City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Agenda

Monday, September 19, 2022

6:30 PM

2nd Floor Conference Room

Policy Work Session

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

A. Roll Call (recorded)

B. Citizen Input

C. Board Updates

* Discovery Garden Park Board Update - Rodger Harris

D. General Updates

* Parks, Green Spaces, and Trails Master Plan Update - Tixie Fowler and Tony Catchot

E. Council- General Discussion

F. Board Appointments

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

Norcross Development Authority (1 Vacancy/ 2 Applicants)

G. City Manager's Report

H. Items for Discussion

1. **22-6569** **Contract Execution for Keck & Wood as Interim City Engineer**

Discussion of executing a contract with Keck & Wood to provide interim City Engineer services for FY 2023 or until the position of City Engineer is filled.

Agenda Report - Keck & Wood Contract Execution

Keck & Wood Contract

2. **22-6570** **Proposal to Proclaim October 2022 as Bike Month**

A recommendation to proclaim October 2022 as Bike Month in the City of Norcross.

Agenda Report - Proposal to Proclaim October 2022 as Bike Month

Bike Month Proclamation

3. **22-6571** **Suggested Paint Palette for Local and National Historic Districts**

A recommendation to adopt the following language within the Architectural Design Standards (ADS).

Agenda Report - Suggested Paint Palette for Local and National Historic Districts

National and Local Historic District Boundary Map Suggested

Historic Paint Palette

Georgia Historic Preservation Act

Norcross Architectural Site and Design Standards, Sec. 3.5

4. **22-6572**

Code of Ordinances Sec 8-318 Temporary Outdoor Activities Language Clarification

A recommendation to edit Sec 8-318 regarding Temporary outdoor activities to include specific language that addresses duration of temporary retail activities associated with permitted temporary activities.

Agenda Report - Temporary Outdoor Activities

Section 8-318 Proposed Language Edits

5. **22-6573**

Execution of Contract with ARC for Town Center LCI Update

A recommendation to execute the attached contract with the Atlanta Regional Commission (ARC) for the Livable Centers Initiative (LCI) update to the City's existing Town Center LCI. This contract has been reviewed by Legal.

Agenda Report- Execution of Contract With ARC for Town Center LCI Update

ARC Contract

6. **22-6574**

Added Capital Improvement Program (CIP) Projects

Approve added Capital Improvement Program (CIP) Projects, as referenced in backup, totaling $1,687,700.

Agenda Report - Added Capital Improvement Program Projects

List of Proposed Projects and Descriptions

Capital Improvement Program - Proposed Additions

7. **22-6575**

Options for Securing Financing for a Public Safety Building

Consider options for how financing may be secured as part of funding a proposed Public Safety Building to house a Police Headquarters and a Municipal Court.

Agenda Report - Options for Securing Financing for a Public Safety Building

8. **22-6576**

Municipal Competitive Trust Resolution and Incumbency Certificate

Approve by resolution, the Mayor and the City Manager to sign the Municipal Competitive Trust Resolution, and the Incumbency Certificate.

Agenda Report - Municipal Competitive Trust Resolution and Incumbency Certificate

Form-2-Signatories and Incumbency Certificate

Form_MCT Signature Resolution Form

9. 22-6577 **Inter-Participant Transfer (IPT) 2023 Supplemental Power**

Approve moving forward with ITP described contract between the City of Palmetto and the City of Norcross via MEAG Power.

Agenda Report - Inter-Participant Transfer 2023 Supplemental Power

Authorization Agreement - Inter-Participant Transfer 2023 Supplemental Power

10. 22-6580 **Engagement Letter with Bates Carter for Audit Preparation Services**

Approve an engagement letter with Bates, Carter, and Co., LLC to perform audit preparation and assistance services for the 2022 fiscal year.

Agenda Report - Engagement Letter with Bates Carter for Audit Preparation Services

Engagement Letter - Bates, Carter, and Co

11. 22-6581 **Engagement Letter with Rushton, LLC for Audit Services**

Approve an engagement letter with Rushton, LLC to perform audit services for the 2022 fiscal year.

Agenda Report - Engagement Letter with Rushton, LLC for Audit Services

Engagement Letter – Rushton

12. 22-6582 **Georgia Fund 1 Resolution**

Approve a resolution authorizing City personnel to access the Georgia Fund 1 investment account managed by the Georgia Office of the State Treasurer (OST).

Agenda Report - Georgia Fund 1 Resolution

GF1 Sample Resolution

GF1 Yield History

13. 22-6579 **Intersection Control Evaluation (ICE)**

Discuss Gwinnett County's requirement for the city to proceed with on-call consultants to perform an Intersection Control Evaluation (ICE) analysis at Holcomb Bridge Road & Olde Town Park Drive and the intersection of Mitchell Road & Everglades Trail.

Agenda Report- Intersection Control Evaluation

Aerial Images of Intersections

GDOT ICE Policy

Examples of Other Alternatives

14. **22-6578** **Parking Deck Update Between Cotton Gin and City Hall**

Provide an update to the latest concepts and cost estimates for the parking deck between Cotton Gin and City Hall.

Agenda Report - Parking Deck Update

Parking Deck Memo

Concept 1

Concept 2

15. **22-6583** **Halloween Street Closure**

A recommendation to approve a plan to facilitate closure of one or more streets to non-local traffic for specified times on the evening of Halloween - Monday, October 31st.

Agenda Report - Halloween Street Closures

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

J. Signed by: _________________________________ Mayor Craig Newton

K. Attest: _______________________________ Monique Lang, City Clerk

City of Norcross

Legislation Details (With Details)

File #:	22-6569	**Version:**	
Type #:	Agenda Item	**Status:**	
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Contract Execution for Keck & Wood as Interim City Engineer		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Keck & Wood Contract Execution
2. Keck & Wood Contract

Title
Contract Execution for Keck & Wood as Interim City Engineer

Drafter
Tracy Rye and Greg Sistrunk

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

Agenda Report

To:	Mayor and Council
From:	Tracy Rye, AICP, Assistant City Manager
Agenda:	September 19, 2022, Policy Work Session
Agenda #:	22-6569
Item:	Execution of Contract with Keck & Wood for the position of Interim City Engineer
CC:	Eric Johnson

Recommendation

Execute a contract with Keck & Wood to continue to provide Interim City Engineer services for Community Development and Public Works for the FY2023 fiscal year or until such time as the city hires a full time City Engineer.

Background

Norcross currently is attempting to fill the vacant position of City Engineer, the position has been vacant since June 1, 2022. The market for Professional Engineers (PEs) remains tight. The city has interviewed a number of engineers who have either met the educational requirements, professional requirements, or experience requirements for filling the position, but only one has met all of the requirements for the position. There was a significant disparity in the desired salary and the salary the city was in a position to offer that candidate.

The city has worked with Keck & Wood to keep them on as the Interim City Engineer while the city continues its search for a permanent engineer. The agreed upon rate, reflected in the attached contract, represents an amount equal to what the City currently has budgeted for salary and benefits for the position (annualized to be $127,500). At the time the city onboards a new City Engineer, the plan is to transition Keck & Wood out of the role of Interim City Engineer.

In addition, due to the complex nature of reviewing plans for land disturbance for multifamily, commercial and industrial projects, the rate reflected for those project reviews in the contract should be passed on to the developers of such projects at the time of permitting. As a note, a complex land disturbance review covers roughly 200 items. No additional fees would be passed on to residential homeowners or small business owners for projects that involve otherwise minor land disturbance reviews. We ask for temporary authorization to amend our fee schedule to reflect the passing along of the fee to the identified development types until the position is filled.

Consistent with Comprehensive Plan?
This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan as it addresses Goal 6 *"Further the City's Tradition of Strong Leadership and High Level of Quality Services"*

Next Steps
Mayor and Council meeting, Monday, October 3, 2022, 6:30 PM
Execution of agreement

Attachments
Keck & Wood Contract

Update

COLLABORATION BY DESIGN

September 8, 2022

Tracy D. Rye,
Assistant City Manager
City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

Re: Engineering Plan Review and On-Call Engineering Services

Dear Ms. Rye:

Keck & Wood ("Consultant") is pleased to submit this proposal to the City of Norcross ("Owner") to perform engineering review of site development plans as well as to provide miscellaneous on-call engineering services.

TASK A

A1. ENGINEERING CIVIL PLAN REVIEW

i. Professional Services will involve Keck + Wood (KW) conducting an engineering review of site development plans associated with the land development process and permitting at the City. Typical development plans may include site plan, simple grading plan, house location plan (HLP) or residential drainage plan (RDP). It's our understanding the plans may be of the following types: single-family, multi-family residential, or small commercial developments. These type reviews under this task will generally be for developments less than 5,000 sf of land disturbance or less than 5,000 sf of new/replaced impervious area. These reviews will not require a city checklists be evaluated, namely the "Engineering Review – General Development" or the "General Review – General Development". Sites requiring more comprehensive reviews requiring a land disturbance permit (LDP) and checklists evaluation (>5,000 sf of land disturbance) will be billed per the "LDP Civil Plan Review" tasks listed below in Task B.

   Excluded in this scope of work is any developments requiring stormwater management report or hydrology analysis. Other criteria that is excluded in this task include zoning ordinance criteria, land use, building setbacks, parking spaces, 3-phase erosion control (reviewed by GSWCC), landscape and tree protection, photometric, and utilities such as water, wastewater, power or natural gas.

ii. Upon receipt of the plan or report submittal or through the City (such as electronic pdf format), KW will complete the plan review within fourteen (14) calendar days of receipt of the notification from the City. The review will consist of reviewing projects on the City website portal and providing comments, if any, through the portal. All transmittals and notifications directly to the applicant shall be done by a City staff member unless otherwise directed by the City.

3090 Premiere Parkway, Suite 200, Duluth, GA 30097 | 678-417-4000 | keckwood.com

A2. ON-CALL ENGINEERING SERVICES

I. Professional Services will involve Keck + Wood (KW) providing general on-call engineering review and support for the City of Norcross Community Development and Public Works Department.

II. KW will meet weekly with each department to define the scope of work for the following week.

III. Projects requiring a significant amount of time be spent by K+W staff will be processed as a separate contract requiring approval from the City of Norcross. An example of these type projects will include preparation of full civil construction plans for parking lots, parks, streetscapes, multi-use trails, pedestrian railroad crossings, etc.

TASK B

B1. LAND DEVELOPMENT PERMIT (LDP) ENGINEERING CIVIL PLAN REVIEW

i. Professional Services will involve Keck + Wood (KW) conducting an engineering review of site development plans associated with the land development process and permitting at the City. Typical development plans may include site plan, grading plan, access management (driveways and local streets), stormwater drainage plans and associated hydrology analysis. The type reviews under this task will generally be for developments greater than 5,000 sf of land disturbance or greater than 5,000 sf of new/replaced impervious area, which require a land disturbance permit (LDP) from the City. These reviews will require a city checklists be evaluated, namely the “Engineering Review – General Development” or the “General Review – General Development”. It’s our understanding these plan review fees will be passed to the applicant and/or developer.

Excluded in this scope of work include review of zoning ordinance criteria, land use, building setbacks, parking spaces, erosion control (reviewed by GSWCC), landscape and tree protection, photometric, and utilities such as water, wastewater, power or natural gas. It’s our understanding the plans may be of the following types: single or multi-family residential, commercial, institutional or industrial. KW will review the plans to assist the City in ensuring development or redevelopment will meet the City’s Code of Ordinances, Development Regulations, and the Gwinnett Stormwater Management Manual (latest edition).

ii. Upon receipt of the plan or report submittal or through the City (such as electronic pdf format), KW will complete the plan review within fourteen (14) calendar days of receipt of the notification from the City. The review will consist of completing the City provided checklists as associated with the type of review describing items needed to address compliance and will be uploaded to the City website portal. All transmittals and notifications directly to the applicant shall be done by a City staff member unless otherwise directed by the City.

FEE SCHEDULE: Compensation for work performed shall be as follows for the associated task. It is anticipated that K+W will spend generally between 15 to 20 hours per week on Task A. Once per month during the existence of this contract, the Consultant shall submit an invoice for payment based on the work performed for the project task(s) through the invoice period.

Task	Description	Fee
A	Engineering Plan Review and On-Call Engineering Services	$2,400 per week (Lump Sum)
B	LDP Engineering Plan Review (requiring city checklists)	$1,500 for 1st and 2nd Review ($500 for additional each plan review thereafter)

If you have any questions or would like additional information, don't hesitate to call or contact me if you have any questions or require additional information.

Sincerely,

KECK & WOOD, INC.

Greg Sistrunk, P.E.
Vice President

ACCEPTED by CITY OF NORCROSS, GA

This ________ day of ______________, 2022.

By: ___________________________________

Title: __________________________________

Attachments:
a. Terms and Conditions

City of Norcross

Legislation Details (With Details)

File #:	22-6570	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Proposal to Proclaim October 2022 as Bike Month		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Proposal to Proclaim October 2022 as Bike Month
2. Bike Month Proclamation

Title
Proposal to Proclaim October 2022 as Bike Month

Drafter
Tracy Rye

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Mayor **Craig Newton** · Mayor Pro Tem **Matt Myers** · Councilmember **Andrew Hixson** · Councilmember **Josh Bare**
Councilmember **Bruce Gaynor** · Councilmember **Arlene Beckles** · City Manager **Eric Johnson** · City Clerk **Monique Lang**

Agenda Report

To:	Mayor and Council
From:	Tracy Rye, AICP, Assistant City Manager
Meeting Date:	September 19, 2022- Policy Work Session
Item No.:	22-6570
Title:	Proposal to Proclaim October 2022 as Bike Month in Norcross, Georgia
CC:	Eric Johnson

Recommendation

It is the recommendation of the Sustainable Norcross Commission (SNC) to proclaim October 2022 as Bike Month in the City of Norcross during which the SNC will encourage residents and businesses to engage in biking as a healthy and sustainable transportation option and to support the City's goals described in the 2040 Comprehensive Plan to adopt "future bike-friendly routes" (42) and to expand "multimodal transportation infrastructure" (77).

Background

In 2019, the Sustainable Norcross Commission (SNC) organized a community bike event, Pedal Norcross. This event provided an opportunity for residents to safely participate in a group bike ride through Norcross and promoted biking as a sustainable form of transportation.

The event was postponed in 2020 and 2021 due to the COVID-19 pandemic. However, SNC revived Pedal Norcross in May 2022 and are planning the next event for October 2022. It is the intent of the SNC to adopt Pedal Norcross as an annual, signature event held in Norcross during the month of October, keeping with the popularized "Bike"-tober theme.

As detailed in the 2040 Comprehensive Plan, the city seeks to expand multimodal transportation infrastructure including bike-friendly routes. The SNC believe that this effort may be supported through increased awareness of and education about multimodal transportation specifically regarding bicycles.

The SNC believes that proclaiming October as Bike Month in the City of Norcross will promote bicycling as a form of healthy and sustainable transportation, encourage education on bike safety and on the environmental, social, and economic benefits of biking, and lay a foundation for future infrastructure improvements.

Financial Impact

There is no direct financial impact of this recommendation.

Consistent with Comprehensive Plan?

Goal 1: *Continue to Define Norcross' Sense of Place,* Goal 2: *Continue to Strengthen Norcross as a Livable, Inclusive, and Safe Environment,* Goal 3: *Increase Opportunities for Travel via Different Modes within and Outside Community,* Goal 4: *Maintain a Vibrant Economy and Continue to Facilitate Job Growth.*

Next Steps

Mayor and Council Meeting— October 3, 2022

Attachments

Bike Month Proclamation

Bike Month Proclamation
City of Norcross, Georgia

WHEREAS, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation to access restaurants, businesses and public amenities in Norcross and is an excellent tool for recreation and enjoyment of Norcross' scenic beauty; and

WHEREAS, throughout the month of October, the residents of Norcross, GA and its visitors will experience the joys of bicycling through educational programs, a group-ride, or by simply getting out and going for a ride; and

WHEREAS, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, supporting student learning outcomes, growing the economy of Norcross, GA, attracting tourism dollars, improving traffic safety, and reducing pollution, congestion, and damage to our streets and roads; and

WHEREAS, community development departments, boards, commissions, and authorities, schools, companies, and civic groups are also promoting bicycle tourism year around to attract more visitors to enjoy our local restaurants, hotels, retail establishments, and cultural and scenic attractions; and

WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road; and

NOW, THEREFORE, the Mayor and City Council of the City of Norcross, GA, do hereby proclaim the month of October 2022 as Bike Month throughout the City of Norcross, GA and urge all citizens to recognize this special observance.

ADOPTED by the City of Norcross, Georgia, this __ day of ____, 2022

____

Craig Newton
Mayor

ATTEST:

____

Monique Lang
City Clerk

City of Norcross

Legislation Details (With Details)

File #:	22-6571	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Suggested Paint Palette for Local and National Historic Districts		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Suggested Paint Palette for Local and National Historic Districts
2. National and Local Historic District Boundary Map Suggested
3. Historic Paint Palette
4. Georgia Historic Preservation Act
5. Norcross Architectural Site and Design Standards, Sec. 3.5

Title
Suggested Paint Palette for Local and National Historic Districts

Drafter
Tracy Rye

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Agenda Report

To:	Mayor and Council
From:	Tracy Rye, AICP, Assistant City Manager
Meeting Date:	September 19, 2022- Policy Work Session
Item No.:	22-6571
Title:	Suggested Paint Palette for Local and National Historic Districts
CC:	Eric Johnson

Recommendation of the Architectural Review Board and Historic Preservation Commission
Recommendation of the Architectural Review Board and Historic Preservation Commission to adopt language within the Architectural Design Standards (ADS) stating that under the Georgia Historic Preservation Act (GHPA) and Local Historic Preservation Ordinance #02-2017, the Architectural Review Board (ARB) and Historic Preservation Commission (HPC) can direct material changes in appearance in the National (NHD) and Local Historic Districts (LHD) expect for exterior paint alterations, and include a suggested, non-mandatory paint color palette to guide applicants seeking to paint or re-paint a historic property in the NHD and LHD. This suggested paint color palette may also be a guide for new residential construction outside the historic district.

Proposed language for Sec. 3.5.1.14: "Chosen colors must be approved by the ARB on a case by-case basis except when located within the National and Local Historic Districts. ~~Approved~~ Suggested color palettes within the historic districts include: 1. "Victorian" by Sherwin Williams; 2. "Arts and Crafts" by Sherwin Williams; ~~"Historic Colors" by Porter Paints; and 4. "Sunshades" by Porter Paints.~~ 3. "Jazz Age" by Sherwin Williams; 4. "Streamlined Years" by Sherwin Williams; and 5: "Historical Color Collection" by Benjamin Moore.

Background
The Georgia Historic Preservation Act (GHPA) and the Local Historic Preservation Ordinance (HPO) #02-2017 grant authority to the Architectural Review Board (ARB) and Historic Preservation Commission (HPC), respectively, to protect, enhance, perpetuate the use of places, districts, sites, buildings, structures, and works of art having a special historical, cultural, or aesthetic interest or value.

(Continued on next page)

The GHPA and HPO do this by giving the ARB and HPC authority to review and approve proposed material changes in appearance that will affect only the exterior architectural features of a historic property or of any structure, site, or work of art within a historic district, except for exterior paint colors.

The City's Unified Development Code (UDO) and the Architectural Design Standards (ADS) grant the ARB authority to approve paint colors for new construction, residential facades. Section 1 of the Norcross Historic Preservation Commission Bylaws states that the HPC "shall be governed by the terms thereof and adopts all provisions of the Norcross Architectural Review Board," thereby granting the HPC the same oversite within the LHD as the ARB practices within their respective territory, except where otherwise addressed by the GHPA and HPO.

It has been Staff practice in the past to request ARB and HPC approval regarding new paint colors in the National (NHD) and Local Historic District (LHD) following the approved color palette referenced in the ADS. Approved colors include 1. "Victorian" by Sherwin Williams; 2. "Arts and Crafts" by Sherwin Williams; 3. "Historic Colors" by Porter Paints; and 4. "Sunshades" by Porter Paints. However, it was brought to Staff's attention that Porter Paints has been dissolved rendering "Sunshades" and "Historic Colors" unavailable.

To ensure compliance with the GHPA and HPO, Staff seek to adopt clear language in the ADS that presents a suggested, non-mandatory, paint color palette to guide applicants seeking to paint or re-paint a historic property. This paint color palette may also be a guide for new residential construction outside the historic district. The suggested, updated paint palette will include available paint colors relevant to the time period in which Norcross historic properties were constructed.

The proposed suggested historic paint palette includes the historic paint collection curated by manufacturers, Sherwin Williams and Benjamin Moore. All identified colors are currently available for applicants and were recommended by a subcommittee of the ARB and HPC.

Sherwin Williams supports an extensive historic color palette from the Classical Period (1800) through Suburban Modern (1950s). Staff believe it is appropriate to include paint colors from the Victorian Era to the Streamlined Years covering a time frame from 1830 through 1950. Please refer to the attachment Suggested Historic Paint Palette to see paint selections for Victorian, Arts & Crafts, Jazz Age, and the Streamlined Years.

Benjamin Moore also supports a historic palette based on American design traditions. These colors are not tied to a specific time period or region. Instead, the palette consists of colors which have been used across the United States over time. Please refer to attachment Suggested Historic Paint Palette to see complete color palette

Financial Impact

There is no direct financial impact.

