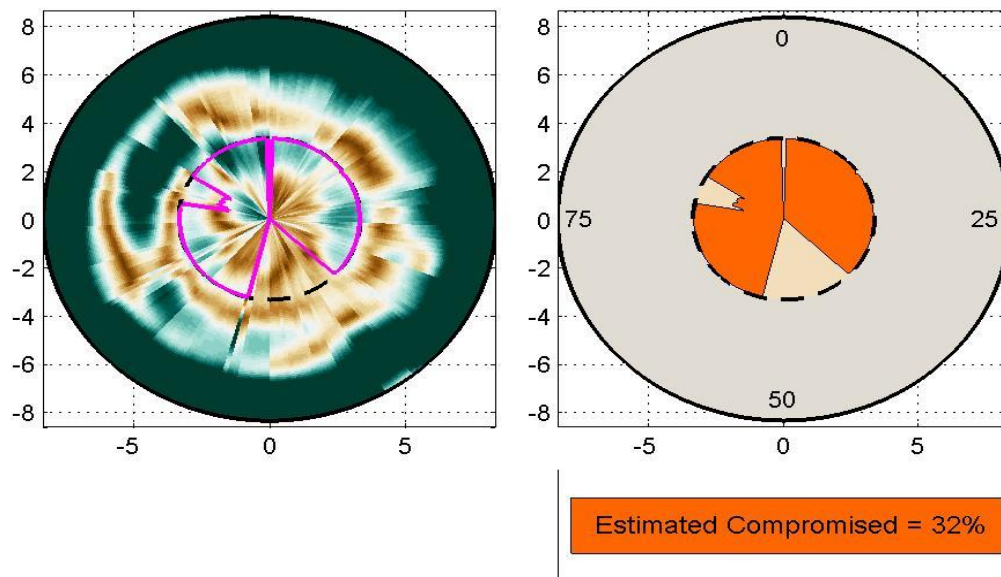
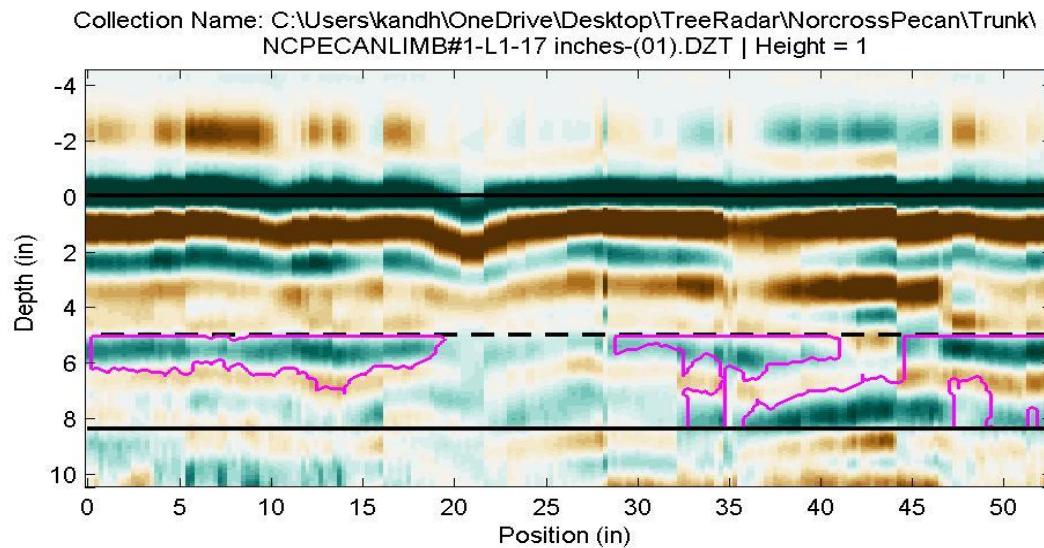
Root Morphology: Slight decline of density observed in the Southwest outer perimeter areas



Grade: *Excellent (A)* - Density and root presence at all depths shows consistency and very good health. Lack of large, structural roots in the upper root system area (< 36" below ground surface).

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

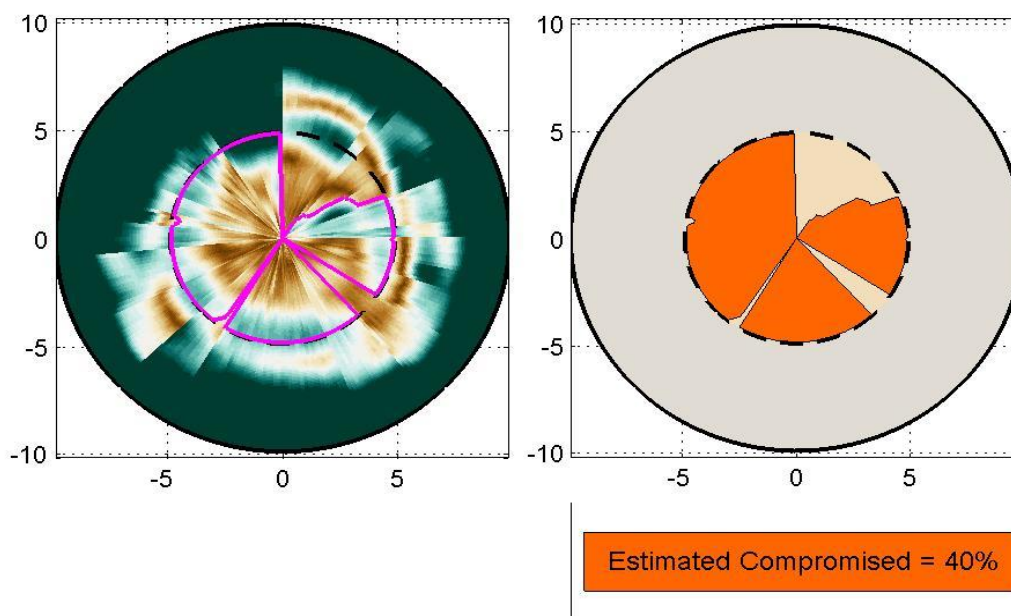
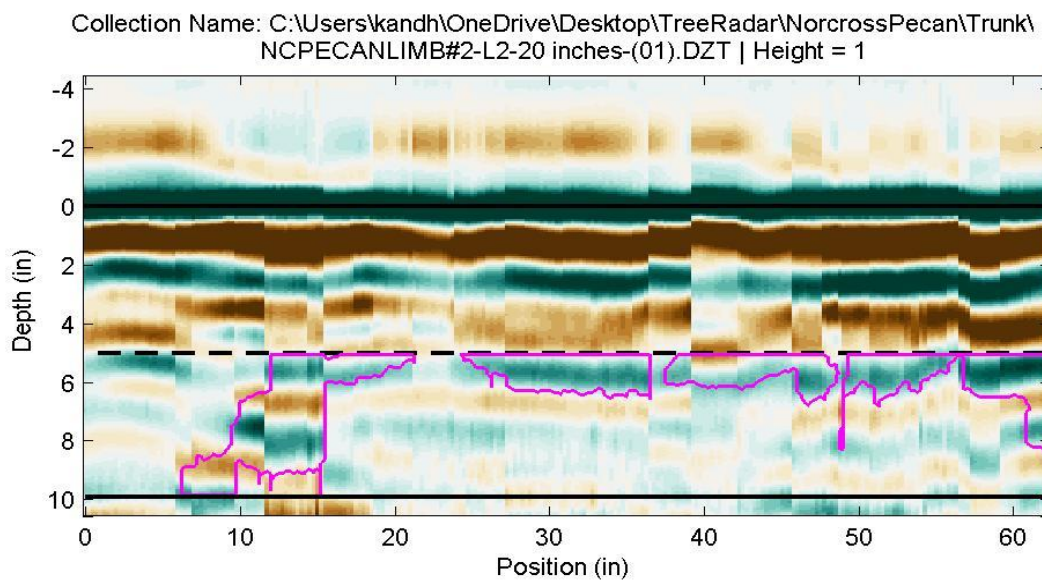
Limb #1



Grade: *Marginal (C)* - 68% structural integrity present. Soft wood present. Dark green outer ring is not good information because of the small limb diameter.

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

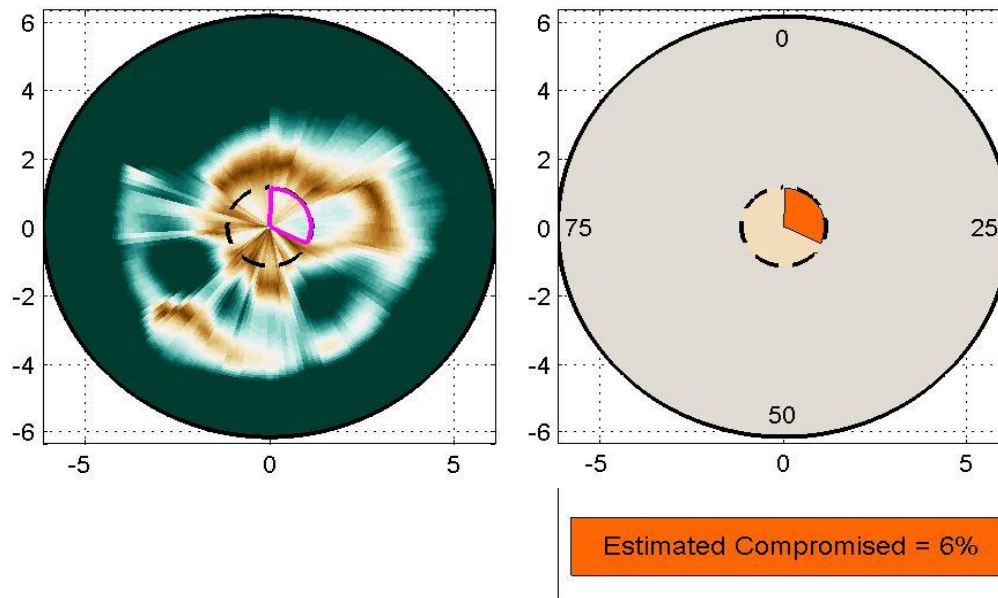
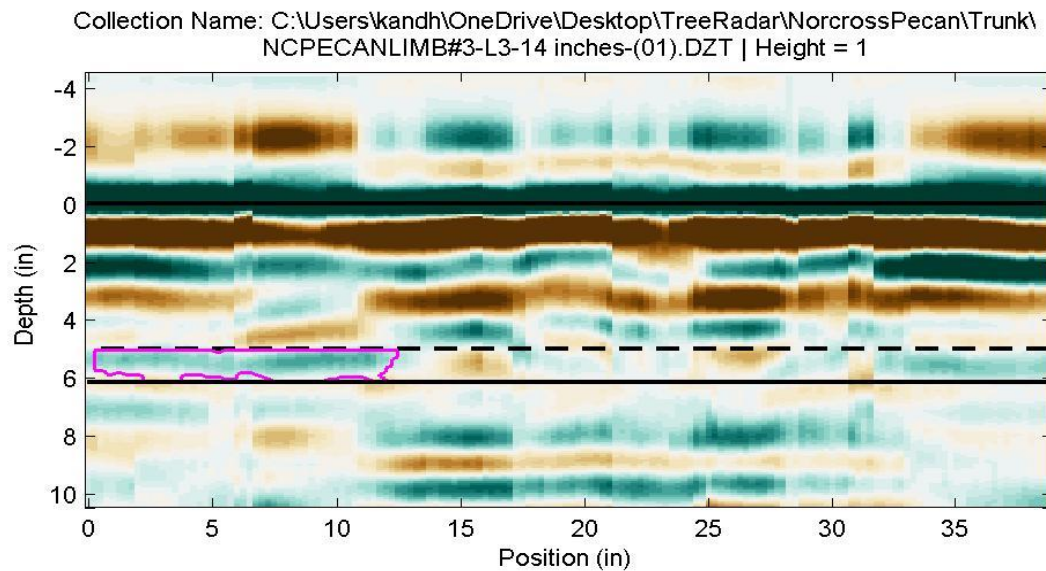
Limb #2



Grade: *Marginal (C)* - 60% structural integrity present. Soft wood and decay concentrated 5-7" deep inside this limb.

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

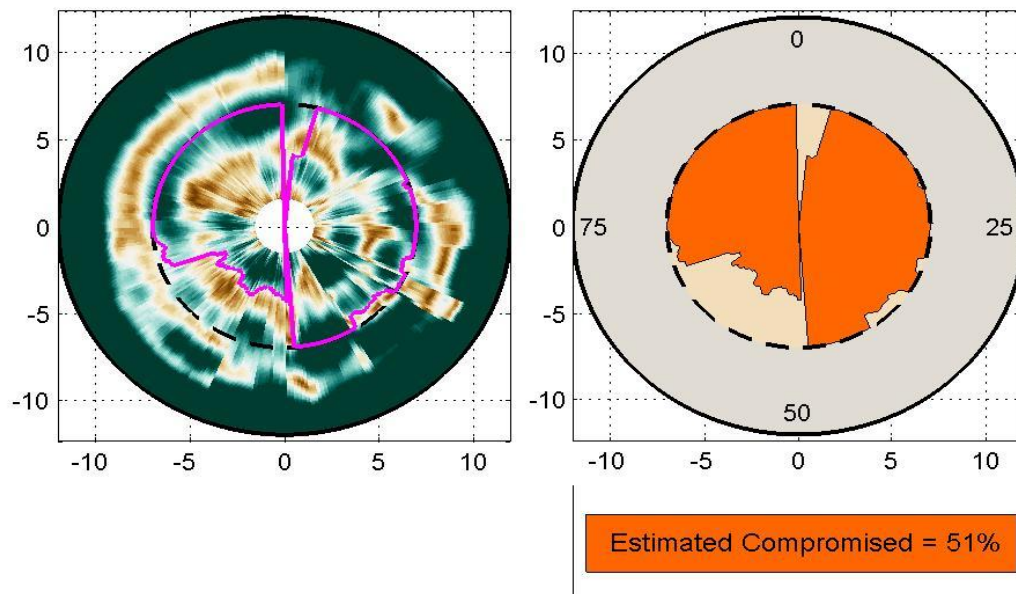
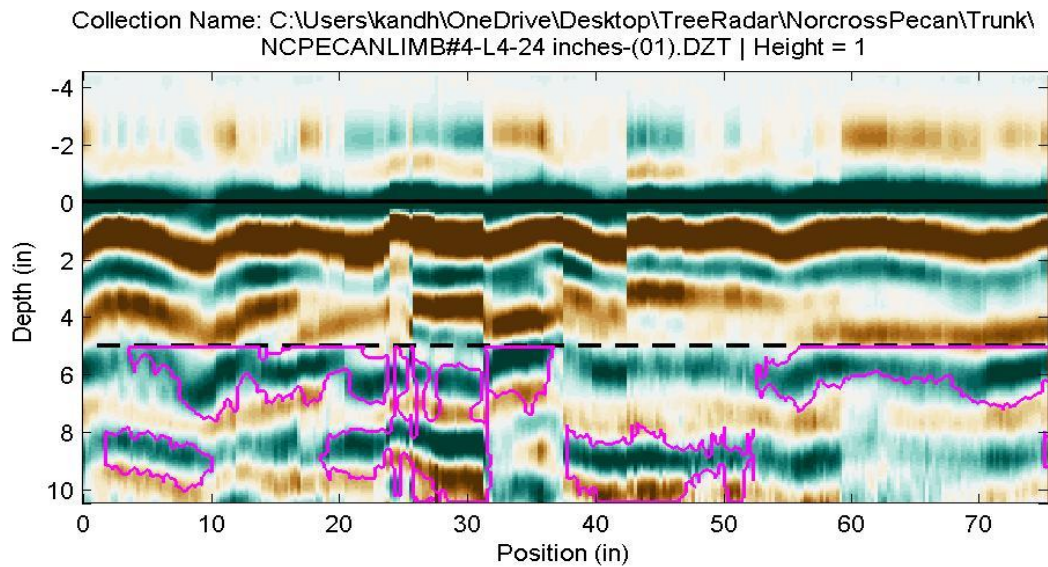
Limb #3



Grade: No Grade: Limb too small to get accurate data. Probably decay present.

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

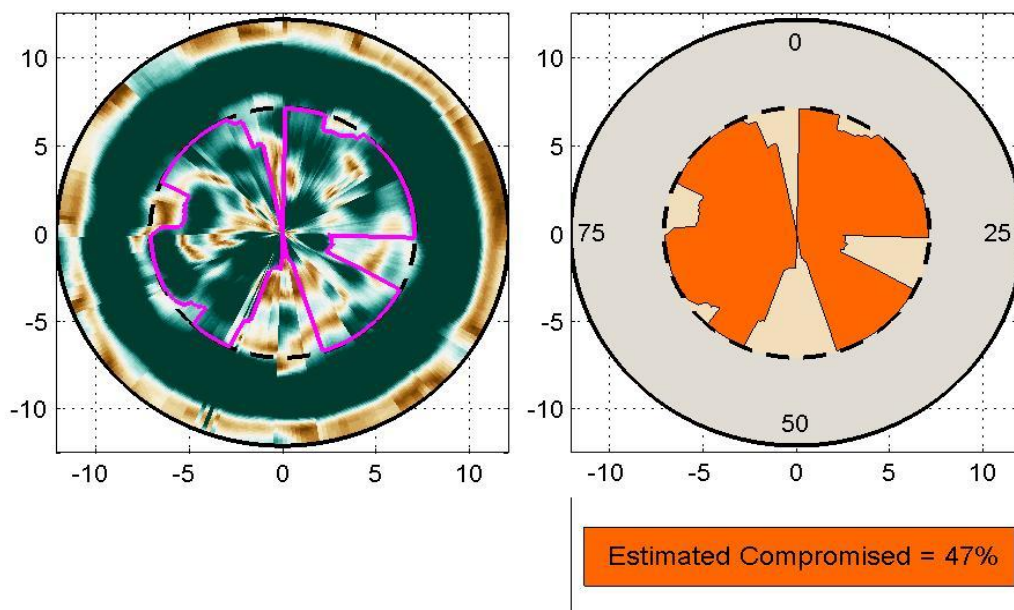
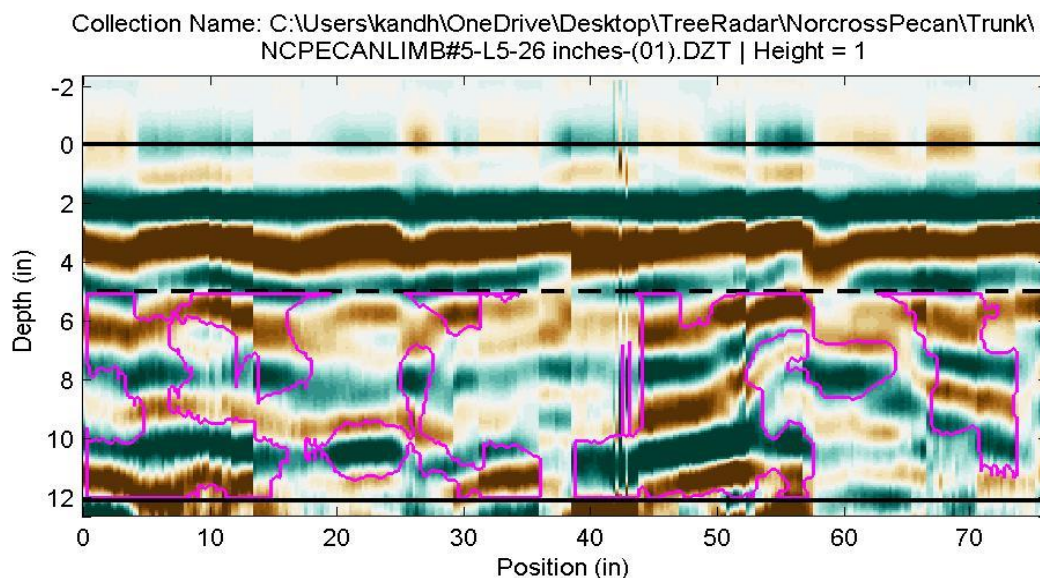
Limb #4



Grade: *Poor(D)* - 49% structural integrity present. Widespread compromised wood present. White center unscanned area.

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

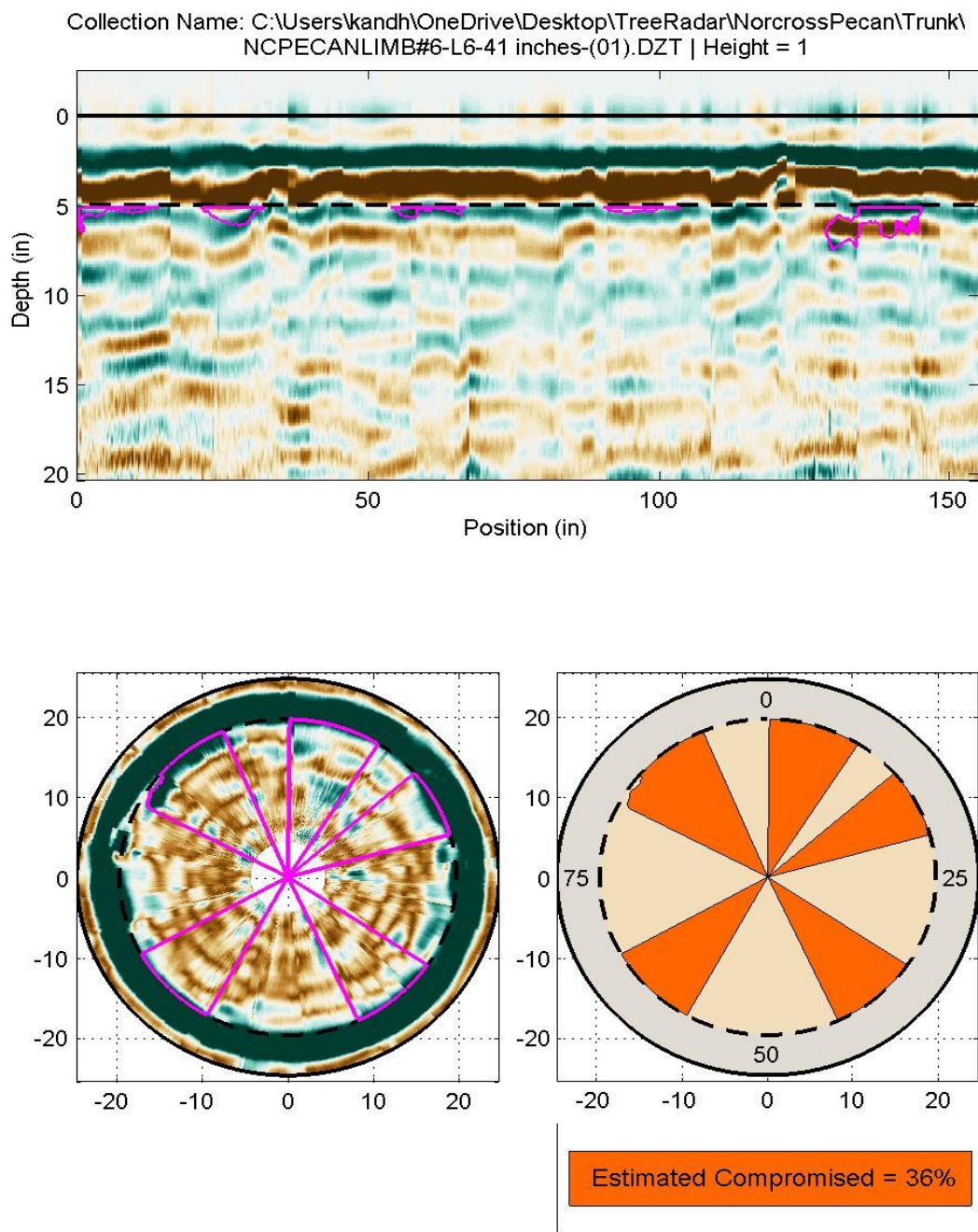
Limb #5



Grade: *Poor (D)* - 53% structural integrity present. There is a very small amount of substantial wood holding this largest single limb.

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

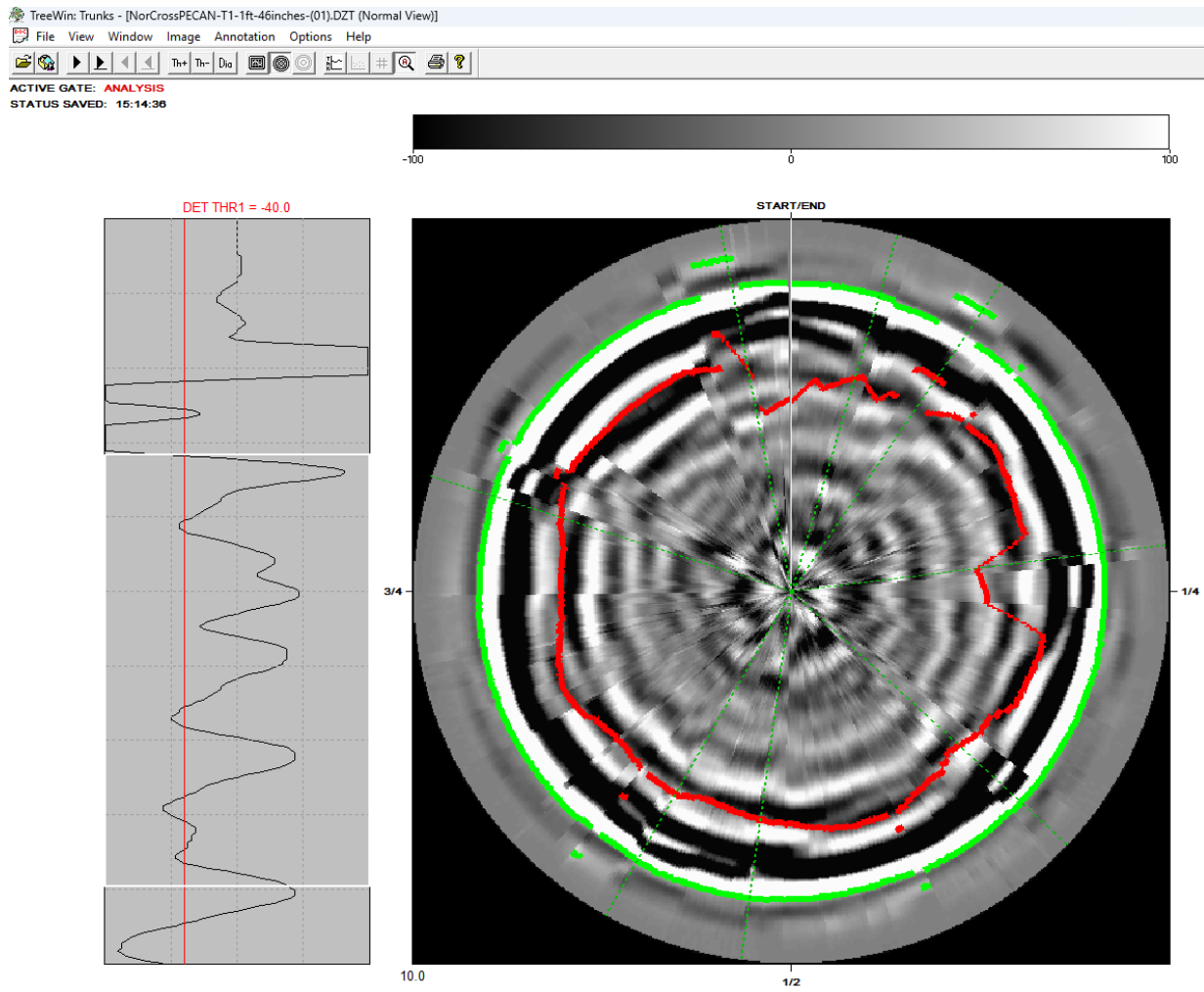
Limb #6



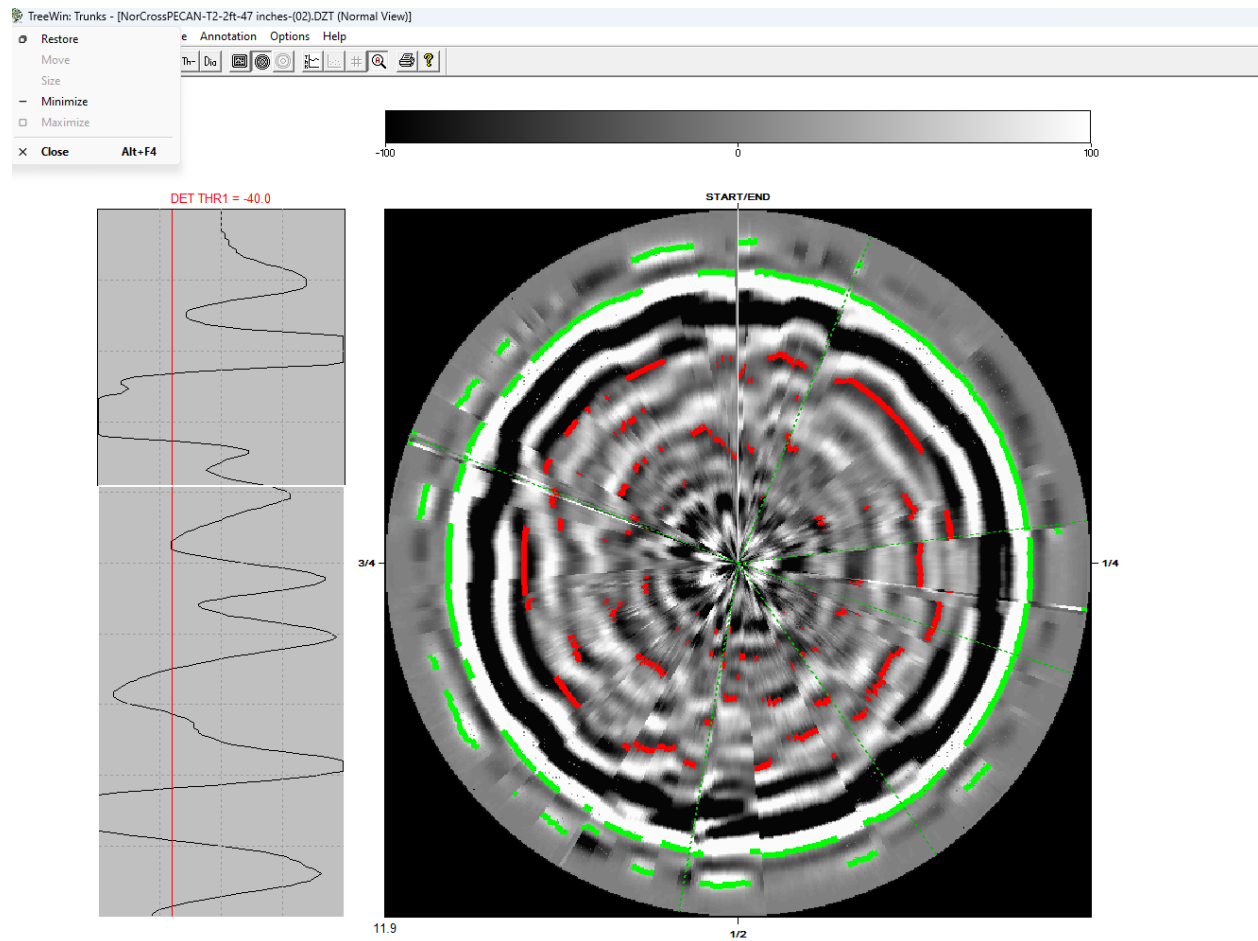
Grade: *Marginal (C)* - 64% structural integrity present. There is widespread decay and compromise in this main codominant stem.

Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.

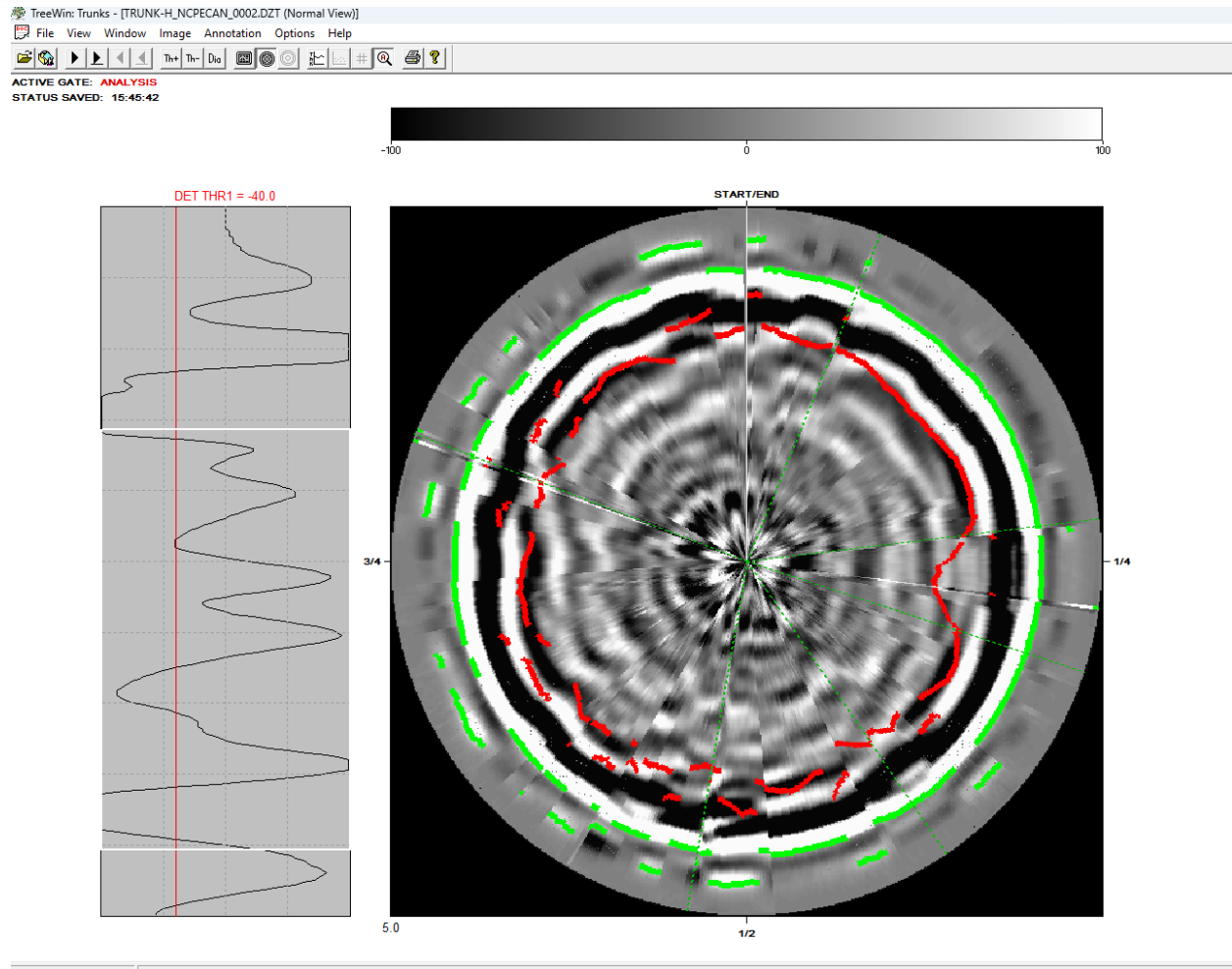
Addendum—Supporting Images for Redundancy



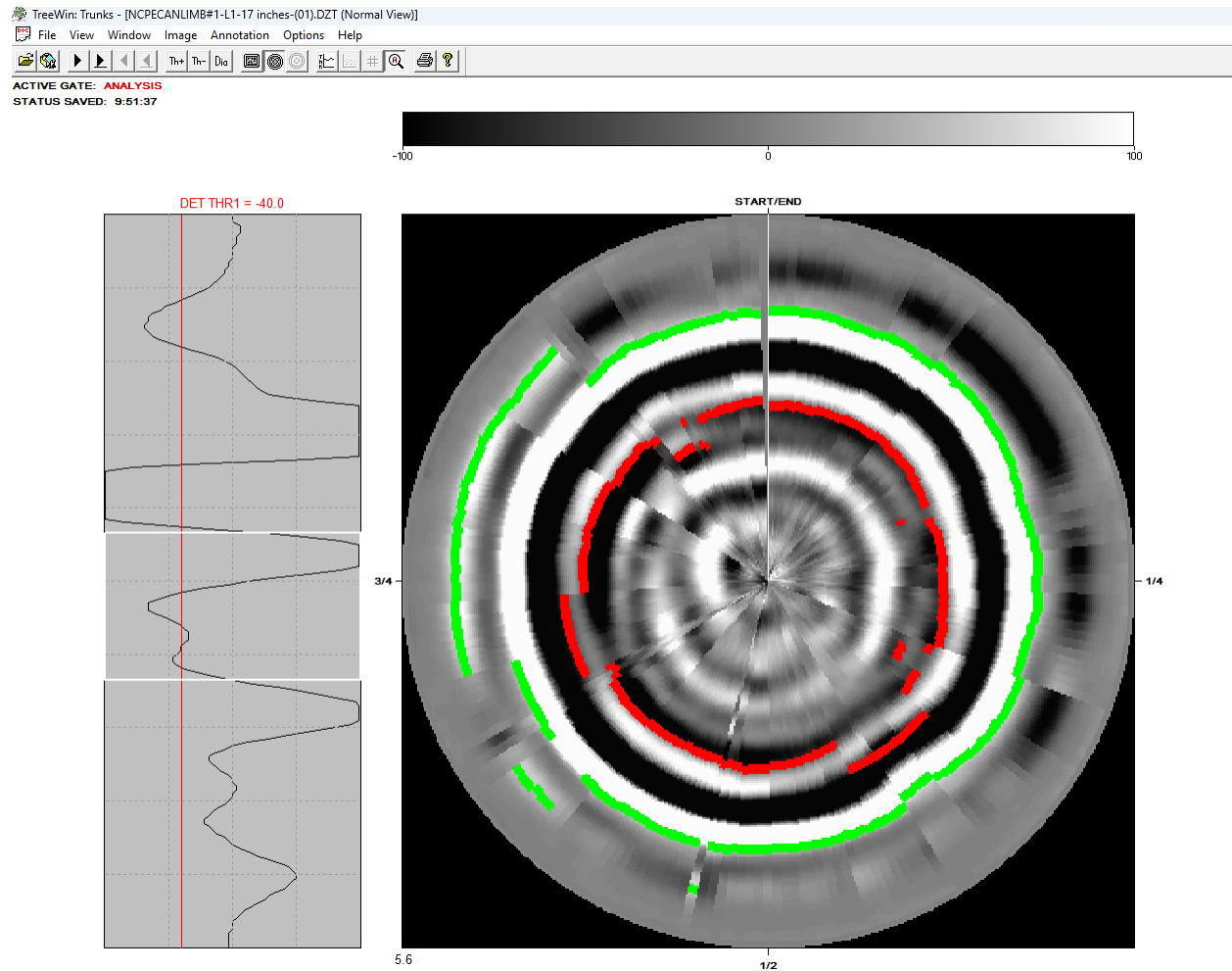
Note: Radar scans are a measurement of the density and soundness of the internal and below-ground structure of the tree. The scans only address the specific areas of the tree where the scans were performed. The internal condition of the trunk/roots from the reported scans are not a diagnosis of the tree's resilience.



