

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, November 18, 2024

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

Live Stream Here:

<https://youtube.com/live/-44F7ruDwWg?feature=share>

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

* Norcross Development Authority - Kathleen Allen, Chair

D. General Updates**E. Council - General Discussion****F. City Manager's Report****G. Board Appointments**

* Discovery Garden Park Board (Two Vacancies | One Applicant)

* Historic Preservation Commission (Two Vacancies | Two Applicant)

* Norcross Development Authority (Seven Vacancies | Two Applicants)

* Norcross Public Arts Commission (Four Vacancies | Four Applicants)

* Sustainable Norcross Commission (Six Vacancies | One Applicant)

H. Items for Discussion**1. [24-7171](#) Special Use Permit - Stage at South End**

Consider a request for a Special Use Permit for an outdoor stage as part of the South End development at 127 South Peachtree Street with the conditions described herein.

[Agenda Report - Special Use Permit - Stage at South End](#)

[SUP2024-003 Staff Report](#)

2. [24-7172](#) Verbal Request to Reduce the “Lapse of Time Requirement for Reapplication” for a Special Use Permit Request at 3150 Holcomb Bridge Road from 12 Months to 6 Months

Consider a verbal request from applicant Mr. Robert Baffour to reduce the “lapse of time requirement for reapplication” for a special use permit request from 12 months to 6 months.

[Agenda Report - Verbal request to reduce the “lapse of time requirement for reapplication” for a special use permit request at 3150 Holcomb Bridge Road from 12 months to 6 months.](#)

3. [24-7180](#) **Agreement with Gwinnett County Sheriff's Department for the Transport of Prisoners from Outside of Gwinnett County to Their Facility**

Approve an agreement between the City and Gwinnett County Sheriff's Department authorizing both GCSO and NPD personnel to transport arrestees to the GCSO detention facility from outside the County pursuant to State law.

[Agenda Report - Agreement with Gwinnett County Sheriff's Department for The Transport of Prisoners from Outside of Gwinnett County to Their Facility](#)

[Agreement drafted by the Gwinnett County Sheriff's Department](#)

[Copy of O.C.G.A. § 17-4-25.1](#)
4. [24-7155](#) **Ordinance for Art Regulation**

Approve an ordinance regulating the installation, and placement of any work of art that is visible and accessible to the public located within the bounds of the city.

[Agenda Report - Ordinance for Art Regulation](#)

[2024 Art Regulation Draft Ordinance](#)
5. [24-7174](#) **City of Norcross Traffic Calming Manual**

Approve and adopt the proposed City of Norcross Traffic Calming Manual.

[Agenda Report - City of Norcross Traffic Calming Manual](#)

[Draft City of Norcross Traffic Calming Manual](#)
6. [24-7173](#) **Replacement of Speed Bumps on West Peachtree Street**

Approve offset Speed Hump/Table at the intersection of West Peachtree Street and Lake Drive.

[Agenda Report - Replacement of Speed Bumps on West Peachtree Street](#)

[Area of installation and proposed replacement](#)

[Vendor Quotes](#)
7. [24-7175](#) **Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03**

Reject proposals for contract award ITB PW 25-03, construction of a gravel parking lot on Britt Street, in order to continue funding street resurfacing as a transportation priority.

[Agenda Report - Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03](#)

[Bid Tabulation ITB PW 25-03](#)

[City of Norcross Packet ITB PW 25-03](#)

8. [24-7070](#) **Pocket Parks/Outdoor Dining Areas on Jones Street**
Approve pocket park (Parklets) proposal and associated funding for construction with Trex/Timber Teck.
[Agenda Report - Pocket Parks/Outdoor Dining Areas on Jones Street](#)
[Dimensional Design Estimate with Options](#)
[Pocket Parklet Designs and Renderings](#)
9. [24-7176](#) **Storm Water Pipe Repair and Relining on Hammond Drive**
Approve underground stormwater repairs on Hammond Drive.
[Agenda Report - Storm Water Pipe Repair and Relining on Hammond Drive](#)
[Dickerson Quote](#)
[Civil Construction and Utilities LLC - Quote](#)
[Photos 5946 Hammond Drive](#)
10. [24-7122](#) **Homestead Exemptions and First-Time Homebuyers Incentive**
Direct the City Manager and City Attorney to prepare legislation needed to authorize an increase in the City's existing homestead exemptions, authorize the establishment of an income-based homestead exemption, and develop a first-time homebuyers incentive program modeled on Gwinnett County's existing program for Norcross homebuyers eligible for the County program.
[Agenda Report - Homestead Exemptions and First-Time Homebuyers Incentive](#)
[Homestead Act](#)
[First Time Homebuyers](#)
11. [24-7177](#) **Disposition of City Sewer Easement in Connection with Development at 5420 Buford Highway**
Authorize the Mayor, upon payment of purchase price, to execute a Quit Claim Deed of Sewer Easements held by the City on 5420 Buford Highway in a form approved by the City Attorney.
[Agenda Report - Disposition of City Sewer Easement in Connection with Development at 5420 Buford Highway](#)
[Draft Quit Claim Deed \(subject to approval by Developer and City Attorney's office\)](#)
[Survey showing easement within property](#)
12. [24-7156](#) **Invocation at Regular Meeting**
Adopt a policy to encourage cultural diversity in invocations.
[Agenda Report - Invocation at Regular Meeting](#)

13. [24-7178](#) **RFQ for City Attorney**
Provide direction on proceeding with the review of submissions and selection of a firm or individual attorney to provide City Attorney services.
[Agenda Report - RFQ for City Attorney](#)

[RFQ MC 25-04](#)

[RFQ Responses](#)
14. [24-7181](#) **Approval of a Financial Services Agreement with Piper Sandler**
Request approval of an agreement for financial services with Piper Sandler.
[Agenda Report - Approval of Financial Services Agreement with Piper Sandler](#)

[FA Agreement GA City of Norcross](#)
- I. **Adjourn to Executive Session for Personnel, Real Estate, or Legal**
- J. **Signed by:** _____ **Mayor Craig Newton**
- K. **Attest:** _____ **Monique Philip, City Clerk**



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

City of Norcross

Legislation Details (With Details)

File #:	24-7171	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Special Use Permit - Stage at South End		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Special Use Permit - Stage at South End](#)
2. [SUP2024-003 Staff Report](#)

Title
Special Use Permit - Stage at South End

Drafter
Vivian Vakili



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

Agenda Report

To: Mayor and Council

From: Vivian Vakili, Community Development Director

Meeting Date: November 18, 2024 – Policy Work Session

Item No.: 24-7171

Title: Special Use Permit – Stage at South End

CC: Eric Johnson, City Manager

Recommendation

Consider a request for a Special Use Permit for an outdoor stage as part of the South End development at 127 South Peachtree Street with the following conditions:

1. Applicant must plant a double row of shrubs as well as erect a vegetated wall with a concrete, brick, or stone base (also known as a “green wall”) a minimum of 28’ long and 12’ tall along the entire length and height of the stage and its supporting structure between the South End property and the wedding event venue property at 173 South Peachtree Street. The applicant is reminded that the use of the stage shall be in compliance with all City of Norcross ordinances, including the noise ordinance, and that a special use permit can be considered for revocation, after public notice and a public hearing by the Mayor and Council.
2. No certificate of occupancy or completion shall be issued on the stage until the certificates of occupancy have been issued for at least two of the following buildings: Building B, C, D, E, F.
3. The size of the structure shall be limited to the size shown on the site plan included with this application: 28’ wide by 29.2’ deep. The height shall be limited to 12’.

Background

The applicant seeks a special use permit for a “small stage area” inside the property and states that the stage will be used for “small venues in the community and South End tenant use.” The overall dimensions are 28’ wide by 29’-2 ¼” deep. The height is not provided on the submitted plans but appears to be around 12’. The rear of the stage is comprised of a 20’ long by 9’ tall shipping container that serves as a storage area.

The Planning and Zoning Board recommended approval with staff conditions at their meeting on November 6th, 2024.



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

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place

Attachments

- SUP2024-003 Staff Report

Next Steps

December 2nd Regular Mayor and Council Meeting: Vote



Meeting Date: 11/06/2024 at 6:30 PM

Petition Number: SUP2024-003

Project Type:	Commercial
Property Location:	127 South Peachtree Street
Tax Parcel ID:	6243 048
Petitioner:	David Gay
Petitioner's Request:	Special Use Permit for a stage in HX zoning.
Recommendation:	Approval

Summary

The applicant requests a special use permit for a stage as part of the South End development at 127 South Peachtree Street.

Timeline

UDO section 104-3 requires special use permits to be first heard by the Planning and Zoning Board, followed by Mayor and Council's policy meeting and finally Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, November 6, 2024	6:30 PM	City Hall Conference Room
M&C	Meeting	Monday, November 18, 2024	6:30 PM	City Hall Conference Room
M&C	Hearing	Monday, December 2, 2024	6:30 PM	City Hall Council Chambers

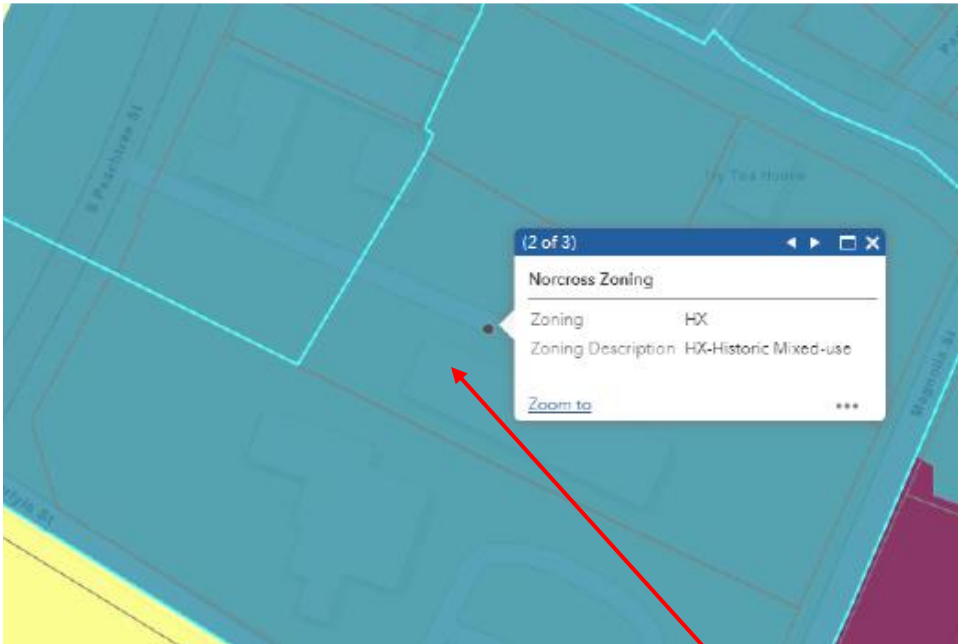
Attachment: SUP2024-003 Staff Report (24-7171 : Special Use Permit - Stage at South End)

Aerial View



Site

Zoning Map



Site

Attachment: SUP2024-003 Staff Report (24-7171 : Special Use Permit - Stage at South End)

Future Development Map



Character Area 7: Town Center

PROPERTY INFORMATION	
Property Location	127 South Peachtree Street
Acreage:	1.4
Existing Zoning / Land Use	HX / Historic Mixed-Use
Proposed Zoning / Land Use	HX with a Special Use Permit for a Stage
Character Area	Town Center
Existing Lot Dimensions:	Frontage: Approximately 145' on South Peachtree Street Depth: Approximately 439'
Topography:	High Point: around middle of southern property line Low Point: along eastern property line
Elevation:	High Point: 1060' Low Point: 1026'
Encumbrances:	The location of the proposed stage is in the Local Historic District.

EXISTING ZONING AND LAND USE OF PROPERTIES WITHIN 500 FEET			
Location relative to subject property	Zoning/Land Use	Address(es)	Land Area (acres) (Approximate)
North	HX	115 South Peachtree Street 21 Holcomb Bridge Road 108 Holcomb Bridge Road	0.08 0.49 0.41
South	HX	173 South Peachtree St	1.66 AC
East	BH	131 Magnolia St	0.41 AC

Applicant's Request

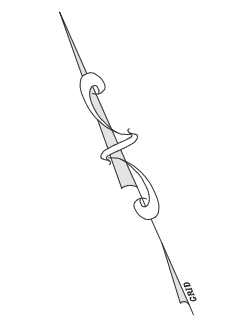
The applicant, David Gay, seeks to install a "small stage area" inside the property. The applicant states that the stage will be used for "small venues in the community and South End tenant use."

Existing Conditions

The subject property is zoned HX (Historic Mixed-Use) with 3 buildings on site. One of these buildings is occupied and houses 3 businesses: Rose & Hemp, Refuge Coffee, and Butter & Cream.

Project Description

The applicant seeks a special use permit for a "small stage area" inside the property. The overall dimensions are 28' wide by 29'-2 ¼" deep. The height is not provided on the submitted plans but appears to be around 12'. The rear of the stage is comprised of a 20' long by 9' tall shipping container that serves as a storage area. Below is the site plan provided by the applicant with the stage area highlighted by staff for easy reference as well as the plans for the stage.



DRAWING WAS PREPARED FOR U.S. A SPECIFIC SITE AT 127 S PEACHTREE MORCROSS, GA 30071. THESE DRAWINGS OR PORTIONS OF THESE DRAWINGS ARE NOT SUITABLE FOR U.S. A DIFFERENT PROJECT SITE. THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND CIVIL ENGINEER AND SHALL NOT BE DISPLAYED OR USED IN ANY MANNER OR USED FOR ANY OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH THE PROPERTY OWNER.

AL

FLIPPO
CIVIL DESIGN
FLIPPO CIVIL DESIGN
931 MONROE DR. NE, SUITE A102, #223
ATLANTA, GEORGIA 30308
PAUL@FLIPPOCIVIL.COM | 404.259.3940
ALEX@FLIPPOCIVIL.COM | 618.340.5064

WK	DATE	DESCRIPTION
	12.23.2022	INITIAL SUBMIS
	06.12.2023	REV 1
	07.17.23	DWR VARIAN
	07.17.23	REV 2 - GWINN
	07.24.23	REV 3 - GWINN
	07.27.23	REV 4 - GWINN
	07.28.23	REV 5 - GWINN
	08.15.23	NORCROSS R
	08.29.23	NORCROSS R
	09.24.24	AUD STAGE
XX.XX.XX		XXX

RELEASED FOR
CONSTRUCTION

C-03

Packet F

1. NON-12% TO 15% STREET GRADES REQUIRE AN "AS GRADED" SURVEY BEFORE INSTALLATION OF THE CURB
2. 100-YEAR WATER ELEVATION OF PROPOSED DETENTION: 1030.48
3. CITY OF NORCROSS ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORD DRAWN. THE CITY OF NORCROSS DOES NOT ASSUME THE RESPONSIBILITY FOR THE MAINTENANCE OF DRAINS IN DRAINAGE EASEMENTS BEYOND THE CITY RIGHT-OF-WAY.
4. STRUCTURES ARE NOT ALLOWED IN DRAINAGE EASEMENTS
5. MAXIMUM CUT OR FILL SLOPES IS 2H:1V
6. DETENTION POND, DETENTION OUTLET STRUCTURES AND TEMPORARY SEDIMENT POND FEATURES ARE TO BE CONSTRUCTED AND FULLY OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING.
7. DEVELOPER TO CLEAN OUT ACCUMULATED SILT IN DETENTION POND AT END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED
8. PROVIDE DETENTION POND POST-CONSTRUCTION (RECORD) DRAWINGS WITH THE SUBMITTAL OF THE FINAL PLAN OR ONE WEEK PRIOR TO REQUESTING A CERTIFICATE OF OCCUPANCY SO THAT THE POST-CONSTRUCTION CONDITIONS MAY BE VERIFIED AND APPROVED. CERTIFIED RECORD DRAWINGS SHALL INCLUDE TOPO OF POND AND OUTLET CONTROL STRUCTURE DETAIL USING POST-CONSTRUCTION SURVEY DATA. USING RECORD DRAWINGS, PROVIDE A VERIFIED HYDROLOGIC REPORT VERIFYING POND VOLUMES AND PEAK OUTFLOWS FROM REGULATED STORM EVENTS
9. ACCESS EASEMENT TO BE CLEARED AND GRUBBED (SEE STORM SEWER PLAN)

PAVERS (MATCH EX.)

CONCRETE-SET PAVERS

CONCRETE SIDEWALK

CONCRETE PAVEMENT

ASPHALT PAVEMENT

PLANTED BIORETENTION

GRAVEL

EXISTING BUILDING

PROPOSED BUILDING

LANDSCAPED AREAS

DUMPSTER ENCLOSURE

TRANSFORMER PAD

METAL SITE STAIRS

RETAINING AND FOUNDATION WALLS

FENCE

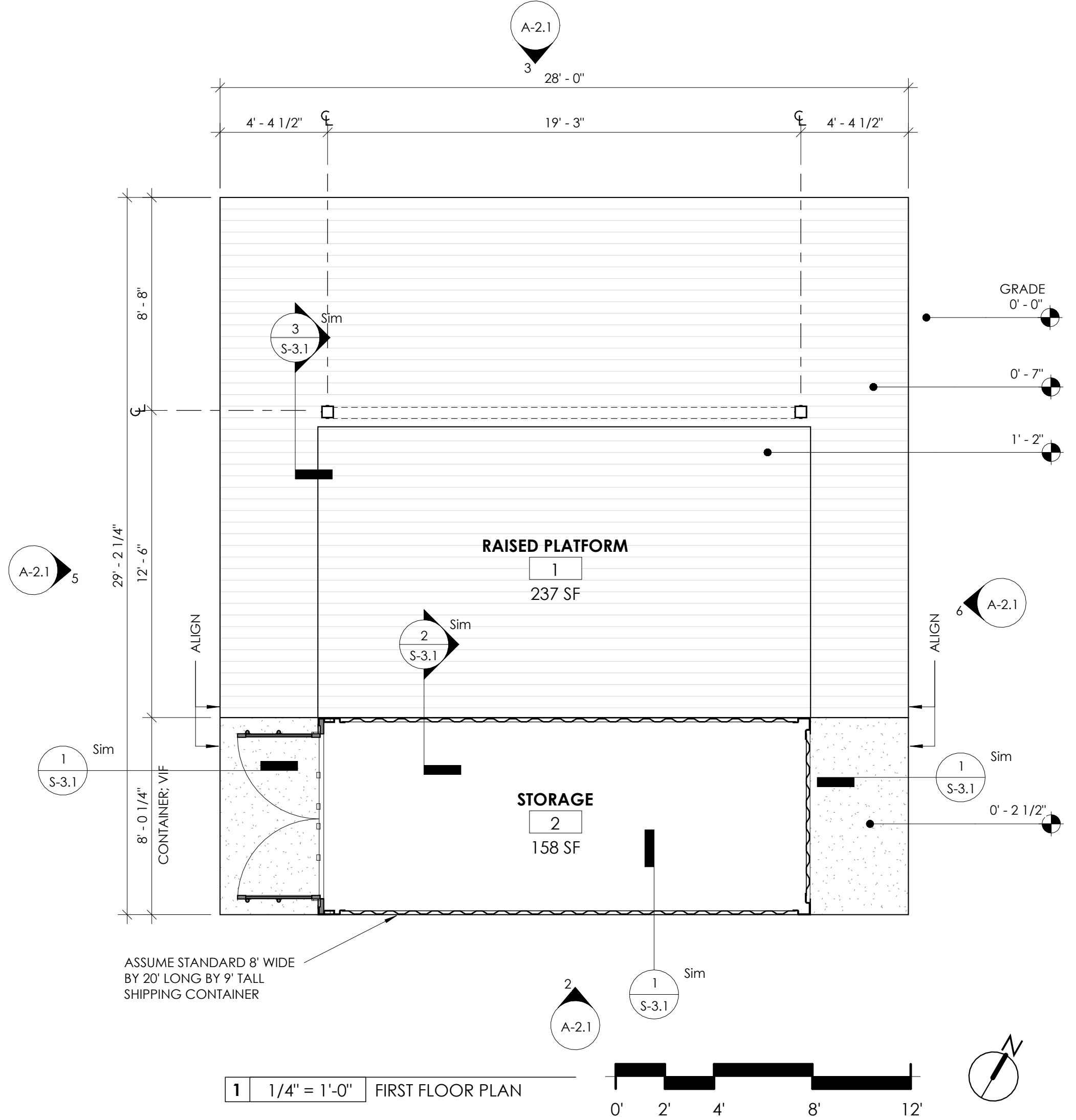
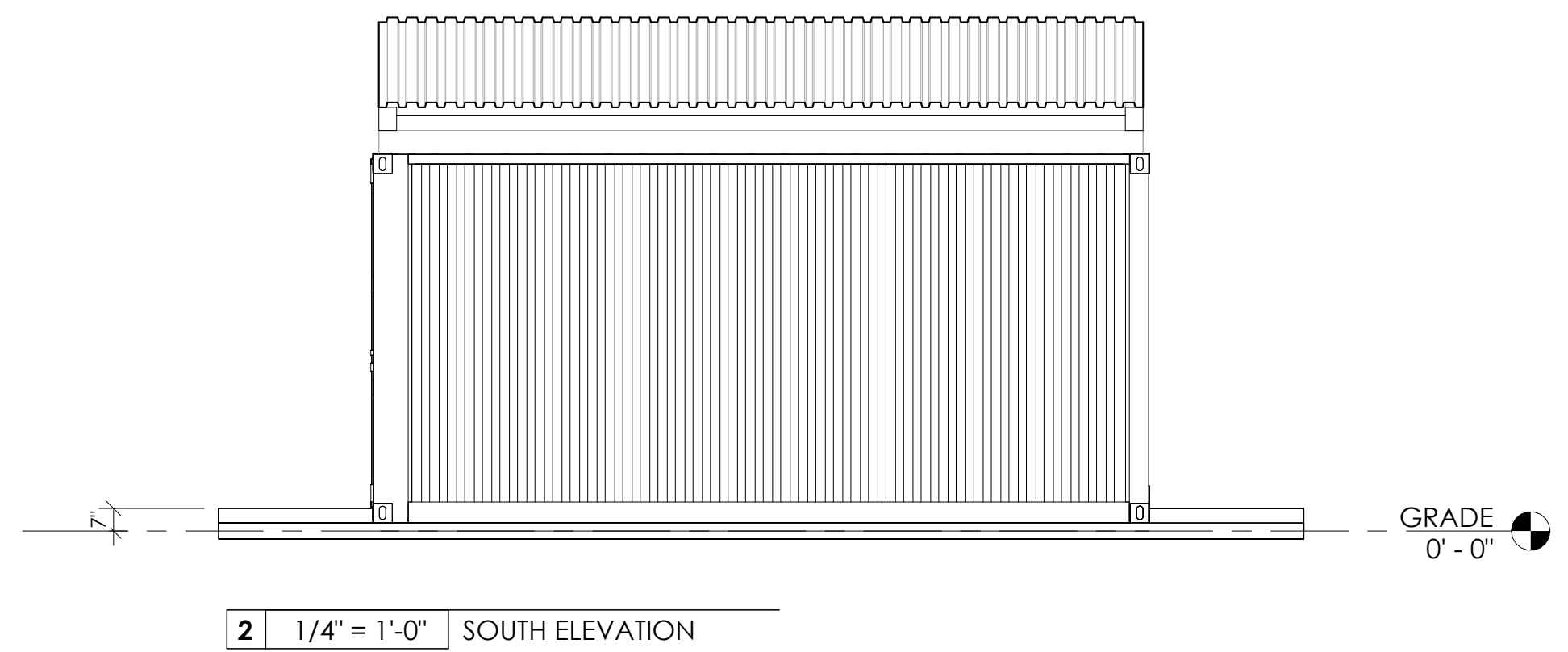
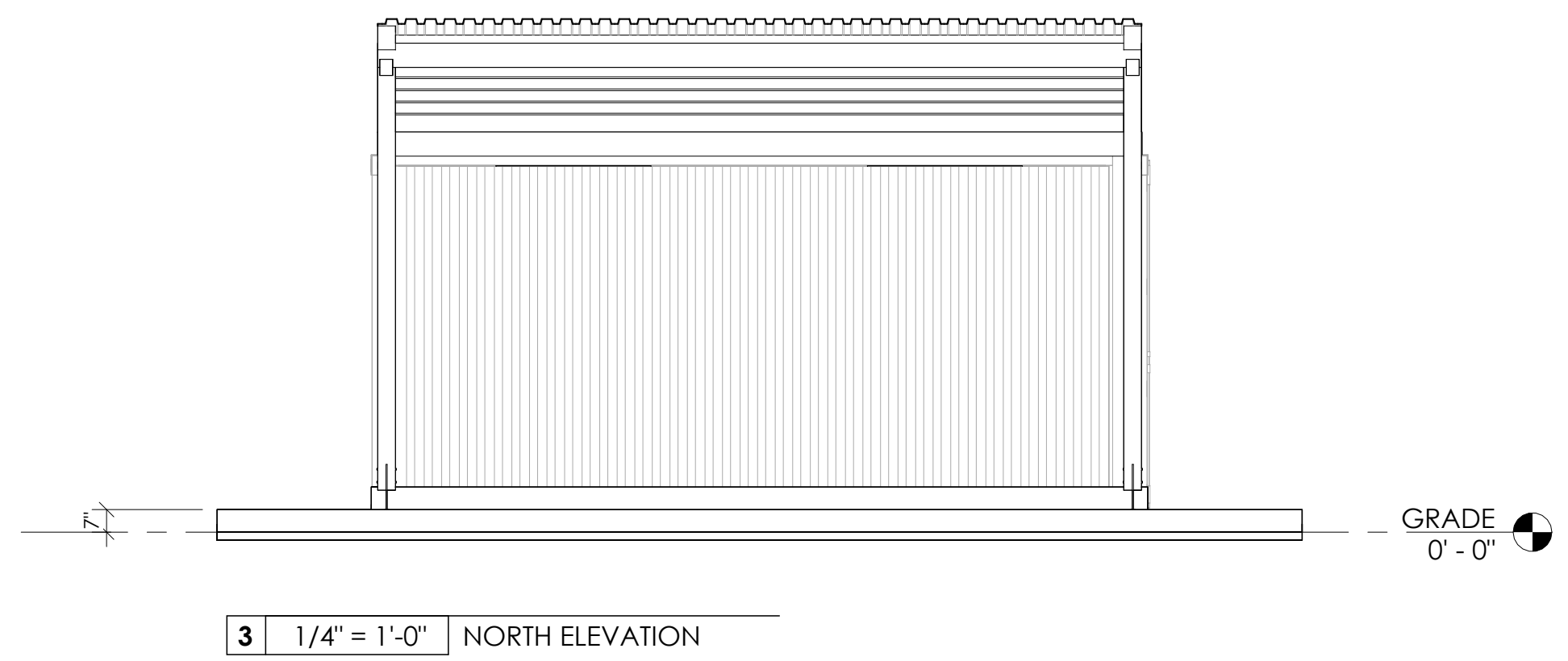
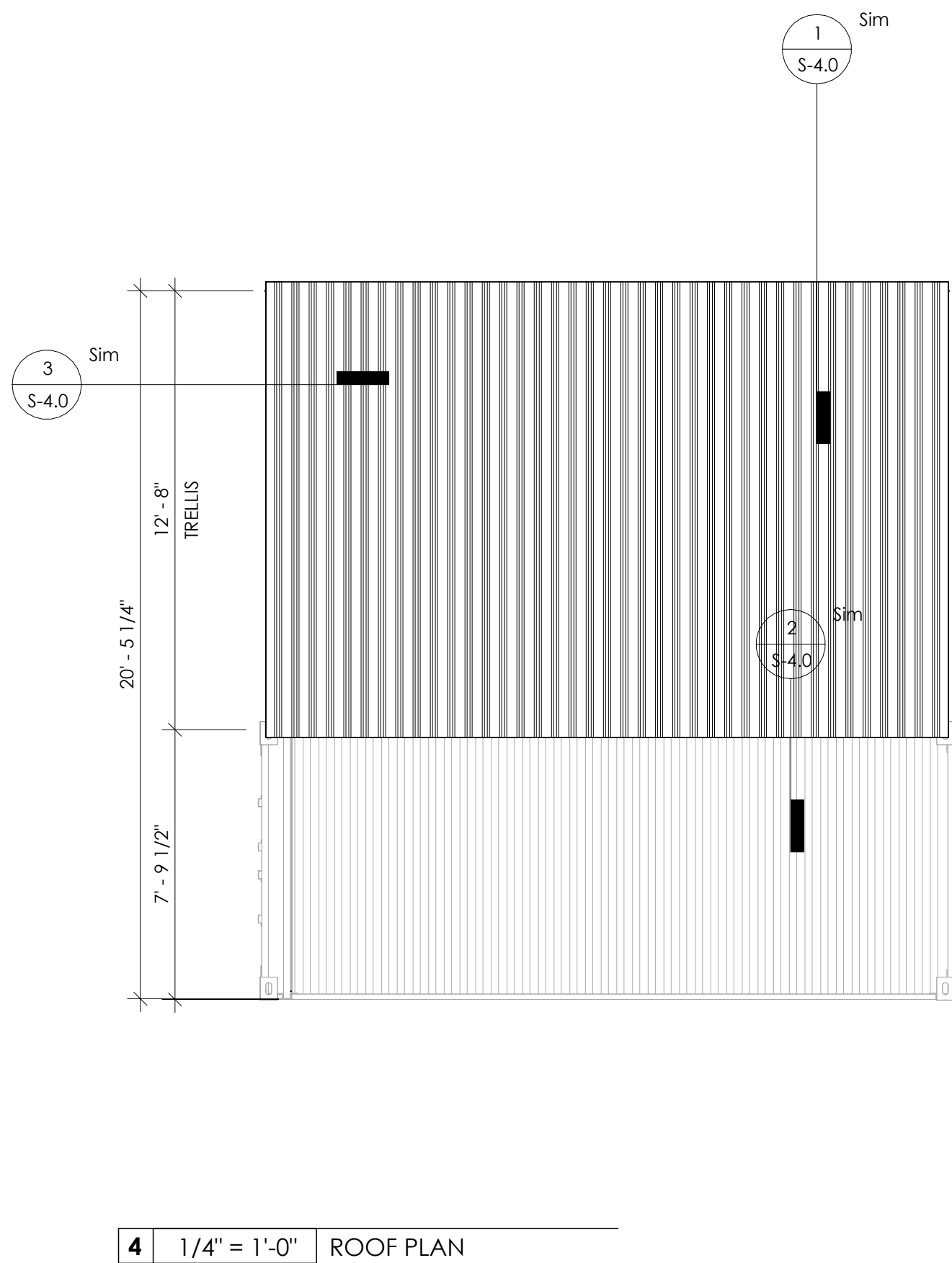
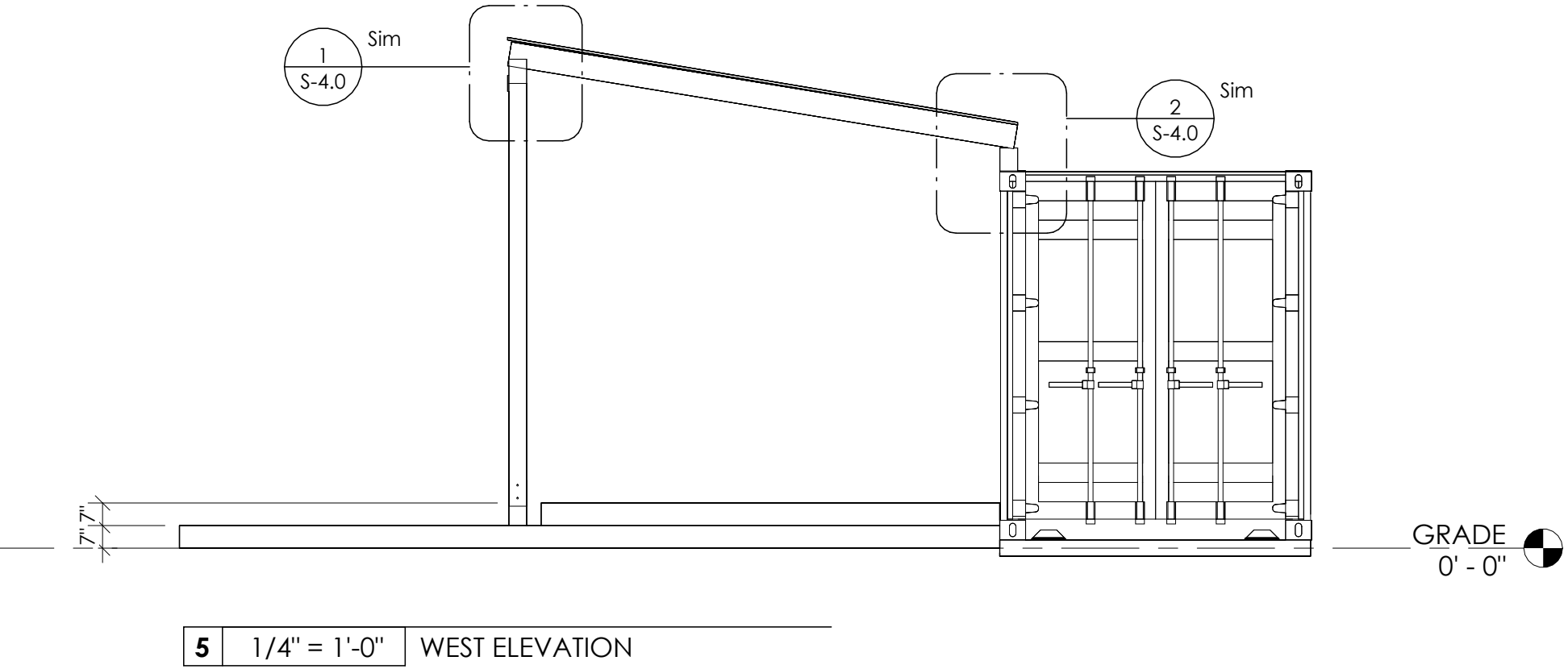
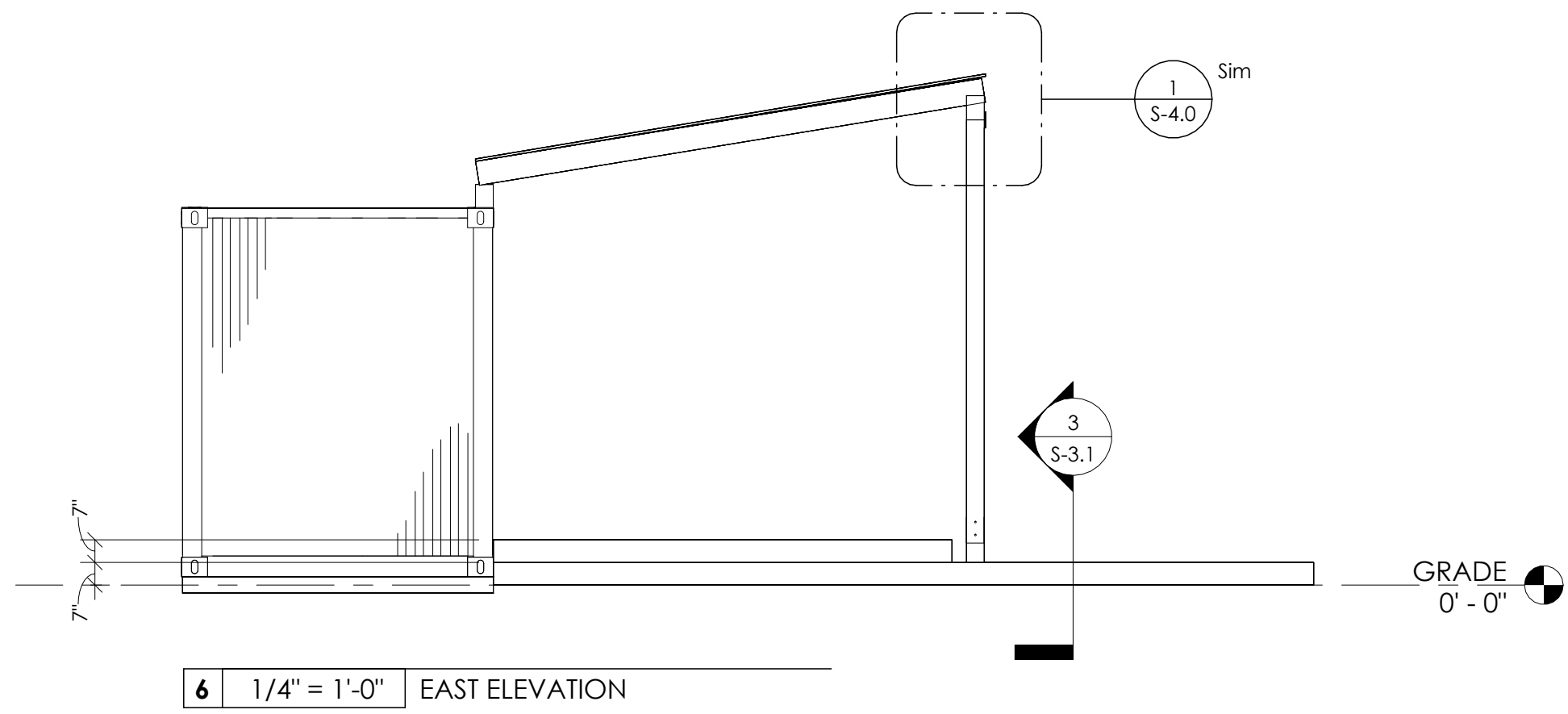
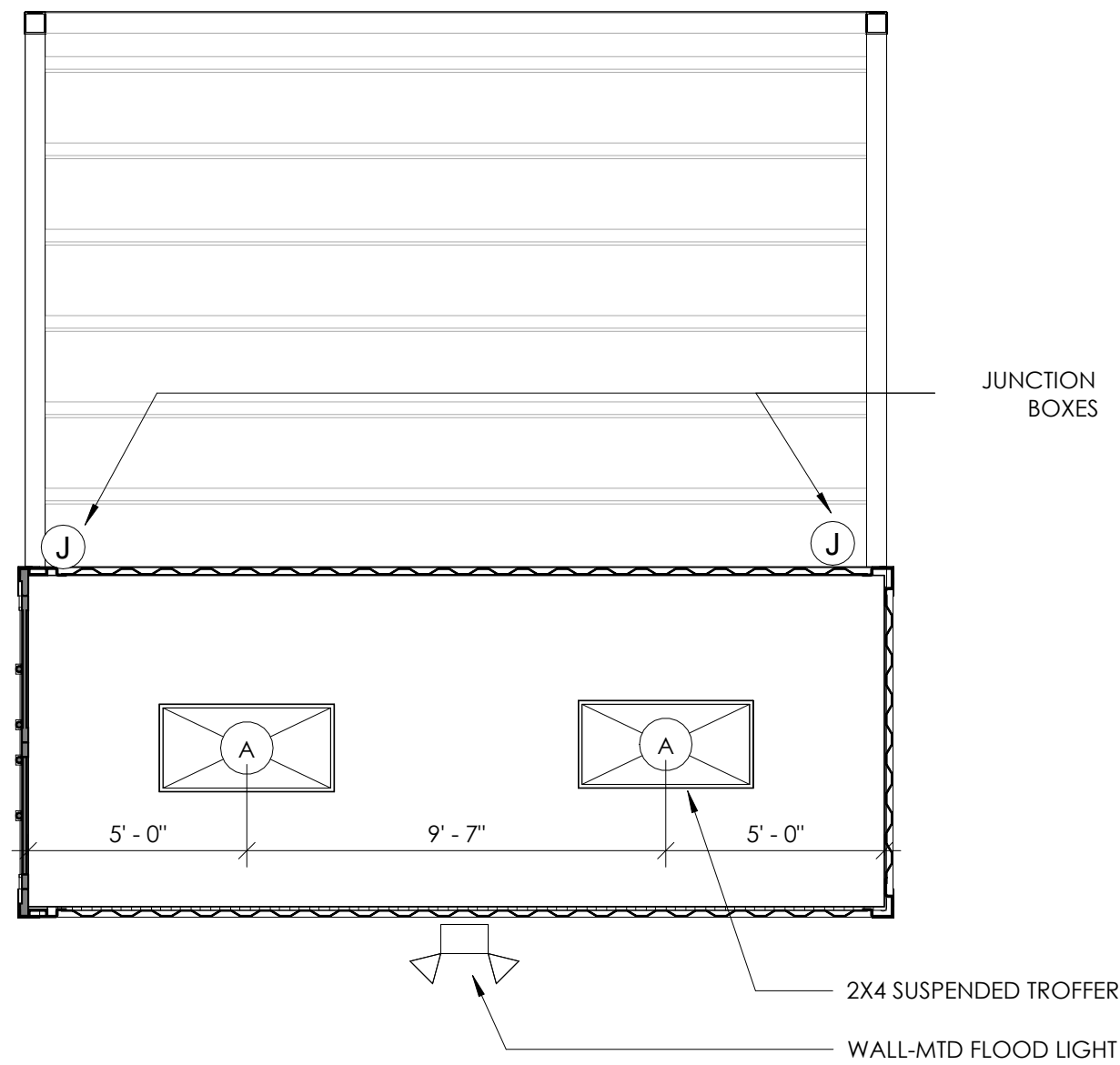
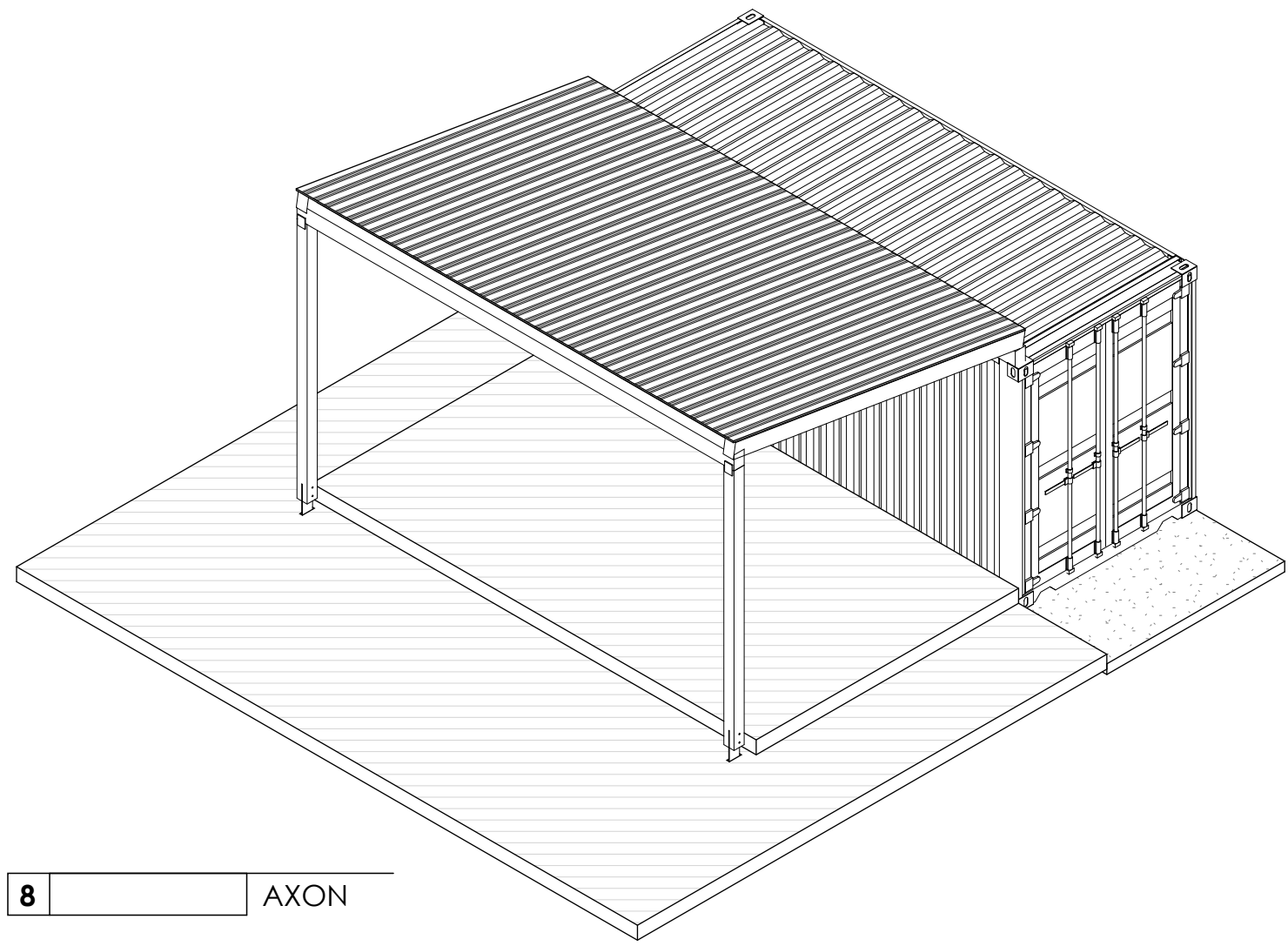
COVERAGE TYPE	SF	AC
SIDEWALK, STAIRS, AND WALLS	6,872	0.16
VEHICULAR PAVEMENT	14,065	0.32
BUILDINGS, RV COURT, AND STAGE (EXISTING AND PROPOSED)	21,688	0.50
GRAVEL	963	0.02
PLAZA IN FRONT OF BLDG "A"	1,424	0.03
TOTAL SF	45,012	1.03