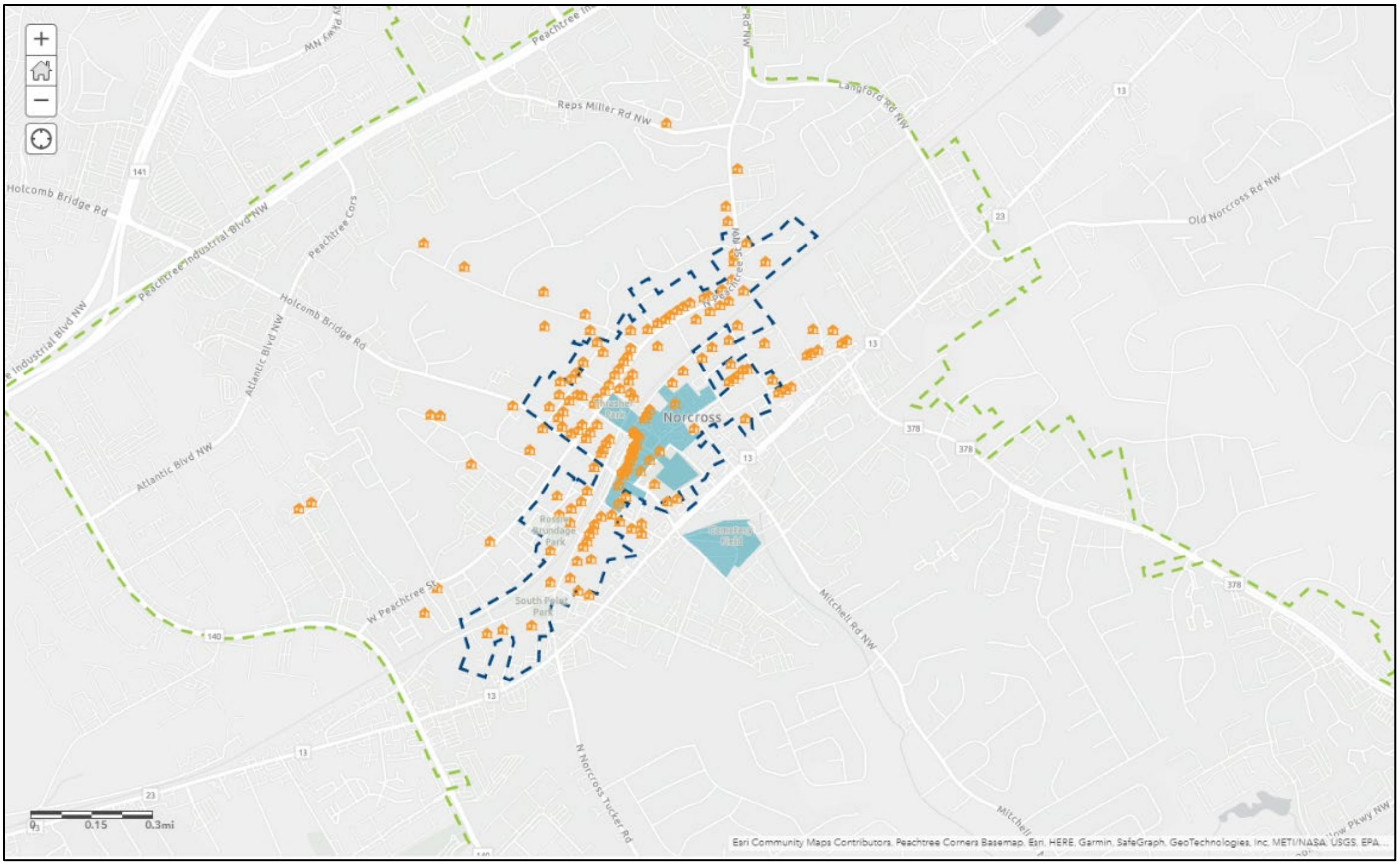
Consistent with Comprehensive Plan?

This exercise specifically relates to Goal 1: *Continue to Define Norcross' Sense of Place*, Goal 5: *Ensure that Norcross Residents have a Variety of Attainable, Quality Housing Options*, and Goal 6: *Further the City's tradition of strong leadership and high level of quality service*.

Next Steps
Mayor and Council Meeting- October 3, 2022

Attachments
National and Local Historic District Boundary Map Suggested
Historic Paint Palette
Georgia Historic Preservation Act
Norcross Architectural Site and Design Standards, Sec. 3.5

National and Local Historic District Boundary Map



Historic Properties (Before 1950)

Local Historic District

National Historic District

City Limits

Suggested Historic Paint Palette

Sherwin Williams: *Historic Paint Collection*

Calico SW 0017

Victorian (1830s-1910s)

In an era marked by opulence, ornate detail and contrasts, palettes featured rich, saturated colors often from opposite sides of the color wheel.

- SW 0001 Mulberry Silk
- SW 0002 Chelsea Mauve
- SW 0003 Cabbage Rose
- SW 0004 Rose Brocade
- SW 0005 Deepest Mauve
- SW 0006 Toile Red
- SW 0007 Decorous Amber
- SW 0008 Cajun Red
- SW 0009 Eastlake Gold
- SW 0010 Wickerwork
- SW 0011 Crewel Tan
- SW 0012 Empire Gold
- SW 0013 Majolica Green
- SW 0014 Sheraton Sage
- SW 0015 Gallery Green
- SW 0016 Billiard Green
- SW 0017 Calico
- SW 0018 Teal Stencil
- SW 0019 Festoon Aqua
- SW 0020 Peacock Plume
- SW 0021 Queen Anne Lilac
- SW 0022 Patchwork Plum
- SW 0023 Pewter Tankard
- SW 0024 Curio Gray
- SW 2801 Rookwood Dark Red
- SW 2802 Rookwood Red
- SW 2803 Rookwood Terra Cotta
- SW 2804 Renwick Rose Beige
- SW 2805 Renwick Beige
- SW 2806 Rookwood Brown
- SW 2807 Rookwood Medium Brown
- SW 2808 Rookwood Dark Brown
- SW 2809 Rookwood Shutter Green
- SW 2810 Rookwood Sash Green
- SW 2811 Rookwood Blue Green
- SW 2812 Rookwood Jade
- SW 2813 Downing Straw
- SW 2814 Rookwood Antique Gold
- SW 2815 Renwick Olive
- SW 2816 Rookwood Dark Green
- SW 2817 Rookwood Amber
- SW 2818 Renwick Heather
- SW 2819 Downing Slate
- SW 2820 Downing Earth
- SW 2821 Downing Stone
- SW 2822 Downing Sand
- SW 2823 Rookwood Clay
- SW 2824 Renwick Golden Oak

Library Pewter SW 0038

Arts & Crafts (1880s-1910s)

Celebrating honest craftsmanship, simplicity and nature, this movement featured the natural hues of building materials and the blues and greens of handmade ceramics.

- SW 0035 Warm Beige
- SW 0039 Mellow Mauve
- SW 0033 Rembrandt Ruby
- SW 0034 Roycroft Rose
- SW 0036 Buckram Binding
- SW 0037 Morris Room Grey
- SW 0038 Library Pewter
- SW 0040 Roycroft Adobe
- SW 0041 Dard Hunter Green
- SW 0042 Ruskin Room Green
- SW 0043 Peristyle Brass
- SW 0044 Hubbard Squash
- SW 0045 Antiquarian Brown
- SW 0046 White Hyacinth
- SW 0047 Studio Blue Green
- SW 0048 Bunglehouse Blue
- SW 2833 Roycroft Vellum
- SW 2834 Birdseye Maple
- SW 2835 Craftsman Brown
- SW 2836 Quartersawn Oak
- SW 2837 Aurora Brown
- SW 2838 Polished Mahogany
- SW 2839 Roycroft Copper Red
- SW 2840 Hammered Silver
- SW 2841 Weathered Shingle
- SW 2842 Roycroft Suede
- SW 2843 Roycroft Brass
- SW 2844 Roycroft Mist Gray
- SW 2845 Bunglehouse Gray
- SW 2846 Roycroft Bronze Green
- SW 2847 Roycroft Bottle Green
- SW 2848 Roycroft Pewter

Chinese Red SW 0057

The Jazz Age (1920s)

Experience this lively era with its subtle pastels and classic neutrals that served as the background for striking accents of bold, saturated colors.

- SW 0057 Chinese Red
- SW 0058 Jazz Age Coral
- SW 0059 Frostwork
- SW 0060 Alexandrite
- SW 0061 Salon Rose
- SW 0062 Studio Mauve
- SW 0063 Blue Sky
- SW 0064 Blue Peacock

Copen Blue SW 0068

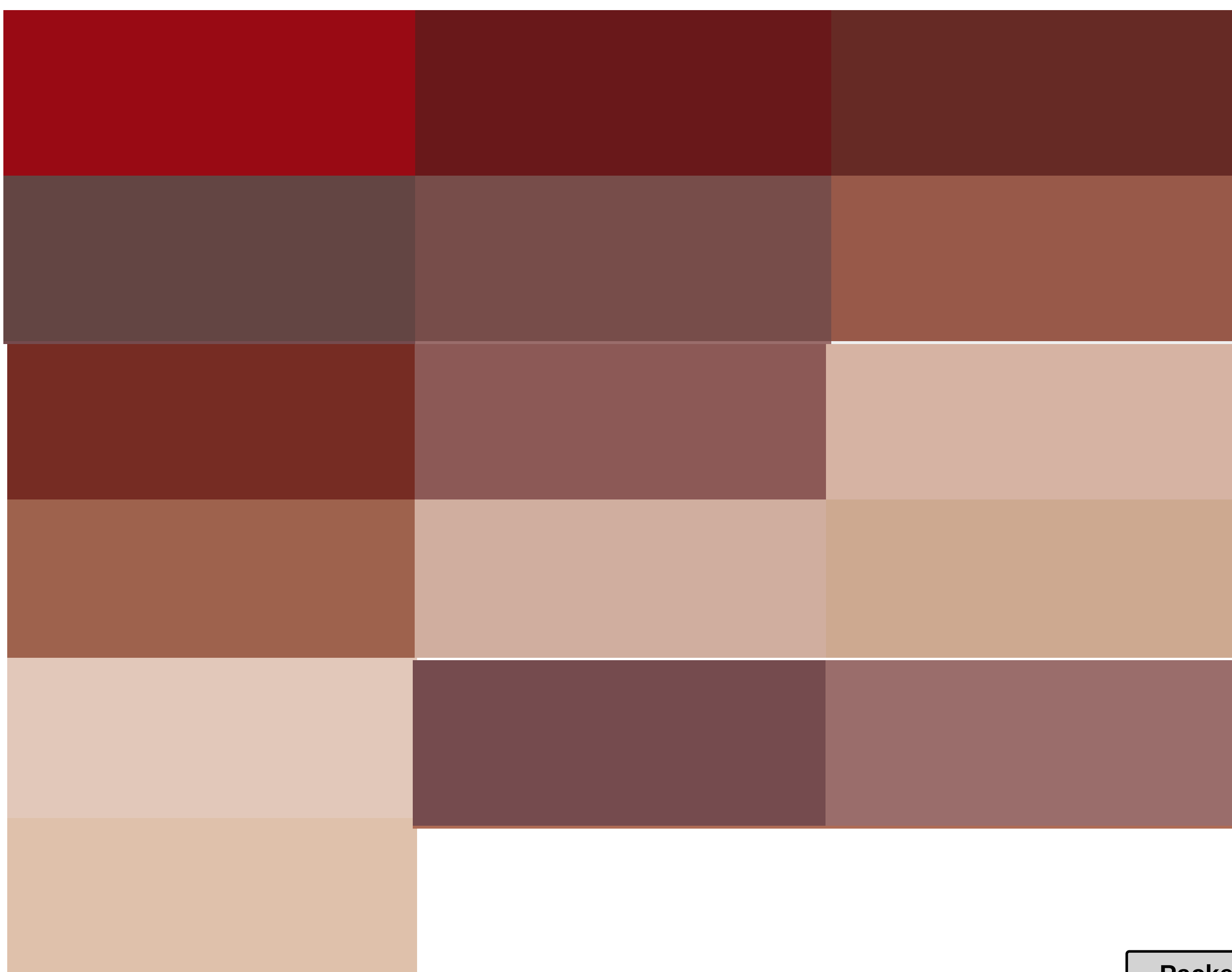
The Streamlined Years (1930s-1950s)

In an era known for its streamlined design, warm and creamy hues provide a simple sophistication.

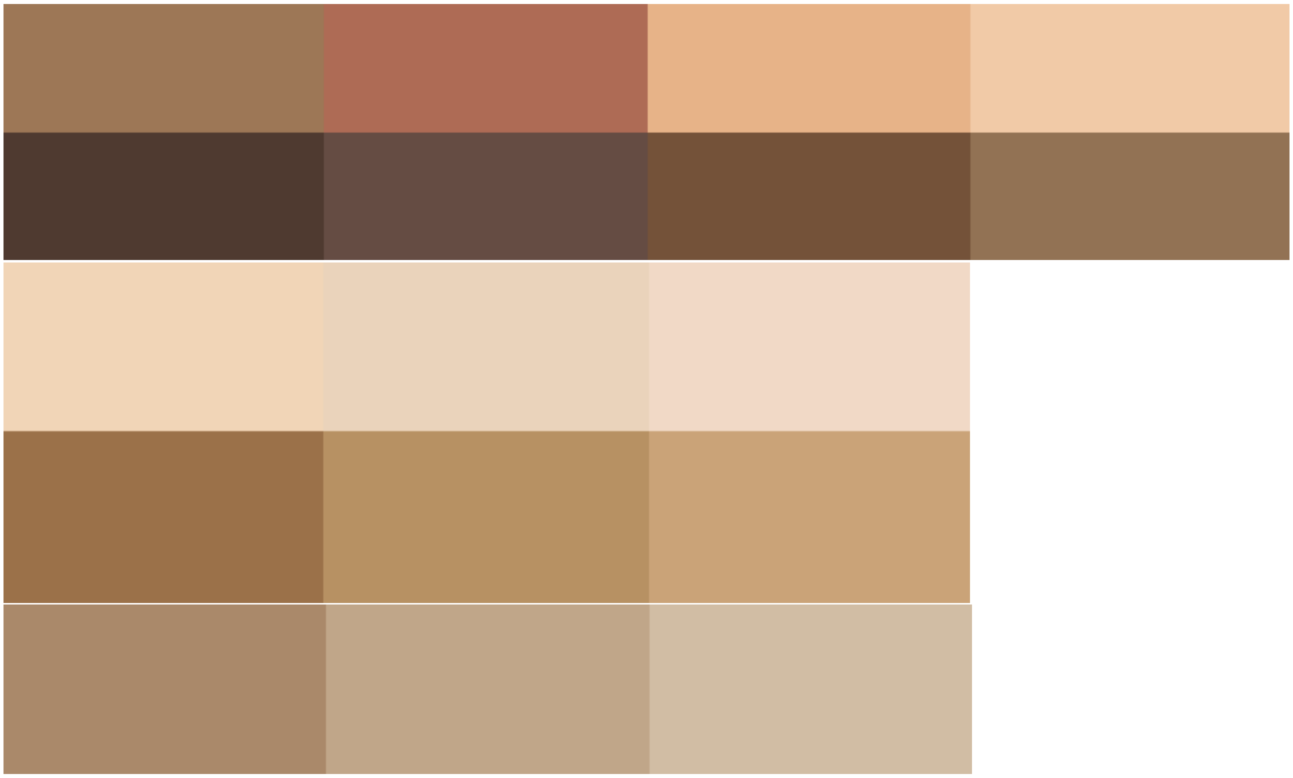
SW 0065 Vogue Green	SW 0066 Cascade Green	SW 0067 Belvedere Cream	SW 0068 Copen Blue
SW 0069 Rose Tan	SW 0070 Pink Shadow	SW 0071 Orchid	SW 0072 Deep Maroon

Benjamin Moore: *Historical Color Collection*

Reds:



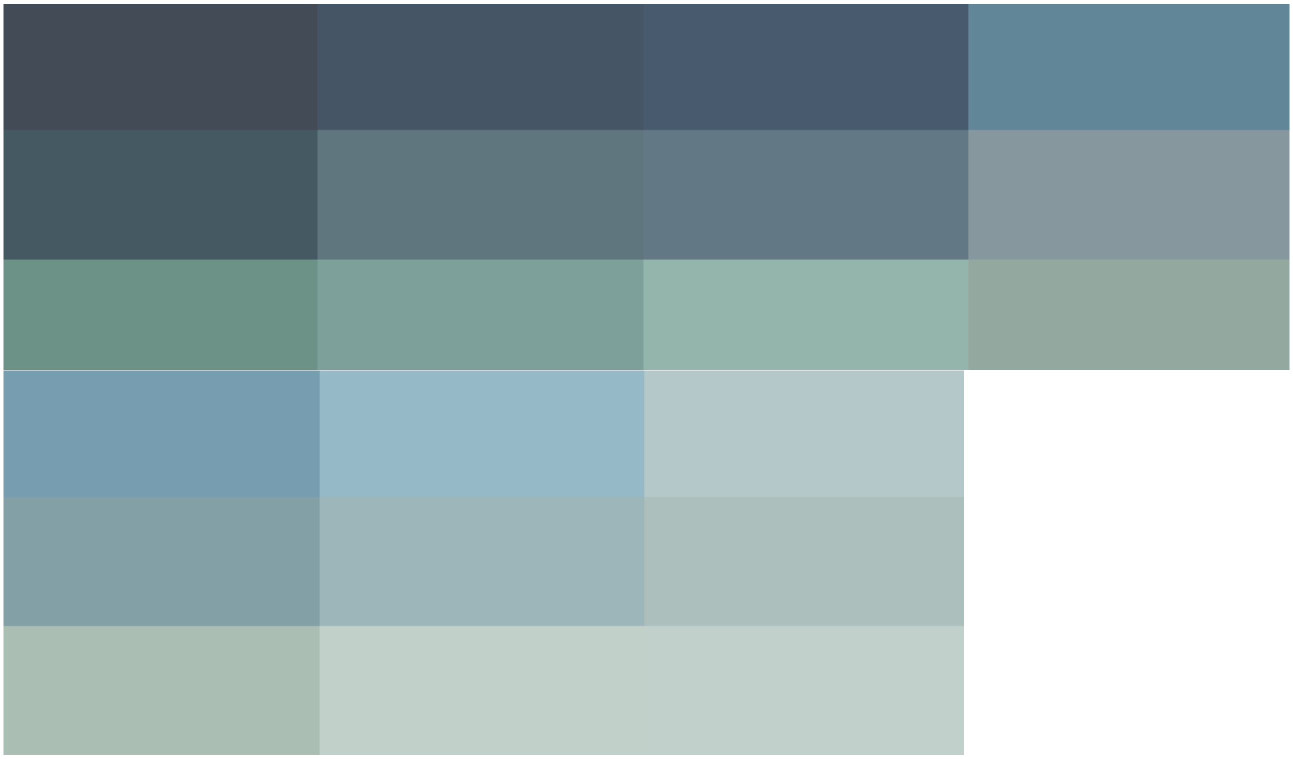
Oranges:



Yellows:

Greens:

Blues:



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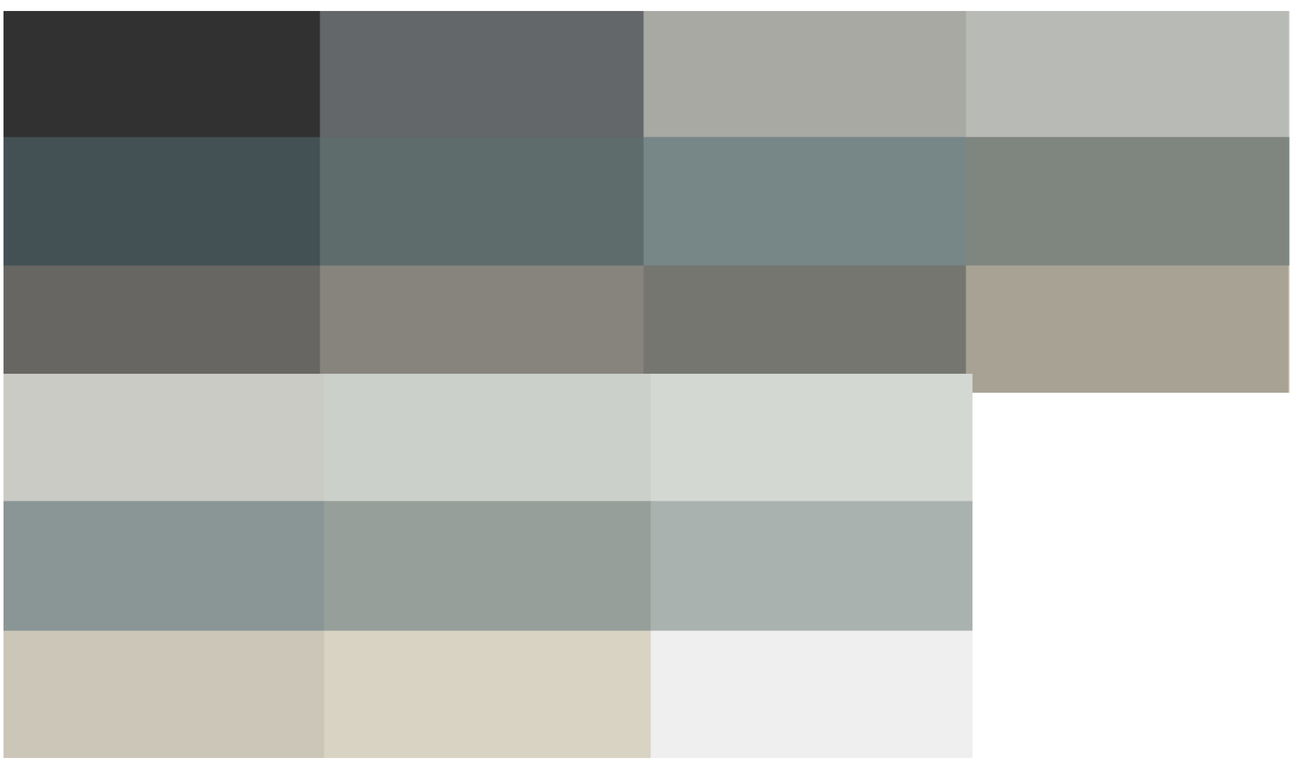

