

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, September 21, 2020

6:30 PM

Teleconference

<https://zoom.us/j/97606435461>

Policy Work Session

***Mayor Craig Newton
Mayor Pro Tem Josh Bare
Councilmember Andrew Hixson
Councilmember Elaine Puckett
Councilmember Matt Myers
Councilmember Bruce Gaynor***

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

*Norcross Public Arts Commission (NPAC) – L. A. Bonds

D. General Updates

*Important COVID-19 Updates- Dr. Audrey Arona

*Buford Highway Master Plan Update- William Corbin/ DeAnna Murphy

*Communications Update- Pam Ledbetter

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

Mayor and Council will consider a re-appointment to the following board, authority or commission:

Norcross Housing Authority

G. Items for Discussion

1. [20-5872](#) **Norcross Public Arts Commission Proposal for Professional Development**
The Norcross Public Arts Commission will present a proposal for professional development through the hiring of a professional development facilitator, who will assist the Board with creating a current Board profile to better understand and leverage the strengths of the current Board to help determine the needs of future Boards. A written Board recruitment will be created that is unique to NPAC needs and will help ensure a diverse, productive Board now and in the future.
[NPAC Board Development & Community Engagement Proposal](#)
2. [20-5873](#) **Anti-Contamination Recycling Program**
Sustainable Norcross will be presenting to Mayor and Council their desire to administer an “Anti-Contamination Recycling Program” that will inform residents on the currently acceptable recycling materials and physically tag residential recycling bins that have large amounts of contamination.
[Info-card-template-ENG-ESP](#)
[Anti-Contamination Proposal MC Updated](#)
[Oops Tag Fillable](#)
[Recycling Collection Days v2](#)
3. [20-5881](#) **Norcross Walkable Watershed Trail**
Imagine taking an innovative, grass roots approach to economic development that fosters our community's health both tangibly and intangibly. The proposed trail recognizes Norcross' natural, cultural, historical and economic assets, and makes them more accessible, engaging and inclusive for citizens. The envisioned project takes advantage of existing infrastructure and natural landscapes, incorporates key goals identified in community planning documents, and supports the city's efforts to reduce its environmental impact as a Green Community.

Developing the Watershed Trail will engage the collective creativity of residents, local institutions, city boards and city staff, inviting a collaboration that results in a viable walking trail that not only connects individuals to our own community's assets, but also connects Norcross to similar visions in neighboring cities, and even across the region.

[Norcross Loop Trail_Council Presentation 9 21 2020](#)

<https://www.esri.com/en-us/industries/green-infrastructure/plan>

https://www.esri.com/%7E/media/Files/Pdfs/greeninfrastructure/Green_Infrastructure_Booklet

<https://chattahoocheeriverlands.com>

4. [20-5874](#)

Wayfinding Update and Recommended Next Steps

Recommendation to install a digital message center display in the gateway monument sign at the corner of Holcomb Bridge Rd and Peachtree Industrial Blvd at a cost of \$19,400 with funding from approved Capital Improvement Fund - Parks

[Norcross Policy Meeting Agenda Item Memo Proposal by DeNYSE](#)

[Estimate 96396b - Large EMC - United Signs](#)

[Electronic Messaging Center 4G One Pager Info Sheet](#)

[Product General Information Booklet](#)

5. [20-5875](#)

Police Department Surplus Vehicle Request

The Norcross Police Department wishes to surplus five vehicles no longer feasible for continued usage.

[Surplus Vehicle Memo to Mayor and Council](#)

6. [20-5876](#)

Food Truck Discussion

In the last several years, the use of food trucks and mobile push carts has become more popular in Cities. We established a food truck/pushcart ordinance in 2009. Despite the ordinance we have gotten a number of complaints over the last several months and would like to discuss any possible next steps the city may consider taking.

[Food Truck Memo](#)

[Food Trucks and Push Carts](#)

7. [20-5882](#)

Painting Buildings in the Historic District

Discussion on why change in paint color on structures in the historic district does not require a certificate of appropriateness.

[Material Change in Appearance Packet](#)

8. [20-5877](#)

Paizanos Dumpster Enclosure

Public Works, Utilities & Parks is seeking direction on a dumpster enclosure behind Paizanos.

[Memo - Dumpster Enclosure](#)

[Dumpster Enclosure Quote](#)

9. [20-5878](#)**Interactive Utility Communications**

Norcross Power is requesting approval to move forward with a partnership between Interactive Utility Communications and the City of Norcross. IUC is a communication tool, used specifically to answer and respond to calls from the community for outages, interruption of service, or any power related issue, with a personal touch. They will be available from 5:00 p.m. - 8:00 a.m.

[Memo - Norcross Power IUC](#)
[Interactive Utility Communications](#)

10. [20-5879](#)**MEAG Resolution**

A resolution authorizing two independent officials of the City to communicate City decisions concerning the Trust by jointly executing written directions to MEAG Power and the Trustee.

[Form MCT Signature Resolution](#)
[Form-2-Signatories and Incumbency Certificate](#)

11. [20-5880](#)**Norcross Communications Task Force**

Presentation of the Communications Task Force report including mentioned recommendations.

[Report of the Task Force on Communications](#)
[Norcross Communications Task Force Report](#)
[City Budget Comparisons](#)

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

I. Signed by: _____ **Mayor Craig Newton**

J. Attest: _____ **Monique Lang, City Clerk**



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

City of Norcross

Legislation Details (With Details)

File #:	20-5872	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Public Arts Commission Proposal for Professional Development		

Sponsors:

Code Sections:

Attachments:

1. [NPAC Board Development & Community Engagement Proposal](#)

Title

Norcross Public Arts Commission Proposal for Professional Development

Drafter

L.A. Bonds

BOARD DEVELOPMENT & COMMUNITY ENGAGEMENT PROPOSAL FOR NORCROSS PUBLIC ARTS COMMISSION (NPAC)

OBJECTIVES:

- Counsel and guide NPAC in developing and implementing a process for Board recruitment that supports a diverse, cohesive Board reflective of the community.
- Develop and begin implementation of an ongoing community engagement process to get an understanding and alignment on the current environment for the Board and the community. This is the first step in a comprehensive strategic planning process. It answers the question, “where are we?”, before the Commission can talk about where they want to be and how to get there.

BRIEF DESCRIPTION OF ACTIVITY:

Board Recruitment Process

We will create a current Board profile to better understand and leverage the strengths of the current Board and to help inform future Board needs. A written Board recruitment will be created that is unique to NPAC needs and will help ensure a diverse, productive Board now and in the future.

Community Engagement Process

Discovery/information gathering will include primary and secondary research. Primary research will be as inclusive as possible within the time and resources available. The primary research will be gathered directly from NPAC’s stakeholders. The process of gathering information is just as important as the data that is gathered to help inform the decision-making process. We will begin with the secondary research that already exists.

DELIVERABLES:

Tangibles

- Current Board profile
- Board recruitment needs identified
- Written Board recruitment process
- Board education and tools for recruitment
- Written community assessment report needed for NPAC work with research gathered using an inclusive, comprehensive community engagement process
- List of priorities for the Board and the community as it relates to NPAC’s role & responsibilities
- Plan for communicating the research and findings to the community

Intangibles

- Alignment of the community assessment to guide the Commission’s actions
- Creates a forum for discussing the Commission’s realities and future direction
- Fosters successful communication and teamwork among Board
- Lays the groundwork for meaningful change
- Helps to focus stakeholders on what’s really important
- Engagement and buy-in from the community

Page 1 of 2

Prepared by Jana Ertrachter, Principal

904-655-6057 •

www.ertrachtergroup.com

ErtrachterGroup

ESTIMATED BUDGET:

81.5 hours @\$175/hour = \$14,262.50

Plus, out-of-pocket expenses including travel, telephone, copies, materials, postage. Any expenses incurred over \$50 will be discussed and authorized with NPAC Board Chair prior to purchase.



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File #:	20-5873	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Anti-Contamination Recycling Program		

Sponsors:

Code Sections:

Attachments:

1. [Info-card-template-ENG-ESP](#)
2. [Anti-Contamination Proposal MC Updated](#)
3. [Oops Tag Fillable](#)
4. [Recycling Collection Days v2](#)

Title
Anti-Contamination Recycling Program

Drafter
Bea Grossman



**IT'S
ALL YOU
RECYCLE**

RECYCLE/RECICLAR

G.2.a

THANK YOU FOR RECYCLING THESE:

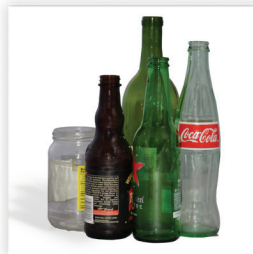
GRACIAS POR RECICLAR ESTOS:



Aluminum and Steel Cans
empty and rinse



Food and Beverage Cartons
empty and replace cap



Bottles and Jars
empty and rinse



Mixed Paper, Newspaper, Magazines, and Flattened Cardboard



Kitchen, Laundry, Bathroom Bottles and Containers
empty and replace cap

NO!



Do Not Bag Recyclables
No Garbage



No Plastic Bags or Plastic Wrap
(return to retail)



No Food or Liquid
(empty all containers)



No Clothing or Linens
(use donation programs)



No Tanglers
(no hoses, wire, chains, or electrical)

Attachment: Info-card-template-ENG-ESP (20-5873 : Anti-



SUSTAINABLE NORCROSS COMMISSION

BEA GROSSMAN, CHAIR

TO: Mayor and City Council

FROM: SUSTAINABLE NORCROSS COMMISSION

DATE: September 2, 2020

SUBJECT: Anti-Contamination Program

Project Description

The Sustainable Norcross Commission is seeking approval from Mayor and Council to implement a Curbside Recycling Anti-Contamination Program within the City of Norcross involving recycling education, recycling bin audits, and direct feedback. The program is similar an initiative conducted by the City of Atlanta and other municipalities nationwide.

Our Mission:

We are seeking to reduce the volume of trash contamination that enters the curbside recycling stream and provide education for cleaner and better recycling to all Norcross residents.

Goals:

1. Provide an extensive community curbside recycling education campaign that includes mailers to every single-family home, articles in City newsletters, social media postings, and potentially yard signs and new cart stickers describing what CAN and CANNOT be recycled.
2. Purchase "Oops Tags" for recycling bins that will notify the resident which trash contaminants were observed, and why their recycling was not picked up that week.
3. Begin tagging recycling bins in Norcross neighborhoods before Advanced Disposal makes their routes. Advanced Disposal will be notified to not pick up a bin with a tag on it that week to give the resident the opportunity to remove the trash contaminant(s).

Preliminary Tasks:

1. Determine which material is the number one contaminant
2. Advertising
 - a. Social Media
 - b. Norcross Webpages



SUSTAINABLE NORCROSS COMMISSION

BEA GROSSMAN, CHAIR

- c. Norcross Newsletters
- d. Recycling Tip Videos
- 3. Recruit bin tagging staff/volunteers
- 4. Get reflective vests and gloves
- 5. Alert Norcross Police the date and times of when we will begin tagging recycling cars
- 6. Notify Advanced Disposal of date and times when we will be tagging recycling carts

Current Budget for 2020-2021:

- Printing Materials: \$2,920
- Educational Materials: \$2,500

Implementing Feet on the Street Recycling:

- 1. 4,665 households in Norcross
- 2. Minimum Teams of 2
 - a. 5 hours tagging per day
 - b. 150 households per person every hour
- 3. Educational Material – Typically \$1 – 2 per household
 - a. Direct Mail - Recycling Information Packet
 - i. \$.25 per household send in mail (\$1,166.25)
 - ii. Contamination infographic postcards (\$350 for 5000 qty)
 - iii. (Recycling Calendar)
 - iv. (Waste Service Guide)
 - v. (Cart Sticker)
- 4. Labor Hours
 - a. 240 hrs – 4 week program
 - b. 360 hrs – 6 week program
- 5. Smartphone App and Hardware for data surveying and community education (additional costs)
- 6. Estimate Cost to host Feet on the Street in Norcross
 - a. MAX: \$15,000
 - i. (with app & labor fees included)
 - b. MIN: \$2,500
 - i. (education material only & volunteer based tagging)
- 7. Potential Extra Funding Opportunities
 - a. Recycling Partnership
 - b. Advanced Disposal



SUSTAINABLE NORCROSS COMMISSION

BEA GROSSMAN, CHAIR

Expected Outcomes:

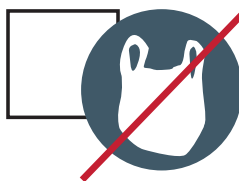
1. Decrease number one contaminant by over 50%
2. Decrease overall contamination by 50%
3. Increase the capture of recycled materials by 25%

OOPS!

PLEASE LEAVE THESE ITEMS OUT



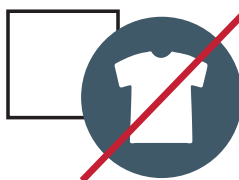
Do Not Bag Recyclables
and no garbage



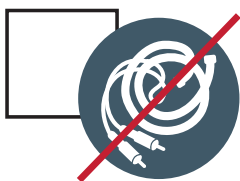
No Plastic Bags
(return to retail)



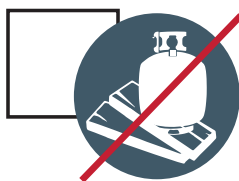
No Food or Liquid
(empty all containers)



No Clothing
or Linens
(drop-off only)



No Tangles,
(no hoses, wires, chains, or
electronics)



No Big Items
(wood, plastic,
furniture, or metal)

Attachment: Oops Tag_Fillable (20-5873 : Anti-Contamination Recycling Program)

RECYCLE MORE OF THESE

CANS

Aluminum
and Steel Cans



empty and rinse

CARTONS

Food and
Beverage



empty and
replace cap

GLASS

Bottles
and Jars



empty and rin

PAPER

Mixed Paper, Newspaper, Magazines,
and Flattened Cardboard



PLASTICS

Kitchen, Laundry, Bath: Bottles and Containers



empty and replace cap

Attachment: Oops Tag_Fillable (20-5873 : Anti-Contamination Recycling Program)