*INCLUDES ±2,050 SF IMPERVIOUS PROVISION FOR POSSIBLE FUTURE STAGE AND ON-SITE SKIN ALLEY EXTENSION



GENERAL NOTES

1. All walls are Type P-1 unless otherwise noted. See sheet A-9.1 for Partition Type Legend.
2. All walls are 90° unless noted otherwise.
3. Existing walls are dimensioned from finish face unless noted otherwise.
4. New walls are dimensioned from face of stud unless noted otherwise.
5. Provide blocking at all bathroom accessories, wall cabinets, and shelving.
6. Center light fixtures on doorways, in rooms, or above plumbing fixtures where applicable.
7. Windows & doors are dimensioned to center of opening unless noted otherwise.
8. Storefront dimensioned to true opening. Contractor to account for shimming dimensions.



ARCHITECTURE & INTERIORS
ATLANTA, GA TEL 678.271.8054 STUDIO.SOGO.COM



SOUTH END PLATFORM
127 S PEACHTREE STREET
NORCROSS, GA 30071

ISSUANCE SCHEDULE

06.21.2024 PERMIT SET

REVISION SCHEDULE
MARK DATE DESCRIPTION

Project ID 2417
Drawn By MM
Checked By LGE
Sheet Title

FLOOR PLANS

Drawing No. **A-2.1**
Paper Size: 24" x 36"

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**Project Application: Norcross South End
127 South Peachtree Street Norcross, Ga.**

To Whom It May Concern:

Please allow this letter to address the open items list per the statements that are required in the Special Use Permit. **Please note that we are not requesting a Zoning Change, only the use of a stage within the property.**

SUP Permit Statements

Item #8: Domestic Water is supplied via a 2" water meter located just inside the property fire access driveway. The SUP for the stage does not need nor required use for water.

Item #9 Sanitary Sewer is currently running thru the middle of the property servicing all tenants. The SUP for the stage does not require nor will need to use the sanitary sewer.

Item #10 Storm Water is currently being directed to multiple drop inlet collectors inside the property and is being directed to a detention pond on the property corner at Magnolia Street.

Item #11: The SUP is being requested for the installation of a small stage area inside the property. This stage will be used for small venues in the community and South End Tenant use.

Let me know if you have any questions.

Thanks,

3D Project Management

David Gay

678) 794-8182

Attachment: SUP2024-003 Staff Report (24-7171 : Special Use Permit - Stage at South End)

ZONING ANALYSIS

Current Zoning

The subject property is zoned HX (Historic Mixed-Use). Adjacent uses include The Carlyle House (a wedding venue) to the south, BH zoning to the east across Magnolia Street, and various retail and restaurant zoned HX to the north. The property fronts South Peachtree Street to the west and there are residential lots across the railroad tracks and Thrasher Street. The HX (Historic Mixed-Use) district is established to provide for a variety of retail, service, office, public and semi-public uses, with the inclusion of limited residential uses, in a pedestrian-friendly environment to promote live-work and mixed-use opportunities. Outdoor theater as well as various recreation, amusement, and entertainment uses are allowed through obtaining a special use permit.

Comprehensive Plan Analysis

The Comprehensive Plan is a policy guide for making rezoning and capital investment decisions and sets policies for city officials and staff concerning the future development of Norcross. The Comp Plan contains information to help guide the appropriateness of a zoning action. Table 2.1 is a matrix that depicts land uses by character area. The subject parcel falls within Character Area 7, Town Center.

A. Land Uses by Character Area

Taken from the matrix, the following uses are either specifically detailed in the character area description or considered appropriate according to the matrix:

Character Area 7, Town Center
Low Density Residential
Medium Density Residential
Planned Residential Community
Skilled Nursing Facilities (no rehab)
Neighborhood-level commercial, studio, or office (<5,000 sf)
Community-level commercial or office (<50,000 sf)
Mixed-use (vertical)
Entertainment-related commercial
Places of assembly
Transportation, communication, utilities
Parks and recreation

Entertainment-related commercial is defined as “downtown restaurants, brewpubs, small specialty commercial, professional office, civic and public uses. Central gathering places for the community.”

Places of assembly is defined as “meeting places at which the public or membership groups are assembled regularly, including but not limited to schools, places of worship, theaters, auditoriums, funeral homes, and stadiums.”

B. Policy Goals

Under the policy goals the proposed special use permit meets the following criteria:

- *Policy 1-2: Redevelop and enhance existing commercial and industrial areas.*
- *Policy 2-5: Provide pleasant, accessible public gathering places.*
- *Policy 6-15: Continue to support local arts and cultural events through the provision of facilities, logistics, and marketing efforts.*

C. Character Area Vision

The Town Center Character Area is defined as “The civic heart of the community, the Town Center offers a wide variety of entertainment, dining, recreational and shopping options. Through redevelopment and public investment, the Town Center character is a destination for the Greater Norcross community...”

Standards Governing the Exercise of Zoning Power

According to Section 103-11, the criteria by which a special use permit action can be approved or denied are as follows:

1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties?

Applicant answer: Yes, the stage is located within the development and not visual from adjacent properties.

Staff analysis: Yes, staff believes that a stage would be appropriate within the context of the overall South End development and the downtown area.

2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

Applicant answer: No, the stage is screened from view and a back drop is being used for sound. We are also adding a wall for sound screening.

Staff analysis: There is a wedding event venue adjacent to the site that may have weddings at the same hours as the proposed stage would be in use. Without appropriate sound mitigation, events held at the stage may disrupt the weddings held at the event venue.

3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

Applicant answer: No however the stage complements the development.

Staff analysis: Yes.

4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

Applicant answer: No.

Staff analysis: No.

5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan?

Applicant answer: Yes.

Staff analysis: Yes, entertainment-related commercial is noted as an appropriate use in Character Area 7, and included within that definition are civic and public uses as well as central gathering places.

6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

Applicant answer: The development is community-focused and a small stage enhances the public use and purpose.

Staff analysis: No.

7) Whether the policies and objectives of the comprehensive plan, particularly in relationship to the proposed site and surrounding area align and support the proposal.

Applicant answer: Yes.

Staff analysis: Yes.

8) Whether the proposal has the potential for adverse impacts on the surrounding area, regarding, but not limited to traffic, storm drainage, land values and compatibility of land use activities.

Applicant answer: No. The stage is for a small band 2-3 people with buffers of sound.

Staff analysis: The stage could have an adverse impact on the adjacent wedding venue if sound is not sufficiently mitigated.

9) In the case of antennae and towers, the proposal will need to meet the standards listed in subsection 202z)(5), special use permits.

This criterion does not apply to this request and is therefore not applicable.

Conclusion

The application meets the general vision of the Comprehensive Plan for this area.

Recommendation

Staff recommends approval of the special use permit for an outdoor stage at this location with the following conditions:

1. Applicant must plant a double row of shrubs as well as erect a vegetated wall with a concrete, brick, or stone base (also known as a "green wall") a minimum of 28' long and 12' tall along the entire length and height of the stage and its supporting structure between the

South End property and the wedding event venue property at 173 South Peachtree Street. The applicant is reminded that the use of the stage shall be in compliance with all City of Norcross ordinances, including the noise ordinance, and that a special use permit can be considered for revocation, after public notice and a public hearing by the Mayor and Council.

2. No certificate of occupancy or completion shall be issued on the stage until the certificates of occupancy have been issued for at least two of the following buildings: Building B, C, D, E, F.
3. The size of the structure shall be limited to the size shown on the site plan included with this application: 28' wide by 29.2' deep. The height shall be limited to 12'.



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

City of Norcross

Legislation Details (With Details)

File #:	24-7172	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Verbal Request to Reduce the “Lapse of Time Requirement for Reapplication” for a Special Use Permit Request at 3150 Holcomb Bridge Road from 12 Months to 6 Months		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - 3150 Holcomb Bridge Lapse of Time](#)

Title

Verbal Request to Reduce the “Lapse of Time Requirement for Reapplication” for a Special Use Permit Request at 3150 Holcomb Bridge Road from 12 Months to 6 Months

Drafter

Mayor Pro Tem Bruce Gaynor



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

Agenda Report

To: Mayor and Council

From: Mayor Pro Tem Bruce Gaynor

Meeting Date: November 18, 2024 – Policy Work Session

Item No.: 24-7172

Title: Verbal Request to Reduce the “Lapse of Time Requirement for Reapplication” for a Special Use Permit Request at 3150 Holcomb Bridge Road from 12 Months to 6 Months

CC: Eric Johnson, City Manager

Recommendation

Consider a verbal request from applicant Mr. Robert Baffour to reduce the “lapse of time requirement for reapplication” for a special use permit request from 12 months to 6 months.

Background

Mr. Robert Baffour made an application for a special use permit for an event hall at 3150 Holcomb Bridge Road in the Proficient office building under application SUP2024-002 on July 25, 2024. The application was considered at public hearings by the Planning and Zoning Board on September 4, 2024, and then by Mayor and Council on October 7, 2024. The request was denied by the Mayor and Council on October 7, 2024.

Under the Unified Development Ordinance, in Section 104-5(d):

(d) Lapse of time requirement for reapplication. No application or reapplication for any zoning map amendment affecting the same land or any portion thereof shall be acted upon or otherwise considered by the city within 12 months from the date of last action by the Mayor and City Council that defeated a previous rezoning application unless such 12-month period is waived by the Mayor and City Council, and in no case may such an application or reapplication be considered in less than six months from the date of last action by the Mayor and City Council that defeated a previous rezoning application.

In essence, a defeated zoning type of action, including special use permits, prejudices the property in question for a period of twelve months from the date of the defeated action meaning no further zoning or special use permit actions are permissible on the property for twelve months from the denial date, except that Mayor and Council can consider reducing the time lapse (prejudice) on the property to a period of six months from the date of denial.

The applicant believes that his application can be improved and requests that the prejudice date be reduced to 6 months from the last date of action.



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

Since the original application was defeated, a new application would need to be made, with a new filing fee of \$750. New legal ads and site postings would need to be made and additional hearings scheduled before both the Planning and Zoning Board and Mayor and Council. The earliest date that could be made would be Monday, April 7, 2025, for the Planning and Zoning Board meeting of May 7, 2025, and Mayor and Council meetings of May 19, 2025, and June 2, 2025,

Financial Impact:

N/A

Consistent with Comprehensive Plan?

(Select the appropriate goal(s). Please make sure the goal(s) match the corresponding goal number.)

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community
4. Maintains a Vibrant Economy and Continue to Facilitate Job Growth
5. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options
6. ***Furtheres the City's Tradition of Strong Leadership and High Level of Quality Services***

Attachments

Next Steps

Update



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

City of Norcross

Legislation Details (With Details)

File #:	24-7180	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session

Title: Agreement with Gwinnett County Sheriff's Department for the Transport of Prisoners from Outside of Gwinnett County to Their Facility

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Agreement with Gwinnett County Sheriff's Department for The Transport of Prisoners from Outside of Gwinnett County to Their Facility](#)
2. [Agreement drafted by the Gwinnett County Sheriff's Department](#)
3. [Copy of O.C.G.A. § 17-4-25.1](#)

Title

Agreement with Gwinnett County Sheriff's Department for the Transport of Prisoners from Outside of Gwinnett County to Their Facility

Drafter

Bill Grogan



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

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: November 18, 2024 – Policy Work Session

Item No.: 24-7179

Title: Agreement with Gwinnett County Sheriff's Department for The Transport of Prisoners from Outside of Gwinnett County to Their Facility

CC: Eric Johnson, City Manager

Recommendation

Approve an agreement between the City and Gwinnett County Sheriff's Department authorizing both GCSO and NPD personnel to transport arrestees to the GCSO detention facility from outside the County pursuant to State law.

Background

The Norcross Police Department is in the process of obtaining a Certification under Excellence in Policing (EIP), sponsored by GIRMA. One of the standards in EIP calls for an agreement between the county sheriff and the police department for the transportation of inmates housed outside of Gwinnett County to their facility. Our current agreement does not specifically authorize it. The GC Sheriff's Department has provided an agreement to assist us in fulfilling this requirement.

From EIP, the language specifically relating to this is:

3.6. Transporting Detainees

The agency shall have a written directive for transporting detainees including:--

- Authorization or agreement with the sheriff to transport individuals from another county (O.C.G.A. § 17-4-25.1)

Financial Impact: None.

Consistent with Comprehensive Plan?

Yes, it is consistent with Goal 6 as it furthers strong leadership and ensures a high level of quality services.

Attachments

- 1) Agreement drafted by the Gwinnett County Sheriff's Department.
- 2) Copy of O.C.G.A. § 17-4-25.1

Next Steps

If approved, Mayor and Chief of Police signatures.

Update: N/A

CONTRACT FOR THE TRANSPORTATION OF ARRESTEES

Subject:

This contract between the City of Norcross (here in after "Norcross"), the Norcross Police Department (here in after "Police") and the Gwinnett County Sheriff's Office (here in after "Sheriff") addresses the transportation of arrestees pursuant to O.C.G.A. § 17-4-25.1.

Purpose:

When any person arrested on charges originating from the jurisdiction of the city of Norcross is in custody of another jurisdiction, such person must be transported to the appropriate detention facility, which is the Gwinnett County Jail operated by the Sheriff. O.C.G.A. § 17-4-25.1 applies to such transportation of arrestees. Paragraph (a) authorizes a sworn law enforcement officer from a county or municipality in which an offense is alleged to have been committed to transport an arrested person, with the warrant under which such person was arrested, from one jurisdiction to the county or municipality in which the offense is alleged to have been committed for examination before any judicial officer of that county or municipality.

Paragraph (c) authorizes Police to transport a prisoner lawfully in the custody of the Police to a medical facility, a juvenile detention facility or to a court appearance outside of the Police jurisdiction for any other lawful or necessary purpose.

Paragraph (e) authorizes a contract between the Sheriff and the Police with the approval of Norcross for such transports and places any liability incurred upon the transporting agency.

Agreement:

In consideration of the mutual benefits of the parties, which is hereby expressly recognized by the parties, the Sheriff and the Police, with the authorization of Norcross, agree that the Sheriff will transport arrestees from other jurisdictions to the Gwinnett County Jail when at least one the arrestee's charges are prosecutable in the Juvenile, State, or Superior Court of Gwinnett County. The Sheriff will bear the responsibility and costs associated with the transportation. Further, the Sheriff will transport such arrestees to a medical facility, juvenile detention facility or court appearance outside such county or municipality or to transport such prisoner to a location outside such county or municipality for any lawfully required or necessary purpose.

The Sheriff and the Police, with the authorization of Norcross, agree that the Police will transport arrestees from other jurisdictions to the Gwinnett County Jail when the arrestee is charged only with offenses prosecutable in the City Court of Norcross. Police will bear the responsibility and costs associated with the transportation. Further, the Police will transport such arrestees to a medical facility, juvenile detention facility or court appearance outside such county or municipality or to transport such prisoner to a location outside such county or municipality for any lawfully required or necessary purpose.

Effective Date and terms:

This contract is effective upon the signatures of all the parties and will automatically renew annually unless any party notifies all the parties in writing of its cancellation 30 days after delivery of the notice.

Cleo Atwater, Chief
Gwinnett Sheriff's Office

Date

Bill Grogan, Chief
Norcross Police Department

Date

Craig Newton, Mayor
City of Norcross

Date

2023 CODE OF GEORGIA**Title 17 - CRIMINAL PROCEDURE (§§ 17-1-1 — 17-21-4)****Chapter 4 - ARREST OF PERSONS (§§ 17-4-1 — 17-4-80)****Article 2 - ARREST BY LAW ENFORCEMENT OFFICERS GENERALLY (§§ 17-4-20 — 17-4-30)****Section 17-4-25.1 - Transport of arrested person to jurisdiction in which offense committed;
transport of prisoner outside county or municipality****Universal Citation:** GA Code § 17-4-25.1 (2023)

- **(a)** As provided in subsection (e) of this Code section, a sworn law enforcement officer from a county or municipality in which an offense is alleged to have been committed shall be authorized to transport an arrested person, with the warrant under which such person was arrested, from one jurisdiction to the county or municipality in which the offense is alleged to have been committed for examination before any judicial officer of that county or municipality.
- **(b)** Unless otherwise provided by contract, the agency requesting the transportation of the arrested person pursuant to subsection (a) of this Code section shall be responsible for all costs associated with the transport. Such officer may hold or imprison the arrested person in a jurisdiction other than where the offense is alleged to have been committed long enough to enable such officer to prepare to take the arrested person to the jurisdiction in which the offense is alleged to have been committed.
- **(c)** A sworn law enforcement officer from a county or municipality shall be authorized to transport a prisoner who is lawfully in the custody of such officer to a medical facility, juvenile detention facility as defined in Code Section 49-4A-1, or court appearance outside such county or municipality or to transport such prisoner to a location outside such county or municipality for any lawfully required or necessary purpose.
- **(d)** This Code section shall not be construed to provide any general state-wide police powers or authority for county or municipal law enforcement officers or expand the arrest powers of such officers outside their properly authorized jurisdiction.
- **(e)** Sheriffs and, with the approval of its governing authority, municipal or other law enforcement agency heads are authorized to enter into a contract for the purposes of transporting arrested individuals from the jurisdiction of the arrest to an appropriate detention facility where the alleged crime is to have occurred. In the absence of a written contract between the sheriff and municipal or other law enforcement agency head, the sheriff or his or her designee has the right of first refusal, as evidenced in writing, of transporting persons arrested on a warrant to an appropriate detention facility where the crime is alleged to have occurred. Any responsibility arising as a result of the transportation of an arrested individual as authorized in this Code section shall be that of the agency whose employee is transporting the arrested individual.

Amended by 2013 Ga. Laws 127, § 4-14, eff. 1/1/2014.

Disclaimer: These codes may not be the most recent version. [Georgia](#) may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.



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

City of Norcross

Legislation Details (With Details)

File #:	24-7155	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Ordinance for Art Regulation		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Art Regulation Ordinance](#)
2. [2024 Art Regulation Draft Ordinance](#)

Title
Ordinance for Art Regulation

Drafter
Mayor Craig Newton



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

Agenda Report

To: Mayor and Council
From: Mayor Craig Newton

Meeting Date: November 18, 2024 – Policy Work Session

Item No.: 24-7155

Title: Ordinance for Art Regulation

CC: Eric Johnson, City Manager

Recommendation

Approve an ordinance regulating the installation, and placement of any work of art that is visible and accessible to the public located within the bounds of the city.

Background

As we strive to beautify and enrich our, it's essential to consider the impact of public art in our community. Implementing an art regulation ordinance will ensure that installations align with our city's values, aesthetics, and community standards. This ordinance will help maintain the quality and appropriateness of public art, preventing the installation of pieces that may be considered undesirable or controversial. With thoughtful guidelines, we can foster a positive and inclusive environment, celebrate creativity, and enhance the city's visual landscape responsibly.

Financial Impact:

N/A

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place

Attachments

2024 Art Regulation Draft Ordinance

Artist Mural Agreement

Update

STATE OF GEORGIA
CITY OF NORCROSS

DRAFT ORDINANCE NO. _____

AN AMENDMENT TO THE CITY OF NORCROSS CODE OF ORDINANCES CHAPTER 200 TO CREATE AN ARTICLE WHICH SHALL BE CODIFIED AS ARTICLE VII “ART REGULATIONS,” WHICH SHALL PROVIDE FOR THE REGULATION OF WORKS OF ART VISIBLE AND ACCESSIBLE TO THE PUBLIC LOCATED WITHIN THE BOUNDS OF THE CITY, THE APPLICATION AND APPROVAL PROCESS FOR SUCH ART, THE CONTENTS OF EACH APPLICATION, AND THE EXECUTION OF AN ARTIST AGREEMENT FOR EACH SUCH APPROVED APPLICATION, TO PROVIDE SEVERABILITY, TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, TO PROVIDE FOR ADOPTION AND EFFECTIVE DATE, TO PROVIDE FOR CODIFICATION, AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

I. AMENDMENT.

The Chapter 200 of the City Code of Ordinances shall be amended to add the following article, “Article VII – Art Regulations.”

Sec. 207-1: Purpose.

The purpose of this article is to set forth regulations for the approval, installation, and placement of any work of art that is visible and accessible to the public located within the bounds of the City. The City has considered that art has merit in that it will advance the esteem, notoriety and interest in the City, its commerce, cultural art presence and economic development as the presence of such art will bring citizens and visitors to the City to engage in City activities and generate commerce with the various vendors and businesses of the City. The City has further determined that art will continue to define the City’s sense of place and approved art shall comport to the City’s Comprehensive Plan and Master Arts & Cultural Plan.

Sec. 207-2: General Applicability.

This article shall apply to any original visual depiction or piece of artwork, including but not limited to, sculpture, photography, video works of light or sound, mosaic painting, mural painting, graphic art, or other art that is applied, implanted, or painted directly onto the exterior of any wall, staircase, fence, or other structure or object within public view. Artwork shall not contain words, logos, emblems, trademarks, or other similar devices, which identify or advertise any product, service, or business or promote a political candidate or party.

Sec. 207-3: The City Zoning Administrator shall determine if Art constitutes a sign and must, therefore, meet the requirements of other sections in the Code of Ordinances.

Sec. 207-4: Art Application And Approval Process.

- (a) This section establishes administrative permitting and approval procedures to allow for the installation and maintenance of art as contemplated in this article. The procedures set forth herein establish standards for review and approval of applications for new art or those proposed for repainting art or other maintenance to ensure the appropriateness of the art.
- (b) No art as contemplated in this article shall be erected, enlarged, expanded, altered, relocated or reconstructed on private or public property unless approval is received by the Norcross Public Arts Commission (“NPAC”), the Mayor and Council, showing compliance to the City’s Comprehensive Plan and Master Arts & Cultural Plan.
- (c) Applications for art shall be reviewed by NPAC relative to the design guidelines and other criteria as solely determined by NPAC, the Mayor and Council and shall follow, among other standards, the standards set forth below.
- (d) Applications shall include the following:
 - (1) Site plan showing the lot and building dimensions, and indicating the proposed location of the art;
 - (2) Scale drawing and color photograph of the structure showing the proposed size and placement of the art;
 - (3) Colors drawings of the proposed art;
 - (4) Proposed maintenance schedule;
 - (5) An affidavit signed by the property owner giving permission to place the art on the building; and
 - (6) Any art must not mar a key historic feature and must be compatible with the streetscape.
- (e) Applications shall first be submitted to NPAC, and then placed on NPAC’s agenda and any other required Commission’s agenda prior to being considered by the Mayor and Council for approval.

Sec. 207-5: Approved Applications.

Once an application is approved by the Mayor and Council, an Artist Agreement (as provided by the City) shall be executed by and between the City, artist, and property owner with respect to the installation and maintenance of the art. The Artist Agreement shall include certain covenants and representations pertaining to authorization, ownership, costs and budgeting, financing, grants, maintenance, repair, intellectual property and retention of rights to art, insurance, originality, permits, duration, extension, termination, art specifications, installation, period of time for installation, and more.

II. REPEALER.

All ordinances and parts of ordinances in conflict with the subject ordinances are hereby repealed.

III. EFFECTIVE DATE.

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

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

Craig Newton, Mayor

ATTEST:

Monique Philip, City Clerk

Attachment: 2024 Art Regulation Draft Ordinance (24-7155 : Ordinance for Art Regulation)



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

City of Norcross

Legislation Details (With Details)

File #:	24-7174	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	City of Norcross Traffic Calming Manual		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - City of Norcross Traffic Calming Manual](#)
2. [Draft City of Norcross Traffic Calming Manual](#)

Title

City of Norcross Traffic Calming Manual

Drafter

Len Housley



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

Agenda Report

To: Mayor and Council
From: Len Housley, Director of Public Works
Meeting Date: November 18, 2024 – Policy Work Session
Item No.: 24-7174
Title: City of Norcross Traffic Calming Manual
CC: Eric Johnson, City Manager

Recommendation

Approve and adopt the proposed City of Norcross Traffic Calming Manual

Background

The City of Norcross currently has no formal guidance or procedures for traffic calming measures approved by Council. The Primary function of the Traffic Calming Manual is to support the livability and vitality of residential areas and assist citizens that are concerned about safety or speeding. The Institute of Transportation Engineers defines traffic calming as the combination of measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. Traffic calming consists of physical design and other measures put in place on existing roads to reduce vehicle speeds and improve safety for pedestrians and cyclists.

This manual will serve as the basis for future Mayor and Council approval of physical alterations to roads and streets, when and if, a safety issue warrants a traffic calming measure to be instituted.

This manual was drafted in coordination and cooperation between the Department of Public Works and the City of Norcross Police Department.

Financial Impact:

None

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services



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

Attachments

Draft City of Norcross Traffic Calming Manual

Next Steps

M&C approve and adopt the Traffic Calming Manual

Update



City of Norcross Traffic Calming Manual



City of Norcross
Department of Public Works
Division of Highway & Streets
345 Lively Ave.
Norcross, GA 30071

City of Norcross Traffic Calming Manual

1. Application and Intent

1.1 The Primary function of the *Traffic Calming Manual* is to support the livability and vitality of residential areas and assist citizens that are concerned about safety or speeding. The Institute of Transportation Engineers defines traffic calming as the combination of measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. Traffic calming consists of physical design and other measures put in place on existing roads to reduce vehicle speeds and improve safety for pedestrians and cyclists.

1.2 Traffic Calming Measures come in a variety of forms:

- a) Signage and traffic signals/warnings: Speed limit signs, warning signs, speed monitoring digital signs, and lighting.
- b) Physical alterations to the road: Speed humps or speed tables *See Appendix A*. Speed humps are installed on a residential street to serve as traffic-calming devices. Properly installed, they should foster a constant speed ranging between 23 to 25 mph. They should not be misconstrued as enforcement mechanisms.
- c) Capital Projects: Capital investment projects require long lead times for funding, planning & engineering, potential right-of-way acquisition, and major construction. These include traffic circles, lane narrowing, chicanes, road expansion, and safer sidewalk design.

1.3 Traffic Enforcement. In addressing speeding, drivers running stop signs, and violations of other traffic control devices, the neighborhood's first step is to contact the Norcross Police Department's Traffic Enforcement Unit. Traditional traffic enforcement serves to inform the public that speeding is undesirable behavior for which there are consequences. The enforcement unit can deploy speed-monitoring trailers which display the posted speed limit and advise motorists of their speed. This has a positive effect, but it is often effective for a limited time while deployed.

1.4 Legal authority. Physical alterations to the roads, including speed humps, shall be upon authorization of the Mayor and City Council in accordance with City, County, and State Code.

1.5 Street classification. Speed humps will only be considered on streets classified as local, residential streets with a posted speed of 25 mph or less. A physical inspection of the street along with traffic data will be used to determine if speed humps will be effective.

1.6 Speed Humps Defined. Speed humps are a class of traffic calming devices that use vertical deflection to slow motor-vehicle traffic in order to improve safety conditions. Speed hump installation is quicker and considerably less expensive than a Capital Project. Variations include the speed bump, speed hump, speed cushion, and speed table. Speed humps can be made of durable rubber or formed with asphalt/concrete. Speed bumps are not designed for roadways and should be used in parking lots only. *See figure 5.2-1.*

1.7 Standardization of application. In accordance with the general recommendation of the

Manual on Uniform Traffic Control Devices (MUTCD). Uniformity aids in the recognition and understanding of traffic calming devices. Traffic studies may indicate that speed humps would be ineffective, unnecessary, or unsafe at certain locations.

1.8 Applicability. The City of Norcross *Traffic Calming Manual* is restricted to the jurisdiction of roads/streets within the limits of the City of Norcross. Unincorporated Norcross is governed by Gwinnett County's Department of Transportation.

2. Identification of Safety Concerns

2.1 "Homeowners Association" (HOA), neighborhood group, or individual (if no HOA exists) may report concerns to the Norcross Police Department to investigate speeding, cut-through traffic, or any related safety problems.

2.2 The Norcross Police Department will investigate concerns to validate that an issue warrants monitoring or further action. As part of this process, confirmation will be made for proper signage and appropriate speed limit signs are in fact present and readily seen. The police department can employ patrollers in the area to gather further information and/or cite individuals for traffic violations to improve driver behaviors and traffic law obedience. The traffic enforcement unit may deploy speed-monitoring trailers to warn drivers of their speed as a traffic calming measure.

2.3 To gather further information, if warranted, the Public Works Department may undertake a traffic/speed study to obtain quantifiable data in order to analyze the safety concern.

3. Traffic Complaint Handling Procedures

3.1 Complaint Submission and Methods of Submission. Complaints can be submitted via multiple channels, including:

- a) In-person at the Norcross Police Department
- b) Phone calls to the Traffic Unit
- c) Online submission through the departmental website
- d) SeeClickFix
- e) Email submissions

3.2 Acknowledgment of Complaints. Upon receipt of a complaint, the Traffic Unit will acknowledge the complaint within 5 business days, informing the complainant that their issue is being reviewed.

3.3 Initial Assessment/Criteria for Assessment. The Traffic Unit will review complaints based on the following criteria:

- a) Severity of the issue
- b) Frequency of similar complaints
- c) Potential risk to public safety

3.4 Prioritization of Complaints

Complaints will be prioritized according to their assessed risk, with high-risk issues addressed first.

4. Traffic and Speed Studies

4.1 A "traffic and speed study" is a method used to analyze the movement of vehicles on a roadway by measuring their speeds at specific locations over a period of time, primarily assessing traffic flow patterns, identifying potential safety concerns, and informing decisions regarding speed limits and road design modifications. These studies don't just measure average speed, but also analyze the distribution of speeds among vehicles to understand how many drivers are exceeding the posted limit or driving significantly slower than others.