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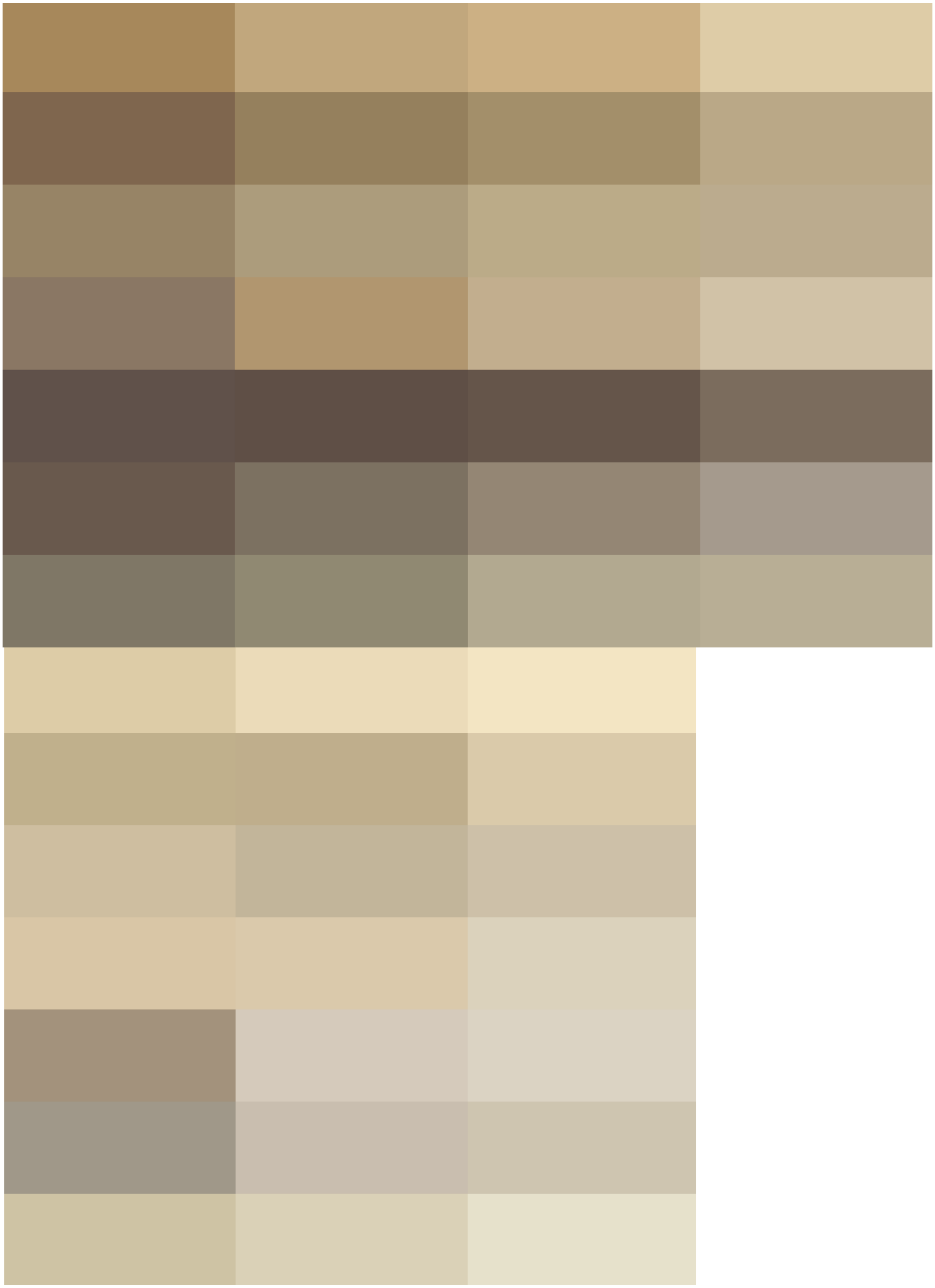

THE GEORGIA HISTORIC PRESERVATION ACT

Georgia Historic Preservation Act

44-10-1 Chapter 10: Historic Preservation44-10-1

Article 1: Facade and Conservation Easements

Section:

Article 2: Ordinances Providing for Historical Preservation

Section

ARTICLE 2
ORDINANCES PROVIDING FOR HISTORICAL PRESERVATION

44-10-20. Short Title

This article shall be known and may be cited as the "Georgia Historic Preservation Act." (Ga. L. 1980, p. 1723, section 1.)
44-10-21. Legislative purpose; intent.

The General Assembly finds that the historical, cultural, and aesthetic heritage of this state is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity, and general welfare of the people. Therefore, in order to stimulate the revitalization of central business districts in this state's municipalities, to protect and enhance this state's historical and aesthetic attractions to tourists and visitors and thereby promote and stimulate business in this state's cities and counties, to encourage the acquisition by cities and counties of facade and conservation easements pursuant to Code Sections 44-10-1 through 44-10-5, and to enhance the opportunities for federal tax relief of this state's property owners under the relevant provisions of the Tax Reform Act of 1976 allowing tax deductions for rehabilitation of certified historic structures, the General Assembly establishes a uniform procedure for use by each county and municipality in the state in enacting ordinances providing for the protection, enhancement, perpetuation, and use of places, districts, sites, buildings, structures, and works of art having a special historical, cultural, or aesthetic interest or value. (Ga. L. 1980, p. 1723, section 2.)
U.S. Code - The federal Tax Reform Act of 1976 referred to in this section is codified as 26 U.S.C.A. paragraph 191.

44-10-22. Definitions

As used in this article, the term:
(1) "Certificate of Appropriateness" means a document approving a proposal to make a material change in the appearance of a designated historic property or of a structure, site, or work of art located within a designated historic district, which document must be obtained from a historic preservation commission before such material change may be undertaken.
(2) "Commission" means a historic preservation commission created or established pursuant to Code Section 44-10-24.
(3) "Designation" means a decision by the local governing body of a municipality or county wherein a property or district proposed for preservation is located to designate such property or district as a "historic property" or as a "historic district" and thereafter to prohibit all material changes in appearance of such property or within such district prior to the issuance of a certificate of appropriateness by the historic preservation commission.
(4) "Exterior architectural features" means the architectural style, general design, and general arrangement of the exterior of a building or other structure, including, but not limited to, the kind or texture of the building material, the type and style of all windows, doors, and signs; and other appurtenant architectural fixtures, features, details, or elements relative to the foregoing.
(5) "Historic district" means a geographically definable area, urban or rural, which contains structures, sites, works of art, or a combination thereof which:
(A) Have special character or special historical or aesthetic interest or value;
(B) Represent one or more periods or styles of architecture typical of one or more

eras in the history of the municipality, county, state, or region; and

(C) Cause such area, by reason of such factors, to constitute a visibly perceptible section of the municipality or county.

(6) “Historic preservation jurisdiction,” in the case of a county, means the unincorporated area of the county; and, in the case of a municipality, such term means the area within the corporate limits of the municipality.

(7) “Historic property” means a structure, site or work of art, including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of its value to the municipality, county, state, or region for one or more of the following reasons:

(A) It is an outstanding example of a structure representative of its era;

(B) It is one of the few remaining examples of a past architectural style;

(C) It is a place or structure associated with an event or person of historic or cultural significance to the municipality, county, state or region; or

(D) It is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the municipality, county, state, or region.

(8) “Local governing body” means the elected governing body or governing authority of any municipality or county of this state.

(9) “Material change in appearance” means a change that will affect only the exterior architectural features of a historic property or of any structure, site, or work of art within a historic district and may include any one or more of the following:

(A) A reconstruction or alteration of the size, shape, or facade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details, or elements;

(B) Demolition of a historic property;

(C) Commencement of excavation;

(D) A change in the location of advertising visible from the public right of way on any historic property; or

(E) The erection, alteration, restoration, or removal of any building or other structures within a designated historic district, including walls, fences, steps and pavements, or other appurtenant features, except exterior paint alterations.

(10) “Person” includes any natural person, corporation, or unincorporated association. (Ga. L. 1980, p. 1723, section 3.)

44-10-23. Exemptions.

Cities or counties which have adopted ordinances relative to planning and zoning for historic purposes as of March 31, 1980, under authority granted by a local constitutional amendment or by any other means, including cities or counties which have subsequently replaced or amended in whole or in part such ordinances, shall not be required to comply with this article and are authorized to create and regulate historic districts, zones, or sites pursuant to their existing local historic preservation. (Ga. L. 1980, p. 1723, section 12).

44-10-24. Historic preservation commission - Establishment or designation; number, eligibility, and terms of members.

(a) The local governing body of a municipality or county electing to enact an ordinance to provide for the protection, enhancement, perpetuation, or use of historic properties or historic districts shall establish or designate a historic preservation commission. Such local governing body shall determine the number of members of the commission, which shall be at least three, and the length of their terms, which shall be no greater than three calendar years. A majority of the members of any such commission shall have demonstrated special interest, experience, or education in history or architecture; all the members shall reside within the historic preservation jurisdiction of their respective municipality or county except as otherwise provided by subsection (b) of this Code section; and all shall serve without compensation. In establishing such a commission and making appointments to it, a local governing body may seek the advice of any state or local historical agency, society, or organization.

(b) The local governing body of a county and the local governing body or bodies of one or more municipalities lying wholly or partially within such county may establish or designate a joint historic preservation commission. If a joint commission is established, the local governing bodies of the county and the municipality or municipalities involved shall determine the residence requirements for members of the joint commission. (Ga. L. 1980, p. 1723, section 4.)

44-10-25. Same - Powers and duties.

Any municipal, county, or joint historic preservation commission appointed or designated pursuant to Code Section 44-10-24 shall be authorized to:

(1) Prepare an inventory of all property within its respective historic preservation jurisdiction having the potential for designation as historic property;

(2) Recommend to the municipal or county local governing body specific places, districts, sites, buildings, structures, or works of art to be designated by ordinance as historic properties or historic districts;

(3) Review applications for certificates of appropriateness and grant or deny the same in accordance with Code Section 44-10-28;

(4) Recommend to the municipal or county local governing body that the designation of any place, district, site, building, structure, or work of art as a historic property be revoked or removed;

(5) Restore or preserve any historic properties acquired by the municipality or county;

(6) Promote the acquisition by the city or county governing authority of facade easements and conservation easements in accordance with Code Sections 44-10-1 through 44-10-5;

(7) Conduct an educational program on historic properties located within its historic preservation jurisdiction;

(8) Make such investigations and studies of matters relating to historic preservation as the local governing body or the commission itself may from time to time deem necessary or appropriate for the purposes of this article;

(9) Seek out state and federal funds for historic preservation and make recommendations to the local governing body concerning the most appropriate use of any funds acquired;

(10) Consult with historic preservation experts in the Historic Preservation Division of the Department of Natural Resources or its successor and the Georgia Trust for Historic Preservation, Inc.; and

(11) Submit to the Historic Preservation Division of the Department of Natural Resources or its successor a list of historic properties or historic districts designated as such pursuant to Code Section 44-10-26. (Ga. L. 1980, p. 1723, section 5 .)

44-10-26. Designation by ordinance of historic properties or districts; required provisions; investigation and report; submittal to Department of Natural Resources; notice and hearing; notification of owners.

(a) Ordinances adopted by local governing bodies to designate historic properties or historic districts shall be subject to the following requirements:

(1) Any ordinance designating any property as a historic property or any district as a historic district shall require that the designated property or district be shown on the official zoning map of the county or municipality adopting such ordinance or that, in the absence of an official zoning map, the designated property or district be shown on a map of the county or municipality adopting such ordinance and kept by the county or municipality as a public record to provide notice of such designation in addition to other notice requirements specified by this Code section.

(2) Any ordinance designating any property as a historic property shall describe each property to be designated, shall set forth the name or names of the owner or owners of the property, and shall require that a certificate of appropriateness be obtained from the historic preservation commission prior to any material change in appearance of the designated property; and

(3) Any ordinance designating any district as a historic district shall include a description of the boundaries of the district, shall list each property located therein, shall set forth the name or names of the owner or owners of each property, and shall require that a certificate of appropriateness be obtained from the historic preservation commission prior to any material change in appearance of any structure, site, or work of art located within the designated historic district.

(b) No ordinance designating any property as a historic property and no ordinance designating any district as a historic district nor any amendments thereto may be adopted by the local governing body nor may any property be accepted or acquired as historic property by the local governing body until the following procedural steps have been taken:

(1) The commission shall make or cause to be made an investigation and shall report on the historic, cultural, architectural, or aesthetic significance of each place, district, site, building, structure, or work of art proposed for designation or acquisition. This report shall be submitted to the Historic Preservation Division of the Department of Natural Resources, or its successor, which will be allowed 30 days to prepare written comments concerning the report;

(2) The commission and the local governing body shall hold a public hearing on the proposed ordinance. Notice of the hearing shall be published at least three times in the principal newspaper of general circulation within the municipality or county in which the property or properties to be designated or acquired are located; and written notice of the hearing shall be mailed by the commission to all owners and occupants of such properties. All the notices shall be published or mailed not less than ten nor more than 20 business days prior to the date set for the public hearing; and

(3) Following the public hearing, the local governing body may adopt the ordinance as prepared, adopt the ordinance with any amendments it deems necessary, or reject the proposal.

(c) Within 30 business days immediately following the adoption of the ordinance, the owners and occupants of each designated structure, site, or work of art located within a designated historic district shall be given written notification of such designation by the local governing body, which notice shall apprise said owners and occupants of the necessity for obtaining a certificate of appropriateness prior to undertaking any material change in the appearance of the historic property designated or within the historic district designated. (Ga. L. 1980, p. 1723, section 6.)

44-10-27. Certificate of Appropriateness - When required; local or state actions.

(a) After the designation by ordinance of a historic property or of a historic district, no material change in the appearance of the historic property or of a structure, site, or work of art within the historic district shall be made or be permitted to be made by the owner or occupant thereof unless and until application for a certificate of appropriateness has been submitted to and approved by the commission. Such application shall be accompanied by such drawings, photographs, or plans as may be required by the commission.

(b) The Department of Transportation and any contractors, including cities and counties, performing work funded by the Department of Transportation are exempt from this article. Local governments are exempt from the requirement of obtaining certificates of appropriateness; provided, however, that local governments shall notify the commission 45 business days prior to beginning any undertaking that would otherwise require a certificate of appropriateness and allow the commission an opportunity to comment. (Ga. L. 1980, p. 1723, section 7.)

44-10-28. Same - Review of application; procedure; approval, modification, or rejection; negotiations for acquisitions; variances; appeals.

(a) Prior to reviewing an application for a certificate of appropriateness, the commission shall take such action as may be reasonably required to inform the owners of any property likely to be affected materially by the application and shall give the applicant and such owners an opportunity to be heard. In cases where the commission deems it necessary, it may hold a public hearing concerning the application.

(b) The commission shall approve the application and issue a certificate of appropriateness if it finds that the proposed material change in appearance would not have a substantial adverse effect on the aesthetic, historical, or architectural significance and value of the historic property or the historic district. In making this determination, the commission shall consider, in addition to any other pertinent factors, the historical and architectural value and significance; architectural style; general design, arrangement, texture, and material of the architectural features involved; and the relationship thereof to the exterior architectural style and pertinent features of other structures in the immediate neighborhood.

(c) In its review of applications for certificates of appropriateness, the commission shall not consider interior arrangement or uses having no effect on exterior architectural features.

(d) The commission shall approve or reject an application for a certificate of appropriateness within 45 business days after the filing thereof by the owner or occupant of a historic property or of a structure, site, or work of art located within a historic district. Evidence of approval shall be by a certificate of appropriateness issued by the commission. Failure of the commission to act within the 45 day period shall constitute approval, and no other evidence of approval shall be needed.

(e) In the event the commission rejects an application, it shall state its reasons for doing so and shall transmit a record of such action and the reasons therefor, in writing, to the applicant. The commission may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he so desires, may make modification to the plans and may resubmit the application at any time after doing so.

(f) In cases where the application covers a material change in the appearance of a structure which would require the issuance of a building permit, the rejection of an application for a certificate of appropriateness by the commission shall be binding upon the building inspector or other administrative officer charged with issuing building permits; and, in such a case, no building permit shall be issued.

(g) Where such action is authorized by the local governing body and is reasonably necessary or appropriate for the preservation of a unique historic property, the commission may enter into negotiations with the owner for the acquisition by gift, purchase, exchange, or otherwise of the property or any interest therein.

(h) Where, by reason of unusual circumstances, the strict application of any provision of this article would result in exceptional practical difficulty or undue hardship upon any owner of any specific property, the commission, in passing upon applications, shall have the power to vary or modify strict adherence to the provisions or to interpret the meaning of the provision so as to relieve such difficulty or hardship; provided, however, that such variance, modification, or interpretation shall remain in harmony with the general purpose and intent of the provisions so that the architectural or historical integrity or character of the property shall be conserved and substantial justice done. In granting variations, the commission may impose such reasonable and additional stipulations and conditions as will in its judgment best fulfill the purpose of this article.

(i) The commission shall keep a record of all applications for certificates of appropriateness and of all its proceedings.

(j) Any person adversely affected by any determination made by the commission relative to the issuance or denial of a certificate of appropriateness may appeal such determination to the governing body of the county or municipality in whose historic preservation jurisdiction the property in question is located; and such governing body may approve, modify and approve, or reject the determination made by the commission if the governing body finds that the commission abused its discretion in reaching its decision. The ordinances adopted in conformity with Code Section 44-10-26 shall specify the procedures for the review of decisions of the commission by the governing body of the county or municipality involved. Appeals from decisions of the governing body made pursuant to this article may be taken to the superior court in the manner provided by law for appeals from a conviction for municipal or county ordinance violations (Ga. L. 1980, p. 1723, section 8.).

44-10-29. Certain changes or uses not prohibited.

Nothing in this article shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on a historic property, which maintenance or repair does not involve a material change in design, material, or outer appearance thereof, nor to prevent any property owner from making any use of his property not prohibited by other laws, ordinances, or regulations. (Ga. L. 1980, p. 1723, section 9.)

44-10-30 Court action or proceedings to prevent improper changes or illegal acts of conduct.

The municipal or county governing body or the historic preservation commission shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in the appearance of a designated historic property or historic district, except those changes made in compliance with the provisions of an ordinance adopted in conformity with this article, or to prevent any illegal act or conduct with respect to such historic property or historic district. (Ga. L. 1980, p. 1723, section 11.)

44-10-31. Violation of this article; penalties.

Violation of any ordinance adopted in conformity with this article shall be punished in the same manner as provided by charter or local law for the punishment of violations of other validly enacted municipal or county ordinances. (Ga. L. 1980, p. 1723, section 10.)

Exterior Materials and Colors

Goals

Materials chosen for the exterior of a building are a significant component in the appearance and “feel” of a building. Certain materials have an air of permanence, such as brick and stone. Wood is a natural material that can be utilized in a variety of finishes for different looks. Wood can also last indefinitely with periodic repair and repainting as long as it is kept free from moisture. As new technologies emerge in the building industry, materials may be introduced that resemble traditional building materials in appearance, especially regarding exterior cladding. New, composite materials (typically a combination of wood and plastic fibers) may be considered for use in the DDD as long as they can meet or exceed the performance of the material they are imitating. It is important that alternate materials closely replicate original materials in size, texture, profile and surface treatment. Well-known alternate materials that do not perform well over time, and that do not replicate the appearance of original materials, include vinyl and metal siding. Metal siding can corrode or dent, and vinyl can melt, crack and distort as it contracts and expands with changes in temperature. Metal and vinyl siding are not permanent replacement materials and require yearly maintenance. Synthetic stucco systems (foam backed panels with applied stucco veneer) are another material that does not conform to the durability, texture or surface treatment of traditional stucco. Significant attention must be given to the application of stucco for it to perform appropriately.

Guidelines for All Development Types

3.5.1.1 The façade treatments should contain uniformity in use of materials. The use of architectural materials only on the front elevation of a residence is prohibited.

3.5.1.2 The façade of a building facing or visible from public right-of-way shall contain a combination of architectural treatments, windows, and doors such that the maximum allowable unbroken façade distance for each building or side of building visible from the right-of-way shall be twenty (20) feet. Such controls shall pertain to both the vertical and horizontal elevations. All commercial buildings should have a distinguishable base and cornice for each level of the building.

3.5.1.3 “Blank facades” that do not feature windows, doors or architectural treatments are strictly prohibited from the DDD.

3.5.1.4 Gutters and downspouts that are specifically designed for the task must be used; the use of PVC conduit, piping and other such materials that are not specifically designed as gutters or downspouts is prohibited.

3.5.1.5 All building facades must be designed to have a recognizable base, field and fascia/cornice.

3.5.1.6 Multi-family residential and commercial buildings must be designed to provide façade articulation, including the use of façade projections (12” minimum), changes in siding texture or material, use of detail such as trim and brackets, or the addition of windows, porches or balconies.

3.5.1.7 Building elements and façade details must be proportional to the scale of the building.

3.5.1.8 When building materials are applied to the exterior of a building they should be detailed to provide proper drainage so that water does not accumulate on flat areas or decorative crevices. Excessive moisture can cause mortar joint deterioration, metal corrosion and wood deterioration.

3.5.1.9 Approved building materials include brick, stone, wood, and wood shakes/shingles.

Exterior Materials and Colors

Guidelines for All Development Types

3.5.1.10 Alternative building materials approved through the design review process include, but are not limited to, stucco, synthetic stucco, and composite materials such as hardiplank type siding. The use of most contemporary stucco products such as stucco covered foam insulation boards, or stucco/cement panels is only permitted on a case-by-case basis. Seek guidance from the ARB staff prior to considering this material. To evaluate such materials the ARB must determine in the alternative material meets the following standards:

1. Has physical properties (texture, color, dimensions) similar to those of traditional building materials; and or that it will be installed in a manner that tolerates differences;
2. At least meets similar performance expectations as those of traditional building materials; and
3. Be applied in such a manner that a passerby would not discern a difference between the composite or synthetic material from that of the traditional building it is replacing.

If an alternative material meets these required standards (determined by the ARB) it may be used within the district.

3.5.1.11 Building materials that are prohibited include, but are not limited to, plain concrete block, mirrored glass, metal siding and vinyl siding.

3.5.1.12 The application of faux veneer panels, such as brick, asphalt shingles, EFIS and plywood is prohibited.

3.5.1.13 Neutral traditional building color palettes are encouraged. Colors should blend with neighboring buildings.

3.5.1.14 Chosen colors must be approved by the ARB on a case-by-case basis. Approved color palettes include: 1. "Victorian" by Sherwin Williams; 2. "Arts and Crafts" by Sherwin Williams; 3. "Historic Colors" by Porter Paints; and 4. "Sunshades" by Porter Paints.

3.5.1.15 The painting of masonry will be approved on a case-by-case basis.

3.5.1.16 Retain and maintain original exterior materials if at all possible. Such materials can include masonry, metal, wood or other historic materials.

3.5.1.17 Regularly inspect exterior materials in order to identify, evaluate and treat causes of deterioration, such as leaking gutters, roofs or flashing; cracks or holes; faulty caulking; insect infestation or vegetative growth.

3.5.1.18 Retain historic surface treatment costings on exterior materials, such as paint or original varnishes, in order to protect the material from moisture and ultraviolet light. Paint removal is inappropriate for a historically painted surface unless deteriorated surface treatments needs to be removed prior to replacement. Careful removal of paint must be completed by hand scraping, hand sanding, thermal devices and limited use of chemical strippers where necessary.