Single Family Recycling Collection Days & Routes

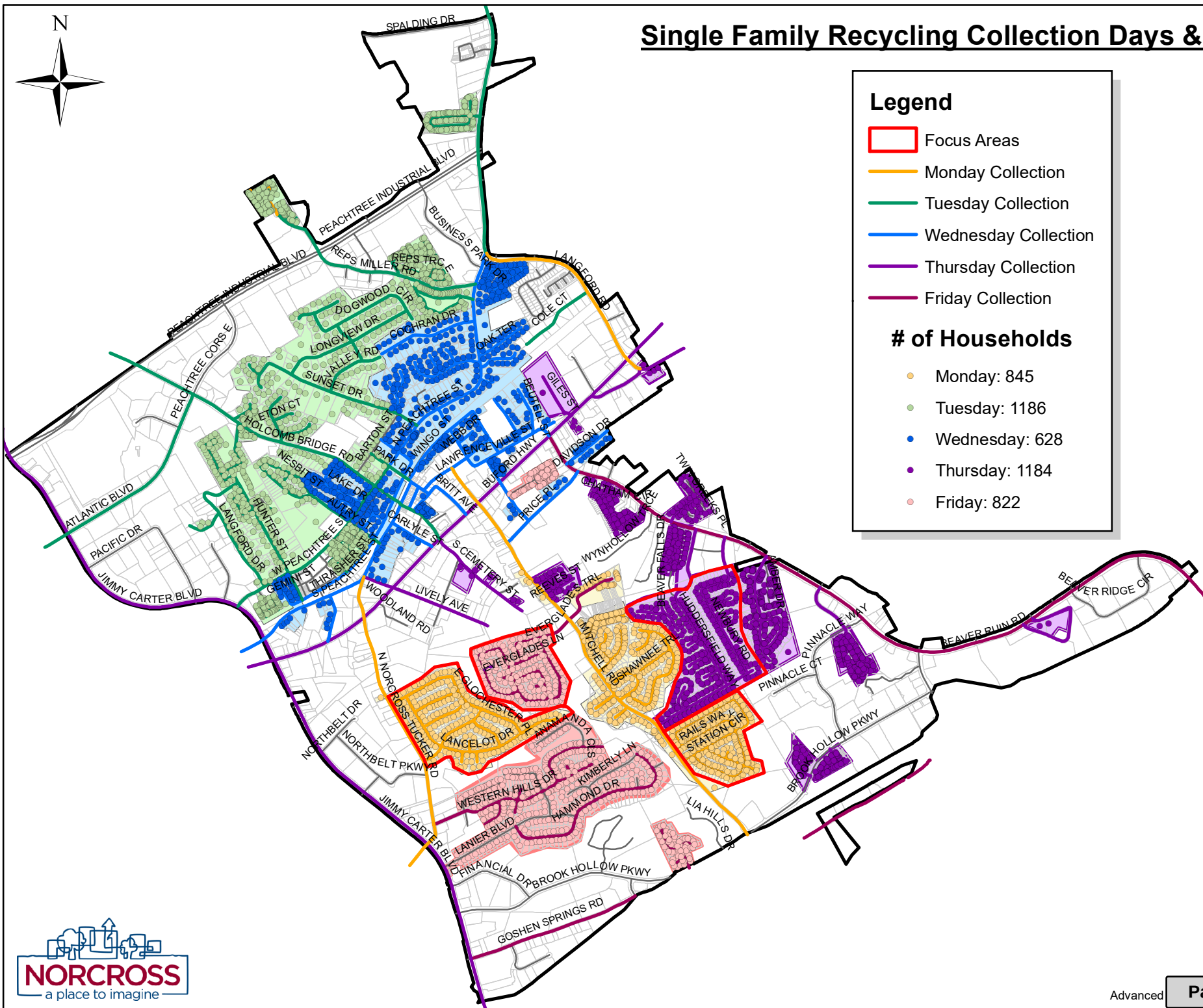


Legend

- Focus Areas
- Monday Collection
- Tuesday Collection
- Wednesday Collection
- Thursday Collection
- Friday Collection

of Households

- Monday: 845
- Tuesday: 1186
- Wednesday: 628
- Thursday: 1184
- Friday: 822





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City of Norcross

Legislation Details (With Details)

File #:	20-5881	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Walkable Watershed Trail		
Sponsors:	Councilmember Bruce Gaynor		

Code Sections:

Attachments:

1. [Norcross Loop Trail _ Council Presentation 9 21 2020](#)

Title

Norcross Walkable Watershed Trail

Drafter

Tixie Fowler

The Walkable Watershed Trail

*connecting
Norcross' natural, cultural, historical and
economic assets*



What is a watershed?

A land area that channels rainfall to creeks, streams, and rivers, and eventually to the ocean.

What is on a Watershed?

Trees

Streams

Birds, butterflies, fox and deer

Houses

Parking lots and driveways

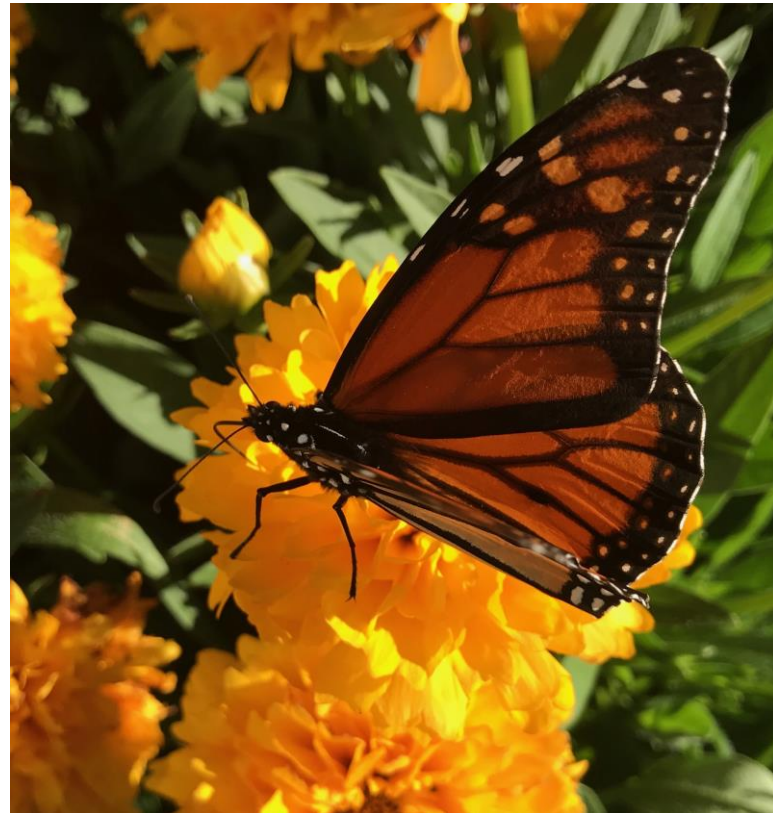
Mowed lawns

Downtown

Schools

Recreational areas

People





West Norcross Walkable Watershed Concept Map



Crooked Creek tributaries



Existing Right-Of-Way



modifications necessary



Explore the Chattahoochee RiverLands

Reimagining Metro Atlanta's relationship with the Chattahoochee River

River Stories

 [EXPLORE MAP >](#)



HISTORY & CULTURE >

Explore how the historic and contemporary relationships between the River, its resources, and the growth and development of the region will shape the design of the Greenway



ECOLOGY & HABITAT >

See how the riparian corridor and tributary connections of the Chattahoochee River provide valuable green space for people and support the plants and wildlife that are the foundation of its ecological health



CONNECTIONS & ACCESS >

Learn about opportunities to physically connect existing destinations into a continuous public realm, transforming the Chattahoochee River from a barrier to a connector of public resources



COMMUNITY >

Understand how the greenway will help anticipate population growth, prioritize equitable access to public resources and distribute impacts between parks and open spaces

Opportunities

Connect to Beaver Ruin Greenway (Norcross/Gwinnett)

Connect to Norcross-Lilburn Trail (Community Improvement District)

Connect to Crooked Creek Greenway (Peachtree Corners)

Connect to Chattahoochee Riverlands Project (3.5 miles from the Hooch)

Connect Downtown Historic Norcross to residential hubs

Connect existing parks, historical markers, cemeteries and neighborhoods

Connect people and Nature for healthier living, our children to a healthier future

Create a loop trail approximately 2 (3? 4?) miles long

Create “linear parks” along existing roadways and easements, leveraging existing sidewalks and trails

Create opportunities to learn about and interact with community assets such as public art, history, cultural diversity and nature.

Benefits

Supports property values and reduces stormwater costs and impacts

Supports Norcross **Comp Plan** initiatives and visioning

Supports Norcross **Master Parks Plan**

Supports **Green Communities** Platinum recertification criteria

Supports **Life Long Communities** initiatives

Supports **Historic Preservation** initiatives

Supports **Tree City USA** recertification criteria

Supports opportunities for **Citizen Boards** to work together

Supports **Atlanta Regional Commission's** initiatives for securing a healthy and sustainable future for our region.

Supports people and Nature, ensuring our children enjoy our living legacy

“ Norcross will be a dynamic and welcoming community in which generations of diverse citizens can engage, create, contribute, and flourish. ”



Connecting the Walkable Watershed Trail to the Norcross Comp Plan

GOAL 2

Continue to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Norcross is a welcoming community where all citizens thrive regardless of age, income or ethnicity. There is a wide variety of housing, shopping, recreation, and employment options in the city. Residents and visitors are safe and secure in their homes and on the go in the city.



Policy 2-1: Encourage transit-oriented development, or compact mixed-use areas, near transit hubs.



Policy 2-2: Support existing neighborhoods through regular public investment in recreational amenities and maintenance programs.



Policy 2-3: Promote walkable, bicycle friendly, safe neighborhoods.



Policy 2-4: Encourage walkability, interaction among businesses, clear visibility of entryways and centralized open space.



Policy 2-5: Provide pleasant, accessible public gathering places.



Policy 2-6: Encourage new parks and community facilities to be located as focal points in neighborhoods.

Policy 2-7: Support the increased availability of affordable, local, healthy food.



Policy 2-8: Integrate educational opportunities into parks and recreational services, public libraries, museums, and other cultural amenities.

Policy 2-9: Ensure adequate supplies of quality water through protection of ground and surface water sources.

Policy 2-10: Encourage and incentivize the construction of publicly accessible plazas and greenspace through redevelopment.

“ Norcross will be a dynamic and welcoming community in which generations of diverse citizens can engage, create, contribute, and flourish. ”



Connecting the Walkable Watershed Trail to the Norcross Comp Plan

GOAL 3

Increase Opportunities for Travel via Different Modes within and Outside the Community

Norcross is connected! Safe pedestrian routes, including sidewalks, crosswalks, and multi-use trails provide connections between the city's activity hubs. The city's development policies and political leadership are supportive of increasing efficient transit services connecting Norcross with destinations throughout the Atlanta region.

- ✓ **Policy 3-1:** Promote safe and efficient transportation for pedestrians, cyclists, transit riders, and drivers.
- ✓ **Policy 3-2:** Support the expansion of regional transit access in Norcross.
- Policy 3-3:** Coordinate transportation improvements with existing and planned development.
- Policy 3-4:** Enhance the existing roadway network to improve safety and limit congestion.
- Policy 3-5:** Encourage parking to be located behind and to the side of buildings.
- ✓ **Policy 3-6:** Improve pedestrian and bicycle access to existing facilities.
- ✓ **Policy 3-7:** Create pedestrian-friendly streetscapes through public investment, zoning regulations and design guidelines.
- Policy 3-8:** Balance the needs of freight traffic with minimizing impacts to the community.
- ✓ **Policy 3-9:** Support the Gateway85 CID's investment in local transportation improvements.
- Policy 3-10:** Work with Gwinnett County regarding congestion on major corridors.



Don't let ours be the last generation to know natural places in Norcross.



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City of Norcross

Legislation Details (With Details)

File #:	20-5874	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Wayfinding Update and Recommended Next Steps		

Sponsors:

Code Sections:

Attachments:

1. [Norcross Policy Meeting Agenda Item Memo](#)
2. [Proposal by DeNYSE](#)
3. [Estimate 96396b - Large EMC - United Signs](#)
4. [Electronic Messaging Center 4G One Pager Info Sheet](#)
5. [Product General Information Booklet](#)

Title

Wayfinding Update and Recommended Next Steps

Drafter

Pam Ledbetter

Policy Meeting Memorandum

To: Mayor and Council

From: Pam Ledbetter, Communications Dept

Date: Friday, September 11, 2020

Project

Wayfinding Update and Recommended Next Steps

Summary

Recommendation to install a digital message center display in the gateway monument sign at the corner of Holcomb Bridge Rd and Peachtree Industrial Blvd at a cost of \$19,400.

Details

Phase 2 of the wayfinding project is complete. This phase included the repair and replacement of any wayfinding signs identified in Phase 1 - Audit stage as in fair or poor condition and not meeting the approved signage brand guidelines. There were a total of 32 signs identified in this phase. During Phase 1, the consultants also identified locations within the city for the placement of monument signage to act as gateways.

Communications team has worked with the city grant writer to find and apply for grants to offset costs for these monument signs. As this is an on-going project and we are at the mercy of those grant award timelines, staff would like to recommend to council that the next step should be to update and install a digital display board to replace the static board in the existing gateway monument sign located at the intersection of Holcomb Bridge Rd and Peachtree Industrial Blvd near the newly renovated hotel opening soon. This is a prime high traffic location and with the opening of the new hotel this winter will further the opportunity for even more promotion of our city to hotel guests looking for something

to do and lend itself well to the enhancement of timely messaging and promotions for the city with this new technology capability.

Staff recommendation is to accept the proposal provided by United Sign Company in the amount of \$19,400. Staff is confident that we will be awarded one of the grants by the first of November and this will offset the cost by \$5000. Staff also is working with consultants to provide additional recommendations for construction of new gateway monuments in the identified key locations and gather proposed costs and artistic renderings for each keeping within our signage guidelines to present to council in the very near future. We have applied for other grant opportunities to offset the cost for new gateway monument signs and hope to know more about those by the end of year.

Attachments:

- Proposal by United Sign Company
- Proposal by DeNYSE
- Rendering by United Sign Company
- Product General Information Booklet
- Electronic Messaging Center 4G One Pager Info Sheet

Staff Recommendation:

- Accept proposal by United Sign Company in the amount of \$19,400
- Pull funds from approved Capital Improvement Fund - Parks
- Note - Cost should be offset by an additional \$5000 grant award received by early November.

Sell To

Company: City of Norcross
Contact: Pam Ledbetter
Phone: 678-407-8820
Address: 65 Lawrenceville Street
Norcross GA 30071

Ship To

Property: City of Norcross
Contact: Pam Ledbetter
Phone: 678-407-8820
Address: 6050 Peachtree Industrial BLVD
Norcross GA 30071

Scope

Line #	Sign Type	Description	Qty	Price	Total
1	Main ID-1 - EMC	4' x 8' CABINET STYLE EMC BOARD 6mm single face LED board with high resolution and dynamic display and cellular communication.	1	\$15,678.00	\$15,678.00
2	--	INSTALLATION OF BOARD	1	\$2,222.00	\$2,222.00
Scope Sub-Total					\$17,900.00
Additional Charges Sub Total:					\$0.00
Taxes:					\$940.68
Grand Total:					\$18,840.68

Proposal Notes

**Permitting and Engineering are not included in this proposal. If needed, actual charges will be applied at the time of final invoicing.

Attachment: Proposal by DeNYSE (20-5874 : Wayfinding Update and Recommended Next Steps)

Title Schedule

Site	Sign Type	Message
	Main ID-1	

Attachment: Proposal by DeNYSE (20-5874 : Wayfinding Update and Recommended Next Steps)

Sell To:	City of Norcross	Scope Summary	
Ship To:	City of Norcross	Scope Sub Total:	\$17,900.00
Proposal Number:	54655	Additional Charges Sub Total:	\$0.00
Revision Number:	0	Taxes:	\$940.68
Date:	9/11/2020	Grand Total:	\$18,840.68

All material is guaranteed to be as specified, and the above to be in accordance with the drawings and or specifications submitted for the work described, and completed in a workmanlike manner.

Note: The attached proposal is submitted and priced based upon normal production time and does not include an allowance for overtime pay. If portions of the job or the entire job require overtime to meet customer's accelerated completion schedule, post signing date, additional charges may be incurred. This proposal may be withdrawn if not accepted within 60 days. Work will not begin until down payment and written acceptance are received. Any alternate contracts or terms and conditions may alter pricing and void this quote.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate to be paid by the purchaser. In the event of a breach of contract by purchaser, Seller will be entitled to attorney's fees in a court proceeding. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers Compensation and public liability insurance on above work to be taken out by Seller. Once signs are installed, Purchaser is responsible for all insurance (fire, tornado, etc.). DeNYSE Companies, Inc. will not carry any insurance on signage after installation is effected.

Covid-19 Notifications Due to the current COVID-19 pandemic certain materials needed to make signs have been in short supply. Some products have been delayed in manufacturing supply chains due to plants shutting down. While we will do our best to work thru the sourcing process, we cannot anticipate all supply chain delays. We will continue to keep customers informed of any foreseeable delays as well as communicating delays when learned by our team. We will continue to work in the best interest of our clients to complete jobs as timely as possible.

Terms and Conditions

Force Majeure Notwithstanding anything to the contrary contained herein, DeNYSE Companies shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, viral outbreaks, shortage of supply, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, DeNYSE Companies agrees to make a good faith effort to perform its obligations hereunder.

Payment All jobs are contracted on a 50% deposit down, remainder due COD basis, unless credit has been extended. Our terms are Net 15 days with 2% interest applied to balances over 30 days. Corporate policy dictates filing a claim of lien if payment is not received within terms. All signs remain the property of DeNYSE Companies, Inc. until such time payment is received in full. Delinquent payments will result in repossession of signs by DeNYSE Companies, Inc.