4.2 Key metrics analyzed to determine if speeding is occurring beyond the posted speed limit:

- a) 95th percentile speed: The speed at or below which 95% of vehicles are traveling.
- b) 85th percentile speed: The speed at or below which 85% of vehicles are traveling.
- c) 50th percentile speed: The speed at or below which 50% of vehicles are traveling.
- d) Average speed: The mean speed of all vehicles measured during the study.

4.3 Universal MUTCD Standard. If the 85th percentile is at or under the posted speed limit, traffic calming measures are not recommended and would serve minimal benefit.

4.4 When to Conduct a Traffic Study. A traffic study will be conducted if a traffic issue cannot be resolved by The Traffic Unit, Public Works Department, or if the issue poses a potential hazard to public safety. Traffic studies are conducted by specialized external consultants.

4.5 A thorough analysis of the data will be conducted by the Departments of Police and Public Works. Once data is analyzed, the results will be provided to the City Manager. If warranted, traffic calming measure recommendations may need to be implemented. Solutions for traffic calming may include reduction to the posted speed limit, area enforcement for compliance, other signage, pavement indicator markers (reflective/non-reflective) and/or as a last resort, physical alterations to roads.

4.6 Follow-Up Monitoring and Procedures. After resolution of a complaint, the Traffic Unit will follow up with the complainant and inform them of the actions taken to rectify the issue or communicate the findings that no issue existed.

4.7 Monitoring Effectiveness. The Traffic Unit will monitor the effectiveness of implemented solutions over time to ensure sustained improvements. If necessary, adjustments will be made based on ongoing monitoring and community feedback.

4.8 Reduction in speed limits and physical road alterations will be brought before a policy work session and subsequent regular council meeting. These traffic calming measures may only be approved by Mayor and Council.

4.9 Removal of a Traffic Calming Measure may be approved under this policy at a later date. Those measures approved by Mayor and Council can only be removed by their approval.

5. Traffic Calming Placement and Implementation

5.1 The Public Works Department will be responsible for procuring and installing any signage and pavement indicator markings.

5.2 Speed Humps and Tables. The Public Works Department will plan and design physical alterations to roads for the placement of speed controlling humps on streets meeting program criteria, and present plan to Mayor and Council using the following guidelines:

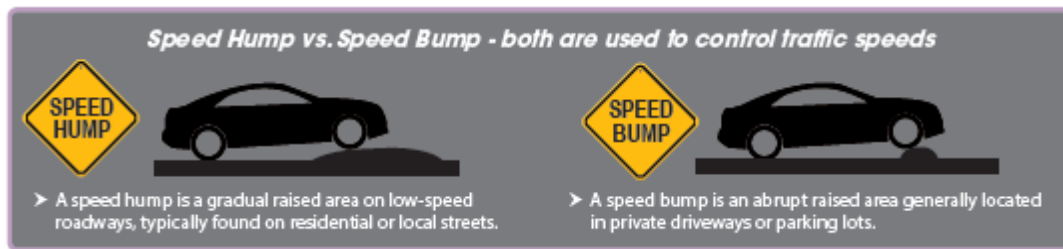


Figure 5.2-1

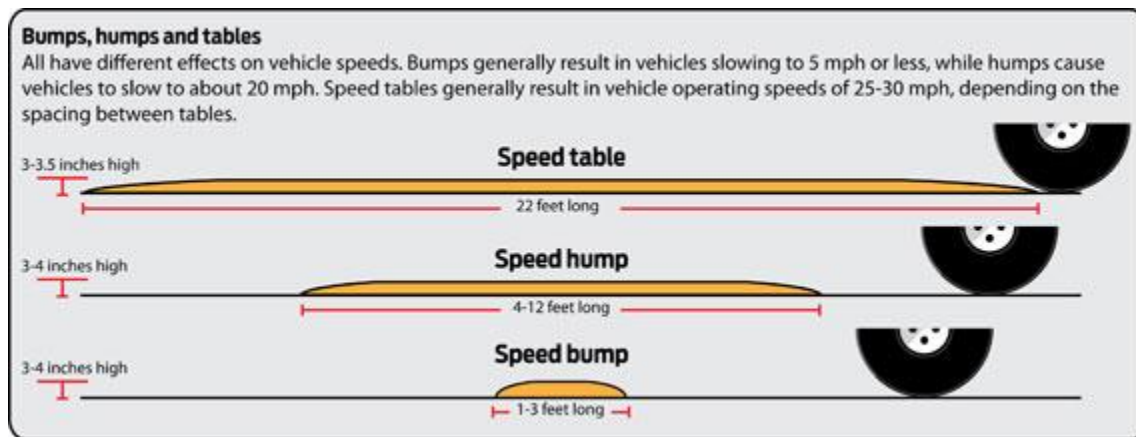


Figure 5.2-2

- Per the Federal Highway Administration, speed bumps are short jarring obstructions designed to slow cars down to 5-10 MPH and work effectively on alleys, private drives, and parking lots. Speed Humps are less aggressive and result in average speeds of 15-20 MPH and are ideal for residential streets.
- Grade: Speed humps may, but as a rule, should not be installed on street sections with grades greater than eight percent.
- Sight Distance: Speed humps should also be placed in locations where sight distance is not an issue. Curves are to be avoided. The humps should be visible from a distance of at least 250 feet using the standard AASHTO measurement procedures.
- Number of Humps in a Series: Speed humps are not to be used to slow traffic at a given point, but rather to reinforce a safe, consistent speed. For this reason, a single hump is not recommended. Rare exceptions would be for intersections and streets 600 feet in length or shorter. Usually, a series of humps should not exceed three-quarters of a mile. If the street or street section to be considered exceeds a mile, speed humps may be used in conjunction with other traffic-calming devices, such as traffic circles, thus reducing the number of speed humps necessary to achieve

targeted speed reduction.

- e) Spacing: Research indicates that spacing humps between 300 and 500 feet apart is most effective.
- f) Location: The first hump in a series must be located in a position where it cannot be approached at a high speed from either direction. To achieve this objective, the first hump in a series is typically installed within 100 to 200 feet of a small-radius curve or stop sign. Care should be taken so that humps are not proposed in areas which would conflict with existing infrastructure.

6. General construction guidelines

6.1 Contract requirements. Public Works will contract all asphalt and concrete speed hump installation work. A contract, if awarded, will be an open-end format to provide the requirements on an as-needed basis. The quantities of items disclosed may be increased or decreased, as necessary, to satisfy the needs of the City.

6.2 Materials. All materials furnished and/or installed by the Contractor, shall be acquired from approved sources certified by the Georgia Department of Transportation (GDOT), and shall meet all specifications set forth by GDOT.

6.3 Inspection. The City of Norcross does not commit to furnishing full-time inspection or testing of the work in progress, or at material sources. Absence of inspection and/or testing by the City will in no way relieve the Contractor of his responsibility and liability to provide quality workmanship in accordance with the specifications. City of Norcross does reserve the right to test all materials. Public Works, City Engineer, will contract for the testing when required.

6.4 Progression of work. Contractor shall proceed with the work within (10) working days of receiving written notice by Public Works. Failure to proceed within the prescribed time can result in the awarding of the contract to the next lowest qualified bidder, or re-bidding of the remaining work, as determined by Public Works. Contractor shall provide the City with at least a 24-hour notice of any change in scheduling.

6.5 Traffic Operations. The work shall be performed in such a manner as to maintain at least one lane of traffic at all times. Contractor shall phase construction such that traffic across the completed work shall be minimal until such time that the asphalt has sufficiently cooled and paint sufficiently dried to prevent damage to the work. Upon direction of Public Works, the contractor(s) will limit the hours of operation to avoid peak hour traffic.

6.6 Traffic control. The contractor shall furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic-control devices, and all flagging and other means of traffic protection and guidance as required by the *Standard Specifications of the Georgia Department of Transportation* and the *Manual on Uniform Traffic Control Devices*. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.

6.7 Signs and markings.

- a) The Public Works Department shall be responsible for overseeing the installation of pavement markings and traffic control signs.

- b) Pavement Markings shall be installed in accordance with the *Manual on Uniform Traffic Control Devices (MUTCD)* and the *GDOT Signing and Marking Design Guide* specifications.
- c) The Public Works Department will ensure placement of “Speed Hump Ahead” and “20 mph” signs at the end of each established district.

6.8 Installing asphaltic concrete speed humps. The procedure for installing the asphaltic concrete speed humps shall be as follows:

- a) Immediately prior to construction, thoroughly clean the designated locations of all dirt, loose stone, and other debris, to the satisfaction of the City Engineer.
- b) The designated locations shall be tacked in accordance with *Section 413* of the GDOT Standard Specifications. Special care shall be taken to avoid spraying the bituminous tack coat on adjacent curbs, driveways, and miscellaneous structures.
- c) Concrete cap blocks shall be set in a straight line and secured to prevent movement during paving. Cap blocks shall not be cracked or broken prior to paving.
- d) Apply Super Pave, Level A, Type 1, 9.5mm, asphaltic concrete according to specifications, to the lines and grades specified for the flat-topped speed hump.
- e) The placing and rolling operation shall be such that the concrete cap blocks are not displaced, the required compaction is achieved, and the final profile and thickness is within $\frac{1}{4}$ " tolerance of the grade indicated. Any speed hump whose finished grade exceeds the allowable $\frac{1}{4}$ " tolerance will be removed and replaced.
- f) The Public Works Department shall schedule the work such that installation at a particular location is completed by the end of the day on which work starts. Speed humps extending across only one lane will not be permitted to be left overnight.

6.9 Thermoplastic asphaltic concrete speed humps. The procedure for installing the thermoplastic in the speed humps shall be as follows:

- a) Immediately prior to installation, site shall be thoroughly clean of all dirt, loose stones, and other debris, to the satisfaction of the City Engineer
- b) The weather shall be 50 degrees and rising and the pavement will have been dry for 48 hours before installation
- c) Thermoplastic must be installed at 90 millimeters thickness

7. Rubber/Concrete-form speed bumps

7.1 Rubber/Concrete-form speed bumps are deemed inappropriate for residential or city roads. They are specifically designed for driveways and parking lots.

7.2 Rubber/Concrete-form attributes:

- a) Damages vehicles traveling 10 MPH or more.
- b) Rubber/Concrete-formed speed bumps damage and may impede emergency/first responder vehicles.
- c) Rubber/Concrete-form speed bumps need constant replacement for speeds in excess of 10 MPH.

8. Capital Projects for Traffic Calming

8.1 It may be necessary for approval of a capital project to address traffic calming. Depending on the scope of the capital project, completion times may range 1-3 years.

8.2 The Department of Public Works will oversee capital project studies, planning, acquisition, and construction.

8.3 These projects require Mayor and Council to approve and appropriate funding. Additional requirements are a traffic engineering study, traffic designs, preliminary plans, potential ROW acquisition, procurement, and final plans for construction.

8.4 Interim traffic calming solutions will need to be implemented to ensure public safety until a project is completed.

Appendix A – Types of Traffic Calming Measures

Speed Hump



Description:

- Rounded (vertically along travel path) raised areas of pavement typically 12 to 14 feet in length
- Often placed in a series (typically spaced 260 to 500 feet apart)
- Sometimes called road humps or undulations

Applications:

- Appropriate for residential local streets and residential/neighborhood collectors
- Not typically used on major roads, bus routes, or primary emergency response routes
- Not appropriate for roads with 85th-percentile speeds of 45 mph or more
- Appropriate for mid-block placement, not at intersections
- Not recommended on grades greater than 8 percent
- Work well in combination with curb extensions
- Can be used on a one-lane one-way or two-lane two-way street



Design/Installation Issues:

- Typically 12 to 14 feet in length; other lengths (10, 22, and 30 feet) reported in practice in U.S.
- Speed hump shapes include parabolic, circular, and sinusoidal
- Typically spaced no more than 500 feet apart to achieve an 85th percentile speed between 25 and 35 mph
- Hump heights range between 3 and 4 inches, with trend toward 3 - 3 ½ inches maximum
- Often have associated signing (advance warning sign before first hump in series at each hump)
- Typically have pavement markings (zigzag, shark's tooth, chevron, zebra)
- Taper edge near curb to allow gap for drainage
- Some have speed advisories

Appendix A – Types of Traffic Calming Measures

- Need to design for drainage, without encouraging means for motorists to go around a hump

Potential Impacts:

- No impact on non-emergency access
- Average speeds between humps reduced between 20 and 25 percent
- Speeds typically increase approximately 0.5 to 1 mph midway between humps for each 100 feet Beyond the 200-foot approach and exit of consecutive humps
- Traffic volumes diversion estimated around 20 percent; average crash rates reduced by 13 percent

Emergency Response Issues:

- Impacts to ease of emergency-vehicle throughput
- Approximate delay between 3 and 5 seconds per hump for fire trucks and up to 10 seconds for ambulances with patients

Speed Table/Raised Crosswalks



Description:

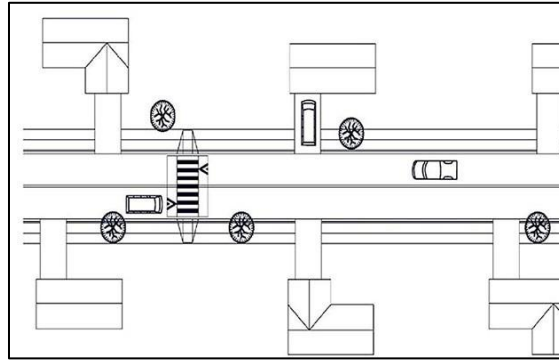
- Long, raised speed humps with a flat section in the middle and ramps on the ends; sometimes constructed with brick or other textured materials on the flat section
- If placed at a pedestrian crossing, it is referred to as a raised crosswalk
- If placed only in one direction on a road, it is called an offset speed table

Applications:

- Appropriate for local and collector streets; mid-block or at intersections, with/without crosswalks
- Can be used on a one-lane one-way or two-lane two-way street
- Typically long enough for the entire wheelbase of a passenger car to rest on top or within limits of ramps
- Work well in combination with textured crosswalks, curb extensions, and curb radius reductions
- Can be applied both with and without sidewalks or dedicated bicycle facilities

Appendix A – Types of Traffic Calming Measures

- Typically installed along closed-section roads (i.e. curb and gutter) but feasible on open section



Design/Installation Issues:

- Most common height is between 3 and 4 inches (reported as high as 6 inches)
- Ramps are typically 6 feet long (reported up to 10 feet long) and are either parabolic or linear
- Careful design is needed for drainage
- Posted speed typically 30 mph or less

Potential Impacts:

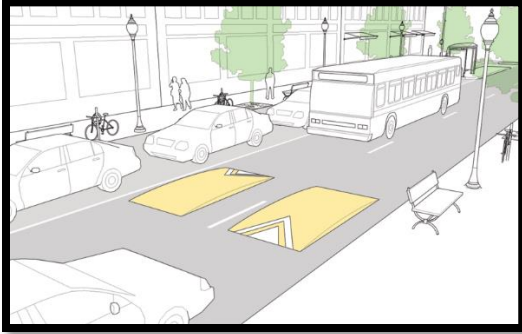
- No impact on non-emergency access
- Speeds reductions typically less than for speed humps (typical traversing speeds between 25 and 27 miles per hour)
- Speeds typically decline approximately 0.5 to 1 mph midway between tables for each 100 feet beyond the 200-foot approach and exit points of consecutive speed tables
- Average traffic volumes diversions of 20 percent when a series of speed tables are implemented
- Average crash rate reduction of 45 percent on treated streets
- Increase pedestrian visibility and likelihood of driver yield compliance
- Generally not appropriate for BRT bus routes

Emergency Response Issues:

Typically preferred by fire departments over speed humps, but not appropriate for primary emergency vehicle routes; typically less than 3 seconds of delay per table for fire truck

Appendix A – Types of Traffic Calming Measures

Speed Cushion

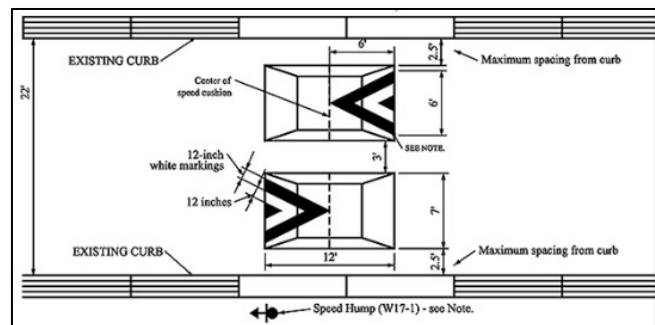


Description:

- Two or more raised areas placed laterally across a roadway with gaps between raised areas
- Height and length similar to a speed hump; spacing of gaps allow emergency vehicles to pass through at higher speeds
- Often placed in a series (typically spaced 260 to 500 feet apart)
- Sometimes called speed lump, speed slot, and speed pillow

Applications:

- Appropriate on local and collector streets
- Appropriate at mid-block locations only
- Not appropriate on grades greater than 8 percent



Design/Installation Issues:

- Two or more cushions at each location
- Typically 12 to 14 feet in length and 7 feet in width
- Cushion heights range between 3 and 4 inches, with trend toward 3 - 3 ½ inches maximum
- Speed cushion shapes include parabolic, circular, and sinusoidal
- Material can be asphalt or rubber
- Often have associated signing (advance-warning sign before first cushion at each cushion)
- Typically have pavement markings (zigzag, shark's tooth, chevron, zebra)
- Some have speed advisories

Potential Impacts:

- Limited-to-no impact on non-emergency access
- Speeds determined by height and spacing; speed reductions between cushions

Appendix A – Types of Traffic Calming Measures

- have been observed averaging 20 and 25 percent
- Speeds typically increase by 0.5 mph midway between cushions for each 100 feet of separation
- Studies indicate that average traffic volumes have reduced by 20 percent depending on alternative routes available
- Average collision rates have been reduced by 13 percent on treated streets

Emergency Response Issues:

- Speed cushions have minimal impact on emergency response times, with less than a 1 second delay experienced by most emergency vehicles

Chicane

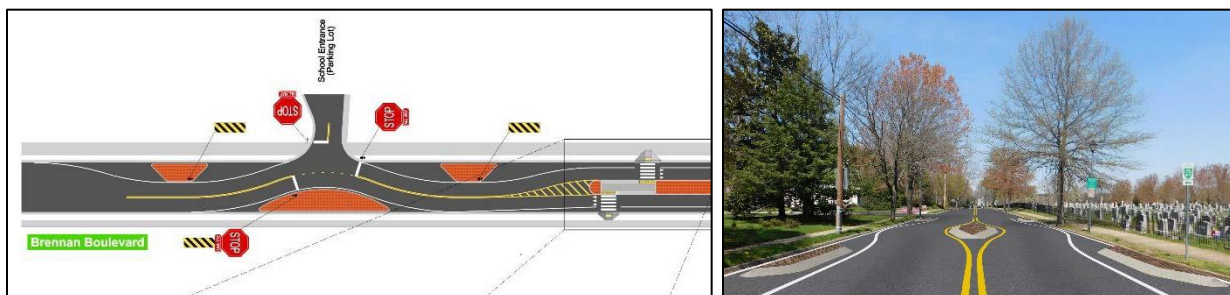


Description:

- A series of alternating curves or lane shifts that force a motorist to steer back and forth instead of traveling a straight path
- Also called deviations, serpentine, reversing curves, or twists

Applications:

- Appropriate for mid-block locations but can be an entire block if it is relatively short
- Most effective with equivalent low volumes on both approaches
- Appropriate speed limit is typically 35 mph or less
- Typically, a series of at least three landscaped curb extensions
- Can use alternating on-street parking from one side of a street to the other
- Applicable on one-lane one-way and two-lane two-way roadways
- Can be used with either open or closed (i.e. curb and gutter) cross-section
- Can be used with or without a bicycle facility



Appendix A – Types of Traffic Calming Measures

Design/Installation Issues:

- Chicanes may still permit speeding by drivers cutting straight paths across the center line
- Minimize relocation of drainage features
- May force bicyclists to share travel lanes with motor vehicles
- Maintain sufficient width for ease of emergency vehicles and truck throughput

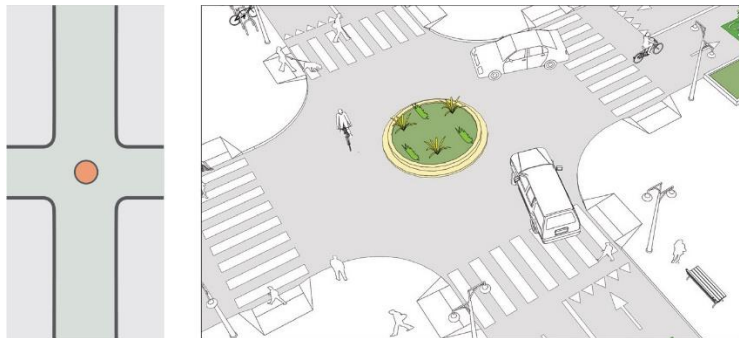
Potential Impacts:

- No effect on access, although heavy trucks may experience challenges when negotiating
- Limited data available on impacts to speed and crash risk
- Street sweeping may need to be done manually
- Minimal anticipated volume diversion from street
- May require removal of some on-street parking
- Provides opportunity for landscaping
- Unlikely to require utility relocation
- Not a preferred crosswalk location
- Bus passengers may experience discomfort due to quick successive lateral movements

Emergency Response Issues:

- Appropriate along primary emergency vehicle routes

Mini Roundabouts



Description:

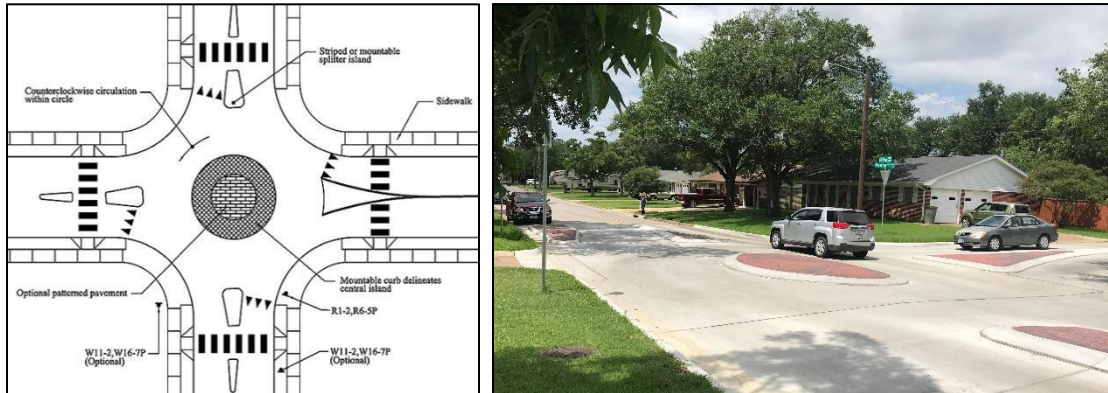
- Raised islands, placed in unsignalized intersections, around which traffic circulates
- Motorists yield to motorists already in the intersection
- Require drivers to slow to a speed that allows them to comfortably maneuver around them
- Center island of mini roundabout is fully traversable, splitter islands may be fully traversable

Applications:

- Intersections of local and/or collector streets
- One lane each direction entering intersection
- Not typically used at intersections with high volume of large trucks or buses turning left

Appendix A – Types of Traffic Calming Measures

- Appropriate for low-speed settings



Design/Installation:

- Typically circular in shape, but may be an oval shape
- Controlled by YIELD signs on all approaches with pedestrian crosswalks, if included, one car-length upstream of YIELD bar
- Preferable for roadway to have urban cross section (i.e., curb and gutter)
- Can be applied to road with on-street parking
- Can be applied to roads both with and without a bicycle facility. Bicycle facilities, if provided, must be separated from the circulatory roadway with physical barriers; cyclists using the circulatory roadway must merge with vehicles. Bicycle facilities are prohibited in the circulatory roadway to prevent right-hook crashes.
- Key design features are the fastest paths and path alignment.

Potential Impacts:

- Slight speed reduction
- Little diversion of traffic
- Bicycle and motorist will share lanes at intersections because of narrowed roadway
- Large vehicles/buses usually drive over the center island for left turns

Emergency Response:

- Emergency vehicles maneuver using the center island at slow speeds

Smaller Traffic Circle

Description:

- Raised islands placed in unsignalized intersections around which traffic circulates
- Approaching motorists yield to motorists already in the intersection
- Require drivers to slow to a speed that allows them to comfortably maneuver around them
- Approaches not designed to modern roundabout principals - no deflection

Applications:

- Appropriate at intersections of local streets
- One lane each direction entering intersection
- Not typically used at intersections with high volumes of large trucks or buses turning left

Appendix A – Types of Traffic Calming Measures

- appropriate for both one-way and two-way streets in urban and suburban settings



Design/Installation Issues:

- Typically circular in shape but may be an oval shape
- Usually have landscaped center islands
- Recommend YIELD signs on all approaches
- Preferable for roadways to be closed-section (i.e. curb and gutter)
- Can be applied to roads with on-street parking
- Can be applied to roads both with and without dedicated bicycle facilities; bike lanes not striped in circulatory roadway
- Key design features include: offset distance (distance between projection of street curb and center island), lane width of circulatory roadway, circle diameter, and height of mountable apron for large vehicles

Potential Impacts:

- Minimal anticipated traffic diversion
- Bicyclist and motorists will share lanes at intersections because of narrowed roadway
- Large vehicles/buses usually not able to circulate around center island for left turns
- Landscaping needs to be designed to allow adequate sight distance, per AASHTO
- Minimize routing of vehicles through unmarked crosswalks on side-streets
- May require additional street lighting

Emergency Response Issues:

- Emergency vehicles maneuver intersections at slow speeds
- Constrained turning radii typically necessitates a left turn in front of the circle for large vehicles

Appendix A – Types of Traffic Calming Measures

Choker/Pinch-point

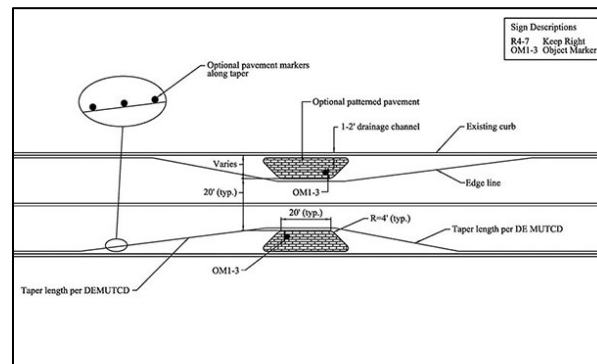


Description:

- Curb extension is a lateral horizontal extension of the sidewalk into the street, resulting in a narrower roadway section
- If located at an intersection, it is called a corner extension or a bulb-out
- If located midblock, it is referred to as a choker
- Narrowing of a roadway through the use of curb extensions or roadside islands

Applications:

- Can be created by a pair of curb extensions, often landscaped
- Encourages lower travel speeds by reducing motorist margin of error
- One-lane choker forces two-way traffic to take turns going through the pinch point
- If the pinch point is angled relative to the roadway, it is called an angled choker
- Can be located at any spacing desired
- May be suitable for a mid-block crosswalk
- Appropriate for arterials, collectors, or local streets



Design/Installation Issues:

- Only applicable for mid-block locations
- Can be used on a one-lane one-way and two-lane two-way street
- Most easily installed on a closed-section road (i.e. curb and gutter)
- Applicable with or without dedicated bicycle facilities
- Applicable on streets with, and can protect, on-street parking
- Appropriate for any speed limit
- Appropriate along bus routes
- Typical width of 6 to 8 feet; offset from through traffic by approximately 1.5 feet
- Locations near streetlights are preferable

Appendix A – Types of Traffic Calming Measures

- Length of choker island should be at least 20 feet

Potential Impacts:

- Encourages lower speeds by funneling it through the pinch point
- Can result in shorter pedestrian crossing distances if a mid-block crossing is provided
- May force bicyclists and motor vehicles to share the travel lane
- May require some parking removal
- May require relocation of drainage features and utilities

Emergency Response Issues:

- Retains sufficient width for ease of use for emergency vehicles



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

City of Norcross

Legislation Details (With Details)

File #:	24-7173	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Replacement of Speed Bumps on West Peachtree Street		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Replacement of Speed Bumps on West Peachtree Street](#)
2. [Area of installation and proposed replacement](#)
3. [Vendor Quotes](#)

Title
Replacement of Speed Bumps on West Peachtree Street

Drafter
Len Housley



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

Agenda Report

To: Mayor and Council
From: Len Housley, Director of Public Works
Meeting Date: November 18, 2024 – Policy Work Session
Item No.: 24-7173
Title: Replacement of Speed Bumps on West Peachtree Street
CC: Eric Johnson, City Manager

Recommendation

Approve offset Speed Hump/Table at the intersection of West Peachtree Street and Lake Drive.

Background

There has been a history of vehicles not coming to a complete stop in both directions at the intersection of West Peachtree and Lake Drive. The placement of temporary rubber speed bumps has proven to work effectively to promote full stops and provide a safe environment for pedestrians. The Chief of Police recommends this traffic calming measure as a permanent solution.

The temporary rubber speed bumps are not intended for long-term or recommended for city roads. These temporary bumps have had to be replaced several times.

The Department of Public Works recommends the installation of a more permanent and suitable offset speed table made of a concrete base and covered with asphalt.

Two vendors submitted proposals, Blount is the lowest bid.

Financial Impact:

\$13,413.26 from SPLOST

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

- Area of installation and proposed replacement
- Vendor Quotes



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

Next Steps

M&C approves replacement of temporary speed bumps at the intersection of West Peachtree Street and Lake Drive.

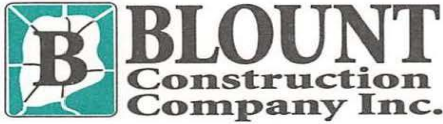
Update

West Peachtree and Lake Drive

H.6.b



Attachment: Area of installation and proposed replacement (24-7173 : Replacement of



1730 Sands Place
Marietta, GA 30067
Phone: 770-541-7333
Fax: 770-541-7340

Proposal and Contract

Date: 11/12/2024
Project Name: Norcross Road Resurfacing Speed Tables
Blount Bid #: 24-305
Project Location: Norcross, GA

Submitted to: City of Norcross
Contact: Donald Maxwell

donald.maxwell@norcrossga.net

We are pleased to submit a proposal for the following work on the referenced project, according to the following unit prices, terms, and conditions.

Sort Code	Description	Quantity	Unit	Price	Extension
0	Speed Tables	2,000	EACH	6,706.63	13,413.26
QUOTE TOTAL:					13,413.26

Notes:

EXCLUSIONS:

- Striping is not included

TERMS OF PAYMENT: Final measurements will be made upon completion and an invoice prepared using the *UNIT PRICES* indicated above. Estimates in the amount of 90% of work completed will be invoiced periodically with payment due in 30 days. Payment in full will be made no later than 30 days after completion of work. Should the amount due under this contract or any part of it be collected by law or through an attorney-at-law, the contractor shall be entitled to collect attorney's fees in the amount equal to 15% of such amount, and all costs of collection, plus interest at the rate of 8% per annum from 30 days after completion of work. If OWNER desires that we do any work not called for in our contract, we will record cost of such work, plus 10% General Overhead and 10% Profit, and prepare "Extra Work" invoices in addition to our contract invoices.

This proposal is subject to acceptance within 30 days, or may be made a contract thereafter if and when accepted by you and approved by Blount Construction Company, Inc.

Respectfully Submitted,

Peter Psychogios

(Signature)

Peter Psychogios, Estimator/PM

(Printed Name and Title)

peter.psychogios@blountconstruction.com

Blount Construction Company, Inc.

(Company or Firm)

11/12/2024

(Date)

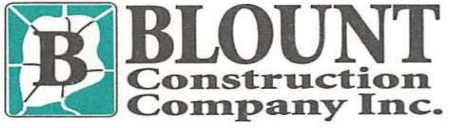
(Signature)

(Printed Name and Title)

(Company or Firm)

(Date)

Attachment: Vendor Quotes (24-7173 : Replacement of Speed Bumps on West Peachtree Street)

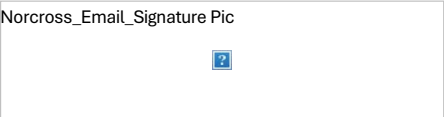


1730 Sands Place
Marietta, GA 30067
Phone: 770-541-7333
Fax: 770-541-7340

Attachment: Vendor Quotes (24-7173 : Replacement of Speed Bumps on West Peachtree Street)

From: [Donald Maxwell](#)
To: [Len Housley](#)
Subject: Fwd: Speedtables
Date: Thursday, November 14, 2024 11:20:47 AM

Donald Maxwell
Stormwater Superintendent
Department of Public Works, Utilities & Parks
City of Norcross
[345 Lively Avenue](#)
[Norcross GA 30071](#)
[P] [770-710-6483](#)
[F] [770-255-2335](#)
[www.norcrossga.net](#)

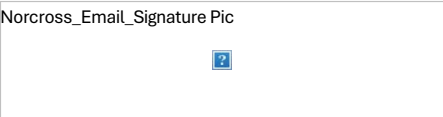


NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena.

Begin forwarded message:

From: Donald Maxwell <donald.maxwell@norcrossga.net>
Date: November 13, 2024 at 12:37:34 PM EST
To: Len Housley <len.housley@norcrossga.net>
Subject: Fwd: Speedtables

Donald Maxwell
Stormwater Superintendent
Department of Public Works, Utilities & Parks
City of Norcross
[345 Lively Avenue](#)
[Norcross GA 30071](#)
[P] [770-710-6483](#)
[F] [770-255-2335](#)
[www.norcrossga.net](#)



NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena.

Begin forwarded message:

From: Mandy Neese <mneese@atlantapaving.com>
Date: November 13, 2024 at 10:28:19 AM EST
To: Donald Maxwell <donald.maxwell@norcrossga.net>
Subject: Speedtables

Caution: This email came from outside Norcross Networks. Do not open attachments or click on links if you do not recognize the sender.

Speed Tables- 10' speed tables with cap block and chevron striping complete.	2	EA	\$ 8,800.00	\$ 17,600.00
--	---	----	-------------	--------------

Attachment: Vendor Quotes (24-7173 : Replacement of Speed Bumps on West Peachtree Street)

I will say- if you had two more to do in the city- the price would come down closer to \$6500 if you guys had other locations. We can do 4 in a day- which helps with pricing.

Mandy Neese

Vice President

Atlanta Paving and Concrete Construction Inc.

770-710-9990 mobile

770-220-0228 office

City of Norcross

Legislation Details (With Details)

File #:	24-7175	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03](#)
2. [Bid Tabulation ITB PW 25-03](#)
3. [City of Norcross Packet ITB PW 25-03](#)

Title
Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03

Drafter
Len Housley


Department of Public Works

345 Lively Avenue, Norcross GA 30071

Office: 678-421-2069 Fax: 770-255-2335

www.norcrossga.net
Bid Tabulation
Britt Avenue Overflow Parking Lot
ITB PW 25-03
November 8, 2024
345 Lively Avenue, Norcross, GA 30071

Company Name	Bid Amount
Surfaces Group, LLC	\$434, 212.93
The Dickerson Group	\$740,474.00
Complete Site, LLC	\$450,000.00
R&B Developer Inc.	\$381,952.81
Woodwind Construction Company	\$336,500.00
Attaway Contracting Inc.	\$550,412.00
CGS LLC	\$385,329.21
International Waste Services	\$517,662.01

Award will be made to the **most responsive and responsible lowest bidder**. Awards will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with specification guidelines, show evidence of experience and qualifications, and provide proof that they are qualified to carry out the scope of work.

Attachment: Bid Tabulation ITB PW 25-03 (24-7175 : Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03)



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

Agenda Report

To: Mayor and Council
From: Len Housley, Director of Public Works
Meeting Date: November 18, 2024 – Policy Work Session
Item No.: 24-7175
Title: Gravel Pave Parking Lot, Britt Avenue - ITB PW 25-03
CC: Eric Johnson, City Manager

Recommendation

Reject proposals for contract award ITB PW 25-03, construction of a gravel parking lot on Britt Street, in order to continue funding street resurfacing as a transportation priority.

Background

The Downtown Development Authority (DDA) paid to design a gravel parking lot on DDA property along Britt Avenue. No funding has been identified for construction. Eligible sources are the same as for street resurfacing. On September 3, 2024, Mayor and Council approved release of an invitation to bid (ITB) for the construction of approximately 42 gravel surface pervious parking spaces on the Phase 2 property fronting Britt Ave below the Community Center.

There was a total of 8 bids. Highest \$740,474 - Lowest \$336,500. Lowest bid equates to \$8,011 per parking spot. Currently, there is no funding approved/appropriated for this project. Funding for the project would need to come from a source otherwise eligible to fund street resurfacing.

Intent of project: The parking project was suggested by the DDA to provide added parking for the Community Center, Lionheart Theater, the Norcross Library, Lillian Webb Park events, and a proposed future Truck & Tap at Lillian Webb on the corner of College Street and Britt Avenue.

The DDA has offered to manage the parking if there is a need for paid parking during certain hours.

The estimated total cost of the project prior to ITB was \$325,000 (\$7,500/space).