3.5.1.19 Exterior materials that were historically unpainted must generally remain unpainted. Appropriate non-historic protective coatings may be applied to exterior materials where needed to protect the original material, such as in areas of high pedestrian use.

3.5.1.20 When replacement of exterior materials is necessary, replace only deteriorated materials and match the original material in size, shape, profile, texture, and type.

3.5.1.21 When repair or replacement of new mortar is needed, the new mortar must duplicate the old in strength, composition, color, texture, and mortar joint width. A high content of Portland cement must not be used in repointing historic masonry joints.

3.5.1.22 Historic stucco facing must be repaired with stucco mixture that comes very close to duplicating the original material in both appearance and texture.

Exterior Materials and Colors

Guidelines for All Development Types

3.5.1.23 The application of non-historic exterior siding, such as brick veneers, asphalt shingle siding, and contemporary or faux stucco products (stucco coated foam insulation board and cement panels), dryvit, metal siding, vinyl siding and plywood, over historic materials is not appropriate within the district.
3.5.1.24 The use of composite or synthetic material to replace deteriorated historic material on a building must meet one of the following circumstances: a. the unavailability of historic materials; b. the unavailability of skilled craftsmen; c. inherent flaws in the original materials; or d. code-required changes.
3.5.1.25 All construction shall include a combination of architectural treatment of brick or stone masonry, stucco, wood, or other durable materials.
3.5.1.26 The application of architectural details that do not belong to the period or style of the district is not appropriate.
3.5.1.27 Building design features must be obtained from the project's area of influence.
3.5.1.28 Architectural features must promote architectural interest.
3.5.1.29 Architectural features on new construction must have balance and not create a cluttered appearance.
3.5.1.30 All detailing of architectural elements and materials will be undertaken so that joints of dissimilar materials are kept to a minimum and are not seen from the public right-of-way. All detailing will be appropriately scaled to the new construction utilizing historic precedent.
3.5.1.31 The addition of materials, architectural details, and light fixtures that do not belong to the period or style of the historic building is not appropriate.
3.5.1.32 When deteriorated elements must be replaced, new materials must be compatible with the original in terms of size, design, and hardware.
3.5.1.33 If gutters and downspouts are deteriorated and need to be replaced, new gutters and downspouts should be similar to the original in materials and appearance.
3.5.1.34 Approved primary building materials include brick, tile masonry and stone. Primary building materials considered on a case-by-case basis include concrete that is textured or scored, split-faced block, stucco (including stucco with a smooth Cementous finish and synthetic stucco), and Hardi-Plank equivalent for siding.
3.5.1.35 Secondary building materials that are acceptable include pre-cast masonry (for trim and cornice elements only), Gypsum Reinforced Fiber Concrete (GFRC – for trim elements only), and metal (for lintels, beams, trim elements and ornamentation).
3.5.1.36 Building materials that are prohibited include metal and aluminum siding, simulated brick, plain concrete block (CMU) and mirrored glass. Portable buildings are prohibited.

Guidelines for Commercial Developments

3.5.2.1 All commercial buildings must feature a cornice, or entablature.
3.5.2.2 The use of colonnades (covered walkways, usually incorporated into a building) along large nonresidential development (more than two business enterprises) is required. This allows pedestrians to walk along storefronts protected from the elements, and provides covered access to the adjacent parking.

Exterior Materials and Colors

Guidelines for Commercial Developments

3.5.2.3 Roof parapets must be designed to provide visual diversity. Parapets shall include architectural features at least every 60 linear feet. The minimum height of design features shall be one foot and may be provided in height offset or façade projections such as porticoes, towers, or gable features.

3.5.2.4 Rear and side facades of buildings that face a street, parking lot or public way must be of finished quality. These alternate façades must address the street through façade articulation, material selection or openings, or they may be attractively screened with landscaping, as appropriate. Service doors or open bays must be screened or designed as part of the overall building.

3.5.2.5 Appropriate non-residential architectural features to this character area include, but are not limited to: knee brackets, lookouts, entablatures, decorative banding, corner boards, and porte-cocheres.

3.5.2.6 Shutters must not be added to buildings that did not historically feature shutters.

3.5.2.7 Awnings must be made of weather-resistant cloth or an equivalent, vinyl, metal or glass.

3.5.2.8 Approved roofing materials for pitched roofs include metal standing seam, composition shingles that are uniform in color and appearance, and other shingle materials that approximate the appearance of slate, tile or metal. Matte, natural surfaces are encouraged. Polished, glossy or reflective surfaces are prohibited.

3.5.2.9 All construction shall include a combination of architectural treatment of brick or stone masonry, stucco, wood, or other durable materials. Any buildings that would like to use other materials shall submit design to the ARB for approval.

Guidelines for Residential Developments

3.5.3.1 All residential construction shall include a combination of architectural treatments, such as brick or stone masonry, stucco, wood, or other durable materials. If masonry materials are used a minimum of (3) three facades must use the masonry material.

3.5.3.2 The reveal (exposed portion) of siding will be a minimum of four inches and shall not exceed six (6) inches.

3.5.3.3 Corner boards should have the same width and depth as the siding reveal, and are not permitted to be greater than two inches of the siding reveal, or less than one inch of the siding reveal.

3.5.3.4 When historical documentation exists, new shutters must be appropriate to the style and period of the building in terms of material and design.

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

City of Norcross

Legislation Details (With Details)

File #:	22-6572	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Code of Ordinances Sec 8-318 Temporary Outdoor Activities Language Clarification		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Temporary Outdoor Activities
2. Section 8-318 Proposed Language Edits

Title
Code of Ordinances Sec 8-318 Temporary Outdoor Activities Language Clarification

Drafter
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COUNCILMEMBER **BRUCE GAYNOR** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP, Assistant City Manager

Agenda: September 19, 2022, Policy Work Session

Agenda #: 22-6572

Item: Code of Ordinances Sec 8-318 Temporary Outdoor Activities language clarification

CC: Eric Johnson

Recommendation
Staff:
The Community Development and Planning Department in consultation with the City Legal recommends editing Sec 8-318 regarding Temporary outdoor activities to include specific language that addresses duration of temporary retail activities associated with permitted temporary activities.

Background

The city has received a request to permit a temporary consumer fireworks sales stand in conjunction with recognized seasonal federal holidays. Temporary activities are allowed under the ordinance in conjunction with recognized seasonal federal holidays and retail sales are currently allowed for a period of 20 days as part of a temporary activity. While the ordinance takes up these activities, there are different time limitations approved for seasonal holiday sales such Christmas tree sales (November 1-December 31), and pumpkin and gourd (September 15-October 31) sales. Activities such as carnivals are also allowed however, the ordinance does not specifically address temporary consumer fireworks sales.

As you will recall, the city amended the noise ordinance to address dates when consumer fireworks could be used within the city. The City's ordinance mirrors Georgia

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law in that consumer fireworks can be used on December 31st and January 1st, the last Sunday in May, July 4th and the first Monday in September.

Staff is concerned that the lack of language in the ordinance may lead to a number of requests for temporary consumer fireworks stands to be permitted surrounding the wide federal holiday calendar. The proposed ordinance changes would allow the permitting of temporary consumer fireworks stands appropriate to the recognized holiday calendar where consumer fireworks are approved for use in Norcross.

In addition, it was noted that there is a disparity between Sec 8-318 and Sec 8-319 with respect to the time limit for temporary retail display particularly as it applies to brick-and-mortar retailers. For a temporary transient activity with an associated retail sale, the time limit is 20 days. Brick-and-mortar retailers are limited to seven days. Staff propose making the time limit for retail sales associated with a temporary activity seven days. For reference, businesses located HX downtown business district are exempt from the temporary outdoor activity and sales section that appears in the Unified Development Ordinance.

Financial Impact
None.

Consistent with Comprehensive Plan?
This request is consistent with the City's adopted 2040 Comprehensive Plan in that managing temporary transient sales and activities addresses **Goal 1** of the Plan to "*Continue to Define Norcross' Sense of Place."* and **Goal 4** *"Maintain a vibrant economy and continue to facilitate job growth."*

Attachments

Section 8-318 Proposed Language Edits

Update

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Sec. 8-318. Temporary outdoor activities.

Temporary outdoor activities shall be governed by the following regulations:

(a) *[Temporary outdoor activities.]* Temporary outdoor activities shall include the sale of retail merchandise associated only with recognized seasonal federal holiday activities, **fireworks,** Halloween, the sale of farm produce, and carnivals from a property which is vacant or which contains a separate and distinct primary use from the merchandise being sold.

(1) Mobile food services and the preparation of raw foodstuff on site shall not be permitted as a temporary outdoor sales activity, with the following exemptions:

a. Food and concessions associated with carnivals shall be conducted under the liability umbrella of the operator's license;

1. Sale of preprepared and prepackaged items or other nonhazardous food items and food service typically associated with a seasonal/holiday activity [and] requiring minimal handling and preparation shall be permitted subject to review on a case by case basis, and licensing requirements as set forth in subsections 8-320(a)(3), and 8-320(b)(1) through (5),

2. Retail sales of beverages, [pre]prepared and prepackaged foods, individually wrapped ice cream and snack-type edibles, or other commissary-wrapped food maintained at proper temperatures is permitted.

3. Cooking of food from a raw state shall not be allowed. The heating of preassembled, prepackaged and/or precooked food is allowed.

(2) All proposed food service is subject to review and approval by Gwinnett County Environmental Health Department.

a. The Food and Drug Administration has published laws and regulations regarding approved food and beverage items which may be sold by pushcart operators and temporary outdoor activity vendors. No items of any kind, other than those food and beverage items allowed in Food and Drug Administration regulations shall be sold or dispensed by pushcart operators and/or temporary outdoor activity vendors.

b. Each temporary outdoor activity or mobile pushcart vendor shall meet the Food and Drug Administration Food Service Sanitation Standards and state applicable rules and/or regulation for food storage and dispensing.

(3) **The concurrent s**~~S~~ale of goods and services not customarily associated with seasonal holiday activities, Halloween, farm produce, **fireworks** or carnivals is prohibited.

(4) No operator, employee, or representative of the operator of a temporary outdoor activity shall solicit directly from the motoring public.

(b) *Permit required.*

(1) A temporary outdoor activity permit shall be required, issued and approved by the Community Development Department. The issuance of such a permit shall require an initial fee of $50.00.

a. Applicant shall be required to submit, as a condition of the application, a dimensioned site plan or legal survey clearly showing building location, striped parking spaces, distances of building to right-of-way and parcel lines.

b. Applicant shall be required to submit, as a condition of the application, the following information: parcel acreage; linear dimension of building and/or suite frontage; square footage of building and/or suite, whichever is applicable.

c. Applicant will be required to submit, as a condition of the application, proof of insurance.

1. Proof of insurance can be satisfied by documentation of an insurance policy issued by an insurance company licensed to do business in the state protecting the licensee and the city from all claims for damages to property and bodily injury which may arise from operations in connection with the temporary outdoor activity.

2. Such insurance shall provide that the policy shall not terminate or be cancelled prior to the expiration date without two weeks' advance notice to the city.

(2) A valid business license shall be required in conjunction with the temporary outdoor activity permit.

(3) Written notarized permission from the property owner shall be obtained and submitted by the applicant to the City of Norcross Community Development Department prior to issuance of a temporary outdoor activity permit.

(4) A temporary outdoor activity license shall be issued by the licensing and revenue manager of the City of Norcross General Government Administration Department, and must be displayed in a visible location at all times during the period of the event.

(5) Temporary signage is not permitted unless a separate temporary sign permit is acquired as allowed by the zoning regulations of the city.

(6) Events associated with charitable or nonprofit organizations are subject to the following additional requirements:

a. Submittal of a notarized affidavit identifying a bona fide nonprofit organization status.

b. Exempt from the fee requirements as set forth herein.

(c) *[Coordination of certain events.]* Special annual events which are conducted on public property and City-sponsored activities are coordinated through the Cultural Arts and Community Center Department.

(d) *Where permitted.* Temporary outdoor activities shall be permitted only as allowed by the zoning regulations of the city.

(e) *Lot and parcel restrictions.*

(1) A minimum lot size of two acres is required for any temporary outdoor activity.

(2) A temporary outdoor activity may be held on a vacant parcel.

(3) A temporary outdoor activity may be held on parcels where the temporary outdoor activity is not associated with the principal use of the property.

(4) On a parcel size of five acres or larger, two temporary outdoor activities may be permitted simultaneously, to be determined by the Community Development Department on a case-by-case basis.

(5) Temporary outdoor activities other than the exemption of an activity held on a vacant, undeveloped lot shall be conducted on a paved surface only.

(6) Temporary outdoor activities shall be permitted only on property where such activities shall not disrupt controlled vehicular ingress and egress.

(7) Temporary outdoor activities shall not occupy required off-street parking spaces in association with a principal building on the subject site. Required parking spaces shall be calculated on principal building square footage.

(8) All exterior lighting utilized in conjunction with temporary outdoor activities shall not be visible beyond the limits of the immediate site from which it originates.

a. Spotlights and/or high-temperature process lighting is prohibited.

(f) *Setback and structure requirements.*

(1) All temporary outdoor activities, including installation or erection of associated temporary display and sales structures, must be set back 50 feet from a county or state right-of-way.

(2) All temporary outdoor activities, including installation or erection of associated temporary display and sales structures, must be set back 30 feet from a local right-of-way.

a. Temporary structures and coverings, such as umbrellas, shade structures, and open-sided tents are permitted associated with seasonal and holiday activities.

b. Temporary mobile buildings are permitted only in association with a carnival, and are **subject to the approval of the Chief Building Official or his/her designee**~~exempt from the requirements of Zoning Code section 115-14, Modular or mobile buildings~~.

(3) Carnivals may be permitted as a temporary outdoor activity so long as no structure or equipment is located within 500 feet from the closest boundary of a residential property.

(4) Temporary outdoor activities may not be located within or encroach upon any drainage easement, public sidewalk or right-of-way, fire lanes, designated loading areas, driveways, maneuvering aisles, or ADA minimum four-foot sidewalk width within private sidewalks or other areas intended for pedestrian movement.

(g) *Duration of temporary outdoor activities.*

(1) **Except as provided herein, a**~~A~~ll temporary outdoor activities, ~~with the following exemptions for Christmas tree sales and Halloween/pumpkin patch sales,~~ are permitted for a period of ~~20~~ **seven** consecutive days from the date of initiation of the temporary outdoor activity. **Temporal limitations on Christmas tree, Halloween/pumpkin patch, and fireworks sales are enumerated below:**

a. Christmas tree sales shall be permitted between November 1 and December 31 due to the seasonal nature of such sales.

b. Pumpkin and Halloween seasonal sales shall be permitted between September 15 and October 31 due to the seasonal nature of such sales.

c. Fireworks sales shall be limited to a period of seven consecutive terminating after the following days:

1. January 1st

2. The last Sunday in May

3. July 4th

4. The first Monday in September

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(2) A second permit for a temporary outdoor activity on the same property within a calendar year may not be applied for or renewed within six months from the date of a prior approval of a temporary outdoor activity**, with the exception of fireworks sales**.

(3) Operations are limited to a maximum 12-hour period per day.

(4) Operations must cease by 9:00 p.m. on weekday evenings (Sunday through Thursday) and 10:00 p.m. on weekend evenings (Friday and Saturday).

(5) The premises shall be cleaned and cleared of all litter, trash and debris and restored by the last day specified for such use.

(h) *Applicability to Other Provisions.* Nothing in this Section shall be construed as modifying or amending the City's noise ordinance as provided in Article II of Chapter 26 of the Norcross City Code or permitting the use or ignition of fireworks beyond those days explicitly identified in the noise ordinance or as otherwise provided in the Norcross City Code.

(Ord. No. 21-2009, pt. I, 12-7-2009; Ord. No. 08-2019 , § III, 6-3-2019)

City of Norcross

Legislation Details (With Details)

File #:	22-6573	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Execution of Contract with ARC for Town Center LCI Update		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report- Execution of Contract With ARC for Town Center LCI Update
2. ARC Contract

Title
Execution of Contract with ARC for Town Center LCI Update

Drafter
Tracy Rye

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

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP, Assistant City Manager

Agenda: September 19, 2022 Policy Work Session

Agenda #: 22-6573

Item: Execution of Contract With ARC for Town Center LCI Update

CC: Eric Johnson

Recommendation

Based on the Community Work Program item LU.3—Update Town Center LCI Study in 2022, the Community Development and Planning Department recommends executing the attached contract with the Atlanta Regional Commission (ARC) for the Livable Centers Initiative (LCI) update to the City's existing Town Center LCI. This contract has been reviewed by Legal.

Background

Norcross has been the recipient of several LCI awards for studies and projects over the last several years. Earlier this year, the City was awarded a grant totaling $200,000 ($160,000 in ARC funds with a $40,000 match on the part of Norcross) to complete the update to the Town Center LCI study.

With the approval of the ARC, the City issued an RFP to solicit qualified firms to aid the City in this endeavor. A review committee comprised of City staff is currently reviewing all of the proposals for this project. For reference, with ARC's knowledge, the City also plans to run this process concurrently with the required update to the City's Comprehensive Plan in order to achieve economies of scale in the public engagement process. The City's Comprehensive Plan update is funded separately and not subject to the attached agreement from ARC.

Financial Impact
Based on an estimated $200,000 total study cost, the financial impact for the City in an 80/20 matching plan is $40,000. The City has accounted for a total of $200,000 in the Capital Budget for the LCI, with $160,000 of that amount being reimbursable by ARC throughout the project.

Consistent with Comprehensive Plan?
This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan as it addresses Community Work Program Item LU.3 – Updated Town Center LCI

Next Steps
Mayor and Council meeting, Monday, October 3, 2022, 6:30 PM
Execution of agreement

Attachments
ARC Contract

Update

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this 15th day of August, 2022, by and between City of Norcross, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.

2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.

3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before October 31, 2024.

4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed $160,000.

5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or er authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the

method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

   Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.

9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker’s Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

10. Indemnification. The Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees form and against losses, reasonable attorney’s fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.

11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

    All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.

15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.

16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.

17. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

18. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

19. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

20. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.

21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent,

Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.

25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data

or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.

28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.

29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends $750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

a. For all agreements:

i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.

ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

b. For agreements involving either full or partial federal financial assistance for construction projects(s):

i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.

c. For agreements exceeding $100,000.00 in federal financial assistance:

i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.

d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

31. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization

Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

32. <u>Termination for Mutual Convenience</u>. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.

33. <u>Termination for Convenience</u>. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

34. <u>Termination of the Agreement for Cause</u>. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or

if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.

36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.

37. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by ARC's Chief Operating Officer who, after advisory consultation with all appropriate ARC officials (e.g., General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Chief Operating Officer shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the ARC Office of General Counsel.

The decision of the Chief Operating Officer shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the Chief Operating Officer shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty

(20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the Chief Operating Officer. A copy of the decision shall also be furnished to the ARC Office of General Counsel.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the Chief Operating Officer's decision.

Nothing in the foregoing shall be construed as making final the decisions of the Chief Operating Officer or the Executive Director as such decision relate to question of law.

38. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.

39. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

CITY OF NORCROSS, GEORGIA

____

By: ______________________________

Title: ______________________________

ATTEST:

ATLANTA REGIONAL COMMISSION

____
ARC Assistant Secretary

By: ______________________________
Executive Director

By: ______________________________
Chairman

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) subelement:

202CAS - Livable Centers Initiative Investment Policy Studies (LCI)

II. Area covered: All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects within the Norcross LCI area as proposed in Exhibit A-1. The study area may extend beyond these limits if needed for logical termini purposes.

III. Goal: Portions of the Atlanta Metropolitan Transportation Planning Area are in maintenance for both ozone and PM2.5 standards under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit, and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program. Improving safety and walkability will result in the increases in the alternatives to driving alone.

IV. Work Tasks:

The City of Norcross (Sponsor) will prepare an update to the Norcross Town Center LCI. The purpose of this study is to keep the LCI plan relevant and produce new recommendations for implementation. The overall intent of the LCI plans should not change, and updated goals, policies, and action strategies must remain consistent with the LCI program goals.

The Sponsor and ARC anticipate the following outcomes from the study to be:

- Inform stakeholders and residents about the vision and goals for the LCI area.
- Develop a framework of policies and programs to help accomplish the vision
- Develop guidance for development type, scale, and character in the study area that supports its historic downtown.
- Identify key redevelopment sites and strategies to activate them
- List and prioritize implementation strategies, specifically for public investment in the downtown area
- Develop transportation investments that provide for safe movement of pedestrians. bicycles, and transit in, through, and around the LCI area, especially across Buford Highway.
- Develop guidance for development and placement of EVCI within the LCI area.
- Review and update zoning regulations in study area with an emphasis placed on regulations that support LCI priority areas.

The work to be accomplished under this contract is divided into the following tasks:

Task 1 – Existing Plan Assessment:

The goal of this task is a thorough review and assessment of existing conditions within the study area including a review of the current LCI plans and other relevant studies. The focus of the assessment will include, at a minimum, the following:

- Review the most recent LCI action plans and identify the status of each item listed.
- Review existing plans' proposals for future land uses, development, zoning, transportation, and public facilities and compare to conditions "on the ground" today.
- Conduct additional technical analysis on subareas that have changed significantly since the last plan update, including a parking analysis and a walkability assessment.
- Analyze and document existing conditions and issues related to land use, transportation, stormwater, housing, and infrastructure within the study area.
- Trip reduction analysis of the town center area.

Task 2 – Housing and Market Analysis:

The goal of this task is the preparation of a market and housing analysis that supports the plan recommendations and ensures the proposed plan is realistic.

The focus of the assessment will include, at a minimum, the following:

- Level of market opportunity and depth by land use and product type (i.e. how much and what type of retail is needed, overbuilt, etc.).
- Demand and feasibility assessment for housing (by type and cost), retail, office, and other uses within the LCI area and assessment of competing uses in districts near the LCI area.
- Develop customer profiles, which should include detailed demographics, lifestyle segmentation data, commuting patterns, actual customer spending habits, or other pertinent information.
- Identify where new development can be located to most effectively catalyze further reinvestment.
- Identify new housing development types that can be introduced within the LCI area that align with the guidance for development type, scale, and character in the study area.
- Develop recommendations that identify best practice(s) and/or development incentives or financing mechanisms for housing and economic development that align with the Regional Housing Strategy and The Atlanta Region's Plan.