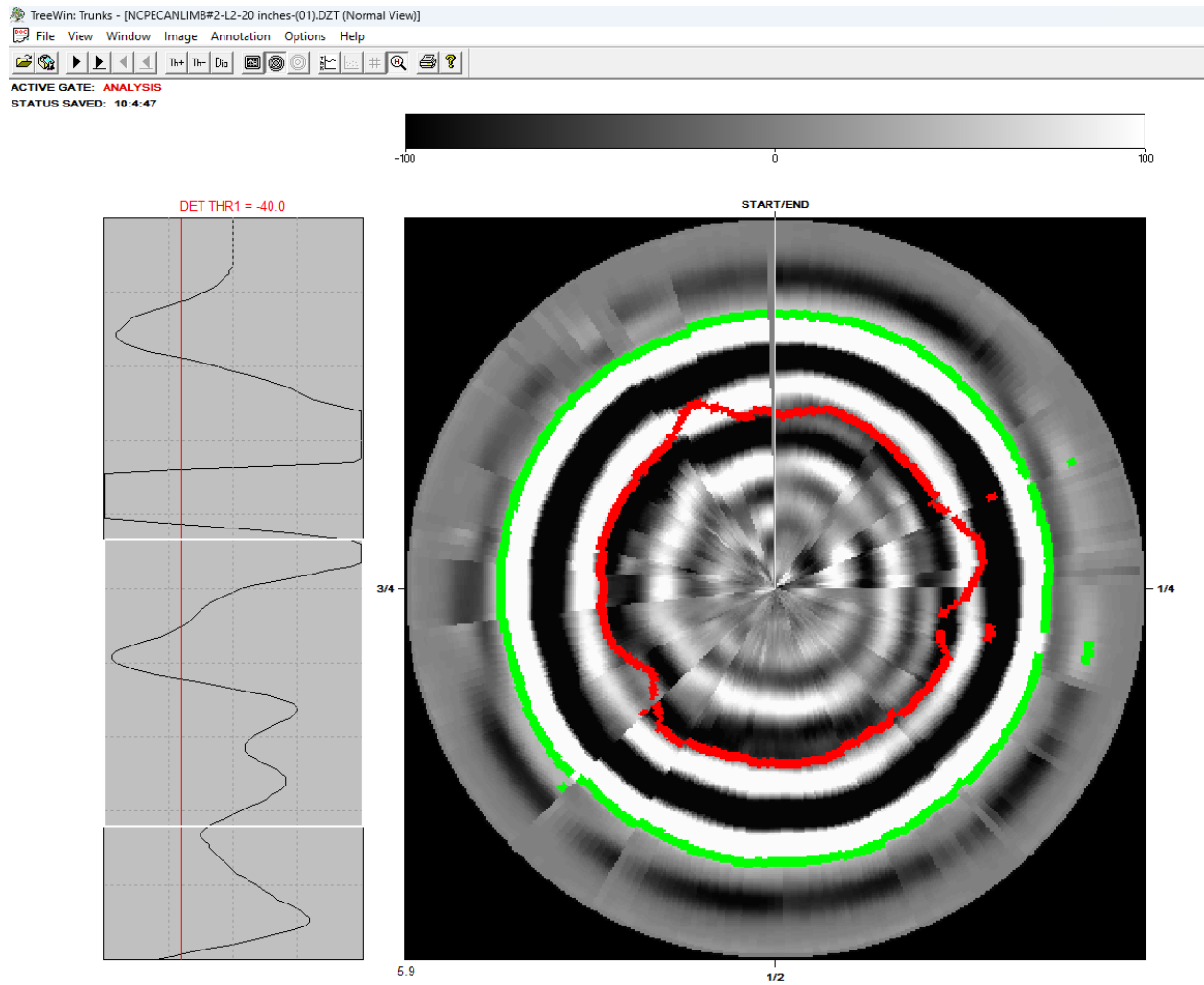
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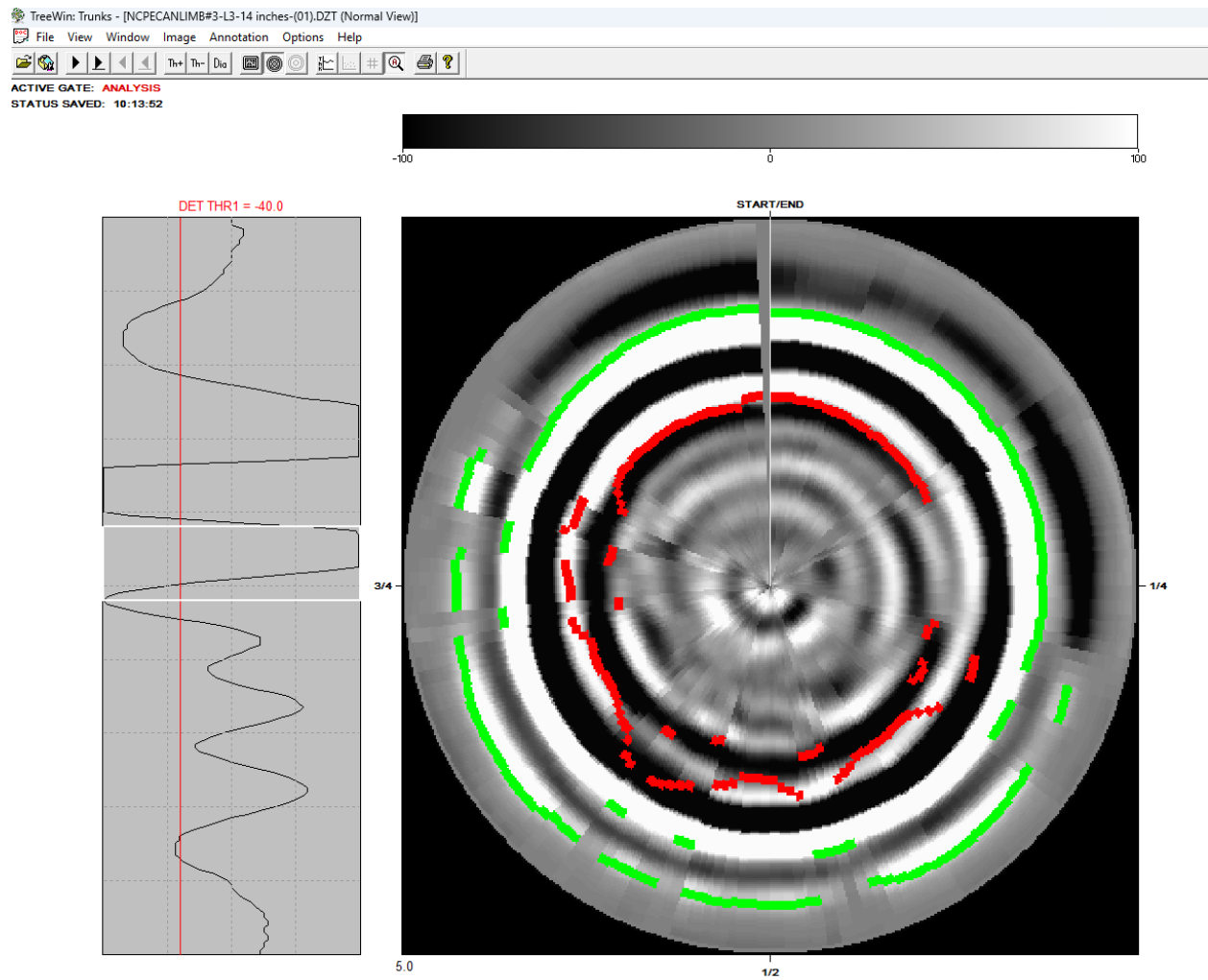
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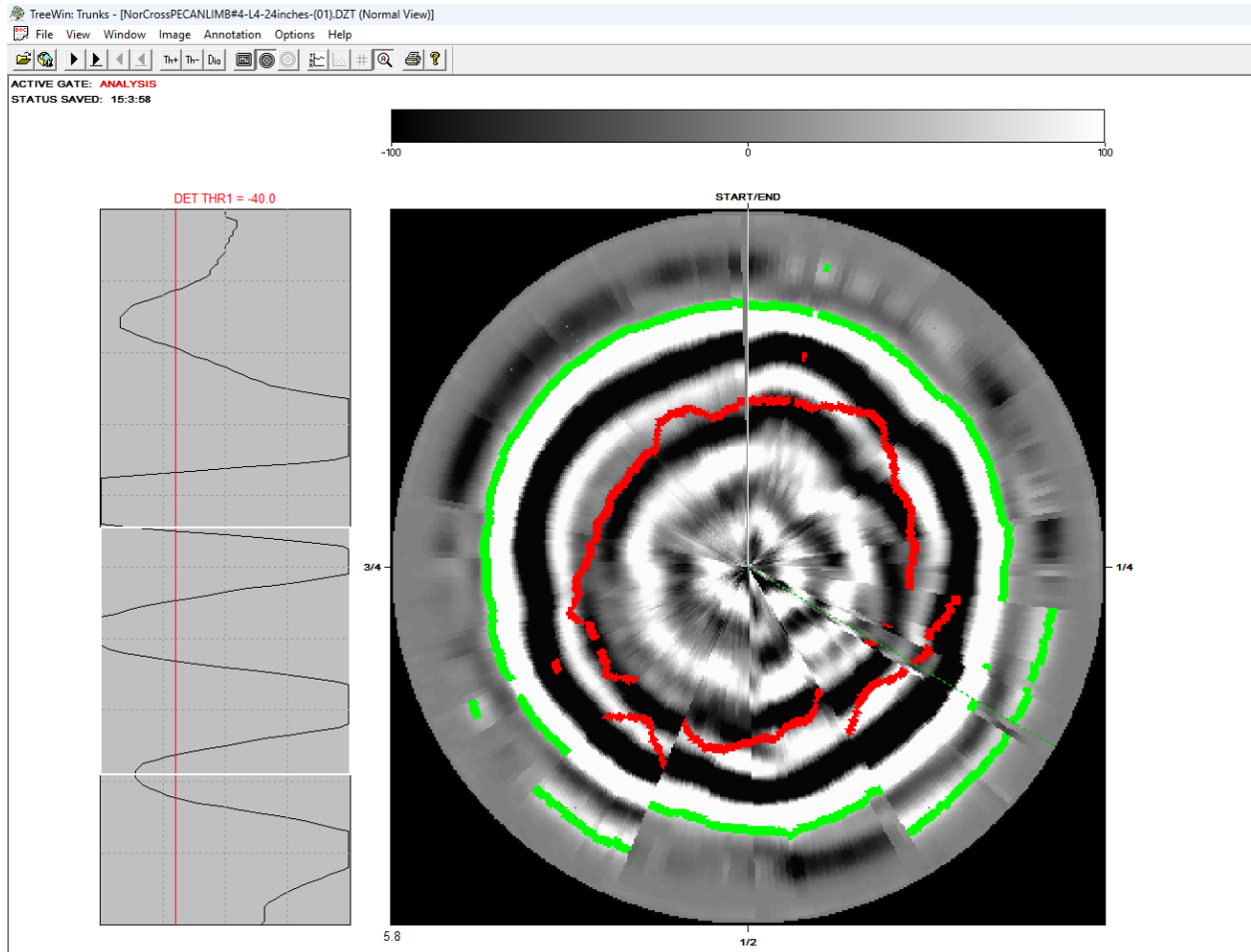
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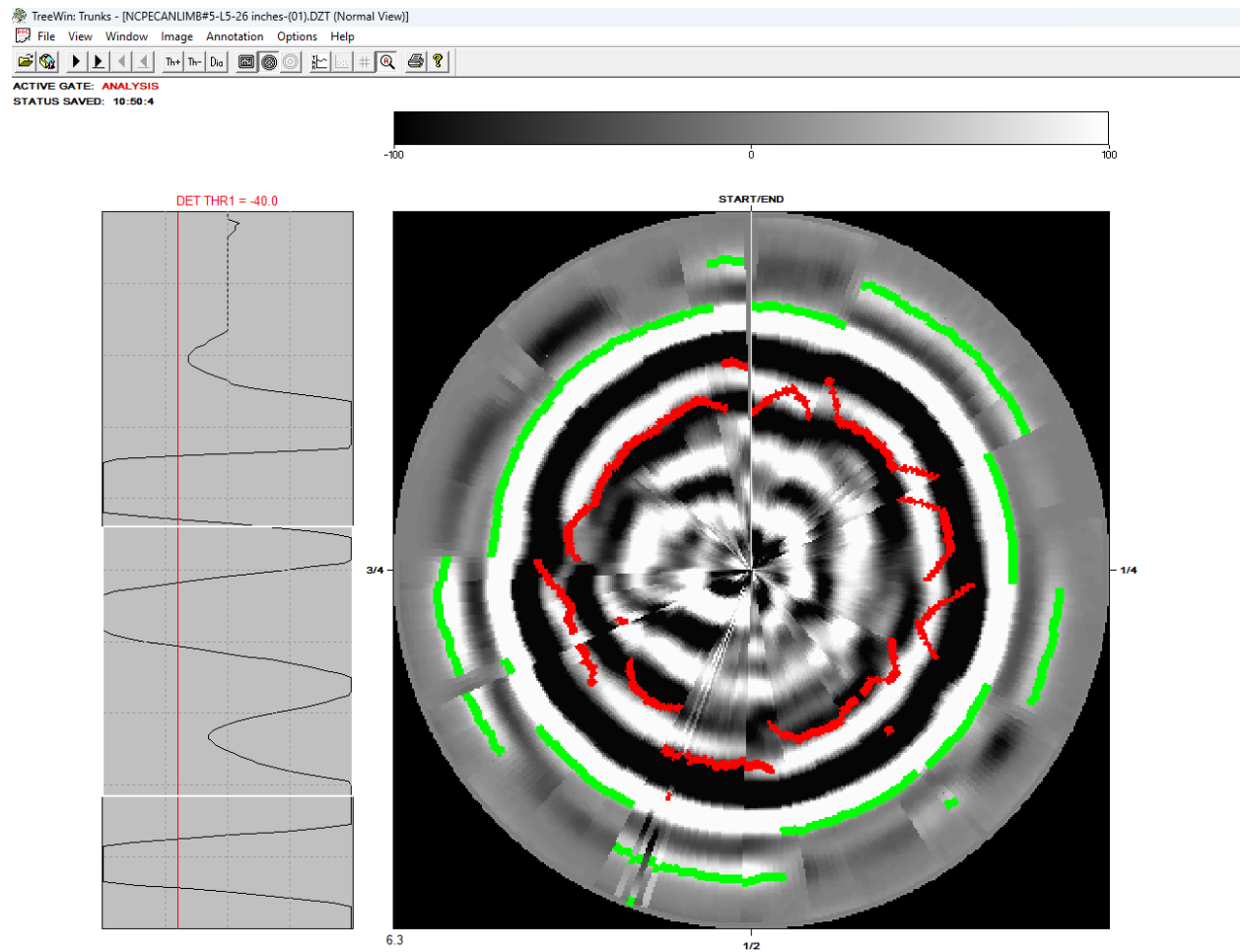
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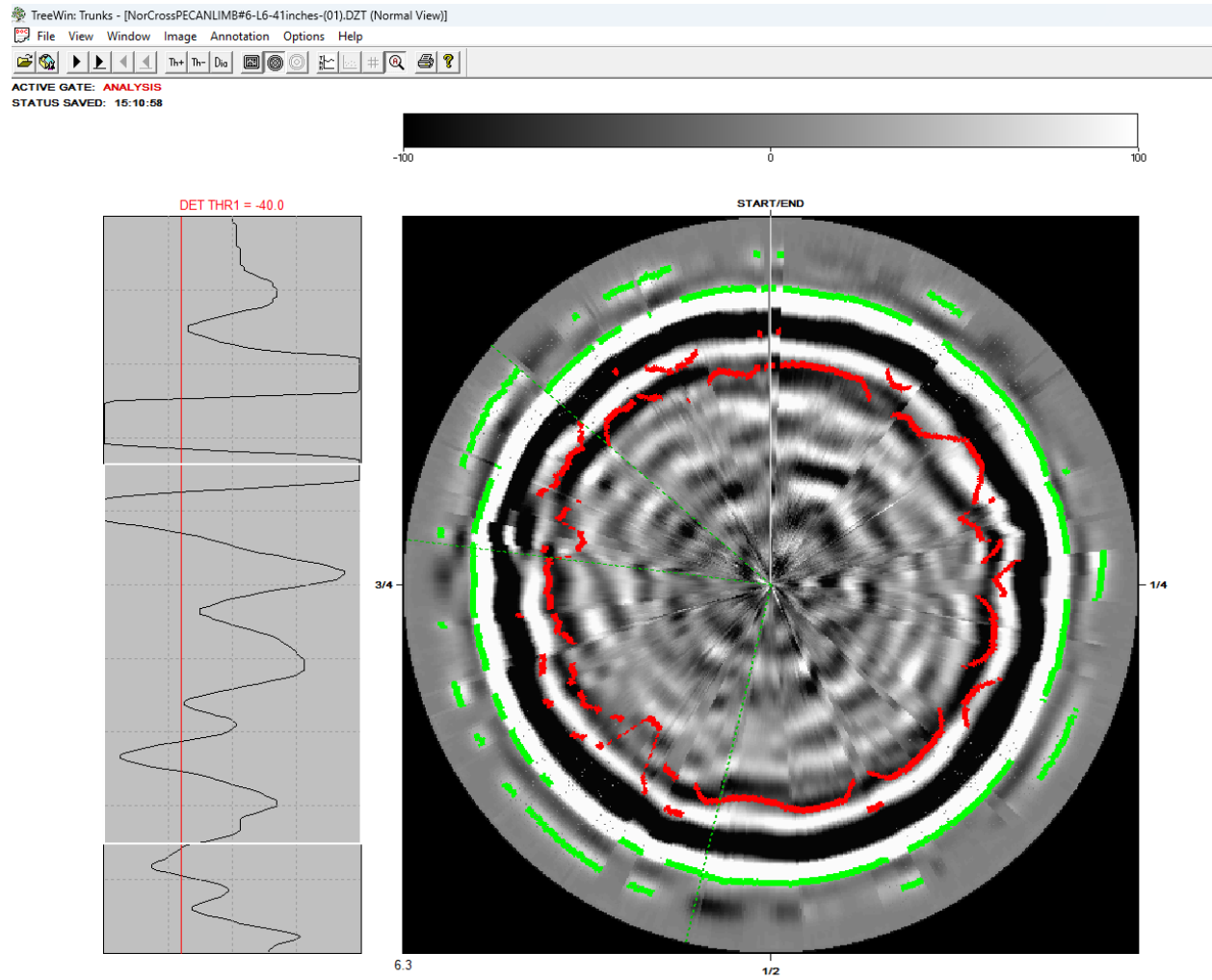
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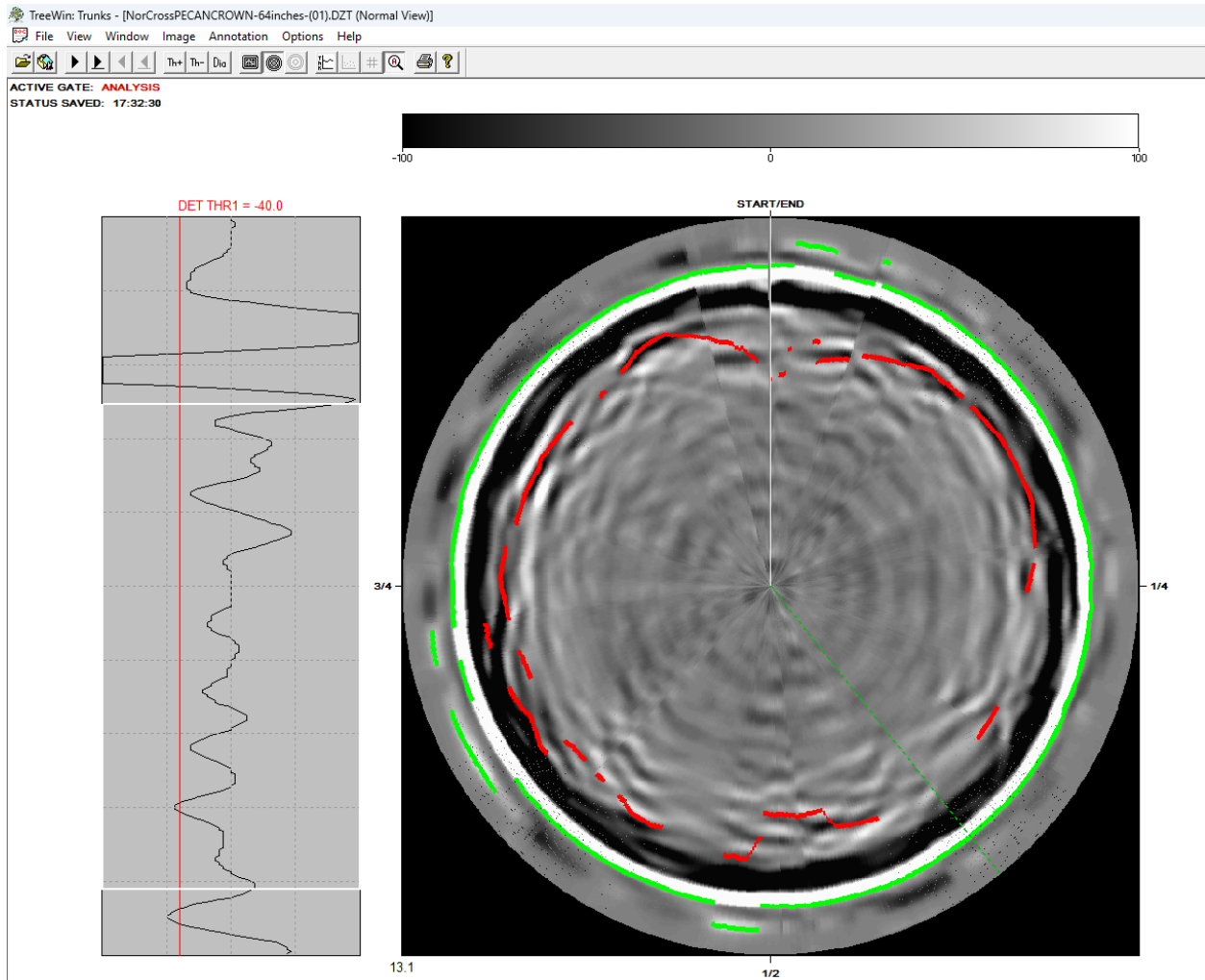
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Basic Tree Risk Assessment Form

H.3.e

Client City of Norcross Date 06/26/2024 Time 1 pm
Address/Tree location 65 Lawrenceville St. Tree no. _____ Sheet _____ of _____
Tree species Pecan- Carya illinoensis dbh 50 inches Height 60 ft Crown spread dia. 50 ft
Assessor(s) Shahin Khalili Time frame _____ Tools used _____

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 – rare 2 – occasional 3 – frequent 4 – constant	Practical to move target?	Restriction partial?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Parking Lot / Cars	☒	☒	☒	3	no	no
2	Bench	☒	☒	☒	2	no	no
3	Champion Elm Tree	☒	☒	☒	4	no	no
4	Power Pole w/ wires, light pole	☒	☒	☒	4	no	no

Site Factors

History of failures None, minor branches failing Topography Flat ☒ Slope ☐ _____ % Aspect _____
Site changes ☒ None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☐ Describe _____
Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☒ _____ % Describe _____
Prevailing wind direction West Common weather Strong winds ☒ Ice ☐ Snow ☐ Heavy rain ☒ Describe _____

Tree Health and Species Profile

Vigor Low ☒ Normal ☐ High ☐ Foliage None (seasonal) ☐ None (dead) ☐ Normal 50 % Chlorotic 25 % Necrotic 25 %
Pests none visible Abiotic _____
Species failure profile Branches ☐ Trunk ☐ Roots ☐ Describe _____

Load Factors

Wind exposure Protected ☐ Partial ☒ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☐ Large ☒
Crown density Sparse ☒ Normal ☐ Dense ☐ Interior branches Few ☒ Normal ☐ Dense ☐ Vines/Mistletoe/Moss ☐ _____
Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____ %
Dead twigs/branches ☐ 5 % overall Max. dia. 3 inch
Broken/Hangers Number 1 Max. dia. 3 inch
Over-extended branches ☒
Cracks ☒ _____ Lightning damage ☐
Codominant ☒ 4 trunks Included bark ☒
Weak attachments ☒ rotting at unions Cavity/Nest hole 25 % circ.
Previous branch failures ☒ minor Similar branches present ☐
Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
Conks ☐ Heartwood decay ☒
Response growth _____
Main concern(s) Rot at union of multi trunk

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒
Likelihood of failure Improbable ☐ Possible ☐ Probable ☒ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
Codominant stems ☒ Included bark ☐ Cracks ☒
Sapwood damage/decay ☒ Cankers/Galls/Burls ☐ Sap ooze ☐
Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
Cavity/Nest hole 25 % circ. Depth 6 inch Poor taper ☐
Lean _____ ° Corrected? _____
Response growth healthy
Main concern(s) cavity, fungus on bark, cracking

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒
Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
Dead ☐ Decay ☐ Conks/Mushrooms ☐
Ooze ☐ Cavity ☐ _____ % circ.
Cracks ☒ Cut/Damaged roots ☐ Distance from trunk _____
Root plate lifting ☐ Soil weakness ☐
Response growth little to none
Main concern(s) _____

Load on defect N/A ☒ Minor ☐ Moderate ☐ Significant ☐
Likelihood of failure Improbable ☐ Possible ☐ Probable ☐

Packet Pg. 132

Risk Categorization

Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood																Consequences				Risk rating of par (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)												
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe					
1	trunk/branch facing southwest	rot at union			1	none																			High		
					4	none																				High	
2	trunk/branch facing east	rot at union			3	none																			High		
					4	none																			High		
3	trunk/branch facing west	rot at union			2	none																			High		
					4	none																			High		
4	trunk/branch facing northeast	rot at union			1	none																			Moderate		

4-7096 : Historic Pecan Tree Removal

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions Tree Imagery report shows significant rot at the split where multi trunk occurs, making failures at these points very significant, with large portions of the tree itself prone to fall apart.

Mitigation options Removal

Residual risk 0%

Residual risk

Residual risk

Residual risk

Overall tree risk rating Low ☐ Moderate ☐ High ☒ Extreme ☐

Work priority 1 ☐ 2 ☐ 3 ☐ 4 ☐

Overall residual risk Low ☐ Moderate ☐ High ☒ Extreme ☐

Recommended inspection interval None if removed

Data ☒ Final ☐ Preliminary **Advanced assessment needed** ☒ No ☐ Yes-Type/Reason

Inspection limitations ☒ None ☐ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe



Attachment: Betty Mauldin Pecan Photos (24-7096 : Historic Pecan Tree Removal)



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-7099	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Proposed Artist Mural Agreement - Heritage Park Stairs Mural		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Proposed Artist Mural Agreement - Heritage Park Stairs Mural](#)
2. [Artist Agreement - Heritage Park Stairs Mural](#)
3. [Concept Proposal - Mikhaela Cherry Chandra](#)
4. [Approved Artwork Design](#)

Title

Proposed Artist Mural Agreement - Heritage Park Stairs Mural

Drafter

Eric Johnson



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24-7099

Title: Proposed Artist Mural Agreement - Heritage Park Stairs Mural

CC: Eric Johnson, City Manager

Recommendation

Approve a Mural Agreement and Hold Harmless Agreement between the City of Norcross and artist Mikhaela "Cherry" Chandra for the installation of a mural on Heritage Park Stairs, located at 10 College Street.

Background

The City of Norcross issued a public Call for Artists/Request for Qualifications "RFQ" from April 29, 2024, to May 24, 2024. They received proposals from three artists/artist groups: Sky Design, Marisa Mustard, and Cherry Chandra.

On June 14, 2024, a request for concepts was sent to the qualified and responsive artists or artist groups. The submission deadline was Sunday, June 23, 2024, at 11:59 PM, and two concepts were received. These concepts were then objectively scored and refined, with Mikhaela "Cherry" Chandra emerging as the leading artist.

Following these results, NPAC recommended to the Mayor and Council that artist Mikhaela "Cherry" Chandra be selected to complete the Heritage Park stairs mural, along with the proposed artwork for deliberation and consideration at the July 15 Policy Work Session.

On Monday, August 5, 2024, the City Council unanimously approved NPAC's recommendation to select Mikhaela "Cherry" Chandra to install a mural on the Heritage Park stairs, along with the concept design attached herewith.

Staff worked with the City's legal team to draft a mutually agreeable contract between the City and the artist, incorporating feedback provided by NPAC, to be considered for approval by the Council.

Financial Impact:

The Heritage Park Stairs Mural is funded by the Capital Project Fund in the amount of \$9,000.



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Consistent with Comprehensive Plan?

6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

Artist Agreement - Heritage Park Stairs Mural

Concept Proposal - Mikhaela Cherry Chandra

Approved Artwork Design

Next Steps

Upon the Council's approval:

- The Mayor and artist will sign the contract.
- Tentative Mural Installation Schedule: September 4 - 11

Update

ARTIST AGREEMENT

This Agreement (the “Agreement”) is made and entered into this ____ day of _____, 202__ by and between the City of Norcross, Georgia, a political subdivision, in its capacity as the Owner (“Owner”) of the subject property and as the authorizing body approving the subject art, (hereinafter “City”) and the _____ (hereinafter “Artist”), collectively referred to herein as the Parties:

RECITALS

WHEREAS, The Norcross Public Art Commission (“NPAC”) is a Committee established pursuant to the authority granted under the City Charter, the Mayor, and City Council that serves at the pleasure of City Council; and

WHEREAS, NPAC and the City understand the importance of art in public places and the importance of cultivating a growing creative arts community; and

WHEREAS, NPAC has created an art project in the City for certain mural artwork (“Art”), on the Heritage Park staircase, which connects Lawrenceville Street to College Street and is located at 10 College Street N.W., Georgia 30071, positioned between the City Community Center and City Hall (the “Property”) for public viewing and appreciation; and

WHEREAS, such Art is not restricted under the City’s Code of Ordinances and zoning laws; and

WHEREAS, the City has considered that the Art has merit in that it will advance the esteem, notoriety and interest in the City, its commerce, cultural art presence and economic development as the presence of such Art will bring citizens and visitors to the City to engage in City activities and generate commerce with the various vendors and businesses of the City; and

WHEREAS, the City has determined the Art will continue to define the City’s sense of place and comports to the City’s Comprehensive Plan and Master Arts & Cultural Plan; and

WHEREAS, the City has adopted a process for the placement of art on public and private buildings throughout the City. The Art Project Guidelines and Process (“Art Project Guidelines”) have established criteria by which financial support will be provided when the Owner, Artist, and NPAC establish an Art Project subject to review and approval by the Mayor and City Council. The Art Project Guidelines are set forth more specifically alongside the specifications and design details for the Art in the project packet, which is attached and incorporated herein as “**Exhibit A;**” and

WHEREAS, NPAC has identified an Artist who is desirous of committing his/her/their artistic efforts towards the creation of the Art; and

WHEREAS, in accordance with the City’s Code of Ordinances and zoning laws, the City has formally **approved and adopted** the Art insofar as it comports with the specifications in Exhibit A; and

WHEREAS, to comply with Exhibit A, the Parties desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the installation, maintenance, and ownership of the Art.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. RECITALS

1.1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by reference and made a part hereof as additional consideration.

2. OWNER'S COVENANTS

2.1 Authorization. Owner covenants that Owner owns the Property and is authorized to permit the installation of the Art as more fully described in Exhibit A, and will permit the Artist to do so following this Agreement's execution.

2.2 Maintenance and Repair. Owner covenants to maintain and repair the physical Property along with providing appropriate insurance coverage as a building improvement. Such proof of insurance shall be obtained and provided as necessary within ten days of the execution of this Agreement. During the terms of the Agreement, Owner shall provide any repairs and upkeep to damage at the Property. The physical Property on which the Art is placed shall be kept at all times in a state of good condition.

2.3 Ownership. Owner shall own the physical stairs on which the subject Art is placed.

2.4 Sale of Property. If the Property is sold, this Agreement and Exhibit A shall exist as an easement upon the Property and any new Owner shall become subject to said Agreement.

3. ARTIST'S COVENANTS AND REPRESENTATIONS

3.1 Installation. Artist covenants to complete installation of the Art on the Property within 120 days after this Agreement's execution.

3.2 Intellectual Property and Retention of Rights to Art. Artist retains all copyrights and intellectual property rights to the Art. Artist shall retain all right, title and interest in and to his/her/their Art, which, upon completion, shall be duplicated by photograph and attached hereto as Exhibit "B" to this executed Agreement.

3.3 Insurance. Artist shall have in place and provide proof of liability insurance prior to beginning installation of the Art.

3.4 Copyright. Artist shall provide proof of copyright rights and other proprietary rights to the design of the Art as requested by City.

3.5 Originality of Art. Artist hereby represents and warrants that the Art is original Art created by Artist; the Art does not violate any existing copyright or other third-party right and does not contain material of an unlawful nature; the Art is free of any liens, security interests, encumbrances, licenses, or claims, pending or threatened; Artist is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement; Artist has the full power and authority to enter into this Agreement and does so voluntarily with the understanding that, from the date of this Agreement forward, while all right, title, and interest to the Art are that of the Artist. NPAC and the City reserve certain interests as set forth in Section 5.1 of this Agreement. Further, Artist agrees to indemnify Owner and City against any claims brought against Owner or City alleging that the Art infringes the intellectual property rights of any third parties.

3.6 Necessary Artistic Repairs. Artist covenants to assist Owner in making any necessary repairs to the Art's artistic content, including, but not limited to, restoring a damaged portion of the Art's content. Artist shall provide a price list for any restoration work during the term of this Agreement.

3.7 Permits. Artist, NPAC, Owner, and the City shall collectively determine whether installation of the Art requires any permits pursuant to the City's Code of Ordinances, zoning laws, and other laws, such as would be necessary for Art to be performed in the public right of way or utility easements in the City, and, if required, Artist shall acquire said permit prior to commencing the Art's installation.

4. RETENTION OF CERTAIN RESIDUAL RIGHTS

4.1 The City and NPAC shall retain certain residual rights to the Art of the Artist. The City and NPAC retain a limited license to use the Artist's Art as it appears at the Property for advertisement, promotional and good will purposes, to advance the cultural art efforts of NPAC and the City, in the sole discretion of NPAC and the City. These residual rights to the Art are not revocable and are a royalty free license to duplicate and publish to the public such Art for the purposes reserved and retained herein.

5. TERM, TERMINATION, AND EXTENSION

5.1 Term. This Agreement shall have a term of ten (10) years from the date of execution, unless terminated pursuant to Sections 3.2 and 3.3. After the ten (10) year term, the agreement may be terminated by any party to this Agreement upon 60 days written notice except as it may be extended under 3.4.

5.2 Owner's Termination. Owner may elect to terminate this Agreement without any liability to Artist if Artist: (a) fails to install the Art as specified in this Agreement; or (b) fails to complete installation of the Art on the date required by Section 2.1 for any reason.

In the event of such termination, Owner may elect to cover or remove those parts of the Art that have been installed.

5.3 City's Termination. City may elect to terminate this Agreement without any liability to Artist if the Art is not maintained in accordance with Sections 1.2 and 2.5.

5.4 Extension. The Parties hereto may mutually agree in writing to extend the term of this Agreement for successive five (5) or ten (10) year periods.

6. ART SPECIFICATIONS

6.1 Artistic Freedom. The provisions of this Article 4 shall not in any way limit or restrict Artist's right to include content in the Art that is not commercial, indecent, or obscene.

6.2 Commercial Content. The Art shall not include an advertisement or be commercial in nature. Art shall not contain copy, lettering, symbols or references directly to the promotion of any product, business, brand, organization, service, cause or place. Art may contain limited commercial elements as long as the Art is not considered commercial speech with the purpose of promoting a commercial transaction.

6.3 Content. The Art shall be appropriate for all audiences (not reflecting partisan politics, containing religious content, or promoting sexual indecency and obscenity except as may be specifically approved by the City as it relates to historical accuracy).

6.4 Sponsor and Artist Identification. In no event shall the name of a sponsor, a sponsor product likeness, or the Artist's signature individually comprise more than one (1) percent of the Art.

6.5 Configuration and Dimensions. The Art shall be of the same configuration and dimensions as the scale rendition preliminarily approved by NPAC, the City, and the Owner.

6.6 Conforming to Approved Guidelines and Design. The Art must meet, in each and every aspect, the specifications and design as set forth in in Exhibit A.

7. INSTALLATION

7.1 Commencement of Installation. Artist shall begin installing the Art as soon as reasonably practicable after this Agreement's execution. Artist shall complete installation of the Art on the Property in the time period specified in Section 3.1.

7.2 Notice of Installation. Artist shall provide advance notice in writing to Owner of the date and time Artist intends to install the Art. Artist may thereafter proceed with the installation if Owner is not present unless Owner notifies Artist in writing otherwise.

7.3 Materials. Artist shall be responsible for providing, at its cost, all materials necessary to install the Art.

7.4 Landscape Protection and Removal. To the extent reasonably practicable under the circumstances, Artist shall take care to protect any landscaping on the Property during installation. If installation requires the removal of any landscaping on the Property, Artist shall be responsible for replacing the landscaping after completing installation. Prior to removing or altering any landscaping on the Property, Artist shall first acquire Owner and City's consent to such removal or alteration.

8. MAINTENANCE AND REPAIRS

8.1 Maintenance and Repairs. Owner shall be responsible for always maintaining the physical structure in good condition on which the Art is placed while this Agreement is in force.

8.2 Art Maintenance. Owner shall determine the need for repairs to the Art. The City will be responsible for paying for and arranging any repairs to the Art as deemed necessary by the City along with NPAC.

8.3 Access to Property. Owner hereby grants the Artist a right of access to the Property to create the Art and to perform maintenance and repairs required pursuant to this Agreement, and otherwise to ensure the Art remains in good condition while this Agreement is in force. The license shall continue for a period of ten (10) years from the date of this Agreement's execution and for all extensions thereafter.

8.4 Duration that Art Will Remain Exhibited. The Art shall remain on exhibition at the Property for a period of ten years following completion of installation of the Art. However, the City has sole discretion to determine and remove the Art at the City and Owner's expense at any time after the Art's installation.

9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Owner and Artist shall obtain adequate insurance, both in type and amount, as determined by the City.

9.2 Indemnification. The Artist shall indemnify and hold the City and Owner harmless from liabilities, costs, expenses (including attorney's fees to the extent recoverable under law) suffered and brought by third-party claims for bodily injury (including death) and any damage to tangible property to the extent caused by negligent act or omission of the Artist, its employees or subconsultants. No negligence shall be attributed to the Artist based on acts or omissions of the City or Owner's contractors.

10. INTELLECTUAL PROPERTY

10.1 Ownership. The City, its successors and assigns, shall own all rights in the Art except as specified below.

10.2 Copyright. Subject to the restrictions and usage rights and licenses granted to Owner hereunder, and unless otherwise agreed to by the Parties in writing, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Art.