At this time, there has been no request to the City for supplemental parking from the Norcross Library, the City has not fully used the available parking at City Hall, there is no timeline for construction of the Truck & Tap, and the City recently removed its gravel downtown parking lot due to a preference for a better surface. Britt Avenue was converted to a one-way street, which makes access from the Norcross Library difficult, in order to provide on-street impervious parking directly adjacent to the Park. The justification for gravel parking is presumably an



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

expectation that the DDA's Phase 2 property will be developed, and the parking lot removed, prior to adequate return on investment in a paved or paver-surfaced lot.

Should some of these factors change, the investment in the design would remain valuable and the City could solicit new proposals.

Financial Impact:

If the City funds the project, funding of \$336,500 plus a 5-10% contingency would be appropriated from the 2023 SPLOST Transportation allocation – which has been the major source of funding for deferred street resurfacing.

Consistent with Comprehensive Plan?

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

Attachments

- Bid Tabulation ITB PW 25-03
- City of Norcross Packet ITB PW 25-03

Next Steps

Reassess project and funding in FY26 CIP submission.

Update



**City of Norcross
Department of Public Works**

**INVITATION TO BID
BRITT AVENUE OVERFLOW PARKING LOT
ITB PW 25-03**

Attachment: City of Norcross Packet ITB PW 25-03 (24-7175 : Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03)

City of Norcross

Department of Public Works

INVITATION TO BID BRITT AVENUE OVERFLOW PARKING LOT ITB PW 25-03

OVERVIEW:

The City of Norcross is seeking sealed competitive bids from qualified contractors for the installation of approximately 42 gravel surface pervious parking spaces fronting Britt Avenue below the Community Center, located at 10 College St. Norcross, GA 30071. The vacant property has no street address, but is identified as Gwinnett County Tax Parcel 6243 001.

Anticipated award date will be March 2025. All work must be completed in 120 days from when Notice to Proceed is issued and in accordance with industry specifications and standards.

The BID package should be clearly marked “**ITB PW 25-03 – BRITT AVENUE OVERFLOW PARKING LOT**” on its face and submitted by **11:00 a.m. on November 8, 2024**, to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Charlene Marsh
Capital Projects Manager
ITB PW 25-03 – BRITT AVENUE OVERFLOW PARKING LOT
City of Norcross – Public Works
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by **5:00 p.m. on October 25, 2024**. A Q&A addendum will be posted within a week.

An **optional, but highly recommended** pre-bid meeting with a site visit will take place on **October 25, 2024, at 10:00 a.m.** at the Public Works department located at 345 Lively Avenue Norcross GA 30071.

BIDS will be opened and publicly read at **11:05 a.m. on November 8, 2024**, at the address noted above.

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

No BID may be withdrawn within thirty (30) days after the BID opening. Requests for withdrawals must be submitted in writing. All BIDS shall remain firm for 120 days after bid opening.

We appreciate your interest in the City of Norcross!

Attachment: City of Norcross Packet ITB PW 25-03 (24-7175 : Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03)

BID CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a BID for the City of Norcross

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

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

1.0 **INTRODUCTION**

The City of Norcross is seeking sealed competitive bids from qualified contractors for the installation of approximately 42 gravel surface pervious parking spaces fronting Britt Avenue below the Community Center, located at 10 College St. Norcross, GA 30071. The vacant property has no street address but is identified as Gwinnett County Tax Parcel 6243 001.

1.1 **PROJECT SCOPE**

Construct a temporary overflow parking lot for the City of Norcross. The parking lot will consist of a paved apron and entrance. The majority of the parking lot will be constructed of a proprietary, permeable gravel system. No new structures or buildings are proposed.

The proposed site work includes:

- clearing and grading
- temporary and permanent erosion control measures
- concrete and gravel paving
- minor storm conveyance

A stream exists on the project site. There are no proposed impacts to the stream Or buffers (city or state buffers). Approved variance (24-6935) to provide relief from parking lot landscape requirements and to permit gravel paving.

Location

Britt Avenue NW (Gwinnett County Tax Parcel 6243 001)
Norcross, Georgia 30071

1.2 **GENERAL INFORMATION**

1. It is extremely important that project schedules ARE met. Only those firms with the necessary resources and a commitment to complete all work on schedule should submit a bid.
2. The City of Norcross will expect to liaise with a single project manager representing the prime contractor (and the sub-contractors).
3. The City will select the most responsive, lowest bidder whose bid best represents the best interest of the City.
4. The City of Norcross reserves the right to cancel this solicitation at any time when it is determined to be in the best interest of the City.
5. The City of Norcross also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
6. The City of Norcross reserves the right to approve sub-contractors.

7. Any selection made because of this notice will be based strictly on qualifications and adherence to the submission guidelines, without regard to race, color, religion, sex, or national origin.
8. It is the responsibility of all firms interested in submitting a bid for this advertisement to routinely check the posting on the website for any revisions to this solicitation and addenda issued.
9. It is the responsibility of all firms to read this advertisement in detail and provide all requested information including forms and appendices.
10. Incomplete submittals will be considered non-responsive, thus disqualified. Late submittals will not be accepted.

1.3 BID SUBMISSION GUIDELINES

Bidding requirements will consist of the following:

1. Statement of Qualifications and Equipment
2. Bid Form
3. References
4. Acknowledgement of Addenda
5. Bid Bond (if bid amount is over \$30,000)
6. Certificate of Liability Insurance
7. E-Verify Contractor & SAVE Affidavits

1.4 SCHEDULE OF EVENTS

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

1.5 COMMUNICATIONS WITH STAFF

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

Company Name
1. Question
Citation of relevant section of the ITB

2.0 REQUIREMENT

Bid must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross.

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

2.1 GENERAL CONDITIONS

2.1.1 Qualifications

2.1.1.1 Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude. Bidders must provide their own materials and tools for this contract.

2.1.1.2 Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.

2.2 GUARANTEE TO ACCOMPANY BID

2.2.1 If the bid amount is greater than \$30,000.00, then bids must be accompanied by an acceptable bid bond in an amount not less than five percent (5%) of the bid amount per section. Failure to submit a bid bond will be a cause for rejection.

2.3 JOINT VENTURES

2.3.1 Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform all aspects of this projects and will not be allowed to sub-contract these items.

2.4 AUTHORITY TO SIGN

2.4.1 Bidder must ensure that the legal proper name of their firm and/or corporation is printed OR typed as appropriate on all documents.

2.5 RIGHTS RESERVED

2.5.1 The City of Norcross reserves the right to reject any or all bids, to waive informalities or to re-advertise. It is understood that all bids are made subject to this agreement, and that the City of Norcross reserves the right to decide which bids it deems the most qualified and lowest cost. In arriving at this decision, full consideration will be given to the experience and qualifications of the Bidder, their financial responsibility, costs and bid amount, work of this type successfully completed and past performance with the City of Norcross.

2.5.2 Bidders are advised to examine all corresponding documents carefully and to make examinations of the site(s) of the proposed work, as necessary, to familiarize themselves with location conditions, which may affect the

proposed work. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

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

2.6 AWARD OF CONTRACT

- 2.6.1** Contract will be made to the **most responsive and responsible lowest bidder**. Contracts will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with submission guidelines, show evidence of experience and qualifications, and provide proof that they are qualified to carry out the scope of work.

The contract will be awarded to the most qualified vendor whose bid will cost the least and prove to be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest.

The City reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible and lowest bidder at its discretion.

2.6.1.1 The bid evaluation will be based on the following criteria:

- Bid price
- Compliance with submission guidelines and specifications (including any required forms and documents)
- Ability to perform scope of work and meet deadlines
- References

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your evaluation if we are not able to contact your references, or they do not respond in time. References will be contacted within a week of the submission deadline.

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

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

- 2.6.2 Prior to award of the Contract, the successful Bidder will be required to submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. Due to time constraints on this contract, it is mandatory that the work be performed simultaneously and immediately. A bidder's failure to demonstrate the ability to proceed as required may result in contract cancellation, as deemed in the City's best interest.
- 2.6.3 Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, contract cancellation, re-advertising of any and/or all these contracts, or awarding any or all of the contract to the next **most responsive and responsible lowest bidder**.
- 2.6.4 If the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross prior to execution of contract. Bonds given shall meet the requirements as listed in this ITB.

2.7 PRODUCTION REQUIREMENTS

- 2.7.1 The successful bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB within 120 days from the Notice to Proceed.

2.8 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.8.1 Payment shall be provided based on the cost schedule provided in bidder's response. Bidder shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Donald Maxwell, Stormwater & Roads Superintendent at 345 Lively Ave, Norcross, GA 30071**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.
- 2.8.2 The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other

additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage.

2.9 LOCATION AND SITE(S)

- 2.9.1** The site(s) of the proposed work is within City limits of the City of Norcross, Georgia.
- 2.9.2** The Contractor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.9.3** The Contractor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).
- 2.9.4** The Contractor is responsible for the location of, above and below ground utilities and structures, which may be affected by the work.

2.10 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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

2.11 MATERIALS

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

2.12 INSPECTION

The City of Norcross does not commit to having a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications. Any test ordered under

the supervision of the City that fails to meet standards or any retesting that is required will be at the Contractor's expense.

2.13 NON-COLLUSION

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

2.14 CONTRACT REQUIREMENTS

2.14.1 The successful bidder is required to do the following within ten (10) days of Notice:

2.14.1.1.1 Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.

2.14.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.14.1.1.3 Provide bonding as required by the ITB documents.

2.14.2 Failure to execute the contract, bonds, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified bidder, or the work may be re-advertised. The Contract and Contract Bonds shall be executed in duplicate to the City of Norcross. «AddressBlock»

2.15 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.15.1 Permits

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

2.15.2 Work Hours

8:00am to 10:00pm Monday through Friday and 10:00am to 8:00pm on Saturdays and city holidays. Construction activity may occur on Sundays and outside of mentioned hours specified on other days of the week when the contractor applies for, and is granted, a variance by the Director of Community Development and Planning.

2.15.3 Detour/Closures

All road closures and detours shall be approved by the Norcross Public Works Department.

2.15.4 Residential Refuse

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

2.15.5 Project Briefing

All bidders are required to schedule an appointment with the Public Works Superintendent in order to inspect each work site. The Superintendent can be reached at donald.maxwell@norcrossga.net or 678-421-2069.

2.15.6 Disposal of Refuse

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

APPENDIX A
ITB PW 25-03
SCHEDULE OF EVENTS

Event:	Date:
Release of ITB	October 9, 2024, 10:00 a.m.
Pre-bid Meeting (<u>Optional but highly recommended</u>)	October 25, 2024, 10:00 a.m.
Deadline for Written Questions	October 25, 2024, 5:00 p.m.
Bids Due	November 8, 2024, 11:00 a.m.
Public Bid Opening and Reading	November 8, 2024, 11:05 a.m.
Bid Review/Evaluation	On/About November 2024
Contract Award	On/About December 2024

APPENDIX B
ITB PW 25-03
SITE PLANS

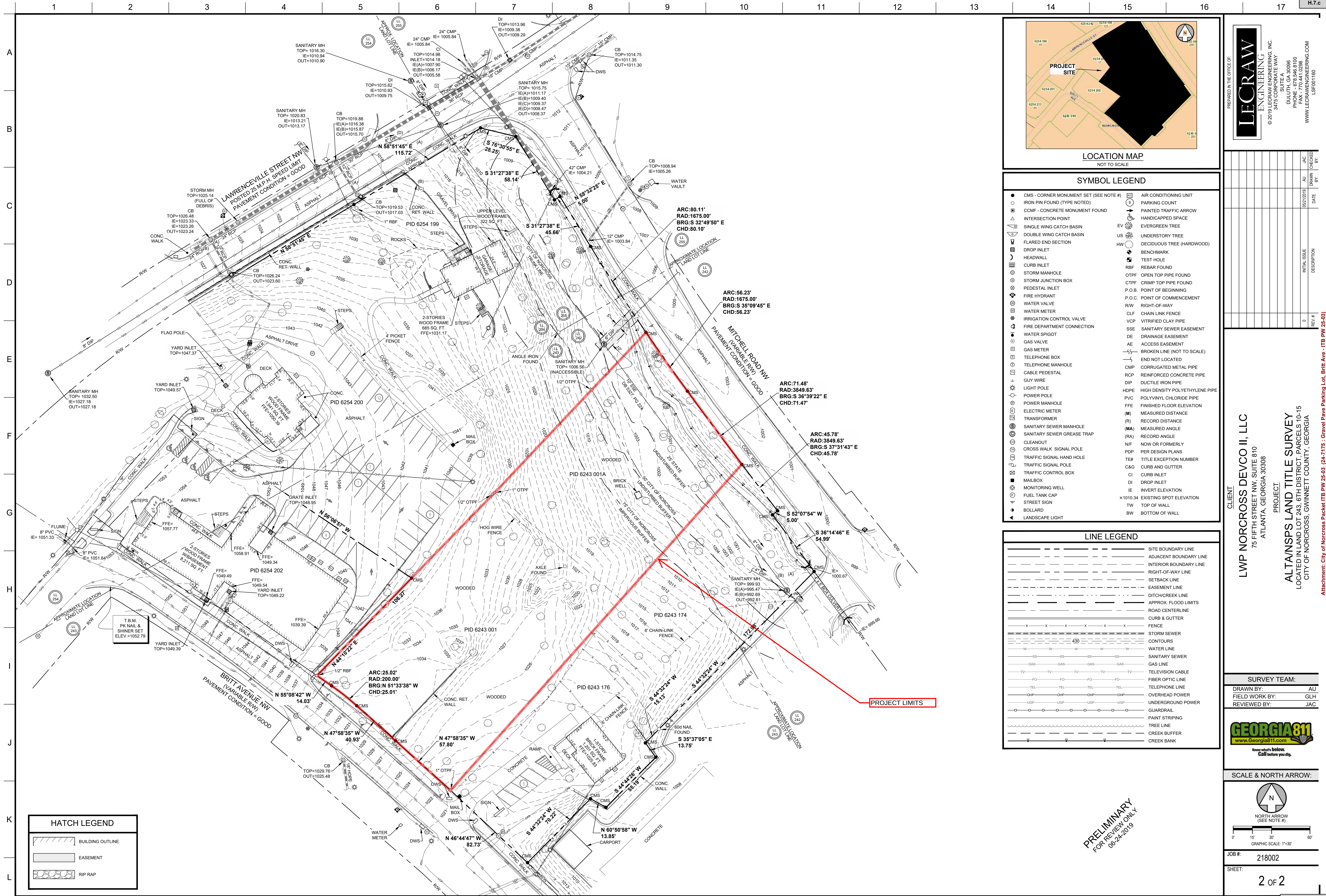
Attachment: City of Norcross Packet ITB PW 25-03 (24-7175 : Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03)

Subject: [norcrossga:LDP2024-004] User Meza, Sabrina has posted a comment

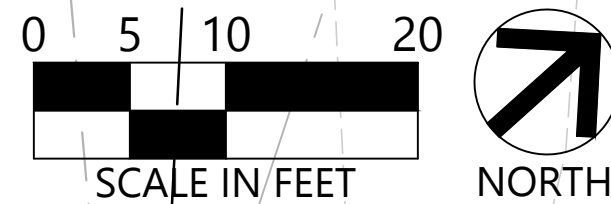
Project URL: <https://norcrossga.eps.tech/norcrossga/projects/view.html?projectId=LDP2024-004>



Sheet Number



1. OBJECTS SHOWN IN RED ON THIS SHEET ARE TO BE REMOVED.
2. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH THE UTILITY COMPANIES TO HAVE CONFLICTS RELOCATED WHEN NECESSARY OR ADAPTED FOR TIE-INS.
3. CONTRACTOR SHALL COORDINATE UTILITY DEMOLITION AND RELOCATION WITH APPROPRIATE UTILITY PROVIDER.
4. RECEIPT OF ALL PERMITS AND APPROVALS IS REQUIRED BEFORE ANY CONSTRUCTION ACTIVITY.
5. TREES TO REMAIN MUST BE PROTECTED DURING DEMOLITION AND CONSTRUCTION PHASE. REFERENCE TREE PROTECTION AND REPLACEMENT PLANS FOR TREE REMOVAL AND PROTECTION.
6. CONSTRUCTION FENCING OR SILT FENCE SHALL NOT OBSTRUCT TRAFFIC FLOW ON EXISTING STREETS UNLESS CLOSURE PERMIT IS OBTAINED.
7. CONTRACTOR SHALL CONTROL DUST LEAVING THE SITE DURING DEMOLITION AND CONSTRUCTION.
8. CONTRACTOR TO DETERMINE UPSTREAM SIDE OF ANY SEWER OR STORM DRAIN TO BE REMOVED/ABANDONED. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY SEWER OR STORM INFRASTRUCTURE EXISTS THAT REQUIRES RE-CONNECTION TO PROPOSED INFRASTRUCTURE TO REMAIN FUNCTIONAL. (WHERE RE-CONNECTION IS NOT ALREADY INDICATED WITHIN THESE DRAWINGS.)
9. THE CONTRACTOR SHALL MAINTAIN STORM DRAINAGE DURING CONSTRUCTION. STORM DRAIN DIVERSION METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IMPLEMENTED IN ACCORDANCE WITH ANY STATE OR LOCAL REGULATIONS.
10. CONTRACTOR SHALL PROTECT SURROUNDING BUILDING UTILITY SERVICES DURING CONSTRUCTION AND COORDINATE ALL SERVICE IMPACTS WITH OWNER.
11. NO GRADED SLOPE SHALL EXCEED 2H:1V.
12. CONTRACTOR SHALL REMOVE TEMPORARY FENCING AT THE END OF CONSTRUCTION AND THE SITE MUST BE RESTORED TO A CONDITION NO WORSE THAN EXISTING CONDITIONS.
13. CONTRACTOR SHALL CLEAN OUT ACCUMULATED SILT IN STORM STRUCTURES AND PIPES ON SITE AT THE END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.



GEORGIA811.
Utility Protection Center, Inc.
**Know what's below.
Call before you dig.**

[illegible]



SITE PLAN NOTES

- BARCLIFT CONSULTING**
Civil Engineering | Site Planning

404.771.0920
robert@barcliftconsulting.com
barcliftconsulting.com

Prepared By

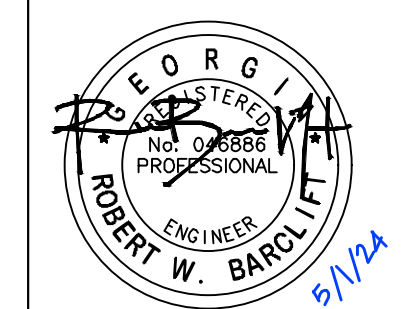
Prepared For

DOWNTOWN
DEVELOPMENT AUTHORITY
CITY OF NORCROSS

SITE PLAN

BRITT AVENUE OVERFLOW PARKING
BRITT AVENUE NORTHWEST | CITY OF NORCROSS, GEORGIA 30071
PIN 6243 001 & 6243 001A | GWINNETT COUNTY

	A	5/1/24
	REVISION	

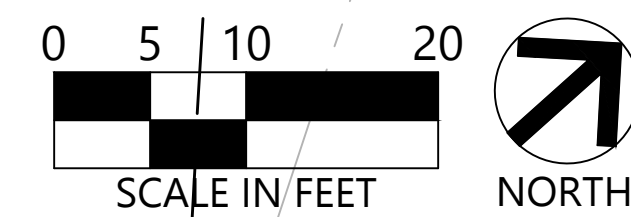


GSWCC LEVEL II #: 89269

May 1, 2024

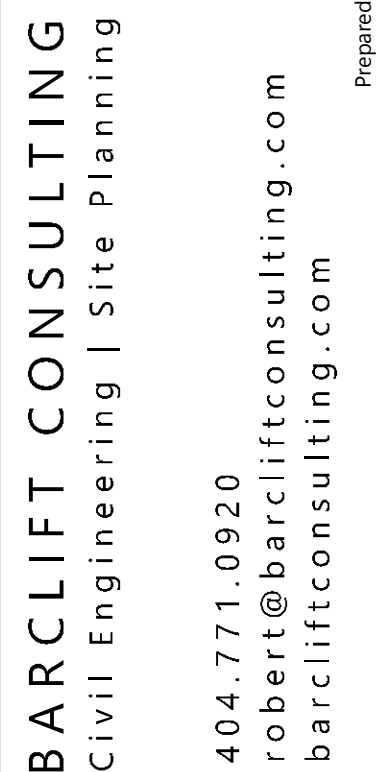
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Sheet Number



STORM LEGEND

- | DESCRIPTION | DETAIL |
|-------------|----------------------|
| CURB INLET | GDOT 1019 TYPE "A" |
| FLARED END | ADS 1210NP OR EQUIV. |



DOWNTOWN
DEVELOPMENT AUTHORITY
CITY OF NORCROSS

GRADING PLAN

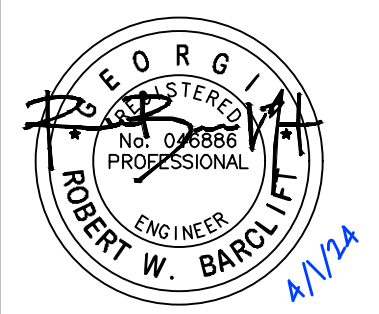
BRITT AVENUE OVERFLOW PARKING

BRITT AVENUE NORTHWEST | CITY OF NORCROSS, GEORGIA 30071

PIN 6243-001 & 6243-001A | GWINNETT COUNTY

Project

Sheet Title

[illegible]

GSWCC LEVEL II #: 89269

April 1, 2024

C3.0

Sheet Number

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Tuesday, Mar 26 2024

PIPE (ST0 - ST1)

(25-YR STORM CALCULATIONS)

Circular

Diameter (ft)

= 1.00

Highlighted

Depth (ft)

= 0.47

Q (cfs)

= 1.200

Area (sqft)

= 0.36

Velocity (ft/s)

= 3.29

Wetted Perim (ft)

= 1.51

Crit Depth, Yc (ft)

= 0.46

Top Width (ft)

= 1.00

EGL (ft)

= 0.64

Calculations

Compute by:

Known Q

Known Q (cfs)

= 1.20

Elev (ft)

102.00

Section

Depth (ft)

2.00

101.50

1.50

101.00

1.00

100.50

0.50

100.00

0.00

99.50

-0.50

0

1

2

3

Reach (ft)

Elev (ft)

101.00

Section

Depth (ft)

1.00

100.75

0.75

100.50

0.50

100.25

0.25

100.00

0.00

99.75

-0.25

0

.5

1

1.5

2

2.5

3

3.5

4

4.5

5

Reach (ft)

Elev (ft)

101.00

Section

Depth (ft)

1.00

100.75

0.75

100.50

0.50

100.25

0.25

100.00

0.00

99.75

-0.25

0

.5

1

1.5

2

2.5

3

3.5

4

4.5

5

Reach (ft)

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Tuesday, Mar 26 2024

LOWER CHANNEL

(25-YR STORM CALCULATIONS)

Trapezoidal

Bottom Width (ft)

= 1.00

Highlighted

Depth (ft)

= 0.35

Q (cfs)

= 1.200

Area (sqft)

= 0.59

Velocity (ft/s)

= 2.02

Wetted Perim (ft)

= 2.57

Crit Depth, Yc (ft)

= 0.30

Top Width (ft)

= 2.40

EGL (ft)

= 0.41

Calculations

Compute by:

Known Q

Known Q (cfs)

= 1.20

Elev (ft)

101.00

Section

Depth (ft)

1.00

100.75

0.75

100.50

0.50

100.25

0.25

100.00

0.00

99.75

-0.25

0

.5

1

1.5

2

2.5

3

3.5

4

4.5

5

Reach (ft)

Elev (ft)

101.00

Section

Depth (ft)

1.00

100.75

0.75

100.50

0.50

100.25

0.25

100.00

0.00

99.75

-0.25

0

.5

1

1.5

2

2.5

3

3.5

4

4.5

5

Reach (ft)

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Tuesday, Mar 26 2024

UPPER CHANNEL

(25-YR STORM CALCULATIONS)

Trapezoidal

Bottom Width (ft)

= 1.00

Highlighted

Depth (ft)

= 0.17

Q (cfs)

= 0.300

Area (sqft)

= 0.26

Velocity (ft/s)

= 1.17

Wetted Perim (ft)

= 2.08

Crit Depth, Yc (ft)

= 0.13

Top Width (ft)

= 2.02

EGL (ft)

= 0.19

Calculations

Compute by:

Known Q

Known Q (cfs)

= 0.30

Elev (ft)

101.00

Section

Depth (ft)

1.00

100.75

0.75

100.50

0.50

100.25

0.25

100.00

0.00

99.75

-0.25

0

.5

1

1.5

2

2.5

3

3.5

4

4.5

5

Reach (ft)

PIPE MATERIAL NOTE

CITY REQUIREMENTS - HDPE PIPE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M-294 AND AASHTO MP7, TYPE S&D. CONNECTIONS SHALL USE A RUBBER GASKET, WHICH CONFORMS TO ASTM F-477. INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM RECOMMENDED PRACTICE D-2321, AASHTO SECTION 30, OR WITH SECTION 550 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CONSTRUCTION OF ROADS BRIDGES.

HIGH DENSITY POLYETHYLENE (HDPE) PIPE PER THE REQUIREMENTS OF AASHTO M252 TYPE 2 (SMOOTH INTERIOR, CORRUGATED EXTERIOR). ASTM F2648 PIPE IS NOT AN ACCEPTABLE SUBSTITUTION.

PIPE INFORMATION

BRITT AVENUE OVERFLOW PARKING

BRITT AVENUE NORTHWEST | CITY OF NORCROSS, GEORGIA 30071

PIN 6243 001 & 6243 001A | GWINNETT COUNTY

REVISION

GEORGIA

REGISTERED

PROFESSIONAL

ENGINEER

ROBERT W. BARCLIFT

4/1/24

GSWCC LEVEL II #: 89269

April 1, 2024

C3.1

Sheet Number

BARCLIFT CONSULTING

Civil Engineering | Site Planning

404.771.0920

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barcliftconsulting.com

Prepared By

DOWNTOWN

DEVELOPMENT AUTHORITY

CITY OF NORCROSS

Sheet Title

Project

Attachment: City of Norcross Packet ITB PW 25-03 (24-7175 : Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03)

Packet Pg. 85

Part IV. EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN

12

I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION.

May 1, 2024

DATE

DESIGN PROFESSIONAL'S SIGNATURE

13

I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED; PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THAT DESIGNATED WATER OF THAT DESIGNATED RECEIVING SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GA6 100001.

May 1, 2024

DATE

DESIGN PROFESSIONAL'S SIGNATURE

10/9/2025

EXPIRATION DATE

89268

LEVEL II CERTIFICATION NUMBER

THE PLAN SHALL INCLUDE, AS A MINIMUM, BEST MANAGEMENT PRACTICES, INCLUDING SOUND CONSERVATION AND ENGINEERING PRACTICES TO PREVENT AND MINIMIZE EROSION AND RESULTANT SEDIMENTATION, WHICH ARE CONSISTENT WITH, AND NO LESS STRINGENT THAN, THOSE PRACTICES CONTAINED IN THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED AND O.C.G.A. 12-7-6, AS WELL AS THE FOLLOWING:

(i). EXCEPT AS PROVIDED IN PART IV. (iii). BELOW, NO CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED WITHIN A 25 FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS, AS MEASURED HORIZONTALLY FROM THE POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION, EXCEPT WHERE THE DIRECTOR HAS DETERMINED TO ALLOW A VARIANCE THAT IS AT LEAST AS PROTECTIVE OF NATURAL RESOURCES AND THE ENVIRONMENT IN ACCORDANCE WITH THE PROVISIONS OF O.C.G.A. 12-7-6, OR WHERE A DRAINAGE OR ROADWAY DRAINAGE STRUCTURE MUST BE CONSTRUCTED, PROVIDED THAT ADEQUATE EROSION CONTROL MEASURES ARE INCORPORATED IN THE PROJECT PLANS AND SPECIFICATIONS AND ARE IMPLEMENTED, OR ALONG ANY EPHEMERAL STREAM, OR WHERE BULKHEADS AND SEAWALLS MUST BE CONSTRUCTED TO PREVENT THE EROSION OF THE SHORELINE ON LAKE OCONEE OR LAKE SINCLAIR, THE BUFFER SHALL NOT APPLY TO THE FOLLOWING ACTIVITIES PROVIDED THAT ADEQUATE EROSION CONTROL MEASURES ARE INCORPORATED INTO THE PROJECT PLANS AND SPECIFICATIONS ARE IMPLEMENTED:

- PUBLIC DRINKING WATER SYSTEM RESERVOIRS.
- STREAM CROSSINGS FOR WATER LINES AND SEWER LINES, PROVIDED THAT THE STREAM CROSSINGS OCCUR AT AN ANGLE, AS MEASURED FROM THE POINT OF CROSSING, WITHIN 25 DEGREES OF PERPENDICULAR TO THE STREAM AND CAUSE A WIDTH OF DISTURBANCE OF NOT MORE THAN 50 FEET WITHIN THE BUFFER, AND NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER
- STREAM CROSSINGS FOR ANY UTILITY LINES OF ANY ELECTRIC MEMBERSHIP CORPORATION OR MUNICIPAL ELECTRICAL SYSTEM OR ANY PUBLIC UTILITY UNDER THE REGULATORY JURISDICTION OF THE PUBLIC SERVICE COMMISSION, ANY UTILITY UNDER THE REGULATORY JURISDICTION OF THE FEDERAL ENERGY REGULATORY COMMISSION, ANY CABLE TELEVISION SYSTEM AS DEFINED IN CODE SECTION 36-18-1, OR ANY AGENCY OR INSTRUMENTALITY OF THE UNITED STATES ENGAGED IN THE GENERATION, TRANSMISSION OR DISTRIBUTION OF POWER, PROVIDED THAT: (A) THE STREAM CROSSINGS OCCUR AT AN ANGLE, AS MEASURED FROM THE POINT OF CROSSING, WITHIN 25 DEGREES OF PERPENDICULAR TO THE STREAM AND CAUSE A WIDTH OF DISTURBANCE OF NOT MORE THAN 50 FEET WITHIN THE BUFFER, (B) NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER AND (C) THE ENTITY IS NOT A SECONDARY PERMITTEE FOR A PROJECT LOCATED WITHIN A COMMON DEVELOPMENT OR SALE UNDER THIS PERMIT.
- BUFFER CROSSING FOR FENCES, PROVIDED THAT THE CROSSINGS OCCUR AT AN ANGLE, AS MEASURED FROM THE POINT OF CROSSING, WITHIN 25 DEGREES OF PERPENDICULAR TO THE STREAM AND CAUSE A WIDTH OF DISTURBANCE OF NOT MORE THAN 50 FEET WITHIN THE BUFFER, AND NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER
- STREAM CROSSINGS FOR AERIAL UTILITY LINES, PROVIDED THAT: (A) THE NEW UTILITY LINE RIGHT-OF-WAY WIDTH DOES NOT EXCEED 100 LINEAR FEET, (B) UTILITY LINES ARE ROUTED AND CONSTRUCTED SO AS TO MINIMIZE THE NUMBER OF STREAM CROSSINGS AND DISTURBANCES TO THE BUFFER, (C) ONLY TREES AND TREE DEBRIS ARE REMOVED FROM WITHIN THE BUFFER RESULTING IN ONLY MINOR SOIL EROSION (I.E., DISTURBANCE TO UNDERLYING VEGETATION IS MINIMIZED), AND (D) NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER. THE PLAN SHALL INCLUDE A DESCRIPTION OF THE STREAM CROSSINGS WITH DETAILS OF THE BUFFER DISTURBANCE INCLUDING AREA AND LENGTH OF BUFFER DISTURBANCE, ESTIMATED LENGTH OF TIME OF BUFFER DISTURBANCE, AND JUSTIFICATION.
- RIGHT-OF-WAY POSTS, GUY-WIRES, ANCHORS, SURVEY MARKERS AND THE REPLACEMENT OR MAINTENANCE OF EXISTING UTILITY STRUCTURES WITHIN THE CURRENT RIGHT-OF-WAY UNDERTAKEN OR FINANCED IN WHOLE OR IN PART BY THE DEPARTMENT OF TRANSPORTATION, THE GEORGIA HIGHWAY AUTHORITY OR THE STATE ROAD AND TOLLWAY AUTHORITY OR UNDERTAKEN BY ANY COUNTY OR MUNICIPALITY, PROVIDED THAT: (A) THE AREA OF LAND DISTURBANCE DOES NOT EXCEED 100 SQUARE FEET PER STRUCTURE, (B) THE AREA OF BUFFER VEGETATION TO BE CUT (NOT GRUBBED) DOES NOT EXCEED 1,000 SQUARE FEET PER STRUCTURE, (C) NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER AND (D) THE ENTITY IS NOT A SECONDARY PERMITTEE FOR A PROJECT LOCATED WITHIN A COMMON DEVELOPMENT OR SALE UNDER THIS PERMIT.
- RIGHT-OF-WAY POSTS, GUY-WIRES, ANCHORS, SURVEY MARKERS AND THE REPLACEMENT OR MAINTENANCE OF EXISTING UTILITY STRUCTURES WITHIN THE CURRENT RIGHT-OF-WAY UNDERTAKEN BY ANY ELECTRIC MEMBERSHIP CORPORATION OR MUNICIPAL ELECTRICAL SYSTEM OR ANY PUBLIC UTILITY UNDER THE REGULATORY JURISDICTION OF THE PUBLIC SERVICE COMMISSION, ANY UTILITY UNDER THE REGULATORY JURISDICTION OF THE FEDERAL ENERGY REGULATORY COMMISSION, ANY CABLE TELEVISION SYSTEM AS DEFINED IN CODE SECTION 36-18-1, OR ANY AGENCY OR INSTRUMENTALITY OF THE UNITED STATES ENGAGED IN THE GENERATION, TRANSMISSION OR DISTRIBUTION OF POWER, PROVIDED THAT: (A) THE AREA OF LAND DISTURBANCE DOES NOT EXCEED 100 SQUARE FEET PER STRUCTURE, (B) THE AREA OF BUFFER VEGETATION TO BE CUT (NOT GRUBBED) DOES NOT EXCEED 1,000 SQUARE FEET PER STRUCTURE, (C) NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER AND (D) THE ENTITY IS NOT A SECONDARY PERMITTEE FOR A PROJECT LOCATED WITHIN A COMMON DEVELOPMENT OR SALE UNDER THIS PERMIT; AND
- MAINTENANCE (EXCLUDING DREDGING), REPAIR AND/OR UPGRADE OF SOIL AND WATER CONSERVATION DISTRICT WATERSHED DAMS WHEN UNDER THE TECHNICAL SUPERVISION OF THE USDA NATURAL RESOURCES CONSERVATION SERVICE.