Task 3 – Public Engagement:

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled citizens. The subgrantee will conduct an outreach process that promotes the involvement of all stakeholders in the study area.

The Sponsors must comply with the following:

- ARC Project Manager must be notified of all meetings taking place.
- Project information shall be uploaded to the subgrantee website to provide basic project information to the public along with project materials and meeting summaries.
- A Project Management Team shall be formed with representatives from the Sponsor and ARC.
- The subgrantee and consultant team will seek input and comments from a Project Advisory Group of major stakeholders.

The subgrantee will schedule at least three public open engagement opportunities in a format determined by the project team. The following topics/milestones should be covered by the public engagement activities (at a minimum):

- Provide an overview of the study process, the goals of the study, key dates, and opportunities for public input.
- Solicit opinions on goals and objectives of the study, community needs, strengths, weaknesses, opportunities, and threats related to transportation in the LCI area.
- Seek input and consensus on the preferred concept, typical sections, or improvements.
- Seek approval of final plan documents and concepts.

Virtual meetings and/or digital engagement activities can be used to meet the above activities.

Final Plan Review and Transportation Coordination Meetings

A transportation project coordination meeting is required to be conducted prior to finalizing the LCI plan recommendations. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (GDOT, Gwinnett County, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

The final plan review is to be at the ARC offices to discuss the plan process, issues, or unique activities that occurred, and future projects that are needed to implement the plan once the plan is complete.

Task 4 – Updated Plan

The goal of this task is to review the existing plan and update the goals, policies, and action strategies based on the findings of Task 1, 2, and 3 and prepare a detailed development concept plan. At a minimum, this plan will assess and update the LCI area's current land use patterns, environmental constraints, transportation patterns, and urban design elements, including pedestrian, bicycle, and transit access; access to jobs, retail, and neighborhood services; diversity of dwelling types; and design for healthy living and social interaction. This analysis should be coordinated with other completed studies, programs, developments, and organizations. At a minimum, this plan and study will contain the following components:

- Summary of existing conditions and issues identified in Task 1. This includes land use, zoning, transportation, housing, and infrastructure conditions.
- Assessment of current LCI plan and other relevant plans that have an impact on the plan update, also covered in Task 1.
- Vision and goals for the downtown area that address the following:
  - Mix of land uses appropriate for future growth including new and/or revised land use regulations needed to complete the development program
  - Mixed-income housing, job/housing match, and social issues such as access to healthy foods and aging in place.
- Recommended policies and programs to implement community vision.
- Recommended revisions to the zoning ordinance and development of regulations to support the vision which includes street design standards.
- Detailed implementation strategy and action plan to assist City officials in moving the plan forward that includes the recommendations from the Market and Housing Analysis.
- Site-specific recommendations for 2-3 catalytic sites in the downtown area that include a market analysis, regulatory recommendations, and visualization of key concepts.
- Temporary and short-term creative placemaking strategies.
- Guidance for the development and placement of EVCI within the LCI area.
- Transportation assessment and recommendations which include:
  - Transportation demand reduction measures.
  - Internal mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security of all modes, especially across Buford Highway.
  - Placemaking strategies including but not limited to public art, wayfinding, lighting, green infrastructure, and streetscapes.
  - Continuity of local streets in study area and extension of the street grid.
  - Conceptual renderings of the key transportation recommendations.
  - Temporary or interim transportation improvements.

Task 5 – Prepare Project Deliverables

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order) into an easy to read format:

- **Assessment of Existing Plan and Conditions from Task 1**
  - A description of the findings from Task 1 including the status of key LCI recommendations from the previous plan.
- **Summaries of the plan development process from Task 3**:
  - A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
  - A description of the public participation process used to achieve a community-supported program of improvements.
- **Updated Concept Plan and Study, including:**

- Maps, concept illustrations, and other graphic representations to support the plan including (but not limited to): the LCI area, existing land use, future land use, existing transportation facilities, and proposed transportation improvements.
- Catalytic project locations.
- Identify locations of transportation recommendations.

- **Housing and Market Analysis from Task 2:**
  - Include a summary of the Housing and Market analysis and economic development recommendations in the planning document and executive summary and provide the full report as an appendix.
- **Implementation Strategy:**
  - Describe the organizational structure and processes that will be used to ensure the action plan items are implemented. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support from local elected officials, residents, and businesses. .
  - Recommendations from the Market and Housing Analysis
  - A 100-day Action Plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success. This action plan should include short term creative placemaking measures and temporary transportation installations that the City of Norcross can undertake to test out concepts in a lighter, cheaper, faster manner.
  - A description of the changes required within zoning ordinance, development regulations and/or other locally adopted policies to support the concept plan and street design standards, with revised language for adoption, and including a committed schedule for adopting such changes.
  - An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.
  - A Schedule of Actions a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include estimated start date, completion date, cost estimate, funding sources, and responsible party. This implementation plan should include specific actions with start and end dates that implement the LCI plan, including, but not limited to:
    - A <u>prioritized</u> description of transportation improvement projects (local, state, and federal) that will support the study area goals.
    - A <u>prioritized</u> description of housing strategies, particularly for affordable and mixed-income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area. These should align with the Regional Housing Strategy recommendations.
    - A <u>prioritized</u> description of economic development and placemaking strategies.

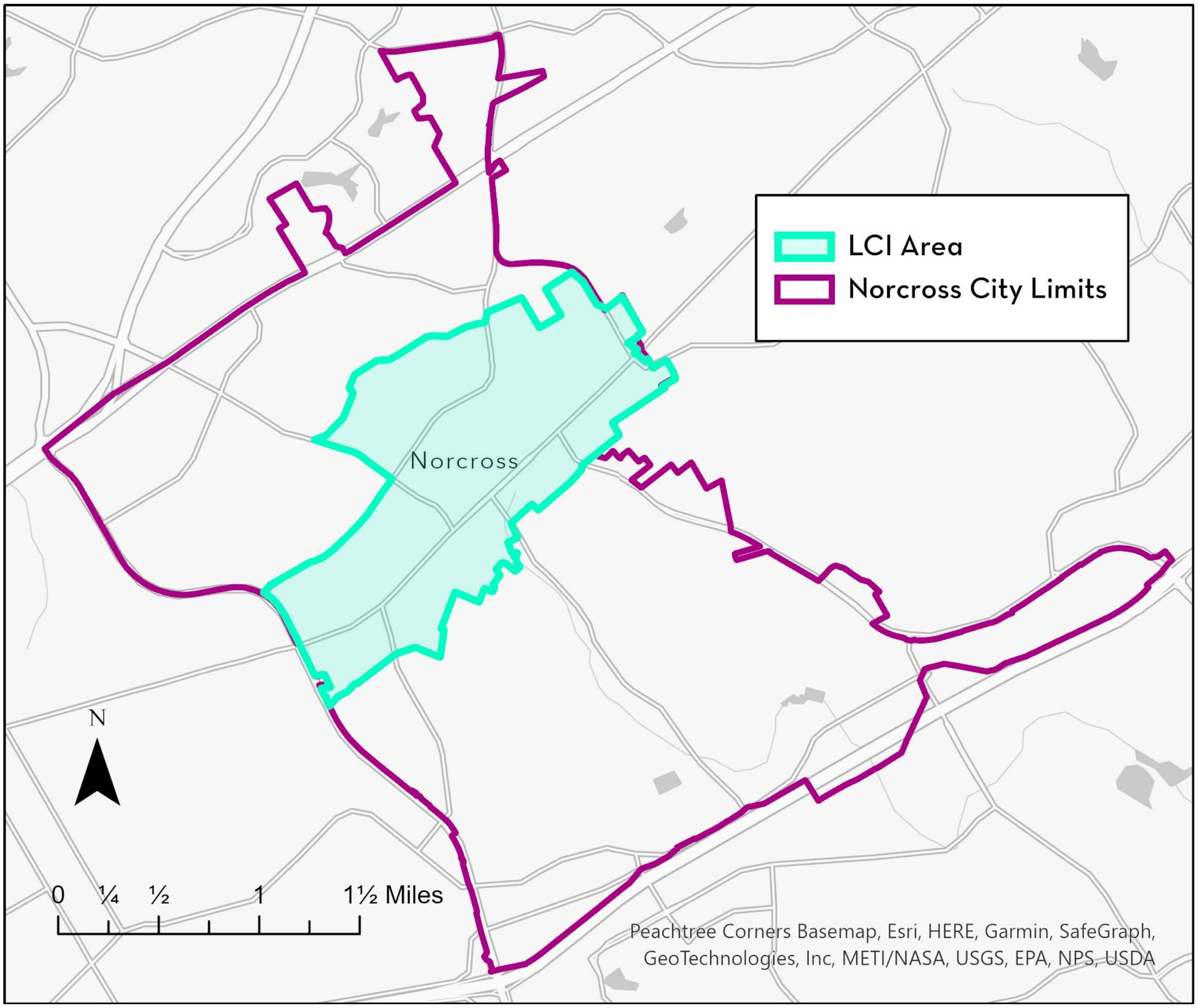
    This action list should be implementable based on the capacity of the Sponsors.
  - A prioritized description of transportation improvement projects that are longer term in nature.
  - For key projects identified by the Project Management Team, a detailed implementation guide of steps needed to implement the project.
- **Appendix**

- Assessment of existing plan.
- The full market/fiscal feasibility report.
- Detailed transportation assessment.
- Revised Land Development regulations to implement the concept plan including the street design standards.

Format of Deliverables

- PDF file of the document, any appendices, concept plans, and typical sections.
- Electronic files in their original formats with supporting graphics and GIS or other data files (Excel, InDesign, etc.).

EXHIBIT A-1
LCI Study Area



ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in "Attachment A") is $200,000. ARC's compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of $160,000. All costs in excess of $160,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, "Budget Estimate," which is attached to and made part of this contract for financial reporting, monitoring, and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively, and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee's monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee's final invoice and documents as described in "Attachment A, Task 3 – Prepare Project Deliverables" must be received by ARC no later than one month after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed $160,000 and that the Subgrantee expressly agrees that they shall do, perform, and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency, or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent: In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Chief Operating Officer, as her agent for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1

Budget Estimate

Task 1 – Existing Plan Assessment	$20,000
Task 2 – Housing and Market Analysis	$20,000
Task 3 – Public Engagement	$40,000
Task 4 – Updated Plan	$80,000
Task 3 – Prepare Project Deliverables	$40,000
Total Cost	**$200,000**
ARC Share (80%)	$160,000
Local Share (20%)	$40,000

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's COO.

City of Norcross

Legislation Details (With Details)

File #:	22-6574	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Added Capital Improvement Program (CIP) Projects		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Added Capital Improvement Program Projects
2. List of Proposed Projects and Descriptions
3. Capital Improvement Program - Proposed Additions

Title
Added Capital Improvement Program (CIP) Projects

Drafter
Eric Johnson

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

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: September 19, 2022 – Policy Work Session

Item No.: 22- 6574

Title: Added Capital Improvement Program (CIP) Projects

Recommendation – Approve added Capital Improvement Program (CIP) Projects, as referenced in backup, totaling $1,687,700.

Background – Mayor and Council reviewed and subsequently approved a list of capital projects on September 6th. Due to concerns about the need to discuss potential CIP projects, it was proposed that added projects would be brought back in September and some projects would be deferred to a City Council retreat.

Financial Impact – Each project identifies the funding source and cost. Funds are available in each funding source, as shown in the accompanying backup. In the case of the Special Investigations Fund, the adopted FY 23 budget has a surplus of $2 million, so the requested allocation of $1.2 million for the largest project listed, the New Public Safety Building, will still result in an estimated FY 23 current year surplus of more than $0.8 million.

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

Next Steps – Some additional projects will be deferred to a yet-to-be-scheduled City Council retreat.

Attachments –
List of Proposed Projects and Descriptions
Capital Improvement Program - Proposed Additions

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

CIP Project Descriptions

Tree Inventory Phase 2: $16,800

This project is currently underway looking at all publicly owned trees to identify any that are in peril or pose a risk. Phase 1 will be completed with Norcross funds and a reimbursable grant from the Georgia Forestry Council ($16,800, each party covering ½). The $16,800 identified for 2023 will be paid for by Norcross, unless additional Georgia Forestry Council funds become available. The project was separated into two phases to allow the City to appropriately budget for any tree removals that might be necessary based on the information gathered in the study.

Target Industry Study Update: $77,500

The City of Norcross completed its last Target Industry Study in 2018. It is best practice in the economic development field for a community to conduct this type of study at least every 5 years. Additionally, the COVID-related pandemic has turned the American economy that we once knew upside down. Things have changed so much amongst the American consumer and amongst local economies that, in my professional opinion, I believe municipalities across the country should strongly consider implementing a target industry study and/or refreshing the one that is currently on file. The plan is to issue an RFP for the Target Industry Study update. The figure you see is a cost estimate of what an update would look like, based on due diligence up to this point. Regarding the Bilingual Business Support Services, the proposed consultant/company to lead the program has been identified as unique in its program offerings and the way it administers them. This relates to community work program goals:

ED.1 Provide ongoing support for business recruitment, retention, and expansion initiatives
ED.7 Develop branding and PR strategy
ED.12 Expand Economic Development marketing efforts

Bilingual Business Support: $10,000

More than 40% of Norcross residents identify as Hispanic and 38% of residents speak Spanish at their respective homes (*source: U.S. Census Bureau, 2020 ACS 5-year estimates*). Additionally, the Economic Development Department has received feedback from the business community that this service would be a valuable resource for local Spanish-speaking entrepreneurs and business owners. This relates to community work program goals:

ED.1 Provide ongoing support for business recruitment, retention, and expansion initiatives
ED.4 Support small business mentoring program assistance as described in the 2011 Community Choices report
ED.12 Expand Economic Development marketing efforts
SQ.33 Provide ongoing support for BRE
SQ.37 Develop and implement Hispanic outreach to learn business needs

Unwrap/prune/rewrap downtown elm trees: $20,900

Includes removing lights from 27 elm trees on North Peachtree, pruning the trees at a cost of approximately $3,600 and replacing the lights.

Concrete Bollard Installation: $18,000

During the past 2 years there have been multiple times that the current bollards have been destroyed due to vehicles driving up/driving away in front of Webb Park along College Street. The current bollards are not durable or reusable. Replacement with concrete bollards which are more durable, have a longer life span, and can withstand hard impacts. Recently, a DUI driver knocked out one bollard drove into a commonly used public area, creating safety concerns. Once a bollard has been damaged it costs $1,476 to replace each unit; in the past, the city has replaced 5-7 bollards.

Pinnacle Park Service Driveway: $8,900
Adding concrete to the service access driveway for Pinnacle Park. The current gravel driveway quickly develops ruts on a relatively steep grade, making access difficult for heavy trucks.

Skin Alley Grease Trap Disconnection: $49,000
Grease traps are required to receive the drainage from fixtures and equipment with grease- laden waste located in food preparation areas, such as in restaurants, bars, etc. The existing sanitary sewer for 80 Skin Alley was erroneously provided via connection to the communal grease line on Skin Alley. It is the only sanitary sewer connection to that line and contaminates grease, requiring regular cleaning. Multiple applicants have inquired about the availability of the Communal Grease Line for connecting future restaurants. Prior to allowing any other restaurants from connecting to the communal grease line - the existing sanitary sewer connection is removed and routed to the existing Sanitary Sewer main located along Holcomb Bridge Road. If that alternative is not an option, each individual restaurant must install individual Grease traps to serve the restaurant's needs. The minimum grease trap allowed by Gwinnett County is a 1,500 Gallon external trap.

Citywide street signs and pavement markings: $200,000
Earlier this calendar year, City staff inventoried street signs and identified signs needing to be moved and/or replaced. In addition, pavement markings need to be refreshed or replaced in areas where resurfacing projects are not anticipated in the near future. This level of funding allows both elements of the project to move forward. Added funds will be requested as needed.

Soccer Goals: $12,400
Purchase two spare soccer goals for Summerour soccer field. The city has a yearly contract with United Futbol Academy regarding the rights to use our field. One of the terms is “maintenance and repair” which the city is responsible for. The soccer program director, Jason Smith, reports chronic difficulties with missing and damaged parts.

Splash Pad renovation: $30,000
Correct all issues to the splash pad after experiencing constant malfunctions after the original installation. The current repair contractor suspects underground plumbing as the origin of recent malfunctions, but excavation will be necessary to locate and repair related issues.

Merry-go-round: $4,200
Replace the existing merry go round with a unit that is more durable and has minimal maintenance. The existing unit has experienced chronic operational issues that could lead to safety hazards.

Lively Building IT fire suppression system $21,000
The IT room lacks a gas suppression system to protect electronic equipment.

Community Center Flooring Upgrade: $19,000

Cost estimated at $7.10/sq. ft. including installation, to replace worn flooring.

New Public Safety Building: $1.5 million
Provides initial funding for a proposed 33,000 square foot building that will incorporate both a Police Headquarters and a Municipal Court. Total cost could amount to $15-18 million depending on costs for land and site preparation, design, construction, furniture, fixtures and equipment and construction management.

Capital Improvement Program (CIP) -- Proposed Additions

Fund	Project	FY23	
Capital Project Fund ($315,300 available)			
	Tree Inventory Phase 2	$ 16,800	
	Target Industry Study Update	77,500	
	Bilingual Business Support*	10,000	
	Unwrap/prune/rewrap elm trees	20,900	
	Concrete Bollard Installation	18,000	
	Driveway @ Pinnacle	8,900	
	Skin Alley grease trap disconnetion	49,000	$ 201,100
2017 SPLOST			
	(Transportation - $1.6M available)		
	Citywide street signs and pavement marking	200,000	200,000
	(Recreation Facilities - $2.2M available)		
	Soccer Goals	12,400	
	Splash Pad renovation	30,000	
	Merry-go-round	4,200	$ 46,600
	(Admin Facilities - $40,000 available)		
	Lively Building IT fire suppression system	21,000	
	Community Center flooring replacement	19,000	$ 40,000
Special Investigations Fund ("Redspeed")			
	(FY 23 Budget has a $2.0 million surplus)		
	New Public Safety Building	1,200,000	$ 1,200,000
			$ 1,687,700

* Will be reflected as an increase to ED operating budget.

19-Sep-22

Attachment: Capital Improvement Program - Proposed Additions (22-6574 : Added Capital Improvement Program (CIP) Projects)

City of Norcross

Legislation Details (With Details)

File #:	22-6575	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Options for Securing Financing for a Public Safety Building		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Options for Securing Financing for a Public Safety Building

Title
Options for Securing Financing for a Public Safety Building

Drafters
Eric Johnson and Edmund Wall

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

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager
Edmund Wall, City Financial Advisor

Meeting Date: September 19, 2022 – Policy Work Session

Item No.: 22-6575

Title: Options for Securing Financing for a Public Safety Building

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Recommendation – Consider options for how financing may be secured as part of funding a proposed Public Safety Building to house a Police Headquarters and a Municipal Court.

Background – As the City considers how to finance a proposed Public Safety Building at the site of the former Norcross Library, it is likely that a portion of the funding may need to come from a borrowing to supplement Redspeed revenue and SPLOST revenue that are anticipated to be funding sources for the project. The City's Financial Advisor will review the following options/approaches for securing that funding:

1. Georgia Municipal Association (GMA) Lease Pool. This will be the most expensive because the City's obligation to repay is a year- to-year lease, not a full faith and credit for the whole term. In addition, there will be fees paid to GMA, and costs with Certificates of Participation.

2. Create a Public Facilities Authority. The Georgia Legislature would be requested in January to create a Public Facilities Authority (PFA) for the City. The PFA can issue a form of general obligation debt that pledges the full faith and credit of the City.

3. Create by resolution an Urban Redevelopment Agency (URA) simply by resolution. This URA will act the same as the PFA, but does not require action by the Georgia Legislature. An area/territory needs to be identified and declared as "blighted." A redevelopment plan is then adopted. The City can then issue a form of general obligation debt that pledges the full faith and credit of the City.

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4. Issue a City revenue bond secured by the IGA between the City and the County on the 2023 Special Purpose Local Option Sales Tax (SPLOST) scheduled for referendum in November. Since only SPLOST revenue is pledged as security, the coverage ratio (revenue divided by debt payment) must be higher than normal. Since it is sales tax going into a recession, coverage may need to be 1.4x – that is, annual revenue should equal or exceed 140% of the annual debt payment. The IGA for the SPLOST, however, excludes cities issuing SPLOST-backed debt.

Financial Impact – Each option has financial impacts that will reflect the method used but primarily based on the actual amount of borrowing. The anticipated structure size is about 33,000 square feet. The most recent estimate of construction costs was $425 per square foot. The City owns the library site but must remove the existing building or renovate it and include it in new structure. Other costs will include site preparation, infrastructure, and furniture, fixtures and equipment. Thirty percent of the proposed 2023 SPLOST is dedicated to Administrative Facilities and Equipment (an estimated $7.265 million over six years). A portion of that could be allocated to this project as the cash is received. In addition, more than $5 million is anticipated to be available from Redspeed revenue, which is restricted to public safety initiatives.

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

Next Steps – Depending on the option selected, staff will initiate the required action.

Attachments – None.

City of Norcross

Legislation Details (With Details)

File #:	22-6576	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Municipal Competitive Trust Resolution and Incumbency Certificate		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Municipal Competitive Trust Resolution and Incumbency Certificate
2. Form-2-Signatories and Incumbency Certificate
3. Form_MCT Signature Resolution

Title
Municipal Competitive Trust Resolution and Incumbency Certificate

Drafter
Eric Johnson and Steve Gaines

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager
Steve Gaines, Electric Superintendent

Agenda: September 19, 2022 – Policy Work Session

Agenda #: 22-6576

Item: Municipal Competitive Trust Resolution and Incumbency Certificate

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Recommendation
Approve by resolution, the Mayor and the City Manager to sign the Municipal Competitive Trust Resolution, and the Incumbency Certificate.

Background The City has funds deposited in the Municipal Electric Authority of Georgia ("MEAG Power") Municipal Competitive Trust (the "Trust"). MEAG Power requests that delegated authority to make deposits to the Trust and to communicate City decisions with respect to the Trust be executed by two independent City officials. The Mayor and City Manager have been appointed that responsibility. The Mayor's official signatory for MEAG Power expired January 3rd, 2022, at the conclusion of his prior term in office. A new certification for signatories has been requested, which would reflect the Mayor's current term of office.