10.3 Owner's Intellectual Property License. Artist hereby grants to Owner, and to Owner's agents, authorized contractors and assigns, and to the City an unlimited and irrevocable license to do the following with respect to the Art:

- (i) Owner may use and display the Art on the Property only;
- (ii) Owner and City may make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the Art. Owner and City may use such reproductions for any Owner-related or City-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic, online, and multimedia. Owner and City shall ensure that such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. Owner and City shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable: "[Title of Artwork]" © [Year of completion] by [Artist's name]. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this agreement. Neither Owner nor City may license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the Art.

10.4 Publicity. Owner and City shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Art. Artist shall be reasonably available to attend any ceremonies related to the Art.

10.5 Trademark. If Owner's or City's use of the Art creates trademark, service mark or trade dress rights in connection with the Art, Owner and City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

10.6 Moral Rights. To the extent that 17 U.S.C. § 106A or any other law in the United States or any foreign country prohibits the transfer or assignment of any moral rights or rights of restraint the Artist has in the Art, the Artist hereby expressly and forever waives those rights as to NPAC and City, its heirs, successors, and assigns.

11. MISCELLANEOUS

- 11.1 Agreement to Perform Necessary Acts.** Artist agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to effectuate the provisions of this Agreement.
- 11.2 Superseding Clause.** This Agreement supersedes any and all other agreements, ordinances, and/or resolutions dealing with terms and conditions of assignment that are inconsistent with the terms of this Agreement. And this agreement shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both Parties.
- 11.3 Counterparts.** This Agreement may be executed in multiple counterparts and signatures may be exchanged by facsimile or electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.
- 11.4 Relationship of the Parties.** Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall always be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either Party except those expressly granted herein.
- 11.5 Governing Law and Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Georgia, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Gwinnett County.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized officers on this ____ day of _____, 2024.

ARTIST

Signed: _____

Print Name: _____

OWNER OF PROPERTY

Signed: _____

By: _____

Its: _____

THE CITY OF NORCROSS

Signed:_____

By:_____

Its:_____

Attachment: Artist Agreement - Heritage Park Stairs Mural (24-7099 : Proposed Artist Mural Agreement - Heritage Park Stairs Mural)

EXHIBIT A

Heritage Park Stairs Mural

Budget:

- Not to exceed \$6,150.00
- Semifinalists will receive a \$750 honorarium to develop project proposals.
- The budget is inclusive of the artist fee and all expenses for the production of the work, including but not limited to design, materials, supplies, equipment, fabrication, transportation, installation, and insurance.

Project Specifications Media:

- Murals & Street Art, Appropriate for Outdoor Space, Permanent. The scope includes over 500 ft of retaining walls, steps, railings, lighting and site furnishings selections. The project would be 144 square foot measurement with painting on the front face of each step. Total steps: 35

Scope of Work:

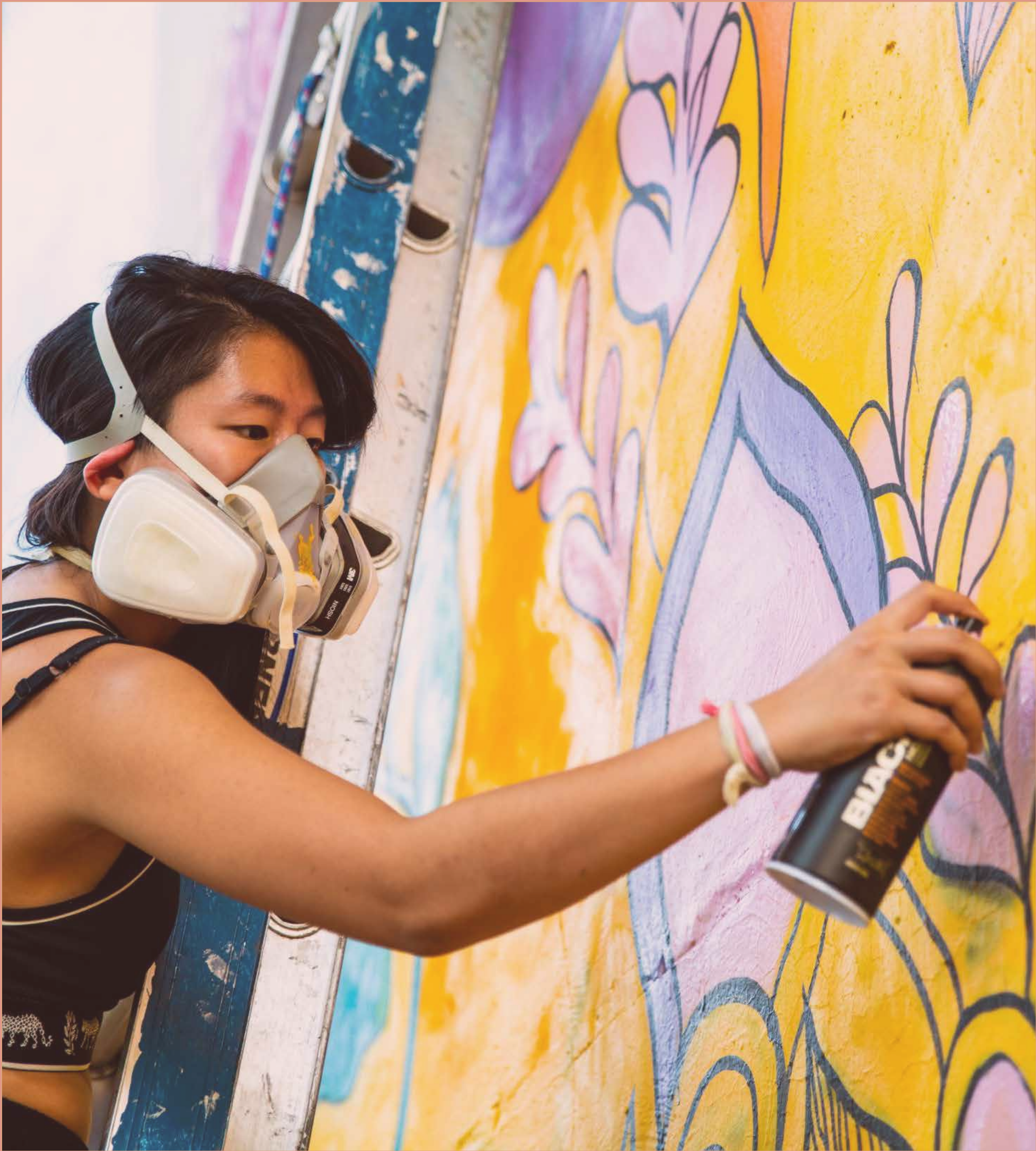
- The scope of work for the mural location will be designated to the front face of the 35 steps situated between the two streets and does not encompass the retaining walls, curbs, railings, or furnishings.

2024

Project proposal

Client: Norcross Art Commission
Date: June 22nd 2024





Mikhaela Cherry

Cherry is an artist based in Atlanta, GA, originally from Jakarta, Indonesia. She has been working as a mural artist for the past 5 years and have had multiple works exhibited internationally. She had the pleasure of working with amazing brands internationally and locally such as Instagram, Rimowa, Art on the Atlanta Belt-Line, and No18 Coworking Space. Other than muraling, she is also well-versed in the realm of graphic design and marketing.

Cherry is currently pursuing her Master's degree in Illustration and Graphic Design & Visual Experience in Savannah College of Arts and Design Atlanta.

01

Artist Statement

As a Georgia-based artist, I find boundless inspiration in the rich tapestry of this state's history, communities, and natural landscapes. Specializing in [requested medium], I approach each project with a deep understanding of its surface, whether it be brick, concrete, or wood, ensuring that my art not only complements but also enhances its environment.

With a portfolio boasting large-scale public art installations and exterior projects, including the creation of a monumental mural spanning 18,800 square feet in Savannah, GA, I have proven my ability to bring ambitious visions to life while adhering to budgets and timelines, even in the face of unpredictable weather conditions. My artistic vision is rooted in creating a vibrant celebration of Georgia's natural beauty, symbolizing the city as a lush oasis amidst verdant landscapes. Influenced by my zentangle style, I aim to in-

fuse the artwork with intricate patterns and organic forms, inviting viewers to explore the interconnectedness of urban life and the surrounding environment.

Embracing diversity and inclusion, I believe in creating art that fosters unity and belonging, transcending barriers of race, gender, and background. Committed to professionalism and integrity, I approach each collaboration with dedication and respect for all voices involved. As an artist eligible to work in the United States, I am eager to continue contributing to Georgia's cultural landscape, creating meaningful experiences that resonate with audiences and enrich our shared spaces.

CHERRY CHANDRA

UI/UX DESIGNER

mikhaelacherry.com

+1 415 319 2601

[Cherry's linkedin](#)

mikhaela.cherry@gmail.com



EDUCATION

MASTER OF ARTS IN ILLUSTRATIONS
AND GRAPHIC DESIGN VISUAL EXPERI-
ENCE

The Savannah College of Art and Design
Atlanta, GA
GPA 3.9
Anticipated November 2021

Student Opportunity Scholarship
David W. Busch Scholarship
Freelance Illustrator - SCAD Connector
Mag
Illustration Department Volunteer - SCAD
Day
Generate Challenge Competitor

BACHELOR OF FINE ARTS IN FASHION
MARKETING AND MERCHANDISING
Raffles Design Institute
Shanghai, China

EXHIBITIONS

SCAD Open Studio Night - Atlanta, GA
2018-2021

Artober Festival - Atlanta, GA
2018

Homeward Bound Group Exhibition
Melbourne, Australia
2018

PROFESSIONAL EXPERIENCE

SR. ASSOCIATE PRODUCT DESIGNER
World 50 / Atlanta, GA / March 2023 - Present

PRODUCT DESIGNER
Greenlight Financial Tech. / Atlanta, GA / Nov 2021 - January 2023

- Successfully solve multiple complex problems for Safety features including SOS alerts, location sharing, and crash detection
- Conceptualized and iterated Safety features for the highest tier plan

UX DESIGNER
Microsoft COVID-19 Hackathon / Atlanta, GA / March 2020

- Participated in competition to develop Community Tree healthcare app during the COVID-19 pandemic remotely
- Directed UX design and illsutration for team of 6, including designing logo, conceptualizing and implementing illustrations, and mapping seamless user journey.
- Tracked team progress and productivity through Slack, Increasing productivity by 50% over one month

MURAL ARTIST
Conceptualize and Execute multi-national brands around the world / November 2015 - Present

- No18 Luxury Coworking Space - Atlanta & Singapore
- Dogtopia Daycare Mural - Atlanta
- Instagram #KindComment Campaign - Jakarta

ILLUSTRATOR
SCADpro x GE Transportatoin (Wabtec) / Atlanta, GA / March 2019 - May 2019

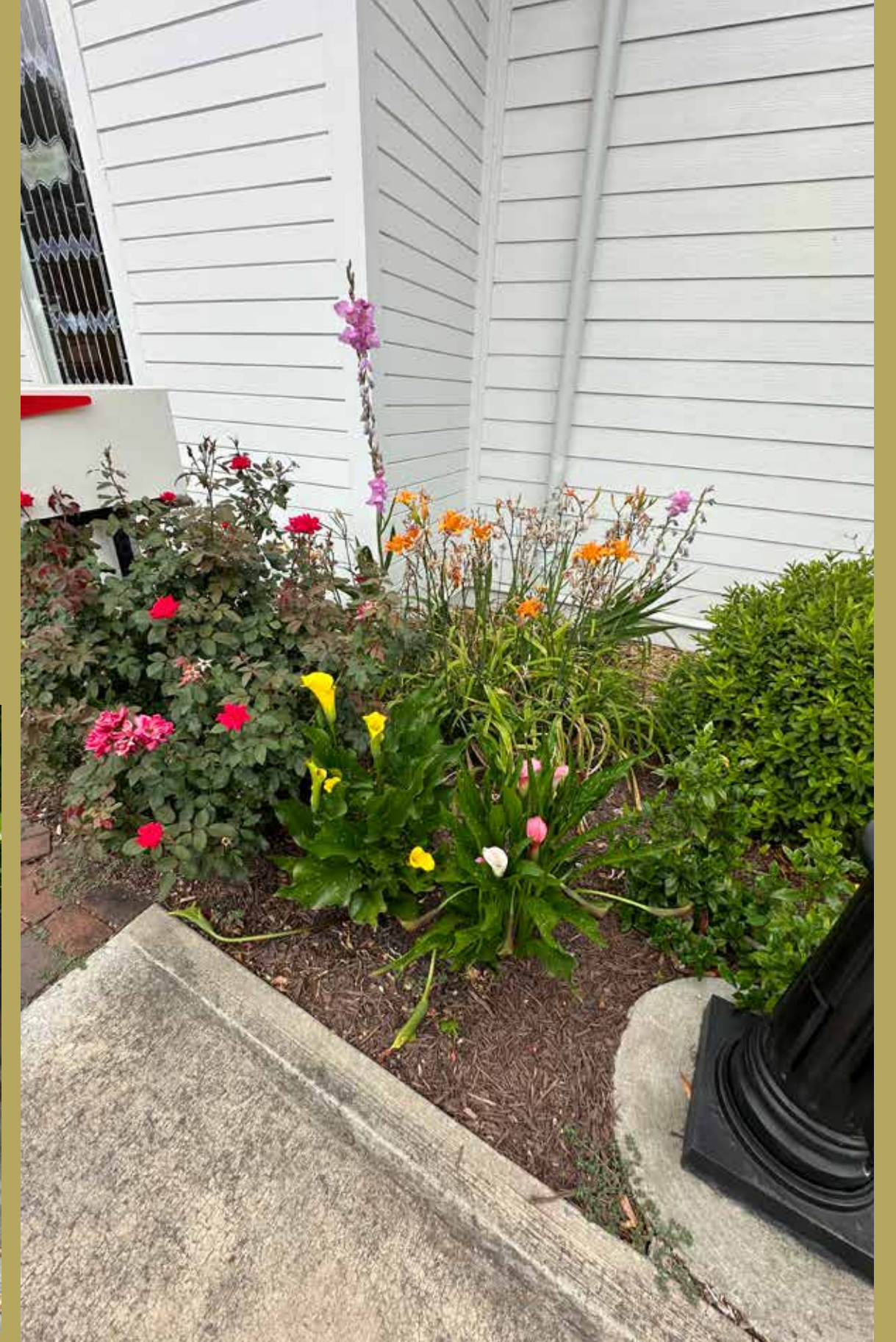
- Collaborated with team of 12 as lead illustrator for \$10K project to establish branding and tone of voice for software program Torq launched by GE Transportation (Wabtec).
- Conducted market research for brand development and designed and standardized branding illustrations including custom illustrations for primary user interface library.
- Monitored team’s productivity with Slack, ultimately boosting productivity by 100% to complete project two weeks ahead of deadline.

GRAPHIC DESIGNER
PT. Aura cantik / Jakarta, Indonesia / August 2014 - February 2015

- Supervised two direct reports and oversaw two additional team members.
- Assisted marketing department on 3D Max event space design project for Bourjois makeup product launch, contributing to 20% product sales increase with 3D rendering model for commercial vendor stands.
- Co-directed team of 25 to manage \$20K event promotion for beauty influencer gathering including inviting selected influencers to event and designing promotional marketing posters.

Site Analysis

- The staircase tucked between the community center and city hall is surrounded by beautiful trees and a garden, making it an ideal location for photoshoots.
- The stunning florals found in the surrounding area serve as a wonderful inspiration for the mural design, contributing to its vibrant and natural aesthetic.
- The lively and vibrant atmosphere of downtown Norcross, with its diverse food choices and independent shops, truly encapsulates the beauty and charm of the area, making it a perfect backdrop for the mural.



Concept Design

For the mural design at Heritage Park in downtown Norcross, I draw inspiration from the vibrant natural florals such as calla lilies, lavender, and Chinese hibiscus. These flowers and their vivid colors will beautifully enhance the park's surroundings. Positioned at the heart of downtown Norcross, Heritage Park serves as a central symbol of community. To reflect this, I am creating a design with quadrant symmetry, ensuring a captivating focal point at the center.

The choice of calla lilies, lavender, and Chinese hibiscus is significant. In Greek culture, the calla lily represents life and magnificent beauty, while lavender symbolizes purity, devotion, and grace. The Chinese

hibiscus, on the other hand, celebrates success and serves as a nod to the ephemeral nature of achievement. When I first visited downtown Norcross, I was struck by the lively and vibrant atmosphere, with many people enjoying the park. The meanings of these flowers perfectly encapsulate the feelings I experienced during my visit, bringing a sense of life, vibrancy, and celebration to the mural. These beautifully drawn murals will make a fantastic addition to the park, providing a picturesque backdrop for wedding photoshoots and intimate events, adding a unique charm and elegance to any occasion.

03

Design + Render



Since the stair case has 2 parts, the design at the top can be duplicated for the bottom part and filled in with more florals and foliage.



The artist has the liberty to adjust the design on the site if necessary that could be caused by the uneven shape of the staircase.



Deliverable

Illustration

The artists will develop a stunning illustration that follows your core beliefs by matching the organization’s overall tone and vibe. The illustration will incorporate logo treatment provided by the client if needed.

The process will take 20 hours to complete the final illustration. You are welcome to input as much or as little as you like into the illustration development process. During this process, the artist will take your strict guidance and follow your vision, or let the artist run wild and drive the creative process, creating cohesive imagery for your brand story.

Proposed Timeline

Mural

- Phase I:** Meeting with staff to go over design, schedule, and material shopping.
- Phase II:** Preparation of the site which include cleaning, repainting the wall, and outlining the mural (in the evening). Power source will be needed during this phase.
- Phase III:** Painting and completion.

The mural will be expected to take place in Summer/Fall 2024. The process is projected to take a total of 8 days (4 hours each day). **If selected by Aug 6th**, the artist can start as soon as **August 16th-24th**. The date is negotiable depending on the client’s need.

50% deposit is expected at least **1 week** prior to purchase the materials. Power source may be needed for projection in the first day of work as stated on Phase II. The artist will be able to tag her name/IG handle on the mural.

Pricing

Base price	Unit Price	Quantities	
Artist fee	\$150/hour	32 hrs	\$4,800
Paint BEHR Ultra paint. 2 coats application.	\$27	15	\$405
Paint brush Wooster 2 in pro	\$12	20	\$240
Frog tape To ensure the top part of the stairs stays clean	\$25	1	\$25
Plastic mask Scotch-blue pre taped plastic	\$10	3	\$30
Cleaning rag HDX multi-purpose towell	\$10	1	\$10
Chalk markers Used for design outline	\$15	1	\$15
Paint cups Handy brand from Home Depot. The cups will be used to put paint and water.	\$3	20	\$60
Bucket HDX brand from home depot to put wa- ter to clean the brush	\$6	2	\$12
Paint roller kit To cover the front part of the stairs	\$17.49	1	\$17.49
Gas Mileage 56 miles back and forth for 8 days/32 hrs	\$3.29/gallon	56 miles/8 days	\$55
TOTAL			\$5,669

Materials

BEHR Ultra exterior waterproof paint. To ensure the quality of the color and durability. Double coat application.

Coating: Commercial acrylic paint can last up to 7-8 years out-door without coating.

HDX Ceaning rag, Scotch-blue pre taped plastic, Frog tape, Wooster 2in paint brush, Handy paint cups, HDX bucket, HDX multi-purpose towel, Chalk markers.

Methods

On phase II, the artist will outline the design with doodle method (in case there’s no power source nearby) using the chalk markers. The artist will paint the front part of the stairs white using roller paint. After the facade has been painted white, The artist will use the acrylic exterior waterproof paint and double coat the applica-tion to ensure the longevity of the mural.

Previous Work



Dojo Coworking Space,
Bali (2018)



Dogtopia West Midtown,
Atlanta (2020)



Payscape (proposal),
Atlanta (2019)



Art on the Atlanta BeltLine,
Atlanta (2019)



No18 Coworking Space,
Atlanta (2019)

Selected Clients

Rimowa, 2016

<http://www.neighbourlist.com/2016/11/rimowa-introduces-new-bossa-nova-re-turns-nature-wwf-indonesia/>



Instagram, 2017

<https://www.thejakartapost.com/life/2017/10/01/three-indonesian-artists-featured-on-instagram-kind-comments-campaign.html>



Atlanta: Dogtopia West Midtown, No18 Luxury Coworking Space, Artober MET Atlanta, The Exchange Midtown, Art in Beltline, Inc.

International: Artotel Jakarta + Bali, Instagram Indonesia, Rimowa Indonesia, Leafwell Jakarta, Vietnam Backpacker Hostel, Dojo Coworking Space, Sahid Jaya

Thank you! Let's work together.

✉ mikhaela.cherry@gmail.com
🌐 mikhaelacherry.com
☎ 415-319-2601
📷 @mikhaelacherry



References Contact

Kaitlyn Patrick (Dogtopia West Midtown)
kaitlyn.patrick@dogtopia.com

Ariel Ramirez (No. 18 Coworking space)
ariel.ramirez@no18.com

Rachel Evans (SCAD Art Sales)
revans@scad.edu

Shane Shamloufar (The Exchange Apartment)
cdexchange@liverangewater.com



H.4.d

Attachment: Approved Artwork Design (24-7099 :

Packet Pg. 161



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-7097	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Homelessness in the City of Norcross		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Homelessness in the City of Norcross](#)
2. [City of Norcross Homeless Task Force](#)

Title
Homelessness in the City of Norcross

Drafter
Mayor Craig Newton



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Mayor Craig Newton

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24-7097

Title: Homelessness in the City of Norcross

CC: Eric Johnson, City Manager

Recommendation

Consider creating a Homeless Task Force in the City of Norcross.

Background

Creating a homeless task force involves several steps to ensure it is effective, sustainable, and capable of making a meaningful impact on the issue of homelessness in a community. Attached is a structured plan outlining key phases, tasks, and considerations.

"The Comprehensive Plan, particularly '5 Implementation Action,' underscores the importance of a Homeless Task Force in addressing the growing issue of homelessness. This is a key part of our commitment to our constituents and the future of our city. We have seen this problem at our library.

Financial Impact:

TBD

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
5. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Attachments

City of Norcross Homeless Task Force

Next Steps

Update



**City of Norcross Homeless Task Force
AGENDA ITEMS FOR COUNCIL**

Plan to Create a Homeless Task Force • Implement steps to address homelessness in the community
 • A structured plan that outlines key phases, tasks and considerations • Ensure effectiveness of Homeless Task Force • Meaningful Impact • Sustainability

PHASE 1

**RESEARCH AND NEEDS
ASSESSMENT**

1. Conduct a Needs Assessment	a. Collect data on the current homeless population 1. Demographics 2. Challenges	b. Identify existing services and gaps in resources.
2. Review Successful Models	a. Research case studies and successful homeless initiatives in other communities.	b. Understand best practices and potential pitfalls.
3. Engagement with Stakeholders	a. Identify stakeholders 1. Local government 2. Nonprofits 3. Service providers 4. Businesses 5. Community members	b. Conduct focus groups or interviews to gather insights and concerns from these groups.

PHASE 2**TASK FORCE FORMATION**

1. Engagement with Stakeholders	a. Define Objectives and Goals	b. Establish clear, measurable objectives for the task force (e.g., reducing homelessness by X% in Y years).
2. Resource Assessment and Funding	a. Recruit diverse members from various sectors 1. Government 2. Health services 3. Housing agencies 4. Law enforcement 5. Business leaders	b. Advocates with lived experience of homelessness
3. Establish governance structure	a. Determine leadership roles 1. Chair 2. Co-chairs 3. Committees	b. Define how decisions will be made 1. Chair 2. Consensus
4. Develop a Charter	a. Draft a document outlining 1. Mission 2. Vision 3. Goals 4. Roles & Responsibilities	b. Draft Operating procedures for Task Force

PHASE 3**PLANNING AND IMPLEMENTATION**

1. Create a Strategic Plan

- a. Develop detailed action plan
1. Short term
 2. Long term

- b. Define how decisions will be made
1. Chair
 2. Consensus

2. Select Members

- a. Resource Assessment and Funding
1. Identify existing funding sources
 2. Potential grants

- b. Create a budget
1. Task force activities
 2. Initiatives

3. Building Partnerships

- a. Collaboration
1. local organization
 2. Businesses
 3. Faith communities
 4. Service providers

- b. Leverage
1. Resources
 2. Support

4. Public Awareness Campaign

- a. Develop a communication strategy
1. Raise awareness about homelessness
 2. Awareness of Task Force Goals

- b. Utilize social engagement
1. Social media
 2. local news outlets
 3. Community events to engage the public

PHASE 4**ACTION AND EVALUATION**

1. Implement Programs and Services	a. Roll out targeted programs based on strategic plan 1. Outreach initiatives 2. Service coordination 3. Housing first programs	b. Draft Operating procedures for Task Force
2. Monitor Progress	a. Establish Metrics for evaluating effectiveness 1. Programs 2. Interventions	b. Schedule Regular Meetings 1. Review 2. Adjust as necessary
3. Community Feedback	a. Create opportunities for feedback on task force initiatives for 1. Community Members 2. Homeless Individuals	b. Reporting & Response
4. Report Progress	a. Regularly share updates about achievements, challenges, and future plans. 1. Stakeholders 2. Community	b. Information & Response Process 1. Data collection 2. Follow up

PHASE 5**SUSTAINABILITY AND LONG-TERM
IMPACT**

1. Create a Sustainability Plan	a. Develop a strategy to ensure 1. Ongoing funding 2. Community involvement	b. Identify potential resources for Long-Term Program Viability
2. Advocate for Policy Changes	a. Work with local government to advocate for policies that address the root causes of homelessness	b. Support Initiatives that promote affordable housing and access to services
3. Continuous Improvement	a. Establish a mechanism for ongoing evaluation of programs based on feedback and changing community needs	b. Adaptation of programs based on feedback and changing community needs
4. Celebrating Successes	a. Recognize and celebrate the achievements of the task force and the community	b. Maintain momentum and inspire further engagement

CONCLUSION

This plan provides a roadmap for creating a homeless task force that can effectively address homelessness in our community. The success of the task force will depend on strong leadership, community engagement, collaboration among stakeholders, and a focus on data-driven decision-making. By implementing this plan, the task force can strive to create meaningful solutions that lead to lasting change.



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

City of Norcross

Legislation Details (With Details)

File #:	24-7105	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Council Discussion of Final Elevation for Public Safety Building		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Council Discussion of Final Elevation for Public Safety Building](#)

Title

Council Discussion of Final Elevation for Public Safety Building

Drafter

Councilmember Josh Bare



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Councilmember Josh Bare

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24-7105

Title: Council Discussion of Final Elevation for Public Safety Building

CC: Eric Johnson, City Manager

Recommendation

Approve final elevation of Public Safety Building.

Background

NA

Financial Impact:

NA

Consistent with Comprehensive Plan?

6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

NA

Next Steps

NA

Update



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-7089	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Reduce Buford Hwy Speed Limit to 35 mph, LOR and ordinance revisions](#)
2. [Amended List Of Roads \(LOR\) for submission to GDOT and DPS](#)
3. [Revised City Ordinance 34-35 containing the amended LOR](#)
4. [GDOT's Buford Hwy Speed Study](#)

Title

Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions

Drafter

Bill Grogan



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: August 19th, 2024 – Policy Work Session

Item No.: 24-7089

Title: **Reduce Buford Hwy Speed Limit to 35 mph, LOR and ordinance revisions**

CC: Eric Johnson, City Manager

Recommendation

Approve an amended list of roadways (LOR) reflecting our desire to lower the speed limit on Buford Hwy from 45 mph to 35 mph based on GDOT's study finding. Also, approve a revision to City Ordinance Section 34-35 mirroring the amended LOR.

Background

A GDOT traffic study recommends lowering the speed limit on Buford Hwy (SR 13) within the city limits of Norcross from 45 mph to 35 mph. In order to complete the process of lowering speed limits, an amended List Of Roads (LOR) must be approved by the local governing body, followed by an application submission to GDOT. The City of Norcross's approval process is via City Ordinance Chapter 34, Traffic and Vehicles Section 35, which contains a list of city roadways approved for speed detection devices.

Financial Impact:

None

Consistent with Comprehensive Plan?

Yes:

Goal 2: Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Attachments

- 1) GDOT's Buford Hwy Speed Study
- 2) Amended List Of Roads (LOR) for submission to GDOT and DPS.
- 3) Revised City Ordinance 34-35 containing the amended LOR.

Next Steps

If approved, Mayor and Council signatures followed by submission to GDOT for processing.

Update

Rev. August 2024

The City of Norcross is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
for
CITY OF NORCROSS

ON-SYSTEM ROADWAYS

ALL ON SYSTEM ROUTES HAVE BEEN VERIFIED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 13	Norcross	158' south of Jimmy Carter Blvd (South Norcross City Limits)	02.38	252' north of Langford Road (North Norcross City Limits)	04.35	01.97	35
SR 140	Norcross	320' west of Cash Court (West Norcross City Limits)	02.57	Brook Hollow Pkwy	5.30	02.73	45
SR 140	Norcross	Brook Hollow Pkwy	05.30	End at I-85 On/Off Ramps	05.73	00.43	40
SR 378	Norcross	State Route 13 (Buford Highway)	00.00	213' east of Light Circle	00.35	00.35	35
SR 378 * SCHOOL ZONE*	Summerour Middle School School Days Only	Davidson Drive	00.12	193' west of Light Circle	00.27	00.15	30
SR 378	Norcross	213' east of Light Circle	00.35	I-85 northbound ramp	02.91	02.49	45
SR 378 * SCHOOL ZONE*	Beaver Ridge Elementary School Days Only	550' east of Indian Trail Rd	01.83	948' west of Beaver Ridge Cir	02.20	00.30	35

SCHOOL ZONES ARE EFFECTIVE

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time

—
SCHOOL DAYS ONLY.

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time —
SCHOOL DAYS ONLY.

****ATESD HOURS ARE EFFECTIVE****

One hour before instructional classes begin until one hour after such instructional classes have concluded for the dismissal of school-
SCHOOL DAYS ONLY.

Rev. August 2024

OFF-SYSTEM ROADWAYS

ALL OFF-SYSTEM ROUTES WILL NOT BE VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF <i>and/or School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Academy Street	Norcross	Lawrenceville Street	Born Street	00.11	25
Amber Drive	Norcross	Wexford Drive	Dead End	00.06	25
Atlantic Boulevard	Norcross	Holcomb Bridge Road	Jimmy Carter Boulevard	00.75	40
Atlantic Boulevard School Zone	Norcross Stripling Elementary	900' S of South Driveway	775' N of North Driveway	00.32	30
Autry Street	Norcross	Thrasher Street	Nesbit Street	00.60	25
Brook Hollow Parkway	Norcross	Indian Trail-Lilburn Road	Jimmy Carter Blvd (SR 140)	02.10	45
Business Park Drive	Norcross	North Peachtree Street	Peachtree Industrial Boulevard	00.41	25
Camelot Way	Norcross	Lancelot Drive	East Glochester Place	00.19	25
Chastain Manor Drive	Norcross	North Peachtree Street	Cul-De-Sac	00.25	25
Cochran Drive	Norcross	North Peachtree Street	Cul-De-Sac	00.40	25
East Glochester Place	Norcross	Lancelot Drive	Glochester Place	00.36	25
Georgetown Park Drive	Norcross	Hunter Street	Cul-De-Sac	00.28	25
Glochester Place	Norcross	North Norcross-Tucker Road	East Glochester Place	00.27	25
Goshen Springs Rd	Norcross	Center Way	Jimmy Carter Blvd (SR 140)	00.60	35
Goodwick Way	Norcross	Mitchell Road	Cul-De-Sac	00.44	25
Holcomb Bridge Road	Norcross	South Peachtree Street	West Peachtree Street	00.10	25
Holcomb Bridge Road	Norcross	West Peachtree Street	Peachtree Industrial Boulevard	00.80	35
Holcomb Bridge Road	Norcross	West Peachtree Street	Peachtree Industrial Boulevard	00.80	35
Huddersfield Way	Norcross	Beaver Ruin Road/SR 378	Goodwick Way	00.70	25
Hunter Street	Norcross	West Peachtree Street	Langford Rd	00.40	35
Lancelot Drive	Norcross	Glochester Place	Cul-De-Sac	00.57	25
Langford Drive	Norcross	West Peachtree Street	Hunter Street	00.82	25
Langford Road	Norcross	Medlock Bridge Rd	Railroad Crossing	00.40	40
Langford Road	Norcross	Railroad Crossing	Old Norcross Road	00.40	35
Lawrenceville Street *School Zone*	Norcross Elementary	100 Ft N of Hunt Street	600 Ft S of Hunt Street	00.13	25
Lawrenceville Street	Norcross	Jones Street	Buford Highway/ SR 13	00.58	25
Lively Avenue	Norcross	Buford Highway/SR 13	Cul-De-Sac	00.39	25
Longview Drive	Norcross	Sunset Drive	Dogwood Circle	00.51	25
Marshes Glenn Drive	Norcross	500 Ft. N Of Everglades Trail	Marshes Glenn Drive	00.29	25
Mitchell Road	Norcross	Buford Hwy (SR 13)	Brook Hollow Pkwy	01.60	35

Attachment: Amended List Of Roads (LOR) for submission to GDOT and DPS (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and

Rev. August 2024

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF <i>and/or School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Mitchell Road *School Zone*	Baldwin Elementary School Hours Only	100' W of Price Place	500' E of Price Place	00.18	25
Newbury Road	Norcross	Goodwick Way	Beaver Ruin Road/SR 378	00.66	25
Norcross Glen Trace	Norcross	Hunter Street	Hunter Street	00.22	25
Norcross Industrial Court	Norcross	Buford Highway/ SR 13	Dead End	00.17	25
Norcross Parkway	Norcross	Beaver Ruin Road/SR 378	Pinnacle Way	00.20	25
North Barton Street	Norcross	Holcomb Bridge Road	Sunset Drive	00.30	25
North Norcross- Tucker Road	Norcross	Buford Highway/ SR 13	SR 140/Jimmy Carter Blvd	00.93	35
North Peachtree Street	Norcross	Park Drive	Ollie Avenue	00.26	25
North Peachtree Street	Norcross	Ollie Avenue	Medlock Bridge Road/ Langford Road	00.76	30
Olde Town Park Drive	Norcross	Holcomb Bridge Road	Georgetown Park Drive	00.23	25
Pacific Drive	Norcross	Jimmy Carter Boulevard/SR 140	Jimmy Carter Boulevard/SR 140	00.63	35
Peachtree Corners East	Norcross	Holcomb Bridge Rd	Peachtree Industrial Blvd	00.30	35
Peachtree Industrial Boulevard	Norcross	Holcomb Bridge Rd/SR 141 Conn	Medlock Bridge Road	01.67	45
Peterson Place	Norcross	Jimmy Carter Boulevard/SR 140	Cul-De-Sac	00.24	25
Pinnacle Court	Norcross	Pinnacle Way	Cul-De-Sac	00.19	25
Pinnacle Way	Norcross	Beaver Ruin Road/SR 378	Brook Hollow Parkway	00.59	25
Price Place School Zone	Baldwin Elementary and Summerour Middle	Beaver Ruin Road/SR 378	Mitchell Road	00.42	25
Reps Miller Road	Norcross	North Peachtree Street	Dead End	00.73	35
Sheffield Road	Norcross	North Norcross-Tucker Road	East Glochester Place	00.32	25
South Peachtree Street	Norcross	Jones Street	Jimmy Carter Boulevard (State Route 140)	00.89	25
Stanstead Circle	Norcross	Langford Road	Stanstead Circle	00.49	25
Sunset Drive	Norcross	North Peachtree Street	Dead End	00.74	25
Thrasher Street	Norcross	Kelly Street	Buchanan Street	00.69	25
Twin Creeks Drive	Norcross	Beaver Ruin Road	Twin Creeks Place	00.12	25
Twin Creeks Place	Norcross	Twin Creeks Drive	Cul-De-Sac/Cul-De-Sac	00.16	25
Wexford Drive	Norcross	Beaver Ruin Road/SR 378	Cul-De-Sac	00.43	25
Winchester Lane	Norcross	Lancelot Drive	East Glochester Place	00.18	25
Wingo Street	Norcross	Jones Street	Born Street	00.36	25

Attachment: Amended List Of Roads (LOR) for submission to GDOT and DPS (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and

Rev. August 2024

SCHOOL ZONES ARE EFFECTIVE

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time

—
SCHOOL DAYS ONLY.

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time –

SCHOOL DAYS ONLY.

****ATESD HOURS ARE EFFECTIVE****

**One hour before instructional classes begin until one hour after such instructional classes have concluded for the dismissal of school-
SCHOOL DAYS ONLY.**

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

Mayor

City Council Members,

Sworn and Subscribed before me

This _____ day of _____, _____.

NOTARY PUBLIC

Attachment: Amended List Of Roads (LOR) for submission to GDOT and DPS (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and

ORDINANCE NO.