All fees associated with invoicing by means of 'Construction Payment Management' software will be added to the final Invoice. No administration or "CPM" fees have been added to this proposal.

Credit Payment terms may be extended once a credit application has been submitted and approved for first time customers and existing customers who have not done business with DeNYSE Companies, Inc. within the last 24 months. Payment by customers who do not qualify for the extended terms will be cash on delivery basis. Visa, MasterCard and American Express also accepted as payment (additional fee may apply). All new customers must also supply a current Form W-9 to DeNYSE Companies, Inc. before credit terms can be applied.

Utility Locate, Removal of Site Indication & Posted Documents DeNYSE Companies, Inc. performs normal and customary call before you dig services on all installs that are adjacent to public property. We do not call for utility locate services on private property unless specifically instructed to do so and a fee is noted on the proposal to perform this service. Removal of utility-locate flags, sign location markers, and posted permitting documents will result in additional trip charges and/or back charges to Purchaser. We will seek reimbursement for actual fees incurred if overhead wires must be sleeved to facilitate installation. DeNYSE Companies, Inc. cannot be responsible for sprinkler lines unless lines are marked by the original sprinkler system installation company. All down time associated with sprinkler repair will be billable at our normal installation rate, plus materials. If the repairs are done by a professional company, the contract for services will be between the purchaser and repair company.

Artwork Specific, existing logo artwork shall be provided by others, on disc, ready for output, unless otherwise specified. All drawings submitted to DeNYSE Companies, Inc. by client are to be free of encumbrances. Any drawings submitted from third parties must include a written release of copyrights. If a release is not available, we must have a written release of liability from client in order to use others artwork.

Copyright All sign designs, sketches, drawings, proposals, specification sheets and any information given to or created for you are the sole property of DeNYSE Companies, Inc. and may not be recreated, reproduced, faxed, mailed, emailed, scanned, transferred, published, used or changed in any manner or used for securing price comparisons without the express written permission of an authorized representative of DeNYSE

Companies, Inc. or unless design services are paid in full. Violators will be subject to a \$15,000 fine and prosecuted to the full extent of the law.

Warranty Seller warrants non-illuminated signs against defective workmanship and materials for one (1) year from date of shipment or installation by DeNyse Companies, if installation is effected by Seller. During this period Seller agrees to repair, replace, or reimburse at no cost to the owner, any portion of our work that is defective. Please contact your project manager to schedule any repair work.

Lighted signs are warranted for one (1) year from date of shipment or installation from DeNyse Companies for parts and labor. After one (1) year, normal repair or replacement service calls are charged at their regular rate. Ballasts and/or transformers are warranted for one (1) year; materials only. Regular service call mobilization charges apply. Lighted bulbs and neon are warranted for 90 days; parts and labor.

Documentation Any documentation required by purchaser from vendor, including Certificates of Insurance and Releases of Liens, must be requested with original proposal at time of order. Any Delay in payment over thirty (30) days will result in a 2% finance charge, if documentation was not requested at time of original purchase.

Sales Tax All applicable taxes payable under the laws of the state into which the property is to be delivered or installed and mentioned herein shall be added to the price quote, unless such tax is paid directly by Purchaser or shown to be included in said quote. Purchaser shall be responsible for all sales taxes due, including any changes in tax rate at time of invoicing.

Cancellation Clause This contract proposes custom made signs, and when accepted, is not subject to cancellation after signing. Seller shall not be responsible for errors or changes in plans, designs, specifications or drawings furnished by Purchaser. Seller shall be compensated for additional work performed due to such changes. Seller retains ownership of all original artwork, copyrights and products until such time as the invoices are paid current along with any interest due.

Change Orders Should the owner, or his agent, request changes affecting the scope of work detailed in this proposal, a written change order notice will be issued by the seller, detailing such change and stating any price adjustments that will be necessary. Purchaser becomes liable for any additional charges incurred per said change order. The time allowed for performance of work may also be adjusted according to amount and extent of adjustments actually allowed.

Electrical All lighted signs and EMCs are configured to use 120volt service, unless otherwise specified. All necessary electrical wiring to sign and hookup will be the responsibility of the purchaser, per the specs shown in the drawings, unless noted in above contract. Any disconnection of existing electrical wiring must be performed prior to the Seller's projected installation date. Seller is not responsible for damage to the sign caused by improper voltage connected to the sign and all warranties are void for signs hooked to the wrong voltage. Underwriters Laboratory now requires a dedicated fault line. Failure of the purchaser to adhere to this requirement is dangerous and the liability of damage to the property is the responsibility of the purchaser.

Permitting Purchaser agrees to secure all necessary permits from the authorizing county or city that is required for the installation of these signs unless specified as a separate line item in the above contract. Variance processing and associated fees, also, are not included unless specified as a separate line item. Purchaser assumes all liability with regard to the same and damages caused by the sign(s) or by reason of it being on or attached to the premises.

Engineering Structural engineering calculations have not been calculated unless requested and listed as a separate line item on quote. The cost of such is not included in this proposal unless otherwise specified. Some municipalities will require changes in structures at their discretion. Because this bid is on a speculative basis, we have designed and quoted your project using standard engineering practices. Additional expenses may be incurred, after this proposal has been signed, if code enforcement officers require unique engineering that could not be foreseen. The purchaser's option is to authorize engineering fees to obtain proper stamps and approvals prior to formalizing seller prices or proposals.

Bonds / Waivers If a Performance Bond is required, an add-on charge of 4% will be assessed to the stated contract price at the time of invoicing. Waivers of subrogation can only be requested before job commences. All requests must be in writing and before quotation is finalized. A \$250 charge will be added to final invoicing for this requested item.

Installation The seller is released from liability for any damage to existing landscape plantings during performance of installation or service work unless detailed in this proposal. Additional charges may be incurred if removal or replacement of said plantings is required by the Seller's crew members when not provided for in the above proposal.

Rough grade of +/- 2 degrees and compaction of 2,000 psi minimum are to be provided by others where applicable before installation of signs. Dirt removed for footings will be spread around sign where applicable. Removal of dirt from site is not included in the cost of this proposal and will be included on final invoice at cost.

Free and clear access to installation site with lifts and installation equipment must be available. Seller assumes an 80' crane is adequate to reach applicable site with adequate lifting ability. Charges may apply for trips made to site if not ready after confirmation of readiness with supervisor.

Quoted installation charges subject to change due to unforeseeable rock, ledge, water or foundation conditions, as well as errors in brick or masonry work fabricated or subcontracted by customer without supervision by Seller, encountered upon installation. An additional cost based on our labor, plus 100% of subcontract labor and material, will be added to the above shown pricing.

Structurally engineered blocking, concrete footing, bases, j-bolts and substructure are by others unless otherwise stated in above proposal. Seller is not responsible for structural integrity of before mentioned. Seller is responsible for connection to substructure, j-bolts, bases and colored concrete only.

Seller assumes that all signage will be protected from other contractor trades after installation. Seller is not responsible for cost of repairs due to

Attachment: Proposal by DeNYSE (20-5874 : Wayfinding Update and Recommended Next Steps)

damage by others.

Purchaser assumes all liability for damages done to property, or expenses incurred, as a direct result of their instruction; i.e., heavy equipment damage to paving of any type when purchaser directs seller to go forward with installation under adverse conditions and etc. Seller is not responsible for any debris left, or damage caused, onsite by other subcontractors.

Seller is not responsible for damage to sprinkler/water lines during installation, unless purchaser has sufficiently marked locations of said water lines in proximity to the proposed sign location before installation begins.

Additional Administrative Fees The attached pricing does not include charges for completion of additional paperwork for HUD, Federal Housing, CCIP, OCIP, indemnity clauses or other documentation; ie., hours/payroll reporting, material details, costs, and/or notarized documentation. If required to comply with regulations, an additional fee equal to ½-1% of the total contract amount may be incurred.

Invoicing All signs will be invoiced at completion of fabrication (before installation) unless installation is to occur within fourteen (14) days of completion. If installation is delayed or continued after that fourteen (14) day period, install charges will be billed separately, prorated by trip.

Storage Signs may be stored by DeNyse Companies, Inc up to thirty (30) days after completion at no charge. Beginning at thirty-one (31) days, a storage fee will be added to the contract total at no less than \$30/per month per pallet. DeNyse Signs will not be responsible for signs if storage fees have not been paid. Unless other contract or arrangements are agreed upon in writing, any sign(s) remaining after six (6) months, without receipt of storage fees, will become the property of DeNyse Companies, Inc.

Retainage Regarding new construction, purchasing company advises intent to retain _____% of total purchase price until such time as all work described in above proposal has been completed and approved by their authorized agent.

Governing Law It is agreed that this contract shall be construed according to the laws of the State of Georgia.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. The below given authorized signature shall evidence acceptance of these terms and conditions. Payment will be made to DeNyse Companies, Inc. as outlined above.

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Attachment: Proposal by DeNYSE (20-5874 : Wayfinding Update and Recommended Next Steps)

ESTIMATE

**United Signs Corp.**

853 S. Peachtree Street Suite 105
Norcross, GA 30071

Phone: (678) 203-6044

Email: info@UnitedSignsGA.com

Web: www.UnitedSignsGA.com

*** City of Norcross - Pam Ledbetter**

365 S Perry St
Lawrenceville, GA 30046

(404) 242-8272

Estimate # 96396b

Date 09/10/2020

Business / Tax # 47-3113184

Description	Quantity	Rate	Total
Electronic Message Center	1.0	\$17,400.00	\$17,400.00
- 52.5 square feet			
- 128" x 58.3" x 4.7"			
- 10mm			
- Single Sided			
Installation	1.0	\$1,500.00	\$1,500.00
4-G Controller	1.0	\$500.00	\$500.00

Subtotal \$19,400.00

Total **\$19,400.00**

Deposit Due **\$9,700.00**

Notes:

* Customer Responsible for Providing Required Electric to Sign Location

* Customer to Provide Sim Card from Major Cell Carrier

Attachment: Estimate 96396b - Large EMC - United Signs (20-5874 : Wayfinding Update and Recommended Next Steps)

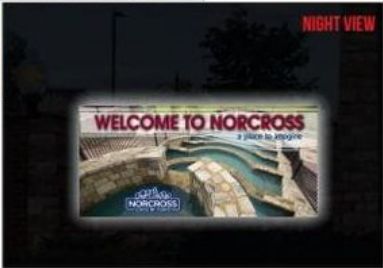
NORCROSS EMC MONUMENT

PAGE 2



Scale : 1/4"=1'-0"

OPTION (B)
New 128" x 58.3" x 4.7" EMC
P10RGB-910P





UNITED SIGNS
A DIVISION OF

404-272-2833
853 S. Peachtree St.
NORCROSS, GA 30071
WWW.UNITEDSIGNS.COM

WE SERVE

SITE INFORMATION
Norcross Monument

PROJECT MANAGER
James Lowe

DESIGNER
TMI

DATE
9/19/2020

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	09/19/2020
2	ISSUED FOR CONSTRUCTION	09/19/2020
3	ISSUED FOR FINAL REVIEW	09/19/2020
4	ISSUED FOR INSTALLATION	09/19/2020
5	ISSUED FOR MAINTENANCE	09/19/2020

NOTE
XXXX



ELECTRICAL DIAGRAM

United Signs, Inc. is a professional design and construction company specializing in the design and construction of all types of signs. We are a full-service company with a team of experienced designers and installers. We are committed to providing the highest quality service and products to our clients. We are a member of the International Association of Sign Manufacturers (IASM).

All material, fabrication and installation is guaranteed to be as specified and the above to be in accordance with the drawings and or specifications submitted for the work described, and completed in a workmanlike manner.

United Signs agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period. Failures include but are not limited to the following: Deterioration of finishes beyond normal weathering and separation or delamination of sheet materials and components. Warranty period is one (1) year from date of deposit receipt.

Note: The attached proposal is submitted and priced based upon normal production time and does not include an allowance for overtime pay. If portions of the job or the entire job require overtime to meet customer's accelerated completion schedule, post signing date, additional charges may be incurred. This proposal may be withdrawn if not accepted within 60 days. Work will not begin until down payment and written acceptance are received. Any alternate contracts or terms and conditions may alter pricing and void this quote.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra attorney's fees in a court proceeding. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers Compensation and public liability insurance on above work to be taken out by Seller. Once signs are installed, Purchaser is responsible for all insurance (fire, tornado, etc.). United Signs Company, Inc. will not carry any insurance on signage after installation is effected.

50% Deposit due at the time of order All checks payable to United Signs.

* Remaining 50% Due - Upon Completion of Installation *

TAXES WILL BE DETERMINED UPON FINAL INVOICE

Estimated Production Time: 20 Business Days (Estimate)

**Credit Cards are accepted with an additional 3.0% processing fee.

Terms of sale:

1. Title of all merchandise listed here will remain the property of United Signs, Inc., until full payments are made.
2. 30% restocking fees will be charged if orders are cancelled.
3. No refund/ no exchange on custom made items or special order items. Any parts orders cannot be cancelled or returned.
4. Insufficient funds will be charged \$35.00
5. Orders not picked up in 90 days will be cancelled and customer will lose their deposit - Unless previously agreed.
6. Customer agrees to pay all collection costs.
7. United Signs warrants LED components for one (1) year, paint & manufacturing defects for one (1) year.
8. All electrical work is the responsibly of the client. United Signs will "hook up" sign components. United Signs will provide Mechanical Timers or Photo Cells if requested/quoted.
9. United Signs is not responsible for any landscaping, surrounding pavement/concrete, hardscapes or repairing damaged landscaping due to construction of any signage. This includes: Damage to Sod, bushes, shrubs, flowers, trees, etc. United Signs will provide notification if damage may or may not (has) occur (occurred) and will coordinate to avoid if possible.
10. Customer understands that production and installation timelines are estimates and are subject to change with or without notice.
11. United Signs does not store signs. However, we will hold signs for up to 90 days at no charge to customer. Because we are a manufacturer we cannot store long-term and will dispose of any signage left in our warehouse more than 6 months without notice to customer.
12. United Signs is not responsible for fabrication irregularities or outright errors that could affect a 3rd party. We do warrant our craftsmanship and take responsibility for errors of the

actual product delivered. Customer agrees to hold United Signs harmless for any financial loss that may occur do to our errors in any way.

13. The warranty is invalidated if the defect is caused by misuse, neglect, and tampering. Purchaser also assumes the responsibility of securing said permits. If it becomes necessary to place this contract with an attorney for collection, suit or other legal action, I/we hereby agree to pay all costs of collections, suits or other legal expense. This agreement shall be governed by the laws of the state of Georgia in Gwinnett County.

14. Customer agrees to be available or have a representative available for United Signs to gain access to installation site. Regardless of communication error United Signs has to add an additional \$250 trip charge if our service department cannot gain access to site.

15. United Signs is a designer, manufacture & installer. Sign permit(s) are the responsibility of the customer unless noted on invoice.

16. Approval is accepted when deposit is received.

17. Fabrication timeline begins after shop drawings are completed. Actual fabrication begins when the project makes its way through our production pipeline.

18. Rush projects are 25% additional fee. This will put the project at the front of our production pipeline.

19. Rock Clause: Price for excavation are for favorable working conditions. If conditions such as rock formations, high water table or any other unforeseen problems requiring additional materials, time and labor, the responsible individual will be notified and any additional costs will be added to the invoice.

Please verify all wording, spelling, art and sizes are correct before approving.

Please note:

*Once approved, you are responsible for the remake cost should any errors be found after production begins.

*colors portrayed on proof may not match final product due to difference between digital and pigmented colors.

* Variance and/or Engineering fees not included if required by municipality

*Please reply to info@unitedsignsga.com. Replying to any other email may result in a delay in production or changes to your order.