Financial Impact None.

Consistent with Comprehensive Plan? There is no conflict of this item with the City's Comprehensive plan.

Next Steps On approval of the resolution, the Mayor and City Manager will sign the MEAG Power Incumbency Certificate for transmittal to MEAG Power.

Attachments
Form-2-Signatories and Incumbency Certificate Form
MCT Signature Resolution Form

Update NA

INCUMBENCY AND SIGNATORY CERTIFICATE

I, the undersigned, ___Monique Lang___, DO HEREBY CERTIFY that I am the duly appointed and acting City Clerk of_____Norcross_____. I HEREBY FURTHER CERTIFY that the below named persons have been duly appointed or elected, as applicable, have been qualified, are duly holding the offices set opposite their names on this day and the signatures set opposite their names are their genuine signatures:

Name	Office	Term Expires		Signature
Craig Newton	Mayor	01/05/2026	*	____________________
Eric Johnson	City Manager	At the pleasure of the Council	*	____________________

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the official seal of the City this ___ day of _______________, 2022.

____

By: _________________________________

[SEAL]

Its: City Clerk

Resolution of
NORCROSS

WHEREAS, the City is a Beneficiary of the Municipal Competitive Trust (the "Trust") that MEAG Power established as of January 1, 1999; and

WHEREAS, pursuant to the terms of the Trust, the City is allowed to transfer certain funds between accounts and withdraw certain funds from accounts by written direction to MEAG Power and the Trustee; and

WHEREAS, by official action of the City, a City official was delegated authority to make deposits to the Trust and to communicate City decisions with respect to the Trust to MEAG Power and the Trustee; and

WHEREAS, in order to improve the notification process, MEAG Power has requested that all written directions communicating City decisions with respect to the Trust be executed by two independent City officials; and

WHEREAS, the City, after due consideration, has determined that such procedural changes are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that henceforth **Mayor Craig Newton** and **Eric Johnson, City Manager** (together, the "Authorized Officials") are authorized to communicate City decisions with respect to the Trust by jointly executing written directions to MEAG Power and the Trustee; and

FURTHER RESOLVED that the City hereby authorizes the Authorized Officials to execute, and the City [Clerk/Secretary] to attest and deliver, certificates specifying the names, titles, term of office and specimen signatures of the Authorized Officials and other certificates and documents that MEAG Power my require from time to time to effect the purposes of the Trust and this Resolution.

This the ___day of _______, 2022.

____
Craig Newton, Mayor

ATTEST:

____
City Clerk
[SEAL]

____
Eric Johnson, City Manager

City of Norcross

Legislation Details (With Details)

File #:	22-6577	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Inter-Participant Transfer (IPT) 2023 Supplemental Power		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Inter-Participant Transfer 2023 Supplemental Power
2. Authorization Agreement - Inter-Participant Transfer 2023 Supplemental Power

Title
Inter-Participant Transfer (IPT) 2023 Supplemental Power

Drafter
Matthew Zaki and Steve Gaines

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

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

Agenda Report

To: Mayor and Council

From: Matthew Zaki, Public Works, Utilities and Parks Director
Steve Gaines, Electric Superintendent

Agenda: September 19, 2022 – Policy Work Session

Agenda #: 22-6577

Item: Inter-Participant Transfer (IPT) 2023 Supplemental Power

CC: Eric Johnson

Recommendation

Approve moving forward with ITP described contract between the City of Palmetto and the City of Norcross via MEAG Power.

Background

In every City-owned electric system, there is no generation portfolio that is neutral. As customers vacate or arrive in a system, the generation outlay is compromised. Weather also has a large effect on this situation. Some Cities will have excess, some will be deficit. The IPT allows these aspect of generation portfolios be bought and sold annually to assist both parties.
In this case, the Norcross Power generation is in the excess category. Which is typically the superior position for a utility.

Financial Impact

Norcross will transfer 9.8 MW (Capacity and Power) to the City of Palmetto for the costs indicated by MEAG Power below.

Consistent with Comprehensive Plan?

There is no conflict of this item with the City's Comprehensive plan.

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

Next Steps

Following the approval of the transfer, MEAG Power will then transfer the generation from Norcross to Palmetto. Because Norcross is excess, no additional KW's were added to the load forecast for F/Y 2023.

Attachments

1) Authorization Agreement - Inter-Participant Transfer 2023 Supplemental Power

Update

N/A

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http://www.norcrossga.net

AUTHORIZATION AGREEMENT
Year 2023 Annual Subscription
Under Supplemental Power Supply Policy
between
Municipal Electric Authority of Georgia
and

____
(Participant)

In accordance with the MEAG Supplemental Power Supply Policy, the Undersigned Participant hereby elects to: (all Participants must elect one option and return)

(i)________(Opt-out) Acquire the necessary resources for its Supplemental Power Supply Requirements itself;

(ii)_______(Annual Self Supply) acquires the necessary resources for its Supplemental Power Supply Requirements for the Power Supply year itself through an Inter-Participant Transfer (IPT) Agreement [or off system purchase power contract];

(iii)_______(Subscription) Subscribe to one or more of the power supply alternatives identified in the attached Nomination Form in specific amounts;

(iv)_______(Agent) Designate MEAG as its agent to nominate and acquire any combination of resources to optimize their Supplemental Power Supply Requirements. Please specify agency limitations if any, _________________________________;

or

(v) _______Nominate my excess capacity for supplemental at $15.37/kW-Yr plus the hourly energy market price or for reserves at $13.87/kW-Yr at DP. Supplemental will be allocated first, then any remaining amounts will be allocated to reserves. Please specify amount and limitations if any, ____.

By executing this Authorization Agreement, Participant understands that MEAG will aggregate all MEAG Participant nominations and attempt to contract for the total amount of Participant supplemental power supply requirements nominated under this Annual Subscription. Participant also understands that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements are met and assign this capacity for one or more years to those Participants deemed capacity deficient. Participant agrees that these reserve capacity purchases may be made at "market" prices from other Participants.

Participant agrees to and accepts the above nomination, this ______ day of _____________, 2022.

Participant:____________________________________

By:___________________________________

___________________________________,
Mayor or other authorized representative

City of Norcross

Legislation Details (With Details)

File #:	22-6580	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Engagement Letter with Bates Carter for Audit Preparation Services		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Engagement Letter with Bates Carter for Audit Preparation Services
2. Engagement Letter - Bates, Carter, and Co

Title
Engagement Letter with Bates Carter for Audit Preparation Services

Drafter
Paul Hanebuth

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Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: September 19, 2022 – Policy Work Session

Item No.: 22-6580

Title: Engagement letter with Bates Carter for audit preparation services

CC: Eric Johnson

Recommendation: Approve an engagement letter with Bates, Carter, and Co., LLC to perform audit preparation and assistance services for the 2022 fiscal year.

Background: Bates Carter has been assisting the city with audit preparation since 2017. The nature and quantity of services has changed over time; this engagement letter updates the scope of work provided and specifies hourly fees. Notably, the current letter specifies staff training so that internal staff can absorb some audit-related tasks in the future.

Financial Impact: The approved budget includes funds in the Contract Labor line in the Administrative Services Department and Enterprise funds for these services. While the agreement does not specify a not-to-exceed amount, the firm has earned between $50,000 and $80,000 each of the past three years. City staff anticipates a somewhat smaller amount during FY23 as some tasks are brought inhouse.The council may wish to address the portion of these services attributable to the Downtown Development Authority (DDA) in a future intergovernmental agreement.

Consistent with Comprehensive Plan? Yes; accurate financial reporting furthers the city's tradition of strong leadership and high level of quality services (Goal Six).

Next Steps: If the Council chooses to approve this item, the City Manager will sign the engagement letter authorizing Bates Carter to perform the described scope of work.

Attachments: Engagement Letter - Bates, Carter, and Co

Update

BatesCarter
Exceeding expectations. Always.

PH 770.532.9131
FX 770.536.5223
525 CANDLER STREET, NE
PO DRAWER 2396
GAINESVILLE, GEORGIA 30503
WWW.BATESCARTER.COM

August 9, 2022

CITY OF NORCROSS
ATTN: PAUL HANEBUTH, FINANCE DIRECTOR
65 LAWRENCEVILLE STREET
NORCROSS, GEORGIA 30071

We, at Bates, Carter, & Co, LLP, appreciate the opportunity to provide services to the City of Norcross, Georgia (the City) and look forward to a strong business relationship with the City in the future.

Firm Qualifications and Experience

The ability of any firm to provide professional services depends on the firm's commitment to quality and its personnel through which it provides those services.

Our firm consists of approximately 32 people (5 which are heavily involved in governmental audits) with a proper mix of partners, professional staff, administrative staff, and support staff. Our size enables us to provide a sophisticated level of service of the highest quality, yet also provide that personal service so important to many governments.

Since 1962, businesses, government entities, not-for-profits, and individuals have trusted BatesCarter for their traditional accounting, valuation, consulting, tax, and audit services. During this time, the firm has maintained a solid commitment to high standards of quality in the services it provides. This assurance of quality has been made available to the general public as a result of the firm having successfully passed the peer review examination of the Division of CPA Firms of the American Institute of Certified Public Accountants (AICPA) with an unqualified report. We are enclosing a copy of this report for your review. The peer review included a review of specific government engagements. Our audits have been accepted by federal and state agencies that have performed desk reviews during the last three years. There is no disciplinary action taken or pending against the firm during the past three years with state regulating bodies or professional organizations.

Our firm's reputation has developed because of our demonstrated ability to sense, serve, and satisfy our client's needs. Our success relies heavily on recurring engagements with satisfied clients. We view timely and responsive service as not just desirable, but as an absolute necessity. The client experience of our professionals will enable us to provide prompt responses to your accounting needs. We have been members of the AICPA governmental audit quality center since its inception. The GAQC serves as a comprehensive resource for governmental auditing and reporting guidance. As members, we demonstrate our commitment to government audit quality by adhering to GAQC standards and participating in required CPE.

Additionally, in 2018 BatesCarter became a member of the BDO Alliance USA, a nationwide association of independently owned local and regional accounting, consulting and service firms with similar client service goals. The BDO Alliance USA presents an opportunity for firms like us to expand services to clients without jeopardizing our existing relationships or our autonomy by accessing the resources of BDO USA, LLP and other Alliance members. The BDO Alliance USA is a subsidiary of BDO USA, LLP, a Delaware limited liability partnership.

Services

As your business advisors, we can provide the following range of services that would benefit the City:

- Review month close procedures, including but not limited to review of bank reconciliations, reconciliations of pooled cash accounts, and assistance preparing bank reconciliations and posting necessary journal entries
- Assistance with payroll tax returns and other payroll issues that may arise
- Employee training to perform accounting functions, as needed
- Provide consultation on grant funding and other compliance matters
- Assistance related to the Downtown Development Authority, including but not limited to compiling and recording transactions, review of agreements, and assistance preparing bank reconciliations
- Provide consulting services related to year-end audit preparation, including but not limited to adjustments related to the Municipal Court, annual reconciliation of capital outlay and debt service, adjustments to true-up balances related to property tax and utility billing receivables, and reconciliation of yearly grant activities
- Assistance to the Finance Department as needed for items not specifically outlined above

Other Relevant Information

Amanda M. Wilkson, CPA is the engagement partner and is responsible for supervising the engagement. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. A service charge will be added to past due accounts. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report.

Our hourly rates will be assessed as follows:

Partner	$265
Manager	$175
Supervisor	$125
Staff	$110

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign and return a copy to us.

Sincerely,

Amanda M. Wilkson

Amanda M. Wilkson, CPA
Bates, Carter & Co., LLP
Enclosure

Acknowledged and agreed by:
CITY OF NORCROSS, GEORGIA

____
(*Name and Title*)

____
(*Date*)

DLHC
CPAs · ADVISORS

DiPiazza LaRocca Heeter & Co. LLC
510 Office Park Drive • Suite 100
Birmingham, AL 35223
205.871.9973
www.dlhcpa.com

November 11, 2020

To the Partners of Bates Carter & Co., LLP
and the Peer Review Committee of the Georgia Society of Certified Public Accountants:

We have reviewed the system of quality control for the accounting and auditing practice of Bates Carter & Co., LLP (the firm) in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at *www.aicpa.org/prsummary*. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review, when applicable, included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Bates Carter & Co., LLP in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Bates Carter & Co. LLP has received a peer review rating of *pass*.

DiPiazza LaRocca Heeter & Co., LLC

City of Norcross

Legislation Details (With Details)

File #:	22-6581	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Engagement Letter with Rushton, LLC for Audit Services		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Engagement Letter with Rushton, LLC for Audit Services
2. Engagement Letter - Rushton

Title
Engagement Letter with Rushton, LLC for Audit Services

Drafter
Paul Hanebuth

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

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

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: September 19, 2022 – Policy Work Session

Item No.: 22- 6581

Title: Engagement letter with Rushton, LLC for audit services

CC: Eric Johnson

Recommendation: Approve an engagement letter with Rushton, LLC to perform audit services for the 2022 fiscal year.

Background: Rushton has been performing the annual audit of city finances for several years. This engagement letter updates the scope of work and increases the not-to-exceed base fee amount to $45,000. The additional fee for a single audit (if required) remains $5,000. City finances have become significantly more complex since the last agreement was signed, most notably complex debt and related transactions entered into by the Downtown Development Authority (DDA) during fiscal 2021.

Financial Impact: The approved budget included $40,000 for these services, evenly split between the General Fund and Enterprise funds. The council may wish to address the portion of audit fees attributable to the DDA in a future intergovernmental agreement; otherwise, the budget will need to be amended by $5,000-$10,000 to fund this agreement.

Consistent with Comprehensive Plan? N/A. An annual audit is required by state law.

Next Steps: If the Council chooses to approve this item, the City Manager will sign the engagement letter authorizing Rushton to perform the described scope of work.

Attachments: Engagement Letter - Rushton

Update

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

RUSHTON
ACCOUNTING & BUSINESS ADVISORS | CERTIFIED PUBLIC ACCOUNTANTS

August 10, 2022

Attn: Eric Johnson
65 Lawrenceville Street
Norcross, GA 30071

To the Honorable Mayor and
Members of the City Council
City of Norcross, Georgia

We are pleased to confirm our understanding of the services we are to provide City of Norcross, Georgia for the year ended August 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Norcross, Georgia as of and for the year ended August 31, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Norcross, Georgia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Norcross, Georgia's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules of Changes in the Net Pension Liability and Related Ratios
3. Schedule of Pension Contributions
4. Schedule of Changes in the Net OPEB Liability and Related Ratios
5. Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies City of Norcross, Georgia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining and individual fund statements.
2. Schedule of projects financed with special purpose local option sales tax.
3. Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major projects and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, and fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also require written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our prior year audit that we believe are still relevant:

- Pension plan actuarial assumptions are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.
- Pension plan disclosures are particularly sensitive because of their significance to financial statement users.

- OPEB plan actuarial assumptions are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.
- OPEB plan disclosures are particularly sensitive because of their significance to financial statement users.

We have not concluded our planning procedures for the current year audit, as such, modifications may be made to the list of significant risks of material misstatement listed above. If new significant risks are identified during our procedures, we will communicate them to you in a timely manner.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Norcross, Georgia's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of City of Norcross, Georgia's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Norcross, Georgia's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Norcross, Georgia in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and complete-ness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.
You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Georgia Department of Audits and Accounts; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rushton, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rushton's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 31, 2022 and to issue our reports no later than February 15, 2023. J. Chris Hollifield is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed $45,000 for the financial statement audit, $5,000 for the Single Audit (if required) for the first major program, and $3,000 for each additional major program. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We schedule the engagement based in part on deadlines, working conditions, and the availability of City of Norcross, Georgia's personnel. We will plan the engagement based on the assumption City of Norcross, Georgia's personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, City of Norcross, Georgia's personnel are unavailable to provide the necessary assistance and requested documentation in a timely manner as per the agreed upon schedule, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council of Norcross, Georgia. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Norcross, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Rushton, LLC

Rushton, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of City of Norcross, Georgia.

Management Signature: ______________________________________

Title: ____

Date: ____

Governance Signature: _______________________________________

Title: ____

Date: ____

City of Norcross

Legislation Details (With Details)

File #:	22-6582	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Georgia Fund 1 Resolution		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Georgia Fund 1 Resolution
2. GF1 Sample Resolution
3. GF1 Yield History

Title
Georgia Fund 1 Resolution

Drafter
Paul Hanebuth

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

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: September 19, 2022 – Policy Work Session

Item No.: 22-6582

Title: Resolution to update authorized users for Georgia Fund 1

CC: Eric Johnson

Recommendation: Approve a resolution authorizing City personnel to access the Georgia Fund 1 investment account managed by the Georgia Office of the State Treasurer (OST).

Background: The City currently has an account with the OST with a balance of approximately $50,000. However, the authorized contact list has not been updated in several years, and no current personnel have access to the account. Staff recommends authorizing the City Manager and Administrative Services Director to transfer funds between this account and the local Pooled Cash account, and further recommends authorizing read-only access for other members of the accounting staff for reconciliation and audit purposes.

Financial Impact: Interest rates are trending upward, and responsible financial stewardship therefore requires seeking investment returns to partially offset increases in debt service and other costs. Georgia Fund 1 is a conservative, efficient, and liquid investment option that will allow the City to achieve returns significantly higher than those available with a money market or checking account with very low risk.

Consistent with Comprehensive Plan? Yes; appropriate cash management furthers the city's tradition of strong leadership and high level of quality services (Goal Six).

Next Steps: If the Council chooses to approve this item, the Mayor and city staff will complete an electronic resolution similar to the attached sample resolution.

Attachments: GF1 Sample Resolution_Revised Feb 2019
GF1 Yield History

Update

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

For Customer Use:

________ I have an existing Acct. # ______________
This resolution is for:
________ New Account

________ Change to Existing Acct. #_____________

For OTFS Use Only:
_________Acct Approved ______Auth Entered.
_________Audit ______Wire Instructions
_________Addr Entered ______Wire Templates
Approval:
_________AD1 _______AD2
Res. form 2000A

GEORGIA FUND 1
(local government investment pool)
RESOLUTION TO AUTHORIZE INVESTMENT

WHEREAS, Ga. Code Ann. §§36-83-1 to 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool, and

WHEREAS, from time to time it may be advantageous to the City of Norcross ______________________________ to deposit funds available for
(Name of Local Government, Political Subdivision or State Agency)
investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by Ga. Code Ann. §36-83-8 under the direction of the State Depository Board, considering first the probable safety of capital and then the probable income to be derived; and *WHEREAS*, such deposits must first be duly authorized by the governing body of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the Treasurer of the Office of the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and

WHEREAS, Ga. Code Ann. §36-83-8 requires a statement of the approximate cash flow requirements of the participating government pertaining to the funds to accompany the authorization to invest such funds at the time such deposits are duly authorized;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Norcross
(Board, Council or other Governing Body)
that funds of the City of Norcross ______________________________ may be deposited from time to
(Local Government, Political Subdivision, or State Agency)
time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool.

BE IT FURTHER RESOLVED THAT:

1. Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of such government or other authorized entity (if a listed individual is employed by an entity other than the depositor, indicate employer):

Eric Johnson, City Manager ______ ________________
Name, Title, (Employer, if applicable) (Area Code) Phone Number
Email: ______________________________

Tracy Rye, Assistant City Manager ______ ________________
Email: ______________________________

Paul Hanebuth, Administrative Services Director ______ ________________
Email: ______________________________

______________________________ ______ ________________
Email: ______________________________

______________________________ ______ ________________
Email: ______________________________

All withdrawals from the local government investment pool shall be wired to the following participant's demand deposit account: ***(Many banks have separate instructions for wires and ACH deposits. Please verify both sets of instructions with your bank and provide them below. This will ensure accurate delivery of your funds to the designated bank account).***

(For ACH) TRUIST Pooled Cash Account
(Local Bank Name) (Account Title)

______________ ______________ ______________
(ABA Number) (Account Number) (City, State)

(For WIRE) ______________ ______________
(Local Bank Name) (Account Title)

______________ ______________ ______________
(ABA Number) (Account Number) (City, State)

Attachment: GF1 Sample Resolution (22-6582 : Georgia Fund 1 Resolution)

(If applicable) Our local bank prefers to receive credit for wire transfers at the following **Correspondent Bank**:

(Bank Name) (City) (ABA Number) (Account Number)

Additional Bank Account (if applicable):

(For ACH) ______________ ______________

(Local Bank Name) (Account Title)

(ABA Number) (Account Number) (City, State)

(For WIRE) ______________ ______________

(Local Bank Name) (Account Title)

(ABA Number) (Account Number) (City, State)

Correspondent Bank (if applicable):

(Bank Name) (City) (ABA Number) (Account Number)

3. The local government investment pool shall mail the monthly statements of account to:

Paul Hanebuth, Administrative Services Director
(Attention)

65 Lawrenceville St.
(Address)

(Address)

Norcross, GA 30071
(City, State & Zip)

4. Changes in the above authorization shall be made by cancellation or replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received by the Office of the State Treasurer, the above authorized individuals, local government demand account instructions and statement mailing address(es) shall remain in full force and effect.

5. The following schedule represents the period in which existing balances are currently expected to remain invested in the local government investment pool:

_______% 30 days or less;
_______% more than 30 days but less than 90 days;
100 % 90 days or longer.
100 %

Entered at __________________________ , Georgia this _________ day of __________________ 20___.

(Signature of Head of Governing Authority)

(Please Print or Type - Head of Governing Authority)

(Title)

NOTARY SEAL

Sworn to and subscribed before me this _______ day of ______________ 20___.

(Notary Public)

Please complete and return an original copy to:

Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527

Telephone: **(404) 651-8964 or (404) 656-2993**
Toll Free: **(800) 222-6748**
Fax: **(404) 656-9048**

Georgia Fund 1 (local government investment pool) deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia or any oth

Office of the State Treasurer

200 Piedmont Ave, Suite 1202, West Tower
Atlanta, Georgia 30334-5527

Steve McCoy
State Treasurer

(404) 656-2168
Fax (404) 656-9048

ACH TRANSFER AUTHORIZATION FORM

CUSTOMER NAME:

	Georgia Fund 1 Account #	Bank Account Title	Bank ABA #	Bank Account Number
1				
2				
3				
4				
5				
6				
7				
8				
9				

If you wish to be included in the ACH funds transfer program, please complete the bank information for each of the accounts that appear on the resolution for each Georgia Fund 1 account. This form authorizes the Office of the State Treasurer (OST) to **DEBIT** the bank accounts listed for **LGIP contributions**.