AN AMENDMENT TO THE CITY CODE OF ORDINANCES ARTICLE 11 OF CHAPTER 34 TO AMEND THE ON-SYSTEM ROADWAYS IN THE CITY AND TO PROVIDE FOR APPLICABILITY TO SPEED AT SCHOOL ZONES;

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

I. AMENDMENT.

1. Section 34-35 is amended to delete the table entitled “On-System Roadways” and replace such table with the table below with the same table; for the avoidance of doubt the table entitled “Off-System” shall be unaffected by this amendment:

ON-SYSTEM ROADWAYS

STATE ROUTE	WITHIN THE CITY/TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 13	<i>Norcross</i>	158' south of Jimmy Carter Blvd (South Norcross City Limits)	02.38	252' north of Langford Road (North Norcross City Limits)	04.35	01.97	35
SR 140	<i>Norcross</i>	320' west of Cash Court (West Norcross City Limits)	02.57	Brook Hollow Pkwy	5.30	02.73	45
SR 140	<i>Norcross</i>	Brook Hollow Pkwy	05.30	End at I-85 On/Off Ramps	05.73	00.43	40
SR 378	<i>Norcross</i>	State Route 13 (Buford Highway)	00.00	213' east of Light Circle	00.35	00.35	35
SR 378 * SCHOOL ZONE*	Summerour Middle School School Days Only	Davidson Drive	00.12	193' west of Light Circle	00.27	00.15	30
SR 378	<i>Norcross</i>	213' east of Light Circle	00.35	I-85 northbound ramp	02.91	02.49	45
SR 378 * SCHOOL ZONE*	Beaver Ridge Elementary School Days Only	550' east of Indian Trail Rd	01.83	948' west of Beaver Ridge Cir	02.20	00.30	35

[Continued on Following Page]

OFF-SYSTEM ROADWAYS

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF <i>and/or School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Academy Street	Norcross	Lawrenceville Street	Born Street	00.11	25
Amber Drive	Norcross	Wexford Drive	Dead End	00.06	25
Atlantic Boulevard	Norcross	Holcomb Bridge Road	Jimmy Carter Boulevard	00.75	40
Atlantic Boulevard School Zone	Norcross Stripling Elementary	900' S of South Driveway	775' N of North Driveway	00.32	30
Autry Street	Norcross	Thrasher Street	Nesbit Street	00.60	25
Brook Hollow Parkway	Norcross	Indian Trail-Lilburn Road	Jimmy Carter Blvd (SR 140)	02.10	45
Business Park Drive	Norcross	North Peachtree Street	Peachtree Industrial Boulevard	00.41	25
Camelot Way	Norcross	Lancelot Drive	East Gloucester Place	00.19	25
Chastain Manor Drive	Norcross	North Peachtree Street	Cul-De-Sac	00.25	25
Cochran Drive	Norcross	North Peachtree Street	Cul-De-Sac	00.40	25
East Gloucester Place	Norcross	Lancelot Drive	Gloucester Place	00.36	25
Georgetown Park Drive	Norcross	Hunter Street	Cul-De-Sac	00.28	25
Gloucester Place	Norcross	North Norcross-Tucker Road	East Gloucester Place	00.27	25
Goshen Springs Rd	Norcross	Center Way	Jimmy Carter Blvd (SR 140)	00.60	35
Goodwick Way	Norcross	Mitchell Road	Cul-De-Sac	00.44	25
Holcomb Bridge Road	Norcross	South Peachtree Street	West Peachtree Street	00.10	25
Holcomb Bridge Road	Norcross	West Peachtree Street	Peachtree Industrial Boulevard	00.80	35
Holcomb Bridge Road	Norcross	West Peachtree Street	Peachtree Industrial Boulevard	00.80	35
Huddersfield Way	Norcross	Beaver Ruin Road/SR 378	Goodwick Way	00.70	25
Hunter Street	Norcross	West Peachtree Street	Langford Rd	00.40	35
Lancelot Drive	Norcross	Gloucester Place	Cul-De-Sac	00.57	25
Langford Drive	Norcross	West Peachtree Street	Hunter Street	00.82	25
Langford Road	Norcross	Medlock Bridge Rd	Railroad Crossing	00.40	40
Langford Road	Norcross	Railroad Crossing	Old Norcross Road	00.40	35
Lawrenceville Street *School Zone*	Norcross Elementary	100 Ft N of Hunt Street	600 Ft S of Hunt Street	00.13	25
Lawrenceville Street	Norcross	Jones Street	Buford Highway/ SR 13	00.58	25
Lively Avenue	Norcross	Buford Highway/SR 13	Cul-De-Sac	00.39	25
Longview Drive	Norcross	Sunset Drive	Dogwood Circle	00.51	25
Marshes Glenn Drive	Norcross	500 Ft. N Of Everglades Trail	Marshes Glenn Drive	00.29	25
Mitchell Road	Norcross	Buford Hwy (SR 13)	Brook Hollow Pkwy	01.60	35

Attachment: Revised City Ordinance 34-35 containing the amended LOR (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and

ROAD NAME	WITHIN THE CITY/TOWN LIMITS OF <i>and/or School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Mitchell Road *School Zone*	Baldwin Elementary School Hours Only	100' W of Price Place	500' E of Price Place	00.18	25
Newbury Road	Norcross	Goodwick Way	Beaver Ruin Road/SR 378	00.66	25
Norcross Glen Trace	Norcross	Hunter Street	Hunter Street	00.22	25
Norcross Industrial Court	Norcross	Buford Highway/ SR 13	Dead End	00.17	25
Norcross Parkway	Norcross	Beaver Ruin Road/SR 378	Pinnacle Way	00.20	25
North Barton Street	Norcross	Holcomb Bridge Road	Sunset Drive	00.30	25
North Norcross-Tucker Road	Norcross	Buford Highway/ SR 13	SR 140/Jimmy Carter Blvd	00.93	35
North Peachtree Street	Norcross	Park Drive	Ollie Avenue	00.26	25
North Peachtree Street	Norcross	Ollie Avenue	Medlock Bridge Road/ Langford Road	00.76	30
Olde Town Park Drive	Norcross	Holcomb Bridge Road	Georgetown Park Drive	00.23	25
Pacific Drive	Norcross	Jimmy Carter Boulevard/SR 140	Jimmy Carter Boulevard/SR 140	00.63	35
Peachtree Corners East	Norcross	Holcomb Bridge Rd	Peachtree Industrial Blvd	00.30	35
Peachtree Industrial Boulevard	Norcross	Holcomb Bridge Rd/SR 141 Conn	Medlock Bridge Road	01.67	45
Peterson Place	Norcross	Jimmy Carter Boulevard/SR 140	Cul-De-Sac	00.24	25
Pinnacle Court	Norcross	Pinnacle Way	Cul-De-Sac	00.19	25
Pinnacle Way	Norcross	Beaver Ruin Road/SR 378	Brook Hollow Parkway	00.59	25
Price Place School Zone	Baldwin Elementary and Summerour Middle	Beaver Ruin Road/SR 378	Mitchell Road	00.42	25
Reps Miller Road	Norcross	North Peachtree Street	Dead End	00.73	35
Sheffield Road	Norcross	North Norcross-Tucker Road	East Glochester Place	00.32	25
South Peachtree Street	Norcross	Jones Street	Jimmy Carter Boulevard (State Route 140)	00.89	25
Stanstead Circle	Norcross	Langford Road	Stanstead Circle	00.49	25
Sunset Drive	Norcross	North Peachtree Street	Dead End	00.74	25
Thrasher Street	Norcross	Kelly Street	Buchanan Street	00.69	25
Twin Creeks Drive	Norcross	Beaver Ruin Road	Twin Creeks Place	00.12	25
Twin Creeks Place	Norcross	Twin Creeks Drive	Cul-De-Sac/Cul-De-Sac	00.16	25
Wexford Drive	Norcross	Beaver Ruin Road/SR 378	Cul-De-Sac	00.43	25
Winchester Lane	Norcross	Lancelot Drive	East Glochester Place	00.18	25
Wingo Street	Norcross	Jones Street	Born Street	00.36	25

Attachment: Revised City Ordinance 34-35 containing the amended LOR (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and

2. The following provisions shall be enacted as Section 34-36 and shall be titled “School Zones”

(a) All On-System Roadways identified as School Zones in Section 34-35 of this Article shall be subject to the provisions set forth in O.C.G.A. § 40-14-8(b).

(b) All school zones must be noticed in accordance with O.C.G.A. § 40-14-6

II. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

III. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2024.

Craig Newton, Mayor

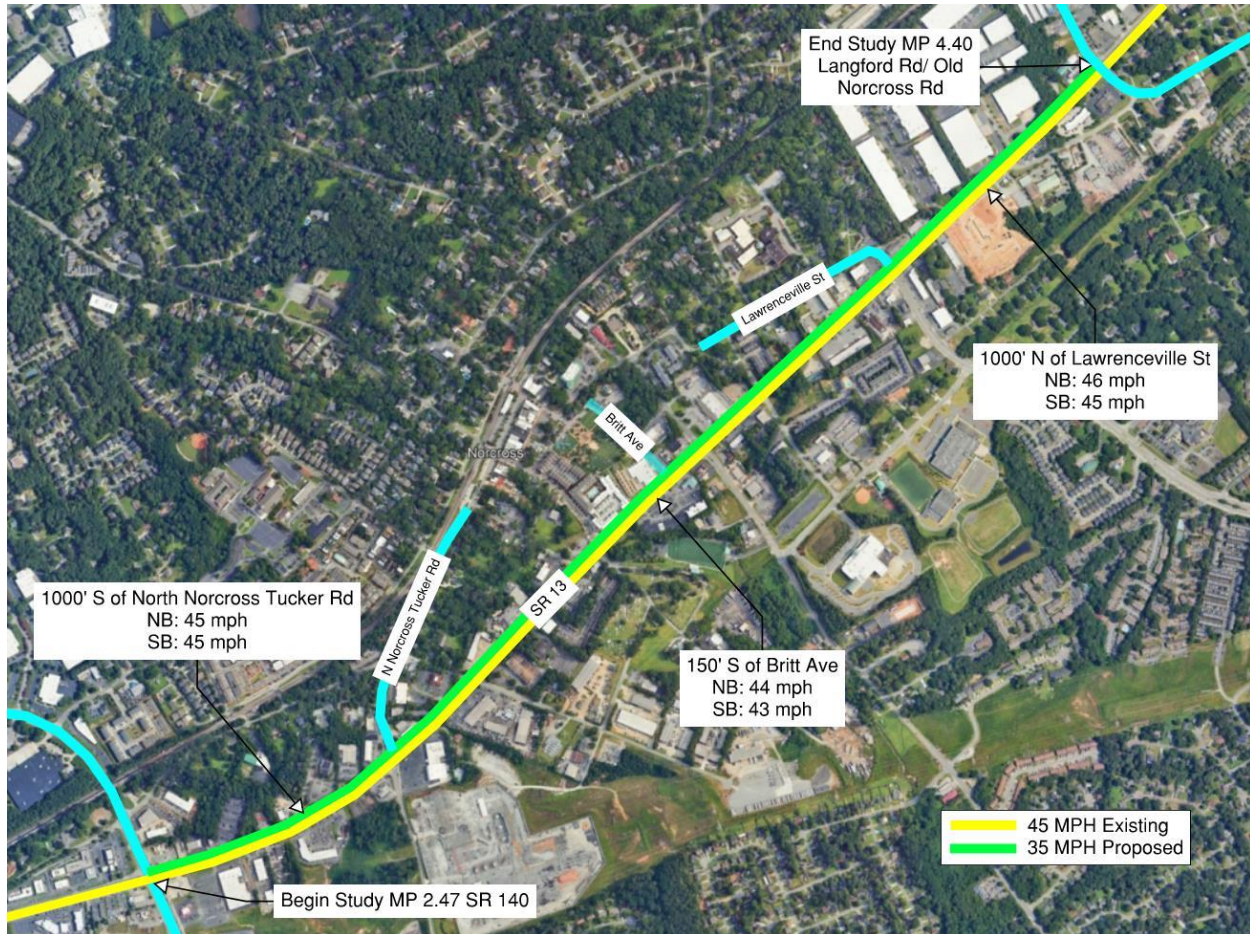
ATTEST:

Monique Philip, City Clerk

ENGINEERING and TRAFFIC INVESTIGATION REPORT
SR 13, MP 2.47 to MP 4.40
Gwinnett County

ETI No.: 05-2024-135-1

Date prepared: 05/07/2024
District One Gainesville



ORIGIN, LOCATION, REASON:

SR 13, MP 2.47 to MP 4.40, SR 140/Jimmy Carter Blvd to Langford Rd. District One Traffic Operations received a request from the City of Norcross to review the speed limits on SR 13 from SR 140 to Langford Rd/Old Norcross Rd and determine whether a 35 mph speed limit is feasible.

SEGMENT DESCRIPTION:

State Route 13 is a four-lane, divided, urban minor arterial running South to North for the purposes of this report. This section of SR 13 contains 6 signalized intersections, 9 unsignalized intersections with named side roads, and 72 commercial driveways. 41/72 commercial driveways and 2/9 unsignalized intersection do not have decel lanes. Curb and gutter is present throughout the study section, and a median is present from SR 140 to SR 378. Median landscaping is present at several locations. The existing speed limit is 45 mph for the entire study area.

PEDESTIAN MOVEMENT and/or FACILITIES:

Pedestrian accommodations are present throughout the entire study area with pedestrian crossings at all signalized intersections. Pedestrians were observed walking throughout the corridor.

Attachment: GDOT's Buford Hwy Speed Study (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions)

ENGINEERING and TRAFFIC INVESTIGATION REPORT
SR 13, MP 2.47 to MP 4.40
Gwinnett County

ETI No.: 05-2024-135-1

VOLUME:

Traffic volumes were collected from GDOT's Traffic Analysis and Data Application (TADA). The AADT (Average Annual Daily Traffic) on SR 13 between Holcomb Bridge Rd and Britt Ave (Station ID: 135-6074) was 40,600 vpd in 2022. The AADT on SR 13 to the north and south of Norcross ranges from 22,800 to 31,900 veh/day. Truck percentages range from 7% to 8% along the corridor.

SPEED DATA:

Spot speed data was collected on Tuesday 03/07/2024 and Thursday 03/28/2024 at 1000' N of Lawrenceville St, 1000' S of North Norcross Tucker Rd, and 150' S of Britt Ave.

Speed data was collected 1000' N of Lawrenceville St on 03/07/2024. The 85th percentile speed for the NB traffic was 46 mph. The 85th percentile speed for the SB traffic was 45 mph.

Speed data was collected 1000' S of North Norcross Tucker Rd on 03/07/2024. The 85th percentile speed for the NB traffic was 45 mph. The 85th percentile speed for the SB traffic was 45 mph.

Speed data was collected 150' S of Britt Ave on 03/28/2024. The 85th percentile speed for the NB traffic was 44 mph. The 85th percentile speed for the SB traffic was 43 mph.

The combined 85th percentile speed for the full study area is 45 mph. The median speed for the full corridor was 39 mph and the mean speed was 40 mph.

CRASH HISTORY:

Crash history was gathered from Numetric for the corridor from 01/01/2018 – 12/31/2022. Crash data shows 884 total crashes, 218 injury crashes, and 0 fatal crashes. The table below shows the crash data for the corridor.

Year	Angle	Head-On	Rear-End	Sideswipe	Not w/ motor vehicle	Property Damage Only	Injury Crashes	Fatalities	Pedestrian
2018	63	2	95	30	6	161	40	0	3
2019	63	4	100	40	3	164	47	0	3
2020	29	3	53	23	2	77	33	0	0
2021	42	3	82	35	4	128	38	0	1
2022	66	6	83	35	6	135	61	0	0
Total	263	18	413	163	21	665	218	0	0

The section average crash rate for this section of road is 645 per 100 MVM and the average injury crash rate is 159 per 100 MVM. According to GDOT's 2021 average statewide crash data, a similar section of a roadway (Small Urban Minor Arterial) has a crash rate of 412 per 100 MVM and an injury crash rate of 169 per 100 MVM.

ENGINEERING and TRAFFIC INVESTIGATION REPORT
SR 13, MP 2.47 to MP 4.40
Gwinnett County

ETI No.: 05-2024-135-1

VULNERABLE ROAD USER EVALUATION:

Over the previous 5 years there have been 4 pedestrian-related crashes and 1 bicycle related crash. There are many residential developments between Holcomb Bridge Rd and SR 378. There is a park located off S Cemetery St, a Gwinnett County Library located at the corner of SR 13 @ Britt Ave, a Post Office located on the corner of SR 13 @ Mitchell Rd, and several restaurants and grocery stores located throughout the corridor. The six signalized intersections in the corridor have the required pedestrian accommodations, however, bicycle accommodations are not present in the corridor. The Social Vulnerability for the corridor for the CDC's SVI is mixed, the east side of the corridor is very high while the west side is very low.

US LIMITS REPORT:

The USLIMITS report recommended a speed limit of 40 mph for the full study area.

CONCLUSION:

Spot speed data collected along this corridor showed a combined 85th percentile speed of 45 mph and median speed of 39 mph. The crash rate along this corridor is higher than similar sections of roadway in the state, this is most likely due to high traffic volumes in the area as well as six signalized intersections. Of the 884 total crashes, 413 were rear end crashes, lowering the speed limit could be expected to reduce the frequency and severity of rear end crashes. The USLIMITS report recommended a speed limit of 40 mph based on the section crash data and speed data.

RECOMMENDATION:

Based on the above average crash rates, high AADTs, and speed data the Office of Traffic Operations recommends the following:

- Reduce the speed limit from SR 140/Jimmy Carter Blvd (MP 2.47) to Langford Rd/Old Norcross Rd (MP 4.40) from 45 mph to 35 mph.

APPROVED BY:

 State Traffic Engineer

 Date

RECOMMENDED BY:

 District Traffic Engineer

 Date

Attachment: GDOT's Buford Hwy Speed Study (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions)

CRASH SUMMARY REPORT

SR 13 Speed Study 2024

Created on April 23, 2024

Created by Andrew Cline

Data extents: January 1, 2018 to December 31, 2022



Applied Filters

Shape: Polygon



Total Crashes

884

Fatal Crashes

0

GDOT Summary	Collisions Dataset	
Total Crashes	884	100.00%
Intersection Related	754	85.29%
Distracted Driver (Suspected)	411	46.49%
Large Truck Related	105	11.88%
Distracted Driver (Confirmed)	28	3.17%
Single Motor Vehicle Involved	19	2.15%
Impaired Driving (Confirmed)	13	1.47%
Motorcycle Related	5	0.57%
+ 3 more	5	0.56%

KABCO Severity	Collisions Dataset	
(O) No Injury	665	75.23%
(C) Possible Injury / Complaint	177	20.02%
(B) Suspected Minor/Visible Injury	39	4.41%
(A) Suspected Serious Injury	2	0.23%
Unknown	1	0.11%

(K) Fatal Injury

0

0.00%

Date and Time (Year)	Collisions Dataset	
2022	196	22.17%
2021	166	18.78%
2020	110	12.44%
2019	211	23.87%
2018	201	22.74%
+ 5 more	0	0%

Date and Time (Hour of Day)	Collisions Dataset	
12 am - 2 am	12	1.36%
2 am - 4 am	5	0.57%
4 am - 6 am	10	1.13%
6 am - 8 am	78	8.82%
8 am - 10 am	91	10.29%
10 am - 12 pm	64	7.24%
12 pm - 2 pm	86	9.73%
2 pm - 4 pm	138	15.61%
+ 4 more	400	45.24%

Manner of Collision (Crash Level)	Collisions Dataset	
Rear End	413	46.72%
Angle (Other)	154	17.42%
Sideswipe-Same Direction	151	17.08%
Left Angle Crash	81	9.16%
Right Angle Crash	28	3.17%
Not a Collision with Motor Vehicle	21	2.38%
Head On	18	2.04%
Sideswipe-Opposite Direction	12	1.36%
(None)	6	0.68%

Location at Impact (Crash Level)	Collisions Dataset	
On Roadway - Non-Intersection	525	59.39%
On Roadway - Roadway Intersection	282	31.90%
On Roadway - Driveway Intersection	32	3.62%
Off Roadway	30	3.39%
(None)	5	0.57%
Median	5	0.57%

On Roadway - In Crosswalk	3	0.34%
Entrance/Exit Ramp	1	0.11%
+ 9 more	1	0.11%

Most Harmful Event (Crash Level)	Collisions Dataset	
Motor Vehicle in Motion	853	96.49%
Parked Motor Vehicle	15	1.70%
Pedestrian	7	0.79%
Other - Fixed Object	4	0.45%
Over Turn	4	0.45%
Motor Vehicle in Motion - In Other Roadway	3	0.34%
Median Barrier	2	0.23%
Other Non-Collision	2	0.23%
+ 30 more	5	0.56%

Operator/Pedestrian Contributing Factors (Unit Order)	Collisions Dataset	
No Contributing Factors	827	93.55%
Following Too Close	370	41.86%
Failure to Yield	149	16.86%
Changed Lanes Improperly	133	15.05%
Other	57	6.45%
Improper Turn	38	4.30%
Disregard Stop Sign/Signal	32	3.62%
Misjudged Clearance	32	3.62%
+ 35 more	145	16.39%

Area: County	Collisions Dataset	
Gwinnett	884	100.00%
+ 158 more	0	0%

Area: GDOT District (Crash Level)	Collisions Dataset	
D1	884	100.00%
+ 6 more	0	0%

SHSP Emphasis Area	Collisions Dataset	
Intersection Related	754	85.29%
Distracted Driver (Suspected)	411	46.49%
Young Adult Driver (Age 20-24)	202	22.85%
Older Driver Related (55-64)	199	22.51%

Hit & Run	116	13.12%
Older Driver Related (65+)	111	12.56%
Large Truck Related	105	11.88%
Young Driver (Age 15-19)	90	10.18%
+ 10 more	130	14.70%

First Harmful Event	Collisions Dataset	
Motor Vehicle in Motion	857	96.95%
Parked Motor Vehicle	11	1.24%
Pedestrian	6	0.68%
Median Barrier	4	0.45%
Other/Unknown	4	0.45%
Other Non-Collision	3	0.34%
Curb	2	0.23%
Other - Fixed Object	2	0.23%
+ 31 more	5	0.56%

Vehicle Type (Crash Level)	Collisions Dataset	
Passenger Car	649	73.42%
Sports Utility Vehicle (SUV)	305	34.50%
Pickup Truck	192	21.72%
Van	105	11.88%
Single Unit Truck	39	4.41%
Tractor/Trailer	24	2.71%
Other	23	2.60%
Bus	20	2.26%
+ 16 more	34	3.84%

Roadway Contributing Factors	Collisions Dataset	
No Contributing Factors	823	93.10%
Road Surface Condition (wet, icy, snow, slush, etc.)	50	5.66%
Traffic Congestion	5	0.57%
Backup Due to Prior Crash/Secondary Crash	1	0.11%
Obstruction in Roadway	1	0.11%
Other	1	0.11%
Water Standing	1	0.11%
+ 7 more	0	0%

Vehicle Contributing Factor (Crash Level)	Collisions Dataset	
---	--------------------	--

No Known Defects	877	99.21%
Other	10	1.13%
Brake Failure	7	0.79%
Improper Lights	3	0.34%
Mirrors	3	0.34%
Power Train	1	0.11%
Truck Coupling / Trailer Hitch / Safety Chains	1	0.11%
+ 6 more	0	0%

USLIMITS2 Speed Zoning Report

Project Overview

Project Name: SR 13 US Limits Report

Analyst: Andrew Cline

Date: 2024-05-01

Basic Project Information

Route Name: SR 13
 From: MP 2.47
 To: MP 4.4
 State: Georgia
 County: Gwinnett County
 City: Norcross city
 Route Type: Road Section in Developed Area
 Route Status: Existing

Crash Data Information

Crash Data Years: 5.00
 Crash AADT: 40600 veh/day
 Total Number of Crashes: 884
 Total Number of Injury Crashes: 218
 Section Crash Rate: 618 per 100 MVM
 Section Injury Crash Rate: 152 per 100 MVM
 Crash Rate Average for Similar Roads: 412
 Injury Rate Average for Similar Roads: 169

Roadway Information

Section Length: 1.93 mile(s)
 Statutory Speed Limit: 45 mph
 Existing Speed Limit: 45 mph
 Adverse Alignment: No
 One-Way Street: No
 Divided/Undivided: Divided
 Number of Through Lanes: 4
 Area Type: Commercial
 Number of Driveways: 81
 Number of Signals: 6

Traffic Information

85th Percentile Speed: 45 mph
 50th Percentile Speed: 39 mph
 AADT: 40,600 veh/day
 On Street Parking and Usage: Not High
 Pedestrian / Bicyclist Activity: High

Recommended Speed Limit:



Note: The section crash rate of 618 per 100 MVM is above the critical rate (440). A comprehensive crash study should be undertaken to identify engineering and traffic control deficiencies and appropriate corrective actions. The speed limit should only be reduced as a last measure after all other treatments have either been tried or ruled out.

Note: The road section is in an area with high pedestrian or bicycle activity. Consider implementing engineering measures to reduce speeds before lowering the recommended speed limit. See [Engineering Countermeasures for Speed Management](#) and [PedSafe](#) for more guidance.

Disclaimer: The U.S. Government assumes no liability for the use of the information contained in this report. This report does not constitute a standard, specification, or regulation.

Equations Used in the Crash Data Calculations

Exposure (M)

$$M = (\text{Section AADT} * 365 * \text{Section Length} * \text{Duration of Crash Data}) / (100000000)$$

$$M = (40600 * 365 * 1.93 * 5.00) / (100000000)$$

$$M = 1.4300$$

Crash Rate (Rc)

$$Rc = (\text{Section Crash Average} * 100000000) / (\text{Section AADT} * 365 * \text{Section Length})$$

$$Rc = (176.80 * 100000000) / (40600 * 365 * 1.93)$$

$$Rc = 618.17 \text{ crashes per 100 MVM}$$

Injury Rate (Ri)

$$Ri = (\text{Section Injury Crash Average} * 100000000) / (\text{Section AADT} * 365 * \text{Section Length})$$

$$Ri = (43.60 * 100000000) / (40600 * 365 * 1.93)$$

$$Ri = 152.44 \text{ injuries per 100 MVM}$$

Critical Crash Rate (Cc)

$Cc = \text{Crash Average of Similar Sections} + 1.645 * (\text{Crash Average of Similar Sections} / \text{Exposure}) ^ { (1/2) } + (1 / (2 * \text{Exposure}))$

$Cc = 412.00 + 1.645 * (412.00 / 1.4300) ^ { (1/2) } + (1 / (2 * 1.4300))$

$Cc = 440.27$ crashes per 100 MVM

Critical Injury Rate (Ic)

$Ic = \text{Injury Crash Average of Similar Sections} + 1.645 * (\text{Injury Crash Average of Similar Sections} / \text{Exposure}) ^ { (1/2) } + (1 / (2 * \text{Exposure}))$

$Ic = 169.00 + 1.645 * (169.00 / 1.4300) ^ { (1/2) } + (1 / (2 * 1.4300))$

$Ic = 187.23$ injuries per 100 MVM

85th Percentile Speed

SPEED	FREQUENCY	ACUM TOTAL	ACUM %
25	1	25	0.1%
26	2	52	0.4%
27	0	0	0.4%
28	3	84	0.9%
29	2	58	1.1%
30	15	450	3.3%
31	16	496	5.6%
32	22	704	8.7%
33	19	627	11.4%
34	34	1156	16.3%
35	35	1225	21.3%
36	40	1440	27.0%
37	38	1406	32.4%
38	50	1900	39.6%
39	60	2340	48.1%
40	47	1880	54.9%
41	54	2214	62.6%
42	37	1554	67.9%
43	33	1419	72.6%
44	46	2024	79.1%
45	44	1980	85.4%
46	24	1104	88.9%
47	17	799	91.3%
48	15	720	93.4%
49	10	490	94.9%
50	11	550	96.4%
51	11	561	98.0%
52	3	156	98.4%
53	1	53	98.6%
54	3	162	99.0%
55	4	220	99.6%
56	2	112	99.9%
57	1	57	100.0%
58		0	100.0%
59		0	100.0%
60		0	100.0%
61		0	100.0%
62		0	100.0%
63		0	100.0%
64		0	100.0%
65		0	100.0%
66		0	100.0%
67		0	100.0%
68		0	100.0%
69		0	100.0%
70		0	100.0%
71		0	100.0%
72		0	100.0%
73		0	100.0%
74		0	100.0%
75		0	100.0%
76		0	100.0%
77		0	100.0%
78		0	100.0%
79		0	100.0%
80		0	100.0%
TOTAL	700	28018	

85th%	45	MPH
Avg Speed	40	MPH
50th %	39	MPH
90th %	46	MPH
95th %	49	MPH
10 MPH Pace	36-45	
TIME START	N/A	
TIME STOP	N/A	
WEATHER	N/A	
SPEED LIMIT	45	
DIRECTION	Combined	
OBSERVER	A Cline	
DATE	N/A	

Attachment: GDOT's Buford Hwy Speed Study (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions)

85th Percentile Speed

SPEED	FREQUENCY	ACUM TOTAL	ACUM %
25	1	25	1.0%
26	2	52	2.9%
27		0	2.9%
28	1	28	3.8%
29		0	3.8%
30	4	120	7.6%
31	8	248	15.2%
32	4	128	19.0%
33	4	132	22.9%
34	11	374	33.3%
35	5	175	38.1%
36	7	252	44.8%
37	7	259	51.4%
38	6	228	57.1%
39	8	312	64.8%
40	6	240	70.5%
41	5	205	75.2%
42	6	252	81.0%
43	4	172	84.8%
44	4	176	88.6%
45		0	88.6%
46	3	138	91.4%
47	2	94	93.3%
48	1	48	94.3%
49	2	98	96.2%
50	2	100	98.1%
51	1	51	99.0%
52		0	99.0%
53		0	99.0%
54		0	99.0%
55	1	55	100.0%
56		0	100.0%
57		0	100.0%
58		0	100.0%
59		0	100.0%
60		0	100.0%
61		0	100.0%
62		0	100.0%
63		0	100.0%
64		0	100.0%
65		0	100.0%
66		0	100.0%
67		0	100.0%
68		0	100.0%
69		0	100.0%
70		0	100.0%
71		0	100.0%
72		0	100.0%
73		0	100.0%
74		0	100.0%
75		0	100.0%
76		0	100.0%
77		0	100.0%
78		0	100.0%
79		0	100.0%
80		0	100.0%
TOTAL	105	3962	

85th%	43	MPH
Avg Speed	38	MPH
50th %	37	MPH
90th %	47	MPH
95th %	48	MPH
10 MPH Pace	31-40	
TIME START	11:28	
TIME STOP	11:45	
WEATHER	Sunny	
SPEED LIMIT	45	
DIRECTION	NB	
OBSERVER	A Cline	
DATE	3/7/24	

Attachment: GDOT's Buford Hwy Speed Study (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions)

85th Percentile Speed

SPEED	FREQUENCY		ACUM TOTAL	ACUM %
25		0	0	0.0%
26		0	0	0.0%
27		0	0	0.0%
28	1	28	1	0.8%
29		0	1	0.8%
30	6	180	7	5.7%
31	6	186	13	10.6%
32	8	256	21	17.1%
33	7	231	28	22.8%
34	5	170	33	26.8%
35	8	280	41	33.3%
36	5	180	46	37.4%
37	6	222	52	42.3%
38	10	380	62	50.4%
39	10	390	72	58.5%
40	5	200	77	62.6%
41	9	369	86	69.9%
42	7	294	93	75.6%
43	5	215	98	79.7%
44	5	220	103	83.7%
45	4	180	107	87.0%
46	3	138	110	89.4%
47	2	94	112	91.1%
48	3	144	115	93.5%
49	2	98	117	95.1%
50	2	100	119	96.7%
51	2	102	121	98.4%
52	1	52	122	99.2%
53		0	122	99.2%
54	1	54	123	100.0%
55		0	123	100.0%
56		0	123	100.0%
57		0	123	100.0%
58		0	123	100.0%
59		0	123	100.0%
60		0	123	100.0%
61		0	123	100.0%
62		0	123	100.0%
63		0	123	100.0%
64		0	123	100.0%
65		0	123	100.0%
66		0	123	100.0%
67		0	123	100.0%
68		0	123	100.0%
69		0	123	100.0%
70		0	123	100.0%
71		0	123	100.0%
72		0	123	100.0%
73		0	123	100.0%
74		0	123	100.0%
75		0	123	100.0%
76		0	123	100.0%
77		0	123	100.0%
78		0	123	100.0%
79		0	123	100.0%
80		0	123	100.0%
TOTAL	123	4763		

85th%	44	MPH
Avg Speed	39	MPH
50th %	38	MPH
90th %	46	MPH
95th %	48	MPH
10 MPH Pace	32-41	
TIME START	11:28	
TIME STOP	11:45	
WEATHER	Sunny	
SPEED LIMIT	45	
DIRECTION	NB	
OBSERVER	A Cline	
DATE	3/7/24	

Attachment: GDOT's Buford Hwy Speed Study (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions)

Speed Data - North Norcross Tucker Rd (SB)

85th Percentile Speed

SPEED	FREQUENCY		ACUM TOTAL	ACUM %
25		0	0	0.0%
26		0	0	0.0%
27		0	0	0.0%
28		0	0	0.0%
29		0	0	0.0%
30	1	30	1	0.9%
31		0	1	0.9%
32	5	160	6	5.1%
33	2	66	8	6.8%
34	3	102	11	9.4%
35	5	175	16	13.7%
36	6	216	22	18.8%
37	6	222	28	23.9%
38	12	456	40	34.2%
39	8	312	48	41.0%
40	16	640	64	54.7%
41	10	410	74	63.2%
42	3	126	77	65.8%
43	4	172	81	69.2%
44	10	440	91	77.8%
45	13	585	104	88.9%
46	5	230	109	93.2%
47	2	94	111	94.9%
48	2	96	113	96.6%
49		0	113	96.6%
50		0	113	96.6%
51	3	153	116	99.1%
52		0	116	99.1%
53		0	116	99.1%
54	1	54	117	100.0%
55		0	117	100.0%
56		0	117	100.0%
57		0	117	100.0%
58		0	117	100.0%
59		0	117	100.0%
60		0	117	100.0%
61		0	117	100.0%
62		0	117	100.0%
63		0	117	100.0%
64		0	117	100.0%
65		0	117	100.0%
66		0	117	100.0%
67		0	117	100.0%
68		0	117	100.0%
69		0	117	100.0%
70		0	117	100.0%
71		0	117	100.0%
72		0	117	100.0%
73		0	117	100.0%
74		0	117	100.0%
75		0	117	100.0%
76		0	117	100.0%
77		0	117	100.0%
78		0	117	100.0%
79		0	117	100.0%
80		0	117	100.0%
TOTAL	117	4739		

85th%	45	MPH
Avg Speed	41	MPH
50th %	40	MPH
90th %	45	MPH
95th %	47	MPH
10 MPH Pace	36-45	
TIME START	11:10	
TIME STOP	11:27	
WEATHER	Sunny	
SPEED LIMIT	45	
DIRECTION	SB	
OBSERVER	A Cline	
DATE	3/7/24	

Attachment: GDOT's Buford Hwy Speed Study (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions)

85th Percentile Speed

SPEED	FREQUENCY		ACUM TOTAL	ACUM %
25		0	0	0.0%
26		0	0	0.0%
27		0	0	0.0%
28		0	0	0.0%
29		0	0	0.0%
30	1	30	1	0.9%
31	1	31	2	1.8%
32	2	64	4	3.6%
33	2	66	6	5.4%
34	1	34	7	6.3%
35	9	315	16	14.3%
36	4	144	20	17.9%
37	7	259	27	24.1%
38	4	152	31	27.7%
39	15	585	46	41.1%
40	5	200	51	45.5%
41	7	287	58	51.8%
42	12	504	70	62.5%
43	7	301	77	68.8%
44	6	264	83	74.1%
45	10	450	93	83.0%
46	4	184	97	86.6%
47	5	235	102	91.1%
48	4	192	106	94.6%
49	1	49	107	95.5%
50		0	107	95.5%
51	2	102	109	97.3%
52	1	52	110	98.2%
53		0	110	98.2%
54		0	110	98.2%
55		0	110	98.2%
56	1	56	111	99.1%
57	1	57	112	100.0%
58		0	112	100.0%
59		0	112	100.0%
60		0	112	100.0%
61		0	112	100.0%
62		0	112	100.0%
63		0	112	100.0%
64		0	112	100.0%
65		0	112	100.0%
66		0	112	100.0%
67		0	112	100.0%
68		0	112	100.0%
69		0	112	100.0%
70		0	112	100.0%
71		0	112	100.0%
72		0	112	100.0%
73		0	112	100.0%
74		0	112	100.0%
75		0	112	100.0%
76		0	112	100.0%
77		0	112	100.0%
78		0	112	100.0%
79		0	112	100.0%
80		0	112	100.0%
TOTAL	112	4613		

85th%	45	MPH
Avg Speed	41	MPH
50th %	41	MPH
90th %	47	MPH
95th %	48	MPH
10 MPH Pace	36-45	
TIME START	11:28	
TIME STOP	11:45	
WEATHER	Sunny	
SPEED LIMIT	45	
DIRECTION	NB	
OBSERVER	A Cline	
DATE	3/7/24	

Attachment: GDOT's Buford Hwy Speed Study (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions)

Speed Data - Lawrenceville St (SB)

85th Percentile Speed

SPEED	FREQUENCY		ACUM TOTAL	ACUM %
25		0	0	0.0%
26		0	0	0.0%
27		0	0	0.0%
28		0	0	0.0%
29		0	0	0.0%
30	1	30	1	0.9%
31		0	1	0.9%
32	1	32	2	1.8%
33	4	132	6	5.3%
34	8	272	14	12.3%
35	6	210	20	17.5%
36	12	432	32	28.1%
37	4	148	36	31.6%
38	11	418	47	41.2%
39	6	234	53	46.5%
40	6	240	59	51.8%
41	5	205	64	56.1%
42	5	210	69	60.5%
43	4	172	73	64.0%
44	12	528	85	74.6%
45	9	405	94	82.5%
46	7	322	101	88.6%
47	4	188	105	92.1%
48		0	105	92.1%
49	2	98	107	93.9%
50	3	150	110	96.5%
51	2	102	112	98.2%
52		0	112	98.2%
53		0	112	98.2%
54		0	112	98.2%
55	2	110	114	100.0%
56		0	114	100.0%
57		0	114	100.0%
58		0	114	100.0%
59		0	114	100.0%
60		0	114	100.0%
61		0	114	100.0%
62		0	114	100.0%
63		0	114	100.0%
64		0	114	100.0%
65		0	114	100.0%
66		0	114	100.0%
67		0	114	100.0%
68		0	114	100.0%
69		0	114	100.0%
70		0	114	100.0%
71		0	114	100.0%
72		0	114	100.0%
73		0	114	100.0%
74		0	114	100.0%
75		0	114	100.0%
76		0	114	100.0%
77		0	114	100.0%
78		0	114	100.0%
79		0	114	100.0%
80		0	114	100.0%
TOTAL	114	4638		

85th%	45	MPH
Avg Speed	41	MPH
50th %	40	MPH
90th %	46	MPH
95th %	49	MPH
10 MPH Pace	36-45	
TIME START	10:28	
TIME STOP	10:43	
WEATHER	Sunny	
SPEED LIMIT	45	
DIRECTION	SB	
OBSERVER	A Cline	
DATE	3/7/24	

Attachment: GDOT's Buford Hwy Speed Study (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions)

Speed Data - Lawrenceville St (NB)

85th Percentile Speed

SPEED	FREQUENCY		ACUM TOTAL	ACUM %
25		0	0	0.0%
26		0	0	0.0%
27		0	0	0.0%
28	1	28	1	0.8%
29	2	58	3	2.3%
30	2	60	5	3.9%
31	1	31	6	4.7%
32	2	64	8	6.2%
33		0	8	6.2%
34	6	204	14	10.9%
35	2	70	16	12.4%
36	6	216	22	17.1%
37	8	296	30	23.3%
38	7	266	37	28.7%
39	13	507	50	38.8%
40	9	360	59	45.7%
41	18	738	77	59.7%
42	4	168	81	62.8%
43	9	387	90	69.8%
44	9	396	99	76.7%
45	8	360	107	82.9%
46	2	92	109	84.5%
47	2	94	111	86.0%
48	5	240	116	89.9%
49	3	147	119	92.2%
50	4	200	123	95.3%
51	1	51	124	96.1%
52	1	52	125	96.9%
53	1	53	126	97.7%
54	1	54	127	98.4%
55	1	55	128	99.2%
56	1	56	129	100.0%
57		0	129	100.0%
58		0	129	100.0%
59		0	129	100.0%
60		0	129	100.0%
61		0	129	100.0%
62		0	129	100.0%
63		0	129	100.0%
64		0	129	100.0%
65		0	129	100.0%
66		0	129	100.0%
67		0	129	100.0%
68		0	129	100.0%
69		0	129	100.0%
70		0	129	100.0%
71		0	129	100.0%
72		0	129	100.0%
73		0	129	100.0%
74		0	129	100.0%
75		0	129	100.0%
76		0	129	100.0%
77		0	129	100.0%
78		0	129	100.0%
79		0	129	100.0%
80		0	129	100.0%
TOTAL	129	5303		