* City of Norcross - Pam Ledbetter

Wireless and POE are standard options on United Signs EMC controllers. By special order, clients may now request a 4G controller instead. Customers either purchase a data plan through United Signs or provide their own sim card with data plan

MOBILITY:

- Cloud Based EMC Software
- Access EMC's and Adjust Program from Any Internet Connected Computer or Cell Phone
- Access, Control & Update Multiple Signs Instantly
- 4G LTE Speed

BACK-UPS:

- Automatic Software & Firmware Updates

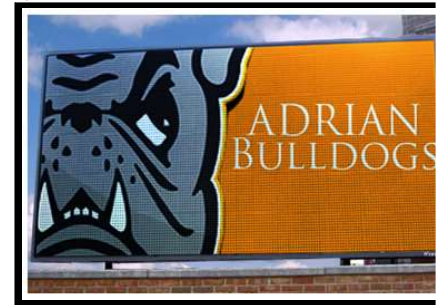
SECURITY:

- Layered Password Protection

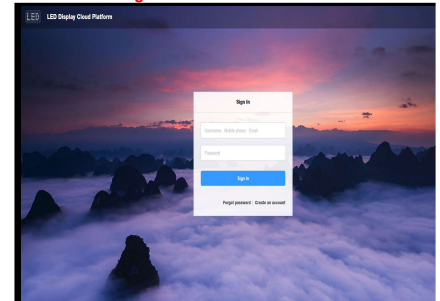
EASE OF SETUP:

- No Network or Fiber Installation Needed
- No Networking or Antennas Needed

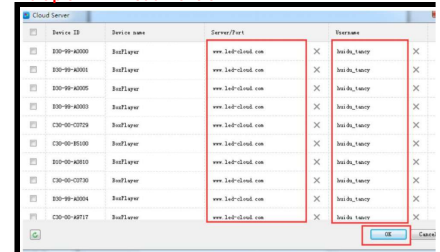
10mm EMC



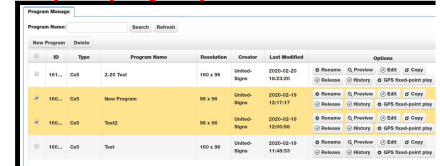
Cloud Server Login



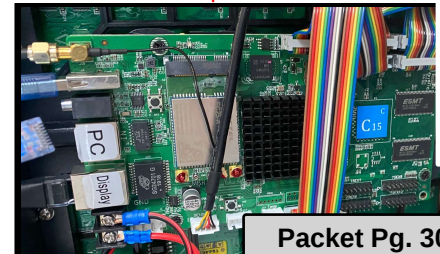
Multiple EMC Cloud Control



Ability to Vary Program by Location



C15 - 4G/5G Controller Chip





UNITEDSIGNS

ARCHITECTURAL SIGNAGE

UNDERSTANDING A LED SIGN



UNITEDSIGNS®
ARCHITECTURAL SIGNAGE

CONTENTS

What is a LED sign? _____	pg. 2
How does a LED sign work? _____	pg. 4
Who should consider investing in a LED sign? _____	pg. 6
How does LED sign advertising compare? _____	pg. 8
How do I chose the right LED sign? _____	pg. 10
How much should I budget? _____	pg. 12
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How do I move forward? _____	pg. 16

SUMMARY

TARGETED ADVERTISING IS KEY TO INCREASING FOOT TRAFFIC FOR YOUR LOCATION AND BOOSTING SALES.

Many businesses struggle to get results from traditional advertising media like newspaper, radio and television. An outdoor digital sign offers the most cost-effective tool for delivering vibrant, eye-catching advertising to customers.

01

What is a LED sign?



A LED (light emitting diode) is an efficient, effective & ultrabright alternative for your signage needs.



IMPERIAL THEATRE
Complete Custom LED

LEDs typically have a 100,000 hour life-span or over 11 years

LED signs are made up of individual panels, or modules, that measure about twelve inches square. This design allows signs to be configured in almost any size.

Each module contains LEDs arranged in pixels. A high-quality color sign will typically have three diodes per pixel: one red, one green and one blue. The distance between the center of one pixel to the center of the next determines the resolution of the sign.

This measurement is expressed in millimeters, and is referred to as pixel pitch. The lower the number, the higher the resolution and the image quality of the sign.

A LED sign is just one component of a sign's structure. It can also include a business's identification sign. Messages on the LED portion are programmed and scheduled using software installed on a computer that controls the sign.

02

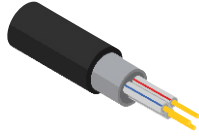
How does a LED sign work?



A LED sign is programmed through a standard PC that connects to the sign one of three ways:



WIRELESS CONNECTION



FIBER OPTIC CABLE

WIRELESS RADIO
(RWF or high-security)

4G WIRELESS

The sign is programmed with software that allows the user to create, schedule and update messages. The sign owner can choose and arrange text and images for each sign message.

Once created, messages, also referred to as content, can be scheduled and updated right away, or can be pre-scheduled weeks or months in advance.

EXECUTIVE PLAZA
LED

03

Who should
consider investing
in a LED sign?



Any businesses or organizations with access to vehicle or pedestrian traffic can use LED signs to promote events and products, and increase their interaction with consumers. Many already invest in more traditional advertising to reach potential customers. Advertising with an LED sign is less expensive, and more responsive and flexible.

Advantages of having a LED sign

1. They have high-levels of brightness and intensity
2. They are very efficient
3. hey use Low-voltage and current
4. Radiate Low Heat
5. Reliable (resistant to shock and vibration)
6. No UV Rays
7. Long Life Span
8. Easily controlled and programmed



Belding High School
96" x 48" EMC

04

How Does LED Sign Advertising Compare?



The true value of an advertisement is measured in cost per thousand impressions (CPM). The more people you can reach for less money, the better. LED sign advertising has a far lower CPM than radio, newspaper or television, so messages bring a greater return on investment. LED signs can be updated frequently, without the need to spend time and money on production.

A programmable LED sign enables you to communicate instantly with viewers, and tailor messages according to the time of day or other conditions - like the temperature outside. You can react instantly with messages that get attention from viewers.

TRADITIONAL MEDIA FALLS



-31%

Overall newsprint readership across all demographics has declined by over 34% between 2006 and 2016.



-34%

Weekly time spent listening declined 31% from 2007 to 2016.



+20 Hours

The average time per week American travelers spend on the road driving the same route every day, according to a study by *Arbitron*.

59% of small business owners who reported more sales after installing an on premise sign, according to the *National Signage Research & Education Conference*.

05

How do I
choose the
right LED Sign?

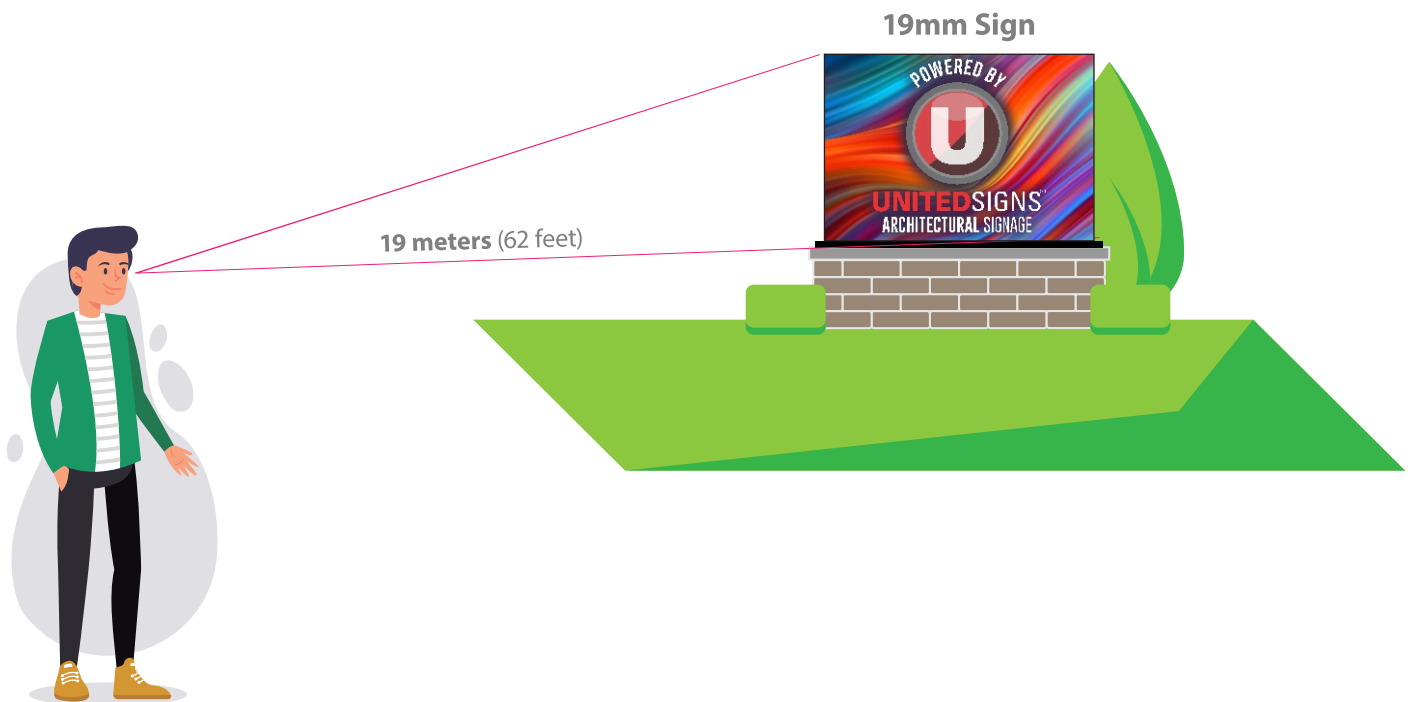


As you learn more about LED signs, **United Signs** will be a valuable source of information. The next few pages contain items for you to consider in your planning.

THE DISPLAY SIZE of your sign will vary according to factors like the speed of traffic in the area, the sign's distance from viewers, other signs in the area, and the type of content you plan to display.

PIXEL PITCH measures the distance between each cluster of LED diodes. The closer the spacing, the tighter the resolution and the higher the image quality.

When choosing a LED sign, viewing distance is one of the most important factors to consider. Signs located in high traffic areas where vehicles pass by at a distance can use a lower resolution EMC and still display a clear, crisp image. Messages viewed from closer distances where traffic moves slower or frequently stops are a good fit for a higher resolution sign. A quick way to estimate the viewing distance is to change the pixel pitch, in millimeters, to meters for an estimate of the viewing distance needed.



06

How much
should I
budget?

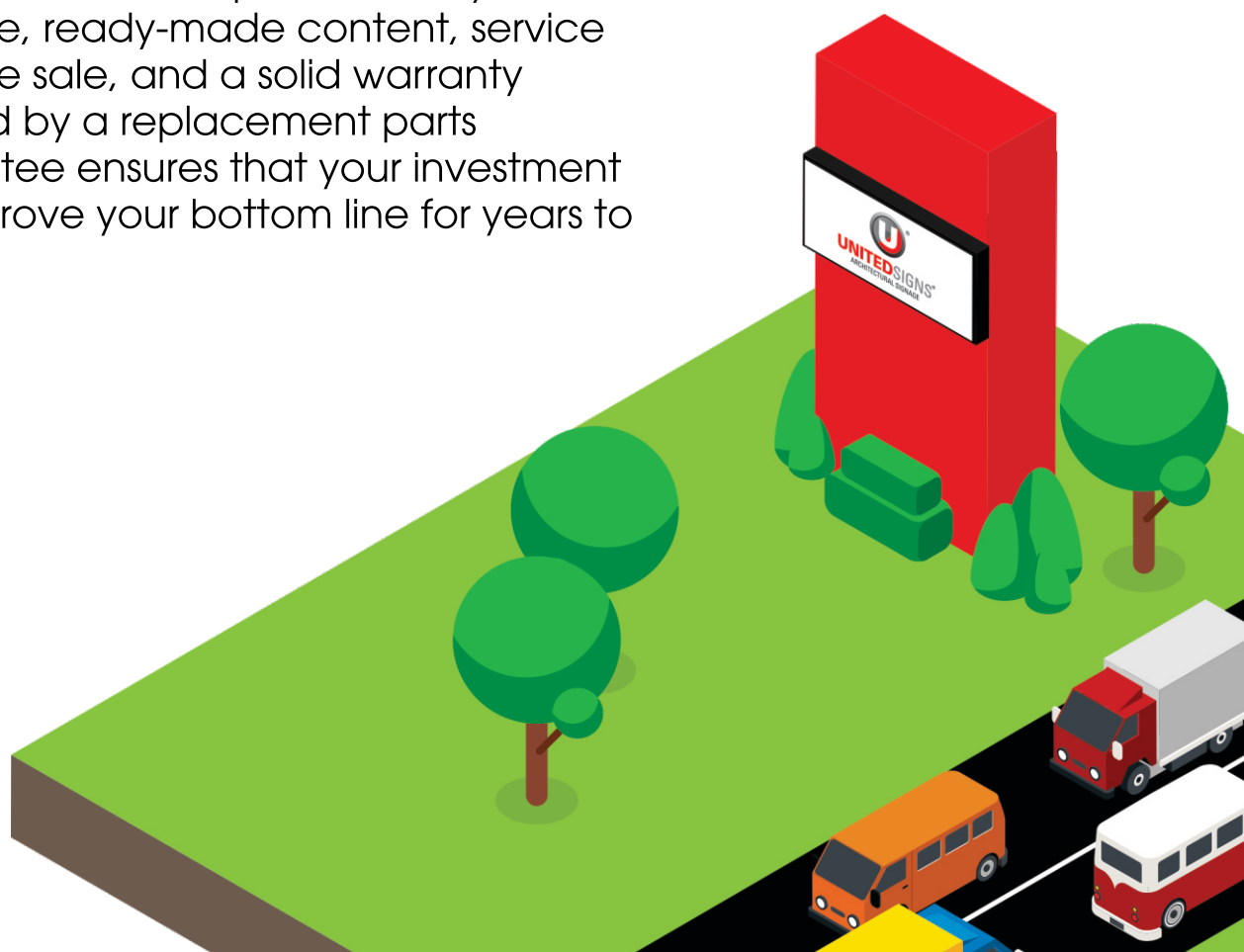


Making an Investment

There are a lot of variables to consider when buying an LED sign. The size, pixel pitch, color and display features will determine the final price tag. The quality of the components and adherence to industry and governmental standards will also affect the cost. Generally, the price of a quality LED sign will run between \$15,000 for a small, monochrome sign, up to \$500,000 for a very large, full-color video display.

Although that price might surprise many interested buyers, it's important to remember that a digital sign is more than just a capital expenditure. A programmable sign puts the power of promotion and communication into your hands. You can bypass costly production services and respond to market changes more immediately.

It's also important to consider what is included with an LED sign purchase. Quality components, energy efficiency, governmental compliance, easy-to-use software, ready-made content, service after the sale, and a solid warranty backed by a replacement parts guarantee ensures that your investment will improve your bottom line for years to come.



07

Why United?



RELIABILITY

United signs have the longest uptime of any manufacturer in the industry. Ventilation and solid construction make installation easy and reduce the possibility of failure. Fewer connection points systematically increase reliability for the life of your LED sign.

QUALITY CONTENT

Our EdgeX® management software is an easy-to-use, intuitive program for creating and scheduling messages. Software training is available to help everyone on your team learn how to create eye-catching messages. Dynamic features let you schedule messages based on temperature or weather changes, and our optional cloud-based software options makes it possible to control one sign, or many, from any internet connected device.

UNMATCHED DURABILITY

United Signs encapsulates every LED module in a thick bed of silicone gel for superior weather resistance. Our products are rigorously tested for durability and are proven to withstand internal cabinet temperatures from -40 °F to 140 °F.

STELLAR SERVICE

We provide unmatched customer support to both the sign company and you. With more than **30** years in business, we have the experience and resources to deliver superior quality and customer service.

FCC COMPLIANCE

United Signs' engineers deploy a variety of in-house tests aimed at confirming emissions compliance throughout the design process. Then, as prescribed by the law, each final design is tested by an accredited independent lab.

Visit our Facebook Page for Pictures & Videos!



08

How do I move forward?



CONTACT US TODAY TO GET STARTED.

Our design services can demonstrate the visual impact of a LED sign on your site.