(ii). NO CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED WITHIN A 50 FOOT BUFFER, AS MEASURED HORIZONTALLY FROM THE POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION, ALONG THE BANKS OF ANY STATE WATERS CLASSIFIED AS 'TROUT STREAMS' EXCEPT WHEN APPROVAL IS GRANTED BY THE DIRECTOR FOR ALTERNATE BUFFER REQUIREMENTS IN ACCORDANCE WITH THE PROVISIONS OF O.C.G.A. 12-7-6, OR WHERE A ROADWAY DRAINAGE STRUCTURE MUST BE CONSTRUCTED; PROVIDED, HOWEVER, THAT SMALL SPRINGS AND STREAMS CLASSIFIED AS 'TROUT STREAMS' WHICH DISCHARGE AN AVERAGE ANNUAL FLOW OF 25 GALLONS PER MINUTE OR LESS SHALL HAVE A 25 FOOT BUFFER OR THEY MAY BE PIPED, AT THE DISCRETION OF THE PERMITTEE, PURSUANT TO THE TERMS OF A RULE PROVIDING FOR A GENERAL VARIANCE. PROMULGATED BY THE BOARD OF NATURAL RESOURCES INCLUDING NOTIFICATION OF SUCH TO EPD AND THE LOCAL ISSUING AUTHORITY OF THE LOCATION AND EXTENT OF THE PIPING AND PRESCRIBED METHODOLOGY FOR MINIMIZING THE IMPACT OF SUCH PIPING AND FOR MEASURING THE VOLUME OF

WATER DISCHARGED BY THE STREAM, ANY SUCH PIPE MUST STOP SHORT OF THE DOWNSTREAM PERMITTEE'S PROPERTY, AND THE PERMITTEE MUST COMPLY WITH THE BUFFER REQUIREMENT FOR ANY ADJACENT TROUT STREAMS. THE BUFFER SHALL NOT APPLY TO THE FOLLOWING ACTIVITIES PROVIDED THAT ADEQUATE EROSION CONTROL MEASURES ARE INCORPORATED INTO THE PROJECT PLANS AND SPECIFICATIONS ARE IMPLEMENTED:

- PUBLIC DRINKING WATER SYSTEM RESERVOIRS.
- STREAM CROSSINGS FOR WATER LINES AND SEWER LINES, PROVIDED THAT THE STREAM CROSSINGS OCCUR AT AN ANGLE, AS MEASURED FROM THE POINT OF CROSSING, WITHIN 25 DEGREES OF PERPENDICULAR TO THE STREAM AND CAUSE A WIDTH OF DISTURBANCE OF NOT MORE THAN 50 FEET WITHIN THE BUFFER
- STREAM CROSSINGS FOR ANY UTILITY LINES OF ANY ELECTRIC MEMBERSHIP CORPORATION OR MUNICIPAL ELECTRICAL SYSTEM OR ANY PUBLIC UTILITY UNDER THE REGULATORY JURISDICTION OF THE PUBLIC SERVICE COMMISSION, ANY UTILITY UNDER THE REGULATORY JURISDICTION OF THE FEDERAL ENERGY REGULATORY COMMISSION, ANY CABLE TELEVISION SYSTEM AS DEFINED IN CODE SECTION 36-18-1, OR ANY AGENCY OR INSTRUMENTALITY OF THE UNITED STATES ENGAGED IN THE GENERATION, TRANSMISSION OR DISTRIBUTION OF POWER, PROVIDED THAT: (A) THE STREAM CROSSINGS OCCUR AT AN ANGLE, AS MEASURED FROM THE POINT OF CROSSING, WITHIN 25 DEGREES OF PERPENDICULAR TO THE STREAM AND CAUSE A WIDTH OF DISTURBANCE OF NOT MORE THAN 50 FEET WITHIN THE BUFFER, (B) NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER AND (C) THE ENTITY IS NOT A SECONDARY PERMITTEE FOR A PROJECT LOCATED WITHIN A COMMON DEVELOPMENT OR SALE UNDER THIS PERMIT.
- BUFFER CROSSING FOR FENCES, PROVIDED THAT THE CROSSINGS OCCUR AT AN ANGLE, AS MEASURED FROM THE POINT OF CROSSING, WITHIN 25 DEGREES OF PERPENDICULAR TO THE STREAM AND CAUSE A WIDTH OF DISTURBANCE OF NOT MORE THAN 50 FEET WITHIN THE BUFFER, AND NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OF DISTURBED AREAS WITHIN THE BUFFER
- STREAM CROSSINGS FOR AERIAL UTILITY LINES, PROVIDED THAT: (A) THE NEW UTILITY LINE RIGHT-OF-WAY WIDTH DOES NOT EXCEED 100 LINEAR FEET, (B) UTILITY LINES ARE ROUTED AND CONSTRUCTED SO AS TO MINIMIZE THE NUMBER OF STREAM CROSSINGS AND DISTURBANCES TO THE BUFFER, (C) ONLY TREES AND TREE DEBRIS ARE REMOVED FROM WITHIN THE BUFFER RESULTING IN ONLY MINOR SOIL EROSION (I.E., DISTURBANCE TO UNDERLYING VEGETATION IS MINIMIZED), AND (D) NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER. THE PLAN SHALL INCLUDE DESCRIPTION OF THE STREAM CROSSINGS WITH DETAILS OF THE BUFFER DISTURBANCE, ESTIMATED LENGTH OF TIME OF BUFFER DISTURBANCE, AND JUSTIFICATION.
- RIGHT-OF-WAY POSTS, GUY-WIRES, ANCHORS, SURVEY MARKERS AND THE REPLACEMENT OR MAINTENANCE OF EXISTING UTILITY STRUCTURES WITHIN THE CURRENT RIGHT-OF-WAY UNDERTAKEN OR FINANCED IN WHOLE OR IN PART BY THE DEPARTMENT OF TRANSPORTATION, THE GEORGIA HIGHWAY AUTHORITY OR THE STATE ROAD AND TOLLWAY AUTHORITY OR UNDERTAKEN BY ANY COUNTY OR MUNICIPALITY, PROVIDED THAT: (A) THE AREA OF LAND DISTURBANCE DOES NOT EXCEED 100 SQUARE FEET PER STRUCTURE, (B) THE AREA OF BUFFER VEGETATION TO BE CUT (NOT GRUBBED) DOES NOT EXCEED 1,000 SQUARE FEET PER STRUCTURE, (C) NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER AND (D) THE ENTITY IS NOT A SECONDARY PERMITTEE FOR A PROJECT LOCATED WITHIN A COMMON DEVELOPMENT OR SALE UNDER THIS PERMIT.
- RIGHT-OF-WAY POSTS, GUY-WIRES, ANCHORS, SURVEY MARKERS AND THE REPLACEMENT OR MAINTENANCE OF EXISTING UTILITY STRUCTURES WITHIN THE CURRENT RIGHT-OF-WAY UNDERTAKEN BY ANY ELECTRIC MEMBERSHIP CORPORATION OR MUNICIPAL ELECTRICAL SYSTEM OR ANY PUBLIC UTILITY UNDER THE REGULATORY JURISDICTION OF THE PUBLIC SERVICE COMMISSION, ANY UTILITY UNDER THE REGULATORY JURISDICTION OF THE FEDERAL ENERGY REGULATORY COMMISSION, ANY CABLE TELEVISION SYSTEM AS DEFINED IN CODE SECTION 36-18-1, OR ANY AGENCY OR INSTRUMENTALITY OF THE UNITED STATES ENGAGED IN THE GENERATION, TRANSMISSION OR DISTRIBUTION OF POWER, PROVIDED THAT: (A) THE AREA OF LAND DISTURBANCE DOES NOT EXCEED 100 SQUARE FEET PER STRUCTURE, (B) THE AREA OF BUFFER VEGETATION TO BE CUT (NOT GRUBBED) DOES NOT EXCEED 1,000 SQUARE FEET PER STRUCTURE, (C) NATIVE RIPARIAN VEGETATION IS RE-ESTABLISHED IN ANY BARE OR DISTURBED AREAS WITHIN THE BUFFER AND (D) THE ENTITY IS NOT A SECONDARY PERMITTEE FOR A PROJECT LOCATED WITHIN A COMMON DEVELOPMENT OR SALE UNDER THIS PERMIT; AND
- MAINTENANCE (EXCLUDING DREDGING), REPAIR AND/OR UPGRADE OF SOIL AND WATER CONSERVATION DISTRICT WATERSHED DAMS WHEN UNDER THE TECHNICAL SUPERVISION OF THE USDA NATURAL RESOURCES CONSERVATION SERVICE.

(iii). EXCEPT AS PROVIDED ABOVE, FOR BUFFERS REQUIRED PURSUANT TO PART IV. (i). AND (ii)., NO CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED WITHIN A BUFFER AND A BUFFER SHALL REMAIN IN ITS NATURAL, UNDISTURBED, STATE OF VEGETATION UNTIL ALL LAND-DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED. DURING COVERAGE UNDER THIS PERMIT, A BUFFER CANNOT BE THINNED OR TRIMMED OF VEGETATION AND A PROTECTIVE VEGETATIVE COVER MUST REMAIN TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY MUST BE LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM BED.

THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN SHALL IDENTIFY ALL POTENTIAL SOURCES OF POLLUTION WHICH MAY REASONABLY BE EXPECTED TO AFFECT THE QUALITY OF STORM WATER DISCHARGES FROM THE CONSTRUCTION SITE. IN ADDITION, THE PLAN SHALL DESCRIBE AND THE APPLICABLE PERMITTEE SHALL ENSURE THE IMPLEMENTATION OF PRACTICES WHICH WILL BE USED TO REDUCE THE POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY AT THE SITE AND TO ASSURE COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS PERMIT. THE APPLICABLE PERMITTEE MUST IMPLEMENT AND MAINTAIN THE PROVISIONS OF THE PLAN REQUIRED UNDER THIS PART AS A CONDITION OF THIS PERMIT.

EXCEPT AS PROVIDED IN PART IV A.2., A SINGLE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN MUST BE PREPARED BY THE PRIMARY PERMITTEE FOR THE STAND ALONE CONSTRUCTION PROJECT.

A. DEADLINES FOR PLAN PREPARATION AND COMPLIANCE

- EXCEPT AS PROVIDED IN PART IV A.2., AND PART IV A.6., THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN SHALL BE COMPLETED PRIOR TO SUBMITTING THE NOI AND PRIOR TO CONDUCTING ANY CONSTRUCTION ACTIVITY BY ANY PERMITTEE.
- FOR CONSTRUCTION ACTIVITIES THAT BEGAN ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT AND WERE SUBJECT TO THE REGULATIONS UNDER THE PREVIOUS PERMIT, THE PERMITTEE(S) SHALL CONTINUE TO OPERATE UNDER THE EXISTING PLAN.
- FOR CONSTRUCTION ACTIVITIES THAT BEGIN AFTER THE EFFECTIVE DATE OF THIS PERMIT, THE PRIMARY PERMITTEE SHALL BE REQUIRED TO PREPARE THE PLAN FOR THAT PHASE OF THE STAND ALONE DEVELOPMENT THAT CORRESPONDS WITH THE NOI BEING SUBMITTED AND THE PRIMARY PERMITTEE(S) SHALL IMPLEMENT THE PLAN ON OR BEFORE THE DAY CONSTRUCTION ACTIVITIES BEGIN.
- ADDITIONAL PLAN SUBMITTALS.
 - FOR ALL PROJECTS IDENTIFIED UNDER PART I.C.1.b., WHICH BEGIN AFTER THE EFFECTIVE DATE OF THIS PERMIT, IN A JURISDICTION WHERE THERE IS NO CERTIFIED LOCAL ISSUING AUTHORITY REGULATING THAT PROJECT, A SINGLE COPY OF THE PLAN MUST BE SUBMITTED TO THE EPD WATERSHED PROTECTION BRANCH AND A SECOND COPY OF THE PLAN MUST BE SUBMITTED TO THE EPD DISTRICT OFFICE PRIOR TO OR CONCURRENT WITH THE NOI SUBMITTAL. THE SECOND COPY OF THE PLAN MAY BE SUBMITTED TO THE APPROPRIATE EPD DISTRICT OFFICE AS A PORTABLE DOCUMENT FORMAT (PDF) FILE ON CD-ROM OR OTHER STORAGE DEVICE. THE EPD WATERSHED PROTECTION BRANCH WILL REVIEW PLANS FOR DEFICIENCIES USING THE APPLICABLE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN CHECKLIST ESTABLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED.
 - FOR SITES THAT ARE EQUAL TO OR GREATER THAN 50 ACRES OF DISTURBED AREA, REGARDLESS OF THE EXISTENCE OF A CERTIFIED LOCAL ISSUING AUTHORITY IN THE JURISDICTION, ONE OF THE FOLLOWING SUBMISSIONS IS ALSO REQUIRED:
 - FOR ALL PROJECTS WHICH BEGIN AFTER THE EFFECTIVE DATE OF THIS PERMIT A SINGLE COPY OF THE NOI AND A SINGLE COPY OF THE PLAN SHALL BE SUBMITTED TO THE APPROPRIATE EPD DISTRICT OFFICE. THIS COPY OF THE PLAN MAY BE SUBMITTED TO THE APPROPRIATE EPD DISTRICT OFFICE AS A PORTABLE DOCUMENT FORMAT (PDF) FILE ON CD-ROM OR OTHER STORAGE DEVICE.
 - FOR ALL PROJECTS WHICH BEGAN ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT A SINGLE COPY OF THE NOI AND A SINGLE COPY OF THE PLAN, IF AMENDED, SHALL BE SUBMITTED TO THE APPROPRIATE EPD DISTRICT OFFICE. THIS COPY OF

THE PLAN MAY BE SUBMITTED TO THE APPROPRIATE EPD DISTRICT OFFICE AS A PORTABLE DOCUMENT FORMAT (PDF) FILE ON CD-ROM OR OTHER STORAGE DEVICE.

c. FOR ALL PROJECTS WHERE THE CONSTRUCTION ACTIVITY AS INDICATED ON THE EXISTING NOI HAS CHANGED, THE AMENDED PLANS MUST BE SUBMITTED IN ACCORDANCE WITH PART IV.A.4.a. IN ADDITION, THE PERMITTEE MUST FILE A CHANGE OF INFORMATION NOI IN ACCORDANCE WITH PART II.

5. FOR STAND ALONE PROJECTS THAT BEGIN CONSTRUCTION ACTIVITY AFTER THE EFFECTIVE DATE OF THIS PERMIT, THE PRIMARY PERMITTEE MUST RETAIN THE DESIGN PROFESSIONAL WHO PREPARED THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, OR AN ALTERNATIVE DESIGN PROFESSIONAL APPROVED BY EPD IN WRITING, TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPs WHICH THE DESIGN PROFESSIONAL DESIGNED WITHIN SEVEN (7) DAYS AFTER INSTALLATION. THE DESIGN PROFESSIONAL SHALL DETERMINE IF THESE BMPs HAVE BEEN INSTALLED AND ARE BEING MAINTAINED AS DESIGNED. THE DESIGN PROFESSIONAL SHALL REPORT THE RESULTS OF THE INSPECTION TO THE PRIMARY PERMITTEE WITHIN SEVEN (7) DAYS AND THE PERMITTEE MUST CORRECT ALL DEFICIENCIES WITHIN TWO (2) BUSINESS DAYS OF RECEIPT OF THE INSPECTION REPORT FROM THE DESIGN PROFESSIONAL UNLESS WEATHER RELATED SITE CONDITIONS ARE SUCH THAT ADDITIONAL TIME IS REQUIRED.

6. FOR STORM- OR EMERGENCY-RELATED REPAIR WORK, THE PERMITTEE SHALL IMPLEMENT APPROPRIATE BMPs AND CERTIFIED PERSONNEL (PROVIDED BY THE PRIMARY PERMITTEE) SHALL INSPECT AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES RAINFALL OR GREATER. IF THE STORM- OR EMERGENCY-RELATED REPAIR WORK WILL NOT BE COMPLETED WITHIN SIXTY (60) DAYS OF COMMENCEMENT OF CONSTRUCTION ACTIVITY, A SINGLE COPY OF THE PLAN SHALL BE SUBMITTED TO EPD AND THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THIS PERMIT ON THE SIXTY-FIRST (61st) DAY.

B. SIGNATURE AND PLAN REVIEW

1. THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN SHALL BE SIGNED IN ACCORDANCE WITH PART IV., AND BE RETAINED ON THE SITE (OR, IF NOT POSSIBLE, AT A READILY ACCESSIBLE LOCATION) WHICH GENERATES THE STORM WATER DISCHARGE IN ACCORDANCE WITH PART IV.F. OF THIS PERMIT.

2. THE PRIMARY PERMITTEE SHALL MAKE PLANS AVAILABLE UPON REQUEST TO THE EPD; TO DESIGNATED OFFICIALS OF THE LOCAL GOVERNMENT REVIEWING SOIL EROSION AND SEDIMENT CONTROL PLANS, GRADING PLANS, OR STORM WATER MANAGEMENT PLANS; OR IN THE CASE OF A STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY WHICH DISCHARGES THROUGH A MUNICIPAL SEPARATE STORM SEWER SYSTEM WITH AN NPDES PERMIT, TO THE LOCAL GOVERNMENT OPERATING THE MUNICIPAL SEPARATE STORM SEWER SYSTEM.

3. EPD MAY NOTIFY THE PRIMARY PERMITTEE AT ANY TIME THAT THE PLAN DOES NOT MEET ONE OR MORE OF THE MINIMUM REQUIREMENTS OF THIS PART. WITHIN SEVEN (7) DAYS OF SUCH NOTIFICATION (OR AS OTHERWISE PROVIDED BY EPD) THE PRIMARY PERMITTEE SHALL MAKE THE REQUIRED CHANGES TO THE PLAN AND SHALL SUBMIT TO EPD EITHER THE AMENDED PLAN OR A WRITTEN CERTIFICATION THAT THE REQUESTED CHANGES HAVE BEEN MADE.

C. KEEPING PLANS CURRENT.

THE PRIMARY PERMITTEE(S) SHALL AMEND THEIR PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT (I.E., THOSE BMPs WHERE THE DESIGN IS BASED UPON RAINFALL INTENSITY, DURATION AND RETURN FREQUENCY OF STORMS) OR IF THE PLAN PROVES TO BE INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES IDENTIFIED UNDER PART IV.D.3. AMENDMENTS TO THE PLAN MUST BE CERTIFIED BY A DESIGN PROFESSIONAL AS PROVIDED IN THIS PERMIT.

D. CONTENTS OF PLAN.

THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN SHALL INCLUDE, AS A MINIMUM, BEST MANAGEMENT PRACTICES, INCLUDING SOUND CONSERVATION AND ENGINEERING PRACTICES TO PREVENT AND MINIMIZE EROSION AND RESULTANT SEDIMENTATION, WHICH ARE CONSISTENT WITH, AND NO LESS STRINGENT THAN, THOSE PRACTICES CONTAINED IN THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, AS WELL AS THE FOLLOWING:

1. CHECKLIST.
EACH PLAN SHALL INCLUDE A COMPLETED EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN CHECKLIST ESTABLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED AND AMENDMENTS TO THE APPLICABLE CHECKLIST AS APPROVED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION UP UNTIL THE DATE OF THE NOI SUBMITTAL. THE APPLICABLE CHECKLISTS ARE AVAILABLE ON THE EPD WEBSITE, WWW.GAEPD.ORG.

2. SITE DESCRIPTION.
EACH SITE-SPECIFIC PLAN SHALL PROVIDE A DESCRIPTION OF POLLUTANT SOURCES AND OTHER INFORMATION AS INDICATED:

- A DESCRIPTION OF THE NATURE OF THE CONSTRUCTION ACTIVITY;
- A DETAILED DESCRIPTION AND CHART OR TIMELINE OF THE INTENDED SEQUENCE OF MAJOR ACTIVITIES WHICH DISTURB SOILS FOR MAJOR PORTIONS OF THE SITE (I.E., INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPs, CLEARING AND GRUBBING ACTIVITIES, EXCAVATION ACTIVITIES, GRADING ACTIVITIES, INFRASTRUCTURE ACTIVITIES, IMMEDIATE AND FINAL STABILIZATION ACTIVITIES);
- ESTIMATES OF THE TOTAL AREA OF THE SITE AND THE TOTAL AREA OF THE SITE THAT IS EXPECTED TO BE DISTURBED BY EXCAVATION, GRADING, OR OTHER ACTIVITIES;
- AN ESTIMATE OF THE RUNOFF COEFFICIENT OR PEAK DISCHARGE FLOW OF THE SITE PRIOR TO THE CONSTRUCTION ACTIVITIES AND AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED AND EXISTING DATA DESCRIBING THE SOIL OR THE QUALITY OF ANY DISCHARGE FROM THE SITE;
- A SITE-SPECIFIC MAP INDICATING DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER MAJOR GRADING ACTIVITIES, AREAS OF SOIL DISTURBANCE, AN OUTLINE OF AREAS WHICH ARE NOT TO BE DISTURBED, THE LOCATION OF MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS IDENTIFIED IN THE PLAN, THE LOCATION OF AREAS WHERE STABILIZATION PRACTICES ARE EXPECTED TO OCCUR, SURFACE WATERS (INCLUDING WETLANDS), AND LOCATIONS WHERE STORM WATER IS DISCHARGED TO A SURFACE WATER; AND
- IDENTIFY THE RECEIVING WATER(S) AND AREAL EXTENT OF WETLAND ACREAGE AT THE SITE;

3. CONTROLS.
EACH PLAN SHALL INCLUDE A DESCRIPTION OF APPROPRIATE CONTROLS AND MEASURES THAT WILL BE IMPLEMENTED AT THE CONSTRUCTION SITE INCLUDING: (1) INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPs, (2) INTERMEDIATE GRADING AND DRAINAGE BMPs, AND (3) FINAL BMPs. FOR CONSTRUCTION SITES WHERE THERE WILL BE NO MASS GRADING AND THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND THE PERIMETER CONTROL BMPs, INTERMEDIATE GRADING AND DRAINAGE BMPs, AND FINAL BMPs ARE THE SAME, THE PLAN MAY COMBINE ALL OF THE BMPs INTO A SINGLE PHASE PLAN. THE PLAN WILL INCLUDE APPROPRIATE STAGING AND ACCESS REQUIREMENTS FOR CONSTRUCTION EQUIPMENT. PLANS SUBMITTED AFTER THE EFFECTIVE DATE OF THIS PERMIT SHALL LIMIT THE AMOUNT OF DISTURBED AREA TO NO GREATER THAN 50 ACRES AT ANY ONE TIME WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE APPROPRIATE EPD DISTRICT OFFICE ACCORDING TO THE SCHEDULE IN APPENDIX A OF THIS PERMIT. EPD WILL APPROVE OR DISAPPROVE SUCH REQUESTS WITHIN 35 DAYS OF RECEIPT. FAILURE OF EPD TO ACT WITHIN 35 DAYS SHALL BE CONSIDERED AN APPROVAL OF SUCH REQUESTS. IF THE EPD DISTRICT OFFICE APPROVES A REQUEST TO DISTURB 50 ACRES OR MORE AT ANY ONE TIME, THE PLAN MUST INCLUDE AT LEAST FOUR (4) OF THE BEST MANAGEMENT PRACTICES LISTED IN PART III.C.2. OF THIS PERMIT.

THE PLAN WILL CLEARLY DESCRIBE FOR EACH MAJOR ACTIVITY IDENTIFIED IN PART IV.D.2.b. APPROPRIATE CONTROL MEASURES AND THE TIMING DURING THE CONSTRUCTION PROCESS THAT THE MEASURES WILL BE IMPLEMENTED. THE PRIMARY PERMITTEE IS ENCOURAGED TO UTILIZE THE DOCUMENT, DEVELOPING YOUR STORMWATER POLLUTION PREVENTION PLAN: A GUIDE FOR CONSTRUCTION SITES, EPA 833-R-060-04, MAY 2007 (WWW.EPA.GOV/NPDES/PUBS/SW_SWPPP_GUIDE.PDF), WHEN PREPARING THE PLAN. THE DESCRIPTION AND IMPLEMENTATION OF CONTROLS SHALL ADDRESS THE FOLLOWING MINIMUM COMPONENTS:

a. EROSION AND SEDIMENT CONTROLS.

(1). STABILIZATION MEASURES. A DESCRIPTION OF INTERIM AND PERMANENT STABILIZATION MEASURES, INCLUDING SITE-SPECIFIC SCHEDULING OF THE IMPLEMENTATION OF THE MEASURES. SITE PLANS SHOULD ENSURE THAT EXISTING VEGETATION IS PRESERVED AND THAT DISTURBED PORTIONS OF THE SITE ARE STABILIZED. STABILIZATION MEASURES MAY INCLUDE: TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, GEOTEXTILES, SOD STABILIZATION, VEGETATIVE BUFFER STRIPS, PROTECTION OF TREES, PRESERVATION OF MATURE VEGETATION, AND OTHER APPROPRIATE MEASURES. A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED SHALL BE INCLUDED IN THE PLAN. EXCEPT AS PROVIDED IN PARAGRAPHS IV.D.3.(a)(1)(i)(a), AND (b). BELOW, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

(a). WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE IS PRECLUDED BY SNOW COVER OR OTHER ADVERSE WEATHER CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.

(b). WHERE CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 21 DAYS FROM WHEN ACTIVITIES CEASED, (E.G., THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 21 DAYS) THEN STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASED.

(2). STRUCTURAL PRACTICES. A DESCRIPTION OF STRUCTURAL PRACTICES TO DIVERT FLOWS FROM EXPOSED SOILS, STORE FLOWS OR OTHERWISE LIMIT RUNOFF AND THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE TO THE DEGREE ATTAINABLE. SUCH PRACTICES MAY INCLUDE SILT FENCES, EARTH DIKES, DRAINAGE SWALES, SEDIMENT TRAPS, CHECK DAMS, SUBSURFACE DRAINS, PIPE SLOPE DRAINS, LEVEL SPREADERS, STORM DRAIN INLET PROTECTION, ROCK OUTLET PROTECTION, REINFORCED SOIL RETAINING SYSTEMS, GABIONS, AND TEMPORARY OR PERMANENT SEDIMENT BASINS. STRUCTURAL PRACTICES SHOULD BE PLACED ON UPLAND SOILS TO THE DEGREE ATTAINABLE. THE INSTALLATION OF THESE DEVICES MAY BE SUBJECT TO SECTION 404 OF THE CWA.

(3). SEDIMENT BASINS. FOR COMMON DRAINAGE LOCATIONS AT A TEMPORARY (OR PERMANENT) SEDIMENT BASIN PROVIDING AT LEAST 1800 CUBIC FEET (67 CUBIC YARDS) OF STORAGE PER ACRE DRAINED, OR EQUIVALENT AERIAL CONTROL MEASURES, SHALL BE PROVIDED UNTIL FINAL STABILIZATION OF THE SITE. THE 1800 CUBIC FEET (67 CUBIC YARDS) OF STORAGE AREA PER ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFF-SITE AREAS AND FLOWS FROM ON-SITE AREAS THAT ARE EITHER UNDISTURBED OR HAVE UNDERGONE FINAL STABILIZATION WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE DISTURBED AREA AND THE SEDIMENT BASIN. FOR DRAINAGE LOCATIONS WHERE A TEMPORARY SEDIMENT BASIN PROVIDING AT LEAST 1800 CUBIC FEET (67 CUBIC YARDS) OF STORAGE PER ACRE ARE DRAINED, OR EQUIVALENT CONTROLS IS NOT ATTAINABLE, SEDIMENT TRAPS, SILT FENCES, WOOD MULCH BERMS OR EQUIVALENT SEDIMENT CONTROLS ARE REQUIRED FOR ALL SIDE SLOPE AND DOWN SLOPE BOUNDARIES OF THE CONSTRUCTION AREA. WHEN THE SEDIMENT FILLS TO A VOLUME AT MOST 67 CUBIC YARDS PER ACRE FOR EACH ACRE OF DRAINAGE AREA, THE SEDIMENT SHALL BE REMOVED TO RESTORE THE ORIGINAL DESIGN VOLUME. THIS SEDIMENT MUST BE PROPERLY DISPOSED. SEDIMENT BASINS MAY NOT BE FEASIBLE AT SOME CONSTRUCTION PROJECTS. CAREFUL CONSIDERATION MUST BE USED TO DETERMINE WHEN A SEDIMENT BASIN CANNOT BE USED AND/OR WHEN 67 CUBIC YARDS OF STORAGE PER ACRE DRAINED IS NOT ATTAINABLE AND A WRITTEN JUSTIFICATION EXPLAINING THE DECISION(S) MUST BE INCLUDED IN THE PLAN. PERENNIAL AND INTERMITTENT WATERS OF THE STATE SHALL NOT BE USED FOR TEMPORARY OR PERMANENT SEDIMENT DETENTION.

WHEN DISCHARGING FROM SEDIMENT BASINS AND IMPOUNDMENTS, PERMITTEES ARE REQUIRED TO UTILIZE PRACTICES THAT WITHDRAW WATER FROM THE SURFACE, UNLESS INFEASIBLE. IF OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE ARE NOT FEASIBLE, A WRITTEN JUSTIFICATION EXPLAINING THIS DECISION MUST BE INCLUDED IN THE PLAN. OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE ARE TEMPORARY BMPs AND MUST BE REMOVED PRIOR TO SUBMITTING A NOTICE OF TERMINATION. FOR CONSTRUCTION ACTIVITIES WHERE THE NOI WAS SUBMITTED PRIOR TO JANUARY 1, 2014, THIS REQUIREMENT OF THE PERMIT IS NOT APPLICABLE.

(4). ALTERNATIVE BMPs. THE USE OF ALTERNATIVE BMPs WHOSE PERFORMANCE HAS BEEN DOCUMENTED TO BE EQUIVALENT OR SUPERIOR TO CONVENTIONAL BMPs AS CERTIFIED BY A DESIGN PROFESSIONAL, MAY BE ALLOWED (UNLESS DISAPPROVED BY EPD OR THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION).

(5). HIGH PERFORMANCE BMPs. THE USE OF INFILTRATION TRENCHES, SEEP BERMS, SAND FILTERS, DRY WELLS, POLYACRYLAMIDE, ETC. FOR MINIMIZING POINT SOURCE DISCHARGES EXCEPT FOR LARGE RAINFALL EVENTS IS ENCOURAGED.

b. STORM WATER MANAGEMENT. A DESCRIPTION OF MEASURES THAT WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORM WATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED. STRUCTURAL MEASURES SHOULD BE PLACED ON UPLAND SOILS TO THE DEGREE ATTAINABLE. THE INSTALLATION OF THESE DEVICES MAY BE SUBJECT TO SECTION 404 OF THE CWA. THIS PERMIT ONLY ADDRESSES THE INSTALLATION OF STORM WATER MANAGEMENT MEASURES, AND NOT THE ULTIMATE OPERATION AND MAINTENANCE OF SUCH STRUCTURES AFTER THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND THE SITE HAS UNDERGONE FINAL STABILIZATION. OPERATORS ARE ONLY RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF STORM WATER MANAGEMENT MEASURES PRIOR TO FINAL STABILIZATION OF THE SITE, AND ARE NOT RESPONSIBLE FOR MAINTENANCE AFTER STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY HAVE BEEN ELIMINATED FROM THE SITE.

(1). SUCH PRACTICES MAY INCLUDE: STORM WATER DETENTION STRUCTURES (INCLUDING WET PONDS); STORM WATER RETENTION STRUCTURES; FLOW ATTENUATION BY USE OF OPEN VEGETATED SWALES AND NATURAL DEPRESSIONS; INFILTRATION OF RUNOFF ON-SITE; AND SEQUENTIAL SYSTEMS (WHICH COMBINE SEVERAL PRACTICES). THE PLAN SHALL INCLUDE AN EXPLANATION OF THE TECHNICAL BASIS USED TO SELECT THE PRACTICES TO CONTROL POLLUTION WHERE FLOWS EXCEED PRE-DEVELOPMENT LEVELS.

(2). VELOCITY DISSIPATION DEVICES SHALL BE PLACED AT DISCHARGE LOCATIONS AND ALONG THE LENGTH OF ANY OUTFALL CHANNEL. FOR THE PURPOSE OF PROVIDING A NON-EROSIVE VELOCITY FLOW FROM THE STRUCTURE TO A WATER COURSE SO THAT THE NATURAL PHYSICAL AND BIOLOGICAL CHARACTERISTICS AND FUNCTIONS ARE MAINTAINED AND PROTECTED (E.G., NO SIGNIFICANT CHANGES IN THE HYDROLOGICAL REGIME OF THE RECEIVING WATER(S)).

(3). INSTALLATION AND USE OF GREEN INFRASTRUCTURE APPROACHES AND PRACTICES THAT MIMIC NATURAL PROCESSES AND DIRECT STORM WATER WHERE IT CAN BE INFILTRATED, EVAPOTRANSPIRATED OR RE-USED WITH SIGNIFICANT UTILIZATION OF SOILS AND VEGETATION RATHER THAN TRADITIONAL HARDCAPE COLLECTION, CONVEYANCE AND STORAGE. TREES ARE ENCOURAGED. THE MAXIMUM EXTENT PRACTICABLE FOR GREEN INFRASTRUCTURE PRACTICES OR APPROACHES INCLUDE PERMEABLE OR POROUS PAVING, VEGETATED SWALES INSTEAD OF CURBS AND GUTTERS, GREEN ROOFS, TREE BOXES, RAIN GARDENS, CONSTRUCTED WETLANDS, INFILTRATION PLANTERS, VEGETATED MEDIAN STRIPS, PROTECTION AND ENHANCEMENT OF RIPARIAN BUFFERS AND FLOODPLAINS, AND THE OVERALL REDUCTION IN SITE DISTURBANCE AND IMPERVIOUS AREA. DESIGN INFORMATION ON GREEN INFRASTRUCTURE PRACTICES AND OTHER WAYS TO MANAGE STORM WATER CAN BE FOUND IN THE GEORGIA STORMWATER MANAGEMENT MANUAL (WWW.GEORGIASTORMWATER.COM) AND THE GEORGIA GREEN GROWTH GUIDELINES (WWW.COASTALGADNR.ORG/CM/GREEN/GUIDE). ADDITIONAL INFORMATION ON GREEN INFRASTRUCTURE CAN BE FOUND AT WATER.EPA.GOV/INFRASTRUCTURE/ GREENINFRASTRUCTURE/INDEX/CFM.

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Prepared By

Prepared For

Sheet Title

Project

EROSION CONTROL NOTES

BRITT AVENUE OVERFLOW PARKING
BRITT AVENUE NORTHWEST | CITY OF NORCROSS, GEORGIA 30071
PIN 6243 001 & 6243 001A | GWINNETT COUNTY

Attachment: City of Norcross Packet ITB PW 25-03 (24-7175 : Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03)

Sheet No.

Revision

5/1/24

A

GEORGIA
REGISTERED
PROFESSIONAL
ENGINEER
ROBERT W. BARCLIFT
89268

GSWCC LEVEL II #: 89269
May 1, 2024

C4.0A

Sheet Number

 GSWCC LEVEL II #: 69269 April 1, 2024 C4.0D	REVISION				Sheet Title EROSION CONTROL NOTES BRITT AVENUE OVERFLOW PARKING BRITT AVENUE NORTHWEST CITY OF NORCROSS, GEORGIA 30071 PIN 6243 001 & 6243 001A GWINNETT COUNTY		Project DOWNTOWN DEVELOPMENT AUTHORITY CITY OF NORCROSS		Prepared For BARCLIFF CONSULTING Civil Engineering Site Planning 404.771.0920 robert@barcliffconsulting.com barcliffconsulting.com		Prepared By

LIMITS OF DISTURBANCE = 0.7 AC

Map unit symbol	Map unit name	Rating
Cfs	Chewalee silt loam, 0 to 2 percent slopes, frequently flooded	B/D —
MCF	Musella cobbly loam, 15 to 45 percent slopes	D
Ub	Urban land-Udorthents complex	
WHD	Wilkes-fredell cobbly complex, 5 to 15 percent slopes	D
Totals for Area of Interest		



EROSION CONTROL LEGEND

SEE LEGEND SHEET C4.0C

EROSION CONTROL NOTES

SEE NOTES SHEET C4.0C

THE SOIL EROSION AND SEDIMENT CONTROL ORDINANCE REQUIRES THAT A 25 FOOT BUFFER ADJACENT TO ALL STATE WATERS BE MAINTAINED (ESCO 109-471(15)). AN EXCEPTION IS GRANTED TO HOMEOWNERS WHO PERFORM MINOR LAND DISTURBING ACTIVITIES SUCH AS HOME LANDSCAPING, HOME GARDENS, REPAIRS AND MAINTENANCE WORK (ESCO 109-452(3)).

SAMPLING INSTRUCTIONS

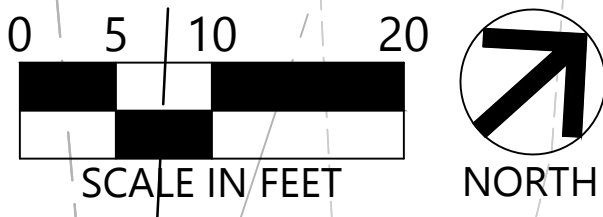
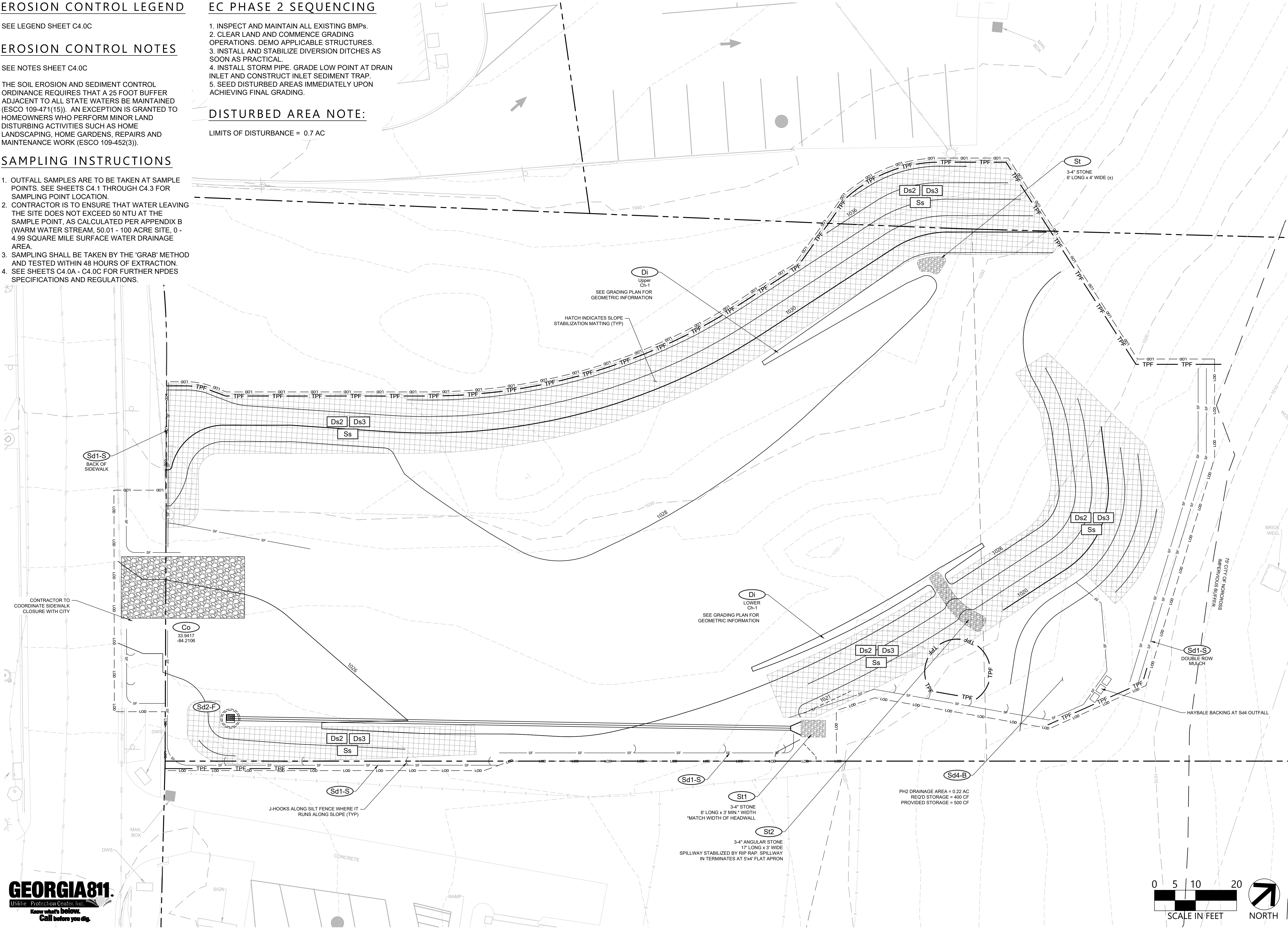
1. OUTFALL SAMPLES ARE TO BE TAKEN AT SAMPLE POINTS. SEE SHEETS C4.1 THROUGH C4.3 FOR SAMPLING POINT LOCATION.
2. CONTRACTOR IS TO ENSURE THAT WATER LEAVING THE SITE DOES NOT EXCEED 50 NTU AT THE SAMPLE POINT, AS CALCULATED PER APPENDIX B (WARM WATER STREAM, 50.01 - 100 ACRE SITE, 0 - 4.99 SQUARE MILE SURFACE WATER DRAINAGE AREA.
3. SAMPLING SHALL BE TAKEN BY THE 'GRAB' METHOD AND TESTED WITHIN 48 HOURS OF EXTRACTION.
4. SEE SHEETS C4.0A - C4.0C FOR FURTHER NPDES SPECIFICATIONS AND REGULATIONS.