Please verify ACH instructions with your financial institution before completing this form and verify that an ACH Debit Block is *NOT* placed on your account. If there is a block on the account, please provide your bank our two Company IDs: 1581125844 & 2581125844. This will allow OST to debit the account. If you have any questions, please email accounting@treasury.ga.gov.

☐ We **DO NOT** wish to participate in the ACH funds transfer program for ☐ all of our accounts or ☐ for the following accounts: ______________________________. We understand that we will be responsible for sending a wire for any contributions made to a Georgia Fund 1 account not included in the ACH funds transfer program.

This form does not need to be notarized, but the authorizing signature must be someone on the current resolution. Any changes to this form can be faxed to 404-657-9066 or emailed to accounting@treasury.ga.gov. The original form does not need to be mailed.

______________________ ______________________ ______________________
Authorizing Signature Print Name Date

Georgia Fund 1

Monthly Yield

(Calculated on an annualized basis, net of fees)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
January	1.03	0.17	0.17	0.11	0.14	0.11	0.14	0.31	0.53	1.33	2.43	1.60	0.06	0.06
February	0.83	0.15	0.17	0.12	0.16	0.11	0.15	0.33	0.56	1.37	2.43	1.60	0.05	0.09
March	0.70	0.17	0.16	0.13	0.16	0.12	0.16	0.35	0.65	1.51	2.44	1.17	0.05	0.17
April	0.53	0.19	0.14	0.14	0.15	0.13	0.16	0.37	0.79	1.65	2.45	0.80	0.04	0.34
May	0.38	0.20	0.13	0.15	0.13	0.13	0.17	0.38	0.84	1.72	2.42	0.50	0.036	0.68
June	0.39	0.20	0.13	0.15	0.12	0.13	0.17	0.40	0.94	1.86	2.41	0.25	0.035	1.08
July	0.40	0.21	0.12	0.15	0.11	0.14	0.18	0.39	1.03	1.95	2.39	0.20	0.042	1.56
August	0.42	0.22	0.12	0.15	0.11	0.14	0.18	0.39	1.04	1.97	2.20	0.15	0.045	
September	0.42	0.22	0.12	0.17	0.11	0.14	0.18	0.42	1.08	2.03	2.08	0.11	0.044	
October	0.33	0.21	0.10	0.18	0.13	0.15	0.18	0.42	1.09	2.18	1.89	0.10	0.05	
November	0.26	0.20	0.10	0.18	0.12	0.15	0.17	0.42	1.10	2.23	1.69	0.07	0.05	
December	0.24	0.18	0.09	0.18	0.12	0.15	0.24	0.47	1.21	2.35	1.62	0.06	0.05	

Attachment: GF1 Yield History (22-6582 : Georgia Fund 1 Resolution)

City of Norcross

Legislation Details (With Details)

File #:	22-6579	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Intersection Control Evaluation (ICE)		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report- Intersection Control Evaluation
2. Aerial Images of Intersections
3. GDOT ICE Policy
4. Examples of Other Alternatives

Title
Intersection Control Evaluation (ICE)

Drafter
Matthew Zaki

Agenda Report

To: Mayor and Council

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

Agenda: September 19, 2022 – Policy Work Session

Agenda #: 22-6579

Item: Intersection Control Evaluation (ICE) Analysis at the intersections of Holcomb Bridge Road & Olde Town Park Drive and the intersection of Mitchell Road & Everglades Trail.

CC: Eric Johnson

Recommendation

Discuss Gwinnett's County requirement from the city to proceed with on-call consultants to perform an Intersection Control Evaluation (ICE) analysis at HBR @ Olde Town Park Drive and the intersection of Mitchell Road & Everglades Trail.

Background

During the speed study presentations, Mayor and Council requested from staff to reach out to the County regarding converting the following intersections to All Way Stop Controlled intersections (AWSC)

1) The intersection of Holcomb Bridge Road @ Olde Town Park Drive
2) The intersection of Mitchell Road @ Everglades Trail

The County denied the city's request and required that the city perform the needed studies to analyze if the AWSC intersections are warranted at these intersections. These warrants are based on the Federal's Highway Administrator Manual on Uniform Traffic Control Devices (MUTCD).

The MUTCD manual indicates that the decision to install multi-way stop control should be based on an engineering study. The MUTCD Multi-Way Stop Control is used where the volumes of traffic on the intersecting roads is approximately equal. To complete the analysis, the following will have to be performed

1) The traffic data is collected (AADT, DHV, vehicle classification, percent trucks, etc.),
2) The Basic roadway characteristics (Geometric elements, existing traffic control devices, pedestrian and bicycle features, other constraints,

3) Pedestrian and bicycle information, such as activity, volumes if available
4) Existing Safety performance (5-Year crash history summary)

The ICE analysis is performed to investigate other alternatives that could be implemented at these intersections in the event the AWSC (All Way Stop Control) is not warranted. Some of these alternatives are:

a) Mini Roundabout
b) Single Lane Roundabout
c) Multilane Roundabout.
d) RCUT (Stop Control)
e) RIRO w/downstream U-turn
f) Traffic Signal

Financial Impact

Staff reached out to multiple consultants and the costs associated with the Data collection, the ICE Analysis and the MEMO will cost +$16,000 for both intersections

Consistent with Comprehensive Plan?

Proceeding with any of the options enforces Goal 2 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Continue to strength Norcross as a livable, inclusive, and safe Environment as well as Goal 3 to promote safe and efficient transportation for pedestrians, cyclists.

Next Steps

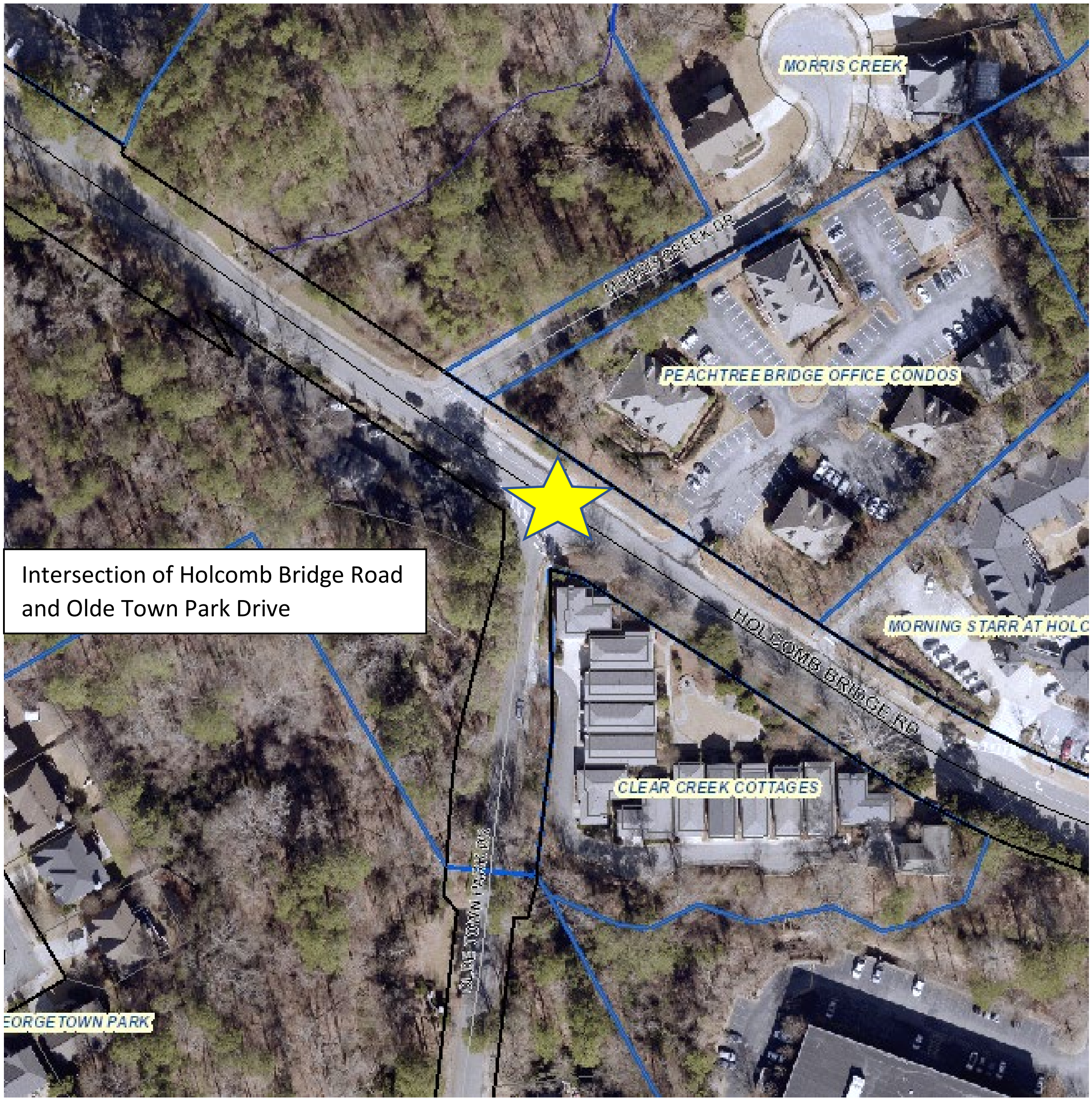
If approved to proceed, staff will coordinate with the consultants to proceed with the ICE Analysis.

Attachments

1) Aerial Images of Intersections
2) GDOT ICE Policy
3) Examples of Other Alternatives

Update

N/A


MORRIS CREEK
PEACHTREE BRIDGE OFFICE CONDOS
MORNING STARR AT HOLC
HOLCOMB BRIDGE RD
CLEAR CREEK COTTAGES
Intersection of Holcomb Bridge Road and Olde Town Park Drive


Intersection of Mitchell Road and Everglades Trail
ASHWOOD PARK
GOVERNORS RIDGE
EXECUTIVE WAY
EVERGLADES TRL
MARSHES GLENN DR
LANDINGS CT

GDOT Publications
Policies & Procedures

Policy: 4A-5- Intersection Control Evaluation (ICE) Policy
Section: Traffic Control - Traffic Operations
Office/Department: 0COMSR CHIEF ENGINEER
Reports To: 0DEPT OF TRANSPORTATION
Contact: 404-631-1000

INTERSECTION CONTROL EVALUATION (ICE) POLICY

NOTE: As indicated in the letter issued by the Chief Engineer on 06/08/2017, this ICE policy takes effect on 7/1/2017. Therefore, an ICE must be performed for any project or proposed work that does not have concept approval by July 1, 2017. For GDOT projects, if consultant services have already been procured prior to the effective date, but the concept has not been approved, the Office of Traffic Operations will perform the ICE evaluation upon request by the project manager. Additionally, if performing the ICE evaluation for projects that have schedules already set by July 1, 2017 would delay the concept report submittal, the ICE may be performed during preliminary design phase and should be submitted for approval no later than one-third of the way through the time allotted for preliminary design.

I. INTRODUCTION & BACKGROUND

In 2005, SAFETEA-LU established the Highway Safety Improvement Program (HSIP) and mandated that each State prepare a Strategic Highway Safety Plan (SHSP) by which to prioritize safety funding investments. Intersections quickly became a common component of a majority of States' SHSP emphasis areas and HSIP project lists, including in Georgia's SHSP. In 2010, AASHTO published the first edition of the Highway Safety Manual (HSM), which mainstreamed a rigorous scientific approach and a new generation of statistical models for evaluating the substantive safety performance of highways and intersections. Intersection Control Evaluation (ICE) policies and procedures represent a traceable and transparent procedure to streamline the evaluation of intersection control alternatives, and to further leverage the safety advancements noted above for intersection improvements beyond just the safety program. Approximately **one-third of all traffic fatalities** and roughly **seventy five percent of all traffic crashes** in Georgia occur at or adjacent to intersections. Accordingly, the Georgia SHSP includes an emphasis on enhancing intersection safety in order to advance toward the Toward Zero Deaths vision embraced by the Georgia Governor's Office of Highway Safety (GOHS). This ICE policy was developed and adopted to help ensure that intersection investments across the entire Georgia highway system are selected, prioritized and implemented with defensible benefits for safety toward those ends.

Intersections are a necessary component of the road network, connecting different routes and facilities, and providing the needed access to adjacent residential, commercial and industrial development. They are comparatively discrete, comprising only a small portion of total road system mileage, but account for a high percentage of all crashes, especially severe crashes that produce injuries and fatalities. Intersections are planned points of conflict for all modes of users – pedestrians, bicyclists, motorcyclists, transit, trucks and passenger vehicles.

In recent years, a number of innovative intersection designs have been introduced across the United States. Experience to date with these innovative designs suggests significantly greater safety and operational benefits could be realized at a system level with broader implementation. Consequently, a consistent and objective evaluation process that is built upon performance-based criteria is needed. The Intersection Control Evaluation (ICE) policy and process fulfills that need.

The ICE process is structured to run concurrently with existing project development activities and is expected to result in more thoroughly vetted intersection control choices yielding more confident project programming decisions made earlier in the process.

II. PURPOSE

The ICE process serves the mission of GDOT, which is to "deliver a transportation system focused on innovation, safety, sustainability and mobility". In fulfilling that mission, GDOT strives to improve, construct and maintain a world class network of highways, roads and bridges.

Improvements to intersections are typically undertaken for one or more of the following reasons:

- As a congestion mitigation project;
- As part of a broader corridor improvement/widening project;
- As a safety improvement project;
- As a pedestrian and/or bicycle facility enhancement project;
- A change of access to an adjacent parcel of land or land development project;
- As a part of pavement rehabilitation or bridge projects.

The purpose of ICE is to provide traceability, transparency, consistency and accountability when identifying and selecting an intersection control solution that both meets the project purpose and reflects the overall best value in terms of specific performance-based criteria.

As with most traffic studies, ICE is scalable, meaning the corresponding level of effort for screening and analysis should be proportional to the magnitude and nature of the project, i.e. less effort for simple, more effort for complex. Generally, projects consisting of only one isolated intersection will require less overall analysis and documentation than a series of intersections along an arterial corridor proposed for widening or major rehabilitation. The premise of an ICE is the same whether it involves new intersections or modification to existing intersections.

Initially, the results of ICE help develop the project scope and concept development; ultimately, the ICE documents the selection of the preferred alternative to be carried forward to initial and final design. As depicted in Exhibit 1, a complete ICE process consists of two (2) distinct stages that must be completed: Stage 1 Screening and Stage 2 Alternative Selection. By dividing intersection control evaluation into two stages, unnecessary effort is avoided for alternatives that do not pass the initial practical screening.

Exhibit 1. Two-Stage ICE Process

III. APPLICABILITY

Required. An ICE is required for any intersection improvement (e.g., a new intersection, an intersection modification, widening/reconstruction or corridor project, or work accomplished through a driveway or encroachment permit that affects an intersection) where one or both of the following conditions are met:

- The intersection includes at least one roadway designated as a State Route (State Highway System) or as part of the National Highway System;
- The intersection will be designed or constructed using State or Federal funding.

Approvals. For the purposes of ICE, projects are grouped into three categories that require different levels of approval depending on the type of improvement.

- **Level 1** projects are to be approved by the Chief Engineer (or delegate). Level 1 includes any projects that are going through the PDP process (ICE approved as part of the concept approval) as well as any intersection improvement that requires a new or revised signal permit (ICE approved as part of permit process) or a new median opening (ICE approved as part of new median opening request).

- **Level 2** projects will be approved by the District Engineer (or delegate) who will notify the State Traffic Engineer of the outcome of the ICE via email. Level 2 projects include anything that does not fall into Level 1 (such as driveway permits, special encroachment permits or quick response projects), where a leg will be added to an intersection or where intersection control will be changed (ex. TWSC to AWSC or roundabout).

- **Level 3** projects will be approved by the District Engineer (or delegate). Level 3 includes projects that do not fall under Level 1 or Level 2. For Level 3 projects the changes to the intersection must be minor and not alter the intersection control, such as adding or extending a turn lane as part of a driveway permit, quick response project, or maintenance work.

On completion of the study, if the recommended alternative from the ICE analysis will not be implemented, the reason for not implementing the recommended alternative should be explained and documented along with the outputs and supporting documentation for ICE Stage 1 and Stage 2, in the TE Study or as a standalone study. A waiver form along with the full study and supporting documentation should be submitted for approval to the Chief Engineer (or delegate) for Level 1 projects or the District Engineer (or delegate) for Level 2 or Level 3 projects. For Level 2 projects, a copy of the study and waiver form should also be sent to the State Traffic Engineer to serve as notification of the change.

Waiver Eligible. In certain circumstances where an ICE would otherwise be required, the requirement may be waived based on appropriate evidence presented with a written request. The Chief Engineer (or delegate) will approve waiver requests for Level 1 projects and the District Engineer (or delegate) will approve waiver requests for Level 2 and Level 3 projects. For Level 2 projects, the District Engineer (or delegate) will send a copy of any approved waivers to the State Traffic Engineer. Any questions regarding the waiver process may be routed to the State Traffic Engineer. Examples of scenarios in which an ICE waiver request may be considered include:

- Proposed improvements do not substantially alter the character of the intersection, and are considered minor in nature, such as extending existing turn lane(s) or modifying signal phasing at an existing traffic signal;

- The intersection consists of a public roadway intersecting a divided, multilane roadway where the access will be limited to a closed median with only right-in/right-out access that will operate acceptably;

- The intersection is along an undivided, two-lane roadway that will not be widened and meets the following criteria:

  - low risk in terms of exposure (total intersection entering volume less than 1,000 vehicles /day);
  - Latest 5 years of crash history is not indicative of a crash problem (no discernible crash patterns coupled with low crash frequency and severity);
  - layout has no unusual or undesirable geometric features (such as restricted sight distance);
  - The proposed changes are not expected to adversely affect safety.

Not Required. An ICE is not required under the following circumstances:

- The proposed work does not change the intersection control **OR** increase the footprint of the intersection:
  - A project that will not do any widening where there is no change to intersection geometry or control (i.e. Sidewalk/streetscape improvements, bridge replacement resurfacing). If an intersection is being realigned or relocated, an ICE evaluation or ICE waiver request will still be required.
  - The proposed work is part of a signal permit revision where no changes to the physical footprint of the intersection will be made.
- Routine traffic signal timing and equipment maintenance.
- For driveway permits, where the driveway is not a new leg to an already existing intersection, that satisfy either of the following criteria:
  - The driveway is along a divided, multilane roadway where the access will be limited to a closed median (no median opening) with only right-in/right-out access.
  - The driveway is along an undivided roadway and the development will not be required to construct left and/or right turn lanes (as per the Driveway Manual and District Traffic Engineer).

Local road authorities may choose to require ICE for scenarios beyond those listed above.

IV. RESPONSIBILITY

The ICE process is the same for all intersection improvements regardless of sponsor; it is conducted the same way by GDOT, local road authorities, or any private entity. The responsibility for conducting the ICE lies with the PE originator. The project that necessitates the ICE may originate from within GDOT or from an outside entity, such as local government or a developer or landowner. An ICE should be prepared under the supervision of a Professional Engineer licensed in the State of Georgia.

V. PROCESS OVERVIEW/ROLE IN PDP

As stated in Section II, a complete ICE process consists of two (2) distinct stages, and it is expected that the respective level of effort for completing both stages of ICE will correspond to the magnitude and complexity of the intersection. Prior to starting an ICE, the District Traffic Engineer and/or State Traffic Engineer should be consulted for advice on an appropriate level of effort.

For most spot intersection improvement projects, Stage 1 and Stage 2 will be performed seamlessly and documented in a TE study. For corridor projects and those consisting of multiple intersections, Stage 1 should be performed before the Initial

Concept Team Meeting and Stage 2 should ideally begin after the Initial Concept Team Meeting. If the preferred alignment is not determined by the Initial Concept team meeting then the ICE evaluation will take place as soon as preferred alignments are identified.

Stage 1 – Screening. Stage 1 is conducted as early in the project development process as possible and is intended to inform which alternatives are worthy of further evaluation in Stage 2. Stage 1 serves as a screening effort meant to *eliminate* non-competitive options and identify which alternatives merit further considerations based on their practical feasibility.

A Stage 1 evaluation normally requires sufficient analysis or subject matter expertise to estimate the preliminary footprint of the intersection to determine whether or not an alternative is practical to implement. The Stage 1 evaluation should also answer the following:

- Does the alternative meet the transportation purpose and need?
- Does the alternative address the key system performance criteria (safety, non-motorized users, operational quality, etc.)?
- Does the alternative meet the needs and values of the local community and directly affected stakeholders?

For corridor projects containing more than one intersection that are following the PDP, a **Concurrence Memo** should be generated to be signed by the Chief Engineer (or delegate) that lists the recommended alternative(s) to carry in to ICE Stage 2. On single intersection projects, a concurrence memo is not required, but the Chief Engineer (or delegate) or District Engineers (or delegate) may still be consulted to confirm that the appropriate alternatives are being carried forward for further analysis in stage 2.

The ICE Stage 1 should be documented on the GDOT ICE Stage 1: Screening Decision Record, which can be found in the GDOT ICE Spreadsheet Tool. Please also refer to the ICE Stage 1 Flow Chart for additional assistance in completing ICE Stage 1.

Stage 2 – Alternative Selection. Stage 2 involves a more detailed and familiar evaluation of the alternatives identified in Stage 1 in order to support the selection of a preferred alternative that may be advanced to detailed design. The combined output of Stage 1 and Stage 2 along with supporting documentation should be documented in the approved Concept Report or as a standalone document. Related studies referenced in the PDP and other Policies, such as a traffic impact analysis, signal warrant analysis, etc., may need to be partially or wholly completed in order to perform ICE Stage 2.

The ICE Stage 2 should be documented on the GDOT ICE Stage 2: Alternative Selection Decision Record, which can be found in the GDOT ICE Spreadsheet Tool. Please also refer to the ICE Stage 2 Flow Chart for additional assistance in completing ICE Stage 2. The complete Stage 2 output includes the ICE Decision Record, along with supporting analysis and documentation.