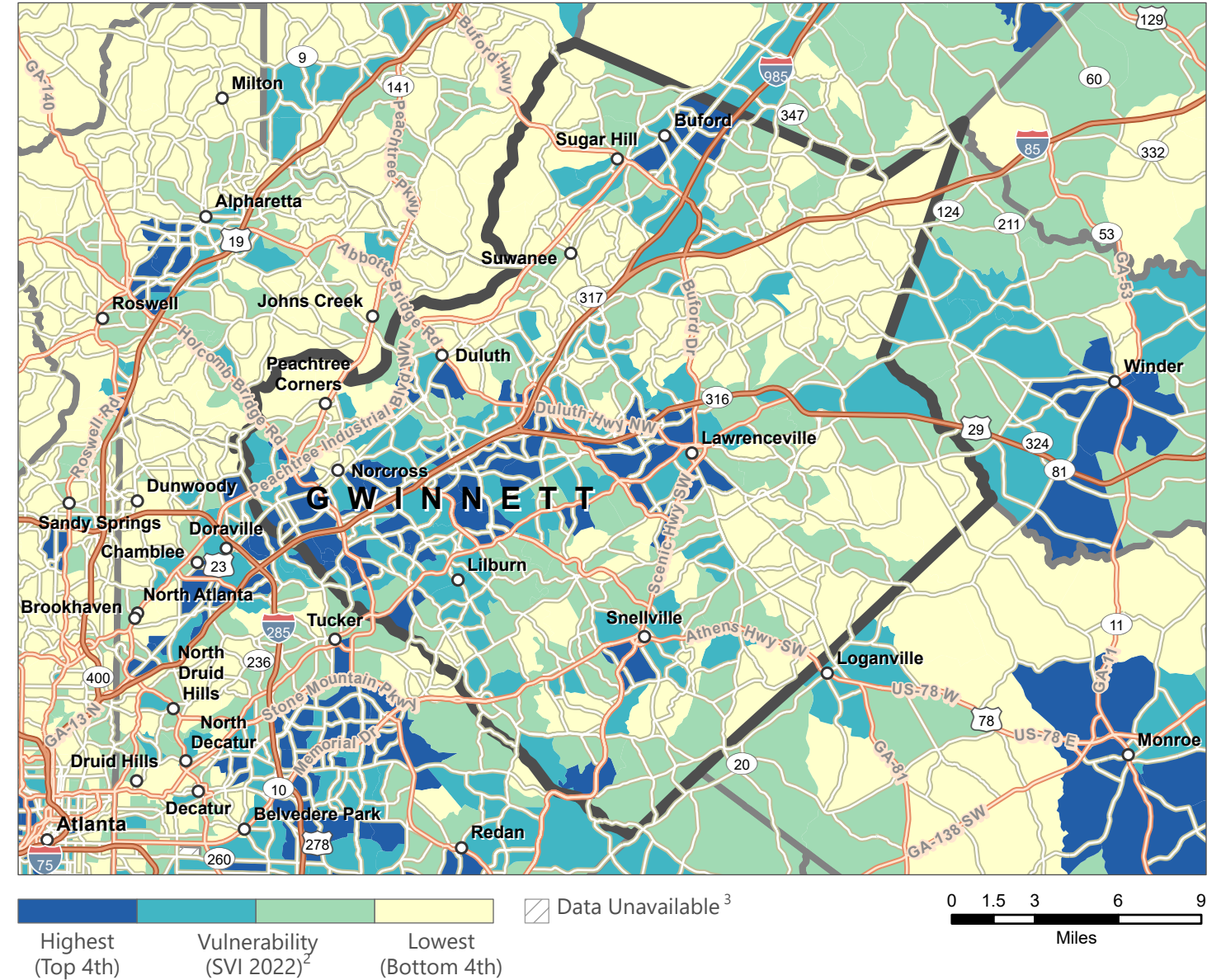
85th%	46	MPH
Avg Speed	41	MPH
50th %	41	MPH
90th %	48	MPH
95th %	50	MPH
10 MPH Pace	36-45	
TIME START	10:44	
TIME STOP	11:00	
WEATHER	Sunny	
SPEED LIMIT	45	
DIRECTION	NB	
OBSERVER	A Cline	
DATE	3/7/24	

Attachment: GDOT's Buford Hwy Speed Study (24-7089 : Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions)

CDC/ATSDR Social Vulnerability Index 2022

GWINNETT COUNTY, GEORGIA

Overall Social Vulnerability¹



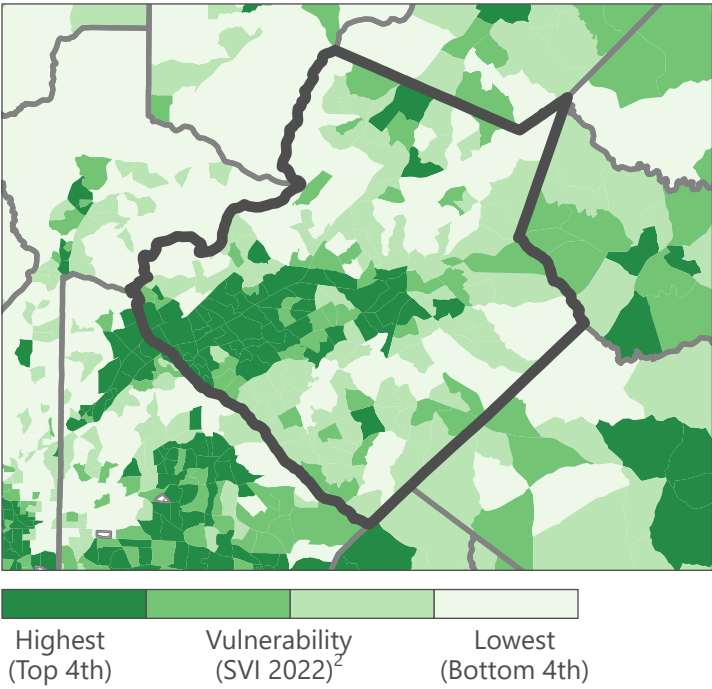
Social vulnerability refers to a community's capacity to prepare for and respond to the stress of hazardous events ranging from natural disasters, such as tornadoes or disease outbreaks, to human-caused threats, such as toxic chemical spills. The **CDC/ATSDR Social Vulnerability Index (CDC/ATSDR SVI 2022)**⁴ **County Map** depicts the social vulnerability of communities, at census tract level, within a specified

county. CDC/ATSDR SVI 2022 groups **sixteen census-derived factors** into **four themes** that summarize the extent to which the area is socially vulnerable to disaster. The factors include economic data as well as data regarding education, family characteristics, housing, language ability, ethnicity, and vehicle access. Overall Social Vulnerability combines all the variables to provide a comprehensive assessment.

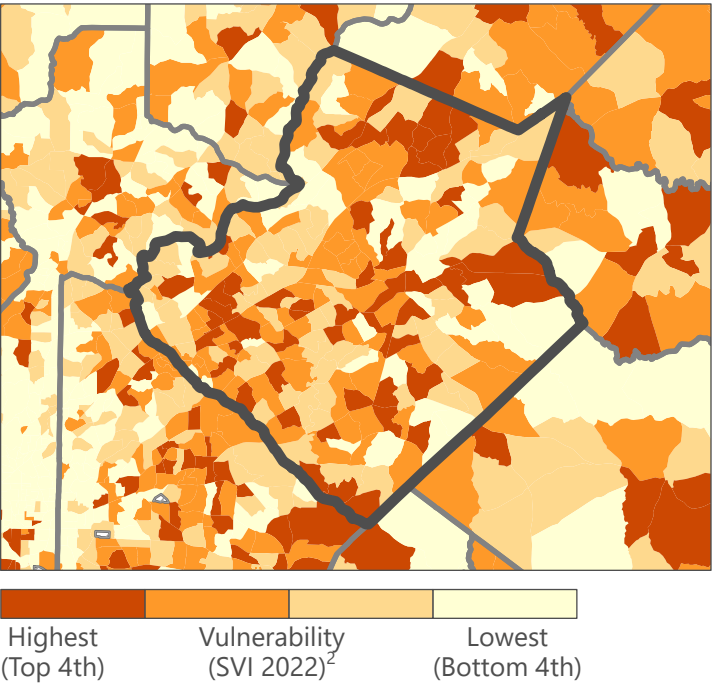
CDC/ATSDR SVI 2022 – GWINNETT COUNTY, GEORGIA

CDC/ATSDR SVI Themes

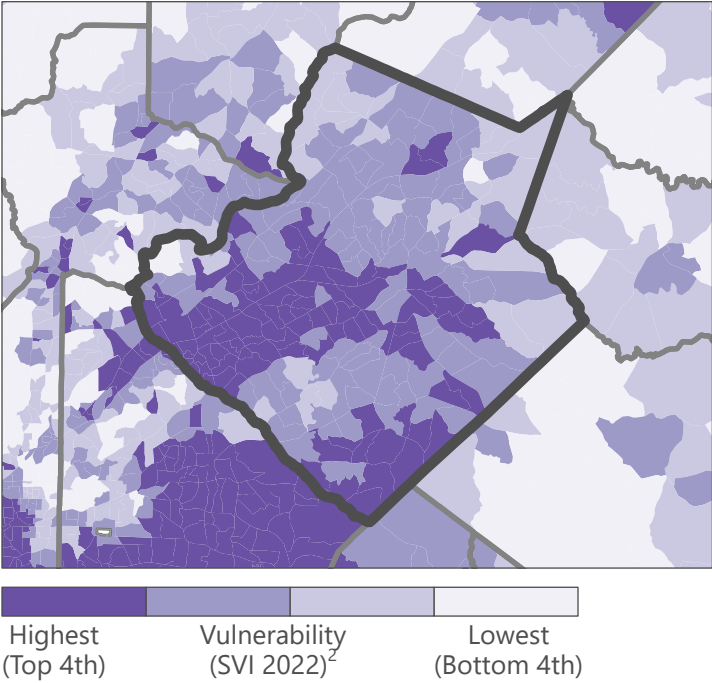
Socioeconomic Status⁵



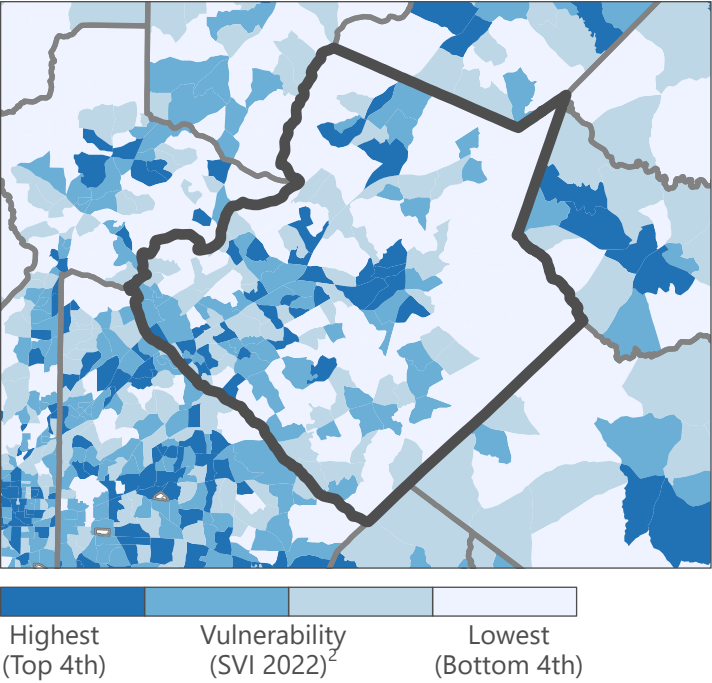
Household Characteristics⁶



Racial and Ethnic Minority Status⁷



Housing Type/Transportation⁸



Data Sources: ²CDC/ATSDR/GRASP, U.S. Census Bureau, ArcGIS StreetMap Premium.
Notes: ¹Overall Social Vulnerability: All 16 variables. ³One or more variables unavailable at census tract level. ⁴The CDC/ATSDR SVI combines percentile rankings of U.S. Census American Community Survey (ACS) 2018-2022 variables, for the state, at the census tract level. ⁵Socioeconomic Status: Below 150% Poverty, Unemployed, Housing Costs Burden, No High School Diploma, No Health Insurance. ⁶Household Characteristics: Aged 65 and Older, Aged 17 and Younger, Civilian with a Disability, Single-Parent Household, English Language Proficiency. ⁷Race/Ethnicity: Hispanic or Latino (of any race); Black and African American, Not Hispanic or Latino; American Indian and Alaska Native, Not Hispanic or Latino; Asian, Not Hispanic or Latino; Native Hawaiian and Other Pacific Islander, Not Hispanic or Latino; Two or More Races, Not Hispanic or Latino; Other Races, Not Hispanic or Latino. ⁸Housing Type/Transportation: Multi-Unit Structures, Mobile Homes, Crowding, No Vehicle, Group Quarters.
Projection: NAD 1983 Georgia Statewide Lambert.
References: Flanagan, B.E., et al., A Social Vulnerability Index for Disaster Management. *Journal of Homeland Security and Emergency Management*, 2011. 8(1).
CDC/ATSDR SVI web page: <https://www.atsdr.cdc.gov/placeandhealth/svi/index.html>.

Gwinnett County LOR Updates:

Existing Gwinnett LOR:

SR 13	Norcross	158' south of Jimmy Carter Blvd (South Norcross City Limits)	02.44	252' north of Langford Road (North Norcross City Limits)	04.45	02.01	45
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Proposed Gwinnett LOR:

SR 13	Norcross	158' south of Jimmy Carter Blvd (South Norcross City Limits)	02.44	Jimmy Carter Blvd	02.47	0.03	45
SR 13	Norcross	Jimmy Carter Blvd	02.47	Langford Rd	04.40	01.93	35
SR 13	Norcross	Langford Rd	04.40	252' north of Langford Road (North Norcross City Limits)	04.45	0.05	45

Gwinnett County MEA Updates:

Existing Gwinnett MEA:

SR 13	Norcross	158' south of Jimmy Carter Blvd (South Norcross City Limits)	02.44	252' north of Langford Road (North Norcross City Limits)	04.45	02.01	45
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Proposed Gwinnett MEA:

SR 13	Norcross	158' south of Jimmy Carter Blvd (South Norcross City Limits)	02.44	252' north of Langford Road (North Norcross City Limits)	02.47	0.03	45
SR 13	Norcross	Jimmy Carter Blvd	02.47	Langford Rd	04.40	01.93	35
SR 13	Norcross	Langford Rd	04.40	252' north of Langford Road (North Norcross City Limits)	04.45	0.05	45

City of Norcross LOR Updates:

Existing Norcross LOR:

SR 13	Norcross	158' south of Jimmy Carter Blvd (South Norcross City Limits)	02.38	252' north of Langford Road (North Norcross City Limits)	04.35	01.97	45
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Proposed Norcross LOR:

SR 13	Norcross	158' south of Jimmy Carter Blvd (South Norcross City Limits)	02.44	Jimmy Carter Blvd	02.47	0.03	45
SR 13	Norcross	Jimmy Carter Blvd	02.47	Langford Rd	04.40	01.93	35
SR 13	Norcross	Langford Rd	04.40	252' north of Langford Road (North Norcross City Limits)	04.45	0.05	45



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-7090	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Award of Contract for Pinnacle Park Dredging		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Award of Contract for Pinnacle Park Dredging](#)
2. [Pinnacle Park Full Contract - Georgia Stormwater Services](#)
3. [ITB PWUP 24-07 Bid Tabulation](#)

Title

Award of Contract for Pinnacle Park Dredging

Drafter

Len Housley



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Len Housley, Public Works Director
Donald Maxwell, Stormwater and Roads Superintendent

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24- 7090

Title: Award of Contract for Pinnacle Park Dredging

CC: Eric Johnson, City Manager

Recommendation

Approve contract between the City of Norcross and Georgia Stormwater Services, LLC for Pinnacle Park dredging.

Background

The Department of Public Works issued an Invitation to Bid for mobilization/demobilization, trap installation, and sediment removal (including hauling and disposal) at Pinnacle Park, located at 250 Pinnacle Park Way Norcross, Georgia 30071. Out of four total sealed bids received, Georgia Stormwater Services was the most responsive and responsible lowest bidder. In addition to submitting the lowest bid, Georgia Stormwater Services complied with the specification guidelines, showed evidence of experience and qualifications, and provided proof that they are qualified to carry out the scope of work.

Financial Impact

\$104,600.00 to be funded by Norcross Springs LP under MOU.

Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Next Steps

Council approves contract award to Georgia Stormwater Services, LLC.

Attachments

ITB PW 24-07

Bid Tabulation Sheet

Contract

Update

***CONTRACT BETWEEN
GEORGIA STORMWATER SERVICES, LLC
AND
THE CITY OF NORCROSS
FOR PINNACLE PARK
DREDGING***

Attachment: Pinnacle Park Full Contract - Georgia Stormwater Services (24-7090 : Award of Contract for Pinnacle Park Dredging)

Contents

Agreement for Pinnacle Park Dredging	3
ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR.....	3
ARTICLE 2 – COMPENSATION.....	3
ARTICLE 3 – PAYMENTS.....	3
ARTICLE 4 – PERIOD OF SERVICE	3
ARTICLE 5 – CHANGES IN SCOPE OF SERVICES.....	3
ARTICLE 6 – STANDARD OF CARE	4
ARTICLE 7 – INDEMNIFICATION	4
ARTICLE 8 – LIMITATION OF LIABILITY	4
ARTICLE 9 – INSURANCE.....	5
ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT.....	5
ARTICLE 11 – PERSONNEL	5
ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA.....	6
ARTICLE 13 – PERMITS AND LICENSES	6
ARTICLE 14 – ADHERENCE TO LAWS	6
ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS.....	6
ARTICLE 16 – [INTENTIONALLY LEFT BLANK]	7
ARTICLE 17 – FORCE MAJEURE	7
ARTICLE 18 – PROJECT DELAY	7
ARTICLE 19 – [RESERVED]	8
ARTICLE 20 – GOVERNING LAW	9
ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION	9
ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS	10
ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS	12
ARTICLE 24 – MISCELLANEOUS	12
APPENDIX A – SCOPE OF SERVICES FOR PINNACLE PARK DREDGING	14
APPENDIX B – COMPENSATION FOR PINNACLE PARK DREDGING.....	19

Agreement for Pinnacle Park Dredging

This Agreement, made and executed as of the _____ day of _____, 2024 by and between Georgia Stormwater Services, LLC with a place of business at 9075 Brixham Ct Suwanee, GA 30024 (hereinafter called "Contractor") and **the City of Norcross, Georgia**, having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to the Pinnacle Park Dredging at 250 Pinnacle Park Way Norcross GA 30071 (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor received on **July 12, 2024** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Invitation to Bid (ITB PWUP 24-07).

ARTICLE 2 – COMPENSATION

Contractor will be compensated for Services as set forth in Appendix "B."

ARTICLE 3 – PAYMENTS

Contractor will submit monthly invoices for compensation and expenses by electronic transmission. Payments will be due within 30 days after receipt of invoices and shall be made by electronic funds transfer to the bank account designated in the invoice. Past due amounts will accrue interest at one and one-half percent (1 ½%) per month, without limiting other remedies.

ARTICLE 4 – PERIOD OF SERVICE

The Contractor shall make reasonable efforts to complete its services for the project within the time period set forth in the ITB.

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

The Client may, at any time, make changes in the Scope of Services for the project or in the definition of services to be performed. In the event Client notifies Contractor of its desire to make a change in the Scope of Services that may change the cost of performance, Contractor shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price for the Services.

Equitable adjustments to price and time of performance resulting from a change in Scope of Services will be negotiable and upon mutual Agreement by Client and Contractor. This Agreement will be modified by a written instrument, signed by both Parties, to reflect the changes in Scope of Services, price, and schedule.

Client shall have the right to terminate this agreement with sixty (60) days by written notice for or without cause. In the event of such termination, all sums due to Contractor shall be paid in proportion of the work completed. Contractor shall deliver a work product and confidential information (as defined in Article 15) and any other information or documents in possession of Contractor to the Client within seven (7) days of the termination.

ARTICLE 6 – STANDARD OF CARE

- A. Contractor shall perform the services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Contractor shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of *[the execution of this Agreement, submission to building authorities, or other appropriate date]*. Changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Contractor to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
- B. Following completion of its Services, if the Services provided hereunder do not conform to the applicable Standard of Care, and the same is reported to Contractor by Client in writing promptly after recognition thereof, Contractor shall, at no cost to Client, furnish all remedial services required, to the extent caused by Contractor's negligence therewith as soon as reasonably possible after receipt of such report from Client.

ARTICLE 7 – INDEMNIFICATION

Contractor will, indemnify and hold the Client harmless from, liabilities, costs, expenses (including attorney's fees to the extent recoverable under law) suffered and brought by third-party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission of Contractor, its employees or sub-contractor. No negligence shall be attributed to Contractor based on acts or omissions of Client's contractor or other Contractors.

ARTICLE 8 – LIMITATION OF LIABILITY

Client shall have no liability to the Contractor for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability. The Parties agree that the limitations and exclusions of liability set forth shall not be interpreted as a form of indemnification.

ARTICLE 9 – INSURANCE

- A. During the term of this Agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
 - 1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
 - 2. Employer's liability insurance with a minimum of \$250,000.
 - 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least \$1,000,000 aggregate.
 - 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- B. Contractor shall furnish Client Certificates of Insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

The Contractor shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent, fiduciary or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Worker's Compensation statute or other law and shall not be so construed. This agreement shall not be construed as an agreement for partnership or joint venture.

ARTICLE 11 – PERSONNEL

Contractor agrees that during Contractor's performance of Services hereunder, adequate provision shall be made to staff and retain the Services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Contractor, and Contractor shall remove any personnel not acceptable to Client.

Contractor may remove personnel assigned to the project without Client's prior approval, provided the progress of the Services shall not be unreasonably impaired.

Contractor shall upon execution of this document identify an individual who shall serve as the primary contact for the project and to whom any change orders or requests for services or information shall be forwarded.

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

All materials and information that are the property of Client and all copies or duplications of Services. Contractor may retain one complete set of reproducible copies of all of its Instruments of Service.

ARTICLE 13 – PERMITS AND LICENSES

Contractor represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of Federal, State, or Local governmental authority, are required to maintain to perform the Services.

ARTICLE 14 – ADHERENCE TO LAWS

Contractor shall adhere to Federal, State, and Local laws, rules, regulations, ordinances, and the direction of applicable agencies applicable to performance of the Services hereunder including without limitation, all applicable provisions of Federal, State, and Local law relating to equal employment opportunity and non-discrimination.

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

Client and Contractor agree that any disclosure will be made on the following basis:

- A. Confidential Client information ("Primary Data") disclosed to Contractor which is identified in writing by Client as proprietary to Client shall be: (1) Safeguarded, (2) maintained in confidence, and (3) made available by Contractor only to those of its employees or others who have a need to know and agree to equivalent conditions pertaining to nondisclosures as contained herein.
- B. Upon completion of the project or sooner if Client so requests the Contractor shall return to Client's representative all primary data furnished to the Contractor under this Agreement and shall if requested deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Contractor for use in connection with the project ("Secondary Data")
- C. Contractor shall not use for itself or to disclose to third parties any primary data or secondary data without the prior written consent of Client.

- D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Contractor's association with this project terminates. Those closure obligations shall not apply to any data which:
1. Was known to the Contractor (and previously unrestricted) before disclosure of primary data to Contractor under this Agreement or before generation of secondary data;
 2. Is subsequently acquired by the Contractor from a third party who was not in default of any obligation restricting the disclosure of such information; or
 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this non-disclosure obligation, Contractor may nevertheless draw upon its experience in its future association with other Clients.

ARTICLE 16 – INTENTIONALLY LEFT BLANK

ARTICLE 17 – FORCE MAJEURE

Any delays in or failure of performance by Contractor or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Contractor, as the case may be, including but not limited to, acts of God or the Public Enemy compliance with any other or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of Workman, whether direct or indirect, or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Contractor respectively. If any event of force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

ARTICLE 18 – PROJECT DELAY

If the Contractor's Proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum bases and the Contractor's work on any phase of the services is extended by one or more forced major events or other delays not to the extent caused by negligence of Contractor, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

- A. Client and Contractor understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Towards this end, both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. Any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review on resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and coincides summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each party shall present its version of the facts (support, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument periods. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed purchase orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will within fifteen (15) additional days issue a written non-binding decision on the issue.
- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.
- F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own cost of mediation.

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

- A. All work shall be completed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. Contractor may at its discretion engage subcontractors to perform work hereunder provided Contractor shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.
- C. Contractor agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law. Contractor warrants it is insured for injury to its employees and others working on the project through a worker's compensation policy. Contractor further warrants it maintains a comprehensive liability policy insuring against any damages or claims as a result of the acts of the Contractor or its employees and subcontractors in the amount of one million dollars (\$1,000,000) per occurrence. Contractor shall supply current declaration pages for such insurance at the execution of this Agreement.
- D. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
- E. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.

- F. Contractor warrants all work for a period of twelve (12) months following completion and shall replace and/or repair any faulty or defective work or material including trees and plant materials.
- G. Contractor has familiarized itself with the nature and extent of the Agreement, work, locality, and with all local conditions and Federal, State, and Local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work. Contractor is aware that it must be licensed to do business in the State of Georgia.
- H. No assignment by Contractor of any rights under or interests in the Agreement will be binding on the other Party hereto without the written consent of the Party sought to be bound.

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

Notices and or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Contractor

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: Donald Maxwell

Position: Stormwater Superintendent

Address: 345 Lively Avenue
Norcross, GA 30071

Copy to: Len Housley

Position: Public Works Director

Address: 345 Lively Avenue
Norcross, GA 30071

Either party may, by written notice to the other, change their representative or the address to which such notices, certified certificates, or communications are to be sent.

Any notice or communication required in writing here under shall be given by registered, certified, or first-class mail (postage required), TWX, telex, or telecopy addressed to the party at its address set forth above. Communications by TWX, telex, or telecopy shall be confirmed by depositing a copy on the same day with the US post office for transmission by registered, certified, or first-class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

ARTICLE 24 – MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Contractor here under are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of contractor to client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first written above.

Contractor

By: _____

Title: _____

Client

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Attachment: Pinnacle Park Full Contract - Georgia Stormwater Services (24-7090 : Award of Contract for Pinnacle Park Dredging)

* Please note that appendices A & B are extracted from GEORGIA STORMWATER SERVICES, LLC's proposal.

APPENDIX A – SCOPE OF SERVICES FOR PINNACLE PARK DREDGING

APPENDIX E
ITB PW 24-07
PACKET CHECKLIST

FIRM NAME: Georgia Stormwater Services

PROJECT: City of Norcross ITB PW 24-07

DATE: 7-5-24

Please use this checklist to ensure you have properly completed all forms and requirements.
You must complete and attach this checklist to your bid packet. Failure to do so may you render ineligible for consideration.

X

Packet Checklist (attached to bid package)

X

Two Hard Copies & One Electronic Copy of Bid Package (*including completed appendices and all required forms*)

X

Bid Bond if bid amount is over \$30,000

X

Certificate of Liability Insurance

X

E-Verify Contractor & SAVE Affidavits

X

Reference Form

Mail or deliver to:

ITB PW 24-07 – Pinnacle Park Dredging
 Christabel Ghansah
 City of Norcross – PW Department
 345 Lively Avenue
 Norcross, GA 30071

Attachment: Pinnacle Park Full Contract - Georgia Stormwater Services (24-7090 : Award of Contract for Pinnacle Park Dredging)

APPENDIX B

ITB PW 24-07

BID FORM

This form is mandatory, and must be included in the bid packet:

Project Name: Pinnacle Park Dredging

Contractor Mobilization/Demobilization: \$9,850

Trap Install: \$15,250

Sediment Removal for 1220 qty (estimate): \$79,500

Total Bid: \$104,600
(Sum of above)

Attachment: Pinnacle Park Full Contract - Georgia Stormwater Services (24-7090 : Award of Contract for Pinnacle Park Dredging)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Georgia Stormwater Services, LLC
9075 Brixham Court
Suwanee, GA 30024

OWNER:

(Name, legal status and address)

City of Norcross, Georgia
345 Lively Avenue
Norcross, GA 30071

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024
Mailing Address for Notices
PO Box 71429
Newnan, GA 30271

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

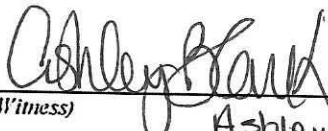
ITB: PW 24-07 Pinnacle Park Dredging

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

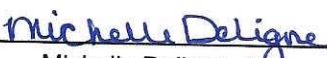
Signed and sealed this 12th day of July, 2024.


(Witness) Ashley Blank

Georgia Stormwater Services, LLC
(Principal) (Seal)

By: 
(Title) Craig Belote, Owner

Great Midwest Insurance Company
(Surety) (Seal)

By: 
(Title) Michelle Deligne, Attorney-in-Fact



Attachment: Pinnacle Park Full Contract - Georgia Stormwater Services (24-7090 : Award of Contract for Pinnacle Park Dredging)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Michelle Deligne**

Surety Bond No: Bid Bond
Principal: Georgia Stormwater Services, LLC
Obligee: City of Norcross, Georgia

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

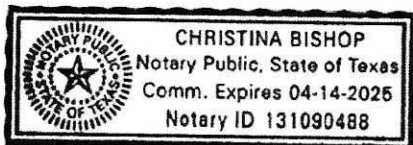


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 12th Day of July, 2024.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Attachment: Pinnacle Park Full Contract - Georgia Stormwater Services (24-7090 : Award of Contract for Pinnacle Park Dredging)



BIDDER INFORMATION

- Name of Firm: Georgia Stormwater Services LLC.
- Located At: 9075 Brixham Court Suwanee GA 30024
- In business since 4/2017 (no DBA or name changes)
- Banking: Bank of America, We grant permission to contract. Statements available upon request.

Experience:

- Similar projects: attached, includes important contracts
- We have never failed a project nor have never failed in allotted time frame.
- General Character of work performed is anything surrounding stormwater management, drainage, repair and dredging.
- How long do you warrant a project? 8 months from completion
- Does your professional liability insurance coverage extend past the completion date and warrant of any project? No

Approach:

1. Implementation plan and timeline: 60-90 days, weather permitting from time of approval date.
2. List your major equipment available for this contract.
 - Hydraulic Dredger
 - 35g excavator
 - Skid steer

Employees:

(All W2 employees, no subcontractors)

1. Craig Belsole – Owner/MS4 Inspector and Project Manager, OSHA confined space certified, Flagger Novice certified
2. Jose Rocha –Employed since 2019. 1A Certified Personnel \ Equipment operator, OSHA confined space certified, Flagger novice certified. 5 years operating heavy field equipment.
3. Felix Vallejo – Employed since 2022 – Dredger Operator. 13 years experience operating dredging equipment.
4. Juvenal S Aguilar - Employed since 2017, 1A Certified Personnel, field technician, Flagger novice certified.
5. Felix Rocha – Employed since 2020, 1A Certified Personnel, field technician, flagger novice certified
6. Jesualdo Vallejo – Employed since 2020, 1A Certified Personnel, field technician, flagger novice certified.
7. Osvaldo Orozco – Employed since 2020, 1A Certified Personnel, field technician, flagger novice certified.

LAKE DREDGING CUSTOMER REFERENCE LIST

Example Photos of Lake Dredging:

<https://photos.app.goo.gl/QM21jR9bJqHVAWkNA>

1. Creekstone Estates – Cumming, GA
2. Pine Lake – Cumming, GA
3. Sugarloaf Country Club - Duluth, GA
4. Sugarloaf Golf Course – Duluth, GA
5. Sterling on the Lake – Flowery Branch, GA
6. The Falls of Autry Mill, Johns Creek, GA

- Sterling on the Lake
- Allison Totten
- atotten@cmacommunities.com
- 770-965-3980

- Sugarloaf Country Club
- Laphanie Banks
- 843-422-6681

- The Falls of Autry Mill
- Nikki Schabert
- nschabert@accessmgt.com
- 770-559-0843

EXAMPLE PROJECTS COMPLETED BY GEORGIA STORMWATER:

Forest Glen HOA – Infrastructure Replacement & Dam Wall Repair

<https://photos.app.goo.gl/eAk8FFTDdUGww859A>

Gwinnett Place Ford Dealership – Outlet Pipe Replacement

<https://photos.app.goo.gl/tH1yfYjZRCyA5oWS6>

Governors Towne Landing HOA – Major Infrastructure Repair

<https://photos.app.goo.gl/DmRfTc9NdekscmTq7>

Deaton Creek HOA – Outfall Pipe Replacement

<https://photos.app.goo.gl/XBUutkMoNVwmgRHm9>

ABF Supply – Major Infrastructure Repair

<https://photos.app.goo.gl/J1vAV7g9mUrYR7N2A>

Montvale HOA – Minor Pipe Repair

<https://photos.app.goo.gl/5szTCQf2Zm5AUhFS6>

Cressell HOA – Retention Pond Compliance Work

<https://photos.app.goo.gl/4HS7buk7AJoLnFix7>

Classic Collision – Retention Pond Compliance Work

<https://photos.app.goo.gl/zeK3M6pfaorAPyAG6>

Boy Scouts of America – Lake Dam Wall Repair

<https://photos.app.goo.gl/mh6LBghqUhSmbGXQ9>

Barrett Chase – Large Scale Retention Pond Compliance Work

<https://photos.app.goo.gl/WLD4V3muo2UpnA6t8>



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
Georgia Stormwater Services LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9075 Brixham Court

6 City, state, and ZIP code
Suwanee GA 30024

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

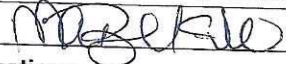
8	2	-	1	7	8	8	7	2	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **5/9/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

References Georgia Stormwater Services LLC

Please provide a list of contact numbers, addresses and a contact person for at least three (3) projects completed (or in progress) having a similar specification and scope of work.

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

Company Name: Sterling on the Lake HOA

Description of Project: Lake Dredging

Completion Date: 5/31/2024

Contact Person: Allison Totten

Telephone: (470) 415-1373 Fax: _____

Email address: atotten@cmacommunities.com

Company Name: Sugarloaf Country Club

Description of Project: Lake Dredging

Completion Date: 12/2/2022

Contact Person: Laphanie Banks

Telephone: 770-823-5854 Fax: _____

Email address: laphanie.banks@cmacommunities.com

Company Name: Creekstone Estates

Description of Project: Lake Dredging

Completion Date: 11/2/2022

Contact Person: Kristi Denoya

Telephone: 770-609-1630 Fax: _____

Email address: kristi.denoya@hms-inc.net



City of Norcross – Public Works

345 Lively Avenue, Norcross GA 30071

Office: 678-421-2069 Fax: 770-255-2335

www.norcrossga.net

Addendum 1 – Q&A Pinnacle Park Dredging ITB PW 24-07

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

- Q. Can you please tell me if this is a hydraulic dredging job or a mechanical excavation?
If hydraulic dredging is allowed, would Geotextile tubes for dewatering be allowed?
- A. Hydraulic dredging and geotextile tubes for dewatering are the preferred methods.

- Q. Can a Contractor licensed in Texas work on this project?
- A. There is no local preference stated in the ITB; however, the Contractor will be expected to have the appropriate licenses and requirements to perform the scope of work in Georgia.

- Q. According to paragraph 2.3.1. we cannot subcontract out the removal of the sediment to a trucking company. We are a dredging company located in Ohio and our trucks are not licensed to work outside the state. Can an amendment be made to allow us to perform the dredging via hydraulic dredge and subcontract out the removal of the material?
- A. No – Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform all aspects of this projects and will not be allowed to sub-contract these items.

- Q. Is this a prevailing Wage Job?
- A. There are no wage requirements attached to this project.

- Q. There are no drawings with the procurement. Are drawings of the body being dredged depicting what areas are to be dredged available?
- A. No will meet on site to show Dredging area

- Q. How deep is the pond?
- A. 4 to 7 FT

- Q. Do you know approximately how deep the sediment to be dredged is?
- A. 4 Foot

- Q. Do you know what the insitu solids are of the material being dredged?
- A. Sandy Material

- Q. Can you please disclose the area proposed for a dewatering area?
A. Opposite side of Pond at Haul road at Sewer easement. Can meet you on site
- Q. When is the last time this was dredged?
A. 2017
- Q. Is water either potable or non-potable available at the site for polymer make up?
A. Non Potable
- Q. Will there be a charge for that water?
A. No
- Q. What are the hours we will be allowed to work Monday through Friday?
A. 7:00 AM to 8:00 PM
- Q. Can you please post or share the details of the sediment trap so we can properly estimate the work and materials involved.
A. Material to be used Type 1 Rip Rap Approximately 1 Truck Load

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledge
Receipt (initial)

Addendum # 1

ITB PW 24-02

CP

☐ No addenda were received:

Acknowledged for:

Georgia Stormwater Services

(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date _____



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 City of Norcross (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, Michael Betsale (representative for) Georgia Stormwater Services LLC
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

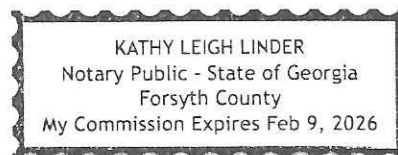
Michael Betsale 7/1/24
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 1 DAY OF July, 20 24

Executed in Savannah (City), Georgia (State)

Kathy Leigh Linder
NOTARY PUBLIC Signature

Feb 9, 2026
My Commission Expires





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 of Norcross 24-07 Date of Project: 7-12-24

Legal Name of Contractor: Georgia Stormwater Services LLC

Address: 9075 Briham Ct City: Swanee State: GA Zip Code: 30024

Federal Work Authorization User Identification Number (E-Verify Number): 2029408 (4-6 digit numeric #)

Date of Authorization: 11-28-22

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

Michael Belsle 7/1/24 Michael Belsle
Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

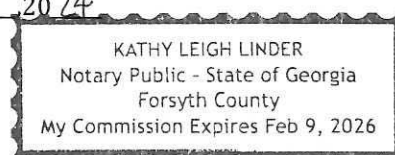
MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 1 DAY OF July, 2024

Executed in Swanee (City), Georgia (State)

Kathy Leigh Linder
NOTARY PUBLIC Signature

Feb 9, 2026
My Commission Expires





E-Verify Subcontractor Affidavit

O.C.G.A. § 13-10-91 (b)(3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with _____ on behalf of 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

NO SUBS (MB)

Name of Subcontractor

Name of Project

Name of Public Employer

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

MB

Signature of Authorized Officer/Agent

7/1/24

Date

MB

Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 1 DAY OF July, 2024

Executed in Suwanee (City), Georgia (State)

Kathy Leigh Linder
NOTARY PUBLIC Signature

Feb 9, 2026
My Commission Expires



Client#: 653668

GEORGSTORM

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/05/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC P. O. BOX 70 300 W. Tenth Street West Point, GA 31833	CONTACT NAME: Paige C Bradfield PHONE (A/C, No, Ext): 706-645-2211 FAX (A/C, No): 706-645-8090 E-MAIL ADDRESS: Paige.Bradfield@MarshMMA.com INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Specialty Underwriters NAIC # 13037 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Georgia Storm Water Services LLC 9075 Brixham Court Suwanee, GA 30024	

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

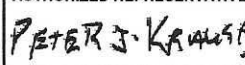
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			CSU0127783	02/25/2024	02/25/2025	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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			CSU0195824	02/25/2024	02/25/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Full Certificate Holder: City of Norcross

CERTIFICATE HOLDER**CANCELLATION**

City of Norcross Pinnacle Park 250 Pinnacle Park Way Norcross, GA 30071	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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2024

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 Tom Houlihan State Farm Agency, Inc. 950 Scales Rd. Suite 101 Suwanee GA 30024		CONTACT NAME: Stephanie Samson PHONE (A/C, No, Ext): 678-541-2015 FAX (A/C, No): E-MAIL ADDRESS: stephanie.samson.frd9@statefarm.com	
INSURED Georgia Stormwater Services, LLC 9075 Brixham Ct Suwanee GA 30024		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: ☐ INSURER C: ☐ INSURER D: ☐ INSURER E: ☐ INSURER F: ☐	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	C76 1989-A30-11 C33 3810-B28-11F D35 5244-E22-11 C47 4701-B28-11I	01/30/2024 02/28/2024 06/03/2024 02/28/2024	01/30/2025 08/28/2024 12/03/2024 08/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Georgia Stormwater Services provides a wide range of services related to both Residential & Commercial storm drain and retention/detention pond maintenance services.