Call us at **678-203-6044**
or learn more at
www.unitedsignsga.com



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

City of Norcross

Legislation Details (With Details)

File #:	20-5875	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Police Department Surplus Vehicle Request		

Sponsors:

Code Sections:

Attachments:

1. [Surplus Vehicle Memo to Mayor and Council](#)

Title

Police Department Surplus Vehicle Request

Drafter

Bill Grogan



NORCROSS POLICE DEPARTMENT

BILL GROGAN, CHIEF OF POLICE

TO: Mayor & Council

FROM: Bill Grogan, Chief of Police

DATE: September 2, 2020

REF: Request for Surplus of Five (5) NPD Vehicles

The following five vehicles are in the NPD fleet and due to high mileage and/or poor mechanical condition are unsafe for police use. I recommend these vehicles be sold as surplus:

2007 Ford Crown Vic (Unit 942): 134,268 miles, VIN: 2FAFP71W47X154875. Purchased 05/01/07.

2008 Ford Mustang (unmarked): 80,000 miles, VIN: 1ZVHT82H685200680. Purchased 05/18/08.

2008 Ford Crown Vic (Unit 967 / old K9 car): 112,000 miles, VIN: 2FAFP71V48X176285. Purchased 07/23/08.

2011 Ford Taurus (detective): 115,000 miles, VIN: 1FAHP2DW4BG179331. Purchased 05/27/11 with Federal Seized Funds.

2011 Chevrolet Silverado (CSI/Prop Evidence): 180,000 miles, VIN: 3GCPCREA3BG147567. Purchased 11/03/10 with Federal Seized Funds.

Attachment: Surplus Vehicle Memo to Mayor and Council (20-5875 : Police Department Surplus Vehicle Request)



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

City of Norcross

Legislation Details (With Details)

File #:	20-5876	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Food Truck Discussion		

Sponsors:

Code Sections:

Attachments:

1. [Food Truck Memo](#)
2. [Food Trucks and Push Carts](#)

Title

Food Truck Discussion

Drafter

Tracy Rye



Community Development and Planning

TO: Mayor and Council

FROM: Tracy Rye, AICP, Community Development and Planning Director
William Corbin, Economic Development Director

DATE: September 21, 2020

SUBJECT: Discussion on food trucks and mobile push carts

CC: Mary Beth Bender, Interim City Manager

Background:

The City adopted a mobile push cart ordinance as well as a food truck ordinance in 2009. Since that time, food trucks and mobile push carts have become more prevalent in cities and at events. The City has seen an increase in food trucks and complaints regarding food trucks and other mobile vendors on private properties that do not meet the City's current ordinance requirements and staff wanted to have a discussion on whether or not the ordinance needs to be revisited or possibly revised to address the issue. The relevant ordinances are attached for review purposes.

Attachment: Food Truck Memo (20-5876 : Food Truck Discussion)

This is section 202-3 from the UDO

E. Food Truck

Food Trucks may only be located on a lot with a principally permitted use on the same zoning lot, and are conditionally permitted in a C-2, M1, CX, HX, NX, and BH zoning districts provided the following conditions can be met:

1. Food trucks may not conduct sales when parked on a public street unless approved for a City sponsored event or between the hours of 10 pm and 7 am.
2. The food truck must be licensed by the Health Department and have a valid business license for food truck operations.
3. A minimum one-half acre lot is required.
 - a. A maximum of 2 food trucks on lots a one-half acre to one acre in size.
 - b. A maximum of 4 food trucks on lots greater than one acre.
4. Temporary outdoor seating is only permitted upon review and approval of the Community Development Director.
5. Food trucks shall not block any ingress/egress or vehicular circulation in a parking lot, loading/unloading area or building entrance.
6. Food trucks shall not block any fire hydrant or fire lane.
7. Food truck operations shall be limited to the operating hours of the primary business on the lot.
8. Food truck operations shall be located a minimum of 100 feet from a residential dwelling.
9. No audio speakers or on-site/off-site freestanding signage shall be permitted other than what is displayed on the food truck.
10. Grease, liquid waste and garbage shall not be disposed of on-site.
11. Food trucks shall be subject to the all other applicable City and County Ordinances related to food operation.

This is the Code of Ordinances as it applies to push carts and food trucks. All sections need to be met. As far as I know we haven't issued anyone any permits...

Sec. 8-320. - Temporary mobile pushcart vendors.

Temporary mobile pushcart vendors shall be governed by the following regulations:

- (a) *[Permitted activity.]* Temporary mobile pushcart vendors may engage in the transient sale of prepackaged, nonhazardous food and beverage items from nonmotorized pushcart vehicles designed to be moved by hand, only in association with a permitted temporary outdoor activity.
 - (1) Temporary mobile pushcart vendors may set up on private property only in limited circumstances, as determined by the Community Development Department on a case-by-case basis in conjunction with an approved and permitted temporary outdoor activity, subject to the standards established in subsections 8-318(a)(1) through (3) and 8-318(2)a. and b.
 - (2) Each temporary mobile pushcart vendor shall meet the Food and Drug Administration food service sanitation standards and state applicable rules and/or regulations for food storage and dispensing.

- a. Temporary mobile pushcart vendors shall provide only single-service food articles (intended for one-time, one person use or consumption and then discarded).
 - b. 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 are permitted.
 - c. Cooking of food from a raw state shall not be allowed. The heating of preassembled, prepackaged and/or precooked food is allowed.
 - d. The Food and Drug Administration has published laws and regulations regarding approved food and beverage items which may be sold by pushcart operators and vendors.
 - e. 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 temporary mobile pushcart vendors at temporary outdoor activities.
- (3) No operator, employee, or representative of the operator of a temporary mobile pushcart vendor activity shall solicit directly from the motoring public.
- (4) Street and sidewalk canvassing is prohibited.
- (b) *Permit required.*
 - (1) A temporary mobile pushcart vendor may operate at a temporary outdoor activity in limited circumstances on private property in association with a licensed temporary outdoor activity. A temporary outdoor activity permit and associated fee is required in addition to the temporary mobile pushcart vendor permit, subject to the approval of the Community Development Department.
 - (2) A temporary mobile pushcart vending permit shall be required and approved by the Community Development Department. The issuance of such a permit shall require an initial fee of \$100.00.
 - a. Applicant will be required to submit, as a condition of the application, a valid business license to operate in the city.
 - b. Written notarized permission from the property owner shall be obtained and submitted by the applicant to the City of Norcross Community Development Department as part of the required temporary outdoor activity permit.
 - (3) The temporary mobile pushcart vending permit shall be issued by the licensing and revenue manager of the City of Norcross General Government Administration Department.
 - (4) A temporary mobile pushcart vendor may operate at a public event if given written permission by the manager of the City of Norcross Cultural Arts and Community Center Department per subsection 8-318(c), subject to valid licensing requirements of subsection 8-320(b)(2). No additional permit is required.
 - (5) Original licenses must be displayed and visible at all times.
- (c) *Duration of temporary mobile pushcart vendor permit.*
 - (1) A temporary mobile pushcart vendor permit is valid for one 90-consecutive-day period, two times per a calendar year timeframe.
 - (2) Within that 90-day period, a mobile pushcart vendor may operate only within the specified time period associated with each temporary outdoor activity permit.
 - (3) Temporary mobile pushcart vendor activities are limited to 12 hours of operation per permitted calendar day.
 - (4) All operations must cease by 9:00 p.m..

(Ord. No. 21-2009, pt. I, 12-7-2009)

Sec. 8-321. - Food trucks.

Food trucks are subject to all of the following regulations:

(a) As used in this section, the terms below shall be defined as follows:

- (1) *Commissary* shall mean an approved catering establishment, restaurant, or other approved place in which food, containers or supplies are kept, handled, prepared, packaged or stored.
- (2) *Menu change* shall mean a modification of a food establishment's menu that requires a change in the food establishment's food preparation equipment or storage requirements previously approved by the Gwinnett County Health Department. The term "menu change" shall include, but is not limited to, the addition of potentially hazardous food to a menu, installation of new food preparation or storage equipment, or increasing storage capacity.
- (3) *Mobile food truck* shall mean a retail food establishment that reports to and operates from a commissary and is readily moveable. Said mobile food truck shall be a motorized wheeled vehicle which includes a self-contained kitchen where food is prepared or stored and from which food products are sold or dispensed.
- (4) *Mobile food truck vendor ("vendor")* shall mean the registered owner of a mobile food truck or the owner's agent or employee.
- (5) *Mobile food truck vendor permit ("vendor permit")* shall mean a document indicating the owner of an established mobile food truck has met the requirements of this ordinance and is licensed to operate within the City of Norcross.
- (6) *Mobile food truck vendor site ("vendor site")* shall mean a location where one or more mobile food trucks are located at any one time specifically for the purpose of selling merchandise in accordance with the provisions set forth within this section.

(b) Vendor permit required.

- (1) It shall be unlawful for any person to sell, or offer for sale, food or beverages of any type from a commissary or mobile food truck without first obtaining a vendor permit as described herein.
- (2) Approved vendors shall only sell, or offer for sale, merchandise from approved vendor sites as described herein.

(c) Vendor permit application requirements. An application for a mobile food truck vendor permit as described herein shall be submitted to the Community Development Director or his or her designee for review and consideration and shall include, at a minimum, the following information:

- (1) Name of the mobile food truck vending business.
- (2) Owner's contact information.
- (3) Operator's contact information.
- (4) Make, model, dimensions and license plate number of the mobile food truck.
- (5) Photographs of food truck, to include all sides and all signage.
- (6) Location, dates and times of vending site operation.
- (7) A copy of approved permit from the Gwinnett County Health Department.
- (8) A copy of the current occupational tax certificate from where the business is licensed.
- (9) A copy of current liability insurance policy, issued by an insurance company licensed to practice in the state. Each vendor shall maintain no less than a \$1,000,000.00 liability insurance policy, protecting the vendor, the public and the city from all claims for

damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit.

- (10) Signature of applicant indicating agreement to the listed regulations.
- (d) A mobile food truck vendor permit shall be valid for not more than four months from the date of issuance.
- (e) Vendor site application requirements. An application for a mobile food truck vendor site as described herein shall be submitted to the Community Development Director or his or her designee and shall include, at a minimum, the following information:
 - (1) Vendor sites:
 - a. Vendor sites on private tracts of land shall be limited to private tracts of land as allowed by the zoning regulations of the city.
 - b. Vendor sites for city sponsored events may be on private tracts of land or on public property, or in the public right-of-way and shall be limited to the duration of the event and only at such places and during such times as are specifically designated by the city in the resolution establishing the event.
 - (2) The application shall include all dates and hours of operation proposed for the vendor site. Each vendor site shall be limited to operating no more than two days per week for no longer than six hours per day; provided however, that vendor sites for city sponsored events shall be limited to the duration of the event and only at such places and during such times as are specifically designated by the city in the resolution establishing the event.
 - (3) A separate application for each vendor site shall be submitted for approval prior to establishing a vendor site.
 - (4) Written consent from the property owner(s), property manager(s), leasing agent(s) and/or lessee(s) indicating their approval of each vendor site located on private property.
 - (5) A detailed site plan of the proposed vendor site indicating the location of each mobile food truck, generators, tables, trash cans, parking areas and traffic flow.
- (f) Each mobile food truck shall be located:
 - (1) On paved surfaces only and shall not block drive aisles, access to loading/ service areas, emergency access or fire lanes.
 - (2) No closer than 30 feet from the right-of-way of an arterial highway and shall not be located within a landscape buffer or sight triangle; provided however, that vending sites for city sponsored events may be located in the public right-of-way or on public property when specifically designated by the city in the resolution establishing the event.
 - (3) No closer than 15 feet from existing fire hydrants or transformers.
 - (4) Parking.
 - a. The overall vendor site shall include no less than 15 off-street parking spaces for each mobile food truck. This subsection (f)(4)a. shall not apply to permits issued for city sponsored events.
 - b. If adequate on-site parking is not available, the parking requirements must be met by designating parking spaces in an off-site parking area abutting the vendor site. Written consent from the owner(s) of adjoining private property must be provided indicating they have approved off-site parking on their property.
 - (5) No closer than 200 feet from an existing brick-and-mortar restaurant during the hours when such restaurant is open to the public for business.
 - (6) No closer than 300 feet from a school or day care facility while that facility is in session unless written approval is established with that facility.

- (g) A mobile food truck vendor site permit shall be valid for the dates identified on the application only. Any changes to the approved permit shall be approved in advance by the community development director.
- (h) Aesthetic/signage requirements.
- (1) Absolutely no flashing, blinking or strobe lights shall be used on or within mobile food trucks or related signage. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.
 - (2) All signs used must be permanently affixed to or painted on the mobile food truck and shall extend no more than six inches from the vehicle. No sign shall flash, produce or reflect motion pictures; emit visible smoke, vapor, particles or odor; be animated or produce any rotation, motion or movement. No sign shall be internally illuminated.
 - (3) A portable menu board measuring no more than six square feet in size may be placed on the ground within the customer waiting area. This sign shall be located no more than ten feet from the edge of the mobile food truck. In no instance shall the portable menu board be located between the mobile food truck and any adjoining public road.
 - (4) Mobile food trucks shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be fully street legal. All vehicles shall be free of debris and shall be serviced regularly so as to prevent spills/deposits of oil/fuel, coolant, grease or other material.
- (i) Operational requirements.
- (1) Mobile food trucks shall not conduct business within the city limits unless a valid permit has been issued as described herein.
 - (2) The vendor permit shall be firmly attached to the window adjacent to the ordering or serving window and visible on the mobile food truck at all times.
 - (3) Any driver of a mobile food truck must possess a valid driver's license issued by the state.
 - (4) No sales or offers for sale shall be made from any mobile food truck between 9:00 p.m. and 5:30 a.m. unless such sale is in conjunction with a city-approved special event.
 - (5) No structure, vehicle or equipment shall be left unattended or stored at any time on the vending site when sales are not taking place or during restricted hours of operation.
 - (6) Each vendor shall comply with all state, federal and local health and safety regulations and requirements and shall obtain and maintain any and all licenses required by any other health organization or governmental organization having jurisdiction over this subject matter.
 - (7) Vendors may sell food and non-alcoholic beverage items only; the sale of alcoholic beverages from a mobile food truck is prohibited.
 - (8) The following safety regulations shall apply to any and all vehicles operating under this article or used for mobile food truck establishments:
 - a. Vehicles shall be equipped with a reverse gear signal alarm with a sound distinguishable from the surrounding noise level.
 - b. Vehicles shall be equipped with two rear-vision mirrors, one at each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the street to the rear, along both sides of the vehicle.
 - (9) Customers shall be provided with single service articles such as plastic utensils and paper plates. Each vendor shall provide no less than one waste container for public use.
- Each vendor shall provide for the sanitary collection of all refuse, litter and garbage generated by the patrons using that service and shall remove all such waste materials from the vendor site before the vehicle departs. This includes, but is not limited to, physically

inspecting the general area surrounding the vendor site for such items prior to the vehicle's departure.

Absolutely no dumping of gray water on public or private property shall be permitted.

- (10) The issuance of a permit does not grant or entitle the vendor to the exclusive use of any property or parking space.
- (11) All power required for the mobile food truck shall be self-contained. Mobile food trucks shall not use utilities drawn from the public right-of-way. No power cable or equipment shall extend across any city street, multi-use path, or sidewalk.
- (j) Fees. Permit fees shall be as adopted by city council in the schedule of fees and kept on file in the city clerk's office.
- (k) Indemnity. As a part of the permitting process set forth herein, any person or entity receiving a permit shall execute an indemnity agreement indemnifying and releasing the city, its agents, employees and elected officials from any and all liability against any and all claims, actions and suits of any type whatsoever.
- (l) Review of permit application. In determining whether or not to approve a specific vendor permit or the location of a vendor site, the Community Development Director may consider any factors reasonably deemed relevant for the application including, but not limited to, the following:
 - (1) Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
 - (2) The applicant failed to complete the application form after having been notified of the need for additional information or documents;
 - (3) Another permit or application has been received prior in time or has already been approved at the same time and location requested by the applicant;
 - (4) The size, nature or location of the vendor site will present a substantial risk to the health or safety of the public or participants in the event or other persons;
 - (5) The location of the vendor site will substantially interfere with any construction or maintenance work scheduled to take place upon or along the city streets.
- (m) Revocation and suspension. Any permit granted pursuant to the provisions of this section may be subject to revocation for cause by the Community Development Director (or his/her designee), including but not limited to the failure to comply with this section or any other applicable provisions of the Norcross Code of Ordinances.