If only one alternative is determined to be feasible from the ICE Stage, then a waiver may be submitted in lieu of completing ICE Stage 2. The waiver must clearly explain why there is no other feasible alternative. If a waiver is not submitted, then formal documentation of ICE Stage 2 is still required.

VI. Final Documentation

A complete ICE document consists of the combination of the outputs from both Stage 1 and Stage 2 along with supporting documentation, to be included in the approved project Concept Report (or equivalent) or as a stand-alone document. For standalone intersection projects both Stage 1 and Stage 2 should be included as attachments to the concept report. For longitudinal projects, if possible, both Stage 1 and Stage 2 should be included as attachments to the concept report. However, if it is not possible to complete Stage 2 during the concept phase, Stage 1 should be included in the concept report and Stage 2 should be completed and submitted for approval no later than one-third of the way through the time allotted for the preliminary design phase.

For locations where an ICE waiver is to be submitted in lieu of an ICE study, the ICE waiver should be attached to the concept report for PDP projects or included in the appropriate submittal for other types of projects. If a waiver is to be submitted, the project team is encouraged to coordinate with the Office of Traffic Operations prior to concept submittal to ensure that the waiver will be acceptable.

If issues arise post concept approval that will change the outcome of the ICE, such as a change in the roadway alignment, determination of new median opening location, or identification of a previously unknown environmental impact, the ICE documentation should be revised and resubmitted for approval or a waiver should be requested.

References:

Click here to enter Policy references, if any.

History:

annual review: 04/30/19;
updated logo: 10/23/18;
new policy: effective 07/01/17, published: 07/17/07
Reviewed: 4/30/2019

Georgia Department of Transportation

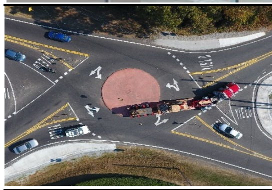
INTERSECTION CONTROL TYPE DESCRIPTIONS

Click on intersection images for additional resource publications

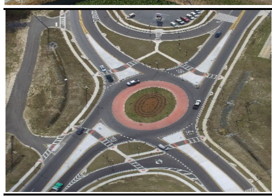
ICE Version 2.22 | Revised 5/6/2022

Unsignalized At-Grade Intersections/Interchanges

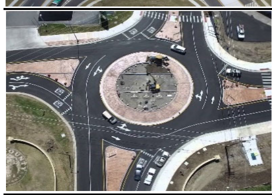
Conventional Minor Street or All-Way Stop: At minor-street stop (2-way stop) intersections, vehicles on minor street stop and give right-of-way to major street. At all-way stop (AWS) intersections, all vehicles must stop and take turns entering the intersection. Both (4-leg) intersection types have 32 baseline conflict points and have limited operational and safety benefits as traffic volumes become significant.



Mini Roundabouts: Roundabout type characterized by a small diameter and traversable central island; offers most of the benefits of single-lane roundabouts with added benefit of a smaller footprint; best suited to lower-speed environments and where environmental constraints preclude use of a larger roundabout with a raised central island. Mini-roundabouts are emerging in U.S. in states including MD, MI and GA.



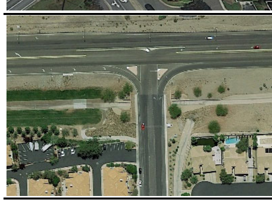
Single-Lane Roundabouts: Form of circular intersection in which traffic travels counterclockwise around a central island and in which entering traffic must yield to circulating traffic. Circulating traffic has priority with entries controlled by yield. Geometry slows all traffic into and thru the roundabout. At a 4-leg roundabout there are 8 baseline conflict points. Also known as: Modern Roundabout



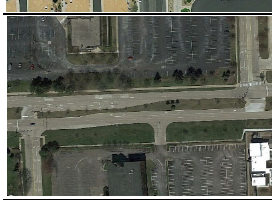
Multilane Roundabouts: Share same circulatory travel and yield-at-entry in single-lane roundabouts, but include multiple entry and circulatory lanes for one or more approaches that must accommodate vehicles traveling side by side. Important design features include proper entry path alignment and geometry, signing and marking that allows entry to exit paths without forcing a lane change in the circle.

Restricted Crossing U-Turn (J-Turn): Redirects minor street left turn movements as right-turns followed by a U-turn movement via a downstream directional crossover in the median (+/- 500 feet from the main intersection). An RCUT intersection has 14 conflict points and can provide substantial safety benefits with minor delay increases to some movements. Also known as: "J-turn" intersection

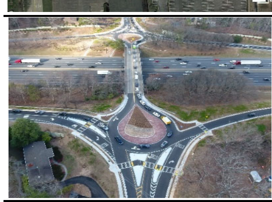
RIRO w/Downstream U-Turn: Redirects minor street thru & left turn movements as right-turns followed by a U-turn via directional median crossover (+/- 500 feet from main intersection). Major street lefts are also indirect, passing the crossing street and using the same U-turn crossovers in the median. Minor street intersections are reduced to right-in/right-out movements making this the safest intersection type.



Unsignalized High-T: Unsignalized 3-leg intersection features raised channelization to separate "top" thru movement from turning lanes at intersection, allowing the through movement to operate continuously. A high-T intersection has 9 baseline conflict points, the same as a conventional 3-leg. Also known as: "Seagull" intersection

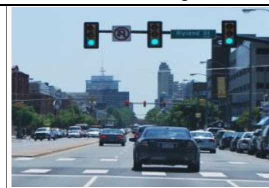


Offset-Tee Intersection: Creates an offset of minor street approaches to form 2 intersections with the major roadway separated by some distance (between 300' and 500'). Through movements on the minor street "jog" using the major street (right-turns followed by left-turns or vice versa). The Offset-T has a total of 18 baseline conflict points (over two intersections). Also known as: Paired Intersection

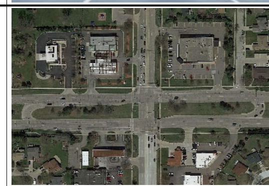


Double Roundabout Interchange: Use of single or dual lane roundabouts at traditional diamond interchange ramp terminals. The use of roundabouts requires only through lanes on the bridge (no turn lane storage lanes) and the elimination of signal control at the ramp terminals. There are a total of 16 baseline conflict points (over two intersections). Also known as: Teardrop Interchange

Signalized At-Grade Intersections/Interchanges



Signalized Intersection: The most common type of signalized intersection with high driver familiarity. Signal could be simple two-phase or more complex 8-phase to serve vehicular demand. Left turns can be permitted or protected (or combination of both). At a conventional 4-leg intersection there are 32 baseline conflict points.



Median U-Turn: Left turn movements otherwise occurring at the main intersection are made via U-turns in the median, preceding or following right turns. U-turns may be only on major roadway or on both major and minor roadways. A conventional MUT has 16 baseline conflict points and has shown significant operational and safety benefits. Also known as: Indirect Left, Michigan Left, MUT

Signalized RCUT: Similar to the Median U-turn but features break in cross-street traffic that allows signals on opposite directions to operate independently. Left turns can make directly turns onto the minor road but minor road thru and left turn movements are made using the directional U-turn crossovers. An RCUT has 14 baseline conflict points (over 3 intersections). Also known as: Superstreet, RCI

Displaced Left-Turn (DLT): Left turn traffic crosses opposing lanes in advance of main intersection and are stored in additional lanes. At main intersection, thru and left turns can be made simultaneously during same signal phase. A full DLT (both routes) has 28 baseline conflict points; a partial DLT (one route) has 30 baseline conflict points. Also known as: Continuous Flow Intersection

Continuous Green-T: Three-leg intersection that features raised channelization to allow the "top" through movement to operate under continual green. The opposite direction intersects with the major and minor street lefts at a signalized intersection (minor left turns merge with the continual through movement downstream). A Continuous Green-T has 9 baseline conflict points, the same as a conventional 3-leg.

Jughandle: Much like an at-grade diamond interchange, ramps on the major street diverge from the right side in advance of a cross street intersection, removing the left turn movement from directly at the cross-street intersection. Major street left turns are made at minor, stop-controlled intersections on the cross-street. Left turns from the cross-street remain as direct movements at the main intersection.

Quadrant Roadway: Left turns are removed from the main intersection via a roadway in one intersection quadrant. Left turns are routed from the arterial and cross-street (using unique turning paths for each approach) onto the quadrant roadway to complete the left turn movement at the quadrant roadway "minor" T-intersections. A Quadrant Roadway has 28 baseline conflict points (over 3 intersections).

Diverging Diamond Interchange (DDI): All traffic crosses over to left side of road at first ramp terminal intersection before crossing back over at second ramp terminal. Crossover movements allow left turns to be made unopposed. A DDI has a total 14 baseline conflict points (over two intersections) and has shown both operational and safety benefits. Also known as: Double Crossover Diamond

Single Point Urban Diamond (SPUI): Free-flow major street thru movements are provided by creating a separate, signalized intersection of major street turning movements with the cross-street on a separate grade, creating an intersection either under or over the priority thru roadway. Right turns are made at unsignalized ramps separated from the main intersection.

City of Norcross

Legislation Details (With Details)

File #:	22-6578	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Parking Deck Update Between Cotton Gin and City Hall		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Parking Deck Update
2. Parking Deck Memo
3. Concept 1
4. Concept 2

Title
Parking Deck Update Between Cotton Gin and City Hall

Drafter
Matthew Zaki

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

Agenda Report

To: Mayor and Council

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

Agenda: September 19, 2022 – Policy Work Session

Agenda #: 22-6578

Item: Parking Deck update between Cotton Gin and City Hall

CC: Eric Johnson

Recommendation

Provide an update to the latest concepts and cost estimates for the parking deck between Cotton Gin and City Hall.

Background

Council requested staff investigate the feasibility of a parking deck at the existing parking lots between the City Hall and Cotton Gin building. Staff reached out to consultants and the parking decks concepts, and the associated costs were provided.

The rendering and the associated space counts for two different concepts are as follows:

1) 2-Storey split-level parking deck, no ramps, accessible from City Hall on the Upper Side and from the Cotton Gin on the Lower Level, the footprint of the parking structure remained the same as the rendering completed in the 2019 parking study, except for the removal of the retail/office component and updating the parking counts. **(Concept 1)**
2) 2-Storey split-level parking deck, no ramps, accessible from City Hall on the Upper Side and from the Cotton Gin on the Lower Level, the footprint of the parking structure remained the same as the rendering completed in the 2019 parking study but remove the retail/office component and extend the parking structure to Lawrenceville Steet and updating the parking counts. **(Concept 2)**

The existing parking lots between the city hall and the Cotton Gin are 97 parking stalls that will have to be removed to proceed with either parking deck option.

<u>To summarize the memo, the costs below were based on the range between $25,000 - $35,000</u>
Concept 1 provides 198 Parking spaces, with an estimated costs ranging between $5.6M - $8.3M
Concept 2 provides 142 Parking spaces, with an estimated costs ranging between $4.1M - $5.9M

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The costs above include additional soft costs (A&E fees, Environmental Eval,)

Financial Impact

Awaiting direction from Mayor and Council, staff will proceed with the selected option. Funding source to be determined.

Consistent with Comprehensive Plan?

Proceeding with any of the options enforces Goal 2 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Continue to strength Norcross as a livable, inclusive, and safe Environment as well as Goal 3 to promote safe and efficient transportation for pedestrians, cyclists.

Next Steps

If approved to proceed, staff will coordinate with the consultants to proceed with the posting for an RFP for design services on the parking deck.

Attachments

1) Parking Deck Memo
2) Concept 1
3) Concept 2

Update

N/A

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MEMO

DRAFT Norcross Parking Deck
Parking Deck Rough Estimates Memo
8/25/2022

To: Matthew Zaki, Public Works, Utilities and Parks Director, City of Norcross
From: Deanna Murphy, Director of Planning, Sizemore Group

According to WGI, the **median** parking deck *construction cost* for 2022 in Atlanta is: **$25,473 per space**.
This typically includes:

- 8'-6" to 8'-9" wide parking spaces
- Precast concrete superstructure
- Precast façade with simple architecture treatment
- Glass-backed elevators and unenclosed stairs clad with exterior glass curtain wall
- Standard wayfinding and signage
- Shallow-spread footing foundations
- All above-grade construction
- Open parking structure with national ventilation; no mechanical ventilation or fire sprinklers
- Minimal or no grade-level commercial space
- Conventional parking access and revenue control system
- Standard energy-efficient LED lighting

This is **not** inclusive of soft costs. Soft costs are estimated to be 15-20% of construction costs.
Soft costs include:

- Land acquisition
- Architectural and engineering fees
- Environmental evaluations
- Material testing
- Special inspections
- Geotechnical borings
- Financing
- Owner administration and legal

Sizemore Group has seen current parking deck construction costs **range from $25,000 to $35,000** depending on site conditions and architectural facades.

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Norcross Estimates

Based on the conceptual layouts developed by Sizemore Group, overall parking deck costs are anticipated to be within the following ranges:

Concept 1: 198 parking spaces
$5,692,500 - $8,316,000
240’ x 120’ parking deck size

Construction Costs
198 x $25,000 = $4,950,000
198 x $35,000 = $6,930,000
Soft Costs (15-20% of construction cost)
$4,950,000 x 15% = $742,500
$4,950,000 x 20% = $990,000
$6,930,000 x 15% = $1,039,500
$6,930,000 x 20% = $1,386,000
Total Cost (construction costs + soft costs)
Low end: $4,950,000 + 742,500 = $5,692,500
High end: $6,930,000 + $1,386,000 = $8,316,000

Concept 2: 142 parking spaces
$4,082,000 - $5,964,000
120’ x 180’ parking deck size

Construction Costs
142 x $25,000 = $3,550,000
142 x $35,000 = $4,970,000
Soft Costs (15-20% of construction cost)
3,550,000 x 15% = $532,000
3,550,000 x 20% = $710,000
$4,970,000 x 15% = $745,500
$4,970,000 x 20% = $994,000
Total Cost (construction costs + soft costs
Low end: $3,550,000 + $532,000 = $4,082,000
High end: $4,970,000 + $994,000 = $5,964,000

Increasing costs:

It is important to note that construction costs have seen incredible increases in the past few years. According to WGI, while prices will continue to increase in upcoming years, the increases won't be quite as dramatic as seen in the last year – an 8.6% increase was observed for parking deck construction costs from 2021 to 2022.

These increased costs are a result of many factors, including inflation rates, material and labor shortages, productivity challenges and increases in design services and construction labor costs. It is anticipated that many of these challenges will continue to increase construction costs over the next couple of years.

*WGI is a national parking consulting firm. They provide an annual parking structure cost outlook which was reference for this memo.

**Sizemore Group is an architecture, planning and interiors firm who works in both the public and private sectors. Institutional knowledge from experience in costing and designing parking structures was utilized in this memo.

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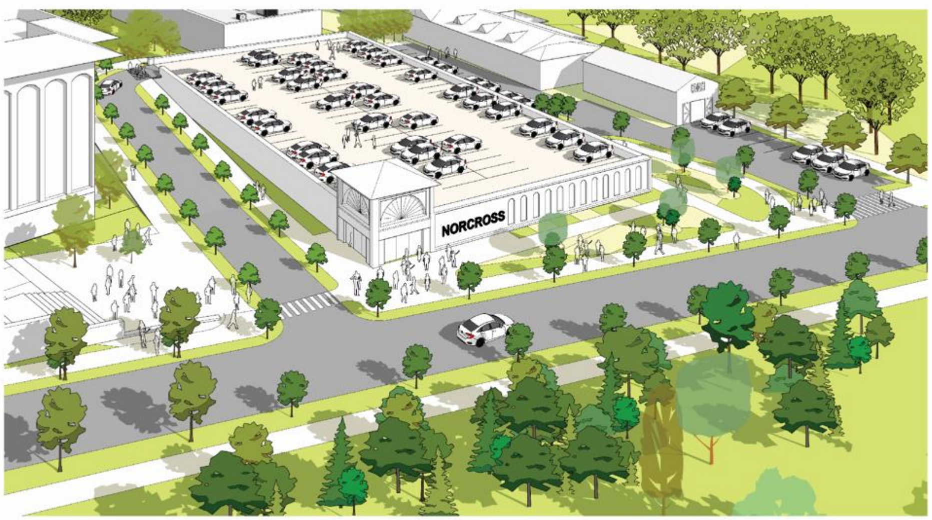
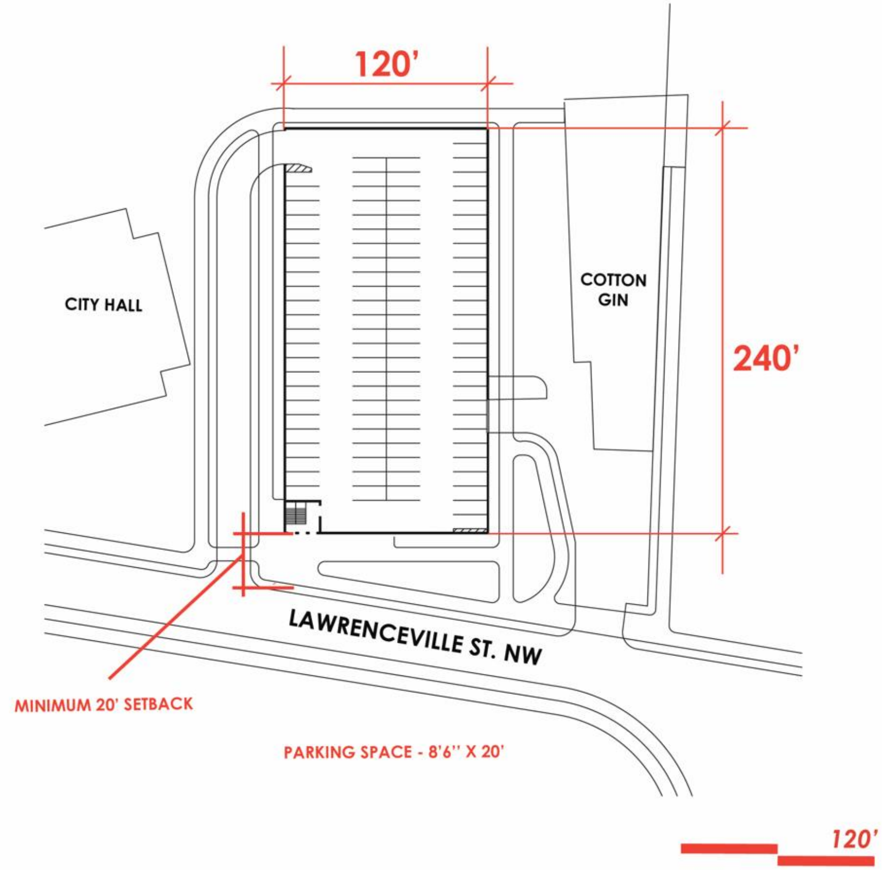
CITY OF NORCROSS

Parking Deck Rendering - Concept 1

PARKING DECK VIEW 1 - LOOKING WEST



PARKING DECK VIEW 2 - LOOKING NORTH



PARKING DECK

Ground Floor Parking = 99
Roof Parking = 99
Total Parking = 198

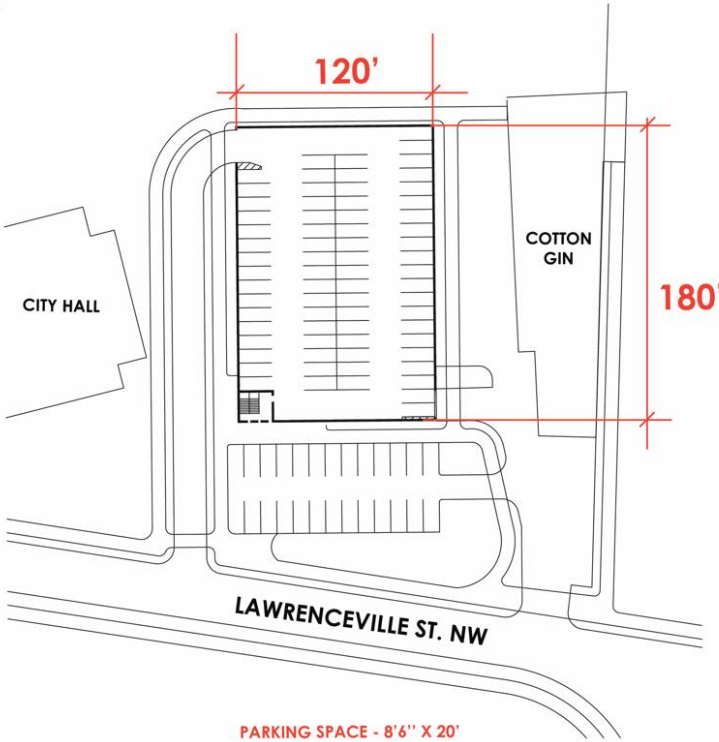
CITY OF NORCROSS

Parking Deck Rendering - Concept 2

NORCROSS
a place to imagine

PARKING DECK VIEW 3 - LOOKING WEST

PARKING DECK VIEW 4 - LOOKING NORTH



PARKING SPACE - 8'6'' X 20'

120'

SURFACE
Surface Parking = 26

PARKING DECK
Ground Floor Parking = 71
Roof Parking = 71

Total Parking = 168

sizemoregroup

Attachment: Concept 2 (22-6578 : Parking Deck Update Between Cotton Gin and City Hall)

City of Norcross

Legislation Details (With Details)

File #:	22-6583	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	9/19/2022 6:30 PM	**In Control:**	Policy Work Session
Title:	Halloween Street Closures		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Halloween Street Closures

Title
Halloween Street Closures

Drafter
Councilmember Andrew Hixson

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Agenda Report

To: Mayor and Council

From: Councilmember Andrew Hixson

Meeting Date: September 19, 2022 – Policy Work Session

Item No.: 22-6583

Title: Halloween Street Closures

CC: Eric Johnson, City Manager

Recommendation – Approve a plan to facilitate closure of one or more streets to non-local traffic for specified times on the evening of Halloween – Monday, October 31st.

Background – There are areas of the City that become congested on the evening of Halloween. City of Norcross Police have historically brought greater attention to safety by driving with blue lights. Limiting non-local traffic would be a next step in improving safety of pedestrians.

Financial Impact – To be determined based on location(s) and duration.

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

Next Steps – Staff will assess requirements and provide an estimated cost.

Attachments – None.