CERTIFICATE HOLDER

CANCELLATION

City of Norcross Pinnacle Park 250 Pinnacle Park Way Norcross GA 30071	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
---	--

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GEORG29

H.8.b

OP ID: GG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2024

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 Cameron & Roberts Ins. Agcy 6893 Main Street P O Box 408 Lithonia, GA 30058-0408 S. Keith Roberts, AAI	770-482-8841	CONTACT NAME: S. Keith Roberts, AAI PHONE (A/C, No, Ext): 770-482-8841 FAX (A/C, No): 770-482-2238 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Georgia Stormwater Services Michal Belsole 9075 Brixham Ct. Suwanee, GA 30024		NAIC #

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
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3686951	01/22/2024	01/22/2025	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

CANCELLATION

CITYN-1 City Of Norcross Pinnacle Park 250 Pinnacle Park Way Norcross, GA 30071	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 <i>Michael M. Davis</i>
---	--

ACORD 25 (2016/03)

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APPENDIX B – COMPENSATION FOR PINNACLE PARK DREDGING

APPENDIX B
ITB PW 24-07
BID FORM

This form is mandatory, and must be included in the bid packet:

Project Name: Pinnacle Park Dredging

Contractor Mobilization/Demobilization: \$9,850

Trap Install: \$15,250

Sediment Removal for 1220 qty (estimate): \$79,500

Total Bid: \$104,600
(Sum of above)

Attachment: Pinnacle Park Full Contract - Georgia Stormwater Services (24-7090 : Award of Contract for Pinnacle Park Dredging)



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

H.8.c

Bid Tabulation
Pinnacle Park Dredging – ITB PW 24-07
July 12, 2024, at 11:05 AM
345 Lively Avenue, Norcross, GA 30071

Company Name	Bid Amount
Zulu Marine Services	\$179,899.00
Georgia Stormwater Services	\$104,600.00
HK Dredging	\$221,314.76
Riversand	\$264,025.00

Attachment: ITB PWUP 24-07 Bid Tabulation (24-7090 : Award of Contract for Pinnacle Park Dredging)

Award will be made to the **most responsive and responsible lowest bidder**. Awards will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with specification guidelines, show evidence of experience and qualifications, and provide proof that they are qualified to carry out the scope of work.



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

City of Norcross

Legislation Details (With Details)

File #:	24-7091	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Gravel Pave Parking at Phase 2 Property \(Britt Street below Community Center\)](#)
2. [Permit Drawings](#)

Title

Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)

Drafter

Jim Eyre



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Downtown Development Authority of the City of Norcross ("DDA")

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24-7091

Title: Gravel Pave Parking at Phase 2 Property (Britt Street below Community Center)

CC: Eric Johnson, City Manager

Recommendation

The DDA would propose entering into an IGA with the City to install approximately 42 gravel surface pervious parking spaces on the Phase 2 property fronting Britt Street below the Community Center.

Background

These parking spaces would help with the activation of the Community Center, Lionheart Theater and the Truck & Tap property and provide overflow parking during peak hours for Lillian Webb Park. The structured gravel parking area would also be available for any number of City sponsored events in Lillian Webb Park that require additional parking. The DDA would manage the parking if there is a need for paid parking during certain hours.

Financial Impact:

The estimated total cost of the Project is \$325,000 (\$7,500/space). The DDA has contributed design and permit costs and managed the permitting of the Project. The permit is approved and the Project is "shovel ready". The City will fund the balance of the Project and manage construction. Assuming a timely approval of the IGA, this Project could be complete and parking available in the 1st quarter 2025.

Consistent with Comprehensive Plan?

4. Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Attachments

- Permit drawings



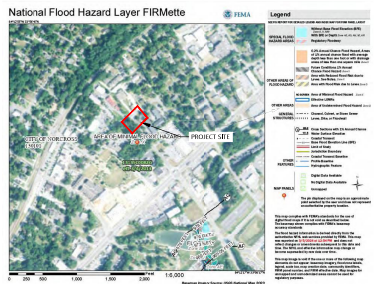
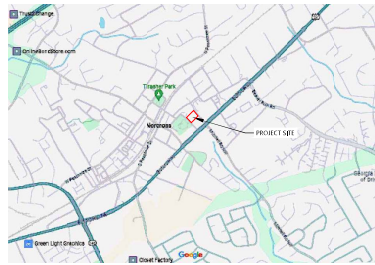
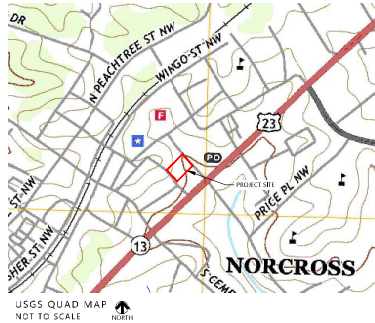
Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Next Steps Next Steps:

1. City and DDA execute a mutually acceptable IGA to document the terms of the Agreement.
2. City publish a Request for Proposal and select a qualified contractor for the completion of the work.
3. City complete the construction of the Britt Street parking lot.

Update

BRITT AVENUE OVERFLOW PARKING SITE DEVELOPMENT PLANS



FEMA FIRM PANEL
THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD
AREA PER FIRM PANEL 1315C00876 DATED 3/4/2013.



Robert W. Barclift
Level II Certified Design Professional
CERTIFICATION NUMBER: 000008289
ISSUED: 10/09/2022 EXPIRES: 10/09/2025

PROJECT INFO

ADDRESS
NOT YET ASSIGNED
BRITT AVENUE NW
NORCROSS, GA 30071
PARCEL ID: 6243 001 & 6243 001A
LOCATION
GWINNETT COUNTY
LAND LOT 243, 6th DISTRICT
JURISDICTION
CITY OF NORCROSS
ZONING
HX
PARTIALLY NATIONAL HISTORIC DISTRICT
VARIANCE 24-6935
SITE AREA
1.065 AC
DISTURBED AREA
0.7 AC

PROJECT CONTACTS

CIVIL ENGINEER
BARCLIFT CONSULTING
ROBERT BARCLIFT, PE
ROBERT@BARCLIFTCONSULTING.COM
404.771.0920
1227 WYLLIE STREET SOUTHEAST
ATLANTA, GA 30317

OWNER/DEVELOPER
CITY OF NORCROSS DDA
JIM EYRE
JAMESAEYRE@GMAIL.COM
770.856.3211

CONTRACTOR
TBD

SURVEY
GASKINS LECRAW (FKA LECRAW)
678.546.8100

PRIMARY PERMITTEE
CITY OF NORCROSS DDA
JIM EYRE
JAMESAEYRE@GMAIL.COM
770.856.3211

24 HOUR CONTACT
JIM EYRE
JAMESAEYRE@GMAIL.COM
770.856.3211

All requirements of the City of Norcross Development Regulations relative to the preparation and submission of a development permit application having been fulfilled, and said application and all supporting plans and data having been reviewed and approved by all affected City Departments as required under their respective and applicable regulations, approval is hereby granted of this Site Plan and all other development plans associated with this project subject to all further provisions of said Development and other City Regulations.

Director
Department of Community Development

THIS CERTIFICATE EXPIRES TWELVE MONTHS FROM THE DATE OF APPROVAL UNLESS A DEVELOPMENT PERMIT IS ISSUED.

SHEET INDEX

NUMBER	TITLE
C0.0	COVER SHEET
C0.1	VARIANCE APPROVAL LETTER
2 OF 2	SURVEY (BY OTHERS)
C1.0	DEMO PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN
C3.1	PIPE INFORMATION
C4.0A	EROSION CONTROL NOTES
C4.0B	EROSION CONTROL NOTES
C4.0C	EROSION CONTROL NOTES
C4.0D	EROSION CONTROL NOTES
C4.1	EROSION CONTROL PLAN - PH1
C4.2	EROSION CONTROL PLAN - PH2
C4.3	EROSION CONTROL PLAN - PH3
C4.4	EROSION CONTROL DETAILS
C4.5	EROSION CONTROL DETAILS
C5.0	CONSTRUCTION DETAILS
L1	TREE PLAN
L2	PLANTING DETAILS
T1	TREE SURVEY (BY OTHERS)

REVISION SUMMARY

REVISION A (5/1/24) - C0.0, C0.1 (NEW), C2.0 C4.0A - C4.0C, L1, L2 (NEW)
ADDRESS CITY COMMENTS:
PROVIDE 24 HOUR CONTACT INFO
PROVIDE VARIANCE INFO
PROVIDE STREETSCAPE PLANTINGS AND ASSOCIATED DETAILS

PROJECT SUMMARY

THESE PLANS HAVE BEEN PREPARED TO PERMIT AND CONSTRUCT A TEMPORARY OVERFLOW PARKING LOT FOR THE CITY OF NORCROSS. THE PARKING LOT IS CONSIDERED TEMPORARY AS THE DDA ANTICIPATES REDEVELOPMENT TO OCCUR WITHIN THE NEXT ± 5 YEARS. THE PARKING LOT WILL CONSIST OF A PAVED APRON AND ENTRANCE. THE MAJORITY OF THE PARKING LOT WILL BE CONSTRUCTED OF A PROPRIETARY, PERMEABLE GRAVEL SYSTEM. NO STRUCTURES/BUILDINGS ARE PROPOSED. THE PROPOSED SITE WORK INCLUDES CLEARING AND GRADING, TEMPORARY AND PERMANENT EROSION CONTROL MEASURES, PAVING, AND MINOR STORM CONVEYANCE. A STREAM EXISTS ON THE PROJECT SITE. THERE ARE NO PROPOSED IMPACTS TO THE STREAM OR BUFFERS (CITY OR STATE BUFFERS).

APPROVED VARIANCE (24-6935) TO PROVIDE RELIEF FROM PARKING LOT LANDSCAPE REQUIREMENTS AND TO PERMIT GRAVEL PAVING.

NOTES

- THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING THE REPRODUCTION PROCESS. THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BARCLIFT CONSULTING, LLC SHALL BE WITHOUT LIABILITY TO BARCLIFT CONSULTING, LLC.
- IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR HELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.
- THE APPROVAL OF THESE PLANS AND THE ISSUANCE OF THIS LAND DISTURBANCE PERMIT DOES NOT INDICATE THAT ALL OTHER LEGAL AND PERMITTING REQUIREMENTS FOR THIS DEVELOPMENT HAVE BEEN MET. THE ONUS IS ON THE OWNER/DEVELOPER/BUILDER TO DISCOVER WHAT ADDITIONAL PERMITTING OR APPROVALS MAY BE NECESSARY TO OPERATE IN AN APPROPRIATE AND LEGAL MANNER. PLAN APPROVAL OR PERMIT ISSUANCE DOES NOT ABSOLVE THE APPLICANT FROM COMPLYING WITH ALL APPLICABLE LAWS, STANDARDS, OR OTHER PERMITS WHICH MAY BE REQUIRED FOR THIS PROJECT.

CITY OF NORCROSS GENERAL NOTES

- A SEPARATE BUILDING PERMIT SHALL BE OBTAINED FOR ALL RETAINING WALLS GREATER THAN 4' IN HEIGHT AND ALL RETAINING WALLS USED AS A DAM PRIOR TO THE CONSTRUCTION OF THE WALLS.
- NO SIGNAGE IS PROPOSED AT THIS TIME. APPROPRIATE SIGN PERMITS ARE TO BE OBTAINED AT A LATER DATE.
- NO DRIVE-UP WINDOWS ARE TO BE INSTALLED.
- 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.
- SIDEWALKS SHALL BE LOCATED 2 FEET FROM THE BACK OF CURB* AND SHALL BE CONSTRUCTED OF CONCRETE A MINIMUM WIDTH MATCHING EXISTING SIDEWALK AND 4" THICK. SIDEWALKS SHALL BE CONSTRUCTED WITH A CROSS SLOPE OF .25 IN/FT. CONCRETE SHALL BE CLASS "B" AND HAVE A STRENGTH OF 2200 PSI AT 28 DAYS. (D.R. 900-90.2.E, OR 900-90.3.A-F)
- * 2' FROM BACK OF CURB EXCEPTION: IN CONSERVATION SUBDIVISIONS AND DEVELOPMENTS IN WHICH STREET TREES ARE REQUIRED SIDEWALKS SHALL BE LOCATED AT LEAST 6' FROM BACK OF CURB (B.O.C.)
- PARKING LOTS SHALL BE MAINTAINED IN GOOD CONDITION, FREE OF POTHOLES, WEEDS, DUST, TRASH, AND DEBRIS. (PER Z.R. SEC. 115-151-3)

CITY OF NORCROSS ENGINEERING NOTES

- NOTIFY THE FOLLOWING AGENCIES 24 HOURS IN ADVANCE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION:
A. CITY OF NORCROSS INSPECTOR - STORM WATER, EROSION CONTROL, ETC. (678-421-2032)
B. GWINNETT COUNTY WATER POLLUTION CONTROL - SEWER LINES (678-518-6150)
C. GWINNETT COUNTY WATER - WATER LINES (678-518-6150)
D. GWINNETT COUNTY FIRE - FIRE CODES (678-518-6129)
E. GWINNETT COUNTY ENVIRONMENTAL HEALTH - SEPTIC TANKS (770-963-5132)
F. GEORGIA D.O.T. - STATE HIGHWAY IMPROVEMENTS (770-339-2310)
* STRUCK THROUGH IF NOT APPLICABLE TO THIS PROJECT.
- CITY OF NORCROSS ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED PLAN. THE CITY OF NORCROSS DOES NOT ASSUME THE RESPONSIBILITY FOR THE MAINTENANCE OF PIPES IN DRAINAGE EASEMENTS BEYOND THE CITY RIGHT-OF-WAY.
- STRUCTURES ARE NOT ALLOWED IN DRAINAGE EASEMENTS.
- MAXIMUM CUT OR FILL SLOPES IS 2H:1V.
- DETENTION POND, DETENTION OUTLET STRUCTURES AND TEMPORARY SEDIMENT POND FEATURES ARE TO BE CONSTRUCTED AND FULLY OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING.

BARCLIFT CONSULTING Civil Engineering Site Planning 404.771.0920 robert@barcliftconsulting.com barcliftconsulting.com	DOWNTOWN DEVELOPMENT AUTHORITY CITY OF NORCROSS	COVER SHEET BRITT AVENUE OVERFLOW PARKING BRITT AVENUE NORTHWEST CITY OF NORCROSS, GEORGIA 30071 PIN 6243 001 & 6243 001A GWINNETT COUNTY	A 5/1/24 REVISION
C0.0			Sheet Number

Attachment: Permit Drawings (24-7091 : Gravel Pave Parking at Phase 2 Property (Britt Street Below

From: notifications@eplansolution.com <notifications@eplansolution.com>
Sent: Monday, May 13, 2024 7:42 AM
Subject: [norcrossga:LDP2024-004] User Meza, Sabrina has posted a comment

Britt Ave Overflow Parking [LDP2024-004], User Meza, Sabrina has posted a comment:

Robert, plans have been approved the last thing we need for issuance of permit is GC paperwork or the Business License to the company who will be completing the work.

Project URL: <https://norcrossga.eps.tech/norcrossga/projects/view.html?projectId=LDP2024-004>

Mayor Craig Newton • Mayor Pro Tem: Bruce Gandy • Councilmembers: Andrew Henson • Councilmembers: Josh Barr
Councilmembers: Matt Myers • Councilmembers: Marshall Creek • City Manager: Eric Johnson • City Clerk: Monique Phipps

February 23, 2024

Mr. Jim Eyre
Economic Development Department, City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

RE: ZBA2023-005 0 Britt Road

Dear Mr. Eyre,

Your application, ZBA 2023-005, request exemption from design standards on materials and lighting, has been reviewed by the City of Norcross Planning Staff, and heard by the Zoning Board of Appeals on February 22, 2024. After careful review and consideration, your application was approved.

Compliance with the UDO shall be shown when submitting construction documents as part of the building permit process. If you have any questions, please contact our office at 678-421-2027.

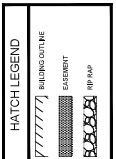
Sincerely,

Kallie Littlefield, Sr. Planner
City of Norcross

65 Lawrenceville Street, Norcross, Georgia 30071 • www.norcrossga.net
City Hall (770) 448-6122 • Fax (770) 242-0824 • Police Department (770) 448-3111 • Fax (678) 826-6782

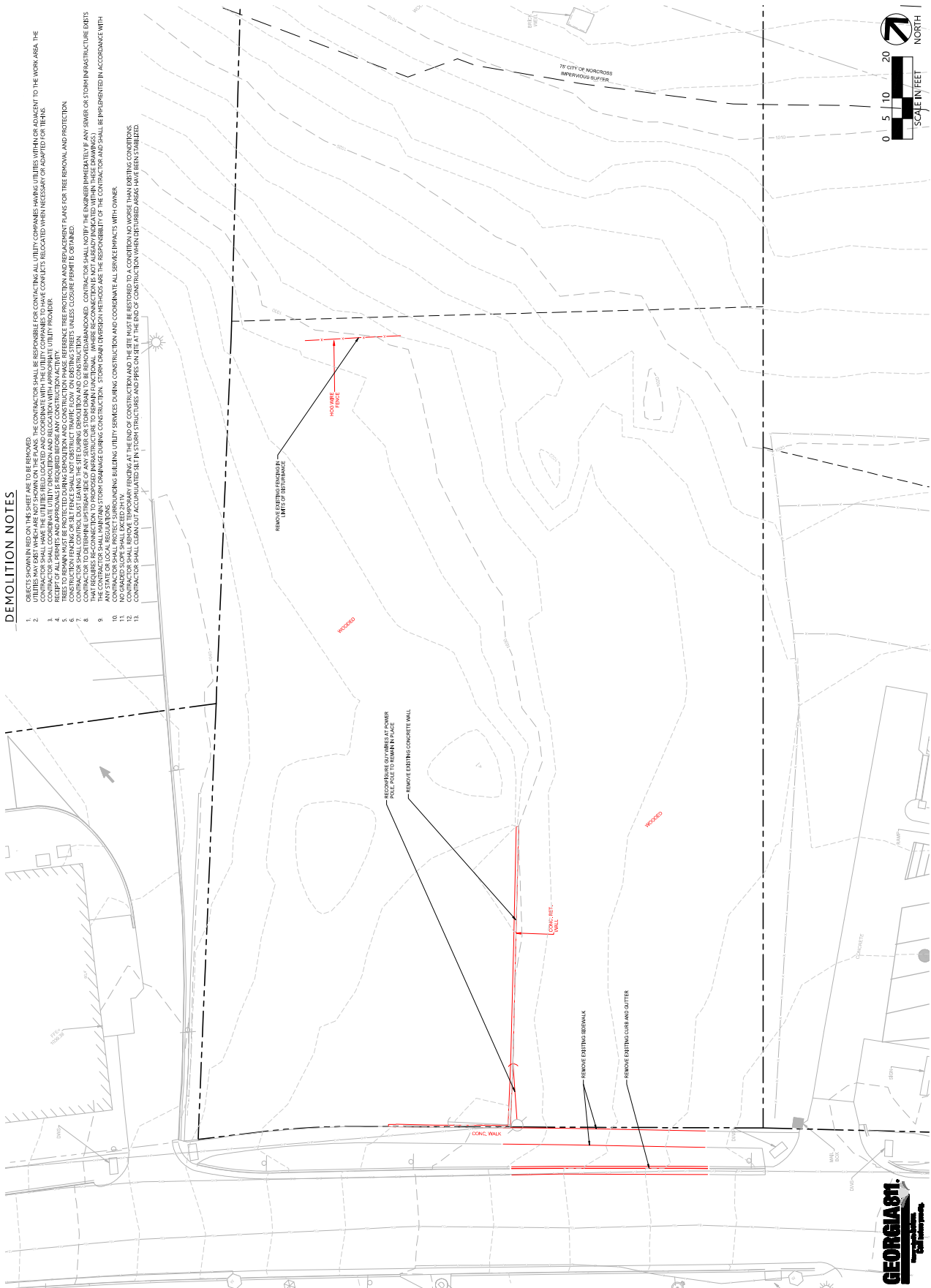
BARCLIFT CONSULTING Civil Engineering Site Planning 404.771.0920 robert@barcliftconsulting.com barcliftconsulting.com	
DOWNTOWN DEVELOPMENT AUTHORITY CITY OF NORCROSS	
VARIANCE APPROVAL LETTER	BRITT AVENUE OVERFLOW PARKING BRITT AVENUE NORTHWEST CITY OF NORCROSS, GEORGIA 30071 PIN 6243 001 & 6243 001A GWINNETT COUNTY
A 5/7/24 REVISION	
C0.1 Sheet Number	

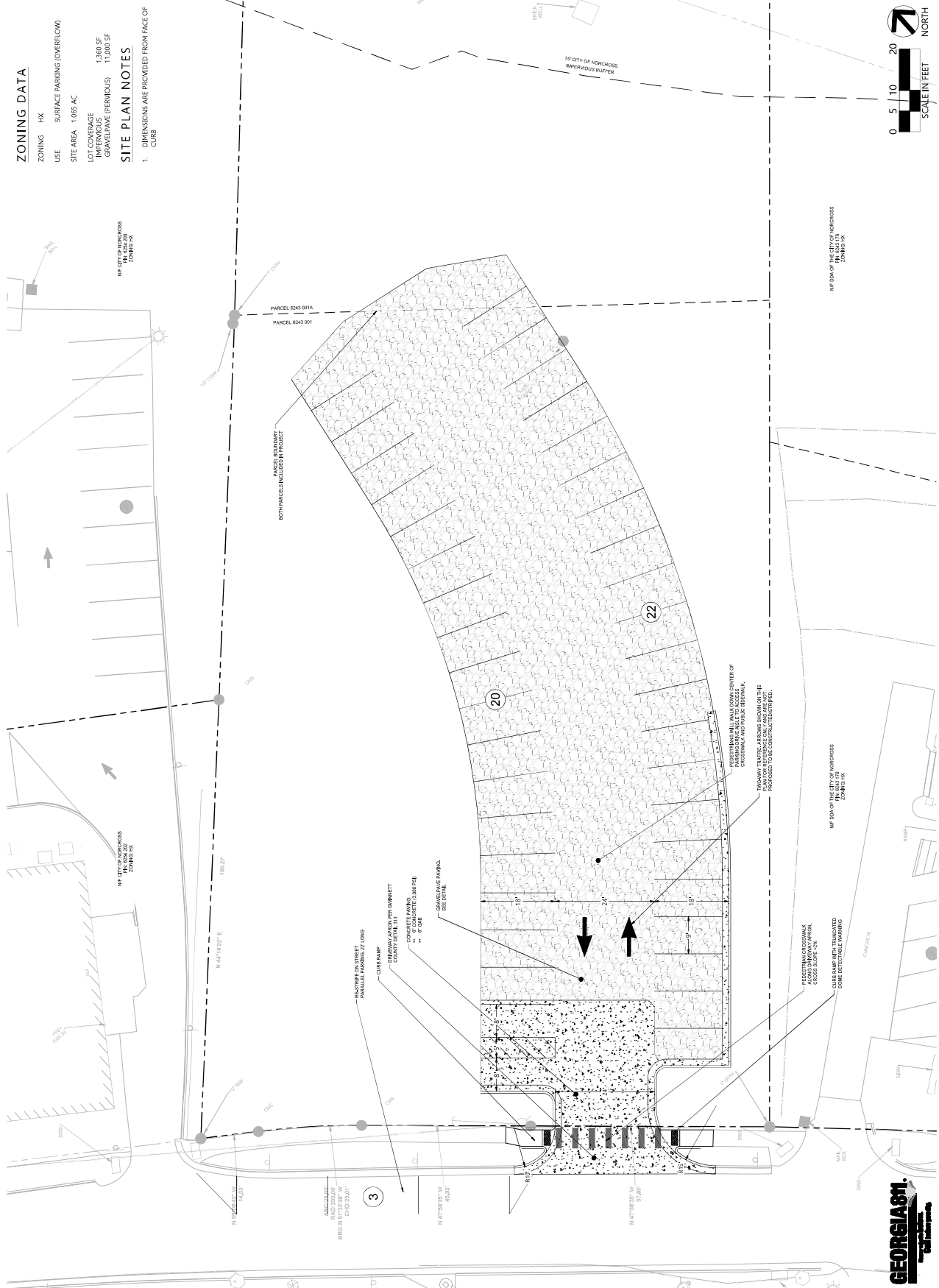
Attachment: Permit Drawings (24-7091 : Gravel Pave Parking at Phase 2 Property (Britt Street Below



DEMOLITION NOTES

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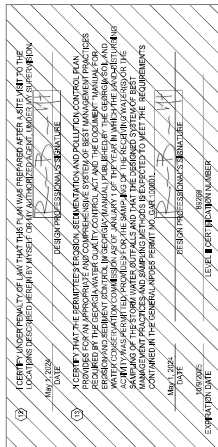






Part IV. EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN

A SITE-SPECIFIC EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN (PLAN) SHALL BE DESIGNED, INSTALLED AND MAINTAINED FOR THE ENTIRE CONSTRUCTION ACTIVITY COVERED BY THIS PERMIT. THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN MUST BE PREPARED BY A DESIGN PROFESSIONAL, AS DEFINED BY THIS PERMIT. ALL PERSONS INVOLVED IN PLAN PREPARATION SHALL HAVE COMPLETED THE APPROPRIATE CERTIFICATION COURSE. PURSUANT TO O.G.C. 12-219 (b), APPROVED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION, THE DESIGN PROFESSIONAL PREPARING THE PLAN MUST INCLUDE AND SIGN THE



THE PLAN SHALL INCLUDE, AS A MINIMUM, BEST MANAGEMENT PRACTICES, INCLUDING SOUND CONSERVATION AND ENGINEERING PRACTICES TO PREVENT AND MINIMIZE EROSION AND RESULTANT SEDIMENTATION, WHICH ARE CONSISTENT WITH, AND NO LESS STRINGENT THAN, THOSE PRACTICES CONTAINED IN THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED AND O.C.G.A. 12-1-6, AS WELL AS THE FOLLOWING:

[illegible]

- [illegible]

THE PLAN MAY BE SUBMITTED TO THE APPROPRIATE EPD DISTRICT OFFICE AS A PORTABLE DOCUMENT FORMAT (PDF) FILE ON CD-ROM OR OTHER STORAGE DEVICE.

c. for all projects where the construction activity as indicated on the existing NOI has changed. The amended plans must be submitted in accordance with Part IV.a.4.2. In addition, the permittee must file a change of information NOI in accordance with Part II.

- [illegible]

SIGNATURE AND PLAN REVIEW

- THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN SHALL BE SIGNED IN ACCORDANCE WITH PART IV, AND BE RETURNED TO THE SITE OR, IF NOT POSSIBLE, AT A REASONABLY ACCESSIBLE LOCATION, WHICH GENERATES THE STORM WATER DISCHARGE IN ACCORDANCE WITH PART IV, OF THE PERMIT.

YOU MAY NOTIFY THE PRIMARY PERMITTEE AT ANY TIME THAT THE PLAN DOES NOT MEET ONE OR MORE OF THE MINIMUM REQUIREMENTS OF THIS PART. WITHIN SEVEN (7) DAYS OF SUCH NOTIFICATION, THE PRIMARY PERMITTEE SHALL MAKE THE REQUIRED CHANGES TO THE PLAN AND SHALL SUBMIT TO EPO EITHER THE AMENDED PLAN OR A WRITTEN NOTIFICATION THAT THE REQUESTED CHANGES HAVE BEEN MADE.

KEEPING PLANS CURRENT.

PRIMARY PERMITEE(S) SHALL AMEND THEIR PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT (I.E., THOSE BMPs WHERE THE DESIGN IS BASED UPON RAINFALL INTENSITY, DETENTION AND RETURN FREQUENCY OF STORMS) OR IF THE PLAN PROVES TO BE INEFFECTIVE IN MINIMIZING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES IDENTIFIED UNDER PART 1. AMENDMENTS TO THE PLAN MUST BE CERTIFIED BY A DESIGN PROFESSIONAL AS PROVIDED IN PERMIT.

CONTENTS OF PLAN.

EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN SHALL INCLUDE, AS A MINIMUM, BEST MANAGEMENT PRACTICES, INCLUDING SOIL CONSERVATION AND ENGINEERING PRACTICES TO PREVENT AND MINIMIZE EROSION AND RESULTANT SEDIMENTATION, WHICH ARE CONSISTENT WITH, BUT NO LESS STRINGENT THAN, THOSE PRACTICES CONTAINED IN THE "MANUAL FOR EROSION AND SEDIMENTATION CONTROL," (MANUAL), PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, AS WELL AS THE FOLLOWING:

- [illegible]

A. DEADLINES FOR PLAN PREPARATION AND COMPLIANCE

- EXCEPT AS SET FORTH IN PART IV.A.2, AND PART IV.A.3, THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN SHALL BE COMPLETED, PRIOR TO SUBMITTING THE NOI AND PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY BY ANY PERMITTEE.
- FOR CONSTRUCTION ACTIVITIES THAT BEGIN ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT FOR CONSTRUCTION ACTIVITIES THAT BEGIN ON OR AFTER THE EFFECTIVE PERMIT, THE PERMITTEES SHALL CONTINUE TO OPERATE UNDER THE EXISTING PLAN.
- FOR CONSTRUCTION ACTIVITIES THAT BEGIN AFTER THE EFFECTIVE DATE OF THIS PERMIT, THE PRIMARY PERMITTEE SHALL BE REQUIRED TO PREPARE THE PLAN FOR THAT PHASE OF THE STANDARD PERMIT. THE PERMITTEE SHALL SUBMIT THE PLAN TO THE AGENCY FOR REVIEW AND APPROVAL. THE PERMITTEES SHALL IMPLEMENT THE PLAN ON OR BEFORE THE DAY CONSTRUCTION ACTIVITIES BEGIN.
- ADDITIONAL PLAN SUBMITTALS.

- ADDITIONAL PLAN SUBMITTALS.

- [illegible]

3. EROSION AND SEDIMENT CONTROLS.

[illegible]

(a). WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER OR OTHER ADVERSE WEATHER CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.

(b). WHERE CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 21 DAYS OF WHEN ACTIVITIES CEASED, (E.G., THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 21 DAYS) THEN STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASED.

(c) STRUCTURAL PRACTICES. A DESCRIPTION OF STRUCTURAL PRACTICES TO DIRECT FLOWS OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE TO THE DEGREE ATTAINABLE, SUCH AS PRACTICES MAY INCLUDE SILT FENCES, EARTH CLOSURES, DRAINAGE SWALES, SEAMING TRAPS, CHECK DAMS, SUBSURFACE DRAINS, PIPE SLOPE DRAINS, LEAK SPREADERS, STORAGE DAMS, PALM PROTECTION ROCK OUTLET PROTECTION, KENT OAKED SOIL, RETAINING WALLS, AND OTHER STRUCTURAL PRACTICES THAT CAN BE USED TO PREVENT OR MINIMIZE POLLUTION. THESE DEVICES MAY BE SUBJECT TO SECTION 404 OF THE CWA.

[illegible]

WHEN DISCHARGING FROM SEDIMENT BASINS AND TROUGHWAYS, PERMITS ARE REQUIRED TO OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE UNLESS INFEASIBLE. IF OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE ARE INFEASIBLE, AN OUTLET STRUCTURE THAT WITHDRAWS WATER FROM AN UNDERGROUND SOURCE MUST BE USED. ALL OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE ARE TEMPORARY PERMITS AND MUST BE REMOVED PRIOR TO SUBMITTING A NOTICE OF TERMINATION FOR CONSTRUCTION ACTIVITIES WHERE THE VOLUME WAS SUBMITTED PRIOR TO JANUARY 1, 2014. THIS REQUIREMENT OF THE PERMIT IS NOT APPLICABLE.

(4) ALTERNATIVE BMPs. THE USE OF ALTERNATIVE BMPs WHOSE PERFORMANCE HAS BEEN DETERMINED TO BE EQUIVALENT OR SUPERIOR TO CONVENTIONAL BMPs AS CERTIFIED BY A QUALIFIED PROFESSIONAL ENGINEER OR A QUALIFIED PROFESSIONAL GEOTECHNICAL SOIL AND WATER CONSERVATION COMMISSION.

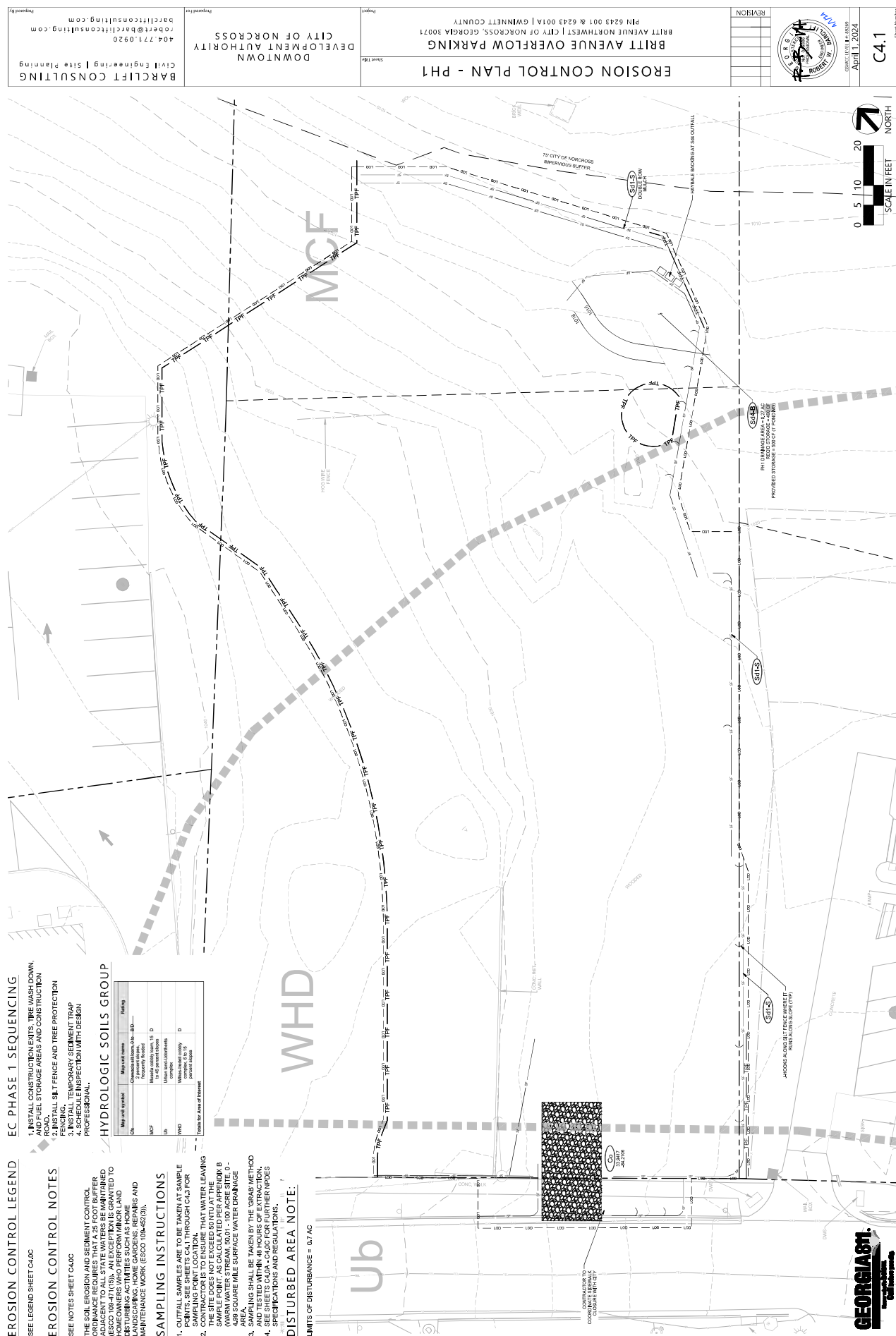
STORM WATER MANAGEMENT. A DESCRIPTION OF MEASURES THAT WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORM WATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED. STRUCTURAL MEASURES INCLUDE THE INSTALLATION OF SODIUM POLYACRYLAMIDE (SPAM) OR OTHER POLYMER TREATMENT OF THESE DISCHARGES WILL BE SUBJECT TO SECTION 404 OF THE CWA. THE PERMIT ONLY ADDRESSES THE INSTALLATION OF STORM WATER MANAGEMENT MEASURES, NOT THE ULTIMATE OPERATION AND MAINTENANCE OF THESE MEASURES. THE MEASURES DESCRIBED HEREIN ARE ONLY COMPLETED FOR THE SITE HAS UNDERGONE FINAL SITE/UTLIZATION. OPERATORS ARE ONLY RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF STORM WATER MANAGEMENT MEASURES AFTER STORM WATER MANAGEMENT MEASURES ARE COMPLETED AND CONSTRUCTION ACTIVITY HAVE BEEN ELIMINATED FROM THE SITE.