([Ord. No. 05-2015](#), § II, 6-1-2015; Ord. No. [08-2019](#), § III, 6-3-2019)



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN • **ELAINE PUCKETT**
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City of Norcross

Legislation Details (With Details)

File #:	20-5882	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Painting Buildings in the Historic District		

Sponsors:

Code Sections:

Attachments:

1. [Material Change in Appearance Packet](#)

Title

Painting Buildings in the Historic District

Drafter

Tracy Rye



Community Development and Planning

TO: Mayor and Council

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

DATE: September 21, 2020

SUBJECT: Material Change in Appearance Ordinances/Paint

CC: Mary Beth Bender, Acting City Manager

Background:

The City has received a concern about the painting of buildings in the Historic District in Norcross and no Certificate of Appropriateness being required. Through research provided by the Historic Preservation Commission via an unofficial opinion provided by the State Attorney General's Office in 2014 to the City of Roswell, along with information from OCGA 44-10-22 and OCGA 44-10-27, which are sections of the ordinances providing for Historical Preservation in the state of Georgia, it is felt that local jurisdictions cannot regulate paint colors in historic districts. The OCGA states that material changes in appearance require a certificate of appropriateness. The OCGA also further defines a material change in appearance as follows:

"Material change in appearance" is defined as 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:

*(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.** (emphasis added)*

In the May 14, 2014 unofficial opinion of the Senior Assistant Attorney General, John E. Hennelly, the City of Roswell attorney was advised:

Therefore, it is my unofficial opinion that neither the City of Roswell's Historic Preservation Commission, nor any other local historic preservation commission established pursuant to the State Act, has the authority under existing state law to require that a certificate of appropriateness be applied for and approved by the Commission before a person may alter an exterior paint color of a building within a historic district.

Certificate of appropriateness means a document evidencing approval as follows:

- A. By the Architectural Review Board for the review and approval of facades of new residential construction, new or modification to existing commercial facades, public building facades, public monuments, and solar panels.
- B. By the Community Development Director of an application for an administrative approval to minor architectural modifications; or
- C. By the Historic Preservation Commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.

Material change in appearance means a change that will affect either the exterior architectural or environmental features of a historic property or any building, structure, site, object, or landscape feature within a historic district, such as:

- 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 or relocation of a historic structure;
- C. Commencement of excavation for construction purposes;
- D. A change in the location of advertising visible from the public rights-of-way; or
- E. The erection, alteration, restoration or removal of any buildings or other structure within a historic property or district, including walls, fences, steps and pavements, or other appurtenant features, except exterior paint alterations.

E. Process for obtaining a certificate of appropriateness in the Local Historic District

- 1. **Approval of material change in appearance in historic districts or involving historic properties.** After the designation by ordinance of a historic property of a historic district, no material change in the appearance of such historic property, or of a contributing or non-contributing building, structure, site or object within such historic

district, shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a certificate of appropriateness has been submitted to and approved by the HPC. A building permit shall not be issued without a certificate of appropriateness. The HPC shall not approve applications for demolition without reviewing at the same time post-demolition plans. The HPC shall have exclusive jurisdiction to issue or to deny an application for a certificate of appropriateness within the historic district and over any designated historic property. The ARB shall not have any jurisdiction within the local historic district.

Excerpts above from Norcross UDO

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Document: O.C.G.A. § 44-10-27



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O.C.G.A. § 44-10-27**Copy Citation**

Current through the 2019 Regular Session of the General Assembly and HB 276 and HB 444 of the 2020 Regular Session of the General Assembly

GA - Official Code of Georgia Annotated **TITLE 44. PROPERTY** **CHAPTER 10. HISTORIC PRESERVATION** **ARTICLE 2. ORDINANCES PROVIDING FOR HISTORICAL PRESERVATION**

§ 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 days prior to beginning an undertaking that would otherwise require a certificate of appropriateness and allow the commission an opportunity to comment.

History

Ga. L. 1980, p. 1723, § 7.

Attachment: Material Change in Appearance Packet (20-5882 : Painting Buildings in the Historic District)

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Attachment: Material Change in Appearance Packet (20-5882 : Painting Buildings in the Historic District)

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Document: O.C.G.A. § 44-10-22



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O.C.G.A. § 44-10-22**Copy Citation**

Current through the 2019 Regular Session of the General Assembly and HB 276 and HB 444 of the 2020 Regular Session of the General Assembly

GA - Official Code of Georgia Annotated **TITLE 44. PROPERTY** **CHAPTER 10. HISTORIC PRESERVATION** **ARTICLE 2. ORDINANCES PROVIDING FOR HISTORICAL PRESERVATION**

§ 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 esthetic 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 esthetic 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 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.

History

Ga. L. 1980, p. 1723, § 3.

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**GEORGIA DEPARTMENT OF LAW**40 CAPITOL SQUARE SW
ATLANTA, GA 30334-1300SAMUEL S. OLENS
ATTORNEY GENERALwww.law.ga.gov
(404) 656-3300

Unofficial Opinion 2014-1

MAY 20, 2014**To: City Attorney**

Re: A local Historic Preservation Commission does not have the authority to regulate the alteration of the exterior paint color of a building within a historic district.

As the City Attorney for the City of Roswell, you have asked for this office's opinion about the scope of authority that the Roswell Historic Preservation Commission (hereinafter "HPC") has to regulate the "alteration in exterior paint color of a building within [Roswell's] historic district." [1] As legal counsel for the City, you have already opined to the City Administrator that "state law prohibits the HPC from regulating color within the historic district." Memorandum from David Davidson and Bob Hulsey to Kay Love (July 19, 2013). After reviewing the statutory basis for the creation of such a commission, I agree with your legal conclusion.

I. Statutory Background

A. The National Historic Preservation Act

Attachment: Material Change in Appearance Packet (20-5882 : Painting Buildings in the Historic District)

The National Historic Preservation Act of 1966 (16 U.S.C. § 470, hereinafter “the National Act”) was enacted based, in part, on Congress’ declarations that “historic properties significant to the Nation’s heritage are being lost or substantially altered, often inadvertently, with increasing frequency,” and that “the preservation of this irreplaceable heritage is in the public interest so that its vital legacy of cultural, educational, aesthetic, inspirational, economic, and energy benefits will be maintained and enriched for future generations of Americans.” 16 U.S.C. § 470(b) (3) and (4). In order to encourage the preservation of historic properties, the National Act established a policy and program to “assist State and local governments . . . to expand and accelerate their historic preservation programs and activities.” 16 U.S.C. § 470-1(6).

To accomplish this, the National Act provides for the approval of State Historic Preservation Programs. 16 U.S.C. § 470a(b). Approval under the National Act gives states access to federal aid in the form of grants and other assistance from the U.S. Department of the Interior for the purpose of maintaining historic preservation programs. Similarly, the National Act authorizes the State Historic Preservation Officer to certify “local governments to carry out the purposes of [the National Act].” 16 U.S.C. § 470a(c)(1).

B. Georgia’s Historic Preservation Statutes

In 1980 Georgia enacted its own Historic Preservation Act (“the State Act”). 1980 Ga. Laws 1723. The State Act authorizes Georgia’s counties and municipalities to enact “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.” *Id.* at 1724-25. The State Act, codified at O.C.G.A. §§ 44-10-1 through -31 (2002 and Supp. 2013), requires a local government desiring to enact an ordinance providing for the protection of historic properties or districts to establish a historic preservation commission. O.C.G.A. § 44-10-24. For a local government to become certified under the National Act, it must obtain certification from the Georgia Department of Natural Resources’ Division of Historic Preservation (“the Division”). 16 U.S.C. § 470a(c)(1).

The Division has developed an application procedures manual entitled “*Georgia Certified Local Government Program: Application and Procedures*,” and a “*Checklist for the Review of Local Historic Preservation Ordinances*.” The Procedures Manual identifies the two primary requirements for a local government to become certified: the appointment of a qualified historic preservation commission, and the enactment of a historic preservation ordinance. (Manual at 6.) The ordinances adopted by the local government are to be consistent with the State Act and a Model Ordinance developed by the Division. (Manual at 8.)

Under the State Act, owners of properties designated as historic, whether the designation is for a specific historic property or for properties within a designated historic district, must obtain “a certificate of appropriateness [from the local commission] prior to undertaking any material change in the appearance of the historic property designated or within the historic district designated.” O.C.G.A. § 44-10-26(c). “Material change in appearance” is defined as

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:

* * *

(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*.

O.C.G.A. § 44-10-22(9) (emphasis added). The State Model Ordinance defines the term in exactly the same manner.[2]

C. City of Roswell Historic Preservation Ordinance

Roswell’s Historic Preservation program has been certified under the State and National Acts since January 15, 1992.[3] The provisions that comprise Roswell’s historic preservation ordinance can be found in the city’s Zoning Ordinance. The City of Roswell established its Historic Preservation Commission (“the Commission”) pursuant to the authorization contained in the State Act. Roswell

Zoning Ordinance (“RZO”) § 30.4.1. Under the ordinance, the Commission was “designated, pursuant to the authority set forth in O.C.G.A. § 44-10-24 of the Georgia Historic Preservation Act, to exercise all of the powers and duties authorized in said act for said commissions.” *Id.* Consistent with the State Act and DNR’s Model Ordinance, the Roswell ordinance requires that a person must first obtain a Certificate of Appropriateness from the Commission in order to make a material change in the appearance of a historic property. RZO § 31.3.4(a). Also consistent with the State Act and DNR’s Model Ordinance, the Roswell ordinance defines a “material change in appearance” to mean, among other things, “[t]he erection, alteration, restoration, or removal of any building or other structures, including walls, fences, steps, and pavements, or other appurtenant features, *except exterior paint alterations.*” RZO § 3.2 (emphasis added).

II. Analysis

It is clear from the plain language used in the State Act, DNR’s Model Ordinance, and Roswell’s Zoning Ordinance that exterior paint alterations are expressly excluded from the definition of “material change in appearance” and, therefore, do not require a certificate of appropriateness in order to be carried out.

Consequently, my response to your question is that the Commission does not have the authority to regulate alteration of the exterior paint color of a building within the historic district under Roswell’s existing ordinance, as you had already concluded. However, it is possible that the question was being asked with an eye toward changing the ordinance itself to expressly allow for regulation of exterior paint colors. Assuming that to be the case, however, my response would still be the same because a local government does not have the power to enact an ordinance that conflicts with a general law. Pursuant to the Georgia Constitution:

Laws of a general nature shall have uniform operation throughout this state and no local or special law shall be enacted in any case for which provision has been made by an existing general law, except that the General Assembly may by general law authorize local governments by local ordinance or resolution to exercise police powers which do not conflict with general laws.

Ga. Const., Art. III, Sec. VI, Para. IV(a). This provision is the basis for a preemption analysis of local ordinances by state law. As was opined in a previous unofficial opinion:

From the court decisions commencing with the *Fieldale Farms* case [*Franklin County v. Fieldale Farms Corp.*, 270 Ga. 272 (1998)], it is apparent that a preemption analysis involves the following sequence of inquiries. Is there a general law that covers the same subject matter being addressed by the local ordinance? If not, there is no preemption issue. If such a general law exists, the next question posed is whether the legislature has allowed local law on the same subject by way of a general law. If not, the local law is barred by the uniformity clause. If there is general law authorization for concurrent local law, the final question is whether the local law conflicts with the general law.

2009 Op. Att’y Gen. U09-1.

In this case, it is the final question quoted above that would be applicable. Should a local government attempt to enact an ordinance that includes exterior paint alterations as a material change in appearance and, thus, subject to regulation, such an ordinance would be in direct conflict with state law which expressly excludes exterior paint alterations from the definition of material change in appearance. Such an ordinance would be preempted by state law.

III. Conclusion

Therefore, it is my unofficial opinion that neither the City of Roswell’s Historic Preservation Commission, nor any other local historic preservation commission established pursuant to the State Act, has the authority under existing state law to require that a certificate of appropriateness be applied for and approved by the Commission before a person may alter an exterior paint color of a building within a historic district.

Prepared by:

John E. Hennelly

Senior Assistant Attorney General

[1] The Office of the Attorney General by law provides legal opinions only to state agencies or officers. However, an exception is made in this case because the issue presented involves a matter of statewide application and concern.

[2] The model ordinance for the creation of a local commission can be found at <http://georgiashpo.org/sites/> (<http://georgiashpo.org/sites/>) uploads/hpd/pdf/modelhpo.pdf.

[3] http://grants.cr.nps.gov/CLG_NEW/CLG_REVIEW/Get_All_CLG.cfm (http://grants.cr.nps.gov/CLG_NEW/CLG_REVIEW/Get_All_CLG.cfm)



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

City of Norcross

Legislation Details (With Details)

File #:	20-5877	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Paizanos Dumpster Enclosure		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Dumpster Enclosure](#)
2. [Dumpster Enclosure Quote](#)

Title
Paizanos Dumpster Enclosure

Drafter
Mary Beth Bender



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR
PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender, Director

DATE: September 10, 2020

SUBJECT: Dumpster Enclosure Behind Paizanos

Presented By: Mary Beth Bender, Assistant City Manager/Director, Public Works, Utilities & Parks

Project Description

Public Works, Utilities & Parks is seeking direction on a dumpster enclosure behind Paizanos. Public Works has been asked to present quotes on options for Mayor and Council's review.

We have received two proposals for a dumpster enclosures: A slatted chain link fence or a wood fence on a metal frame (stain not included) would cost roughly \$12,850. We have also received a verbal quote in the amount of \$19,166.00 for the Plankwall product pictured below.

Public Works, Utilities & Parks is seeking approval to move forward with one of these options.



Staff Recommendation: Follow Mayor and Council's Directive Funding

Funding Source: Capital Infrastructure – Sanitation

Project Cost: \$19,166 (enclosure) or \$12,850 (fence)



A product of

PLEASE CONSIDER THE FOLLOWING PROPOSAL:

To: City of Norcross
Address: 65 Lawrenceville St., Norcross, GA 30071
Attn: Melissa Zeigler
Phone: 0
Fax: 0
Email: melissa.zeigler@norcrossga.net

Date: September 11, 2020
Application: Jonese Street Dumpster Enclosure - Norcross GA
 7 Jones St.
 Norcross, GA 30071

***Proposal was created based upon your information received by Email on 09/11/2020.**

Quantity	Description	Unit Price	Amount
1	7' Covrit Enclosure size 12' x 20' x 12', PlankWall Horizontal or Vertical Style in Mfg Std Color Planks; Mfg Std Color Frame and Posts	\$9,351.00	\$9,351.00
2	Set of Mission or Madison Style Covrit ToughGates, each gate, 7'(H) x Approx. 60"(W), Mfg Std Color Planks,Mfg Std Color Frame.	\$3,010.00	\$6,020.00
NOTES: Quote based on dimensions provided by City of Norcross			
Subtotal			\$15,371.00 USD
Estimated Shipping & Handling			\$3,795.00 USD
Sales Tax			<u>Calculated at invoice</u> USD
Total			<u>\$19,166.00</u> USD

****Due to continuous changes in state and local tax rates, taxes will be calculated at time of invoicing. Tax exemption certificate required w/order if tax exempt.****

Freight: Permits by Others & Freight by Common Carrier

Installation by Others

Gate Kit includes:

- Gate Post Cap
- Hinge Support Ring 5-5/8"ID
- Pipe Hinge Hardware
- Gate Handle Kit Black
- 24" Q-Bolt Drop Pins Black
- Covrit I.D. Nameplate (black background)
- Gate Post Sch 40 5.563"OD
- Adjustable Pipe Hinge Assy 5"
- Modern Gate Latch Black
- Paint Touch-Up 2 oz

Pricing is based upon manufacturer's standard product (unless noted) and standard lead times.