EC PHASE 2 SEQUENCING

1. INSPECT AND MAINTAIN ALL EXISTING BMPs.
2. CLEAR LAND AND COMMENCE GRADING OPERATIONS. DEMO APPLICABLE STRUCTURES.
3. INSTALL AND STABILIZE DIVERSION DITCHES AS SOON AS PRACTICAL.
4. INSTALL STORM PIPE. GRADE LOW POINT AT DRAIN INLET AND CONSTRUCT INLET SEDIMENT TRAP.
5. SEED DISTURBED AREAS IMMEDIATELY UPON ACHIEVING FINAL GRADING.

DISTURBED AREA NOTE:

LIMITS OF DISTURBANCE = 0.7 AC



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Project

DOWNTOWN
DEVELOPMENT AUTHORITY
CITY OF NORCROSS

EROSION CONTROL PLAN - PH2

BRITT AVENUE OVERFLOW PARKING
BRITT AVENUE NORTHWEST | CITY OF NORCROSS, GEORGIA 30071
PIN 6243 001 & 6243 001A | GWINNETT COUNTY

REVISION



GSWCC LEVEL II #: 89269

April 1, 2024

C4.2

Sheet Number

EROSION CONTROL LEGEND

SEE LEGEND SHEET C4.0C

EROSION CONTROL NOTES

SEE NOTES SHEET C4.0C

THE SOIL EROSION AND SEDIMENT CONTROL ORDINANCE REQUIRES THAT A 25 FOOT BUFFER ADJACENT TO ALL STATE WATERS BE MAINTAINED (ESCO 109-471(15)). AN EXCEPTION IS GRANTED TO HOMEOWNERS WHO PERFORM MINOR LAND DISTURBING ACTIVITIES SUCH AS HOME LANDSCAPING, HOME GARDENS, REPAIRS AND MAINTENANCE WORK (ESCO 109-452(3)).

SAMPLING INSTRUCTIONS

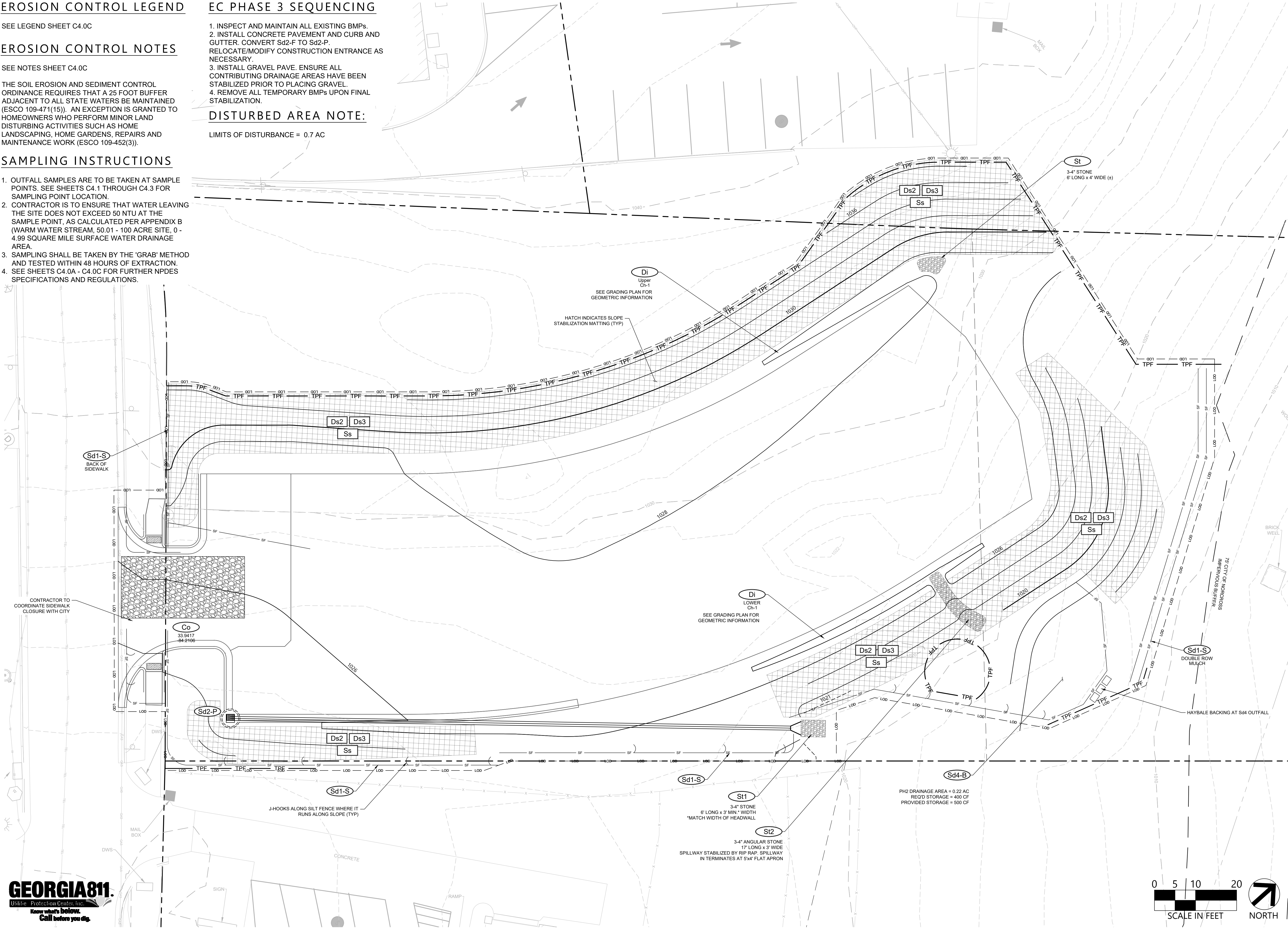
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2. CONTRACTOR IS TO ENSURE THAT WATER LEAVING THE SITE DOES NOT EXCEED 50 NTU AT THE SAMPLE POINT, AS CALCULATED PER APPENDIX B (WARM WATER STREAM, 50.01 - 100 ACRE SITE, 0 - 4.99 SQUARE MILE SURFACE WATER DRAINAGE AREA.
3. SAMPLING SHALL BE TAKEN BY THE 'GRAB' METHOD AND TESTED WITHIN 48 HOURS OF EXTRACTION.
4. SEE SHEETS C4.0A - C4.0C FOR FURTHER NPDES SPECIFICATIONS AND REGULATIONS.

EC PHASE 3 SEQUENCING

1. INSPECT AND MAINTAIN ALL EXISTING BMPs.
2. INSTALL CONCRETE PAVEMENT AND CURB AND GUTTER. CONVERT Sd2-F TO Sd2-P.
3. RELOCATE/MODIFY CONSTRUCTION ENTRANCE AS NECESSARY.
4. INSTALL GRAVEL PAVE. ENSURE ALL CONTRIBUTING DRAINAGE AREAS HAVE BEEN STABILIZED PRIOR TO PLACING GRAVEL.
5. REMOVE ALL TEMPORARY BMPs UPON FINAL STABILIZATION.

DISTURBED AREA NOTE:

LIMITS OF DISTURBANCE = 0.7 AC



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CITY OF NORCROSS

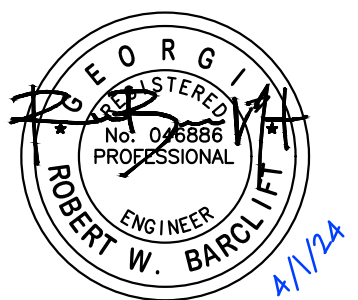
EROSION CONTROL PLAN - PH3

BRITT AVENUE OVERFLOW PARKING
BRITT AVENUE NORTHWEST | CITY OF NORCROSS, GEORGIA 30071
PIN 6243 001 & 6243 001A | GWINNETT COUNTY

Sheet Title

Project

REVISION

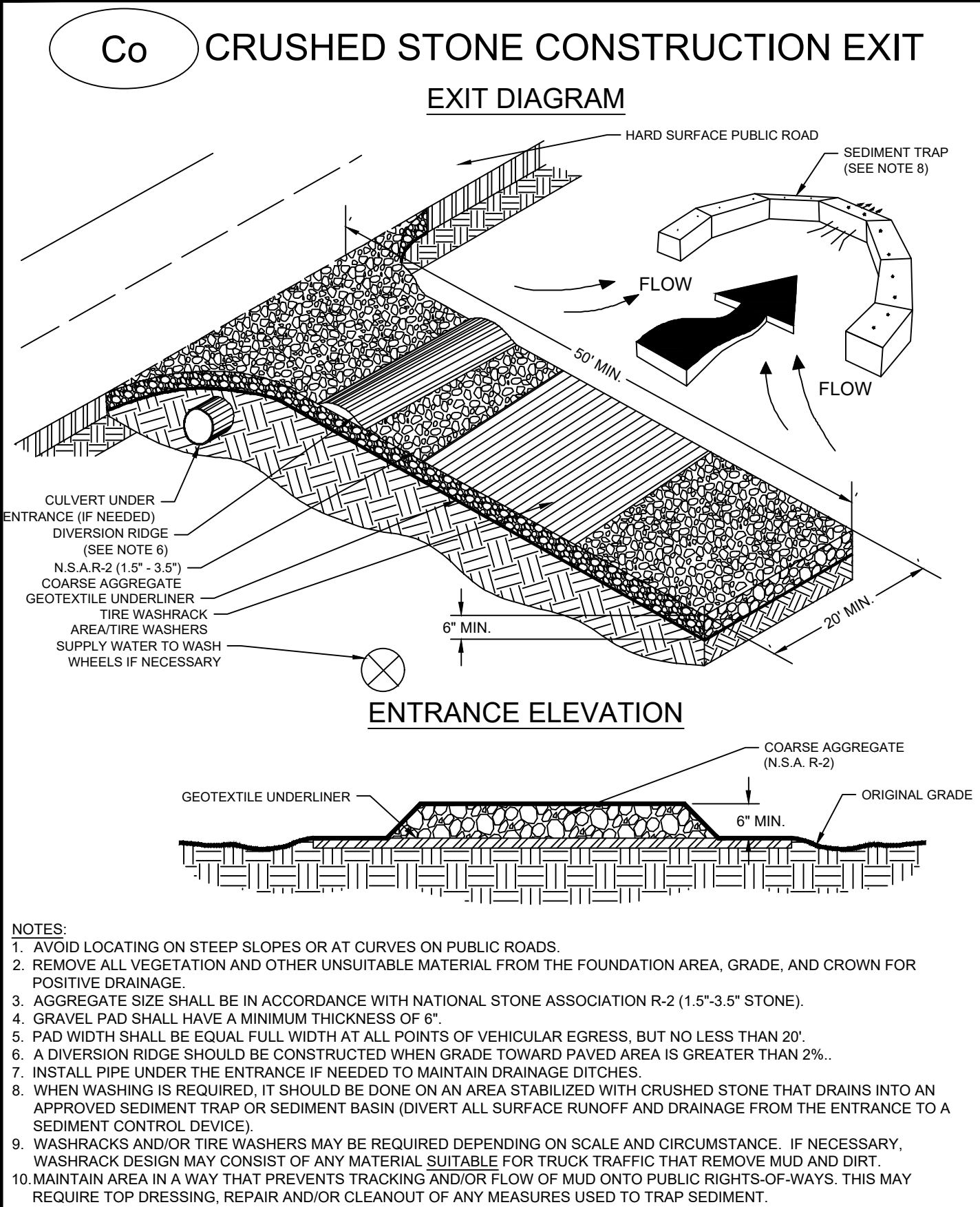


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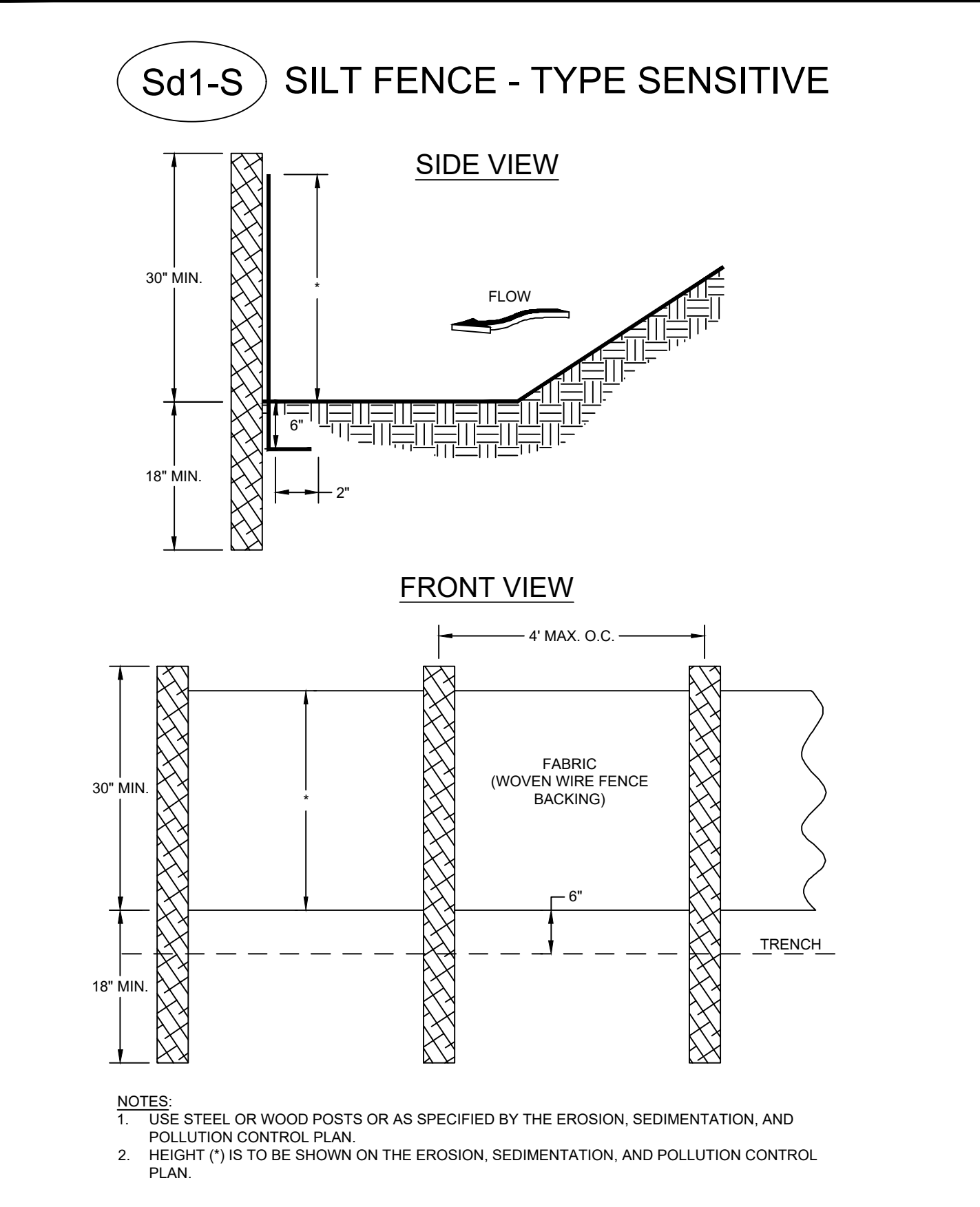
April 1, 2024

C4.3

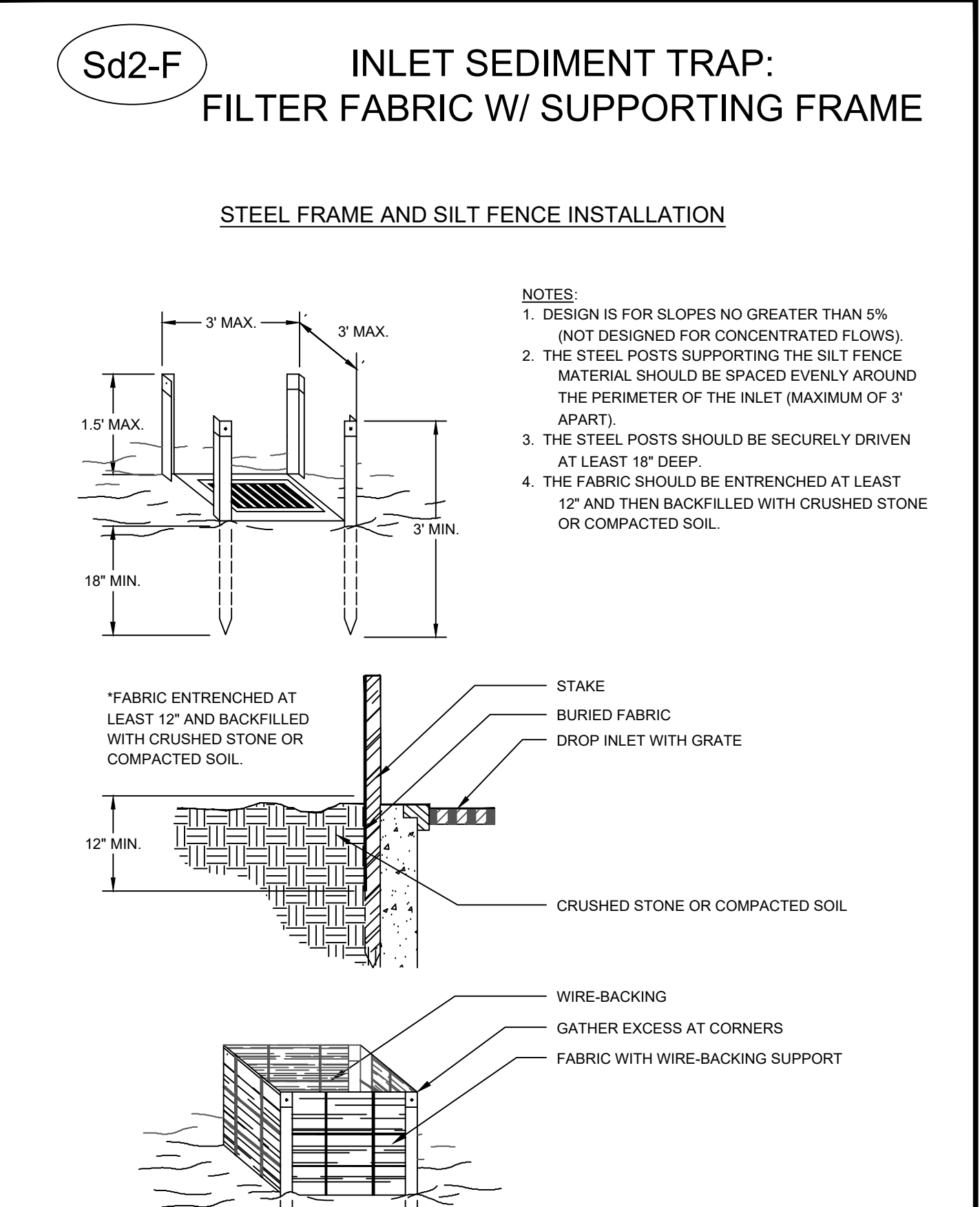
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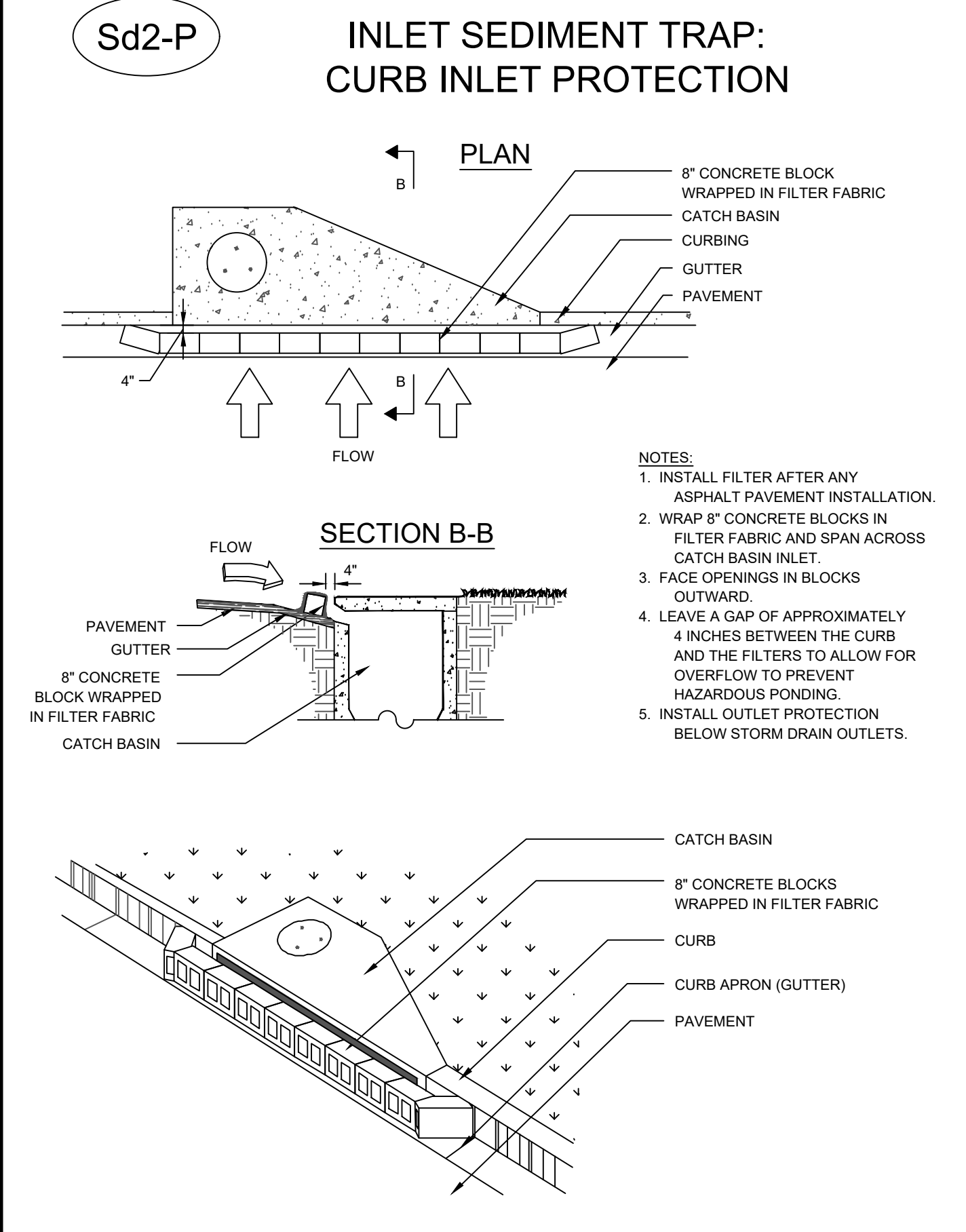
CONSTRUCTION EXIT (Co)



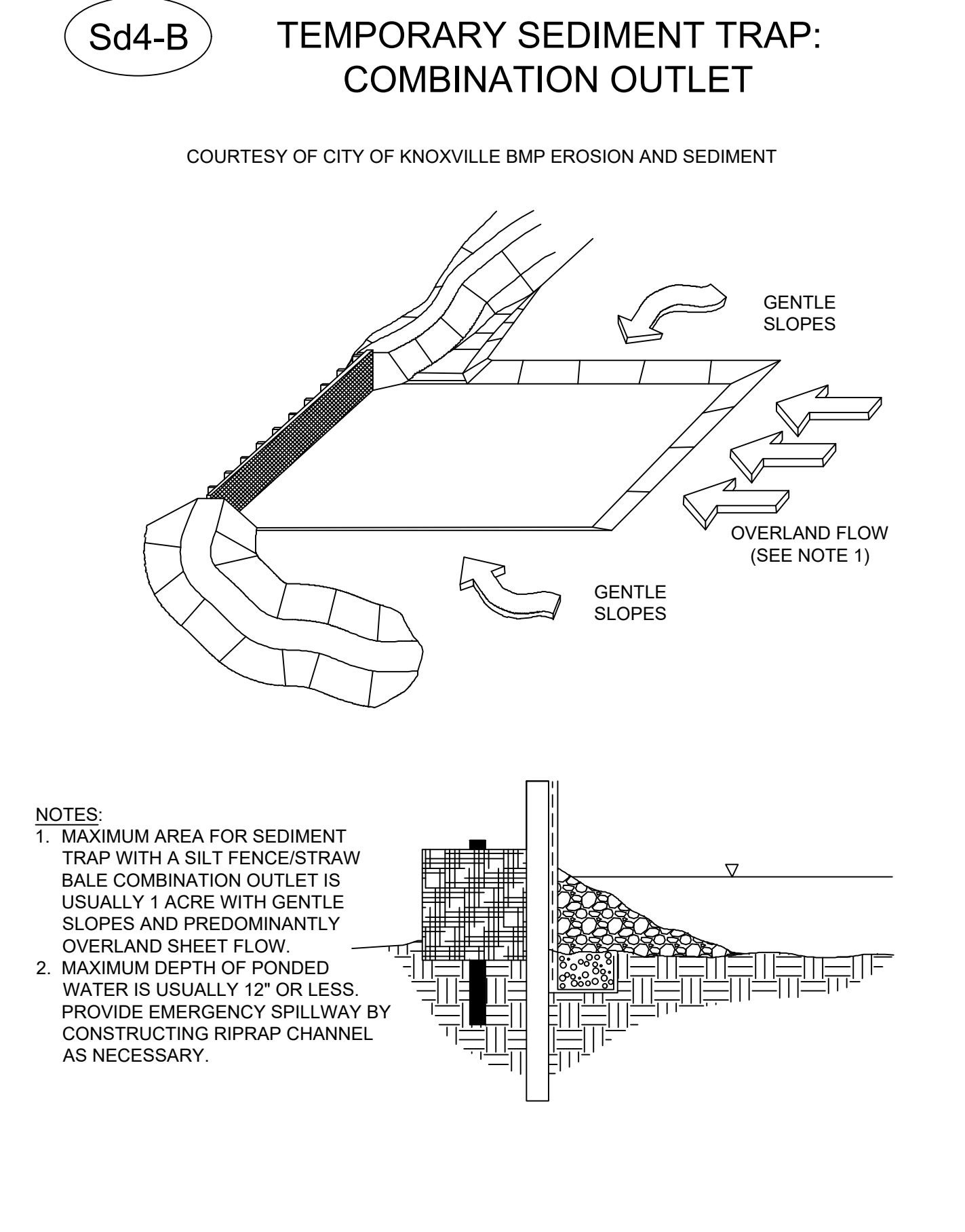
SILT FENCE - TYPE SENSITIVE (Sd1-S)



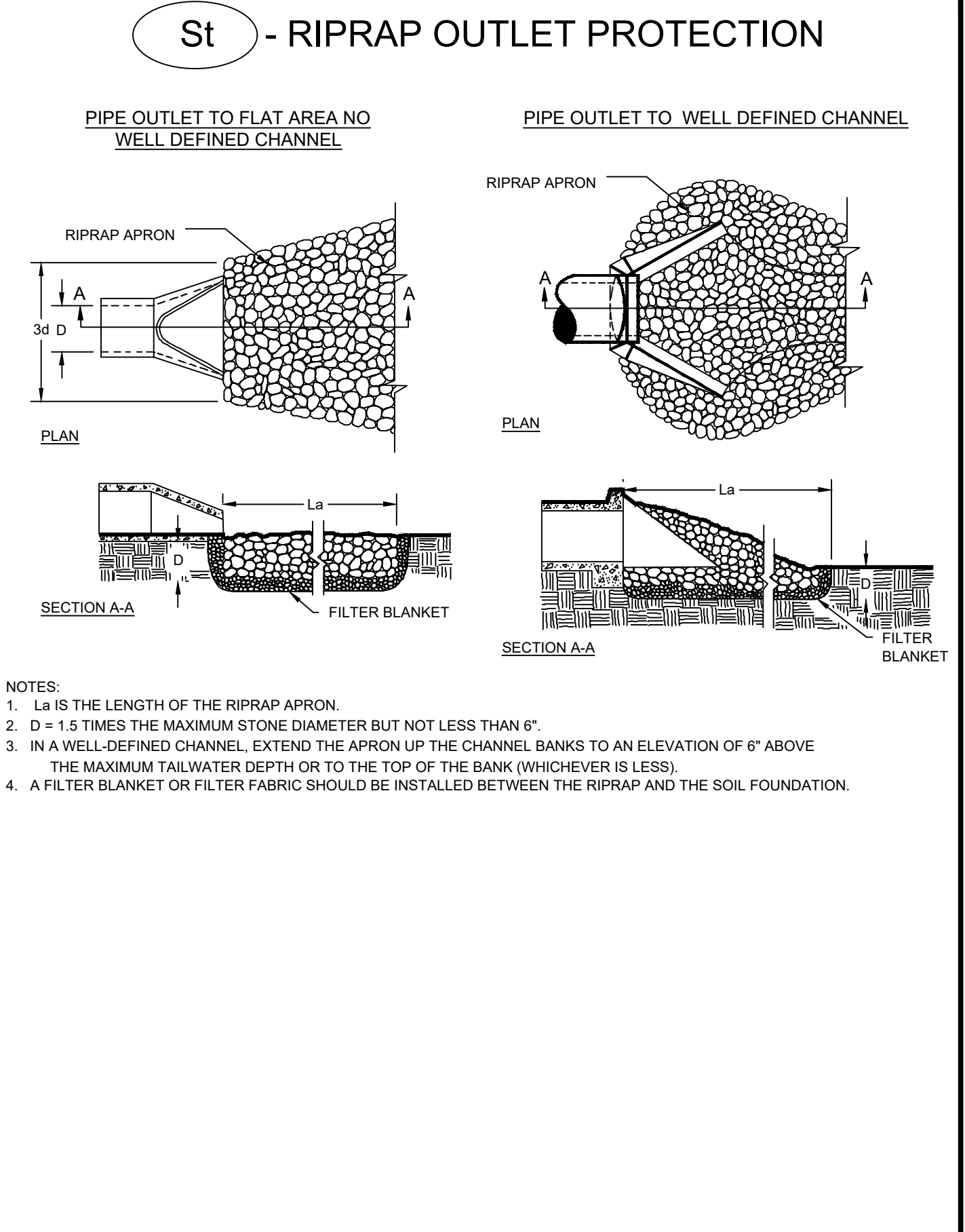
INLET SEDIMENT TRAP - FILTER FABRIC (Sd2-F)



INLET SEDIMENT TRAP - CURB INLET PROTECTION (Sd2-P)



TEMPORARY SEDIMENT TRAP - COMBINATION (Sd4-B)



RIPRAP OUTLET PROTECTION (St)

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CITY OF NORCROSS

Sheet Title

Project

EROSION CONTROL DETAILS

BRITT AVENUE OVERFLOW PARKING
BRITT AVENUE NORTHWEST | CITY OF NORCROSS, GEORGIA 30071
PIN 6243 001 & 6243 001A | GWINNETT COUNTY

Revision

4/1/24

GSWCC LEVEL II #: 89269
April 1, 2024

C4.4
Sheet Number

Attachment: City of Norcross Packet ITB PW 25-03 (24-7175 : Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03)

Packet Pg. 93



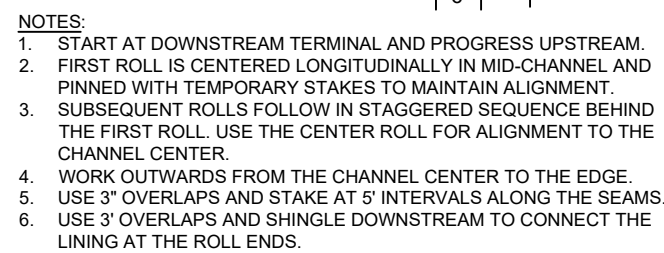
Ds1	MULCHING
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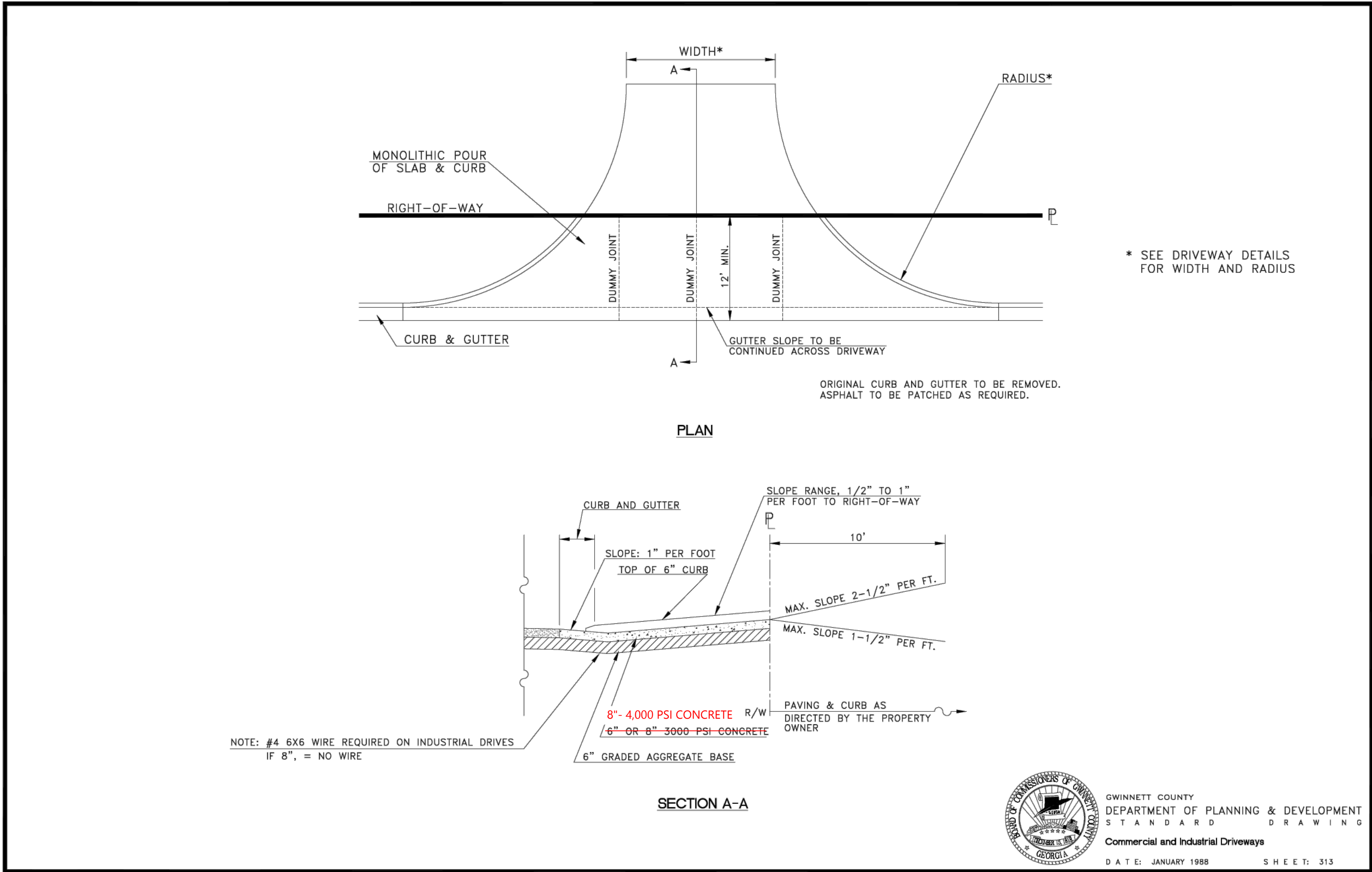
Ds3 PERMANENT SEEDING

Ds2	TEMPORARY SEEDING
-----	-------------------

Ds2	TEMPORARY SEEDING
-----	-------------------

APPLY AGRICULTURAL LIME
AS PRESCRIBED BY SOIL
TESTS OR AT A RATE OF 1-2
TONS PER ACRE

Ds3 | PERMANENT GRASSING SLOPE STABILIZATION (Ss)