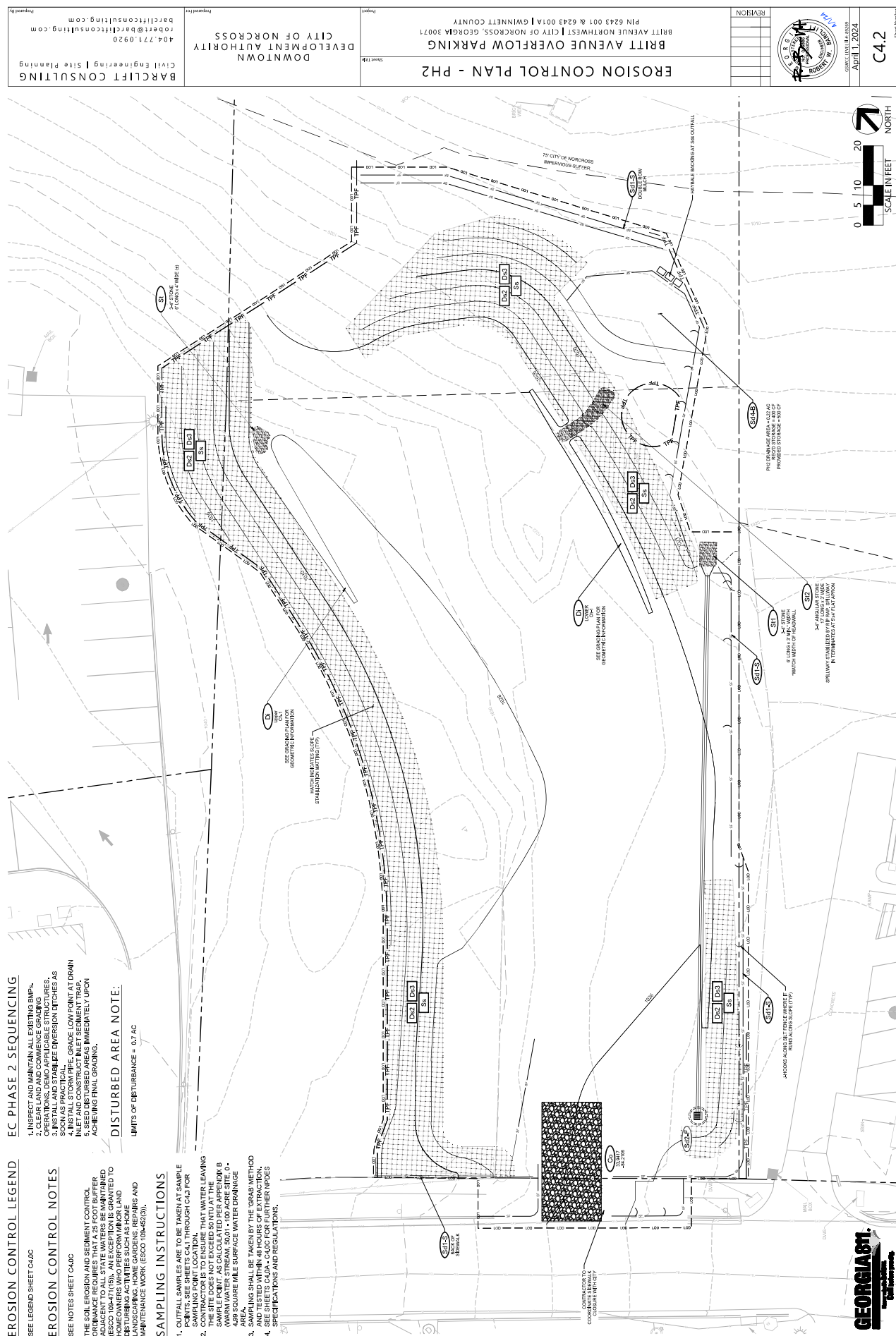
- (1). SUCH PRACTICES MAY INCLUDE: STORM-WATER DRAINAGE STRUCTURES (USING OF TYPICAL) STORM-WATER RETENTION STRUCTURES (FLOW ATTENUATION BY USING OPEN VEGETATED SWALES AND NATURAL DEPRESSIONS/INfiltrATION OF RUNOFF ON-SITE); STORM-WATER STORAGE (USING OF TYPICAL) STORAGE STRUCTURES (USING OF TYPICAL); AND AN EXPANSION OF THE TECHNICAL BASIS USED TO SELECT THE PRACTICES TO CONTROL POLLUTION WHEN FLOWS EXCEED PRE-DESIGNED LEVELS.
- (2). WHERE CITY/DEVELOPMENT DESIGNERS SHALL BE PLACED AT DISADVANTAGE LOCATIONS AND ALONG THE LENGTH OF ANY OUTFALL CHANNEL FOR THE PURPOSE OF PROVIDING A NON-EMERGING VOLUME OF FLOW FROM THE STRUCTURE TO A WATER COURSE SO THAT THE NATURAL PHYSICAL AND BIOLOGICAL CHARACTERISTICS AND FUNCTIONS ARE MAINTAINED TO BE AS NEAR AS POSSIBLE TO THE CHARACTERISTICS AND FUNCTIONS OF THE RECEIVING WATERWAY.

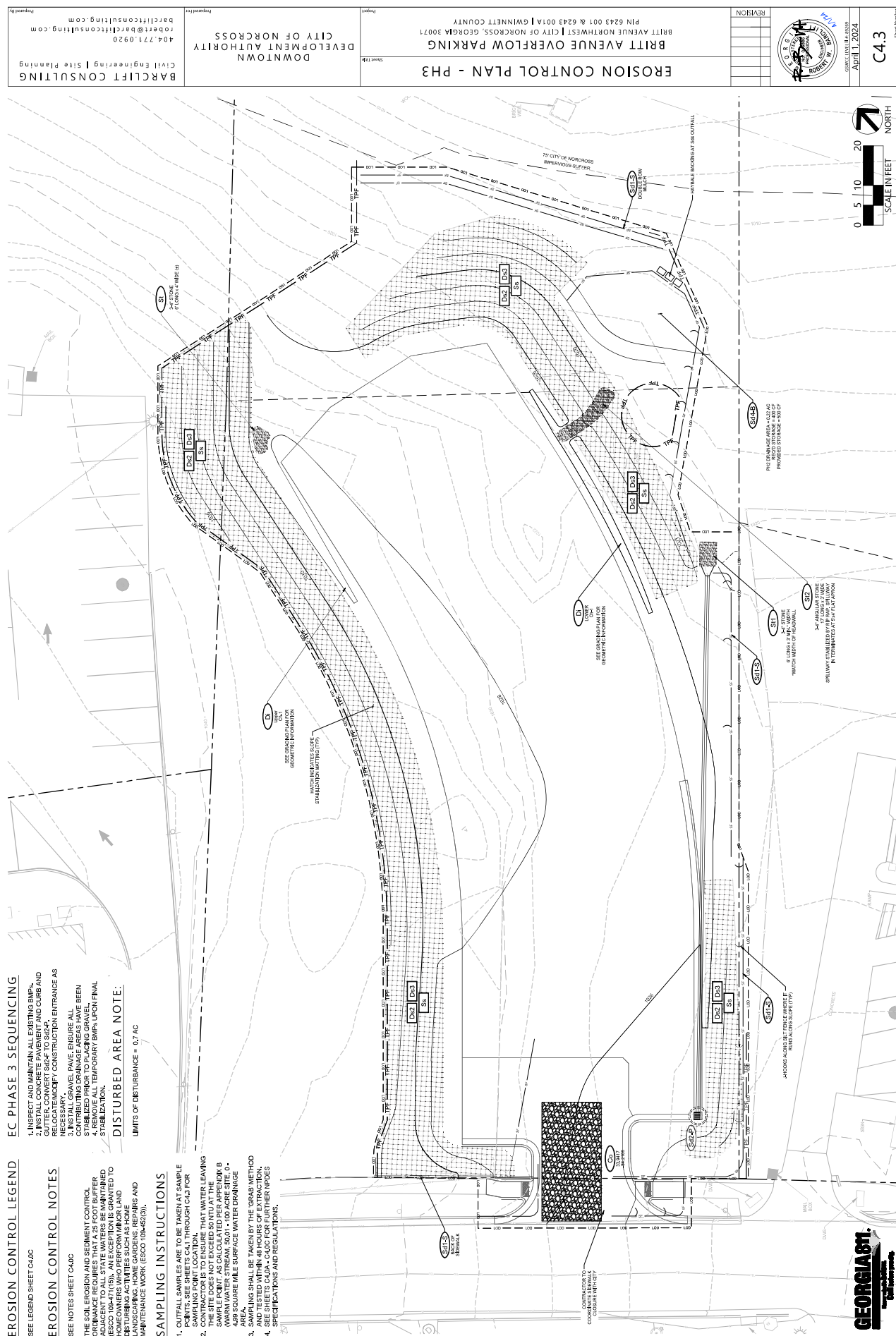
3. **INSTALLATION AND USE OF GREEN INFRASTRUCTURE APPROACHES AND PRACTICES TO MINIMIZE NON-POINT SOURCE WATER POLLUTION.** Techniques that can be implemented include: (1) **INFLTRATION:** EVAPOTRANSPIRATION OR RESIZED WITH SIGNIFICANT UTILIZATION OF SOILS AND VEGETATION RATHER THAN TRADITIONAL HARDCORE COLLECTION, CONVEYANCE AND STORAGE STRUCTURES ARE ENCOURAGED TO THE MAXIMUM EXTENT PRACTICABLE. ROADS, DRIVEWAYS, SIDEWALKS, AND PARKING AREAS SHOULD BE DESIGNED TO PERMIT INFILTRATION OF RAIN WATER. (2) **VEGETATION:** VEGETATED SWALES INSTEAD OF CURBS AND GUTTERS, GREEN ROOFS, TREE BOXES, RAIN GARDENS, CONSTRUCTED WETLANDS, INFILTRATION PLANTERS, VEGETATED MEDIAN STRIPS, PROTECTION AND ENHANCEMENT OF RIPARIAN BUFFERS AND FLOODPLAINS, AND THE

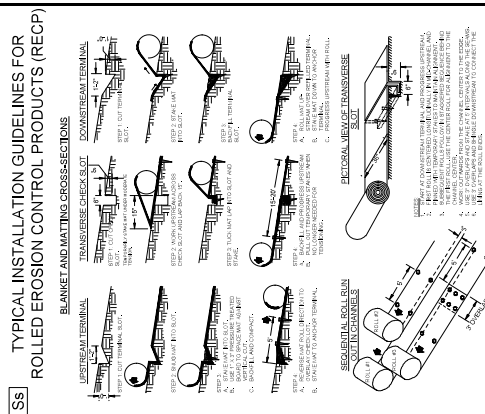
OVERALL REDUCTION IN SITE UPGRADE AND IMPERVIOUS AREA, DESIGN INFORMATION ON GREEN INFRASTRUCTURE PRACTICES AND OTHER WAYS TO MANAGE STORM WATER CAN BE FOUND IN THE GEORGIA STORMWATER MANAGEMENT MANUAL (WWW.GEORGIASTORMWATER.MANUAL.COM) AND THE GEORGIA GREEN GROWTH GUIDELINES (WWW.COASTALGADNR.ORG/GREENGUIDE). ADDITIONAL INFORMATION ON GREEN INFRASTRUCTURE CAN BE FOUND AT WWW.EPA.GOV/INFRASTRUCTURE/ AND WWW.GEORGIASTORMWATER.MANUAL.COM/INDEX.CFM.

		CIVIL ENGINEER May 1, 2024 CIVIL ENGINEER May 1, 2024		Sheet Number C4-0A
EROSION CONTROL NOTES		BRITT AVENUE OVERFLOW PARKING BRITT AVENUE NORTHWEST CITY OF NORCROSS, GEORGIA 30071 PIN 6243 001 & 6243 001A GWINNETT COUNTY		Project:
Sheet Title:		DOWNTOWN CITY OF NORCROSS DEVELOPMENT AUTHORITY		Projected to:
BARCLIFT CONSULTING Civil Engineering Site Planning		404 771-0920 robert@barcliftconsulting.com barcliftconsulting.com		Transmittal:









SLOPE STABILIZATION (Ss)

MATERIAL	DEPTH
DRY STRAW OR HAY	2" TO 4"
WOOD WASTE (SAWDUST, BARK, CHIPS)	2" TO 3"
CUTBARK, T (SLOW CURING)	1200 GAL./ACRE (14 GAL./SQ.YD.)
BLACK POLYETHYLENE FILM	COMPLETELY COVER AREA, HOLD IN PLACE WITH SOIL ON OUTER EDGE

D\$1 MULCHING

FERTILIZER REQUIREMENTS FOR PERMANENT TURFGRASS				
TYPE OF TURFGRASS	SEASON	1ST YEAR	2ND YEAR	3RD YEAR
COOL SEASON	1ST YEAR	10-10-10	10-10-10	10-10-10
COOL SEASON	2ND YEAR	10-10-10	10-10-10	10-10-10
COOL SEASON	3RD YEAR	10-10-10	10-10-10	10-10-10
WARM SEASON	1ST YEAR	10-10-10	10-10-10	10-10-10
WARM SEASON	2ND YEAR	10-10-10	10-10-10	10-10-10
WARM SEASON	3RD YEAR	10-10-10	10-10-10	10-10-10

Ds3 PERMANENT SEEDING

APPLY AGRICULTURAL LIME
AS PRESCRIBED BY SOIL
TESTS OR AT A RATE OF 1-2
TONS PER ACRE

Ds2

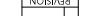
TEMPORARY SEEDING

[illegible]

DS3

PERMANENT GRASSING

DISTURBED AREA STABILIZATION

 GEORGIA CITY OF NORCROSS April 1, 2024 C4.5	EROSION CONTROL DETAILS	BRITT AVENUE OVERFLOW PARKING BRITT AVENUE NORTHWEST CITY OF NORCROSS, GEORGIA 30071 PIN 6243 001 & 6243 001A GWINNETT COUNTY	Project:
	Sheet 1 of 1	DOWNTOWN DEVELOPMENT AUTHORITY CITY OF NORCROSS 404.771.0920 darc@barcillconsulting.com darcillconsulting.com	Prepared by:

MOORE
URBAN FORESTRY
151 WOODS ROAD
CLAYTON, GEORGIA 30525
(770) 530-4114
mmoores@mooreurbanforestry.com

PREPARED FOR:
Barclift Consulting
(404) 771-0920
robert@barcliftconsulting.com

PROJECT NAME:
**Britt Avenue Overflow
Parking**

TASK:
Tree Survey



PROJECT INFORMATION:
Britt Avenue Overflow Parking

Project Name:
Britt Avenue Northwest

Project Address:
Land Use File

Client:
City of Norcross, Gwinnett County, GA

Municipality:
City of Norcross, Gwinnett County, GA

DATE	1	2	3	4	5	6	7	8	9	10	11	12
DATE												

TITLE:
T1

PROJECT NO.:
102/2024

Specimen Tree Survey Data

Specimen Tree ID Number	Size (Inches) DBH	Type (Common Name)	Description (Identification Criteria)	Condition Summary (Excellent, Good, Fair, Poor, Dead)	Not a Specimen (X)
1	31	Red Maple	Rot, Included Bark	Poor	X
2	31	Water Oak		Poor	X
3	28	Pecan	Included Bark	Poor	X

Description Legend

incl	Included Bark
fl	Slime Flux
ff	Fusiform Rust
mdl	Minor Dead Limbs (fair)
MDL	Major Dead Limbs (poor)
mech dam	Mechanical Damage
rot	Rot
wire	Embedded Wire

Tree Legend

bc	Black Cherry	<i>Prunus serotina</i>
be	Boxelder	<i>Acer negundo</i>
bwl	Black Willow	<i>Salix nigra</i>
bw	Black Walnut	<i>Juglans nigra</i>
elm	American Elm	<i>Ulmus americana</i>
llp	Loblolly Pine	<i>Pinus taeda</i>
mag	Southern Magnolia	<i>Magnolia grandiflora</i>
mm	Mimos	<i>Mimosa tenuiflora</i>
rm	Red Maple	<i>Acer rubrum</i>
pec	Pecan	<i>Carya illinoensis</i>
sv/syc	Sycamore	<i>Platanus occidentalis</i>
wo	White Oak	<i>Quercus alba</i>
wto	Water Oak	<i>Quercus nigra</i>

There are 3 specimen sized trees on site. 0 were found to be specimen quality. Trees are flagged with green and white tape approximately 4.5 feet above the ground. The tape indicates their number, DBH, species and condition. I am not aware of any wells located on the site.





Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

City of Norcross

Legislation Details (With Details)

File #:	24-7093	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Occupational Tax Plan – Feasibility Study		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Occupational Tax Plan Draft August 19 2024](#)

Title
 Norcross Occupational Tax Plan – Feasibility Study

Drafter
 Councilmember Matt Myers



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Council Member Matt Myers
 Finance Director Toni Jo Howard

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24-7093

Title: Norcross Occupational Tax Plan – Feasibility Study

CC: Eric Johnson, City Manager

Recommendation

Recommendation for Norcross City Manager and Finance Department (GGA) to conduct feasibility study to explore best practices across municipalities in the region and county on the best methodology to levy and administer Occupational Tax in the City of Norcross. Staff present quarterly updates as to the status of the feasibility study to Mayor & Council until the study is complete and a recommendation provided to Mayor & Council for potential implementation.

- Areas to explore would be leveraging other cities processes, fee structure and tax rates.
- Options for online renewal and integration with current systems.
- Increasing and or modifying the occupational tax schedule, fees, and tax rate. (Currently only using Employee Tax Liability Fee + Admin Fee)

Background

Norcross Current Occupational Tax

Uses only Employee Tax Liability Fee

A non-prorated administrative fee of \$50.00 shall be required on all business and occupation tax accounts. This fee is in addition to the Employee Tax Liability Fee. The tax rate shall be determined by number of employees for each business, trade, or profession. Any new business, trade, profession, or occupational tax after July 1st of each year shall be charged one-half (1/2) of the annual occupation tax imposed on such business, trade, profession, or occupation.

Number of Employees:	Occupational Tax Due:	Total including Administrative Fee:
1 Employee	\$50.00	\$100.00
2 Employees	\$60.00	\$110.00
3-9 Employees	\$60.00 + \$15 per employee over 2	\$110.00 + \$15 per employee over 2
10-99 Employees	\$165.00 + \$12.60 per employee over 9	\$215.00 + \$12.60 per employee over 9
100-599 Employees	\$1,299.00 + \$10.40 per employee over 99	\$1,349.00 + \$10.40 per employee over 99
500 or more Employees	\$5,459.00 + \$7.40 per employee over 499	\$5,509.00 + \$7.40 per employee over 499

Professionals shall elect as their entire occupation tax one that is based on number of employees or a fee of \$400 per practitioner who is licensed to provide the service.



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Benchmark Occupational Tax Plans

Example: City of Duluth

Occupational Tax Rate Chart (Gross Receipts or Flat Fee Calculation):

Under "Option A," which applies to most businesses, Occupational Taxes are calculated using your NAICS business activity code, corresponding Tax Class, and estimated gross receipts (for new businesses) or actual gross receipts (for renewals). This information is confidential and is exempt from any Open Records requests.

Certain Practitioners of Professions may choose to pay a flat tax of \$400 (per practitioner) in lieu of paying a tax based on gross receipts. If your business is eligible, and all practitioners agree to pay the flat tax, please select "Option B" below.

Per Duluth Code section 7-5(l), the minimum tax due is \$50 per year and maximum \$12,500 per year, plus the administrative fee (\$50).

Gross Receipts:

- NEW businesses estimate from business opening date through December 31 of current year.
- RENEWAL licenses require ACTUAL gross receipts from January 1 – December 31 of prior year.

Option A: Gross Receipts

Tax Class		Tax Calculation Formula				
1	(A)	(Actual Gross Receipts X .0005) + \$50 = Amount Due	(B)	(C X D)	(E)	(F)
2	(A)	(Actual Gross Receipts X .0006) + \$50 = Amount Due	(B)	(C X D)	(E)	(F)
3	(A)	(Actual Gross Receipts X .0007) + \$50 = Amount Due	(B)	(C X D)	(E)	(F)
4	(A)	(Actual Gross Receipts X .0008) + \$50 = Amount Due	(B)	(C X D)	(E)	(F)
5	(A)	(Actual Gross Receipts X .0009) + \$50 = Amount Due	(B)	(C X D)	(E)	(F)
6	(A)	(Actual Gross Receipts X .0010) + \$50 = Amount Due	(B)	(C X D)	(E)	(F)

(A)	(B)	(C)	(D)	(E)	(F)	(G)
NAICS	Tax Class	Actual Gross Receipts	Tax Class Decimal	(C X D) Subtotal	Administrative Fee	Amount Due (E + F) (MIN \$100, MAX \$12,500)
			0	\$ 0.00	\$ 50.00	\$ 100.00

Formula for tax amount due: (C X D) = (E), (E + 50) = (G)

Option B: Practitioners of Professions (Include a copy of state license for each practitioner)

☐ I elect to pay a FLAT TAX in lieu of paying a tax based on gross receipts.

Professions that are eligible to pay a flat tax in lieu of paying a tax on gross receipts Per O.C.G.A. 48-13-8 include, but are not limited to: Architect, Chiropractor, Dealers in precious metals, Dentist, Embalmer, Engineer, Funeral Director, Land Surveyor, Landscape Architect, Lawyer, Locksmiths, Optometrist, Osteopath, Physician, Physiotherapist, Podiatrist, Psychologist, Public Accountant, Social Worker, Therapist, Veterinarian.

(A)	(B)	(C)	(D)	(E)	(F)
Profession	Number of Practitioners	Flat Tax	Subtotal B x C	Admin Fee (one per business)	Total Amount Due D + E
		\$ 400.00		\$ 50.00	

Formula for tax amount due: (B x C) + (\$50) = (F)

Example: City of Peachtree Corners – [Rate Schedule](#)

Uses Fee Class and NAICS Code to determine Tax Rate

Example: City of Tucker –

Sec. 10-25. - Payment of occupational tax. (a) Each person engaged in a business, trade, profession or occupation, whether with a location within the city, or, in the case of an out-of-state business with no location in the state exerting substantial efforts within the city pursuant to O.C.G.A. ?? 48-13-7, shall pay an occupational tax for the business, trade, profession or occupation. (b) Occupation taxes shall be based upon gross receipts in combination with profitability ratio and number of employees. The profitability ratio for the type of business will be determined from nationwide averages derived from statistics, classifications or other information published by the federal office of management and budget, the internal revenue service or successor agencies. (Ord. No. 2016-03-04, exh. (16-27), 3-29-2016; Ord. No. 2017-06-73, exh. (16-27), 7-10-2017)



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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*The first two digits of your NAICS code determines your tax class and employee rate: <https://www.naics.com/search/>

NAICS	Business Description	Tax Class	Tax Rate	Employee Fee
31-33	Manufacturing	1	0.0003	\$4.00
11	Agriculture, Forestry, Hunting & Fishing	2	0.0005	\$6.00
21	Mining	2	0.0005	\$6.00
42	Wholesale Trade	2	0.0005	\$6.00
72	Accommodation, Food Services & Drinking Place	3	0.0007	\$8.00
44-45	Retail Trade	3	0.0007	\$8.00
23	Construction	4	0.0009	\$10.00
48-49	Transportation & Warehousing	4	0.0009	\$10.00
22	Utilities	5	0.0011	\$12.00
56	Administrative & Support, Waste Management	6	0.0013	\$14.00
71	Arts, Entertainment & Recreation	6	0.0013	\$14.00
61	Educational Services	6	0.0013	\$14.00
52	Finance & Insurance	6	0.0013	\$14.00
62	Health Care & Social Assistance	6	0.0013	\$14.00
51	Information	6	0.0013	\$14.00
55	Management of Companies (Holding Companies)	6	0.0013	\$14.00
54	Professional, Scientific & Technical Services	6	0.0013	\$14.00
53	Real Estate, Rental & Leasing	6	0.0013	\$14.00
81	Other Services	6	0.0013	\$14.00

Example: Gwinnett County

Fee Scale

Business Occupation Tax Certificate: Gwinnett has established 6 tax classes, with rates ranging from \$0.65 per thousand dollars of gross revenue to \$1.30 per thousand dollars of gross revenue (see item #10 on the application form). There is a non-refundable and non-prorated \$80 flat fee associated with the issuance of the Business/Occupation Tax Certificate. To determine an estimated cost, use the [Tax Calculator](#).

Certificate of Occupancy: The typical Certificate of Occupancy is \$180. This includes the services of Building Plan Review and Fire Plan Review.

Tenant Name Change Permit: This is required in place of a Certificate of Occupancy when there is no construction taking place.

Financial Impact:

Internal and Legal Time and Talent to benchmark surrounding jurisdictions and complete Feasibility Study

TBD: Implementation costs for possible system enhancements

TBD: Potential Increase in General Fund Revenue from new Tax Rate structure

TBD: Leveraging Potential Increase Funds for Improved Administration and Management of Business Licensing & Economic Development Business Management

Consistent with Comprehensive Plan?

2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
4. Maintains a Vibrant Economy and Continue to Facilitate Job Growth
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments - n/a



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Next Steps: Council to provide Consensus or Vote for Staff to proceed with Planning, Executing, and Presenting Occupational Tax Plan (Business License) Feasibility Study.

Update



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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City of Norcross

Legislation Details (With Details)

File #:	24-7095	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Salary Study		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Salary Study](#)
2. [Evergreen Report](#)
3. [Norcross Exhibit for Classifications](#)

Title
Salary Study

Drafter
Camille Washington and Eric Johnson



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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Agenda Report

To: Mayor and Council

From: Camille Washington, Human Resources Director
 Eric Johnson, City Manager

Meeting Date: August 19, 2024 – Policy Work Session

Item No.: 24-7095

Title: Salary Study Discussion

Recommendation

- 1- Adopt recommended pay ranges for all city positions, as contained in the salary study performed by Evergreen for the City.
- 2- Authorize employee pay increases recommended by the study based on the “compa ratio” methodology at the 65th percentile, which considers both longevity and past performance as well as competitiveness, subject to a 20 percent limit.
- 3- Authorize a merit increase for employees not covered by the study but eligible for a merit increase, at the 4.7% rate reflected in the study as the smallest recommended salary adjustment.
- 4- Retain existing pay for sworn officers if the recommended increase is less than the \$10,000 increase authorized in February.
- 5- Authorize extending car allowances to all department heads as a benefit of senior staff.

Background: Mayor and Council awarded a salary study to Evergreen, which conducted the City’s 2021 study and does numerous similar studies in the Atlanta metro area. Based on a review of peer cities, Evergreen is recommending that a new set of pay ranges be established.

All existing and new positions will fall into one of the ranges based on the requirements and complexity of each position. Evergreen has established a separate set of ranges for sworn law enforcement officers that facilitates unique market conditions for law enforcement. Management requested the ranges be based on the 65th percentile of data collected. At the 65th percentile, the City would pay better than about two out of three of the surveyed jurisdictions. As other jurisdictions do their own studies, the City’s competitiveness will fall – hence the recommendation to start at a more competitive level. The next study is anticipated in 2027, based on guidelines set in 2021.

Attachment: Agenda Report - Salary Study (24-7095 : Salary Study)



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As part of the study, Evergreen provided options for placing existing employees within their new range. The recommended option sets the salary of each employee to a comparable point in their new range based on current penetration of their existing salary range. That option, the “compa ratio,” reflects longevity and performance, and with the least amount of salary compression between employees. The smallest increase recommended amounts to 4.7%. While the study suggested some increases at higher levels, management’s recommendation is to limit increases to no more than 20% for any employee.

Some recent hires during the study period were hired at market-competitive salaries and are eligible for an annual merit increase. A 4.7% increase is recommended for those positions – consistent with the smallest increases for employees covered by the study.

Sworn officers received a \$10,000 pay increase in February as other employees received a 2% additional merit increase. For this study, those differences were adjusted to level the playing field with other employees. Based on the study methodology, some lower ranked officers would receive less than \$10,000. In those cases, the recommendation is to retain the existing salary and make no other adjustment. Any officer for which the calculation exceeds \$10,000 would receive the balance of their adjustment.

It is recommended that salary adjustments be made effective with the first pay period ending in September. The total cost of implementing the study is reduced by the prior adjustment of sworn officer salaries that has already been factored into the FY 25 budget.

Car allowances have proven an effective recruiting tool for new hires. Extending that benefit as a retention tool for senior staff is recommended. With this change, only one senior staff member would have a take-home vehicle in lieu of a car allowance – the Chief of Police.

Financial Impact: The recommended option for adjusting salaries would cost an estimated \$680,777 for salaries, net of what was budgeted for FY 25. Merit increases would cost an estimated \$33,253. Car allowances would cost \$30,000 for an added 5 allowances at \$500/month (Downtown Manager, HR Director, IT Director, Economic Development Director, and City Clerk).

The adopted FY 25 budget set aside \$1,000,000 for implementation, which will cover the salary adjustments, merit increases, recommended car allowances, and associated benefits costs (FICA and retirement) that total \$872,351.

Consistent with Comprehensive Plan? Yes. Goal 6 is to further the City’s Tradition of Strong Leadership and High Level of Quality Services.

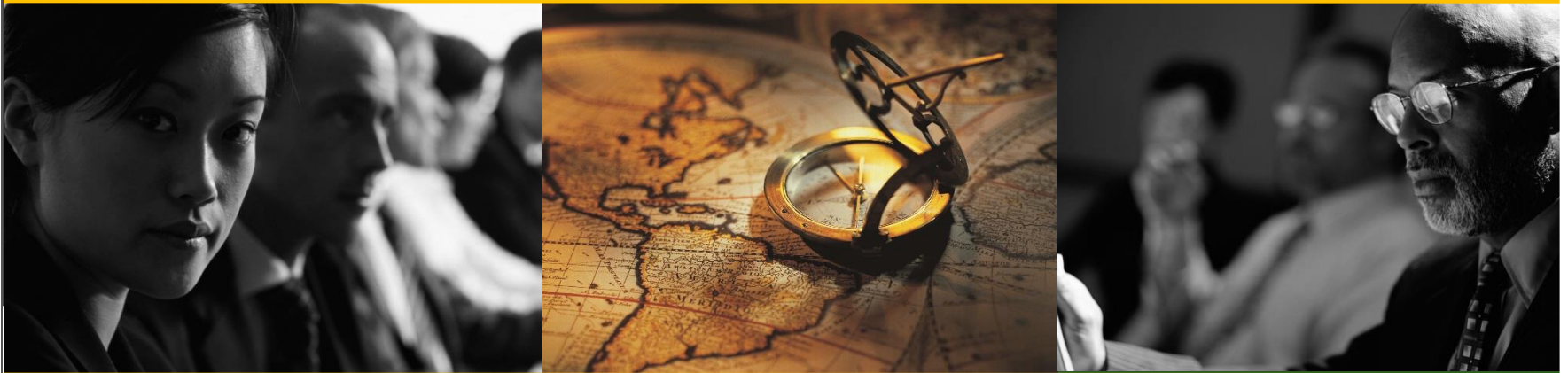
Next Steps: On approval, salary adjustments will be made for the pay period ending September 11, 2024. Car allowances will be effective with the month of September and paid on the second pay period ending September 25, 2024.

Attachments:

Evergreen Report

Norcross Exhibit for Classifications

Classification and Compensation Study for City of Norcross, GA



Attachment: Evergreen Report (24-7095 : Salary Study)

Presentation of Results



Presented by: Rob Williamson

August 19, 2024

- Study Process
- Compensation Philosophy
- Compensation Outlook
- Compensation Review
- Proposed Pay Plans w/ Market Competitive Ranges
- Implementation Recommendations and Costs
- Next Steps

Study Purpose and Importance

H.11.b

Purpose:

- Provide recommendations that result in a competitive compensation and classification plan.

Areas of Importance:

- Recommendations address market conditions to reestablish a competitive market position consistent with compensation philosophy.
- Provide remedies to fill vacant and retain high turn-over classifications.

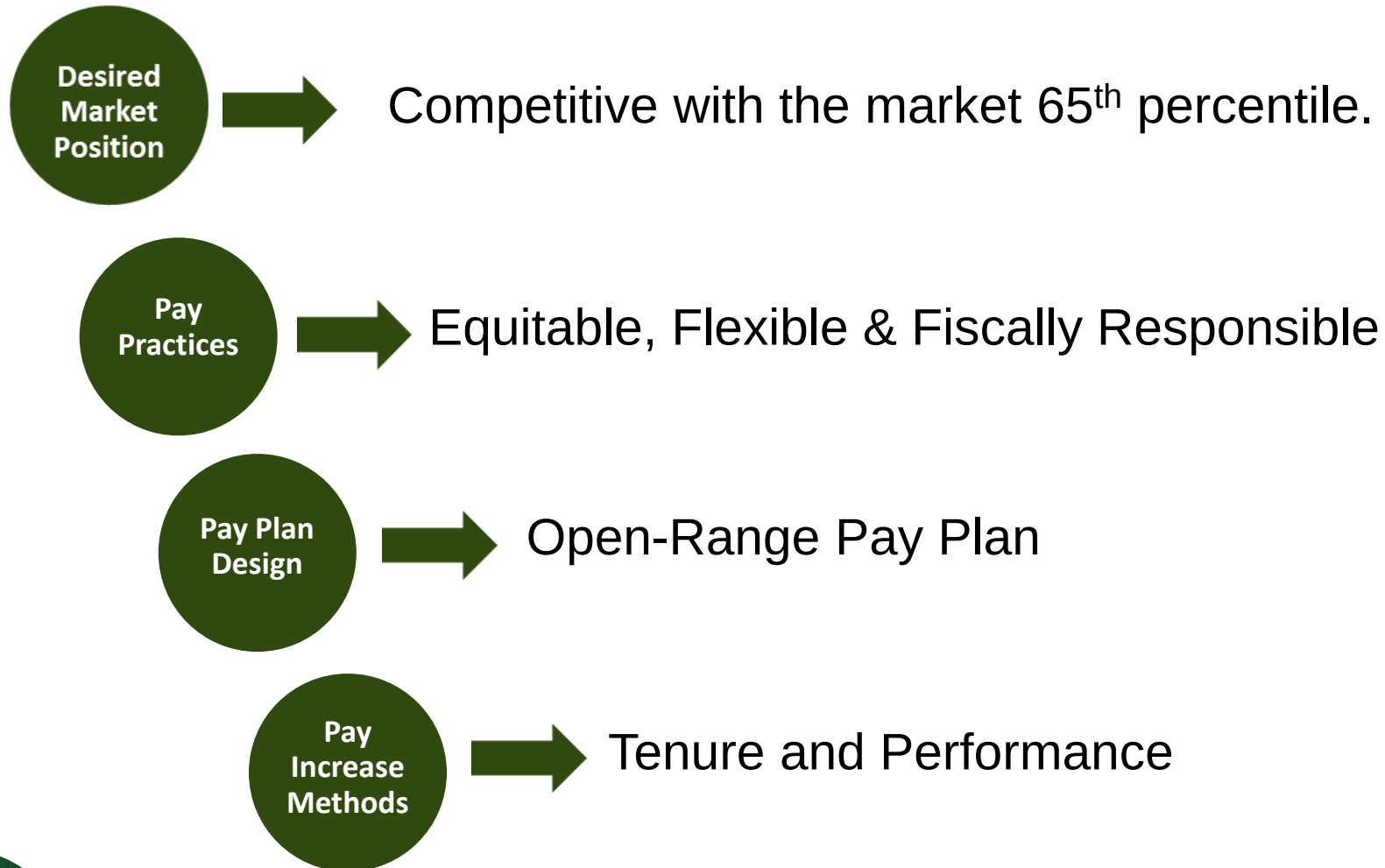
Attachment: Evergreen Report (24-7095 : Salary Study)



Completed Tasks:

- ✓ Conducted Kick off call and Project Manager interviews.
- ✓ Assessed conditions of the current pay system.
- ✓ Conducted external equity analysis by surveying the market to determine equitable salary ranges.
- ✓ Developed optional methods for implementing the revised plan/pay ranges; and selected most appropriate.
- ✓ Estimated annualized salary cost for implementing the revised plan.
- ✓ Presentation of Study Findings

Reviewed the compensation philosophy:

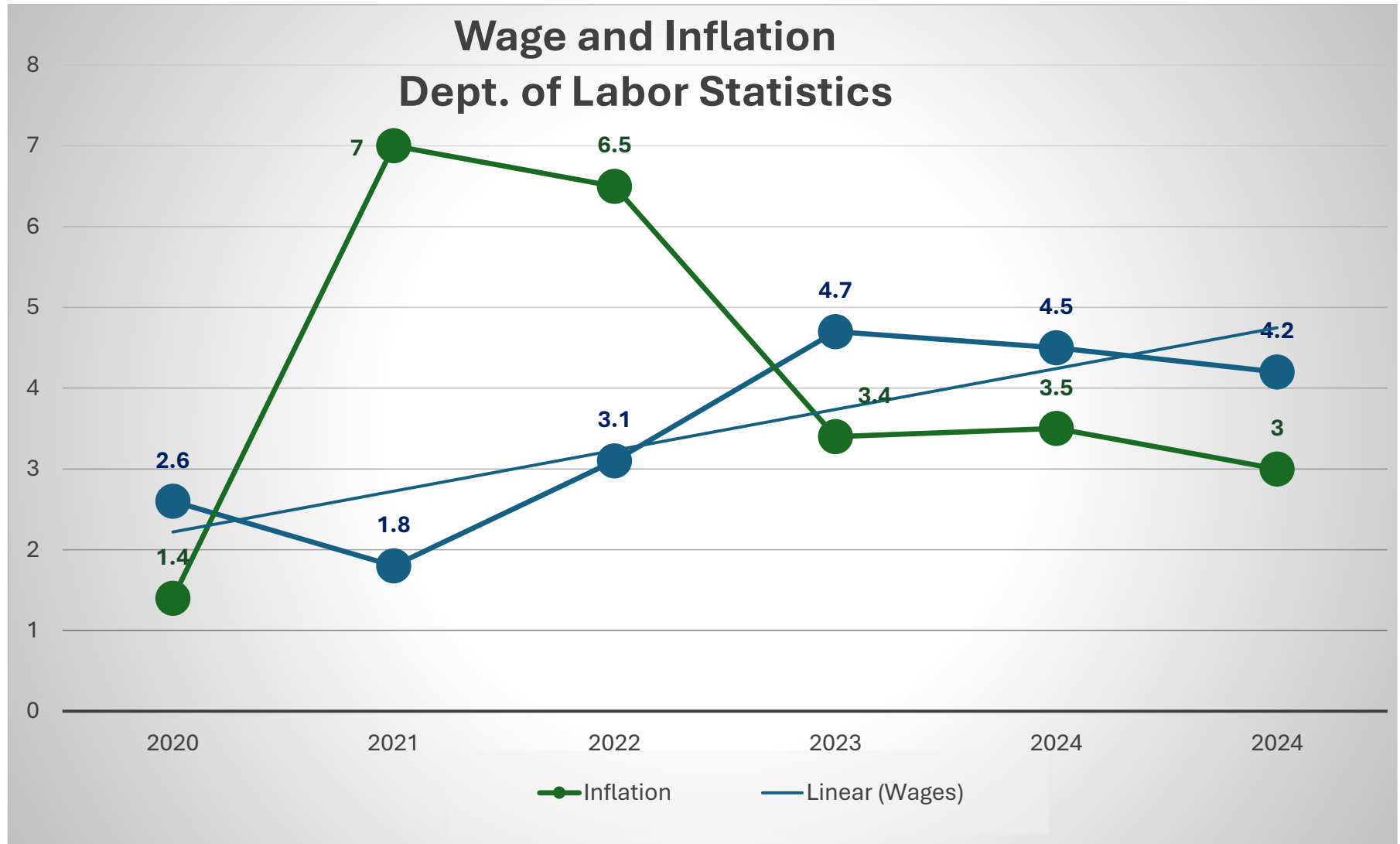


National Economic and Private Sector trends will continue to impact Public Sector Labor Market

- *Most recent Dept. of Labor report shows wages still increasing, hiring slowing and inflation remaining “sticky” at 3.2% placing continued pressure on employee earnings.*
- *Dept of Labor - Year over year wage increases averaging 4.2% (June 2024), still indicate competitive labor market with continued staffing shortages for noncompetitive organizations.*
- *Consumer price inflation rose 19.6% between January 2020 and January 2024. Peak inflation 9% in June 2022.*

Compensation Outlook

H.11.b



Attachment: Evergreen Report (24-7095 : Salary Study)



Compensation Review

H.11.b

Approved Target Peer
Cities/Towns
Alpharetta
Brookhaven
Buford
Chamblee
Decatur
Doraville
Duluth
Dunwoody
Johns Creek
Kennesaw
Lawrenceville
Lilburn
Loganville
Milton
Peachtree Corners
Roswell
Sandy Springs
Smyrna
Snellville
Sugar Hill
Suwanee
Counties
Cobb County
Forsyth County
Gwinnett County

Conducted a salary survey; collected salary range data from 15 of 24 approved market peers:

- 77 benchmark classifications*
- average number of matches for each classification of 9*
- not all peers had matches for all benchmark classifications*
- adjusted for cost of living*

****Bold type indicates data received from peer.***

Attachment: Evergreen Report (24-7095 : Salary Study)

Compensation Review (Continued)

H.11.b

MARKET RESULTS

Market Survey indicates the City of Norcross current pay ranges are lagging the market at the minimum, midpoint & maximum of the pay range.