F.O.B.: Hilliard, Ohio

Terms: Payment Terms Available With Approved Credit

Jodi Eileen Compton

614.850.2596

jcompton@cityscapesinc.com

Note:

Stamped Engineering drawings will be an additional charge. Returned items are subject to a 20% restocking fee. This quotation is subject to the customer's acceptance within thirty (30) days. **Pricing does not include freight and/or installation unless specifically noted.**

Your signature below indicates that you have reviewed, understand, and agree with the items listed above and the Policies and Procedures found on this document.

Accepted By

Signature: _____

Date: _____

Printed Name: _____



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

City of Norcross

Legislation Details (With Details)

File #:	20-5878	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Interactive Utility Communications		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Norcross Power IUC](#)
2. [Interactive Utility Communications](#)

Title
Interactive Utility Communications

Drafter
Mary Beth Bender



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR
PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender, Director

DATE: September 8, 2020

SUBJECT: Interactive Utility Communications

Presented by: Mary Beth Bender, Assistant City Manager/Director

Project Description

Norcross Power is requesting approval to move forward with a partnership between Interactive Utility Communications and the City of Norcross. IUC is a communication tool, used specifically to answer and respond to calls from the community for outages, interruption of service, or any power related issue, with a personal touch. They will be available from 5:00 p.m. – 8:00 a.m. They will have access to the community's information and can quickly and efficiently ascertain the issue and report back to the Norcross Power team the preliminaries. They are adept at isolating the issue, through troubleshooting and asking a series of questions. This will reduce unnecessary calls to field staff (overtime) and remove the calls from Norcross Police Communications who don't always have the luxury of time to troubleshoot. All service calls are entered into our existing HiperWeb system, allowing Norcross Power to document all calls while maintaining our accountability. This will be more informative when dealing with mass events, depicting trends or patterns, and identifying system related issues.

Staff Recommendation: Move forward with Interactive Utility Communications

Funding Source: Norcross Power operating budget

Project Cost: \$4,000 (Set-up/Training), \$1,000 per month (monthly fee/handle time)



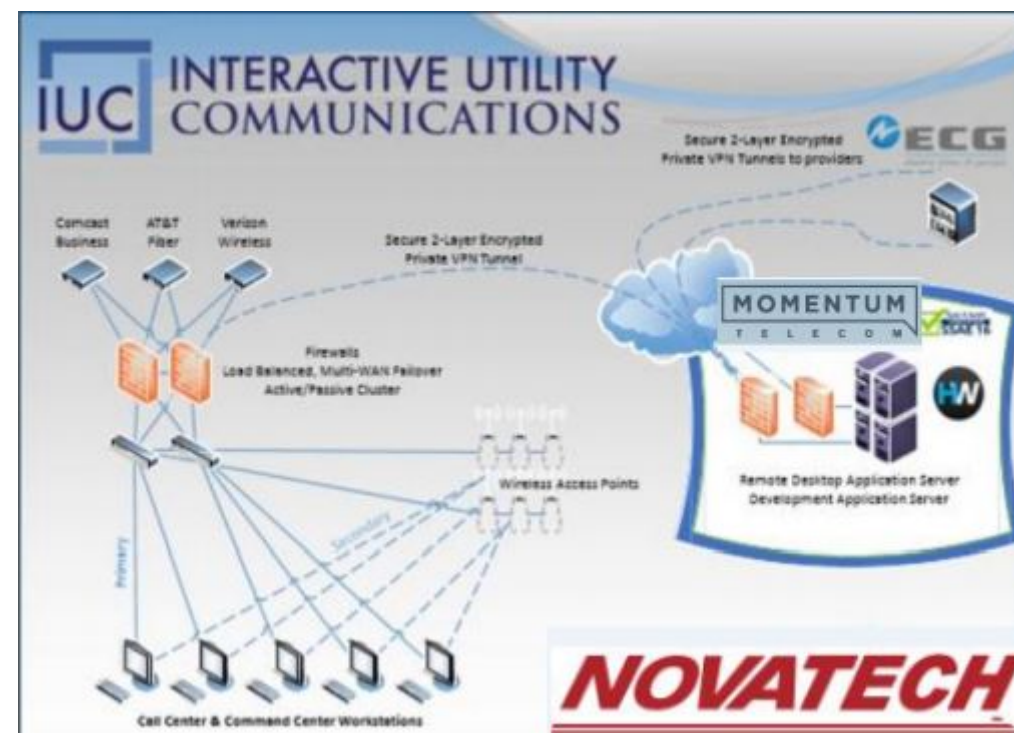
We answer the call...

About Us

Located in Marietta Ga with remote dispatchers in Ohio,
South Carolina and Calhoun Ga
Management team has over 25 years experience in utility
service support
Dedicated utility and city service industry
Meet DOT standards for drugs and alcohol regulation
Scale service to any utility/city
Customize to meet client needs
Offer quick/flexible set up
All calls recorded

The Right Facility by Design

- Multi-layer firewall cluster
- On-Site and Remote Workstations with dual monitors and individual UPS battery back-up
- 3 Phase Electric Power Supplied by Norcross Power
- Generac 36kw gas generator
- 3 APAC UPS Battery Back-Ups for server and switches
- Momentum VOIP Call Center Application
- Fiber and Internet Data and Voice Service



Standard Services

Electric

Water

Sewer

Gas

Propane

Sanitation

Public Works/Streets

Code Enforcement

Animal Control

Internet/Telephone/Cable

Parks and Recreation

Std Meter/AMI Meter Reconnect

Service Application powered by HiperWeb

Menu-driven for ease of use

On-screen prompts for consistency

Simple address search increases speed and accuracy

Client customized tasks

Comment box allows additional explanation or information

Account & Customer Information

Account: SYSTEM GO

Search for Address ...

Street: Direction Street Name Street Type Unit Type Unit No. Township

DOUGLAS

State Postal Code Nearest Cross Street Direction Work Zone

Georgia

Customer Information

Company Name

First Name Last Name Home Phone Cell Phone Work Phone Best Contact:

E-Mail

2

I'm sorry but we will have to verify your service before I create a request.
IF SERVICE ADDRESS NOT FOUND AND ACCOUNT SAYS "SYSTEM" OR DOES NOT EXIST, STOP THE REQUEST AND ESCALATE THE CALL TO YOUR SUPERVISOR.

Task (Service Request Type)

☐ BLINKING LIGHTS

☐ BROKEN GLASS

☐ CUT OFF - NOT COMPLETED

☐ CUT ON - NOT COMPLETED

☐ INVESTIGATE - DOWN LINES

☐ INVESTIGATE - DOWN POLE

☐ MASS OUTAGE

☐ MISCELLANEOUS ELECTRIC

☐ POWER OUTAGE

☐ POWER OUTAGE - PARTIAL

☐ RECONNECT/ON-PAY CUT OFF

☐ REQUESTING POWER SHUT OFF - 911

☐ STOLEN METER

☐ TREE LIMB ON LINE

Customer Comment

You Have 500 Characters Remaining

Submit

Built-In Help File

Embedded client business rules

Ensures accuracy and consistency

Reduces call handle time because dispatch isn't search helpfile.

Task (Service Request Type)

☐ BLINKING LIGHTS	☐ CUT OFF - NOT COMPLETED
☐ INVESTIGATE - DOWN LINES	☐ INVESTIGATE - DOWN POLE
☐ MISCELLANEOUS ELECTRIC	☐ POWER OUTAGE
☒ RECONNECT/NON-PAY CUT OFF	☐ TRAFFIC LIGHT ISSUE
☐ U	

Cust

\$75 Reconnect Fee & \$50 After Hour Service Fee.
Meet Reconnect Crew At City Hall For Payment Until 8pm.

You Have 500 Characters Remaining

Electric Outage Qualifier

- Process Driven Dialogs
 - Speeds processing
 - Reduces errors
- Power Outage Script
 - Qualifies the event
 - Consistency throughout center
 - Records responses
- All calls are recorded



Control Center Dashboard

- Color Coded Priority determine action items
- Emergency Dispatch
- Non-emergency notification
- Customized for each client

TOTAL 7		EMERGENCY 4		PRIORITY 1		ROUTINE 2		FORWARDED 0		REJECTED 0		COMPLETED 0		UNASSIGNED 7		PAST DUE 0	
Client #	Rec. Source	Type	Request #	Account #	Service Status	Meter #	Priority/Level	Request Date	Assign Date	Maintenance Item/Service Location	Zone	Problem/Request	Supervisor/Originated By	Status			
CALHOUN	WATER	SR	18 	11255-9			EMERGENCY (24 HOURS OR LESS)	01/07/2016 12:48 PM		124 RIVERVIEW DR		HYDRANT - GUSHING	SUPERVISOR: WTR-MARK WILLIAMSON ORIGINATED BY: GREG STEELE	UNASSIGNED DUE DATE:1/7/2016			
CALHOUN	SEWER	SR	19 	11543-0			EMERGENCY (24 HOURS OR LESS)	01/07/2016 12:49 PM		145 DEVONWOOD DR		SEWER BACKUP- ON GROUND	SUPERVISOR: SEW-MARK WILLIAMSON ORIGINATED BY: GREG STEELE	UNASSIGNED DUE DATE:1/7/2016			
CALHOUN	ELECTRIC	SR	20 	11315-0			EMERGENCY (24 HOURS OR LESS)	01/07/2016 12:50 PM		700 WEST LINE ST		INVESTIGATE - DOWN LINES	SUPERVISOR: JEFF DEFOOR ORIGINATED BY: GREG STEELE	UNASSIGNED DUE DATE:1/7/2016			
DOUGLAS	COMPLIANCE	SR	302 	110-10884-01			PRIORITY (3 DAYS MAXIMUM)	01/07/2016 12:51 PM		1475 US HWY 221		STRAY ANIMAL OTTER CAUSING DISTURBANCE	SUPERVISOR: GLENN CHRISTOPHER ORIGINATED BY: GREG STEELE	UNASSIGNED DUE DATE:1/8/2016			
MARIETTA POWER	ELECTRIC	SR	40 	123550			ROUTINE (30 DAYS MAXIMUM)	01/07/2016 12:54 PM		861 OAKTON POND L-8		STREET LIGHT OUT	SUPERVISOR: JIM CULPEPPER ORIGINATED BY: GREG STEELE	UNASSIGNED DUE DATE:2/6/2016			
MONROE	GAS	SR	9 	SYSTEM			EMERGENCY (24 HOURS OR LESS)	01/07/2016 12:55 PM		100 MAIN STREET		INVESTIGATE GAS ODOR - OUTSIDE	SUPERVISOR: RODNEY MIDDLEBROOKS - GAS ORIGINATED BY: GREG STEELE	UNASSIGNED DUE DATE:1/7/2016			
MARIETTA POWER	STREETS	SR	41 	355148			ROUTINE (30 DAYS MAXIMUM)	01/07/2016 12:57 PM		862 LAUREL CREST CT		POTHOLE	SUPERVISOR: DONNIE LYLE ORIGINATED BY: GREG STEELE	UNASSIGNED DUE DATE:2/6/2016			

Attachment: Interactive Utility Communications (20-5878 : Interactive Utility

Crew Dispatch

- Select and contact on-call crew
- Emailed to client group and/or crew members
- Time stamped

 **Review and Assign Service Request -- Webpage Dialog**

 **Dispatch and Close - S.R.# 298**

Service Type:	GAS
Task Description:	INVESTIGATE GAS ODOR - INSIDE
Service Address:	1145 MALLARD POINTE DR
Jurisdiction/Township:	DOUGLAS
Intersection:	
Problem/Complaint:	---
Department Contact:	MIKE HUDSON (GAS)

Dispatch a Crew: **PATRICK TAYLOR 912-327-2831 (G02)** 

Action Date:  Time:

Service Location Mapping

- Helps IUC direct crews
- Helpful for mass events
- Verifies service boundaries



CHECK TRANSFORMER

 204 CALINA HTS GREER SC 296516222

 Created by IUC-84 ON 10/12/2018 10:03:41 PM

Edit Request #4237

 Account #:

115-2875-21 Service #: n/a

 Nearest Cross St:

n/a

 Supervisor:

TONY FARR-ELECTRIC

 Priority:

Emergency (24 hours or less)

 Company:

n/a

 Customer Name:

NORMA ANGELICA PICAZO ALVAREZ Jose Valdez

 Work:

n/a Home: 8643828454 Cell: n/a Fax 8643828454 #:

 E-mail:

n/a

 Original Request:

Electrician For Jose Valdez, 864-382-8454, Has Replaced The Breaker Panel According To Crew Instructions Earlier Today. Power Is Still Out. He Claims It Is A Phase Problem At The Transformer.

 Comment:

 Additional Comment:







Electronic Service Request Notification

INVESTIGATE GAS ODOR INSIDE

Tracking Number: 96
Operator: John Smith
Service Type: GAS
Service Request Date: 10/13/2015
Date Exp. Complete: 10/14/2015
Call Time: 1305

LOCATION INFORMATION

=====:
Address: 1137 TERRELL DR
Unit Type: Unit No:
Township: AKRON
Cross Street: FAIRLAWN
-

COMMENT/REQUEST: Can't hear gas. Can smell gas odor. No appliances have been moved or disconnected. Customer indicates they understand and have been read STATEMENT #1.

These responses by the customer are to questions asked for the sole purpose of supporting a service call related to a gas odor inquiry. If the customer answered "yes" to any of the qualifying questions STATEMENT #1 was read and they indicated they understood the directions.
IUC is not in any way claiming to be gas authority and does not claim liability for any result based on choices made by a customer.

CUSTOMER INFORMATION

=====:
Account #: 0000801
Date Wanted:
Company :
Last Name: RESIDENT
First Name: MRS
Home Phone:
Work Phone:
Cell Phone:
Best Contact #: 316-258-8976
Email: RESIDENT@YAHOO.COM

Monthly Report

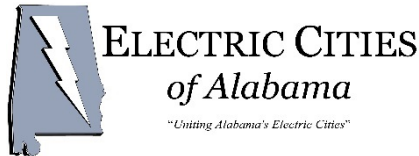
Monthly, Quarterly, Annual Reporting

- ✓ Determine workforce needs
- ✓ Identify new training opportunities
- ✓ Identify system related issues
- ✓ Demonstrate progress and process improvement
- ✓ Manage costs through setting priority levels
- ✓ Documents issues resolved by IUC, which reduces after-hour crew OT

Director	Department	Issue Description	#S.R.	% Dept	% Total
H McKinnon	Electric	POWER OUTAGE	7	28%	
		RECONNECT/NON-PAY CUT OFF	4	16%	
		POWER OUTAGE - PARTIAL	3	12%	
		POWER OUTAGE-MASS	3	12%	
		STREET LIGHT OUT	2	8%	
		MISCELLANEOUS ELECTRIC	2	8%	
		TRAFFIC LIGHT ISSUE	1	4%	
		BLINKING LIGHTS	1	4%	
		CUT OFF ELECTRIC	1	4%	
		POWER RESTORED-TRIPPED BREAKER	1	4%	
		Total	25	100%	38%
M Hudson	Gas		0	100%	
		Total	0	100%	0%
M Hudson	Water	INVESTIGATE A REPORTED LEAK	5	38.46%	
		CUT ON WATER - AT METER	3	23.08%	
		CUT OFF WATER - AT METER	2	15.38%	
		NO WATER	1	7.69%	
		MISCELLANEOUS WATER	1	7.69%	
		RECONNECT - DNP	1	7.69%	
		Total	13	100%	20%
M Hudson	Sewer	SEWER BACK UP - IN HOUSE	7	50%	
		SEWER BACKUP - ON GROUND	4	28.57%	
		MISCELLANEOUS SEWER	2	14.29%	
		CLEANOUT - LEAK	1	7.14%	
		Total	14	100%	21%
W Bolder	Customer Service	AMI Meter Reconnection	3	38%	
		BILL INQUIRY	2	25.00%	
		CUSTOMER DISCREPANCY	2	25.00%	
		ADMINISTRATIVE SERVICES	1	12.50%	
		Total	8	100%	12%
TransWaste	Sanitation	Garbage PickUp	3	100%	
		MISC SANITATION	1		
		Total	4	100%	6%
K Davis	Streets	REMOVE TREE	1	50%	
		STREET SIGN ISSUE	1	50%	
		Total	2	100%	3%
G Christopher	Animal Control		0		
		Total	0		0%
Total Service Issues Recorded			66		



Clients/Partners/Associations



Pricing Structure

Service	Description	Fee For Service
Set-Up Non-reoccurring	Establish connectivity, service, curriculums, application development, reporting	\$2,000
Training Non-reoccurring	Train representatives/crews and operations on the contact handling processes & procedures	\$2,000
Base Fee Reoccurring	A monthly fee determined by the number of customers that could require a service request. Covers reporting, quality audits, account mgmt.	\$500 per month
Minutes Reoccurring	Handle Time – Inbound/Outbound- \$1.25/minute(minutes sold in blocks)	400 minutes - \$500 per month
Overage	Time that exceeds call block	\$1.50/minute



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

City of Norcross

Legislation Details (With Details)

File #:	20-5879	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	MEAG Resolution		

Sponsors:

Code Sections:

Attachments:

1. [Form MCT Signature Resolution](#)
2. [Form-2-Signatories and Incumbency Certificate](#)

Title
MEAG Resolution

Drafter
Mary Beth Bender

**Resolution of
[CITY/COUNTY]**

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 _____
[Official 1] and _____ [Official 1] (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 may require from time to time to effect the purposes of the Trust and this Resolution.