TYPICAL GRAVELPAVE2 DETAIL

CHOOSE THIS PRODUCT FOR REINFORCING GRAVEL WEARING SURFACES



BASE COURSE MATERIAL RECOMMENDATION

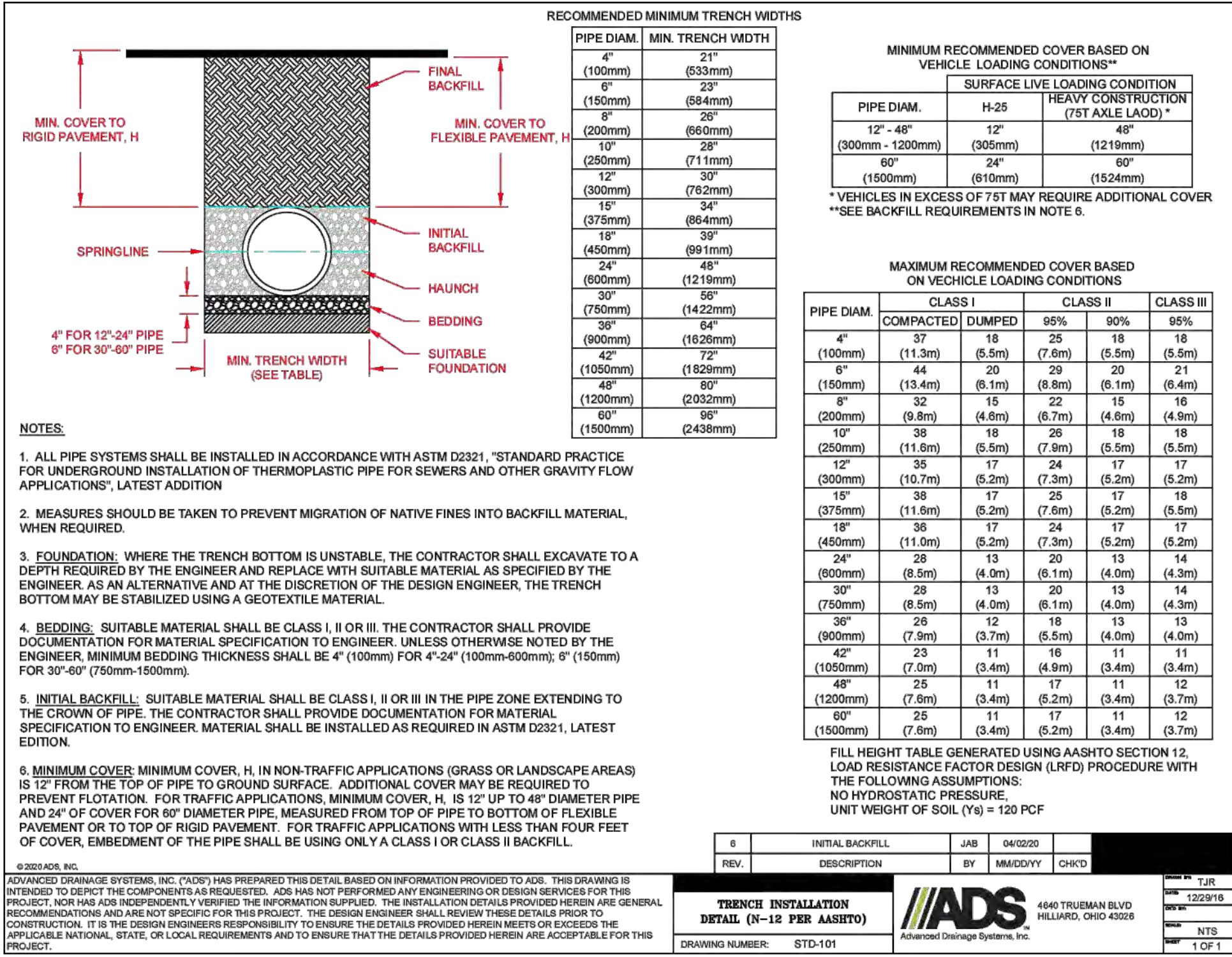
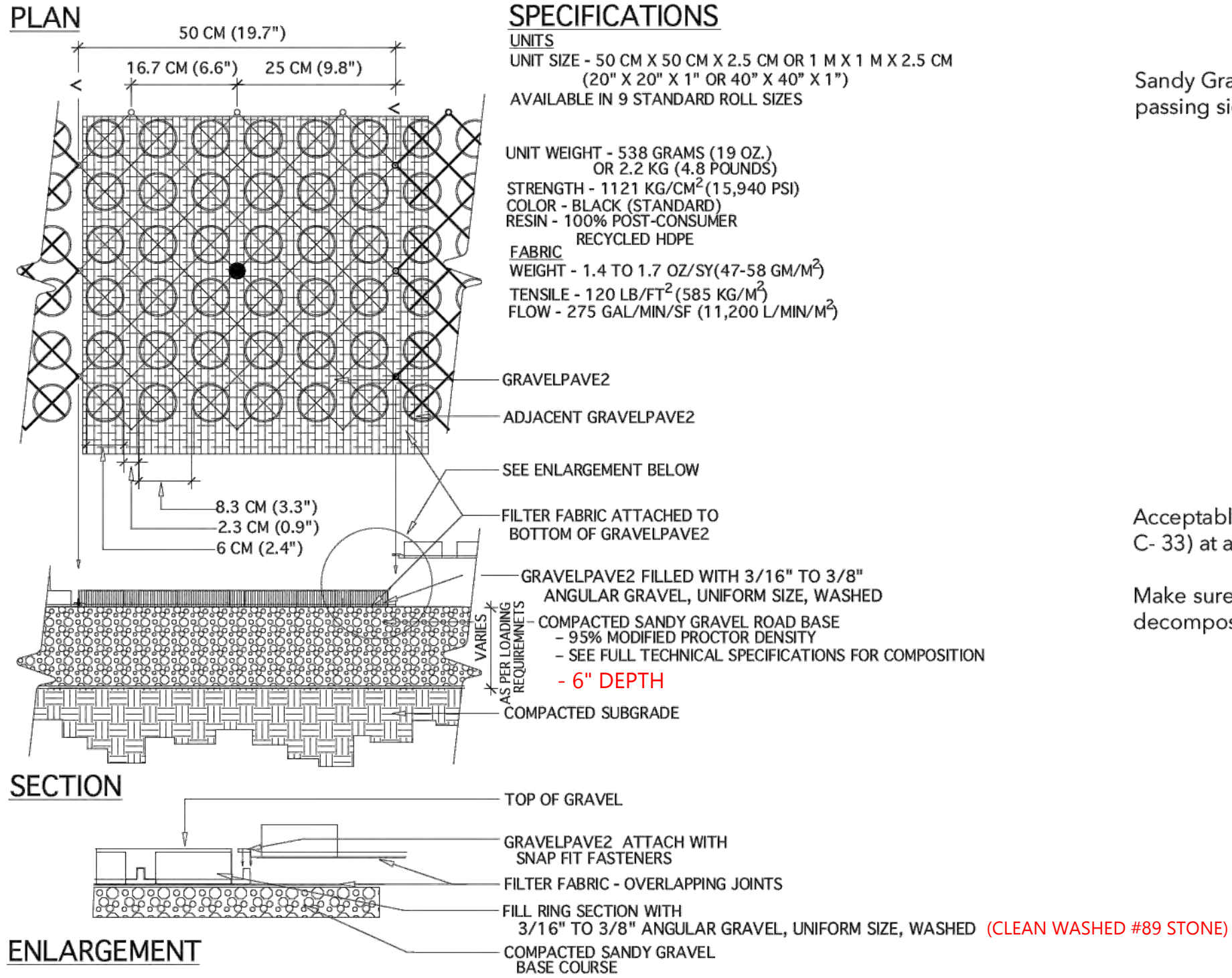
Sandy Gravel material from local sources commonly used for road base construction, passing sieve analysis:

Sieve % Passing

Sieve	% Passing
1"	100
3/4"	80 - 100
3/8"	60 - 80
#4	40 - 60
#10	25 - 40
#40	5 - 25
#200	0 - 5

Acceptable alternate base: AASHTO #57 stone mixed with clean, sharp sand (ASTM C- 33) at a rate of 70% stone to 30% sand for full depth of base.

Make sure to avoid using materials such as recycled asphalt, limestone and decomposed granite, as they will cause problems with the porosity and/or pH levels.

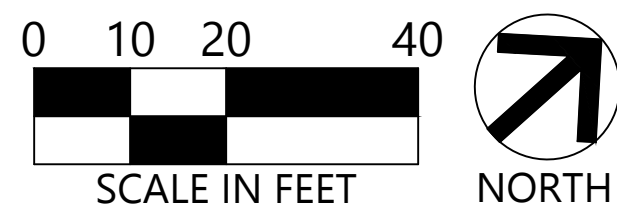




40% TREE CANOPY IS MET WITH EXISTING TREES

 TREE PROTECTION FENCE

1. TREE PROTECTION MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL TREE PROTECTION MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL TREE PROTECTION MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
2. THE OWNER OR HOMEOWNERS ASSOCIATION WILL MAINTAIN TREES THROUGHOUT THEIR LIFE USING BEST MANAGEMENT PRACTICE. MAINTENANCE WITHIN THE FIRST THREE (3) YEARS AFTER PLANTING WILL INCLUDE WATERING, MULCHING, AND PRUNING. THE OWNER OR HOMEOWNERS ASSOCIATION SHALL REPLACE ANY PLANTED TREE WHICH DIES DURING THE FIRST THREE YEARS.
3. DECIDUOUS TREES SHALL BE AT LEAST 2-1/2 INCHES IN DIAMETER AND EVERGREEN TREES SHALL BE AT LEAST 6 FEET IN HEIGHT AT TIME OF PLANTING.
4. AN APPROVED RESIDENTIAL DRAINAGE PLAN (RDP) IS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT ON THOSE LOTS LABELED "RDP". AN APPROVED HOLD AND RELEASE AFFIDAVIT IS REQUIRED ON THOSE LOTS LABELED "RDP" OR RESIDENTIAL DRAINAGE STUDY (RDS). AN ELEVATION CERTIFICATE IS REQUIRED ON LOTS LABELED "RDP-E" AND "RDS-E".
5. TOPPING TREES IS NOT ALLOWED. TREES REMOVED OR HAVING THEIR TOPS CUT AFTER COMPLIANCE WITH THIS ORDINANCE SHALL BE REPLACED WITH THE EQUIVALENT INCHES OF REMOVED TREES.
6. A COMMERCIAL APPLICATOR LICENSE AND A PESTICIDE CONTRACTOR LICENSE ARE REQUIRED BY THE CONTRACTOR IF THE USE OF HERBICIDES ARE NECESSARY FOR NOXIOUS PLANT MATERIAL REMOVAL.
7. APPROVAL OF THESE PLANS DOES NOT CONSTITUTE APPROVAL BY THE CITY OF NORCROSS OF ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY WETLAND DISTURBANCE.
8. PER ARTICLE 8, SECTION 8.2.6.B OF THE DEVELOPMENT REGULATIONS, IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN ANY DETENTION FACILITY CONSTRUCTED ON THEIR PROPERTY AND TO ENSURE THE FACILITY IS FREE OF OBSTRUCTION, SILT, OR DEBRIS.
9. A ONE YEAR WARRANTY LETTER OR MAINTENANCE BOND TO COVER REQUIRED LANDSCAPING MUST ALSO BE SUBMITTED WITH THE CERTIFICATE OF DEVELOPMENT CONFORMANCE PACKAGE.
10. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH PROTECTIVE FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
11. THINNING IS ALLOWED AND MAY INCLUDE MANUAL REMOVAL OF NON-SPECIMEN TREES WITHIN THE CRITICAL ROOT ZONE OR DRIP-LINE OF THE SPECIMEN TREE IN THE LANDSCAPE INSTALLATION PHASE OF DEVELOPMENT ONLY. THINNING INCLUDES MANUAL REMOVAL (NO MOTORIZED/ WHEELED OR TRACK VEHICLES ALLOWED WITHIN THE CRITICAL ROOT ZONE OF THE SPECIMEN TREE).
12. NON-VEGETATIVE MATERIAL TO BE REMOVED MANUALLY.



MOORE
URBAN FORESTRY

151 WOODS ROAD
CLAYTON, GEORGIA 30525
(770) 530-4114
mmoore@mooreurbanforestry.com

PREPARED FOR:

Barclift Consulting

(404) 771-0920

robert@barcliftconsulting.com

PROJECT NAME:

Britt Avenue Overflow
Parking

TASK:

Tree Survey



PROJECT INFORMATION:

Britt Avenue Overflow Parking

Project Name

Project Number

Britt Avenue Northwest

Project Address

Land Lot No.(s)

District

City of Norcross, Gwinnett County, GA

Municipality

DATE

REVISION

No.

1

2

3

4

5

6

7

8

9

TVM
DESIGN

AS SHOWN
SCALE

FS
DRAWN

T1

TVM
CHECKED

SHEET

1/25/2024
DATE

PROJECT No.

Specimen Tree Survey Data

Specimen Tree ID Number	Size (Inches) DBH	Type (Common Name)	Description (Identification Criteria)	Condition Summary (Excellent, Good, Fair, Poor, Dead)	Not a Specimen (X)
1	31	Red Maple	Rot, Included Bark	Poor	X
2	31	Water Oak	Rot, Included Bark	Poor	X
3	28	Pecan	Included Bark	Poor	X

Description Legend

incl	Included Bark
fl	Slime Flux
ff	Fusiform Rust
mdl	Minor Dead Limbs (fair)
MDL	Major Dead Limbs (poor)
mech dam	Mechanical Damage
rot	Rot
wire	Embedded Wire

Tree Legend

bc	Black Cherry	<i>Prunus serotina</i>
be	Boxelder	<i>Acer negundo</i>
bwlo	Black Willow	<i>Salix nigra</i>
bw	Black Walnut	<i>Juglans nigra</i>
elm	American Elm	<i>Ulmus americana</i>
llp	Loblolly Pine	<i>Pinus taeda</i>
mag	Southern Magnolia	<i>Magnolia grandiflora</i>
mm	Mimosa	<i>Mimosa tenuiflora</i>
rm	Red Maple	<i>Acer rubrum</i>
pec	Pecan	<i>Carya illinoensis</i>
sy/syc	Sycamore	<i>Platanus occidentalis</i>
wo	White Oak	<i>Quercus alba</i>
wto	Water Oak	<i>Quercus nigra</i>

Scientific/Latin

There are 3 specimen sized trees on site. 0 were found to be specimen quality. Trees are flagged with green and white tape approximately 4.5 feet above the ground. The tape indicates their number, DBH, species and condition. I am not aware of any wells located on the site.

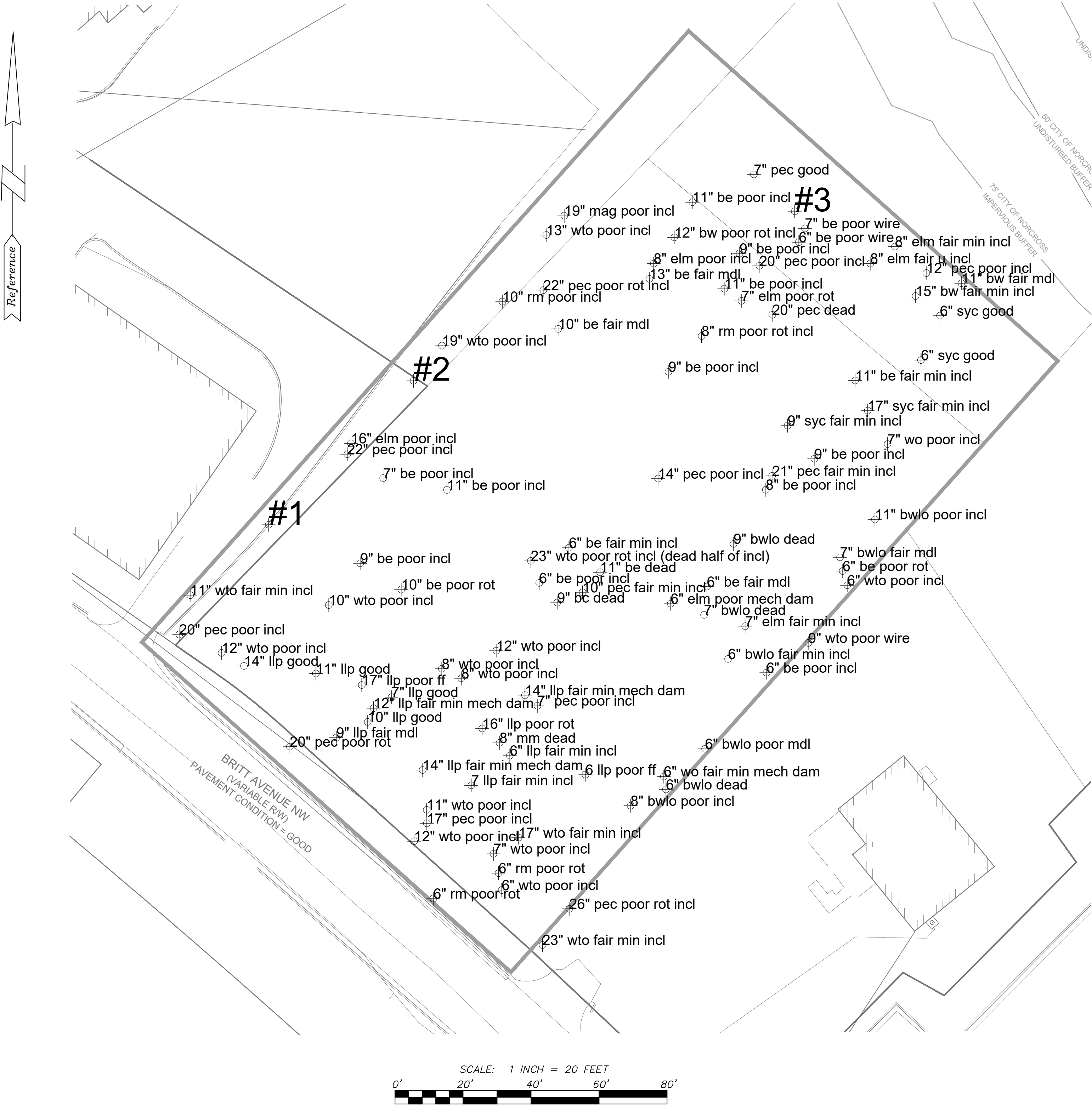
#1



#2



#3



APPENDIX C
ITB PW 25-03
BID FORM

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

Project Name: _____

Total Bid: \$ _____

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: _____

Authorized Representative: _____

Firm Address: _____

Phone Number: _____

APPENDIX D

ITB PW 25-03

STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

About the Firm:

- a. Name of Bidder:
- b. Permanent main office address, email address, & pertinent contact numbers:
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. With what bank do you do business?
NOTE: Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, or other financial documents or reporting *may* be requested by City. If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected.

Experience:

- f. Attach a list of 3-5 similar projects completed in the last 5 five years.
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. How long do you warrant a project?

- n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

- o. Implementation plan and timeline for the project
- p. List your major equipment available for this contract.
- q. List any subcontractors whom you would expect to use for the contract.

APPENDIX E
ITB PW 25-03
REFERENCE FORM

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

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

Alternatively, Bidders are welcome to provide four (4) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

References for _____

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX F
ITB PW 25-03
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

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

☐ No addenda were received:

Acknowledged for: _____
(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date

APPENDIX G

ITB PW 25-03 PACKET

CHECKLIST

FIRM NAME: _____

PROJECT: _____

DATE: _____

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

_____ Packet Checklist (attached to bid package)

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

Bid Package Components:

_____ Statement of Qualifications and Equipment (Appendix D)

_____ Bid Form (Appendix C)

_____ References (Form provided in Appendix E or in letter form)

_____ Acknowledgement of Addenda Form (Appendix F)

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

_____ Certificate of Liability Insurance

_____ [E-Verify Contractor & SAVE Affidavits](#)

Mail or deliver to:
 Charlene Marsh
 City of Norcross Public Works Department
 345 Lively Avenue
 Norcross, GA 30071
 ITB PW 25-03 – BRITT AVENUE OVERFLOW PARKING LOT

Attachment: City of Norcross Packet ITB PW 25-03 (24-7175 : Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03)



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

City of Norcross

Legislation Details (With Details)

File #:	24-7070	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Pocket Parks/Outdoor Dining Areas on Jones Street		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Pocket Parks-Outdoor Dining Areas on Jones Street 11-18](#)
2. [Dimensional Design Estimate with Options](#)
3. [Pocket Parklet Designs and Renderings](#)

Title

Pocket Parks/Outdoor Dining Areas on Jones Street

Drafter

Len Housley



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

Agenda Report

To: Mayor and Council

From: Len Housley, Director of Public Works

Meeting Date: November 18, 2024 – Policy Work Session

Item No.: 24-7070

Title: Pocket Parks/Outdoor dining areas on Jones Street

CC: Eric Johnson, City Manager

Recommendation

Approve pocket park (Parklets) proposal and associated funding for construction with Trex/Timber Teck.

Background

During the 21 October 2024 Policy Work Session, the Council requested renderings and the option to add 1 4th parking space on Jones Street in front of Iron Horse. Vendor rendering options and cost proposals will be ready for presentation at the 18 November 2024 PWS.

Dimensional Design provided rendering proposals and costs (See attachments).

Financial Impact: \$2,500 Design and Renderings. \$22,900-26,500 for 3 spaces and an additional \$7,630 for 1 space in front of Iron Horse.

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

- Dimensional Design Cost Estimate
- Pocket Parklet Designs and Renderings



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

Next Steps

Approve pocket park concept and funding.

Update

DIMENSIONAL DESIGN

Client: City of Norcross / Donald Maxwell
 Proposal: V1
 Date: 10.15.2024

Description: Three street decking sections along the curb at 17 Jones Street in Norcross. Each section is basically a parking spot. The total area will be approximately 60' x 9'. This will be a standard, but nice-looking deck. Each section will have 3' railing all the way around and a single opening to the curb. Seating will be along the railing of each section.

Design:

- Two design concepts presented in rendering plus refinements
- \$ 2,500

Production:

Option 1:

- Built from Trex or TimberTeck
- \$ 22,900 to \$ 26,500

Option 2:

- Built from 1" pressure treated lumber with Valspar or Behr's deck stain or paint
- \$ 19,400 to \$ 22,700

Miscellaneous items:

- If you choose treated lumber, then we will require an additional six weeks to fully dry the wood prior to painting
- Taxes are not included in the price
- Deposit of 50% is required at the time of the order, the balance is due upon completion
- FOB: DD

Thank you for the opportunity to work with you and your team

DIMENSIONAL DESIGN

2150 Boggs Road, Suite 680, Duluth, GA 30096
 T: 678.376.1550 F: 678.376.1581 www.dimensionaldesign.net

DIMENSIONAL DESIGN

CITY OF NORCROSS PARKLETS

v1: 11.14.2024



THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF DIMENSIONAL DESIGN. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF DIMENSIONAL DESIGN IS PROHIBITED.



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

City of Norcross

Legislation Details (With Details)

File #:	24-7176	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Storm Water Pipe Repair and Relining on Hammond Drive		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Storm Water Pipe Repair and Relining on Hammond Drive](#)
2. [Dickerson Quote](#)
3. [Civil Constuction and Utilities LLC - Quote](#)
4. [Photos 5946 Hammond Drive](#)

Title
Storm Water Pipe Repair and Relining on Hammond Drive

Drafter
Donald Maxwell



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

Agenda Report

To: Mayor and Council
From: Donald Maxwell, Roads & Stormwater Superintendent
Meeting Date: November 18, 2024 – Policy Work Session
Item No.: 24-7176
Title: Storm Water Pipe Repair and Relining on Hammond Drive
CC: Eric Johnson, City Manager

Recommendation

Approve underground stormwater repairs on Hammond Drive.

Background

The Stormwater Department is making a recommendation of replacing a failing 36 Inch Pipe that is 60 Years old that has caused sinkholes at 5946 Hammond Drive. Adding a Junction Box where a 18 Inch pipe is just cut into the 36 Inch Line. Adding a Drop Inlet to tie back into 36 Inch Line. Then CIPP reline rest of 36 Inch Pipe thru property of 5956 Hammond Drive up to Lanier Blvd. and relining 18 Inch pipe to New Junction Box. Public Works has received two quotes which are attached, and Dickerson is the Lowest.

During the past few years, Public Works has tried to repair this aging line. However the property owner would not Sign Agreement for Right of Entry do to the wording of the legal form. ICW City Attorney's office, a revised Right of Entry Agreement has been prepared. This issue is now a must repair situation due to sinkholes developing on Property.

Financial Impact:

\$86,975.78 taken from Stormwater Infrastructure 500-54320.541400

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

- Dickerson Quote
- Civil Constuction and Utilities LLC - Quote
- Photos 5946 Hammond Drive

Next Steps: Approve Vendor for repairs

Update



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

Next Steps: Approve Vendor for repairs

Update

		CITY OF NORCROSS 5990 HAMMOND DR. PIPE REPLACEMENT ESTIMATE				
	DATE: 9/12/24					
BID ITEM	SPECIFICATION SECTION	DESCRIPTION	UNIT		UNIT PRICE	QTY
		SECTION A (COMMON CIVIL WORK)				
		Exploration and Removal Items				
5	02 42 11	Debris removal	CY	15	\$ 40.00	\$600.00
		Clearing and Earthwork				
17	31 23 00	Borrow excavation	CY	30	\$ 40.00	\$1,200.00
18	31 23 00	Spoil removal	CY	30	\$ 40.00	\$1,200.00
20	31 23 00	Classified stone (#57, #5, #4, crusher run, gab, etc.)	TON	126	\$ 78.03	\$9,831.78
		Erosion and Sediment Control				
24	31 25 00	Silt fence type c, complete	LF	50	\$ 4.00	\$200.00
		Site Restoration and Landscaping				
39	32 92 00	Permanent seeding complete	SY	1467	\$ 2.00	\$2,934.00
		Storm Line Television Inspection (For Pipe Investigation Only)				
51		Storm Line TV Inspection	LF	155	\$ 5.00	\$775.00
		Storm Line Cleaning				
54	33 41 13	18" pipe - light	LF	40	\$ 6.00	\$240.00
58	33 41 13	36" pipe - light	LF	115	\$ 6.00	\$690.00
		Point Repairs				
105		Internal pipe point repairs Includes cutting, trimming, jacking, etc.	LF	10	\$ 178.50	\$1,785.00
118	33 41 13	18" aluminum coated	LF	5	\$ 60.00	\$300.00
126	33 41 13	36" aluminum coated	LF	5	\$ 80.00	\$400.00
206	33 41 13	36" smooth lined corrugated high denisty polyethylene (HDPE) pipe	LF	100	\$ 85.00	\$8,500.00
226	33 49 13	Complete manhole, Juntion Box	VF	8	\$ 1,000.00	\$8,000.00
229	33 49 13	Complete drop inlet, Pedstal Top	VF	8	\$ 1,000.00	\$8,000.00
		Roadway Restoration				
275	34 71 10	Driveway restoration, 6" concrete	SY	45	\$ 95.00	\$4,275.00

		Styrene Free Cured In Place pipe Liner, Finished Thickness (12' or Less Depth) Steam Cured				
382		18" pipe - 9.0mm	LF	40	\$ 143.00	\$5,720.00
386		36" pipe - 16.5mm	LF	115	\$ 255.00	#####
		Inversion setup				
396		Inversion setup charge 12" -36" CIPP	EA	2	\$ 1,500.00	\$3,000.00
						\$86,975.78

Civil Construction & Utilities LLC PO BOX 902 Jefferson, Georgia 30549					Customer : Job Name : Contact : Email : Phone :		City of Norcross 5946 Hammond Drive Donald Maxwell donaldt.maxwell@nccrossga.net 770-710-6483		Estimate :# Date : 11/1/24 Purchase Order #	
Phone - 770-560-9026										

Item	Description	Qty	Unit	Total	Total	Qty Completed	Total Billed
	36" HDPE Pipe Install	70	Linear Feet	\$170.00	\$11,900.00		
	Pedestal Top New	1	Each	\$10,500.00	\$10,500.00		
	Junction Box Installation New	1	Each	\$10,500.00	\$10,500.00		
	Driveway Replacement - 4" Thick	60	Syds	\$110.00	\$6,600.00		
	Sidewalk Removal and Replacement	6.5	Syds	\$85.00	\$552.50		
	Sod Replacement	290	SYD	\$20.00	\$5,800.00		
	Tree Removal	1	Lump Sum	\$1,000.00	\$1,000.00		
	Mobilization	1	Lump Sum	\$4,000.00	\$4,000.00		
	Shoring	1	Lump Sum	\$2,500.00	\$2,500.00		
	Grading Complete - Incl. Removal of debris	1	Lump Sum	\$9,550.00	\$9,550.00		
	Catchbasin Modification on Lanier Blvd for access	1	Lump Sum	\$3,750.00	\$3,750.00		
					\$66,652.50		
	CIPP - SPINCAST						
	CIPP 18" CMP	30	Linear Feet	\$358.00	\$10,740.00		
	CIPP 36" CMP	124	Linear Feet	\$378.00	\$46,872.00		
	CCTV & Light Cleaning 36" Dia	30	Linear Feet	\$21.50	\$645.00		
	CCTV & Light Cleaning 18"-24" Dia	124	Linear Feet	\$23.00	\$2,852.00		
*	Includes 1 Mobilization				\$61,109.00		
	36" Geo, 1.00" Thick, In Lieu of 36" CIPP	124	Linear Feet	\$354.00	\$43,896.00		
*	Includes 1 Mobilization						
*	Engineer Stamped Geopolymer Design Add \$2000.00						

Jason Freeland - President
Jason@CC-U.Net
Cell - 770-560-9026

This agreement is entered and agreed upon
details of the estimate provided.
All estimates are valid 30 day upon receipt

Accepted: _____

Customer : _____

Date : _____

Payment Terms
Net 30

5946 Hammond Drive



Attachment: Photos 5946 Hammond Drive (24-7176 : Storm Water Pipe Repair and



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

City of Norcross

Legislation Details (With Details)

File #:	24-7122	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Homestead Exemptions and First-Time Homebuyers Incentive		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Homestead Exemptions and First-Time Homebuyers Incentive](#)
2. [Homestead Act](#)
3. [First Time Homebuyers](#)

Title

Homestead Exemptions and First-Time Homebuyers Incentive

Drafter

Councilmember Matt Myers



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

Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: November 18, 2024 – Policy Work Session

Item No.: 24-7122

Title: Homestead Exemptions and First-Time Homebuyers Incentive

CC: Eric Johnson, City Manager

Recommendation Direct the City Manager and City Attorney to prepare legislation needed to authorize an increase in the City's existing homestead exemption from \$9,000 to \$45,000 and, for those age 65 or older, increase the exemption from \$18,000 to \$90,000; and, to direct the City Manager and City Attorney to develop a first-time homebuyers incentive program that would add to Gwinnett County's existing Homestretch Down Payment Assistance Program for first-time Norcross homebuyers that would refund City property taxes for up to three years.

Background The City has not adjusted two existing homestead exemptions for many years: a basic \$9,000 exemption, and an \$18,000 exemption for seniors. For the age-based exemption, if there are multiple owners, only one person needs to be age-eligible to qualify. The City obtains information on eligibility from Gwinnett County each year. For the age-restricted exemption, only one individual named on the deed as an owner needs to meet the age restriction.

Since the exemption is applied to 40% of the assessed value, a \$90,000 exemption would offset all taxes on a property assessed up to \$225,000.

The Homestretch Down Payment Assistance Program provides down payment assistance to income-eligible, first-time homebuyers who have the capacity to purchase a home but lack the money needed for a down payment. The County program offers down payment assistance up to \$10,000 as a five-year deferred payment loan with 0% interest. The loan does not need to be repaid as long as the funded homebuyer occupies their home as their principal residence for a period of at least five years. The proposed Norcross incentive would be to refund/credit each of the first three City property tax payments one year after payment.

The proposed changes would need to be approved by the Georgia legislature, signed by the Governor, and then approved by City referendum. If the legislation can be approved in the 2025 legislative session, a referendum could be held during 2025. Depending on the date of the referendum, the changes could be effective for September 2025 tax bills or September 2026 tax bills.

A local incentive for first-time homebuyers allows the City to encourage homebuyers eligible for the County incentive to locate within City boundaries in order to maximize the total incentives they are eligible to receive on their first home.

Financial Impact The annual cost will be subject to eligible residents. The City sets the millage rate each year based on the tax digest. At the current millage rate, the existing exemptions reduce tax revenue by about \$106,000 for the basic exemption, and by \$60,500 for the age-based exemption, for a total of \$166,500. There are 1,889 basic exemptions and 538 age-based exemptions. The additional cost of the proposed changes would be four times those dollar amounts, or a total of about \$667,000. The millage equivalent for the higher exemptions would be about 0.4 mills, based on a millage rate of 6.249 mills. The existing exemptions are roughly equal to 0.1 mill.

The first-time homebuyer incentive would be limited if applied after the increase in exemptions. For example, a house assessed at \$300,000 would have a taxable value of \$120,000, of which the proposed exemption would offset \$45,000. The resulting taxes would be about \$468 based on the current millage rate. The exemption would not apply to the annual stormwater or solid waste fees. The financial impact could be limited by capping the number of eligible homebuyers in any year and eligibility would end after three years.

Consistent with Comprehensive Plan? Goal 6 - Furthers the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps On approval, the legislation would be prepared and the homebuyer program details would be developed.

Attachments None.

A BILL TO BE ENTITLED

AN ACT

1 To amend an act providing homestead exemption from certain City of Norcross ad valorem taxes
2 for municipal purposes, approved March 20, 1990 (Ga. L. 1990, p. 3941) so as to modify the
3 amount of a homestead exemption from City of Norcross municipal purposes in the amount of
4 \$45,000.00 of the assessed value of the homestead for residents of that city; to modify the amount
5 of the homestead exemption from city ad valorem taxes for residents of the City of Norcross who
6 are 65 years of age or older or, as of December 31, 2025, are 62 years of age or older and who own
7 and occupy their residences to \$90,000.00; to provide for compliance with constitutional
8 requirements; to provide for a referendum, effective dates, automatic repeal, mandatory execution
9 of election, and judicial remedies regarding failure to comply; to repeal conflict laws; and for other
10 purposes.

11 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

12 **SECTION 1**

13 An Act providing a homestead exemption from certain City of Norcross ad valorem taxes approved
14 March 20, 1990 (Ga. L. 2000, p. 4285) is amended by revising Section 2, subsection (a) as follows:
15 “(a) Each resident of the City of Norcross is granted a homestead exemption from all City of
16 Norcross ad valorem taxes for municipal purposes except for ad valorem taxes to pay interest on
17 and to retire municipal bonded indebtedness in the amount of \$45,000.00 of the assessed value of
18 the homestead. The value in excess of such exempted amount shall remain subject to taxation.”

Attachment: Homestead Act (24-7122 : Homestead Exemptions and First-Time Homebuyers Incentive)

A BILL TO BE ENTITLED

AN ACT

SECTION 2

An Act providing a homestead exemption from certain City of Norcross ad valorem taxes approved March 20, 1990 (Ga. L. 2000, p. 4285) is amended by revising Section 2, subsection (b) as follows:

“(b) Each resident of the City of Norcross who is 65 years of age or older or who, as of December 31, 2025, is 62 years of age or older is granted a homestead exemption from all City of Norcross ad valorem for municipal purpose except for ad valorem taxes to pay interest on and retire municipal bonded indebtedness in the amount of \$90,000.00 of assessed value of the homestead. The value in excess of exempted amount shall remain subject to taxation. The additional exemption granted by this section shall be claimed, administered, and returned as provided in Code Section 48-5-50.1 of the O.C.G.A., but the governing authority of the City of Norcross may grant the exemption authorized by this section without further application to any resident of the City of Norcross who qualifies therefor as shown on the previously existing tax records of the City of Norcross. The additional homestead exemption granted by this section shall apply to all taxable years beginning after December 31, 2025.

SECTION 3

In accordance with the requirements of Article VII, Section II of the Constitution of the State of Georgia, this ACT shall not become law unless it receives the requisite two-thirds’ majority vote in both the Senate and House of Representatives.

A BILL TO BE ENTITLED

AN ACT

SECTION 4

The Municipal election superintendent of the City of Norcross shall call and conduct an election as provided in this section for the purpose of submitting this Act to the electors of the City of Norcross for approval or rejection. The municipal election superintendent shall conduct that election in concurrence with the municipal general election in November, 2025. The Municipal election superintendent shall cause the date and purpose of the election to be published once a week for two weeks immediately preceding the date thereof in the official organ of Gwinnett County. The ballot shall have written or printed the words:

() YES Shall the Act be approved which provides a homestead exemption from City of Norcross ad valorem taxes for municipal purpose in the amount of \$45,000.00 of assessed value for residents of the city?

() NO

() YES Shall the Act be approved which provides a homestead exemption from City of Norcross ad valorem taxes for municipal purpose in the amount of \$90,000.00 of the assessed value for residents of that city who are 65 years of age or older or, as of December 31, 2025, are 62 years of age or older?