Attachment: Evergreen Report (24-7095 : Salary Study)

Classification	Survey Minimum % Diff	Survey Midpoint % Diff	Survey Maximum % Diff	Survey Avg Range	# Re
Overall Market Average	-8.4%	-7.3%	-6.6%	57.2%	9.
Overall Average at 50th percentile	-6.8%	-6.0%	-5.6%	57.2%	9.
Overall Average at 65th percentile	-12.0%	-11.1%	-10.6%	57.5%	9.

Key Considerations

1. Evergreen does not recommend the reduction of individual employee salaries.
2. Implementation aligns employees in their recommended pay ranges based on selected methodology.
3. Collaborative – Norcross Project Leadership Team assisted in identifying concerns, benchmark classifications, market peers and implementation option.
4. The implementation costs refers to the annual base salary cost only.



Key Recommendations

1. **Adopt** the proposed market competitive pay plan.

Create new pay grades/ranges for General Employees and Public Safety.

2. **Reassign** positions to pay grades based on the market results. Some positions will see larger adjustments than others due to the market response and regional specific market factors.
3. **Place** employees within their newly recommended pay grades based on selected implementation methodology.
4. **Select** an implementation methodology that aligns with the compensation philosophy and financial means of the City.

*Compa Ratio is the recommended methodology.



Proposed Pay Plan Gen Gov't

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	\$ 36,341.76	\$ 47,244.29	\$ 58,146.82	60.0%	-
102	\$ 38,885.68	\$ 50,551.39	\$ 62,217.09	60.0%	7.0%
103	\$ 41,607.68	\$ 54,089.99	\$ 66,572.29	60.0%	7.0%
104	\$ 44,520.22	\$ 57,876.28	\$ 71,232.35	60.0%	7.0%
105	\$ 47,636.63	\$ 61,927.62	\$ 76,218.61	60.0%	7.0%
106	\$ 50,971.20	\$ 66,262.56	\$ 81,553.92	60.0%	7.0%
107	\$ 54,539.18	\$ 70,900.94	\$ 87,262.69	60.0%	7.0%
108	\$ 58,356.93	\$ 75,864.00	\$ 93,371.08	60.0%	7.0%
109	\$ 62,441.91	\$ 81,174.48	\$ 99,907.06	60.0%	7.0%
110	\$ 66,812.84	\$ 86,856.70	\$ 106,900.55	60.0%	7.0%
111	\$ 71,489.74	\$ 92,936.67	\$ 114,383.59	60.0%	7.0%
112	\$ 76,494.02	\$ 99,442.23	\$ 122,390.44	60.0%	7.0%
113	\$ 81,848.61	\$ 106,403.19	\$ 130,957.77	60.0%	7.0%
114	\$ 87,578.01	\$ 113,851.41	\$ 140,124.81	60.0%	7.0%
115	\$ 93,708.47	\$ 121,821.01	\$ 149,933.55	60.0%	7.0%
116	\$ 100,268.06	\$ 130,348.48	\$ 160,428.90	60.0%	7.0%
117	\$ 107,286.83	\$ 139,472.87	\$ 171,658.92	60.0%	7.0%
118	\$ 114,796.90	\$ 149,235.98	\$ 183,675.05	60.0%	7.0%
119	\$ 122,832.69	\$ 159,682.49	\$ 196,532.30	60.0%	7.0%
UNG	-	-	-	-	-



Proposed Pay Plan – Gen Gov’t

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	\$ 17.47	\$ 22.71	\$ 27.96	60.0%	-
102	\$ 18.70	\$ 24.30	\$ 29.91	60.0%	7.0%
103	\$ 20.00	\$ 26.00	\$ 32.01	60.0%	7.0%
104	\$ 21.40	\$ 27.83	\$ 34.25	60.0%	7.0%
105	\$ 22.90	\$ 29.77	\$ 36.64	60.0%	7.0%
106	\$ 24.51	\$ 31.86	\$ 39.21	60.0%	7.0%
107	\$ 26.22	\$ 34.09	\$ 41.95	60.0%	7.0%
108	\$ 28.06	\$ 36.47	\$ 44.89	60.0%	7.0%
109	\$ 30.02	\$ 39.03	\$ 48.03	60.0%	7.0%
110	\$ 32.12	\$ 41.76	\$ 51.39	60.0%	7.0%
111	\$ 34.37	\$ 44.68	\$ 54.99	60.0%	7.0%
112	\$ 36.78	\$ 47.81	\$ 58.84	60.0%	7.0%
113	\$ 39.35	\$ 51.16	\$ 62.96	60.0%	7.0%
114	\$ 42.10	\$ 54.74	\$ 67.37	60.0%	7.0%
115	\$ 45.05	\$ 58.57	\$ 72.08	60.0%	7.0%
116	\$ 48.21	\$ 62.67	\$ 77.13	60.0%	7.0%
117	\$ 51.58	\$ 67.05	\$ 82.53	60.0%	7.0%
118	\$ 55.19	\$ 71.75	\$ 88.31	60.0%	7.0%
119	\$ 59.05	\$ 76.77	\$ 94.49	60.0%	7.0%
UNG	-	-	-	-	-

Attachment: Evergreen Report (24-7095 : Salary Study)



Proposed Pay Plan – Public Safety

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
201	\$ 45,550.00	\$ 59,215.00	\$ 72,880.00	60.0%	-
202	\$ 48,738.50	\$ 63,360.05	\$ 77,981.60	60.0%	7.0%
203	\$ 52,150.20	\$ 67,795.25	\$ 83,440.31	60.0%	7.0%
204	\$ 55,800.71	\$ 72,540.92	\$ 89,281.13	60.0%	7.0%
205	\$ 59,706.76	\$ 77,618.79	\$ 95,530.81	60.0%	7.0%
206	\$ 64,483.30	\$ 83,828.29	\$ 103,173.28	60.0%	8.0%
207	\$ 69,641.96	\$ 90,534.55	\$ 111,427.14	60.0%	8.0%
208	\$ 75,213.32	\$ 97,777.32	\$ 120,341.31	60.0%	8.0%
209	\$ 81,230.39	\$ 105,599.50	\$ 129,968.62	60.0%	8.0%
210	\$ 86,916.51	\$ 112,991.47	\$ 139,066.42	60.0%	7.0%
211	\$ 93,000.67	\$ 120,900.87	\$ 148,801.07	60.0%	7.0%
212	\$ 99,510.72	\$ 129,363.93	\$ 159,217.14	60.0%	7.0%
213	\$ 106,476.47	\$ 138,419.40	\$ 170,362.34	60.0%	7.0%
214	\$ 113,929.82	\$ 148,108.76	\$ 182,287.71	60.0%	7.0%
215	\$ 121,904.90	\$ 158,476.38	\$ 195,047.85	60.0%	7.0%

Attachment: Evergreen Report (24-7095 : Salary Study)



Proposed Pay Plan – Public Safety

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
201	\$ 20.86	\$ 27.11	\$ 33.37	60.0%	-
202	\$ 22.32	\$ 29.01	\$ 35.71	60.0%	7.0%
203	\$ 23.88	\$ 31.04	\$ 38.21	60.0%	7.0%
204	\$ 25.55	\$ 33.21	\$ 40.88	60.0%	7.0%
205	\$ 27.34	\$ 35.54	\$ 43.74	60.0%	7.0%
206	\$ 29.53	\$ 38.38	\$ 47.24	60.0%	8.0%
207	\$ 31.89	\$ 41.45	\$ 51.02	60.0%	8.0%
208	\$ 34.44	\$ 44.77	\$ 55.10	60.0%	8.0%
209	\$ 37.19	\$ 48.35	\$ 59.51	60.0%	8.0%
210	\$ 39.80	\$ 51.74	\$ 63.68	60.0%	7.0%
211	\$ 42.58	\$ 55.36	\$ 68.13	60.0%	7.0%
212	\$ 45.56	\$ 59.23	\$ 72.90	60.0%	7.0%
213	\$ 48.75	\$ 63.38	\$ 78.00	60.0%	7.0%
214	\$ 52.17	\$ 67.82	\$ 83.47	60.0%	7.0%
215	\$ 55.82	\$ 72.56	\$ 89.31	60.0%	7.0%

Attachment: Evergreen Report (24-7095 : Salary Study)



Recommendation & Costs

Implementation Option	Total Salary-Only Cost	Number of Employees Adjusted	Average Adjustment for Impacted Employees	% of Payroll
Compa Ratio	\$ 1,102,125.63	118	\$ 9,340.05	12.6%

- *Cost displayed is for base salary adjusted for cost of living.
- **Compa Ratio Methodology –**
 - Places employees into the proposed pay plan preserving their current range placement.
 - Preserves performance gains.
 - Preserves value of outside experience.
 - Does not correct instances of wage compression.
 - Compa Ratio increase is capped at 20%.

Attachment: Evergreen Report (24-7095 : Salary Study)



Next Steps

- **Provide Draft and Final Reports** – provide reports that memorialize the work and study findings.
- **Project Close-out**



Thank You!

H.11.b

Any Questions?

Rob Williamson
Project Manager
Evergreen Solutions, LLC

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Tallahassee, Florida 32308
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Attachment: Evergreen Report (24-7095 : Salary Study)



Department	Classification	Recommended Title	Current Pay Grade	Current Minimum	Current Midpoint	Current Maximum	Proposed Grade	Proposed Minimum	Change	Proposed Midpoint	Change	Proposed Maximum	Change
PARKS AND RECREATION	PART-TIME PARK ATTENDANT	PART-TIME PARK ATTENDANT	101	\$ 32,448.00	\$ 42,182.40	\$ 51,916.80	101	\$ 36,341.76	12.0%	\$ 47,244.29	12.0%	\$ 58,146.82	12.0%
MUNICIPAL COURT	COURT RECORDS CLERK I	COURT RECORDS CLERK I	102	\$ 34,719.36	\$ 45,135.17	\$ 55,550.98	102	\$ 38,885.68	12.0%	\$ 50,551.39	12.0%	\$ 62,217.09	12.0%
FINANCE	CUSTOMER SERVICE ASSOC. I	CUSTOMER SERVICE ASSOC. I	102	\$ 34,719.36	\$ 45,135.17	\$ 55,550.98	102	\$ 38,885.68	12.0%	\$ 50,551.39	12.0%	\$ 62,217.09	12.0%
ELECTRIC	GROUNDMAN	GROUNDMAN	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	102	\$ 38,885.68	4.7%	\$ 50,551.39	4.7%	\$ 62,217.09	4.7%
STORM WATER	MAINT. & EQUIP TECHNICIAN	MAINT. & EQUIP TECHNICIAN	101	\$ 32,448.00	\$ 42,182.40	\$ 51,916.80	102	\$ 38,885.68	19.8%	\$ 50,551.39	19.8%	\$ 62,217.09	19.8%
PUBLIC WORKS	MAINTENANCE EQUIPMENT TECH	MAINTENANCE EQUIPMENT TECH	102	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	102	\$ 38,885.68	4.7%	\$ 50,551.39	4.7%	\$ 62,217.09	4.7%
PUBLIC WORKS	MAINTENANCE EQUIPMENT TECH	MAINTENANCE EQUIPMENT TECH	101	\$ 32,448.00	\$ 42,182.40	\$ 51,916.80	102	\$ 38,885.68	19.8%	\$ 50,551.39	19.8%	\$ 62,217.09	19.8%
FINANCE	BILLING SPECIALIST	BILLING SPECIALIST	104	\$ 39,750.19	\$ 51,675.25	\$ 63,600.32	103	\$ 41,607.68	4.7%	\$ 54,089.99	4.7%	\$ 66,572.29	4.7%
PUBLIC SAFETY	CODE ENFORCEMENT ADMIN COORDINATOR	CODE ENFORCEMENT ADMIN COORDINATOR	102	\$ 34,719.36	\$ 45,135.17	\$ 55,550.98	103	\$ 41,607.68	19.8%	\$ 54,089.99	19.8%	\$ 66,572.29	19.8%
MUNICIPAL COURT	COURT RECORDS CLERK II	COURT RECORDS CLERK II	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	103	\$ 41,607.68	12.0%	\$ 54,089.99	12.0%	\$ 66,572.29	12.0%
WELCOME CENTER CULTURAL ARTS	CULTURAL ARTS & TOURISM ASSISTANT I	CULTURAL ARTS & TOURISM ASSISTANT I	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	103	\$ 41,607.68	12.0%	\$ 54,089.99	12.0%	\$ 66,572.29	12.0%
WELCOME CENTER CULTURAL ARTS	CULTURAL ARTS/TOURISM ASST	CULTURAL ARTS & TOURISM ASSISTANT II	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	103	\$ 41,607.68	12.0%	\$ 54,089.99	12.0%	\$ 66,572.29	12.0%
FINANCE	CUSTOMER SERVICE ASSOC. II	CUSTOMER SERVICE ASSOC. II	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	103	\$ 41,607.68	12.0%	\$ 54,089.99	12.0%	\$ 66,572.29	12.0%
PUBLIC WORKS	P/T LIGHT EQUIPMENT OPERATOR	LIGHT EQUIPMENT OPERATOR	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	103	\$ 41,607.68	12.0%	\$ 54,089.99	12.0%	\$ 66,572.29	12.0%
PUBLIC WORKS	MAINTENANCE & EQUIPMENT OPERATOR	MAINTENANCE & EQUIPMENT OPERATOR	102	\$ 34,719.36	\$ 45,135.17	\$ 55,550.98	103	\$ 41,607.68	19.8%	\$ 54,089.99	19.8%	\$ 66,572.29	19.8%
COMMUNITY DEVELOPMENT	RECEPTIONIST- ADMIN COORD	RECEPTIONIST- ADMIN COORD	102	\$ 34,719.36	\$ 45,135.17	\$ 55,550.98	103	\$ 41,607.68	19.8%	\$ 54,089.99	19.8%	\$ 66,572.29	19.8%
PUBLIC SAFETY	RECORDS CLERK	RECORDS CLERK	102	\$ 34,719.36	\$ 45,135.17	\$ 55,550.98	103	\$ 41,607.68	19.8%	\$ 54,089.99	19.8%	\$ 66,572.29	19.8%
PARKS AND RECREATION	PROGRAM COORDINATOR SUPERVISOR	SENIOR PARKS & RECREATION COORDINATOR	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	103	\$ 41,607.68	12.0%	\$ 54,089.99	12.0%	\$ 66,572.29	12.0%
STORM WATER	STORM WATER LIGHT EQUIP OPERAT	STORM WATER LIGHT EQUIPMENT OPERATOR	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	103	\$ 41,607.68	12.0%	\$ 54,089.99	12.0%	\$ 66,572.29	12.0%
PUBLIC SAFETY	ADMIN FISCAL COORDINATOR	ADMIN FISCAL COORDINATOR	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	104	\$ 44,520.22	4.7%	\$ 57,876.28	4.7%	\$ 71,232.35	4.7%
PUBLIC WORKS	ADMINISTRATIVE COORDINATOR II	ADMINISTRATIVE COORDINATOR II	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	104	\$ 44,520.22	4.7%	\$ 57,876.28	4.7%	\$ 71,232.35	4.7%
COMMUNICATIONS/ES911	COMMUNICATIONS OFFICER	COMMUNICATIONS OFFICER	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	104	\$ 44,520.22	19.8%	\$ 57,876.28	19.8%	\$ 71,232.35	19.8%
PUBLIC SAFETY	COMMUNICATIONS OFFICER	COMMUNICATIONS OFFICER	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	104	\$ 44,520.22	19.8%	\$ 57,876.28	19.8%	\$ 71,232.35	19.8%
WELCOME CENTER CULTURAL ARTS	CULTURAL ARTS FACILITY TEAM LEADER	CULTURAL ARTS FACILITY TEAM LEADER	104	\$ 39,750.19	\$ 51,675.25	\$ 63,600.32	104	\$ 44,520.22	12.0%	\$ 57,876.28	12.0%	\$ 71,232.35	12.0%
PUBLIC WORKS	EQUIPMENT OPERATOR	EQUIPMENT OPERATOR	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	104	\$ 44,520.22	19.8%	\$ 57,876.28	19.8%	\$ 71,232.35	19.8%
PUBLIC WORKS	FACILITIES TECHNICIAN	FACILITIES TECHNICIAN	104	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	104	\$ 44,520.22	19.8%	\$ 57,876.28	19.8%	\$ 71,232.35	19.8%
ELECTRIC	METER TECHNOLOGATOR	METER TECHNOLOGATOR	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	104	\$ 44,520.22	4.7%	\$ 57,876.28	4.7%	\$ 71,232.35	4.7%
COMMUNITY DEVELOPMENT	PLAN REVIEW COORDINATOR	PLAN REVIEW COORDINATOR	104	\$ 39,750.19	\$ 51,675.25	\$ 63,600.32	104	\$ 44,520.22	12.0%	\$ 57,876.28	12.0%	\$ 71,232.35	12.0%
PUBLIC SAFETY	RECORDS CLERK II	RECORDS CLERK II	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	104	\$ 44,520.22	19.8%	\$ 57,876.28	19.8%	\$ 71,232.35	19.8%
FINANCE	REVENUE AND TAX SPECIALIST	REVENUE AND TAX SPECIALIST	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	104	\$ 44,520.22	4.7%	\$ 57,876.28	4.7%	\$ 71,232.35	4.7%
COMMUNICATIONS/ES911	COMMUNICATIONS OFFICER II	COMMUNICATIONS OFFICER II	104	\$ 39,750.19	\$ 51,675.25	\$ 63,600.32	105	\$ 47,636.63	19.8%	\$ 61,927.62	19.8%	\$ 76,218.61	19.8%
PUBLIC SAFETY	CRIME SCENE INVESTIGATOR	CRIME SCENE INVESTIGATOR	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	105	\$ 47,636.63	12.0%	\$ 61,927.62	12.0%	\$ 76,218.61	12.0%
PUBLIC WORKS	MAINT & EQUIP TECH/TEAM LEAD	MAINT & EQUIP TECH/TEAM LEAD	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	105	\$ 47,636.63	12.0%	\$ 61,927.62	12.0%	\$ 76,218.61	12.0%
PARKS AND RECREATION	PARK MAINTENANCE COORDINATOR P/T	PARK MAINTENANCE COORDINATOR	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	105	\$ 47,636.63	4.7%	\$ 61,927.62	4.7%	\$ 76,218.61	4.7%
PARKS AND RECREATION	PARK & REC FIELD TEAM LEADER	PARKS & REC MAINTENANCE COORDINATOR	103	\$ 37,149.72	\$ 48,294.63	\$ 59,439.55	105	\$ 47,636.63	28.2%	\$ 61,927.62	28.2%	\$ 76,218.61	28.2%
PARKS AND RECREATION	PARK MAINTENANCE COORDINATOR	PARKS & REC MAINTENANCE COORDINATOR	104	\$ 39,750.19	\$ 51,675.25	\$ 63,600.32	105	\$ 47,636.63	19.8%	\$ 61,927.62	19.8%	\$ 76,218.61	19.8%
STORM WATER	STORM WATER EQUIP OPERATOR	STORM WATER EQUIPMENT OPERATOR	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	105	\$ 47,636.63	12.0%	\$ 61,927.62	12.0%	\$ 76,218.61	12.0%
PUBLIC SAFETY	ACCREDITATION MANAGER/CRIME ANALYST	ACCREDITATION MANAGER/CRIME ANALYST	107	\$ 48,695.70	\$ 63,304.40	\$ 77,913.12	106	\$ 50,971.20	4.7%	\$ 66,262.56	4.7%	\$ 81,553.92	4.7%
COMMUNICATIONS ES911	COMMUNICATIONS SUPERVISOR	COMMUNICATIONS SUPERVISOR	104	\$ 39,750.19	\$ 51,675.25	\$ 63,600.32	106	\$ 50,971.20	28.2%	\$ 66,262.56	28.2%	\$ 81,553.92	28.2%
COMMUNITY DEVELOPMENT	PLANNER	PLANNER	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	106	\$ 50,971.20	19.8%	\$ 66,262.56	19.8%	\$ 81,553.92	19.8%
PUBLIC SAFETY	FISCAL & SPECIAL PROJECTS COORDINATOR	ASSISTANT TO CHIEF OF POLICE	106	\$ 45,509.99	\$ 59,163.00	\$ 72,816.00	107	\$ 54,539.18	19.8%	\$ 70,900.94	19.8%	\$ 87,262.69	19.8%
CITY MANAGER	ASST TO CITY MANAGER	ASST TO CITY MANAGER	106	\$ 45,509.99	\$ 59,163.00	\$ 72,816.00	107	\$ 54,539.18	19.8%	\$ 70,900.94	19.8%	\$ 87,262.69	19.8%
CITY CLERK	DEPUTY CITY CLERK	DEPUTY CITY CLERK	107	\$ 48,695.70	\$ 63,304.40	\$ 77,913.12	107	\$ 54,539.18	12.0%	\$ 70,900.94	12.0%	\$ 87,262.69	12.0%
ELECTRIC	ELECTRIC APPRENTICE LINEMAN	ELECTRIC APPRENTICE LINEMAN	107	\$ 48,695.70	\$ 63,304.40	\$ 77,913.12	107	\$ 54,539.18	12.0%	\$ 70,900.94	12.0%	\$ 87,262.69	12.0%
HUMAN RESOURCES	HR COORDINATOR	HR COORDINATOR	108	\$ 52,104.40	\$ 67,735.72	\$ 83,367.03	107	\$ 54,539.18	4.7%	\$ 70,900.94	4.7%	\$ 87,262.69	4.7%
INFORMATION TECHNOLOGY	IT SPECIALIST	IT SPECIALIST	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	107	\$ 54,539.18	28.2%	\$ 70,900.94	28.2%	\$ 87,262.69	28.2%
COMMUNITY DEVELOPMENT	LAND DEVELOPMENT INSPECTOR/ARBORIST	LAND DEVELOPMENT INSPECTOR/ARBORIST	108	\$ 52,104.40	\$ 67,735.72	\$ 83,367.03	107	\$ 54,539.18	4.7%	\$ 70,900.94	4.7%	\$ 87,262.69	4.7%
FINANCE	STAFF ACCOUNTANT	STAFF ACCOUNTANT	107	\$ 48,695.70	\$ 63,304.40	\$ 77,913.12	107	\$ 54,539.18	12.0%	\$ 70,900.94	12.0%	\$ 87,262.69	12.0%
MUNICIPAL COURT	ASSISTANT COURT CLERK	ASSISTANT COURT CLERK	109	\$ 55,751.71	\$ 72,477.22	\$ 89,202.72	108	\$ 58,356.93	4.7%	\$ 75,864.00	4.7%	\$ 93,371.08	4.7%
COMMUNICATIONS/ES911	SUPPORT SERVICES MANAGER	SUPPORT SERVICES MANAGER	105	\$ 42,532.71	\$ 55,292.53	\$ 68,052.34	108	\$ 58,356.93	37.2%	\$ 75,864.00	37.2%	\$ 93,371.08	37.2%
CITY MANAGER	EVENTS MANAGER	EVENTS MANAGER	110	\$ 59,654.33	\$ 77,550.63	\$ 95,446.92	109	\$ 62,441.91	4.7%	\$ 81,174.48	4.7%	\$ 99,907.06	4.7%
PUBLIC WORKS	LANDSCAPE & BEAUTIFICATION MANAGER	LANDSCAPE & BEAUTIFICATION MANAGER	110	\$ 59,654.33	\$ 77,550.63	\$ 95,446.92	109	\$ 62,441.91	19.8%	\$ 81,174.48	19.8%	\$ 99,907.06	19.8%
PUBLIC WORKS	PROCUREMENT & CAPITAL PROJECTS MANAGER	PROCUREMENT & CAPITAL PROJECTS MANAGER	108	\$ 52,104.40	\$ 67,735.72	\$ 83,367.03	109	\$ 62,441.91	19.8%	\$ 81,174.48	19.8%	\$ 99,907.06	19.8%
COMMUNITY DEVELOPMENT	SENIOR PLANNER	SENIOR PLANNER	108	\$ 52,104.40	\$ 67,735.72	\$ 83,367.03	109	\$ 62,441.91	19.8%	\$ 81,174.48	19.8%	\$ 99,907.06	19.8%
ECONOMIC DEVELOPMENT	BUSINESS DEVELOPMENT MANAGER	BUSINESS DEVELOPMENT MANAGER	111	\$ 63,830.12	\$ 82,979.17	\$ 102,128.21	110	\$ 66,812.84	4.7%	\$ 86,856.70	4.7%	\$ 106,900.55	4.7%
FINANCE	ACCOUNTING MANAGER	ACCOUNTING MANAGER	111	\$ 63,830.12	\$ 82,979.17	\$ 102,128.21	111	\$ 71,489.74	12.0%	\$ 92,936.67	12.0%	\$ 114,383.59	12.0%
MUNICIPAL COURT	COURT ADMINISTRATOR/CLERK OF COURT	COURT ADMINISTRATOR/CLERK OF COURT	112	\$ 68,298.24	\$ 88,787.71	\$ 109,277.18	112	\$ 76,494.02	12.0%	\$ 99,442.23	12.0%	\$ 122,390.44	12.0%
WELCOME CENTER CULTURAL ARTS	DIVINITY MGR/TOURISM & CULTURAL ARTS DIR	DIVINITY MGR/TOURISM & CULTURAL ARTS DIR	112	\$ 68,298.24	\$ 88,787.71	\$ 109,277.18	112	\$ 76,494.02	12.0%	\$ 99,442.23	12.0%	\$ 122,390.44	12.0%
ELECTRIC	ELECTRIC SUPERVISOR	ELECTRIC SUPERVISOR	112	\$ 68,298.24	\$ 88,787.71	\$ 109,277.18	112	\$ 76,494.02	12.0%	\$ 99,442.23	12.0%	\$ 122,390.44	12.0%
ELECTRIC	JOURNEYMAN LINEMAN	JOURNEYMAN LINEMAN	110	\$ 59,654.33	\$ 77,550.63	\$ 95,446.92	112	\$ 76,494.02	28.2%	\$ 99,442.23	28.2%	\$ 122,390.44	28.2%
PARKS AND RECREATION	PARKS & REC SUPERINTENDENT	PARKS & REC SUPERINTENDENT	112	\$ 68,298.24	\$ 88,787.71	\$ 109,277.18	112	\$ 76,494.02	12.0%	\$ 99,442.23	12.0%	\$ 122,390.44	12.0%
FINANCE	ASSISTANT FINANCE DIRECTOR	ASSISTANT FINANCE DIRECTOR	111	\$ 63,830.12	\$ 82,979.17	\$ 102,128.21	113	\$ 81,848.61	28.2%	\$ 106,403.19	28.2%	\$ 130,957.77	28.2%
CITY CLERK	CITY CLERK	CITY CLERK	113	\$ 73,079.12	\$ 95,002.85	\$ 116,926.58	113	\$ 81,848.61	12.0%	\$ 106,403.19	12.0%	\$ 130,957.77	12.0%
PUBLIC WORKS	FACILITIES AND FLEET SUPERINTENDENT	PARKS & STORM WATER SUPERINTENDENT	114	\$ 78,194.65	\$ 101,653.04	\$ 125,111.44	113	\$ 81,848.61	4.7%	\$ 106,403.19	4.7%	\$ 130,957.77	4.7%
ELECTRIC	ELECTRIC SUPERINTENDENT	ELECTRIC SUPERINTENDENT	114	\$ 78,194.65	\$ 101,653.04	\$ 125,111.44	114	\$ 87,578.01	12.0%	\$ 113,851.41	12.0%	\$ 140,124.81	12.0%
INFORMATION TECHNOLOGY	IT MANAGER	IT MANAGER	113	\$ 73,079.12	\$ 95,002.85	\$ 116,926.58	114	\$ 87,578.01	19.8%	\$ 113,851.41	19.8%	\$ 140,124.81	19.8%
PUBLIC WORKS	CITY ENGINEER	CITY ENGINEER	112	\$ 68,298.24	\$ 88,787.71	\$ 109,277.18	115	\$ 93,708.47	37.2%	\$ 121,821.01	37.2%	\$ 149,933.55	37.2%
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOP DIRECTOR	ECONOMIC DEVELOP DIRECTOR	114	\$ 78,194.65	\$ 101,653.04	\$ 125,111.44	115	\$ 93,708.47	19.8%	\$ 121,821.01	19.8%	\$ 149,933.55	19.8%
PUBLIC WORKS	PUBLIC WORKS SUPERINTENDENT	PUBLIC WORKS SUPERINTENDENT	116	\$ 89,525.05	\$ 116,362.57	\$ 143,240.08	115	\$ 93,708.47	4.7%	\$ 121,821.01	4.7%	\$ 149,933.55	4.7%
CITY MANAGER	DIRECTOR OF STRATEGY, INNOVATION, AND MARKETING	DIRECTOR OF STRATEGY, INNOVATION, AND MARKETING	114	\$ 78,194.65	\$ 101,653.04	\$ 125,111.44	116	\$ 100,268.06	28.2%	\$ 130,348.48	28.2%	\$ 160,428.90	28.2%
HUMAN RESOURCES	HUMAN RESOURCES MANAGER	HUMAN RESOURCES DIRECTOR	112	\$ 68,298.24	\$ 88,787.71	\$ 109,277.18	116	\$ 100,268.06	46.8%	\$ 130,348.48			



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-7104	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Authorized Positions FY 2024-2025		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Authorized Positions FY 2024-2025](#)
2. [Authorized Positions FY 2024-2025](#)

Title
Authorized Positions FY 2024-2025

Drafter
Camille Washington



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council
From: Camille Washington, Human Resources Director
Meeting Date: August 19, 2024 – Policy Work Session
Item No.: 24-7104
Title: **Authorized Positions FY 2024-2025**
CC: Eric Johnson, City Manager

Recommendation

To approve a resolution to authorized positions for FY 2024-2025, and current pay scale.

Background: Full time positions were added for FY 2024-2025. Assistant City Manager, Court Records Clerk I, three Patrol Officers and Communications/Records Clerk. In addition, there are 15 vacant positions, six part-time and 140 full-time. The positions were reviewed and verified by HR and Department heads. The current pay scale is to ensure our compensation structure is equitable and to remain competitive so that we effectively exist in the current market environment.

Financial Impact: Estimated salaries for the six positions added are (\$666,317.53) which includes all employer paid benefits.

Consistent with Comprehensive Plan? Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments: Authorized Positions Resolution

Next Steps: Approval of Authorized Positions

Update

CITY OF NORCROSS, GEORGIA

AUTHORIZED POSITIONS RESOLUTION

A RESOLUTION TO AUTHORIZE STAFF POSITIONS AND PAY & CLASSIFICATION SYSTEM ASSIGNMENTS FOR FY25

WHEREAS, the City of Norcross needs staff resources to adequately carry out the City's program of work during the FY25; and

WHEREAS, the City of Norcross will adopt a budget document submitted by the City Manager that defines the City's expenditures and revenues for the FY25; and

WHEREAS, the City Manager has recommended various staff positions assignments and has discussed same at length with the City of Norcross's elected officials in various workshops and meetings; and

WHEREAS, the City of Norcross City Council prepared a vision statement that demands progressive and responsible government.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norcross, Georgia, and it is hereby resolved by the same that the following are the authorized staff positions assignments for the City of Norcross, Georgia:

These positions and assignments are further defined by the classification and compensation study completed by Evergreen Consulting Inc in 2024, the City of Norcross Employee Handbook, and individual job descriptions. The City Manager has discretion granted by the City Council of Norcross, Georgia, to make administrative interpretations regarding staff positions and the aforementioned documents.

PT is an abbreviation for Part-Time, hours and pay varies for these positions. () Denotes number in positions.

Council & Chief Executive	Position Total
City Manager	5
City Manager (1)	
Assistant City Manager (1) <i>New</i>	
Assistant to City Manager (1)	
Events Manager (1)	
Director of Strategy, Innovation and Marketing (1)	
Human Resources	2
Human Resources Director (1)	
HR Coordinator (1)	

City Clerk	2
City Clerk (1)	
Deputy City Clerk (1)	
Municipal Court	7
Court Administrator (Clerk of Court) (1)	
Assistant Clerk of Court (1)	
Court Records Clerk I - (2) New (1 Vacant) Records Clerk II - (3) (5)	
Public Works Utilities & Parks	
Parks and Recreation	5
Parks & Recreation Superintendent (1)	
Parks & Recreation Senior Program Coordinator (1)	
Parks & Recreation Maintenance Coordinator (2) F/T (1) P/T (3)	
Parks & Recreation Attendant (1) (P/T) (Vacant) (Seasonal) excluded from total position count	
Electric	9
Groundman (2)	
Journeyman Lineman (3)	
Power Supervisor (1)	
Power Superintendent (1)	
Apprentice Lineman (1)	
Electric Meter & Utility Technician (1)	
Public Works	5
Public Works Director (1)	
City Engineer (1) (Vacant)	
Procurement & Capital Projects Manager (1)	
Beautification & Landscape Manager (1)	
Administrative Coordinator II (1)	
Facilities & Fleet	3
Facilities & Fleet Superintendent (1)	
Lead Facilities Technician (1) Vacant	
Facilities Technician (1)	
Roads & Storm Water	10
Stormwater Superintendent (1)	

Community Service Program Coordinator (1)	
Maintenance & Equipment Technician (2) 1 Vacant	
Equipment Operator (1)	
Light Equipment Operator (2) P/T	
Equipment Operator (1)	
Light Equipment Operator (1)	
Community Service & SW Equip Operator (1)	
Finance	9
Customer Service Associate I (2)	
Customer Service Associate II (1)	
Billing Specialist (1)	
Revenue and Tax Specialist (1)	
Administrative Services Accountant (2)	
Assistant Finance Director (1)	
Finance Director (1)	
Welcome Center/Cultural Arts	4
Downtown Manager Cultural Arts & Tourism Director (1)	
Cultural Arts & Tourism Assistant - I P/T (1 F/T (2)	
Cultural Arts Facility Team Leader (1)	
Information Technology	3
IT Manager (1)	
IT Specialist (1)	
IT Director (1)	
Community Development	6
Planner (2) 1 Vacant	
Senior Planner (1) Vacant	
Plan Review Coordinator (1)	
Land Development Inspector/Arborist (1)	
Community Development and Planning Director (1)	
Economic Development	2
Economic Development Director (1)	
Business Development Manager (1)	
Public Safety Department	74
Communications Officer I (4) Communications Officer II (3) (7)	
Communications Supervisor (1)	

Support Services Manager (1)	
Communications Officer/Records <i>New Position - Vacant</i> (1)	
Police Records Clerk I & II (2)	
Accreditation Manager/Crime Analyst (1)	
Code Enforcement Officers (3 F/T and 1 P/T) (4)	
Code Enforcement Administrative Coordinator (1)	
CSI Property & Evidence Custodian (1)	
Assistant to Chief of Police (1)	
Administrative Fiscal Coordinator (1)	
Police Officer (includes Master Patrol Officer) (34)	
Includes (33) F/T (1) P/T - <i>(5 F/T Vacant) (1 P/T Vacant)</i> [6]	
Sergeant (7)	
Lieutenant (5)	
Captain (2)	
Chief of Police (1)	
Detectives (4) <i>(1) (Vacant)</i>	
Total Approved Positions	146

APPROVED AND ADOPTED ON _____

**NORCROSS CITY COUNCIL, A GEORGIA
MUNICIPAL CORPORATION**

BY: _____
CRAIG NEWTON, MAYOR

BY: _____
BRUCE GAYNOR, MAYOR PRO TEMPORE

BY: _____
ANDREW HIXSON, COUNCILMAN

BY: _____
JOSH BARE, COUNCILMAN

BY: _____
MARSHALL CHEEK, COUNCILMAN

BY: _____
MATTHEW MYERS, COUNCILMAN

ATTESTED TO BY:

MONIQUE PHILIP, CITY CLERK

APPROVED AS TO FORM:

J. PATRICK O'BRIEN, CITY ATTORNEY
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-7094	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	8/19/2024 6:30 PM	In Control:	Policy Work Session
Title:	Retention of Contracted Professionals		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Contracted Professionals](#)

Title
Retention of Contracted Professionals

Drafter
Mayor Pro Tem Bruce Gaynor



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bai
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique P

Agenda Report

To: Mayor and Council
From: Bruce Gaynor, Mayor Pro Tem
Meeting Date: August 19, 2024 – Policy Work Session
Item No.: 24 -7094
Title: Retention of Contracted Professionals
CC: Eric Johnson, City Manager

Recommendation Discuss the performance of our various paid professionals.

Background The City Charter requires Mayor and Council to annually approve contracts for each paid professional advising the city. These professionals include City Auditor, City Attorney, Financial Advisor and Municipal Judge. While it may be difficult for staff to evaluate each position in depth every year, it is reasonable that each position be given a thorough review periodically. In 2023 we evaluated the City Auditor. In 2024 we should do a thorough evaluation of the City Attorney.

While there is no specified process for evaluating the performance of the City Attorney, it is reasonable for the Mayor and Council to consider from time to time whether the objectives of the City are being met with the timely and competent assistance of the City Attorney, and whether it is appropriate to issue a Request for Qualifications to consider an alternate provider of attorney services. At a minimum, it may be appropriate to have the City Attorney schedule a presentation, laying out his successes in the role.

Consistent with Comprehensive Plan?

6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments NA

Next Steps Prepare a Request for Qualifications should the Mayor and Council decide to consider options for an alternate provider.

Update NA

Attachment: Agenda Report - Contracted Professionals (24-7094 : Retention of Contracted Professionals)