This the ____ day of _____, 20____.

ATTEST:

City [Clerk/Secretary]
[SEAL]

Attachment: Form_MCT Signature Resolution (20-5879 : MEAG Resolution)

INCUMBENCY AND SIGNATORY CERTIFICATE

I, the undersigned, _____ [insert name here], DO
 HEREBY CERTIFY that I am the duly appointed and acting City [Clerk/Secretary] of
 _____ (the "City"). 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:

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>	<u>Signature</u>
_____	_____	_____ *	_____
_____	_____	_____ *	_____

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the official
 seal of the City this ____ day of _____, 2020.

[SEAL]

By: _____

Its: City [Clerk/Secretary]

- * Examples: (1) At the pleasure of the Council; or
 (2) Month, day and year (i.e. December 31, 2020)



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

City of Norcross

Legislation Details (With Details)

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Title:	Norcross Communications Task Force		

Sponsors:

Code Sections:

Attachments:

1. [Report of the Task Force on Communications](#)
2. [Norcross Communications Task Force Report](#)
3. [City Budget Comparisons](#)

Title

Norcross Communications Task Force

Drafter

Councilmember Elaine Puckett

Report of the Task Force on Communications

Following the 2020 Council retreat, a task force was appointed to take a comprehensive look at the Norcross communications strategy. The Task Force met several times over the summer to assess our current level of investment and to formulate several recommendations for the future. The work is now concluded and a final report is attached. We hope this summary and these recommendations will prove helpful as Norcross continues to move forward.

I want to thank the members of the Task Force; Arlene Beckles, Sandra Brooks, Tixie Fowler, Joe Jackson, Callie Murray and Cathy Muth for their hard work, as well as citizens and the city staff who provided additional input. Finally, thank you to Accent Creative for their participation in this effort.

Norcross Communications Task Force Report and Recommendations

Background:

Norcross outsources all of its communication operations to Accent Creative Group.. The City has a retainer contract with Accent that is based on 100 hours per month or about 23 hours per week. In 2019 the average number of hours spent on Norcross projects was 120 per month or about 27 hours per week. These numbers do not include hours contributed by Pam Ledbetter, Accent's CEO. Ms. Ledbetter functions as a city department head, attending all appropriate city meetings, and interfacing with staff and boards, as well as account project management, so we know the hours served under this contract are significantly higher.

The scope of our retainer contract includes both internal (proofreading, letter writing, presentations, speech writing and collateral materials) and external (digital and print publicity, public notifications, newsletters, website updates, email blasts and other social media) communications.

The number of internal customers (mayor and council, city staff, boards and committees, downtown merchants) and the requests these internal customers make has significantly increased since the inception of the contract. However, according to the City Manager, there has not been a corresponding increase in compensated hours although there has been a small increase to the original retainer. Additionally, the scope of work as defined by the original contract has changed over time but the contract has not been reworked to reflect additional priorities and/or change of scope.

In her role as a quasi-department head, Ms. Ledbetter works to set priorities within her budget. It is not possible, within the terms of the present contract, to respond to every request. Additionally, because the city utilizes income generated by the hotel/motel tax to fund the bulk of this contract, most expenditures are subject to certain tourism criteria and must be approved by the county.

At times, the requested turn-around time for projects is unreasonably short, occasionally as short as Friday to Monday, which serves to preempt other work in progress and/or create weekend and/or after hours for Accent employees. To borrow from Steven Covey, the urgent can get in the way of the important. More advance planning by internal customers could perhaps alleviate some of this.

It has also been difficult at points to gain adherence to marketing standards (colors, branding etc.) when staff or other groups self-produce content, although it has improved greatly with the new processes ACG put in place. This did and can result in a hodge-podge of signage and communication pieces, as well as inconsistent and/or redundant public presentation and brand messaging across platforms.

ACG Insight: Early on in the contract, ACG stated that they met with each department head to gather additional insight on each departments' needs and to collect their specific collateral pieces for review. ACG created some needed communication department tools such as:

- An accessible file with process and planning documents
- An advertising schedule that records the year's schedule of committed advertising, pay cycles, deadlines, ad specs and ad contracts
- An event promotion spreadsheet providing a checklist for marketing efforts for each of the 121 scheduled calendar events
- Social media strategies for each of our platforms
- A PR spreadsheet for tracking anticipated stories, targeted push dates, actual push dates and whether these were picked up by the press
- A communications policy to aid in consistently and fairly responding to incoming requests (although it is not always followed)
- A newsletter production schedule and editorial calendar
- A master calendar checklist, with monthly, weekly and daily tasks that structures planning a year in advance, that is then amended and revised as the year progresses.

Other important items to note:

- The city website had not been managed by the communications department in the past and was being updated by the HR department and other department heads and key employees. ACG conducted an audit and found many issues with the site and asked the city manager for oversight of the website in order to control messaging and brand and keep within recommended best practices for government sites. The ACG team worked with the city web developers, CivicPlus, to migrate to an enhanced platform and to clean up and reface the existing site based on the city's budget parameters.
- ACG also noticed that there was inconsistency with city signage and presented to council the need to conduct an audit of all city signage in order to get all signage back in good repair and within brand standards and to identify locations and establish some budgetary goals for placements of gateway signage for the city. This also included a complete inventory with locations and style types identified.

Finally, we sometimes turn to Accent Creative for help in event planning and execution (city anniversary and political forums are recent examples). While this is a service Accent offers and executes well (they were responsible for the Gwinnett County Bicentennial Celebration), these activities generally lie outside the contract's originally conceived scope of work and add to the rate at which retainer hours are consumed.

The original 2020 annual communications budget, including both retainer and collaterals, was \$317,900. This was reduced to \$218,900 when the city made across the board cuts due to COVID. The proposed budget for 2021 is \$257,000, which is a decrease of about 20% over the original 2020 number. This was again due to projected consequences of COVID.

While no city is managed, organized or funded in exactly the same way as another, comparative analysis indicates that Norcross is operating on a significantly lower budget than other cities in

our area. Nevertheless, citizens, who cannot see the backend discrepancies in budget, organization, population size and available resources, expect to see a comparable product.

Recommendations:

1. The City needs to be clearer about what it wants from its communications department and what it is willing to spend to get it.

Rationale: When Accent was initially hired it was as an interim marketing department charged with keeping current efforts afloat while developing the systems and processes needed to govern work when a new employee was hired. The city then decided to continue to outsource rather than add communications staff. At this point the defined scope of work included day to day management of communications; social media, collaterals, weekly eblast, website, monthly newsletters, PR with local media, and developing a departmental budget.

Since that time the scope of work has grown piecemeal to include:

- Creating branding for and helping to promote various Boards and Programs (new ones included: Community Market, Sustainable Norcross, Discovery Garden, LiveNorcross, etc.)
- Overseeing and managing the city website
- Planning small gatherings such as ribbon cuttings, ground-breakings and debates and sitting on planning committees for larger events.
- Assisting Mayor, Council and staff with communication needs such as drafting letters, proofing and completing applications for awards, creating talking points for interviews and presentations, putting together PowerPoint presentations for staff, videotaping meetings, etc.
- Assisting Economic Development in marketing, which in the past was not part of the work of the communications team
- Being on call 24/7 for crisis management response
- Oversight of city signage and wayfinding

One thing that has been missing in all this is a City visioning and planning process specifically for PR and marketing. While marketing has been included as a side note in several of the city's comprehensive plans, these do not specifically research, evaluate and address the marketing of the city in the way a strategic marketing plan would. Our last rebranding did not include a strategic marketing component, which may be one reason the brand itself has not been as well integrated as it otherwise might have been.

It falls to the city to decide whether a true strategic marketing plan including goals, priorities and a 3 to 5- year implementation plan is in order. Accent Creative provides these services but it is a project unto itself and would not be covered by the annual retainer. There is a heavy research component, including focus groups. The typical cost is \$20,000 to \$150,000 depending upon the firm and the depth of research.

2. The City needs to decide whether a completely redesigned website with enhanced functionality is a priority for funding.

Rationale: When upgrades to the Norcross website were last discussed, the decision was made to go with the nominal cost improvements offered by our provider. While this did increase functionality, it was not a real redesign and did not meet the expectation of some of our citizens.

The financial investment needed for a complete redesign is estimated at \$80 to \$100 K. The task force was divided as to the need to spend more in this area. Some believe this is vitally important. Others believe the current website is both an improvement of what we previously had and adequate for our present needs. A complete redo would be a considerable expense to the city and not possible within current budget parameters. Council will need to decide whether and when this should be pursued and authorize the funds for this to happen.

3. Digital Marketing should be given a greater priority

Rationale: Although the city does utilize digital marketing in most of its initiatives, the Task Force generally agrees that we need a more robust and creative digital presence, specifically an enhanced focus on platforms such as Instagram which the city currently uses with an audience base of approximately 1911 followers (a significant increase from 428 in Oct 2018 when ACG took it over. Note: there were a total of 27 posts dating back to August 2014, which we archived- originally we were locked out of this social platform). Particular attention should be given to communicating with younger and more diverse and multilingual populations. A strong need for “stories” and video content would greatly enhance this initiative but would need participation and increased budget to achieve desired results.

4. The city should consider adding a Communications Liaison to the city staff

Rationale: The addition of an internal FTE would allow us to better sort through internal requests, attend to issues of last-minute demand, and maintain current information across platforms. This person would be responsible for attending internal meetings, including department head meetings; gathering and making updates to website content from various departments and monitoring our website (s) to see that information is kept current; interpreting and monitoring deadlines so that work flows smoothly; managing the interface between the city and our communication partners such as Accent Creative; and interpreting to various constituents the parameters within which public entities must function. Skill sets required should include ability to write, edit and proofread materials for internal customers, freeing Accent Creative to focus on external communication, graphic production and media presence. This would allow for a more targeted use of retainer hours.

5. The city needs to prioritize and invest in enhanced ways to communicate with diverse populations

Input from our Hispanic community indicates a strong preference for telephone-based communication, including texts (in Spanish) and the use of apps (like Facebook) with a translation feature. Currently, the city has the functionality set on the website and social sites with a translation feature for those that desire it. The city also translates its city newsletter into Spanish and posts it on the website and the plan was to print additional copies in Spanish for distribution pre-COVID. The ACG team did reach out to CivicPlus to gather additional details about the notifications system for those that sign up for city alerts/notifications through the website. They learned that it will translate on their devices for them. Many of these citizens don't have home computers but do use smartphones regularly. It is important for us to be intentional in our outreach to this segment of our citizenry and create a strategy to let them know of the

above city communications available to them. A focused targeted promotional campaign would help drive this audience to the platforms currently available.

City Budget Comparisons - Working Document

If we work with the original non-COVID budget of \$317,900, 44.5% or \$141,400 of that number is for contracted services, including design and marketing, contracted photography and videography, and what would normally be internal staff administrative responsibilities. The other 55.5% or \$176,500 is spent on print and digital advertising, signage and collaterals. It is important to note that these numbers do not contemplate any event production costs or staffing.

Lawrenceville:

In reviewing Lawrenceville's posted budgets and looking at both their events' budget and their normal communications budgets and if we exclude event staff and event production costs from our comparison, Lawrenceville's communications budget in a non-COVID year is \$599,343. This includes both staff and contracted services as well as advertising, signage and collaterals. It is almost 2 times the Norcross non-event budget. Approximately 81% of the Lawrenceville non-events budget goes to internal or contracted staffing as compared to 44% for Norcross. On the supply side, (advertising, signage, collaterals, etc.) Lawrenceville spends slightly less than Norcross but an exact comparison is difficult to calculate because the Norcross numbers include event marketing and the Lawrenceville numbers do not. If we combine Lawrenceville's events and non-events supply dollars, (keeping in mind it still won't be ENTIRELY accurate since there could be other items like tent rentals factored into Lawrenceville's events number) the total Lawrenceville spends on advertising signage and collaterals is \$132,625 or about 19% of their total budget dollars compared to 44.5% for Norcross.

One further note: Lawrenceville has a 4th budget category called "intergovernmental" which Norcross doesn't have. This category totals \$117,375 (\$49,525 events; \$67,850 comm.) and is essentially the valued cost of any service provided from another department in Lawrenceville, for example police wages for servicing an event or public works clean-up). If we subtract that amount from the total non-events budget (\$531,493) for comparison purposes, it is still 1.67 times higher than Norcross' total. In this comparison staffing and contracted budgets represent 91.4% of the total.

Sugar Hill:

Sugar Hill is a bit harder to compare, as they did not have much data to share. We know their total departmental budget is \$570,560, and that it does not include special events. We do not know the personnel/contracted services/supplies breakdown. There are 6 full-time employees, 2 part-time employees and an intern. Three of the full-time positions are events-related, so it is likely that the 3 full-time, 2 part-time and 1 intern salaries make up the personnel portion of their \$570,560 budget. If we averaged a full-time salary at about \$40k (not including benefits and payroll taxes), that would come to an estimated \$160-170k, about 29% of their overall non-events budget, leaving the other 70% for contracted services and supplies. However, this is all speculation, so the only real number we can compare with accuracy is the total non-events marketing and communications budget. The Norcross number is \$317,900. The Sugar Hill number is 570,560, about 1.79 times higher.

Duluth:

Duluth is another difficult comparison because their events team is divided among the “Festival Center” (which also operates as a for-profit venue), economic development and the marketing team. Here’s what we know: their total budget is \$1,242,516 of which \$980,541 is specifically earmarked for Public Information & Marketing. The break-out of these dollars is as follows:

- Personnel - \$626,442, with \$404,650 to Public Information & Marketing
- Contracted Services- \$122,822
- Supplies- \$493,252

Setting aside the Personnel costs, the remainder can be broken down as follows:

- Events (downtown/Festival center) - \$403,060
- Contracted Services (Economic Development) - \$24,883
- Contracted Services (Public Information & Marketing) - \$28,081
- Supplies (Economic Development) - \$15,477
- Supplies (Public Information & Marketing) - \$144,750

Event expenses are not broken out of the personnel budget, but they are broken out of the other line items. From this breakdown, we can deduce their total marketing budget, not including economic development and not including events-related costs other than their 2 event coordinator salaries, is \$577,481. If those two event coordinators account for \$80k (average \$40k each), Duluth is still looking at a non-events marketing budget that is 1.56 higher than Norcross’. And with known values of non-events supplies and contracted services amounting to just 35% of the budget, we know personnel costs are going to account for the majority of their spending.