() NO

A BILL TO BE ENTITLED

AN ACT

58

59 All persons desiring to vote for approval of any of the above acts shall vote “Yes” and all person
60 desiring to vote for rejection of the Act shall vote “No.” If more than one-half of the votes cast on
61 such question are for approval of the Act, Section 1 of this Act shall become of full force and effect
62 on January 1, 2026. If the Act is not so approved or if the election is not conducted as provided in
63 this section, Section 1 of this Act shall not become effective, and this Act shall be automatically
64 repealed on the first day of January immediately following that election date. The expense of such
65 election shall be borne by the City of Norcross. It shall be the election superintendent’s duty to
66 certify the result thereof to the Secretary of State. The provision of this section shall be mandatory
67 upon the election superintendent and are not intended as directory. If the election superintendent
68 fails or refuse to comply with this section, any elector of the City of Norcross may apply for a writ
69 of mandamus to compel the election superintendent to perform his or her duties under this section.
70 If the court finds that het election superintendent has not complied with this section, the court shall
71 fashion appropriate relief requiring the election superintendent to call and conduct such election
72 on the state required by this section or on the next date authorized for special elections as provided
73 for in Code Section 21-2-540 of the O.C.G.A.

74

SECTION 5.

75 Except as otherwise provided in Section 4 of this Act shall become effective upon its approval by
76 the Governor or upon its becoming law without such approval.

77

A BILL TO BE ENTITLED

AN ACT

78

SECTION 6.

79

All laws and parts of laws in conflict with this Act are repealed.

A BILL TO BE ENTITLED

AN ACT

1 To provide homestead exemption from City of Norcross municipal purposes in the amount of the
2 assessed value of the homestead for certain residents of that city; to provide for compliance with
3 constitutional requirements; to provide for a referendum, effective dates, automatic repeal,
4 mandatory execution of election, and judicial remedies regarding failure to comply; to repeal
5 conflict laws; and for other purposes.

6 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

7 **SECTION 1**

8 (a) As used in this Act, the term:

9 (1) “Area median income” means the most recent demographic data reflecting
10 median incomes within the metropolitan Atlanta area that is published by the
11 Atlanta Regional Commission. Such figures shall be derived from the area
12 reflective of the City of Norcross.

13 (2) “Ad valorem taxes” means all ad valorem taxes for municipal purposes levied
14 by, for, or on behalf of the City of Norcross, including, but not limited to, any
15 ad valorem taxes to pay interest on and to retire municipal bonded indebtedness.

16 (3) “Homestead” means homestead as defined and qualified in Code Section 48-
17 5-40 of the O.C.G.A., as amended.

18 (4) “Qualified first-time homebuyer” means a person or persons if married
19 purchasing a home within the municipal boundaries of the City of Norcross for

A BILL TO BE ENTITLED

AN ACT

the purchase price of no more than \$349,000.00 for previously constructed homes and no more than \$410,000.00 for new construction homes, if such person meets the following qualifications:

(A) The person has not previously owned a home or has not owned a home for three years or more;

(B) The person earns below 80 percent of the Area Median Income; and

(C) The person has timely submitted an application to the City sufficiently demonstrating his or her qualifications to receive the homestead exemption.

(b) Each Qualified first-time homebuyer is granted an additional exemption to his or her homestead from Ad valorem taxes for municipal purposes within City of Norcross in the amount of \$45,000.00 for five years. Such exemption shall be applied in addition to any other homestead exemption provided to such person by law.

(c) A person shall not receive the homestead exemption provided in subsection (b) of this section unless such person or person's agent files an application with the City of Norcross, or the designee thereof, providing and verifying such information as necessary to demonstrate that the person meets the requirements of a Qualified first-time homebuyer as defined herein. Such an application shall be created by the City of Norcross and made available to its taxpayers. In evaluating the merits of the application, city staff may rely upon information and approvals from other taxing jurisdictions, including the Gwinnett

A BILL TO BE ENTITLED

AN ACT

County tax commissioner, if such approvals verify the person's qualifications as provided herein. After a person has filed the proper application, it shall not be necessary to make application thereafter and the exemption shall continue to be allowed to such person until the term of the exemption.

(d) The exemption granted by subsection (b) of this section shall not apply to or affect any state ad valorem taxes for county purposes, or independent school district ad valorem taxes for educational purposes.

(e) The exemption granted by subsection (b) of this section shall apply to all taxable years beginning on or after January 1, 2026.

SECTION 2.

In accordance with the requirements of Article VII, Section II of the Constitution of the State of Georgia, this Act shall not become law unless it receives the requisite two-thirds' majority vote in both the Senate and the House of Representatives.

SECTION 3.

The election superintendent of the City of Norcross shall call and conduct an election as provided in this section for the purpose of submitting this Act to the electors of the City of Norcross for approval or rejection. The election superintendent shall conduct that election on the date of the general primary in 2025 and shall issue the call and conduct that election as provided by general law. The election superintendent shall cause the date and purpose of the election to be published

A BILL TO BE ENTITLED

AN ACT

59 once a week or two weeks immediately preceding the date thereof in the official organ of Gwinnett
60 County. The ballot shall have written or printed thereon the words:

61 () YES Shall the Act be approved which provides an additional \$45,000.00
62 homestead exemption from ad valorem taxes levied for municipal purposes
63 to all first-time homebuyers making less than 80 percent of the Area Median
64 Income who are purchasing homes no more than \$349,000.00 for previously
65 constructed homes and no more than \$410,000.00 for newly constructed
66 homes?

67 () NO

68 All persons desiring to vote for approval of any of the above acts shall vote “Yes” and all person
69 desiring to vote for rejection of the Act shall vote “No.” If more than one-half of the votes cast on
70 such question are for approval of the Act, Section 1 of this Act shall become of full force and effect
71 on January 1, 2026. If the Act is not so approved or if the election is not conducted as provided in
72 this section, Section 1 of this Act shall not become effective, and this Act shall be automatically
73 repealed on the first day of January immediately following that election date. The expense of such
74 election shall be borne by the City of Norcross. It shall be the election superintendent’s duty to
75 certify the result thereof to the Secretary of State. The provision of this section shall be mandatory
76 upon the election superintendent and are not intended as directory. If the election superintendent
77 fails or refuse to comply with this section, any elector of the City of Norcross may apply for a writ

A BILL TO BE ENTITLED

AN ACT

78 of mandamus to compel the election superintendent to perform his or her duties under this section.
79 If the court finds that the election superintendent has not complied with this section, the court shall
80 fashion appropriate relief requiring the election superintendent to call and conduct such election
81 on the date required by this section or on the next date authorized for special elections as provided
82 for in Code Section 21-2-540 of the O.C.G.A.

83 **SECTION 4.**

84 Except as otherwise provided in Section 3 of this Act shall become effective upon its approval by
85 the Governor or upon its becoming law without such approval.

86 **SECTION 5.**

87 All laws and parts of laws in conflict with this Act are repealed.

88



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

City of Norcross

Legislation Details (With Details)

File #:	24-7177	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Disposition of City Sewer Easement in Connection with Development at 5420 Buford Highway		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Disposition of City Sewer Easement in Connection with Development at 5420 Buford Highway](#)
2. [Draft Quit Claim Deed \(subject to approval by Developer and City Attorney's office\)](#)
3. [Survey showing easement within property](#)

Title

Disposition of City Sewer Easement in Connection with Development at 5420 Buford Highway

Drafter

William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC



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

Agenda Report

To: Mayor and Council

From: William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC

Meeting Date: November 18, 2024 – Policy Work Session

Item No.: 24-7177

Title: Disposition of --City Sewer Easement in Connection with Development at 5420 Buford Highway

CC: Eric Johnson, City Manager

Recommendation

Authorize the Mayor, upon payment of purchase price, to execute a Quit Claim Deed of Sewer Easements held by the City on 5420 Buford Highway in a form approved by the City Attorney.

Background

In May of 2013, the City of Norcross agreed, pursuant to a consent order with Gwinnett County for Service Delivery, to sell its existing Water and Wastewater Systems to Gwinnett County. Since the sale, the City has executed various transfers of sewer easements to perfect the transfer of existing sewer easements held by the City. The property located at 5420 Buford Highway was subject to an older sewer easement agreement. During the course of redevelopment, new sewer lines were constructed and the older, City of Norcross sewer lines were removed. The new sewer lines will be dedicated to Gwinnett County. The City's disposition of the older easements is required before Gwinnett County can accept the dedication.

This agenda item requests that Council authorize the Mayor to execute a quit claim deed transferring the sewer easement to the Developer or its assignees. The sewer easement is no longer viable and has no meaningful value or benefit to the City, as the city has no sewer utility. O.C.G.A. § 36-37-6 authorizes the City to sell remnant parcels and easements that are no longer viable for their permitted uses without engaging in an auction or abandonment process. It is our opinion that this defunct sewer easement is a remnant easement and is exempt from the auction and bidding requirements otherwise required by law when the City disposes of property. Because there is no "upstream" connectivity, there is no requirement that the easement be offered to adjoining property owners.

The developer has agreed to pay to the City \$500, which is reflective of the nominal market value and benefit of the easement plus administrative and legal costs associated with this request.



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

Financial Impact:

None. The developer has offered to pay \$500 to pay a nominal acquisition price and to offset legal and associated costs.

Consistent with Comprehensive Plan?

1. Maintains a Vibrant Economy and Continue to Facilitate Job Growth
2. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options
3. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

1. Draft Quit Claim Deed (subject to approval by Developer and City Attorney's office);
2. Survey showing easement within property.

Next Steps

Authorize the Mayor, upon payment of purchase price, to execute a Quit Claim Deed of Sewer Easements held by the City on 5420 Buford Highway in a form approved by the City Attorney.

Update

AFTER RECORDING, RETURN TO:
 Thompson, O'Brien, Kappler & Nasuti, P.C.
 2 Sun Court, Suite 400
 Peachtree Corners, Georgia 30092
 Attn: William J. Diehl, Esq.

Parcel ID: R6242 012

DEED PREPARATION ONLY
NO TITLE EXAM PERFORMED

QUITCLAIM DEED

STATE OF GEORGIA
 COUNTY OF GWINNETT

THIS INDENTURE, made this ____ day of _____, 202__, between **THE CITY OF NORCROSS, GEORGIA a Georgia municipal corporation**, as party or parties of the first part ("GRANTOR"), and **CRP/AR PROSE 5420 OWNER, LLC, a Delaware Limited Liability Company** as party or parties of the second part (hereinafter, collectively "GRANTEE").

W I T N E S S E T H

WITNESSETH that: GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said GRANTEE all of the following property, to-wit:

Any and all construction, sewer, or water easements inuring to the benefit of the parcel commonly known as 5420 Buford Highway, Norcross, Georgia (PIN:R6242 012) (the "Property"), including but not limited to those easements located within the Property described in the Easements filed in Deed Book 1531, Page 23, Deed Book 1875, Page 292, Deed Book 1530, Page 261. Such easements are illustrated in the attached Exhibit A. For the avoidance of doubt this quit claim shall dispose of any other sewer or water easement inuring to the Property held at the time of execution by the Grantor

TO HAVE AND TO HOLD the said described premises to GRANTEE, so that neither GRANTOR nor any person or person claiming under GRANTOR shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set her hand and affixed her seal the day and year first above written.

Signed, sealed and delivered on the date
above first written in the presence of:

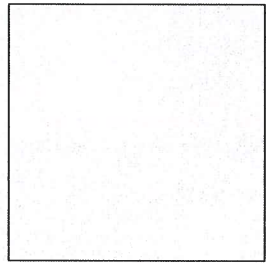
Witness

Hon. Craig Newton, Mayor
City of Norcross, Georgia

Notary Public
My Commission Expires:

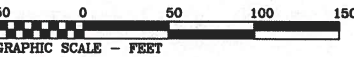
[Notary Seal]

Exhibit A
Survey of Easements



RESERVED FOR CLERK OF SUPERIOR COURT RECORDING INFORMATION

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



LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 241 and 242 of the 6th District, City of Norcross, Gwinnett County, Georgia and being more particularly described as follows:

Beginning at an iron pin set at the intersection of the southeasterly Right of Way of Buford Highway U.S. Highway 23 and State Route 13 (Variable R/W) and the Land Line line common to Land Lots 241 and 242; thence leaving said Land Lot line and running along said right of Way North 46° 25' 43" East a distance of 173.17 feet to an iron pin set; thence leaving said Right of Way South 34° 51' 35" East a distance of 146.61 feet to an iron pin set; thence North 55° 04' 53" East a distance of 74.86 feet to a 1" open top pipe found; thence South 35° 04' 26" East a distance of 149.83 feet to an iron pin set; thence North 54° 58' 25" East a distance of 100.00 feet to an iron pin set; thence South 35° 03' 34" East a distance of 325.89 feet to an iron pin set; thence South 55° 33' 54" West a distance of 99.37 feet to a 1 1/2" rebar found; thence South 55° 54' 03" West a distance of 299.58 feet to a 1 1/2" open top pipe found on the aforementioned Land Lot line common to Land Lots 241 and 242; thence leaving said Land Lot line South 62° 14' 07" West a distance of 135.03 feet to a point; thence South 63° 11' 15" West a distance of 118.96 feet to a 1" rod found; thence South 53° 40' 32" West a distance of 53.69 feet to an iron pin set; thence North 31° 57' 05" West a distance of 199.80 feet to an iron pin set; thence North 32° 00' 37" West a distance of 314.79 feet to an iron pin set on the aforementioned Right of Way of Buford Highway; thence running along said Right of Way the following courses: North 47° 17' 31" East a distance of 55.00 feet to a 1 1/2" open top pipe found; thence North 47° 10' 45" East a distance of 132.40 feet to a point; thence North 49° 48' 56" East a distance of 50.09 feet to an iron pin set; thence North 46° 22' 55" East a distance of 17.00 feet to an iron pin set; thence South 43° 37' 05" East a distance of 47.00 feet to an iron pin set; thence North 46° 22' 55" East a distance of 20.00 feet to an iron pin set; thence North 43° 37' 05" West a distance of 47.00 feet to an iron pin set; thence North 46° 25' 43" East a distance of 59.50 feet to the TRUE POINT OF BEGINNING. Said tract contains 8.285 Acres (360,874 Square Feet).

CONFORMITY STATEMENT

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

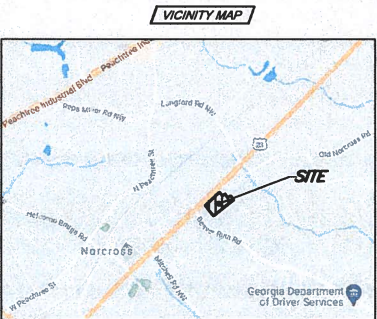
- REFERENCES**
- ALTA/NSPS LAND TITLE SURVEY FOR ALLIANCE REALTY PARTNERS, LLC PREPARED BY TECHNICAL SURVEY SERVICES, INC., DATED SEPTEMBER 2, 2021.
 - ALTA/NSPS LAND TITLE SURVEY FOR NORCROSS REALTY DEVELOPMENT, LLC PREPARED BY MCFARLAND-DRYER & ASSOCIATES DATED JULY 10, 2020.

FLOOD NOTE

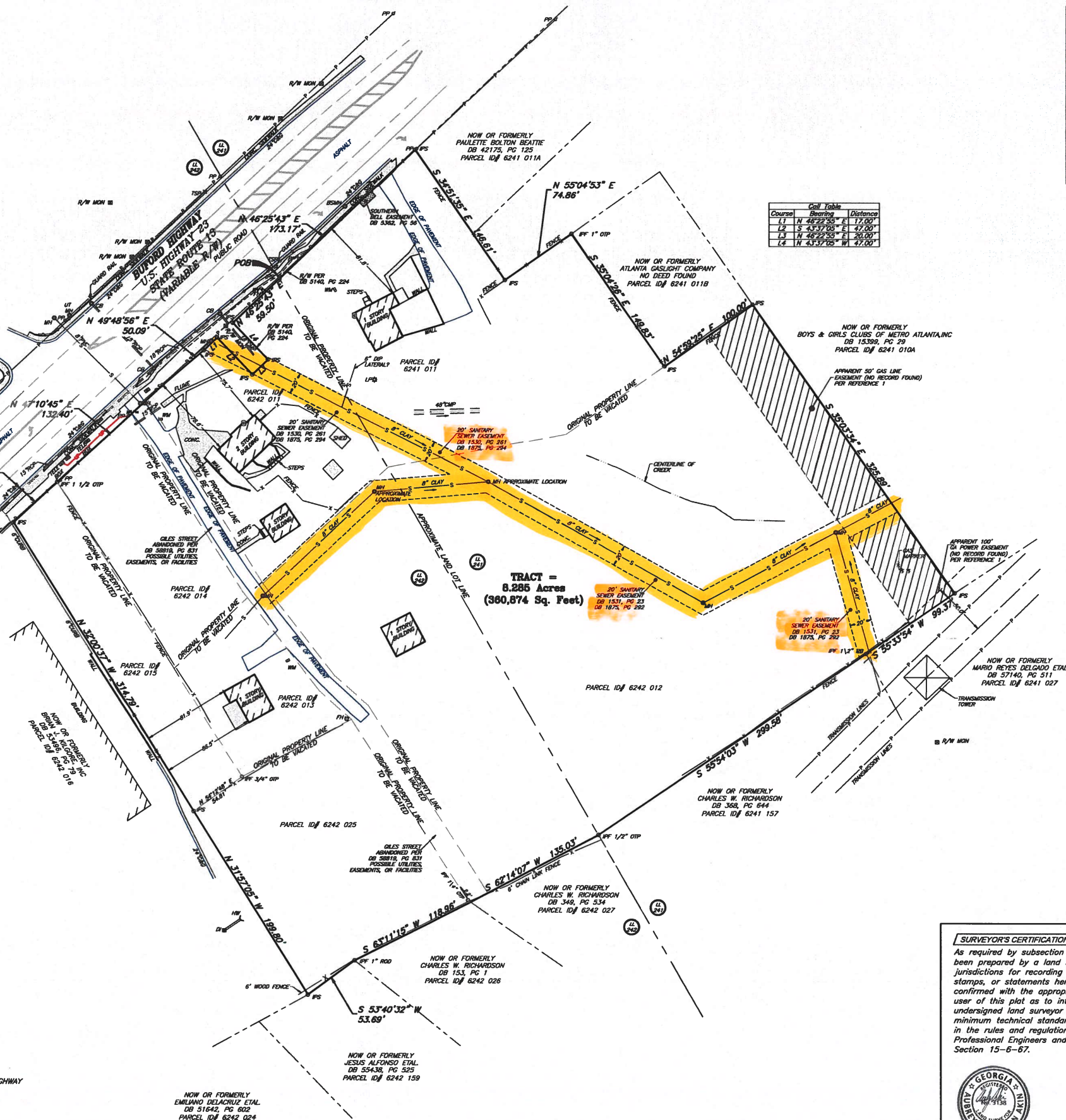
THE SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM MAP NUMBER 13135C00826, DATED MARCH 4, 2013. THE SUBJECT PROPERTY LIES WITHIN A ZONE X, WHICH IS DEFINED AS AREAS OUTSIDE THE 500 YEAR FLOODPLAIN.

ZONING NOTE

THE SUBJECT PROPERTY IS ZONED BH (BUFORD HIGHWAY MIXED USE AND COMMERCIAL DISTRICT).



Course	Bearing	Distance
L1	N 46°22'35" E	17.00'
L2	S 43°37'05" E	47.00'
L3	N 46°22'55" E	20.00'
L4	N 43°37'05" W	47.00'



SURVEYOR'S CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Aubrey J. Akin, GA RLS #3138

June 21, 2022
Date

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

Date	
Revision	
No	
Orig Bndry: 8/10/2021	
Field Date: 8/27/2021	
Plat Date: 06/23/2022	
Scale: 1"=50'	

LOT CONSOLIDATION PLAT
FOR
ALLIANCE REALTY PARTNERS, LLC
LAND LOTS 241 & 242 6th DISTRICT
CITY OF NORCROSS, GWINNETT COUNTY, GEORGIA

1

SHEET 1 OF 1

JOB #: 2021-813

CRD: BUFORD HWY

DWG: AL

LSV: KAY



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

City of Norcross

Legislation Details (With Details)

File #:	24-7156	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Invocation at Regular Meeting		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Invocation at Regular Meeting](#)

Title

Invocation at Regular Meeting

Drafter

Mayor Pro Tem Bruce Gaynor



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

Agenda Report

To: Mayor and Council
From: Mayor Pro Tem Bruce Gaynor
Meeting Date: November 18, 2024 – Policy Work Session
Item No.: 24-7156
Title: Invocation at Regular Meeting
CC: Eric Johnson, City Manager

Recommendation

Adopt a policy to encourage cultural diversity in invocations.

Background: Norcross is one of, if not the most, diverse city in Gwinnett County, which is itself the most diverse county in the Southeast. It has recently been pointed out by our residents that we don't embrace that diversity with our Regular Meeting Opening Invocation. A policy should be adopted that would actively embrace the religious diversity of the community by inviting various spiritual leaders of the community to perform the opening invocation.

Financial Impact: There is no financial impact to this policy

Consistent with Comprehensive Plan?

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Attachments

Next Steps

Update



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

City of Norcross

Legislation Details (With Details)

File #:	24-7178	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	RFQ for City Attorney		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - RFQ for City Attorney](#)
2. [RFQ MC 25-04 City Attorney Services](#)
3. [RFQ Responses](#)

Title
 RFQ for City Attorney

Drafter
 Charlene Marsh



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

Agenda Report

To: Mayor and Council

From: Charlene Marsh, Procurement & Capital Projects Manager

Meeting Date: November 18, 2024 – Policy Work Session

Item No.: 24-7178

Title: RFQ for City Attorney

CC: Eric Johnson, City Manager

Recommendation

Provide direction on proceeding with the review of submissions and selection of a firm or individual attorney to provide City Attorney services.

Background

The City issued a request for qualifications from qualified law firms or individual attorneys licensed to practice law in the state of Georgia to provide professional services to the city as City Attorney. The City received responsive and responsible submissions from the following firms: Jarrard & Davis, LLP; Thomas, O'Brien, Kappler, & Nasuti, P.C.; and Vernet Law, LLC.

Submissions are to be evaluated based on the following criteria: experience & qualifications of the primary city attorney, experience & qualifications of the supporting attorneys, references, capacity & resources, and compliance with submission guidelines. Per the RFQ, the City will schedule interviews with the top scoring firms. City staff is seeking direction on how Mayor & Council would like to proceed with the review of submissions, interviewing of firms, and selection of a City Attorney.

Financial Impact:

TBD based on final award.

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

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

Attachment: Agenda Report - RFQ for City Attorney (24-7178 : RFQ for City Attorney)



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

Next Steps

Mayor and Council evaluates submissions and schedules interviews with the top scoring firms.

Attachments

RFQ MC 25-04

RFQ Responses

Update

Attachment: Agenda Report - RFQ for City Attorney (24-7178 : RFQ for City Attorney)



**City of Norcross
Department of Public Works**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
PROFESSIONAL SERVICES – CITY ATTORNEY
RFQ MC 25-04**

Attachment: RFQ MC 25-04 City Attorney Services (24-7178 : RFQ for City Attorney)

City of Norcross Mayor & Council

REQUEST FOR STATEMENT OF QUALIFICATIONS PROFESSIONAL SERVICES – CITY ATTORNEY RFQ MC 25-04

INTRODUCTION & OVERVIEW:

The City of Norcross is soliciting qualifications from qualified law firms or individual attorneys licensed to practice law in the state of Georgia to provide legal services to the City. Qualifications may be submitted by an individual attorney, or by an attorney who represents a law firm. In any case, the attorney who would serve as the primary legal counsel to the City must be named. Interested firms shall provide qualified and experienced technical and professional personnel to perform duties and responsibilities as assigned. The selected firm or individual will represent the City of Norcross in any and all legal matters.

The statement of qualifications package should be clearly marked “**RFQ MC 25-04 PROFESSIONAL SERVICES - CITY ATTORNEY**” on its face and submitted by **11:00 a.m. on November 13, 2024**, to the address below. Please submit **two** printed copies and one electronic copy (USB) of your RFQ package to:

Charlene Marsh, Procurement & Capital Projects Manager
City of Norcross – Public Works Department
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Procurement & Capital Projects Manager at procurement@norcrossga.net by **5:00 p.m. on October 28, 2024**.

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

No submission may be withdrawn within thirty (30) days after the deadline and all submissions shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

Attachment: RFQ MC 25-04 City Attorney Services (24-7178 : RFQ for City Attorney)

1.0 INTRODUCTION

1.1 PURPOSE OF PROCUREMENT

The City of Norcross is requesting qualifications of interested firms or attorneys to provide legal services as the “City Attorney” for the City of Norcross. The selected firm or individual will represent the City of Norcross in any and all legal matters.

1.2 SCOPE OF WORK

In furtherance of those duties set forth in Section 2-95 of the City Charter, the City Attorney is expected to perform all general legal representation for the City as required. Compensation for these defined services will be at an hourly rate. The City Attorney or assistants under his or her direction shall be the legal advisor and representative of the city and, in that capacity, shall:

1. Exercise any powers and perform any duties charged to the City Attorney by the Charter or this Code;
2. Advise any Councilmember or the Mayor when requested, upon all legal questions arising in the conduct of the city business;
3. Prepare or revise ordinances when so requested by the City Council or Mayor;
4. Give official opinions upon any legal matter or question submitted by a majority vote of the City Council;
5. Shall at the discretion of the Mayor and Council attend Council meetings for the purpose of giving the Mayor and Council any legal advice requested by its members;
6. Prepare for execution all contracts and instruments to which the city is a party when so requested and approve, as to form, all bonds and city contracts;
7. Prepare, when authorized by the City Council, charges and complaints against, and appear in the municipal court in the prosecution of persons charged with a violation of this Code or of any regulations and see to the full enforcement of all civil judgments or decrees rendered or entered in favor of the city;
8. Defend any and all suits and actions at law or equity brought against the city, unless otherwise directed by the City Council;
9. Prepare and file any civil suit or action at law or equity to secure or protect the city's best interest when so ordered by a resolution of the City Council;
10. Make immediate report to the City Council of the outcome of any litigation in which the city has a direct interest;
11. Keep complete and accurate records of the following, which records shall remain the property of the city:
 - a. All suits in which the city had or has an interest, giving the names of the parties, the nature of the action, the disposition of the case or its status, if pending, and the briefs of counsel; and

- b. All written opinions prepared by the City Attorney and all certificates or abstracts of titles furnished by the City Attorney to the city, or any department or official thereof; and

12. Render any other legal services that may be required by the City Council.

The City of Norcross reserves the right to reject any or all proposals, to waive technicalities and to make an award deemed in its best interest to the proposer offering the best value. The City of Norcross reserves the option to negotiate terms, conditions, and pricing.

1.3 MINIMUM REQUIREMENTS

1. Current member in good standing with the State Bar of Georgia, with no history of disciplinary actions, and is admitted to practice before the appellate courts of the State of Georgia.
2. At least 5 years of experience, consecutive to this request for qualifications, as an attorney practicing within the general area of work associated with the duties described herein.

1.4 SCHEDULE OF EVENTS

See **Appendix A** for the detail Schedule of Events

1.5 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

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

Company Name
1. Question
Citation of relevant section of the RFQ

1.6 PROPOSAL SUBMISSION INSTRUCTIONS

Please provide the required information in the following order:

1. **Introduction** -- A brief history of your firm including firm size and areas of practice of its attorneys. Also include the address of the local office long with names, email, and phone contacts for the proposed City Attorney and other office staff as applicable.
2. **Resumes** -- Identify the attorney in your firm that would take primary responsibility to advise and represent the City of Norcross if your firm were selected, as well as other attorneys within your firm that will also perform tasks or assist in the representation. Provide resumes for each individual.
3. **Experience and Qualifications**-- Describe the qualifications for the individual to be designated as City Attorney. At a minimum, this information should include:
 - i. Legal education and training, and type and years of practice to include the date of admission to the Georgia Bar
 - ii. Years of municipal or other local public-sector law practice as a full-time,

- contracted, or part-time local government attorney and/or private law practice with specialization in local government law
- iii. General description of tasks and responsibilities associated with past practice as a local government attorney
- iv. General description of experience in litigation representing local government including types or categories of cases litigated.

4. **Capacity & Resources** – Provide a list of all public clients and/or local agencies for which the firm currently provides services. Please define the normal time frame for responses by the City Attorney to direction and/or inquiry by Mayor & Council or City Manager.
5. **References** – Please use attached reference form (Appendix B) to provide at least three professional references regarding ability to serve as City Attorney. List any experience in representing governmental entities, including the name of the government(s) represented, lengths of representation, and individuals within the government with whom your firm worked closely.

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

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

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

6. **Signed Statement of Qualifications Letter**
7. **Signed Disclosure Form**
8. **Provide proof of Professional Liability Insurance Coverage** (Lawyer's Professional Liability Insurance) for errors and omissions of at least \$1,000,000 per occurrence.

1.7 EVALUATION CRITERIA

Evaluation Criteria	Max Score
Experience & Qualifications of Primary City Attorney	35
Experience & Qualifications of Supporting Attorneys	30
References	15
Capacity & Resources	15
Compliance with submission guidelines	5
Total	100

The City will schedule interviews with the top-scoring firms.

2.0 GENERAL CONDITIONS

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

2.1 QUALIFICATIONS

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

2.2 AUTHORITY TO SIGN

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

2.3 RIGHTS RESERVED

- 2.3.1** The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.
- 2.3.2** Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

2.4 AWARD OF CONTRACT

- 2.4.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.
- 2.4.2** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.

- 2.4.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.

2.5 PRODUCTION REQUIREMENTS

- 2.5.1** Time is of the utmost importance of this project. The successful Proposer will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to the specifications in the RFQ.

2.6 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.6.1** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Eric Johnson, City Manager at eric.johnson@norcrossga.net**.

The invoice shall contain a complete itemization of services, the total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the site(s), less retainage.

2.7 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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

2.8 NON-COLLUSION

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

2.9 MATERIALS

- 2.9.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.

- 2.9.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.10 CONTRACT REQUIREMENTS

- 2.10.1** The successful Vendor is required to do the following within ten (10) days of Notice:

2.10.1.1.1 Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.

2.10.1.1.2 Provide Insurance Certificates as specified in the RFQ documents.

- 2.10.2** Failure to execute the Contract or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the RFQ guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised or constructed by City forces.

APPENDIX A
RFQ MC 25-04
SCHEDULE OF EVENTS

Event:	Date:
Release of RFQ	October 14, 2024, 11:00 a.m.
Deadline for Written Questions	October 28, 2024, 5:00 p.m.
Proposals Due	November 13, 2024, 11:00 a.m.
Proposal Evaluation & Interviews with Top Scorers	November/December 2024
Contract Award (On/about)	December 2024/January 2025

Attachment: RFQ MC 25-04 City Attorney Services (24-7178 : RFQ for City Attorney)

APPENDIX B
RFQ MC 25-04
REFERENCES

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

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

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

References for _____

Please provide a list of contact numbers, addresses and a contact person for at least 3 professional references regarding ability to serve as City Attorney.

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX C

CITY OF NORCROSS STATEMENT OF QUALIFICATIONS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ).

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by the City of Norcross and is subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Norcross.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Norcross reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of one hundred twenty (120) days from Statement of Qualifications opening date.

STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION (Company to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the Company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

Attachment: RFQ MC 25-04 City Attorney Services (24-7178 : RFQ for City Attorney)

APPENDIX D

CITY OF NORCROSS DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Norcross officials/employees. Please complete this form and return it as a part of your RFQ package.

Name of Company

Name and the official position of the Norcross Official to whom the campaign contribution was made

(Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Norcross Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Norcross and your relation:

Attachment: RFQ MC 25-04 City Attorney Services (24-7178 : RFQ for City Attorney)

APPENDIX E
RFQ MC 25-04
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

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

☐ No addenda were received:

Acknowledged for: _____
(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date

APPENDIX F

Attachment: RFQ MC 25-04 City Attorney Services (24-7178 : RFQ for City Attorney)

**RFQ MC 25-04
PACKET CHECKLIST**

FIRM NAME: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements.

You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

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

_____ Introduction

_____ Resumes

_____ Experience and Qualifications

_____ Capacity and Resources

_____ Reference Form or Letters

_____ Statement of Qualifications Letter

_____ Disclosure Form

_____ Certificate of Liability Insurance

_____ [E-Verify Contractor & SAVE Affidavits](#)

_____ Acknowledgement of Addenda

_____ Mail or deliver to:

Charlene Marsh, Procurement & Capital Projects Manager
City of Norcross – Public Works Department
345 Lively Avenue
Norcross, GA 30071

Attachment: RFQ MC 25-04 City Attorney Services (24-7178 : RFQ for City Attorney)



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

City of Norcross

Legislation Details (With Details)

File #:	24-7181	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/18/2024 6:30 PM	In Control:	Policy Work Session
Title:	Financial Services Agreement with Piper Sandler		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Financial Services Agreement](#)
2. [FA Agreement GA City of Norcross](#)

Title

Financial Services Agreement with Piper Sandler

Drafter

Mayor Craig Newton



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

Agenda Report

To: City Council

From: Mayor Craig Newton

Meeting Date: November 18, 2024 – Policy Work Session

Item No.: 24-7181

Title: Approval of a Financial Services Agreement with Piper Sandler

CC: Eric Johnson, City Manager

Recommendation

Request approval of an agreement for financial services with Piper Sandler.

Background

Piper Sandler has served as the city's financial advisor for several years, which has been essential because of its proven track record in managing complex financial matters. Retaining the same advisor for the city and the DDA brings added value by creating a unified strategy across both entities, enhancing coordination, and reducing duplication of efforts. Piper Sandler brings extensive expertise and a deep understanding of the city's financial landscape, which will significantly benefit our financial management. Their familiarity with the city's specific goals and challenges has been invaluable in navigating intricate financial issues effectively and efficiently, instilling confidence in our financial decisions.

Financial Impact:

Hourly services are provided at the rate of \$250 per hour. For issuance of debt, a fee of \$10.00 per \$1,000 principal amount of debt issued plus out-of-pocket expenses approved by the City.

Consistent with Comprehensive Plan?

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

Attachments

FA Agreement GA City of Norcross

Next Steps

Update

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on November ____, 2024 by and between City of Norcross, Georgia (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s))

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Review recommendations made by other parties to the Client with respect to the new Issue(s).¹¹
3. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
4. Assist the Client in establishing a plan of financing
5. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
6. Prepare the financing schedule
7. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
8. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
9. Attend meetings of the Client's governing body, as requested
10. Advise the Client on the manner of sale of the Issue
11. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
12. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
13. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
14. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
15. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
16. Respond to questions from underwriters
17. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
18. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds

¹¹ **Note:** The acceptance of this duty will require you to document in writing the suitability or non-suitability of the third party recommendation.

19. Prepare a closing memorandum or transaction summary
20. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
21. If directed by the Client, review recommendations made by third parties with respect to outstanding issue(s)²
22. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s)
23. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)
24. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)
25. Advise on the Client's budget and other financial issues.
26. Assist with economic incentives to include tax abatement calculations and meeting with economic development prospects.

For Services Respecting Official Statement.

Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. *Limitations on Scope of Services.* In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42³ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. *Amending Scope of Services.* The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. *Compensation.* Compensation for the services rendered pursuant to this Agreement, the Client shall pay the Financial Services Provider a fee of \$250.00 per hour.

For issuance of debt, where Financial Services Provider serves as Financial Advisor, a fee of \$10.00 per \$1,000 principal amount of debt issued plus reasonable and direct out of pocket expenses approved in advance by the Client.

² **Note:** The acceptance of this duty will require you to document in writing the suitability or non-suitability of the third party recommendation.

³ See MSRB Rule G-42(c)(v).

Compensation is based on a fixed fee contingent on size of bond issue and/or hourly fee, if applicable. For tax abatement transactions, the fee will be mutually agreed to by the parties.

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler’s prior written consent.

VI. Piper Sandler’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Sandler will be responsible for all of Piper Sandler’s out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Sandler for their reasonable and direct expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like. Client will be advised actual amounts of issuance costs by Piper Sandler prior to expenditure and will approve all costs prior to such expenditure.

The Client will reimburse Piper Sandler in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein, when applicable.

VIII. Term of Agreement. The initial term of this Agreement shall begin on the Effective Date and shall terminate absolutely and without further obligation on the part of the Client at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be automatically

renewed unless the Client gives notice of its intent to terminate this Agreement thirty (30) days prior to the end of each fiscal year, or, unless earlier terminated in mid-term as provided below

The contract shall not be renewed beyond October 31, 2034.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material

fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

Eric Johnson, City Manager
678 421-2065
eric.johnson@norcrossga.net

Or to the Financial Services Provider at:

Piper Sandler & Co.
1442 Dresden Drive, Suite 257
Atlanta, GA 30319

Ed Wall, Managing Director
404 405-1567
Edmund.Wall@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Georgia for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the State of Georgia and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Georgia.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Eric Johnson, City Manager

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Ed Wall, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

By: 
 Ed Wall
 Its: Managing Director
 Date: October 29, 2024

ACCEPTED AND AGREED:

CITY OF NORCROSS, GEORGIA

By: _____
 Eric Johnson
 Its: City Manager
 Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are based on hourly fees of Piper Sandler's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if the Client and Piper Sandler do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Sandler does not have a financial incentive to recommend alternatives that would result in fewer hours worked. [In addition, contingent-based compensation, i.e. based upon the

successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client.] This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

Piper Sandler Also Advising Others. In addition to serving as municipal advisor to the Client, Piper Sandler serves as municipal advisor to Downtown Development Authority of the City of Norcross, which is another municipal entity with respect to an Issue or Product under the Agreement. We are required to and believe we can have both the Downtown Development Authority of the City of Norcross and the Client's best interest in mind and we do not currently perceive a conflict of interest in serving each entity. However, should a conflict arise between the two entities, we shall recuse ourselves from representing either party for that transaction.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.